

ESTABLISHED 1887

PAYNE BUTLER LANG
SOLICITORS

DEED OF RENEWAL OF LEASE

Qunaba House
2 Targo Street
BUNDABERG QLD 4670
Telephone: 07 4132 8900
Facsimile: 07 4152 2383

DEED made 13 FEBRUARY 2017

PARTIES **The Landlord**
AND **The Tenant**
AND **The Guarantor**

INTRODUCTION

- A. The Landlord owns the Premises and leases them to the Tenant under the Lease.
- B. The Tenant has exercised the option in the Lease/requested an amendment of the Lease.
- C. The Landlord has accepted the exercise of the option/agreed to the request to amend the Lease.
- D. The Guarantor agrees to guarantee the Tenant's obligations.
- E. The Lease is varied as set out in this Deed.

IT IS AGREED

1. Definitions

Unless the context otherwise requires:

- (1) "Business Day" means a day that is not a Saturday, Sunday or any other day which is a public holiday or a bank holiday in the place where an act is to be performed or a payment is to be made;
- (2) "Deed" means this document, including any Schedule or Annexure to it;
- (3) "Landlord" means the lessor named in Item 3 of the Form 13 Amendment;
- (4) "Lease" means the Lease dated 9th April 2014 between the Landlord and the Tenant;
- (5) "Premises" means the premises leased under the Lease;
- (6) "Tenant" means the lessee named in Item 4 of the Form 13 Amendment; and
- (7) "Guarantor" means Geoffrey Victor Cocking and Lynda Elizabeth Cocking.

2. Variation of Lease

2.1 The Landlord and the Tenant agree to vary the Lease as follows:

2.2 The Landlord and the Tenant agree to vary the Lease as follows:

(1) Item 6 of the Form 7 is amended by deleting:

“Expiry Date : 13/02/2017”; and

“Options : 2 x 3 years”; and inserting in lieu:

“Expiry Date : 13/02/2020” and

“Options : 1 x 3 years”.

(2) Item 2 of the Reference Schedule:

Rent – add “for the year commencing 13/02/2017 the Rent will be \$69,525.93 per annum, plus GST”.

(3) Item 10 of the Reference Schedule:

Option Term – replace with “1 Option Term x 3 years”.

2.3 All other provisions of the Lease are confirmed.

3. Costs

3.1 The Tenant must pay all stamp duty and registration fees in connection with this Deed.

3.2 Each party must pay its own legal fees and other expenses in connection with the negotiation, preparation and execution of this Deed.

4. Further Lease

4.1 The Variation of Lease in clause 2 of this Deed effects the grant of the Further Lease pursuant to clause 24 of the Lease.

5. Governing Law and Jurisdiction

5.1 The law of Queensland governs this deed.

5.2 The parties submit to the non-exclusive jurisdiction of the courts of Queensland and the Federal Court of Australia.

6. Guarantee and Indemnity

6.1 Application

The Guarantor has requested the Landlord to amend the Lease to the Tenant and the Landlord has agreed to amend the Lease in consideration of this guarantee and indemnity.

6.2 Guarantee

The Guarantor guarantees to the Landlord prompt performance of all of the Tenant's obligations contained or implied in this Lease. If the obligation is to pay money, the Landlord may recover the money from the Guarantor as a liquidated debt.

6.3 Indemnity

If the Tenant is not bound by some or all of its obligations under this Lease, the Guarantor agrees, by way of indemnity and principal obligation, to pay to the Landlord the amount which would have been payable by the Guarantor to the Landlord under this guarantee had the Tenant been bound.

6.4 Liability of Guarantor

The Guarantor's liability under this guarantee is not affected by:

- (1) the granting of any time, forbearance or other concession by the Landlord to the Tenant or any Guarantor;
- (2) any absolute or partial release of the Tenant or any Guarantor or any compromise with the Tenant or any Guarantor;
- (3) any variation of this Lease, renewal of the Term, holding over or continued occupation of the Premises by the Tenant;
- (4) any assignment of this Lease or sublease of any part of the Premises;
- (5) the termination of this Lease;
- (6) the fact that the Rent or any other money may not be recoverable, may cease to be recoverable or may never have been recoverable or that any transaction affecting the Rent or the obligations contained in this Lease is or was wholly or partially void, voidable or unenforceable;
- (7) any failure to sue or agreement not to sue or any dealing, act or omission (whether constituting a waiver, election, estoppel or otherwise) by the Landlord with respect to the Rent, other money payable or the obligations under this Lease;
- (8) any fact, circumstance, legal disability or incapacity which would otherwise release the Tenant or any Guarantor from its obligations;

(9) non-execution of this Lease by one or more of the persons named as Guarantor or the unenforceability of this guarantee and indemnity against one or more of the Guarantors; or

(10) the exercise or purposed exercise by the Landlord of its right of re-entry.

6.5 Irrevocable

This guarantee and indemnity is irrevocable and remains in force until the Tenant has performed and observed all its obligations under this Lease.

6.6 Guarantor Liable Regardless of Any Law

The Guarantor's liability is not discharged by any payment to the Landlord which is later avoided by law. If that happens, the Landlord, the Tenant and the Guarantor will be restored to their respective rights as if the payment had not been made.

6.7 Indemnity on Disclaimer

If a liquidator disclaims this Lease, the Guarantor indemnifies the Landlord against any resulting loss for the balance of the Term.

6.8 Guarantor Not Prove in Liquidation

(1) The Guarantor must not prove or claim in any liquidation, composition, arrangement or assignment for the benefit of creditors until the Landlord has received all money payable to it by the Tenant.

(2) The Guarantor must hold any proof, claim or dividend received by it on trust for the Landlord.

6.9 Guarantee to Continue

(1) This guarantee and indemnity covers the period while the Tenant occupies or is entitled to occupy the Premises as tenant under a tenancy at will or periodic tenancy or holds an equitable interest in the Premises under an agreement for lease.

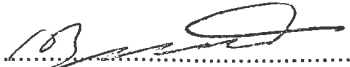
(2) If registration of this Lease is required to create a legal leasehold estate, then until this Lease is registered it operates from the beginning of the Term as an agreement for lease.

In consideration of the Landlord granting the Lease at the request of each Guarantor, each Guarantor covenants with the Landlord in accordance with the provisions of the Lease.

GUARANTEE SCHEDULE
Geoffrey Victor Cocking of 6 Seagull Crescent, Bundaberg, Qld 4670
Lynda Elizabetch Cocking of 6 Seafull Crescent, Bundaberg, Qld 4670

EXECUTED AS A DEED

EXECUTED by RAINY DAY SUPER BARE PTY LTD ACN 600 424 824
in accordance with section 127 of the Corporations Act:


.....
Director/Company Secretary

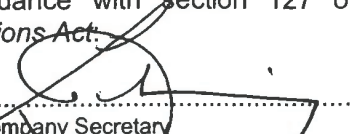
LESLIE DAVE BENNETT
.....
Name of Director/Company Secretary
(BLOCK LETTERS)

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.....
Director

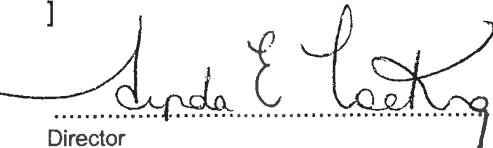
LIANNE MARY BENNETT
.....
Name of Director (BLOCK LETTERS)

EXECUTED by GEMAYN PTY LTD ACN 112 521 888
in accordance with section 127 of the Corporations Act:


.....
Director/Company Secretary


GEOFFREY V COCKING
.....
Name of Director/Company Secretary
(BLOCK LETTERS)

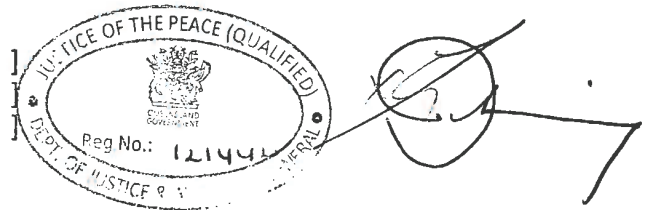
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.....
Director

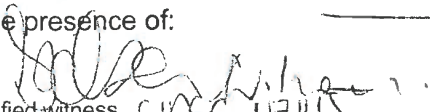
LYNDA E COCKING
.....
Name of Director (BLOCK LETTERS)

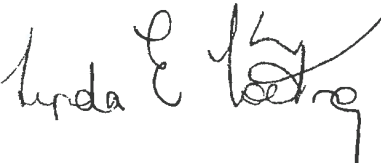
SIGNED SEALED AND DELIVERED
by **GEOFFREY VICTOR COCKING**
in the presence of:

WENDY REOSMAN
JP 121442 2012/17 
Qualified witness
(eg Justice of the Peace/Commissioner for Declarations)



SIGNED SEALED AND DELIVERED
by **LYNDA ELIZABETH COCKING**
in the presence of:


Qualified witness
(eg Justice of the Peace/Commissioner for Declarations)


.....

Duty Imprint

Dealing Number



OFFICE USE ONLY

Privacy Statement

Collection of this information is authorised by the Land Title Act 1994 the Land Act 1994 and the Water Act 2000 and is used to maintain the publicly searchable registers in the land registry and the water register. For more information about privacy in NR&W see the department's website.

1. **Type/Dealing No of Instrument/Document being amended** Lodger (Name, address, E-mail & phone number) Lodger Code

Type of Instrument/Document Lease

Dealing Number Not registered

2. **Lot on Plan Description** County Parish Title Reference

LOT 3 ON RP58335 14215052

3. **Lessor**
 RAINY DAY SUPER BARE PTY LTD ACN 600 424 824 as trustee of the Rainy Day Super Bare Trust

4. **Lessee**
 GEMAYN PTY LTD ACN 112 521 888

5. **Amendment of Lease Details** (Only to be completed for an amendment of the term and/or option of lease)

Expiry date: 13/02/2020 AND/OR Event:

Option: 1 x 3 years

36 13/10 13/02/2020 13/10/2020

6. Request/Execution

The parties identified in items 3 and 4 agree that the instrument/document in item 1 is amended in accordance with:- *item 5; and attached schedule.

Witnessing officer must be aware of his/her obligations under section 162 of the Land Title Act 1994

RAINY DAY SUPER BARE PTY LTD
ACN 600 424 824

..... signature
 full name
 qualification

18/12/17

[Signature]
 Leslie Dale Bennett - Director

..... signature
 full name
 qualification

18/12/17

[Signature]
 Lianne Mary Bennett - Director
 Lessor's Signature

Witnessing Officer

(Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner JP, C Dec)

Execution Date

GEMAYN PTY LTD ACN 112 521 888

..... signature
 full name
 qualification

18/02/2017

[Signature]
 Geoffrey Victor Cocking - Director

..... signature
 full name
 qualification

18/02/2017

[Signature]
 Lynda Elizabeth Cocking - Director
 Lessee's Signature

Witnessing Officer

(Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP,C Dec)

Execution Date

Title Reference 14215052

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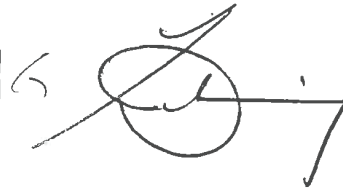
Lynda Elizabetch Cocking of 6 Seafull Crescent, Bundaberg, Qld 4670

SIGNED SEALED AND DELIVERED
by **GEOFFREY VICTOR COCKING**
in the presence of:

Qualified witness
(eg Justice of the Peace/Commissioner for
Declarations)

SIGNED SEALED AND DELIVERED
by **LYNDA ELIZABETCH COCKING**
in the presence of:

Qualified witness
(eg Justice of the Peace/Commissioner for
Declarations)

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