

Form: 07L
Release: 4-4

LEASE

New South Wales
Real Property Act 1900



PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar to use the information provided by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

STAMP DUTY

Office of State Revenue use only

(A) TORRENS TITLE

Property leased /SP64025

(B) LODGED BY

Document Collection Box 1W	Name, Address or DX, Telephone, and Customer Account Number if any Le Page Lawyers P O Box A94 SYDNEY SOUTH NSW 1235 Reference: 20110000	CODE L
	Ph: 9264 0052	

(C) LESSOR

--

The lessor leases to the lessee the property referred to above.

(D) Encumbrances (if applicable):

(E) LESSEE

QUEST ROSE HILL PTY LTD (ACN 087 887 974) 8 Hope Street ROSEHILL NSW 2142
TENANCY:

- (F)
- (G) 1. TERM Five (5) years OFF L - 7603-11
 2. COMMENCING DATE 22/02/2016
 3. TERMINATING DATE 21/02/2021
 4. With an OPTION TO RENEW for a period of One (1) further term of Five (5) years duration set out in clause 15 of Annexure A
 5. With an OPTION TO PURCHASE set out in clause N.A. of N.A.
 6. Together with and reserving the RIGHTS set out in ~~clause~~ of Annexure A
 7. Incorporates the provisions or additional material set out in ANNEXURE(S) "A" "A1" "A2" "A3" hereto.
 8. Incorporates the provisions set out in N.A.
 No. N.A.
 9. The RENT is set out in N.A. No. N.A. of N/A

OFF L

CT Prod
425P 15/4/16
Foc L

DATE

(H) I certify I am an eligible witness and that the lessor signed this dealing in my presence. [See note* below].

Certified correct for the purposes of the Real Property Act 1900 by the lessor.

Signature of witness:

Signature of lessor:

Name of witness:

Address of witness:

Certified correct for the purposes of the Real Property Act 1900 by the company named below the common seal of which was affixed pursuant to the authority specified and in the presence of the authorised person(s) whose signature(s) appear(s) below.

Company:

Authority:

Signature of authorised person:

Spencer Bailey

Signature of authorised person:

Premalatha

Name of authorised person:

SPENCER BAILEY
DIRECTOR

Name of authorised person:

Premalatha Rajaratnam
Secretary

Office held:

Office held:

(I) STATUTORY DECLARATION*

I

solemnly and sincerely declare that—

1. The time for the exercise of option to _____ in expired lease No. _____ has ended; and
2. The lessee under that lease has not exercised the option.

I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act 1900.

Made and subscribed at _____

in the State of New South Wales

on _____

in the presence of _____

of _____

Justice of the Peace (J.P. Number: _____)

Practising Solicitor

Other qualified witness [specify] _____

who certifies the following matters concerning the making of this statutory declaration by the person who made it:

1. I saw the face of the person OR I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had a special justification for not removing the covering; and
2. I have known the person for at least 12 months OR I have confirmed the person's identity using an identification document and the document I relied on was a _____ [Omit ID No.]

Signature of witness:

Signature of applicant:

* As the services of a qualified witness cannot be provided at lodgment, the declaration should be signed and witnessed prior to lodgment. # If made outside NSW, cross out the witness certification. If made in NSW, cross out the text which does not apply.

CONTENTS

- 1 DEFINITIONS AND INTERPRETATIONS
- 2 PAYMENTS OF THE RENTAL AND OUTGOINGS
 - 2.1 The Rental
 - 2.2 The Tenant's Outgoings
 - 2.3 The Landlord's Outgoings
- 3 INSURANCE
 - 3.1 The Tenant's Insurance Obligations
 - 3.2 Joint Insurance
 - 3.3 Owners Corporation Insurance Obligations
 - 3.4 The Landlord's Insurance Obligation
 - 3.5 Reinstatement
 - 3.6 Further Covenants
- 4 THE TENANT'S GENERAL NEGATIVE COVENANTS
 - 4.1 Use of the Premises
 - 4.2 Nuisance
- 5 THE TENANT'S GENERAL POSITIVE COVENANTS
 - 5.1 Management
- 6 THE LANDLORD'S COVENANTS
 - 6.1 The Landlord's General Covenants
 - 6.2 Landlord's Repair, Maintenance and Replacement obligations at the end of each Term
- 7 MUTUAL COVENANTS
 - 7.1 Signage
 - 7.2 Holding Over
 - 7.3 Interest
 - 7.4 Legal Costs and Expenses
 - 7.5 Reletting by the Landlord
 - 7.6 Sale by the Landlord
 - 7.7 Consent by the Landlord
 - 7.8 Non-Waiver
 - 7.9 Registration
- 8 ASSIGNMENT
 - 8.1 Assignment of Lease
 - 8.2 Guarantees
- 9 OWNERSHIP OF THE CONTENTS
 - 9.1 Initial Ownership of the Contents
 - 9.2 Assignment of Warranties
 - 9.3 Replacement of the Contents
 - 9.4 Tenant's Option to Acquire Contents
- 10 OWNERSHIP OF THE COMMON FURNISHINGS AND FITTINGS
 - 10.1 Initial Ownership of the Common Furnishings and Fittings
 - 10.2 Assignment of Warranties
 - 10.3 Replacement of the Contents
- 11 REPAIR, MAINTENANCE AND REPLACEMENT OF THE CONTENTS AND THE COMMON FURNISHINGS AND FITTINGS
 - 11.1 Repair, Maintenance and Replacement at the expense of the Tenant

- 11.2 Repair, Maintenance and Replacement at the expense of the Owners Corporation
- 11.3 Capital Repair and Replacement at the expense of the Landlord
- 11.4 Tenant to indemnify Landlord and Owners Corporation
- 11.5 Insurance to indemnify Tenant where available

- 12 DAMAGE, DESTRUCTION AND SUSPENSION OF SERVICES
 - 12.1 Damage and Destruction
 - 12.2 Failure of the Landlord to Comply
 - 12.3 Failure of the Landlord and Tenant to Reach Agreement
 - 12.4 Use of Insurance Monies
 - 12.5 Termination on Damage or Destruction
 - 12.6 Suspension of Services

- 13 ATTORNEY

- 14 SALE OF THE PREMISES BY THE LANDLORD

- 15 OPTION FOR RENEWAL FOR EACH OF THE FURTHER TERMS
 - 15.1 The First Further Term

- 16 DEFAULT AND TERMINATION
 - 16.1 Default of the Tenant
 - 16.2 Conditions On Termination

- 17 CONDITIONS ON TERMINATION

- 18 GOODS & SERVICES TAX
 - 18.1 Tenant must pay GST
 - 18.2 Tenant must pay GST at same time
 - 18.3 Prices do not include GST
 - 18.4 Apportionment of GST
 - 18.5 Documentation
 - 18.6 GST Payable by the Tenant

- 19 ESSENTIAL TERMS

- 20 ENTIRE UNDERSTANDING

- 21 SEVERABILITY

- 22 NOTICES
 - 22.1 Notices
 - 22.2 Serving of Notice

- 23 ARBITRATION

- 24 ADDITIONAL PROVISIONS

ATTESTATION

FIRST SCHEDULE

SECOND SCHEDULE NOTICE

ANNEXURE "A1" DEED OF COVENANT ON ASSIGNMENT OF LEASE

ANNEXURE "A2" DEED OF GUARANTEE AND INDEMNITY

ANNEXURE "A3" DEED OF COVENANT ON DISPOSAL OF FREEHOLD

THIS IS THE ANNEXURE MARKED "A" TO LEASE MADE BETWEEN THE LESSOR (AS LANDLORD) AND QUEST ROSE HILL PTY LTD (AS TENANT)

DATED THE DAY OF

2015

THIS LEASE WITNESSES that in consideration of the Rent hereinafter reserved ("the Rent" or "the Rental") and of the covenants agreements conditions and stipulations hereinafter contained by and on the part of the Tenant to be paid performed and observed LANDLORD HEREBY DEMISES AND LEASES UNTO THE TENANT the premises described in Item (A) of the cover sheet ("the Premises") (as more particularly defined in Clause 1.1) being part of Estate ("the Estate") (and more particularly defined in Clause 1.1) TO BE HELD by the Tenant for the term specified in Item (G)1 of the cover sheet ("the Term") commencing on the date as specified in Item (G)2 of the cover sheet ("the Commencement Date") and for any further term as specified in Item (G)4 of the cover sheet and at such Rentals as are hereinafter set out TOGETHER WITH the right at all times during the Term hereby granted for the Tenant and the Tenant's invitees to use the Common Property in common with other persons entitled to use the same subject however to the Owners Corporation Rules for the time being in force and to the covenants conditions and restrictions herein contained.

DEFINITIONS AND INTERPRETATIONS

1.1 In and for the purposes for this Lease unless inconsistent with the context or subject matter:

- 1.1.1. "the Act" means the Conveyancing Act 1919, the Real Property Act 1900, the Strata Schemes (Miscellaneous Amendments) Act 1996 and the Strata Schemes' Management Act 1996, whichever will be applicable;
- 1.1.2. "Associate" has the same meaning as associate as defined in Section 26AAB(14) of the Income Tax Assessment Act 1936 (Cth) (as amended);
- 1.1.3. "Attorney" means the attorney appointed pursuant to Clause 13.2;
- 1.1.4. "the Commencement Date" means the commencement date of this Lease as specified in Item (G)2 of the cover sheet;
- 1.1.5. "Common Furnishings and Fittings" means any furniture, fittings, floor coverings, items, fences, audio security system, external lighting, security doors and mechanical exhaust system, landscaping and plant and equipment from time to time, being, or situated on, the Common Property including without limitation, all plate glass, doors, windows, locks, wires, gutters, sewerage and other pipes, conduits, ducts, lighting, suspended ceiling, partitions and other facilities and installations of the Estate now or hereafter installed therein and further includes all and any heating, air-conditioning, mechanical exhaust and/or ventilation plant, fire detection and protection equipment, lifts, automatic opening doors and other plant and equipment appurtenances or services, of a mechanical nature, all water, gas, electricity, telephone, sewerage, garbage and trade waste disposal and other utilities now or hereafter installed in the Premises or other parts of the Estate as the context requires PROVIDED THAT any item that is howsoever acquired from time to time by the Tenant will not form part of the Common Furnishings and Fittings;
- 1.1.6. "Common Property" means all the area comprised in the Strata Plan that is not comprised in any lot or lots on the Strata Plan;
- 1.1.7. "Contents" means the furniture, fittings, items and equipment and all cutlery and crockery from time to time situated in the Premises including without limiting the generality of the foregoing those items listed in the Second Schedule;
- 1.1.8. "the Estate" means the estate described in Item 3 of the First Schedule and includes the Premises all other lots on the Strata Plan the Common Property and such other land either adjacent to or in the vicinity of the Estate which may from time to time be incorporated into or used for the purposes of the Estate and includes all buildings and structures erected or to be erected thereon and such of the Common Furnishings and Fittings related thereto PROVIDED THAT premises and/or other areas that are not being leased by the Tenant or in respect of which, the Tenant has no rights

of use or access, will be excluded from the Estate;

- 1.1.9. "the Estate Leases" means the leases in respect of each of the premises that comprise the Estate;
- 1.1.10. "the Fixed Equipment" means any fixed equipment at the Premises and without limiting the generality of the foregoing involves all air-conditioning and heating systems, hot water service, stove/oven and dishwasher;
- 1.1.11. "the Further Terms" means the Further Terms referred to in Item (G)4 of the cover sheet;
- 1.1.12. "GST" means a tax levied on the value of a good or service or property supplied, including but not limited to the value represented by the Rent and any other Money Payable to the Landlord for goods or services or property and as otherwise defined in Clause 19 herein;
- 1.1.13. "the Landlord" means the Lessor referred to in Item (C) of the cover sheet and the executors administrators successors transferees and assigns of the Landlord and (where not repugnant to the context) the employees, agents, contractors, invitees or any person claiming through or under the Landlord;
- 1.1.14. "the Lease" means this Lease and includes references to the Schedules and Annexures;
- 1.1.15. "Market Rental" means the rent that is obtainable at the time of determination in a free and open market, between a willing landlord and a willing tenant in an arm's length transaction, where:
- (a) the parties have each acted knowledgeably, prudently and without compulsion;
 - (b) the premises were vacant and to be let on similar terms and for similar uses as part of the Estate as are contained in this Lease; and
 - (c) all other relevant factors, matters or variables used in proper land valuation practice have been taken into account.
- 1.1.16. "Members" means the Landlord of this Lease and the landlords of each of the other Estate Leases;
- 1.1.17. "Owners Corporation" means the Owners Corporation formed on registration of the Strata Plan;
- 1.1.18. "Strata Plan" means Strata Plan No: SP64025;
- 1.1.19. "the Premises" means the premises specified in Item (A) of the cover sheet;
- 1.1.20. "Quest" means Quest Apartments Pty Ltd (ACN 070 467 828) and any person or entity in the Quest Group who acts as a franchisor in respect of any intellectual property associated with the Quest Group and each of their respective nominees, successors transferees and assigns;
- 1.1.21. "the Quest Group" means Quest and its Associates;
- 1.1.22. "the Rent" or "the Rental" means the Rental payable in accordance with this Lease;
- 1.1.23. "the Rent Notice" has the same meaning as is described to that term in Clause 15.1;
- 1.1.24. "the Services" means the electricity, gas, water, telephone or other essential services;
- 1.1.25. "Sinking Fund" means any fund established by the Owners Corporation for the purpose of providing for prospective capital works in respect of the Common Property;
- 1.1.26. "Supply" means a good or service or property supplied under this Lease, including but not limited to the Premises, the Services and other goods or services or property;

1.1.27. "the Tenant" means the Lessee referred to in Item (E) of the cover sheet and the executors administrators successors and permitted transferees and permitted assigns of the Tenant and (where not repugnant to the context) its employees, agents, contractors and invitees;

1.1.28. "Tenant's Fixtures and Fittings" means any property now or hereafter brought upon the Premises or the Estate by or on behalf of the Tenant and may include where the context permits any item of the Common Furnishings and Fittings and the Contents:

(a) not owned by the Landlord and/or the Owners Corporation; and

(b) acquired and/or replaced by the Tenant from time to time.

1.1.29. "the Term" means the term of the Lease as specified in Item (G)1 of the cover sheet and includes (where the context permits) any renewal hereof and any permitted overholding.

1.2 "person" and words importing persons includes bodies corporate;

1.3 where a party comprises two or more persons an agreement or obligation to be performed or observed by that party and any reference to that party binds those persons jointly and each of them severally, and a reference to that party will be deemed to include a reference to anyone or more of those persons;

1.4 words importing the singular include the plural and vice versa and words importing the masculine include the feminine and neuter: where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;

1.5 a reference to any Act of Parliament or section thereof or schedule thereto will be read as if the words "or any statutory modification or re-enactment thereof or substitution therefor" were added to the reference;

1.6 references to clauses, sub-clauses and schedules are references to clauses, sub-clauses and schedules of this Lease;

1.7 any marginal notes or headings are included for convenience and do not affect the interpretation of this Lease;

1.8 this Lease is delivered and operates as a deed; and

1.9 this Lease will be subject to the laws and the jurisdiction of the State of New South Wales.

2. PAYMENTS OF THE RENTAL AND OUTGOINGS

2.1 THE RENTAL

2.1.1 The Tenant hereby covenants with the Landlord to duly and punctually pay the Rent during the Term unto the Landlord at the Landlord's address herein or as it may direct in writing from time to time on the days and in the manner hereinafter set out.

2.1.2 The Tenant will pay Rental to the Landlord by equal calendar monthly payments in arrears on the first day of each month with a proportionate payment for any broken period calculated from the Commencement Date to the first day of the month next ensuing the said date and for any broken period to the date of expiration or sooner determination of the Term hereby created.

2.1.3 The Rental payable during:

(a) the first and second years of the Term by the Tenant will be the Rental specified in Item 1 of the First Schedule; and thereafter

(b) each and every subsequent year of the Term by the Tenant will be the Rental calculated by increasing the Rental payable for the preceding twelve (12) month period by an amount equal

to four per centum (4%) thereof.

2.2 THE TENANT'S OUTGOINGS

The Tenant hereby covenants with the Landlord to pay and/or reimburse to the Landlord immediately upon demand by the Landlord at any time:

- 2.2.1 all council and municipal rates, all water rates, all gas, electricity, oil, telephone, water usage charges assessed in respect of the Premises and all charges imposed by any public utility or authority for the supply of any service to the Premises other than any other rates or charges howsoever described that are payable by the Landlord in accordance with Clause 2.3.1;
- 2.2.2 the insurance premiums referred to in Clause 3.1;
- 2.2.3 all reasonable Owners Corporation levies, charges and fees other than those payable by the Landlord in accordance with Clauses 2.3.3 and 2.3.4;
- 2.2.4 all costs of operating and expenses of maintaining the Common Furnishing and Fittings, and any other services which are connected to and directly attributable to the Premises and/or are not attributable to the Owners Corporation;
- 2.2.5 all costs and expenses associated with and incurred in respect of maintenance and repairs effected to the Premises; and
- 2.2.6 all charges connected with the Tenant's operation or business carried on upon the Premises including all licence and inspection fees in respect thereof.

2.3 THE LANDLORD'S OUTGOINGS

The Landlord will pay during the term:

- 2.3.1 any Land Tax separately charged or assessed on or in respect of the Premises and any other amounts that the Tenant has not agreed to pay in accordance with the provisions of this lease;
- 2.3.2 the insurance premiums referred to in Clause 3.4;
- 2.3.3 all Owners Corporation levies, charges and/or fees that relate to capital works after the first two years of the initial term of this Lease unless such capital works are as a result of the negligent acts or omissions of the Tenant, the Tenant's servants, agents, invitees or guests; and
- 2.3.4 all contributions that may be required to any Sinking Fund established by the Owners Corporation.

PROVIDED THAT the Tenant may elect to pay any of the Landlord's outgoings as referred to in this Clause 2.3 and deduct the same from any amounts due and payable to the Landlord in the event that the Landlord fails to make any such payments by the time such payments become due and payable.

3. INSURANCE

3.1 THE TENANT'S INSURANCE OBLIGATIONS

During the term, the Tenant will insure and keep insured in the name of the Landlord, the Tenant and the Owners Corporation (only so far as the same may be practicable and/or necessary) the following insurances:

- 3.1.1 Property insurance covering fire, theft, and other property loss and/or damage as is normally insured against by prudent tenants for the following:
 - (a) the Premises; and

(b) such of the Contents that are installed in the Premises and/or are connected to and directly attributable to the Premises and/or are not attributable to the Owners Corporation (that are commonly and reasonably insured).

3.1.2 Public risk insurance covering liability for loss, injury or damage to any person or property whatsoever in or about or to or from or in relation to the Premises or the common- areas of the Estate or state of repair thereof or the business carried out therein or therefrom for an amount of not less than ten million dollars (\$10,000,000.00).

3.1.3 Plate glass insurance covering loss of damage to all plate glass and all plate glass windows now or hereafter installed on the Premises.

3.2 JOINT INSURANCE

If so required by the Owners Corporation, all insurances referred to in Clause 3.1 will be effected and maintained in common with the Landlord and/or the Owners Corporation.

3.3 OWNERS CORPORATION INSURANCE OBLIGATIONS

3.3.1 Notwithstanding Clauses 3.1 and 3.4 all insurances referred to in those Clauses that are the responsibility of the Owners Corporation will be effected by the Owners Corporation and will not be the responsibility of either the Tenant or the Landlord. The Tenant and the Landlord will use their best endeavours to ensure that the Owners Corporation effects such insurances.

3.3.2 The Owners Corporation is responsible for insuring and keeping insured in the name of the Owners Corporation and the Landlord (only so far as the same may be practicable and/or necessary) the following insurances:

(a) Property insurance covering fire, theft, and other property loss and/or damage as is normally insured against by prudent tenants for the following:

- (i) the Common Property; and
- (ii) such of the Common Furnishings and Fittings that are commonly and reasonably insured.

(b) Such other insurances (including Public risk insurance) as the Owners Corporation may be required to effect from time to time to ensure compliance with all applicable laws and common practice.

3.4 THE LANDLORD'S INSURANCE OBLIGATION

In the event that a prudent Landlord would reasonably effect any insurances in addition to those insurances detailed in the preceding Subclauses, then the Landlord will, at the Landlord's own expense, effect and maintain all such insurances.

3.5 REINSTATEMENT

Where a policy of insurance required by this Clause 3 relates to loss, damage and/or destruction of any property, then the proceeds of any such insurance policy will be used where reasonably possible to reinstate such loss, damage and/or destruction.

3.6 FURTHER COVENANTS

The Tenant and/or the Landlord will not do or commit or permit or suffer to be done or committed any act or thing other than such acts that are contemplated as normal usage, which may prejudice the continuing cover or which may render any increase or extra premiums payable for the insurance of the Estate and/or the Premises or any part thereof or which may make void or voidable any policy of such insurance.

4. THE TENANT'S GENERAL NEGATIVE COVENANTS

4.1 USE OF THE PREMISES

The Tenant will not at any time use or permit to be used the Premises or any part thereof for any purpose other than for the purpose specified in Item 2 of the First Schedule PROVIDED THAT the Tenant may with the consent of the Landlord (whose reasonable consent will not be withheld) alter the usage of the Premises.

4.2 NUISANCE

The Tenant will not at any time use exercise or carry on or permit or suffer to be used exercised or carried on in or upon the Premises or the Estate or any part thereof any illegal purpose or activity or any noxious noisome or offensive trade business occupation or calling.

5. THE TENANT'S GENERAL POSITIVE COVENANTS

The Tenant HEREBY FURTHER COVENANTS with the Landlord that the Tenant will at the cost and expense of the Tenant in all respects from time to time and at all times:

5.1 MANAGEMENT

5.1.1 care for and maintain the Premises and in accordance therewith the Tenant will:

- (a) allowing for fair wear and tear, cause the Premises to be kept clean and free from dirt and rubbish (including external surfaces of windows walls and doors);
- (b) Subject to Clause 6.2, paint the interior of the Premises and maintain and keep in good repair carpets as reasonably required during the Term; and
- (c) in the event that the Tenant is leasing or otherwise occupying all of the Apartments that comprise the Estate repair, cleanse, disinfect and put and keep in good repair order and condition to the reasonable satisfaction of the Owners Corporation all the rooms passages stairs floors windows walls ceilings closets and sewerage connections (except for water main and fire service mains) of the Estate and the Premises and take all other sanitary precautions.

5.1.2 supervise so far as is reasonably practicable the standard and behaviour of occupants of the Premises;

5.1.3 not without the prior written consent of the Landlord, whose reasonable consent will not be withheld, make any structural alterations to the Premises;

5.1.4 comply at the Tenant's own expense with all statutory requirements affecting the Premises PROVIDED THAT the Tenant will not be required to perform or carry out structural work unless such structural work is require(l by reason of the neglect or default of the Tenant, the Tenant's servants, agents or invitees;

5.1.5 comply with all laws relating to the Estate and the conduct of the Tenant's Business in the Estate; and

5.1.6 to properly and efficiently conduct the Tenant's business in accordance with the intended use of the Premises.

6. THE LANDLORD'S COVENANTS

6.1 THE LANDLORD'S GENERAL COVENANTS

The Landlord will:

6.1.1 allow the Tenant quiet enjoyment and possession and use of the Premises, the Contents (which are

owned by the Landlord) and the Common Property including the right to assign in accordance with Clause 8;

- 6.1.2 maintain the structural soundness of the Premises;
- 6.1.3 not interfere with the Tenant's business conducted at the Estate;
- 6.1.4 deliver forthwith any accounts for outgoings payable by the Tenant in accordance with Clause 2.2 to the Tenant;
- 6.1.5 where the Landlord fails to comply with Clause 6.1.4 the Landlord will promptly pay any accounts and notify the Tenant of any payment and the Tenant will reimburse the Landlord for the amount so paid;
- 6.1.6 obtain at the Landlord's cost upon execution of this Lease and prior to commencement of any further Leases (or upon the grant of any subsequent mortgage) the consent of any mortgagee of the Premises to this Lease;
- 6.1.7 assist the Tenant in the event that the Tenant wishes to mortgage any or all of the Tenant's rights and/or interests in the Lease to any other party. Such assistance will include but is not limited to giving the Landlord's consent (which will not be unreasonably withheld), using the Landlord's best endeavours to execute all reasonable documentation and at the Tenant's own cost and using the Landlord's best endeavours obtaining the consent of any Mortgagee of the Premises (if any); and
- 6.1.8 vote to approve and pay any special and/or capital Owners Corporation levies from time to time to maintain the standard of the Premises and/or the Estate, including (if required) repairing and repainting (having regard to the nature of the relevant surfaces) the exterior of the Premises and/or any building in the Estate as and when required, but in any event at the expiration of each Term.

6.2 LANDLORD'S REPAIR, MAINTENANCE AND REPLACEMENT OBLIGATIONS AT THE END OF EACH TERM

6.2.1 To ensure the maintenance of the Premises and the Estate to the high standard of other properties constructed for or used by the Quest Group from time to time and to overcome any deterioration during the Term due to wear and tear, the Landlord acknowledges that repairs and/or other works of a capital nature may reasonably be required at the end of each term. In accordance therewith the Landlord will at the end of each Term if any of the options are exercised:

- (a) replace the carpet (if it needs replacing and if it is not replaced replace it during the next term when it needs replacing) with a carpet selected by the Tenant in the Tenant's reasonable discretion PROVIDED THAT the carpet selected will be of standard commensurate to the carpet as at the Commencement Date of the initial Term; and
 - (i) not require the Landlord to effect structural alterations; and
 - (ii) not include any obligation to provide additional contents for the Premises.
- (b) if reasonably required repaint, clean, renovate and otherwise update and renew the Premises to a standard commensurate with the quality of the Premises that existed as at the Commencement Date of the initial Term PROVIDED THAT such renovation, update and renewal will:
 - (i) not require the Landlord to effect structural alterations; and
 - (j) not include any obligation to provide additional contents for the Premises.

PROVIDED THAT for the purposes of this clause the Tenant will advise the Landlord prior to the end of each of the Terms if any works are anticipated to be required to be effected as per this clause. Such notice will detail the nature of the works and the estimated cost of the same (based on two quotations).

6.2.2 In the event that the Landlord fails to comply with the provisions of this Clause 6.2 within fourteen

(14) days after notice has been given by the Tenant to effect such works, the Tenant may at the Tenant's option elect to carry out such works at the Landlord's costs. Such expenses may be set off by the Tenant against Rent payable by the Tenant to the Landlord.

7. MUTUAL COVENANTS

The Landlord and the Tenant (and where applicable, the Owners Corporation) HEREBY FURTHER COVENANT AND AGREE as follows that:

7.1 SIGNAGE

The Tenant may without further consent being obtained from the Landlord or Owners Corporation, but subject always to the requirements of any relevant regulatory authority, reasonably affix paint or in any way exhibit such advertisement or signage of any kind upon the inside or outside of the Estate and/or the Premises or any part or parts thereof that the Tenant or any associate of the Tenant reasonably requires for the use of the Premises and the Estate in accordance with the Use of the Premises.

7.2 HOLDING OVER

In the event of the Tenant holding over after the expiration of the Term granted by this Lease, the Tenant will become a monthly tenant only of the Landlord at a monthly Rental equivalent to the monthly proportion of the then total annual Rental payable and any other monies payable by the Tenant herein at the expiration of the Term and otherwise on the same terms and conditions mutatis mutandis as those herein contained so far as applicable.

7.3 INTEREST

If the either party fails to pay to the other party any monies which are payable or repayable by the first party to the other party then the first party will pay to the other party upon fourteen (14) days' notice in writing, interest on unpaid monies at the rate of interest per annum being the rate payable under the Supreme Court Rules on judgment debts.

7.4 LEGAL COSTS AND EXPENSES

7.4.1 Each party will bear its own legal costs and expenses associated with entering into this Lease and any renewal thereof.

7.4.2 The Landlord will be responsible for all stamp duty assessable under this Lease and any renewal thereof irrespective of whether the Landlord or the Tenant is otherwise liable to pay that stamp duty.

7.4.3 The Landlord will be responsible for all registration fees under this Lease and any renewal thereof irrespective of whether the Landlord -or the Tenant is otherwise liable to pay such registration fees.

7.5 RE-LETTING BY THE LANDLORD

The Tenant will during the last three (3) months of the Term unless the Tenant will have exercised any option to renew contained herein permit the Landlord or the Landlord's agents to display on the exterior of the Premises or the Estate a "To Let" sign of reasonable size and to conduct prospective future tenants through the Premises (subject to reasonable availability) or the Estate to enable them to view the same PROVIDED THAT in exercising such powers the Landlord will endeavour not to cause any undue inconvenience to the Tenant and the Landlord will prior to displaying on the exterior, or interior of the Premises obtain the approval of the Tenant whose approval will not be unreasonably withheld.

7.6 SALE BY THE LANDLORD

If the Landlord at any time during the Term proposes to sell the Premises or the Estate the Tenant will permit the Landlord or the Landlord's agent to display on the exterior or interior of the Premises or the Estate a "For Sale" sign of reasonable size and to conduct prospective purchasers through the Premises (subject to

availability) or the Estate to enable them to view the same PROVIDED THAT:

7.6.1 in exercising such powers the Landlord will endeavour not to cause any undue inconvenience to the Tenant and the Landlord will prior to displaying on the exterior, or interior of the Premises obtain the approval of the Tenant whose approval will not be unreasonably withheld; and

7.6.2 in the event that the relevant Apartment is being used then the Landlord would be required to reimburse the Tenant for loss of use and enjoyment for that period of time that the Apartment could not be used.

7.7 CONSENT BY THE LANDLORD

The Landlord must not unreasonably withhold the Landlord's consent to any act by the Tenant which needs consent unless any other clause provides otherwise, but:

7.7.1 the Landlord may impose reasonable conditions before consenting; and

7.7.2 the Tenant must reimburse the Landlord's reasonable expenses resulting from an application for the Landlord's consent.

7.8 NON-WAIVER

No waiver by the Landlord of one breach of any covenant obligation or provision in this Lease will operate as a waiver of another breach of the same unless such breach has been rectified.

7.9 REGISTRATION

Each party will use their reasonable endeavours to assist in the registration of either this Lease or a caveat in respect of this Lease. The Landlord will always be responsible for obtaining the consent of all mortgagees to such registration and the lodging and registration costs and expenses of such registration.

8. ASSIGNMENT

8.1 ASSIGNMENT OF LEASE

8.1.1 Subject to the provisions of Clause 8.2, the Tenant may assign the Tenant's interest in this Lease with the prior written consent of the Landlord.

8.1.2 The Landlord will prior to giving consent to a proposed assignment be entitled to require:

(a) satisfactory evidence that the proposed assignee is a responsible and respectable person capable in all respects of satisfactorily performing the duties and obligations of the Tenant pursuant to this Lease;

(b) that the proposed assignee execute in favour of the Landlord a Deed of Covenant in the form of Annexure "A1" to this Lease; and

(c) in the event that the proposed assignee is a company then the Landlord may require the Directors of the company to provide a guarantee for the Tenant's obligations under the Lease.

8.1.3 The Landlord will not arbitrarily or capriciously or unreasonably withhold the Landlord's consent to a proposed assignment.

8.2 GUARANTEES

8.2.1 The Landlord acknowledges that the Tenant has procured a Deed of Guarantee and Indemnity by a director the Tenant, a copy of which is annexed hereto and marked "A2".

8.2.2 On any assignment of this Lease and/or the change of Directors of the Tenant, the Tenant can request a release of any guarantor from any guarantee given in support of this Lease and the Landlord will not unreasonably withhold the Landlord's consent to such release if the Landlord is provided with a replacement guarantee in the form of the existing guarantee and such evidence that the person providing the replacement guarantee is of good repute and has the financial capacity to meet his obligations as guarantor.

8.2.3 In the event that the Landlord has been provided with a replacement guarantee in the form of the existing guarantee and financial statements of the replacement guarantor which demonstrate that the replacement guarantor has the financial capacity to meet his obligations as guarantor AND the Landlord does not within twenty one (21) days of receipt of the above, either reasonably consent or reasonably object, then the Landlord will be deemed to have consented to the replacement guarantor and the release of the existing guarantor PROVIDED THAT if the Landlord objects to the replacement guarantor and the release of the existing guarantor, then such objection will be resolved in accordance with the dispute resolution provisions contained herein.

9. **INTENTIONALLY DELETED**

10. **OWNERSHIP OF THE COMMON FURNISHINGS AND FITTINGS**

10.1 **INITIAL OWNERSHIP OF THE COMMON FURNISHINGS AND FITTINGS**

Subject to the provisions of this Clause, the Owners Corporation is the owner of all items of the Common Furnishings and Fittings.

10.2 **ASSIGNMENT OF WARRANTIES**

The Owners Corporation will assign to the Tenant the benefit of any warranties applicable to or in respect of the Common Furnishings and Fittings to the extent required to enable the Tenant to fulfil the Tenant's obligations pursuant to this Lease.

10.3 **REPLACEMENT OF THE CONTENTS**

In the event that the Tenant at the request of the Owners Corporation or as otherwise required by this Lease, replaces any item of the Common Furnishings and Fittings then such replacement item will be the property of the Tenant.

11. **REPAIR, MAINTENANCE AND REPLACEMENT OF THE CONTENTS AND THE COMMON FURNISHINGS AND FITTINGS**

11.1 **REPAIR, MAINTENANCE AND REPLACEMENT AT THE EXPENSE OF THE TENANT**

Subject to Clause 11.3, the Tenant will at the Tenant's own expense repair, maintain and (except for Fixed Equipment) replace:

11.1.1 all Common Furnishings and Fittings that it is directly responsible for and is not the responsibility of the Landlord or the Owners Corporation; and

11.1.2 the Fixed Equipment,

to the condition or standard commensurate with a serviced apartment facility and suitable for immediate use by succeeding tenants or occupiers PROVIDED THAT the Tenant is not required to repair, maintain and replace any Contents not owned by the Landlord.

11.2 **REPAIR, MAINTENANCE AND REPLACEMENT AT THE EXPENSE OF THE OWNERS CORPORATION**

The Landlord will use its best endeavours to procure the Owners Corporation to:

- 11.2.1 repair, maintain and replace the Common Furnishing and Fittings;
- 11.2.2 carry out repairs or make payments of a capital nature in respect of the Common Furnishing and Fittings; and
- 11.2.3 enter into and keep in force a contract with a reputable contractor engaged in the business of maintenance and repair for the maintenance and repair of the Common Furnishing and Fittings.

11.3 CAPITAL REPAIR AND REPLACEMENT AT THE EXPENSE OF THE LANDLORD

The Landlord will at the Landlord's own expense repair and/or replace the Fixed Equipment, in the event that the Tenant reasonably determines that such repair and/or replacement is of a capital nature. The Landlord will also be responsible for the payment of any Owners Corporation levies relating to expenses of a capital nature PROVIDED THAT in the event that the Landlord fails to comply with the provisions of this Clause 11.3 within twenty one (21) days after notice in writing has been given to effect such repairs and/or replacements, the Tenant may at the Tenant's option elect to carry out such repairs and/or replacements at the Landlord's cost. Such expenses may be set off by the Tenant against Rent payable by the Tenant to the Landlord.

11.4 TENANT TO INDEMNIFY LANDLORD AND OWNERS CORPORATION

The Tenant hereby indemnifies the Landlord and the Owners Corporation in relation to the cost of carrying out repairs or making payments of a capital nature in respect of the Contents (which are owned by the Landlord) and the Common Furnishing and Fittings in the event that the need for them results from:

- 11.4.1 negligence by the Tenant or the Tenant's employees, agents, contractors, customers or visitors; or
- 11.4.2 failure by the Tenant to perform the Tenant's obligations under this Lease.

11.5 INSURANCE TO INDEMNIFY TENANT WHERE AVAILABLE

In the event that the Tenant repairs, maintains and/or replaces the Contents (which are owned by the Landlord) which are insured, then the benefits of such insurance will be paid to the Tenant to reimburse the Tenant for any and all costs and expenses relating to such repair, maintenance and/or replacement.

12. DAMAGE, DESTRUCTION AND SUSPENSION OF SERVICES

12.1 DAMAGE AND DESTRUCTION

If:

- 12.1.1 the Premises (including the interior of the Premises) or any part of the Common Property is destroyed or damaged;
- 12.1.2 the Premises is wholly or partially unfit for occupation or use;
- 12.1.3 the same will not have been caused by some default act or neglect on the part of the Tenant; and
- 12.1.4 the insurance policy or policies effected by the Tenant, Landlord or the Owners Corporation will not have been vitiated or payment refused in consequence of some act default or neglect of the Tenant,

THEN

12.1.5 the Landlord will:

- (a) where the interior of the Premises is damaged, use the Landlord's best endeavours to repair the Premises as soon as is practicably possible; or
- (b) make or cause the Owners Corporation to take any appropriate action including if applicable to

make an application for the Strata Plan to be wound up or altered as the case may be,
within a reasonable time after the damage or destruction,

12.1.6 a fair proportion of the Rent and outgoings as agreed between the Landlord and Tenant is to be suspended until the Premises are again wholly fit for the purpose specified in Item 2 of the First Schedule PROVIDED THAT the suspended portion of the Rent and outgoings must be proportioned to the nature and extent of the damage.

12.2 FAILURE OF THE LANDLORD TO COMPLY

If as a result of such damage or destruction the Landlord has not complied with Clause 12.1.5, the Landlord and the Tenant will meet with a view to reaching agreement on reinstatement or will consider any order of the Court made pursuant to the Act. If such agreement is not reached within sixty (60) days after the date of the damage or destruction then either party may at the end of the sixty (60) day period by written notice to the other terminate this Lease from the date of the damage or destruction but will retain any prior accrued rights.

12.3 FAILURE OF THE LANDLORD AND TENANT TO REACH AGREEMENT

If as a result of such damage or destruction the Landlord and Tenant have failed to reach an agreement as to the fair proportion of Rent and outgoings that is to be suspended pursuant to Clause 12.1.6 within sixty (60) days after the date of damage or destruction then such determination of a fair proportion of Rent and outgoings will be referred at the insistence of either the Landlord or Tenant to a valuer nominated by the Institute of Valuers and Land Economists and such valuer in so determining will be deemed to act as an expert and not as an arbitrator and such determination will be final and binding upon the parties and the cost of such determination will be borne equally by the Landlord and Tenant.

12.4 USE OF INSURANCE MONIES

Any insurance money received by the Tenant or Landlord in respect of any damage will be applied to:

12.4.1 reinstatement of the damaged Premises or Common Property; or

12.4.2 where the Premises or Common Property are not reinstated then, to the rightful Landlord or Landlords.

12.5 TERMINATION ON DAMAGE OR DESTRUCTION

12.5.1 The Landlord acknowledges that the Tenant has taken a Lease over many or all of the lots that comprise the Estate.

12.5.2 In the event that Damage or Destruction is sustained by more than one half of the number of lots in the Estate over which the Tenant has taken a lease then notwithstanding anything hereinbefore contained to the contrary the Tenant may upon seven (7) days' notice in writing to the Landlord terminate this Lease.

12.5.3 This Clause 12.5 is included for the benefit of the Tenant and will operate notwithstanding that no damage or destruction has been suffered by the Premises.

12.5.4 In the event that this Lease is terminated in accordance with this Clause 12.5, all parties will retain their accrued rights hereunder.

12.6 SUSPENSION OF SERVICES

In the event that provision of any of the Services are disrupted for any reason beyond the control of the Tenant, and such disruption continues for a period of forty eight (48) hours or greater, during which period the operation of the Tenant's Business is materially disrupted, then the Rental for such period of disruption is to be suspended.

13. ATTORNEY

- 13.1 The Landlord agrees that for the purposes of allowing the Tenant to better conduct the Tenant's business and to ensure compliance with the Landlord's and the Owners Corporation's Covenants as contained in this Lease, the Landlord will at all or any meetings of the Owners Corporation or of the committee of the Owners Corporation held during the Term, vote in accordance with the reasonable directions given by the Tenant.
- 13.2 To better secure the performance by the Landlord of the obligations under this clause the Landlord by the execution of this Lease irrevocably nominates and appoints the Tenant and each director and officer of the Tenant from time to time jointly and severally to be the attorney of the Landlord and to act, attend and vote as attorney in the Tenant's absolute discretion on behalf of the Landlord (including to allow the Tenant the power to appoint and dismiss the Owners Corporation manager and to grant to the Tenant any leases or licences in respect of the Common Property that are reasonably required for the operation of the Tenant's Business) at all or any meetings of the Owners Corporation or of the committee of the Owners Corporation to the exclusion of the Landlord if present at such but this appointment must not be used to vote on a motion to raise a Owners Corporation levy for capital charges or require a contribution to a capital Sinking Fund over an amount of One Thousand Dollars (\$1,000.00) per annum in each year of the Term although the Landlord may be required to make contributions in respect of specific Owners Corporation capital works as required from time to time.
- 13.3 The Landlord hereby ratifies and confirms all acts, deeds and things done by the Landlord's Attorney hereby constituted or by any of them at all or any of the meetings referred to in this clause held while this Power of Attorney remains in full force and effect.
- 13.4 Without limitation, the terms "Attorney" used in this clause will include a "proxy" for the purposes of the Act and the by-laws from time to time of the Owners Corporation.
- 13.5 Notwithstanding the provisions of Clause 13.2, the Tenant hereby agrees that in exercising the powers hereunder either solely or through an attorney, the Tenant will act in good faith and provide the Landlord with details of all proposals to be dealt with by the Owners Corporation and will allow the Landlord the opportunity to attend all meetings of the Owners Corporation of which reasonable notice together with the agenda will be given the Landlord.

14. SALE OF THE PREMISES BY THE LANDLORD

- 14.1 If the Landlord wishes to dispose of the Premises or any interest therein the Landlord will obtain from the proposed purchaser, prior to the disposal, a duly executed Deed of Covenant in the form of Annexure "A3" to this Lease in favour of the Tenant.
- 14.2 The Landlord will pay any stamp duty that is assessable on the Deed of Covenant referred to in Clause 14.1.

15. OPTION FOR RENEWAL FOR EACH OF THE FURTHER TERMS

- 15.1 In respect of all Further Terms upon the written request of the Tenant at any time after the Commencement Date but not less than three (3) months prior to the expiration of the Further Term (as the case maybe), the Landlord will grant and the Tenant will accept a new Lease for the Further Term on the same terms and conditions as are contained in this Lease and commencing on the day after the Term of this Lease ends PROVIDED THAT the Rental payable by the Tenant during the Further Term will be:
- 15.1.1 during the first year of the Further Term a Rental determined by the Tenant giving notice in writing ("the Rent Notice") to the Landlord that it considers the Rental of the Premises should be the amount stated in the Rent Notice for the period under review specified in the Rent Notice. The Tenant must give the Rent Notice to the Landlord not less than two (2) months prior to the expiration of the Term falling which the Landlord may give the Rent Notice. If within fourteen

(14) days from the service of the Rent Notice, the party receiving the Rent Notice:

- (a) does not object in writing, then the Rental will be adjusted accordingly for that period; or
- (b) does object in writing then the Rental for the said period will be agreed to between the Landlord and the Tenant and in default of agreement between the Landlord and Tenant, the Rental will be the Market Rental (as defined in Clause 1.1) determined by a valuer nominated by the Institute of Valuers and Land Economists and such determination will be final and binding upon the parties and the cost of such determination will be borne equally by the Landlord and Tenant,

PROVIDED THAT :

- (c) pending the determination of the Rental payable the Tenant will continue to pay on account of the Rental ultimately determined to be payable Rental at the rate current on the last day of the immediately preceding Term and the balance thereof on the next date due for payment of Rental occurring immediately after such determination; and
- (d) any failure of the parties to determine the updated Rental payable when the update ought to have come into force will not be deemed a waiver by the Landlord of any of the Landlord's rights herein contained and such failure will in no way prejudice the Landlord's rights in relation to the determination of any such updated Rental payable.

15.1.2 during each and every subsequent year of the Further Term a Rental calculated by increasing the Rental payable for the preceding twelve (12) month period by an amount equal to four per centum (4%) thereof.

16. DEFAULT AND TERMINATION

DEFAULT OF THE TENANT

In the event that any of the following occurs:

- 16.1 if the Rent or any part thereof will be unpaid for the period of thirty (30) days after any of the days on which the same ought to have been paid in accordance with the covenants for payment herein contained;
- 16.2 if the Tenant commits permits or suffers to occur any breach or default in the due and punctual observance and performance of any of the covenants obligations and provisions of this Lease;
- 16.3 if the Tenant being a Company:
 - 16.3.1 an order is made or a resolution is effectively passed for the winding up of the Tenant (except for the purpose of reconstructions or amalgamation); and
 - 16.3.2 the Tenant goes into liquidation or makes an assignment for the benefit of or enters into an arrangement or composition with the Tenant's creditors or is unable to pay the Tenant's debts within the meaning of the Corporations Law for the time being in force.
- 16.4 if the Tenant being an individual becomes bankrupt or commits an act of bankruptcy;
- 16.5 if execution is levied against the Tenant and not discharged within thirty (30) days; or
- 16.6 if the business conducted in the Premises will be discontinued or the Premises deserted or vacated or left unoccupied for the space of one week (other than for seasonal holidays, maintenance and/or repairs, defaults of the Landlord and/or reasons beyond the control of the Tenant),

then and in any one or more of such events and notwithstanding that the Landlord may not have exercised any of the Landlord's rights under this Clause 16.1 in respect of some previous breach or default by the Tenant whether of a like nature or not the Landlord will subject to the provisions of all applicable legislation, be entitled at any time or times thereafter to re-enter (forcibly if necessary) into and upon the Premises or any part thereof in the name of the whole and to have again repossess and enjoy the same as of the Landlord's former estate anything herein contained to the contrary notwithstanding but without prejudice to any action or other remedy which the Landlord has or might or otherwise could have for arrears of Rent or breach of covenant or for damage as a result of any such event.

17. CONDITIONS ON TERMINATION

17.1 The Tenant will at the expiration or sooner determination of this Lease peaceably surrender and yield up unto the Landlord the whole of the Premises clean and free from rubbish and in a state of repair order and condition which is in all respects consistent with the covenants on the part of the Tenant herein contained.

17.2 The Landlord may at the expiration or sooner determination of this lease cause any of the Tenant's Fixtures and Fittings to be removed and will be entitled to make any such alterations to the Premises so that the Premises are reasonably reinstated and the Landlord may recover the costs thereof from the Tenant as a liquidated debt payable on demand.

18. GOODS & SERVICES TAX

In this Clause:

GST means a tax levied on the value of a good or service or property supplied, including but not limited to the value represented by the Rent and any other Money Payable to the Landlord for goods or services or property.

Input Tax Credit means the credit pursuant to the GST law applicable in regards to the GST payable by a recipient in respect of a Supply.

Supply means a good or service or property supplied under this Lease, including but not limited to the Premises, the Services and other goods or services or property.

18.1 TENANT MUST PAY GST

The Tenant must pay to the Landlord an amount on account of GST determined in accordance with clause 18.6 that the Landlord pays or is liable to pay on a Supply.

18.2 TENANT MUST PAY GST AT SAME TIME

The Tenant must pay to the Landlord the amount of any GST payable pursuant to this clause that the Tenant is liable to pay at the same time as the Tenant is required to pay the Rental.

18.3 PRICES DO NOT INCLUDE GST

The price for each Supply, including Rent, fixed or determined under this Document, does not include GST on that Supply and the Tenant must pay the amount of GST in addition to the price for that Supply fixed or determined under this Document.

18.4 APPORTIONMENT OF GST

Where a Supply is not separately supplied to the Tenant, the liability of the Tenant for any amount for GST in relation to that Supply is determined on the same basis as the Tenant's proportionate liability for the Supply is determined.

18.5 DOCUMENTATION

Each party agrees to do all things, including providing invoices or other documentation in such form and detail that may be necessary to enable or assist the other party to claim or verify any Input Tax Credit, set off, rebate or refund in relation to the amount attributed to any GST.

18.6 GST PAYABLE BY TENANT

18.6.1 Notwithstanding anything herein contained, the GST payable by the Tenant pursuant to this clause will be limited to the Input Tax Credit which the Tenant is able to utilise in connection with its use of the Premises.

18.6.1 For the purposes of verifying the amount payable pursuant to clause 18.6.1, the Tenant will, in the event of any discrepancy in the amount for GST which it is liable to pay pursuant to this clause and the GST payable by the Landlord, provide the Landlord together with its monthly rental, documentation evidencing the determination of the GST payable together with payment for the GST amount payable.

19. ESSENTIAL TERMS

19.1 The Parties agree and acknowledge that the essential terms of this Lease are:

19.1.1 in relation to the Tenant Clauses 2.1, 2.2 and 5; and

19.1.2 relation to the Landlord Clauses 2.3, 6, 11.3, 13 and 23.1.

20. ENTIRE UNDERSTANDING

This Lease embodies the entire understanding and the whole agreement between the parties relative to the subject matter hereof and all previous negotiations representations warranties arrangements and statements (if any) whether expressed or implied with reference to the subject matter hereof or the intentions of either of the parties are merged herein and otherwise are hereby excluded and cancelled.

21. SEVERABILITY

All stipulations contained in this Lease will be so construed as not to infringe the provisions of any Act whether State or Commonwealth but if any such stipulation or its true interpretation does infringe any such provisions the same will be deemed to be void and severable.

22. NOTICES

22.1 NOTICE

Any notice required to be given by the Landlord to the Tenant in the case of a breach of any covenant or condition herein contained which is capable of being remedied will provide for a period of twenty one (21) days as the time within which the Tenant is to remedy such breach or default if it is capable of remedy or to make reasonable compensation in money to the satisfaction of the Landlord in respect thereof.

22.2 SERVING OF NOTICE

Any notice or other document or writing to be served, delivered or given by a party may be given by the that party or its solicitors or by any other representative duly authorised by that party and may be sent by facsimile, prepaid courier or security post addressed to the Lessee at its address referred to in this Lease or to such other address as any party notifies any other party in writing.

22.3 Any notice or other document or writing is deemed to have been received:

- 22.3.1 if sent by security post, two business days after having been posted;
- 22.3.2 if sent by facsimile, when the transmission is recorded as being successfully transmitted by the Lessee's or the Lessor's facsimile machine provided it is sent before 1730 hours and in the event that it is sent after 1730 hours, service shall be deemed to be effected on the following day;
- 22.3.3 if sent by prepaid courier, on the date recorded by the courier company as the date the notice or other document or writing was delivered to the Tenant or the Landlord as the case may be;
- 22.3.4 if delivered personally, on the date of delivery; or
- 22.3.5 any notice or other document or writing is deemed to have been received.

23. ARBITRATION

- 23.1 In the event of there being any dispute between the landlord and the tenant, relating to or arising out of this lease, including its construction, effect, the rights and obligations of the parties, the performance, breach, rescission or termination of this lease, the entitlement of either party to damages or compensation and the amount of that entitlement (called "Dispute"), the Dispute shall be determined by arbitration.
- 23.2 Either party may give notice to the other party of the existence of a Dispute and unless the Dispute is settled between the parties within seven business days after the other party has received notice of the Dispute, the Dispute shall be referred to arbitration.
- 23.3 The arbitrator shall be the nominee of the President of the Law Society of New South Wales.
- 23.4 The arbitration shall be conducted in accordance with the Rules for the Conduct of Commercial Arbitrations of the Institute of Arbitrators Australia and, subject to those Rules, in accordance with the provisions of the Commercial Arbitration Act (1984) NSW.

24. ADDITIONAL PROVISIONS

Notwithstanding anything herein contained, the provisions of this Lease will be subject to any additional provisions (if any) specified in Item 4 of the First Schedule.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year specified in the First Schedule.

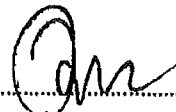
EXECUTED BY)
In the presence of:)

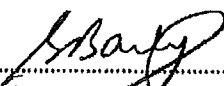
.....
Signature

EXECUTED BY)
In the presence of:)

.....
Signature

THE COMMON SEAL OF QUEST ROSE)
HILL PTY LTD (ACN 087 887 974) pursuant)
to s127 of the *Corporations Act 2001*:)


.....
Secretary


.....
Director

FIRST SCHEDULE

- ITEM 1: THE RENTAL: The Rental payable during:
- (a) the first and second years of the Term will be an amount of Sixteen Thousand Four Hundred and Eighty Three Dollars (\$16,483.00); and
 - (b) each and every subsequent year of the Term an amount calculated pursuant to Clause 2.1.3.2.
- ITEM 2: USE: Serviced Apartments or other long or short term lettings.
- ITEM 3: THE ESTATE: The serviced apartment development, situate at 8 Hope Street, Rosehill, New South Wales, 2142.
- ITEM 4: FURTHER PROVISIONS: NIL

SECOND SCHEDULE
INTENTIONALLY DELETED

NOTICE

In accordance with the provisions of this Act, the Landlord notifies the Tenant that the option to renew this Lease for the further term cannot be exercised after the _____ day of 2015

DATED the _____ day of _____ 2015

[THE LANDLORD]

ANNEXURE "A1"

DEED OF COVENANT ON ASSIGNMENT OF LEASE
(Sub-Clause 8.1.2(b))

BETWEEN: _____
("the Landlord")

AND: **QUEST ROSE HILL PTY LTD** (ACN 087 887 974) whose registered office is situate at 8 Hope Street, Rosehill, New South Wales, 2142 ("the Tenant")

AND: _____ ("the Assignee")

RECITALS:

- A. The Landlord has entered into a Lease ("the Lease") with QUEST ROSE HILL PTY LTD (ACN 087 887 974) ("the Tenant") in respect of the premises known as "Quest Rosehill" situate at Lot 16, 8 Hope Street, Rosehill, New South Wales, 2142.
- B. The Tenant has agreed to assign the Tenant's interest under the Lease to the Assignee.

OPERATIVE PART:

- 1 The Assignee agrees that as from the date of assignment of the Lease it will perform and observe all of the covenants of the Tenant under the Lease as if the Assignee had been originally named in and executed the Lease as Tenant.
- 2 In consideration of the Assignee executing this Deed, the Landlord consents to this assignment and agrees with the Assignee to abide by the terms and conditions of the Lease.
- 3 In accordance with Clause 13 of the Lease the Landlord irrevocably nominates and appoints the Assignee and each director and officer of the Assignee from time to time jointly and severally to be the attorney of the Landlord.
- 4 All stamp duty payable on this Deed will be payable by the Assignee.

EXECUTED AS A DEED

By _____)
in the presence of:- _____)

.....

By _____)
in the presence of:- _____)

.....

THE COMMON SEAL of QUEST ROSE HILL PTY
LTD (CAN 087 887 974) was affixed
in accordance with its Articles of Association
in the presence of:

.....
Secretary

.....
Director

"A2"

GUARANTEE AND INDEMNITY

BY: The person named and described in Item 2 of the Schedule ("the Guarantor")

TO The person named and described in Item 3 of the Schedule ("the Landlord")

WHEREAS:

Paul Steve Constantinou had provided a guarantee and indemnity to the Landlord in respect of the Lease. The Tenant has requested a release of Mr Constantinou from his obligations as guarantor and his replacement by Spencer Bailey as the new guarantor. This guarantee is provided under clause 8.3.3 of the Lease.

NOW THIS GUARANTEE AND INDEMNITY WITNESSETH as follows:

- 1 The Guarantor:
 - 1.1 guarantees that the Tenant will perform all its obligations under the Lease for the term of the Lease ("the Term") and during any period of overholding after the end of the Term;
 - 1.2 must pay on demand any amount which the Landlord is entitled to recover from the Tenant under the Lease; and
 - 1.3 indemnifies the Landlord against all loss resulting from the Landlord having entered into the Lease whether from the Tenant's failure to perform its obligations under the Lease or from the Lease being or becoming unenforceable against the Tenant.
- 2 The Guarantee and Indemnity is continuing and is not to be affected by:
 - 2.1 the Landlord granting the Tenant or the Guarantor time or any other indulgence, or agreeing not to sue the Tenant;
 - 2.2 failure by the Guarantor to sign this Guarantee; or
 - 2.3 transfer or variation of the Lease (subject to the provisions of the Lease), but if the Lease is transferred and/or assigned then the Guarantor's obligations, other than those which have already arisen will end either when:
 - 2.3.1 this Guarantee is released in accordance with the provisions of the Lease; or
 - 2.3.2 the Term ends and will not continue into a term renewed by a new Tenant nor a period of overholding ends; or
 - 2.4 the death, bankruptcy, insanity or mental incapacity of the Guarantor.
- 3 The Guarantor agrees that
 - 3.1 the Landlord may retain all money received including dividends from the Tenant's bankrupt estate and allow the Guarantor a reduction in its liability under this Guarantee only to the extent of the amount received;
 - 3.2 the Guarantor must not seek to recover money from the Tenant to reimburse the Guarantor for payments made to the Landlord until the Landlord has been paid in full;
 - 3.3 the Guarantor must not prove in the bankruptcy or winding up of the Tenant for any amount which the Landlord has demanded from the Guarantor; and
 - 3.4 the Guarantor must pay the Landlord all money which the Landlord refunds to the Tenant's liquidator or trustee in bankruptcy as preferential payments received from the Tenant.

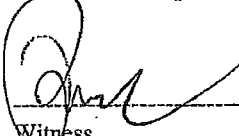
- 4 The Landlord agrees, in accordance with the terms and conditions of the Lease that:
- 4.1 on any assignment of the Lease and/or the change of Directors of the Tenant, the Tenant can request a release of any guarantor from any guarantee given in support of the Lease and the Landlord will not unreasonably withhold the Landlord's consent to such release if the Landlord is provided with a replacement guarantee in the form of the existing guarantee and such evidence that the person providing the replacement guarantee is of good repute and has the financial capacity to meet his obligations as guarantor; and
- 4.2 in the event that the Landlord has been provided with a replacement guarantee in the form of the existing guarantee and financial statements of the replacement guarantor which demonstrate that the replacement guarantor has the financial capacity to meet his obligations as guarantor AND the Landlord does not within twenty one (21) days of receipt of the above, either reasonably consent or reasonably object, then the Landlord will be deemed to have consented to the replacement guarantor and the release of the existing guarantor PROVIDED THAT if the Landlord objects to the replacement guarantor and the release of the existing guarantor, then such objection will be resolved in accordance with the dispute resolution provisions contained in the Lease.
- 5 If any of the Tenant's obligations are unenforceable against the Tenant, then this Clause is to operate as a separate indemnity and the Guarantor indemnifies the Landlord against all loss resulting from the Landlord's inability to enforce performance of those obligations. The Guarantor must pay the Landlord the amount of the loss resulting from the unenforceability.
- 6 If there is more than one Guarantor, this Guarantee binds them jointly and each of them individually.
- 7 The applicable law to this Guarantee shall be the Law of the State of New South Wales and the applicable jurisdiction shall be the Courts of the State of New South Wales.

SCHEDULE

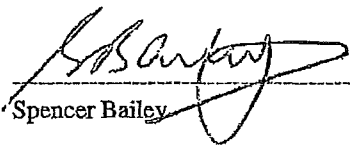
- ITEM 1 DATE OF THIS GUARANTEE AND INDEMNITY: 2 October 2014
- ITEM 2 THE GUARANTOR: SPENCER BAILEY of 8 Hope Street, Sydney, New South Wales, 2142
- ITEM 3 THE LANDLORD:
- ITEM 4 THE TENANT: QUEST ROSE HILL PTY LTD (ACN 087 887 974) whose registered office is situated at 8 Hope Street, Sydney, New South Wales, 2142
- ITEM 5 THE PREMISES: Lot A 8 Hope Street, Sydney, New South Wales, 2142

EXECUTED AS A DEED

Signed sealed and delivered by SPENCER BAILEY in the presence of:



Witness



Spencer Bailey

EXECUTED AS A DEED

By)
in the presence of:-)

.....

By)
in the presence of:-)

.....

THE COMMON SEAL OF QUEST ROSE)
HILL PTY LTD (ACN 087 887 974) pursuant
to s127 of the *Corporations Act 2001*:

.....
Secretary

.....
Director

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: CP/SP64025

SEARCH DATE	TIME	EDITION NO	DATE
19/4/2017	3:34 PM	2	19/4/2002

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 64025
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT ROSE HILL
LOCAL GOVERNMENT AREA CITY OF PARRAMATTA
PARISH OF ST JOHN COUNTY OF CUMBERLAND
TITLE DIAGRAM SP64025

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 64025
ADDRESS FOR SERVICE OF DOCUMENTS:
8 HOPE STREET
ROSEHILL 2142

SECOND SCHEDULE (5 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 ATTENTION IS DIRECTED TO THE STRATA SCHEME BY-LAWS FILED WITH THE STRATA PLAN
- 3 DP882694 POSITIVE COVENANT
- 4 SP64025 EASEMENT FOR PADMOUNT SUBSTATION 2.75 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 5 8455000 LEASE TO QUEST ROSE HILL PTY LTD EXPIRES: 22/2/2006. OPTION OF RENEWAL: 4 PERIODS OF 5 YEARS.

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 1000)

STRATA PLAN 64025

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 15	2	- 15	3	- 15	4	- 15
5	- 15	6	- 15	7	- 15	8	- 15
9	- 15	10	- 15	11	- 15	12	- 15
13	- 15	14	- 15	15	- 15	16	- 15
17	- 15	18	- 15	19	- 18	20	- 16
21	- 15	22	- 15	23	- 15	24	- 15
25	- 15	26	- 15	27	- 15	28	- 15
29	- 20	30	- 21	31	- 21	32	- 20
33	- 20	34	- 21	35	- 21	36	- 20
37	- 20	38	- 21	39	- 21	40	- 20

END OF PAGE 1 - CONTINUED OVER

FOLIO: CP/SP64025

PAGE 2

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 1000) (CONTINUED)

STRATA PLAN 64025

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
41	- 22	42	- 22	43	- 20	44	- 21
45	- 21	46	- 20	47	- 24	48	- 24
49	- 20	50	- 21	51	- 21	52	- 20
53	- 24	54	- 24	55	- 26		

NOTATIONS

NOTE: THE CERTIFICATE OF TITLE FOR THIS FOLIO OF THE REGISTER DOES NOT INCLUDE SECURITY FEATURES INCLUDED ON COMPUTERISED CERTIFICATES OF TITLE ISSUED FROM 4TH JANUARY, 2004. IT IS RECOMMENDED THAT STRINGENT PROCESSES ARE ADOPTED IN VERIFYING THE IDENTITY OF THE PERSON(S) CLAIMING A RIGHT TO DEAL WITH THE LAND COMPRISED IN THIS FOLIO.

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***