

Level 3, Centenary House, 19 National Circuit, Barton

1 Grant of Lease

The Landlord leases the Premises to the Tenant for the Term subject to any prior encumbrances noted on the title to the Land or in the Details.

2 Rent

2.1 Instalments of Rent

The Tenant agrees to pay the Rent by equal monthly instalments in advance on each Rent Day.

2.2 Broken periods

If an instalment is for a period of less than one month, then that instalment is that proportion of one twelfth of the Rent which the number of days in the period bears to the number of days in the month in which that period begins.

3 Consumer Price Index adjustment

Not applicable.

4 Market review of Rent

Not applicable.

5 Fixed increases in Rent

The Rent increases by 4% on each Fixed Increase Date to the amount set out against that date in item 13.

6 Outgoings and other payments

6.1 Application of Outgoings provisions

Clauses 6.2 ("Tenant's Contribution to Outgoings") to 6.10 ("Variation of Lettable Area") do not apply if "not applicable" appears in item 14.

6.2 Tenant's Contribution to Outgoings

The Tenant agrees to pay the Tenant's Contribution for each Outgoings Year.

6.3 Landlord's estimate

The Landlord agrees to give the Tenant a notice for each Outgoings Year stating the Landlord's estimates of the Outgoings, the Tenant's Contribution for that Outgoings Year and reasonable details of how the estimates are arrived at.

6.4 Instalments of Outgoings

The Tenant agrees to pay instalments in advance on each Rent Day on account of the Tenant's Contribution. Each instalment is the Landlord's estimate of the Tenant's Contribution for the Outgoings Year divided by the number of Rent Days in that Outgoings Year.

6.5 Instalments for first Outgoings Year

The Tenant need not pay instalments for the first Outgoings Year until the Landlord gives it a notice stating its estimates of the Outgoings and of the Tenant's Contribution for that Outgoings Year. The Landlord may vary an estimate by notice to the Tenant.

6.6 Instalments for subsequent Outgoings Years

In each Outgoings Year after the first, until the Landlord gives the Tenant a notice of the Landlord's estimates for that Outgoings Year, the Tenant agrees to pay on each Rent Day, on account of the Tenant's Contribution, an instalment equal to that payable on the previous Rent Day. The Landlord may vary an estimate by notice to the Tenant.

6.7 Notice of actual Outgoings

As soon as possible after the end of an Outgoings Year the Landlord agrees to give the Tenant a notice giving reasonable details of the actual Outgoings.

6.8 Adjustments of Outgoings

On the next Rent Day after the Landlord gives the Tenant a notice of either estimated or actual Outgoings, the Tenant agrees to pay the Landlord (or the Landlord agrees to credit the Tenant with) the difference between what the Tenant has paid on account of the Tenant's Contribution for the Outgoings Year to which the notice applies and what the notice says is payable.

6.9 Multi-purpose Buildings

If the Building or the Land has sections which are used for purposes in addition to commercial office premises, the Landlord (acting reasonably) may:

- (a) decide which portion of the Outgoings is referable to the section to which the Premises belong and this amount is to be the amount represented by "A" in the definition of Tenant's Contribution; and
- (b) if the Landlord has made the decision in clause 6.9(a) in connection with premises in sections of the Building or the Land to which the Premises do not belong, vary the percentage in item 14 to ensure that the Tenant is responsible for the appropriate portion of the Outgoings referable to the section to which the premises belong and this percentage is to be the percentage "TP" in the definition of Tenant's Contribution.

6.10 Variation of Lettable Area

From and including the date that the Landlord is satisfied that the Lettable Area of the Landlord's Premises or the Premises or both is varied, the percentage in item 14 becomes the proportion (expressed as a percentage) obtained by dividing the Lettable Area of the Premises by the Lettable Area of the Landlord's Premises on that date. The Landlord agrees to give the Tenant a notice that the percentage in item 14 is varied and from what date.

6.11 Services outside hours

If, at the Tenant's request, the Landlord makes Services available to the Land, the Building or the Premises during the hours set out in item 18, then the Tenant agrees to pay the Landlord's reasonable Costs of making the Services available within seven days after the Landlord asks the Tenant for them.

6.12 Separately metered services

The Tenant agrees to pay all charges for Services which are separately metered to the Premises on or before their due date for payment.

6.13 Shared Scheme levies

If the Premises are part of a Shared Scheme the Tenant agrees to pay on demand all levies and charges for the lot or lots which comprise the Premises (or a proportion of those levies and charges based on the Lettable Area of the Premises as a proportion of the Lettable Area of the lot or lots if the Premises comprise more or less than the whole of a lot).

6.14 Water consumption

The Tenant agrees to pay the Landlord, on demand, the amount of any water consumption charge levied for the Building during the Term which the Landlord reasonably determines to be Tenant's Percentage of the amount levied for the Building.

7 Payments

7.1 Manner of payment

The Tenant agrees to make payments under this lease to the Landlord (or to a person nominated by the Landlord in a notice to the Tenant) by the method the Landlord reasonably requires without set-off, including equitable set-off, or counterclaim and without deduction.

7.2 Adjustment of 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 agrees to pay the Landlord (or the Landlord agrees to credit the Tenant with) the difference between what the Tenant has paid and what the Tenant should have paid within seven days after either party gives the other a notice about the mistake.

7.3 No demand necessary

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

7.4 Payment when no next Rent Day

If the Tenant has agreed to pay an amount on the next Rent Day and there is no next Rent Day, then the Tenant agrees to pay that amount within seven days after the Landlord demands it.

7.5 Obligations not affected

Expiry or termination of this lease does not affect the Tenant's obligations to make payments under this lease for periods before then.

7.6 Interest on overdue amounts

If the Tenant does not pay any amount under this lease on the due date for payment, the Tenant agrees to pay interest on that amount at a rate 2% per annum above the Bank Bill Rate. Interest accrues daily from (and including) the due date to (but excluding) the date of actual payment and is calculated on actual days elapsed and a year of 365 days.

The Tenant agrees to pay interest under this clause on demand from the Landlord.

7.7 Compounding

Interest payable under clause 7.6 ("Interest on overdue amounts") which is not paid when due for payment may be added to the overdue amount by the Landlord at intervals which the Landlord determines from time to time or, if no determination is made, every 30 days. Interest is payable on the increased overdue amount at a rate 2% per annum above the Bank Bill Rate in the manner set out in clause 7.6 ("Interest on overdue amounts").

8 Insurances

8.1 Public liability and other risks

The Tenant agrees to maintain:

(a) public liability insurance for at least the amount in item 16 (as varied by notice from the Landlord to the Tenant); and

M (b) ~~plate glass insurance;~~ and

R (c) other insurances which are required by law or which, in the Landlord's reasonable opinion, a prudent tenant would take out including those in connection with Tenant's works on the Premises.

8.1A Public Liability

The policy under clause 8.1(a) must indemnify the Landlord against actions, suits, claims and demands of any kind arising from the use by the Tenant its employees and visitors of the Building (including, for the purposes hereof, the lifts and escalators therein) and except for the negligence or wilful misconduct of the Landlord, its agents, servants, contractors or employees.

8.1B Plate Glass

The Tenant shall self insure for the full insurable value thereof, all plate glass and other glass windows, doors and showcases on, in, about or permitting natural light to enter the Premises (**Plate Glass**).

Without limiting any other provision of this lease, if any damage to Plate Glass, (except for damage caused by the negligence or wilful misconduct of the Landlord, its agents, servants, contractors or employees) is not repaired within 7 days by the Tenant, the Landlord may repair the damage. The Tenant must pay to the Landlord within 7 days the Landlord's cost to repair the Plate Glass.

8.2 The policy

Each policy under clause 8.1 (“Public liability and other risks”) must:

- (a) be in the name of the Tenant with the Landlord, the registered proprietor of the Land from time to time and any mortgagee of the Land as additional insured; and
- (b) include a cross liability and waiver of subrogation clause; and
- (c) be with an insurer approved by the Landlord acting reasonably.

8.3 Evidence

The Tenant agrees to produce evidence satisfactory to the Landlord of current insurance cover (including a certified copy of each policy) whenever the Landlord asks.

8.4 Obligations relating to cover

The Tenant may not do anything that could:

- (a) cause the insurance cover to be reduced or cancelled (and the Tenant agrees to notify the Landlord if it is or could be); or
- (b) permit an insurer to decline a claim (and the Tenant agrees to notify the Landlord if anything happens which would permit an insurer to do this); or
- (c) increase an insurance premium payable in connection with the Premises, the Building or property in them; or
- (d) affect any rights under an insurance.

8.5 Notifications relating to claims

The Tenant agrees to notify the Landlord if:

- (a) an insurance policy required under clause 8.1 (“Public liability and other risks”) is cancelled; or
- (b) an event occurs which gives rise or may give rise to an insurance claim; or
- (c) an insurance claim is refused either in part or in full.

8.6 Use of claim proceeds

The Tenant agrees to pay proceeds of an insurance claim (even under a policy in the Tenant’s name only in breach of clause 8.1 (“Public liability and other risks”)) which the insurer does not require to be used for replacement or reinstatement into a separate joint account in the names of the Tenant, the Landlord and, if required by the Landlord, any other person. The money

must be used to settle claims in connection with the event insured against or to replace or reinstate the insured item and then any surplus shared between the account holders having regard to the effect on them of that event or their respective interests in that item.

9 Indemnities and releases

9.2 Indemnity

The Tenant indemnifies the Landlord against any liability or loss arising from, and Costs incurred (whether before or after termination of this lease) in connection with:

- (a) damage, loss, injury or death to the extent it is 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 which the Landlord considers the Tenant has not done properly; and
- (c) any person exercising, or attempting to exercise, a right or remedy in connection with this lease after the Tenant defaults under this lease; and
- (d) if this lease is terminated under clause 19 ("Default"), the Tenant's breach of this lease and the termination of this lease, including the Landlord's loss of the benefit of the Tenant performing its obligations under this lease from the date of that termination until the Expiry Date.

The Tenant agrees to pay amounts due under this indemnity on demand from the Landlord.

9.3 Release

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

- (a) damage, loss, injury or death except to the extent it is caused or contributed to by the Landlord's act, negligence or default; and
- (b) anything the Landlord is permitted or required to do under this lease; and
- (c) if the Landlord has complied with clause 15.2 ("Obligations"):
 - (i) a Service being interrupted, not being available or not working properly; and
 - (ii) the Head Lessor's plant and equipment not working properly; and

- (iii) the Common Areas not being clean; and
- (iv) the Building not complying with any law or the requirements of authorities.

10 Use and business hours

10.1 Permitted Use

The Tenant agrees to use the Premises only for the Permitted Use.

10.2 Premises to be kept open

Unless prohibited by law, the Tenant agrees to keep the Premises open during normal business hours. The Tenant may use the Premises outside normal business hours if it complies with this lease including clause 6.11 ("Services outside hours").

11 Tenant's additional obligations

11.1 General obligations

The Tenant agrees to:

- (a) subject to clause 13.5 ("Structural work"), comply on time with all laws 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) including in connection with contamination; and
- (b) inform the Landlord of damage to the Building or the Premises or of a faulty Service immediately the Tenant becomes aware of it; and
- (c) observe the maximum load weights throughout the Building; and
- (d) when asked by the Landlord, promptly do everything necessary for the Tenant to do to enable the Landlord to exercise its rights under this lease; and
- (e) if this lease is an underlease, comply with the terms of any headlease so far as they affect the Premises; and
- (f) comply with all Rules of which it has notice. The Tenant acknowledges that it has notice of the Rules in annexure 1.

11.2 Prohibited acts

The Tenant may not:

- (a) alter the Landlord's Property or remove it from the Premises; or
- (b) store or use inflammable, volatile or explosive substances or any Contaminants on the Premises unless they are required for the

Permitted Use and the Tenant has informed the Landlord which substances these are; or

- (c) do anything in or around the Building which in the Landlord's reasonable opinion may be annoying, dangerous or offensive; or
- (d) do anything which interferes with or overloads the Building's facilities or Services or use them for anything other than their intended purpose; or
- (e) do anything to contaminate, pollute or increase toxicity in the Building or the Premises or the Environment; or
- (f) copy any keys, access cards or similar devices for the Building or the Premises given to it by the Landlord; or
- (g) if this lease is a sublease, do anything which may cause the Landlord to be in breach of any headlease.

11.3 Indirect acts

If the Tenant may not do something in connection with this lease, then it may not do anything which may result in it happening.

11.4 Tenant's Employee's and Agents to comply

The Tenant agrees to ensure that the Tenant's Employees and Agents comply, if appropriate, with the Tenant's obligations under this lease.

12 Cleaning the Premises

12.1 Tenant to keep Premises tidy

The Tenant agrees to keep the Premises tidy and free of vermin and comply with the Landlord's reasonable directions about refuse removal and recycling.

12.2 Landlord to provide cleaning service

The Landlord agrees to provide a cleaning service (including supplying toilet requisites, washroom services and sanitation services for any toilets and washrooms in the Premises) and arrange for refuse to be removed from the Premises regularly in consideration for the Tenant agreeing to pay the Cleaning Charge.

12.3 Tenant to give access to Landlord's cleaners

The Tenant agrees to give the Landlord's cleaners access to clean the Premises at reasonable times and may not use any cleaning service other than that provided by the Landlord.

12.4 Cleaning Charge

The Tenant must pay the Cleaning Charge to the Landlord on each Rent Day.

12.5 Increases in Cleaning Charge

If the Landlord's costs of complying with clause 12.2 increases, then the Landlord may give a notice to the Tenant informing it of the increased Cleaning Charge which is payable. The Tenant must pay the increased Cleaning Charge from that Rent Day.

12.6 Adjustments

If the Rent Day from which the increased Cleaning Charge applies is before the date the Tenant receives the Landlord's notice under clause 12.5, then on the next Rent Day after it receives the notice the Tenant must pay the Landlord the difference between what the Tenant has paid on account of the Cleaning Charge from and including the Rent Day from which the increased Cleaning Charge applies to but excluding the next Rent Day after the Tenant receives the notice of what the Tenant should have paid.

12.7 Other cleaning expenses

The Tenant must pay the Landlord on demand for any reasonable cost, other than those referred to in clause 12.2, incurred by the Landlord in cleaning the Premises during the Term.

13 Repair, redecoration and Tenant's works

13.1 Repair of items

The Tenant acknowledges that the Premises were in good repair at the Commencement Date.

13.2 Repair, replace and redecorate

The Tenant agrees to:

- (a) subject to clause 13.5 ("Structural work"), keep the Premises and the Tenant's Property in good repair excluding fair wear and tear; and
- (b) promptly replace worn or damaged items in or attached to the Premises (including plate glass, the Tenant's Property and those floor coverings and furnishings which are part of the Landlord's Property) with items of similar quality; and
- (c) redecorate the Premises and the Tenant's Property in accordance with item 19.

13.3 Landlord's approval

The Tenant may not carry out works to the Premises without the Landlord's approval.

If the Landlord gives approval, it may impose conditions. These conditions may include specifying:

- (a) which parts of the Premises may not be reinstated and which parts must be; and
- (b) which items of Tenant's Property installed as part of the works may not be removed

when the Tenant vacates the Premises.

13.4 Tenant's works

The Tenant agrees to ensure that any works it does, including works under clause 13.2 ("Repair, replace and redecorate"), are done:

- (a) by contractors approved by the Landlord (who may not unreasonably withhold its approval); and
- (b) in a proper and workmanlike manner; and
- (c) in accordance with any plans, specifications and schedule of finishes required and approved by the Landlord (who may not unreasonably withhold its approval); and
- (d) in accordance with all laws and the requirements of authorities; and
- (e) without disturbing other occupiers of or visitors to the Building or the Land; and
- (f) in accordance with the Landlord's reasonable requirements and directions.

13.5 Structural work

The Tenant is not obliged to carry out structural work unless it is required because of the use or occupation of the Premises or the act, negligence or default of the Tenant or of the Tenant's Employees and Agents and then only with the consent and at the direction of the Landlord.

14 Transfer and other dealings

14.1 Prohibited dealings

The Tenant may only:

- (a) transfer or assign the whole of this lease in accordance with clause 14.2 ("Transfer conditions"); or
- (b) sublet the whole of the Premises in accordance with clause 14.3 ("Sublease conditions"),

but may not otherwise transfer, assign, sublet, license, part with possession or deal (except under clause 14.5 ("Securities")) with this lease or the Premises.

14.2 Transfer conditions

The Tenant may only transfer or assign this lease if, before it transfers or assigns:

- (a) it satisfies the Landlord that the proposed new tenant is respectable and financially capable of complying with the Tenant's obligations under this lease including by providing financial statements; and
- (b) the Tenant and the proposed new tenant sign a contract relating to the transfer or assignment containing provisions required by the Landlord including provisions under which:
 - (i) the Tenant releases the Landlord from its obligations under this lease arising before the transfer or assignment; and
 - (ii) the proposed new tenant agrees to comply with this lease as if it were the Tenant (including obligations which arose before the transfer or assignment); and
- (c) any guarantee, guarantee and indemnity or other security reasonably required by the Landlord is provided; and
- (d) any default by the Tenant has been remedied by the Tenant or waived by the Landlord; and
- (e) the Tenant and the proposed new tenant comply with all the Landlord's reasonable requirements including payment of the Landlord's reasonable Costs; and
- (f) the Landlord has obtained any consents it has agreed to obtain.

14.3 Sublease conditions

The Tenant may only sublet the whole of the Premises if, before it sublets:

- (a) it satisfies the Landlord that the proposed subtenant is respectable and financially sound with experience in and a good reputation for conducting the Permitted Use; and
- (b) the Tenant and the proposed subtenant sign a contract relating to the proposed sublease containing provisions required by the Landlord including a provision under which the proposed subtenant agrees not to cause the Tenant to be in breach of this lease; and
- (c) any default by the Tenant has been remedied by the Tenant or waived by the Landlord; and
- (d) the Tenant and the proposed subtenant comply with all the Landlord's reasonable requirements including in relation to the provisions of the proposed sublease and payment of the Landlord's reasonable Costs; and
- (e) the Landlord has obtained any consents it has agreed to obtain.

14.4 Change in Control of Tenant

If:

- (a) the Tenant is a company which is not listed on the Australian Stock Exchange; and
- (b) there is a proposed change in Control of the Tenant or its holding company,

then that proposed change in Control is treated as a proposed transfer of this lease, the person or group of persons acquiring Control is treated as the proposed new tenant and clause 14.2 ("Transfer conditions") (except for clause 14.2(b)) applies.

14.5 Securities

The Tenant may not create or allow to come into existence:

- (a) a security over the Tenant's interest in this lease (other than a charge over the whole of the Tenant's assets and undertaking); or
- (b) a lease or security (other than a charge over the whole of the Tenant's assets and undertaking) affecting the Tenant's Property

except with the Landlord's approval (which may not be unreasonably withheld if the Landlord's standard form of consent, or such other form of consent reasonably satisfactory to the Landlord, is executed).

15 Landlord's additional obligations and rights

15.1 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.

15.2 Obligations

The Landlord agrees to take reasonable action to pursue its rights under the Head Lease in respect to:

- (a) the Services;
- (b) the Head Lessor's plant and equipment in the Building; and
- (c) the cleaning of the Common Areas.

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 Head Lessor's plant and equipment breaks down or the Common Areas are not clean.

15.3 Consents

If the Landlord has agreed to obtain a person's consent in connection with this lease, then the Landlord agrees to do everything reasonably necessary to obtain that consent.

15.4 Rights

The Landlord may:

- (a) do anything to comply with any law or the requirements of authorities; and
- (b) carry out any works on the Land or in the Building or the Premises (including alterations and redevelopment), or limit access to or close the Common Areas, if the Landlord takes reasonable steps (except in emergencies) to minimise interference with the Tenant's Business; and
- (c) use, maintain, repair, alter and add to Services to or in the Premises, if the Landlord takes reasonable steps (except in emergencies) to minimise interference with the Tenant's Business; and
- (d) exclude or remove any person from the Land or the Building; and
- (e) restrict access to loading docks, if the Landlord takes reasonable steps (except in emergencies) to minimise interference with the Tenant's Business; and
- (f) permit functions, displays, and other activities on the Land or in the Building; and
- (g) install and use a public address system throughout the Common Areas; and
- (h) change the direction or flow of pedestrian or vehicular traffic into, out of or through the Building; and
- (i) charge or vary car parking fees; and
- (j) change the name, logo or signage of the Building; and
- (k) lease, licence or grant other rights of occupation in connection with the Building to any person.

15.5 To enter

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.

If the Landlord decides there is an emergency, the Landlord may enter at any time without notice.

15.6 Prospective tenants or purchasers

After giving reasonable notice, the Landlord may:

- (a) enter the Premises to show prospective purchasers or tenants through the Premises; and
- (b) display for a reasonable time on the Building a sign indicating that the Building is or the Premises are available for purchase or lease.

15.7 Access to Building

If the Landlord decides there is an emergency, the Landlord may stop the Tenant from entering the Building at any time.

15.8 Enforcing rights

The Tenant acknowledges that the Landlord may enforce its rights against the Tenant whether or not the Landlord enforces its rights against other tenants or occupiers of the Building.

15.9 To deal with the Land

The Landlord may:

- (a) subdivide the Land, including under a Shared Scheme law, or grant easements or other rights over it or the Premises unless this would have a substantial adverse effect on the Tenant's Business; and
- (b) require the Tenant to do everything reasonably necessary (and to procure that any person claiming through the Tenant does everything reasonably necessary), including signing and producing documents and giving consents, to enable the Landlord to exercise these rights; and
- (c) require the Tenant and any guarantor to vary or replace this lease (and to procure that any person claiming through the Tenant consents to the variation or replacement) if, in the Landlord's reasonable opinion, that variation or replacement is necessary because of the subdivision and does not adversely affect the Tenant's rights under this lease.

15.10 Shared Scheme

If the Premises are part of a Shared Scheme:

- (a) the Tenant agrees to give the Landlord copies of any notices issued by the Governing Body promptly after the Tenant receives them; and
- (b) the Tenant agrees to comply with the rules and by-laws of the Shared Scheme; and
- (c) if certain obligations of the Landlord under this lease may only be performed by the Governing Body:

- (i) the Landlord agrees to use reasonable endeavours to cause the Governing Body to comply with those obligations; and
- (ii) despite the other provisions of this lease, the Landlord is not otherwise obliged to perform those obligations; and
- (d) the Land and the Common Areas include the common property of the Shared Scheme; and
- (e) the Tenant agrees to consent (and agrees to procure that any person claiming through the Tenant consents) to any alteration to the plan relating to the Shared Scheme, or any rules and by-laws of the Shared Scheme, if those alterations do not adversely affect the Tenant's rights under this lease.

15.11 Change of Landlord

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

- (a) the Landlord is released from any obligation under this lease arising after it ceases to be landlord; and
- (b) if asked by the Landlord, the Tenant agrees to sign a contract under which:
 - (i) the Tenant agrees with the other person to comply with this lease as if the other person was the Landlord; and
 - (ii) the other person assumes the Landlord's obligations under this lease arising after the Landlord ceases to be landlord; and
- (c) if clause 22 ("Bank Guarantee") applies, the Tenant agrees to give the Landlord a replacement Bank Guarantee in favour of the other person within 14 days after the Landlord notifies the Tenant of the requirement for the replacement Bank Guarantee. The Landlord agrees to give the Tenant the Bank Guarantee which is replaced at the same time as the replacement Bank Guarantee is given to the Landlord.

15.12 Landlord may rectify

After giving the Tenant reasonable notice, the Landlord may do anything which the Tenant should have done under this lease but which it has not done or which the Landlord considers it has not done properly.

15.13 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.

15.14 Common Areas

Subject to this lease and the Rules, the Tenant and the Tenant's Employees and Agents may use the Common Areas for the purposes for which they are intended.

15.15 Rules

The Landlord may vary Rules or make Rules which are consistent with this lease in connection with the operation, use and occupation of the Building. The Landlord agrees to give the Tenant a notice about Rules the Landlord makes or changes.

16 Expiry or termination

16.1 Tenant to vacate

The Tenant agrees to vacate the Premises on the earlier of the Expiry Date and the date this lease is terminated and, subject to clause 16.2 ("No removal of certain items"), leave them in a condition satisfactory to the Landlord acting reasonably.

16.2 No removal of certain items

The Tenant may not remove 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.

16.3 Removal of Tenant's Property

Subject to clauses 16.2 ("No removal of certain items") and 16.4 ("If lease is terminated"), the Tenant agrees to remove the Tenant's Property and the Landlord's Residual Fitout from the Premises during the seven days immediately before the day the Premises must be vacated.

16.4 If lease is terminated

If the Landlord terminates this lease under clause 19 ("Default"), the Tenant may notify the Landlord within seven days after termination that the Tenant wants to remove the Tenant's Property which it may or must remove from the Premises.

16.5 How Tenant's Property is to be removed

Within seven days after the Tenant gives its notice, the Landlord agrees to give the Tenant a notice, stating when and how the Tenant's Property is to be removed from the Premises and by whom. The Tenant agrees to comply with that notice.

16.6 Landlord may treat Tenant's Property as abandoned

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) notify the Landlord on time; or
- (b) remove the Tenant's Property in accordance with this clause 16 or a notice given under it.

16.7 Tenant's Property at Tenant's risk

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

16.8 Tenant to make good damage

The Tenant agrees to make good any damage caused by the Tenant's Property or the Landlord's Residual Fitout being removed from the Premises within 24 hours after the damage occurs.

16.9 Tenant to give Landlord keys

On the day the Tenant must vacate the Premises, the Tenant agrees to 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.

16.10 Liquidated damages

If the Tenant does not comply with its obligations under this clause 16, the Tenant agrees to pay the Landlord liquidated damages at a daily rate equal to the sum of the Rent and the Tenant's Contribution payable from the day the Tenant must vacate the Premises. Liquidated damages are payable from the day the Tenant must vacate the Premises to and including the day the Tenant complies with its obligations under this clause 16.

16.11 Storage of Landlord's Residual Fitout

If the Tenant removes any items of Landlord's Residual Fitout from the Premises under clause 16.3:

- (a) the Tenant must deliver the Landlord's Residual Fitout to the address nominated by the Landlord by written notice; or
- (b) if the Landlord does not provide a notice under this clause 16.11, the Tenant must store the Landlord's Residual Fitout at the cost of the Landlord.

17 Holding over

17.1 Monthly tenancy

If:

- (a) the Head Lease is extended under clause 36 of the Head Lease; and
- (b) Tenant continues to occupy the Premises after the Expiry Date with the Landlord's approval,

it does so under a monthly tenancy:

- (c) which either party may terminate on one month less a day's notice ending on any day; and
- (d) at a rent determined by the Landlord.

17.2 Terms of monthly tenancy

Subject to clause 17.1 ("Monthly tenancy"), 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 (but any bond or bank guarantee required under this lease may not be reduced); or
- (b) the Landlord requires as a condition of giving its approval to the holding over.

18 Damage to Building or Premises

18.1 Damage or destruction

If the Whole, or any part of the Premises are destroyed or damaged by fire, flood, lightning, storm, tempest or other disabling cause or for any other reason become unusable due to any cause or for any other reasonable become unstable or its servants, agents or invitees or a breach of a covenant of this lease by the Tenant so as to render the Premises during the Term substantially unfit for the use and occupation by the Tenant, or so as to deprive the Tenant of substantial use of the same, or as to render the rebuilding or reconstruction of the Premises in its previous form impracticable or undesirable then:

- (a) this lease may be terminated without compensation by either the Landlord or the Tenant by notice in writing to the other provided always that in the latter case the Landlord shall have failed to notify the Tenant within 12 weeks of the event of damage or destruction or other reason rendering the Premises unusable (or where the Tenant remains in occupation of the Premises within 12 weeks of the Tenant notifying the Landlord of the event of damage or destruction or of other reason rendering the Premises unusable) of its intention to reinstate the Premises;
- (b) any such termination as aforesaid shall be without prejudice to the rights of either party in respect of any antecedent breach, matter or thing;

- (c) nothing contained or implied in this lease shall be deemed to impose any obligation upon the Landlord to rebuild or reinstate or make fit for use and occupation the Premises after such a disabling cause;
- (d) upon the happening of any such damage or destruction as aforesaid the rent hereby reserved or a proportionate part thereof according to the nature and extent of the damage sustained shall abate until the Premises shall have been rebuilt or reinstated or made fit for use and occupation or until this Lease shall be terminated pursuant to the provisions of paragraph (a) of this clause 18.1 as the case may be; and
- (e) in the event of any dispute arising out of this clause as to whether the Premises are substantially unfit for the use and occupation of the Tenant the same shall be referred to arbitration under the provisions of the laws for the time being in force in the Australian Capital Territory.

18.2 Damage caused by Tenant

Notwithstanding clause 18.1, the Tenant shall have such right of termination and rent shall not abate if the destruction or damage was caused or substantially contributed to by the Tenant or its servants or agents.

19 Default

19.1 Essential terms

Each obligation of the Tenant to pay money, or to provide a security (such as a bank guarantee or bond), and its obligations under clauses 8 ("Insurances"), 10 ("Use and business hours"), 13 ("Repair redecoration and Tenant's works"), 14 ("Transfer and other dealings"), 22 ("Bank Guarantee") and 23 ("Bond") are essential terms of this lease. Other obligations under this lease may also be essential terms.

19.2 Landlord's right to terminate

The Landlord may terminate this lease by giving the Tenant notice or by re-entry if the Tenant:

- (a) does not comply with an essential term of this lease; or
- (b) does not comply with an obligation under this lease (which is not an essential term) and, in the Landlord's reasonable opinion:
 - (i) the non-compliance can be remedied, but the Tenant does not remedy it within a reasonable time after the Landlord gives the Tenant notice to remedy it; or
 - (ii) the non-compliance cannot be remedied or compensated for; or
 - (iii) the non-compliance cannot be remedied but the Landlord can be compensated and the Tenant does not pay the Landlord

compensation for the breach within a reasonable time after the Landlord gives the Tenant notice to pay it; or

- (c) becomes Insolvent.

19.3 Acceptance of rent or other acts not a waiver

If the Landlord:

- (a) accepts rent or other money under this lease (before or after termination); or
- (b) does not exercise or delays exercising any right under this clause 19; or
- (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.

19.4 Prior breaches

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

19.5 Landlord to mitigate its loss

If this lease is terminated under this clause 19 the Landlord agrees to take reasonable steps to mitigate its loss.

19.6 If the Head Lease is terminated

Notwithstanding any other provision of this lease, if the Head Lease is terminated, then this lease terminates at the same time.

20 Costs

20.1 What the Tenant agrees to pay

In connection with this lease and any document or matter in connection with it, the Tenant agrees to promptly pay or reimburse the Landlord:

- (a) for the Landlord's reasonable Costs in connection with:
 - (i) stamping this lease and, if applicable any new lease granted under clause 24 ("Option for a new lease"); and
 - (ii) obtaining any consents the Landlord must obtain before giving approvals; and
 - (iii) considering requests for approvals; and

- (iv) considering a proposed dealing by the Tenant under clause 14 (“Transfer and other dealings”); and
- (b) for the Landlord’s Costs in connection with the Tenant’s default, including enforcing rights (or considering doing so); and
- (c) all stamp duty (including fines and penalties), and registration fees; and
- (d) for everything the Tenant must do under this lease; and
- (e) all Costs in connection with works the Tenant carries out, including those incurred by the Landlord:
 - (i) in considering, approving and supervising the works; and
 - (ii) in modifying or varying the Building because of the works.

The Tenant agrees to pay amounts due under this clause on demand from the Landlord.

20.2 Items included in Costs

The Tenant agrees that:

- (a) the Costs referred to in clause 20.1 (“What the Tenant agrees to pay”) and the liability or loss or Costs referred to in clause 9.1 (“Indemnity”) include legal Costs, on whichever is the higher of a full indemnity basis or solicitor and own client basis; and
- (b) the Costs referred to in clauses 20.1 (“What the Tenant agrees to pay”) include those paid, or that the Landlord reasonably believes are payable, to persons engaged by the Landlord in connection with this lease (such as consultants).

21 Notices and other communications

21.1 Form

Unless expressly stated otherwise in this lease, all notices, certificates, consents, approvals, waivers and other communications in connection with this lease must be in writing, signed by the sender (if an individual) or an Authorised Officer, or the solicitor, of the sender and marked for attention as set out in the Details or, if the recipient has notified otherwise, marked for attention in the way last notified.

21.2 Delivery

They must be:

- (a) left at the address set out in the Details; or
- (b) sent by prepaid post (airmail, if appropriate) to the address set out in the Details; or

(c) sent by fax to the fax number set out in the Details; or

(d) given in any other way permitted by law.

However, if the intended recipient has notified a changed postal address or changed fax number, then the communication must be to that address or number.

21.3 When effective

They take effect from the time they are received unless a later time is specified in them.

21.4 Receipt - postal

If sent by post, they are taken to be received three days after posting (or seven days after posting if sent to or from a place outside Australia).

21.5 Receipt - fax

If sent by fax, they are taken to be received at the time shown in the transmission report as the time that the whole fax was sent.

22 Bank Guarantee

22.1 Application of clause 22

Clauses 22.2 ("Delivery to Landlord") to 22.5 ("Return of Bank Guarantee") do not apply if "Not applicable" appears in item 21.

22.2 Delivery to Landlord

On or before the Commencement Date, the Tenant agrees to deliver the Bank Guarantee to the Landlord.

22.3 Landlord may call on Bank Guarantee

If the Tenant does not comply with any of its obligations under this lease, whether this lease is registered or not, then the Landlord may call on the Bank Guarantee without notice to the Tenant.

22.4 Replacement Bank Guarantee

If the Landlord calls on the Bank Guarantee or the Rent is increased, then no later than seven days after the Landlord gives the Tenant a notice asking for it, the Tenant agrees to deliver to the Landlord a replacement or additional Bank Guarantee so that the amount guaranteed is the amount in item 21.

22.5 Return of Bank Guarantee

The Landlord agrees to return the Bank Guarantee on the later of:

(a) the date the Tenant has complied with all of its obligations under this lease; including under clause 16.10 ("Liquidated damages"); and

- (b) one month after the Expiry Date.

23 Bond

23.1 Application of clause 23

Clauses 23.2 ("Payment of Bond") to 23.6 ("Repayment") do not apply if "Not applicable" appears in item 22.

23.2 Payment of Bond

On or before the Commencement Date, the Tenant agrees to pay the Bond to the Landlord by cash or unendorsed bank cheque.

23.3 Bond is Landlord's property

When the Landlord receives the Bond it becomes the Landlord's property. The only obligation the Landlord has towards the Tenant in connection with the Bond is to make the payment referred to in clause 23.6 ("Repayment").

23.4 Landlord may draw on Bond

If the Tenant does not comply with any of its obligations under this lease, whether this lease is registered or not, then the Landlord may draw on the Bond without notice to the Tenant.

23.5 Tenant to top up Bond

If the Landlord draws on the Bond or the Rent is increased and the Landlord gives the Tenant a notice stating the amount required to top up the Bond, then no later than seven days after the Landlord gives the notice the Tenant agrees to pay that amount to the Landlord by cash or unendorsed bank cheque.

23.6 Repayment

When this lease expires or is terminated, the Landlord may use the Bond for outstanding amounts payable by the Tenant under this lease and then agrees to pay to the Tenant an amount equivalent to any unused part of the Bond.

24 Option for a new lease

24.1 Application of clause 24

Clauses 24.2 ("Grant of new lease") and 24.3 ("Terms of new lease") do not apply if "Not applicable" appears in item 23.

24.2 Grant of new lease

The Landlord agrees to grant a new lease under this clause 24 on the Expiry Date to commence on the next day only if:

- (a) the Tenant gives the Landlord a notice stating that it wants a new lease of the Premises for the term first specified in item 23; and

- (b) the Landlord receives that notice within the period from and including the day that is twelve months before the Expiry Date to but excluding the day that is six months before the Expiry Date; and
- (c) when the Tenant gives that notice, and on the Expiry Date, the Tenant is not in breach of this lease; and
- (d) the Tenant delivers to the Landlord before the Expiry Date a guarantee of or a guarantee of and an indemnity in connection with the Tenant's obligations under the new lease by the same person, or another person acceptable to the Landlord, on the same terms as any given in connection with the Tenant's obligations under this lease.

24.3 Terms of new lease

The new lease is to be identical with this lease except that:

- (a) if particulars of more than one new lease are specified in item 23, the particulars of the new lease first specified are deleted from item 23; and
- (b) if particulars of only one new lease are specified in item 23, this clause 24 and item 23 are deleted; and
- (c) the term, the commencement date, the expiry date, the rent review dates and the redecoration requirements and dates are to be those first specified in item 23; and
- (d) the rent from the commencement date of the new lease is to be decided under clause 4 ("Market review of Rent") as if that date were a Market Review Date (and in this regard clause 4.9 ("Rent not to decrease") also applies); and
- (e) the new lease must reflect any variations to this lease, whether registered or not, which become effective during the Term.

25 GST

25.1 Payments are GST exclusive

The rent and other payments under this lease do not include GST.

25.2 GST gross up

If a supply under this lease is subject to GST the recipient agrees, subject to clause 25.4(b), to pay the supplier an additional amount equal to the Amount of the Consideration multiplied by the prevailing GST rate.

25.3 Time and manner of payment

The additional amount is payable at the same time and in the same manner as the consideration for the supply to which the additional amount relates.

25.4 Supplier's obligations

The supplier agrees to:

- (a) give the recipient a Tax Invoice for the additional amount when it is paid; and
- (b) comply with Part VB of the Trade Practices Act 1974; and
- (c) promptly refund any overpayment made by the recipient under this clause 25 after the supplier receives the benefit of a credit or refund in connection with the overpayment.

26 Privacy Act

26.1 Use of personal information

Each party (other than the Landlord) agrees that the Personal Information may be used:

- (a) in connection with the management of, and dealings with, the Premises or the Land; and
- (b) to facilitate the Landlord's internal business operations including fulfilment of legal requirements and confidential systems maintenance and testing.

26.2 Disclosure of Personal Information

Each party (other than the Landlord) consents to the Personal Information being disclosed:

- (a) to any guarantor of the party; and
- (b) to any person who provides services connection with the Landlord's ownership and management of the Land, on a confidential basis, for example, valuers, surveyors, real estate agents, contractors and auctioneers; and
- (c) to any person acting on the party's behalf including the party's broker, solicitor or accountant; and
- (d) to the party's financier or mortgagee; and
- (e) to any person in connection with a proposed sale or acquisition of an interest in, or any other dealing by the Landlord in connection with, the Land; and
- (f) to any person in connection with the marketing of another property owned by the Landlord or a Related Entity of the Landlord; and
- (g) to Landlord's financiers or prospective financiers; and

- (h) to authorities in connection with this lease, for example, to stamp and register this lease; and
- (i) if the party requests the Landlord to do so or if the party consents; and
- (j) where the law requires or permits the Landlord to do so; and
- (k) to any Related Entity of the Landlord; and
- (l) to any person described in the previous paragraphs who is overseas.

27 General

27.1 Discretion in exercising rights

The Landlord may exercise a right or remedy or give or refuse its approval or consent in any way it considers appropriate (including by imposing conditions), unless this lease expressly states otherwise.

27.2 Partial exercising of rights

If the Landlord does not exercise a right or remedy fully or at a given time, the Landlord may still exercise it later.

27.3 No liability for loss

The Landlord is not liable for loss caused by the exercise or attempted exercise of, failure to exercise, or delay in exercising a right or remedy under this lease.

27.4 Approvals and consents

By giving its approval or consent the Landlord does not make or give any warranty or representation as to any circumstance relating to the subject matter of the consent or approval.

27.5 Rights and obligations are unaffected

Rights given to the Landlord under this lease and the Tenant's liabilities under it are not affected by anything which might otherwise affect them by law.

27.6 Variation and waiver

A provision of this lease, or a right created under it, may not be waived or varied except in writing, signed by the party or parties to be bound.

27.7 Indemnities

The indemnities in this lease are continuing obligations, independent from the Tenant's other obligations under this lease and continue after this lease expires or is terminated. It is not necessary for the Landlord to incur expense or make payment before enforcing a right of indemnity under this lease.

27.8 Construction

No rule of construction applies to the disadvantage of the Landlord because the Landlord was responsible for the preparation of, or seeks to rely on, this lease or any part of it.

27.9 Exclusion of statutory provisions

In this lease:

- (a) the covenants, powers and provisions implied in leases by sections 119, 120 and 121 of the Land Titles Act 1925 do not apply; and
- (b) words used in any of the form of words in section 121 of the Land Titles Act do not imply a covenant under that section.

27.10 Warranties and undertakings

The Tenant warrants that it:

- (a) 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; and
- (b) was made aware of the Rules then current when signing this lease.

The Tenant agrees to comply on time with undertakings given by or on behalf of the Tenant in connection with this lease.

27.11 Inconsistent law

To the extent permitted by law, this lease prevails to the extent it is inconsistent with any law.

27.12 Supervening legislation

Any present or future legislation which operates to vary the obligations of the Tenant in connection with this lease with the result that the Landlord's rights, powers or remedies are adversely affected (including, by way of delay or postponement) is excluded except to the extent that its exclusion is prohibited or rendered ineffective by law.

27.13 Counterparts

This lease may consist of a number of copies, each signed by one or more parties to this lease. If so, the signed copies are treated as making up the one document and the date on which the last counterpart is executed will be the date of this lease.

27.14 Serving documents

Without preventing any other method of service, any document in a court action may be served on a party by being delivered or left at that party's address for service of notice under clause 21 ("Notices").

28 Car parking

28.1 Licence to park Vehicles

The Landlord grants the Tenant a non-exclusive licence to park 16 Vehicles in parking spaces designated by the Landlord in the Car Park.

28.2 Landlord's rights

The Landlord may by notice to the Tenant:

- (a) change the designated parking places in the Car Park; and
- (b) alter the hours during which the Tenant may park Vehicles in the Car Park.

28.3 Tenant's other obligations

The Tenant agrees:

- (a) that the Tenant and the Tenant's Employees and Agents may only park Vehicles in the parking spaces designated by the Landlord; and
- (b) that the Tenant and the Tenant's Employees and Agents park in the designated spaces at their own risk; and
- (c) to comply with the Landlord's requirements for identifying Vehicles parked in the Car Park; and
- (d) to comply with the Landlord's requirements regulating access to and use of the Car Park; and
- (e) to use the Car Park for the purpose of parking Vehicles only and not to clean, grease, oil, repair or wash any Vehicle.

28.4 Driveways

Subject to clause 28.3(d), the Tenant and the Tenant's Employees and Agents may use driveways located on the Land in common with all other persons authorised by the Landlord to gain access to and from the Car Park.

28.5 No interest

The rights given to the Tenant under this clause 28 are contractual only, do not give the Tenant any estate or interest in the Car Park and may not be assigned, sublicensed or otherwise dealt with.

28.6 Licence Fee

The Tenant agrees to pay the Licence Fee to the Landlord by equal monthly instalments (except the first and last payments which, if necessary, will be proportionate) in advance on each Rent Day.

28.7 Review of Licence Fee

The Licence Fee increases on the same dates, and in the same proportion, as the Rent increases.

29 Rent free period

29.1 Abatement of rent

Despite clause 2:

- (a) the Tenant is not obliged to pay Rent for the period beginning on the Commencement Date and ending on 30 May 2003;
- (b) the Rent payable for the period commencing on 1 June 2003 and ending on 30 November 2003 is \$142,630.00 (Plus GST);
- (c) the Rent payable for the period commencing on 1 December 2003 and ending on 30 May 2004 is \$148,335.20 (Plus GST);.

This clause does not affect the obligations of the Tenant to pay the Tenant's Contribution and any other money (not being Rent) payable under this lease.

29.2 First instalment

If the rent free period ends on a day which is not the day before a Rent Day, then, on the next Rent Day, in addition to the instalment of Rent payable on that next Rent Day, the Tenant must pay a further instalment of Rent. That further instalment is to be that proportion of one twelfth of the Rent which the number of days from and including the day after the rent free period ends to and including the day before the next Rent Day bears to the number of days in the month in which the rent free period ends.

30 Reception Desk

30.1 Installation of Reception Desk

The Landlord may, at its complete discretion and at its own cost, arrange for the installation of the Reception Desk.

30.2 Landlord's to operate Reception Desk

If the Landlord arranges for installation of the Reception Desk, the Landlord will use its best endeavours to ensure that the Reception Desk is staffed during the Building Hours.

30.3 Reception Desk Costs

If the Landlord arranges for installation of the Reception Desk, the Tenant must pay to the Landlord the amount reasonably determined by the Landlord to be the Tenant's Percentage of the Reception Costs in the manner and time reasonably determined by the Landlord.

31 Signs

31.1 External Sign

During the Term the Tenant may:

- (a) install a Sign on the Land in a location approved by the Landlord and the Head Lessor; and
- (b) repair, maintain, replace and remove the Sign.

31.2 Additional rent

No additional rent is payable by the Tenant in connection with the rights granted under clause 31.1 ("Signs").

31.3 Requirements for Tenant's Works

The Tenant agrees to ensure that any works it does in connection with the Sign, including works under clause 31.4 ("Tenant's other obligations"), are done:

- (a) by contractors approved by the Landlord (who may not unreasonably withhold its approval) and the Head Lessor; and
- (b) in a proper and workmanlike manner; and
- (c) in accordance with any plans, specifications and schedule of finishes required and approved by the Landlord (who may not unreasonably withhold its approval if the design and installation of the Sign are compatible with the appearance and design of the Building) and the Head Lessor; and
- (d) in accordance with all laws and the requirements of authorities; and
- (e) without disturbing other occupiers of or visitors to the Building or the Land; and
- (f) in accordance with the Landlord's and the Head Lessor's reasonable requirements and directions.

31.4 Tenant's other obligations

The Tenant agrees to:

- (a) pay all Costs in connection with:
 - (i) the installation, repair, maintenance, replacement, relocation and removal of any additional light or power outlets or fittings; and
 - (ii) any alterations to the Building (including structural alterations)

required because of the installation, replacement or removal of the Sign; and

- (b) pay the reasonable fees of any architect or other consultant engaged by the Landlord or Head Lessor in connection with the Sign; and
- (c) keep the Sign in good repair and condition; and
- (d) comply with any notice from any authority in connection with the Sign including any notice to carry out works; and
- (e) remove the Sign on or before the earlier of the date:
 - (i) the Tenant must vacate the Premises under this lease; and
 - (ii) the Tenant ceases to occupy the Premises; and
 - (iii) any approval from an authority relating to the Sign is revoked; and
- (f) promptly make good any damage to the Building caused by the Sign being installed, repaired, maintained, replaced or removed.

31.5 Access for Tenant

Subject to the Landlord's rights, the Landlord authorises the Tenant, upon giving reasonable notice to the Landlord and at reasonable times, to have access to those parts of the Land necessary for the Tenant to be able to:

- (a) install, maintain, repair, replace or remove the Sign; and
- (b) comply with its obligations under this clause 31.

32 Advance Rent

32.1 Advance payment of Rent

Notwithstanding any other provisions in this lease to the contrary, the Tenant must:

- (a) pay an amount equal to 4 months Rent on the Commencement Date to the Landlord without deduction;
- (b) (subject to clauses 29.1 and 33.2) on each subsequent Rent Day, pay the Landlord an amount equal to one-twelfth of the Rent;
- (c) ensure that on each subsequent Rent Day except for the last 3 Rent Days, at least 4 months Rent has been paid in advance to the Landlord without deduction.

32.2 Final instalments

As long as the Tenant has complied with clause 32.1, the Tenant need not pay the Landlord further instalments of the Rent on the last 3 Rent Days of the Term.

33 Head Lease

33.1 Acknowledgement

The Tenant acknowledges being provided with a copy of the Head Lease.

33.2 Compliance with Head Lease

Subject to this clause, the Tenant covenants with the Landlord:

- (a) to refrain from doing or allowing anything to be done which amounts to a breach or non-observance of the terms and conditions of the Head Lease (so far as they are applicable to a Tenant of the Premises); and
- (b) to indemnify and keep indemnified the Landlord against liability or loss arising from, and cost incurred in connection with, anything which amounts to a breach or non-observance of the terms and conditions of the Head Lease (except in respect of an act or omission of the Head Lessor or the Landlord); and
- (c) that if at any time the Head Lessor gives to the Tenant or leaves on the Premises any notice requiring repairs to be done to the Premises then the Tenant must give immediate notice to the Landlord and must furnish the Landlord with a copy of such notice.

33.3 Crown Lease

The Tenant must observe and perform the terms of the Crown Lease of the Land insofar as they affect the Premises.

34 Access

The Landlord grants the Tenant a right of passage through the basement and ground floor foyer area of the Building to access the Premises during the Term of this lease.

35 Landlord's Fitout

35.1 Landlord's Fitout

Within 14 days of the Commencement Date the Tenant must by written notice, instruct the Landlord of those items of the Landlord's Fitout which the Tenant wishes to remain on the Premises during the Term.

35.2 Removal of unwanted fitout

Within 14 days of receiving notice from the Tenant under clause 35.1, the Landlord must remove all items of the Landlord's Fitout which are not included in the Tenant's notice under clause 35.1.

35.3 Landlord's Residual Fitout to remain on the Premises

Subject to clauses 16.3, all items of the Landlord's Residual Fitout must remain on the Premises during the Term.

36 Interpretation

36.1 Definitions

These meanings apply unless the contrary intention appears. Item numbers referred to are those in the Details.

Amount of the Consideration means:

- (a) the amount of any payment in connection with a supply; and
- (b) in relation to a non-monetary consideration for a supply, the GST exclusive market value of that consideration as reasonably determined by the supplier.

Authorised Officer means:

- (a) in the case of the Landlord, a director or secretary, or an officer whose title contains the word "director", "chief", "head" or "manager" or a person performing the functions of any of them, or any other person nominated by the Landlord as an Authorised Officer for the purposes of this lease; and
- (b) in the case of the Tenant (if the Tenant is a company), a person appointed by the Tenant to act as an Authorised Officer for the purposes of this lease.

Bank Bill Rate means the average mid rate for 90 day Bills as displayed on the "BBSY" page of the Reuters Monitor System on the due date for payment. However, if the average mid rate is not displayed by 10:30am on that day, or if it is displayed but there is an obvious error in that rate.

Bank Guarantee means an unconditional undertaking (or any replacement or addition to it under clause 22.4 ("Replacement Bank Guarantee")) by a bank and on terms acceptable to the Landlord acting reasonably to pay on demand the amount in item 21.

Base Year means the year in item 15.

Bill has the meaning it has in the Bills of Exchange Act 1909 (Cwlth).

Bond means the amount in item 22.

Building means the commercial office building and all other improvements (other than the Tenant's Property) on the Land.

Building Hours means 8am and 6pm Monday to Friday (excluding public holidays)

Car Park means those parts of the Land designated by the Landlord for parking Vehicles.

Cleaning Charge means the amount in item 25.

Commencement Date means the date so described in item 6.

Common Areas means those parts of the Land or Building which the Landlord intends for common use.

Consumer Price Index means the index in item 10 or the index officially substituted for it.

Contaminant means anything (including a liquid, solid, gas, odour, temperature, sound vibration or radiation) that presents or could present a risk of harm to human health or the Environment.

Control of a corporation includes the direct or indirect power to directly or indirectly:

- (a) direct the management or policies of the corporation; or
- (b) control the membership of the board of directors,

whether or not the power has statutory, legal or equitable force or is based on statutory, legal or equitable rights and whether or not it arises by means of trusts, agreements, arrangements, understandings, practices, the ownership of any interest in shares or stock of that corporation or otherwise.

Controller has the meaning it has in the Corporations Act.

Corporations Act means the Corporations Act 2001 (Cwlth).

Costs includes costs, charges and expenses, including those incurred in connection with advisors.

CPI Adjustment Date means each date in item 11.

Crown Lease means the crown lease described in the cover sheet.

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

Details means the section of this lease headed "Details".

Environment means components of the earth, including:

- (a) land, air and water; and

- (b) any layer of the atmosphere; and
- (c) any organic or inorganic matter and any living organism; and
- (d) human-made or modified structures and areas,

and includes interacting natural ecosystems that include components referred to in paragraphs (a) to (d) inclusive.

Expiry Date means the date so described in item 7.

Fixed Increase Dates means each date in item 13.

Governing Body means each entity which manages or administers any Shared Scheme of which the Premises are part.

GST has the meaning it has in the GST Act and associated imposition Acts.

GST Act means the A New Tax System (Goods and Services Tax) Act 1999 (Cwlth).

Head Lease means the lease between the Landlord and the Head Lessor dated 13 October 1993.

Head Lessor means John Curtin House Limited ACN 008 515 222

A person is **Insolvent** if:

- (a) it is (or states that it is) an insolvent under administration or insolvent (each as defined in the Corporations Act); or
- (b) it has a Controller appointed, is in liquidation, in provisional liquidation, under administration or wound up or has had a Receiver appointed to any part of its property; or
- (c) it is subject to any arrangement, assignment, moratorium or composition, protected from creditors under any statute or dissolved (in each case, other than to carry out a reconstruction or amalgamation while solvent on terms approved by the Landlord); or
- (d) an application or order has been made (and, in the case of an application, it is not stayed, withdrawn or dismissed within 30 days), resolution passed, proposal put forward, or any other action taken, in each case in connection with that person, which is preparatory to or could result in any of (a), (b) or (c) above; or
- (e) it is taken (under section 459(F)(1) of the Corporations Act) to have failed to comply with a statutory demand; or
- (f) it is the subject of an event described in section 459(C)(2)(b) or section 585 of the Corporations Act (or it makes a statement from which the Landlord reasonably deduces it is so subject); or
- (g) it is otherwise unable to pay its debts when they fall due; or

- (h) something having a substantially similar effect to (a) to (g) happens in connection with that person under the law of any jurisdiction.

Land means the land, described in item 4 on which the Building is situated and any other land which the Landlord uses with the Land for a commercial office building, a parking area or other related undertaking.

Landlord means the person so described in item 1.

Landlord's Fitout means the fixtures, fittings, furniture and furnishings on the Premises at the Commencement Date.

Landlord's Premises means the area leased by the Landlord under the Head Lease excluding the basement of the Building.

Landlord's Property means all plant, equipment, fixtures, fittings, furniture, furnishings and other property the Landlord provides in the Premises.

Landlord's Residual Fitout means the fixtures, fittings, furniture and furnishings on the Premises at the Commencement Date except those items removed by the Landlord pursuant to clause 35.2.

Lettable Area means the net lettable area calculated by the Landlord's surveyor using the method of measurement of the Property Council of Australia Limited applicable at the Commencement Date.

Licence Fee means the amount in item 24.

Market Review Date means each date in item 12.

Outgoings means all amounts paid or payable by the Landlord for an Outgoings Year in connection with the Land or the Building for:

- (a) rates, land taxes (on the basis that the Land is the only land held by the crown lessee of the Land) and other charges imposed by any authority, precinct levies, and levies and charges imposed under a Shared Scheme law; and
- (b) taxes (except income or capital gains tax), levies, imposts, deductions and withholdings imposed by any authority.

Outgoings Year means the 12 months period ending on 31 December in each year or on another day specified in a notice the Landlord gives the Tenant.

Permitted Use means the use in item 17.

Personal Information means information or an opinion (including information or an opinion forming part of a database):

- (a) whether true or not;
- (b) whether recorded in a material form or not;

- (c) about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion; and
- (d) collected by or on behalf of the Landlord, or a predecessor in title of the Landlord, in connection with this lease or any other contract, arrangement or understanding referred to in this lease.

Premises means that part of the Building so described in item 3 the boundaries of which are:

- (a) the inside surface of the walls (under any paint or wall covering); and
- (b) the lower surface of the ceiling (above any false or suspended ceiling); and
- (c) the upper surface of the floor (under any floor covering).

The Premises include the Landlord's Property.

Previous CPI means the Consumer Price Index number for the quarter ending immediately before the last Market Review Date, CPI Adjustment Date or Fixed Increase Date before the relevant CPI Adjustment Date (or, if there has not been one, the Commencement Date).

Receiver includes a receiver or receiver and manager.

Related Entity has the meaning it has in the Corporations Act.

Reception Desk means a reception desk located on the ground floor of the Building.

Reception Desk Costs means all costs incurred by the Landlord in continuously staffing the Reception Desk during Building Hours.

Rent means the yearly amount in item 8 as varied under this lease.

Rent Day means the Commencement Date and, for each month during the Term, the day in item 9.

Rules means the rules of the Building set out in schedule 1 as varied or added to under this lease.

Services means the services (such as water, sewerage, drainage, gas, electricity, communications, fire fighting, air conditioning, lifts and escalators) to or of the Building or any premises in it or the Land, provided by authorities, the Landlord or any person authorised by the Landlord, and includes all plant and equipment in connection with those services.

Shared Scheme means each scheme or plan regulated by a Shared Scheme law that affects the Premises. Examples of properties that are often part of a shared scheme are strata title units and properties in integrated developments.

Shared Scheme law means any legislation that provides for the:

- (a) subdivision and development of land with shared property; or
- (b) subdivision of buildings; or
- (c) management of land that is subdivided and has shared property; or
- (d) management of subdivided buildings.

Sign means plinth showing the name of the Tenant or any Related Entity of the Tenant.

Tax Invoice has the meaning it has in the GST Act.

Tenant means the person so described in item 2.

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

Tenant's Contribution means for an Outgoings Year:

- (a) if a Base Year is specified in item 15, the Tenant's Percentage of the increase in Outgoings since the Base Year; and
- (b) if a Base Year is not specified in item 15, the Tenant's Percentage of Outgoings,

and, if the Term commences or expires during that Outgoings Year, the Tenant's Contribution for that Outgoings Year is the amount in paragraph (a) or (b) as applicable, multiplied by the number of days of the Term in that Outgoings Year and divided by the number of days in that Outgoings Year.

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

Tenant's Percentage means the percentage in item 14.

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

Term means the period from and including the Commencement Date to and including the Expiry Date described in item 5.

Vehicles means vehicles weighing two tonnes or less.

36.2 References to certain general terms

Unless the contrary intention appears, a reference in this lease to:

- (a) **(variations or replacement)** a document (including this lease) includes any variation or replacement of it;
- (b) **(clauses, annexures and schedules)** a clause, annexure or schedule is a reference to a clause in or annexure or schedule to this lease;

- (c) **(reference to statutes)** a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (d) **(law)** law means common law, principles of equity, and laws made by parliament (and laws made by parliament include State, Territory and Commonwealth laws and regulations and other instruments under them, and consolidations, amendments, re-enactments or replacements of any of them);
- (e) **(singular includes plural)** the singular includes the plural and vice versa;
- (f) **(person)** the word “person” includes an individual, a firm, a body corporate, a partnership, joint venture, an unincorporated body or association, or any authority;
- (g) **(executors, administrators, successors)** a particular person includes a reference to the person’s executors, administrators, successors, substitutes (including persons taking by novation) and assigns;
- (h) **(body ceases to exist)** a body or authority includes a reference, if that body or authority ceases to exist, to the body or authority which has substantially the same functions and objects as the first body or authority;
- (i) **(two or more persons)** an agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and each of them individually;
- (j) **(jointly and severally)** an agreement, representation or warranty by two or more persons binds them jointly and each of them individually;
- (k) **(reference to a group of persons)** a group of persons or things is a reference to any two or more of them jointly and to each of them individually;
- (l) **(dollars)** Australian dollars, dollars, A\$ or \$ is a reference to the lawful currency of Australia;
- (m) **(calculation of time)** if a period of time dates from a given day or the day of an act or event, it is to be calculated exclusive of that day;
- (n) **(reference to a day)** a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later;
- (o) **(accounting terms)** an accounting term is a reference to that term as it is used in accounting standards under the Corporations Act, or, if not inconsistent with those standards, in accounting principles and practices generally accepted in Australia;

- (p) **(meaning not limited)** the words “include”, “including”, “for example” or “such as” when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind;
- (q) **(next day)** if an act under this lease to be done by a party on or by a given day is done after 5.30pm on that day, it is taken to be done on the next day;
- (r) **(time of day)** time is a reference to Canberra time
- (s) **(reference to anything)** anything (including any amount) is a reference to the whole and each part of it; and
- (t) **(this lease)** “this lease” is a reference to this lease and to any renewal or extension of it or holding over under it.

36.3 Headings

Headings (including those in brackets at the beginning of paragraphs) are for convenience only and do not affect the interpretation of this lease.

EXECUTED as a deed

Signing page

DATED: 4 December 2002

LANDLORD'S EXECUTION

EXECUTED for and on behalf of the)
COMMONWEALTH OF)
AUSTRALIA by)

in the presence of:)

[Signature])

Signature of witness)

Patricia Wells)

Name of witness (block letters))

[Signature])

Signature of)

Deputy Auditor-General)

Position)

By executing this deed the signatory)
warrants that he is duly authorised to)
execute this deed on behalf of the)
Commonwealth of Australia)

TENANT'S EXECUTION

EXECUTED by KELLOGG)
BROWN & ROOT PTY LIMITED)
ABN 91 007 660 317 in accordance)
with section 127(1) of the)
Corporations Act 2001 (Cwlth) by)
authority of its directors:)

[Signature])

Signature of director)

Mary P. Mitchell)

Name of director (block letters))

[Signature])

Signature of director/company)
secretary*)

*delete whichever is not applicable

Andrew V. Fletcher)

Ron F. Thomas)

Name of director/company secretary*)
(block letters))

*delete whichever is not applicable

Level 3, Centenary House, 19 National Circuit, Barton

Schedule 1 - Rules

The provisions of the lease apply to these Rules.

1 The Tenant may not:

- (a) smoke in the Building; or
- (b) put up signs, notices, advertisements, blinds or awnings, antennae or receiving dishes or install vending or amusement machines without the Landlord's approval; or
- (c) hold auction, bankrupt or fire sales in the Premises; or
- (d) keep an animal or bird on the Premises; or
- (e) use a corporate or business name which includes words connecting the name with the Building without the Landlord's approval; or
- (f) remove floor coverings from where they were originally laid in the Premises without the Landlord's approval; or
- (g) do anything to the floor coverings in the Building which affects any guarantee in connection with them if the Landlord has given the Tenant a notice setting out the relevant terms of the guarantee; or
- (h) use any method of heating, cooling or lighting the Premises other than those provided or approved by the Landlord; or
- (i) use the escalators or passenger lifts to carry goods or equipment; or
- (j) operate a musical instrument, radio, television or other equipment that can be heard outside the Premises; or
- (k) throw anything out of any part of the Building or down lift wells; or
- (l) move heavy or bulky objects through the Building without the Landlord's approval; or
- (m) obstruct:
 - (i) windows in the Premises except by internal blinds or curtains approved by the Landlord;
 - (ii) any air vents, airconditioning ducts or skylights in the Premises; or
 - (iii) emergency exits from the Building or the Premises; or

- (iv) the Common Areas; or
 - (n) interfere with directory boards provided by the Landlord.
-

2 The Tenant agrees to:

- (a) put up signs in the Premises prohibiting smoking if required by the Landlord; and
- (b) if the Landlord approves the Tenant's use of a business name which is connected with the Building, terminate any right it has to use that business name on the date it must vacate the Premises; and
- (c) participate in any safety and emergency drills and procedures of which the Landlord gives reasonable notice; and
- (d) evacuate the Building immediately and in accordance with the Landlord's directions when informed of any actual or suspected emergency; and
- (e) secure the Premises when they are unoccupied and comply with the Landlord's directions about Building security; and
- (f) if there are directory boards, submit the form in which it requires its name and description to appear on them to the Landlord for its approval, make whatever changes the Landlord reasonably requires and pay the Landlord on demand the cost of placing that information on the directory boards.

Level 3, Centenary House, 19 National Circuit, Barton

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