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1. Lessor	Lodger (Name, address, E-mail & phone number)	Lodger Code
Ganbros Pty Ltd ACN 010 001 117, Ganboys Pty Ltd ACN 010 001 108 and Gansons Pty Ltd ACN 010 001 126	HopgoodGanim Lawyers Level 8, Waterfront Place 1 Eagle Street Brisbane Qld 4000 Telephone: 3024 0000 Email: d.battams@hopgoodganim.com.au	BE187A
		File No: 2093029

2. Lot on Plan Description	Title Reference
Lot 1 on RP 121293	14324060

3. Lessee	Given names	Surname/Company name and number	(include tenancy if more than one)
		Rio Tinto Exploration Pty Limited ACN 000 057 125	

4. Interest being leased
Fee simple

5. Description of premises being leased
Lease A being part of the ground floor of the building erected on the Land and Lease being part of the Land as shown hatched or edged in black on the sketch plan contained in Attachment 1 of this Lease. h

6. Term of lease	7. Rental/Consideration
Commencement date/event: <u>18.12.2020</u>	See Schedule attached
Expiry date: <u>17.12.2030</u> and/or Event:	
#Options: Nil	
#Insert nil if no option or insert 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; *~~the attached schedule and document no.~~; *document no.; *Option in registered Lease no. has not been exercised. * delete if not applicable

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

Witnessing Officer	Execution Date	Lessor's Signature
..... signature/...../2020
..... full name		See Enlarged Panel attached
..... qualification		

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

9. Acceptance

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

Witnessing Officer	Execution Date	Lessee's Signature
..... signature/...../2020
..... full name		See Enlarged Panel attached
..... qualification		

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

Title Reference: 14324060

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; ~~*the attached schedule and document no.~~; *document no.; ~~*Option in registered Lease no. has not been exercised.* delete if not applicable~~

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

Witnessing Officer

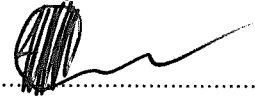
Execution Date

Lessor's Signature

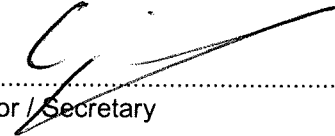
Ganbros Pty Ltd ACN 010 001 117

.....signature

x. 12, 06 /2020

x.  Director

.....full name

x.  Director / Secretary

.....qualification

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

Witnessing Officer


Execution Date

Lessor's Signature

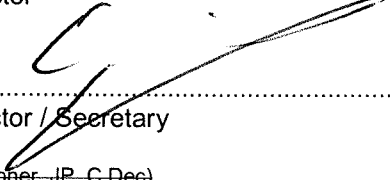
Ganboys Pty Ltd ACN 010 001 108

.....signature

x. 12, 06 /2020

x.  Director

.....full name

x.  Director / Secretary

.....qualification

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

Witnessing Officer

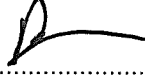
Execution Date

Lessor's Signature


Gansons Pty Ltd ACN 010 001 126

.....signature

x. 12, 06 /2020

x.  Director

.....full name

x.  Director / Secretary

.....qualification

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

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9. Acceptance

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

Witnessing Officer

Execution Date

Lessee's Signature

Rio Tinto Exploration Pty Limited ACN 000 057
125

.....signature

.....full name

.....qualification

x...4...6.../2020

x.....

Director

x.....

Director / Secretary

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

~~OR~~

~~Witnessing Officer~~

~~Execution Date~~

~~Lessee's Signature~~

~~Rio Tinto Exploration Pty Limited ACN 000 057
125 by its duly constituted Attorney under
Power of Attorney Registered No~~

~~x.....signature~~

~~x...../...../2020~~

~~x.....~~

~~x.....full name~~

~~x.....signature~~

~~x.....qualification~~

~~x.....full name~~

~~x.....position held~~

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

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1. Reference Schedule, definitions and interpretation

1.1 Reference Schedule

Where an expression used in this Lease appears in the Reference Schedule, that expression has the meaning shown opposite it in this Reference Schedule.

Lessor	
Name	Ganbros Pty Ltd ACN 010 001 117, Ganboys Pty Ltd ACN 010 001 108 and Gansons Pty Ltd ACN 010 001 126
Address	c/- Ownit Homes, 1933 Logan Road, Upper Mount Gravatt Qld 4122
Email	christiang@ownithomes.com.au
Lessee	
Name	Rio Tinto Exploration Pty Limited ACN 000 057 125
Address	37 Belmont Avenue, Belmont WA 6104 or at the Premises
Email	Greg.Shaw@riotinto.com
Guarantor	
Name	Not applicable while the Lessee under this Lease is Rio Tinto Exploration Pty Limited ACN 000 057 125 or any other subsidiary of Rio Tinto Limited ACN 004 458 404
Address	Not applicable
Land	As described in item 2 of the Form 7 Lease Frontsheet
Premises	Part of 18 Thompson Street, Bowen Hills Qld 4006 as described in item 5 of the Form 7 Lease Frontsheet
Term	The period commencing on the Commencement Date and expiring on the Expiry Date as described in item 6 of the Form 7 Lease Frontsheet
Further Term	
Period of Further Term	Nil
Total Period of Original Term and all Further Term(s)	Not applicable
Rent	\$412,925.00 per annum (\$34,410.42 per month) excluding GST as from the Commencement Date, and then subject to review under this Lease.
Fixed Rent Review	
Fixed Review Date(s)	Original Term: The commencement of Lease Year(s): 2, 3, 4, 5, 6, 7, 8, 9 and 10 Any Further Term: Not applicable
Fixed Percentage Increase	3.5%
CPI Rent Review	
CPI Review Date(s)	Original Term: Not applicable Any Further Term: Not applicable

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Market Rent Review	
Market Review Date(s)	Original Term: Not applicable Any Further Term: Not applicable
Outgoings Contribution (and Method)	The Agreed Proportion of the amount (if any) by which the Outgoings for each Accounting Period after the Base Accounting Period exceed the Outgoings for the Base Accounting Period, where the Base Accounting Period is the Accounting Period ended 30 June 2020.
Permitted Use	Commercial office and warehousing.
Deposit (amount)	\$37,851.46 (inclusive of GST)
Lessee's Bond (amount)	Not applicable while the Lessee under this Lease is Rio Tinto Exploration Pty Limited ACN 000 057 125 or any other subsidiary of Rio Tinto Limited ACN 004 458 404

1.2 Definitions

In this Lease:

Access Device means any key, access card or other similar device enabling the Lessee to access the Premises when authorised to do so under this Lease.

Agreement for Lease means the signed agreement between the Lessor, the Lessee and any Guarantor prepared by the Lessor pursuant to which this Lease may have been entered into.

Air Conditioning Equipment means all plant, machinery and equipment for heating, cooling, extracting and otherwise circulating air and associated controls and ducting that may be in or servicing the Premises.

Authorisation means an approval, authorisation, consent, exemption, licence, notarisation, permit or waiver however described (including any condition attaching to it) and any renewal or amendment of it from any Authority or the Lessor or both.

Authority means the local council and any other body providing any public Utilities or Services to or having any jurisdiction over the Premises or the Complex (as the context may require), and includes any Strata Body Corporate.

Bank Guarantee means an irrevocable and unconditional written undertaking in original form issued by an Australian bank to pay the amount of the Lessee's Bond to the Lessor (or to such other person as favouree that the Lessor may require) on demand and otherwise on terms acceptable to the Lessor.

Building means all buildings and other improvements (if any) above or below ground level erected on the Land.

Building Hours mean 8.00 am to 6.00 pm on each Business Day or such other hours as the Lessor may (acting reasonably) designate as the hours during which the Building is open to the public.

Business Day means any day except a Saturday, Sunday or public holiday in the capital city of the Home State.

Claim includes any legal proceeding, claim, demand, loss, damage, cost, expense, compensation or other liability, whether present, future, contingent or unascertained of any description.

Commencement Date means the date specified in the Reference Schedule on which the Term commences.

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Common Areas (if any and where the context permits) mean:

- (a) if the Premises are in a Strata Scheme, the common property designated by the Strata Scheme for common use; and
- (b) in any other case, all non-lettable parts of the Complex designated by the Lessor or intended for common use, and include any car parking areas.

Complex (if any and where the context permits):

- (a) means the whole of the Land and the Building and any other land (including any leasehold land), buildings, structures, premises, property, easement or improvements that the Lessor may at any time incorporate into the Complex for any purpose (or are comprised in the Strata Scheme if the Premises are in a Strata Scheme) and includes the Lessor's Property; and
- (b) excludes any land, buildings, structures, premises, property, easement or improvements that the Lessor may at any time determine do not form part of the Complex.

Condition Report means the report contained in Attachment 3 of this Lease evidencing the condition of the Premises as at the Commencement Date of the Original Term.

Control Date means the later of the Commencement Date of the Original Term, the date (if any) on which the Lessor may have last consented to a transfer of this Lease, and the date (if any) on which the Lessor may have last consented to a Control Dealing under clause 8.3.

Control Dealing means a change in 50% or more of the beneficial holding or control of all the Prescribed Rights in the Lessee or in any holding company of the Lessee (if not a Listed Corporation) or any other change resulting in a different person or group of persons controlling the Lessee's board of directors.

Damage Event means damage or destruction by fire, lightning, storm, flood, tempest, earthquake, strike, civil unrest, explosion, enemy or hostile action, impact by aircraft or aerial object, act of God or other disabling cause.

Dealing means any Lease Dealing, Control Dealing or Security Dealing.

Default Rate means the rate per cent per annum equal to the highest lending rate charged by the Lessor's principal lender to its customers as at the due date for payment for an unsecured business loan of one hundred thousand dollars, plus 2%. A certificate by an officer of the relevant bank or other financial institution is conclusive evidence of the rate.

Deposit means the amount (if any) referred to in the Reference Schedule.

Exit Date means the later of the date on which the Term, any Further Term and any holding over period ends, and the date the Lessee permanently vacates the Premises.

Expiry Date means the date specified in the Reference Schedule on which the Term expires.

Frontsheet means the form commencing on the front page of this Lease.

Further Term means the period (if any) of extension of the Term specified in the Reference Schedule.

GST has the meaning defined in the GST Law.

GST Law means *A New Tax System (Goods and Services Tax) Act 1999* (Cth) or other consumption tax Law.

Guarantor means the party (if any) named as Guarantor in the Reference Schedule.

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Home State means the state or territory of Australia in which the Premises are situated.

Incoming Guarantor means where an Incoming Lessee is:

- (a) a corporation (other than a Listed Corporation or a Related Body Corporate of a Listed Corporation), each director and shareholder of the corporation;
- (b) a Related Body Corporate of a Listed Corporation, the Listed Corporation; and
- (c) a trust, each trustee and unit holder of the trust and each director and shareholder of each corporate trustee and unit holder of the trust.

Incoming Lessee means each person and corporation (other than the Lessee) taking an interest under a Lease Dealing.

Incoming Lessor means any transferee of the Lessor's interest under this Lease.

Incoming Shareholder means each person and corporation holding any Prescribed Rights in the Lessee immediately after a Control Dealing may occur, and includes:

- (a) for a corporation (other than a Listed Corporation or a Related Body Corporate of a Listed Corporation), each director and shareholder of the corporation;
- (b) for a Listed Corporation or a Related Body Corporate of a Listed Corporation, the Listed Corporation; and
- (c) for a trust, each trustee and unit holder of the trust and each director and shareholder of each corporate trustee and unit holder of the trust.

Insolvency Event means:

- (a) the bankruptcy, insolvency, assignment for the benefit of creditors or other demise of the party;
- (b) the appointment of any administrator, receiver, receiver and manager, liquidator, official manager or other person to control the party's assets, or the party is de-registered or otherwise dissolved; or
- (c) the failure of the party to comply with a statutory demand, the enforcement of any judgment, order or Security against the party's interest under this Lease or the party's property or any other property used in connection with the party's business, or the party is otherwise insolvent or unable to pay its debts as and when they fall due.

Land means the land described on the Frontsheet.

Law means any statute, rule, regulation, code, proclamation, order in council, ordinance, local law or by-law, whether present or future and whether State, federal or otherwise.

Lease means this document.

Lease Dealing means any transfer (including assignment), Subdealing, declaration of trust or other dealing by the Lessee in connection with the Premises, this Lease or the Lessee's interest in this Lease.

Lease Documents mean:

- (a) the Agreement for Lease and this Lease; and
- (b) any amendment, guarantee or covenant prepared and signed by the Lessor, the Lessee and any other person in connection with any of them.

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Lease Year means each consecutive period of 12 months starting on the Commencement Date and includes any broken period between the last complete Lease Year and the Expiry Date.

Lessee means the party named as Lessee in the Reference Schedule and includes the Lessee's Agents.

Lessee's Agents include each subtenant, licensee and invitee of the Lessee.

Lessee's Bond means the amount referred to in the Reference Schedule.

Lessee's Business means the business operated from the Premises.

Lessee's Business Name means the name and (if applicable) logo under which the Lessee operates the Lessee's Business.

Lessee's Property means any fixtures, fittings, plant, equipment, Signage or other property in or about the Premises that are not Lessor's Property or Services.

Lessor means the party named as Lessor in the Reference Schedule.

Lessor's Property includes any fixtures, fittings, plant, equipment, doors, locks, windows, drains, Signage or other property owned or supplied by the Lessor in or about or providing Services to the Premises or the Complex.

Lettable Area means the area as determined by the Lessor of the relevant premises measured:

- (a) if the Premises are in a Strata Scheme, to the centre line of the floor, the ceiling slab or roof (as the case may be) and all inter-tenancy and perimeter walls; and
- (a) otherwise in accordance with the relevant specifications for measurement of lettable area recommended by the Property Council of Australia Limited ACN 008 474 422.

Lettable Area of the Complex means the Lettable Area of all premises in the Complex occupied or available for occupation by any tenant or occupier but, to the extent allowed at Law, excludes any Common Areas, parking areas, plant rooms, dedicated storage areas and any other area excluded from the Complex by the Lessor or under Law.

Licensed Area means any area of the Complex licensed by the Lessor to the Lessee for any purpose under the Lease Documents.

Listed Corporation means a corporation in which its voting shares are listed on any Australian Stock Exchange.

Notice means a written notice, demand, legal proceeding or other communication.

Original Term means the Term, or if this Lease is one in a series of tenancies of the Premises, means the first term of the first tenancy in that series.

Permitted Use means the use of the Premises specified in the Reference Schedule.

PPS Act means the *Personal Property and Securities Act 2009* (Cth).

Premises mean the premises as described in the Reference Schedule and:

- (a) if the Premises comprise part of a Building, extend vertically from the internal surface of the floor to the ceiling slab or roof (as the case may be);
- (a) if the Premises comprise the whole or part of a Building, extend horizontally in accordance with the measurement of the Lettable Area for the Premises;

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- (b) if the Premises are in a Strata Scheme, extend in accordance with the Lettable Area of the Premises; and
- (c) include the Lessor's Property in connection with the Premises.

Prescribed Rights mean a voting right, an income participation right, a capital participation right or any combination of those rights.

Reference Schedule means the schedule in clause 1.1 of this Lease.

Redecorate means to repaint the interior and exterior surfaces of the Building that are usually painted and professionally clean all floor coverings in the Building.

Refurbish means to Redecorate and upgrade the Premises and the Lessee's Property in the way reasonably required by the Lessor and clause 6.2 and, if reasonably approved by the Lessor, in the Lessee's corporate style and colour scheme.

Related Body Corporate has the meaning as defined in the *Corporations Act 2001* (Cth).

Related Document means the Lease Documents (excluding this Lease) and any other lease, sublease, license, deed or other document between the Lessor, the Lessee and any other person in connection with the Complex.

Rent means the amount referred to in the Reference Schedule and subject to review under this Lease.

Requirement means a condition (including a condition of any Authorisation), demand, direction, Notice, order, request, requirement or requisition received from or given by any Authority or the Lessor or both.

Retail Legislation means the relevant Law in the Home State governing retail shop leases (for example, in Queensland being the *Retail Shop Leases Act 1994* (Qld)).

Rules mean the Lessor's rules for managing the Complex or any part or precinct of it.

Security means any mortgage, charge, lien, pledge or other Security Interest.

Security Dealing means the creation of any Security by the Lessee affecting the Lessor's Property, the Lessee's Property or the Lessee's interest under this Lease.

Security Interest means any interest constituting a security interest as that term is defined in the PPS Act.

Services mean any maintenance, security, rubbish removal, air conditioning, cleaning (including cleaning materials and sanitary services), water and sewerage, plumbing, drainage, pest control, lighting, electrical, metering, meter reading, communication, fire protection and control, equipment testing and monitoring, technical and other consultants' fees, lift, escalator, heating, caretaking, gardening, landscaping, Signage, car parking, traffic control, child minding and play areas or similar services and all Utilities, plant and equipment (including service costs) in connection with them to or for the Premises or the Complex supplied by or on behalf of the Lessor or any Authority.

Signage means any sign, advertisement, nameplate or other similar notification.

Strata Body Corporate (if any) means the body corporate constituted under the Strata Scheme Legislation for the Strata Scheme and, unless a contrary intention appears, includes the Lessor as a member of the Strata Scheme.

Strata Scheme means a community titles or strata scheme under the Strata Scheme Legislation in connection with the Complex.

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Strata Scheme Legislation means the *Body Corporate and Community Management Act 1997 (Qld)*, the *Land Title Act 1994 (Qld)* and any other Law governing the relevant Strata Scheme (if any).

Structural means any part of the Building that is in the Lessor's opinion load bearing or supportive or both or otherwise fundamental to the fabric of the Building.

Subdealing means any subletting, licensing, sharing or parting of possession of the Premises by the Lessee.

Supply has the meaning defined in the GST Law.

Tenancy Signage means any Signage erected by or on behalf of the Lessee in or about the Premises, including any Signage displaying the Lessee's Business Name.

Term means the term of this Lease commencing on the Commencement Date and expiring at midnight on the Expiry Date.

Termination Date means midnight on the date on which this Lease may end before the Expiry Date because of any earlier termination.

Utilities mean any sources of energy, electricity, gas, water, sewerage, communication or other similar services to or for the Premises or the Complex supplied by or on behalf of the Lessor or any Authority.

Words and expressions not defined in this clause 1.2 may be described elsewhere in this Lease or in the Reference Schedule.

1.3 Interpretation

(a) Unless the contrary intention appears, a reference in this Lease to:

- (1) this Lease or another document includes any variation or replacement of it despite any change in the identity of the parties.
- (2) one gender includes the others;
- (3) the singular includes the plural and the plural includes the singular;
- (4) a person, partnership, corporation, trust, association, joint venture, unincorporated body, Authority or other entity includes any other of them;
- (5) an item, recital, clause, subclause, paragraph, schedule or attachment is to an item, recital, clause, subclause, paragraph of, or schedule or attachment to, this Lease and a reference to this Lease includes any schedule or attachment;
- (6) a party includes each person comprising the party, each personal representative, executor, administrator, successor and substitute (including a person who becomes a party by novation), and each officer, employee, agent, contractor and permitted transferee of the party;
- (7) any Law includes any regulation, instrument or other Requirement under it and any consolidation, amendment, re-enactment or replacement of it;
- (8) money is to Australian dollars, unless otherwise stated;
- (9) a time is a reference to time in the capital city of the Home State unless otherwise specified;
- (10) a month or year means a calendar month or year;

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- (11) a thing includes the whole and any one or more parts of it;
 - (12) writing includes printing, typing, electronic mail and facsimile;
 - (13) any Authority, tribunal, association, institute or other body includes any entity that may, in the reasonable opinion of the Lessor, be constituted instead of or in succession to it; and
 - (14) the President of a body includes any acting President or other principal officer of the body, or that person's delegate.
- (b) The words include, including, such as, for example and similar expressions in this Lease are not to be construed as words of limitation.
 - (c) Where a word or expression is given a particular meaning in this Lease, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
 - (d) The headings to clauses and any table of contents or index in this Lease must be ignored, except headings in the Reference Schedule.
 - (e) A provision of this Lease must not be construed to the disadvantage of a party merely because that party or its advisers were responsible for the preparation of it or the inclusion of the provision in it.
 - (f) Each covenant in this Lease by two or more persons as a party is made jointly by all and separately by each.
 - (g) The date of this Lease is the date that the last party executes it.
 - (h) This Lease is signed, sealed and delivered by each party as a deed.
 - (i) To the extent that there may be an inconsistency between a provision in this Lease and a provision in any other Lease Documents, the provision in this Lease will prevail to the extent of the inconsistency.
 - (j) Any covenant or power implied under any Law is excluded from this Lease, unless it cannot lawfully be excluded because of the Law, or is expressly incorporated into this Lease.

1.4 Consents and approvals

- (a) If this Lease requires the consent or approval of a party, it must not be unreasonably withheld or delayed unless otherwise specified.
- (b) If anything requires the consent or approval of the Lessor, it must be obtained before the act or thing is done, and also requires the consent or approval of any mortgagee of the Lessor.
- (c) The Lessee and the Guarantor must within 14 days after Notice from the Lessor give the Lessor any consent that the Lessor may reasonably require or in the standard form necessary to obtain any consent to or required under this Lease.

2. Grant of Lease

2.1 Term

The Lessor lets the Premises to the Lessee and the Lessee takes the Premises for the Term, subject to any encumbrances affecting the Land.

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2.2 Holding over

- (a) If the Lessee remains in occupation of the Premises after the Expiry Date with the Lessor's consent (which may be refused at the Lessor's discretion), the Lessee holds over as a month to month occupier on the terms of this Lease so far as they are applicable to a monthly tenancy.
- (b) The Lessor or the Lessee may terminate that monthly tenancy on any day by giving at least one month's Notice to the other party.
- (c) The Rent payable by the Lessee at commencement of that monthly tenancy is the amount of Rent payable monthly under this Lease immediately before the Expiry Date increased by the Fixed Percentage Increase (if any) specified in the Reference Schedule unless otherwise notified to the Lessee at least one month before the Expiry Date. That Rent may be reviewed during the monthly tenancy whenever the Lessor may require on not less than one month's Notice to the Lessee.

3. Rent

3.1 Payment of the Rent

The Lessee must pay to the Lessor the Rent during the Term by equal monthly instalments in advance on or before the first day of each month. The first instalment is payable on or before the Commencement Date.

3.2 Apportionment of the Rent

The Rent must be apportioned on a daily basis for any broken period less than a month by dividing the annual Rent for the relevant Lease Year by 365.

3.3 Fixed Rent review

The Rent must be reviewed on each Fixed Review Date (if any) specified in the Reference Schedule by increasing the Rent payable immediately before the Fixed Review Date by the Fixed Percentage Increase (if any) specified in the Reference Schedule.

3.4 Deleted intentionally

3.5 Deleted intentionally

3.6 Deleted intentionally

4. Operating Expenses

4.1 Direct charges on Premises

- (a) In this Lease, in addition to other defined terms:

Utility Supply Agreement means an agreement between the Lessor and the Lessee for the supply of the relevant Utility to the Premises in the form and on terms and conditions reasonably required by the Lessor.

Local Area Retailer has the meaning given in the National Energy Retail Law (Queensland) Regulation 2014 (Qld).

Small Customer has the meaning given in the AER (Retail) Exempt Selling Guideline in force from time to time.

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- (b) The Lessee must pay to the relevant supplier by the due date or reimburse the Lessor within 14 days after Notice from the Lessor the cost of:
- (1) any Services and Utilities (other than electricity) consumed on or supplied to the Premises;
 - (2) installing, connecting, changing and reading any meter and any meter rental for measuring any Utilities; and
 - (3) any rates, taxes, levies, charges, fees or other assessments (present or future) imposed by any Authority or under any Law directly against the Lessee's use or occupation of the Premises, the Lessee's Property or the conduct of the Lessee's Business.
- (c) The Lessee must pay to the relevant supplier by the due date or reimburse the Lessor within 13 Business Days after Notice from the Lessor the cost of any electricity consumed on or supplied to the Premises.
- (d) If the Lessor is willing to supply any Utilities to the Premises by on-selling them to the Lessee:
- (1) the Lessee must within 14 days after Notice from the Lessor enter into a Utility Supply Agreement with the Lessor and renew it whenever reasonably required by the Lessor;
 - (2) the price to be charged for the supply of the relevant Utility (other than electricity supplied to a Small Customer) must not be more than the appropriate tariff applicable as if the Lessee was a direct customer from the supplier of the Utility, plus the Lessor's reasonable costs in connection with the supply of the Utility;
 - (3) the price to be charged for the supply of electricity to a Small Customer must not be more than the standing offer price that would be charged by the relevant Local Area Retailer for new connections if the Local Area Retailer were to supply that quantity (or estimated quantity) of energy directly to the Premises and the Lessee, plus any other costs that a Local Area Retailer may impose for a connection and supply under a standard retail contract for the supply of the electricity, and the Lessor's reasonable costs in connection with the supply of the electricity; and
 - (4) if the Lessee:
 - (A) defaults in payment of any account rendered by the Lessor for any Utility; or
 - (B) fails to enter into or renew a Utility Supply Agreement with the Lessor;the Lessor may after at least a further 14 days' Notice to the Lessee and without affecting any other rights of the Lessor, cease supplying the Utility to the Premises and the Lessee until the default or failure may be remedied to the reasonable satisfaction of the Lessor.
- (e) Despite anything to the contrary, the provisions of this clause 4.1 do not apply to the extent that a mandatory Law or a Utility Supply Agreement may otherwise require.

4.2 Apportionment of expense

If the Premises are in a Complex, the Lessor must, acting reasonably, apportion any expense referred to in this clause 4 between any tenants or other occupiers in the Complex on a Lettable Area basis or (in the case of any Services or Utilities) on such other basis as the Lessor may reasonably require, but in any case having regard to the extent to which any particular tenant or other occupier (including the Lessee) may enjoy or share the benefit resulting from the expense being incurred.

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4.3 Outgoings

(a) Outgoings definitions

In this Lease, in addition to other defined terms:

Accounting Period means each consecutive period not exceeding 12 months selected by the Lessor for the purpose of calculating the Outgoings.

Agreed Proportion means the proportion that the Lettable Area of the Premises bears to the Lettable Area of the Complex.

Outgoings means:

- (1) all rates (including general, water, sewerage, fire protection, rubbish and waste removal), taxes (including land tax unless landlord recovery from a tenant is prohibited under Law), levies, charges, fees and other assessments (present or future) imposed by any Authority or under any Law in connection with the Complex (or the Land if the Premises are in a Strata Scheme) or the Lessor's ownership or use of it in any Accounting Period; and
- (2) the total amounts paid or payable by the Lessor in any Accounting Period for the repair, maintenance, operation, insurance, management and ownership of the Complex (or the Land if the Premises are in a Strata Scheme) and the supply of Services in or to it, including:
 - (A) repair, maintenance, replacement, painting, supply, operation, servicing, running, accounting, and management costs;
 - (B) Signage licence fees, environmental levies (including costs arising from environmental emissions), special levies, meter rents, Crown and other rents, and any levies payable under any special facilities licence, Strata Scheme or building management statement;
 - (C) insurance premiums for public liability, workers' compensation, replacement, reinstatement, machinery breakdown, industrial, special and such other risks as the Lessor may require, including any claim costs, broker, consultant, valuation or risk assessment fees payable in connection with any insurance policy or its renewal, and the amount of any excess, deductible or settlement sum payable by the Lessor in connection with any claim;
 - (D) Services and Utilities consumed in or supplied to the Complex (or the Land if the Premises are in a Strata Scheme); and
 - (E) steps taken in connection with the requirements of any Authority,but excluding any:
 - (F) leasing commission, capital expenditure (as determined by the Lessor's accountants in accordance with generally accepted accounting principles), income tax or capital gains tax of the Lessor; and
 - (G) payment for which the Lessee or another occupier of the Complex (or the Land if the Premises are in a Strata Scheme) is directly responsible.

Outgoings Contribution means the amount (if any) calculated by the Outgoings Method referred to in the Reference Schedule.

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(b) Payment of Outgoings Contribution and verification of Outgoings

- (1) The Lessee must pay the Outgoings Contribution to the Lessor (in addition to the Rent) for each Accounting Period.
- (2) If this Lease requires the Lessee to pay the Outgoings Contribution, the Lessor may give the Lessee a statement of the estimated Outgoings for the relevant Accounting Period (**Annual Estimate**).
- (3) If the Lessor gives the Lessee an Annual Estimate:
 - (A) the Lessee must pay the Outgoings Contribution by equal monthly instalments in advance on the same dates and in the same way as instalments of the Rent in accordance with the Annual Estimate;
 - (B) pending the Lessor giving the Lessee an Annual Estimate for any subsequent Accounting Period, the Lessee must pay the Outgoings Contribution in accordance with the Annual Estimate given for the immediately preceding Accounting Period, and any necessary adjustment must be made between the Lessor and the Lessee upon the Lessor giving the Lessee Notice of the adjustment;
 - (C) within three months after the end of the Accounting Period, the Lessor must give the Lessee an itemised statement of the Outgoings actually incurred by the Lessor during the Accounting Period (**Outgoings Statement**); and
 - (D) within one month after delivery of the Outgoings Statement, any necessary adjustment must be made between the Lessor and the Lessee.
- (4) As an alternative to or in addition to the procedures in subclauses 4.3(b)(2) and 4.3(b)(3), the Lessor may at any time require the Lessee to reimburse the Lessor on demand the Agreed Proportion of any Outgoings incurred by the Lessor.

(c) Apportionment and recalculation of Outgoings

- (1) If any Outgoings relate to a period outside the relevant Accounting Period, or to any land or premises outside the Complex (or the Land if the Premises are in a Strata Scheme), the Lessor must apportion them in the way reasonably required by the Lessor.
- (2) The Lessor may recalculate the Agreed Proportion or the Annual Estimate or both at any time. Any change applies from the date on which it may occur, and the Lessee must adjust payments of its Outgoings Contribution upon the Lessor giving the Lessee Notice of it.

5. Use covenants

5.1 Lessee's conduct of business and Permitted Use

- (a) The Lessee must at its cost:
 - (1) use, occupy and conduct the Lessee's Business in the Premises in a responsible and reputable way;
 - (2) keep the Premises including but not limited to the bathrooms contained in the Premises neat and tidy, clean and free from pests and rubbish;
 - (3) keep the Premises locked and secure when not occupied;

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- (4) comply with any other reasonable requirements of the Lessor in connection with the use of the Common Areas and the conduct of fire drills, evacuation procedures and the Lessee's Business;
 - (5) comply with any community management statement, building management statement, bylaws or other requirements under the Strata Scheme Legislation that may apply to the Premises; and
 - (6) if required by the Lessor, achieve and maintain any industry standard or rating for energy, water, indoor environment and waste management for the Premises to the level reasonably required by the Lessor, and promptly provide any report or other information evidencing compliance in the way and at the times that the Lessor may reasonably require.
- (b) The Lessee must not:
- (1) use the Premises for any purpose other than the Permitted Use;
 - (2) use the Premises wholly or predominantly for carrying on any retail business as referred to in the Retail Legislation;
 - (3) conduct any annoying, dangerous or illegal business in or about the Premises;
 - (4) misuse or do anything to overload the facilities, Services or Utilities of the Building or the Complex;
 - (5) obstruct or interfere with any windows, air vents, air conditioning ducts, skylights, sprinklers, fire equipment or emergency exits in the Building or the Complex;
 - (6) obstruct or interfere with any Signage or directory boards provided by or on behalf of the Lessor;
 - (7) conduct business or place anything outside the Premises or any Licensed Area without the Lessor's consent (which may be refused at the Lessor's absolute discretion);
 - (8) permit any overflow, leakage or escape of water, fire, gas, electricity, odour or any other harmful agent in or from the Premises;
 - (9) pollute or contaminate the Premises or the Complex or its environment; or
 - (10) alter or interfere with the Lessor's Property or remove it from the Premises without the Lessor's consent.
- (c) The Lessor gives no warranty (either present or future) as to the suitability or adequacy of the Premises or the lawfulness of the Permitted Use.
- (d) The Lessee must at its cost:
- (1) obtain, maintain and comply with any Authorisation that may be necessary or appropriate for the conduct of the Lessee's Business or the Permitted Use in the Premises; and
 - (2) comply with all Law and Requirements affecting this Lease, the Premises and the Lessee's Property and the use of each of them, including fire protection, environmental matters, and any matters arising if this Lease is deemed a subdivision.
- (e) This clause 5.1 does not require the Lessee to effect any Structural alteration or addition to the Premises, unless required by the Lessee's use or occupation of the Premises, the nature of the Lessee's Business, the number or gender of any persons in the Premises, any neglect or default of the Lessee or any combination of those things.

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- (f) If the Lessor is required or elects to comply (in whole or in part) with any Law or the Requirement of any Authority in connection with the Premises, the Lessee must pay to the Lessor all reasonable costs incurred by the Lessor in connection with that.

5.2 Lessee's Signage

- (a) The Lessee must not place any Signage on or near the Premises, or in the Premises and visible from outside the Premises, unless the Lessee obtains the prior written consent of the Lessor and any Authority approvals required by Law.
- (b) Any Signage erected by the Lessee must:
- (1) be of a size, style, type, position and electrically lit as the Lessor may reasonably require and comply with the reasonable written directions of the Lessor;
 - (2) be displayed at all times and kept clean and in good repair and condition by the Lessee;
 - (3) be professionally made, not handwritten, and must be incidental to the Lessee's Business;
 - (4) not emit any flashing lights; and
 - (5) be immediately removed if not approved by the Lessor.

5.3 Lessee's Business Name and Lessor's directory board

- (a) The Lessee consents to the Lessor using the Lessee's Business Name but only for the purpose of any marketing, advertising or other promotion activities in connection with the Complex.
- (b) If a directory board is provided by the Lessor for the Building containing the Premises, the Lessee's Business Name may be erected by the Lessor (and must be erected by the Lessor if required by the Lessee) and in any case at the cost of the Lessee.

5.4 Use of Common Areas

- (a) The Lessee must:
- (1) not obstruct or otherwise interfere with any Common Areas by leaving or placing any article or thing, parking any delivery or other vehicle in it, or in any other way; and
 - (2) comply with any reasonable directions of the Lessor for the receipt, delivery or other movement of any goods, articles or vehicles or any other use of any Common Areas.
- (b) The Lessor is not obliged to police the parking of any motor vehicles in the Complex including illegal parking by any tenant, occupier or other person.

5.5 Internal Cleaning Service

- (a) The Lessee is responsible at its cost for the internal cleaning of the Premises, including but not limited to the bathrooms contained in the Premises.
- (b) The Lessee may arrange at its cost an internal cleaning and rubbish removal service to access the Premises to clean and remove any rubbish from it (**Internal Cleaning Service**). The Lessor is not liable for any Claim concerning any Internal Cleaning Service.

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6. Repair, maintenance and other work

6.1 Repair and maintenance

- (a) The Lessee must keep and maintain the Premises in good and substantial repair and condition by reference to the condition of the Premises set out in the Condition Report, except for fair wear and tear and any Damage Event. However, the exceptions in this subclause 6.1(a) do not apply if any damage is caused or contributed to by the Lessee, or payment of any money to the Lessor under any insurance policy is refused or reduced, because of that. The Lessee acknowledges that the Premises are in good repair and condition as at the Commencement Date of the Original Term.
- (b) Subclause 6.1(a) does not require the Lessee to effect any Structural repair, alteration or addition to the Premises, unless required by the Lessee's use or occupation of the Premises, the nature of the Lessee's Business, the number or gender of any persons in the Premises, any neglect or default of the Lessee or any combination of those things.
- (c) The Lessee must at its cost effect and maintain service, maintenance and repair contracts on all plant and equipment (including any Air Conditioning Equipment) in or otherwise servicing the Premises (**Maintenance Contract**) with an experienced and reputable contractor approved by the Lessor (except to the extent that the Lessor may otherwise require by Notice to the Lessee), in which case:
- (1) the Maintenance Contract must require the relevant equipment to be inspected and serviced by the contractor at least once during each consecutive period of three months from the Commencement Date and otherwise on terms and conditions reasonably required by the Lessor;
 - (2) the Lessee is not required to replace any major components of a capital nature for any such plant and equipment, unless required because of any neglect, default or misuse of it by the Lessee or some other provision of this Lease; and
 - (3) the Lessee must not later than 14 days after the end of each period referred to in subclause 6.1(c)(1) produce to the Lessor a report in reasonable detail from the contractor confirming that the plant and equipment has been inspected and serviced during the relevant period and details of any work carried out to it.
- (d) Despite anything to the contrary, the Lessee must at its cost promptly and in the way reasonably required by the Lessor:
- (1) replace any glass in or about the Premises that may be damaged or broken with similar glass;
 - (2) replace any damaged or non-operative means of illumination in connection with the Premises;
 - (3) repair or (if appropriate) replace any item of the Lessor's Property or the Lessee's Property or both that may be damaged by the Lessee or for which the Lessee is liable with similar items; and
 - (4) Refurbish within three months after written notice from the Lessor (but not more than once during each consecutive period of five years).
- (e) The Lessee's covenants in this clause 6.1 also apply at any time while the Lessee may be in possession of the Premises outside the Term (for example, during any period of fitout or holding over).
- (f) Within 30 days after the Commencement Date, the Lessor and the Lessee must in conjunction with one another prepare, or arrange to be prepared, the Condition Report. Once prepared, the Condition Report must be annexed to this Lease in Attachment 3. The Lessor agrees not to lodge this Lease for registration until such time as the Condition Report is prepared and annexed to this Lease in Attachment 3.

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- (g) The Lessor and the Lessee agree to share equally any costs associated with the preparation of the Condition Report in accordance with clause 6.1(f).

6.2 Works by Lessee

- (a) The Lessee must not carry out any fitout, alterations, additions or other works to the Premises or the Lessee's Property (**Lessee's Works**) without the Lessor's approval. The Lessor may at its discretion withhold approval to any Lessee's Works of a Structural nature.
- (b) Within 14 days after Notice from the Lessor and before carrying out the Lessee's Works, the Lessee must at its cost:
- (1) provide such details as the Lessor may reasonably require evidencing that the contractor appointed by the Lessee to carry out the Lessee's Works (**Lessee's Builder**) is (together with any subcontractor) reputable, competent, licensed and holds insurance against the risks and for amounts that the Lessor may reasonably require and all necessary and current Authorisations to carry out the Lessee's Works;
 - (2) submit detailed plans and specifications for the Lessee's Works to the Lessor and (after the Lessor's approval) to any relevant Authority for approval; and
 - (3) obtain and produce to the Lessor for its approval any Authorisation required from any Authority necessary to lawfully carry out the Lessee's Works.
- (c) The Lessee's Works must comply with any reasonable written directions of the Lessor.
- (d) The Lessee must cause any Lessee's Works to be carried out:
- (1) at its cost by the Lessee's Builder approved by the Lessor during the hours and in the way reasonably required by the Lessor and in a prompt, good and workmanlike way and in accordance with all Law and Requirements;
 - (2) in accordance with the Lessor's approval and reasonable supervision and direction;
 - (3) if reasonably approved by the Lessor, in the Lessee's corporate style and colour scheme; and
 - (4) in a way that does not cause any disruption or disturbance to the Lessor or any other contractor, tenant or occupier in the Complex.
- (e) The Lessee must:
- (1) within 14 days after Notice from the Lessor pay the Lessor's reasonable costs in connection with the Lessee's Works (whether approved or not), including any approval process, supervision of works, consequential works and security for costs (if reasonably required by the Lessor);
 - (2) at its cost promptly and in any case within 14 days after Notice from the Lessor rectify any deficiency or other defect in the Lessee's Works and any damage caused to the Complex because of the Lessee's Works; and
 - (3) on completion of the Lessee's Works, deliver to the Lessor a certificate from the relevant Authority stating that the works have been completed in accordance with the Requirements of the Authority and may be lawfully used for the Permitted Use.
- (f) Despite anything to the contrary, the Lessor may by Notice to the Lessee elect to carry out at the cost of the Lessee any Lessee's Works that may in the reasonable opinion of the Lessor be of a Structural nature or that may affect any Services or Utilities.

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- (g) The Lessee's covenants in this clause 6.2 also apply at any time while the Lessee may be in possession of the Premises outside the Term (for example, during any period of fitout or holding over), except to the extent required under the Agreement for Lease.

6.3 Lessee's obligations at end of Term

- (a) During the period of 14 days either before the Exit Date or after the Termination Date, the Lessee must at its cost and in the way reasonably required by the Lessor:
- (1) remove from the Premises the Lessee's Property, any alterations or additions made by or on behalf of the Lessee to the Premises or to the Complex (including any Tenancy Signage), and any other Lessee owned fitout, suspended ceiling, graphics and other finishes (except for any Structural or other item that the Lessor may require to remain in the Premises);
 - (2) remove all rubbish, Redecorate, arrange for any Air Conditioning Equipment that may service the Premises to be serviced, and clean and otherwise repair and make good any damage so that the Premises are converted back to their good repair and condition as at the Commencement Date of the Original Term as recorded in the Condition Report and having regard to the age of the Premises and the infrastructure (including any Air Conditioning Equipment) and fair wear and tear since the Commencement Date of the Original Term. Despite anything to the contrary, the Lessee is not obliged to put the Premises into any better condition than they were in as at the Commencement Date of the Original Term;
 - (3) otherwise deliver up vacant possession of the Premises in the condition required by this Lease (except to the extent required by this clause 6.3) and return all Access Devices to the Lessor; and
 - (4) remove any Subdealing or Security affecting the Premises or the Lessee's interest under this Lease.
- (b) Before carrying out any works under this clause 6.3, the Lessee must obtain the Lessor's consent and comply with clause 6.2. The Lessee must pay any reasonable costs incurred by the Lessor in connection with the Lessee's obligations under this clause 6.3, including the cost of engaging any qualified consultant in connection with ascertaining the condition of the Premises and any works required to be carried out.
- (c) If the Lessee defaults under this clause 6.3, the Lessor may, on not less than seven days' Notice to the Lessee, either:
- (1) carry out the Lessee's obligations under this clause 6.3 to the exclusion of the Lessee;
 - (2) treat the Lessee's Property as abandoned and take property in it, and remove, leave or otherwise deal with it in the way required by the Lessor without any compensation to the Lessee; or
 - (3) do any combination of those things.
- (d) The Lessee indemnifies the Lessor against any Claim by any person claiming an interest in the Lessee's Property because of the Lessor exercising its rights under subclause 6.3(c).
- (e) The Lessee must continue to pay all Rent and other money under this Lease as if the Lessee was holding over on a daily basis until the later of the date that the works required under this clause 6.3 have been completed, or the Lessor may complete the Lessee's obligations under subclause 6.3(c)(1).

7. Lessee's insurance, risk and indemnity

7.1 Lessee must insure

The Lessee must at its cost effect and maintain the following insurances:

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- (a) insurance on the Lessee's Property for an amount not less than its full insurable and replacement value with coverage against at least any Damage Event;
- (b) public risk liability insurance applying to the Premises, any Licensed Area and the Lessee's Business for at least \$20 million per occurrence or any higher amount that the Lessor may reasonably require;
- (c) insurance on all plate and other glass in connection with the Premises; and
- (d) workers' compensation insurance and any other insurance required by Law or that the Lessor or its mortgagee may reasonably require.

7.2 Requirements for Lessee's insurance

- (a) All insurance policies taken out by the Lessee under this Lease:
 - (1) must be taken out in the name of the Lessee and note the Lessor and any mortgagee of the Lessor in connection with the Complex as an interested party; and
 - (2) may be taken out as part of a global policy but must be taken out as primary cover.
- (b) The Lessee must:
 - (1) within 14 days after Notice from the Lessor deliver certificates of any insurance required to be taken out by the Lessee under this Lease whenever reasonably required by the Lessor; and
 - (2) apply the proceeds of the Lessee's insurance to reinstate, replace or restore the loss or damage to the insured item and make up any deficiency from its own funds.
- (c) The Lessee must within 14 days after Notice from the Lessor pay to the Lessor any insurance excess, deductible or shortfall payable by the Lessor for any insurance Claim made in connection with the Premises (if the Claim arises because of any act, omission, neglect or default of the Lessee), and all extra insurance costs for any extra risk caused by any use or occupation of the Premises.

7.3 Lessee's risk and indemnity

Except to the extent of any neglect or default of the Lessor:

- (a) the Premises, the Lessee's Property and the exercise of any right or remedy by the Lessee under this Lease is at the sole risk of the Lessee; and
- (b) the Lessee releases and indemnifies the Lessor against any Claim to the extent arising from any:
 - (1) loss, damage, death or injury to any property or person in or about the Premises caused or contributed to by the Lessee or any use or occupation of the Premises by the Lessee or by the Lessor exercising or not exercising any right or remedy under this Lease;
 - (2) act, omission, neglect or default of the Lessee;
 - (3) Services not being available, interrupted or not working properly; or
 - (4) combination of those things.

7.4 Application of Lessee's insurance, risk and indemnity covenants

The Lessee's covenants in this clause 7 also apply at any time while the Lessee may be in possession of the Premises outside the Term (for example, during any period of fitout or holding over).

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8. Dealing

8.1 Lease Dealing by Lessee

The Lessee must not complete any Lease Dealing in favour of any Incoming Lessee without the Lessor's consent, which must not be unreasonably withheld if:

- (a) the Lessee gives to the Lessor at least one month's Notice of proposed completion of the Lease Dealing and any documents evidencing the Lease Dealing that the Lessor may reasonably require;
- (b) the Lessee proves to the reasonable satisfaction of the Lessor that the Incoming Lessee is respectable, responsible, financially sound and capable of carrying on the Permitted Use and performing the Lessee's obligations under this Lease;
- (c) at the time a proposed Lease Dealing is to complete or a proposed Subdealing is to be entered into, the Lessee has paid all Rent and other money then payable by the Lessee under this Lease and is not in default under this Lease or, if it is, the Lessor has waived that default;
- (d) in the case of a proposed transfer, the Lessee and the Incoming Lessee sign a deed with and prepared by the Lessor that the Incoming Lessee must be bound by this Lease;
- (e) in the case of a proposed Subdealing:
 - (1) the Subdealing contains the same covenants as this Lease and any reasonable amendments made by the Lessee and approved by the Lessor;
 - (2) the Lessee and the Incoming Lessee sign a deed with and prepared by the Lessor that the Incoming Lessee must observe this Lease; and
 - (3) if the rental (or licence fee) payable by the Incoming Lessee under the Subdealing is at a rate per square metre less than the Rent under this Lease, the Lessee must provide a written acknowledgment in a form satisfactory to the Lessor that the rental rate (or licence fee) is below the market rent for the Premises;
- (f) in any case the Lessee procures:
 - (1) the Incoming Guarantor to sign a joint and several guarantee and indemnity in favour of and prepared by the Lessor; and
 - (2) the Incoming Lessee to supply a Lessee's Bond for an amount equal to the amount of the Lessee's Bond then required under this Lease,

to secure the performance of the Lessee and the Incoming Lessee under the Lease Documents and any Related Document in connection with the Lease Dealing;
- (g) the Lessor has obtained any consent required to the Lease Dealing;
- (h) the Lessee pays the Lessor's reasonable legal and administrative costs in connection with the Lessor's consent, whether or not the Lease Dealing completes and the Lessor gives its consent; and
- (i) the Lessee, the Guarantor, the Incoming Lessee and the Incoming Guarantor otherwise comply with all other reasonable requirements of the Lessor and under Law in connection with the Lease Dealing and the Lessor's consent.

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8.2 Transfer to Related Body Corporate of Lessee

If the Lease Dealing comprises a transfer of this Lease to a Related Body Corporate of the Lessee, the Incoming Lessee is not obliged to comply with subclauses 8.1(f)(1) and 8.1(f)(2), but only if the liability of the transferring Lessee is not discharged.

8.3 Control Dealing by Lessee

- (a) If the Lessee is a corporation, and while it is not a Listed Corporation, the Lessee must not allow a Control Dealing to occur after a Control Date without the Lessor's consent.
- (b) The Lessor must not unreasonably withhold its consent under this clause 8.3 if:
 - (1) the Lessee is not in default under this Lease or, if it is, the Lessor has waived that default;
 - (2) the Lessee and the Guarantor sign a deed with and prepared by the Lessor evidencing the Lessor's consent;
 - (3) the Lessee procures the Incoming Shareholder to sign a joint and several guarantee and indemnity in favour of and prepared by the Lessor to secure the performance of the Lessee under this Lease;
 - (4) the Lessee supplies a further Lessee's Bond for an amount equal to the greater of the amount of the Lessee's Bond then required under this Lease and such higher amount as the Lessor may reasonably require;
 - (5) the Lessee, the Guarantor and the Incoming Shareholder otherwise comply with all other reasonable requirements of the Lessor in connection with the Lessor's consent; and
 - (6) the Lessee pays the Lessor's reasonable legal and administrative costs in connection with the Lessor's consent, whether or not the Control Dealing completes and the Lessor gives its consent.
- (c) If the Lessee is a Listed Corporation, before ceasing to be a Listed Corporation the Lessee must:
 - (1) give the Lessor not less than one month's Notice of it; and
 - (2) comply with the conditions for the Lessor's consent as if there was a Control Dealing under this clause 8.3.

8.4 Multiple Lessees

If at any time the Lessee comprises more than one party, this clause 8 applies to any proposed Dealing by any one of those parties of their separate interest.

8.5 Security Dealing by Lessee

- (a) The Lessee must not create or allow to come into existence any Security Dealing without the Lessor's consent.
- (b) If the Lease Documents (or any Dealing in connection with any of them) give rise to any Security Dealing under the PPS Act in favour of the Lessor, the Lessee:
 - (1) acknowledges that the Security Interest attaches to any proceeds or any accession;
 - (2) consents to the Lessor registering the Security Interest in the appropriate registry; and

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- (3) must at its cost within 14 days after Notice from the Lessor do all things reasonably required by the Lessor to enable the Lessor to register, maintain, amend, discharge or otherwise deal with the Security Interest, or to exercise, comply with and perfect its rights under this clause 8.5.
- (c) The Lessor is not required to give the Lessee any verification, statement or other notice under the PPS Act unless it is mandatory and cannot be excluded.
- (d) The Lessor and the Lessee contract out of the Lessor's obligation to dispose of or retain collateral under Section 125 of the PPS Act.
- (e) In this clause, words defined in the PPS Act have the meanings given to them in the PPS Act.
- (f) Despite anything to the contrary:
 - (1) this clause 8.5 does not apply to any stock of the Lessee's Business;
 - (2) the Lessee need not obtain the consent of the Lessor to a Security Dealing if the Security being created is:
 - (A) a general security agreement over all the Lessee's assets; and
 - (B) granted by the Lessee in the ordinary course of business in good faith as a means of securing a bank overdraft facility or financing the Lessee's Business (as the case may be);except the parties acknowledge that this subclause (g):
 - (3) does not apply to any Security affecting the Lease Documents; and
 - (4) in any case does not oblige the Lessor to enter into any right of entry or similar waiver of its rights in favour of any financier of the Lessee in connection with the whole or any part of the Lessee's Property.

9. Default

9.1 Events of default

The Lessee is in default under this Lease if:

- (a) any Rent or other money payable by the Lessee is unpaid after becoming payable;
- (b) the Lessee fails to promptly comply with any of its covenants under this Lease or any Related Document;
- (c) an Insolvency Event occurs to the Lessee or the Guarantor or both; or
- (d) any combination of those things occurs.

9.2 Consequences of default

- (a) If the Lessee defaults under or repudiates this Lease and the Lessee fails to remedy it to the Lessor's reasonable satisfaction within a reasonable time after the Lessor has given the Lessee a Notice to remedy it, the Lessor may, without limiting any other rights, either:
 - (1) terminate this Lease; and
 - (A) enter into and take exclusive possession of the Premises (by force if necessary), eject the Lessee and remove or otherwise deal with the Lessee's Property; or

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- (B) convert this Lease into a tenancy from month to month (in which case clause 2.2 applies);
or
- (2) remedy the default or repudiation in the way reasonably required by the Lessor (but without being obliged to do so).
- (b) The Lessee acknowledges that not more than 14 days is a reasonable time to remedy the non-payment of any money.
- (c) The Lessee must in addition to any other obligations, pay the Lessor any amount reasonably necessary to fully compensate the Lessor for any Claim in connection with any default or repudiation by the Lessee.
- (d) The Lessor is not obliged to terminate this Lease if the Lessee defaults or repudiates, but if the Lessor terminates this Lease because of that, the Lessor must use reasonable endeavours to mitigate its loss.
- (e) The Lessee's covenants in each the following clauses are an essential term of this Lease:
 - (1) clause 3 (Rent), clause 4 (Operating Expenses), clause 5 (Use covenants), clause 6 (Repair, maintenance and other work), clause 7 (Lessee's insurance, risk and indemnity), clause 8 (Dealing) and clause 12 (Security requirements); and
 - (2) any covenant to pay any money, any covenant expressed to be essential, and any covenant under Law or held by a Court to be essential.
- (f) If the Lessor terminates this Lease under this clause 9.2, the Lessor may also recover from the Lessee:
 - (1) any Rent or other money owing at the Termination Date;
 - (2) the amount by which the Rent and other money that would have been payable by the Lessee for the unexpired residue of the Term exceeds what is or is likely to be paid by another occupier from a re-letting of the Premises for the unexpired residue of the Term; and
 - (3) any other amount necessary to compensate the Lessor for early termination and loss of its bargain.
- (g) Despite anything to the contrary, the Lessee cannot take action against the Lessor for any default or repudiation of this Lease by the Lessor unless the Lessee gives the Lessor a detailed Notice of it and the Lessor fails to remedy it to the Lessee's reasonable satisfaction within a reasonable time.

9.3 Interest

The Lessee must pay to the Lessor interest at the Default Rate on any money that is not paid by the Lessee on or before the due date, and on any judgment the Lessor may obtain against the Lessee in connection with that money. The interest accrues daily and is capitalised on the last day of each month. However, the Default Rate must never be less than 10% per annum unless the Lessor nominates a lower rate.

10. Lessor's covenants and reservations

10.1 Lessor's covenants

- (a) While the Lessee is not in default under this Lease, the Lessee may use and occupy the Premises during the Term without interruption by the Lessor, except if otherwise allowed under this Lease.
- (b) The Lessor must pay all rates and taxes payable for the Complex, except any amount that the Lessee or another person may be required to pay.

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- (c) The Lessor must use its reasonable endeavours to:
- (1) keep any Services supplied by the Lessor to the Premises during the Building Hours, subject to any break downs or temporary shut downs due to equipment or supply failure or periodic maintenance or any circumstances beyond the Lessor's control; and
 - (2) keep the structure of the Premises in good repair and condition,

having regard to the repair, condition and age of the Premises and the infrastructure (including any Air Conditioning Equipment) providing any Services as at the Commencement Date of the Original Term (as evidenced in the Condition Report) and fair wear and tear since that date.
- (d) Despite anything to the contrary, the Lessor is not obliged to put the Premises into any better condition than they are in as at the Commencement Date of the Original Term.
- (e) If the Premises are in a Complex, the Lessor must allow the Lessee access to and from the Premises 24 hours a day seven days a week. If the Lessee requires access outside the Building Hours, the Lessee must comply with all reasonable security, access and other requirements of the Lessor.

10.2 Transfer by Lessor

If the Lessor transfers its interest in this Lease to any Incoming Lessor, the transferring Lessor:

- (a) must, if this Lease is not registered, obtain a covenant for the benefit of the Lessee that the Incoming Lessor must, from the date of completion of the transfer, assume all the rights and obligations of the transferring Lessor under this Lease; and
- (b) is discharged from all further liability under this Lease, except for any liability up to the date of transfer.

10.3 Lessor's Signage rights

- (a) The Lessor may place Signage on the exterior of the Premises including Signage to advertise the Premises for sale or letting. That Lessor's Signage must not obstruct the view of any Lessee's Tenancy Signage approved by the Lessor, and the Lessee must not remove, obstruct or interfere with the Lessor's Signage.
- (b) The Lessor has sole control of any directory boards or other Signage provided by the Lessor.

10.4 Lessor's entry rights

- (a) The Lessor may at any time after giving the Lessee a Notice for a reasonable time (except in emergency when a Notice is not required) enter the Premises for any purpose, including to carry out work, inspect or view the Premises with any prospective Lessee or purchaser and any agent or other consultant. The Lessor must take reasonable steps to minimise any disturbance to the Lessee's Business when exercising its rights under this clause 10.4.
- (b) When entering the Premises under this clause 10.4 the Lessor must be accompanied by an authorised representative of the Lessee appointed by the Lessee and notified to the Lessor for that purpose. If the representative is not appointed, notified and available at the relevant time or if there is an emergency, the Lessor may enter without any representative.

10.5 Other occupiers

If the Premises are in a Complex with multiple occupiers, the Lessor is not responsible to the Lessee for any act, omission, neglect or default, non observance or non enforcement of any lease or other right of occupation by any occupier of other premises in the Complex.

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10.6 Changes by the Lessor

- (a) The Lessor may:
- (1) use any air space for any purpose, subdivide the Land or any other land forming part of the Complex or amalgamate it with other land including realigning the boundaries of the Land or the Complex, grant any easement or other rights over it or grant a concurrent lease;
 - (2) grant any Security affecting any of its assets to any other person, and this Lease must be subordinate to it even if the Security is granted after this Lease is entered into;
 - (3) carry out any works to, alter, renovate, redevelop or extend the Complex including to any adjoining or adjacent land which is also owned by the Lessor from time to time during the Term and any Further Term (but not the Premises except if otherwise allowed under this Lease), name the Complex (and change the name), change its tenancy mix and the Building Hours, control the Common Areas and all Signage and lighting, and permit any function, display or other activity to occur in the Common Areas; or
 - (4) do any combination of those things.
- (b) The Lessor must not permanently, substantially and adversely derogate from the rights of the Lessee when exercising its rights under subclause 10.6(a)(1) without the consent of the Lessee, except to the extent permitted under another provision of this Lease.
- (c) The Lessee and the Guarantor must within 14 days after Notice from the Lessor do all things reasonably required by the Lessor (including executing a surrender of this Lease and a new lease for the balance of the Term then unexpired and a guarantee) to enable the Lessor to exercise, comply with and perfect its rights under this clause 10.6. The Lessee must not:
- (1) lodge any objection (or cause any other person to lodge any objection) to or do any other thing which may adversely affect the Lessor exercising any of the Lessor's rights under this clause 10.6; and
 - (2) do anything or refrain from doing anything that will prejudice or detrimentally affect the Lessor exercising any of the Lessor's rights under this clause 10.6.
- (d) In the case of subdivision under a Strata Scheme, the new lease must:
- (1) commence on the date of registration of the Strata Scheme at the same passing rate of Rent;
 - (2) include the levies of the Strata Body Corporate for the Premises in the recoverable outgoings (but only to the extent that they may already be recoverable under this Lease); and
 - (3) otherwise contain the same covenants and guarantee as apply to this Lease with any modifications that the Lessor may reasonably require because of the changed circumstances or changes to the Law.
- (e) If the Lessee complies with its obligations under this clause 10.6, the Lessor must pay the Lessee's reasonable legal costs and any duty and registration fees for the relevant documents in full satisfaction of any Claim by the Lessee for any loss, damage, costs or compensation in connection with the transaction.
- (f) Except to the extent of any neglect or default of the Lessor, the Lessee may not object or make any Claim against the Lessor in connection with the exercise of the Lessor's rights under this clause 10.6.

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10.7 Management and Rules

- (a) The Lessor may appoint an agent (**Managing Agent**) to manage any land owned by the Lessor in the Complex. The Managing Agent represents the Lessor except to the extent that the Lessor may otherwise notify the Lessee.
- (b) The Lessor may make, revoke, suspend and vary Rules. The Lessee must comply with the Rules as if they are covenants under this Lease. This Lease prevails to the extent a Rule may be inconsistent with this Lease.
- (c) The Lessor must give the Lessee a Notice of any Managing Agent and Rules and any changes to them.

10.8 Damage or destruction

- (a) If the Premises or the Complex are damaged by any Damage Event so that the Lessee's use of and access to the Premises is wholly or substantially and (in any case) adversely affected, the Rent and any Outgoings Contribution must be reduced in proportion to the nature and extent of the damage sustained until the Premises have been restored and made usable and accessible or this Lease is terminated.
- (b) If the Lessor does not within three months after the Damage Event give the Lessee a Notice (**Restoration Notice**) of the Lessor's intention to restore the damage and make the Premises useable and accessible (**Restoration Works**), or does not within a reasonable time after giving the Restoration Notice proceed with the Restoration Works, the Lessor or the Lessee may terminate this Lease by giving one month's Notice to the other party (**Termination Notice**).
- (c) If the whole or a substantial part of the Premises or the Complex is resumed by any Authority, or the whole or a substantial part of the Premises or the Complex is damaged or destroyed, or any damage or resumption renders the Premises totally unable to be used or made inaccessible, or in the Lessor's opinion the damage makes it impractical or undesirable to carry out the Restoration Works, the Lessor may (despite anything to the contrary) terminate this Lease by giving a Termination Notice.
- (d) Despite anything to the contrary:
 - (1) the Lessee's rights under subclauses 10.8(a) and 10.8(b) do not apply if the Damage Event has been caused or contributed to by any neglect or default of the Lessee, or payment of any money to the Lessor under any insurance policy is refused or reduced, because of that;
 - (2) if the Lessor gives a Restoration Notice, its obligation to carry out any Restoration Works is subject to the Lessor obtaining any necessary Authorisation on terms satisfactory to the Lessor within a reasonable time;
 - (3) the Lessor is not obliged to restore the Premises or the Complex or the means of access (or to any former specifications) if there is any damage as referred to in this clause 10.8; and
 - (4) the Lessee is not entitled to any compensation from the Lessor because of any resumption or termination of this Lease by either the Lessor or the Lessee under this clause 10.8.

11. Miscellaneous

11.1 Notices

- (a) Any Notice from a party to another is served if it is delivered or sent to the address of the party specified in this Lease, or the address of the lawyers last acting for the party, or another address in Australia that a party may have last notified to another party for that purpose, or to the party in any other way that is lawful.

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- (b) A Notice sent by post is served on the Business Day following the date of posting. A Notice sent by electronic mail or facsimile transmission is served on receipt by the sender of a report from the sender's transmitting machine that the Notice has transmitted. If a Notice is served on a day that is not a Business Day, or after 5.00 pm on any Business Day, the Notice is served at 9.00 am on the following Business Day.
- (c) A Notice must be in legible English and signed by the party giving the Notice, or on its behalf by its lawyer, attorney, manager or other agent which includes (for a corporation, association or other body) any director, manager, secretary or other authorised officer of it.
- (d) A Notice served on the Lessee is deemed to also be served on each Guarantor (if any).

11.2 Costs

- (a) The Lessee must pay all reasonable costs (including legal costs on a full indemnity basis) and expenses of the Lessor in connection with the preparation, signing and (if applicable) stamping and registration of the Agreement for Lease and this Lease capped at a maximum amount of \$5,000.00 excluding GST.
- (b) The Lessor and the Lessee must each pay their own costs (including legal costs) and expenses in connection with any negotiation of the Agreement for Lease and this Lease.
- (c) The Lessee must otherwise pay all reasonable costs (including legal costs on a full indemnity basis) and expenses of the Lessor in connection with this Lease, including:
 - (1) any duty, registration fees or other taxes payable on it and any other instrument relating to it;
 - (2) any amendment, Security, surrender, Lessee's Bond, Bank Guarantee or Dealing in connection with it;
 - (3) any default under or repudiation of it by the Lessee;
 - (4) the Lessor or the Lessee exercising any right or remedy under it;
 - (5) the consent or approval of the Lessor and any other person (including the Lessor's mortgagee) to or under it or to any Dealing whether granted or not;
 - (6) any litigation or other proceeding involving the Lessee and any third party where the Lessor is made a party; and
 - (7) the preparation of any plan attached to it.

11.3 Goods and services tax

- (a) If GST is imposed on any Supply made by a party (**Supplier**) under or in connection with this Lease, the recipient of that Supply (**Recipient**) must pay the GST to the Supplier in addition to the consideration for the Supply, and at the same time as the Recipient must pay for the relevant Supply.
- (b) The Supplier must give the Recipient a tax invoice complying with the GST Law by the due date for payment of the Supply referred to in this clause 11.3.
- (c) All amounts payable under this Lease are exclusive of GST, unless otherwise specified.

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11.4 Trusts

- (a) If the Lessee is a trustee of any trust under this Lease (**Lessee's Trust**) at any time, the Lessee is liable both personally and as trustee of the Lessee's Trust, and must produce the documents evidencing the Lessee's Trust within 14 days after Notice from the Lessor.
- (b) If the Lessor is a trustee of any trust under this Lease (**Lessor's Trust**) at any time, the Lessor:
 - (1) is limited in liability to the assets of the Lessor's Trust, and is only liable as trustee of the Lessor's Trust; and
 - (2) is not personally liable under this Lease, except to the extent of any fraud, gross negligence or breach of trust that disentitles the Lessor from an indemnity out of the assets of the Lessor's Trust.

11.5 Governing law

This Lease is governed by the Law of the Home State.

11.6 Severance

If any provision of this Lease is illegal, invalid, unenforceable or void in a jurisdiction it must be severed for that jurisdiction, the remainder of this Lease has full force and effect, and the validity or enforceability of that provision in any other jurisdiction is not affected. The Lessor may modify or amend any provision of this Lease so that it is no longer illegal, invalid, unenforceable or void.

11.7 Waiver

Any failure or delay by the Lessor to exercise any right or remedy is not a waiver of it, and a waiver by the Lessor of a particular breach is not a waiver of another breach. Any waiver by the Lessor must be in writing.

11.8 Performance of covenants

- (a) Each covenant by a party not to do anything includes an obligation not to allow it to be done.
- (b) The exercise of a particular right or remedy by a party does not limit or affect the exercise of any other right or remedy unless otherwise specified.
- (c) The failure or inability of the Lessee to comply with a covenant does not relieve the Lessee from any of its other covenants, including payment of Rent and other money.
- (d) The performance of a covenant by the Lessor under this Lease is subject to the Lessee complying with its covenants, and any circumstances beyond the control of the Lessor.
- (e) In the case of a Strata Scheme, the performance of a covenant by the Lessor under this Lease is subject to the extent that the Strata Body Corporate may be obliged to perform it.
- (f) This Lease binds the parties from the Commencement Date even if it is signed on a later date, and all covenants to be performed after the Expiry Date or Termination Date continue until performed.
- (g) If anything must be done or a time limit expires on a day that is not a Business Day, it is extended to the next Business Day. However, this does not apply when ascertaining the Commencement Date or to any obligation of the Lessee to open the Premises for business.
- (h) Time is essential for all rights and obligations of the Lessee.

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11.9 Payment of money

- (a) All payments of money to the Lessor must be made unconditionally:
 - (1) in Australian dollars in the way reasonably required by the Lessor (which may include electronic funds transfer) without any deduction or set off whatever; and
 - (2) without any Notice or demand at the time specified, or if not specified, within 14 days after Notice from the Lessor.
- (b) The Lessor may ignore any condition made by the Lessee when the Lessee pays any money.
- (c) A requirement for any party to pay any costs or other expenses of the Lessor includes all reasonable legal costs on a full indemnity basis and other reasonable expenses.
- (d) Expiry or termination of this Lease does not affect the Lessee's obligations to make payments under this Lease for periods before or after that.

11.10 Signing, attorneys, counterparts, electronic mail and faxing

- (a) Each signatory is bound even if signing by another person does not happen or is void.
- (b) Each person signing as an attorney, officer or agent for any party warrants to all other parties that the person signing is fully authorised to bind the principal and that the authority has not been revoked.
- (c) This Lease may be signed in original, counterpart, electronic mail or facsimile form. If signed in counterparts, all signed counterparts form one document. If signed in counterpart, electronic mail or facsimile form, all parties must each sign one original part of this Lease for each party within one month after a Notice to do so from any party.

11.11 Further assurances

Each party must within 14 days after Notice from the Lessor sign documents and do anything else reasonably necessary or appropriate to give full effect to this Lease and to more perfectly assure the completion and benefit of a transaction or covenant under or in connection with this Lease in favour of the Lessor.

11.12 Documentation

- (a) Any deed, guarantee or other document to be signed under this Lease must be prepared by or on behalf of the Lessor in the form reasonably required by the Lessor, unless otherwise specified.
- (b) Each party irrevocably authorises and directs the Lessor and its lawyers to complete the Lease Documents by inserting any words, dates, names, figures, plans or forms of consent and making any corrections that the Lessor may reasonably require to the extent necessary to maintain consistency with this Lease.
- (c) The Lessee and the Guarantor must sign any Related Document that the Lessor may require to be signed at the same time as this Lease.

11.13 Entire agreement

The Lease Documents contain the entire and finally concluded agreement between the parties in connection with their subject matter, and replace any representations, negotiations, discussions, letter of intent, offer to lease or other similar documents that may have taken place before signing the Lease Documents.

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11.14 Privacy

The Lessee consents to the Lessor:

- (a) collecting any Personal Information (as defined in the *Privacy Act 1988* (Cth)) from the Lessee or any credit reporting agency, financial institution or other third party about the Lessee or another person; and
- (b) using and disclosing Personal Information for:
 - (1) deciding whether or not the Lessor will enter into this Lease or any Related Document or Dealing in connection with any of them;
 - (2) enabling the Lessor to perform or otherwise comply with any obligations or to exercise or otherwise enforce any rights under this Lease;
 - (3) compiling and maintaining records (including a marketing database) of any tenant or other occupier in the Building or the Complex;
 - (4) disclosure to and use by any third party, including any manager, contractor, service provider, professional adviser, insurer, valuer, financial institution, purchaser, business referee or other third party in connection with any purpose in this clause 11.14, or with whom the Lessor may be negotiating any transaction in connection with this Lease or the Complex; or
 - (5) any combination of those purposes.

12. Security requirements

12.1 Lessee's Deposit

- (a) The Lessee must pay the Deposit to the Lessor or to its lawyers or other agent who are authorised by all parties to account to the Lessor for it on or before the date required for payment of the Deposit under the Agreement for Lease.
- (b) The Lessor must apply the Deposit towards any Rent or other money payable under the Lease Documents.
- (c) This clause 12.1 is deemed to be deleted from and does not apply to any renewal of this Lease or extension of the Term.

12.2 Deleted intentionally

12.3 Deleted intentionally

13. Additional provisions

13.1 Licences

- (a) External Area Licence
 - (1) **Definitions**

In this Lease, in addition to other defined terms:

Bay(s) means the car park bay(s) in the Car Park or otherwise in the External Area permitted to be occupied by the Lessee under this Lease.

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Bike Storage Area means that part of the Complex (external to the Building) identified as the "Bike Store" on the sketch plan contained in Attachment 2 of this Lease.

Car means a motor car, four- wheel drive or other similar vehicle not exceeding 2.7 tonnes curb weight but excludes any bus, truck, industrial or farm machinery.

Car Park means that part of the Complex (external to the Building) identified as the "Car Park" on the sketch plan contained in Attachment 2 of this Lease.

External Area means that part of the Complex (external to the Building) hatched on the sketch plan contained in Attachment 2 of this Lease and includes the Car Park and the Bike Storage Area.

External Area Licence Term means the period from the Commencement Date up to and including the earlier of the Termination Date or the Exit Date (as the case may be).

(2) Grant of External Area Licence

- (A) The Lessor grants the Lessee a licence (**External Area Licence**) during the External Area Licence Term to use the External Area for any lawful use ancillary to the Permitted Use, including but not limited to as a BBQ area and for outdoor amenity, for the storage of the Lessee's bikes and to park Cars positioned in such Bay(s) as the Lessor may from time to time designate.
- (B) The External Area Licence terminates:
 - (i) automatically without Notice from the Lessor on the earlier of the Termination Date or the Exit Date (as the case may be); or
 - (ii) on at least 14 days' Notice from the Lessor if the Lessor wishes to redevelop the whole or any part of the External Area.
- (C) Any termination of this External Area Licence is without compensation to or Claim by the Lessee and without affecting any other rights of the Lessor.
- (D) On termination of the External Area Licence the Lessee must promptly remove any of the Lessee's Property (including any bike) and any Car from the External Area. Failing that the Lessor may with at least 24 hours' prior Notice to the Lessee at any time remove any of the Lessee's Property and enter any Car (by reasonable force if necessary) and remove same to such location in the vicinity of the Complex as the Lessor may in its sole discretion require at the cost of the Lessee.

(3) Lessee's use of External Area

- (A) The Lessee must at its cost:
 - (i) keep the External Area in a neat and tidy condition and clean and where applicable, secure;
 - (ii) attend to regular landscape maintenance necessary to keep the landscape & planters in the External Area in a neat, tidy & healthy condition and keep the irrigation suitably maintained and operating;
 - (iii) pay the reasonable cost of making good any damage including any damaged caused by a Car to the External Area (for example, fluid leakage from a Car or damage caused by a Car to any barrier gate); and

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- (iv) comply with any reasonable and lawful requirements of the Lessor or any Authority in connection with the use of the External Area.
 - (B) The Lessee must not:
 - (i) park any Car in any Bay(s) designated for the use of any other user outside of the External Area; or
 - (ii) wash, grease, oil, service or repair any Car in or about the External Area.
 - (C) The Lessee must not do or permit anything to occur in or about the External Area that may make the Lessor liable for any Claim by a third party.
 - (D) All covenants in this Lease (including any covenants by the Lessee in connection with repair and maintenance, risk, indemnity and to effect public risk insurance) apply to the External Area as if that area formed part of the Premises.
 - (E) Despite anything to the contrary, the Lessee must pay to the Lessor (or to the relevant assessing Authority, if applicable), in addition to the Rent, all charges (including for electricity and any Authority licence fees) that may during the External Area Licence Term be assessed directly against the External Area or any use of the area, whether assessed by or against the Lessor or directly against the Lessee, within 14 days after being billed for them.
- (4) **Dealings with External Area Licence**
- (A) The Lessee must not transfer, sub-licence or otherwise deal with the External Area Licence except to a transferee or sublessee of the Lessee's interest under this Lease approved by the Lessor.
 - (B) The Lessee only has a contractual right to use the External Area under this clause as licensee and has no estate or interest in the Land comprising it, nor any right to exclusive possession of it. The Lessor has the legal right to exclusive possession and control of the External Area at all times.

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Attachment 1 - Plan(s) of the Premises

(attached)

NOTATION

1. Area has been deduced in accordance and under interpretation of the "Property Council of Australia - Method of Measurement for Lettable Area - March 1997"
'Gross Lettable Area (GLA)'
2. Other Tenuancies shown have been compiled from Architectural drawings, and are diagrammatic only.
3. Lease Areas are shown outlined.
4. Boundary offsets, dimensions and areas shown are approximate only.
5. CL - Denotes centreline of wall
IW - Denotes internal face of wall
IG - Denotes internal face of glass
EW - Denotes external face of wall

Prepared for:

Ganbros Pty Ltd

Plan of:

LEASE A

PLAN FOR LEASE PURPOSES

over part of the Ground Floor of the building at 18 Thompson Street, Bowen Hills situated on Lot 1 on RP 121293 on Certificate of Title Ref: 14324060

I, Jonathan Craig BAUMANN, Cadastral Surveyor, hereby certify that the details shown on this sketch plan are correct.

Jonathan Craig Baumann
14/12/2020

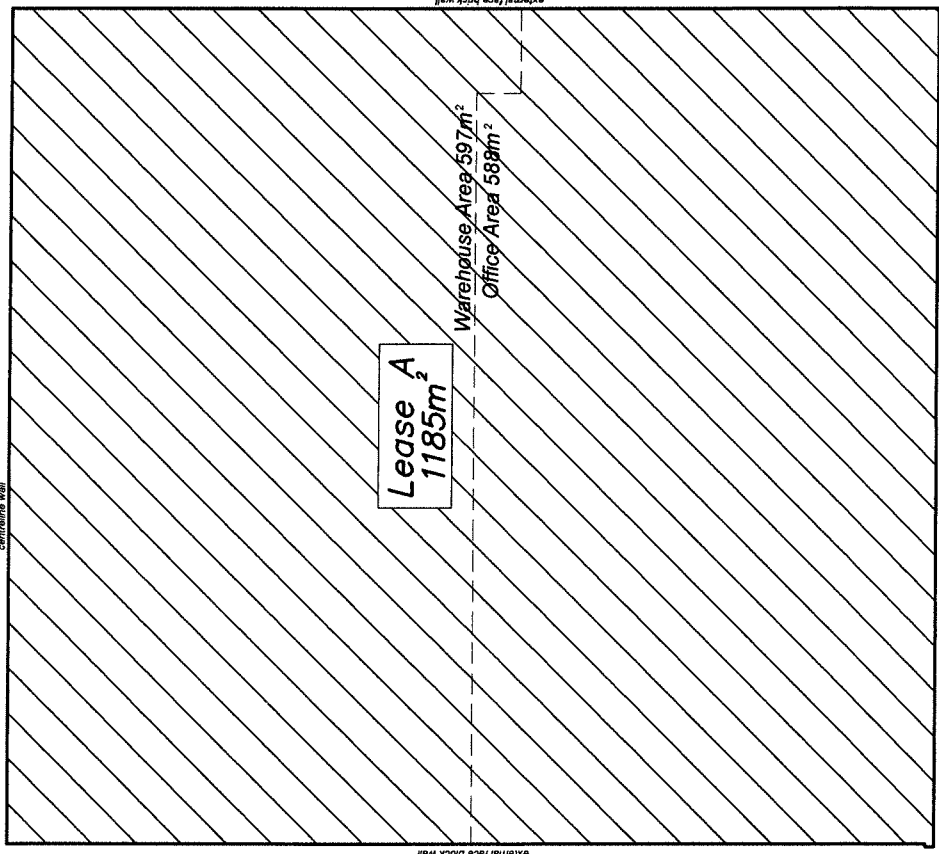
Jon Baumann & Associates

licensed and engineering surveyors
65 Woolley Street, Taringa
Phone 07 33714899
email office@jonb.com.au

Date of Survey: 9/12/2020

Scale (at A3): 1:500 1:200

Reference No.: 200782-A



Diagram

Scale 1:200 - Lengths are in Meters



Warehouse and Office Building

CP
BP/9921
40.234
90°01'20"

black wall
0.02m over
boundary
(lease area to
boundary only)

black wall
0.02m over
boundary
(lease area to
boundary only)

Lease A
(see diagram)

Murray Street
Lot 1
RP121293

Thompson Street

Scale 1:500



Title Reference: 14324060

Attachment 2 - Plan(s) of the External Area

(attached)

GENERAL ARRANGEMENT PLAN

1. THIS PLAN SHOWS THE GENERAL ARRANGEMENT OF THE BUILDING AND IS NOT TO BE USED FOR CONSTRUCTION WITHOUT THE APPROVAL OF THE LOCAL AUTHORITY.

2. ALL DIMENSIONS ARE IN METERS AND MILLIMETERS.

3. ALL ROOMS ARE TO BE FINISHED TO A STANDARD FINISH UNLESS OTHERWISE SPECIFIED.

4. ALL WALLS ARE TO BE 100MM THICK UNLESS OTHERWISE SPECIFIED.

5. ALL FLOORS ARE TO BE FINISHED TO A STANDARD FINISH UNLESS OTHERWISE SPECIFIED.

6. ALL ROOFS ARE TO BE FINISHED TO A STANDARD FINISH UNLESS OTHERWISE SPECIFIED.

7. ALL SERVICES ARE TO BE INSTALLED IN ACCORDANCE WITH THE RELEVANT STANDARDS.

8. ALL SERVICES ARE TO BE INSTALLED IN ACCORDANCE WITH THE RELEVANT STANDARDS.

9. ALL SERVICES ARE TO BE INSTALLED IN ACCORDANCE WITH THE RELEVANT STANDARDS.

10. ALL SERVICES ARE TO BE INSTALLED IN ACCORDANCE WITH THE RELEVANT STANDARDS.



TENANCY 18B

TENANCY 18A

STORAGE

OFFICE

MEETING

KITCHEN

WORK AREA

STAIRS

UTILITY

BIKE STORE

THOMPSON ST

CAR PARK

1 GENERAL ARRANGEMENT PLAN

SCALE 1:100 @ A1

SCALE 1:200 @ A3

CONSTRUCTION ISSUE

DATE: 20.05.01

PROJECT: 18 Thompson St, Dublin 18, Q12

CLIENT: 4008 AU

DESIGNER: TONIC ARCHITECTURE - DESIGN

TONIC ARCHITECTURE - DESIGN

18 Thompson St, Dublin 18, Q12

4008 AU

DESIGNER

GENERAL ARRANGEMENT PLAN

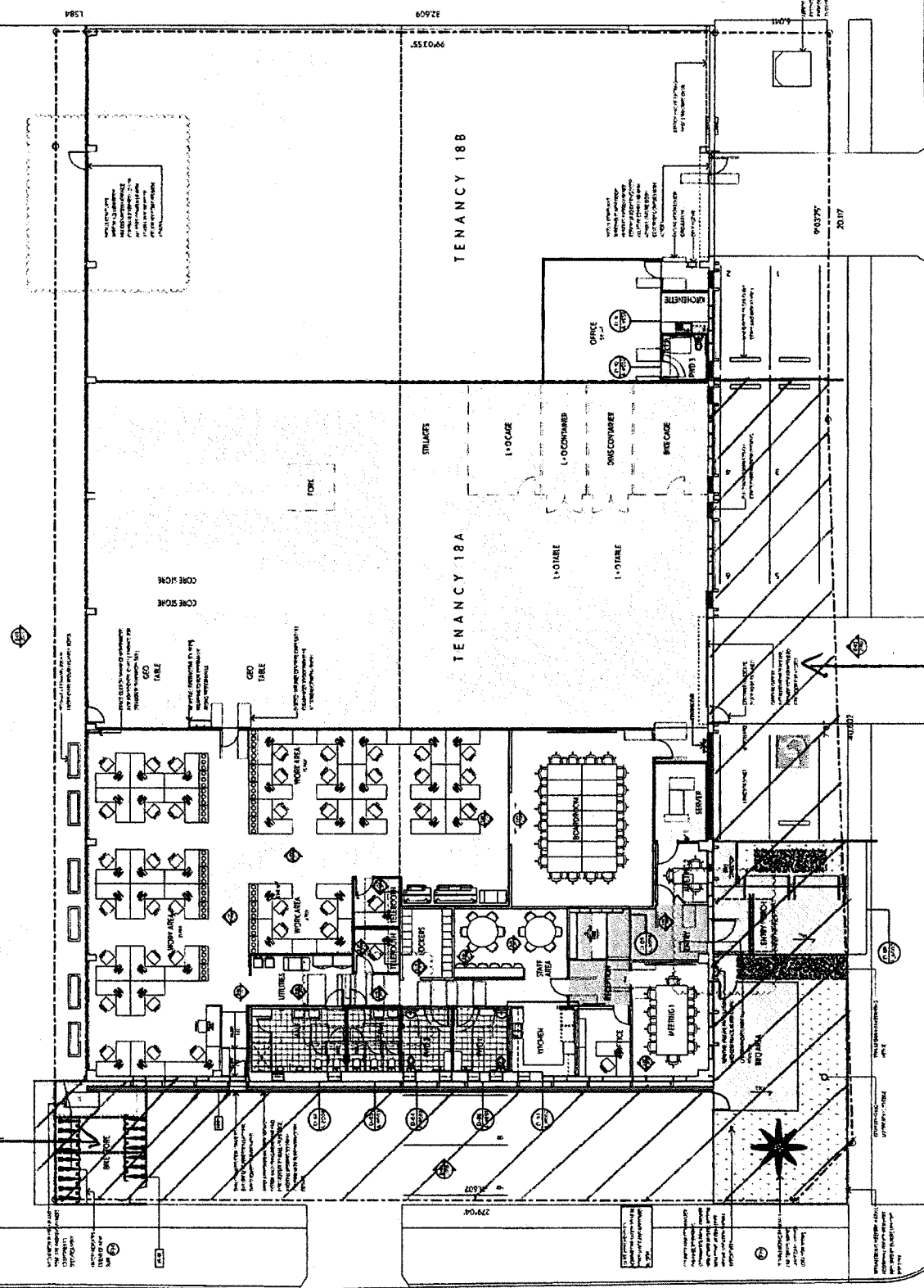
DRAWN: A. J. JOY

CHECKED: P. J. JOY

DATE: 20.05.01

PROJECT: 18 Thompson St, Dublin 18, Q12

CLIENT: 4008 AU



GENERAL ARRANGEMENT LEGEND

1. ALL DIMENSIONS ARE IN METERS AND MILLIMETERS.

2. ALL ROOMS ARE TO BE FINISHED TO A STANDARD FINISH UNLESS OTHERWISE SPECIFIED.

3. ALL WALLS ARE TO BE 100MM THICK UNLESS OTHERWISE SPECIFIED.

4. ALL FLOORS ARE TO BE FINISHED TO A STANDARD FINISH UNLESS OTHERWISE SPECIFIED.

5. ALL ROOFS ARE TO BE FINISHED TO A STANDARD FINISH UNLESS OTHERWISE SPECIFIED.

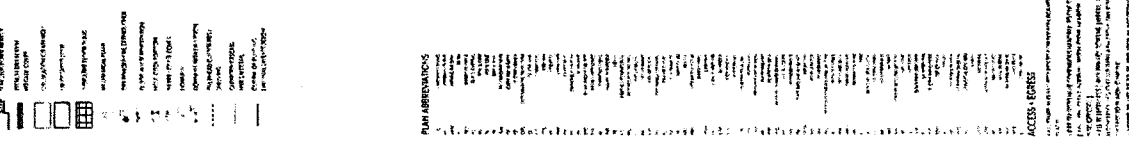
6. ALL SERVICES ARE TO BE INSTALLED IN ACCORDANCE WITH THE RELEVANT STANDARDS.

7. ALL SERVICES ARE TO BE INSTALLED IN ACCORDANCE WITH THE RELEVANT STANDARDS.

8. ALL SERVICES ARE TO BE INSTALLED IN ACCORDANCE WITH THE RELEVANT STANDARDS.

9. ALL SERVICES ARE TO BE INSTALLED IN ACCORDANCE WITH THE RELEVANT STANDARDS.

10. ALL SERVICES ARE TO BE INSTALLED IN ACCORDANCE WITH THE RELEVANT STANDARDS.



TENANCY 18B

TENANCY 18A

STORAGE

OFFICE

MEETING

KITCHEN

WORK AREA

STAIRS

UTILITY

BIKE STORE

THOMPSON ST

CAR PARK

1 GENERAL ARRANGEMENT PLAN

SCALE 1:100 @ A1

SCALE 1:200 @ A3

CONSTRUCTION ISSUE

DATE: 20.05.01

PROJECT: 18 Thompson St, Dublin 18, Q12

CLIENT: 4008 AU

Title Reference: 14324060

Attachment 3 – Condition Report

(attached)

1. **Lot on Plan Description** **Title Reference**
Lot 1 on RP 121293 14324060

2. **Instrument/document being consented to**
Instrument/document type Lease
Dated 12 / 06 / 2020
Names of parties Ganbros Pty Ltd ACN 010 001 117, Ganboys Pty Ltd ACN 010 001 108 and
Gansons Pty Ltd ACN 010 001 126 (**Lessor**)
Rio Tinto Exploration Pty Limited ACN 000 057 125 (**Lessee**)

3. **Instrument/document under which consent required**
Instrument/document type Mortgage
Dealing No. 715384881
Name of consenting party Commonwealth Bank of Australia ABN 48 123 123 124

4. **Execution by consenting party**


The party identified in item 3 consents to the registration of the instrument/document identified in item 2.

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

Witnessing Officer

Execution Date

Consenting Party's Signature

x  signature x 18 / 06 / 2020

Commonwealth Bank of Australia ABN 48 123 123 124 by its duly constituted Attorney under Power of Attorney Registered No x 711793665

x Scott Lloyd Koerbin full name

x  signature

x P. DEC 113129 qualification

x JAMES BLINCO full name

x ANALYST position held

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

Privacy Statement

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