

GARY EDWARD YOUNG and MARGARET ANNE YOUNG

("the Lessor")

AND

IAN COLIN WRIGHT and LOUISE ELIZABETH GRAHAM-WRIGHT as trustees for the IC Wright Trust

("the Lessee")

AND

IAN COLIN WRIGHT and LOUISE ELIZABETH GRAHAM-WRIGHT

("the Guarantor")

DEED OF EXTENSION AND VARIATION OF LEASE UNIT 7, 7-9 FIELDEN WAY, PORT KENNEDY

Ref:AMY:3077:002-EXT



MPH Building 23 Barrack Street Perth WA 6000 Telephone: (08) 9221 0033 Facsimile: (08) 9221 0133 Email: legal@murcia.com.au

THIS DEED OF EXTENSION AND VARIATION OF LEASE made the day of OCTOBER 2005

BETWEEN:

GARY EDWARD YOUNG and MARGARET ANNE YOUNG both of 9 Bristol Road, Roleystone ("the Lessor")

AND

IAN COLIN WRIGHT and LOUISE ELIZABETH GRAHAM-WRIGHT as trustees for the IC Wright Trust both formerly of 41 Perseus Road, Silver Sands, Mandurah but now of 213 Oakmont Avenue, Meadow Springs ("the Lessee")

AND

IAN COLIN WRIGHT and LOUISE ELIZABETH GRAHAM-WRIGHT both formerly of 41 Perseus Road, Silver Sands, Mandurah but now of 213 Oakmont Avenue, Meadow Springs ("the Guarantor")

RECITALS:

- A. The Lessee is the lessee of the Premises under the terms of the Lease.
- B. The Lessor became the registered proprietor of the Land on 6 February 1997.
- C. The Lessee has applied to the Lessor to grant to the Lessee a renewal of the Term for the Further Term which the Lessor has agreed to subject to the terms and conditions contained in this Deed.
- D. The Lessor, the Lessee and the Guarantor have agreed to vary the terms of the Lease on the terms and conditions in this Deed.

OPERATIVE PART:

1. DEFINITIONS AND INTERPRETATIONS

Definitions

- 1.1 Unless repugnant to the sense or context or express provision is made to the contrary in construing this Deed all expressions defined in the Lease shall have the meaning as specified in the Lease whenever used in this Deed provided that the following words shall mean:
 - "Deed" means this deed as amended, supplemented or varied from time to time;
 - "Deed of 17 July 2001" means the deed of assignment of lease referred to at Item 1(d) of the Schedule;
 - "Further Term" means the further term specified in Item 2 of the Schedule;
 - "Lease" means collectively the documents specified in Item 1 of the Schedule;

- "Lessee's Covenants" means all or any of the terms covenants conditions and agreements contained or implied in the Lease and/or this Deed to be observed and performed by any person other than the Lessor;
- "Premises" means the premises described in Item 3 of the Schedule and the chattels (if any) demised by the Lease;
- "Rent" means the sum specified in Item 4 of the Schedule and as reviewed from time to time in accordance with the Lease; and
- "Term" means the term specified in the Lease and any extension or renewal of it.

Interpretation

- 1.2 The terms "the Lessor", "the Lessee" and "the Guarantor" shall mean and include their and each of their personal representatives permitted assigns and successors in title respectively.
- 1.3 Where two or more persons are parties to this Deed the covenants and agreements on their part shall bind and be observed and performed by them jointly and each of them severally.

2. EXTENSION

- 2.1 In consideration of:
 - (a) the Lessee paying the Rent;
 - (b) the Lessee observing the Lessee's Covenants;
 - (c) the Lessee observing the covenants and conditions on the part of the Lessee contained or implied in this Deed,
 - (d) the provisions of clause 3,

the Lessor agrees to extend the Term of the Lease to be held by the Lessee for the Further Term at the Rent payable in equal consecutive monthly instalments in advance on the first day of each month.

2.2 The Lessor and the Lessee mutually covenant that they will respectively perform and observe the several terms, covenants and conditions contained in the Lease as if the same were repeated in full in this Deed with such modifications only as are necessary to make them applicable to the Further Term.

3. GUARANTEE

In consideration of the Lessor agreeing to grant the Further Term to the Lessee at the Guarantor's request, as testified by the Guarantor's execution of this Deed, the Guarantor guarantees to the Lessor the due and punctual payment by the Lessee of the Rent reserved and the performance by the Lessee of the Lessee's Covenants and the Guarantor covenants to perform and observe the terms, covenants and conditions in clause 9 of the Deed of 17 July 2001 as if the same were repeated in full in this Deed with such modifications only as are necessary to make them applicable to the Further Term.

4. OPTION TO RENEW

4.1. The Lessor grants to the Lessee a further option to renew the Term of the Lease for the following further term:

Second Further Term: 5 years commencing on 11 September 2010 and expiring on 10 September 2015.

- 4.2. If the Lessee desires to take a renewal of the Term as specified in clause 4.1, the Lessee must give to the Lessor written notice at least 3 months but not earlier than 6 months prior to the expiration of the Term of the Lessee's intent to do so.
- 4.3. If the Lessee shall have duly and punctually paid the Rent on the days and in the manner hereinbefore appointed for payment up to the date of expiration of the Term and if at the time of giving that notice and at the expiration of the Term there shall be no outstanding breach or non-observance of any of the Lessee's Covenants terms covenants and conditions herein contained or implied and if in the meantime the Lessor's right of re-entry shall not have otherwise arisen then the Lessor will at the cost of the Lessee grant to the Lessee a renewal of the Term as specified in clause 4.1.
- 4.4. Upon the proper exercise of the option to renew the term as specified in clause 4.2 the Lessee shall enter into a new lease or an extension of the Lease as the Lessor may reasonably require. The requisite documents shall be prepared by the Lessor's solicitors at the expense of the Lessee.
- 4.5. The Lease for the renewed term shall be upon and subject to the same terms and conditions as are herein contained save and except the option to renew exercised by the Lessee.

5. FIRST RIGHT OF REFUSAL

- 5.1. If, during the Term, the Lessor wishes to sell the Premises or that part of it that contains the Premises, the Lessor agrees to first offer to the Lessee the Premises specifying the price and the terms and conditions which the Lessor is prepared to sell the Premises ("the Offer to Sell") to the Lessee.
- 5.2. The Offer to Sell shall remain open for acceptance by written notice from the Lessee to the Lessor for a period of 21 days ("the Notice Period") after service of the Offer to Sell by the Lessor on the Lessee.
- 5.3. It the Lessee wishes to purchase the Premises for the price and on the terms and conditions stipulated in the Offer to Sell, it must give written notice to the Lessor, within the Notice Period, accompanied with a bank cheque in a sum equal to 10% of the purchase price by way of a deposit.
- 5.4. If the Lessee does not accept the Offer to Sell within the Notice Period then the Lessor may thereafter offer the Premises for sell to any third party at the same price and on the same terms and conditions as first offered to the Lessee.
- 5.5. If the Lessor agrees to reduce the price below the price contained in the Offer to Sell or the Lessor otherwise agrees to materially vary the terms and conditions on which the Lessor is prepared to sell the Premises then the Lessor must, before agreeing to sell the Premises to any third party at such reduced price or on such materially varied terms and conditions, re-offer the Premises for sale to the

Lessee by written notice at such reduced price and on such materially varied terms and conditions.

5.6. If the Lessee wishes to accept the amended Offer to Sell it must do so by written notice to the Lessor within 7 days of receipt of the amended Offer to Sell.

6. COSTS

6.1 The Lessee covenants and agrees to pay all costs of and incidental to the instructions for and the preparation, completion and stamping of this Deed and all copies.

SCHEDULE

Item 1: Lease

- (a) Lease dated 11 September 1995 between Gamehill Holdings Pty Ltdas lessor, Searipple Administrative Services Pty Ltd as lessee and Michael Francis Sturgeon as guarantor.
- (b) Deed of Assignment of Lease undated but stamped 3 February 1997 between Gamehill Holdings Pty Ltdas lessor, Searipple Administrative Services Pty Ltd as assignor and the Lessor as assignee purporting to transfer Searipple Administrative Services Pty Ltd's leasehold interest to the Lessor but intended by all parties to transfer the reversion expectant upon determination of the term from Gamehill Holdings Pty Ltd to the Lessor.
- (c) Deed of Extension and Variation of Lease dated 25 January 2001 between the Lessor as lessor, Searipple Administrative Services Pty Ltd as lessee and Michael Francis Sturgeon as guarantor.
- (d) Deed of Assignment of Lease dated 17 July 2001 between the Lessor as lessor, Searipple Administrative Services Pty Ltd as assignor, the Lessee as assignee and the Guarantor as guarantor.

Item 2: Further Term

5 years commencing on 11 September 2005 and expiring on 10 September 2010.

Item 3: Premises

The premises known as Unit 7, 7-9 Fielden Way, Port Kennedy more particularly described as Lot 7 on Strata Plan 29860 being the whole of the land in Certificate of Title Volume 2060 Folio 119 as delineated with a cross on the Plan annexed to the Lease as Annexure "A".

Item 4: Rent

\$15,000 per annum on and from 11 September 2005 until reviewed in accordance with the Lease.

Executed as a deed

SIGNED by () () () () () () () () () (
in the presence of:
Witness' signature CRITG MICHAEL TOUNG
C YOUNG
Full name
108 BROOKTON HON KELMSCOTT GILL
Address
ENCINEER
Occupation
SIGNED by
MARGARET ANNE YOUNG
in the presence of:) $\frac{1/f(l-f\circ \omega_l(q))}{l}$
Witness' signature CRAIO PICHNEL WOUNG
C. YOUNG
Full name
109 BROOKTON HWY KELTSCOTT WASLII
Occupation Control Con
SIGNED by)
IAN COLIN WRIGHT)
in his own right and in his capacity as trustee for the IC Wright Trust in the presence of:)
in the presence of:
(X)eMolto
Witness' signature
CAROLINE DEPLOTE
Full name
AMULWOOD STREET Address SECRET HARDOOR WAY 6173
Address) ECKE [HHV(XXX W TO O ())
DENTAL NURSE Occupation

SIGNED by LOUISE ELIZABETH	
GRAHAM-WRIGHT in her capacity	
as trustee for the IC Wright Trust in the presence of:	\$960-1992J
De Motte	
Witness' signature	
CAROLINE DEMOTTE Full name	
Address SECRET HARBOUR.	W-A-6173
DENTAL NURSE Occupation	

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YOUNG TECHNOLOGIES SUPERANNUATION FUND

8 Armenti Road Roleystone WA 6111 Phone (08)93975313 Email. gema young@bigpond.com

RE: LEASE UNIT 7, 7-9 FIELDEN WAY, PORT KENNEDY

Agreement to extend lease for 5 years expiring on 11 September 2020 with option to renew for a further 5 years commencing on 12 September 2020 and expiring on 12 September 2025.

Lessor: GARY EDWARD YOUNG and MARGARET ANNE YOUNG

Gary Edward Young

Margaret Anne Young

As trustees for Young Technologies Superannuation Fund.

Lessee: IAN COLIN WRIGHT and LOUISE ELIZABETH GRAHAM -WRIGHT

Ian Colin Wright

Louise Elizabeth Graham-Wright

John-Hegy

As trustees for the IC Wright Trust.

PORT KENNEDY DENTAL GROUP

Dr lan Colin Wright Unit 7, 7-9 Fielden Way Port Kennedy, W.A., 6172 Telephone 08 9524 6640

01/06/2010

Young Technologies Superannuation Fund 8 Armenti Road, Roleystone W.A. 6172

Dear Gary,

Re: Lease unit 7, 7-9 Fielden Way, Port Kennedy

We (lan Colin Wright and Louise Elizabeth Graham-Wright as trustees for the IC Wright Trust) wish to exercise our option for a further term of 5 years commencing on 11 September 2010 and expiring on September 2015.

Sincerely yours,

Ian Colin Wright

Louise Elizabeth-Graham Wright