

Ready Community ERP Suite Proposal

Prepared for Cherbourg Aboriginal Shire Council

Dated: 11th April 2024





Table of contents

Table of contents	2
Introduction	2
About Readytech	3
Introduction	3
The Ready Community Suite	5

Introduction

This information is provided in response to Cherbourg Aboriginal Shire Council's 's request for a Ready Community ERP Proposal for Ready Community Financials, Business Intelligence and Payroll Suites.

If you have any questions, or if we can be of assistance in any other way, please contact me.

Name: Angelo Nardi

Title: Business Development Manager

Phone: m. 0413 614 625 | t. (08) 9315 7000

Email: Angelo.Nardi@readytech.io

Web: www.readytech



About Readytech

Introduction

A leading ASX-listed technology company, Readytech is focused on delivering mission-critical SaaS solutions for large and specialised domains, including local government, education and justice. With a people-centric approach to technology for local government, we develop solutions that drive outcomes and ultimately help local communities thrive.

About ReadyTech

 People-centric We create technology that helps our customers navigate complexity, and deliver meaningful outcomes.	 Strong track record Long term client partnerships. Deep domain experience. Proven ability to deliver.	 Leading SaaS platform Ready Case is a comprehensive cloud-based justice SaaS with full lifecycle support.	 Global capability Experienced justice experts offices in Sydney (HQ), Melbourne, Adelaide, Brisbane & London	 ReadyTech (RDY:ASX) Publicly-listed company with strong capability, extensive scale, and a strong governance & public accountability framework.
---	--	--	---	--

IT Vision became an integral part of Readytech in July 2022, following the acquisition of IT Vision, which also included Open Office and Open Windows. This strategic move consolidated our expertise and product offerings to deliver exceptional SaaS solutions, with a particular focus on serving Local and State Government entities. Readytech's overarching mission revolves around a people centric approach to technology, aimed at empowering local communities to thrive.

Readytech has transformed into a formidable force in the local government sector. We now proudly serve a substantial portfolio of 290 Local Government customers, representing over 51% of the Australian market. This consolidation underscores our commitment to providing top-tier solutions and services to local government organisations, both in West Australia and nationwide.



Since the acquisition, we have diligently worked on integrating IT Vision with Open Office and Open Windows into on cohesive Readytech organisation and solution. Ready Community ERP is the culmination of our efforts. This brand encompasses Readytech's combined government ERP offering, harmonising and tightly integrating the best products within our government portfolio. It's a result of the Altus 'Ecosystem,' a solution you may recall from previous demonstrations.

Readytech Statistics





The Ready Community Suite

Ready Community is an ERP solution for Local Governments that want to transform the way they serve their communities. Designed specifically for Local and State Government, Ready Community is the end-to-end solution that delivers choice.

The Ready Community ERP suite encompasses Financials, Property and Rating, Payroll, Asset Management, Licensing and Compliance, Customer Experience, Business Intelligence and Procurement. Ready Community delivers flexibility in a fully integrated council-wide solution.

Please see below the Ready Community ERP suite of modules.





Financials

Ready Community Financials provides an extensive suite of financial tools to enable efficient management of transactions, aggregation of information and support for real-time management of your business. Financials allows a single source of financial 'truth' for your organisation by providing end-to-end management of all of your financial transactions in a single application.





-  **Accounts Payable**
Gain visibility of spending, efficiently manage Suppliers and streamline payment processing with built-in approval workflows.
-  **Accounts Receivable**
Ensure efficient and accurate management of outstanding amounts, with clear visibility of overdue and doubtful debts.
-  **Asset Ledger**
Accurately record and report on capital acquisitions, disposals and revaluations, automatically calculating depreciation across asset classes.
-  **Bank Reconciliation**
Ensure account reconciliations are accurate and complete, with built-in intelligence to help streamline the matching process.
-  **Bonds & Deposits**
Accurately receive and report on Bonds and Deposits and simplify the refund process with automated interfaces to Accounts Payable.
-  **General Ledger**
Take control of your business with accurate and tightly integrated accounting, with flexibility to adapt to your reporting requirements.
-  **Loans**
Improve your record keeping process by closely tracking and managing liabilities, with automated interfaces to Accounts Payable and Receivable.
-  **Plant Accounting**
Monitor plant and equipment operating, ensuring expenses are allocated across project and business functions.
-  **Project Accounting**
Accurately measure project performance against budget and put control back in the hands of your project team.
-  **Purchasing**
Maintain control of commitments and purchasing delegations, ensuring efficient purchasing interactions with Suppliers.
-  **Receipting**
A centralised cash receipting solution supporting daily deposit preparation across all methods of payment, interfacing with external systems.
-  **Stock**
Comprehensive inventory management and reporting system with tight integration to Purchasing, to ensure financial stock balances align to stock holdings.

Business Intelligence

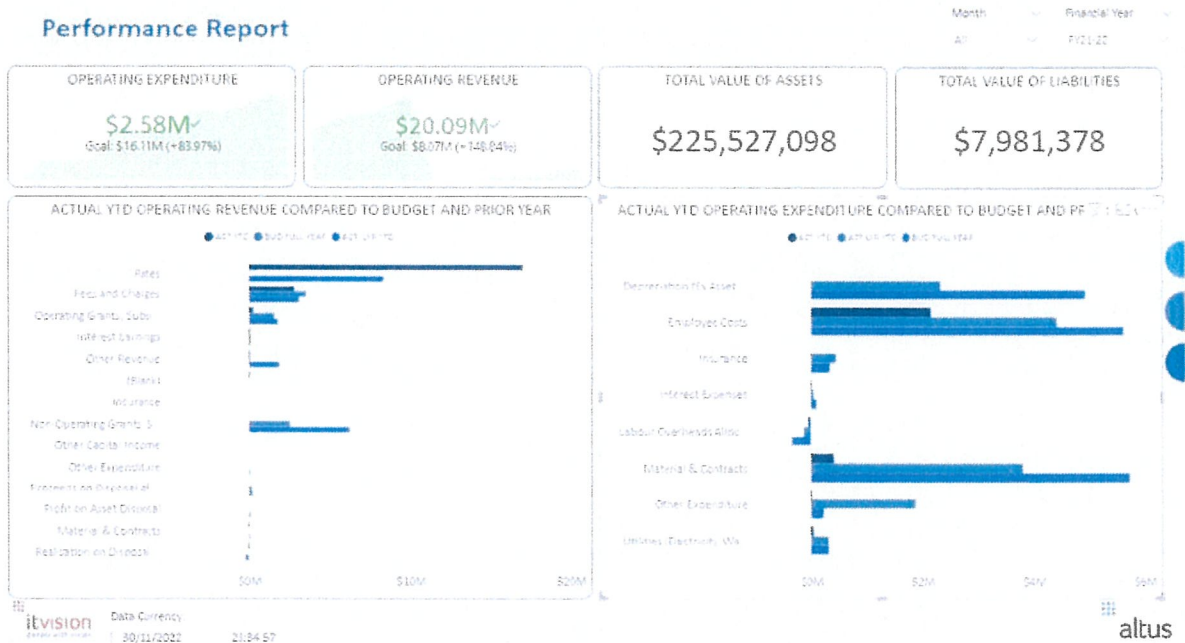
Ready Community Business Intelligence provides access to structured data models so that any user, no matter their technical ability, can understand the data and prepare reports. This data is stored within a secure cloud location and can be accessed anywhere on any device.

Multiple tools can be used to access this data, such as Microsoft Excel or Power BI. Power BI in particular provides a centralised location for easy-to-interpret dashboards that enable enhanced decision making, predictive business analysis and the ability for users to understand trends.



As part of the project we will deliver 'starter packs' that relate to key areas of council, and beyond these dashboards, Council can request further customised reports or build upon reporting dashboards in house.

Ready Community BI also provides integration into 3rd party solutions, which allows cross functional data analysis and the ability to blend data from other data sources within the one tool.

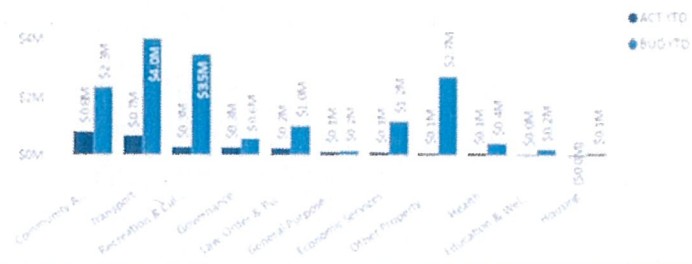




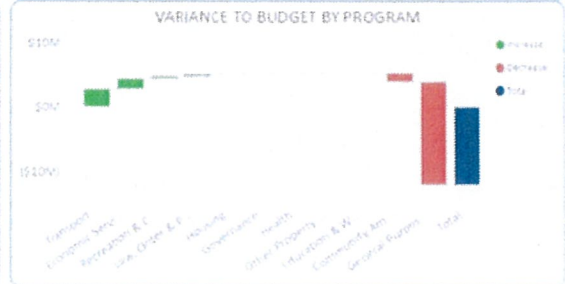
Budget vs Actual

Month: All Financial Year: FY21-22

EXPENSES BY REPORTING GROUP



REVENUE BY REPORTING GROUP



itvision Data Currency: 30/11/2022 23:34:57

altus



Ready Community Payroll Suite

Ready Community Payroll is a modern cloud-based people management platform that significantly increases efficiencies in payroll processing and improves engagement between employers and employees.

The highly intuitive platform is Single Touch Payroll compliant and has a mobile apps for timesheet entry, time clocking, leave applications and associated approvals. Other features include fully customisable user security, integrated third party payments, and integrated superannuation reporting and payment.

Ready Community Payroll allows users to capture time and attendance, automate calculations and finalise the payroll in a single process, with seamless integration to other Ready Community products, such as Ready Community Financials.

Step into a new era of payroll efficiency with Ready Community Payroll, where Council gains:

- **Versatility:** Modern, cloud-based payroll designed for all industries, customisable for local government
- **STP Compliance:** Single Touch Payroll compliant for hassle-free reporting.
- **Mobile Functionality:** Mobile Apps for timesheet entry, time clocking, leave applications, and approvals.
- **Customisable & Secure:** Fully customisable functionalities and user security for tailored access control.
- **Third-Party integration:** Seamlessly integrates with third-party payments.
- **Superannuation reporting:** Includes integrated superannuation reporting and payment.
- **Streamlined payroll:** Capture time and attendance, automate calculations, and finalise payroll in one efficient process.
- **Interconnectivity:** Easily integrates with other Ready Community products, such as Ready Community Financials, for comprehensive financial management.



Key Features

- **Onboarding** - The Onboarding modules streamlines the onboarding process for new hires.
- **Time & Attendance** – Accurately capture job costing, allocate resources, and track time with “tap & go” functionality.
- **Superannuation** – Offers a Superannuation Clearing house as part of the suite of modules.
- **Compliance** – Help safeguard your business from workforce-related risks.
- **Rostering** – Enable managers and HR administrators to create, edit and publish rosters quickly and easily.
- **Award Engine** – Lays out any agreement as a visual tree-like structure, so a payroll officer can quickly understand the structure, precedence of clauses and any specific rules. The Award engine calculates any allowances, penalties, entitlements and the full payrun.
- **Plant & Equipment** - Empower employees to record plant utilisation on timesheets with full integration into Ready Community Financials.
- **Timeclock** – Timeclock app makes clocking on and off simple for employees while ensuring employers can track the true hours worked by its staff.
- **Mobile App** – Encourages greater engagement with employees and catering for flexible working arrangements.
- **Reporting** – Real time workforce insights for improved strategic decisions.



Implementation Methodology and Approach

ReadyTech has decades of experience working within individual councils, in particular remote, rural and regional councils within the state of Queensland. As such we understand the unique requirements of Cherbourg Aboriginal Shire Council and how to ensure that the solution we provide meets the access, efficiency, automation, integration and governance aspirations of Council.

ReadyTech prides itself on its capacity to provide the highest levels and quality of professional services and skills to our customers within the areas of our specialty knowledge and expertise. The ability to be able to deliver a Modern ERP solution within a dynamic workplace with strong appreciation of the subject matter, workforce, people, process and change requirements is a critical success factor to each and every implementation.

With over half (50%) of all Councils in Australia utilising our ERP solutions we can be considered to have significant relevant experience in our implementation approach to mitigate project risks and ensure success.

ReadyTech has adopted a PRINCE2 / AGILE methodology for delivering projects across the spectrum of its products and services. A disciplined, iterative approach is adopted, allowing extensive collaboration. This facilitates a shared understanding, controlling the pace of implementations to ensure success. Consideration is given to the business criticality of each system as part of the Exploration Process, ensuring a shared understanding at the outset of implementation activities. Other key factors include ReadyTech Consultants developing an understanding of site specific processes, data and legacy system features and functionality. This process seamlessly advances change management initiatives allowing time for adaptation, adjustment and building confidence as the project progresses.

ReadyTech's methodology demonstrates a commitment to Agile Principles in adopting a Staged and Phased approach. Projects of scale or spanning multiple sites may comprise several Stages and within each Stage a series of standard Phases apply which are repeated with each Stage (or substage). The Stages are determined as part of the project Exploration Process and document factors including appetite for change, business continuity, critical dates e.g. Financials / Payroll etc. The opportunity for Quick Wins is also considered (being an important factor for end user confidence / acceptance) as should the opportunity arise; quick wins can be significant for transition.



ReadyTech execute against a PRINCE2 project management methodology which provides an easily tailored and scalable method for project management, design, and implementation. To achieve this, ReadyTech recommends the following project phasing:

Phase 1: Project Initiation & Planning

- Project Exploration Workshops with key stakeholders will identify the critical areas of functionality and earliest go live stages.
- ReadyTech will then prepare and present Draft Project Documentation including the Project Brief, Detailed Implementation Project Plan (DIPP) and supporting materials.
- Initial project meetings post Exploration will establish the framework for key project activities, timeframes and governance such as frequency and format of project status report meetings (PSRs) as well as the next steps in the planning process
- Once the Project Brief and Plan has been authorised by the customers Project Sponsor, key dates and resources will be formally scheduled
- Provisioning of the cloud hosting and SaaS environment will be facilitated by ReadyTech's technical team including the relevant database and applications within scope

Phase 2: Pre-Implementation

- During Phase 2, the go live schedule is reviewed, approved and communicated. This included the roles and responsibilities for Customer and ReadyTech staff as well as the proposed dates.
- Assess and confirm findings and decisions made during the Initiation and Exploration phase
- Establish base software application configuration in consultation with customer staff for all key systems which will support both customer requirements and the intended data migration strategy.
- Preparation of a test strategy (UAT) to agree on and ensure the quality of data migration and successful execution of business process
- Supply of data import templates as determined by the data migration strategy and / or any data migration checklists to ensure ReadyTech Consultants understand data sets, key business rules and assumptions as addressed by legacy software systems.



- Review existing system generated stationery requirements, create, review and approve templates as new application outputs.
- 3rd party system Integration - Specification, development and implementation of interfaces to other products if included in the scope
- Undertake required data cleansing activities and close off existing legacy systems in readiness for Phase 3 activities as determined by the DIPP
- Pre-implementation activities completed in partnership with Customer staff and organisation. Activities may include the following: -
 - Online product demonstrations
 - Configuration training
 - Data mapping confirmation
 - Configuration / Data Validation
 - Testing assistance

Phase 3: Implementation & Go Live

This phase includes final legacy system closes, completion of live data import and migration tasks, proving of legacy system to new application take-up balances, implementation training and assistance for all "go live" systems:

- System configuration undertaken by the ReadyTech implementation team.
- Data migration activities are completed.
- Go Live Preparations - Confirm all steps have been completed and ensure site readiness for the Go Live.
- Master file and transactional data for all systems as defined within data migration strategy and definitions are uploaded to the Customer's Practical database finalising data migration activities.
- As part of the go live process ReadyTech Consultants will validate reports from both legacy and new systems for reconciliation purposes. These reports will summarise and verify any inconsistencies and document recommended actions for resolution.
- Implementation training commences per the pre-determined "go live schedule" and will be delivered as agreed.



Phase 4: Project Review

- Transition Management including review and management of outstanding implementation issues to completion prior to a formal handover to the Customer's Account Manager at ReadyTech and ReadyTech's helpdesk team.
- Support during project go live phases is provided by the project team or ReadyTech Consultants. ReadyTech endeavours to maintain the project team continuity.
- Project Closure ensuring all key project milestones have been delivered and authorised. This includes a post implementation review and will be actioned during the formal project closure meeting.

We would be pleased to provide further information about project and implementation approach to ensure that there is strong understanding and alignment between our two organisations prior to project commencement.

Data Migration

The data migration process includes the import of Masterfile records such as employee payroll data, creditors, debtors, Names and Address and Open items / balances. It does not include the migration of historical transactional data. It is the responsibility of Council to provide the above Masterfile data in the format required by the Ready Community Solution. ReadyTech will supply the templates.

Prior to the commencement of the implementation, it is recommended that Council undertake data cleansing of their existing Masterfile data, in their legacy solution, to ensure there are no duplicate records and only bring across Masterfile records which are currently in use by Council.



Commercials – Ready Community Suite

Module	Subscription Fee (per annum)	Implementation & Training Services
Ready Community Financial Suite:	\$45,000	
General Ledger		
Accounts Payable		
Accounts Receivable		
Bank Reconciliation		
Project Accounting		
Receipting		
Plant		
Stores		
Asset Register		
Purchasing		
Reserve Management		
Loan Management		
Bonds & Deposits		
Budgets		
Implementation Services:		\$59,530
<ul style="list-style-type: none">• Configuration of Account / QA Cloud Environment• Module Configuration & Set up• Data Migration• User Acceptance Testing• Train the Trainer• Go Live Assistance		



Ready Community Payroll Suite:

\$26,406

- Time & Attendance
- Plant & Equipment
- Award Engine
- Mobile App
- Employee Hub
- Timeclock
- Payroll
- Superannuation
- Reporting
- Onboarding

Implementation Services:

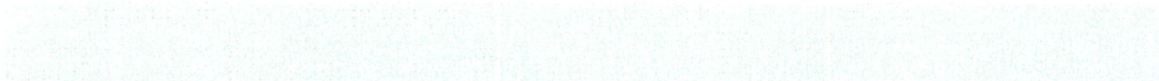
\$63,240

- Award Configuration (EBA's contracts, awards – Up to 3 EBAs, Awards Contracts)
- Configuration and Set up of Modules
- Data Migration
- Parallel Pay run (x 2)
- User Acceptance Training
- Train the Trainer
- Go Live Assistance

Ready Community Payroll - Test Database (one off fee)

\$1,200





Business Intelligence Reporting:		
Starter Packs	\$8,000	
Configuration / Set Up & Training		\$14,880
Project Management		\$27,900
Discovery Workshop – Scope of Works		\$7,440
Total Licence Fee	\$80,606	
Total Services		\$172,990
Total Licence & Services		\$253,596

This proposal is issued under the pre-qualified Local Buy Arrangement 308 terms and conditions.

Please refer below for the Terms and Conditions to the above pricing.

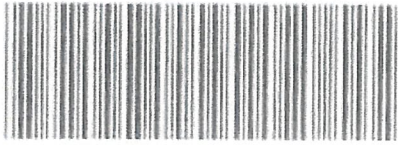
Terms and Conditions

- All prices are exclusive of GST.
- This offer is valid until 30/06/2024.
- The above pricing is subject to change based on the outcome of the Discovery Workshop/s.
- Travel costs including Airfares, Accommodation, Living Expenses and Car hire are excluded and will be invoiced at cost.
- Debt Recovery Module is excluded from this proposal.
- IT Vision Standard Payment terms are as follows:
 - 20% of Services Value on receipt of Purchase Order





- 100% of Software License Fees invoiced on delivery of Software Licenses
 - 80% of services billed monthly as agreed
 - Payment within 30 days of invoicing
 - Access to software is made available immediately post issuance of Software Licenses, subject to availability of customer infrastructure and other 3rd party licenses.
 - Annual License subscription may increase after the first twelve months by the recently recorded annual change in the CPI + 1%.
 - The Chart of Account will be discussed in the Discovery Workshop. A separate quote will be provided should Council require our assistance.
 - Where clear deviations in scope and / or agreed timelines are identified, ReadyTech reserves the right to issue a price variation.
 - Optional HR module include the Employee Compliance module which is licenced at \$5,856 ex GST p/a, with an implementation fee of \$3,720 ex GST and is excluded from the above price schedule.
-



720244234

\$232.00

02/09/2020 13:12

CS 505

Department's website.

1. Lessor	Lodger (Name, address, E-mail & phone number)	Lodger Code
CHERBOURG ABORIGINAL SHIRE COUNCIL	Preston Law P.O. Box 707N 15 Spence Street North Cairns QLD 4870 Email: info@prestonlaw.com.au Ph: 07 4052 0700 Ref: JB:191538	789

2. Lot on Plan Description	Title Reference
Lot 55 on SP 274901	49100975

3. Lessee	Given names	Surname/Company name and number	(include tenancy if more than one)
	BELEN	DAMEGLIO	

4. Interest being leased
Reserve



5. Description of premises being leased
Part of the Ground Floor of the identified as Lease D
building shown in the sketch plan attached to the schedule and located on part of Lot 55 on SP 274901

6. Term of lease	7. Rent/Consideration
Commencement date/event: <u>14 January 2020</u> 1 September 2019 Expiry date: <u>30 August 2022</u> and/or Event: <u>13 January 2023</u> "Options: 1 x 3 years #Insert nil if no option or insert option period (eg 3 years or 2 x 3 years)	See attached Schedule

8. Grant/Execution

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

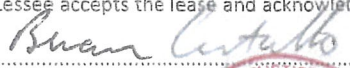

Witnessing officer must be aware of his/her obligations under section 162 of the Land Title Act 1994

	signature	Cherbourg Aboriginal Shire Council
	full name	
	qualification	
Witnessing Officer	Execution Date: <u>21/02/2020</u>	Chief Executive Officer Lessor's Signature

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

9. Acceptance

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

	signature	Belen Dameglio
	full name	
	qualification	
Witnessing Officer	Execution Date: <u>06/01/2020</u>	Lessee's Signature

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

Title Reference 49100975

1. REFERENCE SCHEDULE

Name and Address of Lessor:	Cherbourg Aboriginal Shire Council <u>Postal Address</u> c/- Post Office CHERBOURG QLD 4605 <u>Address for Hand Delivery</u> 22 Barambah Avenue CHERBOURG QLD 4605 <u>Email Address</u> ceo@cherbourg.qld.gov.au
Name and Address of Lessee:	Belan Dameglio <u>Postal Address</u> PO Box 343 MURGON QLD 4605 <u>Address for Hand Delivery</u> Cherbourg Retail Store 20 Barambah Avenue CHERBOURG QLD 4605 <u>Email Address</u> dameglio17@gmail.com
Address of Premises:	Cnr Barambah Avenue and Fisher Street, Cherbourg Qld 4605
Term:	3 years
Option to Renew:	1 x 3 years
Rent - First Year of Term:	\$18,000.00 including GST
Rent Review Date	Annually on each anniversary of the Commencement Date
Rent Review Method	An increase of 4% to the Rent paid in the previous Rent Year
Insurances to be taken out by Lessee:	Public risk insurance - \$20,000,000.00 per claim Lessee's property and fittings at Premises
Permitted Use:	For the purpose of operating a general store and store serving takeaway food, and no other purposes whatsoever.

2. DEFINITIONS AND INTERPRETATION

2.1 Definitions

In this Lease, the following terms have the following meanings unless the context otherwise requires:

Appurtenances means all mechanical ventilation, exhaust fans, stop-cocks, alarm systems, fire prevention and extinguishing equipment, lavatories, grease traps, water apparatus, gas fittings, electrical fittings and apparatus and other services at the Buildings or the Premises, as the context requires.

Title Reference 49100975

Authority means any federal, state or local government authority or body.

Buildings means all improvements from time to time existing on the Land and improvements developed in conjunction with the Land and where appropriate, includes the Land.

Commencement Date means the date of commencement of this Lease as specified in Item 6.

Contaminated Land has the meaning given in the EP Act.

Creditable Acquisition, GST, GST Exclusive Market Value, Input Tax Credit, Supply and Tax Invoice each has the meaning attributed to each of those terms in the GST Law.

Default Rate means the rate of 10% per annum.

EP Act means the *Environmental Protection Act 1994 (Qld)*.

Expiry Date means the date of expiry of this Lease as specified in Item 6.

Force Majeure means delay or inability to perform caused by war, whether declared or not, insurrections, strikes, lockouts or other industrial disturbance, inability to obtain materials, unavailability of equipment, fire, cyclone, flood, storm or other severe action of the elements, accidents, government or statutory restrictions or from other causes whether like or unlike the foregoing which are unavoidable or beyond the reasonable control of either party but shall not include, for the avoidance of doubt, a lack of funds or the unserviceability of plant and equipment (for any reason).

GST Date means the date which this Lease becomes subject to GST under the GST Law.

GST Law means that term as defined in the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*.

Item means the relevant item number of the Form 7 of which this Schedule forms part.

Land means the land described in Item 5.

Law means any statute, regulation or ordinance made by an Authority and includes the applicable common law.

Lease means this Form 7 Lease and Form 20 Schedule and any schedules or annexures.

Lessee means the Lessee named in Item 3, and its successors in title and assigns.

Lessor means the Lessor named in Item 1 and its successors and assigns.

Lessor Assets means the Lessor's Fixtures and any improvements or alterations thereto and any other personal property (as that term is defined in the PPSA) provided by the Lessor to the Lessee under this Lease at any time.

Lessor's Fixtures includes all Appurtenances, equipment, fittings, fixtures and furnishings of whatever nature supplied from time to time at the Premises by the Lessor.

Month or Monthly means respectively calendar month or calendar monthly.

Title Reference 49100975

Option to Renew means an option, exercisable by the Lessee in accordance with this Lease, to renew this Lease for a further term, but only if an Option to Renew is specified in the Reference Schedule.

Outgoings means the total of all amounts paid by the Lessor or for the payment of which the Lessor may be or become liable for in respect of the Land, the Building or the Premises or any part of them, or in respect of the provision of any Services or Appurtenances to any of them during the Term.

Payee means the party receiving the Payment.

Payer means the party making the Payment.

Payment means:

- (a) the amount of monetary consideration (exclusive of GST); or
- (b) the GST Exclusive Market Value of any non-monetary consideration; or
- (c) any amount required to be paid by the Payer to the Payee for a Supply under this Lease.

Permitted Use means the permitted use described in the Reference Schedule.

PPSA means the *Personal Property Securities Act 2009* (Cth) and its regulations as amended and in force from time to time;

Premises means the Land and any of the Lessor's Fixtures.

Reference Schedule means the schedule in clause 1 of this Lease.

Register means the Personal Property Securities Register.

Rent means the annual sum specified in the Reference Schedule and where the context requires, any instalment/s of Rent.

Rent Review means the review of the Rent in each Rent Year in the manner prescribed in the Reference Schedule.

Rent Year means each separate year of the Term, with the first Rent Year commencing on the Commencement Date and each subsequent Rent Year commencing on the anniversary of the Commencement Date in each succeeding year.

Services means all services of any nature from time to time provided to the Premises and/or the Buildings and/or the Land or available for use, and includes any electronic medium, electricity, lighting, gas, fire services, airconditioning and the fittings and equipment utilised for such services.

Supply has the meaning provided for that word in the GST Law.

Term means the term of this Lease, being the period from and including the Commencement Date to and including the Expiry Date, and including the Option to Renew if exercised.

2.2 Interpretation

- (a) Words importing the singular number include the plural and vice versa.

Title Reference 49100975

- (b) Reference to a person includes any corporation and vice versa.
- (c) The respective obligations of each party under this Lease are separate and independent, and continue throughout the Term and any period of renewal and holding over (unless the context provides otherwise).
- (d) If any term of this Lease becomes unenforceable, that term will not affect the validity of the remaining terms of this Lease.
- (e) Reference to a Law includes all Laws amending or replacing a Law.
- (f) "Including" and similar expressions are not words of limitation.
- (g) Reference to an Authority or body that have ceased to exist or been reconstituted, will constitute a reference to the Authority or body established in lieu of the initial Authority or body.
- (h) Where two or more persons are Lessees, the obligations of the Lessee (as the case may be) under this Lease bind them jointly and each of them severally.
- (i) Headings and sub-headings have been included for ease of reference only and have no bearing on the construction of this Lease.

3. GRANT OF LEASE

The Lessor grants and the Lessee accepts a lease of the Premises on the terms and conditions set out in this Lease.

4. RENT AND OTHER CHARGES

4.1 Payment of Rent

Rent is payable in advance in equal monthly instalments on the first day of each month, with the first payment due on the Commencement Date.

4.2 Rent Reviews

- (a) Rent Reviews occur yearly and in the manner set out in the Reference Schedule.
- (b) Pending determination of the Rent for any Rent Year, Rent is paid at the rate payable at the end of the previous Rent Year.
- (c) If the Lessor does not undertake a Rent Review for a Rent Year, then the Lessor may at any time throughout the Term or after the Expiry Date recover from the Lessee the difference between the Rent that was paid by the Lessee and the Rent that ought to have been paid had the Rent Review occurred.

4.3 Payment of other charges

- (a) The Lessee must pay by the due date all Outgoings and utilities in respect of the Premises.
- (b) The Lessee is responsible for establishing accounts in its own name wherever possible.
- (c) Where accounts are not separately established in the Lessee's name and are received by the Lessor for an area larger than the Premises, the Lessee shall be required to reimburse the Lessor

52

Title Reference 49100975

for a proportion of those costs which the Lessor considers to be reasonable, within fourteen (14) days of receipt of a tax invoice from the Lessor.

4.4 Costs of Lease

The Lessee must pay upon demand the following expenses:

- (a) survey fees and registration fees associated with the registration of this Lease;
- (b) the Lessor's solicitors' costs (on a solicitor and own client basis) of and incidental to the preparation, execution and registration of this Lease and any new lease, variation to or extension of lease;
- (c) the Lessor's solicitors' costs (on a solicitor and own client basis), administrative and other costs of and incidental to any dealing arising out of this Lease (for example, any assignment).

4.5 Costs of notices, re-entry and consents

The Lessee must, upon demand by the Lessor, pay all costs (on a solicitor and own client basis) and expenses incurred by the Lessor in relation to:

- (a) any notice lawfully given to the Lessee pursuant to this Lease and any actions taken to enforce the performance of the Lessee's obligations under this Lease;
- (b) the lawful determination or attempted determination of this Lease, or the lawful re-entry or attempted re-entry by the Lessor into the Premises;
- (c) the surrender of this Lease (including any duty and registration fees);
- (d) the consideration of any consents by the Lessor; and
- (e) the Lessor, without fault, being made a party to litigation commenced by or against the Lessee (other than litigation between the parties), and arising directly or indirectly from the Lessee's occupation of the Premises.

4.6 Goods and Services Tax

- (a) Subject to sub-clause (b), any Payment required to be made under this Lease after the GST Date will be increased by any GST payable by the Payee for that Supply. The Payee will deliver a Tax Invoice for the Payment to the Payer at or before the Payment becoming due.
- (b) Where a Payment is a repayment of, or contribution to, a Creditable Acquisition made by the Payee, the Payment will (prior to the increase provided for under sub-clause (a)) be discounted by the amount of the Input Tax Credit to which Payee is entitled for that Creditable Acquisition under the GST Law.

5. OCCUPATION OF PREMISES

5.1 Use and conduct

- (a) The Lessee must not use the Premises for any use other than the Permitted Use.

Title Reference 49100975

- (b) The Lessor does not warrant that the Premises are, or will remain, suitable for the Lessee's use and any warranties as to the suitability of the Premises implied by Law are negated.
- (c) The Lessee must:
- i) conduct the Permitted Use at the Premises in an orderly manner;
 - ii) keep the Premises open for the business hours that are typical for a Premises from which a business of the nature of the Permitted Use is conducted;
 - iii) comply with all Laws, and obtain and maintain all licences and approvals required at Law to carry on the Lessee's business from the Premises;
 - iv) promptly notify the Lessor in writing of any damage sustained to the Premises or defective operation of the Appurtenances;
 - v) lock all exterior doors and windows in the Buildings when the Premises are not in use;
 - vi) keep the Premises free of rodents, vermin and any infectious diseases.
- (d) The Lessee must not:
- i) without the Lessor's prior written consent, mark or damage the Premises, or erect any partitions, fittings or signs to the Premises;
 - ii) use any form of light, power or heat (other than an apparatus for heating beverages, auxiliary power during any power failure or, electricity or gas supplied through meters);
 - iii) overload or interfere with the Services or Appurtenances, or use the Appurtenances for any purpose other than those for which they were constructed;
 - iv) carry on or permit to be carried on any offensive or illegal act, or any act which may void or invalidate any insurances effected by the Lessor in respect of the Buildings and Lessor's Fixtures or any other part of the Premises;
 - v) bring upon the Premises any explosive, flammable or corrosive fluid except that normally used by the Lessee in its business, and only if such fluids are safely confined in containers.
- (e) Subject to the Lessor's rights under this Lease, the Lessee may occupy the Premises during the Term without interruption by the Lessor.

5.2 Obligations under EP Act

- (a) The Lessor does not warrant that the Land is not Contaminated Land. The Lessee acknowledges and agrees that it has made the necessary inspections and enquiries to satisfy itself whether or not the Land is Contaminated Land.
- (b) The Lessee must not permit its employees, agents or others (with or without invitation) who may be at or around the Premises to cause the Land to become Contaminated Land. If it does become Contaminated Land, the Lessee must immediately take such remediation measures as reasonably required by the Lessor and the chief executive under the EP Act. If the Lessee fails to take such measures, the Lessor may take such remediation measures as the agent of the Lessee and at the expense of the Lessee, which will constitute a liquidated debt immediately due and owing by the

Title Reference 49100975

Lessee to the Lessor and payable on demand made by the Lessor. The Lessee must continue to pay Rent and all other amounts payable by the Lessee to the Lessor under this Lease until the remediation measures are completed.

- (c) The Lessee must indemnify and keep indemnified the Lessor against any claim, damage, liability of expense which the Lessor may be, or becomes, liable (during or after the Term) because the Lessee fails to comply with sub-clause (b).

6. PERSONAL PROPERTY SECURITIES

6.1 Notwithstanding anything to the contrary express or implied in this Lease, the parties agree that the Lessor retains full title to the Lessor Assets and title will not at any time pass to the Lessee notwithstanding:

- (a) the delivery or collection of the Lessor Assets to/by the Lessee (as the case may be); and/or
- (b) the possession and use of the Lessor Assets by the Lessee.

6.2 The Lessee acknowledges that the Lessee has the right to possess the Lessor Assets as a mere bailee only and will deal with the Lessor Assets in such a manner which enables it to be clearly identified as Lessor Assets belonging to the Lessor and does not have any right to pledge the Lessor's credit in connection with the Lessor Assets and agrees not to do so.

6.3 The Lessee acknowledges and agrees that:

- (a) it will not agree, attempt, offer or purport to sell, assign, sub-let, lend, pledge, mortgage, let, hire or otherwise part or attempt to part with personal possession of or otherwise deal with the Lessor Assets without the express written consent of the Lessor;
- (b) it will, if requested by the Lessor, return the Lessor Assets to the Lessor following non-fulfilment of any obligation of the Lessee (including payment of moneys) without limiting any other right the Lessor may have;
- (c) it will deliver up the Lessor Assets at the end of the Term and give the Lessor or its agents or authorised representatives the right to enter any premises occupied by the Lessee and any premises where the Lessor believes any Lessor Assets may be stored (without liability for trespass or any resulting damage) and to use the name of the Lessee and to act on its behalf, if necessary, to recover possession of the Lessor Assets and agrees to indemnify the Lessor and its agents and/or authorised representatives from any damage, injury and/or loss arising from such recovery or attempted recovery of the Lessor Assets from the Lessee's possession or control;
- (d) it holds the proceeds, book debts and accounts receivable arising from selling or hiring of the Lessor Assets on trust for and as agent for the Lessor immediately when they are receivable or are received; and
- (e) the Lessor may recover as a debt due and immediately payable by the Lessee all amounts owing by the Lessee to the Lessor in any respect even though title to the Lessor Assets has not passed to the Lessee.

6.4 The Lessee acknowledges and agrees that notwithstanding any other provision of this Lease:

- (a) the PPSA applies to any provision of the Lessor Assets by the Lessor to the Lessee;

Title Reference 49100975

- (b) the Lessor Assets are commercial property;
- (c) by agreeing to and/or accepting or adopting this Lease the Lessee grants a purchase money security interest to the Lessor in the Lessor Assets to secure the Lessor's interest in the Lessor Assets and all moneys owing or payable by the Lessee under this Lease and any other moneys payable by the Lessee to the Lessor from time to time on any account whatsoever;
- (d) if a purchase money security interest is not able to be claimed on the Lessor Assets by the Lessor for any reason, the Lessor will have a security interest in the Lessor Assets;
- (e) the Lessee agrees that the Lessor's security interest in the Lessor Assets covered by this Lease may be registered on the Register and the Lessee agrees to do all things necessary and required by the Lessor to effect registration of the Lessor's security interest on the Register in order to give the Lessor's security interest the best priority possible and anything else the Lessor requests the Lessee to do in connection with the PPSA without delay;
- (f) the Lessee warrants that all information provided by the Lessee to the Lessor, including but not limited to the Lessee's details, including the entity, name, ACN or ABN and address set out in this Lease is correct in all respects and must not change its name, address or other details set out in this Lease without providing the Lessor with at least 20 business days prior written notice;
- (g) the Lessee unconditionally and irrevocably appoints the Lessor as its attorney to do any of the acts and matters set out in this clause headed 'Personal Property Securities' in the event that the Lessee fails, delays or declines to execute such documents or do such acts;
- (h) the Lessee agrees that it will not grant a security interest or other encumbrance in the Lessor Assets whether under the PPSA or any other law to a third party unless it has obtained the prior written consent of the Lessor, which the Lessor may refuse to provide or grant in its absolute and unfettered discretion. The Lessor may request and the Lessee must provide any information that the Lessor requires, acting reasonably, in order to fully consider whether to grant its consent;
- (i) the Lessor's security interest in the Lessor Assets extends to any proceeds, in all present and after acquired property including without limitation book debts and accounts receivable arising from the Lessee dealing with the Lessor Assets;
- (j) it has received value as at the date of first delivery of the Lessor Assets and has not agreed to postpone the time for attachment of the security interest granted to Lessor under this Lease;
- (k) the Lessor Assets are located in Australia at the date of the provision of the Lessor Assets and the Lessee warrants that the Lessor Assets will remain located in Australia for the Term of the Lease;
- (l) neither the Lessor or the Lessee will disclose any information to any interested person unless required to do so under the PPSA;
- (m) the Lessee waives its right under the PPSA:
 - i) to receive a copy of any verification statement, financing change statement, or any notice that the Lessor intends to sell the Lessor Assets or to retain the Lessor Assets on enforcement of the security interest granted to the Lessor under this Lease or any other notice under the PPSA unless the notice is required to be given by the PPSA and cannot be contracted out of;

Title Reference 49100975

- ii) to object to a proposal by the Lessor to dispose of or purchase or retain the Lessor Assets in satisfaction of any obligation owed by the Lessee to Lessor;
- iii) to receive a statement of account following the sale of the Lessor Assets; and
- iv) to redeem the Lessor Assets;
- (n) the Lessee will not give (or allow any person to give) to the Lessor a written demand requiring the Lessor to register a financing change statement under the PPSA or enter into (or allow any other person to enter into) the Register a financing change statement under the PPSA; and
- (o) a default by the Lessee under any other security agreement of and under which a security interest has granted to any other party in respect of the Lessor Assets and/or any default under such security agreement which results in an exercise of rights under the PPSA is deemed to be a breach of this Lease.

6.5 The parties agree that the Lessor is not required to respond to a request made under Section 275 of the PPSA and that neither party will disclose information of the kind set out in Section 275(1) of the PPSA.

6.6 Further Supplies

The parties acknowledge and agree that any provision of any additional Lessor Assets made by the Lessor to the Lessee during the Term which is not specifically set out in this Lease is deemed to form part of this Lease and is subject to the terms of this Lease.

6.7 Enforcement

- (a) The enforcement provisions contained in this Lease are in addition to any rights available to the Lessor under the PPSA and apply to the maximum extent permitted by law.
- (b) Without limitation to clause 6.7(a) and any other provision of this Lease section 125, 129(2), 142 and 143 of the PPSA are contracted out of.

6.8 Interpretation

A term used in this clause is taken to have the meaning defined under the PPSA.

7. MAINTENANCE AND REPAIR OF PREMISES

7.1 Obligation to clean, repair and maintain

- (a) The Lessee must:
 - i) keep the Premises (including the external surfaces) clean and tidy;
 - ii) maintain the exterior parts of the Premises in good order and condition (including but not limited to weeding the gardens and mowing the lawns); and
 - iii) not allow any accumulation of useless property or rubbish at the Premises.
- (b) Subject to subclause (d), the Lessee must maintain the Premises and all Services in good condition as at the Commencement Date, except for:

Title Reference 49100975

- i) fair wear and tear, subject to the express obligations of the Lessee in this clause 7.1, and then only if the Lessee has taken all reasonable measures to ensure that any damage attributed to fair wear and tear will not contribute to any further damage to the Premises;
 - ii) damage caused by an event of Force Majeure;
 - iii) damage by a structural defect at the Premises, provided that damage is not caused or contributed to by the Lessee.
- (c) Without limiting the generality of sub-clause (b), the Lessee must:
- i) maintain the doors, locks, windows and fittings of the Premises in good condition and efficient working order as at the Commencement Date;
 - ii) replace any broken light bulbs, tubes or glass at the Premises;
 - iii) keep and maintain any signs at the Premises in good repair and of good appearance;
 - iv) maintain the Appurtenances in good condition and efficient working order and comply with any reasonable direction of the Lessor in relation to the maintenance of the Appurtenances; and
 - v) where an airconditioning system has been installed at the Premises, enter into and keep current service and repair contracts for the airconditioning system for the regular (and no less than quarterly) service and repair of the air conditioning system. The Lessee must provide the Lessor with evidence of its compliance with this clause upon request.
- (d) The Lessor must:
- i) maintain the structural integrity of the Buildings and Premises and shall promptly repair all damage to the Premises whether internal or external caused by vandalism or unlawful behaviour by third parties provided the damage is not caused or contributed to by the Lessee;
 - ii) keep all electrical fittings and plumbing servicing the premises in good repair;
 - iii) if a grease trap is required by law, fit a grease trap to the premises at the Lessor's expense.

7.2 No alterations without consent

- (a) The Lessee must not make any alterations or improvements ("Works") to the Premises or Services without the Lessor's prior written consent, which (should it be forthcoming) will include the following conditions:
- i) The Lessee must provide detailed plans of the Works to the Lessor who may, at the Lessee's cost, refer the plans to the Lessor's architect for its approval;
 - ii) The Lessee must obtain all relevant Authority approvals to the Works before commencing the works. If required by the Lessor, the Lessee must construct the Works under the supervision of the Lessor's architect (with the cost of the supervision to be borne by the Lessee);

Title Reference 49100975

- iii) The Works must be carried out in a proper and workmanlike manner, and at the cost of the Lessee, by contractors who have a current public liability insurance policy for at least \$20,000,000.00 and have previously been approved by the Lessor; and
 - iv) The Lessee must indemnify and keep indemnified the Lessor against all claims, expenses and losses incurred by the Lessor relating to the construction of the Works.
- (b) For avoidance of doubt, any Works installed by the Lessee shall, unless otherwise directed by the Lessor, remain part of the Premises upon termination of this Lease and the Lessor shall not be liable to pay any amount to the Lessee in compensation for the Works.

8. RESERVATIONS

8.1 Right of entry

The Lessor reserves the right to:

- (a) at all reasonable times enter and view the Premises. If the Lessor considers it necessary, the Lessor may leave a notice at the Premises requiring the Lessee, within a stated period, to carry out a repair or take the required action for the Lessee to comply with the terms of this Lease;
- (b) at all times effect any works to the Premises considered necessary by the Lessor for the safety or preservation of the Premises or to comply with any Laws. The Lessor will (except in an emergency, the existence of which shall be determined by the Lessor acting reasonably) carry out the works in a manner which minimises, so far as practicable, interruption to the Lessee's business; and
- (c) at all reasonable times of the day enter the Premises with prospective lessees of the Premises during the period of three calendar months immediately preceding the Expiry Date.

8.2 Third party interests

- (a) The Lessee must during the Term permit any person having any interest in the Premises superior to or concurrent with the Lessor to exercise the Lessor's and that person's lawful rights.
- (b) The Lessor reserves the right to grant, and the Lessee's rights under this Lease are subject to, any easements or arrangements the Lessor makes regarding the Land for the purposes of providing access to the Land or the provision of any services to the Land, provided that such easements do not substantially interfere with the Lessee's rights under this Lease.

9. INSURANCES AND INDEMNITIES

9.1 Insurances

- (a) The Lessee must take out and maintain in the Lessee's name with the Lessor's interest noted, a standard public liability insurance policy with an insurance company approved by the Lessor, for at least the amount specified in the Reference Schedule. If required by the Lessor, the Lessee must extend this policy to cover risks of an insurable nature regarding any indemnities that the Lessee has provided to the Lessor under this Lease.
- (b) The Lessee must take out and maintain an insurance policy to the replacement value of the Lessee's property and fittings at the Premises.

Title Reference 49100975

- (c) If requested by the Lessor, the Lessee must produce to the Lessor evidence of any insurance policies (including renewals) effected by the Lessee under this clause 9.1.
- (d) The Lessee must not do anything which could:
 - i) prejudice any insurance of the Premises or property in the Premises;
 - ii) increase the premium for that insurance without the Lessor's consent.
- (e) If the Lessee does anything that increases the premium of any insurance the Lessor has in connection with the Premises, the Lessee must pay the amount of that increase to the Lessor on demand.

9.2 Release and Indemnities

- (a) The Lessee occupies and uses the Premises at its own risk. The Lessee releases the Lessor from and agrees that the Lessor is not liable in any circumstances to the Lessee in connection with any damage, loss, injury or death to any person and anything that the Lessor is permitted to do under this Lease, interruption to the Services or Appurtenances or any loss of profits by the Lessee except to the extent caused by the Lessor's wilful or negligent act (other than an act permitted under this Lease) or omission (in breach of an obligation under this Lease).
- (b) The Lessee must indemnify and keep indemnified the Lessor (during and after the Term) against all actions, losses and expenses incurred by the Lessor:
 - i) for any loss, damage, death or injury caused by, or incidental to, the Lessee's use of the Premises or by the escape of any water, fire, gas, electricity or other such agent from the Premises, except to the extent caused by the Lessor's wilful or negligent act (other than an act permitted under this Lease) or omission (in breach of an obligation under this Lease);
 - ii) which are caused by, or incidental to, the Lessee's failure to comply with this Lease.
- (c) Notwithstanding anything in this Lease to the contrary, the Lessor will not be in default of this Lease for a remediable breach, unless the Lessee has given written notice to the Lessor of the breach, and the Lessor has failed to remedy the breach within a reasonable period of time.

10. SUBLETTING AND OTHER DEALINGS

10.1 Subletting and encumbering

The Lessee must not:

- (a) sublet the Premises;
- (b) subject to clause 10.2, part with possession of the Premises or any part of them; or
- (c) mortgage or otherwise encumber the Lessee's interest in this Lease.

10.2 Assignment

The Lessee may not assign this Lease without first obtaining the consent of the Lessor. The Lessor will not unreasonably withhold its consent to the assignment if:

Title Reference 49100975

- (a) at least one month prior to the proposed assignment, the Lessee gives the Lessor written notice of the proposed dealing;
- (b) the Lessee satisfies the Lessor that the proposed assignee ("new tenant"):
 - i) is respectable and financially sound with experience in and a good reputation for conducting the business permitted under this Lease;
 - ii) is capable of performing the Lessee's obligations under this Lease.
- (c) the proposed new tenant signs a document in a form required by the Lessor relating to the assignment;
- (d) the Lessee procures the new tenant to provide any security reasonably required by the Lessor;
- (e) the Lessee is not in default or any default has been waived in writing by the Lessor;
- (f) the Lessee and the proposed new tenant have complied with all of the Lessor's requirements; and
- (g) the Lessee pays the Lessor's legal costs and expenses (on a solicitor and own client basis) and administration fees in relation to the deed relating to the assignment and for considering the Lessee's request to assign the Lease.

10.3 Change in control of Lessee

If there is a proposed change in the shareholding of the Lessee or its holding company so that a different person or group of persons from that existing at the date on which the Lessee acquired its interest in this Lease will control the composition of the board of directors or more than 50% of the shares giving a right to vote at general meetings, then clause 10.2 applies (other than clause 10.2(c)) and that proposed change in control is treated as a proposed transfer of this Lease and the person or group of persons acquiring control is treated as the proposed new tenant.

11. DEFAULT OF LESSEE

11.1 Lessor may rectify

- (a) If the Lessee fails to perform any of its obligations under this Lease, the Lessor may, in its absolute discretion (as the agent of the Lessee) do all such things and incur such expenses as are necessary to perform these obligations.
- (b) All of the Lessee's costs associated with or incidental to taking a step under subclause (a) of this clause shall be recoverable from the Lessee as a liquidated debt and shall be payable on demand.

11.2 Overdue payments

- (a) If the Lessee fails to pay any money payable on demand within 14 days of the Lessor's demand, or fails to pay any other money due under this Lease within 7 days of their due date, the Lessee must pay to the Lessor interest accruing daily at the Default Rate:
 - i) on the money owing from the payment due date until the money is paid; and
 - ii) upon any judgment the Lessor obtains against the Lessee from the date of the judgment until the debt is satisfied.

Title Reference 49100975

- (b) Interest is capitalised on the last day of each month and payable on the first day of the next month. The interest is recoverable in the same manner as the Rent in arrears.
- (c) If an amount of Rent, or any other money due under this Lease, remains unpaid by the Lessee as a result of consecutive breaches of the same term of this Lease, interest at the Default Rate accrues on that amount from the date when the breach first occurred.
- (d) Without prejudice to any other remedy, the Lessor may sue the Lessee for any money owing by the Lessee under this Lease. Neither the institution of legal proceedings nor the entering of judgment by a court will bar the Lessor from bringing any subsequent suits against the Lessee for any other money owing by the Lessee to the Lessor under this Lease.

11.3 Definition of default

The Lessee will be in default of this Lease, if:

- (a) any part of the Rent is in arrears for 7 days, whether demanded or not;
- (b) any money (other than the Rent) payable by the Lessee under this Lease on demand is not paid within 14 days of the Lessor making such a demand, or if any other money payable by the Lessee under this Lease is not paid by the payment due date;
- (c) the Lessee fails to comply with a term of this Lease;
- (d) the Lessee (except for the purpose of reconstruction) becomes bankrupt, insolvent, under administration, in liquidation or receivership, or otherwise without full capacity; or
- (e) the Lessee's interest under this Lease is taken in execution under any legal process.

11.4 Rights upon default

- (a) If the Lessee defaults under this Lease, the Lessor may (without prejudice to any other rights):
 - i) subject to any prior notice required by Law, re-enter and take possession of the Premises and eject the Lessee and any persons in possession of the Premises (which may be by force, if necessary), from which time this Lease will be terminated;
 - ii) terminate this Lease by giving written notice to the Lessee; or
 - iii) by giving written notice to the Lessee, elect to convert the unexpired residue of the Term to a monthly tenancy. The Lease will be terminated and the Lessee will hold the Premises from the Lessor pursuant to clause 12.6 (Holding over).
- (b) Upon re-entry to the Premises, the Lessor may remove any fittings, additions, signage, chattels or other property at the Premises and store them at the cost of the Lessee (those costs are payable by the Lessee to the Lessor on demand) without being guilty of conversion or liable for any loss or damage to these items. If the Lessee fails to claim the items within 14 days of removal, those items are deemed abandoned by the Lessee and will the Lessor may elect to either:
 - i) retain the property, from which time such items shall become the property of the Lessor without the Lessor being in any way liable to pay compensation for the retention of the property; or

Title Reference 49100975

- ii) remove any fittings, additions, signage, chattels or other property not removed from the Premises and dispose of them, with any costs associated with such removal and disposal recoverable from the Lessee as a liquidated debt, payable on demand.

12. END OF LEASE

- 12.1 The Lessee must at the end of the Lease peacefully yield up the Premises in the condition required by clause 7.1 (Obligation to clean, repair and maintain) and clause 12.2, and return to the Lessor all keys and security devices relating to the Premises.
- 12.2 The Lessee must during the last 14 days of the Term remove the fittings, additions, signage and other branding it has erected or affixed to the Premises during the Term or purchased with the consent of the Lessor from a previous lessee, and the Lessee must make good any damage caused in the removal.
- 12.3 At the end of the Lease, the Lessor may elect to either:
- (a) deem any fittings, additions, signage, chattels or other property not removed from the Premises as abandoned and such items shall become the property of the Lessor; or
 - (b) remove any fittings, additions, signage, chattels or other property not removed from the Premises and dispose of them, with any costs associated with such removal and disposal recoverable from the Lessee as a liquidated debt, payable on demand.
- 12.4 The Lessee must, immediately prior to vacating the Premises, paint the interior parts of the Premises which have been previously painted with two coats of first quality paint in a workmanlike manner and in the colour as directed in writing by the Lessor.
- 12.5 The ending of this Lease does not affect any of the Lessor's rights against the Lessee on account of any antecedent breach by the Lessee of a term of this Lease.
- 12.6 Holding over
- (a) If the Lessee remains in occupation of the Premises after the expiration of the Term with the consent of the Lessor, the Lessee becomes a monthly tenant. The Lessee continues to pay the same amount of Rent, the Service Fee and other money under this Lease in accordance with this Lease.
 - (b) The monthly tenancy created under sub-clause (a) will continue on the same terms of this Lease (so far as the terms can be applied to a monthly tenancy) until either party gives the other party one month's written notice terminating the tenancy. However, if the Lessee is in default, the Lessor may give 72 hours written notice to the Lessee terminating the tenancy.

13. DAMAGE AND DESTRUCTION

13.1 Rent abatement and suspension of covenant to repair

If the Premises are totally or partially destroyed or damaged so that they cannot be used or are inaccessible (having regard to the nature and location of the Premises and the normal means of access), then subject to clause 13.2:

- (a) the Lessee's liability to pay the Rent and Outgoings to the Lessor is reduced in proportion to the reduction in useability caused by the damage or destruction (as determined by the Lessor acting reasonably); and

Title Reference 49100975

- (b) the covenants to repair in this Lease so far as they relate to any such destruction or damage will be suspended,

for the period that the Premises cannot be used or are inaccessible until they have been restored and again put in a proper condition fit for use by the Lessee for the purpose of its business.

Nothing in this clause will require the Lessor to restore the Premises according to their former specifications so long as the layout and dimension of the Premises and the Services to the Premises are not substantially different from the layout and dimensions of the Premises and the Services prior to such damage or destruction and the materials used by the Lessor are not of inferior quality or aesthetic appearance to the material formerly used.

13.2 Abatement and/or termination not to apply

If:

- (a) the damage or destruction has been caused by the negligent act or omission of the Lessee or the Lessee's employees and agents or any sublessee, licensee, or other occupier claiming by, through, or under the Lessee; or
- (b) the rights of the Lessor under an insurance policy in connection with the Premises or the Building is prejudiced or a policy is validly cancelled or a claim is refused by the insurer because of the negligence or default of the Lessee or of the Lessee's employees and agents or any sublessee, licensee, or other occupier claiming by, through, or under the Lessee,

then the Lessee is not entitled to any reduction in the Rent and Outgoings and the Lessee is not entitled to terminate the Lease.

13.3 Notice to Lessee

The Lessor must, within a period of 3 months after the damage or destruction occurs, give the Lessee:

- (a) a notice that the Lessor considers that the damage or destruction is such that repairing is impracticable or undesirable, in which case either the Lessor or the Lessee (provided in the case of the Lessee that clause 13.2 does not apply) may terminate this Lease by giving not less than 14 days' notice to the other and no compensation is payable for that termination.
- (b) a notice of its intention to reinstate the Premises and make the Premises fit for use or accessible to the Lessee then the Lessor must proceed with reasonable expedition to carry out the necessary works.

13.4 Lessee may terminate

- (a) If the Lessor does not give either of the notices referred to in clause 13.3 within a period of 3 months after the damage occurs then provided that clause 13.2 does not apply the Lessee may terminate this Lease by giving 1 months' notice to the Lessor.
- (b) If the Lessor serves a notice under clause 13.3(b) and the Lessor does not carry out the necessary works within a reasonable time, then the Lessee may serve a notice requiring the Lessor to carry out the necessary works.

Title Reference 49100975

- (c) If the Lessor does not comply with the Lessee's notice under clause 13.4(b) within a reasonable time, then subject to clause 13.2, the Lessee may terminate this Lease by giving 1 months' notice to the Lessor.

13.5 Lessor's rights not affected

Clauses 13.1 to 13.4 do not affect any rights the Lessor may have against the Lessee if:

- (a) the damage is caused or contributed to by; or
- (b) rights under an insurance policy in connection with the Premises or the Building are prejudiced or a policy is validly cancelled or a claim is refused by the insurer because of,

the act, negligence or default of the Lessee or of the Lessee's employees and agents or any other rights the Lessor may have in connection with the events specified in this clause 13.5.

13.6 Continuation of business

The Lessee must during any period of reconstruction or repair of the Premises continue the operation of the Lessee's business in the Premises so far as it may be reasonably practicable for the Lessee to do so having regard to the nature of the Lessee's business and the nature and extent of the damage sustained.

13.7 No obligation to restore

This clause does not oblige the Lessor to restore or reinstate the Building or the Premises.

14. OPTION TO RENEW

14.1 This clause applies if an Option to Renew is specified in the Reference Schedule.

14.2 If the Lessee punctually and properly performs its obligations under this Lease, the Lessee has the option, exercisable no earlier than six (6) months prior to the Expiry Date and no later than three (3) months prior Expiry Date, to renew this Lease for the option period specified in the Reference Schedule, commencing on the day after the Expiry Date and continuing on the same terms as this Lease, except that:

- (a) Rent will be reviewed in accordance with the Rent Review Method specified in the Reference Schedule; and
- (b) this clause has no further effect unless the Reference Schedule refers to more than one option period, in which case the number of remaining option periods shall be reduced by one upon each occasion on which the Lessee exercises an option to renew.

15. GENERAL PROVISIONS

15.1 Power of attorney

The Lessee irrevocably appoints the Lessor to be the true and lawful attorney of the Lessee to do the following acts on the Lessee's behalf:

- (a) If the Lessor has lawfully terminated this Lease (proof of which will be the declaration of the Lessor), the Lessor may execute and do all things necessary to register a surrender of this Lease; and

Title Reference 49100975

- (b) Substitute the Lessor as the attorney with a purchaser of the Premises for the reversion of this Lease.

15.2 Native Title

The parties acknowledge and agree that the Lessor makes no representations in relation to Native Title. In the event a determination is made which recognises Native Title over the Premises, either party may terminate this Lease upon providing no less than 3 months' written notice to the other party.

15.3 Consent

Subject to anything in this Lease to the contrary, any consent which the Lessor is requested to provide under this Lease may, at the absolute discretion of the Lessor, be granted, refused, granted subject to conditions or withdrawn at any time.

15.4 Waiver

- (a) A waiver by either party of a term of this Lease will only be effective if it is made in writing by that party. The waiver will not extend to, and act as, a waiver of a term generally.
- (b) If the Lessee is in breach of this Lease, the acceptance by the Lessor of money from the Lessee does not act as a waiver of the Lessor's rights regarding that breach.
- (c) A delay by the Lessor to exercise its rights under this Lease does not act as a waiver of those rights.

15.5 Severance

If a provision of this Lease is void or unenforceable it must be severed from this Lease and the provisions that are not void or unenforceable are unaffected by the severance.

15.6 Service of notices

- (a) A notice required to be given by one party to another under this Lease is effectively served, if it is in writing and:
- i) served personally or in the case of the Lessee, left at the Premises, upon which the notice will be deemed to have been served immediately;
 - ii) sent by email to the other party's email address, upon which the notice will be deemed to be served at the time the email was transmitted by the sender, provided the sender does not immediately indicate a malfunction in the transmission;
 - iii) forwarded by post addressed to the party at the address specified in the Reference Schedule notice will be deemed to be given on the next week day (other than a public holiday) after which it was posted.
- (b) A party must as soon as possible advise the other party of its new facsimile and address details, if these change from that listed in the Reference Schedule.

15.7 Time of the essence

Time is of the essence in respect of the parties' obligations under this Lease.

Title Reference 49100975

15.8 Effect of legislation

Unless mandatory by Law, any Law (present or future) will not apply to this Lease if it has the effect of prejudicially affecting any of the Lessor's rights under this Lease or is inconsistent with the terms of this Lease.

15.9 Entire agreement

- (a) The provisions of this Lease, and any consents given under it, contain the entire agreement as concluded between the parties and no oral or collateral agreements are of any effect.
- (b) No representation by the Lessor regarding the Premises will form an implied or other term of this Lease. The Lessee acknowledges that it has not been induced into this Lease by any representation, made by the Lessor or its agents, that is not included in this Lease.

15.10 Mortgagee's consent

If the consent of any person or body (including a mortgagee) to this Lease or to the extension of this Lease is required, the Lessee must immediately upon request by the Lessor execute any documents necessary to facilitate the granting of this consent.

15.11 Lessee's costs

The Lessee must perform all of its obligations under this Lease at its own cost, unless otherwise specified in this Lease.

15.12 Electronic communication

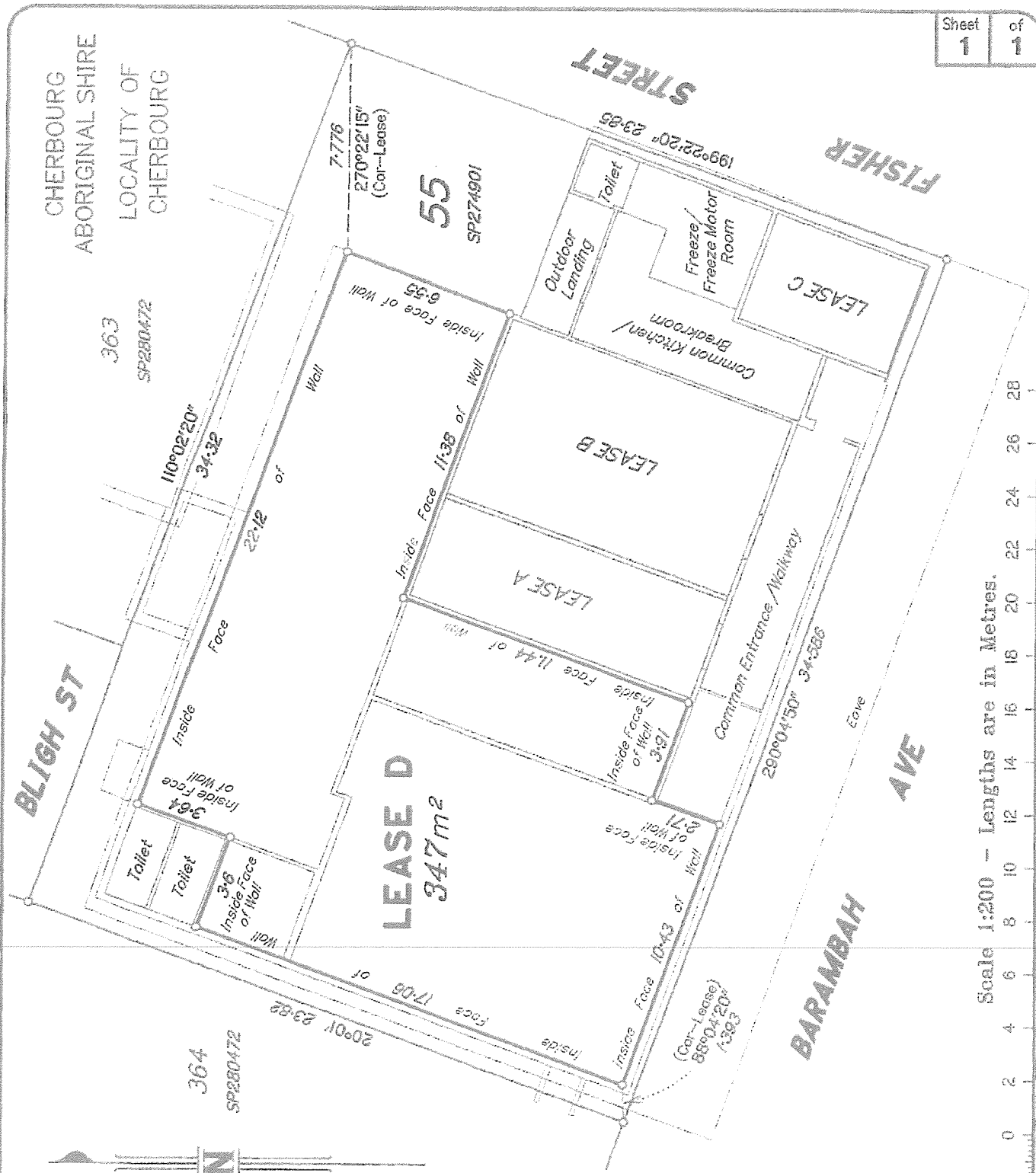
The Lessee confirms it consents to receiving this Lease and any notices or communications pursuant to this Lease by electronic communication.

SCHEDULE

Title Reference 49100975

SCHEDULE

SKETCH PLAN



Scale 1:200 - Lengths are in Metres.

LF 8517-L03.dwg

SOUTH BURNETT SURVEYS PTY. LTD.
 ABN 26 010 822 189
 certify that the details shown on this sketch are correct.

[Signature]
 Director

LEASE SURVEY
*of Lease D being part of the
 Ground Floor of a Building
 situated on
 Lot 55 on SP274901*

THE AREA OF THE LEASE SHOWN IS THE AREA REFERRED TO IN THE LEASE DOCUMENTS AND HAS BEEN CALCULATED IN ACCORDANCE WITH THE PROPERTY COUNCIL OF AUSTRALIA METHOD OF MEASUREMENT - G.L.A.R.

ONE SURVEYORS
 Brisbane & Sunshine Coast ~ Ph. 5422 0200
 South Burnett & Western Downs ~ Ph. 4162 2647
 admin@oneurveyors.com.au

TITLE	SCALE
49100975	1:200
REFERENCE	
8517-L03 D	

Title Reference [49100975]

Statement about alteration or minor correction to Land Registry Form

Form being altered or corrected: Form 7 Lease


Name of authorised person or solicitor: Onika Maria Veach

Name of authorised person's firm or employer (legal practice, commercial lender or settlement agency): Power & Cartwright

Item/s being altered or corrected: item 6 Term of Lease

Details of alteration or minor correction: Deletion of "1 September 2019" and insertion of "14 January 2020" as the Commencement date/event and the deletion of "30 August 2022 and/or Event:" and insertion of "13 January 2023" as the Expiry Date.

Party represented (where signed by solicitor): Lessee


.....
Authorised person's or Solicitor's Signature

10

Title Reference

Statement about alteration or minor correction to Land Registry Form

Form being altered or corrected: Form 7

Name of authorised person or solicitor:
Julian Bodenmann

Name of authorised person's firm or employer (legal practice, commercial lender or settlement agency):
Preston Law

Item/s being altered or corrected:
Item 5

Details of alteration or minor correction:
Insertion of "Ground floor of the" and "identified as Lease D"

Party represented (where signed by solicitor):

Authorised person's or Solicitor's Signature

JULIAN BODENMANN

Solicitor

Dealing Number



OFFICE USE ONLY

Privacy Statement

Collection of information from this form is authorised by legislation and is used to maintain the publicly searchable records. For more information see the Department's website.

Print one-sided only

Mortgagee's Australian Credit Licence

1. Type/Dealing No of Instrument/Document being amended	Lodger (Name, address, E-mail & phone number)	Lodger Code
Type of Instrument/Document Lease	Preston Law	789
Dealing Number 720244234	P.O. Box 707N North Cairns QLD 4870 Email: info@prestonlaw.com.au Ph: 07 4052 0700 Ref: MLD:223030	

2. Lot on Plan Description	Title Reference
Lot 55 on SP 274901	49100975

3. Lessor
CHERBOURG ABORIGINAL SHIRE COUNCIL

4. Lessee
BELEN DAMEGLIO

5. Amendment of Lease Details (Both parts (a) AND (b) must be completed. Do not complete if amending covenants only.)
 (a) Expiry date (DD/MM/YYYY): 13 January 2026 AND/OR Event (if applicable):
 (b) Option/s*: Nil
 # Insert NIL if no option or insert option period (e.g. 2 years or 2 x 3 years)

6. Request/Execution
 The parties identified in items 3 and 4 agree that the instrument/document in item 1 is amended in accordance with: - *item 5; *item 5 and attached schedule; *attached schedule.
 *rule through or delete if not applicable

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

CHERBOURG ABORIGINAL SHIRE COUNCIL

.....signature
full name
qualification
 Witnessing Officer

07/08/2023
 Execution Date

.....
 Chief Executive Officer
 Lessor's Signature

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

.....signature
full name
qualification
 Witnessing Officer

/ /
 Execution Date

.....
 Belen Dameglio
 Lessee's Signature

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

72

Title Reference 49100975

This is the schedule referred to in Item 6 of the Form 13 Amendment dated _____ of _____ 2023.

INTRODUCTION

- A. The Lessor leases the Premises to the Lessee upon the terms and conditions contained in the Lease.
- B. The Lessor and the Lessee have agreed to vary the Lease on the terms and conditions contained in this Amendment of Lease.

IT IS AGREED

1. Definitions

1.1. In this document

- (1) **Amendment of Lease** means the Form 13 Amendment and this schedule;
- (2) **Effective Date** means 14 January 2023;
- (3) **Land** means the land described in Item 2 of the Form 13 Amendment;
- (4) **Lease** means the lease referred to in Item 1 of the Form 13 Amendment;
- (5) **Lessee** means the lessee named in Item 4 of the Form 13 Amendment and **Tenant** has the corresponding meaning; and
- (6) **Lessor** means the lessor named in Item 3 of the Form 13 Amendment and **Landlord** has the corresponding meaning;
- (7) **Premises** has the meaning given to that term in the Lease;
- (8) words and expressions defined in the Lease, not defined in this Amendment of Lease, shall have the same meaning in this Amendment of Lease; and
- (9) rules of interpretation set out in the Lease, shall have the same application in this Amendment of Lease.

2. Variations of Lease

2.1 On and from the Effective Date, the Lessor and the Lessee agree the Lease is varied as follows:

- (1) the Expiry Date stated in Item 6 of the Form 7 of the Lease is amended to read "13 January 2026";
- (2) the Options stated in Item 6 of the Form 7 of the Lease is amended to read "Nil";
- (3) the Term stated in the Reference Schedule is amended to read "6 years";
- (4) the Option to Renew in the Reference Schedule is amended to read "Not applicable"; and
- (5) clause 14 Option to Renew of the Lease is deleted.

2.2 The Rent for the year commencing 14 January 2023 is \$20,247.55 plus GST, in accordance with the Rent Review Method specified in the Reference Schedule of the Lease.

2.3 Any provision of the Lease inconsistent with the covenants, conditions and terms of this Amendment of Lease will not apply to the extent of their inconsistency.

2.4 The parties affirm the terms of the Lease except as they have been varied by this Amendment of Lease. The other terms and conditions of the Lease remain unchanged and continue to have full force and effect.

Commercial Tenancy Agreement

25 Henry Street, Nanango. Qld

Lessor: F X Alexander and M J Alexander as Trustees

Tenant: Kingaroy CRP

Premises: Land and Buildings at 25 Henry Street, Nanango extending through to Alexander Lane, but not including approximately 180 square meters of building space along the northern boundary fronting Henry Street which will be utilised by Michael Alexander.

Term: Three months notice to be given by either party.

Rent: \$3,050 per month (including Rates and Electricity). To be reviewed after twelve months.

Permitted Use: Collection and processing of containers for recycling.


Special Conditions:

1. Any additional charges which may be incurred for council services are to be reimbursed by the tenant.
2. The tenant is to hold insurance to ensure adequate cover for any event which may occur in relation to this agreement.
3. Rent to be paid one month (\$3,050) in advance by direct credit to the bank account nominated by the lessor.
4. The lessor to be responsible for the maintenance of the buildings and grounds.
5. The tenant to be responsible for cleaning and janitorial supplies.

Signed by: _____ as Lessor on / /2024

Signed by:  as Tenant on 11/04/2024

Cherbourg Aboriginal Shire Council


Chatur Zala
Chief Executive Officer