

MEMORANDUM OF LEASE**CERTIFICATE(S) OF TITLE BEING LEASED**

The whole of the land comprised in Certificate of Title Register Book
Volume 5100 Folio 41

ESTATE AND INTEREST

Estate in Fee Simple

ENCUMBRANCES

NIL

LESSOR (Full Name and Address)

BERNARD ROSS DAVIES AND DIANNE MARGARET DAVIES AND SCOTT BERNARD DAVIES
of 192 Esplanade South Brighton SA 5048

LESSEE (Full Name, Address and Mode of Holding)

KIRKWOOD ENTERPRISES AUSTRALIA PTY LTD A C N 129 877 194
of 1198 South Road Clovelly Park SA 5042

TERM OF LEASE

COMMENCING ON THE 1ST DAY OF MARCH 2018

EXPIRING ON THE 29TH DAY OF FEBRUARY 2020

together with a right of renewal as contained in item 10 of the schedule of this Lease

RENT AND MANNER OF PAYMENT (OR OTHER CONSIDERATION)

The Lessee shall pay the Lessor an annual rent of TWENTY EIGHT THOUSAND, FOUR HUNDRED AND TWENTY EIGHT DOLLARS (\$28,428.00) plus GST by equal monthly payments in advance of \$2,369.00 each plus GST (and proportionately for any period of less than one month), subject to review at the times and in the manner set out in item 15 of the Schedule to this Lease. The first payment shall be made on the 1st day of March 2018 followed by a payment on the 1st day of each calendar month.

OPERATIVE CLAUSE

The Lessor LEASES TO THE LESSEE the land (a) ABOVE 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 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).

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

Not Applicable

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)

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1. DEFINITIONS

In this Lease unless the contrary intention appears the following definitions shall apply:

- 1.1 "Building" means all buildings erected upon the Land of which the premises form part together with all fixtures and fittings in the Building and also any extensions or alterations subsequently made to the Building.
- 1.2 "Clean" means the maintenance of the Premises in a thoroughly clean sanitary neat and tidy condition including but without limiting the generality thereof:
 - 1.2.1 the cleaning of the water closets washrooms and lavatories on the premises and ensuring that at all times there is a good and sufficient supply of paper towels and other toilet requisites therein;
 - 1.2.2 the maintenance of all drains sewers gutters downpipes plumbing water pipes gas pipes cisterns toilet basins and all fittings relating thereto in connection with the premises in a clean and sanitary condition and free and clear from any obstruction or blockage;
 - 1.2.3 the cleaning of the exterior and interior of all windows and glass doors;
 - 1.2.4 keeping the premises and the common area free from all accumulations of rubbish waste dirt litter and pests;
 - 1.2.5 removal of all waste and garbage from the premises.
- 1.3 "Commencement Date" means the date stipulated at Item 7 of the Schedule at which the term shall commence.
- 1.4 "Premises" shall mean that portion of the Land as described in Item 5 of the Schedule AND shall include all the Lessor's fixtures fittings plant equipment (including all air conditioning plant if any) and chattels installed or located therein or thereon and all the services thereto or therein and any alterations additions improvements or modifications made thereto from time to time.
- 1.5 "Disclosure Statement" shall mean a statement that contains the information including accompanying material as required by Section 12 of the Act.
- 1.6 "Encumbrances" shall mean the encumbrances liens and interests stipulated in Item 4 of the Schedule to which this Lease shall be subject to.
- 1.7 "Expiry Date" means the date stipulated in Item 8 of the Schedule at which the term shall expire (subject to the right to a further term if granted in Clause 14).
- 1.8 "The Land" means the Land described in Item 3 of the Schedule and where the context so requires and admits the Buildings and any and all other buildings permanent improvements structures and fixtures erected thereon from time to time.
- 1.9 "Permitted Use" means the use to which the Lessee shall put the Premises being the use described in Item 10 of the Schedule.
- 1.10 "Operating Costs" means (to the extent to which the same are not specifically payable from time to time by any Lessee or occupant of any part of the Building under the terms of its occupancy thereof or of a type or nature which is the responsibility of the Lessee under this Lease) the total cost of all outgoings costs and expenses of the Lessor (not of a capital nature unless the cost is attributable to the

use of the Premises by the Lessee) now or hereafter properly assessed charged or chargeable paid or payable or otherwise incurred upon or in respect of the Land the Building or any part thereof or upon the Lessor in relation thereto or in the conduct management security and maintenance of the Land and the Building including any car-park and other facilities pertaining thereto and in particular but without limiting the generality of the foregoing includes:

- 1.10.1 all amounts payable in respect of the Lessor's insurance incurred or payable
- (i) in insuring and keeping insured the Building and any and all other improvements fixtures fittings plant and equipment erected and located on the Land from time to time against loss or damage by fire storm tempest earthquake flood or such other risks as the Lessor deems necessary from time to time for the full insurable 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 months; and/or
- (ii) in effecting a Public Risk policy in respect to the Land or any part thereof.
- 1.10.2 all charges for or in respect of water gas oil electricity light power fuel telephone sewerage drainage garbage pest control caretaker costs garden and horticultural hiring and maintenance expenses and other services or requirements furnished or supplied to the Premises for the general benefit or purpose of the Premises;
- 1.10.3 all costs of repairs painting renovation and maintenance of the Building and all services fixtures fittings plant and equipment of the Building but except work of a structural nature;
- 1.10.4 all reasonable costs (inclusive of wages) of the management control administration and security of the Building and the Land including the provision of amenities and facilities in the Building or the Land the promotion of the use of the Building or the Land by the public and any caretaking services for the Building or the Land;
- 1.10.5 all costs including operating and running costs repairs replacement and maintenance of lighting lifts fire fighting equipment sprinklers smoke or thermal alarms pumps ventilating hot water service air conditioning heating or cooling or any other plant equipment or services in the Building or any part thereof or on the Land or any part thereof;
- 1.10.6 any moneys payable pursuant to any maintenance contracts including any comprehensive maintenance contracts taken out by the Lessor in relation to any services provided in the Building or any part thereof or on the Land or any part thereof;
- 1.10.7 all stamp duty financial institutions cheque and other Federal and State Government duties or levies on moneys or cheques received or paid by the Lessor in respect of the Building;
- 1.11 "Services" mean and include all electrical plumbing hot water system air conditioning gas telephone drain sewers and other like installations including all pipes wires conduits incorporated therein or pertinent thereto.
- 1.12 "Term" means the term stipulated in Item 6 of the Schedule.
- 1.13 "The Act" means the Retail and Commercial Leases Act 1995 and all amendments thereto and all regulations made thereunder.
- 1.14 "Lessee" shall mean the person or persons named and described in Item 2 of the Schedule and where the context so requires or admits the heirs executors administrators 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.

1.15 "Lessee's Contribution" shall be the proportion set out in Item 11 of the Schedule

1.16 "Lessor" shall mean the person or persons named and described in Item 1 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.

2. INTERPRETATION

2.1 Reference to Statute

Any reference in this Lease to any statute enactment code or regulation shall be deemed to include all amendments revisions and substitutions to that statute enactment code or regulation referred to herein or incorporating any of its provisions.

2.2 Singular/Plural

Words importing the singular embrace the plural and words importing one gender shall embrace the other gender and vice versa respectively.

2.3 Gender

Any reference to a person shall be deemed to include a corporate body and vice versa. References to the neuter gender shall include references to the male gender or the female gender and vice versa.

2.4 Headings

Headings are for convenience of reference only and shall not affect the construction or interpretation of this Lease.

2.5 Not Applicable or Nil

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 not apply to the term of this Lease

2.6 Terms

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

2.7 Severance

If any part of this Lease is or becomes void or unenforceable then that part shall be severed from this Lease to the extent that all parts that shall not become unenforceable shall remain in full force and effect and shall not become unaffected by any severance.

3. RENTAL

3.1 Covenant to Pay Rent

The Lessee shall pay to the Lessor (whether demanded or not) or as the Lessor may from time to time in writing otherwise direct free of all exchange and all deductions, set off or counterclaim:

- 3.1.1 the initial rental being the rate specified in item 9 of the Schedule; and
- 3.1.2 the increased annual rental becoming payable in accordance with Clause 14 and as stated in Item 15 of the Schedule.

3.2 Manner and Payment of Rent

The Lessee shall pay to the Lessor by way of Direct Bank Transfer the rent reserved by this Lease from time to time by equal monthly installments always in advance the first instalment of which shall be paid on or before the Commencement Date. The Lessor reserves its right to change the manner in which the payment is to be received.

3.3 Deleted

3.4 Rent Review – Market Review

- 3.4.1 The rent is reviewed on the basis of changes in market conditions as at the date and in the years specified in Items 14 and 15 of the Schedule hereto.
- 3.4.2 The landlord assesses what the rent would be on the basis of changes in market conditions.
- 3.4.3 The landlord will give the tenant a notice specifying the landlord's assessment of the market rent of the premises at the review date. The tenant has 14 days after the tenant receives the landlord's notice to notify the landlord whether the tenant accepts or rejects the landlord's assessment.
- 3.4.4 If the tenant accepts the landlord's assessment, or the tenant fails to notify the landlord within the 14 days, the new rent is set at the amount stated in the landlord's notice.
- 3.4.5 If the tenant rejects the landlord's assessment within 14 days and the landlord cannot resolve the matter within an additional 14 days, the market rent will be decided by valuation pursuant to the following rules:-
 - 3.4.5.1 The landlord will appoint a licensed valuer with at least 5 years experience in commercial rental valuations in the capital city of the place where the building is located to set the rent. If the landlord and the tenant cannot agree on a valuer, the President of the local Division of the Australia Property Institute (or a successor) will appoint one. The valuer will act as an expert, not as an arbitrator.
 - 3.4.5.2 The valuer must set the rent within 14 days after accepting the appointment. In doing so, he or she must give the landlord and the tenant an opportunity to make written submissions. A copy of any submission must be given to the other at the same time as to the valuer.
 - 3.4.5.3 The valuer must set the rent on the basis that the tenant is not in breach of the lease and that the premises are:-
 - 3.4.5.3.1 unoccupied and fit for immediate occupation;
 - 3.4.5.3.2 offered for lease for the most profitable use that can be put to;
 - 3.4.5.3.3 offered for lease on the terms of this lease in a free and open market for the balance of the period of this lease.

3.4.5.4 The valuer must take each of the following into account:-

- 3.4.5.4.1 the market rent of comparable premises in other comparable buildings;
- 3.4.5.4.2 the value of any goodwill attributable to the location, facilities, management or promotion of the building;
- 3.4.5.4.3 Any structural improvements the tenant is not entitled to remove at the end of the lease;
- 3.4.5.4.4 The period before the next review;
- 3.4.5.4.5 Any other valuation principles relevant to a market review.

3.4.5.5 The valuer must not take any of the following into account:-

- 3.4.5.5.1 any subletting or concessional arrangement in respect of the premises or comparable premises in other comparable buildings;
- 3.4.5.5.2 goodwill attributable to the tenant's business;
- 3.4.5.5.3 any of the tenant's equipment;
- 3.4.5.5.4 any fixtures or improvements the tenant is entitled to remove at the end of the lease;
- 3.4.5.5.5 any incentives of any type granted to the tenant or another tenant in respect of the premises or comparable premises in other comparable buildings.

3.4.6 The tenant and the landlord must each pay half of the valuer's fees and expenses.

3.5 Bank Guarantee

- 3.5.1 On the signing of this Lease the Lessee will deposit, by way of Bank Guarantee, with the Lessor the sum specified in Item 16.2 as security for the due and punctual observance and performance of the Lessee's obligations under this Lease.
- 3.5.2 If the Lessee fails duly and punctually to observe and perform its obligations under this Lease, then the Lessor may in its discretion at any time appropriate and apply so much of the deposit as it thinks necessary to compensate it for loss or damage sustained or suffered because of such breach by the Lessee. Any appropriation by the Lessor will not waive the Lessee's breach and will not prejudice any other right of the Lessor arising from such breach.
- 3.5.3 If the deposit or any part of it is appropriated by the Lessor, then within five (5) days after the date of any demand by the Lessor, the Lessee will reinstate the deposit by extending or renewing the Bank Guarantee for the amount appropriated.
- 3.5.4 At the expiration of the term of this Lease or any extension or holding-over period or on the earlier termination of this Lease, if the Lessee is not indebted or otherwise liable to the Lessor for non-observance or non-performance of the Lessee's obligations under this Lease, the Lessor will return to the Lessee the Bank Guarantee then held by the Lessor.
- 3.5.5 If the Lessor assigns or transfers its interest in the Premises, it may transfer to the assignee or transferee any Bank Guarantee then held by it and after doing so will be discharged from all liability to the Lessee or any other person with respect to the Bank Guarantee.

4. ADDITIONAL PAYMENTS

4.1 Rates and Taxes

4.1.1 The Lessee shall pay to the Lessor or to the issuer as and when the same fall due for payment all council rates and water and sewerage rates and charges including excess water consumption charges and any other rates taxes assessment fees or other charges (other than land tax) which are or may be during the term hereof charged levied or assessed against or imposed upon the Premises or the owner or occupier there PROVIDED THAT if the 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 contribution of such rates taxes assessments fees and/or charges levied or assessed as aforesaid in respect of the Land.

4.1.2 In the event that the Lessee occupies the 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 the same proportion as that period which the Lessee occupies the Premises bears to the full rating period.

4.2 Utilities

4.2.1 The Lessee shall pay all charges for gas electricity oil or other energy or fuels and excess water rates separately metered and consumed in or on the Premises and also all charges in respect of any telephone facsimile and other communication services connected to the Premises and all other charges and impositions imposed by any public utility or authority for the supply of any service whatsoever exclusively supplying the Premises.

4.2.2 Where there exists no separate meter for recording or measuring in respect of the Premises any of the services or substances referred to in this sub-clause the Lessee shall forthwith if so required by the Lessor arrange for the installation of the same in all things at the cost of the Lessee.

4.3 Interest on overdue Rent or other Moneys

If rent (or any part thereof) or other moneys payable by the Lessee under this Lease remain unpaid for fourteen (14) days after their due date then the Lessee shall pay to the Lessor interest on those moneys at the annual percentage rate of fifteen per centum (15 %) per annum calculated from the due date to the date of payment and the Lessor shall be entitled to recover those money and such interest as if the same were rent in arrears.

4.4 Insurance Premiums

To pay on or before the due date all premiums stamp duty levies and related charges in respect of all insurance policies required to be effected by the Lessee pursuant to Clause 5.

4.5 Goods and Services Tax (GST) - Lessee payments – If applicable

4.5.1 The Lessee must pay to the Lessor the amount of the GST on the supply in addition to the Rent or other consideration for the supply.

4.5.2 The Lessee must pay to the Lessor any amount of GST that the Lessee is required to pay under this Lease:

4.5.2.1 at the same time; and

4.5.2.2 in the same manner,

as the Lessee is required to pay the Rent or other consideration for the supply to which the GST relates.

4.5.3 The Lessor must issue a tax invoice in the format required by the law to the Lessee for the supply. The tax invoice must set out the amount of the GST payable by the Lessor. The tax

invoice must be issued on or before the 15th day of the calendar month before the month in which the payment for the Rent or other supply is due to the Lessee.

4.5.4 If the Lessor refunds to the Lessee any amount under this Lease the Lessor must also refund to the Lessee an amount in respect of any GST that the Lessee paid in respect of that amount. The Lessor must issue an adjustment note in the format required by the law to the Lessee.

4.5.5 If the Lessee is to pay a reimbursement or contribution to the Lessor in respect of the acquisition, the amount:

4.5.5.1 the Lessee is to reimburse the Lessor;

4.5.5.2 upon which the Lessee's contribution is based, is the value of the acquisition exclusive of GST. The amount of the reimbursement or contribution payable by the Lessee is increased by the amount of any GST on that reimbursement or contribution. This clause applies only if the Lessor acquires anything from another person and obtains an input tax credit for GST on that acquisition.

4.6 Cost of Lease

The Lessee shall pay on demand in addition to the Rent and other moneys reserve by this Lease and shall forthwith pay to the Lessor the following namely:

4.6.1 upon delivery of a copy of an account given to the Lessor in relation to preparatory costs as defined in Section 14(1) of the Retail and Commercial Leases Act 1995:

4.6.1.1 the actual costs of stamp duty payable on this Lease and government fees for registration of this Lease; and

4.6.1.2 one half of all other preparatory costs;

4.6.2 the reasonable costs incurred by the Lessor of and incidental to and assignment, extension, mortgage or charge, subletting, surrender or termination (otherwise than by effluxion of time) of the interest of the Lessee under the Lease; and

4.6.3 all costs charges and expenses for which the Lessor shall become liable in consequence of or in connection with any breach or default by the Lessee in the performance or observance of any of the terms covenants and conditions of this Lease.

4.7 Recovery of Lessor's Costs

Without limiting the generality of the foregoing professional charges workmen's wages the Lessor's costs and expenses and the amount paid by the Lessor by way of damages and penalties incurred by remedying or attempting to remedy any breach of the Lessee's covenants herein contained shall be deemed to be and it is hereby agreed that they shall be treated as additional rent falling due and payable on the date on which such costs expenses wages charges damages or penalties become due and owing attaching thereto the Lessor's rights and remedies under this Lease expressed or implied by law or statute for the recovery of rent.

5. INSURANCE RELEASE AND INDEMNITY

5.1 Lessee's obligation to Insure

Any insurance required to be effected by the Lessee pursuant to the terms hereof shall be effected in the name of the Lessee and which notes the respective rights and interest of the Lessor. The Lessee shall pay premiums on all insurances required to be effected by the Lessee pursuant to the terms

hereof and shall comply with all reasonable directions and demands made by the insurers so that the policies remain current in all things. All insurances required to be effected by the Lessee pursuant to the terms hereof shall be effected with a reputable insurer. The Lessor may at its option effect any insurance required to be effected by the Lessee in the Lessor's name at the cost in all things of the Lessee and in such case the Lessee shall forthwith upon demand being made therefore pay all such premiums to the Lessor.

5.2 Insurances Required

The Lessee shall forthwith insure and keep current:

- 5.2.1 policy of public risk insurance in respect of liability for loss injury or damage to any person or property whatsoever (including but without being limited to the person or property of the Lessor, the Lessee and their officers employees agents customers invitees and licensees) caused by or arising out of any act or omission by the Lessor, the Lessee and their officers employees agents customers invitees and licensees in or about or to or from or in relation to the Premises or the condition or state of repair thereof or the business carried on therein or therefrom for an amount not less than the amount specified in Item 12 of the Schedule;
- 5.2.2 a policy of insurance in such amount (not being less than the full replacement value thereof) and against such risks as the Lessor shall approve in respect of all glass windows doors and display show cases and other glass in or forming part of the Premises;
- 5.2.3 a policy of insurance in respect of the Lessee's fixtures fittings plant equipment and chattels in or on the Building the Land or the Premises and any additions or improvements to the Premises carried out by the Lessee for their full replacement value against loss or damage by fire lightning flood storm and tempest explosion and other usual and necessary risks against which a prudent commercial tenant can and does ordinarily insure and providing for complete reinstatement and including consequential loss provisions covering removal of debris business interruption and loss of profits.

5.3 Not to Void Insurance

The Lessee will not do or suffer or permit to be done in upon or about the Premises or any part thereof anything whereby or by reasons or on account whereof any policy or policies of insurance against loss or damage for the time being subsisting in respect of such premises or any part thereof may be or become void or voidable or whereby the rate of premium thereon may be increased and in the event of any increased premium or insurance claim being refused through any act or neglect of the Lessee the Lessee will repay on demand all sums paid by way of increased premium and make good the amount of any claim so refused or other expenses incurred by the Lessor rendered necessary by a breach of this clause.

5.4 No Flammable or Dangerous Substances

Without prejudice to the generality of Clause 5.3 the Lessee shall not store or use inflammable or dangerous substances upon the Premises (except as may be necessary for the ordinary conduct of the permitted use of the Premises). If inflammable or dangerous substances are stored or used in the ordinary conduct of the permitted use of the Premises then the Lessee shall notify the Lessor in writing of the maximum quantity and ensure that appropriate insurance policies cover these additional risks.

5.5 Workers Rehabilitation and Compensation Act 1986

Without limiting the generality of any other obligation or provision in this Lease the Lessee covenants that (if legally required) the Lessee is and shall during the term of this Lease remain registered in accordance with the Workers Rehabilitation and Compensation Act 1986.

5.6 Production of Policy and Certificates of Currency

Prior to taking possession of the Premises and at any other time required by the Lessor, the Lessee shall produce to the Lessor a copy of each policy of insurance required to be effected by the Lessee under this Clause 5 and shall on or within fourteen (14) days of annual renewal of each such policy of insurance produce to the Lessor a certificate of currency of each such policy for the following year.

5.7 Insurance Requirements and Fire Regulations

The Lessee shall at all times take such precautions against fire on and in respect of the Premises in accordance with all laws regulations rules or requirements of any Authority having jurisdiction in that behalf and with all requirements of the Lessor's insurer or any expert advisor appointed by the Lessor relating to sprinklers and thermal smoke or other fire detection and control systems in respect of the Premises (including any partitions or other improvements which may be erected by the Lessee) and shall pay to the Lessor the cost of any alterations or additions to the sprinkler system and the thermal smoke or other fire detection and control installations which may become necessary by reason of the non-compliance by the Lessee with any laws regulations rules or the requirements of any Authority or the Lessor's insurer or expert advisor as aforesaid.

5.8 Excesses

Upon any claim being made pursuant to any policy of insurance effected or required to be effected by the Lessee pursuant to this Lease the Lessee shall bear and pay all and any excesses payable under such policies.

5.9 Indemnity

In the absence of any negligence on the part of the Lessor its servants agents contractors or employees the Lessee shall indemnify and keep indemnified and forever hold harmless the Lessor from and against all and any actions claims demands losses damages costs and expenses for which the Lessor and/or Lessor shall or may be or become liable in respect of or arising from:

- 5.9.1 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 Premises by lawful license 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 Premises or any other portion of the Building and/or the Land.
- 5.9.2 Overflow or leakage of water (including rain water) in or from the Premises but having origin within the Premises caused by any act or omission on the part of the Lessee or any person in or on the Premises by lawful license of the Lessee or any other person claiming through or under the Lessee.
- 5.9.3 Any loss damage or injury from any cause whatsoever to property or persons caused by the use of the Premises by the Lessee notwithstanding that such use of the 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.
- 5.9.4 Any loss damage or injury from any cause whatsoever to property or person within or outside the Premises or within the Building or on the Land occasioned or contributed to by any act omission neglect breach or default of the Lessee or persons under the control of the Lessee or any other person claiming through or under the Lessee.

5.10 Release

The Lessee shall occupy and use and keep the 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/or their servants agents contractors or invitees.

5.11 Superior or Concurrent Interest

5.11.1 Permit any person having an interest in the Land superior or concurrent with the Lessor to exercise the Lessor's powers under this Lease and their lawful rights in relation to the Premises.

6. MAINTENANCE REPAIR AND CLEANING

6.1 Keep in Good Order and Condition

That the Lessee will at all times during the term hereby granted and any renewal or extension thereof at the costs and expense in all things of the Lessee well and substantially repair and maintain replace and keep in at least as good and substantial a state of repair and condition as the same are now in (damage by fire earthquake storm tempest and fair wear and tear white ants and dry rot excepted) the exterior and the interior of the Premises with the appurtenances and also all Lessor's fixtures and all services now or hereafter leading to or from the Premises or which are or may hereafter be in upon or about the Premises and will clear all drainage chokes attributable to the Lessee and will prior to the expiration or other sooner determination of the term hereby granted and any renewal or extension thereof reinstate all floors and walls where or from which or from any trade or Lessee's fixtures and fittings shall or may have been removed PROVIDED THAT the Lessee shall not be responsible for the re-wiring or for the re-laying of the wires and pipes respectively aforesaid if the same shall be required due to being either worn out or obsolete.

6.2 Keep Clean and Tidy

That the Lessee will at all times during the term hereby granted and any renewal or extension thereof keep the Premises clean and tidy and free from all accumulations of refuse and rubbish of every description at the Lessee's own cost and expense.

6.3 Lessor to Approve Cleaners

6.3.1 The Lessee shall cause the Premises to be cleaned regularly in a proper manner and kept free from dirt and rubbish; and

6.3.2 The Lessee shall not in any case employ in or about the Premises any cleaner except as may be approved by the Lessor.

6.4 Waste Materials

The Lessee shall ensure that all waste materials and garbage is placed daily in proper receptacles therefore and shall at its own cost arrange for the regular removal thereof from the Premises.

6.5 Pest Extermination

The Lessee will take all proper precautions to keep the Premises free of rodents and vermin and will if so required by the Lessor but at the cost of the Lessee employ from time to time or periodically pest exterminators for that purpose.

6.6 Notice of Defects

The Lessee shall 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 Premises or any services or fittings located or

installed in or about the Premises which may cause any danger risk or hazard to the Premises or any person therein.

6.7 Lessor's Access

That the Lessee will permit and it shall be lawful for the Lessor its attorney agent and surveyor to enter upon the Premises at all reasonable times during the term hereby granted and any renewal or extension thereof PROVIDED THAT written notice of the Lessor's intention to inspect shall have been given to the Lessee not less than three (3) days prior to the intended date of inspection (except that no notice of intention to inspect shall be necessary in the case of emergency or proven breach of covenants by the Lessee) to view the state of repair and the condition of the same and all defects and wants or reparation then and there found to give or leave on the Premises a notice in writing to the Lessee AND that the Lessee will at his own expense within the period of fourteen (14) days from giving or leaving of such notice or sooner if requisite repair and make good the same according to the covenant in that behalf hereinbefore contained and if the Lessee shall at any time or from time to time during the term hereof fail to comply with the requirements of the Lessor under such notice within the time stipulated therein the Lessor may or by its agents with or without workmen enter upon the Premises and carry out the work required and the cost of such work together with the attendant expenses including Clerk of Work's fees (if any) shall be recoverable from the Lessee in the same manner as if the same had been reserved as rental and had become in arrears or by action at law or other legal remedy.

6.8 Adjoining Premises

The Lessee will make good any damage caused to any part of adjoining premises by any action of the Lessee or his employees agents or contractors of persons claiming through or under the Lessee.

6.9 To Paint

Within three months prior to the expiration of the term of this Lease the Lessee at the expense to the Lessee shall carry out painting and other maintenance operations as may be reasonably required by the Lessor to the exterior and the interior painted surfaces of the premises paint (with at least two coats) such surfaces of the interior of the premises including ironwork woodwork and brickwork as were painted at the commencement of the term hereby granted and shall so paint in such colour or colours and of such quality paint and workmanship as specified by the Lessor and to the reasonable satisfaction of the Lessor.

6.10 Floor Coverings

Notwithstanding anything appearing in this clause, to maintain the floor coverings in the Premises in good condition at all times and to ensure that suitable removable plastic floor mats are placed under chairs fitted with castors and used at all times that such chairs are used in the Premises.

6.11 Air-conditioning

The Lessee will maintain and service the airconditioning systems on the premises.
To ensure regular maintenance is carried out by the Lessee, the Lessee will enter into a service and maintenance contract with an airconditioning service contractor approved by the Lessor. (See item 16 of the Schedule)

7. ALTERATIONS AND ADDITIONS

That the Lessee will not make or permit to be made any structural alterations to the Premises nor install or alter any partitioning work or other fixed installation in or on the Premises without the consent in writing of the Lessor being in each instance first had and obtained which consent shall not be unreasonably or

capriciously withheld 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 reasonably 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 partitioning work and installations save where the same are Lessor's fixtures and/or fittings shall remain the property of the Lessee who shall be responsible for all maintenance thereof and (in the case of any plant or equipment) for the repair and running costs thereof and such partitioning work and/or installations may and if so required by the Lessor shall be removed by the Lessee at or immediately prior to the expiration or sooner determination of the term hereby granted or any renewal or extension thereof but the Lessee shall upon such removal cause no damage to the Premises and shall forthwith thereafter make good reinstate and repair any damage or disfigurement caused thereby.

8. ASSIGNMENTS AND SUBLETTING

8.1 Consent Required

That the Lessee will not at any time during the term hereby granted and any renewal or extension thereof assign demise transfer sublet mortgage encumber or part with the possession of the Premises or any part thereof without the consent in writing of the Lessor being in each instance first had and obtained PROVIDED THAT the Lessor shall not be required to grant its consent to such dealing in respect of which the Lessor has refused its consent.

8.2 Procedure for obtaining Consent to Assignment

- 8.2.1 A request for the Lessor's consent to an assignment of this Lease must be made in writing and the Lessee must provide the Lessor with information the Lessor reasonably requires about the financial standing and business experience of the proposed assignee.
- 8.2.2 Before requesting the consent of the Lessor to a proposed assignment of the Lease, the Lessee must furnish the proposed assignee with a copy of any disclosure statement given to the Lessee in respect of the Lease together with details of any changes that have occurred in respect of the information contained in that disclosure statement since it was given to the Lessee (being changes of which the Lessee is aware or could reasonably be expected to be aware).
- 8.2.3 For the purpose of enabling the Lessee to comply with sub-clause 8.2.2 the Lessee is entitled to request the Lessor to provide the Lessee with a copy of the disclosure statement concerned and if the Lessor is unable or unwilling to comply with such a request within 14 days after it is made sub-clause 8.2.2 does not apply to the Lease.
- 8.2.4 The Lessor must deal expeditiously with a request for consent and is taken to have consented to the assignment if the Lessee has complied with sub-clauses 8.2.1 and 8.2.2 and the Lessor has not within 42 days after the request was made given notice in writing to the Lessee either consenting or withholding consent.

8.3 Conditions of Assignment

- 8.3.1 If the Lessor has consented to assignment by the Lessee of the Lessee's interest under this Lease in manner as hereinbefore provided then the Lessee shall only assign this Lease subject to the conditions that prior to any such assignment:
 - 8.3.1.1 the Lessee shall demonstrate to the reasonable satisfaction of the Lessor that the proposed assignee is responsible has adequate business experience and is of sound financial standing and intending to use the Premises for the permitted use;

- 8.3.1.2 all rental and other moneys payable by the Lessee to the Lessor up to the date of proposed assignment have been paid;
 - 8.3.1.3 there is not any existing unremedied breach of any of the terms of this Lease;
 - 8.3.1.4 the Lessee procures the execution by the proposed assignee of a transfer and/or an assignment of the Lease in a form approved by the Lessor;
 - 8.3.1.5 the Lessor's reasonable incidental expenses (as hereinafter defined) have been paid by the Lessee;
 - 8.3.1.6 when the proposed assignee is a company the Lessor may require the directors and/or controlling shareholders of such company to enter into a deed guaranteeing the performance by that company of the terms of this Lease such guarantee to be in a form acceptable to the Lessor and the Lessor's reasonable incidental expenses (as hereinafter defined) in the preparation and execution of such guarantee are paid by the Lessee;
 - 8.3.1.7 the Lessor's consent has been obtained by the Lessee.
- 8.3.2 For the purpose of Clause 8.3 an assignment of this Lease shall be deemed to have been effected in any of the following circumstances:
- 8.3.2.1 if the Lessee being a company or any one of the Lessees being a company has had a change in the beneficial ownership of its shares which change has the effect of altering the person or persons in effective control of the company;
 - 8.3.2.2 if the Lessee is a partnership any change in the constitution of the partnership except by the death of any partner.
- 8.4 Pay Expenses
- 8.4.1 In the event of the Lessee requesting the Lessor to give its consent under Clause 8.1 hereof the Lessee shall pay to the Lessor or its solicitors the Lessor's reasonable incidental expenses (as hereinafter defined).
 - 8.4.2 For the purpose of Clause 8 of this Lease the Lessor's reasonable incidental expenses means the reasonable costs and expenses of and incidental to any inspection of the Premises and enquiries concerning the proposed dealing or the persons concerned therein and of the perusal and preparation and stamping of the documents deemed necessary by the Lessor hereunder.
 - 8.4.3 That as a condition of its consent the Lessor may require the person to whom it is proposed to assign transfer or sublet the Premises to enter into a direct covenant with the Lessor to observe the terms and conditions of this Lease and/or to furnish such guarantee or guarantees of the performance of such person's obligations under this Lease as the Lessor may require.
 - 8.4.4 That consent by the Lessor in pursuant of the foregoing provisions or acceptance of rent by the Lessor from an assignee transferee or other person in possession of the Premises or any part thereof shall not be deemed to release the Lessee in any way from its covenants herein contained.
 - 8.4.5 Notwithstanding anything herein contained it is hereby expressly covenanted agreed and acknowledged by the Lessor and the Lessee that the Lessee has the right subject to the consent of the Lessor as aforesaid to transfer assign sublet or part with possession of the Premises AND that the Lessor shall not unreasonably withhold its consent to any transfer or assignment of this Lease or any subletting or parting with possession of the Premises pursuant to Clause 8

of this Lease or make any charge for giving such consent other than the Lessor's reasonable incidental expenses.

- 8.4.6 The parties hereby expressly covenant agree and acknowledge that any provision of this Lease relating to the assignment or subletting of the Premises is made subject to the provisions of Part 7 of the Act.

9. USE OF PREMISES

9.1 Permitted Use

- 9.1.1 That the Lessee will use the Premises only for the Permitted Use and that the Lessee shall not at any time during the term hereby granted and any renewal or extension thereof carry on or permit to be earned on in upon or about the Premises any noisy noisome noxious or offensive art trade business occupation or calling whatsoever or do or permit to be done in upon or about the Premises anything which in the reasonable opinion of the Lessor may be or be likely to become a nuisance grievance damage disturbance or annoyance to or in any way interfere with the quiet and comfort of the occupants of any other premises adjoining or in the vicinity of the Premises.
- 9.1.2 The Lessee will promptly obtain, keep current, comply with all consents approvals permits and licences from all relevant authorities necessary or incidental to the use of the Premises for the permitted use and the provisions of this Lease and provide copies to the Lessor as requested by them.

9.2 No Warranty to Lessor as to Suitability of Premises

- 9.2.1 The Lessee covenants that the Lessee has relied on its own judgment and expertise in deciding that the Premises are suitable for the Lessee's purposes.
- 9.2.2 Without limiting the generality of anything herein contained the Lessee acknowledges and agrees with the Lessor that prior to the execution of this Lease by the Lessee the Lessor gave notice to the Lessee pursuant to and in accordance with Section 18 of the Act and has specifically drawn such notice to the attention of the Lessee and consequently the Lessor does not warrant that the Premises are structurally suitable for the business or profession to be conducted therein by the Lessee.
- 9.2.3 The Lessor does not warrant that the Premises are free from electromagnetic interference. The Lessor shall not be liable for any damage injury or loss resulting in any way manner or form resulting from electromagnetic interference and the Lessee shall have no rights to terminate this Lease or seek any abatement of rent or other moneys payable by the Lessee on the grounds of electromagnetic interference in the Premises or the Building.
- 9.2.4 To the full extent permitted by law all warranties as to the suitability and as to the adequacy of the Premises for the Lessee implied by law are hereby negated.

9.3 Security

- 9.3.1 The Lessee shall use its best endeavors to protect and keep safe the Premises the Building and any property contained therein from theft or robbery and keep all door windows and other openings closed and securely locked when the Premises are not in use and pay the cost of any additional security measures in respect of the Premises reasonably deemed necessary by the Lessor or required by the Lessee.
- 9.3.2 The Lessor may (without being obliged to do so) enter upon the Premises to secure and lock the same if the Premises are left unsecured.

9.4 Compliance

9.4.1 The Lessee shall comply with and observe at the Lessee's own cost and expense all laws regulations rules by-laws and other requirements now or hereafter in force in relation to the Lessee's use of the Premises or any fittings fixtures plant or equipment installed by the Lessee therein whether or not any such laws or requirements are addressed to or required to be effected by the Lessor the Lessee or both or any other person AND shall provide at the Lessee's cost and expense all legally obligating facilities for the staff employed on the Premises by the Lessee and for the customers invitees servants and agents of the Lessee AND where any such laws regulations rules bylaws or requirements are notified to or served upon the Lessee the Lessee shall immediately provide a copy thereof to the Lessor PROVIDED THAT the Lessee before complying with any such laws regulations rules by-laws or requirements shall obtain the Lessor's prior written consent and otherwise observe the provisions herein and (without prejudice to any of the Lessor's other rights or remedies in respect of such non-compliance or non-observance) the Lessor may (without being obliged to do so) at the Lessee's cost and expense and otherwise in accordance with its rights hereunder elect to comply with and observe any such laws regulations rules by-laws or requirements or any part or parts thereof and may elect as aforesaid to have the balance performed and observed by the Lessee and PROVIDED FURTHER THAT the Lessee shall not be required pursuant to the provisions of this clause to effect structural alterations additions or repairs except those caused by or arising from the use of the Premises by the Lessee (notwithstanding that such use may be permitted under this Lease).

9.4.2 If the Lessee fails to comply with or observe any such laws regulations rules by-laws or requirements as the Lessor elects to have the Lessee perform and observe (as the case may be) or where the Lessor elects to observe any such laws regulations rules by-laws or requirements or any part or parts thereof (which the Lessee was otherwise responsible for performing) the Lessor may exercise and use any or all of the rights powers and privileges given hereunder for (inter alia) the purpose of complying with or observing each and every of any such laws regulations rules bylaws or requirements. All reasonable costs and expenses suffered or incurred by the Lessor in performing and observing any such laws regulations rules by-laws or requirements shall upon demand forthwith be paid by the Lessee to the Lessor as if such moneys were rent in arrears.

9.5 Lessee Not to Overload Electrical Services

The Lessee shall not install any electrical or electronic equipment in the Premises which may overload the electrical services to Premises or the Building.

9.6 Heavy Equipment

The Lessee shall not place or store or permit to be placed or stored any heavy equipment articles or materials on any of the floors of the Premises or of the Building without the Lessor's prior written consent which consent shall notwithstanding anything contained in this Lease only be given where the equipment articles or materials are reasonably necessary and proper for the conduct of the Lessee's business and are of such nature and size and operation as will not in the Lessor's reasonable opinion cause or be likely to cause any structural or other damage to the floors or walls or any other part of the Premises or of the Building.

9.7 Unsightly Objects

Without limiting any other provision of this Lease the Lessee shall not erect or construct any sign device furnishing fitting blind screen ornament object or thing which is visible from any street or from any other building or from any other part of the Building which in the opinion of the Lessor is incongruous or unsightly or may detract from the general appearance of the Building.

9.8 Use of Facilities

The Lessee will not use the lavatories sewers wastes grease traps or other supply apparatus of the Premises or of the Building for any purpose other than that for which they were constructed nor do or suffer to be done any act or thing that might choke or otherwise affect or damage the same.

9.9 Signs and Advertisements

The Lessee shall not without the prior approval in writing of the Lessor erect display affix or exhibit on in or to the Premises any sign advertisement name or notice and not to erect or place upon or within or without the Premises any radio or television aerial or antennae or any loudspeakers film screens or similar devices or equipment and not without the like consent of the Lessor to 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 Premises PROVIDED THAT the consent of the Lessor shall in neither case be unreasonably withheld and upon vacating the 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 Premises by or on behalf of the Lessee and to make good any damage or disfigurement caused by reason of such erection painting displaying affixing placing exhibiting or removal.

9.10 Prohibited Installations

Without affecting the generality of the preceding paragraphs hereof the Lessee shall not without the prior consent in writing of the Lessor to install any water gas or electrical fixtures equipment or appliances or any apparatus for illuminating air conditioning heating cooling or ventilating the 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 parts of the Premises.

10. DESTRUCTION OF PREMISES

10.1 Subject in all things to the provision of Section 40 of the Act if during the term hereby granted and any renewal or extension thereof the Premises shall be so destroyed or damaged by fire storm or tempest as to be unfit or partly unfit for occupation or use by the Lessee for the purpose for which the same are leased (other than by the willful or negligent act or omission of the Lessee or any employee or guests visitors customers or other persons under the control of the Lessee) the rental hereby reserved of a fair and just proportion thereof according to the damage sustained shall be suspended and cease to be payable so long as the Premises are unfit for occupation and use by reason of such destruction or damage PROVIDED THAT if the proportion of the rental 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 Administrators Inc. (South Australian division) or its successor which Valuer shall be deemed to act as an expert and not as an arbitrator and whose costs shall be borne by the Lessee.

10.2 If the Lessor:

10.2.1 notifies the Lessee in writing that the Lessor considers that the damage is such as to make its repair impracticable or undesirable the Lessor or the Lessee may terminate this Lease by giving not less than seven days notice in writing to the other and no compensation is payable in respect of that termination; or

10.2.2 fails to repair the damage within a reasonable time after the Lessee requests the Lessor in writing to do so the Lessee may terminate this Lease by giving not less than seven days notice in writing of termination to the Lessor.

AND the term hereby granted and any renewal or extension thereof shall cease upon the giving of such notice without prejudice to the rights of either party for any antecedent breach of covenant.

11. LESSOR'S COVENANT

That the Lessee paying the rental hereby reserved at the times and in manner hereinbefore appointed for payment thereof and observing and performing all and singular the covenants conditions provisions and restrictions on the Lessee's part herein contained or referred to:

11.1 Quiet Possession

Shall and may peaceably and quietly hold enjoy and possess the Premises during the term granted and any renewal or extension thereof without any interruption hindrance eviction or disturbance by or from the Lessor or by or from any person or persons or Company lawfully claiming by through under or in trust for the Lessor.

12. DEFAULT RE-ENTRY AND TERMINATION

12.1 Termination and Re-Entry on Default

If any one or more of the following events occur namely:

- 12.1.1 The rent hereby reserved or any part thereof is unpaid for seven (7) days after any of the days on which the same ought to have been paid in accordance with the provisions of this Lease (whether or not any formal or legal demand has been made therefore); or
- 12.1.2 The Lessee commits permits or suffers to occur any breach or default of the due and punctual observance or performance of any of the covenants obligations and provisions of this Lease on the Lessee's part to be observed or performed; or
- 12.1.3 The Lessee being a corporation either:
 - 12.1.3.1 an order is made or a resolution is effectively passed for the winding up of the Lessee (except for the purpose of re-construction or amalgamation with the Lessor's written consent which shall not be unreasonably withheld); or
 - 12.1.3.2 is placed under official management; or
- 12.1.4 The Lessee being a natural person either:
 - 12.1.4.1 is found guilty of any indictable offence; or
 - 12.1.4.2 becomes bankrupt or commits an act of bankruptcy or brings his estate within the operation of any law relating to bankrupts; or
- 12.1.5 The Lessee makes an assignment for the benefit of or enters into an arrangement or composition with its creditors or stops payment or is unable to pay its debts; or
- 12.1.6 Execution is levied against the Lessee and not discharged within fourteen (14) days; or
- 12.1.7 In respect of any Guarantor any event occurs which had it occurred to or in respect of the Lessee would have constituted an event described in Clauses 12.1.3, 12.1.4, 12.1.5 or 12.1.6 and alternative security satisfactory to the Lessor is not provided to the Lessor within fourteen (14) days of the Lessor first becoming aware of that event THEN notwithstanding that the Lessor may not have exercised any of its rights under this clause in respect of some previous

breach or default by the Lessee of a like nature the Lessor may (subject only to the provisions of Section 10 of Landlord and Tenant the Act 1936) forthwith or at any time thereafter re-enter into and upon the Premises or any part thereof in the name of the whole and have again and repossess and enjoy the same as of its former estate (anything herein contained to the contrary notwithstanding) and remove or otherwise deal with as provided in Clauses 12.3 and 12.4 all partitions fixtures fittings plant chattels and equipment found on the Premises AND thereupon the term hereby created shall absolutely determine but without prejudice to any action or other remedy which the Lessor has or might or otherwise could have for arrears of rent or breach of covenant or for damages as a result of any such event PROVIDED ALWAYS THAT in the case of a breach of any covenant or condition to which Section 10 of the Landlord and Tenant Act 1936 applies fourteen (14) days is hereby fixed as at the time referred to in such Section within which the Lessee is to remedy such breach if it is capable of remedy and to make reasonable compensation in money to the satisfaction of the Lessor for the breach.

12.2 Essential Terms

12.2.1 The Lessor and the Lessee agree (without precluding that any other provisions may be interpreted as being essential terms) that each of the covenants and provisions contained in the following clauses are essential terms of this Lease:

| | |
|-----------|--------------------------------------|
| Clause 3- | Rent |
| Clause 4- | Additional Payments by the Lessee |
| Clause 5- | Insurance Release and Indemnity |
| Clause 6- | Maintenance Repair and Cleaning |
| Clause 8- | Assignment and Subletting |
| Clause 9- | Use of the Premises |
| Clause 13 | - Expiry |
| Clause 16 | - Special Covenants and Conditions |
| Clause 20 | - Additional Covenants by the Lessee |

12.2.2 Payment of arrears or of any late payment of rent shall not constitute a waiver of the Lessee's obligation to pay rent in respect of those arrears or such late payment of rent or in respect of the Lessee's continuing obligation to pay rent during the term of this Lease.

12.2.3 The Lessee shall compensate the Lessor in respect of any breach of an essential term of this Lease and the Lessor may recover damages from the Lessee in respect of such breach. The Lessor's rights under this clause are in addition to any other right or remedy to which the Lessor is entitled (including the right to re-enter and determine the estate of the Lessee) and shall not be prejudiced by the exercise of the right of re-entry.

12.3 Damages for Repudiation or Breach by Lessee

12.3.1 In the event that the Lessee's conduct (whether by way of any act or omission) constitutes a repudiation of this Lease or constitutes a breach of any covenant in this Lease the Lessee shall compensate the Lessor for any loss or damage suffered by reason of the repudiation or breach.

12.3.2 The Lessor may 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.

12.3.3 The Lessor's right to recover damages against the Lessee shall not be affected or limited by any of the following:

12.3.3.1 if the Lessee shall abandon or vacate the Premises;

12.3.3.2 if the Lessor shall elect to re-enter or to determine the estate of the Lessee;

12.3.3.3 if the Lessor shall accept the Lessee's repudiation; or

12.3.3.4 if the parties' conduct shall constitute a surrender by operation of law.

12.3.4 The Lessor may institute legal proceedings claiming damages against the Lessee in respect of the entire term of this Lease including the periods before and after the Lessee has vacated the Premises and before and after the abandonment termination repudiation acceptance of repudiation or surrender by operation of law referred to in Clause 12.3.3 whether the proceedings are instituted either before or after such conduct.

12.3.5 Any steps taken by the Lessor to mitigate its damages shall not by itself constitute acceptance of the Lessee's breach or repudiation or a surrender of this Lease by operation of law.

12.4 Power of Attorney

If the Lessor becomes entitled to re-enter and take possession of the Premises and determine this Lease after necessary compliance with any relevant statutory provision as to the exercise of rights of forfeiture (of which the statutory declaration of any officer of the Lessor shall be conclusive evidence for the purpose of the Lands Titles Office) the Lessee hereby irrevocably appoints the Lessor to be the attorney of the Lessee 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 and to procure the registration of a surrender of this Lease and to record this power of attorney and procure to be done any act matter or thing which may be required to give full effect thereto according to the Real Property Act 1886 or to any other 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 ratified and confirmed by this Lease.

12.5 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.

13. EXPIRY

13.1 Lessee to Yield up Premises

At the expiration or sooner determination of the term of this Lease the Lessee shall peaceably surrender and yield up to the Lessor the Premises and every part thereof and all the Lessor's fixtures fittings plant and equipment therein in the condition and state of cleanliness repair and reinstatement required by the covenants on the Lessee's part to be observed and performed under this Lease.

13.2 Surrender of Keys

Upon the expiration or sooner determination of the term of this Lease the Lessee shall surrender to the Lessor all keys to the Premises and the Building or any part or parts thereof held by the Lessee or any persons under the control of the Lessee irrespective of whether or not the same have been supplied by the Lessor.

13.3 Re-letting

The Lessee shall permit the Lessor during three months immediately preceding the end of the term hereby granted or any renewal or extension thereof to affix and retain without interference upon any part of the 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 Premises.

13.4 Removal of Fixtures

The Lessee will prior to the expiration of the term of this Lease except as otherwise specified herein remove all partitions alterations additions or other articles in the nature of fittings installed or made by the Lessee and make good damage to the Premises caused by such removal and where the term of this Lease is determined prior to the expiration of the term the Lessee will effect such removal and making good damage within a reasonable time after such determination. If the Lessee has not completed such removal and making good on the expiration of the term of this Lease (or in the case of the determination of the term of this Lease within a reasonable time after such determination) then the Lessor may remove and store articles in the nature of fittings as the Lessee has failed to remove and the Lessee undertakes to repay on demand all costs and expenses incurred by the Lessor to effect such removal in which case the Lessor will by notice in writing given to the Lessee notify the Lessee that unless the Lessee has effected such removal within fourteen (14) days of the date on which such notice is given such partitions alterations additions or other articles in the nature of fittings as have not been removed by the Lessee will be forfeited to the Lessor and where the Lessee fails to comply with such notice such partitions alterations additions and other articles in the nature of fittings will at the expiration of such 14 day period become the absolute property of the Lessor.

13.5 Abandoned Goods

13.5.1 The Lessee will on or prior to the expiration of the term or within two (2) days of the date of any earlier determination of this Lease remove from the Premises all goods furniture chattels effects or other things which do not fall within the definition of the Premises herein and within that time make good any damage caused to the Premises by the removal;

13.5.2 The Lessor may remove from the Premises any goods that the Lessee has not removed as required by this Lease within two (2) days of the date of expiration of the term or earlier determination of the Lease and the Lessor:

13.5.2.1 may destroy or dispose of the goods if the goods are perishable food stuffs or if the value of the goods is less than the total estimated costs of the removal storage and sale of the goods; but

13.5.2.2 must store in a safe place and manner for a period of not less than sixty (60) days any goods not liable to destruction or disposal under paragraph (i) above;

13.5.3 The Lessee agrees that it will bear and pay on demand all costs and expenses incurred by the Lessor in removing destroying disposing of or storing the goods and in making good the Premises;

13.5.4 The Lessor must within seven (7) days after storing any goods take all necessary action to advise the Lessee of the storage including issuing any notices and placing any advertisements required by Section 76 of the Act. If the goods are not reclaimed within sixty (60) days after the day on which they were removed from the Premises and stored the Lessor will as soon as practicable after the expiration of that period cause the goods to be sold by public auction. The Lessor may retain out of the proceeds of sale the reasonable costs of removing storing and selling the goods and any amount owing by the Lessee under this Lease and any balance remaining will be dealt with according to law.

13.6 To Clean Upon Vacating

The Lessee shall upon vacating the Premises leave the same in a clean neat and tidy condition and in default of doing so the Lessor may engage professional cleaners to clean the whole of the interior of the premises and all of the Lessor's appliances furniture fixtures and fittings therein situate (if any) and all of the Lessor's plant and equipment (if any) and all or any other areas under the care and responsibility of the Lessee at the cost in all things of the Lessee if in the reasonable opinion of the Lessor the Lessee has failed to adequately clean the same.

14. REVIEW OF RENTAL

Notwithstanding anything herein appearing to the contrary the annual rental hereby reserved shall be reviewed at each Rent Review Date as set out in Item 14 of the Schedule whereon the annual rental to be paid to the next Rent Review Date shall be the figure stated in item 15 of the Schedule.

PROVIDED FURTHER THAT the stipulations relating to the time set and manner of payment of rent set forth in Item 9 of the Schedule shall (*mutatis mutandis*) apply to the annual rental so agreed or determined AND PROVIDED ALWAYS that the rent reviews pursuant to this Clause shall be carried out as at and from the date or respective dates (as the case may be) set out in Item 14 of the Schedule and rent instalments varied from such date or dates (as the case may be) and any adjustment necessary in respect of any underpayment of any instalment paid after any such date or dates at the rate previously applicable shall be paid by the Lessee to the Lessor forthwith.

15. SPECIAL COVENANTS AND CONDITIONS

The special covenants and conditions (if any) contained in Item 16 of the Schedule shall apply to this Lease and if to the extent that there is any inconsistency between the special covenants and conditions contained in Item 16 of the Schedule and the covenants and conditions contained in the rest of this Lease then the said special covenants and conditions shall to the extent of such inconsistency prevail.

16. GENERAL

16.1 Holding over

That if with the consent of the Lessor the Lessee shall continue in occupation or possession of the Premises or any part thereof after the expiration of the term hereby granted or any renewal or extension thereof with the consent expressed or implied of the Lessor then during such continued occupation or possession the occupancy or tenancy of the Lessee shall be a monthly tenancy upon the same terms and conditions as are herein contained terminable at any time on one (1) month's notice in writing from either the Lessee or the Lessor.

16.2 Easements etc

The Lessor will be entitled for the purpose of the provision of public or private access to and egress from the Land or support structures now or hereafter erected on or from adjoining lands or services (including water drainage gas and electricity supply and telephonic and electronic communication services) to grant easements or enter into any arrangement or agreement with any of the owners lessees, tenants or occupiers or others interested in any land adjacent or near to the Premises or the Land or with any public authority as the Lessor thinks fit and it may likewise for such aforesaid purposes dedicate land or transfer grant or create any easement privilege or other right in favour of any such adjoining or neighbouring land or any public authority over or affecting the Premises or the Land and this Lease will be deemed to be subject to any such agreement arrangement right easement or privilege. Notwithstanding the reservation contained in this Clause the Lessor in the exercise of the rights herein conferred will not dedicate land or transfer grant or create any easement privilege or other right to any other person which will substantially and permanently derogate from the enjoyment of rights conferred on the Lessee by this Lease.

16.3 Whole Agreement

This document embodies the entire understanding and the whole agreement between the parties hereto relative to the subject matter hereof and all previous negotiations representations warranties arrangements and statements (if any) whether expressed or implied with reference to the subject matter hereof or the intentions of either of the parties are merged herein and otherwise are hereby excluded and cancelled.

16.4 Reservations

The Lessor hereby reserves unto itself its servants licensees tenants and other persons in or about the Building or Land by lawful licence of the Lessor the free and uninterrupted passage of gas water and electricity through and along the pipes and wires and drains which now are and may at any time hereafter be on or under or passing through the Premises with power to the Lessor its servants agents and workmen and other persons authorised by the Lessor at all reasonable times to enter into and upon the Premises for the purpose of inspecting or installing preparing cleaning replacing or altering the said pipes wires and drains and also for the purpose of painting inspecting repairing and/or cleaning the exterior walls and the roof of the Premises as well as for any other purpose PROVIDED THAT in the exercise of any such rights and powers there shall be occasioned to the Lessee as little disturbance and damage as is practicable and that all such inspections and works shall be carried out without undue delay and that the Lessor shall restore and make good any damage to the fixtures and fittings of the Lessee and to the Premises thereby caused.

16.5 Notice

That any demand notice or requisition to be served made or given upon or to the Lessee by the Lessor herein shall be deemed to be duly served made or given if the same be served personally upon the Lessee or left upon some part of the Land or left at the last known or most usual place of abode of the Lessee in the said State or enclosed in an envelope addressed to the Lessee at his place of residence or business as first above set out and posted at the General or any Post office or pillar box in the said State AND such demand notice or requisition shall take effect and be deemed to have been duly served upon the day of the same being so served left or posted as aforesaid.

17. EXCLUSION OF WARRANTY OF FITNESS FOR PURPOSE

Retail and Commercial Leases Act 1995: Section 18 and Regulation 7:

- 17.1 prior to the execution of this Lease by the Lessee a notice under section 18 of the Retail and Commercial Leases Act 1995 and Regulation 7 of the Regulations to that Act was served upon the Lessee;
- 17.2 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 or will be free of electromagnetic interference.

18. ACKNOWLEDGEMENTS

The Lessee acknowledges that:

- 18.1 prior to the entering into the negotiations concerning this Lease and the execution of this Lease a copy of the proposed Lease was made available to the Lessee in compliance with Section 11 of the Retail and Commercial Leases Act 1995; and
- 18.2 prior to the Lessee's execution of this Lease a disclosure statement was provided to the Lessee in compliance with Section 12 of the Retail and Commercial Leases Act 1995.

19. OPERATING PROCEDURES AND BUILDING REGULATIONS

- 19.1 The Lessee acknowledges that smoking is prohibited in or about the Premises and shall take reasonable steps to prevent smoking in or about the Premises by persons under the Lessee's control.

- 19.2 No sign device fitting furnishing ornament or object which is visible from the street or from any other building which is in the opinion of the Lessor incongruous or unsightly or may detract from the general appearance of the Building shall be erected constructed or maintained by the Lessee in the Building.
- 19.3 No sign fascia placard bill advertisement or Notice or other notification shall be inscribed painted or affixed on any part of the outside of the Premises except with the consent in writing of the Lessor and then only of such colour size and style and containing such matter and in such places as shall be first approved of in writing by the Lessor.
- 19.4 Before any safe furniture office furniture or plant is moved in or out of the Building written approval of the Lessor or its agent shall be obtained by the Lessee and due Notice must be given to the Lessor or its agent by the Lessee and the moving of the same upon obtaining such approval must if required by the Lessor be done under the supervision of the Lessor or its agent at a time approved by the Lessor or its agent and at no other time.
- 19.5 The Lessor shall in no way be responsible to the Lessee or their employees agents clients invitees or customers for any loss of property from the Premises howsoever occurring or any damage done to the furniture or other effects of any lessee.
- 19.6 The Lessee shall advise the Lessor and its agents for the time being of the private address and telephone number of the Lessee or if the Lessee shall be a Company of the address thereof or if there shall be more than one Lessee of each of them. The Lessor and its agent shall be promptly informed of any change in such address or telephone number.
- 19.7 The Lessee shall at its own expense replace all electric light bulbs tubes and globes within the Premises which may become damaged broken or fail to light.
- 19.8 All doors and windows of the Premises shall be securely fastened on all occasions when the Premises are left unoccupied and the Lessor reserves the right for its agent employees servants and workmen to enter and fasten the same if not left securely fastened.
- 19.9 The Lessee shall take such steps as may be necessary to prevent excess infiltration of air into the Premises and leakages and shall not do any act or thing whereby the working of any air-conditioning in the Building shall be adversely affected where applicable.
- 19.10 Without affecting any obligation set out in the Lease the Lessee shall keep the Premises free of all garbage and refuse and the removal of such garbage and refuse from the Premises shall be made only by way of the garbage disposal area designated by the Lessor or its agent.
- 19.11 The Lessee will keep clean and free from dirt and rubbish any public footpath or access way as immediately adjoin the Premises.
- 19.12 No rubbish or waste shall at any time be burned upon the Premises or any part thereof.
- 19.13 The Lessor will provide keys for locks on doors or other openings of the Premises and the Lessee will return to the Lessor on the determination of the Lease all such keys whether the same have been supplied by the Lessor or otherwise acquired by the Lessee and shall not permit the same at any time to come into the possession of any person other than the Lessee. The Lessee shall not alter the combination of any locks of the Premises except with the written consent of the Lessor and upon any authorised alteration being made the Lessee shall at its own cost immediately give a copy of the key for any altered lock to the Lessor.
- 19.14 The Lessee shall not conduct or permit to be conducted on the Premises any auction bankruptcy or fire sale.

SCHEDULE

| | | |
|---------|-----------------------|---|
| Item 1 | Lessor | Bernard Ross Davies and Dianne Margaret Davies and Scott Bernard Davies all C/- 192 Esplanade South Brighton SA 5048 |
| Item 2 | Lessee | Kirkwood Enterprises Australia Pty Ltd A C N 129 877 194 of 1198 South Road Clovelly Park SA 5042 |
| Item 3 | The Land | Whole of the land comprised in Certificate of Title Register Book Volume 5100 Folio 41 |
| Item 4 | Encumbrances | NIL |
| Item 5 | Premises | Situated at 1198 South Road Clovelly Park SA 5042 |
| Item 6 | Term | Two (2) years |
| Item 7 | Commencement Date | 1 st day of March 2018 |
| Item 8 | Expiry Date | 29 th day of February 2020 |
| Item 9 | Rent | (Clause 3.1) The annual rent will commence at the sum of TWENTY EIGHT THOUSAND FOUR HUNDRED AND TWENTY EIGHT DOLLARS (\$28,428.00) (PLUS GST) per annum, payable in advance at the rate of TWO THOUSAND THREE HUNDRED AND SIXTY NINE DOLLARS (\$2,369.00) (PLUS GST) per month, the first such rent due and owing on the 1 st day of March 2018. Rent will increase pursuant to Item 15. |
| Item 10 | Use | Automotive Window Tinting and other uses associated with the Lessee's business. |
| Item 11 | Lessee's Contribution | 100% of the Lessee's Operating Costs and the Lessee has an obligation to pay all other outgoings as they are not covered within the rent paid: |
| Item 12 | Public Risk Insurance | TWENTY MILLION DOLLARS (\$20,000,000.00) As from the earlier of the lease commencement date or the date the lessee takes possession of the premises, the lessee shall effect all insurances required by this lease including but not limited to plate glass insurance, public risk insurance and insurance for lessee's fixtures and fittings. |
| Item 13 | Future Terms | Three options to renew the Lease for a further term of one (1) year. |
| Item 14 | Rent Review Dates | The Rent Review Dates specified in any renewal of this Lease as stated in Item 9 and Item 15 of the Schedule. |
| Item 15 | Rental Increase | The annual rent shall increase:- No Increase in Rental for the First term of the Lease |

- Item 16 Special Conditions
1. The Lessee will provide a Bank Guarantee in an amount equivalent to THREE (3) CALANDAR MONTHS commencing accommodation rental. The Bank Guarantee shall endure throughout the Lessee's occupation of the Premises.
 2. The Lessor and the Lessee acknowledge and agree that if GST applies to any supply made under or in connection with this Lease by the Lessor, the Lessee shall pay to or reimburse the Lessor any additional amount with respect to GST incurred and payable by the Lessor for such supply.

Item 17 Air-Conditioning

Approved contractor to provide service and maintenance is
John Bossy Commercial Airconditioning
5 Iris Street Melrose Park S 5039
Ph: 8177 0761

THIS DEED OF GUARANTEE AND INDEMNITY (hereinafter called "this guarantee") is made by the party or parties whose name and description is set forth in Item 1 of the Schedule hereto (hereinafter referred to as "the Guarantor") WHEREAS moneys are now owing to or that it is anticipated that moneys will from time to time become owing to the Lessor whose name and description is set forth in Item 2 of the Schedule hereto (hereinafter referred to as "the Lessor") by the other party named and described in Item 3 of the Schedule hereto (hereinafter called "the Lessee")

AND WHEREAS the Lessor and the Lessee have entered into the Lease attached hereto (hereinafter called "the Lease")

NOW THIS DEED WITNESSES:

1. The Guarantor hereby
 - (a) guarantees firstly payment to the Lessor of any moneys now owing or which hereafter may become owing to the Lessor by the Lessee on any account whatsoever and secondly to guarantee the performance and observance of all the covenants terms and conditions and obligations of the Lessee contained in any Lease or any other agreements heretofore or hereafter entered into between the Lessor and the Lessee;
 - (b) indemnifies and hereby covenants and agrees to keep indemnified the Lessor against all loss or damage whatsoever which the Lessor may suffer by reason of any failure by the Lessee in relation to its obligations under the Lease or any agreements heretofore or hereafter entered into between the Lessor and the Lessee.
2. The obligations undertaken by the Guarantor by execution hereof shall be by way of guarantee to the Lessor and in addition thereto and without any way abrogating therefrom by way of an indemnity to the Lessor
3. The Lessor shall be at liberty to exercise their rights either by way of the Guarantee or by way of the indemnity at their discretion or concurrently provided that they shall not recover more than the whole amount owing hereunder. If the Lessor is unsuccessful in enforcing their rights under the Guarantee contained herein they shall not thereby be precluded from proceeding to enforce their rights under the indemnity contained herein.
4. Before the Lessor shall be entitled to obtain payment under the Guarantee hereby given by the Guarantor they shall cause a demand for payment to be given to the Guarantor in the manner hereinafter provided. All moneys payable under the Guarantee hereby given shall become payable forthwith upon demand being served on the Guarantor.
5. It shall not be necessary for the demand referred to in the preceding paragraph to specify anything other than that default has been made by the Lessee.
6. The Lessor shall be entitled to enforce their rights by way of indemnity hereunder without giving any notice to the Guarantor.

7. Where the Lessor shall consist of more than one person or other legal entity or where there shall be more than one Guarantor under this and any other Guarantee and/or indemnity,
- (a) their obligations shall be joint and several, (b) none of them shall have their obligation hereunder discharged by reason only of,
 - (i) it being discovered that any Guarantee is invalid or unenforceable as far as any other guarantor or guarantors is concerned,
 - (ii) the liability of any of them hereunder ceasing for any cause whatever including release or discharge by the Lessor or otherwise,
 - (iii) the death of any of them,
 - (iv) in the case of a corporation or corporations the winding up of any of them or the amalgamation or absorption of any of them with or by any other corporation,
 - (v) the incompetence of any of them to perform their obligations hereunder,
 - (b) any notice or demand given to any one such Guarantor shall be deemed to be given to all of them,
 - (d) if they become entitled by law to be subrogated to the rights of the Lessor against the Lessee or to any security held by the Lessor from the Lessee, the Lessor shall be entitled to assign such rights or security to any one or more of the Guarantors, and such assignments shall be deemed to be to all such persons or entities in the proportions to which they are entitled to them.
 - (e) the Lessor may enforce their rights hereunder against any one or of such Guarantors in such manner order and at such time as the Lessor at their absolute discretion may think fit, and the Lessor shall not be obliged to take identical actions against such Guarantors.
8. The liability of the Guarantor hereunder shall not be abrogated prejudiced limited or affected by the granting of time credit or any indulgence or concession to or composition with or release of the Lessee or any other person whatsoever by the Lessor or by their compounding comprising or releasing discharging abandoning waiving varying relinquishing or renewing any security or right or by anything done by the Lessor in exercise of any of the limits powers authorities or discretions in any way vested in the Lessor or by any omission or neglect or by any other dealing matter or thing which but for this provision could or might or would operate to abrogate prejudice or affect the full legal effect hereof.

9. In the event of the bankruptcy or liquidation of the Lessee or of any Guarantor then no Guarantor will prove in such bankruptcy or liquidation in competition with the Lessor and each Guarantor hereby authorises the Lessor to prove for all moneys which any Guarantor has paid hereunder and to retain and to carry to a suspense account and appropriate at the discretion of the Lessor any amounts received until the Lessor shall with the aid thereof have been paid one hundred (100) cents in the dollar in respect of the indebtedness of the Lessee to the Lessor. Each guarantor hereby waives in favour of the Lessor all rights whatever against the Lessor and any other Guarantor and any other person estate and assets so far as necessary to give effect to anything contained herein.
10. The Guarantee given hereby shall be a continuing guarantee and shall remain in full force and effect until it is revoked in the manner hereinafter provided and all obligations of the Lessee to the Lessor then in existence have ceased. If at any time there shall be no money owing by the Lessee to the Lessor nor any obligation of the Lessee to the Lessor the Guarantor may revoke this Guarantee and upon the service upon the Lessor of such revocation this Guarantee shall cease to have effect with respect to any transaction thereafter entered into between the Lessor and the Guarantor.
11. The Guarantor shall not be entitled to be subrogated to any right or security which the Lessor has in relation to the Lessee until the whole of the obligations including contingent or future obligations of the Lessee to the Lessor shall have been satisfied.
12. This Guarantee shall be in addition to and not in substitution for any security which the Lessor holds for the due performance of the obligations of the Lessee and may be enforced without the Lessor first having recourse to such security and without taking any steps or proceedings against the Lessee and be fully effective notwithstanding that for any reason action cannot be taken or enforced against the Lessee.
13. Notwithstanding any liability under the security taken by the Lessor in respect of the obligations of the Guarantor hereunder or of the Lessee or of any other Guarantor under the agreement the Guarantor undertakes the liability to pay all moneys payable hereunder to the intent that such liability shall be in addition to any liability under the said securities and such liability shall not be merged with any other right of the Lessor.
14. The Liability of the Guarantor hereunder shall not be discharged in whole or in part by any payments if any such payment or any part thereof shall be subsequently set aside or avoided for any reason whatsoever.
15. For the purposes of this Guarantee any agreement entered into between the Lessor and the Lessee shall be deemed to be fully effectual as between the Lessor and the Lessee irrespective of whether it may in fact be of no effect by reason of the infancy or other incapacity of the Lessee to enter into the same or any other reason whatsoever.

16. Any notice of demand authorised or permitted to be given by the Guarantor under this Guarantee shall be in writing and may be signed by the person duly authorised by the Lessor and may be served by leaving the same at or posting the same in a pre-paid letter addressed to the Guarantor at the Guarantor's address stated in Item 1 of the Schedule hereto. Any such notice or demand posted as aforesaid shall be deemed to be served on the Guarantor on the day following the day of such postage and if left as aforesaid shall be deemed to have been served at the time of such leaving. In the case of there being more than one Guarantor a document served upon one only shall be deemed served on both or all.
17. All moneys payable to the Lessor hereunder shall be paid at the address of the Lessor set out in Item 2 of the Schedule hereto or at such other address in the said State as the Lessor may from time to time stipulate by notice in writing to the Guarantor.
18. Any promissory note negotiable instrument or bank order taken by the Lessor or any moneys secured hereby shall be regarded as collateral only and notwithstanding discounting or negotiations shall not be deemed payment until made nor shall the Lessor's rights and powers be affected by any such receipt. Payment by cheque shall be deemed not to have been made until such cheque is honoured.
19. A statement in writing made up from the books of the Lessor and signed by the person duly authorised by the Lessor of the amount due or owing by the Lessee or any guarantor at the date mentioned in such statement shall be prima facie evidence that such amount is due or owing by such Lessee or Guarantor and of all matters therein set forth.
20. Nothing done or omitted to be done by the Lessor shall operate as a waiver of the Lessor's rights except to the extent indicated by the Lessor in writing whether with respect to a continuing recurrent or subsequent breach by the Guarantor or otherwise.
21. This Guarantee and the obligations duties powers rights and privileges of the Guarantor and the Lessor created and given hereby are subject in all respects to the provisions of every Act of the Parliament of Australia or the said State in force in the said State at any time during the continuance of this Guarantee. In the event that any provision or provisions of this Guarantee shall remain in full force and the effect except only to the extent of such invalidity and this Guarantee shall be deemed to have been amended so as to comply in all respects with any such Act. In the further event that any right or privilege of the Lessor created hereunder shall at any time be exercisable only upon compliance with the provisions of such Act notwithstanding that the same shall be inconsistent with the provisions of this Guarantee which (except only to the extent of the inconsistency) shall remain in full force and effects in all respects.
22. The Guarantor hereby agrees to pay
 - (a) all costs of the preparation and execution of this Guarantee and all stamp duty of and incidental thereto and to the transaction evidenced thereby,
 - (b) all costs and expenses incurred in the enforcement or attempted enforcement of this Guarantee.
23. In this Guarantee unless the context shall otherwise require:

"Act" shall mean and include any Act Ordinance Regulation Order Proclamation or any other Statutory provision.

"Guarantor" shall mean and include the respective executors and administrators and permitted assigns of the Guarantor and where the Guarantor consists of more than one person of each such person where the Guarantor is or includes a Corporation the term "the Guarantor" shall include the successors assigns of any such Corporation.

Words importing the singular number or plural numbers shall include the plural numbers and singular number respectively.

Words importing the masculine gender shall include the feminine gender and shall also have application to bodies corporate of every nature.

24. (a) The Laws of the State of South Australia shall apply to this Guarantee.

(b) Any proceedings in respect of any cause of action arising hereunder shall at the option of the Lessor be instituted heard and determined in a Court of competent jurisdiction in the capital city of the said State and such Court shall possess territorial jurisdiction to hear and determine such proceedings.

25. This Guarantee is collateral to and secures payment of the same moneys as are payable under any agreement now or hereafter entered into between the Lessor and the Lessee.

The Guarantor acknowledges having received a copy of this Deed.

THE SCHEDULE

1 NAME AND DETAILS OF THE GUARANTOR

William Kirkwood of 20 Hambridge Road Davoren Park SA 5113
Paul Josef Kirkwood of 20 Hambridge Road Davoren Park SA 5113

2. NAME AND DETAILS OF THE LESSOR

Bernard Ross Davies and Dianne Margaret Davies and Scott Bernard Davies all of
C/- 192 Esplanade South Brighton SA 5048
As trustees of the Davies Super Fund

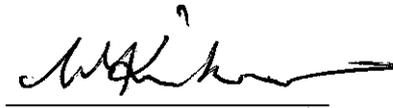
3. NAME AND DETAILS OF THE LESSEE

Kirkwood Enterprises Australia Pty. Ltd. ACN 128 877 194 As Trustee for the B & P J Kirkwood Trust
Of C/- 1198 South Road Clovelly Park SA 5048

DATED the day of 2018

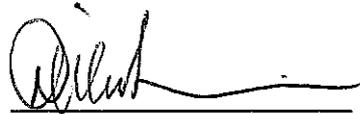
SIGNED SEALED AND DELIVERED

by the said



William Kirkwood

in the presence of :



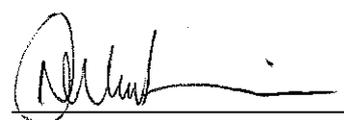
SIGNED SEALED AND DELIVERED

by the said



Paul Josef Kirkwood

in the presence of :



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CONSENTS OF MORTGAGEES AND SECTION 32 DEVELOPMENT ACT CERTIFICATION

This lease does not contravene Section 32 of the Development Act 1993

DATED THE DAY OF 2018

THE LESSOR DOES NOT WARRANT THAT THE PREMISES 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

EXECUTION

Bernard Ross Davies



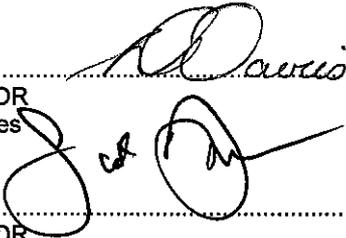
Signature of LESSOR

Dianne Margaret Davies

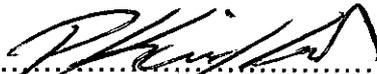
Signed in accordance with the Constitution of Kirkwood Enterprises Australia Pty Ltd and pursuant to Sect 127(1) of the Corporations Act

Signature of LESSOR

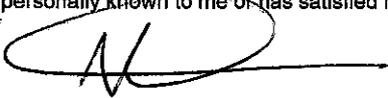
Scott Bernard Davies



Signature of LESSOR


Paul Josef Kirkwood Director
William Kirkwood Director

Signature of WITNESS - Signed in my presence by the LESSOR who is either personally known to me or has satisfied me as to his or her identity.*



Print Full Name of Witness

Bern Prohman

55b Hulbert St Above SA 5048

Address of Witness

Business Hours Telephone Number... 0414 600 342

*NB: A penalty of up to \$2000 or 6 months imprisonment applies for improper witnessing

LANDS TITLES REGISTRATION
OFFICE
SOUTH AUSTRALIA

MEMORANDUM OF LEASE

FORM APPROVED BY THE REGISTRAR-GENERAL

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

| |
|------------|
| Prefix |
| L |
| Series No. |
| |

BELOW THIS LINE FOR AGENT USE ONLY

| |
|---|
| <p>CERTIFIED CORRECT FOR THE PURPOSES OF THE REAL PROPERTY ACT 1886</p> <p>_____ Registered Conveyancer Cornelis Vermey (Ref: C7798)</p> |
|---|

AGENT CODE

Lodged by:

Correction to: ATZ1

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 |
|---------|------------|
| | |
| | |
| | |
| | |
| | |

| |
|---|
| RevenueSA – Stamp Duty – ABN 19 040 349 865 © |
| RevNetID/PRA Bundle No: _____ |
| Orig/Copy _____ of/ with _____ copies |
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