



Aargus

Environmental - Remediation - Engineering - Laboratories - Drilling

PRELIMINARY SITE INVESTIGATION

**108 Station Street,
Wentworthville NSW**

Prepared for
Beaini Projects Pty Ltd

Ref: ES6206v2
28th April 2015

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TABLE OF CONTENTS

TABLE OF CONTENTS	3
LIST OF TABLES.....	4
LIST OF FIGURES.....	4
LIST OF APPENDICES	5
ABBREVIATIONS.....	6
EXECUTIVE SUMMARY	7
1 INTRODUCTION	9
1.1 BACKGROUND.....	9
1.2 OBJECTIVE.....	9
1.3 SCOPE OF WORKS	10
2 SITE IDENTIFICATION AND DESCRIPTION	11
2.1 SITE IDENTIFICATION.....	11
2.2 SITE INSPECTION	12
2.3 TOPOGRAPHY AND SURFACE WATER DRAINAGE.....	13
2.4 SURROUNDING LAND USES	13
3 SITE HISTORY	14
3.1 LAND TITLES	14
3.2 AERIAL PHOTOGRAPHS	15
3.3 EPA RECORDS.....	16
3.3.1 CLM Act 1997	16
3.3.2 POEO Register.....	16
3.4 WORKCOVER NSW RECORDS	17
3.5 SECTION 149 CERTIFICATES	17
3.6 COUNCIL SEARCH RECORDS	17
3.7 INDUSTRIAL PROCESSES AND PRODUCTS MANUFACTURED.....	17
3.8 FORMER CHEMICAL STORAGE AND TRANSFER AREAS	17
3.9 PRODUCT SPILL & LOSS HISTORY.....	18
3.10 DISCHARGES TO LAND, WATER AND AIR.....	18
3.11 COMPLAINTS HISTORY	18
3.12 HISTORICAL USE OF ADJACENT LAND	18
3.13 DISCUSSION AND SUMMARY OF SITE HISTORY.....	19
4 ENVIRONMENTAL SETTING	20
4.1 SENSITIVE ENVIRONMENTAL RECEPTORS.....	20
4.2 GEOLOGY	20
4.3 SOIL.....	20
4.4 ACID SULFATE SOILS.....	20
4.5 HYDROGEOLOGY	21
4.6 LOCAL METEOROLOGY	22
5 AREAS OF POTENTIAL ENVIRONMENTAL CONCERN.....	23
6 PRELIMINARY CONCEPTUAL SITE MODEL.....	24

6.1	CONCEPTUAL SITE MODEL	24
6.1.1	<i>Data Gaps</i>	26
7	CONCLUSION AND RECOMMENDATIONS	27
	LIMITATIONS.....	28
	REFERENCES	30

LIST OF TABLES

Table 1:	Site Identification.....	11
Table 2:	Surrounding Land Uses	13
Table 3:	Land Title Information	14
Table 4:	Summary of Historical Aerial Photos.....	15
Table 5:	Summary of Registered Groundwater Bore Records	21
Table 6:	Summary of Potential Areas and Contaminants of Concern	23
Table 7:	Conceptual Site Model	25

LIST OF FIGURES

Figure 1:	Site Locality
Figure 2:	Site Lot and DP Numbers
Figure 3:	Site Features

LIST OF APPENDICES

- APPENDIX A: SITE PLANS
- APPENDIX B: SITE SURVEY PLANS
- APPENDIX C: SITE PHOTOGRAPHS
- APPENDIX D: LAND TITLE INFORMATION
- APPENDIX E: CURRENT AND HISTORICAL AERIAL PHOTOGRAPHS
- APPENDIX F: NSW EPA RECORDS
- APPENDIX G: GROUNDWATER BORE SEARCH
- APPENDIX H: LOCAL METEOROLOGY
- APPENDIX I: IMPORTANT INFORMATION ABOUT YOUR REPORT

ABBREVIATIONS

AIP	Australian Institute of Petroleum Ltd
ANZECC	Australian and New Zealand Environment and Conservation Council
AST	Aboveground Storage Tank
BGL	Below Ground Level
BTEX	Benzene, Toluene, Ethyl benzene and Xylene
COC	Chain of Custody
DA	Development Approval
DP	Deposited Plan
DQOs	Data Quality Objectives
EPA	Environment Protection Authority
ESA	Environmental Site Assessment
HIL	Health-Based Soil Investigation Level
LGA	Local Government Area
NEHF	National Environmental Health Forum
NEPC	National Environmental Protection Council
NHMRC	National Health and Medical Research Council
OCP	Organochlorine Pesticides
OPP	Organophosphate Pesticides
PAH	Polycyclic Aromatic Hydrocarbon
PCB	Polychlorinated Biphenyl
PID	Photo Ionisation Detector
PQL	Practical Quantitation Limit
QA/QC	Quality Assurance, Quality Control
RAC	Remediation Acceptance Criteria
RAP	Remediation Action Plan
RPD	Relative Percentage Difference
SAC	Site Assessment Criteria
SVC	Site Validation Criteria
TCLP	Toxicity Characteristics Leaching Procedure
TPH	Total Petroleum Hydrocarbons
UCL	Upper Confidence Limit
UST	Underground Storage Tank
VHC	Volatile Halogenated Compounds
VOC	Volatile Organic Compounds

EXECUTIVE SUMMARY

Aargus Pty Ltd (Aargus) was appointed by Beaini Projects Pty Ltd (the 'client') to undertake a Preliminary Site Investigation (PSI) within the property located at 108 Station Street, Wentworthville NSW (the 'site'). This report will outline suitability of the site while maintaining its existing use, and to seek to amend the existing FSR and Height of the Building.

A site investigation was requested by Holroyd City Council to determine the potential for onsite contamination and is a required document for the Planning Proposal

At the time of the site inspection (Friday 27th March 2015), the site was rectangular in shape and is currently used for commercial purposes, the majority of the property is covered by asphalt/bitumen or concrete sealed surfaces, including an asphalt driveway within the northern area of the property, hydrocarbon staining was noted on all sealed surfaces within the carpark area of the property, cracks and potholes were noted on the sealed surfaces within the car park area of the property, a high voltage electrical transformer box was noted within the northern portion of the car park, and a grease pit and chemical storage area was noted at the rear of the building within the car park area of the property.

The land title information provided suggested that the site was used by private individuals since 1918. In 1963, the site was transferred to Ralian Pty Ltd and leased to T.R.N. Holdings Pty Ltd. The other lessors are private names. In 1989, it was transferred to Isikit Pty Ltd and then was under different business entities from 1990 to 2002. The site was transferred to Michael Elias and Samira Elias in 2002 and it remains the same name until now.

The land use of the site appeared to have been commercial from at least 1991 to present with structures remaining generally unchanged. The general land use of the immediate site vicinity seems to have been consistently commercial properties to the north and south of the site with low to medium density residential to the east and low density residential to the west, with new commercial properties constructed after 1991 to the north and south.

The findings of the assessment indicated the following areas of potential environmental concern:

- Potential importation of uncontrolled fill that may contain various contaminants;
- Current or past use of pesticides;
- Car park areas where leaks and spills from cars may have occurred;
- Chemical Storage Areas;
- High Voltage Electrical Transformer box where leaks may have occurred; and
- Asbestos based building materials.

The contaminants that may be present in some of these areas were considered to be of low significance in terms of risk to the human and environmental receptors identified.

Based on the information collected during this investigation, the site will be suitable subject to the completion of a Detailed Site Investigation (and after remediation and validation, if required). It is also recommended that a hazardous material assessment on the building structures within the site be undertaken followed by an asbestos clearance certificate.

1 INTRODUCTION

1.1 Background

Aargus Pty Ltd (Aargus) was appointed by Beaini Projects Pty Ltd (the 'client') to undertake a Preliminary Site Investigation (PSI) within the property located at 108 Station Street, Wentworthville NSW (the 'site'). This report will outline suitability of the site while maintaining its existing use, and to seek to amend the existing FSR and Height of the Building. The location of the property is presented in Figure 1 of Appendix A.

A site investigation was requested by Holroyd City Council to determine the potential for onsite contamination and is a required document for the Planning Proposal

1.2 Objective

The primary objectives of this PSI are as follows:

- Identify potential areas where contamination may have occurred from current and historical activities;
- Identify potential contaminants associated with potentially contaminating activities;
- Assess the potential for soils and groundwater to have been impacted by current and historical activities; and
- Assess the suitability of the site to amend the exiting FSR and Height of the Building, while maintaining its existing land use.

1.3 Scope of Works

The scope of works for this PSI includes:

- Review of the physical site setting and site conditions based on a site inspection, including research of the location of sewers, drains, holding tanks and pits, spills, patches of discoloured vegetation, etc. (where applicable);
- Research and review of the information available, including previous environmental investigations, current and historical titles information, review of aerial photographs, groundwater bore searches, EPA notices, council records, anecdotal evidence, site survey and site records on waste management practices;
- Development of a preliminary Conceptual Site Model (CSM) to demonstrate the interactions between potential sources of contamination, exposure pathways and human/ecological receptors identified; and
- Recommendations for additional investigations should any data gaps be identified or possible strategies for the management of the site, where relevant.

This report was prepared with reference to the NSW Environment Protection Authority (EPA) "*Guidelines for Consultants Reporting on Contaminated Sites*" (2011).

2 SITE IDENTIFICATION AND DESCRIPTION

2.1 Site Identification

Site identification information and land use is summarised in the table below.

Table 1: Site Identification

Lot and DP Number (Address)	Lot B in DP410947
Coordinates (SE corner)*	Latitude: 33°48'36'' Longitude:150°58'17''
Approx. Site Area	1,916m ²
Local Government Area	Holroyd
Parish	Prospect
County	Cumberland
Current Land Zoning**	B2 - Local Centre
Proposed Land Use	Commercial
Current Site Owner	Michael Elias and Samina Elias
Site End Users	Residents (adults & children), workers

Notes: * refer to <http://maps.six.nsw.gov.au/>

** refer to Holroyd City Council Zoning Map

<http://passthrough.fw-http://www.holroyd.nsw.gov.au/your-development/policies-plans/holroyd-local-environment-plan-2013/>

The site boundary and Lot and DP numbers are presented in Figure 2 of Appendix A. A survey plan provided by the client is included in Appendix B.

2.2 Site Inspection

A site visit was carried out on Friday 27th March 2015 by an Aargus field scientist to inspect the site for any potential sources of contamination and document any observations made regarding the current site conditions. At the time of the site inspection, the following observations were made:

- The site was rectangular in shape and is currently used for commercial purposes.
- The majority of the property is covered by asphalt/bitumen or concrete sealed surfaces, including an asphalt driveway within the northern area of the property.
- The main access to the site is along Station Street on the western boundary.
- No signs of stress were observed on the vegetation surrounding the property.
- The site boundaries were defined by the buildings western (front) façade on the western boundary, asphalt driveway on the northern boundary, a colour-bond fence along the eastern boundary and the adjoining commercial building's concrete façade on the southern boundary.
- No surface standing water was noticed at the site.
- Hydrocarbon staining was noted on all sealed surfaces within the carpark area of the property.
- Cracks and potholes were note on the sealed surfaces within the car park area of the property.
- A high voltage electrical transformer box was noted within the northern portion of the car park.
- A grease pit and chemical storage area was noted at the rear of the building within the car park area of the property.

The site features are presented in Figure 3 of Appendix A. Site photographs are included in Appendix C.

2.3 Topography and Surface Water Drainage

The following observations were made during the site inspection carried out on the Friday 27th March 2015:

- The site topography is sloping towards the south along Station Street, at approximately a 3% slope and towards the east from Station Street to the eastern boundary of the property at approximately a 10% slope.
- Stormwater runoff from the site is expected to flow in a southerly direction along Station Street and easterly across the property.

2.4 Surrounding Land Uses

The surrounding land uses identified are described in the table below:

Table 2: Surrounding Land Uses

Orientation	Description
North	Commercial properties
East	Medium Density Residential properties
South	Commercial properties
West	Station Street then Low density residential

In summary, the surrounding land uses comprised of commercial and low to medium density residential properties.

3 SITE HISTORY

3.1 Land Titles

A review of historical documents held at the NSW Department of Lands offices was undertaken to identify the current and previous land owners, and potential land uses. The results of the title search are summarised in the following table.

Table 3: Land Title Information

Year	Lot 2773 in DP629153 (77 Monash Rd, Doonside)
2002-Current	Michael Elias Samira Elias
2012-2014	(Lease) Amit Kumar Reema Nagpal
2006-2008	(Lease) David Bayssari Maria Bayssari
2005-2010	(Lease) Kathirvel Vel Satha Sevam
1995-2002	Antonia Da Silva Duarte Maria Duarte
1998-2002	(Lease) K..C.Macrae Holdings Pty Ltd
1989-1995	Isikit Pty Ltd
1993-1998	(Lease) K..C.Macrae Holdings Pty Ltd
1991-1993	(Lease) Shamar May
1990-1991	(Lease) J.K.N Holdings Pty Ltd
	Prior Vol. 15519 Fol.74
1988-1989	Ralian Pty Ltd
	Prior Vol. 8442 Fol.95
1963-1988	Ralian Pty Ltd
1984-1988	(Lease) Jennifer Anne Wall Kathleen Margret Ferrari
1982-1984	(Lease) Piero Batolacci Inelda Batolgcci
1982-1988	(Lease) T.R.N. Holdings Pty Ltd
1982-1988	(Lease) Frank Pellegrino
1982-1988	(Lease) Author Norman Roleate
	Prior Vol.6092 Fol.121
1954-1988	Albert Reginald Payne
	Prior Vol.2894 Fol.250
1941-1954	Albert Reginald Payne
1939-1941	Residential Estates Limited
1929-1939	William Ashton Gorden
1918-1929	Thomas Booke

In summary, the land title information provided suggested that the site was used by private individuals since 1918. In 1963, the site was transferred to Ralian Pty Ltd and leased to T.R.N. Holdings Pty Ltd. The other lessors are private names. In 1989, it was transferred to Isikit Pty Ltd and then was under different business entities from 1990 to 2002. The site was transferred to Michael Elias and Samira Elias in 2002 and it remains the same name until now.

A copy of the historical land titles information obtained by Aargus can be found in Appendix D.

3.2 Aerial Photographs

Selected aerial photographs obtained from the NSW Department of Lands were reviewed to describe the site features and surrounding areas at various timelines. A summary of the review is presented in the table below. Copies of current and historical aerial photographs are presented in Appendix E.

Table 4: Summary of Historical Aerial Photos

Year	Site	Surrounding areas
1928	The site appears to be vacant with no building structures within the site.	N: Low Density Residential S: Low Density Residential E: Low Density Residential W: Road then Low Density Residential
1951	The site appears to be vacant with no building structures within the site.	N: Commercial property S: Low Density Residential E: Low Density Residential W: Road then Low Density Residential
1970	Some small structures appear to be present within the site.	N: Commercial properties S: Commercial properties E: Low Density Residential W: Road then Low Density Residential
1991	The site appears to show a building within the western portion of the site. The eastern portion of the site appears to have been converted into car parking.	N: Commercial properties S: A new large commercial property E: Appears to be vacant W: Road then Low Density Residential
2015	The site layout appeared to be similar to that observed in the 1991 photo.	N: New commercial property has been constructed S: New commercial property has been constructed E: New medium density residential property has been constructed W: Road then Low Density Residential

In summary, land use of the site appeared to have been commercial from at least 1991 to present with structures remaining generally unchanged.

The general land use of the immediate site vicinity seems to have been consistently commercial properties to the north and south of the site with low to medium density residential to the east and low density residential to the west, with new commercial properties constructed after 1991 to the north and south.

3.3 EPA Records

3.3.1 CLM Act 1997

The NSW EPA publishes records of contaminated sites under Section 58 of the Contaminated Land Management (CLM) Act 1997. The notices relate to investigation and/or remediation of site contamination considered to pose a significant risk of harm under the definition in the CLM Act. However, it should be noted that the EPA record of Notices for Contaminated Land does not provide a record of all contaminated land in NSW.

A search of the EPA database revealed that the subject site is not listed. However, two (2) other properties were listed within the Holroyd City Council Local Government Area. There are 7 former and 2 current notices related to these surrounding properties. However all of the listed properties were situated 1.0km or greater away from the site and were not considered posing an adverse impact on the site.

Copies of the EPA records are included in Appendix F.

3.3.2 POEO Register

A search of the POEO Register revealed that the site was not listed. However, six (6) other properties were listed within the Holroyd City Council Local Government Area issued with Penalty Notices. A copy of the POEO register search is included in Appendix F.

3.4 WorkCover NSW Records

The WorkCover NSW database was requested to be accessed in order to disclose evidence of past storage of Dangerous Goods within the site. We are currently awaiting information from WorkCover NSW and will update/amend this report once we have gathered the relevant information.

3.5 Section 149 Certificates

The client has advised us that at the time of this report there was no Planning Certificate – Section 149 (2) of the Environmental Planning & Assessment Act 1979 for the site.

3.6 Council Search Records

The Holroyd City Council database was requested to be accessed in order to disclose file records relating to the site. We are currently awaiting information from Council and will update/amend this report once we have gathered the relevant information.

3.7 Industrial Processes and Products Manufactured

A review of the industrial processes and/or products manufactured at the site was conducted, with no information at present pertaining to the site.

3.8 Former Chemical Storage and Transfer Areas

A review of the former chemical storage and transfer areas and/or products manufactured at the site was conducted, with no information at present pertaining to the site. The site inspection revealed the following:

- A high voltage electrical transformer box was noted within the northern portion of the car park.

- A grease pit and chemical storage area was noted at the rear of the building within the car park area of the property.

3.9 Product Spill & Loss History

It was indicated by the client, that to their knowledge no serious land or water contamination had occurred.

The majority of the site is currently occupied by a building and/ or sealed surfaces. At the time of the inspections, the sealed surfaces were in generally good condition with some staining observed and crack and potholes detected within the car park area of the property.

3.10 Discharges to Land, Water and Air

It was indicated by the client, that to their knowledge no discharges to land, water or air had occurred at the site.

3.11 Complaints History

There was no information obtained or provided indicating any relevant complaint history pertaining to the site.

3.12 Historical Use of Adjacent Land

It was indicated by the client that to their knowledge, the adjacent lands to the site have been used primarily commercial developments, with the exception of the eastern boundary which consist of a medium density residential property.

3.13 Discussion and Summary of Site History

Based on available information, the site historical usage is summarised as follows:

- The land title information provided suggested that the site was used by private individuals since 1918. In 1963, the site was transferred to Ralian Pty Ltd and leased to T.R.N. Holdings Pty Ltd. The other lessors are private names. In 1989, it was transferred to Isikit Pty Ltd and then was under different business entities from 1990 to 2002. The site was transferred to Michael Elias and Samira Elias in 2002 and it remains the same name until now.
- The land use of the site appeared to have been commercial from at least 1991 to present with structures remaining generally unchanged.
- The general land use of the immediate site vicinity seems to have been consistently commercial properties to the north and south of the site with low to medium density residential to the east and low density residential to the west, with new commercial properties constructed after 1991 to the north and south.

4 ENVIRONMENTAL SETTING

4.1 Sensitive Environmental Receptors

The nearest down-gradient watercourse is Finlaysons Creek located approximately 180m east of the site. The nearest recreational area is Friend Park, located approximately 20m northwest of the site.

4.2 Geology

The Geological Map of Sydney (Geological Series Sheet 9130, Scale 1:100,000, 1983) published by the Department of Mineral Resources indicates the residual soils within the site to be underlain by Ashfield Shale of the Wianamatta Group comprising shale, carbonaceous claystone, claystone, laminite, fine to medium grained lithic sandstone and rare coal.

4.3 Soil

The Soil Landscape Map of Sydney (soil Landscape Series Sheet 9130, Scale 1:100,000, 2002), prepared by the Soil Conservation Service of NSW, indicates that the site is located within the Blacktown landscape area and typically consists of highly plastic and relatively impermeable residual soil.

4.4 Acid Sulfate Soils

To determine whether there is a potential for acid sulphate soils to be present within a site, reference was made to the NSW Department of Land & Water Conservation (DLWC) *Acid Sulphate Soil Risk Map* (Edition Two, December 1997, Scale 1:25,000) for Map 90 "Prospect-Parramatta". The map shows that at the site location and in the immediate vicinity of the site location that there were no known occurrences of acid sulphate soil materials.

4.5 Hydrogeology

Based on available information, our desktop study indicates that groundwater from site is likely to be flowing in a general easterly direction towards Finlaysons Creek (approximately 180m east of the site).

A search of the Department of Natural Resources (DNR) borehole database information revealed eight (8) groundwater bores within a 1km radius of the site. A summary of the relevant information provided by the registered groundwater bore record search is provided in the following table. A copy of the groundwater bore search records are in Appendix G.

Table 5: Summary of Registered Groundwater Bore Records

GW Bore ID	Approximate Location	Intended Purpose	Depth (m bgl)	Standing Water Level (m bgl)	Water Bearing Zones	Salinity ($\mu\text{S/cm}$)
GW113429	600m S	Monitoring	-	-	-	-
GW113430	600m S	Monitoring	-	-	-	-
GW113431	600m S	Monitoring	-	-	-	-
GW113432	600m S	Monitoring	-	-	-	-
GW113433	600m S	Monitoring	-	-	-	-
GW113434	600m S	Monitoring	-	-	-	-
GW113435	600m S	Monitoring	-	-	-	-
GW113436	600m S	Monitoring	-	-	-	-

- No Information available.

The registered groundwater bores within a 1km radius of the site were located down-gradient. Note: At the time of this report no groundwater bore records information available, however they are unlikely to be used for human consumption since the site is not located within the SEPP boundary for the Sydney Drinking Water Catchment.

Based on geological information, a confined aquifer may be present within water bearing zones in the underlying shallow sandstone stratum. No information was provided regarding salinity records, however, groundwater is likely to be fresh or brackish based on other site investigations conducted by Aargus in the area.

4.6 Local Meteorology

The monthly rainfall of the local area can be represented by the data collected by Bureau of Meteorology (BOM) from the rainfall gauge located in Bathurst Street Greystanes, which is located approximately 3km southwest of the site. Records collected from 2001 till December 2014 indicated that the average annual rainfall amount is 748.1mm.

Reference can be made to Appendix H – Local Meteorology.

5 AREAS OF POTENTIAL ENVIRONMENTAL CONCERN

Based on the site inspection, site history, previous reports and review of available information from the desktop study, the potential Areas of Environmental Concern (AEC) and their associated Contaminants of Concern (CoC) for the site were identified. These are summarised in the following table.

Table 6: Summary of Potential Areas and Contaminants of Concern

Potential AEC	Potentially contaminating activity	Potential CoCs	Likelihood of Site Impact	Justification
Entire site	Importation of fill material from unknown origin	Metals, TPH, BTEX, PAH, OCP, PCB, Phenols, Cyanides, Asbestos	Low	Based on the site observations and site topography, the presence of imported fill material is likely to be minimal.
	Potential for pesticides to have been sprayed or injected on or underneath building pad and sealed surfaces	OCP	Low	The site is not known to have been used for agricultural purposes from the 1950s when OCPs were first introduced into Australia. If use of OCPs has occurred, the impact is likely to have been localised and limited to the topsoil layer.
Car parking areas	Leaks from vehicles	Metals, TPH, BTEX, PAH	Low	Staining areas were noted on the asphalt car park surfaces. Also some cracking and potholes of the car park surfaces was visible.
Chemical Storage Area	Leaks containers	Metals, TPH, BTEX, PAH, Phenols	Low	Staining areas were noted on the sealed surfaces.
High Voltage Electrical Transformer Box	Leaks from Transformer Box	Metals, PCB, Phenols, Cyanides	Low	No staining was noted around the transformer box on the asphalt car park surfaces
Building Structures	Potential Asbestos/Fibro Features	Asbestos	Low	If present, these will be removed by licensed contractors.

6 PRELIMINARY CONCEPTUAL SITE MODEL

6.1 Conceptual Site Model

The Preliminary Conceptual Site Model (CSM) presented in the table below provides a representation of the potential risks associated with the linkages between the following elements:

- Potential contamination sources and their associated contaminants of concern identified in Section 5. Only potential areas of concern with a significance rating of low to high were included;
- Potential human receptors that may be impacted by site contamination are current and future end-users, construction workers and the general public within the immediate vicinity;
- Potential environmental receptors identified in Section 4;
- Potential exposure pathways; and
- Whether each source-pathway-receptor pollution linkage are complete, limited or not present, based on current and future site conditions.

Table 7: Conceptual Site Model

Potential Sources	Potential Receptor	Potential Exposure Pathways	Complete Linkages	Risk	Justification
Contaminated soil from placement of uncontrolled fill across the site. Use of OCPs.	Site users or the general public	Dermal contact, inhalation or ingestion of exposed impacted soils	Limited (Current)	Low	Direct contact with impacted soils is limited as the entire site has sealed surfaces.
			No (Future)	Negligible	If present, contaminated soils are likely to be remediated and removed off-site for disposal.
Hydrocarbon spills and leakages from vehicles Chemical spills from storage area and Electrical Transformer. Asbestos.	The aquatic ecosystems at Finlaysons Creek	Migration of impacted groundwater and surface water run-off	Yes (Current)	Low	No obvious sources of inorganic contamination were observed on site that could migrate off site with surface water run-off.
			No (Future)	Negligible	If present, contaminated soils and groundwater is likely to be remediated and any remaining residual contamination would likely be at acceptable concentrations upon reaching the Finlaysons Creek
	Underlying Bedrock Aquifer	Leaching and migration of contaminants through groundwater infiltration	Limited (Current)	Low	Due to the existing concrete sealed surfaces, expected shallow bedrock, leachability of metals and other inorganics vertical migration of contaminants is likely to be limited.
			No (Future)	Low	If present, contaminated soils and groundwater is likely to be remediated and any remaining residual contamination would likely be at acceptable concentrations upon reaching the underlying aquifer

6.1.1 Data Gaps

Based on the CSM, the following data gaps were identified with respect to the pollution linkages identified and should be determined if there is any proposed future excavation works within the property:

- The presence, origin and thickness of fill material (whether sourced from site or imported);
- Confirmation if contamination has occurred from current and historical site activities through collection and laboratory analysis of soil samples;
- WorkCover search results in regards to Licences to Keep Dangerous Goods pertaining to the site were not undertaken and need to be obtained and read to further define the CSM; and
- The Council records were not obtained and need to be read to further define CSM.

7 CONCLUSION AND RECOMMENDATIONS

The findings of the assessment indicated the following areas of potential environmental concern:

- Potential importation of uncontrolled fill that may contain various contaminants;
- Current or past use of pesticides;
- Car park areas where leaks and spills from cars may have occurred;
- Chemical Storage Areas;
- High Voltage Electrical Transformer box where leaks may have occurred; and
- Asbestos based building materials.

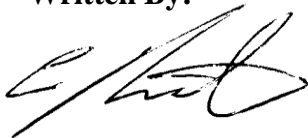
The contaminants that may be present in some of these areas were considered to be of low significance in terms of risk to the human and environmental receptors identified.

Based on the information collected during this investigation, the site will be suitable subject to the completion of a Detailed Site Investigation (and after remediation and validation, if required). It is also recommended that a hazardous material assessment on the building structures within the site be undertaken followed by an asbestos clearance certificate.

Thank you for the opportunity to undertake this work. We would be pleased to provide further information on any aspects of this report.

For and on behalf of
Aargus Pty Ltd

Written By:



Con Kariotoglou
Project Manager

Reviewed By:



Mark Kelly
Environmental Manager

LIMITATIONS

The Aargus assessment is based on the result of limited site investigations and sample testing. Neither Aargus, nor any other reputable consultant, can provide unqualified warranties nor does Aargus assume any liability for site conditions not observed or accessible during the time of the investigations.

Despite all reasonable care and diligence, the materials encountered and concentrations of contaminants measured may not be representative of conditions between the locations sampled and investigated. There is always some disparity in subsurface conditions across a site that cannot be fully defined by investigation. Hence it is unlikely that measurements and values obtained from sampling and testing during environmental works carried out at a site will characterise the extremes of conditions that exist within the site. In addition, site characteristics may change at any time in response to variations in natural conditions, chemical reactions, truck movement or contractor movement of soils and other events, e.g. groundwater movement and or spillages of contaminating substances. These changes may occur subsequent to Aargus investigations and assessment.

This report and associated documentation and the information herein have been prepared solely for the use of the client and interested parties at the time of writing the report and is valid (for the purposes of management or transport of material) for a period of one month only from the date of issue. Any other reliance assumed by third parties on this report shall be at such parties' own risk. Any ensuing liability resulting from use of the report by third parties cannot be transferred to Aargus.

Whilst this report provides a review of site conditions encountered at sampling locations within the investigation, it should be noted that if materials are proposed to be moved from site - Part 5.6, Section 143 of the Protection of the Environment Operations (POEO) Act 1997 states that it is an offence for waste to be transported to a place that cannot lawfully be used as a facility to accept that waste. It is the duty of the owner and transporter of the waste to ensure that all material removed from a site must be accompanied by an appropriate waste classification report and materials are disposed of appropriately. An environmental or

validation report does not constitute a waste classification report and results are treated differently. Aargus accepts no liability for the unlawful disposal of waste materials from any site. Aargus does not accept any responsibility for the material tracking, loading, management, transport or disposal of waste from the site. If material is to be removed from a site, before disposal of any material to a licensed landfill is undertaken, the site owner must ensure an appropriate waste classification exists for all materials on the site planning to be removed, the waste producer will need to obtain prior consent from the licensed landfill/recycler. The receiving site should check to ensure that the material received matches the description provided in the report.

Opinions are judgements, which are based on our understanding and interpretation of current regulatory standards, and should not be construed as legal opinions.

Appendix I – Important information about your environmental site report should also be read in conjunction with this report.

REFERENCES

This report was prepared with reference to the following guiding documents:

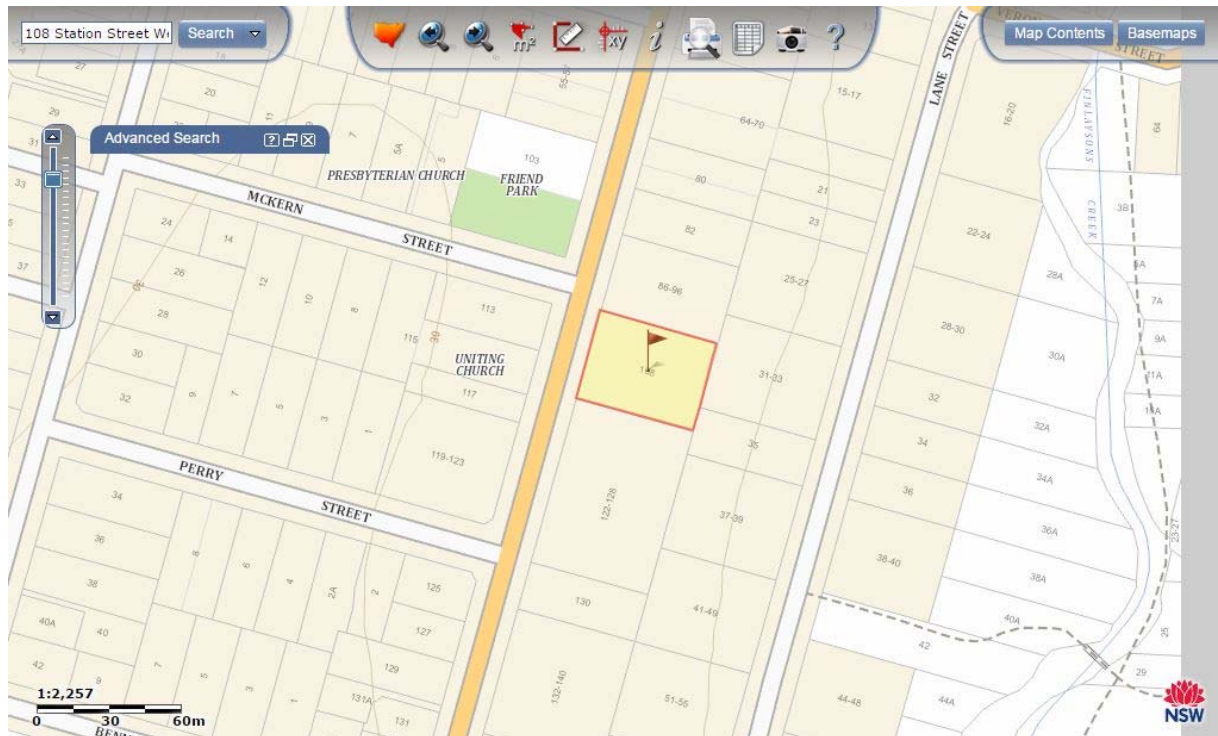
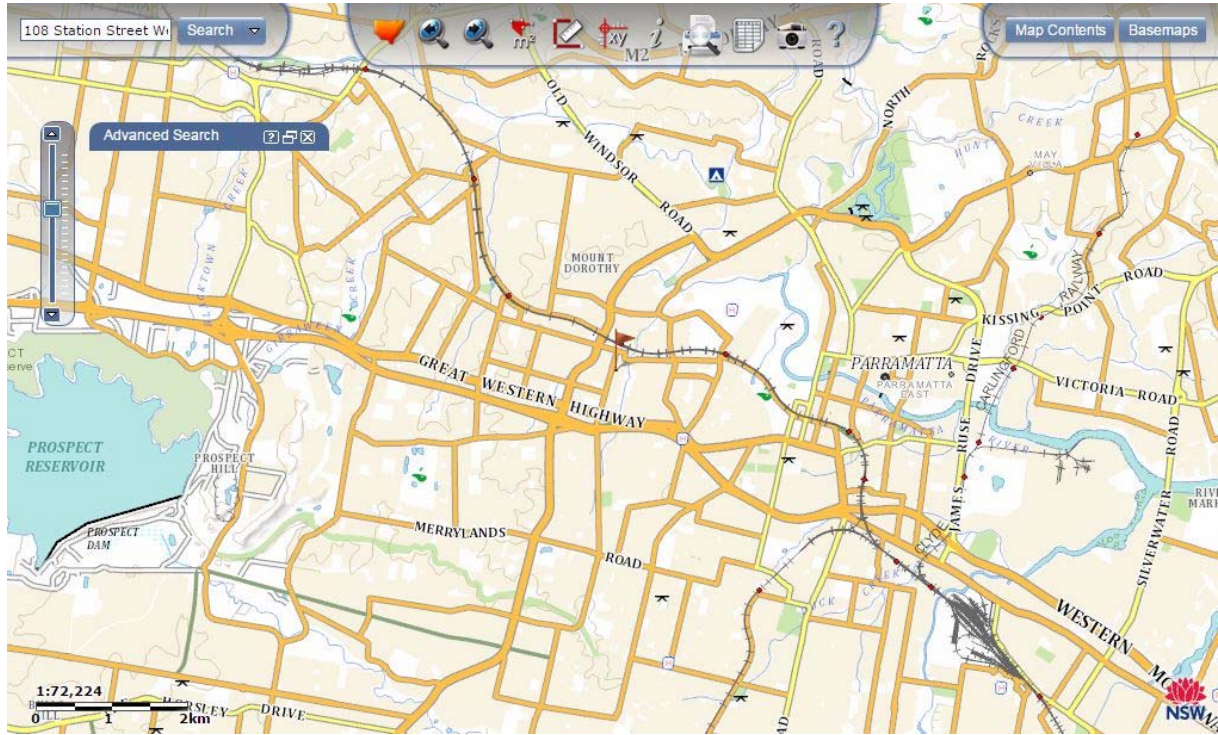
- ANZECC/NHMRC (1992) – “Australian and New Zealand Guidelines for the Assessment and Management of Contaminated Sites”. Australian and New Zealand Environment and Conservation Council and the National Health and Medical Research Council, Canberra;
- ANZECC National Water Quality Management Strategy “Australian Water Quality Guidelines for Fresh and Marine Waters”, 1992.
- CRC Care Technical Report No. 13 – Soil Vapour Assessment (August 2009);
- Department of Urban Affairs and Planning – EPA (1998) “Managing Land Contamination – Planning Guidelines – SEPP 55 – Remediation of Land”;
- National Environment Protection (Assessment of Site Contamination) Amendment Measure 2013 (No.1);
- NSW DEC, “Guidelines for the Assessment and Management of Groundwater Contamination” (March 2007);
- NSW DEC “Guidelines for the NSW Site Auditor Scheme” (2006, 2nd edition). NSW Environment Protection Authority, Sydney;
- NSW DECC (2009) – “Waste Classification Guidelines, Part 1: Classifying Waste”;
- NSW DECCW, “Vapour Intrusion: Technical Practice Note”, (September 2010);
- NSW EPA “Guidelines for Assessing Service Station Sites” (1994). NSW Environment Protection Authority, Sydney;
- NSW EPA “Guidelines for Consultants Reporting on Contaminated Sites” (2011). NSW Environment Protection Authority, Sydney;
- NSW EPA “Guidelines on the Duty to Report Contamination under the Contaminated Land Management Act 1997” (2009). NSW Environment Protection Authority, Sydney;
- NSW EPA “Sampling Design Guidelines” (1995). NSW Environment Protection Authority, Sydney.

APPENDIX A

SITE PLANS



SITE LOCALITY MAP



Source: <http://maps.six.nsw.gov.au/>

PROJECT DETAILS

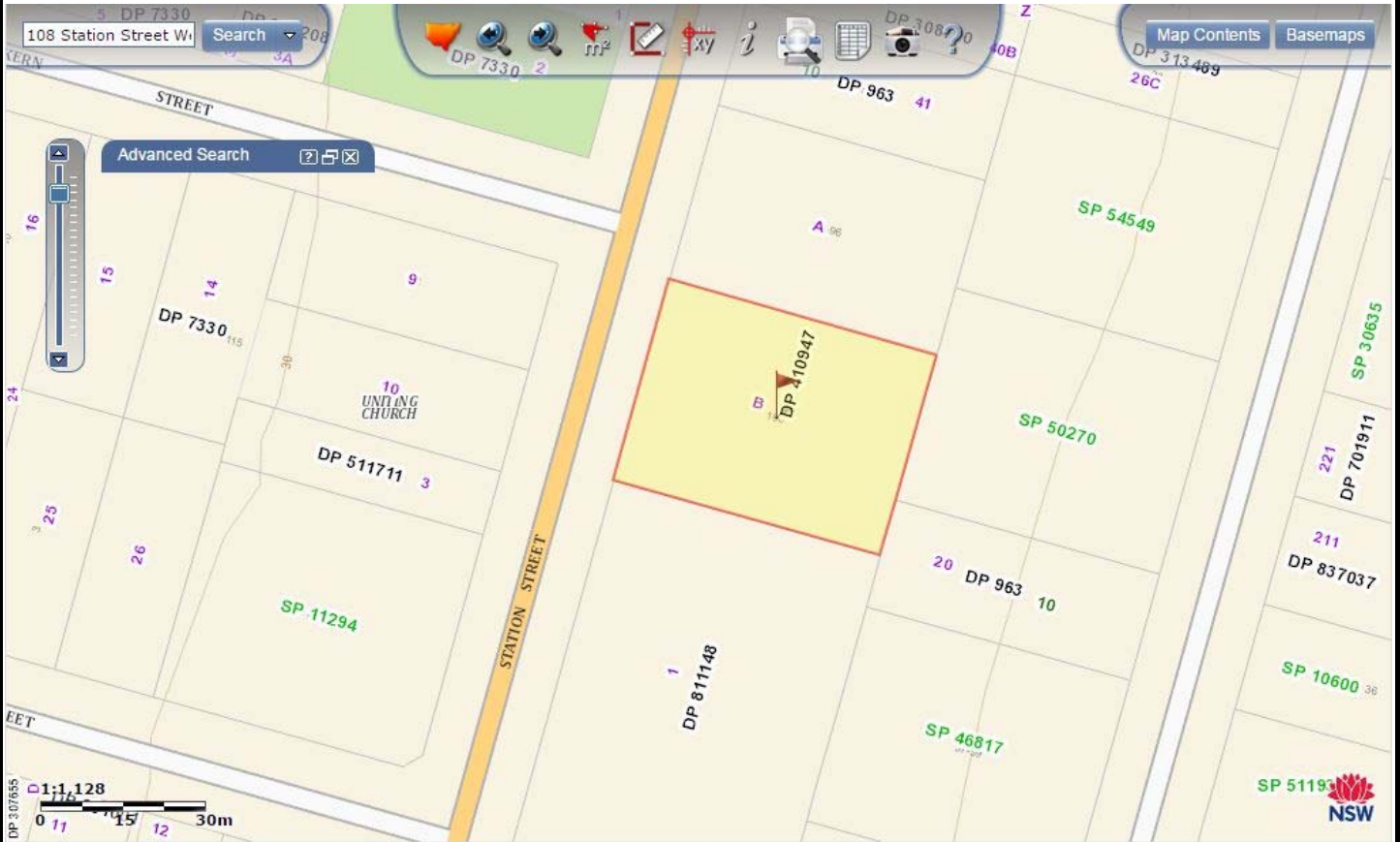
Project Title	Preliminary Site Investigation
Project No.	ES6206
Client	Beaini Projects Pty Ltd
Site Address	108 Station Street, Wentworthville NSW



DRAWING DETAILS

Figure No.	1	Rev No.	0
Scale	As above	Size	A4
Drawn by	CK	Date	27.03.2015
Approved by	CK	Date	27.03.2015

SITE PLAN – LOT & DEPOSITED PLAN



Source: <http://maps.six.nsw.gov.au/>

PROJECT DETAILS		 Aargus	DRAWING DETAILS			
Project Title	Preliminary Site Investigation		Figure No.	2	Rev No.	0
Project No.	ES6206		Scale	As above	Size	A4
Client	Beaini Projects Pty Ltd		Drawn by	CK	Date	27.03.2015
Site Address	108 Station Street, Wentworthville NSW		Approved by	IMK	Date	27.03.2015

SITE FEATURES



SITE FEATURES

1	Commercial property
2	Asphalt/Bitumen carpark
3	Surrounding commercial properties
4	Surrounding medium-high density residential properties
5	Surrounding low density residential properties

PROJECT DETAILS

Project Title	Preliminary Site Investigation
Project No.	ES6206
Client	Beaini Projects Pty Ltd
Site Address	108 Station Street, Wentworthville NSW



DRAWING DETAILS

Figure No.	3	Rev No.	0
Scale	As above	Size	A4
Drawn by	CK	Date	27.03.2015
Approved by	CK	Date	27.03.2015

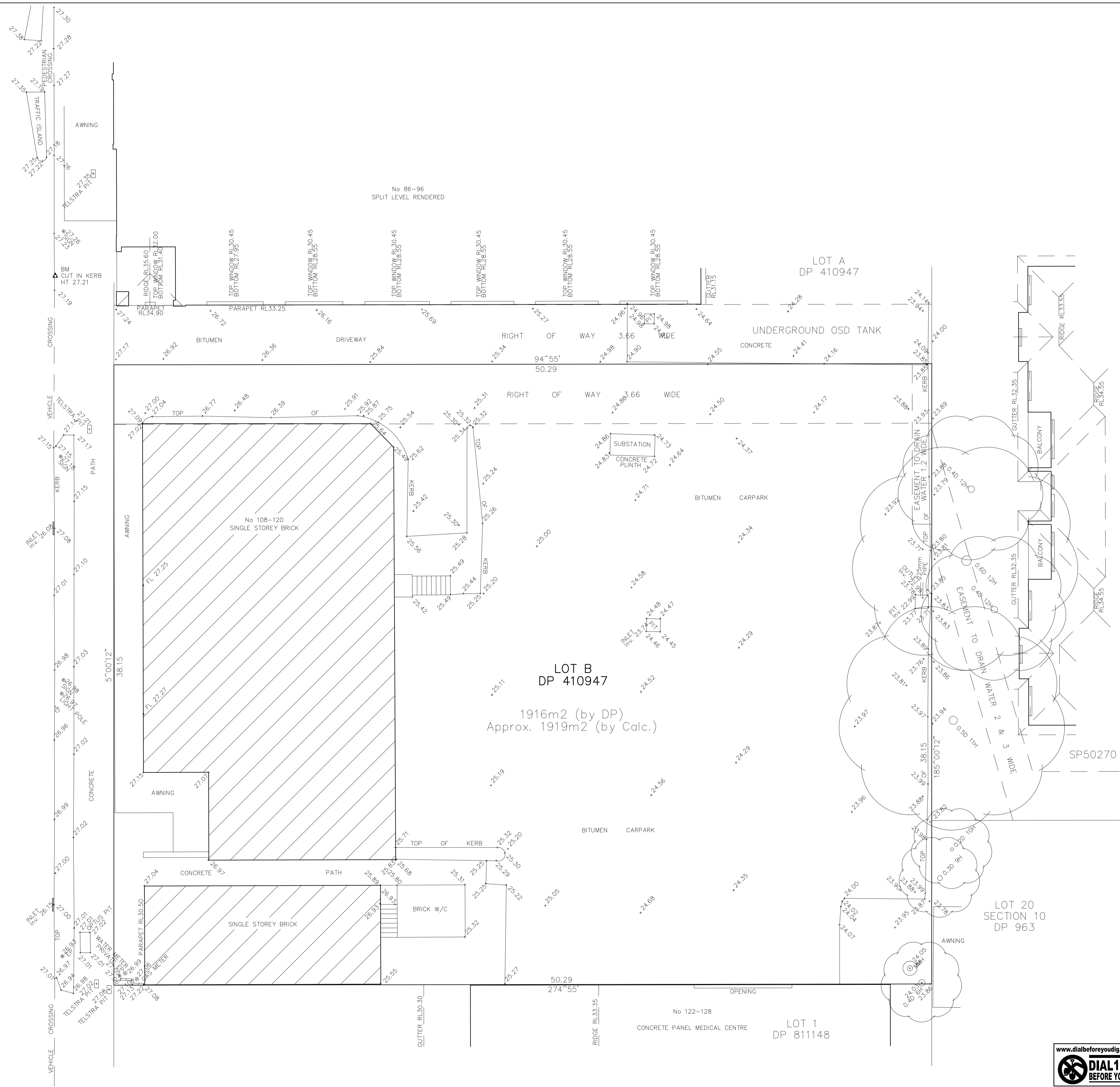
APPENDIX B

SURVEY PLANS



STREET

STATION



- TOP WINDOW RL26.60 BOTTOM RL25.00
TOP 1st FLOOR WINDOW RL29.50 BOTTOM RL27.90
TOP 2nd FLOOR WINDOW RL32.25 BOTTOM RL30.65
- TOP WINDOW RL26.60 BOTTOM RL25.00
TOP 1st FLOOR WINDOW RL29.50 BOTTOM RL27.90
TOP 2nd FLOOR WINDOW RL32.25 BOTTOM RL30.65
- TOP WINDOW RL26.60 BOTTOM RL25.00
TOP 1st FLOOR WINDOW RL29.50 BOTTOM RL27.90
TOP 2nd FLOOR WINDOW RL32.25 BOTTOM RL30.65
- TOP WINDOW RL26.60 BOTTOM RL24.50
TOP 1st FLOOR DOOR RL29.50 BOTTOM RL28.25
TOP 2nd FLOOR DOOR RL32.25 BOTTOM RL31.00
- TOP WINDOW RL26.60 BOTTOM RL24.50
TOP 1st FLOOR DOOR RL29.50 BOTTOM RL27.40
TOP 2nd FLOOR DOOR RL32.25 BOTTOM RL30.15
- TOP WINDOW RL26.60 BOTTOM RL25.00
TOP 1st FLOOR WINDOW RL29.50 BOTTOM RL27.90
TOP 2nd FLOOR WINDOW RL32.25 BOTTOM RL30.65
- TOP WINDOW RL26.60 BOTTOM RL25.00
TOP 1st FLOOR WINDOW RL29.50 BOTTOM RL27.90
TOP 2nd FLOOR WINDOW RL32.25 BOTTOM RL30.65

AUSTRALIAN HEIGHT DATUM

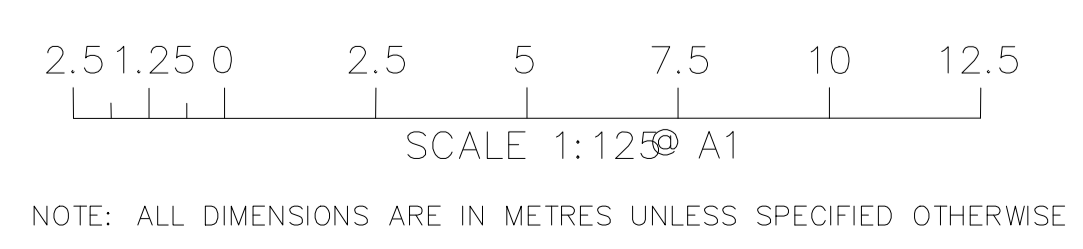
ORIGIN: SSM 168045
 RL: 27.456
 SCIMS: 14/11/2014

- IMPORTANT NOTES:**
- This detail survey is not a "survey" as defined by the Surveying and Spatial Information Act 2002. If any structure is to be erected upon the land then the boundary corners MUST be marked.
 - All bearings and distances are subject to final survey.
 - If any building or structure is to be located relative to an existing feature shown on this plan, such feature should be located accurately by survey.
 - Underground services have not been surveyed. Only visible services are shown and are in approximate positions only. A "Dig Before You Dig" search MUST be made before any excavation and construction work can commence.
 - Ridge and gutter heights on subject and adjoining properties are approximate only.
 - All tree canopies are to scale.
 - Contours show indicative relief patterns only and are not to be used for level interpolation.
 - These general notes should be stored with the supplied CAD drawing.

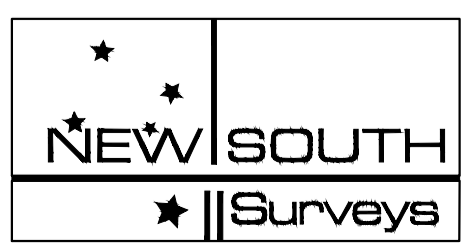


DATE	REVISION	BY

© COPYRIGHT New South Surveys Pty Ltd, 2014. This plan is and shall remain the property of New South Surveys. This plan is not to be used or reproduced by any process without prior written permission. Unauthorised use of this plan in any way is prohibited.



DRAWN: PCJ
 SURVEYED: AS
 CHECKED: DH
 M.I.S. NSW



NEW SOUTH SURVEYS Pty Ltd
 Land & Engineering Surveyors
 P.O. BOX 119 Granville NSW 2142
 Mobile: 0405 416 914 Fax: (02)9885 0630
 Email: info@newsouthsurveys.com.au

CLIENT: BEANI PROJECTS
 PROJECT: 108-120 STATION STREET WENTWORTHVILLE
 TOPOGRAPHICAL SURVEY

SCALE: 1 : 1250 A1
 DATE: 14/11/2014
 DRAWING No: 114422

APPENDIX C

SITE PHOTOGRAPHS



SITE PHOTOGRAPHS

Client:	Beaini Projects Pty Ltd
Project:	Preliminary Site Investigation
Site Location:	108 Station Street, Wentworthville NSW
Job No.:	ES6206
Photos Taken By:	CK



Photograph N° 1



View of 108 Station Street, Wentworthville frontage
Looking southeast. Inspected on 27.03.2015

Photograph N° 2



View of site showing sealed pathway within western
(Station Street) boundary.
Looking southeast. Inspected on 27.03.2015

Photograph N° 3



View of asphalt sealed driveway to rear carpark
Looking east. Inspected on 27.03.2015

Photograph N° 4



View of rear carpark.
Looking south. Inspected on 27.03.2015

Photograph N° 5



View of carpark showing typical stains on surfaces
Inspected on 27.03.2015

Photograph N° 6



View of carpark showing cracks and holes within
surfaces. Inspected on 24.03.2015

SITE PHOTOGRAPHS

Client:	Beaini Projects Pty Ltd
Project:	Preliminary Site Investigation
Site Location:	108 Station Street, Wentworthville NSW
Job No.:	ES6206
Photos Taken By:	CK



Photograph N° 7



View of carpark showing high voltage electrical transformer box.
Looking southeast. Inspected on 27.03.2015

Photograph N° 8



View of rear of property showing grease pit and chemical /oil storage area.
Looking north. Inspected on 27.03.2015

Photograph N° 9



View of rear of property showing chemical storage shed
Looking west. Inspected on 27.03.2015

Photograph N° 10



View of rear carpark showing unsealed area within south east corner of carpark
Looking east. Inspected on 27.03.2015

Photograph N° 11



View of adjacent medium-high density residential property on eastern (downgradient) boundary.
Looking east. Inspected on 27.03.2015

Photograph N° 12



View of adjacent commercial property on northern (upgradient) boundary.
Looking north. Inspected on 27.03.2015

APPENDIX D

LAND TITLE INFORMATION



HISTORICAL TITLE SEARCH

Certificate issued under Section 96G
of the Real Property Act 1900

No. 78

Search certified to: 27/3/2015 9:54AM

Computer Folio Reference: B/410947

Page 1

First Title(s): SEE PRIOR TITLE(S)

Prior Title(s): VOL 15519 FOL 74

Recorded	Number	Type of Instrument	C.T. Issue
-----	-----	-----	-----
29/7/1989		TITLE AUTOMATION PROJECT	LOT RECORDED FOLIO NOT CREATED
4/10/1989		CONVERTED TO COMPUTER FOLIO	FOLIO CREATED CT NOT ISSUED
✓ 6/9/1990	Z193326	LEASE	EDITION 1
12/3/1991	Z525410	LEASE	EDITION 2
21/5/1991	Z525411	LEASE	
✓ 21/5/1991	Z606154	LEASE	EDITION 3
15/6/1992	E524114	CAVEAT	
⊘ 12/2/1993	I113618	WITHDRAWAL OF CAVEAT	
⊘ 24/3/1993	I191282	LEASE	
24/3/1993	I191283	LEASE	
24/3/1993	I191284	LEASE	
✓ 24/3/1993	I191285	TRANSFER BY MORTGAGEE UNDER POWER OF SALE	
24/3/1993	I191286	REQUEST	EDITION 4
25/3/1993	I191287	MORTGAGE	EDITION 5
5/8/1994	U506603	TRANSFER OF LEASE	
5/8/1994	U506604	VARIATION OF LEASE	
5/8/1994	U506605	TRANSFER OF LEASE	

END OF PAGE 1 - CONTINUED OVER

doccop1

PRINTED ON 27/3/2015 78

The Registrar General certifies that at the date and time specified above the information set out in this search constitutes the historical record of all dealings recorded in or action taken in respect of the mentioned title which is required to be kept by the Registrar General under section 32(7) of the Real Property Act 1900.



HISTORICAL TITLE SEARCH

Certificate issued under Section 96G
of the Real Property Act 1900

No. 78

Search certified to: 27/3/2015 9:54AM

Computer Folio Reference: B/410947

Page 2

Recorded	Number	Type of Instrument	C.T. Issue
-----	-----	-----	-----
	3/11/1994	U760035	DETERMINATION OF LEASE
✓	3/11/1994	U760036	LEASE EDITION 6
	6/2/1995	U968462	TRANSFER GRANTING EASEMENT EDITION 7
	24/3/1995	O111404	DISCHARGE OF MORTGAGE
✓	24/3/1995	O111405	TRANSFER
	24/3/1995	O111406	MORTGAGE EDITION 8
	11/9/1995	O459584	TRANSFER RELEASING EASEMENT EDITION 9
	2/2/1996	O885641	LEASE EDITION 10
	16/4/1997	2881706	LEASE EDITION 11
	28/4/1998	3944925	DISCHARGE OF MORTGAGE
	28/4/1998	3944926	CHANGE OF NAME
	28/4/1998	3944927	MORTGAGE EDITION 12
✓	9/11/1998	5382069	LEASE EDITION 13
	19/11/1998	5407660	TRANSFER OF LEASE
	19/11/1998	5407661	MORTGAGE OF LEASE
	13/12/2001	8200306	DEPARTMENTAL DEALING
	26/9/2002	8987302	DISCHARGE OF MORTGAGE
✓	26/9/2002	8987303	TRANSFER
	26/9/2002	8987304	MORTGAGE EDITION 14
	9/12/2003	AA234680	LEASE EDITION 15

END OF PAGE 2 - CONTINUED OVER

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The Registrar General certifies that at the date and time specified above the information set out in this search constitutes the historical record of all dealings recorded in or action taken in respect of the mentioned title which is required to be kept by the Registrar General under section 32(7) of the Real Property Act 1900.





HISTORICAL TITLE SEARCH

Certificate issued under Section 96G
of the Real Property Act 1900

No. 78

Search certified to: 27/3/2015 9:54AM

Computer Folio Reference: B/410947

Page 3

Recorded -----	Number -----	Type of Instrument -----	C.T. Issue -----
12/2/2004	AA411196	LEASE	EDITION 16
30/3/2005	AB376909	VARIATION OF MORTGAGE	EDITION 17
14/9/2005	AB768965	MORTGAGE OF LEASE	
✓ 28/9/2005	AB803964	LEASE	EDITION 18
7/12/2006	AC795298	VARIATION OF MORTGAGE	EDITION 19
8/8/2007	AD320375	DISCHARGE OF MORTGAGE	
8/8/2007	AD320376	MORTGAGE OF LEASE	
17/1/2008	AD684219	DISCHARGE OF MORTGAGE	
17/1/2008	AD684220	MORTGAGE	
✓ 17/1/2008	AD684221	LEASE	EDITION 20
16/2/2009	AE132213	WITHDRAWN - DISCHARGE OF MORTGAGE	
16/2/2009	AE132215	WITHDRAWN - MORTGAGE OF LEASE	
21/1/2010	AF265509	LEASE	EDITION 21
23/12/2010	AF963964	MORTGAGE OF LEASE	
7/2/2011	AG44293	LEASE	EDITION 22
23/9/2011	AG516342	DISCHARGE OF MORTGAGE	
23/9/2011	AG516343	MORTGAGE	EDITION 23
✓ 14/2/2012	AG789227	LEASE	EDITION 24

END OF PAGE 3 - CONTINUED OVER

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PRINTED ON 27/3/2015 78

The Registrar General certifies that at the date and time specified above the information set out in this search constitutes the historical record of all dealings recorded in or action taken in respect of the mentioned title which is required to be kept by the Registrar General under section 32(7) of the Real Property Act 1900.





HISTORICAL TITLE SEARCH

Certificate issued under Section 96G
of the Real Property Act 1900

No. 78

Search certified to: 27/3/2015 9:54AM

Computer Folio Reference: B/410947

Recorded	Number	Type of Instrument	C.T. Issue
-----	-----	-----	-----
14/10/2013	AI84710	VARIATION OF LEASE	

*** END OF SEARCH ***



97-01T



1

TRANSFER

Real Property Act, 1900



0
111405 B

Office of

bl

\$2,000

210295 6121 04 200925267/03

(A) LAND TRANSFERRED

Show no more than 20 References to Title.
If appropriate, specify the share transferred.

FOLIO IDENTIFIER B/410947

(B) LODGED BY

L.T.O. Box

Name, Address or DX and Telephone

24J

COMMONWEALTH BANK OF AUSTRALIA
120 PITT ST SYDNEY NSW
PHONE: 312 2195 DX 434

REFERENCE (max. 15 characters): 2173 DURRES

(C) TRANSFEROR

ISIKIT PTY LIMITED ACN 002 455 218

(D) acknowledges receipt of the consideration of \$900,000.00

and as regards the land specified above transfers to the Transferee an estate in fee simple

(E) subject to the following ENCUMBRANCES

- 1. D191282
- 2. I191283
- 3. I191284
- 4. U700036

(F) TRANSFEE

T

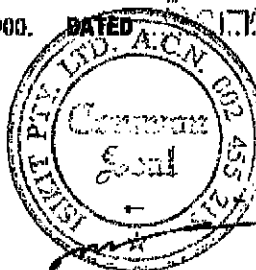
ANTONIO DUARTE and MARIA DUARTE

TENANCY: JOINT

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

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

THE COMMON SEAL OF ISIKIT PTY. LIMITED was hereunto affixed by the authorized Signature of Witness of the board of directors in the presence of:



Name of Witness (BLOCK LETTERS)
[Signature]
Secretary Address of Witness

Director Signature of Transferor

Signed in my presence by the Transferee who is personally known to

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

Solicitor for Signature of Transferee
JOSEPH CAPOGRECO

INSTRUCTIONS FOR FILLING OUT THIS FORM ARE AVAILABLE FROM THE LAND TITLES OFFICE CHECKED BY (office use only)

31



TITLE SEARCH

Computer Folio Certificate issued under Section 96D of the Real Property Act 1900

No. 77

Search certified to:

27/3/2015 9:54 AM

COMPUTER FOLIO REFERENCE	
B/410947	
EDITION No. & DATE OF CURRENT CERTIFICATE OF TITLE	
24	14/2/2012

LAND

LOT B IN DEPOSITED PLAN 410947
AT WENTWORTHVILLE
LOCAL GOVERNMENT AREA HOLROYD
PARISH OF PROSPECT COUNTY OF CUMBERLAND
TITLE DIAGRAM DP410947

FIRST SCHEDULE

MICHAEL ELIAS

SAMIRA ELIAS

AS JOINT TENANTS

(T 8987303)

SECOND SCHEDULE (9 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2 M791690 RIGHT OF WAY APPURTENANT TO THE LAND ABOVE DESCRIBED AFFECTING THE LAND SHOWN SO BURDENED IN PLAN WITH M791690
3 M791691 RIGHT OF WAY AFFECTING THE LAND SHOWN SO BURDENED IN PLAN WITH M791691
4 U968462 EASEMENT TO DRAIN WATER 1.2 WIDE AFFECTING THE PART OF THE LAND ABOVE DESCRIBED SHOWN SO BURDENED IN PLAN WITH U968462
5 SP50270 EASEMENT TO DRAIN WATER 2 AND 3 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
6 AF265509 LEASE TO MICHAEL JAMES DIXON BEING SHOPS 3 & 4 , 116 STATION STREET, WENTWORTHVILLE. EXPIRES: 30/6/2013.
AF963964 MORTGAGE OF LEASE AF265509 TO COMMONWEALTH BANK OF AUSTRALIA
* AI84710 VARIATION OF LEASE AF265509 EXPIRY DATE NOW

END OF PAGE 1 - CONTINUED OVER

The Registrar General certifies that at the date and time specified above the person(s) described in the First Schedule was the registered proprietor of an estate in fee simple (or other such estate or interest set out in the Schedule) in the land described, subject to any exceptions, encumbrances, interests, and entries which appear in the Second Schedule.

* 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.





TITLE SEARCH

Computer Folio Certificate issued under Section 96D of the Real Property Act 1900

No. 77

Search certified to:

27/3/2015 9:54 AM

COMPUTER FOLIO REFERENCE	
B/410947	
EDITION No. & DATE OF CURRENT CERTIFICATE OF TITLE	
24	14/2/2012

SECOND SCHEDULE (9 NOTIFICATIONS) (CONTINUED)

31/12/2014.

- 7 AG44293 LEASE TO JANSI RANI JOHN OF SHOPS 10 TO 12, 108-120 STATION STRETT, WENTWORTHVILLE. EXPIRES: 31/8/2012. OPTION OF RENEWAL: 3 YEARS.
- 8 AG516343 MORTGAGE TO BANK OF WESTERN AUSTRALIA LIMITED
- 9 AG789227 LEASE TO AMIT KUMAR & REEMA NAGPAL OF SHOP 5, 108-120 STATION STREET, WENTWORTHVILLE. EXPIRES: 21/9/2014. OPTION OF RENEWAL: 3 YEARS WITH A FURTHER OPTION OF 3 YEARS.

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



CERTIFICATE OF TITLE
REAL PROPERTY ACT, 1900



15519

NEW SOUTH WALES

Vol. 15519 Fol. 74

First Title Old System
Prior Title Vol. 8442 Fol. 95



EDITION ISSUED 17 2 1988

I certify that the person named in the First Schedule is the registered proprietor of an estate in fee simple (or such other estate or interest as is set out below) in the land described subject to the recordings appearing in the Second Schedule and to the provisions of the Real Property Act, 1900.

Spencer
CANCELLED



15519 Fol. 74
(Page 1) Vol.

S
CITY

SEE AUTO FOLIO

LAND REFERRED TO

Lot B in DP410947 at Wentworthville in the Municipality of Holroyd Parish of Prospect County of Cumberland.

Title Diagram: DP410947.

FIRST SCHEDULE

RALIAN PTY. LIMITED.

H161492

SECOND SCHEDULE

1. Reservations and conditions in the Crown grant.
- EDZ2. M618564 Easement for drainage appurtenant to the land above described affecting the land shown so burdened in plan with M618564.
- RWZ3. M791690 Easement for right of way appurtenant to the land above described affecting the land shown so burdened in plan with M791690.
4. R286491 Mortgage to National Australia Bank Limited. X586114
- RW 5. M791691 Easement for right of way affecting the land shown so burdened in plan with M791691.
- L 6. V445930 Lease to Jennifer Anne Wall and Kathleen Margaret Formosa, as Joint Tenants of Shop 5, Ralian Centre, 108-120 Station Street, Wentworthville together with and reserving rights. Expires 31-12-1986. Option of renewal.
- (L) 7. V445930 Lease V445931 Transfer. Lessees now Isabel Mary Smith and Merridee Lyn Renshall, as Joint Tenants.
8. X267542 Mortgage to Custom Credit Corporation Limited. X586112
- L 9. X267543 Lease to J.K.N. Holdings Pty. Limited of Shop No.4, Ralian Centre, 108-120 Station Street, Wentworthville. Expires 25-11-1989. Option of renewal 5 years.
- L 10. X267544 Lease to Frank Pellegrino and Joan Pellegrino, as Joint Tenants of Shop No.3, Ralian Centre, 108-120 Station Street, Wentworthville. Expires 25-11-1988. Option of renewal 5 years.
- L 11. X267546 Lease to Piero Bartolacci and Inelda Bartolacci, as Joint Tenants of Shops Nos. 1 and 2, shown in plan with X267546. Expires 25-11-1989.

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

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

L.O. 56

FIRST SCHEDULE (continued)
REGISTERED PROPRIETOR

Registrar General

CANCELLED

SEE AUTO FOLIO

SECOND SCHEDULE (continued)

PARTICULARS

Registrar General

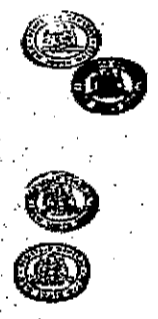
CANCELLATION

EWZ
 X385210^P Transfer - Easement to drain water appurtenant to the land within described affecting the land shown as "site of proposed drainage easement" in plan with M618564. Registered 18-3-1988

m
 X586116^P Mortgage to Farrow Mortgage Services Pty. Limited Registered ~~(10-6-1988)~~ 16-6-1988

NY
 X184206^P Mortgage to Farrow Mortgage Services Pty. Limited. Registered 16-3-1989.

U
 X267546^P Lease Y418231 Transfer to Devadi Pty. Limited. Registered 26-7-1989.



NOTATIONS AND UNREGISTERED DEALINGS

X385210^P
X586116^P
X184206^P
X267546^P

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

Form: 01T
Licence: 01-08-067
Licensee: Midware Systems
Champion Legal

① **TRANSFER**
New South Wales
Real Property Act 1900



8987303V

PRIVACY NOTE: this information is legally required and will be

STAMP DUTY

Office of State Revenue use only

NEW SOUTH WALES DUTY
23-09-2002 0001122807-001
SECTION 18(2)
DUTY \$ *****2.00

(A) TORRENS TITLE

If appropriate, specify the part transferred
Folio Identifier B/410947

(B) LODGED BY

Delivery Box

Name, Address or DX and Telephone

9901

Champion Legal
Reference (optional): JHF:AC

CODE

T
TW
(Sheriff)

(C) TRANSFEROR

ANTONIO DA SILVA DUARTE and MARIA DUARTE

(D) CONSIDERATION

The transferor acknowledges receipt of the consideration of \$ 2,280,000.00 and as regards

(E) ESTATE

the land specified above transfers to the transferee an estate in fee simple.

(F) SHARE TRANSFERRED

(G) Encumbrances (if applicable):

(H) TRANSFEREE

MICHAEL ELIAS and SAMIRA ELIAS

(I) TENANCY: Joint Tenants

(J) DATE

I certify that the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

Certified correct for the purposes of the Real Property Act 1900 by the transferor.

Signature of witness: *[Signature]*
Name of witness: Vesna Nikolouska
Address of witness: 90-92 Avclley St
Petersham NSW 2049

Signature of transferor:
Antonio Duarte
Maria Duarte

Certified correct for the purposes of the Real Property Act 1900 by the person whose signature appears below.

Signature: *[Signature]*
Signatory's name: PAT SPITHILL
Signatory's capacity: Solicitor for the transferee

OFF L I 191282 VL checked Jm

RP6
1988 STAMP DUTY



I
191285 G



#2-

**TRANSFER BY MORTGAGEE
UNDER POWER OF SALE**

TP

	of	
\$		R

REAL PROPERTY ACT, 1900
(See Instructions for Completion on back of form)

Torrens Title Reference	If Part Only, Delete Whole and Give Details	Location
FOLIO IDENTIFIER B/410947	WHOLE	MOSMAN

DESCRIPTION OF LAND
Note (a)

TRANSFEROR
Note (b)

FARROW MORTGAGE SERVICES PTY LIMITED (IN LIQUIDATION) ACN 006 125 757
Level 11, 459 Collins Street, Melbourne
as mortgagee exercising power of sale

291092 7908 04 001442114/03

(the abovenamed TRANSFEROR) being the registered proprietor of MORTGAGE No. X586116 & Y184206
dated 24 May 1988, from the MORTGAGOR, *RALIAN PTY LIMITED*,
and 8 February 1989 respectively

MORTGAGOR
Note (c)

Note (d)

hereby acknowledges receipt of the consideration of \$ 790,000.00
and, as mortgagee under the abovementioned mortgage, transfers in exercise of power of sale an estate in fee simple in the land above described to the undermentioned TRANSFEREE

TRANSFEREE
Note (b)

ISIKIT PTY LIMITED ACN 002 455 218 of 4/76 Campbell Parade, Bondi Beach	OFFICE USE ONLY
--	-----------------

TENANCY
Note (e)

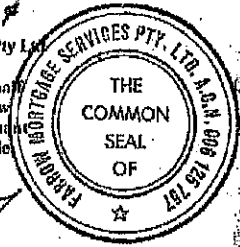
PRIOR ENCUMBRANCES
Note (f)

subject to the following PRIOR ENCUMBRANCES *x* Lease No. Z193326
2. Lease Z525410 3. Lease No. Z525411 4. Lease No. Z606154
5. Lease *d* 6. Lease *d* 7. Lease *f*

\$2,000

DATE 9th November 1992

The Common Seal of Farrow Mortgage Services Pty Ltd (In Liquidation) was hereunto affixed in the presence of James Patrick Downey and on behalf of Anthony George Hodgson (Liquidator of Farrow Mortgage Services Pty Ltd (In Liquidation)) pursuant to an Order of the Supreme Court of Victoria made 11th March, 1992 in the further presence of:



EXECUTION
Note (g)

We hereby certify this dealing to be correct for the purposes of the Real Property Act, 1900.

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

[Signature]
Signature of Witness

CHRISTINE JELL
Name of Witness (BLOCK LETTERS)

525 BONAVILLE STREET MELBOURNE
Address and occupation of Witness

[Signature]
Signature of Transferor

Note (g)

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

[Signature]
Signature of Witness

Name of Witness (BLOCK LETTERS)

Address and occupation of Witness

Solicitor for the *[Signature]*
ANNE ELIZABETH WALKER

*may be accepted
rel NOS
LP advices necessary
advices sent to
Anthony
17/3/93*

TO BE COMPLETED BY LODGING PARTY
Notes (h) and (i)

LODGED BY <i>Ann</i>		LOCATION OF DOCUMENTS	
CT	OTHER	<input checked="" type="checkbox"/>	Herewith.
		<input type="checkbox"/>	In L.T.O. with
		<input type="checkbox"/>	Produced by
Checked	Passed	REGISTERED	- -19
<i>[Signature]</i>			
Signed	Extra Fee		
		Secondary Directions	OFF M X586116 OFF M Y184206
		Delivery Directions	

OFFICE USE ONLY

Form: 07L
 Release: 2.8
 www.lpma.nsw.gov.au

LEASE
 New South Wales
 Real Property Act 1900



AG789227P

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

STAMP DUTY

Office of State Revenue use only

(A) TORRENS TITLE

Property leased B/410947 part being Shop 5, 108-120 Station Street, Wentworthville

(B) LODGED BY

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
iw	Paramonte Legal DX 8263 PARRAMATTA PH: (02) 9635 7388 Reference: MH:2110138	L

(C) LESSOR

Michael ELIAS & Samira ELIAS	RELODGED 14 FEB 2012
------------------------------	-------------------------

The lessor leases to the lessee the property referred to above.

(D)

Encumbrances (if applicable):

TIME: 1215

(E) LESSEE

Amit KUMAR & Reema NAGPAL
TENANCY: <i>Joint Tenet</i>

- (G) 1. **TERM** 3 YEARS
 2. **COMMENCING DATE** 22 SEPTEMBER 2011
 3. **TERMINATING DATE** 21 SEPTEMBER 2014
 4. With an **OPTION TO RENEW** for a period of 3 YEARS x 3 YEARS set out in clause 4 of ANNEXURE B AND ITEM 12 OF ANNEXURE A
 5. With an **OPTION TO PURCHASE** set out in clause N.A. of N.A.
 6. Together with and reserving the **RIGHTS** set out in clause N.A. of N.A.
 7. Incorporates the provisions or additional material set out in **ANNEXURE(S)** A&B hereto.
 8. Incorporates the provisions set out in N.A. with the Land and Property Management Authority as No. N.A.
 9. The **RENT** is set out in clause No. 5 of Annexure B

iw *R*

*PROV ON 10/11/12 BY 5356 PRL.
 OFF AD 60421
 TENANCY*

DATE

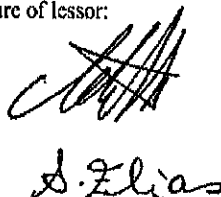
(H) I certify that the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

Certified correct for the purposes of the Real Property Act 1900 by the lessor.

Signature of witness:



Signature of lessor:



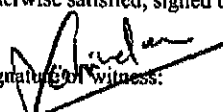
Name of witness:
Address of witness:

Mireille Haddad
Solicitor
Suite 5, 2 Horwood Place
Parramatta NSW 2150

I certify that the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

Certified correct for the purposes of the Real Property Act 1900 by the lessee.

Signature of witness:



Signature of lessee:

Name of witness: **YATIN GOJ KUMAR BACHWA**
Address of witness: **319 BLACKTOWN ROAD**
PROSPECT NSW 2148




Date: 22/09/11

(I) STATUTORY DECLARATION*

I solemnly and sincerely declare that—

1. The time for the exercise of option to _____ in expired lease No. _____ has ended; and
2. 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 provisions of the Oaths Act 1900.

Made and subscribed at
on

in the State of New South Wales
in the presence of—

Signature of witness:

Signature of lessor:

Full name of witness:

Address of witness:

Qualification of witness: *[tick one]*

- Justice of the Peace
- Practising Solicitor
- Other qualified witness *[specify]*

* As the Land and Property Management Authority may not be able to provide the services of a justice of the peace or other qualified witness, the statutory declaration should be signed and witnessed prior to lodgment.

Annexure A

ANNEXURE A

SEE A SOLICITOR ABOUT THIS LEASE

Landlord: MICHAEL ELIAS & SAMIRA ELIAS

Tenant: AMIT KUMAR & REEMA NAGPAL
T/AS FEMINA BEAUTY SALON

This annexure consists of 2 pages.

NOTE: Any alterations and additions to Lease Covenants in Annexure B must be made by additional clauses in Annexure A. The printed clauses in Annexure B are to remain in their copyright form without alteration.

SCHEDULE OF ITEMS (continued)

- Item 10 (cls 2.3, 13.1) (cl 13.7)
- A. The guarantor: Reema Nagpal & Amit Kumar
 - B. Limit of guarantor's liability: N/A
- Item 11 (cl 3)
- . Additional leased property: N/A
- Item 12 (cl 4)
- A. Further period of 3 years from ~~22/09/2014~~ to ~~21/09/2017~~.
 - B. Further period of 3 years from ~~22/09/2017~~ to ~~10/09/2020~~ *21/09/2020*
 - C. Maximum period of tenancy under this lease and permitted renewals: years
 - D. First day option for renewal can be exercised: *22/03/2014*
 - E. Last day option for renewal can be exercised: *22/06/2014*

Item 13 (cl 5)

- A. Rent
- For the lease period:
- From *22* November 2011 to the first rent review date: \$40,040.00 (including GST) per annum by monthly instalments of \$3,336.67
- Afterwards: At the new yearly rent beginning on each review date by monthly instalments of one twelfth of the new yearly rent.
- For the further period in item 12A: From the commencement date to the first rent review date: (for example: Current market rent) Indexed to CPI
- Afterwards: At the new yearly rent beginning on each review date by monthly instalments of one twelfth of the new yearly rent.

Q R

M.E S.Z

Annexure A

For the further period in item 12B:
 From the commencement date
 to the first rent review date:
 (for example: Current market rent)

Indexed to CPI

Afterwards:

At the new yearly rent beginning on each review date by monthly instalments of one twelfth of the new yearly rent.

Item 13
 (cl 15)

B. Goods and Services Tax

Clause 15 provides for payment by the tenant of Goods and Services Tax unless otherwise here indicated:

Item 14
 (cl 5)

Outgoings

A. Share of outgoings: 100%

B. Outgoings -

(a) Water Usage

for the land or the building of which the property is part, fairly apportioned to the period of this lease.

Item 15
 (cl 5.1.5)

Interest rate: %

Item 16
 (cl 5.4)

Rent review

Rent review date	Method of rent review	If Method 1 applies, increase by (the increase should show percentage or amount)
10 September 2012	Method 2	Not Applicable
10 September 2013	Method 2	
10 September 2014	Method 2	

Method 1 is a fixed amount or percentage
 Method 2 is Consumer Price Index.
 Method 3 is current market rent.

Method 2 applies unless another method is stated.

Item 17
 (cl 6.1)

Permitted use: Beauty Salon

Item 18
 (cl 8.1.1)

Amount of required public liability insurance: \$10 Million Dollars

Item 19
 (cl 16)

Bank Guarantee

\$10,010.00, which is equivalent to three (3) months rent, inclusive of GST

Item 20
 (cl 17)

Rent Free Period

For a period of 2 months commencing on the commencement date and terminating on 22 November 2011

[Handwritten initials and signature]

ANNEXURE B

SEE A SOLICITOR ABOUT THIS LEASE

Landlord: **MICHAEL ELIAS & SAMIRA ELIAS**

Tenant: **AMIT KUMAR & REEMA NAGPAL
T/AS FEMINA BEAUTY SALON**

This annexure consists of 14 pages.

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WARNING: Unauthorised reproduction in whole or in part is an infringement of copyright.

NOTE: Any alterations and additions to Lease Covenants in Annexure B must be made by additional clauses in Annexure A. The printed clauses in Annexure B are to remain in their copyright form without alteration.

CONTENTS

CLAUSE	SUBJECT	PAGE	CLAUSE	SUBJECT	PAGE
1	Form of this Lease	2	9	Access	8
2	Parties	2	10	Transfer and Sub-Lease	8
3	The Property	2	11	Landlord's other Obligations	9
4	Lease Period	2	12	Forfeiture and End of Lease	10
5	Money	3	13	Guarantee	11
6	Use	6	14	Exclusions, Notices and Special Clauses	11
7	Condition and Repairs	6	15	Goods and Services Tax	12
8	Insurance and Damage	7			

RETAIL LEASE CERTIFICATE

If section 16 of the Retail Leases Act 1994 applies to this lease, and the term plus any further terms are less than 5 years, the term will be extended unless a section 16 certificate is given. Sections 16(1) and (2) provide -

- 16(1) The term for which a retail shop lease is entered into, together with any further term or terms provided for by any agreement or option for the acquisition by the lessee of a further term as an extension or renewal of the lease, must not be less than 5 years. An agreement or option is not taken into account if it was entered into or conferred after the lease was entered into.
- 16(2) If a lease is entered into in contravention of this section, the validity of the lease is not thereby affected but the term of the lease is extended by such period as may be necessary to prevent the lease contravening this section.

I certify that I am a solicitor not acting for the landlord and that at the request of the tenant I explained to the tenant before the tenant entered into this lease -

- ▣ the effect of sections 16(1) and (2); and
- ▣ that the giving of this certificate would result in section 16 not applying to this lease.

.....
Date

.....
Signature

.....
NAME (BLOCK LETTERS)

.....
.....
.....

.....
.....
.....

Q R

M.F. J.Z.

CLAUSE 1 FORM OF THIS LEASE

What are the parts to this lease?

- 1.1 There are three parts to this lease - a lease form, Annexure A and this annexure.
- 1.2 This lease is a deed even if it is not registered.

CLAUSE 2 PARTIES

Who are the parties to this lease?

- 2.1 The landlord. The landlord is also called the lessor (or in the case of a sublease, the sublessor) and is named on page 1 of this lease.
- 2.2 The tenant. The tenant is also called the lessee (or in the case of a sublease, the sublessee) and is named on page 1 of this lease.
- 2.3 The guarantor, if a guarantor is named in item 10 in the schedule.
- 2.4 If a party consists of two or more persons, obligations of that party can be enforced against any one or more of them.

CLAUSE 3 THE PROPERTY

What property is leased?

- 3.1 The property leased is described on page 1 of this lease.
- 3.2 The landlord's fixtures are included in the property leased.
- 3.3 If anything else is leased (such as furniture belonging to the landlord) and is described in item 11 in the schedule it is included in the property.
- 3.4 If the property has facilities and services shared in common with other persons in the same building as the property, clause 11.3.2 applies to those common facilities. The tenant shares the common facilities with the landlord, and with other tenants of the landlord. The landlord can set reasonable rules for sharing these common facilities.

CLAUSE 4 LEASE PERIOD

How long is this lease for?

- 4.1 This lease is for the period stated in item 1 in the schedule, commences on the date stated in item 2 in the schedule and ends on the date stated in item 3 in the schedule.
- 4.2 If a further period, commencing when this lease ends, is stated in item 12A in the schedule then the tenant has the option to renew this lease for that period.
- 4.3 The tenant can renew this lease more than once if that is stated in item 12B in the schedule. However the period of tenancy under this lease and under any renewal(s) is, in total, not longer than the maximum period stated in item 12C in the schedule.

Handwritten initials: R, R

Handwritten initials: MF, A-Z

4.4 The tenant can exercise the option only if -

- 4.4.1 the tenant serves on the landlord a notice of exercise of option not earlier than the first day stated in item 12D in the schedule and not later than the last day stated in item 12E in the schedule;
- 4.4.2 there is at the time of service no rent or outgoing that is overdue for payment; and
- 4.4.3 at the time of service all the other obligations of the tenant have been complied with or fully remedied in accordance with the terms of any notice to remedy given by the landlord.

If this lease is extended by legislation, items 12D and 12E in the schedule are adjusted accordingly.

4.5 After exercising the option the tenant must continue to pay all rents and outgoings on time and continue to comply with all of the tenant's obligations under this lease. If the tenant does not do so, the landlord may treat any breach as being a breach of the new lease as well as of this lease.

4.6 A new lease will be the same as this lease except for -

- 4.6.1 the new rent;
- 4.6.2 the commencement date and the termination date;
- 4.6.3 the omission of clauses 4.2, 4.3, 4.4, 4.5 and 4.6 and items 12A and 12B in the schedule in the last lease allowed in item 12 in the schedule;
- 4.6.4 item 12B becoming item 12A;
- 4.6.5 adjustment of item 12C in the schedule; and
- 4.6.6 adjustment of items 12D and 12E in the schedule. The number of days between the dates stated in items 12D and 12E in the schedule of the new lease and the termination date of the new lease and the number of days between each date stated in items 12D and 12E in the schedule of this lease and the termination date of this lease are to correspond.

If the new rent is to be current market rent it will be decided in the same way that current market rent is to be decided under Method 3 stated in clause 5 assuming that this lease and the new lease were one continuous lease and the commencement date of the new lease was a rent review date.

CLAUSE 5 MONEY

What money must the tenant pay?

5.1 The tenant must pay to the landlord or as the landlord directs -

- 5.1.1 the rent stated in item 13A in the schedule;
- 5.1.2 the share stated in item 14A in the schedule of those outgoings stated in item 14B in the schedule;
- 5.1.3 the reasonable cost to the landlord of remedying a default by the tenant;
- 5.1.4 the reasonable cost to the landlord of dealing with any application by the tenant for the landlord's consent under this lease (whether or not it is given);
- 5.1.5 interest on these moneys at the rate stated in item 15 in the schedule when payment is more than 14 days overdue, calculated from the due date to the date of payment;
- 5.1.6 registration fee for registration of this lease at Land and Property Information NSW (payable on delivery to the landlord's solicitor of the executed lease);
- 5.1.7 stamp duty on this lease (payable on delivery to the landlord's solicitor of the executed lease) if not previously paid by the tenant to the Office of State Revenue;
- 5.1.8 if the tenant defaults, the landlord's reasonable legal costs relating to the default;
- 5.1.9 the landlord's reasonable costs and expenses in connection with the preparation of this lease but only that part of those costs and expenses which are permitted to be recovered by a landlord under section 14 and section 45 of the Retail Leases Act, 1994; and
- 5.1.10 Goods and Services Tax as provided for in clause 15.

5.2 The first month's instalment of rent is to be paid by the commencement date. Each later month's instalment of rent is to be paid in advance.

Q R

ME J.Z

5.3 A payment under clause 5.1.2 must be paid on the next rent day after a request for payment is made by the landlord.

A request for payment can be made -

- 5.3.1 after the landlord has paid an outgoing; or
- 5.3.2 after the landlord has received an assessment or account for payment of an outgoing.

If item 14B in the schedule refers to land tax -

- If the property is a strata lot, the relevant land tax is land tax on that lot;
- if the property is not a strata lot but is part of a building, the relevant land tax is land tax on the land on which the building is situated, plus any land of the landlord used or available for use by or for the benefit of tenants conducting business in the building or in connection with trading in the building; and
- in either case, the land tax must be calculated as if the land was the only land owned by the landlord and there was no special trust or non-concessional company involved.

When and how is the rent to be reviewed?

5.4 The rent is to be reviewed on the rent review dates stated in item 16 in the schedule.

If this lease is extended by legislation, the rent review dates include each anniversary of the latest rent review date stated in item 16 in the schedule (or if none is stated each anniversary of the commencement date) which falls during the extension.

5.5 The tenant must continue to pay rent at the old rate until the new rate is known. After that, the tenant is to pay the new rent from the next rent day. By that rent day the tenant is also to pay any shortfall between the old and new rate for the period since the rent review date. Alternatively, the landlord is to refund to the tenant any overpayment of rent.

5.6 There are three different methods described here for fixing the new rent on a rent review date. The method agreed by the landlord and the tenant is stated at item 16 in the schedule. The tenant is entitled to a reduction if the method produces a rent lower than the rent current just before the review date.

Method 1. By a fixed amount or percentage.

5.7 In this case the new rent beginning on each review date is stated in item 16 in the schedule.

Method 2. By reference to Consumer Price Index.

5.8 In this case -

- take the yearly rent as of the last review date or if none, the rent at the commencement date (\$X),
- divide that rent by the Consumer Price Index Number for Sydney (All Groups) for the quarter ended just before that date (CPI 1),
- multiply the result by the Consumer Price Index Number for Sydney (All Groups) for the quarter ended just before the review date (CPI 2).

The product is the new rent for the year beginning on the review date (\$Y), written as a formula -

$$\frac{\$X}{\text{CPI 1}} \times \text{CPI 2} = \$Y$$

Q R

ME J-Z

Annexure B

- 5.9 The landlord must calculate the new rent after each review date and give the tenant written notice of the new rent.
- 5.10 If the Australian Bureau of Statistics makes a change in the reference base of the index and there is a published co-relation between the old and new base then the published co-relation is to be applied to convert the CPI 1 figure to the new reference base. If there is none then the landlord and the tenant agree to accept the calculations of the landlord's solicitor who must be retained to determine a fair co-relation between the old and the new series of numbers.
- 5.11 If the index used to calculate the new rent is discontinued the landlord may substitute another index that, as nearly as practicable, serves the same purpose and, if there is no such index, then the rent will be fixed by Method 3.

Method 3. By reference to current market rent.

- 5.12 In this case the rent is to be the current market rent. This can be higher or lower than the rent payable at the rent review date and is the rent that would reasonably be expected to be paid for the property, determined on an effective rent basis, having regard to the following matters-
- 5.12.1 the provisions of this lease;
 - 5.12.2 the rent that would reasonably be expected to be paid for the property if it were unoccupied and offered for renting for the same or a substantially similar use to which the property may be put under this lease;
 - 5.12.3 the gross rent, less the landlord's outgoings payable by the tenant;
 - 5.12.4 where the property is a retail shop, rent concessions and other benefits that are frequently or generally offered to prospective tenants of unoccupied retail shops; and
 - 5.12.5 the value of goodwill created by the tenant's occupation and the value of tenant's fixtures and fittings are to be ignored.
- 5.13 The landlord or the tenant can inform the other in writing at least 60 days before the rent review date of the rent that the landlord or tenant thinks will be the current market rent at the review date.
- 5.14 If the landlord and the tenant agree on a new rent then that rent will be the new rent beginning on the rent review date and the landlord and the tenant must sign a statement saying so.
- 5.15 If the landlord and the tenant do not agree on the amount of the new rent 30 days before the rent review date, the current market rent will be decided by a valuer appointed under clause 5.16.
- 5.16 The landlord and the tenant can either agree upon a valuer or can ask the President of the Law Society of New South Wales to nominate a person who is a licensed valuer to decide the current market rent. Where the property is a retail shop, the valuer appointed must be a specialist retail valuer.
- 5.17 The valuer will act as an expert not an arbitrator. The landlord and the tenant can each make submissions in writing to the valuer within 14 days after they receive notice of the valuer's appointment but not later unless the valuer agrees.
- 5.18 The valuer's decision is final and binding. The valuer must state how the decision was reached.
- 5.19 If the valuer -
- 5.19.1 does not accept the nomination to act; or
 - 5.19.2 does not decide the current market rent within 1 month after accepting the nomination; or
 - 5.19.3 becomes incapacitated or dies; or
 - 5.19.4 resigns,
- then another valuer is to be appointed in the same way.

5.20 The landlord and tenant must each pay half the valuer's costs.

5.21 If the landlord and tenant do not agree upon a valuer and neither asks for a valuer to be nominated before -

5.21.1 the next rent review date passes; or

5.21.2 this lease ends without the tenant renewing it; or

5.21.3 this lease is transferred after the rent review date with the landlord's consent; or

5.21.4 the property is transferred after the rent review date

then the rent will not change on that rent review date.

CLAUSE 6 USE

How must the property be used?

6.1 The tenant must -

6.1.1 use the property for the purpose stated in item 17 in the schedule and not for any other purpose;

6.1.2 open for business at times usual for a business of the kind conducted by the tenant;

6.1.3 keep the property clean and dispose of waste properly; and

6.1.4 comply with all laws relating to strata schemes and all other laws regulating how the property is used, obtain any consents or licences needed, comply with any conditions of consent, and keep current any licences or registrations needed for the use of the property or for the conduct of the tenant's business there.

6.2 The landlord can consent to a change of use and cannot withhold consent unreasonably.

6.3 The tenant must not -

6.3.1 do anything that might invalidate any insurance policy covering the property or that might increase the premium unless the landlord consents in which case the tenant must pay the increased premium; or

6.3.2 use the property as a residence or for any activity that is dangerous, offensive, noxious, illegal or immoral or that is or may become a nuisance or annoyance to the landlord or to the owner or occupier of any neighbouring property; or

6.3.3 hold any auction, bankrupt or fire sale in the property; or

6.3.4 display signs or advertisements on the outside of the property, or that can be seen from the outside, unless the landlord consents (but the landlord cannot withhold consent unreasonably); or

6.3.5 overload the floors or walls of the property.

CLAUSE 7 CONDITION AND REPAIRS

Who is to repair the property?

7.1 The landlord must -

7.1.1 maintain in a state of good condition and serviceable repair the roof, the ceiling, the external walls and external doors and associated door jambs, and the floors of the property and must fix structural defects;

7.1.2 maintain the property in a structurally sound condition; and

7.1.3 maintain essential services.

D R

M.E J.F

7.2 The tenant must otherwise maintain the property in its condition at the commencement date and promptly do repairs needed to keep it in that condition but the tenant does not have to -

7.2.1 alter or improve the property; or

7.2.2 fix structural defects; or

7.2.3 repair fair wear and tear.

7.3 The tenant must also -

7.3.1 reimburse the landlord for the cost of fixing structural damage caused by the tenant, apart from fair wear and tear;

7.3.2 maintain and decorate the shop front if the property has one; and

7.3.3 decorate the inside of the property in the last 3 months of the lease period (however it ends) - 'decorate' here means restoring the surfaces of the property in a style and to a standard of finish originally used e.g. by repainting.

7.4 If an authority requires work to be done on the property and it is structural work or work needed to make the property safe to use then the landlord must do the work unless it is required only because of the way the tenant uses the property. But if it is any other work or is required only because of the way the tenant uses the property then the tenant must do the work.

7.5 If the tenant fails to do any work that the tenant must do the landlord can give the tenant a notice in writing stating what the tenant has failed to do. After the notice is given the tenant must -

7.5.1 do the work immediately if there is an emergency; and

7.5.2 do the work promptly and diligently in any other case.

If the tenant does not do the work, the landlord can do it and the tenant must reimburse the landlord for the cost of the work.

7.6 The tenant must not make any structural alterations to the property. Any other alterations require the landlord's consent in writing (but the landlord cannot withhold consent unreasonably).

CLAUSE 8 INSURANCE AND DAMAGE

What insurances must the tenant take out?

8.1 The tenant must keep current an insurance policy covering -

8.1.1 liability to the public in an amount not less than the amount stated in item 18 in the schedule (for each accident or event); and

8.1.2 damage or destruction from any cause to all plate glass in the windows and other portions of the property

and must produce to the landlord, upon request, the policy and the receipt for the last premium.

What happens if the property is damaged?

8.2 If the property or the building of which it is part is damaged (a term which includes destroyed) -

8.2.1 the tenant is not liable to pay rent, or any amount payable to the landlord in respect of outgoings and other charges, that is attributable to any period during which the property cannot be used under this lease or is inaccessible due to that damage;

8.2.2 if the property is still useable under this lease but its useability is diminished due to the damage, the tenant's liability for rent and any amount in respect of outgoings attributable to any period during which useability is diminished is reduced in proportion to the reduction in useability caused by the damage;

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Annexure B

- 8.2.3 if the landlord notifies the tenant in writing that the landlord considers that the damage is such as to make its repair impracticable or undesirable, the landlord or the tenant can terminate this lease by giving not less than 7 days notice in writing of termination to the other and no compensation is payable in respect of that termination;
- 8.2.4 if the landlord fails to repair the damage within a reasonable time after the tenant requests the landlord to do so the tenant can terminate this lease by giving not less than 7 days notice in writing of termination to the landlord; and
- 8.2.5 nothing in clause 8.2 affects any right of the landlord to recover damages from the tenant in respect of any damage or destruction to which the clause applies.

CLAUSE 9 ACCESS

What are the landlord's rights of access to the property?

- 9.1 The tenant must give the landlord (or anyone authorised in writing by the landlord) access to the property at any reasonable time for the purpose of-
 - 9.1.1 inspecting the condition of the property, or how it is being used; or
 - 9.1.2 doing anything that the landlord can or must do under this lease or must do by law; or
 - 9.1.3 viewing the property as a valuer, prospective buyer or mortgagee; or
 - 9.1.4 fixing a notice in a reasonable position on the outside of the property saying that it is for sale; or
 - 9.1.5 viewing the property as a prospective tenant not earlier than 6 months before the lease period ends; or
 - 9.1.6 fixing a notice not earlier than 6 months before the lease period ends in a reasonable position on the outside of the property saying that it is to let; or
 - 9.1.7 inspecting, cleaning or repairing another property or any services to another property.
- 9.2 The landlord must give the tenant at least 2 days written notice for access (except in an emergency). The day of the giving of the notice and any Saturday, Sunday or public holiday on which the property is not open for business are not counted.
- 9.3 The landlord must promptly make good any damage caused to the property and to any of the tenant's belongings which results from exercising these rights.
- 9.4 The tenant must give to the landlord a copy of any notice relating to the property or relating to any neighbouring property immediately after receiving the notice.

CLAUSE 10 TRANSFER AND SUB-LEASE

Can this lease be transferred or the property shared or sub-let?

- 10.1 The tenant must not transfer this lease without consent.
- 10.2 The landlord can withhold consent only if -
 - 10.2.1 the proposed transferee proposes to change the use to which the property is put; or
 - 10.2.2 where the property is a retail shop, the proposed transferee has financial resources or retailing skills inferior to those of the proposed transferor and otherwise the proposed transferee has financial resources or business experience inferior to those of the proposed transferor; or
 - 10.2.3 the tenant has not complied with clause 10.3 and, where the property is a retail shop, clause 10.4.
- 10.3 A request for the landlord's consent to a transfer of lease must be made in writing and the tenant must provide the landlord with such information as the landlord may reasonably require concerning the financial standing and business experience of the proposed transferee.

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- 10.4 Where the property is a retail shop, before requesting the consent of the landlord to a proposed transfer of this lease, the tenant must furnish the proposed transferee with a copy of any disclosure statement given to the tenant in respect of this lease, together with details of any changes that have occurred in respect of the information contained in the disclosure statement (being changes of which the tenant was aware or could reasonably be expected to be aware). For the purpose of enabling the tenant to comply with this obligation, the tenant can request the landlord to provide the tenant with a copy of the disclosure statement concerned and, if the landlord is unable or unwilling to comply with such a request within 14 days after it is made, this clause 10.4 does not apply.
- 10.5 Where the tenant has complied with clause 10.3 and where required to do so clause 10.4 and the landlord has not within 42 days after the request was made given notice in writing to the tenant either consenting or withholding consent the landlord is taken to have consented.
- 10.6 The tenant has to pay in connection with any consent the landlord's reasonable legal costs, the reasonable costs of obtaining any mortgagee's consent, the stamp duty and the registration fee for the transfer.
- 10.7 Where the property is a retail shop, the tenant can sublet, grant a license or concession, share or part with the possession of the whole or any part of the property or mortgage or otherwise charge or encumber the tenant's estate or interest in this lease only with the written consent of the landlord which can be refused in the landlord's absolute discretion. Otherwise, the tenant cannot do any of these things.

CLAUSE 11 LANDLORD'S OTHER OBLIGATIONS

What are the landlord's other obligations?

- 11.1 So long as the tenant does all the things that must be done by the tenant under this lease the landlord must allow the tenant to possess and use the property in any way permitted under this lease without interference from the landlord, or any person claiming under the landlord or having superior title to the title of the landlord.
- 11.2 The landlord must pay all outgoings for the land or the building of which the property is part when they fall due.
- 11.3 If the property is part of a building owned or controlled by the landlord -
- 11.3.1 the landlord must maintain in reasonable structural condition all parts of the building that the tenant can use under this lease; and
 - 11.3.2 if the property has facilities and service connections shared in common with other persons the landlord must -
 - 11.3.2.1 allow reasonable use of the facilities and service connections including-
 - the right for the tenant and other persons to come and go to and from the property over the areas provided for access;
 - access by the tenant to service connections; and
 - the right for the tenant's customers to park vehicles in any area set aside for customer parking, subject to any reasonable rules made by the landlord.
 - 11.3.2.2 maintain the facilities and service connections in reasonable condition.
- 11.4 The landlord must ensure that this lease is registered.
- 11.5 If a consent is needed for this lease, from someone such as a mortgagee or head landlord of the property, then the landlord must get the consent.

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CLAUSE 12 FORFEITURE AND END OF LEASE

When does this lease end?

12.1 This lease ends -

- 12.1.1 on the date stated in item 3 in the schedule; or
- 12.1.2 if the landlord lawfully enters and takes possession of any part of the property; or
- 12.1.3 if the landlord lawfully demands possession of the property.

12.2 The landlord can enter and take possession of the property or demand possession of the property if -

- 12.2.1 the tenant has repudiated this lease; or
- 12.2.2 rent or any other money due under this lease is 14 days overdue for payment; or
- 12.2.3 the tenant has failed to comply with a landlord's notice under section 129 of the Conveyancing Act 1919; or
- 12.2.4 the tenant has not complied with any term of this lease where a landlord's notice is not required under section 129 of the Conveyancing Act 1919 and the landlord has given at least 14 days written notice of the landlord's intention to end this lease.

12.3 When this lease ends, unless the tenant becomes a tenant of the property under a new lease the tenant must -

- 12.3.1 return the property to the landlord in the state and condition that this lease requires the tenant to keep it in; and
- 12.3.2 have removed any goods and anything that the tenant fixed to the property and have made good any damage caused by the removal.

Anything not removed becomes the property of the landlord who can keep it or remove and dispose of it and charge to the tenant the cost of removal making good and disposal.

12.4 If the landlord allows the tenant to continue to occupy the property after the end of the lease period (other than under a new lease) then -

- 12.4.1 the tenant becomes a monthly tenant and must go on paying the same rent and other money in the same way that the tenant had to do under this lease just before the lease period ended (apportioned and payable monthly);
- 12.4.2 the monthly tenancy will be on the same terms as this lease, except for -
 - clause 4;
 - clauses 5.4 to 5.21 inclusive; and
 - clause 6.2 unless consent has previously been given;
- 12.4.3 either the landlord or the tenant can end the monthly tenancy by giving, at any time, one month's written notice to the other expiring on any date; and
- 12.4.4 anything that the tenant must do by the end of this lease must be done by the end of the monthly tenancy.

12.5 Essential terms of this lease include -

- 12.5.1 the obligation to pay rent not later than 14 days after the due date for payment of each periodic instalment (and this obligation stays essential even if the landlord, from time to time, accepted late payment);
- 12.5.2 the obligations of the tenant in clause 5.1.2 (dealing with outgoing);
- 12.5.3 the obligations of the tenant in clause 6.1 (dealing with use);
- 12.5.4 the obligations of the tenant in clause 7 (dealing with repairs); and
- 12.5.5 the obligations of the tenant in clause 10 (dealing with transfer and sub-lease).

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- 12.6 If there is a breach of an essential term the landlord can recover damages for losses over the entire period of this lease but must do every reasonable thing to mitigate those losses and try to lease the property to another tenant on reasonable terms.
- 12.7 The landlord can recover damages even if -
- 12.7.1 the landlord accepts the tenant's repudiation of this lease; or
 - 12.7.2 the landlord ends this lease by entering and taking possession of any part of the property or by demanding possession of the property; or
 - 12.7.3 the tenant abandons possession of the property; or
 - 12.7.4 a surrender of this lease occurs.

CLAUSE 13 GUARANTEE

What are the obligations of a guarantor?

- 13.1 This clause applies if a guarantor of the tenant is named in item 10A in the schedule and has signed or executed this lease or, if this lease is a renewal of an earlier lease, the earlier lease.
- 13.2 The guarantor guarantees to the landlord the performance by the tenant of all the tenant's obligations (including any obligation to pay rent, outgoings or damages) under this lease, under every extension of it or under any renewal of it or under any tenancy and including obligations that are later changed or created.
- 13.3 If the tenant does not pay any money due under this lease, under any extension of it or under any renewal of it or under any tenancy the guarantor must pay that money to the landlord on demand even if the landlord has not tried to recover payment from the tenant.
- 13.4 If the tenant does not perform any of the tenant's obligations under this lease, under any extension of it or under any renewal of it or under any tenancy the guarantor must compensate the landlord even if the landlord has not tried to recover compensation from the tenant.
- 13.5 If the tenant is insolvent and this lease or any extension or renewal of it is disclaimed the guarantor is liable to the landlord for any damage suffered by the landlord because of the disclaimer. The landlord can recover damages for losses over the entire period of this lease or any extension or renewal but must do every reasonable thing to mitigate those losses and try to lease the property to another tenant on reasonable terms.
- 13.6 Even if the landlord gives the tenant extra time to comply with an obligation under this lease, under any extension of it or under any renewal of it or under any tenancy, or does not insist on strict compliance with the terms of this lease or any extension of it or renewal of it or of any tenancy, the guarantor's obligations are not affected.
- 13.7 If an amount is stated in item 10B in the schedule the guarantor's liability under this clause is limited to that amount.
- 13.8 The terms of this guarantee apply even if this lease is not registered, even if any obligation of the tenant is only an equitable one, and even if this lease is extended by legislation.

CLAUSE 14 EXCLUSIONS, NOTICES AND SPECIAL CLAUSES

- 14.1 No covenant or power is implied in this lease by section 84 or 85 of the Conveyancing Act 1919.
- 14.2 A document under or relating to this lease is -
- 14.2.1 served if it is served in any manner provided in section 170 of the Conveyancing Act 1919; and

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14.2.2 served on the tenant if it is left at the property.

14.3 This lease is subject to any legislation that cannot be excluded.

14.4 In this lease, 'retail shop' means premises to which the Retail Leases Act 1994 applies.

CLAUSE 15 GOODS AND SERVICES TAX

Unless item 13B has been completed in a way that indicates that this clause is not to apply:

15.1 The rent and all other monies payable to the landlord are exclusive of Goods and Services Tax (GST). Whenever the tenant becomes liable to pay rent or other monies payable under this lease in respect of a taxable supply made by the landlord the tenant must also pay an additional 10% to cover GST. This percentage of 10% assumes that GST payable on the value of a taxable supply is 10%. If the GST rate is different then this percentage will instead be the GST rate.

15.2 Outgoings in item 14B are to be calculated after deducting any input tax credit to which the landlord is entitled.

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ADDITIONAL SPECIAL CONDITIONS

CLAUSE 16 BANK GUARANTEE

- 16.1 If a number of months appears in item 19 in the Schedule, clauses 16.2 to 16.5 apply;
- 16.2 On or before the commencement date of this lease, the lessee will deliver to the lessor or the lessor's agent, a guarantee by a bank in the State of New South Wales in the form of an unconditional and irrevocable undertaking to pay, drawn in favour of the lessor (unlimited as to time), in a form acceptable to the lessor and for an amount equivalent to the number of months referred to in item 19 in the schedule;
- 16.3 The lessor is entitled to claim under the guarantee an amount equal to any moneys due but unpaid by the lessee to the lessor under this lease;
- 16.4 The lessee agrees to vary the amount of the guarantee immediately upon each rent review so that the amount at all times represents the equivalent of the number of months referred to in the schedule;
- 16.5 The lessor will deliver the guarantee (or so much of it as if then held by the lessor) to the lessee on the last of:-
- 16.5.1:- the terminating date of this lease;
- 16.5.2:- the expiry date of any holding over under this lease; and
- 16.5.3:- the date that the lessee has no further obligations under this lease or at law.

CLAUSE 17 RENT FREE PERIOD

- 17.1 Subject to the Lessee complying with all of the Lessee's obligations pursuant to this Lease, the Lessor agrees to grant to the Lessee a rent free period of 2 months, commencing on the Commencement date and as specified in item 20 of Schedule A;
- 17.2 Notwithstanding this Clause 17, the Lessee must assume all responsibility for any outgoings payable pursuant to this Lease;
- 17.3 This Clause 17 will not apply to any option Lease.

CLAUSE 18 FIRE SAFETY REGULATIONS

- 18.1 The Lessee agrees to comply with the Standard Fire Safety Regulations and must submit a copy of the Annual Fire Safety Statement to the Lessor annually on the anniversary of this Lease, as well as a copy of the Service Certificate every 6 months from the Commencement date;

CLAUSE 19 POTENTIAL DEVELOPMENT SITE

- 19.1 The Lessor has disclosed to the Lessee, and the Lessee understands, that the premises the subject of this Lease is a potential development site;
- 19.2 The Lessor may, during any time in any option period, require the Lessee to vacate the premises by giving them written notice no less than 3 months prior to the date on which they are required to vacate;
- 19.3 Notwithstanding anything else herein contained, should the Lessor exercise his option in Clause 19.2 requiring the Lessee to vacate the premises, then the Lessor agrees that upon completion of the redeveloped premises, the Lessee will have the first right of option to renegotiate a new lease with the Lessor.

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Form: 07L
Licence: 01-08-084
Licensee: Midware Systems
Champion Legal

LEASE
New South Wales
Real Property Act 1900



AD684221M

PRIVACY NOTE: this information is legally required and will be...

STAMP DUTY

Office of State Revenue use only	NEW SOUTH WALES DUTY 13-09-2005 0002950778-001 DUPLICATE DUTIABLE AMOUNT \$ *****874,474.00 DUTY \$ *****2.00
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(A) TORRENS TITLE

Property leased: if appropriate, specify the part or premises

Part Folio Identifier B/410947 being Premises known as Shop 5/108-120 Station Street
Wentworthville

(B) LODGED BY

Delivery Box	Name, Address or DX and Telephone	CODE
124E	LLPN: 123820V Legalink Pty Ltd Sydney Office 18, 170 Phillip St., Sydney NSW 2000 PO Box A250 Sydney South NSW 123 Ph: 02 9230 6900 MAK:123093	L

RELODGED
(C) LESSOR
- 9 JAN 2008
TIME: 2:39

MICHAEL ELIAS & SAMIRA ELIAS

The lessor leases to the lessee the property referred to above.

(D)

Encumbrances (if applicable): **AD 684220**

(E) LESSEE

DAVID BAYSSARI & MARIA BAYSSARI

TENANCY: Joint

(G) 1. TERM:

TWO YEARS

2. **COMMENCING DATE:** 12 January 2006
3. **TERMINATING DATE:** 11 January 2008
4. With an **OPTION TO RENEW** for a period of Two years set out in clause No. 18 of Annexure "A"
5. With an **OPTION TO PURCHASE** set out in clause No. N.A. of N.A.
6. Together with and reserving the **RIGHTS** set out in clause No. N.A. of N.A.
7. Incorporates the provisions set out in **ANNEXURE "A"** hereto.
8. Incorporates the provisions set out in **MEMORANDUM** filed at Land and Property Information New South Wales as No. N.A.
9. The **RENT** is set out in item No. 1 of **SCHEDULE**

OFF L AA 41196

M. Elias

All handwriting must be in block capitals.

DATE 12/1/06

(H) I certify that the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

Signature of witness: *[Signature]*
Name of witness: *Tony Nehme*
Address of witness: *1 Kingsview Way
Greenwood 2768*

Certified correct for the purposes of the Real Property Act 1900 by the lessor.

Signature of lessor: *[Signature]*
[Signature]

Note: where applicable, the lessor must complete the statutory declaration below

I certify that the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

Signature of witness: *[Signature]*
Name of witness: **ROSARIO LEOTTA Esq.**
Address of witness: **Solicitor & Conveyancer
Suite 3, First Floor,
245 The Boulevard,
FAIRFIELD HEIGHTS NSW 2165
Telephone: 9609 1444**

Certified correct for the purposes of the Real Property Act 1900 by the lessee.

Signature of lessee: *[Signature]*
[Signature]

(I) STATUTORY DECLARATION

I, _____
solemnly and sincerely declare that -

- 1. The time for the exercise of option to _____ in expired lease No. _____ has ended;
- 2. 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 provisions of the Oaths Act 1900.

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

Signature of witness: _____ Signature of lessor: _____

Name of witness:
Address of witness:
Qualification of witness:

ANNEXURE "A" AND SCHEDULE

LANDLORD: MICHAEL ELIAS & SAMIRA ELIAS
TENANT: DAVID BAYSSARI & MARIA BAYSSARI
PREMISES: SHOP 5/108-120 STATION STREET WENTWORTHVILLE

1. COVENANTS NEGATIVED

The covenants, powers and provisions implied in Leases by Sections 84 and 85 of the Conveyancing Act, 1919 are hereby expressly negatived except to the extent to which they are or may be included in the covenants hereinafter contained.

2. TERM

Term of Lease

2.1 Subject to the provisions of this Lease, the Lease commences on the Commencement Date as set out in Item 1 (a) of the Schedule and ends on the Expiry Date as set out in Item 1 (b) of the Schedule.

3. RENT

Rent


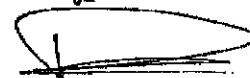
3.1 The Tenant covenants with the Landlord to pay free from all deductions the annual sum set out in Item 2 (a) of the Schedule for rent for the first year of the term by monthly payments set out in Item 2 (b) of the Schedule each in advance.

3.2 For the second year of the term the annual sum set out in Item 2(c) of the Schedule by monthly payments set out in Item 2(d) of the Schedule each in advance the first payment to be made on the commencement of the second year of the term and thereafter on the same day of each succeeding month.

3.3 The Tenant must pay the first instalment on or before the Commencement Date.

3.4 The Tenant shall not withhold or be entitled to withhold the whole or part of any such payment by way of deduction, set off or counter claim in respect of any claim for damages or for compensation which the Tenant shall make or has made against the Landlord.

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Monthly tenancy

3.5 Should the Tenant continue to occupy the Premises beyond the Expiry Date with the Consent of the Landlord otherwise than pursuant to a further lease granted by the Landlord, the Tenant shall do so as a monthly tenant only, on the terms and conditions of this Lease with necessary changes applicable to a monthly tenancy except that:

3.5.1 the monthly rent will be equal to one month's proportion of the rent hereby reserved increased annually by the percentage set out in Item 4 of the Schedule.

3.5.2 the first payment of rent is to be made on the next day after the Expiry Date and thereafter payable monthly in advance

3.5.3 the tenancy may be determined at the will of either the Landlord or Tenant by one month's Notice in writing expiring on any day of the month and the tenancy will end one month after service of that Notice.

4 OUTGOINGS

4.1 - 4.3 **Intentionally Deleted**

Telephones, electricity, etc

4.4 The Tenant will pay to the proper authorities all charges for both rental and use of the telephone services for gas and electricity consumed on the Premises and for all water and sewerage usage charges, excess water, greasetrap charges and all meter rents and if the Tenant makes default in the payment thereof it shall be optional for the Landlord to pay the same and in addition to the Landlord's remedies the Landlord may recover any amounts to be paid as if the same were overdue rent hereunder.

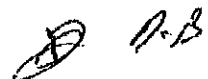
Registration of Strata Plan

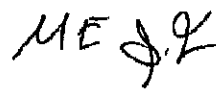
4.5 Should during the term of this Lease or any renewal thereof or during any holding over period a strata plan be registered in respect of the Land of which the Premises forms part so that the Premises becomes a lot in the strata plan then in addition to the rent payable hereunder the Tenant shall forthwith and in any event no longer than fourteen days after demand shall have been made therefore pay to the Landlord the following outgoings payable with respect to the Premises:

4.5.1 Council rates and charges.

4.5.2 Water sewerage and drainage rates and charges payable to Sydney Water.

4.5.3 Land tax PROVIDED that this shall be calculated on the basis that the Premises is the only land in respect of which the Landlord is required to lodge a Return for land tax purposes and the Land concerned was not subject to a special trust (within the meaning of the Land Tax Management





Act 1956) and the Landlord was not a company classified under Section 29 of that Act as a non-concessional company.

- 4.5.4 Insurance premiums payable in respect of each risk or insurable interest which the Landlord may in its discretion effect.
- 4.5.5 all levies or contributions payable to the Owners Corporation (created upon registration of the strata plan in respect of the Property of which the Demised Premises forms part) pursuant to Part 3 Division 2 of the Strata Schemes Management Act 1996 or which may otherwise be properly raised by the Owners Corporation against the Landlord.

Abatement of rent

- 4.6 The Lessee covenants with the Lessor to pay the initial rent herein referred to and such additional rent as may be payable from time to time pursuant to this Lease at the times and in the manner herein provided without any deduction or abatement whatsoever except as may be hereinafter provided that:
- 4.6.1 If after the commencement of the said term the Demised Premises or any part thereof be destroyed or damaged so as to be unfit for occupation or use or is inaccessible due to that damage the rent hereby reserved and any amount payable to the Lessor in respect of outgoings or a fair proportion thereof according to the nature and extent of the damage sustained shall be suspended until the Demised Premises shall have again been rendered fit for occupation or use.
- 4.6.2 (a) If the Lessor notifies the Lessee in writing that the Lessor considers that the damage is such as to make its repair impracticable or undesirable, the Lessor or the Lessee may terminate the Lease by giving not less than seven days' Notice in writing to the other and no compensation is payable in respect of that termination.
- (b) If the Lessor fails to repair the damage within a reasonable time after the Lessee requests the Lessor in writing to do so, the Lessee may terminate the Lease by giving not less than seven days' Notice in writing of termination to the Lessor.
- (c) the aforesaid provisions do not affect any right of the Lessor to recover damages from the Lessee in respect of any damage or destruction to which those provisions apply.
- 4.6.3 Nothing in this section is to limit any liability of a party to the Lease to pay compensation to another party to the Lease in respect of damage to the Premises or the Building of which the Premises forms part.
- 4.6.4 Nothing in this section prevents the parties to a Lease from terminating the Lease by agreement if the Premises or the Building of which it forms part is damaged or destroyed.

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- 4.6.5 If the Demised Premises or any part thereof be adversely impacted due to redevelopment of the Building so as to be unfit or restricted for occupation or use or is inaccessible due to building works the rent hereby reserved and any amount payable to the Lessor in respect of outgoings or a fair proportion thereof according to the nature and extent of the redevelopment sustained shall be suspended until the Demised Premises shall have again been rendered fit for occupation or use.

BREACH OF ESSENTIAL TERMS

- 5.1 In the event of a breach of an essential term of this Lease and if such breach shall continue for a period of seven (7) days after Notice in writing to the Tenant by the Landlord of such breach then thenceforth it shall be lawful for the Landlord or any person or persons duly authorised by the Landlord in that behalf to enter into or upon the Premises (forcibly if necessary) or any part thereof in the name of the whole and to repossess and enjoy the same as if these presents had not been made without prejudice to any right of action or remedy of the Landlord in respect of any antecedent breach by the Tenant of any essential term hereof.
- 5.2 Notwithstanding anything herein contained upon the Landlord becoming entitled to re-enter or determine this Lease the residue of the term hereof for the time being unexpired shall at the option of the Landlord immediately upon Notice of the exercise of such option being given by the Landlord to the Tenant become reduced to one week and thereafter the tenancy hereby created shall be and remain a tenancy from week to week at a weekly rate equal to one week's proportion of the rent hereby reserved (as adjusted hereunder from time to time) commencing from the date of service of such Notice and shall be determinable by either the Landlord or the Tenant giving to the other one week's Notice in writing expiring on any day of the week.
- 5.3 Upon the expiration or sooner determination of the term of this Lease the Tenant shall surrender to the Landlord all keys giving access to all parts of the Premises held by the Tenant the Tenant's servants or invitees irrespective of whether or not the same have been supplied by the Landlord, and remove at the Tenant's expense all lettering and distinctive marks or signs put up by the Tenant or by the Landlord for the Tenant on any part or parts of the Premises or the Building.
- 5.4 Each covenant by the Tenant which is specified in this paragraph is an essential term of this Lease:
- 5.4.1 The covenant to pay rent and outgoings throughout the Lease term and any **holding over period** not later than the due date for the payment of each instalment of rent (Clause 2.1);
- 5.4.2 Clause 6.1 & 6.3; (To Repair);
- 5.4.3 Clause 7.1; (Alterations to Premises);
- 5.4.4 Clause 10; (Use of Premises);

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5.4.5 Clause 13; (Assignment of Lease);

- 5.5 In respect of the Tenant's obligation to pay rent, the acceptance by the Landlord of arrears or of any late payment of rent shall not constitute a waiver of the essentiality of the Tenant's obligation to pay rent in respect of those arrears or of the late payments or in respect of the Tenant's continuing obligation to pay rent during the Lease term.
- 5.6 The Tenant covenants to compensate the Landlord in respect of any breach of an essential term of this Lease and the Landlord is entitled to recover damages from the Tenant in respect of such breaches. The Landlord's entitlement under this Clause is in addition to any other remedy or entitlement of the Landlord (including to terminate this Lease).
- 5.7 In the event that the Tenant's conduct (whether acts or omissions) constitutes a repudiation of the Lease (or of the Tenant's obligations under the Lease) or constitutes a breach of any Lease covenants, the Tenant covenants to compensate the Landlord for the loss or damage suffered by reason of the repudiation or breach.
- 5.8 The Landlord shall be entitled to recover damages against the Tenant in respect of repudiation or breach of covenant for the damage suffered by the Landlord during the entire term of this Lease.
- 5.9 The Landlord's entitlement to recover damages shall not be affected or limited by any of the following:
- 5.9.1 If the Tenant shall abandon or vacate the leased Premises;
- 5.9.2 If the Landlord shall elect to re-enter or to terminate the Lease;
- 5.9.3 If the Landlord shall accept the Tenant's repudiation;
- 5.9.4 If the parties conduct shall constitute a surrender by operation of law.
- 5.10 The Landlord shall be entitled to institute legal proceedings claiming damages against the Tenant in respect of the entire Lease term, including the periods before and after the Tenant has vacated the lease Premises and before and after abandonment, termination, repudiation, acceptance of repudiation or surrender by operation of law referred to in clause 5.9, whether the proceedings are instituted either before or after such conduct.
- 5.11 In the event of the Tenant vacating the leased Premises, whether with or without the Landlord's Consent, the Landlord shall be obliged to take reasonable steps to mitigate his damages and to endeavour to lease the Premises at a reasonable rent and on reasonable terms. The Landlord's entitlement to damages shall be assessed on the basis that the Landlord should have observed the obligation to mitigate damages contained in this paragraph. The Landlord's conduct taken in pursuance of the duty to mitigate damages shall not by itself constitute acceptance of the Tenant's breach or repudiation or a surrender by operation of law.

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TENANT'S OBLIGATIONS

6. Positive use obligations

The Tenant must:

6.1 Maintenance and Repair

6.1.1 Repair and to keep the Premises, the exterior facade and all additions thereto and the Landlord's fixtures thereon and all drains soil and other pipes sewers sanitary and water apparatus glass pavings wall fences and railing and appurtenances in good and substantial repair and maintained paved and cleansed in every respect (excepting fair wear and tear damage by fire explosion earthquake aircraft flood tempest Act of God riot and civil commotion save where any insurance moneys are irrecoverable through the neglect and default or misconduct of the Tenant) AND ALSO will and so often as it shall be necessary to renew any fixtures belonging to the Premises or substitute other fixtures of a similar description and value to the satisfaction of the Landlord except where such substitution is due to damage by fire explosion earthquake aircraft flood tempest Act of God riot or civil commotion save where any insurance moneys are irrecoverable through the neglect and default or misconduct of the Tenant.

6.1.2 Paint the whole of the Premises, being the interior and exterior (if applicable), as reasonably required and prior to the expiration of the Lease.

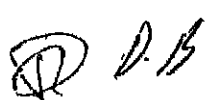
6.1.3 Where applicable, clean and pump out every six months the inlet and drainage lines leading the grease arrester and the outlet pipes from the arrester to the Sydney Water Sewerage pipelines.

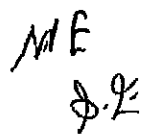
6.2 Replace fixtures

Replace from time to time during the said term such of the Landlord's fixtures and fittings as may have become worn out or unfit for use (excepting fair wear and tear) or lost by substituting others of a like quality and in new condition.

6.3 Enter renew and repair

6.3.1 The Landlord may by itself or through an independent property consultant enter upon the Premises every six months upon giving 48 hours notice (except in case of emergency as to the existence of which the unfettered opinion of the Landlord shall be conclusive, when no Notice shall be required) and view the state of repair thereof and the Landlord may require the Tenant by Notice in writing served upon the Tenant to rectify any defect (excluding latent defects and defects not arising from the act or omission of the Tenant its servants or agents) or carry out any repairs within 30 days in accordance with any covenant expressed or implied in the Lease.





- 6.3.2 In default of the Tenant repairing any defects according to the Notice the Landlord may from time to time enter the Premises and execute and carry out the required repairs as if it were the Tenant and for that purpose the Landlord its architects contractors and workmen and agents may enter upon the whole or any part of the Premises and there remain for the purpose of doing executing and effecting and carrying out any such repair AND the expenses and costs of carrying out such work shall forthwith be payable by the Tenant to the Landlord.
- 6.3.3 The Tenant will permit the Landlord upon 48 hours Notice (except in case of emergency as to the existence of which the unfettered opinion of the Landlord shall be conclusive when no Notice shall be required) to enter execute and carry out repairs renovations maintenance or alterations to the Premises or to any part thereof or to the Common Areas or any part thereof in compliance with the Landlord's obligations under the provisions of this Lease or otherwise deemed necessary or desirable by the Landlord and for the purpose the Landlord its architects, contractors and workmen and agents may enter upon the whole or any part of the Premises and there remain for the purpose of doing executing effecting and carrying out such repairs renovations maintenance or alteration PROVIDED ALWAYS THAT in the exercise of such power no undue inconvenience is caused to the Tenant.
- 6.3.4 If at any time any authority having jurisdiction or authority over or in respect of the Premises or the user thereof requests or requires any alterations, or additions, conversions, improvements or other works to be made to the Premises which the Landlord elects to do and for which the Tenant is not liable under its covenants herein contained the Landlord its architects contractors workmen servants and others and the servants and workmen of any of its contractors may enter into and on the Premises and there remain at all times for the purpose of making any such alterations additions conversions improvements or other works or any of them as aforesaid PROVIDED ALWAYS THAT in the exercise of any such power no undue inconvenience is caused to the Tenant.
- 6.4 **Plant and equipment**
- Keep any air conditioning and ventilating equipment and all other plant and equipment installed in the Premises during the continuance of this Lease in proper working condition.
- 6.5 **Pests**
- Take all proper precautions to keep the Premises free of white ants borers vermin and other like pests in particular to ensure that the Premises shall not be or create a hazard to health or otherwise infringe the provisions of Public Health Act or other legislation the provisions of which may be applicable thereto from time to time.

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6.6 Compliance with the Statutes

Comply with all Statutes, Ordinances, Proclamations, Orders, Regulations or Notices relating to the Premises and do and execute or cause to be done or executed all such works acts deeds matters and things as under or by virtue of any of the said Statutes, Ordinances, Proclamations, Orders, Regulations and Notices for the time being in force or shall be properly directed or necessary to be done or executed upon or in respect of the Premises or any part thereof whether by the owner Landlord Tenant or occupier in consequence of the occupation and use of the Premises by the Tenant.

6.7 Inspection by prospective Tenants

At all reasonable times permit the Landlord to exhibit to prospective tenants or purchasers the Premises and will at all times within the three months immediately preceding the termination of the this Lease allow the Landlord to affix and exhibit where the Landlord shall think fit at any time the usual "For Sale" and the usual "To Be Let" Notice and in each case with the name and address of the Landlord and/or its agent thereon and the Tenant will not remove any such Notice without the written Consent of the Landlord.

7. Negative Use Obligations

The Tenant must not:

7.1 Alterations

Without the previous written Consent of the Landlord (which shall not be unreasonably withheld):

- 7.1.1 erect permit or suffer to be erected or carried out any structural alteration or works on the Premises PROVIDED that if any structural alterations or works shall be carried out by the Tenant with the Consent of the Landlord as aforesaid the Tenant shall at the expiration of the term hereof (if so required by the Landlord) restore the Premises to the state and condition in which they were prior to the carrying out of such works having regard to the condition of the Building through fair wear and tear during the term hereof.
- 7.1.2 change the exterior colour of the Premises or of the Building in which the same are situate or any part thereof from the colour nor the size location or composition of any sign symbol or advertisement that may have been approved by the Landlord.
- 7.1.3 install any exterior lighting or plumbing facilities shades canopies awnings or window boxes or amplifiers or similar devices or use any advertising medium which may be heard or experienced outside the Premises such as loud speakers, tapes, CDs, television, video or radio broadcasts.
- 7.1.4 unless herein provided, mark paint drill write upon or in any way deface any wall ceiling floor wood stone or ironwork of the Premises.

7.1.5 in any manner to interfere with or attempt to control any part of the fire alarm or sprinkler systems or any other machinery of the Landlord of any kind now installed or hereafter to be installed in the Premises PROVIDED HOWEVER and it is hereby specifically agreed by and between the parties hereto that the Landlord shall not be responsible for and shall incur no liability for failure of any of the aforesaid equipment or machinery or for the ineffectual operation thereof or for any damage or loss occasioned or arising in connection with the same to the Tenant or to any person claiming by through or under the Tenant and the Tenant hereby indemnifies and agrees to keep indemnified the Landlord against all or any such claim.

7.2 **Additions**

Should the Landlord at the request of the Tenant construct or erect or permit the Tenant to construct or erect any walls, partitions or ceilings within the Premises whether at the cost of the Tenant or not the Tenant shall not be entitled to remove such walls partitions or ceiling on vacating the Premises (but the same shall remain on the Premises for the benefit of but at no cost to the Landlord).

7.3 **Advertisement**

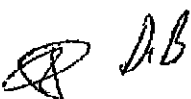
Not affix or exhibit or suffer to be affixed or exhibited to or on any part of the exterior of the Premises any advertisements signs symbols posters placards neon lights or other light or other object or thing other than such as may relate solely to the Premises or some business lawfully carried on there and so that the same shall be displayed only in such position on and height about the Premises and be of such materials colour dimensions and general character as shall be first approved in writing by the Landlord nor hang place deposit or expose or permit or suffer any hanging placing depositing or exposing outside any part of the Buildings comprised in the Premises any goods articles or thing for sale.

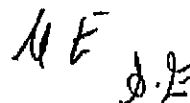
7.4 **Water closets**

Not use the water closets or other water apparatus for any other purpose than those for which they are constructed and no sweepings, rubbish, rags, trade effluent or deleterious matter of any description shall be thrown into water closets sewers drains or watercourses serving the Premises, and any damage thereby resulting to such water closets or sewers drains or watercourse and the cost of repairing the same shall be borne by the Tenant.

7.5 **Nuisance**

Generally not do or permit or suffer to be done or permitted upon or in connection with the Premises anything which shall or tend to be a nuisance annoyance or cause of damage to the Landlord or to any adjoining or neighbouring property or to the owner or occupier thereof and to pay the Landlord all costs charges and expenses which may be incurred by the Landlord in abating any such nuisance and for executing all works as may be necessary to comply with any Notice served by a local or public authority or neighbouring premises for abating such

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nuisance created as a consequence of the occupation and use of the Premises by the Tenant.

7.6 Heavy objects

Not do or bring or permit or suffer to be done or to be brought in or upon the Premises anything which may be put on the Premises or any Buildings of which the same form part any weight or impose any strain in excess of that which such Premises are calculated to bear with due margin for safety and in particular not to suspend any weights from the roof trusses.

7.7 Obstruction of windows

Not obstruct or permit or suffer to be obstructed any of the windows, doorways, lights or ventilators belonging to the Premises.

7.8 Rubbish

7.8.1 Not permit any rubbish or garbage to accumulate on the Premises or any part thereof unless confined in suitable containers so located as not to be visible to members of the public visiting the Premises.

7.8.2 Dispose of all rubbish, garbage and trade waste by way of minimum weekly domestic, trade or commercial disposal services in accordance with all laws, ordinances and local council policies and as approved or reasonably instructed by the Landlord.

7.9 Development Application

Not do or omit or permit or suffer to be done or omitted anything on or in connection with the Premises the doing or omission of which shall be a contravention of any Act of Parliament or Ordinance or the conditions of any development application approval or of any Notices Orders Licences Consents Permissions and Conditions (if any) served made granted or imposed thereunder and to indemnify the Landlord against all actions proceedings damages penalties costs charges claims and demands in respect of such acts and omissions or any of them except as may be caused by or result from the acts or omissions of the Landlord, its agents or employees, and against the cost of any application for planning permission and the works and things done in pursuance thereof.

7.10 Auction sale

Not conduct or permit an auction sale in the Premises.

7.11 Driveways and car parking

Not park or allow motor vehicles to be parked in the driveway nor to obstruct the driveway and not to park nor allow any employees or invitees of the Tenant to park motor vehicles on the Premises other than in allocated motor vehicles parking spaces.

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8 **Indemnities**

8.1 The Tenant agrees to:

8.1.1 Occupy, use and keep the Premises at the risk of the Tenant and hereby releases to the full extent permitted by law the Landlord and its contractors and employees in the absence of any negligence on their part from all claims and demands of every kind and from all liabilities which may arise in respect of any accident or damage to property or injury to any person in or near the Premises or the Building and the Tenant expressly agrees that in the absence of any such negligence as aforesaid the Landlord shall have no responsibility or liability for any loss or damage to fixtures or personal property of the Tenant.

8.1.2 Hereby indemnify the Landlord and its contractors and employees in the absence of any negligence on their part from and against all actions claims demands losses damages costs and expenses incurred by the Landlord or for which the Landlord may become liable in respect of damage to property or injury to any person which may be suffered or sustained in upon or near any part of the Premises or the Building whether in the occupation of the Landlord or of the Tenant or of any other person.

8.1.3 Without limiting the generality of clauses 8.1.1 and 8.1.2 the Tenant will and does hereby indemnify the Landlord from and against all claims, actions, demands, losses, damages, costs and expenses incurred by the Landlord or with respect to which the Landlord may become liable in respect of or arising from:

8.1.3.1 the negligent or careless use, misuse waste or abuse by the Tenant or any contractor, sub-contractor, licensee, invitee, client customer or visitor of the Tenant or any other person claiming through or under the Tenant of the water, gas, electricity, lighting and other installations in and facilities of the Premises or the Building or arising from any faulty fittings or fixtures of the Tenant;

8.1.3.2 overflow or leakage of water (including rain water) in or from the Premises or caused or contributed to by any act or omission on the part of the Tenant or any other person referred to in sub-clause 8.1.3.1 of this clause;

8.1.3.3 loss, damage or injury from any cause whatsoever to the Premises or the Buildings or to any property or person within or without the Premises or the Building occasioned or attributed to by any act, omission, neglect, breach or default by the Tenant or any other person as aforesaid.

9. **Costs**

The Tenant shall pay all stamp duty and all the Landlord's legal costs which are recoverable under the Retail Leases Act 1994 (as amended), charges and expenses of and incidental to the preparation, completion stamping, registration of, and the obtaining of any Mortgagee's approval to, this Lease; and of any assignment or

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sub-letting and of any surrender or other termination of this Lease otherwise than by effluxion of time; and in case of default by the Tenant in performing or observing any covenants herein contained or implied the Tenant shall pay to the Landlord all legal costs and other costs, charges and expenses for which the Landlord shall become liable in consequence of or in connection with such default within seven days of the Landlord requesting him so to do.

10. **Use of Premises**

During the term hereby the Tenant will not at any time use the Premises other than as set out in Item 6 of the Schedule.

DAMAGE TO PREMISES

Damages

- 11.1 Should any damage occur to the Premises the Tenant shall forthwith give Notice thereof in writing to the Landlord and in particular upon the happening thereof to give to the Landlord Notice of any accident to or defects in the water pipes, gas pipes, lights or fittings used in connection with the water, gas or electrical services and the Tenant shall forthwith make good and repair any such damage or defect to the extent that the Tenant may be required to do so pursuant to the provisions of this Lease.
- 11.2 If the Premises or any part thereof be destroyed or damaged by any of the insured risks and the insurance money under any of the Insurance Policies against the same effected by the Landlord being wholly or partly irrecoverable by reasons solely or in part by any act or default of the Tenant then and in every such case the Tenant will forthwith (in addition to the said rent and any other moneys payable hereunder) pay to the Landlord the whole or (as the case may require) a fair proportion of the cost (including professional and other fees) of completely rebuilding and reinstating the same.
- 11.3 If after the commencement of the said term the Premises or any part thereof be destroyed or damaged so as to be unfit for occupation or use or is inaccessible due to that damage the rent hereby reserved and any amount payable to the Landlord in respect of outgoings or a fair proportion thereof according to the nature and extent of the damage sustained shall be suspended until the Premises shall have again been rendered fit for occupation or use.
- 11.3.1 If the Landlord notifies the Tenant in writing that the Landlord considers that the damage is such as to make its repair impracticable or undesirable, the Landlord or the Tenant may terminate the Lease by giving not less than seven days' Notice in writing to the other and no compensation is payable in respect of that termination.
- 11.3.2 If the Landlord fails to repair the damage within a reasonable time after the Tenant requests the Landlord in writing to do so, the Tenant may terminate the Lease by giving not less than seven days' Notice in writing of termination to the Landlord.

11.3.3 the aforesaid provisions do not affect any right of the Landlord to recover damages from the Tenant in respect of any damage or destruction to which those provisions apply.

11.4 Nothing in this section is to limit any liability of a party to the Lease to pay compensation to another party to the Lease in respect of damage to the Premises or the Building of which the Premises forms part.

11.5 Nothing in this section prevents the parties to a Lease from terminating the Lease by agreement if the Premises or the Building of which it forms part is damaged or destroyed.

12. Insurance

12.1 The Landlord shall keep insured or cause to be kept insured at all times the Premises.

12.2 The Tenant shall effect and keep current during the term hereof and any holding-over hereunder a Public Risk Policy for an amount in respect of any single accident or event of not less than that set out in Item 7 of the Schedule. Such Policy shall indemnify the Landlord against any actions, suits, claims and demands of any kind arising from the use by the Tenant, its employees and visitors of the Buildings.

12.3 The Tenant shall not at any time during the said term, do, permit or suffer to be done any act, matter or thing whereby any insurance in respect of or in relation to the Premises or the Building or the Land may be vitiated or rendered void or voidable or (except with the approval of the Landlord in writing) whereby the rate of premium on any insurance shall be liable to be increased.

12.3.1 In the event the Tenant's use of the premises causes the rate of premium to increase, the Tenant will pay 100% of the increase of the premiums.

12.4 The Tenant shall not store chemicals, inflammable liquids or solids acetylene gas or alcohol, volatile or explosive oils, compounds or substances upon or about the Premises or elsewhere in the Building and will not use any of such substances of fluids in or about the Premises or elsewhere in the Building for any purpose and will not in any way create any actual or potential fire hazard in the Premises or elsewhere in the Building. The Tenant will permit the Landlord at all times to enter upon the Premises and to abate any actual or potential fire hazard in or about the Premises and if such hazard in the reasonable opinion of the Landlord, is caused by or results from the use or occupancy of the Premises by the Tenant, the Tenant shall pay to the Landlord on demand the costs and expenses incurred by the Landlord in carrying out such work.

12.5 The Tenant will insure in the joint names of the Landlord and the Tenant in the full replacement value thereof all plate glass windows, doors, display showcases and shelves against the risk of breakage, hail, windstorm, flood, riot



and civil commotion, explosion, earthquake, cost of temporary shattering, accidental damage to window frames, showcase frames and fittings.

- 12.6 The Tenant shall from time to time as and when required by Notice in writing from the Landlord forthwith pay all extra premiums payable in respect of insurance on the Building and its contents if any be required on account of extra risk caused by the use to which the Premises are put by the Tenant or by the bringing or keeping on the Premises of any materials or substances.
- 12.7 All Policies of Insurance liable or required to be effected by the Tenant hereunder, whether in respect of the property or risk of the Landlord or the Tenant, shall be taken out with an insurance office or company approved of by the Landlord. The Landlord hereby declares that such approval will not be withheld where the Tenant intends to effect such insurance with a reputable and responsible insurance company.
- 12.8 The Tenant will in respect of any Policy of Insurance to be effected by the Tenant hereunder, if so required, produce to the Landlord the Policy of Insurance and the receipt for the premium last paid in respect thereof.

ASSIGNMENT, SUB-LETTING, ETC

- 13.1 The Tenant covenants not to assign this Lease except in accordance with the provisions contained in this Clause.
- 13.2 If the Tenant desires to assign this Lease:
- 13.2.1 the Tenant shall, before requesting the Landlord's consent, furnish the proposed assignee with a copy of any Disclosure Statement given to the Tenant in respect of the Lease, together with details of any changes that have occurred in respect of the information contained in that Disclosure Statement since it was given to the Tenant (being changes of which the Tenant is aware or could reasonable be expected to be aware). If the Tenant cannot provide the proposed assignee with a copy of the Disclosure Statement, the Tenant may request the Landlord to provide a copy of that Disclosure Statement and if the Landlord is unable or unwilling to provide that copy within fourteen days after the request, the Tenant need not comply with this paragraph;
- 13.2.2 the Tenant shall request the Landlord's Consent to the assignment of this Lease in writing and shall furnish with that request:
- 13.2.2.1 information regarding the financial resources and financial standing and the business experience and retailing skills of the proposed assignee;
- 13.2.2.2 particulars of the use of the Leased Premises intended by the proposed assignee;
- 13.2.2.3 confirmation that the Tenant has complied with Clause 13.2.1

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13.3 The Landlord:

13.3.1 agrees to deal expeditiously with the Tenant's request for Consent to assign this Lease;

13.3.2 is entitled to require the Tenant to furnish to the Landlord:

13.3.2.1 details of the Tenant's financial resources and retailing skills at the time of the request for Consent;

13.3.2.2 such further information as the Landlord may reasonably require concerning the financial standing and business experience of the proposed assignee;

13.3.3 is entitled to withhold Consent to the assignment of this Lease in any of the following circumstances:

13.3.3.1 if the proposed assignee proposes to change the use to which the Premises are put (unless the Landlord consents to the change of use in accordance with the provisions of this Lease);

13.3.3.2 if the proposed assignee has financial resources and retailing skills that are inferior to those of the Tenant;

13.3.3.3 if the Tenant has failed to comply with the provisions contained in this Clause for requesting and obtaining Consent to the assignment.


13.4 For the purposes of the Tenant making a request and the Landlord considering that request under this Clause:

13.4.1 if the assignee is a corporation, the retailing skills of the assignee include the retailing skills of those of its directors who have actively participated in the assignee's business and intend to actively participate in the business in the Leased Premises;

13.4.2 if the Landlord Consents to a change of use by the assignee, the assignee's retailing skills for that use should be compared with the Tenant's retailing skills for the Tenant's use of the Leased Premises;

13.5 The Landlord may require the assignee to execute an Instrument in which the assignee will assume liability under the Lease for the residue of the lease term:

13.5.1 may require, if the assignee is a corporation whose shares are not listed on an Australian Stock Exchange, the Landlord may require, as a condition of the Landlord's Consent to the assignment, that at least two of its directors or shareholders (chosen by the Landlord) execute personal Guarantees in respect of the payment of rent and the observance and performance of the Lease covenants by the assignee during the lease term. It is agreed that in

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any change in the principal shareholding altering the effective control of the Tenant (if a company) shall be deemed to be an assignment of this Lease.

- 13.5.2 will require the Tenant will pay the Landlord's reasonable legal and other expenses of investigating the Tenant's Application for Consent and of preparing, executing, stamping and registering all the required Instruments or Dealings and the costs of obtaining the Mortgagee's Consent.
- 13.6 If the Tenant has complied with the requirements of Clause 13.5, the Landlord shall indicate, within forty two days after the Tenant has made its request under Clause 13.2 and furnished any further details required under Clause 13.3, whether the Landlord consents or withholds consent. If the Landlord does not provide that indication within forty two days, it shall be taken to have consented to the assignment, subject to the conditions in Clause 13.5.
- 13.7 The Tenant will not during the continuance of this Lease transfer demise sub-let or part with possession of the Premises (or any part thereof) or by any act or deed procure the Premises (or any part thereof) to be transferred sub-let unto or put into possession of any person or persons without the previous Consent in writing of the Landlord. Such consent shall not be unreasonably withheld where:
- 13.7.1 the Tenant not being in default under the covenants and agreements on the Tenant's part herein contained proposes sub-let to a sub-Tenant who proves to the satisfaction of the Landlord that such proposed sub-Tenant is a respectable responsible, solvent, fit and proper person capable of adequately carrying on the business in the Premises whilst performing and observing the terms and conditions of this Lease and the Tenant must provide the Landlord with such information as the Landlord may reasonably require concerning the financial standing and business experience of the proposed assignee, and
- 13.7.2 the Tenant pays to the Landlord all proper costs, charges and expenses incurred by the Landlord of and incidental to any enquiries which may be made by or on behalf of the Landlord as to respectability, responsibility, solvency, fitness and suitability of any proposed sub-Tenant, and
- 13.7.3 the Tenant pays the Landlord's solicitors costs in respect of the sub-lease; and
- 13.7.4 the sub-Tenant being a company the directors and also the principal shareholders of such company unconditionally guarantee to the Landlord the performance by the Company of the terms and conditions contained in this Lease or in the proposed sub-lease (as the case may be). It is agreed that in any change in the principal shareholding altering the effective control of the Tenant (if a company) shall be deemed to be an assignment of this Lease.

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LANDLORD'S OBLIGATIONS

14.1 The Landlord **HEREBY COVENANTS** with the Tenant that the Tenant paying the rent hereby reserved and observing and performing the covenants conditions and agreements herein contained on the Tenant's part to be observed and performed shall and may quietly enjoy the Premises during the said term without any interruption by the Landlord.

14.2 **Tenant to be given Notice of alterations and refurbishment**

The Landlord must not commence to carry out any alteration or refurbishment of the Building of which the Premises forms part which is likely to adversely affect the business of the Tenant unless:

14.2.1 the Landlord has notified the Tenant in writing of the proposed alteration or refurbishment at least **three months** before it is commenced; or

14.2.2 the alteration or refurbishment is necessitated by an emergency and the Landlord has given the Tenant the maximum period of notice that is reasonably practicable in the circumstances.

14.3 **Disturbance**

14.3.1 Subject to 14.3.3, the Tenant is to be compensated for disturbance if the Landlord:

14.3.1.1 inhibits access of the Tenant to the Premises in any substantial manner; or

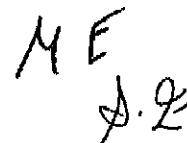
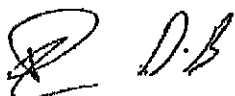
14.3.1.2 takes any action that would inhibit or alter, to a substantial extent, the flow of customers to the Premises; or

14.3.1.3 unreasonably takes any action that causes significant disruption of, or has a significant adverse effect on, trading of the Tenant in the Premises; or

14.3.1.4 fails to take all reasonable steps to prevent or put a stop to anything that causes significant disruption of, or which has a significant adverse effect on, trading of the Tenant in the Premises and that is attributable to causes within the Landlord's control; or

14.3.1.5 fails to rectify any breakdown of plant or equipment under the Landlord's care or maintenance, and the Landlord does not rectify the matter as soon as reasonably practicable after being requested in writing by the Tenant to do so, the Landlord is liable to pay the Tenant reasonable compensation for any loss or damage (other than nominal damage) suffered by the Tenant as a consequence.

14.3.2 In determining whether a Landlord has acted unreasonably for the purposes of sub-clause 14.3.1.3, due consideration is to be given to whether the Landlord



has acted in accordance with recognised shopping centre management practices.

14.3.3 In respect of all occurrences the likelihood of which have been specifically drawn to the Tenant's attention in the Disclosure Statement given to the Tenant before entering into this Lease, the Tenant is precluded from making any claim for compensation for any loss or damage suffered by the Tenant as provided in Section 34 of the Retail Leases Act 1994 and the Landlord is exempted from any liability for compensation. **In particular the Tenant acknowledges that the Landlord may during the term, the option period or any holding over period carry out a redevelopment of the site. This redevelopment may cause inconvenience, loss of Tenant's business and/or interruption to the Tenant's business as disclosed. The Tenant acknowledges that he is prevented from making a claim for compensation during the term, the renewed term or any holding over period under Section 34 of The Retail Leases Act as the plan to carry out extensive redevelopment during the term, the renewed term or any holding over period has been disclosed.**

14.4.4 The provisions implied by this section do not apply to any action taken by the Landlord:

14.4.4.1 as a reasonable response to an emergency situation; or

14.4.4.2 in compliance with any duty imposed by or under an Act or resulting from a requirement imposed by a public or local authority acting under the authority of an Act.

Bond or Bank Guarantee

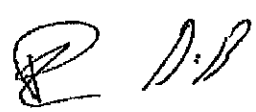
15.1 On signing of the Lease the tenant must deposit with the Landlord the amount set out in Item 8 of the Schedule as security for the due and punctual observance and performance of all the covenants obligations and provisions of the Tenant's part contained herein.

15.2 If at any time the Tenant fails to so duly and punctually observe and perform the Tenant's covenants in the Lease, then the Landlord may in the Landlord's sole discretion at any time appropriate and apply so much of or the whole of the deposit as may be necessary in the opinion of the Landlord to compensate the Landlord for loss or damage sustained or suffered by the Landlord by reason of such breach by the Tenant.

15.3 Any such appropriation by the Landlord shall not prejudice any other right of the Landlord arising from such breach.

15.4 Should the deposit or any portion thereof be appropriated by the Landlord as aforesaid then the Tenant shall upon demand by the Landlord and within seven days from the date thereof pay to the Landlord the amount of the sum so appropriated.

ME
JR



- 15.5 Should the Tenant comply with all the said covenants obligations and provisions and duly and punctually pay all of the rental hereby reserved and all other sum payable by the Tenant to the Landlord hereunder the said deposit less any sums appropriated by the Landlord in accordance with this clause and not paid by or received from the Tenant shall be refunded to the Tenant on the expiration of the term of this Lease or of any extension or renewal thereof.
- 15.6 The Landlord shall be at liberty to pay the said deposit less any sums appropriated by the Landlord in accordance with this clause and not paid or received from the Tenant to any assignee or transferee of the Landlord's interest in the Premises in the event that such interest of the Landlord is assigned or transferred and thereupon the Landlord shall be discharged from all liability to the Tenant or any other person with respect to such deposit.
- 15.7 The deposit paid by the Tenant to the Landlord as security for the performance of the Tenant's obligations under the Lease must be held by the Landlord on behalf of the Tenant in an account bearing interest. The Landlord must account to the Tenant for interest earned on the deposit but the Landlord is entitled to retain any such interest and deal with it as money paid by the Tenant to the Landlord to form part of the deposit concerned.

Termination

- 16.1 At the expiration or sooner determination of the said term the Tenant must:
- 16.1.1 quietly yield up unto the Landlord the Premises together with all additions and improvements made thereto and all fixtures in or upon the Premises or which during the said term may have been affixed or fastened to or upon the same and in such state and condition as shall in all respects be consistent with full and due performance by the Tenant of the covenants on the part of the Tenant herein contained.
- 16.1.2 If so required by the Landlord, remove any wall paper, carpet, floor tiles or any other covering which may have been affixed to the Premises whether by the Tenant or not and whether with the Consent of the Landlord or not and to resurface the walls ceiling and floors, in a manner approved by the Landlord consistent with the nature and character of the Building.
- 16.1.3 Repair any damage caused to the Premises by the removal of any of the Tenants fixtures and in particular make good any damage to the walls and ceiling caused by the removal of the air conditioning unit in the restaurant area and the cool room.
- 16.1.4 Remove at the Tenant's own expense all signs, advertisements or Notices inscribed painted or affixed by the Tenant (or by the Landlord at the Tenant's request) on or in any part of the Building and shall make good to the satisfaction of the Landlord any damage or disfigurement existing after such removal. In the event that the Tenant shall fail to make good any such damage or disfigurement this may be made good by the Landlord and the Tenant shall

pay to the Landlord the cost thereof within seven days of the Landlord notifying the Tenant in writing of the amount thereof.

- 16.1.5 In the event that any part of the Premises which has been previously painted has not been painted during the period of two years immediately preceding the expiration or sooner determination of the said term then the Tenant shall to the satisfaction of the Landlord paint every such previously painted surface with good quality paint to a standard and in colours approved by the Landlord consistent with the nature and character of the Building.

NOTICES

- 17.1 Any Notice required to be given under this Lease shall be in writing.
- 17.2 Any Notice to the Tenant (if a Corporation) shall be sufficiently served if left addressed to the Tenant on the Premises or sent by registered post or left at its registered office of the Tenant and (if the Tenant shall be a person) shall be sufficiently served if left addressed to the Tenant on the Premises or sent by registered post or left addressed to the Tenant at the Tenant's last known address in Australia.
- 17.3 Any Notice to the Landlord (if a Corporation) shall be sufficiently served if left addressed to the Landlord at or sent by registered post to the registered office of the Landlord and if the Landlord shall be a person shall be sufficiently served if sent by registered post to the address of the Landlord stated herein or at such other address as the Landlord may have in writing stipulated to the Tenant.
- 17.4 Any Notice sent by registered post shall be deemed to have been duly served at the expiration of twenty-four hours after the time of posting and in proving service it shall be sufficient to prove that the envelope containing the Notice was duly addressed to the Tenant or the Landlord (as the case may be) in accordance with this Clause and left at or posted to the address to which it is so addressed.

OPTION TO RENEW

Tenant's option

- 18.1 The Landlord must grant a new Lease to the Tenant, at the cost of the Tenant on the Expiry Date to commence on the next day only if:
- 18.1.1 the Tenant gives the Landlord notice in writing no less than 6 months and no more than 9 months before the Expiry Date stating that it wants a new Lease for a further term set out in Item 9 of the Schedule
- 18.1.2 the Tenant in the meantime continues to duly and punctually pay the rent reserved by this Lease and duly observe and perform the covenants, obligations and agreements in accordance with the terms of the Lease
- 18.1.3 when the Tenant gives the Notice and on the Expiry date, the Tenant is not in breach of this Lease



New Lease

- 18.2. The new Lease is to be identical with this Lease except that:
- 18.2.1. this clause 18 and clauses 3.1 to 3.4 are to be deleted, and a new clause 3.1 to 3.4 are to be inserted in accordance with the terms set out in clause 18.4 hereunder.
- 18.2.2. the term, commencement date, expiry date and review dates are to be as set out in item 10 of the schedule
- 18.2.3 the rent from the commencement date of the new Lease will be determined in accordance with clause 18.3.

Market Review

- 18.3 The Landlord shall within thirty five days of the receipt of Notice to be given by the Tenant in clause 18.1 inform the Tenant in writing of the Landlord's assessment of the rent for the first year of the new term.
- 18.3.1 The Tenant may accept the Landlord's assessment and in that event the Tenant fails or refuses to accept the Landlord's assessment within twenty eight days after service of the assessment or if the Landlord and Tenant are unable to agree on some other amount as the current market rent for the first year of the new term the current market rent shall be determined in accordance with this clause 18.3.
- 18.3.2 The Parties must apply within 14 days to the President or the Principal Officer for the time being of the Australian Property Institute Inc (New South Wales Division) ("the Nominator") to nominate a person ("the Nominee") who is a licensed valuer and
- 18.3.2.1 has been a full Member of not less than ten years standing of the Australian Property Institute Inc (New South Wales Division);
- 18.3.2.2 must be the holder of a licence to practice as a Valuer of the kind of premises by this Lease;
- 18.3.2.3 must have at least ten years experience in valuing such kind of premises and be active in the market at the time of the appointment.
- 18.3.3 The Nominee shall act as an expert and not as an arbitrator. Each party must submit to the Nominee written Valuations and Submissions within 14 days after the Nominee has accepted the nomination to act, but may not make oral submissions or adduce any evidence. At the time of making any written Submissions or forwarding to the Nominee any written Valuation, that party shall forward to the other party a copy of all written materials submitted to the Nominee. Within 14 days after the Nominee has accepted the nomination to act each party may forward to the Nominee written comments on the other party's written Valuations and Submissions. The Nominee shall take into

[Handwritten signature]

ME
[Handwritten initials]

consideration any written Submissions received within those periods but is not to be fettered by them and shall determine the current market rent in accordance with his own Judgment in the opinion he forms. The Nominee shall conclude his Determination in writing and shall inform the parties of it forty five days after having accepted the nomination to act in writing giving detailed reasons for his Determination and must specify the matters to which he had regard for the purposes of making his Determination). The Nominee's Determination is final and is binding on the parties.

18.3.4 If the Nominee:

18.3.4.1 fails to accept the nomination to act;

18.3.4.2 fails to determine the current market rent within sixty days after accepting the nomination to act;

18.3.4.3 becomes incapacitated or dies;

18.3.4.4 resigns as the Nominee;

then either party may request the nominator to appoint another Nominee in accordance with sub-clause 18.3.2.

18.3.5 The parties shall bear equally the total cost of the rent determination for the rent for the first year of the renewed term. Each party shall bear its own costs of any experts for making valuations for the purpose of written Submissions.

If the Tenant fails to contribute its share of the rent determination within 7 days of the request to do so either by the Landlord or the Nominee, such failure will be a fundamental breach of the Lease thereby terminating the Tenant's rights to take up the option for a new Lease.

18.3.6 If the current market rent for the first year of the renewed term shall not be determined by the date of commencement of the renewed term:

18.3.6.1 the Tenant shall pay interim rent calculated by:

18.3.6.2 increasing the current instalments of rent due by 80% of the Landlord's assessment of the increase in rent, if such increase is less than \$10,000.00, or

18.3.6.3 increasing the current instalments of rent due by 60% of the Landlord's assessment of the increase in rent, if such increase is more than \$10,000.00

until the new rent has been determined;

18.3.7 Immediately upon the rent has been determined the Tenant shall pay the additional amount (if any) due for rent from the date of commencement of the renewed term to the date when the next monthly instalment of rent is

payable on the rent day next succeeding the expiration of thirty days after the date when the Tenant has been informed of the rent determination.

- 18.3.8 If the new rent is less than the interim rent, the Landlord will reimburse the Tenant the over payments within 14 days.

18.4 "3. RENT

Rent

- 3.1 The Tenant covenants with the Landlord to pay free from all deductions the annual sum set out in Item 2 (a) of the Schedule for rent for the first year of the term by monthly payments set out in Item 2 (b) of the Schedule each in advance.
- 3.2 The Tenant must pay the first instalment on or before the Commencement Date.
- 3.3 The Tenant shall not withhold or be entitled to withhold the whole or part of any such payment by way of deduction, set off or counter claim in respect of any claim for damages or for compensation which the Tenant shall make or has made against the Landlord.
- 3.4 **Review of Rent**
As and from each anniversary of the commencement date hereof (such anniversary occurring during the term or during any holding over period) the yearly rental for the ensuing year shall be the rent paid for the preceding year increased by five (5%) per cent."

INTEREST ON OVERDUE MONEY

19. Without prejudice to the rights, powers and remedies of the Landlord otherwise under this Lease, the Tenant will pay to the Landlord interest as set out in Item 11 of the Schedule on any moneys due to the Landlord from the Tenant but unpaid for fourteen days after becoming due on any account whatsoever pursuant to this Lease. Such interest shall be computed from the due date for the payment of the money in respect of which the interest is chargeable until payment of such moneys in full and to be recoverable in a like manner as rent in arrears.

HEADINGS

20. The headings to each Clause or paragraph of this Lease are inserted only for the purpose of ease of reference and are not to be used for the interpretation of this Lease.

LEASE DOCUMENTATION

- 21.1 If the Lease is not to be registered, the Landlord must provide the Tenant with an executed copy of the stamped Lease within one month after the Lease is returned to the Landlord or the Landlord's lawyer or agent following payment of stamp duty on the Lease.

- 21.2 If the Lease is to be registered, the Landlord must lodge the Lease for registration within one month after the Lease is returned to the Landlord or the Landlord's lawyer or agent following payment of stamp duty on the Lease and the Landlord must provide the Tenant with an executed copy of the stamped and registered Lease within one month after the Lease is returned to the Landlord or the Landlord's lawyer or agent following registration of the Lease.
- 21.3 The periods specified in clauses 21.1. and 21.2 are to be extended for delays attributable to the need to obtain any Consent from a head Landlord or mortgagee.
- 21.4 In clauses 21.1 and 21.2 "registered" means registered under the Real Property Act 1900.
- 21.5 This clause does not affect the operation of the Stamp Duties Act 1920 or the Real Property Act 1900.

GOODS AND SERVICES TAX

- 22.1 Unless the Rent and/or Other Moneys are expressly stated in this Lease to be inclusive of GST, the Rent and/or Other Moneys, price, fees, rates, charges, tax and expenses (:the Amounts") payable by the Lessee to the Lessor under this Lease do not include any goods and services tax ("GST").
- 22.2 Where the Rent and/or Other Moneys are expressly stated in this Lease to be inclusive of GST, the GST is 1/11th of the GST inclusive Rent. If the rate of GST is varied at any time during the term, the GST inclusive Rent shall be adjusted in accordance with any changes in the rate of GST.
- 22.3 If any GST is incurred or payable by, or collectable from the Lessor in respect of any supply under this Lease the Lessee must pay the GST to the lessor in addition to the Amounts provided that the payment or reimbursement will not in the aggregate exceed 10% of the Amounts or such other percentage as may be the statutory GST rate from time to time.
- 22.4 The GST must be paid by the Lessee to the Lessor at the earliest of:
- (i) 7 days prior to the date upon which the Lessor is required to remit the GST to the Australian Taxation Office; or
 - (ii) at the same time as the Amount is required to be paid by the Lessee to the Lessor.
- 22.5 The Lessor shall promptly provide the Lessee with a tax invoice in the form specified by the relevant GST regulations from time to time.
- 22.6 Any GST charged on Outgoings shall be reduced by the amount of input tax credits received by the Lessor in respect of GST on the cost of supply of those Outgoings to the Lessor.

R DB

ME
SR

DISCLOSURE STATEMENT

23. The Tenant acknowledges the receipt of the Disclosure Statement required to be given to the Tenant under the Retail Leases Act 1994.

GUARANTEE

- 24.1 Intentionally Deleted

DEFINITION AND INTERPRETATION

25. In this Lease unless the context otherwise requires:

"the Building" means the building or buildings and other structures erected or to be erected on the Land within which the Premises are situated together with any modifications, additions, extensions or alterations thereto with the fixtures, fittings, furnishings, plant, machinery and equipment of the Landlord therein from time to time.

"the Landlord" shall mean and include where the Landlord is a company its successors and assigns and where the Landlord is a person the Landlord's executors, administrators and assigns.

"the Tenant" shall mean and include where the Tenant is a company its permitted successors and assigns and where the Tenant is a person the Tenant's executors administrators and permitted assigns.

In the event of there being two or more Landlords or two or more Tenants under this Lease (including whilst the Lease or the reversion is held by legal personal representatives, successors or assigns), each of them is jointly and severally liable to perform covenants and obligations under this Lease.

"the Premises" or "the Premises" means the premises hereby leased including the fixtures, fittings and appurtenances belonging thereto.

"the Guarantor" or "the Guarantors" means the person or persons (if any) named herein as guarantor and includes the guarantor's executors administrators successors and assigns and every two or more of them jointly and severally:

Words importing:

- (i) The singular number include the plural numbers and vice versa.
- (ii) Any gender include all other genders.
- (iii) Persons include corporations.
- (iv) References to Statutes include all Statutes amending consolidating or replacing the Statute referred to.

The expression "current market rental" means:

1. The best annual rent that can be reasonably obtained for the leased Premises;
2. On the basis that the Premises are available for leasing for the use to which the Premises may be put in accordance with the Lease with vacant possession by a willing Landlord to a willing Tenant for the residue of the current lease term (and Option for Renewal) at the review date;
3. On the terms and conditions contained in this Lease and such other matters as are relevant to the assessment of current market rent;
4. On the basis that the Tenant's Lease covenants and obligations shall have been fully performed at the review date;
5. Without taking into account any goodwill created by the Tenant's occupation of the Premises; improvements or fixture erected or installed at the Tenant's expense which the Tenant is permitted or required to remove at the termination of the Lease, except for permanent structural improvements to the leased Premises installed at the Tenant's expense which the Tenant is not permitted to remove at the termination of the Lease, which shall be taken into account;
6. Having regard to the rental values of comparable premises.
7. Rent concessions and other benefits that are frequently or generally offered to prospective Tenants of unoccupied premises are declared to be relevant matters to be taken into account in the assessment of current market rent.

The reference to "Consumer Price Index" "(CPI)" means the Consumer Price Index All Groups Sydney or the index officially substituted for it.

CPI adjustment of rent in accordance with the CPI:

- (i) take the yearly rent as of the last review date or if none, the rent at the commencement date (\$X),
- (ii) divide that rent by the Consumer Price Index Number for Sydney (All Groups) for the quarter ended just before that date (CPI 1),
- (iii) multiply the result by the Consumer Price Index Number for Sydney (All Groups) for the quarter ended just before the review date (CPI 2).

The product is the new rent for the year beginning on the review date (\$Y), written as a formula –

$$\frac{\$X \times \text{CPI 2}}{\text{CPI 1}} = \$Y$$

The Landlord must calculate the new rent after each review date and give the tenant written notice of the new rent.

If the Australian Bureau of Statistics makes a change in the reference base of the index and there is a published co-relation between the old and new base then the published co-relation is to be applied to convert the CPI I figure to the new reference base. If there is none then the landlord and the tenant agree to accept the calculations of the landlord's solicitor who must be retained to determine a fair co-relation between the old and the new series of numbers.

DEMOLITION

- 26.1 In the event that the Landlord intends to demolish the Building of which the Premises forms part the Lessor may terminate the Lease by written Notice to the Tenant, but:-
- (a) The Lease cannot be terminated on that ground unless and until the Landlord has provided the Tenant with details of the proposed demolition sufficient to indicate a genuine proposal to demolish the Building within a reasonably practicable time after the Lease is to be terminated.
 - (b) The Lease cannot be terminated by the Landlord on that ground without at least six months written Notice of termination.
 - (c) If Notice of termination on that ground is given to the Tenant, the Tenant may terminate the Lease by giving the Landlord not less than seven days written Notice of termination at any time within six months before the termination date notified by the Landlord.
- 26.2 If the Lease is for a term of twelve months or less, the period of six months in sub-section (1)(b) and (c) is shortened in each case to three months.
- 26.3 If a Lease is terminated on such a ground and demolition of the Building is not carried out within a reasonably practicable time after the termination date notified by the Landlord, the Landlord is liable to pay the Tenant reasonable compensation for damage suffered by the Tenant as a consequence of the early termination of the Lease unless the Landlord establishes that at the time Notice of termination was given by the Landlord there was a genuine proposal to demolish the Premises within that time.
- 26.4 "demolition" of the Building of which the Premises forms part includes any substantial repair, renovation or reconstruction of the Building that cannot be carried out practicably without vacant possession of the Premises.

DISPUTE RESOLUTION

27. If a dispute arises out of or relates to this agreement or the breach, termination, validity or subject matter thereof, or as to any claim in tort, in equity or pursuant to any domestic or international statute or law, the parties to the agreement and to the dispute expressly agree to first endeavour in good faith to settle the dispute by mediation administered in accordance with the Retail Tenancy Unit before having recourse to arbitration or litigation..

- 27.1 A party claiming that a dispute has arisen, must give written notice to the other parties to the dispute specifying the nature of the dispute.
- 27.2 On receipt of the notice specified 18.1 the parties to the dispute must within seven (7) days of receipt of said notice seek to resolve the dispute.
- 27.3 The mediation shall be conducted and administered in accordance with Retail Tenancy Mediation Rules which set out the procedures to be adopted, the process of selection of the mediator and the costs involved and which terms are hereby deemed incorporated.
- 28.5 This clause shall not merge upon completion.

ME

J. Q.

R.B.

SCHEDULE

ITEM:


- 1. Term (Clause 2.1) TWO YEARS**
 - 1(a) Commencement Date 12 January 2006
 - 1 (b) Expiry Date 11 January 2008
- 2(a) \$33,852.00 per annum plus GST of \$3,385.20 = \$37,237.20 per annum including GST
- 2(b) \$2821.00 per month plus GST of \$282.10 = \$3,103.10 per month including GST
- 2(c) \$33,852.00 per annum plus GST of \$3,385.20 = \$37,237.20 per annum including GST
- 2(d) \$2821.00 per month plus GST of \$282.10 = \$3,103.10 per month including GST
- 3. Rent Review**
See 2(c) and 2(d) above
- 4. Percentage on Holding Over Rent (Clause 3.5)**
5% annually
- 5. Outgoings (Clause 4.1.1)**
Not Applicable
- 6. Use of Premises (Clause 10)**
Pizza shop including eat-in, takeaway or delivery of pizza, retail sale of drinks, pasta, milk, salads, garlic bread, desserts and ancillary products.
- 7. Public liability insurance (Clause 12.2)**
\$10,000,000.00.
- 8. Bond (Clause 15.1)**
\$6,206.20 including GST
- 9. Option (Clause 18.1.1)**
Two years
- 10. Option Review Dates (Clause 18.2.2)**
Lease Commencement Date – 12 January 2008
Lease Expiry Date – 11 January 2010
Rent Review Dates – 12 January 2009 to be increased by factor of 5% of the previous years rent.
- 11. Interest on Overdue Money (Clause 19)**
Twelve (12%) percent per annum
- 12. Guarantor(s) (Clause 24.1)**
Not Applicable


ME
JZ



IN WITNESS WHEREOF of the parties hereto have hereunto set their hands and affixed their seals the day and year first hereinbefore written.

SIGNED by the said Landlord
MICHAEL ELIAS & SAMIRA ELIAS
in the presence of:

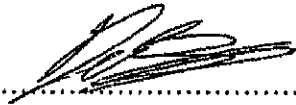
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x 

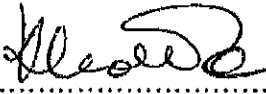
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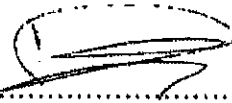
SIGNED by the said Tenant
DAVID BAYSSARI
in the presence of:





SIGNED by the said Tenant
MARIA BAYSSARI
in the presence of:







B
155-05

LEASE
Real Property Act 1900
LAW SOCIETY LEASE

Land Titles Office use only
5382069Y



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New South Wales
which has approved
this page and the
next page as printed.



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N.S.W. STAMP DUTY
10/9/98 2667102 11 2026 866010
\$1555.05

PROPERTY LEASED

Show up to 20 references to title.

If part of the land in a title is
being leased, specify the part.

FOLIO IDENTIFIER B/410947 being
PART SHOP 3&4
116 STATION STREET, WENTWORTHVILLE

LODGED BY

OFFICE USE
dfc
4760036

LTO Box
Name, address or DX, and telephone
Joseph G. Capogreco & Associates
Solicitors & Attorneys
8 New Canterbury Road, Petersham 2049
PO Box 722 Petersham 2049
REFERENCE (if any) 1561276

LESSOR
(landlord)

ANTONIO DUARTE AND MARIA DUARTE

The lessor leases to the lessee the property described above subject to the following **ENCUMBRANCES**

- 1. 2. 3. 4.

LESSEE
(tenant)



K.C.MACRAE HOLDINGS PTY LTD
ACN 001 772 514
TENANCY: (e.g. joint tenants)

SCHEDULE OF ITEMS

- 1. **LEASE PERIOD:** FIVE (5) YEARS
- 2. **COMMENCEMENT DATE:** 1 JULY 1998
- 3. **TERMINATION DATE:** 30 JUNE 2003
With an ^{two}OPTION TO RENEW ^{each} for a period of FIVE (5) YEARS set out in clause 4
- 5. With an **OPTION TO PURCHASE** set out in Not applicable
- 6. Together with and reserving the **RIGHTS** set out in Not applicable
- 7. This lease includes **ANNEXURES A and B.**
- 8. This lease includes the provisions in **MEMORANDUM No.** filed in the LTO. Not applicable

SEE A SOLICITOR ABOUT THIS LEASE

CHECKED BY (office use only)

A.D.
H.D.

PRO. JTY

We certify this dealing correct for the purposes of the Real Property Act 1900. DATE: 21/8/98

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

[Signature]
Signature of witness

ANNA SOUSA
NAME OF WITNESS (BLOCK LETTERS)

18 New Canterbury Rd, Petersham
Address of witness

Maria Duarte
Antonio Duarte
Signature of lessor



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

Signature of witness

NAME OF WITNESS (BLOCK LETTERS)

Address of witness

The Common Seal of K.C. Macrae Holdings Pty Ltd was affixed in accordance with its articles of association in the presence of:

[Signature] *[Signature]*
DIRECTOR/SECRETARY DIRECTOR
Signature of lessee

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

[Signature]
Signature of witness

A.P. BASTIC
NAME OF WITNESS (BLOCK LETTERS)

33 Rose St, Eastwood
Address of witness

[Signature] *[Signature]*
Signature of guarantor

I solemnly and sincerely declare in respect of every option to renew or purchase in Lease No. that the time for exercise of the option has ended and that the lessee under that lease has not exercised the option. I make this solemn declaration conscientiously believing it 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 lessor

B

ANNEXURE A to the Law Society Lease

Landlord: ANTONIO DUARTE & MARIA DUARTE

Tenant: K.C. MACRAE HOLDINGS PTY LTD ACN 001 772 514

This annexure consists of _____ pages.

NOTE: Any alterations and additions to Lease Covenants in Annexure B must be made by additional clauses in Annexure A. The printed clauses in Annexure B are to remain in their copyright form without alteration.

SCHEDULE OF ITEMS (continued)

Item 9
(cl 2.3)
(cl 13.7)

- A. The guarantor: ^{K MACRAE} KENNETH CHRISTOPHER ~~McRAE~~ & ^{MARY MACRAE} PATRICIA ~~MAY~~ ~~MCRAE~~ ^{MARY} ^{MACRAE}
- B. Limit of guarantor's liability:

Item 10
(cl 3)

Additional leased property:

Item 11
(cl 4)

Option to renew

- A. Further period of 5 years from 1 JULY 2003 to 30 JUNE 2008
- B. Further period of 5 years from 1 JULY 2008 to 30 JUNE 2013
- C. Maximum period of tenancy under this lease and permitted renewals: 15 years
- D. First day option for renewal can be exercised: 30 MARCH 2003
- E. Last day option for renewal can be exercised: 30 MAY 2003

Item 12
(cl 5)

Rent

For the lease period:

From the commencement date to the first rent review date:

\$ 80,402.40 a year
by monthly instalments of \$ 6,700.20

Afterwards:

At the new yearly rent beginning on each review date by monthly instalments of one twelfth of the new yearly rent.

For the further period in item 11A:

From the commencement date to the first rent review date:
(for example: Current market rent)

Afterwards:

At the new yearly rent beginning on each review date by monthly instalments of one twelfth of the new yearly rent.

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A.D. H.D.

Page 2 of 2 pages
Annexure A

For the further period in item 11B:
From the commencement date
to the first rent review date:
(for example: Current market rent)

Afterwards: At the new yearly rent beginning on each
review date by monthly instalments of
one twelfth of the new yearly rent.

Item 13
(cl 5)

Outgoings

- A. Share of outgoings:
- B. Outgoings -
 - (a) local council rates and charges; N/A
 - (b) water sewerage and drainage charges; N/A
 - (c) land tax; N/A
 - (d) insurance N/A

for the land or the building of which the property is part, fairly apportioned to the
period of this lease.

Item 14
(cl 5.1.5)

Interest rate: 12%

Item 15
(cl 5.4)

Rent review

Rent review date 30/6/99 Method of rent review 1

If Method 1 applies,
increase by
(the increase should show
a percentage or amount).

Method 1 is a fixed amount or percentage. 5%
Method 2 is Consumer Price Index.
Method 3 is current market rent.

Method 2 applies unless another method is stated.

Item 16
(cl 6.1)

Permitted use: PHARMACY, TOY SHOP, STORAGE AND OFFICE

Item 17
(cl 8.1.1)

Amount of required public liability insurance: \$10MILLION

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A.D. HD

B

ANNEXURE B to the Law Society Lease

Landlord: ANTONIO DUARTE & MARIA DUARTE

Tenant: K.C. MACRAE HOLDINGS PTY LTD ACN 001 772 514

This annexure consists of 12 pages.

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CONTENTS

CLAUSE	SUBJECT	PAGE	CLAUSE	SUBJECT	PAGE
1	Form of this Lease	2	8	Insurance and Damage	7
2	Parties	2	9	Access	8
3	The Property	2	10	Transfer and Sub-Lease	8
4	Lease Period	2	11	Landlord's other Obligations	9
5	Money	3	12	Forfeiture and End of Lease	10
6	Use	6	13	Guarantee	11
7	Condition and Repairs	6	14	Exclusions, Notices and Special Clauses ..	11

RETAIL LEASE CERTIFICATE

If section 16 of the Retail Leases Act 1994 applies to this lease, and the term plus any further terms are less than 5 years, the term will be extended unless a section 16 certificate is given. Sections 16(1) and (2) provide —

- 16(1) The term for which a retail shop lease is entered into, together with any further term or terms provided for by any agreement or option for the acquisition by the lessee of a further term as an extension or renewal of the lease, must not be less than 5 years. An agreement or option is not taken into account if it was entered into or conferred after the lease was entered into.
- 16(2) If a lease is entered into in contravention of this section, the validity of the lease is not thereby affected but the term of the lease is extended by such period as may be necessary to prevent the lease contravening this section.

I certify that I am a solicitor not acting for the landlord and that at the request of the tenant I explained to the tenant before the tenant entered into this lease —

- the effect of sections 16(1) and (2); and
- that the giving of this certificate would result in section 16 not applying to this lease.

.....
Date

.....
Signature

.....
NAME (BLOCK LETTERS)

.....
K.C. Macrae
.....
.....

.....
A.P. ...
.....
.....

A.D. M.D.

Page 2 of 12
Annexure B

CLAUSE 1 FORM OF THIS LEASE

What are the parts to this lease?

- 1.1 There are three parts to this lease — a lease form, Annexure A and this annexure.
- 1.2 This lease is a deed even if it is not registered.

CLAUSE 2 PARTIES

Who are the parties to this lease?

- 2.1 The landlord. The landlord is also called the lessor (or in the case of a sublease, the sublessor) and is named on page 1 of this lease.
- 2.2 The tenant. The tenant is also called the lessee (or in the case of a sub-lease, the sub-lessee) and is named on page 1 of this lease.
- 2.3 The guarantor, if a guarantor is named in item 9 in the schedule.
- 2.4 If a party consists of two or more persons, obligations of that party can be enforced against any one or more of them.

CLAUSE 3 THE PROPERTY

What property is leased?

- 3.1 The property leased is described on page 1 of this lease.
- 3.2 The landlord's fixtures are included in the property leased.
- 3.3 If anything else is leased (such as furniture belonging to the landlord) and is described in item 10 in the schedule it is included in the property.
- 3.4 If the property has facilities and services shared in common with other persons in the same building as the property, clause 11.3.2 applies to those common facilities. The tenant shares the common facilities with the landlord, and with other tenants of the landlord. The landlord can set reasonable rules for sharing these common facilities.

CLAUSE 4 LEASE PERIOD

How long is this lease for?

- 4.1 This lease is for the period stated in item 1 in the schedule, commences on the date stated in item 2 in the schedule and ends on the date stated in item 3 in the schedule.
- 4.2 If a further period, commencing when this lease ends, is stated in item 11A in the schedule then the tenant has the option to renew this lease for that period.
- 4.3 The tenant can renew this lease more than once if that is stated in item 11B in the schedule. However the period of tenancy under this lease and under any renewal(s) is, in total, not longer than the maximum period stated in item 11C in the schedule.
- 4.4 The tenant can exercise the option only if —
 - 4.4.1 the tenant serves on the landlord a notice of exercise of option not earlier than the first day stated in item 11D in the schedule and not later than the last day stated in item 11E in the schedule;

B

Page 3 of 12
Annexure B

- 4.4.2 there is at the time of service no rent or outgoing that is overdue for payment; and
4.4.3 at the time of service all the other obligations of the tenant have been complied with or fully remedied in accordance with the terms of any notice to remedy given by the landlord.

If this lease is extended by legislation, items 11D and 11E in the schedule are adjusted accordingly.

- 4.5 After exercising the option the tenant must continue to pay all rents and outgoings on time and continue to comply with all of the tenant's obligations under this lease. If the tenant does not do so, the landlord may treat any breach as being a breach of the new lease as well as of this lease.
- 4.6 A new lease will be the same as this lease except for —
- 4.6.1 the new rent;
4.6.2 the commencement date and the termination date;
4.6.3 the omission of clauses 4.2, 4.3, 4.4, 4.5 and 4.6 and items 11A and 11B in the schedule in the last lease allowed in item 11 in the schedule;
4.6.4 item 11B becoming item 11A;
4.6.5 adjustment of item 11C in the schedule; and
4.6.6 adjustment of items 11D and 11E in the schedule. The number of days between the dates stated in items 11D and 11E in the schedule of the new lease and the termination date of the new lease and the number of days between each date stated in items 11D and 11E in the schedule of this lease and the termination date of this lease are to correspond.

If the new rent is to be current market rent it will be decided in the same way that current market rent is to be decided under Method 3 stated in clause 5 assuming that this lease and the new lease were one continuous lease and the commencement date of the new lease was a rent review date.

CLAUSE 5 MONEY

What money must the tenant pay?

- 5.1 The tenant must pay to the landlord or as the landlord directs —
- 5.1.1 the rent stated in item 12 in the schedule;
5.1.2 the share stated in item 13A in the schedule of those outgoings stated in item 13B in the schedule;
5.1.3 the reasonable cost to the landlord of remedying a default by the tenant;
5.1.4 the reasonable cost to the landlord of dealing with any application by the tenant for the landlord's consent under this lease (whether or not it is given);
5.1.5 interest on these moneys at the rate stated in item 14 in the schedule when payment is more than 14 days overdue, calculated from the due date to the date of payment;
5.1.6 registration fee for registration of this lease at the Land Titles Office (payable on delivery to the landlord's solicitor of the executed lease);
5.1.7 stamp duty on this lease (payable on delivery to the landlord's solicitor of the executed lease) if not previously paid by the tenant to the Office of State Revenue;
5.1.8 if the tenant defaults, the landlord's reasonable legal costs relating to the default; and
5.1.9 the landlord's reasonable costs and expenses in connection with the preparation of this lease.
- 5.2 The first month's instalment of rent is to be paid by the commencement date. Each later month's instalment of rent is to be paid in advance.

Page 4 of 12
Annexure B

5.3 A payment under clause 5.1.2 must be paid on the next rent day after a request for payment is made by the landlord.

A request for payment can be made —

5.3.1 after the landlord has paid an outgoing; or

5.3.2 after the landlord has received an assessment or account for payment of an outgoing.

If item 13B in the schedule refers to land tax —

- if the property is a strata lot, the relevant land tax is land tax on that lot;
- if the property is not a strata lot but is part of a building, the relevant land tax is land tax on the land on which the building is situated, plus any land of the landlord used or available for use by or for the benefit of tenants conducting business in the building or in connection with trading in the building; and
- in either case, the land tax must be calculated as if the land was the only land owned by the landlord and there was no special trust or non-concessional company involved.

When and how is the rent to be reviewed?

5.4 The rent is to be reviewed on the rent review dates stated in item 15 in the schedule.

If this lease is extended by legislation, the rent review dates include each anniversary of the latest rent review date stated in item 15 in the schedule (or if none is stated each anniversary of the commencement date) which falls during the extension.

5.5 The tenant must continue to pay rent at the old rate until the new rate is known. After that, the tenant is to pay the new rent from the next rent day. By that rent day the tenant is also to pay any shortfall between the old and new rate for the period since the rent review date. Alternatively, the landlord is to refund to the tenant any overpayment of rent.

5.6 There are three different methods described here for fixing the new rent on a rent review date. The method agreed by the landlord and the tenant is stated at item 15 in the schedule. The tenant is entitled to a reduction if the method produces a rent lower than the rent current just before the review date.

Method 1. By a fixed amount or percentage.

5.7 In this case the new rent beginning on each review date is stated in item 15 in the schedule.

Method 2. By reference to Consumer Price Index.

5.8 In this case —

- take the yearly rent as of the last review date or if none, the rent at the commencement date (\$X),
- divide that rent by the Consumer Price Index Number for Sydney (All Groups) for the quarter ended just before that date (CPI 1),
- multiply the result by the Consumer Price Index Number for Sydney (All Groups) for the quarter ended just before the review date (CPI 2).

The product is the new rent for the year beginning on the review date (\$Y), written as a formula —

$$\frac{\$X}{\text{CPI 1}} \times \text{CPI 2} = \$Y.$$

5.9 The landlord must calculate the new rent after each review date and give the tenant written notice of the new rent.

B

- 5.10 If the Australian Bureau of Statistics makes a change in the reference base of the index and there is a published co-relation between the old and new base then the published co-relation is to be applied to convert the CPI 1 figure to the new reference base. If there is none then the landlord and the tenant agree to accept the calculations of the landlord's solicitor who must be retained to determine a fair co-relation between the old and the new series of numbers.
- 5.11 If the index used to calculate the new rent is discontinued the landlord may substitute another index that, as nearly as practicable, serves the same purpose and, if there is no such index, then the rent will be fixed by Method 3.
- Method 3. By reference to current market rent.**
- 5.12 In this case the rent is to be the current market rent. This can be higher or lower than the rent payable at the rent review date.
- 5.13 The landlord or the tenant can inform the other in writing at least 60 days before the rent review date of the rent that the landlord or tenant thinks will be the current market rent at the review date.
- 5.14 If the landlord and the tenant agree on a new rent then that rent will be the new rent beginning on the rent review date and the landlord and the tenant must sign a statement saying so.
- 5.15 If the landlord and the tenant do not agree on the amount of the new rent 30 days before the rent review date —
- 5.15.1 the current market rent will be decided by a valuer appointed under clause 5.16;
 - 5.15.2 the current market rent is the rent that, having regard to the terms and conditions of this lease and such other matters as are relevant to the assessment of current market rent, would be reasonably expected to be paid for the property if it were unoccupied and offered for renting for the use to which the property can be put in accordance with this lease;
 - 5.15.3 rent concessions and other benefits that are frequently or generally offered to prospective tenants of unoccupied retail shops, where the property is a retail shop, and otherwise of unoccupied comparable premises, are relevant matters; and
 - 5.15.4 the value of goodwill created by the tenant's occupation and the value of tenant's fixtures and fittings are to be ignored.
- 5.16 The landlord and the tenant can either agree upon a valuer or can ask the President of the Law Society of New South Wales to nominate a person who is a licensed valuer to decide the current market rent.
- 5.17 The valuer will act as an expert not an arbitrator. The landlord and the tenant can each make submissions in writing to the valuer within 14 days after they receive notice of the valuer's appointment but not later unless the valuer agrees.
- 5.18 The valuer's decision is final and binding. The valuer must state how the decision was reached.
- 5.19 If the valuer —
- 5.19.1 does not accept the nomination to act; or
 - 5.19.2 does not decide the current market rent within 60 days after accepting the nomination; or
 - 5.19.3 becomes incapacitated or dies; or
 - 5.19.4 resigns,
- then another valuer is to be appointed in the same way.
- 5.20 The landlord and tenant must each pay half the valuer's costs.

Page 6 of 12
Annexure B

- 5.21 If the landlord and the tenant do not agree upon a valuer and neither asks for a valuer to be nominated before —
- 5.21.1 the next rent review date passes; or
 - 5.21.2 this lease ends without the tenant renewing it; or
 - 5.21.3 this lease is transferred after the rent review date with the landlord's consent; or
 - 5.21.4 the property is transferred after the rent review date
- then the rent will not change on that rent review date.

CLAUSE 6 USE

How must the property be used?

- 6.1 The tenant must —
- 6.1.1 use the property for the purpose stated in item 16 in the schedule and not for any other purpose;
 - 6.1.2 open for business at times usual for a business of the kind conducted by the tenant;
 - 6.1.3 keep the property clean and dispose of waste properly; and
 - 6.1.4 comply with all laws regulating how the property is used, obtain any consents or licences needed, comply with any conditions of consent, and keep current any licences or registrations needed for the use of the property or for the conduct of the tenant's business there.
- 6.2 The landlord can consent to a change of use and cannot withhold consent unreasonably.
- 6.3 The tenant must not —
- 6.3.1 do anything that might invalidate any insurance policy covering the property or that might increase the premium; or
 - 6.3.2 use the property as a residence or for any activity that is dangerous, offensive, noxious, illegal or immoral or that is or may become a nuisance or annoyance to the landlord or to the owner or occupier of any neighbouring property; or
 - 6.3.3 hold any auction, bankrupt or fire sale in the property; or
 - 6.3.4 display signs or advertisements on the outside of the property, or that can be seen from the outside, unless the landlord consents (but the landlord cannot withhold consent unreasonably); or
 - 6.3.5 overload the floors or walls of the property.

CLAUSE 7 CONDITION AND REPAIRS

Who is to repair the property?

- 7.1 The landlord must —
- 7.1.1 maintain in a state of good condition and serviceable repair the roof, the ceiling, the external walls, and the floors of the property and must fix structural defects;
 - 7.1.2 maintain the property in a structurally sound condition; and
 - 7.1.3 maintain essential services.
- 7.2 The tenant must otherwise maintain the property in its condition at the commencement date and promptly do repairs needed to keep it in that condition but the tenant does not have to —
- 7.2.1 alter or improve the property; or
 - 7.2.2 fix structural defects; or
 - 7.2.3 repair fair wear and tear.



7.3 The tenant must also —

- 7.3.1 reimburse the landlord for the cost of fixing structural damage caused by the tenant, apart from fair wear and tear;
- 7.3.2 maintain and decorate the shop front if the property has one; and
- 7.3.3 decorate the inside of the property in the last 3 months of the lease period (however it ends) — 'decorate' here means restoring the surfaces of the property in a style and to a standard of finish originally used e.g. by repainting.

7.4 If an authority requires work to be done on the property and it is structural work or work needed to make the property safe to use then the landlord must do the work unless it is required only because of the way the tenant uses the property. But if it is any other work or is required only because of the way the tenant uses the property then the tenant must do the work.

7.5 If the tenant fails to do any work that the tenant must do the landlord can give the tenant a notice in writing stating what the tenant has failed to do. After the notice is given the tenant must —

- 7.5.1 do the work immediately if there is an emergency; and
- 7.5.2 do the work promptly and diligently in any other case.

If the tenant does not do the work, the landlord can do it and the tenant must reimburse the landlord for the cost of the work.

7.6 The tenant must not make any structural alterations to the property. Any other alterations require the landlord's consent in writing (but the landlord cannot withhold consent unreasonably).

CLAUSE 8 INSURANCE AND DAMAGE

What insurances must the tenant take out?

8.1 The tenant must keep current an insurance policy covering —

- 8.1.1 liability to the public in an amount not less than the amount stated in item 17 in the schedule (for each accident or event); and
- 8.1.2 damage or destruction from any cause to all plate glass in the windows and other portions of the property

and must produce to the landlord, upon request, the policy and the receipt for the last premium.

What happens if the property is damaged?

8.2 If the property or the building of which it is part is damaged (a term which includes destroyed) —

- 8.2.1 the tenant is not liable to pay rent, or any amount payable to the landlord in respect of outgoings or other charges, that is attributable to any period during which the property cannot be used under this lease or is inaccessible due to that damage;
- 8.2.2 if the property is still usable under this lease but its usability is diminished due to the damage, the tenant's liability for rent and any amount in respect of outgoings attributable to any period during which usability is diminished is reduced in proportion to the reduction in usability caused by the damage;
- 8.2.3 if the landlord notifies the tenant in writing that the landlord considers that the damage is such as to make its repair impracticable or undesirable, the landlord or the tenant can terminate this lease by giving not less than 7 days notice in writing of termination to the other and no compensation is payable in respect of that termination;

Page 8 of 12
Annexure B

- 8.2.4 if the landlord fails to repair the damage within a reasonable time after the tenant requests the landlord to do so the tenant can terminate this lease by giving not less than 7 days notice in writing of termination to the landlord; and
- 8.2.5 nothing in clause 8.2 affects any right of the landlord to recover damages from the tenant in respect of any damage or destruction to which the clause applies.

CLAUSE 9 ACCESS

What are the landlord's rights of access to the property?

- 9.1 The tenant must give the landlord (or anyone authorised in writing by the landlord) access to the property at any reasonable time for the purpose of —
- 9.1.1 inspecting the condition of the property, or how it is being used; or
- 9.1.2 doing anything that the landlord can or must do under this lease or must do by law; or
- 9.1.3 viewing the property as a valuer, prospective buyer or mortgagee; or
- 9.1.4 fixing a notice in a reasonable position on the outside of the property saying that it is for sale; or
- 9.1.5 viewing the property as a prospective tenant not earlier than 6 months before the lease period ends; or
- 9.1.6 fixing a notice not earlier than 6 months before the lease period ends in a reasonable position on the outside of the property saying that it is to let; or
- 9.1.7 inspecting, cleaning or repairing another property or any services to another property.
- 9.2 The landlord must give the tenant at least 2 days written notice for access (except in an emergency). The day of the giving of the notice and any Saturday, Sunday or public holiday on which the property is not open for business are not counted.
- 9.3 The landlord must promptly make good any damage caused to the property and to any of the tenant's belongings which results from exercising these rights.
- 9.4 The tenant must give to the landlord a copy of any notice relating to the property or relating to any neighbouring property immediately after receiving the notice.

CLAUSE 10 TRANSFER AND SUB-LEASE

Can this lease be transferred or the property shared or sub-let?

- 10.1 The tenant must not transfer this lease without consent.
- 10.2 The landlord can withhold consent only if —
- 10.2.1 the proposed transferee proposes to change the use to which the property is put; or
- 10.2.2 where the property is a retail shop, the proposed transferee has financial resources or retailing skills inferior to those of the proposed transferor and otherwise the proposed transferee has financial resources or business experience inferior to those of the proposed transferor; or
- 10.2.3 the tenant has not complied with clause 10.3 and, where the property is a retail shop, clause 10.4.
- 10.3 A request for the landlord's consent to a transfer of lease must be made in writing and the tenant must provide the landlord with such information as the landlord may reasonably require concerning the financial standing and business experience of the proposed transferee.

B

Page 9 of 12
Annexure B

- 10.4 Where the property is a retail shop, before requesting the consent of the landlord to a proposed transfer of this lease, the tenant must furnish the proposed transferee with a copy of any disclosure statement given to the tenant in respect of this lease, together with details of any changes that have occurred in respect of the information contained in the disclosure statement (being changes of which the tenant was aware or could reasonably be expected to be aware). For the purpose of enabling the tenant to comply with this obligation, the tenant can request the landlord to provide the tenant with a copy of the disclosure statement concerned and, if the landlord is unable or unwilling to comply with such a request within 14 days after it is made, this clause 10.4 does not apply.
- 10.5 Where the tenant has complied with clause 10.3 and where required to do so clause 10.4 and the landlord has not within 42 days after the request was made given notice in writing to the tenant either consenting or withholding consent the landlord is taken to have consented.
- 10.6 The tenant has to pay in connection with any consent the landlord's reasonable legal costs, the reasonable costs of obtaining any mortgagee's consent, the stamp duty and the registration fee for the transfer.
- 10.7 Where the property is a retail shop, the tenant can sublet, grant a license or concession, share or part with the possession of the whole or any part of the property or mortgage or otherwise charge or encumber the tenant's estate or interest in this lease only with the written consent of the landlord which can be refused in the landlord's absolute discretion. Otherwise, the tenant cannot do any of these things.

CLAUSE 11 LANDLORD'S OTHER OBLIGATIONS

What are the landlord's other obligations?

- 11.1 So long as the tenant does all the things that must be done by the tenant under this lease the landlord must allow the tenant to possess and use the property in any way permitted under this lease without interference from the landlord, or any person claiming under the landlord or having superior title to the title of the landlord.
- 11.2 The landlord must pay all outgoing for the land or the building of which the property is part when they fall due.
- 11.3 If the property is part of a building owned or controlled by the landlord —
- 11.3.1 the landlord must maintain in reasonable structural condition all parts of the building that the tenant can use under this lease; and
 - 11.3.2 if the property has facilities and service connections shared in common with other persons the landlord must —
 - 11.3.2.1 allow reasonable use of the facilities and service connections including —
 - the right for the tenant and other persons to come and go to and from the property over the areas provided for access;
 - access by the tenant to service connections; and
 - the right for the tenant's customers to park vehicles in any area set aside for customer parking, subject to any reasonable rules made by the landlord.
 - 11.3.2.2 maintain the facilities and service connections in reasonable condition.
- 11.4 The landlord must ensure that this lease is registered.
- 11.5 If a consent is needed for this lease, from someone such as a mortgagee or head landlord of the property, then the landlord must get the consent.

Page 10 of 12
Annexure B

CLAUSE 12 FORFEITURE AND END OF LEASE

When does this lease end?

12.1 This lease ends —

- 12.1.1 on the date stated in item 3 in the schedule; or
- 12.1.2 if the landlord lawfully enters and takes possession of any part of the property; or
- 12.1.3 if the landlord lawfully demands possession of the property.

12.2 The landlord can enter and take possession of the property or demand possession of the property if —

- 12.2.1 the tenant has repudiated this lease; or
- 12.2.2 rent or any other money due under this lease is 14 days overdue for payment; or
- 12.2.3 the tenant has failed to comply with a landlord's notice under section 129 of Conveyancing Act 1919; or
- 12.2.4 the tenant has not complied with any term of this lease where a landlord's notice is not required under section 129 of the Conveyancing Act 1919 and the landlord has given at least 14 days written notice of the landlord's intention to end this lease.

12.3 When this lease ends, unless the tenant becomes a tenant of the property under a new lease the tenant must —

- 12.3.1 return the property to the landlord in the state and condition that this lease requires the tenant to keep it in; and
- 12.3.2 have removed any goods and anything that the tenant fixed to the property and have made good any damage caused by the removal.

Anything not removed becomes the property of the landlord who can keep it or remove and dispose of it and charge to the tenant the cost of removal making good and disposal.

12.4 If the landlord allows the tenant to continue to occupy the property after the end of the lease period (other than under a new lease) then —

- 12.4.1 the tenant becomes a monthly tenant and must go on paying the same rent and other money in the same way that the tenant had to do under this lease just before the lease period ended (apportioned and payable monthly);
- 12.4.2 the monthly tenancy will be on the same terms as this lease, except for —
 - clause 4;
 - clauses 5.4 to 5.21 inclusive;
 - clause 6.2 unless consent has previously been given; and
 - clause 8 except for the provisions relating to rental suspension;
- 12.4.3 either the landlord or the tenant can end the monthly tenancy by giving, at any time, one month's written notice to the other expiring on any date; and
- 12.4.4 anything that the tenant must do by the end of this lease must be done by the end of the monthly tenancy.

12.5 Essential terms of this lease include —

- 12.5.1 the obligation to pay rent not later than 14 days after the due date for payment of each periodic instalment (and this obligation stays essential even if the landlord, from time to time, accepted late payment);
- 12.5.2 the obligations of the tenant in clause 5.1.2 (dealing with outgoing);
- 12.5.3 the obligations of the tenant in clause 6.1 (dealing with use);
- 12.5.4 the obligations of the tenant in clause 7 (dealing with repairs); and
- 12.5.5 the obligations of the tenant in clause 10 (dealing with transfer and sub-lease).

12.6 If there is a breach of an essential term the landlord can recover damages for losses over the entire period of this lease but must do every reasonable thing to mitigate those losses and try to lease the property to another tenant on reasonable terms.

B

Page 11 of 12
Annexure B

- 12.7 The landlord can recover damages even if —
- 12.7.1 the landlord accepts the tenant's repudiation of this lease; or
 - 12.7.2 the landlord ends this lease by entering and taking possession of any part of the property or by demanding possession of the property; or
 - 12.7.3 the tenant abandons possession of the property; or
 - 12.7.4 a surrender of this lease occurs.

CLAUSE 13 GUARANTEE

What are the obligations of a guarantor?

- 13.1 This clause applies if a guarantor of the tenant is named in item 9A in the schedule and has signed or executed this lease or, if this lease is a renewal of an earlier lease, the earlier lease.
- 13.2 The guarantor guarantees to the landlord the performance by the tenant of all the tenant's obligations (including any obligation to pay rent, outgoings or damages) under this lease, under every extension of it or under any renewal of it or under any tenancy and including obligations that are later changed or created.
- 13.3 If the tenant does not pay any money due under this lease, under any extension of it or under any renewal of it or under any tenancy the guarantor must pay that money to the landlord on demand even if the landlord has not tried to recover payment from the tenant.
- 13.4 If the tenant does not perform any of the tenant's obligations under this lease, under any extension of it or under any renewal of it or under any tenancy the guarantor must compensate the landlord even if the landlord has not tried to recover compensation from the tenant.
- 13.5 If the tenant is insolvent and this lease or any extension or renewal of it is disclaimed the guarantor is liable to the landlord for any damage suffered by the landlord because of the disclaimer. The landlord can recover damages for losses over the entire period of this lease or any extension or renewal but must do every reasonable thing to mitigate those losses and try to lease the property to another tenant on reasonable terms.
- 13.6 Even if the landlord gives the tenant extra time to comply with an obligation under this lease, under any extension of it or under any renewal of it or under any tenancy, or does not insist on strict compliance with the terms of this lease or any extension of it or renewal of it or of any tenancy, the guarantor's obligations are not affected.
- 13.7 If an amount is stated in item 9B in the schedule the guarantor's liability under this clause is limited to that amount.
- 13.8 The terms of this guarantee apply even if this lease is not registered, even if any obligation of the tenant is only an equitable one, and even if this lease is extended by legislation.

CLAUSE 14 EXCLUSIONS, NOTICES AND SPECIAL CLAUSES

- 14.1 No covenant or power is implied in this lease by section 84 or 85 of the Conveyancing Act 1919.
- 14.2 A document under or relating to this lease is —
- 14.2.1 served if it is served in any manner provided in section 170 of the Conveyancing Act 1919; and
 - 14.2.2 served on the tenant if it is left at the property.
- 14.3 This lease is subject to any legislation that cannot be excluded.
- 14.4 In this lease, 'retail shop' means premises to which the Retail Leases Act 1994 applies.

Page 12 of 12
Annexure B

IMPORTANT NOTES

The following notes are for guidance and do not form part of this lease.

If you are a landlord, a solicitor will prepare this lease for you.

If you are a tenant, a solicitor can advise you about it.

1. This document creates legal rights and legal obligations.
2. Failure to register a lease can have serious consequences.
3. If an option for renewal is not exercised at the right time it will be lost.
4. The tenant can exercise an option for renewal even if there has been a breach of this lease in a case where section 133E of the Conveyancing Act 1919 applies. The landlord must give a prescribed notice within 14 days after the option is exercised if the landlord wants to rely on the breach to prevent the exercise of the option.
5. The Law Society of New South Wales is not to be responsible for any loss resulting from the use of this lease as printed whether authorised or not.

.....
.....
.....

I certify that this and the preceding eleven pages are in exactly the same wording as Annexure B of the copyright Law Society Lease.

.....
Solicitor for the Landlord



DISCLOSURE STATEMENT

(Schedule 2, Retail Leases Act)

ADVICE TO LESSEES

1. Before signing agreements to lease or leases, lessees should ensure they fully understand the documents.
2. If there is any doubt, lessees should seek independent legal advice.

TENANCY DETAILS

Address of shop/shop No. 4 & 3		Lettable area (sq. m.)
Permitted use of shop PHARMACY, TOY SHOP, STORAGE AND OFFICE		
Lease period	Options	Options periods
1 / 7 / 19 98 to 30 / 6 / 2003	No 5 Yes	/ /
Finishes, fixtures, fittings, equipment and services to be provided by the lessor. Lessee has to pay for the finishes, fixtures, fittings, equipment and services to be provided by the lessor: yes/no If yes, to what extent: Finishes, fixtures, fittings, equipment and services to be provided by the lessee		
Hours of access to shop outside trading hours. At all hours		
Date on which shop will be available for occupation by the lessee.		
Lessor's requirements as to quality and standard of fittings in shop.		
Rent: \$80,402.40 per annum Method for Calculating Rent: 1. Commencement Date 2. Formula 1 3. Rent Reviews Frequency EARLY Nature		

DETAILS AS TO INTEREST OF LESSOR

Is the Lessor:

Owner of the shop
 or
 Lessee of the shop

Give details of any rights and obligations of lessor under that lease that may affect the shop.

DETAILS AS TO AGREEMENTS OR REPRESENTATIONS

Give details of any other agreements between lessor and lessee, or representations made by lessor or lessee including those relating to exclusivity or limitations on competing uses.

Page 2 of 2 pages
 Disclosure Statement

OUTGOINGS TO BE PAID BY THE LESSEE

DETAILS OF OUTGOINGS	ESTIMATE \$ P.A.	DETAILS OF OUTGOINGS	ESTIMATE \$ P.A.
Air conditioning/ Ventilation	N/A	Audit fees	N/A
Building intelligence and Emergency systems	N/A	Car parking	N/A
Child minding	N/A	Cleaning	N/A
Electricity	N/A	Energy management systems	N/A
Fire protection	N/A	Gardening	N/A
Gas & oil	N/A	Insurance	
Land tax		Lifts and Escalators	
Local Government rates and charges		Management costs	
Pest control	N/A	Public address / Music	N/A
Repairs and Maintenance		Sinking fund for repairs and maintenance	
Security		Sewage disposal and Sullage	
Signs		Telephones (public)	N/A
Uniforms	N/A	Water, Sewerage and Drainage rates and charges	
Others (specify)			
TOTAL (both columns)			
Formula for apportionment of outgoings if the lessee is not liable for the total amount			
Additional outgoings to be borne by lessee			

NOTE: The Law Society Lease was prepared to suit a retail shop, NOT located in a retail shopping centre. Accordingly, the information contained in the final two pages of Schedule 2 under the heading "Retail shopping Centre Details" has not been reproduced. Users of this form should reinstate that information if applicable.

CONSENT TO LEASE R.P.A.

WESTPAC BANKING CORPORATION ARBN 007 457 141 (hereinafter called "the Bank") being the Mortgagee under Mortgage No 3944927 of the premises demised by the within Lease hereby consents to such Lease as from the registration thereof and not otherwise and subject to the following conditions and provisions namely:

1. THAT this consent shall be without prejudice to the rights powers and remedies of the Bank and its assigns under the said Mortgage which shall remain in full force and effect as if this consent had not been given except that so long as the covenants and provisions of the said Lease are duly observed and performed the Bank will in the event of the exercise of the power of sale or other power or remedy of the Bank or its assigns on default under the said Mortgage exercise the same subject to the then subsisting rights of the Lessee his executors administrators and assigns under the said Lease.
2. THAT so long as the Bank or its assigns is or are registered as Mortgagee of the said premises the Lessee shall obtain the consent or approval of the Bank or its assigns in addition to the consent or approval of the Lessor in all cases where under the said Lease the consent or approval of the Lessor is required.
3. THAT upon the Bank or its assigns giving notice to the Lessee of demanding to enter into receipt of the rents and profits of the said premises the covenants on the part of the Lessee expressed or implied in the said Lease shall be deemed to have been entered into by the Lessee with the Bank and its assigns and all the rights powers and remedies of the Lessor under the said Lease shall vest in and be exercisable by the Bank and its assigns until such notice be withdrawn or the said Mortgage be discharged.
4. The Bank shall in no way be bound to perform and shall not incur any liability in respect of the covenants and agreements expressed or implied in the said Lease and on the part of the Lessor to be performed and observed.
5. The word "Lessee" where used herein shall mean and include the Lessee his executors administrators or permitted assigns.

DATED this 30 October 1998 .

Signed for and on behalf of
WESTPAC BANKING CORPORATION

Frederick Alex Holmes
.....
(Full name of Attorney)
its Attorney who is personally known to me

[Handwritten Signature]
.....
(Witness Signature) RAJNESH SINGH



WESTPAC BANKING CORPORATION by its Attorney who states that at the time of executing this instrument no notice of revocation has been received of the Power of Attorney registered in the Land Titles Office Book 4059 No.831 under the authority of which this Instrument has been executed.

[Handwritten Signature]
.....
Supervisor, NSW Service Centre

RFI



LEASE

Real Property Act, 1900



U
760036 J

B



Office of State Revenue use only

OFFICE OF STATE REVENUE P49
STAMP DUTY 1602/99
DUTY \$ 1077.30 1ST REC NO 1542678

(A) PROPERTY LEASED

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

FOLIO IDENTIFIER B/410947
part Shop 4, 108-120 Station Street,
Wentworthville

(B) LODGED BY

L.T.O. Box 7050 605m	Name, Address or DX and Telephone LEGALITIES PTY. LIMITED DX 725 SYDNEY PH: 221 8868 REFERENCE (max. 15 characters): SLADE SLADE: MELISSA	SUN ONE INVEST LEGALITIES PTY LIMITED DX 725 SYDNEY PH: 221 8868
-----------------------------------	--	---

(C) LESSOR

ISIKIT PTY LIMITED (ACN 002 455 218)

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

1.
2.
3.
4.

(E) LESSEE

K. M.
HA

L	K. MACRAE HOLDINGS PTY LTD (ACN 001 772 514)
	as joint tenants/tenants in common

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

2. COMMENCING DATE: 1 JULY 1993
3. TERMINATING DATE: 30 JUNE 1998
4. With an OPTION TO RENEW for a period of 5 x 5 ~~+~~ YEARS set out in CLAUSE 19
5. ~~With an OPTION TO PURCHASE set out in~~
6. ~~Together with and reserving the RIGHTS set out in~~
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)

[Signature]

CF - 20 S.

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

DATE OF EXECUTION 21/7/93

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

THE COMMON SEAL OF ISIKIT PTY

Signature of Witness

LIMITED was affixed in accordance with

Name of Witness (BLOCK LETTERS)

its articles of association in the presence of:

Address of Witness



X A. K... *X M. K...*
Director/Secretary Director

Signature of Lessor

W
Kell
P.M.
H.

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

THE COMMON SEAL of K.C. MACRAE HOLDINGS

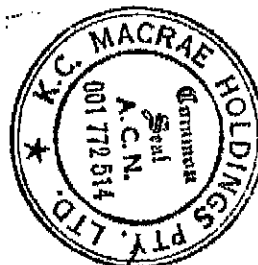
Signature of Witness

PTY LTD was affixed in accordance with

Name of Witness (BLOCK LETTERS)

its articles of association in the presence of:

Address of Witness



K. Macrae *P. Macrae*
Director/Secretary Director

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 of Witness

Signature of Lessor

ANNEXURE "A"

DEED made 199

BETWEEN The Party identified in Item 1 of the Reference Schedule ("Landlord")

AND The Party identified in Item 2 of the Reference Schedule ("Tenant")

AND The Party (if any) identified in Item 15 of the Reference Schedule ("Guarantor")

WITNESSES AND IT IS AGREED by the parties as follows:

1. Definitions and Interpretation

1.1 Definitions

In this Lease unless the context otherwise requires:

- (1) "Air Conditioning Equipment" means the plant, chilled water piping, electrical installations, ductwork and diffusers used to heat, cool, circulate and extract air throughout the Building;
- (2) "Australian Institute" means the Australian Institute of Valuers and Land Economists (Inc.) New South Wales Division or its successor or other organisation replacing it;
- (3) "Building" means all improvements of which the Premises form part erected on the Land including any modifications, extensions or alterations to those improvements and, where appropriate, includes the Land and the Landlord's Fixtures;
- (4) "Claim" includes any claim or legal action;
- (5) "Commencement Date" means the date of commencement of this Lease stated in Item 4 of the Reference Schedule;
- (6) "Common Areas" means all parts of the Building and the Land designated by the Landlord for common use by the Building's tenants or occupiers and their respective employees, invitees and licensees;
- (7) "Cost" means any cost, charge, expense, outgoing, payment or other expenditure of any nature and where appropriate, includes the reasonable fees and disbursements payable to contractors, consultants and lawyers;
- (8) "Default Rate" means, unless another rate of interest is stated in Item 13 of the Reference Schedule, 2% per annum above the highest overdraft rate charged by the Landlord's bank for commercial loans in excess of \$100,000.00 at the date for payment of any money and, in the absence of manifest error, a written statement by the Landlord's bank manager will be conclusive evidence of the rate;

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050793aew

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- 3 -

- (22) "Tenant" means the person named in Item 2 of the Reference Schedule and includes:
- (a) in the case of a company, its successors and permitted assigns; and
 - (b) in the case of a person, his executors, administrators and permitted assigns;
- (23) "Tenant's Employees" means each of the Tenant's employees, contractors, agents, customers, clients, visitors, subtenants, licensees or others (with or without invitation) who may be upon the Premises, the Building or the Land;
- (24) "Tenant's Fittings" includes all fixtures, fittings, furniture, plant, equipment, partitions or other articles and chattels which are in the Premises and are not owned by the Landlord;
- (25) "Term" means the term of this Lease stated in Item 6 of the Reference Schedule;
- (26) "Termination Date" means the date of termination of this Lease stated in Item 5 of the Reference Schedule; and
- (27) "Valuer" means a person who is:
- (a) a fully licensed member, of not less than 5 years' standing, of the Australian Institute and active in the relevant market at the time of his appointment; and
 - (b) has at least 3 years' experience in valuing the kind of premises leased by this Lease.

1.2 Construction

Reference to:

- (1) a person includes:
 - (a) a corporation and government body; and
 - (b) the legal representatives, successors and assigns of that person;
- (2) month or monthly means calendar month or calendar monthly; and
- (3) a right includes a remedy, authority or power.

1.3 Plurals and Genders

A word importing:

- (1) the singular includes the plural and vice versa; and
- (2) any gender includes all other genders.

Handwritten signatures:
K...
P. Mackee

- 4 -

1.4 Parties Bound Jointly and Individually

If two or more persons are named as Tenant or Guarantor, any covenant or agreement made by or on behalf of the Tenant or the Guarantor binds them jointly and each of them individually.

1.5 Statutes and Regulations

References to statutes, regulations, ordinances or by-laws include all statutes, regulations, ordinances or by-laws amending, consolidating or replacing them.

1.6 Covenants

Every obligation undertaken by a party to this Lease will be deemed to be and be construed as a covenant by that person.

1.7 Severability

- (1) As far as possible all provisions of this Lease will be construed so as not to be invalid, illegal or unenforceable in any respect.
- (2) If any provision on its true interpretation is illegal, invalid or unenforceable, that provision will, as far as possible, be read down to the extent necessary to ensure that it is not illegal, invalid or unenforceable and so as to give it a valid operation of a partial character.
- (3) If any provision or part of it cannot be read down, that provision or part will be deemed to be void and severable and the remaining provisions of this Lease will not be affected or impaired.

1.8 Whole Agreement

- (1) The terms contained in this Lease comprise the whole agreement between the Landlord and the Tenant.
- (2) No further terms will be implied or arise between the Landlord and the Tenant under any collateral or other agreement made on or prior to execution of this Lease.

1.9 Headings

- (1) Headings and the table of contents to this Lease have been inserted for guidance only and will not affect the construction of this Lease.
- (2) References to clauses, schedules and annexures will be construed as references to clauses of and schedules and annexures to this Lease.

1.10 Organisations

- (1) If any organisation has ceased to exist, reference to that organisation will be deemed to be reference to an organisation having substantially the same objects as the original organisation.
- (2) Reference to the president of an organisation will, in the absence of a president, be read as reference to the senior officer for the time being of the organisation or any other person fulfilling the duties of president.

[Handwritten signatures]
P. MacRae

1.11 Areas and Measurement

- (1) In this clause "method of measurement" means:
 - (a) the relevant method for the measurement of buildings utilised by the Building Owners and Managers Association of Australia Limited; or
 - (b) if there is no relevant method, the method or criteria which the Landlord selects as the most appropriate.
- (2) Unless the context otherwise requires, where any area of the Premises or the Building is to be calculated or measured for the purposes of this Lease, those calculations and measurements will be in accordance with the method of measurement.

1.12 Landlord's Consent

Unless otherwise stated, if the Landlord's consent or approval is required it:

- (1) may be granted or withheld at the Landlord's discretion; and
- (2) will not be effective unless in writing.

1.13 Written Notices

If a provision of this Lease requires a notice to be given by a party, it must be in writing unless the provision states that it may be given orally.

2. Exclusion of Statutory Provisions

2.1 Statutory Provisions Excluded

To the extent permitted by Law:

- (1) the covenants, powers and provisions (if any) implied in leases by virtue of any Law are expressly excluded; and
- (2) the application to this Lease of any Law having the effect of extending the Term, reducing or postponing the payment of Rent or otherwise affecting the operation of any of the covenants, terms and conditions of this Lease is excluded and negated.

3. Term and Holding Over

3.1 Term

The Landlord leases to the Tenant and the Tenant takes a lease of the Premises for the Term commencing on the Commencement Date and terminating on the Termination Date subject to the provisions of this Lease.

Kempster *JK*
JK *R. Macrae*

- 7 -

- (1) "index number" means the Consumer Price Index (All Groups) for Sydney published from time to time by the Australian Statistician; if the Australian Statistician updates the reference base of the index number, the index number will be appropriately adjusted so as to preserve the intended continuity of calculation by using the appropriate arithmetical factor determined by the Australian Statistician;
- (2) "index review date" means each of the dates (if any) stated in Item 8(a) of the Reference Schedule;
- (3) "market review date" means each of the dates (if any) stated in Item 8(b) of the Reference Schedule;
- (4) "quarter" means a 3 month period; and
- (5) "review date" means an index review date or a market review date as the case requires.

4.3 Annual Rent Review; Consumer Price Index

If Item 8(a) of the Reference Schedule has been completed by inserting index review dates, the following provisions will apply to the review of the Rent.

(1) Review

The Rent will be reviewed on each index review date to an amount being the greater of the follows:

- (a) the Rent at the index review date increased by 5%; or
- (b) an amount represented by A in the following formula:

$$A = \frac{B}{C} \times D$$

Where B = the index number released for the quarter ending immediately prior to the relevant index review date;

C = the index number released for the quarter ending immediately prior to the later of the Commencement Date or the date when the Rent was last reviewed; and

D = the Rent payable immediately prior to the index review date.

(2) Suspension of Consumer Price Index Etc.

- (a) If the Consumer Price Index (All Groups) for Sydney is suspended or discontinued, the words "index number" will mean the price index substituted by the Australian Statistician.
- (b) If no price index is substituted, the words "index number" will mean an index which the parties agree most closely reflects changes in the cost of living.
- (c) If the parties cannot agree on a substitute index, the president of the Australian Institute, at the request of either party, may appoint an

Kempster *AL* *W* *R. Madhoo*

- 8 -

expert to determine a substitute index which most closely reflects changes in the cost of living and the words "index number" will mean that index.

(3) Alternative Method of Review

If the Consumer Price Index (All Groups) for Sydney is suspended or discontinued and the expert appointed under clause 4.3(2) is unable to determine a substitute index within 40 days of being appointed, the method of adjustment of Rent in relation to an index number will cease and the Rent will be increased by 8% per annum on each index review date.

4.4 Market Rent Review

If Item 8(b) of the Reference Schedule has been completed by inserting market review dates, the Rent will be reviewed on each market review date to an amount determined in accordance with the following procedure.

(1) Landlord's Notice

The Landlord may vary the Rent to an amount which it considers to be the market rent for the Premises by notice to the Tenant ("Landlord's notice") at any time within 3 months before and 6 months after a market review date.

(2) Tenant's Notice

(a) Within 21 days after service of the Landlord's notice, the Tenant may serve on the Landlord a notice ("Tenant's notice") disputing the amount stated in the Landlord's notice, stating the amount which the Tenant considers to be the market rent for the Premises, and requiring the market rent to be determined under clause 4.4.

(b) If the Tenant fails to give the Tenant's notice within 21 days then the Rent payable until the next market review date will be the amount set out in the Landlord's notice.

(3) Negotiations

Within 14 days of service of the Tenant's notice or such further time as they may agree upon in writing, the Landlord and the Tenant or their representatives will meet and attempt to resolve their dispute as to the market rent payable for the Premises at the market review date.

(4) Valuer to Settle if Dispute

(a) If the Landlord and the Tenant have not agreed on the market rent for the Premises within 21 days after service of the Tenant's notice, the dispute must be referred for determination by a Valuer to be nominated by the president of the Australian Institute at the request of either the Landlord or the Tenant.

(b) The appointed Valuer will make a determination of the market rent as at the particular market review date acting as an expert and not as an arbitrator.

Kelly Jones *R. MacRae* *R. MacRae*

- 9 -

- (c) The Valuer must make a written determination containing reasons as soon as reasonably possible after the date of his appointment.
- (d) The Valuer's determination will be final and binding on the Landlord and the Tenant.
- (e) The Valuer's Cost will be paid by the Landlord and the Tenant equally. Either party may pay the Valuer's Costs and recover one half of the amount paid from the other party.

(5) Valuer to Give Notice of Acceptance of Appointment

A Valuer is not to act as an expert under this clause until he has given written notice of acceptance of his appointment to the Landlord and the Tenant.

(6) Landlord's and Tenant's Submissions

- (a) A Valuer who accepts appointment under this clause may confer with the Landlord or the Tenant and may require either party to supply information which the Valuer considers relevant to the determination.
- (b) Any request for information must be complied with promptly in writing by the party to whom it is directed, who will make a copy of that information available to the other party.
- (c) Either party may supply the Valuer with other information which it considers relevant and, if it does so, must make a copy of that information available to the other party.
- (d) Information may be provided on a confidential basis and, if so, the party receiving it and the Valuer will treat the information as confidential and will not use that information other than for the purposes of this clause.

(7) Written Submissions

- (a) The Landlord and the Tenant may make written submissions to the Valuer in relation to the market rent within 30 days of receipt of written notice of the Valuer's acceptance of his appointment. A party making a written submission must at the same time make a copy of it available to the other party.
- (b) The Valuer must not determine the market rent until the expiration of that period of 30 days.

(8) Valuer's Criteria

- (a) In determining the market rent as at a market review date the Valuer may take into account any matters he considers relevant including taking into account or disregarding any written submissions received from the Landlord or the Tenant but in making his determination under this Lease the Valuer must:
 - (i) disregard:

Kendrick *R.* *P. Mackay*

- 10 -

- (A) any goodwill attributable to the Premises by reason of the trade, business or activity carried on by the Tenant and the value of the Tenant's Fittings;
 - (B) any state of disrepair of the Premises if that condition results from any work carried out or not carried out on the Premises by the Tenant or from the Tenant's breach of any provision of this Lease;
 - (C) any money received under any sublease, subtenancy agreement or occupational arrangement in respect of the Premises which has not been approved by the Landlord;
 - (D) any inducement provided or to be provided to the Tenant in connection with the granting of this Lease;
 - (E) any inducement then being provided or to be provided to any other tenant in relation to the taking of a lease of any other premises; and
 - (F) anything (including part of a submission received from the Landlord or the Tenant) which is not consistent with the matters to be disregarded or taken into account under clause 4.4(8); and
- (ii) take into account the following matters or, where the context requires, make the following assumptions:
- (A) the provisions of this Lease;
 - (B) the Term and any option for renewal (disregarding the elapsed part of the Term);
 - (C) the rent and operating expenses paid or payable in respect of other premises of a quality, nature, size and location similar to the Premises;
 - (D) the use permitted by the relevant Laws and the provisions of this Lease;
 - (E) assume that the Tenant has observed and performed all of the provisions of this Lease; and
 - (F) assume that it is the Landlord's and the Tenant's express requirement that no reduction or adjustment will be made to the market rent on account of any inducement provided or to be provided to the Tenant to secure it as a tenant of the Premises or to any other tenant in relation to the taking of a lease of any other premises whether or not those premises are comparable with the Premises.
- (b) The term "inducement" means any inducement or incentive provided by the Landlord in respect of the Tenant's entry into this Lease and includes any payment, transfer of property, fit-out of premises or

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[Handwritten signature]

[Handwritten signature]

(2) **water, waste etc.**

Costs for sewerage, water usage, supply of water and removal of waste and other garbage from the Building, the Premises and the Land;

(3) **insurances**

amounts payable for insurances effected by the Landlord relating to the Building, its use and occupancy including, without limitation, insurance against fire and other usual risks on a replacement basis, public risk and plate glass insurance, workers' compensation insurance and loss of rents insurance;

(4) **repairs and maintenance**

Costs of repairs or maintenance of the Building (excluding maintenance of a structural nature and major repairs and renovations) including Cost of operating, supplying, maintaining and repairing the Services and the plant and equipment required for those Services;

(5) **light, fuel and power**

Costs incurred in providing lighting, fuel and power to the Building, the Common Areas and the Services not payable by specific tenants;

(6) **pest control**

Costs for the control of pest, vermin, insect or other similar infestation;

(7) **loading docks**

Costs of running the loading docks, storage areas, public toilets and any similar facilities provided by the Landlord;

(8) **plants**

Costs of purchasing, hiring, maintaining and servicing any indoor plants, gardens, lawns, potted shrubs, planted areas, fountains, artificial watercourses and associated facilities in or about the Common Areas or adjacent areas;

(9) **management**

a management fee to cover the Landlord's Cost of having the Building managed by the Managing Agent, as agreed between the Landlord and the Managing Agent, and any other Cost relating to the management and promotion of the Building; *provided that such fee shall not exceed the fee for such management recommended by the R.E.S. or R.E.I. from time to time*

(10) **materials**

Costs of materials used by the Landlord in maintaining and servicing the Landlord's Fixtures and the Services;

(11) **cleaning**

Costs of cleaning the Premises and all other parts of the Building including general cleaning, window cleaning, annual carpet shampooing and the provision of toilet supplies but excluding any cost which are payable

*Please
initial*

*X W. Key
R.M.*

*Key
R. Mackay*

- 13 -

independently by any tenant or occupier in relation to any particular tenancy or area occupied;

(12) **security and caretaking**

Costs of providing and maintaining security and caretaking services;

(13) **air conditioning**

Costs of repairing, maintaining, servicing and running the Air Conditioning Equipment excluding cost payable separately by any tenant or occupier in relation to particular areas occupied; and

(14) **general expenditure**

Costs properly incurred by the Landlord in the management, operation, control and maintenance of the Building, the Common Areas or the Land excluding expenditure related to items of a capital nature and commission or fees payable to any letting agent for the leasing of any part of the Building and any cost payable by Tenants separately under clauses 17.2 and 17.3 of this Lease.

5.3 Tenant's Proportion of Operating Expenses

- (1) The term "Tenant's proportion of the operating expenses" means that proportion which the net rentable area of the Premises bears to the net rentable area of the Building at the date of furnishing the statement under clause 5.6.
- (2) At the Commencement Date, the Tenant's proportion of the operating expenses is the percentage stated in Item 10 of the Reference Schedule.

5.4 Allocation of Operating Expenses

- (1) The Landlord may allocate to particular tenants, including the Tenant, operating expenses identifiable as incurred in respect of those tenants and exclude those operating expenses from the operating expenses for which all tenants are liable.
- (2) Where any operating expenses are not co-extensive with an operating expenses year, they will be deemed to accrue and be apportioned from day to day.

5.5 Variations in Tenant's Proportion

- (1) If the Landlord alters the net rentable area of the Building, the Landlord will be entitled to recalculate the Tenant's proportion in good faith on the same basis as the Tenant's proportion was calculated prior to the Commencement Date but taking into account any increased or reduced net rentable area of the Building.
- (2) Each recalculation will be binding from the date the Landlord notifies the Tenant of the recalculation.

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- 14 -

5.6 Statement of Operating Expenses

- (1) The Landlord may determine the operating expenses payable by the Tenant in respect of each operating expenses year or any broken period.
- (2) As soon as practicable after the expiration of each operating expenses year, the Landlord will furnish an itemised statement to the Tenant containing particulars of the operating expenses payable by the Tenant.
- (3) Unless either party notifies the other of a manifest error in the notice within 30 days of service, the statement will be conclusive.

5.7 Payment by the Tenant of Operating Expenses

The Tenant must pay to the Landlord the Tenant's proportion of the operating expenses within 30 days after service of the statement referred to in clause 5.6.

5.8 Payment by Tenant on Account of Operating Expenses

- (1) Regardless of the provisions of clause 5.7, the Landlord may notify the Tenant of the Landlord's estimate of the operating expenses payable by the Tenant for any period not exceeding 1 year in advance of the estimate.
- (2) During that period the Tenant will pay to the Landlord the amount of the estimate by equal monthly instalments in advance on the same days and in the same manner as the Tenant is required to pay Rent.
- (3) Following a review of operating expenses, any necessary adjustment between the estimated and actual operating expenses payable by the Tenant will be made.
- (4) Any refund or further payment will be made by the relevant party.

6. Damage and Destruction

6.1 Abatement

- (1) If the Building or the Premises are damaged or destroyed so as to render any part of the Premises wholly or substantially:
 - (a) unfit for occupation and use by the Tenant; or
 - (b) inaccessible having regard to the nature and location of the Premises and the normal means of access to them;then:
 - (c) the Rent;
 - (d) any other money payable by the Tenant; and
 - (e) the covenant to repair and maintain;

will abate according to the nature and extent of the damage or destruction sustained.

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- 15 -

(2) The remedies for:

- (a) recovery of the Rent and any other money or a proportionate part falling due after the damage or destruction; or
- (b) enforcement of the covenant to repair and maintain;

will be suspended (or partially suspended as the circumstances require) until the Building and/or Premises are:

- (c) made fit for the Tenant's occupation and use;
- (d) made accessible; or
- (e) this Lease is terminated.

6.2 Termination

- (1) If either party considers the damage to the Premises renders it impractical or undesirable to restore the Premises or make them fit for the Tenant's occupation and use or renders them inaccessible to the Tenant, that party may terminate this Lease by giving not less than 1 month's notice to the other.
- (2) At the expiration of that notice this Lease will terminate.

6.3 Antecedent Rights

No liability will attach to either party because of termination of this Lease under clause 6.2 but that termination will be without prejudice to the rights of either party for any antecedent breach or non-observance of any provision of this Lease.

6.4 Dispute Resolution

- (1) Any dispute arising under this clause 6 will be determined by a member of the Australian Institute appointed by the president at the request of either the Landlord or the Tenant.
- (2) In making his determination, the appointed member will act as an expert and not as an arbitrator and his determination will be final and binding on both parties.
- (3) The Cost of the determination will be paid by both parties equally unless otherwise decided by the member of the Australian Institute.

6.5 Refusal of Indemnity

The provisions of clause 6.1 will not operate and clause 6.2 will not afford the Tenant a right to terminate this Lease if an insurer under any policy effected by the Landlord under clause 5.2(3) refuses indemnity because of any act, default, neglect, misconduct or omission of the Tenant.

6.6 Proceeds of Insurance

If the Premises are damaged or destroyed and the Lease is terminated under clause 6.2, the Tenant will have no interest in the insurance proceeds.

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7. Use of the Premises

7.1 Permitted Use

The Tenant must not use, occupy or permit the Premises to be used or occupied for any purpose other than as stated in Item 11 of the Reference Schedule.

7.2 Restrictions on Use

The Tenant will:

- (1) conduct the Tenant's business in the Premises as permitted under this Lease;
- (2) not use the Premises as a residence;
- (3) not keep any animals or birds in the Premises;
- (4) at its expense, keep the Premises free and clean of pests, insects and vermin and in default the Landlord will be entitled to employ pest exterminators to carry out any pest extermination at the Tenant's expense;
- (5) not carry on or permit any noxious or offensive act, trade, business, occupation or calling to be carried on in the Premises;
- (6) not cause annoyance, nuisance, grievance, damage or disturbance to other tenants or occupiers of the Building or adjacent premises;
- (7) not hold or permit any auction, bankrupt or fire sale to be held on the Premises;
- (8) not make any disturbing or irritating noises or install or use any appliance, engine or machine which causes or may be likely to cause noise or vibration in the Building; and
- (9) not prepare or cook food except in areas provided and approved by the Landlord for that purpose.

7.3 No Warranty as to Use

- (1) The Landlord gives no warranty as to the suitability of the Premises for any purpose or the use to which the Premises may be put.
- (2) The Tenant will:
 - (a) be deemed to have accepted this Lease with full knowledge of and subject to any prohibitions or restrictions on the use of the Premises under any Law or Requirement;
 - (b) at its expense, comply with all Laws and obtain and comply with the consents or approvals of any authority which may be necessary or appropriate for the Tenant's business; and
 - (c) not by any act or omission cause or permit any consent or approval referred to in clause 7.3(2)(b) to lapse or be revoked.

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7.4 Compliance with Laws and Requirements

- (1) At its expense, the Tenant must comply with and observe any Law or Requirement concerning:
 - (a) the Premises or any of the Tenant's Fittings; and
 - (b) the Tenant's particular use or occupation of the Premises including any which arise as a result of the sex or number of persons in the Premises;whether or not the Law or Requirement is addressed to, or required to be complied with by either the Landlord or the Tenant or both or by any other person.
- (2) If any Law or Requirement is notified to or served upon the Tenant, it must promptly provide a complete copy to the Landlord.
- (3) If it is lawful to do so, before complying with any Law or Requirement under clause 7.4(1) the Tenant must obtain the Landlord's consent.

7.5 Landlord's Rights if Tenant Falls to Comply

The Landlord may:

- (1) without prejudice to any of its other rights in respect of non-compliance, elect to comply (wholly or partially) with any Law or Requirement under clause 7.4 at the Tenant's expense; and
- (2) if it exercises any rights under clause 7.5(1), elect to have the balance of any Law or Requirement complied with by the Tenant.

7.6 Structural Alterations

- (1) The Tenant will not be required under clauses 7.3, 7.4 and 7.5 to effect or pay for structural alterations or additions except those caused by, contributed to or arising from:
 - (a) the nature of its business;
 - (2) the number or sex of the persons comprising the Tenant or the Tenant's Employees; or
 - (3) any deliberate or negligent act or omission by the Tenant or the Tenant's Employees.
- (4) Subject to clause 7.6(1), upon demand the Tenant must pay to the Landlord all reasonable cost incurred by the Landlord in complying with any Law or Requirement under clauses 7.3, 7.4 and 7.5.

7.7 Exterior Signs

- (1) The Tenant must not erect, paint, write or attach any sign upon any part of the Premises, the Building or the Land without the Landlord's prior consent.

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- 18 -

- (2) Any sign erected, painted, written or attached upon any part of the Premises, the Building or the Land without the Landlord's prior consent may be taken away by the Landlord without notice at the Tenant's expense.
- (3) If any sign is erected, painted, written or attached upon any part of the Premises, the Building or the Land, on termination it must be removed and taken away by the Tenant and the Premises, the Building or the Land returned to their original condition at the Tenant's expense.

7.8 Overloading

- (1) The Landlord may prescribe the weight and position of any heavy article in the Premises.
- (2) Damage to any part of the Building or the Land caused by moving any heavy article will be repaired by the Tenant or, if the Landlord elects, by the Landlord at the Tenant's expense.
- (3) Within 7 days of the Landlord notifying the Tenant of the amount expended by the Landlord, the Tenant will pay that sum to the Landlord.
- (4) The Tenant must not install any equipment in the Premises that may overload any Services.
- (5) If the Landlord upgrades the Services to accommodate any equipment which the Tenant wishes to install, the Tenant will pay to the Landlord the Cost of any alterations.
- (6) The Landlord may require the Tenant to pay the estimated Cost of the alterations to the Landlord before the alterations are commenced.

7.9 Drains and Waste Pipes

- (1) The Tenant must not use any Landlord's Fixture other than for its intended purpose nor place in it any substance which it was not designed to receive.
- (2) The Tenant will pay to the Landlord the Cost of repairing any damage to the Landlord's Fixtures arising from misuse by the Tenant or the Tenant's Employees.

7.10 Antennae, Radios Etc.

The Tenant will not:

- (1) affix any television or radio mast, antennae, satellite dish or similar device to any part of the Building; or
- (2) use or operate any sound or picture producing equipment in the Premises which may cause irritation to other persons.

7.11 Rubbish Accumulation

The Tenant must not:

- (1) throw anything out of the Premises, down any lift shafts or into any passages or Common Areas;

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- (2) deposit waste paper, unwanted or useless articles or rubbish anywhere except in proper receptacles; or
- (3) place anything on any external windowsill or ledge.

7.12 For Sale Signs Etc.

The Landlord may:

- (1) place advertisements and signs on any part of the Premises it reasonably considers appropriate if the Premises are for sale or lease; and
- (2) show any interested persons through the Premises after giving the Tenant reasonable prior notice.

7.13 Use of Common Areas

- (1) In common with other persons authorised by the Landlord, the Tenant and the Tenant's Employees may use the Common Areas for the purposes for which they were designed or intended.
- (2) The Tenant will comply with all reasonable directions given to it by the Landlord relating to conduct in the Common Areas.
- (3) The Tenant will not interfere with or impede other persons using the Common Areas nor will it permit any of the Tenant's Employees to do so.

7.14 Emergency Evacuation Procedure and Drills

The Tenant must:

- (1) comply with all of the Landlord's requirements in relation to participation in emergency evacuation procedures and drills and ensure that the Tenant's Employees also participate in the procedures and drills; and
- (2) not make or permit any of the Tenant's Employees to make any Claim against the Landlord in connection with anything covered by this clause 7.14 and the Tenant indemnifies the Landlord against any Claim arising from the emergency evacuation procedures or drills.

7.15 Thermal or Fire Detectors

If any thermal or fire detectors are required to be installed in the Premises by any Law or Requirement because of the Tenant's use of the Premises, they will be installed at the Tenant's expense.

8. Assignment and Subletting

8.1 No Assignment Etc.

The Tenant will not assign, transfer, mortgage, charge or otherwise deal with its interest in the Premises or demise, sublet, part with possession of or grant any licence affecting the Premises.

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8.2 Assignment and Subletting Permitted

- (1) The Landlord will not withhold its consent to the assignment or subletting of the Premises if the Tenant first makes an application to the Landlord for consent and the following provisions have been observed by the Tenant:
 - (a) the Tenant is not in default under this Lease other than a default which has been waived by the Landlord;
 - (b) the Tenant proves to the Landlord's reasonable satisfaction that the incoming tenant is a respectable, responsible and solvent person capable of adequately carrying on the business permitted under this Lease;
 - (c) if the incoming tenant is a company other than a company whose shares are listed on an Australian stock exchange, the incoming tenant's obligations are guaranteed in a form acceptable to the Landlord;
 - (d) the Tenant obtains, at its expense, from the incoming tenant and any incoming guarantor an executed deed, in a form reasonably required by the Landlord, requiring the incoming tenant and incoming guarantor to perform and observe the Tenant's obligations under this Lease;
 - (e) in the case of a sublease, the Tenant proves to the Landlord's satisfaction that the incoming subtenant is obliged to pay a rent at least equal to the Tenant's Rent;
 - (f) the Tenant pays the Landlord's reasonable cost of giving its consent, whether or not the proposed assignment or sublease proceeds to completion; and
 - (g) the incoming tenant pays or gives to the Landlord a security deposit or bank guarantee of an amount determined by the Landlord (not in excess of 3 months' Rent) as security for the observance and performance of the Tenant's obligations.

8.3 Change in Ownership of Shares in Company

- (1) If the Tenant is a company, any change in the persons who beneficially own or control a majority of the company's voting shares at the date of this Lease except for the purposes of reconstruction or reorganisation will constitute an assignment of this Lease.
- (2) The Tenant will be in breach of clause 8.1 unless the Tenant obtains the Landlord's prior consent to the change in shareholding.
- (3) The consent will not be withheld in the following circumstances:
 - (a) the Tenant is not in default under this Lease other than a default which has been waived by the Landlord;
 - (b) the Tenant proves to the Landlord's reasonable satisfaction that any shareholder or director of the Tenant who was not a shareholder or director prior to the change in shareholding is a respectable,

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- 21 -

responsible and solvent person capable of adequately carrying on the business permitted under this Lease;

- (c) the Tenant obtains, at its expense, a guarantee from any new shareholder or director, in a form acceptable to the Landlord, guaranteeing the Tenant's obligations; and
 - (d) the Tenant pays the Landlord's reasonable cost of giving its consent whether or not the proposed change in shareholding proceeds to completion.
- (4) This clause will not apply if the Tenant is a corporation whose voting shares are listed on an Australian stock exchange or if at least 80% of its voting shares are owned by another company whose voting shares are so listed.

8.4 Charges Over Tenant's Fittings

- (1) Without the Landlord's prior consent, the Tenant will not mortgage, charge, lease or deal with any Tenant's Fittings if that requires or may require the Landlord to sign a waiver or similar document.
- (2) The consent will not be unreasonably withheld if:
 - (a) the Tenant wishes to enter into a mortgage, charge or lease in good faith as a means of financing the Tenant's Fittings; and
 - (b) the waiver is in a form acceptable to the Landlord and the Tenant pays the Landlord's reasonable cost in relation to it.

9. Utilities

9.1 Source of Light and Power

The Tenant will only use light, power or heat generated by electrical current or gas supplied through meters except in the case of failure of supply when the Tenant may use other sources of energy except a naked flame.

9.2 No Alterations to Electrical Installations

- (1) The Tenant will not make any alterations or additions to the electrical installations or wiring in the Premises without the Landlord's prior consent.
- (2) The Tenant will not install any electrical equipment which overloads the cables, switchboards or sub-boards through which electricity is conveyed to the Premises.

9.3 Charges for Utilities

By the due date the Tenant will pay:

- (1) charges for electricity, gas and water consumed in the Premises;
- (2) charges for any telephone service connected to the Premises; and

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- (3) other charges and impositions imposed by any public authority for the supply of any other Services to the Premises.

9.4 Heating or Cooling Devices

The Tenant will not use or install any heating or cooling device or machine which in the Landlord's opinion may interfere with the efficient running of the Air Conditioning Equipment or increase its running costs.

9.5 Access to Equipment

The Tenant will not interfere with or obstruct access to the Air Conditioning Equipment or fire alarm or prevention system installed in the Premises.

10. Maintenance and Repair

10.1 Repair of Premises

- (1) The Tenant must keep the Premises, the Tenant's Fittings and the Landlord's Fixtures in good repair and condition except for:
 - (a) fair wear and tear; and
 - (b) damage covered by insurances taken out by the Landlord in respect of the Building.
- (2) The exception in clause 10.1(b) will not apply if insurance money is irrecoverable through the act, default, neglect, omission or misconduct of the Tenant or the Tenant's Employees.
- (3) Nothing in clause 10.1(1) imposes any obligation on the Tenant in respect of any major structural maintenance, replacement, renovation or repair unless required because of:
 - (a) the act, omission, neglect, default or misconduct of the Tenant or the Tenant's Employees;
 - (b) the Tenant's use of the Premises; or
 - (c) other provisions of this Lease.

10.2 Cleaning, Maintenance and Breakages

The Tenant will:

- (1) subject to clause 10.3 keep the Premises thoroughly clean and tidy;
- (2) keep the Premises free from dirt and rubbish, store all trade waste, shop refuse and garbage in proper receptacles and arrange for its regular removal from the Premises;
- (3) keep the Tenant's Fittings clean and maintained in good order and condition; and
- (4) immediately repair or replace:

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- 23 -

- (a) broken glass with glass of the same or similar quality;
- (b) damaged or inoperative electric light bulbs, globes, tubes and other means of illumination and light switches and power points which may become damaged or fail to operate; and
- (c) Landlord's Fixtures which are broken or damaged by the Tenant or the Tenant's Employees.

10.3 Cleaning Services

- (1) The Landlord will use its best endeavours to provide a satisfactory cleaning and waste removal service for the Premises, the Common Areas and other parts of the Building.
- (2) The Landlord will provide hand drying facilities and other toilet requisites in the toilets and washrooms.
- (3) The Tenant will only use the cleaning service provided by the Landlord.
- (4) Cleaning service employees will have access to the Premises during hours notified by the Landlord to the Tenant, including normal office hours, for the purpose of window cleaning and outside normal office hours for the purpose of other cleaning.
- (5) The Landlord will not be responsible to the Tenant for damage to the Premises or loss or damage to property in the Premises caused by the Landlord, its employees or contractors arising out of the Landlord's obligations under clause 10.3.

10.4 Landlord's Right to Inspect and Repair

- (1) Except in the case of emergency (when no notice will be required) after giving the Tenant prior reasonable notice, the Landlord and its agents may enter the Premises and view their condition.
- (2) The Landlord may serve a notice on the Tenant requiring it to repair any defect, the repair of which is the Tenant's obligation, within a reasonable time.
- (3) If the Tenant does not make the repairs to the Landlord's satisfaction, the Landlord and its agents may enter any part of the Premises and make the repairs at the Tenant's expense.
- (4) In exercising its powers under clause 10.4, the Landlord will endeavour to cause as little inconvenience to the Tenant as is practicable in the circumstances.

10.5 Landlord May Enter

- (1) The Landlord may enter the Premises with workmen and other authorised persons and necessary materials and appliances to:
 - (a) comply with any Law or Requirement involving the destruction of noxious animals, rodents or other pests;

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- 24 -

- (b) carry out any repairs, alterations, renovations, extensions or works;
 - (c) exercise the Landlord's rights; or
 - (d) provide any Services to the Tenant or other tenants of the Building.
- (2) In carrying out work under clause 10.5 the Landlord will endeavour to cause as little inconvenience to the Tenant as is practicable in the circumstances.

10.6 Notice of Damage or Defect in Services

The Tenant will promptly give the Landlord notice of:

- (1) any damage to, defect or disrepair in the Services or the Landlord's Fixtures; and
- (2) any circumstances likely to cause any danger risk or hazard to the Premises, the Building or any person.

11. Redecoration and Restoration

11.1 Definition of Redecorate

The term "redecorate" includes:

- (1) washing down the interior of the Premises and the Tenant's Fittings; and
- (2) treatment as previously treated of all internal surfaces of the Premises to a specification previously approved by the Landlord;

but does not include replacing carpet or curtains unless they have been damaged by the act, neglect, default or omission of the Tenant or any of the Tenant's Employees.

11.2 Tenant to Redecorate

The Tenant will redecorate the Premises to reasonable standards determined by the Landlord prior to the Tenant vacating the Premises or prior to the expiration of each period of 3 years calculated from the Commencement Date, whichever event occurs first.

11.3 Landlord Approval Required

- (1) The Tenant must obtain the Landlord's approval prior to carrying out any redecoration.
- (2) The Landlord may specify the type and colour of paint, material and treatment to be used in connection with the redecoration.

11.4 Failure to Redecorate

- (1) If the Tenant fails to redecorate the Premises prior to vacating them, the Landlord may redecorate the Premises at the Tenant's expense.
- (2) The Landlord will be entitled to recover from the Tenant:

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- 25 -

- (a) the Cost of redecoration; and
 - (b) if the Landlord redecorates the Premises as soon as practicable after the Tenant vacates, a sum equal to the Rent and any other money being paid by the Tenant at the time it vacated the Premises calculated from the date it vacated the Premises to the date the Landlord completes the redecoration.
- (3) The Tenant will pay interest at the Default Rate on any money payable by the Tenant under clause 11.4.

11.5 Disputes

- (1) Any disagreement between the Landlord and the Tenant concerning the standards to which the Premises are to be redecorated will be referred to an independent architect nominated by the president of the Royal Australian Institute of Architects at the request of either party.
- (2) The nominated architect will determine the disagreement as an expert and not as an arbitrator and his decision will be final and binding on the Landlord and the Tenant.
- (3) The cost of the nominated architect will be paid equally by the Landlord and the Tenant.

11.6 Materials

- (1) If the Tenant is required to redecorate the Premises, remove any partitions, fittings or fixtures, replace or repair any carpet or do any other work, the Tenant will at its expense restore the Premises to a new condition regardless of their condition at the commencement of the Tenant's occupation.
- (2) For the purposes of clause 11.6(1), "new condition" means replacing with new parts any parts of the Premises which have been lost, are missing or, in the Landlord's reasonable opinion, have been damaged and need to be replaced.

12. Alterations

12.1 Alterations and Additions

- (1) The Tenant will not alter or add to the Premises, install or alter any partitions or install any heavy article likely to disturb the efficient operation of the Services without the Landlord's prior consent.
- (2) The Tenant must submit plans and specifications of the proposed alteration, addition or installation for the Landlord's consent.
- (3) As a condition of its approval the Landlord may require:
 - (a) the Tenant to engage the services of consultants approved by the Landlord to ensure that alterations and additions are in sympathy with the Building if the Tenant wishes to make structural alterations or additions to the Premises;

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- 26 -

- (b) the Tenant to use only the drawings, plans and specifications prepared by those consultants after first having them approved by the Landlord's consultants;
 - (c) the Tenant to pay the Landlord's cost of the Landlord's consultants approving the plans and specifications referred to in clause 12.1(3)(a) and, if the Landlord pays those Costs, it may recover them from the Tenant as a debt;
 - (d) any proposed work to be supervised by a person nominated by the Landlord and the cost of supervision will be paid by the Tenant;
 - (e) any proposed work to be carried out by contractors or tradesmen approved by the Landlord;
 - (f) the Tenant to obtain, at its expense, from any competent authority all approvals or permits necessary to enable the proposed work to be lawfully executed and, if requested by the Landlord, the Tenant must produce a copy of any approval and permit; and
 - (g) the Tenant to reimburse the Landlord for cost incurred by it as a result of the installation, operation or removal of any equipment, fixture, fitting or machinery.
- (4) The Tenant must promptly provide the Landlord with a complete set of "as-built" drawings and commissioning data for the work carried out under this clause 12.1.

12.2 Installation of Equipment Etc.

Without the Landlord's prior consent, the Tenant must not:

- (1) install any water, gas or electrical fixtures, equipment or appliances or any apparatus for air conditioning, heating, cooling, ventilating or illuminating the Premises; or
- (2) mark, paint, drill, deface or damage any part of the Premises.

12.3 Partitions

- (1) Prior to the Tenant installing or using any partitions in the Premises, the Tenant must submit to the Landlord for approval:
 - (a) a copy of the plans and specifications for the proposed work which must comply with Laws and Requirements and be previously approved by the relevant authorities; and
 - (b) details of the type, quality, colour and size of the partitions.
- (2) The partitions must be installed:
 - (a) by a contractor approved by the Landlord under the supervision of the Landlord or its agent; and
 - (b) at the Tenant's expense including the cost of alterations or additions to the Services, the Premises or the Building.

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- (3) The partitions remain the Tenant's property and the Tenant will maintain and insure them.

12.4 Reinstatement

- (1) If the Tenant breaches clauses 12.1, 12.2 or 12.3, the Landlord may give the Tenant a notice requiring it to reinstate the Premises to their former condition.
- (2) If the Tenant fails to comply with the notice, the Landlord may undertake the necessary work and the Landlord's cost of doing the work will be recoverable from the Tenant.

13. Insurances and Indemnities

13.1 Public Risk and Plate Glass Insurance

The Tenant will keep current:

- (1) an adequate and reasonable public risk insurance policy for the sum stated in Item 12 of the Reference Schedule or a greater sum as may be reasonably nominated by the Landlord from time to time; and
- (2) an adequate insurance policy covering any windows, doors, plate glass and display showcases forming part of or in the Premises for the full insurable reinstatement Cost.

13.2 Workers' Compensation Insurance

The Tenant will maintain workers' compensation insurance (including cover for unlimited common law liability) for:

- (1) the Tenant's Employees and persons who could assert a Claim for death or bodily injury against the Landlord; and
- (2) the sum approved by the Landlord whose approval shall not be unreasonably withheld.

13.3 Landlord May Insure

- (1) If the Tenant fails to maintain the insurances required by this clause 13, the Landlord may effect and maintain those insurances.
- (2) The Landlord's Cost in doing so will be paid by the Tenant.

13.4 Tenant's Insurances

The Tenant will ensure that all policies of insurance effected or required to be effected by the Tenant under this clause 13:

- (1) are taken out with an insurer approved by the Landlord;
- (2) are for an amount, cover risks and contain conditions which are acceptable to the Landlord and its insurer;

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- 28 -

- (3) have no exclusions, endorsements or alterations unless first approved by the Landlord;
- (4) are taken out in the joint names of the Landlord and the Tenant for their respective rights and interests; and
- (5) the approval of the Landlord under clause 13.4 will not be unreasonably withheld.

13.5 Payment and Production of Insurance Policies

- (1) The Tenant will promptly pay all premiums and other money payable in respect of its insurances.
- (2) If requested by the Landlord, the Tenant must produce policies of insurance which the Tenant is required to effect under this clause 13 and the receipt for the latest premium payable.

13.6 Effect on the Landlord's Insurance


- (1) Without the Landlord's prior consent, the Tenant will not do or omit to do anything to or upon the Premises or the Building which may:
 - (a) increase the rate of any insurance on the Premises, the Building or any property in them;
 - (b) vitiate or render void or voidable any insurance on the Premises or any property in the Premises; or
 - (c) conflict with any Law or Requirement, the requirements of the Landlord's insurer relating to fire, fire safety or fire prevention or any insurance policy in respect of the Premises or any property in them.
- (2) The Tenant must pay to the Landlord all extra insurance cost on the Premises, the Building or the Landlord's Fixtures on account of the extra risk caused by the Tenant's use or occupation of the Premises.
- (3) The Landlord's acceptance of any extra insurance cost will not constitute a waiver of any breach of clause 13.6 by the Tenant.

13.7 Inflammable Substances

- (1) The Tenant will not store chemicals, inflammable liquids, acetylene, gas, alcohol, volatile or explosive oils, compounds or substances on the Premises except if it is necessary and proper for the Tenant's business permitted under this Lease.
- (2) Only reasonably appropriate quantities may be kept.

13.8 Exclusions of Landlord's Liability

- (1) **Tenant's Risk**
 - (a) All property in the Premises will be at the Tenant's sole risk.



- 29 -

(b) The Landlord will not be liable for any Claim by the Tenant, the Tenant's Employees or any person which may arise from:

(i) any fault in the construction or state of repair of the Building or the Landlord's Fixtures;

(ii) any defect in the Services or the Landlord's Fixtures; or

(iii) the flow, overflow, leakage, condensation or breakdown of any water, air conditioning, gas, oil or other source of energy or fuel from or in any part of the Building;

or from any other cause except as a result of the negligence of the Landlord, its employees, contractors, invitees or agents.

(2) Release

(a) The Tenant will occupy and use the Premises at the Tenant's risk.

(b) To the full extent permitted by Law, the Tenant releases the Landlord from liability for any Claim in respect of or arising from:

(i) any property in the Premises;

(ii) damage or injury to any person or property in the Premises or the Building or on the Land; or

(iii) any of the circumstances set out in clause 13.9;

unless the Claim results from the negligence of the Landlord, its employees, contractors, invitees or agents.

13.9 Indemnities

The Tenant indemnifies the Landlord against all Claims arising during or after the Term from:

(1) any cause relating to the Premises, any property or any person inside or outside the Premises occasioned or contributed to by any act, neglect or default of the Tenant or the Tenant's Employees;

(2) the negligent use or neglect of the Services and facilities in the Premises or the Landlord's Fixtures by the Tenant, the Tenant's Employees, any other person claiming by, through or under the Tenant or any trespasser while in the Premises;

(3) the overflow or leakage of water from any source including the Services or the Landlord's Fixtures;

(4) the Tenant's failure to give notice to the Landlord of any defect in the Services;

(5) any person's accidental death or damage to property caused or contributed to by the use of the Premises by the Tenant or the Tenant's Employees; and

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P. Macrae

- 30 -

- (6) plate and other glass caused or contributed to by any act or omission by the Tenant or the Tenant's Employees;

unless the Claim arises from the negligence of the Landlord, its employees, contractors, invitees or agents.

14. Landlord's Covenants

14.1 Quiet Enjoyment

If the Tenant performs and observes all its obligations under this Lease, it may use the Premises without interruption or disturbances from the Landlord or any person claiming by, through or under the Landlord.

14.2 Person Other Than Landlord Becoming Entitled to Rents Etc.

- (1) If any person other than the Landlord becomes entitled to receive the Rent, that person will have the benefit of all covenants by the Tenant under this Lease.
- (2) If required by and at the expense of the Landlord, the Tenant will enter into reasonable covenants with that other person.

14.3 Services to be Provided by Landlord

The Landlord will use reasonable endeavours to ensure that the Services are operational and functional during the times contained in the Rules.

14.4 Failure of Services

The Tenant will have no Claim against the Landlord or be entitled to terminate this Lease solely because:

- (1) the Services fail to operate;
- (2) the Landlord shuts down or removes any Services to repair, maintain or replace them or because of the provisions of any Law or Requirement; or
- (3) the Landlord closes the Building under the provisions of this Lease.

14.5 Structural Matters

The Landlord will endeavour to keep the Premises in a sound structural condition and carry out all structural repairs which are not the Tenant's obligation.

15. Default and Termination

15.1 Default

The Tenant will be in default if:

- (1) the Rent or any money payable by the Tenant is unpaid for 14 days;

K. Kulkarni *A. Kulkarni* *P. MacLachlan*

- 31 -

- (2) repairs required by any notice are not carried out by the Tenant within the time specified in the notice;
- (3) the Tenant fails to perform or observe any of its covenants or obligations under this Lease;
- (4) the Tenant assigns its property for the benefit of creditors; or
- (5) the Tenant enters into any form of liquidation, is wound up or dissolved, enters into a scheme of arrangement for creditors, is placed under official management or a receiver and/or manager of any of its assets is appointed.

15.2 Forfeiture of Lease

Subject to giving any prior demand or notice required by any Law and without prejudice to any other Claim which the Landlord has or may have against the Tenant or any other person in respect of default, if the Tenant defaults as specified in clause 15.1 the Landlord may:

- (1) re-enter and take possession of the Premises (by force if necessary) and eject the Tenant and all other persons and this Lease will terminate;
- (2) by notice to the Tenant, terminate this Lease from the date of giving the notice; and/or
- (3) by notice to the Tenant, convert the unexpired portion of the Term into a tenancy from month to month and, after the notice and until the tenancy is terminated, the Tenant will occupy the Premises as tenant from month to month.

15.3 Landlord May Rectify

Without notice to the Tenant, any cost incurred by the Landlord in remedying a default may be treated by the Landlord as a liquidated debt payable by the Tenant.

15.4 Waiver

(1) Waiver Must Be in Writing

No waiver by the Landlord will be effective unless it is in writing.

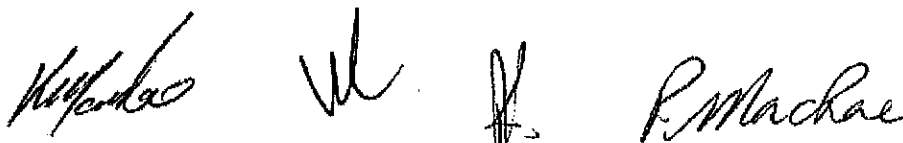
(2) No Waiver

(a) The Landlord's failure to take advantage of any default by the Tenant will not be construed as waiving the default.

(b) No custom or practice which evolves between the parties will constitute a waiver or lessen the Landlord's right to insist upon the Tenant's strict performance or observance of any provision of this Lease or to exercise any of the Landlord's other rights.

(3) Acceptance or Demand for Rent Not Waiver

Regardless of the Landlord's knowledge at the time, a demand by it for Rent or other money payable under this Lease or the subsequent acceptance of



Rent or other money will not constitute a waiver of any earlier default by the Tenant.

15.5 Tender After Termination

In the absence of any election by the Landlord, any money tendered by the Tenant after termination and accepted by the Landlord will be applied:

- (1) firstly, on account of any unpaid Rent and other money due under this Lease at the date of termination; and
- (2) secondly, on account of the Landlord's Cost of re-entry.

15.6 Interest on Overdue Money

(1) **Interest**

The Tenant will pay interest to the Landlord at the Default Rate on any Rent, Cost or other money due to the Landlord and unpaid for 14 days.

(2) **Conditions**

Interest will:

- (a) accrue from day to day;
- (b) be capitalised on the last day of each month;
- (c) be payable on the first day of each month where an amount arose in the preceding month or months; and
- (d) be computed from the date for payment of the Rent, Cost or other money until payment.

15.7 Damages for Breach

(1) **Repudiation**

(a) If the Tenant's conduct constitutes breach of an essential provision of this Lease and the Landlord elects to treat that breach as repudiation or the conduct otherwise constitutes repudiation, the Tenant will compensate the Landlord for all loss or damage suffered by reason of or arising from the repudiation.

(b) The following covenants are deemed to be essential:

- (i) to pay Rent [clause 4.1];
- (ii) to pay operating expenses [clause 5.7];
- (iii) to use the Premises for the use stated in Item 11 of the Reference Schedule [clause 7.1];
- (iv) not to assign, sublet or charge without consent [clause 8.1];

(2) **Damages for Repudiation**

K. [Signature] *[Signature]* *[Signature]* *P. Macrae*

- 33 -

Any loss or damage for the unexpired residue of the Term suffered by the Landlord as a result of the Tenant's repudiation may be recovered as damages at any time.

(3) Landlord's Entitlement to Damages

The Landlord's entitlement to recover damages from the Tenant or any other person will not be limited or affected by any of the following:

- (a) if the Tenant abandons or vacates the Premises;
- (b) if the Landlord elects to re-enter the Premises or terminate this Lease;
- (c) if the Landlord accepts the Tenant's repudiation; or
- (d) if the parties' conduct (or that of any of their servants or agents) constitutes or may constitute a surrender by operation of law.

15.8 Landlord to Mitigate Damages

- (1) If the Tenant vacates the Premises or if the Landlord accepts the Tenant's repudiation and terminates this Lease, the Landlord must take reasonable steps to mitigate its loss and endeavour to re-lease the Premises on reasonable terms.
- (2) The Landlord's entitlement to damages will be assessed on the basis that the Landlord has observed the obligation to mitigate damages.
- (3) The Landlord's conduct in mitigating its damages will not of itself constitute acceptance of the breach or repudiation or a surrender by operation of Law.

15.9 Calculation of Damages

Following repudiation by the Tenant if the Landlord terminates this Lease then, without prejudice to any other right or remedy, the Landlord may recover the difference between the aggregate of Rent and other money payable by the Tenant for the unexpired residue of the Term less any amount the Landlord obtains, or could in the Landlord's opinion reasonably be expected to obtain, by observing clause 15.8.

16. Termination of Term

16.1 Tenant to Yield Up

On termination the Tenant will deliver the Premises to the Landlord in good repair, order and condition subject to clause 10.1.

16.2 Removal of Tenant's Fittings

At or before termination, the Tenant will remove all the Tenant's Fittings from the Premises.

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16.3 Tenant Not to Cause Damage

- (1) The Tenant will not damage the Premises in the removal of the Tenant's Fittings.
- (2) If the Tenant does so, it will repair any damage and leave the Premises clean.
- (3) If the Tenant fails to do so, the Landlord may repair and clean the Premises and recover the cost of doing so from the Tenant.

16.4 Failure by Tenant to Remove Tenant's Fittings

If the Tenant fails to remove the Tenant's Fittings as required by clause 16.2, the Landlord may:

- (1) remove and store the Tenant's Fittings at the Tenant's risk and expense; or
- (2) treat the Tenant's Fittings as if the Tenant had abandoned its interest in them and they had become the Landlord's property and deal with them as it thinks fit without being liable to account to the Tenant.

16.5 Tenant to Indemnify and Pay Landlord's Costs

The Tenant:

- (1) indemnifies the Landlord against the removal and storage of the Tenant's Fittings and against all Claims by any person claiming an interest in the Tenant's Fittings by reason of the Landlord's actions under clause 16.4; and
- (2) will pay the Landlord, as a liquidated debt payable on demand, any cost incurred by the Landlord in exercising its rights under clause 16.4 less any money received on disposal of the Tenant's Fittings.

16.6 Earlier Breaches

Termination of this Lease will not prejudice or affect any of the Landlord's rights or remedies against the Tenant for an earlier default by the Tenant.

17. Miscellaneous

17.1 Notices

(1) Execution of Landlord's Notice

Any notice by the Landlord under this Lease will be valid if signed by an officer or solicitor of the Landlord, the Managing Agent or any other person nominated by the Landlord.

(2) Notice of Tenant's Address

The Tenant will promptly notify the Landlord of the address and facsimile number of the Tenant and any Guarantor and update the notice if any changes occur.

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- 35 -

(3) **Service of Notice on Tenant**

Any notice which the Landlord elects to serve on the Tenant will be sufficiently served if:

- (a) served personally or addressed to the Tenant and left at the Premises;
- (b) sent to the Tenant's facsimile number; or
- (c) forwarded by prepaid security post to the Tenant's last known registered office, place of business or residence.

(4) **Service of Notice on Landlord**

Any notice to the Landlord will be sufficiently served if:

- (a) served personally;
- (b) sent to the Landlord's facsimile number; or
- (c) forwarded by prepaid security post addressed to the Landlord.

All notices must be addressed to the Landlord at the address stated in this Lease or, if another address is later nominated by the Landlord, then at that address.

(5) **Time of Service**

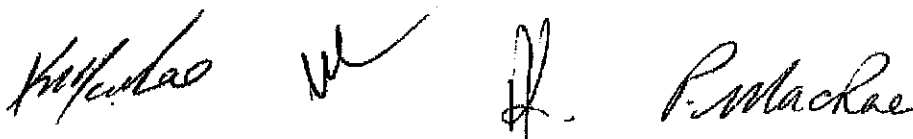
Any notice sent by:

- (a) post will be deemed to be served on the second business day after the day it was posted; or
- (b) facsimile will be deemed to have been served at the time that the notice was transmitted unless the sender's facsimile machine indicates a malfunction in the transmission.

17.2 **Costs**

The Tenant will pay the Landlord on demand:

- (1) stamp duty on this Lease including any fines and penalties except those due to the Landlord's default; and
- (2) the Landlord's reasonable legal fees and disbursements in connection with:
 - (a) the preparation, completion, stamping and registration of this Lease;
 - (b) any consent required under this Lease;
 - (c) obtaining the consent of any mortgagee of the Land and production of the title deed;
 - (d) any assignment or subletting;
 - (e) any surrender or termination of this Lease except through its expiry;



- 36 -

- (f) any default by the Tenant or the Tenant's Employees in observing or performing the provisions of this Lease; and
- (g) any negotiations, alterations or changes to this Lease assessed on the basis of the Landlord's solicitors' usual hourly charges for that work.

17.3 Costs of Litigation

Except where a court determines otherwise and regardless of whether the Tenant is a party to the litigation, the Tenant will pay the Landlord's cost of litigation arising from the Tenant's occupancy of the Premises.

17.4 Right of Landlord to Make Rules

- (1) The Landlord may make Rules and amend them by notice to the Tenant so long as no Rule prejudices the Tenant's rights under this Lease.
- (2) If there is inconsistency between the provisions of this Lease and the Rules, the provisions of this Lease will prevail.

17.5 Compliance with Rules

The Tenant will observe and perform and cause the Tenant's Employees to observe and perform the Tenant's obligations under this Lease and the Rules.

17.6 Reservations

The Landlord reserves the following rights:

- (1) after reasonable notice (except in the case of an emergency when no notice will be necessary) the right to install, maintain, use, repair, alter, service and replace any Services;
- (2) the exclusive right to use any part of the Building or the Land which is not leased and the Landlord may erect or display advertising signs, grant leases or licences or authorise any person to use those areas for any purpose; and
- (3) by reasonable prior notice to the Tenant, the right to name or create a logo or change the name or logo of the Building and the Tenant will not make any Claim in relation to any name or logo.

17.7 Easements

- (1) For the purpose of:
 - (a) provision of access to the Premises;
 - (b) the support of structures erected on the Land or adjoining land;
 - (c) any Service;

the Landlord may dedicate, grant, transfer or otherwise enter into any arrangement in relation to the Land provided it does not prejudice the Tenant's rights under this Lease.

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- 37 -

- (2) This Lease will be deemed to be subject to any right granted by the Landlord under clause 17.7.

17.8 Power of Attorney

- (1) From the Commencement Date the Tenant irrevocably nominates and appoints individually the Landlord, its officers and any nominee appointed in writing for the purposes of this clause 17.8 to be the attorney of the Tenant.
- (2) At any time after the power to re-enter contained in this Lease has arisen (proof of which will be a statutory declaration of the Landlord or an officer of the Landlord) the attorney may execute and register a transfer or a surrender of this Lease or withdrawal of caveat.
- (3) In doing so, the attorney may use the Tenant's name and do anything relating to the Premises which the Tenant could do.
- (4) The Tenant will ratify and confirm any lawful act of the attorney.
- (5) The Director of Land Titles is authorised to act upon the statutory declaration and to accept it as sufficient evidence of the termination of this Lease.

18. Guarantees

18.1 Bank Guarantee

Clause 18.2 applies if Item 14 of the Reference Schedule has been completed by inserting the amount of a bank guarantee.

18.2 Issue and Review of Bank Guarantee

The Tenant will:

- (1) on or before executing this Lease, arrange for the issue of an unconditional bank guarantee by a financial organisation approved by and in favour of the Landlord for the amount stated in Item 14 of the Reference Schedule;
- (2) at each review date under clause 4 or at the later determination of each Rent review, provide a replacement or additional bank guarantee so that the total amount guaranteed bears to the Rent payable from each review date the same proportion as the amount stated in Item 14 of the Reference Schedule bears to the Rent as at the Commencement Date;
- (3) ensure that any bank guarantee is kept current and enforceable and will not expire until at least 2 months after the Termination Date or after the date of termination of any further term arising from the exercise of an option to renew in this Lease or any further lease; and
- (4) if the Landlord makes demand on any bank guarantee, provide a replacement bank guarantee for the amount demanded by the Landlord.

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- 38 -

18.3 Personal Guarantee

Clauses 18.4 to 18.11 apply if Item 15 of the Reference Schedule has been completed by inserting details of Guarantor.

18.4 Guarantee and Indemnity

In consideration of the Landlord granting this Lease to the Tenant at the Guarantor's request, the Guarantor guarantees to the Landlord:

- (1) the payment by the Tenant of the Rent and other money agreed to be paid; and
- (2) prompt performance and observance of all of the Tenant's covenants and obligations contained or implied in this Lease.

18.5 Indemnity

The Guarantor indemnifies the Landlord and agrees to keep the Landlord indemnified against all Claims which the Landlord may suffer or incur in connection with any breach or default by the Tenant under this Lease or any extension or renewal of the Term.

18.6 Liability of Guarantor

The Landlord's rights and the Guarantor's liability under clauses 18.4 and 18.5 will not be prejudiced or affected by:

- (1) the granting of any time, credit, forbearance, indulgence or concession by the Landlord to the Tenant or any Guarantor;
- (2) any absolute or partial release of the Tenant or any Guarantor or any compromise with the Tenant or any Guarantor;
- (3) any variation of this Lease, extension or renewal of the Term, holding over or continued occupation of the Premises by the Tenant;
- (4) any composition, compromise, release, discharge, arrangement, abandonment, waiver, variation, relinquishment or renewal of any security or right by the Landlord;
- (5) any assignment of this Lease or sublease of any part of the Premises;
- (6) the termination of this Lease;
- (7) the fact that the Rent or any other money may not be recoverable, may cease to be recoverable or may never have been recoverable or that any transaction affecting the Rent or the obligations contained in this Lease is or was wholly or partially void, voidable or unenforceable;
- (8) any failure to sue or agreement not to sue or any dealing, act or omission (whether constituting a waiver, election, estoppel or otherwise) by the Landlord with respect to the Rent, other money payable or the obligations under this Lease;

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- 39 -

- (9) any fact, circumstance, legal disability or incapacity which would otherwise release the Tenant or any Guarantor from its obligations;
- (10) non-execution of this Lease by one or more of the persons named as Guarantor or the unenforceability of this guarantee and indemnity against one or more of the Guarantors; or
- (11) the exercise or purported exercise by the Landlord of its right of re-entry.

18.7 Irrevocable

This guarantee and indemnity is irrevocable and will remain in force until the Tenant has performed and observed all its obligations under this Lease.

18.8 Guarantor Liable Regardless of Any Law

- (1) The Guarantor's liability will not be discharged by any payment to the Landlord which is later avoided by Law.
- (2) If that happens the Landlord, the Tenant and the Guarantor will be restored to their respective rights as if the payment had not been made.

18.9 Indemnity on Disclaimer

If a liquidator disclaims this Lease, the Guarantor indemnifies the Landlord against any resulting Claim by the Landlord for the residue of the Term.

18.10 Guarantor Not Prove in Liquidation

- (1) The Guarantor will not prove or claim in any liquidation, composition, arrangement or assignment for the benefit of creditors until the Landlord has received 100% in the dollar of all money payable to it by the Tenant.
- (2) The Guarantor will hold any proof, claim or dividend received by it on trust for the Landlord.

18.11 Guarantee to Continue

- (1) If this Lease is transferred or assigned, the benefit of this guarantee and indemnity will extend to the transferee or assignee and continue concurrently for the benefit of the Landlord regardless of the transfer or assignment unless the Landlord releases the Guarantor in writing.
- (2) This guarantee and indemnity covers the period while the Tenant occupies or is entitled to occupy the Premises as tenant or holds an equitable interest over the Premises under an agreement for lease or as a periodical tenant.
- (3) Without limiting clause 18.11(2) if registration of this Lease is required to legally create a leasehold estate, then until this Lease is registered it will operate from the Commencement Date as an agreement for lease.
- (4) This guarantee and indemnity will apply whether this Lease is construed as an agreement for lease, a periodical tenancy or otherwise.
- (5) This guarantee and indemnity will extend to the lease, agreement for lease or periodical tenancy created by the Tenant's exercise of any option for renewal.

K. H. Macrae *W. R. Macrae* *P. Macrae*

19. Option of Renewal

19.1 Option

If the Tenant:

- (1) wishes to lease the Premises for the further term stated in Item 16 of the Reference Schedule;
- (2) gives notice to that effect to the Landlord not less than 6 months before the Termination Date; and
- (3) at the date of giving notice and at the Termination Date, is not in default under this Lease;

the Landlord will grant a lease of the Premises ("further lease") to the Tenant upon the same terms and conditions as this Lease but subject to variations which are necessary in the Landlord's reasonable and bona fide opinion to render the further lease consistent with the terms and conditions of the standard lease for the Building then in use by the Landlord or to accommodate variations in:

- (4) the management of the Building;
- (5) the method of charging or collecting operating expenses;
- (6) the design or structure of the Building or Services; and
- (7) any Law or Requirement.

19.2 Further Lease

The further lease will contain:

- (1) a term as stated in Item 16 of the Reference Schedule;
- (2) a commencement date being the day after the Termination Date;
- (3) a termination date being the last day of the further term stated in Item 16 of the Reference Schedule; and
- (4) the amount to be inserted in Item 7 of the Reference Schedule shall be an amount to be agreed between the Landlord and the Tenant within 1 month of service on the Landlord of a notice under clause 19.1(2) and failing agreement within that 1 month period the amount will be determined by following the procedure set out in clause 4.4 as if the Termination Date was a review date but in any event the Rent will not be less than the Rent payable in the last year of the Term.

19.3 Omission of this Clause 19

This clause 19 will be omitted from the further lease but clause 20 of this Lease shall become clause 19 in the further lease.

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19.4 Parties to Sign Further Lease

The Landlord, the Tenant and the Guarantor must sign the further lease within a reasonable time after service on the Landlord of a notice under clause 19.1(2).

20. Option of Renewal

20.1 Option

If the Tenant:

- (1) wishes to lease the Premises for the further term stated in Item 17 of the Reference Schedule;
- (2) gives notice to that effect to the Landlord not less than 6 months before the Termination Date; and
- (3) at the date of giving notice and at the Termination Date, is not in default under this Lease;

the Landlord will grant a lease of the Premises ("further lease") to the Tenant upon the same terms and conditions as this Lease but subject to variations which are necessary in the Landlord's reasonable and bona fide opinion to render the further lease consistent with the terms and conditions of the standard lease for the Building then in use by the Landlord or to accommodate variations in:

- (4) the management of the Building;
- (5) the method of charging or collecting operating expenses;
- (6) the design or structure of the Building or Services; and
- (7) any Law or Requirement.

20.2 Further Lease

The further lease will contain:

- (1) a term as stated in Item 17 of the Reference Schedule;
- (2) a commencement date being the day after the Termination Date;
- (3) a termination date being the last day of the further term stated in Item 16 of the Reference Schedule; and
- (4) the amount to be inserted in Item 7 of the Reference Schedule shall be an amount to be agreed between the Landlord and the Tenant within 1 month of service on the Landlord of a notice under clause 20.1(2) and failing agreement within that 1 month period the amount will be determined by following the procedure set out in clause 4.4 as if the Termination Date was a review date but in any event the Rent will not be less than the Rent payable in the last year of the Term.

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- 42 -

20.3 Omission of this Clause

This clause 20 will become clause 19 in the further lease, but it shall be omitted upon exercise of the second right to renew the lease.

20.4 Parties to Sign Further Lease

The Landlord, the Tenant and the Guarantor must sign the further lease within a reasonable time after service on the Landlord of a notice under clause 20.1(2).

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- 43 -

RULES AND REGULATIONS

1. All areas outside the Premises including any and also the entrance halls passages lifts and stairways and garage areas of the Building shall be under the absolute control of the Landlord and shall not be obstructed by the Tenant or the Tenant's Employees or used by him or them for any other purpose except ingress and egress to and from the Premises.
2. With the exception of public holidays, the Building shall be open for business from 8.30 am until 11.00 pm every day of the year.
3. The Tenant shall be entitled to enter upon the Building and use the Premises at all times provided that if the Landlord shall become liable to pay any extra charges by reason of the Tenant's use of the Premises: on Sundays and public holidays or after 5.00 pm or any day then the Tenant shall pay to the Landlord all such charges.
4. The Tenant shall advise the Landlord and the Managing Agent of the Building for the time being of the private address of the Tenant or if the Tenant shall be a company of the Manager thereof or if there shall be more than one Tenant of each of them. The Landlord and the Managing Agent shall be promptly informed of any change in any such address.
5. If the Tenant fails to return to the Landlord at the termination of its occupancy all keys given by the Landlord to the Tenant or authorised by the Landlord then the Tenant will pay to the Landlord the cost of replacing the locks in the Premises.
6. The Tenant will not smoke and will cause each of the Tenant's Employees not to smoke in the Common Areas at all times during the Term.

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REFERENCE SCHEDULE

- ITEM 1. LANDLORD (clause 1.1(11))**
Isikit Pty Limited ACN 002 455 218 of 4/76 Campbell Parade, Bondi Beach
- ITEM 2. TENANT (clause 1.1(22))**
K MacRae Holdings Pty Ltd ACN 001 772 514 of Shop 4, 108-120 Station Street, Wentworthville
- ITEM 3. PREMISES DESCRIPTION (clause 1.1(3))**
Shop 4, 108-120 Station Street, Wentworthville
- ITEM 4. COMMENCEMENT DATE (clause 1.1(5))**
1 July 1993
- ITEM 5. TERMINATION DATE (clause 1.1(26))**
30 June 1998
- ITEM 6. TERM (clause 1.1(25))**
5 years
- ITEM 7. RENT (clause 1.1(18) and 4.1)**
\$56,167.80 per annum
- ITEM 8. RENT REVIEW DATES (clause 4.3)**
(a) Index review dates: 1 July 1994, 1 July 1995, 1 July 1996, 1 July 1997.
(b) Market review dates: Upon exercise of the option to renew the lease
- ITEM 9. OPERATING EXPENSES YEAR (clause 5.1)**
30 June
- ITEM 10. TENANT'S PROPORTION OF OPERATING EXPENSES (clause 5.3)**
30%
- ITEM 11. USE OF PREMISES (clause 7.1)**
Pharmacy and toy shop

K MacRae *Isikit* *H. P. MacRae*

- 45 -

ITEM 12. AMOUNT OF PUBLIC RISK INSURANCE (clause 13.1(1))

\$10m

ITEM 13. DEFAULT RATE (clause 1.1(8))

Nil

ITEM 14. BANK GUARANTEE AMOUNT (clause 18.1(1))

Nil

ITEM 15. GUARANTOR (clause 1.1(9) and 18.3)

Kenneth Christopher MacRae, 39 Greenhaven Drive, Pennant Hills
Patricia May MacRae, 39 Greenhaven Drive, Pennant Hills

ITEM 16. FIRST OPTION (clause 19)

5 years

ITEM 16. SECOND OPTION (clause 20)

5 years

Kenneth MacRae *Patricia MacRae*

EXECUTED as a deed on the date set out at the commencement of this Deed.

THE COMMON SEAL of
ISIKIT PTY LIMITED
was affixed in accordance with its
articles of association in the
presence of:



[Signature]
.....
Director/Secretary

[Signature]
.....
Director

N. VEDIT KURANGIL
.....
Name of Director/Secretary (BLOCK LETTERS)

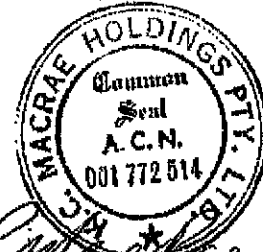
N. VEDIT KURANGIL
.....
Name of Director (BLOCK LETTERS)

please
initial
M

X
K
P.M.

K.M.

THE COMMON SEAL of
MACRAE HOLDINGS PTY LTD
was affixed in accordance with its
articles of association in the
presence of:



[Signature]
.....
Director/Secretary

[Signature]
.....
Director

KENNETH CHRISTOPHER MACRAE
.....
Name of Director/Secretary (BLOCK LETTERS)

PATRICIA MARY MACRAE
.....
Name of Director (BLOCK LETTERS)

SIGNED SEALED AND DELIVERED
by KENNETH CHRISTOPHER MACRAE
in the presence of:

[Signature]
.....

[Signature]
.....
Signature of Witness

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

CL HUNT & HUNT
.....
Address of Witness EASTWOOD.

[Signatures]

please
initial

X

KCM

SIGNED SEALED AND DELIVERED
by PATRICIA MAY MACRAE
in the presence of: MARY

)
)

P. Macrae

P.M.

W

.....
Signature of Witness

W

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

.....
Address of Witness EASTWOOD.

Katherine A. P. Macrae W

TABLE OF CONTENTS

1. Definitions and Interpretation	1
1.1 Definitions	1
1.2 Construction	3
1.3 Plurals and Genders	3
1.4 Parties Bound Jointly and Individually	4
1.5 Statutes and Regulations	4
1.6 Covenants	4
1.7 Severability	4
1.8 Whole Agreement	4
1.9 Headings	4
1.10 Organisations	4
1.11 Areas and Measurement	5
1.12 Landlord's Consent	5
1.13 Written Notices	5
2. Exclusion of Statutory Provisions	5
2.1 Statutory Provisions Excluded	5
3. Term and Holding Over	5
3.1 Term	5
3.2 Holding Over	6
4. Rent and Rent Reviews	6
4.1 Rent	6
4.2 Definitions	6
4.3 Annual Rent Review: Consumer Price Index	7
4.4 Market Rent Review	8
4.5 Payment of Rent Pending Review	11
4.6 Minimum Rent	11
5. Operating Expenses	11
5.1 Operating Expenses Year	11
5.2 Definition of Operating Expenses	11
5.3 Tenant's Proportion of Operating Expenses	13
5.4 Allocation of Operating Expenses	13
5.5 Variations in Tenant's Proportion	13
5.6 Statement of Operating Expenses	14
5.7 Payment by the Tenant of Operating Expenses	14
5.8 Payment by Tenant on Account of Operating Expenses	14
6. Damage and Destruction	14
6.1 Abatement	14
6.2 Termination	15
6.3 Antecedent Rights	15
6.4 Dispute Resolution	15
6.5 Refusal of Indemnity	15
6.6 Proceeds of Insurance	15

Kristen H. P. Macrae

(ii)

7. Use of the Premises	16
7.1 Permitted Use	16
7.2 Restrictions on Use	16
7.3 No Warranty as to Use	16
7.4 Compliance with Laws and Requirements	17
7.5 Landlord's Rights if Tenant Fails to Comply	17
7.6 Structural Alterations	17
7.7 Exterior Signs	17
7.8 Overloading	18
7.9 Drains and Waste Pipes	18
7.10 Antennae, Radios Etc.	18
7.11 Rubbish Accumulation	18
7.12 For Sale Signs Etc.	19
7.13 Use of Common Areas	19
7.14 Emergency Evacuation Procedure and Drills	19
7.15 Thermal or Fire Detectors	19
8. Assignment and Subletting	19
8.1 No Assignment Etc.	19
8.2 Assignment and Subletting Permitted	20
8.3 Change in Ownership of Shares in Company	20
8.4 Charges Over Tenant's Fittings	21
9. Utilities	21
9.1 Source of Light and Power	21
9.2 No Alterations to Electrical Installations	21
9.3 Charges for Utilities	21
9.4 Heating or Cooling Devices	22
9.5 Access to Equipment	22
10. Maintenance and Repair	22
10.1 Repair of Premises	22
10.2 Cleaning, Maintenance and Breakages	22
10.3 Cleaning Services	23
10.4 Landlord's Right to Inspect and Repair	23
10.5 Landlord May Enter	23
10.6 Notice of Damage or Defect in Services	24
11. Redecoration and Restoration	24
11.1 Definition of Redecorate	24
11.2 Tenant to Redecorate	24
11.3 Landlord Approval Required	24
11.4 Failure to Redecorate	24
11.5 Disputes	25
11.6 Materials	25
12. Alterations	25
12.1 Alterations and Additions	25
12.2 Installation of Equipment Etc.	26

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(iii)

12.3	Partitions	26
12.4	Reinstatement	27
13.	Insurances and Indemnities	27
13.1	Public Risk and Plate Glass Insurance	27
13.2	Workers' Compensation Insurance	27
13.3	Landlord May Insure	27
13.4	Tenant's Insurances	27
13.5	Payment and Production of Insurance Policies	28
13.6	Effect on the Landlord's Insurance	28
13.7	Inflammable Substances	28
13.8	Exclusions of Landlord's Liability	28
13.9	Indemnities	29
14.	Landlord's Covenants	30
14.1	Quiet Enjoyment	30
14.2	Person Other Than Landlord Becoming Entitled to Rents Etc.	30
14.3	Services to be Provided by Landlord	30
14.4	Failure of Services	30
14.5	Structural Matters	30
15.	Default and Termination	30
15.1	Default	30
15.2	Forfeiture of Lease	31
15.3	Landlord May Rectify	31
15.4	Waiver	31
15.5	Tender After Termination	32
15.6	Interest on Overdue Money	32
15.7	Damages for Breach	32
15.8	Landlord to Mitigate Damages	33
15.9	Calculation of Damages	33
16.	Termination of Term	33
16.1	Tenant to Yield Up	33
16.2	Removal of Tenant's Fittings	33
16.3	Tenant Not to Cause Damage	34
16.4	Failure by Tenant to Remove Tenant's Fittings	34
16.5	Tenant to Indemnify and Pay Landlord's Costs	34
16.6	Earlier Breaches	34
17.	Miscellaneous	34
17.1	Notices	34
17.2	Costs	35
17.3	Costs of Litigation	36
17.4	Right of Landlord to Make Rules	36
17.5	Compliance with Rules	36
17.6	Reservations	36
17.7	Easements	36
17.8	Power of Attorney	37

McGowan *H. R. Mackay* *W*

(iv)

18. Guarantees	37
18.1 Bank Guarantee	37
18.2 Issue and Review of Bank Guarantee	37
18.3 Personal Guarantee	38
18.4 Guarantee and Indemnity	38
18.5 Indemnity	38
18.6 Liability of Guarantor	38
18.7 Irrevocable	39
18.8 Guarantor Liable Regardless of Any Law	39
18.9 Indemnity on Disclaimer	39
18.10 Guarantor Not Prove in Liquidation	39
18.11 Guarantee to Continue	39
19. Option of Renewal	40
19.1 Option	40
20. Option of Renewal	40
20.1 Option	40
20.2 Further Lease	41
20.3 Omission of this Clause 19	41
20.4 Parties to Sign Further Lease	41

Kethaka J. P. Madhava

ANNEXURE TO ~~DEED~~ MEMORANDUM OF LEASE dated the _____ day of _____
One thousand nine hundred and _____ from _____
ISIKIT PTY LIMITED ACN: 002 455 218 to _____
K C MACRAE HOLDINGS PTY LIMITED (hereinafter referred to as "the Lease")
ACN: 001 772 514 AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED A.C.N. 005 357 522 (hereinafter

(1) Delete the words and brackets printed in italics when the mortgage is an Australia and New Zealand Banking Group Limited form and initial the alteration

(2) Where the mortgage was given to one of the Banks named, delete reference to the other Bank and initial the alteration.

referred to as "the Bank") being registered as the Mortgagee ⁽¹⁾⁽²⁾ (~~formerly Australia and New Zealand Bank Limited/The English-Scottish and Australian Bank Limited~~) under Instrument of Mortgage No. I 191287 ⁽¹⁾ (~~which has been vested in the Bank by virtue of the Australia and New Zealand Banking Group Act, 1970~~) of the premises the subject of the Lease (hereinafter referred to as "the Premises") HEREBY CONSENTS to the granting of the Lease subject to the following conditions and provisions namely that in the event of the Bank giving notice to the Lessee under the Lease by leaving the same at the Premises requiring the Lessee to pay the rent due under the Lease direct to the Bank the Lessee shall immediately thereupon enter into covenants with the Bank similar in all respects to the covenants with the Lessor expressed or implied in the Lease so that the Bank shall have the same rights and remedies as the Lessor by virtue of the Lease but subject to the Lessee's rights of quiet enjoyment of the Premises shall not be under any liability to observe or perform the covenants and agreements entered into by the Lessor and in the event of the Lessee failing to confer upon the Bank or its assigns the said rights and remedies the consent of the Bank to the granting of the Lease shall be deemed null and void and the rights of the Bank as Mortgagee shall be capable of being enforced without reference to the Lease. The Lease must not be varied rescinded or terminated without the written consent of the Bank.

DATED at Sydney this 8TH day of OCTOBER 1993 .

SIGNED in my presence by

GARRY CYRIL TETLEY

as the Attorney of AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED he being personally known to me

Signature of Witness

LEANNE MARIE VELLA

Name of Witness (Block letters)

AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED

By its Attorney

And I, the said Attorney, state that I have not received any Notices of the Revocation of the Power of Attorney Registered Book 4001 No. 878 under the authority of which I have just executed this document.

Manager Branch Securities Department/District Manager for the time being of Australia and New Zealand Banking Group Limited for New South Wales.

Form: 07L
 Licence: 01-08-084
 Licensee: Midware Systems
 Champion Legal

LEASE
 New South Wales
 Real Property Act 1900



AB803964E

PRIVACY NOTE: this information is legally required and will b

STAMP DUTY

Office of State Revenue use only

NEW SOUTH WALES DUTY
 16-08-2005 0002886494-001
 LEASE - GENERAL
 DUTIABLE AMOUNT \$ *****337,318.00
 DUTY \$ *****1,180.90

(A) TORRENS TITLE

Property leased: if appropriate, specify the part or premises

Part Folio Identifier B/410947 being Premises known as Shops 10-12/108-120 Station Street Wentworthville

(B) LODGED BY

Delivered Box 256L 440T	Name, Address or DX and Telephone CHAMPION LEGAL, Solicitors DX 8220 PARRAMATTA Tel: (02) 9635 8266 Reference (optional): MCD-JN-50050 CMP/566	CITY AGENTS DX 1293 SYDNEY 02 9232 2077	CODE L
---	--	--	----------------------

(C) LESSOR

MICHAEL ELIAS & SAMIRA ELIAS

The lessor leases to the lessee the property referred to above.

(D)

Encumbrances (if applicable):

(E) LESSEE

KATHIRVEL VEL SATHA *SEVAM*

SEVAM
KS.

(F)

TENANCY:

(G) 1. TERM:

FIVE (5) YEARS

2. COMMENCING DATE: 1 July 2005

3. TERMINATING DATE: 30 June 2010

4. With an OPTION TO RENEW for a period of Five years set out in clause No. 18 of Annexure "A".

5. With an OPTION TO PURCHASE set out in clause No. N.A. of N.A.

6. Together with and reserving the RIGHTS set out in clause No. N.A. of N.A.

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

8. Incorporates the provisions set out in MEMORANDUM filed at Land and Property Information New South Wales as No. N.A.

9. The RENT is set out in Item No. 1 of SCHEDULE

RS

All handwriting must be in block capitals.

Total Pages (office use only) _____

Number additional pages sequentially

DATE 1.7.05

(H) I certify that the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

Certified correct for the purposes of the Real Property Act 1900 by the lessor.

Signature of witness: *Aleas*
Name of witness: *Annette Elias*
Address of witness: *35 Caloola Rd
Wentworthville
NSW 2145*

Signature of lessor: *[Signature]*

Note: where applicable, the lessor must complete the statutory declaration below

I certify that the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

Certified correct for the purposes of the Real Property Act 1900 by the lessee.

Signature of witness: *[Signature]*
Name of witness: *RAJ PALANI*
Address of witness: *3/245 Castlereagh St
Sydney - NSW 2000*

Signature of lessee: *[Signature]*

(I) STATUTORY DECLARATION

I, _____
solemnly and sincerely declare that -

- 1. The time for the exercise of option to _____ in expired lease No. _____ has ended;
- 2. 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 provisions of the Oaths Act 1900.

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

Signature of witness: _____ Signature of lessor: _____

Name of witness:
Address of witness:
Qualification of witness:

ANNEXURE "A" AND SCHEDULE

LANDLORD: MICHAEL ELIAS & SAMIRA ELIAS
TENANT: KATHIRVEL VEL SATHASEVAM
PREMISES: SHOPS 10 -12/108-120 STATION STREET WENTWORTHVILLE

1. COVENANTS NEGATIVED

The covenants, powers and provisions implied in Leases by Sections 84 and 85 of the Conveyancing Act, 1919 are hereby expressly negatived except to the extent to which they are or may be included in the covenants hereinafter contained.

2. TERM

Term of Lease

2.1 Subject to the provisions of this Lease, the Lease commences on the Commencement Date as set out in Item 1 (a) of the Schedule and ends on the Expiry Date as set out in Item 1 (b) of the Schedule.

3. RENT

Rent

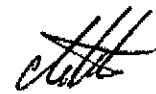
3.1 The Tenant covenants with the Landlord to pay free from all deductions the annual sum set out in Item 2 (a) of the Schedule for rent for the first year of the term by monthly payments set out in Item 2 (b) of the Schedule each in advance.

3.2 The Tenant must pay the first instalment on or before the Commencement Date.

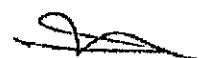
3.3 The Tenant shall not withhold or be entitled to withhold the whole or part of any such payment by way of deduction, set off or counter claim in respect of any claim for damages or for compensation which the Tenant shall make or has made against the Landlord.

Review of Rent

3.4 As and from each anniversary of the commencement date hereof (such anniversary occurring during the term or during any holding over period) the yearly rental for the ensuing year shall be the rent paid for the preceding year increased as set out in Item 3 of the Schedule.


A. Elias





Monthly tenancy

- 3.5 Should the Tenant continue to occupy the Premises beyond the Expiry Date with the Consent of the Landlord otherwise than pursuant to a further lease granted by the Landlord, the Tenant shall do so as a monthly tenant only, on the terms and conditions of this Lease with necessary changes applicable to a monthly tenancy except that:
- 3.5.1 the monthly rent will be equal to one month's proportion of the rent hereby reserved increased annually by the percentage set out in Item 4 of the Schedule.
- 3.5.2 the first payment of rent is to be made on the next day after the Expiry Date and thereafter payable monthly in advance
- 3.5.3 the tenancy may be determined at the will of either the Landlord or Tenant by one month's Notice in writing expiring on any day of the month and the tenancy will end one month after service of that Notice.

4 OUTGOINGS

4.1 Part contribution to outgoings

The Tenant will in addition to the rental reserved hereunder pay to the Landlord within fourteen days of the service upon the Tenant of a Notice of Contribution the percentage set out in Item 5 of the Schedule of the outgoings which have been assessed charged payable or imposed on or in respect of the Building or Land of which the Premises forms part AND for the purpose of this Lease the "outgoings" shall include but not be limited to:

- 4.1.1 council rates and charges.
- 4.1.2 water sewerage and drainage rates and charges payable to Sydney Water.

4.2 Estimate of outgoings

The Tenant's contribution to the outgoings of the estate shall be payable in the following manner:

- 4.2.1 The Landlord must give the Tenant a written Estimate of the outgoings to which the Tenant contributes under the Lease, itemising those outgoings under the item descriptions used in the List of Outgoings in the form of Disclosure Statement tendered to the Tenant before the commencement of this Lease.
- 4.2.2 The Estimate of outgoings must be given to the Tenant in respect of each accounting period of the Landlord during the term of the Lease at least one month before the commencement of the accounting period concerned.

4.2.3 The Landlord must make a written Expenditure Statement available for examination by the Tenant detailing all expenditure by the Landlord on account of outgoings to which the Tenant contributes, itemising those outgoings under the item descriptions used in the List of Outgoings in the form of Disclosure Statement tendered to the Tenant before the commencement of this Lease.

4.2.4 The Expenditure Statement must be made available annually during the Landlord's accounting periods during the term of the Lease (once in relation to expenditure during the first six months of each such accounting period and once in relation to expenditure during the second six months of each such accounting period), and in each case must be made available within one month after the end of the six month period to which it relates.

4.3 **Adjustment of contributions to outgoings**

4.3.1 Within one month after the end of each period in respect of which the Tenant contributes to outgoings under the Lease, there is to be an adjustment between the Landlord and the Tenant to take account of any under-payment or over-payment by the Tenant in respect of those outgoings.

4.3.2 The adjustment is to be calculated on the basis of the difference between the total amount of outgoings in respect of which the Tenant contributed (that is, the estimated total expenditure by the Landlord on outgoings during the period concerned) and the total amount actually expended by the Landlord in respect of those outgoings during that period, but taking into account only expenditure properly and reasonably incurred by the Landlord in payment of those outgoings.

Telephones, electricity, etc

4.4 The Tenant will pay to the proper authorities all charges for both rental and use of the telephone services for gas and electricity consumed on the Premises and for all water and sewerage usage charges, excess water grease trap fees and charges and all meter rents and if the Tenant makes default in the payment thereof it shall be optional for the Landlord to pay the same and in addition to the Landlord's remedies the Landlord may recover any amounts to be paid as if the same were overdue rent hereunder.

Registration of Strata Plan

4.5 Should during the term of this Lease or any renewal thereof or during any holding over period a strata plan be registered in respect of the Land of which the Premises forms part so that the Premises becomes a lot in the strata plan then in addition to the rent payable hereunder the Tenant shall forthwith and in any event no longer than fourteen days after demand shall have been made therefore pay to the Landlord the following outgoings payable with respect to the Premises:

- 4.5.1 Council rates and charges.
- 4.5.2 Water sewerage and drainage rates and charges payable to Sydney Water.
- 4.5.3 Land tax PROVIDED that this shall be calculated on the basis that the Premises is the only land in respect of which the Landlord is required to lodge a Return for land tax purposes and the Land concerned was not subject to a special trust (within the meaning of the Land Tax Management Act 1956) and the Landlord was not a company classified under Section 29 of that Act as a non-concessional company.
- 4.5.4 Insurance premiums payable in respect of each risk or insurable interest which the Landlord may in its discretion effect.
- 4.5.5 all levies or contributions payable to the Owners Corporation (created upon registration of the strata plan in respect of the Property of which the Demised Premises forms part) pursuant to Part 3 Division 2 of the Strata Schemes Management Act 1996 or which may otherwise be properly raised by the Owners Corporation against the Landlord.

Abatement of rent

- 4.6 The Lessee covenants with the Lessor to pay the initial rent herein referred to and such additional rent as may be payable from time to time pursuant to this Lease at the times and in the manner herein provided without any deduction or abatement whatsoever except as may be hereinafter provided that:
 - 4.6.1 If after the commencement of the said term the Demised Premises or any part thereof be destroyed or damaged so as to be unfit for occupation or use or is inaccessible due to that damage the rent hereby reserved and any amount payable to the Lessor in respect of outgoings or a fair proportion thereof according to the nature and extent of the damage sustained shall be suspended until the Demised Premises shall have again been rendered fit for occupation or use.
 - 4.6.2
 - (a) If the Lessor notifies the Lessee in writing that the Lessor considers that the damage is such as to make its repair impracticable or undesirable, the Lessor or the Lessee may terminate the Lease by giving not less than seven days' Notice in writing to the other and no compensation is payable in respect of that termination.
 - (b) If the Lessor fails to repair the damage within a reasonable time after the Lessee requests the Lessor in writing to do so, the Lessee may terminate the Lease by giving not less than seven days' Notice in writing of termination to the Lessor.
 - (c) the aforesaid provisions do not affect any right of the Lessor to recover damages from the Lessee in respect of any damage or destruction to which those provisions apply.

- 4.6.3 Nothing in this section is to limit any liability of a party to the Lease to pay compensation to another party to the Lease in respect of damage to the Premises or the Building of which the Premises forms part.
- 4.6.4 Nothing in this section prevents the parties to a Lease from terminating the Lease by agreement if the Premises or the Building of which it forms part is damaged or destroyed.
- 4.6.5 If after the commencement of the renewed term the Demised Premises or any part thereof be adversely impacted due to redevelopment of the Building so as to be unfit or restricted for occupation or use or is inaccessible due to building works the rent hereby reserved and any amount payable to the Lessor in respect of outgoings or a fair proportion thereof according to the nature and extent of the redevelopment sustained shall be suspended until the Demised Premises shall have again been rendered fit for occupation or use.

BREACH OF ESSENTIAL TERMS

- 5.1 In the event of a breach of an essential term of this Lease and if such breach shall continue for a period of seven (7) days after Notice in writing to the Tenant by the Landlord of such breach then thenceforth it shall be lawful for the Landlord or any person or persons duly authorised by the Landlord in that behalf to enter into or upon the Premises (forcibly if necessary) or any part thereof in the name of the whole and to repossess and enjoy the same as if these presents had not been made without prejudice to any right of action or remedy of the Landlord in respect of any antecedent breach by the Tenant of any essential term hereof.
- 5.2 Notwithstanding anything herein contained upon the Landlord becoming entitled to re-enter or determine this Lease the residue of the term hereof for the time being unexpired shall at the option of the Landlord immediately upon Notice of the exercise of such option being given by the Landlord to the Tenant become reduced to one week and thereafter the tenancy hereby created shall be and remain a tenancy from week to week at a weekly rate equal to one week's proportion of the rent hereby reserved (as adjusted hereunder from time to time) commencing from the date of service of such Notice and shall be determinable by either the Landlord or the Tenant giving to the other one week's Notice in writing expiring on any day of the week.
- 5.3 Upon the expiration or sooner determination of the term of this Lease the Tenant shall surrender to the Landlord all keys giving access to all parts of the Premises held by the Tenant the Tenant's servants or invitees irrespective of whether or not the same have been supplied by the Landlord, and remove at the Tenant's expense all lettering and distinctive marks or signs put up by the Tenant or by the Landlord for the Tenant on any part or parts of the Premises or the Building.

- 5.4 Each covenant by the Tenant which is specified in this paragraph is an essential term of this Lease:
- 5.4.1 The covenant to pay rent and outgoings throughout the Lease term **and any holding over period** not later than the due date for the payment of each instalment of rent (Clause 2.1);
- 5.4.2 Clause 6.1 & 6.3; (To Repair);
- 5.4.3 Clause 7.1; (Alterations to Premises);
- 5.4.4 Clause 10; (Use of Premises);
- 5.4.5 Clause 13; (Assignment of Lease);
- 5.5 In respect of the Tenant's obligation to pay rent, the acceptance by the Landlord of arrears or of any late payment of rent shall not constitute a waiver of the essentiality of the Tenant's obligation to pay rent in respect of those arrears or of the late payments or in respect of the Tenant's continuing obligation to pay rent during the Lease term.
- 5.6 The Tenant covenants to compensate the Landlord in respect of any breach of an essential term of this Lease and the Landlord is entitled to recover damages from the Tenant in respect of such breaches. The Landlord's entitlement under this Clause is in addition to any other remedy or entitlement of the Landlord (including to terminate this Lease).
- 5.7 In the event that the Tenant's conduct (whether acts or omissions) constitutes a repudiation of the Lease (or of the Tenant's obligations under the Lease) or constitutes a breach of any Lease covenants, the Tenant covenants to compensate the Landlord for the loss or damage suffered by reason of the repudiation or breach.
- 5.8 The Landlord shall be entitled to recover damages against the Tenant in respect of repudiation or breach of covenant for the damage suffered by the Landlord during the entire term of this Lease.
- 5.9 The Landlord's entitlement to recover damages shall not be affected or limited by any of the following:
- 5.9.1 If the Tenant shall abandon or vacate the leased Premises;
- 5.9.2 If the Landlord shall elect to re-enter or to terminate the Lease;
- 5.9.3 If the Landlord shall accept the Tenant's repudiation;
- 5.9.4 If the parties conduct shall constitute a surrender by operation of law.
- 5.10 The Landlord shall be entitled to institute legal proceedings claiming damages against the Tenant in respect of the entire Lease term, including the periods before

and after the Tenant has vacated the lease Premises and before and after abandonment, termination, repudiation, acceptance of repudiation or surrender by operation of law referred to in clause 5.9, whether the proceedings are instituted either before or after such conduct.

- 5.11 In the event of the Tenant vacating the leased Premises, whether with or without the Landlord's Consent, the Landlord shall be obliged to take reasonable steps to mitigate his damages and to endeavour to lease the Premises at a reasonable rent and on reasonable terms. The Landlord's entitlement to damages shall be assessed on the basis that the Landlord should have observed the obligation to mitigate damages contained in this paragraph. The Landlord's conduct taken in pursuance of the duty to mitigate damages shall not by itself constitute acceptance of the Tenant's breach or repudiation or a surrender by operation of law.

TENANT'S OBLIGATIONS

6. Positive use obligations

The Tenant must:

6.1 Maintenance and Repair

- 6.1.1 Repair and to keep the Premises, the exterior facade and all additions thereto and the Landlord's fixtures thereon and all drains soil and other pipes sewers sanitary and water apparatus glass pavings wall fences and railing and appurtenances in good and substantial repair and maintained paved and cleansed in every respect (excepting fair wear and tear damage by fire explosion earthquake aircraft flood tempest Act of God riot and civil commotion save where any insurance moneys are irrecoverable through the neglect and default or misconduct of the Tenant) AND ALSO will and so often as it shall be necessary to renew any fixtures belonging to the Premises or substitute other fixtures of a similar description and value to the satisfaction of the Landlord except where such substitution is due to damage by fire explosion earthquake aircraft flood tempest Act of God riot or civil commotion save where any insurance moneys are irrecoverable through the neglect and default or misconduct of the Tenant.

- 6.1.2 Paint the whole of the Premises, being the interior and exterior (if applicable), as reasonably required and prior to the expiration of the Lease.

- 6.1.3 Where applicable, clean and pump out every six months the inlet and drainage lines leading the grease arrester and the outlet pipes from the arrester to the Sydney Water Sewerage pipelines.

6.2 Replace fixtures

Replace from time to time during the said term such of the Landlord's fixtures and fittings as may have become worn out or unfit for use (excepting fair wear and tear) or lost by substituting others of a like quality and in new condition.

6.3 Enter renew and repair

- 6.3.1 The Landlord may by itself or through an independent property consultant enter upon the Premises every six months upon giving 48 hours notice (except in case of emergency as to the existence of which the unfettered opinion of the Landlord shall be conclusive, when no Notice shall be required) and view the state of repair thereof and the Landlord may require the Tenant by Notice in writing served upon the Tenant to rectify any defect (excluding latent defects and defects not arising from the act or omission of the Tenant its servants or agents) or carry out any repairs within 30 days in accordance with any covenant expressed or implied in the Lease.
- 6.3.2 In default of the Tenant repairing any defects according to the Notice the Landlord may from time to time enter the Premises and execute and carry out the required repairs as if it were the Tenant and for that purpose the Landlord its architects contractors and workmen and agents may enter upon the whole or any part of the Premises and there remain for the purpose of doing executing and effecting and carrying out any such repair AND the expenses and costs of carrying out such work shall forthwith be payable by the Tenant to the Landlord.
- 6.3.3 The Tenant will permit the Landlord upon 48 hours Notice (except in case of emergency as to the existence of which the unfettered opinion of the Landlord shall be conclusive when no Notice shall be required) to enter execute and carry out repairs renovations maintenance or alterations to the Premises or to any part thereof or to the Common Areas or any part thereof in compliance with the Landlord's obligations under the provisions of this Lease or otherwise deemed necessary or desirable by the Landlord and for the purpose the Landlord its architects, contractors and workmen and agents may enter upon the whole or any part of the Premises and there remain for the purpose of doing executing effecting and carrying out such repairs renovations maintenance or alteration PROVIDED ALWAYS THAT in the exercise of such power no undue inconvenience is caused to the Tenant.
- 6.3.4 If at any time any authority having jurisdiction or authority over or in respect of the Premises or the user thereof requests or requires any alterations, or additions, conversions, improvements or other works to be made to the Premises which the Landlord elects to do and for which the Tenant is not liable under its covenants herein contained the Landlord its architects contractors workmen servants and others and the servants and workmen of any of its contractors may enter into and on the Premises and there remain at all times for the purpose of making any such alterations additions conversions improvements or other works or any of them as aforesaid PROVIDED ALWAYS THAT in the exercise of any such power no undue inconvenience is caused to the Tenant.

6.4 Plant and equipment

Keep any air conditioning and ventilating equipment and all other plant and equipment installed in the Premises during the continuance of this Lease in proper working condition.

6.5 Pests

Take all proper precautions to keep the Premises free of white ants borers vermin and other like pests in particular to ensure that the Premises shall not be or create a hazard to health or otherwise infringe the provisions of Public Health Act or other legislation the provisions of which may be applicable thereto from time to time.

6.6 Compliance with the Statutes

Comply with all Statutes, Ordinances, Proclamations, Orders, Regulations or Notices relating to the Premises and do and execute or cause to be done or executed all such works acts deeds matters and things as under or by virtue of any of the said Statutes, Ordinances, Proclamations, Orders, Regulations and Notices for the time being in force or shall be properly directed or necessary to be done or executed upon or in respect of the Premises or any part thereof whether by the owner Landlord Tenant or occupier in consequence of the occupation and use of the Premises by the Tenant.

6.7 Inspection by prospective Tenants

At all reasonable times permit the Landlord to exhibit to prospective tenants or purchasers the Premises and will at all times within the three months immediately preceding the termination of the this Lease allow the Landlord to affix and exhibit where the Landlord shall think fit at any time the usual "For Sale" and the usual "To Be Let" Notice and in each case with the name and address of the Landlord and/or its agent thereon and the Tenant will not remove any such Notice without the written Consent of the Landlord.

7. Negative Use Obligations

The Tenant must not:

7.1 Alterations

Without the previous written Consent of the Landlord (which shall not be unreasonably withheld):

- 7.1.1 erect permit or suffer to be erected or carried out any structural alteration or works on the Premises PROVIDED that if any structural alterations or works shall be carried out by the Tenant with the Consent of the Landlord as aforesaid the Tenant shall at the expiration of the term hereof (if so required by the Landlord) restore the Premises to the state and condition in which they were prior to the carrying out of such works having regard to the condition of the Building through fair wear and tear during the term hereof.
- 7.1.2 change the exterior colour of the Premises or of the Building in which the same are situate or any part thereof from the colour nor the size location or composition of any sign symbol or advertisement that may have been approved by the Landlord.
- 7.1.3 install any exterior lighting or plumbing facilities shades canopies awnings or window boxes or amplifiers or similar devices or use any advertising medium which may be heard or experienced outside the Premises such as loud speakers, tapes, CDs, television, video or radio broadcasts.
- 7.1.4 unless herein provided, mark paint drill write upon or in any way deface any wall ceiling floor wood stone or ironwork of the Premises.
- 7.1.5 in any manner to interfere with or attempt to control any part of the fire alarm or sprinkler systems or any other machinery of the Landlord of any kind now installed or hereafter to be installed in the Premises PROVIDED HOWEVER and it is hereby specifically agreed by and between the parties hereto that the Landlord shall not be responsible for and shall incur no liability for failure of any of the aforesaid equipment or machinery or for the ineffectual operation thereof or for any damage or loss occasioned or arising in connection with the same to the Tenant or to any person claiming by through or under the Tenant and the Tenant hereby indemnifies and agrees to keep indemnified the Landlord against all or any such claim.

7.2 **Additions**

Should the Landlord at the request of the Tenant construct or erect or permit the Tenant to construct or erect any walls, partitions or ceilings within the Premises whether at the cost of the Tenant or not the Tenant shall not be entitled to remove such walls partitions or ceiling on vacating the Premises (but the same shall remain on the Premises for the benefit of but at no cost to the Landlord).

7.3 Advertisement

Not affix or exhibit or suffer to be affixed or exhibited to or on any part of the exterior of the Premises any advertisements signs symbols posters placards neon lights or other light or other object or thing other than such as may relate solely to the Premises or some business lawfully carried on there and so that the same shall be displayed only in such position on and height about the Premises and be of such materials colour dimensions and general character as shall be first approved in writing by the Landlord nor hang place deposit or expose or permit or suffer any hanging placing depositing or exposing outside any part of the Buildings comprised in the Premises any goods articles or thing for sale.

7.4 Water closets

Not use the water closets or other water apparatus for any other purpose than those for which they are constructed and no sweepings, rubbish, rags, trade effluent or deleterious matter of any description shall be thrown into water closets sewers drains or watercourses serving the Premises, and any damage thereby resulting to such water closets or sewers drains or watercourse and the cost of repairing the same shall be borne by the Tenant.

7.5 Nuisance

Generally not do or permit or suffer to be done or permitted upon or in connection with the Premises anything which shall or tend to be a nuisance annoyance or cause of damage to the Landlord or to any adjoining or neighbouring property or to the owner or occupier thereof and to pay the Landlord all costs charges and expenses which may be incurred by the Landlord in abating any such nuisance and for executing all works as may be necessary to comply with any Notice served by a local or public authority or neighbouring premises for abating such nuisance created as a consequence of the occupation and use of the Premises by the Tenant.

7.6 Heavy objects

Not do or bring or permit or suffer to be done or to be brought in or upon the Premises anything which may be put on the Premises or any Buildings of which the same form part any weight or impose any strain in excess of that which such Premises are calculated to bear with due margin for safety and in particular not to suspend any weights from the roof trusses.

7.7 Obstruction of windows

Not obstruct or permit or suffer to be obstructed any of the windows, doorways, lights or ventilators belonging to the Premises.

7.8 Rubbish

7.8.1 Not permit any rubbish or garbage to accumulate on the Premises or any part thereof unless confined in suitable containers so located as not to be visible to members of the public visiting the Premises.

7.8.2 Dispose of all rubbish, garbage and trade waste by way of minimum weekly domestic, trade or commercial disposal services in accordance with all laws, ordinances and local council policies and as approved or reasonably instructed by the Landlord.

7.9 Development Application

Not do or omit or permit or suffer to be done or omitted anything on or in connection with the Premises the doing or omission of which shall be a contravention of any Act of Parliament or Ordinance or the conditions of any development application approval or of any Notices Orders Licences Consents Permissions and Conditions (if any) served made granted or imposed thereunder and to indemnify the Landlord against all actions proceedings damages penalties costs charges claims and demands in respect of such acts and omissions or any of them except as may be caused by or result from the acts or omissions of the Landlord, its agents or employees, and against the cost of any application for planning permission and the works and things done in pursuance thereof.

7.10 Auction sale

Not conduct or permit an auction sale in the Premises.

7.11 Driveways and car parking

Not park or allow motor vehicles to be parked in the driveway nor to obstruct the driveway and not to park nor allow any employees or invitees of the Tenant to park motor vehicles on the Premises other than in allocated motor vehicles parking spaces.

8 Indemnities

8.1 The Tenant agrees to:

8.1.1 Occupy, use and keep the Premises at the risk of the Tenant and hereby releases to the full extent permitted by law the Landlord and its contractors and employees in the absence of any negligence on their part from all claims and demands of every kind and from all liabilities which may arise in respect of any accident or damage to property or injury to any person in or near the Premises or the Building and the Tenant expressly agrees that in the absence of any such negligence as aforesaid the Landlord shall have no responsibility or liability for any loss or damage to fixtures or personal property of the Tenant.

8.1.2 Hereby indemnify the Landlord and its contractors and employees in the absence of any negligence on their part from and against all actions claims

demands losses damages costs and expenses incurred by the Landlord or for which the Landlord may become liable in respect of damage to property or injury to any person which may be suffered or sustained in upon or near any part of the Premises or the Building whether in the occupation of the Landlord or of the Tenant or of any other person.

8.1.3 Without limiting the generality of clauses 8.1.1 and 8.1.2 the Tenant will and does hereby indemnify the Landlord from and against all claims, actions, demands, losses, damages, costs and expenses incurred by the Landlord or with respect to which the Landlord may become liable in respect of or arising from:

8.1.3.1 the negligent or careless use, misuse waste or abuse by the Tenant or any contractor, sub-contractor, licensee, invitee, client customer or visitor of the Tenant or any other person claiming through or under the Tenant of the water, gas, electricity, lighting and other installations in and facilities of the Premises or the Building or arising from any faulty fittings or fixtures of the Tenant;

8.1.3.2 overflow or leakage of water (including rain water) in or from the Premises or caused or contributed to by any act or omission on the part of the Tenant or any other person referred to in sub-clause 8.1.3.1 of this clause;

8.1.3.3 loss, damage or injury from any cause whatsoever to the Premises or the Buildings or to any property or person within or without the Premises or the Building occasioned or attributed to by any act, omission, neglect, breach or default by the Tenant or any other person as aforesaid.

9. **Costs**

The Tenant shall pay 50% of Landlord's legal costs, and shall pay 100% of any additional Landlord legal costs in respect to any amendments, all stamp duty, charges and expenses of and incidental to the preparation, completion stamping, registration of, and the obtaining of any Mortgagee's approval to, this Lease; and of any assignment or sub-letting and of any surrender or other termination of this Lease otherwise than by effluxion of time; and in case of default by the Tenant in performing or observing any covenants herein contained or implied the Tenant shall pay to the Landlord all legal costs and other costs, charges and expenses for which the Landlord shall become liable in consequence of or in connection with such default within seven days of the Landlord requesting him so to do.

10. **Use of Premises**

During the term hereby the Tenant will not at any time use the Premises other than as set out in Item 6 of the Schedule.

DAMAGE TO PREMISES

Damages

- 11.1 Should any damage occur to the Premises the Tenant shall forthwith give Notice thereof in writing to the Landlord and in particular upon the happening thereof to give to the Landlord Notice of any accident to or defects in the water pipes, gas pipes, lights or fittings used in connection with the water, gas or electrical services and the Tenant shall forthwith make good and repair any such damage or defect to the extent that the Tenant may be required to do so pursuant to the provisions of this Lease.
- 11.2 If the Premises or any part thereof be destroyed or damaged by any of the insured risks and the insurance money under any of the Insurance Policies against the same effected by the Landlord being wholly or partly irrecoverable by reasons solely or in part by any act or default of the Tenant then and in every such case the Tenant will forthwith (in addition to the said rent and any other moneys payable hereunder) pay to the Landlord the whole or (as the case may require) a fair proportion of the cost (including professional and other fees) of completely rebuilding and reinstating the same.
- 11.3 If after the commencement of the said term the Premises or any part thereof be destroyed or damaged so as to be unfit for occupation or use or is inaccessible due to that damage the rent hereby reserved and any amount payable to the Landlord in respect of outgoings or a fair proportion thereof according to the nature and extent of the damage sustained shall be suspended until the Premises shall have again been rendered fit for occupation or use.
- 11.3.1 If the Landlord notifies the Tenant in writing that the Landlord considers that the damage is such as to make its repair impracticable or undesirable, the Landlord or the Tenant may terminate the Lease by giving not less than seven days' Notice in writing to the other and no compensation is payable in respect of that termination.
- 11.3.2 If the Landlord fails to repair the damage within a reasonable time after the Tenant requests the Landlord in writing to do so, the Tenant may terminate the Lease by giving not less than seven days' Notice in writing of termination to the Landlord.
- 11.3.3 the aforesaid provisions do not affect any right of the Landlord to recover damages from the Tenant in respect of any damage or destruction to which those provisions apply.
- 11.4 Nothing in this section is to limit any liability of a party to the Lease to pay compensation to another party to the Lease in respect of damage to the Premises or the Building of which the Premises forms part.
- 11.5 Nothing in this section prevents the parties to a Lease from terminating the Lease by agreement if the Premises or the Building of which it forms part is damaged or destroyed.

12. Insurance

- 12.1 The Landlord shall keep insured or cause to be kept insured at all times the Premises.
- 12.2 The Tenant shall effect and keep current during the term hereof and any holding-over hereunder a Public Risk Policy for an amount in respect of any single accident or event of not less than that set out in Item 7 of the Schedule. Such Policy shall indemnify the Landlord against any actions, suits, claims and demands of any kind arising from the use by the Tenant, its employees and visitors of the Buildings.
- 12.3 The Tenant shall not at any time during the said term, do, permit or suffer to be done any act, matter or thing whereby any insurance in respect of or in relation to the Premises or the Building or the Land may be vitiated or rendered void or voidable or (except with the approval of the Landlord in writing) whereby the rate of premium on any insurance shall be liable to be increased.
- 12.3.1 In the event the Tenant's use of the premises causes the rate of premium to increase, the Tenant will pay 100% of the increase of the premiums.
- 12.4 The Tenant shall not store chemicals, inflammable liquids or solids acetylene gas or alcohol, volatile or explosive oils, compounds or substances upon or about the Premises or elsewhere in the Building and will not use any of such substances of fluids in or about the Premises or elsewhere in the Building for any purpose and will not in any way create any actual or potential fire hazard in the Premises or elsewhere in the Building. The Tenant will permit the Landlord at all times to enter upon the Premises and to abate any actual or potential fire hazard in or about the Premises and if such hazard in the reasonable opinion of the Landlord, is caused by or results from the use or occupancy of the Premises by the Tenant, the Tenant shall pay to the Landlord on demand the costs and expenses incurred by the Landlord in carrying out such work.
- 12.5 The Tenant will insure in the joint names of the Landlord and the Tenant in the full replacement value thereof all plate glass windows, doors, display showcases and shelves against the risk of breakage, hail, windstorm, flood, riot and civil commotion, explosion, earthquake, cost of temporary shattering, accidental damage to window frames, showcase frames and fittings.
- 12.6 The Tenant shall from time to time as and when required by Notice in writing from the Landlord forthwith pay all extra premiums payable in respect of insurance on the Building and its contents if any be required on account of extra risk caused by the use to which the Premises are put by the Tenant or by the bringing or keeping on the Premises of any materials or substances.
- 12.7 All Policies of Insurance liable or required to be effected by the Tenant hereunder, whether in respect of the property or risk of the Landlord or the Tenant, shall be taken out with an insurance office or company approved of by the Landlord. The Landlord hereby declares that such approval will not be

withheld where the Tenant intends to effect such insurance with a reputable and responsible insurance company.

- 12.8 The Tenant will in respect of any Policy of Insurance to be effected by the Tenant hereunder, if so required, produce to the Landlord the Policy of Insurance and the receipt for the premium last paid in respect thereof.

ASSIGNMENT, SUB-LETTING, ETC

- 13.1 The Tenant covenants not to assign this Lease except in accordance with the provisions contained in this Clause.
- 13.2 If the Tenant desires to assign this Lease:
- 13.2.1 the Tenant shall, before requesting the Landlord's consent, furnish the proposed assignee with a copy of any Disclosure Statement given to the Tenant in respect of the Lease, together with details of any changes that have occurred in respect of the information contained in that Disclosure Statement since it was given to the Tenant (being changes of which the Tenant is aware or could reasonable be expected to be aware). If the Tenant cannot provide the proposed assignee with a copy of the Disclosure Statement, the Tenant may request the Landlord to provide a copy of that Disclosure Statement and if the Landlord is unable or unwilling to provide that copy within fourteen days after the request, the Tenant need not comply with this paragraph;
- 13.2.2 the Tenant shall request the Landlord's Consent to the assignment of this Lease in writing and shall furnish with that request:
- 13.2.2.1 information regarding the financial resources and financial standing and the business experience and retailing skills of the proposed assignee;
- 13.2.2.2 particulars of the use of the Leased Premises intended by the proposed assignee;
- 13.2.2.3 confirmation that the Tenant has complied with Clause 13.2.1
- 13.3 The Landlord:
- 13.3.1 agrees to deal expeditiously with the Tenant's request for Consent to assign this Lease;
- 13.3.2 is entitled to require the Tenant to furnish to the Landlord:
- 13.3.2.1 details of the Tenant's financial resources and retailing skills at the time of the request for Consent;

- 13.3.2.2 such further information as the Landlord may reasonably require concerning the financial standing and business experience of the proposed assignee;
- 13.3.3 is entitled to withhold Consent to the assignment of this Lease in any of the following circumstances:
 - 13.3.3.1 if the proposed assignee proposes to change the use to which the Premises are put (unless the Landlord consents to the change of use in accordance with the provisions of this Lease);
 - 13.3.3.2 if the proposed assignee has financial resources and retailing skills that are inferior to those of the Tenant;
 - 13.3.3.3 if the Tenant has failed to comply with the provisions contained in this Clause for requesting and obtaining Consent to the assignment.
- 13.4 For the purposes of the Tenant making a request and the Landlord considering that request under this Clause:
 - 13.4.1 if the assignee is a corporation, the retailing skills of the assignee include the retailing skills of those of its directors who have actively participated in the assignee's business and intend to actively participate in the business in the Leased Premises;
 - 13.4.2 if the Landlord Consents to a change of use by the assignee, the assignee's retailing skills for that use should be compared with the Tenant's retailing skills for the Tenant's use of the Leased Premises;
- 13.5. The Landlord may require the assignee to execute an Instrument in which the assignee will assume liability under the Lease for the residue of the lease term:
 - 13.5.1 may require, if the assignee is a corporation whose shares are not listed on an Australian Stock Exchange, the Landlord may require, as a condition of the Landlord's Consent to the assignment, that at least two of its directors or shareholders (chosen by the Landlord) execute personal Guarantees in respect of the payment of rent and the observance and performance of the Lease covenants by the assignee during the lease term. It is agreed that in any change in the principal shareholding altering the effective control of the Tenant (if a company) shall be deemed to be an assignment of this Lease.
 - 13.5.2 will require the Tenant will pay the Landlord's reasonable legal and other expenses of investigating the Tenant's Application for Consent and of preparing, executing, stamping and registering all the required Instruments or Dealings and the costs of obtaining the Mortgagee's Consent.
- 13.6 If the Tenant has complied with the requirements of Clause 13.5, the Landlord shall indicate, within forty two days after the Tenant has made its request under Clause 13.2 and furnished any further details required under Clause 13.3, whether the Landlord consents or withholds consent. If the Landlord does not provide that

indication within forty two days, it shall be taken to have consented to the assignment, subject to the conditions in Clause 13.5.

- 13.7 The Tenant will not during the continuance of this Lease transfer demise sub-let or part with possession of the Premises (or any part thereof) or by any act or deed procure the Premises (or any part thereof) to be transferred sub-let unto or put into possession of any person or persons without the previous Consent in writing of the Landlord. Such consent shall not be unreasonably withheld where:
- 13.7.1 the Tenant not being in default under the covenants and agreements on the Tenant's part herein contained proposes sub-let to a sub-Tenant who proves to the satisfaction of the Landlord that such proposed sub-Tenant is a respectable responsible, solvent, fit and proper person capable of adequately carrying on the business in the Premises whilst performing and observing the terms and conditions of this Lease and the Tenant must provide the Landlord with such information as the Landlord may reasonably require concerning the financial standing and business experience of the proposed assignee, and
- 13.7.2 the Tenant pays to the Landlord all proper costs, charges and expenses incurred by the Landlord of and incidental to any enquiries which may be made by or on behalf of the Landlord as to respectability, responsibility, solvency, fitness and suitability of any proposed sub-Tenant, and
- 13.7.3 the Tenant pays the Landlord's solicitors costs in respect of the sub-lease; and
- 13.7.4 the sub-Tenant being a company the directors and also the principal shareholders of such company unconditionally guarantee to the Landlord the performance by the Company of the terms and conditions contained in this Lease or in the proposed sub-lease (as the case may be). It is agreed that in any change in the principal shareholding altering the effective control of the Tenant (if a company) shall be deemed to be an assignment of this Lease.

LANDLORD'S OBLIGATIONS

- 14.1 The Landlord HEREBY COVENANTS with the Tenant that the Tenant paying the rent hereby reserved and observing and performing the covenants conditions and agreements herein contained on the Tenant's part to be observed and performed shall and may quietly enjoy the Premises during the said term without any interruption by the Landlord.
- 14.2 **Tenant to be given Notice of alterations and refurbishment**
- The Landlord must not commence to carry out any alteration or refurbishment of the Building of which the Premises forms part which is likely to adversely affect the business of the Tenant unless:
- 14.2.1 the Landlord has notified the Tenant in writing of the proposed alteration or refurbishment at least **three months** before it is commenced; or

- 14.2.2 the alteration or refurbishment is necessitated by an emergency and the Landlord has given the Tenant the maximum period of notice that is reasonably practicable in the circumstances.
- 14.3 **Disturbance**
- 14.3.1 Subject to 14.3.3, the Tenant is to be compensated for disturbance if the Landlord:
- 14.3.1.1 inhibits access of the Tenant to the Premises in any substantial manner; or
- 14.3.1.2 takes any action that would inhibit or alter, to a substantial extent, the flow of customers to the Premises; or
- 14.3.1.3 unreasonably takes any action that causes significant disruption of, or has a significant adverse effect on, trading of the Tenant in the Premises; or
- 14.3.1.4 fails to take all reasonable steps to prevent or put a stop to anything that causes significant disruption of, or which has a significant adverse effect on, trading of the Tenant in the Premises and that is attributable to causes within the Landlord's control; or
- 14.3.1.5 fails to rectify any breakdown of plant or equipment under the Landlord's care or maintenance, and the Landlord does not rectify the matter as soon as reasonably practicable after being requested in writing by the Tenant to do so, the Landlord is liable to pay the Tenant reasonable compensation for any loss or damage (other than nominal damage) suffered by the Tenant as a consequence.
- 14.3.2 In determining whether a Landlord has acted unreasonably for the purposes of sub-clause 14.3.1.3, due consideration is to be given to whether the Landlord has acted in accordance with recognised shopping centre management practices.
- 14.3.3 In respect of all occurrences the likelihood of which have been specifically drawn to the Tenant's attention in the Disclosure Statement given to the Tenant before entering into this Lease, the Tenant is precluded from making any claim for compensation for any loss or damage suffered by the Tenant as provided in Section 34 of the Retail Leases Act 1994 and the Landlord is exempted from any liability for compensation. **In particular the Tenant acknowledges that during the term, option to renew period or holding over period the Landlord may carry out a redevelopment of the site. This redevelopment may cause inconvenience, loss of Tenant's business and/or interruption to the Tenant's business as disclosed. The Tenant acknowledges that he is prevented from making a claim for compensation during the term or any renewed term or holding over period under Section 34 of The Retail Leases Act as the plan to carry out extensive redevelopment during the term or any renewed term or holding over period has been disclosed. The Landlord and the Tenant agree that the rent payable by the Lessee, shall be reduced to a figure that is agreed upon between the parties, during any period of redevelopment, provided that if the parties cannot reach agreement on the reduced rental then the dispute shall be determined in accordance with the provisions of clause 27 of the Lease.**

- 14.4.4 The provisions implied by this section do not apply to any action taken by the Landlord;
- 14.4.4.1 as a reasonable response to an emergency situation; or
- 14.4.4.2 in compliance with any duty imposed by or under an Act or resulting from a requirement imposed by a public or local authority acting under the authority of an Act.

Bond or Bank Guarantee

- 15.1 On signing of the Lease the tenant must deposit with the Landlord the amount set out in Item 8 of the Schedule as security for the due and punctual observance and performance of all the covenants obligations and provisions of the Tenant's part contained herein.
- 15.2 If at any time the Tenant fails to so duly and punctually observe and perform the Tenant's covenants in the Lease, then the Landlord may in the Landlord's sole discretion at any time appropriate and apply so much of or the whole of the deposit as may be necessary in the opinion of the Landlord to compensate the Landlord for loss or damage sustained or suffered by the Landlord by reason of such breach by the Tenant.
- 15.3 Any such appropriation by the Landlord shall not prejudice any other right of the Landlord arising from such breach.
- 15.4 Should the deposit or any portion thereof be appropriated by the Landlord as aforesaid then the Tenant shall upon demand by the Landlord and within seven days from the date thereof pay to the Landlord the amount of the sum so appropriated.
- 15.5 Should the Tenant comply with all the said covenants obligations and provisions and duly and punctually pay all of the rental hereby reserved and all other sum payable by the Tenant to the Landlord hereunder the said deposit less any sums appropriated by the Landlord in accordance with this clause and not paid by or received from the Tenant shall be refunded to the Tenant on the expiration of the term of this Lease or of any extension or renewal thereof.
- 15.6 The Landlord shall be at liberty to pay the said deposit less any sums appropriated by the Landlord in accordance with this clause and not paid or received from the Tenant to any assignee or transferee of the Landlord's interest in the Premises in the event that such interest of the Landlord is assigned or transferred and thereupon the Landlord shall be discharged from all liability to the Tenant or any other person with respect to such deposit.
- 15.7 The deposit paid by the Tenant to the Landlord as security for the performance of the Tenant's obligations under the Lease must be held by the Landlord on behalf of the Tenant in an account bearing interest. The Landlord must account to the Tenant for interest earned on the deposit but the Landlord is entitled to retain any

such interest and deal with it as money paid by the Tenant to the Landlord to form part of the deposit concerned.

Termination

- 16.1 At the expiration or sooner determination of the said term the Tenant must:
- 16.1.1 quietly yield up unto the Landlord the Premises together with all additions and improvements made thereto and all fixtures in or upon the Premises or which during the said term may have been affixed or fastened to or upon the same and in such state and condition as shall in all respects be consistent with full and due performance by the Tenant of the covenants on the part of the Tenant herein contained.
- 16.1.2 If so required by the Landlord, remove any wall paper, carpet, floor tiles or any other covering which may have been affixed to the Premises whether by the Tenant or not and whether with the Consent of the Landlord or not and to resurface the walls ceiling and floors, in a manner approved by the Landlord consistent with the nature and character of the Building.
- 16.1.3 Repair any damage caused to the Premises by the removal of any of the Tenants fixtures and in particular make good any damage to the walls and ceiling caused by the removal of the air conditioning unit in the restaurant area and the cool room.
- 16.1.4 Remove at the Tenant's own expense all signs, advertisements or Notices inscribed painted or affixed by the Tenant (or by the Landlord at the Tenant's request) on or in any part of the Building and shall make good to the satisfaction of the Landlord any damage or disfigurement existing after such removal. In the event that the Tenant shall fail to make good any such damage or disfigurement this may be made good by the Landlord and the Tenant shall pay to the Landlord the cost thereof within seven days of the Landlord notifying the Tenant in writing of the amount thereof.
- 16.1.5 In the event that any part of the Premises which has been previously painted has not been painted during the period of two years immediately preceding the expiration or sooner determination of the said term then the Tenant shall to the satisfaction of the Landlord paint every such previously painted surface with good quality paint to a standard and in colours approved by the Landlord consistent with the nature and character of the Building.

NOTICES

- 17.1 Any Notice required to be given under this Lease shall be in writing.
- 17.2 Any Notice to the Tenant (if a Corporation) shall be sufficiently served if left addressed to the Tenant on the Premises or sent by registered post or left at its registered office of the Tenant and (if the Tenant shall be a person) shall be sufficiently served if left addressed to the Tenant on the Premises or sent by registered post or left addressed to the Tenant at the Tenant's last known address in Australia.

- 17.3 Any Notice to the Landlord (if a Corporation) shall be sufficiently served if left addressed to the Landlord at or sent by registered post to the registered office of the Landlord and if the Landlord shall be a person shall be sufficiently served if sent by registered post to the address of the Landlord stated herein or at such other address as the Landlord may have in writing stipulated to the Tenant.
- 17.4 Any Notice sent by registered post shall be deemed to have been duly served at the expiration of twenty-four hours after the time of posting and in proving service it shall be sufficient to prove that the envelope containing the Notice was duly addressed to the Tenant or the Landlord (as the case may be) in accordance with this Clause and left at or posted to the address to which it is so addressed.

OPTION TO RENEW

18. Tenant's option

- 18.1 The Landlord must grant a new Lease to the Tenant, at the cost of the Tenant on the Expiry Date to commence on the next day only if:
- 18.1.1 the Tenant gives the Landlord notice in writing no less than 6 months and no more than 9 months before the Expiry Date stating that it wants a new Lease for a further term set out in Item 9 of the Schedule
- 18.1.2 the Tenant in the meantime continues to duly and punctually pay the rent reserved by this Lease and duly observe and perform the covenants, obligations and agreements in accordance with the terms of the Lease
- 18.1.3 when the Tenant gives the Notice and on the Expiry date, the Tenant is not in breach of this Lease

New Lease

- 18.2. The new Lease is to be identical with this Lease except that:
- 18.2.1. this clause 18 is to be deleted, and
- 18.2.2. the term, commencement date, expiry date and review dates are to be as set out in item 10 of the schedule
- 18.2.3 the rent from the commencement date of the new Lease will be determined in accordance with clause 18.3.

Market Review

- 18.3 The Landlord shall within thirty five days of the receipt of Notice to be given by the Tenant in clause 18.1 inform the Tenant in writing of the Landlord's assessment of the rent for the first year of the new term.
- 18.3.1 The Tenant may accept the Landlord's assessment and in that event the Tenant fails or refuses to accept the Landlord's assessment within twenty eight days

after service of the assessment or if the Landlord and Tenant are unable to agree on some other amount as the current market rent for the first year of the new term the current market rent shall be determined in accordance with this clause 18.3.

18.3.2 The Parties must apply within 14 days to the President or the Principal Officer for the time being of the Australian Property Institute Inc (New South Wales Division) ("the Nominator") to nominate a person ("the Nominee") who is a licensed valuer and

18.3.2.1 has been a full Member of not less than ten years standing of the Australian Property Institute Inc (New South Wales Division);

18.3.2.2 must be the holder of a licence to practice as a Valuer of the kind of premises by this Lease;

18.3.2.3 must have at least ten years experience in valuing such kind of premises and be active in the market at the time of the appointment.

18.3.3 The Nominee shall act as an expert and not as an arbitrator. Each party must submit to the Nominee written Valuations and Submissions within 14 days after the Nominee has accepted the nomination to act, but may not make oral submissions or adduce any evidence. At the time of making any written Submissions or forwarding to the Nominee any written Valuation, that party shall forward to the other party a copy of all written materials submitted to the Nominee. Within 14 days after the Nominee has accepted the nomination to act each party may forward to the Nominee written comments on the other party's written Valuations and Submissions. The Nominee shall take into consideration any written Submissions received within those periods but is not to be fettered by them and shall determine the current market rent in accordance with his own Judgment in the opinion he forms. The Nominee shall conclude his Determination in writing and shall inform the parties of it forty five days after having accepted the nomination to act in writing giving detailed reasons for his Determination and must specify the matters to which he had regard for the purposes of making his Determination). The Nominee's Determination is final and is binding on the parties.

18.3.4 If the Nominee:

18.3.4.1 fails to accept the nomination to act;

18.3.4.2 fails to determine the current market rent within sixty days after accepting the nomination to act;

18.3.4.3 becomes incapacitated or dies;

18.3.4.4 resigns as the Nominee;

then either party may request the nominator to appoint another Nominee in accordance with sub-clause 18.3.2.

18.3.5 The parties shall bear equally the total cost of the rent determination for the rent for the first year of the renewed term. Each party shall bear its own costs of any experts for making valuations for the purpose of written Submissions.

If the Tenant fails to contribute its share of the rent determination within 7 days of the request to do so either by the Landlord or the Nominee, such failure will be a fundamental breach of the Lease thereby terminating the Tenant's rights to take up the option for a new Lease.

18.3.6 If the current market rent for the first year of the renewed term shall not be determined by the date of commencement of the renewed term:

18.3.6.1 the Tenant shall pay interim rent calculated by:

18.3.6.2 increasing the current instalments of rent due by 80% of the Landlord's assessment of the increase in rent, if such increase is less than \$10,000.00, or

18.3.6.3 increasing the current instalments of rent due by 60% of the Landlord's assessment of the increase in rent, if such increase is more than \$10,000.00

until the new rent has been determined;

18.3.7 Immediately upon the rent has been determined the Tenant shall pay the additional amount (if any) due for rent from the date of commencement of the renewed term to the date when the next monthly instalment of rent is payable on the rent day next succeeding the expiration of thirty days after the date when the Tenant has been informed of the rent determination.

18.3.8 If the new rent is less than the interim rent, the Landlord will reimburse the Tenant the over payments within 14 days.

INTEREST ON OVERDUE MONEY

19. Without prejudice to the rights, powers and remedies of the Landlord otherwise under this Lease, the Tenant will pay to the Landlord interest as set out in Item 11 of the Schedule on any moneys due to the Landlord from the Tenant but unpaid for fourteen days after becoming due on any account whatsoever pursuant to this Lease. Such interest shall be computed from the due date for the payment of the money in respect of which the interest is chargeable until payment of such moneys in full and to be recoverable in a like manner as rent in arrears.

HEADINGS

20. The headings to each Clause or paragraph of this Lease are inserted only for the purpose of ease of reference and are not to be used for the interpretation of this Lease.

LEASE DOCUMENTATION

- 21.1 If the Lease is not to be registered, the Landlord must provide the Tenant with an executed copy of the stamped Lease within one month after the Lease is returned to the Landlord or the Landlord's lawyer or agent following payment of stamp duty on the Lease.
- 21.2 If the Lease is to be registered, the Landlord must lodge the Lease for registration within one month after the Lease is returned to the Landlord or the Landlord's lawyer or agent following payment of stamp duty on the Lease and the Landlord must provide the Tenant with an executed copy of the stamped and registered Lease within one month after the Lease is returned to the Landlord or the Landlord's lawyer or agent following registration of the Lease.
- 21.3 The periods specified in clauses 21.1. and 21.2 are to be extended for delays attributable to the need to obtain any Consent from a head Landlord or mortgagee.
- 21.4 In clauses 21.1 and 21.2 "registered" means registered under the Real Property Act 1900.
- 21.5 This clause does not affect the operation of the Stamp Duties Act 1920 or the Real Property Act 1900.

GOODS AND SERVICES TAX

- 22.1 Unless the Rent and/or Other Moneys are expressly stated in this Lease to be inclusive of GST, the Rent and/or Other Moneys, price, fees, rates, charges, tax and expenses (:the Amounts") payable by the Lessee to the Lessor under this Lease do not include any goods and services tax ("GST").
- 22.2 Where the Rent and/or Other Moneys are expressly stated in this Lease to be inclusive of GST, the GST is 1/11th of the GST inclusive Rent. If the rate of GST is varied at any time during the term, the GST inclusive Rent shall be adjusted in accordance with any changes in the rate of GST.
- 22.3 If any GST is incurred or payable by, or collectable from the Lessor in respect of any supply under this Lease the Lessee must pay the GST to the lessor in addition to the Amounts provided that the payment or reimbursement will not in the aggregate exceed 10% of the Amounts or such other percentage as may be the statutory GST rate from time to time.
- 22.4 The GST must be paid by the Lessee to the Lessor at the earliest of:
- (i) 7 days prior to the date upon which the Lessor is required to remit the GST to the Australian Taxation Office; or
 - (ii) at the same time as the Amount is required to be paid by the Lessee to the Lessor.

- 22.5 The Lessor shall promptly provide the Lessee with a tax invoice in the form specified by the relevant GST regulations from time to time.
- 22.6 Any GST charged on Outgoings shall be reduced by the amount of input tax credits received by the Lessor in respect of GST on the cost of supply of those Outgoings to the Lessor.

DISCLOSURE STATEMENT

23. The Tenant acknowledges the receipt of the Disclosure Statement required to be given to the Tenant under the Retail Leases Act 1994.

GUARANTEE

- 24.1 Intentionally Deleted

DEFINITION AND INTERPRETATION

25. In this Lease unless the context otherwise requires:

"the Building" means the building or buildings and other structures erected or to be erected on the Land within which the Premises are situated together with any modifications, additions, extensions or alterations thereto with the fixtures, fittings, furnishings, plant, machinery and equipment of the Landlord therein from time to time.

"the Landlord" shall mean and include where the Landlord is a company its successors and assigns and where the Landlord is a person the Landlord's executors, administrators and assigns.

"the Tenant" shall mean and include where the Tenant is a company its permitted successors and assigns and where the Tenant is a person the Tenant's executors administrators and permitted assigns.

In the event of there being two or more Landlords or two or more Tenants under this Lease (including whilst the Lease or the reversion is held by legal personal representatives, successors or assigns), each of them is jointly and severally liable to perform covenants and obligations under this Lease.

"the Premises" or "the Premises" means the premises hereby leased including the fixtures, fittings and appurtenances belonging thereto.

"the Guarantor" or "the Guarantors" means the person or persons (if any) named herein as guarantor and includes the guarantor's executors administrators successors and assigns and every two or more of them jointly and severally:

Words importing:

- (i) The singular number include the plural numbers and vice versa.
- (ii) Any gender include all other genders.

- (iii) Persons include corporations.
- (iv) References to Statutes include all Statutes amending consolidating or replacing the Statute referred to.

The expression "current market rental" means:

1. The best annual rent that can be reasonably obtained for the leased Premises;
2. On the basis that the Premises are available for leasing for the use to which the Premises may be put in accordance with the Lease with vacant possession by a willing Landlord to a willing Tenant for the residue of the current lease term (and Option for Renewal) at the review date;
3. On the terms and conditions contained in this Lease and such other matters as are relevant to the assessment of current market rent;
4. On the basis that the Tenant's Lease covenants and obligations shall have been fully performed at the review date;
5. Without taking into account any goodwill created by the Tenant's occupation of the Premises; improvements or fixture erected or installed at the Tenant's expense which the Tenant is permitted or required to remove at the termination of the Lease, except for permanent structural improvements to the leased Premises installed at the Tenant's expense which the Tenant is not permitted to remove at the termination of the Lease, which shall be taken into account;
6. Having regard to the rental values of comparable premises.
7. Rent concessions and other benefits that are frequently or generally offered to prospective Tenants of unoccupied premises are declared to be relevant matters to be taken into account in the assessment of current market rent.

The reference to "Consumer Price Index" "(CPI)" means the Consumer Price Index All Groups Sydney or the index officially substituted for it.

CPI adjustment of rent in accordance with the CPI:

- (i) take the yearly rent as of the last review date or if none, the rent at the commencement date (\$X),
- (ii) divide that rent by the Consumer Price Index Number for Sydney (All Groups) for the quarter ended just before that date (CPI 1),
- (iii) multiply the result by the Consumer Price Index Number for Sydney (All Groups) for the quarter ended just before the review date (CPI 2).

The product is the new rent for the year beginning on the review date (\$Y), written as a formula –

$$\frac{\$X \times \text{CPI 2}}{\text{CPI 1}} = \$Y$$

The Landlord must calculate the new rent after each review date and give the tenant written notice of the new rent.

If the Australian Bureau of Statistics makes a change in the reference base of the index and there is a published co-relation between the old and new base then the published co-relation is to be applied to convert the CPI 1 figure to the new reference base. If there is none then the landlord and the tenant agree to accept the calculations of the landlord's solicitor who must be retained to determine a fair co-relation between the old and the new series of numbers.

DEMOLITION

- 26.1 In the event that the Landlord intends to demolish the Building of which the Premises forms part the Lessor may terminate the Lease by written Notice to the Tenant, but:-
- (a) The Lease cannot be terminated on that ground unless and until the Landlord has provided the Tenant with details of the proposed demolition sufficient to indicate a genuine proposal to demolish the Building within a reasonably practicable time after the Lease is to be terminated.
 - (b) The Lease cannot be terminated by the Landlord on that ground without at least six months written Notice of termination.
 - (c) If Notice of termination on that ground is given to the Tenant, the Tenant may terminate the Lease by giving the Landlord not less than seven days written Notice of termination at any time within six months before the termination date notified by the Landlord.
- 26.2 If the Lease is for a term of twelve months or less, the period of six months in sub-section (1)(b) and (c) is shortened in each case to three months.
- 26.3 If a Lease is terminated on such a ground and demolition of the Building is not carried out within a reasonably practicable time after the termination date notified by the Landlord, the Landlord is liable to pay the Tenant reasonable compensation for damage suffered by the Tenant as a consequence of the early termination of the Lease unless the Landlord establishes that at the time Notice of termination was given by the Landlord there was a genuine proposal to demolish the Premises within that time.
- 26.4 "demolition" of the Building of which the Premises forms part includes any substantial repair, renovation or reconstruction of the Building that cannot be carried out practicably without vacant possession of the Premises.

DISPUTE RESOLUTION

27. If a dispute arises out of or relates to this agreement or the breach, termination, validity or subject matter thereof, or as to any claim in tort, in equity or pursuant

to any domestic or international statute or law, the parties to the agreement and to the dispute expressly agree to first endeavour in good faith to settle the dispute by mediation administered in accordance with the Retail Tenancy Unit before having recourse to arbitration or litigation..

- 27.1 A party claiming that a dispute has arisen, must give written notice to the other parties to the dispute specifying the nature of the dispute.
- 27.2 On receipt of the notice specified 18.1 the parties to the dispute must within seven (7) days of receipt of said notice seek to resolve the dispute.
- 27.3 The mediation shall be conducted and administered in accordance with Retail Tenancy Mediation Rules which set out the procedures to be adopted, the process of selection of the mediator and the costs involved and which terms are hereby deemed incorporated.
- 27.5 This clause shall not merge upon completion.

SCHEDULE


ITEM:

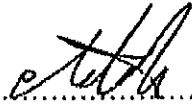
1. **Term (Clause 2.1) FIVE YEARS**
 - 1(a) Commencement Date 1 July 2005
 - 1 (b) Expiry Date 30 June 2010
- 2(a) \$52,000.00 per annum plus GST of \$5,200.00 = \$57,200.00 per annum including GST
- 2(b) \$4,333.33 per month plus GST of \$433.33 = \$4,766.66 per month including GST
3. **Rent Review (Clause 3.4)**
4% annual increase on previous years rent.
4. **Percentage on Holding Over Rent (Clause 3.5)**
5% annually
5. **Outgoings (Clause 4.1.1)**
40%
6. **Use of Premises (Clause 10)**
Indian Restaurant
7. **Public liability insurance (Clause 12.2)**
\$10,000,000.00.
8. **Bond (Clause 15.1)**
~~\$14,300.00~~ (8 months rent including GST)
\$4533.22 (Two months rent including GST.) ~~100~~
9. **Option (Clause 18.1.1)**
Five years
10. **Option Review Dates (Clause 18.2.2)**
Lease Commencement Date – 1 July 2010
Lease Expiry Date – 30 June 2015
Rent Review Dates – 1 July 2011, 2012, 2013, 2014
11. **Interest on Overdue Money (Clause 19)**
Twelve (12%) percent per annum
12. **Guarantor(s) (Clause 24.1)**
Not Applicable

CH
SLias

IN WITNESS WHEREOF of the parties hereto have hereunto set their hands and affixed their seals the day and year first hereinbefore written.

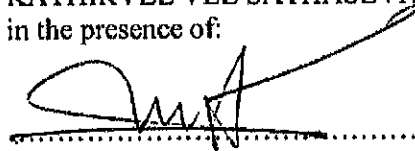
SIGNED by the said Landlord
MICHAEL ELIAS & SAMIRA ELIAS
in the presence of:

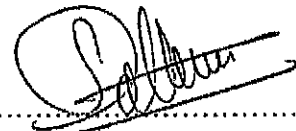

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.....

SIGNED by the said Tenant
KATHIRVEL VEL SATHASEVAM
in the presence of:


.....


.....

MORTGAGEE CONSENT

CHAMPION MORTGAGE SERVICES PTY LIMITED ACN 003 689 905 being the Mortgagee under Memorandum of Mortgage No 8987304 of the premises demised by the within Lease and the undersigned Guarantors (if any) HEREBY CONSENT to such Lease as from the registration thereof and not otherwise and subject to the following conditions and provisions, namely:-

1. That this consent shall be without prejudice to the rights, powers and remedies of the Mortgagee under the said Mortgage which shall remain in full force and effect as if this consent had not been given except that so long as the covenants, conditions and provisions of the said 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 Mortgage on default under the said Mortgage exercise the same subject to the then subsisting rights of the Lessee under the said Lease.
2. That so long as the Mortgagee is registered as Mortgagee of the said premises the Lessee shall obtain the consent or approval of the Mortgagee in addition to the consent or approval of the Lessor in all cases where under the said Lease the consent or approval of the Lessor is required.
3. That upon the Mortgagee giving Notice to the Lessee of demanding to enter into receipt of the rents and profits of the said premises the covenants on the part of the Lessee expressed or implied in the said Lease shall be deemed to have been entered into by the Lessee with the Mortgagee and all the rights, powers and remedies of the Lessor under the said Lease shall vest in and be exercisable by the Mortgagee until such notice be withdrawn or the said Mortgage be discharged.
4. The Mortgagee shall in no way be bound to perform and shall not incur any liability in respect of the covenants and agreements expressed or implied in the said Lease and on the part of the Lessor to be performed and observed.
5. Whenever used herein the word "Lessee" shall mean and include the Lessee and the Lessee's assigns; the word "Mortgagee" shall mean and include the Mortgagee and the Mortgagee's assigns.

Dated 23 September 2005.

THE COMMON SEAL of
CHAMPION MORTGAGE SERVICES PTY LIMITED
A C N 003 689 905
was hereunto affixed by authority of
the Board in the presence of:



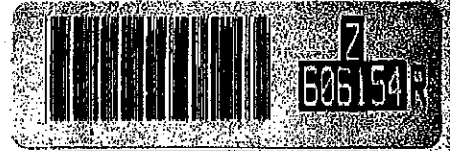
.....
Secretary

.....
Director

Warning: A4 Copy Supplied by LPI NSW for Conveyancing Purposes Only



OFFICE OF LAND REVENUE
(N.S.W.)
1990/01
STAMP
DUTY
CHIEF COMMISSIONER



LEASE
REAL PROPERTY ACT, 1900
(To be lodged in duplicate)
(See Instructions for Completion issued as Form RP 18)

L $\frac{1}{1}$ of $\frac{1}{1}$ X R $\frac{2}{2}$
\$ $\frac{1}{1}$

DESCRIPTION OF LAND
Note (a)

Tarens Title Reference	LAND of which LESSOR is registered proprietor If Part or Premises, See Note (e) (i)	Location
Vol 8442 Fol 95 now being FI B/410947	PART WHOLE Shop No. 3, 108-120 Station Street Wentworthville	Wentworthville

LESSOR
Note (b)

RALIAN PTY LIMITED of 12/55 The Crescent, Manly
(ACN 000 156 276)

The abovenamed LESSOR hereby leases to the LESSEE

LESSEE
Note (b)

SHARMAK MAY of 7 Willow Street, Wentworthville

as joint tenants/tenants in common

OFFICE USE ONLY
OVER

Note (c)

Note (d)

PRIOR ENCUMBRANCES

the land and above described, subject to the following PRIOR ENCUMBRANCES

1. X586116
2. Y184206
- 3.

Note (e)

TERM

Note (f)

for a TERM of **Three (3) years** commencing on **1/11/90** and TERMINATING on **31/10/93**

Note (g)

Note (h)

(with an ~~OPTION TO PURCHASE~~ and/or an OPTION OF RENEWAL as set forth in clause (e) together with and reserving the rights and liberties set forth in ~~SCHEDULE ONE~~ **Annexure "A"** and ~~SCHEDULE TWO~~ **Annexure "A"**)

OFFICE USE ONLY
31-10-93
Purchase Renewal
NA 3 Years

SUBJECT TO the covenants and provisions:
(i) implied by sections 84 and 85 of the Conveyancing Act, 1919 as are not expressly negatived or modified hereinafter;
(ii) set forth in the Memorandum filed in the Land Titles Office as Number **Annexure "A"** and
(iii) set forth in ~~SCHEDULE TWO~~ **Annexure "A"** hereto, which covenants and provisions shall be deemed to be incorporated herein.

Date **11 February 1991**

We hereby certify this lease to be correct for the purposes of the Real Property Act, 1900.

EXECUTION
Note (i)

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

The Common Seal of **RALIAN PTY LIMITED**

Signature of Witness

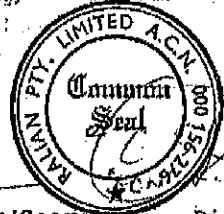
LIMITED was hereunto affixed

Name of Witness (BLOCK LETTERS)

in the presence of:

Address and occupation of Witness

[Signature]
Director/Secretary
[Signature]
Director



D

Note (j)

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

Signature of Witness

Name of Witness (BLOCK LETTERS)
ALAN RICHMOND BRAWN
SOLICITOR
42 DUNMORE STREET
WENTWORTHVILLE 2148

Address and occupation of Witness

TO BE COMPLETED BY LODGING PARTY
Notes (j) and (k)

LODGED BY PHILLIPS FOX & SOLICITORS 255 ELIZABETH STREET SYDNEY, 2000 Ref: TEL: 286 0000 REF SCH/REG 602T Delivery Box No:		LOCATION OF DOCUMENTS CT OTHER Herewith. In L.T.O. with 2525411 Produced by	
Checked EB9	Passed	REGISTERED -19 21 MAY 1991	Secondary Directions OVER
Signed	Extra Fee	Delivery Directions OVER	

443

[Handwritten initials]

Film with 2-bob/54



STATUTORY DECLARATION

I, RALPH WILLIAM PAYNE of 12/55 The Crescent, Fairlight in the State of New South Wales do solemnly and sincerely swear as follows:-

1. I am a Director of Ralian Pty Limited ("the Company").
2. The Company is the registered proprietor of the whole of the land contained in Certificate of Title Volume 8442 Folio 95 now being Folio Identifier B/410947 and is the Lessor of Shop 3, 108-120 Station Street, Wentworthville ("the Premises").
3. A Lease of the Premises was granted to Frank Pellegrino and Joan Pellegrino being registered Lease X267544.
4. The Lessees advised the Company that they did not wish to take up the option for renewal available under the Lease.
5. The Company has entered into a new Lease with Sharmans May.

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

Made and Subscribed

at *Planby*
this *17th* day of *February*
19*91*

before me:

J. Sharmans J.P.
.....
Justice of the Peace/Solicitor

ANDREWS & BACKHOUSE



SOLICITORS

LEVEL 16, 26 BLIGH STREET, SYDNEY, 2000
DX 10140 SYDNEY STOCK EXCHANGE
FACSIMILE (02) 221 7424 TELEPHONE (02) 233 1933

YOUR REF: MO/AMI
OUR REF:

25th March 1991

The Land Titles Office
Sydney

Dear Sir

Farrow Mortgage Services Pty Ltd and
Ralian Pty Ltd

and On behalf of our abovenamed client the mortgagee under mortgages ^{Y184207}
X586116 we hereby consent to Lease in favour of Sharmane May in
respect of Shop 3 at 108-120 Station Street, Wentworthville dated
11th February 1991 and authorised the use of folio identifier
B/410947 for the registration of the said Lease. The said Title
is at present under production with dealing Z525411.

Yours faithfully
ANDREWS & BACKHOUSE

PARTNERS

W. John Backhouse
Kenneth T. Andrews
Robert J. Jeremiah
Neil S. Mathison
Richard P. Anderson
Michael L. Oates

Geelong Office:
P.O. Box 42,
Level 3, 115 Myers Street,
Geelong, 3220,
Telephone: (052) 21 7168
Facsimile: (052) 21 8282
DX 22019 (Geelong)

Warrības Office:
Unit 10,
2-14 Station Street,
Warrības, 3030
Telephone: (03) 741 0077
Facsimile: (03) 742 6483
DX 30282 (Warrības)

B

THIS AND THE FOLLOWING 23 PAGES IS ANNEXURE "A" TO THE LEASE DATED THE DAY OF 1990 MADE BETWEEN RALIAN PTY LIMITED (AS LESSOR) AND SHARMAIN MAY (AS LESSEE)

PART 1 - INTERPRETATION AND DEFINITIONS

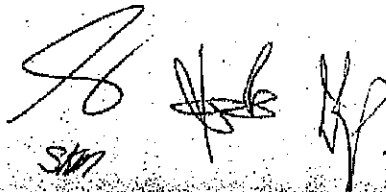
1.1 In this Lease unless the context otherwise requires a reference to:

- 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;
- 1.1.10 decorate or decoration in the context of the Premises means to clean and prepare in a good and workmanlike manner and then to paint with at least two coats of paint all parts of the Premises previously painted and to paper varnish and otherwise treat all part of the Premises previously so treated and to clean repaint make good and colour all brickwork stonework and plaster; and
- 1.1.11 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 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:

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- 1.2.1 "Building" means the land and improvements erected thereon described in Item 2 as modified extended altered or added to at any time.
- 1.2.2 "Common Parts" means any passageways, walkways, staircases, passages, elevators, lifts, entrances, lobbies, foyers, foyer decorations, gardens, pavements, lawns and other parts of the Building not demised or intended to be demised by the Lessor which are for the common use enjoyment or benefit of the lessees and other occupants of premises in the Building notwithstanding that they may not be of equal use enjoyment or benefit to all such lessees and occupants and notwithstanding that they may also be used enjoyed by or be of benefit to the public and Common Parts includes any car parking areas notwithstanding that any particular Lessee or occupant may have the right to use any such area or any part thereof.
- 1.2.3 "Further Term" means the period specified in Item 14.
- 1.2.4 "Guarantor" means the person or persons (if any) specified in Item 1.
- 1.2.5 "Head Lease" means the head lease (if any) referred to in Item 13.
- 1.2.6 "Index Number" means the Consumer Price Index Number for Sydney published from time to time by the Australian Bureau of Statistics.
- 1.2.7 "Initial Year" means the first year of this lease but does not include any year during the Further Term.
- 1.2.8 "Insurance Cost" means such yearly sum as shall represent:
- 1.2.8.1 the premium or premiums including stamp duty payable thereon (or in the event of the Building being insured with other premises the proportion of such premium or premiums as is determined by the Lessor as being attributable to the Building whose determination shall 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;
- 1.2.8.2 the premium or premiums paid or payable by the Lessor for insuring against loss of rent from time to time payable pursuant to this Lease and other leases of premises within the Building for such period as the Lessor shall require including the anticipated loss of rent following a rent review; and
- 1.2.8.3 the premium or premiums paid or payable by the Lessor for insuring all third party property owners and employers risks in relation to the



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Building and persons employed by the Lessor in or about the Building.

- 1.2.9 "Insured Risks" means fire lightning storm tempest and such other risks as the Lessor may from time to time reasonably consider it expedient to insure the Building against.
- 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 9.
- 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 the term hereby granted.
- 1.2.14 "Lessor's Services" means the services specified in Item 4 and any other service now or hereafter provided by the Lessor (at its discretion) for the benefit of the lessees and other occupants of premises in the Building notwithstanding that any such service may not be of equal benefit to all those lessees and may also be of benefit to members of the public.
- 1.2.15 "Outgoings" means and includes:
- 1.2.15.1 all rates taxes (including State Land Tax but on the assumption that the Building is the only property owned by the Lessor) 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 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;
- 1.2.15.2 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 provided that if the Building is 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;

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- 1.2.15.3 all charges for lighting, power, heating, air conditioning and ventilation incurred by the Lessor in relation to the Building;
- 1.2.15.4 the total cost from time to time to the Lessor of providing the Lessor's Services;
- 1.2.15.5 the Insurance Cost;
- 1.2.15.6 in the event the Building 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 relevant Body Corporate in respect of the Building, and
- 1.2.15.7 if the Lessor shall at any time so determine such sum but not exceeding ten per centum (10%) of the aggregate of the Outgoings (but excluding this item) in any year as the Lessor may reasonably determine to set aside as a fund to cover repairs renovations replacements and maintenance of the Building of a substantial but infrequent nature.
- 1.2.16 "Premises" means that part of the Building referred to 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 (with experience in assessing for properties of the same nature as the Premises) agreed upon by the Lessor and the Lessee or failing such agreement a valuer appointed by the Lessor, but if otherwise required by the Lessee, and advised prior to the Lessor nominating a valuer, by a Valuer appointed by the President or Secretary for the time being of the Australian Institute of Valuers.
- 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.

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- 1.4 The covenants powers and provisions implied in leases by virtue of the Conveyancing Act 1919 (as amended) are hereby expressly negated except in so far as they or some part of 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 of any of the provisions of this Lease to the detriment of the Lessor is hereby expressly excluded and negated.
- 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 includes 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 from time to time by the Lessor.

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- 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 vehicle.
- 2.1.5 The Lessor shall not be held responsible for the loss of or damage to any car 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 car or for any injury to any person howsoever such loss damage or injury may arise or be caused.
- 2.2 There is excepted and reserved from this demise as follows:
 - 2.2.1 the right to 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 or otherwise arising from its possession of the Building;
 - 2.2.2 the free and uninterrupted passage and running at all times of water soil gas electricity and other services from and to all other parts of the Building 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 land upon which the Building is erected.

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 rental payable monthly in advance equal to one-twelfth of the Rent lastly payable under this Lease and 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.

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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 the Lessee has duly performed 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 greater of:

3.2.1.1 the amount agreed upon by the Lessor and the Lessee as representing the full yearly open market value of the Premises (upon the assumption that the Premises have been duly repaired decorated maintained and cleaned in accordance with the Lessee's obligations pursuant to this Lease) including any car parking rights pursuant to Clause 2.1 at the date of commencement of such further term as between a willing lessor and a willing lessee with vacant possession for a term equal to the said further term and upon the terms and conditions of the further lease provided that if no agreement can be reached such amount shall be determined by a Valuer whose costs shall be borne equally by the Lessor and the Lessee unless otherwise awarded; and

3.2.1.2 the amount of the Rent lastly payable during the Term increased by the percentage specified in Item 17.

3.2.2 The rent commencement date to be specified in Item 6 of the Reference Schedule of such further lease shall be the commencement date of the Further Term.

3.2.3 The dates for review of rent to be specified in Item 8 of the Reference Schedule of such further lease shall be the dates specified in Item 15.

3.2.4 There shall be no option in such further lease for any further term and accordingly the further term to be specified in Item 14 of the Reference Schedule of such further lease shall be nil and the words "not applicable" shall be inserted in Item 15 of the Reference Schedule of such further lease.

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 to the Lessor from and including the Rent Commencement Date and thereafter throughout the Term (subject only to Clause 10.1.3) without any deduction and without demand the Rent 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; and

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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 acknowledges 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 shall be reviewed on each of the Review Dates in the following manner:

4.2.1 On each Review Date the Rent (being the Rent payable immediately prior to the relevant Review Date) shall automatically increase by the greater of the following:-

4.2.1.1 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 aforesaid the relevant publication of the Index Number shall be that published immediately prior to each Review Date or the date of commencement of the Term as the case may be, or

4.2.1.2 the amount equal to the percentage specified in Item 17 of the Rent payable for the period from the last preceding Review Date (or the date of commencement of the Term in the circumstances of the first Review Date) so that such increases are compounded on an annual basis.

4.2.2 In any case the Rent following any review shall not be less than the amount which is payable immediately prior to such Review Date.

4.2.3 If at any Review Date the Index Number has ceased to be published or in the reasonable opinion of the Lessor has substantially changed its character then upon any such Review Date the Rent shall (at the option of the Lessor) automatically increase to the amount agreed upon by the Lessor and the Lessee as representing the full yearly open market value of the Premises (upon the assumption that the Premises have been duly repaired, decorated, maintained and cleaned in accordance with the Lessee's obligations pursuant to this Lease) including any car parking rights pursuant to clause 2.1 upon the relevant Review Date as between a willing Lessor and a willing lessee with vacant possession for a term equal to the then unexpired residue of the Term together with the term of any further Lease which the Lessee has the option hereunder to take and upon the terms and conditions of this Lease provided that if no agreement can be reached such amount shall be determined at the request of either party by a Valuer.

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- 4.2.4 For the purposes 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 16.
- 4.2.5 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 4.2.1 or the new rent upon the grant of any further term pursuant to Clause 3.2 the Lessee shall:
- 4.2.5.1 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;
 - 4.2.5.2 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;
 - 4.2.5.3 pay to the Lessor interest on the amount payable pursuant to Clause 4.2, calculated at the Specified Rate from the relevant Review Date or commencement of the further term (as the case may be) to the date of its payment; and
 - 4.2.5.4 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 The Lessee covenants with the Lessor to pay the Lessee's Percentage of Outgoings to the Lessor as follows:
- 4.3.1 for the purposes of this Clause 4.3 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.
 - 4.3.2 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").
 - 4.3.3 The Lessor shall provide the Lessee with a copy of an Estimate prepared pursuant to Clause 4.3.2.
 - 4.3.4 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

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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.

4.3.5 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 the Lessee with 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.

4.3.6 This Clause 4.3 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.

4.4 The Lessee shall pay for all services supplied or provided to the Premises (including but without limiting the generality thereof gas electricity telephones and taxicab) 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.

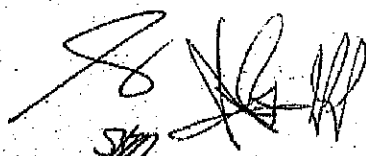
4.5 Notwithstanding anything contained in Part 4.3 at the option of the Lessor Outgoings are to be paid by the Lessee within fourteen (14) days of notification to the Lessee by the Lessor or the Lessor's Agent of the Lessee's Percentage of Outgoings.

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:

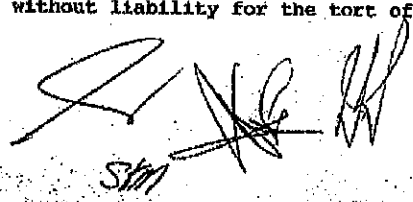
5.1.1 if the Rent or any part thereof or any other moneys (whether or not in the nature of Rent) shall be in arrears or unpaid for a period of fourteen (14) days (whether or not formally demanded);

5.1.2 if the 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;



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- 5.1.3 if in the event of the Lessee being a corporation:
- 5.1.3.1 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;
 - 5.1.3.2 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;
 - 5.1.3.3 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:
- 5.1.4.1 dies or becomes incapable of managing his own affairs;
 - 5.1.4.2 is declared bankrupt or makes any arrangement with his creditors;
- 5.1.5 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;
- 5.1.6 if 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;
- 5.1.7 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;
- 5.1.8 if a final judgment is entered in any Court against the Lessee and is not satisfied within twenty eight (28) days thereafter;
- 5.1.9 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 (forceably 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



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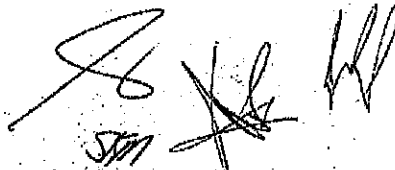
to the Lessee for any liability it may incur and without prejudice to any remedies which might otherwise be available to the Lessor to recover arrears of Rent or in respect to any antecedent breach of the covenants conditions restrictions agreements and regulations on the part of the Lessee expressed 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 had thereupon expired by effluxion of time but the Lessee shall remain liable for all rents 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 in 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 re-imbursed forthwith without the need for demand by the Lessee and if not so re-imbursed 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 Clause 13) by a respectable responsible and solvent person acceptable to the Lessor.

PART 6 - REPAIR AND 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 and keep the Premises in good and substantial repair decoration and condition 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 or the Building by the Lessee its servants agents invitees or any person claiming through or under the Lessee).
- 6.2 If required by the Lessor 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 serves the Premises with reputable companies first approved by the Lessor (whose approval shall not be unreasonably withheld) and produce to the Lessor at any



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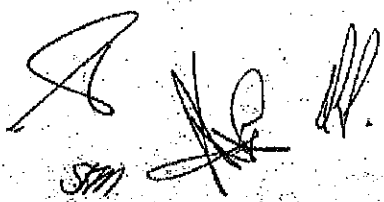
time upon demand such contracts and evidence that any sums due thereunder have been fully paid.

- 6.3 From time to time immediately 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 (excluding any heating and air conditioning plant not exclusively serving the Premises which is maintained by the Lessor as part of the Lessor's Services).
- 6.4 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 then removed pursuant to this lease) duly repaired and maintained in accordance with the covenants herein contained.
- 6.5 Permit the Lessor upon giving not less than two days at any time during the Term notice to the Lessee except in the case of emergency to enter upon the Premises:
- 6.5.1 to take a plan of or to examine the state of repair and conditions of the Premises and to take inventories; and
- 6.5.2 to execute repairs decorations alterations or other work to the Building 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.
- 6.6 At all times 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.
- 6.7 At all times keep waste, trash and garbage in proper receptacles.
- 6.8 At all times to keep the fire extinguishers hoses and other fire fighting or prevention equipment exclusively serving the Premises in good working order and condition and inspected at least once in every year of the Term by the relevant fire authority.
- 6.9 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 daily cleaning of the Premises with a reputable company first approved by the Lessor and produce to the Lessor at any time upon demand a copy of such contract.

PART 7 - USE OF AND CONDUCT ON PREMISES

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 10 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;



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- 7.1.3 as a dwelling or sleeping place or to keep any animals birds or other livestock;
- 7.1.4 for the carrying on of any auction sale;
- 7.1.5 except during the times specified in Item 11.
- 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 main 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.
- 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 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 of the Common Parts or to any road or laneway serving the Building and not to 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 Building) without the 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 Building 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 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 Building.
- 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.

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- 7.9 Not do any act or thing which in the opinion of the Lessor (as to which it need not give reasons) 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. For the purposes of this Clause the use permitted by Item 11 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 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 Building (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 certificate(s) of title in respect of the Building.
- 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 act reinstatement or removal works or alterations to the Premises:
- 7.15.1 ensure that such works and alterations are carried out in a good and workmanlike manner by licensed and reputable tradespersons; and
- 7.15.2 forthwith repair and reinstate any part of the Building 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 In the event that the Building 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 Strata Titles Act 1973 and its regulations and schedules and any by-laws of the relevant strata scheme.

PART 8 - INSURANCES AND INDEMNITIES

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 be not less than the amount specified in Item 12 (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.

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- 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 Clauses 8.1 and 8.2 the Lessor, any superior lessor, any person or persons nominated by the Lessor as being mortgagees of the Building and the Lessee.
- 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 Building.
- 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 Building 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 Building 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 Building or of any neighbouring premises or which may make void or voidable any policy of such insurance and reimburse the Lessor forthwith on demand 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).

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- 8.6 Inform the Lessor of any reason arising from the Lessee's use of the Premises why the Lessor's insurable interest in the Premises or in any adjoining premises may be affected.
- 8.7 In the event of the Premises 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 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 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 Clauses 9.2, 9.3 and 9.4. 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 the same 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 Clause 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 rent 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.

PART 10 - DESTRUCTION OF PREMISES

- 10.1 If during the term of this Lease the Building shall be destroyed or damaged by any of the Insured Risks so as to render the Premises or any substantial part thereof substantially unfit for the use and 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 four (4) weeks 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.

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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) shall abate and all or any remedies for the recovery of such Rent or such proportionate part thereof 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 or the Building in the event of damage thereto or destruction thereof.

PART 11 - LESSOR'S COVENANTS

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 aforesaid) insure and keep insured the Building against the Insured Risks and will whenever required (but not more than twice 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 in so far as the Lessor's Services relate to the provision of any heating lighting air conditioning or ventilation to the Building or the operation of any lifts in the Building the Lessor shall only be obliged to provide such Lessor's Services during normal working 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 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 any other dealing with the Lessee's interest herein or any other matter requiring the consent of the Lessor pursuant to 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 proceedings for enforcement of payment of rent or any other terms of this Lease.

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- 12.1.2 Upon the signing of this Lease the Lessor's reasonable legal costs and disbursements in connection with this Lease and the stamping and registration thereof.
- 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 last six months of the Term to enter the Premises and affix upon any suitable parts of the exterior thereof notice boards or other signs advertising the reletting or selling the same and the Lessee shall not remove or obscure such notices.
- 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 anything expressed in or implied by this Lease to carry out any structural repairs or works to the Building 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-tenant;
- 12.7.3 the employment of any person in the Premises by the Lessee or any sub-tenant;
- 12.7.4 the use of any fixtures fittings plant machinery or goods in the Premises by the Lessee or any sub-tenant;
- 12.7.5 the carrying out of any alterations or additions to the Premises by the Lessee or any sub-tenant 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-tenant of any plant machinery or other items (whether consented to by the Lessor or not)

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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 each covenant condition restriction rule and agreement expressed in or implied by this Lease on the Lessee's part to be performed and observed is a fundamental and essential term of this Lease.

12.8.3 The Lessor and the Lessee hereby expressly agree and acknowledge that if:

12.8.3.1 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);

12.8.3.2 the Lessee defaults in the due performance and observance of any other (than those relating to payment of Rent) covenant, condition, restriction, rule or agreement herein contained or implied on the Lessee's part to be performed or observed and in the case of a default which is capable of remedy has continued the default for more than twenty eight (28) days after notice from the Lessor requiring the default to be remedied;

12.8.3.3 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

12.8.3.4 the Lessee (being a corporation) becomes subject to an order for 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;

any such act matter or thing shall if the Lessor so elects (and the Lessor shall be deemed to have so elected if it

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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 be entitled to recover damages from the Lessee for the full extent of its loss arising out of such repudiation.

~~PART 13 REDEVELOPMENT OF PREMISES~~

- 13.1 The Lessor may give the Lessee six (6) months written notice of his intention to redevelop the premises.
- 13.2 At any time after the date of expiration of the six (6) month period stated in Part 13.1 the Lessor may by giving fourteen (14) days written notice to the Lessee determine the residue of the term of this Lease effective on and from the date of expiration of the Notice pursuant to this Part 13.2 but without prejudice to the rights and remedies of the Lessor against the Lessee in respect of any antecedent claim or breach of covenant by the Lessee.
- 13.3 Nothing herein contained or implied shall modify release vary or affect the liability of the Lessee to pay the Rent up to and including the date of determination of the lease pursuant to this Part nor entitle the Lessee to make any claim or demand on the Lessor as a result of the determination of the residue of the term of this Lease.

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THE REFERENCE SCHEDULE

ITEM 1: GUARANTOR:

Nil.

ITEM 2: BUILDING:

The whole of the Land comprised in Certificate of Title Volume 8442 Folio 95, now being Folio Identifier B/410947, together with the building erected thereon known as 108-120 Station Street, Wentworthville.

ITEM 3:

ANCILLARY RIGHTS:

The right to use the Common Parts in so far as is necessary for the purposes of access to and egress from the Premises.

ITEM 4:

LESSOR'S SERVICES:

1. The lighting, cleaning, maintenance, repairing (but not any repairing of a structural nature) and decorating of the Common Parts and the exterior and other parts of the Building not comprised or intended to be comprised in any lease of premises within the Building.
2. 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).
3. The provision of such caretaking and security services to the Building as the Lessor may from time to time reasonably deem necessary.
4. The operation and maintenance of any lifts and elevators in the Building.
5. The maintenance of the Lessor's fixtures in the Building (including any air conditioning heating and ventilation plant and equipment and lifts and elevators but excluding those included in the Premises).
6. The provision and maintenance of all necessary fire fighting and fire prevention equipment to the Common Parts.
7. The maintenance of any landscaped areas of the Building including the cost of mowing irrigation and the replacement of plants and trees.
8. 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.

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AND where the Lessors 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 Lessors Services for the purposes of Clause 1.2.14.4. of Annexure "A".

ITEM 5: INITIAL YEARLY AMOUNT:

Seventeen thousand and thirty five dollars and twenty cents (\$17,035.20)

ITEM 6: RENT COMMENCEMENT DATE:

1 November 1990

ITEM 7: MANNER OF PAYMENT OF RENT:

By equal monthly instalments of one thousand four hundred and nineteen dollars and sixty cents (\$1,419.60) in advance on the first day of each month. Notwithstanding the aforesaid the Lessee shall pay a reduced monthly instalment of one thousand two hundred and ninety dollars and fifty four cents (\$1,290.54) for the initial six months of the Term. The reduced monthly instalment shall be payable by the Lessee provided that each instalment is paid to the Lessor on or before the due date. In the event the Lessee neglects to pay the reduced monthly instalment on or before the due date the Lessee shall pay rent in accordance with this Lease as if no reduced monthly instalment was available to the Lessee. The Lessee shall pay a proportionate part of such instalment or reduced monthly instalment on the signing of this Lease for the period from the Rent Commencement Date to the first day of the following month. In the event the term expires on a day other than the last day of a month the last instalment shall be reduced proportionately.

ITEM 8: REVIEW DATES:

1 November 1991
1 November 1992

ITEM 9: LESSEE'S PERCENTAGE

7% provided that in the event that the net lettable area of the Building is increased or decreased the Lessee's percentage shall be reduced or increased accordingly.

ITEM 10: PERMITTED USE:

Hairstressing Salon.

ITEM 11: ACCESS TIMES:

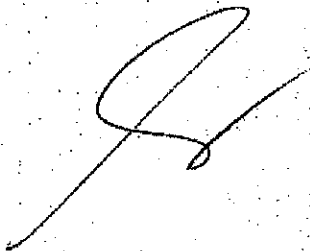
At all times.

ITEM 12: PUBLIC LIABILITY COVER:

\$5,000,000.00

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- ITEM 13: HEAD LEASE:
Not applicable.
- ITEM 14: FURTHER TERM:
Three (3) years.
- ITEM 15: REVIEW DATES IN FURTHER LEASE:
1 November 1994.
1 November 1995
- ITEM 16: INITIAL YEARLY AMOUNT ATTRIBUTABLE TO CAR PARKING:
Not applicable.
- ITEM 17: PERCENTAGE RATE FOR RENT INCREASES:
10%.





STAMP DUTY

STATE REVENUE
 STAMP DUTY
 \$1134.35
 1993/94 P20
 CONVEYANCE - RUMER



193326

LEASE

REAL PROPERTY ACT, 1900
 (To be lodged in duplicate)
 (See Instructions for Completion issued as Form RP 18)

of 1X R1/1
 \$106

DESCRIPTION OF LAND
 Note (a)

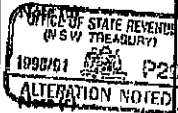
LAND of which LESSOR is registered proprietor		
Torrens Title Reference	If part or premises, see note (a) (i)	Location
FI B/410947	WHOLE PART The premises described in the Reference Schedule hereto being part building erected on the said land. See annexure A	Wentworthville

LESSOR
 Note (b)

RALIAN PTY LIMITED of Unit 53, Kilburn Towers, 1 Addison Road, Manly. **D**

(the abovenamed LESSOR) hereby leases to the LESSEE at the request of the Guarantors

LESSEE



J K N HOLDINGS PTY LIMITED of 1 Rowe St Eastwood
 as joint tenants/tenants in common

OFFICE USE ONLY
 OVER.

Note (h)

the land and premises above described, subject to the following PRIOR ENCUMBRANCES 1. X586116

PRIOR ENCUMBRANCES

2. Y184206 3.

Note (d)

TERM
 Note (e)

for a TERM of Five (5) years commencing on 26 11 / 89 and TERMINATING on 25 11 / 94

Note (f)

Part ONE (with an OPTION TO PURCHASE and/or an OPTION OF RENEWAL as set forth in clause 3 of SCHEDULE TWO hereto,

Note (g)

together with and reserving the rights and liberties set forth in SCHEDULE ONE hereto), and

Note (h)

SUBJECT TO the covenants and provisions:

- (i) Implied by sections 84 and 85 of the Conveyancing Act, 1919 as are not expressly negated or modified herein;
- (ii) set forth in the Memorandum filed in the Registrar-General's Office as Number 1005;
- (iii) set forth in SCHEDULE TWO hereto, which covenants and provisions shall be deemed to be incorporated herein.

DATE 24 MAR 1990

EXECUTION

Note (i)

We hereby certify this lease to be 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 RALIAN PTY LIMITED

Signature of Witness

LIMITED was hereunto affixed

Name of Witness (BLOCK LETTERS)

in the presence of:

Address and occupation of Witness

Director/Secretary

Director

Signature of Lessor

Note (j)

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

The Common Seal of J K N HOLDINGS

Signature of Witness

PTY LIMITED was hereunto affixed

Name of Witness (BLOCK LETTERS)

in the presence of:

Address and occupation of Witness

Director/Secretary

Director

Signature of Lessee

TO BE COMPLETED BY LODGING PARTY
 Notes (j) and (k)

LODGED BY PHILLIPS FOX SOLICITORS 17th LEVEL, 20 BOND STREET, SYDNEY, 2000 Delivery Book Number 1039-8907 REF: SCH/REG		LOCATION OF DOCUMENTS	
Checked D. Kessell EB 17	REGISTERED 6021 -19 6 SEP 1990	CT	OTHER
Signed Extra Fee			Herewith.
			In R.G.O. with
			Produced by
		Secondary Directions	
		Delivery Directions	

OFFICE USE ONLY

S 106

200106053

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SCHEDULE ONE HEREINBEFORE REFERRED TO

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;

1.1.10 decorate or decoration in the context of the Premises means to clean and prepare in a good and workmanlike manner and then to paint with at least two coats of paint all parts of the Premises previously painted and to paper varnish and otherwise treat all part of the Premises previously so treated and to clean repaint make good and colour all brickwork stonework and plaster at the times required by the Lessor but not more frequently than once during the Term; and

1.1.11 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 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 2 as modified extended altered or added to at any time.

1.2.2 "Common Parts" means any passageways, walkways, staircases, passages, elevators, lifts, entrances, lobbies, foyers, foyer decorations, gardens, pavements, lawns and other parts of the

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Building not demised or intended to be demised by the Lessor which are for the common use enjoyment or benefit of the lessees and other occupants of premises in the Building notwithstanding that they may not be of equal use enjoyment or benefit to all such lessees and occupants and notwithstanding that they may also be used enjoyed by or be of benefit to the public and Common Parts includes any car parking areas notwithstanding that any particular Lessee or occupant may have the right to use any such area or any part thereof.

- 1.2.3 "Further Term" means the period specified in Item 14.
- 1.2.4 "Guarantor" means the person or persons (if any) specified in Item 16.
- 1.2.5 "Index Number" means the Consumer Price Index Number for Sydney all groups as published from time to time by the Australian Bureau of Statistics.
- 1.2.6 "Insurance Cost" means such yearly sum as shall represent:
- 1.2.6.1 the premium or premiums (or in the event of the Building being insured with other premises the proportion of such premium or premiums as is determined by the Lessor as being attributable to the Building whose determination shall 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;
 - 1.2.6.2 the premium or premiums paid or payable by the Lessor for insuring against loss of rent from time to time payable pursuant to this Lease and other leases of premises within the Building for such period as the Lessor shall require including the anticipated loss of rent following a rent review; and
 - 1.2.6.3 the premium or premiums paid or payable by the Lessor for insuring all third party property owners and employers risks in relation to the Building and persons employed by the Lessor in or about the Building.
- 1.2.7 "Insured Risks" means fire lightning storm tempest and such other risks as the Lessor may from time to time reasonably consider it expedient to insure the Building against.
- 1.2.8 "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.
- 1.2.9 "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.

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1.2.10 "Lessee's Percentage" means the percentage specified in Item 9.

1.2.11 "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 the term hereby granted.

1.2.12 "Lessor's Services" means the services specified in Item 4 and any other service now or hereafter provided by the Lessor (at its discretion) for the benefit of the lessees and other occupants of premises in the Building notwithstanding that any such service may not be of equal benefit to all those lessees and may also be of benefit to members of the public.

1.2.13 "Outgoings" means and includes:

1.2.13.1 all rates taxes (including State Land Tax but on the assumption that the Building is the only property owned by the Lessor) 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 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;

1.2.13.2 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 provided that if the Building is 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;

1.2.13.3 all charges for lighting, power, heating, air conditioning and ventilation incurred by the Lessor in relation to the Building;

1.2.13.4 the total cost from time to time to the Lessor of providing the Lessor's Services;

1.2.13.5 the Insurance Cost;

1.2.13.6 all management fees.

1.2.14 "Premises" means that part of the Building referred to 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

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heating air conditioning and ventilation plant not exclusively serving the Premises).

- 1.2.15 "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.
- 1.2.16 "Rent Commencement Date" means the date specified in Item 6.
- 1.2.17 "Review Dates" means those dates specified in Item 8.
- 1.2.18 "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.
- 1.2.19 "Term" means the term granted by this Lease.
- 1.2.20 "Valuer" means a valuer (with experience in assessing for properties of the same nature as the Premises) agreed upon by the Lessor and the Lessee or failing such agreement a valuer appointed by the Lessor, but if otherwise required by the Lessee, and advised prior to the Lessor nominating a Valuer, by a Valuer appointed by the President or Secretary for the time being of the Australian Institute of Valuers.
- 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 representations 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 of 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.

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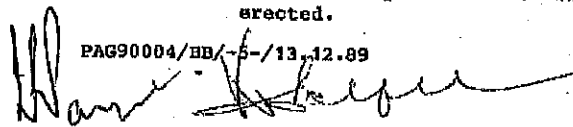
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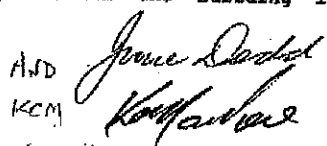
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- 1.10 The Lessor shall be entitled to exercise any right on its behalf expressed in or implied by this Lease by itself, its employees agents servants or contractors.
- 1.11 To the extent permitted by law the application to this Lease and the provisions 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 of 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 from time to time by the Lessor.
 - 2.1.2 The Lessee shall not permit or allow any motor vehicle to be cleaned greased oiled washed or repaired in any part of the Building.
 - 2.1.3 The Lessor shall not be held responsible for the loss of or damage to any car 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 car or for any injury to any person howsoever such loss damage or injury may arise or be caused.
- 2.2 There is excepted and reserved from this demise as follows:
 - 2.2.1 the right to 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 or otherwise arising from its possession of the Building;
 - 2.2.2 the free and uninterrupted passage and running at all times of water soil gas electricity and other services from and to all other parts of the Building 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 land upon which the Building is erected.

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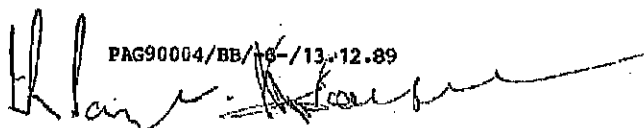
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PART 3 - HOLDING OVER AND OPTION FOR FURTHER TERM

- 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 rental payable monthly in advance equal to one-twelfth of the Rent lastly payable under this Lease and 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 the Lessee has duly performed 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 greater of:
- 3.2.1.1 the amount agreed upon by the Lessor and the Lessee as representing the full yearly open market value of the Premises (upon the assumption that the Premises have been duly repaired decorated maintained and cleaned in accordance with the Lessee's obligations pursuant to this Lease) including any car parking rights pursuant to Clause 2.1 at the date of commencement of such further term as between a willing lessor and a willing lessee with vacant possession for a term equal to the said further term and upon the terms and conditions of the further lease provided that if no agreement can be reached such amount shall be determined by a Valuer whose costs shall be borne equally by the Lessor and the Lessee unless otherwise awarded; and
- 3.2.1.2 the amount of the Rent lastly payable during the Term increased by the percentage specified in Item 1.
- 3.2.2 The rent commencement date to be specified in Item 6 of the Reference Schedule of such further lease shall be the commencement date of the Further Term.
- 3.2.3 The dates for review of rent to be specified in Item 8 of the Reference Schedule of such further lease shall be the dates specified in Item 15.
- 3.2.4 There shall be no option in such further lease for any further term and accordingly the further term to be specified in Item 14 of the Reference Schedule of such further lease shall be nil and the words "not applicable" shall be inserted in Item 15 of the Reference Schedule of such further lease.

PART 4 - RENT AND OUTGOINGS

- 4.1 The Lessee hereby covenants with the Lessor that it shall:

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- 4.1.1 without demand or deduction pay to the Lessor from and including the Rent Commencement Date and thereafter throughout the Term (subject only to Clause 10.1.3) without any deduction and without demand the Rent 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; and
- 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 acknowledges 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 shall be reviewed on each of the Review Dates in the following manner:
- 4.2.1 On each Review Date the Rent (being the Rent payable immediately prior to the relevant Review Date) shall automatically increase by the greater of the following:-
- 4.2.1.1 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 aforesaid the relevant publication of the Index Number shall be that published immediately prior to each Review Date or the date of commencement of the Term as the case may be.
- 4.2.1.2 the amount equal to the percentage specified in Item 1 so that such increases are compounded on an annual basis.
- 4.2.2 In any case the Rent following any review shall not be less than the amount which is payable immediately prior to such Review Date.
- 4.2.3 If at any Review Date the Index Number has ceased to be published or in the reasonable opinion of the Lessor has substantially changed its character then upon any such Review Date the Rent shall (at the option of the Lessor) automatically increase to the amount agreed upon by the Lessor and the Lessee as representing the full yearly open market value of the Premises (upon the assumption that the Premises have been duly repaired, decorated, maintained and cleaned in accordance with the Lessee's obligations pursuant to this Lease) including any car parking rights pursuant to clause 2.1 upon the relevant Review Date as between a willing lessor and a willing lessee with vacant possession for a term equal to the then unexpired residue of the Term together with the term of any further Lease which the Lessee has the option hereunder

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to take and upon the terms and conditions of this Lease provided that if no agreement can be reached such amount shall be determined at the request of either party by a Valuer.

4.2.4 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 4.2.1 or the new rent upon the grant of any further term pursuant to Clause 3.2 the Lessee shall:-

4.2.4.1 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;

4.2.4.2 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;

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

4.3.1 for the purposes of this Clause 4.3 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.

4.3.2 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").

4.3.3 The Lessor shall provide the Lessee with a copy of an Estimate prepared pursuant to Clause 4.3.2.

4.3.4 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) such payment shall be made within fourteen (14) days of the Estimate being forwarded to the Lessee.

4.3.5 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 the Lessee with 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

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the Lessee pursuant to an Estimate) which amount shall be paid forthwith.

4.3.6 This Clause 4.3 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.

4.4 The Lessee shall pay for all services supplied or provided to the Premises 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.

4.5 Notwithstanding anything contained in Part 4.3 at the option of the Lessor Outgoings are to be paid by the Lessee within fourteen (14) days of notification to the Lessee by the Lessor or the Lessor's Agent of the Lessee's Percentage of Outgoings.

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 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:

5.1.3.1 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;

5.1.3.2 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;

5.1.3.3 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:

5.1.4.1 dies or becomes incapable of managing his own affairs;

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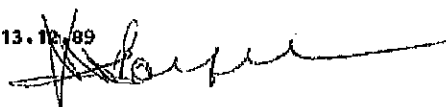
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- 5.1.4.2 is declared bankrupt or makes any arrangement with his creditors;
- 5.1.5 if any execution or other process of any Court or other authority issues out against or is levied upon any of the property of the Lessee;
- 5.1.6 if any warranty or 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 judgment 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 (forceably 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 had thereupon expired by effluxion of time but the Lessee shall remain liable for all rents 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 in 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 re-imbursed forthwith without the need for demand by the Lessee and if not so re-imbursed shall be recoverable as rent in arrears without notice.




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PART 6 - REPAIR AND MAINTENANCE OF PREMISES

The Lessee hereby covenants with the Lessor that it shall:

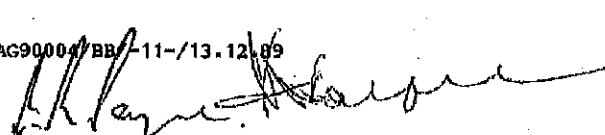
- 6.1 At all times during the Term and during any period of holding over repair and keep the Premises in good and substantial repair decoration and condition to the satisfaction of the Lessor (damage by any of the Insured Risks excepted provided that no policy of insurance effected by the Lessor has been rendered void or voidable by virtue of any act matter or thing done upon the Premises or the Building by the Lessee its servants agents invitees or any person claiming through or under the Lessee).
- 6.2 From time to time immediately 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 (excluding any heating and air conditioning plant not exclusively serving the Premises which is maintained by the Lessor as part of the Lessor's Services).
- 6.3 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 then removed pursuant to this Lease) duly repaired and maintained in accordance with the covenants herein contained.
- 6.4 Permit the Lessor upon giving not less than two days at any time during the Term notice to the Lessee except in the case of emergency to enter upon the Premises:
 - 6.4.1 to take a plan of or to examine the state of repair and conditions of the Premises and to take inventories; and
 - 6.4.2 to execute repairs decorations alterations or other work to the Building 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.
- 6.5 At all times 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.
- 6.6 At all times keep waste, trash and garbage in proper receptacles.
- 6.7 At all times to keep the fire extinguishers hoses and other fire fighting or prevention equipment exclusively serving the Premises in good working order and condition and inspected at least once in every year of the Term by the relevant fire authority.

PART 7 - USE OF AND CONDUCT ON PREMISES

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 10 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;

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- 7.1.3 as a dwelling or sleeping place or to keep any animals birds or other livestock;
- 7.1.4 for the carrying on of any auction sale;
- 7.1.5 except during the times specified in Item 11.
- 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.
- 7.3 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 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 of the Common Parts or to any road or laneway serving the Building and not to 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 Building) without the 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 Building 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 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 Building.
- 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 opinion of the Lessor (as to which it need not give reasons) 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. For

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Wayne [Signature]

AND
KOR

Jane Daddol [Signature]
[Signature]

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the purposes of this Clause the use permitted by Item 10 will not constitute 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 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 Building (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 certificate(s) of title in respect of the Building.
- 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 act reinstatement or removal works or alterations to the Premises:
- 7.15.1 ensure that such works and alterations are carried out in a good and workmanlike manner by licensed and reputable tradespersons; and
- 7.15.2 forthwith repair and reinstate any part of the Building damaged or defaced in carrying out such works or alterations to the satisfaction of the Lessor.

PART B - INSURANCES AND INDEMNITIES

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 be not less than the amount specified in Item 12 (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.
- 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 Clauses 8.1 and 8.2 the Lessor, any person or persons nominated by the Lessor as being mortgagees of the Building and the Lessee.
- 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:

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Wayne Harper

AND

June Deaton
Kerr

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- 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 Building;
- 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 use of the Premises and the Common Parts by any Lessee Party;
- 8.4.5 The carrying out of any additions or alterations or other works to the Premises by any Lessee Party;
- 8.4.6 The use by any Lessee Party of any car parking facilities in the Building permitted by this Lease; and
- 8.4.7 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 Building 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 Building or of any neighbouring premises or which may make void or voidable any policy of such insurance and reimburse the Lessor forthwith on demand 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 why the Lessor's insurable interest in the Premises or in any adjoining premises may be affected.
- 8.7 In the event of the Premises 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 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 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 this Part. 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.

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AND *Jane Dodd*
KCM *[Signature]*

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- 9.2 If the intended assignee or sub lessee shall be a company then the directors or principal shareholders of the same shall if the Lessor so requires act as guarantors and provide a guarantee in the form required by the Lessor.
- 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 rent 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.

PART 10 - DESTRUCTION OF PREMISES

- 10.1 If during the term of this Lease the Building shall be destroyed or damaged by any of the Insured Risks so as to render the Premises or any substantial part thereof substantially unfit for the use and 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 four (4) weeks 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) shall abate and all or any remedies for the recovery of such Rent or such proportionate part thereof 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 or the Building in the event of damage thereto or destruction thereof.

PART 11 - LESSOR'S COVENANTS

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.

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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 aforesaid) insure and keep insured the Building against the Insured Risks and will whenever required (but not more than twice in every calendar year) produce a certificate to the Lessee in respect of such insurance.

PART 12 - GENERAL

12.1 The Lessee hereby covenants with the Lessor to pay to the Lessor on demand:

12.1.1 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 any other dealing with the Lessee's interest herein or any other matter requiring the consent of the Lessor pursuant to 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 proceedings for enforcement of payment of rent or any other terms of this Lease.

12.1.2 Upon the signing of this Lease the Lessor's legal costs and disbursements in connection with this Lease and the stamping and registration thereof.

12.1.3 Upon demand by the Lessor 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 last six months of the Term to enter the Premises and affix upon any suitable parts of the exterior thereof notice boards or other signs advertising the reletting or selling the same and the Lessee shall not remove or obscure such notices.

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.

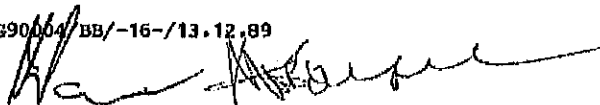
12.5 The Lessee shall be responsible for protecting and keeping safe the Premises from theft and robbery and shall keep all windows and doors properly locked at all times that the Premises are unoccupied.

12.6 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 Building unless the same arise (whether directly or indirectly) as a result of any of the following:

12.6.1 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;

12.6.2 the use or occupation of the Premises by the Lessee or any sub-tenant;

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ANB *Jana Dool*

Korn *Kullakae*

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- 12.6.3 the employment of any person in the Premises by the Lessee or any sub-tenant;
- 12.6.4 the use of any fixtures fittings plant machinery or goods in the Premises by the Lessee or any sub-tenant;
- 12.6.5 the carrying out of any alterations or additions to the Premises by the Lessee or any sub-tenant or the reinstatement of the Premises following any alterations or additions thereto; and
- 12.6.6 the bringing on to the Premises by the Lessee or any sub-tenant 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.

12.7 Notwithstanding anything to the contrary expressed in or implied by this Lease:

12.7.1 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.

12.7.2 The Lessor and the Lessee hereby expressly agree and acknowledge that the covenants conditions restrictions rules and agreements expressed in or implied by Parts 3, 4, 6, 7, 8 and 9 of this Lease on the Lessee's part to be performed and observed are fundamental and essential terms of this Lease.

12.7.3 The Lessor and the Lessee hereby expressly agree and acknowledge that if:

12.7.3.1 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);

12.7.3.2 the Lessee defaults in the due performance and observance of any other (than those relating to payment of Rent) covenant, condition, restriction, rule or agreement herein contained or implied on the Lessee's part to be performed or observed and in the case of a default which is capable of remedy has continued the default for more than twenty eight (28) days after notice from the Lessor requiring the default to be remedied;

12.7.3.3 the Lessee (being a natural person) commits any act of bankruptcy or has his estate sequestrated in bankruptcy or assigns his estate for the

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Asst. James Dodd
KOM [Handwritten signature]

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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

12.7.3.4 the Lessee (being a corporation) becomes subject to an order for 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;

any such act matter or thing shall if the Lessor so elects (and the Lessor shall 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 be entitled to recover damages from the Lessee for the full extent of its loss arising out of such repudiation.

PART 13 - GUARANTEE

13.1 In consideration of the Lessor at the request of the person or persons named in Item 16 of the Reference Schedule (which person or persons are hereinafter called "the Guarantor") entering into the Lease with the Lessee the Guarantor covenants and agrees with the Lessor that:-

13.1.1 The Guarantor guarantees to the Lessor that it will be with the Lessee jointly and severally liable to the Lessor for the due payment of all Rents and other moneys to be paid by the Lessee under the Lease and the due performance and observance by the Lessee of all the covenants, terms and conditions of the Lease on the part of the Lessee to be performed and observed.

13.1.2 The Guarantor will indemnify the Lessor and agrees at all times hereafter to keep the Lessor indemnified from and against all losses and expenses which the Lessor may suffer or incur in consequence of any breach or non-observance of any of the covenants, terms and condition of the Lease on the part of the Lessee to be performed or observed and the Guarantor agrees that it shall remain liable to the Lessor under this indemnity notwithstanding as a consequence of such breach or non-observance the Lessor has exercised any of its rights under the Lease including its rights of re-entry and notwithstanding that the Lessee (being a Company) may be wound up or dissolved or being a natural person may be declared bankrupt and notwithstanding that the guarantee given by any person or corporation named in Item 16 of the Reference Schedule may for any reason whatsoever be unenforceable either in whole or in part.

13.1.3 On any default or failure by the Lessee to observe and perform any of the covenants, terms and conditions of the Lease the Guarantor will forthwith on demand by the Lessor pay the Rent and make good to the Lessor all losses and expenses sustained or incurred by the Lessor by reason or in consequence of any such default or failure by the Lessee in the payment of rent or in performing or observing any of the covenants, terms and conditions of the Lease without the necessity of any prior demand having been made on the Lessee.

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KOP *[Handwritten signature]*

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- 13.1.4 The liability of the Guarantor under this guarantee and indemnity shall not be affected by the granting of time or any other indulgence to or by the compounding, compromise, release, abandonment, waiver, variation or renewal of any of the rights of the Lessor against the Lessee or any person or corporation named in Item 16 of the Reference Schedule or by any neglect or omission to enforce such rights or by any other thing which under the law relating to sureties would or might but for this provision release the Guarantor in whole or in part from its obligations under this guarantee.
- 13.1.5 Notwithstanding that as between the Guarantor and the Lessee the Guarantor may be a surety only nevertheless as between the Guarantor and the Lessor the Guarantor shall be deemed to be a primary debtor and contractor jointly and severally with the Lessee.
- 13.1.6 To the fullest extent permitted by law the Guarantor hereby waives such of its rights as surety or indemnifier (legal, equitable, statutory or otherwise) which may at any time be inconsistent with any of the provisions of the guarantee and indemnity contained in this Part.
- 13.1.7 The covenants and agreements made or given by the Guarantor shall not be conditional or contingent in any way or dependent upon the validity or enforceability of the covenants and agreements of any other person and shall be and remain binding notwithstanding that any other person shall not have executed or duly executed the Lease or this guarantee and indemnity.
- 13.1.8 If the Lease shall contain an option for a further lease and the Lessee shall exercise such option the grant of such a further lease shall be subject to the Guarantor guaranteeing the obligations of the Lessee under such further Lease and indemnifying the Lessor in respect thereof in the terms of the guarantee and indemnities contained in this Part.
- 13.1.9 The obligations of the Guarantor under the guarantee and indemnity contained in this Part shall continue to remain in force until all rent or other moneys payable pursuant to the Lease shall have been paid and until all other obligations and indemnities shall have been performed, observed and satisfied and such obligations shall not be reduced or affected by any notice to quit given by either party to the Lease or the death, imprisonment, mental illness, insolvency, liquidation or dissolution of the Lessee or any person or corporation named in Item 16 of the Reference Schedule.

Warwick Brown

ADD June Deodol
Ken *K. M. M. M.*

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THE REFERENCE SCHEDULE

ITEM 1: PERCENTAGE RATE FOR RENT INCREASES:

10%.

ITEM 2: BUILDING:

Shop No.4, Sallian Centre, 108-120 Station Street, Wentworthville as shown on the Plan annexed to the Lease between the parties and marked with the letter "A".

ITEM 3: ANCILLARY RIGHTS:

Subject as contained in the Lease, full right and liberty to use in common with the Lessor and other Lessees and tenants of the building and all other persons entitled thereto during usual business hours the toilets at the rear of Shop 5 shown on the Plan, the covered walkway fronting Station Street, passages and areas giving access to the Premises and the said toilets (but for the purpose of access and egress to and from the Premises and the said toilets only. And whilst on foot without animals or vehicles except for truck bay in which case vehicles shall only stand a reasonable time for the purpose of loading and unloading.

ITEM 4: LESSOR'S SERVICES:

1. The lighting, cleaning, maintenance, repairing (but not any repairing of a structural nature) and decorating of the Common Parts and the exterior and other parts of the Building not comprised or intended to be comprised in any lease of premises within the Building.
2. The provision and maintenance of all necessary fire fighting and fire prevention equipment to the Common Parts.
3. The maintenance of any landscaped areas of the Building including the cost of mowing irrigation and the replacement of plants and trees.
4. 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 Lessors Services for the purposes of calculating the Outgoings.

ITEM 5: INITIAL YEARLY AMOUNT:

Forty six thousand four hundred and nineteen dollars and seventy two cents (\$46,419.72).

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Wayne [Signature]

AFO *June Dodd*
Ken *Kulaha*

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- ITEM 6: RENT COMMENCEMENT DATE:
26 November 1989.
- ITEM 7: MANNER OF PAYMENT OF RENT:
By equal monthly instalments in advance on the first day of each month. The Lessee shall pay a proportionate part of such instalment on the signing of this Lease for the period from the Rent Commencement Date to the first day of the following month. In the event the Term expires on a day other than the last day of a month the last instalment shall be reduced proportionately.
- ITEM 8: REVIEW DATES:
Each anniversary of the date of commencement of the term of the Lease.
- ITEM 9: LESSEE'S PERCENTAGE
30% provided that in the event that the net lettable area of the Building is increased or decreased the Lessee's percentage shall be reduced or increased accordingly.
- ITEM 10: PERMITTED USE:
Pharmacy and Toy Shop.
- ITEM 11: ACCESS TIMES:
At all times.
- ITEM 12: PUBLIC LIABILITY COVER:
\$5,000,000.00.
- ITEM 13: HEAD LEASE:
Not applicable.
- ITEM 14: FURTHER TERM:
Five (5) years.
- ITEM 15: REVIEW DATES IN FURTHER LEASE:
Each anniversary of the date of commencement of the term of the Further Lease.
- ITEM 16: GUARANTEE
(i) Kenneth Christopher Macrae, 39 Greenhaven Drive, Pennant Hills.
(ii) ~~June Audrey Dodd~~ ^{AUDREY JUNE} Audrey Dodd, 23 Ernest Street, Hunters Hill.

June Dodd
A.C.
Kam *Kam*

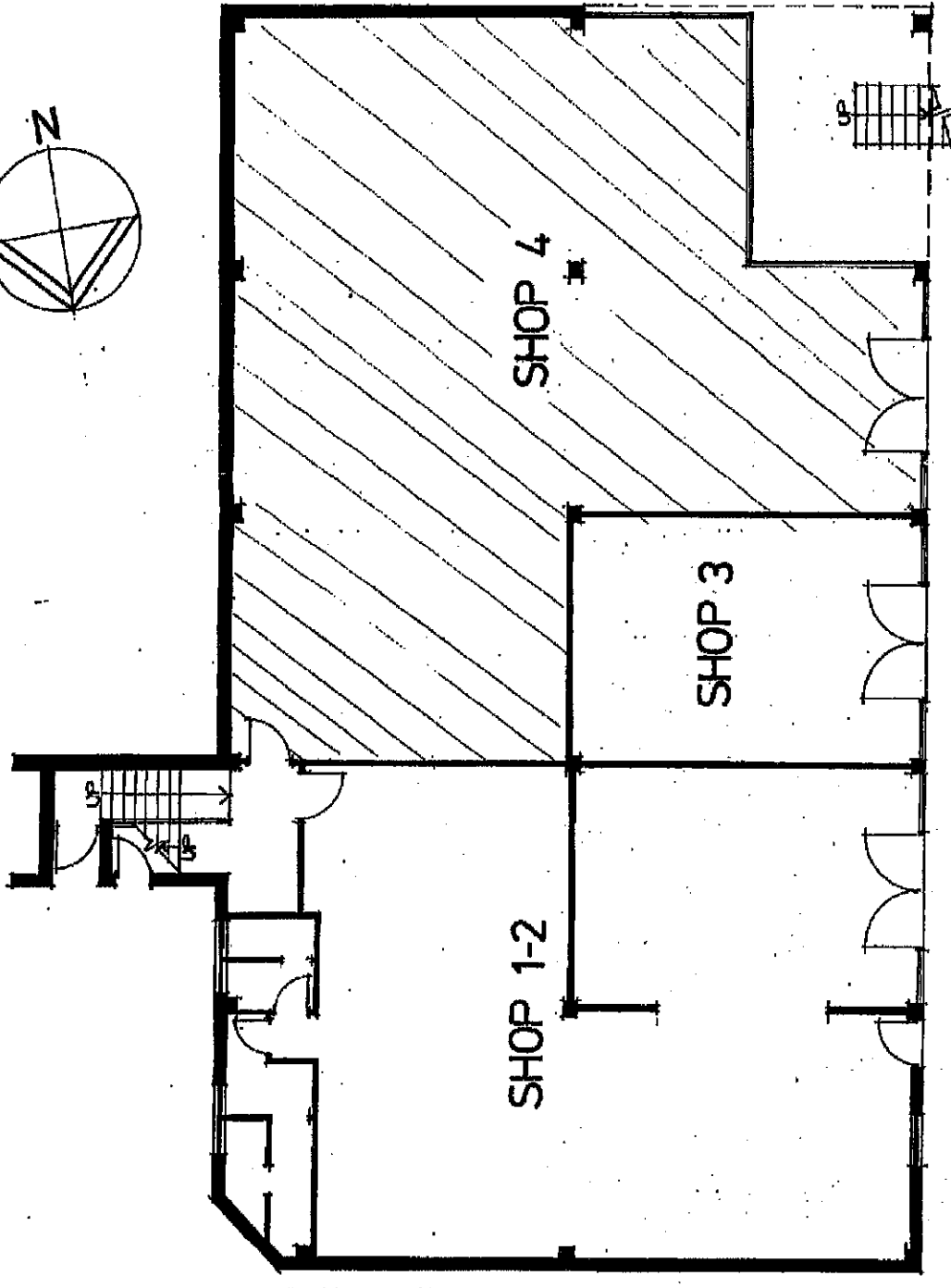
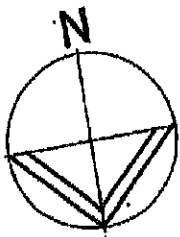
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INDEX

(PAGE 1)	PART 1:	INTERPRETATION AND DEFINITIONS
(PAGE 5)	PART 2:	ANCILLARY RIGHTS, ACCEPTIONS AND RESERVATIONS
(PAGE 6)	PART 3:	HOLDING OVER AND OPTION FOR FURTHER TERM
(PAGE 7)	PART 4:	RENT AND OUTGOINGS
(PAGE 9)	PART 5:	DEFAULT AND DEPERMINATION
(PAGE 11)	PART 6:	REPAIR AND MAINTENANCE OF PREMISES
(PAGE 11)	PART 7:	USE OF AND CONDUCT ON PREMISES
(PAGE 13)	PART 8:	INSURANCES AND INDEMNITIES
(PAGE 14)	PART 9:	ALIENATION
(PAGE 15)	PART 10:	DESTRUCTION OF PREMISES
(PAGE 15)	PART 11:	LESSOR'S COVENANTS
(PAGE 16)	PART 12:	GENERAL
(PAGE 18)	PART 13:	GUARANTEE

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STATION STREET

108-120 STATION ST.
WENTWORTHVILLE

DRWG. N° 1363/50

TENANCY PLAN GROUND FLOOR
SCALE 1:100

Handwritten signatures and names: K. McCall, J. McCall, D. H. Payne, R. Payne

APPENDIX E

CURRENT AND HISTORICAL AERIAL PHOTOGRAPHS




HISTORICAL AERIAL PHOTOGRAPHS - 1928



www.nsw.gov.au

LEGEND

 Site Boundary

ABN 75 050 212 710

Aargus Pty Limited

Environment – Remediation – Geotechnical Engineering

PROJECT DETAILS

Project Title	Preliminary Site Investigation
Project No.	ES6206
Client	Beaini Projects Pty Ltd
Site Address	108 Station Street, Wentworthville NSW



DRAWING DETAILS


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Drawn by	CK	Date	27.03.2015
Approved by	MK	Date	27.03.2015

HISTORICAL AERIAL PHOTOGRAPHS – 1951



s.six.nsw.gov.au

LEGEND

 Site Location

ABN 75 050 212 710

Aargus Pty Limited

Environment – Remediation – Geotechnical Engineering

PROJECT DETAILS

Project Title	Preliminary Site Investigation
Project No.	ES6206
Client	Beaini Projects Pty Ltd
Site Address	108 Station Street, Wentworthville NSW



DRAWING DETAILS

Figure No.	B	Rev No.	0
Scale	As above	Size	A3
Drawn by	CK	Date	27.03.2015
Approved by	MK	Date	27.03.2015

HISTORICAL AERIAL PHOTOGRAPHS - 1970



maps.six.nsw.gov.au

LEGEND
 Site Location

ABN 75 050 212 710

Aargus Pty Limited

Environment – Remediation – Geotechnical Engineering

PROJECT DETAILS

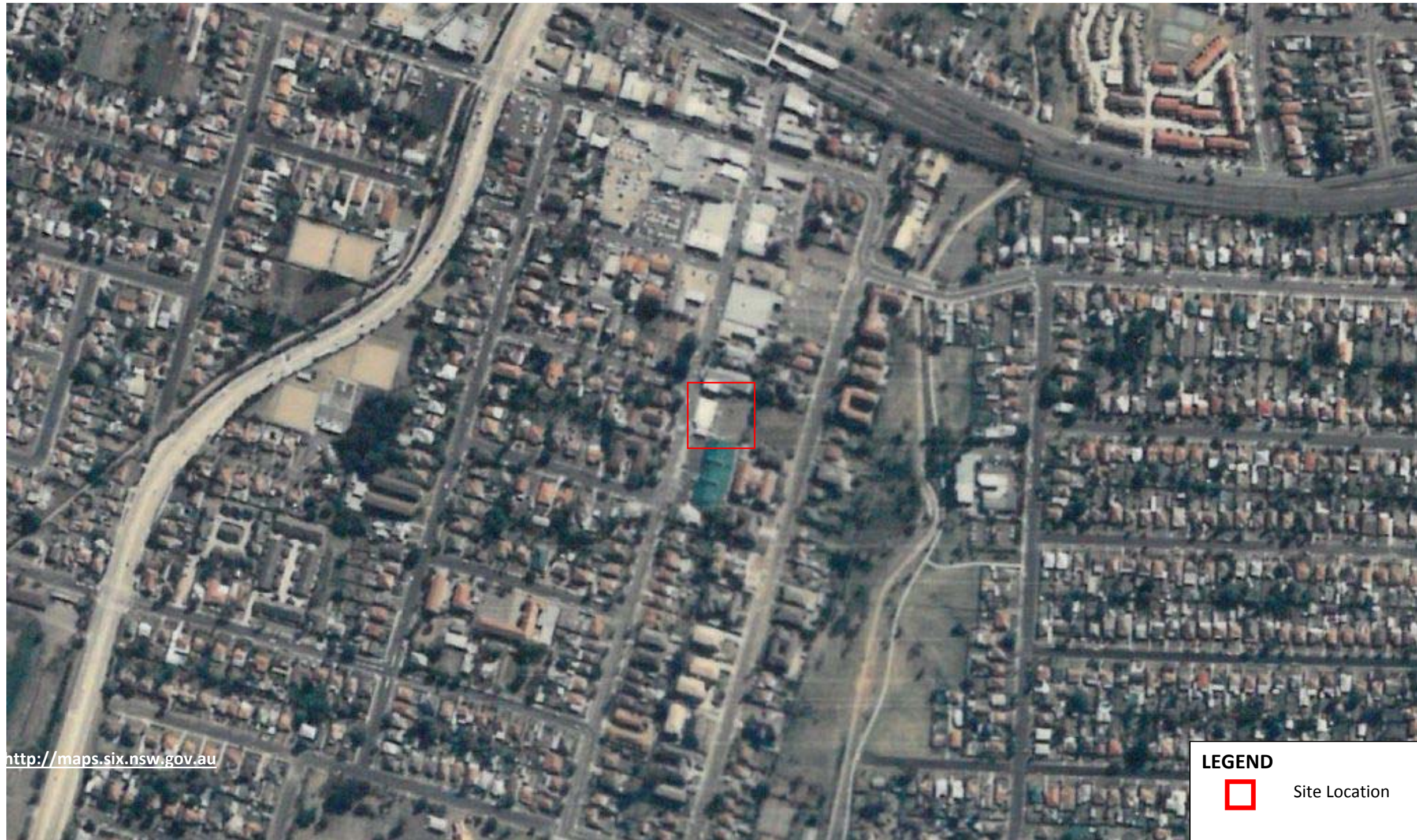
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Project No.	ES6206
Client	Beaini Projects Pty Ltd
Site Address	108 Station Street, Wentworthville NSW



DRAWING DETAILS

Figure No.	C	Rev No.	0
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Drawn by	CK	Date	27.03.2015
Approved by	MK	Date	27.03.2015

HISTORICAL AERIAL PHOTOGRAPHS - 1991



<http://maps.six.nsw.gov.au>

LEGEND
 Site Location

ABN 75 050 212 710

Aargus Pty Limited

Environment – Remediation – Geotechnical Engineering

PROJECT DETAILS

Project Title	Preliminary Site Investigation
Project No.	ES6206
Client	Beaini Projects Pty Ltd
Site Address	108 Station Street, Wentworthville NSW



DRAWING DETAILS

Figure No.	D	Rev No.	0
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Drawn by	CK	Date	27.03.2015
Approved by	MK	Date	27.03.2015

CURRENT AERIAL PHOTOGRAPHS - 2015



Source: <https://www.google.com.au/maps>

ABN 75 050 212 710

Aargus Pty Limited

Environment – Remediation – Geotechnical Engineering

PROJECT DETAILS

Project Title	Preliminary Site Investigation
Project No.	ES6206
Client	Beaini Projects Pty Ltd
Site Address	108 Station Street, Wentworthville NSW



DRAWING DETAILS

Figure No.	E	Rev No.	0
Scale	As above	Size	A3
Drawn by	CK	Date	27.03.2015
Approved by	MK	Date	27.03.2015

APPENDIX F

NSW EPA RECORDS



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Search results

Your search for:LGA: Holroyd City Council

Matched 9 notices relating to 2 sites.

[Search Again](#)

[Refine Search](#)

Suburb	Address	Site Name	Notices related to this site
Merrylands	Corner Walpole and Peel Street	Merrylands Substation PCB Storage	3 former
Yennora	6 Foray Street	Former Tetra Pak Site, Yennora	2 current and 4 former

Page 1 of 1

27 March 2015

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Search results

Your search for: **Notices** with the following criteria

Notice type - Penalty Notice
LGA - HOLROYD

returned 10 results

[Export to excel](#)

1 of 1 Pages

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Number	Name	Location	Type	Status	Issued date
3085764835	ALCOA AUSTRALIA ROLLED PRODUCTS PTY LIMITED	KIORA CRESCENT, YENNORA, NSW 2161	Penalty Notice	Issued	25 Jul 2012
3085765210	ALCOA AUSTRALIA ROLLED PRODUCTS PTY LIMITED	KIORA CRESCENT, YENNORA, NSW 2161	Penalty Notice	Issued	13 Aug 2012
3085769152	BORAL RESOURCES (NSW) PTY LTD	RECONCILIATION ROAD, PROSPECT, NSW 2148	Penalty Notice	Issued	18 Mar 2013
3085773424	BORAL RESOURCES (NSW) PTY LTD	MORT STREET, GRANVILLE, NSW 2142	Penalty Notice	Issued	05 Mar 2014
3085763881	CITILIGHT ENVIRONMENT PTY LTD	230 Toonganbbie Rd, GIRRAWEEEN, NSW 2145	Penalty Notice	Issued	25 May 2012
3085766265	CITILIGHT ENVIRONMENT PTY LTD	230 Toonganbbie Rd, GIRRAWEEEN, NSW 2145	Penalty Notice	Issued	22 Nov 2012
3085773626	REDOX PTY LTD	144 GILBA ROAD, GIRRAWEEEN, NSW 2145	Penalty Notice	Issued	31 Mar 2014
3085773195	VISY PAPER PTY LTD	6 HERBERT PLACE, SMITHFIELD, NSW 2164	Penalty Notice	Issued	06 Feb 2014
3085774570	VISY PAPER PTY LTD	6 HERBERT PLACE, SMITHFIELD, NSW 2164	Penalty Notice	Issued	29 Jul 2014
3085774560	VISY PAPER PTY LTD	6 HERBERT PLACE, SMITHFIELD, NSW 2164	Penalty Notice	Issued	29 Jul 2014

27 March 2015

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APPENDIX G

GROUNDWATER BORE SEARCH



NSW Office of Water

Work Summary

GW113429

Licence: 10BL600157

Licence Status: ACTIVE

Authorised Purpose(s): MONITORING BORE

Intended Purpose(s): MONITORING BORE

Intended Purpose(s): MONITORING BORE

Work Type: Bore

Work Status: Equipped

Construct.Method:

Owner Type: Private

Commenced Date:

Completion Date: 27/03/2006

Final Depth:

Drilled Depth:

Contractor Name: Terratest

Driller: Craig Williams

Assistant Driller:

Property: MOBIL OIL AUST LTD 344 - 348
GREAT WESTERN HWY
WENTWORTHVILLE 2145 NSW

Standing Water Level:

GWMA:
GW Zone:

Salinity:
Yield:

Site Details

Site Chosen By:

County: CUMBE
Form A: CUMBE
Licensed:

Parish: CUMBE.41

Cadastre: 38/3/963

Region: 10 - Sydney South Coast

CMA Map:

River Basin: - Unknown
Area/District:

Grid Zone:

Scale:

Elevation: 0.00 m (A.H.D.)
Elevation Unknown
Source:

Northing: 6256490.0
Easting: 312098.0

Latitude: 33°48'54.4"S
Longitude: 150°58'11.4"E

GS Map: -

MGA Zone: 0

Coordinate Unknown
Source:

Construction

Negative depths indicate Above Ground Level; C-Cemented; SL-Slot Length; A-Aperture; GS-Grain Size; Q-Quantity; PL-Placement of Gravel Pack; PC-Pressure Cemented; S-Sump; CE-Centralisers

Hole	Pipe	Component	Type	From (m)	To (m)	Outside Diameter (mm)	Inside Diameter (mm)	Interval	Details

Water Bearing Zones

From (m)	To (m)	Thickness (m)	WBZ Type	S.W.L. (m)	D.D.L. (m)	Yield (L/s)	Hole Depth (m)	Duration (hr)	Salinity (mg/L)

Geologists Log

Drillers Log

From	To	Thickness	Drillers Description	Geological Material	Comments

(m)	(m)	(m)			
-----	-----	-----	--	--	--

Remarks

30/07/2014: Nat Carling, 30-July-2014; Added status, drill method & depth, updated work type.

***** End of GW113429 *****

Warning To Clients: This raw data has been supplied to the NSW Office of Water by drillers, licensees and other sources. The NOW does not verify the accuracy of this data. The data is presented for use by you at your own risk. You should consider verifying this data before relying on it. Professional hydrogeological advice should be sought in interpreting and using this data.

NSW Office of Water

Work Summary

GW113430
Licence: 10BL600157

Licence Status: ACTIVE

Authorised Purpose(s): MONITORING BORE

Intended Purpose(s): MONITORING BORE

Intended Purpose(s): MONITORING BORE

Work Type: Bore

Work Status: Equipped

Construct.Method:
Owner Type: Private

Commenced Date:
Completion Date: 28/03/2006

Final Depth:
Drilled Depth:
Contractor Name: Terratest

Driller: Craig Williams

Assistant Driller:
Property: MOBIL OIL AUST LTD 344 - 348
GREAT WESTERN HWY
WENTWORTHVILLE 2145 NSW

Standing Water Level:
GWMA:
GW Zone:
Salinity:
Yield:

Site Details

Site Chosen By:

County	Parish	Cadastre
Form A: CUMBE	CUMBE.41	10/3/963
Licensed:		

Region: 10 - Sydney South Coast

CMA Map:
River Basin: - Unknown
Area/District:
Grid Zone:
Scale:
Elevation: 0.00 m (A.H.D.)
Elevation Unknown
Source:
Northing: 6256479.0
Easting: 312097.0

Latitude: 33°48'54.8"S
Longitude: 150°58'11.3"E

GS Map: -

MGA Zone: 0

Coordinate Unknown
Source:

Construction

Negative depths indicate Above Ground Level; C-Cemented; SL-Slot Length; A-Aperture; GS-Grain Size; Q-Quantity; PL-Placement of Gravel Pack; PC-Pressure Cemented; S-Sump; CE-Centralisers

Hole	Pipe	Component	Type	From (m)	To (m)	Outside Diameter (mm)	Inside Diameter (mm)	Interval	Details

Water Bearing Zones

From (m)	To (m)	Thickness (m)	WBZ Type	S.W.L. (m)	D.D.L. (m)	Yield (L/s)	Hole Depth (m)	Duration (hr)	Salinity (mg/L)

Geologists Log

Drillers Log

From	To	Thickness	Drillers Description	Geological Material	Comments

(m)	(m)	(m)			
-----	-----	-----	--	--	--

Remarks

30/07/2014: Nat Carling, 30-July-2014; Added status, drill method & depth, updated work type.

***** End of GW113430 *****

Warning To Clients: This raw data has been supplied to the NSW Office of Water by drillers, licensees and other sources. The NOW does not verify the accuracy of this data. The data is presented for use by you at your own risk. You should consider verifying this data before relying on it. Professional hydrogeological advice should be sought in interpreting and using this data.

NSW Office of Water

Work Summary

GW113431
Licence: 10BL600157

Licence Status: ACTIVE

Authorised Purpose(s): MONITORING BORE

Intended Purpose(s): MONITORING BORE

Intended Purpose(s): MONITORING BORE

Work Type: Bore

Work Status: Equipped

Construct.Method:
Owner Type: Private

Commenced Date:
Completion Date: 20/03/2006

Final Depth:
Drilled Depth:
Contractor Name: Terratest

Driller: Craig Williams

Assistant Driller:
Property: MOBIL OIL AUST LTD 344 - 348
GREAT WESTERN HWY
WENTWORTHVILLE 2145 NSW

Standing Water Level:
GWMA:
GW Zone:
Salinity:
Yield:

Site Details

Site Chosen By:

County	Parish	Cadastre
Form A: CUMBE	CUMBE.41	8/3/963
Licensed:		

Region: 10 - Sydney South Coast

CMA Map:
River Basin: - Unknown
Area/District:
Grid Zone:
Scale:
Elevation: 0.00 m (A.H.D.)
Elevation Unknown
Source:
Northing: 6256454.0
Easting: 312114.0

Latitude: 33°48'55.6"S
Longitude: 150°58'12.0"E

GS Map: -

MGA Zone: 0

Coordinate Unknown
Source:

Construction

Negative depths indicate Above Ground Level; C-Cemented; SL-Slot Length; A-Aperture; GS-Grain Size; Q-Quantity; PL-Placement of Gravel Pack; PC-Pressure Cemented; S-Sump; CE-Centralisers

Hole	Pipe	Component	Type	From (m)	To (m)	Outside Diameter (mm)	Inside Diameter (mm)	Interval	Details

Water Bearing Zones

From (m)	To (m)	Thickness (m)	WBZ Type	S.W.L. (m)	D.D.L. (m)	Yield (L/s)	Hole Depth (m)	Duration (hr)	Salinity (mg/L)

Geologists Log

Drillers Log

From	To	Thickness	Drillers Description	Geological Material	Comments

(m)	(m)	(m)			
-----	-----	-----	--	--	--

Remarks

30/07/2014: Nat Carling, 30-July-2014; Added status, drill method & depth, updated work type.

***** End of GW113431 *****

Warning To Clients: This raw data has been supplied to the NSW Office of Water by drillers, licensees and other sources. The NOW does not verify the accuracy of this data. The data is presented for use by you at your own risk. You should consider verifying this data before relying on it. Professional hydrogeological advice should be sought in interpreting and using this data.

NSW Office of Water

Work Summary

GW113432

Licence: 10BL600157

Licence Status: ACTIVE

Authorised Purpose(s): MONITORING BORE

Intended Purpose(s): MONITORING BORE

Intended Purpose(s): MONITORING BORE

Work Type: Bore

Work Status: Equipped

Construct.Method:

Owner Type: Private

Commenced Date:

Completion Date: 27/03/2006

Final Depth:

Drilled Depth:

Contractor Name: Terratest

Driller: Craig Williams

Assistant Driller:

Property: MOBIL OIL AUST LTD 344 - 348
GREAT WESTERN HWY
WENTWORTHVILLE 2145 NSW

Standing Water Level:

GWMA:
GW Zone:

Salinity:
Yield:

Site Details

Site Chosen By:

County: CUMBE
Form A: CUMBE
Licensed:

Parish: CUMBE.41

Cadastre: 6/3/963

Region: 10 - Sydney South Coast

CMA Map:

River Basin: - Unknown
Area/District:

Grid Zone:

Scale:

Elevation: 0.00 m (A.H.D.)
Elevation Unknown
Source:

Northing: 6256462.0
Easting: 312131.0

Latitude: 33°48'55.4"S
Longitude: 150°58'12.7"E

GS Map: -

MGA Zone: 0

Coordinate Unknown
Source:

Construction

Negative depths indicate Above Ground Level; C-Cemented; SL-Slot Length; A-Aperture; GS-Grain Size; Q-Quantity; PL-Placement of Gravel Pack; PC-Pressure Cemented; S-Sump; CE-Centralisers

Hole	Pipe	Component	Type	From (m)	To (m)	Outside Diameter (mm)	Inside Diameter (mm)	Interval	Details

Water Bearing Zones

From (m)	To (m)	Thickness (m)	WBZ Type	S.W.L. (m)	D.D.L. (m)	Yield (L/s)	Hole Depth (m)	Duration (hr)	Salinity (mg/L)

Geologists Log

Drillers Log

From	To	Thickness	Drillers Description	Geological Material	Comments

(m)	(m)	(m)			
-----	-----	-----	--	--	--

Remarks

30/07/2014: Nat Carling, 30-July-2014; Added status, drill method & depth, updated work type.

***** End of GW113432 *****

Warning To Clients: This raw data has been supplied to the NSW Office of Water by drillers, licensees and other sources. The NOW does not verify the accuracy of this data. The data is presented for use by you at your own risk. You should consider verifying this data before relying on it. Professional hydrogeological advice should be sought in interpreting and using this data.

NSW Office of Water

Work Summary

GW113433

Licence: 10BL600157

Licence Status: ACTIVE

Authorised Purpose(s): MONITORING BORE

Intended Purpose(s): MONITORING BORE

Intended Purpose(s): MONITORING BORE

Work Type: Bore

Work Status: Equipped

Construct.Method:

Owner Type: Private

Commenced Date:

Completion Date: 28/03/2006

Final Depth:

Drilled Depth:

Contractor Name: Terratest

Driller: Craig Williams

Assistant Driller:

Property: MOBIL OIL AUST LTD 344 - 348
GREAT WESTERN HWY
WENTWORTHVILLE 2145 NSW

Standing Water Level:

GWMA:
GW Zone:

Salinity:
Yield:

Site Details

Site Chosen By:

County: CUMBE
Form A: CUMBE
Licensed:

Parish: CUMBE.41

Cadastre: 10/3/963

Region: 10 - Sydney South Coast

CMA Map:

River Basin: - Unknown
Area/District:

Grid Zone:

Scale:

Elevation: 0.00 m (A.H.D.)
Elevation Unknown
Source:

Northing: 6256461.0
Easting: 312096.0

Latitude: 33°48'55.4"S
Longitude: 150°58'11.3"E

GS Map: -

MGA Zone: 0

Coordinate Unknown
Source:

Construction

Negative depths indicate Above Ground Level; C-Cemented; SL-Slot Length; A-Aperture; GS-Grain Size; Q-Quantity; PL-Placement of Gravel Pack; PC-Pressure Cemented; S-Sump; CE-Centralisers

Hole	Pipe	Component	Type	From (m)	To (m)	Outside Diameter (mm)	Inside Diameter (mm)	Interval	Details

Water Bearing Zones

From (m)	To (m)	Thickness (m)	WBZ Type	S.W.L. (m)	D.D.L. (m)	Yield (L/s)	Hole Depth (m)	Duration (hr)	Salinity (mg/L)

Geologists Log

Drillers Log

From	To	Thickness	Drillers Description	Geological Material	Comments

(m)	(m)	(m)			
-----	-----	-----	--	--	--

Remarks

30/07/2014: Nat Carling, 30-July-2014; Added status, drill method & depth, updated work type.

***** End of GW113433 *****

Warning To Clients: This raw data has been supplied to the NSW Office of Water by drillers, licensees and other sources. The NOW does not verify the accuracy of this data. The data is presented for use by you at your own risk. You should consider verifying this data before relying on it. Professional hydrogeological advice should be sought in interpreting and using this data.

NSW Office of Water

Work Summary

GW113434

Licence: 10BL600157

Licence Status: ACTIVE

Authorised Purpose(s): MONITORING BORE

Intended Purpose(s): MONITORING BORE

Intended Purpose(s): MONITORING BORE

Work Type: Bore

Work Status: Equipped

Construct.Method:

Owner Type: Private

Commenced Date:

Completion Date: 27/03/2006

Final Depth:

Drilled Depth:

Contractor Name: Terratest

Driller: Craig Williams

Assistant Driller:

Property: MOBIL OIL AUST LTD 344 - 348
GREAT WESTERN HWY
WENTWORTHVILLE 2145 NSW

Standing Water Level:

GWMA:
GW Zone:

Salinity:
Yield:

Site Details

Site Chosen By:

County
Form A: CUMBE
Licensed:

Parish
CUMBE.41

Cadastre
6/3/963

Region: 10 - Sydney South Coast

CMA Map:

River Basin: - Unknown
Area/District:

Grid Zone:

Scale:

Elevation: 0.00 m (A.H.D.)
Elevation Unknown
Source:

Northing: 6256468.0
Easting: 312139.0

Latitude: 33°48'55.2"S
Longitude: 150°58'13.0"E

GS Map: -

MGA Zone: 0

Coordinate Unknown
Source:

Construction

Negative depths indicate Above Ground Level; C-Cemented; SL-Slot Length; A-Aperture; GS-Grain Size; Q-Quantity; PL-Placement of Gravel Pack; PC-Pressure Cemented; S-Sump; CE-Centralisers

Hole	Pipe	Component	Type	From (m)	To (m)	Outside Diameter (mm)	Inside Diameter (mm)	Interval	Details

Water Bearing Zones

From (m)	To (m)	Thickness (m)	WBZ Type	S.W.L. (m)	D.D.L. (m)	Yield (L/s)	Hole Depth (m)	Duration (hr)	Salinity (mg/L)

Geologists Log

Drillers Log

From	To	Thickness	Drillers Description	Geological Material	Comments

(m)	(m)	(m)			
-----	-----	-----	--	--	--

Remarks

30/07/2014: Nat Carling, 30-July-2014; Added status, drill method & depth, updated work type.

***** End of GW113434 *****

Warning To Clients: This raw data has been supplied to the NSW Office of Water by drillers, licensees and other sources. The NOW does not verify the accuracy of this data. The data is presented for use by you at your own risk. You should consider verifying this data before relying on it. Professional hydrogeological advice should be sought in interpreting and using this data.

NSW Office of Water

Work Summary

GW113436
Licence: 10BL600157

Licence Status: ACTIVE

Authorised Purpose(s): MONITORING BORE

Intended Purpose(s): MONITORING BORE

Intended Purpose(s): MONITORING BORE

Work Type: Bore

Work Status: Equipped

Construct.Method:
Owner Type: Private

Commenced Date:
Completion Date: 20/03/2006

Final Depth:
Drilled Depth:
Contractor Name: Terratest

Driller: Craig Williams

Assistant Driller:
Property: MOBIL OIL AUST LTD 344 - 348
GREAT WESTERN HWY
WENTWORTHVILLE 2145 NSW

Standing Water Level:
GWMA:
GW Zone:
Salinity:
Yield:

Site Details

Site Chosen By:

County	Parish	Cadastre
Form A: CUMBE	CUMBE.41	6/3/963
Licensed:		

Region: 10 - Sydney South Coast

CMA Map:
River Basin: - Unknown
Area/District:
Grid Zone:
Scale:
Elevation: 0.00 m (A.H.D.)
Elevation Unknown
Source:
Northing: 6256449.0
Easting: 312131.0

Latitude: 33°48'55.8"S
Longitude: 150°58'12.6"E

GS Map: -

MGA Zone: 0

Coordinate Unknown
Source:

Construction

Negative depths indicate Above Ground Level; C-Cemented; SL-Slot Length; A-Aperture; GS-Grain Size; Q-Quantity; PL-Placement of Gravel Pack; PC-Pressure Cemented; S-Sump; CE-Centralisers

Hole	Pipe	Component	Type	From (m)	To (m)	Outside Diameter (mm)	Inside Diameter (mm)	Interval	Details

Water Bearing Zones

From (m)	To (m)	Thickness (m)	WBZ Type	S.W.L. (m)	D.D.L. (m)	Yield (L/s)	Hole Depth (m)	Duration (hr)	Salinity (mg/L)

Geologists Log

Drillers Log

From	To	Thickness	Drillers Description	Geological Material	Comments

(m)	(m)	(m)			
-----	-----	-----	--	--	--

Remarks

30/07/2014: Nat Carling, 30-July-2014; Added status, drill method & depth, updated work type.



***** End of GW113436 *****

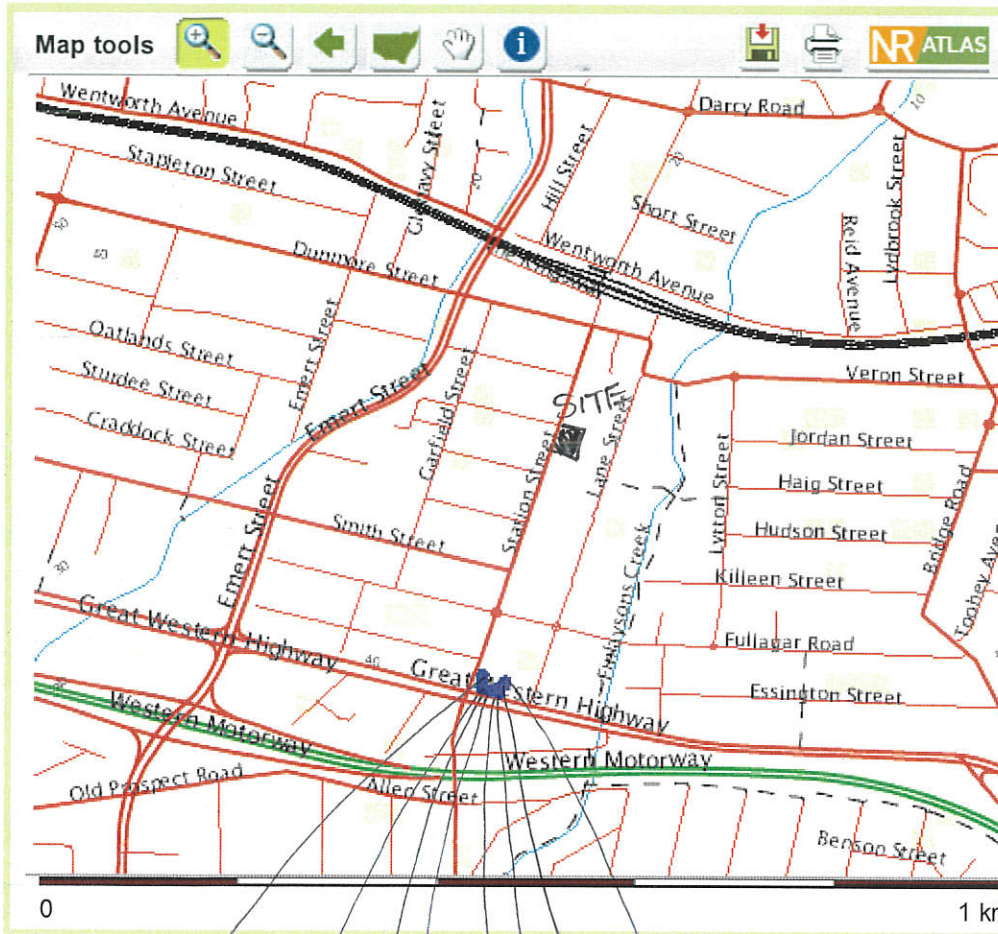
Warning To Clients: This raw data has been supplied to the NSW Office of Water by drillers, licensees and other sources. The NOW does not verify the accuracy of this data. The data is presented for use by you at your own risk. You should consider verifying this data before relying on it. Professional hydrogeological advice should be sought in interpreting and using this data.

NSW Groundwater Works

Preformatted reports containing information about licensed water bores, wells and excavations.

Instructions

Click the map to zoom to your area of interest, then select the info tool  and click a monitoring site  for data.



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GW113429
 GW113430

GW113435
 GW113434
 GW113432
 GW113436

GW113431
 GW113433

APPENDIX H

LOCAL METEOROLOGY



Monthly Rainfall (millimetres)

GREYSTANES (BATHURST STREET)

Station Number: 067017 · State: NSW · Opened: 2001 · Status: Open · Latitude: 33.81°S · Longitude: 150.94°E · Elevation: 70 m

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
2001						1.4	69.6	28.6	22.4	35.8	82.2	39.8	
2002	86.0	275.0	102.6	25.2	47.4	10.6	11.2	6.6	10.8	8.0	19.4	70.0	672.8
2003	19.6	100.0	85.0	72.8	179.0	37.2	27.2	25.8	4.8	87.2	56.6	78.4	773.6
2004	47.6	102.6	46.6	36.6	9.2	11.8	18.2	38.4		209.2	56.0	71.6	
2005		114.6	59.2		33.0	68.2	11.8	3.4	41.8	50.4	127.2	17.8	
2006	101.2	83.6	14.6	6.2	10.4	71.0	47.4	46.0	138.2	8.2	29.2	57.6	613.6
2007	30.8	172.4	69.6	72.6	17.4	292.8	26.6			26.0	133.4	86.8	
2008	71.6	261.6	73.2	73.0	4.2	101.8	33.6	29.0	56.2	58.4	77.2	71.6	911.4
2009	34.2	133.2	65.4		85.0	42.0		8.6	17.2	93.4	11.0	63.4	
2010	34.8	200.4	105.8	23.4	72.0	71.4	44.8	22.6	29.0	93.8	115.6	91.2	904.8
2011	87.6	20.2	78.6	105.8	67.4	53.6	94.2	35.6	66.2	33.8	138.4	150.8	932.2
2012	131.0	219.0	199.4	154.0	17.2	130.6	20.8	6.2	21.4	27.4	36.4	42.0	1005.4
2013	123.8	163.6	78.2	69.6	37.2	150.6	7.4	8.4	16.8	7.8	169.2	31.6	864.2
2014	19.0	66.4	170.4	39.2	7.6	28.8	11.8	168.2	30.6	87.8	34.6	193.6	858.0
2015	170.4	38.8											

Quality control: 12.3 Done & acceptable, 12.3 Not completed or unknown



Monthly Rainfall (millimetres)

GREYSTANES (BATHURST STREET)

Station Number: 067017 · State: NSW · Opened: 2001 · Status: Open · Latitude: 33.81°S · Longitude: 150.94°E · Elevation: 70 m

Statistics for this station calculated over all years of data

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
Lowest	19.0	20.2	14.6	6.2	4.2	1.4	7.4	3.4	4.8	7.8	11.0	17.8	613.6
Highest	170.4	275.0	199.4	154.0	179.0	292.8	94.2	168.2	138.2	209.2	169.2	193.6	1005.4

1) Calculation of statistics

Summary statistics, other than the Highest and Lowest values, are only calculated if there are at least 20 years of data available.

2) Gaps and missing data

Gaps may be caused by a damaged instrument, a temporary change to the site operation, or due to the absence or illness of an observer.

3) Further information

<http://www.bom.gov.au/climate/cdo/about/about-rain-data.shtml>.

Product code: IDCJAC0001 reference: 18266734 Created on Fri 27 Mar 2015 16:29:54 PM EST

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Prepared using Climate Data Online, Bureau of Meteorology <http://www.bom.gov.au/climate/data>.

Contact us using details on <http://www.bom.gov.au/climate/how/contacts.shtml>.

We have taken all due care but cannot provide any warranty nor accept any liability for this information.

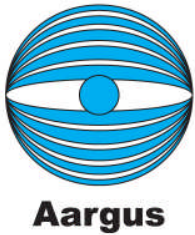
<http://www.bom.gov.au/other/copyright.shtml>



APPENDIX I

**IMPORTANT INFORMATION
ABOUT YOUR REPORT**





IMPORTANT INFORMATION ABOUT YOUR ENVIRONMENTAL SITE ASSESSMENT

These notes have been prepared by Aargus (Australia) Pty Ltd and its associated companies using guidelines prepared by ASFE (The Association) of Engineering Firms Practising in the Geo-sciences. They are offered to help you in the interpretation of your Environmental Site Assessment (ESA) reports.

REASONS FOR CONDUCTING AN ESA

ESA's are typically, though not exclusively, carried out in the following circumstances:

- as pre-acquisition assessments, on behalf of either purchaser or vender, when a property is to be sold;
- as pre-development assessments, when a property or area of land is to be redeveloped or have its use changed for example, from a factory to a residential subdivision;
- as pre-development assessments of greenfield sites, to establish "baseline" conditions and assess environmental, geological and hydrological constraints to the development of, for example, a landfill; and
- as audits of the environmental effects of an ongoing operation.

Each of these circumstances requires a specific approach to the assessment of soil and groundwater contamination. In all cases however, the objective is to identify and if possible quantify the risks that unrecognised contamination poses to the proposed activity. Such risks may be both financial, for example, cleanup costs or limitations on site use, and physical, for example, health risks to site users or the public.

THE LIMITATIONS OF AN ESA

Although the information provided by an ESA could reduce exposure to such risks, no ESA, however, diligently carried out can eliminate them. Even a rigorous professional assessment may fail to detect all contamination on a site. Contaminants may be present in areas that were not surveyed or sampled,

or may migrate to areas which showed no signs of contamination when sampled.

AN ESA REPORT IS BASED ON A UNIQUE SET OF PROJECT SPECIFIC FACTORS

Your environmental report should not be used:

- when the nature of the proposed development is changed, for example, if a residential development is proposed instead of a commercial one;
- when the size or configuration of the proposed development is altered;
- when the location or orientation of the proposed structure is modified;
- when there is a change of ownership
- or for application to an adjacent site.

To help avoid costly problems, refer to your consultant to determine how any factors, which have changed subsequent to the date of the report, may affect its recommendations.

ESA "FINDINGS" ARE PROFESSIONAL ESTIMATES

Site assessment identifies actual subsurface conditions only at those points where samples are taken, when they are taken. Data derived through sampling and subsequent laboratory testing are interpreted by geologists, engineers or scientists who then render an opinion about overall subsurface conditions, the nature and extent of contamination, its likely impact on the proposed development and appropriate remediation measures. Actual conditions may differ from those inferred to exist, because no professional, no matter how qualified, and no subsurface exploration program, no matter how comprehensive, can reveal what is hidden by earth, rock and time. The actual interface between materials may be far more gradual or abrupt than a report indicates. Actual conditions in areas not sampled may differ from predictions. Nothing can be done to help minimise its impact. For this reason owners should retain the services of their consultants

through the development stage, to identify variances, conduct additional tests which may be needed, and to recommend solutions to problems encountered on site.

SUBSURFACE CONDITIONS CAN CHANGE

Natural processes and the activity of man change subsurface conditions. As an ESA report is based on conditions, which existed at the time of subsurface exploration, decisions should not be based on an ESA report whose adequacy may have been affected by time. Speak with the consultant to learn if additional tests are advisable.

ESA SERVICES ARE PERFORMED FOR SPECIFIC PURPOSES AND PERSONS

Every study and ESA report is prepared in response to a specific brief to meet the specific needs of specific individuals. A report prepared for a consulting civil engineer may not be adequate for a construction contractor, or even some other consulting civil engineer. Other persons should not use a report for any purpose, or by the client for a different purpose. No individual other than the client should apply a report even apparently for its intended purpose without first conferring with the consultant. No person should apply a report for any purpose other than that originally contemplated without first conferring with the consultant.

AN ESA REPORT IS SUBJECT TO MISINTERPRETATION

Costly problems can occur when design professionals develop their plans based on misinterpretations of an ESA. To help avoid these problems, the environmental consultant should be retained to work with appropriate design professionals to explain relevant findings and to review the adequacy of their plans and specifications relative to contamination issues.

LOGS SHOULD NOT BE SEPARATED FROM THE ENGINEERING REPORT

Final borehole or test pit logs are developed by environmental scientists, engineers or geologists based upon their interpretation of field logs (assembled by site personnel) and laboratory evaluation of field samples. Only final logs customarily included in our reports. These logs should not under any circumstances be redrawn for inclusion in site remediation or other design drawings, because drafters may commit errors or omissions in the transfer process. Although photographic reproduction eliminates this problem, it does nothing to minimise the possibility of contractors misinterpreting the logs during bid preparation. When this occurs, delays, disputes and unanticipated costs are the all-too-frequent result.

To reduce the likelihood of boring log misinterpretation, the complete report must be available to persons or organisations involved in the project, such as contractors, for their use. Those who do not provide such access may proceed under the mistaken impression that simply disclaiming responsibility for the accuracy of subsurface information always insulates them from attendant liability. Providing all the available information to persons and organisations such as contractors helps prevent costly construction problems and the adversarial attitudes that may aggravate them to disproportionate scale.

READ RESPONSIBILITY CLAUSES CLOSELY

Because an ESA is based extensively on judgement and opinion, it is necessarily less exact than other disciplines. This situation has resulted in wholly unwarranted claims being lodged against consultants. To help prevent this problem, model clauses have been developed for use in transmittals. These are not exculpatory clauses designed to foist liabilities onto some other party. Rather, they are definitive clauses that identify where your consultant's responsibilities begin and end. Their use helps all parties involved recognise their individual responsibilities and take appropriate action. Some of these definitive clauses are likely to appear in your ESA report, and you are encouraged to read them closely. Your consultant will be pleased to give full and frank answers to your questions.