

Lease

PREMISES: Unit 25, 8 Rogers Street, Port Melbourne

Gnezdo Jajce Pty Ltd

ACN 099 835 677

(Lessor)

Finsbury Green Pty Ltd

ACN 007 743 151

(Lessee)

THIS LEASE is made the day of 2012

BETWEEN: **Gnezdo Jajce Pty Ltd ACN 099 835 677**
of 1A South Road Thebarton, South Australia 5031
(the Lessor)

first part

AND: **Finsbury Green Pty Ltd ACN 007 743 151**
of 1A South Road Thebarton, South Australia 5031
(the Lessee)

second part

WITNESSES that the Lessor being the proprietor of all that land comprised in Certificate of Title Volume 11311 Folio 664, together with all improvements thereon **HEREBY LEASES** to the Lessee and the Lessee hereby takes as tenant from the Lessor the Premises described in Item 1 of the Reference Schedule for the Term described in Item 6 of the Reference Schedule, at the rentals, upon the terms, conditions and covenants and with or subject to the rights and liberties described in this Lease **AND** the parties hereby covenant and agree that the lease between them is evidenced by this demise and the Covenants, Schedules and any other provisions incorporated in this Lease all of which are to be construed as part of this Lease.

COVENANTS OF LEASE

1 Interpretation

In this Lease unless the contrary intention appears:

- 1.1 "**Accounting Period**" means each full twelve month period ending on 30th June in each year after the Commencement Date, and includes the period which commences on the Commencement Date and ends on the following 30th June, and the period which commences on 1 July and ends on the date of termination of this Lease.
- 1.2 "**Building**" means the interior and exterior of the buildings erected upon the Land together with all improvements now or hereafter erected on or made to the Land or its improvements or structures and includes (but without limitation) all air conditioning fire protection and other plant machinery and equipment and all fixtures and fittings of the Landlord and all conveniences services amenities and appurtenances located in any of the buildings and any part of the foregoing;
- 1.3 Deleted:
- 1.4 "**Building Outgoings**" means the total amount expended or expendable by the Landlord in an Accounting Period in respect of the whole of the Building (and not otherwise the responsibility of the Tenant) and being:
 - 1.4.1 all Council and water rates and Emergency Services Levy and other rates taxes assessments or imposts charged or assessed on or in respect of the Building (including the Premises) or upon the Landlord in respect of its ownership thereof except such as are separately assessed against the Tenant and are required to be paid by the Tenant or by any other Tenants of the Building;
 - 1.4.2 Cleaning of Common Areas and signs;
 - 1.4.3 the maintenance and repair of all fire equipment which expression shall extend to and include all stop-cocks hydrants alarms drench curtains fire sprinkler system hoses extinguishers or other fire prevention equipment in Common Areas of the Building;
 - 1.4.4 lighting of Common Areas and signs;
 - 1.4.5 caretaking and security expenses (if any) reasonably incurred by the Landlord including the cost of the installation and maintenance of all devices and equipment used for the purposes of caretaking and security;

- 1.4.6 garbage and waste disposal from areas external to the Premises and pest control;
 - 1.4.7 provision of all toilet requisites for toilets located in the Building;
 - 1.4.8 building, machinery and public risk insurance;
 - 1.4.9 air conditioning and ventilation maintenance;
 - 1.4.10 gardening and plant hire;
 - 1.4.11 all maintenance and repairs including but not limited to lift maintenance and repairs;
 - 1.4.12 management costs, bank fees and accounting fees.
- 1.5 "**Clean**" means the maintenance of the Premises and the Building in a thoroughly clean sanitary neat and tidy condition including:
- 1.5.1 the cleaning of the toilets and washrooms and ensuring that at all times there is a good and sufficient supply of paper towels and other toilet requisites;
 - 1.5.2 the maintenance of all drains sewers gutters downpipes plumbing water pipes gas pipes cisterns toilet basins and all related fittings in connection with the Premises and the Building in a clean and sanitary condition and free and clear from any obstruction or blockage;
 - 1.5.3 the cleaning of the exterior and interior of all windows and glass doors;
 - 1.5.4 keeping the Premises and the Building free from all accumulations of rubbish waste dirt litter and pests;
 - 1.5.5 the removal of all waste and garbage from the Premises and the Building.
- 1.6 "**Cleaning**" shall have a corresponding meaning to Clean;
- 1.7 "**Commencement Date**" means the date of commencement of the original term of this Lease; which is agreed to be 1 July 2013.
- 1.8 "**Common Areas**" means those portions of the Building dedicated by the Landlord from time to time for common use by the tenants and occupiers of the Building and their invitees and customers including all driveways access and egress roads car parks walkways pavements entrances courts vestibules malls passages corridors arcades stairways lifts washrooms toilets loading bays service areas and signs other than signs for a particular lessee or occupier of the Building;

- 1.9 Deleted.
- 1.10 "**Interest Rate**" means the interest rate referred to in Item 10 of the Reference Schedule;
- 1.11 "**Land**" shall mean the land referred to in Item 11 of the Reference Schedule and where the context so requires or admits the Building and other improvements erected on that land;
- 1.12 "**Landlord**" means the person or persons named and described in the panel entitled "Lessor" (and if more than one then jointly and severally) and where the context so requires or admits the executors administrators and assigns of such person or each of such persons (as the case may be) and/or the company or companies named and described in the panel herein entitled "Lessor" (and if more than one then jointly and severally) and where the context so requires or admits the successors and permitted assigns of such company or each of such companies (as the case may be);
- 1.13 "**Notice**" means notice in writing given in manner provided herein for the service of notices;
- 1.14 "**Operating Expenses of the Building**" means the total Building Outgoings;
- 1.15 "**Premises**" shall mean that portion of the Building erected on the Land which portion is described in the panel entitled "Certificates of Title being Leased" on page 1 of this Lease and where the context so requires or admits shall mean and include all the Landlord's fixtures fittings plant and air conditioning equipment and chattels installed in or on the Premises and all the services thereto or therein and any alterations additions or improvements made from time to time;
- 1.16 "**Permitted Use**" means the use to which the Tenant shall put the Premises being the use referred to in Item 12 of the Reference Schedule;
- 1.17 "**Public Risk Amount**" means the amount referred to in Item 13 of the Reference Schedule;
- 1.18 "**Reference Schedule**" means the schedule contained in this Lease headed REFERENCE SCHEDULE;
- 1.19 "**Review Date**" means the date(s) referred to in Item 14 of the Reference Schedule;
- 1.20 "**Services**" means all electrical plumbing gas telephone and other like installations including all pipes wires and conduits incorporated thereon or appurtenant thereto;

- 1.21 "**Tenant**" means the person or persons named and described in the panel entitled "Lessee" (and if more than one then jointly and severally) and where the context so requires or admits the executors administrators and assigns of such person or of each of such persons (as the case may be) and/or the company or companies named and described in the panel entitled "Lessee" (and if more than one then jointly and severally) and where the context so requires or admits the successors and permitted assigns of such company or each of such companies (as the case may be);
- 1.22 "**Term**" means the original term granted under this Lease, any renewal term granted under clause 4.16 and any period during which the Tenant shall hold over or otherwise remain in occupation of the Premises;
- 1.23 reference to a statute shall include all amendments for the time being in force and any other statute enacted in substitution and the regulations or by-laws for the time being under that statute and any notice demand order direction requirement or obligation pursuant to that statute or those regulations or by-laws and the expressions "statute" "Act" and "Act of Parliament" shall mean any State or Federal statute and any regulations or by-laws for the time being in force and any notice demand order direction requirement or obligation issued under or pursuant to any statute regulation or by-law;
- 1.24 words importing the singular shall embrace the plural and words importing one gender shall embrace the other genders and vice versa respectively;
- 1.25 any reference to a person shall be deemed to include a corporate body and vice versa;
- 1.26 all money payable by the Tenant to the Landlord under this Lease shall be recoverable as a debt or as rental in arrears and if no date or time for payment is specified shall be payable on demand;
- 1.27 any consent where it is required by this Lease from the Landlord shall mean prior consent in writing;
- 1.28 anything which the Tenant is required to do under this Lease shall be done at the cost in all things of the Tenant and to the reasonable satisfaction of the Landlord;
- 1.29 headings are for convenience of reference only and shall not affect the construction or interpretation of the covenants of this Lease;
- 1.30 any reference to the "panel" shall mean the relevant panel contained on the first 2 pages of this Lease;
- 1.31 where the words "Not Applicable" appear opposite any part of any panel then each and every clause in this Lease in which specific reference is made to that part of the panel shall be null and void and of no effect;

- 1.32 none of the covenants and powers implied in a lease under section 144 of the Property Law Act 1958 shall apply to this Lease save so far as the same are embodied in the covenants and powers expressed in this Lease and such implied covenants and powers are accordingly hereby expressly negated and excluded.

2 **Tenant's covenants**

The Tenant agrees as follows:

2.1 **Rent**

To pay duly and punctually during the Term to the Landlord at its address in this Lease or as it may direct in writing from time to time:

- 2.1.1 until the first rent Review Date after the Commencement Date the rental specified in the panel entitled "Rent and manner of Payment" by the instalments specified in this Lease; and
- 2.1.2 for the remainder of the Term from the first rent Review Date after the Commencement Date such annual rental as shall be determined on that rent Review Date and each successive rent Review Date during the term or any extension or renewal in accordance with the provisions of clause 4.16 of this Lease such rental to be paid in advance by equal monthly instalments on the first day of each month in each year.

2.2 **Permitted use**

That the Tenant shall not use or permit to be used the Premises or any part thereof for any purpose other than as Premises for carrying on the business of the Permitted Use and shall not permit or suffer the same to be used for any other purpose or for any residential purposes whether temporary or permanent.

2.3 **Assignment and subletting**

- 2.3.1 Not sublet or otherwise deal with the Tenant's right to possession of the Premises or mortgage charge or encumber the Tenant's interest under this Lease without the prior written consent of the Landlord which consent in the case of a subletting or other dealing with the right to possession to any person shall not be unreasonably withheld.
- 2.3.2 Not transfer or assign this Lease without the prior written consent of the Landlord which shall not be unreasonably withheld to any person and the Tenant shall only assign this Lease subject to the

conditions that prior to any such assignment:

- 2.3.2.1 the Tenant shall demonstrate to the satisfaction of the Landlord that the proposed assignee is responsible and of sound financial standing and intending to use the Premises for the Permitted Use and does not intend to use the Premises for other than the Permitted Use;
- 2.3.2.2 all rent and other money payable by the Tenant to the Landlord up to the date of proposed assignment have been paid;
- 2.3.2.3 there is not any existing unremedied breach of any of the terms of this Lease;
- 2.3.2.4 the Tenant procures the execution by the assignee of a transfer or an assignment of this Lease in a form approved by the Landlord;
- 2.3.2.5 where the proposed assignee is a company the Landlord may require the directors or the controlling shareholders or both of such company to enter into a deed or agreement guaranteeing the performance by that company of the terms of this Lease such guarantee to be in a form acceptable to the Landlord and the Landlord's reasonable incidental expenses (as hereinafter defined) in the preparation and execution of such guarantee are paid by the Tenant;
- 2.3.2.6 the Tenant establishes to the reasonable satisfaction of the Landlord that:
 - 2.3.2.6.1 the proposed assignee or transferee has sufficient financial resources and retailing skills to perform the Tenant's obligations under or pursuant to this Lease and does not have retailing skills which are inferior to those of the Tenant; and
 - 2.3.2.6.2 if the Retail Leases Act 2003 (Vic) applies the Tenant has provided a "disclosure statement" in the form required pursuant to the Retail Leases Act 2003 (Vic) to the proposed assignee or transferee.
- 2.3.2.7 For the purposes of this clause 2.3 an assignment of

this Lease shall be deemed to have been effected in any of the following circumstances:

2.3.2.7.1 if the Tenant being a company or any one of the Tenants being a company has had a change in the beneficial ownership of its shares which change has the effect of altering the person or persons in effective control of the company;

2.3.2.7.2 if the Tenant is a partnership any change in the constitution of the partnership except by the death of any partner;

any such assignments taking effect without the Landlord's prior written consent shall be deemed a default by the Tenant under the provisions of this Lease.

2.3.2.8 2.3.2.8.1 To pay to the Landlord or its solicitors the Landlord's reasonable incidental expenses in the event of the Tenant requesting the Landlord to give its consent under clause 2.3 hereof.

2.3.2.8.2 For the purpose of clause 2.3 the "Landlord's reasonable incidental expenses" means the reasonable costs and expenses of and incidental to any inspection of the Premises and enquiries concerning the proposed dealing or the persons concerned therein.

2.4 Signs

Not to (without prior approval in writing of the Landlord) erect display affix or exhibit on or to the exterior of the Premises any signs lights embellishments advertisements name or notice and the Tenant shall not without like consent use the name of the Building or any picture likeness of the Building or the Premises for any advertising or other purpose other than as the address and place of business of the Tenant provided always that the Tenant shall be entitled to incorporate references to and illustrations and sketches of the Building in any of its dockets vouchers catalogues advertisement or sales promotion material relating to its business conducted from the Premises.

2.5 Aerials and other devices

Not to erect or place upon within or without the Premises any radio or television aerial or antenna or any loudspeaker system or similar device or equipment without the prior consent in writing of the Landlord (which consent shall not be unreasonably withheld) and the Tenant shall not without the like consent of the Landlord use or permit to be used any radio television or other like media or source equipment likely to be heard or seen from outside the Premises provided however that any consent so given may at any time be withdrawn where the Landlord reasonably so determines having regard to the interests of the Building as a whole or the rights or interests of other Tenants occupiers or persons lawfully in the Building.

2.6 Dangerous substances

Not to store chemicals inflammable liquids acetylene gas or alcohol or explosive oils compounds or substances not normally used for carrying on the Permitted Use upon the Premises without the consent in writing of the Landlord and not to use any of such substances or fluids in the Premises for any purpose.

2.7 Use of facilities

Not to use the lavatories sewers waste and grease traps or other supply apparatus of the Premises or of the Building for any purpose other than that for which they were constructed and not to do or suffer to be done any act or thing that might choke or otherwise affect or damage the same.

2.8 Use of Common Areas

Not to obstruct the Common Areas or any part thereof nor use the same for business or display purposes without the prior consent of the Landlord nor without the like consent solicit business in the Common Areas by means of distribution of handbills or other advertising matter or conduct any auction fire bankruptcy or liquidation sale on or from the Premises and then only in accordance with such terms and conditions (if any) as the Landlord may in writing agree.

2.9 Invalidation of insurance

Not to knowingly do or permit anything to be done on the Premises or bring or keep anything in the Premises which may in any way invalidate or violate the conditions of any insurance policies which insurance policies shall be in such terms and conditions as shall not interfere with the use of the Premises for the Permitted use or increase or cause to be increased the premium payable in respect thereof provided however that the Tenant on being notified in that behalf by the Landlord shall be obliged forthwith to remedy any matters which if they continued in their then state might possibly invalidate or violate the terms of any such insurance policies.

2.10 Electrical equipment

Not to install without the prior consent in writing of the Landlord any electrical equipment on the Premises which may overload the cables switchboard or sub-boards through which the electricity is conveyed to the Premises and if the Landlord grants such consent any alteration which may be necessary to comply with the requirements of the Landlord's insurance underwriters and any statutes regulations ordinances or by-laws relating thereto shall be effected if the Landlord so elects by the Landlord at the expense of the Tenant and the entire cost to the Landlord of such alterations shall be paid by the Tenant upon demand by the Landlord provided always that the Landlord may require the Tenant to deposit with the Landlord the estimated cost thereof before any such alterations are commenced.

2.11 Use of loading facilities

Not to permit trade vehicles while being used for delivery and pick up of merchandise to be driven parked or stopped at any place or time within the Building except at such place or places and at such time or times as the Landlord may specifically and reasonably allow and the Tenant shall prohibit its employees service suppliers and others over whom it may have control from parking delivery vehicles during loading or unloading in any places other than those which the Landlord may from time to time reasonably allot and from obstructing the entrances exits and driveways to the parking areas and also the pedestrian footways to all Common Areas.

2.12 Heavy equipment

Not to bring on the Premises any heavy machinery or other plant or equipment unless reasonably necessary or proper for the conduct of the Tenant's use of the Premises and in no event shall any such machinery plant or equipment be of such nature weight or size as to cause or in the reasonable opinion of the Landlord be likely to cause any structural or other damage to the floors or walls or any other part or parts of the Premises or the Building. Before bringing any such equipment upon the Premises or the Common Areas the Tenant shall inform the Landlord of the Tenant's intention so to do and the Landlord may direct the routing installation and location of all such machinery plant and equipment and the Tenant shall observe and comply with all such directions.

2.13 Nuisance

The Tenant itself or any servant agent invitee or customer of the Tenant will not do or permit to be done in upon or about the Premises or the Common Areas of the Building or any of them anything which may be or be likely to become illegal or a nuisance or annoyance to or in any way interfere with the quiet and comfort of the Landlord or the occupants of any other Premises adjoining or in the vicinity of the Premises or persons making use of the

Building generally.

2.14 The Tenant's business

That the Tenant will keep the Premises continuously open for business during normal business hours, and conduct the Tenant's business therein in good faith and in accordance with the best method and in a reputable manner and will not suffer or permit or commit an illegal or unlawful act thereon.

2.15 Representations

The Tenant hereby expressly acknowledges and declares that the Landlord has prior to the Tenant signing this Lease, if the Retail Leases Act 2003 (Vic) applies to this Lease:

2.15.1 delivered to the Tenant an accurate copy of this Lease and a duly completed Disclosure Statement in the form required under the Retail Leases Act 2003 (Vic) ;

2.15.2 without limiting the generality of the foregoing the Tenant further acknowledges and declares that no promise representation warranty assurance or undertaking has been given by or on behalf of the Landlord in respect of the suitability of the Premises for any purpose to be carried on therein or in respect of the suitability of the fittings finish facilities and amenities of the Premises or that the business of the Tenant may lawfully be carried on in upon and from the Premises.

2.16 Rules and Regulations

2.16.1 To observe and not to permit or suffer any of the Tenant's servants invitees or licensees to commit any breach of the Rules and Regulations annexed to this Lease and contained in the Appendix as amended from time to time it being understood that the Landlord may at any time and from time to time delete vary amend or add to the Rules and Regulations for the time being included or deemed to be included in the said Appendix whenever the Landlord reasonably deems such variations amendments deletions or additions thereto necessary or desirable for regulating the use of the Premises or the Common Areas of the Building or any part thereof or for safety care and cleanliness or for preservation of good order or for comfort of the occupiers and invitees provided always that no amendment of such Rules and Regulations shall be inconsistent with the rights of the Tenant herein contained and the Tenant hereby agrees that any failure by the Tenant to observe any

such Rules and Regulations as may from time to time be in force shall constitute a breach of this Lease as though such Rules and Regulations were covenants with the Landlord contained in this Lease.

2.16.2 A certificate signed by any one of the solicitors or managing agents or the manager of properties for the time being of the Landlord listing the Rules and Regulations for the time being in force at the date hereof or any amendment thereof shall until further notice be conclusive evidence that such Rules and Regulations or amendments are for the time being in force and made pursuant to the terms of this Lease.

2.17 Tenant's stock

To keep the Premises fully stocked and open for business and to operate the Premises during the Term of this Lease with due diligence and efficiency and in a proper and businesslike manner.

2.18 Display lighting

To keep any display windows and signs in or about the Premises well illuminated daily up to midnight each day unless prevented by causes beyond the control of the Tenant provided that if the Premises shall have display windows which are visible from the exterior of the Building the Tenant shall keep such Premises well lighted until 10.00pm every day. For the purpose of this clause 2.17 display windows shall be deemed to include those parts of the Premises used for the display of merchandise and visible from the Common Areas.

2.19 Pest extermination

To take all proper precautions to keep the Premises free of rodents and vermin and the Tenant will if so required by the Landlord but at the cost of the Tenant employ from time to time or periodically, pest exterminators for that purpose.

2.20 Repairs maintenance and Cleaning

2.20.1 To well and sufficiently and substantially to repair Clean maintain mend and keep the Premises including the Landlord's air conditioning plant and equipment and all additions (having regard to the condition thereof at the commencement of the original term hereof) defects of a structural nature and damage by fire flood lightning storm tempest or other inevitable accident and fair wear and tear only excepted (save where insurance money is irrecoverable in consequence of any neglect or wilful default of the Tenant or any servant agent contractor Tenant licensee or invitee

of the Tenant), provided that the Tenant shall not be liable to do work of a structural nature except such as may be occasioned by the act neglect or default of the Tenant or as may be required to be done as a result of its use or occupation of the Premises.

- 2.20.2 To maintain in good order and condition all painted and covered portions of the Premises during the Term and within the last 3 months of every third year of the Term as well as within the last 3 months of the final year of the Term and any extension or renewal thereof to repaint and recover all those parts of the Premises which have or ought to have been painted or covered to the satisfaction of the Landlord.
- 2.20.3 To cause the Premises to be kept Clean and free from dirt and rubbish (including external surfaces of windows walls and doors) by employing for the purpose persons approved by the Landlord and by ensuring that all waste trash and garbage is stored and kept in proper receptacles and that such receptacles are regularly emptied daily at the garbage disposal in the Building in the manner and at the time or times directed by the Landlord provided that in the event that the Landlord shall provide a service for the routine cleaning of the Building the Tenant shall if so required by the Landlord use such service for the cleaning of the Premises and shall permit the Landlord's cleaning contractors to have access to the Premises at all reasonable times for the purposes of carrying out routine cleaning and the Tenant shall pay to the Landlord monthly and in advance the Tenant's proportion of the costs of the cleaning of the Building.
- 2.20.4 To keep and maintain clean and in good order condition and repair all fixtures fittings plant furnishings and equipment of the Landlord in the Premises.
- 2.20.5 To make good any damage caused to any part of the Common Areas or adjoining Premises by any action of the Tenant or its employees agents or contractors or persons claiming through or under the Tenant.
- 2.20.6 From time to time immediately to repair replace and renew all broken glass and all damaged or broken heating lighting electrical equipment and plumbing installed in the Premises and all doors fastenings windows locks and keys and all Landlord's fixtures fittings and things which are to become part of the Premises and in the case of breakage of exterior plate glass or other windows to replace the same with glass of the same or similar quality.
- 2.20.7 At all times comply with all statutes by-laws and regulations orders and directions and the like of every State, Federal, local

government and statutory and public authority including the Insurance Council of Australia and the Victorian Metropolitan Fire and Emergency Services which affect the Premises or the Tenant's business and to keep the Landlord indemnified in respect of all such matters provided that the Tenant shall not be liable for structural alterations required solely for reasons other than the Tenant's use or occupation of the Premises or the negligent or wilful act omission or default of the Tenant or any servant agent contractor Tenant licensee or invitee of the Tenant.

2.21 Inspection

The Landlord and its agents may at all reasonable times upon giving prior notice to the Tenant (except in the case of emergency when no notice is required) enter upon the Premises and view the state of repair thereof and may serve upon the Tenant a notice in writing of any defect for the repair of which the Tenant may be responsible requiring the Tenant within a reasonable time to repair the same and in default of the Tenant so doing it shall be lawful for the Landlord from time to time to enter and execute the required repairs as if it were the Tenant and for that purpose the Landlord together with its architects contractors workmen and agents may enter upon the whole or any part of the Premises and there remain for the purpose of doing erecting or effecting any such thing and any expenses and costs of carrying out such work shall forthwith be payable by the Tenant to the Landlord.

2.22 Landlord's repairs

The Tenant will permit the Landlord at all times on reasonable notice to enter and carry out repairs renovations maintenance or alterations to the Premises or to the Common Areas in compliance with the Landlord's obligations (if any) under the provisions of this Lease or otherwise deemed necessary or desirable by the Landlord or pursuant to any request under a direction of any competent authority in respect of any work not the obligation of the Tenant provided always that in the exercise of any such power no unreasonable interference is caused to the Tenant.

2.23 Conditions on termination

The Tenant will at the expiration or sooner determination of this Lease peaceably surrender and yield up unto the Landlord the whole of the Premises and every part thereof in good and substantial repair order and condition in all respects (having regard to their condition at the commencement of the Lease) and Clean and free from rubbish, damage by fire flood lightning storm tempest act of God or other inevitable accident fair wear and tear only excepted (save and except where insurance money is irrecoverable in consequence of the neglect or wilful default of the Tenant or any servant agent contractor Tenant licensee or invitee of the Tenant) and

the Tenant shall remove all signs names advertisements or notices painted displayed affixed or exhibited upon to or within the Premises and make good any damage or disfigurement caused thereby.

2.24 Alterations and installations

2.24.1 The Tenant will not without the prior consent in writing of the Landlord make any alterations or additions in or to the Premises nor to any water gas or electrical fixtures fittings equipment or appliances or any apparatus for illuminating air conditioning heating cooling or ventilating the Premises nor work paint drill or in other way deface any walls ceilings floor partitions or parts of the Premises provided that with respect to a request by the Tenant to install partitioning or machinery or equipment such consent aforesaid shall not be unreasonably withheld but the Landlord shall be entitled to require the cost thereof to be borne by the Tenant and that installation thereof be by the Landlord or persons nominated or approved by the Landlord and provided further that the Tenant shall prior to applying for such written consent submit to the Landlord or its managing agents for the approval of the Landlord's architect or consultant full details including working drawings and specifications (if required) for the same and the fees of such architect or consultant in perusing the same and inspecting the same on completion shall be the liability of the Tenant and shall be paid by the Tenant forthwith upon the Landlord making demand.

2.24.2 Property in all partitioning installed by the Tenant shall unless otherwise agreed in writing remain the property of the Tenant who shall be responsible for the repair and maintenance thereof.

2.25 Notice of accident

The Tenant will give to the Landlord prompt notice in writing of any accident to or defect or want of repair in any Services to or fittings in the Premises and of any circumstances likely to be or likely to cause any damage risk or hazard to the Premises or to the Building or any person therein.

2.26 Insurance

2.26.1 The Tenant hereby further covenants with the Landlord that the Tenant will insure and keep insured in the joint names of the Landlord and of the Tenant and of such other tenants of the Building or other persons firms or companies as may be designated by the Landlord with such insurance office or offices as may from time to time be approved by the Landlord such approval however not to be unreasonably withheld:

2.26.1.1 Glass

All glass now or hereafter installed in the Premises for its full replacement value.

2.26.1.2 Water damage

Against damage to fixtures and fittings for the full insurable value occurring in respect of the use or misuse or mechanical failure of the fire protection system (if any) installed in the Premises or the incursion of water in or on the Premises.

2.26.1.3 Tenant's fittings

The Tenant's fittings stock and equipment in the Premises for their full replacement value.

2.26.1.4 Public risk

In respect of liability for loss injury or damage to any person or property whatsoever (including without being limited to the person or property of any of the Landlord the Tenant the other tenants and occupiers of the Building and the officers employees agents customers invitees and licensees of any of them) caused by or arising out of any act of or omission by any of the Landlord or Tenant the other tenants of the Building and the officers employees agents customers invitees and licensees of any of them or in or about or to or from or in relation to the Premises of the condition or state of repair thereof or the business carried on therein or therefrom in an amount of not less than the Public Risk Amount for any single claim.

2.25.1.5 Burglary

Against damage to the Premises by act of Burglary.

2.25.1.6 Landlord's Plant and Equipment

The Landlord's plant and equipment in the Premises, for the exclusive use of the Tenant, for their full replacement value.

2.26.1.5 The Tenant shall punctually pay all the premiums payable in respect of such of the abovementioned

insurances as are effected provided always that in each case such money shall be paid at least 14 days before such premiums become due and payable and the Tenant shall produce and deliver on demand to the Landlord or its authorised agent the policies and the receipt or receipts evidencing payment of such premiums.

2.27 Indemnities

To indemnify and keep indemnified the Landlord from and against all actions and suits brought against and all claims and demands made upon and all losses and expenses incurred by the Landlord as a result of or arising out of:

2.27.1 the occurrence on the Premises during the Term of any accident or injury to or death of any person or damage or injury to or loss of the property of any person; or

2.27.2 the negligent use misuse waste or abuse by the Tenant or any servant agent sub-tenant or of any other person claiming through or under the Tenant of the water gas electricity oil lighting and other Services and facilities of the Building including the overflow or leakage of water in or from the Premises having originated therein or caused or contributed to by any act or omission of the Tenant or other persons aforesaid; or

2.27.3 without limiting the generality of clause 2.27.1, loss, damage, injury, disease, illness, ill-health or death suffered by any person arising from, related to or contributed to by a breach of or failure by the Tenant to comply with clause 2.31.

2.28 Lien offset

The Tenant shall at all times during the subsistence of this Lease keep the Premises free and clear of liens charges or encumbrances of any kind whatsoever (other than those existing at the date of commencement hereof or those created by the Landlord or its successors in title) including in particular but without limiting the generality of the foregoing any liens charges or encumbrances based on claims for income tax land tax municipal rates and claims by persons who have supplied services or materials to the Tenant for use in or on the Premises.

2.29 Payment of utilities

In addition and without prejudice to the rental hereinbefore reserved the Tenant will at all times during the Term or during any holding over:

2.29.1 Promptly pay all charges for electric energy gas water and telephone supplied to used or consumed in or in relation to the premises and all other charges and impositions imposed by any public utility or authority or otherwise incurred for supply of any service supplied to or used in or in respect of the premises.

2.30 Share of Operating Expenses

2.29.1 To pay to the Landlord all present and future Building Outgoings in respect of each Accounting Period at the times and in the manner hereinafter provided as additional rent reserved under this Lease;

2.29.2 prior to the Commencement Date and not less then thirty (30) days prior to the commencement of each Accounting Period the Landlord shall deliver to the Tenant a written statement setting out the nature of the Operating Expenses together with estimates of the amount of the Tenant's liability in respect of the Building Outgoings over each Accounting Period;

2.29.3 the Tenant shall pay to the Landlord on the Commencement Date and on the anniversary of the Commencement Date of every year of the Term on account of the Operating Expenses of the Building;

2.29.4 not later then three (3) months after the expiration of an Accounting Period the Landlord shall furnish the Tenant a statement in reasonable detail of the actual Operating Expenses of the Building paid incurred or provided during the preceding Accounting Period by the Landlord which determination shall be conclusive and thereupon there shall be an adjustment between the Landlord and the Tenant with payment to or repayment by the Landlord as the case may require within four (4) months of the expiration of the Accounting Period so that the Landlord shall receive the entire amount of the Tenant's share of such Operating Expenses for the Accounting Period in question and no more.

2.31 No smoking of tobacco

2.31.1 That the Tenant will not at any time smoke cigarettes, cigars or any other tobacco products in the Premises or in any other part of the Building.

2.31.2 To procure all of the Tenant's employees, servants, contractors,

agents and sub-Tenants to refrain at all times from smoking any tobacco products in the Premises or in any other part of the Building.

2.31.3 To encourage the Tenant's customers to refrain at all times from smoking tobacco products in the Premises or in any other part of the Building.

2.32 Goods and Services Tax

2.32.1 **GST Law meanings**

Words or expressions which commence with capital letters and which are not defined in this clause but which have a defined meaning in the GST Law have the same meaning in this clause.

2.31.2 **GST gross up**

The Landlord and the Tenant agree that:

- (a) **(GST exclusive)** all Payments have been set or determined without regard to the impact of GST;
- (b) **(gross up)** if the whole or any part of a Payment is the consideration for a Taxable Supply the GST Amount in respect of the Payment must be paid to the payee as an additional amount, either concurrently with the Payment or as otherwise agreed in writing; and
- (c) **(invoice)** the payee will provide to the payer a Tax Invoice at the same time at which any GST Amount is payable.

2.31.3 **Allow for credits**

Despite any other provision of this Lease, if a Payment due under this Lease (including any contribution to outgoings) is a reimbursement or indemnification by one party or an expense, loss or liability incurred or to be incurred by the other party, the Payment shall exclude any part of the amount to be reimbursed or indemnified for which the other party can claim an Input Tax Credit. The other party will be assumed to be entitled to full Input Tax Credits unless it can establish otherwise.

2.31.4 **Information**

The Landlord and the Tenant will provide any information reasonably requested by the other relating to the Input Tax Credits of the requested party and the amount of any costs it has incurred in

connection with Supplies it has made under or in connection with this Lease.

2.31.5 "GST" means the goods and services tax as imposed by the GST Law including, where relevant, any related interest, penalties, fines or other charges to the extent that they arise from the Lessee's failure to pay when due.

2.31.6 "GST Amount" means, in relation to a Payment, an amount arrived at by multiplying the Payment (or the relevant part of a Payment if only part of a Payment is the consideration for a Taxable Supply) by the appropriate rate of GST (being 10% when the GST Law commenced).

2.31.7 "GST Law" has the meaning given to that term in *A New Tax System (Goods and Services Tax) Act 1999*, or, if that Act is not valid or does not exist for any reason, means any Act imposing or relating to the imposition or administration of a goods and services tax in Australia and any regulation made under that Act.

2.31.8 "Payment" means:

- (a) the amount of any monetary consideration (other than a GST Amount payable under clause 2.31); and
- (b) the GST Exclusive Market Value of any non-monetary consideration;

paid or provided by the Tenant for this Lease or by the Landlord or the Tenant for any other Supply made under or in connection with this Lease and includes:

- (c) any Rent or contribution to outgoings including any other payments to be made by the Tenant to the Landlord; and
- (d) any amount payable by way of indemnity, reimbursement, compensation or damages.

3 **Landlord's covenants**

The Landlord covenants and agrees with the Tenant as follows:

3.1 Quiet enjoyment

That the Tenant paying the rent hereby reserved and duly and punctually observing and performing the covenants obligations and provisions in this Lease on the part of the Tenant to be observed and performed shall and may peaceably possess and enjoy the Premises for the Term without any

interruption or disturbance from the Landlord or any other person or persons lawfully claiming by from or under the Landlord.

3.2 Rates and taxes

Provided that the Tenant is not in breach of its obligations under this Lease the Landlord will pay such rates and taxes assessed on or in respect of the Premises as are not herein required to be paid or contributed to by the Tenant (if any).

3.3 Services

Subject to clauses 4.31 and 4.32, the Landlord shall use its best endeavours to keep the Services installed in the Building in proper running order but the Tenant shall not be entitled to claim damages or mitigation of rent by reason of any breakdown thereof.

3.4 Insurances

The Landlord shall insure and keep insured for its full replacement value the whole of the Building throughout the Term against loss or damage by fire storm tempest earthquake and flood and shall make all payments necessary for that purpose.

4 Mutual covenants

The Landlord and the Tenant covenant and agree as follows:

4.1 Default of lessee

If at any time during the occupation of the Premises by the Tenant:

4.1.1 any rent or other money payable by the Tenant are in arrears for more than 14 days although no formal demand has been made; or

4.1.2 in case of default by the Tenant in respect of any obligation on the part of the Tenant arising out of any term condition or covenant contained in this Lease and such default is continued for 14 days or in the case of repairs required to be effected by the Tenant such repairs are not completed within a reasonable time; or

4.1.3 execution is levied against any of the assets of the Tenant; or

4.1.4 the Tenant (being a natural person):

4.1.4.1 is convicted of any indictable offence;

- 4.1.4.2 becomes bankrupt or commits an act of bankruptcy or an act which could give rise to the same; or
- 4.1.5 the Tenant (being a Company) either:
- 4.1.5.1 goes into liquidation (other than a voluntary liquidation for the purposes of re-organisation); or
- 4.1.5.2 is wound up or dissolved; or
- 4.1.5.3 enters into a scheme of arrangement with its creditors or any class thereof; or
- 4.1.5.4 is placed under official management; or
- 4.1.5.5 a receiver, manager or receiver and manager or any of its assets is appointed; or
- 4.1.5.6 an administrator is appointed; or
- 4.1.5.7 is subject to an investigation pursuant to Part 3 of the Australian Securities and Investment Commission Act 2001.
- 4.1.6 any event described in clauses 4.1.3, 4.1.4 and 4.1.5 occurs in respect of any Guarantor of the obligations of the Tenant under this Lease;

then despite any prior waiver or failure to take action by the Landlord or indulgence granted by the Landlord to the Tenant in respect of any such events whether past or continuing it shall be lawful for the Landlord or any other person duly authorised by it (subject to due compliance with section 146 of the Property Law Act 1958 (if applicable)) to:

- re-enter upon the Premises or any part thereof in the name of the whole and thereby determine the estate of the Tenant; and
- to remove or otherwise deal with as provided in clause 4.11 all goods fittings fixtures and effects found on the Premises;

in either case without prejudice to the rights of the Landlord in respect of any action or other remedy for arrears of rent or breach of covenant or damages as the result of any such event.

4.2 Essential terms

- 4.2.1 Each of the covenants by the Tenant which are specified in this clause are essential terms of this Lease:

- 4.2.1.1 the covenant to pay rent throughout the Term as provided for in clause 2.1 hereof;
 - 4.2.1.2 the covenant relating to the use of the Premises by the Tenant as provided in clause 2.2 hereof;
 - 4.2.1.3 the covenant relating to assignment and sub-letting as provided in clause 2.3 hereof;
 - 4.2.1.4 the covenant relating to repairs maintenance and Cleaning by the Tenant as provided in clause 2.20 hereof;
 - 4.2.1.5 the covenant not to effect alterations as provided in clause 2.24 hereof;
 - 4.2.1.6 the covenant relating to insurances as provided in clause 2.26 hereof;
 - 4.2.1.7 the covenants relating to the airconditioner and lifts in clauses 4.31 and 4.32.
- 4.2.2 In respect of the Tenant's obligation to pay the rent the acceptance by the Landlord of arrears or of any late payment of rent shall not constitute a waiver of the essential nature of the Tenant's obligation to pay interest in respect of those arrears or of the late payment or in respect of the Tenant's continuing obligation to pay rent during the Term.
- 4.2.3 The Tenant hereby covenants to compensate the Landlord in respect of any breach of an essential term of this Lease and the Landlord is entitled to recover damages from the Tenant in respect of such breach. The Landlord's entitlement under this clause is in addition to any other right remedy or entitlement to which the Landlord is entitled (including the right to re-enter and determine the estate of the Tenant) and shall not be prejudiced by the exercise of the right of re-entry.
- 4.3 Damages in respect of repudiation or breach by Tenant
- 4.3.1 In the event that the Tenant's conduct (whether by way of action or omission) constitutes a repudiation of this Lease (or of the Tenant's obligations under this Lease) or constitutes a breach of any covenant contained in this Lease, the Tenant covenants to compensate the Landlord for the loss or damage suffered by reason of the repudiation or breach.

- 4.3.2 The Landlord shall be entitled to recover damages against the Tenant in respect of repudiation or breach of covenant for the damage suffered by the Landlord during the balance of the Term then remaining.
- 4.3.3 The Landlord's entitlement to recover damages shall not be affected or limited if the Tenant shall abandon or vacate the Premises; or if the Landlord shall elect to re-enter or to determine the estate of the Tenant; or if the Landlord shall accept the Tenant's repudiation; or if the parties' conduct shall constitute a surrender by operation of law.
- 4.3.4 The Landlord shall be entitled to institute legal proceedings claiming damages against the Tenant in respect of the Term including the periods before and after the Tenant has vacated the Premises and before and after the abandonment termination repudiation acceptance or repudiation or surrender by operation of law referred to in clause 4.3.3. of this clause 4.3 whether the proceedings are instituted either before or after such conduct.
- 4.3.5 In the event of the Tenant vacating the Premises whether with or without the Landlord's consent the Landlord shall be obliged to take reasonable steps to mitigate its damages and to endeavour to lease the Premises at a reasonable rent and on reasonable terms. The Landlord's entitlement to damages shall be assessed on the basis that the Landlord should have observed the obligation to mitigate damages contained in this clause 4.3.5. The Landlord's conduct in pursuance of the duty to mitigate damages shall not by itself constitute acceptance of the Tenant's breach or repudiation or a surrender by operation of law.

4.4 Waiver

That no waiver by the Landlord of one breach of any covenant obligation or provision in this Lease contained or implied shall operate as a waiver of another breach of the same or any other such covenant obligation or provision and if the Landlord shall become entitled to determine this Lease under the provisions for re-entry contained in this Lease the receipt of rent by the Landlord or the doing or omission of any act matter or thing whatsoever by the Landlord or any agent or servant of the Landlord (which but for this covenant would or might amount to a waiver of the Landlord's right in respect of any such breach or default) before or after the happening thereof shall not operate as nor be deemed to be a waiver in any way of the Landlord's rights and powers in respect of any such breach or default.

4.5 Access

The Tenant its duly authorised officers servants or agents shall be entitled at

all times during the Term to have full and free right of access to and from the Premises by and through the various entrances and exits of the Building as may be necessary or convenient for the purpose of the Tenant's use and occupation of the Premises (but not for any other purpose) in accordance with the hours lawfully prescribed by the Landlord pursuant to clause 2.14 of this Lease and the Landlord shall be entitled to close the Building at other times.

4.6 Notices

That any notice required to be given or served under this Lease shall be sufficiently given or served if delivered in person or left addressed to the Tenant at or affixed to any part of the Premises or forwarded by prepaid post to the last known place of abode or business of the Tenant and shall be sufficiently given or served on the Landlord if addressed to the Landlord and left at or sent to its registered office for the time being or last known place of business of the Landlord and a notice sent by post shall be deemed to have been given at the time when it ought to be delivered in due course of post.

4.7 Costs

The Landlord and the Tenant must pay their own costs relating to the preparation, negotiation and completion of this Lease, but the Tenant must pay:

- 4.7.1 all of the Landlord's reasonable costs and expenses including legal costs and expenses of and incidental to the execution of any transfer or assignment of this Lease and the cost of preparation of a suitable plan of the Premises (if applicable);
- 4.7.2 all stamp duty (if applicable) on this Lease, any transfer or assignment of this Lease and any renewal hereof. The Tenant hereby indemnifies and agrees to keep the Landlord indemnified from and against all stamp duty payable by it under this clause 4.7.3;
- 4.7.3 subject always to clause 2.3 of this Lease all reasonable costs and expenses of and incidental to dealing with any application for the Landlord's consent or approval under any provision of this Lease, including any survey valuation investigation or enquiries reasonably made in connection with such application, and whether such consent or approval be refused or granted; and
- 4.7.4 all costs and expenses for which the Landlord shall become liable (including but without limiting the generality of the foregoing legal costs and expenses) in consequence of, in connection with or in attempting to remedy any breach or default by the Tenant in the

performance or observance of any of the terms covenants and conditions of this Lease.

4.7.6 the Landlord with the agreement of the Tenant has required that this Lease be prepared by the Landlord or its solicitor and the Tenant agrees that it has required that this Lease be prepared in registrable form.

4.8 Notice to let

That the Tenant shall during the last 3 months of the Term unless the Tenant shall have exercised any option to renew contained herein permit the Landlord or its managing agent to display on the exterior or interior of the Premises a "To Let" sign of a reasonable size and the Tenant shall permit the Landlord to show prospective tenants through the Premises to enable them to view the same provided that in exercising such powers the Landlord shall endeavour not to cause any unreasonable inconvenience to the Tenant.

4.9 Abatement of rental

That in case the Premises shall at any time during the Term be destroyed or damaged by fire so as to be unfit for use and the same shall not have been caused by some default on the part of the Tenant and the policy or policies of insurance for the Premises or the Building effected by the Landlord shall not have been vitiated or payment refused in consequence of some act omission default or neglect of the Tenant or if the Premises shall be destroyed or damaged by storm tempest earthquake so as to be unfit for use then the Landlord may elect to reinstate the Premises; and in such case the annual rent, the Tenant's contribution towards Promotion Fund contributions and air-conditioning costs hereby reserved or a fair and just proportion thereof (being an amount agreed between the Landlord and the Tenant but failing agreement an amount determined by a licensed valuer nominated by the Landlord (the valuer's costs to be borne equally between the Landlord and the Tenant) which valuer shall be deemed to act as an expert and not as an arbitrator and accordingly the provisions of the Commercial Arbitration Act 1984 shall not apply) according to the damage sustained shall be suspended and cease to be payable; such annual rent and other obligation shall be suspended whilst and so long as the Premises or any part thereof shall be unfit for use provided however that in the event of the Premises being totally or so substantially destroyed that reinstatement shall in the opinion of the Landlord be unjustified the Landlord may elect in writing to determine this Lease and thereupon all claims hereunder excepting those which have arisen prior to the date of such election shall be at an end. If the Landlord does not cause reinstatement works to commence within 6 calendar months of the occurrence of the damage or destruction the Tenant may terminate this Lease by serving not less than 7 days' written notice on the Landlord. The Tenant agrees that it will not be entitled to terminate this Lease as a consequence of the Landlord's failure to commence reinstatement works within 6 calendar

months of the occurrence of the damage or destruction results from circumstances outside the Landlord's control.

4.10 Holding over

In the event of the Tenant holding over after the expiration or sooner determination of the Term with the consent of the Landlord the Tenant shall become a monthly Tenant only (determinable upon 1 month's written notice by either party) of the Landlord, at a monthly rental equivalent to the monthly proportion of the total annual rent payable by the Tenant during the immediately preceding period increased in accordance with the provisions of this Lease at the expiration or sooner determination of the Term, and otherwise on the same terms and conditions mutatis mutandis as those herein contained so far as applicable.

4.11 Removal of fixtures

4.11.1 The Tenant shall prior to the expiration of this Lease remove from the Premises all fittings plant equipment or other articles upon the Premises in the nature of fittings brought upon the Premises by the Tenant but the Tenant shall in such removal do no damage to the Premises and shall forthwith make good any damage which the Tenant may occasion thereto and shall forthwith remove all rubbish and shall leave the Premises in a Clean state and condition.

4.11.2 If the Tenant shall not have completed such removal and making good on the expiration of the Term (or in the case of the determination of the Term within a reasonable time after such determination) then the Landlord may remove and store such partitions alterations or additions as the Tenant shall have failed to remove and the Tenant undertakes to repay on demand all costs and expenses incurred by the Landlord in so doing and the Landlord may alternatively elect not to effect such removal in which case the Landlord shall by notice in writing given to the Tenant notify the Tenant that unless the Tenant shall have effected such removal within 14 days of the date on which such notice is given such partitions alterations or additions as have not been removed by the Tenant shall be forfeited to the Landlord and where the Tenant fails to comply with such notice such partitions alterations and additions shall at the expiration of such 14 day period become the absolute property of the Landlord.

4.12 Exemption from liability

The Landlord shall not in any way be liable for any injury which may be caused to the Tenant or to the Tenant's or sub-tenants' property or to the Tenant's servants clients visitors or customers or their property by reason of

any happening on or in the vicinity of the Premises however caused, except for any negligent or wilful act or omission of the Landlord.

4.13 Consequential loss

The Landlord shall not be liable to the Tenant or to any other person whatsoever for any loss or damage occasioned by defect in any plumbing water steam fire protection system or other pipe sewerage or by the bursting running or leaking of any tank washstand closet or waste or other pipes in or about the Premises or the skylight vent trapdoor or otherwise or for any loss or damage arising from any act or neglect of co-tenants or other occupants of the Building or of adjacent property or the public and the Landlord shall not be liable in damages or otherwise for any failure to furnish or interruption of the provision of services of water gas electricity heated water steam chilled water caused by mechanical breakdown fire accident riot strike labour disputes acts of God or the making of any repairs or improvements or other causes beyond the control of the Landlord.

4.14 Interest on late payment

If the Tenant shall fail to pay to the Landlord any money which is payable by the Tenant to the Landlord in accordance with the terms hereof within 7 days from the due date for the payment thereof the Tenant shall pay to the Landlord interest thereon or on so much thereof as shall remain unpaid at the Interest Rate referred to in Item 10 of the Reference Schedule from the due date or dates for the payment thereof until the same shall be actually paid and also upon any judgment which the Landlord may obtain against the Tenant from that date for each month or a part of a month during which any such payment shall be overdue or any such judgment unsatisfied.

4.15 Variation of Site - Deleted

4.16 Renewed Terms

4.16.1 Renewal

Upon written request of the Tenant made to the Landlord not less than 3 months nor more than 6 months before the expiration of the original term hereby granted and PROVIDED THAT there shall not at the time of such request be any existing breach or non-observance of any of the covenants and conditions herein contained and on the Tenant's part to be observed and performed the Landlord will at the expense of the Tenant grant to the Tenant an extension of this Lease of the Premises for a further term of **ten (10) years** (the "First Renewed Term") subject to and upon the same terms and conditions as are herein contained save for the exclusion of this clause 4.16.1 giving the Tenant a right to a Renewed Term and PROVIDED FURTHER that if the due

observance or performance by the Tenant of its duties and obligations hereunder shall have been guaranteed by any person firm or corporation then the execution by such guarantor or guarantors of such documents or assurances as the Landlord may require for the purposes of affirming or renewing such guarantee or guarantees for the Renewed Term shall be a condition precedent to the exercise by the Tenant of the Tenant's right to request an extension hereunder. Should this Lease be renewed pursuant to this clause 4.16.1 then the annual rental hereby reserved shall be reviewed in accordance with clause 4.17.

4.16.2 Second Renewal

Upon written request of the Tenant made to the Landlord not less than 3 months nor more than 6 months before the expiration of the original term hereby granted and PROVIDED THAT there shall not at the time of such request be any existing breach or non-observance of any of the covenants and conditions herein contained and on the Tenant's part to be observed and performed the Landlord will at the expense of the Tenant grant to the Tenant an extension of this Lease of the Premises for a further term of **ten (10) years** (the "Second Renewed Term") subject to and upon the same terms and conditions as are herein contained save for the exclusion of this clause 4.16.2 giving the Tenant a right to a Renewed Term and PROVIDED FURTHER that if the due observance or performance by the Tenant of its duties and obligations hereunder shall have been guaranteed by any person firm or corporation then the execution by such guarantor or guarantors of such documents or assurances as the Landlord may require for the purposes of affirming or renewing such guarantee or guarantees for the Renewed Term shall be a condition precedent to the exercise by the Tenant of the Tenant's right to request an extension hereunder. Should this Lease be renewed pursuant to this clause 4.16.2 then the annual rental hereby reserved shall be reviewed in accordance with clause 4.17.

4.17 Rent review

4.17.1 4.17.1.1 That the annual rent payable under this Lease shall be reviewed on the Review Date in each year during the Term in accordance with the provisions of clause 4.17.2 in each of the years referred to in Item 15 of the Reference Schedule, and if the Tenant exercises its right to the First Renewed Term pursuant to clause 4.16.1 then on the Review Date in each of the years referred to in Item 16 of the Reference Schedule, and if the Tenant exercises its right to the Second Renewed Term pursuant to clause 4.16.2 then on the

Review Date in each of the years referred to in Item 17 of the Reference Schedule.

4.17.1.2 The annual rent payable under this Lease shall be reviewed on the Review Date in accordance with the provisions of clause 4.17.3 in each of the years referred to in Item 18 of the Reference Schedule:

4.17.2 4.17.2.1 Deleted

4.17.2.2 The annual rental shall be determined by adding to the annual rental payable in the year before the Review Date, a sum determined by multiplying the annual rental payable for the year immediately preceding the relevant Review Date by the following fraction:

$$\frac{X}{Y}$$

where "X" is the Consumer Price Index for Melbourne (All Groups) (as defined below) in respect of the quarter ending immediately prior to the relevant Review Date and where "Y" is the Consumer Price Index for Melbourne (All Groups) (as hereinafter defined) in respect of the quarter ending immediately prior to the date being one year prior to the relevant Review Date.

4.17.2.3 If the Commonwealth of Australia ceases to publish the Consumer Price Index; or the basis of calculating the Consumer Price Index is substantially changed; then either the Landlord or Tenant may give to the other one month's notice in writing specifying the facts that such party alleges satisfy either of those conditions and in such event the annual rental shall thereafter be reviewed by a method to be determined by the parties and failing that a method to be determined by the President of the Law Institute of Victoria Incorporated whose decision shall be absolute and binding on the parties.

4.17.2.4 In this Lease a reference to the Consumer Price Index for Melbourne (All Groups) or to the Consumer Price Index shall mean and include the Consumer Price Index for Melbourne (All Groups) published from time to time by the Australian Bureau of Statistics.

- 4.17.3 4.17.3.1 If the Tenant exercises its right to a renewed term pursuant to clause 4.16 the rent shall be re-valued on the Review Date in the years specified in Item 17 of the Reference Schedule and a fair market rent will be set using the method set out in this clause 4.17.3.
- 4.17.3.2 The current market rent of the Premises will be the rent which (having regard to the terms and conditions of the Lease and such other matters as are relevant to the assessment of current market rent) would be reasonably expected to be paid for the Premises if they were unoccupied and offered for renting for the use to which the premises may be put in accordance with the Lease;
- 4.17.3.3 rent concessions and other benefits that are frequently or generally offered to prospective Lessees of unoccupied premises similar to the Premises will be relevant matter to be taken into account in the assessment of current market rent;
- 4.17.3.4 the value of goodwill created by the Lessee's occupation and the value of the Lessee's fittings and fixtures on the Premises are to be ignored for the purposes of the assessment of current market rent;
- 4.17.3.5 the Lessor may notify the Lessee of the Lessor's assessment of the current market rent as at the relevant rent Review Date and the Lessee will have twenty eight (28) days from the date of service of such notice (and in this respect time will be of the essence of the Lease) within which the Lessee must notify the Lessor if the Lessee disputes the current market rent assessed by the Lessor. If the Lessee does not so notify the Lessor that the Lessor's assessment is disputed then the Lessee will be deemed to have agreed to the Lessor's assessment of the current market rent which will be the rent payable as from the relevant Review Date;
- 4.17.3.6 if the Lessor and the Lessee agree as to what the actual amount of the rent is to be they must both sign a statement or record of that agreement;
- 4.17.3.7 if the Lessor and the Lessee do not agree as to what the actual amount of the rent is to be, the amount of the rent will be determined by valuation carried out by a valuer appointed by agreement between the

Lessor and the Lessee or, failing agreement, appointed by the person for the time being holding or acting in the office of President of the Australian Institute of Valuers and land Economists Inc. (SA Division). If the Lessor and the Lessee do not agree on the valuer to be appointed to carry out the valuation within twenty one (21) days after either party has nominated such a valuer (and in this respect time will be of the essence) then either party may request the President to appoint a valuer to carry out the valuation;

4.17.3.8 if the valuer does not accept the appointment to act or does not make the valuation within forty two (42) days after accepting the appointment, then another valuer is to be appointed as provided in Clause 4.17.4.7;

4.17.3.9 the valuer will act as an expert and not as an arbitrator and the valuer's decision will be final and binding on the Lessor and the Lessee;

4.17.3.10 valuation must give detailed reasons for determination and must specify the matters to which the valuer had regard for the purposes of making his or her determination);

4.17.3.11 the Lessor and the Lessee must pay the costs of valuation in equal shares.

4.17.4 In the case of each review of rent pursuant to this clause 4.17 the stipulations herein contained relating to the time, method and manner of payment of rental set forth in Item 7 of the Reference Schedule shall (with necessary changes) apply to the annual rental so agreed or determined.

4.18 Acknowledgments in respect of assignment and subletting

The Tenant covenants agrees and acknowledges that:

4.18.1 the Landlord may require the person to whom it is proposed to assign transfer or sublet the Premises to enter into a direct covenant with the Landlord to observe the terms and conditions of this Lease and/or to furnish such guarantee or guarantees of the performance of such person's obligations under this Lease as the Landlord may require; and

4.18.2 that consent by the Landlord in pursuance of the foregoing

provisions or acceptance of rent by the Landlord from an assignee sublessee or licensee shall not be deemed to release the Tenant in any way from its covenants herein contained.

4.18.3 despite any provision in this Lease to the contrary it is expressly covenanted and agreed by the Landlord and the Tenant that the Tenant has the right subject to the consent of the Landlord to transfer, assign, sublet or part with possession of the Premises and that the Landlord shall not unreasonably withhold its consent to any transfer or assignment of this Lease or any subletting or parting with possession of the Premises pursuant to clause 2.3(a) or clause 2.3(b) of this Lease or make any charge for giving such consent other than the Landlord's reasonable incidental expenses; and

4.18.4 the parties hereby expressly covenant and agree that any provision of this Lease relating to the assignment or subletting of the Premises is made subject to the provisions of Retail Leases Act 2003 (Vic) (if that Act applies to this Lease).

4.19 Breach of use of Premises

The Tenant covenants and agrees with the Landlord in addition to and not in substitution for and without prejudice to the powers rights and remedies of the Landlord as set out in clause 4.1 hereof and if at any time during the Term the Tenant is knowingly or intentionally in breach of any of the covenants contained on the part of the Tenant to be performed or observed in clause 2.1 hereof without the prior written consent of the Landlord then the Tenant shall pay to the Landlord the sum calculated on a daily basis of the amount equivalent to the then current rental otherwise payable under the terms of this Lease (in addition to all other amounts payable hereunder including rental) by way of liquidated damages and compensation to the Landlord for every day that the breach subsists and until remedied to the Landlord's reasonable satisfaction.

4.20 Severance of invalid provisions

All stipulations contained in this Lease shall be so construed as not to infringe the provisions of any Act whether State or Federal but if any such stipulation on its true interpretation does infringe any such provisions the same shall to the extent of that infringement be deemed to be void and severable.

4.21 Access to Common Areas

The Tenant together with its employees, agents, invitees, sub-lessees and licensees shall be entitled during the Term in common with the Landlord and

other Tenants of the Building and all other persons authorised from time to time by the Landlord to reasonable access, ingress and egress to and from the Premises on foot only over, across and along the Common Areas subject always to the reasonable directions of the Landlord and any rules and regulations made pursuant to the terms of this Lease.

4.22 Reservations

The Landlord reserves to the Landlord and its servants and licensees and to all other persons granted such similar rights whether before or after the date of this Lease the free and uninterrupted passage of gas, air, water and electricity through and along the pipes, ducts, wires and drains which now are and may at any time hereafter be on or under or passing through the Premises with power for the Landlord, its servants and workmen and other persons authorised by it at all reasonable times upon giving reasonable notice thereof to the Tenant to enter into and upon the Premises for the purpose of inspecting or installing, repairing, cleansing, replacing or altering the said pipes, ducts, wires and drains and also for the purpose of painting or inspecting or repairing the exterior walls and the roof of the Premises and of the Building as well as for any other purpose hereinafter specified provided that in the exercise of any such rights and powers there shall be occasioned to the Tenant as little disturbance and damage as is practicable and that all such inspections and works shall be carried out without undue delay and that the Landlord shall restore and make good any damage to the fixtures and fittings of the Tenant and to the Premises.

4.23 Landlord as Tenant's attorney

That on the happening of any event whereby the Landlord may become entitled to re-enter and take the possession of the Premises or to determine this Lease after necessary compliance with any relevant statutory provisions as to the exercise of rights of forfeiture (of which the statutory declaration of an officer of the Landlord shall be conclusive evidence for the purpose of the Registrar-General) the Tenant irrevocably appoints the Landlord and each of the directors for the time being of the Landlord severally as the attorney of the Tenant in the Tenant's name and as the Tenant's act and deed from time to time if and when such attorney shall think fit for the purpose of giving full effect to the power of re-entry to execute a surrender of this Lease and to procure the registration thereof 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 any law or usage for the time being in force in Victoria.

4.24 Landlord may remedy default

That if the Tenant shall fail or neglect to perform any obligation or to

observe any provision to be performed or observed by the Tenant under this Lease which continues for 7 days after the Landlord shall have given to the Tenant notice in writing requiring the Tenant to perform such obligation or to observe such provision then the Landlord may but without being bound so to do and without prejudice to any other right or remedy the Landlord may have to perform that obligation or observe that provision and all costs and expenses including overtime charges fines levies and penalties due to such default or incurred by the Landlord in remedying the same shall be paid by the Tenant to the Landlord on demand.

4.25 Managing agent

4.25.1 The Landlord may from time to time appoint a managing agent to manage the Building and to represent the Landlord in all matters relating to this Lease except insofar as the Landlord shall otherwise in writing direct.

4.25.2 Any communication from the Landlord to the Tenant shall to the extent of any inconsistency supersede any communication from the managing agent.

4.26 Common Areas

The Common Areas shall at all times be subject to the control of the Landlord which hereby reserves unto itself the right from time to time:

4.26.1 construct maintain and operate lighting facilities;

4.26.2 change the area level location and arrangements of parking areas and facilities and construct parking facilities on any part of the Land;

4.26.3 restrict parking by Tenants their agents and employees in parking areas;

4.26.4 close all or any portion of the Common Areas to such extent as may in the Landlord's opinion be legally sufficient to prevent a dedication thereof or the accrual of any rights to any person or the public therein;

4.26.5 close temporarily all or any portion of the Common Areas or facilities for the purpose of repairs or like purposes;

4.26.6 do whatever the Landlord considers desirable with a view to the improvement of the convenience to and the use thereof by the occupiers of and the invitees and customers of the occupiers of the Building and/or the advertising and/or promotion of the Building provided that in carrying out such works the Landlord shall use its

best endeavours not to cause any undue inconvenience to the Tenant;

- 4.26.7 temporarily close off any part or parts of the Common Areas for the purpose of maintenance but so that in any such case or cases the closure shall be effected for no longer than is reasonably necessary for the purpose and in such manner and at such times as shall cause as little inconvenience to the trading of the Building as is reasonably practicable, and where any such temporary closure is effected the Landlord shall from time to time nominate and facilitate to the Tenant a specific route or routes for access of the Tenant to the Premises during such period or periods of closure.
- 4.26.8 construct or permit the construction of any buildings or works in any part or parts of the Common Areas or parking areas or roadways on the Land and to add to or permit to be added to and to vary and permit to be varied and to demolish or permit to be demolished any building or works on the Land (other than the Premises except as provided in clause 4.15) at any time and from time to time as the Landlord sees fit;
- 4.26.9 change the size location or nature of the Common Areas provided that the benefits to the Tenant of such areas under the terms of this Lease are not significantly diminished; and
- 4.26.10 to permit any person or organisation to hold any functions or exhibitions display any merchandise or organise any parade in the Common Areas or any part thereof for such purposes for such periods and upon such terms and conditions as the Landlord may in its absolute discretion think fit.

4.27 Resumption

If the Landlord receives notice of any proposed resumption or acquisition of the Premises by any Government (whether Federal State or Local) public statutory or other competent authority the Landlord shall be at liberty at any time thereafter to determine this Lease on giving not less than 60 days' prior notice in writing to the Tenant of its intention so to do.

4.28 No partnership

Nothing contained in this Lease shall be deemed or construed as creating a relationship of partnership or principal and agent or joint venture between the Landlord and the Tenant or any relationship other than as Landlord and Tenant.

4.29 Applicable law

The law of this Lease is the law of Victoria and the Commonwealth of Australia and the parties submit themselves to the jurisdiction of the Courts of Victoria and the Commonwealth of Australia for all proceedings arising from this Lease.

4.30 Entire agreement

The terms contained in this Lease expressly or by statutory implication cover and comprise the whole of the agreement between the Landlord and the Tenant who agree that no other terms whether in respect of the Premises or otherwise shall be deemed to be implied herein or to arise between them by way of collateral or other agreement by reason of any promise or representation given or made by either to the other prior to the execution hereof and the existence of any such implication or collateral or other agreement is hereby negated.

4.31 Airconditioning

Where any plant machinery or equipment for heating cooling or circulating air or controls or appliances relating thereto (herein called "airconditioning plant") is provided or installed in the Building or the Demised Premises by the Landlord:

4.31.1 the use operation and control of such airconditioning plant shall at all times be at the discretion of the Landlord but the Landlord shall use their reasonable endeavours to keep such plant in operation at all times between 8.30am and 6.00pm on Mondays to Fridays (both inclusive) other than public holidays provided always that should any of such plant be inoperative or fail to function or should the Landlord by reason of the need to repair or maintain or replace such plant or by reason of the operation of any statute regulation or notice issued by any competent authority be compelled to shut off or remove any such plant the Tenant shall not be entitled to terminate this Lease by that reason alone nor shall the Tenant have any right of action claim for compensation or damages or claim for abatement of rent against the Landlord in that respect; and

4.31.2 the Tenant will at all times comply with and observe the reasonable requirements of the Landlord in regard to such plant and will not at any time or in any way interfere with such plant or the operation thereof or do or permit to be done anything in relation to the use or ventilation of the Premises which might interfere with or impair the efficient operation of such plant in the Premises or the Building.

4.32 Lifts

4.32.1 That the Landlord shall use its reasonable endeavours to keep all lifts currently servicing the Building in good operating order during

the term and any extended or renewed term.

4.32.2 The Tenant shall have the right to effect a termination of this Lease:

- On the Landlord electing to shut down any one or more of the lifts, provided that the Tenant shall only be entitled to exercise that right in circumstances where the Tenant first has given notice in writing to the Landlord requiring the Landlord to make the lifts operate and/or otherwise to recommission the lifts within 5 days of the date of the notice, and the Landlord fails to do so.
- If any of the lifts are inoperative or fail to function due to any mechanical defect or breakdown, provided that the Tenant shall only be entitled to exercise that right in circumstances where the Tenant has given to the Landlord written notice requiring the Landlord to repair or maintain or replace and otherwise make operative the lift or lifts within a reasonable period from the date of the notice, and the Landlord fails to do so.

5 Conditions

This Lease is subject in all respects to:

5.1 Planning approval

the approval in writing (if required) of the Victorian Planning Commission pursuant to the Planning and Environment Act 1987 first had and obtained; and

5.2 Mortgagee/encumbrance consent

the consent or approval of any Mortgagee or Encumbrance of the land pursuant to such Mortgages and Encumbrances as are described in the panel entitled "Encumbrances" first had and obtained.

6 Relocation - Deleted

7. Car Parks

The Tenant shall have use during the term of this Lease of all car parks on the Land.

8. Minimum Term and Security of Tenure Excluded

8.1 The Tenant acknowledges that, if the Retail Leases Act 2003 (Vic) applies and the Term of this Lease is less than 5 years, then the Tenant must obtain a Section 21 waiver certificate pursuant to Section 21 of the Retail Leases

Act 2003 (Vic) from the Victorian Small Business Commissioner. .

9. Compensation Excluded

The Tenant will not be entitled to compensation for disturbance under the Retail Leases Act 2003 (Vic) or otherwise in respect of any occurrence if the likelihood of that occurrence was specifically drawn to the attention of the Tenant in the disclosure statement or in writing before the Tenant entered into this Lease.

10. Necessary Consents

It is hereby expressly agreed and declared between the parties hereto that insofar as any consent or approval may be required from any Governmental Local Government Municipal Semi-Government or planning authority to this Lease or the terms hereof this Lease is made expressly subject to the obtaining of any such consent or approval.

It is acknowledged by the parties that should the obtaining of any such consent or approval be overlooked for any reason whatsoever neither party may use any such lack of consent or approval to avoid the terms hereof until such time as either or both parties have had a reasonable opportunity of obtaining any such consent or approval as may be required.

11. Execution as a Deed

The Landlord, the Tenant and the Guarantor acknowledge and agree that this document is executed as a deed and will be deemed to be a deed.

IMPORTANT NOTICE

EXCLUSION OF WARRANTY OF FITNESS FOR PURPOSE

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

REFERENCE SCHEDULE

Item 1 – Premises – Refer Clause 1.15.

Item 2 – Not used.

Item 3 – Not used.

Item 4 – Lessor - Gnezdo Jajce Pty Ltd ACN 099 835 677

Item 5 – Lessee - Finsbury Green Pty Ltd ACN 007 743 151

Item 6 – Term of Lease - 11 years (with additional rights of renewal), commencing on 1 July 2013 and expiring on 30 June 2023.

Item 7 – Rent and Manner of Payment - The annual rental shall be the sum of Six Hundred Thousand Dollars (\$600,000.00) per annum plus GST (subject to clause 4.17 of the Lease).

Item 8 – Not used.

Item 9 – Not used.

Item 10 – Interest Rate – Interest at a rate equal to two percent (2%) greater than the rate charged by the Landlord's bank on overdraft facilities on amounts no greater than the annual rent payable pursuant to this Lease.

Item 11 – Land – The whole of the land in Certificate of Title Register Book Volume 11311 Folio 664.

Item 12 – Permitted Use – Office and Manufacturing.

Item 13 – Public Risk Amount - \$20,000,000.00.

Item 14 – Review Date – 1 July.

Item 15 – CPI Review Years – 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022.

Item 16 – CPI Review Years Following First Renewal – 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032.

Item 17 – CPI Review Years Following Second Renewal – 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042.

Item 18 – Market Review Years – 2023, 2033

APPENDIX (CLAUSE 2.19)

RULES AND REGULATIONS OF THE BUILDING

1. The outside of the Premises the entrance halls passages and stairways of the Building shall be under the absolute control of the Landlord and shall not be obstructed by the Tenant or its employees agents clients invitees customers or used by them for other purposes except ingress and egress to and from the Premises.
2. No sign device fitting furnishing ornament or object which is visible from the street or from any other building which is in the opinion of the Landlord incongruous or unsightly or may detract from the general appearance of the Building shall be erected constructed or maintained by the Tenant.
3. No sign fascia placard bill advertisement or notice or other notification shall be inscribed painted or affixed on any part of the outside of the Premises except with the consent in writing of the Landlord and the only of such colour size and style and containing such matter and in such places as shall be first approved of in writing by the Landlord.
4. Deleted.
5. No articles of clothing, towels or other similar articles shall be hung out of the windows or upon the roof of the Building or outside of the Premises without the Landlord's approval.
6. The Tenant shall not bring or permit any person to bring or leave in the covered malls, walkways or access ways of the Building or any part thereof any bicycle or similar machine or play any musical instrument in or about the Premises without the written consent of the Landlord or its agent.
7. The Landlord shall in no way be responsible to the Tenant or their employees agents clients invitees or customers for any loss of property from the Premises howsoever occurring or any damage done to the furniture or other effects of any lessee.
8. The Tenant shall advise the Landlord and its agents for the time being of the private address and telephone number of the Tenant or if the Tenant shall be a Company of the address thereof or if there shall be more than one Tenant of each of them. The Landlord and its agent shall be promptly informed of any change in such address or telephone number.
9. The Tenant shall at its own expense replace all electric light bulbs tubes and globes within the Premises which may become damaged broken or fail to light.
10. All doors and windows of the Premises shall be securely fastened on all occasions

when the Premises are left unoccupied and the Landlord reserves the right for its agent employees servants and workmen to enter and fasten the same if not left securely fastened.

11. The Tenant shall take such steps as may be necessary to prevent excess infiltration of air into the Premises and leakages and shall not do any act or thing whereby the working of any air conditioning in the Building shall be adversely affected where applicable.
12. Without affecting any obligation set out in the Lease the Tenant shall keep the Premises free of all garbage and refuse and remove all of such garbage to the disposal area designated by the Landlord or its agent.
13. No goods articles or items or any kind shall be left in the Common Areas entrances halls passages and stairways of the Building.
14. The Tenant shall not hand over or allow their servants or employees to hand over any keys of toilets reserved for tenants of the Building and their staff to members of the public.
15. The loading bays pertaining to the Building shall not be used to store the Tenant's goods.
16. Vehicles using the loading bays shall not park within the said loading bays save and except when loading or unloading goods and the Tenant shall comply with all requirements of the Landlord in relation to the Tenant's, (its servants agents or invitees) use of the loading bays.
17. The Tenant shall not throw or permit to be thrown or to be dropped or to fall any article or substance whatsoever from or out of the Premises or the Common Areas or any part thereof and shall not place upon any sill ledge or other like part of the Premises or the Common Areas any article or substance.
18. The Tenant will keep clean and free from dirt and rubbish such parts of the Common Areas or any public footpath or access way as immediately adjoin the Premises.
19. No rubbish or waste shall at any time be burned upon the Premises or the Common Areas or any part thereof.
20. No window blinds screens or awnings shall be erected without the approval of the Landlord.
21. The Tenant shall not use any method of lighting cooling or heating other than as prescribed and fixed by the Landlord and under special agreement made with the Landlord for that purpose.
22. The Landlord will provide keys for locks on doors or other openings of the Premises and the Tenant will return to the Landlord on the determination of the Lease all such

keys whether the same have been supplied by the Landlord or otherwise acquired by the Tenant and shall not permit the same at any time to come into the possession of any person other than the Tenant. The Tenant shall not alter the combination of any locks of the Premises except with the written consent of the Landlord and upon any authorised alteration being made the Tenant shall at its own cost immediately give a copy of the key for any altered lock to the Landlord.

23. The Tenant shall not conduct or permit to be conducted on the Premises any auction bankruptcy or fire sale.
24. The Tenant shall not use or permit to be used the Common Areas or any parking area or any part thereof for any business or commercial purpose or the display or advertisement of any goods or services nor generally for any purpose other than a purpose for which the same was intended or provided. Without limiting the generality hereof the Tenant shall not without the prior consent in writing of the Landlord solicit business in the Common Areas whether by distribution of handbills, other advertising material, the use of public address systems and/or loudhailers or otherwise.
25. No nails, screws or hooks shall be driven into any parts of the Building or the partitions therein without the Landlord's prior written consent nor shall any explosive power driven method of fixing articles to ceilings, walls or floors be used.
26. Should the Tenant with such consent use the Premises at times other than during normal business hours the Landlord may make an apportionment of the expenses charges and outgoings in respect of air conditioning and maintenance payment for overtime and for additional staff if in the opinion of the Landlord the same are required for the security of the Building or otherwise and cleaning of the Common Areas and of such other expenses as are directly affected by the extra hours during which access to the said Building and use of the Premises by the Tenant are involved and such amount thereof as the Landlord may consider to be referable to such extra access and use by the Tenant during hours other than the normal hours may be charged to the account of the Tenant and notified to the Tenant in addition to the amount of the Tenant's rent and be payable by the Tenant and be recoverable by the Landlord as if the same were over due rent hereunder.
27. The Landlord shall be entitled to close lock-off or otherwise control the Common Areas of any part thereof from time to time and in particular on public holidays and outside normal business hours and may take all such actions as it deems necessary to prevent and prohibit unauthorised persons from entering the Common Areas and should the Landlord so require the Tenant shall do all acts matters and things necessary to remove from the Common Areas adjacent to or in the vicinity of the Premises any invitees or customers of the Tenant or other persons who are loitering or who are acting in such a manner as may be or be likely to become illegal or a nuisance or annoyance to or in any way interfere with the use and enjoyment of the Building by other persons.
28. The Tenant shall procure that its employees servants and agents park their motor


vehicles or other means of conveyance on such parts of the parking areas (being part of the Common Areas) as the Landlord may from time to time in its absolute discretion direct.

29. The Tenant agrees:

- (a) that the Tenant will not at any time smoke any tobacco in the Common Areas or in any part thereof;
- (b) to cause and procure all of the Tenant's employees to refrain at all times from smoking any tobacco in the Common Areas or in any part thereof;
- (c) to use its best reasonable endeavours to encourage the Tenant's customers to refrain at all times from smoking tobacco in the Common Areas or in any part thereof.

Executed as a deed

Signed for Gneздо Jajce Pty Ltd ACN 099
835 677 in accordance with section 127(1) of
the *Corporations Act 2001*:



Signature of Director



Signature of Director/Secretary

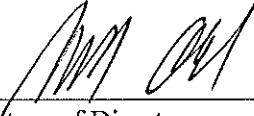
MARK ORZEL

Name of Director
(Block Letters)

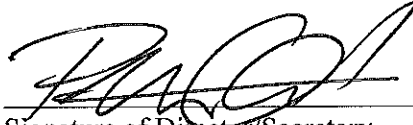
PETER ORZEL

Name of Director/Secretary
(Block Letters)

Executed by Finbury Green Pty Ltd ACN
007 743 151 in accordance with section 127(1)
of the *Corporations Act 2001*:



Signature of Director



Signature of Director/Secretary

MARK ORZEL

Name of Director
(Block Letters)

PETER ORZEL

Name of Director/Secretary
(Block Letters)