

Bostock & Frazer

lawyers

31 March 2020

Our Contact: Helen Frazer / Kristie-Lee Rowell
Our Ref: HAF:KLR:20141431
Your Ref:

Peter Britnell
1/52 Fulcrum Street
RICHLANDS QLD 4077

Dear Peter

BARRY ROBERT WARDEN AND MAIRE ANN WARDEN TRUSTEE UNDER INSTRUMENT NO. 716250918 AND BLUE PEARL BAY PTY LTD ACN 085 879 885 TRUSTEE UNDER INSTRUMENT NO. 716250918 LEASE TO LINK TRADING (QLD) PTY LTD ACN 010 049 037 PREMISES: 1/52 FULCRUM STREET, RICHLANDS

We refer to the above matter and to previous correspondence. Please find **enclosed** copies of the following:

1. Form 13 Amendment dated 10 February 2020; and
2. Registration Confirmation Statement.

We confirm a certified copy of the amendment has been placed in our safe custody.

We note the following important terms of the Lease:

Commencement Date	22 December 2019
Expiry Date	21 December 2024
Rent	\$70,493.40 per annum plus GST
Index Review Dates	22 December 2020, 22 December 2021, 22 December 2022 and 22 December 2023
	If the first option is exercised then 22 December 2025, 22 December 2026, 22 December 2027 and 22 December 2028

	If the second option is exercised then 22 December 2030, 22 December 2031, 22 December 2032 and 22 December 2033
--	--

Market review	If the first option is exercised then 22 December 2024
	If the second option is exercised then 22 December 2029

Option	2 x 5 years
--------	-------------

If the tenant wishes to exercise the first option contained in the lease, it must do so between 22 June 2024 and 21 September 2024.

This now concludes our involvement in this matter. We look forward to being of assistance to you in the future.

Yours faithfully
BOSTOCK & FRAZER LAWYERS

Suite 1402 Lvl 4 Tower One Southport Central 56 Scarborough Street Southport Qld 4215

Postal Address: PO Box 10476 Southport Qld 4215

t: +61 7 55 286 840 f: +61 7 55 286 850 e: info@bostockfrazer.com.au

Liability Limited by a Scheme approved under Professional Standards Legislation

Dealing Number



OFFICE USE ONLY

Privacy Statement

Collection of information from this form is authorised by legislation and is used to maintain publicly searchable records. For more information, see the Department's website.

Mortgagee's Australian Credit Licence (if any)

1. Type/Dealing No of Instrument/Document being amended	Lodger (Name, address, E-mail & phone number)	Lodger Code
Type of Instrument/Document LEASE		GC049
Dealing Number 716330253		

2. Lot on Plan Description	Title Reference
LOT 1 ON BUP105794	50171079

3. Grantor/Mortgagor/Lessor
BARRY ROBERT WARDEN AND MAIRE ANN WARDEN TRUSTEE UNDER INSTRUMENT NO. 716250918
BLUE PEARL BAY PTY LTD A.C.N. 085 879 885 TRUSTEE UNDER INSTRUMENT NO. 716250918

4. Grantee/Mortgagee/Lessee
LINK TRADING (QLD) PTY LTD A.C.N. 010 049 037

5. Amendment of Lease Details (Only to be completed for an amendment of the term and/or option of lease)
Expiry date: 21 / 12 / 2024 AND/OR Event:
Option/s#: 2 X 5 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~~; *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 the Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

Execution Date / / Grantor's/Mortgagor's/Lessor's Signature

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

LINK TRADING (QLD) PTY LTD ACN 010 049 037

Director

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

10 / 02 / 2020 Execution Date Grantee's/Mortgagee's/Lessee's Signature
Director

Title Reference [50171079]

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]
..... signature
ALISON ANNE KATHMAN (full name)
..... full name
JP (Qual)
..... qualification

Witnessing Officer
(Witnessing officer must be in accordance with Schedule 1
of the Land Title Act 1994 eg Legal Practitioner, JP, C Dec)
[Stamp: QUEENSLAND TITLES REGISTRY & ATTORNEY GENERAL, 51415]

BARRY ROBERT WARDEN

[Signature]
..... Grantor's/Mortgagor's/Lessor's Signature

16/01/2020
Execution Date

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]
..... signature
ALISON ANNE KATHMAN (full name)
..... full name
JP (Qual)
..... qualification

Witnessing Officer
(Witnessing officer must be in accordance with Schedule 1
of the Land Title Act 1994 eg Legal Practitioner, JP, C Dec)
[Stamp: QUEENSLAND TITLES REGISTRY & ATTORNEY GENERAL, 51415]

MAIRE ANN WARDEN

[Signature]
..... Grantor's/Mortgagor's/Lessor's Signature

16/01/2020
Execution Date

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

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

BLUE PEARL BAY PTY LTD A.C.N. 085 879 885
Sole Director/Secretary

[Signature]
..... Grantor's/Mortgagor's/Lessor's Signature
10/1/20
Execution Date

Title Reference [50171079]

PARTICULARS

Item 1 LEASE

Lease means the Form 7 Lease dated 5 December 2014 between the Lessor and the Lessee.

Item 2 PREMISES

Means the premises located at Unit 1, 52 Fulcrum Street, Richlands in the State of Queensland more particularly known as Lot 1 on Building Unit Plan 105794, Title Reference 50171079.

Whereas

- A The Lessor leases the Premises to the Lessee in accordance with the Lease.
- B The parties have agreed to vary the Lease on the terms set out in this document

AGREED TERMS

1. DEFINED TERMS AND INTERPRETATION

In this agreement, unless the contrary intention appears:

- (a) headings are for ease of reference only and do not affect the meaning of this agreement;
- (b) the singular includes the plural and vice versa and words importing gender include other genders;
- (c) other grammatical forms of defined words or expressions have corresponding meanings;
- (d) a reference to a clause, paragraph, schedule or annexure is a reference to a clause or paragraph of or schedule or annexure to this agreement and a reference to this agreement includes any schedules and annexures;
- (e) a reference to a document or agreement, including this agreement, includes a reference to that document or agreement as novated, altered or replaced from time to time;
- (f) a reference to "A\$", "\$A", "dollar" or "\$" is a reference to Australian currency;
- (g) a reference to a specific time for the performance of an obligation is a reference to that time in the State, Territory or other place where that obligation is to be performed;
- (h) a reference to a party includes its executors, administrators, successors and permitted assigns;
- (i) words and expressions importing natural persons include partnerships, bodies corporate, associations (whether incorporated or not), government and governmental, semi-governmental and local authorities or agencies;
- (j) a reference to any legislation or statutory instrument or regulation is construed in accordance with the *Acts Interpretation Act* 1901 (Cth) or the equivalent State legislation, as applicable;
- (k) words and expression defined in the *Corporations Act* 2001 (Cth) as at the date of this agreement have the meanings given to them in the *Corporations Act* 2001 at that date; and

Title Reference [50171079]

- (l) a reference to writing includes typewriting, printing, lithography, photography and any other method of representing or reproducing words, figures or symbols in a permanent and visible form.

2. VARIATION

2.1 The parties hereby agree that the Lease is varied from 22 December 2019 by:

- (a) Deleting and replacing Item 6 of the Form 7 with:

Commencement Date: 22 / 12 / 2019

Expiry Date: 21 / 12 / 2024

Options: 2 x 5 years

- (b) By deleting the Reference Data located on pages 3 and 4 therein and replacing it with the following table:

REFERENCE SCHEDULE

Item 1 (definition of Rent in clause 1.1 and clause 2)	Rent (first Lease Year) \$70,493.40 plus goods and services tax
Item 2 (clause 3.1)	Dates and amounts or percentages of fixed rent increases not applicable
Item 3 (definition of CPI Adjustment Dates in clause 3.2)	CPI Adjustment Dates 22 December 2020 22 December 2021 22 December 2022 22 December 2023 If First Option Term is exercised 22 December 2025 22 December 2026 22 December 2027 22 December 2028 If Second Option term is exercised 22 December 2030 22 December 2031 22 December 2032 22 December 2033
Item 4 (definition of Market Review Date in clause 1.1 and clause 3.3)	Market Review Dates If First Option Term is exercised, then 22 December 2024 If Second Option Term is exercised, then 22 December 2029

Title Reference [50171079]

Item 5 (Definition of Agreed Proportion in clause 1.1 and clause 4.1)	Agreed Proportion 100%
Item 6 (Definition of Permitted Use in clause 1.1 and clause 8.1)	Permitted Use Commercial/Industrial Warehouse and Office
Item 7 (address for notices in clause 19.1)	Landlord's address for notices: Unit 1/52 Fulcrum Street, Richlands Qld 4077 Tenant's address for notices: Unit 1/52 Fulcrum Street, Richlands Qld 4077
Item 8 (further term in clause 22)	Option Terms First Option Term – 5 years commencing on 22 December 2024 Second Option Term – 5 years commencing on 22 December 2029
Item 9 (Guarantee at clause 23)	Guarantors Not applicable
Item 10 (Clause 26)	Security Amount Not applicable

2.2 The parties agree that all other terms and conditions remain in full force and effect

3. REGISTRATION OF VARIATIONS

3.1 If the Lease is registered or is to be registered then this Amendment to Lease shall be registered and the parties must sign all documents and do all acts reasonably necessary to enable this to occur.

4. GENERAL PROVISIONS

4.1 Governing Law and Jurisdiction

This Deed shall be governed by and construed in accordance with the laws of the State of Queensland and the parties irrevocably submit to the non-exclusive jurisdiction of the Courts of Queensland and all appellate Courts.

4.2 Severability

If any term of this Deed is legally unenforceable or made inapplicable, it shall be severed or read down, but so as to maintain (as far as possible) all other terms of this Deed (unless to do so would change the underlying principal commercial purposes of this Deed).

4.3 Entire Deed

Subject to anything to the contrary in this Deed, this Deed contains all the contractual arrangements of the parties with respect to the transactions to which it relates.

4.4 Confidentiality

This Deed and all matters and things connected with and related to this Deed and its performance are confidential and no party shall disclose them to any other person without the prior written consent of the other party except where such disclosure is:

Title Reference [50171079]

- (a) to its legal advisers, financial advisors or bankers (and then only if the recipient agrees prior to receipt to keep the information confidential);
- (b) required by any applicable law.

4.5 Variation

This Deed shall not be modified, amended or supplemented except by an instrument in writing duly executed by the parties.

4.6 Merger

Notwithstanding termination of this Deed, any clause which is capable of taking effect after termination shall remain in full force and effect.

4.7 Assignment

The rights and obligations of each party under this Deed are personal. They cannot be assigned, charged or otherwise dealt with and no party shall attempt or purport to do so, without the prior written consent of all the parties.

4.8 Further Assurances

Each party shall take all steps, execute all documents and do everything reasonably required by the other party to give effect to any of the transactions contemplated by this Deed.

4.9 Costs

The Lessee will pay its own and the Lessor's costs arising out of the preparation, negotiation and execution of this Deed.

4.10 Waivers, Remedies Cumulative

No failure to exercise and no delay in exercising any right, power or remedy under this Deed operates as a waiver. Nor does any single or partial exercise of any right, power or remedy preclude any other or further exercise of that or any other right, power or remedy.

The rights, powers and remedies given to the parties under this Deed are in addition to, and do not exclude or limit, any right, power or remedy provided by Law.

REGISTRATION CONFIRMATION STATEMENT

NATURAL RESOURCES, MINES AND ENERGY, QUEENSLAND

Title Reference : 50171079

This is the current status of the title as at 12:25 on 25/02/2020

REGISTERED OWNER	Interest
Dealing No: 716250918 12/01/2015	
BARRY ROBERT WARDEN MAIRE ANN WARDEN TRUSTEE UNDER INSTRUMENT NO.716250918	1/2
BLUE PEARL BAY PTY LTD A.C.N. 085 879 885 TRUSTEE UNDER INSTRUMENT NO.716250918	1/2

AS TENANTS IN COMMON

ESTATE AND LAND

Estate in Fee Simple

LOT 1 BUILDING UNIT PLAN 105794
Local Government: BRISBANE CITY
COMMUNITY MANAGEMENT STATEMENT 15146

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by Deed of Grant No. 10821019 (POR 368)
2. LEASE No 716330253 24/02/2015 at 15:13
LINK TRADING (QLD) PTY LTD A.C.N. 010 049 037
OF THE WHOLE OF THE LOT
TERM: 22/12/2014 TO 21/12/2019 OPTION 5 YEARS
3. AMENDMENT OF LEASE No 719911932 20/02/2020 at 13:51
LEASE: 716330253
TERM: 22/12/2014 TO 21/12/2024 OPTION 5 YEARS

ADMINISTRATIVE ADVICES - NIL
UNREGISTERED DEALINGS - NIL

DEALINGS REGISTERED

719911932 AMEND LEASE

Caution - Charges do not necessarily appear in order of priority

** End of Confirmation Statement **

EV Dann
Registrar of Titles and Registrar of Water Allocations