

COMMERCIAL LEASE AGREEMENT

**unit 6A 6-12 Stanbel Rd.,
Salisbury Plain SA 5109**

THIS AGREEMENT (hereinafter "Agreement") is dated 1st July 2021.

BETWEEN THE LANDLORD(S) (hereinafter "Landlord"):

MAB61 No. 2 Pty Ltd (ACN 639439339)

Of the Following address:

Unit 6A
6-12 Stanbel Rd.,
Salisbury Plain SA 5109

AND THE TENANT(S) (hereinafter "Tenant"):

Kitmark Australia Pty Ltd (CAN 141533600)

Of the following address:

Unit 6A
6-12 Stanbel Road
Salisbury Plains SA 5109

SCHEDULE

This Schedule is included for ease of reference only. If there is a conflict between this Schedule and another term of this Agreement, the latter shall prevail.

Landlord: MAB61 No. 2 Pty Ltd (ACN 639439339)

Landlord's Address:

Unit 6A
6-12 Stanbel Rd.,
Salisbury Plain SA 5109

Landlord's Email Address: mark@ayline.com.au

Landlord's Phone: 0488 488 150

Tenant: Kitmark Australia Pty Ltd (CAN 141533600)

Tenant's Address:

Unit 6A
6-12 Stanbel Road
Salisbury Plains SA 5109

Tenant's Email Address: enqiries@ayline.com.au

Tenant's Phone: 1300 132 069

Property:

Warehouse "A" only and including the Office area of this Warehouse.

At the following address:

unit 6A 6-12 Stanbel Rd.,
Salisbury Plain SA 5109

Legal Description of Property: Certificate of Title Volume 5959 Folio 42

Commencement Date of Lease: 1st July 2021

End Date of Initial Term: 30st June 2023

Initial Term: 24 months

Option to Renew Term: 2 options to renew for a further 2

Rent Amount: \$709 Australian dollars per week plus GST, plus utility expenses

Due Date for First Rent: 1st July 2021

Interest on Overdue Rent: 8

Security Deposit: \$0 Australian dollars plus GST

Permitted Use: Storage & Distribution

Insurance Minimum: \$5,000,000 Australian dollars

BACKGROUND

(A) The Landlord owns the Property.

(B) Subject to the terms of this Agreement, the Landlord wishes to rent the Property to the Tenant, and the Tenant wishes to rent the Property from the Landlord, on the terms of this Agreement.

OPERATIVE PROVISIONS

In consideration of the matters described above, and of the mutual benefits and obligations described in this Agreement, the receipt of which and the sufficiency of which are hereby acknowledged, the Landlord and the Tenant hereby agree as follows:

(1) DEFINITIONS

In this Agreement, the following definitions apply:

"Agreement" means this lease agreement

"Agreement Date" means 28th September 2020

"Commencement Date" means 28th September 2020

"End Date of Initial Term" means 26th September 2021

"GST" means Goods and Services Tax imposed on a supply of goods or services in Australia, pursuant to the *A New Tax System (Goods and Services Tax) Act 1999 (Commonwealth)* or any other applicable law

"Initial Term" means 12 months

"Insurance Minimum" means \$5,000,000 Australian dollars

"Landlord" means MAB61 No. 2 Pty Ltd (ACN 639439339)

"Lease" means this lease agreement

"Party" means any party under this Agreement

"Parties" means all parties under this Agreement

"Permitted Use" means Storage & Distribution

"Property" means:

Warehouse "A" only and not including the Office area of this Warehouse.

At the following address:

unit 6A 6-12 Stanbel Rd.,
Salisbury Plain SA 5109

As described by the following title reference:

Volume 5959 Folio 42

"Rent" means:

\$709 Australian dollars per week plus GST, Plus utility expenses.

"Security Deposit" means \$0 Australian dollars plus GST

"Tenant" means Kitmark Australia Pty Ltd (CAN 141533600)

"Term" means the Initial Term, and any renewals thereof.

"Termination Date" means the earlier of the date that this Agreement is terminated by the Landlord or the Tenant, or the date of expiry of this Agreement

(2) INTERPRETATION

In this Agreement, unless the context otherwise requires, the following rules of interpretation shall apply:

- (a) Words referring to one gender include every other gender.
- (b) Words referring to a singular number include the plural, and words referring to a plural include the singular.
- (c) Words referring to a person or persons includes companies, firms, corporations, organisations and vice versa.
- (d) Headings and titles are included in this Agreement for convenience only and shall not affect the interpretation of this Agreement.
- (e) Each Party must, at its own expense, take all reasonable steps and do all that is reasonably necessary to give full effect to this Agreement and the events contemplated by it.
- (f) Any obligation on a Party not to do something includes an obligation not to allow that thing to be done.

(3) SCHEDULE INCLUDED FOR EASE OF REFERENCE

The Schedule that is attached to this Agreement is included for ease of reference only. If there is a conflict between the Schedule and another term of this Agreement, the latter shall prevail.

(4) AGREEMENT TO RENT

(a) The Landlord agrees to rent the Property to the Tenant on the terms of this Agreement.

(b) The Tenant agrees to rent the Property from the Landlord on the terms of this Agreement.

(5) PROPERTY USE

(a) The Tenant agrees that the Tenant will only use the Property for the Permitted Use.

(b) The Tenant must not, and must ensure that any employees, agents, subcontractors, representatives, affiliates or invitees of the Tenant do not cause or allow to be caused any noise or nuisance which disturbs the reasonable comfort or convenience of the Landlord, other tenants or anybody else.

(c) The Tenant hereby acknowledges and agrees that the Landlord makes no warranties or representations as to the suitability of the Property for the Permitted Use.

(d) The Tenant will obtain, at the Tenant's expense, any relevant consents or permits from any relevant authorities in order to use the Property for the Permitted Use.

(6) TENANT'S COMPLIANCE WITH LAWS AND POLICIES

The Tenant must comply with, and must ensure that all of the Tenant's employees, subcontractors, agents or invitees comply with:

(a) the terms of this Agreement, and

(b) any other rules or policies which the Landlord may from time to time reasonably implement in relation to the Property and communicate to the Tenant; and

(c) any applicable laws, regulations, by-laws, any policies orders or directions of any court, government department or other relevant authority, and any policies, directions or requirements of any relevant insurer(s) which may affect or relate to the Property.

(7) POSSESSION OF PROPERTY

The Landlord hereby acknowledges and agrees that subject to the terms of this Agreement, and upon the Tenant's payment of Rent in accordance with this Agreement, the Tenant will be entitled to quiet enjoyment of the Property during the Term.

(8) LANDLORD'S ACCESS TO PROPERTY

(a) The Tenant hereby acknowledges and agrees that the Landlord (and/or an agent of the Landlord) is entitled to access the Property at any reasonable times upon providing 48 hours' notice to the Tenant in order to:

(I) conduct inspections; and

(II) conduct repairs on or to the Property; and

(III) show the Property to prospective purchasers, future tenants, lenders or other similar interested parties.

(b) The Tenant hereby acknowledges and agrees that the Landlord (and/or an agent of the Landlord) is entitled to access the Property at any time (with or without providing notice) in an emergency or in order to carry out urgent repairs.

(9) TERM

(a) The Term of this Agreement commences on the Commencement Date.

(b) The Term of this Agreement ends on the Termination Date.

(c) The Initial Term of this Agreement ends on 30th June 2023 however the Term may be renewed by the Tenant in accordance with the terms of this Agreement.

(10) HOLDING OVER

In the event that the Tenant continues to occupy or possess the Property after the Termination Date, such occupation or possession will continue on the terms of this Agreement except that it will be a month to month tenancy and may be terminated by either Party by giving one calendar month's notice to the other Party.

(11) RENT

(a) In consideration for the Landlord providing possession of the Property to the Tenant throughout the Term of this Lease, the Tenant will pay the Rent to the Landlord.

(b) Rent is payable in advance.

(c) The Tenant will make the first payment of rent on or before 1st July 2021 and will make subsequent payments of rent monthly thereafter.

(12) PAYMENT OF RENT

The Tenant must pay Rent by direct deposit into the following bank account (or such other bank account as is nominated in writing by the Landlord):

Mark Bates Super Account
BSB: 065175
Acct: 10395294

(13) INTEREST ON OVERDUE RENT

In the event that the Tenant does not make a payment of Rent on or before the date that it is required to be paid under this Agreement, then the Landlord may charge interest on such overdue Rent in the following amount: 8

(14) SECURITY DEPOSIT

(a) On or before the Commencement Date, the Tenant must provide to the Landlord (or the Landlord's agent) a Security Deposit of \$1,733.33 Australian dollars.

(b) The Security Deposit will be held in trust and may be used by the Landlord upon the termination or expiration of this Agreement to cover any of the Tenant's liabilities including but not limited to:

(I) reasonable cleaning and/or repairs to the Property upon the expiration or termination of this Agreement; and

(II) unpaid Rent, or other charges; and

(III) interest on unpaid Rent or other charges; and

(IV) key replacement; and

(V) removing abandoned property; and

(VI) in the case of a default by the Tenant; and

(VII) any other liabilities which the Landlord incurs arising out of or as a result of the Tenant's use of the Property.

(c) The Tenant hereby acknowledges and agrees that the Tenant will be liable to the Landlord at the termination or expiration of this Agreement for all damage to

the Property (fair wear and tear excepted).

(d) The Tenant hereby acknowledges and agrees that the Landlord may hold the Security Deposit in a non interest bearing account, and in such case, no interest will be due to the Tenant.

(e) The Tenant hereby acknowledges and agrees that the Landlord may hold the Security Deposit in an interest bearing account and in such case any interest earned may be used by the Landlord to cover any of the Tenant's liabilities under this Agreement, or if it is not used for such purpose then it may be returned to the Tenant together with any unused portion of the Security Deposit upon the termination or expiration of this Agreement.

(f) The Tenant may not use the Security Deposit to cover any Rent.

(g) In the case of a sale or assignment of this Agreement by the Landlord, the Security Deposit will be transferred to the new owner or assignee and the Landlord shall be released from liability to the Tenant for the return of the Security Deposit.

(15) PROPERTY CONDITION AT COMMENCEMENT

The Landlord must ensure that the Property is in a reasonable condition and ready to be used for the Permitted Use at the Commencement Date.

(16) UTILITIES AND OUTGOINGS

(a) The Landlord will promptly pay land tax, council rates, water rates, and sewerage rates in relation to the Property.

(b) The Tenant will promptly pay any charges for electricity, internet, telephone, water usage, gas, rubbish collection or other charges related to or arising out of the Tenant's use of the Property.

(17) INSURANCE

(a) The Landlord will obtain appropriate insurance in relation to the Property, which may include but is not limited to insurance against damage or destruction by fire, explosions, storm and tempest, water damage, riots, malicious damage and other usual risks, for the full cost of rebuilding and reinstating the Property.

(b) The Tenant hereby acknowledges and agrees that the Landlord is not liable in any way for any harm, damage or loss to the Tenant's personal property.

(c) The Tenant hereby acknowledges and agrees that the Tenant's personal property is not insured by the Landlord.

(d) The Tenant hereby acknowledges and agrees that if the Tenant has any concerns about harm, loss, or damage to any of the Tenant's personal property then the Tenant will have to organise the Tenant's own insurance for that personal property.

(e) The Tenant must not do anything or omit to do anything which may prejudice any insurance policy that benefits the Landlord or to cause such insurance policy to become void, voidable or otherwise invalid.

(f) The Tenant must not, without the prior written consent of the Landlord, do anything or omit to do anything which may cause an increase in the rate of any insurance premium payable by the Landlord in relation to the Property.

(g) In the event that the Tenant does (whether through act or omission) cause an increase in the rate of any insurance premium payable by the Landlord in relation to the Property, the Tenant must account to the Landlord for that insurance premium upon the Landlord's demand.

(h) The Tenant must obtain adequate insurance for any external glass and window frames, must ensure that the Landlord is recorded as an interested party on such insurance policy or policies and must, upon the Landlord's request, provide evidence to the Landlord's reasonable satisfaction of such insurance policy or policies.

(i) The Tenant must obtain adequate public liability insurance to insure against bodily injury, product liability (if applicable), property damage, contractual liability or any other relevant class of public liability and must, upon the Landlord's request, ensure that the Landlord is recorded as an interested party on such insurance policy or policies and provide evidence to the Landlord's reasonable satisfaction of such insurance policy or policies.

(j) The public liability insurance described under the preceding sub-clause hereof must provide insurance for the minimum amount of the Insurance Minimum.

(18) LOCKS

(a) The Landlord must provide locks (and any other relevant security devices) to ensure that the Property is adequately secure.

(b) The Tenant may not add, remove, or alter any lock (or other security device) without the express written consent of the Landlord or a court order.

(c) The Landlord must not add, remove, or alter any lock (or other security device) without the permission of the Tenant, or a court order.

(d) In the event that either party adds or alters any lock (or other security device), that party must ensure that the other party receives a copy of all relevant keys, opening devices, codes or other information that are required to open the lock or security device.

(19) SIGNAGE

The Tenant hereby acknowledges and agrees that within three calendar months of the Termination Date, the Landlord is permitted to erect on or at the Property, a reasonable sign or reasonable signs to advertise that the Property will be available for rent.

(20) TENANT'S CARE OF PROPERTY

The Tenant must take all reasonable steps to look after the Property, to keep the Property in the same condition as it is in at the Commencement Date (fair wear and tear permitted) and to keep the Property in a clean, neat and tidy condition. In particular, the Tenant must:

- (a) not keep any pets or other animals at the Property without the prior written consent of the Landlord; and
- (b) not make any alterations to the Property or additions to the Property without the prior written consent of the Landlord, which includes but is not limited to:
 - (I) putting nails, screws or picture hooks in any walls, frames or other parts of the Property, and
 - (II) painting, defacing or otherwise marking any parts of the Property, and
 - (III) installing any antennae, signs, electrical connections, telecommunications connections or other connections; and
- (c) ensure that rubbish, recycling, trade refuse or other waste matter is regularly removed from the Property, and prior to such removal is only allowed to be stored in such places and in such manners as are permitted by the Landlord; and
- (d) avoid putting anything down any toilet, sink or drain that may be likely to cause a blockage, obstruction or damage; and
- (e) not perform any other act or omission which could reasonably be expected to cause harm or damage to the Property; and
- (f) promptly notify the Landlord of any harm, loss or damage to the Property or any defect in the Property, whether or not caused by an act or omission of the Tenant.

(21) HAZARDOUS MATERIALS

The Tenant must not keep or have at the Property any article or thing of a dangerous, flammable, or explosive nature that might substantially and unreasonably increase the danger of fire or explosion on the Property, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of the Landlord is obtained and proof of adequate insurance protection is provided by the Tenant to the Landlord.

(22) INDEMNITY

(a) The Tenant hereby indemnifies and keeps indemnified the Landlord and any of the Landlord's employees, agents, subcontractors, representatives or affiliates (each hereinafter being referred to as an "Indemnified Party") against any and all loss, damage, claim, demand or liability whatsoever (whether criminal or civil) and any and all legal and other fees and costs incurred by the Landlord, including but not limited to:

- (I) damage to any or all of the Property; and
- (II) loss of any or all of the Property; and
- (III) a claim by any person for loss or damage to personal property; and
- (IV) a claim by any person for personal injury or death;

and whether resulting from:

- (I) the Tenant's use of the Property; or
- (II) anything provided under this Agreement; or
- (III) any transaction, contract, event or matter arising from or connected with the Tenant's use of the Property; or
- (IV) the relationship between the Landlord and the Tenant.

(b) The Tenant shall not be liable under the indemnity given under this clause where a court of competent jurisdiction, giving a final judgment, holds that any loss, damage or liability is the result of the gross negligence, wilful misconduct or bad faith of an Indemnified Party.

(c) This clause will survive the termination or expiration of this Agreement.

(23) TERMINATION

(a) Either Party may terminate this Agreement by providing one month's notice to the other Party, upon the expiry of the Term.

(b) In the event that the Tenant has continued to occupy or possess the Property after the Termination Date, either Party may terminate this Agreement by providing one month's notice to the other Party.

(c) The Landlord may re-enter the Property, (at which point the tenancy created by this Agreement shall cease absolutely), in the following circumstances:

(I) if the Tenant has failed to pay Rent for the following time period (regardless of whether or not the Landlord has made a formal demand for payment): 30

(II) if the Tenant has failed to fulfil any of the Tenant's obligations under this Agreement, and does not rectify such failure within 14 days of being notified by the Landlord in writing of such failure.

(III) if a petition in bankruptcy or other insolvency proceeding is filed against the Tenant and is not dismissed within thirty days of filing;

(IV) if the Tenant makes any assignment for the benefit of any creditor(s);

(V) if any proceeding is commenced by or against the Tenant for the dissolution or liquidation of the Tenant or for the appointment of a trustee, receiver or liquidator of the Tenant or of any property belonging to the Tenant for the benefit of any creditor(s):

(VI) if the Tenant vacates or abandons the Property.

(24) EVENTS AFTER TERMINATION

(a) Upon termination or expiry of this Agreement, the Tenant must, at the Tenant's cost and as required by the Landlord, remove any of the Tenant's personal property, fixtures, signs and any other items which have been added to or placed at the Property by the Tenant and must make good, to the Landlord's reasonable satisfaction, any damage or defacement to the Property that such removal causes.

(b) Upon termination or expiry of this Agreement, the Tenant must at the Tenant's cost, provide the Landlord with vacant possession of the Property and must hand over any keys and/or any other security items in relation to the Property.

(c) Upon termination or expiry of this Agreement, the Landlord may use such reasonable force as is necessary in order to access the Property, retake possession of the Property, and remove the Tenant and any of the Tenant's employees, agents, representatives, invitees, affiliates or personal property from the Property. The Tenant and all of the Tenant's employees, agents, representatives, invitees and affiliates hereby release the Landlord from any claims, demands or liabilities whatsoever in relation to any action which the Landlord takes in accordance with this clause.

(d) Upon termination or expiry of this Agreement, the Tenant must, at the Tenant's cost, ensure that the Property is in the same condition as it was in at the Commencement Date (fair wear and tear permitted).

(e) In the event that the Tenant continues to use or occupy the Property after the termination of this Agreement, the Landlord will be entitled to recover from the Tenant an amount equal to the rent that would have been payable for that period under this Agreement had the Agreement continued through that period, in addition to any other claim which the Landlord may make against the Tenant.

(f) In the event that the Landlord (or an agent of the Landlord) serves a notice to terminate this Agreement or to demand immediate possession of the Property, the demand or acceptance by the Landlord (or an agent of the Landlord) of any rent or any other money from or on behalf of the Tenant, will not create a new lease in relation to the Property and will not affect the validity of any notice.

(g) This clause will survive the termination or expiration of this Agreement.

(25) ABANDONED GOODS

In the event that the Tenant abandons the Property and leaves personal property, fixtures, signs or any other items (cumulatively, "Abandoned Goods") at the Property:

(a) the Landlord may consider such Abandoned Goods to be abandoned;
and

(b) the Landlord may dispose of the Abandoned Goods or may sell the Abandoned Goods without having any liability to the Tenant for doing so;
and

(c) in the event that the Landlord sells any or all of the Abandoned Goods, the Landlord will not have to account to the Tenant for the proceeds of any sale.

(26) COSTS OF PREPARATION OF AGREEMENT

The Tenant is responsible for the Tenant's own costs in relation to the preparation of this Agreement, together with the Landlord's costs of preparation of this Agreement and the Landlord's costs arising out of any amendments to this Agreement that the Tenant requests.

(27) COSTS OF REGISTRATION OF AGREEMENT

The Landlord is responsible for payment of any stamp duty and any registration fees payable in relation to this Agreement.

(28) CURRENCY

Any amounts of money described in this Agreement are in Australian dollars unless specifically stated otherwise.

(29) GOODS AND SERVICES TAX

Any amounts of money described in this Agreement are inclusive of GST unless specifically stated otherwise.

(30) FORCE MAJEURE

(a) In the event that circumstances arise which:

(I) are outside of the reasonable control of either Party; and

(II) mean that the Property cannot reasonably be used for the Permitted Use; and

(III) cannot reasonably be rectified within a reasonable timeframe;

then either Party may terminate this Agreement by providing seven days' notice to the other Party.

(31) NOTICES

(a) Any notice, demand, request or other correspondence in relation to this Agreement, which is required or permitted to be given in writing will be deemed validly given to the Landlord if delivered by facsimile to a facsimile number nominated by the Landlord, or delivered personally or by pre-paid post to the following address:

Unit 6A
6-12 Stanbel Rd.,
Salisbury Plain SA 5109

(b) Any notice, demand, request or other correspondence in relation to this Agreement, which is required or permitted to be given in writing will be deemed validly given to the Tenant if delivered by facsimile to a facsimile number nominated by the Tenant, or delivered personally or by pre-paid post to the following address:

Unit 1
6-12 Stanbel Road
Salisbury Plains SA 5109

(c) Any Party ("the Nominating Party") may nominate another address ("the New Address") by notifying the other Party in writing of the New Address. Any notice, demand, request or other correspondence in relation to this Agreement, which is required or permitted to be given in writing will, after nomination of the New Address, be deemed validly given if delivered to the Nominating Party at the New Address.

(d) Any notice delivered by pre-paid post in accordance with this clause will be deemed to have been served on the second business day after posting.

(32) WAIVER

(a) The waiver by either Party of any right or remedy in relation to a breach, default, delay or omission by the other Party of any provision or provisions of this Agreement will not be construed as a waiver of any subsequent breach of the same or other provisions of this Agreement.

(b) The failure or delay by either Party in exercising any right or remedy under this Agreement will not constitute a waiver of that right or remedy, nor will it prevent or impair that Party from subsequently exercising that right or remedy.

(c) Any rights or remedies provided in this Agreement are cumulative and are in addition to any rights or remedies provided by law.

(33) ASSIGNMENT

(a) The Tenant must not, whether voluntarily or by operation of law, assign, sub-let, delegate, or otherwise part with possession of the Property or any part thereof without the prior written consent of the Landlord.

(b) The Landlord may not unreasonably withhold any consent requested under the preceding sub-clause hereof.

(34) OPTIONS TO RENEW

(a) The Tenant will have 2 options to renew this Agreement, each for a further term of: 2

(b) Regarding each option to renew, provided that the Tenant has duly and punctually met the Tenant's obligations under this Agreement, including the punctual payment of Rent and any other payments required under this Agreement, then no more than six months and no less than three months prior to the expiration of the immediately preceding term, the Tenant may renew this Agreement by giving written notice to the Landlord (or an agent of the Landlord).

(c) After the Tenant has exercised 2 options to renew this Agreement, the Tenant will not be entitled to further renew this Agreement under the preceding sub-clause hereof.

(d) In the event that the Tenant validly exercises a renewal under this clause, then the Landlord will (at the Tenant's cost) grant to the Tenant a renewal of this Agreement for a further term of: 2

(e) Rent for each renewed term of this Agreement shall be at a current market rate as at the date of commencement of the renewed term, provided that the rate of rent for the renewed term is not less than the rate of rent for the term immediately preceding the renewed term.

(f) In the event that the Parties cannot reach agreement about a current market rate of rent for a renewed term, then either Party may request the President of the Law Society in the relevant state or territory to appoint a valuer to determine the market rate of rent, and such valuer's determination as to the market rate of rent shall be final and binding. The costs of any such valuation will be borne equally between the Landlord and the Tenant.

(35) ENTIRE AGREEMENT

(a) The Parties agree that in relation to the subject matter of this Agreement, this Agreement represents the entire agreement between the Parties. The Parties confirm that no warranties, representations, conditions or collateral agreements affect this Agreement or the subject matter of this Agreement except as otherwise provided in writing or as expressly provided in this Agreement.

(b) For the sake of clarity, the Parties agree that any subsequent written agreements entered between the Parties, may apply in addition to this Agreement.

(36) AMENDMENTS

Any amendments or modifications to this Agreement, and any additional obligations imposed on either Party in relation to this Agreement will not be binding on either Party unless in writing and signed by each Party (either personally or by an authorised representative).

(37) APPLICABLE LAW

This Agreement is subject to the laws of South Australia and each Party submits to the jurisdiction of the courts of South Australia.

(38) BINDING AGREEMENT

This Agreement is binding upon and for the benefit of the Parties and their respective successors and assigns.

(39) SEVERABILITY

If any clause or sub-clause of this Agreement is held to be invalid or unenforceable, it is to be read down or severed such that the remaining clauses and sub-clauses will be enforced to the maximum extent possible. In such

circumstances the remaining provisions of this Agreement shall continue in full force and effect.

(40) SURVIVAL OF OBLIGATIONS

At the termination or expiration of this Agreement, any provisions of this Agreement which would by their nature be expected to survive termination or expiration shall remain in full force and effect, including but not limited to any provisions which explicitly state that they will survive termination or expiration.

(41) HEADINGS

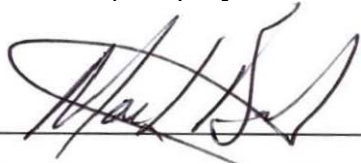
Headings are for convenience only and do not affect the interpretation of this Agreement. A reference to any part or clause is a reference to a part or clause in this Agreement.

(42) COUNTERPARTS

This Agreement may be signed by the Parties in any number of counterparts, each of which when executed and delivered shall be taken to be a duplicate original and all counterparts together shall be taken as constituting a single original document.

EXECUTED AS AN AGREEMENT THIS 1st July 2021

Executed by MAB61 No. 2 Pty Ltd in accordance with s127 of the Corporations Act 2001 (Cth) by:


A handwritten signature in black ink, appearing to read 'Mark Bates', is written over a horizontal line.

Signature of sole director/company secretary

Mark Bates

Name of sole director/company secretary

Executed by Kitmark Australia Pty Ltd in accordance with s127 of the Corporations Act 2001 (Cth) by:



Signature of director

Name of director please print)

Mark Bates



Signature of director/company secretary

Deanna Facchin

Name of director/secretary (please print)