

**DEED OF CONSENT TO ASSIGNMENT  
OF LEASE**

**PARTIES**

**ZHI LIANG WENG  
HUA FANG MALCOMESS  
ROY CARMICHAEL MALCOMESS**

(Landlord)

**AND**

**TEDDER GROUP PTY LTD  
(ACN 600 849 054)**

(Tenant)

**AND**

**MICHAEL JOHN CONWAY**

(Guarantor)

**AND**

**RODEO ROMEO PTY LTD  
(ACN 614 746 253)**

(Assignee)

**AND**

**KUBER SETHI  
TEJA BHAGWAT SETHI**

(Incoming Guarantor)

**DATED: 2** <sup>DECEMBER</sup> ~~November~~ **2016**

*S & T Lawyers  
Level 1, Suite 16  
Bailey's Arcade  
143 London Circuit Canberra City]  
Tel no of firm: 02 62474866  
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Ref: M Tiirikainen*

**DEED OF CONSENT TO ASSIGNMENT OF LEASE**

THIS DEED IS MADE the                      day of <sup>DECEMBER</sup>~~November~~ 2016.

**BETWEEN** the parties named in the Schedule hereto.

**RECITAL**

- A. By Lease made on the 1st day of December 2014, ("the Lease") between the Landlord and the Tenant, the Landlord leased the Premises more particularly described in the Schedule ("the Premises") to the Tenant for the term and at the rental and subject to the covenants, conditions and restrictions contained in the Lease.
- B. The Lease contains a covenant by the Tenant not to assign the Lease or transfer or part with possession of the Premises or any part thereof without the prior written consent of the Landlord.
- C. The Tenant, the Assignee, the Guarantor and the Incoming Guarantor have requested the Landlord to consent to the assignment of the Lease to the Assignee.
- D. The Incoming Guarantor will guarantee the obligations of the Assignee.
- E. The Landlord has agreed to the request in consideration of the Tenant, the Assignee, the Guarantor and the Incoming Guarantor entering into this Deed.

**OPERATIVE PART**

1. The Landlord hereby consents to the assignment by the Tenant to the Assignee of

all its estate and interest in the Lease to the Assignee with effect from the Assignment date on the following conditions:

- 1.1 that on or before the Assignment Date, the Tenant will pay:
    - 1.1.1 all rent and outgoings payable under the Lease up to the Assignment Date.
  - 1.2 that on or before the Assignment Date, the Assignee will:
    - 1.2.1 provide evidence of insurance, noting the interest of the Landlord, for plate glass, public liability and tenants liability insurance for a sum described in the Schedule.
    - 1.2.2 provide a bank guarantee or security deposit for an amount described in the Schedule.
    - 1.2.3 pay the Landlord's Solicitor's reasonable costs and disbursements in relation to this Deed and other matters related to the giving of the Landlord's consent.
  - 1.3 within fourteen (14) days of the Assignment Date the Assignee shall lodge the Transfer for registration and shall notify the Landlord's Solicitor of the registration number.
2. The Assignee hereby covenants with the Landlord that from the Assignment Date the Assignee will at all times during the continuance of the term granted by the Lease or any extension or renewal thereof:
- 2.1 continue to pay the rent and any other monies, fees, charges or payments contained in the Lease to be paid; and
  - 2.2 shall perform and observe all of the covenants and conditions either expressed or implied required to be performed or observed on the part of the Tenant by the said Lease.

3. In consideration of the Landlord consenting to the assignment, the Incoming Guarantor guarantees to the Landlord the performance by the Assignee of all the Assignee's obligations (including obligations to pay rent, outgoings and damages) under the Lease and under any extension and renewal of the Lease (whether the Assignee is then in default or not).
4. If the Assignee:
  - 4.1 does not pay any money pursuant to its said obligations; or
  - 4.2 does not perform any of its said obligationsThen the Incoming Guarantor must:
  - 4.3 pay that money; or
  - 4.4 make that compensation, or
  - 4.5 perform the obligationto the Landlord even if the Landlord has not tried to recover the money or compensation from the Assignee.
5. If the Assignee becomes bankrupt, goes into liquidation, placed under official management or makes any arrangement, assignment or composition (including any amount paid to the Landlord which the Landlord subsequently be obliged to pay out as having been received as a preference) and the Lease or any extension or renewal of it is disclaimed, the Incoming Guarantor is liable to the Landlord for any damage suffered by the Landlord because of its disclaimer. The Landlord can recover damages for losses over the entire period of the Lease or any extension or renewal of it, but must do every reasonable thing to mitigate those losses.
6. The obligations of the Incoming Guarantor are not affected:
  - 6.1 if the Landlord gives the Assignee extra time to comply with an

obligation under the Lease or any extension or renewal of it or under any tenancy, or does not insist on strict compliance with those occupancy rights, and

- 6.2 the Landlord has exercised its right of re-entry or any other rights;
- 6.3 the Landlord has been declared bankrupt or wound up or dissolved (as applicable);
- 6.4 this guarantee and indemnity is wholly or partly unenforceable.

7. The terms of this guarantee apply whether or not:

- 7.1 the Lease or any extension or renewal of it is registered;
- 7.2 any obligation of the Assignee is only an equitable one; or
- 7.3 the term of the occupancy rights is extended by legislation or by the Assignee acting under legislation.

8. The Tenant and the Guarantor hereby releases the Landlord from all claims, suits, actions and demands of whatsoever kind and howsoever arising which the Tenant and the Guarantor now has or may in future have against the Landlord.

9. The Tenant, the Guarantor and the Assignee shall be responsible for payment of their own solicitor's costs and disbursements in connection with this Deed, including any stamp duty and registration fees in connection with this Deed and the Transfer of the Lease.

10. In this Deed, unless the contrary intention appears:

- 10.1 headings are for convenience only and do not affect interpretation of this Deed;
- 10.2 reference to the singular includes the plural and vice versa as the case

requires;

- 10.3 reference to a gender includes all genders as the case requires;
- 10.4 where a word or a phrase is defined, its other grammatical forms have a corresponding meaning;
- 10.5 a reference to a person, corporation, trust, partnership, unincorporated body or other entity includes any of the foregoing;
- 10.6 a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, but not limited to, persons taking by novation) and permitted assigns;
- 10.7 a reference to an agreement or document is to be taken to be a reference to the Agreement or document as amended, novated, supplemented or replaced from time to time except to the extent prohibited by this Agreement;
- 10.8 a reference to conduct includes, without limitation, an omission, statement or undertaking, whether or not in writing; and
- 10.9 references to anything is a reference to the whole or any part of it and a reference to any group of persons is a reference to anyone or more of them.

### THE SCHEDULE

Item 1	"The Landlord"	ZHI LIANG WENG, HUA FANG MALCOMESS and ROY CARMICHAEL MALCOMESS
Item 2	"The Tenant"	TEDDER GROUP PTY LTD (ACN 600 849 054)
Item 3	"The Guarantor"	MICHAEL JOHN CONWAY
Item 4	"The Assignee"	RODEO ROMEO PTY LTD (ACN 614 746 253)
Item 5	"Incoming Guarantor"	KUBER SETHI and TEJA BHAGWAT SETHI
Item 6	"The Premises"	Unit 127 Units Plan 1704 Block 16 Section 19 Braddon
Item 7	Bank Guarantee/ Security Bond	Equivalent to 3 months rent inclusive of GST
Item 8	Insurance	Public Liability \$20 million Plate Glass – Insurable value Tenant Liability
Item 9	Lease Registered No:	N/A
Item 10	"The Assignment Date"	5 December 2016

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

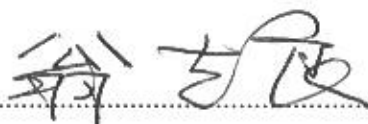
**LANDLORD**

Signed sealed and delivered by )

**ZHI LIANG WENG** )

in the presence of )

李基惠



Signature

Signature of Witness

J. L. HUI LI

Print name of Witness

11 December 2016

Signed sealed and delivered by )

**HUA FANG MALCOMESS** )

in the presence of )

李基惠



Signature

Signature of Witness

J. L. HUI LI

Print name of Witness

Signed sealed and delivered by )

**ROY CARMICHAEL MALCOMESS** )

in the presence of )

李基惠



Signature

Signature of Witness

J. L. HUI LI

Print name of Witness



**TENANT**

Executed by TEDDER GROUP PTY LTD )  
 (A.C.N. 600 849 054) )  
 in accordance with Section 127(1) of the )  
 Corporations Act 2001 (Cth) by authority of )  
 its Directors )  
 )



Signature of Director/ Secretary



Signature of Director/ Secretary

MICHAEL CONWAY

Print Name



Print Name

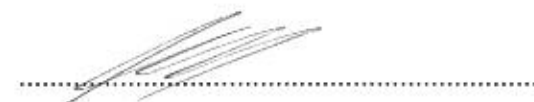
Dated 5 December 2016

**GUARANTOR**

Signed sealed and delivered by )  
**MICHAEL JOHN CONWAY** )  
 in the presence of )



Signature



Signature of Witness

RYAN SOUTER

Print name of Witness

Dated 5 December 2016

**ASSIGNEE**

Executed by RODEO ROMEO PTY LTD )  
 (A.C.N. 614 746 253) )  
 in accordance with Section 127(1) of the )  
 Corporations Act 2001 (Cth) by authority of )  
 its Directors )  
 )

Teja Sethi  
 Signature of Director/ Secretary

Teja setui  
 Print Name

Dated 3 December 2016

Kuber Sethi  
 Signature of Director/ Secretary

KUBER SETHI  
 Print Name

**INCOMING GUARANTOR**

Signed sealed and delivered by )  
**KUBER SETHI** )  
 in the presence of )

Kuber Sethi  
 Signature

[Signature]  
 Signature of Witness

KUBER SETHI  
 Print name of Witness

Dated 5 December 2016

Signed sealed and delivered by )

**TEJA BHAGWAT SETHI** )

in the presence of )

*TBsethi*

Signature

*[Signature]*

Signature of Witness

*KARUN KOGILU*

Print name of Witness

*Dated 5 December 2016*