



QUEENSLAND
X-RAY

Ultrarad Pty Ltd
ACN 010 454 010 ABN 31 642 515 622

copy original at Logan Hospital

Administration Level 1, 1985 Logan Rd, Upper Mt Gravatt QLD 4122

Postal Address PO Box 109, Sunnybank QLD 4109

Telephone (07) 3343 9466 - Facsimile (07) 3343 7055

E-mail admin@qldxray.com.au - Website www.qldxray.com.au

DCS
09 SEP 2008
SET

14 July 2004

RECEIVED
14 JUL 2004
SUPPLY DEPT QEII JUBILEE HOSPITAL

Mrs Wendy Pilkington
District Manager
QEII Jubilee Hospital
Troughton Road
Coopers Plains Qld 4110

Dear Wendy

**Re: Offer No: QE 08/04
Offer for purchase of Diagnostic Imaging Services**

Queensland X-Ray Pty Ltd (QXR) hereby submits an Offer in response to your Invitation for Offer to purchase Diagnostic Imaging Services on account of QEII Jubilee Hospital.

As required in the tender document two bound copies are enclosed.

Should the Offer submitted to QEII Jubilee Hospital be acceptable, QXR as the incumbent provider of these services is in a position to carry on with the services required in the tender without interruption to the patients or clinicians of the Hospital.

Additional information about QXR can be found at our web site www.qldxray.com.au.

Please contact the undernamed should you require any additional details.

Yours faithfully

Mr Peter Davis
Business Manager
Queensland X-Ray Pty Ltd

offer delivered to DM 15/7 0900

Agreement for the provision of diagnostic imaging services to public patients

Between

State of Queensland acting through the Queen Elizabeth II Hospital Health Service District (**Principal**)

and

Queensland X-Ray Pty Ltd ACN 094 502 208 (**Contractor**)

MinterEllison

LAWYERS

WATERFRONT PLACE, 1 EAGLE STREET, BRISBANE QLD 4000, DX 102 BRISBANE
TEL: +61 7 3119 6000 FAX: +61 7 3119 1000
www.minterellison.com

BNE5_123858_8 (W97)

DOH-DL-12/13-003 RTI Document 2

Agreement for provision of diagnostic imaging services to public

Details	4
Agreed terms	5
1. Defined terms & interpretation	5
2. Interpretation	7
3. Term	8
4. Observance of laws	8
5. Approval by the Principal	8
6. Withdrawal of approval by the Principal	9
7. Appointment as independent contractor	9
8. Provision of Services	10
9. Location of Services	11
10. Lease	11
11. Employment arrangements	11
12. Principal's obligations	12
13. Request forms	13
14. Private practice	13
15. Invoices	13
16. Reporting	14
17. Records and audit	14
18. Data management	14
19. Patient records and disclosure of information	15
20. Security and access	15
21. Risk and indemnity	16
22. Default of the parties	16
23. Resolution of disputes	17
24. Insurance	18
25. Values and Ethics	18

26.	Waiver	18
27.	Governing law and jurisdiction	19
28.	Notices	19
29.	Entire agreement	19
30.	Costs	19
31.	Assignment	19
	Schedule 1 - Lease	20
	Schedule 2 - Agreement between Principal and Contractor re Employment of QEII Radiology Staff	21
	Schedule 3 - Services	22
	Schedule 4 - Performance Indicators	24
	Schedule 5 - Radiological equipment	25
	Schedule 6 - Audit Plan	26
	Schedule 7 - Clinical Services and Levels of Complexity	27
	Signing pages	30

Details

Date 19/04/2005

Parties

Name **State of Queensland acting through the Queen Elizabeth II Hospital Health Service District**
Short form name **Principal**
Notice details Queen Elizabeth II Hospital Health Service District
Private Bag 2
Coopers Plains Qld 4108
Facsimile (07) 3277 8807
Attention The District Manager

Name **Queensland X-Ray Pty Ltd ACN 694 502 208**
Short form name **Contractor**
Notice details Level 1, 1985 Logan Road
Upper Mount Gravatt
Queensland 4122
Facsimile (07) 3343 2799
Attention: Mr Peter Davis
Business Manager
Queensland X-Ray Pty Limited

Background

- A The Principal operates the Hospital.
- B It is the function of the Principal to provide, manage and deliver public sector health services and to ensure that health services are of a high quality.
- C To fulfil this function the Principal requires quality diagnostic imaging services to be provided in a cost effective and timely manner.
- D The Principal invited organisations and individuals to submit a proposal for the provision of a full range of diagnostic imaging services to the Hospital.
- E The Contractor responded by submitting a proposal and after further negotiations was accepted as the successful applicant by the Principal.
- F The Contractor agrees to:
 - (i) provide the Services to Public Patients; and
 - (ii) enter into the Lease in respect of part of the Hospital.

Agreed terms

1. Defined terms & interpretation

1.1 In this document:

Agreement means this document and all schedules to this document.

Baseline Amount means the amount of \$2,489,000 invoiced to the Principal for the financial year ended 30 June 2004.

Clinical Services means those services set out in Schedule 7.

Commencement Date means 23 March 2005.

Financial Year means a period of 12 months ending on 30 June.

Hospital means the Queen Elizabeth II Jubilee Hospital located at Kessels Road, Coopers Plains.

Investigative Agency means any of the following entities:

- (a) a Crime and Misconduct Commission;
- (b) a commission under the Commission of Inquiry Act 1950;
- (c) a court;
- (d) the Adult Guardian;
- (e) a coronial inquest;
- (f) any other investigative agency determined by the Director General of Queensland Health but does not include an investigation by the police.

Lease means the agreement between the Principal and the Contractor in respect of 500 square metres of partially equipped ground floor space and 45 square metres of 2nd floor space and 12 designated car parks of the Hospital substantially in accordance with the Lease contained in Schedule 1.

Level 2-3 Hospital means the clinical services provided by the Principal as specified in Queensland Health's Clinical Services Capability Framework (2004) set out in Schedule 7.

Manager means the Manager for the time being of the Hospital appointed under Division 4 of the *Health Services Act 1991*.

Manager's Consent means the prior written consent of the Manager which may be given subject to such terms and conditions as the Manager may see fit to impose.

Medicare Schedule Fee means the amount for diagnostic imaging services designated from time to time by the Commonwealth Department of Health as described in the Commonwealth Medicare Benefits Schedule, such fees not to be less than the fees set out in the Schedule as at 1 November 2004.

Month means calendar month.

Normal Hours means 0800 to 1630, Monday to Friday, excluding public holidays.

Off Site Services means those Services specified in Schedule 3 which may be provided off site by the Contractor in accordance with the terms of this Agreement.

On Call means that the Contractor shall ensure that when a Qualified Radiologist or Qualified Radiographer is on call that person will attend at the Premises within 30 minutes of receiving a telephone request for his or her attendance from the Principal.

On Site Services means those Services specified in Schedule 3 which are to be provided on site by the Contractor in accordance with the terms of this Agreement.

Performance Indicators means the measurement of performance of the Services as specified in Schedule 4.

Premises means the area of the Hospital to be leased by the Contractor.

Private Patients means a patient who has been referred by a private medical practitioner or a full time public hospital specialist medical practitioner who is exercising his or her right of private practice to the Contractor and for whom the Principal does not accept financial responsibility for the radiological service provided.

Public Patient means a patient:

- (a) who is treated within the public health system and for whom either no fees are charged to the patient or in respect of whom the Principal is entitled to claim a charge under the *Health Services Regulation 1992*;
- (b) who is referred by the Principal to the Contractor for a radiological service; and
- (c) for whom the Principal accepts financial responsibility for the radiological service provided.

Public Patient Records means X-Ray Film or its equivalent and the report prepared by the Qualified Radiologist on behalf of the Contractor.

Qualified Hospital Staff means those persons determined by the District Clinical Privileges and Credentialling Committee as suitable to use Radiological Equipment.

Qualified Nurse means a person registered with the Queensland Nursing Council (who is not an enrolled nurse) and who holds an annual Licence Certificate issued under the *Nursing Act 1992*.

Qualified Radiographer means a person eligible for membership of the Australian Institute of Radiographers.

Qualified Radiologist means a person:

- (a) registered by the Medical Board of Queensland as a specialist practitioner in diagnostic radiology; and
- (b) approved by the Principal in accordance with clause 5.

Radiological Equipment means the items specified in Schedule 5 of the Agreement and the items located on the Premises owned by the Principal which the Contractor is licensed to use under the Lease specified in Annexure C of the Lease.

Radiology Indicators means radiology indicators as determined from time to time by the Australian Council on Health Care Standards, being at the Commencement Date, Turn Around Time for a report on a radiographic examination, and the morbidity associated with radiological procedures.

Radiology Information System means the computer software package to be used by the Contractor in managing their business.

Request Forms means the forms to be supplied by the Contractor to the Principal in respect of Public Patients. The request form must provide places for the Principal to insert:

- (a) the name of the patient;
- (b) the date of the request;
- (c) the time that the request is made;
- (d) the type of service requested;
- (e) whether the request is for an Urgent Service or non-urgent service;
- (f) the name of the requesting practitioner;
- (g) the name of the treating consultant; and
- (h) the ward/department of the Hospital.

Right of Private Practice means the right of hospital medical staff to treat private patients.

Services means the services specified in Schedule 3.

Term has the meaning in clause 3 of this Agreement

Turn Around Time for a radiographic examination means:

- (a) for Urgent Services and inpatient examinations the period beginning when the Contractor receives the request form to complete an examination and ending when the report is provided; or
- (b) for elective out patient examinations, the period beginning when the patient presents to the Contractor's department for an examination and ending when a report for an elective outpatient examination is provided.

Urgent Service means a procedure or service where the results of such Procedure or Service will have an immediate impact on the Public Patient's well being and their clinical management.

Wilful Neglect means malicious or reckless conduct that would, if proven, be a disciplinary breach providing reasonable grounds for terminating the employment of an employee.

X-Ray Film includes a video.

Year means each period of 12 calendar Months from the Commencement Date.

2. Interpretation

2.1 In this Agreement, unless the contrary intention appears:

- (a) words expressing the singular include the plural and vice versa;
- (b) words denoting any gender include other genders;
- (c) headings are included for convenience only and will not affect the interpretation of this Agreement;
- (d) the schedules form part of this Agreement;
- (e) a reference to a statute includes a reference to all enactments which amend or consolidate the statute or any statute introduced in substitution for the statute referred to;

- (f) for any word or phrase given a definite meaning in this Agreement, any derivative or any other part of speech or other grammatical form of that word or phrase will have a corresponding meaning elsewhere in the Agreement; and
- (g) a covenant or agreement on the part of two or more persons shall be deemed to bind them jointly and severally.

2.2 In the event that any or any part of the terms or conditions of this Agreement shall be determined as being invalid, unlawful or unenforceable wholly or to any lesser extent, such term or condition to the extent that it is invalid unlawful or unenforceable shall be severed from the remaining terms and conditions and the remaining terms and conditions shall continue to be valid and enforceable to the fullest extent permitted by law.

3. Term

3.1 This Agreement shall commence on the Commencement Date and shall expire on 22 March 2015 unless terminated earlier under this Agreement.

4. Observance of laws

4.1 The Contractor must, in the course of providing the Services under this Agreement, comply with the policies, directives and laws applicable to Queensland Health employees and use its best endeavours to ensure its servants and agents comply with the policies, directives and laws applicable to Queensland Health employees or as otherwise applicable to the performance of the Services including but not limited to the following:

- (a) *Section 63 of the Health Services Act 1991;*
- (b) *Information Standard 42A;*
- (c) *Queensland Health Code of Conduct 2000;*
- (d) *Radiation Safety Act 1999;*
- (e) *Nursing Act 1992;*
- (f) *Medical Practitioners Registration Act 2001;*
- (g) *Workplace Health and Safety Act 1995;*
- (h) *Anti-Discrimination Act 1991.*

5. Approval by the Principal

5.1 The Contractor shall nominate in writing one or more radiologists who are registered by the Medical Board of Queensland as specialist practitioners in diagnostic imaging for the purposes of performing the Services under this Agreement.

5.2 The Principal, acting through the Medical Superintendent of the Hospital, may approve (and an approval shall not be unreasonably withheld) any one or more radiologists nominated by the Contractor in accordance with clause 5.1 for the purposes of this Agreement.

5.3 The Contractor may from time to time nominate an additional radiologist who is registered by the Medical Board of Queensland as a specialist practitioner in diagnostic imaging for approval by the Principal and shall do so if there ceases to be a radiologist approved by the Principal. Any radiologist nominated by the Contract may be approved by the Principal in accordance with clause 5.2.

5.4 The Contractor agrees that despite the Principal's approval of a radiologist in accordance with clause 5.2, the Principal is not responsible for the actions of the radiologist and the Contractor remains responsible for the provision and the standard of the Services under this Agreement.

5.5 A radiologist shall cease to be approved by the Principal if:

- (a) the radiologist's nomination is withdrawn by the Contractor by notice in writing to the Principal;
- (b) the approval of the Principal is withdrawn in accordance with clause 6;
- (c) the radiologist is removed or suspended from the register by the Medical Board of Queensland.

5.6 If a radiologist ceases to be approved by the Principal that person shall:

- (a) immediately cease to perform the Services; and
- (b) within 2 days complete any reports or recording of information in respect of patients.

6. Withdrawal of approval by the Principal

6.1 The Principal may require the Contractor to withdraw a radiologist from providing the Services, by notice in writing to the Contractor where the radiologist:

- (a) is charged with or convicted of a criminal offence; or
- (b) is detained in a hospital or a place of safety under the provisions of the *Mental Health Act 1974* or equivalent legislation in another State or Territory, or if the Principal considers that a radiologist whom it has approved:
- (c) does not have or maintain the necessary medical registrations and qualifications required for the performance of the Services;
- (d) has failed to act in accordance with the provisions of this Agreement referring to the Services;
- (e) engages in conduct, acts or omissions which have been proven to the satisfaction of the Principal, to constitute the basis of a legitimate complaint by a patient in respect of that employee;
- (f) engages in conduct, acts or omissions which have been proven to the satisfaction of the Principal, to constitute negligence or Wilful Neglect ;
- (g) engages in conduct, acts or omissions which have been referred to an Investigative Agency, a Professional Conduct Review Panel, the Medical Tribunal or the Medical Board of Queensland.
- (h) uses intoxicating beverages or drugs to excess; or
- (i) displays disgraceful or improper conduct or conduct which shows an unfitness to continue to provide Services.

6.2 The Contractor shall immediately inform the Principal in writing of the happening of either of the events specified in clause 6.1 in respect of any radiologist approved by the Principal.

7. Appointment as independent contractor

7.1 The Principal appoints the Contractor to provide the Services (as an independent contractor and not as an employee or agent) in accordance with this Agreement.

- 7.2 The Contractor or its agents and employees shall not:
- (a) represent itself or allow itself to be represented as being an employee or agent of the Principal; or
 - (b) by virtue of this Agreement be or become an employee or agent of the Principal.

8. Provision of Services

- 8.1 The Contractor shall provide the Services in relation to Public Patients On Site at the Hospital in accordance with this Agreement. The Contractor shall provide the Services in accordance with the Performance Indicators specified in Schedule 4 during the following hours of operation:

	Monday to Friday	Saturday, Sunday & Sat, Sun & Public Holidays	After Hours
Radiologist Services	0800-1630 onsite for all services	On Call for Urgent Services	On Call for Urgent Services
Radiographer Services	0800-1630 onsite for all services 1630-2300 onsite for Urgent Services	0900-2300 onsite for Urgent Services	2300-0800 On Call for Urgent Services
Nursing and Administrative Support	0800-1630 onsite as required by the Contractor	As required by the Contractor	As required by the Contractor
Porterage	n/a (1 PSO provided by the Hospital 0800-1630)	n/a (Provided by the Hospital on request)	n/a (1630-0800 Provided by the Hospital on request)
X-Ray Filing	n/a (Provided by the Hospital 0800-1630)	Provider to ensure the Hospital has access to Public Patient films	Provider to ensure the Hospital has access to Public Patient films

The Contractor and On Call staff must be available within 30 minutes of receiving a telephone request from the Principal.

- 8.2 For the purposes of this Agreement, the Contractor may fulfil its obligations to provide the Services by undertaking the activity itself or by acting through its employees or agents. The Contractor is responsible for the actions of its employees and agents and will use its best endeavours to ensure its employees and agents act professionally in accordance with clause 8.7(b) and provide the Services in accordance with Schedule 4.
- 8.3 Subject to clause 8.5 the Contractor must use:
- (a) Qualified Radiologists to perform radiology;
 - (b) Qualified Radiographers to perform radiography; and
 - (c) Qualified Nurses to perform nursing activities.

- 8.4 The Contractor shall provide the Services in relation to Public Patients Off Site from the Hospital as specified in Schedule 3 and clauses 3 and 4 of Schedule 4.
- 8.5 The Contractor may use students and trainees to assist in the performance of the Services contained within the scope of Schedule 3 as well as for the purpose of participating in the professional education of radiologists, radiographers and Hospital staff. The students and trainees must be supervised by the Contractor at all times.
- 8.6 The Contractor shall provide appropriate administrative and clerical support staff in connection with the performance of the Services.
- 8.7 The Contractor shall:
- (a) consult regularly with the Manager and the Medical Superintendent of the Hospital as required throughout the term of this Agreement;
 - (b) act professionally at all times in the performance of the Services, exercising the appropriate level of skill, care and diligence normally required with the performance of work of this nature;
 - (c) comply with the Principal's quality management policies and principles and participate in the Hospital wide accreditation program; and
 - (d) ensure that structural shielding and radiation protection is in accordance with the requirements of the Radiation Health Division of Queensland Health.
- 8.8 The Contractor agrees that the Principal is not liable for the payment of any fees in respect of Private Patients referred to the Contractor.
- 8.9 The Contractor agrees to allow the Principal's Qualified Hospital Staff to have access to the Contractor's equipment (including Radiological Equipment) as specified in note 1 in Schedule 3.
- 8.10 The Contractor will as soon as practicable after the Commencement Date ensure that all radiology equipment meets the minimum specifications referred to in Schedule 5 and will ensure that the Radiological Equipment whether owned by the Principal or the Contractor is maintained and kept in good repair at all times.

9. Location of Services

- 9.1 On Site Services are to be provided by the Contractor at the Hospital.
- 9.2 Off Site Services are to be provided by the Contractor at its offices within a 10 kilometre radius of the Hospital.

10. Lease

- 10.1 This Agreement is conditional upon the Principal and the Contractor entering into the Lease on or before the Commencement Date. If the Contractor does not enter into the Lease on or before the Commencement Date this Agreement is at an end.

11. Employment arrangements

- 11.1 The Principal agrees to continue the employment arrangements set out in Schedule 2.

12. Principal's obligations

12.1 Subject to clause 12.2 the Principal agrees not to refer Public Patients to a private provider of the Services (other than the Contractor) during the term of this Agreement. The Principal may refer Public Patients to public hospitals (other than the Queen Elizabeth II Jubilee Hospital) for any of the Services:

- (a) not provided On Site by the Contractor; and
- (b) for any Services provided On Site if the care and management of the public patient cannot be handled by the Queen Elizabeth II Jubilee Hospital.

12.2 Subject to clause 22.5, the Principal gives no assurance or warranty as to the number of Public Patients which the Principal may refer to the Contractor under this Agreement.

12.3 The Principal will provide the Contractor with a completed Request Form in respect of each Public Patient it refers in advance of the performance of the procedure.

12.4 In consideration of the Contractor providing the Services and carrying out its obligations under this Agreement, the Principal must pay, less the amounts provided for in clauses 12.5, % of the equivalent Medicare Schedule Fee for each item as described in the Commonwealth Medical Benefits Schedule to the Contractor in respect of the Services whether provided On Site or Off Site (except as indicated below):

- | | |
|---|---|
| (a) CT Scan and Nuclear Medicine Study | <input type="text"/> of the equivalent Schedule Fee. |
| (b) access to the Contractor's equipment | <input type="text"/> on each occasion that access is granted to Qualified Hospital Staff |
| (c) echocardiograms performed by the Contractor with the videos being reviewed by the Principal's cardiologists | <input type="text"/> of the equivalent Schedule Fee for each item |
| (d) Magnetic Resonance Imaging | Inpatient charges: <input type="text"/> each region where no contrast medium is used. An additional <input type="text"/> is payable where contrast medium is used.

Outpatient charges: the difference between the Medicare rebates and <input type="text"/> for each region and <input type="text"/> is for contrast medium. |
| (e) Fluoroscopy or radiography in theatre or other locations outside the Premises performed by any radiographic staff | <input type="text"/> of the equivalent Schedule Fee for each item. |

12.5 At the end of each Financial Year of the Term, the fees payable by the Principal under clause 12.4 are to be discounted by % of the amount by which the aggregate of all fees paid during the Financial Year exceed the Baseline Amount (if any).

12.6 The discount determined under clause 12.5 will be rebated to the Principal within 14 days of the end of the Financial Year.

- 12.7 At the end of each Month of the Term, the fees payable by the Principal under clause 12.4 are to be discounted by % of the aggregate of all fees paid during that Month.
- 12.8 The Principal will provide free of charge one patient support officer for the portage of public and Private Patients to and from the wards to the Contractor between the hours of 0800 - 1630 Monday to Friday (excluding Public Holidays). Out of hours portage will be provided free of charge by the Principal on request by the Contractor.
- 12.9 The Principal will provide a filing clerk from the Medical Records Department of the Hospital free of charge to the Contractor for the maintenance of Public Patient X-Ray Films between the hours of 0800 - 1630 Monday to Friday (excluding Public Holidays).
- 12.10 Outside Normal Hours the Contractor will provide the Principal with access to the Public Patient X-Ray Films.

13. Request forms

- 13.1 The Contractor will provide the Principal with Request Forms when required to do so by the Principal free of charge.

14. Private practice

- 14.1 The Contractor may operate a private medical practice on the Premises, provided that the Contractor does not:
- (a) allow the operation of the private medical practice to create a conflict of interest with the performance of the Contractor's obligations under this Agreement;
 - (b) allow the operation of the private medical practice to interfere with the performance of the Contractor's obligations under this Agreement; or
 - (c) allow the operation of the private medical practice to prevent the Contractor meeting the deadlines specified in the Performance Indicators.
- 14.2 Private medical practitioners or full time public hospital specialist medical practitioners who are exercising their Right of Private Practice may refer Private Patients to the Contractor and the Contractor will seek payment for any work the Contractor performs from the Private Patient.

15. Invoices

- 15.1 Subject to clause 15.2, the Contractor will provide the Principal with a Monthly consolidated invoice for amounts payable to the Contractor for the preceding calendar Month on or before the 7th day of each Month.
- 15.2 The invoice referred to in clause 15.1 will include the following information:
- (a) Services provided; and
 - (b) the amount claimed in respect of each Service.
- 15.3 The Principal will pay the Contractor in respect of all invoices within 7 days of the date of receipt. The Principal and the Contractor may make adjustments to amounts claimed or paid as the case may be as a result of errors or additions to invoices.

16. Reporting

16.1 The Contractor shall:

- (a) liaise with and report to the Manager; and
- (b) attend meetings and briefings with the personnel of the Principal,

as reasonably required by the Manager.

16.2 The Contractor is to provide to the Principal:

- (a) a Monthly itemised summary of the Services provided. The summary shall include the item fee charged at the Medicare Schedule Fee, volume of the Services and the total fees;
- (b) a Monthly statement of the Public Patients referred to the Contractor by each referring doctor/ward area on behalf of the Principal. The statement shall include:
 - (i) the patients' names; and
 - (ii) UR numbers.
- (c) a three-Monthly summary report on ACHS Radiology Indicators as mutually agreed from time to time. The initial indicators to be reported are:
 - (i) average Turn Around Time for a radiographic examination and report; and
 - (ii) the morbidity associated with radiological procedures (adverse events).

16.3 Reports by the Contractor to the Manager shall be in writing, unless otherwise permitted by the Manager.

17. Records and audit

17.1 The Contractor shall keep records of the Services provided to Public Patients in a manner that facilitates retrieval on the basis of the patient's name, referring doctor and date service. These records must include a copy of the completed Request Form, a copy of the report prepared by the Contractor and the amount charged. The records may be in electronic form. These records must be retained for at least 18 Months following the day on which the service was rendered.

17.2 The Principal may conduct an audit of the records in accordance with the audit plan in Schedule 6 and the reporting requirements in clause 16.2 (c) as agreed from time to time. If requested by the Manager, the Contractor must produce these records to an officer authorised by the Manager as soon as possible but in any event within 7 days of the Manager's request. The Manager or a person authorised by the Manager may make and retain copies or take and retain extracts, of these records.

17.3 The Contractor will assist the Principal to conduct the audit and will address the issues raised by the Principal following the audit.

18. Data management

18.1 The Contractor will install by 30 December 2005 and maintain throughout the remaining Term a Radiology Information System which will have the capabilities agreed between the parties, and will work with the Principal to develop 'on ward' ordering and reporting.

18.2 The Contractor and the Principal will jointly ensure the Radiology Information System provides reports on the Performance Indicators set out in Schedule 4 (Performance Indicator Reports).

- 18.3 The Performance Indicator Reports will be reviewed by the Principal and the Contractor after three (3) months and if preparation of the Performance Indicator Reports results in difficulty in collecting data that cannot be resolved, the Principal and the Contractor will negotiate in good faith to amend the Performance Indicators in Schedule 4.
- 18.4 Any amendments to the Performance Indicators agreed by the parties must be in writing and appended to the Agreement.

19. Patient records and disclosure of information

- 19.1 The ownership of and rights to all Public Patient Records created by the Contractor in the performance of its obligations under this Agreement shall upon creation vest in the Principal. The Principal is responsible for keeping all Public Patient Records.
- 19.2 The Contractor shall ensure that Public Patient Records created pursuant to this Agreement are kept confidential in accordance with relevant privacy legislation including *Privacy Act 1988* (Cth), section 63 of the *Health Services Act 1991* (Qld) and Information Standard 42A.
- 19.3 The Contractor may disclose X-Ray Films and reports prepared by the Contractor for the purpose of education of Hospital staff or education of students and trainees as specified in clause 8.4 and Schedule 3, note (2) provided that all patient identifying data is removed prior to disclosure.
- 19.4 The Contractor shall not, without the Manager's prior written consent, reveal to any person any of the operations, dealings or affairs of the Principal which may come to its knowledge through the carrying out of this Agreement and without limitation to the foregoing, shall not use or attempt to use any information or knowledge in any manner which may injure or cause loss either directly or indirectly to the Principal.
- 19.5 The Contractor must not and must ensure that they do not disclose any confidential information to any third party without the prior written consent of the other party except to the extent necessary for the proper clinical management of the patient for whose benefit Services are provided under this Agreement.
- 19.6 The obligations of the Contractor under clauses 19.3 and 19.4 will not apply to information which is required by law to be disclosed or for which the Manager's consent is obtained.
- 19.7 The Principal shall not, without the Contractor's prior written consent, reveal to any person any of the operations, dealings or affairs of the Contractor which may come to its knowledge through the carrying out of this Agreement and without limitation to the foregoing, shall not use or attempt to use any information or knowledge in any manner which may injure or cause loss either directly or indirectly to the Contractor.
- 19.8 The obligations of this clause 19 shall survive the termination of this Agreement.

20. Security and access

- 20.1 When frequenting any part of the Hospital (other than the Premises), for the purposes of performing its obligations under this Agreement, the Contractor shall comply with the Principal's reasonable directions and procedures in effect from time to time including those relating to security and to occupational health and safety.
- 20.2 The Contractor shall use its best endeavours to ensure compliance with this clause by its employees and agents.

21. Risk and indemnity

- 21.1 The Contractor shall provide the Services in accordance with all relevant statutes, and delegated legislation.
- 21.2 The Contractor shall indemnify and keep indemnified the Principal and its officers employees agents and contractors ('the Indemnified') against any and all actions, claims, proceedings, demands costs losses damages and expenses which may be brought against or made upon the Indemnified (including for breach of any non-delegable duty of care) in respect of or by reason of or arising from:-
- (a) any default by the Contractor or any of its officers employees agents or contractors in the performance or purported performance of any of the terms and conditions of this Agreement;
 - (b) any unlawful wilful negligent acts or omissions of the Contractor, its employees or agents in the performance of the Contractor's obligations under this Agreement; or
 - (c) any unlawful wilful or negligent acts or omissions of the students and trainees under its supervision in accordance with clause 8.4.
- 21.3 The Contractor will not be liable to the Indemnified to the extent that any unlawful wilful or negligent acts or omissions of the Indemnified cause or contribute to losses, damages or expenses of the Indemnified.
- 21.4 The Contractor is solely responsible for the action of its officers employees and agents while undertaking the performance of duties other than the Services required by this Agreement.

22. Default of the parties

- 22.1 If the Contractor:
- (a) consistently, in the reasonable opinion of the Principal, fails to meet any one or more of the Performance Indicators specified in Schedule 4 and no exception in accordance with paragraph 6 of Schedule 4 has been made in respect of those failures;
 - (b) enters into any arrangement or proceedings for the purpose of bankruptcy or insolvency administration;
 - (c) abandons or refuses to provide part or all of the Services;
 - (d) fails to observe or comply with clauses 4, 7.1, 7.2, 8.1, 8.3, 8.4, 8.7, 11, 14.1, 16.1, 16.2, 17, 19.2, 19.4, 19.5, 19.7, 21.1, 21.2, 24.1, 24.2, 24.3, 24.4, 24.5 and 31.1 under this Agreement;
 - (e) is unable to provide a part or all of the Services as a result of an event specified in clause 6 (a) or (b) or (c) of Schedule 4 and the inability continues for an unreasonable period of time;
- the Contractor will be in breach of this Agreement.
- 22.2 Where a party is in breach of this Agreement, the other party shall give notice to the party requiring it to remedy the breach within:
- (i) 28 days after receiving notice requiring it to do so for clause 22.1(a); and
 - (ii) 14 days after receiving notice requiring it to do so for clause 22.1(b) - (e).
- 22.3 If the party in breach fails to comply with the notice under clause 22.2, the other party may terminate this Agreement immediately by notice in writing to the party in breach.

22.4 On termination of this Agreement under this clause any money payable to the Contractor by the Principal shall be limited to payment for Services performed prior to the date of termination and such payment shall be accepted by the Contractor in full and final satisfaction of all claims by the Contractor under this Agreement.

22.5 Notwithstanding clause 12.2, if the Principal:

- (a) downgrades the Hospital from a Level 2-3 Hospital or changes the nature of the Clinical Services provided by the Hospital; and
- (b) the action under clause 22.5(a) causes a significant reduction in the level of Services required to be provided by the Contractor,

the Contractor may terminate or renegotiate the Agreement.

22.6 For the purposes of clause 22.5, a significant reduction in the level of Services will occur if during any three consecutive calendar Months after downgrading as set out in clause 22.5(a) or a change in the nature of the Clinical Services provided by the Hospital, the average number of Monthly Services provided by the Contractor for those three calendar Months is at least 25% less than the average number of Monthly Services carried out by the Contractor for the six calendar Month period ('procedure average period') immediately preceding the downgrading or change in nature of Clinical Services.

22.7 If the Lease is lawfully terminated in accordance with clause 12 of the Lease, the Principal may terminate this Agreement by notice in writing to the Contractor.

22.8 The Contractor shall not be entitled to any compensation or damages under this Agreement as a result of a lawful termination of this Agreement by the Principal under clause 22.7.

23. Resolution of disputes

23.1 If there is a dispute as to any amount payable under this Agreement, a dispute concerning clause 22.5, or a breach by the Contractor under clauses 22.1(a), 22.1(d) or 22.1(e) either party (in this clause called **the first party**) may within 14 days of receipt of the notice to remedy under clause 22.2 give written notice to the other party (in this clause called **the second party**):

- (a) inviting the second party to participate in an alternative dispute resolution procedure; and
- (b) designating as the first party's representative in negotiations relating to the dispute, a person with authority to settle the dispute.

23.2 Upon receipt of a notice, the second party shall itself give written notice to the first party within seven days, designating its representative in negotiations relating to the dispute who will have similar authority to that of the first party's representative to settle the dispute.

23.3 The designated persons shall, within 10 days of the last designation, seek to resolve the dispute.

23.4 If the dispute is not resolved within the 10 day period, the parties shall seek during the next seven days to agree on a process for resolving the whole or part of the dispute through means other than litigation or arbitration (such as further negotiations, mediation, conciliation, independent expert determination).

23.5 The rules governing any alternative dispute resolution technique adopted by the parties, shall be as recommended by the Institute of Arbitrators and Mediators Australia Rules for the Expert Determination of Commercial Disputes.

23.6 The parties acknowledge that the purpose of any exchange of information or documents or the making of any offer of settlement pursuant to this clause is to attempt to settle the dispute

between the parties. No party may use any information or documents obtained through the dispute resolution process established by this clause for any purpose other than in an attempt to settle a dispute under this Agreement.

- 23.7 Each party shall continue to perform its obligations under this Agreement despite the existence of a dispute or of any proceedings under this clause.

24. Insurance

- 24.1 The Contractor will effect and maintain the following insurances in connection with the provision of the Services:

- (a) public liability insurance;
- (b) Workers' Compensation insurance;
- (c) professional indemnity insurance.

The Contractor may arrange 24.1(a) and 24.1(c) with an insurance company/broker of their choice.

- 24.2 The public liability insurance which shall be for an amount not less than \$10 million, shall extend to include the Principal as a co-insured but only in respect of the liability of the Principal arising out of the performance by the Contractor of the Services and be maintained for the term of this Agreement.
- 24.3 The Workers' Compensation insurance shall be for an unlimited amount, shall include liability under statute and at common law and shall be maintained for the entire duration of the Agreement.
- 24.4 Professional indemnity insurance in the amount of not less than \$10 million covering the Contractor and its servants or agents shall be maintained during the term of this Agreement and for not less than the period of 10 years after the Agreement ends or is terminated.
- 24.5 Before the Contractor commences performing the Services and whenever requested in writing by the Principal, the Contractor shall produce evidence to the Principal's satisfaction and approval that the insurances required by this clause 24 have been effected and maintained for the term of this Agreement.
- 24.6 The Contractor shall be liable for and indemnify the Principal in respect of the amounts of any deductibles and excesses applicable to any claim made under the insurance policies required by this clause 24.
- 24.7 The effecting and maintaining of insurance shall not limit the liabilities or obligations of the Contractor under other provisions of this Agreement.

25. Values and Ethics

- 25.1 The Contractor will comply with a values and ethics statement to be prepared by the Contractor and approved by the Principal within two calendar months of the Commencement Date.

26. Waiver

- 26.1 No rights under this Agreement shall be deemed to be waived except where the waiver is in writing and is signed by each party.

26.2 A waiver by either party shall not prejudice its rights in respect of any subsequent breach of this Agreement by the other party.

26.3 Any failure by either party to enforce any clause of this Agreement or any forbearance, delay or indulgence granted by either party to the other will not be construed as a waiver of the rights under this Agreement.

27. Governing law and jurisdiction

27.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Queensland, and the parties hereby agree to submit to the jurisdiction of the courts of the State of Queensland.

28. Notices

28.1 A party giving notice under this Agreement must do so in writing:

- (a) directed to the recipient's address or facsimile number specified in the notice details for that party in this Agreement; and
- (b) if sent to the address, hand delivered or sent by prepaid post.

29. Entire agreement

29.1 This Agreement constitutes the entire agreement between the parties in relation to its subject matter and supersedes any previous agreement between the parties in relation to its subject matter.

30. Costs

30.1 Each party shall pay its own fees, costs and expenses of and incidental to the negotiation, preparation and execution of this Agreement, including the fees, costs and expenses of its lawyers and accountants.

31. Assignment

31.1 The Contractor may not assign the benefit of this Agreement nor sub-contract the performance of the Services.

Schedule 1 - Lease

PTI RELEASE

Dealing Number

Duty Imprint



Privacy Statement

The information from this form is collected under the authority of the Land Title Act 1994, the Land Act 1994 and the Water Act 2000 and is used for the purpose of maintaining the publicly searchable registers in the land registry and the water register.

1. Lessor	Lodger (Name, address & phone number)	Lodger Code
THE STATE OF QUEENSLAND	MINTER ELLISON Waterfront Place 1 Eagle Street BRISBANE (07) 3119 6491 40-4709512	021

2. Lot on Plan Description	County	Parish	Title Reference
Lot 1044 on SP 135377	Stanley	Yeerongilly	50484925

3. Lessee Given names	Surname/Company name and number	(include tenancy if more than one)
	QUEENSLAND X-RAY PTY LTD ACN 094 502 208	

4. Interest being leased
Fee Simple

5. Description of premises being leased
That part of the ground and second floors of the building erected on the lot as hatched in black on the sketch plan attached hereto.

6. Term of lease	Rental/Consideration
Commencement date: 23.03.2005 *Expiry date: 22.03.2015 **Options on page: Nil *not required for leases in a retirement village **insert nil if no option	\$1.00 per annum

8. Grant/Execution
The Lessor leases the premises described in item 5 to the Lessee for the term stated in item 6 subject to the covenants and conditions contained in the attached schedule.

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

Witnessing Officer	Execution Date	Lessor's Signature
..... signature	/ /	
..... full name		See Enlarged Panel
..... qualification		

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

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

Witnessing Officer	Execution Date	Lessee's Signature
..... signature	/ /	
..... full name		See Enlarged Panel
..... qualification		

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

Land Title Act 1994, Land Act 1994
and Water Act 2000

Title Reference 50484925

8. Grant/Execution

The Lessor leases the premises described in item 5 to the Lessee for the term stated in item 6 subject to the covenants and conditions contained in the attached schedule.

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

Witnessing Officer

Execution Date

Lessor's Signature

[Redacted Signature Box]

signature

12/4/05

The State of Queensland by a duly authorised officer

..... full name

..... qualification

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

.....

.....

9. Acceptance

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

Witnessing Officer

Execution Date

Lessee's Signature

[Redacted Signature Box]

signature

19/10/05

Queensland X-Ray Pty Ltd
ACN 094 502 208

..... full name

..... qualification

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

Director

[Redacted Signature Box]

RTI

RELEASED

Land Title Act 1994, Land Act 1994
and Water Act 2000

Title Reference 50484925

This is the Schedule referred to in the Form 7 Lease dated the _____ day of _____ 2005.

1. Reference Data

Item 1 Parties

Name: The State of Queensland

Short form name: Landlord

Notice Details: District Manager
QEII Hospital Health Service District
Private Bag 2
ACACIA RIDGE QLD 4110

Name: Queensland X-Ray Pty Limited ACN 094 502 208

Short form name: Tenant

Notice details: 33 Stoneham Street
STONES CORNER QLD 4120

Item 2 Term

10 years

Date of Commencement: 23.03.2005

Expiry Date: 22.03.2015

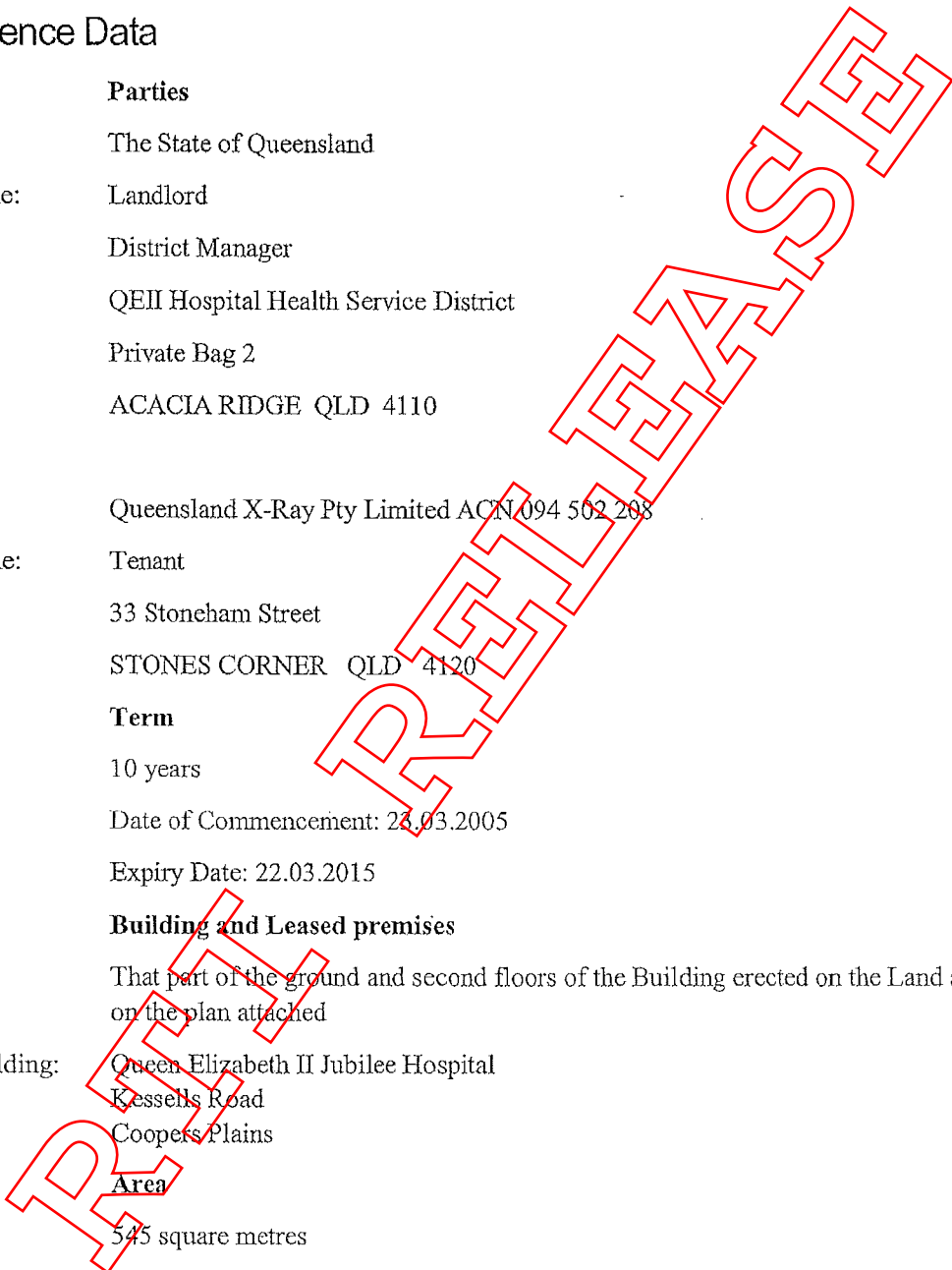
Item 3 Building and Leased premises

That part of the ground and second floors of the Building erected on the Land as hatched in black on the plan attached

Address of Building: Queen Elizabeth II Jubilee Hospital
Kessells Road
Coopers Plains

Item 4 Area

545 square metres



Title Reference 50484925

Item 5

Rent (clause 3)

- (a) Commencement date of rental payment: 23.03.2005
- (b) Rent: \$1.00 per annum
- (c) Rent due date: The date of commencement and each anniversary thereof during the term.
- (d) Interest on arrears: Not applicable
- (e) Review date: Not applicable

Item 6

Permitted Use (clause 5)

Diagnostic Imaging Services

Item 7

Public liability insurance (clause 8)

\$10,000,000

RTI
RELEASED

Title Reference 50484925

2. Defined Terms and Interpretation

2.1 Defined Terms

Unless otherwise provided or unless there is something inconsistent in the subject matter the expressions following (whether appearing with or without capital letters) have the meanings assigned to them in this clause:

Air Conditioning Equipment means the plant electrical installations ductwork and diffusers used for the manufacture and reticulation of conditioned air throughout the Building and includes all mechanical ventilation.

Annual Rent means the sum referred to in Item 5 of the Reference Data.

Building means the building or buildings of the Landlord erected or to be erected on the Land and on any other lands of the Landlord from time to time forming part of the Complex.

Car Park means those parts of the Complex from time to time allocated by the Landlord to the parking of cars and includes the driveways to and from those parts.

Common Areas means all those parts of the Complex, not demised or intended to be demised to any tenant, which may from time to time be set aside by the Landlord or be available for use by the tenants of the Complex their servants agents licensees and invitees including, for example, the aisles walkways passageways circulation areas waiting areas staircases escalators ramps and lifts service roads loading bays forecourts and toilets.

Complex means the Land and all other parcels of land adjacent or near the Land acquired or leased by the Landlord and incorporated into and used principally for the purpose of a hospital complex offices and associated facilities and/or car park together with the Building and the fixtures fittings and plant and the other structures facilities and improvements erected or to be erected on those other parcels (excluding any buildings or structures the Landlord in its absolute discretion determines will not form part of the Complex) including, for example, the Car Park and the Common Areas.

Date of Commencement means the date referred to in Item 2 of the Reference Data as the Date of Commencement.

Fire Equipment includes all stopcocks hydrants fire hoses fire alarms fire sprinklers and other fire prevention extinguishing and detection equipment in the Complex.

Form 7 means the Lease in Form 7 to the *Land Title Act 1994* (Qld) to which this Schedule is attached.

Land means the land described in Item 2 of the Form 7 to which this Schedule is attached.

Landlord means the Landlord referred to in Item 1 of the Form 7 its successors and assigns and unless inconsistent with the subject matter or context includes all persons for the time being authorised by the Landlord.

Lease means this Lease including the Form 7 together with any annexures and schedules and any covenant or agreement expressed to be supplemental to this Lease and all amendments to those documents.

Lease Year means each separate year of the term of this Lease, the first Lease Year commencing on the Date of Commencement and each subsequent Lease Year commencing on the corresponding day of each succeeding year; the expression includes any broken period between the end of the last complete Lease Year and the date of termination.

Title Reference 50484925

Month means a calendar month.

Outgoings means all of the costs charges and expenses mentioned and referred to in Clauses 4.1 to and including 4.4 of this Lease.

Pipes means all pipes sewers drains mains conduits ducts gutters water courses wires cables channels flues and all other conducting media and including any fixings louvres cowls and any ancillary apparatus.

Premises means the area shown hatched on the sketch plan annexed to this Lease.

Reference Data means the data set out in Part 1 of this Schedule.

Rent includes the Annual Rent.

Rules and Regulations means the rules and regulations contained in Annexure A to this Lease.

Services Agreement means a certain Agreement for the Provision of Diagnostic Imaging Services to Public Patients dated _____ between the Landlord and the Tenant.

Tenant means the lessee referred to in Item 3 of the Form 7. If this Lease is to be taken by one person the term includes that person and the executors administrators and permitted assigns of that person. If this Lease is taken by more than one person the term includes those persons and each of them and their respective executors administrators and permitted assigns. If a corporation is the lessee the term includes that corporation its successors and permitted assigns.

Tenant's Fixtures and Fittings means the fixtures and fittings installed in or on the Premises by the Tenant and includes any partitions installed by the Tenant in or on the premises.

Tenant's Practice and the **Practice** mean the business of the Tenant conducted on the premises and include any activity not inconsistent with the use of the Premises referred to in Item 6 of the Reference Data but exclude any activity inconsistent with that use.

Writing includes printing typing lithography and other modes of reproducing words in a visible form and **written** has a corresponding meaning.

4.2 Interpretation

In this Lease, unless the contrary intention appears:

- (a) Every covenant agreement or obligation expressed or implied in this Lease by which two or more persons covenant agree or are bound binds those persons jointly and each of them severally and every provision expressed or implied in this Lease which applies to two or more persons applies to those persons jointly and each of them severally.
- (b) References to the Australian Institute of Valuers & Land Economists (Qld Division) and any other authorities associations and bodies whether statutory or otherwise will if any of those authorities associations or bodies ceases to exist or is reconstituted renamed or replaced or if its powers or functions are transferred to any other authority associations or body be deemed to refer to the authority association or body established or constituted in its place and/or is nearly as may be succeeding to its powers or functions.
- (c) References to any right of the Landlord to have access to the Premises extend to all persons authorised by the Landlord including agents, professional advisers, contractors, site workers and others.
- (d) References to the Premises, in the absence of any provision to the contrary, include any part of the Premises.

Title Reference 50484925

- (e) Any covenant by the Tenant not to do any act or thing is deemed to include an obligation not to permit that act or thing to be done, and to use its best endeavours to prevent that act or thing being done by a third party.
- (f) References to the **Consent of the Landlord** or words to similar effect mean a consent in writing signed by or on behalf of the Landlord and references to **Approved** and **Authorised** or words to similar effect mean approved or authorised in writing by or on behalf of the Landlord.
- (g) The terms **the Parties** or **Party** mean the Landlord and/or the Tenant.
- (h) Words denoting the singular number only include the plural number and vice versa; a reference to any gender includes every other gender; and words denoting individuals include corporations.
- (i) A reference to this Lease to an Act of Parliament or any section of an Act should be read as though the words **or any statutory modification or re-enactment of it or any statutory provision substituted for it** were added to the reference. Any general reference to **Statute** or **Statutes** includes any regulations or orders made under the Statute or Statutes.
- (j) Every obligation or covenant (whether positive or negative) undertaken by any Party will, notwithstanding the wording, be deemed to be and will be construed as if each obligation or covenant is a separate and independent covenant made by the Party undertaking the obligation and continuing (unless the context otherwise requires) throughout the term of this Lease and subsequently so long as it remains to be performed.
- (k) References in this Lease to any clause, sub-clause, paragraph or Schedule without further designation will be construed as a reference to the clause, sub-clause paragraph or Schedule of this Lease so numbered.
- (l) The headings or marginal notes in this Lease are included for convenience only and do not affect the construction of this Lease.

3. Rent

3.1 Payment of Annual Rent

The Tenant will pay to the Landlord in each Lease Year the Annual Rent as set out in Item 5(b) of the Reference Data without any formal or other demand in advance on the days set out in Item 5(c) of the Reference Data.

4. Outgoings

4.1 Light and Power

The Tenant will not use any form of light power or heat other than electric current or gas supplied through meters. This covenant does not prevent the use of auxiliary power or lighting (other than an exposed flame) during any period of power failure or power restrictions. The Tenant further covenants that:

(a) Charges for Electricity

All charges for electricity imposed or charged in respect of electric current consumed on the Premises during the term of this Lease will be paid by the Tenant to the relevant assessing Authority on or before the due date if assessed directly against the Tenant but otherwise to the Landlord within seven (7) days of the Tenant being billed by the Landlord at the tariff rates which would have been chargeable by the

Title Reference 50484925

relevant assessing Authority to the Tenant had the electricity been supplied direct to the Tenant in the first place.

(b) Charges for Gas

All charges for gas imposed or charged in respect of gas consumed on the Premises during the term of this Lease will be paid by the Tenant to the relevant assessing Authority on or before the due date if assessed directly against the Tenant but otherwise to the Landlord within seven (7) days of being billed by the Landlord at the standard rates which would have been chargeable by the relevant assessing Authority had the gas been supplied direct to the Tenant in the first place.

(c) Charges for Water

If a separate water meter is at any time at the option of the Landlord installed in respect of water consumed on the Premises the Tenant will pay the meter rental (if any) and all charges and assessments for water consumed on the Premises to the relevant assessing Authority on or before the due date if assessed directly against the Tenant but otherwise to the Landlord within seven (7) days of being billed by the Landlord.

4.2 Future Taxes on Premises

The Tenant will pay and discharge all rates taxes (not including land tax) charges (including sewerage and trade waste charges) assessments outgoings and impositions (whether parliamentary municipal or otherwise and whether assessed charged or imposed by or under Federal or State law or by Federal State or Local Authorities and whether on a capital or revenue basis or any other basis and even though of a novel character) which may at any time during the term of this Lease be assessed charged or imposed upon or in respect of the Premises or the use and occupation of the Premises and whether assessed against the Landlord or directly against the Tenant will be paid to the relevant assessing Authority not later than the due date for the payment and if assessed against the Landlord will be paid by the Tenant to the Landlord upon demand.

4.3 Special Services

The Tenant will pay to the Landlord upon demand the amount of any additional or unusual costs charges and expenses incurred by the Landlord at the request of the Tenant in having any alterations, repairs or maintenance to the Premises or to the appurtenances in the Premises effected outside the normal working hours of the tradesmen concerned or in providing any special additional or unusual services for the Tenant.

4.4 Cleansing Dues

If the relevant Local or other Authority provides any cleansing or refuse service for the Premises (whether at the request of the Tenant or by direction of any officer of that Authority) the Tenant will pay the cost of the service to the relevant assessing Authority on or before the due date if assessed directly against the Tenant but otherwise to the Landlord within seven (7) days of being billed by the Landlord.

5. Use

5.1 Use of the Premises

The Tenant will not use or permit the Premises to be used for any purpose other than the purpose specified in Item 6 of the Reference Data. The Tenant acknowledges that:

- (a) it is the responsibility of the Tenant to obtain the consent of any planning or other authority which may be required for the Tenant to carry on its Practice in the Premises and the failure of the Tenant to obtain that

Title Reference 50484925

consent does not relieve the Tenant of its obligation to pay Rent and otherwise to perform its obligations under this Lease; and

- (b) no promise, representation, warranty or undertaking has been given by or on behalf of the Landlord in respect of the suitability or adequacy of the Premises or the Complex for any use Practice or business to be carried on in them or to the fixtures, fittings, furnishings, finish, plant machinery and equipment of or in the Premises or the Complex; and
- (c) all warranties (if any) as to the suitability fitness and adequacy of the Premises implied by law are negated.

5.2 Other Tenancies

The Landlord will not be prejudiced by or responsible to the Tenant for the nonobservance or violation of any lease by any other tenant of premises in the Complex.

5.3 Compliance with Statutes Regulations etc

The Tenant will duly and punctually comply with and observe all Statutes and all orders ordinances regulations and by-laws relating to the Premises or to the Tenant's use or occupation of the Premises and all requirements and orders lawfully given or made by any public body or authority relating to the Premises within the time required by the notice or order. The Tenant will not do or omit to do any act or thing whereby the Landlord may become liable to pay any penalty imposed or to bear the whole or any part of any expenses incurred under any statute, ordinance, regulation, by-law, order, requirement or notice. The Tenant is not required by this clause to make any structural improvements or structural alterations unless they are required or made necessary by reason of any neglect or default by the Tenant or any person claiming under the Tenant or by reason of the Practice carried on in the Premises or the number or sex of the employees or persons at the Premises.

5.4 Annoying or Injurious Conduct

The Tenant will not:

- (a) carry on in any part of the Premises any annoying, noxious, offensive or illegal business, occupation or practice; and
- (b) do any act or thing or use any plant or machinery which through noise, odours, vibrations or otherwise may be or grow to the annoyance, nuisance, grievance, damage or disturbance of any other tenant of the Complex or of the Landlord or of the occupiers of neighbouring premises.

5.5 Tenant's Public Address Systems

The Tenant will not erect or place on any part of the external walls, roof or awnings of the Premises or any part of the Common Areas any radio or television receiver, loud speaker, amplifier or other similar device without the written consent of the Landlord. That consent may be granted or refused subject to conditions in the absolute discretion of the Landlord and may be withdrawn by the Landlord at any time.

5.6 Use of Appurtenances

The Tenant will not use the water closets, drains and other water apparatus and other appurtenances in the Premises and the Complex for any purposes other than those for which they were constructed and will not place in them any sweepings, rubbish, rags, ashes or other deleterious substances.

Title Reference 50484925

5.7 Drains and Waste

All blockages which may occur in any Pipes originating within the Premises between their points of origin and their entry into any trunk drain will be cleared by licensed tradesmen employed by the Landlord. All costs of clearing blockages incurred by the Landlord will be paid by the Tenant to the Landlord upon demand.

5.8 Interference with Services

Except as otherwise provided in this Lease the Tenant will not interfere with any appurtenances, Pipes, water supply, gas, electrical, plumbing or other services contained in or about the Premises or the Air Conditioning Equipment or the Fire Equipment without first obtaining the consent in writing of the Landlord.

5.9 Erection of Signs

The Tenant will not cause any advertising or other sign or advertisement or hoarding to be painted or erected or otherwise placed on or in the Premises without the prior consent of the Landlord. The Landlord's consent will not be unreasonably withheld.

5.10 Prohibition on Erection of Blinds and Fittings

The Tenant will not erect or affix any blinds or awnings to the outside of the Premises or any blinds (venetian or otherwise) to the interior of the windows or doors or affix any fittings to the exterior walls or ceilings of the Premises without the written consent of the Landlord. The Landlord's consent will not be unreasonably withheld.

5.11 Prohibition on Marking or Holing of Walls

The Tenant will not cut, make holes in, mark, deface, drill, damage any of the walls, ceilings or other parts of the Premises except so far as may reasonably be necessary for the erection of approved signs, blinds or awnings. On the removal of signs, blinds or awnings, the Tenant will reinstate, repair and make good any damage or unsightliness caused in or about the erection or removal of them even if the Landlord has consented to them.

5.12 Daily Cleaning of Premises

The Tenant will keep the Premises in a thorough state of cleanliness and will not allow any accumulation of useless property or rubbish. The Tenant may at its own expense engage its own contract cleaning services for the regular cleaning of the Premises and the exterior surfaces of windows forming part of the Premises. If the Tenant so elects the Landlord will at the Tenant's expense supply contract cleaning services for the regular daily cleaning of the interior of the Premises and the exterior surfaces of windows on every day during which the Premises are open for business. The cost of the supply of contract cleaning services to the Premises shall be determined by the Landlord and invoiced by the Landlord to the Tenant. By the giving of three (3) months notice in writing by either party to the other the supply of contract cleaning services may be terminated.

5.13 Refuse

The Landlord will at the Tenant's expense cause all waste sharps and refuse to be removed daily from the Premises. The cost of the removal of waste, sharps and refuse from the Premises shall be determined by the Landlord and invoiced by the Landlord to the Tenant. All waste material must be properly wrapped and placed in bins to be located in the service areas provided for the Premises. The Tenant will recover all silver or silver compounds used or produced in the processes of the Tenant.

5.14 Rodents and Vermin

The Tenant will at its own cost and expense keep the Premises free and clear of rodents, cockroaches and other vermin.

Title Reference 50484925

5.15 Overloading of Floors

The Tenant will observe the maximum floor loading weights nominated by the Landlord and will not permit the floors of the Premises to be broken, strained or damaged by overloading them. In particular the Tenant will not install any safe or other heavy equipment except in positions and subject to conditions approved in writing by the Landlord.

5.16 Infectious Diseases

The Tenant will comply with the Infectious Diseases Protocols of the Complex. The Landlord shall publish the Infectious Diseases Protocols. The Tenant shall acquire a copy of the Infectious Diseases Protocols at the Date of Commencement.

5.17 Inflammable Substances

The Tenant will not use any chemical, burning fluids, oil, acetylene or alcohol in lighting the Premises or, except in the ordinary course of the Tenant's Practice, for any business or other purpose.

5.18 Not to Make Voidable Insurance Policies

The Tenant will not do anything in the Premises or bring or keep anything in the Premises that may in any way make void or voidable any policy or policies of insurance applicable to the Premises or conflict with any laws or regulations or with any insurance policy applicable to the Premises or whereby the amount of premium payable in respect of any insurance policy may be liable to be increased. Without prejudice to the rights of the Landlord to determine this Lease the Tenant will pay to the Landlord on demand any increase of premium which may be occasioned by a breach of this clause.

5.19 To Observe Fire Laws

The Tenant will at all times in its use of the Premises comply with the requirements of the Insurance Council of Australia and The Metropolitan Fire Brigades Board and the laws and regulations for the time being in force relating to fires and the provisions of every relevant Statute regulation and ordinance.

5.20 Fire Drills and Evacuation Procedures

The Landlord may require the Tenant to perform from time to time fire drills and to observe all necessary and proper emergency evacuation procedures and the Tenant and all persons under its control will cooperate with the Landlord in performing those drills and procedures.

5.21 Auction Sales

The Tenant will not in any circumstances hold or permit to be held any auction sale in or about the Premises.

5.22 Security

The Tenant will ensure all exterior doors and windows in the Premises to be locked securely at all times when the Premises are not being used. The Landlord's representatives are authorised from time to time to enter the Premises for the purpose of locking any doors or windows left unlocked or unfastened or checking the general security of the Building and the Premises.

5.23 Overloading of Electricity

The Tenant will not without written consent of the Landlord install any electrical equipment on the Premises that overloads the cables, switchboards or sub-boards through which electricity is conveyed to the Premises. If the Landlord grants that consent any alterations which may be necessary to comply with the requirements of the insurance underwriters of the Building or any statutes, regulations, ordinances or by-laws will be effected by the

Title Reference 50484925

Landlord at the expense of the Tenant and the entire cost of the alterations will be paid by the Tenant to the Landlord upon demand. The Landlord may require the Tenant to deposit with the Landlord the estimated cost of the alterations before they are commenced.

6. Maintenance and Repair

6.1 Notice of Damage

The Tenant will advise the Landlord promptly in writing of any damage sustained to the Premises or the defective operation of any of the appurtenances in the Premises.

6.2 Maintenance of Premises

The Tenant will repair the Premises and keep them in good repair except damage caused by:

- (a) fair wear and tear; or
- (b) flood, storm, tempest, explosion, riot, civil commotion, war, act of god and inevitable accident, structural and inherent defects.

6.3 Inspection by Landlord

The Tenant will permit the Landlord at all reasonable times and upon reasonable notice to the Tenant (except in case of emergency) to enter upon and view the condition of the Premises and immediately upon notice being given to the Tenant by the Landlord the Tenant will execute all repairs and work agreed to be done by the Tenant. The Tenant will also permit the Landlord at all reasonable times and upon reasonable notice to the Tenant to enter upon the Premises for the purpose of effecting any alterations, remodelling or repairs which the Landlord may wish to carry out. The Tenant will also permit the Landlord upon reasonable notice to the Tenant to conduct regular hospital, environmental inspections from time to time as might be convenient to the Landlord.

6.4 Landlord's Right to Repair

If the Tenant at any time makes default in the performance or observance of any express or implied covenants in this Lease relating to the repair of the Premises, the Landlord may at all reasonable times and upon reasonable notice to the Tenant (except in case of emergency) (but without prejudice to the Landlord's right of re-entry) enter upon the Premises and repair them at the expense of the Tenant.

6.5 Tenant to Repaint

The Tenant will, when reasonably required so to do by the Landlord during the term of this Lease and in any case during the last three months of the term of this Lease repaint the Premises to the satisfaction of the Landlord. If the Tenant fails to repaint the Premises, the Landlord may repaint them at the Tenant's expense.

6.6 Glass

The Tenant will replace all glass in the Premises or forming part of the boundary walls of the Premises that is broken during the term of this Lease.

7. Alterations

7.1 No Alterations Without Consent

The Tenant will not make or cause to be made any structural or other alterations or additions to the Premises or appurtenances in the Premises or the Air Conditioning Equipment or the Fire Equipment without first submitting

Title Reference 50484925

full detailed drawings and other specifications of the proposed works and particulars of the materials proposed to be used and obtaining the Landlord's consent in writing which consent may be granted upon whatever terms and conditions the Landlord in its absolute discretion thinks fit. If the Landlord grants its consent it will be a condition of that consent that the works are carried out under the supervision of the Landlord.

7.2 Alterations Required for Tenant's Practice

- (a) Any alterations ('the Tenant's Works') including lead-lining which may be required to the Premises or to the Fire Equipment or the water, gas, electrical, plumbing or other services (excluding the air-conditioning equipment) to make or keep the Premises suitable for use by the Tenant in its Practice or required by reason of the number or sex of the persons employed in the Premises will be effected by and at the expense of the Tenant. The Tenant must first submit full detailed drawings and other specifications of the proposed work and class of materials proposed to be used and obtain the Landlord's consent in writing (which consent will not unreasonably be refused having regard only to the interests of the Landlord if the alterations are required by law). The Tenant indemnifies the Landlord against all injury or damage to the Premises or the Building caused in or about the erection or construction of the alterations or additions or in the removal of the alterations and additions and notwithstanding that the Landlord may have consented to them.
- (b) Any alterations required to the Air-Conditioning Equipment to accommodate the Tenant's Works and in particular those alterations which are required to facilitate the installation and use of the Tenant's CT Scanner will be carried out by the Landlord at the cost of the Landlord.
- (c) All costs associated with maintaining, repairing and replacing the Air-Conditioning Equipment are to be borne by the Landlord save and except in respect of any maintenance, repair or replacement which is caused by the negligence or willful act of the Tenant.

7.3 Internal Partitions

The Tenant will not install any internal partitions in the Premises or make any alterations or modifications to any internal partitions without the written consent of the Landlord which consent will not be unreasonably withheld if the following conditions are complied with:

- (a) The Tenant is to submit to the Landlord full detailed drawings and specifications of the proposed works and the drawings and specifications meet with the approval of the Landlord;
- (b) The materials to be used in carrying out the works are of a standard as to type, quality, colour and size as the Landlord determines;
- (c) The works are to be carried out by a builder Approved by the Landlord;
- (d) The works are to be carried out under the supervision of the Landlord.

Any partitions erected by the Tenant remain the property of the Tenant who is responsible for their maintenance and insurance.

7.4 Costs of Internal Works

Any works approved under clause 7.3 will be effected by and at the expense of the Tenant including the costs of all additional lights and power outlets, switches, telephone outlets and alterations or any other services which may be required by reason of the position of partitions and the Tenant indemnifies the Landlord against all injury or damage to the Premises or to the Building caused in or about the execution of those works.

Title Reference 50484925

8. Indemnity, Risk, Insurance, Liability

8.1 Indemnities

The Tenant indemnifies the Landlord against all actions, claims, demands, losses, damages, costs and expenses which the Landlord may sustain or incur or for which the Landlord may become liable whether during or after the term of this Lease in respect of or arising from:

- (a) Loss, damage or injury from any cause to property or person inside or outside the Building occasioned or contributed to by the neglect or default of the Tenant or any servant, agent, licensee, invitee, subtenant or other person claiming through or under the Tenant to observe or perform any of the covenants, conditions, regulations and restrictions on the part of the Tenant in this Lease whether positive or negative, expressed or implied;
- (b) The negligent use, misuse, waste or abuse by the Tenant or any servant, agent, licensee, invitee, subtenant or other person claiming through or under the Tenant of any water, gas or electricity or other services to the Premises or to the Complex;
- (c) The overflow, leakage or escape of water, fire, gas, electricity or any other harmful agent in or from the Premises caused or contributed to by an act or omission on the part of the Tenant its servants, agents, licensees, invitees, subtenants or other persons claiming through or under the Tenant;
- (d) The failure of the Tenant to notify the Landlord of any defect in any of the Air Conditioning Equipment, the Fire Equipment or other appurtenances in the Premises of which the Tenant is aware or ought to be aware;
- (e) Loss, damage or injury from any cause to property or person caused or contributed to by the use of the Premises by the Tenant or any servant, agent, licensee, invitee or subtenant and arising out of the neglect or default of the Tenant or any servant, agent, licensee, invitee or subtenant;
- (f) The improper or faulty erection or construction of facilities, fixtures or equipment installed on or in the Premises by the Tenant;
- (g) Any personal injury sustained by any person in or about the Premises however caused, except to the extent that any unlawful wilful or negligent acts or omissions of the Landlord, its servants or agents, caused or contributed to the injury.

8.2 Insurances

- (a) The Tenant will during the term of this Lease at its sole cost and expense obtain and keep in full force and effect in the names of the Tenant, the Landlord and all mortgagees of the Premises (as their interests may appear) the following insurances:
 - (i) Property
Insurance upon all property situated in the Premises owned by the Tenant or for which the Tenant is legally liable and on all fixtures installed in the Premises by the Tenant, the policies to be for an amount not less than ninety per centum (90%) of the full replacement cost with coverage at least fire with standard extended coverage.
 - (ii) Business Interruption Insurance

Title Reference 50484925

Business Interruption Insurance in an amount sufficient to reimburse the Tenant for direct or indirect loss of earnings attributable to perils commonly insured against by prudent tenants or attributable to prevention of access to the Premises.

(iii) Public Risk

Public Risk Liability insurance applying to all operations of the Tenant and which will include bodily injury, liability and property damage liability, personal injury liability, products liability, contractual liability, contingent liability and tenant's legal liability with respect to the occupancy by the Tenant of the Premises. The policy will be written on a comprehensive basis with limits of not less than ten million dollars (\$10,000,000.00) per occurrence or such higher limits as the Landlord or its mortgagee reasonable requires from time to time.

RELEASED
RTI

Title Reference 50484925

- (iv) Plate Glass
- Insurance of all plate glass in the Premises or forming part of the boundary walls of the Premises for reinstatement following breakage or damage from any cause.
- (v) General
- Any other form or forms of insurance as the Tenant or the Landlord's mortgagee reasonably requires from time to time in amounts and for perils against which a prudent Tenant would protect itself in similar circumstances.
- (b) All insurance policies required by this clause will contain a waiver of any subrogation rights which the Tenant's insurers may have against the Landlord and against those for whom the Landlord is in law responsible whether damage is caused by the act, omission or negligence of the Landlord or by those for whom the Landlord is in law responsible. The Tenant releases and agrees to hold harmless the Landlord from and against all liability for any loss or damage to the Tenant or its property, by oversight, fault or any other cause.
- (c) Certificates of insurance, or if required by the Landlord or its mortgagee certified copies of each insurance policy will be delivered to the Landlord as soon as practicable after they are taken out. All policies will contain an undertaking by the insurer to notify the Landlord and its mortgagee in writing not less than thirty (30) days prior to any material change in terms, cancellation or other termination of the policies.
- (d) If the Tenant fails to take out or to keep in force any insurance required by this clause, the Landlord may effect the insurance at the sole cost of the Tenant and all outlays by the Landlord will be payable by the Tenant to the Landlord as additional rent on demand without prejudice to any other rights and remedies of the Landlord under this Lease.

8.3 Assumption of Risk by Tenant

The Tenant agrees to occupy and use the Premises at the risk of the Tenant. Except where damage is caused by the wilful or negligent conduct of the Landlord, the Landlord will not in any other circumstance be liable to the Tenant for any damage to the plant, equipment, fixtures, fittings, merchandise, stock-in-trade or any other property of any description of or in the possession of the Tenant and contained in or about the Premises occasioned by:

- (a) water, heat, fire, electricity, vermin, explosion, tempest, riot, civil commotion, bursting pipes or by the entry of water from any source; or
- (b) the operation, non-operation or malfunction of the Air Conditioning Equipment (provided that the Landlord has fulfilled its obligations to the Tenant pursuant to Clause 11.4 hereof); or
- (c) the operation, non-operation or malfunction of the Fire Equipment; or
- (d) any other cause.

The Landlord will not be liable for any loss of profits resulting from the damage even if the damage occurs by reason of:

- (e) any defect in the construction of the Building or of any of the appurtenances in the Building; or
- (f) any act or omission by any contractor of the Landlord or any other tenant of the Building and their respective employees or any member of the public.

Title Reference 50484925

8.4 Interruption of Services

Notwithstanding any implication or rule of law to the contrary, but subject to the provisions of Clause 11.4 of this Lease the Landlord will not be liable to the Tenant for any loss or damage suffered by the Tenant for any malfunction, failure to function or interruption of or to the water, gas or electricity services the Air Conditioning Equipment, the Fire Equipment, the lifts, escalators and travelators (if any) in the Complex or any of the appurtenances contained in the Premises or the Complex or for the blockage of any sewers, wastes, drains, gutters, downpipes or storm water drains from any cause.

8.5 Condition Precedent

Notwithstanding anything contained in this Lease or any implication or rule of law to the contrary, the Landlord will not be liable for any damage or loss the Tenant may suffer by reason of the neglect or omission of the Landlord to do any act or thing to or in respect of the Premises or the Complex of which the Tenant is or ought to be aware and which (as between the Landlord and the Tenant) the Landlord might be legally liable to do unless the Tenant gives to the Landlord notice in writing of that act or omission and the Landlord without reasonable cause fails within a reasonable time to take proper steps to rectify the act or omission.

9. Assignment

9.1 Covenant Against Assignment, Subletting and Mortgaging

The Tenant will not:

- (a) mortgage or otherwise charge the Tenant's interest in this Lease; or
- (b) assign, underlet or, save for any license granted by the Tenant to the Landlord, grant any other license over or part with the possession of the Premises; or
- (c) save for the Landlord pursuant to any license granted to the Landlord, share with any other person the occupancy of the Premises.

9.2 Corporate Tenant

Where any person who holds a substantial interest in the Tenant (the Tenant being a corporation) at the time of the execution of this Lease ceases to hold a substantial interest the Tenant will immediately give notice in writing of that fact to the Landlord. The Landlord may at its discretion within ninety (90) days of receipt of that notice terminate this Lease by giving to the Tenant thirty (30) days prior notice in writing. Upon expiration of the notice this Lease expires. For the purposes of this Clause a substantial interest in the Tenant is a holding of not less than thirty per centum (30%) of the issued share capital of the Tenant or a holding of shares in the Tenant which entitle the holder to not less than thirty per centum (30%) of the voting power of all shares represented at any meeting of members of the Tenant.

9.3 Change of Corporate Ownership - Deemed Assignment

Where the Tenant is a corporation not being a company whose shares are listed on any Stock Exchange in Australia the following circumstances will constitute or be deemed to constitute a prohibited assignment of this Lease:

- (a) if at any time during the term of this Lease any corporation or any related corporation (as defined by the legislation regulating corporations as at the Date of Commencement) not holding or holding between them more than fifty percent (50%) of the issued capital or voting rights of the Tenant, acquires or acquires between them so much of the issued capital or voting rights of the Tenant as when added to the issued

Title Reference 50484925

- capital or voting rights (if any) previously held by that corporation or related corporations represent in the aggregate more than fifty per cent (50%) of the issued capital or voting rights of the Tenant; or
- (b) if at any time during the term of this Lease any person and that person's relatives (as defined in the Income Tax Assessment Act 1936 as at the Date of Commencement) not holding or holding between them more than fifty per cent (50%) of the issued capital or the voting rights of the Tenant acquires or acquire between them so much of the issued capital or voting rights of the Tenant as when added to the issued capital or voting rights (if any) previously held by that person or those persons represent in the aggregate more than fifty per cent (50%) of the issued capital or voting rights of the Tenant; or
- (c) if at any time during the term of this Lease, the changes referred to in sub-cl (1) or sub-cl (2) of this Clause occur to any holding company (as defined in the legislation regulating corporations as at the Date of Commencement) of the Tenant or in any holding company of any holding company of the Tenant.

The Tenant will give immediate notice in writing of the happening of any of the circumstances described in this clause 9.3 to the Landlord. The Landlord may at its discretion within ninety (90) days of receipt of that notice terminate this Lease by giving to the Tenant thirty (30) days prior notice in writing. Upon expiration of the notice this Lease expires.

10. Costs

10.1 Costs of Litigation

If without fault on its part either Party is made a party to any litigation commenced by or against the other (other than litigation between the Landlord and the Tenant) and arising directly or indirectly out of the acts or omissions of the other in relation to the Premises or the Building the Party not at fault will be paid by the other Party on demand all legal fees and disbursements (as between solicitor and own client) incurred in connection with the litigation.

10.2 Cost to be Borne by Tenant

The Tenant will pay the costs of and incidental to:

- (a) the reasonable legal expenses incurred by the Landlord in the negotiation preparation and execution of this Lease; and
- (b) the preparation of the necessary lease plan; and
- (c) obtaining any necessary consent to this Lease from the local authority;
- the Tenant will also pay:
- (d) all stamp duty and registration fees payable in respect of this Lease; and
- (e) all costs, charges and expenses (including for example, legal costs and fees payable to a surveyor or architect) incurred by the Landlord for the purpose of or incidental to the preparation and service of any notice under s 127 or s 124 of the *Property Law Act 1974* (Qld) notwithstanding forfeiture is avoided otherwise than by relief granted by the Court; and
- (f) all costs of and incidental to the grant or refusal of any consent or authority of the Landlord which may be requested by the Tenant under the terms of this Lease; and

Title Reference 50484925

- (g) all monies the Landlord may expend or be put to in consequence of any default by the Tenant in the performance and observance of any covenant or agreement contained or implied in this Lease or which is authorised or entered into or made by the Tenant.

10.3 Upstamping Lease

- (a) If the legislation requiring the payment of stamp duty on leases requires this Lease to be produced to the collector of duty for further stamping by a date determined by or in accordance with the legislation the Tenant must ensure that this Lease is produced by that date with all information required by the collector to reassess duty.
- (b) The Tenant will inform the Landlord in writing of all details relevant to the further stamping of the Lease by the date determined for its production.
- (c) If the Tenant does not comply with this clause the Landlord may cause the Lease to be produced for further stamping and all duty, penalties and costs (including for example, legal costs calculated on a solicitor and own client basis) incurred by the Landlord will be paid to the Landlord by the Tenant immediately on demand.

11. Landlord's Assurances

11.1 Quiet Enjoyment

If the Tenant promptly pays the Rent and observes and performs the covenants and agreements in this Lease the Tenant may peaceably hold and enjoy the Premises during the term of this Lease without any interruption by the Landlord or any persons lawfully claiming under or in trust for the Landlord.

11.2 Landlord to Pay Rates, Taxes and Outgoings

The Landlord will pay all municipal rates and land tax and all other outgoings payable in respect of the Complex except those rates and taxes (if any) and outgoings which the Tenant has covenanted to pay in whole or in part.

11.3 Tenant to Have Access

The Landlord will permit the Tenant, its servants, agents, licensees and invitees at all times during the term of this Lease to have access (in common with the Landlord and all other persons to whom the Landlord grants the like right) to and from the Premises through the various entrances and exits of the Building as may be necessary or convenient for the purposes of the Tenant's Practice but not for any other purpose.

11.4 Air-Conditioning Equipment

The Landlord will promptly repair, replace and maintain the Air-Conditioning Equipment at its cost and will take all reasonable steps to comply with the specification supplied by the Tenant to the Landlord from time to time in respect of the operational requirements of the Tenant's C T Scanner.

12. Default

12.1 Default by Tenant

- (a) Events of Default - Right to Re-Enter

If:

Title Reference 50484925

- (i) the Rent or any part of it is unpaid for seven (7) days after it has become due whether any formal or legal demand is made for it or not; or
- (ii) the Tenant does not comply with any notice requiring the Tenant to make strict and prompt fulfilment or observance of any of the covenants or agreements (whether expressed or implied) in this Lease and on the part of the Tenant to be performed or observed (including covenants and agreements of a negative character); or
- (iii) the repairs required by any notice given under cl 6.3 are not completed within the time specified in the notice; or
- (iv) judgment for an amount exceeding \$5000 is obtained or entered up against the Tenant in any court of competent jurisdiction and is not satisfied within 21 days; or
- (v) the Tenant does or suffers to be done any act whereby the estate or effects of the Tenant may become liable to be taken in execution; or
- (vi) the Tenant, being a corporation enters into provisional liquidation or liquidation whether voluntary or otherwise (except for the purpose of reconstruction or amalgamation) or has a receiver and/or manager appointed; or

THEN subject to the Landlord giving notice under s 124 of the *Property Law Act 1974* (Qld) the Landlord or any person duly authorised by the Landlord may at any time on one (1) days written notice or without notice re-enter the whole or part of the Premises in the name of the whole and determine this Lease but without prejudice to the right of action or other remedy of the Landlord in respect of any antecedent breach of the Tenant's covenants stipulations or agreements contained or implied in this Lease.

(b) Damages

If the Landlord determines this Lease under cl 12.1(1) the Landlord may recover from the Tenant in addition to damages and amounts recoverable apart from this clause:

- (i) any Rent and Outgoings due but unpaid at the date of the determination;
- (ii) the amount by which the Rent and Outgoings between the date of determination and the date of expiry of this Lease by effluxion of time exceeds the rent and outgoings received or likely to be received from any other tenant to whom the Premises are relet or may be relet during that period;
- (iii) any other amount necessary to compensate the Landlord as a result directly or indirectly of the Tenant's default and the Landlord's determination of the Lease including, for example:
 - (A) costs and expenses incurred in maintaining the Premises;
 - (B) costs of recovering possession of the Premises;
 - (C) expenses of reletting including necessary renovation or alteration of the Premises;
 - (D) legal costs;
 - (E) real estate commissions, charges and fees.

For the purposes of para (b) of this sub-clause, the onus of proving that the Premises are likely to be relet and the amount of the rent likely to be received is upon the Tenant.

(c) Landlord's Right when Tenant Abandons Premises

Title Reference 50484925

If the Tenant vacates or abandons the Premises or otherwise repudiates this Lease without lawful excuse prior to the expiration of the term the Landlord may without being under any obligation so to do seek to find another tenant for the Premises. For that purpose the Landlord may from time to time enter upon the Premises and permit prospective tenants to view them and may otherwise do all acts and things necessary in the opinion of the Landlord to renovate, restore, clean and secure the Premises without accepting or being deemed to have accepted a surrender of this Lease it being the intention of the parties that this Lease and the obligations of the Tenant under this Lease subsist until another person enters into occupation of the Premises as tenant or the Landlord expressly accepts a surrender of this Lease. For the purpose of this clause the Tenant is deemed to have vacated the Premises if it ceases to carry on its permitted use for a period of seven (7) consecutive days without having paid in advance the instalments payable on account of Rent and contributions to Outgoings in respect of that period of seven (7) days.

(d) Reservation of Rights

The rights and powers conferred on the Landlord by this clause 12.1 are in addition to any other right or power which may be conferred upon the Landlord at law or in equity.

12.2 Non-Waiver

No delay or omission to exercise any right power or remedy accruing to the Landlord upon any continuing breach or default under this Lease impairs any right power or remedy of the Landlord and it will not be construed to be a waiver of or acquiescence in any continuing breach or default or of or in any similar breach or default occurring subsequently; and no waiver of any single breach or default will be deemed a waiver of any earlier or later breach or default. Any waiver permit consent or approval of any kind or character of any breach or default under this Lease or any waiver of any provision or condition of this Lease must be in writing and will be effective only to the extent set out in the written waiver. All remedies either under this Lease or by law or otherwise afforded to the Landlord are cumulative and not alternative.

12.3 Accord and Satisfaction

No payment by the Tenant or receipt by the Landlord of a lesser amount than the Rent stipulated in this Lease will be considered to be other than on account of the stipulated Rent, and an endorsement or statement on a cheque or in a letter accompanying a cheque or payment as Rent will not be considered to be an accord or satisfaction, and the Landlord may accept a cheque or payment without prejudice to the Landlord's right to recover the balance of the Rent or pursue any other remedy.

12.4 Performance of Tenant's Covenants by Landlord

If the Tenant makes default in payment of any moneys covenanted by the Tenant to be paid or in the observance or performance of any of the covenants contained or implied in this Lease and on the part of the Tenant to be observed and performed the Landlord may pay that money and observe and perform those covenants and the Tenant will pay to the Landlord immediately upon demand all moneys which the Landlord expends in that behalf with interest calculated at the rate of two (2) per centum per annum from the time of those moneys having been so expended to the date of payment.

12.5 Interest on Arrears

The Tenant will pay to the Landlord interest on any Rent or other moneys which are in arrears calculated at the rate of five (5) per centum per annum from the time of the Rent or other moneys respectively falling due to the date of payment.

Title Reference 50484925

13. Damage or Destruction

13.1 Abatement of rent and suspension of covenant to repair

In case of the total or partial destruction of or damage to the premises by fire flood, storm, tempest, explosion, riot, civil, commotion, war or otherwise by inevitable accident or act of God and without any neglect or default on the part of the Tenant whereby the Premises shall be rendered wholly or partially unfit for occupation or use by the Tenant in the conduct of its Practice payment of the rent hereby reserved or a proportionate part thereof according to the extent of the damage sustained and the covenant to repair herein contained so far as it has relation to any such destruction or damage shall be suspended from the date of such destruction or damage until the premises shall have been restored and again put in a proper condition fit for use by the Tenant for the purpose of its Practice but in no better condition than prior to such destruction or damage.

2 Landlord may determine

If the building is destroyed or so damaged so that the premises are wholly or substantially unfit for occupation or use for the purposes for which they were demised the Landlord may in lieu of restoring or causing the said building to be restored give notice in writing to the Tenant terminating this Lease and this Lease shall thereupon be determined but without prejudice to any claim by either party against the other in respect of any antecedent breach of any of the provisions or agreements herein contained or implied.

13.3 Tenant may determine if no reinstatement

If the premises are destroyed or so damaged by any of the causes or agencies aforesaid and without any neglect or default on the part of the Tenant so as to be wholly or substantially unfit for occupation or use for the purposes for which the premises were demised and the Landlord shall not have substantially commenced to restore the same within a reasonable time from the date of such destruction or damage it shall be lawful for the Tenant at any time thereafter to terminate this Lease by giving to the Landlord notice in writing of its intention in that behalf and this Lease shall thereupon be determined but without prejudice to any claim by either party against the other in respect of any antecedent breach of any of the provisions or agreements herein contained or implied.

14. Complex

14.1 Alterations or Additions to the Complex

The Landlord may whenever the Landlord deems fit alter add to or increase the height or elevation of the Complex or effect repairs to it for any purpose but in particular for the development of further stages of the Complex in any manner the Landlord may think fit the alterations additions or repairs to be carried out in a reasonable manner. If necessary, for carrying out of those alterations additions or repairs the Landlord or any person or persons authorised by the Landlord may at reasonable times and upon reasonable notice to the Tenant enter upon the Premises for the purpose of making those alterations or additions or repair.

14.2 Repair to Complex

The Landlord may whenever the Landlord deems fit effect repairs to the Complex in any manner the Landlord may think fit the repairs to be carried out in a reasonable manner and if necessary, for the carrying out of those repairs the Landlord or any person or persons authorised by the Landlord may at reasonable times and upon reasonable notice to the Tenant enter upon the Premises for the purpose of making those repairs.

Title Reference 50484925

14.3 Use of Pipes

The Landlord is entitled to the free and uninterrupted passage and running of water sewerage gas electricity telephone and other services and supplies from and to other parts of the Complex or any adjoining property in and through the Pipes which now are or may during the term of this Lease be in under or over the Premises AND is entitled at reasonable times and upon reasonable notice (except in cases of emergency) to enter (or in cases of emergency to break and enter) the Premises to construct and to maintain in or under or over the Premises any Pipes for the benefit of any other part of the Complex or any adjoining property.

14.4 Relocation of Common Areas

The Landlord may at all times without liability to the Tenant for compensation or otherwise remove or relocate any of the Common Areas and the Car Park or erect additional buildings and structures on the Common Areas and the Car Park PROVIDED THAT if any of the Licensed Carparks are removed pursuant to this clause then the Tenant shall be granted a licence for an equal number of carparks as those removed on the same terms as those relating to the removed Licensed Carparks immediately prior to removal. If any of the Licensed Carparks are relocated the Landlord shall relocate those carparks to a position as near as possible to that from which those carparks were removed.

14.5 Closing of the Complex

The Landlord reserves the right at any time and from time to time for any periods it sees fit (but only in cases of necessity and so as to cause the minimum possible disruption to the use of the premises by the Tenant) to close all or any of the entrances to the Complex and/or to close off the whole or any part or parts of the Complex including any enclosed or partly enclosed courts passageways or the like, and while all the entrances to the Complex are closed the Tenant and its servants agents clients patient licensees and invitees will not enter or leave the Complex except with the permission of the Landlord.

14.6 Structures in Common Areas

The Landlord expressly reserves the right from time to time during the term of this Lease to erect remove and re-erect kiosks freestanding signs seats displays and other structures in any part of the Common Areas and to grant to any person the exclusive use of any kiosks displays or structures for such purposes for such periods and upon such terms and conditions as the Landlord in its absolute discretion may think fit and to use the Common Areas or any part of them for the purposes of functions and displays for such periods and at such times as the Landlord may in its absolute discretion determine.

14.7 Licences for use of Common Areas

The Landlord expressly reserves the right to grant to any tenant of the Complex a licence to use any part of the Common Areas either exclusively or in common with others for such purposes for such periods and upon such terms and conditions as the Landlord in its absolute discretion may think fit.

14.8 Obstruction of Driveways

The Tenant will prohibit its servants agents licensees and invitees and others over whom it may have control from parking delivery vehicles during loading or unloading in or otherwise obstructing in any manner the entrances exits and driveways in and to the Car Park.

14.9 Grant of Easements

The Landlord expressly reserves the right for the purpose of providing public or private access to or egress from the Complex or any other land adjacent or near to the Complex (the **Adjacent Land**) or the support of structures erected or to be erected on the Adjacent Land or the provision of services (including water drainage gas electricity

Title Reference 50484925

telephonic and electronic communications) to the Complex or to the Adjacent Land to enter into any arrangements or agreements with any of the owners tenants or occupiers of the Adjacent Land or with any public or other authority and for those purposes may dedicate transfer grant or create easements over the Complex in favour of those persons and/or authorities and upon whatever terms and conditions the Landlord thinks fit. The estate or interest of the Tenant under this Lease is deemed to be subject to these arrangements or agreements but the Landlord in exercising the rights reserved by this clause will not enter into any arrangement or agreement or dedicate transfer grant or create any easement right or privilege in favour of any person which substantially and permanently derogates from the enjoyment of the rights conferred on the Tenant by this Lease.

14.10 Obstruction of Passageways

The Tenant will not obstruct or permit to be obstructed by its servants agents licensee invitees or others over whom it may have control any part of the Common Areas (and in particular the vestibules entrances passageways and stairways) by leaving or placing any article or thing or by any meeting of persons.

14.11 Exclusion of Trespassers

Notwithstanding anything contained or implied in this Lease to the contrary the Landlord may at any time and from time to time and for so long as it thinks fit exclude and restrain any person or persons from entering upon any part of the Complex or from using or occupying any part of the Common Areas other than the genuine clients patients patrons delivery men or service suppliers employees licensees and invitees of the Tenant or of the other tenants of the Building who make use of the Complex in accordance with the rules and regulations of the Landlord. Without in any way limiting the meaning of the term 'genuine' any person who has entered upon the Building or made use of the Common Areas in breach of the Rules and Regulations and who having been notified of the breach commits a further breach of the Rules and Regulations (whether of the like nature or not) will for the purpose of this clause be deemed not to be genuine.

14.12 Revocation of Licence to Enter

The Tenant will whenever requested so to do by the Landlord give notice in writing to any person who purports to enter upon any part of the Complex or make use of the Common Areas as a customer client licensee or invitee of the Tenant and who does not observe the Rules and Regulations or who is deemed not to be genuine revoking the licence of that person to enter upon any part of the Complex.

14.13 Rules and Regulations

The Tenant and its employees agents clients patients licensees and invitees will in the exercise of the rights conferred by this Lease comply with and abide by the Rules and Regulations and the Tenant agrees to endeavour to ensure that its licensees officers employees and agents conform to the Rules and Regulations and all amendments and additions to them. The Landlord reserves the right at any time and from time to time to amend cancel add to or suspend all or any of the Rules and Regulations for the time being subsisting and to make such other and further Rules and Regulations either in lieu of or in addition to the Rules and Regulations existing at any time as in the judgment of the Landlord may from time to time be required for the management safety care or cleanliness of the Premises or the Common Areas or the Complex or any part of them or for the preservation of good order therein and for the convenience of the occupiers and invitees. No amendment or variation to the Rules and Regulations will substantially derogate from the rights of the Tenant as expressed in this Lease. All amendments and additions will bind the Tenant when notice of them is given to the Tenant in writing by the Landlord. A certificate signed by or on behalf of the Landlord of the Rules and Regulations in force at a particular date will be prima facie evidence of the Rules and Regulations in force at the date. If there is any inconsistency between the provisions of this Lease and any Rules and Regulations the provisions of this Lease

Title Reference 50484925

prevail. The Landlord will not be liable for any loss or damage howsoever caused arising out of any non-enforcement of the Rules and Regulations.

14.14 Construction

The Landlord reserves the right at any time to construct or permit the construction of any buildings or works in any part or parts of the Complex including the Common Areas and Car Park and whether of a permanent or temporary nature and to add to or permit to be added to (whether by the construction of additional storeys or in any other manner) and to vary or alter or permit to be varied or altered any buildings or works in the Complex at any time for these purposes as the Landlord sees fit and to erect scaffolding but the Landlord is not entitled to alter the Premises without the prior approval of the Tenant. The Landlord is required to provide reasonable access to the Premises during any period in which any alterations to the Complex are being carried out. If any of the Licensed Carparks are removed pursuant to this clause then the Tenant shall be granted a licence for an equal number of carparks as those removed on the same terms as those relating to the removed Licensed Carparks immediately prior to removal. If any of the Licensed Carparks are relocated the Landlord shall relocate those carparks to a position as near as possible to that from which those carparks were removed. If the construction or works is of a temporary nature then the Landlord shall relocate any removed Licensed Carparks to their original position at the completion of the temporary construction or works.

14.15 Functions and Displays

Notwithstanding anything contained or implied in this Lease to the contrary the Landlord may permit any person or organisation to hold any function or exhibition or display any merchandise in any part or parts of the Common Areas or the Car Park at such times and upon such terms and conditions as the Landlord in its absolute discretion thinks fit.

14.16 Landlord's Public Address Systems

Notwithstanding anything contained or implied in this Lease to the contrary the Landlord may provide and install a public address and/or music system throughout the Building and may play replay or broadcast or permit any other person to play replay or broadcast recorded music public announcements or any other material on the system.

15. Complex Management

15.1 Trading Name

If the name under which the Tenant conducts its Practice at the Premises includes words derived from the name of the Complex then at the expiration or sooner determination of this Lease the Tenant will if required by the Landlord:

- (a) change its name so as to exclude those words; and
- (b) execute a transfer of all rights in respect of the Practice name that includes those words (whether standing alone or in combination with any other words) in favour of the Landlord or any person nominated by it including the transfer of any registered business name or any rights under the *Trade Marks Act 1995* (Cth). The Landlord is hereby irrevocably constituted the attorney of the Tenant for the purpose of executing those transfers.

Title Reference 50484925

16. General

16.1 Time to be of the essence

Time is essential for all obligations of the Tenant in this Lease. The Tenant indemnifies the Landlord against all losses costs and expenses which the Landlord may sustain or incur as a consequence of any failure by the Tenant to perform and observe on the due date any obligations on its part contained or implied in this Lease.

16.2 Entire agreement

The terms and conditions set out in this Lease contain the entire agreement with regard to the Lease of the Premises as concluded between the Parties notwithstanding any negotiations or discussions prior to the execution of this Lease and notwithstanding anything contained in any brochure report or other document prepared by the Landlord for submission to potential tenants of the Complex. The Tenant also acknowledges that it has not been induced to enter into this Lease by any representation verbal or otherwise made by or on behalf of the Landlord which is not set out in this Lease.

16.3 Negating of Moratorium

To the fullest possible extent the provisions of all statutes now existing and subsequently to come into force and operating directly or indirectly to lessen or otherwise modify or vary or affect in favour of the Tenant the obligations of the Tenant or to stay postpone or otherwise prevent or prejudicially affect the exercise by the Landlord of all or any of the rights powers and remedies conferred on the Landlord by this Lease are hereby expressly negated and excluded from this Lease.

16.4 Inspection by prospective Purchaser or tenants

The Tenant will:

- (a) allow the Landlord to exhibit on the Premises notices advertising the Complex or any part of it for sale; and
- (b) at all reasonable times upon prior reasonable notice permit the Landlord to show the Premises to prospective purchasers; and
- (c) within the six (6) month period immediately preceding the expiration of the term granted by this Lease, permit the Landlord to show the Premises to prospective tenants at all reasonable times and on prior reasonable notice and allow the Landlord to affix and exhibit on the Premises where the Landlord thinks fit the usual 'for Sale' and/or 'to Let' notices. In each case the notices may display the name and address of the Landlord and its agents.

The Tenant will not remove any notice without the prior written consent of the Landlord.

16.5 Modification of Implied Covenants

The obligations and powers implied in leases by ss.105 and 107 of the *Property Law Act 1974* (Qld) are negated. All other covenants on the part of the Tenant implied by the *Property Law Act 1974* (Qld) are not negated but are modified to the extent of any inconsistency with the provisions of this Lease.

16.6 Notices

Unless otherwise stated any notice given by the Landlord is deemed to be duly given and served on the Tenant if signed by the Landlord or the solicitors for the Landlord or if the Landlord is a corporation then by any officer of or the solicitors for the Landlord and delivered to the Tenant (or if more persons than one are Tenants under this Lease then to any one or more of them) personally or if the Tenant is a corporation then to any person at its

Title Reference 50484925

registered office or principal place of business in this State or if left at the Premises or sent to the Tenant through the post in an envelope addressed to the Premises and in the latter case service is deemed to have been effected on the day following posting. Any notice by the Tenant to the Landlord must be signed by the Tenant and must be given or served in the manner prescribed by s. 257 of the *Property Law Act 1974* (Qld).

16.7 Holding over

If the Tenant with the consent of the Landlord remains in occupation of the Premises after the expiration of the term of this Lease then:

- (a) the Tenant will be tenant from month to month from the Landlord of the Premises on the terms of this Lease so far as they are applicable to a monthly tenancy;
- (b) the monthly tenancy may be determined by either party in the manner prescribed by Div. 4 of Part VIII of the *Property Law Act 1974* (Qld); and
- (c) the rent payable in respect of the monthly tenancy will be the amount of Rent payable monthly under this Lease immediately prior to the expiration of the term and will be payable in advance.

16.8 Severability

If it is held by a Court of competent jurisdiction that:

- (a) any part of this Lease is void voidable illegal or unenforceable; or
 - (b) this Lease would be void voidable illegal or unenforceable unless any part of this Lease were severed;
- that part will be severable from and will not affect the continued operation of the rest of this Lease.

17. Trusts

17.1 Trusts

If the Tenant at any time upon or subsequent to entering into this Lease or entering into or incurring the obligations contained in this Lease is acting in the capacity of trustee of any trust (**the Trust**) then whether or not the Landlord may have notice of the Trust the Tenant covenants with the Landlord as follows:

- (a) This Lease extends to all rights of indemnity which the Tenant now or subsequently may have against the Trust and the trust fund;
- (b) The Tenant has full and complete power and authority pursuant to the Trust to enter into this Lease and the provisions of the Trust do not purport to exclude or take away the right of indemnity of the Tenant against the Trust or the trust fund, and the Tenant will not release that right of indemnity or commit any breach of trust or be a party to any other action which might prejudice that right of indemnity;
- (c) Notwithstanding anything in any deed of trust or settlement or other document contained, the Tenant will be and at all times remain personally liable to the Landlord for the due performance fulfilment and observance of the obligations in this Lease;
- (d) During the currency of this Lease the Tenant will not without the consent in writing of the Landlord cause permit or suffer to happen the removal replacement or retirement of the Tenant as sole trustee of the Trust. The Tenant further covenants with the Landlord that it will be an event of default under this Lease if the Tenant is guilty of any breach of trust in respect of the Trust or ceases to be the sole trustee of the Trust or otherwise suffers removal replacement or retirement as trustee of the Trust.

Title Reference 50484925

18. Power of Attorney

The Tenant irrevocably appoints the Landlord and (if the Landlord is a corporation) the Directors the General Manager and the Secretary for the time being of the Landlord jointly and each of them severally to be the attorneys of the Tenant at any time after the power contained in this Lease to re-enter has been exercised to:

- (a) execute and sign a transfer or a surrender of this Lease; and
- (b) to procure the transfer or surrender to be registered; and
- (c) from time to time to appoint a substitute or substitutes and revoke those appointments; and
- (d) to do execute and perform any act deed matter or thing in accordance with this clause as fully and effectually as the Tenant could do.

The Tenant will ratify and confirm everything the attorneys or any substitute or substitutes lawfully do or cause to be done in accordance with this clause.

A statutory declaration by an attorney that the power of re-entry contained in this Lease has been exercised will be sufficient proof of that fact.

19. Termination of Lease

19.1 Termination of Lease where Services Agreement determined

In the event that the Services Agreement is determined for any reason then this Lease shall terminate on the same date as the date of termination of the Services Agreement.

19.2 Yield Up

The Tenant will at the expiration or sooner determination of the term of this Lease yield up the Premises in the order and condition described in Part 6.

19.3 Tenant's right to remove Tenant's Fixtures and Fittings

Provided the Tenant shall have duly paid the rent hereby reserved and observed performed and fulfilled all the covenants terms and conditions on its part to be observed performed and fulfilled hereunder the Tenant may at any time whether during or at the expiration or earlier determination of the term hereof remove from the premises all fixtures fittings medical imaging equipment partitions floor coverings signs notices furniture or other articles which were erected or installed by or on behalf of or at the direction of the Tenant (hereinafter called 'the Tenant's Fittings') **PROVIDED THAT** the Tenant shall make good any damage whatsoever caused to the Premises by the exercise by the Tenant of its rights or by the performance of its obligations under this clause **AND PROVIDED FURTHER** that the Tenant shall carry out and complete all necessary works so that at the termination of this Lease the condition of the Premises is at least qualitatively equal to the original condition of the Premises fair wear and tear excepted. Where the Tenant exercises its rights of removal pursuant to this clause such removal shall be carried out during the last month of the term hereof and in any other case within one (1) month of notice in writing from the Landlord requiring the removal of the Tenant's Fittings **PROVIDED HOWEVER** the Landlord may not give notice to the Tenant pursuant to this clause earlier than one (1) month prior to the expiration or earlier determination of the term hereof.

19.4 Abandoned Fittings belong to Landlord

Any of the Tenant's Fittings not removed by the Tenant as aforesaid shall be deemed abandoned by the Tenant and shall be and become the property of the Landlord.

Title Reference 50484925

19.5 Chattels

The Tenant will remove from the Premises all the Tenant's chattels prior to the expiration of the term of this Lease except that if this Lease is determined prior to the due date of expiry the Landlord will if requested so to do by the Tenant allow the Tenant its servants and contractors access to the Premises during any one (1) of three (3) days (excluding Saturdays Sundays and public holidays) next following the date of determination between the hours of 9.00am and 5.00pm for the purpose of removing chattels from the Premises. If the Tenant fails to remove chattels as mentioned in this clause the Landlord may at its option:

- (a) cause the chattels to be removed and stored in a public warehouse or elsewhere at the risk and at the cost of the Tenant; or
- (b) treat the chattels as if the Tenant had abandoned its interest in them and deal with them in any manner the Landlord thinks fit.

The Tenant indemnifies the Landlord in respect of any damage done to the Premises or to the Complex in or about the removal of chattels by the Tenant its servants or contractors and also in respect of any costs incurred by the Landlord in the removal and storage of them and also in respect of all claims demands actions costs judgments and expenses which the Landlord may suffer or incur at the suit of any person (other than the Tenant) claiming an interest in the chattels by reason of the Landlord acting in accordance with this clause.

19.6 Removal of Signs

At the expiration or earlier determination of this Lease the Tenant will remove or clean off any advertising or other sign advertisement or hoarding painted erected or placed on or in the Premises and restore the Premises to the condition they were in immediately before the advertisement sign or hoarding was painted, erected or set up.

20. Licences**20.1 Grant - Waiting Area**

The Landlord hereby grants to the Tenant a Licence, at no additional cost to the Tenant, during the term of this Lease or until the sooner determination of this Lease the right for the Tenant in common with the Landlord its employees invitees and authorised persons to use as a waiting area that area of the second floor of the Building as is cross-hatched in the plan in Appendix 'B' hereto (called 'the Waiting Area'). The grant of this Licence does not infer an intention to create in or confer upon the Tenant any estate or interest whatsoever in or over the Waiting Area.

20.2 No assignment

The Licence hereby granted may not be assigned by the Tenant.

20.3 Cleaning of Waiting Area

The Landlord will at its own expense supply contract cleaning services for the regular cleaning of the Waiting Area.

20.4 Covenants relating to Waiting Area

The Tenant shall:

- (a) repair and make good any damage which may be caused to the Waiting Area by the Tenant, its employees, invitees and others over whom it may have control; and

Title Reference 50484925

- (b) indemnify the Landlord against all actions claims demands losses damages costs and expenses which the Landlord may sustain or incur or for which the Landlord may become liable arising from any wilful or negligent act or omission of the Tenant, its employees, invitees, patients and others over whom it may have control and as a consequence of the use by the Tenant of the Waiting Area.

20.5 Grant - Equipment

The Landlord hereby grants to the Tenant at no additional cost to the Tenant a licence to use in common with the Landlord its employees licensees and authorised persons those items of the Landlord's Equipment as are specified in Appendix 'C' ('the Landlord's Equipment') for so long as the Landlord's equipment is in working order. The rights conferred by this Licence are non exclusive. The Landlord reserves the right to grant rights of a like character in the Landlord's Equipment to any person other than the Tenant as the Landlord may in its discretion think fit. The licence granted under this clause shall come to an end in respect of each piece of the Landlord's equipment once the piece of the Landlord's equipment is no longer in working order or at the expiry of this Lease, if later.

20.6 No assignment

The licence hereby granted may not be assigned by the Tenant.

20.7 Maintenance and Repair of Landlord's Equipment

The Tenant shall:

- (a) repair and make good any damage which may be caused to the Landlord's Equipment by the Tenant, its employees and others over whom it may have control; and
- (b) bear the cost of the performance of such regular maintenance of the Landlord's Equipment as may be necessary, including that recommended by the manufacturers of the Landlord's Equipment.

20.8 Assumption of Risk by Tenant

The Tenant agrees to use the Landlord's Equipment at the sole risk of the Tenant and releases the Landlord to the full extent permitted by law from all claims and demands of every kind resulting from accident, death or injury to any person or damage to personal property arising in any manner whatsoever out of or in connection with the use of the Landlord's Equipment by the Tenant.

20.9 Grant - Carparking

The Landlord hereby grants to the Tenant a Licence, at no additional cost to the Tenant, during the term of this Lease or until the sooner determination of this Lease to exercise the following rights and privileges:

- (a) The right for the Tenant to park one (1) motor vehicle in each of those twelve (12) carparking spaces as are cross-hatched in the plan in the Annexure 'D' hereto (called 'the Licensed Carparks');
- (b) The right for the Tenant in common with all others having the like right to use the driveways entrances and exits in and to the Licensed Carparks for the purpose of gaining access thereto and egress therefrom;
- (c) The right to permit any client or patient of the business 'QUEENSLAND X-RAY PTY LTD' to park one (1) motor vehicle in any one (1) of the Licensed Carparks.

20.10 No assignment

The Licence hereby granted may not be assigned by the Tenant.

Title Reference 50484925

20.11 Carparking rules

The Tenant shall observe and comply with any regulations not inconsistent with or in derogation of the rights of the Landlord hereunder relating to the reasonable use, safety, care and cleanliness of the Licensed Carparks which may be notified to the Tenant or displayed in a prominent position in the Licensed Carparks area.

20.12 Covenants relating to Carpark

The Tenant shall whilst using the Licensed Carparks comply with and observe all the obligations on the part of the Tenant under this Lease as if the Licensed Carparks were part of the Premises and in particular but without limitation:

- (a) repair; and make good any damage which may be caused to the licensed car parks by the Tenant, its employees, invitees and others over whom it may have control,
- (b) keep the licensed car parks in a thorough state of cleanliness,
- (c) indemnify the Landlord in the same manner and to the same extent as it would if the licensed car parks were included in the Premises.

21. Tenant's Grant of Licence**21.1 Grant - Premises**

The Tenant hereby grants to the Landlord its employees licensees and authorised persons a Licence, at no cost to the Landlord, during the term of this Lease or until the sooner determination of this Lease to exercise the right for the Landlord's employees licensees and authorised persons to enter and be upon the Premises in common with the Tenant for the purpose of operating the Landlord's Equipment and operating any equipment installed or, during the term of this licence, to be installed by the Tenant. The grant of this Licence does not infer an intention to create in or confer upon the Landlord an estate or interest in or over the Premises during the term or until the sooner determination of this Lease.

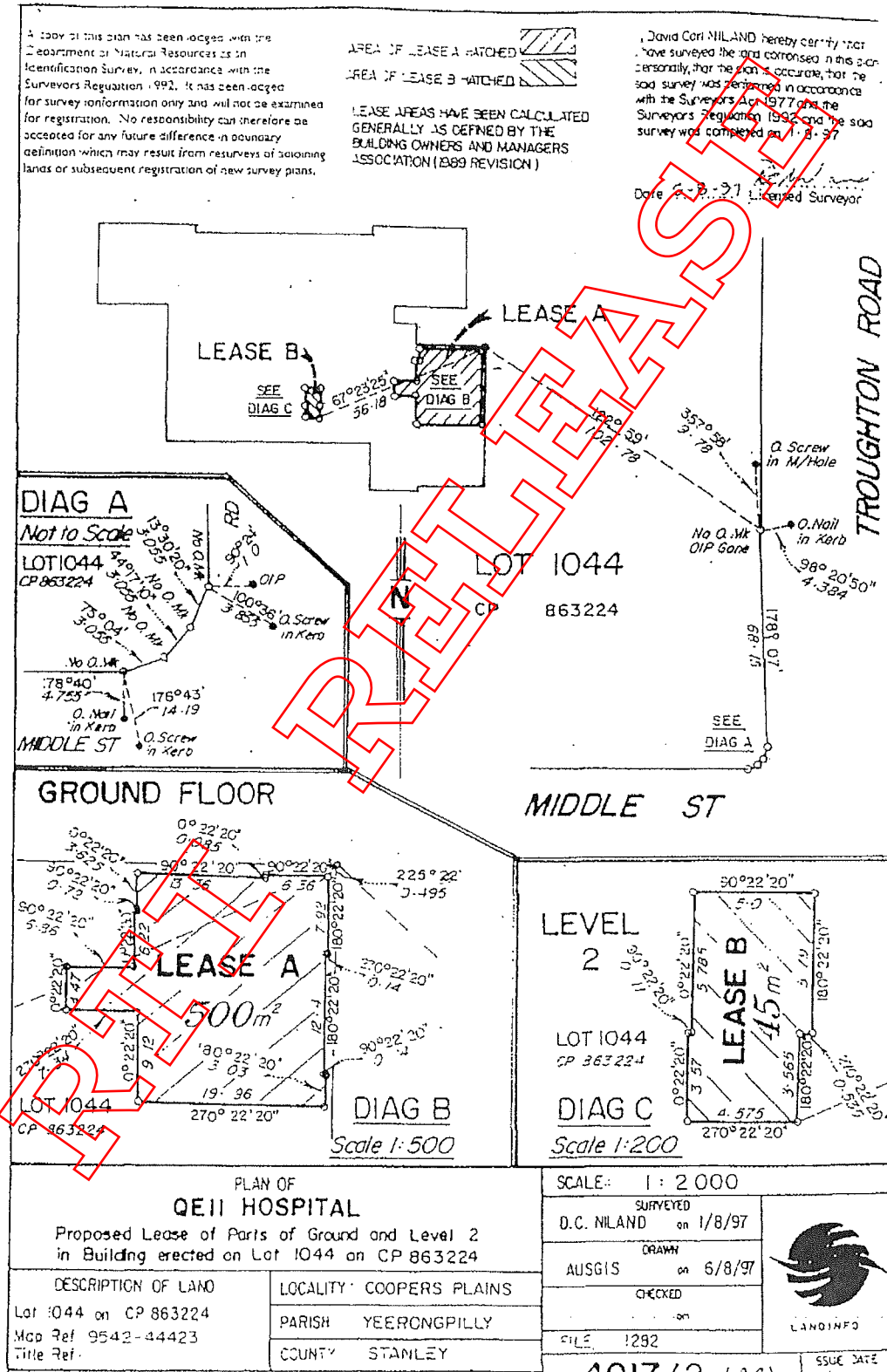
21.2 Repair - Premises

The Landlord shall repair and make good any damage to the Premises the Landlord's Equipment and any property of the Tenant in or on the Premises which may be caused without the negligence or default of the Tenant to the Premises the Landlord's Equipment and or any property of the Tenant by the Landlord its employees licensees and authorised persons whilst using or being in or upon the Premises.

PROHIBITED

Land Title Act 1994, Land Act 1994
and Water Act 2000

Title Reference 50484925



Title Reference 50484925

ANNEXURE A

RULES AND REGULATIONS

1. The outside of the Premises the entrance halls passages and stairways of the Complex are under the absolute control of the Landlord and must not be obstructed by the Tenant its employees agents invitees clients or patients or used by them for any purposes except ingress and egress to and from the Premises.

No sign device fitting furnishing ornament or object which is visible from the street or from any other building which is in the opinion of the Landlord incongruous or unsightly or may detract from the general appearance of the Complex may be erected constructed or maintained by the Tenant in the Complex.
3. The Tenant must give to the Landlord or its agent prompt notice in writing of any breakages or defect in the waterpipes air-conditioning ducts electric lights or other fittings.
4. The Tenant must not bring or permit any person to bring or leave in the Complex or any part thereof any bicycle or similar machine or any animal or play or permit any person to play any musical instrument in or about the premises without the consent of the Landlord or its agent.
5. The Landlord is not responsible to the Tenant or its employees agents clients invitees or patients for any loss of property from the premises however occurring or any damage done to the furniture or other effects of any Tenant.
6. Each Tenant will advise the Landlord and its agent from the time being of the private address and telephone number of the Tenant. The Tenant will inform the Landlord promptly of any change in such address or telephone number.
7. Each Tenant will at their own expense replace all electric light bulbs tubes and globes within the Premises which may become damaged broken or fail to light.
8. Each Tenant will take such steps as may be necessary to prevent excess infiltration of air into the premises and leakages and will not do any act or thing whereby the working of the air-conditioning in the Complex is impaired.
9. Each Tenant will keep all garbage and refuse in tightly secured containers and the removal of garbage and refuse may be made only by way of the loading area and at such time as is designated by the Landlord or the agent. All rubbish containers must be kept within the Premises or as otherwise instructed by the Landlord or its agent.
10. All receiving and delivery of goods must be made only by way of the loading area designated by the Landlord or its agents from time to time and at such times as are designated by the Landlord or its agent.

Title Reference 50484925

11. No goods article or item of any kind is to be left in the Common Areas entrance hall passages and stairways of the Complex.
 12. The Tenant may not hand over or allow its servants or employees to hand over the keys of toilets reserved for Tenant and staff to members of the public.
 13. Any loading bay pertaining to the Complex may not be used to store goods or other items.
 14. Vehicles using any loading bay area must not park within the loading bay area except when loading or unloading.
 15. The Tenant must not throw or permit to be thrown or to be dropped or to fall any article or substance whatsoever from or out of the Premises or the Common Areas or any part thereof and must not place any article or substance upon any sill ledge or other like part of the Premises or the Common Area.
 16. The Tenant will keep clean and free from dirt and rubbish such parts of the common Areas or any public footpath or way as immediately adjoins the Premises or the Building.
 17. The Tenant will return to the Landlord on the determination of the Lease all keys for locks and doors or other openings of the Premises and will not permit the keys at any time to come into possession or control of any person other than the Tenant or the servants or agents of the Tenant.
 18. Rubbish or waste must not be burned upon the Premises or the Common Areas.
 19. The Landlord may close lock-off or otherwise control the Common Areas or any part of them from time to time and may take all such actions as it deems necessary to prevent and prohibit undesirable persons from entering the Common Areas.
 20. The Premises must not be open for business at any time prohibited by law.
- In these Rules and Regulations except to the extent of any inconsistency with the context any word or expression has the same meaning as in the lease between the Landlord and the Tenant.

Land Title Act 1994, Land Act 1994
and Water Act 2000

Title Reference 50484925

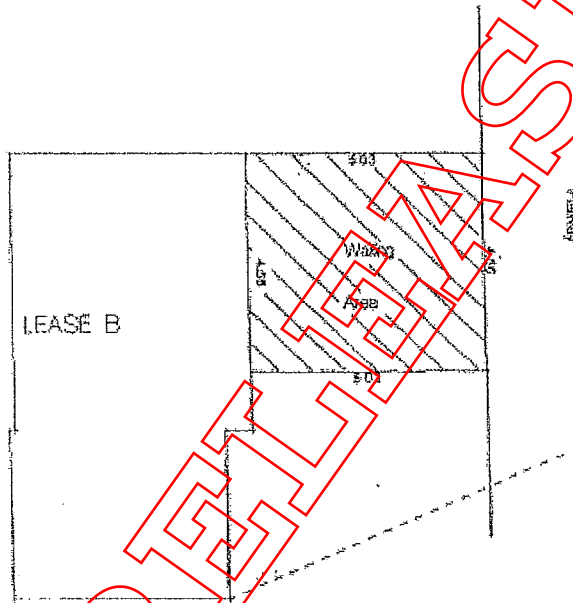
ANNEXURE B

THE WAITING AREA

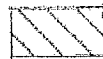
PTI RELEASE

Land Title Act 1994, Land Act 1994
and Water Act 2000

Title Reference 50484925



LEASE AREA



23sq m

AMEND DATE	AMENDMENTS	UPDATE DATE	AMENDMENTS

Title Reference 50484925

ANNEXURE C

PTI RELEASE

Title Reference 50484925

LOCATION	DESCRIPTION	MAKE	MODEL	CONDITION/COMMENTS	
ED (Room 1) X-Ray	Generator & Console	Shimadzu	HD 150 GH7/HD 150 B30	17.9 yrs old; Poor condition Reliability issues	
	High Speed Starter	Shimadzu	SA-50	17.9 yrs old; Poor condition	
	Ceiling Tube Suspension	Shimadzu	CH-30X	17.9 yrs old; Poor condition	
	LBD (Collimator)	Shimadzu	R-20	17.9 yrs old; Poor condition	
	Stand for Erect Bucky	Shimadzu	BR-10M	17.9 yrs old; Good condition	
ED (Room 2) Trauma	Erect Bucky	Shimadzu	BF-11	17.9 yrs old; Good condition	
	Generator & Console	Toshiba	DC850B	23.9 yrs old; Poor condition	
	Floating Table	NVC Aust	A1210	23.9 yrs old; Fair condition	
	Ceiling Tube Suspension	Shimadzu	CH-30X	17.9 yrs old; Fair condition	
	Tube Insert Housing	Toshiba	DU-304/PX1431-CS	19.9 yrs old; Poor condition	
	Stand for Erect Bucky	NVC Aust	NV3606	23.9 yrs old; Poor condition	
	Erect Bucky	Liebel-Flarsheim	108-3	23.9 yrs old; Poor condition	
ED Mobile	LBD (collimator)	Shimadzu	R-20	17.9 yrs old; Fair condition	
	Horizontal Bucky	Liebel-Flarsheim	107-3	23.9 yrs old; Fair condition	
	Capacitor Discharge Mobile X-ray Unit	Medical Systems	MC 100L4	17.9 yrs old; Poor condition Scheduled for replacement in 2004	
	X-Ray Viewing Box	JB Electric		19.4 yrs old; Fair condition	
Main Dept Rm1	Generator & Console	Toshiba	DC 850B	24.4 yrs old; Poor condition	
	High Speed Starter	Toshiba	RS 117	24.4 yrs old; Poor condition	
	Ceiling Tube Suspension	Toshiba	DSPB-5	24.4 yrs old; Poor condition	
	Stand for Erect Bucky	NVC Aust	NV3605	24.4 yrs old; Poor condition	
	Erect Bucky	Liebel-Flarsheim	108-3	24.4 yrs old; Poor condition	
Main Dept Rm2	LBD (collimator)	Toshiba	TF 57L-3G	24.4 yrs old; Poor condition	
	Erect Bucky	Liebel-Flarsheim	108-3	24.4 yrs old; Poor condition	
	Stand for Erect Bucky	NVC Aust	NV3606	24.4 yrs old; Poor condition	
Main Dept Rm3	Ceiling Tube Suspension	Toshiba	DSPB-5	24.4 yrs old; Poor condition	
	Ceiling Tube	Toshiba	DRX S76HD	Needs replacing	
	LBD	Toshiba	TF 57L-3G	24.4 yrs old; Poor condition	
	Generator & Console	Toshiba	KXO-DC850B	23.9 yrs old; Poor condition	
	High Speed Starter	Toshiba	RS 117	23.9 yrs old; Poor condition	
Main Dept - Various	Ceiling Tube Suspension	Toshiba	DSPB-5	24.4 yrs old; Poor condition	
	Ceiling Monitor	Nth American	PM-1758	24.4 yrs old; Poor condition	
	X-Ray Viewing Boxes x 14	JB Electric		1 x 19.4 yrs; Good condition 3 x 19.4 yrs; Fair condition 10 x 24.4 yrs; Fair condition	
	X-Ray Viewing Box	Old Lighting Service	XRS-4	24.4 yrs old; Fair condition	
	X-Ray Viewing Boxes x 2	MEA	WD-2	1 x 24.4 yrs; Good condition 1 x 19.4 yrs; Fair condition	
	Op Suite	Image intensifier - C Arm, dual monitor	Phillips		6.9 yrs old; Fair condition
		Mobile Image Intensifier - C Arm, dual monitor	Phillips		2.4 yrs old; Good condition
Mobile X-Ray Unit		Shimadzu	MUX-100	2 yrs old; Excellent condition	
Image Intensifier - C arm with 2 monitors		BV Libra		4 yrs old; Good condition	
ICU	Mobile X-Ray Unit	Shimadzu	MUX-100	2 yrs old; Excellent condition	

Notes: All equipment is operated and maintained by the provider. No lease fee is applicable for the use of this equipment. All fixed equipment, other than viewing boxes outside of the diagnostic imaging department, to be replaced at the end of its life by the provider. However, the equipment in the ED Trauma Room (currently used by the Plaster Technicians) is rarely used and may not need replacing. The District will replace mobile and image intensifier equipment and viewing boxes in locations outside of the diagnostic imaging department.

Title Reference 50484925

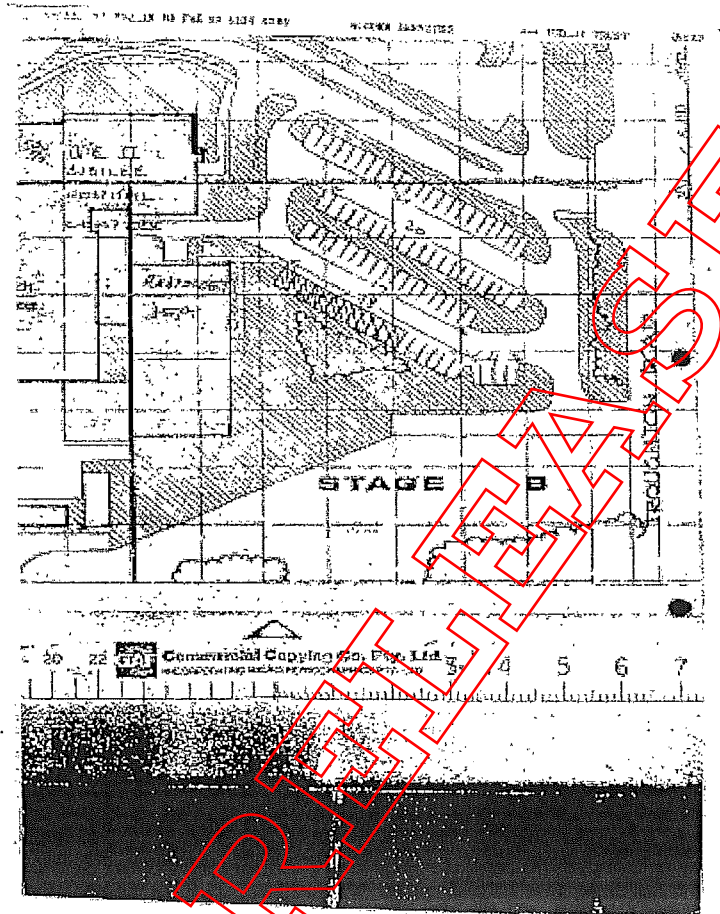
ANNEXURE D

THE LICENSED CARPARKS

PTI RELEASE

Land Title Act 1994, Land Act 1994
and Water Act 2000

Title Reference 50484925



RTI

Title Reference 50484925

TABLE OF CONTENTS

1. Reference Data	3
2. Defined Terms and Interpretation	5
3. Rent	7
4. Outgoings	7
5. Use	8
6. Maintenance and Repair	12
7. Alterations	12
8. Indemnity, Risk, Insurance, Liability	14
9. Assignment	17
10. Costs	18
11. Landlord's Assurances	19
12. Default	19
13. Damage or Destruction	22
14. Complex	22
15. Complex Management	25
16. General	26
17. Trusts	27
18. Power of Attorney	28
19. Termination of Lease	28
20. Licences	29
21. Tenant's Grant of Licence	31

PRELIMINARY
 RELEASED

Schedule 2 - Agreement between Principal and Contractor re Employment of QEII Radiology Staff

Undertakings between Contractor and Principal concerning persons currently employed in the Principal's radiology department

1. The Contractor agrees to:

(a) continue to employ the following persons for the duration of the Agreement, subject to the Contractor's entitlement to terminate employment on the period of notice set out in the District Health Service Employees Award - State (March 1997) for lawful reasons pursuant to the *Workplace Relations Act 1997*:

Radiographer

Radiographer

(the 2 persons) This Award shall apply to the employment of the 2 persons so far as it is able to be applied to a person employed in private enterprise.

(b) maintain the employment conditions previously enjoyed by the 2 persons under the District Health Service Employees Award - State (March 1997) including but not limited to:

- (i) maintain the existing salary rates including annual increments;
- (ii) pay long service leave after 10 years employment;
- (iii) allow 10 days paid sick leave per year;
- (iv) pay 5 weeks recreation leave per year including 17 $\frac{1}{2}$ % loading.

This Award shall apply to the employment of the 2 persons so far as it is able to be applied to a person employed in private enterprise.

2. The long service leave entitlement of the 2 persons is to be determined in accordance with the *Queensland Workplace Relations Act 1997*. Under that Act for the purposes of long service leave, continuity of the 2 persons' employment will not be broken by them commencing employment with the Contractor and the Contractor will recognise their continuous service with the Principal.
3. The Principal agrees to preserve the sick leave entitlement of the 2 persons for the duration of their employment with the Contractor. This entitlement may be drawn upon after any sick leave accumulated with the Contractor is exhausted.

Schedule 3 - Services

	Onsite (4)	Offsite (5)	Excluded (6)
General X-rays	X		
Ultrasound	X		
Fluoroscopy	X		
CT Scans	X		
Angiography		X	
Diagnostic Mammography		X	
Orthopantomograms	X		
Nuclear Medicine		X	
MRI		X (7)	
Mobile Services	X		
Image Intensification	X		
Access to Equipment (1)	X		
Film processing	X		
Film reporting (2)	X	X	
Education (3)	X		
Storage of Exposed Films			X
Nursing Support	X		
Porterage			X

Notes:

- (1) The Contractor must negotiate with the Principal to provide access to equipment to appropriately qualified staff of the Principal eg. Urologists shall be provided with scheduled access to perform urodynamic (fluoroscopy) studies. Where access to equipment is provided to the Principal's staff, the Contractor shall provide radiographic and radiology staff for imaging and interpretation only on request.
- (2) The Contractor will ensure that radiologists are available to discuss X-ray films with junior medical staff.
- (3) The Contractor must provide a minimum of 3 hours education per week including Surgical (including orthopaedics), Medical (including ICU) and Emergency Department conferencing and lectures to ancillary staff on request.
- (4) The Contractor must make available on site any Services listed as being On Site.
- (5) The Contractor may provide On Site any Services listed as Off Site at the Contractor's discretion.
- (6) The Principal will provide any Services listed as excluded.

- (7) The Principal may refer requests for MRI services to other facilities as well as or instead of the Contractor.

PTI RELEASE

Schedule 4 - Performance Indicators

1. On Site Services - Urgent Services

During Normal Hours the Contractor must ensure every case is performed within 4 hours and reported within 6 hours. Urgent Services conducted outside Normal Hours are to be reported by 12 midday the following day where cases are performed after hours on weekdays, or by 12 midday the following Monday for weekend cases, unless a different time frame is mutually agreed by the referring clinician and radiologist.

2. On Site Services - Elective Services

During Normal Hours the Contractor must perform and report at least 90% requested Services within 24 hours of the request unless a different time frame is mutually agreed by the referring clinician or patient and the radiologist.

3. Off Site Services - Urgent Services

The Contractor must perform and report all Urgent Services within 24 hours.

4. Off Site Services - Elective Services

The Contractor must perform and report all Services within 5 days unless a different time frame is mutually agreed by the referring clinician or patient and the radiologist.

5. Image intensifier services

The Contractor is required to provide non urgent services on 1 to 2 hours notice that the service is required. Urgent Services are to be provided as soon as the Radiographer can safely and practically complete the current examination and go to theatre.

6. Exceptions

The time frames in this Schedule may be extended under the following conditions and by negotiation with the referrer:

- (a) if longer patient preparation is required;
- (b) there is Equipment failure, power failure or some other related failure (urgent cases may be performed off site if the delay is likely to be prolonged);
- (c) the patient doesn't arrive in the department on time (eg, due to a delay in portage and/or ambulance services);
- (d) events occur, beyond the reasonable control of the Contractor, which prevent the Contractor performing the services.

Schedule 5 - Radiological equipment

Location	Description	Required	
		On commencement	Post commencement
X-Ray Department	2 x Ultrasound units capable of vascular, cardiac, abdominal and musculoskeletal procedures, with DVD burner Specification to level of ATL5000 or comparable	✓	
	1 x OPG system including lat-ceph, capable of producing digital imaging via CR or DR. Specification to a level of Planmeca or comparable.	✓	
	1 x CT scanner - 4 slice multi-row detector with workstation capable of 3D reconstruction and multi planar reformats. Specification to a level of GE Lightspeed or comparable.	✓	
	2 x CR Readers to service 3 x-ray rooms with adequate imaging plates for all procedures. Appropriate CR cassettes for mobiles and image intensifiers which service ICU, ED and theatres..	✓	
	Laser printed film capacity during transition to digital imaging	✓	
	Web based access to reports and images post implementation of digital system.		✓
	Capacity to burn images on CD as requested.		✓
X-Ray Dept - Rm1 (General Use)	50kW high frequency generator with ceiling suspension, elevating floating table top, erect bucky and auto exposure.	✓	
X-Ray Dept - Rm2 (Large field II)	1 x Remote controlled screening room table, high frequency generator, ceiling suspension, erect bucky and large field image intensifier	✓	
X-Ray Dept - Rm3 (80% urodynamics)	1 x Remote controlled screening room table, high frequency generator, ceiling suspension, erect bucky and large field image intensifier	✓	
ED	50kW high frequency generator with AEC and APR ceiling suspension, elevating floating top table and erect bucky.	✓	
	CR reader with 20inch high resolution display (to be located within the ED)		✓
ICU	CR reader with 20 inch high resolution display.		✓

Notes:

1. The Contractor is responsible for all fit out requirements, including lead shielding, partitioning, and furnishing etc.
2. The Contractor is responsible for all office equipment and furnishings.

Schedule 6- Audit Plan

The Principal will:

1. Compare the service requested with the service received: the Principal will select 10 patient files to review each Month. The Contractor will be notified of the UR number of the files to be audited. The Contractor is to provide the Principal with the Request Form/s relevant to these patients/Services. The Principal will compare the request with the service provided. If the service provided by the Contractor does not correspond with the relevant Request Form, the Contractor must provide an explanation of the discrepancy to the satisfaction of the Principal.
2. Monitor the appropriate authorisation of requests: The Principal will select up to 10 CT, MRI or Nuclear Medicine services to review each Month. The Contractor will be notified of the UR number of the files to be audited. The Contractor is to provide the Principal with the Request Form/s relevant to these patients/Services. The Principal will determine whether the ordering Doctor was authorised to order this service. The Principal acknowledges that the purpose of this clause is internal control and it cannot withhold payment for services that the Contractor has performed in response to incorrectly authorised requests.
3. Monitor private patient billing errors: the Principal will review all Services billed each Month to ensure no Private Patients have been included.
4. Monitor the level of repeat Xrays that are not clinically justified on a Monthly basis.
5. Monitor the Performance Indicators in Schedule 4 and the ACHS Radiology Indicators detailed in Clause 16.2(c).

The Contractor will:

1. Correct any data or billing errors.
2. Work with the Principal to correct any system errors that are identified.
3. Work with the Principal to conduct utilisation reviews.
4. Work with the Principal to reduce the number of repeat Xrays where these are not clinically justified.
5. Participate in root cause analysis of sentinel events where radiologist expertise is relevant.
6. Provide additional information to assist the Principal in monitoring Performance and ACHS indicators where requested.

Schedule 7 - Clinical Services and Levels of Complexity

	Clinical Services	Levels of Service Complexity					Additional notes
		General Services			Specialist Services		
		Primary	1	2	3	Super-specialist	
Core	1. Emergency services			2			Superspecialty and some sub specialty services not provided by QE11 - patients are transferred to PAH or Mater
	2. Surgical services	See separate template below					
	3. Endoscopy services*			2			
	4. Medical services	See separate template below					
	5. Maternity services						n/a
Support Service - Provided on site	6. Critical Care services						
	▪ High Dependency Units						Provided within ICU
	▪ Intensive Care Units (Adult)		1				Combined with HDU/CCU
	▪ Intensive Care Units (Paediatric)						
	▪ Coronary Care Units			2			Provided within ICU
	7. Neonatal Services						n/a
	8. Anaesthetic services				3		
Support Service - Provided	9. Operating Suite Services				3		
	10. Diagnostic Imaging			2			Provided by Contractor
	11. Interventional Radiology			2			Provided by Contractor
	12. Nuclear Medicine		1				Provided by Contractor
	13. Pathology		1				
	14. Pharmacy			2			
	15. Clinical Measurement			y			

Core	Clinical Services 2. Surgical Services	Levels of Service Complexity					Additional notes
		Primary	1	2	3	Super-specialist	
	General surgery				3		
	Gynaecology				3		
	Neurosurgery						n/a
	Ophthalmology			2			
	Orthopaedic surgery				3		
	Paediatric surgery						n/a
	Plastic and reconstructive surgery						n/a
	Cardiac-thoracic surgery						n/a
	Urology				3		
	Vascular surgery			2			
	Otolaryngology - head and neck surgery						n/a
	Colorectal surgery				3		
	Ear, nose and throat surgery						n/a
	Endocrine surgery						n/a
	Gastrointestinal surgery			2			
	Hepatobiliary and pancreas surgery						n/a
	Maxillofacial surgery						n/a
	Podiatric surgery						n/a

Core	Clinical Services 4. Medical services	Levels of Service Complexity					Additional notes
		Primary	1	2	3	Super-specialist	
	Cardiology			2			
	Endocrinology	1					
	Gastroenterology		2				
	Internal Medicine		2				
	General Paediatrics						n/a
	Clinical Haematology (excluding oncology)						n/a
	Clinical Immunology						n/a
	Infectious diseases			2			
	Neurology		1				
	Rheumatology			2			
	Thoracic medicine			2			
	Dermatology						n/a
	Clinical genetics/medical genetics						n/a
	Geriatrics				3		Although pharmacy level 2, rather than the required level 3, the level of pharmacy support to geriatrics is at an appropriate level
	Burns						n/a
	Sleep medicine						n/a
	Hepatology						n/a
	Renal medicine						n/a

Signing pages

EXECUTED as an agreement.

Signed for the State of Queensland acting through the Queen Elizabeth II Hospital Health Service District by an authorised officer in the presence of

[Redacted signature box]

Signature of witness

JOHN DOUGLAS KROGH
Name of witness (print)

Signature of officer

[Redacted signature box]

← DR JOHN SCOTT
Name of officer (print)

Senior Executive Director Health Services Directorate
Office held

Signed for Queensland X-Ray Pty Ltd ACN 094 502 208 by an authorised officer in the presence of

[Redacted signature box]

Signature of witness

PRASHAN JUMINDA KULASEKERA
Name of witness (print)

Signature of officer

[Redacted signature box]

← DR COLIN GOLDSCHMIDT
PAUL ALEXANDER
Name of officer (print)

Director
Secretary
Office held

Signed for Queensland X-Ray Pty Ltd ACN 094 502 208 by an authorised officer in the presence of

[Redacted signature box]

Signature of witness

PRASHAN JUMINDA KULASEKERA
Name of witness (print)

Signature of officer

[Redacted signature box]

← MR CHRISTOPHER WILKES
Name of officer (print)

Finance Director
Office held