

LANDS TITLES REGISTRATION OFFICE
SOUTH AUSTRALIA
LEASE

FORM APPROVED BY THE REGISTRAR-GENERAL

PRIORITY NOTICE ID	
--------------------	--

**BELOW THIS LINE FOR OFFICE
PURPOSES ONLY**

SERIES NO	PREFIX
	L

AGENT CODE

LODGED BY:
SORICH LEGAL PTY LIMITED
GPO Box 1844
Adelaide SA 5001

SORLP

CORRECTION TO:
SORICH LEGAL PTY LIMITED
GPO Box 1844
Adelaide SA 5001

SORLP

SUPPORTING DOCUMENTATION LODGED WITH INSTRUMENT
(COPIES ONLY)

1.
2.
3.
4.
5.

RevenueSA – Stamp Duty – ABN 19 040 349 865
RevNetID/PRA Bundle No: _____
Orig/Copy <u>1</u> off/ with <u>2</u> copies
Consideration/Value/Security: \$ <u>0.00</u>
SA Proportion (if applicable): \$ <u>0.00</u>
SD: \$ <u>0.00</u> LTO Fees: \$ <u>0.00</u>
Int: \$ <u>0.00</u> Pen/Add Tax: \$ <u>0.00</u>
Signature: _____ Date: ___/___/___

CORRECTION	PASSED
REGISTERED	
REGISTRAR-GENERAL	

LEASE

PRIVACY COLLECTION STATEMENT: The information in this form is collected under statutory authority and is used for maintaining publicly searchable registers and indexes. It may also be used for authorised purposes in accordance with Government legislation and policy requirements.

LAND DESCRIPTION

Whole of the land in Certificate of Title Volume 5112 Folio 1.

ESTATE & INTEREST

Fee Simple.

LESSOR (Full name and address)

MAIONE CO. PTY LTD ABN 35 087 297 327 of 16 Shelton Drive, Athelstone SA 5076.

LESSEE (Full name, address and mode of holding)

G & P AUSTRALIA PTY LTD ABN 79 607 013 343 of 16 Haven Road, Mansfield Park SA 5012.

TERM

- (a) Original Term: Three (3) years commencing on 1 December 2016 and expiring at midnight on 30 November 2019.
 - (b) Further Term(s): One (1) right to renew the Lease for a three (3) year term commencing on 1 December 2019 and expiring at midnight on 30 November 2022, pursuant to clause 25 of this Lease.
-

RENT AND MANNER OF PAYMENT (or other consideration)

Rent: **THIRTY-FIVE THOUSAND DOLLARS (\$35,000.00)** per annum subject to clause 5 (Goods and Services Taxes) of this Lease and subject to review pursuant to clause 24 (Rent Review) of this Lease. The annual Rent must be paid by equal consecutive calendar monthly instalments equivalent to one twelfth of the annual Rent always in advance the first instalment to be paid prior to the Commencement Date of this Lease and thereafter on the first day of each and every succeeding month.

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

MEMORANDUM OF LEASE**5 LANGFORD ST, POORAKA SA 5095**

1.	Definitions and Interpretation	4
2.	Payment of Rent	5
3.	Payment of Charges and Outgoings	6
4.	Electricity Supply to Premises	6
5.	Goods and Services Taxes	8
6.	Damage or Destruction of Premises	8
7.	Use of Premises	9
8.	Additional Covenants of Lessee	11
9.	Airconditioning	16
10.	Rules	16
11.	Assignment and Subletting	16
12.	Partitions, Alterations and Additions	18
13.	Repair and Maintenance	19
14.	Lessor's Access and Alterations	20
15.	Repainting	20
16.	Insurance	21
17.	Indemnities and Release	22
18.	Personal Property Securities Act 2009	22
19.	Covenants of Lessor	23
20.	Surrender and Lessee's Fixtures	24
21.	Default and Cancellation	24
22.	Rights of Lessor	25
23.	Holding Over	27
24.	Rent Review	28
25.	Renewal	28
26.	Acknowledgements by Lessee	28
27.	No Partnership	29
28.	Managing Agent	29
29.	Waiver	29
30.	Severability	29
31.	Amendments	29
32.	Entire Agreement and Agreement to Lease	29
33.	Governing Law	30
34.	Notices	30

35.	Retail and Commercial Leases Act 1995 (SA)	30
36.	Real Property Act 1886 (SA)	30
37.	Conditions	30
38.	Consent	30
39.	Special Conditions	31
40.	Bank Guarantee	31
41.	Deed of Guarantee and Indemnity	32
	Schedule	35

The Lessor named in Item 1 of the Schedule ("**Lessor**") hereby leases the Premises to the Lessee named in Item 2 of the Schedule ("**Lessee**") for the Original Term specified in Item 8 of the Schedule upon the following terms and conditions:

1. Definitions and Interpretation

1.1 Definitions

- (a) "**Act**" means the *Retail and Commercial Leases Act 1995* (SA) as may be amended from time to time and any legislation in substitution therefor.
- (b) "**Building**" means the interior and exterior of the building (or buildings) erected upon the Land comprising the Premises and all fixtures fittings airconditioning fire protection and other plant machinery and equipment in the Building together with any extensions alterations modifications additions or improvements subsequently made to the Building, all conveniences services amenities and appurtenances of in or to the Building and also includes any part of the Building.
- (c) "**Commencement Date**" means 1 December 2016.
- (d) "**Entire Term**" means the Original Term and any extension or renewal of that Original Term and any period during which the Lessee holds over or remains in occupation of the Premises.
- (e) "**Guarantor**" means the guarantor of this Lease identified in Item 19 of the Schedule.
- (f) "**Land**" means the land described in Item 3 of the Schedule together with all the land buildings and improvements on the Land as well as any improvements now or erected or made in the future and includes (but without limitation) all airconditioning fire protection and other plant machinery and equipment and all fixtures and fittings of the Lessor and all their conveniences services amenities and appurtenances and any part of them.
- (g) "**Lessee**" includes its executors administrators successors permitted assigns and where not repugnant to the context its servants agents and licensees.
- (h) "**Lessee's Installations**" means the installations listed in Item 6 of the Schedule and those installed by the Lessee after the Lease commences.
- (i) "**Lessor**" includes its executors, administrators, successors and assigns.
- (j) "**Lessor's Installations**" means any property of the Lessor, other than land or fixtures, from time to time in the Premises or on the Land and includes the property listed in Item 5 of the Schedule.
- (k) "**Original Term**" means the original term of this Lease set out in Item 8 of the Schedule.
- (l) "**Outgoings**" has the meaning given to the term in the Schedule.
- (m) "**Premises**" means the Premises described in Item 4 of the Schedule and includes:
 - (1) all the Lessor's buildings improvements fixtures fittings plant equipment and chattels installed in or on the Premises;

- (2) all the conveniences services amenities and appurtenances of in or to the Premises; and
 - (3) any alterations additions improvements or modifications made to the Premises from time to time.
- (n) **"Rent"** means the rent amount per year set out in Item 7 of the Schedule as varied from time to time.

1.2 Interpretation

- (a) Reference to one gender includes the other genders; a reference to a person includes an incorporated body and vice versa; the singular includes the plural and vice versa.
- (b) Where a party comprises more than one person, this Lease applies to all of them together and each of them separately.
- (c) Headings are for convenience of reference and will not affect the interpretation of this Lease.
- (d) This Lease is written in plain English. The parties agree that its terms are to be interpreted to give commercial efficacy to the parties' arrangements. No rule resolving a doubt as to interpretation against the party preparing this Lease or any part of it will apply. Any specific provisions will not limit the interpretation of general provisions.
- (e) Any express obligation on a party must, unless otherwise stated, be performed at that party's expense.
- (f) If a provision of this Lease is void or avoidable by either party or unenforceable, invalid or illegal but would not be void, avoidable, unenforceable, invalid or illegal if it were read down, it must be read down accordingly. If notwithstanding the foregoing a provision of this Lease is still void, avoidable, unenforceable, invalid or illegal:
 - (1) if the provision would not be void or avoidable or unenforceable or invalid or illegal if a word or words as the case may be were severed, then that word or words are hereby severed; and
 - (2) in any other case, the whole provision is hereby severed and the remainder of this Lease has full force and effect.
- (g) To the extent that any terms or conditions implied by statute are inconsistent with the terms or conditions of this Lease any such implied terms and conditions are, unless not permitted by law, expressly excluded from this Lease.
- (h) Where the words "Not Applicable" appear opposite any part of any Item of the Schedule then each and every clause in this Lease in which specific reference is made to such part of the relevant Item of the Schedule will be of no effect.

2. Payment of Rent

The Lessee must pay the Rent due under this Lease into such bank account as may be nominated by the Lessor from time to time or in the absence of such a nomination then to the Lessor or to such other person as may be nominated by the Lessor at the time and in the manner set out in Item 7 of the Schedule and the Lessee must make no deductions from such Rent.

3. Payment of Charges and Outgoings

3.1 Charges

Subject in all respects to clause 4, during the Entire Term the Lessee must pay promptly charges for gas, electricity, oil, water and telephone incurred in respect of the Premises. If a separate meter is required to record or measure any of these services or substances then if required by the Lessee the Lessee at its cost must install the appropriate meter.

3.2 Outgoings

The Lessee must comply with the provisions contained in Item 12 of the Schedule in relation to the payment of Outgoings.

4. Electricity Supply to Premises

- (a) Unless agreed in writing to the contrary, the Lessor has no obligation to supply electricity to the Premises and the Lessee has no obligation to purchase electricity from the Lessor.
- (b) If at any time during the term of this Lease the Lessor does supply electricity to the Premises or to the Lessee the Lessor may, subject to any written agreement to the contrary, in its absolute discretion elect to cease doing so subject to giving the Lessee not less than three (3) months' notice of its intention to cease supplying electricity to the Premises or to the Lessee and as from the expiry of such notice period the Lessor must be under no obligation to supply electricity to the Premises or the Lessee and it is acknowledged and agreed by the Lessee that as from such time the Lessee must obtain its electricity from a retailer of electricity licensed pursuant to the Electricity Act.
- (c) Without limiting sub-clause 4(b), if as at the Commencement Date the Lessor does not supply electricity to the Premises the Lessee must obtain its electricity requirements from a retailer of electricity licensed pursuant to the Electricity Act.
- (d) If the Lessor does supply electricity to the Premises then the Lessee must purchase from the Lessor all of the Lessee's requirements for electricity used in or in respect of the Premises.
- (e) All electricity purchased by the Lessee from the Lessor must be paid for by the Lessee to the Lessor within seven (7) days of invoice and at the rate (if any) and upon the terms (if any) specified in Item 17 of the Schedule or if no rate or terms are specified then at such rate and upon such terms as may be agreed in writing between the Lessor and the Lessee provided always that the amount charged by the Lessor to the Lessee for electricity must not exceed any maximum rate applicable to the supply of electricity by the Lessor to the Lessee which may be prescribed under the Regulations. If the Lessee does not make any payment due hereunder in respect of electricity within seven (7) days of the due date for payment, the Lessor may, without prejudice to any other rights or remedies available to it, forthwith and without notice terminate the supply of electricity to the Lessee or the Premises.
- (f) If the Lessee does not purchase its requirements for electricity from the Lessor then all costs associated with the establishment or provision of an independent supply of electricity to the Premises including without limitation the costs of installing new meters, to the extent permitted by law, must be borne and paid by the Lessee or reimbursed by the Lessee to the Lessor upon demand as the Lessor requires.

- (g) If the Lessee is to obtain electricity for or in respect of the Premises other than from the Lessor then the Lessor will, if required by the Regulations, allow the Lessee access to and use of the Lessor's inset network (as defined in the Regulations) for the purpose of obtaining the Lessee's supply of electricity provided that the Lessee must notify the Lessor of the name of the retailer of electricity and the term of the relevant electricity supply contract and must ensure that the Lessor is provided with sufficient information concerning the Lessee's consumption of electricity for or in respect of the Premises to enable the Lessor to calculate the Lessee's required contribution to network charges, including without limitation promptly advising the Lessor of any change in the identity of the retailer of electricity or any new term or change to an existing term of the Lessee's retail electricity supply contract. The Lessor must keep all such contract and consumption information private and confidential. Without limiting the foregoing, upon the Lessor's request, the Lessee must provide its retailer of electricity with written authorisation to release such consumption details to the Lessor and the Lessor may rely on the consumption details so provided for the purpose of calculating the Lessee's required contribution to network charges.
- (h) The Lessee must pay to the Lessor all network charges applicable to the consumption of electricity in or in respect of the Premises and all other charges imposed on the Lessor in respect of or relating to the supply of electricity to the Premises except to the extent that the Regulations prohibit such payment.
- (i) If the Lessee is purchasing from the Lessor the Lessee's requirements for electricity to be used or consumed by the Lessee in the Premises the Lessor will not be liable to the Lessee for any failure either total or partial to supply electricity arising from:
 - (1) failure of the Lessor's electricity supplier to supply electricity to the Lessor or on behalf of the Lessor to the Lessee except insofar as such failure will be due to the Lessor's default;
 - (2) war riot act of God force majeure strike lockout or accident or interference with or breakdown from whatever cause of any part of the Lessor's or the Lessor's electricity supplier's electrical installations or equipment;
 - (3) wrongful or improper use of electrical equipment by the Lessee; or
 - (4) any other cause whatever beyond the reasonable control of the Lessor.
- (j) The provisions of this clause 4 are in all respects subject to the Regulations and to the extent of any inconsistency between the provisions of this clause 4 and the Regulations, the latter will prevail.
- (k) Any rate specified in Item 17 of the Schedule or agreed to between the Lessor and the Lessee may be reviewed in the manner (if any) specified in Item 17 of the Schedule or as otherwise agreed in writing between the Lessor and the Lessee provided always that if no method of review is specified in Item 17 of the Schedule or has otherwise been agreed in writing between the Lessor and the Lessee then the rate being charged by the Lessor to the Lessee for the supply of electricity, unless otherwise agreed in writing between the Lessor and the Lessee, will be increased on each anniversary of the Commencement Date by a percentage equal to the percentage by which the Consumer Price Index (All Groups – Eight Capital Cities) has increased during the twelve month period immediately preceding such anniversary.
- (l) In this clause 4 a reference to:

- (1) "**Electricity Act**" means the *Electricity Act 1996 (SA)* as amended from time to time and legislation which replaces it;
- (2) "**network charges**" means the costs payable by the Lessor from time to time to the operator of the electricity distribution network to which the Land is connected on account of the use of that network to deliver electricity to the Land; and
- (3) "**Regulations**" means the *Electricity (General) Regulations 1997 (SA)*, as amended from time to time or any other regulations which replace them.

5. Goods and Services Taxes

In addition to all other amounts payable by the Lessee pursuant to this Lease the Lessee must pay to the Lessor, at the same time as the relevant Rent, outgoing, expense or other amount is due, all goods and services taxes, value added taxes, consumption taxes or other similar taxes, duties, excises, surcharges, levies or imposts (collectively "**GST**") charged or levied in respect of:

- (a) Rent paid or received pursuant to this Lease;
- (b) any Outgoings or other expenses incurred or paid by the Lessor and which are to be reimbursed by the Lessee to the Lessor pursuant to this Lease; and
- (c) any other taxable supply by the Lessor (for which the Lessor is to receive consideration from the Lessee pursuant to this Lease) within the meaning of *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* (or any other act amending or in substitution therefor (the "**GST Act**").

The parties acknowledge that the Rent specified in Item 7 of the Schedule and reserved by this Lease from time to time is exclusive of the amount of GST charged, levied or payable from time to time in respect of the Rent.

Notwithstanding the above, if this Lease requires the Lessee to pay, reimburse or contribute to an amount paid or payable by the Lessor in respect of an acquisition from a third party for which the Lessor is entitled to an input tax credit under the GST Act, the amount for payment, reimbursement or contribution will be the GST-exclusive value of the acquisition by the Lessor plus, if the Lessor's recovery from the Lessee will be a taxable supply within the meaning of the GST Act, the GST payable in respect of that supply.

6. Damage or Destruction of Premises

- (a) If the whole or any part of the Building or the Land are damaged and as a result the Premises are unusable or inaccessible and the Lessor decides that it is impractical or undesirable to repair the Premises then it may notify the Lessee in writing of that decision ("**Lessor's Notice**").
- (b) If the whole or any part of the Building or the Land are damaged and as a result the Premises are unusable or inaccessible then the Lessee may request the Lessor to repair the Premises by notice in writing to the Lessor ("**Lessee's Notice**").
- (c) The Lessor or the Lessee may terminate this Lease by giving at least seven (7) days' notice in writing to the other if the Lessor:

- (1) notifies the Lessee of its decision not to repair pursuant to the Lessor's Notice; or
 - (2) does not repair the Premises within a reasonable time after receiving the Lessee's Notice.
- (d) Termination of this Lease pursuant to this clause 6 does not affect either party's rights concerning any previous breach or matter.
 - (e) In circumstances where this clause 6 applies, the Lessor has no obligation to repair the Land or the Building or the Premises or to make them fit for occupation.
 - (f) When the Premises cannot be used under this Lease or are inaccessible due to damage the Lessee is not liable to pay Rent in respect of such period and the Lessee's obligation to contribute to Outgoings or any other charges payable to the Lessor pursuant to this Lease (all of which are hereinafter in this clause called the "**Lessee's Payments**") that are attributable to the period during which the Premises cannot be used or is inaccessible will be suspended.
 - (g) Notwithstanding sub-clause 6(f), the Lessee is not relieved from the obligation to make the Lessee's Payments if the damage resulted from the wrongful act or negligence of the Lessee or an employee agent or licensee of the Lessee unless the Lessor is insured against loss of rent under an insurance policy and the Lessee contributes to the insurance premium payable under such policy.
 - (h) If the Premises are still useable under this Lease but their useability is diminished due to damage, the Lessee's liability to pay the Lessee's Payments attributable to a period during which useability is diminished is reduced in proportion to the reduction in useability caused by the damage.
 - (i) If there is any dispute between the parties as to the amount of the Lessee's Payments to be abated and such dispute cannot be resolved within 14 days of the date of the damage and destruction, such dispute must be referred to a valuer selected by agreement between the Lessor and the Lessee and in default of such agreement then either the Lessor or the Lessee may request the President of the South Australian Division of the Australian Property Institute Incorporated to nominate a valuer and the decision of such valuer will be final and binding on the parties and such valuer will, in so acting, act as an expert and not as an arbitrator and the costs of such valuer will be borne equally between the Lessor and the Lessee.
 - (j) Nothing in this clause 6 prevents the parties from terminating this Lease by agreement if the Premises or the Building or the Land are damaged or destroyed.

7. Use of Premises

7.1 Permissible Use

The Lessee must not use or permit to be used the Premises for any purpose other than that set out in Item 10 of the Schedule and must not:

- (a) sleep or allow anyone to sleep on the Premises; or
- (b) hold or allow anyone to hold any auction sale on the Land.

7.2 Laws and Governmental Rules

At its own expense the Lessee must observe and comply with the requirements of all laws and governmental rules affecting the Premises and also with all lawful directions and orders of any public body or authority relating to the Premises. The Lessee must not do or omit to do anything in respect of the Premises which could make the Lessor liable to pay a penalty or bear some expense incurred under any such laws, rules or orders. Nothing in this clause will require the Lessee to undertake structural alterations or additions to the Premises unless they are required as a result of the Lessee's failure to observe or perform any provision contained in or implied by this Lease or would not have been required but for the nature of the business conducted by the Lessee or the number of persons employed by the Lessee. If the Lessee does not strictly comply with the terms of this clause then the Lessor may enter the Premises and carry out the required work at the Lessee's expense and any costs incurred by the Lessor in carrying out the required work must be paid by the Lessee to the Lessor upon demand. If any amounts are not paid immediately then the Lessor may charge interest on such unpaid amounts until the date of payment at the rate of interest specified in Item 16 of the Schedule.

7.3 Nuisance and Structural Injury

The Lessee must not use or permit the Premises to be used or permit anything to be done on the Premises which would in any way violate any permit to occupy or use the Premises or which may cause structural injury to any part of the Premises or which may constitute a public or private nuisance or waste.

7.4 Conduct Avoiding Insurance

The Lessee must not do or permit to be done on the Premises anything which may prejudice invalidate or vitiate any policy of insurance in respect of the Premises or which may require payment of any extra premium or expense for such insurance.

7.5 Annoying Conduct

The Lessee must not have or use or allow on the Premises any noxious noisy dangerous immoral or offensive substance or activity and must not do or allow on or about the Premises anything which may cause unreasonable annoyance nuisance damage or disturbance to any persons who occupy or own nearby Premises.

7.6 Signs

The Lessee can only have on the Premises an advertisement, notice or sign if the Lessor has previously granted its written consent to the particular sign and the Lessee has obtained, at its cost, the requisite consents from and approvals of the appropriate authorities. Any sign on the Premises must be removed by the Lessee when this Lease expires or earlier if this Lease is cancelled prior to its expiry date and any damage arising in the course of such removal must be immediately restored by the Lessee at its own cost.

7.7 Drains

The Lessee must at its own expense keep all toilets basins drains pipes and water apparatus in the Premises open and free from blockage.

7.8 Inflammable Substances

The Lessee must not without the Lessor's prior written consent use or store inflammable substances on the Premises.

7.9 Overloading

The Lessee must not have on the Premises any plant or equipment which may in the reasonable opinion of the Lessor be likely to cause any structural or other damage to the Premises and before bringing any heavy equipment upon the Premises the Lessee must inform the Lessor of the Lessee's intention to do so and must comply with any directions given to the Lessee by the Lessor in relation to the installation or location of such equipment.

7.10 Electrical System

The Lessee must not overload the cables switchboards or sub-boards through which electricity is conveyed to the Premises.

7.11 Windows

The Lessee must ensure that all windows skylights ventilating shafts and air inlets and air outlets in the Premises are kept uncovered and not obstructed (other than by curtains or blinds where applicable as window treatments).

7.12 Alcohol

The Lessee must not sell or distribute alcohol on the Premises except with the Lessor's prior written consent.

7.13 Animals

The Lessee must not have any animals on the Premises.

8. Additional Covenants of Lessee

8.1 Keys

Upon expiry or the earlier cancellation of this Lease the Lessee must deliver to the Lessor all keys entry cards and similar devices which give access to any part of the Premises.

8.2 Environmental Impact

The Lessee must take all such reasonable measures and precautions as may be necessary to ensure that the environmental impact resulting from the Lessee's occupation of the Premises and the activities of the Lessee are kept to a minimum. Without limiting the generality of the foregoing and irrespective of whether the Lessor has given its consent in respect of the storage of any particular compounds or substances upon or within the Premises by the Lessee:

- (a) the Lessee must at all times ensure compliance with the *Environment Protection Act 1993* (SA) ("**EPA**") and the *Environment Protection (Water Quality) Policy 2003* (SA) ("**Policy**") in respect of the discharge of stormwater from and on the Premises, including without limitation the obligation to prevent the discharge of waste, wastewater or contaminated stormwater into waters, each as defined by the Policy; and
- (b) in the event that during the term of this Lease or any period of holding over, any pollution contamination or degradation occurs of, on or to the Premises (other than to the extent to which the same has been caused by any wilful or negligent act or omission of the Lessor or its servants agents or employees) then the Lessee must:

- (1) indemnify the Lessor in respect of any fines, penalties or imposts levied in respect of such pollution, contamination or degradation, including without limitation any breach of the EPA or the Policy; and
- (2) immediately prior to the expiration of the term of this Lease or any period of holding over at its own cost and expense remove any and all such contaminating or polluting substances and compounds from all parts of the Premises.

8.3 Lights

The Lessee must at its own expense replace all electric light bulbs tubes and globes in the Premises which may become damaged or broken or fail to light.

8.4 Cleaning

The Lessee must keep the interior and exterior of the Premises thoroughly clean, tidy and free of graffiti at all times. Notwithstanding the previous sentence of this clause, the Lessor may at its option require in lieu of the Lessee carrying out the removal of any graffiti on either the interior or exterior of the Premises that the Lessor or its nominee must remove such graffiti at the cost of the Lessee and the Lessee must pay to the Lessor such cost within seven (7) days of receiving an appropriate tax invoice provided further that the Lessor may in its discretion by notice in writing to the Lessee require the Lessee to pay to the Lessor the amount quoted by an independent contractor (being the lower of two quotes which must be obtained by the Lessor) prior to the Lessor arranging for the removal of any such graffiti.

8.5 Rodents and Vermin

The Lessee must at its own expense take all proper precautions to keep the Premises free of rodents vermin insects and pests and will if required by the Lessor engage at its own expense pest exterminators for such purpose.

8.6 Re-letting or Sale

If requested by the Lessor the Lessee must permit the Lessor and its agent to place re-letting or sale signs on the Premises and upon receiving reasonable notice will allow the Lessor and its agent to show prospective tenants purchasers and others through the Premises.

8.7 Infectious Illness

If any infectious illness transpires on or about the Premises the Lessee must immediately give written notice to the Lessor and to the proper public authorities of such illness and must thoroughly fumigate and disinfect the Premises at the Lessee's own expense and to the satisfaction of such public authority.

8.8 Statutory Notices

If the Lessee receives or becomes aware of any notice from any statutory public or municipal authority with respect to the Premises then the Lessee must immediately give the Lessor written notice of such notice.

8.9 Lease Preparation Costs

- (a) The Lessee must pay:

- (1) all stamp duty payable on this Lease and any other duties which may be assessed in respect of this Lease;
- (2) all Lands Titles Office registration fees in respect of this Lease;
- (3) half of the Lessor's legal costs in relation to the preparation completion stamping and registration of this Lease including but not limited to costs and expenses in obtaining the consent of any mortgagee to the granting of this Lease;
- (4) the costs of preparation and registration of any plan delineating the Premises; and
- (5) the cost of obtaining an exclusionary certificate from a lawyer pursuant to section 20B of the Act.

(b) Each party must pay their own legal costs in relation to the negotiation of this Lease.

8.10 Default Costs

If the Lessee does not observe or perform any provisions in this Lease the Lessee must pay to the Lessor all legal and other costs and expenses for which the Lessor will become liable in consequence of or in connection with such default. Legal costs must be on a full indemnity basis.

8.11 Premises Suitability

- (a) The Lessee acknowledges and declares that the Lessee has relied on its own judgment, expertise and experts in deciding that the Premises are suitable for the Lessee's purposes and that the Lessee has obtained requisite consents from and approvals of all government, semi-government, local government, statutory, public or other authorities, bodies or persons having jurisdiction over the Premises in relation to the Lessee's use of the Premises.
- (b) The Lessee must provide the Lessor with copies of all requisite consents and approvals referred to in sub-clause 8.11(a), immediately after being obtained by the Lessee.

8.12 Strata Title or Community Title

If the Lessor at any time during the term of this Lease seeks to strata title or community title the Land or any part of it, or partially or fully convert the Land or any part of it from strata title to community title, the Lessee must forthwith upon receipt of a request by the Lessor execute any form of consent to such strata or community titling, or conversion from strata titling to community titling, required by the Lessor and a surrender of this Lease in registrable form together with the Lessee's copy of this Lease provided always that the Lessor must first deliver to the Lessee a lease of the Premises capable of registration following the registration of the strata plan or community plan, such lease to be on the same terms and conditions as this Lease except that the term reserved in such lease will be for the unexpired balance of the term of this Lease and incorporating a provision obliging the Lessee to observe and comply with the Articles of Association of the Strata Corporation or the By-laws of the Community Corporation and provided further that all costs of and incidental to the preparation, stamping and registration of the surrender of this Lease and the preparation, stamping and registration of the new lease including the costs of a surveyor must be borne by the Lessor but the Lessor is not required to pay the Lessee's legal costs.

8.13 Land Division

The Lessor may at any time during the term of this Lease divide the Land or the Building pursuant to Part XIXAB of the *Real Property Act 1886* (SA) and sell any allotment on a plan of division or consolidate the Land into one or more titles. The Lessee must not object to or obstruct any such division, redevelopment, sale or consolidation and if this Lease has been registered at the Lands Titles Office or if the Lessee has lodged a caveat against the title to the Land, the Lessee must promptly grant at no cost to the Lessor its consent in writing to the registration of any plan of division or consolidation.

8.14 Notice of Defects

The Lessee must give to the Lessor prompt notice of any circumstance including without limitation any accident to or defect or want of repair in any service to or fittings in the Premises which the Lessee should reasonably be aware might cause any danger risk or hazard to the Premises or any person in the Premises.

8.15 Electrical and Plumbing Installations

Subject to the *Electricity (General) Regulations 1997* (SA) and any other applicable electricity laws the Lessee must not without the consent of the Lessor (which consent must not be unreasonably withheld or delayed) install any water gas or electrical fixtures plant equipment or appliances or any apparatus for illuminating airconditioning heating cooling or ventilating the Premises other than kitchen appliances for the preparation of food or beverages and appliances and equipment reasonably necessary for the execution of normal practices of the Permitted Use.

8.16 Heavy and Noisy Equipment

- (a) The Lessee must not without the consent of the Lessor, bring on to or install in the Premises any machinery plant or equipment of such nature weight or size as to cause or potentially cause any structural or other damage to the Building or which may in the opinion of the Lessor cause unreasonable noise or vibrations.
- (b) Before bringing any such machinery plant and equipment on to the Premises the Lessee must inform the Lessor of the Lessee's intention to do so and the Lessor may direct the routing installations and location of all such machinery plant and equipment and the Lessee must observe and comply with all such directions.

8.17 Dangerous Substances

The Lessee must not without the consent of the Lessor, bring or allow to be brought onto the Premises any dangerous noxious odorous toxic volatile explosive or inflammable substance compound or pollutant whether in solid liquid gaseous or other form other than such substances normally used in the conduct of the Permitted Use, provided that such substances or compounds are handled and stored in compliance with all applicable laws.

8.18 Fire Precautions

- (a) Subject to the Act, the Lessee must:
 - (1) take such precautions against fire on and in respect of the Premises as are or may from time to time be required under or pursuant to any present and future

laws or by any authority (whether governmental municipal civic or otherwise) having jurisdiction in relation to the Premises; and

- (2) do and execute or abstain from doing or executing all such other acts matters and things in relation to fire safety or fire prevention as are or may be directed or required (whether of the owner or occupier of the Premises) by anybody having jurisdiction in relation to the Premises.
- (b) The Lessee must comply with sprinkler and fire alarm laws in respect of the sprinkler and fire alarm systems installed in or about the Premises and subject to the Act to pay to the Lessor the cost of any alterations or additions to the sprinkler or fire alarm systems which the Lessor may be required to make by reason of the non-compliance by the Lessee with such laws; and
- (c) The Lessee must perform and observe and ensure that the Lessee's agents perform and observe all necessary and proper fire drills and emergency evacuation procedures.

8.19 Reservation of Use of Conduits

The Lessee must allow the Lessor and other occupiers of the Land the free and uninterrupted passage of gas water and electricity through and along the services situated under in or on the Premises.

8.20 Lessee's Consent

Where pursuant to any statutory requirement the consent of the Lessee is required to any process step or dealing by the Lessor with its interest in the Land then the Lessee must give its written consent to such proposed process step or dealing within seven (7) days of receipt of a written request from the Lessor to do so provided that such proposed process step or dealing does not materially detrimentally affect the Lessee's use of or access to the Premises.

8.21 Superior or Concurrent Interest

- (a) The Lessee must permit any person having any 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.
- (b) If any person other than the Lessor becomes entitled to receive money payable under this Lease either by operation of law or otherwise to enter into an agreement with that person at the Lessor's expense in the form and containing provisions reasonably required by the Lessor.

8.22 No Absolute Caveat

The Lessee must not lodge or cause or permit to be lodged any absolute caveat on the Certificate of Title for the Land and indemnifies the Lessor against and in respect of all and any actions claims demands losses damages costs and expenses which the Lessor may incur in respect of the lodgment removal or withdrawal of any such caveat.

8.23 Security

- (a) The Lessee must use best endeavours to protect and keep safe the Premises and any property contained in it from theft or vandalism and to keep all doors windows and other openings closed and locked when the Premises are not in use.

- (b) The Lessee must not without the consent of the Lessor (which consent must not be unreasonably withheld) install any security equipment or system in or to the Premises nor to alter or modify any existing security equipment or system. All such equipment systems and installations (except the Lessor's fixtures and fittings) will remain the property of the Lessee who will be responsible for all costs associated with the purchase installation alteration or modification of any new (and if applicable existing) equipment system or installations and all maintenance and monitoring of it.

9. Airconditioning

- (a) Where any plant machinery or equipment for heating cooling or circulating air ("**airconditioning plant**") is provided or installed in the Premises the Lessee must maintain the airconditioning plant in good working condition and without limiting the foregoing will maintain at its own expense a comprehensive service and maintenance contract in respect of the airconditioning plant with such contractor as may be nominated by the Lessor and will at all times use and regulate the airconditioning plant to ensure that it is employed to the best advantage in the conditions from time to time prevailing and will not do or allow anything in relation to the airconditioning plant which might interfere with or impair its efficient operation.
- (b) The Lessee covenants and agrees with the Lessor to pay all costs and expenses of and in connection with the operation servicing maintenance and repair of all airconditioning plant services and equipment which serve or operate in the Premises other than costs of a capital nature which will be the Lessor's responsibility unless incurred as a result of breach by the Lessee of its obligations under this clause 9.

10. Rules

The Lessee must ensure that the Lessee and the Lessee's employees contractors and visitors observe and perform all rules and regulations which may be made from time to time by the Lessor for the better functioning of the Land as long as no such rule or regulation is inconsistent with the provisions contained in this Lease.

11. Assignment and Subletting

- (a) It is a term of this Lease that the Lessee has the right, subject to the consent of the Lessor, to assign the Lessee's rights under this Lease and that the Lessor will not unreasonably withhold consent nor make any charge for consent other than the Lessor's reasonable incidental expenses provided that without limiting the foregoing, the Lessor is entitled to withhold consent to a proposed assignment if:
 - (1) the proposed assignee proposes to change the use to which the Premises are put from the use specified in Item 10 of the Schedule (or from such other use as may previously have been consented to in writing by the Lessor); or
 - (2) the proposed assignee is unlikely to be able to meet the financial obligations of the Lessee under this Lease; or
 - (3) where some or all of the Premises are used for retail purposes, the proposed assignee's retailing skills are inferior to those of the assignor; or
 - (4) the Lessee has not complied with the procedural requirements outlined in section 45 of the *Act* for obtaining the Lessor's consent.

- (b) Subject to sub-clause 11(a) of this Lease the Lessee covenants with the Lessor that the Lessee:
- (1) will not assign sublet transfer or part with possession of the Premises or any part of the Premises or mortgage charge or encumber the Lessee's interest under this Lease without the written consent of the Lessor;
 - (2) will at the time of applying for consent have remedied all existing breaches (if any) on the part of the Lessee under this Lease;
 - (3) will before, or at the time of, applying for consent, pay such money as is reasonably estimated by the Lessor's consultants to be required for the Lessee to comply with any breach of the terms of this Lease including without limitation those relating to the state of repair and cleanliness and painting of the Premises including the reasonable costs of such consultants in inspecting the Premises;
 - (4) will before, or at the time of, applying for consent submit to the Lessor a true copy of all agreements to be entered into in respect of any proposed dealing with this Lease or the Premises and evidence satisfactory to the Lessor that the proposed assignee or subtenant is respectable responsible solvent and suitable and information reasonably required by the Lessor about the financial standing and business experience of the proposed assignee or subtenant;
 - (5) will, if so required by the Lessor, in the event that the proposed assignee or subtenant is a trustee of a Trust and before any proposed assignment transfer or subletting is effected, immediately submit a copy of the instrument under which such Trust was constituted and the full names addresses and occupations of the beneficiaries of such Trust;
 - (6) will, if so required by the Lessor, before any proposed assignment transfer or subletting is effected procure from the proposed assignee transferee or subtenant a direct covenant with the Lessor to observe the terms and conditions of this Lease and procure such guarantees of the performance of the Lessee's obligations under this Lease as the Lessor may require; and
 - (7) will pay to the Lessor or its solicitors the reasonable costs of and incidental to enquiries concerning the proposed dealing or the persons concerned in such dealing and of the perusal preparation and stamping of the documents reasonably deemed necessary by the Lessor.
- (c) For the purposes of this clause and without in any way limiting the generality of sub-clause 11(a) and sub-clause 11(b) an assignment of this Lease will be deemed to be effected:
- (1) if the Lessee (or any Lessee if more than one) is a company (other than a company the voting shares of which are listed on a recognised Stock Exchange in Australia):
 - (A) where there is a change in the beneficial ownership of the shares of the company and the change alters the effective control of the company; or
 - (B) any change to the constitution of the Lessee varies the rights attaching to any of the issued shares of the Lessee; or

- (2) if the Lessee is a partnership where there is any change in the constitution of the partnership except by the death of any partner.
- (d) In respect of all cases of transfer assignment subletting or parting with possession by the Lessee unless the assignor has complied with its obligations under section 45A of the Act, the Lessee:
 - (1) will not be released from its liabilities and obligations under this Lease for the balance of the Entire Term; and
 - (2) acknowledges that such transfer assignment subletting or parting with possession will not operate in any way to restrict mitigate or release the responsibility and obligations of any guarantor from its guarantee of the Lessee's obligations,and if the assignor has complied with its obligations under section 45A of the Act then the assignor will be released as at the relevant date (as defined in the Act) but without limiting any rights which the Lessor may have against the assignee or its guarantors.
- (e) If the Lessee grants a mortgage of this Lease the rights of the Lessor under this Lease will be in priority to the rights of the mortgagee of this Lease and the provisions of section 139 of the *Real Property Act 1886* (SA) will not apply to such mortgagee in respect of its estate or interest in this Lease.

12. Partitions, Alterations and Additions

12.1 No Alterations Without Consent

The Lessee must not make or allow any alterations, additions or installations to or in the Premises unless the Lessee has first obtained the written consent of the Lessor. The Lessor must not unreasonably withhold such consent. It will be deemed to be a term of any such consent that prior to the expiry or earlier cancellation of this Lease the Lessee will unless otherwise requested by the Lessor restore the Premises to the condition they were in prior to the making of the relevant alteration, addition or installation.

12.2 Approved Partitions

The Lessee must only use partitions in the Premises which have received the prior written approval of the Lessor and in installing partitions the Lessee must ensure that they accord with plans and specifications previously approved by the Lessor and the Lessee must not make any additions or alterations to partitions without first obtaining the written approval of the Lessor which approval will not be unreasonably withheld.

12.3 Costs Repair Maintenance and Insurance of Partitions

- (a) The Lessee must pay the cost of all additional lights and power outlets, switches and telephone outlets, any relocation of thermal alarms or firefighting systems and any alterations to the airconditioning which may be required by reason of the installation or position of any such partitions together with all architects' and other consultants' fees incurred by the Lessor or the Lessee in connection with the installation of partitions.
- (b) The Lessee must be responsible for repairing maintaining and insuring partitions in the Premises. Ownership of all partitioning installed by the Lessee will unless otherwise agreed in writing remain with the Lessee.

12.4 Notice

The Lessee must give to the Lessor prompt notice in writing of any apparent circumstances known to the Lessee reasonably likely to be or cause any danger risk or hazard to the Premises or any person in the Premises.

12.5 Removal of Partitions upon Expiry of Lease

If required by the Lessor the Lessee must remove all internal partitions (or such parts thereof as may be nominated by the Lessor) it installs at or prior to the expiry of the Lessee's occupation of the Premises and if the Lessee does not remove such partitioning the Lessor may remove and dispose of them itself. Any partitions not removed by the Lessee may upon the Lessor's election become the property of the Lessor. All damage done to the Premises by such removal must be made good by the Lessee on or prior to the expiration of the Lessee's occupation of the Premises and if the Lessee fails to do so the Lessor may restore such damage. All costs incurred by the Lessor in such removal or disposal or in making good such damage must be paid by the Lessee to the Lessor within seven days of the Lessor notifying the Lessee of the amount of such costs.

13. Repair and Maintenance

At all times during the term of this Lease the Lessee must:

- (a) repair, clean and maintain the Premises so that they are kept in the same condition that they were in at the commencement of the Lessee's occupation (or in the case of additions or installations made after the commencement of this Lease then in the same condition as when the relevant addition or installation was completed). The Lessee's obligations under this clause will not extend to damage caused by fair wear and tear nor to damage caused by natural disaster or some other inevitable accident beyond the control of the Lessee;
- (b) maintain in good order and condition all painted and papered portions of the interior of the Premises during the term of this Lease and during any extension or renewal of this Lease;
- (c) keep the Premises clean and free from rubbish and graffiti and keep all garbage in proper receptacles and not overfill those receptacles;
- (d) keep and maintain all fittings plant furnishings and equipment in the Premises so that they are clean and in good condition;
- (e) repair any damage to any adjoining Premises caused by the act default or neglect of the Lessee or its employees agents contractors or licensees. The Lessee's obligations under this sub-clause 13(e) will not apply to the extent that the Lessor has received compensation for such damage under a policy of insurance;
- (f) promptly repair and replace all broken glass and repair all damaged or broken heating lighting or electrical equipment and plumbing in the Premises and all doors windows locks and keys and all Lessor's fixtures and things which are in or are part of the Premises. Any replacement materials or materials used to repair damage or breakages must be of the same or similar quality to the previous materials; and
- (g) keep and maintain any external areas of the Premises in a clean and tidy condition and keep and maintain any subsisting garden areas,

provided that nothing in this clause must oblige the Lessee to do work of a structural or capital nature unless such work is required as a result of the act neglect or default of the Lessee or would not have been required but for the Lessee's use or occupancy of the Premises.

14. Lessor's Access and Alterations

14.1 Lessor's Right to View and Repair

- (a) The Lessee must permit the Lessor and any person authorised by the Lessor at all reasonable times upon giving to the Lessee prior reasonable notice to enter the Premises and view the state of its, cleanliness, maintenance and repair and if the Lessor considers that cleaning, maintenance or repair works are required:
- (1) the Lessor may then serve on the Lessee a notice of any defect in respect of cleaning, maintenance or repair works which are within the Lessee's obligations under this Lease requiring the Lessee within a reasonable time to make good the defect;
 - (2) in default of the Lessee making good such defect the Lessor may execute the required work as if it were the Lessee and for that purpose the Lessor and any person authorised by the Lessor may enter onto the Premises and remain there for the purpose of doing erecting or effecting any such required cleaning, maintenance or repairs; and
 - (3) all costs and expenses of and incidental to carrying out such cleaning, maintenance or repairs must be payable by the Lessee to the Lessor.

14.2 Lessor's Right to Enter and Undertake Works

Notwithstanding any other provision in this Lease, the Lessor and persons authorised by it may upon giving reasonable notice to the Lessee:

- (a) install, maintain, use, repair, alter and replace any of the Lessor's fixtures, fittings, plant and equipment in or on the Building or the Land or any pipes, wires, tubes, conduits, ducts and cables leading through the Premises;
- (b) carry out any other works as may be provided for in this Lease; and
- (c) for any such purposes enter the Premises and run water, air, electricity, sewerage, drainage, gas and other substances through such pipes wires tubes conduits ducts and cables,

provided always that in so doing the Lessor must make reasonable endeavours to minimise inconvenience caused to the Lessee.

15. Repainting

The Lessee must repaint those parts of the Premises which previously have been painted as frequently as is required by Item 13 of the Schedule. Such painting must be done in such manner and with such paint as the Lessor may reasonably direct. In this clause the word "paint" includes "wallpaper". Notwithstanding the previous sentences of this clause, the Lessor may at its option require in lieu of the Lessee carrying out such painting in accordance with the terms of this clause that the Lessee pay to the Lessor an amount equivalent to the lowest of two quotes that the Lessor obtains and presents to the Lessee in respect of such painting, with such amount being payable within seven (7) days of demand.

16. Insurance

16.1 Lessee's Insurance

At its own expense the Lessee must maintain during the Entire Term the following insurance:

- (a) a policy of public risk insurance with respect to the Premises and the business or businesses carried on in the Premises for a sum of not less than the amount specified in Item 15 of the Schedule. Such amount will be in respect of any one single accident or event and extend to claims loss and damage the subject of the indemnity contained in clause 17 (*Indemnities and Release*);
- (b) a policy to insure all permitted additions to the Premises carried out by the Lessee and to insure all of the Lessee's fixtures, fittings and property including stock for their full replacement value against loss or damage by any cause including fire, theft, burglary, extra perils risk, lightning, explosion, tempest, riot, impact of vehicles, earthquake, damage by fire and other risks including water damage, flood, rain water damage and such other risks as the Lessor may specify from time to time; and
- (c) plate glass insurance in respect of all plate glass (including windows) in the Premises for its replacement value.

16.2 Certificates of Insurance

All policies of insurance must be taken out with a recognised and reputable public insurance office and the Lessee must provide the Lessor with copies of certificates of insurance in relation to the policies upon request. The policies of insurance specified in sub-clauses 16.1(a) and 16.1(c) must be in the joint names of the Lessor and the Lessee.

16.3 Lessee not to cause Premium to Increase

The Lessee must not at any time do or permit or suffer to be done any act matter or thing in or on the Building whereby any insurance in respect of the Building may be vitiated or rendered void or voidable or whereby the rate of premium on any insurance must be liable to be increased.

16.4 To Make Payment of WorkCover Levies

The Lessee must at all times comply with and make payments of levies pursuant to WorkCover or other workmen's compensation insurance legislation applicable from time to time in respect of all employees employed by the Lessee in and about the Premises and will include therein any person or persons from time to time employed by the Lessee in carrying out work for or rendering services to the Lessee in relation to the said Premises or in compliance with or the performance of any of the obligations of the Lessee under this Lease.

16.5 Compliance with Insurance Requirements

The Lessee must comply with the requirements of the Insurance Council of Australia, any fire protection authority or other body having similar jurisdiction and with the requirements of any statutes regulations or notices issued by any similar authority. The Lessee's obligations under this sub-clause 16.5 must not require it to undertake structural alterations to the Premises unless such alterations are required as a result of the nature of the use of the Premises by the Lessee or the Lessee's activities on the Premises.

16.6 Plate Glass Claims

Where plate glass is broken or damaged, the Lessee must expend all money received under such insurance in reinstating the broken or damaged glass and where such insurance money received is insufficient to make good the deficiency out of the Lessee's own money.

17. Indemnities and Release

17.1 Risk of Lessee

The Lessee agrees to occupy and use the Premises and to enter the Land at its own risk. The Lessee releases to the fullest extent permitted by law the Lessor (and its agents contractors and employees) from every claim and demand which may result from an accident damage or injury occurring on the Premises or on the Land. The Lessor will not be released from liability where the accident damage or injury is caused by the negligence or wilful act of the Lessor.

17.2 Indemnity by Lessee

The Lessee indemnifies the Lessor and will at all times keep the Lessor indemnified against all costs losses damages or actions incurred by or brought against the Lessor directly or indirectly arising from any action or non-action whatsoever on the part of the Lessee or any of the Lessee's officers employees contractors agents invitees or licensees. This indemnity will be construed in favour of the Lessor in the broadest possible terms.

18. Personal Property Securities Act 2009

18.1 Interpretation

- (a) In this clause, "**PPSA**" means the *Personal Property Securities Act 2009* (Cth).
- (b) Expressions used in this clause that are defined in the PPSA have the meanings given to them in the PPSA.

18.2 Registering a Finance Statement

The Lessor may, at any time, register a financing statement with respect to any security interest arising out of or evidenced by this Lease over any or all of:

- (a) the Lessor's Installations;
- (b) any security deposit provided by the Lessee;
- (c) any possessory lien established under this Lease;
- (d) Lessee's Installations and other of the Lessee's property left on the Premises after the expiry or early cancellation of this Lease,

that are personal property, and must identify the property affected by the financing statement in the free text field of the statement. The Lessee waives the right to receive notice under section 157(1) of the PPSA.

18.3 Registering a Change to a Financing Statement

When the Lease:

- (a) ends and the Lessee has vacated the Premises and performed all of its obligations under this Lease; or
- (b) is transferred,

the Lessor must register a financing change statement with respect to any security interest for which the Lessor has registered a financing statement other than those to which sub-clause 18.2(d) relates.

18.4 Lessee's Obligations

The Lessee must sign and document and do anything necessary to enable the Lessor to register the statements referred to in the preceding sub-clause and to enforce its rights and perform its obligations under this clause and the PPSA. In particular, if the Lessee is a natural person, the Lessee must provide to the Lessor with the Lessee's date of birth and a certified copy of a South Australian driver's licence (or other evidence acceptable to the Lessor) to confirm the Lessee's date of birth. The Lessor must keep the Lessee's date of birth and any evidence provided to confirm it secure and confidential.

18.5 Financing Statement Restrictions on Lessee

The Lessee must not register, or permit to be registered, a financing statement in favour of any person other than the Lessor, with respect to any security deposit provided by the Lessee or any of the Lessor's Installations.

18.6 PPSA Costs

The Lessee must pay the Lessor's reasonable expenses and legal costs in respect of anything done or attempted by the Lessor in the exercise of its rights or performance of its obligations under this clause or the PPSA, except the Lessor's costs of registering a financing statement under sub-clause 18.2 which are to be borne by the Lessor.

18.7 Non-Disclosure

In accordance with sub-section 275(6)(a) of the PPSA, the parties agree that neither of them will disclose information of the kind mentioned in sub-section 275(1) of the PPSA.

18.8 Notices under this Clause

Subject to any requirement to the contrary in the PPSA, notices under this clause or the PPSA may be served in accordance with clause 34 (*Notices*) of this Lease.

19. Covenants of Lessor

19.1 Quiet Enjoyment

- (a) During the term of this Lease if the Lessee is not in default of its obligations and subject to any express provision in this Lease the Lessor will allow the Lessee to peacefully and quietly occupy and enjoy the Premises.
- (b) The Lessee is not entitled to compensation for disturbance in respect of a particular occurrence if the likelihood of the occurrence was specifically drawn to the attention of the Lessee in writing before the Lessee entered into this Lease.

20. Surrender and Lessee's Fixtures

20.1 Surrender of Premises

Upon expiry or the earlier cancellation of this Lease the Lessee must peacefully and quietly leave and, subject to sub-clause 20.2, surrender the Premises and all fixtures in the Premises to the Lessor free of occupants, clean and free from rubbish and in the same condition as at the commencement of the Lessee's occupation of the Premises (with damage caused by inevitable accident or causes beyond the control of the Lessee or its agents employees contractors or licensees being excepted).

20.2 Removal of Fittings

Upon expiry or the earlier cancellation of this Lease the Lessee must remove all chattels plant machinery and other fixtures and fittings belonging to the Lessee from the Premises and must make good any damage or disfigurement caused by such removal and any chattels plant machinery fixtures or fittings not so removed must, if the Lessor so elects, become the absolute property of the Lessor.

21. Default and Cancellation

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

(a) Late Payments

any payments payable under this Lease by the Lessee are greater than fourteen (14) days late (whether or not formal or legal demand has been made for such payment);

(b) Breaches

without limiting sub-clause 21(a), the Lessee is in breach of any of the Lessee's obligations under this Lease and such breach continues for a period of fourteen (14) days following service of a written notice of such default;

(c) Insolvency

the Lessee or Guarantor, being a natural person, is found guilty of any indictable offence or becomes bankrupt or commits an act of bankruptcy or an act which could give rise to the same, or, being a body corporate, an order is made or a resolution is passed for the winding up of the Lessee or a Guarantor (except for the purpose of reconstruction or amalgamation with the Lessor's written consent, which will not be unreasonably withheld), has an administrator appointed or a receiver or manager is appointed over or a mortgagee takes possession of any asset of the Lessee or a Guarantor or if any proceedings are issued or event occurs intended to lead to any of those consequences or if any other action relating to insolvent debtors occurs in relation to the Lessee or a Guarantor;

(d) Premises Left Unoccupied

if the Premises is left unoccupied for one (1) month or more without the Lessor's consent; or

(e) Execution against Lessee

if execution is levied against the Lessee and not discharged within fourteen (14) days or any property in or on the Premises is seized or taken in execution under any judgment or other proceedings,

the Lessor may in addition to its other powers either re-enter the Premises and eject the Lessee and all other persons and repossess the Premises or cancel this Lease immediately by written notice to the Lessee, or both and thereupon this Lease will terminate but without prejudice to any action or other remedy which the Lessor has or might otherwise have for arrears of Rent or breach of covenant or for damages as a result of any such event provided that in the case of a breach of any covenant or condition to which section 10 of the *Landlord and Tenant Act 1936* (SA) applies, fourteen (14) days is hereby fixed as 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 such breach.

Further, the Lessor will have and may maintain a lien on all the goods, chattels and equipment of the Lessee in the Premises upon the Lessee being in breach of its obligations under the Lease and the Lessee agrees that the Lessor may remove and retain the said goods, chattels and equipment until the Lessee has paid to the Lessor all amounts of money owing to the Lessor by the Lessee.

22. Rights of Lessor

22.1 Recovery Rights

Without prejudice to any rights powers or remedies of the Lessor arising from any breach by the Lessee of its obligations under this Lease the Lessor will have all or any of the following rights and remedies:

- (a) to recover from the Lessee any loss or damage suffered by the Lessor as a result of the Lessor being unable to relet the Premises or if the Lessor is able to relet the Premises for the loss of rent between the date of breach by the Lessee and the date of reletting the Premises and the cost of such reletting.
- (b) to recover from the Lessee any loss or damage suffered by the Lessor as a result of reletting the Premises to a subsequent lessee at a rental less than that which would have been payable by the Lessee for the unexpired residue of the term (as extended or renewed) of this Lease.

22.2 Acceptance of Arrears

The acceptance by the Lessor of arrears or of any late payment of Rent will not constitute a waiver of the essentiality of the Lessee's obligation to pay interest in respect of those arrears or of the late payments or in respect of the Lessee's continuing obligation to pay Rent during the term of this Lease.

22.3 Lessee's Repudiation

If the Lessee's conduct (whether by action or omission) constitutes a repudiation of this Lease (or of the Lessee's obligations under this Lease) or constitutes a breach of any agreement contained in this Lease the Lessee must compensate the Lessor for any loss or damage suffered by reason of such repudiation or breach and the Lessor's entitlement to recover damages will not be prejudiced or limited by:

- (a) the Lessee abandoning or vacating the Premises;
- (b) the Lessor electing to re-enter the Premises or to terminate this Lease;
- (c) the Lessor accepting the Lessee's repudiation; or
- (d) the conduct of the Lessor and the Lessee constituting a surrender by operation of law.

22.4 Entire Term of Lease

The Lessor will be entitled to recover damages against the Lessee in respect of repudiation or breach of agreement for the damage suffered by the Lessor during the Entire Term.

22.5 Lessor may claim Damages

The Lessor will be entitled to institute legal proceedings claiming damages against the Lessee in respect of the Entire Term including the periods before and after the Lessee may have vacated the Premises and before and after any abandonment termination repudiation acceptance of repudiation or surrender by operation of law of this Lease whether the proceedings are instituted either before or after such conduct.

22.6 Mitigation

The Lessor's conduct in pursuance of any duty to mitigate damages will not by itself constitute acceptance of the Lessee's breach repudiation or a surrender by operation of law.

22.7 Interest

Without prejudice to any rights or remedies of the Lessor the Lessee must pay to the Lessor interest at the rate specified in Item 16 of the Schedule on any moneys not paid on the due date pursuant to this Lease or pursuant to any judgment or order in which this or any other provision in this Lease may become merged. Such interest will be calculated from the due date for the payment of the moneys in respect of which the interest is chargeable until payment of such moneys in full and will be recoverable in the same way as rent in arrears.

22.8 Essential Terms

Without limiting any previous provision in this Lease each of the covenants by the Lessee which are contained in clauses 2 (*Payment of Rent*), 3 (*Payment of Charges and Outgoings*), 4 (*Electricity Supply to Premises*), 5 (*Goods and Services Taxes*), 7 (*Use of Premises*), 8.4 (*Cleaning*), 8.18 (*Fire Precautions*), 9 (*Airconditioning*), 10 (*Rules*), 11 (*Assignment and Subletting*), 12 (*Partitions, Alterations and Additions*), 13 (*Repairs and Maintenance*) and 16 (*Insurance*) of this Lease are acknowledged and declared to be essential terms of this Lease.

22.9 Abandoned Goods

Subject to the Act, any goods or other property left on the Premises by the Lessee at the expiration of the Term or the surrender of this Lease or on any sooner determination of this Lease may be dealt with by the Lessor at its discretion and at the cost of the Lessee and the Lessor will not be liable to the Lessee or to any person claiming through the Lessee for any loss or damage occasioned by such dealing.

22.10 Power of Attorney

If the Lessor becomes entitled to terminate this Lease and re-enter and repossess the Premises (of which a statutory declaration of an officer of the Lessor will be conclusive evidence for the purpose of the Registrar-General) then the Lessee by this Lease irrevocably appoints the Lessor as the attorney of the Lessee:

- (a) to give full effect to such termination re-entry and repossession;
- (b) to execute a surrender of this Lease;
- (c) to procure the registration of such surrender and to record this Power of Attorney (and the Lessee must immediately on demand from the attorney produce to the attorney the Lessee's registered copy of this Lease to enable the registration of such surrender); and
- (d) to procure anything to be done which may be requisite or proper for giving full effect to such surrender and the Power of Attorney according to the *Real Property Act 1886* (SA) or any law (including without limitation if necessary to execute and lodge an application to the Registrar-General to dispense with the production of the Lessee's registered copy of this Lease).

22.11 Costs and Remedies on Default

- (a) If the Lessee breaches or fails to perform any term of this Lease and such breach or failure to perform continues for seven (7) days after the Lessor has given the Lessee notice requiring the Lessee to remedy the breach or perform the term (except in an emergency when no notice is required) then:
 - (1) the Lessor may remedy the breach or perform the term without prejudice to any other right or remedy; and
 - (2) the Lessee must pay to the Lessor all resulting costs incurred by the Lessor.
- (b) All reasonable costs incurred by the Lessor in respect of:
 - (1) the recovery of rent and other money payable by the Lessee to the Lessor under this Lease; and
 - (2) the Lessor remedying or attempting to remedy any Lessee's breach of or failure to perform any term of this Lease,

will be deemed to be additional rent falling due and payable on the date on which the Lessor incurs such costs.

23. Holding Over

- (a) If the Lessee with the consent of the Lessor remains in occupation of the Premises after expiration of the term of this Lease then in the absence of any express written agreement to the contrary the Lessee will be deemed to be tenant from month to month of the Premises and the tenancy may be cancelled by either party upon the expiration of not less than thirty (30) days' written notice to the other expiring at any time. During any such monthly tenancy the terms and conditions applying under this Lease to the Lessee's occupation of the Premises will continue to apply and the calendar monthly rental for the first twelve (12) months of such tenancy will be equal to one twelfth of the

Rent payable during the last year of the Term of this Lease increased by four per centum (4.00%) from the commencement of such tenancy ("**Holding Over Commencement Date**"). The Rent so adjusted as at the Holding Over Commencement Date will be further adjusted by a further increased four per centum (4.00%) on each anniversary of the Holding Over Commencement Date and otherwise on the same terms and conditions (with the necessary changes) as those contained in this Lease so far as applicable.

- (b) If the Lessee vacates the Premises on the expiration of the term or sooner determination of this Lease notwithstanding that the Lessee is not in physical occupation of the Premises the Lessee will be deemed to be holding over on a daily basis at a rent to be determined in the manner specified in sub-clause 23(a) (with the necessary changes) and otherwise on the same terms and conditions (with the necessary changes) as those contained in this Lease until the Lessee has complied with the provisions of this Lease relating to rectification of the Premises and removal of the Lessee's signs notices fixtures fittings plant and equipment to the reasonable satisfaction of the Lessor.

24. Rent Review

The Rent must be reviewed at the times and in the manner specified in Item 11 of the Schedule.

25. Renewal

If the Lessee wishes to renew this Lease for the further term specified in Item 9 of the Schedule then the Lessee must request the Lessor in writing for such a renewal. The request must be received by the Lessor not less than three (3) months nor more than six (6) months before the expiry of this Lease. If at the time of the request there is no outstanding breach of this Lease by the Lessee and if after the request the Lessee does not breach this Lease then the Lessor will at the Lessee's expense grant to the Lessee a renewal of this Lease. The renewed Lease will not include a right of renewal other than for any further term specified in Item 9 of the Schedule and otherwise will be upon the same terms and conditions as this Lease. Unless the Lessor and the Lessee otherwise agree a new Lease for the renewed Lease term will be prepared by the Lessor's solicitors at the Lessee's expense and must be executed by the parties before commencement of the renewed Lease term. If this Lease has been guaranteed then the renewed Lease will automatically be deemed to be guaranteed by the same persons on the same terms unless the Lessor expressly agrees in writing to the contrary. Without limiting the previous sentence the Lessor may require a new Deed of Guarantee to be prepared by the Lessor's solicitors and executed by the same and/or other guarantors prior to commencement of the renewed Lease term.

26. Acknowledgements by Lessee

The Lessee acknowledges that:

26.1 Registered Proprietor

The Lessor is the registered proprietor of the Land and improvements.

26.2 No Warranty of Fitness

The Lessor does not warrant that the Premises will for the duration of this Lease be structurally or otherwise suitable for the business to be conducted in the Premises by the Lessee.

26.3 Copy of Lease Made Available

Prior to the Lessor and the Lessee entering into the negotiations concerning this Lease a copy of the proposed lease concerning the Premises was made available to the Lessee in compliance with section 11 of the Act.

26.4 Disclosure Statement Provided

Prior to the Lessee's execution of this Lease a disclosure statement was provided to the Lessee in compliance with section 12 of the Act.

27. No Partnership

Nothing contained in this Lease will create the relationship of partnership or of principal and agent or of joint venture between the Lessor and the Lessee and no term of this Lease will create any relationship between the Lessor and the Lessee other than the relationship of Lessor and lessee.

28. Managing Agent

The Lessor may appoint a managing agent ("**Managing Agent**") to manage the Land and any Managing Agent so appointed will represent the Lessor in all matters relating to this Lease except where the Lessor otherwise notifies the Lessee provided that any communication from the Lessor to the Lessee will to the extent of any inconsistency supersede any communication from the Managing Agent.

29. Waiver

The failure by the Lessor to insist upon strict performance by the Lessee of any terms of this Lease will not be deemed a waiver of any breach by the Lessee of any term of this Lease.

30. Severability

Every provision of this Lease will be deemed severable as far as possible from the other provisions of this Lease. If any provision is found to be void, illegal or unenforceable for any reason, it will be deemed to be severed and omitted from this Lease. This Lease with the offending provision severed and omitted and with any consequential amendment if necessary, will otherwise remain in full force.

31. Amendments

Any amendment to a term of this Lease must only be made in writing executed by the parties or duly authorised officers on behalf of the parties.

32. Entire Agreement and Agreement to Lease

The parties agree that:

- (a) if this Lease is entered into pursuant to an agreement to lease then the Lessee and the Lessor must each observe and perform all the terms and conditions to be observed or performed by them under such agreement to lease (to the extent they are not inconsistent with the terms and conditions of this Lease) which remain outstanding as at the Commencement Date;

- (b) subject to clause 32(a):
 - (1) the terms of this Lease comprise the entire agreement between the parties notwithstanding any negotiations, documents or discussions which took place or were given prior to the execution of this Lease; and
 - (2) this Lease replaces any other agreement between the parties.

33. Governing Law

This Lease must be construed according to the laws of South Australia and the parties submit themselves to the jurisdiction of the Courts of that State and any competent appellate Courts.

34. Notices

Any written Notice to be given by one party to the other must be signed by the party giving the Notice or by an officer or the duly authorised solicitor or agent of that party and must be hand delivered or sent by prepaid post or sent by email or facsimile to the address of that party shown in this Lease or to a facsimile number at that address (or any other address, email or facsimile number that a party may advise in writing) and will be deemed sufficiently given:

- (a) in the case of hand delivery on the date of delivery; or
- (b) in the case of prepaid post five (5) business days after being sent by prepaid post; or
- (c) in the case of email, at the time and date it bears or the date on which the system from which the transmission was sent indicates that the communication was sent to the recipient's system, whichever is the later; or
- (d) in the case of facsimile on receipt by the sender of a successful transmission answerback.

35. Retail and Commercial Leases Act 1995 (SA)

If the *Retail and Commercial Leases Act 1995 (SA)* applies to this Lease, then this Lease must be construed subject to the provisions of the Act.

36. Real Property Act 1886 (SA)

The covenants and powers implied in leases by virtue of sections 124 and 125 of the *Real Property Act 1886 (SA)* will apply and be implied in this Lease unless they are expressly or by necessary implication excluded or modified.

37. Conditions

This Lease is subject in all respects to the consent or approval of any person having any mortgage or encumbrance over the Land and any development or planning approval or consent being first obtained if required.

38. Consent

Unless otherwise provided in this Lease where the consent or approval of the Lessor is required such consent or approval:

- (a) means prior written consent and prior written approval;
- (b) may be given or withheld in the absolute discretion of the Lessor; and
- (c) if given may be made conditional or unconditional,

and the Lessee must pay and reimburse the Lessor any reasonable costs or fees paid or payable by the Lessor to any agents architects consultants contractors solicitors or any other person to examine or advise on any application for such consent or approval and all incidental documents and any other money reasonably expended in respect of such consent or approval.

39. Special Conditions

The Special Conditions (if any) contained in Item 14 of the Schedule form part of this Lease and if inconsistent with any other provision in this Lease will prevail.

40. Bank Guarantee

40.1 Establishment of Bank Guarantee

Contemporaneously with its execution of this Lease the Lessee must provide the Lessor with an unconditional and irrevocable bank guarantee from a trading bank located in Australia (being an ADI within the meaning of the *Banking Act 1959 (Cth)*) to and in favour of and for the benefit of the Lessor (and its successors in title in respect of the Land) being an amount stated in Item 18 of the Schedule (the "**Bank Guarantee**") as security for the due and punctual observance and performance of the Lessee's obligations under this Lease. The Bank Guarantee must include the sentence as follows: "all express and implied obligations of the Customer in accordance with its lease with the Beneficiary in respect of premises situated at 5 Langford St, Pooraka SA 5095".

40.2 Bank Guarantee Expiry Date

The Bank Guarantee must have no expiry date.

40.3 Use of Bank Guarantee

If the Lessee (in the sole opinion of the Lessor acting in good faith) fails duly and punctually to observe and perform its obligations under this Lease, then the Lessor may in its discretion (without notice to the Lessee and provided the Lessor acts in good faith) at any time appropriate and apply so much of the Bank Guarantee as it thinks necessary to compensate it for loss or damage sustained or suffered because of such failure by the Lessee to duly and punctually observe its obligations under this Lease. Any appropriation by the Lessor will not waive the Lessee's failure to duly and punctually observe its obligations under this Lease and will not prejudice any other right of the Lessor arising from such failure. For the sake of clarity, it is not a precondition to the exercise of the Lessor's rights under this clause that a Court determines whether an actual breach of this Lease has occurred.

40.4 Obligation to Reinstate Bank Guarantee

If the Bank Guarantee or any part of it is appropriated by the Lessor, then within fourteen (14) days after the date of any demand by the Lessor, the Lessee must reinstate the Bank Guarantee by extending or renewing the Bank Guarantee for the amount appropriated.

40.5 Return of Bank Guarantee at Expiration of Original Term

At the expiration of the Original Term, 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.

40.6 Upon Assignment or Transfer of Lessor's interest in the Premises

If the Lessor assigns or transfers its interests in the Premises at the request of the transferee of the Lessor's interest in the Premises, the Lessee must provide a replacement bank guarantee to the transferee in favour of the transferee on the same terms as and in exchange for the Bank Guarantee and the transferee must pay the reasonable fees charged by the ADI for the issue of the replacement guarantee.

41. Deed of Guarantee and Indemnity

It is acknowledged that this Lease (irrespective of whether the Lease is later registered or remains an unregistered equitable lease), has been granted to the Lessee at the request of the persons or corporations named in Item 19 of the Schedule (which persons or corporations are hereinafter called the Guarantor which expression will mean and include the said persons or corporations their respective executors administrators successors transferees and assigns). In consideration of such grant:

- (a) the Guarantor guarantees to the Lessor the due payment by the Lessee of all money, interest and damages and the due performance and observance by the Lessee of all the terms, covenants and obligations:
 - (1) in this Lease; or
 - (2) implied and on the part of the Lessee to be paid, performed and observed, ("**Lease Terms and Conditions**"), irrespective of whether this is a registered or an unregistered equitable lease;
- (b) the Guarantor indemnifies the Lessor and agrees always to keep the Lessor indemnified from and against all damages and all costs, losses and expenses which the Lessor suffers or incurs due to or arising directly or indirectly out of any breach or non-observance by the Lessee of any of the Lease Terms and Conditions. The Guarantor agrees that this indemnity continues and the Guarantor remains liable to the Lessor under this indemnity despite that:
 - (1) due to such breach or non-observance the Lessor has exercised any of its rights to re-enter or terminate this Lease;
 - (2) the Lessee (being a company) may be wound up or (being a natural person) may be declared bankrupt;
 - (3) the Lease Terms and Conditions may be unenforceable either in whole or in part; and
 - (4) the Lease may not be registered;
- (c) the Guarantor acknowledges and agrees that:
 - (1) the liability of the Guarantor in this Lease will not be affected by:

- (A) the granting of time, indulgence or concessions to the Lessee;
 - (B) the compounding, compromise, release, abandonment, waiver, variation, relinquishment or renewal of any of the rights of the Lessor against the Lessee;
 - (C) any neglect or omission to enforce such rights;
 - (D) any other act, matter or thing which under the law relating to sureties would or might but for this provision release the Guarantor from any obligation under this clause 41; or
 - (E) whether or not the Lease is registered;
- (2) the guarantee and indemnity given continues and remains in full force until the due performance, observance and fulfilment by the Lessee of all the Lease Terms and Conditions in accordance with the Lease Terms and Conditions;
- (3) the guarantee and indemnity will not be determined by:
- (A) the death or notice of death of the Guarantor;
 - (B) the Guarantor's bankruptcy or insolvency or entry into an arrangement, assignment or composition for the benefit of creditors;
- (4) the guarantee and indemnity will not be deemed to have been discharged if any payment by the Lessee is avoided in whole or part by the operation of law so that the Lessor does not retain the benefit of the payment;
- (5) until the Lessor has received in full all money payable by or recoverable from the Lessee, the Guarantor must not claim the benefit of any security held by the Lessor or prove in the estate of the Lessee or any guarantor in competition with the Lessor;
- (6) if the Lease contains an option for a further lease and the Lessee exercises such option, the Lessor's obligation to grant such a lease is subject to the Guarantor guaranteeing the Lessee's obligation under such lease and indemnifying the Lessor in respect of that lease in the terms of the guarantees and indemnities in this clause;
- (7) the liability of the Guarantor under this Lease will, subject to the Act, not be affected by any assignment, transfer, subletting or parting with possession by the Lessee (whether with or without the Lessor's consent) of the Premises but continues in full force and effect.
- (d) the Guarantor agrees to pay to the Lessor on demand any outstanding Rent or other amount or to compensate the Lessor for any loss or damage without the Lessor having made any claim or instituted any proceedings against the Lessee or any other person in respect of such claims or breaches.
- (e) each person being a Guarantor acknowledges that:
- (1) the due execution by each other person being a Guarantor is not a precondition either to his being bound or to delivery of the Lease to the Lessor;

- (2) the Guarantor must be bound in all respects on delivery of the Lease to the Lessor despite that any person being a Guarantor does not execute or deliver the Lease or executes the Lease by himself or his Attorney in a manner defective at law or by Attorney without adequate power; and
 - (3) the guarantee and indemnity given covers the whole period whilst the Lessee occupies or is entitled to occupy the Premises under the Lease or any extension or renewal of the Lease, or whilst holding an equitable interest over the Premises under an agreement for lease or as a periodical tenant or if holding over under this Lease.
- (f) if two or more people are Guarantor, they are jointly and severally bound with each other person named as Guarantor.
- (g) for the purpose of this Guarantee and Indemnity "Lease" extends to:
- (1) any agreement for lease entered into between the Lessor and the Lessee prior to the date of this Lease; and
 - (2) this document, irrespective of whether or not registered.

Item 10

Permissible Use

Music/Video Production/Photography Studio and Used Auto Parts Dismantling Services Only.

Item 11

Rent Review

In this Lease, a:

- (a) **"Current Market Rent Review"** is a review of the then current annual Rent of the Premises to such Rent, having regard to the terms and conditions of this Lease and other relevant matters which would be reasonably expected for the Premises if it were offered for renting at the highest and best use to which the Premises may be put under this Lease disregarding the value of any leasing incentives or inducements, the value of any goodwill created by the Lessee's occupation and the value of the Lessee's fixtures and fittings (if any), as may be agreed between the Lessor and the Lessee and failing such agreement by the relevant review date as determined by a valuation carried out by a person appointed by agreement between the Lessor and the Lessee or, failing agreement as to such person, appointed on the application of either party by the person for the time being holding or acting in the office of President of the Australian Property Institute Incorporated (SA Division) whose costs must be borne in accordance with the provisions contained in the Act. The valuer will act as an expert and not as an arbitrator.
- (b) **"CPI"** means the Consumer Price Index (All Groups) for Adelaide published from time to time by the Australian Bureau of Statistics or by the Commonwealth of Australia or by any other body authorised by the Commonwealth of Australia to do so
- (c) **"CPI Rent Review"** is a review of the then current annual Rent of the Premises to an amount calculated by changing the Rent payable by the Lessee during the year immediately preceding the review date (disregarding any rent free period or other incentive) by a percentage figure equal to the amount (expressed as a percentage) by which the CPI has changed during the one year period immediately preceding the relevant review date provided that if during the term the Consumer Price Index ceases to be published or substantially changes, the Lessor will select another similar index or indicator of changes in consumer costs in lieu of the Consumer Price Index for the purposes of this definition.

The following rent reviews will be determined effective from the dates stated below:

- (a) For the Original Term:
- 1 December 2017: CPI Rent Review.
 - 1 December 2018: CPI Rent Review.

(b) If renewed for the Further Term:

- 1 December 2019: Current Market Rent Review.
- 1 December 2020: CPI Rent Review.
- 1 December 2021: CPI Rent Review.

Terms of Rent Review:

1. The failure or neglect of the Lessor to initiate or require a Rent review in respect of the Premises pursuant to this Item as at the review date (in the absence of either the Lessor having notified the Lessee that it does not require a Rent review to occur in respect of any particular Rent review date or mutual agreement in writing between the Lessor and the Lessee that the Lessor will not so initiate or require any such determination) will not prevent impede or restrict the Lessor at any time after the due review date from requiring the Rent to be reviewed as of and with effect from the due date for such review and any such failure or neglect or other fact or event in consequence of which the Rent is not reviewed on the review date will not create any estoppel against the Lessor or prevent the Lessor from requiring the Rent to be reviewed as of and in respect of any such review date.
2. The agreement or determination of the current market Rent for the Premises pursuant to this Item 11 must be carried out as at and from the review date.
3. Where the new Rent applicable is not determined until after the review date then the instalments of the Rent will be deemed to be varied as and from the review date. Any adjustment necessary in respect of any underpayment of any instalment paid after any review date at the rate previously applicable must be paid by the Lessee to the Lessor and any overpayment must be paid by the Lessor to the Lessee forthwith upon the new Rent applicable being agreed or determined.

Item 12

Outgoings

1. The Lessee must in respect of each year or part of a year during this Lease reimburse or pay to the Lessor the Lessee's contribution to the Outgoings relative to such year or part year.
2. The Lessee's contribution to the Outgoings will be the proportion that the net lettable area of the Premises bears to the total net lettable area of the improvements on the Land except that if an outgoing is incurred solely for the benefit of the occupants of the Premises, solely in respect of the Premises or is separately assessed to the Premises then the proportion of that outgoing payable by the Lessee will be 100% and provided further that the Lessor may allocate solely to a particular lessee or particular lessees (including the Lessee) any item or items (or a proportion thereof) constituting part of the Outgoings which in the Lessor's reasonable opinion was incurred in respect of such lessee or lessees (whether alone or together with other lessees) or the

Premises and not all the lessees or tenancies or Common Areas in the Building.

3. **Outgoings** means:

- 3.1 all rates, taxes and levies (including but not limited to council rates, water and sewerage rates, the Emergency Services Levy imposed pursuant to the *Emergency Services Funding Act 1998* (SA) (as amended) and any car park tax) and similar charges payable in respect of the Land or any part of the Land (excepting any such charges which the Lessor is not lawfully able to recover from the Lessee);
- 3.2 all insurance premiums payable by the Lessor in respect of the insurance of the Land (including all the Lessor's fixtures fittings plant and equipment) against fire storm tempest earthquake breakdown and such other risks as the Lessor reasonably considers it appropriate to insure against, building owner's public risk insurance, worker's compensation insurance, loss of Rent insurance and such other insurances as the Lessor reasonably effects in respect of the Land (and any excess payable in respect of any claim);
- 3.3 the cost of maintaining, repairing, lighting and cleaning (including graffiti and garbage removal) the Common Areas;
- 3.4 gardening and landscaping expenses in respect of the Land;
- 3.5 expenses incurred in caretaking and in connection with the security of the Land;
- 3.6 expenses incurred in the painting, maintenance and repair of the buildings erected upon the Land including but not limited to the removal of any graffiti from such buildings (other than expenses of a structural nature);
- 3.7 expenses associated with the maintenance and repair of toilets, plant and machinery (including airconditioning plant) and other fixtures and fittings, electrical services, fire protection services, fire extinguishers, facilities and procedures, plumbing services, parking areas, smoke or thermal alarms, pumps, hot water service and other facilities or services from time to time provided by the Lessor for the tenants and occupiers of the Land;
- 3.8 expenses of management control and administration of the Land, including (but not limited to) costs of auditing the Outgoings of the Land and the costs of providing the auditor's statements pursuant to the *Retail and Commercial Leases Act 1995* (SA) and the fees paid to

managing agents and their employees and subcontractors in the general management of the Land;

3.9 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 hire and maintenance expenses and other services and requirements furnished or supplied to the Land for the general benefit or purpose of the Land; and

3.10 any monies payable pursuant to any maintenance contracts including any comprehensive maintenance contracts taken out by the Lessor in relation to any services or facilities provided in respect of the Land or any part of the Land.

4. Payments by the Lessee on account of Outgoings will be due within fourteen (14) days of demand.

5. Notwithstanding paragraph 4 of this Item of the Schedule the Lessor may provide the Lessee with an estimate of the Lessee's contribution to Outgoings over a particular period. The Lessee must then pay to the Lessor during that period such estimate by equal monthly payments in advance on the same day that the Rent is due. As soon as practicable after the end of the relevant period the Lessor will give the Lessee a statement giving reasonable details of the actual Outgoings for the period and indicating the amount of the Lessee's contribution to those Outgoings ("**notice of adjustment**"). Any necessary adjustment between the estimated and actual Lessee's contribution to Outgoings will be made and any necessary payment to give effect to the adjustment will be made as soon as practicable and if the law requires within fourteen (14) days of the date of receipt by the Lessee of the Lessor's notice of adjustment.

Item 13 **Frequency of Repainting**

At or immediately before the expiration or earlier cancellation of this Lease.

Item 14 **Special Conditions**

Not applicable.

Item 15 **Public Risk Insurance**

Twenty Million Dollars (\$20,000,000.00).

Item 16 **Interest Rate**

A rate of interest equal to the reference rate of interest charged from time to time by the Commonwealth Bank of Australia on overdrafts of less than One Hundred Thousand Dollars (\$100,000.00) plus two per centum (2.00%).



The Registrar-General certifies that this Title Register Search displays the records maintained in the Register Book and other notations at the time of searching.



Registrar-General

Certificate of Title - Volume 5112 Folio 1

Parent Title(s) CT 4185/293
Dealing(s) CONVERTED TITLE
Creating Title
Title Issued 11/03/1993
Edition 3
Edition Issued 11/11/2008

REAL PROPERTY ACT, 1886



South Australia

Estate Type

FEE SIMPLE

Registered Proprietor

MAIONE CO. PTY. LTD. (ACN: 087 297 327)
OF C/- PBD PARTNERS 26 GORGE ROAD PARADISE SA 5075

Description of Land

ALLOTMENT 11 DEPOSITED PLAN 11032
IN THE AREA NAMED POORAKA
HUNDRED OF YATALA

Easements

NIL

Schedule of Dealings

NIL

Notations

Dealings Affecting Title

NIL

Priority Notices

NIL

Notations on Plan



NIL

Registrar-General's Notes

NIL

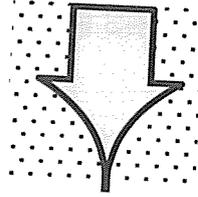
Administrative Interests

NIL

**SIGN
HERE**

2016

EXECUTED AS A DEED on



LESSOR

EXECUTED by MAIONE CO. PTY LTD
ABN 35 087 297 327 in accordance with Section 127
of the Corporations Act 2001:

.....
Domenico Maione
Director

.....
Maria Antonietta Maione
Director

LESSEE

EXECUTED by G & P AUSTRALIA PTY LTD
ABN 79 607 013 343 in accordance with Section 127
of the Corporations Act 2001:

.....
Jaskiran Preet Kaur Hundal
Sole Director and Company Secretary

GUARANTOR

.....
Signature of **JASKIRAN PREET KAUR HUNDAL**

.....
Signature of WITNESS - Signed in my presence by
JASKIRAN PREET KAUR HUNDAL who is either personally
known to me or has satisfied me as to his or her identity. A
penalty of up to \$2000 or 6 months imprisonment applies for
improper witnessing.

CLAUDIO ASPRENTZ

.....
Print Full name of Witness (BLOCK LETTERS)

516 LOWER NORTH EAST ROAD

CAMPBELLTOWN SA 5074

.....
Address of Witness

.....
Business Hours Telephone No *(08) 83363899*

OPERATIVE CLAUSE **Delete the inapplicable*

The Lessor LEASES TO THE LESSEE the land *above I *hereinafter described and the LESSEE ACCEPTS THIS LEASE of the land for the term and at the rent stipulated, subject to the covenants and conditions expressed *herein / *in Memorandum No. _____ and to the powers and covenants implied by the *Real Property Act 1886* (except to the extent that the same are modified or negatived below).

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

Not Applicable.

CONSENTS OF MORTGAGEES AND SECTION 32 DEVELOPMENT ACT 1993 CERTIFICATION

This Lease does not contravene Section 32 of the Development Act 1993.



DATED

CERTIFICATION **Delete the inapplicable*

Lessor(s)

- *The Prescribed Person has taken reasonable steps to verify the identity of the Lessor.
- *The Prescribed Person holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
- *The Prescribed Person has retained the evidence to support this Registry Instrument or Document.
- *The Prescribed Person has taken reasonable steps to ensure that the Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Signed By:

Ian Sorich
 Legal Practitioner
 for: Sorich Legal Pty Limited (ABN 87 600 477 003)
 on behalf of the Lessor

Lessee(s)

- *The Prescribed Person has taken reasonable steps to verify the identity of the Lessee.
- *The Prescribed Person holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
- *The Prescribed Person has retained the evidence to support this Registry Instrument or Document.
- *The Prescribed Person has taken reasonable steps to ensure that the Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Signed By:

Name of certifying party:

Capacity of certifying party".....

for:
 on behalf of the Lessee