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Ogilvie
Ross
Solicitors



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Fountainhall P/L
Malcom Pulteney
000 Eastern Road
City Town 0000

Your Reference EIC_BH
Your Message From March 16 2005
Our Reference RO_H
Telephone (03) 0000 0000
Facsimile (03) 0000 0000
Email robert.ogilvie@ogilvieross.com.au
Date March 16 2005
Subject **Belle Heath**

Dear Mr Pulteney,

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Principals
Robert Ogilvie
David Ross

Yours Sincerely
Ogilvie Ross Solicitors.

Robert Ogilvie





Facsimile

To Malcom Pulteney
Company Fountainhall P/L
Facsimile (03) 0000 0000

From Robert Ogilvie
Facsimile (03) 0000 0000
Email robert.ogilvie@ogilvieross.com.au
cc robert.ogilvie@ogilvieross.com.au
Date March 16 2005
Page(s) 3
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Invoice



Invoice/Purchase Order

Robert Ogilvie

Principal
Ogilvie Ross Solicitors



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With Our Compliments

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Website 2nd Tier
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New Protections for Would-Be and Nursing Mothers

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3 **Repairs and Maintenance** [* Please refer to the "Important Notice To The Person Preparing This Lease" on the title page]

- 3.1 In this clause, if this lease is a renewal under an option in an earlier lease (whether or not the renewal is, or an earlier renewal was, on terms substantially different to those of the option), "start of the lease" means the starting date of the first lease to contain an option for renewal.
- 3.2 Except for fair wear and tear and subject to clause 3.4, the Tenant must keep the Premises in the same condition as at the start of the lease and properly, repaired and maintained. The Tenant must also comply with all notices or orders affecting the Premises which are issued during the Term.
- 3.3 In addition to its obligations under clause 3.2, the Tenant must -
- 3.3 i Refinish all finished surfaces in a workmanlike manner with as good quality materials as previously at least once every 5 years during the Term and any other term.
- 3.3 ii Keep the Premises properly cleaned and free from rubbish, keep waste in proper order.
- 3.3 iii Immediately replace glass which becomes cracked or broken with glass of the same thickness and quality.
- 3.3 iv Immediately repair defective windows, lights, doors, locks and fastenings, and replace missing light-globes and fluorescent tubes, keys and keycards.
- 3.3 v Maintain in working order all plumbing, drainage, gas, electric, solar and sewerage installations and fire prevention, detection and control apparatus.
- 3.3 vi Promptly give written notice to the Landlord or Landlord's agent of -
- (a) Damage to the Premises or of any defect in the structure of or any of the services to the Premises,
- (b) Service by any authority of a notice or order affecting the Premises,
- (c) Any hazards threatening or affecting the Premises,
- (d) Any hazards arising from the Premises for which the Landlord might be liable.
- 3.3 vii Immediately make good damage caused to adjacent property by the Tenant or the Tenant's Agents.
- 3.3 viii Permit the Landlord, its agents or workmen to enter the Premises during the normal business hours, after giving reasonable notice except in cases of emergency -
- (a) To inspect the Premises,
- (b) To carry out repairs or agreed alterations, and
- (c) To do anything necessary to comply with notices or orders of any relevant authority, bringing any necessary materials and equipment.
- 3.3 ix Carry out repairs within 14 days of being served with a written notice of any defect or lack of repair which the Tenant is obliged to make good under this lease. If the Tenant does not comply with the notice, the Landlord may carry out the repairs and the Tenant must repay the cost to the Landlord on demand.
- 3.3 x Unless the Act applies, only use persons approved by the Landlord to repair and maintain the Premises.
- 3.3 xi Take all precautions required by law against fire, but not if this requires structural alterations or installation of equipment unless they are required by the nature of the Tenant's use of the Premises.
- 3.3 xii Comply with all reasonable directions of the Landlord or the insurer of the Premises as to the prevention, detection and control of fire.
- 3.3 xiii On vacating the Premises, remove all signs and make good any damage caused by installation or removal.
- 3.3 xiv Take reasonable precautions to secure the Premises and their contents from theft, keep all doors and windows locked when the Premises are not in use, and comply with the Landlord's directions for the use and return of keys or keycards.
- 3.3 xv Permit the Landlord or its agent access to the Premises at reasonable times by appointment to show the Premises -
- (a) To prospective purchasers at any time during the Term, and
- (b) To prospective tenants within 3 months before the end of the Term and to affix "for sale" or "to let" signs in a way that does not unduly interfere with the permitted use.
- 3.3 xvi Refund on demand all increases in insurance premiums paid by the Landlord as the result of the Tenant's use of the Premises.
- 3.3 xvii Carry on its business efficiently and, subject to any applicable laws, keep the Premises open during the business hours which are normal for the permitted use.
- 3.3 xviii Maintain any grounds and gardens of the Premises in good condition, tidy, free from weeds and well watered.

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4 **Lease Transfers and Subletting**

- 4.1 The Tenant must not transfer this lease or sublet the Premises without the Landlord's written consent, and section 144 of the Property Law Act 1958 and clause 9.1 do not apply.
- 4.2 The Landlord -
- 4.2 i Subject to sub-clause 4.2 ii, must not unreasonably withhold consent to a transfer of this lease or a sublease of the Premises if the Tenant has complied with the requirements of clause 4.3. If the Act applies, the Landlord may only withhold consent to a transfer of this lease in accordance with the Act.
- 4.2 ii May withhold consent at the Landlord's discretion if the Act does not apply, and a transfer of this lease would result in the Act applying, or applying if this lease is renewed for a further term.
- 4.3 To obtain the Landlord's consent to a transfer or sublease the Tenant must -
- 4.3 i Ask the Landlord in writing to consent to the transfer or sublease,
- 4.3 ii Give the Landlord -
- (a) in relation to each proposed new tenant or sub-tenant such information as the Landlord reasonably requires about its financial resources and business experience, and (b) a copy of the proposed document of transfer or sublease.
- 4.3 iii Remedy any breach of the lease which has not been remedied and of which the Tenant has been given notice,
- 4.4 If the Act applies and
- 4.4 i The Tenant has complied with clause 4.3, and
- 4.4 ii The Landlord fails to respond by giving or withholding consent within 28 days, then the Landlord is to be taken as having consented. If the Act does not apply, the Landlord may request any additional information reasonably required to enable it to make a decision.
- 4.5 If the Landlord consents to the transfer or sublease, the Landlord, Tenant and new tenant or sub-tenant and the Guarantor must execute the documents submitted under subclause 4.3 ii(b). The new tenant or sub-tenant and the directors of them if they are corporations must execute a deed binding each of them to carry out the obligations of the Tenant under this lease and a guarantee and indemnity in the form of clause 15.
- 4.6 The Tenant must pay the Landlord's reasonable expenses incurred in connection with an application for consent or the granting of consent and the completion of the documents, as well as any stamp duty on the documents.
- 4.7 The Tenant must not give up possession or share occupancy of the Premises or grant a licence to anyone else without the Landlord's written consent, which may be given or withheld at the Landlord's discretion.
- 4.8 Unless the Act applies, the obligations to the Landlord of every Tenant who has transferred this lease continue until this lease ends. They do not continue into any period of overholding after this lease ends, nor into any renewed term: at those times they are the responsibility only of the tenant in possession. This clause does not prevent the Landlord from enforcing rights which arise before this lease ends.
- 5 **General Agreements between Landlord and Tenant**
- 5.1 When the Term ends, the Tenant must -
- 5.1 i Return possession of the Premises to the Landlord in clean and repaired condition as required by this lease, and
- 5.1 ii Remove the Tenant's Installations and other property from the Premises and make good any damage caused in installing or removing it. If the Tenant leaves any Tenant's Installations or other property on the Premises after the end of the lease, unless the Landlord and Tenant agree otherwise, those Tenant's Installations and property will be considered abandoned and will become the property of the Landlord, but the Landlord may remove any of the Tenant's Installations or other property and recover the costs of removal and making good as a liquidated debt payable on demand.

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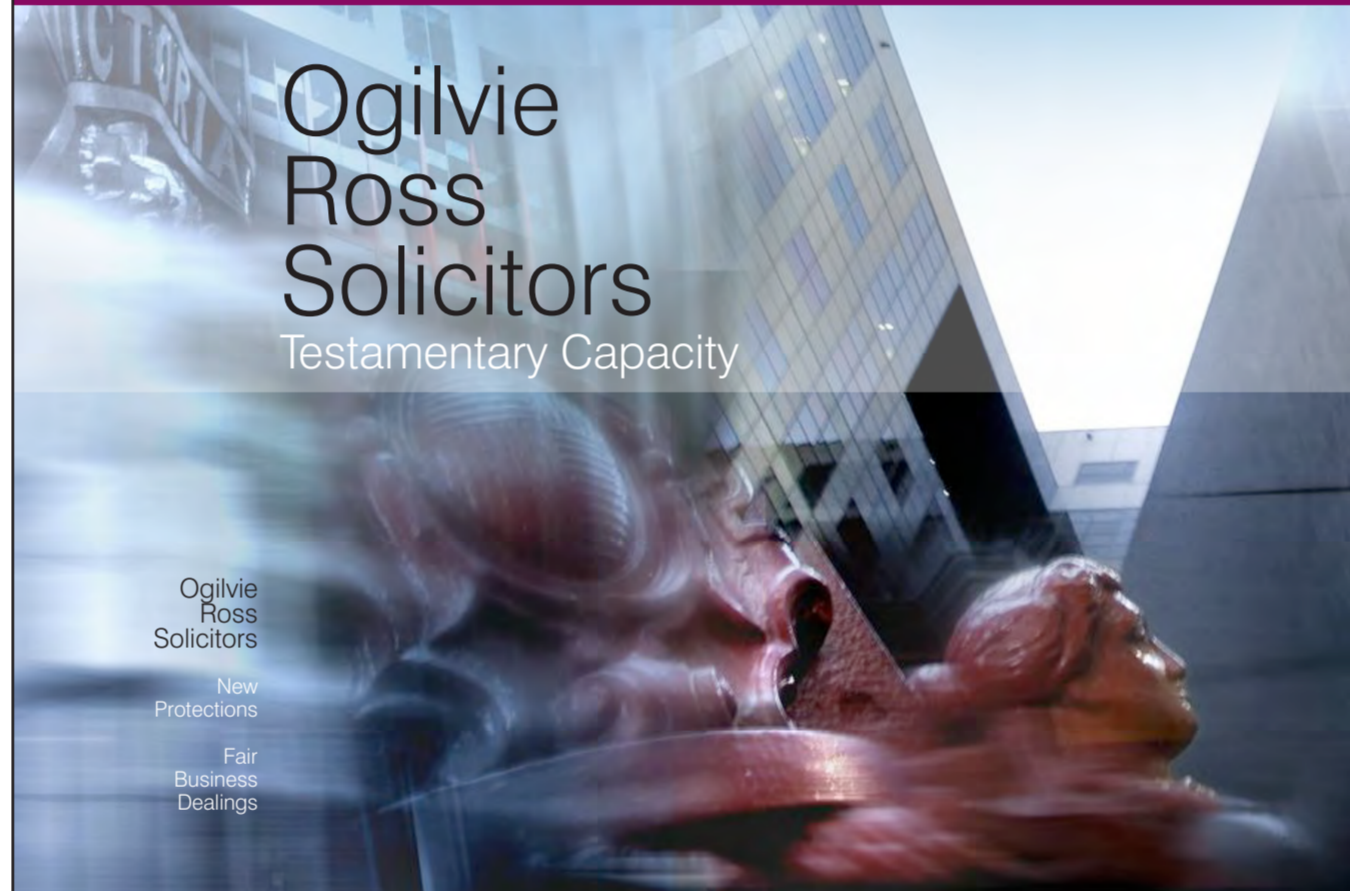


Testamentary Capacity Outlined

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