

Dealing Number



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1. **Lessor** **Lodger** (Name, address & phone number) **Lodger Code**
Hunts Outboard Services Pty Ltd ACN 011 054 256

Our ref:

2. **Lot on Plan Description** **County** **Parish** **Title Reference**
Lot 509 on Crown Plan T7462 Cardwell Rockingham 18789114

3. **Lessee** Given names Surname/Company name and number (include tenancy if more than one)
Specialist Diagnostic Services Pty Ltd
ACN 007 190 043

4. **Interest being leased**
Fee Simple

5. **Description of premises being leased**
Part of the Building known as 11 Watkins Street, Tully Queensland as shown hatched on the attached plan.

6. **Term of lease** **7. Rental/Consideration**
Commencement date/event: 1/3/2014 See Schedule
Expiry date: 28/02/2017
*Options: 2 x 3 years
#Insert nil if no option or inset option period (eg 3 years or 2 x 3 years)

8. **Grant/Execution**
The Lessor leases the premises described in item 5 to the Lessee for the term stated in item 6 subject to the covenants and conditions contained in the attached schedule.

Witnessing officer must be aware of his/her obligations under section 162 of the Land Title Act 1994

signature.....
full name..... KATRINA P HART
qualification.....

Witnessing Officer

(Witnessing officer must be in accordance with Schedule 1 of the Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

01/05/2014
Execution Date

signature.....
director
signature.....
director
Hunts Outboard Services Pty Ltd ACN 011 054 256
Lessor's Signature

9. Acceptance

The Lessee accepts the lease and acknowledges the amount payable or other considerations for the lease.

signature.....
full name..... ANDREW DUFF
qualification..... DIRECTOR

Witnessing Officer

(Witnessing officer must be in accordance with Schedule 1 of the Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

Execution Date

signature.....
director
signature.....
director/secretary
YVETTE CACHIA
COMPANY SECRETARY
Specialist Diagnostic Services Pty Ltd ACN 007 190 043
Lessee's Signature

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This lease

is made on 2014 between the following parties:

1. The Landlord named in Item 1A of the Schedule
(Landlord)
2. The Tenant named in Item 1B of the Schedule
(Tenant)

The parties agree

that in consideration of the Rent reserved by this lease and of the Tenant's covenants given in this lease, the Landlord leases the Premises to the Tenant for the Term, subject to the covenants, conditions and restrictions contained in this lease.

1 Definitions and interpretation

1.1 Definitions

In this lease:

Airconditioning Equipment means all airconditioning plant, ducts and equipment providing airconditioning to the Premises;

Asbestos means the fibrous form of mineral silicates belonging to the serpentine and amphibole groups of rock-forming minerals, including chrysotile (white asbestos), crocidolite (blue asbestos), amosite (brown asbestos), actinolite, tremolite, anthophyllite or any mixture containing one or more of these;

BCCMA means the Body Corporate & Community Management Act 1997 (Qld);

Body Corporate has the meaning given to "Body Corporate" in the BCCMA in relation to the Land;

Building means:

- (a) the building and other improvements erected on the Land; and
- (b) all fixtures, fittings, other than Tenant's chattels and fittings, conveniences, amenities and appurtenances of the building;

Business Day means a day which is not a Saturday, Sunday or public holiday in the Relevant State;

Commencement Date means the date specified in Item 5 of the Schedule;

Common Areas means those areas for common use by tenants of the Building or where there is a Body Corporate those areas for common use by lot owners who are members of the Body Corporate;

Common Property has the meaning given to "Common Property" in the BCCMA;

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Contaminant means a solid, liquid, gas, odour, heat, sound, vibration, radiation or substance including Asbestos, which makes or may make the Premises or the surrounding Environment:

- (a) unsafe or unfit for habitation or occupation by persons or animals;
- (b) degraded in its capacity to support plant life;
- (c) otherwise environmentally degraded; or
- (d) not comply with, or constitute a 'contaminant' pursuant to, any Environmental Law;

Corporate Contribution means any fee imposed by the Body Corporate for expenses that have or will be incurred for the Building during the Term, but not including any amount which is for capital or structural works or for an expense which the Tenant would not be liable under this lease if the Building was not subject to the BCCMA;

Corporate Proportion means:

- (a) where the Premises are the whole of a Lot, the Body Corporate Contribution for that Lot; and
- (b) where the Premises form part only of a Lot, the amount which is the same proportion of the Body Corporate Contribution for that Lot as the proportion of the floor area of the Premises bears to the floor area of the Lot of which the Premises forms part;

CPI means the All Groups Consumer Price Index for the Relevant State published by the Australian Bureau of Statistics. If the CPI no longer exists, it means an index that the President of the Australian Property Institute (the Relevant State Division) decides reflects changes in the cost of living in the Relevant State;

CPI Review Date means the dates specified in Item 10A of the Schedule;

Deal includes lease, surrender transfer or disposal or alienation of any interest in the Land including the granting of a concurrent lease;

Environment includes all aspects of the surroundings of human beings including:

- (a) the physical characteristics of those surroundings, such as the land, the waters and the atmosphere;
- (b) the biological characteristics of those surroundings, such as the animals, plants and other forms of life; and
- (c) the aesthetic characteristics of those surroundings, such as their appearance, sounds, smells, tastes and textures;

Environmental Law means a law (whether past, present or future) of any government agency (including statutes, orders, awards and decrees) regulating or otherwise relating to the Environment including, but not limited to, any law relating to land use, planning, heritage, coastal protection, water catchments, solid waste, use of dangerous goods and hazardous substances, hazardous waste, waste water discharges, water quality, drinking water, ground water, air emissions, air quality, hazardous substances (including, but not limited to, the release, storage, discharge, disposal, arranging for disposal or reporting hazardous substances)

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contaminated land, building regulations, public and occupational health and safety, noxious trades or any other aspect of protection of the Environment or persons or property;

Land means the land described in Item 2 of the Schedule;

Landlord means the Landlord, its successors and assigns or, if the Landlord is a person, the Landlord's executors, administrators and assigns and, where the context allows, the Landlord's employees and agents;

Lot has the meaning given to "Lot" in the BCCMA;

Lease Year means the full 12 month period during the Term starting on 1 March and ending on 28 February;

Market Review Date means the dates specified in Item 10D of the Schedule;

Outgoings means the outgoings defined in clause 5;

Percentage Increase means the percentage specified in Item 10C of the Schedule;

Percentage Review Dates means the dates specified in Item 10B of the Schedule;

Portion of a Lease Year means any period of the Term that is not a full Lease Year:

- (a) before the start of the first full Lease Year; or
- (b) after the end of a full Lease Year and ending on the Termination Date;

Premises means the premises described in Item 3 of the Schedule;

Relevant State means the State or Territory of Australia in which the Premises are located;

Rent means the rent specified in Item 9 of the Schedule as varied under clause 4;

Rent Commencement Date means the date specified in Item 6 of the Schedule;

Services means water, gas, electricity, telecommunication, drainage and other utilities and services provided or installed by the Landlord in or for the benefit of the Premises, the Land or the Common Areas as the case may be;

Schedule means the schedule to this lease;

Tenant means the Tenant, its successors and permitted assigns and, where the context allows, the Tenant's employees and agents;

Term means the period specified in Item 4 of the Schedule; and

Termination Date means the date specified in Item 7 of the Schedule.

1.2 Interpretation

In this lease, unless the context requires otherwise:

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- (a) words importing the singular include the plural and vice versa, words of one gender include any gender, and words importing persons include corporations and any other entity recognised by law;
- (b) a reference to this lease includes the Schedule and any annexures to this lease;
- (c) a reference to a clause, part, schedule or annexure is a reference to a clause in or a part, Schedule or annexure to this lease;
- (d) a covenant or agreement on the part of 2 or more persons binds them jointly and severally; and
- (e) a reference to a statute or ordinance includes all regulations by-laws, requisitions or orders under and amendments to that statute or ordinance, whether by subsequent statute or otherwise, and a statute or ordinance passed in substitution for the statute or ordinance referred to or incorporating any of its provisions.

1.3 Headings

Headings have been inserted for guidance only and do not affect the interpretation of this lease.

1.4 Saturdays, Sundays and public holidays

Where under this lease the day on or by which any thing is to be done is not a Business Day in the Relevant State, that thing may be done on the next Business Day in that Relevant State.

2 Exclusion of implied covenants

The covenants and powers implied in every lease by the Property Law Act 1974 (Qld) do not apply to and may not be implied in this lease, except so far as they are, or some part of them is, included in the covenants contained in this lease.

3 Rent

The Tenant must during the Term pay to the Landlord at the address nominated in writing by the Landlord free of all deductions the Rent calculated and payable at the times and in the manner provided specified in Item 9 of the Schedule. The Tenant may elect to pay Rent and other payments due under this lease by way of electronic funds transfer or automatic bank transfer.

4 Review of Rent

4.1 Dates of Review

The Rent will be reviewed on the CPI Review Dates, Percentage Review Dates and the Market Review Dates in the manner specified in clause 4.

4.2 CPI Review

- (a) On a CPI Review Date the Rent is adjusted by reference to the Consumer Price Index using the following formula:

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$$AR = R \times \frac{a}{b}$$

where

"AR" means the adjusted rent;

"R" means the Rent before the adjustment;

"a" means the CPI number for the quarter immediately preceding the CPI Review Date;

"b" means the CPI number for the quarter immediately preceding the most recent earlier Review Date or, where there is no earlier Review Date, the quarter immediately preceding the start of the Term; and

- (b) If "a" is not published until after the CPI Review Date, the adjustment is made when it is published but the adjustment takes effect from the relevant CPI Review Date. In the meantime, the Tenant must continue to pay the rent at the old rate and, when the adjustment is made, the Tenant must immediately pay the shortfall or the Landlord must immediately repay the excess, as the case may be.

4.3 Percentage Review

As from each of the Percentage Review Dates the Rent must be increased by the percentage specified in Item 10C of the Schedule.

4.4 Market Review

As from the Market Review Date until the next Review Date, the Rent will, at the option of the Landlord or the Tenant, be reviewed in accordance with the following provisions:

- (a) If neither party gives the other notice during the period commencing 6 months before the relevant Market Review Date applicable under this paragraph and ending 3 months after the relevant Market Review Date (**Notice Period**) that it requires the Rent to be reviewed, there will be no review of the Rent as at that Market Review Date. Time is of the essence in regard to the Notice Period.
- (b) If either the Landlord or the Tenant gives the other notice during the Notice Period that it requires the Rent to be reviewed at the relevant Market Review Date, the Rent will be the amount agreed in writing by the Landlord and the Tenant and, if they do not agree within 2 months after service of the notice, the Rent will be the higher of:
- (i) the fair market rent of the Premises determined in accordance with clause 4.5; and
- (ii) the Rent payable immediately before the relevant Market Review Date.

4.5 Determination by valuer

- (a) The fair market rent for the Premises will be as determined by a qualified valuer appointed by the President for the time being of the Australian Property Institute

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(Relevant State Division) and, if that body ceases to exist, another body serving substantially the same objects as that body on the application of either the Landlord or the Tenant. The valuer is deemed to act as an expert and not as an arbitrator. The valuer's determination is final and conclusive and the valuer's fees must be borne equally by the Landlord and the Tenant.

- (b) In determining the fair market rent:
- (1) no account is to be taken of any goodwill attributable to the Premises because of any trade or business carried on from the Premises by the Tenant or any sub-tenant;
 - (2) no account is to be taken of the effect of any improvement to the Premises (to which the Landlord has given consent) carried out by the Tenant or any sub-tenant, except where the Tenant was obliged under this lease to make the improvement;
 - (3) the Premises must be valued as if they are available to be let as a whole with vacant possession;
 - (4) no account is to be taken of any effect on rent caused by Specialist Diagnostic Services Pty Ltd or a related body corporate of Specialist Diagnostic Services Pty Ltd being the tenant;
 - (5) account is to be taken of the age, condition and location of the Premises;
 - (6) no account is to be taken of the value of the Tenant's fixtures and fittings in the Premises;
 - (7) where the fair market rent is to be determined for more than one floor, an allowance or discount must be made due to the Premises comprising more than one whole floor; and
 - (8) account is to be taken of any concession or incentive including any period of Rent abatement (which may have been required to secure the Tenant at the commencement of the lease or which would at the time of the relevant review be required to secure a tenant) by adjusting the reviewed Rent to spread the influence of the concession or incentive through the Rent and so derive the true market value.

4.6 Adjustment payment

- (a) The Tenant must pay the new Rent from the CPI Review Date, Percentage Review Date or Market Review Date, as the case may be.
- (b) In the case of a CPI review until the Landlord notifies the Tenant of the new Rent, the Tenant must continue to pay the existing Rent to the Landlord. The adjustment to the Rent will still take effect from the relevant CPI Review Date, and after notification of the new Rent on or after the relevant Review Date, the Tenant must within 28 days pay any shortfall.
- (c) The Landlord must calculate any necessary adjustment between the Rent the Tenant has paid and the Rent the Tenant should have paid from the Review Date.

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- (d) If, on the relevant Market Review Date, the revised Rent has not been determined as provided in this clause, then pending the determination the Tenant must continue to pay rent of the amount equal to the Rent payable immediately before the relevant Market Review Date, and any adjustment calculated from the relevant Market Review Date must be made within 28 days after the amount of the Rent is known.

5 Outgoings

Intentionally deleted

6 Use of Premises and assignment

6.1 Permitted use

The Tenant may only use the Premises for the purpose specified in Item 8 of the Schedule or any other purpose that the Landlord may from time to time approve, which approval must not to be unreasonably withheld or delayed. The use of the Premises by the Tenant in accordance with the provisions of this lease and the permitted use will not constitute a breach of this lease and the Landlord will not unreasonably withhold its consent to any other use approved by the relevant authorities.

6.2 No noxious use

The Tenant must not at any time do or knowingly allow to be done in or on the Premises:

- (a) any immoral or illegal act, trade, business, occupation or calling; or
- (b) anything which causes damage or disturbance to the occupiers or owners of adjoining or neighbouring lands or buildings. This clause 6.2(b) does not prevent or restrict the Tenant from using the Premises for any purpose referred to in clause 6.1.

6.3 Restrictions on assignment and other dealings

- (a) The Tenant must not during the continuance of this lease assign, transfer, mortgage, charge or otherwise deal with the Tenant's interest in the Premises without the Landlord's prior consent, which must not be unreasonably withheld or delayed if:
 - (1) the Tenant proves to the Landlord's reasonable satisfaction that the proposed assignee, transferee, sub-tenant or licensee (collectively the Ingoing Tenant) is a respectable, responsible and solvent person;
 - (2) the Ingoing Tenant, if it is or includes a proprietary company, furnishes to the Landlord any guarantees of its obligations under this lease that the Landlord reasonably requires;
 - (3) the Tenant and the Ingoing Tenant enter into a deed with the Landlord in the form reasonably required by the Landlord in which the Ingoing Tenant covenants to duly comply with the Tenant's obligations under this lease; and

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- (4) the Tenant pays to the Landlord the proper costs and expenses, including legal costs, fees and expenses:
 - (A) incurred by the Landlord in making inquiries as to the respectability, responsibility and solvency of the Incoming Tenant; and
 - (B) of and incidental to the Landlord giving its consent and the preparation or perusal (as applicable) and completion of the deed referred to in clause 6.3(3).
- (b) Despite anything in this clause 6.3, the Landlord's consent is not required for:
 - (1) a sub-letting of the Premises or any part of them;
 - (2) an assignment of this lease to a company which is a related body corporate of the Tenant within the meaning of the Corporations Act 2001 (Cth); or
 - (3) any fixed or floating charge over the whole of the Tenant's undertaking.
- (c) The obligations of the outgoing Tenant continue until the Termination Date but do not continue into any period of holding over or into any Option Term.

6.4 Body Corporate rules and Common Areas

The Landlord must use its best endeavours to ensure that the Tenant has the non-exclusive right to use the Common Areas subject to:

- (a) the terms of this lease; and
- (b) the rules made from time to time by the Body Corporate.

The Tenant is bound to comply with the rules of the Body Corporate, so long as copies of the rules have been provided to it.

7 Maintenance, repair and alterations

7.1 To keep in repair

- (a) The Tenant must during the Term and otherwise for so long as the Tenant remains in possession or occupation when, where and as often as needed maintain, repair and keep the Premises in the order and condition they were in at the Commencement Date, except for:
 - (1) fair wear and tear, structural defects, damage resulting from structural defects, and repairs and maintenance of a structural or capital nature; and
 - (2) damage by fire, explosion, storm, tempest, lightning, earthquake, floods, riots, civil commotion, aircraft accident, objects falling from aircraft, Act of God and any other risk against which the Landlord or a prudent landlord would insure or has insured or is obliged to insure under this lease.

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- (b) The Tenant is not responsible under any circumstances for structural or capital repairs or maintenance or for the replacement or the cost of replacement of any major component of any part of the Building, unless required because of a wrongful act or omission of the Tenant or its contractors and the damage is not the subject of the exceptions referred to in clause 7.1(a)(2).

7.2 Waste storage

- (a) The Tenant must store and keep all trade waste and rubbish in proper receptacles; and
- (b) the Tenant must arrange for regular removal of all trade waste, trash and rubbish from the Building excluding any Common Areas which are the responsibility of the Landlord where there are other tenants in the Building.

7.3 Breakages

The Tenant must promptly and with all due diligence repair defective windows, lights, doors, locks and fastenings and replace missing light globes and fluorescent tubes, keys and key cards.

7.4 Broken glass

The Tenant must repair and replace all broken glass including exterior windows with glass of the same or similar quality.

7.5 Air Conditioning maintenance and repair

If the Premises are serviced by Air Conditioning Equipment supplied by the Landlord, the Landlord must repair at the Landlord's expense any breakdown or defect in the Air Conditioning Equipment within a reasonable time of notice being given of the breakdown or defect. If the Landlord fails to repair the Air Conditioning Equipment within a reasonable time, the Tenant may arrange repairs at the Landlord's cost and the Tenant may deduct any payment made by it for the repairs made under this clause by deduction from the Rent.

7.6 Landlord to carry out repairs

The Landlord must at its own cost:

- (a) keep the Premises wind and watertight and in sound structural condition;
- (b) in a proper and timely manner carry out all repairs, maintenance and replacements to the Premises which are not specifically payable by the Tenant under this lease, including structural and capital repairs and maintenance and for the replacement and the cost of replacement of any major component of any part of the Building, unless required because of a wrongful act or omission of the Tenant or its contractors;
- (c) fully maintain, replace and repair and keep the Landlord's fixtures and fittings, including, subject to clause 7.5, the Airconditioning Equipment, in good and substantial repair, working order and condition; and
- (d) repaint the exterior of the Premises as and when reasonably required by the Tenant.

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7.7 Landlord entry rights to carry out repairs

- (a) The Landlord may at all reasonable times, on giving the Tenant at least 24 hours notice, except in an emergency when no notice is required, enter the Premises accompanied by a representative of the Tenant, so long as a representative is made available by the Tenant for this purpose during normal business hours with workmen and others and all necessary materials for the purposes of:
 - (1) complying with any request, requirement, notice or order of any authority that has jurisdiction or authority over or in respect of the Premises ; or
 - (2) complying with its repair and maintenance obligations under the lease.
- (b) In exercising any power under this clause 7.7, the Landlord must:
 - (1) minimise as far as practicable any inconvenience or interruption to the business of the Tenant and not cause any undue inconvenience to the Tenant;
 - (2) first give reasonable notice to the Tenant of its intention to enter and agree a program and if necessary staging of any works with the Tenant; and
 - (3) be accompanied by a representative of the Tenant (so long as a representative is made available by the Tenant for this purpose).

7.8 Tenant may repair

If the Landlord does not carry out repairs or maintenance within a reasonable time after being notified by the Tenant of repairs or maintenance to be carried out by the Landlord in accordance with its obligations under the lease, the Tenant may undertake or cause to be undertaken the repair and maintenance and may deduct the costs thereof from any Rent payable to the Landlord.

7.9 Structural alterations

The Tenant must not make any structural alterations or additions to the Premises without the Landlord's prior consent, which must not be unreasonably withheld or delayed. The Landlord may, as a condition of giving its consent to a structural alteration or addition to the Premises, require the Tenant to remove that alteration or addition and to reinstate the Premises at the expiry or earlier termination of the Term.

8 General Tenant's obligations

8.1 Services

The Tenant must pay all accounts for the supply of all water, gas, electricity, telephone and other services to the Premises as and when they become due.

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8.2 Floor overloading

The Tenant must not knowingly do or allow to be done on the Premises anything in the nature of overloading any floor of the Building which might cause the Building to be strained, or any walls or floors to sag or deflect from the right line, or otherwise damage the Building.

8.3 Use of facilities

The Tenant must not:

- (a) use or knowingly allow the lavatories, toilets, sinks, drainage and other plumbing facilities in the Premises to be used for any purposes other than those for which they were constructed or provided; or
- (b) deposit or allow to be deposited in these facilities any sweepings, rubbish or other matter.

The Tenant must make good any damage to these facilities caused by the Tenant's misuse.

8.4 Heating

So long as the Tenant has first been given copies of all relevant policies of insurance for the Building and Premises, the Tenant must not knowingly use or allow to be used any method of heating or lighting the Premises in contravention of any insurance policy in respect of the Premises.

9 Insurance and destruction

9.1 Public risk insurance

The Tenant must:

- (a) effect and maintain during the Term and any overholding at its own expense with a reputable insurer public risk insurance against liability for bodily injury or property damage arising from the use or occupation of the Premises for at least \$10 million;
- (b) punctually pay all the premiums payable in respect of the insurance; and
- (c) produce and promptly deliver to the Landlord, if the Landlord so demands, a certificate of currency in respect of the insurance noting the interests of the Landlord as owner of the Premises and any mortgagee of the Premises.

9.2 Building insurance

The Landlord must:

- (a) at all times during the Term and any overholding at its own expense insure with a reputable insurer the Premises (but excluding all additions to the Premises carried out by the Tenant and all tenants' fixtures and fittings) for their full replacement value against fire, explosion, storm, tempest, lightning, earthquake, floods, other Acts of God, riots, civil commotion, aircraft accident, objects falling from aircraft, and any other risks that a prudent landlord may reasonably require; and

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- (b) produce and promptly deliver to the Tenant, if the Tenant so demands, a certificate of currency in respect of the insurance.

9.3 Insurance not to be voided

So long as the Tenant has first been given copies of all relevant policies, the Tenant must not at any time during the Term and any holding over period knowingly:

- (a) do, omit or allow to be done or omitted on the Premises; or
- (b) bring onto or keep on the Premises, or allow to be brought onto or kept on the Premises,

anything which may render void or voidable any insurance relating to the Premises against damage by fire and other risks.

9.4 Total Destruction

- (a) If the Premises are:
 - (1) totally destroyed or damaged so as to render the repair or making good of the damage impractical or undesirable; or
 - (2) compulsorily acquired by any competent authority,either party may within 30 days from the date of destruction, damage or acquisition by notice to the other terminate this lease with effect from the date of damage, destruction or acquisition.
- (b) If neither party delivers to the other a notice terminating this lease, the Landlord must within 2 months after the occurrence of the damage or destruction commence to rebuild and diligently complete rebuilding the Premises substantially in accordance with its original design or another design that the Landlord and Tenant agree on, having regard to the nature of the business conducted by the Tenant from the Premises.
- (c) If the Premises are not rebuilt within 6 months after the occurrence of the damage or destruction and ready for use and occupation by the Tenant, then the Tenant may by notice to the Landlord terminate this lease with effect from the date of this notice.

9.5 Partial destruction

- (a) If the Premises are:
 - (1) partially destroyed or damaged; or
 - (2) if access to the Premises is substantially inhibited by such destruction or damage,

the Landlord must as soon as reasonably possible and, in any event, within 1 month, replace and make good the whole of the destroyed or damaged portion of the Premises as nearly as possible to the condition it was in immediately before the damage or destruction.

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- (b) If the Landlord does not promptly and with all due diligence commence to repair and make good the damage or destruction, or does not complete the repairs or making good within 3 months, then the Tenant may by notice to the Landlord terminate this lease with effect from the date of the notice.

9.6 Dispute

If there is any dispute between the Landlord and the Tenant as to whether the Premises are totally destroyed or damaged the dispute must be referred to a practising architect appointed by the President of the Relevant State's Chapter of the Royal Institute of Architects (Relevant State Division) who will act as an expert and not as an arbitrator in determining the dispute and whose decision will be final and binding on the parties. The costs of the expert will be borne equally.

9.7 Abatement on damage

- (a) If the whole or any part of the Building or the access to it is destroyed or damaged so as to render the Premises during the Term substantially inaccessible or unfit for use and occupation by the Tenant, then the total Rent and all other money payable by the Tenant under this lease, or a proportionate part of it according to the nature and extent of the damage sustained, will abate until the Premises have been rebuilt, reinstated or made accessible or fit for use and occupation.
- (b) The Tenant is not entitled to any abatement under clause 9.7(a) if the damage or destruction is caused by an act, omission or default of the Tenant as a consequence of which the insurance policy in respect of the Premises has been vitiated or payment of any insurance money under the policy is refused.
- (c) Any dispute as to the duration or extent of the abatement under clause 9.7(a) must be referred to arbitration under the provisions of the laws in force in the State in which the Premises are situated.

10 Indemnities and release

10.1 Release

The Tenant:

- (a) occupies and uses the Premises at its own risk; and
- (b) releases to the full extent permitted by law the Landlord and its contractors, employees and agents from all claims and demands of every kind resulting from any accident, damage, death or injury occurring in the Premises, except to the extent that the accident, damage, death or injury is caused by the neglect, act, default or omission of the Landlord or its contractors, employees or agents.

10.2 General indemnity

The Tenant indemnifies the Landlord against all actions, claims, demands, losses, damages, costs and expenses for which the Landlord is or may be or become liable in respect of or arising from any damage to property, loss of life, or injury to persons to the extent caused or contributed to by the Tenant or its contractors, employees or agents in or on any part of the

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Premises, whether in the occupation or control of the Landlord, the Tenant or any other person. But the Tenant is not obliged to indemnify the Landlord in respect of:

- (a) claims arising from loss or damage attributable to the defective or dangerous condition of any of the Landlord's property, including the Premises, except to the extent to which the defective or dangerous condition was created by the Tenant or its contractors, employees or agents;
- (b) any accident or injury to or death of any person or damage or injury to or loss of the property of any person to the extent caused or contributed to by the neglect, act, default or omission of the Landlord or its contractors, employees or agents in which case the Landlord remains responsible to the extent of the contribution; or
- (c) claims by an employee of the Landlord in respect of which the Landlord is covered under workers compensation insurance where the injury is not due to the negligence of the Tenant or its employees or agents.

10.3 Indemnity against Contaminants etc

The Landlord indemnifies the Tenant and its officers, directors, employees, agents, representatives and mortgagees against all liability arising from, and expenses incurred in connection with, the presence of any Contaminant or breach of any Environmental Law, including any that arise out of any injury or damage to property which the Tenant suffers or incurs as a result of the presence of any Asbestos on the Premises.

11 Landlord's obligations

11.1 Quiet enjoyment

So long as the Tenant pays the Rent reserved by this lease and duly and punctually complies with its obligations under this lease, the Tenant may peaceably possess and enjoy the Premises during the Term without any interruption or disturbance from the Landlord or any other person lawfully claiming by, from or under the Landlord.

11.2 Services

The Landlord must use its best endeavours to ensure that all Services to the Building are operating and available to the Tenant at all times but is not liable to the Tenant if the Services are not operating and available to the Tenant due to any act or thing beyond the control of the Landlord.

11.3 Landlord to pay rates and comply with orders

To the extent that these obligations are not the Tenant's responsibility under this lease, the Landlord must:

- (a) pay all rates, charges, taxes and other assessments levied, assessed or otherwise charged or taxed against the Premises; and
- (b) comply with all statutes, ordinances, proclamations, orders and regulations affecting or relating to the Premises.

The Landlord represents and warrants to the Tenant that all those statutes, ordinances, proclamations, orders and regulations have been complied with as at the Commencement Date.

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11.4 Mortgagee and charges

The Landlord must obtain from any mortgagee, caveator or chargee of the Land their unconditional written consent to this lease. The Tenant must pay to the Landlord the Landlord's reasonable costs in obtaining those consents.

11.5 Common Areas and Services

- (a) Except as provided in clause 7.1, the Landlord must at all times during the Term and any holding over period keep any Common Areas in a good and suitable state of repair.
- (b) The Landlord is not responsible or liable to the Tenant for any loss or damage suffered by the Tenant as a result of any breakdown of or defect in any installations or Services caused by anything beyond the Landlord's reasonable control.

11.6 Requirements of public authorities

- (a) The Tenant and the Landlord in accordance with their respective obligations under the lease must comply with all statutes and ordinances affecting or relating to the Premises or the use of the Premises, and with all requirements made or notices or orders given by any authority that has jurisdiction or authority in respect of the Premises or the use of the Premises (each a Requirement).
- (b) The Tenant is not required by clause 11.6(a) to:
 - (1) make any structural or capital alterations or works except where the same are required due to:
 - (A) the sex or number of employees of the Tenant; or
 - (B) the nature of the Tenant's business; or
 - (C) the Tenant's use or particular occupation of the Premises; or
 - (2) comply with any Requirement which would have required compliance whether or not the Tenant was in occupation of the Premises.

11.7 Acknowledgment as to ownership of fixtures and fittings

The parties acknowledge and agree that all Tenant's chattels and fittings are and will remain the Tenant's property.

12 Default and termination

12.1 Re-entry or surrender on default

If:

- (a) the Rent or any part of it remains unpaid for 30 days after the due date for payment, or

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- (b) the Tenant, being a corporation, makes any arrangement or composition with its creditors or enters into liquidation (except for the purpose of amalgamation or reconstruction) or has a receiver or receiver and manager or an official manager appointed; or
- (c) the Tenant fails to comply with any of its obligations expressed or implied in this lease, and the failure continues for the period specified in clause 12.4(b) after the service of a notice on the Tenant requiring the Tenant to remedy the failure (unless the failure to comply has been waived or excused by the Landlord in writing),

the Landlord may, without prejudice to any claim which the Landlord may have against the Tenant in respect of any breach of the Tenant's obligations under this lease, re-enter and repossess the Premises, and on re-entry this lease will absolutely terminate. If the Landlord does not exercise the rights under this lease on one or more occasions, it does not preclude exercising of the Landlord's rights on later occasions.

12.2 Landlord may remedy Tenant's default

If the Tenant fails to pay any money or to do anything which the Tenant must pay or do under this lease, the Landlord may, without prejudice to any rights or powers arising from the default, pay the money or do the thing by itself as if it were the Tenant, and for that purpose the Landlord may enter the Premises for the purpose of doing or effecting that thing.

12.3 Damages for breach of essential terms

- (a) The parties agree that clauses 3, 1.1, 6.1, 6.3, 7.1 and 9.1 are essential terms of this lease and a breach for non-observance or non-performance of any one or more of such covenants, terms and conditions will be deemed to be a fundamental breach of the provisions of this lease on the part of the Tenant.
- (b) If the Tenant breaches an essential term of this lease and the Landlord re-enters and takes possession of the Premises, the Landlord may recover all money payable by the Tenant under this lease up to the expiration of the Term.

12.4 Opportunity to rectify default

Despite any other provision in this lease, the Landlord must not re-enter the Premises or terminate or forfeit this lease or the Term unless the Landlord first gives the Tenant notice of the breach, default or non-compliance on which the Landlord relies in seeking to act. If the breach, default or non-compliance is remediable:

- (a) by payment of money, and the Tenant pays to Landlord within 30 days of service of the notice all money necessary to remedy the breach, default or non-compliance; or
- (b) other than by the payment of money, and the Tenant within 30 days of the service of the notice gives the Landlord a written undertaking to remedy the breach, default or non-compliance and does remedy it within a reasonable time having regard to its extent, but in any event within 3 months of giving the undertaking,

then the Landlord is not entitled to rely on, and will be deemed to have waived absolutely, the breach, default or non-compliance specified in the notice to the Tenant as a ground for re-entry,

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termination or forfeiture, and this lease will continue in full force and effect as if the breach, default or non-compliance had not occurred.

12.5 Yielding up

The Tenant must at the expiry or earlier termination of this lease peaceably surrender and yield up the Premises to the Landlord.

12.6 Removal of Tenant's Fixtures

The Tenant may at or before the termination of this lease (and must, if required by the Landlord at or immediately following the expiry or earlier termination of the Term) remove from the Premises the Tenant's chattels and fittings.

In removing these items, the Tenant must:

- (a) not damage the Premises; and
- (b) promptly make good any damage which the Tenant does cause.

13 Signage

Subject to the requirements of any relevant authority and if applicable the existing signage of other occupants of the Building, the Tenant may construct, install or attach to the interior and exterior of the Premises including the roof any signs, notices, logos or advertisements of any kind which are in accordance with the usual corporate standard adopted by the Tenant from time to time.

14 General

14.1 Waiver

No waiver by the Landlord of one breach of any obligation contained or implied in this lease operates as a waiver of another breach of the same or of any other obligation contained or implied in this lease.

14.2 Costs of lease and registration

- (a) Each party must pay its own legal costs of and incidental to the preparation and completion of this lease.
- (b) The Tenant must pay all stamp duty payable and registration fees on this lease (if any) and the Landlord's proper and reasonable legal costs:
 - (1) on any application for the Landlord's consent under this lease;
 - (2) of or incidental to any breach or default by the Tenant under this lease; and
 - (3) of or incidental to the valid exercise or valid attempted exercise of any right, power or remedy of the Landlord under this lease.

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- (c) If required by the Tenant the Landlord must promptly cause the lease to be registered under the Property Law Act 1974 (Qld) and the Tenant must pay any costs of a survey plan required for registration.

14.3 Notices

- (a) Any notice, demand, consent or approval (collectively notice) under this lease must be:
- (1) in writing; and
 - (2) given to or served on (as applicable):
 - (A) the Tenant, by being left at its registered office or being posted by registered post to the Tenant at its registered office and marked for the attention of Group Property; and
 - (B) the Landlord, by being left at the Landlord's registered office or at its principal place of business in the Relevant State (in the case of a company) or the last known private address (in the case of an individual), or by being posted by registered post to the Landlord at the Landlord's office, principal place of business or private address (as applicable).
- (b) A notice, if posted, is taken as duly served at the expiry of 3 Business Days after the date of posting. In proving it has been given, it is sufficient to prove that the envelope containing the notice was properly addressed, stamped and registered and put into a post office box in Australia.
- (c) A notice given by a company may be sealed by the company or signed on its behalf by the manager, the company secretary, other authorised officer of the company or its solicitors.

14.4 "For Sale" and "To Let" notices

The Tenant must:

- (a) throughout the Term at all reasonable times and on 24 hours notice, allow the Landlord to show the Premises to prospective purchasers and to fix and display on any reasonable part of the Premises the usual "For Sale" notice; and
- (b) during the 3 months immediately preceding the Termination Date, unless the Tenant has exercised its right (if any) to a further term allow the Landlord, on giving 24 hours prior, reasonable, written notice, to show the Premises to prospective tenants and to fix and display on any reasonable part of the Premises the usual "To Let" notice.

In inspecting the Premises and fixing the notices the Landlord must not cause any unnecessary inconvenience to the Tenant or interfere with the conduct of the Tenant's business on the Premises.

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14.5 Non-merger

None of the terms or conditions of this lease nor anything done under or in connection with this lease or any other agreement between the parties will operate as a merger of any of the rights and remedies of the parties under this lease or under that other agreement, all of which will continue in full force and effect.

14.6 Relationship of parties

Nothing expressed or implied in this lease may be deemed or treated by the parties or by any third party as creating the relationship of partnership, principal and agent, or joint venture between the parties. The parties understand and agree that neither the method of computation of Rent nor any other provision in this lease, nor any acts of the parties, will be deemed to create any relationship between the parties other than that of Landlord and Tenant on the terms and conditions in this lease.

14.7 Holding over

If the Tenant continues to occupy the Premises with the Landlord's consent after the expiry or earlier termination of the Term or the period of any validly exercised option, the Tenant will become a monthly tenant only at a monthly rental equal to a monthly proportion of the total annual Rent payable by the Tenant under this lease at that time and otherwise on the same terms and conditions as those contained in this lease so far as applicable.

14.8 Severance

If any part of this lease is or becomes void or unenforceable, that part is or will be severed from this lease to the intent that all parts that are not or do not become void or unenforceable remain in full force and effect and are unaffected by that severance.

15 Option of renewal

15.1 Option

If:

- (a) the Tenant wishes to take a renewed lease of the Premises for the Option Term specified in Item 11A of the Schedule from the expiry of this lease, the Tenant must give the Landlord written notice that it wishes to do so on or before the last day to exercise specified in the option in Item 11B of the Schedule; and
- (b) the Tenant has remedied any default under this lease of which the Landlord has given the Tenant notice,

the Landlord must grant to the Tenant a renewal of this lease for that Option Term.

15.2 Terms of renewed lease

The renewed lease will be subject to the same provisions as are contained in this lease except that:

- (a) if the number of unexercised Option Terms is more than 1, the number of option terms specified in Item 12 of the Schedule will be reduced by 1;

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- (b) if the number of unexercised Option Terms is 1:
 - (1) this clause 15 must be deleted; and
 - (2) Items 11 and 12 of the Schedule must be deleted;
- (c) if the commencement date of the Option Term is a date specified in Items 10A or 10C of the Schedule, the Rent must be determined in accordance with clause 4; and
- (d) if the commencement date of the Option Term is not a date specified in Items 10A or 10C of the Schedule, the Rent must be equal to the rent payable during the last year of the previous term and must not be reviewed until the next date specified in Items 10A or 10C of the Schedule.

16 Goods and Services Tax (GST)

When determining the amount payable for any goods, services or any other thing under this lease (**Consideration**), the following principles apply:

- (a) if the recipient of Consideration is liable to GST in relation to the supply of goods, services or any other thing under this lease, the Consideration must be increased by the amount of GST;
- (b) if the Consideration is calculated by reference to any cost, expense or liability however described (**Cost**) incurred by a party, the reference to Cost means the actual amount incurred by the party less the amount of GST input tax credit the party is entitled to claim in respect of that Cost;
- (c) the Landlord will do all that is required, including providing invoices, to enable or assist the Tenant in claiming any GST input tax credit; and
- (d) if the price for a supply of anything provided under this lease is to be increased by reference to movements in any index, such as the Consumer Price Index, any increase in the index attributable to the introduction of, or change in the rate of, GST is to be excluded from the index in calculating the increased price.

17 Body Corporate provisions

17.1 Application of clause

This clause applies if the Land is at any time the subject of a community titles scheme under the BCCMA.

17.2 Interpretation

Unless the contrary intention appears, a word or expression used in this clause, but not defined in this lease, and defined in the BCCMA has the meaning given by the BCCMA.

17.3 Contributions levied by Body Corporate

The Tenant must on demand pay to the Body Corporate, or as the Body Corporate directs, the Proportion of a Contribution.

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17.4 Tenant Outgoings adjusted

The Landlord must not include in the Outgoings an amount of expenditure included in a Contribution.

17.5 Tenant to comply with BCCMA

The Tenant must comply with the BCCMA.

17.6 Notify Landlord

The Tenant must give written notice to the Landlord of any notice or order received from an adjudicator, the relevant planning authority or any Court relating to the Premises or the Common Property.

18 Lease Conditional

- (a) This lease is conditional upon:
 - (1) the Tenant being an approved pathology authority under the Health Insurance Act 1973;
 - (2) the Premises being approved as a licensed pathology collection centre under the Health Insurance Act 1973;
 - (3) the Tenant's annual allocation of licenses under the Health Insurance Act 1973; and
 - (4) the Tenant and the Premises holding all approvals under any other relevant legislation in order for the Tenant to conduct a pathology service at the Premises.
- (b) If any of the approvals or licences referred to in clause 18(a) are withdrawn, suspended, reduced in a number or otherwise removed in a manner by the actions of the Commonwealth or State government body responsible for regulating the affairs of pathology services, and if the Tenant's approval license is not fully reinstated within one month from the date on which it was so removed, then the Tenant may, 7 days after service of a written notice on the Landlord, bring this lease to an end.

19 Exclusivity

The Landlord must not during the Term of this lease or any extension, renewal or holding over of this lease:

- (a) carry on or be concerned, engaged, interested or employed directly or indirectly in a trade, business or calling similar to that conducted by the Tenant in the Premises; or
- (b) grant a lease, licence or any right to occupy any part of the Building to any person other than the Tenant for the purposes of a pathology collection centre or an associated medical use or any trade business or calling similar to that conducted by the Tenant in the Premises.

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Schedule - Items

1A. Landlord	Hunts Outboard Services Pty Ltd ACN 011 054 256 of 13 Watkins Street, Tully QLD 4854
1B Tenant	Specialist Diagnostic Services Pty Ltd ACN 007 190 043 C/- Group Property, Level 1, 40 Oxley Street, St Leonards NSW 2065
2. Land	Part of Lot 509 on Crown Plan T7462 contained in Title Reference 18789114
3. Premises	Part of the Land and Building known as 11 Watkins Street, Tully QLD 4854 comprising approximately 80m ² as shown hatched on the attached plan.
4. Term	Three years
5. Commencement Date	1 March 2014
6 Rent Commencement Date	1 March 2014
7. Termination Date	28 February 2017
8. Use	Approved pathology collection centre, laboratory and any other use as may be permitted under the local zoning or planning scheme.
9. Rent	\$13,375.38 per annum plus GST, inclusive of outgoings, payable monthly in advance on the first day of each month commencing on the Rent Commencement Date and pro rata for part of a month.
10A. CPI Review Dates	Annually during the Term and Option Term including the Commencement Date of any Option Term.
10B Percentage Review Dates	Not applicable
10C Percentage Increase	Not applicable
10D Market Review Dates	Not applicable
11A Option Term	Three years
11B Last Day for Exercising Option for Renewal	28 February 2017 and 28 February 2020
12 Number of Option Terms	Two

THIS AREA ONLY

ELEVATION.

fixed aluminum glass panels

fixed glass panels

door, aluminum 21" x 70" with detail

DETAIL 'D'

SHOWROOM

STORY

Provide 1200 long 5.5 inch x 6 inch

Provide 60-7519s beam to extend through each side edge to the fixed glass stud, after DETAIL 'D'

Provide 2-6" x 8 1/2" angles over fixed plate DETAIL 'E'

2'-0"

1'-0"

SHED AREA

FLOOR PLAN.