

Dealing Number



OFFICE USE ONLY

## Privacy Statement

Collection of this information is authorised by the Land Title Act 1994 the Land Act 1994 and the Water Act 2000 and is used to maintain the publicly searchable registers in the land registry and the water register. For more

1. **Lessor** **Lodger** (Name, address, E-mail & phone number) **Lodger Code**  
 GARRY LEE DRAPER & JOYCE SYLVIA DRAPER

2. **Lot on Plan Description** **County** **Parish** **Title Reference**  
 LOT 1 ON RP 48058 STANLEY IPSWICH 11750135

3. **Lessee** Given names Surname/Company name and number (include tenancy if more than one)  
 MONEY3 CORPORATION LIMITED

4. **Interest being leased**

FEE SIMPLE

5. **Description of premises being leased**

PART OF THE GROUND FLOOR OF THE BUILDING ERRECTED ON THE LAND AS HATCHED IN BLACK ON THE ATTACHED PLAN

6. **Term of lease**

Commencement date/event: 22/10/2013

Expiry date: 21/10/14 and/or Event:

\*Options: 2 x 2 Years

7. **Rental/Consideration**

SEE ITEM 2 OF THE SCHEDULE

8. **Grant/Execution**

The Lessor leases the premises described in item 5 to the Lessee for the term stated in item 6 subject to the covenants and conditions contained in: \*the attached schedule; \*the attached schedule and document no. \_\_\_\_\_

\*document no. \_\_\_\_\_ \*Option in registered lease no. \_\_\_\_\_ has not been exercised.

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

Signature  
 full name

Gary Lee Draper Lessor's Signature

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

12/12/2013  
 Execution Date

Joyce Sylvia Draper Lessor's Signature

9. **Acceptance**

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

signature  
 full name  
 qualification

10/DEC 2013  
 Execution Date

Lessee's Signature

Witnessing Officer

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

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This is the Schedule referred to in the FORM 7 LEASE dated the                      day of                      2013.

**Item 1: Term:**

One (1) year, with two (2) options to renew for two (2) years

**Item 2: Rent:**

\$30,600.00 per annum inclusive of outgoings (council rates & water access charges) plus GST  
(\$2,805.00 per month payable monthly in advance)

**Item 3: Rent Reviews:**

Market review for the Lease year commencing 22 October 2014.

CPI adjustment for the Lease years commencing on 22 October 2015, 22 October 2016, 22  
October 2017 and 18 October 2018.

**Item 4: Outgoings:**

All costs associated with the maintenance and repair of air conditioning units.  
All water use charges levied in respect of the premises.

**Item 5: Agreed Proportion of (Estimated) Outgoings:**

30% (water usage)

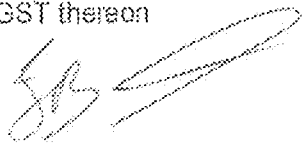
**Item 6: Security Deposit/Bond:**

Equivalent to four (4) months rent inclusive of GST thereon

*two (2)*

**Item 7: Permitted Use:**

Cash Loan Office



**Item 8: Insurance:**

1. Public Risk \$10,000,000.00
2. Full reinstatement costs of Plate Glass in/on the Premises

**Item 9: Option Periods:**

Number of Options: Two (2)

Number of Years for each Option Period: Two (2) – 22 October 2014 to 21 October 2016

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22 October 2016 to 21 October 2018

Item 10: Address for service of Landlord  
Dale and Fallu Solicitors  
PO Box 30  
IPSWICH QLD 4305

Item 11: Address for service of Lessee  
Money3 Corporation Limited  
Level 1, 40 Graduate Road  
BUNDOORA VIC 3070

## INTERPRETATION

### 1.1 Terms and Reference Schedule

- (1) Terms in **bold** in the Reference Schedule have the meaning shown opposite.
- (2) Item numbers refer to those in the Reference Schedule unless stated otherwise.

### 1.2 Definitions

- (1) "**Agreed Proportion of (Estimated) Outgoings**" means the percentage in Item 5 of the Reference Schedule being the proportion that the area of the **Premises** bears to the **Lettable Area**.
- (2) "**API**" means the Australian Property Institute (Inc) Queensland Division.
- (3) "**Security Deposit/Bond**" means an unconditional and irrevocable undertaking by the **Tenant** for the amount in Item 6 of the Reference Schedule on terms acceptable to the **Landlord**.
- (4) "**Building**" means all buildings and improvements on the **Land** of which the **Premises** form part including the land.
- (5) "**Car Park**" means those parts of the **Building** nominated by the **Landlord** for the parking of cars including all ramps and driveways and all rooms servicing the car parking area.
- (6) "**Common Areas**" means the areas of the **Building** designated for common use by the

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**Landlord.**

- (7) **"Commencement Date"** means the day inserted in Item 6 of the Form 7.
- (8) **"CPI"** means the Consumer Price Index (All Groups) for Brisbane published by the Australian Bureau of Statistics. If that index no longer exists, "CPI" means an index that the president of the **API** decides best reflects changes in the cost of living in the relevant city in which the **Premises** are located. As defined in clause 2.4.
- (9) **"Expiry Date"** means the day inserted in Item 6 of the Form 7.
- (10) **"Financial Year"** means 1 July to 30 June.
- (11) **"Land"** means the property described in Item 2 of the Form 7.
- (12) **"Landlord"** means the party described in Item 1 of the Form 7.
- (13) **"Landlord's Property"** means any property owned by the **Landlord** in or on the **Building**.
- (14) **"Lettable Area"** means the parts of the **Building** the **Landlord** has leased or can lease at a commercial rental.
- (15) **"Outgoings"** means all of those charges described in Item 4 of the Reference Schedule.
- (16) **"Premises"** means the premises described in Item 5 of the Form 7 and hatched in black on the attached Plan the boundaries of which are the internal finished surface of walls and includes the **Landlord's Property** in the **Premises**.
- (17) **"Rent"** means the amount in Item 2 of the Reference Schedule as varied under this Lease.
- (18) **"Rental Year"** means each year of the **Term**.
- (19) **"Services"** means all water, sewerage and all other utilities, services or systems provided in the **Building**.
- (20) **"Tenant"** means the party described in Item 3 of the Form 7.
- (21) **"Tenant's Property"** means all fixtures, fittings, equipment, signs, stock and other articles in the **Premises** owned by the **Tenant**.
- (22) **"Valuer"** means a specialist retail valuer kept on the list of specialist retail valuers pursuant to the **Act** and who is independent of the interest of the **Landlord** and **Tenant**.

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- (25) "Council" means the Ipswich City Council.
- (26) "Form 7" means the lease in form 7 to the Land Title Act 1994 under which this Schedule is attached.
- (27) "Legal costs" means fees charged by a Solicitor for professional fees and outlays.

### 1.3 Reference:

- (1) Reference to:
  - (a) the singular includes the plural and the plural includes the singular
  - (b) a person includes a body corporate
  - (c) a party includes the party's executors, administrators, successors and permitted assigns
- (2) If a party consists of more than one person, this Lease binds them jointly and each of them severally.
- (3) Headings are for convenience only and do not form part of this Lease or affect its interpretation.

## 2 RENT AND OTHER PAYMENTS

### 2.1 Payments

The Tenant must pay the Landlord:

- (a) the Rent
- (b) the Outgoings described in Item 4 of the Reference Schedule
- (c) The Landlord's legal costs in respect of the preparation of the Lease, stamp duty assessed on the Lease, the costs of registering the Lease
- (d) other Landlord's reasonable expense incurred in obtaining the consent of the Landlord's mortgagee to the Lease and costs of survey fees associated with registration of the Lease
- (e) all reasonable costs and expenses incurred by the Landlord in relation to any notice given to the Tenant in accordance with this Lease, lawful determination or attempted determination of this Lease, the surrender of this Lease, the granting of any consents, proceedings lawfully brought by the Landlord to enforce the Tenant's performance and obligations under this Lease

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- (f) any reasonable additional or unusual charges and expenses incurred by the **Landlord** at the request of the **Tenant**
- (g) any tax or levy in the nature of a goods and services tax or consumption tax or other tax levied directly on or relating to the receipt of payments including **Rent** incurred by the **Landlord** during the **Term**
- (h) any other payments arising from the **Tenant's** use of the **Premises** including any environmental levies and charges.
- (i) The **Tenant** must pay all excess water charges levied in respect of the premises
- (j) The **Tenant** must Maintain & Keep in good working order the **Air Conditioning plant and equipment**
- (k) The **Tenant** must keep the **Premises** tidy and in good repair and not do any act or thing to jeopardise the structural integrity of the **Premises** and **Building**.

## 2.2 Manner of Payment

- (1) The **Tenant** must pay the **Rent**:
  - (a) by equal monthly instalments in advance on the first day of each month.
  - (b) the first payment must be made on the **Commencement Date**
  - (c) if necessary the first and last instalments must be apportioned on a daily basis
  - (d) by Direct Bank Transfer to the **Landlord's** bank account as advised from time to time.
- (2) **Outgoings and Agreed Proportion of Outgoings**:
  - (a) the **Tenant** must pay the **Outgoings** as per Item 4.
- (3) The **Tenant** must make all other payments promptly to the relevant assessing authority if assessed directly against the **Tenant** but otherwise to the **Landlord** upon receipt of an invoice.
- (4) Payments must be made as the **Landlord** directs.

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**2.3 Charges for Electricity & Telephone**

The **Tenant** acknowledges that it is responsible for the supply of electricity to the subject **Premises and Signs** as well as any telephone charges

**2.4 Charges for Industrial Waste**

The **Tenant** acknowledges that she is responsible for all costs associated with the supply of Industrial Waste Bin/s, storing and removal of Industrial Waste over and above the Local Authority Garbage Charge for a standard Wheelie Bin.

**2.5 Maintenance of Air-conditioning**

The parties acknowledge that the Landlord will not be responsible for replacing, repairing or maintaining any air conditioning plant and equipment within the premises. The **Tenant** must pay all the costs associated with maintaining operating, repairing and if necessary replacing the air-conditioning plant and equipment for the Premises including the cost of any maintenance and/or service agreements.

**2.5 Additional Rent**

If the **Tenant** is late in paying the **Landlord** any money, the **Landlord** may charge the **Tenant** additional rent calculated on any late payments at the rate of two percent (2%) per month or any part of a month. All additional rent charged must be paid on demand.

**2.6 Rent Review**

**2.6 1 Rental for the First Year**

The Lessee shall pay in respect of the first year of the Lease the sum referred to in item 3 of the schedule.

**2.6 2 Rental for the Third and Subsequent Years of Lease**

The rent for the third and subsequent lease years commencing on 22 October 2015 shall be calculated in accordance with the following formula.

$$R = \frac{A \times B}{C}$$

Where:-

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- R = the base rental for the relevant year;
- A = the base rental applying in the rental year immediately preceding the rental year for which the base rental is being calculated;
- B = the index number released for the quarter year ending or applicable immediately prior to the rental year for which the base rental has been calculated.
- C = the index number released for the quarter year ending or applicable immediately prior to the commencement of the rental year immediately preceding the rental year for which the base rental has been determined.

### 2.6 3 Payment of Rental

The Lessee shall pay all installments of rental as the Landlord may direct, and should such rental cover any broken period then it is to be apportioned on a daily basis.

### 2.6 4 Market Review

- (1) The Rent from and including the Market Review Date indicated in Item 3 of the Reference Schedule is the current market rent at each such date as agreed or determined under clause 2.6 (4).
- (2) The current market rent is to be agreed upon in writing between the Landlord and the Tenant or, failing agreement within one (1) month after the relevant Market Review Date determined by a specialist retail valuer as defined by the Act, agreed to by the Landlord and the Tenant or failing agreement, nominated by the Chief Executive under the Act.

## 3 USE OF THE PREMISES

### 3.1 Use of the Premises

- (1) The Tenant must bring the Premises into active and bonafide use for the Permitted Use and for no other purpose.
- (2) The Landlord does not warrant the Premises are suitable for any purpose or may be used for the Permitted Use.

### 3.2 Occupation of Premises

The Tenant acknowledges that no promise, representation, warranty or undertaking has been given by or on behalf of the Landlord that others have leased or occupy or will continue to lease or occupy or will



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lease or occupy or will not be permitted to lease or occupy **Premises** within the **Building** or that the **Tenant** has any exclusive right to carry on the type of use or business permitted under or carried on pursuant to this Lease.

### 3.3 Conduct

The **Tenant** must not:

- (a) allow the **Premises** to be used for annoying, offensive or illegal acts which cause annoyance, nuisance, grievance, damage or disturbance to the occupants of adjacent premises or to the **Landlord**
- (b) hold or permit to be held any auction or similar sale in the **Premises**
- (c) use any form of power other than gas or electric current or gas supplies through meters
- (d) overload the **Services**
- (e) damage the **Landlord's Property**
- (f) alter the **Premises**, install any partitions or equipment or do any building work
- (g) do anything that may invalidate the **Landlord's** insurance or increase the **Landlord's** premiums
- (h) display, paint or erect any signs, save standard business signage provided further that the **Tenant** will be responsible for obtaining any consent required by the Ipswich City Council and shall pay all fees and charges imposed by such Council or other Statutory Authority.
- (i) knowingly use or allow the **Landlord's Property** to be used for any purpose other than those for which they were designed
- (j) interfere with any drains, water supply, gas, electrical, plumbing airconditioning equipment or other **Services** or any of the **Landlord's Property**
- (k) use any apparatus which radiates heat
- (l) bring any heavy machinery, plant or equipment onto the **Premises** unless it is reasonably necessary for the **Permitted Use** and in any case must not overload the floors, walls or ceilings
- (m) make holes, deface or damage floors, walls or ceilings or other parts of the **Premises**

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- (n) use or install any product or property in the **Premises** likely to cause damage
- (o) use or permit to be used any of the elevators, escalators or travelators in the **Building** to carry any bulky goods or equipment unless they are designated by the **Landlord** for that purpose

### 3.4 Consent

The **Tenant** may seek the **Landlord's** written consent to any of the matters in Clause 3.3 which can be granted at the **Landlord's** discretion and such consent shall not be unreasonably withheld.

### 3.5 Tenant's Obligation

The **Tenant** must:

- (a) obtain and maintain all permits or consents including environmental licences or authorities required from any government authority to carry on the **Permitted use** in the **Premises**
- (b) obey all reasonable directions and rules given by the **Landlord** relating to use of the **Common Areas**
- (c) obey any rules made by the **Landlord** relating to the operation, safety, use, occupation and management of the **Building**
- (d) immediately notify the **Landlord** of any damage to, defect or disrepair in the **Services** or the **Landlord's Property**
- (e) immediately notify the **Landlord** of any infectious diseases to the relevant Health Authority occurring on the **Premises** of which it is aware
- (f) immediately provide the **Landlord** with copies of all notices, which it is required to serve on or receive pursuant to any legislation relating to the **Premises**
- (g) at the expiration or sooner determination of the **Term** return all keys of the **Premises** to the **Landlord**
- (h) lock all exterior doors and windows in the **Premises** and the **Building** when the **Premises** or the **Building** are not being used
- (i) keep the **Premises** open for business during the core trading hours of the **Building** as defined in the Act
- (j) pay all charges, assessments or impositions which may be levied in respect of the

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**Premises** during the **Term** and arising as a result of the use and occupation of the **Premises** by the **Tenant**

- (k) keep the **Premises** free of vermin, with vermin being rodent and insect pests.

#### 4 MAINTENANCE AND REPAIR

##### 4.1 Repair

The **Tenant** must:

- (a) keep the **Premises**, including all signage, in good repair and condition except for fair wear and tear, and structural defects and/or repairs
- (b) fix any damage caused by the **Tenant** or its employees' use
- (c) repair, maintain or replace all glass in the **Premises**, the doors, locks, windows and window fittings, all broken, faulty or blown light tubes and associated electrical apparatus in the **Premises**
- (d) repair, maintain or replace any broken, damaged or faulty Plant & Equipment belonging to the **Landlord** and leased by the **Tenant** who accepts same in an "as is" condition with no warranty by the **Landlord** as to its fitness or otherwise

##### 4.2 Cleaning

The **Tenant** must:

- (a) keep the **Premises** clean and tidy, consistent with the nature of the business conducted on the **Premises**
- (b) keep the **Tenant's Property** clean and tidy
- (c) if the **Landlord** and **Tenant** agree to use a cleaning service supplied by the **Landlord** to the **Premises** the **Tenant** must pay to the **Landlord** on demand the reasonable cost of cleaning the **Premises**
- (d) any cleaning of the **Premises** by a service supplied by the **Landlord** must be of a satisfactory commercial standard and the cleaners will be allowed access to the **Premises** at all reasonable times

##### 4.3 Landlord's Right to Inspect and Repair

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- (1) Upon giving the **Tenant** two (2) days notice in writing, the **Landlord** or its Agents may inspect or carry out repairs, maintenance, or building work in or around the **Premises** at any reasonable time. In an emergency, the **Landlord** may enter at any time without giving the **Tenant** notice.
- (2) The **Landlord** may carry out any of the **Tenant's** obligations under this Lease if the **Tenant** does not carry them out on time or as reasonably directed by the **Landlord**. If the **Landlord** does so, then the **Tenant** must pay the **Landlord's** expenses.

#### 4.4 Tenant's Works

- (1) The **Tenant** must not carry out any building work without the **Landlord's** consent. The **Landlord** cannot unreasonably refuse to give its consent if:
  - (a) the **Landlord** approves the **Tenant's** drawings and specifications for the works
  - (b) the **Tenant** and the **Landlord** agree on the type, quality, colour and size of the materials to be used
  - (c) the **Landlord** reasonably approves of the **Tenant's** builder
- (2) The **Tenant** must:
  - (a) pay for any work approved under Clause 4.4(1)
  - (b) indemnify the **Landlord** against all injury or damage to the **Premises** or the **Building** caused by those works, and
  - (c) maintain the works

#### 4.5 Landlord's Fitout

If the **Landlord** has provided any fitout to the **Premises** then:

- (a) that fitout is **Landlord's Property**
- (b) the **Tenant** must not damage any fitout provided by the **Landlord** or install any additional fitout without the consent of the **Landlord** which must not be unreasonably withheld
- (c) if during the **Term** of this Lease or any renewed term, any fitout provided by the **Landlord** needs to be replaced because of fair wear and tear, then the **Landlord** will replace that

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fitout with fitout of a like quality

- (d) If during the **Term** of this Lease or any renewed term, the **Tenant** requires any fitout by the **Landlord** to be replaced for reason other than fair wear and tear, the **Landlord** or the **Tenant** with the **Landlord's** consent will replace that fitout at the cost of the **Tenant**.

## 5 ASSIGNMENT AND SUBLETTING

- 5.1 The **Tenant** may only assign, sublet, mortgage, charge or deal with the Lease or the Premises with the **Landlord's** consent which must not be unreasonably withheld.
- 5.2 The **Landlord** must give its consent if:
- (a) the **Landlord** is satisfied that the new tenant is suitable, respectable, responsible and financially secure and is capable of carrying out the **Tenant's** obligations under this Lease
  - (b) the **Tenant** and the new tenant signs any agreement and gives any security which the **Landlord** reasonably requires
  - (c) the **Tenant** complies with any other reasonable requirements of the **Landlord**
  - (d) the **Tenant** is not in breach of the Lease
  - (e) the **Tenant** releases the **Landlord** from all claims the **Tenant** has or may have in respect of this Lease
  - (f) the **Tenant** pays the **Landlord's** reasonable costs and expenses of giving its consent including a Deed of Covenant, to be prepared by the **Landlord's** solicitors and any registration fees and Mortgagee's Consent fees.

## 6 LANDLORD'S RIGHTS AND OBLIGATIONS

### 6.1 Variations in Tenant's Agreed Proportion

If the **Landlord** modifies the **Building** or alters the **Lettable Area**, the **Landlord** can recalculate the **Agreed Proportion of (Estimated) Outgoings** on the same basis as the **Agreed Proportion of (Estimated) Outgoings** was calculated before the **Commencement Date** but taking into account the increased or reduced (as the case may be) **Lettable Area**. Every such recalculation shall be binding on the parties to this Lease from the date the **Landlord** notifies the **Tenant** in writing.

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## 6.2 Rules

The **Landlord** may make rules relating to the **Building** and **Common Areas** dealing with:

- (a) their use, care and cleanliness
- (b) the preservation of good order
- (c) the comfort of persons
- (d) the location of garbage and refuse pending its removal
- (e) the closure of any part outside normal business hours
- (f) the external appearance
- (g) the control and operation of the **Car Park**

## 6.3 Management

The **Landlord** must manage and operate the **Building** and may appoint a person or corporation to carry out this task.

## 6.4 Complex Exterior

The **Landlord** has the exclusive right to use of the exterior of the **Building**, provided that any use of the exterior of the **Building** must not interfere with or adversely impact upon the **Tenant's** use of the **Premises**.

## 6.5 Licences for Use of Common Areas

The **Landlord** can grant to any person a licence to use any part of the **Common Areas** provided such licence must not substantially adversely effect the **Tenant's** rights under this Lease.

## 6.6 Quiet Enjoyment

Provided the **Tenant** complies with the terms of this Lease the **Tenant** can peaceably hold and enjoy the **Premises** during the continuance of this Lease without any interruption by the **Landlord** or any other person lawfully claiming under the **Landlord**.

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## 6.7 Insurance

The **Landlord** must insure the **Building** (but excluding all additions to the **Premises** carried out by the **Tenant** and the **Tenant's Property**) for its full replacement value and unless the insurance becomes void or voidable throughout or by reason of some default by the **Tenant** keep it insured.

## 6.8 Services

The **Landlord** must do everything reasonable to ensure the **Services** operate efficiently during normal working hours but the **Landlord** is not liable if they do not.

## 6.9 Directory Boards

Any directory boards provided by the **Landlord** are under its control.

# 7 RISK

## 7.1 Own Risk

The **Tenant** occupies and uses the **Premises** at its own risk. The **Tenant** also carries out building work in the **Premises** at its own risk.

## 7.2 Release

The **Tenant** releases to the fullest extent permitted by Law, the **Landlord** and its agents, employees and contractors from all claims and demands resulting from any accident, damage, loss, injury or death occurring in the **Premises** or in any part of the **Building** or outside the **Building** except to the extent that it is caused by a deliberate act, negligence or default by the **Landlord** or its agents, employees or contractors or from structural defects.

## 7.3 Indemnity

Without limiting the generality of Clause 7.2 the **Tenant** indemnifies and holds indemnified the **Landlord** and its agents, employees and contractors from and against all actions, claims, losses, damages and costs for or in respect of which the **Landlord** may sustain or incur or for which the **Landlord** or its agents, employees and contractors shall or may be or become liable whether during or after the **Term** in respect of or arising from:

- (1) **Breach of Covenant** – Loss, damage or injury to property or person from or

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contributed to by the neglect or default of the **Tenant** to observe or perform any of the covenants, conditions and restrictions on the part of the **Tenant** whether positive or negative expressed or implied.

- (2) **Misuse** – Negligent use or misuse, waste or abuse by the **Tenant** or any servant, agent or sub-tenant of any **Services** to the **Premises** or to the **Building**
- (3) **Escape of Harmful Agent** – Overflow or escape of water, fire, gas, electricity or any other harmful agent whatsoever in or from the **Premises** caused or contributed to by any act or omission on the part of the **Tenant** its servants, agents or sub-tenants
- (4) **Failure to Notify** – Failure of the **Tenant** to notify the **Landlord** of any defect of which it is aware in the **Premises** whatsoever
- (5) **Use of Premises** – Loss damage or injury from any cause whatsoever to property or person caused or contributed to by the use of the **Premises** by the **Tenant** or any servant, agent or sub-tenant
- (6) **Personal Injury** – Any personal injury sustained by any person in or about the **Premises** or the **Building** howsoever caused other than the wilful or negligent act or omission of the **Landlord** or its servants or agents.

#### 7.4 Insurance

- (1) At all times during the continuance of this Lease the **Tenant** must effect and keep current:
  - (a) a public liability insurance policy in respect of the **Premises** having endorsement to include the risks and indemnities contained in Clause 7.3 in the name of the **Tenant** in an amount set out in Item 8 of the Reference Schedule or any higher amount that the **Landlord** may from time to time reasonably require the **Tenant** by notice in writing to effect for any single claim, accident or event, with a reputable insurance company.
  - (b) a policy of insurance in the names of the **Tenant** to cover:
    - (i) the full reinstatement replacement costs of plate glass in the **Premises**  
with a reputable insurance company



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- (c) worker's compensation including employer's liability insurance (unlimited cover)
  - (d) a policy of insurance for all contents, goods and chattels contained within the **Premises**
- (2) The **Tenant** must give the **Landlord**:
- (a) a duplicate copy of each such policy upon demand
  - (b) a copy of the receipt issued for payment of each premium within five (5) business days of it being paid
  - (c) a copy of the certificate of currency when requested

#### 7.5 Notice of Accident

The **Tenant** must give the **Landlord** prompt notice in writing of any accident in or want of repair to the **Premises** or defect in any **Services** which it is aware.

#### 7.6 Conduct Voiding Insurance

The **Tenant** must not knowingly do or permit to be done or omit to do any act in the **Premises** or on the **Common Areas** which may render void or voidable any insurances on the **Building** or that may cause the rate of premium on any such insurance policies to be increased or be liable to be increased and the **Tenant** must do or permit to be done immediately upon request by the **Landlord**, everything necessary to ensure the continuance of any insurances effected by the **Landlord**.

### 8 DEFAULT AND TERMINATION

#### 8.1 Essential Terms

The essential terms are:

- (a) Payments
- (b) Use of **Premises**

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- (c) Conduct
- (d) **Tenant's Obligations**
- (e) Repair
- (f) Cleaning
- (g) Obtain consent before assignment, subletting, mortgaging or charging

## 8.2 Default

The **Tenant** is in default of this Lease if:

- (a) it breaches an essential term of this Lease
- (b) it repudiates its obligations under this Lease
- (c) it is insolvent
- (d) its interest under this Lease is attached or taken in execution under any legal process, or
- (e) it does not comply with any other term of this Lease within a reasonable time after receiving notice from the **Landlord** to do so

## 8.3 Termination of Tenancy

- (1) If the **Tenant** is in default and does not remedy the default within the time stated in any notice from the **Landlord**, the **Landlord** may do any one or more of the following without prejudice to any other right which it may have against the **Tenant**:

- (a) by notice to the **Tenant**, convert this Lease to a month to month tenancy on the terms of this Lease as far as they can be applied to a monthly tenancy

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- (b) by notice to the **Tenant**, terminate the Lease and take possession of the **Premises**.
- (c) recover from the **Tenant** any loss suffered by the **Landlord** due to default of the **Tenant**.
- (d) exercise any of its other legal rights.

(2) The **Landlord** must take reasonable steps to mitigate its loss.

## 9 EXPIRY OF TERM

### 9.1 Tenant's Obligations

On expiry of the **Term** or earlier termination the **Tenant** must:

- (a) vacate the **Premises** in good repair and clean condition wear and tear being acceptable.
- (b) remove all the **Tenant's Property** from the **Premises**.
- (c) repair any damage caused by removal of the **Tenant's Property**.
- (d) return all keys, security passes and cards held by the **Tenant** or its employees, and
- (e) within sixty (60) days of the expiry of the term the **Tenant** must repaint the internal walls and ceilings of the premises with two (2) coats of prime paint in colours first approved of by the **Landlord** with painting to be carried out in a proper and tradesman like manner and to replace any existing floor coverings with such like covering as the **Landlord** approves prior thereto.

### 9.2 Failure to Remove Tenant's Property

If the **Tenant** does not remove the **Tenant's Property** on expiry or earlier termination, the **Landlord** may:

- (a) remove and store the **Tenant's Property** at the **Tenant's** risk and expense, or

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- (b) treat the **Tenant's Property** as being abandoned, in which case title in the **Tenant's Property** passes to the **Landlord** who may deal with it as it thinks fit without being liable to account to the **Tenant**

### 9.3 Power of Attorney

- (1) The **Tenant** irrevocably appoints the **Landlord** and each and every one of its directors to be the true and lawful attorney of the **Tenant** to act at any time after the power to take back possession of the **Premises** has been exercised.
- (2) The attorney is empowered to:
- (a) execute and register (if necessary) a Transfer or Surrender of the Lease or a withdrawal of any Caveat lodged by the **Tenant** affecting the **Land** together with any other documents needed to effect those dealings
  - (b) do all things which the **Tenant** is required to do under this Lease
- (3) The **Tenant** undertakes to ratify and confirm anything the attorney lawfully does and to pay the **Landlord's** reasonable expenses incurred in exercising the powers under Clause 10.3 on demand.

## 10 MONTHLY TENANCY

### 10.1 Monthly Tenancy

If the **Tenant** continues to occupy the **Premises** after the **Expiry Date** in accordance with this Lease:

- (a) the **Tenant** does so as a monthly tenant on the same conditions as at the last day of the **Term**, and
- (b) either party may terminate the monthly tenancy by giving to the other one (1) month's notice expiring on any day

## 11 DAMAGE AND DESTRUCTION

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### 11.1 Rent Reduction

If the **Building** is damaged or destroyed and the **Tenant** or its employees have not caused or contributed to such damage or destruction and as a result the **Premises** are wholly or partially unfit for use or the **Tenant** cannot gain access to the **Premises** then from the date that the **Tenant** notifies the **Landlord** of the damage or destruction until the date that the **Premises** are again fit for use and accessible the **Landlord** must:

- (a) reduce the **Rent, Agreed Proportion of Outgoings** and any other money payable to the **Landlord** by a reasonable amount depending on the type and extent of damage or destruction, and
- (b) cannot require the **Tenant** to clean, repair or maintain until the **Premises** are fit for use and accessible

### 11.2 Tenant May Terminate

The **Tenant** may terminate this Lease by thirty (30) days notice to the **Landlord** unless:

- (a) within three (3) months of the event causing damage or destruction, the **Landlord** notifies the **Tenant** that the **Premises** will be reinstated, and
- (b) carries out reinstatement works within a reasonable time having regard to the extent of the damage

### 11.3 Landlord May Terminate

If the **Landlord** considers the damage to the **Premises** renders it impractical or undesirable to reinstate the **Premises**, it may terminate this Lease by giving to the **Tenant** notice in writing.

### 11.4 No Obligation to Rebuild

The **Landlord** is not obliged to restore the **Building** or **Premises** according to the former specification so long as the layout and dimensions of the **Premises** and **Services** are not substantially different.

### 11.5 Dispute Resolution when Act does not apply

- (1) The **Tenant** is entitled to dispute the reasonableness of any reduction of rent and other moneys
- (2) Any dispute as to the extent and reasonableness of any reduction in rent and other moneys must be determined by an independent **Valuer** appointed by the president of the **API** at the request of either party

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- (3) In making the determination, the appointed **Valuer** acts as an expert and the determination is final and binding on both parties
- (4) The cost of the determination must be paid by the parties equally unless otherwise decided by the appointed **Valuer**.

#### 11.6 Antecedent Rights

Termination under Clause 11 or any other provision of this Lease does not affect either parties accrued rights before termination.

### 12 SALE BY LANDLORD

Before transferring any interest on the **Land**, the **Landlord** must obtain a signed deed from the transferee containing covenants in favour of the **Tenant** that the transferee will be bound by the terms of this Lease and will not transfer its interest in the **Land** unless it obtains a similar deed from its transferee.

### 13 GENERAL

#### 13.1 Naming Rights

The **Landlord** may:

- (a) name or rename the **Building**
- (b) alter or build additions to the **Building** including the **Car Parks** and in so doing interrupt the **Services** provided any interruption is minimized and the **Tenant** is not entitled any compensation

#### 13.2 Landlord May Rectify

If the **Tenant** does not perform any obligation under this lease the **Landlord** may perform that obligation as agent of the **Tenant** and the full cost to the **Landlord** of performing that obligation is payable by the **Tenant** to the **Landlord** on demand.

#### 13.3 Notices

To be valid or effective a notice or document must be:

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- (a) in writing, and
- (b) left at, posted by registered post or sent by facsimile number to the **Landlord** or **Tenant** at the address last notified by the receiving party

#### 13.4 Waiver Negatived

Failure by the **Landlord** or **Tenant** to exercise any power or right under this Lease can not be such to be construed or deemed a waiver of the relevant power or right unless it is in writing.

#### 13.5 Entire Agreement

This Lease:

- (a) contains the entire agreement and understanding between the parties on everything connected with the subject matter of this Lease, and
- (b) supersedes any prior agreement or understanding on anything connected with that subject matter

#### 13.6 Severability

If any provision of this Lease or its Application to any person or circumstance is or becomes unenforceable, illegal or void the remaining covenants are not affected and each covenant of this Lease is enforceable to the greatest extent permitted by law.

#### 13.7 Obligation of Parties

The respective covenants and obligations of the parties as set out in this Lease whether positive or negative must be construed as if each such obligation or covenant is a separate and independence covenant made by one party in favour of the other party and continuing (unless the context otherwise requires) throughout the **Term** and for so long as it remains to be performed.

#### 13.8 Statutes and Regulations

References to statutes regulations ordinances or by-laws are deemed to extend to all statutes regulations ordinances or by-laws amending consolidating or replacing the same.

#### 13.9 Governing Law

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This Lease must be governed by and construed in accordance with the law of the State of Queensland.

### 13.10 Saturdays, Sundays and Public Holidays

If under this Lease the day on or by which any act, matter or thing must be done is a Saturday, Sunday or Public Holiday that act, matter or thing must be done on the next succeeding day which is not a Saturday, Sunday or Public Holiday.

### 13.11 Control & Management of Car Park

The car park is subject to the Landlords exclusive control. The Tenant has the right to occupy by way of licence, 1 car park provided at the rear of the premises.

## 14 GOODS AND SERVICES TAX

In the event that a Goods and Services Tax applies to any amount payable under this Lease, then:

- (a) No amount specified as payable by the Tenant under this Lease is inclusive of any Goods and Services Tax applying to such payments ("Goods and Services Tax") unless it is specifically specified as such.
- (b) The Tenant shall pay to the Landlord, or as the Landlord shall direct, the Goods and Services Tax payable in respect of the Rent and other payments payable by the Tenant under this Lease
- (c) The Goods and Services Tax in respect of the Rent shall be payable on each occasion when any Rent payment falls due for payment and in respect of any other payment shall be payable upon demand.
- (d) If the Tenant shall make default in payment of the Rent or other moneys payable under this Lease and the Landlord becomes liable to pay any additional Goods and Services Tax, fine or penalty, then the Tenant shall on demand pay to the Landlord the additional Goods and Services Tax, fine or penalty and the Tenant indemnifies the Landlord in respect of such sum
- (e) As between the Landlord and the Tenant, the Landlord shall not be obliged to pay Goods and Services Tax or additional tax, fine or penalty or to take other steps to minimize the liability in respect of such tax or additional tax, fine or penalty until the corresponding payment is received from the Tenant.



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- (f) The Landlord shall give to the Tenant a tax invoice in respect of such payment

## 15 OPTION FOR RENEWAL

- 15.1 Subject to Clause 15.3, the Tenant may require the Landlord to grant a new Lease for each of the option terms specified in Item 9 of the Reference Schedule.

When the Tenant must exercise an option

- 15.2 To exercise an option the Tenant must give the Landlord notice at least three (3) months before the expiration of the Term.

When the Landlord may refuse to renew Lease

- 15.3 The Landlord need not grant a new Lease if:

- (a) the Tenant is in breach of the Lease when the option is exercised and that breach is not remedied within a reasonable time of the Landlord giving the Tenant a notice requiring the Tenant to rectify the breach; or
- (b) during the Term the Tenant has received six (6) or more written notices from the Landlord of breaches of essential terms of this Lease; or
- (c) the Landlord is not given a guarantee or a guarantee and indemnity from every person the Landlord reasonably requires (this clause does not affect the enforceability of a guarantee or guarantee and indemnity that is stated to apply to a new Lease); or
- (d) the Tenant does not strictly comply with Clause 15.2

Terms of New Lease

- 15.4 A new Lease must contain the same terms as this Lease (including any amendments) except that:

- (a) the commencement and termination dates must be the first and last days of the option period; and
- (b) the Rent for the first year of the new Lease is to be determined under Clause 15.5; and

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- (c) the CPI Adjustment Dates, the Market Review Dates and the Fixed Increase Dates for the new Lease are those specified in Item 3 of the Reference Schedule; and
- (d) Item 9 in the Lease must contain the details of any option period in Item 9 that are after the relevant option period; and
- (e) If Item 9 provides for only one option period left then this clause 15 is to be deleted from the new Lease.

Rent payable in first year of New Lease

**15.5** Rent payable for the first year of the new Lease is the amount:

- (a) agreed by the Landlord and Tenant; or
- (b) if they do not agree at least one (1) month before the Commencement Date of the option period, Rent for the option period will be determined by Market Review in accordance with Clause 2.5(2).

## **16 - SECURITY DEPOSIT/BOND**

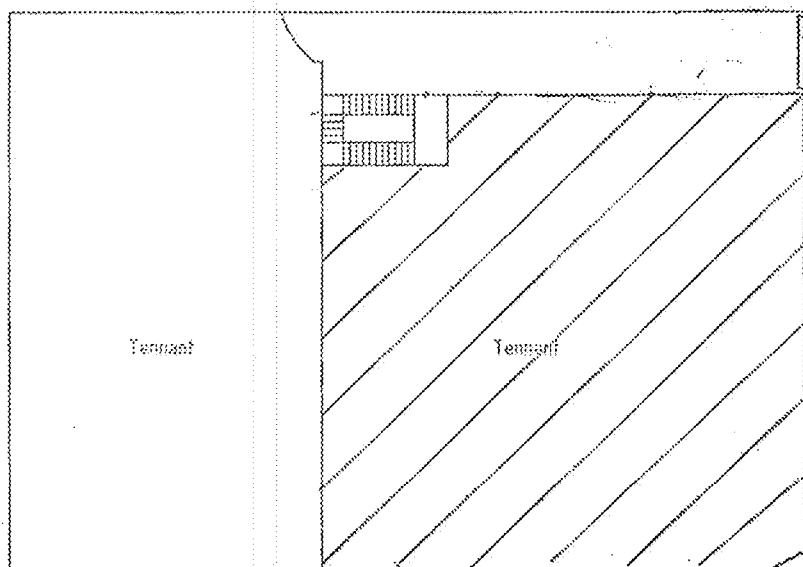
**16.01 SECURITY DEPOSIT/BOND** The Tenant shall keep and maintain throughout the duration of the Lease and any extension thereof a bond. Such payment shall be made by way of monetary payment or bank guarantee in a form acceptable to the Landlord equivalent to two months rent plus GST thereon. The Tenant shall also top up such bond to cover rental increases throughout the term or renewal of the Lease.

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Annexure A

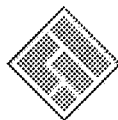
Premises Plan

106 Brisbane St, Ipswich 4305



GROUND FLOOR

BRISBANE ST



ASIC

Australian Securities & Investments Commission

Australian Company

MONEY3 CORPORATION LIMITED

ACN 117296143

Extracted from ASIC's database at AEST 20:00:56 on 14/11/2013

Company Summary	
	<p>Name: MONEY3 CORPORATION LIMITED</p> <p>ACN: 117296143</p> <p>ABN: 63 117 296 143</p> <p>Registration Date: 25/11/2005</p> <p>Next Review Date: 25/11/2013</p> <p>Status: Registered</p> <p>Type: Australian Public Company, Limited By Shares</p> <p>Locality of Registered Office: NORTHCOTE VIC 3070</p> <p>Regulator: Australian Securities &amp; Investments Commission</p>

Further information relating to this organisation may be purchased from ASIC.

## Allan Huntly

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**From:** Marian Harris <M.harris@money3.com.au>  
**Sent:** Friday, 15 November 2013 4:46 PM  
**To:** Allan Huntly  
**Subject:** FW: 106 Brisbane Street, Ipswich - The Cash Store.

Hi Alan

As requested, our details are below. Could I please ask that documentation be coordinated via myself and that Final Lease documents be printed, mailed and clearly flagged and marked where signatures are required.

**Money3 Registered Office:**

ABN: 63 117 296 143  
C/- BBA Fitzroy Pty Ltd  
Level 1, 48 High Street  
Northcote VIC 3070

**Mailing address for all documents (we will not be using our Solicitor)**

Attention: Marian Harris  
Money3 Corporation Limited  
Level 1, 40 Graduate Road  
Bundoora, 3083  
Telephone (03) 9093 8252

Rent and billing invoices can be emailed to:

[accounts@money3.com.au](mailto:accounts@money3.com.au)

Please advise bank accounts details and email address for remittance advice.

We request a separate advice or email detailing the Bond/Security Deposit.

Kind regards

Marian Harris | Executive Assistant | Shared Services

**money3** Level 1 | 40 Graduate Drive | Bundoora VIC 3083  
T: 03 9093 8252 | M 0411 598 095 | F 03 9093 8227 | [www.money3.com.au](http://www.money3.com.au)

-----Original Message-----

**From:** Robert Bryant  
**Sent:** Thursday, 14 November 2013 9:39 PM  
**To:** Marian Harris  
**Subject:** FW: 106 Brisbane Street, Ipswich - The Cash Store.

-----Original Message-----

**From:** Allan Huntly [mailto:Allan@thorntons.net.au]  
**Sent:** Thursday, November 14, 2013 7:39 PM  
**To:** Robert Bryant  
**Subject:** 106 Brisbane Street, Ipswich - The Cash Store.  
[www.thorntons.net.au](http://www.thorntons.net.au) <<http://www.thorntons.net.au/>>

Good evening Rob

I refer to our recent correspondence in relation to the lease terms for the above and

advise that following discussions with the owners they have agreed to your request for 2 x 2 year options following the initial 1 year lease term. Lease documentation will be prepared by the Owner's solicitors and I ask that you provide the following information so that we may have same prepared without delay.

Registered Office for Money 3

Solicitors for Money 3

We have received advice from Bentleys Corporate Recovery Pty Ltd that they were appointed Liquidators of The Cash Store on 21st October 2013 and would not be responsible for the premises at 106 Brisbane street, Ipswich from that date.

On receipt of the aforementioned information, I will arrange for the the Owners Solicitors to draw up a new lease with a commencement date of 22nd October 2013 and have same forwarded to you promptly.

I look forward to your early response. Thanks.

Regards,

Allan Huntly

Business Development & Property Manager Thornton Real Estate - Ipswich

p 07 3813 9999 m 0424 653 059

f 07 3812 2514

allan@thorntons.net.au <mailto:allan@thorntons.net.au> www.thorntons.net.au <http://www.thorntons.net.au/>