

Form: 07VL
Release: 3-2

VARIATION OF LEASE
New South Wales
Real Property Act 1900



AK553334F

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

23/1209642

(B) HEAD LEASE

Number	Torrens Title
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(C) LODGED BY

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
392 C	SYDNEY LEGAL AGENTS LLN: 120005 Y Reference: MORAY-27411	VL

(D) LESSOR

S & C MCLEAN CUSTODIAN PTY LTD ACN 603 583 731

(E) LEASE VARIED

AC776900

(F) LESSEE

GPC Asia Pacific Pty Ltd ACN 097 993 283

- (G) 1. The rent is reduced to \$108,000.00 per year on and as from 29 June 2016
- 2. The term is increased to 15 years N.A. months and N.A. days so as to expire on 28 June 2021
- 3. The option to renew is modified to one option to renew of five years
- 4. The provisions of the lease are varied as set out in annexure A hereto.

DATE 17 JUNE 2016

(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 Corporation Act

Signature of authorised person:
Name of authorised person: Scott Andrew McLean
Office held: Director

Signature of authorised person:
Name of authorised person: Cheryl Anne McLean
Office held: Director

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

Signature of witness:
Name of witness: Michael Phillip Freier
Address of witness: Legal and Commercial Manager, Property GPC Asia Pacific Holdings Pty Ltd
362 Wellington Road, Mulgrave, Victoria, 3170
An Australian legal practitioner within the meaning of the Legal Profession Uniform Law (Victoria)

Certified correct for the purposes of the Real Property Act 1900 by the lessee's attorney who signed this dealing pursuant to the power of attorney specified.

Signature of attorney:
Attorney's name: GPC Asia Pacific Pty Ltd
Signing on behalf of: GPC Asia Pacific Pty Ltd
Power of attorney-Book: 456
-No.: 469
Cary Laverty
Company Secretary

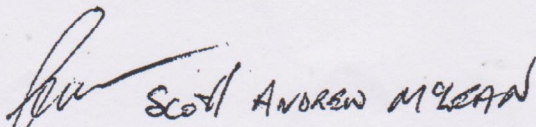
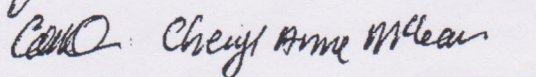
THIS IS ANNEXURE "A" TO THE VARIATION OF LEASE DATED 17 JUNE 2016 BETWEEN S & C MCLEAN CUSTODIAN PTY LTD ACN 603 583 731 ("LESSOR") AND GPC ASIA PACIFIC PTY LTD ACN 097 993 283 ("LESSEE")

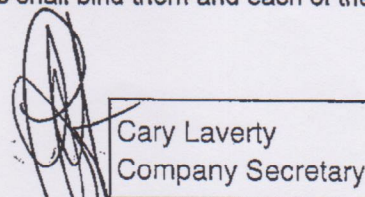
1. Background

- A. Under the Lease, S & C Mclean Custodian Pty Ltd ACN 603 583 731 leased to GPC Asia Pacific Pty Ltd ACN 097 993 283 (formerly known as Repco Limited) the Demised Premises.
- B. The Lease contains an option for renewal for the Further Term. The Lessee has exercised the option under the Lease for the Further Term, and the parties agree that the Lease is to be renewed on the terms, conditions and covenants contained in the Lease, otherwise as varied by this Deed.
- C. As a consequence of the renewal of the Lease, the Lessor and Lessee have agreed that certain consequential amendments are to be made to the Lease and certain terms and conditions of the Lease are to be varied as and from 29 June 2016.
- D. This Deed is supplemental to the Lease.

2. Definitions and interpretation

- 2.1 In this Deed unless the context or subject matter or circumstances indicate otherwise (and notwithstanding any more limited definition hereinbefore given):
 - (a) **Demised Premises** means part of folio identifier 23/1209642 being the premises known as the Repco Building at 36 Port Stephens Street, Raymond Terrace, New South Wales;
 - (b) **Further Term** means the option for a further term of five years commencing on 29 June 2016
 - (c) **Lease** means registered lease no. AC776900;
 - (d) **Lessor** means and includes the Lessor or other person entitled to the reversion immediately expectant on the term hereby created and (where not repugnant to the context) the servants or agents of the Lessor and other persons authorised by the Lessor; and
 - (e) **Lessee** means GPC Asia Pacific Pty Ltd, and includes the successors in title and permitted transferees and assigns of the lessee.
- 2.2 References to specific statutes herein shall include any statutory amendments, re-enactments or consolidations thereof;
- 2.3 Words importing the singular shall include the plural and vice versa and words importing one gender shall include both genders;
- 2.4 A reference to a person shall include a corporate body and vice versa; and
- 2.5 A covenant or agreement on the part of two or more persons shall bind them and each of them jointly and severally.


Scott Andrew McLean

Cheryl Anne McLean


Cary Lavery
Company Secretary

3. Renewal of Lease

The Lessor hereby demises to the Lessee and the Lessee takes as Lessee from the Lessor the Demised Premises for the Further Term subject to the same covenants, terms, conditions and provisions contained in the Lease and with such modifications as are otherwise effected by this Deed.

4. Covenant to pay rent under Lease

The Lessee hereby covenants with the Lessor duly and punctually to pay the annual rental during the Further Term to the Lessor and to pay the annual rental and all other payments due by the Lessee to the Lessor whether demanded or not to the Lessor at such address as the Lessor may from time to time direct free of all deductions or set off whatsoever.

5. Lessee to observe covenants and Lease

The Lessee hereby covenants and agrees that it will perform and observe the terms, covenants and conditions in the Lease expressed as fully as if the terms, covenants and conditions had been herein repeated in full and with such modifications only as are necessary to make them applicable to this demise and specifically the modifications made by this Deed.

6. Variations to the Lease

6.1 The Lessor and Lessee hereby covenant and agree that on and from 15 June 2015 the Lease is varied in the following manner:

- (a) On page 1, paragraph (G), Item 1, delete "10 years" and insert "15 years";
- (b) On page 1, paragraph (G), Item 3, delete "28 June 2016" and insert "28 June 2021"
- (c) On page 1, paragraph (G), Item 4, delete "2 further terms of 5 years" and insert "1 further term of 5 years";
- (d) On page 19, First Schedule, Item 4, delete "10 years" and insert "15 years";
- (e) On page 19, First Schedule, Item 6, delete "28 June 2016" and insert "28 June 2021";
- (f) On page 19, First Schedule, Item 8, after "instalments of \$8,541.66" insert ". On and from 29 June 2016, \$108,000 plus GST per annum";
- (g) On page 19, First Schedule, Item 10, delete "Two (2) further terms each for five (5) years" and insert "One further term of five years"; and
- (h) Clause 14 is deleted.

7. Confirmation of the Lease

Other than the variations made to the Lease by this Deed the Lessor and the Lessee hereby confirm that the terms and conditions of the Lease shall continue to apply throughout the Further Term.

8. Legal Costs and Fees

8.1 Each party will pay its own costs of and incidental to the preparation and completion of this Deed.

8.2 The Lessee is responsible for all stamp duty and registration costs in relation to this Deed.

9. General provisions

9.1 To the extent, if any, to which any of the provisions of the Lease differ or depart from the provisions of this Deed as to any matter whatsoever the provisions of this Deed shall prevail.

Scott Andrew McLean
Cathy Anne McLean



Cary Lavery
Company Secretary

