

LEASE

Leave this space clear. Affix additional pages to the left-hand corner.

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 Registrar 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: if appropriate, specify the part or premises

9/SP101718

(B) LODGED BY

Document
Collection
Box

Name, Address or DX, Telephone and Customer Account Number if any

Reference (optional):

(C) LESSOR

R & S FONTI PROPERTY PTY LTD ACN 648 923 755

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

Encumbrances (if applicable):

(E) LESSEE

R & S FONTI PTY LTD ACN 090 673 608

TENANCY:

(G) 1. TERM 2 YEARS

2. COMMENCING DATE 5 May 2021

3. TERMINATING DATE 4 May 2023

4. With an **OPTION TO RENEW** for a period of N/A

set out in clause 12 of ANNEXURE A

5. With an **OPTION TO PURCHASE** set out in clause

N/A

of N/A

6. Together with and reserving the **RIGHTS** set out in clause

N/A

of N/A

7. Incorporates the provisions or additional material set out in ANNEXURE(S)

'A'

hereto.

8. Incorporates the provisions set out in N.A.

No. N/A

9. The **RENT** is set out in

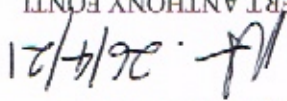
item 1


of ANNEXURE A

DATE 26/4/21

(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: R & S FONTI PROPERTY PTY LTD ACN 648 923
755
Authority: Section 127(1) of the Corporations Act 2001


Signature of authorised person:  26/4/21
Name of authorised person: ROBERT ANTHONY FONTI
Office held: DIRECTOR


Signature of authorised person: 
Name of authorised person: SUZANNE FONTI
Office held: DIRECTOR

Note: where applicable, the lessor must complete the statutory declaration below

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: R & S FONTI PTY LTD ACN 090 673 608
Authority: Section 127(1) of the Corporations Act 2001

Signature of authorised person: 
Name of authorised person: ROBERT ANTHONY FONTI
Office held: DIRECTOR

Signature of authorised person: 
Name of authorised person: SUZANNE FONTI
Office held: DIRECTOR

(I) STATUTORY DECLARATION #

1. Not Applicable.....

solemnly and sincerely declare that -
1. The time for the exercise of option to renew/purchase 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 and I certify this lease correct for the purposes of the Real Property 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)
 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 has 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

Signature of witness:
Signature of applicant:

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

PART 1: DEFINITIONS AND INTERPRETATION

1.1. Definitions

In this Lease (unless the context otherwise requires):

- "**Building**" means the improvements and structures from time to time erected upon the Land including car parking facilities (if any);
- "**Claim**" includes any claim or legal action, demand, notice, loss, damages, and compensation and all costs and expenses incurred in connection with them;
- "**Commencing Date**" means the date on which the Term commences as shown on the front page of this Lease;
- "**Common Areas**" means all those parts of the Building, if any, not demised or let to any lessee or occupant and intended for the common use by the lessees or occupants of the Building;
- "**Land**" means the land comprised in the Certificate of Title specified on the front page of this Lease;

"**Lessee**" includes the Lessees and each of them and their respective administrators, executors successors and permitted assigns and where not repugnant to the context, the sublessees, invitees, contractors, servants, employees and agents of the Lessee;

"**Lessor**" includes the Lessors and each of them and their respective administrators, executors successors and assigns and where not repugnant to the context, the invitees, contractors, servants, employees and agents of the Lessor;

"**Market Review Date**" means the dates set out in Item 2b of the Reference Schedule

"**Outgoings**" for any year during the Term means the total aggregate amount of the costs charges and expenses reasonably and properly paid or payable by the Lessor in respect of the whole of the Land or the Building including:

- (a) all council rates and any taxes charges and impositions payable to any government local or semi-government or other authority in respect of the Land, including State land tax on the basis that the land is the only land owned by the Lessor;

- (b) all rates and charges payable to any local government or semi-government or other authority in relation to any of the supply of water and sewerage services and the removal of waste and other garbage from the Land;

- (c) all land tax charged to the Lessor and paid in respect of the Land; and

- 1.2.8 references to any authority, association, society, club or body shall in the event of any such entities ceasing to exist or being reconstituted, renamed or replaced or the powers or functions of any of them being transferred to any other entity refer respectively to the entity established or constituted in lieu thereof or succeeding to the similar powers or functions;
- 1.2.7 headings are inserted for guidance and do not form part of the context of this Leases;
- 1.2.6 if anything in this Lease is unenforceable, illegal or void then it is severed and the rest of this Lease remains in force;
- 1.2.5 any covenant agreement or condition applying to more than one person applies and binds the respective number of persons jointly and severally;
- 1.2.4 "month" means a calendar month;
- 1.2.3 "person" includes a body corporate;
- 1.2.2 one gender includes the others;
- 1.2.1 the singular includes the plural and the plural includes the singular;

In the interpretation of this Lease unless the context otherwise requires, the following applies:

1.2 Interpretation

- "Term" means the Term set out on the front page of this lease and any extension or holding over period with the consent of the Lessor.
- "Review Date" means the any of the dates set out in Item 2 of the Reference Schedule;
- "Rent Review Date" means the any of the dates set out in Item 2a of the Reference Schedule;
- "Rent" means the Rent set out in Item 1 of the Reference Schedule as varied in accordance with this Lease;
- "Reference Schedule" means the reference schedule set out at the back of this lease;
- "Premises" means the premises described on the front page of this Lease together with any modifications, extensions and alterations thereto from time to time and including all of the Lessor's property;
- "Permitted Use" means the use set out in Item 4 of the Reference Schedule;
- (d) the cost of all building insurance premiums and associated insurance premiums and costs incurred by the Lessor in respect of the Land.

3.1.1 pay the Rent by equal monthly installments in advance on the final day of each month without deduction or set-off;
The Lessee must:

3.1 Rent

PART 3: RENT AND OUTGOINGS

2.2.4 either party may terminate the monthly tenancy by giving to the other two months' notice in writing expiring on any day, except where the Lessee is in default of this Lease, in which case the Lessor may terminate the bimonthly tenancy by giving the Lessee immediate written notice.
2.2.3 the monthly Rent is equal to the Rent payable in the immediately preceding month increased by the greater of CPI increase calculated in the same manner as clause 3.2, or a 3% increase; and
2.2.2 all the covenants and conditions of this Lease other than in respect of the Term apply;
2.2.1 the Lessee does so as a bimonthly tenant;

If the Lessee continues to occupy the Premises after the expiry of the Terminating Date with the Lessor's consent then:

2.2 Holding Over

The Lessor leases the Premises to the Lessee for the Term at the Rent as varied by this Lease together with rights to pass and use all of the Common Areas of the Land subject to the following terms and conditions.

2.1 Grant of Lease

PART 2: DEMISE

1.2.10 reference to a statute or ordinance includes all regulations under and amendments to that statute or ordinance whether by subsequent statute or otherwise and a statute or ordinance passed in substitution for the statute or ordinance referred to or incorporating any of its provisions.
1.2.9 if this Lease prohibits the Lessee from doing a thing then the Lessee must do everything necessary to ensure that the Lessee's sublessees, invitees, contractors, servants, employees and agents do not do that thing and the Lessee may not allow or cause any person to do that thing. If this Lease requires the Lessee to do a thing then the Lessee must do everything necessary to ensure that the Lessee's sublessees, invitees, contractors, servants, employees and agents also do that thing; and

- 3.1.2 pay the first instalment on the Commencing Date;
- 3.1.3 if necessary, pay the first and last instalments apportioned on a daily basis;
- 3.1.4 pay all instalments as the Lessor directs.
- Rent Reviews**
- 3.2 On each Rent Review Date the Rent increases by the greater of a CPI Review under Clause 3.3 or Percentage Increase Review under Clause 3.4.
- CPI Review**
- 3.3 On a CPI Review, the Rent increases to an amount represented by A where
- $$A = \frac{B}{C} \times D$$
- Where B = the Index Number for the quarter ending immediately before the relevant Rent Review Date;
- C = the Index Number for the quarter last published before the Commencing Date or the Review Date immediately prior to the Rent Review Date (whichever is the latter); and
- D = the Rent payable immediately before the Rent Review Date.
- and "Index Number" means the Consumer Price Index (All Groups) for Sydney published by the Australian Bureau of Statistics. If that index no longer exists, "Index Number" means an index that the president of the Australian Property Institute Inc (NSW) Division decides best reflects changes in the cost of living in Sydney, provided that nothing in this clause shall operate so as to reduce the Rent.
- 3.4 On a Percentage Increase Review, the Rent payable immediately before the Rent Review Date increases by 3%.
- Market Reviews**
- 3.5.1 Current Market Review
- 3.5.2 Appointment of Valuer on Disagreement
- On each Market Review Date the Rent shall be the then current market rental of comparable premises used for similar use as is permitted pursuant to this Lease, and taking into account according to the terms of this Lease which rental shall not be less than the rental paid prior to that Market Review Date.

As soon as practical after 30th June of each year the Lessor must notify the Lessee of the actual amount of the Outgoings payable under clause 3.7 for the

3.8.3	Adjustment of Outgoings	<p>The Lessee shall pay its estimated share of the Outgoings by way of equal periodic payments during the Term at the same time as the Lessee is required to pay Rent the first of such periodic payments to be paid on the next Rent payment date following the date of notification by the Lessor of its annual estimate of the share of Outgoings.</p>
3.8.2	Payment of Estimated Outgoings	<p>The Lessor must notify the Lessee of the Lessor's estimate of the percentage of the Outgoings to be paid by the Lessee annually on or about the 1st July of each year, during the Term.</p>
3.8.1	Notification of Estimate of Outgoings	<p>The Lessor must notify the Lessee of the Lessor's estimate of the percentage of the Outgoings to be paid by the Lessee annually on or about the 1st July of each year, during the Term.</p>
3.8	Annual Estimates and Adjustments in Outgoings	<p>In addition to the Rent the Lessee must pay to the Lessor the percentage (referred to in Item 3 of the Reference Schedule) of the Outgoings and that the Lessee shall pay the whole of the costs of all repairs, maintenance and running costs in respect of the provision of air conditioning or evaporative cooling to the Premises.</p>
3.7	Payment of Outgoings	<p>The acceptance from time to time and at any time by the Lessor of the Rent at a figure applicable to any period prior to the relevant Review Date will not relieve the Lessee from the liability to pay on demand the balance due in terms of clause 3.2, 3.3, 3.4 and 3.5.</p>
3.6	Acceptance of Lower Rent	<p>Until the current market rent is determined the Lessee must pay the Rent payable immediately prior to the Market Review Date and within 14 days of determination of the current market rent the Lessee must pay any shortfall or the Lessor must refund any overpaid Rent.</p>
3.5.3	Amount of Rent Payable Until Determination	<p>In the event that the Lessor and the Lessee fail to agree on the current market rent within 30 days of the Lessor notifying the Lessee in writing of the reviewed Rent, the dispute will be referred to a qualified valuer agreed by the parties or in the absence of agreement, nominated by the President of the Australian Property Institute Inc – NSW Division who will act as an expert and not an arbitrator and whose determination shall be final provided that the reviewed Rent will not be less than the Rent payable prior to the Market Review Date. The costs of such determination shall in all circumstances be payable by the Lessee and the Lessor in equal shares.</p>

“GST” means GST within the meaning of the GST Act.

For the purpose of this lease:-

3.11.1 GST Definitions

3.11

GST

3.10.4 any increase in premiums as a result of the Lessee's use of the Premises for building insurance in respect of the Land, public risk and other insurances effected by the Lessor in respect of the Land or Building erected thereon.

3.10.3 the annual service of the air conditioning system (if any) and will provide certification documentation when vacating the premises at the end of the lease.

3.10.2 any costs associated with false fire alarms to the premises and all maintenance of fire equipment and will ensure compliance with fire regulations during the Term; and

3.10.1 all electricity, gas, data and water usage and telephone charges (either separately metered to the Premises or as otherwise shall be calculated by the Lessor) and all other expenses incurred by the Lessor due solely to the Lessee's use of the Premises including cleaning services;

The Lessee must punctually pay:

3.10

Expenses of the Lessee Solely

Despite clause 3.7 the Lessor may at any time during the Term give notice in writing to the Lessee to pay any Outgoings, and the Lessee must, in the absence of manifest error, pay the Outgoings to the Lessor within fourteen (14) days of written demand.

3.9

Outgoings Payable on Demand

In the event that the Lessee disputes the Lessor's assessment of any Outgoings or its liability to pay any of the Outgoings, the parties agree to refer the dispute for final determination by an expert appointed by the President or other senior officer for the time being of the Australian Institute of Valuers and Land Economists Inc (NSW Division) ("AIV") who shall make such certification acting as an expert and not as an arbitrator and whose decision shall be final and binding on the parties ("the Expert"). The cost of the Expert's determination shall be shared equally by the parties.

3.8.4

Disputes as to Payment of Outgoings

previous twelve (12) months and any necessary adjustment between the actual and estimated Outgoings payable by the Lessee must be paid or refunded or credited as the case may be, within fourteen (14) days of the notification by the Lessor.

(a) at its own cost and expense comply with all by-laws rules regulations and requirements of any relevant statutory body or authority applicable to the Premises by reason of the business carried on in the Premises or the use to which the Lessee puts the Premises; and

4.1.3 Rules & Regulations

keep the Premises open for business during the usual business hours having regard to the Permitted Use;

4.1.2 Hours of Business

use the Premises for the Permitted Use only and only in accordance with the requirements of the relevant local authorities, and it is the responsibility of the Lessee at its own cost to obtain any consents required for that use;

4.1.1 Permitted Use

The Lessee must

4.1 Lessee's Obligations

PART 4: USE OF THE PREMISES

Where the Lessor has paid, is liable to pay or shall become liable to pay any penalties or interest as a result of late payment of GST where late payment is as a result of the failure of the Lessee to comply with the terms of this clause, then the Lessee shall pay to the Lessor an additional amount on demand equal to the amount of those penalties and interest for GST.

3.11.4 Penalties

If a party makes a *taxable supply* in connection with this Lease for a *consideration*, which, under clause 3.11.2, represents its *value*, then the party liable to pay for the *taxable supply* must also pay, at the same time and in the same manner as the *value* is otherwise payable, the amount of any GST payable in respect of the *taxable supply*.

3.11.3 Liability to pay any GST

Except where express provision is made to the contrary, and subject to this clause, the *consideration* payable by any party under this Lease represents the *value* of any *taxable supply* for which payment is to be made.

3.11.2 Amounts otherwise payable do not include GST

“GST Act” means the A New Tax System (Goods and Services Tax) Act 1999 (as amended)
 Expressions set out in italics in this clause bear the same meaning as those expressions in the GST Act.

permit any noxious, immoral, noisome, offensive or illegal business, occupation or use to be carried on in the Premises or allow anything to be done on the Premises which may cause nuisance or annoyance to the Lessor or other occupants of the Building or any adjoining buildings owned by the Lessor;

4.2.2 Permit Nuisance

overload the floors or the services servicing the Premises which may cause any part of the Premises or the Building to be strained or damaged in any way;

4.2.1 Overload Services

The Lessee must not:

4.2 Restrictions on Use

keep the Premises free of rodents, vermin, termites, pests, birds and animals and at its cost employ pest exterminators to ensure compliance with this clause.

4.1.8 Pests

allow the Lessor to erect "To-Let" signs during the last three (3) months of the Term, unless any option to renew has been exercised by the Lessee and allow a "For Sale" sign to be erected at any time during the Term; and

4.1.7 To-Let Signs

give the Lessor prompt notice in writing upon it becoming aware of any accident to or defects in water pipes gas pipes lights fittings or services upon the Premises and any defects in the fabric of the Building;

4.1.6 Accidents or Defects

keep and maintain the waste pipes, drains and conduits originating in or in or connected to the Premises in a clean, clear and free flowing condition and will not place materials which are not suitable to the service into any drain, pipes or conduit;

4.1.5 Drains and Wastes

to the reasonable satisfaction of the Lessor keep the Premises in a clean and sanitary condition at all times and promptly remove at its cost all refuse and waste material from the Premises and keep the lavatories in or about the Premises in a clean and sanitary condition and in proper working order;

4.1.4 Clean the Premises

(b) comply with all reasonable rules and directions which the Lessor makes regarding the use of the Common Areas or the Building;

- 4.2.3 **Use Flammable Substances**
 other than as required to maintain its joinery equipment, use any chemical fluids, spirits or alcohol in lighting or heating the Premises or keep any oil petrol or other inflammable or corrosive substance on the Premises in contravention of any relevant statutory provisions or any policy of insurance relating to the Premises;
- 4.2.4 **Vitiate Insurances**
 other than as required to maintain its joinery equipment, do anything which may cause the insurance of the Building against damage by fire, or any other cause to be rendered void or voidable or whereby the rate of premium on such insurance shall be or be liable to be increased beyond the rate currently paid by the Lessor in respect of the Building AND the Lessee must pay to the Lessor any sum paid or payable by the Lessor by way of increased premiums and all other expenses incurred in the renewal of such insurance rendered necessary by a breach by the Lessee of this clause;
- 4.2.5 **Affix Signs**
 paint or annex any sign or poster on any part of the Building other than with the prior written consent of the Lessor;
- 4.2.6 **Keep Animals**
 keep any animals or birds in the Premises or the Building;
- 4.2.7 **Hold Auctions**
 hold any auctions in the Premises;
- 4.2.8 **Interfere with Use of Residue of Building**
 interfere with the right of the Lessor and of its other lessors or tenants or occupiers of the residue of the whole or part of the Building to use such residue and the Common Areas; or
- 4.2.9 **Effect Alterations**
 make any alterations or other improvements to the Premises (including the hoing of walls) unless it has obtained the necessary permissions or consents of the relevant statutory authorities and delivered copies of these and copies of all the relevant plans and specifications to the Lessor and the Lessor has notified the Lessee in writing that it has no objection to such alterations additions or improvements being carried out provided that:
- (a) all alterations, additions or other improvements carried out under

The Lessor may do or arrange to be done any repairs or maintenance to the Building, including complying with any requirements of relevant authorities which are not otherwise an obligation of the Lessee under this Lease, but must give the Lessee reasonable notice before doing so and must cause as little disruption to the Lessee's business as is reasonably practicable in the circumstances.

5.3 Repairs and Maintenance to the Building

The Lessee must promptly at its cost repair or replace all broken, cracked or damaged glass and light fittings in the Premises.

5.2 Replacement of Glass

The Lessee will at its own cost during the Term maintain, replace and repair the Premises and appurtenances and services and keep them in good and substantial repair, working order and condition (having regard to their condition at the Commencing Date), damage by explosion, earthquake, fire, flood, lightning, storm, war, Act of God and fair wear and tear excepted provided that nothing in this clause will require the Lessee to carry out repairs of a structural nature (or repairs which are the obligation of the Owners Corporation for the strata scheme) unless such repairs are required because of the negligence, acts or omissions of the Lessee.

5.1 Maintenance and Repair

PART 5: MAINTENANCE AND REPAIR

install any radio or television aerials or antennae, either in the interior or on the exterior of the Premises.

4.2.10 Erect Aerials or Antennae

(c) at the request of the Lessor the Lessee shall immediately prior to or upon the expiry or other termination of the Term at the Lessee's own cost and expense restore the Premises to their condition existing prior to the carrying out of the said alterations, additions or other improvements.

(b) upon completion of the alterations, additions or other improvements carried out under clause 4.2.9(a) above, the Lessee must obtain and produce to the Lessor any unconditional certificates of compliance or of satisfactory completion issued by the relevant statutory authority; and

this clause will be at the cost and expense of the Lessee and in a proper and workmanlike manner and if so required by the Lessor under the supervision of the Lessor's architect whose relevant fees shall be paid by the Lessee;

- 5.4 **Entry to Inspect and Repair**
The Lessor may enter the Premises at reasonable hours and on reasonable notice (except in an emergency) to examine the state of repairs and if thought fit carry out such repairs and alterations as the Lessor shall deem necessary.
 - 5.5 **Lessor Repairing Premises**
The Lessor may carry out any of the Lessee's obligations on the Lessee's behalf if the Lessee does not carry them out on time. If the Lessor does so, the Lessee must promptly pay all of the Lessor's costs of doing so.
 - 5.6 **Lessor's Right to Effect Alterations**
The Lessor reserves the right upon giving reasonable notice to the Lessee, to effect alterations, additions, renovations and refurbishment works to the Building the Common Areas and the services and may (but without limitation):
 - 5.6.1 encroach upon Common Areas;
 - 5.6.2 employ or use the airspace above any part of the Building including the erection of additional floors;
 - 5.6.3 interrupt the water, gas, electrical or air-conditioning and other services to the Premises and the Building; and
 - 5.6.4 alter the vehicular or pedestrian access or ways to or within the Building
and the Lessee will provide access to the Premises for this purpose and not make any objection or Claim in respect of any such works provided that:
 - 5.6.5 the Lessor shall carry out such works in such a manner as will minimise so far as it may be practicable any inconvenience or interruption to the business of the Lessee; and
 - 5.6.6 such works will not materially diminish the use and enjoyment of the Premises by the Lessee.
- 5.7 **Failure of Services**
The Lessee will have no Claim against the Lessor or be entitled to terminate this Lease solely because the services provided by the Lessor fail to operate or the Lessor shuts down or removes any services to repair, maintain or replace them.
- 5.8 **Environmental Law**
The Lessee shall:
- 5.8.1 maintain the Premises free from pollution and any environmental hazard or contamination;

If the Lessor does not give to the Lessee a notice under clause 6.2 indicating that it wishes to reinstate the Premises, and if the Lessor considers the damage to the Premises renders it impractical or undesirable to reinstate the Premises or the Building,

6.4

Lessor May Terminate

Clauses 6.1 and 6.2 do not apply where the damage or destruction was caused by or contributed to, or arises from any willful act of the Lessee.

6.3

Exceptions

If the Premises or the Building are damaged or destroyed as stated in clause 6.1, the Lessee may terminate this Lease by notice to the Lessor unless the Lessee within 3 months of receiving the Lessee's notice of termination notifies the Lessee that the Lessor will reinstate the Premises and carries out the reinstatement works within a reasonable time.

6.2

Lessee May Terminate

If the whole or part of the Premises or the Building are damaged or destroyed and as a result the Lessee cannot use or gain access to the whole or part of the Premises then from the date that the Lessee notifies the Lessor of the damage or destruction until the Premises are fit for use or accessible, the Lessor must reduce the Rent and any other money owing to the Lessor by a reasonable amount depending on the type and extent of damage or destruction.

6.1

Rent Reduction

PART 6: DAMAGE AND DESTRUCTION

5.8.5

remedy any non-compliance with an environmental law or relevant authority revealed by any site assessment, environmental assessment or procedure carried out or required under this clause.

5.8.4

permit the Lessor or any person authorised by the Lessor, to enter on the Premises at all reasonable times, on not less than one day's notice (except in the case of emergency), to carry out environmental assessments; and

(b)

maintain the confidentiality of those assessments;

(a)

provide or do everything necessary to facilitate a site assessment of the procedures under paragraph 5.10.2 above, and compliance with any environmental laws or relevant authorities by a consultant approved by the Lessor; and

5.8.3

where the Lessor reasonably suspects that the Lessee is not complying with paragraph 5.10.2 above or with any environmental laws or relevant authorities:

5.8.2

maintain procedures which, in the opinion of the Lessor are adequate to monitor its compliance with all environmental laws and relevant authorities;

<p>7.2</p> <p>7.1.6</p> <p>7.1.5</p> <p>7.1.4</p> <p>7.1.3</p> <p>7.1.2</p> <p>7.1.1</p>	<p>Lessee is a Company</p> <p>there is no change to the Permitted Use;</p> <p>the Lessee pays the Lessor's costs of giving its consent; and</p> <p>the Lessee is not in breach of the Lease;</p> <p>the Lessee complies with any other reasonable requirements of the Lessor;</p> <p>the new Lessee signs any agreement and gives any security which the Lessor reasonably requires, including personal guarantees;</p> <p>the Lessee satisfies the Lessor that the new Lessee is no less financially secure than the Lessee and has the ability to carry out the Lessee's obligations in this Lease;</p>
<p>7.1</p>	<p>The Lessee must obtain the Lessor's consent before the Lessee assigns, sublets or deals with its interest in the Premises, however the Lessor must not unreasonably refuse its consent if:</p> <p>Lessor's Consent</p>
<p>PART 7: ASSIGNMENT</p>	
<p>6.7</p> <p>6.6</p> <p>6.5.3</p> <p>6.5.2</p> <p>6.5.1</p>	<p>Termination under this clause 6 does not affect either party's accrued rights before termination.</p> <p>Antecedent Rights</p> <p>Nothing in this Lease obliges the Lessor to reinstate the Building or the Premises or the means of access to them, however if the Lessor does reinstate, it is entitled to change the design, fabric, character or dimensions of the Premises and the Building to comply with any law or requirement or any relevant authority.</p> <p>Lessor Not Obligated to Reinstate</p> <p>The cost of the determination must be paid by both parties equally unless otherwise decided by the member.</p> <p>In making the determination, the appointed member acts as an expert and not as an arbitrator and the determination is final and binding on both parties.</p> <p>Any dispute under this clause 6 must be determined by a member of the Australian Property Institute Inc (NSW) Division appointed by its president at the request of either party.</p>
<p>6.5</p>	<p>Dispute Resolution</p> <p>it may terminate this Lease by giving the Lessee at least one (1) month's notice ending on any day of the month. At the end of that month's notice, this Lease ends.</p>

- (i) occurs in the Premises;
 - (ii) arises from the use of the services in the Premises;
 - (iii) arises from the overflow or leakage of water from the Premises; or
 - (iv) arises by a failure to comply with the provisions of clause 5.10 or in any way results from any contamination in on or from the Premises
- (a) whether or not it is caused by the Lessee's negligence or default if it:

8.2.2 The Lessee releases the Lessor from and indemnifies it against any Claim for damages, loss, injury or death;

8.2.1 The Lessee occupies and uses the Premises at its own risk. The Lessee also carries out building work in the Premises at its risk.

8.2 Indemnities & Release

- 8.1.3 contents insurance covering the Lessee's plant fittings fixtures and contents contained in the premises.
- 8.1.2 plate glass insurance for the Premises in the names of the Lessee and Lessor;
- 8.1.1 public risk insurance relating to the Premises in the sum of at least twenty million dollars (\$20,000,000.00) in the names of the Lessee and Lessor;

The Lessee must maintain at its own expense the following insurances with an insurer reasonably approved by the Lessor and must provide a certificate of currency to the Lessor upon demand:

8.1 Lessee's Insurance

PART 8: INSURANCE AND INDEMNITIES

The Lessee shall not mortgage charge or otherwise encumber its estate or interest in the Lease.

7.3 Restriction on Mortgaging

If the Lessee is a company that is not a listed public company, nor a subsidiary of a listed public company and it is proposed to change the shareholding of the Lessee or its holding company so that a different person or persons will control the board of directors or more than 50% of the voting shares, then the Lessee must not make the change unless it obtains the Lessor's approval and complies with clause 7.1 as if the person or persons obtaining control was a proposed assignee.

9.2.1 re-enter into and take possession of the Premises or any part (by force if necessary) and eject the Lessee and terminate the Lease;

Subject to clause 9.1 if the Lessee fails to remedy any default set out in clause 9.1 at the time when the Lessor requires it to do so, (save for non-payment of Rent set out in clause 9.1.1 when no notice will be required) the Lessor may do any one or more of the following:

9.2 Forfeiture of Lease

then the Lessor lawfully may (without prejudice to any other rights of the Lessor) exercise the all or any of the rights outlined in clauses 9.2, 9.3 and 9.4.

9.1.6 the Lessee being a company shall enter into liquidation voluntarily or otherwise except for the purpose of reconstruction

9.1.5 the Term or the interest of the Lessee in this Lease or in the Premises shall be attached or taken in execution or upon any legal process; or

9.1.4 any assignment is made of the property of the Lessee for the benefit of creditors;

9.1.3 the Lessee shall be declared bankrupt or becomes an externally-administered body corporate within the meaning of the Corporations Act;

9.1.2 the Lessee breaches any other term of this Lease;

9.1.1 the Rent or any part of it, or any other moneys payable by the Lessee pursuant to this Lease, is unpaid for fourteen (14) days after it is due whether legally demanded or not;

IF

9.1 Event of Default

PART 9: DEFAULT

8.2.4 The Lessee releases the Lessor from and indemnifies the Lessor against any Claim arising from anything the Lessor is permitted to do under this Lease.

8.2.3 The Lessor must use reasonable endeavours to ensure the services (but not including the air conditioning equipment) in the Premises operate efficiently during normal working hours but the Lessor is not liable to the Lessee if they do not, and the Lessee can make no Claim in that regard.

(b) if it arises from any act or omission of the Lessee or its employees, agents or invitees, except to the extent that it is caused by the Lessor's deliberate act or negligence.

except to the extent that it is caused by the Lessor's deliberate act or negligence; or

9.2.2	by notice in writing to the Lessee terminate the Lease;
9.2.3	by notice in writing to the Lessee convert the Term of the Lease to a tenancy from month to month; or
9.2.4	exercise any of its other legal rights.
9.3	Lessor's Entitlement to Damages
Subject to clause 9.1 the Lessor may sue the Lessee for damages suffered by the Lessor notwithstanding that	
9.3.1	the Lessee may have abandoned or vacated the Premises; and/or
9.3.2	the Lessor may have accepted the Lessee's repudiation; and/or
9.3.3	the Lessor elects to re-enter the Premises or terminate the Lease; and/or
9.3.4	the parties' conduct may constitute a surrender by operation of law.
9.4	Recovery of Moneys Due to End of Term
Subject to clause 9.1 where the Lease is terminated under this clause 9, the Lessor may recover all money payable by the Lessee under this Lease up to the end of the Term, subject to the obligation to refund to the Lessee from the amount due and received any amount received from any other lessee of the Premises during the unexpired portion of the Term. The Lessor must minimise its loss, but in so doing, it is not taken as having accepted the default by the Lessee.	
9.5	Interest
Without prejudice to the rights powers and remedies of the Lessor under this Lease, the Lessee must pay to the Lessor interest at the rate of 10 per cent (10%) per annum on any rent or money due but unpaid for seven (7) days by the Lessee under this Lease, until payment in full, and to be recoverable as arrears of Rent.	
9.6	Essential Terms
The essential terms of this Lease are:	
9.6.1	clauses 3.1 relating to payment of Rent;
9.6.2	clause 3.7 to 3.11 inclusive relating to payment of Outgoings and GST;
9.6.3	clause 2.2 relating to holding over;
9.6.4	clause 5.1 relating to repairs;
9.6.5	clause 4.1 and 4.2 relating to use of the Premises; and

10.2.2 treat the Lessee's property as abandoned, in which case title in the Lessee's property passes to the Lessor who may deal with it as it thinks fit without being liable to account to the Lessee.

10.2.1 remove and store the Lessee's property at the Lessee's risk and expense; or

If the Lessee does not comply with clause 10.1.2, the Lessor may:

10.2 Failure to Remove the Lessee's Property

10.1.5 reinstate the premises to their original condition. If the Lessee shall fail to make good any damage or to reinstate the premises as aforesaid the Lessor may do so and all the Lessor's costs whatsoever of so doing shall be paid by the Lessee to the Lessor upon demand.

10.1.4 return all keys, security passes and cards held by it; and

10.1.3 repair any damage caused by the removal of the Lessee's property and fixtures and fittings or caused to the Premises or the Land by the Lessee at any time during the Term, and leave the Premises clean and free from rubbish;

10.1.2 if the Lessor requires, remove all of the Lessee's property and fixtures and fittings from the Premises and restore any interior or exterior surface to the condition they were in at the start of the lease;

10.1.1 vacate the Premises and give them back to the Lessor in good repair and condition, and in the condition they were in at the start of the lease;

On termination the Lessee must:

10.1 Lessee's Obligations

PART 10: TERMINATION OF TERM

Demand or acceptance of Rent or other money owing under this Lease after default by the Lessee may be applied towards money owing at the Lessor's discretion and does not affect the rights of the Lessor under this Part 9, nor does it constitute a waiver of any default by the Lessee.

9.8 Acceptance of Rent

The Lessor may remedy any default by the Lessee including entering into the Premises for that purpose, and recover its costs of doing so from the Lessee as a liquidated debt.

9.7 Lessor's Remedy

provided that the presence of this clause in this Lease shall not mean or be construed as meaning that there are no other essential terms in this Lease.

9.6.6 clause 7.1 and 7.2 relating to assignment or subletting

PART 13: MISCELLANEOUS

- (a) Item 1 – a rental being the current market rental for the Premises as determined in accordance with clause 3.5;
 - (b) Item 5 – a reduction in the number of Option Periods by one;
 - (c) Item 7 – updated by inserting the relevant amount of the bank guarantee/security deposit; and
 - (d) all dates and other details will be updated as appropriate.
- 12.1.5 the Reference Schedule will be amended as follows:
- 12.1.4 Clause 16 will be deleted; and
- 12.1.3 this clause giving the right of renewal shall be deleted; and
- the Lessor must grant a lease of the Premises to the Lessee for the Option Term set out in Item 5 on the same terms as this Lease except:
- 12.1.2 given the Lessor not less than three (3) calendar months and not more than six (6) calendar months notice in writing before the Terminating Date that it wishes to exercise its option to lease the Premises for the further term;
- 12.1.1 punctually paid the Rent (and any other moneys payable pursuant to this Lease) and observed and performed all of the terms of this Lease at all times during the Term; and
- 12.1 If a further term is stated in Item 5 of the Reference Schedule and the Lessee has:

PART 12: OPTION OF RENEWAL

- 11.1 If the Lessee performs and observes all its obligations under this Lease, it may use the Premises without interruption or disturbance from the Lessor or any person claiming by, through or under the Lessor.

PART 11: QUIET ENJOYMENT

- 10.3.1 If the whole or part of the Premises are resumed by a competent authority which materially adversely affects the use of the Premises by the Lessee, then the Lessee may by notice in writing terminate this Lease without prejudice to the rights of any party to any antecedent breach of the terms of this Lease.
- 10.3.2 If the Lease is terminated under clause 10.3.1 then the Lessee is not entitled to make any Claim against the Lessor, but nothing will prevent the Lessee from making any Claim for compensation from the resuming authority.
- 10.3 Resumption

- (a) for the preparation, stamping and registration of this Lease;
- (b) relating to any assignment, subletting or extension of this Lease;
- (c) relating to any surrender or termination of this Lease except upon expiry;
- (d) arising from any breach of the Lease by the Lessee; and
- (e) for any consent required under this Lease (including from the local government authorities); and

13.5.2 the Lessor's reasonable legal expenses:

13.5.1 the registration fees, mortgagees consent fees and surveyor's fees, for the preparation of any plan, required for registration of this Lease (if applicable);

The Lessee must pay the Lessor:

13.5 Costs

Any notice or request must be served in the manner prescribed by Section 170 of the Conveyancing Act, 1919 to the registered office or principal place of business of the party being served, or at such other place notified by the party being served in writing.

13.4 Notices

No waiver by the Lessor is effective unless it is in writing. A demand for Rent or other money owing by the Lessee or the subsequent acceptance of Rent or other money does not constitute a waiver of any earlier default by the Lessee.

13.3 Waiver

13.2.2 Whenever the consent of the Lessor's mortgagee over the Land is required the Lessee will promptly execute any document reasonably required by the Lessor's mortgagee at the cost of the Lessee, including the costs of consent and production of the certificate of title for registration of this Lease.

13.2.1 If this Lease is conditional upon the written consent of any mortgagee of the Land and if the mortgagee's consent is not obtained within a reasonable time after the Commencing Date (other than due to the Lessor's default) the Lessor may terminate this Lease without compensation to the Lessee.

13.2 Mortgagee's Consent

The Lessor does not warrant that the Premises are suitable for any purpose or that the Premises may be used for the Permitted Use.

13.1 No Warranty as to Use

- 13.5.3 the costs associated with complying with any conditions of consent to this Lease.
- 13.6 Lessor's Dealing with the Land**
- The Lessor may subdivide the Land or grant easements or other rights over it but not so as to substantially derogate from the Lessee's enjoyment of the Premises.
- 13.7 Power of Attorney**
- The Lessee irrevocably appoints the Lessor and each of its officers as the Lessee's attorney and after the right to re-enter has arisen the Lessor may, as the Lessee's attorney sign a surrender of this Lease, sign a withdrawal of any caveat lodged by the Lessee or sign any other document concerning this Lease using the Lessee's name and may do anything relating to the Premises which the Lessee could do.
- 13.8 Entire Understanding**
- 13.8.1 This Lease is the entire agreement and understanding between the parties on everything connected with this Lease and supersedes any prior agreement or understanding or anything connected with this Lease.
- 13.8.2 Each party has entered into this Lease without relying on any representation by any other party or any person purporting to represent that party, except as set out in this Lease.
- 13.9 Conveyancing Act 1919**
- The covenants and conditions and restrictions implied by law in section 84, 85 and 86 of the Conveyancing Act 1919 do not apply to this lease.
- 13.10 Jurisdiction**
- The laws of New South Wales govern this Lease and the parties submit to the non-exclusive jurisdiction of the courts of New South Wales and the Federal Court of Australia.
- 13.11 Retail Lease**
- The Lessee covenants that the premises must not be used for any purpose which would invoke the provisions of the Retail Leases Act (NSW) 1994, and that that Act does not apply to this Lease.
- 13.12 Managing Agent**
- The Lessor may from time to time appoint a managing agent to manage the Premises and any managing agent so appointed shall represent the Lessor in all matters relating to the Lease except insofar as the Lessor shall otherwise direct in writing and PROVIDED ALWAYS that any communication from the Lessor to the Lessee shall to the extent of any inconsistency supersede any communication from the managing agent.

The application of the Lease of any moratorium or other Act whether State or Federal having the effect of extending the Term reducing or postponing the payment of the Rent reserved or any part thereof or otherwise affecting the operation of the covenants conditions and stipulations on the part of the Lessee to be performed or observed or providing for compensation rights or privileges at the expense of the Lessor in favour of the Lessee or any other person is hereby expressly excluded and negated.

13.13 Moratorium Negated

PART 14: SECURITY DEPOSIT/BANK GUARANTEE

14.1 Provision of Deposit

On the execution of this Lease the Lessee will:

14.1.1

provide an unconditional guarantee from a bank licensed to carry on business in Australia and having an office in Sydney approved by the Lessor to the Lessor which entitles the Lessor to make a claim on the guarantee without recourse to the Lessee which entitles the Lessor to apply any amount under the guarantee to any amount payable by the Lessee to the Lessor under this Lease as the Lessor determines; or

14.1.2

deposit with the Lessor, may be held by the Lessor on the Lessee's account in an interest bearing account in the Lessor's name with the interest remaining in the account, but being accounted for to the Lessee subject to appropriation by the Lessor, under this Lease;

an amount being the sum as specified in Item 7 of the Reference Schedule ("the Deposit") as security for the due and punctual observance and performance of all the terms on the Lessee's part contained in this Lease.

14.2 Increases in Deposit

Upon each Rent Review Date, the Lessee will provide to the Lessor either an increased Deposit, or a replacement Deposit which represents the increased sum arising from the review of the Rent.

14.3 Appropriation of Deposit

14.3.1

If at any time the Lessee fails to duly and punctually observe and perform the terms of this Lease, then the Lessor may in its discretion at any time appropriate and apply so much of or the whole of the Deposit as may be necessary in the opinion of the Lessor to compensate the Lessor for loss or damage sustained or suffered by the Lessor by reason of such breach by the Lessee.

14.3.2

Any such appropriation by the Lessor shall not be deemed to and shall not operate to waive the Lessee's breach and shall not prejudice any other right of the Lessor arising from such breach.

- (a) this guarantee and indemnity is a continuing guarantee and indemnity and shall be unconditional and irrevocable, and shall remain in full force and effect until the obligations of the Lessee under this Lease have been fully satisfied;
- (b) this guarantee and indemnity shall not be wholly or partially discharged by the payment at any time of any monies on account or by any time credit indulgence or concession extended by the Lessor to the Lessee or the Guarantor(s) or to any other person, or by any compromise release abandonment waiver variation relinquishment or renewal of any rights of the Lessor against the Lessee or the Guarantor(s) or any other person, or by the winding up or bankruptcy of any party to the Lease or by any other dealing matter or thing whatsoever or by any alteration modification variation or addition to this Lease;

The Guarantor(s) named in Item 6 of the Reference Schedule, in consideration of the Lessor entering into this Lease at the Guarantor's request, guarantees to the Lessor the due and punctual performance by the Lessee of the Lessee's obligations under this Lease, and indemnifies and will continue to indemnify the Lessor against all loss damage costs and expenses suffered or incurred by the Lessor as a result of any failure by the Lessee to pay any monies under this Lease or as a result of any breach by the Lessee of any of the covenants and conditions contained or implied in this Lease. The Guarantor(s) agrees and declares that-

15.1 Guarantee and Indemnity

PART 15: GUARANTEE AND INDEMNITY

If the Lessor assigns or transfers its interest in the Premises it may assign the Deposit less any sums properly appropriated by the Lessor and not reinstated to any assignee or transferee and thereupon the Lessor is discharged from all liability to the Lessee or any other person with respect to the Deposit.

14.4 Assignment of Deposit

14.3.5 If a rent free period has been provided by the Lessor to the Lessee and as a consequence of clause 3.1.5 later becomes payable by the Lessee to the Lessor the Deposit may be applied against all or part of the Rent then due and payable by the Lessee to the Lessor.

14.3.4 If the Lessee complies with all the terms of the Lease, the Deposit less any sums appropriated by the Lessor in accordance with this clause and not reinstated shall be refunded to the Lessee as soon as reasonably practicable after the expiration of the Term or of any holding over period or upon the sooner termination of this Lease.

14.3.2 If the Lessor appropriates all or part of the Deposit, then the Lessee will within five (5) days of demand by the Lessor provide to the Lessor the amount of the sum so appropriated in order to reinstate the Deposit.

By signing this Lease, R & S Font Super Pty Ltd ACN 647 569 140 as trustee for the R & S Font Superannuation Fund gives its consent to the terms and conditions contained in this Lease.

16.1 ACCEPTANCE BY TRUSTEE OF SUPER FUND

PART 16: SPECIAL CONDITIONS

- (c) this guarantee and indemnity is in addition to and not in substitution for any other rights which the Lessor may have under this Lease and may be enforced against the Guarantor(s) without first having recourse to any such rights and without taking any steps or proceedings against the Lessee;
- (d) this guarantee and indemnity shall endure for the benefit of the Landlord and its assigns; however every Guarantor(s) shall on request by the Landlord execute a further guarantee and indemnity between the Guarantor(s) and the assignee to confirm this guarantee and indemnity.

REFERENCE SCHEDULE

Item 1	Rent	\$14,400.00 per annum plus GST by monthly instalments of \$1,200.00 plus GST
Item 2a	Rent Review Dates	Not applicable.
Item 2b	Market Review Dates	Not applicable.
Item 3	Percentage Share of Outgoings	Not applicable.
Item 4	Use of Premises	Design Studio and Commercial offices.
Item 5	Option Term	Not applicable.
Item 6	Guarantor	Not applicable.
Item 7	Security Deposit/Bank Guarantee	Not Applicable
		\$1,320.00

Execution by the Parties

Executed by R & S Font Pty Ltd ACN 090 673 608

(Lessee) in accordance with section 127 of the Corporation Act 2001

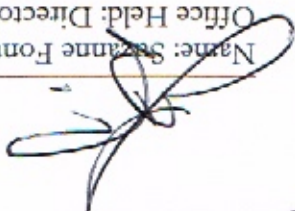
Name: Robert Anthony Font
Office Held: Director & Secretary

26/4/21



Name: Suzanne Font
Office Held: Director & Secretary

26/4/21

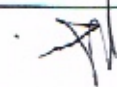


Executed by R & S Font Property Pty Ltd ACN 648 923 755

(Lessor) in accordance with section 127 of the Corporation Act 2001

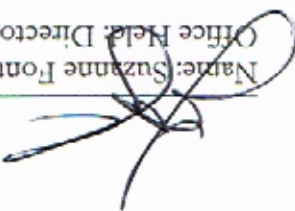
Name: Robert Anthony Font
Office Held: Director & Secretary

26/4/21



Name: Suzanne Font
Office Held: Director & Secretary

26/4/21



Executed by R & S Font Super Pty Ltd ACN 647 569 140

in accordance with section 127 of the Corporation Act 2001

Name: Robert Anthony Font
Office Held: Director & Secretary

26/4/21



Name: Suzanne Font
Office Held: Director & Secretary

26/4/21

