

**LEASE**  
New South Wales  
Real Property Act 1900

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**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

**STAMP DUTY**

Revenue NSW use only

(A) **TORRENS TITLE**

Property leased  
Suite 106, 90-122 King Street Newtown NSW being the whole of the land in Folio Identifier 35/SP58043

(B) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE <b>L</b>
	Reference:	

(C) **LESSOR**

Strategic Mortgage Solutions Pty Limited ACN 103 431 143

The lessor leases to the lessee the property referred to above.

(D)

Encumbrances (if applicable):

(E) **LESSEE**

Fatherson Financial Pty Limited ACN 160 496 980

**TENANCY: CLICK & PICK**

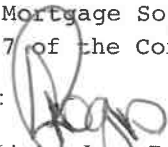
(G)

- TERM** Five (5) Years
- COMMENCING DATE** 22 October 2017
- TERMINATING DATE** 21 November 2022
- With an **OPTION TO RENEW** for a period of Five (5) years set out in clause 2.2 of Annexure "A"
- With an **OPTION TO PURCHASE** set out in clause N.A. of N.A.
- Together with and reserving the **RIGHTS** set out in clause N.A. of N.A.
- Incorporates the provisions or additional material set out in **ANNEXURE(S) "A"** hereto.
- Incorporates the provisions set out in N.A. No. N.A.
- The **RENT** is set out in clause No. 3 of Annexure A

**DATE**

(H) Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the company named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

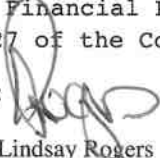
Company: Strategic Mortgage Solutions Pty Limited  
Authority: section 127 of the Corporations Act 2001

Signature of authorised person:   
Name of authorised person: Lindsay James Rogers  
Office held: Sole Director/Secretary

Signature of authorised person:  
Name of authorised person:  
Office held:

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the company named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Company: Fatherson Financial Pty Limited  
Authority: section 127 of the Corporations Act 2001

Signature of authorised person:   
Name of authorised person: Lindsay Rogers  
Office held: Director

Signature of authorised person:   
Name of authorised person: Matthew Rogers  
Office held: Director

(I) **STATUTORY DECLARATION \***

I solemnly and sincerely declare that—

- 1. The time for the exercise of option to \_\_\_\_\_ in expired lease No. \_\_\_\_\_ has ended; and
- 2. The lessee under that lease has not exercised the option.

I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act 1900.

Made and subscribed at \_\_\_\_\_ in the State of New South Wales on \_\_\_\_\_  
in the presence of \_\_\_\_\_ of \_\_\_\_\_,  
 Justice of the Peace (J.P. Number: \_\_\_\_\_)  Practising Solicitor  
 Other qualified witness [specify] \_\_\_\_\_

# who certifies the following matters concerning the making of this statutory declaration by the person who made it:  
1. I saw the face of the person OR I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had a special justification for not removing the covering; and  
2. I have known the person for at least 12 months OR I have confirmed the person's identity using an identification document and the document I relied on was a \_\_\_\_\_ [Omit ID No.]

Signature of witness: \_\_\_\_\_ Signature of applicant: \_\_\_\_\_

\* As the services of a qualified witness cannot be provided at lodgment, the declaration should be signed and witnessed prior to lodgment. # If made outside NSW, cross out the witness certification. If made in NSW, cross out the text which does not apply.

THIS IS THE ANNEXURE "A" TO THE LEASE BETWEEN **Strategic Mortgage Solutions Pty Limited ACN 103 431 143** as custodian of the real property of **L J and JM Rogers Superannuation Fund (Landlord)** and **Fatherson Financial Pty Limited ACN 160 496 980 (Tenant)**

SCHEDULE

Item	Term	Definition
1	Landlord	<b>Strategic Mortgage Solutions Pty Limited ACN 103 431 143</b>
2.	Tenant	<b>Fatherson Financial Pty Limited ACN 160 496 980</b>
3	Guarantor	Not applicable
4	Land	Lot 35 in Strata Plan 58043 being the whole of the land in 35/SP58043
5	Premises	Suite 106, 90 - 122 King Street Newtown NSW plus two (2) car spaces to be allocated in accordance with Clause 6.5.
6	Commencing Date	22 October 2017
7	Expiry Date	21 October 2022
8	Further Term	Five (5) years commencing on 22 October 2022 and expiring on 21 October 2027
9	Base Rent	Eighty-four Thousand Dollars (\$84,000.00) per annum by monthly instalments of Seven Thousand Dollars (\$7,000.00) The Base Rent is exclusive of the GST.
10	Review Dates	On the anniversaries of the lease and on the anniversaries of the renewed term there shall be a Fixed Rent Increase by 3.5% of the rent being paid immediately prior to the Rent Review. On the Commencement of any

renewed term there shall be a Market Rent Review conducted in accordance with Clause 3.3.

11	Bank Guarantee	In an amount equal to three (3) months rental plus GST and Outgoings, initially \$. This amount will be increased on the third anniversary of the lease to reflect the amount of the rent, GST and Outgoings at that time.
12	Permitted Use	As offices for the conduct of a mortgage broking and financial services business
13	Public Insurance Risk	Twenty Million Dollars (\$20,000,000)
14	Base Rent on Renewed Lease	Not applicable
15.	Tenant's proportion of the Outgoings	100%

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## 1. INTERPRETATION

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### 1.1 Definitions

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The following definitions, together with those in the Schedule, apply unless the context requires otherwise.

**Building** means the buildings standing on the Land situated at Barwell Avenue and Cecil Avenue Castle Hill and known as The Barwell Centre and Lawton House

**Centre** means the Land and the Building

**common areas** means all areas in the Building and the Centre which are not let to tenants of the Landlord

**CPI** means the Consumer Price Index for Sydney (All Groups) published by the Australian Bureau of Statistics. If the CPI no longer exists, it means an index that the President of the Institute decides reflects changes in the cost of living in Sydney.

**CPI Review** means review in accordance with clause 3.2.

**Current Market Rent Review** means review in accordance with clause 3.3

**GST** means the Goods and Services Tax payable according to the *A New Tax System (Goods and Services Tax) Act, 1999*.

**financial year** means the year ending on 30 June in each year.

**Institute** means the Australian Property Institute (NSW Division) or its successor.

**Item** means an item in the Schedule.

**Land** means the land described in Item 4.

**Law** includes any requirement of any statute, regulation, proclamation, ordinance or by-law, present or future, and whether state, federal or otherwise.

**Lease Year** means each year (or part of it) starting on the Commencing Date or an anniversary of the Commencing Date.

**Net lettable area** means the area of the premises as measured by the method employed in accordance with the Property Council of Australia publication *1997 Method of Measurement* as that publication may stand revised at the time the net lettable area falls to be determined in accordance with the Lease

**Operating Expenses** means

- (i) the costs of maintenance and maintenance contracts for services provided within the Building such as, but not limited to, cleaning, any gardening, maintenance and upkeep (including but not limited to plant and machinery, lifts and fire prevention services;



- (ii) the cost of providing management limited to 2% of total gross rental income from the building; and
- (iii) the costs of electricity, water and other services incurred in connection with the common areas of the Building,

but excluding costs of a structural or capital nature.

**Outgoings** has the meaning given in clause 4.1.

**Premises** means the premises described at Item 5

**Total Net Lettable Area** means the total of the net lettable area in the Building

**Valuer** means a full member of the Institute of not less than five years' standing, who holds a licence to practise as a valuer of commercial residential and retail premises.

## 1.2 General

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Headings are for convenience only and do not affect interpretation. The following rules of interpretation apply unless the context requires otherwise.

- (a) The singular includes the plural and conversely.
- (b) A gender includes all genders.
- (c) A person includes an individual and a corporation.
- (d) A reference to any party to this lease includes its successors and assigns.
- (e) A reference to a right or obligation of any two or more Tenants or Guarantors confers that right, or imposes that obligation, on each of them individually and both (or all) of them together.
- (f) A reference to legislation includes an amendment of or substitution for it and a regulation or statutory instrument issued under it.
- (g) Each schedule of, annexure to and/or exhibit relating to this lease forms part of it.
- (h) A reference to conduct includes any omission, statement or undertaking, whether or not in writing.
- (i) "Substantial" means not merely nominal.
- (j) Unless stated otherwise, one word or provisions does not limit the effect of another.
- (k) Reference to the whole includes a part.
- (l) All obligations are taken to be required to be performed duly and punctually.
- (m) Where anything is permitted in an "emergency" the opinion of the landlord (acting reasonably) as to the existence or non-existence of that state of affairs is conclusive.



- (n) Anything due to be done on a Saturday, Sunday or a public holiday in NSW may be done on the next business day, except the Tenant's obligations under clause 6.2.
- (o) Every obligation by the Tenant is taken to include an obligation by the Tenant to ensure that each of his employees and others under his control comply with that obligation.
- (p) If under this lease the Tenant requires the consent, approval or agreement of the Landlord for any action, he must obtain it in writing before he starts to take that action.

## 2. TERM

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### 2.1 Length of lease

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This lease starts on the Commencing Date and its provisions bind the parties on and from that date, whenever the lease is executed or dated. It ends at midnight on the Expiry Date.

### 2.2 Option to renew

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- (a) If:
  - (i) the Tenant gives a notice to the Landlord, not later than six (6) months before the Expiry Date, that the Tenant requires a further lease; and
  - (ii) at the Expiry Date the Tenant is not in default under this lease,the Landlord must give the Tenant a lease of the Premises for the Further Term, commencing on the day after the Expiry Date.
- (b) That further lease will be on the same terms as this lease, except that:
  - (i) the Commencing Date (at Item 6) and the Expiry Date (at Item 7) are those dates specified in Item 8 of this lease;
  - (ii) the Further Term (at Item 8) is marked "Not applicable";
  - (iii) the Base Rent (at Item 9) will be calculated in accordance with clause 3.2 or 3.3 (as shown in Item 14);
  - (ii) the Review Dates (at Item 10) will be amended to read "On the second, third and fourth anniversaries of the Commencing Date there shall be a CPI Review."; and
  - (ii) this clause 2.2 will be omitted, and Item 14 will not apply.



### 2.3 Monthly tenancy

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If the Tenant continues to occupy the Premises after the Expiry Date, he must pay the rent payable in the year before the Expiry Date and will occupy the Premises on the other terms of this lease, except that either party may end the tenancy at any time by giving one month's notice expiring at any time to the other.

### 3. BASE RENT

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#### 3.1 Payment

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The Tenant must pay Base Rent, shown in Item 9, and without deductions of any kind, by monthly instalments in advance, at the address in Item 1 or at any other address notified by the Landlord to the Tenant.

#### 3.2 CPI rent review

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On each Review Date for which a CPI Review is specified in Item 10, the Base Rent will be varied in accordance with the following formula.

$$R = A \times \frac{B}{C}$$

Where:

R = the Base Rent payable for the following Lease Year;

A = the Base Rent payable during the Lease Year just ended;

B = the CPI last published before the end of the Lease Year just ended; and

C = the CPI last published before the start of the Lease Year just ended.

On each Review Date for which a Fixed Rent Increase is specified in item 10, the Base Rent will be increased in accordance with the amount shown in item 10.

#### 3.3 Market Rent Review

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- (a) On each Review Date for which a Current Market Rent Review is specified in item 10 the base rent will be increased to current market rent at the Review Date. No Market Rent Review is to result in a rent which is less than that being paid immediately prior to the Market Rent Review.
- (b) If the Landlord and the Tenant do not agree as to what the actual amount of that rent is to be, the amount of the rent is to be determined by valuation carried out by a person appointed by agreement between the parties to the lease or, failing agreement, appointed by the person for the time being holding or acting in the office of President of the Institute of Valuers and Land Economists (NSW Division) Inc.
- (c) A valuation for the purposes of paragraph (b) is to be a "speaking valuation" (that is, the valuer must give detailed reasons for his or her determination and must specify the matters to which he or she had regard for the purposes of making his or her determination). The





valuation must take into account the value to the Tenant of the Fit-out made possible by the Fit-out Sum paid in accordance with Clause 19 of this Lease.

- (d) The parties to the lease are to pay the costs of a valuation pursuant to the procedure set out in paragraph (b) in equal shares.

### 3.4 GST

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- (a) The Base Rent is exclusive of the GST
- (b) The Tenant must pay the GST payable upon the Base Rent or any instalment of the Base Rent at the same time as and in the same manner as the Base Rent.
- (c) The Landlord will provide the Tenant with a tax invoice for rent paid.
- (d) The Tenant need not pay an amount on account of GST unless the Landlord first provides to the Tenant a valid tax invoice in accordance with the *A New Tax System (Goods and Services Tax) Act, 1999*.

### 3.5 RENT NOT TO DECREASE FOLLOWING RENT REVIEW

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Rent will not decrease following a Rent Review to below that which was being paid before the Rent Review.

## 4. OUTGOINGS

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### 4.1 Definition

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"Outgoings" means all amounts reasonably paid by the Landlord in respect of the Premises, including:

- (a) council and water rates and charges including usage charges;
- (b) land tax (calculated on the basis that the only properties owned by the Landlord are the properties comprised in Certificate of Title Volume 14866 Folio 250 and Folio Identifier 1042/878954);
- (c) the cost of all repairs and maintenance (excluding structural repairs and capital costs);
- (d) the cost of premiums for insurances effected by the landlord to cover the loss or damage from all usual risks and including loss of rent insurance and of public liability insurance for common areas in the Building and its curtilage;
- (e) the Operating Expenses of the Building;

### 4.2 Tenant's contribution

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The Tenant must pay to the Landlord the tenant's proportion of the Outgoings in each Lease Year as set forth in Item 15 but if there is no proportion stated in Item 15, then the proportion shall be the proportion which the Net Lettable Area of the Premises bears to the Total Net Lettable Area.



#### 4.3 Landlord's estimate

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The Landlord must give the Tenant its written estimate of Outgoings that the Tenant must pay:

- (a) for the period of that part of first Lease Year to the end of the then current financial year, before the Commencing Date; and
- (b) for each following financial Year, no later than two months after the start of that financial year.

#### 4.4 Payments on account

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The Tenant must pay to the Landlord, on account of his contribution to Outgoings, one twelfth of the Landlord's estimate, with each monthly instalment of Base Rent.

#### 4.5 Expenditure statements

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Within two months after the end of each financial Year, the Landlord must upon request make available for inspection by the Tenant details of the Outgoings actually spent by the Landlord during the last twelve months.

#### 4.6 Yearly adjustment

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Within two months after the end of each financial Year, the Tenant must pay to the Landlord, or the Landlord must credit to the Tenant (as appropriate) the difference between the amount paid by the Tenant on account of Outgoings during that Lease Year and the amount actually payable by the Tenant.

#### 4.7 Accountant's report

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Within three months after the end of each financial Year, the Landlord must give the Tenant a written report from the Landlord's accountant showing how much should be credited in respect of Outgoings paid by the Tenant on account to the Landlord or to the Tenant as the case may be.

### 5. OTHER MONEYS PAYABLE BY TENANT

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#### 5.1 Service charges

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The Tenant must pay for all services, including water, electricity, gas and telephone, directly supplied to the Premises and where it is possible to do so, shall deal in its own name with the supplier of such services.



## 5.2 Interest for late payment

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If the Tenant does not pay any money owing to the Landlord under this lease within 14 days after the due date, he must pay interest on that money at a rate 2% above the overdraft interest rate charged by the Commonwealth Bank of Australia. That interest will be charged from the due date until the money is paid.

## 5.3 Legal costs

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The Tenant must pay to the Landlord the Landlord's reasonable legal and other costs and expenses arising out of this lease, including those incurred:

- (a) in the preparation, negotiation and settling the terms of this lease including the costs of taking necessary instructions from the Landlord and of advising the Landlord in relation to the lease;
- (b) in relation to an assignment, subletting or surrender;
- (c) in considering a request for any consent or approval by the Landlord;
- (d) as a result of a default by the Tenant; and
- (e) in registering this lease or any other document relating to it (but not for any mortgagee consent/production costs).
- (f) The costs if any paid by the Landlord in obtaining Development Approval for the Tenant's Permitted use; and
- (g) Any other cost of any kind incurred by the Landlord in attending to or satisfying a request by the Tenant for the Landlord to do something which the Landlord is not required to by this Lease.

## 6. CONDUCT OF BUSINESS

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### 6.1 Use of Premises

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The Tenant may use the Premises only for the Permitted Use, unless the Landlord consents to another use.

### 6.2 Operation of business

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The Tenant must operate the business which it is permitted to operate from the Premises in an efficient and businesslike manner Monday to Friday between the hours 9 am to 5pm (other than on public holidays in NSW). The Tenant may operate the business during any other hours. For the avoidance of doubt, the Tenant acknowledges that a breach of this covenant, other than a minor breach, will entitle the Landlord to terminate this lease.



### 6.3 Compliance with Law

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The Tenant must at his cost comply with all Laws, and with the requirements of any authority which has jurisdiction, relating to the Tenant's specific use of the Premises.

### 6.4 Compliance with the By-Laws

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The Landlord may make By-Laws in respect of the Building and the common areas. The By-Laws must not conflict with any provision of the Lease but may expand on the obligations contained in it in order to ensure the proper, safe and secure operation of the Building and the Common Areas. The By-Laws may be varied from time to time.

The Tenant must comply with the By-Laws in effect in respect of the Building and common areas from time to time and use all of its reasonable endeavours to ensure that every visitor, contractor, licensee or invitee of the Tenant also complies with those By-Laws. The Landlord must make available to the Tenant a copy of the by-laws in effect from time to time upon request.

### 6.5 Parking

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- (a) Unless this Lease states otherwise at Item 5, there is no parking available to the Tenant in the Building. If the Tenant, its servants or contractors use the publicly available parking in the Building at any time, they do so at the will of the Landlord who may require that they cease and desist such use at any time if, the Landlord reasonably determines that it is in the best interests of all tenants that such use should be forbidden.
- (b) If this Lease states that there is parking available to the Tenant, the Landlord reserves the right to determine which car spaces the Tenant must use from time to time, and the Tenant must ensure that only those spaces are used by the Tenant or the Tenant's servants or contractors.

### 6.6 Nuisance

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The Tenant must not do anything which is or may become a nuisance or annoyance to the Landlord or other person. In particular, the Tenant must not use any sound or light equipment which may be heard or seen outside the Premises and which, in the Landlord's opinion, may cause a nuisance.

### 6.7 No abandonment

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The Tenant must not abandon the premises at any time during the Term without the consent of the Landlord who may refuse consent without assigning reasons for the refusal. For the sake of clarity, it is agreed that if the Tenant ceases carrying on any substantial business within the Premises, the Tenant will be taken to have abandoned the Premises.

### 6.7 No arrangements as to exclusivity

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The Tenant acknowledges that the Landlord has made no representation or promise that the Tenant will be the only tenant in the Building who conducts the business which the Tenant proposes to operate in the Building and

the Landlord may, in its absolute discretion, let any part of the Building to a tenant who will, or permit allow or suffer an existing tenant in the Building to, also conduct that business.

~~7. PERSONAL GUARANTEE/BANK GUARANTEE~~

~~The Guarantor covenants with the Landlord as follows—~~

- ~~(a) The Guarantor guarantees to the Landlord payment of all moneys, and performance of all other obligations, by the Tenant under this lease.~~
- ~~(b) If the Landlord incurs any loss as the result of a default by the Tenant under this lease, the Guarantor will indemnify the Landlord against that loss.~~
- ~~(c) The Guarantor's liability under paragraphs (a) and (b) will not be affected:
  - ~~(i) if the Landlord allows any concession to the Tenant;~~
  - ~~(ii) if the Landlord does not sue the Tenant;~~
  - ~~(iii) if this lease is varied or assigned;~~
  - ~~(iv) if the Landlord terminates or exercises any other right under this lease;~~
  - ~~(v) if the Tenant dies or becomes incompetent or insolvent; or~~
  - ~~(vi) if there is more than one Guarantor, if any other of them has not signed this lease.~~~~
- ~~(d) The liability of the Guarantor will continue until the Tenant has paid all moneys, and performed all the Tenant's other obligations, under this lease. If, but only if, the Tenant procures a guarantee of performance of the obligations of the Tenant under this lease from a person of sound financial means and on terms which are reasonably satisfactory to the Landlord (and it is agreed that the terms of this guarantee are such reasonable terms), and in the Landlord's reasonable opinion, the proposed guarantee is at least as good security as that of the Tenant given under this lease, the Guarantor's liability will be discharged upon the giving of that guarantee.~~
- ~~(e) The Tenant will on the Commencing Date or earlier provide the Landlord with a bank guarantee by which a bank holding a full banking licence under the Banking Act (Cth) unconditionally promises to pay the Landlord an amount equal to the figure shown in Item 11. The Landlord must not make demand for money from the issuing bank unless the Tenant is in default and, no later than 2 months after the Termination Date, if there is no subsisting default, must deliver the bank guarantee to the Tenant. Subject to the foregoing, the Landlord may make demand on the guarantee for the payment to it of moneys required to make good any money default without notice to, or the consent of, the Tenant.~~

## 8. MAINTENANCE OF PREMISES

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### 8.1 Repair

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The Tenant must:

- (a) keep the Premises, including any shop front and all fixtures and fittings in them, in good repair and condition;
- (b) keep the Premises clean and tidy;
- (c) make good and repair any damage caused to the Premises by the Tenant, its employees or others under his control;
- (d) every five (5) years of the Tenant's occupation of the premises or on or before the Expiry Date if that date is earlier than five (5) years all paintable surfaces which are painted at the Commencement Date with two (2) coats of good quality paint, all in a good and workmanlike manner and in a neutral colour approved by the Landlord
- (e) notify the Landlord and the proper authority promptly of any infectious illness or disease in the Premises which must be notified to an authority and, if that infectious illness or disease is confined to the Premises, the Tenant must disinfect the Premises to the satisfaction of the Landlord and that authority; and
- (f) if any contamination occurs on the Premises report the occurrence to the Landlord immediately. To the extent the contamination was caused or contributed to by the Tenant, the Tenant shall at its own cost immediately make good the contamination.

### 8.2 Alterations

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The Tenant must not make any alterations or additions to the Premises without the approval of the Landlord and of any authority whose approval is necessary to enable the work to be lawfully carried out. The Tenant must give the Landlord plans and specifications for the proposed work, and pay any reasonable fees charged by the Landlord's architect for advising on them.

### 8.3 Signs

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The Tenant must not put any sign visible from the outside of the Premises or inside of the shop front of the Premises without the approval of the Landlord. The Landlord shall not unreasonably withhold consent for the erection of a sign of a type colour and dimension that will enable a member of the public looking for the Premises and the Tenant to locate them. If the Landlord does consent to the erection of a sign, the consent is taken to include a condition that at the end of the lease or of any extension of the lease, the sign will be removed and the Building made good to the condition it was in before the sign was erected.

### 8.4 Air-conditioning and door opening/closing devices

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The Tenant must keep in good order and condition the air-conditioning system and any automatic door opening and closing devices in the Premises. The Tenant must at its own cost take out and maintain at all times during the



term of this Lease a maintenance contract for the proper maintenance of any air-conditioning system and automatic door system which provides services only to the Premises. The Tenant must produce to the Landlord on request a copy of this contract and any other evidence to show that the contract is current from time to time. If, but only if, the Tenant has complied with its obligations in this clause the Tenant is not responsible for capital repair and replacement of the air conditioning system or any automatic door opening and closing devices if they are beyond economical repair. If the Tenant has not complied with this clause, the Tenant is responsible for the replacement of the air conditioning system or any automatic door opening and closing devices if they are beyond economical repair.

#### 8.5 Waste disposal

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The Tenant must use the waste disposal facilities provided by the Landlord and in the manner prescribed by the By-laws from time to time. The Tenant must not dispose of sharps or biological waste in the waste disposal facilities provided but must make arrangements for the proper, reliable and lawful disposal thereof at the Tenant's own cost and provide details thereof to the Landlord at any time upon request.

#### 8.6 Maintenance contracts

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The Tenant must at its own cost maintain all mechanical, electronic or other fittings devices or equipment belonging to the Landlord in the Premises for the use of the Tenant (including, without limitation to the foregoing expression, automatic closing doors and fire protection equipment) in accordance with the manufacturer's instructions and will at its own cost take out and maintain at all times during the term of this Lease a maintenance contract for the proper maintenance of any such fittings devices or equipment. The Tenant must produce to the Landlord on request a copy of this contract and any other evidence to show that the contract is current from time to time. The Tenant is not responsible for capital repair and replacement of these devices.

#### 8.7 Vacation

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At the end of the lease the Tenant must, at his cost:

- (a) but for 8.7 (b), vacate the Premises and give them back to the Landlord in the same condition as they were in at the start of the lease, fair wear and tear only excepted; and
- (b) leave all partitions and walls in place, unless required by the Landlord in writing to remove it; and
- (c) remove all the Tenant's property from the Premises. Anything left will become the property of the Landlord, which may keep it, or dispose of it at the Tenant's cost.
- (d) comply with Clause 8.1 (d) of this Lease

### 9. INSURANCE AND RISK

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#### 9.1 Insurance by Tenant

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The Tenant must maintain with reputable insurers insurance policies covering:

- (a) public liability for the amount in Item 13;

- (b) industrial special and all other usual risks, covering the Tenant's property in the Premises for its full value;
- (c) industrial special and all other usual risks, covering the Landlord's property (including, without limiting the generality of the foregoing expression, the Landlord's fit-out) in the Premises for its full value but if no such insurance is obtained, it will not be a breach of this covenant if the Tenant indemnifies the Landlord for all of the costs arising from the breakage or damage to any of the Landlord's property, including but not limited to the costs of replacement of partitions, walls and non-fixed equipment;
- (c) worker's compensation; and
- (e) plate glass for its replacement value in respect of any plate glass installed in any window in the premises (but if no such insurance is obtained, it will not be a breach of this covenant if the Tenant indemnifies the Landlord for all of the costs arising from the breakage or damage to any plate glass, including but not limited to the costs of replacement of that plate glass); and
- (f) any other insurances which in the reasonable opinion of the Landlord are should be taken out by a prudent operator of the business which the Tenant operates in the Premises.

## 9.2 Evidence of insurance

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The Tenant must upon request give the Landlord satisfactory evidence of his insurance.

## 9.3 Effect on Landlord's insurance

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The Tenant must not do anything which may make the Landlord's insurance invalid or capable of cancellation, or that may increase the Landlord's insurance premium.

## 9.4 Tenant's risk

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The Tenant uses and occupies the Premises, and carries out all work in them, at his own risk.

## 9.5 Release of Landlord

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The Tenant releases the Landlord from any liability for loss, damage, injury or death occurring in the Premises, except to the extent that it is caused by negligence on the part of the Landlord, its employees or others under its control.

## 9.6 Indemnity by Tenant

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The Tenant must indemnify the Landlord against any liability for loss, damage, injury or death to the extent caused by:

- (a) any act or omission on the part of the Tenant, his employees or others under his control;
- (b) the Tenant's use or occupation of the Premises; or



- (c) services to the Premises except to the extent it is caused by negligence on the part of the Landlord, its employees or others under its control.

## 10. DAMAGE AND DESTRUCTION

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### 10.1 Termination of lease

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If the Premises are destroyed or damaged, and:

- (a) the Landlord notifies the Tenant that the Landlord considers that the damage is such as to make its repair impracticable or undesirable, the Landlord or the Tenant may terminate this lease without compensation by giving not less than seven days' notice to the other; or
- (b) the Landlord fails to repair the damage within a reasonable time after the Tenant requests the Landlord in writing to do so, the Tenant may terminate this lease by giving not less than seven days' notice to the Landlord.

### 10.2 Reduction of rent

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If the Premises are destroyed or damaged:

- (a) the Tenant will not be liable to pay rent so long as the Premises cannot be used or are inaccessible due to that damage; or
- (b) if the Premises are only partly usable due to the damage, the Tenant's liability for rent will be reduced, while the Premises are not fully usable, in proportion to the reduction in their usability caused by the damage.

### 10.3 Damage by Tenant

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Despite sub-clauses 1 and 2, the Tenant will not be entitled to terminate this lease, or to a reduction in rent, if he has caused or significantly contributed to the damage or destruction.

### 10.4 Resumption

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If any part of the Land is resumed by a competent authority, as a result of which the Premises are unusable or inaccessible, either the Landlord or the Tenant may terminate this lease without compensation by notice to the other. Such termination does not affect the parties' rights in obtaining compensation from the relevant competent authority in relation to any loss arising from the resumption nor does it affect the rights of either party which have arisen before the termination of the Lease.



## 11. DEALINGS WITH LEASE AND PREMISES

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### 11.1 Assignment and subletting

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- (a) The Tenant must not assign this lease or sublet the Premises without the consent of the Landlord.
- (b) The Tenant must make a written request for the Landlord's consent to an assignment or sublease and must provide the Landlord with whatever information the Landlord may reasonably require concerning the financial standing and business experience of the proposed tenant.
- (c) The Landlord must deal promptly with a request for consent, and is taken to have consented to the assignment or sublease if the Landlord has not, within two weeks after the request was made, given notice to the Tenant either consenting or withholding consent.
- (d) The Landlord may withhold consent in its discretion if:
- (i) the proposed tenant proposes to change the use of the Premises;
  - (ii) the proposed tenant has financial resources or skills for the conduct of the existing or proposed business inferior to those of the Tenant
  - (iii) the Tenant proposes to sublet only part of the Premises; or
  - (iv) the Tenant is, at the time of the request for consent, in breach of any covenant of the Lease; or
  - (v) the Tenant has not complied with paragraph (b) or (c); or
  - (vi) the Landlord reasonably forms the opinion that the proposed tenant will not continue to operate the business in the Premises if consent is given.
- (e) As a condition of giving its consent, the Landlord may require:
- (i) that the proposed tenant provide security for the performance of his obligations under this lease;
  - (ii) that the proposed tenant execute a deed of consent in a form reasonably required by the Landlord; and
  - (iii) that the Tenant or the proposed tenant pay the Landlord's reasonable costs and expenses in relation to giving its consent.
- (f) If the Tenant is a corporation and effective control of the Tenant changes (for example, but without limiting the effect of this clause, as the result of a sale, merger or takeover including, if the Tenant is a subsidiary of another corporation, the sale, merger or takeover of that other corporation), the Tenant will, immediately upon the change in control, be taken to have assigned the Lease and this clause will apply to the assignment.



## 11.2 Franchises and concessions

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Except as otherwise provided in this Lease, the Tenant must not grant franchises or concessions for the operation on the Premises of any part of the business which the Tenant is permitted to conduct on them without the consent of the Landlord.

## 11.3 Mortgages and charges

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The Tenant must not mortgage this lease or charge his interest in the Premises without the consent of the Landlord.

## 12. LANDLORD'S OBLIGATIONS

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### 12.1 Quiet enjoyment

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The Landlord must permit the Tenant to occupy and use the Premises without interruption or disturbance, except where otherwise allowed by this lease.

### 12.2 Unreasonable disturbance

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If the Landlord unreasonably interferes with the Tenant's use of the Premises, and does not discontinue the interference as soon as reasonably practicable after being requested in writing by the Tenant to do so, the Landlord may be liable to pay reasonable compensation for any substantial damage suffered by the Tenant as a consequence.

### 12.3 Insurance

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The Landlord must insure the buildings on the Land for its full replacement value against loss or damage by fire and other usual risks. The Landlord must upon request give the Tenant satisfactory evidence of its insurance.

### 12.4 Rates and taxes

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The Landlord must pay all rates and taxes charged on the Premises except those which the Tenant or any other person has agreed to pay.

### 12.5 Consents

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- (a) The Landlord will consider promptly any request by the Tenant for its consent or approval. Subject to paragraph (b) and any specific provision of the Lease, the Landlord will not unreasonably withhold its consent or approval, or impose any unreasonable conditions on its consent or approval.
- (b) The Landlord may refuse to give its consent in its discretion if:
  - (i) the Tenant wishes to carry out structural building work; or

(ii) clause 11.1(f) applies.

#### 12.6 Air Conditioning and other devices

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If, but only if, the Tenant has complied with its obligations under Clauses 8.4 and 8.6 of this Lease, the Landlord is responsible for the capital maintenance of the air conditioning system, automatic closing doors, and any other mechanical, electronic or other fittings devices or equipment belonging to the Landlord in the Premises for the use of the Tenant and the Landlord must replace such devices when they reach the end of their economic life.

#### 12.7 Services

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The Landlord must take all reasonable action to keep at all times the services (including, but not limited to, water, electricity, gas, telecommunications, air conditioning, air ventilation and fire equipment) provided by the Landlord properly functioning and available to the Premises. The Tenant may not terminate this lease or stop or reduce payments under it because a service is not available or is interrupted or fails provided that the Landlord has used all reasonable endeavours to promptly restore the service. This obligation does not affect the Tenant's obligations in relation to maintenance of any such equipment.

#### 12.8 Landlord's Property

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The Landlord must take all reasonable action to keep the Landlord's property in good working order. The Tenant may not terminate this lease or stop or reduce payments under it because the Landlord's property is not available or is interrupted or fails provided that the Landlord has used all reasonable endeavours to promptly repair the Landlord's property.

#### 12.9 Operation of the Centre

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The Landlord must:

- (a) at all times keep the common areas clean;
- (b) pay all rates taxes levies and other expenses imposed upon the Centre which are not otherwise payable by a tenant;
- (c) operate the Centre with due diligence; and
- (d) maintain the Centre (and in particular the Premises) in a waterproof and structurally sound condition.



## 13. LANDLORD'S RIGHTS

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### 13.1 Inspection of Premises

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The Landlord may at any time on reasonable notice enter the Premises to inspect their condition.

### 13.2 Remedy of default by Tenant

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The Landlord may do anything which is the liability of the Tenant under this lease, but which the Tenant has failed to do on time. The Tenant must promptly reimburse the Landlord's costs of doing so.

### 13.3 Other work on Premises

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The Landlord may at any time on reasonable notice (except in an emergency, when no notice is required) enter the Premises and carry out any work which the Tenant is not liable to do under this lease. That may involve work required by Law or by any authority, or work which the landlord reasonably considers should be carried out for the benefit of the Premises. In carrying out that work, the Landlord will cause as little disturbance to the Tenant's use of the Premises as is reasonably possible in the circumstances. If the Landlord's work renders the Premises unusable for the purpose for which they have been leased, rent will abate proportionately during the period when the Premises are incapable of use for the permitted purpose.

## 14. DEMOLITION

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### 14.1 Termination by Landlord

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If the Landlord proposes to demolish the Premises, or to carry out any substantial repair, renovation or reconstruction of the Premises and that work cannot be carried out practicably without vacant possession of the Premises, the Landlord may give not less than six months' notice ("Demolition Notice") to the Tenant giving details of the proposed work and terminating this lease at the end of that period.

### 14.2 Termination by Tenant

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At any time within six months before the expiry of the Demolition Notice, the Tenant may terminate this lease by giving not less than seven days' notice to the Landlord.

## 15. DEFAULT

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### 15.1 Events of default

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The Tenant will be in default under this lease if the Tenant:

- (a) fails within seven days of written notice to pay rent or any other money payable to the Landlord but unpaid;



- (b) fails to comply with any obligation under this lease, and does not make good that default within a reasonable time after notice from the Landlord;
- (c) being a company, has a receiver, administrator or liquidator appointed;

The Tenant will also be in default under this lease if any Guarantor, being an individual, becomes bankrupt or, being a company, has a receiver, administrator or liquidator appointed.

## 15.2 Landlord's rights

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In any of those events, the Landlord may do any one or more of the following:

- (a) re-enter and take possession of the Premises;
- (b) terminate this lease;
- (c) recover from the Tenant or any Guarantor any loss suffered by the Landlord as a result of the Tenant's default;
- (d) demand payment under any Bank Guarantee to recover the whole or part of any loss suffered by the Landlord as a result of the Tenant's default; and
- (e) exercise any of its other legal rights.

## 15.3 Essential conditions

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- (a) If the Landlord terminates this lease, following breach of an essential condition by the Tenant, the Landlord may recover all money payable by the Tenant under the lease until the Expiry Date unless the Landlord is able to re-let the Premises sooner.
- (b) Clauses 3, 4, 6.1, 6.2, 6.5, 8.1, 9.1 and 11.1 are essential conditions of this lease.

## 16 NOTICES

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### 16.1 Must be in writing

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All notices required by this lease must be in writing.

### 16.2 Methods of service

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- (a) The Landlord may serve a notice on the Tenant by delivering, posting or faxing it to the Tenant's business address last known to the Landlord or, if the Tenant is a company, to its registered office.
- (b) The Tenant may serve a notice on the Landlord by delivering, posting or faxing it to the address in Item 1 or any other address notified by the Landlord to the Tenant.
- (c) The Landlord may serve a notice on a Guarantor by:

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Lease from Strategic Mortgage Solutions Pty Limited ACN 103 431 143  
To Fatherson Financial Pty Limited ACN 160 496 980  
Premises Suite 106, 90-122 King Street Newtown NSW 2042  
RosierPartners 2009

- (i) giving it to the Guarantor personally; or
- (ii) delivering, posting or faxing it to the Guarantor's business address last known to the Landlord or, if the Guarantor is a company, to its registered office.

### 16.3 Validity of Landlord's notices

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Any notice by the Landlord will be valid if it is:

- (a) executed under the common seal of the Landlord; or
- (b) signed on behalf of the Landlord by any or all directors of the Landlord or by the Landlord's solicitors.

### 17. Dealings with the property

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#### 17.1 Subdivision and subdivision by strata

17.2 The Landlord may subdivide the Building (or part of the Building) and the Land or the Building or the Land and may subdivide the Building by strata and, if required, the Tenant must give consent to the plan of subdivision. Any subdivision must create lots that substantially conform with the boundaries of the premises.

17.3 If the Landlord subdivides the Land or subdivides the Building or part of the Building by strata, upon registration of the Strata Plan or Plan of Subdivision the Premises will mean the Lot or Lots in the strata plan created on registration of the strata plan which are now the Premises and the Common Areas shall mean the common property created on registration of the strata plan and the Tenant will surrender the existing lease and enter into a new Lease.

17.4 The new Lease will, mutatis mutandis, be on the same terms and conditions as this Lease and will be for the remainder of the Term with the assessment of rent to continue as if this Lease had continued. The new Lease may, notwithstanding the foregoing, contain a new formula for the Lessee's contribution to Outgoings and Operating Expenses so long as the formula is as a result of the Subdivision and does not unfairly discriminate against the Lessee. There may be minor variations in the dimensions of the Leased Premises as a result of the Subdivision. The Tenant may not be required to contribute towards any administrative, structural or other levies.

### 18. Rent abatement

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Notwithstanding anything elsewhere in this Lease, rent (but not outgoings) abates until 31 December 2015. However, the first month's rent (which for the sake of clarity is that for January 2016) must be paid on the date on which the Tenant takes possession of the Premises.



19. LANDLORD'S WORKS, TENANT'S WORKS AND MISCELLANEOUS

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19.1 Fit-out allowance

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The Landlord, at the request of the Tenant, has contributed the sum of Sixty Thousand Dollars (\$60,000) ("the Fit-out Sum") to assist the Tenant with the costs of fitting out the Premises to meet the purposes for which the Premises are to be used and to the standard required by the Tenant's Franchisor. The Tenant acknowledges the payment by the Landlord of the Fit-out Sum.

20. FRANCHISOR'S REQUIREMENTS

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20.1 Definitions

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In clauses 20.2, 20.3 and 20.4:

**Aussie** means Aussie Centre Administration Pty Ltd and its successors and assigns;

**Franchise Agreement** means an agreement between Aussie and a Franchisee that enables Franchisee to operate an Aussie Centre on the Premises;

**Franchisee** means a person or company that has entered into a Franchise Agreement with Aussie as a franchisee;

**Premises** has the meaning given to it in this Lease

20.2 Tenant is Franchisee

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The Lessor acknowledges that the Lessee is a franchisee of Aussie and agrees that the following clauses shall be part of the Lease:

- (a) The Lessor will notify Aussie in writing of any breach of the Lease by the Lessee or any contemplated termination by the Lessor and:
  - (i) in the case of a breach by the Lessee of its obligations to pay rent and outgoings, the Lessor will give Aussie fourteen (14) business days to rectify the breach; and
  - (ii) in the case of any other breach by the Lessee, the Lessor will give Aussie reasonable time to rectify the breach.
- (b) The Lessor acknowledges that Aussie is under no obligation to rectify any breach by the Lessee and that to do so is entirely at its discretion.





- (c) If the Lessor becomes entitled to re-enter the Premises under this Lease then it must allow Aussie the right to enter the Premises and remove any fixtures, fittings or stock that associate the Premises as a Aussie business or are the property of Aussie or any related entity. In doing so Aussie must make good the Premises and repair any damage caused to the Premises in the removal of such fixtures, fittings or stock.
- (d) The Lessor must give Aussie a written notice at least 14 business days before the Lessor exercises any right to terminate this Lease. In this time, Aussie may issue a notice to the Lessor requiring the Lessor to assign the Lease to Aussie or a related company or to its approved Franchisee (**Transferee**), subject to compliance with the Lessor's reasonable requirements to effect assignment of the Lease. The Lessor consents to such an assignment of the Lease.
- (e) Upon termination of the Franchise Agreement between Aussie and the Lessee the Lessor will consent to an assignment of this Lease to Aussie or a related company or to its approved Franchisee (**Transferee**), subject to compliance with the Lessor's reasonable requirements to effect assignment of the Lease.

### 20.3 Special Conditions

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- 20.3.1 Notwithstanding anything contained in this Lease, the Lessee is permitted to display signage including promotional signage on and at the Premises and common areas without the prior consent of the Lessor provided that:
  - (a) it is of a standard keeping with the national corporate image of the Aussie franchise system; and
  - (b) in the case of the signage on common areas, it does not obstruct the visibility of other tenancies or interfere with access or use of those common areas by other tenants or their employees or customers.
- 20.3.2 The Lessor is not permitted to nor is anyone claiming through the Lessor entitled to charge the Lessee or its Franchisee (if applicable) for use of any car park located on the Land.
- 20.3.3 The Lessee or its Franchisee (if applicable) will be permitted to trade in the Premises at any time and the Lessor will not be permitted to charge a fee for any trading outside our core trading hours (if any).
- 20.3.4 The Lessor will not grant a lease of any part of the Land to any third party that permits the third party to operate a business that competes with the Lessee or its Franchisee.
- 20.3.5 The provisions of this clause apply despite the other provisions of this Lease.

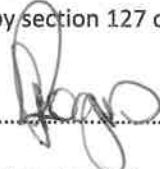


**EXECUTION**

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*Executed by*

**STRATEGIC MORTGAGE SOLUTIONS PTY LIMITED ACN 103 431 143**  
in the manner permitted by section 127 of the *Corporations Act 2001* by:



Signature  .....

Name Lindsay James Rogers

Office Sole Secretary and Director

*Executed by*

**FATHERSON FINANCIAL PTY LIMITED ACN 160 496 980**  
in the manner permitted by section 127 of the *Corporations Act 2001* by:

Signature	 .....	Signature	 .....
Name	Lindsay Rogers		Matthew Rogers
Office	Director		Director