

MEMORANDUM OF LEASE**CERTIFICATES OF TITLE BEING LEASED**

Whole of the land comprised and described in Certificate of Title Register Book Volume **6133** Folio **93**, being Lot 2 in Community Plan 27927

(Leased Premises)

ESTATE AND INTEREST

In Fee Simple

ENCUMBRANCES**LESSOR** (Full name and address)

EMLEX PTY LTD ACN 610 814 492 as trustee for the A & E Superannuation Fund c/- KMT Partners, 31 Hauteville Terrace, Eastwood SA 5063

LESSEE (Full name, address and mode of holding)

ALEDEN PTY LTD ACN 116 113 887 as trustee for Aleden Assets Family Trust c/- KMT Partners, 31 Hauteville Terrace, Eastwood SA 5063

TERM OF LEASE

COMMENCING ON 1 JUNE 2016

EXPIRING ON 31 MAY 2021

subject to the further rights of renewal contained in clause 3.4

RENT AND MANNER OF PAYMENT (OR OTHER CONSIDERATION)

TWENTY NINE THOUSAND DOLLARS (\$29,000.00) per annum (exclusive of GST) payable in advance by equal calendar monthly instalments of **TWO THOUSAND TWO HUNDRED AND FIFTY DOLLARS** (\$2,250.00)(exclusive of GST) on the Commencement Date and thereafter on the first day of each and every successive calendar month and subject to review in accordance with Part 4 of this Lease.

OPERATIVE CLAUSE ^(a) delete the inapplicable

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

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

NOT APPLICABLE

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

TABLE OF CONTENTS

PART 1. PARTIES, DEFINITIONS AND CONSTRUCTIONS	4
PART 2. OCCUPATION.....	5
PART 3. TERM, RIGHT OF RENEWAL	6
PART 4. RENT AND RENT REVIEW	7
PART 5. UTILITIES, OUTGOINGS, EXPENSES, COST OF LEASE, BANK GUARANTEE, PERSONAL GUARANTEE.....	12
PART 6. USE OF LEASED PREMISES, RESTRICTIONS ON USE, COMPLIANCE WITH STATUTES.....	17
PART 7. POSSESSION, ASSIGNMENT AND SUB-LETTING	21
PART 8. CARE AND MAINTENANCE, REPAIRS AND CLEANING AND DEFECTS	23
PART 9. ALTERATIONS AND IMPROVEMENTS, FIXTURES, FITTINGS, PLANT, TELEPHONES, KEYS.....	26
PART 10. RESUMPTION AND DAMAGE TO LEASED PREMISES	29
PART 11. INSURANCE	31
PART 12. DEFAULT, NOTICE TO REMEDY, BREACH, RE-ENTRY, TERMINATION, WAIVER, ATTORNMEN, ESSENTIAL TERMS, INTEREST ON ARREARS	33
PART 13. LESSOR'S RIGHTS AND INDEMNITIES	38
PART 14. MISCELLANEOUS	41
PART 15. ENVIRONMENT PROTECTION ACT 1993	45
PART 16. GOODS AND SERVICES TAXES	46
PART 17. COMMON AREAS.....	47
PART 18. SPECIAL CONDITIONS.....	49
SCHEDULE	50
EXCLUSION OF WARRANTY FOR FITNESS FOR PURPOSE.....	54

PART 1. PARTIES, DEFINITIONS AND CONSTRUCTIONS

THE PARTIES

- 1.1 The "**Lessor**" means the party or parties described on page 1 of this Lease as the Lessor and if more than one then jointly and severally and includes heirs, executors, administrators, successors and assigns.
- 1.2 The "**Lessee**" means the party or parties described on page 1 of this Lease as the Lessee and if more than one then jointly and severally and includes heirs, executors, administrators, successors and permitted assigns.

DEFINITIONS AND CONSTRUCTIONS

- 1.3 "**Building**" means the interior and exterior of the building erected on the Land in which the Leased Premises is contained together with all improvements now or hereafter erected on or made to the Land, including but not limited to airconditioning, fire protection and other plant, machinery and equipment and all fixtures and fittings of the Lessor and all conveniences, Services, amenities and appurtenances.
- 1.4 "**Car Park**" means a portion of the Common Areas designated by the Lessor from time to time for the passage, parking or unloading of motor vehicles.
- 1.5 "**Common Areas**" has the meaning given in clause 17.1 of the Lease.
- 1.6 "**Goods**" has the meaning given in clause 9.11 of the Lease.
- 1.7 "**Land**" has the meaning given in ITEM 1 of the Schedule.
- 1.8 "**Commencement Date**" means that date first day of the Term.
- 1.9 "**Leased Premises**" has the meaning given in ITEM 2 of the Schedule.
- 1.10 "**Term**" means the term specified on page 1 of this Lease and, where applicable, any renewal of the Term in accordance with the provisions of Part 3 of this Lease.
- 1.11 "**Rent**" means the rent specified on page 2 of this Lease or such other varied rent agreed or determined from time to time in accordance with the provisions of Part 4 of this Lease.
- 1.12 "**Rent Review Date**" means each of the dates specified in ITEM 7 of the Schedule.
- 1.13 "**Marginal Notes, Headings and Reference Notes**" are not part of this Lease or of the covenants or conditions of this Lease and are not intended to nor shall they affect, alter or limit the interpretation or construction of this Lease.
- 1.14 "**Lease Year**" means any period of twelve (12) calendar months ending on the 30th day of June.
- 1.15 "**Redevelopment**" shall include:
- 1.15.1 the demolition and rebuilding of all or part of the Buildings on the Land and Common Areas; and/or

1.15.2 the substantial repair, renovation, redesign or reconstruction of all or any part of the Buildings on the Land (including to create a new or modified tenancy or tenancies) and Common Areas;

that cannot be carried out practicably without vacant possession of the Leased Premises.

1.16 “**Schedule**” means the Schedule annexed hereto and which forms part of this Lease.

1.17 “**Services**” includes: -

1.17.1 all utility services whatsoever including but not limited to: -

1.17.1.1 electricity, gas, oil and other energy supplies; telephone, telex, facsimile, data link, and other communication facilities;

1.17.1.2 water and sewage supplies;

1.17.1.3 fire prevention and safety;

1.17.1.4 lifts and transportation services and systems;

1.17.2 (where the context requires or admits) installations relating to the utilities referred to in clause 1.17.1 includes all parts, wires, pipes and conduits incorporated in those facilities or appurtenant to them.

PART 2. OCCUPATION

2.1 In the event that the Lessor allows the Lessee to take occupation of or have access to the Leased Premises prior to the Commencement Date, then it is expressly agreed that in respect of such period of occupation and/or access the Lessor and the Lessee shall be bound in contract by all the terms of this Lease other than in respect of the Lessee’s obligation to pay Rent and Lessee’s Proportion of Outgoings and the Lessor’s obligations relating to quiet possession and Common Areas.

2.2 Notwithstanding any other provision of this Lease, the Lessor is not obliged to provide the Lessee with access to or occupation of the Leased Premises (and will not be liable to the Lessee for not doing so) until such time as:

2.2.1 this Lease and personal guarantee(s) (if required) have been executed and provided to the Lessor;

2.2.2 the Lessee has provided to the Lessor the bank guarantee (if required);

2.2.3 the Lessee has demonstrated to the reasonable satisfaction of the Lessor that all requisite insurances are in place; and

2.2.4 all amounts payable to the Lessor (including any deposit and any obligation to reimburse or pay all or a proportion of the Lessor’s costs payable under this Lease) have been paid.

PART 3. TERM, RIGHT OF RENEWAL

TERM

- 3.1 The Term commences at 12:01 a.m. on the first day of the Term and ends at 12:00 a.m. (midnight) on the last day of the Term.

HOLDING OVER

- 3.2 If the Lessee remains in occupation of the Leased Premises after the expiration or the sooner determination of this Lease then the Lessee shall be deemed to hold the Leased Premises as a tenant on a monthly basis subject to all the covenants and conditions contained in this Lease save and except that the monthly rent payable shall be an amount equivalent to the monthly Rent payable at the expiration or sooner determination of this Lease plus 5%. The monthly tenancy created by this clause may be terminated on any day by either the Lessor or Lessee giving to the other 30 days notice in writing and the tenancy terminates at midnight on the 31st day from the date the termination notice is served.
- 3.3 If the monthly tenancy created by virtue of clause 3.2 of this Lease continues for more than six (6) months and the provisions of section 20B of the *Retail and Commercial Leases Act 1995* apply then all of the provisions of this Lease (excluding any option(s) of renewal contained in this Lease) will apply to any new lease created by the virtue of section 20B of the *Retail and Commercial Leases Act 1995* (**Statutory Lease**). The dates on which rent reviews and anything else that is required to be done on a date specified in this Lease will be carried out in the Statutory Lease as at or done on dates which fall at the end of the same period from the commencement of the Statutory Lease as the corresponding dates fall in this Lease in relation to its commencement.

RIGHT OF RENEWAL

- 3.4 If the Lessee is not in breach of the payment of the Rent, Lessee's Proportion of Outgoings and or any other moneys payable under this Lease by the Lessee and in the observance and performance of the covenants and conditions contained or implied on the part of the Lessee to be performed and observed, then the Lessee shall have a right of renewal of this Lease exercisable by notice in writing to the Lessor not later than three (3) months and not earlier than six (6) months before the end of the Term :
- 3.4.1 for a further period specified in ITEM 6 of the Schedule;
- 3.4.2 at the Rent calculated in accordance with the provisions set out in Part 4 of this Lease; and
- 3.4.3 upon the same covenants and conditions as have applied during the Term.

- 3.5 If only one (1) option of renewal is specified in ITEM 6 of the Schedule then the further period shall not contain any further option for renewal.
- 3.6 If more than one (1) option for renewal is specified in ITEM 6 of the Schedule then the further period shall contain the remaining option(s) for renewal specified in ITEM 6 of the Schedule to the exclusion of the option exercised.

PART 4. RENT AND RENT REVIEW

PAYMENT OF RENT AND OTHER MONEYS

- 4.1 The Lessee shall pay in advance at the times specified in this Lease the Rent and all other moneys payable under this Lease by the Lessee whether demanded or not to the Lessor or to such other person or in such manner as the Lessor may from time to time nominate in writing. The Rent for any period at the beginning or end of the Term of less than one (1) calendar month shall be adjusted according to the proportion of the month which is included in the Term.
- 4.2 The Lessee will pay and continue to pay Rent under this Part 4 regardless of any set-off, cross claim or deduction it may claim against the Lessor and regardless of any dispute which may arise between the Lessor and the Lessee.

RENT REVIEW

Definitions

In this clause:

- 4.3 "**Business Day**" means a weekday other than a Saturday or Sunday or a day that is a gazetted public holiday in Adelaide.
- 4.4 "**Consumer Price Index**" means the consumer price index (for four (4) quarters) published by the Australian Bureau of Statistics for Adelaide (Capital City) (All Groups Index Numbers) or if that index is suspended or discontinued, the index substituted for it by the Australian Statistician or by any other body authorised by the Commonwealth of Australia to do so.
- 4.5 "**Current CPI**" means in respect of a Rent Review Date:
- 4.5.1 the Consumer Price Index number last published prior to that Rent Review Date;
- or
- 4.5.2 if an actuary is appointed by the Lessor, the index number determined in accordance with clause 4.16.
- 4.6 "**CPI Increase**" means a Rent calculated by the following formula:

$$\text{Rent} = \left(\frac{\text{Current CPI}}{\text{Previous CPI}} \right) \times \text{Existing Rent}$$

- 4.7 **"Current Market Rent"** means the current market rent of the Leased Premises on the basis:
- 4.7.1 that the Lessee and the Lessor have observed all the terms of this Lease;
 - 4.7.2 that the Lessee will occupy the Leased Premises on the terms of this Lease;
 - 4.7.3 that if any part of the Building has been damaged or destroyed, that part of the Building has been reinstated; and
 - 4.7.4 that the Lessor is a willing but not anxious landlord and the Lessee is a willing but not anxious tenant and that the Lessee is being offered vacant possession;
- taking into consideration:
- 4.7.5 current rent values in respect of new tenancies of vacant premises the permitted use of which is similar to the Permitted Use;
 - 4.7.6 current rent values in respect of rent reviews during current tenancies of premises the permitted use of which is similar to the Permitted Use;
 - 4.7.7 current rent values in respect of renewals of existing tenancies of comparable properties the permitted use of which is similar to the Permitted Use;
 - 4.7.8 the value of the local goodwill attaching to the Leased Premises (as distinct from the personal goodwill attached to the Lessee's Business conducted at or from the Leased Premises) attributable to the location, facilities, management and promotion of the Land and Building;
 - 4.7.9 the fact that part of the Term has elapsed at the Rent Review Date;
 - 4.7.10 any rent free period, financial contribution, allowance or inducement whether in cash or kind, or other concession customarily or likely to be offered to tenants; and
 - 4.7.11 any temporary disturbance resulting from maintenance of any part of the Land, or the Lessor's plant and equipment at any time carried out by the Lessor;
- but disregarding:
- 4.7.12 the value attaching to any personal goodwill attributable to the Lessee's business conducted at or from the Leased Premises;
 - 4.7.13 the value attaching to the Lessee's trade fixtures and fittings on the Leased Premises; and
 - 4.7.14 any value attaching to any licence or permit in respect of the Leased Premises.
- 4.8 **"Existing Rent"** means the Rent payable under this Lease immediately before a given Rent Review Date.
- 4.9 **"Fixed Rent Increase"** (unless an increased annual rent is otherwise specified in ITEM 5 of the Schedule in which case it means the increased annual amount so specified) means a rent

determined by increasing the Existing Rent by the percentage specified in ITEM 5 of the Schedule, for example:

$$\text{Fixed Rent Increased} = \text{Existing Rent} + (\% \times \text{Existing Rent})$$

(where '%' is the percentage specified in ITEM 5 of the Schedule)

- 4.10 **"Previous CPI"** means in respect of a Rent Review Date:
- 4.10.1 the Consumer Price Index number last published (for four (4) quarters) prior to either the date of the most recent previous Rent Review Date or Commencement Date, whichever is the more recent date; or
- 4.10.2 if an actuary is appointed by the Lessor, the index number determined in accordance with clause 4.16.
- 4.11 **"Rent Review Date"** means each of the dates specified in ITEM 7 of the Schedule to this Lease.
- 4.12 **"Rent Dispute Notice"** means a notice given by the Lessee to the Lessor under clause 4.21.
- 4.13 **"Rent Review Notice"** means a notice given by the Lessor to the Lessee under clause 4.19.
- 4.14 **"Valuer"** means a valuer who:
- 4.14.1 is a full member of the Australian Property Institute (SA Division) Inc. or its successor of not less than five (5) years standing; and
- 4.14.2 has had not less than five (5) years practical experience (in South Australia and immediately prior to the relevant Rent Review Date) in the valuation of:
- 4.14.2.1 commercial retail and industrial properties; and
- 4.14.2.2 properties similar to the Leased Premises.

Determination of Current or Previous CPI

- 4.15 If in determining:
- 4.15.1 the Current CPI:
- 4.15.1.1 the Consumer Price Index number is not published; or
- 4.15.1.2 in the opinion of the Lessor there is a material change in the basis of assessment of the Consumer Price Index; or
- 4.15.2 the Previous CPI, no Consumer Price Index number was published prior to the relevant Rent Review Date;
- the Lessor may appoint an actuary from the Fellows of the Institute of Actuaries of Australia to determine:
- 4.15.3 in respect of the Current CPI, an index number which reflects the prevailing levels of prices for the Adelaide Metropolitan area at that Rent Review Date; or

- 4.15.4 in the case of the Previous CPI, an index number which reflects the prevailing levels of prices for the Adelaide metropolitan area at either the date of the most recent previous Rent Review Date, or Commencement Date of this Lease, whichever is the more recent date.
- 4.16 The actuary shall provide to the Lessor a certificate containing an index number and such index number shall be a final determination of the Current CPI or Previous CPI (as the case may be) and shall be binding on the Lessor and Lessee.
- 4.17 The Lessor and the Lessee shall pay the actuary's costs and expenses in equal shares.

Rent Review

- 4.18 On each Rent Review Date the Rent will be reviewed with effect from that date in accordance with the method or manner of review specified for that Rent Review Date in ITEM 8 of the Schedule.

Rent Review Notice

- 4.19 The Lessor may at any time not earlier than three (3) months prior to each Rent Review Date upon which the Rent is specified to be reviewed to Current Market Rent, by notice to the Lessee, review and fix the Rent at an amount which in the opinion of the Lessor is the then Current Market Rent but failure to give a Rent Review Notice in respect of a Rent Review Date will not prejudice the right of the Lessor to give a Rent Review Notice in respect of a Rent Review date at any time in respect of that Rent Review Date.

Reviewed Rent payable from Rent Review Date

- 4.20 The amount of the Rent stated in the Rent Review Notice is payable from the applicable Rent Review Date even if:
- 4.20.1 the Rent Review Notice was given after the applicable Rent Review Date; or
- 4.20.2 a Rent Dispute Notice is given.

Rent Dispute Notice

- 4.21 If the Lessee on receiving a Rent Review Notice is of the opinion that the Rent stated in the Rent Review Notice as the Current Market Rent is not the Current Market Rent, then within ten (10) Business Days of receiving a Rent Review Notice the Lessee may give the Lessor a Rent Dispute Notice which specifies the Lessee's opinion of the Current Market Rent.

Failure to give Lessee Rent Dispute Notice

- 4.22 If the Lessee fails to give the Lessor a valid Rent Dispute Notice the Lessee is taken to accept the Rent stated in the Rent Review Notice as the Current Market Rent.

Valuers

4.23 If the Lessee gives a valid Rent Dispute Notice and the Lessee and the Lessor fail to agree the Current Market Rent within ten (10) Business Days of the Lessor receiving the Rent Dispute Notice, then:

4.23.1 the amount of the Current Market Rent will be determined by a Valuer appointed by agreement between the Lessor and Lessee, or failing agreement, appointed by a person for the time being holding or acting in the office of President of the Australian Property Institute (SA Division) Inc or its successor; and

4.23.2 the Valuer must state reasons for his determination and the matters taken into account.

Valuer fails to accept appointment

4.24 If any Valuer appointed under this clause:

4.24.1 fails to accept the appointment to act;

4.24.2 fails to complete a written assessment of the Current Market Rent within one (1) calendar month of accepting the appointment to act;

4.24.3 becomes incapacitated or dies; or

4.24.4 resigns;

the Lessor and the Lessee may within five (5) Business Days appoint another Valuer to replace that Valuer and in default of agreement appointed by a person for the time being holding or acting in the office of President of the Australian Property Institute (SA Division) Inc. or its successor or appointed by order of a Court on the application of either the Lessor or Lessee.

Valuer to act as an expert not an arbitrator

4.25 The Valuer (whether selected pursuant to clauses 4.23 and 4.24) is to act as an expert and not as an arbitrator and such determination is conclusive and binds the Lessor and the Lessee.

Rent different from that stated in Rent Review Notice

4.26 On the amount of the Rent being agreed or determined

4.26.1 the Lessor shall refund to the Lessee any Rent which by reason of the agreement or determination constitutes an over payment of Rent together with interest for that period; or

4.26.2 if the Rent as agreed, determined or arbitrated is higher than the Rent stated in the Rent Review Notice, the Lessee shall immediately pay to the Lessor for the period from the applicable Rent Review Date to the date that the reviewed Rent is paid

the difference between the reviewed Rent and the amount stated in the Rent Review Notice together with interest for that period.

Payment of Costs

4.27 The Lessor and the Lessee shall each pay half the costs of determining the Current Market Rent.

Option to Renew at Current Market Rent

4.28 If this Lease provides for an option to renew the Lease at Current Market Rent then notwithstanding any other provision of this Lease:-

- 4.28.1 the Lessee is entitled to request a determination of the Current Market Rent within the period that begins six (6) months before and ends two (2) months before the last day on which the option may be exercised, but may not make such a request if the Lessor and the Lessee have already agreed as to what the actual amount of that Rent is to be;
- 4.28.2 the Lessee makes a request by giving notice in writing of the request to the Lessor;
- 4.28.3 if the Lessee makes a request, the amount of the Current Market Rent is to be determined (as at the time of the request) in accordance with the provisions of section 35 of the *Retail and Commercial Leases Act 1995* (as amended) and the period within which the Lessee must exercise the option is varied so that the last day on which the option may be exercised is 21 days after the determination of Rent is made and notified to the Lessee in writing or the last day of the Term, whichever is the earlier;
- 4.28.4 the Lessor and Lessee agree that the amount of Rent determined under clause 4.28.3 is the Current Market Rent for the purposes of the exercise of the option (even though it may be a determination of the Current Market Rent as at some earlier time);
- 4.28.5 the Lessor and the Lessee are to pay the costs of the determination of Current Market Rent in equal shares unless the Lessee decides not to exercise the option to renew the Lease in which case the Lessee is liable to reimburse the Lessor for the Lessor's share of the costs (i.e. the Lessee must bear the costs in their entirety).

PART 5. UTILITIES, OUTGOINGS, EXPENSES, COST OF LEASE, BANK GUARANTEE, PERSONAL GUARANTEE

UTILITIES AND OUTGOINGS

The Lessee hereby covenants and agrees with the Lessor as follows:

Utilities

- 5.1 To pay all charges relating to the Services supplied to, used or consumed in or in relation to the Leased Premises and all other charges and impositions imposed by any public utility or authority or otherwise incurred for the supply of any Service supplied to or used in or in respect of the Leased Premises.
- 5.2 Such payments shall be made by the Lessee to the utility or authority requiring the same on or before the due date for payment of the same or, at the option of the Lessor, shall be paid to the Lessor.

Meters

- 5.3 To permit the Lessor to install in or about the Leased Premises any meters necessary for measuring electric energy, gas, water and other Services supplied to the Leased Premises and the cost of such installation shall be paid by the Lessee.
- 5.4 If no such meters are installed a statement in writing given by the Lessor as to any amount payable by the Lessee pursuant to this clause shall be prima facie evidence of the amount payable unless the contrary is proved on the matters stated in such statement.

Air Conditioning

- 5.5 The Lessee shall pay all costs associated with ventilating, air conditioning heating and cooling the Leased Premises.
- 5.6 The Lessee shall pay all costs associated with running, using, maintaining and powering all air conditioning plant and equipment.

Lessee to pay Outgoings

- 5.7 In respect of each Lease Year or part thereof the Lessee shall pay to the Lessor as additional Rent the whole of the Lessee's Proportion of Outgoings (as defined in clause 5.9) in respect of that Lease Year or part thereof at the option of the Lessor either:
- 5.7.1 as and when the same shall fall due for payment and then immediately upon receipt of a demand from or on behalf of the Lessor; or
- 5.7.2 on the basis of an estimate of the same given by or on behalf of the Lessor payable by equal calendar monthly payments at like time and in like manner as Rent is payable and a reconciliation against actual at the end of each Lease Year.
- 5.8 "**Outgoings**" means:
- 5.8.1 all council or corporation rates;
- 5.8.2 water and sewerage rates and charges;
- 5.8.3 strata corporation fees and levies;

- 5.8.4 insurance(s) obtained by the Lessor in relation to the Leased Premises, the Land and/or the Building;
 - 5.8.5 the emergency services levy and other levies, charges, fees assessments imposed by any authority at any time or from time to time;
 - 5.8.6 (subject to the *Retail and Commercial Leases Act 1995* as amended) land tax on a single holding basis;
 - 5.8.7 which shall include any fines or impositions penalties or fees which are at any time charged, imposed, assessed or levied by any supply company, authority, public, municipal or government body authority or department in respect of the Leased Premises;
 - 5.8.8 all costs of management, operation and administration including without limitation all fees and expenses paid to any managing agent and audit legal and valuation fees and expenses;
 - 5.8.9 all costs of gardening and landscaping and sanitation and hygiene;
 - 5.8.10 all repairs maintenance, painting, servicing and replacements to the Building (excluding work of a capital or structural nature);
 - 5.8.11 all costs of security in respect of the Building; and
 - 5.8.12 all those costs specified in clauses 5.1, 5.2, 6.9, 6.10, 9.1, 9.2, 9.3, 9.4, 9.5, 8.6, 9.7, 8.8, 8.9, 9.11, 9.12, 12.1, 12.2, 12.3, 12.4, 12.5, 12.6 and 17.3.6.
- 5.9 **“Lessee’s Proportion of Outgoings”** means:
- 5.9.1 where separately assessed against the Leased Premises or the Lessor or the Lessee or arise out of or by reason of the business carried on by the Lessee in the Leased Premises – one hundred per centum (100%);
 - 5.9.2 where not separately assessed against the Leased Premises or the Lessee the proportion the floor area of the Leased Premises bears to the Total Lettable Floor Area and in the event of any change in the Total Lettable Floor Area the Lessee’s Proportion of Outgoings shall be as then notified by the Lessor to the Lessee.
- 5.10 **“Total Lettable Floor Area”** means the total lettable floor area of the Land as advised by the Lessor from time to time.
- 5.11 Where in the Lessor’s opinion it is appropriate for any one or more of the Outgoings to be attributable to a particular part of the Land only, the Lessor may apportion such Outgoings to that part of the Land and if the Leased Premises is within the part of the Land to which such Outgoings have been apportioned then the definition of “Total Lettable Floor Area” in clause 5.10 of the Lease means the floor area of the Leased Premises and the floor area of all other leased premises within the part of the Land to which the Outgoings have been apportioned.

- 5.12 At the Commencement Date, the Total Lettable Floor Area and the Lessee's Proportion of Outgoings is specified in ITEM 3 of the Schedule.
- 5.13 If the Lessor elects to require the Lessee to pay monthly instalments towards the Lessee's Proportion of the Outgoings payable for a particular Lease Year on the basis of an estimate thereof provided by the Lessor:
- 5.13.1 the Lessor shall furnish such estimate statements prior to the Lessee entering into this Lease and thereafter at least one (1) month prior to each Lease Year;
 - 5.13.2 the Lessee shall pay such monthly instalments at the same time as the monthly instalments of Rent are payable under this Lease;
 - 5.13.3 the monthly instalments paid by the Lessee shall be credited towards the Lessee's Proportion of Outgoings in respect of the relevant Lease Year payable by the Lessee;
 - 5.13.4 the Lessor shall provide a statement within three (3) months of the expiration of each Lease Year setting out the actual amount of the Lessee's Proportion of Outgoings incurred for that Lease Year and any shortfall between total monthly instalments on estimate and the actual annual amount due shall forthwith be made good by the Lessee upon receipt of a demand therefor by or on behalf of the Lessor and in the event of any overpayment by the Lessee the Lessor shall either refund the excess to the Lessee or shall apply and credit such excess towards the Lessee's liability for the Lessee's Proportion of Outgoings in respect of the next Lease Year; and
 - 5.13.5 any period of less than a full Lease Year shall be apportioned on a time basis.
- 5.14 A notice in writing given by or on behalf of the Lessor to the Lessee certifying estimated or actual amounts of the Lessee's Proportion of Outgoings in respect of any Lease Year or part thereof giving reasonable details thereof shall be prima facie evidence of the matters stated therein.

STRATA OR COMMUNITY CORPORATION

- 5.15 If at any time during the Term the Leased Premises are part of a strata scheme (as defined in the *Strata Titles Act 1988*) or a community scheme (as defined in the *Community Titles Act 1995*) then:
- 5.15.1 the Lessee shall duly observe the rules and by-laws (as varied from time to time) of the strata or community corporation; and
 - 5.15.2 subject to the rules and by-laws (as varied from time to time) of the strata or community corporation, the Lessee shall have the right to use in common with the Lessor and other members of the strata or community corporation and any persons

claiming through or under such members, the areas delineated as common property in the strata or community plan.

DEFAULT COSTS

- 5.16 The Lessee shall pay to the Lessor within fourteen (14) days after written notice is given to the Lessee all moneys, costs, charges and expenses which the Lessor reasonably incurs or expends in consequence of any default by the Lessee, the Lessee's agents, servants, employees, invitees, licensees, workers in the performance or observance of any covenant or agreement contained in this Lease to be observed or performed by the Lessee or under or in the exercise or enforcement of any power or authority of the Lessor contained in this Lease.

LEASE COSTS

- 5.17 The Lessee shall pay:

5.17.1 (if the *Retail and Commercial Leases Act 1995* (as amended) does not apply to this Lease) all;

5.17.2 (if the *Retail and Commercial Leases Act 1995* (as amended) applies to this Lease); one half

of the legal costs of and incidental to preparing, and executing and registering this Lease (and any renewal of this Lease) and fees charged by the mortgagee and/or encumbrancee for producing a certificate of title to the Land over which this Lease (and any renewal of this Lease) is to be registered (if applicable) and/or for consenting to the Lease (and any renewal of this Lease).

- 5.18 The Lessee must also pay the actual amount of the government fees for the registration of the Lease (and any renewal of the Lease or any dealing in relation to the Lease), all stamp duty payable in connection with this Lease and the whole of the costs of any guarantee(s) that may be required under this Lease (unless paid by the guarantor(s)).

- 5.19 If the *Retail and Commercial Leases Act 1995* (as amended) applies to this Lease, the Lessee is not liable to make any payment under this clause until the Lessor provides the Lessee with a copy of an account given to the Lessor for the relevant expense.

BANK GUARANTEE

- 5.20 The Lessee shall provide to the Lessor before the Commencement Date a bank guarantee on terms and conditions specified in ITEM 11 of the Schedule.

- 5.21 The Lessor may use the bank guarantee to recover its loss if the Less (including any permitted assignee of the Lessee) does not comply with the covenants, terms and conditions contained in this Lease. The Lessor may, without written notice to the Lessee, demand payment by the bank of an amount equal to its loss.

- 5.22 The Lessor must either replace the bank guarantee or provide a further bank guarantee for any amount drawn down on the bank guarantee within seven (7) days of receiving notice from the Lessor.
- 5.23 The Lessee must not do anything that could prevent or delay payment by the bank to the Lessor under the bank guarantee.
- 5.24 The Lessor must return the bank guarantee (or part of the bank guarantee not drawn down) two (2) months after the expiry of this Lease but the Lessor is under no obligation to return the bank guarantee if it considers that the Lessee has committed a breach of or has failed or observed or perform any covenants, terms and conditions contained in this Lease and at the time of its request to the Lessor return the bank guarantee the Lessee has failed to remedy such default.
- 5.25 The acceptance by the Lessor of the bank guarantee shall not operate to waive the Lessee's breach or default under the Lease.
- 5.26 If the amount of the bank guarantee is calculated by reference to the Rent and/or Lessee's Proportion of Outgoings, the Lessor may at two (2) yearly intervals require the Lessee to increase the amount of the bank guarantee to reflect the current Rent and Lessee's Proportion of Outgoings.

PERSONAL GUARANTEE

- 5.27 If the Lessee is a company or incorporated association the grant of this Lease shall be subject to the Lessee obtaining in favour of the Lessor in such form as required by the Lessor's solicitor a personal guarantee of the person(s) specified in ITEM 12 of the Schedule as security to the Lessor for the performance of the Lessee's obligations under this Lease.

PART 6. USE OF LEASED PREMISES, RESTRICTIONS ON USE, COMPLIANCE WITH STATUTES

PERMITTED USE

- 6.1 The Lessee shall use the Leased Premises only for the Permitted Use specified in Item 4 of the Schedule and for all reasonable uses incidental thereto and shall not without prior written consent of the Lessor use the Leased Premises or permit it to be used for any other purpose.

SUITABILITY OF LEASED PREMISES

- 6.2 The Lessee hereby expressly acknowledges and agrees with the Lessor that prior to the execution of this Lease by the Lessee a Notice pursuant to Section 18 of the *Retail and Commercial Leases Act 1995* and Regulation 6 of the *Retail and Commercial Leases Regulations 2010* was served on the Lessee by or on behalf of the Lessor and in consequence thereof the Lessor does not warrant that the Leased Premises will for the duration of the Term and any extension of the Term to be structurally suitable for the business to be conducted by the Lessee.

- 6.3 Without limiting the generality of the foregoing the Lessee further acknowledges and declares that no promise representation warranty assurance or undertaking has been given by the Lessor in respect to the suitability of the Leased Premises for any purpose to be carried on therein or to the fittings, facilities and amenities of the premises otherwise than in this Lease contained.

RESTRICTIONS ON USE

- 6.4 The Lessee, the Lessee's agents, servants, employees, invitees, licensees, workers shall not at any time during the Term:

Illegal use

- 6.4.1 Use permit or suffer the Leased Premises to be used for any illegal or immoral purpose or activity (even if it comes within the definition of Permitted Use) or, as a place in which any person lives or sleeps.

Offensive business

- 6.4.2 Use, exercise or carry on or permit or suffer to be used, exercised or carried on in or upon the Leased Premises any noxious or offensive act, trade, business, occupation or calling other than in the ordinary course of the Lessee's business and for which the Lessee has obtained the prior written consent of the Lessor.

Dangerous substance

- 6.4.3 Permit to be on the Leased Premises any dangerous, toxic, explosive or inflammable substance or compound, whether in solid, liquid or gaseous form other than in the ordinary course of the Lessee's business and for which the Lessee has obtained the prior written consent of the Lessor.

Nuisance

- 6.4.4 Do or permit to be done any act, matter or thing at any time upon the Leased Premises which is, causes or is likely to cause any annoyance, nuisance, damage or disturbance to occupiers or owners of any adjacent premises.

Noise

- 6.4.5 Make, permit or suffer to be made in or upon the Leased Premises any unreasonable noise whether directly or by means of amplification, in such manner as the same may be heard outside the Leased Premises whether for the purpose of attracting attention to the business of the Lessee or otherwise.

Animals/Birds

- 6.4.6 Keep any dog or other animal or bird on the Leased Premises without the written consent of the Lessor (other than in respect of a visually impaired person).

Damage

- 6.4.7 Use or permit to be used the Leased Premises which causes damage (structural or otherwise) to the Leased Premises or to any part of the Building of which the Leased Premises forms part.

Statute

- 6.4.8 Bring on to or keep in the Leased Premises anything the keeping of which contravenes any statute, regulation or by-law.

Impair appearance

- 6.4.9 Install any fitting, equipment, facility or illumination or display any merchandise or other object or make or do any acts or things that would in the reasonable opinion of the Lessor soil, impair or detract from the architectural form, style or appearance of the Leased Premises or any adjoining area.

DIRECTIONS REGARDING HEAVY EQUIPMENT

- 6.5 Before bringing upon or removing any heavy machinery or other plant or equipment from the Leased Premises, the Lessee shall inform the Lessor in writing of the Lessee's intention so to do and the Lessor may direct the routing, installation and location of all such machinery, plant and equipment and for this purpose the Lessor may employ the services of architects or engineers to ascertain the safest, most favourable and convenient method of routing, installing and locating such machinery, plant and equipment and the Lessee shall comply with all directions that the Lessor, or the Lessor's architects or engineers may give in that regard and the Lessee shall pay the Lessor's reasonable costs and expenses incurred pursuant to the provisions of this clause.

COMPLIANCE WITH STATUTES

- 6.6 The Lessee shall at the Lessee's own expense and in a proper and workmanlike manner comply with the requirements of all present and future Acts of Parliament, Regulations, By-Laws and other provisions of whatsoever nature affecting the Leased Premises or any part thereof and shall also comply with all lawful directions and orders of any governmental, municipal or other body having authority in that behalf which require the doing or the refraining from doing of work or acts upon or in connection with the Leased Premises but nothing herein contained requires the Lessee to make, provide or pay for any structural alterations or additions to the Leased Premises, unless such structural alterations or additions are necessitated by the nature of the business conducted by the Lessee upon the Leased Premises or by the number, sex or physical capacity of persons employed therein. If the Lessee makes default in observing and performing this covenant, the Lessor may (but is not bound to) enter upon the Leased Premises and carry out the required work at the expense of the Lessee in all things.

- 6.7 Without limiting the provisions of clause 6.6 the Lessee agrees that notwithstanding any consent granted by the Lessor pursuant to any provision of this Lease nothing contained in this Lease shall relieve the Lessee of its obligation to obtain all necessary statutory consents and approvals from the relevant statutory authority having jurisdiction in relation to the activity the subject of a consent obtained from the Lessor and the Lessee further acknowledges and agrees that any consent granted by the Lessor pursuant to any provisions of this Lease shall be the consent of the Lessor in its capacity as the owner of the Land only and shall not constitute any consent by the Lessor as the relevant authority having jurisdiction in relation to the granting of statutory approvals in respect of the relevant matter the subject of consent.
- 6.8 The Lessee acknowledges and agrees that the Lessor has given no warranty as to the use to which the Leased Premises may legally be put and the onus is and has been on the Lessee to obtain satisfaction in that respect and the Lessee shall be deemed to have accepted this Lease with the full knowledge of and subject to any prohibitions or restrictions (if any) on the use thereof under or in pursuance of any act ordinance regulation bylaw planning control or restriction or interim order or other statutory enactment or order of court and should the permitted use be permissible only with the consent of any authority under or in pursuance of any such act ordinance regulation bylaw planning control or restriction or interim order or other statutory enactment or order of court the Lessee shall obtain such consent at the expense of the Lessee in all things. The Lessee hereby indemnifies the Lessor in respect of any claim loss or damage suffered by the Lessor due to the Lessee's failure to observe and satisfy this obligation.

REPAIR OR DAMAGE

- 6.9 The Lessee shall repair to the Lessor's satisfaction or, failing repair within fourteen (14) days after the Lessor has given notice to repair to the Lessee, shall pay the costs of repairs incurred by the Lessor of any damage resulting from the use, the bringing on to the Leased Premises of any machinery, plant or equipment or abuse by the Lessee, the Lessee's employees, servants, agents, customers, invitees and visitors of the Leased Premises, the Building (including the inside and outside of the Building) of which the Leased Premises forms a part or any adjoining area.

VERMIN

- 6.10 The Lessee must:-
- 6.10.1 take reasonable steps to eradicate vermin in the Leased Premises; and
 - 6.10.2 comply with the Lessor's reasonable directions about eradicating vermin in the Leased Premises.

PART 7. POSSESSION, ASSIGNMENT AND SUB-LETTING

QUIET POSSESSION

- 7.1 The Lessee paying the Rent and performing and observing all of the Lessee's covenants may quietly hold and enjoy the Leased Premises without interruption by the Lessor or any person claiming through the Lessor.

MAINTAIN POSSESSION

- 7.2 The Lessee shall keep possession of the Leased Premises at all times during the Term and shall not leave it vacant or unattended during normal business hours for more than one (1) week without the consent of the Lessor, which shall not be unreasonably or capriciously withheld. Consent may be so given on condition that the Lessee notify any insurer of the Leased Premises and pay any increase in premium that may be charged by any such insurer.

SURRENDER OF POSSESSION

- 7.3 At the expiration of the Term or other termination of this Lease, the Lessee peaceably shall surrender and yield up unto the Lessor possession of the whole of the Leased Premises in good and substantial condition or repair and in accordance with the covenants contained in this Lease.

ASSIGNMENT OR SUB-LETTING

- 7.4 The Lessee shall not assign its interest in this Lease without the prior written consent of the Lessor and shall make any request for the Lessor's consent to an assignment of this Lease in writing. The Lessee must provide the Lessor with information the Lessor reasonably requires about the financial standing and business experience of the proposed assignee. If the *Retail and Commercial Leases Act 1995* (as amended) does not apply to this Lease, then clause 7.5 shall not apply to this Lease and the Lessor shall have absolute discretion regarding its consent to a proposed assignment of this Lease.
- 7.5 Before requesting the consent of the Lessor to a proposed assignment of this Lease, the Lessee must provide the proposed assignee with a copy of any disclosure statement given to the Lessee in respect of this Lease together with details of any changes that have occurred in respect of the information contained in that disclosure statement since it was given to the Lessee, being changes in respect of which the Lessee is aware or could reasonably be expected to be aware. The Lessor must deal expeditiously with a request for consent. The Lessor is entitled to withhold consent to the assignment of this Lease in any of the following circumstances (but shall not be entitled to withhold consent in any other circumstances):
- 7.5.1 if the proposed assignee proposes to change the use to which the Premises are put;

- 7.5.2 if in the reasonable opinion of the Lessor the proposed assignee is unlikely to be able to meet the financial obligations of the Lessee under this Lease;
 - 7.5.3 (where the Permitted Use includes a retail use) if in the reasonable opinion of the Lessor the proposed assignee's retailing skills are inferior to those of the Lessee; or
 - 7.5.4 if the Lessee has not complied with the procedural requirements for obtaining the Lessor's consent as specified in clauses 7.4 and 7.5.
- 7.6 The terms of any consent hereby granted by the Lessor may (at the Lessor's discretion) include any or all of the following:
- 7.6.1 The Lessee shall, prior to the proposed assignment, pay all Rent and other monies payable under this Lease due on or before the date of the proposed assignment and otherwise fulfil and observe all of the terms of this Lease up to and including the proposed date of assignment.
 - 7.6.2 The Lessee shall submit to the Lessor a copy of all agreements relevant to the proposed assignment of this Lease (including any business sale agreement) and evidence satisfactory to the Lessor that the proposed assignee is respectable responsible solvent and suitable.
 - 7.6.3 The Lessee, the guarantor (if any) and the proposed assignee shall enter into a deed, to which the Lessor will be a party, in a form prepared by the Lessor's solicitors.
 - 7.6.4 If the proposed assignee is a proprietary company the Lessor may require the directors and/or shareholders of that company to provide such joint and several guarantee of the performance of that company as the Lessor may require.
 - 7.6.5 The Lessor may require the proposed assignee to provide a bank guarantee or security bond for an amount and on terms required by the Lessor.
 - 7.6.6 Such other terms as the Lessor may in its discretion require.
- 7.7 The Lessee must pay to the Lessor's legal costs and expenses incurred in connection with the assignment, including but not limited to investigating the suitability of the proposed assignee and attending to the matters (if applicable) in clauses 10.6.3 and 7.6.4.
- 7.8 If the Lessee is a proprietary company, it shall not, without the prior written consent of the Lessor, transfer 50% or more of the shareholding in the Lessee (unless the voting shares in the Lessee are listed on the Stock Exchange in Australia at the time of the proposed transfer). A transfer of 50% or more of the shareholding in the Lessee shall constitute an assignment of this Lease and require the Lessor's consent as specified in this Lease. Similarly, the Lessee shall not, without the prior written consent of the Lessor, appoint any director (being any director(s) other than those

directors as at the Commencement Date) without procuring from the proposed director(s) a guarantee in the same terms given by other director(s) of the Lessee. The Lessee shall pay the Lessor's legal costs of and incidental to considering such consent.

- 7.9 The Lessee shall not, without the prior written consent of the Lessor, mortgage, charge licence or sublease the Lessee's interest in this Lease or the Leased Premises. The Lessor may in its absolute discretion refuse consent.

SALE OR RE-LEASING OF LEASED PREMISES

- 7.10 During the last six (6) months of the Term or if at any time the Lessor wishes to offer the Leased Premises for sale by public auction or private treaty (subject always to the interests of the Lessee under this Lease) the Lessee shall permit the Lessor or its servants or agents to enter upon the Leased Premises at all reasonable times with persons desirous of viewing the same and to affix and display on the Leased Premises a notice for re-letting or sale of the Leased Premises.

PART 8. CARE AND MAINTENANCE, REPAIRS AND CLEANING AND DEFECTS

KEEP LEASED PREMISES IN GOOD ORDER

- 8.1 The Lessee at all times during the Term at the Lessee's own expense without any notice or demand from the Lessor shall maintain and keep clean (including external surfaces of windows and doors) and from time to time shall renovate and repair to the reasonable satisfaction of the Lessor the Leased Premises in the same good and tenantable cleanliness, condition and repair as it was in at the commencement of this Lease (having regard to the age of the Leased Premises) and shall keep clean and maintain in good condition and repair all fixtures, fittings, plant, furnishings and equipment of both the Lessor and the Lessee provided that:

8.1.1 the Lessee is not liable for damage caused by fire, flood, storm, tempest, earthquake, lightning, riot, civil commotion, explosion, aircraft accident, objects falling from aircraft, operation of war or by fair wear and tear unless in the case of damage by fire or explosion, the Lessor's insurance of the Leased Premises shall have been vitiated or rendered void or voidable by reason of an act, default or negligence of the Lessee and/or the Lessee's agents, servants, workers or licensees;

8.1.2 the Lessee is not liable for any capital or structural maintenance, replacement or repair, except when the same is rendered necessary by any act, omission, default or negligence on the part of the Lessee and/or the Lessee's agents, servants, workers or licensees or the Lessee's use or occupation of the Leased Premises;

8.1.3 fair wear and tear is excepted.

KEEP GROUNDS CLEAN

8.2 The Lessee shall, to the Lessor's satisfaction, keep all grounds, gardens, yards, lanes, ways and rights of way belonging, appurtenant or adjacent to the Leased Premises clean, free from debris, refuse, rubbish or accumulation of every description and shall not deposit or cause, permit or suffer to be deposited any debris, rubbish or refuse of any kind in or on any such grounds, gardens, yards, lanes, ways or rights of way in or on any public road or footway abutting upon or adjacent to the Leased Premises.

KEEP AREA TIDY

8.3 The Lessee shall not nor permit any of the Lessee's employees, agents, servants, workers or customers to leave or to place any goods, chattels, rubbish or anything whatsoever in or on or in any way obstruct any walk, pavement, passageway, stairway, lavatory or area of which the Leased Premises forms part and instantly on the demand of the Lessor or any agent, servant or caretaker of the Lessor shall remove any such object and in default, or if no such demand can be made by reason of absence of the Lessee from the Leased Premises or for any other reason, the Lessor or any agent, servant or caretaker of the Lessor may remove such goods, chattels, rubbish or things to any place at the cost of the Lessee.

REMOVE REFUSE

8.4 The Lessee shall store and keep all trade waste, trash and garbage in proper receptacles and arrange for the regular removal thereof from the Leased Premises.

REPAIR BROKEN GLASS, ELECTRICAL EQUIPMENT, SEWERS, LOCKS

8.5 The Lessee shall at the Lessee's own expense:

- 8.5.1 repair and replace all broken glass including exterior windows with glass of the same or similar quality;
- 8.5.2 repair all lighting and electrical equipment (including light globes and fluorescent tubes);
- 8.5.3 keep all drains, sewers and water channels in or about the Leased Premises open and free from blockage to the first junction; and
- 8.5.4 repair and maintain all locks (and keys) to the Leased Premises in good working order and condition and replace the same when necessary.

HEATING, COOLING

8.6 The Lessee shall not use any method of heating or cooling the Leased Premises other than that approved of by the Lessor.

MAINTAIN GARDEN, LAWNS

8.7 The Lessee shall tend, water and maintain all gardens, lawns, trees and shrubs forming part of or around the Leased Premises in a proper and worker like manner.

NOT TO DAMAGE FACILITIES

8.8 The Lessee shall not use, nor permit any agent, servant, worker, licensee or invitee to use the lavatories, sinks, drainage and other plumbing facilities in the Leased Premises or adjoining area for any other purpose other than that for which they were constructed or provided and shall not deposit, nor permit to be deposited therein any sweeping, rubbish or other material and forthwith to make good any damage thereto caused by any misuse.

DEFECTS

8.9 The Lessee shall make good any defects and wants of repair in breach of the Lessee's covenants to repair the Leased Premises as soon as reasonably possible after the Lessor gives to the Lessee notice in writing of such defects and wants of repair and in the event of the Lessee failing to commence the work of remedying the same within the time specified in the notice (as long as it is a reasonable time) after the giving of such notice or failing to proceed diligently with the execution of such repairs the Lessor (without prejudice to the right of re-entry set out in this Lease) and the Lessor's servants or agents with or without workers and others may enter the Leased Premises in accordance with Part 14 of this Lease and execute or complete the execution of such repairs at the cost and expense of the Lessee. Any moneys so expended by the Lessor are deemed to be a debt due from the Lessee to the Lessor and are forthwith recoverable by action.

ACCIDENTS

8.10 The Lessee shall give to the Lessor or the Lessor's agent immediate notice in writing of any accident to or defect in any electric light, fixtures or other appliances or equipment installed in the Leased Premises or in respect of any damage to the Leased Premises or any part thereof or of any other circumstances likely to be or cause danger, risk or hazard to the Leased Premises or to persons in the vicinity thereof.

PAINTING

8.11 The Lessee shall (if so required by the Lessor) at the Lessee's own expense no later than one (1) month prior to the expiration of the Term, paint using at least two coats of the best quality paint in colours approved by the Lessor all parts of the Leased Premises which have previously been painted or should be painted. "Painting" for the purposes of this clause includes all necessary preparatory work including cleaning down, washing, plastering and repairing cracks and, where appropriate, includes "varnishing" and other surface treatments. The obligation applies to the inside and outside of the Leased Premises.

SMOKE DETECTORS

- 8.12 The Lessee shall install in the Leased Premises at the Lessee's own expense and maintain in good working order smoke detectors to the satisfaction of the Lessor.

PART 9. ALTERATIONS AND IMPROVEMENTS, FIXTURES, FITTINGS, PLANT, TELEPHONES, KEYS

STRUCTURAL ALTERATIONS

- 9.1 The Lessee shall not make or suffer to be made any alterations or additions of a structural or capital nature to the Leased Premises or any part thereof without the prior written consent of the Lessor in accordance with Part 9 of this Lease.
- 9.2 If the Lessor is required by any Acts of Parliament, Regulations, By-Laws and other provisions of whatsoever nature statute to carry out repairs of a capital or structure nature (for which the Lessee is not responsible) the Rent otherwise payable by the Lessee pursuant to this Lease as at the date of completion of such works shall be increased by an amount equivalent to 9% of the amount certified in writing by an architect nominated by the Lessor to be the complete value of such work.

ALTERATIONS AND ADDITIONS - ADAPTING LEASED PREMISES FOR LESSEE

- 9.3 The Lessee shall not, without the prior written consent of the Lessor, make any alterations or additions to the Leased Premises. This includes but is not limited to:
- 9.3.1 putting up or changing partitions;
 - 9.3.2 installing or changing plumbing or the electrical system;
 - 9.3.3 installing fixtures and fittings;
 - 9.3.4 installing plant and equipment which requires annexation to any extent at all to the Leased Premises;
 - 9.3.5 altering the interior layout or design of the Leased Premises for any purpose connected with the Lessee's business.
- 9.4 The Lessee must when seeking the Lessor's consent under clause 9.3 provide to the Lessor at the Lessee's cost in all things all plans, specifications and any other information required by the Lessor which clearly shows the nature of the alterations or additions which the Lessee proposes.
- 9.5 If the Lessee makes any alterations or additions without the Lessor's consent the Lessor may require the Lessee to reinstate the Leased Premises and the Lessee shall immediately comply with such request at its own cost.
- 9.6 If the Lessee makes any alterations or additions with the Lessor's consent, the Lessor may prior to the expiration of the Term or within a reasonable time thereafter require the Lessee to reinstate the Leased Premises. If the Lessor requires reinstatement, the Lessee must carry out the work at its own cost and, if the Lessee damages the Leased Premises in undertaking such work, the

Lessee must immediately make good any damage to the reasonable satisfaction of the Lessor or the Lessor's architect or contractors (if applicable).

- 9.7 If the Lessor does grant consent to any alterations or additions the Lessee must carry out the alterations or additions in a good and workmanlike manner and to the satisfaction of:
- 9.7.1 the Lessor;
 - 9.7.2 the Lessor's architect or contractors (if applicable)
 - 9.7.3 any relevant insurance company;
 - 9.7.4 any relevant local government or other authority having jurisdiction over the building works.
- 9.8 Generally the Lessor is under no obligation to act reasonably when deciding whether or not to give consent under clause 15.1. If the Lessor refuses consent it is under no obligation to give reason(s) for the refusal.
- 9.9 However were the alteration is installation of any floor coverings the lessor must grant consent if the floor covering can be removed without damaging the Leased Premises and it is otherwise reasonable to do so. The other provisions regarding the way in which the alteration is to be done and reinstatement of the Leased Premises apply in case of installation of floor covering.
- 9.10 The Lessee shall pay any fees that the Lessor incurs with its architect or contractors in connection with the alterations or additions.

UPON VACATING, REMOVAL OF PARTITIONS, EQUIPMENT, SIGNS

- 9.11 The Lessee may, and shall if so required by the Lessor, at or immediately prior to the expiration or termination of this Lease, remove and carry away from the Leased Premises:
- 9.11.1 all partitioning and/or plant, equipment and other fixtures, fittings and installations which were brought upon the Leased Premises by the Lessee;
 - 9.11.2 any sign, lettering, plate, advertisement or notice painted, affixed or erected by the Lessee
- 9.12 The Lessee must not damage the Leased Premises in the process of removing the Goods and, if any damage is caused, the Lessee must immediately make good the damage to the reasonable satisfaction of the Lessor.
- 9.13 The Lessor and its servants, agents and contractors may enter into and upon the Leased Premises and remove the Goods which have not been removed in accordance with clause 9.11 and if the Lessor takes possession of any Goods it may:
- 9.13.1 (if the Retail and Commercial Leases Act 1995 does not apply to this Lease) remove, destroy or dispose of the Goods upon taking possession either by public auction or otherwise;

- 9.13.2 (if the Retail and Commercial Leases Act 1995 applies to this Lease) two (2) days after taking possession of the Leased Premises remove, destroy or dispose of the Goods:
 - 9.13.2.1 if they are perishable foodstuffs; or
 - 9.13.2.2 if their value is less than a fair estimate of the cost of their removal storage and sale;
- 9.14 If the Goods are not liable to destruction or disposal under clause 9.13.2 the Lessor must store the Goods in a safe place and manner for at least sixty (60) days.
- 9.15 The Lessor must within seven (7) days after storing Goods or having Goods stored under clause 9.14:
 - 9.15.1 give notice of the storage of the Goods to:
 - 9.15.1.1 if the Lessee has left a forwarding address - the Lessee
 - 9.15.1.2 if another person has to the knowledge of the Lessor an interest in the Goods and the person's name and address are known to be reasonably ascertainable by the Lessor - that person; and
 - 9.15.2 publish notice of the storage of the Goods in a newspaper circulating generally throughout the state. That notice must be in the form prescribed by regulation for the purposes of Section 76 of the *Retail and Commercial Leases Act 1995*.
- 9.16 A person who is entitled to possession of Goods stored under clause 9.14 may reclaim the Goods by paying to the Lessor the reasonable costs of their removal and storage, the notice under 9.15.1 and (if that person is the Lessee, and the *Retail and Commercial Leases Act 1995* applies to this Lease), all amounts owed to the Lessor under the Lease.
- 9.17 If the Goods are not reclaimed within the sixty (60) day period the Lessor must as soon as practicable after the end of that period have the goods sold public auction.
- 9.18 On the sale of the Goods, the Lessor:
 - 9.18.1 may retain out of the proceeds of sale
 - 9.18.1.1 the reasonable costs of removing storing and selling the Goods;
 - 9.18.1.2 any amount owed to the Lessor under this Lease;
 - 9.18.2 must pay the balance (if any) to the owner. If the identity and address of the owner are not known or reasonably ascertainable by the Lessor then:
 - 9.18.2.1 (if the *Retail and Commercial Leases Act 1995* applies to this Lease) the Lessor will pay the balance to the Commissioner for Consumer Affairs under Section 76 (6) (b) of the *Retail and Commercial Leases Act 1995*;

- 9.18.2.2 (if the *Retail and Commercial Leases Act 1995* does not apply to this Lease) the Lessor will retain that balance until the Lessor is in a position to deal with it under the *Unclaimed Moneys Act 1891* and will then deal with it under that Act.

TELEPHONE

- 9.19 Unless the telephone service in the Leased Premises is the property of the Lessee, or in any other case, unless the Lessor requires the Lessee to do so and subject always to the requirements of Telstra or such other relevant telecommunications authority, the Lessee will not remove the telephone (if any) that is or may be installed in the Leased Premises without the Lessor's written consent.
- 9.20 The Lessee, , if so required by the Lessor, shall within fourteen (14) days prior to the Lessee vacating the Leased Premises, sign and hand over to the Lessor a transfer of the telephone service (but not the number unless otherwise agreed in writing) or as the Lessor may direct.

KEYS

- 9.21 Upon the expiration or termination of this Lease, the Lessee shall return to the Lessor all keys of the Leased Premises which are in the Lessee's possession or control and shall not permit such keys at any time to come into the possession or control of any person other than the Lessee, its servants and agents.

PART 10. RESUMPTION AND DAMAGE TO LEASED PREMISES

RESUMPTION

- 10.1 The Lessor or the Lessee may terminate this Lease by written notice to the other if the Land, Building or Leased Premises or any part of them are taken for public purposes by a competent authority so as to render the Leased Premises substantially unfit for occupation by the Lessee or substantially inaccessible.

DAMAGE TO LEASED PREMISES

- 10.2 If as the result of fire, storm, tempest, earthquake, lightning, riot, civil commotion, explosion, aircraft accident, objects falling from aircraft, or operation of war, or any other cause, the Building of which the Leased Premises forms part at any time during the Term is damaged or destroyed then:-
- 10.2.1 the Lessee is not liable to pay Rent, or the Lessee's Proportion of Outgoings, that is attributable to a period during which the Leased Premises cannot be used under this Lease or is inaccessible due to that damage;

- 10.2.2 if the Leased Premises are still useable under this Lease but its useability is diminished due to the damage, the Lessee's liability for Rent and the Lessee's Proportion of Outgoings attributable to a period during which useability is diminished is reduced in proportion to the reduction in useability caused by the damage;
 - 10.2.3 if the Lessor notifies the Lessee in writing that the Lessor considers that the damage is such as to make its repair impracticable or undesirable, the Lessor or the Lessee may terminate this Lease by giving not less than seven (7) days notice in writing to the other and no compensation is payable in respect of that termination;
 - 10.2.4 if the Lessor fails to repair the damage within a reasonable time after the Lessee requests the Lessor in writing to do so, the Lessee may terminate this Lease by giving not less than seven (7) days notice in writing of termination to the Lessor;
 - 10.2.5 clauses 10.2.1 to 10.2.4 inclusive do not affect the right of the Lessor to recover damages from the Lessee in respect of damage or destruction to which those clauses apply, including but not limited to loss of Rent and Lessee's Proportion of Outgoings for the whole Term and costs of repairs of reinstatement.
- 10.3 If the damage results from the wrongful act or negligence of the Lessee or the Lessee's an employee, agent or invitee, the Lessee is:
- 10.3.1 not relieved of the obligation to pay Rent or the Lessee's Proportion of Outgoings of the Lessee unless the Lessor is insured against loss of Rent and Lessee's Proportion of Outgoings under an insurance policy and the Lessee contributes to the insurance premium;
 - 10.3.2 obliged to repair the Leased Premises at its cost and to satisfaction of the Lessor and/or the Lessor's architect or contractors (if applicable).
- 10.4 Nothing in this Part 10 prevents the Lessor and Lessee from terminating this Lease by agreement if the Building of which it forms part is damaged or destroyed.
- 10.5 Termination under this Part 10 does not affect either the rights of the Lessor or the Lessee concerning any breach.
- 10.6 If:
- 10.6.1 the Lessee is obliged to repair the Leased Premises; but
 - 10.6.2 the Lessee requests the Lessor in writing to repair the Leased Premises ; and
 - 10.6.3 the Lessor repairs the Leased Premises;
 - 10.6.4 the Lessee must reimburse the Lessor the cost of those repairs within seven (7) days after receiving written demand from the Lessor.

- 10.7 If there is any dispute as to:-
- 10.7.1 the application of this clause and whether or not the damage or destruction was caused by the Lessee;
 - 10.7.2 the extent of damage or destruction;
 - 10.7.3 the appropriate part of the Rent or the Lessee's Proportion of Outgoings to be suspended;
 - 10.7.4 any other matter arising under this clause which the Lessor and Lessee agree should be decided by the Valuer referred to below;

then either the Lessor or the Lessee may refer the dispute for determination to a Valuer to be agreed by the Lessor and the Lessee or failing agreement to be appointed at the request of either or both of the Lessor and the Lessee by the President or Acting President for the time being of the Australian Property Institute (SA Division) Inc. or its successor and the costs of the determination shall be borne equally by the Lessor and the Lessee.

PART 11. INSURANCE

BUILDING INSURANCE

- 11.1 The Lessor shall insure and keep insured during the Term the Leased Premises and any Building and other improvements now or hereafter erected on the Land of which the Leased Premises forms part and the Lessor's fixtures and fittings therein under a policy of insurance covering damage by fire, storm, tempest, earthquake, lightning, riot, civil commotion, explosion, aircraft accident and objects falling from aircraft, for the full re-instatement or replacement value of the Leased Premises, the Building, the improvements and the Lessor's fixtures and fittings.
- 11.2 If the cost of effecting such insurance is increased as a result of the use of the Leased Premises by the Lessee, then the Lessee shall reimburse the Lessor for the additional cost which shall be paid immediately upon written request of the Lessor.

WINDOW INSURANCE

- 11.3 The Lessee shall at its cost (unless the Lessor informs the Lessee that it is not required) insure and keep insured during the continuance of this Lease:
- 11.3.1 the shop fronts (including plate glass and frames)
 - 11.3.2 any other plate glass and frames in the Leased Premises;
 - 11.3.3 all items of porcelain, ceramic, vitreous enamel or similar forming part of the Leased Premises

for full replacement value . The Lessee shall use all moneys received under any such insurance in re-instating any damage and if such moneys are insufficient the Lessee shall make good the deficiency out of the Lessee's own money.

PUBLIC RISK

11.4 The Lessee shall at its cost effect and keep current in respect of the Leased Premises during the continuance of this Lease a public risk insurance policy for a sum of not less than the amount specified in Item 10 of the Schedule.

PLANT, FITTINGS, STOCK AND LOSS OF RENT

11.5 The Lessee shall at its costs in all things effect and keep current a policy covering the Lessee's plant, fittings, fixtures, chattels and stock-in-trade contained in or about the Leased Premises for its full replacement value against breakdowns, loss or damage resulting from fire and extraneous risks including but not limited to water, storm and rainwater damage.

FIRE REGULATIONS

11.6 The Lessee shall comply with all insurance, sprinkler and/or fire alarm regulations in respect of the Leased Premises and any partitions which may be erected by the Lessee upon the Leased Premises and the Lessee shall pay to the Lessor the cost of any alterations to the sprinkler and/or fire alarm installations which may become necessary by reason of the non-compliance by the Lessee with the requirements of the Insurance Council of Australia or of the Lessor's insurer.

VOIDING INSURANCE

11.7 The Lessee shall not at any time during the Term do, permit or suffer to be done any act, matter or thing having the effect of making void, making voidable by the insurer or increasing the premium under any insurance policy in place in respect of the Leased Premises or any adjoining premises which belongs to the Lessor. If the Lessee breaches this clause the Lessor will be entitled (in addition to any other remedy it may have) to recover from the Lessee:

11.7.1 any increased premium costs;

11.7.2 any extra expense which the Lessor incurs to renew any policy or obtain a replacement policy; or

11.7.3 any other loss which the Lessor incurs as a result.

APPROVED INSURANCE POLICIES

11.8 All policies of insurance to be effected by the Lessee hereunder shall be taken out in such form as may be required by the Lessor in the joint names of the Lessor and Lessee or noting the interest of the Lessor and with an insurance office or company of recognised responsibility approved by the Lessor.

- 11.9 The Lessee shall pay all costs associated with, and any excess payable under, any policy of insurance whether effected by the Lessee or the Lessor.

PRODUCTION OF INSURANCE POLICY/PREMIUM RECEIPT

- 11.10 The Lessee, if requested by the Lessor, shall produce to the Lessor any policy of insurance which the Lessee is required to effect or take out under this Lease and the receipt for the last premium paid or a certificate of currency.

PART 12. DEFAULT, NOTICE TO REMEDY, BREACH, RE-ENTRY, TERMINATION, WAIVER, ATTORNMENT, ESSENTIAL TERMS, INTEREST ON ARREARS

RIGHT OF RE-ENTRY: NOTICE OF BREACH

- 12.1 This Lease is granted on the express condition that if:
- 12.1.1 the Rent or any part of it is in arrears for fourteen (14) days even if it has not been formally demanded;
 - 12.1.2 the Lessee is in breach of any covenant or condition (other than for Rent) whether express or implied in this Lease or under any rule or regulation made under this Lease after fourteen (14) days written demand to remedy such breach has been made by the Lessor to the Lessee and the Lessee fails to remedy such breach within such time;
 - 12.1.3 the Lessee defaults in the payment of any moneys owing to the Lessor other than Rent whether under this Lease or on any other account after fourteen (14) days written demand for payment has been made by the Lessor on the Lessee;
 - 12.1.4 repairs required by any notice given by the Lessor under Clause 8.9 are not completed within the time specified;
 - 12.1.5 being a company, a ground exists which would enable a court to order the winding up of the company, it resolves to wind itself up, has a summons served on it for its winding up or an order is made for its winding up;
 - 12.1.6 any receiver or manager or administrator of the Lessee or the Lessee's assets, property or undertaking or any of them is appointed;
 - 12.1.7 the Lessee makes or enters into or agrees to make or enter into any composition with or assignment of property for the benefit of the Lessee's creditors;
 - 12.1.8 the Lessee (being a person) or any director or secretary (where the Lessee is a company) is convicted of any indictable offence or of any offence (whether indictable or not) which is committed on or arises out of the use of or out of any activity on or associated with Leased Premises;

- 12.1.9 any writ of Fieri Facias or warrant of execution or other process in excess of \$10,000.00 for the execution of any judgment for the payment of moneys is levied or imposed on any chattels or property on the Leased Premises;
- 12.1.10 the Leased Premises or a substantial part thereof is left vacant or unattended for any period exceeding fourteen (14) days without the consent in writing of the Lessor or if possession of the Leased Premises is given up or surrendered or attempted to be given up or surrendered without the consent in writing of the Lessor;

then in each or any of those events, the Lessor, without prejudice to any other right or remedy, may exercise any one or more of the rights or powers set out in the following clause.

LESSOR'S RIGHTS OR POWERS ON RE-ENTRY OR NOTICE OF BREACH

- 12.2 The rights or powers of the Lessor referred to in the preceding clause are as follows:
 - 12.2.1 the Lessor may enter into and take possession of the Leased Premises and terminate this Lease and may eject the Lessee, any sub-lessee, licensee or occupier of or under the Lessee and all other persons thereon and may re-possess and have and enter the same as of the Lessor's former estate and interest free and clear of any right, interest or claim of the Lessee or of any person claiming by, through or under the Lessee;
 - 12.2.2 the Lessor may by notice in writing to the Lessee terminate this Lease as from a date specified in the notice and on that date this Lease shall terminate and the Lessor may exercise the rights or powers set out in clause 12.2.1.2;
 - 12.2.3 the Lessor may enter into and take possession of the Leased Premises and may eject the Lessee, any sub-lessees, licensee or occupier of or under the Lessee and all other persons thereon without terminating this Lease and the Lessor may then hold and retain possession of the Leased Premises until each breach of the Lessee's covenants has been remedied but in all other respects the covenants and conditions of this Lease, including the payment of Rent and Lessee's Proportion of Outgoings, shall continue in full force and effect unless and until this Lease expires or is otherwise terminated;
 - 12.2.4 the Lessor by notice in writing to the Lessee may convert the Term into a tenancy from month to month or from week to week and in the giving of such notice this Lease is terminated and thereafter the Lessee shall hold the Leased Premises on a monthly or weekly tenancy at a rent which is one-twelfth or one-fifty-second (as the case may be) of the Rent applicable at that time and which is payable in advance and otherwise the tenancy shall be on the same covenants and conditions

(except the right of renewal) as are contained or implied in this Lease and the Lessor may terminate the tenancy by not less than one (1) month's or one (1) week's (as the case may be) notice in writing to the Lessee, notwithstanding that the termination date may not be a date on which a normal period of tenancy would expire.

LESSOR'S RIGHTS TO REMOVE LESSEE'S FIXTURES

12.3 So long as any Rent or other moneys remain owing by the Lessee to the Lessor or the Lessee is in breach of any covenant or condition and whether the Lessee is still in possession of the Leased Premises or not, the Lessee shall not remove any fixtures, fittings, stock-in-trade, plant, equipment or machinery of the Lessee from the Leased Premises and the Lessor, the Lessor's servants and agents may enter into and upon the Leased Premises and deal with such goods in the same manner as outlined in clauses 9.13 to 9.18 of this Lease.

OTHER REMEDIES

12.4 The rights or powers of the Lessor as set out above are in addition to and shall not derogate from any other right or power of the Lessor including any right or power that has arisen as a result of any antecedent breach of the Lessee's covenants and obligations and, without limiting the foregoing, the Lessor may take court action for the recovery of Rent and other moneys, for the recovery of the Leased Premises or any part thereof, or for ejectment or for any other remedy or relief.

APPOINTMENT OF ATTORNEY

12.5 If the Lessor becomes entitled to re-enter and take possession of the Leased Premises and/or to terminate this Lease (compliance with the statutory prerequisites for which entitlement as set out in a statutory declaration of the Lessor or an officer of the Lessor shall be conclusive evidence for the purposes of the Registrar-General) the Lessee hereby irrevocably appoints the Lessor the attorney of the Lessee in the Lessee's name and as the Lessee's act and deed to do all such things and to execute all such documents as may be necessary to give full effect to any re-entry or termination (including withdrawing an caveat registered by the Lessee over the Land) and to execute a surrender of this Lease, to procure the registration of any documents and to record this Power of Attorney and to procure to be done any act, matter or thing which may be requisite or proper for giving full effect thereto according to the *Real Property Act 1886* or any law or usage for the time being in force in South Australia and all and whatsoever such attorney lawfully does or purports to do or causes to be done by virtue of the appointment is by this Lease ratified and confirmed.

COSTS OF DEFAULT

- 12.6 The Lessee hereby indemnifies the Lessor and shall keep the Lessor indemnified against:
- 12.6.1 all costs and incidentals to the recovery of the Rent due and unpaid interest (if any);
 - 12.6.2 costs and expenses incurred by the Lessor in remedying or attempting to remedy any breach of this Lease by the Lessee or any early termination of the Lease (whether by re-entry, surrender of possession or otherwise), including but not limited to:
 - 12.6.2.1 legal fees (on solicitor/client basis) and expenses;
 - 12.6.2.2 costs of bailiff, land agent, valuer, architect, accountant or other professional or business person who is employed by or on behalf of the Lessor;
 - 12.6.2.3 costs of re-letting the Leased Premises; and
 - 12.6.2.4 any amount paid by the Lessor by way of damage or penalties resulting from such breach whether by law or otherwise.

INTEREST ON ARREARS OF RENT AND OTHER MONEYS

- 12.7 The Lessee (if so required by the Lessor) shall pay to the Lessor interest at the rate specified in ITEM 9 of the Schedule to this Lease on all payments of Rent and other moneys payable under this Lease by the Lessee to the Lessor which are in arrears for more than 14 calculated from the due date for payment to the actual date of payment thereof and such interest shall be regarded as additional Rent and be recoverable as such.

WAIVER

- 12.8 No waiver by the Lessor of any breach of any covenant or condition of this Lease or grant of any time or indulgence by the Lessor in relation thereto shall operate as waiver of another breach of the same or any other covenant or condition of this Lease or any right, action or remedy of the Lessor. A waiver is not valid or binding unless it is in writing given by the Lessor personally.

ESSENTIAL TERMS

- 12.9 Each of the covenants by the Lessee which are specified in this clause are essential terms of this Lease:
- 12.9.1 Part 4, relating to payment of Rent and other moneys;
 - 12.9.2 Part 5, relating to payment of Services and Outgoings;
 - 12.9.3 Part 6, relating to the Permitted Use of the Leased Premises and compliance with statutes, etc;

- 12.9.4 Part 7, relating to the assignment or sub-letting of the Leased Premises without the consent in writing of the Lessor;
 - 12.9.5 Part 8, relating to maintenance of the Leased Premises;
 - 12.9.6 Part 16, relating to GST; and
 - 12.9.7 Part 18, relating to Special Conditions.
- 12.10 In respect of the Lessee's obligation to pay Rent, the acceptance by the Lessor of arrears or of any late payment of Rent shall not constitute a waiver of the essentiality of the Lessee's obligation to pay Rent in respect of those arrears or of the late payments or in respect of the Lessee's continuing obligation to pay Rent during the Term.
- 12.11 The Lessee hereby covenants to compensate the Lessor in respect of any breach of an essential term of this Lease and the Lessor is entitled to recover damages from the Lessee in respect of such breach. The Lessor's entitlement under this clause is in addition to any other right, remedy or entitlement to which the Lessor is entitled (including the right to re-enter and terminate this Lease) and shall not be prejudiced by the exercise of the right of re-entry.

DAMAGES IN RESPECT OF REPUDIATION OR BREACH OF LEASE

- 12.12 In the event that the Lessee's conduct (whether by way of action or omission) constitutes a repudiation of this Lease (or of the Lessee's obligations under this Lease) or constitutes a breach of any covenant contained in this Lease, the Lessee covenants to compensate the Lessor for the loss or damage suffered by reason of the repudiation or breach.
- 12.13 The Lessor may recover damages against the Lessee in respect of repudiation or breach of covenant for the damage suffered by the Lessor during the entire term of this Lease.
- 12.14 The Lessor's entitlement to recover damages is not affected or limited by any of the following:
- 12.14.1 if the Lessee abandons or vacates the Leased Premises;
 - 12.14.2 if the Lessor elects to re-enter or to terminate the estate of the Lessee;
 - 12.14.3 if the Lessor accepts the Lessee's repudiation;
 - 12.14.4 if the conduct of the Lessor and Lessee constitutes a surrender by operation of law.
- 12.15 The damages recoverable pursuant to clause 12.13 include damages for the periods before and after the Lessee has vacated the Leased Premises and before and after the abandonment, termination, repudiation, acceptance of repudiation or surrender by operation of law referred to in clause 12.14.4 whether the proceedings are instituted either before or after such conduct.
- 12.16 In the event of the Lessee vacating the Leased Premises, whether with or without the Lessor's consent, the Lessor shall take reasonable steps to mitigate the Lessor's damages and to endeavour to re-lease the Leased Premises at a reasonable rent and on reasonable terms. The

Lessor's entitlement to damages shall be assessed on the basis that the Lessor should have observed the obligation to mitigate damages contained in this clause. The Lessor's conduct in pursuance of the duty to mitigate damages shall not by itself constitute acceptance of the Lessee's breach or repudiation or a surrender by operation of law.

LANDLORD AND TENANT ACT

12.17 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.

PART 13. LESSOR'S RIGHTS AND INDEMNITIES

RIGHT TO ENTER LEASED PREMISES

13.1 The Lessor and its servants, agents or agents with or without workers or others at all reasonable times when the Leased Premises are open for business may enter into and upon the Leased Premises upon giving reasonable notice to the Lessee (except in the case of an emergency requiring immediate attention) for the purpose of:

13.1.1 viewing the state of condition and repair of the Leased Premises, or

13.1.2 carrying out repairs, renovations or alterations to the Leased Premises or any part thereof in order to comply with the Lessor's obligations under this Lease or to remedy any default by the Lessee in the performance or observance of any of the covenants or conditions to be performed or observed by the Lessee.

13.2 In exercising the right under clause 13.1, the Lessor must cause as little disturbance to the Lessee as is necessary and reasonable in the circumstances.

PASSAGE OF SERVICES

13.3 The Lessor reserves to itself and all others authorised by it the passage of air-conditioning equipment, fire and sprinkler systems, pipes, devices, ducts, cables, electrical wiring, water sewerage and drainage connections and any other services through, along, in or into the Leased Premises and also access to and through the Leased Premises at any time for the purpose of installing, maintaining or repairing any such equipment, systems, pipes, ducts, cables, wirings, connections and services.

RIGHT TO SELL

- 13.4 The Lessor at any time or from time to time may sell, transfer, assign, mortgage, encumber or charge the Leased Premises and the Lessor's right, interest, title or estate therein is subject always to this Lease.
- 13.5 If the Lessor sells all or part of the fee simple in the Land, the Lessor may require the Lessee to execute a deed with the Lessor and the purchaser. The deed must be prepared and stamped by the Lessor's solicitor and at the Lessor's costs in all things.
- 13.6 If the Lessor sells all or part of the fee simple in the Land and the Lessor does not require the Lessee to execute a suitable deed, at any time after the date of transfer to the purchaser, the purchaser may require the Lessee to execute a deed with the purchaser. The deed must be prepared and stamped by the purchaser's solicitor and at the purchaser's costs in all things.
- 13.7 Failure by the Lessee to execute the deed contemplated by clauses 13.5 and 13.6 (as the case may be) will be deemed to be a breach of this Lease.

LESSOR MAY ACT THROUGH AGENTS

- 13.8 The Lessor may act through and may appoint or employ for any matter or purpose for or arising from this Lease any attorney, agent or employee including any solicitor, land agent, valuer, architect, builder, bailiff, tradesman or worker and every act or thing done by any duly authorised attorney, agent or employee of the Lessor shall be as valid and effective as if done by the Lessor (unless this Lease specifies that any act or thing must be done by the Lessor personally and, in such case, this clause does not apply).

INDEMNITY TO LESSOR

- 13.9 The Lessee will use and keep the Leased Premises at the risk of the Lessee and the Lessor will not be liable for any damage the Lessee or any person or any property may suffer by reason in whole or in part of anything occurring or not occurring within the Leased Premises whether naturally or negligently or otherwise except to the extent caused or contributed to by the negligence or default under this Lease of the Lessor or any of its officers employees agents or contractors.
- 13.10 Without limiting any other provision of this Lease, the Lessee shall indemnify and keep indemnified the Lessor from and against any, each and all loss, damage, liability, expense, fee, cost, claim or demand of whatsoever nature caused by or arising from any breach or non-observance of the Lessee's covenants or any of them or any act, omission, neglect or default of the Lessee or any officer, servant, agent, licensee or invitee of the Lessee in or upon or in relation to the Leased Premises or the Land on which is erected any buildings or improvements thereon, or any part thereof or in relation to any use, business or activity of or in the Leased Premises or any part thereof.

INTERRUPTION OF SERVICES

- 13.11 The Lessor will not be responsible or liable to the Lessee or to any person claiming by, through or under the Lessee for the failure of any equipment or machinery in the Leased Premises, including air conditioning, lifts, transportation for their ineffectual operation or for any damage or loss caused by or arising out of them. The Lessee will keep the Lessor indemnified against all and any of the matters referred to in this clause excluding any liability resulting from the negligence of the Lessor or any person lawfully claiming through it.
- 13.12 The Lessor will not be liable to the Lessee for any loss or damaged suffered by the Lessee as a result of any malfunction failure or function or interruption of or to any Services or the blockage or any sewers waste drains gutters downpipes or some water drains from any cause whatsoever.

LAND DIVISION

- 13.13 The Lessor hereby reserves to itself and its assigns and successors the right and liberty at any time during the Term to make application for a subdivision of the Land and the issue of separate Certificates of Title for separate allotments representing portions of the Land (**Land Division Application**).
- 13.14 The Lessee acknowledges and agrees that upon receipt of a request in writing from or on behalf of the Lessor so to do, the Lessee shall immediately consent in writing to lodgement of the Land Division Application and do and execute and perform all such deeds acts matters and things as may be required to be done executed or performed to enable the deposit by the Lessor of the Land Division Application including endorsing its consent upon any form required under any Act or instrument.
- 13.15 The Lessee agrees that upon deposit of the Land Division Application and issue of a separate Certificates of Title for those allotments in the Land Division Application which includes the land upon which the Leased Premises are located (or if the Leased Premises do not comprise the whole of an allotment or are not separately assessed with respect to any rates taxes utilities assessments charges impositions outgoings or liabilities the performance or satisfaction of which the Lessee is responsible pursuant to this Lease) the Lessee's Proportion of Outgoings shall in that event be a like proportion to the proportion the area of the Leased Premises bears to the total area of the allotments or relevant separate Certificates of Title.
- 13.16 The following documents are if the Lessor so requires to be contemporaneously executed:-
- 13.16.1 an instrument of surrender of this Lease (in reasonable form) as from a time immediately before the Land Division Application takes effect; and
 - 13.16.2 a new lease (**Substitute Lease**) for the balance of the term of this Lease (and on the same conditions or those conditions as appropriately modified to allow for the subdivision out of land to which this Lease applies)

- 13.17 All documents necessary to give effect to this clause will be prepared by the Lessor's solicitors and will be prepared, stamped and if required registered at the Lessor's expense. The Lessor will pay the Lessee's reasonable costs and expenses associated with execution of all necessary documents. The Lessee agrees to indemnify the Lessor for any contributions to a strata or community corporation in respect of allotments to which the Substitute Lease applies.
- 13.18 For the purposes of these clauses 13.13 to 13.17 inclusive:-
- 13.18.1 "allotments" means an allotment, unit or lot created on subdivision;
- 13.18.2 "subdivision" means the division or re-division of land under:-
- 13.18.2.1 Part XIXAB of the Real Property Act 1886; or
- 13.18.2.2 the Community Titles Act 1996; or
- 13.18.2.3 the Strata Titles Act 1988.

PART 14. MISCELLANEOUS

NOTICES

- 14.1 Any notice or other communication required to be given under, or in relation to this Lease, must be in writing and may be served on the Lessor and Lessee by the means specified in Item 13 of the Schedule, which the Lessor or Lessee may amend by giving the other written notice..
- 14.2 A notice or communication is deemed to be served:
- 14.2.1 If delivered personally or left at the address, upon delivery.
- 14.2.2 If posted within Australia, two Business Days (as defined in clause 4.3) after posting.
- 14.2.3 If sent by email or facsimile, upon receiving confirmation of receipt from the recipient's system or otherwise.

SEVERANCE OF OFFENDING PROVISION

- 14.3 If any covenant or provision or part thereof of this Lease is or becomes unlawful or invalid or infringes the *Competition and Consumer Act 2010 (Cth)* as amended, the *Retail and Commercial Leases Act 1995* or any other statutory provision, the offending provision shall be severed from this Lease without affecting the validity and enforceability of the remainder of this Lease.
- 14.4 If any covenant relating to the payment of Rent and Lessee's Proportion of Outgoings of which it is a part is severed from this Lease then, notwithstanding the Term or any other provision of this Lease, the Lessor on giving one (1) calendar month's notice in writing to the Lessee may terminate this Lease.

NO RELIANCE ON REPRESENTATIONS. ENTIRE AGREEMENT

14.5 The Lessee and the Lessor acknowledge that this Lease is not entered into in reliance on any representation or warranty (express or implied) given by the Lessor (including the Lessor's solicitor or agent) save as may be specifically set out in this Lease or as required by legislation and that this Lease embodies the entire agreement between the Lessor and Lessee, any previous written or oral agreement between the Lessor and Lessee cease to have any effect immediately prior to the execution of this Lease. This Lease may be amended only in writing in an instrument executed by the Lessor and Lessee.

CONSENTS

14.6 If any consent approval or permission may be required from any mortgagee or encumbrancee pursuant to such mortgages and encumbrances as are hereinbefore described to this Lease or the term hereof or to any term, covenant or condition hereof then this Lease or that term, covenant or condition as the case may require shall be subject to that consent approval or permission and both the Lessor and the Lessee, shall do all such acts and things as may reasonably be required to obtain or to facilitate the consent approval or permission so soon as may reasonably be possible provided that if the consent approval or permission is overlooked or is not obtained by reason of any inadvertence by either the Lessor or the Lessee then neither the Lessor nor the Lessee shall seek to avoid or set aside this Lease or any of the terms, covenants or conditions of this Lease nor to prevent the same from coming into effect until such time as all reasonable endeavours have been made to obtain that permission approval or consent.

LAW

14.7 This Lease is:

14.7.1 governed by the law of South Australia and all parties hereto do hereby submit to the jurisdiction of the courts of South Australia;

14.7.2 subject to any contrary provision which applies by force of law by virtue of the *Retail and Commercial Leases Act 1995*.

TRUSTS

14.8 The Lessor is not bound to acknowledge or to give effect to any trust or of any beneficial interest in this Lease notwithstanding that the Lessor may have notice of the same and may have consented to the same and the Lessor may treat the Lessee as the sole and beneficial owner of this Lease and may exercise any right or remedy against the Lessee personally and any property of the Lessee notwithstanding that the same may be held by the Lessee on or subject to any trust or otherwise. In no circumstances will the liability of the Lessee be limited to the assets that the

Lessee owns in its own right or limited to the extent the Lessee is entitled to be indemnified from the assets of any particular trust.

CAVEATS

- 14.9 The Lessee shall not lodge an absolute caveat over the Land to protect the interest of the Lessee under this Lease. The Lessee shall withdraw any caveat lodged by or on behalf of the Lessee over the Land on termination of this Lease for any cause.

NO EXCLUSIVITY

- 14.10 The Lessee hereby acknowledges that the Permitted Use is not exclusive to the Lessee and that other occupants of the Land may sell similar products or supply similar services to those sold and/or supplied by the Lessee. Further, the Lessee acknowledges that the Lessor may have previously granted, or may in the future during the Term grant, in favour of occupants of other parts of the Land the right to conduct a business similar to that of the Lessee or to sell similar goods or provide similar services to those sold or supplied by the Lessee. The Lessee shall have no claim against the Lessor in respect of any conduct by the Lessor or any other occupant of the Land contemplated by this clause.

WARRANTY

- 14.11 The Lessee acknowledges and declares that no promise, representation, warranty, assurance or undertaking has been given by the Lessor (or the Lessor's employees, agents or representatives) in respect of:
- 14.11.1 the suitability of the Leased Premises (structurally or otherwise) for the Permitted Use or for any particular purpose; or
 - 14.11.2 the use to which the Leased Premises may be legally be put.

REDEVELOPMENT

- 14.12 The Lessor may terminate this Lease on the grounds of a proposed Redevelopment but this Lease cannot be terminated on that ground unless and until the Lessor has provided the Lessee with details of the proposed Redevelopment sufficient to indicate a genuine proposal to so redevelop within a reasonably practicable time after this Lease is to be terminated. This Lease cannot be terminated by the Lessor on that ground without at least 6 months' written notice of termination to the Lessee. If notice of termination on that ground is given to the Lessee the Lessee may terminate this Lease by giving the Lessor not less than 7 days written notice of termination at any time within 6 months before the termination date notified by the Lessor, provided always that if this lease is for a term of 12 months or less the period of 6 months referred to above is deemed in each case to be 3 months.

EXCLUSIONARY CERTIFICATE

- 14.13 It is expressly agreed between the Lessor and the Lessee that if the Term is less than 5 years then the operation of section 20B(1) of the *Retail and Commercial Leases Act 1995* is excluded from this Lease.
- 14.14 If applicable, attached to this Lease is a certificate (either original or a copy) signed by a lawyer, who is not acting for the Lessor, to the effect that:
- 14.14.1 the lawyer has, at the request of the Lessee, explained the effect of the right in clause 14.13 of this Lease and how that right would apply in relation to the Lease if the Lease did not include this provision; and
- 14.14.2 the Lessee have the lawyer apparently credible assurances that the Lessee was not acting under coercion or undue influence in requesting or consenting to the inclusion of this provision in this Lease.

PERSONAL PROPERTY SECURITIES ACT 2009

- 14.15 Expressions used in clauses 14.16 and 14.19 and this Lease that are defined in the *Personal Property Securities Act 2009 (Cth)* ("PPSA") have the same meaning as in the PPSA.
- 14.16 The Lessee consents to the Lessor at the cost of the Lessee in all things doing whatever the Lessor considers necessary at any time to register (including registering a financing statement and/or a financing change statement), perfect (with the priority required by the Lessor) or enforce any security interest (including as a purchase money security interest or a PPS Lease) that arises under this Lease or any other agreement with the Lessee and/or in respect of any personal property of the Lessor. The Lessee must execute any documents, provide any information and otherwise assist the Lessor as required by the Lessor at any time to enable the Lessor to do anything contemplated by this clause.
- 14.17 In accordance with section 157(3) of the PPSA, the Lessee waives its right to receive notice of a verification statement in respect of a registration event.
- 14.18 The Lessee must not register or permit to be registered any financing statement on the register in relation to any security deposit or bank guarantee provided by the Lessee.
- 14.19 In accordance with section 115 of the PPSA, the Lessor and the Lessee contract out of the provisions, to the extent such provisions grant rights in favour of the Lessee or create obligations upon the Lessor, of sections 95, 96, 117, 118, 120, 125, 130, 135, 142 and 143, subsections 121(4), 132(3)(d) and 132(4), and Division 6 of Part 4.3 of the PPSA.

CHARGE

- 14.20 Without limiting any other clause in this Lease, the Lessee, as security for the performance of its obligations to the Lessor under this Lease, charges in favour of the Lessor all and any real and

personal property owned by the Lessee at any time and wherever situated for an amount equal to the full amount of the Rent and other monies payable under this Lease or otherwise owing by the Lessee to the Lessor.

- 14.21 The Lessee consents to the Lessor lodging a caveat over any interest in land owned by the Lessee in relation to the charge granted by the Lessee pursuant to this clause. Further, the Lessee acknowledges that this lease creates a security interest in respect of the aforesaid personal property for the purposes of the *Personal Property Securities Act 2009 (Cth)* and consents to the Lessor registering such security interest on the register established by the *Personal Property Securities Act 2009 (Cth)* and the Lessee shall provide all information and assistance reasonably requested by the Lessor to enable and maintain such registration.

PART 15. ENVIRONMENT PROTECTION ACT 1993

- 15.1 The Lessee covenants and agrees with the Lessor as follows:-
- 15.2 To take all such reasonable measures as may be necessary to ensure that the environmental impact upon the Leased Premises resulting from the Lessee's occupation of the Leased Premises and the activities of the Lessee are kept to a minimum and to take the appropriate action to ensure that no seepage of oils or chemicals occurs into the soil of the Leased Premises or escapes from the Leased Premises.
- 15.3 Not to permit nor suffer to be brought upon the Leased Premises or any part thereof without the prior written consent of the Lessor (which consent shall not be unreasonably or capriciously withheld) any substance or compound (other than that ordinarily used in the conduct of the Permitted Use) in any form or quantity which the handling storage disposal or dealing with or escape of may result in cause or contribute to pollution contamination or degradation on, of or to the Leased Premises or any part thereof.
- 15.4 Irrespective of whether the Lessor gave its consent in respect of such compounds or substances pursuant to sub-clause 6.4.3 hereof in the event that during the Term of this Lease or any holding over, any pollution contamination or degradation occurs of, on or to the Leased Premises (other than to the extent the result of any wilful or negligent act or omission of the Lessor or any agent employee invitee customer or contractor of the Lessor) then the Lessee shall immediately prior to the expiration of the Term of this Lease or any period of holding over at its own cost and expense if so required by the Lessor remove any and all such contaminating or pollution substances and compounds from all parts of the Leased Premises.
- 15.5 The Lessee agrees to and shall indemnify and hold harmless the Lessor and keep the Lessor indemnified from and against all claims, demands, actions, proceedings, judgments, orders, costs, losses, damages and expenses (Claims) of any nature whatsoever suffered or incurred by the Lessor as a result whether directly or otherwise of any failure of the Lessee its servants, agents,

contractors, licensees or another person acting with its authority to perform the Lessee's obligations under this Lease and in particular under this Part 15.

PART 16. GOODS AND SERVICES TAXES

- 16.1 The amounts specified in this Lease for Rent, Outgoings and other monies payable are expressed exclusive of (do not include) GST.
- 16.2 Where GST is imposed or levied in respect of any supply by the Lessor to the Lessee under or in accordance with this Lease (including the supply of the Leased Premises or the supply of any goods, services, rights, benefits or other things) then the Lessor may recover the GST Amount from the Lessee in addition to the Consideration.
- 16.3 GST shall be payable by the Lessee to the Lessor at the same time as the relevant Rent, Outgoing(s), expense or other amount is due pursuant to the terms of this Lease.
- 16.4 The Lessor will do all things reasonably available to it to assist the Lessee to claim on a timely basis any input tax credits the Lessee may be entitled to claim for the acquisition of the Leased Premises, including issuing tax invoices on a timely basis as reasonably requested by the Lessee. GST on Outgoings shall be calculated net of any GST input credits received by the Lessor on such Outgoings.
- 16.5 In this Part 16:-
- 16.5.1 "**Consideration**" means any amount or consideration payable or to be provided pursuant to any provision of this Lease other than this clause.
- 16.5.2 "**GST**" means any form of goods and services tax or other similar value added taxes
- 16.5.3 "**GST Amount**" means the Consideration (after deducting the GST Exempt Component) multiplied by the Rate.
- 16.5.4 "**GST Exempt Component**" means any part of the Consideration which solely relates to a supply that is free or exempt from the imposition of GST.
- 16.5.5 "**GST Legislation**" means any legislation or regulation which imposes, levies, implements or varies a GST.
- 16.5.6 "**Rate**" means the rate at which GST Legislation from time to time imposes or levies GST on a supply under this Lease.
- 16.5.7 "**Supply**" includes supply as defined under GST Legislation.

PART 17. COMMON AREAS

COMMON AREAS

17.1 The Lessor from time to time shall designate any part of the Land (but not the Leased Premises) on which the Leased Premises is situated or any part of the Building including pedestrian walkways, hallways, roadways, lifts or other areas as common areas (**Common Areas**) for the passage of persons or vehicles and areas for parking and unloading of vehicles and the Lessor may alter the size, shape, area or purpose of Common Areas in such way as the Lessor reasonably may determine from time to time.

LESSEE'S RIGHT TO COMMON AREAS

17.2 The Lessee and the Lessee's servants, employees, agents, customers, suppliers, licensees or invitees shall have a non-exclusive right to use the Common Areas designated by the Lessor from time to time subject to the provisions of this Lease and the Lessor may close and secure the Common Areas or any part or parts thereof. No Common Area or part thereof shall be or be construed to be part of the Leased Premises.

REGULATION OF COMMON AREAS

17.3 The Lessor from time to time may give directions and may make rules for the proper use and regulation of Common Areas to the best advantage of the Leased Premises, the Building, the tenants of the Lessor and the public and, without limiting the foregoing, the Lessor may:

- 17.3.1 impose restrictions on the passage of vehicles or persons over the Common Areas or any part thereof;
- 17.3.2 designate specific areas for the parking of vehicles or for particular types of vehicles or for vehicles in which particular persons including the Lessee or servants, agents, employees or customers of the Lessee may park or stand motor vehicles;
- 17.3.3 restrict the times in which members of the public may enter in and upon or pass over the Common Areas or certain part thereof.
- 17.3.4 close the Common Areas or any part thereof.
- 17.3.5 prohibit or restrict smoking in the Common Areas or any part thereof.
- 17.3.6 impose charges on the Lessee and other tenants of the Land based on the proportion each Leased Premises bears to the Total Lettable Floor Area of the Land in respect of the cost and expenses of the provision of services including the cost of utilities, cleaning and security to the Common Areas.

MANAGEMENT OF COMMON AREAS

- 17.4 The Lessor may appoint any agent or may delegate to any person the management and control of the Common Areas or any part or parts thereof and may delegate to that agent or person all or any of the rights, powers, authorities or privileges of the Lessor in or in relation to the Common Areas or any part thereof.

CONDUCT IN COMMON AREAS

- 17.5 The Lessee shall and the Lessee shall cause the servants, agents, customers, suppliers, invitees and licensees of the Lessee to use the Common Areas properly, soberly and reasonably and for the purposes for which the same are designated by the Lessor and without any unnecessary disturbance, noise or hindrance to any other person in the Common Areas or the tenants of the Building.

DELIVERY OF GOODS

- 17.6 The Lessee may accept delivery of goods, services or other items on or for the Leased Premises from suppliers or carriers only at such times as may be reasonable and which do not cause any undue hindrance or obstruction to the Common Areas or any part thereof and shall effect such unloading or loading as the case may be as expeditiously as possible.

MOVEMENT OF PLANT

- 17.7 The Lessee, prior to moving or transporting any plant, equipment, safe, furniture or any large or any unwieldy object over the Common Areas or any part thereof, shall give not less than two (2) days' notice to the Lessor and shall not move or transport the same onto the Common Areas at any time or times which the Lessor reasonably may prohibit.

LITTER

- 17.8 The Lessee shall not cause or allow any litter, article or substance to be thrown, dropped or placed or fall onto the Common Areas or any part thereof.

ADVERTISING AND SOLICITING

- 17.9 The Lessee shall not cause or permit any advertising or soliciting for business or any distribution of handbills, posters or advertisements or the exhibition of any signs or advertisements on the Common Areas or any part thereof without the consent of the Lessor first had and obtained.

NOISE

- 17.10 The Lessee shall not cause or permit by means of any loud speaker, amplifier, television, radio, tape recorder, video cassette recorder, musical instrument or any other device or means, any sound, light or visual image to be heard or seen as the case may be on or in the Common Areas

or any part thereof and whether or not the same may be situated on the Leased Premises or any part thereof without the prior written consent of the Lessor.

TOILET FACILITIES

17.11 The Lessee shall use and shall cause to be used all such toilet facilities, washrooms and other amenities as may be situated on the Common Areas or any parts thereof with all proper care and respect.

CAR PARK

17.12 Subject to clause 17.13 of this Lease, the Lessee and the Lessee's employees, agents, customers, suppliers, licensees or invitees in common with the other lessees of the Centre and the public may use the Car Park for the purpose of:

17.12.1 ingress to and egress from the Leased Premises;

17.12.2 the parking of motor vehicles for the unloading and loading of all kinds of merchandise used by the Lessee in the Lessee's business;

17.12.3 parking.

17.13 The Lessor may in respect of the Car Park;

17.13.1 impose parking charges (regulated by meters or otherwise);

17.13.2 enter into an agreement with any person(s) to manage and operate the Car Park;

17.13.3 designate which (if any) parts of the Car Park the Lessee and the Lessee's employees, agents, customers, suppliers, licensees or invitees may use; and

17.13.4 impose fines and penalties for any failure by the Lessee to comply with any designation by the Lessor under clause 17.13.3 of this Lease.

17.14 If the Lessor enters into an agreement (including a lease or licence) with any person(s) to manage or operate the Car Park, the Car Park will for the purposes of this Lease be taken to remain part of the Common Areas.

DISPUTE AS TO COMMON AREAS

17.15 The Lessee agrees that, in the event of any dispute amongst the Lessee and any other lessees of the Lessor as regards the use of the Common Areas, the Lessor's decision is final.

PART 18. SPECIAL CONDITIONS

18.1 The special conditions (if any) specified in ITEM 14 of the Schedule shall form part of this Lease and shall prevail over any other term of this Lease to the extent of any inconsistency.

SCHEDULE

ITEM 1 Whole of the land comprised and described in Certificate of Title Register Book Volume
LAND **6133 Folio 93** being Lot 2 in Community Plan 27927 in the area named Normanville,
Hundred of Yankalilla and known as Unit 2, 1 Olive Avenue, Normanville SA 5204

(clause 1.7)

ITEM 2 That portion of the Land and Building which is described on page 1 of this Lease as
LEASED PREMISES the Leased Premises and includes, where appropriate, the Lessor's fixtures and
fittings.

(clause 1.9)

ITEM 3 Not Applicable

TOTAL LETTABLE
FLOOR AREA

LESSEE'S PROPORTION
OF OUTGOINGS

(clause 5.12)

ITEM 4 Professional consulting rooms

PERMITTED USE

(clause 6.1)

ITEM 5 Not Applicable

FIXED RENT INCREASE

(clause 4.9)

ITEM 6 One (1) right of renewal for a term of five (5) years commencing on 1 June 2021 and
RIGHT OF RENEWAL expiring on 31 May 2026

(clause 3.4 to 3.6)

ITEM 7 1. 1 June 2017;

RENT REVIEW DATE 2. 1 June 2018;

3. 1 June 2019;

4. 1 June 2020;

(clauses 1.12 and 4.11)

and if the Lessee exercises its right to renew the Lease:

1. 1 June 2021;

2. 1 June 2022;

3. 1 June 2023;

4. 1 June 2024; and

5. 1 June 2025.

ITEM 8

RENT REVIEW

(clauses 4.18)

The Rent shall be reviewed in accordance with the CPI Increase as defined in clause 4.6 on:

1. 1 June 2017;
2. 1 June 2018;
3. 1 June 2019; and
4. 1 June 2020

If the Lessee exercises its right to renew the Lease, the Rent shall be reviewed on 1 June 2021 in accordance with the Current Market Rent as defined in clause 4.7.

If the Lessee exercises its right to renew the Lease, the Rent shall be reviewed in accordance with the CPI Increase as defined in clause 4.6 on:

1. 1 June 2022;
2. 1 June 2023;
3. 1 June 2024; and
4. 1 June 2025

ITEM 9

INTEREST

(clause 12.7)

Two percent (2%) greater than the rate charged from time to time by the Commonwealth Bank of Australia on overdraft accounts on amounts no greater than the annual Rent payable under this Lease at such time

ITEM 10

PUBLIC RISK
INSURANCE

(clause 11.4)

TEN MILLION DOLLARS (\$10,000,000.00).

ITEM 11

BANK GUARANTEE

(clause 5.20)

Not Applicable

ITEM 12

GUARANTOR(S)

(clause 5.27)

Not Applicable

ITEM 13

NOTICES
(clause 14.1)

LESSOR

Personal delivery (person/address):

Alexander Lewis Stabolidis of 16
Mitchell Heights, Normanville SA 5204

Emily Kate Stabolidis of 16 Mitchell
Heights, Normanville SA 5204

Post:

c/- KMT Partners, 31 Hauteville Terrace,
Eastwood SA 5063

Email:

Facsimile:

LESSEE

Personal delivery (person/address):

Alexander Lewis Stabolidis of 16
Mitchell Heights, Normanville SA 5204

Post:

c/- KMT Partners, 31 Hauteville Terrace,
Eastwood SA 5063

Email:

Facsimile:

ITEM 14

SPECIAL CONDITIONS
(clause 18.1)

Not Applicable

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CONSENTS OF MORTGAGEES AND SECTION 32 DEVELOPMENT ACT 1993 CERTIFICATION

This Lease does not contravene Section 32 of the *Development Act 1993 (SA)*, as amended.

DATED

**IMPORTANT NOTICE
EXCLUSION OF WARRANTY FOR FITNESS FOR PURPOSE**

*Retail and Commercial Leases Act 1995: Section 18
Retail and Commercial Leases Regulations 2010: Regulation 6*

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 BY LESSOR

EXECUTED by EMLEX PTY LTD ACN 610 814 492)
in accordance with Section 127(1) of the *Corporations Act 2011 (Cth)*)

Signature – Director and Secretary

ALEXANDER LEWIS STABOLIDIS
Name – Director and Secretary

Signature – Director and Secretary

EMILY KATE STABOLIDIS
Name – Director

EXECUTION BY LESSEE

EXECUTED by ALEDEN PTY LTD ACN 116 113 887)
in accordance with Section 127(1) of the *Corporations Act 2011 (Cth)*)

Signature – Sole Director and Secretary

ALEXANDER LEWIS STABOLIDIS
Name – Sole Director and Secretary

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

Prefix
L
Series No.

LANDS TITLES REGISTRATION
OFFICE
SOUTH AUSTRALIA

MEMORANDUM OF LEASE

FORM APPROVED BY THE REGISTRAR-GENERAL

BELOW THIS LINE FOR AGENT USE ONLY

BELOW THIS LINE FOR OFFICE & STAMP DUTY PURPOSES ONLY

<p>CERTIFIED CORRECT FOR THE PURPOSES OF THE REAL PROPERTY ACT 1886</p> <p>_____</p> <p>Solicitor/Registered Conveyancer/Lessee</p>
--

AGENT CODE

Lodged by:

Correction to:

TITLES, CROWN LEASES, DECLARATIONS ETC. LODGED WITH INSTRUMENT (TO BE FILLED IN BY PERSON LODGING)

- 1.....
- 2.....
- 3.....
- 4.....

PLEASE ISSUE NEW CERTIFICATE(S) OF TITLE AS FOLLOWS

- 1.....
- 2.....
- 3.....
- 4.....

DELIVERY INSTRUCTIONS (Agent to complete)

PLEASE DELIVER THE FOLLOWING ITEM(S) TO THE UNDERMENTIONED AGENT(S)

ITEM(S)	AGENT CODE

CORRECTION	PASSED
<p>REGISTERED</p> <p>REGISTRAR-GENERAL</p>	