

Dealing Number



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

Type of Instrument/Document Lease
Dealing Number

Lodger (Name, address, E-mail & phone number)

McCarthy Durie Lawyers
PO Box 178 Cleveland QLD 4163
Cleveland QLD 4163
Tel: 07 3370 5100
173188:BMD

Lodger
Code

BE223A

2. Lot on Plan Description

Lot 1 on SP 138672

Title Reference

50347604

3. Grantor/Mortgagor/Lessor

A.A. ANTHONY PTY LTD ACN 058 351 483 AS TRUSTEE UNDER INSTRUMENT NO. 713323630

4. Grantee/Mortgagee/Lessee

BLAIR HAROLD CHAMBERS

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

Expiry date: 31/07/2020 AND/OR Event: NIL

Option/s*: ~~NIL~~ 1 x 3 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
Bruce Durie
..... full name
Solicitor
..... qualification

Witnessing Officer

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


..... signature
CASEY MAREE SCHWEITZER
..... full name
Commissioner for Declarations
Registration No. 122680
..... qualification


Witnessing Officer

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

Execution Date

11/05/2017
9.5.17.
Execution Date


Sole Director
AA ANTHONY PTY LTD ACN 058 351 483
Lessor's Signature


Blair Harold Chambers - Lessee's Signature

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BACKGROUND:

- A. By Lease (called "the Lease" and described in the Reference Schedule) the Lessor granted to the Original Lessee, SAS Cleveland Pty Ltd a Lease of the Premises for the original term set out in the Reference Schedule at the rent and subject to the covenants contained in the Lease.
- B. By transfer dated on or about 09/02/2017 the Original Lessee transferred its interest in the lease to Blair Harold Chambers ("the Lessee").
- C. The Lessee wishes to hereby renew the term of the lease and the Lessor (notwithstanding it has no obligation to do so) agrees to renew the term of the Lease for a further term of 3 years from the expiration of the term of the original Lease and to make some other variations to the terms of the Lease.
- D. The Lessor and Lessee also wish to record their agreement as to the rental to be paid by the Lessee to the Lessor for the renewed term as well as any modifications to the Lease which are necessary as a result of the renewed term.

THIS DEED EVIDENCES:

1. DEFINITIONS

- 1.1 **"Parties"** means each of the Lessor and Lessee and includes their personal representatives and successors in title depending on the context.
- 1.2 **"Party"** means either of the Lessor and Lessee and includes their personal representatives and successors in title depending on the context.
- 1.3 **"Original Lessee"** means the original Lessee set out in the Reference Schedule being the party to whom the Lessor originally granted the Lease in respect of the premises.
- 1.4 **"Variations"** means the variations to the Lease set out in the Reference Schedule to this document.

2. LEASE

- 2.1 The Lessor leases to the Lessee and the Lessee accepts a Lease of the premises for the renewed term on the terms and conditions set out in the Lease (as if restated in full in this document and the Lessee was nominated as the Lessee in the lease in lieu of *SAS Cleveland Pty Ltd A.C.N 164 853 315*) as varied by this document.

3. VARIATIONS

- 3.1 From the first day of the renewed term the Lease is varied by the variations set out in the Reference Schedule.

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4. LESSOR AND LESSEE COVENANTS

4.1 The Lessor and the Lessee covenant with each other that they will:

- 4.1.1** respectively perform and observe the covenants and stipulations contained in the Lease as if the same had been repeated in this Deed in full subject only to the modifications set out in the Deed.
- 4.1.2** pay each amount payable by the Parties under the Lease when due (including the rent reserved by the Lease as amended by the variations).

5. JOINT AND SEVERAL LIABILITY

- 5.1** This Deed shall bind the Lessor, Lessee and the Guarantors as well as their respective executors and administrators and successors in title.
- 5.2** This Deed shall bind each and every Lessor, Lessee and Guarantor jointly and severally.

6. LEGAL COSTS AND DUTY AND FEES

- 6.1** Subject to the provisions of The Retail Shop Leases Act (if applicable) the Lessor's solicitor's costs of preparation and completion of this Deed, any registration fees or mortgagee consent fees shall be paid by the Lessee.

7. GENERAL

7.1 Interpretation

In this Deed, where the context permits or unless otherwise provided:

- 7.1.1** Words importing the masculine, feminine or neuter gender shall include the other genders and words importing the singular shall include the plural.
- 7.1.2** Words denoting individuals or persons including body corporate and trust and vice a versa.
- 7.1.3** Headings are for convenience only and do not affect interpretation.
- 7.1.4** Reference to a clause, paragraph or schedule is a reference to a clause, paragraph or schedule of this Deed.
- 7.1.5** Reference to any document or agreement or deed includes reference to the document or agreement as amended, notated, supplemented, varied or replaced from time to time.

7.2 Severability

- 7.2.1** If any provision of this Deed shall be or be determined to be illegal, invalid, void or voidable the legality or validity of the remainder of this Deed will not be affected and will continue in full force and effect.

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7.3 Jurisdiction / Governing Law

- 7.3.1 This Agreement shall be governed by and construed in accordance with the Laws of Queensland.
- 7.3.2 The parties each irrevocably and unconditionally submit to the non exclusive jurisdiction of the Courts of Queensland whether State or Federal and each waives any immunity or any objection it may have to any action in those Courts and to a claim that any action has been brought in an inconvenient forum or to those Courts not having jurisdiction.

7.4 Counterpart

This Deed may be executed in a number of counterparts and all such counterparts taken together constitute one and the same Deed.

7.5 Further Assurances

Each party must do all things necessary to give full effect to this Deed and the transactions contemplated by this Deed.

**SCHEDULE / ENLARGED PANEL /
ADDITIONAL PAGE / DECLARATION**

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REFERENCE SCHEDULE

- ITEM 1 LEASE: Dated the 20 May 2015, commencing on 01/08/2014 and terminating on 31/07/2017.
- ITEM 2 PREMISES: Address: Shop 1, 123 Bloomfield Street, Cleveland
Title Reference 50347604
- ITEM 3 ORIGINAL TERM: 3 years
- ITEM 4 ORIGINAL LESSEE: *SAS CLEVELAND PTY LTD ACN 164 835 315*
- ITEM 5 RENEWED TERM: 3 years commencing on 01/08/2017 and terminating on 31/07/2020.
- ITEM 6 VARIATIONS: The Lease is varied from 01/8/2017 as follows:

1. **Item 3 of the Form 7 – Lessee:** is amended to read:

Blair Harold Chambers.
2. **Item 6 of the Form 7 – Term of Lease:** is amended to read:

Commencement Date: 01/08/2017
Expiry Date: 31/07/2020
Options: 1 X 3 years
3. **Items 2 and 3 of the Item Schedule – Term and Commencement:** are respectively amended to read:

Three (3) years; and
Commencing on 01/8/2017 and terminating on 31/07/2020.
4. **Item 4 of the Item Schedule – Rent:** is amended to read

\$33,853.87 (including GST) in the first year (\$2,821.15 pcm)
5. **Item 5 of the Item Schedule – Rent Reviews:** is amended to read:
 - (b) Review Date (Fixed): 01/08/2018, 01/08/2019 and if option exercised 01/08/2021, 01/08/2022;
 - (c) Market Review Date: 01/08/2020

**SCHEDULE / ENLARGED PANEL /
ADDITIONAL PAGE / DECLARATION**

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6. Item 7 of the Item Schedule – Option Term is amended to read:

Three (3) years commencing 01/08/2020

7. In all other respects the Lease shall remain unaltered except where necessary to give effect to the above variations.