

AGREEMENT TO LEASE

Retail and Commercial Leases Act 1995 Applies

BETWEEN: MAB61 NO. 2 PTY LTD ACN: 639 439 339

("the Lessor")

AND: JAER BOND PTY LTD ACN: 135 185 090

C/- 4 Gwender Terrace, Para Hills SA 5096

("the Lessee")

RECITALS

- A The Lessor is the registered proprietor of the whole of the land detailed in the Schedule ("the Land").
- B The Lessee HEREBY OFFERS to lease from the Lessor the Premises described in the Schedule on the following terms and conditions herein and in the Schedule including the terms and conditions set out in the memorandum of lease (the "Lease") provided to the Lessee prior to execution of this offer and attached to the Schedule herein below.

OPERATIVE

1 **PREMISES AND PERMITTED USE**

The Premises in the Schedule and/or as delineated on the plan annexed (if applicable).

It is the Lessee's obligation to ascertain from the local council prior to taking occupation of the Premises and at the Lessee's cost as to whether or not the proposed use is permitted by the local council and to obtain all such other authorities and approvals as necessary. The Lessee hereby indemnifies the Lessor in respect of any claim loss or damage suffered by the Lessor due to the Lessee's failure to observe and satisfy this obligation.

2 **TERMS AND RENEWALS**

Period of the initial term of the lease, the renewed term/s (if any) and the occupation date are set out in the Schedule.

3 **RENT AND RENT REVIEWS**

Rental payable as set out in the Schedule will be payable from the commencement and the first payment of rent will be payable monthly in advance successive calendar monthly.

4 **OUTGOINGS, UTILITIES AND INSURANCES**

The Lessee will be liable to pay outgoings as set out in the Disclosure Statement (if applicable) or detailed on the attached list and will be liable to pay all utilities in respect of the Premises including electricity operating costs and cleaning costs (as appropriate). The Lessee will take out and maintain public risk insurance for a minimum of \$20,000,000 (unless otherwise specified) and will also insure the plate glass in and around the Premises. Such policies will be in the joint names of the Lessor and the Lessee and certificates of currency are to be made available to the Lessor if so requested.

5 TENANCY WORKS AND ALTERATIONS

The tenancy works (if any) as agreed are set out in the Schedule and payable as detailed therein. All tenancy works, alterations or modification to the Premises including the fit out (if any) required by the Lessee will be at the Lessee's expense and subject to the Lessor's prior written approval unless otherwise agreed to in writing.

6 CAR PARKING

If provided then as set out in the Schedule.

7 LEGAL COSTS

7.1 If the *Retail and Commercial Leases Act 1995* ("the Act") as amended from time to time applies the Lessee will pay half (½) of all the Lessor's legal fees and disbursements incurred in respect of the preparation of the Lease including negotiations, attendances for stamping and registration of the lease, the cost of preparation of any necessary surveyor's plan to allow registration of the lease, mortgagee consent and production of title fees and associated and ancillary costs.

7.2 The Lessee will be liable for all stamp duty payable in respect of the Lease and any registration fees payable.

7.3 The Lessee will be liable for the preparation costs of any guarantee/s document together with stamp duty on any guarantee/s.

8 DEPOSIT & FIRST MONTH'S RENT IN ADVANCE

A deposit equal to one (1) month's rental is enclosed with this offer. If this offer is accepted by the Lessor, the deposit is to be applied towards the first month's rental. In the event that this offer is not accepted by the Lessor, the full amount of the deposit will be refunded to the Lessee. If through any default by the Lessee, the formal lease (or guarantee if any) is not executed as required by this agreement to lease then this deposit will be forfeited to the Lessor and such forfeiture will be without prejudice to any other rights and remedies that the Lessor may have against the Lessee in respect of such a default.

9 GUARANTOR/S

In consideration of the Lessor accepting the offer of the Lease at the request of the persons who have signed this offer as guarantors (hereinafter jointly and severally referred to as the "Guarantors") the Guarantors HEREBY GUARANTEE the payment by the Lessee of the rent and any other moneys payable by the Lessee pursuant to this Agreement and the observance and performance of all of the Lessee's obligations as specified in or implied by this Agreement AND FURTHER HEREBY INDEMNIFY the Lessor in respect of any failure by the Lessee to pay the aforesaid rent or moneys or to observe or perform any of the aforesaid obligations. The Guarantor will execute (within 14 days of presentation) such form of deed of guarantee and indemnity as may be prepared by the Lessor's solicitors to embody the terms of this guarantee and indemnity. In the event any of the Guarantors fail to execute a deed of Guarantee and Indemnify then this will be deemed to be a default by the Lessee and Guarantors under this Agreement but will in no way prejudice or effect the binding nature of this guarantee and indemnity. The guarantors are those as set out in the schedule and attested by their execution hereof and in consideration of the Lessor accepting this Agreement to Lease offer.

10 FORMAL LEASE

The Lessee hereby agrees to execute a lease to be prepared in the form provided being the standard lease or the lease form provided to the Lessee prior to execution of this Agreement and those terms will prevail (with the terms herein to prevail to the extent of any inconsistency but only where the term is expressly stated herein) within 7 days of delivery to the Lessee and in any event prior to the Lessee becoming entitled to occupation of the Premises. Failure to execute the Lease and any ancillary documents necessary for the lease or registration thereof will be a default under this Agreement and will not in any way prejudice the binding nature of this Agreement.

11 DEFAULT

Without limiting the Lessor's rights as against the Lessee or Guarantor/s, at law or in equity, in the event of a breach of the obligations of the Lessee and/or Guarantor/s pursuant to the terms of this Agreement the Lessee hereby agrees that the first month's rental payment will be forfeited to the Lessor after notice and/or demand to rectify same and that any legal costs and disbursements incurred by the Lessor pursuant to this Agreement or arising out of the breach of same by the Lessee or Guarantor/s will be payable by the Lessee. Further and without limitation as aforesaid all the costs of and incidental to procuring another tenant to lease the premises including all loss of rental and outgoings will be payable by the Lessee.

12 LEASE ACKNOWLEDGMENTS

The Lessee hereby acknowledges the following matters:

- 12.1 that prior to entering into this lease the Lessor or a person on behalf of the Lessor made available to the Lessee a copy of the proposed lease in compliance with the Act;
- 12.2 that prior to entering into this Agreement to Lease a Disclosure Statement was provided to the Lessee in compliance with the Act (if applicable).
- 12.3 that prior to the Lessee entering into this Agreement to Lease notice under the Act was served on and drawn to the attention of the Lessee which notice confirms that the Lessor does not warrant that the Premises will be structurally sound or appropriate for the type of business which the Lessee intends to conduct at the Premises.

13 LEASING FEE

In consideration of the Lessor's acceptance of this offer to lease the Lessor hereby agrees to pay to the Agent a fee for leasing the property. The fee will be in accordance with the fees recommended by the Real Estate Institute of South Australia or the Auctioneers & Appraisers Society (SA) Inc or as otherwise agreed in writing and shall be payable on or before the commencement date of the lease as specified herein. The Agent is hereby authorised by the Lessor to apply all or such part of the first month's rent in advance in payment of the leasing fee.

14 SIGNS AND CONDITION

The Lessor reserves all signage rights unless otherwise stated. The Lessee will also sign a condition report as delivered by the Agent or Lessor within 7 days of receipt prior to occupation.

15 DEED

The parties execute this Agreement as a deed.

16 SPECIAL CONDITIONS

Refer General Annexure Item 1

SCHEDULE

1 **The Premises**

Portion of the land Comprised in Certificate of Title Register Book Volume 5959 Folio 42 known as
Portion of
Unit 6 / 6 Stanbel Road, Salisbury Plain SA 5109 (Refer to attached plan, lessee are highlighted)

2 **The Area**

Approximately 295m2

Identify by approximate sq/m and/or plan if not whole of the land

3 **The First Term and Commencement Date**

1.11.2020 to 31.10.2023

Note: Under the Act (if the Act applies) a minimum 5 year term applies (based on the term and any options) unless a certificate by a lawyer is witnessed under the Act acknowledging a lesser term is delivered to the Lessor with the lease.

4 **The Renewal Options and dates and or periods of Extensions**

1.11.2023 to 31.10.2028

5 **The Rental**

\$21,000 per annum plus outgoings & GST

6 **The Rental Review Formula in any terms and on Extensions**

First Term

Annual Other _____

Market CPI Fixed nt increases on the 1st

Renewals

Market CPI Fixed nt increases on the 1st

Other _____

7 **The Permitted Use**

Laboratory & office/storage for building company

8 **Fit Out Works**

All changes to the premise must have lessor written approval prior to any works occurring

Identify the works to be undertaken and by which party

9 **Property as Inspected**

The Property was inspected and is accepted as is subject to any works detailed above.

No Yes

10 **Outgoings Payable**

Refer to the disclosure statement

as set out in the Disclosure Statement and in the proportion set out therein

11 **Air-conditioning**

The Lessee is to maintain and service the air-conditioning No Yes

12 **Car Parking**

Car parking as shown on plan

13 **Insurance**

Refer to the recitals of this agreement, disclosure statement and lease

14 **Cleaning**

At lessee cost when required

15 **Painting Provisions and Periods**

Refer to the lease

16 **Approvals**

At lessee cost if required

All approvals and necessary consents for the permitted use will be the responsibility of the Lessee in all respects whatsoever.

17 **Registration**

The Lessee DOES NOT require that the lease be registered on the title.

**(delete where applicable)*

18 **Costs**

The Lessee will pay one half (1/2) of the Lessor's legal costs and all disbursements and for any consents and bank charges and registration fees and duty in relation to the Lease preparation and negotiation

19 **GST**

GST will be additional to any agreed Rental amount herein stated and will be payable by the Lessee.

20 **Security Bond and Deposit for Agreement to Lease**

The Lessee will pay one month rent and bond upon signing of this agreement

21 **The Guarantor/s**

David Dennis of 4 Gwender Terrace, Para Hills SA 5096

Bond \$5,775

Important Notice

Retail and Commercial Leases Act 1995: Section 18

Retail and Commercial Leases Regulations 2010: Regulation 6

The Lessor does not warrant that the premises that you are about to lease will, for the duration of your lease be structurally suitable for the type of business that you intend to carry on.

EXECUTED as a Deed



LESSEE

14th OCTOBER 2020

DATE

** *where executed by a Corporation as the Lessor and or Lessee each execute pursuant to s127 of Corporations Act and if a sole director state so, if not sole director then by 2 directors or a director and secretary as required and a director warrants good authority to sign*

LESSOR

DATE

ACKNOWLEDGEMENTS

The Lessee acknowledges receipt of the following prior to execution

- Formal lease form
- Disclosure Statement
- Retail Leases Information Brochure
- Other Site Plan

PRIVACY ISSUES

The Agent may use personal information collected from this agreement to perform its obligations for the Lessor and Lessee and it is agreed the Agent may disclose this information for general purposes to legal advisers, settlement agents, conveyancers, financial institutions, insurers, valuers and the agents of banks and financiers who may provide finance or insurance, their agents, or any other persons and for all purposes for any valuation databases. The Agent will only disclose information to other parties as required to perform their duties under this agreement, for the purposes specified above or as otherwise allowed under the *Privacy Act 1988*. If you would like to access this information you can do so by contacting the Agent at the address and contact numbers in this agreement. You can correct any information if it is inaccurate, incomplete or out-of-date. Real estate and tax law requires some of this information to be collected.

GUARANTEE BY DIRECTORS

Directors

- 1.1 In consideration of the Lessor considering and accepting the Offer to Lease herein the directors of the company Lessee ("the Guarantors") execute this Deed and jointly and severally guarantee the terms herein and the subsequent lease performance by the company to the Lessor.

Guarantee

- 2.1 The Guarantors each unconditionally guarantee to the Lessor the punctual performance and observance by the company Lessee of all the covenants, terms, conditions and other provisions of the tender herein and the Lease and undertake to pay the moneys payable under this agreement and the Lease on demand.
- 2.2 The obligations of the Guarantors hereunder apply whether or not any of such obligations sound in damages only, or are liquidated, prospective, contingent (and whether or not any contingency has or has not occurred), presently accrued or due.
- 2.3 Notwithstanding any provision to the contrary this deed of guarantee will be construed so as to secure payment of any moneys or the performance of any obligations by the company under or in respect of this agreement and the Lease.

Indemnity

- 3.1 The Guarantors, as a separate and additional liability, jointly and severally indemnify the Lessor against any loss the Lessor suffers by reason of:
- (a) the Lessee failing to sign the Lease or being in breach of the Lease and this agreement; or
 - (b) the Lessee becoming bankrupt or insolvent.
- 3.2 This indemnity is not limited to or affected by the fact that the damages or moneys payable by the Lessee cannot be recovered from the Lessee for any reason.
- 3.3 This indemnity will apply notwithstanding that the Lessee's inability referred to in this clause arises out of any legal limitation, disability or incapacity of the Lessee.

Continuing Guarantee

- 4.1 This guarantee and indemnity is a continuing guarantee and indemnity and is not wholly or partially discharged (even if all of the moneys payable hereunder that are presently owing are paid) as long as any of the moneys guaranteed as payable or for damages payable are contingently owing or payable or may, in the Lessor's opinion, become owing or payable and whether any individual Guarantor is released or action is not taken against any particular Guarantor by the Lessor.

Director's Guarantees

(* all directors are to execute)

Executed as a deed by the director
accepting the terms of guarantee
in the presence of:

DAVID DENNIS
Name of Director


Signature of Director


Signature of Witness

Shyamala Kupppalikal
Name of Witness

14/10/2020
Dated

Executed as a deed by the director
accepting the terms of guarantee
in the presence of:

Name of Director

Signature of Director

Signature of Witness

Name of Witness

Dated



AGREEMENT TO LEASE

GENERAL ANNEXURE

General Annexure Item 1

1) Lessee works -

Lessor consents to the lessee at the lessee cost building a internal room inside the warehouse (approximately one Third of the warehouse). This room would be a timber frame structure bolted to the floor in a couple of places, with timber roof. Inside would be gyprock lined with vinyl flooring glued to cement sheet or direct lay to the floor with no glue. The lessee must keep the floor in good condition.

Lessor consents to the lessee at the lessee cost updating the kitchen bench sink in the warehouse providing the lessor approves the replacement prior to any installation.

At the conclusion of the lease the lessee at the lessee cost must reinstate the premise back to its original condition if the lessor so requires.

Lessor consents to the lessee at the lessee cost clearing the yard on the side of the warehouse to make it suitable for 2 car parking spaces. Any approves that may be required by the community group is at the lessee cost.

2) Electricity Charged -

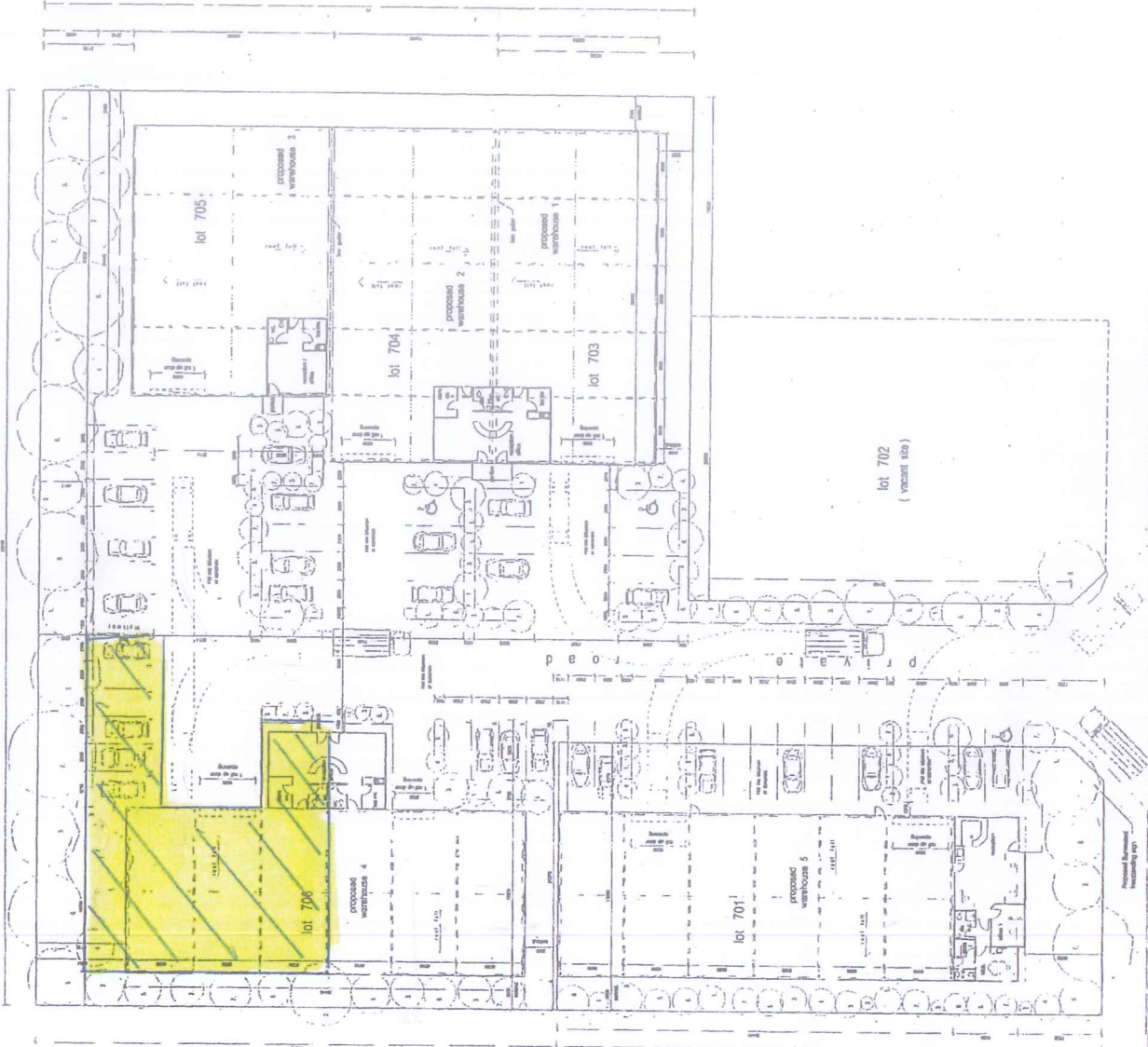
The lessor at the lessor cost will install a sub electricity meter prior to the commencement of the lease. The lessor will read the meter on a regular basis and charge the lessee at current market rate for only the electricity that they use. All electricity accounts charged to the lessee must be paid to the lessor within 14 days of receiving them.

19/21

DA 30/6/14/04

18-1-05
Gerry Des

425/12/03 pa - 1	LANDSCAPE LEGEND 1. WOODLAND PLANTING 2. HERBACEOUS PLANTING 3. CURVED PATHWAY 4. UTILITY STRIP 5. PROPOSED DRIVE / PAVED/PAVING AREA 6. PROPOSED DRIVE / PAVED/PAVING AREA 7. EXISTING DRIVE 8. EXISTING DRIVE	© copyright	zummo design 11111111111111111111 28 Cambridge Ave, Salisbury, New South Wales ph : 02 8588 8588 fax : 02 8588 8887 www : 02 8588 8588	DATE: 18/01/14 SCALE: 1:100	PROPOSED WAREHOUSE'S	client: G. NYBO & G. GALOTTA	at: Proposed lots 701 & 702 SALISBURY
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S T A N B E L L R D.