

# Schedule 3 – Sunset Date (clause 37)

31 December 2021 (as may be extended under clause 38).

draft

# Schedule 4 – Intention to Register (clause 49)

Stratum Plan Instrument

Building Management Statement

draft

## Schedule 5 – Rates (clause 48)

Item 1	Council Rates:	\$4,000.00 per annum
Item 2	Water Rates:	\$350.00 per quarter
Item 3	Land Tax:	\$5,000.00 per annum

draft

# Schedule 6 – Entries or Notations on Folios of Register (clause 61)

## Part 1

1. Reservations and conditions in the Crown Grants.
2. Interests recorded on folio of the Register of CP/SP

## Part 2

1. Reservations and conditions in the Crown Grants.
2. Dealings . AK51111, 3793200, AF803470, AK98328, AK157755, AE311608, AJ532493, AK51115.
3. By-law Instrument.
4. Easements (if any), Restrictions on Use (if any), Positive Covenants (if any), created by the documents contemplated to be registered by this contract, including the attached documents.
5. Stratum Plan.
6. Stratum Plan Instrument.
7. Building Management Statement.

# Schedule 7 – Guarantee and Indemnity (clause 64)

1. The Guarantor must execute this contract.
2. The Guarantor enters this contract, and incurs obligations and gives rights under the guarantee and indemnity, for the valuable consideration of among other things, the vendor agreeing to enter this contract with the purchaser at the request of the Guarantor.
3. The covenants, guarantees and indemnities in this Schedule 7 are severable.
4. The Guarantor unconditionally and irrevocably guarantees to the vendor:
  - (a) that the purchaser will pay to the vendor the balance of the price and every other amount that the purchaser must pay under this contract; and
  - (b) the performance of the purchaser's obligations.
5. The Guarantor indemnifies the vendor against a claim or action and cost relating to the purchaser's breach, default or attempted breach or default of its obligations.
6. This guarantee and indemnity:
  - (a) is a principal obligation;
  - (b) is irrevocable and remains in full force and effect until discharged; and
  - (c) binds the estates of each Guarantor.
7. The parties must not treat this guarantee and indemnity as ancillary or collateral to any other right or obligation.
8. The vendor may enforce this guarantee against the Guarantor without first exhausting a remedy that it may have against the purchaser.
9. The Guarantor must pay on demand any money due to the vendor that relates to the indemnity including but not limited to:
  - (a) the balance of the price;
  - (b) the adjustments due to the vendor on completion; and
  - (c) interest that the purchaser must pay to the vendor.
10. The Guarantor and the purchaser are jointly and severally liable to the vendor for:
  - (a) the purchaser's observance and performance of its obligations; and
  - (b) damage that the vendor incurs as a result of any one or more of:
    - (i) the purchaser's failure to observe and perform its obligations under this contract;
    - (ii) its default under this contract; and
    - (iii) the vendor's termination of this contract.
11. The purchaser or the Guarantor must pay all money payable to the vendor and duly perform their several obligations before either may claim or receive the benefit of:
  - (a) a dividend or distribution of a person, liable jointly with the purchaser or the Guarantor, to the vendor;
  - (b) a payment out of the estate or assets of a person, liable jointly with the purchaser or the Guarantor, to the vendor; or
  - (c) a payment in the liquidation, winding up or bankruptcy of a person, liable jointly with the purchaser or the Guarantor, to the vendor.
12. Clause 11 applies equally if the person is liable under a security for money that the purchaser or the Guarantor must pay.

13. The purchaser or the Guarantor must pay all money payable to the vendor and perform their several obligations before either may prove in competition with the vendor:
  - (a) in an estate; or
  - (b) in relation to an asset in a liquidation, winding up or bankruptcy.
14. Clause 13 only applies if the amount that the vendor is entitled to is reduced as a result.
15. Upon the written request of the vendor, the Guarantor must pay the vendor all expenses that the vendor incurs in respect of the vendor's exercise or attempted exercise of a right of the vendor under this Schedule 7.
16. The Guarantor's obligations are not affected if:
  - (a) the vendor releases or enters into a composition with the purchaser;
  - (b) a payment made to the vendor is later avoided; or
  - (c) the vendor assigns or transfers the benefit of this contract.
17. If the vendor assigns or transfers the benefit of this contract, then the assignee receives the benefit of the Guarantor's covenants, agreements, guarantees and indemnities.
18. The obligations of the Guarantor under this Schedule 7 are not released, discharged or otherwise affected by:
  - (a) failure by one or more Guarantors to execute this guarantee and indemnity, validly or otherwise;
  - (b) the grant of time, waiver, covenant not to sue or other indulgence;
  - (c) the release, including but not limited to a release as part of a novation, or discharge of a person;
  - (d) an arrangement, composition or compromise that a person enters into;
  - (e) an extinguishment, failure, loss, release, discharge, abandonment, impairment, compound, composition or compromise, in whole or in part of any document or agreement;
  - (f) a variation of this contract including, but not limited to a variation in the date of completion;
  - (g) a moratorium or other suspension of a right, power, authority, discretion or remedy conferred on the vendor in any way;
  - (h) payment to the vendor, including but not limited to a payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable;
  - (i) the purchaser becoming insolvent, going into liquidation, official management, receivership, arrangement, administration or winding up; or
  - (j) a person being appointed in respect of the purchaser or any of its assets or undertakings, including but not limited to a receiver or manager or both, or a liquidator, or administrator.

Executed as a Deed Poll

**Signed by**  
presence of

in the

\_\_\_\_\_

Signature of witness

\_\_\_\_\_

Signature of Guarantor

\_\_\_\_\_

Name of witness (print)

**Signed by**  
presence of

in the

\_\_\_\_\_

Signature of witness

\_\_\_\_\_

Signature of Guarantor

\_\_\_\_\_

Name of witness (print)

# Schedule 8 – Representations (clause 54(c))

draft



# Signing page

EXECUTED as an agreement.

Vendor

Signed by **Shanna Mary Kruger** as attorney for  
**Thirdi William Street Pty Limited (ACN 619 508  
824)** under power of attorney dated # Registered  
No. # Book # in the presence of

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Shanna Mary Kruger

\_\_\_\_\_  
Name of witness (print)

**Purchaser**

**Executed by** \_\_\_\_\_ **in accordance**  
with Section 127 of the *Corporations Act 2001*

\_\_\_\_\_  
Signature of director

\_\_\_\_\_  
Signature of director/company secretary

\_\_\_\_\_  
Name of director (print)

\_\_\_\_\_  
Name of director/company secretary (print)

**Signed sealed and delivered by**  
**in the presence of**

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Signature of

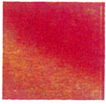
\_\_\_\_\_  
Name of witness (print)

**Signed sealed and delivered by** \_\_\_\_\_ **in the**  
**presence of**

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Signature of

\_\_\_\_\_  
Name of witness (print)



# Annexure A – Title Search for Lot comprising the Development Site

Annexure to Special Conditions

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 1/167520

SEARCH DATE	TIME	EDITION NO	DATE
13/7/2017	9:56 AM	4	12/2/1998

LAND

LOT 1 IN DEPOSITED PLAN 167520  
LOCAL GOVERNMENT AREA SYDNEY  
PARISH OF ALEXANDRIA COUNTY OF CUMBERLAND  
TITLE DIAGRAM DP167520

FIRST SCHEDULE

WEBSTER AND LUMSDEN PTY LIMITED

SECOND SCHEDULE (4 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 I956741 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED
- 3 3793200 LEASE TO ROBERT GONDA & VASHTI GONDA. EXPIRES  
15.1.1999. OPTION OF RENEWAL 3 YEARS
- \* 4 AK51111 CAVEAT BY MGT 4 PTY LTD

NOTATIONS

NOTE: THE CERTIFICATE OF TITLE FOR THIS FOLIO OF THE REGISTER DOES NOT INCLUDE SECURITY FEATURES INCLUDED ON COMPUTERISED CERTIFICATES OF TITLE ISSUED FROM 4TH JANUARY, 2004. IT IS RECOMMENDED THAT STRINGENT PROCESSES ARE ADOPTED IN VERIFYING THE IDENTITY OF THE PERSON(S) CLAIMING A RIGHT TO DEAL WITH THE LAND COMPRISED IN THIS FOLIO.

UNREGISTERED DEALINGS: NIL

\*\*\* END OF SEARCH \*\*\*

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 1/973783

SEARCH DATE	TIME	EDITION NO	DATE
13/7/2017	9:56 AM	12	15/1/2014

LAND

LOT 1 IN DEPOSITED PLAN 973783  
AT ALEXANDRIA  
LOCAL GOVERNMENT AREA SYDNEY  
PARISH OF ALEXANDRIA COUNTY OF CUMBERLAND  
TITLE DIAGRAM DP973783

FIRST SCHEDULE

LESLIE ROBIN GRAY  
DIANNE VERONICA GEE  
AS TENANTS IN COMMON IN EQUAL SHARES (T AI300748)

SECOND SCHEDULE (3 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 AF803470 LEASE TO ACADEMY BALLET STUDIOS PTY LIMITED OF 41  
WILLIAM STREET, ALEXANDRIA. EXPIRES: 31/12/2014.  
OPTION OF RENEWAL: 5 YEARS.
- \* 3 AK98328 CAVEAT BY MGT 7 PTY LTD

NOTATIONS

UNREGISTERED DEALINGS: NIL

\*\*\* END OF SEARCH \*\*\*

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: A/336638

SEARCH DATE	TIME	EDITION NO	DATE
13/7/2017	9:56 AM	1	29/5/2017

LAND

LOT A IN DEPOSITED PLAN 336638  
LOCAL GOVERNMENT AREA SYDNEY  
PARISH OF ALEXANDRIA COUNTY OF CUMBERLAND  
TITLE DIAGRAM DP336638

FIRST SCHEDULE

LONDON & DERBY PTY LIMITED

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- \* 2 AK157755 CAVEAT BY MGT 7 PTY LTD

NOTATIONS

UNREGISTERED DEALINGS: NIL

\*\*\* END OF SEARCH \*\*\*

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: B/336638

SEARCH DATE	TIME	EDITION NO	DATE
13/7/2017	9:56 AM	8	14/7/2015

LAND

LOT B IN DEPOSITED PLAN 336638  
LOCAL GOVERNMENT AREA SYDNEY  
PARISH OF ALEXANDRIA COUNTY OF CUMBERLAND  
TITLE DIAGRAM DP336638

FIRST SCHEDULE

ROSS KEITH ERIC BARKER (TA AA433589)

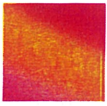
SECOND SCHEDULE (5 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 AE311608 LEASE TO DWD PTY LIMITED BEING 1/39 WILLIAM STREET,  
ALEXANDRIA. EXPIRES: 11/9/2011. OPTION OF RENEWAL: 3  
YEARS.
- 3 AJ532493 LEASE TO MARIA INES RUMOLO, JORGE RICARDO RUMOLO &  
PASQUALE RUMOLO OF 37 WILLIAM STREET, ALEXANDRIA.  
EXPIRES: 16/8/2017. OPTION OF RENEWAL: 3 YEARS.
- 4 AJ650895 MORTGAGE TO ING BANK (AUSTRALIA) LIMITED
- \* 5 AK51115 CAVEAT BY MGT 4 PTY LTD

NOTATIONS

UNREGISTERED DEALINGS: NIL

\*\*\* END OF SEARCH \*\*\*



# Annexure B – Deposited Plan for Lot comprising the Development Site

Annexure to Special Conditions



Req:R014675 /Doc:DP 0167520 P /Rev:02-Nov-1995 /Sts:OK.OK /Pgs:ALL /Frt:13-Jul-2017 09:59 /Seq:1 of 1  
Ref:1173562 /Src:M

02-Nov-1995 /Sts:OK.OK /Pgs:ALL /Prt:  
A594/36

Plan Form No. 6 (for transfers, leases, etc.).

Municipality of Alexandria

CITY OF SYDNEY

## PLAN

FP 167520

of part of Land comprised in Cert. of Title Vol. 2344 Fol. 27

*Parish of Alexandria : County of Cumberland*

Scale 30 feet to an Inch.

CONVERSION TABLE ADDED IN DEPARTMENT OF LANDS		
DP 167520		
FEET	INCHES	METRES
-	3	0,076
-	4 1/2	0,114
3	-	0,914
8	4 7/8	2,562
12	-	3,658
14	-	4,267
42	-	12,802
75	10 1/2	23,127
84	3 3/4	25,698
99	7	30,353
100	7 1/4	30,664
100	7 3/4	30,667
AC RD	P	SQ M
-	36 3/4	929,5

aty *Amid*  
15 Oct 1999

~~Small, Pollock~~

I Adelbert Schleicher of 92 1/2 Pitt St Sydney  
Licensed Surveyor, specially Licensed under the Real Property Act, do hereby solemnly  
and sincerely declare that the boundaries and measurements shown in this plan are  
correct for the purposes of the said Act, and that the survey of the land to which  
the plan relates has been made under my immediate supervision and I make  
this solemn declaration conscientiously believing the same to be true, and by virtue  
of the provisions of the Oaths Act, 1900.

Subscribed and declared before me at Sydney  
this 23<sup>rd</sup> day of September A.D. 1919

Datum line of Azimuth A.B.

Date of Survey September 1919

\* Here add *by me or under my immediate supervision* as the case may be

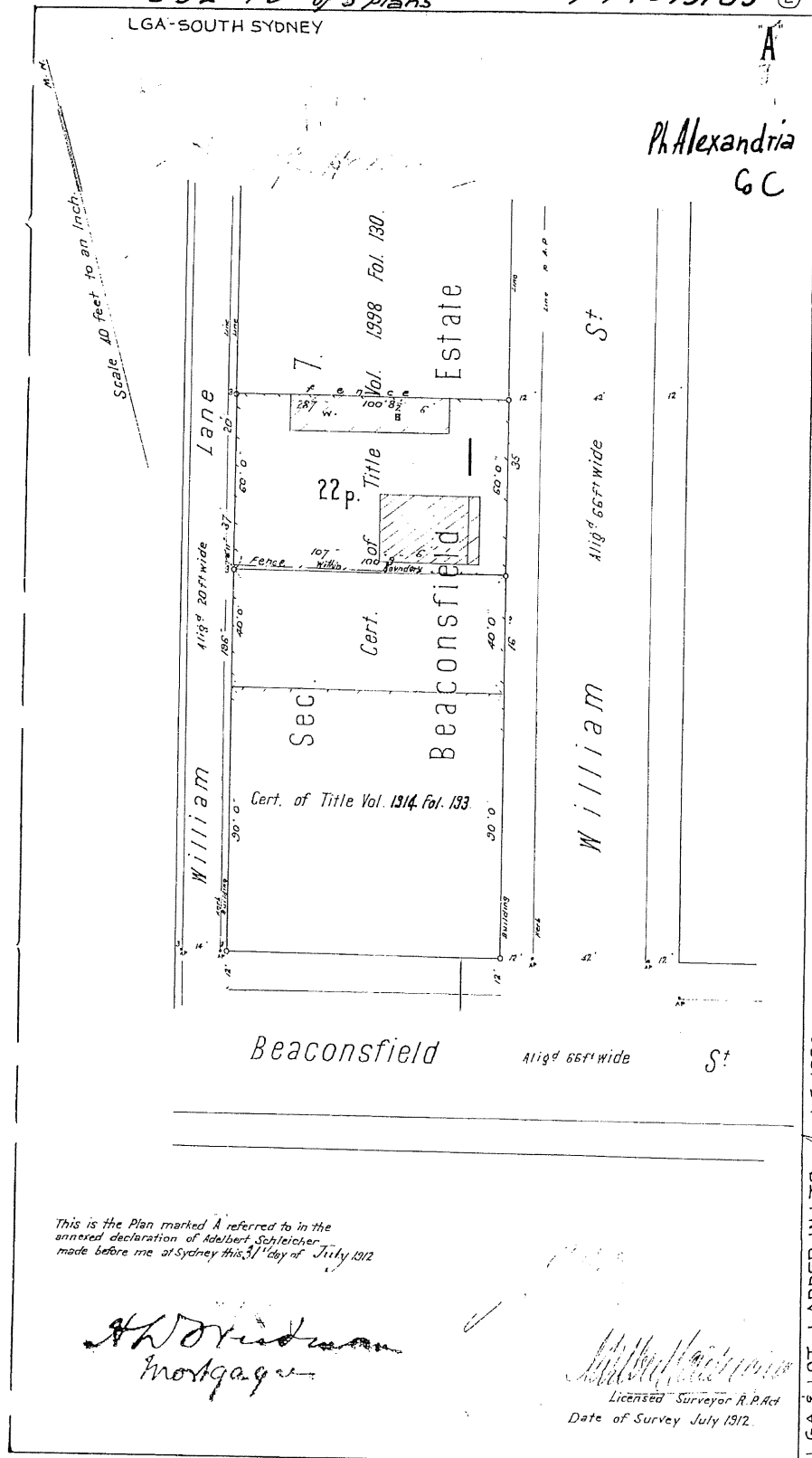
This is the plan marked "A" referred to in  
Dated 27/11/2011

692079 Plan C  
of 3 plans

FP. 973783 (E)

LGA-SOUTH SYDNEY

Ph Alexandria  
GC



b If to two or more, state whether as joint tenants or tenants in common.

c If all the references cannot be conveniently inserted, a form of annexure (obtainable at L.T.O.) may be added. Any annexure must be signed by the parties and their signatures witnessed.

These references will suffice if the whole land in the grant or certificate be transferred.

If part only add and being lot sec. being the land, or the plan annexed, or "being the residue of the registered Vol. and plan mentioned in the L.G. Act, 1919, should accompany the transfer.

d Strike out if unnecessary. Covenants should comply with Section 88 of the Conveyancing Act, 1919-32. Here also should be set forth any right-of-way or easement or exception.

Any provision in addition to or modification of the covenants implied by the Act may also be inserted.

A very short note will suffice.

f If executed within the State this instrument should be signed or attested before the Registrar-General or a Deputy Registrar-General or a Notary Public or a Commissioner for Affidavits, to whom the transferor is known, otherwise the attesting witnesses must appear before one of the above functionaries and make a declaration in the annexed form.

(herein called transferees)  
do hereby transfer to the said transferee's as tenants in common All such ~~our~~ Estate and Interest in All the land mentioned in the schedule following:—

(c)	County.	Parish.	State if Whole or Part.	Vol.	Fol.
	Cumberland	Alexandria	PART being Lot A on Plan endorsed hereon and therein edged red	4527	61

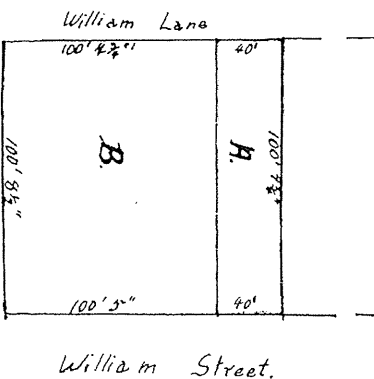
And the transferee covenants with the transferor

Collins Street.

F.P.336638 (E)

THE PLAN REFERRED TO: -  
C629240

L.G.A: SOUTH SYDNEY



ENCUMBRANCES, &c., REFERRED TO:

NIL M.P.S. (RP) 36638

Signed at

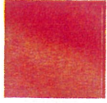
Signed in my presence by the transferors

WHO ~~are~~ PERSONALLY KNOWN TO ME

\*Signed

the ~~Registrar-General~~ day of February 1938.

Transferor's



# Annexure C – Dealings for Lots comprising the Development Site

Annexure to Special Conditions

97-07L



# LEASE

Real Property Act, 1900

3793200 M



Office

\$2.00

N.S.W. STAMP DUTY

0060697 7104 12 00211517/03

## (A) PROPERTY LEASED

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

Folio Identifier 1/167520

## (B) LODGED BY

L.T.O. Box

Name, Address or DX and Telephone

40

J. M. BARBOUTTIS  
DX 126 SYDNEY

REFERENCE (max. 15 characters):

92649685

## (C) LESSOR

Webster and Lumsden Pty. Limited ACN 000 090 586

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

1. 1956741
- 2.
- 3.
- 4.

## (E) LESSEE

L

ROBERT GONDA AND VASHTI GONDA R  
t/a DI EMME ART FINISHES  
8 Marlborough Street  
Surrey Hills NSW

as joint tenants/tenants in common

(F)

U378917 U378917

## (G) 1. TERM Two Years

2. COMMENCING DATE: 16<sup>th</sup> January 1997

3. TERMINATING DATE: 15<sup>th</sup> January 1999

4. With an OPTION TO RENEW for a period of Three (3) years set out in clause 13

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

6. Together with and reserving the RIGHTS set out in

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)

O. Gonde R. J. L.

AUSDOC Commercial & Law Stationers P/L

Webster

O. Gonde

Prod 45A

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

DATE OF EXECUTION

8/5/97

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

Signature of Witness

Name of Witness (BLOCK LETTERS)

Address of Witness



Signature of Lessor

DIRECTOR

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

Signature of Witness

Name of Witness (BLOCK LETTERS)

Address of Witness

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. 4378917 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 Sydney in the State of NSW on 10-2-1998 in the presence of

Signature of Witness

Name of Witness (BLOCK LETTERS)

Address of Witness

Signature of Lessor

**THIS IS THE ANNEXURE MARKED 'A' REFERRED TO IN LEASE**

DATED:

5/5 19 97

BETWEEN: Webster and Lumisden Pty Limited (as the Lessor)

AND: Robert Gonda and Vashti Gonda (as the Lessee)

W O. G. MW

relating to the whole of the land in Certificate of Title Folio Identifier 1/167520

R

**1. DEFINITIONS & INTERPRETATION**

In this Lease except where inconsistent with the context:

- (a) 'the Lessor' means the Lessor, its successors and assigns or in the case of a person the Lessor, his executors, administrators and assigns and the servants and agents of the Lessor;
- (b) 'the Lessee' means, where only one Lessee is a party, the Lessee, his executors, administrators and permitted assigns and, in the case of a company, the Lessee and its successors and permitted assigns and the servants and agents of the Lessee;
- (c) 'the Premises' means the land leased together with all improvements on the land up to and including the outside face of external walls and the centre line of any dividing walls and includes all fixtures, fittings, furnishings, plant, machinery and equipment, if any, now or in the future installed by the Lessor and also its grounds and gardens;
- (d) any covenant or agreement by more than one person binds them jointly and severally;
- (e) words importing the singular number shall include the plural and vice versa;
- (f) words importing one gender shall include every gender;
- (g) a reference to a person includes a corporation and vice versa;
- (h) references to statutes, instruments, regulations, ordinances or by-laws shall extend to all statutes, instruments, regulations, ordinances or by-laws amending consolidating or replacing them; and

W O. G. MW

R

R

W O. G. MW

W O. G. MW

R

O. Gonda

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- (i) headings and marginal notes have been inserted for guidance only and do not form any part of the context of the Lease.

## 2. EXCLUSION OF STATUTORY PROVISIONS

- 2.1 The covenants powers and provisions implied in leases by virtue of Sections 84, 84A, 85 and 86 of the Conveyancing Act 1919 shall not apply to this Lease and are expressly negated.
- 2.2 The employment in this Lease of words in any of the forms of words contained in the first column of Part II of Schedule IV to the Conveyancing Act 1919 shall not imply any covenant under Section 86 of that Act.
- 2.3 To the extent permitted by law the application to this Lease of any moratorium or other Act whether State or Federal having the effect of extending the term, reducing or postponing the payment of rent, or otherwise affecting the operation of the terms of this Lease to the detriment of the Lessor is expressly excluded and negated.
- 2.4 Any provision of this Lease which is in breach of any statute, regulation, by-law or ordinance and in consequence of such breach or for any other reason is void, voidable, unenforceable or invalid shall in any such case be severable from this Lease and this Lease shall be read as though such provision did not form part of it at any time.

## 3. RENT AND RENT REVIEW

The Lessee covenants to pay rent to the Lessor in the manner it directs in writing during the term of this Lease free of all deductions at the rate reserved.

### 3.1 Rent Subject to CPI Adjustment

The Lessee will pay to the Lessor a rent of seventy six thousand dollars (\$76,000) per annum, such rent to be paid in advance by regular and consecutive calendar monthly payments of six thousand three hundred and thirty three dollars and thirty four cents (\$6,333.34) each on the 16th day of each month in each year during the term, the first being payable on 16<sup>th</sup> day of January 1997 and thereafter on the 16th day of each month provided always that the rental shall be reviewed on the first and each subsequent anniversary of the date of commencement of the term ('the date of review'). The rental payable by the Lessee for the year following each date of review shall be determined:

*[Signature]* RG

*[Signature]* R

*[Signature]*

VG

O.G.

*[Signature]* U. Gonde



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- (a) in the case of the first review, by multiplying the rent payable on the date of commencement of the term by a fraction the numerator of which shall be the Price Index applicable on the date of review and the denominator of which shall be the Price Index applicable on the date of commencement of the term; and
- (b) in the case of each and every review subsequent to the first review by multiplying the rent payable for the year immediately prior to the date of review by a fraction the numerator of which shall be the Price Index applicable on that date of review and the denominator of which shall be the Price Index applicable on the immediately preceding date of review.

The rent payable for the year following the date of review shall in no case be less than the rent payable for the year immediately preceding the date of review multiplied by 104%.

#### 4. USE OF PREMISES

- 4.1 The Lessee shall not use the Premises otherwise than for the purpose of manufacturing, assembly, light metal fabrication, warehousing, distribution, wholesaling, and showrooming of art, posters, murals and shopping centre special effects materials/merchandise with ancillary activities and associated office administration.
- 4.2 The Lessee acknowledges and agrees that the Lessor and its servants and agents have not in any way warranted or represented that the Premises are or will remain suitable or adequate for any of the purposes of the Lessee and the Lessee shall be deemed to have satisfied itself in that regard prior to entering into this Lease and to the fullest extent permitted by law all warranties and all representations howsoever made as to suitability and as to adequacy otherwise applicable to this Lease or the Premises are expressly negated.
- 4.3 Should the use to which the Premises are put by the Lessee require the Licence consent or approval of any competent Authority then the Lessee warrants to the Lessor that it will obtain at its own expense such licence, consent or approval and the Lessee shall at its expense maintain such licence, consent or approval as valid and operative during its occupation of the Premises. The Lessee shall comply with all conditions attaching to any such licence, consent or approval. Notwithstanding anything herein contained should the Lessee lodge a Development Application with South Sydney Council for its approval of the use of the Premises and either such approval is refused or it is approved with terms and conditions which are such that they would cause unreasonable restriction on the Lessee's use then the Lessee may notwithstanding anything herein contained or implied terminate this Lease by giving one month's notice

*[Handwritten signature]*  
*R. J. B.*

*[Handwritten signature]*

*V. G.*

*U. G.*

*U. Gonda*

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in writing to the Lessor and at the expiration of that notice this lease shall be at an end.

4.4 The Lessee shall pay to the proper Authorities all charges for utility and other services connected to the Premises (if separately metered) and should the Lessee default in payment of such charges the Lessor may pay the same and immediately recover the amount paid as if it were rent in arrears payable by the Lessee.

4.5 The Lessee shall not:

- (a) use or permit to be used for other than for their designed purposes any of the fixtures or fittings in the Premises;
- (b) store or use inflammable or dangerous substances upon the Premises (except as may be necessary for the ordinary conduct of the permitted use of the Premises);
- (c) do or permit to be done on the Premises anything which in the opinion of the Lessor may become a nuisance or a disturbance, obstruction or cause of damage to the Lessor or to adjoining or nearby owners or occupiers or use the Premises in any noisy, noxious or offensive manner;
- (d) permit any sign, advertisement, name or notice to be placed on any part of the Premises where such sign, advertisement, name or notice is of an incongruous or unsightly nature having regard to the character and use of the Premises and adjoining lands and prior to the installation or placement of any sign, advertisement, name or notice the Lessee shall at its expense:
  - (i) obtain the Lessor's prior written consent (which consent shall not unreasonably be withheld); and
  - (ii) obtain the prior consent of any relevant competent Authority;
- (e) do anything by which the working or efficiency of any plant or other equipment servicing the Premises may be affected;
- (f) hold or permit to be held any auction sale upon the Premises; and
- (g) place or store in or upon the Premises goods or articles heavier than the floor or walls will safely carry or support or do or permit to be done anything by which the Premises or any part thereof may be damaged or strained or its walls or floors caused to sag from the right lines.

*[Handwritten signature]*

*VG*

*R. J. R.*

*U. G.*

*U. G.*

*U. Gonder*

## 5. MAINTENANCE, REPAIRS, ALTERATIONS AND ADDITIONS

- 5.1 (a) The Lessee shall keep the Premises and all fixtures and fittings installed or provided by the Lessor in good repair and at the expiration or sooner determination of the term of this Lease shall yield up the Premises and the fixtures and fittings of the Lessor in good repair.
- (b) The obligations of the Lessee stated in the above paragraph do not include responsibility for fair wear and tear and any damage caused by flood, fire, storm and tempest where such damage is not attributable to any act or omission on the part of the Lessee and persons under its control.
- (c) The Lessee shall keep such of the plant or machinery located within the Premises maintained, serviced and in good repair and will enter into and keep current at the Lessee's expense such maintenance, service and repair contracts as are reasonably required by the Lessor for that purpose with contractors approved by the Lessor.
- (d) The Lessee shall at the Lessee's expense:
- (i) keep the Premises clean and ensure that all wastes and rubbish are promptly and properly removed;
  - (ii) immediately make good any damage to any part of the Premises or any part thereof caused by the Lessee and persons under its control;
  - (iii) immediately replace all glass broken by the Lessee and persons under its control;
  - (iv) replace all damaged or non-operative light globes and tubes within the Premises;
  - (v) take any steps necessary to control any pest infestation occurring within the Premises and if required by the Lessor engage for that purpose a pest exterminator approved by the Lessor;
  - (vi) repair or where appropriate replace heating, lighting, electrical or plumbing fittings installed in the Premises broken or damaged by the Lessee and persons under its control;
  - (vii) comply with all statutes, regulations, by-laws or ordinances affecting the Premises or any fixtures or fittings installed by the Lessee therein and where the Premises are used as a place of work the Lessee shall take all necessary steps to comply with the provisions of the Occupational Health and Safety Act (1983) or its regulations and the

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Lessee shall indemnify the Lessor against any failure on the part of the Lessee and/or persons under its control to comply with the provisions of this sub-clause;

- (viii) comply with any notices or orders which may be given by any competent Authority in respect of the Premises or their use by the Lessee and indemnify the Lessor in respect of all such matters provided that the Lessee shall be under no liability in respect of any structural alterations required in terms of this sub-clause and the preceding sub-clause unless that liability arises out of the Lessee's use or occupation of the Premises;
  - (ix) keep and maintain the waste pipes, drains and water closets within or servicing the Premises in a clean, clear and operative condition and shall employ licensed tradesmen to clear any blockages which may occur therein. In addition the Lessee shall regularly clean and service any grease trap provided for the use of the Premises; and
  - (x) effectively maintain and keep in good working order and condition any fire protection and safety equipment servicing the Premises including all sprinklers, alarms, hose cocks, hoses and reels, extinguishers, detectors and the like to the standards prescribed or recommended by the Board of Fire Commissioners and/or the Standards Association of Australia.
- 5.2 Should the Lessor at the request of the Lessee agree to provide a cleaning service for the Premises then the Lessor shall not be liable for any loss or damage to the property business or effects of the Lessee caused or alleged to have been caused by the operators of such service.
- 5.3 The Lessee shall immediately give notice to the Lessor of:
- (a) any damage to and of any accident or defects in the Premises or in any of the services or other facilities provided by the Lessor in the Premises;
  - (b) any circumstance likely to occasion any damage or injury occurring within the Premises;
- 5.4 (a) The Lessee shall redecorate the Premises throughout to the satisfaction of the Lessor within 3 months prior to the termination date of this Lease. The term 'redecorate' shall include the washing down of the whole of the Premises including all partitions or additions made to the Premises and the treatment as previously treated of all surfaces of the Premises by painting, staining, polishing or other method approved by the Lessor, and also the replacing of all carpet or floor tiles which are worn or

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damaged otherwise than by fair wear and tear and in need of replacement.

- (b) Should the Lessee fail to redecorate the Premises by the dates specified the Lessor may undertake that redecoration at the Lessee's expense and the Lessee shall repay amounts so expended by the Lessor on demand.
- 5.5
- (a) The Lessee shall not install or use in the Premises internal partitions other than of a standard as to type, quality and size as the Lessor shall approve.
  - (b) The Lessee shall not make alterations or additions to the Premises nor install or alter any partitioning nor install or place any heavy equipment fitting or fixture or machinery likely to disturb the efficient operation of the air conditioning or other system servicing the Premises without the Lessor's prior written approval and:
    - (i) in seeking the Lessor's approval to any proposed alteration addition or installation the Lessee shall submit plans and specifications of the proposed work; and
    - (ii) the Lessor may require as a condition of its approval that:
      - (A) any such proposed work shall be supervised by a person or consultant nominated by the Lessor;
      - (B) any such proposed work shall be executed by contractors or tradesmen as are approved by the Lessor (which approval shall not unreasonably be withheld);
      - (C) the Lessee pay on demand all costs incurred by the Lessor in considering the proposed work, and in the supervision of that work including the fees of architects or other Estate consultants employed by the Lessor;
      - (D) the Lessee obtain at its expense from any competent Authority all necessary approvals or permits necessary to enable such proposed work to be lawfully executed and on request by the Lessor produce for inspection to the Lessor copies of all such approvals and permits from any such competent Authority;
      - (E) upon completion of the proposed works the Lessee shall produce to the Lessor in regard to the works or if so required in regard to the Premises a Building Certificate from the relevant Local Council under Section 172 of the Local

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Government Act, 1993 and/or such other evidence or certificate from the Council or any other relevant Authority as the Lessor may stipulate as a condition of its consent; and

- (F) the Lessee reimburse the Lessor any cost or expense as may be incurred by the Lessor as a result of the installation operation or removal of any such equipment, fixture, fittings or machinery.

5.6 (a) The Lessee shall prior to the expiration of the term of this Lease remove all partitions, alterations, additions or other fixtures or fittings installed or made by the Lessee and make good any damage to the Premises caused by such removal and where the term of this Lease shall be determined prior to the termination date the Lessee shall effect such removal and making good of damage within a reasonable time after such determination.

(b) If the Lessee shall not have completed such removal and making good on the expiration of the term of this Lease (or in the case of the determination of the term of this Lease within a reasonable time after such determination) then the Lessor may remove and store such partitions, alterations, additions or other fixtures, fittings or goods as the Lessee shall have failed to remove and the Lessee undertakes to repay on demand all costs and expenses incurred by the Lessor in so doing and the Lessor may alternatively elect not to effect such removal in which case the Lessor shall by notice in writing given to the Lessee notify the Lessee that unless the Lessee shall have effected such removal within 14 days after the date on which such notice is given requiring such removal then those partitions, alterations, additions or other fixtures, fittings or goods as have not been removed by the Lessee shall be forfeit to the Lessor and shall at the expiration of such 14 day period become the property of the Lessor.

(c) Until such time as the removal and making good required by this clause so as to permit re-letting of the Premises is completed by the Lessee or by the Lessor upon the Lessee's default in that regard then the Lessee shall pay or allow to the Lessor by way of liquidated damages in relation to any such default a sum equivalent to the rental payable by the Lessee immediately prior to the expiration or determination of the term of this Lease for the period until the Premises are made fit for re-letting.

5.7 The Lessee will from time to time during the term of this Lease keep up the fences of or belonging to the Premises and renew any parts thereof that may be required to be made new in a good and workmanlike manner.

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## 6. INSURANCE RELEASES AND INDEMNITY

6.1 The Lessee shall keep current at all times during its occupation of the Premises:

- (a) a policy of public risk insurance applicable to the Premises and the business carried on therein in the joint names of the Lessor and the Lessee for an amount not less than \$5 million (being the amount which may be paid arising out of any one single accident or event) or such higher amount as the Lessor may from time to time require;
- (b) an insurance policy in the joint names of the Lessor and the Lessee for the full insurable value on a replacement basis against all insurable risks of all glass (including plate glass) in or enclosing the Premises; and
- (c) an insurance policy for the full insurable value of all plant, fittings and stock of the Lessee against loss or damage sustained thereto by fire, fire fighting activities, flooding, fusion, explosion, lighting, civil commotion, storm, tempest, earthquake, burglary, malicious damage or other insurable risk.

Such insurance policies shall be effected with an insurance company approved by the Lessor (which approval shall not unreasonably be withheld) and the Lessee will if so requested by the Lessor provide the Lessor with copies of such policies and from time to time with a certificate of currency for such policies.

6.2 The Lessee and persons under its control shall not do or permit to be done anything upon the Premises by which any insurance effected by the Lessor or by the Lessee may be rendered void or voidable or (except with the Lessor's prior written approval) by which the premium payable on any such insurance shall be liable to increase. The Lessee shall as and when required by the Lessor pay all extra premiums payable by the Lessor on account of extra risk caused by the use to which the Premises are put by the Lessee. For the purposes of this clause the Lessor shall provide the Lessee with evidence of the annual amount of insurance payable and/or paid by it for the full year commencing prior to the Lessee's occupation on January 16<sup>th</sup> 1997 and any extra premium payable by the Lessor shall be deemed to be on account of extra risk caused by the use to which the Premises are put by the Lessee.

6.3 The Lessee covenants at all times and in all respects to comply with the requirements of the Insurance Council of Australia, the Board of Fire Commissioners of New South Wales and with the requirements of any relevant statute, regulation or other notice issued by any similar Authority and without limiting the foregoing in particular with all fire equipment and emergency ventilation requirements.

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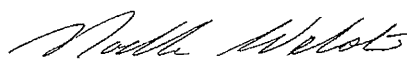
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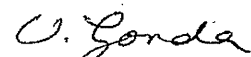
- 6.4 The Lessee agrees to occupy and use the Premises at the Lessee's risk and releases to the fullest extent permitted by law the Lessor its servants, agents and contractors from all claims and demands of any kind and from all liability which may arise in respect of any accident, damage or injury occurring to any person or property in or about the Premises.
- 6.5 The Lessee shall indemnify the Lessor against all claims, actions, losses and expenses of any nature which the Lessor may suffer or incur or for which the Lessor may become liable in respect of or arising out of:
- (a) the negligent or careless use or misuse by the Lessee and persons under its control of the Premises or any of the utility or other services to the Premises or arising out of any faulty fixture or fitting of the Lessee; and
  - (b) any accident or damage to property or injury or death suffered by any person arising from any occurrence in or near the Premises to any person or property using or near the Premises.

## 7. ASSIGNMENT AND SUB-LETTING

- 7.1 Subject to the following, the Lessee will not during the continuance of the Lease assign or transfer this Lease or demise, sub-let, part with, share the possession of, or grant any licence affecting, or mortgage, charge or otherwise deal with, or dispose of the Premises or any part thereof, or by any act or deed procure the Premises or any part thereof to be assigned, transferred, demised, sub-let unto shared or put into possession of any person or persons.
- 7.2 The Lessee shall be entitled to assign or transfer this Lease or sub-let the Premises or part thereof with the prior written consent of the Lessor which consent shall not be unreasonably withheld if:
- (a) the Lessee is not in default in the observance and performance of the covenants and agreements on the part of the Lessee herein contained or implied; and
  - (b) the Lessee proposes to assign or transfer this Lease or sub-let the Premises to a person who:
    - (i) proves to the satisfaction of the Lessor that he is a respectable, responsible and solvent person or company and is capable of adequately complying with the covenants and agreements on the Lessee's part herein contained;

  
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- (ii) enters into a covenant with the Lessor in a form reasonably required by the Lessor that he or it will duly perform and keep the covenants and agreements on the Lessee's part herein contained;
- (iii) furnishes to the Lessor such guarantee or guarantees of the performance of his obligations under this Lease as the Lessor shall require; and
- (iv) pays to the Lessor its administrative costs and its legal costs and disbursements (including stamp duty and the costs and disbursements of obtaining any necessary mortgagee's consent) of and incidental to the giving of its consent and the preparation and execution of the covenant referred to above.

7.3 If the Lessee is a company other than a company whose shares are listed on any Australian Stock Exchange the Lessee shall not without the prior written consent of the Lessor register record or enter in its books any transfer of any share or shares in the capital of the Lessee or deals with any beneficial interest in any such share or shares or issue any new share or shares or take or attempt to take any action having the effect of altering the effective control of the Lessee or having the effect that the shareholders of the Lessee at the date hereof together beneficially hold or control less than 51% of the voting rights of capital in the Lessee.

7.4 Notwithstanding anything contained elsewhere in this clause the Lessor may withhold its consent to any transfer, assignment or sublease if in the Lessor's absolute discretion it considers the identity of the Transferee, Assignee or Sublessee would or could create a security risk to the Premises or to the occupiers of the adjoining or neighbouring lands.

#### 8. RENT ABATEMENT AND DAMAGE TO BUILDING

8.1 In case the whole or any part of the Premises shall be damaged by fire or other cause so as to render the Premises unfit for occupation and use by the Lessee then provided such damage is not occasioned by any act or neglect of the Lessee and/or persons under its control:

- (a) the rent reserved by this Lease and the Lessee's obligation to pay outgoings or a proportionate part thereof according to the nature and extent of the damage shall abate; and
- (b) any remedies for recovery of rent falling due after such destruction or damage shall be suspended until the Premises have been made fit for occupation by the Lessee.

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Any dispute arising under this provision as to the amount of rent to be abated shall be determined by a qualified valuer nominated by the parties or failing such nomination then by the President for the time being of the New South Wales Division of the Australian Institute of Valuers and Land Economists or a qualified valuer nominated by him for that purpose who shall make a final determination of the amount by which the rent reserved is to be abated and of the duration of such abatement and in making such determination such valuer shall be deemed to be acting as an expert and not as an arbitrator and the costs incurred in having such determination made shall be borne equally by the parties.

8.2 If the Premises shall be totally destroyed or rendered wholly or substantially unfit for use and occupation by the Lessee then:

- (a) the Lessor may notwithstanding anything herein contained or implied terminate this Lease by giving not less than one month's notice in writing to the Lessee and at the expiration of that notice this Lease shall be at an end;
- (b) except where the destruction has been caused by the act or omission of the Lessee or of any person under the Lessee's control the Lessee may terminate this Lease by giving not less than one month's notice in writing to the Lessor and at the expiration of that notice this Lease shall be at an end;
- (c) no liability shall attach to either the Lessor or the Lessee by reason of termination of this Lease pursuant to clauses 8.2(a) or 8.2(b) but except as aforesaid that any termination shall be without prejudice to the rights of either party in respect of any antecedent breach or non-observance of any covenant or provision of this Lease; and
- (d) nothing herein contained or implied shall be deemed to impose any obligation on the Lessor to rebuild or re-instate or make fit for occupation the Premises or upon the happening of such destruction.

## 9. HOLDING-OVER

Should the Lessee with the consent of the Lessor continue to occupy the Premises beyond the expiration of the term of this Lease (otherwise than pursuant to the grant of a further lease) he shall do so as a monthly tenant only at a rental payable monthly in advance, the first such payment to be made on the day following the termination date equal to one-twelfth of the annual amount of the rent payable under this Lease immediately prior to the expiration of the term of this Lease multiplied by 110%.

Such tenancy shall be subject to the terms and conditions of this Lease as far as they can be applied to a monthly tenancy and the tenancy so created shall be

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determinable at any time by either party by giving one month's notice in writing to that effect to the other party.

## 10. DEFAULT

### 10.1 In the event that:

- (a) the rent reserved or any part thereof or any other money payable by the Lessee to the Lessor shall remain unpaid for a period of 14 days after the date on which the same ought to have been paid (although no formal or legal demand shall have been made);
- (b) the Lessee commits permits or suffers to occur any default in or breach of the due and punctual observance and performance of the provisions of this Lease and such default is continued for fourteen (14) days after the Lessor serves on the Lessee a notice specifying the breach and if the breach is capable of remedy requiring the Lessee to remedy the breach and if not, then requiring the Lessee to make compensation in money for the breach, or in case the repairs required by such notice are not completed within the time therein specified;
- (c) if the Lessee is a company, an order is made or a resolution is passed for the winding up of the Lessee (except for the purpose of reconstruction or amalgamation with the prior written consent of the Lessor which shall not be unreasonably withheld) or if the Lessee goes into liquidation or makes an assignment for the benefit of or enters into an arrangement or composition with its creditors or stops payment of or is unable to pay its debts within the meaning of the Corporations Law or if a manager or receiver of any of its assets be appointed or an inspector be appointed pursuant to the Corporations Law;
- (d) if the Lessee being an individual, becomes bankrupt or commits an act of bankruptcy or brings his estate within the operation of any law relating to bankruptcy; or

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~~(e) if the execution is levied against the Lessee;~~

then in any one or more of such events the Lessor shall have the right by itself or its authorised agent at any time thereafter and without notice to or demand on the Lessee and notwithstanding prior waiver or failure by the Lessor to take action in respect of any such matter thing or default whether past or continuing to re-enter into and upon the Premises or any part thereof in the name of the whole and thereby determine the estate of the Lessee but without prejudice to any action or other remedy which the Lessor has or may have for arrears of rent or breach of any covenant or provision or for damages as a result of any such event and thereupon

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the Lessor shall be freed and discharged from any action suit claim or demand by or obligation to the Lessee under or by virtue of this Lease.

- 10.2 In the case of the happening of any event whereby the Lessor may become entitled to re-enter and take possession of the Premises and to determine this Lease after necessary compliance with any relevant statutory provision as to the exercise of rights of forfeiture (of which the statutory declaration of any officer of the Lessor shall be conclusive evidence for the purpose of the Registrar General) the Lessee for himself and his successors in title irrevocably appoints the Lessor and each of its Attorneys and their respective substitutes and the successors in title of the Lessor severally to be the Attorney of the Lessee (including any successor or assign) for him in his name and as his act and deed from time to time if and when such Attorney shall think fit for the purpose of giving full effect to the power of re-entry to execute a surrender of the Lease and to procure the registration thereof and to record this Power of Attorney and procure to be done any act matter or thing which may be requisite or proper for giving full effect thereto according to the Real Property Act 1900, or any law or usage for the time being in force in the State of New South Wales and all such Attorney shall lawfully do or purport to do or cause to be done by virtue of the appointment is by this deed ratified and confirmed.
- 10.3 On each and every occasion in which the Lessee omits or neglects to pay any money or to do or effect anything which the Lessee has herein covenanted to pay do or effect then the Lessor may without prejudice to any rights and powers arising from such default pay such money or do or effect such thing by itself its Architects agents contractors and workmen as if it were the Lessee and for that purpose the Lessor 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 or effecting any such thing and the Lessor may recover from the Lessee the amount expenses and costs of such payment doing or effecting forthwith.
- 10.4 If any rent or other money payable by the Lessee under this Lease remains unpaid for 14 days after their due date then the Lessee shall pay to the Lessor interest on that money at the annual percentage rate equivalent to the prime overdraft rate for the time being applied by the Commonwealth Bank of Australia ('the Bank') in respect of an overdraft limit in excess of \$100,000 (or in the event of the Bank ceasing to quote such a rate then such a rate as in the opinion of the Bank is equivalent thereto in respect of similar overdraft accommodation afforded to prime borrowers) plus 2% per annum calculated from the due date to the date of payment (both dates included) and the Lessor will be entitled to recover that money and/or that interest as if the same were rent in arrears.

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## 11. ESSENTIAL TERMS

- 11.1 (a) It is expressly agreed notwithstanding anything else herein contained that each of the following covenants are essential terms of the Lease:
- (i) clause 3 relating to the payment of the annual rent throughout the term and during any period of holding over at a date no later than 14 days after the due date for payment of each monthly instalment;
  - (ii) clause 4 relating to the Lessee's use of the Premises;
  - (iii) clause 5 relating to the maintenance and repair of the Premises; and
  - (iv) clause 7 relating to assignment and sub-letting.
- (b) In respect of the Lessee's obligation to pay rent, the acceptance by the Lessor of arrears or of any late payment of rent shall not constitute a waiver of the essentiality of the Lessee's obligation to pay rent in respect of those arrears or of the late payments or in respect of the Lessee's continuing obligation to pay rent during the lease term.
- (c) The Lessee covenants to compensate the Lessor in respect of any breach of an essential term of this Lease and the Lessor is entitled to recover damages from the Lessee in respect of such breaches. The Lessor's entitlement under this clause is in addition to any other remedy or entitlement to which the Lessor is entitled (including to terminate this Lease).
- 11.2 (a) In the event that the Lessee's conduct (whether acts or omissions) constitutes a repudiation of the Lease (or of the Lessee's obligations under the Lease) or constitutes a breach of any lease covenants, the Lessee covenants to compensate the Lessor for the loss or damage suffered by reason of the repudiation or breach.
- (b) The Lessor shall be entitled to recover damages against the Lessee in respect of repudiation or breach of covenant for the damage suffered by the Lessor during the entire term of this Lease.
- (c) The Lessor's entitlement to recover damages shall not be affected or limited by any of the following:
- (i) if the Lessee shall abandon or vacate the Premises;
  - (ii) if the Lessor shall elect to re-enter or to terminate the Lease;
  - (iii) if the Lessor shall accept the Lessee's repudiation; or

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- (iv) if the Parties' conduct shall constitute a surrender by operation of law.
- (d) The Lessor shall be entitled to institute legal proceedings claiming damages against the Lessee in respect of the entire lease term, including the periods before and after the lessee has vacated the Premises, and before and after the abandonment, termination, repudiation, acceptance of repudiation or surrender by operation of law referred to in clause 11.2(c), whether the proceedings are instituted either before or after such conduct.
- (e) In the event of the Lessee vacating the Premises, whether with or without the Lessor's consent, the Lessor shall be obliged to take reasonable steps to mitigate his damages and to endeavour to lease the Premises at a reasonable rent and on reasonable terms. The Lessor's entitlement to damages shall be assessed on the basis that the Lessor should have observed the obligation to mitigate damages contained in this paragraph. The Lessor's conduct taken in pursuance of the duty to mitigate damages shall not by itself constitute acceptance of the Lessee's breach or repudiation or a surrender by operation of law.

## 12. COSTS AND EXPENSES

The Lessee shall pay:

- (a) the Lessor's legal costs and all duties, fees, charges and expenses of or incidental to the preparation, completion, stamping and registration of the Lease (including any costs and disbursements involved in obtaining the consent of any mortgagee of the Premises or the land) and any renewal thereof and any agreement for lease and any application for the consent of the Lessor; and
- (b) the Lessor's legal costs and all duties, fees, charges and expenses of or incidental to any and every breach or default by the Lessee, including any expenses incurred in obtaining the consent of any mortgagee, and/or incidental to the exercise or attempted exercise of any right, power, privilege, authority or remedy of the Lessor under or by virtue of this Lease and the fees of all professional consultants (including the Lessor's managing agent) properly incurred by the Lessor in consequence of or in connection with the breach or default by the Lessee.

## 13. OPTION TO RENEW

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Should the Lessee wish to take a further lease of the Premises for a further term of three (3) years from the expiration of the term of this Lease and of such wish shall prior to the expiration of the term give to the Lessor not less than three (3) months' notice in writing and shall in the meantime duly and punctually pay the rent reserved by this Lease at the times appointed for payment and shall duly perform and observe the covenants and agreements by and on the part of the Lessee contained in this Lease up to the expiration of the term granted the Lessor will at the expense of the Lessee demise to the Lessee the Premises for a further term of three (3) years at a rental to be agreed upon by the parties but to be not less than the rental payable immediately prior to the expiration of the term granted multiplied by 104%. In the event of the parties failing to agree on the rental then at such market rent being not less than the rental payable immediately prior to the expiration of the term granted multiplied by 104% as shall be determined by a qualified valuer nominated by the parties or failing such nomination then by the President for the time being of the New South Wales Division of the Australian Institute of Valuers and Land Economists or a qualified valuer nominated by him for that purpose. In making such determination the following provisions shall apply:

- (a) the valuer shall act as an expert and not as an arbitrator; and
- (b) the fees and costs of the valuer shall be borne by the parties as determined by the valuer.

Such further lease shall be subject to the same conditions and covenants as this Lease except for this present condition for renewal.

#### 14. LESSOR'S COVENANTS

- 14.1 The Lessor shall pay all rates, taxes and assessments charged upon the Premises except those which the Lessee is obliged to pay.
- 14.2 The Lessee paying the rent reserved and duly and punctually observing and performing the covenants, obligations and provisions in this Lease on the part of the Lessee to be observed and performed shall and may peaceably possess and enjoy the Premises for the term granted without any interruption or disturbance from the Lessor or any other person or persons lawfully claiming by from or under the Lessor.

#### 15. RIGHTS RESERVED BY THE LESSOR

- 15.1 The Lessor reserves the right to use maintain and repair all services and/or associated fixtures and fittings passing through the Premises.

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*Paula Webster* *V. Gonda*

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15.2 The Lessor shall have the right (but not the obligation) to enter upon the Premises with all necessary materials and equipment at all reasonable times and on reasonable notice (but at any time and without notice in the case of an emergency):

- (a) to enter and view the state of repair of the Premises and to ascertain whether or not there has been any breach of the terms of this Lease;
- (b) to carry out repairs or other works to the Premises or any services therein or to any adjacent building;
- (c) to execute any work required to remedy a defect which is the Lessee's duty to repair if the Lessee has not within 21 days of the date of receipt by the Lessee of written notice from the Lessor requiring such defect to be repaired taken steps to remedy the defect and without prejudice to other remedies the Lessor may recover the costs of such repairs from the Lessee forthwith on demand;
- (d) for the purpose of complying with the terms of any present or future legislation affecting the Premises or of any notice served on the Lessor or Lessee by any competent Authority for which the Lessee is not responsible in terms of this Lease;
- (e) in the event the Premises are either destroyed or damaged for the purposes of rebuilding or restoration;
- (f) for the purpose of carrying out any repairs alterations or other works to the utility or other services provided to the Lessee; and
- (g) at all reasonable times to exhibit to prospective tenants or purchasers the Premises and at all times within three (3) months immediately preceding the termination of this Lease to affix and exhibit where the Lessor shall think fit at any time the usual 'For Sale' and the usual 'To be Let' notices and in each case with the name and address of the Lessor and/or its agent thereon and the Lessee will not remove any such notice without the written consent of the Lessor.

In exercising such rights the Lessor shall use its best endeavours to minimise any disturbance caused to the Lessee in its occupation and use of the Premises.

## 16. NOTICES AND SERVICE

Any notice to be given to or demand to be made upon the Lessee by or on behalf of the Lessor shall be deemed to be duly given or made if the same be signed by the Lessor or the solicitors for the Lessor or if the Lessor is a company on behalf of the

*[Signature]*  
*RFL*

*RS*  
*W*

*[Signature]*

*VS*  
*U.S.*

*C. Gonde*



C. Gonda

-20-

RG X  
VG X  
W O.G.  
MW  
The Lessee shall on or before the signing of this Lease arrange for the issue of a Bank or other institution approved by the Lessor of a guarantee in favour of the Lessor for an amount of nineteen thousand dollars (\$19,000) and will on each and every anniversary of the term of this lease and any holding over period provide a replacement guarantee for an amount equal to three (3) months rent at such anniversary. Such bank guarantee shall be held as security against any failure by the Lessee to comply with the terms and conditions of this Lease including the care or repair of the premises and the payment of rent and in the event of such failure the Lessor shall be entitled to call upon the Bank guarantee to recover any loss or damage sustained.

19. ~~DEMOLITION CLAUSE~~

RG X  
VG X O.G.  
MW  
19.1 Notwithstanding anything herein contained the Lessor and the Lessee hereby covenant and agree that in the event that the Lessor requires the Premises during the term of this Lease for demolition or redevelopment, in the absolute discretion of the Lessor, the Lessee shall (without Notice to Quit) surrender to the Lessor any unexpired residue of the term (together with any right of renewal when available) for the time being current at the expiration of six (6) months written notice (hereinafter called "the Notice") from the Lessor to the Lessee. The Lessor and the Lessee further covenant and agree to sign such documents and do such things as may be reasonably required of them to effect the surrender and enable its registration under the Real Property Act. Notwithstanding anything herein contained the giving of the Notice in accordance with this clause shall terminate the Lease and the Lessee will not be entitled to any compensation or claim for damages as a consequence of such termination, but without prejudice to the rights of either party with respect to any antecedent breach of any covenant.

RG X  
VG X O.G.  
MW  
S & M

RHL

North Webster

U. Gonda

**CONSENT TO LEASE**

**Annexure to Lease**

From

WEBSTER AND LUMSDEN PTY. LIMITED A.C.N. 000 090 586

To

ROBERT GONDA & VASHTI GONDA

Dated

8th May, 1997

National Australia Bank Limited A.C.N. 004044937 as Mortgagee under Mortgage(s) No(s)

HEREBY CONSENTS to the within Lease subject to and without in any way limiting abridging affecting or prejudicing the rights powers and remedies of the Mortgagee under the said Mortgage(s) (or any of them) which rights powers and remedies shall remain in full force and effect as if this consent had not been given Save and Except that so long as the covenants conditions and provisions of the within Lease are duly observed and performed the Mortgagee will in the event of the exercise of the power of sale or other power or remedy of the Mortgagee on default under the said Mortgage(s) (or any of them) exercise the same subject to the then subsisting rights of the Lessee(s) under the within Lease And this limited consent is also given on the express condition that the consent of the Mortgagee is procured in all cases where the consent of the Lessor(s) is necessary under the within Lease that the Mortgagee shall not be obliged to perform any covenant or agreement by the Lessor(s) contained in the within Lease and that all rights powers and remedies of the Lessor(s) under the within Lease shall absolutely vest in and be exercisable and enforceable by the Mortgagee immediately upon the Mortgagee giving notice to the Lessee(s) of demand to enter into receipt of the rents and profits of the leased premises.

Signed at Sydney this

24th

day of

November

19 97

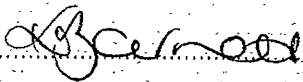
Signed in my presence

by **Fiona Mary Ferguson**  
the Attorney of National Australia Bank Limited  
pursuant to

Power of Attorney registered No. 549

Book 3834 who is personally known to me:

) Signed for and on behalf of National Australia  
) Bank Limited by its said Attorney who states that he  
) has no notice of the revocation of the said Power of  
) Attorney at the time of his executing this instrument.  
)  
)  
)



Kylie Barnett  
255 George Street  
Sydney, N.S.W.



Retail Documentation Manager

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## CAVEAT

Prohibiting Recording of a Dealing or  
or Granting of a Possessory Applica  
New South Wales



**AK51111B**

Section 74F Real Property Act 1900

**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**

1/167520

**(B) REGISTERED DEALING**

Number

Torrens Title

**(C) LODGED BY**

Document  
Collection  
Box

256L

Name, Address or DX, Telephone, and Customer Account Number if any

LLPN 123167 X

CITY AGENTS

DX 1293

SYDNEY

02 9232 2977

Reference:

QNN 443

CODE

X

**(D) REGISTERED PROPRIETOR**

WEBSTER & LUMSDEN PTY LTD ACN 000 090 586  
106 Birriga Road, Bellevue Hill, New South Wales

Postcode: 2023

**(E) CAVEATOR**

Insert the full name and residential address (residential if individual/registered office if body corporate)

MGT 7 PTY LTD ACN 609 629 165

Suite 107, Level 1/20A Dank Street, Waterloo, New South Wales

Postcode: 2017

**(F) NAME AND ADDRESS IN NEW SOUTH WALES FOR SERVICE OF NOTICES ON THE CAVEATOR**

**IMPORTANT NOTE:** The address *must* be a street address. If desired, a Document Exchange box in NSW may be provided *in addition*. If the caveator's name or address for service of notices changes, notification *must* be lodged on form 08CX.

Name: QUINN LAWYERS PTY LIMITED

Street Address: Level 1, 105 Pitt Street, Sydney, NSW

NSW Postcode: 2000

Document Exchange Box in NSW (additional): DX 518 Sydney

**(G) ACTION PROHIBITED**

1,4,5,7

**(H)** The caveator claims to be entitled to the estate or interest in the above land specified in Schedule 1 by virtue of the instrument set out in that schedule and prohibits the Registrar General from taking, with respect to the land, the action specified above unless the caveator has consented in writing or this caveat has lapsed or been withdrawn.