

# Deed of Assignment of Lease

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THIS DEED is made the                    day of                    2020

BETWEEN the party named and described in Item 1 of the Schedule hereto (hereinafter called "the assignor") of the one part and the party named and described in Item 2 of the Schedule hereto (hereinafter called "the assignee") of the other part

## WHEREAS:-

- A. The assignor is registered or entitled to be registered as a proprietor of an estate in fee simple in the whole of the land more particularly described in Item 3 of the Schedule hereto (hereinafter called "the land") which is subject to a lease to **WICKHAM FLOWER & CO PTY LTD (ACN 007 698 955)** commencing on the 1<sup>st</sup> day of January 2020.
- B. The assignor is desirous of assigning its one undivided third right title estate and interest under the lease and to the land to the assignee on and from the date set out in Item 5 of the Schedule hereto (hereinafter called "the assignment date").

NOW THIS DEED WITNESSETH as follows :-

### 1. Recitals

The parties hereto mutually acknowledge and agree that each of the recitals and the Schedule hereto are true and accurate in every particular and shall form part of this Deed.

### 2. Interpretation

- a) In the interpretation and construction of this Deed the following words and phrases shall have the meanings hereunder respectively assigned to them:-

- (i) "The assignee" shall mean the person named and described in Item 2 of the Schedule hereto.
  - (ii) "The assignor" shall mean the person named and described in Item 1 of the Schedule hereto.
  - (iii) "The assignment date" shall mean the date of which the assignment of lease shall take effect being the date set out in Item 5 of the Schedule hereto.
  - (iv) "The land" shall mean the land leased by the assignor as lessor to the said **Wickham Flower & Co Pty Ltd** as lessee.
  - (v) "The Lease" shall mean the lease more particularly described in Recital A hereto and as set out in Item 4 of the Schedule hereto.
- (b) Headings are for reference only and shall not affect the construction or interpretation of this Deed.

### 3. **Assignment**

The assignor hereby assigns to the assignee as and from the assignment date all of its right title estate and interest under the lease and in the demised premises and the assignee accepts such assignment subject to and upon the several terms covenants conditions and agreements contained in the lease and in this Deed.

### 4. **Assignor's Warranty and Indemnity**

The Assignor hereby warrants and declares that it has duly and faithfully observed and performed all of the terms covenants and conditions and agreements in the lease contained and on the part of the assignor to be observed and performed up to the date of execution hereof by the assignor and that there is presently no breach of or default under the lease and the assignor **HEREBY COVENANTS AND AGREES** with the assignee that it will duly promptly

and faithfully observe and perform all and singular the terms covenants conditions and agreements in the lease contained and on the part of the assignor to be observed and performed as and from the date of execution hereof by the assignor up to the assignment date and the assignor **HEREBY INDEMNIFIES** the assignee from and against any loss damage or injury it may sustain as a result of any breach by the assignor of his obligations under this clause.

5. **Assignee's Covenant with the Assignor**

The assignee hereby covenants and agrees with the assignor that it will on and from the assignment date duly punctually and faithfully observe and perform all and singular the terms covenants conditions and agreements in the lease contained and on the part of the lessor thereunder to be observed and performed.

6. The assignment can be signed in counterpart.

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**IN WITNESS** whereof the parties hereto have hereunto set their hands and seals on the day and year first hereinbefore written.

**SIGNED** by the said **MARK CHARLES PITT** in the presence of :

} .....  
Mark Charles Pitt as Assignor

.....  
Witness

**SIGNED** by the said **ZANE ANTHONY PITT** in the presence of :

} .....  
Zane Anthony Pitt as Assignor

.....  
Witness

  
.....  
Zane Anthony Pitt

and faithfully observe and perform all and singular the terms covenants conditions and agreements in the lease contained and on the part of the assignor to be observed and performed as and from the date of execution hereof by the assignor up to the assignment date and the assignor **HEREBY INDEMNIFIES** the assignee from and against any loss damage or injury it may sustain as a result of any breach by the assignor of his obligations under this clause.

5. **Assignee's Covenant with the Assignor**

The assignee hereby covenants and agrees with the assignor that it will on and from the assignment date duly punctually and faithfully observe and perform all and singular the terms covenants conditions and agreements in the lease contained and on the part of the lessor thereunder to be observed and performed.

6. The assignment can be signed in counterpart.

**IN WITNESS** whereof the parties hereto have hereunto set their hands and seals on the day and year first hereinbefore written.

**SIGNED** by the said **MARK CHARLES PITT** in the presence of



Mark Charles Pitt as Assignor

*Lesley White*  
Witness  
*Lesley White*

**SIGNED** by the said **ZANE ANTHONY PITT** in the presence of

Zane Anthony Pitt as Assignor

Witness

EXECUTED for and on behalf of RED ENERGY )  
CREATIVE PTY LTD (ACN 003 950 543) )



Signature of Director / Secretary  
Mark Charles Pitt

# The Schedule

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## Item 1

The Assignors

**MARK CHARLES PITT** of PO Box 189 Northbridge NSW 1560 and **ZANE ANTHONY PITT** 38 Esplanade Semaphore SA 5019

## Item 2

The Assignee

**RED ENERGY CREATIVE PTY LTD (ACN 003 950 543)** as Trustee of the **PITZ SUPERANNUATION FUND** of PO Box 189 Northbridge NSW 1590

## Item 3

The Land

The whole of the land comprised in Certificates of Title Volume 6021 Folio 276 and Volume 6021 Folio 277

## Item 4

The Lease

Commercial Lease Agreement commencing 1 January 2020,

## Item 5

The Assignment Date

1<sup>st</sup> of November 2020