

Form: 07VL
Release: 3.4

VARIATION OF LEASE
New South Wales
Real Property Act 1900

Leave this space clear. Affix additional pages to the top left-hand corner.

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 Insert Duties Assessment No. as issued by Revenue NSW Office.
Duties Assessment No. _____

(A) **TORRENS TITLE** 23/1209642

(B) **HEAD LEASE**
Number _____ Torrens Title _____

(C) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
	Email: _____ Reference: _____	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 097 993 286)

- (G) 1. The rent is increased to \$ 120,000 . 00 per year on and as from 1 October 2020
2. The term is increased to 20 years 3 months and 2 days so as to expire on 30 September 2026
3. The option to renew is modified to two (2) options to renew of five (5) years each
4. The provisions of the lease are varied as set out in annexure A hereto.

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 of authorised person:

Name of authorised person:
Office held:

Name of authorised person:
Office held:

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

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 witness:

Signature of attorney:

Name of witness: *Mohamed Idrees*
Address of witness: *22 Enterprise Drive
Rawville 3178*

Attorney's name: *Kaw HTHCO*
Signing on behalf of: *GROUP TREASURER*
Power of attorney-Book: GPC ASIA PACIFIC PTY LTD 4720
-No.: 726

* s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.

THIS IS ANNEXURE "A" TO THE VARIATION OF LEASE DATED 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 Lessor and Lessee have agreed that the Lease is to be varied as set out in this Deed.
- C. The Lessor and Lessee have agreed that the terms of the Lease are to be varied on and from 1 October 2020.
- 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, 36 Port Stephens Street, Raymond Terrace, New South Wales;
 - (b) **Lease** means registered lease no AC776900;
 - (c) **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
 - (d) **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.

3. Covenant to pay rent under Lease

The Lessee hereby covenants with the Lessor duly and punctually to pay the annual rental during the term of the Lease 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 whatever.

4. 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.


Kelvin LITCHOO
GROUP TREASURER

5. Variations to the Lease

5.1 The Lessor and Lessee hereby covenant and agree that on and from 1 October 2020 the Lease is varied in the following manner:

- (a) On page 1, paragraph (G), Item 1, delete "15 years" and insert "20 years, 3 months and 2 days";
- (b) On page 1, paragraph (G), Item 3, delete "28 June 2021" and insert "30 September 2026";
- (c) On page 1, paragraph (G), Item 4, delete "1 further term of 5 years" and replace with "2 further terms of 5 years";
- (d) On page 9, delete clause 6.7 and insert the following:

"6.7 Outgoings

- (a) The Lessee will pay or reimburse to the Lessor within 30 days of the demand (such demand not to be made before 30 days of the due date for payment) the Percentage of Outgoings set out in Item 11 of the First Schedule (or in the first and last years of the Term the appropriate proportionate part) of all:
 - (i) any government taxes, charges, rates, levies or fire safety maintenance imposed on the Demised Premises which are not known as at 1 October 2020;
 - (ii) any additional cleaning and maintenance of landscape expenses which arise as a result of the Lessee's exclusive possession of the Demised Premises which arise after 1 October 2020; and
 - (iii) the cost of any cleaning and maintenance of landscaping which is conducted at the request of the Lessee,

assessed in respect of or attributable to the Demised Period and for a period during which the Lessee is in occupation thereof and are of a non-capital and recurrent nature.
- (b) The Lessor will be responsible for payment of:
 - (i) municipal rates and separate rates;
 - (ii) water and sewerage general rates;
 - (iii) land tax;
 - (iv) building insurance for buildings constructed on the Land;
 - (v) common costs of cleaning and maintenance of landscaping and common areas; and
 - (vi) fire safety maintenance costs known as at 1 October 2020,

assessed in respect of or attributable to the Demised Premises."

- (e) On page 19, First Schedule, Item 4, delete "15 years" and insert "20 years, 3 months and 2 days";

- (f) On page 19, First Schedule, Item 6, delete "28 June 2021" and insert "30 September 2026";
- (g) On page 19, First Schedule, Item 8, after "On and from 29 June 2016, \$108,000.00 plus GST per annum" insert "On and from 1 October 2020, \$120,000.00 plus GST per annum";
- (h) On page 19, First Schedule, Item 9(a), delete "every anniversary of the Commencement Date" and insert "on 1 October in each year";
- (i) On page 19, First Schedule, Item 10, delete "One further term of five years" and insert "Two (2) further terms each for five (5) years".

6. 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 term of the Lease and all option periods.

7. Legal Costs and Fees

- 7.1 Each party will pay its own costs of and incidental to the preparation and completion of this Deed.
- 7.2 The Lessee is responsible for all stamp duty and registration costs in relation to this Deed.

8. General provisions

- 8.1 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.

EXECUTED by S & C MCLEAN CUSTODIAN)
 PTY LTD (ACN 603 583 731) pursuant to section)
 127 of the *Corporations Act* 2001, in the presence)
 of:)


Signature:
 Director/Secretary


Signature:
 Director

Name:
 PLEASE PRINT

Name:
 PLEASE PRINT

SIGNED, SEALED AND DELIVERED by)
)
as attorney for GPC ASIA PACIFIC PTY LTD)
(ACN 097 993 283) under power of attorney Book)
4720 Number 726 in the presence of:)

Signature of Witness: 

Signature: 

Name of Witness: Mohamed Adnan

Name: KEVIN LETHAO

Address of Witness: 22 Enterprise
Drive, Rowville 3178

GROUP TREASURER