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OFFICE C  
Department C**1772230****SUBLEASE**

Form 072 - SL

Land Titles Act 1925

LODGING PARTY DETAILS		
Name	Postal Address	Contact Telephone Number
Meyer Vandenberg Lawyers	470 Box 764 Canberra City ACT 2601	02 6279 4444

TITLE AND LAND DETAILS				
Volume & Folio	District/Division	Section	Block	Unit
1123: 85 881-15	TURNER	45	3	15

<b>FULL NAME OF LESSOR/OWNER</b> (Surname Last) (ACN required for all companies)	<b>FULL POSTAL ADDRESS OF LESSOR</b>
S W P NOMINEES PTY LTD ACN 076 682 614	BATES & PICKERING, LEVEL 1, 11 FITZROY STREET FOREST ACT 2603 FOREST

<b>FULL NAME OF LESSEE/TENANT</b> (Surname Last) (ACN required for all companies)	<b>FULL POSTAL ADDRESS OF LESSEE</b>
DENTAL PARTNERS PTY LTD ACN 131 333 492	SUITE 30901, SOUTHPORT CENTRAL 3 LEVEL 9, 9 LAWSON STREET, SOUTHPORT QLD 4215

<b>TENANCY OF LESSEE</b> (Only complete if more than one Lessee)
Joint Tenants / Tenants in Common (in the following shares) -

<b>AREA BEING LEASED</b>	
<input checked="" type="checkbox"/> Whole of the Land	<b>OR</b> Area/Shop/Tenancy on Sublease Plan/s No.s

<b>SUBLEASE COMMENCEMENT DATE</b>	<b>SUBLEASE TERMINATION DATE</b>
30 SEPTEMBER 2011	29 SEPTEMBER 2016

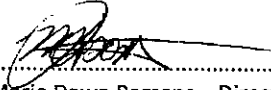
<b>CONDITIONS</b> (Tick whichever is applicable – At least one box will apply)	
The covenants implied at sections 119 and 120 of the <i>Land Titles Act 1925</i> are hereby negated.	<input checked="" type="checkbox"/>
The provisions set forth in the registered Memorandum of Provisions (MOP) to be incorporated herein / as modified by annexure as attached. Please provide registered MOP number below.	<input type="checkbox"/>
The covenants and conditions set out in the annexure attached are deemed to be incorporated	<input checked="" type="checkbox"/>
Provide registered MOP number	<input type="checkbox"/>


<b>CONSENTING PARTY – SUPPORTING DOCUMENTATION</b> (One form required for each party required to consent)	<b>DATE</b>
<input checked="" type="checkbox"/> Please complete and attach – Form 042 – C – Consent	20 September 2011

**LESSOR'S EXECUTION**

*A*

Signed *on behalf of* **S W P NOMINEES PTY LTD**  
**ACN 076 682 614** *in accordance with s 127 of the Corporations Act*

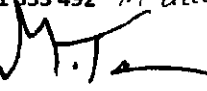
 (signature)  
Marie Dawn Parsons – Director and Secretary

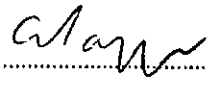
 (signature)  
Scott William Parsons – Director

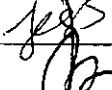

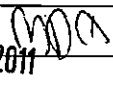
**LESSEE'S EXECUTION**

*B*

Signed *on behalf of* **DENTAL PARTNERS PTY LTD**  
**ACN 131 333 492** *in accordance with s 127 of the Corporations Act.*

 (signature)  
**MIKE TIMONEY** (director/secretary)\*  
print name Michael Robert Timoney

 (signature)  
**ANDREW TUPPER** (director/secretary)\*  
print name Andrew Richard Russell Tupper

OFFICE USE ONLY			
Lodged by		Certificate of title lodged	1123: 85
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Registered by		Attachments / Annexures	<i>Annexure</i>
Registration date	18 NOV 2011	Production number	

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## REFERENCE SCHEDULE

<b>Item 1</b>	<b>Rent (first Lease Year)</b>
(definition of Rent in clause 1(1) and clause 2)	\$28,475.00 per annum (exclusive of GST)
<b>Item 2</b>	<b>Dates and amounts of percentages of fixed Rent Increases</b>
(clause 3(1))	30 September 2012 3%
	30 September 2013 3%
	30 September 2014 3%
	30 September 2015 3%
<b>Item 4</b>	<b>CPI Adjustment Dates</b>
(definition of CPI Adjustment Date in clause 1(1) and clause 3(2))	Not applicable
<b>Item 4</b>	<b>Market Review Dates</b>
(definition of Market Review Date in clause 1(1) and clause 3(3))	30 September 2016 and 30 September 2021
<b>Item 5</b>	<b>Not Used</b>
	Not applicable
<b>Item 6</b>	<b>Permitted Use</b>
(definition of Permitted Use in clause 1(1) and clause 8(1))	Dental Practice
<b>Item 7</b>	<b>Landlord's Address for Notices:</b>
(address for notices in clause 19(1))	Bates & Pickering, Level 1 11 Fitzroy Street, Forest ACT 2603
	Facsimile No: <insert>
	<b>Tenant's Address for Notices:</b>
	PO Box 1146 Southport BC QLD 4215
	Facsimile No: (07) 5532 8548
<b>Item 8</b>	<b>Option Term</b>
(further term in clause 22)	2 x 5 years
<b>Item 9</b>	<b>Security Bond/Bank Guarantee</b>
(security bond/bank guarantee in clause 23)	Not applicable

## 1. INTERPRETATION

## (1) Definitions

In this Lease the following expressions have the following meanings:

**Accounting Period** means the period of periods not exceeding 12 months from time to time selected by the Landlord for the purpose of calculating the Outgoings.

**Act** means the *Leases (Commercial and Retail) Act 2001 (ACT)*.

**Authority** means any governmental or semi governmental entity and provider of a public utility service whether statutory or not.

**Building** means the building erected on the Land in which the Premises are located.

**Commencement Date** means the sublease commencement date shown on the **Form 072**.

**Common Areas** means those parts of the Land provided by the Landlord for common use by the occupants of the Building other than those reserved for the Landlord.

**Consumer Price Index** means the All Groups Price Index for the City of Canberra published from time to time by the Australian Bureau of Statistics or if that index is discontinued or so modified that it ceases to reflect changes in the cost of living in Canberra on a reasonably consistent basis such index as may be reasonably nominated by the Landlord as providing an equivalent comparison to that contemplated above.

**CPI Adjustment Date** means each date in **Item 3** of the **Reference Schedule**.

**Current CPI** means the Consumer Price Index number for the quarter ending immediately before the relevant CPI Adjustment Date.

**Disclosure Statement** means the disclosure statement in relation to the Lease provided by the Landlord to the Tenant as required by the Act.

**Dispute Notice** means a notice referred to in clause 3(3)(c)(i) given by the Tenant to the Landlord to dispute the Rent assessed by the Landlord in a Rent Review Notice.

**Dispute Period** means the period of 21 days which immediately follows the date on which the Rent Review Notice is served on the Tenant or any further period (if any, and in respect of which time will be of the essence) as the Landlord may in its absolute discretion by Notice on any particular occasion grant to the Tenant;

**Expiry Date** means the date described as the termination date shown on the **Form 072**.

**Form 072** means the Land Titles Form 072 - SL (Sublease) to which this Schedule is attached.

**Land** means the land described in the title and land details on the **Form 072** including all buildings, structures and improvements erected or to be erected thereon or of which the Land forms part and all plant, equipment, fixtures, fittings, furniture, furnishings and other property the Landlord provides on the Land.

**Landlord** means the party described as the Lessor/Owner on the **Form 072** and includes in the case of a corporation its successors in title and assigns and in the case of a natural person or persons their and each of their respective heirs, executors, administrators and assigns.

**Landlord's Employees and Agents** means each of the Landlord's employees, officers, agents, contractors and invitees.

**Landlord's Property** means all fit out, plant, equipment fixtures, fittings and other property the Landlord provides in the Premises.

**Lease** means the Form 072 and all schedules and annexures to the Form 072.

**Lease Year** means each separate year (or part of a year as applicable) of the Term commencing respectively on the Commencement Date and on each anniversary of that date.

**Market Review Date** means each date in **Item 4** of the **Reference Schedule**.

**Outgoings** means the total of all amounts paid or payable by the Landlord for any one Accounting Period in respect of the operation, maintenance and repair of the Land including, but not limited to, the following:

- (a) rates, charges and other levies payable to the local or other authority in whose area the Land is located;

- (b) rates and charges (including charges for excess water) payable to any local or other authority responsible for the provision or reticulation of water and/or sewerage and/or drainage services;
- (c) levies, contributions and/or other amounts payable to any local or other authority or company for or on account of fire protection services (including for any dedicated telephone line to the first brigade);
- (d) all rates, taxes (including land tax only if permitted by law), charges, assessments and impositions whatsoever (whether parliamentary, municipal or otherwise and whether assessed, charged or imposed by or under Federal or Australian Capital Territory law or by Federal, Australian Capital Territory authorities and whether on a capital or revenue value or any other basis and even though of a novel character), which may at any time after the Commencement Date be assessed, charged or imposed in respect of the Lot or any part thereof other than any such rates, taxes, charges, assessments and impositions which may be assessed directly in respect of the Land and due to the Tenant's use thereof (such latter charges being payable by the Tenant pursuant to **clause 4(3)**);
- (e) insurance premiums and any other charges including stamp duties on insurances against fire, material damage, public liability, workers' compensation, loss of profits and any other insurances effected by the Landlord in relation to any risk relating to Landlord's ownership of or interest in the Land;
- (f) the cost of operating, servicing, repairing, cleaning and maintaining the Land and the Services but not items of a structural or capital nature;
- (g) a management fee to cover the Landlord's costs of managing the Land at the minimum rate for management services as determined or recommended from time to time by the Real Estate Institute of the Australian Capital Territory or (if there be no such rate) at the rate which would be charged by members of that Institute experienced in such services as to which amount the decision of the President or Acting President of that Institute shall be binding on the parties (or such lesser rate as the Landlord is willing to accept);
- (h) the cost to the Landlord of producing audited statements of expenditure (if required);
- (i) the cost of any emergency fire evacuation training required by the relevant fire authority;
- (j) the cost of any fees properly payable by the Landlord to comply with its obligations under the *Work Safety Act 2008* (ACT).

**Permitted Use** means the use in **Item 6** of the **Reference Schedule**.

**Premises** means the premises described as the area being leased in the **Form 072** and includes the Landlord's Property.

**Previous CPI** means the Consumer Price Index number for the quarter ending immediately before the date which is one (1) year before the relevant CPI Adjustment Date.

**Reference Schedule** means the schedule by that name forming part of this Lease.

**Related Entity** has the same meaning as defined in the *Corporations Act 2001 (Cth)*.

**Rent** means the yearly amount in **Item 1** of the **Reference Schedule** as varied under this Lease.

**Services** means the services to or of the Premises provided by authorities or the Landlord (including, but not limited to, water, electricity, air conditioning and lifts) and where the context requires includes the equipment (within the Land) producing or containing those services.

**Tenant** means the party described as the Lessee/Tenant in the **Form 072** and includes in the case of a corporation its successors in title and permitted assigns and in the case of a natural person or persons their and each of their respective heirs, executors, administrators and permitted assigns.

**Tenant's Business** means the business carried on by the Tenant from the Premises.

**Tenant's Employees and Agents** means each of the Tenant's employees, officers, agents, contractors and invitees.

**Tenant's Property** means all property on the Premises which is not Landlord's Property.

**Term** means the term of this Lease means the period commencing on the Commencement Date and ending on the Termination Date as shown on the **Form 072**.

**Termination Date** means the sublease termination date shown on the **Form 072**.

**Termination Notice** means a notice provided by the Landlord to the Tenant under clause 17(3).

**Valuer** has the same meaning as in the Act.

(2) **Construction**

In this Lease unless the context otherwise requires:

- (a) the singular includes the plural and *vice versa*;
- (b) "person" includes a firm, a body corporate, an unincorporated association or an authority;
- (c) an agreement, representation or warranty:
  - (i) in favour of two or more persons is for the benefit of them jointly and severally, and
  - (ii) on the part of two or more persons binds them jointly and severally;
- (d) a reference to:
  - (i) a person includes the person's executors, administrators, successors, substitutes (including, but not limited to, persons taking by novation) and assigns;
  - (ii) a document includes any variation or replacement of it;
  - (iii) a law includes regulations and other instruments under it and amendments or replacements of any of them;
  - (iv) a thing includes the whole and each part of it;
  - (v) a group of persons includes all of them collectively, any two or more of them collectively and each of them individually, and
  - (vi) the president of a body or authority includes any person acting in that capacity.

2. **RENT**

(1) **Tenant to Pay Rent**

The Tenant shall pay to the Landlord the Rent by equal monthly instalments in advance on the first day of each month throughout the Term.

(2) **Broken Periods**

In the case of any broken period of less than one (1) month the Tenant shall on the first day of the broken period pay an amount ascertained by multiplying the number of days in the broken period by the Rent for the Lease Year of which it forms part and dividing the result by the number of days in the Lease Year.

(3) **Delay in Calculating Rent**

If there is any delay in calculating the Rent for any Lease Year the Tenant shall continue to pay monthly instalments on account of the Rent at the same monthly rate as at the end of the Lease Year last concluded and any necessary adjustment shall be made within one month of determining the Rent for the relevant Lease Year.

3. **RENT REVIEWS**

(1) **Fixed Increases of Rent**

On each date in **Item 2** of the **Reference Schedule** the Rent will increase by the amount or percentage set out against the date.

(2) **CPI Adjustment of Rent**

The Rent from and including each CPI Adjustment Date shall be the Rent payable immediately before that CPI Adjustment Date multiplied by the Current CPI and divided by the Previous CPI.

(3) **Market Review of Rent**

- (a) Not earlier than three (3) months before and not later than three (3) months after each Market Review Date the Landlord may notify the Tenant of the Landlord's assessment of the Rent appropriate to the Premises which is to apply from that particular Market Review Date ("**Rent Review Notice**").
- (b) Provided any review is undertaken before the immediately following anniversary of the Commencement Date the Tenant agrees that:

- (i) the Landlord will not, by reason of its failure to give the Rent Review Notice during the period specified in clause 3(3)(a) in relation to any Market Review Date, forfeit its right to have the Rent reviewed as from any Market Review Date;
  - (ii) the payment of and receipts for Rent at a lesser amount due to the Landlord's failure to review during the period specified in clause 3(3)(a) will not prejudice the Landlord's right subsequently to demand payment of any additional rent payable by the Tenant as a result of that review; and
  - (iii) the reviewed Rent which should have been paid will date back to and be payable from the particular Market Review Date.
- (c) If the Tenant disagrees with the Rent in the Rent Review Notice and the Landlord and the Tenant are unable to agree upon the Rent to apply from a particular Market Review Date then the following procedure will apply:
- (i) The Tenant must within the Dispute Period give a notice ("**Dispute Notice**") to the Landlord that the Tenant disputes the Rent assessed by the Landlord and requires the review of the Rent to be determined in accordance with this clause 3(3)(c).
  - (ii) Following the Tenant giving the Landlord a Dispute Notice (and within the Dispute Period), either party may notify the Magistrates Court that the party wishes to have the matter referred to mediation ("**a mediation request**"). Both parties agree to submit the matter to mediation following a mediation request.
  - (iii) After receiving a mediation request, the Magistrates Court may:
    - A. refer the matter to an approved mediator for mediation. If the mediation resolves the matter, the Rent will be the amount agreed between the parties. If the mediator reports to the Magistrates Court that the parties cannot agree on the Rent then the Magistrates Court will appoint a Valuer; or
    - B. appoint a Valuer.
  - (iv) The Valuer so appointed will determine the current market rent of the Premises as at that particular Market Review Date, and will give his determination and the reason for it in writing to the Magistrates Court. The Magistrates Court will then give the parties a copy of the Valuer's report. If the parties cannot agree on the current market rent within 14 days of receiving the Valuer's report, then the market rent determined by the Valuer's report will be the Rent for the Premises.
  - (v) In determining the Rent the Valuer will determine the current market rent for the Premises as at the particular Market Review Date having regard to the principles provided in Schedule 1 to the Act and that the Rent payable under this Lease is exclusive of GST.
  - (vi) The costs incurred in the determination of the Rent pursuant to this clause will be borne by the Landlord and Tenant as determined by the Magistrates Court. If the Magistrates Court makes no determination, then the costs are to be borne equally by the Landlord and the Tenant.
  - (vii) Notwithstanding any other provision of this Lease, the Rent payable for the period from any Market Review Date until the next anniversary of the Commencement Date or Termination Date or other determination of this Lease (as appropriate) will be the Rent determined in accordance with clause 3(3)(a) or clause 3(3)(c) (as appropriate).
  - (viii) Any variation in the Rent resulting from a determination under either clause 3(3)(a) or clause 3(3)(c) (as appropriate) will be effective on and from that particular Market Review Date.
  - (ix) Where a review pursuant to either clause 3(3)(a) or clause 3(3)(c) of the Rent is completed after the relevant Market Review Date then the Rent from the Market Date will be paid by the Tenant at the rate previously payable until the completion of the review.

**4. OUTGOINGS AND OTHER CHARGES****(1) Outgoings**

The Rent is a gross rent and the Tenant is not obliged to pay Outgoings in addition to the Rent.

**(2) Charges for Utilities**

The Tenant shall pay all charges which may from time to time be imposed or charged by the relevant utility provider in respect of telephone, electricity, gas and water consumed in the Premises during the Term. If assessed directly against the Tenant such charges shall be paid to the assessing authority by the due date for payment. If assessed against the Landlord the Landlord shall charge the Tenant as if the Tenant was a single consumer direct from the relevant utility provider and the Tenant shall pay such charges within fourteen (14) days of being billed by the Landlord.

**(3) Charges Relating to Tenant's Business**

The Tenant shall pay all amounts which are during the Term assessed, charged or imposed upon or in respect of or by virtue of the Tenant's Business and whether assessed against the Landlord or the Tenant. If assessed against the Tenant such amounts shall be paid by the Tenant to the assessing authority by the due date for the payment and if assessed against the Landlord shall be paid to the Landlord upon demand by the Landlord.

**(4) After Hours Services**

The Tenant shall pay for any Services supplied, at the Tenant's request, to the Premises outside normal business hours.

**(5) Goods and Services Tax****(a) Definitions**

In this clause 4(5):

- (i) "GST", "taxable supply" and "tax invoice" have the same meanings as in the GST Act, and
- (ii) "GST Act" means the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*.

**(b) Rent and other Payments are Exclusive of GST**

The consideration payable by the Tenant to the Landlord under a clause of this Lease (except for any provision in this clause 4(5)) for a taxable supply made by the Landlord to the Tenant (including rent and outgoings) is exclusive of any amount attributable to GST (the "GST-exclusive consideration").

**(c) Tenant's Obligation to Pay Landlord**

- (i) The Tenant shall, in respect of any taxable supply made by the Landlord to the Tenant under this Lease (including any extension or renewal of this Lease), pay to the Landlord, in addition to the GST-exclusive consideration and at the same time this Lease requires the GST-exclusive consideration to be paid, an amount which, under the GST Act, is equal to the GST payable on the GST-exclusive consideration.
- (ii) The Tenant's liability under clause 4(5)(c)(i) is not affected by the Landlord's entitlement to input tax credits under the GST Act. However, if in relation to a taxable supply made to the Landlord the Landlord is entitled to an input tax credit in respect of consideration paid by or for it for which the Tenant must reimburse the Landlord, the GST-exclusive consideration must be reduced by an amount equal to the input tax credit.

**(d) Tax Invoice**

The Landlord shall deliver to the Tenant a tax invoice for a taxable supply made by the Landlord to the Tenant.

**5. PAYMENT REQUIREMENTS****(1) Method of Payment**

The Tenant shall make payments under this Lease to the Landlord (or to a person nominated by the Landlord in a notice to the Tenant) by direct bank credit to a bank account nominated in writing from time to time by the Landlord, without set off, counterclaim, withholding or deduction.

(2) **Correcting Mistaken Payments**

If the Tenant pays an amount and it is found later that the amount was not correct, then even if the Landlord has given the Tenant a receipt, the Tenant shall pay the Landlord (or the Landlord shall credit the Tenant with) the difference between what the Tenant has paid and what the Tenant should have paid within twenty one (21) days after either party gives the other a notice about the mistake.

(3) **Demand Not Required**

The Landlord need not make demand for any amount payable by the Tenant unless this Lease says that demand shall be made.

(4) **Timing of Payment on Demand**

If this Lease does not specify a date for payment of any amount by the Tenant, then the Tenant shall pay that amount within seven (7) days after the Landlord demands it.

(5) **Payment Obligations Continue**

Expiry or termination of this Lease does not affect:

(a) the Tenant's obligations:

- (i) to make payments under this Lease for periods before or after then, or
- (ii) to give information to the Landlord to enable it to calculate those payments; or

(b) the Landlord's obligations to account to the Tenant for any overpayment made in advance.

(6) **Time of the Essence**

Time is of the essence of this Lease in connection with the Tenant's obligations to pay money.

(7) **Interest on Overdue Money**

If the Tenant does not pay on time any amount payable by it under this Lease it shall pay the Landlord interest on that amount from when it becomes due for payment until it is paid. Interest is calculated on daily balances at the rate quoted on the day of demand by the Landlord's principal bankers (as nominated by the Landlord) on unsecured overdraft accommodation in excess of One Hundred Thousand Dollars (\$100,000.00).

6. **INSURANCES**

(1) **Tenant to Insure**

The Tenant shall in connection with the Premises maintain with insurers and on terms approved by the Landlord (acting reasonably) in the names of the Tenant, the Landlord and any other person named by the Landlord and having an interest in the Premises:

- (a) public liability insurance for at least Twenty Million Dollars (\$20,000,000.00) (as varied by notice from the Landlord to the Tenant);
- (b) plate glass insurance against all risks specified by the Landlord, and
- (c) other insurances which are required by law or which, in the Landlord's reasonable opinion, a prudent tenant would take out for similar premises for a similar use including, but not limited to, insurance in connection with Tenant's works on the Premises and insurance of stock.

(2) **Proof of Insurances**

The Tenant shall give the Landlord a certificate of currency of its insurances to establish that it has complied with **clause 6(1)** when asked to do so.

(3) **Notifiable Events**

The Tenant shall notify the Landlord immediately if an insurance policy required by this **clause 6(1)** is cancelled or an event occurs which may allow a claim or affect rights under an insurance policy in connection with the Premises or property in them.

(4) **Premium Increase**

The Tenant shall not do anything which may affect rights under any insurance or which may increase an insurance premium payable in connection with the Building, Premises or the Landlord's Property.

**7. INDEMNITIES AND RELEASES****(1) Indemnity by Tenant**

The Tenant is liable for and indemnifies the Landlord against liability or loss arising from, and cost incurred in connection with:

- (a) damage, loss, injury or death to the extent caused or contributed to by the act, negligence or default of the Tenant or of the Tenant's Employees and Agents, and
- (b) the Landlord doing anything which the Tenant must do under this Lease but has not done or has not in the reasonable opinion of the Landlord done properly,

except to the extent caused or contributed to by the default or negligent act or omission of the Landlord or the Landlord's Employees and Agents.

**(2) Release of Landlord**

The Tenant releases the Landlord from, and agrees that the Landlord is not liable for, liability or loss arising from, and cost incurred in connection with:

- (a) damage, loss, injury or death unless it is caused by the act, negligence or default of the Landlord or the Landlord's Employees and Agents;
- (b) anything the Landlord is permitted or required to do under this Lease unless it is performed negligently or in a manner which breaches the Landlord's obligations under the Lease; and
- (c) if the Landlord has complied with **clause 13(2)**:
  - (i) a Service not being available, being interrupted or not working properly, and
  - (ii) the Landlord's plant and equipment not working properly.

**(3) Independent Indemnities**

Each indemnity is independent from the Tenant's other obligations. The Landlord may enforce an indemnity before incurring expenses.

**(4) Condition of Landlord's Liability**

In the case of a remediable breach the Landlord shall not be or be deemed to be in default under this Lease unless the Tenant shall have given the Landlord written notice of the breach and the Landlord fails with a reasonable time thereafter to take proper steps to rectify the breach.

**8. PERMITTED USE****(1) Permitted Use**

The Tenant shall not use the Premises or any part of them for any purpose other than for the Permitted Use.

**(2) Warranty as to Use**

The Landlord warrants that the Premises may lawfully be used for the Permitted Use.

**9. TENANT'S ADDITIONAL OBLIGATIONS****(1) Positive Obligations**

The Tenant shall:

- (a) subject to **clause 11(5)**, comply on time with all law and the requirements of authorities in connection with the Premises, the Tenant's Business, the Tenant's Property and the use or occupation of the Premises (including obtaining all permits);
- (b) inform the Landlord of damage to the Premises or the Landlord's Property or of a faulty Service immediately it becomes aware of it;
- (c) observe the maximum load weights throughout the Building;
- (d) promptly, when asked by the Landlord acting reasonably, do everything necessary for the Tenant to do to enable the Landlord to exercise its rights under this Lease;
- (e) put up signs in the Premises prohibiting smoking if required by the Landlord, and
- (f) secure the Premises when they are unoccupied and comply with the Landlord's directions about Building security.

**(2) Negative Obligations**

The Tenant shall not:

- (a) alter or interfere with the Landlord's Property or remove it from the Premises;
- (b) store or use inflammable, volatile or explosive substances on the Premises except where the substances are required for the Permitted Use or the Tenant's Business and in that case the Tenant will promptly notify the Landlord and comply with all relevant laws and regulations and the requirements of the Landlord's insurer in respect of such storage or use;
- (c) do anything in or around the Building which in the Landlord's reasonable opinion may be annoying, dangerous or offensive or may cause a nuisance;
- (d) do anything to overload the Building's facilities, the Landlord's Property or the Services, nor use them for anything other than their intended purpose;
- (e) smoke in the Building;
- (f) put up signs, notices advertisements, blinds or awnings, antennae or receiving dishes or install vending or amusement machines without the Landlord's approval;
- (g) hold auction, bankrupt or file sales in the Premises, or
- (h) keep an animal or bird on the Premises.

If this Lease requires the Tenant not to do something, then the Tenant must not do anything which may result in the thing happening.

**(3) Compliance by Tenant's Employees and Agents**

The Tenant shall ensure that the Tenant's Employees and Agents comply with the Tenant's obligations under this Lease as are applicable to them, and the obligation of proving that an obligation is not applicable to them shall rest with the Tenant.

**10. CLEANING AND MAINTAINING THE PREMISES****(1) Cleaning**

The Tenant shall at its cost keep the Premises and everything in them clean and free of rodents, termites, cockroaches and other vermin and comply with the Landlord's reasonable directions in this regard (including without limitation regular cleaning and fumigation).

**(2) Maintenance of Gardens and Air Conditioning Systems**

- (a) The Tenant must maintain and keep any garden, lawn and yard on the Premises in reasonable condition during the Term.
- (b) The Tenant must maintain any air conditioning units and systems installed in the Building during the Term. The Tenant must enter into a regular maintenance agreement with, or otherwise regularly engage, an appropriately qualified tradesman to perform the maintenance referred to in this **clause 10(2)(b)**.
- (c) The Landlord agrees to pay for the replacement of any air conditioning units and systems, or any part thereof not being a consumable part, where deemed reasonably necessary by the Landlord.

**11. REPAIR, REDECORATION AND THE TENANT'S WORKS****(1) Landlord's Approval**

- (a) The Tenant may not carry out works to the Premises without the Landlord's approval which approval must not be unreasonably withheld if the Landlord gives approval, it may impose reasonable conditions. The Landlord must respond promptly after the Tenant has provided the Landlord with the plans, specifications and schedule of finishes of the intended works.
- (b) The Tenant must pay the Landlord's reasonable costs, including costs of engaging an architect or builder to review the plans, specifications or schedule or finishes referred to in this **clause 11(1)**. The Landlord must submit an estimate of costs to the Tenant before incurring any costs referred to in this **clause 11(1)**, at which point the Tenant may elect to withdraw its request to carry out its works or agree to pay the Landlord's costs.

(2) **Tenant's Works**

The Tenant shall ensure that any works it does, including works under **clauses 11(4) or 11(5)**, are done:

- (a) by contractors capable of completing the works in a competent manner and in accordance with paragraphs (b) to (e) of this clause;
- (b) in a proper and workmanlike manner;
- (c) in accordance with any plans, specifications and schedule of finishes required and approved by the Landlord;
- (d) in accordance with all laws and the requirements of authorities, and
- (e) in accordance with the Landlord's reasonable requirements and directions.

(3) **Acknowledgement of Good Repair**

The Tenant acknowledges that except for possible latent defects of which the Tenant could not be aware, the Premises were in good repair at the Commencement Date.

(4) **Repair, Replace and Redecorate**

The Tenant shall:

- (a) keep the Premises and the Tenant's Property in good and tenantable repair and condition as at the Commencement Date excluding fair wear and tear and damage by fire, flood, storm, tempest, explosion, riot, civil commotion, war or otherwise by inevitable accident or act of God or by a structural or other defect in the Premises or any part of the Premises and without neglect or default on the part of the Tenant provided always that the exception in respect of fair wear and tear shall apply subject to the express obligations of the Tenant in **clause 11** and then only if the Tenant shall have taken all reasonable measures and precautions as required by this Lease to ensure that any damage, defect or dilapidation which at any time shall be attributable to fair wear and tear shall not cause or contribute to any further consequential damage to the Premises;
- (b) promptly replace worn or damaged light bulbs, tubes, tap washers, window and door locks, plate glass and Tenant's Property (other than stock) in the Premises with items of similar quality, and
- (c) paint the walls, ceilings and other parts of the interior of the Premises which have at any time been previously painted with not less than two (2) coats of first quality paint in a proper and workmanlike manner in the original colours thereof or such other colours as may be approved of in writing by the Landlord and wash, stain or otherwise treat non-painted surfaces of the interior of the Premises or otherwise redecorate in a manner approved of by the Landlord in writing as often as may be necessary so as to preserve the good appearance of the Premises and in any event (unless the Landlord expressly waives compliance therewith in writing acting reasonably) during the last year of the Term.

(5) **Structural Work**

The Tenant need not carry out or otherwise pay for structural work unless it is required because of the Tenant's particular use or occupation of the Premises or the act, negligence or default of the Tenant or of the Tenant's Employees and Agents.

12. **TRANSFER AND OTHER DEALINGS**

(1) **Assignment**

The Tenant must not during the term of the Lease assign or transfer the Tenant's interest in the Premises without first notifying the Landlord in writing ("**Transfer Request**"). Any assignment or transfer of the Premises will not be in breach of this provision and the Landlord will consent if:

- (a) the Tenant provides the proposed assignee or transferee ("**Ingoing Tenant**") with a copy of the Disclosure Statement and advise of any material changes to the information contained in the Disclosure Statement since it was provided to the Tenant.
- (b) the Tenant has first submitted to the Landlord, at the Landlord's address for service, a Transfer Request in writing to assign, transfer or sublet this Lease; and

- (c) within 14 days of receipt of a Transfer Request the Landlord has requested from the Tenant and the Tenant has provided:
  - (i) **(details)** detail of the particulars of the Ingoing Tenant;
  - (ii) **(financial standing)** information concerning the financial standing of the Ingoing Tenant;
  - (iii) **(business skills)** information concerning the business skills of the Ingoing Tenant;
  - (iv) **(proper use)** information concerning the proposed use of the Premises by the Ingoing Tenant; and
- (d) the proposed assignment or transfer is to a related entity of the Tenant as defined by the *Corporations Act 2001*.

(2) **Landlord's consent**

The Landlord must notify its consent or otherwise within twenty eight (28) days of receipt of the Transfer Request. If the Landlord does not give that notice within the time stipulated it will be deemed to have consented to the Transfer Request.

(3) **Withholding of Landlord's consent**

The Landlord may only withhold consent to an assignment or transfer where the Landlord has reasonably formed the view that:

- (a) The Ingoing Tenant intends to change the use of the Premises as specified in Item 6 of the Reference Schedule;
- (b) The Ingoing Tenant lacks the financial capacity to conduct the business of the Ingoing Tenant;
- (c) The Ingoing Tenant does not possess adequate business skills to run the business; or
- (d) The Tenant has failed to rectify a breach of the Lease.

(4) **Ingoing Tenant**

If the Landlord consents to an assignment or transfer, the assignment or transfer will not be complete until:

- (a) **Agreement:** the Ingoing Tenant has entered into an agreement with the Landlord in the form reasonably required by the Landlord that the Ingoing Tenant must duly perform and observe the agreements on the Tenant's part;
- (b) **Guarantee:** the Ingoing Tenant has provided the Landlord with the guarantees of the performance of the Ingoing Tenant's obligations under the Lease that the Landlord reasonably requires; and
- (c) **Payment of Costs:** the Tenant has paid to the Landlord the Landlord's reasonable costs of any legal or other expenses incurred in connection with determining whether to consent to the assignment, transfer or subletting.

(5) **Other Dealings**

- (a) During the continuance of this Lease, the Lessee may, without the consent of the Landlord:
  - (i) grant an underlease in respect of the whole or part of the Premises, or
  - (ii) share, or part with, the right of occupation or possession of the whole or part of the Premises (including but not limited to licensing, franchising, independent business or concession arrangements (whether written or oral)).
- (b) In respect to any underlease the Tenant enters into under **clause 12(5)(a)(i)** the Tenant warrants that the underlease with the underlessee will contain adequate provisions to ensure the underlessee:
  - (i) complies with the Tenant's obligations under this Lease, as far as they govern the conduct of the underlessee as occupant of the underleased premises;
  - (ii) is prohibited from further underletting of the underleased premises by the underlessee without the Landlord's consent, which consent shall not be unreasonably withheld or delayed, and
  - (iii) is prohibited from doing or permitting some act in relation to the underleased premises which is inconsistent with, or would constitute a breach, of this Lease.

- (c) If the Tenant shares, or parts with, the right of occupation or possession referred to in **clause 12(5)(a)(ii)**, the Tenant warrants that the Other Person will:
- (i) comply with the Tenant's obligations under this Lease, as far as they govern the conduct of the Other Person as occupant or possessor of the whole or part of the Premises, whatever the case may be, and
  - (ii) will be prohibited from doing or permitting some act in relation to the Premises which is inconsistent with, or would constitute a breach, of this Lease.
- (d) **Other Person** means, for the purposes of this **clause 12(5)**, the person to whom possession, or the right of occupation, of part or the whole of the Premises is granted by the Tenant, whatever the case may be, pursuant to **clause 12(5)(a)(ii)**.

(6) **Securities**

The Tenant may only create or allow to come into existence:

- (a) a security over the Tenant's interest in this Lease, or
  - (b) a lease or security affecting the Tenant's Property,
- with the Landlord's approval (which it may not unreasonably withhold).

13. **LANDLORD'S ADDITIONAL OBLIGATIONS AND RIGHTS**

(1) **Quiet Enjoyment**

Subject to the Landlord's rights, while the Tenant complies with its obligations under this Lease, it may occupy the Premises during the Term without interference by the Landlord.

(2) **Operation of Services and Structural Repairs**

- (a) Subject to **clause 13(2)(c)**, the Tenant may not terminate this Lease or stop or reduce payments under it because a Service is not available or is interrupted or fails or the Landlord's plant and equipment breaks down.
- (b) The Landlord must take reasonable steps to ensure that Services are available and that plant and equipment are maintained in good order and condition (except where this Lease imposes that obligation on the Tenant).
- (c) The Tenant may terminate this Lease if the supply of water, electricity, air conditioning, lifts, telephone or internet access is continually unavailable for a period of one (1) month at any time during the Term.
- (d) So long as the Landlord has observed its obligations under **clause 13(2)(b)**, the Tenant has the right to seek compensation from the Landlord in the event that Services become unavailable.
- (e) The Landlord must take reasonable steps to keep and maintain the Premises in sound structural repair and watertight.
- (f) The Landlord must have the Building insured from damage caused by fire, flood, earthquake, and other usual risks for the replacement value of the Building.
- (g) The Landlord must take reasonable steps to pay all Outgoings as and when they become due and payable.

(3) **Mortgagee's Consent**

The Landlord must obtain the written consent to this Lease from any mortgagee of the Land. If as a condition of that consent the Tenant is requested to execute a document it shall execute that document promptly. Such document shall be on terms reasonably required by the Landlord.

(4) **Works**

The Landlord may carry out any works in the Building or the Premises but it must do everything reasonably necessary to minimise interference with the Tenant's Business.

**(5) Landlord's Right to Enter**

- (a) The Landlord may enter the Premises at reasonable times on reasonable notice to see if the Tenant is complying with its obligations under this Lease or to do anything the Landlord must or may do under this Lease or to view the condition of the Premises generally.
- (b) If the Landlord decides there is an emergency, the Landlord may enter at any time without notice.

**(6) Prospective Tenants or Purchasers**

After giving reasonable notice, the Landlord may:

- (a) enter the Premises to show prospective purchasers, mortgagees or tenants through the Premises;
- (b) display for a reasonable time from the Premises a sign indicating that the Building or Premises is available for purchase; and
- (c) display during the last three (3) months of the Term a sign indicating that the Premises are available for Lease.

**(7) Change of Landlord**

If the Landlord deals with its interest in the Premises so that another person becomes landlord:

- (a) the Landlord must first obtain a covenant from that other person ("**New Landlord**") to observe and fulfil the Landlord's obligations under this Lease from the date the New Landlord acquires its interest, and
- (b) upon obtaining the covenant referred to in **clause 13(7)(a)** the Landlord is released from its obligations under this Lease arising after it ceases to be landlord.

**(8) Landlord may Rectify**

After giving the Tenant reasonable notice of what is to be done, the Landlord may do anything which the Tenant should have done under this Lease but which it has not done in accordance with that notice or which the Landlord considers it has not done properly, and may recover from the Tenant the cost thereof.

**(9) Agents**

The Landlord may appoint agents or others to exercise any of its rights or perform any of its duties under this Lease. Communications from the Landlord override those from the agents or others if they are inconsistent.

**14. EXPIRY OR TERMINATION****(1) Tenant to Vacate**

The Tenant shall vacate the Premises on the earlier of the Expiry Date and the date this Lease is terminated and subject to **clauses 11** and **14(2)**, leave them in a clean and tidy condition.

**(2) Removal of Tenant's Property**

The Tenant may not remove the Tenant's Property which:

- (a) the Landlord has stated (as a condition of giving approval to works) may not be removed, or
- (b) is part of structural work done by the Tenant to the Premises unless the Landlord gives the Tenant a notice requiring the Tenant to remove that Tenant's Property.

If the Tenant acquires ownership, from the Landlord or any previous occupier, of property which is part of structural work to the Premises, then notwithstanding **clause 14(2)(b)**, the Tenant is not obliged to remove that property when the Lease ends.

**(3) Time for Removal**

Subject to **clauses 14(2)** and **14(4)**, the Tenant shall remove the Tenant's Property from the Premises during the seven (7) days immediately before the day the Premises must be vacated and shall promptly make good any damage caused by that removal.

**(4) Removal after Re-Entry**

If the Landlord terminates this Lease by re-entry, the Tenant must give the Landlord a notice within seven (7) days after termination that it will remove the Tenant's Property which it may or must remove from the Premises.

**(5) Landlord's Notice**

Within seven (7) business days after the Tenant gives its notice, the Landlord must give the Tenant a notice, stating when and how the Tenant's Property is to be removed from the Premises and by whom.

**(6) Tenant's Property not removed**

Subject to the requirements of the *Uncollected Goods Act 1996* (ACT), which the Landlord must comply with, the Landlord may treat the Tenant's Property as abandoned and deal with it in any way it sees fit, at the Tenant's expense, if the Tenant does not:

- (a) give its notice on time (in the event that **clause 14(4)** applies); or
- (b) remove the Tenant's Property in accordance with this **clause 14** or a notice given under it.

**(7) Risk**

The Tenant's Property is at the Tenant's risk at all times.

**(8) Removal by Landlord**

Despite the provisions of **clauses 14(2) to 14(5)** the Landlord may upon termination of this Lease remove the Tenant's Property from the Premises and store the same in a public warehouse or elsewhere at the Tenant's cost without being deemed guilty of conversion or becoming liable for any loss or damage occasioned by such removal or storage. Any costs incurred by the Landlord in or about such removal and/or storage shall be paid by the Tenant to the Landlord upon demand and any reference in **clauses 14(2) to 14(6)** to the Tenant removing the Tenant's Property shall be a reference to removing it from the Premises or the place of storage, as appropriate.

**(9) Return of Keys etc**

On the day the Tenant must vacate the Premises, the Tenant shall give the Landlord the keys, access cards and similar devices for the Building and the Premises held by the Tenant, the Tenant's Employees and Agents and any other person they have given them to.

**15. HOLDING OVER****(1) Monthly Tenancy**

If the Tenant continues to occupy the Premises after the Expiry Date with the Landlord's approval, it does so under a tenancy for a fixed term of one (1) month and then from month to month:

- (a) which either party may terminate on one (1) month's notice ending on any day, and
- (b) at a rent which is one twelfth (1/12<sup>th</sup>) of the Rent.

**(2) Terms of Monthly Tenancy**

Subject to **clause 15(1)**, the monthly tenancy is on the same terms as this Lease except for those changes which:

- (a) are necessary to make this Lease appropriate for a monthly tenancy, or
- (b) the Landlord requires as a condition of giving its approval to the holding over.

**16. DAMAGE TO BUILDING OR PREMISES****(1) Damage to or destruction of the Premises**

If the Premises are at any time damaged or destroyed so that the Premises are unable to be used by the Tenant for its normal purpose:

- (a) **(Rent abatement if Premises unable to be used)** the Rent and Outgoings will abate (unless otherwise determined by the Magistrates Court), and all remedies for recovery of the Rent and Outgoings falling due after the damage or destruction will be suspended until the Premises have been restored or made fit for the occupation and use or accessible to the Tenant (as appropriate);
- (b) **(Rent abatement if Premises able to be used)** the Tenant must continue to pay the Rent and Outgoings while the Premises are damaged but able to be used (either fully or partly) by the Tenant. The Tenant may apply to the Magistrates Court for an order for the payment of a lower amount of Rent and Outgoings than is required under the Lease.
- (c) **(Notice of Landlord's intention regarding repair)** if the Premises are destroyed or damaged in a material way, the Landlord must tell the Tenant within two (2) months after the day, or the last day, of the damage or destruction:

- (i) that the Landlord reasonably considers repair of the Premises is impracticable, and intends not to repair the Premises; or
  - (ii) that the Landlord intends to reinstate the Premises between approximate starting and finishing dates stated in the notice.
- (d) **(Landlord may terminate)** the Landlord may terminate the Lease by giving at least thirty (30) days notice of the intention to terminate if:
- (i) the Premises or the Building have been damaged; and
  - (ii) the Landlord has provided the Tenant with notice under clause 16(1)(c)(i); and
  - (iii) either:
    - A. the Premises or the Building have been demolished because of the damage; or
    - B. the damage extends to more than 50% of the Premises or the Building; or
    - C. it is impracticable for the Landlord to repair or reinstate the Premises or the Building, acting reasonably and promptly, within one (1) year after the day, or the last day, the damage happened; or
    - D. the Premises cannot be used because of the damage, the Lease is due to expire within two (2) years after the day, or the last day, the damage happened and there is no option for renewal contained in the Lease.
- (e) **(Tenant may terminate)** the Tenant may terminate the Lease by giving at least thirty (30) days notice of the intention to terminate if:
- (i) the Premises or the Building have been damaged in a material way; and
  - (ii) either:
    - A. the Landlord provides the Tenant with a notice in accordance with clause 16(1)(c)(i) or
    - B. the Landlord provides the Tenant with a notice in accordance with clause 16(1)(c)(ii) but unreasonably departs from, or takes no reasonable action in relation to, the Landlord's intention; or
    - C. the Premises will not be able to be used for their normal purposes within a reasonable period, or within one (1) year, after the day, or the last day, the damage happened.
- (f) **(Exceptions)** the provisions of paragraphs 16(1)(a), 16(1)(b), 16(1)(c) and 16(1)(d) will not apply where the damage or destruction has been caused or contributed to by, or arises from, any act or omission of, the Tenant or the Tenant's Employees and Agents and any policy or policies of insurance effected on the Building have been avoided, or payment of the policy money refused or reduced, in consequence of any act or default of the Tenant or of the Tenant's Employees and Agents. In such circumstances the Landlord may apply to the Magistrates Court for an order that the Tenant pay all (or part of) the Rent and Outgoings.
- (g) **(Dispute about useability of damaged Premises)** if the Landlord and the Tenant do not agree as to whether the Premises have been damaged, either party may apply to the Magistrates Court for a declaration as to whether the Premises can be used for their normal purpose because of the damage. In this clause, the Premises can be used for their normal purpose if they can be used fully or partly for their normal purpose.

(2) **Compensation for incomplete repair**

If the Landlord does not comply with clauses 16(1)(c), or the Tenant relies on a notice provided to the Tenant in accordance with clause 16(1)(c)(ii) and the Landlord does not comply with that notice, then the Tenant may recover compensation for loss or damage (other than nominal loss or damage) suffered as a result of the Landlord's actions.

(3) **Liability**

No liability will attach to the Landlord or to the Tenant by reason of termination of this Lease pursuant to clause 16(1). Any termination will be without prejudice to the rights of either Party in respect of any preceding breach or non-observance of any agreement or provision of this Lease.

**(4) Dispute**

Any dispute arising under clause 16(1) will be determined by the Magistrates Court. The cost of any determination will be borne by either or both of the Landlord or the Tenant (and if by both of the Parties in the proportion between them) as the Person making the determination decides.

**(5) Landlord not obliged to reinstate**

Nothing in this Lease will oblige the Landlord to reinstate the Premises or the means of access to them.

**17. DEFAULT****(1) Definition of Default**

The Tenant shall be in default:

- (a) if the Rent or any other moneys payable by the Tenant to the Landlord on a specific date are not paid in full within fourteen (14) days of the due date for payment;
- (b) if any moneys payable by the Tenant to the Landlord on demand are not paid in full within fourteen (14) days of the making of demand for payment;
- (c) if the Tenant has not commenced or completed the matters required by any notice given in terms of **clause 13(8)** within a reasonable time after the giving of such notice;
- (d) if the Tenant fails to observe, perform or fulfil any of its obligations contained in this Lease on the part of the Tenant whether positive or negative;
- (e) if the Tenant being a company becomes an externally administered body corporate (as defined in Section 9 of the *Corporations Law*) or if it should pass or attempt to pass (except for the purpose of amalgamation or reconstruction with the prior approval of the Landlord) a resolution for winding up or enter into or attempt to enter into any composition or scheme of arrangement;
- (f) if the interest of the Tenant under this Lease is attached or taken in execution under any legal process; or
- (g) if the Tenant suffers or permits any mortgagee or chargee or any appointee of any mortgagee or chargee to enter into possession or act as receiver or manager of the Tenant's Business.

**(2) Right to terminate**

The Landlord will have a right to terminate this Lease if the Tenant is in default under clause 17(1).

**(3) Procedure for termination**

If the Landlord has a right to terminate this Lease pursuant to clause 17(2), then the Landlord may serve a Termination Notice on the Tenant, and:

- (a) if the Tenant has not contested the Termination Notice in the Magistrates Court within 14 days of receipt of the Termination Notice, then the Landlord may:
  - (i) re-enter and take possession of the Premises (by force if necessary) and eject the Tenant and repossess and enjoy the Premises and the Lease will be absolutely determined; or
  - (ii) by notice in writing to the Tenant determine the Lease and from the date of giving the notice the Lease will be absolutely determined; or
- (b) if the Magistrates Court has given an order that the Lease is terminated then the Lease is terminated as at the date of termination stated in the order of the Magistrates Court, and the Landlord may re-enter the Premises in accordance with the terms of the order.

**(4) Tender after Determination**

Any moneys tendered by the Tenant after the termination of this Lease in the manner described in **clause 17(2)** and accepted by the Landlord will be applied firstly on account of any Rent and other moneys due but unpaid at the date of termination and secondly on account of the Landlord's costs of terminating of this Lease.

**(5) Damages for Breach**

If the Tenant commits a breach of a fundamental obligation of this Lease (whether positive or negative) which the Landlord elects to treat as a repudiation of this Lease by the Tenant and as a result the Landlord terminates this Lease the Landlord may without prejudice to any other remedy it may have at law against the Tenant recover damages from the Tenant for loss of bargain. For the purpose of this clause, the fundamental obligations of the Tenant shall include but not be limited to those contained in:

- (a) **Clause 2** (Payment of Rent);
- (b) **Clause 4** (Outgoings and Other Charges)
- (c) **Clause 6** (Insurance);
- (d) **Clause 8** (Trading and Use);
- (e) **Clause 11** (Repair, Redecoration and Tenant's Works), and
- (f) **Clause 12** (Transfer and Other Dealings).

**(6) Moratorium not Applicable**

Unless application is mandatory by law, any statute, proclamation, order, regulation or moratorium present or future shall not apply to this Lease so as to prejudicially affect any rights, powers, remedies or discretions given or accruing to the Landlord.

**(7) Concurrent Remedies**

All the remedies available to the Landlord as a result of any default by the Tenant shall be without prejudice to any other remedies which might otherwise be available and the Tenant shall not be released from liability in respect of the breach or non-observance of any obligation by reason of the exercise by the Landlord of any such remedy.

**(8) Abandonment**

If the Tenant abandons the Premises, then the Lease terminates on abandonment. In the event of abandonment, the Landlord may apply to the Magistrates Court for:

- (a) an order declaring the Landlord's right to enter the Premises to recover possession of them; and
- (b) compensation for any damage suffered by the Landlord as a result of the Tenant's abandonment of the Premises,

provided that this clause does not limit any right of the Landlord to enter the abandoned Premises without an order from the Magistrates Court.

**18. COSTS, CHARGES AND EXPENSES**

- (1) In connection with this Lease and any document or matter in connection with it, the Tenant shall pay promptly:
  - (a) for everything it must do;
  - (b) all registration fees;
  - (c) on demand, the Landlord's reasonable costs, charges and expenses of obtaining any consents the Landlord must obtain (other than consent of the Landlord's mortgagee) before giving approvals, considering requests for approvals and exercising rights, and
  - (d) all reasonable costs, charges and expenses in connection with works the Tenant carries out, including, but not limited to, those incurred by the Landlord in considering, approving and supervising such works and those of modifying or varying the Building or Premises because of such works.
- (2) Each party must bear its own legal costs in relation to the preparation, negotiation and execution of this Lease.
- (3) The Landlord is responsible for any costs incurred in obtaining consent to this Lease of any mortgagee of the Land.

**19. NOTICES AND APPROVALS****(1) Method of Giving Notice**

A notice, consent or approval shall be:

- (a) in writing, and
- (b) left at or posted by certified mail to the address or sent to the facsimile number of the party as set out in **Item 7** of the **Reference Schedule**, as varied by notice.

**(2) Deemed Receipt**

A notice or approval is taken to be given:

- (a) if posted, on the third day after posting, and
- (b) if sent by facsimile, on the next business day after it is sent unless the sender is aware that transmission is impaired.

**20. MISCELLANEOUS****(1) Waiver and Variation to be in Writing**

A provision of or a right under this Lease may not be waived or varied except in writing signed by whoever is to be bound.

**(2) No Deemed Waiver**

If the Landlord:

- (a) accepts rent or other money under this Lease (before or after termination);
- (b) does not exercise or delays exercising any right under **clause 17**;
- (c) gives any concession to the Tenant, or
- (d) attempts to mitigate its loss,

it is not a waiver of any breach or of the Landlord's rights under this Lease. An attempt by the Landlord to mitigate its loss is not a surrender of this Lease.

**(3) Prior Breaches**

Expiry or termination of this Lease does not affect any rights in connection with a breach of this Lease before then.

**(4) Warranties and Undertakings**

The Tenant warrants that it has relied only on its own enquiries in connection with this Lease and not on any representation or warranty by the Landlord or any person acting or seeming to act on the Landlord's behalf.

**(5) Undertakings**

The Tenant shall comply on time with undertakings given by or on behalf of the Tenant in connection with this Lease.

**(6) Severability**

In case any provision of this Lease is invalid, illegal or unenforceable in any respect, the remaining provisions are not in any way affected or impaired.

**(7) Counterparts**

This Lease may consist of a number of counterparts and the counterparts taken together constitute one and the same instrument.

**(8) Entire Agreement**

This Lease and the Agreement for Lease pursuant to which it is executed contain the entire agreement between the parties and supersedes all previous correspondence and negotiations.

**(9) Compliance with the Act**

- (a) This Lease is to be interpreted subject to the Act.
- (b) The Tenant acknowledges receipt of the Disclosure Statement provided by the Landlord in accordance with the Act.

- (c) The Tenant acknowledges receipt of the proposed form of this Lease as early as possible during the negotiations relating to this Lease.

(10) **Common Areas**

- (a) Subject to the terms and conditions of this Lease, the Landlord must permit the Tenant and all persons lawfully authorised by the Tenant in common with others having the like rights to exercise and enjoy the following rights:
- (i) to use and pass through all Common Areas; and
  - (ii) to use the toilets, washrooms and other facilities provided by the Landlord for the tenants of the Building and their employees, customers, clients and invitees together with adequate means of access.
- (b) The Landlord must carry out necessary repairs renovations and alterations to the Common Areas. In carrying out any necessary work the Landlord will attempt to minimise inconvenience to the Tenant.

21. **POWER OF ATTORNEY**

(1) **Power of Attorney**

After the right of re-entry has arisen the Landlord, as the Tenant's attorney, may sign:

- (a) a surrender of this Lease;
- (b) a withdrawal of any caveat lodged by the Tenant, or
- (c) any other document concerning this Lease.

(2) **Appointment**

The Tenant appoints the Landlord and each of its officers as the Tenant's attorney to act under **clause 21(1)**.

22. **OPTION**

(1) **Notice of Exercise**

This **clause 22** applies only if details of a further term are specified in **Item 8** of the **Reference Schedule**. The Tenant must give notice in writing to the Landlord not more than nine (9) months and not less than six (6) months prior to the Expiry Date if it wishes to exercise this option for renewal. If at the date of giving that notice and at the Expiry Date there is no subsisting breach by the Tenant of which the Landlord has given the Tenant notice and a reasonable opportunity to remedy, the Landlord must grant to the Tenant a new lease for the further term specified in **Item 8** of the **Reference Schedule** commencing on the day after the Expiry Date on the same terms and conditions as this Lease except that:

- (a) the rent figure for the first Lease year (appearing in **Item 1** of the **Reference Schedule**) shall be omitted and the new rental figure to be inserted will be the amount determined under **clause 3(3)** (the commencement date of the further term being a Market Review Date);
- (b) the Rent for each subsequent Lease Year of the further term will be determined by application of **clause 3(2)**;
- (c) the provisions of this **clause 22** shall be omitted from the new lease on the exercise of the last option for renewal, and
- (d) where more than one further term is provided for in **Item 8** of the **Reference Schedule**, that further term the subject of the Tenant's option then being exercised, is deleted.

(2) **Execution of Variation**

If the option is exercised all parties will execute and the Landlord will register an amendment to the Lease (to be prepared by the Landlord) to record the option term and the variations set out in **clause 22(1)**. The Tenant must promptly pay all registration fees payable in respect of the amendment to lease.

23. **SECURITY**(1) **Definitions**

For the purposes of this clause, the following definitions are to be adopted:

- (a) **Bank Guarantee** means an irrevocable and unconditional undertaking in favour of the Landlord by a bank approved by the Landlord, to pay amounts of money to the Landlord upon demand, in a form and containing provisions which are acceptable to the Landlord, acting reasonably.
- (b) **New Bank Guarantee** means a replacement Bank Guarantee in favour of:
  - (i) the new owner of the reversion of the Lease, or
  - (ii) the new owner of the Premises.
- (c) **Secured Amount** means the Bank Guarantee or Security Bond amount specified in **Item 9** of the **Reference Schedule**.
- (d) **Security Bond** means a cash deposit.

(2) **Bank Guarantee**

- (a) On or before the Tenant executes this Lease, the Tenant must deliver a Bank Guarantee or a Security Bond to the Landlord for the Secured Amount.
- (b) If the Tenant does not comply with any of its obligations under this Lease, then the Landlord may call on the Bank Guarantee or Security Bond after giving the Tenant seven (7) days' notice.
- (c) The Tenant must deliver to the Landlord a further Security Bond or replacement or additional Bank Guarantee within fourteen (14) days after the Landlord's written request if the Landlord calls on either the Security Bond or the Bank Guarantee so that the amount guaranteed is the Secured Amount.
- (d) Subject to satisfaction of the Landlord's obligations contained in **clause 13(7)**, the Tenant must deliver to the Landlord a New Bank Guarantee within fourteen (14) days after the Landlord's written request if there is an assignment or proposed assignment of the reversion of this Lease. The New Bank Guarantee must be exchanged for the Bank Guarantee provided by the Tenant to the Landlord.
- (e) Subject to the Tenant having satisfied its obligations under this Lease, the Landlord must return the Security Bond or a Bank Guarantee to the Tenant within seven (7) days of the expiry of the Term or if requested by the Tenant, apply such amount against future Rent payable under the Lease.
- (f) If the Tenant exercises an option to extend the Term pursuant to **clause 22**, then the Tenant must deliver to the Landlord a replacement or additional Bank Guarantee within fourteen (14) days after the Landlord's written request.

24. **CONDITION PRECEDENT**

- (1) The Landlord acknowledges that the Tenant has entered into a Business Purchase Agreement to purchase the business operated from the Premises and the parties agree that this Lease is not valid and does not come into effect unless and until settlement of the Business Purchase Agreement is effected.
- (2) For the avoidance of doubt this Lease and its commencement is subject to and conditional upon settlement of the Tenant's purchase of the Business operated from the Premises.

LAND TITLES  
OFFICE OF REGULATORY SERVICES  
ACT Justice and Community Safety Directorate

## VARIATION OF SUBLEASE OR UNDERLEASE

Land Titles Act 1925



**ACT**  
Government

Justice and Community Safety

Form 022 - VSL

### LODGING PARTY DETAILS

Name	Postal Address	Contact Telephone Number
SYMONS PHILLIPS LAWYERS	PO BOX 3098 MANUKA ACT 2603	02 6295 5555

### TITLE AND LAND DETAILS

Volume & Folio	District/Division	Section	Block	Unit
881:15	TURNER	45	3	15

### SUBLEASE OR UNDERLEASE NUMBER BEING VARIED

(Please provide instrument number)

RN 1772230

### FULL NAME OF LESSOR/S (Surname Last)

(ACN required for all companies)

S W P NOMINEES PTY LTD  
ACN 076 682 614

### FULL POSTAL ADDRESS OF LESSOR/S

BATES & PICKERING, LEVEL 1, 11 FITZROY STREET  
FORREST ACT 2603

### FULL NAME AND ADDRESS OF LESSEE/S (Surname Last) (ACN required for all Companies)

MAVEN DENTAL GROUP PTY LTD  
ACN 131 333 492

### DETAILS OF VARIATION (Complete whichever is applicable)

The term of the lease is being varied by increasing ~~reducing~~ the term to  
10 years, now expiring on 29/09/2021

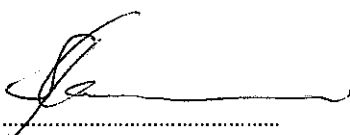



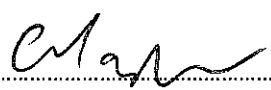
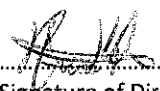
The covenants, conditions or restrictions contained or implied in the lease are varied, revoked or supplemented as set out in the attached annexure.



### DATE

8 September 2016

LESSORS' EXECUTION	
Print full name of Lessor  <b>EXECUTED by S W P NOMINEES PTY LTD ACN 076 682 614</b> in accordance with section 127 of the <i>Corporations Act 2001</i> :   Signature of Director Print Name: <b>SCOTT WILLIAM PARSONS</b>  Signature or common seal of Lessor	Print full name and address of witness           Signature of Director/Secretary Print Name: <b>MARIE DAWN PARSONS</b>  Signature of witness

LESSEE'S EXECUTION	
Print full name of Lessee  <b>EXECUTED by MAVEN DENTAL GROUP PTY LTD ACN 131 333 492</b> in accordance with section 127 of the <i>Corporations Act 2001</i> :   Signature of Director  Print Name: <b>Andrew Richard Percall Topp</b> Signature or common seal of Lessee	Print full name and address of witness           Signature of Director  Print Name: <b>KEVYN JANE WALSH</b> Signature of witness

OFFICE USE ONLY			
Lodged by		Certificate of title lodged	
Data entered by		Certificates attached to title	
Registered by		Attachments / Annexures	
Registration date		Production number	



**ACT**  
Government

Justice and Community Safety

LAND TITLES  
OFFICE OF REGULATORY SERVICES  
ACT Justice and Community Safety Directorate

## ANNEXURE

Form 029 - ANN

Land Titles Act 1925

TITLE AND LAND DETAILS				
Volume & Folio	District/Division	Section	Block	Unit
881:15	TURNER	45	3	15

ANNEXURE TO (insert dealing type)	TOTAL NUMBER OF PAGES IN ANNEXURE
VARIATION OF SUBLEASE	2

PARTIES TO DOCUMENT (Please state all parties this annexure relates to/supports)
S W P NOMINEES PTY LTD ACN 076 682 614 (LESSOR) and MAVEN DENTAL GROUP PTY LTD ACN 131 333 492 (LESSEE)

The covenants, conditions or restrictions contained or implied in registered Lease RN1772230 between S W P Nominees Pty Ltd ACN 076 682 614 as Lessor and Maven Dental Group Pty Ltd ACN 131 333 492 as Lessee ("the Lease") are varied, revoked or supplemented as follows:

1. **Item 4** (definition of CPI Adjustment Date in **clause 1(1)** and **clause (3)(2)**) is altered by:
  - a. Deleting its content; and
  - b. Replacing with:
    - 30 September 2017
    - 30 September 2018
    - 30 September 2019
    - 30 September 2020

On exercise of option:

    - 30 September 2022
    - 30 September 2023
    - 30 September 2024
    - 30 September 2025
  
2. **Item 4** (definition of Market Review Date in **clause 1(1)** and **clause (3)(3)**) is altered by:
  - a. Deleting its content; and
  - b. Replacing with:
    - 30 September 2016

On exercise of option:

    - 30 September 2021
  
3. **Item 8** is altered by:
  - a. Deleting its content; and
  - b. Replacing with:
    - 30 September 2021 to 29 September 2026 (5 years)

4. **Clause 6** is altered by inserting the following subclause:

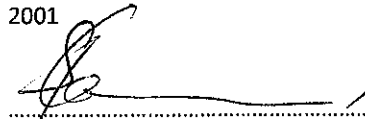
(5) **Maven Dental Group Pty Ltd**

Despite any other provision in the Lease for so long as the Tenant is Maven Dental Group Pty Ltd ACN 131 333 492 or a related body corporate (as defined in the Corporations Act 2001 (Cth)) of that company, the Lessor will accept the Tenant's blanket public liability insurance cover, and for the avoidance of doubt the Tenant will not be obliged to note the Lessor's or any other party's interest on that policy


With the exceptions of such changes necessary to give effect to this Lease, but in all other respects, the provisions of the Lease are confirmed.

**LESSOR**

EXECUTED by **S W P NOMINEES PTY LTD ACN 076 682 614** in accordance with section 127 of the Corporations Act 2001

  
.....  
Signature of Director


**Scott William Parsons**  
.....  
Full Name of Director

  
.....  
Signature of Director/Secretary


**Marie Dawn Parsons**  
.....  
Full Name of Director/Secretary

**LESSEE**

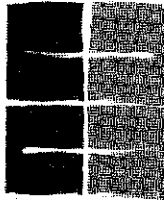
EXECUTED by **MAVEN DENTAL GROUP PTY LTD ACN 131 333 492** in accordance with section 127 of the Corporations Act 2001

  
.....  
Signature of Director

**ANDREW RICHARD PURCELL**  
.....  
Full Name of Director

  
.....  
Signature of Director

**RACHEL JANE WALSH**  
.....  
Full Name of Director



**SYMONS PHILLIPS**  
LAWYERS

## **DEED OF VARIATION OF SUBLEASE**

Dated this 8<sup>th</sup> day of September 2016

**S W P NOMINEES PTY LTD ACN 076 682 614**  
("the Lessor")

**AND**

**MAVEN DENTAL GROUP PTY LTD ACN 131 333 492**  
("the Tenant")

**SYMONS PHILLIPS**  
**Lawyers**  
33 Flinders Way  
MANUKA ACT 2603  
DX 24720 MANUKA  
Ph: 02 6295 5555  
Fax: 02 6295 5566

Our Ref: RJT:FK:20160260

THIS DEED made the

8<sup>th</sup>

day of

September

2016.

BETWEEN the parties named in the Schedule hereto.

## RECITALS

- A. The Lessor is the registered proprietor of the Premises described in the Schedule.
- B. By the Lease described in the Schedule hereto ("the Lease"), the Tenant leases the Premises from the Lessor.
- C. The Tenant has requested the Lessor to vary the terms of the Lease in accordance with this Deed.
- D. The Lessor has agreed to the Tenant's request in consideration of the Tenant entering into this Deed.

## OPERATIVE PART

- 1. The Lessor and the Tenant agree to vary the following Item of the Instrument of Sublease (Form 072) of the Lease so that on and from the date of this Deed, the following Item is amended to read as follows:

### SUBLEASE TERMINATION DATE

**29 September 2021**

- 2. The Lessor and the Tenant agree to vary the following Items of the Reference Schedule of the Lease so that on and from the date of this Deed, the following Items are amended to read as follows:

#### **Item 4**

(definition of CPI Adjustment Date in  
**clause 1(1) and clause 3(2)**)

#### **CPI Adjustment Dates**

30 September 2017  
30 September 2018

30 September 2019

30 September 2020

On exercise of option:

30 September 2022

30 September 2023

30 September 2024

30 September 2025

**Item 4**

(definition of Market Review Date in  
**clause 1(1) and clause 3(3)**)

**Market Review Dates**

30 September 2016

On exercise of option:

30 September 2021

**Item 8**

(further term in **clause 22**)

**Option Term**

30 September 2021 to 29  
September 2026 (5 years)

3. The Lessor and the Tenant each agree to vary the Lease so that on and from the Date of this Deed, the following sub-clause will be inserted into clause 6:

**(5) Maven Dental Group Pty Ltd**

Despite any other provision in the Lease for so long as the Tenant is Maven Dental Group Pty Ltd ACN 131 333 492 or a related body corporate (as defined in the Corporations Act 2001 (Cth)) of that company, the Lessor will accept the Tenant's blanket public liability insurance cover, and for the avoidance of doubt the Tenant will not be obliged to note the Lessor's or any other party's interest on that policy

4. With the exception of such variations to the Lease from clauses 1 to 3 of this Deed, the provisions of the Lease and are confirmed.

5. Any stamp or other duty payable shall be paid by the Tenant and each party must bear their own costs in relation to the preparation of this Deed and other matters related to the giving of the Lessor's consent.
6. The Lessor shall lodge the Variation of Lease instrument for registration at the Australian Capital Territory Land Titles Office and shall notify the Tenant or the Tenant's solicitors of the Dealing Number and the parties shall attend to any requisition raised by the Registrar General as quickly as possible.
7. This Deed may be executed in any number of counterparts each of which will be an original but such counterparts together will constitute one and the same instrument and the date of the Deed will be the date on which it is executed by the last party.
8. This Deed is governed by the laws of the Australian Capital Territory. The parties submit to the non-exclusive jurisdiction of courts exercising jurisdiction there.
9. In this Deed:-
  - (a) The singular includes the plural and vice versa.
  - (b) One gender includes the other.
  - (c) "Person" includes a corporation.
  - (d) Where a party is more than one person those persons are bound jointly and individually.
  - (e) A party which is a corporation includes its successors and assigns.
  - (f) A party which is a natural person includes its executors, administrators and assigns.
  - (g) If anything required to be done under this Deed is due on a day that is not a business day, the day or the last day for compliance is deemed to be the next day that is a business day.
  - (h) The word "include" is used without any limitation.

## SCHEDULE

The Lease: Memorandum of Sublease RN1772230

The Premises: Unit 15 on Units Plan 283 Block 3 Section 45 Division Turner

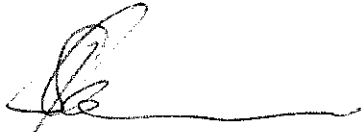
The Lessor: S W P Nominees Pty Ltd ACN 076 682 614  
of Bates & Pickering, Level 1, 11 Fitzroy Street  
FORREST ACT 2603

The Tenant: Maven Dental Group Pty Ltd ACN 131 333 492  
PO Box 1146  
SOUTHPORT BC QLD 4215

EXECUTED as a Deed.

**LESSOR**

EXECUTED by **S W P NOMINEES PTY LTD** )  
**ACN 076 682 614** by the authorised persons )  
whose signatures appear below pursuant to the )  
authority specified in accordance with section )  
127 of the *Corporations Act 2001*: )



Director

**SCOTT WILLIAM PARSONS**

Name of Director  
[BLOCK LETTERS]



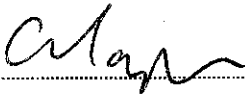
Director / Secretary

**MARIE DAWN PARSONS**

Name of Director / Secretary  
[BLOCK LETTERS]

**TENANT**

EXECUTED by **MAVEN DENTAL GROUP PTY** )  
**LTD ACN 131 333 492** by the authorised )  
persons whose signatures appear below )  
pursuant to the authority specified in accordance )  
with section 127 of the *Corporations Act 2001*: )



Director

**ANDREW RICHARDS PURCELL TAPPIN**

Name of Director  
[BLOCK LETTERS]



Director / Secretary

**DANIEL JAMES WALSH**

Name of Director / Secretary  
[BLOCK LETTERS]



Access Canberra.

LAND TITLES  
ACCESS CANBERRA  
Chief Minister, Treasury and Economic Development Directorate

**REGISTERED** VARIATION OF SUBLEASE OR UNDERLEASE  
**No. 3109180**

Form 022 - VSL

Land Titles Act 1925

LODGING PARTY DETAILS			
Name	Email Address	Customer Reference Number	Contact Telephone Number
SYMONS PHILLIPS LAWYERS	rhonda.walker@symonsphillips.com.au	RTT: 20210163	6295 5555

TITLE AND LAND DETAILS				
Volume & Folio	District/Division	Section	Block	Unit
1123:85	Turner	45	3	15

**SUBLEASE OR UNDERLEASE NUMBER BEING VARIED**  
(Please provide instrument number)

**1772230**

FULL NAME OF LESSOR/S (Surname Last) (ACN required for all companies)	FULL POSTAL ADDRESS OF LESSOR/S
S W P NOMINEES PTY LTD ACN 076 682 614	c/- Bates & Pickering, Level 1, 11 Fitzroy Street, Forrest, ACT, 2603

**FULL NAME AND ADDRESS OF LESSEE/S (Surname Last) (ACN required for all Companies)**

**MAVEN DENTAL GROUP PTY LTD ACN 131 333 492 of Level 12, 50 Cavill Avenue, Surfers Paradise, QLD, 4217**

DETAILS OF VARIATION (Complete whichever is applicable)		
The term of the lease is being varied by increasing /reducing the term to <b>15 years</b> , now expiring on <b>29/09/2026</b>	<input checked="" type="checkbox"/>	The covenants, conditions or restrictions contained or implied in the lease are varied, revoked or supplemented as set out in the attached annexure. <input checked="" type="checkbox"/>

**DATE**

**23 SEPTEMBER 2021**

**CERTIFICATION** \*Delete the inapplicable

**Lessor**

- \*The Certifier has taken reasonable steps to verify the identity of the Lessor or his, her or its Administrator or attorney.
- \*The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
- \*The Certifier has retained the evidence to support this Registry Instrument or Document.
- \*The Certifier has taken reasonable steps to ensure that the Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Signed By:  .....

**Rebecca Tesic**

Solicitor, ACT - *Symons Phillips Lawyers*  
Level 1, M Centre, Palmerston Lane, Manuka, ACT, 2603  
Phone: (02) 6295 5555

for: **S W P NOMINEES PTY LTD** ACN 076 682 614

on behalf of the Lessor

**CERTIFICATION** \*Delete the inapplicable

**Lessee**

- \*The Certifier has taken reasonable steps to verify the identity of the Lessee or his, her or its Administrator or attorney.
- \*The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
- \*The Certifier has retained the evidence to support this Registry Instrument or Document.
- \*The Certifier has taken reasonable steps to ensure that the Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Signed By:



Marieanne Golubinsky  
Solicitor for Lessee

for: MinterEllison Gold Coast

on behalf of the Lessee

**OFFICE USE ONLY**

Lodged by		Registered date / by	
Data entered by		Attachments/Annexures	



**ANNEXURE**

Form 029 - ANN

*Land Titles Act 1925*

TITLE AND LAND DETAILS					
Volume & Folio	District/Division	Section	Block	Unit	Consideration (Only complete is if requesting transactions not be aggregated)
1123:85	Turner	45	3	15	

ANNEXURE TO (insert dealing type)	TOTAL NUMBER OF PAGES IN ANNEXURE
VARIATION OF SUBLEASE	3

**PARTIES TO DOCUMENT** (Please state all parties this annexure relates to/supports)

**S W P NOMINEES PTY LTD** ACN 076 682 614 (Lessor)  
and  
**MAVEN DENTAL GROUP PTY LTD** ACN 131 333 492 (Lessee)



(g) Add new Clause 25 as follows:

**“ 25. FORCE MAJEURE**

**(1) No Access**

If there is an Emergency and the Tenant is unable to gain access to the Premises or is unable to fully conduct the Tenant’s business from the Premises because of:

- (a) any order, declaration, prohibition or requirement of any Government Agency;
- (b) reasons of safety of the Tenant’s staff or the public; or
- (c) the need to prevent, reduce or overcome any hazard, harm or loss that may be associated with the Emergency including but not limited to a restriction on the occupation of the Premises or operation of a business from the Premises by any Government Agency;

then the Landlord and the Tenant must negotiate in good faith a rent reduction with the Tenant that reflects the impact of the Emergency on the Tenant’s turnover at the Premises for the period commencing on the date when the Tenant became unable to fully conduct the Tenant’s business from the Premises until the inability ceases.

**(2) Definitions**

For the purposes of **clause 25(1)**:

- (a) **Emergency** means an earthquake, landslide, flood, fire, cyclone or other physical natural disaster, epidemic or pandemic;
- (b) **Government Agency** means the Dental Board of Australia, the Australian Health Protection Principal Committee or any government or any governmental, semi-governmental, municipal or statutory authority, instrumentality, organisation, body or delegate having jurisdiction, authority or power over the Tenant (whether federal, state or local).

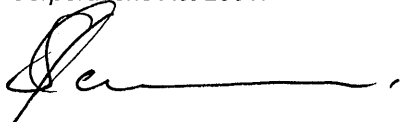
**(3) Payment received by Tenant**

The parties agree that any rent reduction as referred to in **Clause 25(1)** will take into consideration any payment received by the Tenant from any insurer of the Tenant relating to rent payments or other amounts due to the Landlord under this Lease as a result of a claim made by the Tenant in relation to any of the events specified and the Tenant agrees to direct any such payment to the Landlord.

With the exception of the above variations, all other provisions of the Lease are confirmed.

**Executed by the LESSOR/LANDLORD:**

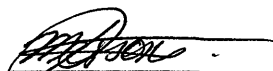
**EXECUTED** by **S W P NOMINEES PTY LTD** )  
ACN 076 682 614 in accordance with section 127 )  
of the *Corporations Act 2001*: )



Signature of Director

**SCOTT WILLIAM PARSONS**

Print full name of Director [BLOCK LETTERS]



Signature of Director/Secretary

**MARIE DAWN PARSONS**

Print full name of Director/Secretary [BLOCK LETTERS]

**Executed by the LESSEE/TENANT:**

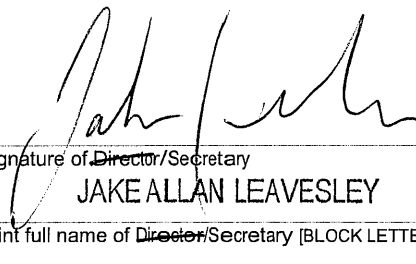
**EXECUTED** by **MAVEN DENTAL GROUP PTY** )  
**LTD** ACN 131 333 492 in accordance with )  
section 127 of the *Corporations Act 2001*: )



Signature of Director

**CHRISTOPHER MARK WILLIAMS**

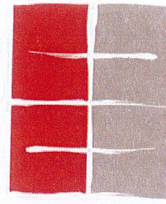
Print full name of Director [BLOCK LETTERS]



Signature of Director/Secretary

**JAKE ALLAN LEAVESLEY**

Print full name of Director/Secretary [BLOCK LETTERS]



**SYMONS PHILLIPS**  
LAWYERS

## DEED OF VARIATION OF SUBLEASE

Dated this 23rd day of September 2021

**S W P NOMINEES PTY LTD** ACN 076 682 614  
("the Lessor")

**AND**

**MAVEN DENTAL GROUP PTY LTD** ACN 131 333 492  
("the Tenant")

**SYMONS PHILLIPS**  
**Lawyers**

Level 1, M Centre  
Palmerston Lane  
MANUKA ACT 2603  
DX 24720 MANUKA  
Ph: 02 6295 5555  
Fax: 02 6295 5566

Our Ref: RJT:20210163  
(30.6.21)

THIS DEED made the 23rd day of September 2021.

BETWEEN the parties named in the Schedule hereto.

### RECITALS

- A. The Lessor is the registered proprietor of the Premises described in the Schedule.
- B. By the Lease described in the Schedule hereto ("the Lease"), the Lessor leased the Premises to the Tenant.
- C. The Tenant has requested the Lessor to vary the terms of the Lease in accordance with this Deed.
- D. The Lessor has agreed to the Tenant's request in consideration of the Tenant entering into this Deed.

### OPERATIVE PART

- 1. The Lessor and the Tenant agree to vary the following terms of the Lease:
  - (a) delete the Lease Termination Date on the front page of the Land Titles Office form and replace with:  
" 29 September 2026 ";
  - (b) add the following words and figures to Item 2 [Dates and amounts of percentages of Fixed Rent Increases] of the Reference Schedule:  

" 30 September 2027	3%
30 September 2028	3%
30 September 2029	3%
30 September 2030	3% ";
  - (c) delete Item 3 [CPI Adjustment Dates] (incorrectly referred to as "Item 4") of the Reference Schedule to the Lease and replace with:  

" <b>Item 3</b>	<b>CPI Adjustment Dates</b>	
(definition of CPI Adjustment Date in clause 1(1) and clause 3(2))		
	30 September 2017	CPI
	30 September 2018	CPI
	30 September 2019	CPI
	30 September 2020	CPI
	30 September 2022	CPI
	30 September 2023	CPI
	30 September 2024	CPI
	30 September 2025	CPI "

- (d) add the following words and figures to Item 4 **[Market Review Dates]**:
- “ and 30 September 2026 ”;
- (e) delete the words and figures from Item 8 **[Option Term]** of the Reference Schedule to the Lease and replace with the following:
- “ 30 September 2026 to 29 September 2031 (5 years) ”;
- (f) By the execution of this Deed, the parties affirm that Clause 6 of the Lease is altered by the addition of the following sub-clause:

“ (5) **Maven Dental Group Pty Ltd**

Despite any other provision in the Lease for so long as the Tenant is **Maven Dental Group Pty Ltd** ACN 131 333 492 or a related body corporate (as defined in the *Corporations Act 2001* (Cth)) of that company, the Lessor will accept the Tenant's blanket public liability insurance cover, and for the avoidance of doubt the Tenant will not be obliged to note the Lessor's or any other party's interest on that policy. ”

- (g) Add new Clause 25 as follows:

“ **25. FORCE MAJEURE**

(1) **No Access**

If there is an Emergency and the Tenant is unable to gain access to the Premises or is unable to fully conduct the Tenant's business from the Premises because of:

- (a) any order, declaration, prohibition or requirement of any Government Agency;
- (b) reasons of safety of the Tenant's staff or the public; or
- (c) the need to prevent, reduce or overcome any hazard, harm or loss that may be associated with the Emergency including but not limited to a restriction on the occupation of the Premises or operation of a business from the Premises by any Government Agency;

then the Landlord and the Tenant must negotiate in good faith a rent reduction with the Tenant that reflects the impact of the Emergency on the Tenant's turnover at the Premises for the period commencing on the date when the Tenant became unable to fully conduct the Tenant's business from the Premises until the inability ceases.

(2) **Definitions**

For the purposes of **clause 25(1)**:

- (a) **Emergency** means an earthquake, landslide, flood, fire, cyclone or other physical natural disaster, epidemic or pandemic;

(b) **Government Agency** means the Dental Board of Australia, the Australian Health Protection Principal Committee or any government or any governmental, semi-governmental, municipal or statutory authority, instrumentality, organisation, body or delegate having jurisdiction, authority or power over the Tenant (whether federal, state or local).

(3) **Payment received by Tenant**

The parties agree that any rent reduction as referred to in **Clause 25(1)** will take into consideration any payment being received by the Tenant from any insurer of the Tenant relating to rent payments or other amounts due to the Landlord under this Lease as a result of a claim made by the Tenant in relation to any of the events specified and the Tenant agrees to direct any such payment to the Landlord.

2. With the exception of such variations to the Lease as set out in clause 1 of this Deed, the provisions of the Lease are confirmed.
3. In addition to this Deed, the Tenant and the Guarantor will execute and return to the Lessor a Land Titles Office Variation of Sublease form (Form 22) as submitted by the Lessor to the Tenant, and such executed form is to be returned to the Lessor with this Deed.
4. The Lessor and the Tenant agree that each party shall pay its own legal costs and all duties, fees and charges and expenses of and incidental to the preparation and completion of this Deed.
5. The Lessee agrees to pay all registration fees payable in relation to the Variation of Sublease form.
6. The parties acknowledge that if a Law:
  - (a) imposes duty on such variations to the Lease in clause 1 of this Deed; and
  - (b) imposes that duty on the Lessor,then the Lessor is only liable to pay that duty if that Law is binding on the Lessor.
7. This Deed may be executed in any number of counterparts each of which will be an original but such counterparts together will constitute one and the same instrument and the date of the Deed will be the date on which it is executed by the last party.

8. This Deed is governed by the laws of the Australian Capital Territory. The parties submit to the non-exclusive jurisdiction of courts exercising jurisdiction there.
9. In this Deed:
- (a) The singular includes the plural and vice versa.
  - (b) One gender includes the other.
  - (c) "Person" includes a corporation.
  - (d) Where a party is more than one person those persons are bound jointly and individually.
  - (e) A party which is a corporation includes its successors and assigns.
  - (f) A party which is a natural person includes its executors, administrators and assigns.
  - (g) If anything required to be done under this Deed is due on a day that is not a business day, the day or the last day for compliance is deemed to be the next day that is a business day.
  - (h) The word "include" is used without any limitation.

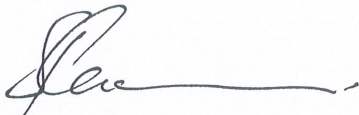
## SCHEDULE

<b>The Lease:</b>	Sublease No. 1772230
<b>The Property:</b>	Unit 15, 5 McKay Gardens, Turner, ACT, 2612 being Unit 15 UP283 Block 3 Section 45 Division of Turner
<b>The Premises:</b>	Unit 15, 5 McKay Gardens, Turner, ACT, 2612 being Unit 15 UP283 Block 3 Section 45 Division of Turner
<b>The Lessor:</b>	<b>S W P NOMINEES PTY LTD</b> ACN 076 682 614 of c/- Bates & Pickering, Level 1, 11 Fitzroy Street, Forrest, ACT, 2603
<b>The Tenant:</b>	<b>MAVEN DENTAL GROUP PTY LTD</b> ACN 131 333 492 of Level 12, 50 Cavill Avenue, Surfers Paradise, QLD, 4217

**EXECUTED** as a Deed.

**Executed by LESSOR:**

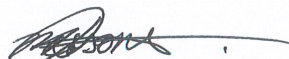
**EXECUTED** by **S W P NOMINEES PTY LTD** )  
ACN 076 682 614 in accordance with section 127 )  
of the *Corporations Act 2001*: )



Signature of Director

**SCOTT WILLIAM PARSONS**

Print full name of Director [BLOCK LETTERS]



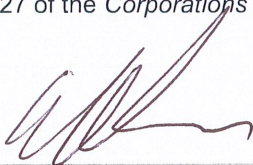
Signature of Director/Secretary

**MARIE DAWN PARSONS**

Print full name of Director/Secretary [BLOCK LETTERS]

**Executed by TENANT:**

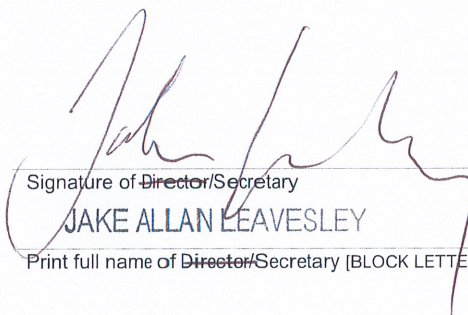
**EXECUTED** by **MAVEN DENTAL GROUP PTY** )  
**LTD** ACN 131 333 492 in accordance with )  
section 127 of the *Corporations Act 2001*: )



Signature of Director

**CHRISTOPHER MARK WILLIAMS**

Print full name of Director [BLOCK LETTERS]



Signature of Director/Secretary

**JAKE ALLAN LEAVESLEY**

Print full name of Director/Secretary [BLOCK LETTERS]