

Dealing Number



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1. Lessor University of the Sunshine Coast	Lodger (Name, address, E-mail & phone number) Colin Biggers & Paisley Pty Ltd Level 35, 300 George Street Brisbane Qld 4000 Email: Reception_Bne@cbp.com.au Ph: +61 7 3002 8700 Our Ref://Our Reference//	Lodger Code BE 175A
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2. Lot on Plan Description Lot 1 on SP 332569	Title Reference 51342678
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3. Lessee Given names	Surname/Company name and number	(include tenancy if more than one)
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4. Interest being leased Fee Simple	
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5. Description of premises being leased Part of the Ground floor of the Building being Lease G10 as shown on the plan at Annexure B.	
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6. Term of lease Commencement date/event: Expiry date Options: Nil #Insert <i>nil</i> if no option or insert option period (eg 3 years or 2 x 3 years)	7. Rental/Consideration See attached schedule
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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	UNIVERSITY OF THE SUNSHINE COAST
..... full name	
..... qualification	/ /

Witnessing Officer (Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)	Execution Date	Lessor's Signature
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9. Acceptance
The Lessee accepts the lease and acknowledges the amount payable or other considerations for the lease.

..... signature	
..... full name Director
..... qualification	/ /

Witnessing Officer (Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)	Execution Date	Director/Secretary Lessee's Signature
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Title Reference 51342678

This is the schedule referred to in Lease dated 2024.

This schedule shall be read together with the *Land Title Act 1994* Form 7.

1. Reference Schedule, Definitions and Interpretations

1.1 Reference Schedule

Item 1	Premises:	That part of the Ground Floor of Building MBA2 shown in the plan at Annexure B as Lease G10, University of the Sunshine Coast Moreton Bay campus, 1 Moreton Parade, Petrie, Queensland, 4502.		
Item 2	Address for notices on Landlord:	University of the Sunshine Coast ABN 28 441 859 157 90 Sippy Downs Drive, Sippy Downs QLD 4558		
Item 3	Address for notices on Tenant:	[] or at the Premises		
Item 4	Rent:	\$1 per annum if demanded		
	Fixed Review Date:	Not applicable		
	Fixed Percentage:	Not applicable		
	CPI Review Date:	Not applicable		
	Market Review Date:	Not applicable		
Item 5	Tenant's Proportion of Outgoings	Not applicable]		
Item 6	Permitted Use	Laboratory, research facility and office		
Item 7	Term:	5 years		
Item 8	Commencement Date:	[]		
Item 9	Expiry Date:	[]		
Item 10	Option to renew for Further Term(s)	(a)	Period of Further Term(s)	Not applicable
		(b)	Type of rent review at commencement of Lease Year 1 of any Further Term(s)	Not applicable
Item 11	Bank Guarantee	Amount to be included eg equivalent to 12 months market rent		
Item 12	Guarantor:	Nil		

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Item 13	Car Park Bays	Not applicable
Item 14	Car Park Licence Fee	Not applicable

1.2 Definitions

In this document:

Applicable Privacy Law means:

- (a) parts 1 and 3 of Chapter 2 of the *Information Privacy Act 2009* (Qld) and the *Privacy Act 1988* (Cth) and associated privacy principles; and
- (b) any policies, directions, instructions or guidelines provided by the Landlord from time to time in relation to the handling of Personal Information.

Authority means any federal, state, local government, semi-government, statutory or legislative authority, court, instrumentality or body with jurisdiction over any part of the Campus.

Authority Approval means any authorisation, approval, certificate, consent, decision, licence, permit, registration, requirement or ruling of any Authority.

Bank Guarantee means an unconditional bank guarantee or banker's undertaking to pay in favour of the Landlord from a major trading bank or an authorised institution acceptable to the Landlord without expiration date and otherwise on terms and conditions acceptable to the Landlord for an amount equivalent to the amount referred to in Item 11 of the Reference Schedule, as updated from time to time as required by this Lease.

Business Day means any day other than a Saturday, Sunday, or public or bank holiday in Brisbane and a reference to a date which does not fall on a Business Day is to be construed as a reference to the next Business Day.

Building means building or buildings erected or to be erected on any part of the Campus.

Building Management Statement means any building management statement for the Building that is registered over the Land.

Campus means the Land, the Building and other structures erected or to be erected on the Land, and the Landlord's Property, and includes any additional land, buildings or structures that the Landlord elects to treat as part of the Campus from time to time.

Car Park means those parts of the Campus set apart by the Landlord from time to time for the parking of motor vehicles, including all internal roadways.

Claim means any claim, demand, remedy, suit, injury, damage, loss, cost, liability, action, proceeding, right of action, claim for compensation or claim for abatement of any monetary obligation.

Cleaning Charge means the cost to the Landlord of providing a cleaning service to the Premises.

Commencement Date means the commencement date specified in Item 6 of the Form 7 in this Lease.

Common Areas means all parts of the Campus designated by the Landlord from time to time for common use by any tenant or other person.

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Confidential Information means in respect of a party to this Lease, all information of that party in whatever form, that is disclosed to the other party, and which is by its nature is confidential or which is designated as confidential by that party, including information:

- (a) relating to the dealings of that party (including in the case of that party, information regarding that party's business, financial information and other trade secrets and confidential know-how);
- (b) relating to employees, contractors or other persons doing business with that party; or
- (c) which the other party know or ought to know is confidential,

and includes all information relating to this Lease, but excludes information:

- (a) that a party can show was already known to, in the rightful possession of or independently developed by that party in good faith without breach of this Lease and free of any obligation of confidence;
- (b) that a party can show is in the public domain otherwise than by a breach of this Lease or other obligation of confidence; or
- (c) is received by a party from an independent third party who is lawfully in possession and has the power and authority to disclose the information.

Contaminant means anything that presents or may present a direct or indirect risk or harm to human health or the Environment.

Energy Costs means all levies, taxes, assessments and charges (other than those payments which are the direct responsibility of a particular tenant or occupier of the Campus) for electricity, gas, oil, natural gas and any other source or type of energy or fuel whatsoever in respect of the Building or the Campus.

Environment means all components of the Earth, including:

- (a) land, air and water and any living organism in any of them;
- (b) the atmosphere;
- (c) any organic or inorganic matter; and
- (d) human-made areas.

Event of Force Majeure means the occurrence of any event or circumstances beyond the reasonable control of the party affected by it including (without limitation):

- (a) war (declared or undeclared), insurrection, civil commotion, riot, military action, act of terrorism or sabotage;
- (b) strike, lockout or industrial action, dispute or disturbance of any kind;
- (c) act of government or an Authority;
- (d) act of God; or
- (e) storm, tempest, fire, flood, earthquake or other natural calamity.

Expiry Date means the expiry date specified in Item 6 of the Form 7 in this Lease.

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Financial Year means a period of 12 months from time to time nominated by the Landlord.

Further Term means any further term of this Lease, if any, specified in the Reference Schedule.

GST means the same as in the GST Law, and any applicable additional tax, penalty tax, fine, interest or other charge.

GST Law means the same as "GST law" means in *A New Tax System (Goods and Services Tax) Act 1999*.

Land means the land described in Item 2 of the Form 7 in this Lease.

Landlord means the lessor named in Item 1 of the Form 7 in this Lease or any person to whom the Landlord's interest in the Premises is transferred or who becomes entitled to the reversion on termination of this Lease.

Landlord's Property means all fixtures, fittings, plant, equipment, partitions, grease traps, drains, conduits and other property owned or supplied by the Landlord in or about or providing Services to the Premises or the Campus (as the context may require).

Law includes:

- (a) any law, statute, regulation, ordinance, by-law, order or proclamation, and the common law; and
- (b) any authorisation, ruling, judgment, order, decree or other requirement of any Authority.

Lease means this schedule, the Form 7 to which this schedule is annexed, and includes all other annexures, schedules and plans, and any equitable lease, agreement for lease, lease arising from any holding over or periodic tenancy arising upon the signing or acceptance by the Tenant of the document, or lease at Law evidenced by these documents.

Lease Year means each consecutive period of 12 months, the first of which starts on the Commencement Date.

Licensed Area means an area that is licensed to the Tenant under this Lease (if any).

Make Good Works means all works involved in:

- (a) removing the Tenant's Property from the Premises;
- (b) removing all partitions, walls and other structural alterations installed in the Premises;
- (c) reinstating the structure of any part of the Premises or the Building where any hole has been made by or on behalf of the Tenant;
- (d) removing, fireproofing and capping any floor and core penetrations, wiring, cabling, metering, distribution boards and switchgear in the Premises and in the ceiling cavity, cable ducts and building risers;
- (e) repositioning the air conditioning, ducting and lighting in the Premises and associated cabling and pipework;
- (f) removing any supplementary air conditioning units in the Premises and associated cabling and pipework;
- (g) removing any supplementary fire systems and security systems and associated cabling and pipework and reinstating to base building configuration;

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- (h) removing any supplementary plumbing, including showers, sinks, kitchen facilities and associated pipes and walls;
- (i) replacing all fluorescent tubes and starters and any missing, defective or damaged light diffusers or fittings;
- (j) removing the fitout, fittings and furnishings in the Premises, whether or not it was installed by the Landlord or the Tenant or a third party;
- (k) repositioning sprinkler heads, heat and smoke detectors and EWIS speakers and reinstating firestopping to comply with all fire regulations which would apply to the Premises if they were open plan and providing the Landlord with appropriate statutory certifications;
- (l) putting all other Services not specifically mentioned in this clause into base building configuration as notified by the Landlord (including the provision or replacement of any cables, conduits, wires, ducting, and pipes to link up the Services so that they are operational once in the required positions);
- (m) replacing the carpet and floor coverings with new carpet or other floor coverings approved by the Landlord and which is of a standard not less than the standard of the carpet or other floor coverings then provided by the Landlord to premises in the Building;
- (n) repainting the internal painted surfaces of the Premises with two coats of premium quality paint and in a colour or colours approved by the Landlord;
- (o) replacing damaged ceiling tiles and grids to match existing tiles and grids;
- (p) any additional works required:
 - (i) for the Tenant to comply with its obligations under this Lease;
 - (ii) by any Operational Documents; and
 - (iii) by the Landlord as a condition of consent to the Tenant undertaking works to the Premises;
- (q) making good all damage caused by the works referred to in this definition; and
- (r) leaving the Premises clean, tidy and free from rubbish.

Master Collaboration Agreement means the document of that name between the Landlord and the Tenant dated on or about [] in respect of the parties' agreement in relation to their respective commercial and collaborative efforts to promote opportunities for research, student development, placements and future employment pathways at the Campus and for the broader community.

Normal Business Hours means 8 am to 5.30 pm on Business Days.

Operational Documents means the Landlord's policies and procedures in relation to the Building in place and as notified to the Tenant from time to time, including induction handbooks, tenant's works handbooks, fitout or works guides, tenant contractor guides and workplace health and safety management plans.

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

Personal Information means information or an opinion about an identified individual, or an individual who is reasonably identifiable (whether the information or opinion is true or not and whether the information or opinion is recorded in material form or not) or such other meaning given to it in the Applicable Privacy Law.

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

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PPSR means the Personal Property Securities Register.

Premises means the premises described in Item 5 of the Form 7 in this Lease and includes the Landlord's Property.

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

Records means any data, dataset, database, material, books, documents or information:

- (a) disclosed or made available by or on behalf of the Landlord to the Tenant for use, processing, storing or hosting by the Tenant at the Premises or in respect of the Tenant's use of the Premises; and
- (b) created, produced or derived from the use, processing, storing or hosting of that data, dataset, database, material, books, documents, or information by the Tenant at the Premises or in respect of the Tenant's use of the Premises.

Rent means the amount of rent in Item 4 of the Reference Schedule..

Security Interest means any or all of:

- (a) a charge, mortgage, lien, or pledge; or
- (b) a security interest within the meaning of the PPSA.

Services means all gas, electricity, telephone, data, water, sewerage, fire prevention, ventilation, air conditioning, hydraulic, elevator, and security services and all other utilities, services or systems provided in the Campus.

Special Conditions means the special conditions (if any) contained in the Special Conditions Schedule forming part of this Lease.

Stipulated Rate means 10% per annum.

Tenant means the lessee named in Item 3 of the Form 7 in this Lease and each executor, administrator, successor and permitted assign of that party.

Tenant's Agents means each employee, officer, agent, contractor, consultant, customer, workman, invitee, client, visitor, subtenant, licensee, concessionaire and any other person who may at any time be in or upon the Premises under the control, direction or invitation of the Tenant.

Tenant's Property means all fixtures, fittings, equipment, stock, and other articles in the Premises or at the Campus owned or brought on by the Tenant.

Term means the period commencing on the Commencement Date and ending on the Expiry Date.

1.3 Interpretation

Unless expressed to the contrary:

- (a) headings and boldings are for convenience only and do not affect the interpretation of this document;
- (b) where a term used in this Lease appears in bold type in the Reference Schedule, that term has the meaning shown in the Reference Schedule;

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- (c) where an expression is defined anywhere in this document another part of speech or grammatical form of that expression has a corresponding meaning;
- (d) if a party consists of more than one person, this document binds them jointly and each of them severally;
- (e) the Special Conditions form part of this Lease. To the extent of any inconsistency between the Special Conditions and any of the terms of this Lease, the Special Conditions shall prevail;
- (f) a reference to:
 - (i) an individual or person includes a firm, corporation, incorporated association, and government or statutory body or Authority;
 - (ii) any gender includes all genders;
 - (iii) the singular includes the plural and vice versa;
 - (iv) recitals, clauses, schedules or annexures are to recitals, clauses, schedules or annexures of or to this document;
 - (v) a statute, ordinance or other Law includes regulations and other statutory instruments made under it and consolidations, amendments and re-enactments of it;
 - (vi) money is to Australian currency;
 - (vii) this document or another document includes the document as varied or replaced; and
 - (viii) any party to this document, or any other document or arrangement includes that party's executors, administrators, substitutes, successors and permitted assigns; and
- (g) in this Lease, no rule of construction applies to the disadvantage of the party preparing this Lease on the basis that it prepared or put forward this Lease or any part of it.

2. Grant of Lease

2.1 Lease for the Term

The Landlord grants the Tenant the Lease of the Premises for the Term.

2.2 Quiet Enjoyment

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

2.3 Holding Over

If the Tenant continues to occupy the Premises after the Expiry Date with the written consent of the Landlord, the Tenant does so as a monthly tenant on the same terms as at the Expiry Date and either party may terminate the tenancy by giving the other one month's notice expiring at any time.

3. Rent

3.1 Tenant to Pay Rent

The Tenant must pay the Landlord the Rent, if demanded.

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4. Tenant's General Payments

4.1 Amounts Payable by Tenant

The Tenant must also pay:

- (a) for all Services provided to the Premises (whether provided separately to the Premises, or in common with the Premises and other tenancies) including water, electricity, gas, cleaning, waste collection and telecommunications when due;
- (b) for any insurance premium relating to its occupation or use of the Premises when due;
- (c) rates, taxes, charges, or other costs and assessments in respect of the Premises or this Lease;
- (d) within 10 days after notice by the Landlord, the Landlord's reasonable costs and all charges, duties, fees and expenses relating to:
 - (i) any request for consent or approval of the Landlord or a mortgagee;
 - (ii) any breach or default by the Tenant and the exercise or proposed exercise of any right, power or remedy available to the Landlord; and
 - (iii) the surrender or termination of this Lease;
- (e) all expenses due solely to the Tenant's use of the Premises; and
- (f) for all Services provided to the Premises outside the Normal Business Hours at the request of the Tenant, including without limitation after hours air-conditioning services, at the rate determined by the Landlord from time to time (acting reasonably).

4.2 On-supply of Services

The Landlord may elect to buy electricity, gas, water and other Services in bulk and sell them to the Tenant and other occupiers of the Campus or to enter into an on-sale agreement with a third party supplier who sells those Services to the Tenant. If the Landlord does so, then:

- (a) the Landlord, or any third party supplier, may not charge more than the lower of:
 - (i) the highest amount recoverable at Law; or
 - (ii) the amount the Tenant would have paid to the supplier from whom the Landlord, or any third party supplier, has acquired that supply;
- (b) the Landlord, or any third party supplier, may, at their election, cease to obtain the Service in bulk on-supplying it to the Tenant; and
- (c) the Landlord, or any third party supplier, will not be liable to the Tenant for any failure of the supply of the Service.

4.3 Goods and Services Tax

The Landlord and Tenant acknowledge that the Rent has been negotiated without any allowance for GST. Regardless of any other provision of this Lease, if GST is imposed on any supply made to the Tenant under or in accordance with this Lease the amount the Tenant must pay for that supply is increased by the amount of that GST. The Landlord must give the Tenant a valid GST tax invoice.

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4.4 Third Party Supplies

If:

(a) this Lease requires the Tenant to reimburse the Landlord for a supply made under the Lease by a third party; and

(b) the Landlord is entitled to claim an input tax credit on any amount paid by it for that supply,

then the amount that the Tenant must pay for that supply is the amount that the Landlord paid for that supply:

(c) less the input tax credit;

(d) plus GST required to be paid by the Tenant under clause 4.3.

4.5 Readjustment

(a) If an adjustment event arises in respect of a taxable supply made by a supplier under this Lease, the amount payable by the recipient under this Lease will be recalculated to reflect the adjustment event and a payment will be made by the recipient to the supplier or by the supplier to the recipient as the case requires.

(b) Where a party is required under this Lease to pay or reimburse an expense or outgoing of another party, the amount to be paid or reimbursed by the first party will be the sum of:

(i) the amount of the expense or outgoing less any input tax credits in respect of the expense or outgoing to which the other party, or to which the representative member for a GST group of which the other party is a member, is entitled; and

(ii) if the payment or reimbursement is subject to GST, an amount equal to that GST.

4.6 Payment Authority

The Tenant and the Landlord authorise the Landlord's solicitors, pursuant to the *Trust Accounts Act 1973* (Qld), to apply any moneys of the Tenant or the Landlord held in trust by the Landlord's solicitors for any purpose towards payment of all costs and expenses referred to in this Lease.

5. Tenant's General Obligations

5.1 Permitted Use

(a) The Tenant must:

(i) only use the Premises for the Permitted Use;

(ii) carry on the Permitted Use in a competent and professional manner;

(iii) as far as reasonably practicable, use the Premises for the Permitted Use and consistent with the objectives of the MCA;

(iv) not use the Premises for any purpose which is inconsistent with the objectives of the MCA ; and

(v) at its cost, obtain and keep current all permits, consents and approvals of any Authority for the Tenant's use of the Premises.

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- (b) The Landlord does not warrant that the Premises is suitable for carrying on the Permitted Use or any other use.

5.2 Compliance with Directions and Laws

The Tenant must comply with:

- (a) the rules and reasonable directions of the Landlord in relation to the operation, safety, use, occupation or management of the Premises; and
- (b) any Laws and requirements of any permits, notices, orders, approvals or consents required from any Authority relating to this Lease, the Premises, the Tenant's use of the Premises, and the health and safety of people using the Premises.

5.3 Conduct

The Tenant must not:

- (a) allow the Premises to be used for any illegal, immoral, offensive or unlawful purpose or do anything that causes nuisance, damage or disturbance to any other person;
- (b) cause annoyance, nuisance, grievance, damage or disturbance to other tenants or occupiers of the Campus or of any adjacent premises;
- (c) overload the Services or floors of the Premises, or otherwise use any part of the Premises for a purpose other than that for which it was constructed;
- (d) interfere with any of the Services to the Premises or the Campus;
- (e) use the Premises, Common Areas, Campus, Landlord's Property, Tenant's Property or any appurtenances within these for any purpose other than that for which they were designed and constructed;
- (f) without the Landlord's prior approval (given or withheld in its absolute discretion), erect, paint, affix or display any advertisement or sign on the Premises or any Common Area or in the Premises if visible from the exterior of the Premises;
- (g) mark, paint, drill, deface or damage any part of the Premises;
- (h) store chemicals, flammable liquids, acetylene, gas, alcohol, volatile or explosive oil compounds or substances on the Premises except if it is necessary and proper for the Tenant's business permitted under this Lease;
- (i) do or omit to do anything to or upon the Premises which may increase the rate of any insurance on the Premises, the Building or any property in them;
- (j) leave any doors unlocked when the Premises is unoccupied;
- (k) use any form of power other than those supplied via the Services to the Premises or overload those Services; or
- (l) hold or cause to be held any auction, fire, closing down or bankruptcy sale in or about the Premises.

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5.4 Maintenance

- (a) The Tenant must, at its cost:
- (i) keep the Premises clean, tidy and free of insects, vermin and animals;
 - (ii) keep the Premises, the Landlord's Property in the Premises, and the Tenant's Property in good and substantial repair, order and condition, equivalent to their repair, order and condition at the Commencement Date;
 - (iii) if the Premises is serviced by a separate air conditioning unit or system, maintain and repair the unit or system, and engage a recognised air conditioning maintenance contractor (to be approved by the Landlord) to service the unit or system on a regular basis and in accordance with manufacturer's instructions and recommendations;
 - (iv) keep maintenance contracts in relation to the Services within the Premises current with a recognised maintenance company approved by the Landlord and produce a copy of those contracts along with the service reports and evidence of currency to the Landlord when requested to do so;
 - (v) ensure all fire safety equipment and installations in the Premises including sprinkler systems, hose reels, extinguishers, blankets and signage are regularly inspected, maintained and serviced in accordance with manufacturer's specifications and applicable Laws from time to time, including the upgrading or installation of any fire safety equipment and installations as required by Law from time to time, and provide Occupier's Statements as required by section 55A of the *Building Fire Safety Regulation 2008* (Qld);
 - (vi) repair or replace any broken glass within the Premises or forming the boundary of the Premises;
 - (vii) repair or replace all faulty lights, bulbs and tubes in the Premises; and
 - (viii) keep all drains within the Premises clear and free of debris.
- (b) In addition to the obligations contained in clause 5.4(a), the Tenant must, every five years during the Term and any Further Term and in any event on the expiration or sooner determination of this Lease, refurbish the Premises to a standard in keeping with the Building, including:
- (i) installing new finishes to internal walls and ceilings;
 - (ii) replacing carpet and floor coverings;
 - (iii) installing new signage and lighting; and
 - (iv) upgrading or updating the shop front.

Any refurbishment must be approved by the Landlord and completed promptly in accordance with the Landlord's reasonable requirements and the Operational Documents.

- (c) If the Tenant fails to do anything required under this clause, or make any payment required to be made by the Tenant under this clause, the Landlord may do so. Any amounts paid by the Landlord, or costs incurred by the Landlord in doing so, must be reimbursed by the Tenant to the Landlord and may be recovered by the Landlord as rent in arrears.

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- (d) Nothing in this clause will require the Tenant to:
- (i) repair damage caused by reasonable wear and tear, explosion, earthquake or other natural disasters, aircraft, civil commotion, fire, flood, storm, war or terrorism; or
 - (ii) undertake any capital or structural repair of the Landlord's Property in the Premises, or any structural defects in the Premises,

unless the repairs are necessary as a result of an act, default, misconduct, neglect, negligence or omission of any kind of the Tenant or the Tenant's Agents.

- (e) The Tenant must immediately notify the Landlord as soon as it becomes aware of any defect or want of repair, or damage or injury occurring in the Premises or Services, or any other circumstances likely to cause danger to any person or property in the Premises.

5.5 Cleaning

The Tenant must keep the Premises clean and tidy and must at its own cost engage professional cleaners for the regular daily cleaning of the Premises, both interior and exterior, and the Common Area immediately adjacent to the Premises.

5.6 Refuse

The Tenant must at its cost:

- (a) remove all waste material and rubbish from the Premises daily and store it in appropriate containers and receptacles stored in areas appointed by the Landlord; and
- (b) cause a professional waste management firm to regularly empty the containers and receptacles.

5.7 Alterations

- (a) The Tenant must not, without the prior approval of the Landlord, cut, deface, drill, mark or affix anything to the floor, floor coverings, ceilings, walls, windows or window furnishings of the Premises, or otherwise alter, or carry out any works, in the Premises.
- (b) The Landlord may not unreasonably withhold consent to any request for approval under clause 5.7(a), except to the extent that any proposed works would adversely affect the structure of or Services to the Building. The Landlord may impose reasonable conditions on any request for approval.
- (c) If the Tenant requests the Landlord's approval under clause 5.7(a), the Tenant must provide the Landlord with any details required by the Landlord, and following provision of all details required by the Landlord, the Landlord will consider the Tenant's request promptly.
- (d) The Tenant must ensure that any works carried out under this clause are carried out:
 - (i) in accordance with the Landlord's reasonable conditions notified under clause 5.7(a);
 - (ii) by appropriately qualified and insured contractors who are approved by the Landlord;
 - (iii) in a proper and workmanlike manner;
 - (iv) in a manner that does not cause damage, nuisance or inconvenience to the Landlord or any occupier of the Campus;

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- (v) according to all Laws and requirements of any Authority;
 - (vi) according to plans, specifications and schedules of finishes approved by the Landlord; and
 - (vii) according to the Landlord's reasonable requirements, the Operational Documents, any fitout guide or works specifications required by the Landlord from time to time.
- (e) The Tenant must pay the Landlord all costs incurred by the Landlord in considering the Tenant's request and the Tenant indemnifies the Landlord for any cost incurred as a result of the request, obtaining any consent associated with the request and carrying out any works resulting from an approval to the request.

5.8 Laws and Policies

Without limiting the Tenant's obligations under clause 22, the Tenant must:

- (a) comply with the rules and reasonable directions of the Landlord in relation to the operation, safety, use, occupation or management of the Premises;
- (b) comply with all Laws (including without limitation, the *University of the Sunshine Coast Act 1998* (Qld)) and requirements of any Authority Approval required or otherwise relating to this Lease, the Premises, the Tenant's use of the Premises, and the health and safety of people using the Premises;
- (c) comply with and any policies and procedures promulgated by the University (as varied or replaced), including but not limited to, the *Conduct on University Premises – Managerial Policy, Parking – Managerial Policy* and the *Conditions of Parking*;
- (d) not use the Common Areas and any facilities on the Campus for any purpose other than that for which they are designed and constructed;
- (e) align its waste streams with the Landlord's Campus-wide recycling program.

5.9 Use of Common Areas

- (a) In common with other persons authorised by the Landlord, the Tenant and the Tenant's Agents may use the Common Areas for the purposes for which they were designed or intended.
- (b) The Tenant must comply with all reasonable directions and rules given to it by the Landlord relating to conduct in the Common Areas from time to time.
- (c) The Tenant must not interfere with or impede other persons using the Common Areas nor will it permit any of the Tenant's Agents to do so.

5.10 Environmental Contamination

- (a) The Tenant is responsible for the presence of any Contaminant on, in or around the Premises caused or contributed to either by the Tenant or present as a result of the Tenant's use or occupation of the Premises.
- (b) On the earlier of:
 - (i) the discovery of any Contaminant on the Premises caused or contributed to by the Tenant or present as a result of the Tenant's use or occupation of the Premises; and

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(ii) the expiry or sooner determination of this Lease,

the Tenant must remediate the Premises and remove all Contaminants on the Premises caused or contributed to by the Tenant to the satisfaction of the Landlord and in accordance with the requirements of the relevant Laws and relevant Authority.

(c) The Tenant is responsible for and indemnifies and keeps indemnified the Landlord against all Claims suffered or incurred in relation to the presence of any Contaminant on, in or around the Premises caused or contributed to by the Tenant or present as a result of the Tenant's use or occupation of the Premises.

5.11 Emergency Evacuation Procedure and Drills

The Tenant must:

- (a) comply with all of the Landlord's requirements in relation to participation in emergency evacuation procedures and drills and ensure that its employees also participate in the procedures and drills; and
- (b) not make or permit any of its employees to make any Claim against the Landlord in connection with anything covered by this clause and the Tenant indemnifies the Landlord against any Claim arising from the emergency evacuation procedures or drills.

5.12 No Exclusive Use

The Tenant's right to conduct the Permitted Use is not exclusive to the Tenant and the Landlord may permit other persons to conduct similar uses or businesses in or from the Campus.

5.13 No Residential Use

The Premises (or any part of them) may not be used as sleeping quarters, lodging rooms or for any residential purposes.

5.14 Public Address System

The Tenant may not without the Landlord's consent operate or permit to be operated any public address system, radio, television, loudspeaker or similar thing so that it is heard outside the Premises.

5.15 No Smoking

The Tenant must not, and must not permit the Tenant's Agents to, smoke in the Building or on the Campus.

5.16 Tenant's Trading Name

The Tenant will not trade or operate from the Premises under any name other than a name approved by the Landlord (acting reasonably).

6. Risk, Indemnities and Insurances

6.1 Tenant's Risk

- (a) Unless otherwise specified, anything that the Tenant is required or permitted to do under this Lease, including the Tenant's occupation and use of the Premises and the Tenant's Property, is at the risk, cost and expense of the Tenant.

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- (b) The Landlord is not responsible to the Tenant for:
 - (i) any act, omission, neglect or default; or
 - (ii) any non-observance of any lease or other right of occupation,by any occupier of other premises in the Campus or any other person.

6.2 Indemnities

- (a) The Tenant:
 - (i) releases the Landlord from all Claims arising from any loss, damage, injury or death in the Premises, except to the extent caused by the gross negligence or wilful act or omission of the Landlord; and
 - (ii) indemnifies, and agrees to keep indemnified, the Landlord against all Claims that the Landlord suffers or incurs as a result of any act or omission of the Tenant (whether or not the act or omission of the Tenant constitutes a breach of the provisions of this Lease) or as a result of a defect in the Tenant's Property, including, where the Landlord has exercised a right to terminate this Lease or because the Tenant has repudiated this Lease costs and expenses the Landlord incurs in seeking a replacement tenant and granting a replacement lease (including any incentive(s) granted to a replacement tenant).
- (b) In this clause, "Landlord" includes the agents, contractors and employees of the Landlord.

6.3 Insurances

- (a) The Tenant must effect and keep current:
 - (i) plate glass insurance for the plate glass on the Premises, whether or not forming part of the external walls, for its replacement value;
 - (ii) public liability insurance for the Premises, for an amount not less than \$20 million in respect of any single claim;
 - (iii) a comprehensive policy in respect of the Tenant's Property for its full insurable value against all usual risks;
 - (iv) workers' compensation insurance in accordance with the *Workers' Compensation and Rehabilitation Act 2003* (Qld) for all workers of the Tenant; and
 - (v) any other form of insurance as the Landlord may reasonably require.
- (b) The insurance policies referred to in clause 6.3(a) (except for clause 6.3(a)(iv)) must:
 - (i) be effected with an insurance company approved by the Landlord;
 - (ii) be taken out in the name of the Tenant and note the interest of the Landlord (and any other person specified by the Landlord);
 - (iii) cover the risks and indemnities in clauses 6.1 and 6.2 above;
 - (iv) contain a clause to the effect that the insurer must notify the Landlord at least 30 days prior to the cancellation or non-renewal of such policies; and

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- (v) be copied to the Landlord on request.
- (c) The Tenant must not do anything to cause an increase in the insurance premiums for, or prejudice or render void or voidable, the policies referred to in clauses 6.3(a) and 6.3(b) or which may affect rights under any insurance or increase any insurance premiums payable in connection with the Premises, the Land, the Building or the Campus, or any property in them, including by:
 - (i) without the consent of the Landlord, storing or using in the Premises anything that is flammable, toxic or generally hazardous; or
 - (ii) failing to give the Landlord and insurers full and true information of all matters relevant to the policies that are known to the Tenant.

7. Landlord's Rights

7.1 Right of Entry

Subject always to Special Condition 23, the Landlord may, on reasonable notice (which is not required in emergencies), enter the Premises with any persons, materials or equipment required to:

- (a) inspect them and to ascertain their repair, condition and value or to determine if the Tenant is in breach of this Lease;
- (b) show them to prospective purchasers of the Premises;
- (c) during the last year of the Term, any holding over, or any period when the Tenant is in default under this Lease, show them to prospective tenants;
- (d) clean, install, maintain, or repair the Landlord's Property or the Services in or adjacent to the Premises;
- (e) carry out any maintenance and repairs or other works to the Premises; or
- (f) comply with any Laws and requirements of any permits, approvals or consents required from any Authority for which the Tenant is not liable under the Lease.

The Landlord must not interfere with the Tenant's use of the Premises more than is reasonably necessary when exercising its rights under this clause.

7.2 Right to Rectify

After giving the Tenant reasonable notice, the Landlord may do anything which the Tenant should have done under this Lease which the Tenant has not done, or which the Landlord reasonably considers has not been done properly, and recover the cost of it doing so from the Tenant. If under this clause, the Landlord elects to pay an amount that was payable by the Tenant under this Lease, the Landlord may also charge the Tenant daily interest on the payment at the Stipulated Rate.

7.3 Agents

The Landlord may appoint agents or others to exercise any of its rights or perform any of its duties under this Lease.

7.4 Rules for the Premises

- (a) The Landlord may make or vary rules that are consistent with this Lease in connection with the operation, use, management or occupation of the Premises or the Campus.

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- (b) The Tenant must at all times observe the rules made by the Landlord under clause 7.4(a).

7.5 Dealing with the Land

The Landlord may:

- (a) grant easements or any other rights over the Land; and
(b) may use any part of the Land not forming part of the Premises for any purpose.

7.6 Services, Works and Restrictions

Subject always to Special Condition 23, if the Landlord takes reasonable steps to minimise interference with the Tenant's business (which steps need not be taken in an emergency) the Landlord may:

- (a) install, operate, use, maintain, repair, alter, remove, replace and temporarily interrupt Services both inside and outside the Premises;
(b) carry out works on the Land or adjacent land, or in or outside the Building (including excavations, demolition, refurbishment and redevelopment);
(c) close or use the Common Areas; and
(d) restrict access to loading docks, pick-up and delivery areas and parking areas,

and the Tenant will not bring any Claim against the Landlord for exercising its rights under this clause and the Landlord will not be liable to the Tenant for any Claim arising from the exercise of its rights under this clause.

7.7 Development of Campus

Without prejudice to the Landlord's obligations under this Lease, the Tenant acknowledges that the Landlord has the right at any time to develop or redevelop any part of the Campus, including by constructing additional buildings which will or may share the Car Park and the Common Areas with the Premises, and the Tenant will not bring any Claim against the Landlord for exercising its rights under this clause and the Landlord will not be liable to the Tenant for any Claim arising from the exercise of its rights under this clause.

7.8 External Walls and Roof

The Landlord may use and deal with the external walls and roof of the Building for any purpose.

8. Transfers and Other Dealings

8.1 Dealings by Tenant

The Tenant must not assign, sublet, licence, mortgage, charge or otherwise deal with its interest in the Premises.

8.2 Corporate Tenant

If the Tenant is a corporation, other than a corporation whose shares are listed on the Australian Stock Exchange, any event that alters the effective control of 50% or more of the issued share capital or voting rights of the corporation is an assignment of the Lease.

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9. Default

9.1 Events of Default

The Tenant will be in default of this Lease if the Tenant:

- (a) fails to pay any money payable to the Landlord under this Lease whether formally demanded or not;
- (b) breaches a provision of this Lease (other than a provision referred to in clause 9.1(a)), and fails to remedy the breach within a reasonable time after receiving notice from the Landlord to do so;
- (c) being a natural person, becomes bankrupt;
- (d) being a corporation, becomes externally administered under the Laws relating to insolvency;
- (e) is a trustee and clause 10.2 applies; or
- (f) assigns its property for the benefit of creditors.

9.2 Consequences of Default

- (a) If the Tenant defaults and does not remedy the default when the Landlord requires it to do so, the Landlord may:
 - (i) re-enter and take possession of the Premises;
 - (ii) by notice to the Tenant, terminate this Lease;
 - (iii) by notice to the Tenant, convert the unexpired portion of the Term into a tenancy from month to month;
 - (iv) exercise any of its other legal rights; or
 - (v) recover from the Tenant or the Guarantors (if any) any loss suffered by the Landlord due to the Tenant's default,or any combination of the above.
- (b) If the Tenant repudiates this Lease or breaches an essential term of this Lease and the Landlord terminates this Lease, the Landlord may recover all money payable by the Tenant under this Lease up to the end of the Term. However, the Landlord must minimise its loss.
- (c) The essential terms are:
 - (i) to use the Premises for only the Permitted Use (clause 5.1);
 - (ii) to repair and maintain (clause 5.4);
 - (iii) the requirements for making alterations to the Premises (clause 5.7);
 - (iv) not to assign, sublet or deal with the Lease (clause 8.1); and
 - (v) the Tenant's obligations on the Expiry Date or earlier termination of this Lease (clause 11.1).

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- (d) The Landlord's entitlement to damages is not limited or affected if:
 - (i) the Tenant abandons the Premises;
 - (ii) the Landlord elects to re-enter the Premises or terminate this Lease;
 - (iii) the Landlord accepts the Tenant's repudiation; or
 - (iv) the parties' conduct constitutes or may constitute a surrender by operation of Law.
- (e) The Landlord may remedy any default by the Tenant and recover its costs of doing so from the Tenant as a liquidated debt.

9.3 Waiver

- (a) No waiver by the Landlord is effective unless it is in writing.
- (b) Despite the Landlord's knowledge at the time, a demand for money owing by the Tenant or the subsequent acceptance of money does not constitute a waiver of any earlier default by the Tenant.

9.4 Tender after Termination

Any money tendered by the Tenant after termination and accepted by the Landlord will be applied towards money owing under this Lease at the Landlord's discretion.

9.5 Interest on Overdue Money

The Landlord may charge daily interest to the Tenant on any late payment by the Tenant at the Stipulated Rate.

9.6 Power of Attorney

- (a) If the Landlord exercises the power referred to in clause 9.2(a), the Tenant irrevocably appoints the Landlord, or if the Landlord is a corporation the directors of the Landlord jointly and severally, to be the attorney of the Tenant to do any act, matter or thing required to register a signed transfer or surrender of the Lease.
- (b) At any time after the power to re-enter contained in this Lease has arisen (proof of which will be a statutory declaration of the Landlord or an officer of the Landlord) the attorney may sign and register a transfer or a surrender of this Lease or withdrawal of caveat.
- (c) The Tenant will ratify and confirm any lawful act of the attorney.
- (d) The Registrar of Titles is authorised to act upon the statutory declaration and to accept it as sufficient evidence of the termination of this Lease.

10. Trusts

10.1 Tenant as Trustee

If the Tenant is acting in the capacity of trustee of a trust at any time during the Term, the Tenant:

- (a) is liable under this Lease in its own capacity and as trustee; and
- (b) warrants to the Landlord that it has power to, and has obtained any consent or approval necessary for it to, enter into this Lease and to perform all the obligations imposed on it under this Lease.

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10.2 Default

A Tenant referred to in clause 10.1 will be in default of this Lease if, without the consent in writing of the Landlord:

- (a) the terms of the trust are altered in any way;
- (b) the trustee is removed or retires as trustee of the trust, or an application is made for the removal of the trustee or for any accounts to be taken or for any property or funds to be brought into court or administered by or under the control of a court;
- (c) any new or additional trustee is appointed;
- (d) any capital distribution is made to beneficiaries;
- (e) any resettlement of any trust fund or part of it or any transfer to another trust or trustee is made;
- (f) the Tenant is in default of its obligations in respect of the trust;
- (g) the right of the trustee to be indemnified from trust assets in respect of any liability is in any way prohibited or restricted, or prior to the satisfaction of all liability under this Lease, the Tenant personally or as trustee exercises a right of indemnification, lien or charge to which it is entitled in respect of the trust assets;
- (h) the vesting date or termination of the trust occurs or is accelerated; or
- (i) the trustee (otherwise than in the ordinary course of business, as empowered under the terms of the trust) incurs any debt, disposes of any property, lends money, gives a security over any trust assets, mixes trust assets, compromises any claim in relation to trust assets or parts with possession of trust assets.

10.3 Landlord as Trustee

- (a) This clause applies if the Landlord holds the Land as trustee of a trust. This clause overrides any inconsistent provision in this Lease and extends to the Landlord's obligations and liabilities in any way connected or related to this Lease.
- (b) For the purposes of this clause:
 - (i) **Trust** means the trust having the beneficial ownership of the Land; and
 - (ii) **Trust Deed** means the trust deed, and any amendments, creating the Trust.
- (c) The Landlord enters into this Lease as trustee of the Trust and in no other capacity. A liability arising under or in connection with this Lease may only be enforced against the Landlord only to the extent to which it can be satisfied out of property of the Trust out of which the Landlord is actually indemnified for the liability.
- (d) The parties other than the Landlord may not sue the Landlord in any capacity other than as trustee of the Trust including seeking the appointment of external administrators to the Landlord.
- (e) No external party appointed in accordance with this Lease has authority to act on behalf of the Landlord in a way which exposes the Landlord to any personal liability.
- (f) The Landlord is not obliged to do or refrain from doing anything under this Lease unless its liability is limited as set out above.

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11. Expiry or Termination

11.1 Tenant's Obligations

On the Expiry Date, or earlier termination of the Lease, the Tenant must:

- (a) vacate the Premises and leave the Premises in good repair and condition;
- (b) unless otherwise approved or required by the Landlord, remove all Tenant's Property from the Premises;
- (c) undertake all Make Good Works to the satisfaction of the Landlord;
- (d) repair any damage caused by the removal of the Tenant's Property or the Make Good Works to the satisfaction of the Landlord; and
- (e) return all keys, security passes and other access devices held by the Tenant or its employees.

11.2 Failure to Remove Tenant's Property

- (a) If the Tenant does not remove the Tenant's Property in accordance with clause 11.1, in addition to any other rights or remedies, the Landlord may elect to treat the Tenant's Property as being abandoned, in which case title to the property will pass to the Landlord and the Landlord may:
 - (i) deal with the property as it thinks fit without being liable to account to the Tenant; and
 - (ii) remove and store or otherwise deal with the property as it thinks fit and recover the cost of doing so together with a reasonable administration fee as a liquidated debt from the Tenant.
- (b) The Tenant must pay the Landlord on demand all costs and expenses incurred arising from clause 11.2(a).

12. Damage or Destruction

12.1 Effect of Damage or Destruction

Clause 12.2 applies if the:

- (a) Premises is damaged or destroyed, so that it is wholly or substantially unfit for use by the Tenant; and
- (b) Tenant or its employees have not caused or contributed to the damage or destruction of the Premises.

12.2 Termination

- (a) The Tenant may terminate this Lease by 30 days' notice to the Landlord unless, within three months of the event causing the damage or destruction, the Landlord reinstates the Premises or notifies the Tenant that the Premises will be reinstated.
- (b) The Landlord may terminate the Lease by 30 days' notice to the Tenant if the Landlord considers that the damage to the Premises renders it impractical or undesirable to reinstate the Premises.
- (c) No liability attaches to any party as a result of termination under clauses 12.2(a) or 12.2(b), but the termination does not affect either party's accrued rights before termination.

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- (d) Nothing in this Lease obliges the Landlord to reinstate the Premises. If the Landlord reinstates the Premises, the Landlord is entitled to change the design, fabric or dimensions to comply with the requirement of any Law or Authority.

13. Force Majeure

Where a party is prevented, hindered or delayed from performing one or more obligations under this Lease (other than an obligation to pay money) by an Event of Force Majeure, then:

- (a) that party shall be excused from performance of the relevant obligation(s) to the extent it is so prevented, hindered or delayed by the Event of Force Majeure until such time as the party is no longer prevented, hindered or delayed from performing the relevant obligation(s) by the Event of Force Majeure;
- (b) that party must immediately notify the other parties hereto in writing of such prevention, hindrance or delay and advise them of the likely effect of the relevant Event of Force Majeure and the period of time it is likely to apply;
- (c) that party must use all reasonable endeavours to minimise the effect of the said Event of Force Majeure and otherwise to bring it to an end; and
- (d) that party shall not be released from performing any other Obligations under this Lease which are not so prevented, hindered or delayed by the Event of Force Majeure by the due date for performance.

14. Resumption

The Landlord may terminate this Lease by six months' notice to the Tenant if the whole or any part of the Premises, Campus or Land is resumed by an Authority and:

- (a) the Lease will terminate at the expiry of the notice period;
- (b) the Tenant will vacate the Premises by the termination date;
- (c) the parties will sign all reasonably necessary documents to surrender the Lease and allow for it to be removed from any register (failing which the provisions of clauses 9.2 and 9.6 apply); and
- (d) the Tenant has no Claim against the Landlord for the termination but retains its rights for any accrued breaches.

15. Conversion of Title and Other Dealings

15.1 Conversion of Title

- (a) The Landlord may enter into any dealing (**New Dealing**) as follows:
- (i) convert the title of the Campus or any part of it under any statute;
- (ii) grant a lease (including a head lease or concurrent lease) of the Campus or any part of it to any person; or
- (iii) do any combination of those things.
- (b) The Tenant must within 14 days of written request by the Landlord, procure the discharge of any dealing (whether registered or not) lodged by or on behalf of the Tenant in respect of the Campus

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that may have the effect of prohibiting or hindering registration of the New Dealing. Any discharge must take effect on or before the date of registration of the New Dealing (**Date of Registration**).

- (c) The Tenant must also contemporaneously sign and deliver to the Landlord a new lease or sublease, as the case may be (**New Lease**) of the Premises for the Term and all other documents that the Landlord may reasonably require (including a surrender of this Lease) to facilitate the stamping and registration of the New Dealing and any discharge or New Lease, as the case may be. The Landlord must also promptly sign the documents upon receipt of them from the Tenant.
- (d) The New Lease must be prepared by and at the cost of the Landlord and must contain the same terms and conditions as this Lease together with any modifications that the Landlord may reasonably require because of the changed circumstances. The Landlord must pay the Tenant's reasonable legal costs, stamp duty and registration fees for any surrender and the New Lease.
- (e) The New Lease must commence on the Date of Registration.

15.2 Other Dealings

- (a) The Landlord may, in respect of the Premises, the Common Areas and Car Parks of the Campus, or any part of them, at any time in the Landlord's discretion:
 - (i) construct, maintain and operate lighting facilities and landscaping facilities;
 - (ii) construct new Car Parks, including surface, underground, elevated or stacked Car Parks;
 - (iii) increase or decrease the size, location or number of Car Parks and Common Areas, change their composition or arrangement, change their means or direction of access and egress;
 - (iv) close them in whole or in part, temporarily or permanently if the Landlord considers, in its sole discretion, it is necessary or desirable to do so;
 - (v) construct buildings or improvements on the Common Areas and Car Parks; or
 - (vi) do anything else which the Landlord thinks is necessary or appropriate for the management, promotion or operation of the Campus and the Tenant may not make any Claims against the Landlord.
- (b) The Landlord may increase or decrease the size of, alter or reconstruct the Campus or any part of it.

16. Bank Guarantee

- (a) The Tenant must provide the Landlord with the Bank Guarantee prior to entering into possession of the Premises, and must keep the Bank Guarantee current and enforceable at all times.
- (b) The Bank Guarantee is provided as security for the due and punctual observance of all the terms, covenants and obligations of the Tenant under the Lease.
- (c) If the Tenant fails to duly and punctually observe or perform any of the terms, covenants or obligations under the Lease or the Landlord believes (in good faith) that it has an entitlement to claim on the Bank Guarantee, the Landlord may (without notice to the Tenant) call up or appropriate, as the case may be, and apply the Bank Guarantee or so much of it as the Landlord considers necessary, to compensate the Landlord for any loss or damage suffered or likely to be suffered by the Landlord as a result of the Tenant's breach. Any appropriation by the Landlord does not waive the Tenant's breach and will not prejudice any rights of the Landlord. For clarity, it is not a precondition to the exercise of the Landlord's rights under this clause that a court determines whether an actual breach of this Lease has occurred.

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- (d) On each Review Date under this Lease, the Tenant must provide a replacement Bank Guarantee or an additional Bank Guarantee so that the amount of the Bank Guarantee(s) is increased in the same proportion as any increase in rental arising from a review of the Rent. The replacement or additional Bank Guarantee must be delivered by the Tenant to the Landlord within 14 days of final determination of the rent review, and will thereafter be held by the Landlord for the purposes above.
- (e) The Tenant must immediately on demand reinstate any part of the Bank Guarantee applied by the Landlord pursuant to clause 16(c). This clause survives the Expiry Date or termination of the Lease.
- (f) If the Landlord sells the Land and the Bank Guarantee is not assignable, then the Tenant will, in accordance with the Landlord's request and at the Tenant's cost, provide a replacement bank guarantee in favour of the purchaser of the Land, and in exchange for that replacement bank guarantee the Landlord will return to the Tenant the Bank Guarantee previously held by the Landlord. If the Tenant does not do so, the Landlord may call up the Bank Guarantee and give the proceeds to the purchaser of the Land to hold on the same basis as the Bank Guarantee.
- (g) The Landlord may, at its sole discretion, elect to accept a cash security deposit in lieu of the Bank Guarantee, in which case this clause 16 shall, so far as is practicable, be read and construed on the basis that references to "Bank Guarantee" are to the security deposit.
- (h) This clause 16 survives the Expiry Date or termination of the Lease.

17. General

17.1 Exclusion of Implied Covenants and Powers

The following statutory provisions do not apply to and are not implied in this Lease:

- (a) sections 105, 107 and 109 of the *Property Law Act 1974* (Qld); and
- (b) to the full extent permitted by Law, any legislation that reduces an obligation of the Tenant or a Guarantor under this Lease, or that adversely affects the Landlord's exercise of a right or remedy under this Lease.

17.2 Notices

- (a) Any notice or other communication to a party under this Lease:
 - (i) must be in writing;
 - (ii) is sufficiently served if delivered personally, sent by prepaid mail, or sent by facsimile transmission to the recipient at the address or the facsimile number appearing in the Reference Schedule for the recipient, or such other address or facsimile number as the recipient may have notified to the sender;
 - (iii) is deemed to be received:
 - (A) if delivered personally, on the date of delivery;
 - (B) if sent by prepaid post, three Business Days after posting; or
 - (C) if sent by email transmission, upon the sender receiving a report on its server indicating that the email has been successfully sent to the recipient's email address for service; and

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- (iv) if served on a day which is not a Business Day, or after 5 pm, is deemed to be served on the next Business Day.
- (b) Any notice or other communication served by the Landlord is valid and effective if:
 - (i) signed by the Landlord, an attorney or solicitor of the Landlord, or if the Landlord is a corporation, if given under the common seal of the Landlord or signed by a director, company secretary or authorised officer of the Landlord; and
 - (ii) where the party to be served with the notice or communication comprises more than one person, the notice or communication is served in accordance with clause 17.2(a) on any one of those persons.
- (c) Any notice or other communication served by the Tenant must be signed by the Tenant, or if the Tenant is a corporation, must be given under the common seal of the Tenant.

17.3 Waiver

- (a) No waiver by the Landlord is effective unless it is in writing.
- (b) A failure or delay in exercise, or partial exercise, of a right, power, authority, discretion or remedy arising from a breach of or default under this Lease, does not result in a waiver of that right, power, authority, discretion or remedy.
- (c) A party is not entitled to rely on a delay in the exercise or non-exercise of a right, power, authority, discretion or remedy arising from a breach of this Lease or default under this Lease as constituting a waiver of that right, power, authority, discretion or remedy.

17.4 Severability

If any part of this document is, or becomes, legally invalid or unenforceable, the remainder of this document subsists and remains enforceable.

17.5 Entire Understanding

This document contains the entire agreement between the parties. All representations or agreements, whether oral or in writing made prior to the date of this document and relating to any matter dealt with in this document are merged in this document and do not have any effect from the date of this document.

17.6 Effect of Execution

- (a) Each Tenant and Guarantor is bound by this Lease even if this Lease is not registered.
- (b) This Lease is a deed, even if it is not registered.

17.7 Governing Law

- (a) This document is governed by the Law of Queensland.
- (b) Each party irrevocably submits to the non-exclusive jurisdiction of the courts of Queensland and waives any objection to the venue of any legal process on the basis that the process has been brought in any inconvenient forum.

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17.8 Landlord's Consent

Unless otherwise stated if the Landlord's consent or approval is required:

- (a) the Landlord must consider the request promptly;
- (b) the Landlord may require the Tenant to comply with costs before giving consent; and
- (c) is not effective unless in writing.

17.9 PPSA Further Assurances

- (a) The Tenant acknowledges that:
 - (i) this Lease creates or may create a Security Interest in certain items of the Landlord's Property and the Tenant's Property for the purposes of the PPSA; and
 - (ii) the Landlord may register a financing statement in respect of that Security Interest on the Personal Property Securities Register.
- (b) The Tenant must do everything the Landlord reasonably requires to give full effect to this Lease including, in relation to any Security Interest in favour of the Landlord, and anything necessary for the purposes of enforcing, perfecting, registering, and exercising rights in connection with that Security Interest.
- (c) The Landlord need not give the Tenant any verification statement (or any other notice or statement of any kind under any provision of the PPSA) unless the notice is required by the PPSA and cannot be excluded.
- (d) Neither party is permitted to disclose any information of the kind described in section 275(1) of the PPSA, unless section 275(7) of the PPSA applies.
- (e) The Landlord and Tenant contract out of the Landlord's obligation to dispose of or retain collateral under section 125 of the PPSA.
- (f) The Tenant agrees not to register or allow, including for the purposes of the PPSA, any Security Interest over the Landlord's Property or any cash payment provided pursuant to clause 16.

17.10 Access Cards

The Tenant must:

- (a) use all access cards provided by the Landlord for access to the Premises and the Building in accordance with the Landlord's directions;
- (b) keep an accurate record of all holders of such access cards, and where permitted at Law, provide a copy of that record to the Landlord upon request; and
- (c) pay the Landlord the cost of providing any additional or replacement access card requested by the Tenant.

17.11 Lease Registration

The Landlord will attend to registration of the Lease at the Landlord's cost, including to procure a lease plan in registrable form and to lodge and register the Lease for registration. The Tenant hereby authorises and directs the Landlord to amend or complete this Lease as required for registration purposes.

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18. Building Works

18.1 Definitions

In this clause:

Building Works means any works to extend and upgrade the Building or the Campus, including without limitation, upgrade of any malls, car parks, entries, signage, public amenities, external facades and other common areas, that have been or are to be carried out by the Landlord at its cost from time to time during the Term.

Landlord's Builder means the builder or builders appointed by the Landlord from time to time to undertake Building Works.

Site Requirements means all reasonable directions or instructions from time to time given by the Landlord or the Landlord's Builder in relation to any Building Works and any works undertaken or to be undertaken by the Tenant pursuant to this Lease, including without limitation, any directions or instructions concerning policies and procedures on safety and any directions or instructions concerning industrial matters.

18.2 Landlord's Building Works

- (a) The Landlord is continually reviewing the layout and use of the Campus and may, subject to obtaining approvals from all relevant Authorities, carry out Building Works, during the Term and while the Tenant may be occupying the Premises.
- (b) If the Landlord carries out Building Works, it must ensure that they are completed:
 - (i) generally in accordance with all approvals obtained from the relevant Authorities for them; and
 - (ii) in a proper and workmanlike manner.
- (c) The Landlord may, subject to obtaining approvals from all relevant Authorities, make any changes to any plans which the Landlord may submit or may have submitted to the Tenant for any Building Works, including:
 - (i) erecting additional buildings or omitting any proposed building or structure (other than the Premises);
 - (ii) re-arranging traffic patterns and parking;
 - (iii) altering the size, shape or dimensions of any structures in the Building including mall areas; or
 - (iv) using alternative but not inferior materials,but in making changes, the Landlord must not:
 - (v) reduce the car parking facilities below those required by the relevant local Authority; or
 - (vi) materially reduce the Services provided to the Premises.

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18.3 Acknowledgement

The Tenant acknowledges that after the Commencement Date:

- (a) there may be some disruption caused to the Tenant by the Building Works or tenants in premises in the vicinity of the Premises completing their fitout works; and
- (b) the Landlord may still be carrying out Building Works or works elsewhere in the Campus.

18.4 No Claim

To the fullest extent permissible at Law, the Tenant may not:

- (a) make any Claim against the Landlord;
- (b) rescind or terminate this Lease; or
- (c) make any adjustment to the Rent or other monies payable under this Lease,

because:

- (d) changes are made to the plans for any Building Works;
- (e) the Landlord is doing Building Works or other works in the Campus;
- (f) there is an interruption to or failure in the supply of a Service or a malfunction or breakdown of plant, machinery or equipment in the Campus;
- (g) of the Site Requirements or the Tenant's obligation to comply with them; or
- (h) the Tenant suffers loss (including loss of trade or profits) or damage as a result of the Landlord or any tenant in premises in the vicinity of the Premises carrying out any Building Works,

provided that nothing in this clause limits the Tenant's right to claim damages from the Landlord where the Tenant suffers loss or damage to the Tenant's property because of the negligent act or omission of the Landlord in carrying out any Building Works.

18.5 Site Requirements

While any Building Works are in progress (and for so long as the Landlord may reasonably require after the completion of those Building Works) the Tenant will comply with the Site Requirements. The Tenant must ensure that any contractor of the Tenant also complies with any Site Requirement during that period.

19. Confidentiality

19.1 Parties' obligations

Each party must:

- (a) keep the Confidential Information of the other party confidential;
- (b) keep the Confidential Information of the other party secure;
- (c) not use or copy the Confidential Information of the other party for any purpose other than to perform that party's obligations or exercise that party's rights under this Lease;

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- (d) only allow access to the Confidential Information of the other party to the officers, employees and agents of that party, and to its contractors, related bodies corporate and affiliates (as relevant), who have a need to know the Confidential Information for the purposes of this Lease only and who are bound by obligations of confidence to that party to at least the standard contemplated under this clause;
- (e) not disclose the Confidential Information of the other party to any third party (other than with the other party's prior written consent); and
- (f) not use the Confidential Information of the other party to the disadvantage of that other party.

19.2 Exception

The obligations of confidence contemplated by this clause do not apply in relation to Confidential Information of another party to the extent that the Confidential Information is required to be disclosed under applicable law, but only if the disclosing party has given the other party all available notice to enable the other party to attempt to remove that requirement and the disclosing party only discloses the minimum information required. For the avoidance of doubt the Landlord will not be in breach of this clause by registering or lodging this Lease for registration with the Queensland Titles Registry.

19.3 Relief

Each party acknowledges and agrees that:

- (a) a breach of this clause in relation to another party's Confidential Information, may result in the other party suffering loss or damage as a result of that breach for which monetary remedies would not be adequate; and
- (b) if that party breaches, attempts to breach or threatens to breach this clause in relation to another party's Confidential Information, then that other party may, without waiving any of its other rights or remedies, seek injunctive relief including an injunction restraining that party from committing any breach of this Lease without the necessity of proving that any actual loss or damage has been sustained or is likely to be sustained by that party.

19.4 No Merger

This clause survives the expiration or termination of this Lease.

20. Privacy

20.1 Tenant to comply

The Tenant agrees to be bound by Applicable Privacy Law with respect to any act done or practice engaged in at the Premises and for the avoidance of doubt will comply with Applicable Privacy Law as if any exemption under s7(B)(5) of the *Privacy Act 1988* (Cth) did not apply.

20.2 Tenant's further obligations

Without limiting clause 20.1, the Tenant must:

- (a) immediately notify the Landlord:
 - (i) if it will need to take any action in relation to mandatory data breach notification requirements under any Applicable Privacy Laws;
 - (ii) upon becoming aware of any breach of this clause 20; or

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- (iii) upon becoming aware of or reasonably suspecting any unauthorised access, use, modification, disclosure or other misuse or loss of any Personal Information collected or accessed in connection with the use of the Premises; comply with, and assist the Landlord to comply with, any mandatory data breach notification requirements under Applicable Privacy Laws;
- (c) take such action and cooperate fully with the Landlord to investigate and mitigate the consequences of a breach, or suspected breach pursuant to 20.2(a)(i) or 20.2(a)(iii), including as required by Applicable Privacy Laws;
- (d) in the case of Personal Information of individuals resident in jurisdictions providing data subject rights, assist the Landlord to comply with the exercise by the individual of those data subject rights; and
- (e) fully cooperate with the Landlord to enable the Landlord to respond to applications for access to, or amendment of, a document containing an individual's Personal Information and to privacy complaints.

20.3 No Merger

This clause survives the expiration or termination of this Lease.

21. University Data and Systems

21.1 Data

The Landlord may provide the Tenant with, or coordinate access to, Personal Information and Records (together, **Landlord Data**). The Tenant agrees that it may only process, store or host Landlord Data within Australia and to that end, the Tenant shall ensure that all Landlord Data is processed, stored and hosted only in Australia and will ensure the Tenant retains effective control over how Landlord Data (including any Personal Information) is handled and stored.

21.2 Procedures

The Tenant must establish and maintain environmental, safety and facility procedures, data security procedures and other safeguards to protect Landlord Data from destruction, loss and unauthorised access or alteration which procedures are industry standard (as determined by the Landlord acting reasonably). These obligations will continue both during the term of this Lease and for any applicable period after the expiry or termination of this Lease during which the Tenant continues to hold any Landlord Data.

21.3 Further obligations.

The Tenant shall ensure Landlord Data is used only for the purposes of the Permitted Use and that it does not do anything which may negatively affect any rights or obligations the Landlord has in regard to the Landlord Data and further, to the extent the Tenant holds any Landlord Data, the Tenant shall provide the Landlord with reasonable access to the Landlord Data.

21.4 End of Lease

Following the expiry or termination of this Lease, the Tenant will continue to store the Landlord Data in accordance with this clause 21 and subject to prevailing laws, will on the Landlord's written request, promptly retrieve and migrate the Landlord Data (in such format as the Landlord shall reasonably require) to the Landlord. If the Landlord does not request return of the Landlord Data before the date that is twelve (12) months from the expiry or termination of this Lease, subject to prevailing laws, the Landlord Data will be destroyed or securely erased.

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21.5 Landlord's IT System

Without limiting any of the Tenant's other obligations under this Lease in relation to Landlord Data, the Tenant will ensure that it complies with appropriate industry practices and standards in respect of any of Landlord's physical and computing environment, including hardware, software, equipment, network facilities and any other resources and facilities (as applicable) that the Tenant may come into contact or use (**Landlord's IT System**) to ensure the Tenant's actions do not impact the security and/or operation of the Landlord's IT System. In that regard, the Tenant shall only access and use that part of the Landlord's IT System for which the Tenant has been authorised by the Landlord in writing. The Tenant may not tamper with, hinder the operation of or make unauthorized modifications to the Landlord's IT System or maliciously or negligently introduce any harmful code to the Landlord's IT System.

21.6 Tenant Data Security Safeguards

The Tenant must maintain appropriate administrative, physical, and technical processes and safeguards to secure its systems and software, to the extent reasonably appropriate, the Landlord's IT System, and the Landlord Data from unauthorised access, disclosure, alteration, and use.

21.7 Tenant to Notify

The Tenant must notify the Landlord in writing, as soon as practicable, if it suffers any actual security breach (or becomes aware of a credible threat of a security breach) which may in any way affect or threaten to affect (or have the potential to affect or threaten to affect) the Landlord's IT System and/or the Landlord Data.

21.8 No Merger

This clause survives the expiration or termination of this Lease.

22. Policies and Procedures

22.1 Tenant to comply

The Tenant will, and will ensure that the Tenant's Agents will, when using the Premises or on the Land, avoid unnecessary interference with the Landlord's functions and activities, strictly comply with all reasonable directions and procedures including those relating to security, access to the Landlord's IT System and use of the Landlord's Data, its equipment or other resources, and workplace health and safety which are in effect at the Premises and will comply with the *University of the Sunshine Coast Act 1998* (Qld) and any policies or procedures promulgated by the Landlord (copies of which can be provided to the Tenant on request) including but not limited to:

- (a) Conduct on University Premises – Managerial Policy,
- (b) Parking – Managerial Policy and the Conditions of Parking,
- (c) Acceptable Use of ICT Resources - Governing Policy,
- (d) ICT Access Control – Operational Policy,
- (e) ICT Security – Operational Policy,

as varied or replaced.

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Special Conditions Schedule

23. Water Services

23.1 Definitions

In this clause 23, the following terms have the meanings set out below:

Water Services Area means the area shown approximately in the diagram in Annexure A and which houses the Water Services Equipment.

Water Services Equipment means all chilled water equipment including water pipes, valves, appurtenances and equipment within the Water Services Area.

23.2 Acknowledgement

The Tenant acknowledges that the Premises contains the Water Services Area which houses critical infrastructure comprising the Water Services Equipment

23.3 No Access or Interference

The Tenant covenants with the Landlord that neither the Tenant nor any of the Tenant's Associates will access the Water Services Area or interfere with the Water Services Equipment.

23.4 Landlord may Access

Notwithstanding any other provision of this Lease, the Landlord reserves the right to access the Water Services Area without notice to the Tenant at any time of the day or night where required to inspect, repair, maintain, alter or replace the Water Services Equipment. The Tenant may not make any Claim against the Landlord or the Landlord's Associates in respect of any such access.

24. Master Collaboration Agreement

24.1 Acknowledgement

The Landlord and the Tenant acknowledge and agree that the Master Collaboration Agreement is critical to the parties' continuing commercial and collaborative agreement in respect to the furtherance of the MCA Objectives from the Premises.

24.2 Termination Right

If the Master Collaboration Agreement is validly terminated or determined for any reason before the end of the Term, either party may, by not less than [one] month's notice in writing to the other, terminate this Lease, upon the expiry of which:

- (a) this Lease will be at an end;
- (b) the Tenant must deliver up the Premises in accordance with the terms of this Lease.

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25. Premises Fitout

25.1 Tenant to Fitout

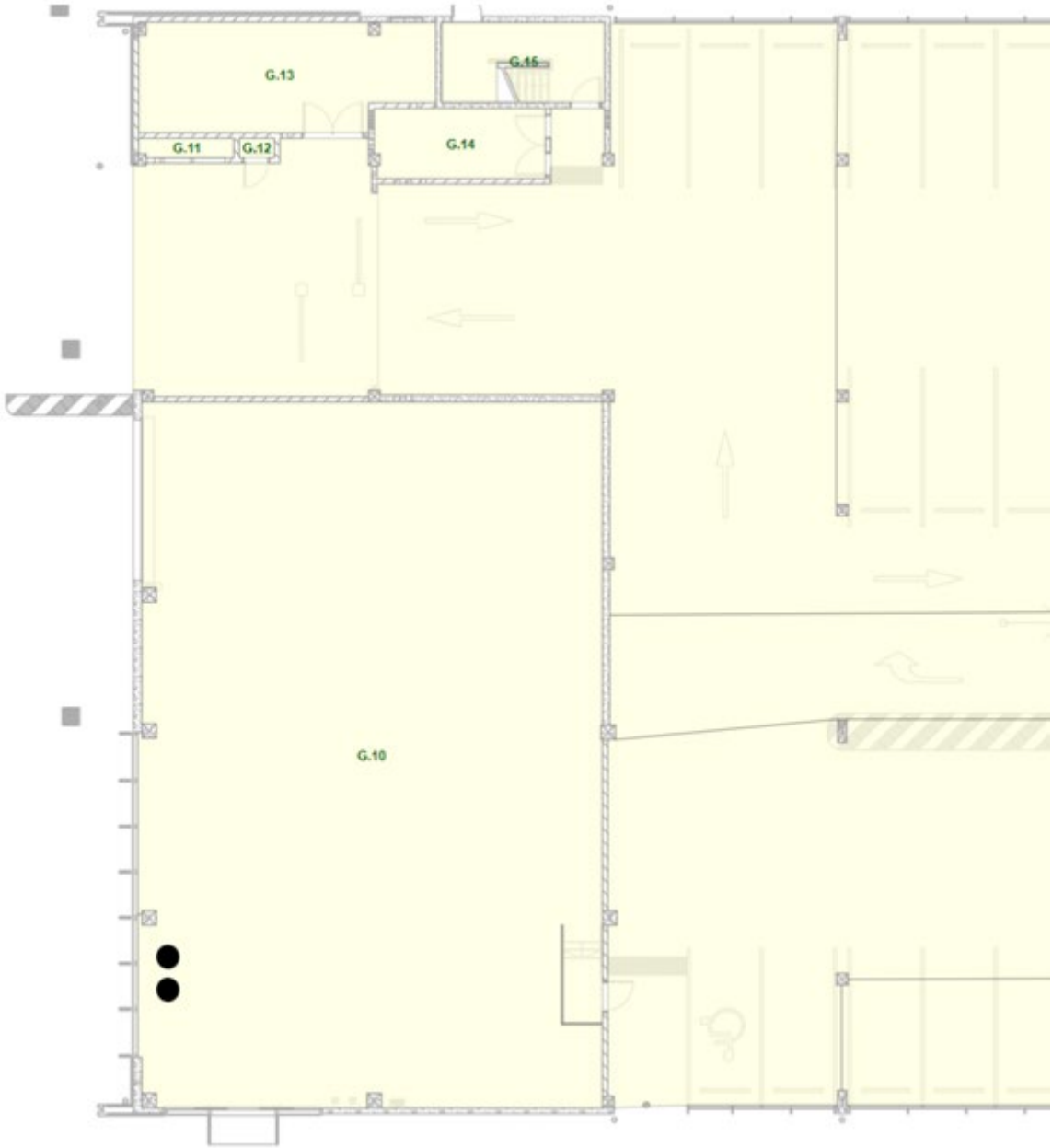
The Tenant covenants and agrees with the Landlord as follows:

- (a) The Tenant has inspected and accepts the Premises (including the Services to the Premises) in the state and condition existing at the Commencement Date;
- (b) The Tenant is responsible for undertaking its own fitout of the Premises at the Tenant's cost (and the Landlord is not required to contribute to that cost) (**Tenancy Fitout**);
- (c) The Tenancy Fitout must be carried out in accordance with clause 5.7.
- (d) The Landlord may require the Tenant to remove the Tenancy Fitout (or any part of it) and reinstate the Premises as part of the Tenant's Make Good Works.

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Annexure A Water Services Area

The Water Services Area is indicated by the two black circles on the left-hand side of the below floor plan in Room G.10.



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Annexure B Plan of the Premises

BUILDING A2

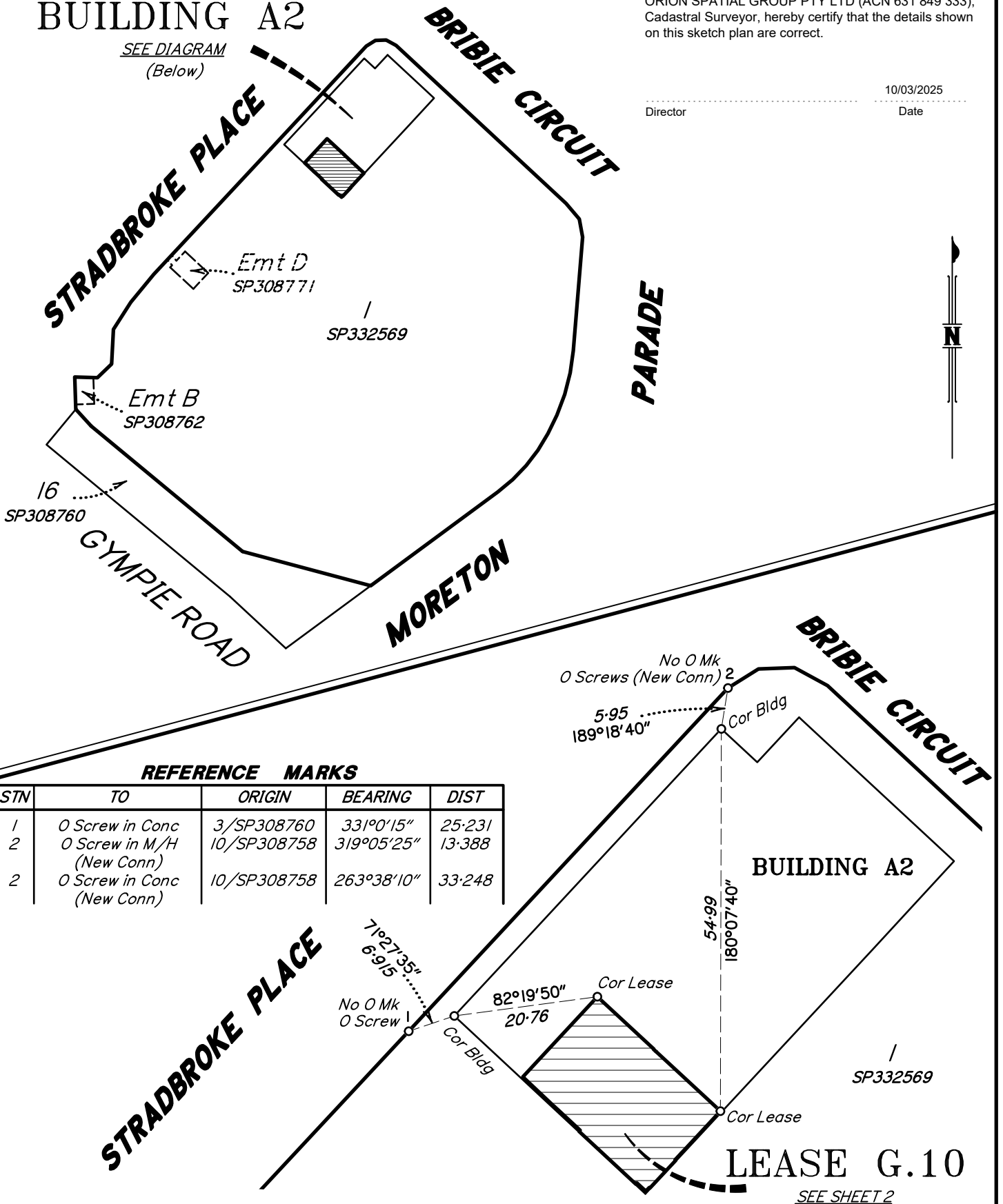
SEE DIAGRAM
(Below)

ORION SPATIAL GROUP PTY LTD (ACN 631 849 333),
Cadastral Surveyor, hereby certify that the details shown
on this sketch plan are correct.

10/03/2025

Director

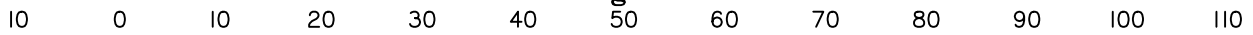
Date



REFERENCE MARKS

STN	TO	ORIGIN	BEARING	DIST
1	O Screw in Conc	3/SP308760	331°0'15"	25.231
2	O Screw in M/H (New Conn)	10/SP308758	319°05'25"	13.388
2	O Screw in Conc (New Conn)	10/SP308758	263°38'10"	33.248

Scale 1:750 – Lengths are in metres.



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PLAN FOR LEASE PURPOSES
LEASE G.10
BEING PART OF THE GROUND FLOOR OF
BUILDING A2 IN LOT 1 ON SP332569

Plan Number: S-3059-001-A

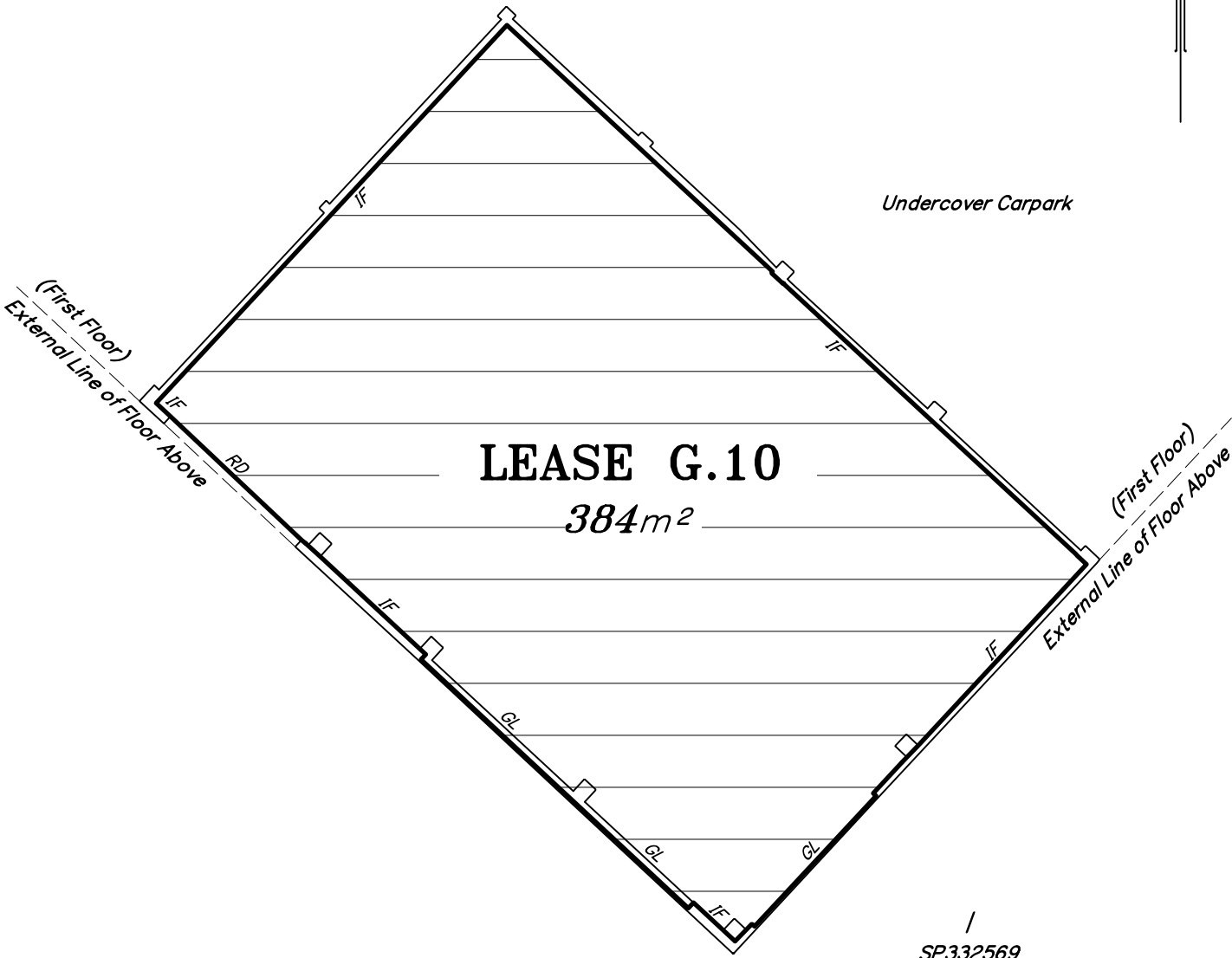
Sheet Number: 1 of 2

Scale: 1 : 750
Date: 10/03/25
Title Ref: 51342678
Locality: Petrie
L.G: Moreton Bay
Checked By: DNH

BUILDING A2



Undercover Carpark



/
SP332569

Legend

- GL - denotes measurement to glass line
- IF - denotes measurement to internal face of wall
- RD - denotes measurement to roller door

Scale 1:200 – Lengths are in metres.



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PLAN FOR LEASE PURPOSES
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