

LANDERER COMPANY

SOLICITORS AND ATTORNEYS

Our Ref: MH:16113004

28 November 2016

Ms Huizi Cheng
Oz Shopping Frenzy Pty Ltd
6, 66-68 Marsden Street
PARRAMATTA NSW 2150

Dear Madam

**KIOSK K104B, WESTFIELD HORNSBY
LESSEE: OZ SHOPPING FRENZY PTY LTD**

We act for the Lessor, Perpetual Trustees W.A. Limited, and enclose the following documents for your attention:

1. Lease in duplicate. Please ensure that each document is signed in accordance with the Scentre Document Signing Instructions (yellow form) attached to one copy of the Lease.
2. Scentre Document Checklist (green form). Please complete this form and return it to us with the signed documents and other requirements.

The enclosed documents are sent to you on the following conditions precedent:

- (a) The existing lessee of the premises surrendering its lease on terms and conditions acceptable to the Lessor.
- (b) Our client must be able to obtain vacant possession of the premises before possession is granted under this Lease.
- (c) Our client must approve the plans for any proposed alterations to the premises and for any illuminated sign. Any such plans should be sent directly to our client for its consideration.
- (d) The Lessee shall not be permitted to commence trading until we have received the following:

1. Executed Lease in duplicate in a form acceptable to the Lessor.

DIRECTORS

John Landerer CBE AM LLB (Syl.) Hon LLB (Warr.)

Mark Whit Houston BSc LLB

Andrew Steiner BA LLB

Leslie Pozniak BSc LLB

Angela M Hartwright LLB (Hons)

Jessica Singer BA LLB

David Malouf BCom LLB

Alice Spizzo BA LLB

David Tindale LLB

Michael Donovan BCom LLB

Robert Landerer BA LLB - Public Policy

SPECIAL COUNSEL

Bill Fragos BA LLB BCLP

Patricia Tsang BSc LLB

SENIOR ASSOCIATES

Anne Banks LLB (Hons)

Deron Hassan BA LLB

Level 31

133 Castlereagh Street

Sydney NSW 2000

Australia

Postal Address: PO Box A237

Sydney South NSW 1235

Telephone (612) 9261 4242

Facsimile (612) 9261 8516

E-Mail: info@landerer.com.au

DX 1247 Sydney

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Landerer & Company Legal Services Pty Limited t/as Landerer & Company
ABN 22 159 179 978

Liability limited by a scheme approved under Professional Standards Legislation

Legal practitioners employed by Landerer & Company Legal Services Pty Limited are members of the scheme.

Ms Huizi Cheng
Oz Shopping Frenzy Pty Ltd

28 November 2016

2. Completed Scentre Document Checklist.
3. Receipt of a cheque for \$136.30 in favour of Land & Property Information in respect of anticipated registration fees. Please ensure that your name, address and the details of the premises appear on the reverse side of the cheque.
4. Bank Guarantee for \$21,659.12 in favour of Perpetual Trustees W.A. Limited ACN 008 666 886 as trustee of the Scentre Northgate Trust for the security required under the Lease.
5. Cheque for \$6,370.84 in favour of Perpetual Trustees W.A. Limited for one month's rent in advance inclusive of GST.
6. Original Insurance Certificate(s) of Currency. We have enclosed a letter specifying our client's requirements and request that you forward it urgently to your insurance brokers.
7. Engineer's certificate certifying the structural adequacy of the fitout to be handed to centre management.

Please comply with the above requirements within fourteen (14) days from the date hereof or prior to the commencement of trading, whichever is the earlier.

If you require any assistance in connection with this matter please contact Mindya Hemakumara. . . .

Yours faithfully
LANDERER & COMPANY


JESSICA SINGER

Encls.

cc: Scentre Group

All facsimile transmissions should be forwarded to facsimile number (02) 9261 4026

Our Ref: MH:16113004

28 November 2016

TO WHOM IT MAY CONCERN

**KIOSK K104B, WESTFIELD HORNSBY
LESSEE: OZ SHOPPING FRENZY PTY LTD**

We act for the Lessor, Perpetual Trustees W.A. Limited, and advise that our client requires evidence of your client's insurance cover pursuant to the Lease.

Accordingly, we shall be pleased if you will let us have Insurance Certificate(s) of Currency confirming the following:

(a) **SITUATION OF RISK** Kiosk K104B, Westfield Hornsby

(b) **COVER**

(i) **Public Liability** - Minimum \$20,000,000.00

Insured/Interested parties **must** be noted on the Certificate as follows:-

- Oz Shopping Frenzy Pty Ltd
- Perpetual Trustees W.A. Limited
- Scentre Shopping Centre Management Pty Ltd

(ii) **Fittings and Stock**

Insured parties **must** be noted on the Certificate as follows:-

- Oz Shopping Frenzy Pty Ltd

(c) **POLICY EXPIRY DATE**

(d) **PAYMENT OF PREMIUM**

Your urgent attention to this matter would be appreciated.

Yours faithfully

LANDERER & COMPANY


JESSICA SINGER

DIRECTORS

John Landerer (CBE AM LLB (Syl.) Hon LLB (Maccy.)

Mark Wain Houston BSc LLB

Andrew Steiner BA LLM

Leslie Pazniak BSc LLB

Angela M Hartwright LLB (Hons)

Jessica Singer BA LLB

David Malouf BCom LLB

Alice Spizzo BA LLB

David Tindale LLB

Michael Donovan BCom LLM

Robert Llewellyn BA LLB - Public History

SPECIAL COUNSEL

Bill Fragos BA LLB GCLP

Patricia Tsing BSc LLB

SENIOR ASSOCIATES

Anna Banks LLB (Hons)

Deron Hassan BA LLB

Level 31

133 Castlereagh Street

Sydney NSW 2000

Australia

Postal Address: PO Box A237

Sydney South NSW 1235

Telephone (612) 9261 4242

Facsimile (612) 9261 8516

E-Mail: info@landerer.com.au

DX 1247 Sydney

SCENTRE DOCUMENT SIGNING INSTRUCTIONS

SIGNING - please read carefully!

Individual

- Sign where we have indicated with a pencilled cross. Print your name in the space provided. Make sure your signature is witnessed and the witness signs and prints his/her details in the space provided. (The witness must be an adult who is not another Lessee or Guarantor.) If there are 2 or more lessees, we have specified their tenancy on the front page of the Lease. Please advise if the tenancy specified is not correct.

Company

- If a company please ensure that 2 directors or a director and secretary of the company (unless sole director/secretary company) sign the documents. A company seal is not necessary unless the company's constitution so requires.

If any director/secretary who signs has only recently been appointed please send us a copy of the form lodged with the ASIC to notify his/her appointment as a director/secretary.

If an authorised person signs instead of a director/secretary, then we require a copy of the company resolution authorising that person to sign the documents for the company.

Guarantors

- Be sure to obtain the signature of any guarantors under the documents. A guarantor's signature must be witnessed. Make sure the witness signs and prints his/her name in the space provided. (The witness must be an adult who is not another Lessee or Guarantor.)

Power of Attorney

- If signing under power of attorney please return with the signed documents a copy of the registered power of attorney. The registration number of the power of attorney must be referred to where the attorney has signed in the documents.

Initials

- The Lessee should initial the documents where we have indicated with a pencilled cross.

Amendments

- Do not make any unauthorised amendments to the documents.

Checklist

- Please complete and return the document checklist (see separate sheet).

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SCENTRE DOCUMENT CHECKLIST

RETURN OF DOCUMENTS

Please follow the Scentre Document Signing Instructions before completing this checklist.

1. I return the following (tick appropriate boxes):

	RETURNED	N/A
▶ Signed lease	<input type="checkbox"/>	
▶ Duplicate signed lease	<input type="checkbox"/>	
▶ Bank Guarantee	<input type="checkbox"/>	<input type="checkbox"/>
▶ Cheque for Land & Property Information	<input type="checkbox"/>	<input type="checkbox"/>
▶ Insurance certificate of currency	<input type="checkbox"/>	
▶ Signed fitout deed	<input type="checkbox"/>	<input type="checkbox"/>
▶ Duplicate signed fitout deed	<input type="checkbox"/>	<input type="checkbox"/>
▶ Advance rental	<input type="checkbox"/>	<input type="checkbox"/>
▶ Fitout booklet (signed)	<input type="checkbox"/>	<input type="checkbox"/>
▶ Lease plan (signed)	<input type="checkbox"/>	<input type="checkbox"/>
▶ Section 16 certificate (if lease under 5 years)	<input type="checkbox"/>	<input type="checkbox"/>
▶ Engineer's certificate	<input type="checkbox"/>	<input type="checkbox"/>

Huizi Cheng
(sign)

Huizi Cheng
(print name)

0423 430069
(telephone no.)

can be contacted if there are any issues relating to the returned documentation for:

KIOSK K104B, WESTFIELD HORNSBY

.....
(specify premises)

IMPORTANT:

Please return all required documents with this Checklist by 12 December 2016 or prior to Lease commencement, whichever is the earlier. By doing so, you will help finalise this transaction quickly and efficiently which will benefit all parties.

Thank you for your co-operation.

LANDERER & COMPANY

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Form: 07L
Release: 4-4

LEASE
New South Wales
Real Property Act 1900

Leave this space clear. Affix additional
pages to the top left-hand corner.

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

CERTIFICATE OF TITLE VOLUME 8661 FOLIO 220
PART BEING KIOSK K104B, WESTFIELD HORNSBY

(B) LODGED BY

Document Collection Box 987T	Name, Address or DX, Telephone, and Customer Account Number if any Landerer & Company Level 31, 133 Castlereagh Street SYDNEY NSW 2000 Reference: MH:16113004	LLPN 123706T Ph: 9261 4242 DX 1247 SYDNEY	CODE L
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(C) LESSOR

PERPETUAL TRUSTEES W.A. LIMITED ACN 008 666 886

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

(D)

Encumbrances (if applicable): NIL

(E) LESSEE

OZ SHOPPING FRENZY PTY LTD ACN 615 825 324

(F)

TENANCY:

(G) 1. TERM FIVE (5) YEARS AND THREE (3) MONTHS

2. COMMENCING DATE 7 JANUARY 2017

3. TERMINATING DATE 6 APRIL 2022

4. With an OPTION TO RENEW for a period of N.A.

set out in clause N.A. of N.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 hereto.

8. Incorporates the provisions set out in N.A.

No. N.A.

9. The RENT is set out in item No. 10 of Reference Schedule

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DATE

- (H) Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the company named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.
Company: FOR EXECUTION BY PARTIES SEE PAGES 45-46
Authority:

Signature of authorised person:

Signature of authorised person:

Name of authorised person:
Office held:

Name of authorised person:
Office held:

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the company named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.
Company: FOR EXECUTION BY PARTIES SEE PAGES 45-46
Authority:

Signature of authorised person:

Signature of authorised person:

Name of authorised person:
Office held:

Name of authorised person:
Office held:

(I) STATUTORY DECLARATION*

I Huizi Cheng
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

**1-3 GEORGE STREET
PARRAMATTA**

in the State of New South Wales

on

30 NOV 2016

in the presence of

of

☒ Justice of the Peace (J.P. Number: _____)

Rhonda Newland
A Justice of the Peace in and for
the State of New South Wales
Reg. No. 159035

☐ Practising Solicitor

☐ Other qualified witness [specify] _____

who certifies the following matters concerning the making of this statutory declaration by the person who made it:

1. I saw the face of the person ~~OR I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had a special justification for not removing the covering; and~~

~~2. I have known the person for at least 12 months OR I have confirmed the person's identity using an identification document and the document I relied on was a~~ [Omit ID No.]

Signature of witness:

Signature of applicant:

Huizi Cheng

* As the services of a qualified witness cannot be provided at lodgment, the declaration should be signed and witnessed prior to lodgment. # If made outside NSW, cross out the witness certification. If made in NSW, cross out the text which does not apply.

** s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.

ALL HANDWRITING MUST BE IN BLOCK CAPITALS

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THIS IS ANNEXURE A TO THE LEASE MADE BETWEEN PERPETUAL TRUSTEES W.A. LIMITED (AS LESSOR) AND OZ SHOPPING FRENZY PTY LTD (AS LESSEE)
DATED THE _____ DAY OF _____ 20__

REFERENCE SCHEDULE

Item 1	Land	Volume 8661 Folio 220
Item 2	Premises	Kiosk K104B, Westfield Hornsby
Item 3	Lessor	<u>PERPETUAL TRUSTEES W.A. LIMITED</u> ACN 008 666 886 a company duly incorporated in the State of Western Australia having its registered office in the State of New South Wales at Level 12, 123 Pitt Street, Sydney
Item 4	Lessee	<u>OZ SHOPPING FRENZY PTY LTD</u> ACN 615 825 324 a company duly incorporated in the State of New South Wales having its registered office in that State at '6', 66-68 Marsden Street, Parramatta
Item 5	Prior Encumbrances	Nil
Item 6	Term	FIVE (5) YEARS AND THREE (3) MONTHS
Item 7	Commencement Date	7 JANUARY 2017
Item 8	Expiry Date	6 APRIL 2022
Item 9	Bank Guarantee (clause 11.13)	\$21,659.12
Item 10	Minimum Rent per annum (clause 11)	SIXTY NINE THOUSAND FIVE HUNDRED DOLLARS (\$69,500.00)
Item 11	Percentage Rent (clause 11)	TEN PERCENT (10%)

Item 12	Permitted Use (clause 13)	RETAIL SALE OF MEN'S, WOMEN'S AND CHILDREN'S SOCKS AND ASSOCIATED PRODUCTS, NAMELY LADIES HOSIERY, HATS AND SCARVES (WITH ASSOCIATED PRODUCTS LIMITED TO A DISPLAY AREA OF 20% OF THE TOTAL GROSS AREA, DEPENDING ON THE SEASON).
Item 13	Floor Area of Premises for adjustment purposes (clause 12)	20 SQUARE METRES
Item 14	Promotion Fund Contribution (clause 20)	\$5,441.00
Item 15	Ancillary Documents (clause 23.7)	NIL
Item 16	Guarantor (clause 25)	HUIZI CHENG of 6/66-68 Marsden Street, Parramatta, New South Wales
Item 17	Trading Name (clause 13.21)	SOX & CITY

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1. DEFINITIONS AND INTERPRETATION

Definitions

1.1 In this Lease except where inconsistent with the context:

"Act" means the Retail Leases Act, 1994 (NSW);

"Adjustment Date" means each anniversary of the Commencement Date;

"Bank Guarantee" means an unconditional bank guarantee or banker's undertaking without termination date from a major trading bank or an authorised deposit taking institution reasonably acceptable to the Lessor in the amount specified in Item 9 and otherwise in a form reasonably acceptable to the Lessor;

"Benchmark Rate" means the overdraft rate charged from time to time on amounts in excess of one hundred thousand dollars (\$100,000.00) by the Lessor's bank;

"Car Parks" means all the car parking areas from time to time within the Centre;

"Centre" means those parts of the lands described in Item 1 used from time to time by the Lessor as a retail shopping centre and any other leasehold or freehold lands used with them or added to them as part of the Centre and all improvements on those lands and includes the Car Parks and the Common Areas;

"Commencement Date" means the date set out in Item 7;

"Common Areas" mean the common ways, walks, malls, pedestrian pathways, galleries, toilets, passenger lifts and escalators of the Centre and any other areas of the Centre which the Lessor may properly and reasonably designate from time to time as being for use by lessees and their invitees;

"Control" shall have the same meaning as "control" in the Corporations Act, 2001 (Cth);

"Design Concept" means plans and drawings for the shopfront, shop layout and shopfront signage of the Premises approved by the Lessor acting reasonably pursuant to clause 10.1(b);

"Disclosure Statement" means the disclosure statement defined in the Act served by the Lessor on the Lessee pursuant to the provisions of the Act;

"Expiry Date" means the date set out in Item 8;

"Fitout Requirements" means the provisions contained in the book entitled Fitout Requirements (Specialty Shops) (including all appendices to that book) provided to the Lessee by or on behalf of the Lessor, as properly and reasonably amended and re-issued from time to time and includes without limitation, any site specific requirements;

"Gross Sales" shall have the same meaning as in clause 11.11;

"Guarantor" means the party named in Item 16 and includes its executors, administrators and successors;

"Holding Company" shall have the same meaning as "holding company" in the Corporations Act, 2001 (Cth);

"Item" means an item in the Reference Schedule;

"Land" means the land defined in Item 1;

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"Law" means any statute, ordinance, regulation, by-law or other form of secondary or delegated legislation in force at the Commencement Date or which comes into force at any time during the Term;

"Lease" or "this Lease" means this lease and any executed variation of this Lease;

"Lease Year" means any period of twelve months which may be adopted by the Lessor from time to time;

"Lessee" means when only one Lessee is a party to this Lease the Lessee his executors, administrators and permitted assigns. In the case of a corporation it means the Lessee its successors and permitted assigns. When two or more Lessees are parties to this Lease it means and includes the Lessees jointly and severally and each of their successors, executors, administrators and permitted assigns jointly and severally. Where not repugnant to the context it includes the licensees, employees, contractors and agents of the Lessee to the extent that they are under the effective control of the Lessee and customers of the Lessee while they are in the Premises;

"Lessee's Works" means the fitting out works referred to in clause 10.1(a) and any other works in the Premises carried out by the Lessee during the Term;

"Lessor" means and includes the lessor under this Lease and any person becoming entitled to the reversion expectant on the termination of this Lease and, where not repugnant to the context, includes the employees, contractors and agents of the Lessor to the extent that they are under the effective control of the Lessor. If the Lessor comprises two or more persons, those persons have entered into this Lease severally but not jointly nor jointly and severally and their liabilities and obligations as Lessor under this Lease are several and not joint nor joint and several liabilities and obligations;

"Manager" means the manager of the Centre as appointed from time to time;

"Month" means calendar month;

"Operating Expenses" shall have the same meaning as in clause 12.12;

"Permitted Use" means the use of the Premises permitted by this Lease being the use specified in Item 12;

"Premises" means the premises specified and defined in Item 2;

"Proposal" means the Lessor's letter of offer of a lease of the Premises to the Lessee;

"Reference Schedule" means the Reference Schedule appearing at the front of this Lease;

"Rent" means the total rent (being the Minimum Rent and any Percentage Rent) reserved by and payable under this Lease;

"Term" means the term of this Lease specified in Item 6 commencing on the Commencement Date and, where the context permits, includes the period of any holding over under this Lease; and

"Year" means a year commencing on the Commencement Date and, thereafter, on the anniversary of the Commencement Date.

Interpretation

1.2 In this Lease:

- (a) a reference to any place or thing includes a reference to any part of that place or thing;

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- (b) a reference to a clause by number or by number and letter is a reference to a clause of this Lease;
- (c) headings and column notes have been included for ease of reference and this Lease will not be construed or interpreted by reference to them;
- (d) if the Lessee is not a corporation, references appropriate to a corporation are to be construed as references to a natural person;
- (e) "person" includes a corporation, a statutory corporation, the Crown and any other body having a legal entity;
- (f) "subsidiary corporation" and "related body corporate" have the meaning given to them in the Corporations Act, 2001 (Cth);
- (g) all monetary amounts are expressed in and are in Australian dollars ("\$");
- (h) a word importing the singular includes the plural and vice versa;
- (i) a word importing a particular gender includes all other genders;
- (j) a reference either generally or specifically to an Act of Parliament includes any rules, by-laws, regulations and orders made pursuant to that Act and any modification, amendment, re-enactment or consolidation of that Act or those rules, by-laws or regulations;
- (k) if the Lessee covenants not to do a thing, that covenant will be taken to include a covenant that the Lessee will not permit or allow any other person to do that thing;
- (l) unless otherwise expressly provided, if the Lessee is required to obtain the Lessor's consent for any thing, the Lessor may give, give conditionally or withhold its consent at its absolute discretion; and
- (m) any reference to "including" is a reference to "including, without limiting the generality of the foregoing".

Lessee's Covenants and Agreements

- 1.3 Unless the context otherwise requires, each covenant and agreement given or made by the Lessee under this Lease is given in respect of the entire Term of this Lease and as if each covenant or agreement is prefaced by the words "throughout the Term".

Acknowledgement as to Upfront Price

- 1.4 The Lessee acknowledges and agrees that the payments and the manner (including any review methodology) in which those payments are calculated referred to in clauses 11.1, 11.2, 11.4, 12.1, 12.2, 12.4, 12.5, 12.6, 12.7, 12.8, 20.2 and 27 of this Lease comprise the upfront price of this Lease.

1A. IDENTITY OF LESSOR

The parties acknowledge that the Lessor will either be the party stated in Item 3 or such other party as is duly appointed trustee under or in respect of the Trust (as defined in clause 26), and by execution of this Lease the Lessee authorises the Lessor or its solicitors to make all necessary amendments to this Lease and any ancillary documents listed in Item 15 (including deletions) in order to correctly identify the Lessor. The Lessee will be notified by the Manager of any such change in the identity of the Lessor.

2. THE TERM AND THE LESSEE'S RIGHTS AND LIBERTIES

- 2.1 (a) The Premises will be held by the Lessee as lessee for the Term. The Term will commence on the Commencement Date and will expire on the Expiry Date at the Rent specified calculated and payable in the manner provided in clause 11 and subject to the further provisions of this Lease.
- (b) If clauses 3 and 4 of this Lease have been deleted but the Commencement Date of this Lease has not been inserted in Item 7 then the Commencement Date will be the earlier of:
- (i) the date which is twenty one (21) days after the date on which the Premises are properly and reasonably certified by the Lessor as ready for occupation so far as the obligations of the Lessor under this Lease are concerned; and
 - (ii) the date of the opening by the Lessee of its business upon the Premises,
- and the Lessor is authorised to complete Items 7 and 8 accordingly.
- (c) If clauses 3 and 4 of this Lease have not been deleted, the Commencement Date will be the earlier of:
- (i) the date which is twenty one (21) days after the date on which the Premises are properly and reasonably certified by the Lessor as ready for occupation so far as the obligations of the Lessor under this Lease are concerned; and
 - (ii) the date of the opening by the Lessee of its business upon the Premises,
- and the Lessor is authorised to complete Items 7 and 8 accordingly.
- 2.2 Subject to the provisions of this Lease:
- (a) the Lessee and its invitees have the right to use all Common Areas in common with the Lessor and all persons authorised by it for the purpose of pedestrian access;
 - (b) the Lessee has the right of vehicular use of any loading dock or loading platform which services the Premises or from which an access corridor leads directly to the Premises and any ramps, turning bays and vehicle access ways leading to and from a public street and any goods lift in working order in common with the Lessor and all persons authorised by it.

3. ~~CONSTRUCTION OF CENTRE~~

~~3.1 The Lessor will without expense to the Lessee erect and complete:~~

- ~~(a) the Premises substantially in accordance with the Lessor's work specified in the plan and the Fitout Requirements provided to the Lessee by or on behalf of the Lessor and marked for identification by the parties signing them; and~~
- ~~(b) the Centre or the extensions or the stages of the Centre of which the Premises will form part substantially in accordance with the plan also produced to the Lessee before signing this Lease and marked for identification by the parties signing it. However, the Lessor may make changes to the plan of the Centre as produced to the Lessee which in the Lessor's reasonable opinion may be necessary or desirable and such changes will not affect or invalidate this Lease.~~

~~3.2 Subject to clause 4 all of the works mentioned in clause 3.1(a) will be completed by the Lessor before the Commencement Date.~~

4. TIME FOR CONSTRUCTION OF THE CENTRE

- ~~4.1 The Lessor has or will let contracts for the construction of the Centre or the extensions to or the stages of the Centre of which the Premises will form part, for completion before~~
~~However, the Lessor may by notice to the Lessee given before~~
~~extend the time for completion to~~
- ~~4.2 If the Premises are not completed by the date for completion specified in clause 4.1 (as may be extended) then before the Commencement Date the Lessee may terminate this Lease by notice in writing to the Lessor and the Lessor will refund any moneys paid by the Lessee.~~
- ~~4.3 The obligations of the Lessor under clauses 3 and 4 are subject to unavoidable delays due to circumstances and events beyond the reasonable control of the Lessor. If any such delay occurs the dates specified in clause 4.1 will be extended as reasonably determined by the Lessor.~~

5. NOT USED

6. RIGHT TO INSTALL FIXTURES

- ~~Subject to clause 10 the Lessee may at all reasonable times before the Commencement Date install fixtures and other equipment but any such work must not obstruct or interfere with the construction of the Premises or the Centre.~~

7. NO ASSIGNMENT BEFORE COMMENCEMENT

The Lessee will not prior to the Commencement Date assign, transfer, mortgage or charge the rights, duties and obligations of the Lessee under this Lease.

8. SUBLEASE AND THIRD PARTY AGREEMENTS

Sublease

- 8.1 If this Lease is a sublease from the Lessor to the Lessee then the Lessor agrees to observe and perform its obligations as lessee under the head lease to the extent that they are not imposed on the Lessee under this Lease.

Not to Breach Head Lease

- 8.2 If any part of the Centre is held by the Lessor as lessee the Lessee will not at any time do or allow anything to be done which would cause the Lessor to be in breach of any of its obligations as lessee under the head lease.

Not to Breach Third Party Agreements

- 8.3 If any part of the Centre is the subject of any agreement between the Lessor and any third party relating to access over or to or from the Centre the Lessee will not do or allow anything to be done which would cause the Lessor to be in breach of any of its obligations under any such agreement.

9. COSTS

- 9.1 Each party will pay its own legal costs in connection with the preparation or entering into of this Lease.
- 9.2 The Lessee will pay the stamp duty (if any) and registration fees payable on the Lease as soon as it has been executed by the Lessee.

9.3 The Lessee will pay to the Lessor its reasonable costs in connection with any application for the consent of the Lessor under this Lease and will pay to the Lessor's solicitor the Lessor's reasonable legal costs of and incidental to the valid exercise of any right power privilege authority or remedy of the Lessor under or by virtue of this Lease or in connection with any breach or default by the Lessee under this Lease.

9.4 The Lessee will pay to the Lessor on request a reasonable processing fee in respect of administrative costs and bank charges incurred by the Lessor in connection with any dishonoured cheque or direct debit payment by the Lessee.

10. LESSEE'S WORKS

10.1 (a) On or before the Commencement Date or any later date as the Lessor advises the Lessee in writing, the Lessee will carry out at its cost kiosk construction and all its fitting out works to the Premises as shown in the Design Concept in accordance with the Fitout Requirements. The Lessee will carry out such work in a good and workmanlike manner to the Lessor's reasonable satisfaction.

(b) Before doing any fitting out work at the Premises the Lessee will prepare a Design Concept for approval of the Lessor which will not be unreasonably withheld.

(c) All work performed at any time by the Lessee requires the Lessor's prior written consent which will not be unreasonably withheld.

(d) A policy (or policies) with a reputable insurance company in the name of the Lessee, (or where the Lessee's Works are being carried out by contractor(s) the Lessee's contractor(s)), and noting the interest of the Lessor, the Manager and such other persons as the Lessor may reasonably require, covering contractor's all risks insurance, workers compensation insurance to the maximum extent of the insured's liability under applicable legislation and public liability insurance in an amount not less than twenty million dollars (\$20,000,000.00) must be effected and maintained for the duration of the Lessee's Works. Certificates of currency of the insurance policies must be provided by the Lessee upon request.

10.2 The Lessee will pay to the Lessor or the Lessor's agents or contractors within fourteen (14) days of request the reasonable cost of any structural, mechanical or electrical work done or to be done by the Lessor or the Lessor's contractors to the Centre or the Premises as a consequence of the installation or proposed installation of any fittings or fixtures by the Lessee either before or after the Commencement Date.

10.3 The Lessee acknowledges that the Lessee remains solely responsible for the Design Concept and the Lessee's Works and that any review, approval or consent by the Lessor of the Design Concept, the Lessee's Works or any other works under clause 10.1 does not extend to structural adequacy, structural design components, safety, commercial viability or costs in connection with or arising out of the Design Concept, the Lessee's Works or any other works.

10.4 In carrying out the Lessee's Works the Lessee must:

(a) comply with all relevant environment, health and safety, legislation, codes of practice, compliance and advisory standards, including requirements of local authorities and councils;

(b) ensure that there is no risk to the environment or the health, safety and welfare of the Lessee and the Lessee's employees, representatives, agents, contractors or licensees and that all statutory requirements are met; and

(c) without limiting clauses 10.4(a) and 10.4(b) ensure that no person is exposed to a risk to his or her safety or health arising out of or in connection with the carrying out of the Lessee's business at the Premises.

10.5 The Lessee acknowledges and agrees that from the date stipulated by the Lessor for the Lessee to commence to carry out the Lessee's Works:

- (a) it is the person in control of the workplace, principal contractor, or occupier, as applicable for the purposes of the relevant environmental health and safety legislation; and
- (b) it is responsible to provide all necessary supervision and coordination to ensure that the Lessee's Works are carried out safely and without risk.

11. RENT AND BANK GUARANTEE

Rent

11.1 Subject to the provisions of clause 11.2 the Lessee will pay to the Lessor the amount specified in Item 10 varied in accordance with this clause ("Minimum Rent").

11.2 On each Adjustment Date the Minimum Rent will be varied to an amount calculated by multiplying the Minimum Rent payable for the immediately preceding Year by a percentage equal to one hundred and two per cent (102%) plus the percentage movement (if any) in the Consumer Price Index from the quarter ending immediately prior to the later of the Commencement Date and the last Adjustment Date to the quarter ending immediately prior to the then applicable Adjustment Date.

For the purposes of this clause 11.2 and clause 20.2:

- (i) "Consumer Price Index" means the Index published quarterly by the Australian Bureau of Statistics being the Consumer Price Index Weighted Average Eight Capital Cities;
- (ii) if the Australian Bureau of Statistics updates the base year of the Consumer Price Index due conversion will be made to preserve the intended continuity of calculation by using the appropriate arithmetical factor determined by the Australian Bureau of Statistics;
- (iii) if the Consumer Price Index ceases to be published then the Lessor and the Lessee will agree to replace the Consumer Price Index with such other index as will be published to replace the Consumer Price Index and in the absence of such agreement being reached that other index will be as selected as being the index which will appropriately reflect the cost of living in the eight capital cities of the Australian states and territories by the President for the time being of the Australian Property Institute or his nominee whose fees will be paid equally by the Lessor and the Lessee and whose decision will be made as an expert and not as an arbitrator and will be final and binding on both the Lessor and the Lessee.

Until the Minimum Rent is determined the Lessee must pay the Minimum Rent applicable immediately before the then applicable Adjustment Date. If the Minimum Rent is determined or agreed upon in respect of a particular Year after the then applicable Adjustment Date then any necessary adjustment will on such determination be made forthwith.

Payment of Minimum Rent

11.3 The Lessee will pay to the Lessor:

- (a) on or before the Commencement Date, the proportion of the Minimum Rent for the period between the Commencement Date and the first day of the next Month, together with one-twelfth of the Minimum Rent;

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- (b) on or before the first day of the second full Month of the Term and on the first day of each succeeding Month of the Term except the last, one twelfth of the Minimum Rent; and
- (c) on or before the first day of the last Month of the Term, the proportion of the Minimum Rent for the period between the first day of that Month and the last day of the Term.

Percentage Rent Calculations and Payments

- 11.4 (a) The Lessee will in addition to paying the Minimum Rent pay a sum ("Percentage Rent") which is equal to the amount by which the percentage specified in Item 11 of Gross Sales in each period mentioned in this clause 11.4 and in clause 11.5 exceeds the Minimum Rent payable for the same period.
- (b) The Percentage Rent will be calculated at the end of each Lease Year on the basis of the Lessee's Gross Sales for that Lease Year. The amount calculated will be paid by the Lessee to the Lessor within thirty (30) days of request.

Percentage Rent for Broken Periods

- 11.5 (a) If the Term does not commence on the first day of a Lease Year then Percentage Rent will be calculated for the period ("Prior Period") from the Commencement Date to the commencement of the first Lease Year on the basis of the Lessee's Gross Sales for that period.
- (b) If the Term does not expire on the last day of a Lease Year then Percentage Rent will be calculated for the period ("Ending Period") from the last day of the last Lease Year to the last day of the Term on the basis of the Lessee's Gross Sales for that period.
- (c) Percentage Rent for any Prior Period and/or Ending Period will be paid on request.

Sales Figures

- 11.6 The Lessee will deliver to the Lessor within seven (7) days after the end of each Month a complete statement signed by the Lessee where the Lessee is an individual or by a principal executive of the Lessee where the Lessee is a corporation showing Gross Sales (itemised in reasonable detail) for the preceding Month.

Records and Accounting

- 11.7 The Lessee will keep and maintain accurate records ("Records") from which Gross Sales for each Month can be verified and will preserve them for at least two (2) years after the end of each Lease Year.

Audits

- 11.8 (a) The Lessor may at any time within two (2) years after the Lessee's statement for a Lease Year under clause 11.9 has been delivered to the Lessor audit all Records relating to Gross Sales. On request by the Lessor the Lessee will make those Records available to the Lessor or its representative for audit at the Premises, or at any other place which may be mutually agreed.
- (b) If Gross Sales shown by the Lessee's statement for any Month or Lease Year are found by audit to be understated by more than five per cent (5%) then the Lessee will pay to the Lessor the reasonable costs of the audit.

Lessee's Audited Sales Figures

- 11.9 The Lessee will have a qualified accountant prepare and certify at the Lessee's expense a statement of Gross Sales for each Lease Year. Each statement will be delivered to the Lessor within thirty (30) days after the end of each Lease Year.

Errors in Returns

- 11.10 If it is found by any audit or otherwise that any statement previously delivered to the Lessor is inaccurate then an adjustment will be made and one party will pay to the other on request the amount necessary to make the adjustment.

Definition of Gross Sales

- 11.11 In this Lease the words "Gross Sales" mean the aggregate of:

- (a) the sales price of all merchandise sold or otherwise disposed of and the charges for all services performed on or from the Premises, whether made for cash or credit or otherwise and whether made by the Lessee or by any permitted licensee or concessionaire, without reserve or deduction for inability or failure to collect, including but not limited to any sales and services:
 - (i) the orders for which originate at or are accepted at the Premises but delivery or performance of which is made from or at any place other than the Premises;
 - (ii) pursuant to mail, telephone, internet or other similar orders received or lodged at or supplied from the Premises;
 - (iii) by means of mechanical and other vending devices in the Premises;
 - (iv) which are the result of transactions originating on the Premises where the goods sold are drawn from stock not kept at the Premises;
 - (v) which in the normal and customary course would or should be credited or attributed to business effected on the Premises; and
- (b) all moneys and the money value of other things of value received by the Lessee from operations in or from the Premises which are neither included in nor excluded from Gross Sales by the other provisions of clause 11.11 and clause 11.12.

Deductions from Gross Sales

- 11.12 The following will be deducted from Gross Sales:

- (a) the price of goods transferred from the Premises unless such transfer was made for the purpose of fulfilling a sale which has been made on or from the Premises;
- (b) the price of goods returned to shippers wholesalers and manufacturers;
- (c) the amount received from the sale of fixtures after use of those fixtures in the conduct of the Lessee's business in the Premises;
- (d) the amount of any cash or credit refund allowed on a sale the proceeds of which have been included in Gross Sales where the merchandise is returned and the sale cancelled or fees for the services are refunded wholly or partly;
- (e) the amount of losses incurred in the resale or disposal of goods reasonably and properly purchased from customers as trade-ins in the usual course of business;

- (f) service finance or interest charges payable by the Lessee to any financier in connection with the provision of credit to customers other than commissions on credit or store cards;
- (g) the net amount of discounts properly and reasonably allowed to any customer in the usual course of business;
- (h) uncollected credit accounts to the extent that they are written off by the Lessee. If any such accounts are subsequently recovered then the amount recovered will be included in Gross Sales for the Year in which they are recovered;
- (i) the amount of any delivery charges;
- (j) receipts from the sale of lottery tickets lotto tickets and football pools other than amounts derived as commission or fees from those sales;
- (k) the amount of any instalment of purchase moneys refunded to customers where a lay-by transaction hire purchase or credit sale is cancelled; and
- (l) the net amount paid or payable by the Lessee on account of any tax imposed at the point of retail sale or hire of goods or services.

Bank Guarantee

- 11.13** (a) On the signing of this Lease the Lessee will provide to or cause to be provided to the Lessor a Bank Guarantee for the sum specified in Item 9 as security for the due and punctual observance and performance of the Lessee's obligations under this Lease. The Lessor may at its reasonable discretion accept a cash security deposit in lieu of a Bank Guarantee which will be dealt with in accordance with the provisions of the Act.
- (b) If the Lessee fails duly and punctually to observe and perform its obligations under this Lease, then the Lessor may apply so much of the Bank Guarantee (or security deposit as the case may be) as is reasonably necessary to compensate it for loss or damage sustained or suffered because of such breach by the Lessee. Any appropriation by the Lessor will not waive the Lessee's breach and will not prejudice any other right of the Lessor arising from such breach.
- (c) If the Bank Guarantee (or security deposit as the case may be) or any part of it is reasonably appropriated by the Lessor, then within 5 days after the date of any request by the Lessor, the Lessee will provide or cause to be provided a new Bank Guarantee (or security deposit as the case may be) for the full sum as specified in Item 9 or reinstate the security deposit by paying to the Lessor the amount appropriated or by extending or renewing the Bank Guarantee for the amount appropriated as the case may be.
- (d) Three (3) Months after the later to occur of the expiration of the Term or of any holding over period or on the earlier termination of this Lease, if the Lessee is not indebted or otherwise liable to the Lessor for non-observance or non-performance of the Lessee's obligations under this Lease, the Lessor will return to the Lessee the Bank Guarantee or will arrange for a refund to the Lessee of the deposit or the balance of the deposit then held on behalf of the Lessor.
- (e) If the Lessor assigns or transfers its interest in the Premises, it may transfer to the assignee or transferee the security deposit or the balance of the security deposit and any Bank Guarantee then held by it and after doing so will be discharged from all liability to the Lessee or any other person with respect to the security deposit or the Bank Guarantee as the case may be.

Interest

- 11.14** The Lessee will pay interest on request to the Lessor on any moneys which are or become due and payable under this Lease or due on any judgment to the Lessor until all outstanding moneys including interest are paid in full. The rate of interest applicable is two per cent (2%) above the Benchmark Rate or if there is no such Benchmark Rate, at the rate of eight per cent (8%) per annum. Interest will accrue and be calculated on a daily basis from the due date for payment until the amount due and all interest accrued on it is paid in full.

Method of Payment

- 11.15** The Lessee will pay to the Lessor the amount specified in clause 11.3(a) by cash or cheque and (if the Lessor accepts payment of a security deposit) the Lessee will pay to the Lessor the amount specified in clause 11.13(a) by cash or bank cheque. Thereafter the Lessee must pay to the Lessor all the amounts specified in clauses 11, 12, 20 and 27 by direct debit to the credit of the bank account nominated in writing from time to time by the Lessor or by such other manner of payment as the Lessor reasonably directs the Lessee in writing from time to time. The Lessee must from time to time execute such documentation as is reasonably required by the Lessor to facilitate payment by direct debit.

12. OUTGOINGS, OPERATING EXPENSES AND OTHER CHARGES

Lessee's Covenant to Pay Proportion of Rates and Taxes

- 12.1** The Lessee will pay to the Lessor on request its proportion of any rates, assessments, levies or taxes levied or assessed or to be levied or assessed either on or against the Centre or any part of it or against the Lessor in respect of the Centre or both by the Commonwealth, the State, the local Council, any water supply authority, any sewerage authority or by any other authority whether statutory, governmental, or otherwise including State and Federal Land Tax ("Outgoings") but excluding any income tax payable by the Lessor on its income and any tax payable on a capital gain of the Lessor.
- 12.2** (a) The Lessee's proportion of Outgoings will be the proportion that the floor area of the Premises bears to the total lettable floor area of the Centre from time to time and for the purposes of this clause the floor area of the Premises will be deemed to be as specified in Item 13 and calculated on the basis that the Centre is the only land owned by the Lessor.
- (b) If the Centre is part of land or premises included in any assessment referred to in this clause then the amount of the assessment applicable to the Centre will be calculated on a pro rata basis, according to the total square meterage of the land that is the subject of the assessment and the total square meterage of the Centre.
- (c) Payments to be made under this clause will be for the whole period of the assessment but will be adjusted for any assessment year or period which is broken by the Commencement Date or Expiry Date or as held over. The Lessor will refund to the Lessee the proper proportion of the payments if this Lease expires or is determined without the default of the Lessee during the period covered by the assessment.
- (d) For the purposes of this clause, the total lettable floor area of the Centre will be deemed to exclude any area which does not enjoy or share the benefit resulting from the Outgoings and the Lessor may determine acting fairly and reasonably, the proportion attributable to different parts of any Outgoings which relate to part or parts of the Centre or to other land as well as the Centre.
- 12.3** (a) By not later than one (1) Month prior to the commencement of each Lease Year, the Lessor will give the Lessee an estimate of Outgoings for that Lease Year. By not later than three (3) Months following the end of each Lease Year, the Lessor will give the Lessee a statement prepared by a qualified auditor of the Lessor giving reasonable

details of Outgoings for the preceding Lease Year. An adjustment will then be made and one party will pay to the other on request the amount necessary to make the adjustment.

- (b) The Lessee will pay on account to the Lessor on the first day of each Month its proportion of Outgoings calculated on a Monthly basis. For the period between the Commencement Date and the end of the Lease Year in which the Commencement Date occurs, the Lessor's estimate shall be the amount specified in the Disclosure Statement and for the remainder of the Term shall be the amount notified to the Lessee under clause 12.3(a).

Rates and Taxes

12.4 The Lessee will punctually pay all rates, assessments, levies or taxes levied or assessed or to be levied or assessed by the Commonwealth, the State or Territory, the local Council, any water supply authority, any sewerage authority or by any other authority whether statutory, governmental, or otherwise which:

- (a) are at any time during the Term or any holding over to any extent charged on the Premises or on the Lessor in respect of the Premises or both; or
- (b) arise out of or by reason of the method or kind of business carried on by the Lessee.

Services

12.5 (a) The Lessee will punctually pay for all power (including, for the avoidance of doubt, meter fees and charges and any carbon or greenhouse gas emission or similar charges), water (including, for the avoidance of doubt, meter fees and charges), storm water and sewerage disposal and other utility services which are either provided to or used on the Premises.

- (b) The Lessor has no obligation to sell electricity to the Lessee for use in the Premises but if it does so the Lessor may terminate such supply by giving the Lessee reasonable, and in any event not less than three (3) months, prior notice.
- (c) If the Lessor does not sell electricity to the Lessee for use in the Premises the Lessee must obtain its electricity from a retail supplier of electricity licensed pursuant to the Electricity Supply Act.
- (d) The Lessor will allow the Lessee access to the Lessor's network for the purpose of obtaining electricity from a licensed retail supplier and the Lessee shall provide the Lessor with the name of the retail supplier and the terms of the supply contract and other information (including authorising the retail supplier to provide consumption information direct to the Lessor) to enable the Lessor to calculate the Lessee's required contribution to network charges. The Lessee must pay the Lessor all network charges applicable to its consumption of electricity in the Premises except to the extent that the Regulations or the Electricity Supply Act prohibit such charges.
- (e) All reasonable costs of the establishment or provision of an independent electricity supply to the Premises including metering must be paid by the Lessee or reimbursed by the Lessee to the Lessor upon request.
- (f) All electricity purchased from the Lessor must be paid for by the Lessee at the rate and in accordance with such terms as may be agreed in writing between the Lessor and the Lessee.
- (g) For the avoidance of doubt, if a carbon or greenhouse gas emission related charge is passed on to the Lessor by an electricity generator or third party in relation to the supply of electricity to the Lessee, the Lessor may pass this carbon or greenhouse gas

emission related charge on to the Lessee (without any mark up) as part of the electricity charges.

(h) In this Lease:

(i) "Electricity Supply Act" means the Electricity Supply Act, 1995 (NSW);

(ii) "network charges" means the costs payable by the Lessor from time to time to the operator of the electricity distribution network to which the Centre is connected on account of the use of that network to deliver electricity to the Centre; and

(iii) "Regulations" means the regulations made under the Electricity Supply Act.

Air-conditioning

~~12.6 The Lessee will pay to the Lessor on request the proper and reasonable cost (calculated on an accrual basis of accounting) of air-conditioning the Premises including electricity, fuel, wages and overheads, maintenance, insurance and repairs of the air-conditioning equipment used to air-condition the Premises in the proportion that the floor area of the Premises specified in Item 13 bears to the total lettable floor area serviced by the same air-conditioning plant or equipment.~~

Operating Expenses

12.7 The Lessee will pay to the Lessor on request its proportion of the Operating Expenses for the Centre calculated on the basis that those expenses are deemed to have been paid at the time the obligation to pay them arose.

12.8 The Lessee's proportion of Operating Expenses will be the proportion that the floor area of the Premises bears to the total lettable floor area of the Centre from time to time and for the purposes of this clause:

(a) the floor area of the Premises will be deemed to be as specified in Item 13, and

(b) the total lettable floor area of the Centre will be deemed to exclude those areas which do not enjoy or share the benefit resulting from any particular service included in the definition of Operating Expenses for the purpose of calculating the Lessee's proportion of that particular operating expense and the Lessor may determine acting fairly and reasonably, the proportion attributable to different parts of any particular operating expense which relates to part or parts of the Centre or to other land as well as the Centre.

12.9 The Lessee will pay on account to the Lessor on the first day of each Month its proportion of the Lessor's proper and reasonable estimate of Operating Expenses calculated on a Monthly basis. For the period between the Commencement Date and the end of the Lease Year in which the Commencement Date occurs, the Lessor's estimate shall be the amount specified in the Disclosure Statement or in any supplementary statement provided by the Lessor and for the remainder of the Term shall be the amount notified to the Lessee under clause 12.10.

12.10 By not later than one (1) Month prior to the commencement of each Lease Year, the Lessor will give the Lessee a proper and reasonable estimate of Operating Expenses for that Lease Year. By not later than three (3) Months following the end of each Lease Year the Lessor will give the Lessee a statement prepared by a qualified auditor of the Lessor giving reasonable details of Operating Expenses for the preceding Lease Year. An adjustment will be then made and one party will pay to the other on request the amount necessary to make the adjustment.

12.11 If the Lease is assigned or transferred any payment to or credit given by the Lessor in accordance with such adjustment will be made or given by the Lessor to the person or

corporation who is in possession of the Premises at the time when such payment or credit becomes due.

12.12 Operating Expenses means:

The total in each Lease Year of the outgoings costs and expenses set out below in paragraphs (a) to (j) inclusive now or later assessed, charged paid or otherwise incurred in respect of the Centre or on the Lessor in relation to the Centre and in its conduct management maintenance use and occupation as a shopping and commercial centre, including where such costs are incurred by engaging independent contractors or by the employment or engagement of personnel, all reasonable and proper:

- (a) duties and taxes other than income tax paid or payable as a consequence of the receipt of rent or other moneys or as a consequence of the Lessor having any estate or interest in the Centre;
- (b) premiums and other costs of insurance against damage and loss of property in respect of the Centre for its full insurable reinstatement and replacement value, public liability insurance, workers' compensation insurance, insurance of all structures, building, plant machinery, equipment, fittings and fixtures of the Centre, plate glass insurance, loss of rent and consequential loss insurance and other policies of insurance effected in respect of either or both the Centre and the Lessor for such amounts and against such risks as the Lessor may reasonably deem necessary or desirable with such extensions or exclusions as the Lessor reasonably thinks fit;
- (c) charges for water, gas, oil, electricity, light, power fuel, (including, for the avoidance of doubt, any carbon or greenhouse gas emission or similar charges related to the foregoing), telephone, loud speaker and intercommunication systems sewerage and all other services furnished or supplied to the Centre for the benefit or purposes of the Centre;
- (d) costs of repairs and maintenance to and painting of the Centre (other than work of a structural nature or work the responsibility of any Lessee or occupant of the Centre). Where any repairs maintenance and painting involving expenditure are carried out the Lessor may at its election either include the whole of such expenditure in the Lease Year in which it was incurred or may apportion the expenditure over the years of the anticipated duration of the item on which the expenditure was incurred;
- (e) costs of the detection, prevention and eradication of rodents, pests, insects and vermin;
- (f) cost of cleaning the Car Parks, Common Areas, hampers, signs and the interior and exterior of the Centre including the reasonable and proper cost of any garbage removal service and any garbage compacting service for the Centre or the reasonable and proper cost (including rent, interest charges, wages and removal costs) of operating any garbage removal service and garbage compacting service for the Centre whether within the Centre or elsewhere;
- (g) costs of management, control, administration of and customer services for the Centre whether such management, control, administration and services are performed at the Centre or elsewhere and whether performed by the Lessor or by others;
- (h) costs of gardening, landscaping and providing and maintaining decorative features in Common Areas and Car Parks;
- (i) costs of caretaking and security in respect of the Centre;
- (j) costs associated with running, maintaining and servicing lifts, escalators, travelators, fire detection and extinguishing equipment, security equipment, toilets, water closets,

washrooms and other equipment (excluding air-conditioning) the supply of towels and other toilet requisites within the Centre including the reasonable and proper cost of personnel to operate such services;

- (k) repairs maintenance and running costs in respect of the provision of air-conditioning to the Common Areas and Car Parks of the Centre;
- (l) other outgoings, costs and expenses in each Lease Year now or later assessed, charged, paid or otherwise incurred in respect of either or both the Centre or the Lessor in relation to the Centre and in the conduct management maintenance use and occupation of the Centre as a shopping and commercial centre. The outgoings costs and expenses included within this paragraph will not be limited by reference to any of the preceding paragraphs and none of the preceding paragraphs will be limited by any other of those paragraphs,

and unless otherwise stated, amounts paid or incurred by the Lessor shall be determined by reference to invoices received by the Lessor.

- 12.13 Expenses properly chargeable to a capital account, interest on loans raised for the purpose of capital expenses, depreciation and rent paid by the Lessor for any land comprising any part of the Centre do not form part of Operating Expenses.

13. USE OF PREMISES

- 13.1 The Lessee will use the Premises only for the Permitted Use and will at all times required by this Lease conduct its business for the Permitted Use in accordance with best practice and in a reputable manner.

Keep Clean

- 13.2 The Lessee will:

- (a) keep the Premises and the exterior facade and the exterior and interior of all windows, doors and all other glass and other fixtures in a neat and clean condition;
- (b) keep and maintain the Premises and all equipment in them as an attractive shopping area, both in their physical characteristics and appearance and in their appeal to customers;
- (c) keep the Premises free and clear of pests and rodents; and
- (d) keep all cooking equipment and associated ductwork in a neat and clean condition and will enter into and maintain a maintenance contract with a reputable contractor reasonably approved by the Lessor for the purpose of cleaning such ductwork.

- 13.3 If the Lessee does not comply with its obligations under clause 13.2 then the Lessor may from time to time carry out any necessary cleaning maintenance and pest eradication (and where necessary enter the Premises). The Lessee will pay any reasonable cost incurred by the Lessor in doing so to the Lessor on request.

No Concessions

- 13.4A Subject to any specific provision of this Lease to the contrary the Lessee will not grant concessions, franchises or licences to sell or do business on the Premises or any part of them and will not allow any other person or corporation to sell goods or property or provide services on or from the Premises or any part of them.

- ~~13.4B (a) Despite clause 13.4A, the Lessee may, while it duly and punctually performs and observes all the covenants and agreements on its part, license another party~~

~~("Licensee") to use the Premises or any part of them for the purpose of carrying on the business permitted under clause 13.4 if:~~

- ~~(i) the Lessee enters into a licence agreement with the Licensee ("Licence Agreement"), provides the Lessor with a copy of the Licence Agreement and warrants to the Lessor that its terms are consistent with the terms of this Lease;~~
 - ~~(ii) the Licence Agreement terminates on or before termination of this Lease;~~
 - ~~(iii) the Licence Agreement does not grant any rights to the Licensee as a lessee or sub-lessee; and~~
 - ~~(iv) the Lessee proves to the reasonable satisfaction of the Lessor that the Licensee is a respectable solvent and responsible corporation or person capable of carrying on the business on the terms and conditions contained in this Lease.~~
- ~~(b) (i) The Lessee indemnifies the Lessor against any loss damage or expense arising from any claim or action for possession of the Premises or any part of them made or brought against the Lessor by the Licensee or any person or corporation claiming under him.~~
- ~~(ii) The Lessee warrants that the Licence Agreement or arrangement does not grant any rights as a lessee or sub-lessee.~~
- ~~(c) If at any time any Rent or other money is paid by the Licensee to the Lessor it is hereby acknowledged and agreed that such moneys shall be deemed to have been paid by such Licensee at the direction of the Lessee.~~

No Chemicals for Heating

- 13.5 The Lessee will not use chemicals, burning fluids, gas or alcohol in lighting or heating the Premises.

To Comply with Authorities Requirements

- 13.6 The Lessee will comply with the terms of any Law affecting the Premises including the requirements of Food Standards Australia (if applicable) and any other applicable food authority standards. The Lessee will subject to obtaining consent from the Lessor pursuant to clause 14.4 at its own cost carry out any alterations additions and repairs to the Premises required by any Law if their necessity has been caused by either the Lessee or the nature of the business carried on by the Lessee.

Not to Block any Windows

- 13.7 The Lessee will not cover or obstruct the windows or skylights that reflect or admit light into any place in the Premises or the Centre.

Misuse of Appurtenances

- 13.8 (a) The Lessee will not use Common Areas and the water, lighting, heating and air-conditioning apparatus and fire sprinkler systems in the Premises or the Centre for any purpose other than those for which they were constructed. The Lessee will not throw or place in any of these any sweepings, rubbish or other unsuitable substances.
- (b) The Lessee will indemnify the Lessor against the reasonable cost of repairing any damage resulting to any of those things from any misuse by the Lessee its servants,

agents, employees, licensees or invitees and on request will pay that cost to the Lessor.

- (c) The Lessee will not interfere with or attempt to control any part of the fire alarm, sprinkler systems, any escalator, travelator, any air-conditioning equipment or any other machinery or equipment of the Lessor installed in the Premises or the Centre.

No Overloading Floors

- 13.9 (a) The Lessee will not do on the Premises or in the Centre anything in the nature of over-loading the floors so that the Premises or the Centre or any part of them may be strained or the walls or floors caused to sag or deflect from the right line or so as to damage the Premises or the Centre or any part of them. The Lessor may reasonably prescribe the weight and position of safes and other heavy articles or goods.
- (b) All damage caused to the Premises, the Centre, or any part of them by the Lessee by installing or removing a safe, furniture, luggage or goods or during the time those things are in the Centre will be made good at the expense of the Lessee. . . .

Licences

- 13.10 The Lessee will hold all licences and permits required to carry on any business conducted in the Premises.

Trading Hours and Extended Trading Hours

- 13.11 (a) The Lessee will keep the Premises open for business during and only during the days and hours from time to time notified in writing by the Lessor to the Lessee as the designated operating hours for the Centre. The Lessee will not be required to keep the Premises open for business during any days and hours during which the conduct of the Lessee's business from the Premises is prohibited by Law.
- (b) If the Lessee, with the consent of the Lessor, trades outside the designated operating hours for the Centre referred to in clause 13.11(a), the Lessee will pay to the Lessor the Lessee's proportion (in accordance with clause 12.8) of the additional Operating Expenses as advised by the Lessor to the Lessee from time to time together with additional air-conditioning expenses payable pursuant to clause 12.6. The expression "Operating Expenses" will have the same meaning as in clause 12.12. . . .

No Damage or Nuisance

- 13.12 (a) The Lessee will not do any thing or carry on any practice which may damage the Premises or the Centre and will not cause any offensive odours or loud noise and will not in any other manner commit a nuisance or disturbance to the Lessor, any other lessee or any other person using the Centre.
- (b) The Lessee will not use any medium, such as loudspeakers, video equipment, sound reproduction equipment, television, radio or other electronic equipment, which may be seen, heard or experienced outside the Premises.

No Living in Premises

- 13.13 The Lessee will not use the Premises for living or sleeping or for any unlawful purpose.

Illuminate Windows

- 13.14 The Lessee will keep the display windows in and the illuminated Signs on the Premises electrically lit during the times as may be reasonably required by the Lessor for substantially all other retail businesses in the Centre.

Stock

- 13.15 The Lessee will keep the Premises fully stocked and staffed, but will keep only such merchandise as the Lessee intends to offer for retail sale at or from the Premises.

Non-selling Area

- 13.16 The Lessee will use for office, clerical or other non-selling purposes only such space in the Premises as is reasonably required for the Lessee's business.

No Auctions

- 13.17 The Lessee will not conduct or allow any auction sale, fire sale, warehouse sale, closing down or liquidation sale in the Premises.

Signs and Colour

- 13.18 (a) The Lessee will not without the consent of the Lessor (not to be unreasonably withheld):
- (i) place or allow on the exterior walls or on the interior or exterior surfaces of windows, doors or the roof of the Premises or any other part of the Centre any sign, symbol, neon light, other light, or any other object or thing ("Sign");
 - (ii) display any Sign relating to the end of the Lease or the closing down of the Lessee's business or which in the reasonable opinion of the Lessor is offensive or defamatory;
 - (iii) unreasonably change the exterior colour of the Premises or any part of the Premises;
 - (iv) unreasonably change the colour, size, location or composition of any Sign; or
 - (v) place, allow or facilitate in any part of the interior of the Premises or on the exterior walls or exterior surfaces of windows, doors or the roof of the Premises or any other part of the Centre any advertisement or communication (including without limitation any Sign, audio/visual display or other advertising or communication medium or material) which does not directly promote the business of the Permitted Use carried on by the Lessee at the Premises.
- (b) The Lessor may remove any Sign or advertisement which contravenes this clause and may if reasonably necessary enter the Premises to do so.

External Fittings

- 13.19 The Lessee will not place any plumbing, shades, canopies, awnings, window boxes, amplifiers or other devices or things on the exterior of the Premises without the consent of the Lessor.

Rubbish

- 13.20 The Lessee will not:

- (a) permit any rubbish or garbage to accumulate on the Premises or on the Centre unless confined in suitable containers which are located so as not to be visible to members of the public in the Centre; and
- (b) burn any rubbish or garbage in the Premises or in the Centre.

Lessee's Trade Name

- 13.21 The Lessee will trade only under the name specified in Item 17 or such other name which is approved in writing by the Lessor which approval will not be unreasonably withheld. If the Lessee's business or trade name includes words associating the business with the Centre the Lessee will on the termination of this Lease change the business or trade name of the Lessee so as to exclude the word "Westfield".

Payment Facilities

- 13.22 Unless the Lessor otherwise consents in writing (such consent not to be unreasonably withheld) the Lessee agrees to provide and maintain all facilities reasonably required to enable customers to make a reasonable choice as to the method of payment for goods and services sold at the Premises and shall, at least, provide and maintain facilities for payment by cash, credit cards and debit cards or other readily acceptable electronic payment methods.

14. MAINTENANCE AND REPAIR OF THE PREMISES**Lessee to Repair**

- 14.1 (a) Subject to clause 14.1(b), the Lessee will keep the Premises and all the Lessor's property in the Premises in good condition having regard to its condition at the Commencement Date, reasonable wear and tear and damage by fire, lightning, flood, storm and tempest only excepted unless any insurance moneys are irrecoverable through the neglect, default or misconduct of the Lessee.
- (b) The provisions of clause 14.1(a) will not impose on the Lessee any obligation in respect of any structural maintenance replacement or repair unless it is necessary as a result of any act, neglect, default or omission by the Lessee or by the Lessee's use or occupancy of the Premises.

Lessor May Repair

- 14.2 If the Lessee does not within the time reasonably provided repair any defect specified in any notice given under this Lease the Lessor may from time to time enter the Premises and carry out the required repairs and the reasonable cost of those repairs will be paid by the Lessee to the Lessor on request.

Restore Shopfront and Interior

- 14.3 The Lessee will as and when reasonably necessary and to the reasonable satisfaction of the Lessor carry out such work so as to ensure that the finishes of the shopfront and the interior of the Premises are maintained in their condition at the Commencement Date.

No Alterations

- 14.4 The Lessee will not without the consent of the Lessor (not to be unreasonably withheld in the case of non-structural alterations) make or permit to be made any alterations to the Premises. Any structural work carried out on the Premises pursuant to this clause will become and remain the property of the Lessor without prejudice to its rights in the case of any unauthorised works.

Make Good Damage

- 14.5 The Lessee will at the request of the Lessor repair and make good or pay the reasonable costs of making good any damage caused to any other premises or to the Centre or the services or any part of them caused by any act, omission or neglect of the Lessee.

Shopfront Merchandising and Display - Criteria

- 14.6 The Lessee shall throughout the Term and any holding over hereunder install and maintain to the reasonable satisfaction of the Lessor shopfront displays and/or window dressings in accordance with appearance criteria reasonably specified by the Lessor from time to time.

Shopfront Merchandising and Display - Other

- 14.7 Without limiting the generality of the foregoing:

- (a) approved shopfront displays and merchandising are to be kept within the Premises at all times; and
- (b) trestle tables, cardboard display stands and any other form of temporary display unit will not be permitted.

15. DAMAGE AND DESTRUCTION OF PREMISES

- 15.1 (a) If the Premises are at any time damaged or destroyed so as to make them unfit for the occupation and use of the Lessee and the Lessee has not caused or substantially contributed to the damage or destruction or done or failed to do any thing which voids or allows the insurer to avoid the Lessor's insurance, then the Minimum Rent, Outgoings, Operating Expenses, air-conditioning costs and contribution to the Promotion Fund or a proportionate part of them, according to the nature and extent of the damage sustained will abate until the Premises are rebuilt or made fit for the occupation and use of the Lessee or until the Lease is terminated pursuant to this clause.
- (b) If the Lessor notifies the Lessee in writing that the Lessor considers that the damage to the Premises is such as to make its repair impractical or undesirable, the Lessor or the Lessee may terminate this Lease by giving not less than seven (7) days notice in writing to the other.
- (c) If the Lessor does not rebuild the Premises or make them fit for the use and occupation of the Lessee within a reasonable time then the Lessee may terminate this Lease by giving not less than seven (7) days notice in writing to the Lessor without right or claim for damage by reason of such termination of the Lease except to the extent that the Lessor has caused or substantially contributed to the damage or destruction.
- (d) Nothing in this Lease will impose on the Lessor any obligation to rebuild either the Premises or the Centre or to make either of them fit for the use and occupation of the Lessee.
- (e) Any termination pursuant to the provisions of clauses 15.1(b) and 15.1(c) will be without prejudice to the rights of either party for any prior breach of or failure to comply with a provision of the Lease.

16. RESERVATIONS

Lessor's Rights to Alter and Manage Car Parks and Common Areas

- 16.1 All Common Areas and Car Parks of the Centre are subject at all times to the exclusive control and management of the Lessor. The Lessor may establish, vary, and enforce reasonable rules and regulations about them and the Lessee agrees to comply with them.
- 16.2 With respect to the Common Areas and the Car Parks or any part of the Common Areas and Car Parks the Lessor may at any time:

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- (a) construct, maintain and operate lighting facilities and landscaping facilities,
- (b) police Car Parks, prevent employee parking and discourage non-customer parking,
- (c) construct surface, subterranean or elevated Car Parks,
- (d) increase or decrease the size of Car Parks and Common Areas, change the location and composition of them, change the arrangement of parking spaces, and change the direction and means of access to them in any way or manner which the Lessor acting reasonably may choose,
- (e) close temporarily or permanently all or any part of the Common Areas and Car Parks if the Lessor thinks it is reasonably necessary or desirable to do so:
 - (i) to reconstruct, maintain or repair the Centre or any part of it;
 - (ii) to prevent either a dedication of it or them to the public or the accrual of any rights in any person; or
 - (iii) to manage the Centre better,
- (f) construct buildings or improvements on the Common Areas and Car Parks,
- (g) do anything else which the Lessor reasonably thinks will be either for the convenient use of them by the customers of lessees of premises in the Centre or for the advertising and promotion of the Centre.

16.3 The Lessee acknowledges that the locations of the Car Parks may be separated from the Centre by public streets.

Lessor May Change Centre

16.4 The Lessor may increase or decrease the size of, alter or reconstruct the Centre or any part of it other than the Premises.

Viewing and Signs

16.5 The Lessor may:

- (a) at all reasonable times enter the Premises and view its state of repair and may serve on the Lessee a notice in writing of any defect requiring it within a reasonable time to repair that defect in accordance with any term of this Lease;
- (b) exhibit the Premises to prospective lessees and put on the Premises a "To Let" sign or notice during the three (3) Months prior to the expiration of the Term and the Lessee will not remove or obscure any such sign or notice.

Lessor May Repair

16.6 The Lessor may at all reasonable times and upon reasonable notice (except in the case of an emergency) enter the Premises for any one or more of the following purposes:

- (a) complying with the terms of any Law affecting the Premises and any notices served on the Lessor or Lessee by any statutory, licensing, municipal or other competent authority;
- (b) carrying out any repairs, alterations or works of a structural nature;

- (c) installing any services reasonably required such as air-conditioning apparatus, automatic fire sprinklers, gas pipes, water pipes, drainage pipes, cables or electrical wiring;
- (d) making any repairs which the Lessor may think reasonably necessary to the Premises;
- (e) making any improvements or alterations to the adjoining premises or to the Centre which the Lessor may reasonably consider necessary;
- (f) taking inventories of fixtures;
- (g) exercising the powers and authorities of the Lessor under this Lease.

In carrying out the works referred to in this clause the Lessor will not cause unnecessary or unreasonable interference with the use of the Premises by the Lessee.

External Walls and Roof

- 16.7 The Lessor may use the outside of the external walls and the roof of the Centre for any purpose.

Passage of Services

- 16.8 The Lessor reserves to itself and all others authorised by it the passage of air-conditioning equipment, fire and sprinkler systems, pipes, services, ducts, cables, electrical wiring, water sewerage and drainage connections and any other services reasonably required through, along, in or into the Premises and also access to and through the Premises at any reasonable time for the purpose of installing, maintaining or repairing any such equipment, systems, pipes, ducts, cables, wirings, connections and services.

17. CAR PARKS AND COMMON AREAS

Use of Car Parks

- 17.1 (a) The Lessee's customers while in the Centre may use the Car Parks for parking motor vehicles. The Lessor may charge any person parking in the Car Parks a parking fee, the amount of which will be determined by the Lessor.
- (b) Unless otherwise agreed, no right of use of the Car Parks is granted for the Lessee and its vehicles, for the officers, employees, agents, licensees or invitees of the Lessee and their vehicles other than as customers. The Lessee will at all times use its best endeavours to prevent the Car Parks being used by its employees, agents and contractors.

Lessee to Supply Car Numbers

- 17.2 The Lessee will, within seven (7) days after being requested by the Lessor, supply it with the make and registration number of any motor vehicles of the Lessee its officers and employees employed at the Premises.

Obstruction

- 17.3 The Lessee will not use either the Common Areas or Car Parks for the sale of merchandise or for any other commercial purpose.

18. QUIET ENJOYMENT LIABILITIES AND INDEMNITIES

Quiet Enjoyment

- 18.1** If the Lessee pays the Rent and performs its covenants contained in this Lease it will peaceably possess and enjoy the Premises for the Term without any interruption from the Lessor or any person lawfully claiming through, from or under it subject always to the rights, powers, remedies and reservations of the Lessor contained in this Lease.

Occupy at Risk of Lessee

- 18.2** The Lessee will occupy use and keep the Premises at the risk of the Lessee and the Lessor will not be liable for any damage the Lessee or any person or any property may suffer by reason in whole or in part of anything occurring within the Premises or in the Centre except to the extent that such damage is caused or contributed to by the Lessor's negligence or breach of this Lease.

Interruption of Services

- 18.3** The Lessor will not be responsible or liable to the Lessee or to any person claiming by, through or under the Lessee for the failure of any equipment or machinery in the Premises and in the Centre or for their ineffectual operation or for any damage or loss caused by or arising out of them or for the interruption of any services, including the supply of electricity, gas and water except to the extent that such failure or ineffectual operation or interruption is caused or contributed to by the Lessor's negligence or breach of this Lease.

Indemnity

- 18.4** The Lessee agrees to keep the Lessor its agents and managers indemnified against all liability in respect of all or any losses, damages, claims, actions, suits, proceedings, demands, costs and expenses for which the Lessor is or may be or become liable arising out of all or any of the matters referred to in clauses 18.2 and 18.3 except to the extent that such liability is caused or contributed to by the Lessor's negligence or breach of this Lease.

19. INSURANCES

- 19.1** The Lessee will, at the Lessee's expense, effect and keep current, with a reputable insurance company during the Term and until the requirements of clause 23.1 have been satisfied by the Lessee, the insurances specified in this clause 19 in relation to the Premises and the Lessee's use of parts of the Centre under this Lease.

PUBLIC RISK

- 19.2** A policy covering public risk which will:

- (a) be in the name of the Lessee and the Lessor, and noting the interest of the Manager and such other persons that the Lessor may reasonably require and provide for a minimum cover of twenty million dollars (\$20,000,000.00) or such higher amount as the Lessor reasonably specifies for each occurrence and unlimited in the aggregate for public liability and provide for a deductible or self insured retention of not greater than fifty thousand dollars (\$50,000.00) for any one occurrence;
- (b) extend to cover any liability for the death of, or injury to, any person or damage to any person's property or loss of use of any person's property sustained when such person is using or entering or near any entrance, passage, stairway, display or display window to into or of the Premises, or sustains the injury or damage as a result of an act or omission of the Lessee, its agent, licensee, employee or representative operating a business on or from the Premises, or sustains the injury or damage as a result of

purchasing of or consuming food or drink supplied on or from the Premises or as a result of goods including food or drink sold on or from the Premises;

- (c) contain a clause which provides that any claims made by any of the insured parties against any other will be treated as though the claimant were not an insured party;
- (d) provide cover which is primary and not contributory with any policies effected by the Lessor or the Lessor's managers, agents, employees, representatives or contractors.

Fittings and Stock

- 19.3 A policy covering the fittings, fixtures, chattels and stock-in-trade contained in or about the Premises for its full insurable value against loss or damage resulting from fire and extraneous risks including but not limited to water, storm and rainwater damage.

Workers Compensation

- 19.4 The Lessee will at the Lessee's expense effect and keep current Workers Compensation insurance to the full extent of the Lessee's liability under the Workers Compensation Act, 1987 (NSW).

Other Insurances

- 19.5 The Lessee will, at the Lessee's expense, effect and keep current with a reputable insurance company such other insurances which are required by Law or which are from time to time specified by reasonable notice in writing to the Lessee as being in the Lessor's reasonable opinion policies of insurance which a prudent lessee should take out.

Evidence of Insurance Cover

- 19.6 Before taking possession of the Premises, the Lessee will deliver reasonably satisfactory written evidence in the form of a Certificate of Currency of the insurance policies required under this Lease to the Lessor. The Lessee will give such evidence to the Lessor that the policies have been renewed within seven (7) days after the expiration of each policy term. . .

Not to Void Insurances

- 19.7 The Lessee will not at any time do or allow anything which may either render the insurances on the Centre or any part of it void or voidable or which may increase the premium on any such insurances.

Obligations Relating to Cover

- 19.8 The Lessee must not do anything that may:
- (a) cause the insurance cover referred to in this Lease to be reduced (and the Lessee agrees to notify the Lessor or the Manager promptly in writing if it is or may be so reduced); or
 - (b) permit an insurer to decline a claim in respect of the cover referred to in clause 19.8(a) (and the Lessee agrees to notify the Lessor or the Manager promptly in writing if anything happens which would permit an insurer to do this).

Notification Relating to Claims

- 19.9 The Lessee agrees to notify the Lessor or the Manager promptly in writing if:
- (a) an insurance policy required under clause 19 is cancelled or an existing insurer refuses to offer renewal terms; or

- (b) an event occurs which gives rise to or is reasonably likely to give rise to an insurance claim in respect of the Centre; or
- (c) an insurance claim in respect of the Centre is refused either in part or in full.

Extra Premiums and Charges

19.10 The Lessee will pay any extra insurance premiums and statutory charges of insurance on the Centre or any part of it due to extra risk caused or suffered by the use to which the Premises are put by the Lessee.

Compliance With Regulations

19.11 The Lessee will comply with the reasonable insurance, sprinkler and fire alarm regulations as they relate to the use of the Premises. The Lessee will pay to the Lessor the reasonable cost of any alterations to the sprinkler or fire alarm installation which may become necessary by reason of the non-compliance by the Lessee with the regulations of the Insurance Council of Australia or the requirements of the Lessor's insurer or both of them.

20. PROMOTION OF THE CENTRE

Promotion

- 20.1**
- (a) The Lessee will join with the Lessor in promoting the use of such slogans as may be reasonably adopted by the Lessor for the Centre but the Lessee will be at liberty to use its own slogans and its normal mode of advertising.
 - (b) The Lessee may use the name of the Centre in any advertising of the business carried on by it at the Premises.
 - (c) The Lessee will comply with all applicable Laws in the course of carrying out any advertising or promotional activities.

Contribution to Promotion Fund

- 20.2**
- (a) The Lessee will pay to the Lessor a contribution to a promotion fund ("Promotion Fund"). The Lessor will expend the moneys in the Promotion Fund on advertising and other promotion and will provide the Lessee with an audited statement in relation to the Promotion Fund within three (3) Months following the end of each Lease Year.
 - (b) The commencing contribution to the Promotion Fund will be the amount specified in Item 14.
 - (c) Regardless of any prior increase under the provisions of this clause the contribution to the Promotion Fund will be increased on each Adjustment Date to an amount calculated by multiplying the contribution payable for the immediately preceding Year by a percentage equal to one hundred and two per cent (102%) plus the percentage increase (if any) in the Consumer Price Index from the quarter ending immediately prior to the later of the Commencement Date and the last Adjustment Date to the quarter ending immediately prior to the then applicable Adjustment Date.
 - (d) The amount payable as a contribution to the Promotion Fund will be paid to the Lessor by equal monthly instalments in advance on the first day of each Month. If the Commencement Date is not the first day of the Month then the first payment will be proportionate and will be made on the Commencement Date as a payment for that Month. From then on the monthly instalment will be paid on the first day of each succeeding Month with a proportionate payment for any broken period in the last Month of the Term.

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- (e) Until the increased contribution to the Promotion Fund is determined in accordance with clause 20.2(c) the Lessee must pay the contribution to the Promotion Fund applicable immediately before the then applicable Adjustment Date. If the contribution to the Promotion Fund is determined or agreed upon in respect of the particular Year after the applicable Adjustment Date then any necessary adjustment shall on such determination be made forthwith.

20.3 At least one (1) Month before the start of each Lease Year, the Lessor will make available to the Lessee a marketing plan which will include a budget.

21. TRANSFERS OF LEASE

21.1 The Lessee will not sub-let, assign, share or part with possession of the Premises, and will not allow the Premises to be sub-let, assigned, shared or put into possession of any other corporation or person and will not mortgage or charge this Lease or any estate or interest in it. However, the Lessee may transfer the whole of this Lease on the following conditions precedent:

- (a) the Lessee has complied with the procedure set out in Section 41 of the Act;
- (b) the Lessee proves to the reasonable satisfaction of the Lessor that the proposed transferee has financial resources and retailing skills equal to or better than the Lessee;
- (c) the Lessee obtains the execution by the transferee and by the Lessee of a deed to which the Lessor will be a party in such form as the Lessor reasonably approves and prepares and in which:
 - (i) there are repeated by the transferee with the Lessor such of the Lessee's covenants contained in this Lease as are reasonably required by the Lessor; and
 - (ii) there is an acknowledgment by the Lessee that the Lessee will not by any transfer or by the Lessor's consent to it be released from any of its obligations under the provisions of this Lease, except where pursuant to the Act the Lessee is released from liability;
- (d) the Lessee will pay the reasonable costs of the preparation, execution and stamping of the deed referred to in clause 21.1(c) and will give the Lessor a duly executed and stamped copy of such deed;
- (e) where the transferee is a corporation (except a corporation the voting shares of which are listed on the Australian Securities Exchange) the Lessee obtains the execution of a guarantee of the Lessee's covenants on terms reasonably acceptable to the Lessor by guarantors reasonably acceptable to the Lessor and delivers the guarantee to the Lessor;
- (f) the Lessee pays the Lessor's reasonable costs, charges and expenses of and incidental to any reasonably necessary enquiries which may be made by or on behalf of the Lessor as to the respectability, solvency, responsibility, stature, experience and capability of any proposed transferee;
- (g) the transferee gives to the Lessor or procures the Lessee to give to the Lessor where the Lessor so requires a Bank Guarantee or supplemental Bank Guarantee for such sum as the Lessor reasonably determines as security for the performance by the transferee of all the covenants obligations and provisions on the part of the Lessee contained in this Lease. The Bank Guarantee and supplemental Bank Guarantee (if any) will be held by the Lessor on the terms and conditions set out in clause 11.13.

Where clause 11.13 has been struck out it will for the purposes of any transfer, be deemed to be incorporated in this Lease; and

- (h) the transferee pays to the Lessor one (1) months Minimum Rent then payable under this Lease in advance. If the date of transfer is not the first day of the Month then the one (1) months Minimum Rent will be for the period commencing on the first day of the Month immediately following the date of transfer and the provisions of clause 11 will be modified accordingly.

Change in Ownership of Shares in Corporation

21.2 If the Lessee is a corporation (except a corporation whose voting shares are listed on the Australian Securities Exchange) and there is a proposed change in Control of the Lessee or any Holding Company of the Lessee at any time then:

- (a) the Lessee will so notify the Lessor; and
- (b) the Lessee must obtain the Lessor's approval (such approval not to be unreasonably withheld) to the proposed change; and
- (c) the Lessee must comply with the provisions of clause 21.1 (except for subclauses (c), (d) and (h)) as if the person or persons acquiring Control were transferees of the Lessee (but such change of Control shall not for the purposes of the Act be deemed to be an assignment of lease).

22. DEFAULT

Rights of Re-entry

22.1 If the Rent or any part of it is in arrears for fourteen (14) days after the due date, and the Lessor has requested payment or:

- (a) if following receipt of reasonable notice in writing from the Lessor:
 - (i) specifying the provision, whether express or implied in this Lease, which has been breached and a reasonable time within which the breach is to be remedied, the Lessee continues to breach or does not comply with that provision; or
 - (ii) specifying repairs required and a reasonable time within which such repairs are to be completed, such repairs are not completed by the Lessee within that time; or
 - (iii) the Lessee defaults in the payment of any moneys owing to the Lessor other than Rent under this Lease after fourteen (14) days written request for payment has been made by the Lessor to the Lessee; or
- (b) if:
 - (i) the Lessee is a corporation and 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 written consent of the Lessor which consent will not be unreasonably withheld; or
 - (ii) the Lessee is a corporation and ceases or threatens to cease to carry on business or goes into liquidation whether voluntary or otherwise or is wound up or if a liquidator or receiver (in both cases whether provisional or otherwise) is appointed; or

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- (iii) the Lessee is a corporation and is placed in voluntary administration or enters into a composition or scheme of arrangement; or
- (iv) the interest of the Lessee under this Lease is taken in execution; or
- (v) the Lessee or any person claiming through the Lessee conducts any business from the Premises after the Lessee has committed an act of bankruptcy; or
- (vi) the Lessee is an individual and enters into or resolves to enter into a personal insolvency agreement (as defined in the Bankruptcy Act, 1966 (Cth)),

or if any similar act or event occurs in relation to the Guarantor then the Lessor may in addition to its other powers (including the right to sue for damages) either:

- (c) re-enter on the Premises or any part of them and repossess the Premises; or
- (d) by notice in writing to the Lessee determine this Lease, or both; and

consequently this Lease will terminate but the Lessee will not be thereby released from liability for any breach of or non-compliance with any provision and the remedies available to the Lessor for recovery of arrears of Rent or for prior breach or non-compliance will not be affected. On such determination, if the Lessee fails to remove its fixtures, fittings and chattels then the Lessor will be entitled to exercise the rights and entitlements specified in clause 23.2.

Damages

- 22.2** If the Lessor terminates this Lease under clause 22.1 the Lessor may (in addition to any other rights and remedies which the Lessor may have) recover from the Lessee damages for any loss or damage suffered by the Lessor by reason of or arising out of any breach by the Lessee of the provisions of this Lease.

Essential Terms

- 22.3** The Lessee and the Lessor agree that the Lessee's obligations contained in each of clauses 10, 11, 12, 13.1, 13.11, 13.21, 14.1, 19, 20, 21, 24, 27 and 29 are essential terms of this Lease, and any breach or failure by the Lessee to comply with any of those clauses will entitle the Lessor to all rights and remedies available to it in respect of breach of or failure to comply with an essential term.

23. GENERAL PROVISIONS

Lessee to Make Good and Remove Fixtures and Fittings

- 23.1** At the expiration or sooner determination of this Lease:

- (a) the Lessee will yield up the Premises to the Lessor in the condition described in clause 14.1;
- (b) the Lessee will remove from the Premises all fixtures, fittings and chattels brought onto the Premises by or for the use of the Lessee or any prior lessee (including but not limited to any items paid for by the Lessor). The Lessee must not do or allow any damage to the Premises or the Centre in such removal. If any damage occurs the Lessee must immediately make good such damage; and
- (c) the Lessee will remove any lettering, signs, names, advertisements and notices erected, painted, displayed or affixed onto or within the Premises and make good any damage caused by reason of such erection, painting, displaying, affixing or removal.

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23.2 If the Lessee defaults in its obligations under clause 23.1 and the Lessor has by prior notice in writing to the Lessee advised the Lessee of its intention to do so the Lessor may at its option and at the Lessee's expense do either or both of the following:

- (a) remove make good and store any of the items referred to in clause 23.1 (in this clause referred to as the "items") in such a manner as the Lessor reasonably determines;
- (b) treat the items as if the Lessee had abandoned its interest in them and the Lessor may then deal with them in such manner as the Lessor determines. If the Lessor sells them, it need not account to the Lessee for the proceeds of sale but may apply the proceeds of sale to any moneys owing by the Lessee to the Lessor under this Lease or arising out of any default of this Lease by the Lessee.

The Lessee must pay to the Lessor on request any reasonable cost incurred by the Lessor in exercising its rights under this clause 23.2.

Resumption for Public Use

23.3 If the whole or any part of the Premises or any part of the Centre within reasonable proximity of the Premises is resumed or taken for any public purpose during the Term then the Lessor may by reasonable notice in writing to the Lessee terminate this Lease without right or claim on the part of the Lessee for damages by reason of such termination (unless the Lessor has been paid or received any such damages in respect of the Lessee's interest in the Premises in which event the Lessor will promptly pay a reasonable and proper proportion of any such damages to the Lessee) and without prejudice to the rights of either party for any prior breach of covenant.

Holding Over as Monthly Tenant

- 23.4** (a) If the Lessee, with the consent of the Lessor, continues in occupation of the Premises after the Expiry Date the Lessee will be a monthly tenant at the rate of Rent and contribution to the Promotion Fund payable immediately prior to the Expiry Date but subject to subsequent variation as provided in clauses 11 and 20.2 respectively.
- (b) Such monthly tenancy will be determinable by thirty (30) days' notice in writing by either party to the other expiring at any time and otherwise will be subject to the same covenants and conditions as are contained or implied in this Lease.

No Mortgagee or Head Lessor Consent

23.5 If this Lease is a sublease or the Centre is subject to a mortgage, then the Lessor warrants that it has the consent of the head lessor or mortgagee to this Lease. The Lessee will not require evidence of the consent to this Lease of any mortgagee or head lessor of the Centre.

No Waiver of Breach

- 23.6** (a) No waiver (whether express or implied) of any breach of any covenant, obligation or provision contained or implied in this Lease will operate as a waiver of any other breach of the same or any other covenant, obligation or provision contained or implied in this Lease nor will it operate as a waiver of the essentiality of any obligation which by virtue of clause 22.3 is an essential term of this Lease.
- (b) In particular, any request for, or any acceptance of, Rent or other moneys payable under this Lease will not constitute a waiver of any breach of any provision in this Lease and will not create any new tenancy between the parties.

Warranties, Whole Transaction, Suitability of Premises

- 23.7 (a) This document together with the Disclosure Statement and Proposal and any documents listed in Item 15, are intended to embody the whole transaction of leasing made by this Lease and all warranties conditions and representations collateral or otherwise concerning the Lease. Nothing in this clause shall be taken to limit the rights of the Lessee pursuant to the Australian Consumer Law.
- (b) This Lease may be amended only by instruments in writing executed by the Lessor and the Lessee. The Lessee acknowledges that it has entered into this Lease after satisfying itself as to the suitability of the Premises for the purpose for which the Premises are leased.

Restrictive Covenants

- 23.8 The land which has the benefit of the restrictive covenants contained in this Lease is the Centre excluding the Premises and the land which has the burden of the restrictive covenants is the Premises. There are no persons having the right to release vary or modify the restrictive covenants other than the persons having the right by Law to do so and there are no persons whose consent to such a release variation or modification is stipulated for.

Notices

- 23.9 (a) Any notice or request from the Lessor to the Lessee will be deemed duly served by any of the following methods:
- (i) if left for the Lessee on the Premises;
 - (ii) if mailed by prepaid letter addressed to the Lessee at the address set out in Item 4;
 - (iii) if sent by email to the Lessee's email address.
- (b) Any notice or request from the Lessee to the Lessor will be deemed duly served if addressed to the Lessor and delivered to the centre management office in the Centre.
- (c) (i) Any notice or request mailed will be deemed to be duly served at the expiration of forty eight (48) hours after the time of mailing and any notice given by one party to the other may be signed on behalf of the party giving it by a director, manager, secretary or acting secretary of such party or by that party's solicitor.
- (ii) Any notice or request served by email will be deemed to be served on the business day it was served unless the sender is aware that the email transmission is impaired or not completed.
- (d) Notices requests or consents must be given in writing or if given by the Lessor may be given by means of electronic communication.

No Partnership

- 23.10 The Lessor does not in any way or for any purpose become a partner of the Lessee in the conduct of its business or otherwise or a joint venturer or a member of a joint enterprise with the Lessee. The provisions (if any) of this Lease relating to the Percentage Rent payable are included solely for the purpose of providing a method by which Rent is to be measured and ascertained.

Rules and Regulations

- 23.11** The Lessor may, subject to providing the Lessee with reasonable written notice from time to time of such rules and regulations and any variation thereof, make reasonable rules and regulations relating to operational matters which are not inconsistent with and do not derogate from the Lessee's rights under this Lease and which in its judgment are reasonably required for the safety, care and cleanliness of the Premises and the Centre, for the preservation of good order in them and for the comfort of their occupiers. The Lessee will observe perform and comply with all such rules and regulations.

Conveyancing Act

- 23.12** This Lease does not contain the covenants and powers implied in leases by Sections 84 and 85 of the Conveyancing Act, 1919 (NSW) unless they are expressly included. Subject to that exception those implied covenants and powers are expressly negated. Nothing contained in this Lease will imply any covenant under section 86 of the Conveyancing Act, 1919 (NSW).

Severability

- 23.13** If any provision or any part of any provision of this Lease or the application of it is or becomes illegal invalid or unenforceable then the Lessor may sever it from this Lease and the remaining provisions or the remaining part of any provision will not be affected by the severance. The Lessor with the consent of the Lessee (such consent not to be unreasonably withheld) may modify or amend any provision of this Lease so that it is no longer illegal, invalid, unenforceable or in conflict with the provisions of any law which may apply to this Lease.

No Deduction, Set Off

- 23.14** Any moneys payable by the Lessee under this Lease will be paid by the Lessee regardless of any set off, cross claim or deduction it may claim against the Lessor and regardless of any dispute which may arise between the parties out of the terms and conditions of this Lease or the provisions of the Act.

Power of Attorney

- 23.15** The Lessee irrevocably appoints the Lessor to act as the Lessee's attorney, for the purpose of removal of encumbrances from any public register, at any time after the power to re-enter contained in this Lease has been validly exercised. The Lessor as the Lessee's attorney may execute and sign a surrender of this Lease after the Lessee vacates or abandons the Premises or the Lessor has become entitled to terminate this Lease. Registration of this Lease will be deemed to be registration of this power of attorney for the purposes of this clause.

Disclosure and no Commitment for New Lease

- 23.16** The Lessee acknowledges that:

- (a) the Lessee has had the opportunity (including when completing the Disclosure Statement or any other document listed in Item 15) to identify and have reduced to writing any promise or representation it says was made by the Lessor or any of its representatives in relation to the lease of the premises and upon which it relies when entering into this Lease (including as to the potential profitability of the Lessee's business or the tenancy mix of the Centre);
- (b) the Lessee was encouraged to record in the terms of this Lease any such promises or representations made (unless disputed by the Lessor or identified by the Lessor as being no longer applicable) with a view to this Lease reflecting the entirety of the leasing agreement in fact reached between the parties;

- (c) the Lessor relies, when entering into this Lease at the rental and on the terms contained in this Lease, on the Lessee having taken the above opportunities and having made all reasonable efforts to ensure that the terms of this Lease in fact represent the entirety of the agreement reached between the parties;
- (d) the Lessor may lease other premises in the Centre for the same or similar or competing uses as the Permitted Use; and
- (e) no commitment has been given or any suggestion made by the Lessor or any of its representatives that it will enter into a new lease of the Premises.

Inconsistency

23.17 If this Lease is subject to the Act and there is any inconsistency between any term and condition of this Lease and the provisions of the Act, then the provisions of the Act will prevail.

If this Lease Becomes a Sublease

- 23.18**
- (a) The Lessee acknowledges and agrees that the Lessor may (if it has not already done so at the Commencement Date) enter into a head lease or concurrent lease in respect of the Centre and in that event the Lessee hereby expressly authorises by its execution of this Lease the conversion of this Lease into a sublease to which clauses 8 and 23.5 shall apply.
 - (b) The Lessee acknowledges and agrees that if this Lease is or becomes a sublease then the Lessee will observe and perform those obligations as lessee which are imposed under this Lease in favour of any person becoming entitled to the reversion expectant on the termination of this Lease.
 - (c) In the event this Lease becomes a sublease, the Lessee irrevocably appoints the Lessor to act as the Lessee's attorney to execute a surrender of this Lease and to execute a regrant of this Lease as a sublease provided that the sublease shall contain the same terms and conditions as are contained in this Lease. Registration of this Lease will be deemed to be registration of this power of attorney for the purposes of this clause.

24. REDEVELOPMENT

24.1 Despite any other provision contained in this Lease, the Lessor and the Lessee agree that if at any time during the continuance of this Lease the Lessor wishes to add to, vary, modify, alter, redesign, reconstruct, redevelop or extend the Centre or any part of the Centre in which the Premises are situated ("Redevelopment") which Redevelopment cannot be carried out practicably without vacant possession of the Premises then the Lessor may give the Lessee not less than three (3) months notice in writing ("Lessor's Notice") advising:

- (a) that the Lessor requires the Lessee to vacate the Premises by not later than the date of expiry of the Lessor's Notice;
- (b) that the Lessor offers to grant to the Lessee a lease ("New Lease") of other reasonably comparable premises within the Centre identified by plans and specifications given to the Lessee with the Lessor's Notice ("New Premises"); and
- (c) the minimum rent payable by the Lessee under the New Lease.

24.2 The New Lease will commence on the day immediately following the date of expiry of the Lessor's Notice and will be on the same terms and conditions as contained in this Lease provided that:

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- (a) the Term of the New Lease will be the remainder of the Term of this Lease or such other term as the Lessor and the Lessee may agree upon in writing;
 - (b) the minimum rent will be the same as the Minimum Rent payable by the Lessee under this Lease at the date of expiry of the Lessor's Notice (adjusted to take into account the difference in commercial values of the Premises and the New Premises) or such other amount as the Lessor and the Lessee may agree upon in writing; and
 - (c) the floor area of the New Premises will be as specified in the Lessor's Notice.
- 24.3** If the Lessee does not want to relocate its business to the New Premises, the Lessee may terminate this Lease by giving written notice of termination ("Lessee's Notice") to the Lessor within one (1) Month after the Lessor's Notice is given in which case this Lease will terminate on the date of expiry of the Lessor's Notice and the Lessee must by that date:
- (a) vacate the Premises; and
 - (b) execute the form of surrender of this Lease reasonably requested by the Lessor and deliver same to the Lessor.
- 24.4** If the Lessee does not give the Lessee's Notice pursuant to clause 24.3 then:
- (a) the Lessee must vacate the Premises by the date of expiry of the Lessor's Notice;
 - (b) the Lessee must execute the form of surrender of this Lease reasonably requested by the Lessor and deliver same to the Lessor before the New Lease commences;
 - (c) the Lessor will grant and the Lessee will accept the New Lease of the New Premises. The Lessee must execute (and must procure any Guarantor to execute) the New Lease and any Ancillary Documents listed in Item 15 of the New Lease and deliver same to the Lessor before the New Lease commences; and
 - (d) the Lessor must pay all stamp duty (if any) and registration fees payable in respect of the New Lease.
- 24.5** The termination of this Lease pursuant to this clause 24 will be without prejudice to the rights of either party in respect of any antecedent breach matter or thing.
- 24.6** The Lessee will be entitled to payment by the Lessor of the Lessee's reasonable costs of the relocation of its business to the New Premises (if the Lessee does not give the Lessee's Notice pursuant to clause 24.3), which in respect of fitout shall be payment of the value of the Lessee's fitout in the Premises written down on the following basis:
- (i) if the relocation occurs in the first Year of the Term (commencing on the Commencement Date) - one hundred per cent (100%) of the Lessee's cost of fitout of the Premises pursuant to this Lease ("Fitout Costs");
 - (ii) if the relocation occurs in the second Year of the Term (commencing on the Commencement Date) - eighty per cent (80%) of the Fitout Costs;
 - (iii) if the relocation occurs in the third Year of the Term (commencing on the Commencement Date) - sixty per cent (60%) of the Fitout Costs;
 - (iv) if the relocation occurs in the fourth Year of the Term (commencing on the Commencement Date) - forty per cent (40%) of the Fitout Costs;
 - (v) if the relocation occurs in the fifth Year and last three Months of the Term (commencing on the Commencement Date) - twenty per cent (20%) of the Fitout Costs; and

- (vi) the Lessee must provide copies of documentary evidence and invoices in respect of the Fitout Costs of the Premises as a condition precedent to the Lessor reimbursing the Lessee.

25. GUARANTEE AND INDEMNITY

Guarantor's Obligations

25.1 In consideration of this Lease being granted at the Guarantor's request, the Guarantor:

- (a) unconditionally guarantees to the Lessor its successors and assigns the payment of Rent and other moneys payable to the Lessor under this Lease and the due and punctual performance and observance by the Lessee of all its other obligations under this Lease;
- (b) unconditionally indemnifies the Lessor its successors and assigns in all cases where indemnities are granted by the Lessee to the Lessor under this Lease; and
- (c) in case of default in payment of Rent or other moneys or in the performance or observance of any other obligation under this Lease the Guarantor will pay to the Lessor its successors and assigns on request all moneys which the Lessee shall have failed to pay and also will make good to the Lessor on request all losses damages costs and expenses thereby arising or incurred by the Lessor its successors and assigns.

Duration

25.2 The Guarantor acknowledges and declares that this guarantee and indemnity shall be a continuing guarantee and indemnity absolute and unconditional in all circumstances and without limiting the generality of the foregoing shall not be affected or avoided in any way by:

- (a) any determination or disclaimer of this Lease;
- (b) any agreement or arrangement made between the Lessor and the Lessee whether with or without the consent of the Guarantor;
- (c) any alterations or variations to the rights or obligations of either the Lessor or the Lessee;
- (d) the granting of any time or indulgence or forbearance by the Lessor to the Lessee;
- (e) the appointment whether provisional or otherwise of any liquidator of the Lessee or by the liquidation of the Lessee or by the death of every or any Guarantor;
- (f) the fact that this Lease may not be registered.

25.3 The Lessor shall be at liberty to regard the Guarantor in all respects as a principal party and shall not be obliged to take action against the Lessee but may proceed directly against the Guarantor.

25.4 The Guarantor further acknowledges and declares that:

- (a) the obligations of the Guarantor shall not merge or be deemed to have merged in any judgment obtained by the Lessor against the Lessee and the Guarantor shall remain liable to the Lessor in terms of this guarantee and indemnity notwithstanding that the Lessor may in the meantime obtain a judgment against the Lessee;
- (b) if more than one guarantor, the Guarantor's liability hereunder is both joint and several;

- (c) this guarantee and indemnity is in favour of the Lessor and its successors and assigns being the owner of the Premises from time to time during the continuance of this guarantee;
- (d) if the Lease contains an option for a further lease and the Lessee exercises such option, the Lessor's obligation to grant such a lease is subject to the Guarantor guaranteeing the Lessee's obligation under such lease and indemnifying the Lessor in respect of that lease in the terms of the guarantees and indemnities in this clause; and
- (e) the liability of the Guarantor under this Lease will not be affected by any assignment, transfer, subletting or parting with possession by the Lessee (whether with or without the Lessor's consent) of the Premises but continues in full force and effect, except where pursuant to the Act the Guarantor is released from liability to pay money to the Lessor.

This Lease

25.5 A reference in this clause 25 to this Lease includes a reference to any tenancy or other right whether legal or equitable under which the Lessee occupies or is entitled to occupy the Premises, including a tenancy for a fixed term, a periodic tenancy or a tenancy at will and extends to a right of occupation which does not give rise to an interest in land.

26. LIMITATION ON LIABILITY

26.1 All provisions of this Lease will have effect and be applied subject to this clause 26. For the purposes of this clause:

- (a) "Assets" includes all assets, property and rights real or personal of any nature whatsoever;
- (b) "Obligation(s)" means all obligations and liabilities of whatsoever kind, undertaken or incurred by, or devolving upon the Trustee under or in respect of this Lease or any deed, agreement or other instrument collateral herewith or given or entered into pursuant hereto whether express or implied by statute or other legal requirements or arising otherwise howsoever;
- (c) "Trust" means the Scentre Northgate Trust constituted by or pursuant to the Trust Deed;
- (d) "Trust Deed" means the document governing the Trust dated 19 August 1985 between Growth Equities Mutual Limited and Perpetual Trustees W.A. Limited ACN 008 666 886 as varied by amending documents from time to time;
- (e) "Trustee" means Perpetual Trustees W.A. Limited ACN 008 666 886 or such other party as is trustee (and includes the custodian or responsible entity for the time being of any managed investment scheme registered or to be registered pursuant to chapter 5C of the Corporations Act, 2001 (Cth)) for the time being and from time to time duly appointed under or in respect of the Trust.

26.2 The Trustee enters into this Lease only in its capacity as trustee of the Trust and in no other capacity. A liability arising under or in connection with this Lease is limited to and can be enforced against the Trustee only to the extent to which it can be satisfied out of Assets of the Trust out of which the Trustee is actually indemnified for the liability. This limitation of liabilities applies despite any other provision of this Lease and extends to all Obligations in any way connected with any representation, warranty, conduct, omission, agreement or transaction related to this Lease.

- 26.3** The parties other than the Trustee may not sue the Trustee in any capacity other than as trustee of the Trust, including seek the appointment of a receiver (except in relation to Assets of the Trust), a liquidator, an administrator or any similar person to the Trustee or prove in any liquidation, administration or arrangement of or affecting the Trustee (except in relation to Assets of the Trust).
- 26.4** The provisions of this clause 26 will not apply to any Obligation to the extent that it is not satisfied because under the Trust Deed or by operation of law there is a reduction in the extent of the Trustee's indemnification out of the Assets of the Trust, as a result of the Trustee's fraud, negligence or breach of trust.
- 26.5** It is acknowledged that the manager of the Trust is responsible under the Trust Deed for performing a variety of obligations relating to the Trust, including under this Lease. No act or omission of the Trustee (including any related failure to satisfy its Obligations or breach of representation or warranty under this Lease) will be considered fraud, negligence or breach of trust of the Trustee for the purpose of clause 26.4 to the extent to which the act or omission was caused or contributed to by any failure by the manager or any other person to fulfil its obligations relating to the Trust or by any other act or omission of the manager or any other person.
- 26.6** No attorney, agent, receiver or receiver and manager appointed in accordance with this Lease has authority to act on behalf of the Trustee in a way which exposes the Trustee to any personal liability and no act or omission of any such person will be considered fraud, negligence or breach of trust of the Trustee for the purpose of clause 26.4.
- 26.7** The Trustee is not obliged to do or refrain from doing anything under this Lease (including incur any liability) unless the Trustee's liability is limited in the same manner as set out in this clause 26.

27. GST

- 27.1** If GST is imposed or levied in respect of any supply by a party under or in accordance with this Lease (including the supply of the Premises or the supply of any goods, services, rights, benefits or other things) then the party making the supply may recover the GST Amount from the party receiving the supply in addition to the Consideration. The party making the supply will provide such invoices to the party receiving the supply as are required pursuant to the GST Legislation.

GST on Operating Expenses will be calculated net of any GST input credits received by the Lessor on such Operating Expenses.

- 27.2** In this Lease:

"Consideration" means any amount or consideration payable or to be provided pursuant to any provision of this Lease other than this clause.

"GST" means any form of goods and services tax or similar value added tax.

"GST Amount" means the Consideration (after deducting the GST Exempt Component) multiplied by the Rate.

"GST Exempt Component" means any part of the Consideration which solely relates to a supply that is free or exempt from the imposition of GST.

"GST Legislation" means A New Tax System (Goods and Services Tax) Act, 1999 (Cth) and any other legislation or regulation which imposes, levies, implements or varies a GST or any applicable rulings issued by the Commissioner of Taxation.

"Rate" means the rate at which GST Legislation from time to time imposes or levies GST on the relevant supply under this Lease.

"Supply" includes supply as defined under GST Legislation.

28. CONSENT TO SUBDIVISION

28.1 The Lessee acknowledges that during the Term the Lessor may, provided that the Lessee's interests are not thereby materially and adversely affected:

- (a) consolidate the Land or the Centre or part thereof with adjacent and/or nearby properties; and/or
- (b) subdivide the Land or the Centre or part thereof, together with adjacent and/or nearby properties, under the Conveyancing Act, 1919 (NSW) or under other legislation; and/or
- (c) subdivide the Land or part thereof, together with adjacent and/or nearby properties, into two or more stratum components under the Conveyancing Act, 1919 (NSW); and/or
- (d) subdivide the Centre or part thereof or any stratum component of the Centre under the Strata Schemes (Freehold Development) Act, 1973 (NSW),

and the Lessee hereby consents to such dealings with the Land and in particular, but without limitation, consents to the registration of:

- (e) any plan of subdivision or consolidation;
- (f) any plan(s) creating stratum parcel(s);
- (g) any strata plan(s) creating strata scheme(s);
- (h) any schedule(s) of unit entitlement;
- (i) any by-laws, building management statements or strata management statements lodged with such plans;
- (j) any other plan, instrument or dealing lodged with or as part of any of the foregoing; and
- (k) amendments to any of the documents listed above in paragraphs (e) to (j) inclusive.

The Lessee further agrees to sign any document reasonably required by the Lessor or any competent authority to enable registration of any plan, instrument or dealing referred to in this clause.

28.2 The Lessee will not do or allow anything to be done which would cause the Lessor to be in breach of any of its obligations under any building management statement or strata management statement to which the Lessor is or becomes a party.

29. DEMOLITION ETC

Regardless of any other provision contained in this Lease, the Lessor and the Lessee agree that:

- (a) if at any time during the Term the Lessor provides the Lessee with details of a proposed demolition, substantial repair, renovation or reconstruction of the building, or any part of the building, of which the Premises forms part ("Works") sufficient to indicate a genuine proposal for the Works to be carried out within a reasonably practicable time after this Lease is to be

terminated in accordance with this clause 29, then the Lessor may by giving six (6) Months notice in writing to the Lessee determine this Lease;

- (b) if the Lessor gives the notice referred to in clause 29(a) the Lessee may terminate this Lease by giving the Lessor not less than seven (7) days notice in writing of termination at any time within six (6) Months before the termination date notified by the Lessor;
- (c) upon the termination of this Lease pursuant to this clause 29 the Lessee shall cease trading in and vacate the Premises and shall remove all the Lessee's fixtures and fittings from the Premises;
- (d) the termination of this Lease pursuant to this clause 29 shall be without prejudice to the rights of either party in respect of any antecedent breach, matter or thing; and
- (e) the Lessee will be entitled to payment by the Lessor of the value of the Lessee's fitout in the Premises written down on the following basis:
 - (i) if the termination occurs in the first Year of the Term (commencing on the Commencement Date) - one hundred per cent (100%) of the Lessee's cost of fitout of the Premises ("Fitout Costs");
 - (ii) if the termination occurs in the second Year of the Term (commencing on the Commencement Date) - eighty per cent (80%) of the Fitout Costs;
 - (iii) if the termination occurs in the third Year of the Term (commencing on the Commencement Date) - sixty per cent (60%) of the Fitout Costs;
 - (iv) if the termination occurs in the fourth Year of the Term (commencing on the Commencement Date) - forty per cent (40%) of the Fitout Costs;
 - (v) if the termination occurs in the fifth Year **and last three Months** of the Term (commencing on the Commencement Date) - twenty per cent (20%) of the Fitout Costs; and
 - (vi) the Lessee must provide copies of documentary evidence and invoices in respect of the Fitout Costs of the Premises as a condition precedent to the Lessor reimbursing the Lessee.

30. KIOSK REMOVAL

Should the Lessor and/or the Lessee be required by any competent authority to remove the kiosk forming the Premises then the Lessor may thereafter by reasonable notice in writing to the Lessee terminate this Lease without right or claim on the part of the Lessee for damages by reason of such termination (unless the Lessor has been paid or received any such damages in respect of the Lessee's interest in the Premises in which even the Lessor will promptly pay a reasonable and proper proportion of any such damages to the Lessee) and without prejudice to the rights of either party for any prior breach of covenant.

31. KIOSK HEIGHT

The Lessee covenants with the Lessor that the maximum height of the kiosk including any counters, displays, merchandise, equipment and signs (other than signs approved by the Lessor having regard to sightlines of surrounding tenancies) will be 1400mm (or such other height as the Lessor from time to time reasonably approves).

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32. ADDITIONAL LESSEE'S WORKS

The Lessee will at its sole cost and expense and within the same time and in the same manner required by clause 10 hereof, carry out in a good and workmanlike manner to the satisfaction of the Lessor the following works **within two (2) months from the Commencement Date:**

Signage: Provide all new signage and graphics in line with guidelines.

Fixtures: Provide all new kiosk design in line with latest design guidelines.

Other: The above scope of works is subject to adherence to current Fitout Requirements at the commencement of the Lease or submission of drawings for approval.

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EXECUTED as a Deed.

DATE 30/11/2016

Certified correct for the purposes of the Real Property Act 1900 by the Lessor's attorneys who signed this dealing pursuant to the power of attorney specified and who state that they have had no notice of revocation of the said power of attorney

Signed on behalf of **PERPETUAL TRUSTEES W.A. LIMITED ACN 008 666 886**
Power of Attorney - Book: 4710
- No: 524

I certify that I am an eligible witness and that the Lessor's attorney signed this dealing in my presence.
[See note * below]

Signature of witness:.....

.....
Signature of Category A Attorney

Name of witness:.....

Address of witness: 85 Castlereagh Street, SYDNEY

.....
Name of Category A Attorney

I certify that I am an eligible witness and that the Lessor's attorney signed this dealing in my presence.
[See note * below]

Signature of witness:.....

.....
Signature of Category B Attorney

Name of witness:.....

Address of witness: 85 Castlereagh Street, SYDNEY

.....
Name of Category B Attorney

* Section 117, Real Property Act 1900 requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Corporation: **OZ SHOPPING FRENZY PTY LTD ACN 615 825 324**
Authority: section 127 of the Corporations Act 2001

Signature of authorised person:..... *Huizi Cheng*

Name of authorised person:..... *Huizi Cheng*

Office held: Sole Director / Secretary

**Company seal not to be affixed unless required by your constitution

I certify that I am an eligible witness and that the Guarantor signed this dealing in my presence.

Certified correct for the purposes of the Real Property Act 1900 by the Guarantor

[See note * below].

Signature of witness:.....

Signature of HUIZI CHENG:.....

Name of witness:.....
Rhonda Newland
A Justice of the Peace in and for
the State of New South Wales
Reg. No. 159035

Address of witness:.....
30 NOV 2016-3 GEORGE STREET
PARRAMATTA

* Section 117, Real Property Act 1900 requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.

ID SIGHTED WAS
NSW DRIVERS LICENCE

Rhonda Newland
A Justice of the Peace in and for
the State of New South Wales
Reg. No. 159035