

Dealing Number

Duty Imprint



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<b>1. Type/Dealing No of Instrument/Document being amended</b>	<b>Lodger</b> (Name, address, E-mail & phone number)	<b>Lodger Code</b>
Type of Instrument/Document	Corrs Chambers Westgarth	BE023A
Dealing Number	GPO Box 9925 BRISBANE QLD 4001 Phone: (07) 3228 9333 prime.legal@corrs.com.au Our ref: BF/DH:9131104	

<b>2. Lot on Plan Description</b>	<b>Title Reference</b>
Lot 2 on RP 700344	20271059

**3. Grantor/Mortgager/Lessor**  
LESLIE CHARLES PALMER AND RACHAEL JANE CASSILLES AS TRUSTEE UNDER INSTRUMENT 718028312

**4. Grantee/Mortgagee/Lessee**  
NATIONAL AUSTRALIA BANK LIMITED ABN 12 004 044 937

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

Expiry date: 31 March 2019  
Option/s: 2 x 1 year  
\*Insert nil if no option or insert option period (eg 3 years or 2 x 3 years etc)

**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; \*item 5 and attached schedule; \*attached schedule.  
\*delete if not applicable

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

\_\_\_\_\_  
signature  
\_\_\_\_\_  
full name  
\_\_\_\_\_  
qualification

See Enlarged Panel

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

Execution Date

Lessor's Signature

*P. Reg I*  
\_\_\_\_\_  
signature  
*PATRICIA REGINATO*  
\_\_\_\_\_  
full name  
*LEGAL PRACTITIONER*  
\_\_\_\_\_  
qualification

*27/11/17*  
\_\_\_\_\_  
Execution Date

By *[Signature]*  
\_\_\_\_\_  
Print name *David Purves*  
\_\_\_\_\_  
Print position Level 2 Attorney  
as attorney for NATIONAL AUSTRALIA BANK LIMITED ABN 12 004 044 937 under power of attorney number Registered Number 710425749 who states that at the time of signing the attorney has received no notification of revocation of the power of attorney  
\_\_\_\_\_  
Lessee's Signature

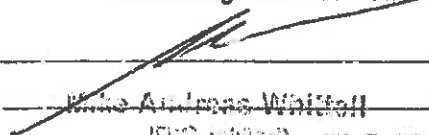
Title Reference 20271059


**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; \*item 5 and attached schedule; \*attached schedule.~~

\*delete if not applicable

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

  
signature  
Mike Anderson Whitford full name  
JP (Qualifier) 59587 qualification

9, 11, 2017   
Execution Date LESLIE CHARLES PALMER AS TRUSTEE  
UNDER INSTRUMENT 718028312  
Lessor's Signature

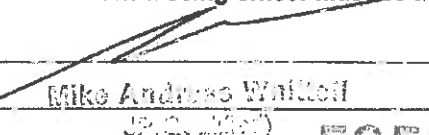
Witnessing Officer  
(Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)


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\*delete if not applicable

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

  
signature  
Mike Anderson Whitford full name  
JP (Qualifier) 59587 qualification

9, 11, 17   
Execution Date RACHAEL JANE CASSILLES AS TRUSTEE  
UNDER INSTRUMENT 718028312  
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)

Title Reference 20271059

## 1 Defined terms and interpretation

### 1.1 Defined terms

In this document:

**Covenant** includes an acknowledgment, agreement, condition, declaration, indemnity, promise, provision, representation, requirement, restriction, rule, stipulation, term, undertaking and warranty.

**Extension Date** means 1 April 2018.

**Extended Lease** means the Lease as varied by this document.

**Extended Term** means the period of 1 year from the Extension Date to the expiry of the Extended Lease.

**GST** means a goods and services tax or any similar tax imposed in Australia.

**Landlord** means the party described as Lessor in item 3 of the Form 13 and includes each administrator, assign, executor, and successor of the Landlord.

**Landlord's Covenant** means an express or implied Covenant that the Landlord must observe under this document or the Extended Lease.

**Lease** means the lease dealing number 707663357 between Ronald William Knowlton and Joan Winifred Knowlton as landlord and the Tenant as renewed and varied by amendment of lease dealing numbers 710766620, 713091594, 714420909 and 718003876.

**observe** includes to comply with, discharge, fulfil, keep and perform.

**person** and **party** each include a corporation, a body politic and a natural person.

**Premises** means the premises leased under the Lease known as 98 Gordon Street, Gordonvale, Queensland.

**Tenant** means the party described as Lessee in item 4 of the Form 13 and includes each administrator, executor, permitted assign and successor of the Tenant.

**Tenant's Covenant** means an express or implied Covenant that the Tenant must observe under this document or the Extended Lease.

### 1.2 Interpretation

In this document, except where the context otherwise requires, where a word is not defined in this document but is defined in the Lease, it has the meaning set out in the Lease.

## 2 Purpose

This document records the agreement between the Landlord and the Tenant to extend the Term of the Lease and any variations to the lease terms.

## 3 Demise

The Landlord leases to the Tenant and the Tenant accepts a lease of the Premises for the Extended Term.

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## 4 Variation

To document the Extended Term, the Lease is varied from the Extension Date as follows:

- (a) In Item 6 of the Form 7, the expiry date is deleted and replaced with 31 March 2019, and any other reference to the former expiry date is likewise amended.
- (b) References to the term of the Lease are amended so as to be the Extended Term.
- (c) The Reference Schedule is amended for the Extended Term as follows:

### Term

Commencement Date 1 April 2018

Expiry Date 31 March 2019

### Rent

Initial Rent \$65,872.08 per annum plus GST

First Rent Day 1 April 2018

### Rent Review Dates

Fixed increase dates Not applicable

CPI review dates Not applicable

Market Review Dates Not applicable

### Option Period

First option period 1 year beginning 1 April 2019

Market Review Dates 1 April 2019

Fixed increase dates Not applicable

CPI review dates Not applicable

Second option period 1 year beginning 1 April 2020

Market Review Dates 1 April 2020

Fixed increase dates Not applicable

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CPI review dates                      Not applicable

**Service addresses**

Landlord                                  16 Empire Vista  
ORMISTON QLD 4160

Tenant                                      c/- Cushman & Wakefield  
Level 11, 123 Eagle Street  
BRISBANE QLD 4000  
Fax: (07) 3239 4010  
Attention: NAB Property Manager

**5      Landlord's Covenant**

During the Extended Term, the Landlord must observe each Landlord's Covenant.

**6      Tenant's Covenant**

During the Extended Term, the Tenant must observe each Tenant's Covenant.

**7      Costs**

Each party must bear its own costs in relation to the preparation, negotiation, execution, stamping and registration of this document. The Tenant must pay stamp duty and registration fees on this document and the Landlord must procure registration of this document.

**8      Goods and Services Tax**

**8.1    Tenant to pay GST**

If GST has application to any supply made under this document, the Landlord may, in addition to rent and any other amount or consideration expressed as payable elsewhere in this document, subject to issuing a valid tax invoice, recover from the Tenant an additional amount on account of GST, that amount to be calculated by multiplying the amount of consideration payable by the Tenant for the supply by the prevailing GST rate.

**8.2    Adjustment of GST**

If, after a GST is imposed it is determined on reasonable grounds that the amount of GST paid or payable on any supply made under this document differs for any reason from the amount of GST recovered from the Tenant, including by reason of:

- (a) an alteration in the GST law;
- (b) the issue of or an alteration in a ruling or advice of the Commissioner of Taxation;

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- (c) the allowance to the Landlord of a refund of GST in respect of any supply made under this document; or
- (d) a decision of the Administrative Appeals Tribunal (or its equivalent) or a court, the amount of GST recovered or recoverable from the Tenant must be adjusted accordingly.

**8.3 Reduction of Rent**

Despite any other provision in this document, if the imposition of a GST or any subsequent change in the GST law is accompanied by or undertaken in connection with the abolition of or reduction in any existing taxes, duties or statutory charges (Taxes), the consideration (excluding any GST) payable by the Tenant for any supply made under this document must be reduced by the same proportion as the actual total costs of the Landlord (including any Taxes, but excluding any input GST paid or payable by the Landlord) are reduced as a consequence of the abolition of or reduction in Taxes, whether directly by way of the abolition of or reduction in Taxes paid or payable by the Landlord to its suppliers or to any government, or indirectly by way of a reduction in the prices (excluding any GST) charged by suppliers to the Landlord.

**8.4 Recovery by Tenant of GST**

If GST has application to any supply made by the Tenant under or in connection with this document (including, without limitation, any supply in connection with the receipt by the Tenant of an indemnity payment under this document) the Tenant may, in addition to any amount or consideration expressed as payable elsewhere in this document, recover from the Landlord an additional amount on account of GST, that amount to be calculated by multiplying the amount or consideration payable by the Landlord for the relevant supply by the prevailing GST rate. Any additional amount on account of GST recoverable from the Landlord under this clause must be calculated without any deduction or set-off of any other amount and is payable by the Landlord upon demand by the Tenant whether that demand is by means of an invoice or otherwise.

**9 Mortgagee's consent**

If the Land is mortgaged when this document is entered into, the Landlord must obtain the unconditional consent of each mortgagee to this document. If the mortgagee's consent is required in a particular form to register this document then the Landlord must obtain the consent in that form. The Landlord must give the consents to the Tenant by the Extension Date. If the Landlord breaches this clause then the Tenant may terminate the Lease and the Landlord must pay:

- (a) any stamp duty on the Lease, this document or a related document; and
- (b) the Tenant's costs of the negotiation, preparation and execution of this document (including legal costs on a solicitor and own client basis).