

have been exercised) at a rental to be determined in accordance with Clause 1(b) hereof.

- n) The Lessee agrees not to make any claim against the Lessor for any injuries suffered by the Lessee occasioned on the Leased Premises and will abandon any claim which might arise against the Lessor by the Lessee by virtue of the provisions of the Occupier's Liability Act 1985.

5. NOTICES:

- a) Any notice or demand required to be served given or made hereunder by any of the parties may be given by that party or his Solicitor.
- b) In addition to the methods of service provided for in Section 135 of The Property Law Act any notice or demand required to be served given or made hereunder shall be sufficiently served if left on the premises of the party to be served or sent by prepaid Registered Mail addressed to that party at his address appearing herein.
- c) Any notice sent by Registered Mail shall be deemed to have been received within forty-eight (48) hours after the same shall have been posted notwithstanding actual non-receipt and in proving service it shall be sufficient proof that the envelope containing the notice was properly addressed stamped and posted by Registered Mail.

6. INTERPRETATION AND DEFINITIONS:

In this Agreement unless the context otherwise requires:-

- a) The expression :-
- i. "The Lessee" shall mean and include the Lessee and each person who is a Lessee and his and their and each of their personal representatives and transferees and in the case where the Lessee is a corporation or corporations shall mean and include the Lessee and each corporation which is a Lessee and its and their and each of their successors and Transferees;
 - ii. "The Lessor" shall mean and include the Lessor and each person who is a Lessor and his and their and each of their personal representatives and transferees and in the case where the Lessor is a corporation or corporations shall mean and include the Lessor and each corporation which is a Lessor and its and their and each of their successors and transferees.

- b) The singular number includes the plural number and the masculine gender includes the feminine and neuter genders and vice versa.
- c) An undertaking by more than one person shall be deemed to be made by those persons jointly and each of them severally.

7. CAPTIONS:

The captions headings section numbers and clause numbers in this lease are inserted only as a matter of convenience and in no way define limit construe or describe the scope or intent of the sections or clauses of this lease nor in any way affect this lease.

8. SPECIAL CLAUSES:

The Special Clauses set out in Item 10 of the Schedule hereto shall be deemed to be incorporated in this Lease.

9. GOODS AND SERVICES TAX

In this Clause:-

- (a) "GST" means the goods and services tax as provided for by the GST Law.
- (b) "GST Law" means the A New Tax System (Goods and Services Tax) Act 1999 as amended or replaced from time to time and any associated legislation including without limitation delegated legislation.
- (c) "rate of GST" means 10% or such other rate of GST as is payable by the Vendor under the GST law.
- (d) Any expression used that is defined in the GST law has that defined meaning
- (e) GST means a tax levied on the value of a good or service or property supplied, including but not limited to the value of:
 - (i.) Lease Payments
 - (ii.) Future Lease payments pursuant to the exercise of an option to renew this Lease;
 - (iii.) Outgoings;
 - (iv.) Interest and damages for default.

Supply means a goods or services or property supplied under this Lease, including but not limited to :

- (i.) Lease payments
 - (ii.) Future Lease payments pursuant to the exercise of an option to renew this Lease;
 - (iii.) Outgoings;
 - (iv.) Interest and damages for default.
- (f) The Lessee must pay to the Lessor the amount of any GST at the rate of GST applicable the Lessor pays or is liable to pay on a Supply.
- (g) The Lessee must pay to the Lessor the amount of the GST that the Lessor is liable to pay:
- (i.) at the same time; and
 - (ii.) in the same manner, as the Lessor is obliged to pay for that Supply, including in relation to:
 - (iii.) all Lease payments for this Lease and any renewals of this Lease, and
 - (iv.) all out goings.
- (h) The Lease rental payments for each Supply under this Lease do not include GST on that Supply and the Lessee must pay the amount of GST in addition to the Lease rental payment for that Supply under this Lease.
- (i) Where a supply is not separately supplied to the Lessee, the liability of the Lessee for any amount for GST in relation to that supply shall be determined on the same basis as the liability of the Lessor for payment for that Supply is determined.

A written statement given to the Lessee by the Lessor as to the amount of the GST that the Lessor pays or is liable to pay is conclusive as between the parties except in the case of an obvious error.

10. GUARANTEE

- (a) In consideration of the Lessor entering into this lease at the request of the Guarantor (which request is testified by the Guarantor's execution of this lease) the Guarantor:
- (i.) GUARANTEES payment to the Lessor on demand of the whole of all Rent costs and other moneys which from time to time may become payable by the Lessee to the Lessor under this lease ("the Secured Moneys") and the performance and observance by the Lessee of all of the terms covenants and conditions of this lease ("the Secured Obligations"); AND
 - (ii.) as an independent liability INDEMNIFIES AND AGREES TO KEEP INDEMNIFIED the Lessor against any loss, damage, action, demand, expense, claim or obligation which the Lessor has or may suffer or incur by reason of or in any way consequent on, arising out of or incidental to the non-payment of the Secured Moneys or the non-

performance or non-observance of the Secured Obligations. This indemnity will not be limited or affected in any way whatever by the fact that the Secured Moneys or the Secured Obligations cannot be or could never be recovered from or enforced against the Lessee for any reason.

- (b) This guarantee and indemnity is a continuing security and will not be wholly or partially discharged (even on payment of all of the Secured Moneys that are presently owing) as long as any of the Secured Moneys are owing or payable, are contingently owing or payable or may in the Lessor's reasonable opinion become owing or payable or as long as any of the Secured Obligations have not been performed the Guarantor will have no right to discontinue this guarantee and indemnity.
- (c) Neither the Guarantor's liability nor the Lessor's rights under this guarantee and indemnity or otherwise will be prejudiced or discharged by any act or omission or the incapacity of any person or any event, circumstance or securities of any description which might otherwise have the effect (whether at law in equity or under statute) of prejudicing, affecting or discharging the liability of the Guarantor under this clause either as a guarantor or principal debtor or as an indemnifier AND without limiting the generality of this, the Guarantor's liability and the Lessor's rights will not be prejudiced, affected or discharged in any of the following events or circumstances:
- (i.) by the granting of any time, credit or any indulgence or concession to or composition with or release or discharge by novation of the Lessee or any Guarantor or any other person whatever by the Lessor;
 - (ii.) by any variation whatever of the terms governing the Secured Moneys or the Secured Obligations;
 - (iii.) by any release, failure or agreement not to sue, variation, exchange, renewal or modification made or any other dealing, act or omission whether constituting a waiver, election, estoppel or otherwise by the Lessor with respect to any person or with respect to any judgment, order for payment of moneys, speciality, instrument (negotiable or otherwise) or other security whatever held, recovered or enforceable by the Lessor or any obligation or liability whatever in respect of all or any of the Secured Moneys or any or all of the Secured Obligations;

AND each of the above circumstances will be construed separately and independently so as not to limit the meaning of any other listed circumstance.


IN WITNESS whereof the parties hereto have hereunto set their hands the day and year first hereinbefore written.

THE SCHEDULE**Item 1 - The Land:**

Lot 1 on Diagram 7638 and being the whole of the land in Certificate of Title Volume 1118 Folio 484

Item 2 - The Leased Premises:

Portion of Lot 1 on diagram 7638 shown ^{hatched} on the plan attached hereto ~~and edged in blue~~ comprising an area of approximately 391.1 square metres and as contained in and being the balance of the land in Certificate of Title Volume 1118 Folio 484 after excluding the ^{non hatched} area ~~edged in red~~ on the said plan, but reserving to the Lessor and the other lessees of any other part of the Land:

- 
- i. the right of the lessee of the ^{non hatched} area ~~edged in red~~ on the said plan marked 'Northam Physio' and their clients patients servants agents workmen guests and invitees to use for access purposes only in common with the Lessee and their customers, workmen and invitees over the area marked "Car Park Entry" on the said Plan.
 - ii. The right to use the area marked "Toilets" on the said Plan for the Lessees of the area marked 'Northam Physio' their clients patients servants agents workmen guests and invitees in common with the Lessee and their customers, workmen and invitees

The property herein leased is known as 124 Fitzgerald Street, Northam

Item 3 - Place of Payment of Rent:

The Account of the Lessor at their Bank and details of which have been supplied to the Lessee.

Item 4 - Outgoings Payable by Lessor:

All Outgoings not payable by the Lessee pursuant to this lease.

Item 5 - Use of Premises:

Pharmacy and Health Related Matters

Item 6 - Insurance by Lessee:

- i. Any claims arising under the *Occupier's Liability Act 1985*.
- ii. Public Liability insurance to cover individual claims of not less than ten million dollars (\$10,000,000.00).
- iii. Plate glass insurance

Item 7 - Insurance by Lessor:

Building Insurance to be to its full insurable value against fire, storm, earthquake and tempest.

Item 8 - Option to Renew:

Two terms only of five (5) years each being for the period 11th day of March 2020 to 10th day of March 2025 and the 11th day of March 2025 to the 10th day of March 2030, respectively.

Item 9 - Rent Review:

- a) The rental shall be reviewed on the 10th day of March 2013 and on the 10th day of March 2016 and on the 10th day of March 2019 during the term of this lease and every three years of any extension thereof with the first such date being 10th day of March 2022 (which date each year is herein called "the review date").
- b) The annual rent shall be reviewed on the review date to determine the amount of annual rent to be paid by the Lessee from each of such dates for the next succeeding three year period until the next review date.
- c) As per each rent review date the annual rental shall increase in the same proportion as the Consumer Price Index (All Groups) for Perth Western Australia for the quarter ended the month of September immediately prior to the date fixed for review shall have increased above the same index for the quarter ended in the month of September prior to the previous review date except for the purposes of the first review date hereunder on the 10th March 2013 the increase in CPI shall be taken as from the month of December 2009.
- d) The Lessor shall give written notice of the reviewed rent to the Lessee within one (1) month before or after the date from which the reviewed rent is to be paid and that reviewed rent set out in the notice shall be due and payable by the Lessee in the manner provided in this lease as from the date from which the reviewed rent is to be paid and in all other respects the Leased Premises shall continue to be held by the Lessee on the same covenants and conditions as are contained in this lease.
- e) In the event that the Consumer Price Index (All Groups) for Perth is discontinued or altered then the Lessor shall seek to preserve the continuity of the calculations by substituting the most similar index available and making the appropriate mathematical adjustments to make the new or altered index number correspond in reference base to the index numbers at the Review Date.
- f) In the event of a dispute between the Lessor and Lessee as to the amount payable following a rent review a valuer shall be appointed on request in writing by either

the Lessor or Lessee by the President of the Institute of Valuers in Western Australia to determine and calculate the increase in annual rent payment pursuant to these provisions and such determination shall be deemed a determination by an expert and be binding on both parties. Both parties shall contribute to the costs of such determination equally.

Item 10 Special Provisions:

A. Chattels

The Chattels that belong to the Lessor and which the Lessee leases hereunder as part of the Leased Premises are:-

- (i.) Alarm system which the Lessee will at its expense maintain in working order and reprogram at the commencement of the Lease.

B. OUTGOINGS

The Lessor and Lessee agree that the payment of outgoings by the Lessee will be by equal calendar monthly instalments paid with the rent and termed Variable Outgoings items in accordance with the statement forwarded by the Lessor which may be estimated on an annual basis which shall be adjusted at the expiration of the first year ending 10th day of March 2011 and each year thereafter.

C. FIRST RIGHT OF REFUSAL

Provided that the Lessee is not in default and has not failed to comply with the requirements of a written notice of demand as at the date the Lessor gives written notice to the Lessee, the Lessor will not sell the whole or any part of the land in Item 1 of the Schedule hereto (herein called the Land) until they shall first have offered to sell the same to the Lessee. Such offer shall be made by notice in writing sent by registered post to the Lessee stating the price and the terms on which the Lessor wishes to sell the Land. Upon receipt of such notice the Lessee shall accept or reject such offer in writing within thirty (30) days of the date thereof. In the event of such offer being rejected (or the Lessee not replying thereto which shall be deemed as a rejection) the Lessor shall be entitled to sell the Land at any price equal to or greater than that specified in the notice on such terms as they shall think fit to such persons as they see fit PROVIDED HOWEVER that the Land shall not be sold at a lower price nor on more favourable terms than those contained in the notice unless the Lessor has first re-offered such Land to the Lessee at such reduced price or upon such amended terms. If the Lessor has received an offer to purchase the Land, the Lessor will provide a true copy of the offer to the Lessee.

D. CONSENT

The Lessor consents to the Lessee subletting the Leased Premises to Sharon Monique De Longville who will be the registered owner of the business being operated from the Leased Premises.

E. AIR CONDITIONING

The Lessee's obligation to pay for the maintenance of the air conditioning system under clause 1(d), will be limited to servicing costs and costs of minor replacement parts to the extent that they form part of the servicing of the system. The Lessor will promptly carry out and pay for all major replacement parts or total replacement of the air conditioning system or equipment where reasonably necessary, to ensure that the Leased Premises remain adequately air conditioned during the term of this lease or any extension thereof.

F. LESSOR'S WORKS

The Lessor will at their cost install a new sensor for the alarm at the rear door and will install a new lock.

Signed by KERRY ALAN BRADSHAW)
in the presence of:

Kerry Alan Bradshaw

Witness: *J. De Longville*
JUDY DE LONGVILLE

Address: 12 HIRO PL PALMYRA.

Occupation: Retired.

Signed by JANET PATRICIA)
BRADSHAW in the presence of:

J. Bradshaw

Witness: *J. De Longville*
JUDY DE LONGVILLE

Address: 12 HIRO PL PALMYRA.

Occupation: Retired.

EXECUTED by SHANEIL HOLDINGS PTY LTD (ACN 050 543 078) in
accordance with section 127 of the Corporations Act

[Signature]

Signature of Director

S. DeLongville

Signature of Director/Secretary

Kimberley O'Brien

Print name of Director

Sharon DeLongville

Print name of Director/Secretary

Signed by SHARON MONIQUE)
DE LONGVILLE in the presence of:

S. DeLongville

Witness: *[Signature]*

DAVID DE LONGVILLE

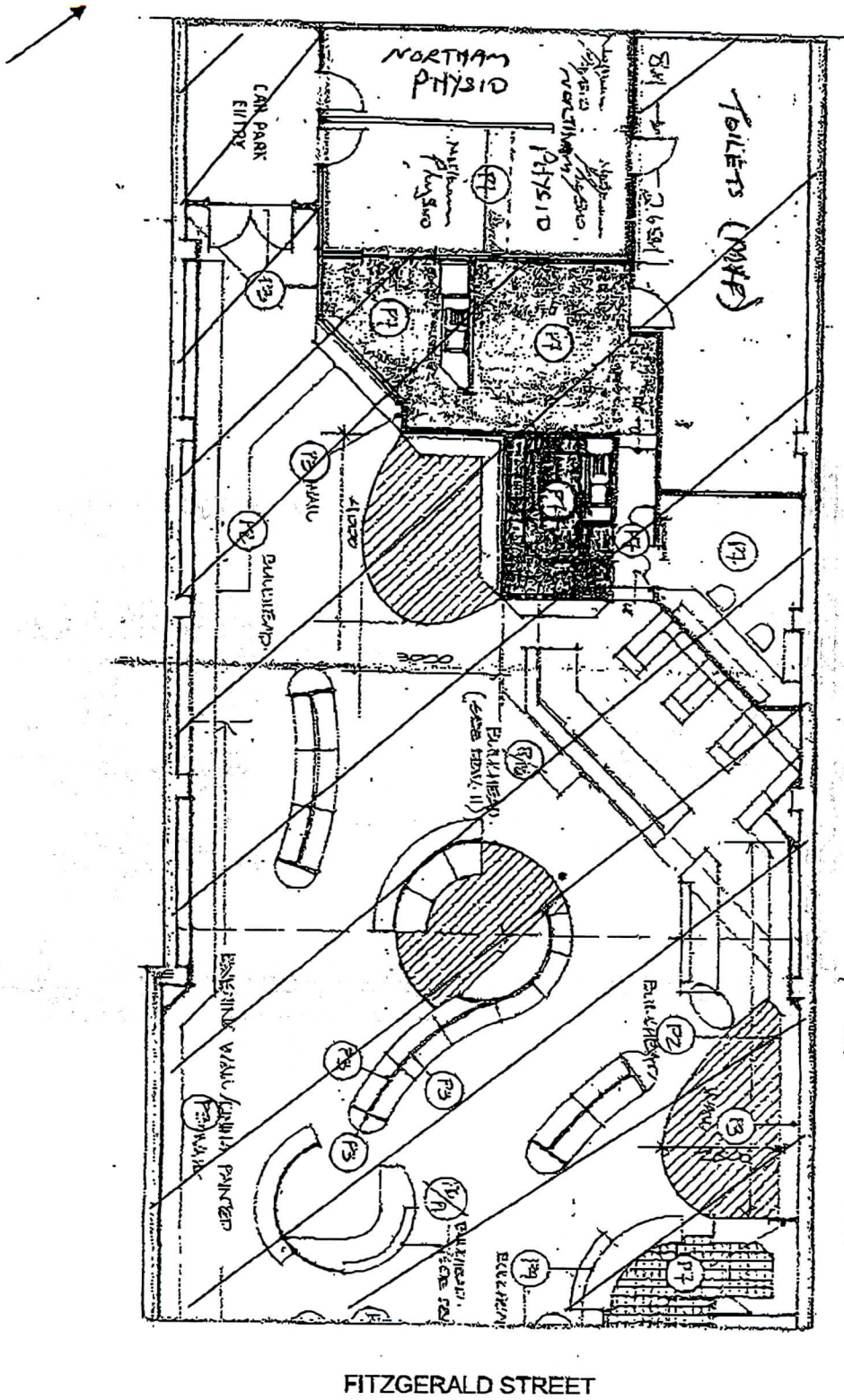
Address: 57 Cold Harbour Rd York WA 6302

Occupation: Retired

THE PLAN

HEATON AVENUE
Car Park Area

North

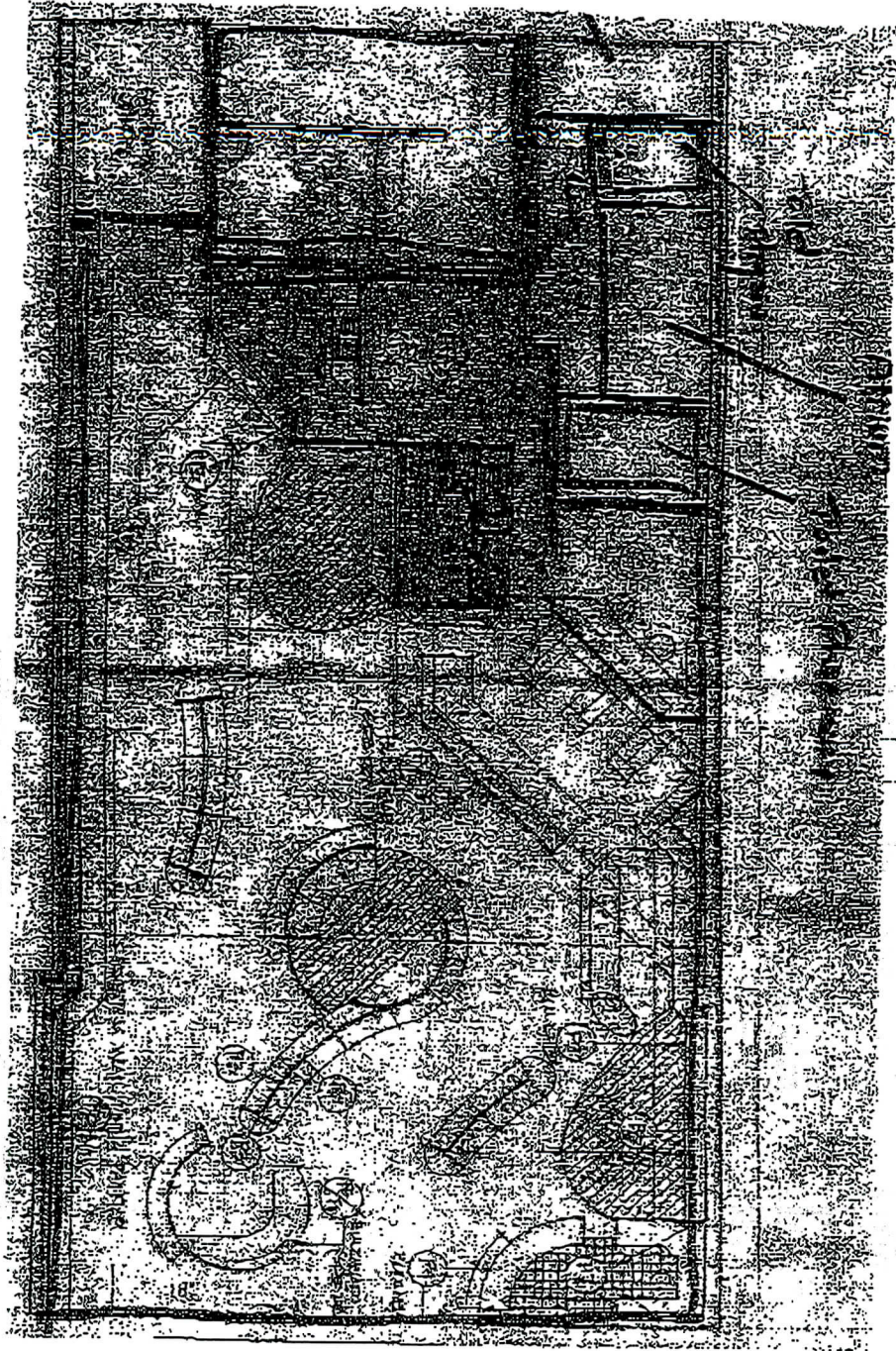


FITZGERALD STREET



22*339.DOC 1

THE PLAN

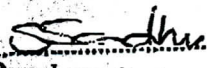



WESTPAC BANKING CORPORATION ("the Bank") as Mortgagee under Mortgage Registration Number K154796 ("Mortgage") HEREBY CONSENTS AND AGREES to the within Lease ("Lease") and acknowledges that subject to the Lessee and all parties thereto other than the Lessor duly observing and performing the covenants and agreements on their parts respectively contained in the Lease and in any security taken in support of those covenants and agreements, the Bank will only exercise its rights and remedies under the Mortgage subject to the Lease and the Lessee's rights thereunder BUT SAVE AS AFORESAID without prejudice to and reserving to the Bank all its rights and remedies against the land ("Land") comprised in the Mortgage and also subject to the condition that the Bank (whether or not it has entered into possession of the Land) shall in no way be bound to perform and shall not incur any liability in respect of the covenants and agreements expressed or implied in the Lease and on the part of the Lessor to be observed and performed and that the Lessee shall obtain the consent or approval of the Bank or its assigns in addition to that of the Lessor in all cases where under the Lease the consent or approval of the Lessor is required.

DATED the 22nd day of April 2010

I certify that the Attorney for the mortgagee with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

SIGNED by MARGARET HANCOCK, as attorney for Westpac Banking Corporation under power of attorney Registered No. H663334.

Signature of Witness: 
 Name of Witness: Sundeep Sangru
 Address of Witness: 360 Collins Street, Melbourne


 (Signature) Tier Three Attorney
 By executing this instrument the attorney states that the attorney has received no notice of the revocation of the power of attorney.