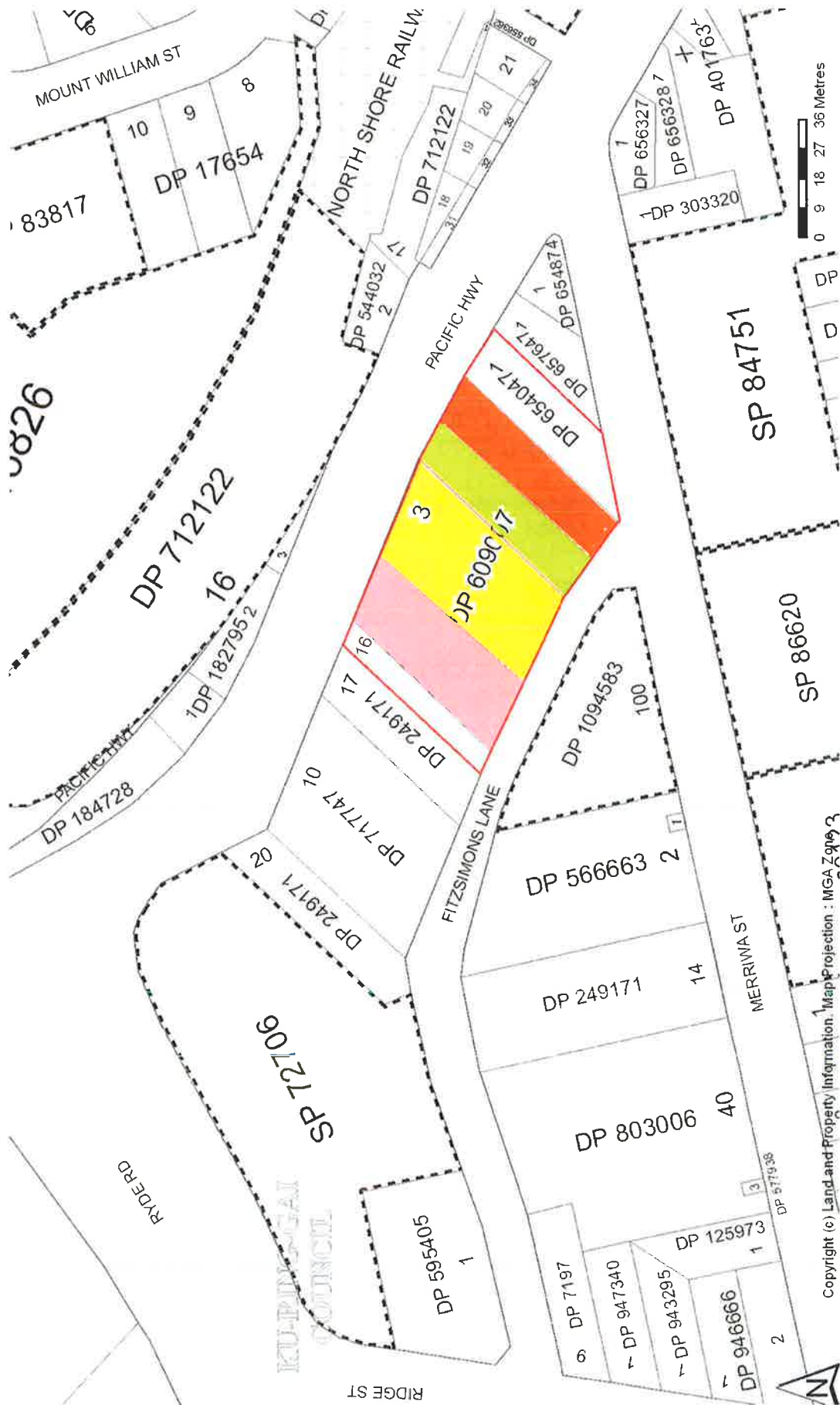


SITE PLAN



Disclaimer

While all due skill and care has been taken in the preparation of this report, SAI Global Property Division Pty Ltd does not warrant that its contents (that have been obtained from publicly available resources at a particular point in time) are accurate, complete, up to date or fit for any particular purpose

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH
-----FOLIO: 1/654047

SEARCH DATE	TIME	EDITION NO	DATE
22/10/2013	3:39 PM	9	5/10/2011

LAND

LOT 1 IN DEPOSITED PLAN 654047
AT GORDON
LOCAL GOVERNMENT AREA KU-RING-GAI
PARISH OF GORDON COUNTY OF CUMBERLAND
TITLE DIAGRAM DP654047

FIRST SCHEDULE

GEORGIO ALTOMONTE HOLDINGS PTY. LTD

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 AG537050 MORTGAGE TO AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

PRINTED ON 22/10/2013

* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register.

© State of New South Wales through Land and Property Information (2013)

SAI Global Property Division an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with section 96B(2) of the Real Property Act 1900.

212

Appn. No. _____
 Reference to _____
 Vol. _____ Fol. _____

New South Wales



at
 [CERTIFICATE OF TITLE]

CANCELLED

Register Book

Vol. 4651 Fol. 97

CANCELLED

subject nevertheless to the reservations and conditions, if any, contained in the Grant hereinafter referred to, and also subject to such encumbrances, liens and interests as are notified herein, in _____ piece of land situated

in the _____ Parish of _____ and County of _____

containing _____ or thereabouts

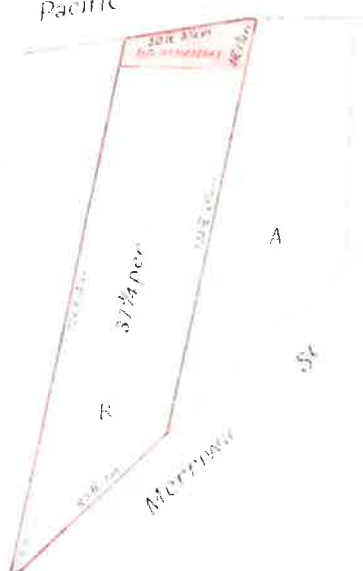
as shown in the Plan hereon and thereon edged red, being _____

In witness whereof I have hereunto signed my name and affixed my seal on this _____ day of _____ 1913.

Signed in the presence of _____

 Registrar General

Pacific Highway



We hereby MORTGAGE and demise from the said _____ to _____ and her heirs, assigns and assigns forever the _____

Produced and attested in presence of _____ 1913

at _____

 Registrar General

No C 893479, CAVEAT dated 16th April 1910 by the said _____, in force of an order of Court Produced 16th April 1910 and entered 1st May 1911 at 12 noon 1911.

Registrar General

We hereby MORTGAGE and demise from the said _____ to _____ and her heirs, assigns and assigns forever the _____

Produced and attested in presence of _____ 1913

at _____

 Registrar General

772108
 D 66007 4 Sept 47
 5 Sept 47 28th Land 47
 12
 J. H. Ellis

D 66008 4 Sept 47
 5 Sept 47 28th Land 47
 12
 J. H. Ellis

5 Sept 47 28th Land 47
 12
 J. H. Ellis

5 Sept 47 28th Land 47
 12
 J. H. Ellis

5 Sept 47 28th Land 47
 12
 J. H. Ellis

5 Sept 47 28th Land 47
 12
 J. H. Ellis

5 Sept 47 28th Land 47
 12
 J. H. Ellis

5 Sept 47 28th Land 47
 12
 J. H. Ellis

CP 13473
 4 Sept 47
 J. H. Ellis

The Commissioner for Customs and Excise
 28
 28th Land 47

J. H. Ellis

No. 112 5th Land 47
 28th Land 47

28th Land 47

5 Sept 47 28th Land 47
 12
 J. H. Ellis

28th Land 47

28th Land 47

5 Sept 47 28th Land 47
 12
 J. H. Ellis

FOR INFORMATION
 SEE FRONT

NEW SOUTH WALES

CERTIFICATE OF TITLE

REAL PROPERTY ACT, 1900, as amended.



11408127

Appin. No.4927

Prior Title Vol.4661 Fol. 97

Vol. **11408** Fol. **127**

Edition issued 25-8-1970

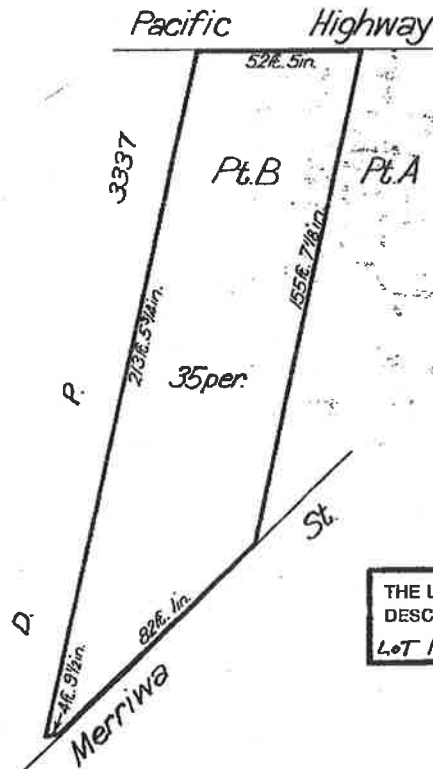
L945571

CANCELLED

I certify that the person described in the First Schedule is the registered proprietor of the undermentioned estate in the land within described subject nevertheless to such exceptions encumbrances and interests as are shown in the Second Schedule.

Witness

Registrar General.

PLAN SHOWING LOCATION OF LAND

THE LAND WITHIN
DESCRIBED IS

LOT 1 IN BP 654047

L945571. L.H.
A.B.

Scale: 40 feet to one inch.ESTATE AND LAND REFERRED TO

Estate in Fee Simple in the part of Lot B in plan lodged with Transfer No.C279532 (Filed as F.P.185738) shown in the plan hereon at Gordon in the Municipality of Ku-ring-gai Parish of Gordon and County of Cumberland being part of Portion 7 granted to John Terry Hughes on 29-2-1840.

FIRST SCHEDULE

~~LORTON PTY. LIMITED.~~

SECOND SCHEDULE

1. Reservations and conditions, if any, contained in the Crown Grant above referred to.

Registrar General

NOTE: ENTRIES RULED THROUGH AND AUTHENTICATED BY THE SEAL OF THE REGISTRAR GENERAL ARE CANCELLED.

WARNING: THIS DOCUMENT MUST NOT BE REMOVED FROM THE LAND TITLES OFFICE.

PERSONS ARE CAUTIONED AGAINST ALTERING OR ADDING TO THIS CERTIFICATE OR ANY NOTIFICATION HEREON

(Page 1) Vol. **11408** Fol. **127**

✓ 205 204 100
open.

[illegible]

NOTE: ENTRIES RULED THROUGH AND AUTHENTICATED BY SEAL OF THE REGISTRAR GENERAL ARE CANCELLED

CANCELLED

Vol 11408 Col. 127

INSTRUMENT		DATE	PARTICULARS	ENTERED	Signature of Registrar General	CANCELLATION
NATURE	NUMBER					
Lease	N777661	20-2-1974	of premises being the part of Ground Floor shop hatched black in plan lodged with Lease No. N777861 in building known as 870 Pacific Highway, Gordon, in the Australian Capital Territory, of Yarralumla in the Australian Capital Territory, Businesswoman	13-5-1974	<i>[Signature]</i>	Expired 19-2-1981
Lease	N814660	25-3-1973 28-3-1974	of part of ground floor premises known as 870 Pacific Highway Gordon, hatched black in plan annexed to Lease No. N814660 to Mar-Jean Enterprises Pty. Limited	19-6-1974	<i>[Signature]</i>	Expired 2-11-1976
Lease	P770020		of premises being Suite 2 on part of the first floor of the building known as 870 Pacific Highway, Gordon, shown hatched black in plan annexed to Lease No. P770020 to A.S.P. (Dryers) Pty. Ltd. Date of Expiry 30-4-1979 to Trade Credits Limited	5-10-1976	<i>[Signature]</i>	Expired 23-2-1984
Mortgage	P770022		of part of the ground floor premises known as 870 Pacific Highway, Gordon, as shown hatched black in plan annexed to Lease No. N814660, to Mar-Jean Enterprises Pty. Limited. Date of Expiry 31-3-1979.	5-10-1976	<i>[Signature]</i>	Discharged Q26854
Lease	P920311		of premises known as Office No. 3, 1st Floor, 870 Pacific Highway, Gordon, together with rights and option of renewal, to The Commonwealth of Australia. Expires 30-6-1984.	22-11-1976	<i>[Signature]</i>	Expired 19-2-1981
Lease	B384628		to Australian Building Co. Pty. Limited of premises being Shop No. 1, Ground Floor, 870 Pacific Highway, Gordon, together with an option of renewal. Expires 13-8-1983.	23-8-1979	<i>[Signature]</i>	Expired 5.1.1982
Lease	S409392		to the Commonwealth of Australia of premises known as Office No. 3, 1st Floor, 870 Pacific Highway, Gordon, with Option of Renewal together with and Reserving Rights. Expires: 30.6.1984. Registered 5.1.1984.	19-2-1981	<i>[Signature]</i>	Expired 17.10.85
Lease	3841874		to the Commonwealth of Australia of premises being the basement storeroom area of 870 Pacific Highway Gordon together with an option of renewal. Expires 30-9-1985. Registered 23-12-1982.		<i>[Signature]</i>	Expired 17.10.85
Lease	1355506		to Super 8 Services Pty. Limited of premises being Suite 4, 870 Pacific Highway, Gordon, together with an option of renewal. Expires 26-4-1985. Registered 1983.		<i>[Signature]</i>	Expired 17.10.85
Lease	1409353		to Super 8 Services Pty. Limited of premises being Suite 4, 870 Pacific Highway, Gordon, together with an option of renewal. Expires 26-4-1985. Registered 1983.		<i>[Signature]</i>	Expired 17.10.85
Lease	1409353		to Super 8 Services Pty. Limited of premises being Suite 4, 870 Pacific Highway, Gordon, together with an option of renewal. Expires 26-4-1985. Registered 1983.		<i>[Signature]</i>	Expired 17.10.85
Lease	1409353		to Super 8 Services Pty. Limited of premises being Suite 4, 870 Pacific Highway, Gordon, together with an option of renewal. Expires 26-4-1985. Registered 1983.		<i>[Signature]</i>	Expired 17.10.85
Lease	1409353		to Super 8 Services Pty. Limited of premises being Suite 4, 870 Pacific Highway, Gordon, together with an option of renewal. Expires 26-4-1985. Registered 1983.		<i>[Signature]</i>	Expired 17.10.85
Lease	1409353		to Super 8 Services Pty. Limited of premises being Suite 4, 870 Pacific Highway, Gordon, together with an option of renewal. Expires 26-4-1985. Registered 1983.		<i>[Signature]</i>	Expired 17.10.85
Lease	1409353		to Super 8 Services Pty. Limited of premises being Suite 4, 870 Pacific Highway, Gordon, together with an option of renewal. Expires 26-4-1985. Registered 1983.		<i>[Signature]</i>	Expired 17.10.85
Lease	1409353		to Super 8 Services Pty. Limited of premises being Suite 4, 870 Pacific Highway, Gordon, together with an option of renewal. Expires 26-4-1985. Registered 1983.		<i>[Signature]</i>	Expired 17.10.85
Lease	1409353		to Super 8 Services Pty. Limited of premises being Suite 4, 870 Pacific Highway, Gordon, together with an option of renewal. Expires 26-4-1985. Registered 1983.		<i>[Signature]</i>	Expired 17.10.85
Lease	1409353		to Super 8 Services Pty. Limited of premises being Suite 4, 870 Pacific Highway, Gordon, together with an option of renewal. Expires 26-4-1985. Registered 1983.		<i>[Signature]</i>	Expired 17.10.85
Lease	1409353		to Super 8 Services Pty. Limited of premises being Suite 4, 870 Pacific Highway, Gordon, together with an option of renewal. Expires 26-4-1985. Registered 1983.		<i>[Signature]</i>	Expired 17.10.85
Lease	1409353		to Super 8 Services Pty. Limited of premises being Suite 4, 870 Pacific Highway, Gordon, together with an option of renewal. Expires 26-4-1985. Registered 1983.		<i>[Signature]</i>	Expired 17.10.85
Lease	1409353		to Super 8 Services Pty. Limited of premises being Suite 4, 870 Pacific Highway, Gordon, together with an option of renewal. Expires 26-4-1985. Registered 1983.		<i>[Signature]</i>	Expired 17.10.85
Lease	1409353		to Super 8 Services Pty. Limited of premises being Suite 4, 870 Pacific Highway, Gordon, together with an option of renewal. Expires 26-4-1985. Registered 1983.		<i>[Signature]</i>	Expired 17.10.85
Lease	1409353		to Super 8 Services Pty. Limited of premises being Suite 4, 870 Pacific Highway, Gordon, together with an option of renewal. Expires 26-4-1985. Registered 1983.		<i>[Signature]</i>	Expired 17.10.85
Lease	1409353		to Super 8 Services Pty. Limited of premises being Suite 4, 870 Pacific Highway, Gordon, together with an option of renewal. Expires 26-4-1985. Registered 1983.		<i>[Signature]</i>	Expired 17.10.85
Lease	1409353		to Super 8 Services Pty. Limited of premises being Suite 4, 870 Pacific Highway, Gordon, together with an option of renewal. Expires 26-4-1985. Registered 1983.		<i>[Signature]</i>	Expired 17.10.85
Lease	1409353		to Super 8 Services Pty. Limited of premises being Suite 4, 870 Pacific Highway, Gordon, together with an option of renewal. Expires 26-4-1985. Registered 1983.		<i>[Signature]</i>	Expired 17.10.85
Lease	1409353		to Super 8 Services Pty. Limited of premises being Suite 4, 870 Pacific Highway, Gordon, together with an option of renewal. Expires 26-4-1985. Registered 1983.		<i>[Signature]</i>	Expired 17.10.85
Lease	1409353		to Super 8 Services Pty. Limited of premises being Suite 4, 870 Pacific Highway, Gordon, together with an option of renewal. Expires 26-4-1985. Registered 1983.		<i>[Signature]</i>	Expired 17.10.85
Lease	1409353		to Super 8 Services Pty. Limited of premises being Suite 4, 870 Pacific Highway, Gordon, together with an option of renewal. Expires 26-4-1985. Registered 1983.		<i>[Signature]</i>	Expired 17.10.85
Lease	1409353		to Super 8 Services Pty. Limited of premises being Suite 4, 870 Pacific Highway, Gordon, together with an option of renewal. Expires 26-4-1985. Registered 1983.		<i>[Signature]</i>	Expired 17.10.85
Lease	1409353		to Super 8 Services Pty. Limited of premises being Suite 4, 870 Pacific Highway, Gordon, together with an option of renewal. Expires 26-4-1985. Registered 1983.		<i>[Signature]</i>	Expired 17.10.85
Lease	1409353		to Super 8 Services Pty. Limited of premises being Suite 4, 870 Pacific Highway, Gordon, together with an option of renewal. Expires 26-4-1985. Registered 1983.		<i>[Signature]</i>	Expired 17.10.85
Lease	1409353		to Super 8 Services Pty. Limited of premises being Suite 4, 870 Pacific Highway, Gordon, together with an option of renewal. Expires 26-4-1985. Registered 1983.		<i>[Signature]</i>	Expired 17.10.85
Lease	1409353		to Super 8 Services Pty. Limited of premises being Suite 4, 870 Pacific Highway, Gordon, together with an option of renewal. Expires 26-4-1985. Registered 1983.		<i>[Signature]</i>	Expired 17.10.85
Lease	1409353		to Super 8 Services Pty. Limited of premises being Suite 4, 870 Pacific Highway, Gordon, together with an option of renewal. Expires 26-4-1985. Registered 1983.		<i>[Signature]</i>	Expired 17.10.85
Lease	1409353		to Super 8 Services Pty. Limited of premises being Suite 4, 870 Pacific Highway, Gordon, together with an option of renewal. Expires 26-4-1985. Registered 1983.		<i>[Signature]</i>	Expired 17.10.85
Lease	1409353		to Super 8 Services Pty. Limited of premises being Suite 4, 870 Pacific Highway, Gordon, together with an option of renewal. Expires 26-4-1985. Registered 1983.		<i>[Signature]</i>	Expired 17.10.85
Lease	1409353		to Super 8 Services Pty. Limited of premises being Suite 4, 870 Pacific Highway, Gordon, together with an option of renewal. Expires 26-4-1985. Registered 1983.		<i>[Signature]</i>	Expired 17.10.85
Lease	1409353		to Super 8 Services Pty. Limited of premises being Suite 4, 870 Pacific Highway, Gordon, together with an option of renewal. Expires 26-4-1985. Registered 1983.		<i>[Signature]</i>	Expired 17.10.85
Lease	1409353		to Super 8 Services Pty. Limited of premises being Suite 4, 870 Pacific Highway, Gordon, together with an option of renewal. Expires 26-4-1985. Registered 1983.		<i>[Signature]</i>	Expired 17.10.85
Lease	1409353		to Super 8 Services Pty. Limited of premises being Suite 4, 870 Pacific Highway, Gordon, together with an option of renewal. Expires 26-4-1985. Registered 1983.		<i>[Signature]</i>	Expired 17.10.85
Lease	1409353		to Super 8 Services Pty. Limited of premises being Suite 4, 870 Pacific Highway, Gordon, together with an option of renewal. Expires 26-4-1985. Registered 1983.		<i>[Signature]</i>	Expired 17.10.85
Lease	1409353		to Super 8 Services Pty. Limited of premises being Suite 4, 870 Pacific Highway, Gordon, together with an option of renewal. Expires 26-4-1985. Registered 1983.		<i>[Signature]</i>	Expired 17.10.85
Lease	1409353		to Super 8 Services Pty. Limited of premises being Suite 4, 870 Pacific Highway, Gordon, together with an option of renewal. Expires 26-4-1985. Registered 1983.		<i>[Signature]</i>	Expired 17.10.85
Lease	1409353		to Super 8 Services Pty. Limited of premises being Suite 4, 870 Pacific Highway, Gordon, together with an option of renewal. Expires 26-4-1985. Registered 1983.		<i>[Signature]</i>	Expired 17.10.85
Lease	1409353		to Super 8 Services Pty. Limited of premises being Suite 4, 870 Pacific Highway, Gordon, together with an option of renewal. Expires 26-4-1985. Registered 1983.		<i>[Signature]</i>	Expired 17.10.85
Lease	1409353		to Super 8 Services Pty. Limited of premises being Suite 4, 870 Pacific Highway, Gordon, together with an option of renewal. Expires 26-4-1985. Registered 1983.		<i>[Signature]</i>	Expired 17.10.85
Lease	1409353		to Super 8 Services Pty. Limited of premises being Suite 4, 870 Pacific Highway, Gordon, together with an option of renewal. Expires 26-4-1985. Registered 1983.		<i>[Signature]</i>	Expired 17.10.85
Lease	1409353		to Super 8 Services Pty. Limited of premises being Suite 4, 870 Pacific Highway, Gordon, together with an option of renewal. Expires 26-4-1985. Registered 1983.		<i>[Signature]</i>	Expired 17.10.85
Lease	1409353		to Super 8 Services Pty. Limited of premises being Suite 4, 870 Pacific Highway, Gordon, together with an option of renewal. Expires 26-4-1985. Registered 1983.		<i>[Signature]</i>	Expired 17.10.85
Lease	1409353		to Super 8 Services Pty. Limited of premises being Suite 4, 870 Pacific Highway, Gordon, together with an option of renewal. Expires 26-4-1985. Registered 1983.		<i>[Signature]</i>	Expired 17.10.85
Lease	1409353		to Super 8 Services Pty. Limited of premises being Suite 4, 870 Pacific Highway, Gordon, together with an option of renewal. Expires 26-4-1985. Registered 1983.		<i>[Signature]</i>	Expired 17.10.85
Lease	1409353		to Super 8 Services Pty. Limited of premises being Suite 4, 870 Pacific Highway, Gordon, together with an option of renewal. Expires 26-4-1985. Registered 1983.		<i>[Signature]</i>	Expired 17.10.85
Lease	1409353		to Super 8 Services Pty. Limited of premises being Suite 4, 870 Pacific Highway, Gordon, together with an option of renewal. Expires 26-4-1985. Registered 1983.		<i>[Signature]</i>	Expired 17.10.85
Lease	1409353		to Super 8 Services Pty. Limited of premises being Suite 4, 870 Pacific Highway, Gordon, together with an option of renewal. Expires 26-4-1985. Registered 1983.		<i>[Signature]</i>	Expired 17.10.85
Lease	1409353		to Super 8 Services Pty. Limited of premises being Suite 4, 870 Pacific Highway, Gordon, together with an option of renewal. Expires 26-4-1985. Registered 1983.		<i>[Signature]</i>	Expired 17.10.85
Lease	1409353		to Super 8 Services Pty. Limited of premises being Suite 4, 870 Pacific Highway, Gordon, together with an option of renewal. Expires 26-4-1985. Registered 1983.		<i>[Signature]</i>	Expired 17.10.85
Lease	1409353		to Super 8 Services Pty. Limited of premises being Suite 4, 870 Pacific Highway, Gordon, together with an option of renewal. Expires 26-4-1985. Registered 1983.		<i>[Signature]</i>	Expired 17.10.85
Lease	1409353		to Super 8 Services Pty. Limited of premises being Suite 4, 870 Pacific Highway, Gordon, together with an option of renewal. Expires 26-4-1985. Registered 1983.		<i>[Signature]</i>	Expired 17.10.85
Lease	1409353		to Super 8 Services Pty. Limited of premises being Suite 4, 870 Pacific Highway, Gordon, together with an option of renewal. Expires 26-4-1985. Registered 1983.		<i>[Signature]</i>	Expired 17.10.85
Lease	1409353		to Super 8 Services Pty. Limited of premises being Suite 4, 870 Pacific Highway, Gordon, together with an option of renewal. Expires 26-4-1985. Registered 1983.		<i>[Signature]</i>	Expired 17.10.85
Lease	1409353		to Super 8 Services Pty. Limited of premises being Suite 4, 870 Pacific Highway, Gordon, together with an option of renewal. Expires 26-4-1985. Registered 1983.		<i>[Signature]</i>	Expired 17.10.85
Lease	1409353		to Super 8 Services Pty. Limited of premises being Suite 4, 870 Pacific Highway, Gordon, together with an option of renewal. Expires 26-4-1985. Registered 1983.		<i>[Signature]</i>	Expired 17.10.85
Lease	1409353		to Super 8 Services Pty. Limited of premises being Suite 4, 870 Pacific Highway, Gordon, together with an option of renewal. Expires 26-4-1985. Registered 1983.		<i>[Signature]</i>	Expired 17.10.85
Lease	1409353		to Super 8 Services Pty. Limited of premises being Suite 4, 870 Pacific Highway, Gordon, together with an option of renewal. Expires 26-4-1985. Registered 1983.		<i>[Signature]</i>	Expired 17.10.85
Lease	1409353		to Super 8 Services Pty. Limited of premises being Suite 4, 870 Pacific Highway, Gordon, together with an option of renewal. Expires 26-4-1985. Registered 1983.		<i>[Signature]</i>	Expired 17.10.85
Lease	1409353		to Super 8 Services Pty. Limited of premises being Suite 4, 870 Pacific Highway, Gordon, together with an option of renewal. Expires 26-4-1985. Registered 1983.		<i>[Signature]</i>	Expired 17.10.85
Lease	1409353		to Super 8 Services Pty. Limited of premises being Suite 4, 870 Pacific Highway, Gordon, together with an option of renewal. Expires 26-4-1985. Registered 1983.		<i>[Signature]</i>	Expired 17.10.85
Lease	1409353		to Super 8 Services Pty. Limited of premises being Suite 4, 870 Pacific Highway, Gordon, together with an option of renewal. Expires 26-4-1985. Registered 1983.		<i>[Signature]</i>	Expired 17.10.85
Lease	1409353		to Super 8 Services Pty. Limited of premises being Suite 4, 870 Pacific Highway, Gordon, together with an option of renewal. Expires 26-4-1985. Registered 1983.		<i>[Signature]</i>	Expired 17.10.85
Lease	1409353		to Super 8 Services Pty. Limited of premises being Suite 4, 870 Pacific Highway, Gordon, together with an option of renewal. Expires 26-4-1985. Registered 1983.		<i>[Signature]</i>	Expired 17.10.85
Lease	1409353		to Super 8 Services Pty. Limited of premises being Suite 4, 870 Pacific Highway, Gordon, together with an option of renewal. Expires 26-4-1985. Registered 1983.		<i>[Signature]</i>	Expired 17.10.85
Lease	1409353		to Super 8 Services Pty. Limited of premises being Suite 4, 870 Pacific Highway, Gordon, together with an option of renewal. Expires 26-4-1985. Registered 1983.		<i>[Signature]</i>	Expired 17.10.85
Lease	1409353		to Super 8 Services Pty. Limited of premises being Suite 4, 870 Pacific Highway, Gordon, together with an option of renewal. Expires 26-4-1985. Registered 1983.		<i>[Signature]</i>	Expired 17.10.85
Lease	1409353		to Super 8 Services Pty. Limited of premises being Suite 4, 870 Pacific Highway, Gordon, together with an option of renewal. Expires 26-4-1985. Registered 1983.		<i>[Signature]</i>	Expired 17.10.85
Lease	1409353		to Super 8 Services Pty. Limited of premises being Suite 4, 870 Pacific Highway, Gordon, together with an option of renewal. Expires 26-4-1985. Registered 1983.		<i>[Signature]</i>	Expired 17.10.85
Lease	1409353		to Super 8 Services Pty. Limited of premises being Suite 4, 870 Pacific Highway, Gordon, together with an option of renewal. Expires 26-4-1985. Registered 1983.		<i>[Signature]</i>	Expired 17.10.85
Lease	1409353		to Super 8 Services Pty. Limited of premises being Suite 4, 870 Pacific Highway, Gordon, together with an option of renewal. Expires 26-4-1985. Registered 1983.		<i>[Signature]</i>	Expired 17.10.85
Lease	1409353		to Super 8 Services Pty. Limited of premises being Suite 4, 870 Pacific Highway, Gordon, together with an option of renewal. Expires 26-4-1985. Registered 1983.		<i>[Signature]</i>	Expired 17.10.85
Lease	1409353		to Super 8 Services Pty. Limited of premises being Suite 4, 870 Pacific Highway, Gordon, together with an option of renewal. Expires 26-4-1985. Registered 1983.		<i>[Signature]</i>	Expired 17.10.85
Lease	1409353		to Super 8 Services Pty. Limited of premises being Suite 4, 870 Pacific Highway, Gordon, together with an option of renewal. Expires 26-4-1985. Registered 1983.		<i>[Signature]</i>	Expired 17.10.85
Lease	1409353		to Super 8 Services Pty. Limited of premises being Suite 4, 870 Pacific Highway, Gordon, together with an option of renewal. Expires 26-4-1985. Registered 1983.		<i>[Signature]</i>	Expired 17.10.85
Lease	1409353		to Super 8 Services Pty. Limited of premises being Suite 4, 870 Pacific Highway, Gordon, together with an option of renewal. Expires 26-4-1985. Registered 1983.		<i>[Signature]</i>	Expired 17.10.85
Lease	1409353		to Super 8 Services Pty. Limited of premises being Suite 4, 870 Pacific Highway, Gordon, together with an option of renewal. Expires 26-4-1985. Registered 1983.		<i>[Signature]</i>	Expired 17.10.85
Lease	1409353		to Super 8 Services Pty. Limited of premises being Suite 4, 870 Pacific Highway, Gordon, together with an option of renewal. Expires 26-4-1985. Registered 1983.		<i>[Signature]</i>	Expired 17.10.85
Lease	1409353		to Super 8 Services Pty. Limited of premises being Suite 4, 870 Pacific Highway, Gordon, together with an option of renewal. Expires 26-4-1985. Registered 1983.		<i>[Signature]</i>	Expired 17.10.85
Lease	1409353		to Super 8 Services Pty. Limited of premises being Suite 4, 870 Pacific Highway, Gordon, together with an option of renewal. Expires 26-4-1985. Registered 1983.		<i>[Signature]</i>	Expired 17.10.85
Lease	1409353		to Super 8 Services Pty. Limited of premises being Suite 4, 870 Pacific Highway, Gordon, together with an option of renewal. Expires 26-4-1985. Registered 1983.		<i>[Signature]</i>	Expired 17.10.85
Lease	1409353		to Super 8 Services Pty. Limited of premises being Suite 4, 870 Pacific Highway, Gordon, together with an option of renewal. Expires 26-4-1985. Registered 1983.		<i>[Signature]</i>	Expired 17.10.85
Lease	1409353		to Super 8 Services Pty. Limited of premises being Suite 4, 870 Pacific Highway, Gordon, together with an option of renewal. Expires 26-4-1985. Registered 1983.		<i>[Signature]</i>	Expired 17.10.85
Lease	1409353		to Super 8 Services Pty. Limited of premises being Suite 4, 870 Pacific Highway, Gordon, together with an option of renewal. Expires 26-4-1985. Registered 1983.		<i>[Signature]</i>	Expired 17.10.85
Lease	1409353		to Super 8 Services Pty. Limited of premises being Suite 4, 870 Pacific Highway, Gordon, together with an option of renewal. Expires 26-4-1985. Registered 1983.		<i>[Signature]</i>	Expired 17.10.85
Lease	1409353		to Super 8 Services Pty. Limited of premises being Suite 4, 870 Pacific Highway, Gordon, together with an option of renewal. Expires 26-4-1985. Registered 1983.		<i>[Signature]</i>	Expired 17.10.85
Lease	1409353		to Super 8 Services Pty. Limited of premises being Suite 4, 870 Pacific Highway, Gordon, together with an option of renewal. Expires 26-4-1985. Registered 1983.		<i>[Signature]</i>	Expired 17.10.85
Lease	1409353		to Super 8 Services Pty. Limited of premises being Suite 4, 870 Pacific Highway, Gordon, together with an option of renewal. Expires 26-4-1985. Registered 1983.		<i>[Signature]</i>	Expired 17.10.85
Lease	1409353		to Super 8 Services Pty. Limited of premises being Suite 4, 870 Pacific Highway, Gordon, together with an option of renewal. Expires 26-4-1985. Registered 1983.		<i>[Signature]</i>	Expired 17.10.85
Lease	1409353		to Super 8 Services Pty. Limited of premises being Suite 4, 870 Pacific Highway, Gordon, together with an option of renewal. Expires 26-4-1985. Registered 1983.		<i>[Signature]</i>	Expired 17.10.85
Lease	1409353		to Super 8 Services Pty. Limited of premises being Suite 4, 870 Pacific Highway, Gordon, together with an option of renewal. Expires 26-4-1985. Registered 1983.		<i>[Signature]</i>	Expired 17.10.85
Lease	1409353		to Super 8 Services Pty. Limited of premises being Suite 4, 870 Pacific Highway, Gordon, together with an option of renewal. Expires 26-4-1985. Registered 1983.		<i>[Signature]</i>	Expired 17.10.85
Lease	1409353		to Super 8 Services Pty. Limited of premises being Suite 4, 870 Pacific Highway, Gordon, together with an option of renewal. Expires 26-4-1985. Registered 1983.		<i>[Signature]</i>	Expired 17.10.85
Lease	1409353		to Super 8 Services Pty. Limited of premises being Suite 4, 870 Pacific Highway, Gordon, together with an option of renewal. Expires 26-4-1985. Registered 1983.		<i>[Signature]</i>	Expired 17.10.85
Lease	1409353		to Super 8 Services Pty. Limited of premises being Suite 4, 870 Pacific Highway, Gordon, together with an option of renewal. Expires 26-4-1985. Registered 1983.		<i>[Signature]</i>	Expired 17.10.85
Lease	1409353		to Super 8 Services Pty. Limited of premises being Suite 4, 870 Pacific Highway, Gordon, together with an option of renewal. Expires 26-4-1985. Registered 1983.		<i>[Signature]</i>	Expired 17.10.85
Lease	1409353		to Super 8 Services Pty. Limited of premises being Suite 4, 870 Pacific Highway, Gordon, together with an option of renewal. Expires 26-4-1985. Registered 1983.		<i>[Signature]</i>	Expired 17.10.85
Lease	1409353		to Super 8 Services Pty. Limited of premises being Suite 4, 870 Pacific Highway, Gordon, together with an option of renewal. Expires 26-4-1985. Registered 1983.		<i>[Signature]</i>	Expired 17.10.85
Lease	1409353		to Super 8 Services Pty. Limited of premises being Suite 4, 870 Pacific Highway, Gordon, together with an option of renewal. Expires 26-4-1985. Registered 1983.		<i>[Signature]</i>	Expired 17.10.85
Lease	1409353		to Super 8 Services Pty. Limited of premises being Suite 4, 870 Pacific Highway, Gordon, together with an option of renewal. Expires 26-4-1985. Registered 1983.		<i>[Signature]</i>	Expired 17.10.85
Lease	1409353		to Super 8 Services Pty. Limited of premises being Suite 4, 870 Pacific Highway, Gordon, together with an option of renewal. Expires 26-4-1985. Registered 1983.		<i>[Signature]</i>	Expired 17.10.85
Lease	1409353		to Super 8 Services Pty. Limited of premises being Suite 4, 870 Pacific Highway, Gordon, together with an option of renewal. Expires 26-4-1985. Registered 1983.		<i>[Signature]</i>	Expired 17.10.85
Lease	1409353		to Super 8 Services Pty. Limited of premises being Suite			

RG 2/74

NOTE: ENTRIES RULED THROUGH AND AUTHENTICATED BY SEAL OF THE REGISTRAR GENERAL ARE CANCELLED

CERTIFICATE OF TITLE.

(C.)

New South Wales.

[App No. 4927] _____
[Reference to last Certificate] _____
[Vol. 2043] — Folio 88 — _____



(Order N° A 355034.)

REGISTER BOOK,

VOL. 2817 FOLIO 53

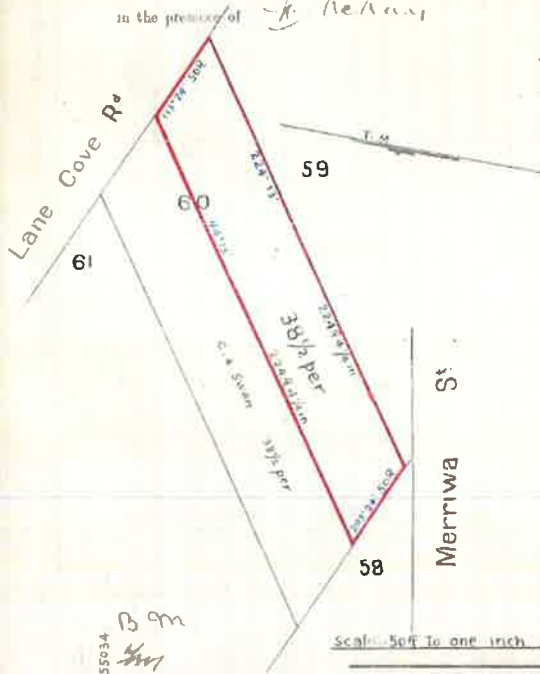
W.

David Rankin Swan, of Gordon Builder by virtue of Certificate of Title Volume 2043 Folio 88 now surrendered _____ is now the proprietor of an Estate in Fee Simple, subject nevertheless to the reservations and conditions, if any, contained in the Grant hereinafter referred to, and also subject to such encumbrances, liens, and interest as are notified hereon, in _____ That piece of land situated at Gordon in the Shire of Ku-ring-gai, Parish of Gordon, and County of Cumberland containing thirty eight and one half perches, or thereabouts, as shown on the Plan hereon, and therein edged red, being part of Lot 60 on a Plan deposited in the Land Titles Office, Sydney, No. 3337 and being also part of Two hundred and twenty one (Portion) of Parish delineated in the Public Map of the said Parish in the Department of Lands originally granted to John Terry Hughes by license Grant dated the Twenty ninth day of February one thousand eight hundred and forty _____

In witness whereof, I have hereunto signed my name and affixed my Seal, this _____ day of _____ one thousand nine hundred and _____

Signed the _____ day of _____ 191 _____

in the presence of _____



Deputy Registrar General.

NOTIFICATION REFERRED TO.

Amongst the reservations and conditions contained in the Grant above referred to are the following namely: Reservations of all mines of gold and of silver

Deputy Registrar General.

No. B75721
APPROVAL BY TRANSMISSION
John Swan of Gordon and Servant
Provisions of the Land Acquisition Act in relation to the above
Assessment: Proposed 1st May 1921 and
received: 1st April 1921
at _____ to the effect of _____
B75721
Deputy Registrar General

No. B 75922. CAVEAT dated 1st May 1934
by the Registrar General. Produced and entered
at 1st April 1934 1934
at 2 o'clock in the afternoon
[Signature]
REGISTRAR GENERAL.

The within Caveat No. B 75922
is hereby withdrawn.
Dated 11th October 1934
[Signature]
REGISTRAR GENERAL.

No. C16722. TRANSFER dated 12th June 1930
from the said John Swan to David Swan of London
Butler, Walter Thomas Price of London, London, London,
and the said John Swan (as joint tenants)
of the land within described
Produced 9th September 1930 and entered 11th October 1930
at 12 o'clock in the noon
[Signature]
REGISTRAR GENERAL.

No. C19768. CAVEAT dated 9th September 1930
by the Registrar General. Produced and entered
at 11th October 1930
at 12 o'clock in the noon
[Signature]
REGISTRAR GENERAL.

NQ C 893479. CAVEAT dated 16th April 1940
by the Registrar General, in respect of re-alignment of street Produced
16th April 1940 and entered 1st May 1940 at 12 o'clock
noon.

[Signature]
Registrar General.

No. D214230. NOTICE of DEATH. Proof having been furnished
to me of the death of the said John Swan and David Swan
the surviving joint tenant Walter Thomas Price
is now registered sole proprietor of the land within described
Produced and entered 23rd May 1934
at 11 o'clock in the afternoon
[Signature]
REGISTRAR GENERAL.

The within Caveat No. 19768 is hereby withdrawn
Dated 2nd April 1934
[Signature]
REGISTRAR GENERAL.

No. 19768 TRANSFER dated 1st June 1934
from the said John Swan and David Swan
to the said Walter Thomas Price
of the land within described
Produced 1st April 1934 and entered 1st April 1934
at 12 o'clock in the noon
[Signature]
REGISTRAR GENERAL.

[Handwritten notes]
Copy of
1934/1935
1934/1935

201.

Appn No. 4927

Reference to last certificate

Vol. 2817 Fol. 53

New South Wales.



[CERTIFICATE OF TITLE.]

TENANCY IN COMMON

REGISTER BOOK

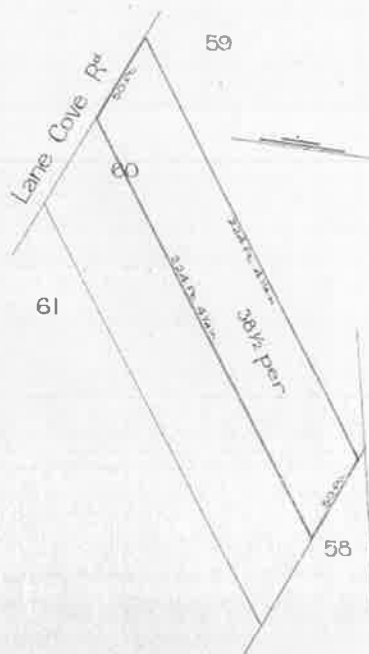
Vol. 5498 Fol. 49

CHRISTINA SELKIRK HADDEN, of Strathfield, Widow, Transferee under Instrument of Transfer No. D366031, is now the proprietor of an Estate in Fee Simple in an undivided one fourth part or share,
 subject nevertheless to the reservations and conditions, if any, contained in the Grant hereinafter referred to, and also subject to such
 encumbrances, liens, and interests as are notified hereon, in That piece of land situated at Gordon
 in the Municipality of Ku-ring-gai Parish of Gordon, and County of Cumberland
containing Thirty eight and one half perches or thereabouts as shown in the plan hereon and therein
edged red being part of Lot 60 in Deposited Plan No. 3337 and being also part of 220 acres (Portion 7
of Parish) originally granted to John Terry Hughes by Crown Grant dated the 23th day of February 1840.

In witness whereof I have hereunto signed my name and affixed my Seal, this 1st day of June, 1945.

Signed in the presence of

W. P. Friend



mines of gold and of silver.

Registrar General.

No. C893472 Caveat dated the 16th day of April 1940 by the Registrar General in respect of re-alignment of street. Pronounced the 16th day of April 1940 and entered the 1st day of May 1940 at 12 o'clock noon.

Registrar General.

The within Caveat No. <u>C893472</u>	is hereby withdrawn
Dated <u>1st June 1945</u>	IN
<u>J. H. Wells</u> REGISTRAR GENERAL	
No. <u>C893472</u> TRANSFER dated <u>1st June 1945</u> from the said <u>Christina Selkirk Hadden</u> to <u>John Terry Hughes</u> and <u>John Selkirk Hadden</u> of the land within described	
Produced <u>1st June 1945</u> and entered <u>1st June 1945</u> at <u>12 o'clock</u> in the <u>PM</u>	
As to land in this transfer this <u>1st June 1945</u> is cancelled and new Certificate issued <u>1st June 1945</u>	
REGISTRAR GENERAL	

Scale: 30 feet to an inch.

NOTIFICATION REFERRED TO

Amongst the reservations and conditions contained in the Grant above referred to are reservations of all

201.

Appn No. 4927

Reference to last certificate

Vol. 2817 Fol. 53

New South Wales.



[CERTIFICATE OF TITLE.]

TENANCY IN COMMON

 REGISTER BOOK.
 Vol. 5498 Fol. 50

CANCELLED W

CATHERINE ALEXANDER SWAN, of Gordon, Spinster, Transferee under Instrument of Transfer No. D366031, is now the proprietor of an Estate in Fee Simple in an undivided one fourth part or share, subject nevertheless to the reservations and conditions, if any, contained in the Grant hereinafter referred to, and also subject to such encumbrances, liens, and interests as are notified hereon, in That piece of land situated at Gordon in the Municipality of Ku-ring-gai Parish of Gordon, and County of Cumberland containing Thirty eight and one half perches or thereabouts as shown in the plan hereon and therein edged red being part of Lot 60 in Deposited Plan No. 3337 and being also part of 220 acres (Portion 7 of Parish) originally granted to John Terry Hughes by Crown Grant dated the 29th day of February 1840.

In witness whereof I have hereunto signed my name and affixed my Seal, this 14th day of June, 1945.

Signed in the presence of

W.F. Friend

J. Wells

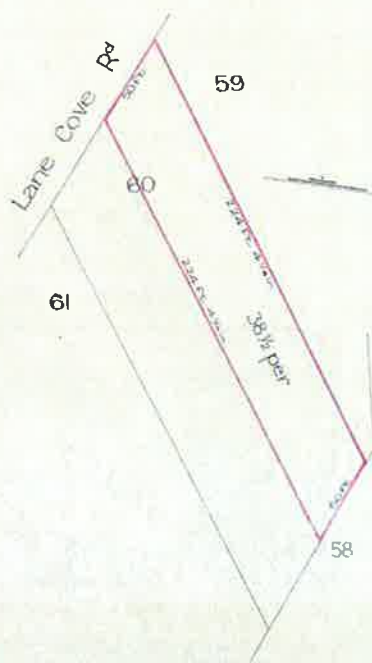
Registrar General.

mines of gold and of silver.

Registrar General.

No. C893479 Caven dated the 16th day of April 1940 by the Registrar General in respect of re-alignment of street. Produced the 16th day of April 1940 and entered the 1st day of May 1940 at 12 o'clock noon.

Registrar General.



D366031

Scale: 50 feet to one inch.

NOTIFICATION REFERRED TO

Amongst the reservations and conditions contained in the Grant above referred to are reservations of all

The within Caveat No.	is hereby withdrawn
Dated	1945
J. Wells	
REGISTRAR GENERAL	
No.	TRANSFER dated
from the said	
Produced	of the land within described
at	and entered
at	o'clock in the
As to land in this transfer	
and now Certificate issued	
Vol.	
REGISTRAR GENERAL	

901.

Appu No. 4927

Reference to last certificate

Vol. 2817 Fol. 53

New South Wales.



[CERTIFICATE OF TITLE]

TENANCY IN COMMON

 REGISTER BOOK,
 Vol. 5498 Fol. 51

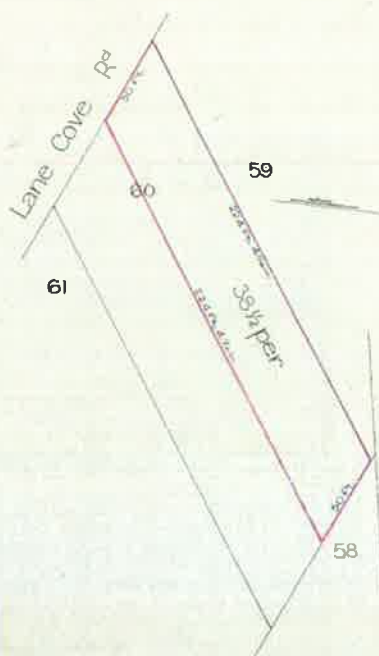
ANNIE PAUKIN McLEAN, wife of Thomas McLean, of Pymble, Ironmonger, Transferee under Instrument of Transfer No. D366031 is now the proprietor of an Estate in Fee Simple in an undivided one fourth part or share, subject nevertheless to the reservations and conditions, if any, contained in the Grant hereinafter referred to, and also subject to such encumbrances, liens, and interests as are notified hereon, in That piece of land situated at Gordon in the Municipality of Ku-ring-gai Parish of Gordon, and County of Cumberland containing Thirty eight and one half perches or thereabouts as shown in the plan hereon and therein edged red being part of Lot 60 in Deposited Plan No. 3337 and being also part of 220 acres (Portion 7 of Parish) originally granted to John Terry Hughes by Crown Grant dated the 29th day of February 1840.

In witness whereof I have heroneto signed my name and affixed my Seal, this 1st day of June, 1945.

Signed in the presence of

W. F. Friend

Registrar General



Scale: 50 feet to one inch

NOTIFICATION REFERRED TO

Amongst the reservations and conditions contained in the Grant above referred to are reservations of all

mines of gold and of silver.

Registrar General

No. 6893479 Caveat dated the 16th day of April 1940 by the Registrar General in respect of re-alignment of street. Produced the 16th day of April 1940 and entered the 1st day of May 1940 at 12 o'clock noon.

Registrar General

The within Caveat No. _____ is hereby withdrawn	
Dated _____ 194	
<i>J. H. Ellis</i>	
REGISTRAR GENERAL	
No. _____ TRANSFER dated _____ 19	
from the said _____	
of the land within Caveat No. _____	
Produced _____ 19	and entered _____ 19
at _____ o'clock in the _____ noon	
to be done in this transfer	
and new Certificate issued	
Vol. 5498 Fol. 51	
REGISTRAR GENERAL	

201.

Appn No. 4927

Reference to last certificate

Vol. 2817 Fol. 53

New South Wales.



[CERTIFICATE OF TITLE]

TENANCY IN COMMON

REGISTRAR BOOK,
Vol. 5498 Fol. 52

AMENDED TO

JANE MOFFAT PIERCE, wife of Walter Thomas Pierce, of Turramurra, Retired Provision Merchant, Trans-
feree under Instrument of Transfer No. D36603, is now the proprietor of an Estate in Fee Simple in
an undivided one fourth part or share,

subject nevertheless to the reservations and conditions, if any, contained in the Grant hereinafter referred to and also subject to such
encumbrances, liens, and interests as are notified hereon, in That piece of land situated at Gordon
in the Municipality of Ku-ring-gai Parish of Gordon, and County of Cumberland

containing Thirty eight and one half perches or thereabouts as shown in the plan hereon and therein
edged red being part of Lot 60 in Deposited Plan No. 3337 and being also part of 220 acres (Portion 7
of Parish) originally granted to John Terry Hughes by Crown Grant dated the 29th day of February 1840.

In witness whereof I have hereunto signed my name and affixed my Seal, this

day of June, 1945.

Signed in the presence of

W. F. Friend

J. H. Ellis

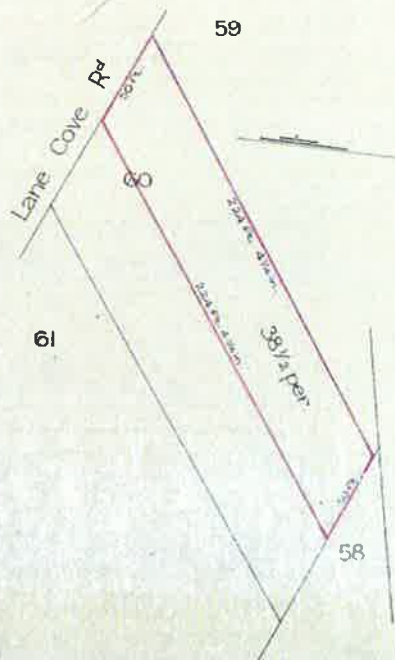
Registrar General

mines of gold and of silver.

Registrar General.

No. 0893474 Caveat dated the 16th day of April 1940
by the Registrar General in respect of re-alignment of
street. Produced the 16th day of April 1940 and en-
tered the 1st day of May 1940 at 12 o'clock noon.

Registrar General.



Scale - Feet to one inch.

NOTIFICATION REFERRED TO

Amongst the reservations and conditions contained in
the Grant above referred to are reservations of all

Title within Caveat No. _____	is hereby withdrawn
Dated _____ 194	
<i>J. H. Ellis</i>	
REGISTRAR GENERAL	
No. _____ TRANSFER dated _____ 19	
from the said _____	
Produced _____ of the land within described	
At _____ o'clock in the _____	
As in and to that transfer	
this _____ is cancelled	
and new Certificate issued	
Vol. 5498 fol. 15	
<i>J. H. Ellis</i>	
REGISTRAR GENERAL	

Registrar General

4303552 MORTGAGE dated 24th September 1952
on the said George Ball
to the use of NEW SOUTH WALES
Standard and entered 31st May 1954
at 11.45 am for the sum of £1000.
J. H. Wells
REGISTRAR GENERAL

No. 332267 TRANSFER dated 16th March 1952
from the said George Ball to George Ball Ltd
of the land within described
Standard and entered 14th August 1952
at 10.45 am for the sum of £1000.
J. H. Wells
REGISTRAR GENERAL

MORTGAGE No. 530327B has been discharged
No. 535556 Entered 25th September 1956
J. H. Wells
REGISTRAR GENERAL

No. 535557 MORTGAGE dated 26th June 1956
from the said George Ball Limited to Bank
of New South Wales
Entered 25th September 1956
J. H. Wells
REGISTRAR GENERAL

No. 535545 MORTGAGE dated 2nd July 1952
from the said George Ball Limited to London
General Corporation Limited
Entered 13th October 1957
J. H. Wells
REGISTRAR GENERAL

MORTGAGE No. 535557 has been discharged
See No. 535556
Jameson
REGISTRAR GENERAL

MORTGAGE No. 535557 has been discharged
See No. 535556
Jameson
REGISTRAR GENERAL

Jameson Holdings Pty Limited
from the said George Ball to Jameson Holdings Pty Limited
Standard and entered 14th August 1958
at 11.45 am for the sum of £1000.
Jameson
REGISTRAR GENERAL

The above mentioned transfer No. 535556
contains a restrictive covenant
Entered 14th August 1958

Jameson
REGISTRAR GENERAL

No. 535557 MORTGAGE dated 26th June 1956
from the said George Ball Limited to Bank
of New South Wales
Entered 25th September 1956
Jameson
REGISTRAR GENERAL

MORTGAGE No. 535557 has been discharged
See No. 535556
Entered 17th March 1961
Jameson
REGISTRAR GENERAL

No. 535557 MORTGAGE dated 26th June 1956
from the said George Ball Limited to Bank
of New South Wales
Entered 25th September 1956
Jameson
REGISTRAR GENERAL

MORTGAGE No. 535557 has been discharged
See No. 535556
Entered 10th May 1962
Jameson
REGISTRAR GENERAL

No. 535557 MORTGAGE dated 26th June 1956
from the said George Ball Limited to Bank
of New South Wales
Entered 25th September 1956
Jameson
REGISTRAR GENERAL

No. 535557 MORTGAGE dated 26th June 1956
from the said George Ball Limited to Bank
of New South Wales
Entered 25th September 1956
Jameson
REGISTRAR GENERAL

20/9/55
G555556 Dm
17 M
C7/15

10
50

11
51

M
11

10/10/55
10/10/55
10/10/55

202

New South Wales

[CERTIFICATE OF TITLE]

Primary Appt No. 4927

Reference to Last Title

Vol. 5737 Fol. 45



CANCELLED R

REGISTER BOOK

8363 Fol. 177

MA Issued on Transfer No. H877054

ARMADA DEVELOPMENTS (AUSTRALIA) PTY. LIMITED, is now the proprietor of an Estate in Fee Simple,
subject nevertheless to the reservations and conditions, if any, contained in the Grant hereinafter referred to, and also subject to such encumbrances,
liens, and interests as are notified hereon, in that piece of land at Gordon
in the Municipality of Ku-ring-gai Parish of Gordon and County of Cumberland
shown in the plan hereon being part of Lot 60 in Deposited Plan No. 3337 and being also part of Portion 7 granted to John
Terry Hughes on 29th February 1840.

In witness whereof I have hereunto signed my name and affixed my Seal, this

Eleventh day of May 1967.

Signed in the presence of *Jawatson*

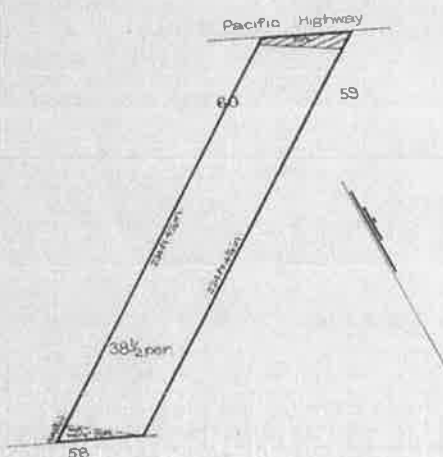
Jawatson
Registrar-General.

in plan hereon.

Jawatson
Registrar-General.

Covenant contained in Transfer No. G 906750.

Jawatson
Registrar-General.



H877054 dm

Scale: 50 feet to one inch.

NOTIFICATION REFERRED TO

The interest of the Council of the Municipality of Ku-ring-gai
in the land hatched black in the plan hereon created by
re-alignment notified in Government Gazette of 23rd February
1940 Folio 1026.

Jawatson
Registrar-General.

Right of carriageway created by Transfer No. 7774478 affecting
the part of the land above described shown as "Variable Width"

And under Copying of Armada Limited is 1967

now the registered proprietor of the land within described.

See Transfer No. *A 842730* dated *24 April 1967*

Entered *11/5/67* 1967

Jawatson
REGISTRAR GENERAL

11/5/67 *11/5/67* *11/5/67* dated *11/5/67*

to *11/5/67* *11/5/67* *11/5/67*

Entered *11/5/67* 1967

Jawatson
REGISTRAR GENERAL



11/5/67
11/5/67
11/5/67

300-A

CERTIFICATE OF TITLE.

51-107

(C.)

New South Wales.

[Appⁿ No. 4927 _____]

[Reference to last Certificate] _____]

[Vol. 50113 — Folio 88 _____]



REGISTER BOOK,

2817 50

Vol. _____ Folio _____

CANCELLED *W*

Catherine Alexander Surin of Gordon Shire hereafter under instrument of transfer from Board of Land and Water Affairs No. A 355032, in name the proprietor of one estate in fee simple subject nevertheless to the reservations and conditions, if any, contained in the Grant hereinafter referred to, and also subject to such encumbrances, liens, and interests as are notified herein, in *that* _____ piece of land situated at *Gordon* in the *Shire of Ku-ring-gai* _____, Parish of *Gordon* _____, and County of *Cumberland* containing *thirty eight and one half acres* _____, or thereabouts, as shown on the Plan hereon, and therein edged red, being part of Lot 60 in a plan deposited in the Land Titles Office Sydney No. 5557 being also shown in plan annexed to the said instrument of transfer No. A 355032, and being also part of ten hundred and twenty acres (Section 7 of Parish) delineated in the public map of the said parish in the Department of Lands originally granted to John Terry Hughes by Order of Council dated the twenty ninth day of February One thousand eight hundred and forty.

In witness whereof, I have hereunto signed my name and affixed my Seal, this *thirteen* th day of *January* _____ one thousand nine hundred and *eighteen*.

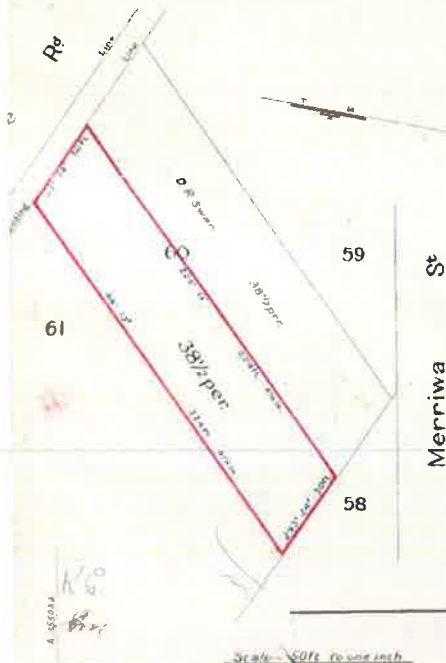
Signed the *th* day of *January* 1918,in the presence of *E. McKay*
W. Heliault
Deputy Registrar General.


NOTIFICATION REFERRED TO.

Amongst the reservations and conditions contained in the Grant above referred to are the following namely: Reservations of all mines of gold and of silver.

W. Heliault
Registrar General.


No. A 355032 MORTGAGE given 6 th Decemr 1897	
from the said Catherine Alexander Surin to the Northern Suburban Waterworks Society Ltd.	
Produced 2 nd January 1915	100
entered 17 th January 1915	100
at 12 o'clock in the noon	100
<i>W. Heliault</i> REGISTRAR GENERAL.	



Scale — 50 ft. to one inch

No. C 752637 DISCHARGE of within mortgage
 No. 755-33 Dated 12th September 1937
 Produced and entered 13th September 1937
 at 12 o'clock in the forenoon.
R. W. Mills
 REGISTRAR GENERAL

No C 893479. CAVEAT dated 16th April 1940
 by the Registrar General, in respect of re-alignment of street Produced
 16th April 1940 and entered 1st May 1940 at 12 o'clock
 noon.

R. W. Mills
 Registrar General.



No. D 47371 TRANSFER dated 19th January 1948
 from the said Catherine Margaret Wilson to
 William Wilson and John
 Gordon as joint tenants
 of the land within described.
 Produced 19th January 1948 and entered 20th June 1948
 at 12 o'clock in the noon.
 As to land to the transfer
 this was the first time
 and new Certificate used
 Vol. 374 Fol. 35
J. Wells
 REGISTRAR GENERAL



No. D 47371 TRANSFER dated 19th January 1948
 from the said Catherine Margaret Wilson to
 William Wilson and John
 Gordon as joint tenants
 of the land within described.
 Produced 19th January 1948 and entered 20th June 1948
 at 12 o'clock in the noon.
 As to land to the transfer
 this was the first time
 and new Certificate used
 Vol. 374 Fol. 35
J. Wells
 REGISTRAR GENERAL



By order of the Registrar General
17/11/1948
5790207 H.F.H.

201

Appl. No. 4527
 Reference to Last Certificate
 Vol. 2817 Fol. 50
 Deposited Plan No. 3337

New South Wales.

(CERTIFICATE OF TITLE.)



REGISTER BOOK
 Vol. 5870 Fol. 86

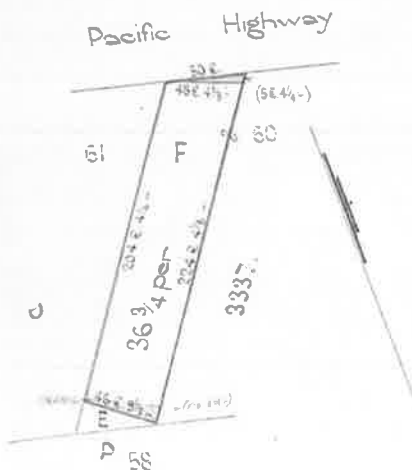
WILLIAM WALKER SWAN, of Gordon, Carpenter, Transferee Under Instrument of Transfer No. D790227 is now the proprietor of an Estate in Fee Simple, subject nevertheless to the reservations and conditions, if any, contained in the Grant hereinafter referred to, and also subject to such encumbrances, liens, and interests as are notified hereon, in That piece of land situated at Gordon, in the Municipality of Ku-ring-gai, Parish of Gordon, and County of Cumberland, containing thirty six and three quarters perches or thereabouts as shown in the plan hereon and therein edged red being Lot F in plan annexed to Instrument of Transfer No. D79371 and being part of 220 acres (Portion 7 of Parish) originally granted to John Terry Hughes by Crown Grant dated the 29th day of February 1840.

In witness whereof I have hereunto signed my name and affixed my Seal, this 11th day of September, 1948

Signed in the presence of

J. H. Wells }

J. H. Wells
 REGISTRAR GENERAL



D790227

Scale 60 feet to one inch.

NOTIFICATION REFERRED TO

Amongst the reservations and conditions contained in the Grant above referred to are reservations of all mines of gold and of silver.

J. H. Wells
 REGISTRAR GENERAL

The interest of the Council of the Municipality of Ku-ring-gai in the land indicated by pink colour in the plan hereon created by realignment notified in the Government Gazette of 23rd day of February 1940 Folio 1006.

J. H. Wells
 REGISTRAR GENERAL

No. D790227 MORTGAGE dated 24th January 1948
 from the said William Walker Swan to the said John Terry Hughes
 of the land within described
 Produced and entered 24th January 1948 and entered 24th January 1948
 at 11 o'clock in the forenoon.
J. H. Wells
 REGISTRAR GENERAL

No. F796277 DISCHARGE within mortgage
 No. 1995223 dated 17th July 1948
 Produced and entered 20th July 1948
 at 11 o'clock in the forenoon.
J. H. Wells
 REGISTRAR GENERAL

No. 1995223 TRANSFER dated 17th July 1948
 from the said William Walker Swan to the said John Terry Hughes
 of the land within described
 Produced and entered 20th July 1948
 at 11 o'clock in the forenoon.
J. H. Wells
 REGISTRAR GENERAL

No. F794238 Subsequent Grant dated 24th December 1950 from the said John Terry Hughes to the said William Walker Swan and John Gordon Swan, both of Gordon, Carpenter, 50 per cent share of a right of discharge over 100 per cent and over the said land (containing) 36 3/4 perches of the land within described shown by the colour in the plan hereon Pursuant to the order of the 19th day of February 1950 at 11 o'clock noon

J. H. Wells
 REGISTRAR GENERAL

9-303-251 MORTGAGE CHARGE 11th September 53
George Ball
THE BANK OF NEW SOUTH WALES
1055
47nd pt. 40 Josh in the place
J. H. Pells
1055


No. 6559909 TRANSFER dated 16th March 1932
from the said George Ball to George Ball amended
_____ of the land within described
Produced and entered 22nd August 1935
at 2nd 1/4 o'clock in the 1st noon.
J. H. Ellis
REGISTRAR GENERAL

LUGGAGE No G 30347 has been discarded.
G 57526 Entered 27th September 1956.
 C. J. 11325
 REGISTRAR GENERAL.

No. 6-111-1 MORTGAGE dated 26th June 1955
from the said George Dall Limited to Bank
of New South Wales

Entered 29th September 1955


W. H. H. H.
REGISTRAR GENERAL



NOTES 98 MORTGAGE dated 24 July 1921
from the said George Earl Limited & Leader
Swaco Corporation Limited

Entered 10th October 1921

J. H. Wells
REGISTRAR GENERAL



MORTGAGE No. 9067 has been discharged
in full by the holder or his authorized agent.
\$500.00 \$900.00 Dated August 18, 1925

J. J. Sullivan
SULLIVAN & SONS

[Handwritten notes on a document fragment:]

7-3396
received by [illegible]
at [illegible] [illegible]

Gordon Holdings Co., Limited

HOWEVER THE PROPERTY OF THE COMPANY IS DESCRIBED.

C 906750 18th February 1958.

1112 August 58

[Signature]

[Circular Stamp]

The above mentioned Transfer No. 6906750
contains a restrictive covenant
Entered 11th August 1953

\$10,000 1st MORTGAGE Dated 19th January 1958
 from the 21st Gordon Holdings Pty. Ltd.
 to Commonwealth Trading
 Bank of Australia
 £10,000 1st Mortgage Dated 1958
 James Brown
 10/10/58

100-876403 Sub. *G 966731* has been classified
 as *H614771* *Source: 1/16 to 1/20/61*
Sanitation
 REGISTERED OFFICE

H6479, 3rd August 1962
to Dundee & surroundings
(Australia) by direct
17th March 1961

1961 GACB No. H61H772 Not Year Discharged
 No. H877053 Entered 10th May 1962
James Caird
 414 FOUR ONEAL

[illegible]

W877053 2/10

202

New South Wales

[CERTIFICATE OF TITLE]

Primary Appl No. 4927

Reference to Last Title

Vol. 5870 Fol. 80

Deposited Plan No. 3337



CANCELLED R

REGISTER BOOK

Vol. 8363 Fol. 178

MA Issued on Transfer No. R877054

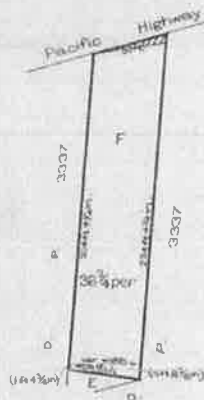
ARNTALS DEVELOPMENTS (AUSTRALIA) PTY. LIMITED, is now the proprietor of an Estate in Fee Simple,
 subject nevertheless to the reservations and conditions, if any, contained in the Grant hereinafter referred to, and also subject to such encumbrances
 liens, and interests as are notified hereon, in that piece of land at Gordon
 in the Municipality of Ku-ring-gai Parish of Gordon and County of Cumberland
 shown in the plan hereon being Lot F in plan lodged with Transfer No. D787771 and being part of Portion 7 granted to John
 Terry Hughes on 29th February 1840.

In witness whereof I have hereunto signed my name and affixed my Seal, this Eleventh day of May, 1962

Signed in the presence of

Registrar General.

Covenant contained in Transfer No. G906750.

Registrar General.
Landed
1962/5/11

Scale: 60 feet to one inch.

NOTIFICATION REFERRED TO

The interest of the Council of the Municipality of Ku-ring-gai
 in the land hatched black in the plan hereon created by
 re-alignment notified in Government Gazette of 23rd February
 1940 Folio 1026.

Registrar General.

Right of carriageway created by Transfer No. 5774478 affecting
 the part of the land above described shown as "Variable Width"
 in the plan hereon.

Registrar General.

First Subj Company of Australia Limited is
 now the registered proprietor of the land within described.
 See TRANSFER No. 1614-70 dated 25 April 1962
 Entered 25 April 1962

REGISTRAR GENERAL

No. 16370-1000 Landed 11 May 1962
 to 16370-1000 3rd May 1962
 Entered 11 May 1962

REGISTRAR GENERAL

81163800



16370-1000
 16380-1000
 27/5/62
 16370-1000

THE INTEREST OF Municipality of
Byrington in the new road
 D. P. 55258
 Entered 7 119
 (REGISTERED NUMBER)

This deed is cancelled as to the whole new road
 New Certificates of Title have issued on 9-2-1919
 for land in Deposited Plan No. 552819 as follows:-
 Lot 1 Vol. 1173 fol. 64 respectively.

J. J. Johnston
 REGISTRAR GENERAL

The residue of land in this certificate of title
 comprises road resumed under 23-5-1910
 Entered 15 March 1919
J. J. Johnston
 REGISTRAR GENERAL

184
11
11
11

No F 914479 Deed of Sale of Carriage Way (see page 1st copy of the said instrument) as appurtenant to the land within described over the lands below by the same in the plan thereunto 8th June 1953.

J. H. Pells
Registrar General

No F 914479 DISCHARGE of MORTGAGE
No P 401858 dated 12th December 1952
Purchased by 1052 and entered 8th June 1953
H. 0101
J. H. Pells
REGISTRAR GENERAL

No F 914479 Mortgage dated 4th December 1952 from the said William Walter Lewis and John Gordon Lewis to George Basil of London, Registrar, and John Walter Basil his wife the Grants in common of lot 4 of the land within described comprising a right of carriage way. Registered 8th December 1952 and entered 8th June 1953, the said same.

J. H. Pells
Registrar General

Expt. 107.108
No F 914479 Mortgage dated 4th December 1952 from the said William Walter Lewis and John Gordon Lewis to George Basil (grantee) 10th December of part of the land within described comprising a right of carriage way. Registered 8th December 1952 and entered 8th June 1953 as the said same.

J. H. Pells
Registrar General

Received
6959 26
0623567
J. H. Pells

6959 26
0623567

592

Appn. No. 4927

Reference to	last Title
1	1
2	2
3	3
4	4
5	5
6	6
7	7
8	8
9	9
10	10
11	11
12	12
13	13
14	14
15	15
16	16
17	17
18	18
19	19
20	20
21	21
22	22
23	23
24	24
25	25
26	26
27	27
28	28
29	29
30	30
31	31
32	32
33	33
34	34
35	35
36	36
37	37
38	38
39	39
40	40
41	41
42	42
43	43
44	44
45	45
46	46
47	47
48	48
49	49
50	50
51	51
52	52
53	53
54	54
55	55
56	56
57	57
58	58
59	59
60	60
61	61
62	62
63	63
64	64
65	65
66	66
67	67
68	68
69	69
70	70
71	71
72	72
73	73
74	74
75	75
76	76
77	77
78	78
79	79
80	80
81	81
82	82
83	83
84	84
85	85
86	86
87	87
88	88
89	89
90	90
91	91
92	92
93	93
94	94
95	95
96	96
97	97
98	98
99	99
100	100

Vol. 4019 Fol. 154

" 4426 " 136

" 5870 " 85

New South Wales.



[CERTIFICATE OF TITLE]

TENANCY IN COMMON

Reading Book.

Vol. C704 Fol. 107

Issued on Transfer No. F774480

CANCELLED 

GEORGE BALL, of Lindfield, Engineer, is now the proprietor of an Estate in Fee Simple in an undivided one half share.

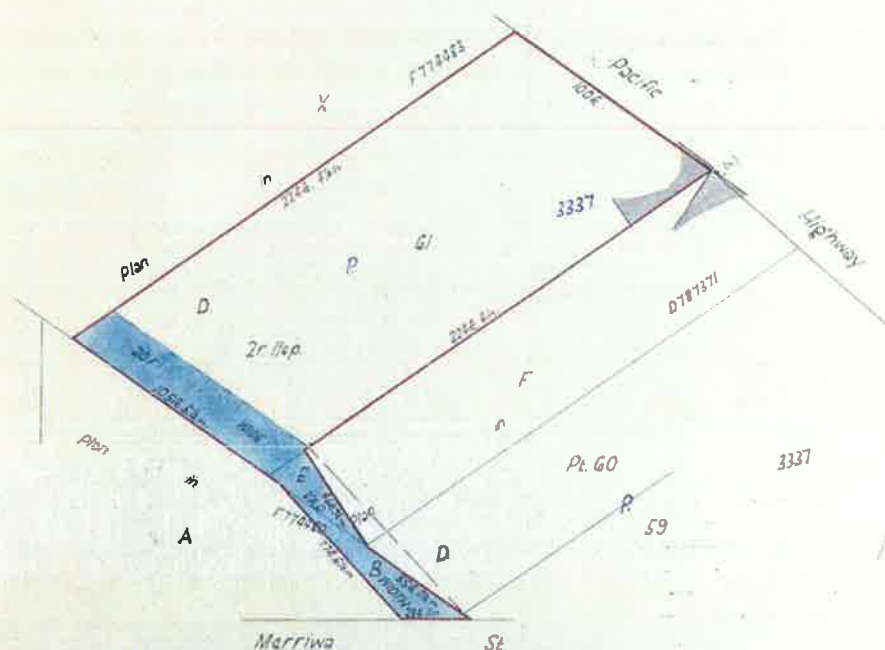
subject nevertheless to the reservations and conditions, if any, contained in the Grant hereinafter referred to, and also subject to such encumbrances, liens, and interests as are notified hereon, in that piece of land situated at Gordon in the Municipality of Ku-ring-gai Parish of Gordon, and County of Cumberland containing Two roods one and one quarter perches or thereabouts as shown in the plan hereon and therein edged red being Lot 61 in Deposited Plan No.3337 Lot 3 in plan lodged with Transfer No.0787371 and Lot 8 in plan lodged with Transfer No. E774480 and being part of 220 acres (Portion 7 of Parish) originally granted to John Terry Hughes by Crown Grant dated the 29th day of February 1840.

In witness whereof I have hereunto signed my name and affixed my Seal, this Seventeenth day of August, 19 53.

Signed in the presence of

Robt Fitzgerald

J. H. Pell
Registrar-General.



Scale: 40 feet to one inch

Notification/

NOTIFICATION REFERRED TO

Amongst the reservations and conditions contained in the Grant above referred to are reservations of all mines of gold and of silver.

J. Wells



Registrar General.

Right of Carriage Way over the piece of land 20 feet wide and of variable width coloured blue in the plan hereon as reserved by Transfer No. 2774450.

J. Wells



Registrar General.

A. J. J. J.

No. 2774450 MORTGAGE dated 20th March 1930
from the said George Bell to the Shell
Company of Australia Limited
Produced 20th March 1930 and entered 20th March 1930
at 10 o'clock in the noon
J. Wells
REGISTRAR GENERAL

No. 1136270 TRANSFER dated 16th March 1930
from the said Walter Thomas Bell and also the said
George Bell to George Bell Limited
of the land within described
Produced 16th March 1930 and entered 16th March 1930
at 10 o'clock in the noon
As to land in this transfer
this 16th March 1930
and now 16th March 1930
J. Wells
Vol 1059 of 224
REGISTRAR GENERAL

202

Appn. No. 4927

Reference to last Titles

Vol. 4019 Fol. 154

" 4428 " 136

" 5870 " 85

New South Wales.



(CERTIFICATE OF TITLE)

TENANCY IN COMMON

Register Book.

Vol. 6704 Fol. 108

Issued on Transfer No. F774480

CANCELLED

VIDA MARION BALL, wife of George Ball of Lindfield, Engineer, is now the proprietor of an Estate in Fee Simple in an undivided one half share, subject nevertheless to the reservations and conditions, if any, contained in the Grant hereinafter referred to, and also subject to such encumbrances, liens, and interests as are notified hereon, in that piece of land situated at Gordon in the Municipality of Ku-ring-gai Parish of Gordon, and County of Cumberland containing Two roods one and one quarter perches or thereabouts as shown in the plan hereon and therein edged red being Lot 61 in Deposited Plan No. 3337 Lot E in plan lodged with Transfer No. D787371 and Lot B in plan lodged with Transfer No. F774480 and being part of 220 acres (Portion 7 of Parish) originally granted to John Terry Hughes by Crown Grant dated the 29th day of February 1840.

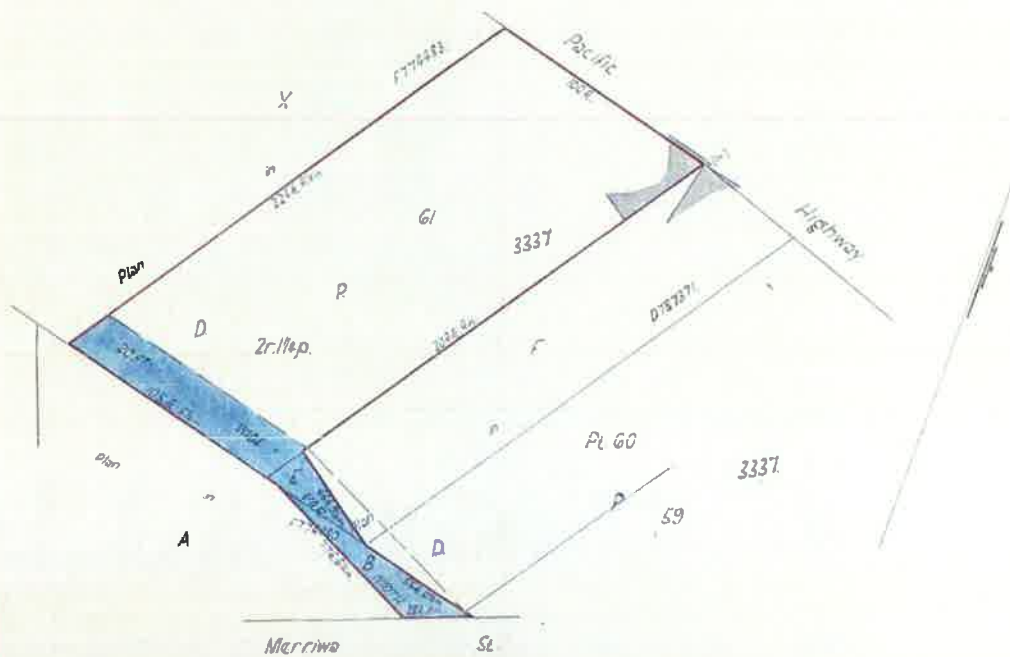
In witness whereof I have hereto signed my name and affixed my Seal, this Seventeenth day of August, 1953

Signed in the presence of

R. J. Fitzgerald

J. H. Wells

Registrar-General



Scale - 90 feet to an inch

Notification/

NOTIFICATION REFERRED TO

Amongst the reservations and conditions contained in the Grant above referred to are reservations of all mines of gold and of silver.

J. H. Ellis



Registrar General.

Right of Carriage Way over the piece of land 20 feet wide and of variable width coloured blue in the plan hereon as reserved by Transfer No. F774480.

J. H. Ellis



Registrar General.

11
1-10-11

MORTGAGE dated <u>24th March 1935</u>	
from the said <u>Edna Marion Ball to The Shell Company of Australia Limited</u>	
Produce of <u>Deed No. 1935</u> and entered <u>2nd September 1935</u>	
at <u>10</u> o'clock in the <u>noon</u>	
<i>J. H. Ellis</i>	
REGISTRAR GENERAL	

12
1-10-11

TRANSFER dated <u>16th March 1935</u>	
on the said <u>Edna Marion Ball and also George Ball to George Ball Limited</u>	
of the land within described	
Produce of <u>Deed No. 1935</u> and entered <u>2nd August 1935</u>	
at <u>10</u> o'clock in the <u>noon</u>	
<i>J. H. Ellis</i>	
REGISTRAR GENERAL	

13
1-10-11

202

Primary Appn. No. 4927

Reference to Last Titles

Vol. 6704

Fols. 107 and 108

New South Wales.

[CERTIFICATE OF TITLE]



CANCELLED &
REGISTER BOOK.

Vol. 7059 Fol. 224

MA Issued on Transfer No. 6362395

The residue of land in this certificate of title
comprises wood in D.E. 550819
entered 15th March, 1972
Jaworski
REGISTRAR GENERAL

This deed is cancelled as to the whole or in part
New Certificates of Title have issued on 9-2-1972
for lots in Deposited Plan No. 550819 as follows:-
Lot 1 Vol. 11772 Fol. 64 respectively.

GEORGE BALL LIMITED, is now the proprietor of an Estate in Fee Simple,

subject nevertheless to the reservations and conditions, if any, contained in the Grant hereinafter referred to, and also subject to such encumbrances,

liens, and interests as are notified hereon, in that piece of land situated at Gordon

in the Municipality of Ku-ring-gai Parish of Gordon, and County of Cumberland

shown in the plan hereon and therein edged red being Lot E in plan lodged with Transfer No. D787371, Lot 8 in plan lodged with Transfer No. F774480 and Lot 61 in Deposited Plan No. 3337 and being part of Portion 7 granted to John Terry Hughes on 29th February 1840.

In witness whereof I have hereunto signed my name and affixed my Seal, this Twenty-ninth day of December, 1955.

Signed in the presence of

G. W. Moss

J. H. Pells

Registrar-General.

NOTIFICATION REFERRED TO

Right of Carriage Way over the piece of land 20 feet wide and of variable width coloured blue in the plan hereon created by Transfer No. F774480.

J. H. Pells

Registrar General.

No. F774481 Mortgage dated 4th December 1952 from George Ball to The Shell Company of Australia Limited, affecting an undivided one half share in the land above described. Produced 8th December 1952 and entered 2nd September 1953 at 12 o'clock noon.

J. H. Pells

Registrar General.

No. F774482 Mortgage dated 4th December 1952 from Vida Marion Ball to The Shell Company of Australia Limited, affecting the remaining undivided one half share in the land above described. Produced 8th December 1952 and entered 2nd September 1953 at 12 o'clock noon.

J. H. Pells

Registrar General.



20 ft Wide

D
PL 60
3337

Murrumbidgee River

0162195

Area 2nd. 1 1/4 per
Scale 40 feet to one inch

6560174 George Ball Limited
26th June 1956
2nd August 1956
J. H. Pells

17/11/55
17/11/57
M. G. 2225 R

Appn. No. 79927
 Reference to 1st Title
 Vol. 4428 Fol. 136
 Deposited Plan No. 3337

New South Wales.



[CERTIFICATE OF TITLE.]

Register Book.
 Vol. 6704 Fol. 106
 Issued on Transfer No. F774483

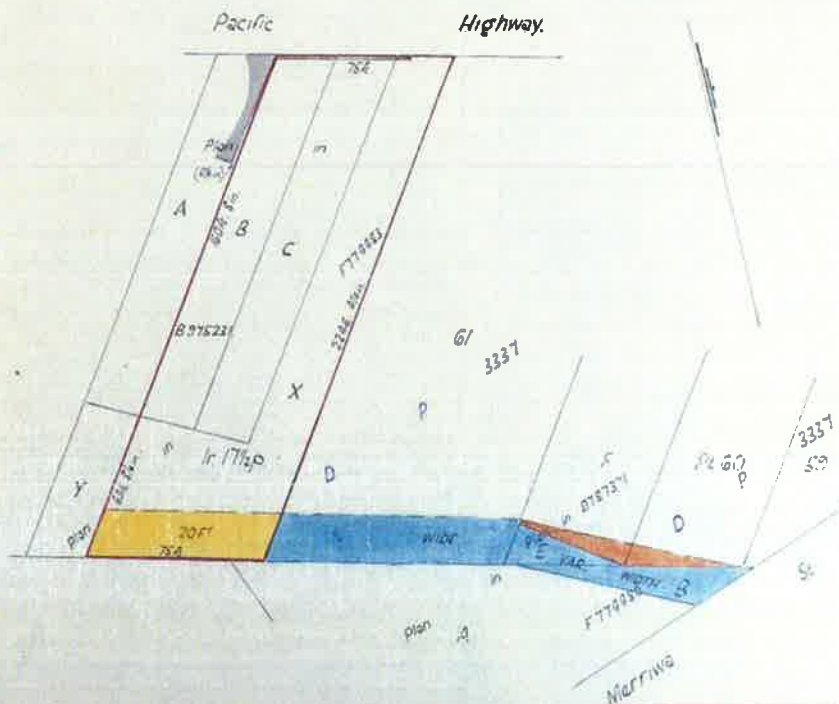
CANCELLED

GEORGE BALL (GORDON) PTY. LIMITED, is now the proprietor of an Estate in Fee Simple,
 subject nevertheless to the reservations and conditions, if any, contained in the Grant hereinafter referred to, and also subject to such
 encumbrances, liens, and interests as are notified hereon, in that piece of land situated at Gordon
 in the Municipality of Ku-ring-gai Parish of Gordon, and County of Cumberland
 containing One rood seventeen and one half perches or thereabouts as shown in the plan hereon and therein
 edged red being Lots B and C in plan lodged with Partial Discharge of Mortgage No. B975231 and Lot X in
 plan lodged with Transfer No. F774483 and being part of 220 acres (Portion 7 of Parish) originally
 granted to John Terry Hughes by Crown Grant dated the 29th day of February 1840.

In witness whereof I have hereunto signed my name and affixed my Seal, this Seventeenth day of August, 1953

Signed in the presence of

J. H. Pells
 Registrar-General



This Deed is Cancelled and Certified True & Correct
 Vol. 8254 Fol. 165

REGISTERED BY CHARTER

Notification/

Amongst the reservations and conditions contained in the Grant above referred to are reservations of all mines of gold and of silver.

J. H. Wells

Registrar General.

No. F774478 Grant of Right of Carriage Way as appurtenant to Lot X above described over the piece of land coloured brown in the plan hereon.

J. H. Wells

Registrar General.

Right of Carriage Way as appurtenant to Lot X above described over the piece of land 20 feet wide and of variable width coloured blue in the plan hereon as reserved by Transfer No. F774450.

J. H. Wells

Registrar General.

Right of Carriage Way over the piece of land 20 feet wide coloured yellow in the plan hereon as reserved by Transfer No. F774453.

J. H. Wells

Registrar General.

1744478 MORTGAGE dated 15 December 1952
from the said George Ball (London) Pty. Limited to
the said George Ball (London) Pty. Limited
Produced 19.52 and entered 19.52
at 12.00 clock in the noon.
J. H. Wells
REGISTRAR GENERAL

1744478 TRANSFER dated 16 March 1953
from the said George Ball (London) Pty. Limited to
George Ball Limited
of the land within described
Produced and entered 3rd August 1953
at 10.00 clock in the fore noon.
J. H. Wells
REGISTRAR GENERAL

1744478 MORTGAGE dated 26 June 1956
from the said George Ball Limited to
George Ball Limited
Produced 21st August 1956
at 10.00 clock in the fore noon.
J. H. Wells
REGISTRAR GENERAL

1744478 MORTGAGE dated 24 July 1957
from the said George Ball Limited to
George Ball Limited
Produced 15th October 1957
at 10.00 clock in the fore noon.
J. H. Wells
REGISTRAR GENERAL

* Mortgage No. G906751 has been discharged See H6077.
Entered 17th March 1961.

Registrar General.

The Rights of Carriage Way (appurtenant to Lot 12) over the lands coloured blue and brown in plan hereon having been extinguished by union of tenements the notifications relating thereto are hereby cancelled.
Entered 26th August 1958

J. H. Wells
Registrar General

MORTGAGE No. G 906595 has been discharged.
See G 906748 Entered 11th August 1958
J. H. Wells
REGISTRAR GENERAL

MORTGAGE No. G 906172 has been discharged.
See G 906748 Entered 11th August 1958
J. H. Wells
REGISTRAR GENERAL

MORTGAGE No. F 774481 has been discharged.
See G 906748 Entered 11th August 1958
J. H. Wells
REGISTRAR GENERAL

George Ball Holdings Pty. Limited
now the registered proprietor of the land within described.
See TP No. G 906750 Entered 11th August 1958
J. H. Wells
REGISTRAR GENERAL

The above mentioned Transfer No. G 906750 contains a restrictive covenant.
Entered 11th August 1958

J. H. Wells
Registrar General

MORTGAGE No. G 906751 dated 19th February 1956
from the said George Ball Holdings Pty. Limited to
George Ball Holdings Pty. Limited
Entered 11th August 1958
J. H. Wells
REGISTRAR GENERAL

* MORTGAGE No. G 906751 dated 31st August 1960 to HANDLE DEVELOPMENTS (AUSTRALIA) PTY. LIMITED
Entered 17th March 1961

Registrar General.

Cancelled on
Dingdong Day

New South Wales

[CERTIFICATE OF TITLE]

CANCELLED (R)

CANCELLED

REGISTER BOOK
8254 Fol. 165

Vol. 8254 Fol. 165

MH Issued on Order No. H614770



Primary Appn No. 4927
Reference to Last Title
Vol. 6704 Fol. 106
Deposited Plan No. 3337

GORDON HOLDINGS PTY. LIMITED, is now the proprietor of an Estate in Fee Simple,
subject nevertheless to the reservations and conditions, if any, contained in the Grant hereinafter referred to, and also subject to such encumbrances
liens, and interests as are notified hereon, in That piece of land at Gordon
in the Municipality of Ku-ring-gai Parish of Gordon and County of Cumberland
shown in the plan hereon and therein edged red being Lots B and C in plan lodged with Partial Discharge of Mortgage No. B975231
and Lot X in plan lodged with Transfer No. F774483 and being part of Portion 7 granted to John Terry Hughes on 29th February
1840.

In witness whereof I have hereunto signed my name and affixed my Seal, this Eighteenth day of July, 1961
Signed in the presence of

William

Jamison
Registrar-General.



NOTIFICATION REFERRED TO

Right of Carriage Way affecting the piece of land 20 feet wide
coloured yellow in the plan hereon created by Transfer No. F774483.

Jamison
Registrar General

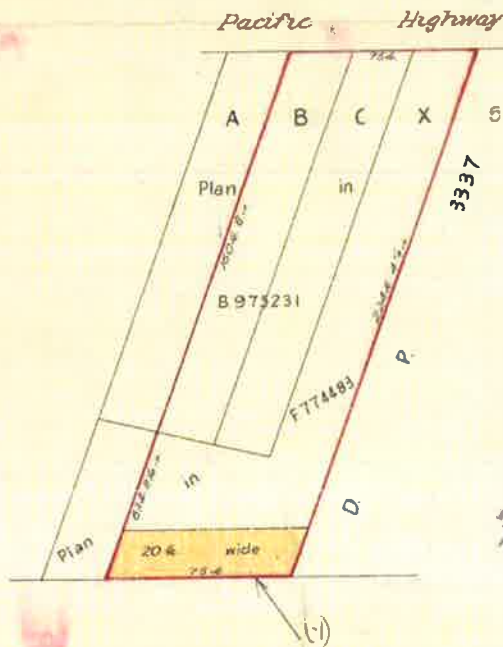
Covenant contained in Transfer No. G906750.

Jamison
Registrar General

No. H614772 Mortgage dated 31st August 1960 to Arndale Develop-
ments (Australia) Pty. Limited. Entered 17th March 1961.

Jamison
Registrar General

MORTGAGE No. H614772 has been discharged.
See H877053 Entered 10th May 1963
Jamison
REGISTRAR GENERAL



H614770

Area: 1rd 17 1/2 per
Scale: 40 feet to one inch

The land designated (Y) is coloured yellow

5311332



Amadale Developments (Australia) Pty. Limited
 now the registered proprietor of the land within described.
 See TRANSFER No. H877054 dated 31st March 1961
 Entered 10th May 1963
Jamieson
 REGISTRAR GENERAL

Lord Duff's Company of Australia Limited
 now the registered proprietor of the land within described.
 See TRANSFER No. K634730 dated 28 April 1962
 Entered 11th April 1962
Jamieson
 REGISTRAR GENERAL

1162701
1162701 dated 6th August 1968
22nd and 23rd
 Entered 6th September 1968
Jamieson
 REGISTRAR GENERAL

Interests created pursuant to Section 822 Conveyancing Act, 1919
 by the registration of Deposited Plan 552819 M570731
 Entered 6-1-1972

Jamieson
 Registrar General

The interest of the Council of the Municipality of
Kur-ring-gai in the new road shown on
552819
 Entered 6-1-1972
Jamieson
 Registrar General

This deed is cancelled as to the whole of road
 New Certificates of Title have issued on 9-2-1972
 for lot in Deposited Plan No. 552819 as follows:-
 Lot 1 Vol 11772 Fol 64 respectively.

The residue of land in this certificate of title
 comprises road in DO 552819
resurveyed 15th March 1972
Jamieson
 REGISTRAR GENERAL

1163701
2 cert
L114800 C.C.

1163701
2 cert
L114800 C.C.

New South Wales

[CERTIFICATE OF TITLE]

CANCELLED

CANCELLED

REGISTER BOOK

8254 Fol. 165

Vol. _____

MH Issued on Order No. H614770



Primary Appt. No. 4927

Reference to Last Title

Vol. 6704 Fol. 106

Deposited Plan No. 3337

1217 1950 K 304-1 V.C.N. High. Government Printer

Persons are cautioned against altering or adding to this Certificate or any notification hereon.

GORDON HOLDINGS PTY. LIMITED, is now the proprietor of an Estate in Fee Simple,
 subject nevertheless to the reservations and conditions, if any, contained in the Grant hereinafter referred to, and also subject to such encumbrances
 liens, and interests as are notified hereon, in That piece of land at Gordon
 in the Municipality of Ku-ring-gai Parish of Gordon and County of Cumberland
 shown in the plan hereon and therein edged red being Lots B and C in plan lodged with Partial Discharge of Mortgage No. B975231
 and Lot X in plan lodged with Transfer No. F774483 and being part of Portion 7 granted to John Terry Hughes on 29th February
 1840.

In witness whereof I have hereunto signed my name and affixed my Seal, this Eighteenth day of July, 1961

Signed in the presence of



NOTIFICATION REFERRED TO

Right of Carriage Way affecting the piece of land 20 feet wide
 coloured yellow in the plan hereon created by Transfer No. F774483.

Registrar General

Covenant contained in Transfer No. G906750.

Registrar General

No. H614772 Mortgage dated 31st August 1960 to Arndale Develop-
 ments (Australia) Pty. Limited. Entered 17th March 1961.

Registrar General

2/1/61

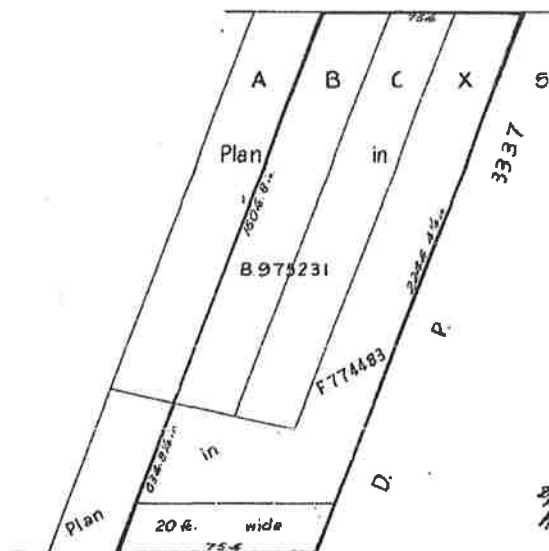
H877053

MORTGAGE No. H614772	has been discharged.
See H877053	Entered 10 May 1961
REGISTRAR GENERAL	



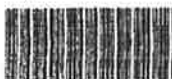
The land designated (1) is coloured yellow

Pacific Highway



H614770

Area: 1rd 17 1/4 per.
 Scale: 40 feet to one inch.




Annale Developments (Australia) Pty
Limited

now the registered proprietor of the land within described.

See TRANSFER No. H877054 dated 21st March 1961

Entered 10th May 1963

Jawatson
REGISTRAR GENERAL




Land Sales Company of Australia Limited is

now the registered proprietor of the land within described.

See TRANSFER No. K634730 dated 24th Feb 1967

Entered 11th Feb 1967


Jawatson
REGISTRAR GENERAL



N81 L 163701 dated 6th August 1968
2250 2nd St. R31


Entered 6th September 1968

Jawatson
REGISTRAR GENERAL




Interest created pursuant to Section 88B Conveyancing Act, 1919,
by the registration of Deposited Plan 552819 M570731
Entered 6-1-1972

Jawatson
Registrar General




The interest of the Council of the Municipality of
Ku-ring-gai in the new road shown on
D. P. 552819
Entered 6/1/1972

Jawatson
Registrar General




This deed is cancelled as to the whole of road
New Certificates of Title have issued on 9-2-1972
for lot in Deposited Plan No. 552819 as follows:-
Lot 1 Vol. 1172 Fol. 64 respectively.

Jawatson
REGISTRAR GENERAL



The residue of land in this certificate of title
comprises road in DP 552819
Entered 16th March 1972

Jawatson
REGISTRAR GENERAL



1163701 has a cert
L114800 C.C.
1968 H 5002
DP 552819
CT
has been
cancelled

© State of New South Wales through Land and Property Information (2013)

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - HISTORICAL SEARCHSEARCH DATE

22/10/2013 3:42PM

FOLIO: 3/609007First Title(s): SEE PRIOR TITLE(S)
Prior Title(s): VOL 14140 FOL 220

<u>Recorded</u>	<u>Number</u>	<u>Type of Instrument</u>	<u>C.T. Issue</u>
28/3/1988		TITLE AUTOMATION PROJECT	LOT RECORDED FOLIO NOT CREATED
7/9/1988		CONVERTED TO COMPUTER FOLIO	FOLIO CREATED CT NOT ISSUED
8/8/2000	7007449	WITHDRAWAL OF CAVEAT	
19/12/2001	8221028	LEASE	EDITION 1
30/5/2006	AC343641	CHANGE OF NAME	EDITION 2

*** END OF SEARCH ***

PRINTED ON 22/10/2013

SAI Global Property Division an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with section 96B(2) of the Real Property Act 1900.



CERTIFICATE OF TITLE

NEW SOUTH WALES
REAL PROPERTY ACT, 1900



14140220

NEW SOUTH WALES

Appln. No.4927

Prior Title Vol.11772 Fol.64

Vol. 14140 Fol. 220

EDITION ISSUED

20 5 1980



I certify that the person described in the First Schedule is the registered proprietor of the undermentioned estate in the land within described subject nevertheless to such exceptions encumbrances and interests as are shown in the Second Schedule.

CANCELLED

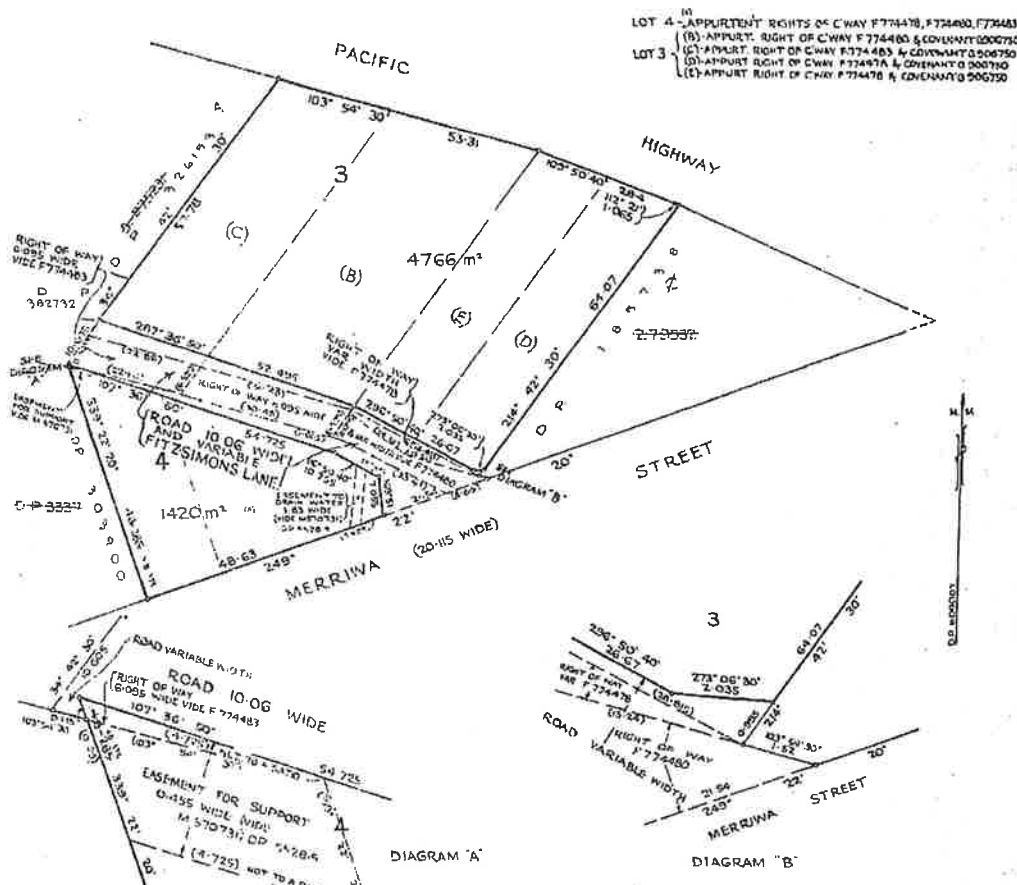
[Signature]
Registrar General.



PLAN SHOWING LOCATION OF LAND

SEE AUTO FOLIO

LENGTHS ARE IN METRES



WARNING: THIS DOCUMENT MUST NOT BE REMOVED FROM THE REGISTRAR GENERAL'S OFFICE.

ESTATE AND LAND REFERRED TO

Estate in Fee Simple in Lot 3 in Deposited Plan 609007 at Gordon in the Municipality of Ku-ring-gai Parish of Gordon and County of Cumberland being part of Portion 7 granted to John Terry Hughes on 29-2-1840.

FIRST SCHEDULE

~~FORD SALES COMPANY AUSTRALIA LIMITED.~~

SECOND SCHEDULE

- GRY
RC 1. Reservations and conditions, if any, contained in the Crown Grant above referred to.
RC 2. F774478 Right of carriageway appurtenant to the parts of the land above described shown so benefited in Deposited Plan 609007.
RC 3. F774480 Right of carriageway appurtenant to the part of the land above described shown so benefited in Deposited Plan 609007.
RC 4. F774483 Right of carriageway appurtenant to the part of the land above described shown so benefited in Deposited Plan 609007.
CV 5. G906750 Covenant.
L 6. R232870 Lease to Alto Ford Pty. Ltd. of premises known as 680 Pacific Highway, Gordon. Expires 30-6-1983.

NOTE: ENTRIES RULED THROUGH AND AUTHENTICATED BY THE SEAL OF THE REGISTRAR GENERAL ARE CANCELLED

FIRST SCHEDULE (continued)

REGISTERED PROPRIETOR

Attn Ford Ptv. Limited

INSTRUMENT

NUMBER

REGISTERED

Signature of _____

14140 Fol. 220

VOL.

ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED
DATE 08-22-2011 BY 60322
UCBAW/BJA

SEE AUTO FOLIO

SECOND SCHEDULE (continued)

[illegible]

NOTE: ENTRIES RULED THROUGH AND AUTHENTICATED BY THE SEAL OF THE REGISTRAR GENERAL ARE CANCELLED

Ref: /Src:U

R23-57060
CT 2-1-3
DP009007
9/5/1980

FIRST SCHEDULE (continued)

REGISTERED PROPRIETOR

This deed is cancelled as to WHOLE

New Certificates of Title have issued on 2-1-1980

for lots in Deed Plan No. 600007 as follows:-

Lots 3 & 4 Vol 1414-0 Fol 2201 2 respectively



REGISTRAR GENERAL

NEW CERTIFICATES OF TITLE ISSUED ON 1-6-1979
NO REFERENCE TO THE REGISTERED WITHOUT REFERENCE TO
SULF'S CHARTER BEING

SECOND SCHEDULE (continued)

PARTICULARS

of premises known as 880 Pacific Highway, Gordon, to
Alto Ford Pty. Ltd. Expires 30-6-1983

NOTE: ENTRIES RULED THROUGH AND AUTHENTICATED BY THE SEAL OF THE REGISTRAR GENERAL ARE CANCELLED

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH
-----FOLIO: 3/609007

SEARCH DATE	TIME	EDITION NO	DATE
22/10/2013	3:39 PM	2	30/5/2006

LAND

LOT 3 IN DEPOSITED PLAN 609007
AT GORDON
LOCAL GOVERNMENT AREA KU-RING-GAI
PARISH OF GORDON COUNTY OF CUMBERLAND
TITLE DIAGRAM DP609007

FIRST SCHEDULE

ALTO PRESTIGE PTY LIMITED (CN AC343641)

SECOND SCHEDULE (7 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 F774478 RIGHT OF CARRIAGEWAY APPURTENANT TO THE PARTS OF THE
LAND ABOVE DESCRIBED SHOWN SO BENEFITED IN DP609007
- 3 F774480 RIGHT OF CARRIAGEWAY APPURTENANT TO THE PART OF THE
LAND ABOVE DESCRIBED SHOWN SO BENEFITED IN DP609007
- 4 F774483 RIGHT OF CARRIAGEWAY APPURTENANT TO THE PART OF THE
LAND ABOVE DESCRIBED SHOWN SO BENEFITED IN DP609007
- 5 G906750 COVENANT
- 6 X191658 MORTGAGE TO AUSTRALIA AND NEW ZEALAND BANKING GROUP
LIMITED
- 7 8221028 LEASE TO SYDNEY RJV PTY LIMITED OF 876-890 PACIFIC
HIGHWAY, GORDON. EXPIRES: 31/8/2003. OPTION OF RENEWAL:
3 YEARS.

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

PRINTED ON 22/10/2013

* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register.

© State of New South Wales through Land and Property Information (2013)

SAI Global Property Division an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with section 96B(2) of the Real Property Act 1900.

Appn. No. 4927
Reference to 'last Certificate,
Vol. 2817 Fol. 54
No. of Deposited Plan 3337

New South Wales.



CERTIFICATE OF TITLE

ORDER NO. B992720

REGISTER BOOK
Vol. 4421 Fol. 168

CANCELLED

W

DAVID SWAN of Gordon, Builder, by virtue of Certificate of Title Volume 2817 folio 54 now surrendered is now the proprietor of an Estate in Fee Simple, subject nevertheless to the reservations and conditions, if any, contained in the Grant hereinafter referred to, and also subject to such encumbrances, liens, and interests as are notified hereon, in That piece of land situated in the Municipality of Ku-ring-gai Parish of Gordon, and County of Cumberland containing Thirteen and one half perches or thereabouts, as shown in the Plan heron and therein edged red, being lot A in plan annexed to Partial Discharge of Mortgage No. B975231 and being part of 220 acres (Portion 7 of Parish) delineated in the Public Map of the said Parish in the Department of Lands originally granted to John Terry Hughes by Crown Grant dated the 29th day of February 1840.

In witness whereof I have hereunto signed my name and affixed my Seal, this twenty first day of July 1930

Signed in the presence of

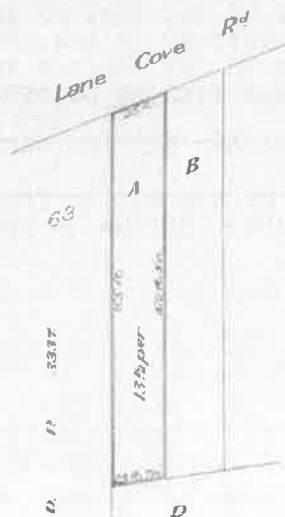
W. H. Hayward

W. H. Hayward
Registrar General.



ed the 8th day of July 1930 at 3 o'clock in the afternoon.

W. H. Hayward
Registrar General.



Scale: 40 feet to an inch

NOTIFICATION REFERRED TO.

Amongst the reservations and conditions contained in the Grant above referred to are reservations of all mines of gold and of silver.

W. H. Hayward
Registrar General.



No. B975232 Mortgage dated the 25th day of March 1930 from David Swan to William Johnston of Paddington, Gentleman. Produced the 21st day of May 1930 and entered.

No. F5922350 DISCHARGE of within mortgage
No. B975232 dated 1st November 1931
Produced and entered 20th December 1931
at 3 1/2 p.m. in the fore noon.
J. H. Kelly
REGISTRAR GENERAL

No. F82550 APPLICATION BY TRANSFER
William Johnston and John Gordon Smith
both of Gordon, Proprietors
Produced and entered in pursuance of the
Application Produced 20th March 1931
entered 1st April 1931
at 12 o'clock in the fore noon.
J. H. Kelly
REGISTRAR GENERAL

No. F82550 DEVENT dated 20th March 1931
by the Registrar General.
Produced and entered 13th April 1931
at 12 o'clock in the fore noon.
J. H. Kelly
REGISTRAR GENERAL

Produced and entered
13th April 1931
at 12 o'clock in the fore noon

By Instrument of Transfer No F774453 a right
of carriage way was secured as appurtenant
to the land within described and part of the
land in Certificate of title No 2218. See 1916.
date 1st June 1913.

J. W. Wells
Registrar General

and is cancelled and New Certificate of Title issued
Vol 6959 fol 26
No 6235667
J. W. Wells
Registrar General

62356670

202

Primary Appn. No. 4927

Reference to Last Title

Vol. 4421 Fol. 168

" 4428 " 136

Deposited Plan No. 3337

New South Wales.

[CERTIFICATE OF TITLE.]

JOINT TENANCY

REGISTER BOOK:

Vol. 6959 Fol. 26

DW Issued on Order No. 0235667

CANCELLED

WILLIAM WALKER SWAN, of Mount Colah, and JOHN GORDON SWAN, of Gordon, both Carpenters, are now the proprietors of an Estate in Fee Simple Joint Tenants, subject nevertheless to the reservations and conditions, if any, contained in the Grant hereinafter referred to, and also subject to such encumbrances, liens, and interests as are notified hereon, in that piece of land situated in the Municipality of Ku-ring-gai Parish of Gordon, and County of Cumberland shown in the plan hereon and therein edged red being Lot A in plan lodged with Partial Discharge of Mortgage No. B975231 and Lot Y in plan lodged with Transfer No. F774483 and being part of Portion 7 granted to John Terry Hughes on 29th February 1840.

In witness whereof I have hereunto signed my name and affixed my Seal, this

Sixth

day of April

1955

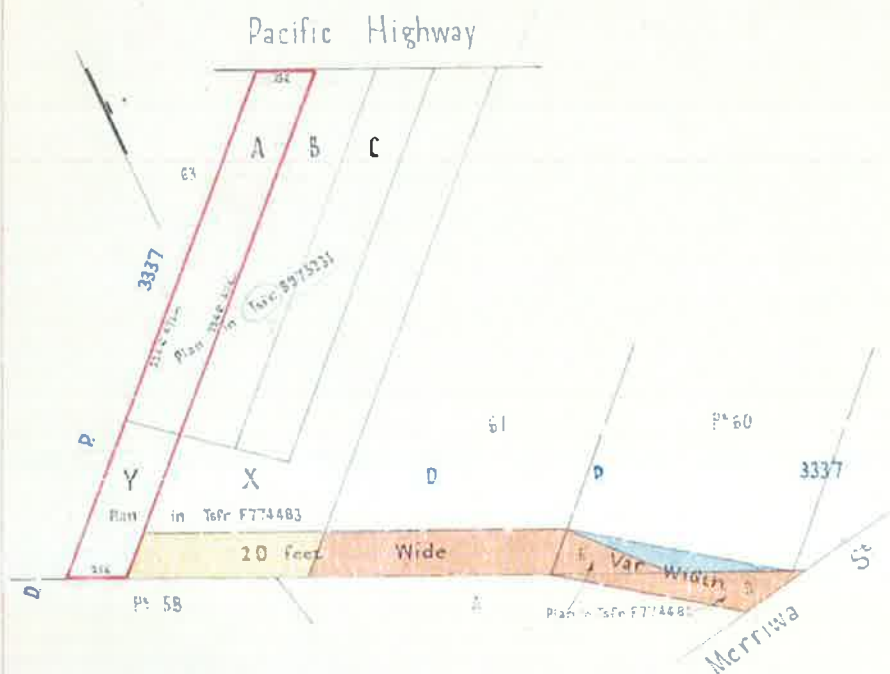
Signed in the presence of

*J. H. Pells**J. H. Pells*

Registrar-General.



Persons are cautioned against altering or adding to this Certificate or any notification thereon.



AREA : 19 per

Scale 40 feet to one inch

0235667

NOTIFICATION REFERRED TO

No. 2407856 Caveat by the Registrar General dated 6th September 1945 as regards Lot Y above described. Produced 6th September 1945 and entered 18th September 1945 at 12 o'clock noon.

No. F825960 Caveat by the Registrar General dated 20th March 1953 as regards Lot A above described. Produced 20th March 1953 and entered 1st April 1953 at 12 o'clock noon.

J. H. Pells

Registrar-General.

*J. H. Pells*

Registrar-General.



Right/

Right of carriage way appurtenant to Lot Y above described affecting the pieces of land colored blue and brown in the plan hereon created by Transfers Nos. F774478 and F774480 respectively.

J. H. Pells

Registrar General

Right of carriage way appurtenant to the land above described affecting the piece of land 20 feet wide colored yellow in the plan hereon created by Transfer No. F774483.

J. Wells

Registrar General

The within Caveat No. 184871 is hereby withdrawn

Dated 23rd August 1953

J. Hall

REGISTRAR GENERAL

HC2889731 Transfer dated 21st January 1955
from the said William Walter Jones and John Jones sons to
Barbara Jane of Jordan, sister in estate for life and to Alan
Alexander Hamilton son of Jordan, Executors, in estate in fee
simple in absolute reversion upon the determination of the life estate
of the said Barbara Jane in the land withover described
Produced 6th May 1955 and attested 23rd August 1955
at 12 o'clock noon

S. Wells

Register - General

Q 288732 TRANSFER OF 25th January 1955
from the said Barbara Ann to Alan Alexander Smith
son of Jordan, electrician of her life estate in

Produced 12 May 1945 and entered 25 August 1955
at 12 o'clock noon.

6742

REGULAR GENERAL

6398731 26th March 55
Alan Alexander Hamilton Area to John
Gordon Area of Gordon, Carpenter

Received 6th May 1955 25th August 1955

10/12/21

Figure 1. The structure of the proposed system.

631164 26R 4/12

25th August 1984

L.P.D.

1997年12月 10日

1892, Canal returned to July, 1892.
1892, Canal returned to July, 1892.

By Order of the Court

CAVEAT No H536384 has been withdrawn

Spec H72308L - 2nd March 1961

REGISTRATION CENTER

MORTGAGE No. G 313063 has been discharged.

See H 723084 Entered and March 19 61.

REGISTRAR GENERAL

No. H732083 Lease dated 26 January 1961
to Robison Paving Ply limited of the
upper ground floor of factory situated at 111, 113
at N8182 Pacific Highway between the 111 and 113
[area] 2nd March

REGISTRATION NO. 221

16. H. 723084 *Scarc* 1984 2nd May 1984
 10. *Plantae Superficiae Pfl. limited being all at*
 the lower ground floor of factory premises to be in the
 N° 8112 Pacific Highway Station. (with other notes)
 2nd May 1984

ACQUITTAL GENERAL

No. H723085 MORTGAGE Dtd. 31st June 1886
 to Reginald Clark James of Curacul ^{Marine}
Longitudinal Minister and Adam Farman ^{Marine}
of Halifax Longitudinal Minister
2nd March 1886

第 1 次 2000 年 10 月 10 日

Jean Phyllis Swan of Gordon Under
 and Hugh James Moffatt Swan of
 Pymble Hunter are
 the registered proprietors of the land shown in
 the diagram
 Section 94 April 1900 No. T 13306
 14th September 1963

ESSENTIAL GUIDE

File 513307 CANCEL by the Registrar General
Entered 1stst September 1912

Figure 1

MORTGAGE No.

Entered 24 Feb

0

© State of New South Wales through Land and Property Information (2013)

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - HISTORICAL SEARCH
-----SEARCH DATE

22/10/2013 3:42PM

FOLIO: 16/249171
-----First Title(s): OLD SYSTEM
Prior Title(s): VOL 11281 FOL 242

<u>Recorded</u>	<u>Number</u>	<u>Type of Instrument</u>	<u>C.T. Issue</u>
20/7/1995	DP249171	DEPOSITED PLAN	FOLIO CREATED CT NOT ISSUED
3/9/1996	2430538	DISCHARGE OF MORTGAGE	EDITION 1
15/1/2002	8273563	TRANSFER	EDITION 2
5/10/2011	AG537040	MORTGAGE	EDITION 3

*** END OF SEARCH ***

PRINTED ON 22/10/2013

SAI Global Property Division an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with section 96B(2) of the Real Property Act 1900.

STATE OF TITLE
PROPERTY ACT, 1900



11281242

Doc. No. 4927

Doc. No. 4927

Doc. Title Vol.6959 Fol.26

Vol. **11281** Fol. **242**

Edition issued 16-3-1973

N88412



Notwithstanding that the person described in the First Schedule is the registered proprietor of the undermentioned estate in the land within described subject nevertheless to such exceptions encumbrances and interests as are shown in the Second Schedule.

Janatson
Registrar General.



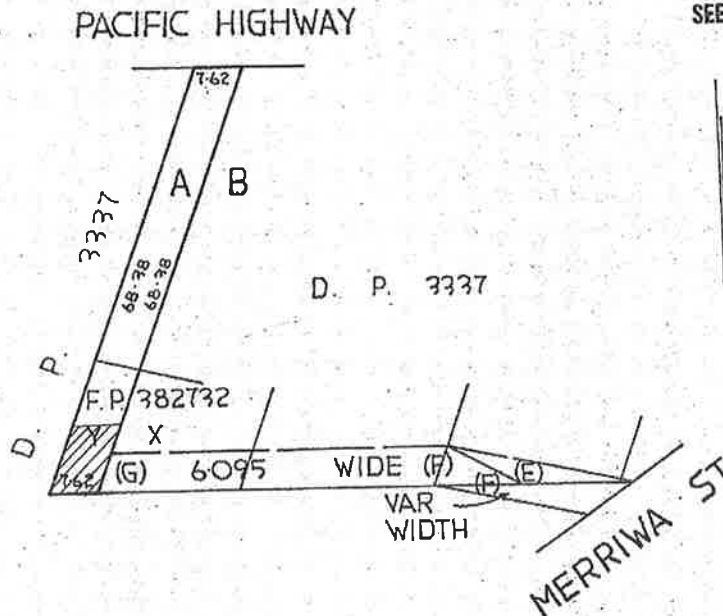
PLAN SHOWING LOCATION OF LAND

LENGTHS ARE IN METRES

CANCELLED



SEE AUTO FOLIO



AREA 480.6 m²

REDUCTION RATIO 1:800

ESTATE AND LAND REFERRED TO

Notate in Fee Simple in Lot A in plan lodged with Partial Discharge of Mortgage No.B975231 (filed as F.P.326153) and Lot Y in Plan lodged with Transfer No.F774483 (filed as F.P.382732) in the Municipality of Ku-ring-gai Parish of Gordon and County of Cumberland being part of Portion 7 granted to John Terry Hughes on 29-2-1840.

FIRST SCHEDULE

~~RELANDSODE PIV. 1840.~~

SECOND SCHEDULE

1. Reservations and conditions, if any, contained in the Crown Grant above referred to.
2. Right of Carriageway created by Transfers Nos. F774478 and F774479 appurtenant to Lot Y above described affecting the pieces of land designated (E) and (F) respectively in the plan hereon.
3. Right of Carriageway created by Transfer No.F774483 appurtenant to the land above described affecting the piece of land 6.095 metres wide designated (G) in the plan hereon.



Janatson
Registrar General

NOTE: ENTRIES RULED THROUGH AND AUTHENTICATED BY THE SEAL OF THE REGISTRAR GENERAL ARE CANCELLED

WARNING THIS DOCUMENT MUST NOT BE REMOVED FROM THE LAND TITLES OFFICE

PERSONS ARE CAUTIONED AGAINST ALTERING OR ADDING TO THIS CERTIFICATE OR ANY NOTIFICATION HEREON

FIRST SCHEDULE (continued)

FIRST SCHEDULE (continued)			REGISTERED PROPRIETOR		INSTRUMENT NUMBER		DATE	ENTERED	Signature of Registrar General
			NATURE						
<p>Donald Ernest Robinson of French's Forest, Hunter and Lucy Madeline Robinson, his wife as joint tenants</p> <p>Brian Nebenauhl & Jevelyn Nebenauhl as joint tenants by Transfer V131236 Registered 3.2.1989</p>			Transfer		19740829	22.2.1974	13-3-1974		 
<p>George Altomonte by Transfer V642107. Registered 13-10-1989.</p>									
<p>CANCELLED</p> <p>CANCEL</p> <p>SEE ALSO FILED</p>									

SECOND SCHEDULE (continued)

NATURE	INSTRUMENT NUMBER	DATE	PARTICULARS	ENTERED	Signature of Registrar-General	CANCELLATION
Mortgage	N88413	19-1-1973	to Calvin Perret Nelson of Auburn, South Africa.	30-4-1973	<i>Janet</i>	Discharged N 74 0878
Conveyance	N14 72512	2-8-1973	of premises known as five upper and lower ground floors of the Gateway premises situated in the west of premises No. 898, Coopers Building, to Suburban Franchising Pty. Limited to Permanent Trustee Company Limited	18-10-1973 13-3-1974	<i>Janet</i> <i>Janet</i>	Expired Discharged 16-8-1982 W779481
Mortgage	N740830	22-3-1974	of Mortgage No. N740830 as regards part being the land hatched in the plan hereon, being lot 1 in D.P. 249171, now road	29-1-1978 29-5-1978	<i>Janet</i>	
Discharge	Q670062	—	The land shown hatched in the plan hereon being lot 1 in D.P. 249171 is road, vested in the Council of the Municipality of Ku-ring-gai.	29-5-1978	<i>Janet</i>	Cancelled W779481
Transfer	Q670063	—	Affected by 615297 Variation of Meetings Corporation Limited Registered 14-7-1981.	27-4-1979	<i>Janet</i>	Withdrawn N 731 234 W779481
Mortgage	N740830	—	Mortgage to United deminions Corporation Limited, Registered 16-8-1982.	—	<i>Janet</i>	Cancelled N 731 235 Y642 106
Mortgage	N740830	—	Mortgage to Westpac Banking Corporation, Registered 10-3-1987	—	<i>Janet</i>	
Mortgage	N740830	—	Mortgage to Westpac Banking Corporation, Registered 2-2-1989	—	<i>Janet</i>	
Mortgage	N740830	—	Mortgage to Westpac Banking Corporation, Registered 26-9-1990	—	<i>Janet</i>	

NOTE: ENTRIES RULED THROUGH AND AUTHENTICATED BY THE SEAL OF THE REGISTRAR GENERAL ARE CANCELLED

CERTIFICATE OF TITLE
REAL PROPERTY ACT, 1900, as amended.

TORRENS TITLE
Register Book

Application No. 4927

Prior Title Volume 6959 Folio 26



Vol. 11281 Fol. 242A

EH

Edition issued 25-3-1970

L333437

CANCELLED

See new edition

I certify that the person described in the First Schedule is the registered proprietor of the undermentioned estate in the land within described subject nevertheless to such exceptions encumbrances and interests as are shown in the Second Schedule.

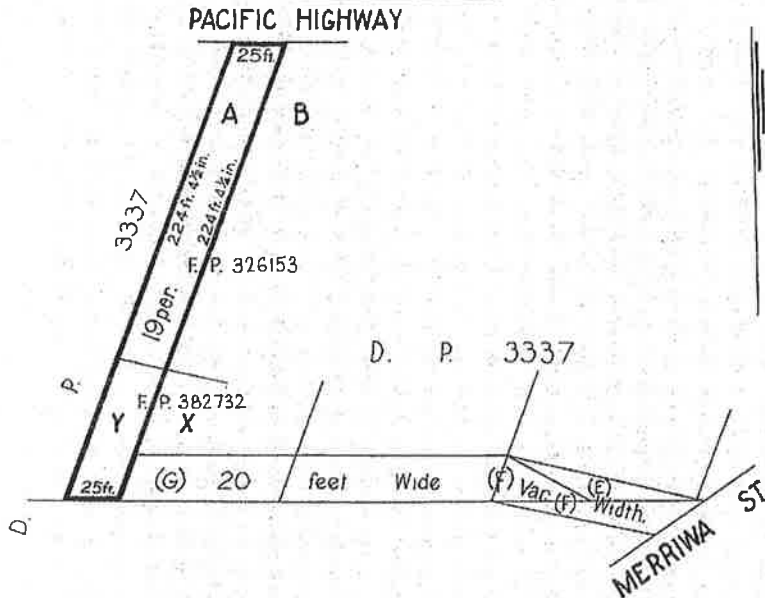
Witness

Barnes

J. Watson
Registrar General:



PLAN SHOWING LOCATION OF LAND



L333437 2H

Scale : 60 feet to one inch.

ESTATE AND LAND REFERRED TO

Estate in Fee Simple in an undivided one third share in Lot A in plan lodged with Partial Discharge of Mortgage No.B975231 (filed as F.P.326153) and Lot Y in plan lodged with Transfer No.F774483 (filed as F.P.382732) in the Municipality of Ku-ring-gai Parish of Gordon and County of Cumberland being part of Portion 7 granted to John Terry Hughes on 29-2-1840.

FIRST SCHEDULE

~~JEAN PHYLLIS SWAN, of Gadsden, Widow.~~

SECOND SCHEDULE

1. Reservations and conditions, if any, contained in the Crown Grant above referred to.
2. Right of Carriageway created by Transfers Nos. F774478 and F774480 appurtenant to Lot Y above described affecting the pieces of land designated (E) and (F) respectively in the plan hereon.
3. Right of Carriageway created by Transfer No. F774483 appurtenant to the land above described affecting the piece of land 20 feet wide designated (G) in the plan hereon.

Joubatson

Registrar General.

WARNING: THIS DOCUMENT MUST NOT BE REMOVED FROM THE LAND TILES OFFICE.

PERSONS ARE CAUTIONED AGAINST ALTERING OR ADDING TO THIS CERTIFICATE OR ANY NOTIFICATION HEREON

V. C. N. BRIGHT, GOVERNMENT PRINTER

FIRST SCHEDULE (continued)

REGISTERED PROPRIETOR		INSTRUMENT NUMBER		DATE	ENTERED	Signature of Registrar-General
Blondelle Pty Ltd.		Transfer		19-1-1973	15-2-1973	<i>Jackson</i>
CANCELLED consolidation.						
SEE NEW SECTION ISSUED 16-2-1973						
WUE 12 168448						
<i>Jackson</i>						
REGISTRAR GENERAL						

SECOND SCHEDULE (continued)

INSTRUMENT NUMBER		DATE	PARTICULARS	ENTERED	Signature of Registrar-General	CANCELLATION
1333467		6-12-1968	1st Floor Tasmanskyum 1st Floor and 2nd Floor Vendor			
1334212		1-11-1969	Hayman's contribution with long registered restrictions	30-11-1970	<i>Jackson</i>	Discharged 1188411
			CANCELLED	30-11-1970	<i>Jackson</i>	Discharged 1188410

NOTE: ENTRIES RULED THROUGH AND AUTHENTICATED BY THE SEAL OF THE REGISTRAR-GENERAL ARE CANCELLED

NEW SOUTH WALES

CERTIFICATE OF TITLE
REAL PROPERTY ACT, 1900, as amended.

TORRENS TITLE
Register Book

Application No. 4927

Prior Title Volume 6959 Folio 26

Vol. 11281 Fol. 242 B



EH

CANCELLED
Edition issued 25-3-1970
See no. edition
L333438, L333439 and L333440

I certify that the person described in the First Schedule is the registered proprietor of the undermentioned estate in the land within described subject nevertheless to such exceptions encumbrances and interests as are shown in the Second Schedule.

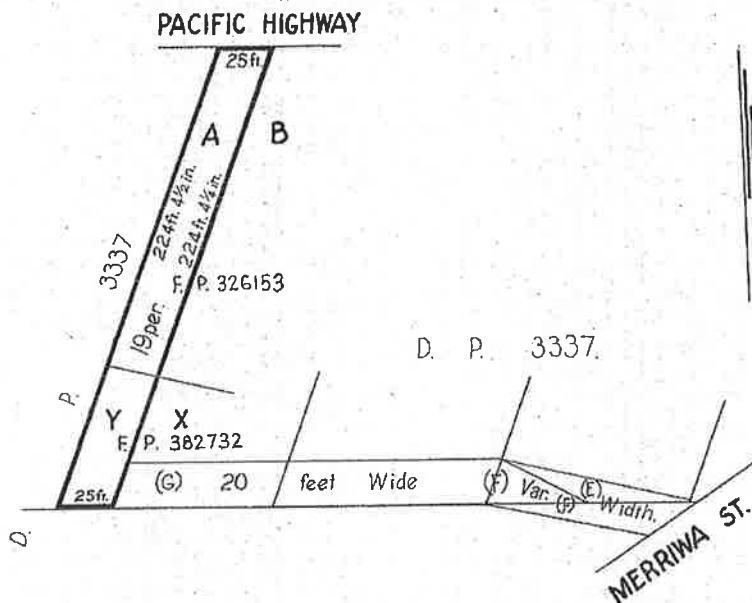
Witness

Barnes

Jawatson
Registrar General.



PLAN SHOWING LOCATION OF LAND



L333438
L333439
L333440 *SH.*

Scale : 60 feet to one inch.

ESTATE AND LAND REFERRED TO

Estate in Fee Simple in remainder expectant upon the death of or remarriage of Jean Phyllis Swan in three undivided two ninth shares in Lot A in plan lodged with Partial Discharge of Mortgage No.B975231 (filed as F.P.326153) and Lot y in plan lodged with Transfer No.F774483 (filed as F.P.382732) in the Municipality of Ku-ring-gai Parish of Gordon and County of Cumberland being part of Portion 7 granted to John Terry Hughes on 29-2-1840.

FIRST SCHEDULE

~~YVONNE ELIZABETH PERCIVAL SWAN, Married Woman, ROBERT JOHN SWAN, Plasterer and DAVID ALEXANDER JAMES SWAN, Student, an infant born on 22nd April 1952 all of Gordon as Tenants in Common in equal shares.~~

SECOND SCHEDULE

1. Reservations and conditions, if any, contained in the Crown Grant above referred to.
2. Right of Carriageway created by Transfers Nos.F774478 and F774480 appurtenant to Lot Y above described affecting the pieces of land designated (E) and (F) respectively in the plan hereon.
3. Right of Carriageway created by Transfer No.F774483 appurtenant to the land above described affecting the piece of land 20 feet wide designated (G) in the plan hereon.

Jawatson
Registrar General.

NOTE: ENTRIES RULED THROUGH AND AUTHENTICATED BY THE SEAL OF THE REGISTRAR GENERAL ARE CANCELLED.

WARNING: THIS DOCUMENT MUST NOT BE REMOVED FROM THE LAND TITLES OFFICE.

PERSONS ARE CAUTIONED AGAINST ALTERING OR ADDING TO THIS CERTIFICATE OR ANY NOTIFICATION HEREON

五

Plandode Pty. Ltd.



consolidation

See new edition issued 16-3-63.
 5000 12 1188472.

Handwritten signature

7274570 7/27/78 1034

SECOND SCHEDULE (continued)

NATURE	INSTRUMENT NUMBER	DATE	PARTICULARS	ENTERED	Signature of Registrar-General	CANCELLATION
Mortgage	13334473	6-12-1988	To Mr. James Gurne 90% paid cost thereof Hypothecation both being subject to the provisions of the Act as respects the charges of interest & costs. 			
Lien	1314212	1-4-1967	In witness whereof I have signed at London this 1st day of April 1967  CAVEAT	30-4-1970 30-4-1970	Jarvis Jarvis	Discharged N88411 Discharged N88410

NOTE: ENTRIES RULED THROUGH AND AUTHENTICATED BY THE SEAL OF THE REGISTRAR-GENERAL ARE CANCELLED

NEW SOUTH WALES

CERTIFICATE OF TITLE

REAL PROPERTY ACT, 1900, as amended.

TORRENS TITLE
Register Book

Application No. 4927

Prior Title Volume 6959 Folio 26



EH

Vol. 11281 Fol. 242C
~~CANCELLED~~
 Edition issued 25-3-1970
 L333438, L333439 and L333440
 See new edition

I certify that the person described in the First Schedule is the registered proprietor of the undermentioned estate in the land within described subject nevertheless to such exceptions encumbrances and interests as are shown in the Second Schedule.

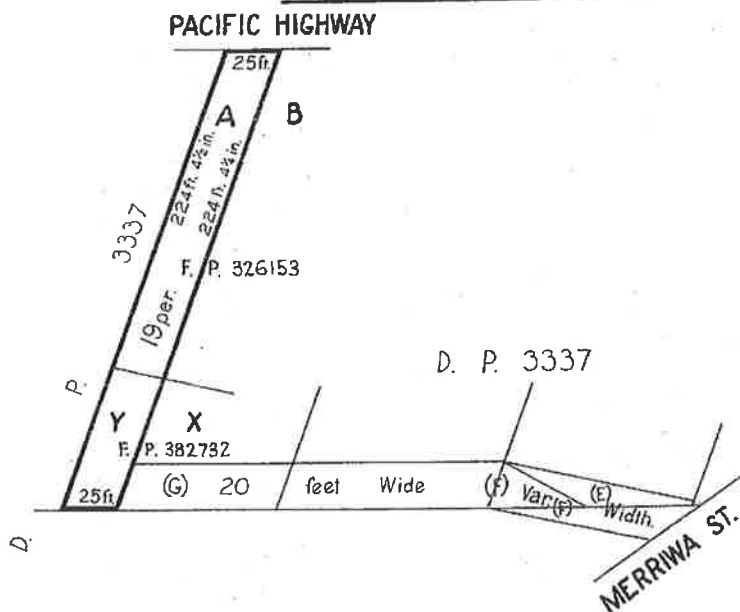
Witness

Barnes

Jawatson
Registrar General.



PLAN SHOWING LOCATION OF LAND



L333438

L333439

L333440

Scale : 60 feet to one inch.

ESTATE AND LAND REFERRED TO

Estate for the life of or remarriage of Jean Phyllis Swan in two undivided one third shares in Lot A in plan lodged with Partial Discharge of Mortgage No.B975231 (Filed as F.P.326153) and Lot Y in plan lodged with Transfer No.F774483 (filed as F.P.382732) in the Municipality of Ku-ring-gai Parish of Gordon and County of Cumberland being part of Portion 7 granted to John Terry Hughes on 29-2-1840.

FIRST SCHEDULE

JEAN PHYLLIS SWAN, of Gordon, Widow.

SECOND SCHEDULE

1. Reservations and conditions, if any, contained in the Crown Grant above referred to.
2. Right of Carriageway created by Transfers Nos. F774478 and F774480 appurtenant to Lot Y above described affecting the pieces of land designated (E) and (F) respectively in the plan hereon.
3. Right of Carriageway created by Transfer No.F774483 appurtenant to the land above described affecting the piece of land 20 feet wide designated (G) in the plan hereon.

Jawatson
Registrar General.

NOTE: ENTRIES RULED THROUGH AND AUTHENTICATED BY THE SEAL OF THE REGISTRAR GENERAL ARE CANCELLED.

WARNING: THIS DOCUMENT MUST NOT BE REMOVED FROM THE LAND TITLES OFFICE.

PERSONS ARE CAUTIONED AGAINST ALTERING OR ADDING TO THIS CERTIFICATE OR ANY NOTIFICATION HEREON

FIRST SCHEDULE (continued)

REGISTERED PROPRIETOR		INSTRUMENT		DATE	ENTERED	Signature of Registrar-General
NATURE	NUMBER	NATURE	NUMBER			
Pelandaba Pty. Ltd.		Transfer	188412	19-1-1973	15-2-1973	<i>Janetson</i>
CANCELLED consolidation.						
See new edition issued 16-3-1973.						
Vide T2 088412.						
<i>Janetson</i>						
REGISTERED GENERAL						

SECOND SCHEDULE (continued)

INSTRUMENT		DATE	PARTICULARS	ENTERED	Signature of Registrar-General	CANCELLATION	
NATURE	NUMBER						
Mortgage	1 333443	6-12-1968	To Alan Teasdale & Sons Pty. Ltd.		<i>Janetson</i>	Discharged	1188411
			Horton Heywood & Co. (Congregational) Ministers	30-4-1970	<i>Janetson</i>	Withdrawn	1188410
	1384212	1-4-1964	CAPITAL	30-4-1970	<i>Janetson</i>		

NOTE: ENTRIES RULED THROUGH AND AUTHENTICATED BY THE SEAL OF THE REGISTRAR-GENERAL ARE CANCELLED

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH
-----FOLIO: 16/249171

SEARCH DATE	TIME	EDITION NO	DATE
22/10/2013	3:39 PM	3	5/10/2011

LAND

LOT 16 IN DEPOSITED PLAN 249171
AT GORDON
LOCAL GOVERNMENT AREA KU-RING-GAI
PARISH OF GORDON COUNTY OF CUMBERLAND
TITLE DIAGRAM DP249171

FIRST SCHEDULE

ALTO PRESTIGE PTY LIMITED (T 8273563)

SECOND SCHEDULE (5 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 F774478 RIGHT OF CARRIAGEWAY APPURTENANT TO THE PART OF THE LAND ABOVE DESCRIBED SHOWN SO BENEFITED IN THE TITLE DIAGRAM AFFECTING THE LAND DESIGNATED (Z) IN DP382733
- 3 F774480 RIGHT OF CARRIAGEWAY APPURTENANT TO PART OF THE LAND ABOVE DESCRIBED SHOWN SO BENEFITED IN THE TITLE DIAGRAM AFFECTING THE LAND DESIGNATED (B), (E) & (X) IN DP382733
- 4 F774483 RIGHT OF CARRIAGEWAY APPURTENANT TO THE LAND ABOVE DESCRIBED AFFECTING THE LAND SHOWN AS RIGHT OF WAY 20 FEET WIDE WITHIN LOT X IN DP382732
- 5 AG537040 MORTGAGE TO AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

PRINTED ON 22/10/2013

* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register.

© State of New South Wales through Land and Property Information (2013)

SAI Global Property Division an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with section 96B(2) of the Real Property Act 1900.

97-07L



LEASE

Real Property Act 1900



2348829 V

8

Office of

OFFICE OF STATE REVENUE
 1996/97 STAMP DUTY (N.S.W. TREASURY) P34
 DUTY \$101-35 REC NO 401693729

(A) PROPERTY LEASED

Show no more than 20 References to Title.
 Specify the part or premises if appropriate.

Certificate of Title Volume 11408 Folio 127

(Folio Identifier 1/654047)

PART: being Shop 1, Ground Floor
 870 Pacific Highway, Gordon

(B) LODGED BY

L.T.O. Box

Name, Address or DX and Telephone

Ralph Fitzgerald

Level 3, 7-9 Merriwa Street

P. O. Box 426, Gordon NSW 2072

Tel: 418 5511

REFERENCE (max. 15 characters):

(C) LESSOR

GEORGIO ALTOMONTE HOLDINGS PTY LIMITED

ACN 000 798 943

(D) The lessor leases to the lessee the property described above subject to the following ENCUMBRANCES

1. 2. 3. 4.

(E) LESSEE

L

SNAP FRANCHISING LIMITED ACN 009 016 013
 of 105 Hay Street, Subiaco, WA 6008

(F)

TENANCY:

(G) 1. TERM: Four (4) years

2. COMMENCING DATE: 15/03/96

3. TERMINATING DATE: 14/03/2000

4. With an OPTION TO RENEW for a period of four (4) years set out in

5. ~~With an OPTION TO PURCHASE set out in~~

6. Together with and reserving the RIGHTS set out in Annexure "A"

7. Incorporates the provisions set out in ANNEXURE "A" hereto.

8. ~~Incorporates the provisions set out in MEMORANDUM No. filed in the Land Titles Office.~~

INSTRUCTIONS FOR FILLING OUT THIS FORM ARE AVAILABLE FROM THE LAND TITLES OFFICE

CHECKED BY (office use only)

R

(H) DATE 15th March 1996

We certify this dealing correct for the purposes of the Real Property Act 1900.

Signed in my presence by the lessor who is personally known to me.

THE COMMON SEAL of GEORGIO ALTOMONTE

HOLDINGS PTY LIMITED was hereunto

affixed by authority of its Board and

in the presence of:

~~Signature of Witness~~

Director

~~Name of Witness (BLOCK LETTERS)~~~~Address of Witness~~

Secretary

~~Signature of Lessee~~

Signed in my presence by the lessee who is personally known to me

THE COMMON SEAL of SNAP FRANCHISING

LIMITED was hereunto affixed by

authority of its Board and in the

presence of:

~~Signature of Witness~~

Director

~~Name of Witness (BLOCK LETTERS)~~~~Address of Witness~~

Secretary

~~Signature of Lessee~~

(I) I solemnly and sincerely declare that the time for the exercise of the Option to Renew/Purchase in expired lease No.

has ended and the lessee under that lease has not exercised the option.

I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths Act, 1900.

Made and subscribed at in the State of on 19.....

in the presence of

Signature of Witness

Name of Witness (BLOCK LETTERS)

Address and Qualification of Witness

Signature of Lessor

THIS AND THE FOLLOWING 26 PAGES IS ANNEXURE "A" TO DEED OF LEASE
DATED THE 15th DAY OF March 1996.
BETWEEN GEORGIO ALTOMONTE HOLDINGS PTY LTD ("LESSOR")
AND SNAP FRANCHISING LIMITED ("LESSEE")
AND TIMOTHY ROBERT HOSKINS and
VICTORIA MARGARET HOSKINS ("GUARANTORS")

THE REFERENCE SCHEDULE

ITEM 1: BUILDING

Certificate of Title Volume 11408 Folio 127 (Folio Identifier 1/654047)
together with the improvements erected on the land known as 870 Pacific
Highway, Gordon.

ITEM 2: RENT:

Forty two thousand one hundred and sixty four dollars and five cents
(\$42,164.05) per annum.

ITEM 3: INSTALMENTS OF RENT:

Equal calendar monthly instalments of Three thousand five hundred and
thirteen dollars and sixty seven cents (\$3,513.67). ✓

ITEM 4: RENT COMMENCEMENT DATE:

15 March 1996. ✓

ITEM 5: REVIEW DATES:

Date

Manner of Rent Review

15 March 1997

Market Review Date and Percentage
Review Date ✓

15 March 1998

CPI Review Date and Percentage Review
Date ✓

15 March 1999

Market Review Date and Percentage
Review Date

R ~~SH~~ gm 98

ITEM 6: PERCENTAGE RATE FOR INCREASE(S):

Four (4%) per centum.

ITEM 7: INITIAL AMOUNT ATTRIBUTABLE TO CAR PARKING:

Not applicable.

ITEM 8: LESSEE'S PERCENTAGE OF OUTGOINGS:

20.4%

ITEM 9: FURTHER TERM:

Four (4) years commencing on 15 March 2000.

ITEM 10: REVIEW DATES FOR FURTHER TERM:

<u>Date</u>	<u>Manner of Rent Review</u>
15 March 2001	Market Review Date and Percentage Review Date
15 March 2002	CPI Review Date and Percentage Review Date
15 March 2003	Market Review Date and Percentage Review Date

ITEM 11: PERMITTED USE:

Retail printing shop and associated sales and market activities.

ITEM 12: ACCESS TIMES:

At all times subject to the Lessee complying with the Obligations.

ITEM 13: DECORATION TIMES:

14 March 2000, 14 March 2004

ITEM 14: PUBLIC LIABILITY COVER:

Ten Million Dollars (\$10,000,000-00)

R 2014

ITEM 15: GUARANTOR:

1. Timothy Robert Hoskins, 8 Duntroon Avenue, Roseville, NSW, 2069
2. Victoria Margaret Hoskins, 8 Duntroon Avenue, Roseville, NSW, 2069

ITEM 16: AMOUNT OF BANK GUARANTEE:

An amount equal to three months rent and outgoings from time to time, initially being an amount of \$12,000.00.

ITEM 17: ANCILLARY RIGHTS:

The right to park (at the entire risk of the Lessee) in two car parking spaces in the car parking areas of the Premises as the Lessor shall from time to time designate.

R-2014

PART 1 - RENT AND OUTGOINGS:**1.1 The Lessee shall:**

- 1.1.1 pay the Rent to the Lessor during the Term without deduction or demand by equal calendar monthly instalments as specified in Item 3 (or as reviewed pursuant to this Lease) in advance on the first day of each month during the Term. When the commencement date of the Term is not the first day of the month, then the first instalment is to be paid on the commencement date of the Term by an instalment being the sum of the proportionate part of the monthly instalment until the commencement date of the next calendar month plus the monthly instalment in respect of that next calendar month. Subsequent calendar monthly instalments shall be payable on the first day of each month. When the commencement day of the Term is not the first day of the month then the last instalment shall be the proportionate part of the monthly instalment until the last day of the Term.
- 1.1.2 if the Lessor requires pay the Rent by bank authority to an account nominated from time to time by the Lessor.
- 1.1.3 if any Rent or other moneys whether or not in the nature of rent payable by the Lessee to the Lessor pursuant to this Lease remain unpaid for seven (7) days after they have become due (whether demanded or not) pay to the Lessor interest calculated daily on any amounts remaining unpaid at the Specified Rate from the earlier of the date those moneys first became due by the Lessee or are outlaid or incurred by the Lessor (as the case may be) to the date upon which those moneys are paid or reimbursed to or recovered by the Lessor (both days inclusive). The Lessor shall be entitled to recover any such interest as rent in arrears. The Lessee acknowledges that the payment to or the demand receipt or recovery by the Lessor of that interest shall not prejudice or otherwise affect the Lessor's other rights upon the default by the Lessee in paying the Rent or any other moneys.

1.2 The Rent shall be reviewed on each of the Review Dates in the following manner:

- 1.2.1 On each Review Date specified in Item 5 as a Market Review Date the Rent shall increase to the amount agreed by the Lessor and the Lessee as the current market rent of the Premises at the relevant Review Date for the year commencing on that date as between a willing Lessor and a willing Lessee with vacant possession for a term equal to the sum of the Term and the Further Term and upon the terms and conditions of this Lease PROVIDED THAT if the current market rent of the Premises is less than the Rent, then the Rent shall not be reduced. If no agreement is reached prior to the Review Date the current market rent shall be determined by a Valuer who shall:
 - (a) take no account of the value of any goodwill attributable to the Lessee's business and the value of the Lessee's fixtures and fittings in the Premises;
 - (b) take no account of any deleterious condition of the Premises if such condition results from any breach of any Obligation;

- (c) take account of the provisions of this Lease;
- (d) take account of the current market rent of comparable premises in the Building, comparable premises in the vicinity of the Building, and other premises of a quality size and location similar to the Premises;
- (e) assume that the Premises are fit for immediate occupation and use even if work has been carried out by the Lessee or subtenant which has diminished the current market rent of the Premises and if the Premises are destroyed or damaged as if they had been fully restored and were in tenantable repair;
- (f) assume that the Premises are available to be let by a willing landlord to a willing tenant as a whole without premium but with vacant possession and subject to the provisions of this Lease for a term equal to the Term and Further Term of this Lease;
- (g) assume that all Obligations have been fully performed;
- (h) where the Premises are more than one floor take account of the Premises on a floor-by-floor basis;
- (i) take no account of any difference in the annual open market rental that is accountable to fluctuations caused by any subleasing of the Premises;


1.2.2 On each Review Date specified in Item 5 as a Percentage Review Date the Rent shall increase by the relevant percentage specified in Item 6.

1.2.3 On each Review Date specified in Item 5 as a Consumer Price Index Review Date the Rent shall increase by the percentage that the Index Number has increased since the last Review Date (or in the case of the first Review Date since the commencement date of the Term). For the purposes of ascertaining the increase the relevant Index Number shall be in the case of the first Review Date, the Index Number for the quarter immediately prior to the commencement date of the Term and in the case of each subsequent Review Date the Index Number for the quarter immediately prior to the last Review Date. An Index Number will be the relevant number notwithstanding that its date of publication may be after the relevant Review Date.

1.2.4 Where more than one method of review is specified for any Review Date in Item 5 then the Rent shall increase by the amount calculated by using the method of review which gives the greatest increase in Rent from the methods specified.

1.3 Any delay in agreeing or determining Rent shall not prejudice the Lessor's right subsequently to require the Rent to be reviewed in accordance with this Lease. Where there is a delay in agreeing or determining Rent the Lessee shall:

- (a) continue to pay Rent at the rate payable immediately prior to the relevant Review Date up to the date of agreement or determination;



towards those arrears or other moneys owing, and if the Lessor does this he shall account to the Lessee for the amount appropriated.

- 1.5 Clause 1.4 shall survive the expiry or termination of this Lease for the purpose of making any balancing adjustment to Clause 1.4.4.
- 1.6 The Lessee shall pay for all services supplied or provided to the Premises (including gas, electricity water telephones and telex) provided that if the Premises are not separately metered or charged in respect of that service (and the cost of such service is not included in the Outgoings) the Lessor may pay for the provision of that service and if so the Lessee shall forthwith pay to the Lessor the Lessor's estimate (which shall be final and binding on the Lessee except in the case of manifest error) of the cost of the provision of that service attributable to the Premises.
- 1.7 If the Premises become subject to the Strata Titles Act, 1973 Item 8 is amended by deleting the specified percentage and by inserting "100%".

PART 2 - HOLDING OVER AND OPTION FOR FURTHER TERM:

- 2.1 If the Lessee continues to occupy the Premises after the expiration of the Term, with the consent of the Lessor, otherwise than pursuant to a further lease expressly granted by the Lessor to the Lessee, it shall do so as a monthly tenant only, at a rent payable monthly in advance equal to one-twelfth of the Rent last payable during the Term reviewed to the amounts determined in accordance with clause 1.2.3 as if the expiry of the Term was a Review Date and thereafter on each anniversary of the expiry of the Term in the same manner. The tenancy shall be terminable at any time by either party giving to the other one (1) month's written notice but otherwise shall be subject to the provisions of this Lease as are consistent with a monthly tenancy.
- 2.2 If the Lessee gives the Lessor not more than six (6) and not less than three (3) months written notice before the expiry of the Term that it wishes to renew this Lease for the Further Term and provided that there is no subsisting breach by the Lessee of the Obligations at the date of exercise of the option and at the date of expiration of the Term then the Lessor shall upon the expiry of the Term grant to the Lessee a lease for the Further Term upon the same provisions as this Lease but amended as follows:
 - 2.2.1 The amount specified in Item 2 shall be the amount determined in accordance with Clause 1.2.3 as if the commencement date of the Further Term was a CPI Review Date.
 - 2.2.2 The date to be specified in Item 4 shall be the commencement date of the Further Term.
 - 2.2.3 The dates and words to be specified in Item 5 shall be the dates and words specified in Item 10 of this Lease.
 - 2.2.4 There shall be no option of renewal, so that this Clause 2.2 shall be deleted and Item 9 and Item 10 shall read "Not applicable".

R. 2.2.4

PART 3 - USE OF AND CONDUCT ON PREMISES:

3. The Lessee shall:

3.1 Not use the Premises:

3.1.1 for any purpose other than as specified in Item 11 or such other purpose as the Lessor may consent to, but the Lessor's consent shall not be unreasonably withheld in respect of any other retail or sales or marketing activity which is approved by the Kuringai Municipal Council and which does not conflict with the use of any other part of the building;

3.1.2 for any illegal purpose or for any purpose in contravention of any approval consent or zoning by any competent authority;

3.1.3 as a dwelling or sleeping place or keep any animals birds or other livestock thereon;

3.1.4 for an auction sale;

3.1.5 except during the times specified in Item 12.

3.2 Not without the prior written consent of the Lessor (who may require plans and details as it considers necessary to be submitted to it by the Lessee) make or permit or suffer any alteration or addition whatsoever to the Premises (including the erection, demolition, installation, or alteration of any partitioning within the Premises) or mark drill cut maim injure or deface or in any way damage the Premises, and at the end of the Term or any further Term if the Lessor so requires remove those alterations and additions and restore the Premises to their condition prior to the making of those alterations and additions to the satisfaction of the Lessor and at the cost of the Lessee.

3.3 Comply with:

3.3.1 the regulations relating to fire and fire prevention of the Fire Brigade and any competent authority; and

3.3.2 any statute regulation ordinance and by-law and the requirements of every government or other competent authority.

3.4 Not cause any damage to or obstruction of the Building the Common Parts or any road serving the Building and not place or store any goods outside the Premises.

3.5 Not erect or display any sign or advertisement on the Building or the outside of the Premises or within the Premises so that the sign or advertisement can be seen from outside the Premises without the prior written consent of the Lessor (consent not to be unreasonably withheld) and the consents of all competent authorities and upon the termination of this Lease to remove all signs and advertisements.

3.6 Not use the lavatories conveniences and water apparatus in the Premises for any purpose other than those for which they were constructed and on demand pay to the

P-214

Lessor an amount sufficient to compensate the Lessor for damage resulting from misuse by the Lessee.

- 3.7 Not without the written consent of the Lessor bring into install use place or permit or suffer to be brought into the Premises plant machinery or other articles which may cause undue noise or vibrations or which are of a weight or size which may cause damage directly or indirectly to the Premises.
- 3.8 Not bring on to the Premises any dangerous inflammable explosive noxious or offensive substance except in accordance with the purpose specified in Item 11 and provided that the Lessee ensures that all proper and prudent measures are taken in the storage and use of the substance and that the Lessor is previously notified of the nature and extent of the substance brought on to the Premises.
- 3.9 Not do any act or thing which in the reasonable opinion of the Lessor may be offensive or cause a nuisance damage or annoyance or inconvenience to the Lessor or to the owners lessees or occupiers of any adjoining or neighbouring premises or land.
- 3.10 Not overload the electric wires and cables serving the Premises.
- 3.11 Give to the Lessor full particulars of any licence consent permission notice order requirement recommendation or proposal given or issued in respect of or in connection with the Premises by any competent authority within seven (7) days of its receipt by the Lessee.
- 3.12 Comply with any reasonable regulations the Lessor may make for the more efficient management of the Building (including its security and that of its lessees and occupants).
- 3.13 Observe and perform any restrictions stipulations and covenants referred to in the Certificate of Title for the Building.
- 3.14 Not obstruct any of the windows or ventilators belonging to the Premises nor to permit any new window or ventilator or other encroachment or easement of which the Lessee is aware to be made against or over the Premises.
- 3.15 In carrying out any construction fitting out reinstatement or removal works or alterations to the Premises:
 - 3.15.1 ensure that the works and alterations are carried out in a good and workmanlike manner by licensed and reputable tradepersons; and
 - 3.15.2 immediately repair and reinstate any damage caused in carrying out the works or alterations to the satisfaction of the Lessor.
- 3.16 Observe the covenants on the part of the Lessee contained in any head lease (except those relating to the payment of rent or insurances and those which are inconsistent with the Obligations).
- 3.17 Keep the premises free and clear of pests and vermin and if requested by the Lessor have the Premises treated regularly for the eradication of pests and vermin.

- 3.18 Obtain maintain and renew from time to time all licences permits consents and registrations required to lawfully use the Premises for the purpose specified in Item 11.
- 3.19 The Lessee shall not permit or suffer any Pollutant to escape or be released into or from the Premises or Building or any part thereof and shall comply with all Environmental Protection Laws to which it is subject pursuant to its occupation of the Premises.
- 3.20 The Lessee shall give the Lessor notice in writing of all notices or restraining orders issued in respect of the Building or Premises pursuant to any Environmental Protection Law.
- 3.21 The Lessee shall permit the Lessor at any time to enter the Premises and affix upon any external parts of the Premises noticeboards or other signs advertising any proposed sale and during the last six months of the Term the reletting of the Premises, and the Lessee shall not remove or obscure those notices. The Lessee shall permit the Lessor and those authorised by it at all reasonable times to show the Premises to prospective purchasers and at all reasonable times during the last three months during the Term and at any stage during any holding over period to show the Premises to prospective tenants.
- 3.22 The Lessor makes no warranty that the Premises are suitable to be used for any particular purpose, and the Lessee acknowledges that in entering into this Lease it has not relied upon any representation made by or on behalf of the Lessor as to the suitability of the Premises for any particular purpose.
- 3.23 The Lessor makes no warranty that the Premises can be lawfully used for the purpose specified in Item 11.
- 3.24 The Lessor will (at the cost of the Lessee) supply the Lessee with keys enabling the Lessee to gain access to the Premises. The Lessee shall immediately inform the Lessor if any of the keys supplied is lost and if so required by the Lessor pay for the changing of any locks. The Lessee shall return all keys supplied by the Lessor at the end of the Term.
- 3.25 The Lessee shall be responsible for protecting and keeping safe the Premises from theft and robbery and shall keep all windows and doors properly locked at all times that the Premises are unoccupied.

PART 4 - REPAIR & MAINTENANCE:

The Lessee shall:

- 4.1 Repair, maintain and keep the Premises in good and substantial repair and condition having regard to their state of repair and condition at the commencement date of the Term (reasonable wear and tear and damage by any of the Insured Risks excepted provided that no policy of insurance effected by the Lessor has been rendered void or voidable by virtue of any act matter or thing done by the Lessee or a Lessee Party). It is hereby acknowledged and agreed that the Lessee shall not be obliged by anything

R-304

expressed in or implied by this Lease to carry out any structural repairs or works to the Premises unless the same arise (whether directly or indirectly) as a result of any of the following:

- 4.1.1 The neglect or default by any Lessee party to observe or perform any of the Obligations;
- 4.1.2 The use or occupation of the Premises by the Lessee or any sublessee;
- 4.1.3 The employment of any person in the premises by the Lessee or any sublessee;
- 4.1.4 The use of any fixtures fittings plant machinery or goods in the Premises by the Lessee or any sublessee;
- 4.1.5 The carrying out of any alterations or additions to the Premises by the Lessee or any sublessee or the reinstatement of the Premises following any alterations or additions thereto;
- 4.1.6 The bringing onto the Premises by the Lessee or any sublessee of any plant machinery or other items (whether consented to by the Lessor or not),

In which event the Lessee shall at the option of the Lessor either at its own cost forthwith repair and reinstate the structure of the Building so requiring repair, or carry out such structural works as may be necessary to comply with the requirements of any competent authority to the reasonable satisfaction of the Lessor and all relevant authorities or if the Lessor has itself elected to carry out such repairs and reinstatement or works, the Lessee shall forthwith upon demand by the Lessor pay to the Lessor all its costs and expenses (including all professional fees) incurred in connection therewith.

- 4.2 Decorate the Premises at or not more than sixty (60) days prior to the dates specified in Item 13.
- 4.3 If required by the Lessor enter into and maintain fully comprehensive maintenance contracts for the maintenance of any lighting power heating ventilation fire prevention air conditioning and other equipment or plant which exclusively serve the Premises with reputable maintenance contractors first approved by the Lessor (approval not to be unreasonably withheld) and produce to the Lessor at any time upon demand such contracts and evidence that any sums due thereunder have been fully paid.
- 4.4 Replace broken glass in the Premises with glass of the same or similar quality and all broken or damaged plumbing, lighting, heating and electrical equipment appliances and other fixtures and fittings of the Lessor in the Premises.
- 4.5 At the expiration or sooner determination of the Term yield up to the Lessor the Premises (but excluding any fittings and fixtures which are tenants' trade fixtures or fittings or which are otherwise required to be removed pursuant to this Lease) duly repaired and maintained in accordance with the Obligations.

R-24

- 4.6 Permit the Lessor its servants agents and workmen to enter upon the Premises upon giving not less than two days notice to the Lessee except in the case of emergency when no notice shall be required:
- 4.6.1 to take a plan of or to examine the state of repair and condition of the Premises and to take inventories; and
- 4.6.2 to execute repairs alterations or other work to the Premises or any adjoining or neighbouring premises or land and for the purpose of building upon any adjoining or neighbouring land provided that the person or persons exercising this right shall make good in a reasonable manner all consequential damage to the Premises and cause as little inconvenience to the Lessee as is practical.
- 4.7 Keep the Premises including external surfaces of windows and doors clean and tidy and not place leave or permit to be placed or left any debris or rubbish in any part of the Premises.
- 4.8 Keep waste, trash and garbage in proper receptacles.
- 4.9 Keep the fire extinguishers hoses and other fire fighting or prevention equipment serving the Premises in good working order and condition and ensure that it is inspected at least once in every year of the Term by the competent authority.
- 4.10 If the Lessor does not as part of the Lessor's Services arrange for the cleaning of the Premises the Lessee shall enter into and maintain a comprehensive cleaning contract for the daily cleaning of the Premises with a reputable commercial cleaning contractor first approved by the Lessor (approval not to be unreasonably withheld) and produce to the Lessor at any time upon demand a copy of that contract.

PART 5 - DESTRUCTION:

- 5.1 If the Premises are destroyed or damaged so as to render the Premises or any substantial part substantially unfit for the use of or occupation by the Lessee or so as to deprive the Lessee of substantial use of or access to the Premises:
- 5.1.1 This Lease may be terminated without compensation by either the Lessor or the Lessee by written notice to the other provided that the Lessee shall not be entitled to terminate this Lease unless the Premises have not been rendered fit for the use and occupation of the Lessee or the use of and access to the Premises have not been substantially restored within a reasonable time after the destruction or damage.
- 5.1.2 Termination shall be without prejudice to the rights of either party in respect of any antecedent breach or matter.
- 5.1.3 On the happening of the damage or destruction (provided that any insurance moneys that would have been payable to the Lessor are not wholly or partially irrecoverable by reason of any act or default of a Lessee Party) the Rent and

the Lessee's Proportion of Outgoings or a proportionate part thereof (according to the nature and extent of the damage) shall abate and all or any remedies for the recovery of abated Rent and the Lessee's Proportion of Outgoings are suspended until the Premises are rebuilt or reinstated or made fit for the occupation and use of the Lessee or until access is provided or until the Lease is terminated pursuant to Clause 5.1.1 as the case may be. Any dispute arising out of this clause shall be determined by a Valuer whose fees shall be paid by the Lessor and Lessee in equal shares unless otherwise awarded.

- 5.2 Nothing imposes any obligation upon the Lessor to rebuild or reinstate or make fit for occupation the Premises following damage or destruction.

PART 6 - INSURANCES AND INDEMNITIES:

6. The Lessee shall:

- 6.1 At its own cost effect and keep current a policy of public risk insurance with a reputable and solvent insurer with respect to the Premises and the business carried on in the Premises in which limits of public risk shall not be less than the amount specified in Item 14 (or such other amount as the Lessor may from time to time reasonably require) as the amount payable in respect of liability arising out of any one single accident or event and shall deliver to the Lessor on demand a copy of the policy and a current certificate of insurance;
- 6.2 At its own cost effect and keep current plate glass insurance (for the full replacement value) in respect of all plate glass attached to or forming part of the Premises and shall deliver to the Lessor on demand a copy of the policy and a current certificate of insurance;
- 6.3 Include as the insured parties in respect of each of the policies effected pursuant to Clause 6.1 and 6.2 the Lessor, any superior Lessor, and any person or persons nominated by the Lessor as being mortgagees of the Premises.
- 6.4 Indemnify and keep indemnified the Lessor from and against all actions claims demands losses damages costs and expenses which the Lessor may sustain or incur or for which the Lessor may become liable in respect of or arising from:
- 6.4.1 The neglect or default of any Lessee Party to observe or perform any of the Obligations;
- 6.4.2 The negligent use or misuse waste or abuse by any Lessee Party of any water gas electricity or other services to the Premises;
- 6.4.3 The overflow, leakage or escape of water fire gas electricity or any other harmful agent whatsoever in or from the Premises;
- 6.4.4 The failure of the Lessee upon becoming aware of any defect in the Lessor's Services to notify the Lessor of that defect;
- R*

6.4.5 The use of the Premises and the Common Parts by any Lessee Party;

6.4.6 The carrying out of any additions or alterations or other works to the Premises by any Lessee Party;

6.4.7 The use by any Lessee Party of any car parking facilities permitted by this Lease;

6.4.8 The happening of any accident or event in or about the Premises,

and the Lessor shall not be liable to the Lessee for any injury loss or damage which may be suffered or sustained to any property or by a Lessee Party on the Premises unless caused by the wilful act or omission of the Lessor its servants or agents.

6.5 Comply with all requirements and recommendations of the Lessor's insurer and not do or omit to do anything on or about the Premises which may increase the premium above the ordinary rate or render any additional premium payable for the Lessor's insurance or which may make void or voidable that policy and reimburse the Lessor forthwith on demand any additional premium which may have been paid or become payable by reason of that act or omission together with all expenses incurred by the Lessor in relation to the renewal of any policy of insurance (which shall not form part of the Insurance Cost).

6.6 Inform the Lessor of any thing arising from the Lessee's use of the Premises affecting the Lessor's insurances.

6.7 If the Building is damaged or destroyed by any of the Insured Risks and the insurance money under the insurance policy is wholly or partially irrecoverable by reason (solely or in part) of any act or default of a Lessee Party the Lessee shall forthwith pay to the Lessor the whole or as the case may require a fair proportion of the cost of rebuilding and reinstating the Building.

PART 7 - ALIENATION:

7.1 The Lessee shall not assign, transfer, sublet, part with or share possession of the Premises or its interest in the Premises provided that the Lessee may assign this Lease or sub-let with the prior consent of the Lessor (consent not to be unreasonably withheld in the case of a respectable and responsible assignee or sub lessee). A change in effective management or control of the Lessee (if not a listed public company) constitutes an assignment of this Lease.

7.2 If the assignee or sub lessee is not a listed public company then the directors and principal shareholders shall if required by the Lessor jointly and severally covenant with the Lessor in the manner set out in Part 12.

7.3 Upon any assignment of this Lease the assignee shall if required by the Lessor covenant with the Lessor to observe and perform the Obligations.

7.4 Any subletting shall be upon the same terms as this Lease and at a rent which is no less than the Rent and shall be capable of being determined by the Lessor upon determination of this Lease.

- 7.5 Upon any assignment of this Lease the Lessor shall not be obliged to release the Lessee from the Obligations or the Guarantor from Part 12.

PART 8 - DEFAULT AND DETERMINATION:

- 8.1 The Lessor shall be entitled to exercise any of the rights specified in Clause 8.2 if:

8.1.1 the Lessee repudiates this Lease:

8.1.2 there is a breach of an essential provision;

8.1.3 the Rent or any other moneys payable by the Lessee to the Lessor pursuant to this Lease are in arrears or unpaid for a period of fourteen (14) days (whether or not demanded);

8.1.4 the Lessee defaults in the performance of an Obligation (not relating to the payment of Rent or other moneys) which is not an essential provision and that default is reasonably capable of remedy and the Lessee fails to comply with a notice giving a period of not less than twenty eight days within which the default must be remedied;

8.1.5 the Lessee is a corporation:

(a) an order is made or a resolution is passed for its winding up or proceedings are initiated or a meeting called to obtain any such order or to pass such resolution;

(b) a receiver manager or receiver and manager of its undertaking or any part is appointed or an official manager or provisional liquidator is appointed;

(c) if the Lessee is not a public listed company and without the prior written consent of the Lessor any sale transfer or other disposition of the shares in its issued capital or any issue or allotment of any new shares in its capital or any other act matter or thing occurs is done or performed the effect of which is to transfer directly or indirectly the effective management and control of the Lessee.

8.1.6 the Lessee is an individual and:

(a) dies or becomes incapable of managing his own affairs;

(b) is declared bankrupt or makes any arrangement with his creditors; or

(c) any execution or other process of any Court or other authority issues out against or is levied upon any of the property of the Lessee;

8.1.7 the Lessee stops or threatens to stop payment of its debts or without the prior written consent of the Lessor ceases or threatens to cease to carry on its business;

R-24

- 8.1.8 any warranty or representation expressed in or implied by this Lease or otherwise made by or on behalf of the Lessee to the Lessor prior to entering into this Lease is found to be materially incorrect;
- 8.1.9 a final judgement is entered in any Court against the Lessee and is not satisfied within twenty eight (28) days;
- 8.1.10 the Lessee without the prior written consent of the Lessor creates or purports to create any charge or mortgage over its interest in this Lease.
- 8.2 Upon the happening of any of the events specified in Clause 8.1 the Lessor may exercise any of the following rights:
 - 8.2.1 to re-enter (forcibly if necessary) the Premises or any part of the Premises in the name of the whole and repossess the Premises as of its former estate and expel and remove the Lessee and all other occupiers without liability for the tort of trespass or to the Lessee for any liability it may incur and without prejudice to any remedies which might otherwise be available to the Lessor to recover arrears of Rent or in respect to any antecedent breach of the Obligations and re-entry shall (unless the Lessor otherwise expressly elects) immediately cause this Lease to determine as if it had expired by effluxion of time but the Lessee shall remain liable for all Rent due to the date of re-entry and for all other moneys due pursuant to this Lease; or
 - 8.2.2 to reduce the Term by giving the Lessee written notice expiring on a date being no earlier than twenty eight days after the date of service of the notice.
- 8.3 Upon re-entry pursuant to Clause 8.2.1 the Lessor may retain any furniture fittings fixtures or other items belonging to the Lessee in the Premises and the Lessor shall have the right to sell those items by public auction and apply the proceeds of sale towards the payment of any moneys payable to the Lessor pursuant to this Lease and for the purpose of any sale pursuant to the Clause, the Lessee irrevocably appoints the Lessor Attorney of the Lessee and authorises the Lessor to do all things necessary to effect any sale and to retain from the proceeds of any sale any amount received until the Lessor has been paid 100 cents in the dollar in respect of the indebtedness of the Lessee to the Lessor.
- 8.4 If any of the events specified in Clause 8.1.5 occurs to any Guarantor being a corporation or if any of the events specified in Clause 8.1.6 occurs to any Guarantor being an individual then the Lessee shall within fourteen (14) days of that event procure an additional guarantee and indemnity of the Obligations (in the form contained in Part 12) by a respectable responsible and solvent person acceptable to the Lessor.

PART 9 - ESSENTIAL PROVISIONS:

- 9.1 The Lessee represents that it will at all times comply with the Obligations and the Lessee acknowledges that the Lessor has entered into this Lease on the basis of that representation.

9.2 The following Obligations:

- Part 1: Rent and Outgoings: Clauses 1.1. and 1.4
- Part 3: Permitted Use and Conduct: Clause 3.1
- Part 4: Repair and Maintenance: Clause 4.1
- Part 6: Insurance and Indemnities: Clauses 6.1 and 6.4
- Part 7: Alienation: Clause 7.1

are essential provisions provided that nothing shall prevent any other Obligations from being construed as essential.

- 9.3 The acceptance by the Lessor of arrears of rent or outgoings does not constitute a waiver of the essential nature of Clauses 1.1 and 1.4.
- 9.4 If there is a breach of an essential provision the Lessor is entitled to recover damages from the Lessee for that breach in addition to any other right to which the Lessor is entitled.
- 9.5 If the Lessee repudiates this Lease or defaults in the performance of an Obligation the Lessee covenants to compensate the Lessor for the loss of or damage suffered by reason of the repudiation or default.
- 9.6 The Lessee indemnifies the Lessor against any liability or loss arising from the Lessee repudiating this Lease or defaulting in the performance of an Obligation.
- 9.7 The Lessor is entitled to recover damages against the Lessee in respect of repudiation of this Lease or default in the performance of an Obligation for damage suffered by the Lessor over the entire period of this Lease.
- 9.8 The Lessee indemnifies the Lessor in respect of repudiation of this Lease or default in the performance of an Obligation against any liability or loss arising from re-entry of the Premises by the Lessor or arising from any difference between the Rent and other moneys which would have been payable by the Lessee to the Lessor pursuant to this Lease for the unexpired period of the Term and the amount which the Lessor using reasonable endeavours has actually received as rent as at the date of the Lessor's demand from any subsequent occupier of the Premises in respect of the unexpired period of the Term.
- 9.9 The Lessor's entitlement to recover damages or to receive the benefit of an indemnity under this Part is not affected by the Lessee abandoning the Premises, by the Lessor re-entering the Premises or terminating this Lease or converting this Lease to a periodic tenancy, by the Lessor accepting the Lessee's repudiation or by the parties' conduct constituting a surrender by operation of law.

PART 10 - COSTS AND NOTICES:

- 10.1 The Lessee will pay to the Lessor:

R 2011

- 10.1.1 on demand, all legal and other costs and disbursements (including stamp duty) incurred by the Lessor in relation to any application by the Lessee for consent to an assignment of this Lease or the granting of a sub-lease or any other dealing with the Lessee's interest herein or any other matter requiring the consent of the Lessor pursuant to an Obligation or in connection with any breach or threatened breach of any Obligation or with any proceeding for enforcement of payment of Rent or any other Obligation.
- 10.1.2 upon the signing of this Lease the Lessor's legal and other costs and disbursements in connection with the preparation of this Lease and the stamping and registration of it;
- 10.1.3 all Financial Institutions or similar duty incurred by the Lessor in relation to the payment of the Rent and any other moneys payable pursuant to this Lease.
- 10.2 Service of any notice required or authorised by this Lease may be effected in the manner permitted by Section 170 of the Conveyancing Act, 1919.

PART 11 - LESSOR'S COVENANTS:

- 11.1 The Lessee upon paying the Rent and performing the Obligations shall peaceably hold and enjoy the Premises during the Term without any interference from the Lessor or any person rightfully claiming under or in trust for the Lessor.
- 11.2 The Lessor will use its best endeavours to provide the Lessor's Services on normal working days (excluding public holidays) during normal business hours provided that the Lessor shall not be liable for any failure at any time to provide any of the Lessor's Services.
- 11.3 The Lessor shall endeavour to obtain the consent of any mortgagee having an interest in the premises and shall execute this Lease, and shall use its best endeavours to arrange for its stamping and registration within ninety days after the date on which the Lessee delivers to the Lessor, or to its solicitors, this Lease (in duplicate) duly executed by the Lessee, by the Guarantors, together with a bank cheque in payment of stamp duty, the bank guarantee required by Clause 13 of this Lease, and all of the Lessor's requirements pursuant to the Lease provided that if the Mortgagee's consent has not been obtained and the Lease finally registered within one hundred and eighty (180) days from the date of first execution by the Lessee and the payment of stamp duty and the provision of the bank guarantee, then the Lessee shall have the right by notice in writing to the Lessor to terminate this Lease without prejudice to the Lessee's other rights.

PART 12 - GUARANTEE AND INDEMNITY:

- 12.1 The Guarantor and the Lessee acknowledge that this Lease has been granted by the Lessor at the request of the Guarantor upon condition that the Guarantor guarantees to the Lessor the Obligations. In this Part the Obligations shall also include the payment to the Lessor by the Lessee of mesne profits.

Handwritten signature/initials

- 12.2 The Guarantor guarantees to the Lessor that the Lessee will perform all the Obligations and in default of performance by the Lessee of any of the Obligations the Guarantor covenants with the Lessor to perform the Obligations or cause them to be performed as if the Obligations were primarily the responsibility of the Guarantor.
- 12.3 The Guarantor indemnifies and keeps indemnified the Lessor from and against all losses damages costs charges liabilities and expenses of whatsoever kind which may at any time be suffered or incurred by the Lessor by reason or in consequence of default by the Lessee in the performance of the Obligations or in consequence of the Lessor attempting to enforce performance of the Obligations.
- 12.4 The Guarantor acknowledges to and agrees with the Lessor that:-
- 12.4.1 This guarantee and indemnity is a continuing guarantee and indemnity and principal obligation between the Guarantor and the Lessor and shall not be affected by any claim or right which the Lessee or the Guarantor may have or purport to have against the Lessor on any account whatsoever.
- 12.4.2 The amount of any moneys from time to time due and payable by it and the performance of its obligations pursuant to this Part shall be paid and performed by the Guarantor in accordance with the provisions of this Lease and if not so specified then on demand by the Lessor.
- 12.4.3 The liability of the Guarantor shall not be avoided or impaired by:
- (a) the Lessor granting time or other indulgence to or making any composition with the Lessee or the Guarantor;
 - (b) the Lessee or the Guarantor being wound up or passing a resolution for their respective liquidation or by the appointment of a receiver or liquidator respectively;
 - (c) the Lessee or the Guarantor becoming bankrupt or entering into any composition or arrangement with its respective creditors or becoming of unsound mind or dying;
 - (d) the Lessee or the Guarantor entering into any composition or arrangement with its respective creditors or assigning its respective estates or any part thereof for the benefit of creditors;
 - (e) the Lessor obtaining any further or other covenant security or guarantee for the Obligations from the Lessee or from any other person;
 - (f) the Lessor forbearing, neglecting compromising abandoning or failing to exercise any remedy or right for the enforcement of its rights or powers under this Lease or any other security or guarantee;
 - (g) any of the covenants of the Lessee or the Guarantor being or becoming illegal invalid void or unenforceable;

P-324

- (h) the absence of any notice to the Guarantor of default by the Lessee or the Guarantor or any other person who may become a guarantor;
- (i) the existence of any legal disability of the Lessee or the Guarantor;
- (j) the Lessor waiving any breach or default by the Lessee or the Guarantor;
- (k) the variation, alteration or renewal of the Lease whether or not the variation alteration or renewal was with the consent knowledge or agreement of the Guarantor;
- (l) the Lease not having been registered.

12.4.4 The execution of this Lease by the Guarantor constitutes a consent to and an awareness of the Obligations and any variation compromise or release of the Obligations.

12.4.5 No payment by any person shall operate to discharge or reduce the Guarantor's liability to the Lessor if that payment is or may be or may become voidable as a preference under any law relating to bankruptcy or the winding up of companies or other corporate entities and no grant of discharge or release consequent upon such a payment shall discharge the liability of the Guarantor.

12.4.6 The Guarantor's liability hereunder shall not be affected by any claim or right to set off or cross action which the Lessee or the Guarantor may respectively have or claim to have against the Lessor on any account nor shall the Guarantor be entitled to any set off against the Lessor.

12.5 The Guarantor:

12.5.1 covenants that upon the bankruptcy or liquidation of the Lessee the Guarantor will not prove in any such bankruptcy or liquidation in competition with the Lessor and the Guarantor irrevocably appoints the Lessor the Attorney of the Guarantor and authorises the Lessor to prove for all moneys which the Guarantor has paid on behalf of the Lessee or is entitled to receive from the Lessee or the estate of the Lessee and to retain and to carry to a suspense account and appropriate at the discretion of the Lessor any amount received until the Lessor has been paid one hundred cents in the dollar in respect of the indebtedness of the Lessee or the Guarantor as the case may be;

12.5.2 waives all rights inconsistent with the provisions of this Part including rights as to contribution and subrogation which the Guarantor might otherwise as surety be entitled to claim and enforce; and

2.5.3 covenants with the Lessor that so far as is within its power and is permissible by law to do all things as may be reasonably required by the Lessor to give effect to the provisions of this Part.

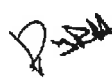
R. 24

- 12.6 The Guarantor covenants with and acknowledges to the Lessor that the guarantee and indemnity expressed in this Part shall enure for the benefit of the Lessor and its successors and assigns and that the Guarantor will at the request of the Lessor at any time enter into a deed with any transferee of the Building from the Lessor confirming this guarantee and indemnity to such transferee.

PART 13 - BANK GUARANTEE:

- 13.1 The Lessee shall deliver or cause to be delivered to the Lessor, on or before execution of this Lease, the Bank Guarantee.
- 13.2 If the Lessee defaults in the performance of any Obligation or if mesne profits are owed to the Lessor then the Lessor, after having given to the Lessee at least twenty four hours notice in writing of the breach relied on by the Lessor and of its intention to make demand under the Bank Guarantee is authorised to demand that the guaranteeing bank pay to the Lessor the amount that (in the opinion of the Lessor) is due to the Lessor.
- 13.3 The Lessor shall be entitled to recover Rent and damages for breach of covenant without being limited to the amount secured under the Bank Guarantee.
- 13.4 Any demand made shall not constitute a waiver by the Lessor of any default or shall not prejudice any other right of the Lessor.
- 13.5 Should any amount of the Bank Guarantee be demanded from time to time by the Lessor then the Lessee shall upon demand by the Lessor provide to the Lessor a further Bank Guarantee for the amount demanded in order to reinstate the amount of the Bank Guarantee.
- 13.6 The Lessor shall return the Bank Guarantee to the Lessee on expiry or termination of this Lease subject to the Lessee vacating the Premises and otherwise complying with the Obligations (unless Clause 13.3 applies).

PART 14 - ANCILLARY RIGHTS, EXCEPTIONS AND RESERVATIONS:

- 14.1 This Lease includes the rights specified in Item 17 and if the right to park cars in the carparking areas of the Building is specified the following provisions shall apply:
- 14.1.1 The Lessee shall park cars only in the carparking area in the positions designated by the Lessor.
- 14.1.2 The Lessee shall have the right to identify its car parking spaces by painting appropriate identifying numbers letters or names in its spaces or by erecting at its own expense and with the consent in each case of the Lessor appropriate identifying name plates adjacent to each space and the Lessee covenants to remove its signs or painting at its own expense on the termination of this Lease and to make good any damage.
- 

- 4.1.3 The Lessee shall not permit or allow any car to be cleaned greased oiled washed or repaired in any part of the Building.
- 14.1.4 The Lessee shall not store or permit or suffer to be stored or kept in any part of the Building any petrol or other inflammable fuel except as is contained in the petrol or other fuel feed tanks forming a permanent part of a car.
- 14.1.5 The Lessor shall not be held responsible for the loss of or damage to any car or for the loss of or damage to any article or thing in or upon any car or for any injury to any person howsoever that loss damage or injury may arise or be caused.
- 14.2 There is excepted and reserved from this Lease:
 - 14.2.1 the right at all times upon giving reasonable prior notice to the Lessee (except in the case of emergency where no notice shall be required) for the Lessor to enter the Premises for any purpose in connection with its rights duties and obligations expressed in or implied by this Lease;
 - 14.2.2 the free and uninterrupted passage and running at all times of water oil gas electricity and other services from and to the Premises and any adjoining or neighbouring premises whether belonging to the Lessor or not through and along the conduits which are now or may hereafter be in the Premises and the right for the Lessor to lay move remove replace and maintain those conduits;
 - 14.2.3 all rights of light or air now subsisting or which might (but for this exception) be acquired over any neighbouring land or premises; and
 - 14.2.4 as may be specified in the Certificate of Title for the Premises.
- 14.3 The Lessee shall have the right to use the Common Parts for their designated use in common with other authorised persons.

PART 15. INTERPRETATION AND DEFINITIONS:

- 15.1 A reference to:
 - 5.1.1 this Lease includes the Reference Schedule to this Lease;
 - 15.1.2 an Item means the respective Item in the Reference Schedule;
 - 15.1.3 a Clause or Part means the respective Clause and Part of this Lease;
 - 15.1.4 a word importing the singular includes the plural number and vice versa;
 - 15.1.5 a statutory provision includes that provision as amended or re-enacted (either before or after the date of this Lease) from time to time;

Handwritten signature/initials

15.1.6 a party to this Lease includes the legal personal representatives or permitted assigns of that party;

15.1.7 a determination by a Valuer or other independent person of any dispute or matter arising pursuant to this Lease means a determination by that person acting as an expert and not as an arbitrator.

15.2 Where commencing with a capital letter:

15.2.1 **"Bank Guarantee"** means the banker's guarantee or undertaking in a form reasonably acceptable to the Lessor to secure the performance by the Lessee of the Obligations for the amount specified in Item 16.

15.2.2 **"Building"** means the land specified in Item 1, improvements erected on the land and Lessor's fixtures and fittings (including any part of the Building) as modified extended or altered at any time.

15.2.3 **"Common Parts"** means those parts of the Building provided by the Lessor from time to time for common use by the occupants of the Building including the entrances, lobbies, corridors, stairways, car parking areas, lifts, tea-rooms, washrooms and toilets.

15.2.4 **"Decorate"** means to clean, repair and prepare in a good and workmanlike manner and then to paint in colours approved by the Lessor (approval not to be unreasonably withheld) with at least two coats of paint all parts of the Premises previously painted and to paper varnish and otherwise treat all parts of the Premises previously treated in a manner approved by the Lessor (approval not to be unreasonably withheld) and to carry out all work using good quality materials.

15.2.5 **"Environmental Protection Law"** means any statute, rule, order, regulation, ordinance, instruction, directive, authority, permit or licence regulating the discharge, emission, release, discarding or escape of any Pollutant.

15.2.6 **"Estimate"** means the reasonable written estimate of Outgoings by the Lessor.

15.2.7 **"Further Term"** means the period specified in Item 9.

15.2.8 **"Guarantor"** means the person specified in Item 15.

15.2.9 **"Index Number"** means the Consumer Price Index Number for Sydney (All Groups) as published from time to time by the Australian Bureau of Statistics or any official substitution for that number.

15.2.10 **"Insurance Cost"** means insurance premiums and other fees and charges (including stamp duties and statutory fees) arising from insuring the Building for the amount which the Lessor reasonably considers from time to time to be

the full reinstatement value of the Building against the Insured Risks, loss of Rent and Outgoings, employers' risks, public liability and plate glass.

- 15.2.11 **"Insured Risks"** means fire lightning storm tempest and other risks against which the Lessor from time to time reasonably considers expedient to insure the Building, including the costs of demolition and removal of debris, and other incidental costs.
- 15.2.12 **"Lessee"** means the person referred to as the lessee on the front page of this Lease and includes its successors in title and permitted assigns.
- 15.2.13 **"Lessee Party"** means the Lessee and its servants agents employees contractors or visitors (whether or not by invitation) and any person claiming through or under the Lessee or any person under the control or direction of the Lessee.
- 15.2.14 **"Lessee's Percentage"** means the percentage specified in Item 8.
- 15.2.15 **"Lessor"** means the person referred to as the Lessor on the front page of this Lease and includes the persons for the time being entitled to the reversion immediately expectant upon expiry of the Term.
- 15.2.16 **"Lessor's Services"** means lighting power heating airconditioning ventilation management caretaking cleaning security lifts elevators and landscaping (including any contract for the provision of any service) and any other service or facility from time to time provided by the Lessor (at its discretion) for the benefit of the Lessee notwithstanding that service may also be of benefit to the Lessor or other occupants of the Building.
- 15.2.17 **"Obligations"** means all of the obligations of the Lessee both in law and equity to the Lessor pursuant to this Lease, including payment of Rent and all other moneys payable by the Lessee to the Lessor pursuant to this Lease or pursuant to any tenancy arising as a result of the Lessee holding over with the consent of the Lessor, or the performance and observance of any other provision.
- 15.2.18 **"Outgoings"** means:
- (a) rates taxes (including Land Tax on the basis specified in Section 26 of the Retail Leases Act, 1994) charges impositions and fees payable by the Lessor to any government or authority in respect of the Building charged to or payable by the Lessor provided that if the Building is not separately assessed or charged in respect of any such rate tax charge imposition or fee there shall be included in the Outgoings the Lessor's estimate (which shall be final and binding on the Lessee except in the case of manifest error) of the rates taxes charges impositions or fees (as the case may be) attributable to the Building;
 - (b) charges incurred by the Lessor in relation to the supply and usage of electricity, gas, water sewerage and drainage to and the removal of waste and garbage from the Building provided that if the Building is not

separately charged rated or metered in respect of any service there shall be included in the Outgoings the Lessor's estimate (which shall be final and binding on the Lessee except in the case of manifest error) of the charges attributable to the Building;

- (c) charges for lighting, power, heating, air conditioning and ventilation incurred by the Lessor in relation to the Building;
- (d) Lessor's Services;
- (e) Insurance Cost;
- (f) if the Premises are or become subject to the Strata Titles Act, 1973, levies and other charges, other than those for capital costs, made by the Body Corporate in respect of the lot comprising the Premises or the lot of which the premises forms part;
- (g) charges incurred by the Lessor for maintenance and repairs to the Building other than structural maintenance and repairs and other than capital costs, but not exceeding ten per centum (10%) of the aggregate of Outgoings (excluding this item) provided that the maintenance and repairs do not arise or become necessary due to the neglect or default of the Lessee.

15.2.19 **"Pollutant"** means any hazardous material or contaminant whether in solid, liquid or gaseous form which on discharge, emission, release, discarding or escape may give rise to a contamination of the physical, chemical or biological condition of the atmosphere, land or water.

15.2.20 **"Premises"** means that part of the Building being the premises referred to on the front page of this Lease (including any part of the Premises) which for the purposes of obligation as well as grant exclude any Common Parts but include the surface of all internal walls floors and ceilings and all floor and wall coverings, all doors and door frames, all windows and window frames, all internal partitioning (erected by the Lessor or the Lessee or any other person at any time) and all the Lessor's fixtures and fittings in the Premises (including any lighting power heating air conditioning and ventilation plant and equipment exclusively serving the Premises).

15.2.21 **"Rent"** means the amount specified in Item 2 as reviewed from time to time.

15.2.22 **"Rent Commencement Date"** means the date specified in Item 4.

15.2.23 **"Review Dates"** means the dates specified in Item 5.

15.2.24 **"Specified Rate"** means the rate which is three per centum above the annual interest rate from time to time charged by the Lessor's principal bankers on unarranged overdrafts of more than \$100,000.00.

15.2.25 **"Term"** means the term granted by this Lease.

- 15.2.26 "Valuer" means a valuer who is a member of not less than five (5) years standing of the Australian Institute of Land Valuers and Economists (NSW Division) Inc with experience in assessing properties of the same nature as the Premises.
- 15.3 When two or more persons comprise the Lessee or Guarantor all the provisions of this Lease bind those persons jointly and each of them severally and also bind the respective personal representatives assigns and successors in title of each of them jointly and severally.
- 15.4 The covenants powers and provisions implied in leases by virtue of the Conveyancing Act, 1919 (as amended) are expressly negatived except in so far as they are included in this Lease.
- 15.5 A reference to the Lessor includes a reference to any superior lessor or any mortgagee from the Lessor or any superior lessor of the Premises:
- 15.5.1 where there are rights easements and reservations exercisable by or benefiting the Lessor;
 - 15.5.2 where there is an obligation to obtain consent from the Lessor; and
 - 15.5.3 where there are any indemnities in favour of the Lessor.
- 15.6 An Obligation not to do or omit any act or thing extends to an obligation not to permit any third party to do or omit the same.
- 15.7 A reference to the Lessor includes a reference to the Body Corporate if the Premises become subject to the Strata Titles Act, 1973.
- 15.8 An approval consent permission or notice required by this Lease is not valid unless in writing.
- 15.9 Marginal notes and headings are for the purpose of identification only and not to be considered in the interpretation of this Lease.
- 15.10 This Lease shall be interpreted in accordance with the laws of New South Wales.
- 15.11 The Lessor shall be entitled to exercise any right on its behalf expressed in or implied by this Lease by itself, its employees agents servants or contractors.
- 15.12 To the extent permitted by law the application to this Lease of any moratorium or other statute ordinance rule or regulation which reduces or postpones the payment of rent or extends the Term or otherwise affects the operation of any of the provisions of this Lease to the detriment of the Lessor is expressly excluded and negatived.
- 15.13 Any provision of this Lease which is or shall be or become in breach of the Trade Practices Act, 1974 or any other statute rule or regulation and in consequence of that breach is void voidable unenforceable or invalid shall for so long as it is in breach be severable from this Lease and this Lease shall be interpreted as if that provision was not expressed in it.

INDEX

	PAGE NO.
REFERENCE SCHEDULE	1
PART 1. RENT AND OUTGOINGS:	4
PART 2. HOLDING OVER AND OPTION FOR FURTHER TERM:	7
PART 3. PERMITTED USE AND CONDUCT:	8
PART 4. REPAIR AND MAINTENANCE:	10
PART 5. DESTRUCTION:	12
PART 6. INSURANCES AND INDEMNITIES:	13
PART 7. ALIENATION:	14
PART 8. DEFAULT AND DETERMINATION:	15
PART 9. ESSENTIAL PROVISIONS:	16
PART 10. COSTS AND NOTICES:	17
PART 11. LESSOR'S COVENANTS:	18
PART 12. GUARANTEE AND INDEMNITY:	18
PART 13. BANK GUARANTEE:	21
PART 14. ANCILLARY RIGHTS, EXCEPTIONS AND RESERVATIONS:	21
PART 15. INTERPRETATION AND DEFINITIONS:	22

THIS IS ANNEXURE 'B' TO LEASE DATED THE 15th DAY OF March 1996

BETWEEN GEORGIO ALTOMONTE HOLDINGS PTY LIMITED ("LESSOR")

AND SNAP FRANCHISING LIMITED ("LESSEE")

AND TIMOTHY ROBERT HOSKINS and VICTORIA MARGARET HOSKINS ("GUARANTORS")

EXECUTED AS A DEED

The common seal of Georgio Altomonte Holdings Pty Limited)
 is affixed in accordance with)
 its Articles of Association)
 in the presence of)



[Signature]
 Signature of authorised person

[Signature]
 Signature of authorised person

SECRETARY
 Office held

DIRECTOR
 Office held

JAMES HENRY STUBBS
 Name of authorised person

GEORGE ALTOMONTE
 Name of authorised person

The common seal of Snap Franchising Limited)
 is affixed in accordance)
 with its Articles of)
 Association in the presence of)



[Signature]
 Signature of authorised person

[Signature]
 Signature of authorised person

DIRECTOR
 Office held

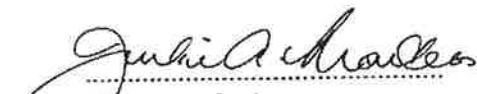
SECRETARY
 Office held


TIMOTHY ROBERT HOSKINS
 Name of authorised person

ROY LIVERIDGE
 Name of authorised person

Signed sealed and delivered by
TIMOTHY ROBERT HOSKINS
in the presence of:

)
)
)
)

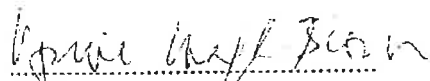

Signature of Witness


Signature of Guarantor

JULIE MARTIN
Name of Witness (print)

Signed sealed and delivered by
VICTORIA MARGARET HOSKINS
in the presence of:

)
)
)


Signature of Witness


Signature of Guarantor

VIRGINIA MARIE-BROWN.
Name of Witness (print)

HOJENSUEASISUNAT RLF

CONSENT OF MORTGAGEE

FROM: THE EQUITY TRUSTEES EXECUTORS AND AGENCY
COMPANY LIMITED ACN 004 031 298

TO: GEORGIO ALTOMONTE HOLDINGS PTY LIMITED

RE: LEASE TO SNAP FRANCHISING LIMITED OF SHOP 2,
GROUND FLOOR, 870 PACIFIC HIGHWAY, GORDON

THE EQUITY TRUSTEES EXECUTORS AND AGENCY COMPANY LIMITED ACN 004 031 298, as Mortgagee under Mortgage No: I105222 HEREBY CONSENTS to the within Lease as from the registration thereof and not further or otherwise and subject to and without in any way limiting abridging affecting or prejudicing the rights powers and remedies of the Mortgagee under the said Mortgage (or any of them) which rights powers and remedies shall remain in full force and effect as if this consent had not been given save and except that as long as the covenants conditions and provisions of the within Lease are duly observed and performed the Mortgagee will in the event of the exercise of the power of sale or other power or remedy of the Mortgagee on default under the said Mortgage (or any of them) exercise the same subject to the then subsisting rights of the Lessee under the within Lease and this limited consent is also given on the express condition that the consent of the Mortgagee is procured in all cases where the consent of the Lessor is necessary under the within Lease and that the Mortgagee shall not be obliged to perform any covenant or agreement by the Lessor contained in the within Lease and that all rights powers and remedies of the Lessor under the within Lease shall absolutely vest in and be exercisable and enforceable by the Mortgagee immediately upon the Mortgagee giving notice to the Lessee of demand to enter into receipt of the rents and profits of the leased premises.

DATED: the 6th day of June 1996. > Seal

THE COMMON SEAL of THE EQUITY TRUSTEES EXECUTORS AND AGENCY COMPANY LIMITED was duly affixed by authority of the Directors:



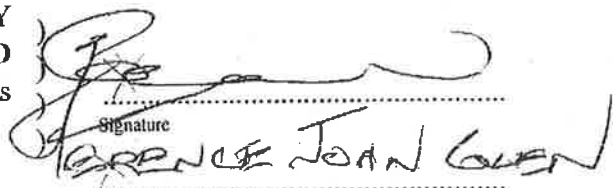
Signature

PETER MURRAY HARTLETT

Full Name (Print Please)

Chief Trust Officer

Position



Signature

Full name (Print Please)

General Manager

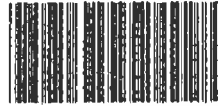
Position

97-07SL



SUB-LEASE

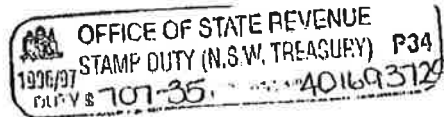
Real Property Act, 1900



2348830 M

8

Office



(A) HEAD LEASE

(B) PROPERTY SUB-LEASED

Show no more than 30 References to Title.
Specify the part or premises if appropriate.

Folio Identifier 1/654047 PART being Shop 2,
870 Pacific Highway, Gordon

(C) LODGED BY

L.T.O. Box 40	Name, Address or DX and Telephone Ralph Fitzgerald Level 3, 7-9 Merriwa Street, Gordon PO Box 426, Gordon, 2072 Tel: 418 5511 REFERENCE (max. 15 characters):
----------------------	--

(D) SUB-LESSOR

SNAP FRANCHISING LIMITED (ACN 009 016 013)

(E) The sub-lessor leases to the sub-lessee the property described above subject to the following ENCUMBRANCES

1, 2, 3, 4,

(F) SUB-LESSEE

SL

FITE HOLDINGS PTY LIMITED (ACN 001 027 608)
8 Duntroon Avenue, Roseville

(G)

as joint tenants/tenants in common

(H) 1. TERM: Three years three hundred and sixty five days

2. COMMENCING DATE: 15/3/96

3. TERMINATING DATE: 13/3/2000

4. With an OPTION TO RENEW for a period of three years three hundred and sixty five days

5. Together with and reserving the RIGHTS set out in Annexure "A"

6. Incorporates the provisions set out in ANNEXURE "A" hereto.

7. Incorporates the provisions set out in MEMORANDUM No. _____ filed in the Land Titles Office.

INSTRUCTIONS FOR FILLING OUT THIS FORM ARE AVAILABLE FROM THE LAND TITLES OFFICE

CHECKED BY (office use only)

R 2004

(I) We certify this dealing correct for the purposes of the Real Property Act, 1900

DATE OF EXECUTION15...3...96.....

Signed in my presence by the sub-lessor who is personally known to me
THE COMMON SEAL of SNAP FRANCHISING
LIMITED was hereunto affixed by
authority of its Board and in the
presence of:.....
Signature of Witness

Director



Name of Witness (BLOCK LETTERS)

Address of Witness

Secretary Signature of Sub-Lessor

Signed in my presence by the sub-lessee who is personally known to me
THE COMMON SEAL of FITE HOLDINGS PTY
LIMITED was hereunto affixed by
authority of its Board and in the
presence of:.....
Signature of Witness

Director



Name of Witness (BLOCK LETTERS)

Address of Witness

Secretary Signature of Sub-Lessee

I solemnly and sincerely declare that the time for the exercise of the Option to Renew in expired lease No.
has ended and the lessee under that lease has not exercised the option,
I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths Act, 1900.
Made and subscribed at in the State of on 19
in the presence of

Signature of Witness

Name of Witness (BLOCK LETTERS)

Address of Witness

Signature of Sub-Lessee

THIS AND THE FOLLOWING 28 PAGES IS ANNEXURE "A" TO DEED OF
SUBLEASE DATED THE 15th DAY OF March 1996.
BETWEEN SNAP FRANCHISING LIMITED ("LESSOR")
AND FITE HOLDINGS PTY LIMITED ("LESSEE")
AND TIMOTHY ROBERT HOSKINS and
VICTORIA MARGARET HOSKINS ("GUARANTORS")

THE REFERENCE SCHEDULE

ITEM 1: BUILDING

Certificate of Title Volume 11408 Folio 127 (Folio Identifier 1/654047)
together with the improvements erected on the land known as 870 Pacific
Highway, Gordon.

ITEM 2: RENT:

Forty two thousand one hundred and sixty four dollars and five cents
(\$42,164.05) per annum.

ITEM 3: INSTALMENTS OF RENT:

Equal calendar monthly instalments of Three thousand five hundred and
thirteen dollars and sixty seven cents (\$3,513.67).

ITEM 4: RENT COMMENCEMENT DATE:

15 March 1996.

ITEM 5: REVIEW DATES:
Date

Manner of Rent Review

15 March 1997

Market Review Date and Percentage
Review Date

15 March 1998

CPI Review Date and Percentage Review
Date

15 March 1999

Market Review Date and Percentage
Review Date

ITEM 6: PERCENTAGE RATE FOR INCREASE(S):

Four (4%) per centum.

ITEM 7: INITIAL AMOUNT ATTRIBUTABLE TO CAR PARKING:

Not applicable.

ITEM 8: LESSEE'S PERCENTAGE OF OUTGOINGS:

20.4%

ITEM 9: FURTHER TERM:

Three (3) years and three hundred and sixty five (365) days commencing on 15 March 2000.

ITEM 10: REVIEW DATES FOR FURTHER TERM:

<u>Date</u>	<u>Manner of Rent Review</u>
15 March 2001	Market Review Date and Percentage Review Date
15 March 2002	CPI Review Date and Percentage Review Date
15 March 2003	Market Review Date and Percentage Review Date

ITEM 11: PERMITTED USE:

Retail printing shop and associated sales and market activities.

ITEM 12: ACCESS TIMES:

At all times subject to the Lessee complying with the Obligations.

ITEM 13: DECORATION TIMES:

14 March 2000, 14 March 2004

ITEM 14: PUBLIC LIABILITY COVER:

Ten Million Dollars (\$10,000,000-00)

ITEM 15: GUARANTOR:

1. Timothy Robert Hoskins, 8 Duntroon Avenue, Roseville, NSW, 2069
2. Victoria Margaret Hoskins, 8 Duntroon Avenue, Roseville, NSW, 2069

ITEM 16: AMOUNT OF BANK GUARANTEE:

An amount equal to three months rent and outgoings from time to time, initially being an amount of \$12,000.00.

ITEM 17: ANCILLARY RIGHTS:

The right to park (at the entire risk of the Lessee) in two car parking spaces in the car parking areas of the Premises as the Lessor shall from time to time designate.

R 2014

PART 1 - RENT AND OUTGOINGS:

1.1 The Lessee shall:

1.1.1 pay the Rent to the Lessor during the Term without deduction or demand by equal calendar monthly instalments as specified in Item 3 (or as reviewed pursuant to this Lease) in advance on the first day of each month during the Term. When the commencement date of the Term is not the first day of the month, then the first instalment is to be paid on the commencement date of the Term by an instalment being the sum of the proportionate part of the monthly instalment until the commencement date of the next calendar month plus the monthly instalment in respect of that next calendar month. Subsequent calendar monthly instalments shall be payable on the first day of each month. When the commencement day of the Term is not the first day of the month then the last instalment shall be the proportionate part of the monthly instalment until the last day of the Term.

1.1.2 if the Lessor requires pay the Rent by bank authority to an account nominated from time to time by the Lessor.

1.1.3 if any Rent or other moneys whether or not in the nature of rent payable by the Lessee to the Lessor pursuant to this Lease remain unpaid for seven (7) days after they have become due (whether demanded or not) pay to the Lessor interest calculated daily on any amounts remaining unpaid at the Specified Rate from the earlier of the date those moneys first became due by the Lessee or are outlaid or incurred by the Lessor (as the case may be) to the date upon which those moneys are paid or reimbursed to or recovered by the Lessor (both days inclusive). The Lessor shall be entitled to recover any such interest as rent in arrears. The Lessee acknowledges that the payment to or the demand receipt or recovery by the Lessor of that interest shall not prejudice or otherwise affect the Lessor's other rights upon the default by the Lessee in paying the Rent or any other moneys.

1.2 The Rent shall be reviewed on each of the Review Dates in the following manner:

1.2.1 On each Review Date specified in Item 5 as a Market Review Date the Rent shall increase to the amount agreed by the Lessor and the Lessee as the current market rent of the Premises at the relevant Review Date for the year commencing on that date as between a willing Lessor and a willing Lessee with vacant possession for a term equal to the sum of the Term and the Further Term and upon the terms and conditions of this Lease PROVIDED THAT if the current market rent of the Premises is less than the Rent, then the Rent shall not be reduced. If no agreement is reached prior to the Review Date the current market rent shall be determined by a Valuer who shall:

- (a)** take no account of the value of any goodwill attributable to the Lessee's business and the value of the Lessee's fixtures and fittings in the Premises;
- (b)** take no account of any deleterious condition of the Premises if such condition results from any breach of any Obligation;

- (c) take account of the provisions of this Lease;
- (d) take account of the current market rent of comparable premises in the Building, comparable premises in the vicinity of the Building, and other premises of a quality size and location similar to the Premises;
- (e) assume that the Premises are fit for immediate occupation and use even if work has been carried out by the Lessee or subtenant which has diminished the current market rent of the Premises and if the Premises are destroyed or damaged as if they had been fully restored and were in tenantable repair;
- (f) assume that the Premises are available to be let by a willing landlord to a willing tenant as a whole without premium but with vacant possession and subject to the provisions of this Lease for a term equal to the Term and Further Term of this Lease;
- (g) assume that all Obligations have been fully performed;
- (h) where the Premises are more than one floor take account of the Premises on a floor-by-floor basis;
- (i) take no account of any difference in the annual open market rental that is accountable to fluctuations caused by any subleasing of the Premises;

1.2.2 On each Review Date specified in Item 5 as a Percentage Review Date the Rent shall increase by the relevant percentage specified in Item 6.

1.2.3 On each Review Date specified in Item 5 as a Consumer Price Index Review Date the Rent shall increase by the percentage that the Index Number has increased since the last Review Date (or in the case of the first Review Date since the commencement date of the Term). For the purposes of ascertaining the increase the relevant Index Number shall be in the case of the first Review Date, the Index Number for the quarter immediately prior to the commencement date of the Term and in the case of each subsequent Review Date the Index Number for the quarter immediately prior to the last Review Date. An Index Number will be the relevant number notwithstanding that its date of publication may be after the relevant Review Date.

1.2.4 Where more than one method of review is specified for any Review Date in Item 5 then the Rent shall increase by the amount calculated by using the method of review which gives the greatest increase in Rent from the methods specified.

1.3 Any delay in agreeing or determining Rent shall not prejudice the Lessor's right subsequently to require the Rent to be reviewed in accordance with this Lease. Where there is a delay in agreeing or determining Rent the Lessee shall:

- (a) continue to pay Rent at the rate payable immediately prior to the relevant Review Date up to the date of agreement or determination;

- (b) within seven (7) days after the Rent is agreed or determined pay an amount equal to any increase for the period from the relevant Review Date to the date of agreement or determination;
- (c) pay interest on and at the same time as the amount payable pursuant to Clause 1.3(b) calculated at the Specified Rate from the date of agreement or determination to the date of its payment; and
- (d) pay the Rent as increased or the new rent (as the case may be) from the date any such increase is agreed or determined.
- (e) For the purpose of Clause 1.2 the part of the Rent at the commencement of the Term which is attributable to the right to park cars in the Building (pursuant to Clause 14.1) is specified in Item 7.

1.4 The Lessee covenants with the Lessor to pay the Lessee's Percentage of Outgoings to the Lessor as follows:

- 1.4.1 For the purposes of this Clause a reference to a year shall mean a period of twelve (12) months commencing on the same day as the Term or such other date as the Lessor may at any time elect.
- 1.4.2 At least one month before the beginning of each year which is wholly or partly within the Term the Lessor shall give to the Lessee the Estimate in respect of that year.
- 1.4.3 For each year (or part of a year) during the Term the Lessee shall pay to the Lessor on account of the Lessee's Percentage of Outgoings for that year the Lessee's Percentage of the Estimate (or if the year to which the Estimate relates is partly outside the Term that part of the Estimate as is attributable to that part of the year within the Term) by equal monthly instalments in advance throughout the year to which the Estimate relates or that part of that year which is within the Term (as the case may be). Instalments shall be paid on the same day of the month that the instalments of Rent are payable pursuant to this Lease or such other day as the Lessor may from time to time specify to the Lessee.
- 1.4.4 Within three months after the end of each year during the Term and if Term expires or is determined during a year immediately after the end of that year (or as soon as is practicable) the Lessor shall give the Lessee a report showing the total of the actual Outgoings for that year (or if the year to which the statement relates is partly outside the Term such amount of the actual Outgoings as is attributable to that part of the year within the Term) and also showing the amount due to the Lessor or the Lessee (as the case may require after taking account of any payments by the Lessee pursuant to an Estimate) which amount shall be paid within one month after the end of each year.
- 1.4.5 If any amount is due to the Lessee pursuant to Clause 1.4.5 and if the Lessee owes the Lessor any arrears or other money pursuant to the Lease, then the Lessor may apply any moneys payable to the Lessee pursuant to Clause 1.4.5

R 2224

towards those arrears or other moneys owing, and if the Lessor does this he shall account to the Lessee for the amount appropriated.

- 1.5 Clause 1.4 shall survive the expiry or termination of this Lease for the purpose of making any balancing adjustment to Clause 1.4.4.
- 1.6 The Lessee shall pay for all services supplied or provided to the Premises (including gas, electricity water telephones and telex) provided that if the Premises are not separately metered or charged in respect of that service (and the cost of such service is not included in the Outgoings) the Lessor may pay for the provision of that service and if so the Lessee shall forthwith pay to the Lessor the Lessor's estimate (which shall be final and binding on the Lessee except in the case of manifest error) of the cost of the provision of that service attributable to the Premises.
- 1.7 If the Premises become subject to the Strata Titles Act, 1973 Item 8 is amended by deleting the specified percentage and by inserting "100%",

PART 2 - HOLDING OVER AND OPTION FOR FURTHER TERM:

- 2.1 If the Lessee continues to occupy the Premises after the expiration of the Term, with the consent of the Lessor, otherwise than pursuant to a further lease expressly granted by the Lessor to the Lessee, it shall do so as a monthly tenant only, at a rent payable monthly in advance equal to one-twelfth of the Rent last payable during the Term reviewed to the amounts determined in accordance with clause 1.2.3 as if the expiry of the Term was a Review Date and thereafter on each anniversary of the expiry of the Term in the same manner. The tenancy shall be terminable at any time by either party giving to the other one (1) month's written notice but otherwise shall be subject to the provisions of this Lease as are consistent with a monthly tenancy.
- 2.2 If the Lessee gives the Lessor not more than six (6) and not less than three (3) months written notice before the expiry of the Term that it wishes to renew this Lease for the Further Term and provided that there is no subsisting breach by the Lessee of the Obligations at the date of exercise of the option and at the date of expiration of the Term then the Lessor shall upon the expiry of the Term grant to the Lessee a lease for the Further Term upon the same provisions as this Lease but amended as follows:
 - 2.2.1 The amount specified in Item 2 shall be the amount determined in accordance with Clause 1.2.3 as if the commencement date of the Further Term was a CPI Review Date.
 - 2.2.2 The date to be specified in Item 4 shall be the commencement date of the Further Term.
 - 2.2.3 The dates and words to be specified in Item 5 shall be the dates and words specified in Item 10 of this Lease.
 - 2.2.4 There shall be no option of renewal, so that this Clause 2.2 shall be deleted and Item 9 and Item 10 shall read "Not applicable".

PART 3 - USE OF AND CONDUCT ON PREMISES:

3. The Lessee shall:

3.1 Not use the Premises:

3.1.1 for any purpose other than as specified in Item 11 or such other purpose as the Lessor may consent to, but the Lessor's consent shall not be unreasonably withheld in respect of any other retail or sales or marketing activity which is approved by the Kuringal Municipal Council and which does not conflict with the use of any other part of the building;

3.1.2 for any illegal purpose or for any purpose in contravention of any approval consent or zoning by any competent authority;

3.1.3 as a dwelling or sleeping place or keep any animals birds or other livestock thereon;

3.1.4 for an auction sale;

3.1.5 except during the times specified in Item 12.

3.2 Not without the prior written consent of the Lessor (who may require plans and details as it considers necessary to be submitted to it by the Lessee) make or permit or suffer any alteration or addition whatsoever to the Premises (including the erection, demolition, installation, or alteration of any partitioning within the Premises) or mark drill cut main injure or deface or in any way damage the Premises, and at the end of the Term or any further Term if the Lessor so requires remove those alterations and additions and restore the Premises to their condition prior to the making of those alterations and additions to the satisfaction of the Lessor and at the cost of the Lessee.

3.3 Comply with:

3.3.1 the regulations relating to fire and fire prevention of the Fire Brigade and any competent authority; and

3.3.2 any statute regulation ordinance and by-law and the requirements of every government or other competent authority.

3.4 Not cause any damage to or obstruction of the Building the Common Parts or any road serving the Building and not place or store any goods outside the Premises.

3.5 Not erect or display any sign or advertisement on the Building or the outside of the Premises or within the Premises so that the sign or advertisement can be seen from outside the Premises without the prior written consent of the Lessor (consent not to be unreasonably withheld) and the consents of all competent authorities and upon the termination of this Lease to remove all signs and advertisements.

3.6 Not use the lavatories conveniences and water apparatus in the Premises for any purpose other than those for which they were constructed and on demand pay to the

Lessor an amount sufficient to compensate the Lessor for damage resulting from misuse by the Lessee.

- 3.7 Not without the written consent of the Lessor bring into install use place or permit or suffer to be brought into the Premises plant machinery or other articles which may cause undue noise or vibrations or which are of a weight or size which may cause damage directly or indirectly to the Premises.
- 3.8 Not bring on to the Premises any dangerous inflammable explosive noxious or offensive substance except in accordance with the purpose specified in Item 11 and provided that the Lessee ensures that all proper and prudent measures are taken in the storage and use of the substance and that the Lessor is previously notified of the nature and extent of the substance brought on to the Premises.
- 3.9 Not do any act or thing which in the reasonable opinion of the Lessor may be offensive or cause a nuisance damage or annoyance or inconvenience to the Lessor or to the owners lessees or occupiers of any adjoining or neighbouring premises or land.
- 3.10 Not overload the electric wires and cables serving the Premises.
- 3.11 Give to the Lessor full particulars of any licence consent permission notice order requirement recommendation or proposal given or issued in respect of or in connection with the Premises by any competent authority within seven (7) days of its receipt by the Lessee.
- 3.12 Comply with any reasonable regulations the Lessor may make for the more efficient management of the Building (including its security and that of its lessees and occupants).
- 3.13 Observe and perform any restrictions stipulations and covenants referred to in the Certificate of Title for the Building.
- 3.14 Not obstruct any of the windows or ventilators belonging to the Premises nor to permit any new window or ventilator or other encroachment or easement of which the Lessee is aware to be made against or over the Premises.
- 3.15 In carrying out any construction fitting out reinstatement or removal works or alterations to the Premises;
 - 3.15.1 ensure that the works and alterations are carried out in a good and workmanlike manner by licensed and reputable tradespersons; and
 - 3.15.2 immediately repair and reinstate any damage caused in carrying out the works or alterations to the satisfaction of the Lessor.
- 3.16 Observe the covenants on the part of the Lessee contained in any head lease (except those relating to the payment of rent or insurances and those which are inconsistent with the Obligations).
- 3.17 Keep the premises free and clear of pests and vermin and if requested by the Lessor have the Premises treated regularly for the eradication of pests and vermin.

- 3.18 Obtain maintain and renew from time to time all licences permits consents and registrations required to lawfully use the Premises for the purpose specified in Item 11.
- 3.19 The Lessee shall not permit or suffer any Pollutant to escape or be released into or from the Premises or Building or any part thereof and shall comply with all Environmental Protection Laws to which it is subject pursuant to its occupation of the Premises.
- 3.20 The Lessee shall give the Lessor notice in writing of all notices or restraining orders issued in respect of the Building or Premises pursuant to any Environmental Protection Law.
- 3.21 The Lessee shall permit the Lessor at any time to enter the Premises and affix upon any external parts of the Premises noticeboards or other signs advertising any proposed sale and during the last six months of the Term the reletting of the Premises, and the Lessee shall not remove or obscure those notices. The Lessee shall permit the Lessor and those authorised by it at all reasonable times to show the Premises to prospective purchasers and at all reasonable times during the last three months during the Term and at any stage during any holding over period to show the Premises to prospective tenants.
- 3.22 The Lessor makes no warranty that the Premises are suitable to be used for any particular purpose, and the Lessee acknowledges that in entering into this Lease it has not relied upon any representation made by or on behalf of the Lessor as to the suitability of the Premises for any particular purpose.
- 3.23 The Lessor makes no warranty that the Premises can be lawfully used for the purpose specified in Item 11.
- 3.24 The Lessor will (at the cost of the Lessee) supply the Lessee with keys enabling the Lessee to gain access to the Premises. The Lessee shall immediately inform the Lessor if any of the keys supplied is lost and if so required by the Lessor pay for the changing of any locks. The Lessee shall return all keys supplied by the Lessor at the end of the Term.
- 3.25 The Lessee shall be responsible for protecting and keeping safe the Premises from theft and robbery and shall keep all windows and doors properly locked at all times that the Premises are unoccupied.

PART 4 - REPAIR & MAINTENANCE:

The Lessee shall:

- 4.1 Repair, maintain and keep the Premises in good and substantial repair and condition having regard to their state of repair and condition at the commencement date of the Term (reasonable wear and tear and damage by any of the Insured Risks excepted provided that no policy of insurance effected by the Lessor has been rendered void or voidable by virtue of any act matter or thing done by the Lessee or a Lessee Party). It is hereby acknowledged and agreed that the Lessee shall not be obliged by anything

expressed in or implied by this Lease to carry out any structural repairs or works to the Premises unless the same arise (whether directly or indirectly) as a result of any of the following:

- 4.1.1 The neglect or default by any Lessee party to observe or perform any of the Obligations;
- 4.1.2 The use or occupation of the Premises by the Lessee or any sublessee;
- 4.1.3 The employment of any person in the premises by the Lessee or any sublessee;
- 4.1.4 The use of any fixtures fittings plant machinery or goods in the Premises by the Lessee or any sublessee;
- 4.1.5 The carrying out of any alterations or additions to the Premises by the Lessee or any sublessee or the reinstatement of the Premises following any alterations or additions thereto;
- 4.1.6 The bringing onto the Premises by the Lessee or any sublessee of any plant machinery or other items (whether consented to by the Lessor or not),

In which event the Lessee shall at the option of the Lessor either at its own cost forthwith repair and reinstate the structure of the Building so requiring repair, or carry out such structural works as may be necessary to comply with the requirements of any competent authority to the reasonable satisfaction of the Lessor and all relevant authorities or if the Lessor has itself elected to carry out such repairs and reinstatement or works, the Lessee shall forthwith upon demand by the Lessor pay to the Lessor all its costs and expenses (including all professional fees) incurred in connection therewith.

- 4.2 Decorate the Premises at or not more than sixty (60) days prior to the dates specified in Item 13.
- 4.3 If required by the Lessor enter into and maintain fully comprehensive maintenance contracts for the maintenance of any lighting power heating ventilation fire prevention air conditioning and other equipment or plant which exclusively serve the Premises with reputable maintenance contractors first approved by the Lessor (approval not to be unreasonably withheld) and produce to the Lessor at any time upon demand such contracts and evidence that any sums due thereunder have been fully paid.
- 4.4 Replace broken glass in the Premises with glass of the same or similar quality and all broken or damaged plumbing, lighting, heating and electrical equipment appliances and other fixtures and fittings of the Lessor in the Premises.
- 4.5 At the expiration or sooner determination of the Term yield up to the Lessor the Premises (but excluding any fittings and fixtures which are tenants' trade fixtures or fittings or which are otherwise required to be removed pursuant to this Lease) duly repaired and maintained in accordance with the Obligations.

R 2011

- 4.6 Permit the Lessor its servants agents and workmen to enter upon the Premises upon giving not less than two days notice to the Lessee except in the case of emergency when no notice shall be required:
- 4.6.1 to take a plan of or to examine the state of repair and condition of the Premises and to take inventories; and
 - 4.6.2 to execute repairs alterations or other work to the Premises or any adjoining or neighbouring premises or land and for the purpose of building upon any adjoining or neighbouring land provided that the person or persons exercising this right shall make good in a reasonable manner all consequential damage to the Premises and cause as little inconvenience to the Lessee as is practical.
- 4.7 Keep the Premises including external surfaces of windows and doors clean and tidy and not place leave or permit to be placed or left any debris or rubbish in any part of the Premises.
- 4.8 Keep waste, trash and garbage in proper receptacles.
- 4.9 Keep the fire extinguishers hoses and other fire fighting or prevention equipment serving the Premises in good working order and condition and ensure that it is inspected at least once in every year of the Term by the competent authority.
- 4.10 If the Lessor does not as part of the Lessor's Services arrange for the cleaning of the Premises the Lessee shall enter into and maintain a comprehensive cleaning contract for the daily cleaning of the Premises with a reputable commercial cleaning contractor first approved by the Lessor (approval not to be unreasonably withheld) and produce to the Lessor at any time upon demand a copy of that contract.

PART 4A - FURTHER COVENANTS BY THE LESSEE:

4A. The Lessee covenants with the Lessor:

- (a) that any right or power that may be exercised by the Lessor under this Lease may also be exercised by the Head Lessor and by the servants, agents and contractors of any of them and the Lessee shall not at any time or in any way impede or obstruct the lawful exercise of such rights and powers;
- (b) that the Lessee shall obtain the prior written consent or approval of the Head Lessor to any act for which the prior written consent or approval of the Lessor is required under this Lease;
- (c) that the Lessee shall give notice to the Head Lessor in writing of any matters in respect of which the Lessee is required to give notice to the Lessor under the provision of this Lease;
- (d) to observe and perform and keep the Lessor indemnified from and against any liability under the covenants and conditions in the Head Lease to the extent that they are applicable to the Premises (but not including any covenant by the

lessee under the Head Lease to pay rent or any other moneys payable thereunder);

- (e) not to do or omit or cause permit or suffer to be done or omitted anything which if done or omitted or caused permitted or suffered by the Lessor as lessee under the Head Lease would cause the Lessor to be in breach of any one or more of the covenants terms conditions or provisions of the Head Lease and on its part as lessee thereunder to be observed or performed and the Lessee hereby covenants with the Lessor that it will in all respects indemnify the Lessor against any and all damages, sum or sums of money, costs, charges, expenses, actions, claims and demands which may be sustained or suffered or recovered or made against the Lessor by virtue of or arising directly or indirectly out of any breach by the Lessee of this covenant;
- (f) to pay the Lessor's costs of and incidental to the preparation, execution, stamping and registration of this Lease including all stamp duty payable on this Lease and the costs of obtaining any necessary consent to the grant of this Lease; and
- (g) to be bound by and to observe and perform the obligations in this Lease on its part to be observed and performed from the date herein expressed to be the date of commencement of this Lease.

PART 5 - DESTRUCTION:

5.1 If the Premises are destroyed or damaged so as to render the Premises or any substantial part substantially unfit for the use of or occupation by the Lessee or so as to deprive the Lessee of substantial use of or access to the Premises:

- 5.1.1 This Lease may be terminated without compensation by either the Lessor or the Lessee by written notice to the other provided that the Lessee shall not be entitled to terminate this Lease unless the Premises have not been rendered fit for the use and occupation of the Lessee or the use of and access to the Premises have not been substantially restored within a reasonable time after the destruction or damage.
- 5.1.2 Termination shall be without prejudice to the rights of either party in respect of any antecedent breach or matter.
- 5.1.3 On the happening of the damage or destruction (provided that any insurance moneys that would have been payable to the Lessor are not wholly or partially irrecoverable by reason of any act or default of a Lessee Party) the Rent and the Lessee's Proportion of Outgoings or a proportionate part thereof (according to the nature and extent of the damage) shall abate and all or any remedies for the recovery of abated Rent and the Lessee's Proportion of Outgoings are suspended until the Premises are rebuilt or reinstated or made fit for the occupation and use of the Lessee or until access is provided or until the Lease is terminated pursuant to Clause 5.1.1 as the case may be. Any dispute arising out of this clause shall be determined by a Valuer whose fees shall be paid by the Lessor and Lessee in equal shares unless otherwise awarded.

- 5.2 Nothing imposes any obligation upon the Lessor to rebuild or reinstate or make fit for occupation the Premises following damage or destruction.

PART 6 - INSURANCES AND INDEMNITIES:

6. The Lessee shall:

- 6.1 At its own cost effect and keep current a policy of public risk insurance with a reputable and solvent insurer with respect to the Premises and the business carried on in the Premises in which limits of public risk shall not be less than the amount specified in Item 14 (or such other amount as the Lessor may from time to time reasonably require) as the amount payable in respect of liability arising out of any one single accident or event and shall deliver to the Lessor on demand a copy of the policy and a current certificate of insurance;
- 6.2 At its own cost effect and keep current plate glass insurance (for the full replacement value) in respect of all plate glass attached to or forming part of the Premises and shall deliver to the Lessor on demand a copy of the policy and a current certificate of insurance;
- 6.3 Include as the insured parties in respect of each of the policies effected pursuant to Clause 6.1 and 6.2 the Lessor, any superior Lessor, and any person or persons nominated by the Lessor as being mortgagees of the Premises.
- 6.4 Indemnify and keep indemnified the Lessor from and against all actions claims demands losses damages costs and expenses which the Lessor may sustain or incur or for which the Lessor may become liable in respect of or arising from:
- 6.4.1 The neglect or default of any Lessee Party to observe or perform any of the Obligations;
- 6.4.2 The negligent use or misuse waste or abuse by any Lessee Party of any water gas electricity or other services to the Premises;
- 6.4.3 The overflow, leakage or escape of water fire gas electricity or any other harmful agent whatsoever in or from the Premises;
- 6.4.4 The failure of the Lessee upon becoming aware of any defect in the Lessor's Services to notify the Lessor of that defect;
- 6.4.5 The use of the Premises and the Common Parts by any Lessee Party;
- 6.4.6 The carrying out of any additions or alterations or other works to the Premises by any Lessee Party;
- 6.4.7 The use by any Lessee Party of any car parking facilities permitted by this Lease;
- 6.4.8 The happening of any accident or event in or about the Premises,

and the Lessor shall not be liable to the Lessee for any injury loss or damage which may be suffered or sustained to any property or by a Lessee Party on the Premises unless caused by the wilful act or omission of the Lessor its servants or agents.

- 6.5 Comply with all requirements and recommendations of the Lessor's insurer and not do or omit to do anything on or about the Premises which may increase the premium above the ordinary rate or render any additional premium payable for the Lessor's insurance or which may make void or voidable that policy and reimburse the Lessor forthwith on demand any additional premium which may have been paid or become payable by reason of that act or omission together with all expenses incurred by the Lessor in relation to the renewal of any policy of insurance (which shall not form part of the Insurance Cost).
- 6.6 Inform the Lessor of any thing arising from the Lessee's use of the Premises affecting the Lessor's insurances.
- 6.7 If the Building is damaged or destroyed by any of the Insured Risks and the insurance money under the insurance policy is wholly or partially irrecoverable by reason (solely or in part) of any act or default of a Lessee Party the Lessee shall forthwith pay to the Lessor the whole or as the case may require a fair proportion of the cost of rebuilding and reinstating the Building.

PART 7 - ALIENATION:

- 7.1 The Lessee shall not assign, transfer, sublet, part with or share possession of the Premises or its interest in the Premises provided that the Lessee may assign this Lease or sub-let with the prior consent of the Lessor (consent not to be unreasonably withheld in the case of a respectable and responsible assignee or sub lessee). A change in effective management or control of the Lessee (if not a listed public company) constitutes an assignment of this Lease.
- 7.2 If the assignee or sub lessee is not a listed public company then the directors and principal shareholders shall if required by the Lessor jointly and severally covenant with the Lessor in the manner set out in Part 12.
- 7.3 Upon any assignment of this Lease the assignee shall if required by the Lessor covenant with the Lessor to observe and perform the Obligations.
- 7.4 Any subletting shall be upon the same terms as this Lease and at a rent which is no less than the Rent and shall be capable of being determined by the Lessor upon determination of this Lease.
- 7.5 Upon any assignment of this Lease the Lessor shall not be obliged to release the Lessee from the Obligations or the Guarantor from Part 12.

PART 8 - DEFAULT AND DETERMINATION:

- 8.1 The Lessor shall be entitled to exercise any of the rights specified in Clause 8.2 if:

R SPH

- 8.1.1 the Lessee repudiates this Lease;
- 8.1.2 there is a breach of an essential provision;
- 8.1.3 the Rent or any other moneys payable by the Lessee to the Lessor pursuant to this Lease are in arrears or unpaid for a period of fourteen (14) days (whether or not demanded);
- 8.1.4 the Lessee defaults in the performance of an Obligation (not relating to the payment of Rent or other moneys) which is not an essential provision and that default is reasonably capable of remedy and the Lessee fails to comply with a notice giving a period of not less than twenty eight days within which the default must be remedied;
- 8.1.5 the Lessee is a corporation:
- (a) an order is made or a resolution is passed for its winding up or proceedings are initiated or a meeting called to obtain any such order or to pass such resolution;
 - (b) a receiver manager or receiver and manager of its undertaking or any part is appointed or an official manager or provisional liquidator is appointed;
 - (c) if the Lessee is not a public listed company and without the prior written consent of the Lessor any sale transfer or other disposition of the shares in its issued capital or any issue or allotment of any new shares in its capital or any other act matter or thing occurs is done or performed the effect of which is to transfer directly or indirectly the effective management and control of the Lessee.
- 8.1.6 the Lessee is an individual and:
- (a) dies or becomes incapable of managing his own affairs;
 - (b) is declared bankrupt or makes any arrangement with his creditors; or
 - (c) any execution or other process of any Court or other authority issues out against or is levied upon any of the property of the Lessee;
- 8.1.7 the Lessee stops or threatens to stop payment of its debts or without the prior written consent of the Lessor ceases or threatens to cease to carry on its business;
- 8.1.8 any warranty or representation expressed in or implied by this Lease or otherwise made by or on behalf of the Lessee to the Lessor prior to entering into this Lease is found to be materially incorrect;
- 8.1.9 a final judgement is entered in any Court against the Lessee and is not satisfied within twenty eight (28) days;

R 2014

8.1.10 the Lessee without the prior written consent of the Lessor creates or purports to create any charge or mortgage over its interest in this Lease.

8.2 Upon the happening of any of the events specified in Clause 8.1 the Lessor may exercise any of the following rights:

8.2.1 to re-enter (forcibly if necessary) the Premises or any part of the Premises in the name of the whole and repossess the Premises as of its former estate and expel and remove the Lessee and all other occupiers without liability for the tort of trespass or to the Lessee for any liability it may incur and without prejudice to any remedies which might otherwise be available to the Lessor to recover arrears of Rent or in respect to any antecedent breach of the Obligations and re-entry shall (unless the Lessor otherwise expressly elects) immediately cause this Lease to determine as if it had expired by effluxion of time but the Lessee shall remain liable for all Rent due to the date of re-entry and for all other moneys due pursuant to this Lease; or

8.2.2 to reduce the Term by giving the Lessee written notice expiring on a date being no earlier than twenty eight days after the date of service of the notice.

8.3 Upon re-entry pursuant to Clause 8.2.1 the Lessor may retain any furniture fittings fixtures or other items belonging to the Lessee in the Premises and the Lessor shall have the right to sell those items by public auction and apply the proceeds of sale towards the payment of any moneys payable to the Lessor pursuant to this Lease and for the purpose of any sale pursuant to the Clause, the Lessee irrevocably appoints the Lessor Attorney of the Lessee and authorises the Lessor to do all things necessary to effect any sale and to retain from the proceeds of any sale any amount received until the Lessor has been paid 100 cents in the dollar in respect of the indebtedness of the Lessee to the Lessor.

8.4 If any of the events specified in Clause 8.1.5 occurs to any Guarantor being a corporation or if any of the events specified in Clause 8.1.6 occurs to any Guarantor being an individual then the Lessee shall within fourteen (14) days of that event procure an additional guarantee and indemnity of the Obligations (in the form contained in Part 12) by a respectable responsible and solvent person acceptable to the Lessor.

PART 9 - ESSENTIAL PROVISIONS:

9.1 The Lessee represents that it will at all times comply with the Obligations and the Lessee acknowledges that the Lessor has entered into this Lease on the basis of that representation.

9.2 The following Obligations:

Part 1: Rent and Outgoings; Clauses 1.1. and 1.4

Part 3: Permitted Use and Conduct; Clause 3.1

Part 4: Repair and Maintenance; Clause 4.1

Part 6: Insurance and Indemnities: Clauses 6.1 and 6.4

Part 7: Alienation: Clause 7.1

are essential provisions provided that nothing shall prevent any other Obligations from being construed as essential.

- 9.3 The acceptance by the Lessor of arrears of rent or outgoings does not constitute a waiver of the essential nature of Clauses 1.1 and 1.4.
- 9.4 If there is a breach of an essential provision the Lessor is entitled to recover damages from the Lessee for that breach in addition to any other right to which the Lessor is entitled.
- 9.5 If the Lessee repudiates this Lease or defaults in the performance of an Obligation the Lessee covenants to compensate the Lessor for the loss of or damage suffered by reason of the repudiation or default.
- 9.6 The Lessee indemnifies the Lessor against any liability or loss arising from the Lessee repudiating this Lease or defaulting in the performance of an Obligation.
- 9.7 The Lessor is entitled to recover damages against the Lessee in respect of repudiation of this Lease or default in the performance of an Obligation for damage suffered by the Lessor over the entire period of this Lease.
- 9.8 The Lessee indemnifies the Lessor in respect of repudiation of this Lease or default in the performance of an Obligation against any liability or loss arising from re-entry of the Premises by the Lessor or arising from any difference between the Rent and other moneys which would have been payable by the Lessee to the Lessor pursuant to this Lease for the unexpired period of the Term and the amount which the Lessor using reasonable endeavours has actually received as rent as at the date of the Lessor's demand from any subsequent occupier of the Premises in respect of the unexpired period of the Term.
- 9.9 The Lessor's entitlement to recover damages or to receive the benefit of an indemnity under this Part is not affected by the Lessee abandoning the Premises, by the Lessor re-entering the Premises or terminating this Lease or converting this Lease to a periodic tenancy, by the Lessor accepting the Lessee's repudiation or by the parties' conduct constituting a surrender by operation of law.

PART 10 - COSTS AND NOTICES:**10.1 The Lessee will pay to the Lessor:**

- 10.1.1 on demand, all legal and other costs and disbursements (including stamp duty) incurred by the Lessor in relation to any application by the Lessee for consent to an assignment of this Lease or the granting of a sub-lease or any other dealing with the Lessee's interest herein or any other matter requiring the consent of the Lessor pursuant to an Obligation or in connection with any breach or threatened breach of any Obligation or with any proceeding for enforcement of payment of Rent or any other Obligation.

10.1.2 upon the signing of this Lease the Lessor's legal and other costs and disbursements in connection with the preparation of this Lease and the stamping and registration of it;

10.1.3 all Financial Institutions or similar duty incurred by the Lessor in relation to the payment of the Rent and any other moneys payable pursuant to this Lease.

10.2 Service of any notice required or authorised by this Lease may be effected in the manner permitted by Section 170 of the Conveyancing Act, 1919.

PART 11 - LESSOR'S COVENANTS:

11.1 The Lessee upon paying the Rent and performing the Obligations shall peaceably hold and enjoy the Premises during the Term without any interference from the Lessor or any person rightfully claiming under or in trust for the Lessor.

11.2 The Lessor will use its best endeavours to provide the Lessor's Services on normal working days (excluding public holidays) during normal business hours provided that the Lessor shall not be liable for any failure at any time to provide any of the Lessor's Services.

11.3 The Lessor shall endeavour to obtain the consent of any mortgagee having an interest in the premises and shall execute this Lease, and shall use its best endeavours to arrange for its stamping and registration within ninety days after the date on which the Lessee delivers to the Lessor, or to its solicitors, this Lease (in duplicate) duly executed by the Lessee, by the Guarantors, together with a bank cheque in payment of stamp duty, the bank guarantee required by Clause 13 of this Lease, and all of the Lessor's requirements pursuant to the Lease provided that if the Mortgagee's consent has not been obtained and the Lease finally registered within one hundred and eighty (180) days from the date of first execution by the Lessee and the payment of stamp duty and the provision of the bank guarantee, then the Lessee shall have the right by notice in writing to the Lessor to terminate this Lease without prejudice to the Lessee's other rights.

11.4 The Lessor shall observe and perform all of its obligations in the Head Lease and will not do or omit or cause permit or suffer to be done or omitted anything which would cause the Lessor to be in breach of any of its obligations of the Head Lease.

11.5 The Lessor shall obtain the consent of the Head Lessor to this Lease within sixty (60) days from the date of first execution by the Lessee.

PART 12 - GUARANTEE AND INDEMNITY:

12.1 The Guarantor and the Lessee acknowledge that this Lease has been granted by the Lessor at the request of the Guarantor upon condition that the Guarantor guarantees to the Lessor the Obligations. In this Part the Obligations shall also include the payment to the Lessor by the Lessee of mesne profits.

- 12.2 The Guarantor guarantees to the Lessor that the Lessee will perform all the Obligations and in default of performance by the Lessee of any of the Obligations the Guarantor covenants with the Lessor to perform the Obligations or cause them to be performed as if the Obligations were primarily the responsibility of the Guarantor.
- 12.3 The Guarantor indemnifies and keeps indemnified the Lessor from and against all losses damages costs charges liabilities and expenses of whatsoever kind which may at any time be suffered or incurred by the Lessor by reason or in consequence of default by the Lessee in the performance of the Obligations or in consequence of the Lessor attempting to enforce performance of the Obligations.
- 12.4 The Guarantor acknowledges to and agrees with the Lessor that:-
- 12.4.1 This guarantee and indemnity is a continuing guarantee and indemnity and principal obligation between the Guarantor and the Lessor and shall not be affected by any claim or right which the Lessee or the Guarantor may have or purport to have against the Lessor on any account whatsoever.
- 12.4.2 The amount of any moneys from time to time due and payable by it and the performance of its obligations pursuant to this Part shall be paid and performed by the Guarantor in accordance with the provisions of this Lease and if not so specified then on demand by the Lessor.
- 12.4.3 The liability of the Guarantor shall not be avoided or impaired by:
- (a) the Lessor granting time or other indulgence to or making any composition with the Lessee or the Guarantor;
 - (b) the Lessee or the Guarantor being wound up or passing a resolution for their respective liquidation or by the appointment of a receiver or liquidator respectively;
 - (c) the Lessee or the Guarantor becoming bankrupt or entering into any composition or arrangement with its respective creditors or becoming of unsound mind or dying;
 - (d) the Lessee or the Guarantor entering into any composition or arrangement with its respective creditors or assigning its respective estates or any part thereof for the benefit of creditors;
 - (e) the Lessor obtaining any further or other covenant security or guarantee for the Obligations from the Lessee or from any other person;
 - (f) the Lessor forbearing, neglecting compromising abandoning or failing to exercise any remedy or right for the enforcement of its rights or powers under this Lease or any other security or guarantee;
 - (g) any of the covenants of the Lessee or the Guarantor being or becoming illegal invalid void or unenforceable;

P 224

- (h) the absence of any notice to the Guarantor of default by the Lessee or the Guarantor or any other person who may become a guarantor;
- (i) the existence of any legal disability of the Lessee or the Guarantor;
- (j) the Lessor waiving any breach or default by the Lessee or the Guarantor;
- (k) the variation, alteration or renewal of the Lease whether or not the variation alteration or renewal was with the consent knowledge or agreement of the Guarantor;
- (l) the Lease not having been registered.

12.4.4 The execution of this Lease by the Guarantor constitutes a consent to and an awareness of the Obligations and any variation compromise or release of the Obligations.

12.4.5 No payment by any person shall operate to discharge or reduce the Guarantor's liability to the Lessor if that payment is or may be or may become voidable as a preference under any law relating to bankruptcy or the winding up of companies or other corporate entities and no grant of discharge or release consequent upon such a payment shall discharge the liability of the Guarantor.

12.4.6 The Guarantor's liability hereunder shall not be affected by any claim or right to set off or cross action which the Lessee or the Guarantor may respectively have or claim to have against the Lessor on any account nor shall the Guarantor be entitled to any set off against the Lessor.

12.5 The Guarantor;

12.5.1 covenants that upon the bankruptcy or liquidation of the Lessee the Guarantor will not prove in any such bankruptcy or liquidation in competition with the Lessor and the Guarantor irrevocably appoints the Lessor the Attorney of the Guarantor and authorises the Lessor to prove for all moneys which the Guarantor has paid on behalf of the Lessee or is entitled to receive from the Lessee or the estate of the Lessee and to retain and to carry to a suspense account and appropriate at the discretion of the Lessor any amount received until the Lessor has been paid one hundred cents in the dollar in respect of the indebtedness of the Lessee or the Guarantor as the case may be;

12.5.2 waives all rights inconsistent with the provisions of this Part including rights as to contribution and subrogation which the Guarantor might otherwise as surety be entitled to claim and enforce; and

2.5.3 covenants with the Lessor that so far as is within its power and is permissible by law to do all things as may be reasonably required by the Lessor to give effect to the provisions of this Part.

R 2004

- 12.6 The Guarantor covenants with and acknowledges to the Lessor that the guarantee and indemnity expressed in this Part shall enure for the benefit of the Lessor and its successors and assigns and that the Guarantor will at the request of the Lessor at any time enter into a deed with any transferee of the Building from the Lessor confirming this guarantee and indemnity to such transferee.

PART 13 - BANK GUARANTEE:

- 13.1 The Lessee shall deliver or cause to be delivered to the Lessor, on or before execution of this Lease, the Bank Guarantee.
- 13.2 If the Lessee defaults in the performance of any Obligation or if mesne profits are owed to the Lessor then the Lessor, after having given to the Lessee at least twenty four hours notice in writing of the breach relied on by the Lessor and of its intention to make demand under the Bank Guarantee is authorised to demand that the guaranteeing bank pay to the Lessor the amount that (in the opinion of the Lessor) is due to the Lessor.
- 13.3 The Lessor shall be entitled to recover Rent and damages for breach of covenant without being limited to the amount secured under the Bank Guarantee.
- 13.4 Any demand made shall not constitute a waiver by the Lessor of any default or shall not prejudice any other right of the Lessor.
- 13.5 Should any amount of the Bank Guarantee be demanded from time to time by the Lessor then the Lessee shall upon demand by the Lessor provide to the Lessor a further Bank Guarantee for the amount demanded in order to reinstate the amount of the Bank Guarantee.
- 13.6 The Lessor shall return the Bank Guarantee to the Lessee on expiry or termination of this Lease subject to the Lessee vacating the Premises and otherwise complying with the Obligations (unless Clause 13.3 applies).

PART 14 - ANCILLARY RIGHTS, EXCEPTIONS AND RESERVATIONS:

- 14.1 This Lease includes the rights specified in Item 17 and if the right to park cars in the carparking areas of the Building is specified the following provisions shall apply:
- 14.1.1 The Lessee shall park cars only in the carparking area in the positions designated by the Lessor.
- 14.1.2 The Lessee shall have the right to identify its car parking spaces by painting appropriate identifying numbers letters or names in its spaces or by erecting at its own expense and with the consent in each case of the Lessor appropriate identifying name plates adjacent to each space and the Lessee covenants to remove its signs or painting at its own expense on the termination of this Lease and to make good any damage.

- 4.1.3 The Lessee shall not permit or allow any car to be cleaned greased oiled washed or repaired in any part of the Building.
- 14.1.4 The Lessee shall not store or permit or suffer to be stored or kept in any part of the Building any petrol or other inflammable fuel except as is contained in the petrol or other fuel feed tanks forming a permanent part of a car.
- 14.1.5 The Lessor shall not be held responsible for the loss of or damage to any car or for the loss of or damage to any article or thing in or upon any car or for any injury to any person howsoever that loss damage or injury may arise or be caused.
- 14.2 There is excepted and reserved from this Lease:
- 14.2.1 the right at all times upon giving reasonable prior notice to the Lessee (except in the case of emergency where no notice shall be required) for the Lessor to enter the Premises for any purpose in connection with its rights duties and obligations expressed in or implied by this Lease;
- 14.2.2 the free and uninterrupted passage and running at all times of water oil gas electricity and other services from and to the Premises and any adjoining or neighbouring premises whether belonging to the Lessor or not through and along the conduits which are now or may hereafter be in the Premises and the right for the Lessor to lay move remove replace and maintain those conduits;
- 14.2.3 all rights of light or air now subsisting or which might (but for this exception) be acquired over any neighbouring land or premises; and
- 14.2.4 as may be specified in the Certificate of Title for the Premises,
- 14.3 The Lessee shall have the right to use the Common Parts for their designated use in common with other authorised persons.

PART 15. INTERPRETATION AND DEFINITIONS:

15.1 A reference to:

- 5.1.1 this Lease includes the Reference Schedule to this Lease;
- 15.1.2 an Item means the respective Item in the Reference Schedule;
- 15.1.3 a Clause or Part means the respective Clause and Part of this Lease;
- 15.1.4 a word importing the singular includes the plural number and vice versa;
- 15.1.5 a statutory provision includes that provision as amended or re-enacted (either before or after the date of this Lease) from time to time;



15.1.6 a party to this Lease includes the legal personal representatives or permitted assigns of that party;

15.1.7 a determination by a Valuer or other independent person of any dispute or matter arising pursuant to this Lease means a determination by that person acting as an expert and not as an arbitrator.

15.2 Where commencing with a capital letter;

15.2.1 "Bank Guarantee" means the banker's guarantee or undertaking in a form reasonably acceptable to the Lessor to secure the performance by the Lessee of the Obligations for the amount specified in Item 16.

15.2.2 "Building" means the land specified in Item 1, improvements erected on the land and Lessor's fixtures and fittings (including any part of the Building) as modified extended or altered at any time.

15.2.3 "Common Parts" means those parts of the Building provided by the Lessor from time to time for common use by the occupants of the Building including the entrances, lobbies, corridors, stairways, car parking areas, lifts, tea-rooms, washrooms and toilets.

15.2.4 "Decorate" means to clean, repair and prepare in a good and workmanlike manner and then to paint in colours approved by the Lessor (approval not to be unreasonably withheld) with at least two coats of paint all parts of the Premises previously painted and to paper varnish and otherwise treat all parts of the Premises previously treated in a manner approved by the Lessor (approval not to be unreasonably withheld) and to carry out all work using good quality materials.

15.2.5 "Environmental Protection Law" means any statute, rule, order, regulation, ordinance, instruction, directive, authority, permit or licence regulating the discharge, emission, release, discarding or escape of any Pollutant.

15.2.6 "Estimate" means the reasonable written estimate of Outgoings by the Lessor.

15.2.7 "Further Term" means the period specified in Item 9.

15.2.8 "Guarantor" means the person specified in Item 15.

15.2.9 "Index Number" means the Consumer Price Index Number for Sydney (All Groups) as published from time to time by the Australian Bureau of Statistics or any official substitution for that number.

15.2.10 "Insurance Cost" means insurance premiums and other fees and charges (including stamp duties and statutory fees) arising from insuring the Building for the amount which the Lessor reasonably considers from time to time to be

the full reinstatement value of the Building against the Insured Risks, loss of Rent and Outgoings, employers' risks, public liability and plate glass.

- 15.2.11 "Insured Risks" means fire lightning storm tempest and other risks against which the Lessor from time to time reasonably considers expedient to insure the Building, including the costs of demolition and removal of debris, and other incidental costs.
- 15.2.12 "Lessee" means the person referred to as the lessee on the front page of this Lease and includes its successors in title and permitted assigns.
- 15.2.13 "Lessee Party" means the Lessee and its servants agents employees contractors or visitors (whether or not by invitation) and any person claiming through or under the Lessee or any person under the control or direction of the Lessee.
- 15.2.14 "Lessee's Percentage" means the percentage specified in Item 8.
- 15.2.15 "Lessor" means the person referred to as the Lessor on the front page of this Lease and includes the persons for the time being entitled to the reversion immediately expectant upon expiry of the Term.
- 15.2.16 "Lessor's Services" means lighting power heating airconditioning ventilation management caretaking cleaning security lifts elevators and landscaping (including any contract for the provision of any service) and any other service or facility from time to time provided by the Lessor (at its discretion) for the benefit of the Lessee notwithstanding that service may also be of benefit to the Lessor or other occupants of the Building.
- 15.2.17 "Obligations" means all of the obligations of the Lessee both in law and equity to the Lessor pursuant to this Lease, including payment of Rent and all other moneys payable by the Lessee to the Lessor pursuant to this Lease or pursuant to any tenancy arising as a result of the Lessee holding over with the consent of the Lessor, or the performance and observance of any other provision.
- 15.2.18 "Outgoings" means:
- (a) rates taxes (including Land Tax on the basis specified in Section 26 of the Retail Leases Act, 1994) charges impositions and fees payable by the Lessor to any government or authority in respect of the Building charged to or payable by the Lessor provided that if the Building is not separately assessed or charged in respect of any such rate tax charge imposition or fee there shall be included in the Outgoings the Lessor's estimate (which shall be final and binding on the Lessee except in the case of manifest error) of the rates taxes charges impositions or fees (as the case may be) attributable to the Building;
 - (b) charges incurred by the Lessor in relation to the supply and usage of electricity, gas, water sewerage and drainage to and the removal of waste and garbage from the Building provided that if the Building is not

separately charged rated or metered in respect of any service there shall be included in the Outgoings the Lessor's estimate (which shall be final and binding on the Lessee except in the case of manifest error) of the charges attributable to the Building;

- (c) charges for lighting, power, heating, air conditioning and ventilation incurred by the Lessor in relation to the Building;
- (d) Lessor's Services;
- (e) Insurance Cost;
- (f) if the Premises are or become subject to the Strata Titles Act, 1973, levies and other charges, other than those for capital costs, made by the Body Corporate in respect of the lot comprising the Premises or the lot of which the premises forms part;
- (g) charges incurred by the Lessor for maintenance and repairs to the Building other than structural maintenance and repairs and other than capital costs, but not exceeding ten per centum (10%) of the aggregate of Outgoings (excluding this item) provided that the maintenance and repairs do not arise or become necessary due to the neglect or default of the Lessee.

15.2.19 "Pollutant" means any hazardous material or contaminant whether in solid, liquid or gaseous form which on discharge, emission, release, discarding or escape may give rise to a contamination of the physical, chemical or biological condition of the atmosphere, land or water.

15.2.20 "Premises" means that part of the Building being the premises referred to on the front page of this Lease (including any part of the Premises) which for the purposes of obligation as well as grant exclude any Common Parts but include the surface of all internal walls floors and ceilings and all floor and wall coverings, all doors and door frames, all windows and window frames, all internal partitioning (erected by the Lessor or the Lessee or any other person at any time) and all the Lessor's fixtures and fittings in the Premises (including any lighting power heating air conditioning and ventilation plant and equipment exclusively serving the Premises).

15.2.21 "Rent" means the amount specified in Item 2 as reviewed from time to time.

15.2.22 "Rent Commencement Date" means the date specified in Item 4.

15.2.23 "Review Dates" means the dates specified in Item 5.

15.2.24 "Specified Rate" means the rate which is three per centum above the annual interest rate from time to time charged by the Lessor's principal bankers on unarranged overdrafts of more than \$100,000.00.

15.2.25 "Term" means the term granted by this Lease.

- 15.2.26 "Valuer" means a valuer who is a member of not less than five (5) years standing of the Australian Institute of Land Valuers and Economists (NSW Division) Inc with experience in assessing properties of the same nature as the Premises.
- 15.2.27 "Head Lease" means the lease of the Premises from Georgio Altomonte Holdings Pty Limited to the Lessor for the term of four years commencing on the 15th March 1996.
- 15.2.28 "Head Lessor" means Georgio Altomonte Holdings Pty Limited.
- 15.3 When two or more persons comprise the Lessee or Guarantor all the provisions of this Lease bind those persons jointly and each of them severally and also bind the respective personal representatives assigns and successors in title of each of them jointly and severally.
- 15.4 The covenants powers and provisions implied in leases by virtue of the Conveyancing Act, 1919 (as amended) are expressly negatived except in so far as they are included in this Lease.
- 15.5 A reference to the Lessor includes a reference to any superior lessor or any mortgagee from the Lessor or any superior lessor of the Premises:
- 15.5.1 where there are rights easements and reservations exercisable by or benefiting the Lessor;
- 15.5.2 where there is an obligation to obtain consent from the Lessor; and
- 15.5.3 where there are any indemnities in favour of the Lessor.
- 15.6 An Obligation not to do or omit any act or thing extends to an obligation not to permit any third party to do or omit the same.
- 15.7 A reference to the Lessor includes a reference to the Body Corporate if the Premises become subject to the Strata Titles Act, 1973.
- 15.8 An approval consent permission or notice required by this Lease is not valid unless in writing.
- 15.9 Marginal notes and headings are for the purpose of identification only and not to be considered in the interpretation of this Lease.
- 15.10 This Lease shall be interpreted in accordance with the laws of New South Wales.
- 15.11 The Lessor shall be entitled to exercise any right on its behalf expressed in or implied by this Lease by itself, its employees agents servants or contractors.
- 15.12 To the extent permitted by law the application to this Lease of any moratorium or other statute ordinance rule or regulation which reduces or postpones the payment of rent or extends the Term or otherwise affects the operation of any of the provisions of this Lease to the detriment of the Lessor is expressly excluded and negatived.

- 15.13 Any provision of this Lease which is or shall be or become in breach of the Trade Practices Act, 1974 or any other statute rule or regulation and in consequence of that breach is void voidable unenforceable or invalid shall for so long as it is in breach be severable from this Lease and this Lease shall be interpreted as if that provision was not expressed in it.

P. SIA

INDEX

	PAGE NO.
REFERENCE SCHEDULE	1
PART 1. RENT AND OUTGOINGS:	4
PART 2. HOLDING OVER AND OPTION FOR FURTHER TERM:	7
PART 3. PERMITTED USE AND CONDUCT:	8
PART 4. REPAIR AND MAINTENANCE;	10
PART 4A. FURTHER COVENANTS BY THE LESSEE	12
PART 5. DESTRUCTION:	13
PART 6. INSURANCES AND INDEMNITIES:	14
PART 7. ALIENATION;	15
PART 8. DEFAULT AND DETERMINATION;	15
PART 9. ESSENTIAL PROVISIONS:	17
PART 10. COSTS AND NOTICES:	18
PART 11. LESSOR'S COVENANTS:	19
PART 12. GUARANTEE AND INDEMNITY:	19
PART 13. BANK GUARANTEE:	22
PART 14. ANCILLARY RIGHTS, EXCEPTIONS AND RESERVATIONS:	22
PART 15. INTERPRETATION AND DEFINITIONS:	23

R 22/11

THIS IS ANNEXURE 'B' TO SUBLEASE DATED THE 15th DAY OF March 1996

BETWEEN SNAP FRANCHISING LIMITED ("LESSOR")

AND FITE HOLDINGS PTY LIMITED ("LESSEE")

AND TIMOTHY ROBERT HOSKINS and VICTORIA MARGARET HOSKINS ("GUARANTORS")

EXECUTED AS A DEED

The common seal of Snap Franchising Limited is affixed in accordance with its Articles of Association in the presence of:



[Signature]
Signature of authorised person

[Signature]
Signature of authorised person

[Signature]
Office held

SECRETARY
Office held

TIMOTHY ROBERT HOSKINS
Name of authorised person

ROY LIVERIDGE
Name of authorised person

The common seal of Fite Holdings Pty Limited is affixed in accordance with its Articles of Association in the presence of:



[Signature]
Signature of authorised person

[Signature]
Signature of authorised person

[Signature]
Office held

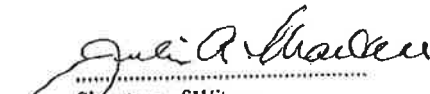
SECRETARY
Office held

VICTORIA M. HOSKINS
Name of authorised person

TIMOTHY R. HOSKINS
Name of authorised person

Signed sealed and delivered by
TIMOTHY ROBERT HOSKINS
in the presence of:

)
)
)
)


Signature of Witness

WIKIE A. MARTENS
Name of Witness (print)


Signature of Guarantor

Signed sealed and delivered by
VICTORIA MARGARET HOSKINS
in the presence of:

)
)
)
)


Signature of Witness

VIRGINIA MARLE-BROWN
Name of Witness (print)


Signature of Guarantor

INSTRUCTIONS: RLP

THIS IS ANNEXURE 'C' TO SUBLEASE DATED THE 15th DAY OF March 1996

BETWEEN SNAP FRANCHISING LIMITED ("LESSOR")

AND FITE HOLDINGS PTY LIMITED ("LESSEE")

AND TIMOTHY ROBERT HOSKINS and VICTORIA MARGARET HOSKINS ("GUARANTORS")

The Head Lessor, Georgio Altomonte Holdings Pty Limited, hereby consents to the grant of this sublease.

The common seal of Georgio Altomonte Holdings Pty Limited is affixed in accordance with its Articles of Association in the presence of;



James
Signature of authorised person

[Signature]
Signature of authorised person

SECRETARY
Office held

DIRECTOR
Office held

JAMES HENRY STUBBS
Name of authorised person

GEORGIO ALTOMONTE
Name of authorised person

IT\LENS\LEASES\SNAPSUBI.RLF

CONSENT OF MORTGAGEE

FROM: THE EQUITY TRUSTEES EXECUTORS AND AGENCY
COMPANY LIMITED ACN 004 031 298

TO: GEORGIO ALTOMONTE HOLDINGS PTY LIMITED

RE: SUB-LEASE OF SHOP 2, GROUND FLOOR, 870 PACIFIC
HIGHWAY, GORDON TO FITE HOLDINGS PTY LIMITED

THE EQUITY TRUSTEES EXECUTORS AND AGENCY COMPANY LIMITED ACN 004 031 298, as Mortgagee under Mortgage No: 1105222 HEREBY CONSENTS to the within Lease as from the registration thereof and not further or otherwise and subject to and without in any way limiting abridging affecting or prejudicing the rights powers and remedies of the Mortgagee under the said Mortgage (or any of them) which rights powers and remedies shall remain in full force and effect as if this consent had not been given save and except that as long as the covenants conditions and provisions of the within Lease are duly observed and performed the Mortgagee will in the event of the exercise of the power of sale or other power or remedy of the Mortgagee on default under the said Mortgage (or any of them) exercise the same subject to the then subsisting rights of the Lessee under the within Lease and this limited consent is also given on the express condition that the consent of the Mortgagee is procured in all cases where the consent of the Lessor is necessary under the within Lease and that the Mortgagee shall not be obliged to perform any covenant or agreement by the Lessor contained in the within Lease and that all rights powers and remedies of the Lessor under the within Lease shall absolutely vest in and be exercisable and enforceable by the Mortgagee immediately upon the Mortgagee giving notice to the Lessee of demand to enter into receipt of the rents and profits of the leased premises.

DATED: the 6th day of June 1996. x Seal

THE COMMON SEAL of THE EQUITY
TRUSTEES EXECUTORS AND
AGENCY COMPANY LIMITED was
duly affixed by authority of the Directors:



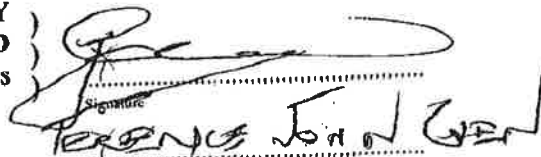
Signature



Full Name (Print Please)

Chief Trust Officer

Position



Full name (Print Please)

General Manager

Position

Form: 97-07L
 Licence: 026CN/0537/96

LEASE

New South Wales
 Real Property Act 1900

5296650A



Instructions for filling out
 this form are available
 from the Land Titles
 Office

Office of State Revenue use only

(A) **PROPERTY LEASED**

Show no more than
 20 titles.
 If appropriate, specify
 the part or premises.

Folio Identifier 1/654047
 (currently CT Volume 11408 Folio 127)
 PART
 being Shop 1, Ground Floor, 870 Pacific Highway Gordon

*OFFL

220933

(B) **LODGED BY**

*OFFL

229 p

LTO Box

Name, Address or DX and Telephone

Ralph Fitzgerald, Solicitor
 PO Box 426

Gordon NSW 2072

Tel: 9418 5511 Fax: 9418 1860

REFERENCE (15 character maximum):

\$2.00

(C) **LESSOR** GEORGIO ALTOMONTE HOLDINGS PTY LIMITED

(D) The lessor leases to the lessee the property described above.
 Encumbrances (if applicable) 1. 1 105222 2.

3.

4.

(E) **LESSEE**

L

NOBBY KITCHENS PTY LIMITED

ACN 080 462 611

52-60 Belmore Road Punchbowl

TENANCY:

(F)

(G) 1. **TERM:** FIVE (5) YEARS

2. **COMMENCING DATE:** 1 OCTOBER 1997

3. **TERMINATING DATE:** 30 SEPTEMBER 2002

4. DELETED

5. DELETED

6. Together with and reserving the RIGHTS set out in PART 14.

7. Incorporates the provisions set out in ANNEXURE "A" hereto.

8. DELETED.

STAMP DUTY \$2.00
 240798 8003 12 402359869/02

(H) DATE 8 July 1998

We certify this dealing correct for the purposes of the Real Property Act 1900.

THE COMMON SEAL of
GEORGIO ALTOMONTE HOLDINGS
PTY LIMITED was hereunto affixed
by authority of its Board
and in the presence of:



.....
Secretary

THE COMMON SEAL of
NOBBY KITCHENS PTY LIMITED
was hereunto affixed by authority
of its Board and in the presence of:

)
)
)
)
)

.....
Director



.....
Secretary

(I) **STATUTORY DECLARATION**

I solemnly and sincerely declare that the time for the exercise of the Option to */21a// Renew * //21b// Purchase* in expired lease No. //22// has ended and the lessee under that lease has not exercised the option.

I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths Act 1900.

Made and subscribed at in the State of New South Wales on 1997 in the presence of

.....
Signature of Witness

.....
Name of Witness (BLOCK LETTERS)

.....
Address and Qualification of Witness

.....
Signature of Lessor

THIS AND THE FOLLOWING 25 PAGES IS ANNEXURE "A" TO DEED OF LEASE
DATED THE 8th DAY OF July 1998.
BETWEEN GEORGIO ALTOMONTE HOLDINGS PTY LIMITED ("LESSOR")
AND NOBBY KITCHENS PTY LIMITED ("LESSEE")

THE REFERENCE SCHEDULE

ITEM 1: BUILDING

Certificate of Title Folio Identifier 1/654047(CT Vol11408 Folio 127)
known as 870 Pacific Highway, Gordon.

ITEM 2: RENT:

\$71,260.00 per annum.

ITEM 3: INSTALMENTS OF RENT:

Equal calendar monthly intsalments of \$5,938.33 each.

ITEM 4: RENT COMMENCEMENT DATE:

1 October 1997.

ITEM 5: REVIEW DATES:

<u>Date</u>	<u>Manner of Rent Review</u>
1 October 1998	CPI
1 October 1999	Market
1 October 2000	CPI
1 October 2001	Market.

ITEM 6: PERCENTAGE RATE FOR INCREASE(S):

N/A

ITEM 7: INITIAL AMOUNT ATTRIBUTABLE TO CAR PARKING:

ITEM 8: LESSEE'S PERCENTAGE OF OUTGOINGS:

22 per cent.

ITEM 9: FURTHER TERM:

N/A

ITEM 10: REVIEW DATES FOR FURTHER TERM:

ITEM 11: PERMITTED USE:

Retail premises.

ITEM 12: ACCESS TIMES:

At all times subject to the Lessee complying with the Obligations.

ITEM 13: DECORATION TIMES:

30 September 2002..

ITEM 14: PUBLIC LIABILITY COVER:

Ten Million Dollars (\$10,000,000-00)

ITEM 15: GUARANTORS:

N/A

ITEM 16: AMOUNT OF BANK GUARANTEE:

Equal to five months rental, initially \$29,700.00.

ITEM 17: ANCILLARY RIGHTS:

The right to park (at the entire risk of the Lessee) in two car parking spaces in the car parking areas of the premises as the Lessor shall from time to time designate.

PART 1 - RENT AND OUTGOINGS:

1.1 The Lessee shall:

- 1.1.1 pay the Rent to the Lessor during the Term without deduction or demand by equal calendar monthly instalments as specified in Item 3 (or as reviewed pursuant to this Lease) in advance on the first day of each month during the Term. When the commencement date of the Term is not the first day of the month, then the first instalment is to be paid on the commencement date of the Term by an instalment being the sum of the proportionate part of the monthly instalment until the commencement date of the next calendar month plus the monthly instalment in respect of that next calendar month. Subsequent calendar monthly instalments shall be payable on the first day of each month. When the commencement day of the Term is not the first day of the month then the last instalment shall be the proportionate part of the monthly instalment until the last day of the Term.
- 1.1.2 if the Lessor requires pay the Rent by bank authority to an account nominated from time to time by the Lessor.
- 1.1.3 if any Rent or other moneys whether or not in the nature of rent payable by the Lessee to the Lessor pursuant to this Lease remain unpaid for seven (7) days after they have become due (whether demanded or not) pay to the Lessor interest calculated daily on any amounts remaining unpaid at the Specified Rate from the earlier of the date those moneys first became due by the Lessee or are outlaid or incurred by the Lessor (as the case may be) to the date upon which those moneys are paid or reimbursed to or recovered by the Lessor (both days inclusive). The Lessor shall be entitled to recover any such interest as rent in arrears. The Lessee acknowledges that the payment to or the demand receipt or recovery by the Lessor of that interest shall not prejudice or otherwise affect the Lessor's other rights upon the default by the Lessee in paying the Rent or any other moneys.

1.2 The Rent shall be reviewed on each of the Review Dates in the following manner:

- 1.2.1 On each Review Date specified in Item 5 as a Market Review Date the Rent shall change to the amount agreed by the Lessor and the Lessee as the current market rent of the Premises at the relevant Review Date for the year commencing on that date as between a willing Lessor and a willing Lessee with vacant possession for a term equal to the sum of the Term and the Further Term and upon the terms and conditions of this Lease. Section 19 of the Retail Leases Act, 1994 applies to this clause. If no agreement is reached prior to the Review Date the current market rent shall be determined by a Valuer who shall:
 - (a) take no account of the value of any goodwill attributable to the Lessee's business and the value of the Lessee's fixtures and fittings in the Premises;
 - (b) take no account of any deleterious condition of the Premises if such condition results from any breach of any Obligation;

- (c) take account of the provisions of this Lease;
- (d) take account of the current market rent of comparable premises in the Building, comparable premises in the vicinity of the Building, and other premises of a quality size and location similar to the Premises;
- (e) assume that the Premises are fit for immediate occupation and use even if work has been carried out by the Lessee or subtenant which has diminished the current market rent of the Premises and if the Premises are destroyed or damaged as if they had been fully restored and were in tenatable repair;
- (f) assume that the Premises are available to be let by a willing landlord to a willing tenant as a whole without premium but with vacant possession and subject to the provisions of this Lease for a term equal to the Term and Further Term of this Lease;
- (g) assume that all Obligations have been fully performed;
- (h) where the Premises are more than one floor take account of the Premises on a floor-by-floor basis;
- (i) take no account of any difference in the annual open market rental that is accountable to fluctuations caused by any subleasing of the Premises;

1.2.2 On each Review Date specified in Item 5 as a Percentage Review Date the Rent shall increase by the relevant percentage specified in Item 6.

1.2.3 On each Review Date specified in Item 5 as a Consumer Price Index Review Date the Rent shall change by the percentage that the Index Number has changed since the last Review Date (or in the case of the first Review Date since the commencement date of the Term). For the purposes of ascertaining the increase the relevant Index Number shall be in the case of the first Review Date, the Index Number for the quarter immediately prior to the commencement date of the Term and in the case of each subsequent Review Date the Index Number for the quarter immediately prior to the last Review Date. An Index Number will be the relevant number notwithstanding that its date of publication may be after the relevant Review Date.

1.3 Any delay in agreeing or determining Rent shall not prejudice the Lessor's right subsequently to require the Rent to be reviewed in accordance with this Lease. Where there is a delay in agreeing or determining Rent the Lessee shall:

- (a) continue to pay Rent at the rate payable immediately prior to the relevant Review Date up to the date of agreement or determination;
- (b) within seven (7) days after the Rent is agreed or determined pay an amount equal to any increase for the period from the relevant Review Date to the date of agreement or determination;

- (c) pay interest on and at the same time as the amount payable pursuant to Clause 1.3(b) calculated at the Specified Rate from the date of agreement or determination to the date of its payment; and
 - (d) pay the Rent as increased or the new rent (as the case may be) from the date any such increase is agreed or determined.
 - (e) For the purpose of Clause 1.2 the part of the Rent at the commencement of the Term which is attributable to the right to park cars in the Building (pursuant to Clause 14.1) is specified in Item 7.
- 1.4 Sections 22 to 30 (inclusive) of the Retail Leases Act, 1994 apply to this Lease, and the Lessee covenants with the Lessor to pay the Lessee's Percentage of Outgoings to the Lessor as follows:
- 1.4.1 For the purposes of this Clause a reference to a year shall mean a period of twelve (12) months commencing on the same day as the Term or such other date as the Lessor may at any time elect.
 - 1.4.2 At least one month before the beginning of each year which is wholly or partly within the Term the Lessor shall give to the Lessee the Estimate in respect of that year in accordance with the Retail Leases Act, 1994.
 - 1.4.3 At least twice in each year, and at least one month after the end of each six month period in each year, the Lessor shall make available for the Lessee a written expenditure statement detailing expenditure by the Lessor on account of Outgoings in accordance with the Retail Leases Act, 1994.
 - 1.4.4 For each year (or part of a year) during the Term the Lessee shall pay to the Lessor on account of the Lessee's Percentage of Outgoings for that year the Lessee's Percentage of the Estimate (or if the year to which the Estimate relates is partly outside the Term that part of the Estimate as is attributable to that part of the year within the Term) by equal monthly instalments in advance throughout the year to which the Estimate relates or that part of that year which is within the Term (as the case may be). Instalments shall be paid on the same day of the month that the instalments of Rent are payable pursuant to this Lease or such other day as the Lessor may from time to time specify to the Lessee.
 - 1.4.5 Within three months after the end of each year during the Term and if Term expires or is determined during a year immediately after the end of that year (or as soon as is practicable) the Lessor shall give the Lessee a report in accordance with the Retail Leases Act, 1994 showing the total of the actual Outgoings for that year (or if the year to which the statement relates is partly outside the Term such amount of the actual Outgoings as is attributable to that part of the year within the Term) and also showing the amount due to the Lessor or the Lessee (as the case may require after taking account of any payments by the Lessee pursuant to an Estimate) which amount shall be paid within one month after the end of each year, in accordance with the Retail Leases Act, 1994.

- 1.4.6 If any amount is due to the Lessee pursuant to Clause 1.4.5 and if the Lessee owes the Lessor any arrears or other money pursuant to the Lease, then the Lessor may apply any moneys payable to the Lessee pursuant to Clause 1.4.5 towards those arrears or other moneys owing, and if the Lessor does this he shall account to the Lessee for the amount appropriated.
- 1.5 Clause 1.4 shall survive the expiry or termination of this Lease for the purpose of making any balancing adjustment to Clause 1.4.5.
- 1.6 The Lessee shall pay for all services supplied or provided to the Premises (including gas, electricity water telephones and telex) provided that if the Premises are not separately metered or charged in respect of that service (and the cost of such service is not included in the Outgoings) the Lessor may pay for the provision of that service and if so the Lessee shall forthwith pay to the Lessor the Lessor's estimate (which shall be final and binding on the Lessee except in the case of manifest error) of the cost of the provision of that service attributable to the Premises.
- 1.7 If the Premises become subject to the Strata Titles Act, 1973 Item 8 is amended by deleting the specified percentage and by inserting "100%".

PART 2 - HOLDING OVER AND OPTION FOR FURTHER TERM:

- 2.1 If the Lessee continues to occupy the Premises after the expiration of the Term, with the consent of the Lessor, otherwise than pursuant to a further lease expressly granted by the Lessor to the Lessee, it shall do so as a monthly tenant only, at a rent payable monthly in advance equal to one-twelfth of the Rent last payable during the Term reviewed to the amounts determined in accordance with clause 1.2.3 as if the expiry of the Term was a Review Date and thereafter on each anniversary of the expiry of the Term in the same manner. The tenancy shall be terminable at any time by either party giving to the other one (1) month's written notice but otherwise shall be subject to the provisions of this Lease as are consistent with a monthly tenancy.
- 2.2 If the Lessee gives the Lessor not more than six (6) and not less than three (3) months written notice before the expiry of the Term that it wishes to renew this Lease for the Further Term and provided that the Lessee has performed and observed the Obligations during the Term then the Lessor shall upon the expiry of the Term grant to the Lessee a lease for the Further Term upon the same provisions as this Lease but amended as follows:
- 2.2.1 The amount specified in Item 2 shall be the amount determined in accordance with Clause 1.2.3 as if the commencement date of the Further Term was a Review Date.
- 2.2.2 The date to be specified in Item 4 shall be the commencement date of the Further Term.
- 2.2.3 The dates and words to be specified in Item 5 shall be the dates and words specified in Item 10 of this Lease.

- 2.2.4 There shall be no option of renewal, so that this Clause 2.2 shall be deleted and Item 9 and Item 10 shall read "Not applicable".

PART 3 - USE OF AND CONDUCT ON PREMISES:

3. The Lessee shall:

3.1 Not use the Premises:

- 3.1.1 for any purpose other than as specified in Item 11;
- 3.1.2 for any illegal purpose or for any purpose in contravention of any approval consent or zoning by any competent authority;
- 3.1.3 as a dwelling or sleeping place or keep any animals birds or other livestock thereon;
- 3.1.4 for an auction sale;
- 3.1.5 except during the times specified in Item 12.

3.2 Not without the prior written consent of the Lessor (who may require plans and details as it considers necessary to be submitted to it by the Lessee) make or permit or suffer any alteration or addition whatsoever to the Premises (including the erection, demolition, installation, or alteration of any partitioning within the Premises) or mark drill cut maim injure or deface or in any way damage the Premises, and at the end of the Term or any further Term if the Lessor so requires remove those alterations and additions and restore the Premises to their condition prior to the making of those alterations and additions to the satisfaction of the Lessor and at the cost of the Lessee.

3.3 Comply with:

- 3.3.1 the regulations relating to fire and fire prevention of the Fire Brigade and any competent authority; and
- 3.3.2 any statute regulation ordinance and by-law and the requirements of every government or other competent authority.

3.4 Not cause any damage to or obstruction of the Building, the Common Parts or any road serving the Building and not place or store any goods outside the Premises.

3.5 Not erect or display any sign or advertisement on the Building or the outside of the Premises or within the Premises so that the sign or advertisement can be seen from outside the Premises without the prior written consent of the Lessor (consent not to be unreasonably withheld) and the consents of all competent authorities and upon the termination of this Lease to remove all signs and advertisements.

3.6 Not use the lavatories conveniences and water apparatus in the Premises for any purpose other than those for which they were constructed and on demand pay to the

Lessor an amount sufficient to compensate the Lessor for damage resulting from misuse by the Lessee.

- 3.7 Not without the written consent of the Lessor bring into install use place or permit or suffer to be brought into the Premises plant machinery or other articles which may cause undue noise or vibrations or which are of a weight or size which may cause damage directly or indirectly to the Premises.
- 3.8 Not bring on to the Premises any dangerous inflammable explosive noxious or offensive substance except in accordance with the purpose specified in Item 11 and provided that the Lessee ensures that all proper and prudent measures are taken in the storage and use of the substance and that the Lessor is previously notified of the nature and extent of the substance brought on to the Premises.
- 3.9 Not do any act or thing which in the reasonable opinion of the Lessor may be offensive or cause a nuisance damage or annoyance or inconvenience to the Lessor or to the owners lessees or occupiers of any adjoining or neighbouring premises or land.
- 3.10 Not overload the electric wires and cables serving the Premises.
- 3.11 Give to the Lessor full particulars of any licence consent permission notice order requirement recommendation or proposal given or issued in respect of or in connection with the Premises by any competent authority within seven (7) days of its receipt by the Lessee.
- 3.12 Comply with any reasonable regulations the Lessor may make for the more efficient management of the Building (including its security and that of its lessees and occupants).
- 3.13 Observe and perform any restrictions stipulations and covenants referred to in the Certificate of Title for the Building.
- 3.14 Not obstruct any of the windows or ventilators belonging to the Premises nor to permit any new window or ventilator or other encroachment or easement of which the Lessee is aware to be made against or over the Premises.
- 3.15 In carrying out any construction fitting out reinstatement or removal works or alterations to the Premises:
 - 3.15.1 ensure that the works and alterations are carried out in a good and workmanlike manner by licensed and reputable tradespersons; and
 - 3.15.2 immediately repair and reinstate any damage caused in carrying out the works or alterations to the satisfaction of the Lessor.
- 3.16 Observe the covenants on the part of the Lessee contained in any head lease (except those relating to the payment of rent or insurances and those which are inconsistent with the Obligations).
- 3.17 Keep the premises free and clear of pests and vermin and if requested by the Lessor have the Premises treated regularly for the eradication of pests and vermin.

- 3.18 Obtain maintain and renew from time to time all licences permits consents and registrations required to lawfully use the Premises for the purpose specified in Item 11.
- 3.19 The Lessee shall not permit or suffer any Pollutant to escape or be released into or from the Premises or Building or any part thereof and shall comply with all Environmental Protection Laws to which it is subject pursuant to its occupation of the Premises.
- 3.20 The Lessee shall give the Lessor notice in writing of all notices or restraining orders issued in respect of the Building or Premises pursuant to any Environmental Protection Law.
- 3.21 The Lessee shall permit the Lessor at any time to enter the Premises and affix upon any external parts of the Premises noticeboards or other signs advertising any proposed sale and during the last six months of the Term the reletting of the Premises, and the Lessee shall not remove or obscure those notices. The Lessee shall permit the Lessor and those authorised by it at all reasonable times to show the Premises to prospective purchasers and at all reasonable times during the last three months during the Term and at any stage during any holding over period to show the Premises to prospective tenants.
- 3.22 The Lessor makes no warranty that the Premises are suitable to be used for any particular purpose, and the Lessee acknowledges that in entering into this Lease it has not relied upon any representation made by or on behalf of the Lessor as to the suitability of the Premises for any particular purpose.
- 3.23 The Lessor makes no warranty that the Premises can be lawfully used for the purpose specified in Item 11.
- 3.24 The Lessor will (at the cost of the Lessee) supply the Lessee with keys enabling the Lessee to gain access to the Premises. The Lessee shall immediately inform the Lessor if any of the keys supplied is lost and if so required by the Lessor pay for the changing of any locks. The Lessee shall return all keys supplied by the Lessor at the end of the Term.
- 3.25 The Lessee shall be responsible for protecting and keeping safe the Premises from theft and robbery and shall keep all windows and doors properly locked at all times that the Premises are unoccupied.

PART 4 - REPAIR & MAINTENANCE:

The Lessee shall:

- 4.1 Repair, maintain and keep the Premises in good and substantial repair and condition having regard to their state of repair and condition at the commencement date of the Term (reasonable wear and tear and damage by any of the Insured Risks excepted provided that no policy of insurance effected by the Lessor has been rendered void or voidable by virtue of any act matter or thing done by the Lessee or a Lessee Party).

- 4.2 Decorate the Premises at or not more than sixty (60) days prior to the dates specified in Item 13.
- 4.3 If required by the Lessor enter into and maintain fully comprehensive maintenance contracts for the maintenance of any lighting power heating ventilation fire prevention air conditioning and other equipment or plant which exclusively serve the Premises with reputable maintenance contractors first approved by the Lessor (approval not to be unreasonably withheld) and produce to the Lessor at any time upon demand such contracts and evidence that any sums due thereunder have been fully paid.
- 4.4 Replace broken glass in the Premises with glass of the same or similar quality and all broken or damaged plumbing, lighting, heating and electrical equipment appliances and other fixtures and fittings of the Lessor in the Premises.
- 4.5 At the expiration or sooner determination of the Term yield up to the Lessor the Premises (but excluding any fittings and fixtures which are tenants' trade fixtures or fittings or which are otherwise required to be removed pursuant to this Lease) duly repaired and maintained in accordance with the Obligations.
- 4.6 Permit the Lessor its servants agents and workmen to enter upon the Premises upon giving not less than two days notice to the Lessee except in the case of emergency when no notice shall be required:
 - 4.6.1 to take a plan of or to examine the state of repair and condition of the Premises and to take inventories; and
 - 4.6.2 to execute repairs alterations or other work to the Premises or any adjoining or neighbouring premises or land and for the purpose of building upon any adjoining or neighbouring land provided that the person or persons exercising this right shall make good in a reasonable manner all consequential damage to the Premises and cause as little inconvenience to the Lessee as is practical.
- 4.7 Keep the Premises including external surfaces of windows and doors clean and tidy and not place leave or permit to be placed or left any debris or rubbish in any part of the Premises.
- 4.8 Keep waste, trash and garbage in proper receptacles.
- 4.9 Keep the fire extinguishers hoses and other fire fighting or prevention equipment serving the Premises in good working order and condition and ensure that it is inspected at least once in every year of the Term by the competent authority.
- 4.10 If the Lessor does not as part of the Lessor's Services arrange for the cleaning of the Premises the Lessee shall enter into and maintain a comprehensive cleaning contract for the daily cleaning of the Premises with a reputable commercial cleaning contractor first approved by the Lessor (approval not to be unreasonably withheld) and produce to the Lessor at any time upon demand a copy of that contract.

PART 5 - DESTRUCTION:

- 5.1 If the Premises are destroyed or damaged so as to render the Premises or any substantial part substantially unfit for the use of or occupation by the Lessee or so as to deprive the Lessee of substantial use of or access to the Premises:
- 5.1.1 This Lease may be terminated without compensation by either the Lessor or the Lessee by written notice to the other provided that the Lessee shall not be entitled to terminate this Lease unless the Premises have not been rendered fit for the use and occupation of the Lessee or the use of and access to the Premises have not been substantially restored within a reasonable time after the destruction or damage.
- 5.1.2 Termination shall be without prejudice to the rights of either party in respect of any antecedent breach or matter.
- 5.1.3 On the happening of the damage or destruction (provided that any insurance moneys that would have been payable to the Lessor are not wholly or partially irrecoverable by reason of any act or default of a Lessee Party) the Rent and the Lessee's Proportion of Outgoings or a proportionate part thereof (according to the nature and extent of the damage) shall abate and all or any remedies for the recovery of abated Rent and the Lessee's Proportion of Outgoings are suspended until the Premises are rebuilt or reinstated or made fit for the occupation and use of the Lessee or until access is provided or until the Lease is terminated pursuant to Clause 5.1.1 as the case may be. Any dispute arising out of this clause shall be determined by a Valuer whose fees shall be paid by the Lessor and Lessee in equal shares unless otherwise awarded.
- 5.2 Nothing imposes any obligation upon the Lessor to rebuild or reinstate or make fit for occupation the Premises following damage or destruction.

PART 6 - INSURANCES AND INDEMNITIES:

6. The Lessee shall:
- 6.1 At its own cost effect and keep current a policy of public risk insurance with a reputable and solvent insurer with respect to the Premises and the business carried on in the Premises in which limits of public risk shall not be less than the amount specified in Item 14 (or such other amount as the Lessor may from time to time reasonably require) as the amount payable in respect of liability arising out of any one single accident or event and shall deliver to the Lessor on demand a copy of the policy and a current certificate of insurance;
- 6.2 At its own cost effect and keep current plate glass insurance (for the full replacement value) in respect of all plate glass attached to or forming part of the Premises and shall deliver to the Lessor on demand a copy of the policy and a current certificate of insurance;

- 6.3 Include as the insured parties in respect of each of the policies effected pursuant to Clause 6.1 and 6.2 the Lessor, any superior Lessor, and any person or persons nominated by the Lessor as being mortgagees of the Premises.
- 6.4 Indemnify and keep indemnified the Lessor from and against all actions claims demands losses damages costs and expenses which the Lessor may sustain or incur or for which the Lessor may become liable in respect of or arising from:
- 6.4.1 The neglect or default of any Lessee Party to observe or perform any of the Obligations;
 - 6.4.2 The negligent use or misuse waste or abuse by any Lessee Party of any water gas electricity or other services to the Premises;
 - 6.4.3 The overflow, leakage or escape of water fire gas electricity or any other harmful agent whatsoever in or from the Premises;
 - 6.4.4 The failure of the Lessee upon becoming aware of any defect in the Lessor's Services to notify the Lessor of that defect;
 - 6.4.5 The use of the Premises and the Common Parts by any Lessee Party;
 - 6.4.6 The carrying out of any additions or alterations or other works to the Premises by any Lessee Party;
 - 6.4.7 The use by any Lessee Party of any car parking facilities permitted by this Lease;
 - 6.4.8 The happening of any accident or event in or about the Premises,
- and the Lessor shall not be liable to the Lessee for any injury loss or damage which may be suffered or sustained to any property or by a Lessee Party on the Premises unless caused by the wilful act or omission of the Lessor its servants or agents.
- 6.5 Comply with all requirements and recommendations of the Lessor's insurer and not do or omit to do anything on or about the Premises which may increase the premium above the ordinary rate or render any additional premium payable for the Lessor's insurance or which may make void or voidable that policy and reimburse the Lessor forthwith on demand any additional premium which may have been paid or become payable by reason of that act or omission together with all expenses incurred by the Lessor in relation to the renewal of any policy of insurance (which shall not form part of the Insurance Cost).
- 6.6 Inform the Lessor of any thing arising from the Lessee's use of the Premises affecting the Lessor's insurances.
- 6.7 If the Building is damaged or destroyed by any of the Insured Risks and the insurance money under the insurance policy is wholly or partially irrecoverable by reason (solely or in part) of any act or default of a Lessee Party the Lessee shall forthwith pay to the Lessor the whole or as the case may require a fair proportion of the cost of rebuilding and reinstating the Building.

PART 7 - ALIENATION:

- 7.1 The Lessee shall not assign, transfer, sublet, part with or share possession of the Premises or its interest in the Premises provided that the Lessee may assign this Lease or sub-let with the prior consent of the Lessor (consent not to be unreasonably withheld in the case of a respectable and responsible assignee or sub lessee) and provided that the assignment or subletting shall comply with Section 41 of the Retail Leases Act, 1994. A change in effective management or control of the Lessee (if not a listed public company) constitutes an assignment of this Lease.
- 7.2 If the assignee or sub lessee is not a listed public company then the directors and principal shareholders shall if required by the Lessor jointly and severally covenant with the Lessor in the manner set out in Part 12.
- 7.3 Upon any assignment of this Lease the assignee shall if required by the Lessor covenant with the Lessor to observe and perform the Obligations.
- 7.4 Any subletting shall be upon the same terms as this Lease and at a rent which is no less than the Rent and shall be capable of being determined by the Lessor upon determination of this Lease.
- 7.5 Upon any assignment of this Lease the Lessor shall not be obliged to release the Lessee from the Obligations or the Guarantor from Part 12.

PART 8 - DEFAULT AND DETERMINATION:

- 8.1 The Lessor shall be entitled to exercise any of the rights specified in Clause 8.2 if:
- 8.1.1 the Lessee repudiates this Lease:
 - 8.1.2 there is a breach of an essential provision;
 - 8.1.3 the Rent or any other moneys payable by the Lessee to the Lessor pursuant to this Lease are in arrears or unpaid for a period of fourteen (14) days (whether or not demanded);
 - 8.1.4 the Lessee defaults in the performance of an Obligation (not relating to the payment of Rent or other moneys) which is not an essential provision and that default is reasonably capable of remedy and the Lessee fails to comply with a notice giving a period of not less than twenty eight days within which the default must be remedied;
 - 8.1.5 the Lessee is a corporation:
 - (a) an order is made or a resolution is passed for its winding up or proceedings are initiated or a meeting called to obtain any such order or to pass such resolution;

- (b) a receiver manager or receiver and manager of its undertaking or any part is appointed or an official manager or provisional liquidator is appointed;
- (c) if the Lessee is not a public listed company and without the prior written consent of the Lessor any sale transfer or other disposition of the shares in its issued capital or any issue or allotment of any new shares in its capital or any other act matter or thing occurs is done or performed the effect of which is to transfer directly or indirectly the effective management and control of the Lessee.

8.1.6 the Lessee is an individual and:

- (a) dies or becomes incapable of managing his own affairs;
- (b) is declared bankrupt or makes any arrangement with his creditors; or
- (c) any execution or other process of any Court or other authority issues out against or is levied upon any of the property of the Lessee;

8.1.7 the Lessee stops or threatens to stop payment of its debts or without the prior written consent of the Lessor ceases or threatens to cease to carry on its business;

8.1.8 any warranty or representation expressed in or implied by this Lease or otherwise made by or on behalf of the Lessee to the Lessor prior to entering into this Lease is found to be materially incorrect;

8.1.9 a final judgement is entered in any Court against the Lessee and is not satisfied within twenty eight (28) days;

8.1.10 the Lessee without the prior written consent of the Lessor creates or purports to create any charge or mortgage over its interest in this Lease.

8.2 Upon the happening of any of the events specified in Clause 8.1 the Lessor may exercise any of the following rights:

8.2.1 to re-enter (forcibly if necessary) the Premises or any part of the Premises in the name of the whole and repossess the Premises as of its former estate and expel and remove the Lessee and all other occupiers without liability for the tort of trespass or to the Lessee for any liability it may incur and without prejudice to any remedies which might otherwise be available to the Lessor to recover arrears of Rent or in respect to any antecedent breach of the Obligations and re-entry shall (unless the Lessor otherwise expressly elects) immediately cause this Lease to determine as if it had expired by effluxion of time but the Lessee shall remain liable for all Rent due to the date of re-entry and for all other moneys due pursuant to this Lease; or

8.2.2 to reduce the Term by giving the Lessee written notice expiring on a date being no earlier than twenty eight days after the date of service of the notice.

- 8.3 Upon re-entry pursuant to Clause 8.2.1 the Lessor may retain any furniture fittings fixtures or other items belonging to the Lessee in the Premises and the Lessor shall have the right to sell those items by public auction and apply the proceeds of sale towards the payment of any moneys payable to the Lessor pursuant to this Lease and for the purpose of any sale pursuant to the Clause, the Lessee irrevocably appoints the Lessor Attorney of the Lessee and authorises the Lessor to do all things necessary to effect any sale and to retain from the proceeds of any sale any amount received until the Lessor has been paid 100 cents in the dollar in respect of the indebtedness of the Lessee to the Lessor.
- 8.4 If any of the events specified in Clause 8.1.5 occurs to any Guarantor being a corporation or if any of the events specified in Clause 8.1.6 occurs to any Guarantor being an individual then the Lessee shall within fourteen (14) days of that event procure an additional guarantee and indemnity of the Obligations (in the form contained in Part 12) by a respectable responsible and solvent person acceptable to the Lessor.

PART 9 - ESSENTIAL PROVISIONS:

- 9.1 The Lessee represents that it will at all times comply with the Obligations and the Lessee acknowledges that the Lessor has entered into this Lease on the basis of that representation.

- 9.2 The following Obligations:

Part 1: Rent and Outgoings: Clauses 1.1. and 1.4
Part 3: Permitted Use and Conduct: Clause 3.1
Part 4: Repair and Maintenance: Clause 4.1
Part 6: Insurance and Indemnities: Clauses 6.1 and 6.4
Part 7: Alienation: Clause 7.1

are essential provisions provided that nothing shall prevent any other Obligations from being construed as essential.

- 9.3 The acceptance by the Lessor of arrears of rent or outgoings does not constitute a waiver of the essential nature of Clauses 1.1 and 1.4.
- 9.4 If there is a breach of an essential provision the Lessor is entitled to recover damages from the Lessee for that breach in addition to any other right to which the Lessor is entitled.
- 9.5 If the Lessee repudiates this Lease or defaults in the performance of an Obligation the Lessee covenants to compensate the Lessor for the loss of or damage suffered by reason of the repudiation or default.
- 9.6 The Lessee indemnifies the Lessor against any liability or loss arising from the Lessee repudiating this Lease or defaulting in the performance of an Obligation.

- 9.7 The Lessor is entitled to recover damages against the Lessee in respect of repudiation of this Lease or default in the performance of an Obligation for damage suffered by the Lessor over the entire period of this Lease.
- 9.8 The Lessee indemnifies the Lessor in respect of repudiation of this Lease or default in the performance of an Obligation against any liability or loss arising from re-entry of the Premises by the Lessor or arising from any difference between the Rent and other moneys which would have been payable by the Lessee to the Lessor pursuant to this Lease for the unexpired period of the Term and the amount which the Lessor using reasonable endeavours has actually received as rent as at the date of the Lessor's demand from any subsequent occupier of the Premises in respect of the unexpired period of the Term.
- 9.9 The Lessor's entitlement to recover damages or to receive the benefit of an indemnity under this Part is not affected by the Lessee abandoning the Premises, by the Lessor re-entering the Premises or terminating this Lease or converting this Lease to a periodic tenancy, by the Lessor accepting the Lessee's repudiation or by the parties' conduct constituting a surrender by operation of law.

PART 10 - COSTS AND NOTICES:

- 10.1 The Lessee will pay to the Lessor:
- 10.1.1 on demand, all legal and other costs and disbursements (including stamp duty) incurred by the Lessor in relation to any application by the Lessee for consent to an assignment of this Lease or the granting of a sub-lease or any other dealing with the Lessee's interest herein or any other matter requiring the consent of the Lessor pursuant to an Obligation or in connection with any breach or threatened breach of any Obligation or with any proceeding for enforcement of payment of Rent or any other Obligation.
 - 10.1.2 upon the signing of this Lease the Lessor's legal and other costs and disbursements in connection with the preparation of this Lease and the stamping and registration of it in accordance with Section 13 of the Retail Leases Act, 1994;
 - 10.1.3 all Financial Institutions or similar duty incurred by the Lessor in relation to the payment of the Rent and any other moneys payable pursuant to this Lease.
- 10.2 Service of any notice required or authorised by this Lease may be effected in the manner permitted by Section 170 of the Conveyancing Act, 1919.

PART 11 - LESSOR'S COVENANTS:

- 11.1 The Lessee upon paying the Rent and performing the Obligations shall peaceably hold and enjoy the Premises during the Term without any interference from the Lessor or any person rightfully claiming under or in trust for the Lessor.

- 11.2 The Lessor will use its best endeavours to provide the Lessor's Services on normal working days (excluding public holidays) during normal business hours provided that the Lessor shall not be liable for any failure at any time to provide any of the Lessor's Services.

PART 12 - GUARANTEE AND INDEMNITY:

- 12.1 The Guarantor and the Lessee acknowledge that this Lease has been granted by the Lessor at the request of the Guarantor upon condition that the Guarantor guarantees to the Lessor the Obligations. In this Part the Obligations shall also include the payment to the Lessor by the Lessee of mesne profits.
- 12.2 The Guarantor guarantees to the Lessor that the Lessee will perform all the Obligations and in default of performance by the Lessee of any of the Obligations the Guarantor covenants with the Lessor to perform the Obligations or cause them to be performed as if the Obligations were primarily the responsibility of the Guarantor.
- 12.3 The Guarantor indemnifies and keeps indemnified the Lessor from and against all losses damages costs charges liabilities and expenses of whatsoever kind which may at any time be suffered or incurred by the Lessor by reason or in consequence of default by the Lessee in the performance of the Obligations or in consequence of the Lessor attempting to enforce performance of the Obligations.
- 12.4 The Guarantor acknowledges to and agrees with the Lessor that:-
- 12.4.1 This guarantee and indemnity is a continuing guarantee and indemnity and principal obligation between the Guarantor and the Lessor and shall not be affected by any claim or right which the Lessee or the Guarantor may have or purport to have against the Lessor on any account whatsoever.
- 12.4.2 The amount of any moneys from time to time due and payable by it and the performance of its obligations pursuant to this Part shall be paid and performed by the Guarantor in accordance with the provisions of this Lease and if not so specified then on demand by the Lessor.
- 12.4.3 The liability of the Guarantor shall not be avoided or impaired by:
- (a) the Lessor granting time or other indulgence to or making any composition with the Lessee or the Guarantor;
 - (b) the Lessee or the Guarantor being wound up or passing a resolution for their respective liquidation or by the appointment of a receiver or liquidator respectively;
 - (c) the Lessee or the Guarantor becoming bankrupt or entering into any composition or arrangement with its respective creditors or becoming of unsound mind or dying;

- (d) the Lessee or the Guarantor entering into any composition or arrangement with its respective creditors or assigning its respective estates or any part thereof for the benefit of creditors;
- (e) the Lessor obtaining any further or other covenant security or guarantee for the Obligations from the Lessee or from any other person;
- (f) the Lessor forbearing, neglecting compromising abandoning or failing to exercise any remedy or right for the enforcement of its rights or powers under this Lease or any other security or guarantee;
- (g) any of the covenants of the Lessee or the Guarantor being or becoming illegal invalid void or unenforceable;
- (h) the absence of any notice to the Guarantor of default by the Lessee or the Guarantor or any other person who may become a guarantor;
- (i) the existence of any legal disability of the Lessee or the Guarantor;
- (j) the Lessor waiving any breach or default by the Lessee or the Guarantor;
- (k) the variation, alteration or renewal of the Lease whether or not the variation alteration or renewal was with the consent knowledge or agreement of the Guarantor;
- (l) the Lease not having been registered.

12.4.4 The execution of this Lease by the Guarantor constitutes a consent to and an awareness of the Obligations and any variation compromise or release of the Obligations.

12.4.5 No payment by any person shall operate to discharge or reduce the Guarantor's liability to the Lessor if that payment is or may be or may become voidable as a preference under any law relating to bankruptcy or the winding up of companies or other corporate entities and no grant of discharge or release consequent upon such a payment shall discharge the liability of the Guarantor.

12.4.6 The Guarantor's liability hereunder shall not be affected by any claim or right to set off or cross action which the Lessee or the Guarantor may respectively have or claim to have against the Lessor on any account nor shall the Guarantor be entitled to any set off against the Lessor.

12.5 The Guarantor:

12.5.1 covenants that upon the bankruptcy or liquidation of the Lessee the Guarantor will not prove in any such bankruptcy or liquidation in competition with the Lessor and the Guarantor irrevocably appoints the Lessor the Attorney of the Guarantor and authorises the Lessor to prove for all moneys which the Guarantor has paid on behalf of the Lessee or is entitled to receive from the

Lessee or the estate of the Lessee and to retain and to carry to a suspense account and appropriate at the discretion of the Lessor any amount received until the Lessor has been paid one hundred cents in the dollar in respect of the indebtedness of the Lessee or the Guarantor as the case may be;

- 12.5.2 waives all rights inconsistent with the provisions of this Part including rights as to contribution and subrogation which the Guarantor might otherwise as surety be entitled to claim and enforce; and
- 2.5.3 covenants with the Lessor that so far as is within its power and is permissible by law to do all things as may be reasonably required by the Lessor to give effect to the provisions of this Part.
- 12.6 The Guarantor covenants with and acknowledges to the Lessor that the guarantee and indemnity expressed in this Part shall enure for the benefit of the Lessor and its successors and assigns and that the Guarantor will at the request of the Lessor at any time enter into a deed with any transferee of the Building from the Lessor confirming this guarantee and indemnity to such transferee.

PART 13 - BANK GUARANTEE:

- 13.1 The Lessee shall deliver to the Lessor, on or before execution of this Lease, the Bank Guarantee.
- 13.2 If the Lessee defaults in the performance of any Obligation or if mesne profits are owed to the Lessor then the Lessor is authorised to demand that the guaranteeing bank pay to the Lessor the amount that (in the opinion of the Lessor) is due to the Lessor.
- 13.3 The Lessor shall be entitled to recover Rent and damages for breach of covenant without being limited to the amount secured under the Bank Guarantee.
- 13.4 Any demand made shall not constitute a waiver by the Lessor of any default or shall not prejudice any other right of the Lessor.
- 13.5 Should any amount of the Bank Guarantee be demanded from time to time by the Lessor then the Lessee shall upon demand by the Lessor provide to the Lessor a further Bank Guarantee for the amount demanded in order to reinstate the amount of the Bank Guarantee.
- 13.6 The Lessor shall return the Bank Guarantee to the Lessee on expiry or termination of this Lease subject to the Lessee vacating the Premises and otherwise complying with the Obligations (unless Clause 13.3 applies).

PART 14 - ANCILLARY RIGHTS, EXCEPTIONS AND RESERVATIONS:

- 14.1 This Lease includes the rights specified in Item 17 and if the right to park cars in the carparking areas of the Building is specified the following provisions shall apply:

- 14.1.1 The Lessee shall park cars only in the carparking area in the positions designated by the Lessor.
- 14.1.2 The Lessee shall have the right to identify its car parking spaces by painting appropriate identifying numbers letters or names in its spaces or by erecting at its own expense and with the consent in each case of the Lessor appropriate identifying name plates adjacent to each space and the Lessee covenants to remove its signs or painting at its own expense on the termination of this Lease and to make good any damage.
- 4.1.3 The Lessee shall not permit or allow any car to be cleaned greased oiled washed or repaired in any part of the Building.
- 14.1.4 The Lessee shall not store or permit or suffer to be stored or kept in any part of the Building any petrol or other inflammable fuel except as is contained in the petrol or other fuel feed tanks forming a permanent part of a car.
- 14.1.5 The Lessor shall not be held responsible for the loss of or damage to any car or for the loss of or damage to any article or thing in or upon any car or for any injury to any person howsoever that loss damage or injury may arise or be caused.
- 14.2 There is excepted and reserved from this Lease:
 - 14.2.1 the right at all times upon giving reasonable prior notice to the Lessee (except in the case of emergency where no notice shall be required) for the Lessor to enter the Premises for any purpose;
 - 14.2.2 the free and uninterrupted passage and running at all times of water oil gas electricity and other services from and to the Premises and any adjoining or neighbouring premises whether belonging to the Lessor or not through and along the conduits which are now or may hereafter be in the Premises and the right for the Lessor to lay move remove replace and maintain those conduits;
 - 14.2.3 all rights of light or air now subsisting or which might (but for this exception) be acquired over any neighbouring land or premises; and
 - 14.2.4 as may be specified in the Certificate of Title for the Premises.
- 14.3 The Lessee shall have the right to use the Common Parts for their designated use in common with other authorised persons.

PART 15. INTERPRETATION AND DEFINITIONS:

- 15.1 A reference to:
 - 5.1.1 this Lease includes the Reference Schedule to this Lease;
 - 15.1.2 an Item means the respective Item in the Reference Schedule;

- 15.1.3 a Clause or Part means the respective Clause and Part of this Lease;
 - 15.1.4 one gender includes a reference to the other genders and each of them;
 - 15.1.5 a person includes a reference to a corporation or firm and vice versa;
 - 15.1.6 a word importing the singular includes the plural number and vice versa;
 - 15.1.7 a statutory provision includes that provision as amended or re-enacted (either before or after the date of this Lease) from time to time;
 - 15.1.8 a party to this Lease includes the legal personal representatives or permitted assigns of that party;
 - 15.1.9 a determination by a Valuer or other independent person of any dispute or matter arising pursuant to this Lease means a determination by that person acting as an expert and not as an arbitrator.
- 15.2 Where commencing with a capital letter:
- 15.2.1 **"Bank Guarantee"** means the banker's guarantee or undertaking in a form reasonably acceptable to the Lessor to secure the performance by the Lessee of the Obligations for the amount specified in Item 16.
 - 15.2.2 **"Building"** means the land specified in Item 1, improvements erected on the land and Lessor's fixtures and fittings (including any part of the Building) as modified extended or altered at any time.
 - 15.2.3 **"Common Parts"** means those parts of the Building provided by the Lessor from time to time for common use by the occupants of the Building including the entrances, lobbies, corridors, stairways, car parking areas, lifts, tea-rooms, washrooms and toilets.
 - 15.2.4 **"Decorate"** means to clean, repair and prepare in a good and workmanlike manner and then to paint in colours approved by the Lessor (approval not to be unreasonably withheld) with at least two coats of paint all parts of the Premises previously painted and to paper varnish and otherwise treat all parts of the Premises previously treated in a manner approved by the Lessor (approval not to be unreasonably withheld) and to carry out all work using good quality materials.
 - 15.2.5 **"Environmental Protection Law"** means any statute, rule, order, regulation, ordinance, instruction, directive, authority, permit or licence regulating the discharge, emission, release, discarding or escape of any Pollutant.
 - 15.2.6 **"Estimate"** means the written estimate of Outgoings by the Lessor.
 - 15.2.7 **"Further Term"** means the period specified in Item 9.

- 15.2.8 **"Guarantor"** means the person specified in Item 15.
- 15.2.9 **"Index Number"** means the Consumer Price Index Number for Sydney (All Groups) as published from time to time by the Australian Bureau of Statistics or any official substitution for that number.
- 15.2.10 **"Insurance Cost"** means insurance premiums and other fees and charges (including stamp duties and statutory fees) arising from insuring the Building for the amount which the Lessor reasonably considers from time to time to be the full reinstatement value of the Building against the Insured Risks, loss of Rent and Outgoings, employers' risks, public liability and plate glass.
- 15.2.11 **"Insured Risks"** means fire lightning storm tempest and other risks against which the Lessor from time to time reasonably considers expedient to insure the Building, including the costs of demolition and removal of debris, and other incidental costs.
- 15.2.12 **"Lessee"** means the person referred to as the lessee on the front page of this Lease and includes its successors in title and permitted assigns.
- 15.2.13 **"Lessee Party"** means the Lessee and its servants agents employees contractors or visitors (whether or not by invitation) and any person claiming through or under the Lessee or any person under the control or direction of the Lessee.
- 15.2.14 **"Lessee's Percentage"** means the percentage specified in Item 8.
- 15.2.15 **"Lessor"** means the person referred to as the Lessor on the front page of this Lease and includes the persons for the time being entitled to the reversion immediately expectant upon expiry of the Term.
- 15.2.16 **"Lessor's Services"** means lighting power heating airconditioning ventilation management caretaking cleaning security lifts elevators and landscaping (including any contract for the provision of any service) and any other service or facility from time to time provided by the Lessor (at its discretion) for the benefit of the Lessee notwithstanding that service may also be of benefit to the Lessor or other occupants of the Building.
- 15.2.17 **"Obligations"** means all of the obligations of the Lessee both in law and equity to the Lessor pursuant to this Lease, including payment of Rent and all other moneys payable by the Lessee to the Lessor pursuant to this Lease or pursuant to any tenancy arising as a result of the Lessee holding over with the consent of the Lessor, or the performance and observance of any other provision.
- 15.2.18 **"Outgoings"** means:
- (a) rates taxes (including Land Tax on the basis specified in Section 26 of the Retail Leases Act, 1994) charges impositions and fees payable by the Lessor to any government or authority in respect of the Building charged to or payable by the Lessor provided that if the Building is not

separately assessed or charged in respect of any such rate tax charge imposition or fee there shall be included in the Outgoings the Lessor's estimate (which shall be final and binding on the Lessee except in the case of manifest error) of the rates taxes charges impositions or fees (as the case may be) attributable to the Building;

- (b) charges incurred by the Lessor in relation to the supply and usage of electricity, gas, water sewerage and drainage to and the removal of waste and garbage from the Building provided that if the Building is not separately charged rated or metered in respect of any service there shall be included in the Outgoings the Lessor's estimate (which shall be final and binding on the Lessee except in the case of manifest error) of the charges attributable to the Building;
- (c) charges for lighting, power, heating, air conditioning and ventilation incurred by the Lessor in relation to the Building;
- (d) Lessor's Services;
- (e) Insurance Cost;
- (f) if the Premises are or become subject to the Strata Titles Act, 1973, levies and other charges, other than those for capital costs, made by the Body Corporate in respect of the lot comprising the Premises or the lot of which the premises forms part;
- (g) charges incurred by the Lessor for maintenance and repairs to the Building other than structural maintenance and repairs and other than capital costs; and
- (h) management fees reasonably incurred by the Lessor in relation to the Building.

15.2.19 **"Pollutant"** means any hazardous material or contaminant whether in solid, liquid or gaseous form which on discharge, emission, release, discarding or escape may give rise to a contamination of the physical, chemical or biological condition of the atmosphere, land or water.

15.2.20 **"Premises"** means that part of the Building being the premises referred to on the front page of this Lease (including any part of the Premises) which for the purposes of obligation as well as grant exclude any Common Parts but include the surface of all internal walls floors and ceilings and all floor and wall coverings, all doors and door frames, all windows and window frames, all internal partitioning (erected by the Lessor or the Lessee or any other person at any time) and all the Lessor's fixtures and fittings in the Premises (including any lighting power heating air conditioning and ventilation plant and equipment exclusively serving the Premises).

15.2.21 **"Rent"** means the amount specified in Item 2 as reviewed from time to time.

15.2.22 **"Rent Commencement Date"** means the date specified in Item 4.

- 15.2.23 **"Review Dates"** means the dates specified in Item 5.
- 15.2.24 **"Specified Rate"** means the rate which is three per centum above the annual interest rate from time to time charged by the Lessor's principal bankers on unarranged overdrafts of more than \$100,000.00.
- 15.2.25 **"Term"** means the term granted by this Lease.
- 15.2.26 **"Valuer"** means a valuer who is a member of not less than five (5) years standing of the Australian Institute of Land Valuers and Economists (NSW Division) Inc with experience in assessing properties of the same nature as the Premises.
- 15.3 When two or more persons comprise the Lessee or Guarantor all the provisions of this Lease bind those persons jointly and each of them severally and also bind the respective personal representatives assigns and successors in title of each of them jointly and severally.
- 15.4 The covenants powers and provisions implied in leases by virtue of the Conveyancing Act, 1919 (as amended) are expressly negatived except in so far as they are included in this Lease.
- 15.5 A reference to the Lessor includes a reference to any superior lessor or any mortgagee from the Lessor or any superior lessor of the Premises:
- 15.5.1 where there are rights easements and reservations exercisable by or benefiting the Lessor;
- 15.5.2 where there is an obligation to obtain consent from the Lessor; and
- 15.5.3 where there are any indemnities in favour of the Lessor.
- 15.6 An Obligation not to do or omit any act or thing extends to an obligation not to permit any third party to do or omit the same.
- 15.7 A reference to the Lessor includes a reference to the Body Corporate if the Premises become subject to the Strata Titles Act, 1973.
- 15.8 An approval consent permission or notice required by this Lease is not valid unless in writing.
- 15.9 Marginal notes and headings are for the purpose of identification only and not to be considered in the interpretation of this Lease.
- 15.10 This Lease shall be interpreted in accordance with the laws of New South Wales.
- 15.11 The Lessor shall be entitled to exercise any right on its behalf expressed in or implied by this Lease by itself, its employees agents servants or contractors.
- 15.12 To the extent permitted by law the application to this Lease of any moratorium or other statute ordinance rule or regulation which reduces or postpones the payment of

rent or extends the Term or otherwise affects the operation of any of the provisions of this Lease to the detriment of the Lessor is expressly excluded and negatived.

- 15.13 Any provision of this Lease which is or shall be or become in breach of the Trade Practices Act, 1974 or any other statute rule or regulation and in consequence of that breach is void voidable unenforceable or invalid shall for so long as it is in breach be severable from this Lease and this Lease shall be interpreted as if that provision was not expressed in it.
- 15.14 This Lease is subject to the Retail Leases Act, 1994 and a provision of this Lease is void to the extent that the provision is inconsistent with any provision of that Act.

INDEX

	PAGE NO.
REFERENCE SCHEDULE	1
PART 1. RENT AND OUTGOINGS:	3
PART 2. HOLDING OVER AND OPTION FOR FURTHER TERM:	6
PART 3. PERMITTED USE AND CONDUCT:	7
PART 4. REPAIR AND MAINTENANCE:	9
PART 5. DESTRUCTION:	11
PART 6. INSURANCES AND INDEMNITIES:	11
PART 7. ALIENATION:	13
PART 8. DEFAULT AND DETERMINATION:	13
PART 9. ESSENTIAL PROVISIONS:	15
PART 10. COSTS AND NOTICES:	16
PART 11. LESSOR'S COVENANTS:	16
PART 12. GUARANTEE AND INDEMNITY:	17
PART 13. BANK GUARANTEE:	19
PART 14. ANCILLARY RIGHTS, EXCEPTIONS AND RESERVATIONS:	19
PART 15. INTERPRETATION AND DEFINITIONS:	20

THIS IS ANNEXURE 'B' TO LEASE DATED THE 8th DAY OF July, 1998.


BETWEEN GEORGIO ALTOMONTE HOLDINGS PTY LIMITED ("LESSOR")


AND NOBBY KITCHENS PTY LIMITED ("LESSEE")

EXECUTED AS A DEED

The common seal of)
GEORGIO ALTOMONTE HOLDINGS)
PTY LIMITED is affixed in accordance with)
its Articles of Association)
in the presence of:)




Signature of authorised person


Signature of authorised person

Secretary
Office held


Director
Office held


JAMES HEWRY SUBBS
Name of authorised person

GEORGE ALTOMONTE
Name of authorised person

The common seal of)
NOBBY KITCHENS PTY LIMITED)
is affixed in accordance with)
its Articles of Association in the presence of:)




Signature of authorised person


Signature of authorised person

CEO - DIRECTOR
Office held

COMPANY SECRETARY
Office held

DAVID AMER
Name of authorised person

GARY LOOK
Name of authorised person

CONSENT OF MORTGAGEE

FROM: EQUITY TRUSTEES LIMITED of 472 Bourke Street, Melbourne
Victoria 3000

TO: GEORGIO ALTOMONTE HOLDINGS PTY LIMITED
ACN 000 798 943

RE: LEASE TO NOBBY KITCHENS PTY LIMITED ACN 080 462 611
OF SHOP 1, GROUND FLOOR, 870 PACIFIC HIGHWAY,
GORDON, BEING PART CERTIFICATE OF TITLE FOLIO
IDENTIFIER 1/654047

EQUITY TRUSTEES LIMITED of 472 Bourke Street, Melbourne Victoria 3000, as Mortgagee under Mortgage No: I105222 **HEREBY CONSENTS** to the within Lease as from the registration thereof and not further or otherwise and subject to and without in any way limiting abridging affecting or prejudicing the rights powers and remedies of the Mortgagee under the said Mortgage (or any of them) which rights powers and remedies shall remain in full force and effect as if this consent had not been given save and except that as long as the covenants conditions and provisions of the within Lease are duly observed and performed the Mortgagee will in the event of the exercise of the power of sale or other power or remedy of the Mortgagee on default under the said Mortgage (or any of them) exercise the same subject to the then subsisting rights of the Lessee under the within Lease and this limited consent is also given on the express condition that the consent of the Mortgagee is procured in all cases where the consent of the Lessor is necessary under the within Lease and that all rights powers and remedies of the Lessor under the within Lease shall absolutely vest in and be exercisable and enforceable by the Mortgagee immediately upon the Mortgagee giving notice to the Lessee of demand to enter into receipt of the rents and profits of the leased premises.

DATED: 10 day of September 1998

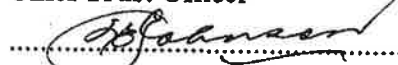
THE COMMON SEAL of EQUITY)
TRUSTEES LIMITED ACN 004 031 298 was)
hereby affixed by authority of the Directors:)

hereunto

Signature
TERENCE JOHN GLEN

Full Name (Print Please)

Chief Trust Officer


Signature

MILTON EDWARD JOHNSON

Full name (Print Please)

General Manager

Form: 97-07L
Licence: 026CN/0537/96

LEASE
New South Wales
Real Property Act 1900

5296651X



Instructions for filling out
this form are available
from the Land Titles
Office

Office of State Revenue use only

(A) PROPERTY LEASED

Show no more than
20 titles.
If appropriate, specify
the part or premises.

Folio Identifier 1/654047
PART being the Basement Workshop and Storeroom
870 Pacific Highway Gordon

(B) LODGED BY

LTO Box

Name, Address or DX and Telephone

lw
Ralph Fitzgerald, Solicitor
PO Box 426
Gordon NSW 2072
Tel: 9418 5511 Fax: 9418 1860

REFERENCE (15 character maximum):

DUTY \$224.70

(C) LESSOR GEORGIO ALTOMONTE HOLDINGS PTY LIMITED ACN 000 798 943

(D) The lessor leases to the lessee the property described above.
Encumbrances (if applicable) 1. I105222 2. 3.

(E) LESSEE

L

DRUMMOYNE CLASSIC CARS PTY LIMITED ACN 002 957 217
84 Victoria Road
Drummoynes NSW 2047
TENANCY:

N.S.W. STAMP
300198 9812 11 102266374/01

(G) 1. TERM: Two (2) Years

2. **COMMENCING DATE:** 16 February 1998

3. **TERMINATING DATE:** 15 February 2000

4. With an **OPTION TO RENEW** for a period of Two (2) Years set out in Clause 2.2.

5. Deleted.

6. Together with and reserving the **RIGHTS** set out in Annexure A.

7. Deleted.

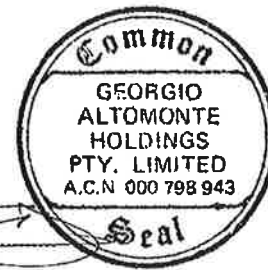
8. Deleted.

AKG

(H) DATE 17th April 1998

We certify this dealing correct for the purposes of the Real Property Act 1900.

THE COMMON SEAL of GEORGIO
ALDOMONTE HOLDINGS PTY LIMITED)
was hereunto affixed by authority)
of its Board and in the presence)
of:)



[Signature]
Director

[Signature]
Secretary

LESSEE:

THE COMMON SEAL OF DRUMMOYNE)
CLASSIC CARS PTY LIMITED)
was hereunto affixed by authority)
of its Board and in the presence)
of:)



[Signature]
Director

[Signature]
Secretary

*B.G. Zappia
who acknowledges that
I am a Sole Director
& Secretary of
Drummoyne Classic
Cars Pty Ltd*

(I) **STATUTORY DECLARATION**

I solemnly and sincerely declare that the time for the exercise of the Option to *//21a// Renew * //21b// Purchase* in expired lease No. //22// has ended and the lessee under that lease has not exercised the option.

I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths Act 1900.

Made and subscribed at in the State of New South Wales on 1997 in the presence of

.....
Signature of Witness

.....
Name of Witness (BLOCK LETTERS)

.....
Address and Qualification of Witness

.....
Signature of Lessor

THIS AND THE FOLLOWING PAGES IS ANNEXURE "A" TO DEED OF LEASE
DATED THE 17th DAY OF April 1998.
BETWEEN GEORGIO ALTOMONTE HOLDINGS PTY LIMITED ("LESSOR")
AND DRUMMOYNE CLASSIC CARS PTY LIMITED ("LESSEE")

THE REFERENCE SCHEDULE

ITEM 1: BUILDING

Certificate of Title Folio Identifier 1/654047
known as 870 Pacific Highway, Gordon

ITEM 2: RENT:

\$31,285.71 per annum.

ITEM 3: INSTALMENTS OF RENT:

Equal calendar monthly instalments of \$2,607.14.

ITEM 4: RENT COMMENCEMENT DATE:

1st February 1998

ITEM 5: REVIEW DATES:

Date
1st February 1999

Manner of Rent Review
CPI and Percentage.

ITEM 6: PERCENTAGE RATE FOR INCREASE(S):

5 %.

By Zaffer gm

G Altomonte

ITEM 7: INITIAL AMOUNT ATTRIBUTABLE TO CAR PARKING:

Nil.

ITEM 8: LESSEE'S PERCENTAGE OF OUTGOINGS:

0 %.

ITEM 9: FURTHER TERM:

Two years.

ITEM 10: REVIEW DATES FOR FURTHER TERM:

<u>Date</u>	<u>Manner of Rent Review</u>
16 February 2001	CPI and Percentage.

ITEM 11: PERMITTED USE:

Detailing of motor vehicles.

ITEM 12: ACCESS TIMES:

At all times subject to the Lessee complying with the Obligations.

ITEM 13: DECORATION TIMES:

31 January 2002.

ITEM 14: PUBLIC LIABILITY COVER:

Ten Million Dollars (\$10,000,000-00)

ITEM 15: GUARANTORS:

1. BEN ZAPPIA - 26 Woolwich Road, Hunters Hill

ITEM 16: AMOUNT OF BANK GUARANTEE:

NIL.

ITEM 17: ANCILLARY RIGHTS:

The right to park one (1) motor vehicle in the space set aside for that purpose from time to time by the landlord.

PART 1 - RENT AND OUTGOINGS:

1.1 The Lessee shall:

1.1.1 pay the Rent to the Lessor during the Term without deduction or demand by equal calendar monthly instalments as specified in Item 3 (or as reviewed pursuant to this Lease) in advance on the first day of each month during the Term. When the commencement date of the Term is not the first day of the month, then the first instalment is to be paid on the commencement date of the Term by an instalment being the sum of the proportionate part of the monthly instalment until the commencement date of the next calendar month plus the monthly instalment in respect of that next calendar month. Subsequent calendar monthly instalments shall be payable on the first day of each month. When the commencement day of the Term is not the first day of the month then the last instalment shall be the proportionate part of the monthly instalment until the last day of the Term. If the Lessee is not in default of the Obligations and the Lease has not been determined due to default of the Lessee prior to the expiration of the Term, the Lessor waives claim for Rent from the commencement date of the Term until the Rent Commencement Date.

1.1.2 if the Lessor requires pay the Rent by bank authority to an account nominated from time to time by the Lessor.

1.1.3 if any Rent or other moneys whether or not in the nature of rent payable by the Lessee to the Lessor pursuant to this Lease remain unpaid for seven (7) days after they have become due (whether demanded or not) pay to the Lessor interest calculated daily on any amounts remaining unpaid at the Specified Rate from the earlier of the date those moneys first became due by the Lessee or are outlaid or incurred by the Lessor (as the case may be) to the date upon which those moneys are paid or reimbursed to or recovered by the Lessor (both days inclusive). The Lessor shall be entitled to recover any such interest as rent in arrears. The Lessee acknowledges that the payment to or the demand receipt or recovery by the Lessor of that interest shall not prejudice or otherwise affect the Lessor's other rights upon the default by the Lessee in paying the Rent or any other moneys.

1.2 The Rent shall be reviewed on each of the Review Dates in the following manner:

1.2.1 On each Review Date specified in Item 5 as a Market Review Date the Rent shall increase to the amount agreed by the Lessor and the Lessee as the current market rent of the Premises at the relevant Review Date for the year commencing on that date as between a willing Lessor and a willing Lessee with vacant possession for a term equal to the sum of the Term and the Further Term and upon the terms and conditions of this Lease PROVIDED THAT if the current market rent of the Premises is less than the Rent, then the Rent shall not be reduced. If no agreement is reached prior to the Review Date the current market rent shall be determined by a Valuer who shall:

- (a) take no account of the value of any goodwill attributable to the Lessee's business and the value of the Lessee's fixtures and fittings in the Premises;

- (b) take no account of any deleterious condition of the Premises if such condition results from any breach of any Obligation;
- (c) take account of the provisions of this Lease;
- (d) take account of the current market rent of comparable premises in the Building, comparable premises in the vicinity of the Building, and other premises of a quality size and location similar to the Premises;
- (e) assume that the Premises are fit for immediate occupation and use even if work has been carried out by the Lessee or subtenant which has diminished the current market rent of the Premises and if the Premises are destroyed or damaged as if they had been fully restored and were in tenatable repair;
- (f) assume that the Premises are available to be let by a willing landlord to a willing tenant as a whole without premium but with vacant possession and subject to the provisions of this Lease for a term equal to the Term and Further Term of this Lease;
- (g) assume that all Obligations have been fully performed;
- (h) where the Premises are more than one floor take account of the Premises on a floor-by-floor basis;
- (i) take no account of any difference in the annual open market rental that is accountable to fluctuations caused by any subleasing of the Premises;

1.2.2 On each Review Date specified in Item 5 as a Percentage Review Date the Rent shall increase by the relevant percentage specified in Item 6.

1.2.3 On each Review Date specified in Item 5 as a Consumer Price Index Review Date the Rent shall increase by the percentage that the Index Number has increased since the last Review Date (or in the case of the first Review Date since the commencement date of the Term). For the purposes of ascertaining the increase the relevant Index Number shall be in the case of the first Review Date, the Index Number for the quarter immediately prior to the commencement date of the Term and in the case of each subsequent Review Date the Index Number for the quarter immediately prior to the last Review Date. An Index Number will be the relevant number notwithstanding that its date of publication may be after the relevant Review Date.

1.2.4 Where more than one method of review is specified for any Review Date in Item 5 then the Rent shall increase by the amount calculated by using the method of review which gives the greatest increase in Rent from the methods specified.

1.3 Any delay in agreeing or determining Rent shall not prejudice the Lessor's right subsequently to require the Rent to be reviewed in accordance with this Lease. Where there is a delay in agreeing or determining Rent the Lessee shall:

- (a) continue to pay Rent at the rate payable immediately prior to the relevant Review Date up to the date of agreement or determination;
- (b) within seven (7) days after the Rent is agreed or determined pay an amount equal to any increase for the period from the relevant Review Date to the date of agreement or determination;
- (c) pay interest on and at the same time as the amount payable pursuant to Clause 1.3(b) calculated at the Specified Rate from the date of agreement or determination to the date of its payment; and
- (d) pay the Rent as increased or the new rent (as the case may be) from the date any such increase is agreed or determined.
- (e) For the purpose of Clause 1.2 the part of the Rent at the commencement of the Term which is attributable to the right to park cars in the Building (pursuant to Clause 14.1) is specified in Item 7.

1.4 The Lessee covenants with the Lessor to pay the Lessee's Percentage of Outgoings to the Lessor as follows:

- 1.4.1 For the purposes of this Clause a reference to a year shall mean a period of twelve (12) months commencing on the same day as the Term or such other date as the Lessor may at any time elect.
- 1.4.2 At least one month before the beginning of each year which is wholly or partly within the Term the Lessor shall give to the Lessee the Estimate in respect of that year.
- 1.4.3 For each year (or part of a year) during the Term the Lessee shall pay to the Lessor on account of the Lessee's Percentage of Outgoings for that year the Lessee's Percentage of the Estimate (or if the year to which the Estimate relates is partly outside the Term that part of the Estimate as is attributable to that part of the year within the Term) by equal monthly instalments in advance throughout the year to which the Estimate relates or that part of that year which is within the Term (as the case may be). Instalments shall be paid on the same day of the month that the instalments of Rent are payable pursuant to this Lease or such other day as the Lessor may from time to time specify to the Lessee.
- 1.4.4 Within three months after the end of each year during the Term and if Term expires or is determined during a year immediately after the end of that year (or as soon as is practicable) the Lessor shall give the Lessee a report showing the total of the actual Outgoings for that year (or if the year to which the statement relates is partly outside the Term such amount of the actual Outgoings as is attributable to that part of the year within the Term) and also showing the amount due to the Lessor or the Lessee (as the case may require after taking account of any payments by the Lessee pursuant to an Estimate) which amount shall be paid within one month after the end of each year.

- 1.4.5 If any amount is due to the Lessee pursuant to Clause 1.4.5 and if the Lessee owes the Lessor any arrears or other money pursuant to the Lease, then the Lessor may apply any moneys payable to the Lessee pursuant to Clause 1.4.5 towards those arrears or other moneys owing, and if the Lessor does this he shall account to the Lessee for the amount appropriated.
- 1.5 Clause 1.4 shall survive the expiry or termination of this Lease for the purpose of making any balancing adjustment to Clause 1.4.4.
- 1.6 The Lessee shall pay for all services supplied or provided to the Premises (including gas, electricity water telephones and telex) provided that if the Premises are not separately metered or charged in respect of that service (and the cost of such service is not included in the Outgoings) the Lessor may pay for the provision of that service and if so the Lessee shall forthwith pay to the Lessor the Lessor's estimate (which shall be final and binding on the Lessee except in the case of manifest error) of the cost of the provision of that service attributable to the Premises.
- 1.7 If the Premises become subject to the Strata Titles Act, 1973 Item 8 is amended by deleting the specified percentage and by inserting "100%".

PART 2 - HOLDING OVER AND OPTION FOR FURTHER TERM:

- 2.1 If the Lessee continues to occupy the Premises after the expiration of the Term, with the consent of the Lessor, otherwise than pursuant to a further lease expressly granted by the Lessor to the Lessee, it shall do so as a monthly tenant only, at a rent payable monthly in advance equal to one-twelfth of the Rent last payable during the Term reviewed to the amount determined in accordance with clause 1.2.3 as if the expiry of the Term was a Review Date and thereafter on each anniversary of the expiry of the Term in the same manner. The tenancy shall be terminable at any time by either party giving to the other one (1) month's written notice but otherwise shall be subject to the provisions of this Lease as are consistent with a monthly tenancy.
- 2.2 If the Lessee gives the Lessor not more than six (6) and not less than three (3) months written notice before the expiry of the Term that it wishes to renew this Lease for the Further Term and provided that the Lessee has performed and observed the Obligations during the Term then the Lessor shall upon the expiry of the Term grant to the Lessee a lease for the Further Term upon the same provisions as this Lease but amended as follows:
- 2.2.1 The amount specified in Item 2 shall be the amount determined in accordance with Clause 1.2.1 as if the commencement date of the Further Term was a Review Date.
- 2.2.2 The date to be specified in Item 4 shall be the commencement date of the Further Term.
- 2.2.3 The dates and words to be specified in Item 5 shall be the dates and words specified in Item 10 of this Lease.

- 2.2.4 There shall be no option of renewal, so that this Clause 2.2 shall be deleted and Item 9 and Item 10 shall read "Not applicable".

PART 3 - USE OF AND CONDUCT ON PREMISES:

3. The Lessee shall:

3.1 Not use the Premises:

- 3.1.1 for any purpose other than as specified in Item 11;
- 3.1.2 for any illegal purpose or for any purpose in contravention of any approval consent or zoning by any competent authority;
- 3.1.3 as a dwelling or sleeping place or keep any animals birds or other livestock thereon;
- 3.1.4 for an auction sale;
- 3.1.5 except during the times specified in Item 12.

3.2 Not without the prior written consent of the Lessor (who may require plans and details as it considers necessary to be submitted to it by the Lessee) make or permit or suffer any alteration or addition whatsoever to the Premises (including the erection, demolition, installation, or alteration of any partitioning within the Premises) or mark drill cut maim injure or deface or in any way damage the Premises, and at the end of the Term or any further Term if the Lessor so requires remove those alterations and additions and restore the Premises to their condition prior to the making of those alterations and additions to the satisfaction of the Lessor and at the cost of the Lessee.

3.3 Comply with:

- 3.3.1 the regulations relating to fire and fire prevention of the Fire Brigade and any competent authority; and
- 3.3.2 any statute regulation ordinance and by-law and the requirements of every government or other competent authority.

3.4 Not cause any damage to or obstruction of the Building the Common Parts or any road serving the Building and not place or store any goods outside the Premises.

3.5 Not erect or display any sign or advertisement on the Building or the outside of the Premises or within the Premises so that the sign or advertisement can be seen from outside the Premises without the prior written consent of the Lessor (consent not to be unreasonably withheld) and the consents of all competent authorities and upon the termination of this Lease to remove all signs and advertisements.

3.6 Not use the lavatories conveniences and water apparatus in the Premises for any purpose other than those for which they were constructed and on demand pay to the

Lessor an amount sufficient to compensate the Lessor for damage resulting from misuse by the Lessee.

- 3.7 Not without the written consent of the Lessor bring into install use place or permit or suffer to be brought into the Premises plant machinery or other articles which may cause undue noise or vibrations or which are of a weight or size which may cause damage directly or indirectly to the Premises.
- 3.8 Not bring on to the Premises any dangerous inflammable explosive noxious or offensive substance except in accordance with the purpose specified in Item 11 and provided that the Lessee ensures that all proper and prudent measures are taken in the storage and use of the substance and that the Lessor is previously notified of the nature and extent of the substance brought on to the Premises.
- 3.9 Not do any act or thing which in the reasonable opinion of the Lessor may be offensive or cause a nuisance damage or annoyance or inconvenience to the Lessor or to the owners lessees or occupiers of any adjoining or neighbouring premises or land.
- 3.10 Not overload the electric wires and cables serving the Premises.
- 3.11 Give to the Lessor full particulars of any licence consent permission notice order requirement recommendation or proposal given or issued in respect of or in connection with the Premises by any competent authority within seven (7) days of its receipt by the Lessee.
- 3.12 Comply with any reasonable regulations the Lessor may make for the more efficient management of the Building (including its security and that of its lessees and occupants).
- 3.13 Observe and perform any restrictions stipulations and covenants referred to in the Certificate of Title for the Building.
- 3.14 Not obstruct any of the windows or ventilators belonging to the Premises nor to permit any new window or ventilator or other encroachment or easement of which the Lessee is aware to be made against or over the Premises.
- 3.15 In carrying out any construction fitting out reinstatement or removal works or alterations to the Premises:
 - 3.15.1 ensure that the works and alterations are carried out in a good and workmanlike manner by licensed and reputable tradepersons; and
 - 3.15.2 immediately repair and reinstate any damage caused in carrying out the works or alterations to the satisfaction of the Lessor.
- 3.16 Observe the covenants on the part of the Lessee contained in any head lease (except those relating to the payment of rent or insurances and those which are inconsistent with the Obligations).
- 3.17 Keep the premises free and clear of pests and vermin and if requested by the Lessor have the Premises treated regularly for the eradication of pests and vermin.

- 3.18 Obtain maintain and renew from time to time all licences permits consents and registrations required to lawfully use the Premises for the purpose specified in Item 11.
- 3.19 The Lessee shall not permit or suffer any Pollutant to escape or be released into or from the Premises or Building or any part thereof and shall comply with all Environmental Protection Laws to which it is subject pursuant to its occupation of the Premises.
- 3.20 The Lessee shall give the Lessor notice in writing of all notices or restraining orders issued in respect of the Building or Premises pursuant to any Environmental Protection Law.
- 3.21 The Lessee shall permit the Lessor at any time to enter the Premises and affix upon any external parts of the Premises noticeboards or other signs advertising any proposed sale and during the last six months of the Term the reletting of the Premises, and the Lessee shall not remove or obscure those notices. The Lessee shall permit the Lessor and those authorised by it at all reasonable times to show the Premises to prospective purchasers and at all reasonable times during the last three months during the Term and at any stage during any holding over period to show the Premises to prospective tenants.
- 3.22 The Lessor makes no warranty that the Premises are suitable to be used for any particular purpose, and the Lessee acknowledges that in entering into this Lease it has not relied upon any representation made by or on behalf of the Lessor as to the suitability of the Premises for any particular purpose.
- 3.23 The Lessor makes no warranty that the Premises can be lawfully used for the purpose specified in Item 11.
- 3.24 The Lessor will (at the cost of the Lessee) supply the Lessee with keys enabling the Lessee to gain access to the Premises. The Lessee shall immediately inform the Lessor if any of the keys supplied is lost and if so required by the Lessor pay for the changing of any locks. The Lessee shall return all keys supplied by the Lessor at the end of the Term.
- 3.25 The Lessee shall be responsible for protecting and keeping safe the Premises from theft and robbery and shall keep all windows and doors properly locked at all times that the Premises are unoccupied.

PART 4 - REPAIR & MAINTENANCE:

The Lessee shall:

- 4.1 Repair, maintain and keep the Premises in good and substantial repair and condition having regard to their state of repair and condition at the commencement date of the Term (reasonable wear and tear and damage by any of the Insured Risks excepted provided that no policy of insurance effected by the Lessor has been rendered void or voidable by virtue of any act matter or thing done by the Lessee or a Lessee Party).

- 4.2 Decorate the Premises at or not more than sixty (60) days prior to the dates specified in Item 13.
- 4.3 If required by the Lessor enter into and maintain fully comprehensive maintenance contracts for the maintenance of any lighting power heating ventilation fire prevention air conditioning and other equipment or plant which exclusively serve the Premises with reputable maintenance contractors first approved by the Lessor (approval not to be unreasonably withheld) and produce to the Lessor at any time upon demand such contracts and evidence that any sums due thereunder have been fully paid.
- 4.4 Replace broken glass in the Premises with glass of the same or similar quality and all broken or damaged plumbing, lighting, heating and electrical equipment appliances and other fixtures and fittings of the Lessor in the Premises.
- 4.5 At the expiration or sooner determination of the Term yield up to the Lessor the Premises (but excluding any fittings and fixtures which are tenants' trade fixtures or fittings or which are otherwise required to be removed pursuant to this Lease) duly repaired and maintained in accordance with the Obligations.
- 4.6 Permit the Lessor its servants agents and workmen to enter upon the Premises upon giving not less than two days notice to the Lessee except in the case of emergency when no notice shall be required:
 - 4.6.1 to take a plan of or to examine the state of repair and condition of the Premises and to take inventories; and
 - 4.6.2 to execute repairs alterations or other work to the Premises or any adjoining or neighbouring premises or land and for the purpose of building upon any adjoining or neighbouring land provided that the person or persons exercising this right shall make good in a reasonable manner all consequential damage to the Premises and cause as little inconvenience to the Lessee as is practical.
- 4.7 Keep the Premises including external surfaces of windows and doors clean and tidy and not place leave or permit to be placed or left any debris or rubbish in any part of the Premises.
- 4.8 Keep waste, trash and garbage in proper receptacles.
- 4.9 Keep the fire extinguishers hoses and other fire fighting or prevention equipment serving the Premises in good working order and condition and ensure that it is inspected at least once in every year of the Term by the competent authority.
- 4.10 If the Lessor does not as part of the Lessor's Services arrange for the cleaning of the Premises the Lessee shall enter into and maintain a comprehensive cleaning contract for the daily cleaning of the Premises with a reputable commercial cleaning contractor first approved by the Lessor (approval not to be unreasonably withheld) and produce to the Lessor at any time upon demand a copy of that contract.

PART 5 - DESTRUCTION:

- 5.1 If the Premises are destroyed or damaged so as to render the Premises or any substantial part substantially unfit for the use of or occupation by the Lessee or so as to deprive the Lessee of substantial use of or access to the Premises:
- 5.1.1 This Lease may be terminated without compensation by either the Lessor or the Lessee by written notice to the other provided that the Lessee shall not be entitled to terminate this Lease unless the Premises have not been rendered fit for the use and occupation of the Lessee or the use of and access to the Premises have not been substantially restored within a reasonable time after the destruction or damage.
- 5.1.2 Termination shall be without prejudice to the rights of either party in respect of any antecedent breach or matter.
- 5.1.3 On the happening of the damage or destruction (provided that any insurance moneys that would have been payable to the Lessor are not wholly or partially irrecoverable by reason of any act or default of a Lessee Party) the Rent and the Lessee's Proportion of Outgoings or a proportionate part thereof (according to the nature and extent of the damage) shall abate and all or any remedies for the recovery of abated Rent and the Lessee's Proportion of Outgoings are suspended until the Premises are rebuilt or reinstated or made fit for the occupation and use of the Lessee or until access is provided or until the Lease is terminated pursuant to Clause 5.1.1 as the case may be. Any dispute arising out of this clause shall be determined by a Valuer whose fees shall be paid by the Lessor and Lessee in equal shares unless otherwise awarded.
- 5.2 Nothing imposes any obligation upon the Lessor to rebuild or reinstate or make fit for occupation the Premises following damage or destruction.

PART 6 - INSURANCES AND INDEMNITIES:

6. The Lessee shall:
- 6.1 At its own cost effect and keep current a policy of public risk insurance with a reputable and solvent insurer with respect to the Premises and the business carried on in the Premises in which limits of public risk shall not be less than the amount specified in Item 14 (or such other amount as the Lessor may from time to time reasonably require) as the amount payable in respect of liability arising out of any one single accident or event and shall deliver to the Lessor on demand a copy of the policy and a current certificate of insurance;
- 6.2 At its own cost effect and keep current plate glass insurance (for the full replacement value) in respect of all plate glass attached to or forming part of the Premises and shall deliver to the Lessor on demand a copy of the policy and a current certificate of insurance;

- 6.3 Include as the insured parties in respect of each of the policies effected pursuant to Clause 6.1 and 6.2 the Lessor, any superior Lessor, and any person or persons nominated by the Lessor as being mortgagees of the Premises.
- 6.4 Indemnify and keep indemnified the Lessor from and against all actions claims demands losses damages costs and expenses which the Lessor may sustain or incur or for which the Lessor may become liable in respect of or arising from:
 - 6.4.1 The neglect or default of any Lessee Party to observe or perform any of the Obligations;
 - 6.4.2 The negligent use or misuse waste or abuse by any Lessee Party of any water gas electricity or other services to the Premises;
 - 6.4.3 The overflow, leakage or escape of water fire gas electricity or any other harmful agent whatsoever in or from the Premises;
 - 6.4.4 The failure of the Lessee upon becoming aware of any defect in the Lessor's Services to notify the Lessor of that defect;
 - 6.4.5 The use of the Premises and the Common Parts by any Lessee Party;
 - 6.4.6 The carrying out of any additions or alterations or other works to the Premises by any Lessee Party;
 - 6.4.7 The use by any Lessee Party of any car parking facilities permitted by this Lease;
 - 6.4.8 The happening of any accident or event in or about the Premises,and the Lessor shall not be liable to the Lessee for any injury loss or damage which may be suffered or sustained to any property or by a Lessee Party on the Premises unless caused by the wilful act or omission of the Lessor its servants or agents.
- 6.5 Comply with all requirements and recommendations of the Lessor's insurer and not do or omit to do anything on or about the Premises which may increase the premium above the ordinary rate or render any additional premium payable for the Lessor's insurance or which may make void or voidable that policy and reimburse the Lessor forthwith on demand any additional premium which may have been paid or become payable by reason of that act or omission together with all expenses incurred by the Lessor in relation to the renewal of any policy of insurance (which shall not form part of the Insurance Cost).
- 6.6 Inform the Lessor of any thing arising from the Lessee's use of the Premises affecting the Lessor's insurances.
- 6.7 If the Building is damaged or destroyed by any of the Insured Risks and the insurance money under the insurance policy is wholly or partially irrecoverable by reason (solely or in part) of any act or default of a Lessee Party the Lessee shall forthwith pay to the Lessor the whole or as the case may require a fair proportion of the cost of rebuilding and reinstating the Building.

PART 7 - ALIENATION:

- 7.1 The Lessee shall not assign, transfer, sublet, part with or share possession of the Premises or its interest in the Premises provided that the Lessee may assign this Lease or sub-let with the prior consent of the Lessor (consent not to be unreasonably withheld in the case of a respectable and responsible assignee or sub lessee). A change in effective management or control of the Lessee (if not a listed public company) constitutes an assignment of this Lease.
- 7.2 If the assignee or sub lessee is not a listed public company then the directors and principal shareholders shall if required by the Lessor jointly and severally covenant with the Lessor in the manner set out in Part 12.
- 7.3 Upon any assignment of this Lease the assignee shall if required by the Lessor covenant with the Lessor to observe and perform the Obligations.
- 7.4 Any subletting shall be upon the same terms as this Lease and at a rent which is no less than the Rent and shall be capable of being determined by the Lessor upon determination of this Lease.
- 7.5 Upon any assignment of this Lease the Lessor shall not be obliged to release the Lessee from the Obligations or the Guarantor from Part 12.

PART 8 - DEFAULT AND DETERMINATION:

- 8.1 The Lessor shall be entitled to exercise any of the rights specified in Clause 8.2 if:
 - 8.1.1 the Lessee repudiates this Lease;
 - 8.1.2 there is a breach of an essential provision;
 - 8.1.3 the Rent or any other moneys payable by the Lessee to the Lessor pursuant to this Lease are in arrears or unpaid for a period of fourteen (14) days (whether or not demanded);
 - 8.1.4 the Lessee defaults in the performance of an Obligation (not relating to the payment of Rent or other moneys) which is not an essential provision and that default is reasonably capable of remedy and the Lessee fails to comply with a notice giving a period of not less than twenty eight days within which the default must be remedied;
 - 8.1.5 the Lessee is a corporation:
 - (a) an order is made or a resolution is passed for its winding up or proceedings are initiated or a meeting called to obtain any such order or to pass such resolution;
 - (b) a receiver manager or receiver and manager of its undertaking or any part is appointed or an official manager or provisional liquidator is appointed;

- (c) if the Lessee is not a public listed company and without the prior written consent of the Lessor any sale transfer or other disposition of the shares in its issued capital or any issue or allotment of any new shares in its capital or any other act matter or thing occurs is done or performed the effect of which is to transfer directly or indirectly the effective management and control of the Lessee.

8.1.6 the Lessee is an individual and:

- (a) dies or becomes incapable of managing his own affairs;
- (b) is declared bankrupt or makes any arrangement with his creditors; or
- (c) any execution or other process of any Court or other authority issues out against or is levied upon any of the property of the Lessee;

8.1.7 the Lessee stops or threatens to stop payment of its debts or without the prior written consent of the Lessor ceases or threatens to cease to carry on its business;

8.1.8 any warranty or representation expressed in or implied by this Lease or otherwise made by or on behalf of the Lessee to the Lessor prior to entering into this Lease is found to be materially incorrect;

8.1.9 a final judgement is entered in any Court against the Lessee and is not satisfied within twenty eight (28) days;

8.1.10 the Lessee without the prior written consent of the Lessor creates or purports to create any charge or mortgage over its interest in this Lease.

8.2 Upon the happening of any of the events specified in Clause 8.1 the Lessor may exercise any of the following rights:

8.2.1 to re-enter (forcibly if necessary) the Premises or any part of the Premises in the name of the whole and repossess the Premises as of its former estate and expel and remove the Lessee and all other occupiers without liability for the tort of trespass or to the Lessee for any liability it may incur and without prejudice to any remedies which might otherwise be available to the Lessor to recover arrears of Rent or in respect to any antecedent breach of the Obligations and re-entry shall (unless the Lessor otherwise expressly elects) immediately cause this Lease to determine as if it had expired by effluxion of time but the Lessee shall remain liable for all Rent due to the date of re-entry and for all other moneys due pursuant to this Lease; or

8.2.2 to reduce the Term by giving the Lessee written notice expiring on a date being no earlier than twenty eight days after the date of service of the notice.

8.3 Upon re-entry pursuant to Clause 8.2.1 the Lessor may retain any furniture fittings fixtures or other items belonging to the Lessee in the Premises and the Lessor shall have the right to sell those items by public auction and apply the proceeds of sale

towards the payment of any moneys payable to the Lessor pursuant to this Lease and for the purpose of any sale pursuant to the Clause, the Lessee irrevocably appoints the Lessor Attorney of the Lessee and authorises the Lessor to do all things necessary to effect any sale and to retain from the proceeds of any sale any amount received until the Lessor has been paid 100 cents in the dollar in respect of the indebtedness of the Lessee to the Lessor.

- 8.4 If any of the events specified in Clause 8.1.5 occurs to any Guarantor being a corporation or if any of the events specified in Clause 8.1.6 occurs to any Guarantor being an individual then the Lessee shall within fourteen (14) days of that event procure an additional guarantee and indemnity of the Obligations (in the form contained in Part 12) by a respectable responsible and solvent person acceptable to the Lessor.

PART 9 - ESSENTIAL PROVISIONS:

- 9.1 The Lessee represents that it will at all times comply with the Obligations and the Lessee acknowledges that the Lessor has entered into this Lease on the basis of that representation.

- 9.2 The following Obligations:

Part 1: Rent and Outgoings: Clauses 1.1. and 1.4
Part 3: Permitted Use and Conduct: Clause 3.1
Part 4: Repair and Maintenance: Clause 4.1
Part 6: Insurance and Indemnities: Clauses 6.1 and 6.4
Part 7: Alienation: Clause 7.1

are essential provisions provided that nothing shall prevent any other Obligations from being construed as essential.

- 9.3 The acceptance by the Lessor of arrears of rent or outgoings does not constitute a waiver of the essential nature of Clauses 1.1 and 1.4.
- 9.4 If there is a breach of an essential provision the Lessor is entitled to recover damages from the Lessee for that breach in addition to any other right to which the Lessor is entitled.
- 9.5 If the Lessee repudiates this Lease or defaults in the performance of an Obligation the Lessee covenants to compensate the Lessor for the loss of or damage suffered by reason of the repudiation or default.
- 9.6 The Lessee indemnifies the Lessor against any liability or loss arising from the Lessee repudiating this Lease or defaulting in the performance of an Obligation.
- 9.7 The Lessor is entitled to recover damages against the Lessee in respect of repudiation of this Lease or default in the performance of an Obligation for damage suffered by the Lessor over the entire period of this Lease.

- 9.8 The Lessee indemnifies the Lessor in respect of repudiation of this Lease or default in the performance of an Obligation against any liability or loss arising from re-entry of the Premises by the Lessor or arising from any difference between the Rent and other moneys which would have been payable by the Lessee to the Lessor pursuant to this Lease for the unexpired period of the Term and the amount which the Lessor using reasonable endeavours has actually received as rent as at the date of the Lessor's demand from any subsequent occupier of the Premises in respect of the unexpired period of the Term.
- 9.9 The Lessor's entitlement to recover damages or to receive the benefit of an indemnity under this Part is not affected by the Lessee abandoning the Premises, by the Lessor re-entering the Premises or terminating this Lease or converting this Lease to a periodic tenancy, by the Lessor accepting the Lessee's repudiation or by the parties' conduct constituting a surrender by operation of law.

PART 10 - COSTS AND NOTICES:

- 10.1 The Lessee will pay to the Lessor:
- 10.1.1 on demand, all legal and other costs and disbursements (including stamp duty) incurred by the Lessor in relation to any application by the Lessee for consent to an assignment of this Lease or the granting of a sub-lease or any other dealing with the Lessee's interest herein or any other matter requiring the consent of the Lessor pursuant to an Obligation or in connection with any breach or threatened breach of any Obligation or with any proceeding for enforcement of payment of Rent or any other Obligation.
 - 10.1.2 upon the signing of this Lease the Lessor's legal and other costs and disbursements in connection with the preparation of this Lease and the stamping and registration of it;
 - 10.1.3 all Financial Institutions or similar duty incurred by the Lessor in relation to the payment of the Rent and any other moneys payable pursuant to this Lease.
- 10.2 Service of any notice required or authorised by this Lease may be effected in the manner permitted by Section 170 of the Conveyancing Act, 1919.

PART 11 - LESSOR'S COVENANTS:

- 11.1 The Lessee upon paying the Rent and performing the Obligations shall peaceably hold and enjoy the Premises during the Term without any interference from the Lessor or any person rightfully claiming under or in trust for the Lessor.
- 11.2 The Lessor will use its best endeavours to provide the Lessor's Services on normal working days (excluding public holidays) during normal business hours provided that the Lessor shall not be liable for any failure at any time to provide any of the Lessor's Services.

PART 12 - GUARANTEE AND INDEMNITY:

- 12.1 The Guarantor and the Lessee acknowledge that this Lease has been granted by the Lessor at the request of the Guarantor upon condition that the Guarantor guarantees to the Lessor the Obligations. In this Part the Obligations shall also include the payment to the Lessor by the Lessee of mesne profits.
- 12.2 The Guarantor guarantees to the Lessor that the Lessee will perform all the Obligations and in default of performance by the Lessee of any of the Obligations the Guarantor covenants with the Lessor to perform the Obligations or cause them to be performed as if the Obligations were primarily the responsibility of the Guarantor.
- 12.3 The Guarantor indemnifies and keeps indemnified the Lessor from and against all losses damages costs charges liabilities and expenses of whatsoever kind which may at any time be suffered or incurred by the Lessor by reason or in consequence of default by the Lessee in the performance of the Obligations or in consequence of the Lessor attempting to enforce performance of the Obligations.
- 12.4 The Guarantor acknowledges to and agrees with the Lessor that:-
- 12.4.1 This guarantee and indemnity is a continuing guarantee and indemnity and principal obligation between the Guarantor and the Lessor and shall not be affected by any claim or right which the Lessee or the Guarantor may have or purport to have against the Lessor on any account whatsoever.
- 12.4.2 The amount of any moneys from time to time due and payable by it and the performance of its obligations pursuant to this Part shall be paid and performed by the Guarantor in accordance with the provisions of this Lease and if not so specified then on demand by the Lessor.
- 12.4.3 The liability of the Guarantor shall not be avoided or impaired by:
- (a) the Lessor granting time or other indulgence to or making any composition with the Lessee or the Guarantor;
 - (b) the Lessee or the Guarantor being wound up or passing a resolution for their respective liquidation or by the appointment of a receiver or liquidator respectively;
 - (c) the Lessee or the Guarantor becoming bankrupt or entering into any composition or arrangement with its respective creditors or becoming of unsound mind or dying;
 - (d) the Lessee or the Guarantor entering into any composition or arrangement with its respective creditors or assigning its respective estates or any part thereof for the benefit of creditors;
 - (e) the Lessor obtaining any further or other covenant security or guarantee for the Obligations from the Lessee or from any other person;

- (f) the Lessor forbearing, neglecting compromising abandoning or failing to exercise any remedy or right for the enforcement of its rights or powers under this Lease or any other security or guarantee;
- (g) any of the covenants of the Lessee or the Guarantor being or becoming illegal invalid void or unenforceable;
- (h) the absence of any notice to the Guarantor of default by the Lessee or the Guarantor or any other person who may become a guarantor;
- (i) the existence of any legal disability of the Lessee or the Guarantor;
- (j) the Lessor waiving any breach or default by the Lessee or the Guarantor;
- (k) the variation, alteration or renewal of the Lease whether or not the variation alteration or renewal was with the consent knowledge or agreement of the Guarantor;
- (l) the Lease not having been registered.

12.4.4 The execution of this Lease by the Guarantor constitutes a consent to and an awareness of the Obligations and any variation compromise or release of the Obligations.

12.4.5 No payment by any person shall operate to discharge or reduce the Guarantor's liability to the Lessor if that payment is or may be or may become voidable as a preference under any law relating to bankruptcy or the winding up of companies or other corporate entities and no grant of discharge or release consequent upon such a payment shall discharge the liability of the Guarantor.

12.4.6 The Guarantor's liability hereunder shall not be affected by any claim or right to set off or cross action which the Lessee or the Guarantor may respectively have or claim to have against the Lessor on any account nor shall the Guarantor be entitled to any set off against the Lessor.

12.5 The Guarantor:

12.5.1 covenants that upon the bankruptcy or liquidation of the Lessee the Guarantor will not prove in any such bankruptcy or liquidation in competition with the Lessor and the Guarantor irrevocably appoints the Lessor the Attorney of the Guarantor and authorises the Lessor to prove for all moneys which the Guarantor has paid on behalf of the Lessee or is entitled to receive from the Lessee or the estate of the Lessee and to retain and to carry to a suspense account and appropriate at the discretion of the Lessor any amount received until the Lessor has been paid one hundred cents in the dollar in respect of the indebtedness of the Lessee or the Guarantor as the case may be;

- 12.5.2 waives all rights inconsistent with the provisions of this Part including rights as to contribution and subrogation which the Guarantor might otherwise as surety be entitled to claim and enforce; and
- 2.5.3 covenants with the Lessor that so far as is within its power and is permissible by law to do all things as may be reasonably required by the Lessor to give effect to the provisions of this Part.
- 12.6 The Guarantor covenants with and acknowledges to the Lessor that the guarantee and indemnity expressed in this Part shall enure for the benefit of the Lessor and its successors and assigns and that the Guarantor will at the request of the Lessor at any time enter into a deed with any transferee of the Building from the Lessor confirming this guarantee and indemnity to such transferee.

PART 13 - BANK GUARANTEE:

DELETED.

PART 14 - ANCILLARY RIGHTS, EXCEPTIONS AND RESERVATIONS:

- 14.1 This Lease includes the rights specified in Item 17 and if the right to park cars in the carparking areas of the Building is specified the following provisions shall apply:
 - 14.1.1 The Lessee shall park cars only in the carparking area in the positions designated by the Lessor.
 - 14.1.2 The Lessee shall have the right to identify its car parking spaces by painting appropriate identifying numbers letters or names in its spaces or by erecting at its own expense and with the consent in each case of the Lessor appropriate identifying name plates adjacent to each space and the Lessee covenants to remove its signs or painting at its own expense on the termination of this Lease and to make good any damage.
 - 4.1.3 The Lessee shall not permit or allow any car to be cleaned greased oiled washed or repaired in any part of the Building.
 - 14.1.4 The Lessee shall not store or permit or suffer to be stored or kept in any part of the Building any petrol or other inflammable fuel except as is contained in the petrol or other fuel feed tanks forming a permanent part of a car.
 - 14.1.5 The Lessor shall not be held responsible for the loss of or damage to any car or for the loss of or damage to any article or thing in or upon any car or for any injury to any person howsoever that loss damage or injury may arise or be caused.

14.2 There is excepted and reserved from this Lease:

14.2.1 the right at all times upon giving reasonable prior notice to the Lessee (except in the case of emergency where no notice shall be required) for the Lessor to enter the Premises for any purpose;

14.2.2 the free and uninterrupted passage and running at all times of water oil gas electricity and other services from and to the Premises and any adjoining or neighbouring premises whether belonging to the Lessor or not through and along the conduits which are now or may hereafter be in the Premises and the right for the Lessor to lay move remove replace and maintain those conduits;

14.2.3 all rights of light or air now subsisting or which might (but for this exception) be acquired over any neighbouring land or premises; and

14.2.4 as may be specified in the Certificate of Title for the Premises.

14.3 The Lessee shall have the right to use the Common Parts for their designated use in common with other authorised persons.

PART 15. INTERPRETATION AND DEFINITIONS:

15.1 A reference to:

5.1.1 this Lease includes the Reference Schedule to this Lease;

15.1.2 an Item means the respective Item in the Reference Schedule;

15.1.3 a Clause or Part means the respective Clause and Part of this Lease;

15.1.4 a word importing the singular includes the plural number and vice versa;

15.1.5 a statutory provision includes that provision as amended or re-enacted (either before or after the date of this Lease) from time to time;

15.1.6 a party to this Lease includes the legal personal representatives or permitted assigns of that party;

15.1.7 a determination by a Valuer or other independent person of any dispute or matter arising pursuant to this Lease means a determination by that person acting as an expert and not as an arbitrator.

15.2 Where commencing with a capital letter:

15.2.1 **"Bank Guarantee"** means the banker's guarantee or undertaking in a form reasonably acceptable to the Lessor to secure the performance by the Lessee of the Obligations for the amount specified in Item 16.

- 15.2.2 **"Building"** means the land specified in Item 1, improvements erected on the land and Lessor's fixtures and fittings (including any part of the Building) as modified extended or altered at any time.
- 15.2.3 **"Common Parts"** means those parts of the Building provided by the Lessor from time to time for common use by the occupants of the Building including the entrances, lobbies, corridors, stairways, car parking areas, lifts, tea-rooms, washrooms and toilets.
- 15.2.4 **"Decorate"** means to clean, repair and prepare in a good and workmanlike manner and then to paint in colours approved by the Lessor (approval not to be unreasonably withheld) with at least two coats of paint all parts of the Premises previously painted and to paper varnish and otherwise treat all parts of the Premises previously treated in a manner approved by the Lessor (approval not to be unreasonably withheld) and to carry out all work using good quality materials.
- 15.2.5 **"Environmental Protection Law"** means any statute, rule, order, regulation, ordinance, instruction, directive, authority, permit or licence regulating the discharge, emission, release, discarding or escape of any Pollutant.
- 15.2.6 **"Estimate"** means the written estimate of Outgoings by the Lessor.
- 15.2.7 **"Further Term"** means the period specified in Item 9.
- 15.2.8 **"Guarantor"** means the person specified in Item 15.
- 15.2.9 **"Index Number"** means the Consumer Price Index Number for Sydney (All Groups) as published from time to time by the Australian Bureau of Statistics or any official substitution for that number.
- 15.2.10 **"Insurance Cost"** means insurance premiums and other fees and charges (including stamp duties and statutory fees) arising from insuring the Building for the amount which the Lessor reasonably considers from time to time to be the full reinstatement value of the Building against the Insured Risks, loss of Rent and Outgoings, employers' risks, public liability and plate glass.
- 15.2.11 **"Insured Risks"** means fire lightning storm tempest and other risks against which the Lessor from time to time reasonably considers expedient to insure the Building, including the costs of demolition and removal of debris, and other incidental costs.
- 15.2.12 **"Lessee"** means the person referred to as the lessee on the front page of this Lease and includes its successors in title and permitted assigns.

- 15.2.13 **"Lessee Party"** means the Lessee and its servants agents employees contractors or visitors (whether or not by invitation) and any person claiming through or under the Lessee or any person under the control or direction of the Lessee.
- 15.2.14 **"Lessee's Percentage"** means the percentage specified in Item 8.
- 15.2.15 **"Lessor"** means the person referred to as the Lessor on the front page of this Lease and includes the persons for the time being entitled to the reversion immediately expectant upon expiry of the Term.
- 15.2.16 **"Lessor's Services"** means lighting power heating airconditioning ventilation management caretaking cleaning security lifts elevators and landscaping (including any contract for the provision of any service) and any other service or facility from time to time provided by the Lessor (at its discretion) for the benefit of the Lessee notwithstanding that service may also be of benefit to the Lessor or other occupants of the Building.
- 15.2.17 **"Obligations"** means all of the obligations of the Lessee both in law and equity to the Lessor pursuant to this Lease, including payment of Rent and all other moneys payable by the Lessee to the Lessor pursuant to this Lease or pursuant to any tenancy arising as a result of the Lessee holding over with the consent of the Lessor, or the performance and observance of any other provision.
- 15.2.18 **"Outgoings"** means:
- (a) rates taxes (including Land Tax on the basis specified in Section 26 of the Retail Leases Act, 1994) charges impositions and fees payable by the Lessor to any government or authority in respect of the Building charged to or payable by the Lessor provided that if the Building is not separately assessed or charged in respect of any such rate tax charge imposition or fee there shall be included in the Outgoings the Lessor's estimate (which shall be final and binding on the Lessee except in the case of manifest error) of the rates taxes charges impositions or fees (as the case may be) attributable to the Building;
 - (b) charges incurred by the Lessor in relation to the supply and usage of electricity, gas, water sewerage and drainage to and the removal of waste and garbage from the Building provided that if the Building is not separately charged rated or metered in respect of any service there shall be included in the Outgoings the Lessor's estimate (which shall be final and binding on the Lessee except in the case of manifest error) of the charges attributable to the Building;
 - (c) charges for lighting, power, heating, air conditioning and ventilation incurred by the Lessor in relation to the Building;
 - (d) Lessor's Services;

- (e) Insurance Cost;
- (f) if the Premises are or become subject to the Strata Titles Act, 1973, levies and other charges, other than those for capital costs, made by the Body Corporate in respect of the lot comprising the Premises or the lot of which the premises forms part;
- (g) charges incurred by the Lessor for maintenance and repairs to the Building other than structural maintenance and repairs and other than capital costs; and
- (h) management fees reasonably incurred by the Lessor in relation to the Building.

15.2.19 **"Pollutant"** means any hazardous material or contaminant whether in solid, liquid or gaseous form which on discharge, emission, release, discarding or escape may give rise to a contamination of the physical, chemical or biological condition of the atmosphere, land or water.

15.2.20 **"Premises"** means that part of the Building being the premises referred to on the front page of this Lease (including any part of the Premises) which for the purposes of obligation as well as grant exclude any Common Parts but include the surface of all internal walls floors and ceilings and all floor and wall coverings, all doors and door frames, all windows and window frames, all internal partitioning (erected by the Lessor or the Lessee or any other person at any time) and all the Lessor's fixtures and fittings in the Premises (including any lighting power heating air conditioning and ventilation plant and equipment exclusively serving the Premises).

15.2.21 **"Rent"** means the amount specified in Item 2 as reviewed from time to time.

15.2.22 **"Rent Commencement Date"** means the date specified in Item 4.

15.2.23 **"Review Dates"** means the dates specified in Item 5.

15.2.24 **"Specified Rate"** means the rate which is three per centum above the annual interest rate from time to time charged by the Lessor's principal bankers on unarranged overdrafts of more than \$100,000.00.

15.2.25 **"Term"** means the term granted by this Lease.

15.2.26 **"Valuer"** means a valuer who is a member of not less than five (5) years standing of the Australian Institute of Land Valuers and Economists (NSW Division) Inc with experience in assessing properties of the same nature as the Premises.

15.3 When two or more persons comprise the Lessee or Guarantor all the provisions of this Lease bind those persons jointly and each of them severally and also bind the respective personal representatives assigns and successors in title of each of them jointly and severally.

- 15.4 The covenants powers and provisions implied in leases by virtue of the Conveyancing Act, 1919 (as amended) are expressly negatived except in so far as they are included in this Lease.
- 15.5 A reference to the Lessor includes a reference to any superior lessor or any mortgagee from the Lessor or any superior lessor of the Premises:
 - 15.5.1 where there are rights easements and reservations exercisable by or benefiting the Lessor;
 - 15.5.2 where there is an obligation to obtain consent from the Lessor; and
 - 15.5.3 where there are any indemnities in favour of the Lessor.
- 15.6 An Obligation not to do or omit any act or thing extends to an obligation not to permit any third party to do or omit the same.
- 15.7 A reference to the Lessor includes a reference to the Body Corporate if the Premises become subject to the Strata Titles Act, 1973.
- 15.8 An approval consent permission or notice required by this Lease is not valid unless in writing.
- 15.9 Marginal notes and headings are for the purpose of identification only and not to be considered in the interpretation of this Lease.
- 15.10 This Lease shall be interpreted in accordance with the laws of New South Wales.
- 15.11 The Lessor shall be entitled to exercise any right on its behalf expressed in or implied by this Lease by itself, its employees agents servants or contractors.
- 15.12 To the extent permitted by law the application to this Lease of any moratorium or other statute ordinance rule or regulation which reduces or postpones the payment of rent or extends the Term or otherwise affects the operation of any of the provisions of this Lease to the detriment of the Lessor is expressly excluded and negatived.
- 15.13 Any provision of this Lease which is or shall be or become in breach of the Trade Practices Act, 1974 or any other statute rule or regulation and in consequence of that breach is void voidable unenforceable or invalid shall for so long as it is in breach be severable from this Lease and this Lease shall be interpreted as if that provision was not expressed in it.

INDEX

	PAGE NO.
REFERENCE SCHEDULE	1
PART 1. RENT AND OUTGOINGS:	3
PART 2. HOLDING OVER AND OPTION FOR FURTHER TERM:	6
PART 3. USE OF AND CONDUCT ON PREMISES:	7
PART 4. REPAIR AND MAINTENANCE:	9
PART 5. DESTRUCTION:	11
PART 6. INSURANCES AND INDEMNITIES:	11
PART 7. ALIENATION:	13
PART 8. DEFAULT AND DETERMINATION:	13
PART 9. ESSENTIAL PROVISIONS:	15
PART 10. COSTS AND NOTICES:	16
PART 11. LESSOR'S COVENANTS:	16
PART 12. GUARANTEE AND INDEMNITY:	17
PART 13. BANK GUARANTEE:	19
PART 14. ANCILLARY RIGHTS, EXCEPTIONS AND RESERVATIONS:	19
PART 15. INTERPRETATION AND DEFINITIONS:	20

THIS IS ANNEXURE 'B' TO LEASE DATED THE 17th DAY OF April 1998

BETWEEN GEORGIO ALTOMONTE HOLDINGS PTY LIMITED ("LESSOR")

AND DRUMMOYNE CLASSIC CARS PTY LIMITED ("LESSEE")

AND BEN ZAPPIA ("GUARANTOR")

EXECUTED AS A DEED

The Common Seal of GEORGIO
ALTOMONTE HOLDINGS PTY LIMITED
was affixed in accordance with
its Articles of Association
in the presence of:



Signature of authorised person

Signature of authorised person

Office held

Office held

Name of authorised person

Name of authorised person

The Common Seal of DRUMMOYNE
CLASSIC CARS PTY LIMITED
was affixed in accordance
with its articles of
association in the presence of:



Signature of authorised person

Signature of authorised person

DIRECTOR
Office held

Office held

BENEDETTO GEORGIO ZAPPIA
Name of authorised person


Name of authorised person

By Zappia who acknowledges the
I am a Sole Director
& Secretary of
Drummoyn Classic Cars
Pty Ltd.

Signed sealed and delivered by
BEN ZAPPIA
in the presence of:

)
)
)
)


Signature of Witness


Signature of Guarantor

SAVERIO RACCOSTA
Name of Witness (print)

CONSENT OF MORTGAGEE

FROM: EQUITY TRUSTEES LIMITED of 472 Bourke Street, Melbourne
Victoria 3000

TO: GEORGIO ALTOMONTE HOLDINGS PTY LIMITED
ACN 000 798 943

RE: LEASE TO DRUMMOYNE CLASSIC CARS PTY LIMITED
ACN 002 957 217
OF BASEMENT WORKSHOP & STOREROOM,
870 PACIFIC HIGHWAY, GORDON, BEING PART CERTIFICATE
OF TITLE FOLIO IDENTIFIER 1/654047

EQUITY TRUSTEES LIMITED of 472 Bourke Street, Melbourne Victoria 3000, as Mortgagee under Mortgage No: I105222 HEREBY CONSENTS to the within Lease as from the registration thereof and not further or otherwise and subject to and without in any way limiting abridging affecting or prejudicing the rights powers and remedies of the Mortgagee under the said Mortgage (or any of them) which rights powers and remedies shall remain in full force and effect as if this consent had not been given save and except that as long as the covenants conditions and provisions of the within Lease are duly observed and performed the Mortgagee will in the event of the exercise of the power of sale or other power or remedy of the Mortgagee on default under the said Mortgage (or any of them) exercise the same subject to the then subsisting rights of the Lessee under the within Lease and this limited consent is also given on the express condition that the consent of the Mortgagee is procured in all cases where the consent of the Lessor is necessary under the within Lease and that all rights powers and remedies of the Lessor under the within Lease shall absolutely vest in and be exercisable and enforceable by the Mortgagee immediately upon the Mortgagee giving notice to the Lessee of demand to enter into receipt of the rents and profits of the leased premises.

DATED: 10 day of September 1998

THE COMMON SEAL of EQUITY)
TRUSTEES LIMITED was hereunto affixed)
by authority of the Directors:)

Signature

TERENCE JOHN GLEN

Full Name (Print Please)

Chief Trust Officer

Signature

MILTON EDWARD JOHNSON

Full name (Print Please)

General Manager

Form: 97-07L
Licence: 026CN/0537/96

LEASE
New South Wales
Real Property Act 1900

5296652V



Instructions for filling out
this form are available
from the Land Titles
Office

Office of State Revenue use only

(A) PROPERTY LEASED

Show no more than
20 titles.
If appropriate, specify
the part or premises.

Folio Identifier 1/654047
PART being premises known as Suite 2, First Floor, 870 Pacific Highway, Gordon 2072

(B) LODGED BY



LTO Box

Name, Address or DX and Telephone

Ralph Fitzgerald, Solicitor

PO Box 426

Gordon NSW 2072

Tel: 9418 5511 Fax: 9418 1860

REFERENCE (15 character maximum):

*OFF L.
F776510/49

(C) LESSOR GEORGIO ALTOMONTE HOLDINGS PTY LIMITED ACN 000 798 943

(D) The lessor leases to the lessee the property described above.

Encumbrances (if applicable) 1. I105222

2.

3.

4.

(E) LESSEE

L

BARADOR PTY LIMITED ACN 000 966 914 of
Suite 2, 870 Pacific Highway, Gordon 2072

(F)

TENANCY:

(G) 1. TERM: 3 YEARS

2. **COMMENCING DATE:** 1 MARCH 1998

3. **TERMINATING DATE:** 28 FEBRUARY 2001

4. With an **OPTION TO RENEW** for a period of 3 YEARS set out in Clause 3.2, ANNEXURE A.

5. With **NO OPTION TO PURCHASE**

6. Together with and reserving the **RIGHTS** set out in ANNEXURE A.

7. Incorporates the provisions set out in ANNEXURE "A" hereto.

8. **DELETED.**

N.S.W. STAMP DUTY \$299.60
110698 9812 11 402309135/01

CPG

(H) DATE 9th June 1998

We certify this dealing correct for the purposes of the Real Property Act 1900.

THE COMMON SEAL of GEORGIO
ALDOMONTE HOLDINGS PTY LIMITED)
was hereunto affixed by authority)
of its Board and in the presence)
of:)



Director

Secretary

THE COMMON SEAL of)
BARADOR PTY LIMITED)
was hereunto affixed by authority)
of its Board and in the presence)
of:)



Director

Secretary

(I) **STATUTORY DECLARATION**

I solemnly and sincerely declare that the time for the exercise of the Option to */21a// Renew * //21b// Purchase* in expired lease No. //22// has ended and the lessee under that lease has not exercised the option.

I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths Act 1900.

Made and subscribed at in the State of New South Wales on 1997 in the presence of

Signature of Witness

Name of Witness (BLOCK LETTERS)

Address and Qualification of Witness

Signature of Lessor

THIS AND THE FOLLOWING 33 PAGES IS ANNEXURE "A" TO DEED OF
LEASE DATED THE 9th DAY OF June 1998 MADE BETWEEN GEORGIO
ALTOMONTE HOLDINGS PTY LIMITED (ACN 000 798 943) ("LESSOR") AND
BARADOR PTY LIMITED (ACN 000 966 914) ("LESSEE").

PART 1. INTERPRETATION AND DEFINITIONS:

- 1.1 In this Lease unless the context otherwise requires a reference to:
- 1.1.1 this Lease shall include the Reference Schedule to this Lease the contents of which Reference Schedule shall be read and construed as if they were set out in the body of this Lease;
 - 1.1.2 an Item number means the respective Items set out in the Reference Schedule to this Lease;
 - 1.1.3 a clause or part number means the respective clauses and parts of this Lease;
 - 1.1.4 one gender includes a reference to the other genders and each of them;
 - 1.1.5 a person includes a reference to a corporation or firm and vice versa;
 - 1.1.6 words importing the singular number shall be deemed to include the plural number and vice versa;
 - 1.1.7 any statutory provision shall be construed as a reference to that provision as respectively amended or re-enacted (either before or after the date of this Lease) from time to time;
 - 1.1.8 any person or party to this Lease means and includes the legal personal representatives or permitted assigns of such person or party as the circumstances may require;
 - 1.1.9 the use of any word or phrase which includes any one or more parties persons documents facts securities or events shall be given effect to as extending to meaning and binding all such parties persons facts events documents or securities jointly and each and every one of them severally as the circumstances may require;

40
1

- 1.1.10 determination by a Valuer or other independent person of any dispute or matter arising pursuant to this Lease means determination by such independent person acting as an expert and not as an arbitrator.
- 1.2 In this Lease unless the context otherwise requires the words and expressions set out below shall have the respective meanings attributed to them as follows:
- 1.2.1 **"Building"** means the land and improvements erected thereon described in Item 1 as modified extended altered or added to at any time.
- 1.2.2 **"Common Parts"** means those parts (if any) of the Building provided by the Lessor from time to time for common use by the occupants of the Building and including (but without limiting the generality thereof) the entrances, lobbies, corridors, stairways, lifts, tea-rooms, washrooms and toilets.
- 1.2.3 **"Decorate"** or **"Decoration"** in the context of the Premises means to clean, repair and prepare in a good and workmanlike manner and then to paint in such colours as have been approved by the Lessor (such approval not to be unreasonably withheld) with at least two coats of paint all parts of the interior and exterior of the Premises previously painted and to paper varnish and otherwise treat all parts of the Premises previously so treated and to carry out all such work in a good and workmanlike manner using good quality materials.
- 1.2.4 **"Further Term"** means any period specified in Item 13.
- 1.2.5 **"Guarantor"** means the person or persons (if any) specified in Item 2.
- 1.2.6 **"Head Lease"** means the head lease (if any) referred to in Item 12.
- 1.2.7 **"Index Number"** means the Consumer Price Index Number for Sydney (All Groups) as published from time to time by the Australian Bureau of Statistics or any official substitution therefor.
- 1.2.8 **"Insurance Cost"** means such yearly sum as shall represent:
- (a) the premium or premiums (or in the event of the Building being insured with other buildings the

proportion of such premium or premiums as is determined by the Lessor as being attributable to the Building whose determination shall be reasonable and except in case of manifest error be final and binding on the Lessee) paid or payable by the Lessor for insuring the Building in such sum as the Lessor considers at any time to be the full reinstatement value thereof (and including the cost of professional fees and other incidental expenses, the costs of demolition and shoring up and the removal of debris) against the Insured Risks;

- (b) the premium or premiums paid or payable by the Lessor for effecting insurance in respect of all employers risks in relation to persons employed by the Lessor in or about the Building; and
 - (c) the premium or premiums paid or payable by the Lessor for affecting public liability and/or plate glass insurance in relation to the Building.
- 1.2.9 **"Insured Risks"** means fire lightning storm tempest and such other risks against which the Lessor may from time to time consider it expedient to insure the Building.
- 1.2.10 **"Lessee"** means the person referred to as the lessee on the front page of this Lease and includes his successors in title and permitted assigns.
- 1.2.11 **"Lessee Party"** means and includes the Lessee and its servants agents employees contractors or visitors (whether or not by invitation) and any person claiming through or under the Lessee or any person under the control or direction of the Lessee.
- 1.2.12 **"Lessee's Percentage"** means the percentage specified in Item 17. In the event that the Premises at any time during the Term become or comprise any one or more lots in a Strata Plan Item 17 shall be deemed to be amended by deleting the percentage shown therein and inserting "100%".
- 1.2.13 **"Lessor"** means the person referred to as the lessor on the front page of this Lease and includes the persons for the time being entitled to the reversion immediately expectant upon expiry of the Term. In the event that the Premises comprise any one or more lots in a Strata Plan registered pursuant to the Act, from the date of registration of the Strata Plan this Lease

shall be deemed to have been amended by including the words "or Body Corporate" after the word "Lessor" wherever it appears.

1.2.14 **"Lessor's Services"** means the services (if any) specified in Item 4 and any other service now or hereafter provided by the Lessor (at its discretion) for the benefit of the Lessee notwithstanding that any such service may also be of benefit to members of the public.

1.2.15 **"Outgoings"** means and includes:

- (a) all rates taxes (including Land Tax on a single holding basis) charges impositions and fees of any kind at any time payable by the Lessor to any Federal or State government or local or other authority in respect of the Building or any part thereof charged to or payable by the Lessor provided that if the Building is not separately assessed or charged in respect of any such rates taxes charges and impositions there shall be included in the outgoings the Lessors estimate (which shall be final and binding on the Lessee except in the case of manifest error) of the rates taxes charges impositions or fees (as the case may be) attributable to the Building;
- (b) all charges incurred by the Lessor in relation to the supply of electricity, gas, water sewerage and drainage to and the removal of waste and other garbage from the Building are not separately charged in respect of any such service there shall be included in the Outgoings the Lessor's estimate (which shall be final and binding on the Lessee except in the case of manifest error) of the charges attributable to the Building;
- (c) all charges for lighting, power, heating, air conditioning and ventilation incurred by the Lessor in relation to the Building;
- (d) the reasonable cost from time to time to the Lessor of providing the Lessor's Services;
- (e) the Insurance Cost;
- (f) in the event the Premises comprises any one or more lots in a Strata Plan registered pursuant to the Strata Titles Act, 1973, all levies and other charges made by the Body Corporate in respect of the Premises; and

- (g) all charges incurred by the Lessor for maintenance and repairs to those parts of the Building leased to tenants and the Common Parts;
- 1.2.16 **"Premises"** means the premises described on the front page of this Lease which for the purposes of obligation as well as grant shall exclude any Common Parts but include the surface of all internal walls floors and ceilings and all floor and wall coverings, all doors and door frames, all windows and window frames, all internal partitioning (erected by the Lessor or the Lessee or any other person at any time) and all the Lessor's fixtures and fittings (excepting any heating air conditioning and ventilation plant not exclusively serving the Premises).
- 1.2.17 **"Rent"** means the initial yearly amount specified in Item 5 together with and including any increases thereto in accordance with the provisions of Clause 4.2.
- 1.2.18 **"Rent Commencement Date"** means the date specified in Item 6.
- 1.2.19 **"Review Dates"** means those dates specified in Item 8.
- 1.2.20 **"Specified Rate"** means the rate which is three per centum above the annual interest rate from time to time and at any time charged by the Lessors principal bankers on overdrafts of more than \$100,000.00.
- 1.2.21 **"Term"** means the term granted by this Lease.
- 1.2.22 **"Valuer"** means a valuer who is a member of not less than five (5) years standing of the New South Wales division of the Australian Institute of Land Valuers and Economists Inc (with experience in assessing for properties of the same nature as the Premises) appointed by the Lessor and acting as an expert and not as an arbitrator.
- 1.3 When two or more persons comprise the Lessee or Guarantor all the covenants conditions terms and restrictions bind such persons jointly and each of them severally and also bind the respective personal representatives assigns and successors in title of each of them jointly and severally.
- 1.4 The covenants powers and provisions implied in leases by virtue of the Conveyancing Act, 1919 (as amended) are hereby expressly negatived except in so far as they or some

part or parts thereof are included in the provisions expressed in this Lease.

- 1.5 In the following cases any reference in this Lease to the Lessor is deemed to include a reference to any superior lessor or any mortgagee from the Lessor or any superior lessor of the Premises (whether with or without other premises) or any part thereof:
 - 1.5.1 where there are rights easements and reservations exercisable by or benefiting the Lessor;
 - 1.5.2 where there is an obligation to obtain consent from the Lessor; and
 - 1.5.3 where there are any indemnities in favour of the Lessor.
- 1.6 Any covenant or agreement by the Lessee not to do or omit any act or thing is deemed to extend to an obligation not to permit any third party to do or omit the same.
- 1.7 Any approval consent permission or notice given pursuant to this Lease is not valid unless in writing.
- 1.8 Marginal notes and headings where used in this Lease are for the purpose of identification and location only and not to be considered in the interpretation of the provisions of this Lease.
- 1.9 This Lease shall be read and construed and take effect in accordance with the laws of the State or Territory in which the Premises are situate.
- 1.10 The Lessor shall be entitled to exercise any right on its behalf expressed in or implied by this Lease by itself, its employees agents servants or contractors.
- 1.11 To the extent permitted by law the application to this Lease and the provisions hereof or any moratorium or other Commonwealth or State statute ordinance rule or regulation which reduces or postpones the payment of rent or extends the Term or otherwise affects the operation or any of the provisions of this Lease to the detriment of the Lessor is hereby expressly excluded and negatived.
- 1.12 The Lessor and the Lessee hereby agree and declare that any provision of this Lease which is or shall be or become in breach of the Trade Practices Act, 1974 or any other Commonwealth or State statute rule or regulation and in

consequence of such breach is void voidable unenforceable or invalid shall in any such case and for so long as it is in breach as aforesaid be severable from this Lease and this Lease shall be read and construed as if such provision was not expressed herein.

PART 2 - ANCILLARY RIGHTS, EXCEPTIONS AND RESERVATIONS:

2.1 This demise shall include the rights (if any) specified in Item 3 and in the event that the rights so specified include the right to park any motor vehicles in any part of the Building the following provisions shall apply:

2.1.1 The Lessee shall park the motor vehicles only in the positions designated by the Lessor.

2.1.2 The Lessee shall have the right to identify its car parking spaces by painting appropriate identifying numbers letters or names in such spaces or by erecting at its own expense and with the consent in each case of the Lessor appropriate identifying name plates adjacent to each space and the Lessee covenants to remove any such signs or painting at its own expense on the termination of this Lease and to make good any damage occasioned thereby.

2.1.3 The Lessee shall not permit or allow any motor vehicle to be cleaned greased oiled washed or repaired in any part of the Building

2.1.4 The Lessee shall not store or permit or suffer to be stored or kept in any part of such car parking area of the Building any petrol or other inflammable fuel except as is contained in the petrol or other fuel feed tanks forming a permanent part of a motor vehicle.

2.1.5 The Lessor shall not be held responsible for the loss of or damage to any motor vehicle entering leaving or parked in the car parking area or for the loss of or damage to any article or thing in or upon any motor vehicle or for injury to any person howsoever such loss damage or injury may arise or be caused unless the Lessor, its servants, agents, employees or contractors is negligent in causing or contributing to such loss or damage.

2.2 There is excepted and reserved from this demise as follows:

- 2.2.1 the right at all times upon giving reasonable prior notice to the Lessee (except in the case of emergency) for the Lessor to enter upon the Premises for any purpose in connection with its rights duties and obligations expressed in or implied by this Lease;
- 2.2.2 the free and uninterrupted passage and running at all times of water oil gas electricity and other services from and to the Premises and any adjoining or neighbouring premises whether belonging to the Lessor or not through and along the conduits which are now or may hereafter during the Term be in the Premises and the right at any time during the Term for the lessor to lay move remove replace and maintain any such conduits;
- 2.2.3 all rights of light or air now subsisting or which might (but for this exception) be acquired over any neighbouring land or premises; and
- 2.2.4 as may be specified in the Certificate(s) of Title or title deeds in respect of the Premises.

PART 3 - HOLDING OVER AND OPTION FOR FURTHER TERM:

- 3.1 If the Lessee with the consent of the Lessor continues to occupy the Premises beyond the expiration of the Term otherwise than pursuant to a further lease granted by the Lessor to the Lessee, he shall do so as a monthly tenant only, at a rent payable monthly in advance equal to one-twelfth of the Rent nominated by the Lessor from time to time being not less than the Rent lastly payable during the Term reviewed to be the greater of the amounts determined in accordance with clause 4.2.1 and 4.2.2 as if the expiration of the Term was a Review Date and thereafter on each anniversary of the expiration of the Term in the same manner. Such tenancy shall be terminable at any time by either party giving to the other one (1) month's written notice but otherwise shall be subject to such of the provisions hereof as are not inconsistent with a monthly tenancy.
- 3.2 If the Lessee gives the Lessor not more than six (6) and not less than three (3) months prior written notice (from the date of expiry of the Term) that it wishes to renew this Lease for the Further Term and provided that the Lessee has duly performed and observed all of its obligations pursuant to this Lease throughout the Term then the Lessor shall upon the expiry of this Lease grant to the Lessee a lease for the Further Term upon the same

provisions (including any guarantee) as are contained in this Lease but amended as follows:

- 3.2.1 The initial yearly amount to be specified in Item 5 of the Reference Schedule of such further Lease shall be the amount agreed upon by the Lessor and the Lessee as representing the full yearly open market rental of the Premises including any car parking rights pursuant to Clause 2.1 at the date of commencement of such Further Term determined in accordance with Clause 4.2.1 as if the commencement date of the Further Term was a Market Review Date.
- 3.2.2 In any event the Rent shall not be lower than the Rent lastly payable during the Term increased by an amount equal to the percentage specified in Item 14.
- 3.2.3 The rent commencement date to be specified in Item 6 of the further lease shall be the commencement date of the Further Term.
- 3.2.4 The dates for review of rent to be specified in Item 8 of such further lease shall be the dates specified in Item 16.
- 3.2.5 There shall be no option of renewal in such further lease for any further term and accordingly the further term to be specified in Item 13 of such further lease shall be "nil", the words "not applicable" shall be inserted in Item 16 of the Reference Schedule of such further lease and this clause 3.2 shall be deleted.

PART 4 - RENT AND OUTGOINGS:

- 4.1 The Lessee hereby covenants with the Lessor that it shall:
 - 4.1.1 without demand or deduction pay the Rent to the Lessor from and including the Rent Commencement Date and thereafter throughout the Term (subject only to Clause 10.1.3) without demand at the times and in the manner specified in Item 7.
 - 4.1.2 if the Lessor shall require pay the Rent by bank authority;
 - 4.1.3 if any Rent or other moneys (whether or not in the nature of rent) payable by the Lessee to the Lessor remain unpaid for seven (7) days after the same shall have become due (whether demanded or not) pay to the Lessor interest calculated daily on amounts remaining

unpaid at the Specified Rate from the earlier of the date those moneys first became due by the Lessee or are outlaid or incurred by the Lessor (as the case may be) to the date upon which such moneys are paid or reimbursed to or recovered by the Lessor and the Lessor shall be entitled to recover any such interest as rent in arrears and the Lessee acknowledged that the payment to or the demand receipt or recovery by the Lessor of any such interest shall not prejudice or otherwise affect the Lessor's other rights upon the default by the Lessee in duly paying the Rent and any such other moneys.

4.2 The Lessee hereby acknowledges and agrees that the Rent (being the Rent payable immediately prior to the relevant Review Date) shall be reviewed on each of the Review Dates in the following manner:

4.2.1 On each Review Date (nominated in Item 8 as a Market Review Date) the Rent shall automatically increase to the amount agreed upon by the Lessor and the Lessee as representing the full yearly open market rental of the Premises upon the relevant Review Date as between a willing Lessor and a willing Lessee with vacant possession for a term equal to the sum of the Term and upon the terms and conditions of this Lease provided that if no agreement can be reached such amount shall be determined by a Valuer whose decision shall be final and whose costs shall be borne equally by the Lessor and the Lessee unless otherwise awarded. In seeking such agreement, the Lessor shall notify the Lessee in writing no later than 3 months after the Review Date of the amount the Lessor considers to be the full yearly open market rental of the Premises and agreement will be deemed to have been reached if the Lessee accepts in writing such amount no later than four months after the Review Date, in the absence of which the Lessor will request the President of the Australian Institute of Valuers and Land Economists (Inc) NSW Division, to appoint a Valuer no later than five months after the Review Date. The Valuer in determining the full yearly open market rental shall:

4.2.1.1 take no account of the value of any goodwill attributable to the Lessee's business and the value of the Lessee's fixtures and fittings in the Premises;

4.2.1.2 take no account of any deleterious condition of the Premises if such condition results from any breach of any term of this Lease by the Lessee;

- 4.2.1.3 have regard to the terms and conditions of this Lease and in particular to the actual liability of the Lessee to pay a contribution to the Outgoings of the Building;
- 4.2.1.4 have regard to the annual open market rental of comparable premises in the Building, comparable premises in the vicinity of the Building, and other premises of a quality size and location similar to the Premises;
- 4.2.1.5 value the Premises as being fit for immediate occupation and use even if work has been carried out thereon by the Lessee or subtenant which has diminished the annual open market rental of the Premises and in the event of the Premises being destroyed or damaged as if they had been fully restored and were in tenantable repair;
- 4.2.1.6 value the Premises as being available to be let by a willing landlord to a willing tenant as a whole without premium but with vacant possession and subject to the provisions of this Lease (other than the amount of the Rent hereby reserved but including the provisions for rent review) for a term equal to the Term and Further Term of this Lease;
- 4.2.1.7 assume that all covenants on the part of the Lessee contained in this Lease have been fully performed and observed;
- 4.2.1.8 where the annual open market rental is to be determined for more than one floor regard the Premises on a floor-by-floor basis;
- 4.2.1.9 take no account of any difference in the annual open market rental that is accountable to fluctuations caused by any subleasing of the Premises;
- 4.2.1.10 take account of any premium or other inducement paid payable or granted to the Lessee to take this Lease;
- 4.2.1.11 take account of any premium or other inducement then being paid payable or granted to a lessee in relation to such lessee taking a lease of any premises of a quality size and location similar to the Premises.
- 4.2.2 On each Review Date (nominated in Item 8 as a Percentage Review Date) the Rent shall increase by the amount equal to the relevant percentage specified in Item 14.

- 4.2.3 On each Review Date (nominated in Item 8 as a Consumer Price Index Review Date) the Rent shall automatically increase by the same proportion as the Index Number has increased since the last Review Date (or in the case of the first Review Date since the Commencement of the Term). For the purposes of ascertaining the increase the relevant publication of the Index Number shall be that published immediately prior to the Commencement of the Term or each Review Date as the case may be.
- 4.2.4 On each Review Date the Rent where more than one manner of review is nominated shall increase to the greater of the amounts determined in accordance with each manner of review.
- 4.2.5 In any event the Rent following any review shall not be less than the amount which was payable immediately prior to such Review Date.
- 4.3 Any delay in negotiating agreeing or deciding on the full yearly open market rental of the Premises shall not prejudice the Lessor's right at any time subsequently to require the Rent to be reviewed as at such Review Date passed or the commencement of such further term in the manner provided for in Clause 4.2.
- 4.3.1 Where there has been any delay (for whatever reason) in agreeing or determining any increase in the Rent at a Review Date pursuant to Clause 4.2 or the new rent upon the grant of any further term pursuant to Clause 3.2 the Lessee shall:
- 4.3.2 continue to pay Rent at the rate payable immediately prior to such Review Date or grant of a further term (as the case may be) up to the time any increase in the Rent or the new rent (as the case may be) is agreed or determined;
- (a) within seven (7) days of any increase in the Rent or the new Rent (as the case may be) being agreed or determined pay an amount equal to such increase for the period from the relevant Review Date or the commencement of the Further Term (as the case may be) to the date of such agreement or determination; and
- (b) pay the Rent as increased or the new rent (as the case may be) from the date any such increase is agreed or determined.

- 4.3.3 For the purpose of agreeing or determining the Rent pursuant to Clause 3.2 or 4.2 the Lessor and the Lessee agree that the amount of the Rent at the commencement of the Term which is attributable to the right to park any cars in the Building (pursuant to Clause 2.1) is as specified in Item 19.
- 4.4 The Lessee covenants with the Lessor to pay the Lessee's Percentage of Outgoings to the Lessor as follows:
- 4.4.1 For the purposes of this Clause a reference to a year shall mean a period of twelve (12) months commencing on the same day as the Term or such other date as the Lessor may at any time elect.
- 4.4.2 At the beginning of each year which is wholly or partly within the Term (or as soon as is practicable thereafter) the Lessor or his agent may prepare a reasonable estimate of the Outgoings in respect of that year ("Estimate").
- 4.4.3 The Lessor shall provide the Lessee with a copy of an Estimate prepared pursuant to Clause 4.4.2.
- 4.4.4 In respect of each year (or part of a year) during the Term the Lessee shall (if the Lessor has submitted an Estimate for that year) pay to the Lessor on account of the Lessee's Percentage of Outgoings for that year the Lessee's percentage of the Estimate (or in the event that the year to which the Estimate relates is partly outside the Term such amount of the Estimate as is attributable to that part of the year within the Term) by equal monthly instalments in advance throughout the year to which the Estimate relates or that part of that year which is within the Term (as the case may be) which instalment shall be paid on the same day of the month that the instalments of Rent are payable pursuant to this Lease or such other day as the Lessor may from time to time specify to the Lessee.
- 4.4.5 Immediately after the end of each year during the Term and in the event that the Term expires or is determined during the course of a year immediately after the end of that year (or as soon as is practicable thereafter) the Lessor or his agent shall prepare and provide to the Lessee a statement showing the total of the actual Outgoings for that year (or in the event that the year to which such statement relates is partly outside the Term such amount of the actual Outgoings as is attributable to that part of

the year within the Term) and also showing the amount due to the Lessor or the Lessee (as the case may require after taking account of any payments by the Lessee pursuant to an Estimate) which amount shall be paid forthwith.

- 4.5 Clause 4.4 shall continue in full force and effect notwithstanding the expiry or termination of this Lease for the purpose of making any balancing adjustment as aforesaid.
- 4.6 The Lessee shall pay for all services supplied or provided to the Premises (including but without limiting the generality thereof gas, electricity water telephones and telex) provided that if the Premises are not separately metered or charged in respect of any such service (and the cost of such service is not included in the Outgoings) the Lessor shall pay for the provision of such service and the Lessee shall forthwith pay to the Lessor the Lessor's estimate (which shall be final and binding on the Lessee except in the case of manifest error) of the cost of the provision of any such service attributable to the Premises.

PART 5 - DEFAULT AND DETERMINATION:

- 5.1 Notwithstanding any provision to the contrary expressed in or implied by this Lease upon the happening of any of the following events the Lessor shall be entitled to exercise any of the rights specified in Clause 5.2:
- 5.1.1 if the Rent or any part thereof or any other moneys (whether or not in the nature of Rent) shall be in arrears or unpaid for a period of fourteen (14) days (whether or not formally demanded);
- 5.1.2 if the Lessee shall default in the due observance and performance of any covenant condition restriction agreement or regulation (not relating to the payment of Rent or other moneys (whether or not in the nature of Rent) expressed in or implied by this Lease on its part to be observed and performed provided that in so far as such default is reasonably capable of remedy the Lessor shall first give the Lessee not less than twenty eight (28) days notice requiring the default to be remedied;
- 5.1.3 if in the event of the Lessee being a corporation:
- (a) an order is made or a resolution is passed for its winding up or proceedings are initiated or a meeting

called to obtain any such order or to pass such resolution;

(b) a receiver manager or receiver and manager of its undertaking or any part thereof is appointed or an official manager or provisional liquidator is appointed;

(c) if the Lessee is not a public listed company and without the prior written consent of the Lessor any sale transfer or other disposition whatsoever of the shares in its issued capital or any issue or allotment of any new shares in its capital or any other act matter or thing whatsoever occurs is done or performed the effect of which is to transfer whether directly or indirectly to any person persons company or companies the effective management and control of the Lessee.

5.1.4 if the Lessee being an individual:

(a) dies or becomes incapable of managing his own affairs;

(b) is declared bankrupt or makes any arrangement with his creditors;

(c) if any execution or other process of any Court or other authority issues out against or is levied upon any of the property of the Lessee;

5.1.5 if the Lessee stops payment of its debts or without the prior written consent of the Lessor ceases to carry on its business;

5.1.6 if any warranty or representation expressed in or implied by this Lease or otherwise made by or on behalf of the Lessee to the Lessor prior to entering into this Lease is found to be materially incorrect;

5.1.7 if a final judgement is entered in any Court against the Lessee and is not satisfied within twenty eight (28) days thereafter;

5.1.8 if the Lessee without the prior written consent of the Lessor creates or purports to create any charge or mortgage over its interest in this Lease.

5.2 Upon the happening of any of the events specified in Clause 5.1 the Lessor may at its absolute discretion:

5.2.1 immediately or at any time thereafter (unless prohibited by any statute) and without any notice

(unless required by virtue of any statute) or previous demand re-enter (forcibly if necessary) into and upon the Premises or part or parts thereof in the name of the whole and repossess the same as of its former estate and expel and remove the Lessee and all other occupiers without liability for the tort of trespass or to the Lessee for any liability it may incur and without prejudice to any remedies which might otherwise be available to the Lessor to recover arrears of Rent or in respect to any antecedent breach of the covenants conditions restrictions agreements and regulations on the part of the Lessee expressed in or implied by this Lease and such re-entry shall (unless the Lessor otherwise expressly elects) automatically cause this Lease to determine as if it has thereupon expired by effluxion of time but the Lessee shall remain liable for all Rent due to the date of such re-entry and for all other moneys (if any) due hereunder; or

- 5.2.2 by giving written notice to the Lessee reduce the Term so that it expires on a date being not prior to the twenty eight days after the date of service of such notice.
- 5.3 In the event of any re-entry pursuant to Clause 5.2.1 the Lessor may retain any furniture fittings fixtures or other items belonging to the Lessee in the Premises and the Lessor shall have the right to sell such furniture fittings and fixtures or other items by public auction and apply the proceeds of such sale towards the payment of any moneys outstanding and payable to the Lessor pursuant to this Lease.
- 5.4 In the event that the Lessee defaults in its obligations pursuant to this Lease with respect to the repair and decoration of the Premises then without prejudice to any other of the Lessor's rights and remedies hereunder it shall be lawful for the Lessor without further notice to enter upon the Premises and repair and remedy the same and all expenses incurred by the Lessor in so doing shall be reimbursed forthwith without the need for demand by the Lessee and if not so reimbursed shall be recoverable as rent in arrears without notice.
- 5.5 If any of the events specified in Clause 5.1.3 occurs with respect to any Guarantor being a corporation or if any of the events specified in Clause 5.1.4 occurs with respect to any Guarantor being an individual then the Lessee covenants with the Lessor that it shall within fourteen (14) days of such event procure an additional guarantee of its

obligations under this Lease (in the form contained in Part 13) by a respectable responsible and solvent person acceptable to the Lessor.

PART 6 - REPAIR & MAINTENANCE OF PREMISES:

The Lessee hereby covenants with the Lessor that it shall:

- 6.1 At all times during the Term and during any period of holding over repair, maintain and keep the Premises in good and substantial repair and condition, having regard to the state of repair and the condition at the commencement of this Lease, to the satisfaction of the Lessor (damage by any of the Insured Risks excepted provided that no policy of insurance effected by the Lessor has been rendered void or voidable by virtue of any act matter or thing done upon the Premises by the Lessee its servants agents invitees or any person claiming through or under the Lessee).
- 6.2 Decorate all parts of the Premises at or not more than sixty (60) days prior to the times set out in Item 15.
- 6.3 If required by the Lessor shall enter into and maintain (at the cost of the Lessee) throughout the Term and during any period of holding over fully comprehensive maintenance contracts for the maintenance of any heating ventilation fire prevention air conditioning and other equipment or plant which exclusively serve the Premises with reputable companies first approved by the Lessor (whose approval shall not be unreasonably withheld) and produce to the lessor at any time upon demand such contracts and evidence that any sums due thereunder have been fully paid.
- 6.4 From time to time immediately replace (at the Lessee's expense) broken glass in the Premises with glass of the same or similar quality and all broken or damaged plumbing, lighting, heating and electrical appliances and other fixtures and fittings of the Lessor in the Premises.
- 6.5 At the expiration or sooner determination of the Term yield up to the Lessor the Premises (but excluding any fittings and fixtures which are tenants trade fixtures or fittings or which are otherwise required to be removed pursuant to this Lease) duly repaired and maintained in accordance with the covenants herein contained.
- 6.6 Permit the Lessor its servants agents and workmen to enter upon the Premises at any time during the Term upon giving the Lessee not less than two days notice except in the case of emergency when no notice shall be required:

- 6.6.1 to take a plan of or to examine the state of repair and condition of the Premises and to take inventories; and
- 6.6.2 to execute repairs decorations alterations or other work to the Premises and any adjoining or neighbouring land and for the purpose of building upon any adjoining or neighbouring land provided that the person or persons exercising such right shall make good in a reasonable manner all damage thereby occasioned to the Premises and cause as little inconvenience to the Lessee as is practical.
- 6.7 At all times keep the Premises including external surfaces or windows and doors clean and tidy and not place leave or permit to be placed or left any debris or rubbish in any part of the Premises.
- 6.8 At all times keep waste, trash and garbage in proper receptacles.
- 6.9 At all times keep fire extinguishers sprinklers hoses and other fire fighting or prevention equipment serving the Premises in good working order and condition and ensure that it is inspected at least once in every year of the Term by the relevant fire authority.
- 6.10 In the event that the Lessor does not as part of the Lessor's services arrange for the cleaning of the Premises the Lessee shall enter into and maintain a comprehensive cleaning contract for the regular cleaning of the Premises with a reputable company and produce to the Lessor at any time upon demand a copy of such contract.

PART 7 - USE OF AND CONDUCT ON PREMISES:

- 7. The Lessee hereby covenants with the Lessor that it shall:
 - 7.1 Not use the Premises or any part thereof:
 - 7.1.1 for any purpose other than as specified in Item 9 or such other purpose as the Lessor may consent to;
 - 7.1.2 for any illegal purpose or for any purpose in contravention of any approval consent or zoning by the relevant authority;
 - 7.1.3 as a dwelling or sleeping place or keep any animals birds or other livestock thereon;

- 7.1.4 for the carrying on of any auction sale;
- 7.1.5 except during the times specified in Item 10.
- 7.2 Not without the prior written consent of the Lessor (who may require such plans and details as it considers necessary to be submitted to it by the Lessee) make or permit or suffer any alteration or addition whatsoever to the Premises (including the erection, demolition, or alteration of any partitioning within the Premises) or any part thereof or mark drill cut maim injure or deface or in any way damage any parts of the Premises, and at the end of the Term (or any subsequent term granted pursuant to any option herein contained) if the Lessor so requires remove any such alterations and additions and restore the Premises to the condition it was in prior to the making of such alterations and additions to the satisfaction of the Lessor at the cost in all things of the Lessee.
- 7.3 Subject to Clause 12.7 at all times at the cost of the Lessee observe and comply with:
 - 7.3.1 the laws and regulations for the time being relating to fires (and the prevention thereof) and every requirement of the Fire and Accident Underwriters Association and the Board of Fire Commissioners of the State in which the Premises are situated and any other competent Authority; and
 - 7.3.2 the provisions of every Commonwealth and State statute and every rule regulation ordinance and by-law made at any time under or in pursuance of any such statute and the requirements at any time of every government or other competent authority.
- 7.4 Not cause any damage to or obstruction of any Common Parts or cause any damage to or obstruction of any road or laneway serving the Building and not place or store any goods outside the premises.
- 7.5 Not erect or display any sign or advertisement on the exterior of the Premises (or within the Premises so that such sign or advertisement can be seen from the exterior of the Premises) without the prior written consent of the lessor (such consent not to be unreasonably withheld) and the consents of all relevant and competent Authorities and upon the termination of this Lease to remove any such sign.
- 7.6 Not use the lavatories conveniences and water apparatus in the Premises for any purpose other than those for which they were constructed and on demand pay to the Lessor an

amount sufficient to compensate the Lessor for any damage resulting from any such misuse by the Lessee.

- 7.7 Not without the written consent of the Lessor bring into install use place or permit or suffer to be brought into the Premises any plant machinery or other articles which may cause undue noise or vibrations or which are of a weight or size which may cause damage directly or indirectly to the Premises.
- 7.8 Not bring on to the Premises any dangerous inflammable explosive noxious or offensive substances except in the ordinary course of the Lessee's business (permitted by this Lease to be carried on at the Premises) and provided that the Lessee shall ensure that all proper and prudent measures are taken in the storage and use of any such substances and that the Lessor is previously notified of the nature and extent of any such substances brought on to the Premises.
- 7.9 Not do any act or thing which in the reasonable opinion of the Lessor may be offensive or cause a nuisance damage or annoyance or inconvenience to the Lessor or to the owners lessees or occupiers of any adjoining or neighbouring premises or buildings. For the purposes of this Clause the use permitted by Item 9 will not contribute an offensive act.
- 7.10 Not overload the electric wires and cables serving the Premises.
- 7.11 Give to the Lessor full particulars of any permission notice order requirement recommendation or proposal given or issued in respect of or in connection with the Premises by any competent Authority within seven (7) days of its receipt by the Lessee.
- 7.12 Comply with such reasonable regulations as the Lessor may now or in the future make for the more efficient management of the Premises (including its security and that of its lessees and occupants).
- 7.13 At all times observe and perform the restrictions stipulations and covenants (if any) referred to in the certificates(s) of title in respect of the Premises.
- 7.14 Not obstruct any of the windows or ventilators belonging to the Premises nor to permit any new window or ventilator or other encroachment or easement of which the Lessee is aware to be made against or over the Premises.

- 7.15 In carrying out any construction fitting out reinstatement or removal works or alterations to the Premises:
- (a) ensure that such alterations are carried out in a good and workmanlike manner by licensed and reputable tradespersons; and
 - (b) forthwith repair and reinstate any part of the Premises damaged or defaced in carrying out such works or alterations to the satisfaction of the Lessor.
- 7.16 Observe the covenants on the part of the Lessee contained in the Head Lease (if any) under which the Lessor holds the Premises (except those relating to the payment of rent, insurances and those which are inconsistent with the terms hereof) as though the same were set out in full herein.
- 7.17 Keep the Premises free and clear of pests and vermin and if requested by the Lessor have the Premises treated regularly for the eradication of pest and vermin at the Lessee's expense.
- 7.18 In the event that the Premises comprises any one or more lots in a Strata Plan registered pursuant to the Strata Titles Act, 1973, at all times to observe and comply with the provisions of the Act and its regulations and schedules and any by-laws of the relevant strata scheme.
- 7.19 Obtain maintain and renew from time to time all licences permits consents and registrations required to lawfully use the Premises for the purpose specified in Item 9.

PART 8 - INSURANCES AND INDEMNITIES:

8. The Lessee hereby covenants with the Lessor that it shall:
- 8.1 At its own cost effect and at all times keep in full force and effect a policy of public risk insurance with a reputable and solvent insurer with respect to the Premises and the business carried on in the Premises in which limits of public risk shall not be less than the amount specified in Item 11 (or such other amount as the Lessor may from time to time reasonable require) as the amount payable in respect of liability arising out of any one single accident or event and shall deliver to the Lessor on demand a copy of the policy and a current certificate of insurance;
 - 8.2 At its own cost effect and at all times keep in full force and effect plate glass insurance (for the full replacement value thereof) in respect of all plate glass attached to or

forming part of the Premises and shall deliver to the Lessor on demand a copy of the policy and a current certificate of insurance;

- 8.3 Include as the insured parties in respect of each of the policies effected pursuant to Clause 8.1 and 8.2 the Lessor, any superior lessor, or any person or persons nominated by the Lessor as being mortgagees of the Premises, provided that the Lessor informs the Lessee of such persons in writing.
- 8.4 And hereby does indemnify and hold indemnified the Lessor from and against all actions claims demands losses damages costs and expenses which the Lessor may sustain or incur or for which the Lessor may become liable whether during or after the Term in respect of or arising from:
- 8.4.1 The neglect or default of any Lessee Party to observe or perform any of the terms covenants and conditions expressed in or implied in this Lease.
 - 8.4.2 The negligent use or misuse waste or abuse by any Lessee Party of any water gas electricity or other services to the Premises.
 - 8.4.3 The overflow, leakage or escape of water fire gas electricity or any other harmful agent whatsoever in or from the Premises.
 - 8.4.4 The failure of the Lessee upon becoming aware of any defect in any of the air conditioning fire prevention equipment or other facilities presently available in relation to the Premises to notify the Lessor of such defect.
 - 8.4.5 The use of the Premises and the Common Parts by any Lessee Party.
 - 8.4.6 The carrying out of any additions or alterations or other works to the Premises by any Lessee Party.
 - 8.4.7 The use by any Lessee Party of any car parking facilities in the Premises permitted by this Lease.
 - 8.4.8 The happening of any accident or event in or about the Premises.

And it is hereby agreed that the Lessor shall not be liable or in any way responsible to the Lessee or any Lessee Party for any injury loss or damage which may be suffered or sustained to any property or by any person on the Premises

unless caused by the wilful act or omission of the Lessor its servants or agents.

- 8.5 Comply with all requirements and recommendations of the insurers of the Premises and not do or omit to do anything on the Premises which may increase the premium above the ordinary rate or render any additional premium payable for the insurance of the Premises or which may make void or voidable any policy of such insurance and will reimburse the Lessor forthwith on demand for any additional premium which may have been paid or become payable by reason of any such act or omission together with all expenses incurred by the Lessor in relation to the renewal of any policy of insurance (which shall not form part of the Insurance Cost).
- 8.6 Inform the Lessor of any reason arising from the Lessee's use of the Premises which may affect the Lessor's insurable interest in the Premises or in any adjoining premises.
- 8.7 In the event of the Building or any part thereof being damaged or destroyed by any of the Insured Risks at any time during the Term and the insurance money under the insurance policy effected thereon being wholly or partially irrecoverable by reason (solely or in part) of any act or default of a Lessee Party the Lessee shall forthwith pay to the Lessor the whole or as the case may require a fair proportion of the cost of rebuilding and reinstating the same.

PART 9 - ALIENATION:

- 9.1 The Lessee hereby covenants with the Lessor not to assign, transfer sublet part with or share possession of the whole or any part of the Premises or its interest therein provided that the Lessee may assign or sub lease the benefit of this Lease as a whole or in part having first obtained the written consent of the Lessor whose consent shall not be unreasonably withheld in the case of a respectable and responsible assignee or sub lessee and provided that any such assignment or subletting shall comply with the relevant provisions of this Part 9. For the purposes of this Clause 9.1 a change in the controlling shareholding of the Lessee if a proprietary company shall constitute a transfer of this Lease.
- 9.2 If the intended assignee or sub lessee shall be a company then the directors or principal shareholders of such shall if the Lessor so requires act as guarantors for such company and shall (inter alia) jointly and severally

covenant with and guarantee to the Lessor in the manner set out in Part 13.

- 9.3 Upon any assignment or transfer of the Lease the assignee shall if the Lessor so requires enter into a direct covenant with the Lessor to observe and perform the covenants and conditions herein contained and on the part of the Lessee to be observed and performed.
- 9.4 Any subletting shall be upon the same terms of this Lease and at a rental which is no less than the rent and shall be capable of being determined by the Lessor in the event of determination of this Lease.
- 9.5 The Lessor shall upon any assignment of this Lease not be obliged or required to release the Lessee from the covenants and agreements on its part herein contained or the Guarantor from the guarantee herein contained and nothing expressed in this Lease shall imply any such release.

PART 10 - DESTRUCTION OF PREMISES:

- 10.1 If during the term of this Lease the Premises shall be destroyed or damaged so as to render the Premises or any substantial part thereof substantially unfit for the use of or occupation by the Lessee or so as to deprive the Lessee of substantial use of or access to the Premises:
 - 10.1.1. This Lease may be terminated without compensation by either the Lessor or the Lessee by written notice to the other provided that the Lessee shall not be entitled to terminate the Lease unless the Premises shall not have been rendered fit for the use and occupation of the Lessee or the use of and access to the Premises shall not have been substantially restored within six (6) months of such destruction or damage.
 - 10.1.2 Any such termination shall be without prejudice to the rights of either party in respect of any antecedent breach matter or thing.
 - 10.1.3 On the happening of any such damage or destruction as aforesaid (provided that any insurance moneys that would have been payable to the Lessor are not wholly or partially irrecoverable by reason of any act or default of a Lessee Party) the Rent or a proportionate part thereof (according to the nature and extent of the damage sustained) and all other moneys payable by

the Lessee shall abate and all or any remedies for the recovery of such Rent or such proportionate part thereof and such other moneys shall be suspended until the Premises shall have been rebuilt or reinstated or made fit for the occupation and use of the Lessee or until access thereto shall have been provided or until the Lease shall be terminated pursuant to the provisions hereof as the case may be. Any dispute arising out of this clause shall be determined by a Valuer whose fees shall be borne by the Lessor and Lessee in equal shares unless otherwise awarded.

- 10.2 Nothing expressed in or implied by this Lease shall be deemed to impose any obligation upon the Lessor to rebuild or reinstate or make fit for occupation the Premises in the event of damage thereto or destruction thereof.

PART 11 - LESSOR'S COVENANTS:

11. The Lessor hereby covenants with the Lessee as follows:

- 11.1 That the Lessee paying the Rent hereby reserved and performing and observing the covenants and stipulations herein contained shall peaceably hold and enjoy the Premises during the Term without any interference from the Lessor or any person rightfully claiming under or in trust for the Lessor.
- 11.2 That the Lessor will at all times during the Term (unless such insurance shall be avoided by any act or omission of the Lessee as foresaid) insure and keep insured the Building against the Insured Risks and will whenever required (but not more than once in every calendar year) produce a certificate to the Lessee in respect of such insurance.
- 11.3 That the Lessor will use its best endeavours to provide the Lessor's Services during the Term provided that insofar as the Lessor's Services relate to the provision of any heating lighting air conditioning or ventilation to the Premises or the operation of any lifts in the Building the Lessor shall only be obliged to provide such Lessor's Services during normal business hours during the week (excluding public holidays) and provided further that the Lessor shall not be liable for any failure at any time to provide any of the Lessor's Services arising out of matters beyond its reasonable control.

PART 12 - GENERAL:

12.1 The Lessee hereby covenants with the Lessor to pay to the Lessor on demand:

12.1.1 All reasonable legal and other costs and disbursements (including stamp duty) incurred by the Lessor in relation to any application by the Lessee for consent to an assignment of this Lease or the granting of a sub-lease or any other dealing with the Lessee's interest herein or any other matter requiring the consent of the Lessor pursuant to the provisions hereof or in connection with any breach or threatened breach of any of the terms hereof by the Lessee and in connection with any proceeding for enforcement of payment of Rent or any other terms of this Lease.

12.1.2 Upon the signing of this Lease the reasonable Lessor's legal costs and disbursements in connection with this Lease and the stamping and registration thereof.

12.1.3 All Financial Institutions or similar duty incurred by the Lessor in relation to the payment to it of the Rent and any other moneys payable hereunder (excluding moneys payable pursuant to this Clause).

12.2 Service of any notice required or authorised by this Lease may be effected in the manner permitted by Section 170 of the Conveyancing Act, 1919.

12.3 The Lessee shall permit the Lessor at any time during the Term to enter the Premises and affix upon any suitable parts of the exterior thereof notice boards or other signs advertising the selling and during the last three months of the term the reletting of the Premises and the Lessee shall not remove or obscure such notices. The Lessee shall permit the Lessor and those authorised by it at all reasonable times during the continuance of this Lease to show the Premises to prospective purchasers and at all reasonable times during the continuance of this Lease to show the Premises to prospective purchasers and at all reasonable times during the last three months of the Term and at any stage during any holding over period to show the Premises to any prospective tenants.

12.4 Nothing in this Lease shall imply or warrant that the Premises are fit or entitled to be used for any particular purpose and the Lessee hereby acknowledges that in entering into this Lease he has not relied upon any representation made by the Lessor, its solicitors or agents as to the suitability of the premises for any particular purpose.

- 12.5 The Lessor will (at the cost of the Lessee) supply the Lessee (and such of its employees as the Lessee may specify to the Lessor) with keys enabling the Lessee to gain access to the Premises at all times during the Term. The Lessee shall immediately inform the Lessor in the event of any of the keys supplied being lost and if so required by the Lessor pay for the changing of any locks and the supply of new keys deemed necessary by the Lessor as a result of such loss. The Lessee shall return all keys supplied to the Lessor at the end of the Term.
- 12.6 The Lessee shall be responsible for protecting and keeping safe the Premises from theft and robbery and shall keep all windows and doors properly locked at all times that the Premises are unoccupied.
- 12.7 It is hereby acknowledged and agreed that the Lessee shall not be obliged by any thing expressed in or implied by this Lease to carry out any structural repairs or works to the Premises unless the same arise (whether directly or indirectly) as a result of any of the following:-
- 12.7.1 the neglect or default by any Lessee Party to observe or perform any of the terms covenants and conditions expressed in or implied by this Lease;
 - 12.7.2 the use or occupation of the Premises by the Lessee or any sub-lessee;
 - 12.7.3 the employment of any person in the Premises by the Lessee or any sub-lessee;
 - 12.7.4 the particular use of any fixtures plant machinery or goods in the Premises by the Lessee or any sub-lessee;
 - 12.7.5 the carrying out of any alterations or additions to the Premises by the Lessee or any sub-lessee or the reinstatement of the Premises following any alterations or additions thereto; and
 - 12.7.6 the bringing on to the Premises by the Lessee or any sub-lessee of any plant machinery or other items (whether consented to by the Lessor or not);

IN WHICH EVENT the Lessee shall at the option of the Lessor either at its own cost forthwith repair and reinstate the structure of the Building so requiring repair or carry out such structural works as may be necessary to comply with the requirements of any competent authority to the reasonable satisfaction of the Lessor and all relevant

authorities or if the Lessor has itself elected to carry out such repairs and reinstatement or works the Lessee shall forthwith upon demand by the Lessor pay to the Lessor all its costs and expenses (including all professional fees) incurred in connection therewith.

12.8 Notwithstanding anything to the contrary expressed in or implied by this Lease:

12.8.1 The Lessee hereby assures the Lessor that it will at all times strictly and substantially comply with each and every covenant condition restriction rule and agreement expressed in or implied by this Lease on the Lessee's part to be performed or observed and the Lessee acknowledges that the Lessor has entered into this Lease on the basis of such assurance.

12.8.2 The Lessor and the Lessee hereby expressly agree and acknowledge that the covenants conditions restrictions rules and agreements to be performed or observed by the Lessee expressed in or implied by:

Part 4: Rent and Outgoings
Part 6: Repair
Part 7: Use and Conduct on Premises
Part 8: Insurance and Indemnities
Part 9: Alienation

are fundamental and essential terms of this Lease provided that nothing in this Clause shall prevent any other covenants contained in this Lease from being construed as fundamental and essential.

12.8.3 The Lessor and the Lessee hereby expressly agree and acknowledge that if:

- (a) any Rent is in arrears or unpaid for fourteen (14) days after it has become due and payable (whether or not any formal demand has been made for payment);
- (b) the Lessee shall default in the due observance and performance of any other (than those relating to payment of Rent) covenant condition restriction agreement or regulation expressed in or implied by this Lease on the Lessee's part to be observed and performed provided that in so far as such default is reasonably capable of remedy the Lessor shall first give the Lessee not less than twenty eight (28) days notice requiring the default to be remedied;

- (c) the Lessee (being a natural person) commits any act of bankruptcy or has his estate sequestrated in bankruptcy or assigns his estate for the benefit of creditors or enters into a deed of arrangement with his creditors or enters into an arrangement for the liquidation of his debts by composition or otherwise; or
- (d) the Lessee (being a coporation) becomes subject to an order for its winding up or liquidation whether compulsory or voluntary or commits any act of bankruptcy or has a receiver appointed over the whole or part of its assets or undertaking;

THEN any such act matter or thing shall if the Lessor so elects (and the Lessor shall be deemed to have so elected if it exercises any right of re-entry pursuant to Clause 5.2) constitute and be deemed to be a repudiation by the Lessee of this Lease so that the Lessor shall without prejudice to any other rights it may have been entitled to recover damages from the Lessee for the full extent of its loss arising out of such repudiation.

- 12.9 Subject to the limitations and restrictions herein contained the Lessee its employers and agents shall be entitled (in common with other persons authorised by the Lessor) to use the Common Parts.

PART 13 - GUARANTEE:

Deleted

PART 14 - BANK GUARANTEE:

- 14.1 The Lessee shall deliver to the Lessor, on or before execution of this Lease, a Bank Guarantee for the amount specified in Item 18 to secure the Lessee's implied and express obligations under this Lease.
- 14.2 The Bank Guarantee shall be in a form acceptable to the Lessor which shall be deemed acceptable by acceptance of the Bank Guarantee by the Lessor.
- 14.3 In the event that the Lessee:
- 14.3.1 defaults in the payment of Rent or in the performance or compliance of any other obligation under this Lease; or

- 14.3.2 breaches any other obligation, term, condition or covenant express or implied under this Lease,

then the Lessor is hereby authorised to demand that the guaranteeing bank pay to the Lessor such amount that (in the opinion of the Lessor) may be due to the Lessor as a result of such default, breach or non-observance by the Lessee.

- 14.4 The Lessor shall be entitled to recover Rent and damages for breach of covenant without being limited to the amount secured under any such Bank Guarantee.
- 14.5 Any demand made shall not in any way be deemed to constitute a waiver by the Lessor of any default, breach or non-observance by the Lessee and shall not prejudice any other right of the Lessor arising from such default, breach or non-observance.
- 14.6 The Lessor shall return to the Lessee the Bank Guarantee on expiry or termination of this Lease subject to the Lessee vacating the Premises and otherwise complying with its obligations hereunder (unless the provisions of this clause 14.3 have come into operation).

THE REFERENCE SCHEDULE

ITEM 1: BUILDING

The whole of the Land comprised in Certificate of Title Folio Identifier 1/654047 together with the Building erected on the Land and known as 870 Pacific Highway, Gordon.

ITEM 2: GUARANTOR:

Not Applicable

ITEM 3: ANCILLARY RIGHTS:

3.1 The right to use the Common Parts insofar as it is necessary for the purposes of access to and egress from the Premises.

3.2 The right to park (at the entire risk of the Lessee) one (1) car in such of the car parking areas of the Building as the Lessor shall from time to time designate.

ITEM 4: LESSOR'S SERVICES:

4.1 The provision of air-conditioning heating and air ventilation to the Building during such times of the year as the Lessor may reasonably determine provided that if the necessary plant and equipment is not present and operational in the Building at the commencement of the Term the Lessor shall not be obliged to install such plant and equipment or provide air-conditioning heating and air ventilation (as the case may be).

4.2 The provision of such management caretaking cleaning and security services to the Building as the Lessor may from time to time reasonably deem necessary.

4.3 The operation and maintenance and repair of any lifts and elevators in the Building.

4.4 The repair and maintenance of the Lessor's fixtures in the Premises (including any air-conditioning heating and ventilation plant and equipment and lifts and elevators).

4.5 The maintenance of any landscaped areas of the Building including the cost of mowing irrigation and the replacement of plants and trees.

4.6 All other services from time to time and at any time provided by the Lessor for the more efficient running of the Building and the benefit of lessees of premises within the Building.

AND where the Lessor's Services include the maintenance of any item the Lessor shall be entitled to enter into maintenance contracts for the maintenance of such items and the cost to the Lessor of entering into such contracts shall be part of the cost of providing the Lessor's Services.

ITEM 5: INITIAL YEARLY AMOUNT:

Twenty four thousand five hundred and twenty-five dollars and twenty four cents (\$24,525.24).

ITEM 6: RENT COMMENCEMENT DATE:

1 March, 1998

ITEM 7: MANNER OF PAYMENT OF RENT:

By equal monthly instalments in advance on the first day of each month and where the Rent Commencement Date is not on the first of a month then such proportionate part to the commencement of the next following month so that rent shall be payable on the first of each month.

ITEM 8: REVIEW DATES:

<u>Date</u>	<u>Manner of Rent Review</u>
1 March 1999	Percentage Review Date and Market Review
1 March 2000	Percentage Review Date and Consumer Price Index Review.

ITEM 9: PERMITTED USE:

Commercial offices.

ITEM 10: ACCESS TIMES:

At all times subject to the Lessee complying with its obligations pursuant to this Lease.

ITEM 11: PUBLIC LIABILITY COVER:

Ten Million Dollars (\$10,000,000-00)

ITEM 12: HEAD LEASE:

Not Applicable.

ITEM 13: FURTHER TERM:

Three (3) years.

ITEM 14: PERCENTAGE RATE FOR INCREASE (S) :

Eight per cent (8%).

ITEM 15: DECORATION TIMES:

31 January 2001.

31 January 2004 (in any further term).

ITEM 16: REVIEW DATES FOR FURTHER TERM:

<u>Date</u>	<u>Manner of Rent Review</u>
1 March 2002	Market Review Date and Percentage Review Date.
1 March 2003	Consumer Price Index Review Date and Percentage Review Date.

ITEM 17: LESSEE'S PERCENTAGE:

Eight per cent (8%)

ITEM 18: BANK GUARANTEE:

Initially six thousand six hundred and twenty-five dollars (\$6,625.00) being the equivalent of three (3) months' Rent and Outgoings as determined from time to time in accordance with this Lease.

ITEM 19: INITIAL AMOUNT ATTRIBUTABLE TO CAR PARKING:

Not applicable.

THIS IS ANNEXURE 'B' TO DEED OF LEASE DATED THE ^{9th} DAY OF
....~~June~~... 1998 MADE BETWEEN GEORGIO ALTOMONTE HOLDINGS PTY
LIMITED (ACN 000 798 943) ("LESSOR") AND BARADOR PTY LIMITED
(A.C.N. 000 966 914) ("LESSEE").

EXECUTED AS A DEED

The Common Seal of)
GEORGIO ALTOMONTE HOLDINGS PTY)
LIMITED (ACN 000 798 943))
is affixed in accordance with)
its articles of association)
in the presence of:)



.....
Signature of authorised person

.....
Signature of authorised person

.....
Secretary.....
Office held

.....
Director.....
Office held

.....
JAMES HENRY STUBBS
Name of authorised person

.....
GEORGE ALTOMONTE
Name of authorised person

The Common Seal of)
BARADOR PTY LIMITED)
(ACN 000 966 914))
is affixed in accordance with)
its articles of association)
in the presence of:)



.....
Signature of authorised person

.....
Signature of authorised person

.....
SECRETARY.....
Office held

.....
DIRECTOR.....
Office held

.....
BARBARA D.A. BARTHOLOMEW
Name of authorised person

.....
IAN JAMES BARTHOLOMEW
Name of authorised person

CONSENT OF MORTGAGEE

FROM: EQUITY TRUSTEES LIMITED of 472 Bourke Street, Melbourne
Victoria 3000


TO: GEORGIO ALTOMONTE HOLDINGS PTY LIMITED
ACN 000 798 943

RE: LEASE TO BARADOR PTY LIMITED ACN 000 966 914
OF SUITE 2, FIRST FLOOR, 870 PACIFIC HIGHWAY,
GORDON, BEING PART CERTIFICATE OF TITLE FOLIO
IDENTIFIER 1/654047

EQUITY TRUSTEES LIMITED of 472 Bourke Street, Melbourne Victoria 3000, as Mortgagee under Mortgage No: I105222 HEREBY CONSENTS to the within Lease as from the registration thereof and not further or otherwise and subject to and without in any way limiting abridging affecting or prejudicing the rights powers and remedies of the Mortgagee under the said Mortgage (or any of them) which rights powers and remedies shall remain in full force and effect as if this consent had not been given save and except that as long as the covenants conditions and provisions of the within Lease are duly observed and performed the Mortgagee will in the event of the exercise of the power of sale or other power or remedy of the Mortgagee on default under the said Mortgage (or any of them) exercise the same subject to the then subsisting rights of the Lessee under the within Lease and this limited consent is also given on the express condition that the consent of the Mortgagee is procured in all cases where the consent of the Lessor is necessary under the within Lease and that all rights powers and remedies of the Lessor under the within Lease shall absolutely vest in and be exercisable and enforceable by the Mortgagee immediately upon the Mortgagee giving notice to the Lessee of demand to enter into receipt of the rents and profits of the leased premises.


DATED: 10 day of September 1998

THE COMMON SEAL of EQUITY)
TRUSTEES LIMITED ACN 004 031 298 was)
hereby affixed by authority of the Directors:)


Signature
TERENCE JOHN GLEN

Full Name (Print Please)

Chief Trust Officer


Signature

MILTON EDWARD JOHNSON
Full name (Print Please)

General Manager

Form: 97-07L
Licence: 026CN/0537/96

LEASE
New South Wales
Real Property Act 1900

6845738C



NEW SOUTH WALES GOVT

21-03-2000 0000261276-001

LEASE - GENERAL

DUTYABLE AMOUNT \$ *****227,024.00

DUTY \$ *****794.85

Instructions for filling out this form are available from the Land Titles Office

Office of State Revenue use only

(A) PROPERTY LEASED

Show no more than 20 titles.

If appropriate, specify the part or premises.



(B) LODGED BY

FOLIO IDENTIFIER 1/654047
PART, BEING SHOP 2, GROUND FLOOR, 870 PACIFIC HIGHWAY, GORDON 2072

LTO Box

1W

Name, Address or DX and Telephone

Ralph Fitzgerald, Solicitor
PO Box 426
Gordon NSW 2072
Tel: 9418 5511 Fax: 9418 1860

REFERENCE:

(C) LESSOR GEORGIO ALTOMONTE HOLDINGS PTY LIMITED ACN 000 798 943

(D) The lessor leases to the lessee the property described above.
Encumbrances (if applicable) 1. Mortgage #5524256 2. 3. 4.

(E) LESSEE

ALTERATIONS



SNAP FRANCHISING LIMITED ACN 009 016 013
of 105 HAY STREET, SUBIACO WA 6008

383 Scarborough Beach Road
TENANCY:

OSBORNE PARK W.A. 6017 R w

OFF L 2348829

(G) 1. TERM: FOUR (4) YEARS

2. **COMMENCING DATE:** 15/03/2000

3. **TERMINATING DATE:** 14/03/2004

4. With **NO** OPTION TO RENEW.

5. With **NO** OPTION TO PURCHASE.

6. Together with and reserving the **RIGHTS** set out in ANNEXURE "A".

7. Incorporates the provisions set out in ANNEXURE "A" hereto.

8. DELETED.

(H) DATE 14th March 2000

We certify this dealing correct for the purposes of the Real Property Act 1900.

THE COMMON SEAL of
GEORGIO ALTOMONTE HOLDINGS
PTY LIMITED was hereunto affixed
by authority of its Board
and in the presence of:



Director

Secretary

THE COMMON SEAL of
SNAP FRANCHISING LIMITED
was hereunto affixed
by authority of its Board
and in the presence of:



Director

Secretary

(I) STATUTORY DECLARATION

I solemnly and sincerely declare that the time for the exercise of the Option to */21a// Renew */21b// Purchase* in expired lease No. //22// has ended and the lessee under that lease has not exercised the option.

I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths Act 1900.

Made and subscribed at in the State of New South Wales on

1997 in the presence of

Signature of Witness

Name of Witness (BLOCK LETTERS)

Address and Qualification of Witness

Signature of Lessor

THIS AND THE FOLLOWING 24 PAGES IS ANNEXURE "A" TO DEED OF LEASE DATED
THE DAY OF 2000.
BETWEEN GEORGIO ALTOMONTE HOLDINGS PTY LTD ("LESSOR")
AND SNAP FRANCHISING LIMITED ("LESSEE")
AND TIMOTHY ROBERT HOSKINS and
VICTORIA MARGARET HOSKINS ("GUARANTORS")

THE REFERENCE SCHEDULE

ITEM 1: BUILDING

Folio Identifier 1/654047 together with the improvements erected on the land known as 870 Pacific Highway, Gordon.

ITEM 2: RENT:

Forty eight thousand three hundred and twenty nine dollars and ninety five cents (\$48,329.95) per annum.

ITEM 3: INSTALMENTS OF RENT:

Four thousand and twenty seven dollars and fifty cents (\$4,027.50) per calendar month.

ITEM 4: RENT COMMENCEMENT DATE:

15 March 2000.

ITEM 5: REVIEW DATES:

Date
15 March 2001
15 March 2002
15 March 2003

Manner of Rent Review
Market Review Date and Percentage Review Date
CPI Review Date and Percentage Review Date
Market Review Date and Percentage Review Date

ITEM 6: PERCENTAGE RATE FOR INCREASE(S):

Four (4%) per centum.

ITEM 7: INITIAL AMOUNT ATTRIBUTABLE TO CAR PARKING:

Not applicable.

ITEM 8: LESSEE'S PERCENTAGE OF OUTGOINGS:

20.4%

ITEM 9: FURTHER TERM:

Not applicable.

ITEM 10: REVIEW DATES FOR FURTHER TERM:

Not applicable.

ITEM 11: PERMITTED USE:

Retail printing shop and associated sales and market activities.

ITEM 12: ACCESS TIMES:

At all times subject to the Lessee complying with the Obligations.

ITEM 13: DECORATION TIMES:

14 March 2004

ITEM 14: PUBLIC LIABILITY COVER:

Ten Million Dollars (\$10,000,000-00)

ITEM 15: GUARANTOR:

1. Timothy Robert Hoskins, 8 Duntroon Avenue, Roseville, NSW, 2069
2. Victoria Margaret Hoskins, 8 Duntroon Avenue, Roseville, NSW, 2069

ITEM 16: AMOUNT OF BANK GUARANTEE:

An amount equal to three months rent and outgoings from time to time, initially being an amount of \$12,000.00.

ITEM 17: ANCILLARY RIGHTS:

The right to park (at the entire risk of the Lessee) in two car parking spaces in the car parking areas of the Premises as the Lessor shall from time to time designate.



PART 1 - RENT AND OUTGOINGS:

1.1 The Lessee shall:

- 1.1.1 pay the Rent to the Lessor during the Term without deduction or demand by equal calendar monthly instalments as specified in Item 3 (or as reviewed pursuant to this Lease) in advance on the first day of each month during the Term. When the commencement date of the Term is not the first day of the month, then the first instalment is to be paid on the commencement date of the Term by an instalment being the sum of the proportionate part of the monthly instalment until the commencement date of the next calendar month plus the monthly instalment in respect of that next calendar month. Subsequent calendar monthly instalments shall be payable on the first day of each month. When the commencement day of the Term is not the first day of the month then the last instalment shall be the proportionate part of the monthly instalment until the last day of the Term.
- 1.1.2 if the Lessor requires pay the Rent by bank authority to an account nominated from time to time by the Lessor.
- 1.1.3 if any Rent or other moneys whether or not in the nature of rent payable by the Lessee to the Lessor pursuant to this Lease remain unpaid for seven (7) days after they have become due (whether demanded or not) pay to the Lessor interest calculated daily on any amounts remaining unpaid at the Specified Rate from the earlier of the date those moneys first became due by the Lessee or are outlaid or incurred by the Lessor (as the case may be) to the date upon which those moneys are paid or reimbursed to or recovered by the Lessor (both days inclusive). The Lessor shall be entitled to recover any such interest as rent in arrears. The Lessee acknowledges that the payment to or the demand receipt or recovery by the Lessor of that interest shall not prejudice or otherwise affect the Lessor's other rights upon the default by the Lessee in paying the Rent or any other moneys.

1.2 The Rent shall be reviewed on each of the Review Dates in the following manner:

- 1.2.1 On each Review Date specified in Item 5 as a Market Review Date the Rent shall increase to the amount agreed by the Lessor and the Lessee as the current market rent of the Premises at the relevant Review Date for the year commencing on that date as between a willing Lessor and a willing Lessee with vacant possession for a term equal to the sum of the Term and the Further Term and upon the terms and conditions of this Lease PROVIDED THAT if the current market rent of the Premises is less than the Rent, then the Rent shall not be reduced. If no agreement is reached prior to the Review Date the current market rent shall be determined by a Valuer who shall:
 - (a) take no account of the value of any goodwill attributable to the Lessee's business and the value of the Lessee's fixtures and fittings in the Premises;
 - (b) take no account of any deleterious condition of the Premises if such condition results from any breach of any Obligation;
 - (c) take account of the provisions of this Lease;

- (d) take account of the current market rent of comparable premises in the Building, comparable premises in the vicinity of the Building, and other premises of a quality size and location similar to the Premises;
- (e) assume that the Premises are fit for immediate occupation and use even if work has been carried out by the Lessee or subtenant which has diminished the current market rent of the Premises and if the Premises are destroyed or damaged as if they had been fully restored and were in tenantable repair;
- (f) assume that the Premises are available to be let by a willing landlord to a willing tenant as a whole without premium but with vacant possession and subject to the provisions of this Lease for a term equal to the Term and Further Term of this Lease;
- (g) assume that all Obligations have been fully performed;
- (h) where the Premises are more than one floor take account of the Premises on a floor-by-floor basis;
- (i) take no account of any difference in the annual open market rental that is accountable to fluctuations caused by any subleasing of the Premises;

1.2.2 On each Review Date specified in Item 5 as a Percentage Review Date the Rent shall increase by the relevant percentage specified in Item 6.

1.2.3 On each Review Date specified in Item 5 as a Consumer Price Index Review Date the Rent shall increase by the percentage that the Index Number has increased since the last Review Date (or in the case of the first Review Date since the commencement date of the Term). For the purposes of ascertaining the increase the relevant Index Number shall be in the case of the first Review Date, the Index Number for the quarter immediately prior to the commencement date of the Term and in the case of each subsequent Review Date the Index Number for the quarter immediately prior to the last Review Date. An Index Number will be the relevant number notwithstanding that its date of publication may be after the relevant Review Date.

1.2.4 Where more than one method of review is specified for any Review Date in Item 5 then the Rent shall increase by the amount calculated by using the method of review which gives the greatest increase in Rent from the methods specified.

1.3 Any delay in agreeing or determining Rent shall not prejudice the Lessor's right subsequently to require the Rent to be reviewed in accordance with this Lease. Where there is a delay in agreeing or determining Rent the Lessee shall:

- (a) continue to pay Rent at the rate payable immediately prior to the relevant Review Date up to the date of agreement or determination;
- (b) within seven (7) days after the Rent is agreed or determined pay an amount equal to any increase for the period from the relevant Review Date to the date of agreement or determination;

- (c) pay interest on and at the same time as the amount payable pursuant to Clause 1.3(b) calculated at the Specified Rate from the date of agreement or determination to the date of its payment; and
- (d) pay the Rent as increased or the new rent (as the case may be) from the date any such increase is agreed or determined.
- (e) For the purpose of Clause 1.2 the part of the Rent at the commencement of the Term which is attributable to the right to park cars in the Building (pursuant to Clause 14.1) is specified in Item 7.

1.4 The Lessee covenants with the Lessor to pay the Lessee's Percentage of Outgoings to the Lessor as follows:

- 1.4.1 For the purposes of this Clause a reference to a year shall mean a period of twelve (12) months commencing on the same day as the Term or such other date as the Lessor may at any time elect.
- 1.4.2 At least one month before the beginning of each year which is wholly or partly within the Term the Lessor shall give to the Lessee the Estimate in respect of that year.
- 1.4.3 For each year (or part of a year) during the Term the Lessee shall pay to the Lessor on account of the Lessee's Percentage of Outgoings for that year the Lessee's Percentage of the Estimate (or if the year to which the Estimate relates is partly outside the Term that part of the Estimate as is attributable to that part of the year within the Term) by equal monthly instalments in advance throughout the year to which the Estimate relates or that part of that year which is within the Term (as the case may be). Instalments shall be paid on the same day of the month that the instalments of Rent are payable pursuant to this Lease or such other day as the Lessor may from time to time specify to the Lessee.
- 1.4.4 Within three months after the end of each year during the Term and if Term expires or is determined during a year immediately after the end of that year (or as soon as is practicable) the Lessor shall give the Lessee a report showing the total of the actual Outgoings for that year (or if the year to which the statement relates is partly outside the Term such amount of the actual Outgoings as is attributable to that part of the year within the Term) and also showing the amount due to the Lessor or the Lessee (as the case may require after taking account of any payments by the Lessee pursuant to an Estimate) which amount shall be paid within one month after the end of each year.
- 1.4.5 If any amount is due to the Lessee pursuant to Clause 1.4.5 and if the Lessee owes the Lessor any arrears or other money pursuant to the Lease, then the Lessor may apply any moneys payable to the Lessee pursuant to Clause 1.4.5 towards those arrears or other moneys owing, and if the Lessor does this he shall account to the Lessee for the amount appropriated.

1.5 Clause 1.4 shall survive the expiry or termination of this Lease for the purpose of making any balancing adjustment to Clause 1.4.4.

- 1.6 The Lessee shall pay for all services supplied or provided to the Premises (including gas, electricity water telephones and telex) provided that if the Premises are not separately metered or charged in respect of that service (and the cost of such service is not included in the Outgoings) the Lessor may pay for the provision of that service and if so the Lessee shall forthwith pay to the Lessor the Lessor's estimate (which shall be final and binding on the Lessee except in the case of manifest error) of the cost of the provision of that service attributable to the Premises.
- 1.7 If the Premises become subject to the Strata Titles Act, 1973 Item 8 is amended by deleting the specified percentage and by inserting "100%".

PART 2 - HOLDING OVER AND OPTION FOR FURTHER TERM:

- 2.1 If the Lessee continues to occupy the Premises after the expiration of the Term, with the consent of the Lessor, otherwise than pursuant to a further lease expressly granted by the Lessor to the Lessee, it shall do so as a monthly tenant only, at a rent payable monthly in advance equal to one-twelfth of the Rent last payable during the Term reviewed to the amounts determined in accordance with clause 1.2.3 as if the expiry of the Term was a Review Date and thereafter on each anniversary of the expiry of the Term in the same manner. The tenancy shall be terminable at any time by either party giving to the other one (1) month's written notice but otherwise shall be subject to the provisions of this Lease as are consistent with a monthly tenancy.
- 2.2 DELETED.

PART 3 - USE OF AND CONDUCT ON PREMISES:

3. The Lessee shall:

- 3.1 Not use the Premises:

- 3.1.1 for any purpose other than as specified in Item 11 or such other purpose as the Lessor may consent to, but the Lessor's consent shall not be unreasonably withheld in respect of any other retail or sales or marketing activity which is approved by the Kuringai Municipal Council and which does not conflict with the use of any other part of the building;
- 3.1.2 for any illegal purpose or for any purpose in contravention of any approval consent or zoning by any competent authority;
- 3.1.3 as a dwelling or sleeping place or keep any animals birds or other livestock thereon;
- 3.1.4 for an auction sale;
- 3.1.5 except during the times specified in Item 12.

- 3.2 Not without the prior written consent of the Lessor (who may require plans and details as it considers necessary to be submitted to it by the Lessee) make or permit or suffer any alteration or addition whatsoever to the Premises (including the erection, demolition,

installation, or alteration of any partitioning within the Premises) or mark drill cut maim injure or deface or in any way damage the Premises, and at the end of the Term or any further Term if the Lessor so requires remove those alterations and additions and restore the Premises to their condition prior to the making of those alterations and additions to the satisfaction of the Lessor and at the cost of the Lessee.

3.3 Comply with:

3.3.1 the regulations relating to fire and fire prevention of the Fire Brigade and any competent authority; and

3.3.2 any statute regulation ordinance and by-law and the requirements of every government or other competent authority.

3.4 Not cause any damage to or obstruction of the Building the Common Parts or any road serving the Building and not place or store any goods outside the Premises.

3.5 Not erect or display any sign or advertisement on the Building or the outside of the Premises or within the Premises so that the sign or advertisement can be seen from outside the Premises without the prior written consent of the Lessor (consent not to be unreasonably withheld) and the consents of all competent authorities and upon the termination of this Lease to remove all signs and advertisements.

3.6 Not use the lavatories conveniences and water apparatus in the Premises for any purpose other than those for which they were constructed and on demand pay to the Lessor an amount sufficient to compensate the Lessor for damage resulting from misuse by the Lessee.

3.7 Not without the written consent of the Lessor bring into install use place or permit or suffer to be brought into the Premises plant machinery or other articles which may cause undue noise or vibrations or which are of a weight or size which may cause damage directly or indirectly to the Premises.

3.8 Not bring on to the Premises any dangerous inflammable explosive noxious or offensive substance except in accordance with the purpose specified in Item 11 and provided that the Lessee ensures that all proper and prudent measures are taken in the storage and use of the substance and that the Lessor is previously notified of the nature and extent of the substance brought on to the Premises.

3.9 Not do any act or thing which in the reasonable opinion of the Lessor may be offensive or cause a nuisance damage or annoyance or inconvenience to the Lessor or to the owners lessees or occupiers of any adjoining or neighbouring premises or land.

3.10 Not overload the electric wires and cables serving the Premises.

3.11 Give to the Lessor full particulars of any licence consent permission notice order requirement recommendation or proposal given or issued in respect of or in connection with the Premises by any competent authority within seven (7) days of its receipt by the Lessee.

- 3.12 Comply with any reasonable regulations the Lessor may make for the more efficient management of the Building (including its security and that of its lessees and occupants).
- 3.13 Observe and perform any restrictions stipulations and covenants referred to in the Certificate of Title for the Building.
- 3.14 Not obstruct any of the windows or ventilators belonging to the Premises nor to permit any new window or ventilator or other encroachment or easement of which the Lessee is aware to be made against or over the Premises.
- 3.15 In carrying out any construction fitting out reinstatement or removal works or alterations to the Premises:
- 3.15.1 ensure that the works and alterations are carried out in a good and workmanlike manner by licensed and reputable tradepersons; and
- 3.15.2 immediately repair and reinstate any damage caused in carrying out the works or alterations to the satisfaction of the Lessor.
- 3.16 Observe the covenants on the part of the Lessee contained in any head lease (except those relating to the payment of rent or insurances and those which are inconsistent with the Obligations).
- 3.17 Keep the premises free and clear of pests and vermin and if requested by the Lessor have the Premises treated regularly for the eradication of pests and vermin.
- 3.18 Obtain maintain and renew from time to time all licences permits consents and registrations required to lawfully use the Premises for the purpose specified in Item 11.
- 3.19 The Lessee shall not permit or suffer any Pollutant to escape or be released into or from the Premises or Building or any part thereof and shall comply with all Environmental Protection Laws to which it is subject pursuant to its occupation of the Premises.
- 3.20 The Lessee shall give the Lessor notice in writing of all notices or restraining orders issued in respect of the Building or Premises pursuant to any Environmental Protection Law.
- 3.21 The Lessee shall permit the Lessor at any time to enter the Premises and affix upon any external parts of the Premises noticeboards or other signs advertising any proposed sale and during the last six months of the Term the reletting of the Premises, and the Lessee shall not remove or obscure those notices. The Lessee shall permit the Lessor and those authorised by it at all reasonable times to show the Premises to prospective purchasers and at all reasonable times during the last three months during the Term and at any stage during any holding over period to show the Premises to prospective tenants.
- 3.22 The Lessor makes no warranty that the Premises are suitable to be used for any particular purpose, and the Lessee acknowledges that in entering into this Lease it has not relied upon any representation made by or on behalf of the Lessor as to the suitability of the Premises for any particular purpose.
- 3.23 The Lessor makes no warranty that the Premises can be lawfully used for the purpose specified in Item 11.

- 3.24 The Lessor will (at the cost of the Lessee) supply the Lessee with keys enabling the Lessee to gain access to the Premises. The Lessee shall immediately inform the Lessor if any of the keys supplied is lost and if so required by the Lessor pay for the changing of any locks. The Lessee shall return all keys supplied by the Lessor at the end of the Term.
- 3.25. The Lessee shall be responsible for protecting and keeping safe the Premises from theft and robbery and shall keep all windows and doors properly locked at all times that the Premises are unoccupied.

PART 4 - REPAIR & MAINTENANCE:

The Lessee shall:

- 4.1 Repair, maintain and keep the Premises in good and substantial repair and condition having regard to their state of repair and condition at the commencement date of the Term (reasonable wear and tear and damage by any of the Insured Risks excepted provided that no policy of insurance effected by the Lessor has been rendered void or voidable by virtue of any act matter or thing done by the Lessee or a Lessee Party). It is hereby acknowledged and agreed that the Lessee shall not be obliged by anything expressed in or implied by this Lease to carry out any structural repairs or works to the Premises unless the same arise (whether directly or indirectly) as a result of any of the following:
- 4.1.1 The neglect or default by any Lessee party to observe or perform any of the Obligations;
- 4.1.2 The use or occupation of the Premises by the Lessee or any sublessee;
- 4.1.3 The employment of any person in the premises by the Lessee or any sublessee;
- 4.1.4 The use of any fixtures fittings plant machinery or goods in the Premises by the Lessee or any sublessee;
- 4.1.5 The carrying out of any alterations or additions to the Premises by the Lessee or any sublessee or the reinstatement of the Premises following any alterations or additions thereto;
- 4.1.6 The bringing onto the Premises by the Lessee or any sublessee of any plant machinery or other items (whether consented to by the Lessor or not),

In which event the Lessee shall at the option of the Lessor either at its own cost forthwith repair and reinstate the structure of the Building so requiring repair, or carry out such structural works as may be necessary to comply with the requirements of any competent authority to the reasonable satisfaction of the Lessor and all relevant authorities or if the Lessor has itself elected to carry out such repairs and reinstatement or works, the Lessee shall forthwith upon demand by the Lessor pay to the Lessor all its costs and expenses (including all professional fees) incurred in connection therewith.

- 4.2 Decorate the Premises at or not more than sixty (60) days prior to the dates specified in Item 13.

- 4.3 If required by the Lessor enter into and maintain fully comprehensive maintenance contracts for the maintenance of any lighting power heating ventilation fire prevention air conditioning and other equipment or plant which exclusively serve the Premises with reputable maintenance contractors first approved by the Lessor (approval not to be unreasonably withheld) and produce to the Lessor at any time upon demand such contracts and evidence that any sums due thereunder have been fully paid.
- 4.4 Replace broken glass in the Premises with glass of the same or similar quality and all broken or damaged plumbing, lighting, heating and electrical equipment appliances and other fixtures and fittings of the Lessor in the Premises.
- 4.5 At the expiration or sooner determination of the Term yield up to the Lessor the Premises (but excluding any fittings and fixtures which are tenants' trade fixtures or fittings or which are otherwise required to be removed pursuant to this Lease) duly repaired and maintained in accordance with the Obligations.
- 4.6 Permit the Lessor its servants agents and workmen to enter upon the Premises upon giving not less than two days notice to the Lessee except in the case of emergency when no notice shall be required:
- 4.6.1 to take a plan of or to examine the state of repair and condition of the Premises and to take inventories; and
 - 4.6.2 to execute repairs alterations or other work to the Premises or any adjoining or neighbouring premises or land and for the purpose of building upon any adjoining or neighbouring land provided that the person or persons exercising this right shall make good in a reasonable manner all consequential damage to the Premises and cause as little inconvenience to the Lessee as is practical.
- 4.7 Keep the Premises including external surfaces of windows and doors clean and tidy and not place leave or permit to be placed or left any debris or rubbish in any part of the Premises.
- 4.8 Keep waste, trash and garbage in proper receptacles.
- 4.9 Keep the fire extinguishers hoses and other fire fighting or prevention equipment serving the Premises in good working order and condition and ensure that it is inspected at least once in every year of the Term by the competent authority.
- 4.10 If the Lessor does not as part of the Lessor's Services arrange for the cleaning of the Premises the Lessee shall enter into and maintain a comprehensive cleaning contract for the daily cleaning of the Premises with a reputable commercial cleaning contractor first approved by the Lessor (approval not to be unreasonably withheld) and produce to the Lessor at any time upon demand a copy of that contract.

R a



PART 5 - DESTRUCTION:

- 5.1 If the Premises are destroyed or damaged so as to render the Premises or any substantial part substantially unfit for the use of or occupation by the Lessee or so as to deprive the Lessee of substantial use of or access to the Premises:
- 5.1.1 This Lease may be terminated without compensation by either the Lessor or the Lessee by written notice to the other provided that the Lessee shall not be entitled to terminate this Lease unless the Premises have not been rendered fit for the use and occupation of the Lessee or the use of and access to the Premises have not been substantially restored within a reasonable time after the destruction or damage.
- 5.1.2 Termination shall be without prejudice to the rights of either party in respect of any antecedent breach or matter.
- 5.1.3 On the happening of the damage or destruction (provided that any insurance moneys that would have been payable to the Lessor are not wholly or partially irrecoverable by reason of any act or default of a Lessee Party) the Rent and the Lessee's Proportion of Outgoings or a proportionate part thereof (according to the nature and extent of the damage) shall abate and all or any remedies for the recovery of abated Rent and the Lessee's Proportion of Outgoings are suspended until the Premises are rebuilt or reinstated or made fit for the occupation and use of the Lessee or until access is provided or until the Lease is terminated pursuant to Clause 5.1.1 as the case may be. Any dispute arising out of this clause shall be determined by a Valuer whose fees shall be paid by the Lessor and Lessee in equal shares unless otherwise awarded.
- 5.2 Nothing imposes any obligation upon the Lessor to rebuild or reinstate or make fit for occupation the Premises following damage or destruction.

PART 6 - INSURANCES AND INDEMNITIES:

6. The Lessee shall:
- 6.1 At its own cost effect and keep current a policy of public risk insurance with a reputable and solvent insurer with respect to the Premises and the business carried on in the Premises in which limits of public risk shall not be less than the amount specified in Item 14 (or such other amount as the Lessor may from time to time reasonably require) as the amount payable in respect of liability arising out of any one single accident or event and shall deliver to the Lessor on demand a copy of the policy and a current certificate of insurance;
- 6.2 At its own cost effect and keep current plate glass insurance (for the full replacement value) in respect of all plate glass attached to or forming part of the Premises and shall deliver to the Lessor on demand a copy of the policy and a current certificate of insurance;
- 6.3 Include as the insured parties in respect of each of the policies effected pursuant to Clause 6.1 and 6.2 the Lessor, any superior Lessor, and any person or persons nominated by the Lessor as being mortgagees of the Premises.

6.4 Indemnify and keep indemnified the Lessor from and against all actions claims demands losses damages costs and expenses which the Lessor may sustain or incur or for which the Lessor may become liable in respect of or arising from:

6.4.1 The neglect or default of any Lessee Party to observe or perform any of the Obligations;

6.4.2 The negligent use or misuse waste or abuse by any Lessee Party of any water gas electricity or other services to the Premises;

6.4.3 The overflow, leakage or escape of water fire gas electricity or any other harmful agent whatsoever in or from the Premises;

6.4.4 The failure of the Lessee upon becoming aware of any defect in the Lessor's Services to notify the Lessor of that defect;

6.4.5 The use of the Premises and the Common Parts by any Lessee Party;

6.4.6 The carrying out of any additions or alterations or other works to the Premises by any Lessee Party;

6.4.7 The use by any Lessee Party of any car parking facilities permitted by this Lease;

6.4.8 The happening of any accident or event in or about the Premises,

and the Lessor shall not be liable to the Lessee for any injury loss or damage which may be suffered or sustained to any property or by a Lessee Party on the Premises unless caused by the wilful act or omission of the Lessor its servants or agents.

6.5 Comply with all requirements and recommendations of the Lessor's insurer and not do or omit to do anything on or about the Premises which may increase the premium above the ordinary rate or render any additional premium payable for the Lessor's insurance or which may make void or voidable that policy and reimburse the Lessor forthwith on demand any additional premium which may have been paid or become payable by reason of that act or omission together with all expenses incurred by the Lessor in relation to the renewal of any policy of insurance (which shall not form part of the Insurance Cost).

6.6 Inform the Lessor of any thing arising from the Lessee's use of the Premises affecting the Lessor's insurances.

6.7 If the Building is damaged or destroyed by any of the Insured Risks and the insurance money under the insurance policy is wholly or partially irrecoverable by reason (solely or in part) of any act or default of a Lessee Party the Lessee shall forthwith pay to the Lessor the whole or as the case may require a fair proportion of the cost of rebuilding and reinstating the Building.



PART 7 - ALIENATION:

7.1 The Lessee shall not assign, transfer, sublet, part with or share possession of the Premises or its interest in the Premises provided that the Lessee may assign this Lease or sub-let with the prior consent of the Lessor (consent not to be unreasonably withheld in the case of a respectable and responsible assignee or sub lessee). A change in effective management or

control of the Lessee (if not a listed public company) constitutes an assignment of this Lease.

- 7.2 If the assignee or sub lessee is not a listed public company then the directors and principal shareholders shall if required by the Lessor jointly and severally covenant with the Lessor in the manner set out in Part 12.
- 7.3 Upon any assignment of this Lease the assignee shall if required by the Lessor covenant with the Lessor to observe and perform the Obligations.
- 7.4 Any subletting shall be upon the same terms as this Lease and at a rent which is no less than the Rent and shall be capable of being determined by the Lessor upon determination of this Lease.
- 7.5 Upon any assignment of this Lease the Lessor shall not be obliged to release the Lessee from the Obligations or the Guarantor from Part 12.

PART 8 - DEFAULT AND DETERMINATION:

8.1 The Lessor shall be entitled to exercise any of the rights specified in Clause 8.2 if:

8.1.1 the Lessee repudiates this Lease:

8.1.2 there is a breach of an essential provision;

8.1.3 the Rent or any other moneys payable by the Lessee to the Lessor pursuant to this Lease are in arrears or unpaid for a period of fourteen (14) days (whether or not demanded);

8.1.4 the Lessee defaults in the performance of an Obligation (not relating to the payment of Rent or other moneys) which is not an essential provision and that default is reasonably capable of remedy and the Lessee fails to comply with a notice giving a period of not less than twenty eight days within which the default must be remedied;

8.1.5 the Lessee is a corporation:

- (a) an order is made or a resolution is passed for its winding up or proceedings are initiated or a meeting called to obtain any such order or to pass such resolution;
- (b) a receiver manager or receiver and manager of its undertaking or any part is appointed or an official manager or provisional liquidator is appointed;
- (c) if the Lessee is not a public listed company and without the prior written consent of the Lessor any sale transfer or other disposition of the shares in its issued capital or any issue or allotment of any new shares in its capital or any other act matter or thing occurs is done or performed the effect of which is to transfer directly or indirectly the effective management and control of the Lessee.

8.1.6 the Lessee is an individual and:

- (a) dies or becomes incapable of managing his own affairs;
- (b) is declared bankrupt or makes any arrangement with his creditors; or
- (c) any execution or other process of any Court or other authority issues out against or is levied upon any of the property of the Lessee;

8.1.7 the Lessee stops or threatens to stop payment of its debts or without the prior written consent of the Lessor ceases or threatens to cease to carry on its business;

8.1.8 any warranty or representation expressed in or implied by this Lease or otherwise made by or on behalf of the Lessee to the Lessor prior to entering into this Lease is found to be materially incorrect;

8.1.9 a final judgement is entered in any Court against the Lessee and is not satisfied within twenty eight (28) days;

8.1.10 the Lessee without the prior written consent of the Lessor creates or purports to create any charge or mortgage over its interest in this Lease.

8.2 Upon the happening of any of the events specified in Clause 8.1 the Lessor may exercise any of the following rights:

8.2.1 to re-enter (forcibly if necessary) the Premises or any part of the Premises in the name of the whole and repossess the Premises as of its former estate and expel and remove the Lessee and all other occupiers without liability for the tort of trespass or to the Lessee for any liability it may incur and without prejudice to any remedies which might otherwise be available to the Lessor to recover arrears of Rent or in respect to any antecedent breach of the Obligations and re-entry shall (unless the Lessor otherwise expressly elects) immediately cause this Lease to determine as if it had expired by effluxion of time but the Lessee shall remain liable for all Rent due to the date of re-entry and for all other moneys due pursuant to this Lease; or

8.2.2 to reduce the Term by giving the Lessee written notice expiring on a date being no earlier than twenty eight days after the date of service of the notice.

8.3 Upon re-entry pursuant to Clause 8.2.1 the Lessor may retain any furniture fittings fixtures or other items belonging to the Lessee in the Premises and the Lessor shall have the right to sell those items by public auction and apply the proceeds of sale towards the payment of any moneys payable to the Lessor pursuant to this Lease and for the purpose of any sale pursuant to the Clause, the Lessee irrevocably appoints the Lessor Attorney of the Lessee and authorises the Lessor to do all things necessary to effect any sale and to retain from the proceeds of any sale any amount received until the Lessor has been paid 100 cents in the dollar in respect of the indebtedness of the Lessee to the Lessor.

8.4 If any of the events specified in Clause 8.1.5 occurs to any Guarantor being a corporation or if any of the events specified in Clause 8.1.6 occurs to any Guarantor being an individual then the Lessee shall within fourteen (14) days of that event procure an additional

guarantee and indemnity of the Obligations (in the form contained in Part 12) by a respectable responsible and solvent person acceptable to the Lessor.

PART 9 - ESSENTIAL PROVISIONS:

9.1 The Lessee represents that it will at all times comply with the Obligations and the Lessee acknowledges that the Lessor has entered into this Lease on the basis of that representation.

9.2 The following Obligations:

- Part 1: Rent and Outgoings: Clauses 1.1. and 1.4
- Part 3: Permitted Use and Conduct: Clause 3.1
- Part 4: Repair and Maintenance: Clause 4.1
- Part 6: Insurance and Indemnities: Clauses 6.1 and 6.4
- Part 7: Alienation: Clause 7.1

are essential provisions provided that nothing shall prevent any other Obligations from being construed as essential.

9.3 The acceptance by the Lessor of arrears of rent or outgoings does not constitute a waiver of the essential nature of Clauses 1.1 and 1.4.

9.4 If there is a breach of an essential provision the Lessor is entitled to recover damages from the Lessee for that breach in addition to any other right to which the Lessor is entitled.

9.5 If the Lessee repudiates this Lease or defaults in the performance of an Obligation the Lessee covenants to compensate the Lessor for the loss of or damage suffered by reason of the repudiation or default.

9.6 The Lessee indemnifies the Lessor against any liability or loss arising from the Lessee repudiating this Lease or defaulting in the performance of an Obligation.

9.7 The Lessor is entitled to recover damages against the Lessee in respect of repudiation of this Lease or default in the performance of an Obligation for damage suffered by the Lessor over the entire period of this Lease.

9.8 The Lessee indemnifies the Lessor in respect of repudiation of this Lease or default in the performance of an Obligation against any liability or loss arising from re-entry of the Premises by the Lessor or arising from any difference between the Rent and other moneys which would have been payable by the Lessee to the Lessor pursuant to this Lease for the unexpired period of the Term and the amount which the Lessor using reasonable endeavours has actually received as rent as at the date of the Lessor's demand from any subsequent occupier of the Premises in respect of the unexpired period of the Term.

9.9 The Lessor's entitlement to recover damages or to receive the benefit of an indemnity under this Part is not affected by the Lessee abandoning the Premises, by the Lessor re-entering the Premises or terminating this Lease or converting this Lease to a periodic tenancy, by the Lessor accepting the Lessee's repudiation or by the parties' conduct constituting a surrender by operation of law.

PART 10 - COSTS AND NOTICES:

10.1 The Lessee will pay to the Lessor:

10.1.1 on demand, all legal and other costs and disbursements (including stamp duty) incurred by the Lessor in relation to any application by the Lessee for consent to an assignment of this Lease or the granting of a sub-lease or any other dealing with the Lessee's interest herein or any other matter requiring the consent of the Lessor pursuant to an Obligation or in connection with any breach or threatened breach of any Obligation or with any proceeding for enforcement of payment of Rent or any other Obligation.

10.1.2 upon the signing of this Lease the Lessor's legal and other costs and disbursements in connection with the preparation of this Lease and the stamping and registration of it;

10.1.3 all Financial Institutions or similar duty incurred by the Lessor in relation to the payment of the Rent and any other moneys payable pursuant to this Lease.

10.2 Service of any notice required or authorised by this Lease may be effected in the manner permitted by Section 170 of the Conveyancing Act, 1919.

PART 11 - LESSOR'S COVENANTS:

11.1 The Lessee upon paying the Rent and performing the Obligations shall peaceably hold and enjoy the Premises during the Term without any interference from the Lessor or any person rightfully claiming under or in trust for the Lessor.

11.2 The Lessor will use its best endeavours to provide the Lessor's Services on normal working days (excluding public holidays) during normal business hours provided that the Lessor shall not be liable for any failure at any time to provide any of the Lessor's Services.

11.3 The Lessor shall endeavour to obtain the consent of any mortgagee having an interest in the premises and shall execute this Lease, and shall use its best endeavours to arrange for its stamping and registration within ninety days after the date on which the Lessee delivers to the Lessor, or to its solicitors, this Lease (in duplicate) duly executed by the Lessee, by the Guarantors, together with a bank cheque in payment of stamp duty, the bank guarantee required by Clause 13 of this Lease, and all of the Lessor's requirements pursuant to the Lease provided that if the Mortgagee's consent has not been obtained and the Lease finally registered within one hundred and eighty (180) days from the date of first execution by the Lessee and the payment of stamp duty and the provision of the bank guarantee, then the Lessee shall have the right by notice in writing to the Lessor to terminate this Lease without prejudice to the Lessee's other rights.

PART 12 - GUARANTEE AND INDEMNITY:

12.1 The Guarantor and the Lessee acknowledge that this Lease has been granted by the Lessor at the request of the Guarantor upon condition that the Guarantor guarantees to the Lessor

the Obligations. In this Part the Obligations shall also include the payment to the Lessor by the Lessee of mesne profits.

- 12.2 The Guarantor guarantees to the Lessor that the Lessee will perform all the Obligations and in default of performance by the Lessee of any of the Obligations the Guarantor covenants with the Lessor to perform the Obligations or cause them to be performed as if the Obligations were primarily the responsibility of the Guarantor.
- 12.3 The Guarantor indemnifies and keeps indemnified the Lessor from and against all losses damages costs charges liabilities and expenses of whatsoever kind which may at any time be suffered or incurred by the Lessor by reason or in consequence of default by the Lessee in the performance of the Obligations or in consequence of the Lessor attempting to enforce performance of the Obligations.
- 12.4 The Guarantor acknowledges to and agrees with the Lessor that:-
- 12.4.1 This guarantee and indemnity is a continuing guarantee and indemnity and principal obligation between the Guarantor and the Lessor and shall not be affected by any claim or right which the Lessee or the Guarantor may have or purport to have against the Lessor on any account whatsoever.
- 12.4.2 The amount of any moneys from time to time due and payable by it and the performance of its obligations pursuant to this Part shall be paid and performed by the Guarantor in accordance with the provisions of this Lease and if not so specified then on demand by the Lessor.
- 12.4.3 The liability of the Guarantor shall not be avoided or impaired by:
- (a) the Lessor granting time or other indulgence to or making any composition with the Lessee or the Guarantor;
 - (b) the Lessee or the Guarantor being wound up or passing a resolution for their respective liquidation or by the appointment of a receiver or liquidator respectively;
 - (c) the Lessee or the Guarantor becoming bankrupt or entering into any composition or arrangement with its respective creditors or becoming of unsound mind or dying;
 - (d) the Lessee or the Guarantor entering into any composition or arrangement with its respective creditors or assigning its respective estates or any part thereof for the benefit of creditors;
 - (e) the Lessor obtaining any further or other covenant security or guarantee for the Obligations from the Lessee or from any other person;
 - (f) the Lessor forbearing, neglecting compromising abandoning or failing to exercise any remedy or right for the enforcement of its rights or powers under this Lease or any other security or guarantee;
 - (g) any of the covenants of the Lessee or the Guarantor being or becoming illegal invalid void or unenforceable;

- (h) the absence of any notice to the Guarantor of default by the Lessee or the Guarantor or any other person who may become a guarantor;
- (i) the existence of any legal disability of the Lessee or the Guarantor;
- (j) the Lessor waiving any breach or default by the Lessee or the Guarantor;
- (k) the variation, alteration or renewal of the Lease whether or not the variation alteration or renewal was with the consent knowledge or agreement of the Guarantor;
- (l) the Lease not having been registered.

12.4.4 The execution of this Lease by the Guarantor constitutes a consent to and an awareness of the Obligations and any variation compromise or release of the Obligations.

12.4.5 No payment by any person shall operate to discharge or reduce the Guarantor's liability to the Lessor if that payment is or may be or may become voidable as a preference under any law relating to bankruptcy or the winding up of companies or other corporate entities and no grant of discharge or release consequent upon such a payment shall discharge the liability of the Guarantor.

12.4.6 The Guarantor's liability hereunder shall not be affected by any claim or right to set off or cross action which the Lessee or the Guarantor may respectively have or claim to have against the Lessor on any account nor shall the Guarantor be entitled to any set off against the Lessor.

12.5 The Guarantor:

12.5.1 covenants that upon the bankruptcy or liquidation of the Lessee the Guarantor will not prove in any such bankruptcy or liquidation in competition with the Lessor and the Guarantor irrevocably appoints the Lessor the Attorney of the Guarantor and authorises the Lessor to prove for all moneys which the Guarantor has paid on behalf of the Lessee or is entitled to receive from the Lessee or the estate of the Lessee and to retain and to carry to a suspense account and appropriate at the discretion of the Lessor any amount received until the Lessor has been paid one hundred cents in the dollar in respect of the indebtedness of the Lessee or the Guarantor as the case may be;

12.5.2 waives all rights inconsistent with the provisions of this Part including rights as to contribution and subrogation which the Guarantor might otherwise as surety be entitled to claim and enforce; and

2.5.3 covenants with the Lessor that so far as is within its power and is permissible by law to do all things as may be reasonably required by the Lessor to give effect to the provisions of this Part.

12.6 The Guarantor covenants with and acknowledges to the Lessor that the guarantee and indemnity expressed in this Part shall enure for the benefit of the Lessor and its successors

and assigns and that the Guarantor will at the request of the Lessor at any time enter into a deed with any transferee of the Building from the Lessor confirming this guarantee and indemnity to such transferee.

PART 13 - BANK GUARANTEE:

- 13.1 The Lessee shall deliver or cause to be delivered to the Lessor, on or before execution of this Lease, the Bank Guarantee.
- 13.2 If the Lessee defaults in the performance of any Obligation or if mesne profits are owed to the Lessor then the Lessor, after having given to the Lessee at least twenty four hours notice in writing of the breach relied on by the Lessor and of its intention to make demand under the Bank Guarantee is authorised to demand that the guaranteeing bank pay to the Lessor the amount that (in the opinion of the Lessor) is due to the Lessor.
- 13.3 The Lessor shall be entitled to recover Rent and damages for breach of covenant without being limited to the amount secured under the Bank Guarantee.
- 13.4 Any demand made shall not constitute a waiver by the Lessor of any default or shall not prejudice any other right of the Lessor.
- 13.5 Should any amount of the Bank Guarantee be demanded from time to time by the Lessor then the Lessee shall upon demand by the Lessor provide to the Lessor a further Bank Guarantee for the amount demanded in order to reinstate the amount of the Bank Guarantee.
- 13.6 The Lessor shall return the Bank Guarantee to the Lessee on expiry or termination of this Lease subject to the Lessee vacating the Premises and otherwise complying with the Obligations (unless Clause 13.3 applies).

PART 14 - ANCILLARY RIGHTS, EXCEPTIONS AND RESERVATIONS:

- 14.1 This Lease includes the rights specified in Item 17 and if the right to park cars in the carparking areas of the Building is specified the following provisions shall apply:
 - 14.1.1 The Lessee shall park cars only in the carparking area in the positions designated by the Lessor.
 - 14.1.2 The Lessee shall have the right to identify its car parking spaces by painting appropriate identifying numbers letters or names in its spaces or by erecting at its own expense and with the consent in each case of the Lessor appropriate identifying name plates adjacent to each space and the Lessee covenants to remove its signs or painting at its own expense on the termination of this Lease and to make good any damage.
- 4.1.3 The Lessee shall not permit or allow any car to be cleaned greased oiled washed or repaired in any part of the Building.

- 14.1.4 The Lessee shall not store or permit or suffer to be stored or kept in any part of the Building any petrol or other inflammable fuel except as is contained in the petrol or other fuel feed tanks forming a permanent part of a car.
- 14.1.5 The Lessor shall not be held responsible for the loss of or damage to any car or for the loss of or damage to any article or thing in or upon any car or for any injury to any person howsoever that loss damage or injury may arise or be caused.
- 14.2 There is excepted and reserved from this Lease:
- 14.2.1 the right at all times upon giving reasonable prior notice to the Lessee (except in the case of emergency where no notice shall be required) for the Lessor to enter the Premises for any purpose in connection with its rights duties and obligations expressed in or implied by this Lease;
- 14.2.2 the free and uninterrupted passage and running at all times of water oil gas electricity and other services from and to the Premises and any adjoining or neighbouring premises whether belonging to the Lessor or not through and along the conduits which are now or may hereafter be in the Premises and the right for the Lessor to lay move remove replace and maintain those conduits;
- 14.2.3 all rights of light or air now subsisting or which might (but for this exception) be acquired over any neighbouring land or premises; and
- 14.2.4 as may be specified in the Certificate of Title for the Premises.
- 14.3 The Lessee shall have the right to use the Common Parts for their designated use in common with other authorised persons.

PART 15. INTERPRETATION AND DEFINITIONS:

15.1 A reference to:

- 5.1.1 this Lease includes the Reference Schedule to this Lease;
- 15.1.2 an Item means the respective Item in the Reference Schedule;
- 15.1.3 a Clause or Part means the respective Clause and Part of this Lease;
- 15.1.4 a word importing the singular includes the plural number and vice versa;
- 15.1.5 a statutory provision includes that provision as amended or re-enacted (either before or after the date of this Lease) from time to time;
- 15.1.6 a party to this Lease includes the legal personal representatives or permitted assigns of that party;

15.1.7 a determination by a Valuer or other independent person of any dispute or matter arising pursuant to this Lease means a determination by that person acting as an expert and not as an arbitrator.

15.2 Where commencing with a capital letter:

15.2.1 **"Bank Guarantee"** means the banker's guarantee or undertaking in a form reasonably acceptable to the Lessor to secure the performance by the Lessee of the Obligations for the amount specified in Item 16.

15.2.2 **"Building"** means the land specified in Item 1, improvements erected on the land and Lessor's fixtures and fittings (including any part of the Building) as modified extended or altered at any time.

15.2.3 **"Common Parts"** means those parts of the Building provided by the Lessor from time to time for common use by the occupants of the Building including the entrances, lobbies, corridors, stairways, car parking areas, lifts, tea-rooms, washrooms and toilets.

15.2.4 **"Decorate"** means to clean, repair and prepare in a good and workmanlike manner and then to paint in colours approved by the Lessor (approval not to be unreasonably withheld) with at least two coats of paint all parts of the Premises previously painted and to paper varnish and otherwise treat all parts of the Premises previously treated in a manner approved by the Lessor (approval not to be unreasonably withheld) and to carry out all work using good quality materials.

15.2.5 **"Environmental Protection Law"** means any statute, rule, order, regulation, ordinance, instruction, directive, authority, permit or licence regulating the discharge, emission, release, discarding or escape of any Pollutant.

15.2.6 **"Estimate"** means the reasonable written estimate of Outgoings by the Lessor.

15.2.7 **"Further Term"** means the period specified in Item 9.

15.2.8 **"Guarantor"** means the person specified in Item 15.

15.2.9 **"Index Number"** means the Consumer Price Index Number for Sydney (All Groups) as published from time to time by the Australian Bureau of Statistics or any official substitution for that number.

15.2.10 **"Insurance Cost"** means insurance premiums and other fees and charges (including stamp duties and statutory fees) arising from insuring the Building for the amount which the Lessor reasonably considers from time to time to be the full reinstatement value of the Building against the Insured Risks, loss of Rent and Outgoings, employers' risks, public liability and plate glass.

15.2.11 **"Insured Risks"** means fire lightning storm tempest and other risks against which the Lessor from time to time reasonably considers expedient to insure the

Building, including the costs of demolition and removal of debris, and other incidental costs.

15.2.12 **"Lessee"** means the person referred to as the lessee on the front page of this Lease and includes its successors in title and permitted assigns.

15.2.13 **"Lessee Party"** means the Lessee and its servants agents employees contractors or visitors (whether or not by invitation) and any person claiming through or under the Lessee or any person under the control or direction of the Lessee.

15.2.14 **"Lessee's Percentage"** means the percentage specified in Item 8.

15.2.15 **"Lessor"** means the person referred to as the Lessor on the front page of this Lease and includes the persons for the time being entitled to the reversion immediately expectant upon expiry of the Term.

15.2.16 **"Lessor's Services"** means lighting power heating airconditioning ventilation management caretaking cleaning security lifts elevators and landscaping (including any contract for the provision of any service) and any other service or facility from time to time provided by the Lessor (at its discretion) for the benefit of the Lessee notwithstanding that service may also be of benefit to the Lessor or other occupants of the Building.

15.2.17 **"Obligations"** means all of the obligations of the Lessee both in law and equity to the Lessor pursuant to this Lease, including payment of Rent and all other moneys payable by the Lessee to the Lessor pursuant to this Lease or pursuant to any tenancy arising as a result of the Lessee holding over with the consent of the Lessor, or the performance and observance of any other provision.

15.2.18 **"Outgoings"** means:

(a) rates taxes (including Land Tax on the basis specified in Section 26 of the Retail Leases Act, 1994) charges impositions and fees payable by the Lessor to any government or authority in respect of the Building charged to or payable by the Lessor provided that if the Building is not separately assessed or charged in respect of any such rate tax charge imposition or fee there shall be included in the Outgoings the Lessor's estimate (which shall be final and binding on the Lessee except in the case of manifest error) of the rates taxes charges impositions or fees (as the case may be) attributable to the Building;

(b) charges incurred by the Lessor in relation to the supply and usage of electricity, gas, water sewerage and drainage to and the removal of waste and garbage from the Building provided that if the Building is not separately charged rated or metered in respect of any service there shall be included in the Outgoings the Lessor's estimate (which shall be final and binding on the Lessee except in the case of manifest error) of the charges attributable to the Building;

(c) charges for lighting, power, heating, air conditioning and ventilation incurred by the Lessor in relation to the Building;

- (d) Lessor's Services;
- (e) Insurance Cost;
- (f) if the Premises are or become subject to the Strata Titles Act, 1973, levies and other charges, other than those for capital costs, made by the Body Corporate in respect of the lot comprising the Premises or the lot of which the premises forms part;
- (g) charges incurred by the Lessor for maintenance and repairs to the Building other than structural maintenance and repairs and other than capital costs, but not exceeding ten per centum (10%) of the aggregate of Outgoings (excluding this item) provided that the maintenance and repairs do not arise or become necessary due to the neglect or default of the Lessee.

15.2.19 **"Pollutant"** means any hazardous material or contaminant whether in solid, liquid or gaseous form which on discharge, emission, release, discarding or escape may give rise to a contamination of the physical, chemical or biological condition of the atmosphere, land or water.

15.2.20 **"Premises"** means that part of the Building being the premises referred to on the front page of this Lease (including any part of the Premises) which for the purposes of obligation as well as grant exclude any Common Parts but include the surface of all internal walls floors and ceilings and all floor and wall coverings, all doors and door frames, all windows and window frames, all internal partitioning (erected by the Lessor or the Lessee or any other person at any time) and all the Lessor's fixtures and fittings in the Premises (including any lighting power heating air conditioning and ventilation plant and equipment exclusively serving the Premises).

15.2.21 **"Rent"** means the amount specified in Item 2 as reviewed from time to time.

15.2.22 **"Rent Commencement Date"** means the date specified in Item 4.

15.2.23 **"Review Dates"** means the dates specified in Item 5.

15.2.24 **"Specified Rate"** means the rate which is three per centum above the annual interest rate from time to time charged by the Lessor's principal bankers on unarranged overdrafts of more than \$100,000.00.

15.2.25 **"Term"** means the term granted by this Lease.

15.2.26 **"Valuer"** means a valuer who is a member of not less than five (5) years standing of the Australian Institute of Land Valuers and Economists (NSW Division) Inc with experience in assessing properties of the same nature as the Premises.

15.3 When two or more persons comprise the Lessee or Guarantor all the provisions of this Lease bind those persons jointly and each of them severally and also bind the respective personal representatives assigns and successors in title of each of them jointly and severally.

- 15.4 The covenants powers and provisions implied in leases by virtue of the Conveyancing Act, 1919 (as amended) are expressly negated except in so far as they are included in this Lease.
- 15.5 A reference to the Lessor includes a reference to any superior lessor or any mortgagee from the Lessor or any superior lessor of the Premises:
- 15.5.1 where there are rights easements and reservations exercisable by or benefiting the Lessor;
 - 15.5.2 where there is an obligation to obtain consent from the Lessor; and
 - 15.5.3 where there are any indemnities in favour of the Lessor.
- 15.6 An Obligation not to do or omit any act or thing extends to an obligation not to permit any third party to do or omit the same.
- 15.7 A reference to the Lessor includes a reference to the Body Corporate if the Premises become subject to the Strata Titles Act, 1973.
- 15.8 An approval consent permission or notice required by this Lease is not valid unless in writing.
- 15.9 Marginal notes and headings are for the purpose of identification only and not to be considered in the interpretation of this Lease.
- 15.10 This Lease shall be interpreted in accordance with the laws of New South Wales.
- 15.11 The Lessor shall be entitled to exercise any right on its behalf expressed in or implied by this Lease by itself, its employees agents servants or contractors.
- 15.12 To the extent permitted by law the application to this Lease of any moratorium or other statute ordinance rule or regulation which reduces or postpones the payment of rent or extends the Term or otherwise affects the operation of any of the provisions of this Lease to the detriment of the Lessor is expressly excluded and negated.
- 15.13 Any provision of this Lease which is or shall be or become in breach of the Trade Practices Act, 1974 or any other statute rule or regulation and in consequence of that breach is void voidable unenforceable or invalid shall for so long as it is in breach be severable from this Lease and this Lease shall be interpreted as if that provision was not expressed in it.

RW



INDEX

PAGE NO.

REFERENCE SCHEDULE	1
PART 1. RENT AND OUTGOINGS:	3
PART 2. HOLDING OVER AND OPTION FOR FURTHER TERM:	6
PART 3. PERMITTED USE AND CONDUCT:	6
PART 4. REPAIR AND MAINTENANCE:	9
PART 5. DESTRUCTION:	11
PART 6. INSURANCES AND INDEMNITIES:	11
PART 7. ALIENATION:	12
PART 8. DEFAULT AND DETERMINATION:	13
PART 9. ESSENTIAL PROVISIONS:	15
PART 10. COSTS AND NOTICES:	16
PART 11. LESSOR'S COVENANTS:	16
PART 12. GUARANTEE AND INDEMNITY:	16
PART 13. BANK GUARANTEE:	19
PART 14. ANCILLARY RIGHTS, EXCEPTIONS AND RESERVATIONS:	19
PART 15. INTERPRETATION AND DEFINITIONS:	20

Handwritten initials: R L

Handwritten signature and initials: [Signature] WLL

THIS IS ANNEXURE 'B' TO LEASE DATED THE 14th DAY OF March..... 2000

BETWEEN GEORGIO ALTOMONTE HOLDINGS PTY LIMITED ("LESSOR")

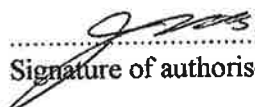
AND SNAP FRANCHISING LIMITED ("LESSEE")

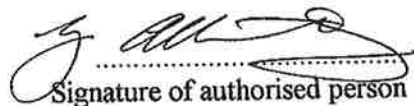
AND TIMOTHY ROBERT HOSKINS and VICTORIA MARGARET HOSKINS
("GUARANTORS")

EXECUTED AS A DEED

The common seal of **Georgio Altomonte Holdings Pty Limited**)
is affixed in accordance with)
its Articles of Association)
in the presence of:)




Signature of authorised person


Signature of authorised person

Office held


Office held


Name of authorised person


Name of authorised person

The common seal of **Snap Franchising Limited**)
is affixed in accordance)
with its Articles of)
Association in the presence of:)

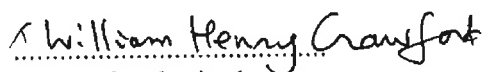



x 
Signature of authorised person

x 
Signature of authorised person

x 
Office held


x 
Office held

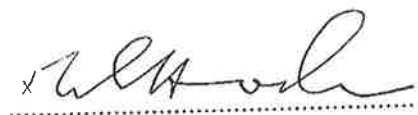
x 
Name of authorised person

x 
Name of authorised person

Signed sealed and delivered by
TIMOTHY ROBERT HOSKINS
in the presence of:

)
)
)
)

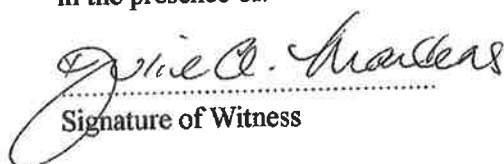

Signature of Witness


Signature of Guarantor

NOLIE A. MARTENS
Name of Witness (print)

Signed sealed and delivered by
VICTORIA MARGARET HOSKINS
in the presence of:

)
)
)
)


Signature of Witness


Signature of Guarantor

NOLIE A. MARTENS
Name of Witness (print)

2

HELENS LEASES LNAP2000





TAILORED FINANCIAL SOLUTIONS

National Australia Bank Limited
A.C.N. 004 044 937

Consent to Lease

Annexure to Lease

From GEORGIO ALTOMONTE HOLDINGS PTY. LIMITED A.C.N. 000 798 943


To SNAP FRANCHISING LIMITED A.C.N. 009 016 013

Dated 13TH MARCH, 2000

National Australia Bank Limited A.C.N. 004 044 937 as Mortgagee under Mortgage/s Number/s hereby consents to the within Lease subject to and without in any way limiting abridging affecting or prejudicing the rights powers and remedies of the Mortgagee under the said Mortgage/s (or any of them) which rights powers and remedies shall remain in full force and effect as if this consent had not been given Save and Except that so long as the covenants conditions and provisions of the within Lease are duly observed and performed the Mortgagee will in the event of the exercise of the power of sale or other power or remedy of the Mortgagee on default under the said Mortgage/s (or any of them) exercise the same subject to the then subsisting rights of the Lessee/s under the within Lease And this limited consent is also given on the express condition that the consent of the Mortgagee is procured in all cases where the consent of the Lessor/s is necessary under the within Lease that the Mortgagee shall not be obliged to perform any covenant or agreement by the Lessor/s contained in the within Lease and that all rights powers and remedies of the Lessor/s under the within Lease shall absolutely vest in and be exercisable and enforceable by the Mortgagee immediately upon the Mortgagee giving notice to the Lessee/s of demand to enter into receipt of the rents and profits of the leased premises.

Signed at Sydney this 7th day of April 2000
(day) (month) (year - ccy)

Signed in my presence
by Fiona Mary Ferguson
the Attorney of National Australia Bank
Limited pursuant to
Power of Attorney
registered number 549 Book 3834
who is personally known to me.


(Signature)

Kylie BARNETT

George St, Sydney

Bank Officer

Signed for and on behalf of National
Australia Bank Limited by its said Attorney
who states that he/she has no notice of the
revocation of the said Power of Attorney at
the time of his/her executing this
instrument.


(Signature)
MANAGER

Form: 97-07SL
 Licence: 026CN/0524/96

SUB-LEASE

New South Wales
 Real Property Act 1900

7450906J



Instructions for filling out
 this form are available from
 the Land Titles Office

Office of State Revenue use only

NEW SOUTH WALES DUTY
 14-11-2000 0000463270-001
 DUPLICATE
 DUTIABLE AMOUNT \$ *****226,855.00
 DUTY \$ *****2.00

(A) HEAD LEASE NUMBER

6845738

(B) PROPERTY SUB-LEASED

Show no more than 20 titles.
 Specify the part or premises
 if appropriate.

Folio Identifier 1/654047
 PART, being Shop 2, 870 Pacific Highway GORDON NSW 2072

(C) LODGED BY

LTO Box //3// IW	Name, Address or DX and Telephone Ralph Fitzgerald, Solicitor Level 3, 7-9 Merriwa Street P O Box 426 GORDON NSW 2072 REFERENCE (15 character maximum): //5//
------------------------	--

(D) SUB-LESSOR SNAP FRANCHISING LIMITED ACN 009 016 013

(E) The sub-lessor leases to the sub-lessee the property described above.

Encumbrances (if applicable) 1. NIL 2. //8// 3. //9// 4. //10//

(F) SUB-LESSEE

SL

FITE HOLDINGS PTY LIMITED ACN 001 027 608
 8 Duntroon Avenue
 ROSEVILLE NSW 2069

(G)

TENANCY: //12//

(H) 1. TERM: THREE YEARS 365 DAYS

2. COMMENCING DATE: 15 MARCH 2000

3. TERMINATING DATE: 13 MARCH 2004

4. With NO OPTION TO RENEW.

5. Together with and reserving the RIGHTS set out in ANNEXURE A.

6. Incorporates the provisions set out in ANNEXURE A hereto.

7. DELETED.

P SDA

HT

JA

(I) DATE 30th October 2000 We certify this dealing correct for the purposes of the Real Property Act 1900.

The COMMON SEAL OF SNAP FRANCHISING)
LIMITED was hereunto affixed by authority)
of its Board and in the presence of:)

Jim Martin
CEO

Ramona
Secretary



The COMMON SEAL OF FITE HOLDINGS PTY)
LIMITED was hereunto affixed by authority)
of its Board and in the presence of:)

[Signature]
Director

Monica Martin
Director



(J) STATUTORY DECLARATION

I solemnly and sincerely declare that the time for the exercise of the Option to Renew in expired lease No. //21// has ended and the lessee under that lease has not exercised the option.

I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths Act, 1900.

Made and subscribed at in the State of on 19.....
in the presence of

.....
Signature of Witness

.....
Name of Witness (BLOCK LETTERS)

.....
Address and Qualification of Witness

.....
Signature of Sub-Lessor

THIS AND THE FOLLOWING 26 PAGES IS ANNEXURE "A" TO DEED OF SUBLEASE
DATED THE 30th DAY OF OCTOBER 2000.
BETWEEN SNAP FRANCHISING LIMITED ("LESSOR")
AND FITE HOLDINGS PTY LIMITED ("LESSEE")
AND TIMOTHY ROBERT HOSKINS and
VICTORIA MARGARET HOSKINS ("GUARANTORS")

THE REFERENCE SCHEDULE—

ITEM 1: BUILDING

Certificate of Title Folio Identifier 1/654047 together with the improvements erected on the land known as 870 Pacific Highway, Gordon.

ITEM 2: RENT:

Forty eight thousand three hundred and twenty nine dollars and ninety five cents (\$48,329.95) per annum.

ITEM 3: INSTALMENTS OF RENT:

Equal calendar monthly instalments of Four thousand and twenty seven dollars and fifty cents (\$4,027.50) per calendar month.

ITEM 4: RENT COMMENCEMENT DATE:

15 March 2000.

ITEM 5: REVIEW DATES:

Date

Manner of Rent Review

15 March 2001

Market Review Date and Percentage

15 March 2002

CPI Review Date and Percentage

15 March 2003

Market Review Date and Percentage

ITEM 6: PERCENTAGE RATE FOR INCREASE(S):

Four (4%) per centum.

ITEM 7: INITIAL AMOUNT ATTRIBUTABLE TO CAR PARKING:

Not applicable.

ITEM 8: LESSEE'S PERCENTAGE OF OUTGOINGS:

20.4%

ITEM 9: FURTHER TERM:

N/A.

ITEM 10: REVIEW DATES FOR FURTHER TERM:

N/A.

ITEM 11: PERMITTED USE:

Retail printing shop and associated sales and marketing activities.

ITEM 12: ACCESS TIMES:

At all times subject to the Lessee complying with the Obligations.

ITEM 13: DECORATION TIMES:

14 March 2004

ITEM 14: PUBLIC LIABILITY COVER:

Ten Million Dollars (\$10,000,000-00)

ITEM 15: GUARANTOR:

1. Timothy Robert Hoskins, 8 Duntroon Avenue, Roseville, NSW, 2069
2. Victoria Margaret Hoskins, 8 Duntroon Avenue, Roseville NSW, 2069

ITEM 16: AMOUNT OF BANK GUARANTEE:

An amount equal to three months rent and outgoings from time to time, initially being an amount of \$12,000.00.

ITEM 17: ANCILLARY RIGHTS:

The right to park (at the entire risk of the Lessee) in two car parking spaces in the car parking areas of the Premises as the Lessor shall from time to time designate.

Handwritten initials: D MRE

Handwritten signatures: SA, JAH

PART 1 - RENT AND OUTGOINGS:

1.1 The Lessee shall:

1.1.1 pay the Rent to the Lessor during the Term without deduction or demand by equal calendar monthly instalments as specified in Item 3 (or as reviewed pursuant to this Lease) in advance on the first day of each month during the Term. When the commencement date of the Term is not the first day of the month, then the first instalment is to be paid on the commencement date of the Term by an instalment being the sum of the proportionate part of the monthly instalment until the commencement date of the next calendar month plus the monthly instalment in respect of that next calendar month. Subsequent calendar monthly instalments shall be payable on the first day of each month. When the commencement day of the Term is not the first day of the month then the last instalment shall be the proportionate part of the monthly instalment until the last day of the Term.

1.1.2 if the Lessor requires pay the Rent by bank authority to an account nominated from time to time by the Lessor.

1.1.3 if any Rent or other moneys whether or not in the nature of rent payable by the Lessee to the Lessor pursuant to this Lease remain unpaid for seven (7) days after they have become due (whether demanded or not) pay to the Lessor interest calculated daily on any amounts remaining unpaid at the Specified Rate from the earlier of the date those moneys first became due by the Lessee or are outlaid or incurred by the Lessor (as the case may be) to the date upon which those moneys are paid or reimbursed to or recovered by the Lessor (both days inclusive). The Lessor shall be entitled to recover any such interest as rent in arrears. The Lessee acknowledges that the payment to or the demand receipt or recovery by the Lessor of that interest shall not prejudice or otherwise affect the Lessor's other rights upon the default by the Lessee in paying the Rent or any other moneys.

1.2 The Rent shall be reviewed on each of the Review Dates in the following manner:

1.2.1 On each Review Date specified in Item 5 as a Market Review Date the Rent shall increase to the amount agreed by the Lessor and the Lessee as the current market rent of the Premises at the relevant Review Date for the year commencing on that date as between a willing Lessor and a willing Lessee with vacant possession for a term equal to the sum of the Term and the Further Term and upon the terms and conditions of this Lease PROVIDED THAT if the current market rent of the Premises is less than the Rent, then the Rent shall not be reduced. If no agreement is reached prior to the Review Date the current market rent shall be determined by a Valuer who shall:

- (a) take no account of the value of any goodwill attributable to the Lessee's business and the value of the Lessee's fixtures and fittings in the Premises;
- (b) take no account of any deleterious condition of the Premises if such condition results from any breach of any Obligation;
- (c) take account of the provisions of this Lease;

JA *WHT*

R *SDA*

- (d) take account of the current market rent of comparable premises in the Building, comparable premises in the vicinity of the Building, and other premises of a quality size and location similar to the Premises;
- (e) assume that the Premises are fit for immediate occupation and use even if work has been carried out by the Lessee or subtenant which has diminished the current market rent of the Premises and if the Premises are destroyed or damaged as if they had been fully restored and were in tenatable repair;
- (f) assume that the Premises are available to be let by a willing landlord to a willing tenant as a whole without premium but with vacant possession and subject to the provisions of this Lease for a term equal to the Term and Further Term of this Lease;
- (g) assume that all Obligations have been fully performed;
- (h) where the Premises are more than one floor take account of the Premises on a floor-by-floor basis;
- (i) take no account of any difference in the annual open market rental that is accountable to fluctuations caused by any subleasing of the Premises;

1.2.2 On each Review Date specified in Item 5 as a Percentage Review Date the Rent shall increase by the relevant percentage specified in Item 6.

1.2.3 On each Review Date specified in Item 5 as a Consumer Price Index Review Date the Rent shall increase by the percentage that the Index Number has increased since the last Review Date (or in the case of the first Review Date since the commencement date of the Term). For the purposes of ascertaining the increase the relevant Index Number shall be in the case of the first Review Date, the Index Number for the quarter immediately prior to the commencement date of the Term and in the case of each subsequent Review Date the Index Number for the quarter immediately prior to the last Review Date. An Index Number will be the relevant number notwithstanding that its date of publication may be after the relevant Review Date.

1.2.4 Where more than one method of review is specified for any Review Date in Item 5 then the Rent shall increase by the amount calculated by using the method of review which gives the greatest increase in Rent from the methods specified.

1.3 Any delay in agreeing or determining Rent shall not prejudice the Lessor's right subsequently to require the Rent to be reviewed in accordance with this Lease. Where there is a delay in agreeing or determining Rent the Lessee shall:

- (a) continue to pay Rent at the rate payable immediately prior to the relevant Review Date up to the date of agreement or determination;

R JSA

HA
USA

- (b) within seven (7) days after the Rent is agreed or determined pay an amount equal to any increase for the period from the relevant Review Date to the date of agreement or determination;
- (c) pay interest on and at the same time as the amount payable pursuant to Clause 1.3(b) calculated at the Specified Rate from the date of agreement or determination to the date of its payment; and
- (d) pay the Rent as increased or the new rent (as the case may be) from the date any such increase is agreed or determined.
- (e) For the purpose of Clause 1.2 the part of the Rent at the commencement of the Term which is attributable to the right to park cars in the Building (pursuant to Clause 14.1) is specified in Item 7.

1.4 The Lessee covenants with the Lessor to pay the Lessee's Percentage of Outgoings to the Lessor as follows:

- 1.4.1 For the purposes of this Clause a reference to a year shall mean a period of twelve (12) months commencing on the same day as the Term or such other date as the Lessor may at any time elect.
- 1.4.2 At least one month before the beginning of each year which is wholly or partly within the Term the Lessor shall give to the Lessee the Estimate in respect of that year.
- 1.4.3 For each year (or part of a year) during the Term the Lessee shall pay to the Lessor on account of the Lessee's Percentage of Outgoings for that year the Lessee's Percentage of the Estimate (or if the year to which the Estimate relates is partly outside the Term that part of the Estimate as is attributable to that part of the year within the Term) by equal monthly instalments in advance throughout the year to which the Estimate relates or that part of that year which is within the Term (as the case may be). Instalments shall be paid on the same day of the month that the instalments of Rent are payable pursuant to this Lease or such other day as the Lessor may from time to time specify to the Lessee.
- 1.4.4 Within three months after the end of each year during the Term and if Term expires or is determined during a year immediately after the end of that year (or as soon as is practicable) the Lessor shall give the Lessee a report showing the total of the actual Outgoings for that year (or if the year to which the statement relates is partly outside the Term such amount of the actual Outgoings as is attributable to that part of the year within the Term) and also showing the amount due to the Lessor or the Lessee (as the case may require after taking account of any payments by the Lessee pursuant to an Estimate) which amount shall be paid within one month after the end of each year.
- 1.4.5 If any amount is due to the Lessee pursuant to Clause 1.4.5 and if the Lessee owes the Lessor any arrears or other money pursuant to the Lease, then the Lessor may apply any moneys payable to the Lessee pursuant to Clause 1.4.5 towards those arrears or other moneys owing, and if the Lessor does this he shall account to the Lessee for the amount appropriated.



- 1.5 Clause 1.4 shall survive the expiry or termination of this Lease for the purpose of making any balancing adjustment to Clause 1.4.4.
- 1.6 The Lessee shall pay for all services supplied or provided to the Premises (including gas, electricity water telephones and telex) provided that if the Premises are not separately metered or charged in respect of that service (and the cost of such service is not included in the Outgoings) the Lessor may pay for the provision of that service and if so the Lessee shall forthwith pay to the Lessor the Lessor's estimate (which shall be final and binding on the Lessee except in the case of manifest error) of the cost of the provision of that service attributable to the Premises.
- 1.7 If the Premises become subject to the Strata Titles Act, 1973 Item 8 is amended by deleting the specified percentage and by inserting "100%".

PART 2 - HOLDING OVER

- 2.1 If the Lessee continues to occupy the Premises after the expiration of the Term, with the consent of the Lessor, otherwise than pursuant to a further lease expressly granted by the Lessor to the Lessee, it shall do so as a monthly tenant only, at a rent payable monthly in advance equal to one-twelfth of the Rent last payable during the Term reviewed to the amounts determined in accordance with clause 1.2.3 as if the expiry of the Term was a Review Date and thereafter on each anniversary of the expiry of the Term in the same manner. The tenancy shall be terminable at any time by either party giving to the other one (1) month's written notice but otherwise shall be subject to the provisions of this Lease as are consistent with a monthly tenancy.

PART 3 - USE OF AND CONDUCT ON PREMISES:

3. The Lessee shall:

- 3.1 Not use the Premises:

- 3.1.1 for any purpose other than as specified in Item 11 or such other purpose as the Lessor may consent to, but the Lessor's consent shall not be unreasonably withheld in respect of any other retail or sales or marketing activity which is approved by the Kuringai Municipal Council and which does not conflict with the use of any other part of the building;
- 3.1.2 for any illegal purpose or for any purpose in contravention of any approval consent or zoning by any competent authority;
- 3.1.3 as a dwelling or sleeping place or keep any animals birds or other livestock thereon;
- 3.1.4 for an auction sale;
- 3.1.5 except during the times specified in Item 12.

- 3.2 Not without the prior written consent of the Lessor (who may require plans and details as it considers necessary to be submitted to it by the Lessee) make or permit or suffer any alteration or addition whatsoever to the Premises (including the erection, demolition, installation, or alteration of any partitioning within the Premises) or mark drill cut maim injure or deface or in any way damage the Premises, and at the end of the Term or any further Term if the Lessor so requires remove those alterations and additions and restore the Premises to their condition prior to the making of those alterations and additions to the satisfaction of the Lessor and at the cost of the Lessee.
- 3.3 Comply with:
- 3.3.1 the regulations relating to fire and fire prevention of the Fire Brigade and any competent authority; and
- 3.3.2 any statute regulation ordinance and by-law and the requirements of every government or other competent authority.
- 3.4 Not cause any damage to or obstruction of the Building the Common Parts or any road serving the Building and not place or store any goods outside the Premises.
- 3.5 Not erect or display any sign or advertisement on the Building or the outside of the Premises or within the Premises so that the sign or advertisement can be seen from outside the Premises without the prior written consent of the Lessor (consent not to be unreasonably withheld) and the consents of all competent authorities and upon the termination of this Lease to remove all signs and advertisements.
- 3.6 Not use the lavatories conveniences and water apparatus in the Premises for any purpose other than those for which they were constructed and on demand pay to the Lessor an amount sufficient to compensate the Lessor for damage resulting from misuse by the Lessee.
- 3.7 Not without the written consent of the Lessor bring into install use place or permit or suffer to be brought into the Premises plant machinery or other articles which may cause undue noise or vibrations or which are of a weight or size which may cause damage directly or indirectly to the Premises.
- 3.8 Not bring on to the Premises any dangerous inflammable explosive noxious or offensive substance except in accordance with the purpose specified in Item 11 and provided that the Lessee ensures that all proper and prudent measures are taken in the storage and use of the substance and that the Lessor is previously notified of the nature and extent of the substance brought on to the Premises.
- 3.9 Not do any act or thing which in the reasonable opinion of the Lessor may be offensive or cause a nuisance damage or annoyance or inconvenience to the Lessor or to the owners lessees or occupiers of any adjoining or neighbouring premises or land.
- 3.10 Not overload the electric wires and cables serving the Premises.
- 3.11 Give to the Lessor full particulars of any licence consent permission notice order requirement recommendation or proposal given or issued in respect of or in connection

with the Premises by any competent authority within seven (7) days of its receipt by the Lessee.

- 3.12 Comply with any reasonable regulations the Lessor may make for the more efficient management of the Building (including its security and that of its lessees and occupants).
- 3.13 Observe and perform any restrictions stipulations and covenants referred to in the Certificate of Title for the Building.
- 3.14 Not obstruct any of the windows or ventilators belonging to the Premises nor to permit any new window or ventilator or other encroachment or easement of which the Lessee is aware to be made against or over the Premises.
- 3.15 In carrying out any construction fitting out reinstatement or removal works or alterations to the Premises:
 - 3.15.1 ensure that the works and alterations are carried out in a good and workmanlike manner by licensed and reputable tradepersons; and
 - 3.15.2 immediately repair and reinstate any damage caused in carrying out the works or alterations to the satisfaction of the Lessor.
- 3.16 Observe the covenants on the part of the Lessee contained in any head lease (except those relating to the payment of rent or insurances and those which are inconsistent with the Obligations).
- 3.17 Keep the premises free and clear of pests and vermin and if requested by the Lessor have the Premises treated regularly for the eradication of pests and vermin.
- 3.18 Obtain maintain and renew from time to time all licences permits consents and registrations required to lawfully use the Premises for the purpose specified in Item 11.
- 3.19 The Lessee shall not permit or suffer any Pollutant to escape or be released into or from the Premises or Building or any part thereof and shall comply with all Environmental Protection Laws to which it is subject pursuant to its occupation of the Premises.
- 3.20 The Lessee shall give the Lessor notice in writing of all notices or restraining orders issued in respect of the Building or Premises pursuant to any Environmental Protection Law.
- 3.21 The Lessee shall permit the Lessor at any time to enter the Premises and affix upon any external parts of the Premises noticeboards or other signs advertising any proposed sale and during the last six months of the Term the reletting of the Premises, and the Lessee shall not remove or obscure those notices. The Lessee shall permit the Lessor and those authorised by it at all reasonable times to show the Premises to prospective purchasers and at all reasonable times during the last three months during the Term and at any stage during any holding over period to show the Premises to prospective tenants.
- 3.22 The Lessor makes no warranty that the Premises are suitable to be used for any particular purpose, and the Lessee acknowledges that in entering into this Lease it has not relied

upon any representation made by or on behalf of the Lessor as to the suitability of the Premises for any particular purpose.

- 3.23 The Lessor makes no warranty that the Premises can be lawfully used for the purpose specified in Item 11.
- 3.24 The Lessor will (at the cost of the Lessee) supply the Lessee with keys enabling the Lessee to gain access to the Premises. The Lessee shall immediately inform the Lessor if any of the keys supplied is lost and if so required by the Lessor pay for the changing of any locks. The Lessee shall return all keys supplied by the Lessor at the end of the Term.
- 3.25 The Lessee shall be responsible for protecting and keeping safe the Premises from theft and robbery and shall keep all windows and doors properly locked at all times that the Premises are unoccupied.

PART 4 - REPAIR & MAINTENANCE:

The Lessee shall:

- 4.1 Repair, maintain and keep the Premises in good and substantial repair and condition having regard to their state of repair and condition at the commencement date of the Term (reasonable wear and tear and damage by any of the Insured Risks excepted provided that no policy of insurance effected by the Lessor has been rendered void or voidable by virtue of any act matter or thing done by the Lessee or a Lessee Party). It is hereby acknowledged and agreed that the Lessee shall not be obliged by anything expressed in or implied by this Lease to carry out any structural repairs or works to the Premises unless the same arise (whether directly or indirectly) as a result of any of the following:
- 4.1.1 The neglect or default by any Lessee party to observe or perform any of the Obligations;
- 4.1.2 The use or occupation of the Premises by the Lessee or any sublessee;
- 4.1.3 The employment of any person in the premises by the Lessee or any sublessee;
- 4.1.4 The use of any fixtures fittings plant machinery or goods in the Premises by the Lessee or any sublessee;
- 4.1.5 The carrying out of any alterations or additions to the Premises by the Lessee or any sublessee or the reinstatement of the Premises following any alterations or additions thereto;
- 4.1.6 The bringing onto the Premises by the Lessee or any sublessee of any plant machinery or other items (whether consented to by the Lessor or not),

In which event the Lessee shall at the option of the Lessor either at its own cost forthwith repair and reinstate the structure of the Building so requiring repair, or carry out such structural works as may be necessary to comply with the requirements of any competent authority to the reasonable satisfaction of the Lessor and all relevant authorities or if the Lessor has itself elected to carry out such repairs and reinstatement or works, the Lessee shall forthwith upon demand by the Lessor pay to the Lessor all its costs and expenses (including all professional fees) incurred in connection therewith.

- 4.2 Decorate the Premises at or not more than sixty (60) days prior to the dates specified in Item 13.
- 4.3 If required by the Lessor enter into and maintain fully comprehensive maintenance contracts for the maintenance of any lighting power heating ventilation fire prevention air conditioning and other equipment or plant which exclusively serve the Premises with reputable maintenance contractors first approved by the Lessor (approval not to be unreasonably withheld) and produce to the Lessor at any time upon demand such contracts and evidence that any sums due thereunder have been fully paid.
- 4.4 Replace broken glass in the Premises with glass of the same or similar quality and all broken or damaged plumbing, lighting, heating and electrical equipment appliances and other fixtures and fittings of the Lessor in the Premises.
- 4.5 At the expiration or sooner determination of the Term yield up to the Lessor the Premises (but excluding any fittings and fixtures which are tenants' trade fixtures or fittings or which are otherwise required to be removed pursuant to this Lease) duly repaired and maintained in accordance with the Obligations.
- 4.6 Permit the Lessor its servants agents and workmen to enter upon the Premises upon giving not less than two days notice to the Lessee except in the case of emergency when no notice shall be required:
- 4.6.1 to take a plan of or to examine the state of repair and condition of the Premises and to take inventories; and
- 4.6.2 to execute repairs alterations or other work to the Premises or any adjoining or neighbouring premises or land and for the purpose of building upon any adjoining or neighbouring land provided that the person or persons exercising this right shall make good in a reasonable manner all consequential damage to the Premises and cause as little inconvenience to the Lessee as is practical.
- 4.7 Keep the Premises including external surfaces of windows and doors clean and tidy and not place leave or permit to be placed or left any debris or rubbish in any part of the Premises.
- 4.8 Keep waste, trash and garbage in proper receptacles.
- 4.9 Keep the fire extinguishers hoses and other fire fighting or prevention equipment serving the Premises in good working order and condition and ensure that it is inspected at least once in every year of the Term by the competent authority.

- 4.10 If the Lessor does not as part of the Lessor's Services arrange for the cleaning of the Premises the Lessee shall enter into and maintain a comprehensive cleaning contract for the daily cleaning of the Premises with a reputable commercial cleaning contractor first approved by the Lessor (approval not to be unreasonably withheld) and produce to the Lessor at any time upon demand a copy of that contract.

PART 4A - FURTHER COVENANTS BY THE LESSEE:

4A. The Lessee covenants with the Lessor:

- (a) that any right or power that may be exercised by the Lessor under this Lease may also be exercised by the Head Lessor and by the servants, agents and contractors of any of them and the Lessee shall not at any time or in any way impede or obstruct the lawful exercise of such rights and powers;
- (b) that the Lessee shall obtain the prior written consent or approval of the Head Lessor to any act for which the prior written consent or approval of the Lessor is required under this Lease;
- (c) that the Lessee shall give notice to the Head Lessor in writing of any matters in respect of which the Lessee is required to give notice to the Lessor under the provision of this Lease;
- (d) to observe and perform and keep the Lessor indemnified from and against any liability under the covenants and conditions in the Head Lease to the extent that they are applicable to the Premises (but not including any covenant by the lessee under the Head Lease to pay rent or any other moneys payable thereunder);
- (e) not to do or omit or cause permit or suffer to be done or omitted anything which if done or omitted or caused permitted or suffered by the Lessor as lessee under the Head Lease would cause the Lessor to be in breach of any one or more of the covenants terms conditions or provisions of the Head Lease and on its part as lessee thereunder to be observed or performed and the Lessee hereby covenants with the Lessor that it will in all respects indemnify the Lessor against any and all damages, sum or sums of money, costs, charges, expenses, actions, claims and demands which may be sustained or suffered or recovered or made against the Lessor by virtue of or arising directly or indirectly out of any breach by the Lessee of this covenant;
- (f) to pay the Lessor's costs of and incidental to the preparation, execution, stamping and registration of this Lease including all stamp duty payable on this Lease and the costs of obtaining any necessary consent to the grant of this Lease; and
- (g) to be bound by and to observe and perform the obligations in this Lease on its part to be observed and performed from the date herein expressed to be the date of commencement of this Lease.

PART 5 - DESTRUCTION:

- 5.1 If the Premises are destroyed or damaged so as to render the Premises or any substantial part substantially unfit for the use of or occupation by the Lessee or so as to deprive the Lessee of substantial use of or access to the Premises:
- 5.1.1. This Lease may be terminated without compensation by either the Lessor or the Lessee by written notice to the other provided that the Lessee shall not be entitled to terminate this Lease unless the Premises have not been rendered fit for the use and occupation of the Lessee or the use of and access to the Premises have not been substantially restored within a reasonable time after the destruction or damage.
 - 5.1.2 Termination shall be without prejudice to the rights of either party in respect of any antecedent breach or matter.
 - 5.1.3 On the happening of the damage or destruction (provided that any insurance moneys that would have been payable to the Lessor are not wholly or partially irrecoverable by reason of any act or default of a Lessee Party) the Rent and the Lessee's Proportion of Outgoings or a proportionate part thereof (according to the nature and extent of the damage) shall abate and all or any remedies for the recovery of abated Rent and the Lessee's Proportion of Outgoings are suspended until the Premises are rebuilt or reinstated or made fit for the occupation and use of the Lessee or until access is provided or until the Lease is terminated pursuant to Clause 5.1.1 as the case may be. Any dispute arising out of this clause shall be determined by a Valuer whose fees shall be paid by the Lessor and Lessee in equal shares unless otherwise awarded.
- 5.2 Nothing imposes any obligation upon the Lessor to rebuild or reinstate or make fit for occupation the Premises following damage or destruction.

PART 6 - INSURANCES AND INDEMNITIES:

6. The Lessee shall:
- 6.1 At its own cost effect and keep current a policy of public risk insurance with a reputable and solvent insurer with respect to the Premises and the business carried on in the Premises in which limits of public risk shall not be less than the amount specified in Item 14 (or such other amount as the Lessor may from time to time reasonably require) as the amount payable in respect of liability arising out of any one single accident or event and shall deliver to the Lessor on demand a copy of the policy and a current certificate of insurance;
 - 6.2 At its own cost effect and keep current plate glass insurance (for the full replacement value) in respect of all plate glass attached to or forming part of the Premises and shall deliver to the Lessor on demand a copy of the policy and a current certificate of insurance;

R 324

LAH

- 6.3 Include as the insured parties in respect of each of the policies effected pursuant to Clause 6.1 and 6.2 the Lessor, any superior Lessor, and any person or persons nominated by the Lessor as being mortgagees of the Premises.
- 6.4 Indemnify and keep indemnified the Lessor from and against all actions claims demands losses damages costs and expenses which the Lessor may sustain or incur or for which the Lessor may become liable in respect of or arising from:
- 6.4.1 The neglect or default of any Lessee Party to observe or perform any of the Obligations;
 - 6.4.2 The negligent use or misuse waste or abuse by any Lessee Party of any water gas electricity or other services to the Premises;
 - 6.4.3 The overflow, leakage or escape of water fire gas electricity or any other harmful agent whatsoever in or from the Premises;
 - 6.4.4 The failure of the Lessee upon becoming aware of any defect in the Lessor's Services to notify the Lessor of that defect;
 - 6.4.5 The use of the Premises and the Common Parts by any Lessee Party;
 - 6.4.6 The carrying out of any additions or alterations or other works to the Premises by any Lessee Party;
 - 6.4.7 The use by any Lessee Party of any car parking facilities permitted by this Lease;
 - 6.4.8 The happening of any accident or event in or about the Premises,
- and the Lessor shall not be liable to the Lessee for any injury loss or damage which may be suffered or sustained to any property or by a Lessee Party on the Premises unless caused by the wilful act or omission of the Lessor its servants or agents.
- 6.5 Comply with all requirements and recommendations of the Lessor's insurer and not do or omit to do anything on or about the Premises which may increase the premium above the ordinary rate or render any additional premium payable for the Lessor's insurance or which may make void or voidable that policy and reimburse the Lessor forthwith on demand any additional premium which may have been paid or become payable by reason of that act or omission together with all expenses incurred by the Lessor in relation to the renewal of any policy of insurance (which shall not form part of the Insurance Cost).
- 6.6 Inform the Lessor of any thing arising from the Lessee's use of the Premises affecting the Lessor's insurances.
- 6.7 If the Building is damaged or destroyed by any of the Insured Risks and the insurance money under the insurance policy is wholly or partially irrecoverable by reason (solely or in part) of any act or default of a Lessee Party the Lessee shall forthwith pay to the Lessor the whole or as the case may require a fair proportion of the cost of rebuilding and reinstating the Building.

R 221A

PART 7 - ALIENATION:

- 7.1 The Lessee shall not assign, transfer, sublet, part with or share possession of the Premises or its interest in the Premises provided that the Lessee may assign this Lease or sub-let with the prior consent of the Lessor (consent not to be unreasonably withheld in the case of a respectable and responsible assignee or sub lessee). A change in effective management or control of the Lessee (if not a listed public company) constitutes an assignment of this Lease.
- 7.2 If the assignee or sub lessee is not a listed public company then the directors and principal shareholders shall if required by the Lessor jointly and severally covenant with the Lessor in the manner set out in Part 12.
- 7.3 Upon any assignment of this Lease the assignee shall if required by the Lessor covenant with the Lessor to observe and perform the Obligations.
- 7.4 Any subletting shall be upon the same terms as this Lease and at a rent which is no less than the Rent and shall be capable of being determined by the Lessor upon determination of this Lease.
- 7.5 Upon any assignment of this Lease the Lessor shall not be obliged to release the Lessee from the Obligations or the Guarantor from Part 12.

PART 8 - DEFAULT AND DETERMINATION:

- 8.1 The Lessor shall be entitled to exercise any of the rights specified in Clause 8.2 if:
- 8.1.1 the Lessee repudiates this Lease:
 - 8.1.2 there is a breach of an essential provision;
 - 8.1.3 the Rent or any other moneys payable by the Lessee to the Lessor pursuant to this Lease are in arrears or unpaid for a period of fourteen (14) days (whether or not demanded);
 - 8.1.4 the Lessee defaults in the performance of an Obligation (not relating to the payment of Rent or other moneys) which is not an essential provision and that default is reasonably capable of remedy and the Lessee fails to comply with a notice giving a period of not less than twenty eight days within which the default must be remedied;
 - 8.1.5 the Lessee is a corporation:
 - (a) an order is made or a resolution is passed for its winding up or proceedings are initiated or a meeting called to obtain any such order or to pass such resolution;
 - (b) a receiver manager or receiver and manager of its undertaking or any part is appointed or an official manager or provisional liquidator is appointed;

- (c) if the Lessee is not a public listed company and without the prior written consent of the Lessor any sale transfer or other disposition of the shares in its issued capital or any issue or allotment of any new shares in its capital or any other act matter or thing occurs is done or performed the effect of which is to transfer directly or indirectly the effective management and control of the Lessee.

8.1.6 the Lessee is an individual and:

- (a) dies or becomes incapable of managing his own affairs;
- (b) is declared bankrupt or makes any arrangement with his creditors; or
- (c) any execution or other process of any Court or other authority issues out against or is levied upon any of the property of the Lessee;

8.1.7 the Lessee stops or threatens to stop payment of its debts or without the prior written consent of the Lessor ceases or threatens to cease to carry on its business;

8.1.8 any warranty or representation expressed in or implied by this Lease or otherwise made by or on behalf of the Lessee to the Lessor prior to entering into this Lease is found to be materially incorrect;

8.1.9 a final judgement is entered in any Court against the Lessee and is not satisfied within twenty eight (28) days;

8.1.10 the Lessee without the prior written consent of the Lessor creates or purports to create any charge or mortgage over its interest in this Lease;

8.1.11 the franchise agreement between the Lessor as franchisor and the Lessee as franchisee for the operation by the Lessee of a Snap printing franchise from the Premises is terminated for any lawful reason.

8.2 Upon the happening of any of the events specified in Clause 8.1 the Lessor may exercise any of the following rights:

8.2.1 to re-enter (forcibly if necessary) the Premises or any part of the Premises in the name of the whole and repossess the Premises as of its former estate and expel and remove the Lessee and all other occupiers without liability for the tort of trespass or to the Lessee for any liability it may incur and without prejudice to any remedies which might otherwise be available to the Lessor to recover arrears of Rent or in respect to any antecedent breach of the Obligations and re-entry shall (unless the Lessor otherwise expressly elects) immediately cause this Lease to determine as if it had expired by effluxion of time but the Lessee shall remain liable for all Rent due to the date of re-entry and for all other moneys due pursuant to this Lease; or

8.2.2 to reduce the Term by giving the Lessee written notice expiring on a date being no earlier than twenty eight days after the date of service of the notice.

8.3 Upon re-entry pursuant to Clause 8.2.1 the Lessor may retain any furniture fittings fixtures or other items belonging to the Lessee in the Premises and the Lessor shall have the right to sell those items by public auction and apply the proceeds of sale towards the payment of any moneys payable to the Lessor pursuant to this Lease and for the purpose of any sale pursuant to the Clause, the Lessee irrevocably appoints the Lessor Attorney of

of any sale pursuant to the Clause, the Lessee irrevocably appoints the Lessor Attorney of the Lessee and authorises the Lessor to do all things necessary to effect any sale and to retain from the proceeds of any sale any amount received until the Lessor has been paid 100 cents in the dollar in respect of the indebtedness of the Lessee to the Lessor.

- 8.4 If any of the events specified in Clause 8.1.5 occurs to any Guarantor being a corporation or if any of the events specified in Clause 8.1.6 occurs to any Guarantor being an individual then the Lessee shall within fourteen (14) days of that event procure an additional guarantee and indemnity of the Obligations (in the form contained in Part 12) by a respectable responsible and solvent person acceptable to the Lessor.

PART 9 - ESSENTIAL PROVISIONS:

- 9.1 The Lessee represents that it will at all times comply with the Obligations and the Lessee acknowledges that the Lessor has entered into this Lease on the basis of that representation.

- 9.2 The following Obligations:

Part 1: Rent and Outgoings: Clauses 1.1. and 1.4
Part 3: Permitted Use and Conduct: Clause 3.1
Part 4: Repair and Maintenance: Clause 4.1
Part 6: Insurance and Indemnities: Clauses 6.1 and 6.4
Part 7: Alienation: Clause 7.1

are essential provisions provided that nothing shall prevent any other Obligations from being construed as essential.

- 9.3 The acceptance by the Lessor of arrears of rent or outgoings does not constitute a waiver of the essential nature of Clauses 1.1 and 1.4.
- 9.4 If there is a breach of an essential provision the Lessor is entitled to recover damages from the Lessee for that breach in addition to any other right to which the Lessor is entitled.
- 9.5 If the Lessee repudiates this Lease or defaults in the performance of an Obligation the Lessee covenants to compensate the Lessor for the loss of or damage suffered by reason of the repudiation or default.
- 9.6 The Lessee indemnifies the Lessor against any liability or loss arising from the Lessee repudiating this Lease or defaulting in the performance of an Obligation.
- 9.7 The Lessor is entitled to recover damages against the Lessee in respect of repudiation of this Lease or default in the performance of an Obligation for damage suffered by the Lessor over the entire period of this Lease.
- 9.8 The Lessee indemnifies the Lessor in respect of repudiation of this Lease or default in the performance of an Obligation against any liability or loss arising from re-entry of the Premises by the Lessor or arising from any difference between the Rent and other

moneys which would have been payable by the Lessee to the Lessor pursuant to this Lease for the unexpired period of the Term and the amount which the Lessor using reasonable endeavours has actually received as rent as at the date of the Lessor's demand from any subsequent occupier of the Premises in respect of the unexpired period of the Term.

- 9.9 The Lessor's entitlement to recover damages or to receive the benefit of an indemnity under this Part is not affected by the Lessee abandoning the Premises, by the Lessor re-entering the Premises or terminating this Lease or converting this Lease to a periodic tenancy, by the Lessor accepting the Lessee's repudiation or by the parties' conduct constituting a surrender by operation of law.

PART 10 - COSTS AND NOTICES:

- 10.1 The Lessee will pay to the Lessor:

10.1.1 on demand, all legal and other costs and disbursements (including stamp duty) incurred by the Lessor in relation to any application by the Lessee for consent to an assignment of this Lease or the granting of a sub-lease or any other dealing with the Lessee's interest herein or any other matter requiring the consent of the Lessor pursuant to an Obligation or in connection with any breach or threatened breach of any Obligation or with any proceeding for enforcement of payment of Rent or any other Obligation.

10.1.2 upon the signing of this Lease the Lessor's legal and other costs and disbursements in connection with the preparation of this Lease and the stamping and registration of it;

10.1.3 all Financial Institutions or similar duty incurred by the Lessor in relation to the payment of the Rent and any other moneys payable pursuant to this Lease.

- 10.2 Service of any notice required or authorised by this Lease may be effected in the manner permitted by Section 170 of the Conveyancing Act, 1919.

PART 11 - LESSOR'S COVENANTS:

- 11.1 The Lessee upon paying the Rent and performing the Obligations shall peaceably hold and enjoy the Premises during the Term without any interference from the Lessor or any person rightfully claiming under or in trust for the Lessor.

- 11.2 The Lessor will use its best endeavours to provide the Lessor's Services on normal working days (excluding public holidays) during normal business hours provided that the Lessor shall not be liable for any failure at any time to provide any of the Lessor's Services.

- 11.3 The Lessor shall endeavour to obtain the consent of any mortgagee having an interest in the premises and shall execute this Lease, and shall use its best endeavours to arrange for its stamping and registration within ninety days after the date on which the Lessee

AA *VAA*

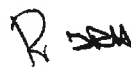
R *MA*

delivers to the Lessor, or to its solicitors, this Lease (in duplicate) duly executed by the Lessee, by the Guarantors, together with a bank cheque in payment of stamp duty, the bank guarantee required by Clause 13 of this Lease, and all of the Lessor's requirements pursuant to the Lease provided that if the Mortgagee's consent has not been obtained and the Lease finally registered within one hundred and eighty (180) days from the date of first execution by the Lessee and the payment of stamp duty and the provision of the bank guarantee, then the Lessee shall have the right by notice in writing to the Lessor to terminate this Lease without prejudice to the Lessee's other rights.

- 11.4 The Lessor shall observe and perform all of its obligations in the Head Lease and will not do or omit or cause permit or suffer to be done or omitted anything which would cause the Lessor to be in breach of any of its obligations of the Head Lease.
- 11.5 The Lessor shall obtain the consent of the Head Lessor to this Lease within sixty (60) days from the date of first execution by the Lessee.

PART 12 - GUARANTEE AND INDEMNITY:

- 12.1 The Guarantor and the Lessee acknowledge that this Lease has been granted by the Lessor at the request of the Guarantor upon condition that the Guarantor guarantees to the Lessor the Obligations. In this Part the Obligations shall also include the payment to the Lessor by the Lessee of mesne profits.
- 12.2 The Guarantor guarantees to the Lessor that the Lessee will perform all the Obligations and in default of performance by the Lessee of any of the Obligations the Guarantor covenants with the Lessor to perform the Obligations or cause them to be performed as if the Obligations were primarily the responsibility of the Guarantor.
- 12.3 The Guarantor indemnifies and keeps indemnified the Lessor from and against all losses damages costs charges liabilities and expenses of whatsoever kind which may at any time be suffered or incurred by the Lessor by reason or in consequence of default by the Lessee in the performance of the Obligations or in consequence of the Lessor attempting to enforce performance of the Obligations.
- 12.4 The Guarantor acknowledges to and agrees with the Lessor that:-
- 12.4.1 This guarantee and indemnity is a continuing guarantee and indemnity and principal obligation between the Guarantor and the Lessor and shall not be affected by any claim or right which the Lessee or the Guarantor may have or purport to have against the Lessor on any account whatsoever.
- 12.4.2 The amount of any moneys from time to time due and payable by it and the performance of its obligations pursuant to this Part shall be paid and performed by the Guarantor in accordance with the provisions of this Lease and if not so specified then on demand by the Lessor.
- 12.4.3 The liability of the Guarantor shall not be avoided or impaired by:

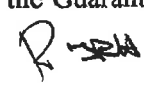


- (a) the Lessor granting time or other indulgence to or making any composition with the Lessee or the Guarantor;
- (b) the Lessee or the Guarantor being wound up or passing a resolution for their respective liquidation or by the appointment of a receiver or liquidator respectively;
- (c) the Lessee or the Guarantor becoming bankrupt or entering into any composition or arrangement with its respective creditors or becoming of unsound mind or dying;
- (d) the Lessee or the Guarantor entering into any composition or arrangement with its respective creditors or assigning its respective estates or any part thereof for the benefit of creditors;
- (e) the Lessor obtaining any further or other covenant security or guarantee for the Obligations from the Lessee or from any other person;
- (f) the Lessor forbearing, neglecting compromising abandoning or failing to exercise any remedy or right for the enforcement of its rights or powers under this Lease or any other security or guarantee;
- (g) any of the covenants of the Lessee or the Guarantor being or becoming illegal invalid void or unenforceable;
- (h) the absence of any notice to the Guarantor of default by the Lessee or the Guarantor or any other person who may become a guarantor;
- (i) the existence of any legal disability of the Lessee or the Guarantor;
- (j) the Lessor waiving any breach or default by the Lessee or the Guarantor;
- (k) the variation, alteration or renewal of the Lease whether or not the variation alteration or renewal was with the consent knowledge or agreement of the Guarantor;
- (l) the Lease not having been registered.

12.4.4 The execution of this Lease by the Guarantor constitutes a consent to and an awareness of the Obligations and any variation compromise or release of the Obligations.

12.4.5 No payment by any person shall operate to discharge or reduce the Guarantor's liability to the Lessor if that payment is or may be or may become voidable as a preference under any law relating to bankruptcy or the winding up of companies or other corporate entities and no grant of discharge or release consequent upon such a payment shall discharge the liability of the Guarantor.

12.4.6 The Guarantor's liability hereunder shall not be affected by any claim or right to set off or cross action which the Lessee or the Guarantor may respectively have



or claim to have against the Lessor on any account nor shall the Guarantor be entitled to any set off against the Lessor.

12.5 The Guarantor:

12.5.1 covenants that upon the bankruptcy or liquidation of the Lessee the Guarantor will not prove in any such bankruptcy or liquidation in competition with the Lessor and the Guarantor irrevocably appoints the Lessor the Attorney of the Guarantor and authorises the Lessor to prove for all moneys which the Guarantor has paid on behalf of the Lessee or is entitled to receive from the Lessee or the estate of the Lessee and to retain and to carry to a suspense account and appropriate at the discretion of the Lessor any amount received until the Lessor has been paid one hundred cents in the dollar in respect of the indebtedness of the Lessee or the Guarantor as the case may be;

12.5.2 waives all rights inconsistent with the provisions of this Part including rights as to contribution and subrogation which the Guarantor might otherwise as surety be entitled to claim and enforce; and

2.5.3 covenants with the Lessor that so far as is within its power and is permissible by law to do all things as may be reasonably required by the Lessor to give effect to the provisions of this Part.

12.6 The Guarantor covenants with and acknowledges to the Lessor that the guarantee and indemnity expressed in this Part shall enure for the benefit of the Lessor and its successors and assigns and that the Guarantor will at the request of the Lessor at any time enter into a deed with any transferee of the Building from the Lessor confirming this guarantee and indemnity to such transferee.

PART 13 - BANK GUARANTEE:

13.1 The Lessee shall deliver or cause to be delivered to the Lessor, on or before execution of this Lease, the Bank Guarantee.

13.2 If the Lessee defaults in the performance of any Obligation or if mesne profits are owed to the Lessor then the Lessor, after having given to the Lessee at least twenty four hours notice in writing of the breach relied on by the Lessor and of its intention to make demand under the Bank Guarantee is authorised to demand that the guaranteeing bank pay to the Lessor the amount that (in the opinion of the Lessor) is due to the Lessor.

13.3 The Lessor shall be entitled to recover Rent and damages for breach of covenant without being limited to the amount secured under the Bank Guarantee.

13.4 Any demand made shall not constitute a waiver by the Lessor of any default or shall not prejudice any other right of the Lessor.

13.5 Should any amount of the Bank Guarantee be demanded from time to time by the Lessor then the Lessee shall upon demand by the Lessor provide to the Lessor a further Bank



Guarantee for the amount demanded in order to reinstate the amount of the Bank Guarantee.

- 13.6 The Lessor shall return the Bank Guarantee to the Lessee on expiry or termination of this Lease subject to the Lessee vacating the Premises and otherwise complying with the Obligations (unless Clause 13.3 applies).

PART 14 - ANCILLARY RIGHTS, EXCEPTIONS AND RESERVATIONS:

- 14.1 This Lease includes the rights specified in Item 17 and if the right to park cars in the carparking areas of the Building is specified the following provisions shall apply:

14.1.1 The Lessee shall park cars only in the carparking area in the positions designated by the Lessor.

14.1.2 The Lessee shall have the right to identify its car parking spaces by painting appropriate identifying numbers letters or names in its spaces or by erecting at its own expense and with the consent in each case of the Lessor appropriate identifying name plates adjacent to each space and the Lessee covenants to remove its signs or painting at its own expense on the termination of this Lease and to make good any damage.

4.1.3 The Lessee shall not permit or allow any car to be cleaned greased oiled washed or repaired in any part of the Building.

14.1.4 The Lessee shall not store or permit or suffer to be stored or kept in any part of the Building any petrol or other inflammable fuel except as is contained in the petrol or other fuel feed tanks forming a permanent part of a car.

14.1.5 The Lessor shall not be held responsible for the loss of or damage to any car or for the loss of or damage to any article or thing in or upon any car or for any injury to any person howsoever that loss damage or injury may arise or be caused.

- 14.2 There is excepted and reserved from this Lease:

14.2.1 the right at all times upon giving reasonable prior notice to the Lessee (except in the case of emergency where no notice shall be required) for the Lessor to enter the Premises for any purpose in connection with its rights duties and obligations expressed in or implied by this Lease;

14.2.2 the free and uninterrupted passage and running at all times of water oil gas electricity and other services from and to the Premises and any adjoining or neighbouring premises whether belonging to the Lessor or not through and along the conduits which are now or may hereafter be in the Premises and the right for the Lessor to lay move remove replace and maintain those conduits;

14.2.3 all rights of light or air now subsisting or which might (but for this exception) be acquired over any neighbouring land or premises; and



14.2.4 as may be specified in the Certificate of Title for the Premises.

14.3 The Lessee shall have the right to use the Common Parts for their designated use in common with other authorised persons.

PART 15. INTERPRETATION AND DEFINITIONS:

15.1 A reference to:

5.1.1 this Lease includes the Reference Schedule to this Lease;

15.1.2 an Item means the respective Item in the Reference Schedule;

15.1.3 a Clause or Part means the respective Clause and Part of this Lease;

15.1.4 a word importing the singular includes the plural number and vice versa;

15.1.5 a statutory provision includes that provision as amended or re-enacted (either before or after the date of this Lease) from time to time;

15.1.6 a party to this Lease includes the legal personal representatives or permitted assigns of that party;

15.1.7 a determination by a Valuer or other independent person of any dispute or matter arising pursuant to this Lease means a determination by that person acting as an expert and not as an arbitrator.

15.2 Where commencing with a capital letter:

15.2.1 **"Bank Guarantee"** means the banker's guarantee or undertaking in a form reasonably acceptable to the Lessor to secure the performance by the Lessee of the Obligations for the amount specified in Item 16.

15.2.2 **"Building"** means the land specified in Item 1, improvements erected on the land and Lessor's fixtures and fittings (including any part of the Building) as modified extended or altered at any time.

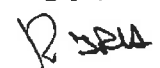
15.2.3 **"Common Parts"** means those parts of the Building provided by the Lessor from time to time for common use by the occupants of the Building including the entrances, lobbies, corridors, stairways, car parking areas, lifts, tea-rooms, washrooms and toilets.

15.2.4 **"Decorate"** means to clean, repair and prepare in a good and workmanlike manner and then to paint in colours approved by the Lessor (approval not to be unreasonably withheld) with at least two coats of paint all parts of the Premises previously painted and to paper varnish and otherwise treat all parts of the Premises previously treated in a manner approved by the Lessor (approval not



to be unreasonably withheld) and to carry out all work using good quality materials.

- 15.2.5 **"Environmental Protection Law"** means any statute, rule, order, regulation, ordinance, instruction, directive, authority, permit or licence regulating the discharge, emission, release, discarding or escape of any Pollutant.
- 15.2.6 **"Estimate"** means the reasonable written estimate of Outgoings by the Lessor.
- 15.2.7 **"Further Term"** means the period specified in Item 9.
- 15.2.8 **"Guarantor"** means the person specified in Item 15.
- 15.2.9 **"Index Number"** means the Consumer Price Index Number for Sydney (All Groups) as published from time to time by the Australian Bureau of Statistics or any official substitution for that number.
- 15.2.10 **"Insurance Cost"** means insurance premiums and other fees and charges (including stamp duties and statutory fees) arising from insuring the Building for the amount which the Lessor reasonably considers from time to time to be the full reinstatement value of the Building against the Insured Risks, loss of Rent and Outgoings, employers' risks, public liability and plate glass.
- 15.2.11 **"Insured Risks"** means fire lightning storm tempest and other risks against which the Lessor from time to time reasonably considers expedient to insure the Building, including the costs of demolition and removal of debris, and other incidental costs.
- 15.2.12 **"Lessee"** means the person referred to as the lessee on the front page of this Lease and includes its successors in title and permitted assigns.
- 15.2.13 **"Lessee Party"** means the Lessee and its servants agents employees contractors or visitors (whether or not by invitation) and any person claiming through or under the Lessee or any person under the control or direction of the Lessee.
- 15.2.14 **"Lessee's Percentage"** means the percentage specified in Item 8.
- 15.2.15 **"Lessor"** means the person referred to as the Lessor on the front page of this Lease and includes the persons for the time being entitled to the reversion immediately expectant upon expiry of the Term.
- 15.2.16 **"Lessor's Services"** means lighting power heating airconditioning ventilation management caretaking cleaning security lifts elevators and landscaping (including any contract for the provision of any service) and any other service or facility from time to time provided by the Lessor (at its discretion) for the benefit of the Lessee notwithstanding that service may also be of benefit to the Lessor or other occupants of the Building.
- 15.2.17 **"Obligations"** means all of the obligations of the Lessee both in law and equity to the Lessor pursuant to this Lease, including payment of Rent and all other



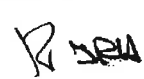
moneys payable by the Lessee to the Lessor pursuant to this Lease or pursuant to any tenancy arising as a result of the Lessee holding over with the consent of the Lessor, or the performance and observance of any other provision.

15.2.18 **"Outgoings"** means:

- (a) rates taxes (including Land Tax on the basis specified in Section 26 of the Retail Leases Act, 1994) charges impositions and fees payable by the Lessor to any government or authority in respect of the Building charged to or payable by the Lessor provided that if the Building is not separately assessed or charged in respect of any such rate tax charge imposition or fee there shall be included in the Outgoings the Lessor's estimate (which shall be final and binding on the Lessee except in the case of manifest error) of the rates taxes charges impositions or fees (as the case may be) attributable to the Building;
- (b) charges incurred by the Lessor in relation to the supply and usage of electricity, gas, water sewerage and drainage to and the removal of waste and garbage from the Building provided that if the Building is not separately charged rated or metered in respect of any service there shall be included in the Outgoings the Lessor's estimate (which shall be final and binding on the Lessee except in the case of manifest error) of the charges attributable to the Building;
- (c) charges for lighting, power, heating, air conditioning and ventilation incurred by the Lessor in relation to the Building;
- (d) Lessor's Services;
- (e) Insurance Cost;
- (f) if the Premises are or become subject to the Strata Titles Act, 1973, levies and other charges, other than those for capital costs, made by the Body Corporate in respect of the lot comprising the Premises or the lot of which the premises forms part;
- (g) charges incurred by the Lessor for maintenance and repairs to the Building other than structural maintenance and repairs and other than capital costs, but not exceeding ten per centum (10%) of the aggregate of Outgoings (excluding this item) provided that the maintenance and repairs do not arise or become necessary due to the neglect or default of the Lessee.

15.2.19 **"Pollutant"** means any hazardous material or contaminant whether in solid, liquid or gaseous form which on discharge, emission, release, discarding or escape may give rise to a contamination of the physical, chemical or biological condition of the atmosphere, land or water.

15.2.20 **"Premises"** means that part of the Building being the premises referred to on the front page of this Lease (including any part of the Premises) which for the



purposes of obligation as well as grant exclude any Common Parts but include the surface of all internal walls floors and ceilings and all floor and wall coverings, all doors and door frames, all windows and window frames, all internal partitioning (erected by the Lessor or the Lessee or any other person at any time) and all the Lessor's fixtures and fittings in the Premises (including any lighting power heating air conditioning and ventilation plant and equipment exclusively serving the Premises).

15.2.21 **"Rent"** means the amount specified in Item 2 as reviewed from time to time.


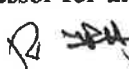
15.2.22 **"Rent Commencement Date"** means the date specified in Item 4.

15.2.23 **"Review Dates"** means the dates specified in Item 5.

15.2.24 **"Specified Rate"** means the rate which is three per centum above the annual interest rate from time to time charged by the Lessor's principal bankers on unarranged overdrafts of more than \$100,000.00.

15.2.25 **"Term"** means the term granted by this Lease.

15.2.26 **"Valuer"** means a valuer who is a member of not less than five (5) years standing of the Australian Institute of Land Valuers and Economists (NSW Division) Inc with experience in assessing properties of the same nature as the Premises.

 15.2.27 **"Head Lease"** means the lease of the Premises from Georgio Altomonte Holdings Pty Limited to the Lessor for the term of four years commencing on the 15th March ~~1996~~ 2000 

15.2.28 **"Head Lessor"** means Georgio Altomonte Holdings Pty Limited.

15.3 When two or more persons comprise the Lessee or Guarantor all the provisions of this Lease bind those persons jointly and each of them severally and also bind the respective personal representatives assigns and successors in title of each of them jointly and severally.

15.4 The covenants powers and provisions implied in leases by virtue of the Conveyancing Act, 1919 (as amended) are expressly negatived except in so far as they are included in this Lease.

15.5 A reference to the Lessor includes a reference to any superior lessor or any mortgagee from the Lessor or any superior lessor of the Premises:

15.5.1 where there are rights easements and reservations exercisable by or benefiting the Lessor;

15.5.2 where there is an obligation to obtain consent from the Lessor; and

15.5.3 where there are any indemnities in favour of the Lessor.

- 15.6 An Obligation not to do or omit any act or thing extends to an obligation not to permit any third party to do or omit the same.
- 15.7 A reference to the Lessor includes a reference to the Body Corporate if the Premises become subject to the Strata Titles Act, 1973.
- 15.8 An approval consent permission or notice required by this Lease is not valid unless in writing.
- 15.9 Marginal notes and headings are for the purpose of identification only and not to be considered in the interpretation of this Lease.
- 15.10 This Lease shall be interpreted in accordance with the laws of New South Wales.
- 15.11 The Lessor shall be entitled to exercise any right on its behalf expressed in or implied by this Lease by itself, its employees agents servants or contractors.
- 15.12 To the extent permitted by law the application to this Lease of any moratorium or other statute ordinance rule or regulation which reduces or postpones the payment of rent or extends the Term or otherwise affects the operation of any of the provisions of this Lease to the detriment of the Lessor is expressly excluded and negated.
- 15.13 Any provision of this Lease which is or shall be or become in breach of the Trade Practices Act, 1974 or any other statute rule or regulation and in consequence of that breach is void voidable unenforceable or invalid shall for so long as it is in breach be severable from this Lease and this Lease shall be interpreted as if that provision was not expressed in it.

R. J. M.

[Signature]

INDEX

	PAGE NO.
REFERENCE SCHEDULE	1
PART 1. RENT AND OUTGOINGS:	3
PART 2. HOLDING OVER AND OPTION FOR FURTHER TERM:	6
PART 3. PERMITTED USE AND CONDUCT:	6
PART 4. REPAIR AND MAINTENANCE:	9
PART 4A. FURTHER COVENANTS BY THE LESSEE	11
PART 5. DESTRUCTION:	12
PART 6. INSURANCES AND INDEMNITIES:	12
PART 7. ALIENATION:	14
PART 8. DEFAULT AND DETERMINATION:	14
PART 9. ESSENTIAL PROVISIONS:	16
PART 10. COSTS AND NOTICES:	17
PART 11. LESSOR'S COVENANTS:	17
PART 12. GUARANTEE AND INDEMNITY:	18
PART 13. BANK GUARANTEE:	20
PART 14. ANCILLARY RIGHTS, EXCEPTIONS AND RESERVATIONS:	21
PART 15. INTERPRETATION AND DEFINITIONS:	22





THIS IS ANNEXURE 'B' TO SUBLEASE DATED THE 30th DAY OF ~~October~~ 2000

BETWEEN SNAP FRANCHISING LIMITED ("LESSOR")

AND FITE HOLDINGS PTY LIMITED ("LESSEE")

AND TIMOTHY ROBERT HOSKINS and
— VICTORIA MARGARET HOSKINS — ("GUARANTORS")

EXECUTED AS A DEED

The common seal of Snap Franchising
Limited is affixed in accordance with
its Articles of Association
in the presence of:)
)
)
)



Timothy R. Hoskins
Signature of authorised person

R. Liversage
Signature of authorised person

Chief Executive Officer
Office held

Company Secretary
Office held

TIMOTHY ROBERT HOSKINS
Name of authorised person

ROY LIVERSAGE
Name of authorised person

The common seal of Fite Holdings
Pty Limited is affixed in accordance
with its Articles of
Association in the presence of:)
)
)
)



[Signature]
Signature of authorised person

Victoria M. Hoskins
Signature of authorised person

DIRECTOR
Office held

DIRECTOR
Office held

TIMOTHY R. HOSKINS
Name of authorised person

VICTORIA M. HOSKINS
Name of authorised person

Signed sealed and delivered by
TIMOTHY ROBERT HOSKINS
in the presence of:

)
)
)
)

M. A. Corones
Signature of Witness

[Signature]
Signature of Guarantor

MARK CORONES
Name of Witness (print)

Signed sealed and delivered by
VICTORIA MARGARET HOSKINS
in the presence of:

)
)
)

M. A. Corones
Signature of Witness

[Signature]
Signature of Guarantor

MARK CORONES
Name of Witness (print)

THIS IS ANNEXURE 'C' TO SUBLEASE DATED THE 30th DAY OF OCTOBER 2000

BETWEEN SNAP FRANCHISING LIMITED ("LESSOR")

AND FITE HOLDINGS PTY LIMITED ("LESSEE")

AND TIMOTHY ROBERT HOSKINS and
VICTORIA MARGARET HOSKINS ("GUARANTORS")

The Head Lessor, Georgio Altomonte Holdings Pty Limited, hereby consents to the grant of this sublease.

The common seal of Georgio Altomonte Holdings Pty Limited is affixed in accordance with its Articles of Association in the presence of:)
)
)
)



JHB
Signature of authorised person

Signature of authorised person

Secretary
Office held

Director
Office held

JAMES HENRY SNIBBS
Name of authorised person

GEORGE ALTOMONTE
Name of authorised person

leases/snapsubl

Ref: /Src:U

Form: 97-07L

Licence: 026CN/0537/96

LEASENew South Wales
Real Property Act 1900**7625908G**Instructions for filling out
this form are available
from the Land Titles
Office

Office of State Revenue use only

NEW SOUTH WALES DUTY

12-04-2001

0000588051-001

LEASE - GENERAL

DUTYABLE AMOUNT \$ *****3102,700.00

DUTY

\$ *****359.45

(A) PROPERTY LEASEDShow no more than
20 titles.If appropriate, specify
the part or premises.

Folio Identifier 1/654047

PART being Suite 3, 870 Pacific Highway Gordon 2072**(B) LODGED BY**

LTO Box

Name, Address or DX and Telephone

//2//

IW

Ralph Fitzgerald, Solicitor

PO Box 426

Gordon NSW 2072

Tel: 9418 5511 Fax: 9418 1860

REFERENCE (15 character maximum):

(C) LESSOR GEORGIO ALTOMONTE HOLDINGS PTY LIMITED ABN 18 000 798.943**(D)** The lessor leases to the lessee the property described above.

Encumbrances (if applicable) 1. //6//

2.

3.

4.

(E) LESSEE

L

CAMPO'S SPORT AND LEISUREWEAR PTY LIMITED ACN 060 662 124

(F)

TENANCY: //11//

(G) 1. TERM: Three (3) years2. **COMMENCING DATE:** 1 February 20013. **TERMINATING DATE:** 31 January 20044. With an **OPTION TO RENEW** for a period of three (3) years set out in Clause 2.1.5. With **NO OPTION TO PURCHASE**.6. Together with and reserving the **RIGHTS** set out in Annexure "A".7. Incorporates the provisions set out in **ANNEXURE "A"** hereto.

8. Deleted.

Stamp Duty 359.45 paid

(H) DATE 30 March 2001

We certify this dealing correct for the purposes of the Real Property Act 1900.

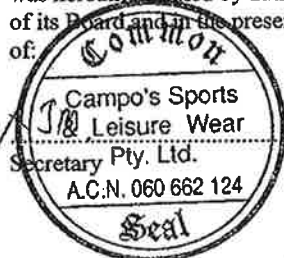
THE COMMON SEAL of
GEORGIO ALTOMONTE HOLDINGS PTY LTD
was hereunto affixed by authority
of its Board and in the presence
of:



Secretary
Director

A.G. ALTOMONTE

THE COMMON SEAL of
CAMPO'S SPORT AND LEISUREWEAR PTY LTD
was hereunto affixed by authority
of its Board and in the presence
of:



Director

David Campese, Director

Daryl MacGrew, Director

(I) **STATUTORY DECLARATION**

I solemnly and sincerely declare that the time for the exercise of the Option to *//21a// Renew * //21b// Purchase* in expired lease No. //22// has ended and the lessee under that lease has not exercised the option.

I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths Act 1900.

Made and subscribed at in the State of New South Wales on 1997 in the presence of

Signature of Witness

Name of Witness (BLOCK LETTERS)

Address and Qualification of Witness

Signature of Lessor

THIS AND THE FOLLOWING 27 PAGES IS ANNEXURE "A" TO DEED OF LEASE DATED
THE 30th DAY OF March 2001
BETWEEN GEORGIO ALTOMONTE HOLDINGS PTY LIMITED ("LESSOR")
AND CAMPO'S SPORT AND LEISUREWEAR PTY LIMITED ("LESSEE")
AND DARYL MACGRAW,
DAVID CAMPESE AND JULIE MACGRAW ("GUARANTORS")

THE REFERENCE SCHEDULE

ITEM 1: BUILDING

Certificate of Title Folio Identifier 1/654047
known as 870 Pacific Highway, Gordon

ITEM 2: RENT:

Twenty seven thousand eight hundred and seventy five dollars (\$27,875.00)
per annum plus GST.

ITEM 3: INSTALMENTS OF RENT:

Equal calendar monthly instalments of \$2,322.92 plus carparking \$120.00, plus
GST, \$244.29 making a total of \$2,687.21 per month.

ITEM 4: RENT COMMENCEMENT DATE:

1 February 2001.

ITEM 5: REVIEW DATES:

<u>Date</u>	<u>Manner of Rent Review</u>
1 February 2002	Percentage or CPI
1 February 2003	Percentage or CPI

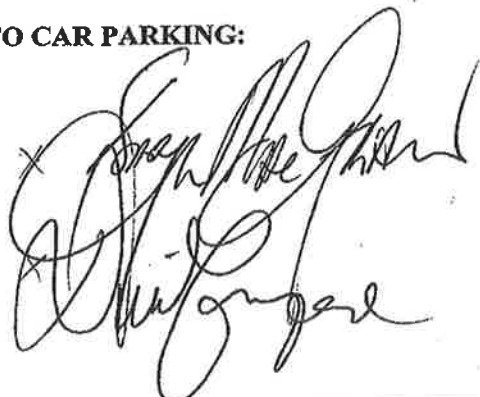

ITEM 6: PERCENTAGE RATE FOR INCREASE(S):

Five (5) %

ITEM 7: INITIAL AMOUNT ATTRIBUTABLE TO CAR PARKING:

\$120.00 per month.


Page 1 of 28 pages

ITEM 8: LESSEE'S PERCENTAGE OF OUTGOINGS:

NIL.

ITEM 9: FURTHER TERM:

Three (3) years, commencing on 1 February 2004.

ITEM 10: REVIEW DATES FOR FURTHER TERM:

<u>Date</u>	<u>Manner of Rent Review</u>
1 February 2005	Percentage or CPI
1 February 2006	Percentage or CPI

ITEM 11: PERMITTED USE:

Offices.

ITEM 12: ACCESS TIMES:

At all times subject to the Lessee complying with the Obligations.

ITEM 13: DECORATION TIMES:

31 December 2003
31 December 2006

ITEM 14: PUBLIC LIABILITY COVER:

Ten Million Dollars (\$10,000,000-00)

ITEM 15: GUARANTOR:

Daryl MacGraw, of 22 Wahroonga Avenue, Wahroonga 2076.
Julie MacGraw, of 22 Wahroonga Avenue, Wahroonga 2076.
David Campese OF 42 "THE FORUM" NORTON ST. MACHINISTS

ITEM 16: AMOUNT OF BANK GUARANTEE:

NIL.

ITEM 17: ANCILLARY RIGHTS:

The right to park two motor vehicles in spaces nominated by the Lessor from time to time.

PART 1 - RENT AND OUTGOINGS:

1.1 The Lessee shall:

- 1.1.1 pay the Rent to the Lessor during the Term without deduction or demand by equal calendar monthly instalments as specified in Item 3 (or as reviewed pursuant to this Lease) in advance on the first day of each month during the Term. When the commencement date of the Term is not the first day of the month, then the first instalment is to be paid on the commencement date of the Term by an instalment being the sum of the proportionate part of the monthly instalment until the commencement date of the next calendar month plus the monthly instalment in respect of that next calendar month. Subsequent calendar monthly instalments shall be payable on the first day of each month. When the commencement day of the Term is not the first day of the month then the last instalment shall be the proportionate part of the monthly instalment until the last day of the Term.
- 1.1.2 if the Lessor requires pay the Rent by bank authority to an account nominated from time to time by the Lessor.
- 1.1.3 if any Rent or other moneys whether or not in the nature of rent payable by the Lessee to the Lessor pursuant to this Lease remain unpaid for seven (7) days after they have become due (whether demanded or not) pay to the Lessor interest calculated daily on any amounts remaining unpaid at the Specified Rate from the earlier of the date those moneys first became due by the Lessee or are outlaid or incurred by the Lessor (as the case may be) to the date upon which those moneys are paid or reimbursed to or recovered by the Lessor (both days inclusive). The Lessor shall be entitled to recover any such interest as rent in arrears. The Lessee acknowledges that the payment to or the demand receipt or recovery by the Lessor of that interest shall not prejudice or otherwise affect the Lessor's other rights upon the default by the Lessee in paying the Rent or any other moneys.

1.2 The Rent shall be reviewed on each of the Review Dates in the following manner:

- 1.2.1 On each Review Date specified in Item 5 as a Market Review Date the Rent shall increase to the amount agreed by the Lessor and the Lessee as the current market rent of the Premises at the relevant Review Date for the year commencing on that date as between a willing Lessor and a willing Lessee with vacant possession for a term equal to the sum of the Term and the Further Term and upon the terms and conditions of this Lease PROVIDED THAT if the current market rent of the Premises is less than the Rent, then the Rent shall not be reduced. If no agreement is reached prior to the Review Date the current market rent shall be determined by a Valuer who shall:
 - (a) take no account of the value of any goodwill attributable to the Lessee's business and the value of the Lessee's fixtures and fittings in the Premises;
 - (b) take no account of any deleterious condition of the Premises if such condition results from any breach of any Obligation;
 - (c) take account of the provisions of this Lease;

- (d) take account of the current market rent of comparable premises in the Building, comparable premises in the vicinity of the Building, and other premises of a quality size and location similar to the Premises;
- (e) assume that the Premises are fit for immediate occupation and use even if work has been carried out by the Lessee or subtenant which has diminished the current market rent of the Premises and if the Premises are destroyed or damaged as if they had been fully restored and were in tenantable repair;
- (f) assume that the Premises are available to be let by a willing landlord to a willing tenant as a whole without premium but with vacant possession and subject to the provisions of this Lease for a term equal to the Term and Further Term of this Lease;
- (g) assume that all Obligations have been fully performed;
- (h) where the Premises are more than one floor take account of the Premises on a floor-by-floor basis;
- (i) take no account of any difference in the annual open market rental that is accountable to fluctuations caused by any subleasing of the Premises;

1.2.2 On each Review Date specified in Item 5 as a Percentage Review Date the Rent shall increase by the relevant percentage specified in Item 6.

1.2.3 On each Review Date specified in Item 5 as a Consumer Price Index Review Date the Rent shall increase by the percentage that the Index Number has increased since the last Review Date (or in the case of the first Review Date since the commencement date of the Term). For the purposes of ascertaining the increase the relevant Index Number shall be in the case of the first Review Date, the Index Number for the quarter immediately prior to the commencement date of the Term and in the case of each subsequent Review Date the Index Number for the quarter immediately prior to the last Review Date. An Index Number will be the relevant number notwithstanding that its date of publication may be after the relevant Review Date.

1.2.4 Where more than one method of review is specified for any Review Date in Item 5 then the Rent shall increase by the amount calculated by using the method of review which gives the greatest increase in Rent from the methods specified.

1.2.5 For the purpose of Clause 1.2 the amount of the Rent at the commencement of the Term which is attributable to the right to park cars in the Building (pursuant to Clause 14.1) is specified in Item 7.

1.3 Any delay in agreeing or determining Rent shall not prejudice the Lessor's right subsequently to require the Rent to be reviewed in accordance with this Lease. Where there is a delay in agreeing or determining Rent the Lessee shall:

- (a) continue to pay Rent at the rate payable immediately prior to the relevant Review Date up to the date of agreement or determination;

- (b) within seven (7) days after the Rent is agreed or determined pay an amount equal to any increase for the period from the relevant Review Date to the date of agreement or determination;
 - (c) pay interest on and at the same time as the amount payable pursuant to Clause 1.3(b) calculated at the Specified Rate from the date of agreement or determination to the date of its payment; and
 - (d) pay the Rent as increased or the new rent (as the case may be) from the date any such increase is agreed or determined.
- 1.4 The Lessee covenants with the Lessor to pay the Lessee's Percentage of Outgoings to the Lessor as follows:
- 1.4.1 For the purposes of this Clause a reference to a year shall mean a period of twelve (12) months commencing on the same day as the Term or such other date as the Lessor may at any time elect.
 - 1.4.2 At least one month before the beginning of each year which is wholly or partly within the Term the Lessor shall give to the Lessee the Estimate in respect of that year.
 - 1.4.3 For each year (or part of a year) during the Term the Lessee shall pay to the Lessor on account of the Lessee's Percentage of Outgoings for that year the Lessee's Percentage of the Estimate (or if the year to which the Estimate relates is partly outside the Term that part of the Estimate as is attributable to that part of the year within the Term) by equal monthly instalments in advance throughout the year to which the Estimate relates or that part of that year which is within the Term (as the case may be). Instalments shall be paid on the same day of the month that the instalments of Rent are payable pursuant to this Lease or such other day as the Lessor may from time to time specify to the Lessee.
 - 1.4.4 Within three months after the end of each year during the Term and if Term expires or is determined during a year immediately after the end of that year (or as soon as is practicable) the Lessor shall give the Lessee a report showing the total of the actual Outgoings for that year (or if the year to which the statement relates is partly outside the Term such amount of the actual Outgoings as is attributable to that part of the year within the Term) and also showing the amount due to the Lessor or the Lessee (as the case may require after taking account of any payments by the Lessee pursuant to an Estimate) which amount shall be paid within one month after the end of each year.
 - 1.4.5 If any amount is due to the Lessee pursuant to Clause 1.4.5 and if the Lessee owes the Lessor any arrears or other money pursuant to the Lease, then the Lessor may apply any moneys payable to the Lessee pursuant to Clause 1.4.5 towards those arrears or other moneys owing, and if the Lessor does this he shall account to the Lessee for the amount appropriated.
- 1.5 Clause 1.4 shall survive the expiry or termination of this Lease for the purpose of making any balancing adjustment to Clause 1.4.4.

- 1.6 The Lessee shall pay for all services supplied or provided to the Premises (including gas, electricity water telephones and telex) provided that if the Premises are not separately metered or charged in respect of that service (and the cost of such service is not included in the Outgoings) the Lessor may pay for the provision of that service and if so the Lessee shall forthwith pay to the Lessor the Lessor's estimate (which shall be final and binding on the Lessee except in the case of manifest error) of the cost of the provision of that service attributable to the Premises.
- 1.7 If the Premises become subject to the Strata Titles Act, 1973 Item 8 is amended by deleting the specified percentage and by inserting "100%".

PART 2 - HOLDING OVER AND OPTION FOR FURTHER TERM:

- 2.1 If the Lessee continues to occupy the Premises after the expiration of the Term, with the consent of the Lessor, otherwise than pursuant to a further lease expressly granted by the Lessor to the Lessee, it shall do so as a monthly tenant only, at a rent payable monthly in advance equal to one-twelfth of the Rent last payable during the Term reviewed to the amounts determined in accordance with clause 1.2.3 as if the expiry of the Term was a Review Date and thereafter on each anniversary of the expiry of the Term in the same manner. The tenancy shall be terminable at any time by either party giving to the other one (1) month's written notice but otherwise shall be subject to the provisions of this Lease as are consistent with a monthly tenancy.
- 2.2 If the Lessee gives the Lessor not more than six (6) and not less than three (3) months written notice before the expiry of the Term that it wishes to renew this Lease for the Further Term and provided that the Lessee has performed and observed the Obligations during the Term then the Lessor shall upon the expiry of the Term grant to the Lessee a lease for the Further Term upon the same provisions as this Lease but amended as follows:
 - 2.2.1 The amount specified in Item 2 shall be the amount determined in accordance with Clause 1.2.1 as if the commencement date of the Further Term was a Review Date.
 - 2.2.2 The date to be specified in Item 4 shall be the commencement date of the Further Term.
 - 2.2.3 The dates and words to be specified in Item 5 shall be the dates and words specified in Item 10 of this Lease.
 - 2.2.4 There shall be no option of renewal, so that this Clause 2.2 shall be deleted and Item 9 and Item 10 shall read "Not applicable", and Clause 17.5 shall be deleted.

PART 3 - USE OF AND CONDUCT ON PREMISES:

3. The Lessee shall:
 - 3.1 Not use the Premises:
 - 3.1.1 for any purpose other than as specified in Item 11;

- 3.1.2 for any illegal purpose or for any purpose in contravention of any approval consent or zoning by any competent authority;
- 3.1.3 as a dwelling or sleeping place or keep any animals birds or other livestock thereon;
- 3.1.4 for an auction sale;
- 3.1.5 except during the times specified in Item 12.
- 3.2 Not without the prior written consent of the Lessor (who may require plans and details as it considers necessary to be submitted to it by the Lessee) make or permit or suffer any alteration or addition whatsoever to the Premises (including the erection, demolition, installation, or alteration of any partitioning within the Premises) or mark drill cut main injure or deface or in any way damage the Premises, and at the end of the Term or any further Term if the Lessor so requires remove those alterations and additions and restore the Premises to their condition prior to the making of those alterations and additions to the satisfaction of the Lessor and at the cost of the Lessee.
- 3.3 Comply with:
 - 3.3.1 the regulations relating to fire and fire prevention of the Fire Brigade and any competent authority; and
 - 3.3.2 any statute regulation ordinance and by-law and the requirements of every government or other competent authority.
- 3.4 Not cause any damage to or obstruction of the Building the Common Parts or any road serving the Building and not place or store any goods outside the Premises.
- 3.5 Not erect or display any sign or advertisement on the Building or the outside of the Premises or within the Premises so that the sign or advertisement can be seen from outside the Premises without the prior written consent of the Lessor (consent not to be unreasonably withheld) and the consents of all competent authorities and upon the termination of this Lease to remove all signs and advertisements.
- 3.6 Not use the lavatories conveniences and water apparatus in the Premises for any purpose other than those for which they were constructed and on demand pay to the Lessor an amount sufficient to compensate the Lessor for damage resulting from misuse by the Lessee.
- 3.7 Not without the written consent of the Lessor bring into install use place or permit or suffer to be brought into the Premises plant machinery or other articles which may cause undue noise or vibrations or which are of a weight or size which may cause damage directly or indirectly to the Premises.
- 3.8 Not bring on to the Premises any dangerous inflammable explosive noxious or offensive substance except in accordance with the purpose specified in Item 11 and provided that the Lessee ensures that all proper and prudent measures are taken in the storage and use of the substance and that the Lessor is previously notified of the nature and extent of the substance brought on to the Premises.

- 3.9 Not do any act or thing which in the reasonable opinion of the Lessor may be offensive or cause a nuisance damage or annoyance or inconvenience to the Lessor or to the owners lessees or occupiers of any adjoining or neighbouring premises or land.
- 3.10 Not overload the electric wires and cables serving the Premises.
- 3.11 Give to the Lessor full particulars of any licence consent permission notice order requirement recommendation or proposal given or issued in respect of or in connection with the Premises by any competent authority within seven (7) days of its receipt by the Lessee.
- 3.12 Comply with any reasonable regulations the Lessor may make for the more efficient management of the Building (including its security and that of its lessees and occupants).
- 3.13 Observe and perform any restrictions stipulations and covenants referred to in the Certificate of Title for the Building.
- 3.14 Not obstruct any of the windows or ventilators belonging to the Premises nor to permit any new window or ventilator or other encroachment or easement of which the Lessee is aware to be made against or over the Premises.
- 3.15 In carrying out any construction fitting out reinstatement or removal works or alterations to the Premises:
 - 3.15.1 ensure that the works and alterations are carried out in a good and workmanlike manner by licensed and reputable tradepersons; and
 - 3.15.2 immediately repair and reinstate any damage caused in carrying out the works or alterations to the satisfaction of the Lessor.
- 3.16 Observe the covenants on the part of the Lessee contained in any head lease (except those relating to the payment of rent or insurances and those which are inconsistent with the Obligations).
- 3.17 Keep the premises free and clear of pests and vermin and if requested by the Lessor have the Premises treated regularly for the eradication of pests and vermin.
- 3.18 Obtain maintain and renew from time to time all licences permits consents and registrations required to lawfully use the Premises for the purpose specified in Item 11.
- 3.19 The Lessee shall not permit or suffer any Pollutant to escape or be released into or from the Premises or Building or any part thereof and shall comply with all Environmental Protection Laws to which it is subject pursuant to its occupation of the Premises.
- 3.20 The Lessee shall give the Lessor notice in writing of all notices or restraining orders issued in respect of the Building or Premises pursuant to any Environmental Protection Law.
- 3.21 The Lessee shall permit the Lessor at any time to enter the Premises and affix upon any external parts of the Premises noticeboards or other signs advertising any proposed sale and during the last six months of the Term the reletting of the Premises, and the Lessee shall not remove or obscure those notices. The Lessee shall permit the Lessor and those authorised by it at all reasonable times to show the Premises to prospective purchasers and

at all reasonable times during the last three months during the Term and at any stage during any holding over period to show the Premises to prospective tenants.

- 3.22 The Lessor makes no warranty that the Premises are suitable to be used for any particular purpose, and the Lessee acknowledges that in entering into this Lease it has not relied upon any representation made by or on behalf of the Lessor as to the suitability of the Premises for any particular purpose.
- 3.23 The Lessor makes no warranty that the Premises can be lawfully used for the purpose specified in Item 11.
- 3.24 The Lessor will (at the cost of the Lessee) supply the Lessee with keys enabling the Lessee to gain access to the Premises. The Lessee shall immediately inform the Lessor if any of the keys supplied is lost and if so required by the Lessor pay for the changing of any locks. The Lessee shall return all keys supplied by the Lessor at the end of the Term.
- 3.25. The Lessee shall be responsible for protecting and keeping safe the Premises from theft and robbery and shall keep all windows and doors properly locked at all times that the Premises are unoccupied.

PART 4 - REPAIR & MAINTENANCE:

The Lessee shall:

- 4.1 Repair, maintain and keep the Premises in good and substantial repair and condition having regard to their state of repair and condition at the commencement date of the Term (reasonable wear and tear and damage by any of the Insured Risks excepted provided that no policy of insurance effected by the Lessor has been rendered void or voidable by virtue of any act matter or thing done by the Lessee or a Lessee Party).
- 4.2 Decorate the Premises at or not more than sixty (60) days prior to the dates specified in Item 13.
- 4.3 If required by the Lessor enter into and maintain fully comprehensive maintenance contracts for the maintenance of any lighting power heating ventilation fire prevention air conditioning and other equipment or plant which exclusively serve the Premises with reputable maintenance contractors first approved by the Lessor (approval not to be unreasonably withheld) and produce to the Lessor at any time upon demand such contracts and evidence that any sums due thereunder have been fully paid.
- 4.4 Replace broken glass in the Premises with glass of the same or similar quality and all broken or damaged plumbing, lighting, heating and electrical equipment appliances and other fixtures and fittings of the Lessor in the Premises.
- 4.5 At the expiration or sooner determination of the Term yield up to the Lessor the Premises (but excluding any fittings and fixtures which are tenants' trade fixtures or fittings or which are otherwise required to be removed pursuant to this Lease) duly repaired and maintained in accordance with the Obligations and, if required by the Lessor, immediately remove any tenants trade fixtures or fittings and make good any damage caused to the

Premises by such removal and re-alter any alterations made to the Premises by the Lessee so as to restore the Premises to their condition at the commencement of the Lease.

- 4.6 Permit the Lessor its servants agents and workmen to enter upon the Premises upon giving not less than two days notice to the Lessee except in the case of emergency when no notice shall be required:
 - 4.6.1 to take a plan of or to examine the state of repair and condition of the Premises and to take inventories; and
 - 4.6.2 to execute repairs alterations or other work to the Premises or any adjoining or neighbouring premises or land and for the purpose of building upon any adjoining or neighbouring land provided that the person or persons exercising this right shall make good in a reasonable manner all consequential damage to the Premises and cause as little inconvenience to the Lessee as is practical.
- 4.7 Keep the Premises including external surfaces of windows and doors clean and tidy and not place leave or permit to be placed or left any debris or rubbish in any part of the Premises.
- 4.8 Keep waste, trash and garbage in proper receptacles.
- 4.9 Keep the fire extinguishers hoses and other fire fighting or prevention equipment serving the Premises in good working order and condition and ensure that it is inspected at least once in every year of the Term by the competent authority.
- 4.10 If the Lessor does not as part of the Lessor's Services arrange for the cleaning of the Premises the Lessee shall enter into and maintain a comprehensive cleaning contract for the daily cleaning of the Premises with a reputable commercial cleaning contractor first approved by the Lessor (approval not to be unreasonably withheld) and produce to the Lessor at any time upon demand a copy of that contract.

PART 5 - DESTRUCTION:

- 5.1 If the Premises are destroyed or damaged so as to render the Premises or any substantial part substantially unfit for the use of or occupation by the Lessee or so as to deprive the Lessee of substantial use of or access to the Premises:
 - 5.1.1. This Lease may be terminated without compensation by either the Lessor or the Lessee by written notice to the other provided that the Lessee shall not be entitled to terminate this Lease unless the Premises have not been rendered fit for the use and occupation of the Lessee or the use of and access to the Premises have not been substantially restored within a reasonable time after the destruction or damage.
 - 5.1.2 Termination shall be without prejudice to the rights of either party in respect of any antecedent breach or matter.
 - 5.1.3 On the happening of the damage or destruction (provided that any insurance moneys that would have been payable to the Lessor are not wholly or partially irrecoverable by reason of any act or default of a Lessee Party) the Rent and the Lessee's Proportion of Outgoings or a proportionate part thereof (according to the

nature and extent of the damage) shall abate and all or any remedies for the recovery of abated Rent and the Lessee's Proportion of Outgoings are suspended until the Premises are rebuilt or reinstated or made fit for the occupation and use of the Lessee or until access is provided or until the Lease is terminated pursuant to Clause 5.1.1 as the case may be. Any dispute arising out of this clause shall be determined by a Valuer whose fees shall be paid by the Lessor and Lessee in equal shares unless otherwise awarded.

- 5.2 Nothing imposes any obligation upon the Lessor to rebuild or reinstate or make fit for occupation the Premises following damage or destruction.

PART 6 - INSURANCES AND INDEMNITIES:

6. The Lessee shall:

- 6.1 At its own cost effect and keep current a policy of public risk insurance with a reputable and solvent insurer with respect to the Premises and the business carried on in the Premises in which limits of public risk shall not be less than the amount specified in Item 14 (or such other amount as the Lessor may from time to time reasonably require) as the amount payable in respect of liability arising out of any one single accident or event and shall deliver to the Lessor on demand a copy of the policy and a current certificate of insurance;
- 6.2 At its own cost effect and keep current plate glass insurance (for the full replacement value) in respect of all plate glass attached to or forming part of the Premises and shall deliver to the Lessor on demand a copy of the policy and a current certificate of insurance;
- 6.3 Include as the insured parties in respect of each of the policies effected pursuant to Clause 6.1 and 6.2 the Lessor, any superior Lessor, and any person or persons nominated by the Lessor as being mortgagees of the Premises.
- 6.4 Indemnify and keep indemnified the Lessor from and against all actions claims demands losses damages costs and expenses which the Lessor may sustain or incur or for which the Lessor may become liable in respect of or arising from:
- 6.4.1 The neglect or default of any Lessee Party to observe or perform any of the Obligations;
- 6.4.2 The negligent use or misuse waste or abuse by any Lessee Party of any water gas electricity or other services to the Premises;
- 6.4.3 The overflow, leakage or escape of water fire gas electricity or any other harmful agent whatsoever in or from the Premises;
- 6.4.4 The failure of the Lessee upon becoming aware of any defect in the Lessor's Services to notify the Lessor of that defect;
- 6.4.5 The use of the Premises and the Common Parts by any Lessee Party;