

LEASE
New South Wales
Real Property Act 1900

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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
PART FOLIO 23/1209642 BEING SHOP 3, 36-38 PORT STEPHENS STREET, RAYMOND TERRACE

(B) LODGED BY

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE L
	Reference:	

(C) LESSOR

S & C MCLEAN CUSTODIAN PTY LTD (ACN 603 583 731)

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

(D)

Encumbrances (if applicable):

(E) LESSEE

GREGORY JOHN HODGES

TENANCY:

- (G) 1. TERM THREE (3) YEARS**
- 2. COMMENCING DATE 1 APRIL 2020**
- 3. TERMINATING DATE 31 MARCH 2023**
- 4. With an OPTION TO RENEW for a period of TWO PERIODS OF THREE (3) YEARS EACH set out in clause 4 of ANNEXURE "B"**
- 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" AND "B" hereto.**
- 8. Incorporates the provisions set out in N.A. No. N.A.**
- 9. The RENT is set out in item No. 13 of ANNEXURE "A" AND CLAUSE 5 OF ANNEXURE "B"**

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: S & C MCLEAN CUSTODIAN PTY LTD (ACN 603 583 731)

Authority: section 127 of the Corporations Act 2001

Signature of authorised person:

[Signature]
Name of authorised person: Scott Andrew McLean

Name of authorised person:

Office held:

DIRECTOR

Signature of authorised person:

[Signature]
Name of authorised person: Cheryl Anne McLean

Name of authorised person:

Office held:

DIRECTOR

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

Signature of witness:

[Signature]

Name of witness:

Jeremy Slapp

Address of witness:

2 Portside Cres
Maryville 2293

Certified correct for the purposes of the Real Property Act 1900 by the lessee.

Signature of lessee:

[Signature]

(I) STATUTORY DECLARATION*

I 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 _____ in the State of New South Wales on _____

in the presence of _____ of _____

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

* 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.

ANNEXURE A

SEE A SOLICITOR ABOUT THIS LEASE

Lessor: S & C MCLEAN CUSTODIAN PTY LTD (ACN 603 583 731)
Lessee: GREGORY JOHN HODGES

This annexure consists of 4 pages.

NOTE: Any alterations and additions to Lease Covenants in Annexure B must be made by additional clauses in Annexure A. The printed clauses in Annexure B are to remain in their copyright form without alteration.

SCHEDULE OF ITEMS (continued)

Item 10
(cl 2.3, 13.1)
(cl 13.7)

- A. The guarantor: Not applicable.
B. Limit of guarantor's liability: Not applicable.

Item 11
(cl 3)

Additional leased property: Not applicable

Item 12
(cl 4)

Option to Renew:

- A. Further period of three (3) years from 1 April 2023.
B. Further period of - Not applicable.
C. Maximum period of tenancy under this lease and permitted renewals: Nine (9) years.
D. First day option for renewal can be exercised: 30 September 2022
E. Last day option for renewal can be exercised: 31 December 2022

Item 13
(cl 5)

A. Rent

For the Lease period:

From the commencement date
to the first rent review date:

\$36,000.00 plus GST a year payable by monthly
instalments in advance of \$3,000.00 plus GST.

Afterwards:

At the new yearly rent beginning on each review
date by monthly instalments of one twelfth of the
new yearly rent.

For the further period in Item 12A:

From the commencement date
to the first rent review date:
(for example: Current market rent)

Current Market Rent

Afterwards:

At the new yearly rent beginning on each review
date by monthly instalments of one twelfth of the
new yearly rent.

Handwritten signature and initials at the bottom left.

Handwritten signature and initials at the bottom right.

For the further period in Item 12B:

From the commencement date
to the first rent review date:
(for example: Current market rent) Not applicable

Afterwards: At the new yearly rent beginning on each review date by monthly instalments of one twelfth of the new yearly rent.

Item 13
(cl 15)

B. GST:

Clause 15 provides for payment by the lessee of GST unless otherwise here indicated:

Item 14
(cl 5)

Outgoings:

A. Share of outgoings: 16.4% for whole of premises 36-38 Port Stephens Street, Raymond Terrace

B. Outgoings -

- (a) local council rates and charges;
- (b) water sewerage and drainage charges;
- (c) land tax as assessed;
- (d) insurance
- (e) all levies and contributions of whatsoever nature determined and/or levied by the owners corporation with the exception of any contribution to a sinking fund or special levy in respect of the strata scheme of which the property forms part (if applicable);
- (f) external lighting, cleaning and yard maintenance, general internal maintenance;

for the land or the building of which the property is party, fairly apportioned to the period of this lease.

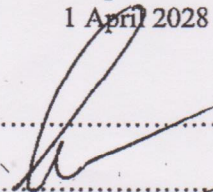
Item 15
(cl 5.1.5)

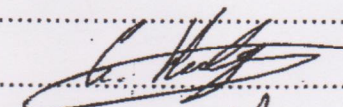
Interest rate: 10%

Item 16
(cl 5.4)

Rent Review:

Rent Review Date	Method of rent review	If Method 1 applies, increase by (the increase should show a percentage or amount)
1 April 2021	Method 2	
1 April 2022	Method 2	
1 April 2023	Method 3	
1 April 2024	Method 2	
1 April 2025	Method 2	
1 April 2026	Method 3	
1 April 2027	Method 2	
1 April 2028	Method 2	


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Method 1 is a fixed amount or percentage.
Method 2 is Consumer Price Index.
Method 3 is current market rent.

Method 2 applies unless another method is stated.

Item 17 **Permitted use:** Motor vehicle service and maintenance
(cl 6.1)

Item 18 **Amount of required public liability insurance:** \$10,000,000.00
(cl 8.1.1)

Item 19 **Bank Guarantee**
(cl 16)
Not applicable

Item 20 **Security Deposit**
(cl 17)
Not applicable

Item 21 **Details of strata manager/secretary of the owners corporation (if applicable)**
Not applicable

The following alterations and additions are to be made to the Lease Covenants in Annexure B:

1 By adding the following clauses:

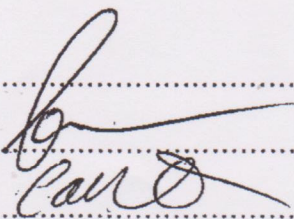
(a) Inserting in clause 19:

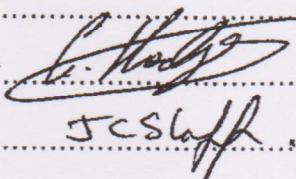
19. Notwithstanding any other provision of this Lease:

19.1 The Lessee acknowledges that he shares with the Lessees of Units 1 and 2 of the property approximately twelve (12) customer car parking spaces ("the Car Park"). The Lessee shall not at any time use the Car Park to work on vehicles or use or allow the Car Park to be used as a holding area for vehicles awaiting service, repair or maintenance.

19.2 The Lessee shall at all times keep the demised premises and the common areas shared with the Lessees of Units 1 and 2 clean and tidy.

19.3 The Lessee shall install and maintain at the rear of the demised premises a locked garbage disposal unit of a capacity to at all times meet the garbage disposal needs of the Lessee and the Lessee shall regularly empty such garbage disposal unit.

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19.4 The Lessee shall upon the determination of this Lease (however occurring) take, remove and carry away from the demised premises the Lessee's fixtures, fittings, plant and equipment and other articles brought to the premises by the Lessee and the Lessee shall make good any damage arising from or in connection with such removal and the Lessee shall repair, paint and decorate the interior and exterior of the demised premises so that it is returned to the Lessor in a condition identical with that at the date of commencement of this Lease and in this regard, fair wear and tear is not excluded from the work required to be undertaken by the Lessee.

