

EXTENSION OF LEASE

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LEASE BEING EXTENDED

Unregistered Lease between the parties hereto dated

LAND DESCRIPTION

THE WHOLE OF THE LAND IN CT CT VOLUME 5100 FOLIO 41

LESSOR (Full name and address)

BERNARD ROSS DAVIES AND DIANNE MARGARET DAVIES AND SCOTT BERNARD DAVIES of
C/- 192 Esplanade Souyth Brighton SA 5048

LESSEE (Full name and address)

KIRKWOOD ENTERPRISES AUSTRALIA PTY LTD A C N 1198 South Road Clovelly Park SA 5042

CONSIDERATION (Words and figures)

Twenty Five Thousand Eight Hundred Dollars (\$25,800.00) Per annum

TERM

FOR THE CONSIDERATION THE TERM OF THE MEMORANDUM OF LEASE SHALL BE EXTENDED:

COMMENCING ON 1st Day of March 2020

AND

EXPIRING ON 28th Day of February 2023

UPON THE SAME TERMS AND CONDITIONS AS ARE EXPRESSED OR IMPLIED IN THE MEMORANDUM OF LEASE EXCEPT WITH THE VARIATIONS LISTED HEREIN.

CONSENTS

NOT APPLICABLE

VARIATIONS

1. The annual clear annual rental for the first year of the extended term hereby granted shall be TWENTY FIVE THOUSAND EIGHT HUNDRED DOLLARS \$25,800.00 Inc GST payable by equal calendar monthly instalments in advance of TWO THOUSAND ONE HUNDRED AND FIFTY DOLLARS \$2,150.00 each Inc GST. The first of such instalments shall be due and payable from the date of commencement of this Extension of Lease.
2. The Lessor and Lessee hereby agree to extend the Lease for a further THREE (3) years with the right of renewal for a further THREE (3) years.
3. The rental will be reviewed to Market Rental if agreed by Lessor and Lessee at the end of this extended Term, otherwise clause 3.4 of the Lease will apply.
4. If the Lessee vacates the premises with the consent of the Lessor then the clauses referring to cleaning and painting as stated in clauses 6 and 13 of the Lease will apply
5. If the property is acquired by the Transport Department and they require vacant possession for demolition the property is to be left in the condition specified by them. (Cleaning and removal of rubbish and personal items as directed by the Transport Department).
6. If it is acquired by Transport Department for further rental the clauses referring to cleaning and painting as stated in clauses 6 and 13 of the Lease will apply.

ALL OTHER TERMS AND CONDITIONS OF THE LEASE REMAIN THE SAME.

DATED THE 2nd DAY OF March 2020

The Common Seal of the Lessee

was hereto affixed in the presence of:



Director PAUL JOSEF KIRKWOOD


Director WILLIAM KIRKWOOD


Signature of LESSOR BERNARD ROSS DAVIES


Signature of LESSOR DIANNE MARGARET DAVIES


Signature of LESSOR SCOTT BERNARD DAVIES


Signature of WITNESS - Signed in my presence by the Lessors who are either personally known to me or have satisfied me as to their identity. A penalty of up to \$2000 or 6 months imprisonment applies for improper witnessing

PHILIP JOHN PROCTOR
Print Full Name of Witness (BLOCK LETTERS)

15 PIER STREET
Print Address of Witness

GLENELL 5045

Business Hours Telephone Number 0434 962 153