

LEASE No 1

Dealing Number



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1. Lessor R & K WERCHON INVESTMENTS PTY LTD ACN 100 304 596 AS TRUSTEE UNDER INSTRUMENT 710257028	Lodger (Name, address E-mail & phone number) Bradley & Bray Solicitors 1st Floor, 15 Ann Street Nambour QLD 4560 Tel: (07) 5441 1400 Ref: DKD:160199 Email: info@bradleybray.com.au	Lodger Code 005
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2. Lot on Plan Description LOT 10 ON CP Y16434	Title Reference 18338181
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3. Lessee Given names	Surname/Company name and number	(include tenancy if more than one)
	J.L. SHOOTER PTY LTD ACN 113 980 608	

4. Interest being leased
FEE SIMPLE

5. Description of premises being leased
Part of the ground and first floor of the building being Lease A as shown and hatched on the sketch herein

6. Term of lease

Commencement date/event: 26/06/2016
 Expiry date: 25/06/2018
 #Options: 2 x 2 years
 #Insert nil if no option or insert option period (eg 3 years or 2 x 3 years)

7. Rental/Consideration
SEE SCHEDULE

8. Grant/Execution

The Lessor leases the premises described in item 5 to the Lessee for the term stated in item 6 subject to the covenants and conditions contained in the attached schedule.

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

.....signature
full name
qualification

R & K WERCHON INVESTMENTS PTY LTD
ACN 100 304 596

RW Werchon Director

Witnessing Officer

14/12/18
Execution Date

[Signature] Director
Lessor's Signature

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

9. Acceptance

The Lessee accepts the lease and acknowledges the amount payable or other considerations for the lease.
JL SHOOTER PTY LTD ACN 113 980 608

.....signature
full name
qualification

JL SHOOTER PTY LTD ACN 113 980 608

[Signature] Director
[Signature] Director
Lessee's Signature

Witnessing Officer

19/02/18
Execution Date

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

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REFERENCE SCHEDULE

- Item 1 **Term:** 2 YEARS
- Item 2 **Rent:** \$51,300.72 plus GST per annum
- Item 3 **Review Date(s)** (CPI/Market/Fixed):
- (a) **CPI Review Dates** 26 June, 2017; 26 June, 2019; 26 June, 2021
- (b) **Market Review Dates** 26 June, 2018; 26 June, 2020
- (c) **Fixed Increase Dates** **NOT APPLICABLE**
- (i) Fixed Increase Dates
- (ii) Fixed Increase Percentage
- Item 4: **Agreed Proportion**
- Not applicable
- Item 5: **Percentage Rental**
- Intentionally deleted
- Item 6: **Permitted Use**
- Roofing and Plumbing Contractors
- Item 7: **Insurance - Public Risk**
- \$20,000,000
- Item 8: **Option Term**
- 2 x 2 years
- Item 9: **Bank Guarantee/Bond**
- Not applicable
- Item 10: **Guarantors**
- JOSHUA LEE SHOOTER of 75-79 Old Coach Way, Ninderry Qld 4561
 JOANNE LINDA BENNETT of 75-79 Old Coach Way, Ninderry Qld 4561

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1 INTERPRETATION

1.1 Terms and Reference Schedule

- (a) Terms in **bold** in the Reference Schedule have the meaning shown opposite.
- (b) Item numbers refer to those in the Reference Schedule unless stated otherwise.

1.2 Definitions

In this Lease, unless a contrary intention appears:

"Accounting Period" means in the case of the first Accounting Period the period commencing on the Commencement Date and ends on 30 June next. The last Accounting Period commences on 1 July immediately preceding the Expiry Date and ends on the Expiry Date. Between the first Accounting Period and the last Accounting Period this term is divided into Accounting Periods of twelve (12) months each commencing on 1 July and ending on 30 June next.

"Agreed Proportion" means the percentage in Item 4 being the proportion that the area of the **Premises** bears to the Lettable Area.

"API" means the Australian Property Institute (Inc) Queensland Division.

"Bank Guarantee" means an unconditional and irrevocable undertaking by a bank for the amount in Item 9 on terms acceptable to the **Landlord**.

"Building" means all buildings and improvements on the **Land** of which the **Premises** form part including the **Land**.

"Car Park" means those parts of the **Building** nominated by the **Landlord** for the parking of cars including all ramps and driveways and all rooms servicing the **Car Park**.

"Commencement Date" means the day inserted in Item 6 of the Form 7.

"CPI" means the Consumer Price Index (All Groups) for Brisbane published by the Australian Bureau of Statistics. If that index no longer exists, "CPI" means an index that the president of the **API** decides best reflects changes in the cost of living in the relevant city in which the **Premises** are located.

"Expiry Date" means the day inserted in Item 6 of the Form 7.

"Financial Year" means 1 July to 30 June.

"Land" means the property described in Item 2 of the Form 7.

"Landlord" means the party described in Item 1 of the Form 7.

"Landlord's Property" means any property owned by the **Landlord** in or on the **Building**.

"Lettable Area" means the parts of the **Building** the **Landlord** has leased or licensed or can lease or licence at a commercial rent or fee.

"Outgoings" means all the **Landlord's** expenses for the operation, maintenance and repair of the **Building** and charges, levies, premiums, rates or taxes payable by the **Landlord** because it is the owner or occupier of the **Building** or the **Land**. The **Outgoings** include, but will not be limited to, all costs associated with:

- (a) rates, taxes (including land tax on the basis that this is the only property owned by the Landlord) and charges payable to any government or other authority;
- (b) cleaning costs and materials;
- (c) rubbish removal;
- (d) light and power charges;
- (e) airconditioning and ventilation;
- (f) fire protection and prevention;

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- (g) security;
- (h) insurance premiums;
- (i) repairs and maintenance;
- (j) costs for the control of pests, vermin or insects or other similar infestation;
- (k) costs of maintaining gardens;
- (l) management costs;
- (m) body corporate administration fund levies;

but do not include:

- (n) expenditure of a capital nature, including the amortisation of capital costs;
- (o) contributions to a depreciation or sinking fund;
- (p) insurance premiums for loss of profits;
- (q) the Landlord's contributions to merchants' associations and centre promotion funds (if any);
- (r) payment of interest and charges on amounts borrowed by the Landlord.

"Premises" means the premises described Item 5 of the Form 7 including the **Building**.

"Renewed Lease" means a **Lease** of the **Premises** for the relevant period set out in Item 8 on the terms set out in Clause 15.

"Rent" means the amount in Item 2 as varied under this **Lease**.

"Rental Year" means each year of the Term.

"Services" means all gas, electricity, telephone, water, sewerage, fire prevention, ventilation, airconditioning, hydraulic, elevator and security services and all other utilities, services or systems provided in the **Building**.

"Stipulated Rate" means the Standard Default Contract Rate as published from time to time by the Queensland Law Society.

"Tenant" means the party described in Item 3 of the Form 7.

"Tenant Associates" means the **Tenant's** employees, agents, contractors, customers, clients, visitors (with or without invitation), sub-tenants, licensees, and invitees who may at any time be in or upon the **Premises** or the **Land** and any trespasser who is in or upon the **Premises**.

"Tenant's Property" means all fixtures, fittings, equipment, stock and other articles in the **Premises** owned by the **Tenant**.

"Valuer" means a Valuer appointed by the President of the API.

1.3 Reference

- (a) Reference to:
 - (i) the singular includes the plural and the plural includes the singular;
 - (ii) a person includes a body corporate; and
 - (iii) a party includes the party's executors, administrators, successors and permitted assigns.
- (b) If a party consists of more than one person, this **Lease** binds them jointly and each of them severally.
- (c) Headings are for convenience only and do not form part of this **Lease** or affect its interpretation.

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1.4 Not to Allow or Permit

If this Lease provides that the Tenant must not do something, then the Tenant must not allow or permit that thing to be done.

2 RENT AND OTHER PAYMENTS

2.1 Payments

The Tenant must pay to the Landlord:

- (a) the Rent;
- (b) charges for Services to the Premises during the Term;
- (c) the Landlord's legal costs and expenses in relation to the preparation and signing of this Lease and all associated attendances, stamp duty assessed on the Lease and costs of registering the Lease;
- (d) the Landlord's reasonable expenses incurred in obtaining the consent of the Landlord's mortgagee to the Lease and costs of survey fees associated with registration of the Lease;
- (e) all reasonable costs and expenses incurred by the Landlord in relation to any notice given to the Tenant in accordance with this Lease, lawful determination or attempted determination of this Lease, the surrender of this Lease, the granting of any consents, proceedings lawfully brought by the Landlord to enforce the Tenant's performance and obligations under this Lease;
- (f) any reasonable additional or unusual charges and expenses incurred by the Landlord at the request of the Tenant;
- (g) any tax or levy in the nature of a goods and services tax or consumption tax or other tax levied directly on or relating to the supply of a service under this Lease during the Term; and
- (h) any other payments arising from the Tenant's use of the Premises.

2.2 Manner of Payment of Rent

The Tenant must pay the Rent;

- (a) for the period commencing on 26th June, 2016 and thereafter by equal monthly instalments in advance on the first day of each month;
- (b) the first payment must be made on the Commencement Date; and
- (c) if necessary the first and last instalments must be apportioned on a daily basis.

2.3 Percentage Rent

Intentionally deleted

2.4 Agreed Proportion of Outgoings

The Tenant will pay the Agreed Proportion of Outgoings immediately upon request of the landlord. Any Outgoings assessed at intervals or for periods that do not fall wholly within the term of this Lease will be apportioned as necessary.

The Landlord, in addition to the right to require immediate reimbursement in respect of the Outgoings, may prior to the commencement of any Accounting Period furnish to the Tenant an estimate of the amount required to be paid by the Tenant to the Landlord in respect of that Accounting Period. The Tenant will pay the estimated amount by equal periodic payments during that Accounting Period on the monthly dates appointed by this Lease for the payment of the Annual Rent, the first of those periodic payments to be paid on the next day appointed for the payment of the annual rent following the notification by the Landlord to the Tenant of its estimate. At the end of each Accounting Period an adjustment will be made between the Landlord and the Tenant by the payment of any deficiency by the Tenant to the Landlord or the refunding or crediting of any excess by the Landlord to the Tenant as the case may be. The amount of the equal periodic payments required to be paid by the Tenant as provided in this clause will be calculated by dividing the Landlord's estimate of the amount due for that accounting Period by the

NIL

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number of days appointed for payment of the annual rent remaining in that accounting Period after the date on which the Landlord furnishes to the Tenant its estimate.

2.5 Other Payments

The Tenant must make all other payments promptly to the relevant assessing authority if assessed directly against the Tenant but otherwise to the Landlord upon receipt of an invoice.

2.6 Manner of Payments

Payments must be made as the Landlord directs.

2.7 Charges for Electricity

The Tenant acknowledges that if the Landlord supplies electricity to the Tenant as provided in the Electricity Act 1994 and Section 244 of the Electricity Regulations 1994 that the Landlord has elected to recover the cost of it from the Tenant as provided in that Act.

2.8 Additional Rent

If the Tenant is late in paying the Landlord any money, the Landlord may charge the Tenant additional rent calculated on any late payments at the rate of one percent (1%) per month or any part of a month. All additional rent charged must be paid on demand.

3 RENT REVIEWS

3.1 CPI Review

Where CPI Review Dates are inserted in Item 3(a) the Rent must be reviewed on each CPI Review Date to an amount represented by A where:

$$A = \frac{B \times D}{C}$$

Where B = the CPI for the quarter ending immediately before the relevant CPI Review Date
C = the CPI for the quarter one year before the quarter in B, and
D = the Rent payable immediately before the CPI Review Date.

3.2 Market Review

- (a) Where Market Review Dates are inserted in Item 3(b) the Rent must be reviewed on each Market Review Date to an amount equal to the higher of the current market rent determined in accordance with Clause 3.2(b) or the Rent for the last Rental Year for the Premises.
- (b) The current market rent must be agreed upon between the Landlord and the Tenant. If agreement on the current market rent is not reached by one month after the relevant Market Review Date the current market rent must be determined by a Valuer, to be agreed upon by the Landlord and the Tenant or failing agreement, as nominated by the President for the time being of the API
- (c) The Valuer must determine the current market rent.
- (d) The costs of the Valuer must be borne equally by the Landlord and the Tenant.

3.3 Fixed Review

Where Fixed Increase Dates are inserted in Item 3(c)(i) from and including each Fixed Increase Date the Rent increases by the corresponding percentage set out in Item 3(c)(ii).

3.4 Payment of Rent Prior to Review

- (a) Until a determination of Rent is made, the Tenant must pay the Rent payable before the date of the relevant review.
- (b) Any variation in Rent resulting from a review takes effect on the relevant review date.
- (c) Within fourteen (14) days of a determination, the Landlord must refund any overpaid Rent or the Tenant must pay any shortfall.

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4 USE OF THE PREMISES

4.1 Use of Premises

- (a) The **Tenant** must bring the **Premises** into active and bona fide use for the **Permitted Use** and for no other purpose.
- (b) The **Landlord** does not warrant that the **Premises** are suitable for any purpose or may be used for the **Permitted Use**.

4.2 Conduct

The **Tenant** must not:

- (a) use the **Premises** for annoying, offensive or illegal acts which cause annoyance, nuisance, grievance, damage or disturbance to the occupants of adjacent premises or to the **Landlord**;
- (b) hold any auction or similar sale in the **Premises**;
- (c) use any form of power other than gas, electric current or gas supplied through meters;
- (d) overload the **Services**;
- (e) damage the **Landlord's Property**;
- (f) alter the **Premises**, install any partitions or equipment or do any building work;
- (g) do anything that may invalidate the **Landlord's** insurance or increase the **Landlord's** premiums;
- (h) display, paint or erect any signs, save standard lawful business signage;
- (i) knowingly use the **Landlord's Property** for any purpose other than those for which they were designed;
- (j) interfere with any drains, water supply, gas, electrical, plumbing, airconditioning equipment or other services or any of the **Landlord's Property**;
- (k) prepare or cook for sale or other commercial purpose any food on the **Premises**;
- (l) bring any heavy machinery, plant or equipment onto the **Premises** unless it is reasonably necessary for the **Permitted Use** and in any case must not overload the floors, walls or ceilings;
- (m) make holes, deface or damage floors, walls or ceilings or other parts of the **Premises**;
- (n) install any vending or amusement machines; or
- (o) use or install any product or property in the **Premises** likely to cause damage.

4.3 Consent

The **Tenant** may seek the **Landlord's** written consent to any of the matters in Clause 4.2 which can be granted or refused at the **Landlord's** discretion.

4.4 Tenant's Obligation

The **Tenant** must:

- (a) obtain and maintain all permits or consents required from any government authority to carry on the **Permitted Use** in the **Premises**;
- (b) keep the **Premises** free from vermin;
- (c) obey any rules made by the **Landlord** relating to the operation, safety, use, occupation and management of the **Building**;
- (d) immediately notify the **Landlord** of any damage to, defect or disrepair in the **Services** or the **Landlord's Property**;

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- (e) immediately notify the **Landlord** of any infectious diseases notifiable to the relevant health authority occurring on the **Premises** of which it is aware;
- (f) immediately provide the **Landlord** with copies of all notices, which it is required to serve on or receive pursuant to any legislation relating to the **Premises**;
- (g) at the expiration or sooner determination of the **Term** return all keys of the **Premises** to the **Landlord**;
- (h) lock all exterior doors and windows in the **Premises** and the **Building** when the **Premises** or the **Building** are not being used;
- (i) keep the **Premises** open for business during the core trading hours of the **Building** as nominated by the **Landlord**;
- (j) pay all charges, assessments or impositions which may be levied in respect of the **Premises** during the **Term** and arising as a result of the use and occupation of the **Premises** by the **Tenant**.

5 MAINTENANCE AND REPAIR

5.1 Repair

The Tenant must:-

- (a) keep the **Premises**, including all signage, in good repair and condition except for fair wear and tear;
- (b) fix any damage caused by the **Tenant** or the **Tenant's Associates** use;
- (c) repair, maintain or replace all glass in the **Premises**, the doors locks windows and window fittings, all broken, faulty or blown light tubes and associated electrical apparatus in the **Premises**.
- (d) during the last year of the **Term**, and more often if reasonably required by the **Landlord** having regard to the condition of the **Premises**, paint or treat the walls, ceilings and other painted or treated surfaces of the interior of the **Premises** with 2 coats of first quality paint or other treatment in a proper and workmanlike manner, in the original colours or in such other colours approved by the **Landlord**. If any surfaces of the interior of the **Premises** consist of stained or treated timber or brick which is not painted, the **Tenant** must obtain the approval of the **Landlord** prior to painting or treating those surfaces or bricks.

5.2 Cleaning

- (a) The **Tenant** must:
 - (i) keep the **Premises** clean and tidy, consistent with the nature of the business conducted on the **Premises**;
 - (ii) keep the **Tenant's Property** clean and tidy.

5.3 Landlord's Right to Inspect and Repair

- (a) Upon giving the **Tenant** 2 days' notice in writing, the **Landlord** may inspect or carry out repairs, maintenance, or building work in or around the **Premises** at any reasonable time. In an emergency, the **Landlord** may enter at any time without giving the **Tenant** notice.
- (b) The **Landlord** may carry out any of the **Tenant's** obligations under this **Lease** if the **Tenant** does not carry them out on time or as reasonably directed by the **Landlord**. If the **Landlord** does so, then the **Tenant** must pay the **Landlord's** expenses.

5.4 Tenant's Works

- (a) The **Tenant** must not carry out any building work without the **Landlord's** consent. The **Landlord** cannot unreasonably refuse to give its consent if:
 - (i) the **Landlord** approves the **Tenant's** drawings and specifications for the works;
 - (ii) the **Tenant** and the **Landlord** agree on the type, quality, colour and size of the materials to be used;
 - (iii) the **Landlord** reasonably approves of the **Tenant's** builder.

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- (b) The **Tenant** must:
- (i) pay for any work approved under Clause 5.4(a);
 - (ii) indemnify the **Landlord** against all injury or damage to the **Premises** or the **Building** caused by those works; and
 - (iii) maintain the works.

5.5 Landlord's Fitout

If the **Landlord** has provided any fitout to the **Premises** then:

- (a) that fitout is **Landlord's Property**;
- (b) the **Tenant** must not damage any fitout provided by the **Landlord** or install any additional fitout without the consent of the **Landlord** which must not be unreasonably withheld;
- (c) if during the **Term** of this **Lease** or any renewed term, any fitout provided by the **Landlord** needs to be replaced because of fair wear and tear, then the **Landlord** will replace that fitout with fitout of a like quality;
- (d) If during the **Term** of this **Lease** or any renewed term, the **Tenant** requires any fitout by the **Landlord** to be replaced for reason other than fair wear and tear, the **Landlord** or the **Tenant** with the **Landlord's** consent will replace that fitout at the cost of the **Tenant**;

6 ASSIGNMENT AND SUBLETTING

6.1 No Dealing

The **Tenant** may only assign, sublet, mortgage, charge or deal with the **Lease** or the **Premises** with the **Landlord's** consent.

6.2 Landlord's Consent

The **Landlord** must not unreasonably withhold its consent if:

- (a) the **Landlord** is satisfied that the new tenant is suitable, respectable, responsible and financially secure and is capable of carrying out the **Tenant's** obligations under this **Lease**;
- (b) the **Tenant** and the new tenant signs any agreement and gives any security which the **Landlord** reasonably requires;
- (c) the **Tenant** complies with any other reasonable requirements of the **Landlord**;
- (d) the **Tenant** is not in breach of the **Lease**;
- (e) the **Tenant** releases the **Landlord** from all claims the **Tenant** has or may have in respect of this **Lease**;
- (f) the **Tenant** pays the **Landlord's** reasonable costs and expenses of giving its consent including legal costs, stamp duty and registration fees

6.3 Deemed Assignment

If the **Tenant** is a corporation, any change in the principal shareholding or composition of the board of directors altering the effective control or control of one half or greater of the shares or the board is an assignment of this **Lease** and must be dealt with in accordance with this **Lease**.

7 LANDLORD'S RIGHTS AND OBLIGATIONS

7.1 Rules

The **Landlord** may make rules relating to the **Building** and **Common Areas** dealing with:

- (a) their use, care and cleanliness;

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- (b) the preservation of good order;
- (c) the comfort of persons;
- (d) the location of garbage and refuse pending its removal;
- (e) the closure of any part outside normal business hours;
- (f) the external appearance;
- (g) the control and operation of the **Car Park**;
- (h) the administration and control of the **Building** and the **Common Areas**.

7.2 **Quiet Enjoyment**

Provided the **Tenant** complies with the terms of this **Lease** the **Tenant** may peaceably hold and enjoy the **Premises** during the continuance of this **Lease** without any interruption by the **Landlord** or any other person lawfully claiming under the **Landlord**.

7.3 **Insurance**

The **Landlord** must insure the **Building** (but excluding all additions to the **Premises** carried out by the **Tenant** and the **Tenant's Property**) for its full replacement value and keep it insured unless the insurance becomes void or voidable through or by reason of some default by the **Tenant** keep it insured.

7.4 **Rates and Taxes**

The **Landlord** must pay all **Outgoings** not payable by the **Tenant** or other occupant of the **Building**.

7.5 **Services**

The **Landlord** must do everything reasonable to ensure the **Services** and **Landlord** supplied fixtures, fittings and equipment operate efficiently during normal working hours but the **Landlord** is not liable if they do not.

7.6 **Directory Boards**

Any directory boards provided by the **Landlord** are under its control.

7.7 **Consent of Mortgagee**

The execution of this **Lease** is conditional upon the **Landlord's** mortgagee consenting in writing to this **Lease**. The **Tenant** must sign any form of consent required by the mortgagee.

8 **RISK**

8.1 **Own Risk**

The **Tenant** occupies and uses the **Premises** at its own risk. The **Tenant** also carries out building work in the **Premises** at its own risk.

8.2 **Release**

The **Tenant** releases to the fullest extent permitted by Law, the **Landlord** and its agents, employees and contractors from all claims and demands resulting from any accident, damage, loss, injury or death occurring in the **Premises** or on any part of the **Land** except to the extent that it is caused by the **Landlord's** deliberate act or negligence.

8.3 **Indemnity**

Without limiting Clause 8.2 the **Tenant** indemnifies the **Landlord** and its agents, employees and contractors against any claims or demands caused by:

- (a) the **Tenant's** deliberate act or negligence;
- (b) the **Tenant's** use or occupation of the **Premises** or the **Land**; or

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- (c) any personal injury or damage sustained by any person in or about the **Premises** or the **Building**.

8.4 **Insurance**

The **Tenant** must effect and keep current:

- (a) a public liability insurance policy in respect of the **Premises** in the names of the **Landlord** and all persons having superior or concurrent title to the **Landlord** and the **Tenant** for their respective interests in an amount set out in Item 7 or any higher amount that the **Landlord** may from time to time reasonably require with an insurance company approved by the **Landlord** (such approval not to be unreasonably withheld);
- (b) a policy of insurance in the name of the **Tenant** with the **Landlord's** interest noted on the policy to cover:
- (i) the full replacement value of plate glass in the **Premises**; and
- (ii) industrial special risks for the **Tenant's Property**, with an insurance company approved by the **Landlord** (such approval not to be unreasonably withheld); and
- (c) workers compensation including employer's liability insurance (unlimited cover).

8.5 **Evidence of Insurance**

The **Tenant** must give the **Landlord**:

- (a) a duplicate copy of each such policy immediately it is effected
- (b) a copy of the receipt issued for payment of each premium within 5 business days of it being paid; and
- (c) a copy of the certificate of currency when requested.

8.6 **Notice of Accident**

The **Tenant** must give the **Landlord** written notice of any accident in or want of repair to the **Premises** or defect in any **Services** of which the **Tenant** is aware.

8.7 **Conduct Voiding Insurance**

The **Tenant** must not knowingly do or permit to be done or omit to do any act in the **Premises** or on the **Common Areas** which:

- (a) may render void or voidable any insurances on the **Building**; or
- (b) may cause the rate of premium on any such insurance policies to be increased or be liable to be increased. The **Tenant** must do or permit to be done immediately upon request by the **Landlord**, everything necessary to ensure the continuance of any insurances effected by the **Landlord**. The **Tenant** must pay to the **Landlord** upon demand any increased premiums caused by the **Tenant** or the **Tenant's Associates**.

9 **DEFAULT AND TERMINATION**

9.1 **Essential Terms**

The essential terms are:

- (a) **Rent** and other payments [Clause 2];
- (b) Use of **Premises** [Clause 4.1];
- (c) **Conduct** [Clause 4.2];
- (d) **Tenant's Obligations** [Clause 4.4];
- (e) **Repair** [Clause 5.1];
- (f) **Cleaning** [Clause 5.2];

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- (g) Obtain consent before assignment, subletting, mortgaging or charging [Clause 6.1];
- (h) Risk [Clause 8];
- (i) Bank Guarantee [Clause 16].

9.2 **Default**

The **Tenant** is in default of this **Lease** if:

- (a) it breaches an essential term of this **Lease**;
- (b) it repudiates its obligations under this **Lease**;
- (c) it is insolvent;
- (d) its interest under this **Lease** is attached or taken in execution under any legal process; or
- (e) it does not comply with any other term of this **Lease** within a reasonable time after receiving notice from the **Landlord** to do so.

9.3 **Termination of Tenancy**

If the **Tenant** is in default and does not remedy the default within the time stated in any notice from the **Landlord**, the **Landlord** may do any one or more of the following without prejudice to any other right which it may have against the **Tenant**:

- (a) by notice to the **Tenant**, convert this **Lease** to a month to month tenancy on the terms of this **Lease** as far as they can be applied to a monthly tenancy;
- (b) by notice to the **Tenant**, terminate the **Lease** and take possession of the **Premises**;
- (c) recover from the **Tenant** any loss suffered by the **Landlord** due to default of the **Tenant**; and
- (d) exercise any of its other legal rights.

9.4 **Damages**

If the **Tenant** breaches an essential term of this **Lease** and the **Landlord** terminates the **Lease**, the **Landlord** may recover all money payable by the **Tenant** under the **Lease** up to the **Expiry Date**. The **Landlord** must take reasonable steps to mitigate its loss.

10 **EXPIRY OF TERM**

10.1 **Tenant's Obligations**

On expiry of the **Term** or earlier termination the **Tenant** must:

- (a) vacate the **Premises** in good repair and clean condition, fair wear and tear excepted;
- (b) remove all the **Tenant's Property** from the **Premises**;
- (c) repair any damage caused by removal of the **Tenant's Property**;
- (d) return all keys, security passes and cards held by the **Tenant** or the **Tenant's Associates**; and
- (e) paint the **Premises** with two coats of first quality paint in a workmanlike manner in colours approved in writing by the **Landlord**.

10.2 **Failure to Remove Tenant's Property**

If the **Tenant** does not remove the **Tenant's Property** on expiry or earlier termination, the **Landlord** may:

- (a) remove and store the **Tenant's Property** at the **Tenant's** risk and expense; or
- (b) treat the **Tenant's Property** as being abandoned, in which case title in the **Tenant's Property** passes to the **Landlord** who may deal with it as it thinks fit without being liable to account to the **Tenant**.

Title Reference [18338181]

10.3 Power of Attorney

- (a) The **Tenant** irrevocably appoints the **Landlord** and each and every one of its directors to be the attorney of the **Tenant** to act at any time after the power to take possession of the **Premises** has been exercised.
- (b) The attorney may:
 - (i) execute and register (if necessary) a transfer or surrender of the **Lease** or a withdrawal of any caveat lodged by the **Tenant** affecting the **Land** together with any other documents needed to register those dealings; and
 - (ii) do all things which the **Tenant** is required to do under this **Lease**.
- (c) The **Tenant** must ratify and confirm anything the attorney lawfully does and must pay the **Landlord's** reasonable expenses incurred in exercising the powers under Clause 10.3.

11 MONTHLY TENANCY

11.1 Monthly Tenancy

If the **Tenant** continues to occupy the **Premises** after the **Expiry Date** in accordance with this **Lease**:

- (a) The **Tenant** does so as a monthly tenant on the same conditions as at the last day of the **Term**; and
- (b) either party may terminate the monthly tenancy by giving to the other one month's written notice expiring on any day.

12 DAMAGE AND DESTRUCTION

12.1 Rent Reduction

If the **Building** is damaged or destroyed and the **Tenant** or the **Tenant's Associates** have not caused or contributed to such damage or destruction and as a result the **Premises** are wholly or partially unfit for use or the **Tenant** cannot gain access to the **Premises** then from the date that the **Tenant** notifies the **Landlord** of the damage or destruction until the date that the **Premises** are again fit for use and accessible the **Landlord**:

- (a) must reduce the **Rent, Agreed Proportion of Outgoings** and any other money payable to the **Landlord** by a reasonable amount depending on the type and extent of damage or destruction; and
- (b) cannot require the **Tenant** to clean, repair or maintain until the **Premises** are fit for use and accessible.

12.2 Tenant May Terminate

If an event of damage or destruction occurs as referred to in clause 12.1, the **Tenant** may terminate this **Lease** by 30 days' notice to the **Landlord** unless:

- (a) within 3 months of the event causing damage or destruction, the **Landlord** notifies the **Tenant** that the **Premises** will be reinstated; and
- (b) the **Landlord** carries out reinstatement works within a reasonable time having regard to the extent of the damage.

12.3 Landlord May Terminate

If the **Landlord** considers the damage to the **Premises** renders it impractical or undesirable to reinstate the **Premises**, the **Landlord** may terminate this **Lease** by giving written notice to the **Tenant**.

12.4 No Obligation to Rebuild

The **Landlord** is not obliged to restore the **Building** or **Premises** according to the former specifications so long as the layout and dimensions of the **Premises** and **Services** are not substantially different.

12.5 Dispute Resolution

- (a) The **Tenant** is entitled to dispute the reasonableness of any reduction of rent and other moneys.

Title Reference [18338181]

- (b) Any dispute as to the extent and reasonableness of any reduction in **Rent** and other moneys must be determined by an independent **Valuer** appointed by the President of the **API** at the request of either party.
- (c) In making the determination, the appointed **Valuer** acts as an expert and the determination is final and binding on both parties.
- (d) The cost of the determination must be paid by the parties equally unless otherwise decided by the appointed **Valuer**.

12.6 **Antecedent Rights**

Termination under Clause 12 or any other provision of this **Lease** does not affect either parties' accrued rights before termination.

13 **SALE BY LANDLORD**

Before transferring any interest in the **Land**, the **Landlord** must obtain a signed deed from the transferee containing covenants in favour of the **Tenant** that the transferee will be bound by the terms of this **Lease** and will not transfer its interest in the **Land** unless it obtains a similar deed from its transferee. This Clause 13.1 does not apply if this **Lease** is registered.

14 **GENERAL**

14.1 **Landlord May Rectify**

If the **Tenant** does not perform any obligation under this **Lease** the **Landlord** may perform that obligation as agent of the **Tenant** and the full cost to the **Landlord** of performing that obligation is payable by the **Tenant** to the **Landlord** on demand.

14.2 **Notices**

To be valid or effective a notice or document must be:

- (a) in writing;
- (b) left at, posted by registered post or sent by facsimile to the **Tenant** at the **Premises** or at the address last notified by the **Tenant**; and
- (c) delivered to, posted by registered post or sent by facsimile to the **Landlord** at the address last notified by the **Landlord**.

14.3 **Waiver Negatived**

Failure by the **Landlord** to exercise any power or right under this **Lease** cannot be such to be construed or deemed a waiver of the relevant power or right unless it is in writing.

14.4 **Entire Agreement**

This Lease:

- (a) contains the entire agreement and understanding between the parties on everything connected with the subject matter of this **Lease**; and
- (b) supersedes any prior agreement or understanding on anything connected with that subject matter.

14.5 **Severability**

If any provision of this **Lease** or its application to any person or circumstance is or becomes unenforceable, illegal or void the remaining provisions are not affected.

14.6 **Property Law Act Sections do not Apply**

Sections 105, 107 and 109 of the Property Law Act 1974 do not apply to this **Lease**.

14.7 **Statutes and Regulations**

Title Reference [18338181]

Reference to statutes regulations ordinances or by-laws include all statutes regulations ordinances or by-laws amending consolidating or replacing the same.

14.8 **Governing Law**

This **Lease** is governed by and construed in accordance with Queensland law.

14.9 **Saturdays, Sundays and Public Holidays**

Anything to be done on a Saturday, Sunday or a public holiday in Queensland may be done on the next day, except the **Tenant's** obligation concerning trading hours.

15 **OPTION FOR FURTHER TENANCY**

15.1 **Exercise of Option**

If **Option Terms** have been inserted in Item 8 the **Landlord** must grant a **Renewed Lease** of the **Premises** to the **Tenant** for the relevant **Option Term** if the **Tenant**:

- (a) gives notice to that effect to the **Landlord** not less than 3 months before the **Term** expires; and
- (b) has not breached any of the terms of this **Lease**.

15.2 **Terms of Renewed Lease**

The **Renewed Lease** must be on the same terms as this **Lease** except:

- (a) the term will be that specified for the relevant **Option Term**;
- (b) the date of commencement will be the day after expiry of the **Term**;
- (c) the rent will be an amount determined under Clause 3.2 as if the last day of the **Term** was a **Market Review Date**;
- (d) the amount of public liability insurance in Item 7 of the Reference-Schedule will be an amount reasonably required by the **Landlord**;
- (e) the **Bank Guarantee** in Item 9 will be an amount reasonably required by the **Landlord**;
- (f) the **Option Terms** in item 8 will be amended by deleting the option for which the **Renewed Lease** is being granted;
- (g) Clause 15 will be omitted from the **Renewed Lease** when no relevant **Option Terms** remain in Item 8 of the Reference Schedule or the **Tenant** does not comply with Clause 15.1.

15.3 **Dispute**

If rent is not determined at the commencement date of the **Renewed Lease**, the **Tenant** must pay the **Rent** and any adjustment will be made on determination of the relevant rent.

16 **BANK GUARANTEE/BOND**

- 16.1 The **Tenant** shall either provide a **Bank Guarantee** for or pay to the **Landlord** the amount specified in Item 9 as security for the due performance by the lessee of its covenants hereunder. A breach of covenant shall entitle the **Landlord** to call upon the guarantee for, or utilise such amount towards the cost of rectifying any breach otherwise, the amount less any necessary expenditure shall be refunded to the **Tenant** at the end of the **Lease** and any guarantee released. In the event that this **Lease** is governed by the provisions of the Retail Shop Leases Act 1994, then it will be held in accordance with the provisions of that Act. A bank guarantee shall be in favour of the **Landlord**, not have a termination date and shall be expressed to be security for the performance by the lessee of its obligations under the **Lease**.

Title Reference [18338181]

16.2 As soon as the rent payable from each rent review is determined, the **Tenant** will pay to the **Landlord** as a further cash bond an amount which, when added to the cash bond or bonds already held by the **Landlord** (or to the limits of liability under any bank guarantee accepted by the **Landlord**), so that the cash bond or bank guarantee equals two months' rent plus GST.

17 **GOODS AND SERVICES TAX**

17.1 The terms of this Clause shall apply regardless of any other provision of this Lease.

17.2 The amount of rent and any other amounts stated or to be calculated pursuant to the provisions of this Lease are exclusive of GST.

17.3 Should the **Landlord** be required or elect to be registered pursuant to the GST law then:

- (1) the rent payable at that time and thereafter shall be increased by the amount of GST payable by the **Landlord**;
- (2) the amount the **Tenant** shall pay as the prescribed percentage of the outgoings in respect of each outgoing shall be increased to include GST and for this purpose the amount of any outgoing shall be:-
 - (a) the actual amount payable by the **Landlord** to the supplier of the outgoing less
 - (b) any amount shown on the tax invoice provided by the supplier of a GST component of the price and which may be claimed by the **Landlord** as an input tax credit plus
 - (c) the GST payable on the value of that taxable supply made by the **Landlord**.
- (3) If the **Landlord** makes any other taxable supply pursuant to the GST law then the amount the **Tenant** must pay for that supply is increased by the GST payable on that supply.

17.4 **Definitions**

In this Lease the following terms shall have the meanings given to them in Division 195 of A New Tax System (Goods and Services Tax) Act 1999 unless the context indicates otherwise:

- (1) GST
- (2) GST law
- (3) Tax Invoice
- (4) Input tax credit
- (5) registered
- (6) taxable supply.

18. **TRUSTS**

18.1 If the **Tenant** at any time upon or subsequent to entering into this Lease or entering into or incurring the obligations contained in this Lease is acting in the capacity of trustee of any trust ("the Trust") then whether or not the **Landlord** may have notice of the Trust the Lessee covenants with the **Landlord** as follows:-

- (1) This Lease extends to all rights of indemnity which the **Tenant** now or subsequently may have against the Trust and the trust fund;
- (2) The **Tenant** has full and complete power and authority pursuant to the Trust to enter into this Lease and the provisions of the Trust do not purport to exclude or take away the right of indemnity of the **Tenant** against the Trust or the trust fund, and the **Tenant** will not release that right of indemnity or commit any breach of trust or be a party to any other action which might prejudice that right of indemnity;
- (3) Notwithstanding anything in any deed of trust or settlement or other document contained, the **Tenant** will be and at all times remain personally liable to the **Landlord** for the due performance fulfilment and observance of the obligations in this Lease;
- (4) During the currency of this Lease the **Tenant** will not without the consent in writing of the **Landlord** cause permit or suffer to happen any of the following events:
 - (a) the removal replacement or retirement of the **Tenant** as sole trustee of the Trust;
 - (b) any alteration to or variation of the terms of the Trust;
 - (c) any advancement of distribution of capital of the Trust;

Title Reference [18338181]

- (d) any re-settlement of the trust property.

The **Tenant** further covenants with the **Landlord** that it will be an event of default under this Lease if the **Tenant** is guilty of any breach of trust in respect of the Trust or ceases to be the sole trustee of the Trust or otherwise suffers removal replacement or retirement as trustee of the Trust.

19. **GUARANTEE AND INDEMNITY**

19.1 **IN CONSIDERATION** of the **Landlord** at the request of the **Guarantor** entering into this Lease with the **Tenant** the **Guarantor** covenants and agrees with the **Landlord** that:

- (1) it will be liable jointly and severally with the **Tenant** for the due and punctual payment of all **Rent** and other moneys to be paid by the **Tenant** under this Lease and for the due performance and observance by the **Tenant** of all the covenants terms and conditions of this Lease on the part of the **Tenant** to be performed and observed;
- (2) the **Guarantor** indemnifies the **Landlord** from and against all losses damages costs and expenses which the **Landlord** may suffer or incur in consequence of any breach or nonobservance of any of the covenants terms and conditions of this Lease on the part of the **Tenant** to be performed or observed and the **Guarantor** agrees that it will remain liable to the **Landlord** under this indemnity notwithstanding as a consequence of any breach or nonobservance the **Landlord** has exercised any of its rights under this Lease including its rights of re-entry and notwithstanding that the **Tenant** (being a corporation) may be wound up or dissolved or (being a natural person) may be declared bankrupt and notwithstanding that the guarantee given by the **Guarantor** may for any reason be unenforceable either in whole or in part;
- (3) on any default or failure by the **Tenant** to observe and perform any of the covenants terms and conditions of this Lease the **Guarantor** will immediately on demand by the **Landlord** pay all **Rent** and other moneys and make good to the **Landlord** all losses damages costs and expenses sustained or incurred by the **Landlord** by reason or in consequence of any default in performing or observing any of the covenants terms and conditions of this Lease and the **Guarantor** will also pay to the **Landlord** interest at the Stipulated Rate from the time of any **Rent** or other moneys respectively falling due to the date of payment added without the necessity of any prior demand having been made on the **Tenant**;
- (4) the liability of the **Guarantor** under this guarantee and indemnity will not be affected by the granting of time or any other indulgence to the **Tenant** or by any assignment or purported assignment of the interest of the **Tenant** under this Lease or by the compounding compromise release abandonment waiver variation or renewal of any of the rights of the **Landlord** against the **Tenant** or by any variation of this Lease or by the filling-up of this Lease by the **Landlord** or its solicitors under the terms of any agreement for lease or by any neglect or omission to enforce those rights or by any other thing which under the law relating to sureties would or might but for this provision release the **Guarantor** in whole or in part from its obligations under this guarantee and indemnity;
- (5) notwithstanding that as between the **Guarantor** and the **Tenant** the **Guarantor** may be a surety only, nevertheless as between the **Guarantor** and the **Landlord** the **Guarantor** is deemed to be a primary debtor and contractor jointly and severally with the **Tenant**;
- (6) to the fullest extent permitted by law the **Guarantor** hereby waives such of its rights as surety or indemnifier (legal equitable statutory or otherwise) as may at any time be inconsistent with any of the provisions of this guarantee and indemnity;
- (7) the covenants and agreements made by the **Guarantor** are not conditional or contingent in any way or dependent upon the validity or enforceability of the covenants and agreements of any other person and remain binding notwithstanding that any other person does not execute this Lease or this guarantee and indemnity;
- (8) the obligations of the **Guarantor** under this guarantee and indemnity continue until all **Rent** and other moneys payable under this Lease have been paid and until all other obligations and indemnities have been performed observed and satisfied and those obligations will not be reduced or affected by any notice to quit given by either **Party** to this Lease or the death insolvency liquidation or dissolution of the **Tenant** or the **Guarantor** or either of them;
- (9) the **Guarantor** does not execute this guarantee and indemnity as a result of or by reason of any promise representation statement information or inducement of any nature or kind given or offered to the **Guarantor** by the **Landlord** or on the **Landlord's** behalf whether in answer to any enquiry by or on behalf of the **Guarantor** or not and (except as provided in this guarantee and indemnity) the **Tenant** was not prior to the

Title Reference [18338181]

execution of this guarantee and indemnity by the **Guarantor** and is not subsequently under any duty to disclose to the **Guarantor** or to do or execute any act matter or thing relating to the affairs of the **Tenant** or its transactions with the **Landlord**;

- (10) in the event of the **Tenant** during the term of this **Lease** entering into liquidation (or being a person, entering into bankruptcy) and the liquidator or trustee in bankruptcy disclaiming this **Lease**, or if the **Tenant** should be dissolved, the **Guarantor** will accept from the **Landlord** a lease of the **Premises** for a term equal in duration to the residue remaining unexpired of the term of this **Lease**, the new lease to contain the same **Tenant's** and **Landlord's** covenants respectively and the same provisos and conditions in all respects (including the proviso for re-entry) as are in this **Lease** contained together with such other covenants provisos and conditions as the **Landlord** may reasonably require and on the execution by the **Landlord** of the further lease the **Guarantor** will pay all costs of the further lease (including all costs of and incidental to the preparation execution and stamping of the lease and all stamp duty and registration fees) and will immediately execute and deliver to the **Landlord** the lease in triplicate;
- (11) in the event of a further lease of the **Premises** being granted by the **Landlord** to the **Tenant** (including to any successors of the **Tenant** or to its permitted assigns) consequent upon the exercise of any option to renew contained in this **Lease** or in the event of the **Landlord** granting to the **Tenant** any extension of the term of this **Lease**, then this guarantee and indemnity will be deemed to extend to the further lease or the extension of the term as the case may be and will be read and construed as if the further lease were this **Lease** and the tenant holding under it were the **Tenant** referred to in this **Lease**;
- (12) all notices or demands to be given or made to or upon the **Guarantor** will be deemed to be duly given and served on the **Guarantor** if signed by the **Landlord** or the solicitors for the **Landlord** or if the **Landlord** is a corporation then by any officer of the corporate **Landlord** or the solicitors for the corporate **Landlord** and delivered to the **Guarantor** (or if there is more than one **Guarantor** then to any one or more of them) personally or if the **Guarantor** is a corporation then to any person at its registered office or principal place of business in this **State** or if left at the last known place of business or abode of the **Guarantor** or if left at or sent to the **Guarantor** through the post in a prepaid envelope addressed to the **Guarantor** at the address (if any) of the **Guarantor**. A notice or demand which is posted will be deemed to have been served on the **Guarantor** on the day following the date of posting;
- (13) in the event of the invalidity of any part or provision of this guarantee and indemnity that invalidity will not affect the validity or the enforceability of any other part or provision of this guarantee;
- (14) where there is more than one person or corporation which together constitute the **Guarantor** to this **Lease**, the obligations and liabilities of each of those persons or corporation are joint and several;
- (15) this guarantee takes effect forthwith upon its execution and continues to be of full effect whether or not the **Lease** is subsequently registered in the Department of Natural Resources. References to this **Lease** include any equitable lease agreement for lease or periodic tenancy arising upon execution or acceptance by the **Tenant** of the instrument to which this guarantee is annexed;
- (16) in the event of the **Landlord** transferring the **Land** or otherwise assigning the **Landlord's** rights and obligations as **Landlord** under this **Lease** the **Landlord's** rights under this guarantee (whether or not there is any express assignment of the rights) will be deemed to be assigned to the owner from time to time of the **Land** or other assignee of the **Landlord's** rights and obligations.

SIGNED SEALED AND DELIVERED by

JOSHUA LEE SHOOTER as Guarantor this

19th day of February 2018 in the presence of:



.....

 (Dec 5 2018)
.....
A Justice of the Peace/Solicitor/Commissioner for Declarations

Deborah Kaye Davis
.....
(full name to be printed)

Title Reference [18338181]

SIGNED SEALED AND DELIVERED by

JOANNE LINDA BENNETT as Guarantor this

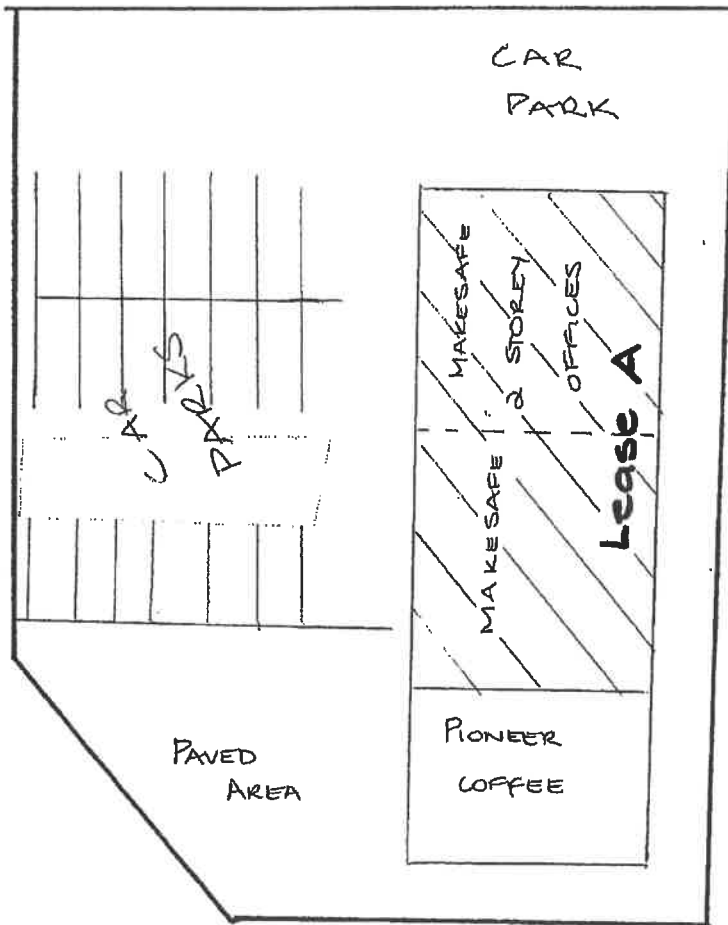
19th day of February 2018 in the presence of:


.....

 D. Davis CDec 58082
.....
A Justice of the Peace/Solicitor/Commissioner for Declarations

Deborah Kaye Davis
.....
(full name to be printed)

Title Reference [18338181]



Dealing Number



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Mortgagee's Australian Credit Licence (if any)

1. Type/Dealing No of Instrument/Document being amended

Type of Instrument/Document LEASE
Dealing Number

Lodger (Name, address, E-mail & phone number)
Bradley & Bray Solicitors
1st Floor, 15 Ann Street
Nambour QLD 4560
Tel: (07) 5441 1400 Ref: DKD:180334
Email: info@bradleybray.com.au

Lodger Code
005

2. Lot on Plan Description

LOT 10 ON CP Y16434

Title Reference

18338181

3. Grantor/Mortgagor/Lessor

R & K WERCHON INVESTMENTS PTY LTD ACN 100 304 596 AS TRUSTEE UNDER INSTRUMENT 710257028

4. Grantee/Mortgagee/Lessee

J.L. SHOOTER PTY LTD ACN 113 980 608

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

Expiry date: 25/06/2020

Option/s#: 2 years

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 and attached schedule.

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

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

Witnessing Officer

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

R & K WERCHON INVESTMENTS PTY LTD
ACN 100 304 596

Director

14/8/18
Execution Date

Director

Grantor's/Mortgagor's/Lessor's Signature

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

Witnessing Officer

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

J.L. SHOOTER PTY LTD ACN 113 980 608

Director

13/7/18
Execution Date

Director

Grantee's/Mortgagee's/Lessee's Signature

Title Reference [18338181]

This is the Schedule referred to in the Form 13 Amendment between R & K WERCHON INVESTMENTS PTY LTD ACN 100 304 596 AS TRUSTEE UNDER INSTRUMENT 710257028 and J.L. SHOOTER PTY LTD ACN 113 980 608

PARTIES

R & K WERCHON INVESTMENTS PTY LTD ACN 100 304 596 of Lot 8 Mons Road, Forest Glen in the State of Queensland ("Lessor")

AND:

J.L. SHOOTER PTY LTD ACN 113 980 608 of "Noosa Central", Suite 12, Level 1, 6 Bottlebrush Avenue, Noosa Heads in the State of Queensland ("Lessee")

AND:

JOANNE LINDA BENNETT and JOSHUA LEE SHOOTER of 75-79 Old Coach Way, Ninderry in the State of Queensland ("Guarantor")

INTRODUCTION

- A. By a lease dated 19th February, 2018 together with any deeds of assignment, covenant or extension (if any) in relation thereto ("the Lease") the Lessor agreed to let and the Lessee agreed to take the premises more particularly described in the Lease ("the Demised Premises") to be held by the Lessee as tenant for the term at the rent and subject to the covenants contained in the Lease.
- B. The Lessor has agreed to lease and the Lessee has agreed to take the Demised Premises for a further term at the rent and subject to the covenants contained in this Agreement.
- C. The Lessee has exercised their option contained in Clause 15 of the Lease.
- D. The Guarantor wants to extend the operation of the guarantee contained in the Lease ("the Deed of Guarantee") in favour of the Lessor for the further term.
- E. The Lessor and the Lessee have agreed to amend the Lease as provided in Paragraph 4 below.

IT IS COVENANTED AND AGREED

1. Extension of Term

In consideration of the rent reserved by this Agreement and the covenants contained in this Agreement the Lessor hereby leases the Demised Premises to the Lessee to be held by the Lessee as tenant for a further term of TWO (2) YEARS commencing notwithstanding the date hereof on 26th June, 2018 at the annual rent of FIFTY-FOUR THOUSAND FOUR HUNDRED AND TWENTY-FOUR DOLLARS AND EIGHTY CENTS (\$54,424.80) plus GST payable monthly in advance by equal instalments of FOUR THOUSAND FIVE HUNDRED AND THIRTY-FIVE DOLLARS AND FORTY CENTS (\$4,535.40) plus GST on the same terms as those contained in the Lease with such variations and modifications as are effected by this Agreement.

2. Performance of Lease

The Lessor and the Lessee covenant to perform and observe during the further term granted by this Agreement all the covenants agreements and conditions contained in the Lease and which are on their respective parts required to be performed and observed.

3. Lease to be Binding as Varied

Subject only to any variations contained in this Agreement and such other alterations (if any) as may be necessary to make the Lease consistent with this Agreement the Lease remains in full force and effect and is to be read and construed and be enforceable as if the terms of this Agreement were inserted in it by way of addition or substitution

Title Reference [18338181]

as the case may be. Wherever the terms and conditions of this document conflict with the terms and conditions of the Lease the terms of this document shall prevail.

4. **Variation of Lease**

The Lessor and the Lessee do hereby agree to amend and vary the Lease as and from 26th June, 2018 as follows:-

(a) Item 6 of the Form 7 Lease shall be read and construed as follows:

6. Term of lease

Commencement date: 26/06/2018

Expiry date: 25/06/2020

Options: 2 years"

(b) Item 2 of the Reference Schedule to the Lease shall be read and construed as follows:

"Item 2 **Rent:** \$54,424.80 per annum plus GST"

(c) Item 3 of the Reference Schedule to the Lease shall be read and construed as follows:

"Item 3 **Review Dates (CPI/Market/Fixed)**

(a) **CPI Review Dates** 26 June, 2019; 26 June, 2021

(b) **Market Review Dates** 26 June, 2020

(c) **Fixed Increase Dates** NOT APPLICABLE

(i) Fixed Increase Dates

(ii) Fixed Increase Percentage"

(d) Item 8 of the Reference Schedule to the Lease shall be read and construed as follows:

"Item 8: **Option Term**

2 years"

5. **Costs**

The Lessee will pay the costs of and incidental to the preparation and execution of this Agreement and any ancillary documents.

6. **Guarantor's Consent**

The Guarantor hereby requests and consents to the further term and to every variation to the Lease contained in this Agreement or which is necessary to make the Lease consistent with this Agreement and the Guarantor agrees that its liability under the Deed of Guarantee will continue throughout the further term and will not be affected or discharged by the further term and/or any variation.

7. **Interpretation**

In this Agreement except where inconsistent with the context:

"**the Guarantor**" means in the case of a corporation the Guarantor its successors and assigns and in the case of a natural person that person and the executors administrators and assigns of that person or if more than one those persons their and each of their respective executors administrators and assigns;


"**the Lessee**" means in the case of a corporation the Lessee its successors and permitted assigns and in the case of a natural person that person and the executors administrators and permitted assigns of that person or if more than one person those persons their and each of their respective executors administrators and permitted assigns;

Title Reference [18338181]

"the Lessor" means in the case of a corporation the Lessor its successors and assigns and in the case of a natural person that person and the executors administrators and assigns of that person or if more than one person those persons their and each of their respective executors administrators and assigns.

EXECUTED AS A DEED


SIGNED SEALED AND DELIVERED by **JOANNE LINDA BENNETT** as Guarantor in the presence of:


.....

W. Deun CDec 58082

A Justice of the Peace/Solicitor/Commissioner for Declarations

SIGNED SEALED AND DELIVERED by **JOSHUA LEE SHOOTER** as Guarantor in the presence of:


.....

W. Deun CDec 58082

A Justice of the Peace/Solicitor/Commissioner for Declarations