

# MEMORANDUM OF LEASE

**CERTIFICATES OF TITLE BEING LEASED**

ITEM 1

THE WHOLE OF THE LAND COMPRISED IN CERTIFICATE OF TITLE REGISTER BOOK  
VOLUME 5907 FOLIO 68

**ESTATE AND INTEREST**

ITEM 2

ESTATE IN FEE SIMPLE

**ENCUMBRANCES**

ITEM 3

NIL

**LESSOR (Full Name and Address)**

ITEM 4

WHITING PROPERTIES PTY. LTD. A.C.N. 160 163 913  
as Trustee for WHITING FLOORING SUPERANNUATION FUND  
of 170 Target Hill Road Salisbury Heights SA 5109

**LESSEE (Full Name, Address and Mode of Holding)**

ITEM 5

WHITING FLOORING PTY. LTD. A.C.N. 134 638 001  
as Trustee for WHITING FAMILY TRUST  
of 170 Target Hill Road Salisbury Heights SA 5109

**TERM OF LEASE**

ITEM 6

COMMENCING ON THE ~~10th~~ <sup>23rd</sup> of November 2012

EXPIRING ON THE ~~4th~~ <sup>22nd</sup> of November 2017

**RENT AND MANNER OF PAYMENT (OR OTHER CONSIDERATION)**

**ITEM 7**

ANNUAL RENTAL in the first term of this lease is FORTY TWO THOUSAND DOLLARS (\$42,000.00) per annum excluding GST ("the rent") payable in advance in equal and consecutive calendar monthly installments of THREE THOUSAND FIVE HUNDRED DOLLARS (\$3,500.00) excluding GST , the first of which shall be paid on the 1st day of each and every month during the initial term and any renewed term with the Lessor reserving the right to increase the rent in the second term, if renewed, in accordance with clause 4.4 hereof

**OPERATIVE CLAUSE**

The Lessor LEASES TO THE LESSEE the land \*ABOVE / HEREINAFTER described and the LESSEE ACCEPTS THIS LEASE of the land for the term and at the rent stipulated, subject to the covenants and conditions expressed \*herein / in MemorandumNo. and to the powers and covenants implied by the Real Property Act 1886 (except to the extent that the same are modified or negated below).

\*Delete the inapplicable

**DEFINE THE LAND BEING LEASED INCORPORATING THE REQUIRED EASEMENT(S) ETC.**

**ITEM 8**

IT IS COVENANTED BY AND BETWEEN THE LESSOR AND THE LESSEE as follows:  
(Covenants, where not deposited, to be set forth on insert sheet(s) and securely attached)

**ITEM 9**

**Permitted Use**                      **FACTORY / WAREHOUSE**

**ITEM 10**

<b>Rent Review</b> <b>(Date &amp; year)</b>	<b>Initial term:</b>	16TH NOVEMBER 2013
		16TH NOVEMBER 2014
		16TH NOVEMBER 2015
		16TH NOVEMBER 2016
	<b>Renewed term:</b>	16TH NOVEMBER 2017
		16TH NOVEMBER 2018
		16TH NOVEMBER 2019
		16TH NOVEMBER 2020
		16TH NOVEMBER 2021

**Market Review**    **16TH NOVEMBER 2017**

**ITEM 11**

**Renewed Term**    **One (1) Five (5) year right of renewal**

**ITEM 12**

**Lessee's proportion of outgoings**

**When separately assessed**                      -                      **One hundred per cent (100%)**

1. INTERPRETATION

In this Lease unless the contrary intention appears:

- (1) "Retail Shop Lease" means a lease or agreement which comes within the definition of a retail shop lease as contained in Section 4 of the Retail and Commercial Leases Act 1995.
- (2) "Demised Premises" means the whole of the land described in Item 1 of the Schedule and includes all buildings car parking areas and other permanent improvements structures and fixtures erected or constructed thereon from time to time together with all the Lessor's Fixtures and Fittings.
- (3) "Lessee" shall mean the person or persons named and described in Item 5 of the Schedule and where the context so requires or admits the heirs executors administrators and assigns of such person and/or persons and if a company or companies the successors and permitted assigns of such company or each of them as the case may be and if more than one then jointly and severally.
- (4) "Lessor" means the person or persons named and described in Item 4 of the Schedule and where the context so requires or admits the heirs executors administrators and assigns of such person and/or persons and if a company or companies then the successors and permitted assigns of such company or each of them.
- (5) "Lessor's Fixtures and Fittings" means all fixtures and fittings plant equipment services chattels and other goods whatsoever which are the property of the Lessor and which are or may be installed or situated on or within the Demised Premises from time to time.
- (6) "Permitted Use" means the use to which the Lessee shall put the Demised Premises being the use described in Item 9 of the Schedule.
- (7) "Services" means and includes all electrical plumbing fire protection air-conditioning gas telephone and other like installations including all pipes wires conduits incorporated therein or appurtenant thereto.
- (8) "GST" means goods and services taxes, value added taxes, consumption taxes and other similar taxes, duties, excises, surcharges, levies or imposts imposed by law.
- (9) Reference to a Statute shall include all amendments for the time being in force and any other statute enacted in substitution therefor and regulations and by-laws for the time being under that statute and any notice demand order direction requirement or obligation under or pursuant to that statute or those regulations or by-laws and the expressions "statute" "act" "by-laws" shall mean any federal state or local government statute act regulation or by-law from time to time in force and any notice demand or direction requirement or obligation issued made given or imposed under or pursuant to the same.

- (10) Words importing the singular embrace the plural and words importing one gender shall embrace the other gender and vice versa respectively.
- (11) Any reference to a person shall be deemed to include a corporate body and vice versa.
- (12) All moneys payable by the Lessee to the Lessor under this lease shall be recoverable as a debt or at the option of the Lessor as rental in arrears.
- (13) Headings are for convenience of reference only and shall not affect the construction or interpretation of this lease.
- (14) Where the words "not applicable" or "nil" appear opposite any part of any item of the Schedule each and every clause in this lease in which specific reference is made to such part of the relevant item in the Schedule shall so far as the context shall permit be null and void and of no effect.
- (15) The terms covenants conditions and agreements in this lease contained shall be in addition to and without prejudice to those implied by the Real Property Act 1886 and the Law of Property Act 1936 except insofar as the same are altered or modified hereby.

## 2. LESSEE'S COVENANTS

The Lessee expressly covenants and agrees with the Lessor during the term of this Lease and any other period in which it shall be in occupation of the Demised Premises or any part thereof as follows:

- (1) Rent  
To pay to the Lessor the rental at the times and in the manner specified (or at such other time or in such other manner as the Lessor shall specify from time to time in writing) free and clear of all deductions and abatements.
- (2) Goods and Services Tax  
To pay and indemnify the Lessor against all GST that may be charged or levied (whether before or after the commencement date) on any rent or other costs and expenses payable by or recoverable from the Lessee under this Lease.
  - (a) If GST is charged or levied to the extent permitted by law then:
    - (i) this Lease is to be treated as taxable for GST purposes,
    - (ii) the Lessee must do everything reasonably requested by the Lessor to ensure this Lease is treated as taxable for GST purposes,

- (iii) the rent and other money payable under this Lease are exclusive of GST and liability for GST shall be in addition to the rent and other money payable under the Lease and
- (iv) the Lessee must pay GST at the same time as the payment to which it relates falls due.

(3) Rates and Taxes

To pay as and when the same fall due for payment all Corporation Rates and other charges, South Australian Water Corporation Rates (including water usage), Emergency Services Levy and any other rates taxes (excluding Land Tax) assessment fees or other charges which are or may be during the term hereof charged levied or assessed against or imposed upon the Demised Premises or the owner or occupier thereof PROVIDED THAT if the Demised Premises is not separately assessed in respect of any such rates taxes assessments fees or other charges or any of them then to pay to the Lessor on demand the Lessee's Proportion (as set out in Item 12) of such rates taxes assessments fees and/or charges charged levied or assessed as aforesaid in respect of the said Land. In the event that the Lessee occupies the Demised Premises for less than a full rating period the Lessee shall pay a proportion of any such rates taxes assessments fees and other charges which shall be in the same proportion as that period which the Lessee occupies the Demised Premises bears to the full rating period.

(4) Utilities

To bear and pay fully and punctually all charges for telephone electric light and power gas oil and (without limiting the generality of clause 2.2) all water consumed or used upon or in respect of the Demised Premises.

(5) Air-Conditioning

To pay all costs charges and expenses incurred in connection with the operation maintenance repair and renovation of all air conditioning plant services and equipment which serve or operate in the Demised Premises AND to comply with and observe the reasonable requirements of the Lessor with respect to the use and operation of such air conditioning plant services and equipment and not to interfere with or misuse the same nor to cause suffer or allow to be done anything in relation to the use or ventilation of the Demised Premises which might interfere or impair the efficient operation of such plant services and equipment in the Demised Premises PROVIDED HOWEVER that notwithstanding anything herein contained to the contrary the Lessor shall not be under any liability to the Lessee or any other person by reason of any inability or failure to operate control or maintain such plant service or equipment at any time for any reason.

- (6) Use of Demised Premises  
To use the Demised Premises for the Permitted Use and not for any other purpose and not at any time during the term hereby granted to exercise or carry on or permit or suffer to occur or to be exercised or carried on upon the Demised Premises or any part thereof any noxious noisome offensive or dangerous art trade business occupation or calling or do or permit or suffer any matter or thing whatsoever upon the Demised Premises or any part thereof which shall or may in the opinion of the Lessor be to the annoyance nuisance grievance damage or disturbance of or to any owners or occupiers of any land or buildings adjacent to the Demised Premises or in the neighbourhood and not to sleep or suffer anyone to sleep upon the Demised Premises or any part thereof or use or permit or suffer the same to be used for residential purposes.
- (7) General Obligations to Open for Business  
That subject to any statutory rights of the Lessee or any other rights or obligations herein contained or implied to the contrary the Lessee will open the Demised Premises for the purpose of carrying on the Permitted Use regularly and in accordance with good business practice and will not close or permit the Demised Premises to be closed for any lengthy period or periods of time during which other businesses or activities of a nature similar to that conducted by the Lessee from the Demised Premises would normally be open for business. The Lessee acknowledges that this clause does not impose upon the Lessee any specific requirement to trade at any particular times or during any particular periods.
- (8) Maintenance and Repair  
To maintain repair and keep the whole of the Demised Premises in good and substantial repair order and condition damage by fire flood lightning earthquake storm tempest and other risks against which the Lessor is insured (save where insurance moneys are irrecoverable in consequence of the act or default of the Lessee or any servant agent contractor sub-Tenant or employee of the Lessee or any person on the Demised Premises by lawful licence of the Lessee) and fair wear and tear only excepted and to replace from time to time the Lessor's Fixtures and Fittings in the Demised Premises which may be or become beyond repair at any time during or at the expiration (or sooner determination) of this lease PROVIDED THAT this covenant shall not impose on the Lessee any obligation in respect of any structural maintenance replacement or repair except where the same is rendered necessary or desirable as a consequence direct or indirect of any act or omission on the part of the Lessee or any servant agent contractor or sub-tenant of the Lessee or any person on the Demised Premises by lawful licence of the Lessee or by the use of the Demised Premises by the Lessee notwithstanding that such use of the Demised Premises may be within the scope of the Permitted Use.
- (9) Maintain Landscaped Areas  
To care for maintain and nurture any and all lawns gardens

landscaped areas and all other vegetation on the Demised Premises and at all times to keep the same in a healthy and tidy state and free from weeds vermin and pests PROVIDED THAT if in the reasonable opinion of the Lessor the said lawns gardens landscaped areas and/or other vegetation shall at any time and from time to time become untidy unhealthy unsightly or otherwise in need of attention the Lessor its servants agents contractors and/or workmen may at any time without notice enter upon and within the Demised Premises and undertake such gardening watering and other works which the Lessor in its absolute discretion considers necessary or desirable in order to reinstate the said lawns gardens landscaped areas and other vegetation to a state and condition which is consistent with the due and proper performance by the Lessee of its obligations hereunder and any and all fees costs charges and expenses incurred paid or payable by the Lessor in so doing shall be recoverable from the Lessee on demand.

(10) Cleaning

To cause the Demised Premises to be cleaned regularly in a proper and workmanlike manner and only by persons reasonably approved by the Lessor PROVIDED THAT if in the reasonable opinion of the Lessor the Demised Premises or any part of them shall at any time and from time to time become unclean the Lessor its servants agents contractors or workmen may at any time on giving to the Lessee no less than twenty-four (24) hours notice of its intention so to do enter upon and within the Demised Premises and carry out such cleaning which the Lessor in its absolute discretion considers necessary to clean the Demised Premises to a standard which is consistent with the due and proper performance by the Lessee of its obligations hereunder and any and all fees costs charges and expenses incurred paid or payable by the Lessor in so doing shall be recoverable from the Lessee on demand.

(11) Clean and maintain Lessee's Fittings

To keep and maintain clean and in good order repair and condition all fittings plant furnishings and equipment of the Lessee to the extent necessary to prevent any hazard to or deterioration in the condition of the Demised Premises and any hazard or danger or potential hazard or danger to any persons in or about the Demised Premises.

(12) Statutory Requirements

To promptly and fully and at the Lessee's cost and expense in all things comply with all statutes acts ordinances by-laws proclamations orders or regulations present or future affecting or relating to the Demised Premises and the Lessee's use thereof and with all requirements which may be made or notices or orders which may be given by any governmental municipal civic or other authority over or in respect of the use of the Demised Premises and to indemnify and keep indemnified the Lessor from and against all actions proceedings claims demands charges penalties and expenses arising from the non-performance or non-observance of any such duties and obligations or the noncompliance with any such requirements as



or sooner determination of the Lease that it does not require the Lessee to reinstate the said alterations or additions then the same shall be reinstated by the Lessee at or immediately prior to the expiration or sooner determination of this Lease but the Lessee shall upon such reinstatement cause no damage to the Demised Premises and shall forthwith thereafter make good reinstate and repair any damage or disfigurement caused thereby.

(19) Prohibited Installations

Without affecting the generality of anything herein contained not without the prior consent in writing of the Lessor (in respect of which consent - if granted - the Lessor may impose such conditions as it considers desirable) to install any water gas or electrical fixtures equipment or appliances or any apparatus for illuminating air-conditioning heating cooling or ventilating the Demised Premises other than kitchen appliances for the preparation of food or beverages and office appliances or equipment reasonably necessary for the execution of normal office practices nor to mark paint drill or in any way deface walls ceilings partitions floors wood or other part of the Demised Premises.

(20) Heavy Objects

Not to bring upon or cause or allow to be moved within the Demised Premises without the prior consent in writing of the Lessor any heavy machinery or other plant and equipment of such nature and size as to cause in the opinion of the Lessor or be likely to cause any structural or other damage to the Demised Premises or any part thereof and where such consent is obtained from the Lessor to comply in all respects with any directions given by or on behalf of the Lessor with respect to the time manner and routing of the moving of such machinery or equipment.

(21) Dangerous Substances

Not to bring upon or cause to be brought upon the Demised Premises or any part thereof without the prior consent in writing of the Lessor any dangerous noxious toxic volatile explosive or inflammable substance or compound whatsoever whether in solid liquid or gaseous form.

(22) Fire Precaution

To take such precautions against fire on and in respect of the Demised Premises as are or may from time to time be required under or in pursuance of any statute act by-law order proclamation or regulation now or hereafter in force or which may be required by any authority (whether governmental municipal civic or other authority) having jurisdiction in relation thereto and at the Lessee's own cost and expense in all things to do such other acts matters and things in relation to fire safety as are or may from time to time be directed or required to be done or executed (whether by the owner or occupier of the Demised Premises) by any authority (whether governmental municipal civic or other authority) having jurisdiction in relation thereto PROVIDED THAT this covenant shall not impose upon the Lessee

any obligation in respect of any structural maintenance or works except where the same is rendered necessary or desirable as a consequence direct or indirect of any act or omission on the part of the Lessee or any servant agent contractor or sub-tenant of the Lessee or any person on the Demised Premises by lawful license of the Lessee or by the use of the Demised Premises by the Lessee notwithstanding that such use of the Demised Premises may be within the scope of the Permitted Use.

(23) Notice of Defects

To give to the Lessor prompt notice in writing of any circumstances including any accident to or defect or want of repair in or about the Demised Premises or any services or fittings located or installed in or about the Demised Premises which may cause any danger risk or hazard to the Demised Premises or any person therein.

(24) Lessor's Access

To permit the Lessor and the Lessor's agents at all reasonable times upon giving to the Lessee reasonable notice (except in the case of emergency when no notice shall be required) to enter upon the Demised Premises and view the state of repair thereof and the Lessor may thereupon or thereafter serve upon the Lessee a notice in writing of any defect the repair of which is within the Lessee's obligations hereunder or of any other matter in respect of which the Lessee is in default hereunder requiring the Lessee forthwith to repair the same and/or take steps to remedy any other default as the case may be and in default of the Lessee so doing it shall be lawful for the Lessor (without any obligation on the part of the Lessor so to do) for the time being to enter and execute the required repairs and/or to undertake such acts matters and things as may in the opinion of the Lessor be necessary to remedy or rectify such default as if it were the Lessee and for that purpose the Lessor the Lessor's architects contractors workmen and agents may enter upon the whole or any part of the Demised Premises and there remain for the purpose of doing erecting or affecting any such thing and any reasonable expenses and costs incurred paid or payable by the Lessor in so doing shall forthwith on demand be payable by the Lessee to the Lessor AND FURTHER to permit the Lessor at all times on reasonable notice to carry out repairs renovations maintenance modifications extensions or alterations to the Demised Premises or to any part thereof deemed necessary or desirable by the Lessor and for any of these purposes to enter the Demised Premises with or without the Lessor's architects contractors workmen and agents as aforesaid PROVIDED THAT in executing any such works and/or repairs the Lessor shall cause as little disturbance to the Lessee as practicable.

aforesaid PROVIDED THAT this covenant shall not impose on the Lessee any obligation in respect of any structural maintenance replacement or repair except where the same is rendered necessary or desirable as a consequence direct or indirect of any act or omission on the part of the Lessee or any servant agent contractor or sub-tenant of the Lessee or any person on the Demised Premises by lawful licence of the Lessee or by the use of the Demised Premises by the Lessee notwithstanding that such use of the Demised Premises may be within the scope of the Permitted Use.

(13) Painting

As and when the Lessor considers it necessary, on reasonable grounds, and in any event at or immediately prior to the expiration or sooner determination of this Lease to paint (or otherwise treat as the case may require) in a good and workmanlike manner all such surfaces of the Demised Premises as shall have previously been painted or otherwise treated in two coats of quality paint and in colours approved by the Lessor (or with such other high quality treatment as may be appropriate and approved by the Lessor) PROVIDED THAT in the event that the Lessee shall fail to paint and/or treat the Demised Premises in proper compliance with its duties and obligations as aforesaid the Lessor may without notice enter upon the Demised Premises and undertake or complete such painting and/or treatment as aforesaid and any and all costs and expenses incurred by the Lessor in so doing shall be recoverable from the Lessee on demand.

(14) Use of Facilities

Not to use nor permit any servant agent contractor or sub-tenant of the Lessee or any person on the Demised Premises by lawful licence of the Lessee to use the lavatories toilets sinks and drainage and other plumbing facilities in the Demised Premises for any purpose other than that for which they were constructed or provided and not to deposit or permit to be deposited therein any sweeping rubbish or other material and any damage thereto caused by such misuse shall be made good by the Lessee forthwith.

(15) Garbage and Waste

To store and keep all waste materials and garbage in proper receptacles therefor and to arrange at its cost and expense in all things for the regular removal thereof from the Demised Premises.

(16) Comply with the Public and Environmental Health Act

Not to permit or suffer the Demised Premises or any part thereof to be or become in an insanitary condition within the meaning of the Public and Environmental Health Act 1987 ("the Health Act") or to be or become in such a condition as shall not comply with the provisions as regards public health and safety contained in the Local Government Act and the Industrial Code or Acts for the time being in force in the State of South Australia and at the Lessee's cost and expense in all things to perform and fulfil or cause to be performed and fulfilled all the duties and obligations with regard to the Demised

Premises or the use thereof imposed by the Health Act and any other statute affecting the Demised Premises or the occupation or condition or use thereof for the time being in force in the said State and to carry out promptly and efficiently the proper requirements from time to time lawfully made by any Local Government Authority or Board or person pursuant to any such legislation and to indemnify the Lessor from and against all actions proceedings claims demands charges penalties and expenses arising from the non-performance or non-observance of any such duties and obligations or the noncompliance with any such requirements as aforesaid PROVIDED THAT this covenant shall not impose on the Lessee any obligation in respect of any structural maintenance replacement or repair except where the same is rendered necessary or desirable as a consequence direct or indirect of any act or omission on the part of the Lessee or any servant agent contractor or sub-tenant of the Lessee or any person on the Demised Premises by lawful licence of the Lessee or by the use of the Demised Premises by the Lessee notwithstanding that such use of the Demised Premises may be within the scope of the Permitted Use.

(17) Signs and Advertisements

Not without the prior consent in writing of the Lessor to erect display affix or exhibit on in or to the Demised Premises any sign advertisement name or notice nor without the like consent of the Lessor to erect or place upon or within or without the Demised Premises any radio or television aerial or antennae or any loudspeakers film screens or similar devices or equipment nor use or permit to be used any radio gramophone television or other like media or equipment which may be heard or seen from without the Demised Premises and upon vacating the Demised Premises or otherwise at the request of the Lessor forthwith to remove any signs advertisements names or notices erected displayed painted affixed or exhibited upon to or within the Demised Premises by or on behalf of the Lessee and forthwith to make good any damage or disfigurement caused by reason of such erection painting displaying affixing placing exhibiting or removal.

(18) Alterations and Additions

Not without the prior consent in writing of the Lessor to make any alteration or addition in or to the Demised Premises or any part thereof PROVIDED HOWEVER that where such consent is given the materials and design shall first be approved by the Lessor or the Lessor's architects and the work equipment or installation shall be installed or altered in accordance with the approval so given (if any) and any fees payable to the Lessor's architects and all other costs and expenses whatsoever incurred paid or payable by the Lessor in connection with all inspections and considering the Lessee's application for the Lessor's consent shall be paid by the Lessee to the Lessor forthwith upon demand (whether or not such consent shall have been granted) AND PROVIDED FURTHER that all such alterations and additions shall remain the property of the Lessee who shall be responsible for all maintenance thereof. Unless the Lessor advises the Lessee by notice in writing upon or prior to the expiration

(25) Plate Glass and Public Liability Insurance

Forthwith to effect and keep current at all times in the joint names of the Lessee and the Lessor with an Insurance company reasonably approved by the Lessor:

- (a) a policy of insurance insuring all glass including plate glass in and about the Demised Premises for the full replacement value thereof from time to time against breakage and to expend all moneys received under such policy in reinstating such plate glass as may be broken and if such moneys are not sufficient to replace the said plate glass then to make up the difference with the Lessee's own money; and
- (b) a public risk policy for an amount of not less than TWENTY MILLION DOLLARS (\$20,000,000) (or such further amount as the Lessor may notify the Lessee in writing from time to time) per claim;

and on demand to deliver to the Lessor such policy and/or policies and/or the certificate of currency in respect thereof and/or the receipt in respect of the current premium therefor.

(26) Reimburse Building Insurance Premium

Within seven (7) days of demand to pay to the Lessor all costs and expenses incurred paid or payable by the Lessor in insuring and keeping insured from time to time the Demised Premises against loss or damage by fire storm tempest earthquake flood and such other risks as the Lessor deems necessary from time to time for the full replacement value thereof as determined by the Lessor from time to time in its absolute discretion under a policy or policies including consequential loss provisions covering removal of debris and loss of rent for six (6) months.

(27) Not to Vitate Insurance

Not to do or permit to be done anything whereby the policy or policies of insurance on or in respect of the Demised Premises or any policy or policies of insurance on or in respect of any adjoining premises of the Lessor against damage by fire or otherwise for the time being subsisting may become void or voidable or whereby the rate of premium thereon may be increased and to repay to the Lessor on demand all sums paid by way of increased premium and all expenses incurred by the Lessor in or about any renewal of the policy or policies rendered necessary by a breach of this clause.

(28) Indemnity

To indemnify and forever hold harmless the Lessor from and against all and any actions claims demands losses damages costs and expenses for which the Lessor shall or may be or become liable in respect of or arising from:

- (a) The negligent use misuse waste or abuse by the Lessee or any servant agent contractor or sub-tenant of the Lessee or any person in or on the Demised Premises by lawful licence of the Lessee or any other person claiming through or under the Lessee of the water gas electricity oil lighting and other services and facilities to or in the Demised Premises;
  - (b) Overflow or leakage of water (including rain water) in or from the Demised Premises but having origin within the Demised Premises caused or contributed to by any act or omission on the part of the Lessee or any servant agent contractor or sub-tenant of the Lessee or any person in or on the Demised Premises by lawful licence of the Lessee or any other person claiming through or under the Lessee;
  - (c) Loss damage or injury from any cause whatsoever to property or persons caused or contributed to by the use of the Demised Premises by the Lessee notwithstanding that such use of the Demised Premises may be within the scope of the permitted use or by any servant agent contractor or sub-tenant of the Lessee or any other person claiming through or under the Lessee; or
  - (d) Loss damage or injury from any cause whatsoever to property or person within or without the Demised Premises occasioned or contributed to by any act omission neglect breach or default of the Lessee or any servant agent contractor or sub-tenant of the Lessee or any person in or on the Demised Premises by lawful licence of the Lessee or any other person claiming through or under the Lessee.
- (29) Release  
To occupy and use and keep the Demised Premises at the risk in all things of the Lessee and the Lessee HEREBY RELEASES to the full extent permitted by law the Lessor and its servants agents and contractors from any and all claims demands and damages of every kind resulting from any accident damage or injury occurring therein except where deriving from any wilful and negligent act of the Lessor.
- (30) Not to Commit any offence  
Not to do or commit or cause permit or suffer to be done or committed on or about the Demised Premises any act matter or thing whatsoever which is or may in the opinion of the Lessor be or become an offence under any Act of the State of South Australia or the Commonwealth of Australia or regulation or by-law thereunder for the time being in force.
- (31) Security  
To keep all doors and other means of access to the Demised Premises securely fastened on all occasions when the Demised Premises are left unoccupied.

(32) Assignment and Sub-letting

Not to assign transfer demise sublet mortgage or otherwise part with possession of the Demised Premises or any part thereof or by any act or deed procure the Demised Premises or any part thereof to be assigned transferred sublet mortgaged or put into possession of any person or persons nor to vacate the Demised Premises nor permit the same to be vacated during the term hereof without the prior consent in writing of the Lessor which consent shall not be unreasonably withheld PROVIDED THAT the Lessor may require as a condition of its consent to any assignment or transfer of this lease or any sub-letting thereunder that prior to granting such consent:

- (a) The Lessee shall have fully paid up all rent and other moneys due hereunder and that there be at the time of granting such consent no existing want of repair or other breach or default by the Lessee hereunder; and
- (b) That the Lessee furnish the Lessor with written information and particulars which would satisfy a prudent landlord of commercial premises that the proposed assignee transferee or sub-lessee is a responsible creditworthy and financially sound person of good character with sufficient experience in the business which he proposes to carry on from the Demised Premises; and
- (c) The Lessee pays to the Lessor the reasonable costs and expenses incurred by the Lessor or estimated by the Lessor to be incurred by the Lessor and/or its architect in connection with inspection of the Demised Premises and any other reasonable costs and expenses incurred by the Lessor in satisfying itself of the matters aforesaid and of making its own enquiries as to the suitability of the proposed assignee transferee or sub-lessee; and
- (d) That notwithstanding the giving of any consent by the Lessor the Lessee continue to remain liable to observe and perform the terms covenants and conditions in this lease contained and on the part of the Lessee to be observed and performed and in the event that any personal guarantees shall have been given to the Lessor as security for the compliance by the Lessee with the terms and conditions hereof as aforesaid then such persons continue to remain liable thereunder and that the Lessee indemnify the Lessor in respect of any loss damage or injury it may suffer as a result of the failure of the proposed assignee transferee or sub-lessee to observe or comply with any of such terms covenants and conditions and further that the Lessee execute a deed or Agreement to that effect; and
- (e) That if the proposed assignee transferee or sub-lessee is a company then the Directors and/or Shareholders agree to

execute personal guarantees in a form prepared by the Lessor's solicitors as security to the Lessor for the performance by the company of its duties and obligations pursuant to this Lease; and

- (f) That the proposed assignee transferee or sub-lessee covenant separately and directly with the Lessor (without limiting or effecting the continuing liability of the Lessee and any personal guarantors as aforesaid) to duly and promptly observe and perform the terms covenants and conditions herein contained and on the part of the Lessee hereunder to be observed and performed; and
- (g) That the Lessee pay to the Lessor all of the Lessor's reasonable costs and expenses (including legal expenses together with any and all stamp duty and other government fees and charges) incurred in connection with granting its consent and the preparation execution and stamping of any document required to be executed by the Lessor pursuant to this sub-clause or otherwise required to be executed by the Lessor to effect such assignment transfer or sub-lease

PROVIDED FURTHER THAT for the purposes of this sub-clause any change in the principal shareholding altering the effective control of the Lessee (if a company) shall be deemed an assignment of this Lease.

(33) Reletting and Sale

To permit the Lessor during three months immediately preceding the end of the term hereof to affix and retain without interference upon any part of the Demised Premises a notice of re-letting and/or sale of the same and to permit all persons with authority of the Lessor or his agent at reasonable times of the day to view the Demised Premises.

(34) Costs

To pay forthwith on demand:

- (a) All stamp duty and all government fees for registration of this Lease; and
- (b) If this Lease is not a Retail Shop Lease all of the legal costs (determined on a solicitor and client basis) incurred by the Lessor in connection with the preparation of this Lease, negotiating, revising and engrossing this Lease (including all attendances on the Lessee and its legal and other advisers and all advices provided to the Lessor) and attending to the execution of this Lease; and
- (c) If this Lease is a Retail Shop Lease;
  - (i) one half of the legal costs incurred by the Lessor in connection with the preparation of this Lease and any attendances on the Lessee in respect of the preparation or execution of this Lease; and



- (ii) one half of the fees charged by a mortgagee for producing the certificate of title for the demised premises and for consenting to this Lease and any other costs charges and expenses incurred in the preparation of this Lease; and
- (d) all legal and other costs and expenses incurred by the Lessor in consequence of any actual or threatened breach or default on the part of the Lessee in performing or observing any covenant condition or agreement on the part of the Lessee herein contained or in exercising or enforcing (or attempting so to do) any rights or remedies of the Lessor hereunder or at law or otherwise arising in consequence of any actual or threatened beach or default of the Lessee hereunder; and
- (e) the reasonable legal costs and other expenses incurred by the Lessor in connection with any application by the Lessee for the consent of the Lessor to any transfer or assignment by the Lessee of this Lease or the Lessee's interest in it or to any sub letting by the Lessee, or to any mortgage charge or encumbrance of the interest of the Lessee under this Lease (whether consent is granted or lawfully refused).

3. LESSOR'S COVENANTS

The Lessor hereby expressly covenants and agrees with the Lessee during the term hereof:

- (1) Quiet Possession  
The Lessor hereby expressly covenants and agrees with the Lessee during the term hereof that the Lessee paying the rental at the times and in the manner aforesaid and observing and performing the terms covenants conditions agreements and restrictions herein contained and on the part of the Lessee to be observed and performed shall and may quietly and lawfully have hold and enjoy all the Demised Premises during the currency of this Lease but subject as aforesaid without interruption or disturbance from or by the Lessor or any person or persons lawfully claiming through or under the Lessor.
- (2) Building Insurance  
The Lessor shall effect and keep current at all times a policy of insurance insuring the Demised Premises or any part thereof for the full replacement value thereof and against loss or damage caused by fire earthquake lightening storm tempest and any other risks that the Lessor may deem prudent from time to time including cover for Architects' fees removal of debris and consequential loss.
- (3) Rates and Taxes
  - (a) The Lessor will ensure that the same are paid and

satisfied all existing and future rates taxes assessments and outgoings payable in respect of the Demised Premises which are not the responsibility of the Lessee hereunder.

- (b) If this Lease is a Retail Shop Lease then notwithstanding anything herein contained or implied to the contrary the Lessor will bear any land tax imposed levied or charged in respect of the Demised Premises and the Lessee shall have no liability to pay for or contribute to the same.

4. MUTUAL COVENANTS

It is hereby expressly covenanted agreed and declared by and between the Lessor and the Lessee as follows:

- (1) Re-entry (default)  
That if the rent hereby reserved or any part thereof shall be in arrears and unpaid for the space of seven (7) days next after any or either of the days hereinbefore appointed for payment thereof (whether demanded or not) or if the Lessee shall be in breach or default of any of the covenants conditions agreements and restrictions herein contained and on the part of the Lessee to be observed performed and kept or if the Lessee or other person in whom for the time being the term hereby created shall be vested shall being a corporation go into liquidation or be wound up or be dissolved or enter into a scheme of arrangement for creditors or any class thereof or be placed under official management or a receiver or manager or receiver and manager of any of its assets be appointed or an inspection to be carried out pursuant to the Corporations Law or execution be levied against any of its assets, or being a natural person shall become an insolvent under administration as defined in the Bankruptcy Act 1966 or shall become insolvent either on his own petition or on the petition of any one or more of his creditors or shall permit or suffer any warrant of execution to be levied against goods of the Lessee or permit any person or persons holding a Bill of Sale or other security over goods of the Lessee to repossess the same for non-payment of any sum or sums of money due thereon or for any other reason whatsoever then and in any or either of such cases it shall be lawful for the Lessor to re-enter into and upon the Demised Premises or any part thereof in the name of the whole and to have again repossess and enjoy the same as of the Lessor's former estate and upon such re-entry the term hereby granted and this tenancy shall cease and determine but without prejudice to any right of action or remedy of the Lessor in respect of any antecedent breach of any of the covenants by the Lessee herein contained or hereby implied.

(2) Repudiation and Damages

- (a) That each of the covenants by the Lessee specified hereunder are essential terms of this Lease:
- (i) The covenant to pay rent throughout the Lease term;
  - (ii) The covenant dealing with the payment of rates and taxes;
  - (iii) The covenant dealing with the use of the Demised Premises;
  - (iv) The covenant dealing with assignment and sub-letting.
- (b) That in respect of the Lessee's obligation to pay rent, the acceptance of the Lessor of arrears or of any late payment of rent shall not constitute a waiver of the essentiality of the Lessee's obligation to pay rent in respect of those arrears or of the late payments or in respect of the Lessee's continuing obligation to pay rent during the term hereof.
- (c) That the Lessee shall compensate the Lessor in respect of any breach of an essential term of this Lease and that the Lessor is entitled to recover damages from the Lessee in respect of such breaches. The Lessor's entitlement under this clause is in addition to any other remedy or entitlement to which the Lessor is entitled (including to terminate this Lease).
- (d) That in the event that the Lessee's conduct (whether acts or omissions) constitutes a repudiation of the lease (or of the Lessee's obligations under the lease) or constitutes a breach of any lease covenant, the Lessee shall compensate the Lessor for any loss or damage suffered by reason of the repudiation or breach.
- (e) That the Lessor shall be entitled to recover damages against the Lessee in respect of repudiation or breach of covenant for the damage suffered by the Lessor during the entire term of this Lease.
- (f) That the Lessor's entitlement to recover damages shall not be affected or limited by any of the following:
- (i) if the Lessee shall abandon or vacate the Demised Premises;
  - (ii) if the Lessor shall elect to re-enter or to terminate the Lease;
  - (iii) if the Lessor shall accept the Lessee's repudiation;

- (iv) if the parties' conduct shall constitute a surrender by operation of law.
  - (g) That the Lessor shall be entitled to institute legal proceedings claiming damages against the Lessee in respect of the entire Lease term, including the periods before and after the Lessee has vacated the Demised Premises and before and after the abandonment, termination, repudiation, acceptance of repudiation or surrender by operation of law referred to in clause 4.2.f.iv, whether the proceedings are instituted before or after such conduct.
  - (h) That in the event of the Lessee vacating the Demised Premises, whether with or without the Lessor's consent, the Lessor shall be obliged to take reasonable steps to mitigate its damages and to endeavour to lease the Demised Premises at a reasonable rent and on reasonable terms. The Lessor's entitlement to damages shall be assessed on the basis that the Lessor should have observed the obligation to mitigate damages contained in this clause 4.2.h. The Lessor's conduct taken in pursuance of the duty to mitigate damages shall not by itself constitute acceptance of the Lessee's breach or repudiation or a surrender by operation of law.
- (3) Renewal  
That the Lessee not having been during the term of this lease nor at the time of exercising this option nor between the time of exercising this option and the expiry of the original term of this Lease in breach or default of any of the covenants conditions agreements and restrictions on the part of the Lessee to be observed and performed hereunder and upon giving to the Lessor notice in writing not more than six calendar (6) months and not less than three calendar (3) months prior to the expiration of the term hereby granted of the exercise of this option shall be granted a further Lease of the Demised Premises for the further term set out in Item 11 of the Schedule from the date of the expiration of the term hereby granted (hereinafter called "the renewed term") upon the same terms and conditions as are herein set forth with the exception however of this clause giving a right of renewal.
- (4) Review of Rent
- (a) Notwithstanding anything herein appearing to the contrary the annual rent hereby reserved shall be reviewed as at and from each of the dates specified in Item 10 of the Schedule (hereinafter each respectively called "the relevant review date") and

shall be calculated and determined (subject as hereinafter provided) by multiplying the annual rent payable immediately prior to the relevant review date by a fraction the numerator of which is the Consumer Price Index determined for the quarter ending immediately prior to the relevant review date and the denominator of which is the Consumer Price Index for the quarter ending immediately prior the date on which the annual rental was last due for review hereunder (and in the case of the first review of rental hereunder the date of commencement of the initial term hereof) which reviewed rent in respect of each relevant review date is hereinafter called "the Indexed Rent". In this sub-clause a reference to the Consumer Price Index shall mean the Consumer Price Index for Adelaide (all groups) published from time to time by the Commonwealth Bureau of Statistics.

- (b) The Indexed Rent shall be payable as from the relevant review date but in the event that the Indexed Rent may not be determinable until after the relevant review date then the Lessee shall continue to pay the annual rental payable immediately preceding the relevant review date and forthwith upon determination of the Indexed Rent any necessary adjustment shall be made for any underpayment of rent since the relevant review date.
- (c) In the event that the Consumer Price Index shall cease to be published (or the basis or method of calculating the Consumer Price Index is changed in any substantial way) then the Lessor shall at any time before or after the relevant review date advise the Lessee by notice in writing of what the Lessor considers to be the Current Market Rent for the Demised Premises as at and from the relevant review date (hereinafter called "the Lessor's Notice").
  - (i) In the event that the Lessee disputes that the amount nominated by the Lessor as aforesaid is the Current Market Rent for the Demised Premises then the Lessee shall advise the Lessor thereof by notice in writing given within fourteen (14) days of service of the Lessor's Notice. In relation to the giving of this notice by the Lessee time shall be of the essence.
  - (ii) In the event that the Lessee shall fail to give a notice as required under clause 4.4.3.1 then the Current Market Rent as

notified by the Lessor in the Lessor's Notice shall notwithstanding the foregoing be deemed to be the Indexed Rent as at and from the relevant review date.

- (iii) In the event that the Lessee shall serve a notice on the Lessor disputing the Lessor's assessment of Current Market Rent in accordance with the requirements of clause 4.4.3.1 then the Lessor shall within fourteen (14) days of the receipt of such notice request the President for the time being of the Australian Institute of Valuers and Land Economists Incorporated (South Australian Division) to nominate a qualified and practising valuer to determine the Current Market Rent of the Demised Premises as at and from the relevant review date. Such licensed valuer shall be deemed to act as an expert and not as an arbitrator. On receipt of such valuation the Lessor shall furnish the Lessee with a copy thereof.
  - (iv) The costs of the Valuer appointed under this clause shall be borne by the Lessor and the Lessee equally.
  - (v) In this clause a reference to the Current Market Rent shall mean the current annual market rental for the Demised Premises calculated on the basis of the highest and best use of the Demised Premises on standard commercial terms and conditions (assuming willing but not anxious parties) disregarding the value of any permanent improvements made by the Lessee and disregarding any practice that may prevail at the time or the availability of or previous grant of any rental rebates or discounts or rental holidays or other incentives of any kind (whether monetary or otherwise) for or in respect of comparable premises either within the general locality of the Demised Premises or outside that locality.
- (d) Notwithstanding anything herein contained or implied to the contrary the stipulations in this lease contained relating to the time method and manner of payment of rent set forth in Item 7 of the Schedule hereto shall (mutatis mutandis) apply to the annual rental

determined hereunder.

(5) Rent Review after exercise of right of renewal

In the event that the Lessee exercises the right of renewal of this Lease pursuant to clause 4(3) the annual rent shall be reviewed as at and from the commencement date of such renewed term (hereinafter called "the Review Date") whereupon the Lessor shall not less than one (1) month prior to the Review Date advise the Lessee by notice in writing of what the Lessor considers to be the Current Market Rent for the Demised Premises as at and from the relevant review date (hereinafter called "the Lessor's Notice").

- (i) In the event that the Lessee disputes that the amount nominated by the Lessor as aforesaid is the Current Market Rent for the Demised Premises then clause (4) (c) (i) (ii) (iii) (iv) and (v) apply.

(6) Destruction of Demised Premises

That if the whole or any part of the Demised Premises shall be destroyed or damaged by fire or otherwise howsoever during the said term or any extension or renewal thereof (and the insurance moneys in respect thereof shall not be rendered irrecoverable [whether in part or in whole] as a result of the act or omission of the Lessee or any of its servants agents invitees and/or contractors) so as to be unfit for use by the Lessee then this Lease and the term hereby granted shall at the option of the Lessor be terminated and at an end upon the Lessor giving to the Lessee notice in writing to that effect and thereupon the Lessee shall cease to have any claim for or right to recover any damage by reason of such termination but without prejudice to the rights of either party for any antecedent breach of covenant or if the Lessor shall not elect so to terminate this Lease a just proportion of the rent hereby reserved according to the nature and extent of the damage (if any) sustained by the Demised Premises shall cease and be suspended until the Demised Premises shall have been put in proper condition by the Lessor for use and occupation by the Lessee PROVIDED THAT if the proportion of the rent which is to be suspended cannot be mutually agreed between the Lessor and the Lessee the same shall be determined by a Licensed Valuer appointed for that purpose by the President for the time being of the Australian Institute of Valuers and Land Economists Incorporated (South Australian Division) which Valuer shall be deemed to act as an expert and not as an arbitrator and whose costs shall be borne by the Lessee AND PROVIDED FURTHER that if the Demised Premises be so destroyed or damaged and the Lessor shall not within one month from the date of destruction or damage notify the Lessee of the Lessor's intention to restore the Demised Premises and thereafter with all reasonable speed proceed to restore the same THEN the Lessee shall have the right to

terminate this Lease by notice in writing to the Lessor and the term hereby granted shall cease upon the giving of such notice without prejudice to the rights of either party for any antecedent breach of covenant.

(7) Resumption

That in the event that the Lessor shall receive notice of any proposed resumption or acquisition of the Demised Premises or the Building or any part thereof by any Government (whether Federal State or Local) public statutory or other competent authority the Lessor shall be at liberty at any time thereafter to determine this Lease on giving not less than three calendar months prior notice in writing to the Lessee and neither party shall have any right title claim or action against the other in respect thereof save as regards any antecedent breach.

(8) Services

That notwithstanding any implication or rule of law to the contrary the Lessor shall not in any circumstances be liable to the Lessee for any loss or damage suffered by the Lessee for any malfunction failure to function or interruption of or to the water gas electricity power telephone air conditioning fire prevention elevators lifts escalators and transportation services and systems contained in or appurtenant to the Demised Premises or for the blockage of any sewers wastes drains gutters downpipes or stormwater drains from any cause whatsoever.

(9) Default Interest

That without prejudice to the rights powers and remedies of the Lessor herein contained the Lessee will pay to the Lessor interest at the rate charged from time to time by the Lessor's bank on overdraft accounts of \$101,000 plus five per centum (5%) per annum on any moneys due hereunder on any account whatsoever but unpaid for a period of fourteen (14) days or more calculated and adjusted daily from the due date for payment thereof until the same shall have been repaid in full.

(10) Power of Attorney

That in the case of the happening of any event whereby the Lessor may become entitled to re-enter and take possession of the Demised Premises and to determine this Lease as aforesaid after necessary compliance with any relevant statutory provisions as to the exercise of rights of forfeiture (of which the statutory declaration of an officer of the Lessor shall be conclusive evidence for the purpose of the Registrar-General) the Lessee HEREBY IRREVOCABLY APPOINTS the Lessor the Attorney of the Lessee in the Lessee's name and as the Lessee's act and deed from time to time if and when such attorney shall think fit for the purpose of giving full effect to the power of re-entry to execute a surrender of this Lease and to procure the registration thereof and to record this Power of



Attorney and to procure to be done any act matter or thing which may be requisite or proper for giving full effect thereto according to The Real Property Act 1886 as amended or any law or usage for the time being in force in the State of South Australia AND all and whatsoever such attorney shall lawfully do or purport to do or cause to be done by virtue of the said appointment is by this Deed ratified and confirmed.

(11) Holding Over

That if with the consent of the Lessor the Lessee remains in occupation of the Demised Premises after the expiration or sooner determination of the term hereby granted or any extension thereof such occupation shall be considered and shall continue as a calendar monthly tenancy at a rental equivalent to one twelfth of the rent payable in the previous twelve months (or such higher rent as shall be agreed between the parties) and otherwise upon the terms and conditions hereof as are applicable to a monthly tenancy terminable however on one calendar months notice given at any time.

(12) Removal of Lessee's fittings and fixtures

That prior to the expiration or sooner determination of the term hereby granted the Lessee shall remove all fixtures fittings plant machinery and other materials and articles brought onto the Demised Premises by the Lessee which are in the nature of trade or Lessee's fittings (unless the Lessor shall have advised the Lessee by notice in writing that it does not require such removal) AND the Lessee shall not in so doing damage or deface the Demised Premises the Building or the said Land or any part thereof and shall forthwith make good any such damage PROVIDED THAT should the Lessee fail to remove such fixtures fittings plant and machinery as aforesaid (or within such further time as may be agreed in writing) the same shall (unless the provisions of Retail Shop Leases Act 1995 apply to this Lease in which case the same shall be dealt with in accordance with the requirements of the said Section) be deemed to have been abandoned and shall become the absolute property of the Lessor AND PROVIDED FURTHER that if the Lessee shall not remove such fixtures fittings plant machinery and other goods as aforesaid (or if having removed the same shall have failed to remedy any damage caused thereby) the Lessor may elect to remove the same and place them in storage with such person or persons as the Lessor may choose in its absolute discretion and may repair and make good any damage caused thereby or not remedied by the Lessee as aforesaid at the cost and expense in all things of the Lessee and such costs and expenses incurred paid or payable by the Lessor in relation thereto shall be deemed to be a debt due to the Lessor on demand.

- (13) Waiver  
That no waiver by the Lessor of one breach of any covenant obligation or provision herein contained or implied shall operate as a waiver of another breach of the same or any other covenants obligations or provisions herein contained or implied.
- (14) Notice  
That any notice required to be served hereunder shall be sufficiently served on the Lessee if left on the Demised Premises addressed to the Lessee or if addressed to the Lessee at the Demised Premises or the last known address of the Lessee and forwarded by prepaid post and if a notice is given by post it shall be deemed to be served at the time when in the ordinary course of post it would be delivered at the address to which it is sent.
- (15) Severance  
That any covenant or provision herein contained which is not applicable to the Demised Premises or which is repugnant to the general interpretation thereof or which is invalid unlawful void or unenforceable howsoever otherwise shall be capable of severance without affecting any other of the obligations of the parties pursuant hereto.
- (16) Entire Agreement  
The terms covenants agreements and restrictions herein contained comprise the whole of the agreement between the parties hereto and it is expressly agreed and declared by the parties hereto that no further or other terms covenants agreements or restrictions whatsoever exist between the parties with respect to the Demised Premises and the Lease hereby granted either expressly by separate document or to be implied herein by reason of any promise representation warranty or undertaking given or made by either party to the other on or prior to the execution hereof or any other reason whatsoever and the existence of any such implication or collateral or other agreement is hereby negated.
- (17) No Warranty  
The Lessee hereby specifically acknowledges and declares that no promise representation warranty assurance or undertaking has been given by the Lessor in respect of the suitability of the Demised Premises (whether structural or otherwise) for any purpose or business to be carried on therein nor in respect of the suitability of the fittings finishes facilities and amenities of the Demised Premises for any purpose or business.
- (18) Disclosure Statement  
That before this Lease was presented to the Lessee for execution the Lessee was given a disclosure statement in accordance with the requirements of Section 12 of the Retail and Commercial Leases Act 1995.

(19) Shared Facilities

The Lessee must share one of the toilets at the rear of the Demised Premises in the common area with the Lessee of shop 3 currently a Snack Bar. The Lessee will fully clean the said toilet at least once every week and supply all their own consumable items necessary to clean and use the said toilet. The Lessee agrees that in the event of any dispute amongst the Lessee and any other Lessee with regard to the shared facilities, the Lessor's decision is final.

(20) Bond

The Lessee must give the Lessor an amount equal to 28 days rent as a security Bond. The Lessor will lodge the Bond with the Commissioner of Consumer Affairs or manage the Bond as required under the Retail and Commercial Act 1995. When this Lease ends and the Lessee has complied with all of the Lessor's obligations under this Lease, the Landlord will agree to execute the Bond release form and forward to the Commissioner of Consumer Affairs or return any unused part of the Bond to the Lessee. When the rent payable under the Lease increases and at least two years have lapsed since the Bond was first paid by the Lessee, the Lessor may by written notice to the Lessee require the Lessee to increase the amount of the bond by a specified additional amount but not so that the total amount of the bond exceeds four weeks rent under the Lease at the time. A notice requiring an increase in the amount of the bond shall fix the date by which the additional amount must be paid and the date so fixed must be at least sixty days from when the notice is given.

(21) Car Parking

The Lessee acknowledges that there are \_\_ car parking spaces provided with this lease.



**CONSENTS OF MORTGAGEES AND SECTION 32 DEVELOPMENT ACT 1993 CERTIFICATION**

THIS LEASE DOES NOT CONTRAVENE SECTION 32 OF THE DEVELOPMENT ACT AS AMENDED

DATED 26th October 2012

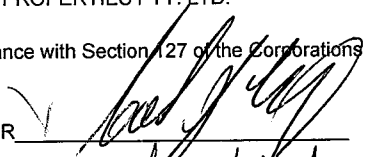
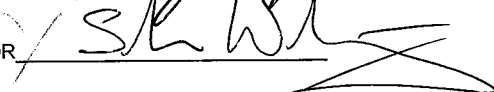
**EXECUTION**

EXECUTED BY

WHITING PROPERTIES PTY. LTD.

in accordance with Section 127 of the Corporations Act 2001

DIRECTOR

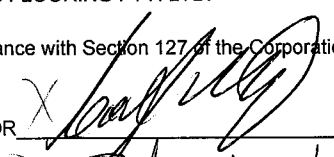
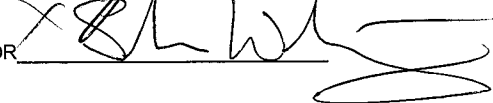
EXECUTED BY

WHITING FLOORING PTY. LTD.

in accordance with Section 127 of the Corporations Act 2001

DIRECTOR

DIRECTOR

LANDS TITLES REGISTRATION  
OFFICE  
SOUTH AUSTRALIA

**MEMORANDUM OF LEASE**

FORM APPROVED BY THE REGISTRAR-GENERAL

**BELOW THIS LINE FOR OFFICE & STAMP DUTY PURPOSES ONLY**

RevenueSA - Stamp Duty - ABN 19 040 349 865 ©

RevNetID/PRA Bundle No.: \_\_\_\_\_

Orig/Copy \_\_\_\_\_ of/with \_\_\_\_\_ copies

Consideration/Value/Security: \$ \_\_\_\_\_

SA Proportion (if applicable): \$ \_\_\_\_\_

SD: \$ \_\_\_\_\_ LTO Fees: \$ \_\_\_\_\_

Int: \$ \_\_\_\_\_ Pen/Add Tax: \$ \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

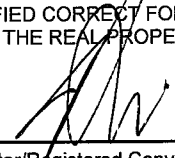
Revenue SA -- Stamp Duty  
ABN 19 040 349 865

Doc Code	EX
RevNetID	127562095
Consid/Val/Sec\$	0.00
SA Proportion \$	0.00
Stamp Duty \$	0.00
LTO Fees \$	0.00
Interest \$	0.00
Pen/Add Tax \$	0.00
Date	21/11/2012

Original with 2 Copies  
----- End of Receipt -----

Prefix
L
Series No.

**BELOW THIS LINE FOR AGENT USE ONLY**

CERTIFIED CORRECT FOR THE PURPOSES OF THE REAL PROPERTY ACT 1886   <hr/> Solicitor/Registered Conveyancer/Applicant JULIE SCHREIBER
---

AGENT CODE

Lodged by:

Correction to:

TITLES, CROWN LEASES, DECLARATIONS ETC. LODGED WITH INSTRUMENT (TO BE FILLED IN BY PERSON LODGING)

- 1
- 2
- 3
- 4

PLEASE ISSUE NEW CERTIFICATE(S) OF TITLE AS FOLLOWS

- 1
- 2
- 3
- 4

**DELIVERY INSTRUCTIONS** (Agent to complete)  
PLEASE DELIVER THE FOLLOWING ITEM(S) TO THE UNDERMENTIONED AGENT(S)

ITEM(S)	AGENT CODE

CORRECTION	PASSED
REGISTERED   REGISTRAR-GENERAL	

R-G 010107