

LANDS TITLES REGISTRATION  
OFFICE  
SOUTH AUSTRALIA

**MEMORANDUM OF EXTENSION OF  
LEASE**


FORM APPROVED BY THE REGISTRAR-GENERAL

**BELOW THIS LINE FOR OFFICE &  
STAMP DUTY PURPOSES ONLY**

Prefix
<b>EL</b>
Series
No.

**BELOW THIS LINE FOR AGENT USE ONLY**

CERTIFIED CORRECT FOR THE PURPOSES  
OF THE REAL PROPERTY ACT 1886




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Registered Conveyancer  
FRANCA MELINO [130272]

RevenueSA - Stamp Duty - ABN 19 040 349 865 ©

RevNetID/PRA Bundle No.: 135478243

Orig/Copy 1 of/with 2 copies

Consideration/Value/Security: \$           

SA Proportion (if applicable): \$           

SD Pd: \$            LTO Fees Pd: \$           

Int: \$            Pen/Add Tax: \$           

Signature: Whitlens Date: 17/8/16

AGENT CODE

Lodged by: Easton  
~~FM CONVEYANCING GROUP~~

Correction to: Easton  
~~FM CONVEYANCING GROUP~~ M660 ECG PA  
128 PAYNEHAM ROAD STEPNEY SA 5069

TITLES, CROWN LEASES, DECLARATIONS ETC. LODGED WITH  
INSTRUMENT (TO BE FILLED IN BY PERSON LODGING)

1. ....
2. ....
3. ....
4. ....

PLEASE ISSUE NEW CERTIFICATE(S) OF TITLE AS FOLLOWS

1. ....
2. ....
3. ....
4. ....

**DELIVERY INSTRUCTIONS** (Agent to complete)  
PLEASE DELIVER THE FOLLOWING ITEM(S) TO THE  
UNDERMENTIONED AGENT(S)

ITEM(S)	AGENT CODE

CORRECTION	PASSED
REGISTERED	
REGISTRAR-GENERAL	

DATED 1 July 2016

**EXECUTION**

Executed by the Lessee HUNGRY JACK'S PTY. LTD. HUNGRY JACK'S PTY. LTD. in accordance with section 127 of the Corporations Act 2001 By authority of the director(s)

*[Signature]*  
.....  
Director

**Ian Shelley Parker**  
.....  
Print Full Name

*[Signature]*  
.....  
Director/Secretary

**Paul David Cowper**  
.....  
Print Full Name



**SIGNED** by the Lessor

*[Signature]*  
.....

A. TSIMIKLIS

*[Signature]*  
.....

K. TSIMIKLIS

in the presence of:

*[Signature]*  
.....

Signature of WITNESS - Signed in my presence by the Transferor who is either personally known to me or has satisfied me as to his or her identity. A penalty of up to \$2000 or 6 months imprisonment applies for improper witnessing

**Franca Melino**

.....  
Print Full Name **128 Payneham Road**  
**Stepney SA 5069**  
.....  
Address **Registered Conveyancer**

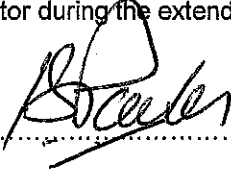
*83634481*  
.....

Business Hours Telephone No

\* NB: A penalty of up to \$2000 or 6 months imprisonment applies for improper witnessing.

**GUARANTOR'S ACKNOWLEDGEMENT**


The Guarantor **COMPETITIVE FOODS AUSTRALIA PTY LIMITED** (ACN 010 542 908) acknowledges that the obligations of the Lessee in the due performance and observance of the Lease continue to be guaranteed by the Guarantor during the extended period.



..... Director

**Ian Shelley Parker**

..... Print Name



..... Director/Secretary

**Paul David Cowper**

..... Print Name

This Extension of Lease does not contravene section 32 of the Development Act 1993.



7. On 2 July 2029 and 2039 the rent will be adjusted to an amount equal to 106% of the Rent payable for the 12 month immediately preceding that date.

8. **General**

- 8.1. The rent reviews pursuant to this Item shall take effect as at and from the relevant Review Dates.
- 8.2. The failure or neglect of the Lessor to initiate or require a determination of the new rental pursuant to this Item as at any relevant Review Date (in the absence of mutual agreement in writing between the Lessor and the Lessee that the Lessor shall not so initiate or require that determination) shall not prevent, impede or restrict the Lessor at any time after the due relevant Review Date for determination for the new rental to be determined as of and with effect from that date for that determination and any such failure or neglect or other fact or event in consequence of which the new rental is not determined on any such relevant Review Date shall not create an estoppel against the Lessor or otherwise prevent the Lessor from requiring the new rental to be determined as of and with effect from the due relevant Review Date.
- 8.3. If the new rental applicable as and from any relevant Review Date has not been agreed or determined by that date then pending agreement or determination of the new rental the Lessee shall pay the instalments of the annual rental at the rate applicable immediately prior to the relevant Review Date.
- 8.4. If the new rental applicable from any relevant Review Date has not been agreed or determined within 30 days after that date the Lessor shall be entitled to receive interest at the rate specified in clause 18.7 of this Lease from the Lessee calculated and adjusted on a daily basis on the balance of any instalments of rent due by the Lessee to the Lessor on or following the relevant Review Date as and from the date or respective dates on which those instalments fell due at the new rate subsequently agreed or determined, that interest to be paid in the manner provided in clause 6.5 of this Item contemporaneously with the payment of the balance due to the Lessor.
- 8.5. The stipulations relating to the time, method and manner of payment of rent set out in the Panel entitled 'RENT AND MANNER OF PAYMENT (OR OTHER CONSIDERATION)' shall apply to the annual rental agreed or determined in accordance with the provisions of this Item.

- B. The parties affirm that save to the extent set out above, the terms and conditions of the Lease will continue in full force and effect.
- C. The Lessee proposes to undertake certain improvements ("the Lessee's Works") to the property details of which have been presented to the Lessor. The Lessor consents to the Lessee's Works and grants a one month rent free period upon commencement of the Lessee's Works and one further month's rent free period on the anniversary of the completion of the Lessee's Works.
- D. Each party will bear their own costs for the the preparation of this Extension of Lease. The Lessee will pay any costs associated with the consent and registration of this Extension of Lease.

## VARIATIONS

A. The Lessor and the Lessee agree to vary the terms and conditions of the Lease as set out below:

1. Item 2 of the Reference Schedule is removed and replaced with the following:

"Item 2 Lessor ANDREAS TSIMIKLIS and KONSTANTINA TSIMIKLIS both of 14 Lancaster Avenue Fulham Gardens SA 5024"

2. Item 7 is removed and replaced with the following:

"Options of Renewal

6 further terms as follows:

- |                              |                |                             |
|------------------------------|----------------|-----------------------------|
| a) First right of renewal -  | Five (5) Years | 2 July 2014 to 1 July 2019  |
| b) Second right of renewal - | Five (5) Years | 2 July 2019 to 1 July 2024  |
| c) Third right of renewal    | Five (5) Years | 2 July 2024 to 1 July 2029  |
| d) Fourth right of renewal   | Five (5) Years | 2 July 2029 to 1 July 2034  |
| e) Fifth right of renewal    | Five (5) Years | 2 July 2034 to 1 July 2039  |
| f) Sixth right of renewal    | Five (5) Years | 2 July 2039 to 1 July 2044" |

3. Item 8 is removed and replaced with the following:

"Item 8 Final Expiry Date

1 July 2044"

4. Item 10 is removed and replaced with the following:

"Item 10 Rent Review Dates  
on 2 July in 2003-2043 inclusive"

5. Item 11 is removed and replaced with the following:

"Item 11 Rent Review Amount

The annual rental reserved by this Lease shall be reviewed as at and from each Review Date in the manner appearing in this annexure (disregarding any allowances or concessions).

1. On 2 July in 2003, 2004, 2005, 2006 and 2007, the rent will be adjusted to an amount equal to 103.5% of the Rent payable for the 12 month immediately preceding that date;
2. On 2 July in 2008, the rent will be adjusted to an amount equal to 105% of the Rent payable for the 12 month immediately preceding that date;
3. On 2 July in 2009, 2010, 2011, 2012 and 2013, the rent will be adjusted to an amount equal to 103.5% of the Rent payable for the 12 months immediately preceding that date;
4. On 2 July 2014 (being the commencement of the first option period), the rent will be adjusted to an amount equal to 105% of the Rent payable for the 12 month immediately preceding that date;
5. On 2 July 2015, 2016, 2017, 2018, 2020, 2021, 2022, 2023, 2025, 2026 2027, 2028, 2030, 2031, 2032 2033, 2035, 2036, 2037, 2038, 2040, 2041, 2042 and 2043 the rent will be adjusted to an amount equal to 103% of the Rent payable for the 12 month immediately preceding that date;
6. On 2 July 2019, 2024 and 2034 the rent will be adjusted to an amount equal to 105% of the Rent payable for the 12 month immediately preceding that date;

MEMORANDUM OF EXTENSION OF LEASE

LEASE BEING EXTENDED

9383870

CERTIFICATE(S) OF TITLE OVER WHICH LEASE IS REGISTERED

The whole of the land comprised in Certificates of Title Register Book Volume 5939 Folios 232 and 233

LESSOR (Full name and address)

ANDREAS TSIMIKLIS and KONSTANTINA TSIMIKLIS both of 14 Lancaster Avenue Fulham Gardens SA 5024

LESSEE (Full name and address)

HUNGRY JACK'S PTY LTD (ACN 008 747 073) of Level 6, 100 William Street, Woolloomooloo NSW 2011

CONSIDERATION (Words and figures)

AGREEMENT THAT THE LEASE BE RENEWED.

FOR THE ABOVE CONSIDERATION THE TERM OF THE ABOVE MEMORANDUM OF LEASE SHALL BE EXTENDED:

TERM

COMMENCING ON 2 JULY 2019

AND

EXPIRING ON 1 JULY 2024

UPON THE SAME TERMS AND CONDITIONS AS ARE EXPRESSED OR IMPLIED IN THE ABOVE MEMORANDUM OF LEASE EXCEPT WITH THE VARIATIONS FOLLOWING: (See page 2)

CONSENTS

BENDIGO & ADELAIDE BANK LTD (ACN 068 049 178) Mortgagee by virtue of Memorandum of Mortgage Nod 11783795 hereby consent to the within Extension of Lease:

EXECUTED by BENDIGO AND ADELAIDE BANK LIMITED ACN 11 068 049 178 by being signed by Attorneys both of 114 Brisbane St, IPSWICH, QLD 4305

who certify that they are the TEAM MANAGER - LOAN SERVICES LOAN SERVICES OFFICER respectively for the time being of the Company under the Power of Attorney dated 9 April 2009, registered in dealing number PA100471-5 in the presence of:

Attorney signatures and names

Signature of WITNESS: Signed in my presence by two attorneys who are either personally known to me or have satisfied me as to their identity.

MILLEN MARGRETHE KOCH

Print Full Name of Witness (BLOCK LETTERS) Address of Witness 114 Brisbane St, IPSWICH, QLD 4305 Business hours Telephone No. 1300 850 807