

**KERRY ALAN BRADSHAW  
JANET PATRICIA BRADSHAW**

**("Lessor")**

**-AND-**

**SHANEIL HOLDINGS PTY LTD  
as trustee for the Sharon De Longville Family Trust**

**("Lessee")**

**-AND-**

**SHARON MONIQUE DE LONGVILLE**

**("Guarantor")**

**LEASE AGREEMENT  
124 FITZGERALD STREET, NORTHAM**

**MAYBERRY, HAMMOND & CO.  
SOLICITORS  
85 FITZGERALD STREET  
NORTHAM WA. 6401**

**TELEPHONE: (08) 9622 5755  
(RRW:NP:33972)**

THIS LEASE is made the

18<sup>th</sup>

day of

February

2010

**BETWEEN:**

**KERRY ALAN BRADSHAW** and **JANET PATRICIA BRADSHAW** both of 29 Forrest Street, North Beach in the State of Western Australia (herein together called "the Lessor"); and

**SHANEIL HOLDINGS PTY LTD** (ACN 050 543 078) as trustee for the Sharon De Longville Family Trust of 52 Stoneham Road, Attadale in the said State (herein called "the Lessee"); and

**SHARON MONIQUE DE LONGVILLE** of 52 Stoneham Road, Attadale in the said State (herein called "the Guarantor").

WHEREBY the Lessor is the owner of land (hereinafter called "the Land") more particularly described in Item 1 of the Schedule and agrees to lease to the Lessee at the request of the Guarantor the premises hereinafter described at the rentals hereinafter reserved and upon and subject to the terms, covenants and conditions hereinafter contained.

**NOW THIS DEED WITNESSETH:**

**1. DEMISE, TERM AND RENT:**

The Lessor agrees to grant a lease and the Lessee agrees to take a lease of ALL THOSE premises more particularly described in Item 2 of the Schedule hereto (hereinafter called "the Leased Premises") together with the Lessor's fixtures and fittings to be held by the Lessee for the term of ten (10) years commencing on 11<sup>th</sup> day of March 2010 and terminating on 10<sup>th</sup> day of March 2020 and paying therefore during the said term:

- a) For the first three years of the said term the sum of FIFTY TWO THOUSAND DOLLARS (\$52,000.00) per annum payable by equal calendar monthly payments of FOUR THOUSAND THREE HUNDRED THIRTY THREE DOLLARS AND THIRTY FOUR CENTS (\$4,333.34) in advance with the first such payment due and payable on 11<sup>th</sup> March 2010 and thereafter on first day of each month. The Lessee shall pay GST as hereinafter provided in addition to the said rental payments.
- b) For each subsequent three year period of the said term and any extension thereof such yearly rent in accordance with Item 9 of the Schedule hereto

2. **LESSEE'S COVENANTS:**

The Lessee covenants with the Lessor as follows :-

- a) **Rent** - To duly and punctually pay the rent hereinbefore reserved without any deduction whatsoever.
- b) **Place of Payment of Rent** - To make all payments of rent at the place specified in Item 3 of the Schedule hereto or at such place as shall be appointed by the Lessor in writing from time to time.
- c) **Payment of Rates and Taxes** - To pay and discharge all taxes rates charges and other outgoings now or hereafter imposed payable or charged upon the Leased Premises or otherwise chargeable against or to the Lessor except as otherwise stated in Item 4 of the Schedule hereto. Land Tax shall be calculated on the basis that the land is the only land of which the Lessor is the owner within the meaning of the Land Tax Assessment Act 1976 and the proportion of such Rates and Taxes payable by the Lessee shall be 80% of the total.
- d) **Other Outgoings** - To duly and punctually pay and discharge all charges for sewerage, garbage and waste disposal gas electricity telephone and cleaning of the premises and windows toilet requisitions hot water system running repairs maintenance and repair of the grounds surrounding and (subject to Item 10E of the Schedule) maintenance air conditioning running repairs and maintenance other utilities and services including security costs fire services and the costs of common area lighting used in or charged against or in respect of the Leased Premises during the term of the Lease or any extension or renewal thereof including all meter installation costs telephone connection charges and rent.
- e) **Repairs** - To keep the Leased Premises in good and tenantable repair and condition (fair wear and tear, damage by fire, storm, tempest, earthquake, explosion excepted save where insurance monies shall have been rendered irrecoverable by some act omission or default on the part of the Lessee his servants agents and lawful visitors) and to keep the Leased Premises in safe condition so as to avoid any injury to any person occupying, entering, or being in or upon the said premises whereby the obligation of repair and maintenance shall extend to be in respect of the buildings but not of a structural nature. To maintain all shop fittings doors windows and air-conditioners in good order and repair at all times.
- f) **Alterations** - Not to during the said term except as hereinbefore provided make or permit to be made any alterations or additions whatsoever in or to the Leased Premises or any part thereof without first obtaining the written consent of the Lessor nor to make or in any way deface any part of the same PROVIDED ALWAYS that notwithstanding any consent given by the Lessor (unless at the time the consent is given the Lessor states in writing that such alterations or additions need not be reinstated) at the

expiration or sooner determination of this Lease the Lessee shall if so required by the Lessor at the Lessee's own expense reinstate the Leased Premises to their original or former state as at the commencement of this lease. The Lessee shall not affix any sign to the premises without the prior written consent of the Lessor and any relevant authorities and such Lessor's consent shall not be unreasonably withheld and the Lessee shall be responsible for:-

- (i.) Ensuring the erection of any sign has the prior approval of any relevant authorities.
  - (ii.) The removal of such signs at the expiration of the Lease period or prior to delivering up of possession of the premises and making good of any damage caused by removal.
  - (iii.) Maintain signs to a standard required by the Lessor and any relevant authorities.
- g) **Removal of Trade Fittings** - Unless the Lessor shall otherwise agree the Lessee will on the expiration of this lease remove and carry away from the Leased Premises all fixtures fittings plant machinery utensils shelving counters safes and other articles upon the Leased Premises in the nature of trade fixtures brought upon the Leased Premises by the Lessee and the Lessee shall make good to the satisfaction of the Lessor or his authorised agent any damage which the Lessee may occasion to the Leased Premises in such removal.
  - h) **Entry For Inspection** - To permit the Lessor or his agents at all reasonable times and upon giving not less than twenty four (24) hours written notice (except in the case of an emergency when immediate entry will be given) to enter into and upon the Leased Premises or any part thereof to examine the state of repair and condition thereof and upon the Lessor giving notice in writing to the Lessee of all defects and wants of repair there found the Lessee shall forthwith on receipt of such notice carry out such repairs as the Lessee shall be liable for in terms of this agreement.
  - i) **Repair of Electric Installations** - At all times to permit the Lessor and any servants agents and workmen of the Lessor to enter upon the Leased Premises or any part thereof with or without tools implements and materials and there make and effect any repairs restorations alterations and additions to any electric light water sewerage and other wires pipes and fittings relating to the building in which the Leased Premises are situated.
  - j) **Use of Leased Premises** - To use the Leased Premises throughout the said term or any extension or renewal thereof solely for the purpose of conducting the business the nature whereof is set forth in Item 5 of the Schedule hereto and shall keep the same open for that purpose during usual business hours as are generally applicable to a business of a comparable nature and shall at all times conduct the business in a reputable manner and

shall not permit or suffer the same to be used for any other purpose without the consent in writing of the Lessor first had and obtained.

- k) **Nuisance** - Not to carry on or do or suffer to be carried on or done in or upon the Leased Premises or any part thereof any noxious noisome obstructive or offensive art trade business occupation or calling nor anything in or upon the Leased Premises or any part thereof which is or may be unlawful or which may be or become a nuisance annoyance or damage to the owners and occupiers of any adjoining premises nor which shall constitute or be likely to constitute an infringement of any Act or regulation under any Act now or hereinafter in force having control over or affecting the Leased Premises or the said premises and will at all times comply with the requirements of every such Act and regulation.
- l) **Not to Use for Sleeping** - Not to use or permit the use of any portion of the Leased Premises for sleeping purposes or as sleeping apartments.
- m) **To Keep Clean** - To keep the Leased Premises and immediate surroundings in a thorough state of cleanness and store all garbage rubbish and refuse in a proper hygienic manner within the Leased Premises and to attend to expeditiously the disposal thereof and at the end or sooner determination of the said term completely clear to the satisfaction of the Lessor the Leased Premises of all rubbish and debris and will leave the same in a completely clean and tidy condition.
- n) **Rodents and Pests** - To keep the Leased Premises free of rodents vermin insects pests birds and animals and in the event of failing to do so will if so required by the Lessor but at the cost of the Lessee employ from time to time and periodically pest exterminators appointed by the Lessor for that purpose.
- o) **Dangerous Substances** - Not to keep or permit to be kept any materials of a dangerous or explosive nature or the keeping of which may contravene any statute or regulation or by-law or constitute a nuisance.
- p) **Compliance with Legislation and Notices** - To comply with and observe at his own expense all present and future legislation regulations by-laws or orders of any competent authority affecting the use or cleanliness of the Leased Premises by the Lessee and with all notices received either by the Lessor or the Lessee from any statutory or public authority including notices requiring the carrying out of any repairs alterations or works and will keep the Lessor indemnified in respect of such matters PROVIDED THAT the Lessee shall not be obliged to carry out any work of a structural nature except as may be required or necessary by reason of the nature of the Lessee's business or the Lessee's use of the Leased Premises and that in the event of any dispute arising as to whether any work is of a structural nature the question in dispute shall be determined by an architect nominated by the Lessor who shall act as an expert and not an arbitrator and whose fees shall be paid by the party against whom the decision is made. In default of such

compliance by the Lessee the Lessor may with workmen and others and with all necessary materials and appliances enter upon the Leased Premises and may do any act for the purpose of complying therewith and any expense incurred by the Lessor in so doing shall constitute a liquidated debt and be payable to the Lessor by the Lessee on demand.

- q) **Insurance** - To insure and keep insured at all times in the respective names of the Lessee and the Lessor and at the expense of the Lessee in the manner set out in Item 6 of the Schedule hereto the risks defined in the said Item 6 and if required by the Lessor forthwith produce to the Lessor a copy of any such policy of insurance so effected and current certificate of renewal in respect thereof.
- r) **Not to Sub-Let** - That the Lessee will not during the said term assign underlet mortgage or charge the Leased Premises or any part thereof without the consent in writing of the Lessor first had and obtained which consent shall not be unreasonably withheld PROVIDED THAT all rent and other monies payable under the terms of this Lease have been paid in full to the Lessor and there are no arrears outstanding and the assignment or sub-lease is to a reputable and responsible person proof of which facts shall be on the Lessee which consent shall be subject to the assignee or sublessee first entering into a Deed of Covenant at his expense with the Lessor in such form as the Lessor's Solicitors shall approve undertaking to abide by the provisions of this Lease and where the proposed assignee or sub-lessee is a corporation the Lessor may as a condition to his consent to such assignment or sub-lease require that such Deed of Covenant shall be guaranteed by the Directors and principal shareholders of such corporation. Any change in the principal shareholders altering the effective control of the Lessee (if a company) shall be deemed an assignment of this Lease and shall require the consent of the Lessor as aforesaid. IT IS HEREBY EXPRESSLY AGREED that Sections 80 and 82 of the Property Law Act 1969 shall not apply and are excluded from this Lease.
- s) **Notice to Re-Let** - At all times during the month immediately preceding the determination of this Lease to permit the Lessor or the agents of the Lessor to affix to any part of the Leased Premises a notice for re-letting the same and not to remove or damage or cause to be removed or damaged any such notice and during the same month to permit intending tenants and others with written authority from the Lessor or the agents of the Lessor at reasonable times of the day to view the Leased Premises.
- t) **Costs of Documents** - To pay the costs of and incidental to the instructions for and the preparation and execution of this agreement.

3. **THE LESSOR HEREBY COVENANTS WITH THE LESSEE AS FOLLOWS:**

- a) **Quiet Enjoyment** - That the Lessee paying the rent hereinbefore referred to and observing the covenants on the part of the Lessee herein contained shall during the said term quietly enjoy the use and occupation of the Leased Premises without interruption by the Lessor or any persons lawfully claiming under him.
- b) **Insurance** - The Lessor will insure and keep insured at all times the Leased Premises against such risks as set out in Item 7 of the Schedule hereto and shall pay all premiums raised thereon.
- c) **Outgoings** - the Lessor will pay and discharge all charges for outgoings included in item 4 of the Schedule hereto

4. **IT IS HEREBY AGREED and DECLARED by and between the Lessee and the Lessor:**

- a) **Right of Re-Entry** - If the rent hereby reserved or any part thereof or any other monies payable by the Lessee hereunder shall at any time be in arrear and unpaid for FOURTEEN (14) DAYS after service of a notice calling upon the Lessee to pay or if the Lessee shall at any time fail or neglect to perform or observe any of the other covenants conditions or agreements herein contained and on his part to be performed and observed and such default is continued for a period of FOURTEEN (14) DAYS after service of a notice calling upon the Lessee to remedy such breach or default or if the Lessee while the Leased Premises or any part remain vested in him being a company shall enter into liquidation whether compulsory or voluntary not being a voluntary liquidation for the purpose of amalgamation or reconstruction or enter into agreement or composition for the benefit of its creditors or not being a company shall become bankrupt or make any assignment of his estate for the benefit of creditors or any composition or arrangement with such creditors or if any execution either by writ or warrant or by appointment of a Receiver be levied on or against any property or assets of the Lessee then or in any such case it shall be lawful for the Lessor or any person or persons duly authorised by him to re-enter the Leased Premises or any part thereof in the name of the whole and to hold and enjoy peaceably the Leased Premises thenceforth as if these presents had not been made without prejudice to any right of action or remedy of the Lessor in respect of the breach or non-observance of any covenants or the provisions hereof by the Lessee. For the purposes of such re-entry the Lessor or the Lessor's appointed agent or servant shall have power to open by any means any door or fastening for the purpose of resuming possession of the Leased Premises and to expel and remove all persons furniture and other property therefrom (without being liable for any action for trespass, assault or other proceedings whatsoever for so doing).

**b) Essential Terms:**

- i. Each of the covenants of the Lessee which are specified in this paragraph are essential terms of this Lease:-
  - 1) The covenant to pay rent throughout the term at a date not later than 7 days after the due date for the payment of each instalment of rent after the same shall become due.
  - 2) The covenants to pay outgoings.
  - 3) Each and every covenant contained herein in circumstances which give rise to a right of re-entry as provided in Clause 4 (a) herein.
- ii. In respect of the Lessee's obligation to pay rent, the acceptance by the Lessor of arrears or of any late payment of rent or a sum in part payment thereof shall not constitute a waiver of the essentiality of the Lessee's obligation to pay rent in respect of those arrears or of the late payments or in respect of the Lessee's continuing obligation to pay rent during the lease term.
- iii. The Lessee covenants to compensate the Lessor in respect of any breach of an essential term of this lease and the Lessor is entitled to recover damages from the Lessee in respect of such breaches. The Lessor's entitlement under this clause is in addition to any other remedy or entitlement to which the Lessor is entitled (including to terminate this lease).

**c) Lessors Rights for Damages:**

- i. In the event that the Lessee's conduct (whether acts or omissions) constitutes a repudiation of the lease (or of the Lessee's obligations under the lease) or constitutes a breach of any lease covenants, the Lessee covenants to compensate the Lessor for the loss or damage suffered by reason of the repudiation or breach.
- ii. The Lessor shall be entitled to recover damages against the Lessee in respect of repudiation or breach of covenant for the damage suffered by the Lessor during the entire term of this lease.
- iii. The Lessor's entitlement to recover damages shall not be affected or limited by any of the following:
  - a) If the Lessee shall abandon or vacate the leased premises;
  - b) If the Lessor shall elect to re-enter or to terminate the lease;
  - c) If the Lessor shall accept the Lessee's repudiation;



- d) If the parties' conduct shall constitute a surrender by operation of law.
- iv. The Lessor shall be entitled to institute legal proceedings claiming damages against the Lessee in respect of the entire lease term, including the periods before and after the Lessee has vacated the leased premises and before and after the abandonment, termination, repudiation, acceptance of repudiation or surrender by operation of law referred to in para. (iii), whether the proceedings are instituted either before or after such conduct.
- v. In the event of the Lessee vacating the leased premises, whether with or without the Lessor's consent, the Lessor shall be obliged to take reasonable steps to mitigate his damages and to endeavour to lease the premises at a reasonable rent and on reasonable terms. The Lessor's entitlement to damages shall be assessed on the basis that the Lessor should have observed the obligation to mitigate damages contained in this paragraph. The Lessor's conduct taken in pursuance of the duty to mitigate damages shall not by itself constitute acceptance of the Lessee's breach or repudiation or a surrender by operation of law.
- d) **Effects of Waivers of Default** - No consent or waiver expressed or implied by the Lessor to or of any breach of any covenant condition or duty of the Lessee shall be construed as a consent or waiver to or of any other breach of the same or any other covenant condition or duty.
- e) **Legal Costs in Event of Default** - In the case of default by the Lessee in performing or observing any covenants herein contained or implied the Lessee shall pay the Lessor all legal costs charges and expenses for which the Lessor shall become liable in consequence of or in connection with such default including all costs charges and expenses (including Solicitors costs) incurred by the Lessor for the purpose of and incidental to the preparation and service of a notice under Section 81 of the Property Law Act 1969 requiring the Lessee to remedy a breach of the covenants herein contained or implied.
- f) **Lodging of Caveats** - Neither the Lessee nor any agent or other person on behalf of the Lessee shall lodge a Caveat against the land or any part thereof other than a subject to claim Caveat to protect the Lessee's interests under this Lease which Caveat shall be withdrawn by the Lessee at the Lessee's expense at the expiration of the term or if the term is extended or renewed then at the expiration of the extended or renewed term. In the event of this Lease being registered or of the Lessee lodging an absolute Caveat or of the Lessee failing to withdraw any subject to claim Caveat upon the expiration of the term or if the term is extended or renewed then upon the expiration of the extended or renewed term the Lessee in consideration of the Lessor having granted this Lease irrevocably constitutes and appoints the Lessor and if the Lessor is a corporation each and every one of the Directors and other Officers of the Lessor jointly and

severally the agent and attorney of the Lessee to surrender and withdraw the registration of any such Lease (or Caveat as the case may be) and for such purposes to sign any withdrawals surrenders and any other instruments and documents and to do all such acts matters and things as may be necessary or expedient for carrying out the powers granted in this clause and the Lessee does hereby ratify confirm and allow and agrees to ratify confirm and allow all and whatsoever the Lessor shall lawfully do or cause to be done under or by virtue of these presents the costs of which shall be borne and paid by the Lessee.

**g) Registration of Lease**

i. The Lessor covenants and agrees with the Lessee that:

- 1) the Lessee will be entitled to register this lease at the Lessee's cost and expense at the Western Australian Land Information Authority ("Landgate");
- 2) the Lessor will obtain the unconditional written consent of any encumbrances of the Leased Premises to the grant and registration of this lease for the purposes of Section 91 of the Transfer of Land Act, 1893 as amended. Once the consents have been obtained, the Lessee will liaise with the relevant encumbrances for their consent to be endorsed on this lease or a separate document and for the duplicate Certificate of Title to the Leased Premises to be produced at Landgate. The Lessee must pay the mortgagee's costs of production of the duplicate Certificate of Title at Landgate;
- 3) the Lessor will do all such acts, matters and things and sign all documents reasonably required by the Lessee to enable the Lessee to register this lease.

ii. The Lessee covenants and agrees with the Lessor that on the expiration or sooner lawful termination of this lease the Lessee will at its expense in all respects join with the Lessor in noting the surrender of this lease at Landgate and will for that purpose do all acts, matters and things and sign all documents reasonably required to enable the Lease to be so surrendered.

**h) Total or Partial Destruction** - That if the Leased Premises or any part thereof shall at any time during the continuance of the said term be destroyed or damaged so as to be unfit for occupation and use and the policy or policies of insurance of the building shall not have been vitiated or payment of the policy monies refused in consequence of some act or default by the Lessee or some employee of the Lessee then and so often as the same shall happen a fair proportion of the rent according to the nature and extent of the damage sustained shall be allowed by the Lessor until the Leased Premises shall be rendered fit for occupation and use. In case of any difference or dispute touching this sub-clause arising the same shall be

referred to arbitration in accordance with the provisions of the Commercial Arbitration Act 1985 PROVIDED THAT the full rental shall be paid without any deduction or abatement until the date of the award of such arbitrator or agreement between the parties whereupon the Lessor shall refund to the Lessee any rental which shall according to such award or agreement have been overpaid by the Lessee PROVIDED FURTHER that if at any time the Leased Premises or the building of which the same form part shall be totally destroyed or damaged in manner aforesaid so as to render the Leased Premises wholly unfit for occupation or use as to require rebuilding or reinstatement then the Lessor will use their best endeavours to rebuild the Leased Premises as soon as reasonably possible. If the Lessor is unable to rebuild the Leased Premises within six (6) months of the date of destruction the Lessor may determine the term hereby granted at the expiration of twenty eight (28) days after service on the Lessee of a notice in writing of the Lessor's intention in that behalf. If the Leased Premises or the building shall not be rebuilt or re-instated within six (6) calendar months after such destruction or damage then the Lessee may determine the said term at the expiration of twenty eight (28) days after service on the Lessor of a similar notice but no such determination shall release the Lessee from liability for rental accruing up to such determination or for damages in respect of any antecedent breach of any of the Lessee's covenants herein contained or implied.

- i) **Holding Over** - That if the Lessee shall upon the expiration of the said term hold over the Leased Premises a tenancy from year to year shall not thereby be presumed but the tenancy shall in any such event be and continue a monthly tenancy at the monthly rental then payable and otherwise upon the same terms as are hereinbefore set forth insofar as they are applicable and shall be determinable at the expiration of ONE (1) MONTH'S Notice by either party to the other at any time.
- j) **Right of Lessor to Perform Lessee's Covenants** - That if the Lessee fails to perform or observe any covenant, condition or agreement herein contained or implied the Lessor shall be entitled himself to carry out the performance or observance of such covenant or condition or agreement and for such purpose may if necessary enter the Leased Premises or any part thereof by himself or by his agents workmen or architects and the cost and expense incurred in such performance and observance together with interest thereon at the rate of TEN PER CENTUM (10%) PER ANNUM shall be a debt due by the Lessee to the Lessor and shall be payable on demand and may be recovered by the Lessor in the same manner as if such debt went for rent due under this demise in arrears and such cost and expense and interest shall be a charge on the term hereby granted.
- k) **Interest on Default** - In the event of any payment of the stipulated rent outgoings and any other payments payable by the Lessee to the Lessor hereunder not being paid on due date such indebtedness shall bear interest at the rate of TEN PER CENTUM (10%) PER ANNUM computed from the date that the same shall have become due and payable or paid as the

case may be such interest accruing from day to day and be payable and paid on demand and such costs and expenses and interest shall be a charge on the term hereby created.

l) **Indemnification** - That the Lessee shall indemnify the Lessor and keep the Lessor indemnified from and against all claims demands writs summonses actions suits proceedings judgments orders decrees damages costs losses and expenses of any nature whatsoever which the Lessor may suffer or incur in connection with loss of life personal injury and/or damage to property arising from or out of any occurrence in upon or at the Leased Premises or the use by the Lessee of the Leased Premises or any part thereof or to any person or the property of any person using or entering or near any entrance to the Leased Premises or occasioned (wheresoever it may occur) wholly or in part by any act neglect default or omission by the Lessee his agents contractors servants workmen customers or any other person or persons using or upon the Leased Premises with his consent or approval expressed or implied and will also indemnify and keep indemnified the Lessor against all claims demands writs summonses actions suits proceedings judgment orders decrees damages costs losses and expenses arising from the following:

- i. The negligent use or misuse waste or abuse by the Lessee or any servant agent subtenant or other person claiming through or under the Lessee of any water gas or electricity or other services to the Leased Premises or to the building of which the Leased Premises forms a part.
- ii. The overflow leakage or escape of water fire gas electricity or any other harmful agents whatsoever in or from the Leased Premises caused or contributed to by any act or omission on the part of the Lessee its servants agents sub-tenants and other persons aforesaid.
- iii. Any claim arising under the Occupier's Liability Act 1985.

AND the Lessee shall give to the Lessor prompt notice of any accident relating to the Leased Premises or defects in the water pipes gas pipes electric wiring or fittings or fixtures unknown to the Lessor and of any matter likely to give rise to any claim occurring under the Occupier's Liability Act 1985.

m) **Option to Renew** - Except where the Lessee is in default and has not complied with a written notice of demand on the part of the Lessee to be complied with observed and performed at the date of exercise of this option to renew, the Lessee shall on the giving of not more than (6) calendar months nor less than two (2) calendar months notice in writing in that behalf prior to the expiration of the term hereby created have the option of a renewal of this lease for each of the further terms as stated in Item 8 of the Schedule hereto SUBJECT TO and UPON the same terms and conditions as are herein contained (except as to the exercise of the options once these