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# DEED OF RENEWAL OF LEASE

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**66 EDWARDS STREET, RESERVOIR VIC. 3073**

**J & R IACONO SMSF PTY LTD**  
("Landlord")

- and -

**ACCOUNTANTS EDGE PTY LTD (ACN: 143 061 643)**

("Tenant")

**DAVIS ZUCCO**  
**LAWYERS**

Level 1, 478 ALBERT STREET, EAST MELBOURNE VIC. 3002  
PO BOX 24401, MELBOURNE VIC. 3001  
TELEPHONE +61 3 9347 7911  
E-MAIL: [anthony@daviszucco.com](mailto:anthony@daviszucco.com)  
REF: AJZ:AZ:bb:19-010

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## 1 DEFINITIONS AND INTERPRETATION

This document is to be interpreted according to the following rules.

- 1.1 The listed expressions appearing in bold print and commencing with a capital letter have the meanings set out opposite them:

<b>EXPRESSION</b>	<b>MEANING</b>
<b>Act</b>	Retail Leases Act 2003.
<b>Guarantee</b>	the guarantee and indemnity in respect of the Tenant's obligations under the Original Lease given by the Guarantor.
<b>Guarantor</b>	the person in Item 3.
<b>Item</b>	an Item in the schedule to this document.
<b>Landlord</b>	the person named in Item 1, or any other person who will be entitled to possession of the Premises when the Term of this lease ends.
<b>Original Lease</b>	the Lease a copy of which is attached or as otherwise identified in Item 4.
<b>Premises</b>	the premises specified in Item 4
<b>Rent</b>	the amount in Item 6, or as varied in accordance with this document.
<b>Tenant</b>	the person named in Item 2, or any person to whom the renewed lease is subsequently transferred.
<b>Term</b>	the period stated in Item 5.

- 1.2 Unless otherwise specified, the words and phrases used in this document meaning as in the Original Lease.
- 1.3 If the tenant named in the Original Lease is not the Tenant, then the Premises, by virtue of a previous transfer(s), were transferred to the Tenant for the residue of the term of the Original Lease.

- 1.4 The **Landlord** (even if not named as the landlord in the **Original Lease**) is now the person entitled to take possession of the **Premises** if the tenancy ends.
- 1.5 References to laws include regulations, Instruments and by-laws and all other subordinate legislation or orders made by an authority with Jurisdiction over the premises. **Illegal** mean contrary to a law as defined in this sub-clause.
- 1.6 This document must be interpreted so that it complies with all laws applicable in Victoria, if any provision of this document does not comply with any law, then the provision must be read down so as to give it as much effect as possible. If it is not possible to give the provision any effect at all, then it must be severed from the rest of the document.
- 1.7 The Law of Victoria applies to this document.
- 1.8 Any change to this document must be in writing and signed by the parties
- 1.9 An obligation imposed by this document on or in favour of more than one person binds or benefits all of them jointly and each of them individually.
- 1.10 The use of one gender includes the other and the singular includes the plural and visa versa.
- 1.11 If the **Landlord, Tenant or Guarantor** is an individual, this document binds that person's legal personal representative. If any of them is a corporation, this document binds its transferees.
- 1.12 This document is delivered and operates as a deed.

## **2 TENANT'S OBLIGATIONS**

The **Tenant** must pay the **Rent** without any deductions to the **Landlord** on the days and in the way stated in the **Original Lease**. No demand for **Rent** is necessary and the **Landlord** may direct in writing that the **Rent** be paid by another person.

## **3 GENERAL OBLIGATIONS**

- 3.1 The lease formed by this document is granted subject to and with the benefit of the same **Tenant's and Landlord's** rights obligations and agreements as are contained in the **Original Lease** except:
    - 3.1.1 for the new **Term** and **Rent**; and,
    - 3.1.2 that its provisions are now deleted or changed in the specific manner set out in **Item 8**.
  - 3.2 The **Landlord** and the **Tenant** now agree to respectively perform and observe all the rights obligations and agreements in the **Original Lease** as if they were now repeated in full and with only such changes necessary to make them applicable to this document and specifically the changed made by this document.
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#### **4 GUARANTEE**

The Guarantor now agrees that:

- 4.1 The Tenant's obligations and agreements under the **Original Lease**, as renewed and varied by this document, are subject to and form part of the moneys and obligations the payment and performance of which are guaranteed to the Landlord by the Guarantor under the **Guarantee** and,
- 4.2 If the Tenant does not perform or observe any of its obligations and agreements under this document, the provisions of the **Guarantee** apply to them as if the terms of this document were incorporated in the **Original Lease** at the time it was executed.

#### **5 ADDITIONAL PROVISIONS**

Any additional provisions set out in **Item 9**:

- 5.1 bind the parties; and
- 5.2 if inconsistent with any other provisions of this document, override them.

#### **6 FURTHER RENEWAL**

If the whole of the **Act** applies to this lease and if there is further option for renewal of the **Original Lease** specified in **Item 7** then the latest date for exercising the option is the date specified in **Item 7**.

#### **7 RETAIL PREMISES LEASE**

If this lease is a retail premises lease to which the provisions of the **Act** apply then the parties agree and acknowledge that all of the provisions of this Lease are to be read subject to the provisions of the **Act** and, to the extent of any inconsistency, the provisions of the **Act** prevail.

#### **8 GST**

- 8.1 Expressions used in this clause and in the **GST Act** have the same meanings as when used in the **GST Act**.
- 8.2 Amounts payable and consideration provided under or in respect of this lease are **GST** exclusive.
- 8.3 The recipient of a taxable supply made under or in respect of this lease must pay to the supplier, at the time the consideration for the supply is due, the **GST** payable in respect of the supply. The obligation extends to supply.
- 8.4 An amount payable by the Tenant in respect of a creditable acquisition by the Landlord from a third party must not exceed the sum of the value of the Landlord's acquisition and the additional amount payable by the Tenant under clause 8.3 on account of the Landlord's **GST** liability.
- 8.5 A party is not obliged, under clause 8.3, to pay the **GST** on a taxable supply to it until given a valid tax invoice for the supply.

**SCHEDULE**

Item 1 [Clause 1.1]	Landlord	<p><b>J &amp; R IACONO SMSF PTY LTD</b>  <del>of 25 Monte Carlo Drive,</del> <b>96 BRADSHAW ST.,</b>  <del>AVONDALE HEIGHTS VIC. 3034</del> <b>ESSENOON. VIC 3040</b></p>
Item 2 [Clause 1.1]	Tenant	<p><b>ACCOUNTANTS EDGE PTY LTD</b>  <b>(ACN: 143 061 843)</b>  of 68 Edwardes Street,  <b>RESERVOIR VIC. 3073</b></p>
Item 3 [Clause 1.1]	Guarantor	<p><b>RICKY LEIGH COOKE</b>  of 11 Eagles Nest  <del>WHITFIELD VIC. 3757</del> <b>5/43 Halliday St.</b>  <b>BAYSWATER, WA</b>  <b>6053</b></p> <p>and</p> <p><b>ANGELO TSAGARAKIS</b>  of 3 Durham Street  <b>ALBEERT PARK VIC. 3206</b></p>
Item 4 [Clause 1.1]	Original Lease	Dated: 5 <sup>th</sup> July 2016
		Premises: 66 Edwardes Street, RESERVOIR VIC. 3073
Item 5 [Clause 1.1]	Term of the renewed lease	Three (3) years starting on 5 <sup>th</sup> July 2022
Item 6 [Clause 1.1]	Rent	<p>During the first year of the Term  \$52,000.00 per annum <del>plus GST</del>; <b>being installments of \$4,333.33 plus GST per calendar month.</b></p> <p>(ii) During each successive year respectively of the Term the Rent shall be increased by <del>an amount to be determined annually in the manner set out in Clause 18 of the Original Lease.</del> <b>5% of the Rent paid for the previous 12 months.</b></p>
Item 7 [Clause 6]	Number and duration of further term(s)	NIL
	Latest Date for Exercising Option	
Item 8 [Clause 3.1]	Variations	NOT APPLICABLE
Item 9	Additional Provisions:-	Refer to item 22 of the Original Lease for additional Special Conditions

Executed by the parties as a Deed and Dated 24<sup>th</sup> day of June 2022

1. For each natural person, whether landlord, tenant or guarantor:

Signed by the said  
RICKY LEIGH COOKE  
in the presence of:

  
.....  
R. L. COOKE

  
.....  
Witness


Signed by the said  
ANGELO TSAGARAKIS  
in the presence of:

  
.....  
A. TSAGARAKIS


  
.....  
Witness

2. For each corporation, whether landlord, tenant or guarantor that is a sole director corporation:

EXECUTED by J & R IACONO SMSF PTY LTD )  
In accordance with section )  
127(1) of the Corporations Act 2001 (Cth) )

  
.....  
John Iacono  
96 Bradshaw St, Essendon

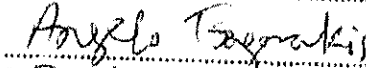
Director  
Print name  
Print usual address

  
.....  
Rose Iacono  
96 Bradshaw St, Essendon

Director / Secretary  
Print name  
Print usual address

3. For each corporation, whether landlord, tenant or guarantor that is a sole director corporation:

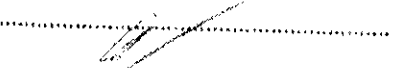
EXECUTED by ACCOUNTANTS EDGE PTY LTD )  
(ACN: 143 061 643) in accordance with section )  
127(1) of the Corporations Act 2001 (Cth) )

ANGELO TSAGARAKIS  


Director  
Print name  
Print usual address

3 Durham Street  
ALBERT Park, Melbourne

Victoria 3206

RICKY LEIGH COOKE  


Director / Secretary  
Print name  
Print usual address

5/43 HALLIDAY STREET  
BAYSWATER, WA 6053