

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

The whole of the land comprised in Certificate of Title Register Book
Volume 5456 Folio 797

ESTATE AND INTEREST

Estate in Fee Simple

ENCUMBRANCES

Mortgage No. 11875594

LESSOR (Full Name and Address)

SKAH SUPER PROP 1 PTY LTD (ACN 161 025 654) (as custodial owner for SKAH SUPER PTY LTD (ACN 161 021 889) as Trustee for Skah Super)
of 313 Melbourne Street, North Adelaide SA 5006

LESSEE (Full Name, Address and Mode of Holding)

SKAH INTERNATIONAL PTY LTD (ACN 127 490 073)
of 2 Gurners Lane Lonsdale SA 5160

TERM OF LEASE

COMMENCING on the 1st day of January 2018

EXPIRING on the 31st day of December 2022

together with one (1) right of renewal for a period of five (5) years

REFERENCE SCHEDULE

ITEM 1 Premises	The whole of the land in Certificate of Title Volume 5456 Folio 797
ITEM 2 Estate	Estate in fee simple
ITEM 3 Encumbrances	Mortgage No. 11875594
ITEM 4 Lessor	SKAH SUPER PROP 1 PTY LTD (ACN 161 025 654) (as custodial owner for SKAH SUPER PTY LTD (ACN 161 021 889) as Trustee for Skah Super) of 313 Melbourne Street, North Adelaide SA 5006
ITEM 5 Lessee	SKAH INTERNATIONAL PTY LTD (ACN 127 490 073) of 2 Gurners Lane, Lonsdale SA 5160
ITEM 6 Term and Renewals	(a) Original Term: Five (5) years commencing on 1 st day of January 2018 and expiring at midnight on 31 st day of December 2022 (b) Renewal(s): (i) two (2) terms of five (5) years; pursuant to clause 4.8 of this Lease
ITEM 7 Rent and Manner of Payment	Rent: THIRTY THREE THOUSAND SEVEN HUNDRED AND FIFTY DOLLARS (\$33,750.00) per annum plus GST subject to clause 7 and subject to review pursuant to clause 4.9 of this Lease. The annual rent shall be payable by equal consecutive calendar monthly instalments equivalent to one twelfth of the annual rent always in advance the first such instalment to be paid on the 1 st day of January 2018 (being a proportionate instalment if appropriate) and thereafter on the first day of each and every succeeding month.
ITEM 8 Consents of Mortgagees and Section 32 Development Act Certification	This Lease does not contravene Section 32 of the Development Act 1993 COMMONWEALTH BANK OF AUSTRALIA as Mortgagee pursuant to Memorandum of Mortgage No. 11875594 consents to this Lease.
ITEM 9 Land	The whole of the land in Certificate of Title Volume 5456 Folio 797
ITEM 10 Permitted Use	Office/ warehouse
ITEM 11 Rent Review Dates	(a) Date: 1 st day of January Year(s): 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023 2024
ITEM 12 Guarantor/s	Not Applicable

- 1.4.3 if there is no such rate then the rate of interest two percentage points above the National Australia Bank Limited ABN 12 004 044 937 Indicator Base Rate on the date on which default occurs;
- 1.5 "GST" has the same meaning it does in Section 195-1 of the GST Act;
- 1.6 "GST Act" means the A New Tax System (Goods and Services Tax) Act 1999;
- 1.7 "Guarantor" means the person or persons and company or companies named and described in Item 12 of the Schedule together with the heirs executors administrators and permitted assigns of each such person and the successors and permitted assigns of each such company and where more than one person or company together constitute the Guarantor the provisions of this Lease and the guarantee contained in this Lease which are expressed to bind the Guarantor bind them jointly and each of them severally.
- 1.8 "Land" means the Land described in Items 1 and 9 of the Schedule;
- 1.9 "Lessee" means the person described in Item 5 of the Schedule (and if more than one then jointly and severally) and where the context allows the heirs executors administrators successors and permitted assigns of such person (and if more than one then jointly and severally);
- 1.10 "Lessee's Agents" means each of the Lessee's agents contractors officers employees subtenants invitees and other persons claiming through or under the Lessee;
- 1.11 "Lessor" means the person described in Item 4 of the Schedule (and if more than one then jointly and severally) and where the context allows the heirs executors administrators successors and assigns of such person (and if more than one then jointly and severally);
- 1.12 "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;
- 1.13 "notice" means notice in writing or transmitted by facsimile;
- 1.14 "Original Term" means the original term of this Lease set out in Item 6(a) of the Schedule;
- 1.15 "Permitted Use" means the use described in Item 10 of the Schedule;
- 1.16 "Premises" means the Land and where the context allows includes the interior and exterior of the building or buildings erected on the Land and all present and future improvements or modifications erected on or made to the Land and includes without limitation:
- 1.16.1 all car parks (if any);
- 1.16.2 all of the Lessor's fixtures fittings air-conditioning fire protection and other plant machinery equipment; and
- 1.16.3 all conveniences services amenities and appurtenances of in or to the Premises and includes any part of the Premises;
- 1.17 "Recipient" and "Supplier" have the respective meanings ascribed to those terms in the GST Act;
- 1.18 "rent" means the rent reserved by this Lease;
- 1.19 "Review Date" means the respective date set out in Item 11 of the Schedule;
- 1.20 "services" means all electrical plumbing air-conditioning gas telephone facsimile and other like installations including without limitation all pipes drains cables wires and other conduits situated in or on or serving the Premises;
- 1.21 "Taxable Supply" has the same meaning it does in Section 9-5 of the GST Act;
- 1.22 "Term" means the Original Term and any extension or renewal of that term and any period during which the Lessee holds over or remains in occupation of the Premises;

2. LESSEE'S COVENANTS

The Lessee hereby covenants and agrees with the Lessor throughout the Term:

2.1 Rent

to pay the rent free from exchange deduction set off or counterclaim and abatement to the Lessor as the Lessor requires:

2.1.1 at the Lessor's address set out in Item 4 of the Schedule; or

2.1.2 by direct bank transfer to the credit of a bank account in Australia nominated by the Lessor;

and at the times and in the manner set out in Item 7 of the Schedule;

2.2 Rates Taxes Utilities

2.2.1 to pay all present and future rates charges levies assessments duties impositions and fees of any public municipal or government body authority or department including emergency services levies council rates and water and sewerage rates and charges save the river murray levy and land tax on a single holding basis in respect of the Premises ("**Rates and Taxes**") as and when such Rates and Taxes are due and payable to the relevant taxing rating or charging authority or entity or if required by the Lessor then to pay such Rates and Taxes to the Lessor within seven (7) days of demand being made by the Lessor;

2.2.2 to pay as and when due for payment or if required by the Lessor then within seven (7) days of demand being made therefor all costs fees and charges for the provision of:

- (a) electricity water consumption gas oil and other energy or fuels supplied to or separately metered and consumed in the Premises; and
- (b) telephone facsimile and other communication services water consumption waste disposal garbage collection and all other utility services supplied to or consumed in or on or in respect of the Premises

whether supplied by the Lessor or any public municipal or government body authority or department or any other person;

2.2.3 to pay all of the reasonable costs of management operation control and administration of the Premises incurred by the Lessor including without limitation the Lessor's managing agents reasonable fees and reasonable audit fees; and

2.2.4 that all such Rates and Taxes costs and charges shall be adjusted as between the Lessor and the Lessee as at the Commencement Date and the date of expiry of the Term (as the case may be) and the Lessor's proportion shall be deemed to be so much of such Rates and Taxes costs or charges as are referable to any time not included in the Term;

2.3 Costs and Stamp Duty

2.3.1 To pay on demand to the Lessor the Lessor's reasonable costs fees and expenses payable by the Lessor in relation to the negotiation preparation completion and stamping of this Lease and its registration (if applicable) including (without limiting the generality thereof) all fees charged by mortgagees of the Land for consenting to this Lease and all fees for producing the Certificate of Title to the Premises for the purpose of registering this Lease (if applicable).

2.3.2 To pay on demand to the Lessor all stamp duty and registration fees in connection with this Lease and all of the Lessor's reasonable costs fees and expenses payable by the Lessor in relation to the preparation of any statement required to be given under the Retail and Commercial Leases Act 1995.

2.3.3 To pay on demand to the Lessor all the Lessor's reasonable costs fees and

the instrument under which such Trust was constituted and the full names addresses and occupations of the beneficiaries of such Trust;

- (d) 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

and if such consent is given the Lessee will ensure that prior to the date of any transfer or assignment the proposed assignee:

- (e) enters into a direct covenant with the Lessor to observe the terms of this Lease; and
- (f) furnishes such guarantees of the performance of such person's obligations under this Lease as the Lessor may reasonably require; and

2.4.6 if the Lessee grants a mortgage of this Lease the rights of the Lessor under this Lease shall be in priority to the rights of the mortgagee of this Lease and the provisions of Section 139 of the Real Property Act 1886 shall not apply to such mortgagee in respect of its estate or interest in this Lease.

2.5 Permitted Use

2.5.1 not to use or permit the use of the Premises other than for the Permitted Use and not to:

- (a) do or permit to be done anything which may be or become unlawful immoral or an annoyance nuisance or damage to the Lessor or any other person in or in the vicinity of the Land; or
- (b) sleep or allow anyone to sleep on the Premises; or
- (c) hold or allow anyone to hold any auction sale on the Land;

2.5.2 to promptly obtain keep current and comply with all consents approvals and licences from all relevant authorities or other persons necessary or incidental to the use of the Premises for the Permitted Use and the provisions of this Lease; and

2.5.3 to provide the Lessor with copies of all approvals consents and licences as soon as practicable after being obtained by the Lessee;

2.5.4 notwithstanding the provisions of Item 10 of the Reference Schedule the Lessee may with the prior consent of the Lessor which consent shall not be unreasonably withheld undertake retailing from the Premises of a type and nature approved by the Lessor provided that the Lessee shall be responsible at its own cost and expense to obtain all approvals and licences from all relevant authorities of and incidental to such use of the Premises.

2.6 Maintenance and Repair

2.6.1 to maintain repair replace clean and keep the Premises including without limitation the interior and exterior of all its buildings and improvements and all the Lessor's partitions fixtures fittings plant and equipment in good and substantial repair order and condition and where appropriate in good working order (including without limitation entering into and keeping current any servicing or maintenance contracts reasonably required by the Lessor) provided that the Lessee shall be under no obligation to make good damage by:

- (a) fair wear and tear (subject to clause 2.6.2 and except to light globes and fluorescent tubes); or
- (b) fire flood lightning storm tempest inevitable accident act of God or war damage and all other risks insured by the Lessor (except where insurance moneys are irrecoverable in consequence of any act omission or default of the Lessee or

within seven (7) days of any sooner determination of this Lease in a proper and workmanlike manner and in colours and in accordance with specifications approved by the Lessor (which approval must not be unreasonably withheld or delayed) to paint or cause to be painted all such parts of the interior and exterior of the Premises as are usually painted; and

2.8.2 that if the Lessee fails to comply with such obligation then the Lessor may on giving fourteen (14) days' notice to the Lessee of the Lessor's intention undertake such painting through the services of its contractors or nominees and any money incurred by the Lessor in the exercise of such election shall be paid to the Lessor by the Lessee;

2.9 Statutory Requirements

subject to clause 4.18 to promptly and efficiently satisfy comply with and observe all present and future laws and the requirements directions and orders of any governmental semi-governmental civic health safety environmental licensing or other authority with competent jurisdiction relating to or affecting the use or condition of the Premises or the occupancy by the Lessee of the Premises whether such compliance or obligations are imposed on the owner or occupier of the Premises;

2.10 Fire Precautions

2.10.1 subject to clause 4.18 to:

- (a) 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
- (b) 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 any body having jurisdiction in relation to the Premises;

2.10.2 to comply with sprinkler and fire alarm laws in respect of the sprinkler and fire alarm systems installed in or about the Premises and 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

2.10.3 to perform and observe and to ensure that the Lessee's Agents perform and observe all necessary and proper fire drills and emergency evacuation procedures;

2.11 Air-conditioning

2.11.1 subject to clause 4.18 where any plant machinery or equipment for heating cooling or circulating air or any related services or controls of appliances ("**air-conditioning plant**") are provided or installed in the Premises:

- (a) to pay all costs and expenses of and incidental to the operation regular cleaning of all filters maintenance servicing and repair of the air-conditioning plant; and
- (b) to enter into service and maintenance agreements in respect of the air-conditioning plant which agreements shall be first approved by the Lessor and which approval shall not be unreasonably withheld or delayed.

2.12 Notice of Defects

to 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;

and the Lessee shall observe and comply with all such directions provided they are reasonable;

- 2.16.3 notwithstanding the provisions of clause 2.16.1 the Lessee shall be entitled without consent of the Lessor to bring onto the Premises such machinery and equipment ordinarily used by the Lessee in the conduct of its business.

2.17 Dangerous Substances

not without the consent of the Lessor to 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;

2.18 Lessor's Access and Alterations

- 2.18.1 to permit the Lessor and any person authorised by the Lessor at all reasonable times on giving to the Lessee reasonable prior notice to enter the Premises and view the state of its repair and if the Lessor considers that repairs are required:

- (a) the Lessor may then serve on the Lessee a notice of any defect the repair of which is within the Lessee's obligations under this Lease requiring the Lessee within a reasonable time to repair the defect;
- (b) in default of the Lessee repairing such defect the Lessor may execute the required repairs 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 repairs; and
- (c) all costs and expenses of and incidental to carrying out such repairs shall be payable by the Lessee to the Lessor;

- 2.18.2 to permit the Lessor and any person authorised by the Lessor where the Lessor has given reasonable prior notice to the Lessee:

- (a) to carry out inspections of or alterations or additions to or other works on or about the Premises; and
- (b) to enter the Premises for the purpose of carrying out such works

causing as little disturbance as is reasonably practicable to the Lessee in undertaking such works;

- 2.18.3 subject to clause 2.18.2 in an emergency the Lessor may without notice enter the Premises to carry out any works deemed necessary by the Lessor; and

- 2.18.4 to the extent permitted by law the Lessee shall not make any claim or commence or maintain any suit or action against the Lessor for breach of the covenant contained in clause 3 or otherwise in consequence of such entry or in execution of any of the works contemplated by this clause;

2.19 Security

- 2.19.1 to use the Lessee's 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;

- 2.19.2 not without the consent of the Lessor (which consent shall not be unreasonably withheld) to install any security equipment or system in or to the Premises nor to alter or modify any existing security equipment or system; and

- 2.19.3 all such equipment systems and installations (except the Lessor's fixtures and fittings) shall remain the property of the Lessee who shall be responsible for all costs associated with the purchase installation alteration or modification of any new (and if

2.25 Not to Vitate Insurance

not at any time to do or permit or suffer to be done any act matter or thing in or on the Premises whereby any insurance in respect of the Premises may be vitiated or rendered void or voidable or whereby the rate of premium on any insurance shall be liable to be increased;

2.26 Cross Liability

where pursuant to the terms of this Lease a policy of insurance is effected in joint names then to ensure that the policy provides that:

- 2.26.1 to the extent that the policy may cover more than one insured all insuring agreements and endorsements with the exception of limits of liability shall operate in the same manner as if there were a separate policy covering each party which is an insured; and
- 2.26.2 the failure by any insured to observe and fulfil the terms of the policy shall not prejudice the insurance in regard to any other insured;

2.27 Indemnities

2.27.1 to indemnify the Lessor and its officers employees agents and contractors against and in respect of all and any actions claims demands losses damages costs and expenses which the Lessor or any of its officers employees agents and contractors may incur in respect of or arising from:

- (a) the death of or injury to any person or loss of or damage to the property of any person arising from or out of any occurrence in on or about any part of the Land or the use of the Premises or the Land by the Lessee or any of the Lessee's Agents; and
- (b) the exercise or attempted exercise of any of the rights authorities powers or remedies which are exercisable by the Lessor under this Lease;

2.27.2 the parties agree that the indemnity referred to in clause 2.27.1 applies only to the extent it is not covered by insurance:

- (a) which the Lessee is required to effect under this Lease; or
- (b) which the Lessor is required to effect under this Lease.

2.28 Release of Lessor

to occupy use and keep the Premises at the risk of the Lessee and the Lessee agrees that the Lessor and its officers employees agents and contractors will have no responsibility or liability and are fully released from all responsibility or liability and the Lessee shall not make any claim or commence or maintain any suit or action against the Lessor or any of its officers employees agents or contractors for breach of the covenant set out in clause 3 in respect of:

- 2.28.1 loss of or damage to the Lessee's stock fixtures or fittings or other property;
- 2.28.2 claims demands and damages resulting from or contributed to by any accident damage or injury occurring in on or about the Land unless deriving from any structural defect in the Land (not caused or contributed to by the Lessee or any of the Lessee's Agents); and
- 2.28.3 loss or damage including without limitation direct indirect consequential and economic loss suffered as a result of or contributed to by:
 - (a) flooding of the Premises; or
 - (b) blockage of any sewers waste drains gutters or down pipes; or
 - (c) any malfunction failure to function or interruption of or to the water gas electricity telephone facsimile air-conditioning fire prevention fire safety lifts escalators and other systems and other services situated in or serving the

external walls, the cladding and the windows of the Premises) are:

- (a) safe, structurally sound and wind and water tight; and
- (b) in compliance with all laws, legal requirements, Australian standards and applicable occupational health and safety standards; and
- (c) otherwise kept in a state of repair and condition equivalent to that applying at the Commencement Date fair wear and tear excepted provided that nothing contained in this clause shall oblige the Lessor to undertake any works rendered necessary by:
 - (i) any negligent act or omission on the part of the Lessee or any servant agent contractor subtenant employee invitee or any person on the Premises by lawful licence of the Lessee;
 - (ii) the particular nature of the Lessee's use or occupation of the Premises.

3.3 Insurance

The Lessor must effect in the name of the Lessor and noting the interest of the Lessee, insurance for:

- 3.3.1 full replacement and reinstatement of the Premises (including consequential losses) for a reasonable amount having regard to the value of the Premises; and
- 3.3.2 loss of rent and outgoings for a period of up to 6 months; and
- 3.3.3 other insurances which are required by law.

3.4 Rates Taxes Utilities

The Lessor shall pay all rates taxes and other outgoings imposed on or payable in respect of the Land (excluding amounts covenanted to be paid by the Lessee).

4. MUTUAL COVENANTS

The Lessor and the Lessee hereby covenant and agree throughout the Term that:

4.1 Default

4.1.1 Essential Terms

- (a) clauses 2.1 2.2 2.4 2.5 2.6 2.9 2.10 2.14 2.23 2.34 and 7 are essential terms of this Lease and that the Lessor may at its option treat any breach or default by the Lessee in the observance or performance by the Lessee of its duties and obligations under such clauses as a repudiation by the Lessee of this Lease; and
- (b) the Lessor's acceptance of arrears or of any late payment of rent will not constitute a waiver of the essential and fundamental nature of the Lessee's obligation to pay rent in respect of those arrears the late payments or the Lessee's continuing obligation to pay rent during the Term;

4.1.2 Termination and Re-entry

if:

- (a) the rent or any part of it is unpaid for a period of twenty-one (21) days after having received notice in writing from the Lessor to make payment; or
- (b) the Lessee commits or permits to occur any breach or default in the due and punctual observance and performance of any of the terms of this Lease and such breach is not remedied within the period of fourteen (14) days after notice in writing from the Lessor requiring such breach to be remedied; or

4.2 Landlord and Tenant Act

in the case of a breach or default of any term of this Lease where notice to the Lessee is required to be given pursuant to Section 10 of the Landlord and Tenant Act 1936 such notice shall provide that fourteen (14) days is the period within which the Lessee is to remedy any such breach or default if it is capable of remedy or to make reasonable compensation in money to the satisfaction of the Lessor and no period of notice shall be required in respect of non payment of rent;

4.3 Abandoned Goods

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 shall not be liable to the Lessee or to any person claiming through the Lessee for any loss or damage occasioned by such dealing;

4.4 Default Interest

without prejudice to any other right or remedy of the Lessor the Lessee shall pay to the Lessor interest at the Default Rate on any money payable but unpaid fourteen (14) days after the money becomes payable by the Lessee to the Lessor under this Lease such interest to be computed from the date on which the money becomes payable until payment is made in full;

4.5 Costs and Remedies on Default

4.5.1 if the Lessee breaches or fails to perform any term of this Lease and such breach or failure to perform continues for fourteen (14) 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:

- (a) the Lessor may remedy the breach or perform the term without prejudice to any other right or remedy; and
- (b) the Lessee shall pay to the Lessor all resulting costs incurred by the Lessor; and

4.5.2 all reasonable costs incurred by the Lessor in respect of:

- (a) the recovery of rent and other money payable by the Lessee to the Lessor under this Lease; and
- (b) the Lessor remedying or attempting to remedy any Lessee's breach of or failure to perform any term of this Lease

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

4.6 Destruction or Damage

4.6.1 if:

- (a) the Premises is wholly or substantially:
 - (i) damaged or destroyed; or
 - (ii) inaccessible or unfit for use by the Lessee,

then either party may at its option terminate this Lease by giving the other party thirty (30) days prior notice to that effect; or

- (b) the Premises is damaged or destroyed so as to render the Premises partially inaccessible or unfit for use by the Lessee and the Lessor gives the Lessee notice that the Lessor considers (acting reasonably) that the damage is such as to make its repair impracticable or undesirable then either the Lessor or the Lessee may terminate this Lease by giving the other not less than thirty (30)

4.7.2 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 shall be deemed to be holding over on a daily basis at a rent to be determined in the manner specified in clause 4.7.1 (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 painting of the Premises and removal of the Lessee's signs notices fixtures fittings plant and equipment to the reasonable satisfaction of the Lessor;

4.8 **Renewal**

4.8.1 on the written request of the Lessee made not less than three (3) nor more than nine (9) months before the expiration of the within term and provided that there shall not at the time of such request be any material existing breach or non observance by the Lessee of any of the terms of this Lease in respect of which the Lessor has served a notice on the Lessee pursuant to clause 4.1 the Lessor will grant to the Lessee a renewal of this Lease for the further term as set out in Item 6(b)(i) of the Schedule ("**Renewed Term**") subject to and on the same terms and conditions as are contained in this Lease except for the exclusion of this clause 4.8.1 giving the Lessee a right of renewal;

4.8.2 if the due observance or performance by the Lessee of its duties and obligations under this Lease shall have been guaranteed by any person then the execution by such guarantor of such documents (if any) as the Lessor may require (acting reasonably) for the purpose of affirming or renewing such guarantee for the relevant Renewed Term shall be a condition precedent to the exercise of the Lessee's right to request such a renewal;

4.8.3 if this Lease is renewed pursuant to this clause 4.8 and on the date of commencement of the relevant Renewed Term the rent has not been reviewed pursuant to clause 4.9 then the renewal shall be effective notwithstanding that the rent shall be reviewed at a subsequent date;

4.9 **Rent Review**

4.9.1 Notwithstanding anything herein appearing to the contrary the annual rental hereby reserved shall be reviewed as at and from each Review Date specified in Item 11(a) of the Schedule and shall be calculated in accordance with the following:

- (a) the Current Market Rent as at the relevant Review Date as agreed between the Lessor and the Lessee in writing and failing agreement thirty (30) days before the relevant Review Date the Current Market Rent as at the relevant Review Date shall be as determined by a Valuer and the Valuer's appointment shall include a requirement that the Valuer accept instructions to undertake the determination on the following basis:
 - (i) immediately on appointment the Valuer shall notify the Lessor and the Lessee in writing of the fact of such appointment and the Valuer's acceptance of it;
 - (ii) the Valuer shall seek written submissions from the Lessor and the Lessee or their duly authorised representatives as to the matters to which the Valuer should have regard in making the determination;
 - (iii) the Valuer shall give consideration to those submissions before making the determination provided that the submissions are made within the time nominated by the Valuer;
 - (iv) immediately on making the determination the Valuer shall dispatch to the Lessor and the Lessee a copy of the determination which shall be a "speaking" valuation setting out the matters (if relevant including without limitation incentives and concessions) which the Valuer has considered and the full reasons for the determination;

deemed abandoned by the Lessee and shall be and become the property of the Lessor absolutely;

4.11 Waiver

no waiver by the Lessor of one breach of any term of this Lease shall operate as a waiver of another breach of that or any other term of this Lease;

4.12 Notice

4.12.1 without prejudice to any other means of serving notice any notice required to be served under this Lease shall be sufficiently served:

(a) if to the Lessee by personal service on the Lessee (or if it is a body corporate on a director secretary or other officer of the Lessee) or by personal service at the Premises or by post or facsimile transmission to the Premises or the Lessee's registered office (if a body corporate) or by personal service at or post or facsimile transmission to the Lessee's last place of business or residence known to the Lessor; and

(b) if to the Lessor by personal service on the Lessor (or if it is a body corporate on a director secretary or other officer of the Lessor) or by post or facsimile transmission to the Lessor's registered office (if a body corporate) or to the Lessor's last known place of business or residence;

4.12.2 any notice may be signed on the party's behalf by its attorney director secretary or other officer or solicitor;

4.12.3 a notice by post is deemed served at the time when it ought to be delivered in the due course of post;

4.12.4 a notice by facsimile is deemed served on production of a transmission report by the machine from which it is sent which indicates that the facsimile was sent in its entirety to the facsimile number of the recipient; and

4.12.5 where there is more than one person comprising the Lessee a notice served on or by any one or more of the persons comprising the Lessee is deemed served on or by all of the persons comprising the Lessee;

4.13 Severance

any term of this Lease which is not applicable to the Premises or which is repugnant to the general interpretation of this Lease or which is invalid unlawful void or unenforceable shall be capable of severance without affecting any of the other terms of this Lease;

4.14 Entire Agreement

4.14.1 the terms of this Lease (and the terms of any agreement to lease between the Lessor and the Lessee) comprise the whole of the agreement between the parties;

4.14.2 no other agreements or terms shall be implied in this Lease or arise between the parties by way of collateral agreement; and

4.15 No Partnership

nothing contained in this Lease shall 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 shall create any relationship between the Lessor and the Lessee other than the relationship of lessor and lessee;

4.16 Managing Agent

the Lessor may appoint a managing agent to manage the Premises and any managing agent so appointed shall 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 shall to the extent of any inconsistency supersede any communication from the

7.3 Reimbursement

To the extent that the amount for a Taxable Supply consists of the reimbursement of costs and expenses incurred by the Supplier, in this Lease those costs and expenses are deemed to be exclusive of the amount of any refund or input tax credit of GST to which the Supplier is entitled as a result of incurring the cost or expense.

CONSENTS OF MORTGAGEES AND SECTION 32 DEVELOPMENT ACT CERTIFICATION

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

COMMONWEALTH BANK OF AUSTRALIA BEING MORTGAGEE OF THE SAID LAND BY VIRTUE OF MEMORANDUM OF MORTGAGE NO. 11875594 HEREBY CONSENTS TO THE WITHIN LEASE REFER ANNEXURE

DATED THE 14TH DAY OF JANURAY 2018

THE LESSOR DOES NOT WARRANT THAT THE PREMISES YOU ARE ABOUT TO LEASE WILL, FOR THE DURATION OF YOUR LEASE, BE STRUCTURALLY SUITABLE FOR THE TYPE OF BUSINESS THAT YOU INTEND TO CARRY ON

EXECUTION

LESSOR:

LESSEE:

Executed by)
SKAH SUPER PROP 1 PTY LTD)
(ACN 161 025 654))
in accordance with Section 127 (1))
of the Corporations Act 2001:)

Executed by)
SKAH INTERNATIONAL PTY LTD)
(ACN 127 490 073))
in accordance with Section 127 (1))
of the Corporations Act 2001:)



*Director/ *Sole Director and Sole Secretary

ANDREW HIGGINS

Print Full Name (BLOCK LETTERS)



*Director/ *Sole Director and Sole Secretary

ANDREW HIGGINS

Print Full Name (BLOCK LETTERS)



Director/ Secretary

SASHA KOTLAR

Print Full Name (BLOCK LETTERS)

(*please delete the inapplicable title)

(Note: please affix common seal if required by the Company's Constitution)



Director/ Secretary

SASHA KOTLAR

Print Full Name (BLOCK LETTERS)

(*please delete the inapplicable title)

(Note: please affix common seal if required by the Company's Constitution)