

PIZZA WITH ATTITUDE COOGEE PTY LTD
(ACN 602 429 078)

("Assignor")

AND

CARRELLO'S INVESTMENTS PTY LTD
as trustee for the Carrello Family Trust
(ACN 169 536 681)

SERGIO IANNELLO
SILVANA IANNELLO

("Assignee")

AND

GIADA CARRELLO

("Assignee's Guarantors")

AND

ST GIORGIO PTY LTD
(ACN 126 046 679)

("Lessor")

ASSIGNMENT AND VARIATION OF LEASE
SHOP 5, COOGEE PLAZA, 241 HAMILTON ROAD, COOGEE

New lease
done 4/11/2015
with

USARE

AL DENTE
PASTA AND
PIZZA

ABN 82106294144
82106294144

L A W Y E R S

PO Box 388
Fremantle WA 69
T: +61 8 9335 987
F: +61 8 9336 129
www.frivot.com.au

il 4/11/2015
Ambrogio paid
\$ 6,470 being
cash Bond in
lieu of bank
guarantee
with No interest
to be paid as

THIS DEED is made the day of

2015

PARTIES

PIZZA WITH ATTITUDE COOGEE PTY LTD (ACN 602 429 078) of 337A Preston Point Road, Attadale, Western Australia (the "Assignor")

AND

CARRELLO'S INVESTMENTS PTY LTD (ACN 169 536 681) as trustee for the Carrello Family Trust, **SERGIO IANNELLO** and **SILVANA IANNELLO** all care of 19 Motril Avenue, Coogee, Western Australia (the "Assignee")

AND

GIADA CARRELLO of Unit 15, 50 Suttor Drive, Success, Western Australia (the "Assignee's Guarantor")

AND

ST GIORGIO PTY LTD (ACN 126 046 679) (formerly **CASSINO PTY LTD**) of 26 Tweeddale Road, Applecross, Western Australia (the "Lessor")

RECITALS

- A. The Lessor is registered or entitled to be registered as the proprietor of an estate in fee simple of the Land.
- B. By the Lease the Assignor is (subject to payment of rent and the observance and performance of the Lessee's Covenants) entitled to a leasehold interest in the Premises for the Term together with an option to extend the Term for the Option Term.
- C. The Assignor and the Assignee have agreed (subject to the consent of the Lessor) to the assignment of the Premises to the Assignee from and including the Date of Assignment upon the terms, conditions and covenants contained or implied in this Deed.
- D. The Assignee also desires and the Lessor has agreed to vary the Lease in the manner provided by this Deed.

OPERATIVE PART

1. INTERPRETATION

1.1 In this Deed unless inconsistent with the context:

"Annual Rent" means the several rents reserved by the Lease and any variation of those rents and pursuant to this Deed being the amount specified in Item 5A of the Schedule;

Item 3 Lease**(a) Lease Agreement**

A lease agreement made between the Cassino Pty Ltd (ACN 133 755 683) as lessor and Gabriella Carciotto as lessee.

(b) Previous Assignments, Variations and Extensions of Lease

An Assignment and Variation of Lease made on the 31st day of October 2014 between the Cassino Pty Ltd (ACN 133 755 683) as lessor, Gabriella Carciotto as assignor, the Assignor as assignee and Diane Linn as assignee's guarantor.

Item 4 Option Term

A term of five (5) years commencing on the day following the expiry of the Term and a further term of five (5) years commencing on the day following the expiry of Option 1 as varied by this Deed in Item 7.3.

Item 5 Date of Assignment

~~The 23rd day of October, 2015.~~

Handwritten: 4 NOVEMBER 2015

Item 5A Annual Rent

\$19,628.64 exclusive of GST and outgoings.

Item 6 Term

A term of eight (8) years commencing on the 1st day of December, 2012 and expiring on the 30th day of November 2020, as varied by this Deed in Item 7.2.

Item 7 Manner of Variation of Lease

The Lease Agreement is hereby varied from the Date of Assignment as follows:

7.1 Bank Guarantee

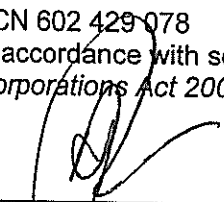
7.1.1 Prior to the Date of Assignment, the Assignee shall provide to the Lessor an unconditional and irrevocable undertaking, order or guarantee from a bank in terms which are reasonably acceptable to the Lessor, to pay to the Lessor on demand in accordance with this clause the total amount of \$6,470.00 (called "Bank Guarantee").

7.1.2 Under the Bank Guarantee, the Lessor shall be entitled to require the bank to pay to the Lessor, on one or more occasions, without reference to the Assignee and notwithstanding the Assignee's objection, direction or request the amount demanded by the Lessor as being then due from the Assignee for Annual Rent or other money payable under this Lease or as compensation for breach of covenant, up to the maximum amount in the aggregate specified in 7.1.1 above.

7.1.3 The Lessor is entitled to recover Annual Rent and damages from the Assignee without being limited to the amount of the Bank Guarantee, but shall credit the Assignee with any sum received by the Lessor under the Bank Guarantee.


EXECUTED AS A DEED on the date hereinbefore written.

EXECUTED by)
PIZZA WITH ATTITUDE COOGEE)
PTY LTD)
ACN 602 429 078)
in accordance with section 127 of the)
Corporations Act 2001)



Director
Diane Linn

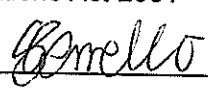
Name of Director
(BLOCK LETTERS)



Director / Company Secretary
Diane Linn

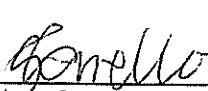
Name of Director / Company Secretary
(BLOCK LETTERS)

EXECUTED by)
CARRELLO'S INVESTMENTS PTY LTD)
as trustee for the Carrello Family Trust)
ACN 169 536 681)
in accordance with section 127 of the)
Corporations Act 2001)



Director
GIADA CARRELLO

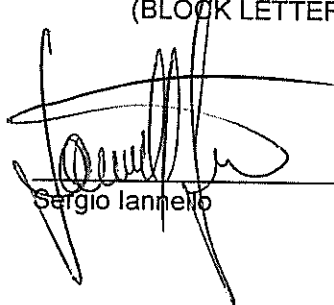
Name of Director
(BLOCK LETTERS)



Director / Company Secretary
GIADA CARRELLO

Name of Director / Company Secretary
(BLOCK LETTERS)

SIGNED BY the said)
SERGIO IANNELLO)
in the presence of:)



Sergio Iannello

Witness:
Name: SAMAZIO
Address: NAI HARVEY REELEY FIN
Occupation: SHOP 10/12-6 LINDSEY HALL, LINDSEY ST
Sales Executive, SHADWOOD W.A 6163