

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

WHOLE OF THE LAND IN CERTIFICATE OF TITLE VOLUME 6010 FOLIO 512

ESTATE AND INTEREST

FEE SIMPLE

ENCUMBRANCES

NIL

LESSOR (Full Name and Address)

G & C CARR PTY LTD A.C.N. 608 943 835 OF 27 BRAEMAR ROAD TORRENS PARK SA 5062

LESSEE (Full Name, Address and Mode of Holding)

DINE CATERING PTY LTD A.C.N. 130 356 455 OF 17B BYRE AVENUE SOMERTON PARK SA 5044

TERM OF LEASE

COMMENCING ON THE 1ST JANUARY 2016 OR SUCH DATE THE LESSEE OCCUPIES.

EXPIRING ON THE 31ST DECEMBER 2021

TOGETHER WITH TWO (2) RIGHTS OF RENEWAL EACH OF FIVE (5) YEARS COMMENCING ON 1ST JANUARY 2021 AND 1ST JANUARY 2026 RESPECTIVELY.

RENT AND MANNER OF PAYMENT (OR OTHER CONSIDERATION)

THE LESSEE SHALL PAY THE LESSOR AN INITIAL ANNUAL RENTAL OF FIFTY THOUSAND DOLLARS FOUR HUNDRED DOLLARS \$50,400.00 PLUS GST BY WAY OF EQUAL MONTHLY INSTALLMENTS IN ADVANCE OF FOUR THOUSAND TWO HUNDRED DOLLARS \$4,200.00 PLUS GST AND PROPORTIONATELY FOR ANY PERIOD LESS THAN ONE MONTH SUBJECT TO REVIEW AT THE TIMES AND IN THE MANNER SET OUT IN THE SCHEDULE HEREIN. THE FIRST INSTALLMENT SHALL BE MADE ON THE 1ST DAY OF JANUARY 2106 OR SUCH DATE THE LESSEE TAKES OCCUPATION OF THE PREMISES FOLLOWED BY INSTALLMENTS ON THE 1ST DAY OF EACH MONTH DURING THE TERM OF THE LEASE AND ANY RENEWAL PERIODS.

OUTGOINGS AT A RATE OF 100% OF THE TOTAL FOR THE PROPERTY COMMENCING ON THE 1ST DAY OF JANUARY 2016 OR SUCH DATE THE LESSEE TAKES OCCUPATION OF THE PREMISES SHALL BE PAID BY THE LESSEE TO THE LESSOR IN ADDITION TO THE ANNUAL RENTAL TOGETHER WITH GST DURING THE TERM OF THE LEASE AND ANY RENEWAL PERIODS WITHOUT DEDUCTION WHATSOEVER.

RENTAL SHALL BE REVIEWED IN THE FOLLOWING MANNER:

1/1/2017 BY CPI BASED ON PREVIOUS YEAR'S RENT 1/1/2027 BY CPI BASED ON PREVIOUS YEAR'S RENT
 1/1/2018 BY CPI BASED ON PREVIOUS YEAR'S RENT 1/1/2028 BY CPI BASED ON PREVIOUS YEAR'S RENT
 1/1/2019 BY CPI BASED ON PREVIOUS YEAR'S RENT 1/1/2029 BY CPI BASED ON PREVIOUS YEAR'S RENT
 1/1/2020 BY CPI BASED ON PREVIOUS YEAR'S RENT 1/1/2030 BY CPI BASED ON PREVIOUS YEAR'S RENT
 1/1/2021 BY MARKET VALUATION
 1/1/2022 BY CPI BASED ON PREVIOUS YEAR'S RENT
 1/1/2023 BY CPI BASED ON PREVIOUS YEAR'S RENT
 1/1/2024 BY CPI BASED ON PREVIOUS YEAR'S RENT
 1/1/2025 BY CPI BASED ON PREVIOUS YEAR'S RENT
 1/1/2026 BY MARKET VALUATION

OPERATIVE CLAUSE

The Lessor LEASES TO THE LESSEE the land ~~ABOVE~~ / HEREINAFTER described and the LESSEE ACCEPTS THIS LEASE of the land for the term and at the rent stipulated, subject to the covenants and conditions expressed

*herein / ~~in Memorandum No.~~ and to the powers and covenants implied by the Real Property Act 1886 (except to the extent that the same are modified or negated below).

*Delete the inapplicable

DEFINE THE LAND BEING LEASED INCORPORATING THE REQUIRED EASEMENT(S) ETC.
 WHOLE OF LAND IN CERTIFICATE OF TITLE VOLUME 6010 FOLIO 512

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

STANDARD LEASE TERMS

(for retail / commercial / industrial -
and shopping centres)

Notice to the Landlord/Agent

Liquor licence – if the leased premises may be subject of a liquor licence, you should seek our advice regarding the assignment of leased provisions before you provide this lease to the Tenant

Notice to the Tenant

This is a standard document prepared on behalf of the Landlord which has not been altered to incorporate the specific terms negotiated for your tenancy.

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THE SCHEDULE

ITEM 1 – Address of Premises

(clause 1. Whole of the land in Title Volume 6010 Folio 512

Being 17B Byre Avenue Somerton Park SA 5044 and described as Lot 2 in Community Plan 24609 annexed hereto (clauses 1.1 and 2.8)

ITEM 2- Permitted Use

Office, Cooking, Catering and associated activities of the Lessee

ITEM 3 - Outgoings

(clause 2.2.1)

All rates, taxes and levies including but not limited to Council Rates, National Resources Management Levy (NRM), Water and Sewerage rates and charges, Save the River Murray Levy, Emergency Services Levy and any other levies but excluding Land Tax shall be the responsibility of the Lessee. Fire Protection inspection & testing and associated documentation under law and Insurance premiums payable by the Lessee. All charges and fees incurred in respect of air conditioning maintenance. Repair shall be the responsibility of the Lessee.

ITEM 4 - Lessee's proportion of outgoings

(clause 2.2.2)

As per disclosure statement annexed hereto of Council, SA Water, and ESL. The Lessee shall be responsible for Council 100 %, SA Water Rates 100 %, ESL 100% Strata Levy 100% which includes Building Insurance (if Lessor's premium is increased due to Lessee's activities other than permitted use- the increased portion shall be due by the Lessee)

ITEM 5 - Renewed term(s)

(clause 4.4)

Two(2) Rights of Renewal Each of Five (5) Years

ITEM 6 - Rent review date(s)

(clause 4.5)

1/1/2016, 1/1/2017, 1/1/2018, 1/1/2019, 1/1/2020, 1/1/2021, 1/1/2022, 1/1/2023, 1/1/2024, 1/1/2025, 1/1/2026, 1/1/2027, 1/1/2028, 1/1/2029, 1/1/2030

ITEM 7 - Rent review method(s)

(clause 4.5)

1/1/2017, 1/1/2018, 1/1/2019, 1/1/2022, 1/1/2023, 1/1/2024, 1/1/2024, 1/1/2025, 1/1/2027, 1/1/2028, 1/1/2039, 1/1/2030 by CPI Based on the previous years rental, 1/1/2021, 1/1/2026, by Market,.

1 The rent shall be reviewed as at the date and in the years specified in item 6 of the schedule to a rate agreed by the Lessor and the Lessee but failing agreement shall be determined by a Land Valuer appointed, at the request of either the Lessee or the Lessor, by the person for the time being holding or acting in the office of President of the Australian Property Institute Inc. (SA Division) or its successor (the cost of which valuation shall be borne by the Lessor and Lessee equally) which valuer shall be deemed to act as an expert and not as an arbitrator and who shall be instructed to determine the current market rent for the Premises.

2 The stipulations in this lease relating to the time method and manner of payment of rent shall apply to the reviewed rent and rent installments varied from such date or dates (as the case may be) and any adjustment necessary in respect of any underpayment or overpayment of any installment paid after any such date or dates at the rate previously applicable shall be paid by the Lessee to the Lessor (or vice versa) forthwith upon the reviewed rent being determined with the Lessee paying the current installments of rent due pending determination of the reviewed rent and any failure by the Lessor to effect such review at the relevant time shall not prevent such review being effected retrospectively at a later time.

3 In determining the current market rent for the Premises the Land Valuer shall:-

3.1 exclude the value of any goodwill created by the Lessee's occupation and the value of the Lessee's fixtures and fittings within the Premises and shall also exclude any deleterious condition of the Premises if such condition results from any breach of any term of this lease by the Lessee;

3.2 have regard to all of the terms of this lease in particular to any liability on the part of the Lessee to pay or contribute to rates, taxes (and in particular land tax) and outgoings pursuant to this lease and as if the Premises were unoccupied and offered for rent for the Permitted Use for the period until the expiry of the current term;

3.3 have regard to the current market rent of premises which are comparable with the Premises;

3.4 take into account the value of all the Lessor's fixtures, fittings, plant and equipment in the Premises (and if applicable in the building of which the Premises forms part) and the value of any fit-out or other tenancy works provided by the Lessor;

3.5 have regard to the GST exclusive rate of rent; and

3.6 have regard to any other matters the Land Valuer reasonably considers relevant.

The Land Valuer must give detailed reasons for the determination and must specify the matters (including if relevant, incentives and concessions) taken into account in making the determination.

ITEM 8 - Painting -(
(clause 2.11)

1. When the Lessee vacates or loses entitlement to possession of the Premises.
2. Interior only- if required to return the property to the same state as at the commencement of the lease taking into account fair and reasonable wear and tear.

ITEM 9 – Insurance (public liability)
(clause 2.25.3)

\$20,000,000.00 minimum in respect of any one occurrence ,accident or event.

ITEM 10 – Guarantor(s)

Not Applicable

ITEM 11 - Special conditions
(clause 7)

Bank Guarantee– Not Applicable.
Not Required by the Lessor

Should the Landlord,during the term of the lease or any extension thereof or any time in the tenants possession of the leased premises,elect to sell the leased premises or receives a bona-fide offer of purchase, the tenant shall have the first right of refusal to meet any bona-fide offer of sale on the same terms and conditions of such offer.The tennat may exercise right of first refusal provided that no event of default shall have occurred and be continuing at the time the tenant purports to exercise this right

The Lessee shall be responsible to keep the Air Conditioning maintained and serviced regularly and at least once yearly.

Signage

The Lessee shall be responsible for the cost and maintenance of any signage which may require Council approvals and Lessor's prior consent.

ITEM 12- Maintenance of Land (2.10& 2.11)-

1. The Lessee shall keep the Lessor's fixtures and fittings and grounds maintained in a proper manner and report any damage relating to the Lessor's property.
- 2 The Lessee shall remain 100% responsible for the purchase, installation and maintenance of any additional fittings and fixtures required by the Lessee. All such additional fittings and fixtures shall be removed and the premises made good at the expiration of the lease or upon relinquishment of the premises by the Lessee unless the Lessor and the Lessee agree otherwise.

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this lease unless the contrary intention appears, the following words have the following respective meanings.

"Act" means the Retail and Commercial Leases Act 1995.

"GST" means any goods and services tax.

"Land" shall mean the whole of the land described on page 1 (and where the said land is a unit or part of a unit within a strata or community title plan, shall mean the whole of the land within such strata or community title plan) and includes all buildings and improvements from time to time erected on the said land and all the Lessor's (and if applicable the relevant strata or community corporation's) fixtures and fittings, plant and equipment (including air conditioning and fire protection) and chattels installed on the said land and all the Services to or within the said land and any alterations additions improvements or modifications effected from time to time to the said land.

"Land Valuer" means:

- (a) a natural person who is permitted to carry on business as a land valuer under section 5 of the Land Valuers Act 1994 and who has at least 10 years' experience as a land valuer; or
- (b) a body corporate which satisfies section 6 of that Act and the business of which is managed and supervised by a natural person who has at least 10 years' experience as a land valuer.

"Lessee" shall include the person or persons described on page 1 and the heirs executors administrators successors and permitted assigns of such person or of each of such respective persons (as the case may be).

"Lessor" shall include the person or persons described on page 1 and where the context so requires or admits the heirs executors administrators successors and assigns of such person or each of such respective persons (as the case may be).

"Permitted Use" means the use described in item 2 of the schedule.

"Premises" shall mean either the whole of the Land, or if applicable that portion of the Land, described on page 1 and located at the address specified in item 1 of the schedule and includes any part of such land.

"redevelopment" in respect of a building shall include a substantial repair, renovation or reconstruction of the building that cannot be carried out practicably without vacant possession of the Premises.

"Services" includes all electrical, plumbing, air conditioning, water, gas, power, telephone, fire prevention and safety, lifts and transportation services and systems, and all installations in relation thereto, incorporated in or appurtenant to the Land.

"statute" includes any statute in substitution of such statute, any order of any court, any law including any requirement of any authority government or otherwise, any regulation, any by-law and any notice, demand, order, direction, requirement or obligation under or pursuant to a statute.

"Term" in respect of the term of this lease shall include the term specified on page 1 together with any renewed term.

1.2 Interpretation

1.2.1 Words importing the singular shall embrace the plural and words importing one gender shall embrace the other gender and vice versa respectively. Reference to a "term" or "terms" shall include any term, special condition or covenant of this lease and the schedule to this lease.

1.2.2 Any reference to a person shall be deemed to include a corporate body and vice versa and where any party includes more than one person then each such person is liable jointly and severally in respect of that party's obligations. Any reference to a particular statute shall include a reference to that "statute" as defined in this lease.

1.2.3 Headings are for convenience of reference only and shall not affect the construction or interpretation of the terms of this lease. No rule resolving any doubt as to interpretation against the party preparing this lease shall apply.

1.2.4 Where the words "Not applicable" appear opposite any item in the schedule or under any clause heading then the clause or clauses referred to immediately underneath such item and or clause heading shall be null and void and of no effect.

1.2.5 Any term or any part of any term of this lease which is not applicable to the Premises or which is repugnant to the general interpretation of this lease or which is invalid unlawful void or unenforceable, shall be capable of severance without affecting any other term or part of such term.

1.2.6 All moneys payable by the Lessee to the Lessor under this lease and due and unpaid shall be recoverable as a debt or as rent in arrears and if no date or time for payment is specified shall be payable on demand.

1.2.7 Anything which the Lessee is required to do under this lease shall be done at the cost in all things of the Lessee and to the reasonable satisfaction of the Lessor.

1.2.8 This lease shall be governed by the laws of South Australia and, if applicable, the laws of the Commonwealth of Australia, with any Commonwealth court proceedings to be issued out of the Adelaide Registry.

2 LESSEE'S OBLIGATIONS

2.1 Rent

The Lessee shall pay when due the rent stipulated on page 2 of this lease.

2.2 Outgoings

2.2.1 The Lessee shall pay when due the Lessee's proportion of all the outgoings of the Lessor described in item 3 of the schedule relating to the Term and any holding over period.

2.2.2 The Lessee's proportion is the proportion expressed in item 4 of the schedule. If not so expressed and/or if the Lessor does something to alter the lettable area of the Land, the Lessee's proportion shall be determined by or adjusted to (as the case may be) the proportion that the lettable area of the Premises bears to the lettable area of the Land as reasonably determined by the Lessor. In this clause "lettable area" shall be as determined by the guidelines issued by the Property Council of Australia from time to time.

2.2.3 Payments by the Lessee on account of outgoings are due within 14 days of invoice. Notwithstanding the previous sentence the Lessor may provide the Lessee with an estimate of the Lessee's annual liability for outgoings in which case the Lessee shall pay to the Lessor such estimate by equal monthly payments in advance on the same day that the rent is due. If the estimated outgoings differ from the actual outgoings over the relevant year (or other period), an adjustment shall be made between the parties with the relevant payment to be made within 14 days of the determination of the adjustment.

2.2.4 Where the Act applies to this lease, the Lessor shall provide estimates and actuals of all outgoings payable by the Lessee, as and when required by the Act.

2.2.5 There shall be no obligation on the Lessee to pay any outgoing which relates to any structural alteration, repair or improvement to or capital expenditure in respect of the Land, except in respect of making good damage caused by the Lessee or any agent contractor sub-tenant employee, invitee or person on the Premises by lawful licence of the Lessee or in respect of fitting or re-fitting the Premises or of contributions to a sinking fund.

2.3 Utilities

The Lessee shall pay when due all charges for electricity (including air conditioning running costs), gas, water (including any excess), telephone and all other like services supplied (either by the Lessor by or any other person or authority) to used or consumed in or on or in respect of the Premises. The Lessor may install in or about the Premises any meters necessary for measuring electricity gas water telephone and other services supplied to the Premises and the cost of such installation shall be paid by the Lessee. If no such meters are installed a statement in writing given by the Lessor as to any amount payable by the Lessee pursuant to this clause shall be prima facie evidence of the matters so stated.

2.4 Costs

The Lessee shall pay on demand the following.

2.4.1 One half of the Lessor's legal costs incurred in connection with the negotiation preparation and (if applicable) registration of this lease, or any extension of this lease and of the fees charged by a mortgagee for producing the certificate(s) of title for the Land and/or for consenting to this lease and any extension of this lease.

2.4.2 The Lessor's legal costs and other expenses incidental to the negotiation preparation stamping and (if applicable) registration of the documents for any guarantee or assignment or surrender of this lease, and any application by the Lessee for the consent of the Lessor to any matter including any transfer or assignment by the Lessee of this lease or the Lessee's interest in it, or to any sub-letting by the Lessee, or to any mortgage or charge or encumbrance of the interest of the Lessee under this lease (whether consent is granted or refused).

2.4.3 Any stamp duty and registration fees payable in respect of this lease or in respect of any dealing with this lease by the Lessee including any renewal or extension, assignment or surrender.

2.4.4 The costs of preparation and registration of a suitable plan of the Premises where such a plan is necessary due to the Lessee requiring registration of this lease.

2.4.5 All expenses incurred by the Lessor in consequence of any default on the part of the Lessee in performing or observing any term of this lease, or in exercising or enforcing (or attempting so to do) any rights or remedies of the Lessor.

2.5 Assignment

The Lessee shall not assign its interest in this lease without the prior written consent of the Lessor and shall make any request for the Lessor's consent to an assignment of this lease in writing. The Lessee must provide the Lessor with information the Lessor reasonably requires about the financial standing and business experience of the proposed assignee. Before requesting the consent of the Lessor to a proposed assignment of this lease, the Lessee must provide the proposed assignee with a copy of any disclosure statement given to the Lessee in respect of this lease together with details of any changes that have occurred in respect of the information contained in that disclosure statement since it was given to the Lessee, being changes in respect of which the Lessee is aware or could reasonably be expected to be aware.):

2.5.1 if the proposed assignee proposes to change the use to which the Premises are put;

2.5.2 if in the reasonable opinion of the Lessor the proposed assignee is unlikely to be able to meet the financial obligations of the Lessee under this lease;

2.5.3 (where the Permitted Use includes a retail use) if in the reasonable opinion of the Lessor the proposed assignee's retailing skills are inferior to those of the Lessee; or

2.5.4 if the Lessee has not complied with the procedural requirements for obtaining the Lessor's consent as specified above.

The terms of any consent hereby granted by the Lessor may (at the Lessor's discretion) include any or all of the following.

2.5.5 The Lessee shall have paid all rent and fulfilled and observed all of the terms of this lease.

2.5.6 The Lessee shall submit to the Lessor a copy of all agreements entered into in respect of any proposed dealing with this lease or the Premises and evidence satisfactory to the Lessor that the proposed assignee is respectable responsible solvent and suitable.

2.5.7 The Lessee shall pay the Lessor's legal and other incidental expenses incurred in connection with all documentation which is to be prepared or reviewed by the Lessor's solicitors and with considering such an application for consent irrespective of whether such consent is ultimately granted.

2.5.8 The Lessor may require the proposed assignee to enter into a direct covenant with the Lessor to observe the terms of this lease and/or to provide such guarantees of the performance of the proposed assignee's obligations under this lease as the Lessor may require and if the proposed assignee is a proprietary company then the directors of that company shall each be required to provide such guarantee of the performance of that company as the Lessor may require.

Subject to the Act (if applicable), the Lessee shall not be released from and shall remain liable in respect of the terms of this lease for the period expiring either at the end of the term or renewed term during which the assignment occurs, or at the end of any extended term of this lease the option for which was exercised by the Lessee, whichever is the later.

2.6 Subletting and charging

The Lessee shall not sublet mortgage or charge its interest in this lease or part with the Premises without the prior written consent of the Lessor which consent the Lessor may in its absolute discretion refuse. The terms of any consent granted by the Lessor may (at the Lessor's discretion) include any or all of the following.

2.6.1 The Lessee shall have paid all rent and fulfilled and observed all the terms of this lease.

2.6.2 The Lessee shall submit a copy of all agreements to be entered into in respect of the proposed dealing with this lease or the Premises and evidence satisfactory to the Lessor that the proposed sub-tenant or licensee is respectable responsible solvent and suitable.

2.6.3 The Lessee shall pay the Lessor's legal and other expenses incidental to any inspection of the Premises and enquiries concerning the proposed dealing or the persons concerned and of the perusal and preparation and stamping of the documents deemed necessary by the Lessor.

2.6.4 The Lessor may require the person to whom it is proposed to sublet or licence to enter into a direct covenant with the Lessor to observe the terms of this lease.

2.6.5 In respect of a mortgage charge or encumbrance of this lease the Lessee shall procure a written undertaking from the proposed mortgagee chargee or encumbrancee of this lease on terms as determined by the Lessor's solicitors including that such mortgage charge or encumbrance shall not in any way whatsoever derogate from the Lessor's rights pursuant to the terms of this lease and in particular the Lessor's right of re-entry and termination and without limiting the generality of the foregoing in the event of any mortgagee chargee or encumbrancee taking possession of the Premises such mortgagee chargee or encumbrancee shall be deemed to have adopted the terms of this lease as if they were the Lessee.

2.7 Share transfers

If the Lessee is a company and if at any time there is proposed to be a transfer of 50% or more of the shareholding or a change in the controlling interest of the shareholding of the Lessee (including any such change in beneficial holding but excluding any such change as a result of transfer by inheritance), then the Lessee must apply for and obtain the prior written consent of the Lessor to such transfer or change which consent shall not be unreasonably withheld. In any such circumstance, the Lessee shall cause any director of the Lessee appointed at or subsequent to any such circumstance to enter into a guarantee in the same terms given by other directors of the Lessee. The Lessee shall reimburse the Lessor its legal and other incidental costs in considering such consent. This clause shall not apply whenever the voting shares of the Lessee are listed on a recognised stock exchange in Australia.

2.8 Use of Premises

The Lessee shall not use the Premises or permit the same to be used otherwise than in accordance with the Permitted Use, nor permit on the Premises any offensive, illegal or dangerous activity or (unless within the Permitted Use) the sale or distribution of alcohol, nor permit on the Premises any auction or cause or allow any nuisance by way of noise or smell, nor permit any animals on the Premises, nor allow anyone to smoke cigarettes within any building of which the Premises forms part. The Lessee shall not use in any way or obstruct any area beyond the Premises. Where the Permitted Use includes retail and there are surrounding retail tenancies, to keep the business conducted in the Premises open for the same hours as the majority of surrounding retail tenancies. The Lessee hereby acknowledges that the Lessor has given no warranty as to the use to which the Premises may legally be put and the onus is on the Lessee to obtain satisfaction and meet any compliance requirements in that respect. The Lessee is deemed to have accepted this lease with the full knowledge of and subject to any prohibitions or restrictions on the use of the Premises under or in pursuance of any statute, and should the Permitted Use be permissible only with the consent of any authority under or in pursuance of any statute, it shall be for the Lessee to obtain such consent. The Lessee hereby indemnifies the Lessor in respect of any claim loss or damage suffered by the Lessor due to the Lessee's (or the Lessee's employees, agents, contractors, invitees, or sub-tenants or any person on the Premises by lawful licence of the Lessee) failure to observe and satisfy the matters specified in this clause.

2.9 Fire precautions

The Lessee shall take such precautions against fire and do all such things in respect of fire safety in respect of the Premises which may from time to time be required by the Lessor acting reasonably or under or in pursuance of any statute provided that this clause shall not impose on the Lessee any obligation in respect of any maintenance replacement or repair of a structural or capital nature except where the same is rendered necessary by any act or omission on the part of the Lessee or any agent contractor sub-tenant employee invitee or person on the Premises by lawful licence of the Lessee or by the use of the Premises by the Lessee notwithstanding that such use of the Premises may be within the scope of the Permitted Use.

2.10 Maintenance and repair

The Lessee shall maintain repair clean and keep the whole of the Premises in good and substantial repair order and condition and where appropriate in good working order (damage by fire flood lightning storm tempest inevitable accident Act of God war damage and fair wear and tear only excepted save where insurance moneys are irrecoverable in consequence of any act or default of the Lessee or any agent contractor sub-tenant employee invitee or person on the Premises by lawful licence of the Lessee), maintain pest control and (as required) eradication and replace all light globes and tubes and the like which shall become damaged or worn out. Nothing in this clause shall render the Lessee liable in respect of any maintenance or repair of a structural or capital nature except where the same is necessary by any act or omission on the part of the Lessee or any agent contractor sub-tenant employee invitee or person on the Premises by lawful licence of the Lessee or by the use of the Premises by the Lessee notwithstanding that such use of the Premises may be within the scope of the Permitted Use.

2.11 Painting

The Lessee shall when and to the extent specified in item 8 of the schedule in a proper and workmanlike manner and in colours and in accordance with specifications approved by the Lessor paint or cause to be painted (with at least 2 coats of paint) all such parts of the Premises as have previously been painted provided that if the Lessee fails to so paint the Lessor may demand from the Lessee and the Lessee shall pay to the Lessor on demand an amount reasonably determined by the Lessor to be equivalent to the cost of contracting for such painting to be undertaken.

2.12 Air conditioning

Where the air conditioning plant servicing the Premises services only the Premises, the Lessee shall regularly and as necessary clean the filters of such air conditioning plant and shall engage at its cost an independent qualified contractor to maintain such air conditioning plant in good and substantial repair and condition and in good working order. The Lessor shall be liable for the cost of any repairs or replacements of a capital or structural nature.

2.13 Cleaning

2.13.1 The Lessee shall cause the Premises and areas immediately adjacent to the Premises to be cleaned regularly in a proper and workmanlike manner and kept clean and free from dirt and rubbish provided that where the Premises forms part of a building containing more than two tenancies the Lessor may arrange for cleaning of the Premises and recover the cost of such cleaning from the Lessee.

2.13.2 The Lessee shall store and keep all waste materials and garbage in proper receptacles and arrange for their regular removal from the Premises.

2.13.3 The Lessee shall keep clean and maintain in good order repair and condition the fittings plant furnishings and equipment of the Lessee to the extent necessary to prevent any hazard to or deterioration in the condition of the Premises.

2.14 Repair damage

The Lessee shall make good any defect or damage to the Premises or any facility or appurtenance to the Premises caused by want of care misuse or abuse on the part of the Lessee or the Lessee's agents contractors sub-tenants employees invitees or persons on the Premises by lawful licence of the Lessee or otherwise caused by any breach or default of the Lessee or by the use of the Premises by the Lessee notwithstanding that such use of the Premises may be within the scope of the Permitted Use.

2.15 Statutory compliance

The Lessee shall not permit or allow the Premises to be or become in an unsanitary condition within the meaning of any statute or be or become in such a condition as shall not comply with the terms of any statute, and at the Lessee's cost and expense in all things shall comply with or cause to be complied with all the duties and obligations with regard to the Premises or the use occupation or condition of the Premises imposed by any statute and carry out promptly and efficiently the proper requirements of any statute, and indemnify the Lessor from and against all actions proceedings claims demands charges penalties and expenses arising from the non-compliance with any such matters. Nothing herein shall render or be deemed to render the Lessee liable in respect of any maintenance replacement or repair of a structural or capital nature except where the same is rendered necessary or desirable as a consequence direct or indirect of any act or omission on the part of the Lessee or any agent contractor sub-tenant employee invitee or person on the Premises by lawful licence of the Lessee or by the use of the Premises by the Lessee notwithstanding that such use may be within the scope of the Permitted Use.

2.16 Use of facilities

The Lessee shall not use or permit any agent contractor employee sub-tenant invitee or person on the Premises by lawful licence of the Lessee to use the lavatories toilets sinks and drainage and other plumbing facilities in the Premises for any purpose other than that for which they were constructed or provided and shall not deposit or permit to be deposited in the same any sweeping rubbish or other material and any damage to the same caused by such misuse shall be made good by the Lessee.

2.17 Notice of defects

The Lessee shall give to the Lessor prompt notice of any circumstances including any accident to or defect or want of repair in any service to or fittings in the Premises which the Lessee should reasonably be aware might cause any danger risk or hazard to the Premises or the Land or any person thereon.

2.18 Security

The Lessee shall use reasonable endeavours to protect and keep safe the Premises and any property contained in the Premises from theft or robbery and shall keep all doors windows and other openings closed and securely fastened when the Premises are not in use.

2.19 Signs and other devices

The Lessee shall not without the prior approval in writing of the Lessor (which shall not be unreasonably withheld) and (if required by law) not without the prior approval in writing of any relevant authority, erect display affix or exhibit on in or to the Premises any sign advertisement name or notice and shall not erect or place on in or to the Premises any radio or television aerial or antennae or any loudspeakers film screens or similar devices and shall not without the like consent of the Lessor use or permit to be used any radio gramophone television or other like media or equipment which may be heard or seen from outside the Premises.

2.20 Alterations and additions

The Lessee shall not without the prior consent in writing of the Lessor make any alteration or addition in or to the Premises (including the drilling of any holes or affixing of window treatments) or install or alter any partitioning work fixed equipment or other fixed installation in or on the Premises. Where such consent is given the materials and design shall first be approved by the Lessor or its architects and such work equipment or installation shall be installed or altered in accordance with the approval so given (if any) and all fees payable to the Lessor's architects in connection with such approval and inspection shall be paid by the Lessee. All such partitioning work and installations save where the same are Lessor's fixtures and/or fittings shall remain the property of the Lessee who shall be responsible for all maintenance of the same and (in the case of any plant and equipment) for the repair and running costs of the same and such partitioning work and/or installations may and if so required by the Lessor shall be removed by the Lessee immediately prior to the expiration or earlier determination of this lease but the Lessee shall upon removal repair any damage caused to the Premises and shall reinstate the same to the condition they were in prior to such work or installation.

2.21 Electrical and plumbing

The Lessee shall not without the prior consent in writing of the Lessor install any water gas or electrical fixtures equipment or appliances or any apparatus for illuminating air conditioning heating cooling or ventilating the Premises other than kitchen appliances for the preparation of food or beverages and appliances and equipment reasonably necessary for the execution of the normal business of the Lessee nor mark paint drill or in any way deface the Premises.

2.22 Heavy objects

The Lessee shall not bring nor allow to be brought onto the Premises without the prior consent in writing of the Lessor any heavy machinery or other plant and equipment of such nature and/or size as to cause or be likely to cause any structural or other damage to the Premises and the Lessee shall forthwith to the satisfaction of the Lessor make good any damage so caused.

2.23 Dangerous substances

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The Lessee shall not bring on to or cause or allow to be brought onto the Premises without the prior consent in writing of the Lessor any dangerous noxious toxic radio-active volatile explosive or inflammable chemical substance or compound whatsoever whether organic inorganic or microbial in solid liquid or gaseous form and the Lessee hereby indemnifies and agrees to keep indemnified the Lessor from and against all and any actions claims demands losses damages costs and expenses for which the Lessor shall or may become liable in respect of or arising from a breach of this clause and/or any non-compliance by the Lessee its agents contractors employees sub-tenants invitees or persons on the Premises by lawful licence of the Lessee with the law from time to time relating to such substances or compounds.

2.24 Lessor's access

The Lessee shall permit the Lessor and its agents at all reasonable times upon giving to the Lessee 3 days' prior notice (except in the case of emergency when no notice shall be required) to enter upon the Premises and view the state of repair of the Premises, and shall permit the Lessor at all times to carry out repairs renovations maintenance modifications extensions or alterations to the Premises deemed necessary or desirable by the Lessor, and for any of these purposes permit the Lessor to enter on to and remain in the Premises with or without its architects contractors workmen and agents as aforesaid. Any alteration or refurbishment by the Lessor of the Land (other than routine maintenance or repairs) which is likely to adversely affect the business of the Lessee shall be preceded with notice in writing to the Lessee of such alteration or refurbishment at least one month before the commencement of the alteration or refurbishment except in the case of an emergency where the maximum period of notice that is reasonably practicable in the circumstances shall be so given to the Lessee.

2.25 Insurance (Lessee's)

2.25.1 The Lessee shall insure and keep insured (noting the Lessor's interest) against breakage, damage, vandalism and any form of impact all the plate and other glass including plate glass frame and doors for their replacement value and where such insurance moneys are insufficient shall make good the deficiency out of the Lessee's own money.

2.25.2 The Lessee shall insure and keep insured the Lessee's fixtures fittings stock chattels plant and equipment within the Premises from time to time for their full insurable value against loss or damage by fire burglary theft lightning explosion tempest earthquake riot impact of vehicles earthquake damage by aircraft or articles dropped therefrom water damage flood and such other insurable risks as the Lessor may reasonably require from time to time.

2.25.3 The Lessee shall insure and keep insured (noting the Lessor's interest) a public risk insurance policy in respect of the Premises for an amount not less than the amount specified in item 9 of the schedule or such greater amount as the Lessor reasonably requires from time to time.

The Lessee shall on demand deliver to the Lessor a certificate of currency in respect of any of the above insurances and any other evidence reasonably required to show compliance with this clause.

2.26 Insurance (Lessor's)

The Lessee shall not at any time do or permit any act matter or thing in or on the Premises whereby any insurance in respect of the Premises may be put at risk or vitiated or rendered void or voidable or whereby the rate of premium on any such insurance shall be liable to be increased. When the Lessee is not liable to pay or contribute to the Lessor's building insurance premium as an outgoing under this lease, the Lessee shall pay any increase in such premium which results from the Lessee's particular use of the Premises.

2.27 Indemnities

The Lessee hereby indemnifies the Lessor from and against all and any actions claims demands losses damages costs and expenses for which the Lessor shall or may be or become liable in respect of or arising from any of the following.

2.27.1 The negligent use misuse waste or abuse by the Lessee or any agent contractor employee sub-tenant invitee or person in or on the Premises by lawful licence of the Lessee or any other person claiming through or under the Lessee of the water electricity lighting and other services and facilities to or in the Premises.

2.27.2 Overflow or leakage of water (including rain water) in or from the Premises but having origin within the Premises caused by or contributed to by any act or omission on the part of the Lessee or any employee agent contractor sub-tenant invitee or person in or on the Premises by lawful licence of the Lessee or any other person claiming through or under the Lessee.

2.27.3 Loss damage or injury from any cause whatsoever to property or persons caused or contributed to by the use of the Premises by the Lessee or by any employee agent contractor sub-tenant invitee or person in or on the Premises by lawful licence of the Lessee or any other person claiming through or under the Lessee notwithstanding that such use of the Premises may be within the scope of the Permitted Use.

2.27.4 Loss damage or injury from any cause whatsoever to property or persons within or without the Premises occasioned or contributed to by any act omission neglect breach or default of the Lessee or any employee agent contractor sub-tenant invitee or person in or on the Premises by lawful licence of the Lessee or any other person claiming through or under the Lessee.

2.28 Release

The Lessee shall occupy use and keep the Premises at the risk of the Lessee and the Lessee hereby releases to the full extent permitted by law the Lessor and its agents employees and contractors from all and any claims demands losses and damages of every kind resulting from any accident damage or injury occurring in the Premises except where deriving from any wilful or negligent act of the Lessor or any agent of the Lessor.

2.29 Re-leasing and sale

The Lessee shall permit the Lessor or the agent of the Lessor at any time to place "For Lease" or "For Sale" notices in conspicuous places outside or inside the Premises and (at the Lessor's discretion) to enter into and upon the Premises at all reasonable times for the purpose of erecting and exhibiting the same and also for the purpose of showing prospective tenants or purchasers over the Premises. Notwithstanding the above, the Lessor shall not so place a "For Lease" sign where the Lessee has a right of renewal and remains entitled to exercise that right of renewal.

2.30 Strata and community titles

Where the Premises is or becomes a unit or part of a unit within a strata or community title plan under the relevant legislation, the Lessee and its agents employees sub-tenants, contractors invitees and persons on the Premises by lawful licence of the Lessee will observe and be subject to the rules and by-laws of the relevant strata or community corporation or authority from time to time.

2.31 Environmental

The Lessee shall ensure that if any contaminant is discovered on the Premises (unless that contaminant is safely and lawfully stored) or, without lawful authority, escapes or is released from the Premises into the environment, or is released into or upon the Premises or the Land, that the impact on the Premises, the Land and the environment, is immediately minimised and that steps are taken as quickly as possible to safely contain the contaminant and to remove the contaminant from the environment, the Land or the Premises or to reduce the levels of the contaminant to a level required or recommended by the relevant authority and in any case to eliminate or reduce any danger arising from the contaminant and do all things necessary to fully and properly restore the Premises, the Land and the environment.

2.32 Expiration of lease

Immediately prior to the expiration or immediately following the sooner determination of this lease, the Lessee shall:

2.32.1 remove all partitions alterations or additions installed or made by the Lessee to the Premises and remove all signs, advertisements, names or notices erected, displayed, painted, affixed or exhibited to or on or within the Premises and make good any damage to the Premises caused by such removal. If the Lessee shall not have completed such removal and making good prior to the expiration of the Term of this lease (or in the case of the determination of the Term of this lease within 3 days after such determination) then the Lessor may remove and store such partitions, alterations, additions, signs, advertisements, names or notices as the Lessee shall have failed to remove and the Lessee shall repay on demand all costs and expenses incurred by the Lessor in so doing. The Lessor may alternatively elect not to effect such removal in which case the Lessor may by notice in writing given to the Lessee notify the Lessee that unless the Lessee 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 Lessee shall be forfeited to the Lessor and where the Lessee 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 Lessor;

2.32.2 yield up the Premises in good and substantial repair and condition (fair wear and tear damage by fire storm tempest earthquake and Act of God only excepted) and in a state of thorough cleanliness;

2.32.3 provide to the Lessor the certificate of a suitably qualified person reasonably acceptable to the Lessor stating that all mechanical and air conditioning equipment situated within and servicing the Premises is in sound working condition having regard to its age and taking into account reasonable wear and tear;

2.32.4 deliver up to the Lessor all keys for the locks in and upon the Premises and all security passes or cards (if any) in the possession of the Lessee; and

2.32.5 comply with clauses 2.10, 2.11, 2.20 and all other terms of this lease.

2.33 Outside areas

Where the Premises includes paved or bituminised walkways driveways and/or car park areas the Lessee shall maintain the same in good and substantial repair and condition (fair wear and tear excepted), and shall keep tidy maintain and water any lawns, plants and/or gardens within the Premises.

2.34 Common areas

The common areas (for the purpose of this clause being areas of the Land which the Lessor decides are not lettable) shall at all times be subject to the control of the Lessor, including the right to establish, modify and enforce reasonable rules and regulations with regard to the same provided such rules and regulations are not contrary to the terms of this lease. A breach of any such rules or regulations shall be deemed to be a breach of this lease.

3 LESSOR'S OBLIGATIONS

3.1 Quiet possession

The Lessee paying the rent and fully and punctually observing and performing the terms of this lease may (subject to the terms of this lease) peaceably possess and enjoy the Premises for the Term without any interruption or disturbance from the Lessor or any other person or persons lawfully claiming by from or under the Lessor.

3.2 Lessee's property

Without prejudice to any other terms of this lease, the Lessee may at or prior to the expiration of this lease take remove and carry away from the Premises all fixtures fittings plant equipment or other articles upon the Premises in the nature of trade or tenant's fixtures brought upon the Premises by the Lessee (other than the Lessor's fixtures and fittings) and the Lessee shall forthwith make good any damage which the Lessee may cause as a result of such removal.

3.3 Maintain structure

Except to the extent to which the Lessee is obliged or as otherwise provided in this lease, the Lessor shall maintain the structure of the Premises in sound and weatherproof condition.

3.4 Common areas

The Lessor shall permit the Lessee the use of any toilets, walkways, stairways, lifts, driveways and other areas set aside from time to time at the absolute discretion of the Lessor as common areas contained in the building or buildings of which the Premises form part or such areas on the Land as are not comprised in such building or buildings as are necessary for the use of and access to the Premises and/or the use of any car parks to which the Lessee is expressed in this lease to be entitled. The exterior of the building of which the Premises forms part shall be under the absolute control of the Lessor. In the event that the Premises is a unit or part of a unit upon a strata or community title plan under the relevant legislation the Lessee its agents employees licensees and invitees shall be permitted by the Lessor to enjoy a right in common with the Lessor and other owners and occupiers of units within the said building to use the areas set aside from time to time as common areas in the said plan.

4 MUTUAL COVENANTS

4.1 Abandoned goods

Where the Act does not apply to this lease, any goods abandoned by the Lessee (and goods of the Lessee remaining on the Premises after this lease expires or is terminated shall be deemed to be abandoned) shall immediately become the property of the Lessor, and should the Lessor remove from the Premises some or all of such goods, the Lessee shall pay on demand to the Lessor the costs of such removal and, if relevant, disposal.

4.2 Destruction or damage

If the Premises are damaged, the Lessee is not liable to pay rent, or any amount payable to the Lessor in respect of outgoings or other charges, that is attributable to a period during which the Premises cannot be used or are inaccessible due to that damage. If the Premises are still useable but their useability is diminished due to the damage, the Lessee's liability for rent and any amount for outgoings attributable to a period during which useability is diminished will be reduced in proportion to the reduction in useability caused by the damage. Notwithstanding the above, the Lessee is not relieved of its obligations if the damage results from the wrongful act or negligence of the Lessee or an employee, sub-tenant, contractor invitee agent or person on the Premises by lawful licence of the Lessee. The Lessor may notify the Lessee in writing that the Lessor considers that the damage is such as to make its repair impracticable or undesirable, in which case the Lessor or the Lessee may terminate this lease by giving not less than 7 days notice in writing to the other and no compensation shall be payable in respect of that termination. If the Lessor fails to repair the damage within a reasonable time after the Lessee requests the Lessor in writing to do so, the Lessee may terminate this lease by giving not less than 7 days notice in writing of termination to the Lessor. Nothing in this clause affects the right of the Lessor to recover damages from the Lessee in respect of damage to which the terms of this clause apply.

4.3 Holding over

In the event of the Lessee holding over after the expiration or sooner determination of this lease with the consent of the Lessor, the Lessee shall become a monthly tenant only of the Lessor, which tenancy may be terminated by one month's prior notice in writing expiring at any time, at a monthly rent equivalent to the monthly rent payable at the expiration or sooner determination of this lease (plus 5%) and otherwise on the same terms as this lease insofar as the same are applicable to a monthly tenancy.

4.4 Renewal

On the written request of the Lessee made not less than 6 months before the expiration of the then current term of this lease and provided that there shall not at the time of such request be any breach by the Lessee of this lease and provided further that in the twelve month period prior to such request the Lessee has not been in persistent breach of this lease, the Lessor may at its absolute discretion grant or deny to the Lessee an extension of this lease for the relevant renewed term (if any) specified in item 5 of the schedule but on the same terms as this lease (excluding this renewal clause if there is no further renewed term specified in item 5 of the schedule). Time shall be of the essence in respect of this renewal clause.

4.5 Rent review

The rent shall be reviewed on the date or dates specified in item 6 of the schedule by the method or methods specified in item 7 of the schedule.

4.6 Waiver

No waiver by the Lessor of one breach of any term of this lease contained or implied shall operate as a waiver of another breach of the same or any other such term as aforesaid and if the Lessor shall become entitled to determine this lease under the terms for re-entry herein contained the receipt of rent by the Lessor or the doing or omission of any act or thing whatsoever by the Lessor or any agent or employee of the Lessor (which but for this term would or might amount to a waiver of the Lessor's rights in respect of any such breach or default) before or after the happening of the same shall not operate as nor be deemed to be a waiver in any way of the Lessor's rights and powers in respect of any such breach or default, rule of law or equity notwithstanding anything to the contrary.

4.7 Entire agreement

The terms of this lease (together with any disclosure statement served by the Lessor on the Lessee) comprise the whole of the agreement between the parties and the parties expressly agree and declare that no further or other terms whether in respect of the Premises or otherwise shall be deemed to be implied herein or to arise between the parties by way of collateral or other agreement by reason of any promise representation warranty or undertaking given or made by either party to the other on or prior to the execution hereof and the existence of any such implication or collateral or other agreement is hereby negated.

4.8 Redevelopment – Not Applicable

4.9 Subdivision- Not Applicable

4.10 Sale by Lessor

4.10.1 If the Lessor sells all or part of the fee simple in the Land, the Lessor may require the Lessee to execute a deed with the Lessor and the Purchaser. The deed must be prepared and stamped by the Lessor's solicitors, at the Lessor's cost. By that deed the Lessee agrees with the purchaser to perform all the Lessee's obligations under this lease on and from the date of transfer to the purchaser ("date of transfer"), the purchaser agrees with the Lessor and separately agrees with the Lessee that on and from the date of transfer the purchaser to perform all the Lessor's obligations under this lease and the Lessee releases the Lessor from performance of the Lessor's obligations under this lease arising on and from the date of transfer.

4.10.2 If the Lessor sells all or part of the fee simple in the Land and the Lessor does not require the Lessee to execute the above deed, at any time after the date of transfer the purchaser may require the Lessee to execute a deed with the purchaser. The deed must be prepared and stamped by the purchaser's solicitors, at the purchaser's cost. By that deed, the Lessee agrees with the purchaser to perform all the Lessee's obligations under this lease on and from the date of transfer, and the purchaser agrees with the Lessee to perform all the Lessor's obligations under this lease on and from the date of transfer.

4.11 Electricity supply

Save to the extent caused or contributed to by the Lessor's negligence, the Lessor shall not be liable to the Lessee for any failure of electricity supply to the Premises. If at any time either before or during the Term of this lease the Lessor and the Lessee enter into an agreement for the supply by the Lessor to the Lessee of electricity in respect of the Premises, then the terms of such agreement shall apply notwithstanding any contrary term of this lease and any breach by the Lessee of that agreement shall be deemed to be a breach by the Lessee of this lease. In the absence of any such agreement (and only then), the following terms shall apply.

4.11.1 If at the commencement date of this lease (or any time thereafter) the Lessor supplies electricity to the Premises, the Lessee must pay the Lessor for all such electricity at such rate as the parties may agree from time to time and in the absence of such agreement at the maximum rate prescribed for like premises by the Regulations.

4.11.2 Notwithstanding clause 4.11.1 (and subject to any contrary agreement between the parties), there is no obligation on the Lessor to supply or continue to supply electricity to the Lessee or the Premises and upon giving at least 60 days prior written notice to the other either:-

4.11.2.1 the Lessor may elect to cease supplying electricity to the Lessee or the Premises; or

4.11.2.2 the Lessee may elect to cease purchasing electricity from the Lessor.

4.11.3 If either the Lessor elects to cease supplying electricity to the Lessee or the Premises or the Lessee elects to cease purchasing electricity from the Lessor in accordance with clause 4.11.2, the Lessee must on or before the time at which such supply and purchase is to cease (pursuant to the notice given in accordance with clause 4.11.2):

4.11.3.1 enter into a contract to purchase electricity for the Premises from a retailer of electricity licensed under the Electricity Act ("electricity retailer") of the Lessee's choice;

4.11.3.2 ensure that any such contract contains a term that the electricity retailer must provide details to the Lessor concerning the Lessee's consumption of electricity in or in relation to the Premises and such other information to enable the Lessor to calculate the Lessee's required contribution (if any) to external network charges (as detailed below); and

4.11.3.3 install at no cost to the Lessor such new or additional equipment and meters as may reasonably be necessary to supply and record the supply of electricity to the Premises.

The Lessee's obligations under clauses 4.11.3.1 to 4.11.3.3 inclusive will also apply if prior to or at the commencement date of this lease the Lessee elects to purchase electricity from an electricity retailer of its choice.

4.11.4 If the Lessee is supplied electricity via an Inset Network (as defined in the Regulations) and the Lessor is charged external network charges in respect of the supply of electricity to the Lessee or the Premises, then the Lessee must pay to the Lessor all external network charges applicable to its consumption of electricity in the Premises.

4.11.5 If at the commencement date of this lease the Lessee purchases electricity from the Lessor and during the Term of this lease the Lessee exercises its right to purchase electricity from an electricity retailer of its choice, then the Lessor may at the next rent review date increase the rent to take into account all additional costs and losses incurred by the Lessor as a result of the Lessee purchasing electricity from an electricity retailer of its choice. Such costs and losses may include, but are not limited to, lost margins on reselling electricity and additional administration costs.

4.11.6 All amounts payable by the Lessee to the Lessor under this clause 4.11 are payable within 14 days of demand.

4.11.7 In this clause 4.11, reference to the Electricity Act means the Electricity Act 1996 as varied from time to time, reference to the Regulations means the Electricity (General) Regulations 1997 as varied from time to time and reference to external network charges means the costs payable by the Lessor from time to time to the operator of the electricity distribution network to which the Land is connected on account of the use of that network to deliver electricity to the Land and/or the Premises.

4.12 Early occupation

In the event that the Lessor allows the Lessee to take occupation of the Premises prior to the commencement date of this lease, then it is expressly agreed that in respect of such period of occupation the Lessor and the Lessee shall be bound in contract by all the terms of this lease other than in respect of the terms to pay rent and, if applicable, outgoings.

5 DEFAULT

5.1 Essential terms

Clauses 2.1, 2.2, 2.3, 2.5, 2.6, 2.8, 2.10, 2.12, 2.14, 2.15, 2.20, 2.25, 2.26, 2.31, 4.11, 6.9 and 7 are essential terms of this lease and the Lessor may at its option treat any breach or default by the Lessee in the due observance or performance by the Lessee of its duties and obligations thereunder as a repudiation by the Lessee of this lease.

5.2 Re-entry

If:

5.2.1 the rent hereby reserved or any part of such rent or any other moneys payable pursuant to the terms of this lease shall be unpaid for a space of 14 days after any of the days on which the same was due (although no formal or legal demand shall have been made for the same);

5.2.2 the Lessee commits permits or suffers to occur any breach or default in the due and punctual observance and performance of any of the terms of this lease;

5.2.3 (the Lessee being a company) an order is made or resolution is effectively passed for the winding up of the Lessee (except for the purpose of reconstruction or amalgamation with the written consent of the Lessor) or a receiver and/or administrator is appointed to the Lessee or if the Lessee goes into liquidation or makes an assignment for the benefit of or enters into an arrangement or composition with its creditors or stops payment or is unable to pay its debts within the meaning of any statute relating to companies;

5.2.4 the Lessee or any one or more of the Lessees commits an act of bankruptcy pursuant to any statute; or

5.2.5 the Lessee or any one or more of the Lessees or a guarantor of the Lessee is convicted of an offence punishable with imprisonment other than a road traffic offence or if execution is levied against the Lessee and not discharged within 14 days;

then and in any one or more of such events, the Lessor at any time thereafter shall have the right to re-enter and take possession of the Premises but without prejudice to any right of action or other remedy which the Lessor has or might otherwise have for arrears of rent or breach of covenant or for damages as a result of any such event, and thereupon the Lessor shall be freed and discharged from any action suit claim or demand by or obligation to the Lessee under or by virtue of this lease.

5.3 Waiver

In respect of the Lessee's obligation to pay rent the acceptance by the Lessor of arrears or of any late payment of rent shall not constitute a waiver of the essentiality of the Lessee's obligation to pay rent in respect of those arrears or of the late payments or in respect of the Lessee's continuing obligation to pay rent during the Term.

5.4 Damages

The Lessee hereby agrees to compensate the Lessor in respect of any breach of any term of this lease and the Lessor is entitled to recover damages from the Lessee in respect of such breach. The Lessor's entitlement under this clause is in addition to any other right remedy or entitlement to which the Lessor is entitled (including the right to re-enter and terminate this lease) and shall not be prejudiced by the exercise of the right of re-entry. If the Lessee fails to remedy any breach having received from the Lessor notice giving a reasonable period to so remedy, then the Lessor may access the Premises and act to remedy such breach and all costs incurred by the Lessor in so remedying shall be payable by the Lessee to the Lessor on demand as damages.

5.5 Costs and expenses

The costs of and incidental to the recovery of rent due and unpaid interest thereon and the Lessor's costs and expenses incurred by remedying or attempting to remedy any breach of this lease by the Lessee, including but without limiting the generality of the same the Lessor's legal fees on the basis of solicitor and own client and the amount paid by the Lessor by way of damages and penalties resulting from such breach whether by law or otherwise, shall be deemed to be and it is hereby agreed that they shall be treated as rent falling due and payable on the date on which such rent interest costs expenses wages charges damages or penalties become due and owing, attaching to such deemed rent the Lessor's rights and remedies under this lease expressed or implied by law or statute for the recovery of rent.

5.6 Repudiation

In the event that the Lessee's conduct (whether by way of action or omission) constitutes a repudiation of this lease (or of the Lessee's obligations under this lease) or constitutes a breach of any term of this lease:

5.6.1 the Lessee agrees to compensate the Lessor for the loss or damage suffered by the Lessor by reason of the repudiation or breach;

5.6.2 the Lessor shall be entitled to recover damages against the Lessee in respect of the repudiation or breach of term for the damage suffered by the Lessor during the entire Term of this lease;

5.6.3 the Lessor's entitlement to recover damages shall not be affected or limited if the Lessee shall abandon or vacate the Premises, if the Lessor shall elect to re-enter or to terminate this lease, if the Lessor shall accept the Lessee's repudiation, or if the parties' conduct shall constitute a surrender by operation of law;

5.6.4 the Lessor shall be entitled to institute legal proceedings claiming damages against the Lessee in respect of the entire Term of this lease including the periods before and after the Lessee 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 5.6.3 whether the proceedings are instituted before or after such conduct;

5.6.5 in the event of the Lessee vacating the Premises whether with or without the Lessor's consent the Lessor shall be obliged to take reasonable steps to mitigate the Lessor's 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 clause. The Lessor's conduct in pursuance of the duty to mitigate damages shall not by itself constitute acceptance of the Lessee's breach repudiation or surrender by operation of law; and

5.6.6 the Lessor may enter into and take possession of the Premises in the name of the whole and may eject the Lessee, any sub-tenant, licensee or occupier of or under the Lessee and all other persons thereon without terminating this lease and the Lessor may then hold and retain possession of the same until each breach by the Lessee has been remedied but in all other respects the terms of this lease, including the payment of rent, shall continue in full force and effect unless and until this lease expires or is otherwise terminated.

5.7 Landlord and Tenant Act

In the case of a breach of any term of this lease the notice to the Lessee to be given pursuant to Section 10 of the Landlord and Tenant Act 1936 shall provide that the period of 14 days is the time within which the Lessee is to remedy any such breach or default if it is capable of remedy or to make reasonable compensation in money to the satisfaction of the Lessor.

6 MISCELLANEOUS

6.1 No warranty

The Lessee acknowledges and declares that no promise representation warranty assurance or undertaking has been given by the Lessor in respect of the suitability of the Premises for the Permitted Use or for any particular purpose.

6.2 Lessor's work

In the event that the Lessor is required by any statute to carry out structural work to the Premises (for which the lessee is not responsible) the rent otherwise payable by the Lessee pursuant to this lease as at the date of completion of such work shall be increased by an amount equivalent to 9% of the amount certified in writing by an architect nominate by the Lessor to be completed value of such work

6.3 Resumption

It is hereby mutually agreed and expressly declared between the parties that in the event that the Lessor shall receive notice of any proposed resumption or acquisition of the Premises pursuant to any statute neither the Lessor nor the Lessee shall have any claim against the other for any breach of any term of this lease which breach is as a direct result of such resumption or acquisition.

6.4 Reservations

The Lessor hereby reserves to the Lessor and the Lessor's employees and licensees and to all other persons granted similar rights whether before or after the date of this lease the free and uninterrupted passage of gas water and electricity through and along the pipes and wires and drains which now are and may at any time hereafter be on or under or passing through the Premises with power to the Lessor its employees agents and workmen and other persons authorised by the Lessor at all reasonable times to enter into and upon the Premises for the purpose of inspecting or installing repairing and/or cleansing replacing or altering the said pipes wires and drains and also for the purpose of painting inspecting repairing and/or cleaning the exterior walls and the roof of the Premises and of the building of which the Premises form part as well as for any other purpose. In the exercise of any such rights and powers there shall be caused to the Lessee and the Premises as little disturbance and damage respectively as is practicable and that all such inspections and works shall be carried out without undue delay and the Lessor shall restore and make good any damage so caused to the Premises.

6.5 Services

Notwithstanding any implication or rule of law to the contrary the Lessor shall not in any circumstances be liable to the Lessee for any loss or damage suffered by the Lessee as a result of any malfunction failure to function or interruption of or to any Services or the blockage of any sewers wastes drains gutters downpipes or storm water drains from any cause whatsoever.

6.6 No partnership

Nothing contained herein shall be deemed or construed by the parties nor by any third party as creating the relationship of partnership or of principal and agent or of joint venture between the parties it being understood and agreed that neither the method of computation of rent nor any act of the parties shall be deemed to create any relationship between the parties other than the relationship of lessor and lessee upon the terms only of this lease.

6.7 Consent of lease parties

Any consent or approval required by this lease shall (unless otherwise expressed) mean prior consent in writing which consent shall not be unreasonably withheld and the party requesting such consent shall pay the other party's reasonable costs arising from such request.

6.8 Consent of mortgagee

If any consent approval or permission may be required from any mortgagee or encumbrancee pursuant to such mortgages and encumbrances described on page 1 of this lease or any term of this lease then such consent approval or permission shall be applied for by the Lessor, provided that if the consent approval or permission is overlooked or is not obtained by reason of any inadvertence by the Lessor then neither the Lessor nor the Lessee shall seek to avoid or set aside this lease or any of the terms of this lease nor to prevent the same from coming into effect.

6.9 Goods and services tax

All amounts expressed in this lease are expressed exclusive of GST. Any amount payable under this lease which attracts GST, is deemed to be increased by the then amount of the GST and the person due to make such payment shall pay such increase at the time the said amount is due.

6.10 Notices

Any notice given under this lease must be in writing. Without rendering ineffective any other means of service, any notice served by the Lessor at the Premises or sent by pre-paid post to the address of the Premises, shall be deemed to be served on the Lessee.

6.11 Acknowledgments

The Lessee acknowledges that:

6.11.1 as soon as negotiations were entered into concerning this lease the Lessor or a person on behalf of the Lessor made available to the Lessee a copy of the proposed lease in compliance with section 11 of the Act;

6.11.2 prior to entering into this lease a disclosure statement was provided to the Lessee in compliance with section 12 of the Act; and

6.11.3 prior to the Lessee entering into this lease a notice under section 18(2) and Regulation 7 of the Act was served on and drawn to the attention of the Lessee which notice confirms that the Lessor does not warrant that the Premises will for the duration of this lease be structurally suitable for the type of business that the Lessee intends to carry on at the Premises.

7 SPECIAL CONDITIONS

The special conditions (if any) specified in item 11& 12 of the schedule shall form part of this lease and shall prevail over any other term of this lease to the extent of any inconsistency.

DISCLOSURE STATEMENT

INFORMATION FOR LESSEES

Please read the following information carefully.

What is a lease?

A lease is a very important document. It is a legally binding contract between the Lessor (landlord) and the lessee (tenant). It sets out the rights and obligations of the Lessor and the lessee.

A document that binds the lessee to enter into a lease or to take a shop on lease for a renewed term should be treated as if it were the lease.

What should I look for in a lease?

The main features to consider are:

The term of the lease;

- Whether there is an option to renew or extend the lease (and the method of exercising any such option);
- The rent and the basis for rent reviews;
- The amounts that the lessee will have to pay in addition to rent eg: fit out costs, maintenance and repair costs and shared operating expenses;
- The consequences of breaching a term of the lease.

Make sure you read the whole document and understand the obligations it will place on you, especially the extra charges in addition to rent that you will have to pay.

What information is the Lessor required to give me?

The Lessor must give you a copy of the proposed lease and this disclosure statement. The disclosure statement must contain the matters set out in Section 12 of the *Retail & Commercial Leases Act 1995*.

What should I do before signing a lease or other binding document?

Do not sign until you understand exactly what your obligations under the lease will be.

Before signing a lease or other binding documents, you should obtain independent legal and financial advice.

- o You should discuss the lease (or any agreement for a lease) and the disclosure statement with your own lawyer or leasing advisor.
- o You should seek advice about the financial commitments under the lease from your own accountant or recognized financial or business advisor.
- o You should also seek advice from an association representing the interests of lessees.

Before signing a lease or other binding document, oral representations made by the Lessor or the Lessor's agent on which you have relied should be reduced to writing and signed by or on behalf of the Lessor.

Before signing a lease or other binding document, the lessee should sign an acknowledgement of receipt of the disclosure statement.

ACKNOWLEDGEMENT OF RECEIPT OF DISCLOSURE STATEMENT

I received a disclosure statement under section 12 of the *Retail & Commercial Leases Act 1995*.

on the date noted below

from G & C Carr Pty Ltd A.C.N. 608 943 85 [name of Lessor]
27 Braemar Road Torrens Park SA 5062

relating to 17b Byre Avenue Somerton Park SA 5044

[address/description of shop]

Lessee Dine Catering Pty Ltd A.C.N. 130 356 455

[name of Lessee]

of 17B Byre Avenue Somerton Park SA 5044

[address of Lessee]

.....
Signature of Lessee-

Sole Director /Secretary -

.....
Date

5/1/16

.....

.....
Date

5/1/16

- 3 -

Shop details

1. Shop to be leased: Whole of 17b Byre Avenue Somerton Park SA 5044
2. Lettable area of shop: approx Whole of Land in Title 338 sqm Approx.
3. The shop may be used only for the following purposes: Office, Cooking, Catering and Associated Activities of the Lessee
4. *[tick one box]*

☐ The shop is a retail shopping centre within the meaning of the *Retail & Commercial Leases Act 1995*. See Appendix B for details.

☒ The shop is not in a retail centre within the meaning of the *Retail & Commercial Leases Act 1995*.

Lessor details

5. *[tick one box and fill in details if required]*

☒ The Lessor is the owner of the shop.

☐ The Lessor leases the shop. The following rights and obligations of the lessor under the Lessor's lease are relevant to the proposed lease:

.....

.....

.....

Term of Lease and renewal or extension

NOTE: Part 4A of the *Retail & Commercial Leases Act 1995* contains provisions that govern the term and renewal of certain leases. In some circumstances, Division 3 of Part 4A provides of preferential right or renewal of a lease of a shop in a shopping centre entered into on or after 6 October 1997.

5. Term of Lease: 1st January 2016 to 31st December 2021

7. [tick one box and fill in details if required]

☐

There is not right to renew or extend the term of the lease.

☒

The lessee has a right to renew or extend the term of the lease as follows

Two(2) Rights of renewal each of Five(5) Years

Lessee's access to shop

8. The lessee will have access to the shop during the following hours that fall outside trading hours:

No Restrictions by Lessor – subject to council by laws.

9. The shop will be available for occupation by the lessee on: 1st January 2016

Legal consequences of breach of lease

10. The legal consequences of breach of a term of the lease are set out in the following clauses of the lease:

Refer to attached draft lease.

The consequences of early termination of the lease by the lessee are as follows:

Refer to attached draft lease.

The consequences of other breaches are as follows:

Refer to attached draft lease.

[give brief descriptions]

Monetary obligations of lessee

11. The lessee's obligations to pay rent, capital expenditure, outgoings and other monetary amounts are set out in Appendix A.

12.

IMPORTANT NOTICE

EXCLUSION OF WARRANTY OF FITNESS FOR PURPOSE

Retail and Commercial Lease Act 1995: Section 18 Retail and Commercial Leases

Regulations 1995: Regulation 7

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

DATE:

5/1/16 *G Carr*

Lessor:

[Signature]

FOR AND ON BEHALF OF LESSOR- G & C Carr Pty Ltd

APPENDIX A: MONETARY OBLIGATIONS OF LESSEE

PART 1 – RENT

1. The base rent payable for the shop under the lease is: Fifty Thousand Four Hundred Dollars and 00 Cents per annum (\$50,400.00)
2. The base rent may be changed on the following basis:
The rent will be reviewed on
1/1/2017,1/1/2018,1/1/2019,1/1/2020,1/1/2021,1/1/2022,1/1/2023,1/1/2024,1/1/2025,1/1/2026,1/1/2027,1/1/2028,1/1/2029,1/1/2030 as per the lease.
3. The following rent calculated on the following basis is also payable under the lease:
BY CPI based on previous year's
rental,1/1/2017,1/1/2018,1/1/2019,1/1/2020,1/1/2022,1/1/2023,1/1/2024,1/1/2025,1/1/2027,1/1/2028,1/1/2029,1/1/2030 with a Market review at 1/1/2021,1/1/2026 each Renewal period and thereafter based on the previous year's rental as required by the Lessor

PART 2 – CAPITAL EXPENDITURE

[tick the appropriate box or boxes and include the relevant attachments as required]

- ☐ making good damage to the premises arising when the lessee is in possession or entitled to possession of the premises
- ☐ fitting or refitting the shop – see attachment marked "..." for details *[sufficient details to enable lessee to obtain an estimate of the likely cost of complying with the obligation must be disclosed];*
- ☐ contributions to a sinking fund to cover major items or repair or maintenance – see attachment marked "..." for details *[reasonable details of the lessee's obligations must be disclosed];*

PART 3 – OUTGOINGS

1. The **Lessee** will be liable to pay or reimburse the following categories of outgoings:

Category of outgoings	Estimate of lessee's annual liability
Local government rates and charges (whole)-Approx	\$ 2611.05 per year
Electricity	\$ per year By use by lessee
Gas and oil	\$ by lessee per year
Water and sewerage – Excluding Water Use Approx	\$ 1371.52 per year
Sewerage disposal and sullage	\$ per year
Energy management systems	\$ per year
Air conditioning/ventilation	\$ by lessee per year
Building intelligence and emergency systems	\$ per year
Fire protection	\$ per year
Security	\$ 00.00 by lessee per year
Lifts and escalators	\$ per year
Public address/music	\$ per year
Signs	\$ per year
Public telephones	\$ per year
Insurance P/A If tenants activities other than permitted use increase premium tenants to pay the additional premium only(in strata fee)	\$ per year by lessee
Pest control	\$ 0.00 per year
Contract fees	\$ per year
Car parking	\$ per year
Plumbing	\$ per year
Gardening	\$ per year
Cleaning	\$0.00 per year
Audit fees	\$ 0.00 per year
Rubbish removal	\$ per year
Management costs/Community Corp	\$tba per year
Maintenance and repairs – electrical	\$ per year
Maintenance and repairs – general	\$ 0.00 per year
Emergency Services Levy Administration-Approx	\$907.20 per year
Land Tax	\$0.00
GST	\$ 488.98 per year
Total Outgoings for Whole	\$ 5378.75 per year
TOTAL 100.00%= your liability approx	\$ 5378.75 per year

2. [tick one box and fill in details if required]

☐

The Lessee is liable for the full amount of the outgoings.

☒

The Lessee is liable for a proportion of the outgoings calculated according to the following formula:

Area 100.00% of total buildings outgoings

3. [tick one box and fill in details if required]

☐

The amount the Lessee is required to pay towards outgoings does not include a margin of profit for the Lessor.

☐

The amount the Lessee is required to pay towards outgoings includes a margin for profit for the Lessor as follows:

Not Applicable

[the percentage profit or the basis on which the profit is to be calculated must be disclosed]

PART 4 – OTHER MONETARY OBLIGATIONS

[tick one box and fill in details if required]

☐

The Lessee will not be liable for any other kinds of monetary obligations.

☒

The Lessee will also be liable for the following kinds of monetary obligations:

Monies payable herein, which are in respect of "taxable supplies" pursuant to A New Tax System (Goods and Services Tax) Act 1999 and related legislation (as amended, substituted and or similar legislation from time to time hereafter referred to as "the GST"), where the supplier is registered or required to be Registered for the GST, will attract the GST (as at the commencement of this lease being at the rate of 10% of the value of the supply) the amount for which shall be payable by the recipient of the supply to the supplier at the same time the said monies are so payable. Any increase in the rate of the GST from time to time shall automatically apply to such taxable supplies. The said supplier shall provide to the recipient of the supply a tax invoice in respect of any such supply made in accordance with this lease as and when required by the GST. The Lessee will also be liable for all additional costs incurred in the recovery of any arrears.

CONSENTS OF MORTGAGEES AND SECTION 32 DEVELOPMENT ACT 1993 CERTIFICATION
THIS LEASE DOES NOT CONTRAVENE SECTION 32 OF THE DEVELOPMENT ACT 1993

THE LESSOR DOES NOT WARRANT THE PREMISES ARE STRUCTURALLY ADEQUATE OR THAT THE LOCAL
GOVERNMENT ZONING IS SUITABLE FOR THE INTENDED BUSINESS OF THE LESSEE.

DATED 5th January 2016

EXECUTION

EXECUTED BY THE LESSOR G & C CARR PTY LTD A.C.N. 608 943
835 BY AUTHORITY OF THE DIRECTOR(S) AND IN ACCORDANCE
WITH THE CORPORATIONS ACT

IN THE PRESENCE OF

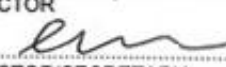
+ 
.....
DIRECTOR


.....
DIRECTOR/SECRETARY

EXECUTED BY THE LESSEE DINE CATERING PTY LTD A.C.N. 130
356 455 BY AUTHORITY OF THE DIRECTOR(S) AND IN
ACCORDANCE WITH THE CORPORATIONS ACT

IN THE PRESENCE OF

- 
.....
DIRECTOR


.....
DIRECTOR/SECRETARY

LANDS TITLES REGISTRATION
OFFICE
SOUTH AUSTRALIA

MEMORANDUM OF LEASE

FORM APPROVED BY THE REGISTRAR-GENERAL

**BELOW THIS LINE FOR OFFICE &
STAMP DUTY PURPOSES ONLY**

RevenueSA - Stamp Duty - ABN 19 040 349 865 ©

RevNetID/PRA Bundle No: _____

Orig/Copy _____ of/with _____ copies

Consideration/Value/Security: \$ _____

SA Proportion (if applicable): \$ _____

SD: \$ _____ LTO Fees: \$ _____

Int: \$ _____ Pen/Add Tax: \$ _____

Signature: _____ Date: ____/____/____

Prefix
L
Series No

BELOW THIS LINE FOR AGENT USE ONLY

CERTIFIED CORRECT FOR THE PURPOSES
OF THE REAL PROPERTY ACT 1886

~~Registered Conveyancer/Applicant~~

TREVOR WHITE

AGENT CODE

Lodged by:

Correction to:

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

1

2

3

4

PLEASE ISSUE NEW CERTIFICATE(S) OF TITLE AS FOLLOWS

1

2

3

4

DELIVERY INSTRUCTIONS (Agent to complete)
PLEASE DELIVER THE FOLLOWING ITEM(S) TO THE
UNDERMENTIONED AGENT(S)

ITEM(S)	AGENT CODE

CORRECTION	PASSED
REGISTERED	
REGISTRAR-GENERAL	