

Duty Imprint

Dealing Number



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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 705313890

2. Lot on Plan Description County Parish Title Reference
Lot 10 on RP 884294 Cook Bundaberg 50077840

3. Lessor
LINDSAY FORD PLASTERERS PTY LTD ACN 010 107 436 AS TRUSTEE UNDER INSTRUMENT NOS 713311632 & 713961563, MERVYN KEVIN JOHNSON, JANETTE MARY JOHNSON, SHARALYN ANN JOHNSON & SCOTT JOHNSON AS TRUSTEES UNDER INSTRUMENT NOS 713378692, 713925330, 714014913 & 714568211

4. Lessee
JALEHANA PTY LTD ACN 150 485 939

5. Amendment of Lease Details (Only to be completed for an amendment of the term and/or option of lease)
Expiry date: 09/12/2018 AND/OR Event:
Option: 3 X 5 YEARS

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

..... signature SEE ADDITIONAL PANEL
..... full name
..... qualification / /
Witnessing Officer Execution Date Lessor's Signature
(Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner JP, C Dec)

..... signature JALEHANA PTY LTD ACN 150 485 939
..... full name
..... qualification 26/8/13
.....
Director - Leslie Raymond Kuorikoski

.....
.....
Witnessing Officer Execution Date Lessee's Signature
(Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP,C Dec)

Title Reference 50077840

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

LINDSAY FORD PLASTERERS PTY LTD
ACN 010 107 436

..... signature
..... full name
..... qualification

24 SEP/2013

..... Director
..... Director

Witnessing Officer

Execution Date

Lessor's Signature

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

..... signature

ANTHONY PETER RYAN
SOLICITOR

24 SEP/2013

..... Mervyn Kevin Johnson
Lessor's Signature

Witnessing Officer

Execution Date

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

..... signature

ANTHONY PETER RYAN
SOLICITOR

24 SEP 2013,

..... Janette Mary Johnson
Lessor's Signature

Witnessing Officer

Execution Date

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

..... # 106937 signature

MICHAEL JAMES BUCCAN full name

JUSTICE OF THE PEACE (QUAL) qualification

18/9/13

..... Sharalyn Ann Johnson
Lessor's Signature

Witnessing Officer

Execution Date

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

..... signature
STEVEN FREDRICK SWINCKHOEN full name

JP (QUAL) 74207 qualification

21/09/13

..... Scott Johnson
Lessor's Signature

Witnessing Officer

Execution Date

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

Title Reference 50077840

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 **25th June 2001** registered under dealing number **705313890** between the Landlord and the Tenant as amended under dealing numbers **707069936 and 714150619** and by transfer under dealing number **714157815**;
- (5) "Premises" means the premises leased under the Lease; and
- (6) "Tenant" means the lessee named in item 4 of the Form 13 Amendment.

2. Variation of Lease

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

(1) the Expiry Date in the Form 7 at Item 6 is amended by:

(a) deleting "9/12/2013"; and

(b) inserting "9/¹²~~13~~/2018";

(2) the Particulars in that:

Item 11 Guarantor is amended by:

(a) deleting "Not Applicable"; and

(b) inserting "Leslie Raymond Kuorikoski and Jacren Anne Kuorikoski of 10 Johanna Boulevard, Bundaberg, Queensland, 4670"; and

(3) the Particulars in that:

Item 12 Option Periods is amended by:

(a) deleting "Four (4) further periods of five (5) years each in duration commencing on the 12th, 17th, 22nd and 27th anniversaries of the **Commencement Date**"; and

(b) inserting "Three (3) further periods of five (5) years each in duration commencing on the 17th, 22nd and 27th anniversaries of the **Commencement Date**".

2.2 The Landlord and the Tenant acknowledge that **Term** is, by virtue of the variation of the Lease in clause 2.1, for a period of seventeen (17) years, commencing on the 10th December 2001 and expiring on the 9th December 2018.

2.3 Confirmation of Lease

All other provisions of the Lease other than as varied by this Deed are confirmed.

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3. Costs

3.1 The Tenant must pay:

- (1) duty under the Duties Act (if any) and registration fees; and
- (2) the Tenant's and the Landlord's reasonable legal fees and expenses;

in connection with the negotiation, preparation, execution and, if applicable, registration 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 2.2 of the Lease.

5. Guarantee and Indemnity

5.1 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.

5.2 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.

5.3 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.

5.4 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;

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- (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.

5.5 Irrevocable

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

5.6 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.

5.7 Indemnity on Disclaimer

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

5.8 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.

5.9 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.

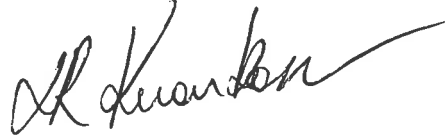
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In consideration of the Landlord granting the Lease at the request of each Guarantor, each Guarantor covenants with the Landlord in accordance with the provisions of the Lease.

GUARANTEE SCHEDULE
Leslie Raymond Kuorikoski of 10 Johanna Boulevard, Bundaberg, Qld 4670 Jacren Anne Kuorikoski of 10 Johanna Boulevard, Bundaberg, Qld 4670

SIGNED SEALED AND DELIVERED
by **LESLIE RAYMOND KUORIKOSKI**
in the presence of:

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]
]





Qualified witness
(eg Justice of the Peace/Commissioner for
Declarations) **GEOFFREY PAUL CUNNINGHAM**
SOLICITOR

SIGNED SEALED AND DELIVERED
by **JACREN ANNE KUORIKOSKI**
in the presence of:

]
]
]




Qualified witness
(eg Justice of the Peace/Commissioner for
Declarations) **KORIN MAREE JENSEN**
SOLICITOR