

THIS DEED is made the 21st day of July 2021

BETWEEN: P & S FLEMING SUPER PTY LTD ACN 161 685 025 TRUSTEE UNDER DOCUMENT 714883757 ("the Lessor")

of the First Part

AND: WORKWAYS AUSTRALIA LIMITED ABN 50 957 582 595 ("the Lessee")

of the Second Part

RECITALS:-

- (a) The Lessor leased to the Lessee, pursuant to a Lease dated 1 April 2018 ("the initial Lease"), the whole of the land described as Lot 47 on CPMPH 13990 contained within Title Reference No 17780138 ("the demised Premises") for a term of three (3) years which commenced on 1 April 2018 and which expired on 31 March 2021 at the rentals set out therein;
- (b) The Lessor has mistakenly been described as "Peter James Fleming and Sonia Sharee Fleming as trustee of P & S Superannuation Fund" on the initial Lease and the parties acknowledge the correct Lessor is "P & S Fleming Super Pty Ltd ACN 161 685 025 trustee under document 714883757";
- (c) The Lessee has exercised the renewal option provided for in Clause 16 of the initial Lease for a further term of three (3) years commencing on 1 April 2021 and expiring on 31 March 2024 ("the renewed term") and the Lessor has agreed to grant such renewed term subject to the payment by the Lessee of the varied rental hereinafter mentioned and subject to such further variations (if any) as are hereinafter stated;
- (d) The Lessor and the Lessee have agreed that the further renewed term shall be evidenced by means of this Deed in lieu of the parties entering into a fresh Lease.

THE PARTIES HAVE AGREED AS FOLLOWS:

1. The Lessor hereby leases to the Lessee the demised Premises for the renewed term at the yearly rental as specified in Clause 2 hereof, and otherwise on the terms and conditions contained in the initial Lease except where such terms and conditions are inconsistent with or expressly varied by the terms and conditions of this Deed.
2. The rental for the first year of the renewed term (i.e. 1 April 2021 to 31 March 2022) shall be payable in the sum of \$102,004.20 per annum plus GST.
3. At the commencement of each of the second and third years of the renewed term the rental shall be increased by a fixed 3% annually in accordance with the provisions contained in Item 10(c) of Schedule A of the Lease. The provisions of Item 10(c) of Schedule A of the Lease shall, with all necessary modifications (if any), apply in respect of the calculation of rental for each of the second and third lease years of the renewed term.
4. The Lessor and the Lessee have agreed to vary the terms, conditions and covenants of the Initial Lease by varying same as follows:-
 - (a) Delete the numerals "31/03/2021" and replace with "31/03/2024" at Item 6 of the Form 7 Lease.

- (b) Delete the word and numerals "1 x 3 years" and replaced with "NIL" at Item 6 of the Form 7 Lease.
 - (c) Item 9(a) of Schedule A of the Lease delete the words "One further terms of three (3) years" and replace with "NIL".
5. The Lessee hereby agrees to lease from the Lessor the demised premises on the terms as hereinbefore stated.
6. The Lessee shall pay all costs, charges, fees and stamp duty (on a Lessor Solicitor and own client basis) of and incidental to the preparation, engrossment, execution and stamping of this Deed.

EXECUTED AS A DEED in the following manner:

SIGNED SEALED AND DELIVERED by the Lessor, **P & S FLEMING SUPER PTY LTD ACN 161 685 025 TRUSTEE UNDER DOCUMENT 714883757** in accordance with Section 127 of the Corporations Act 2001:

^ _____
Director

^ _____
Director/Secretary

SIGNED SEALED AND DELIVERED by the Lessee, **WORKWAYS AUSTRALIA LIMITED ABN 50 957 582 595** in accordance with Section 127 of the Corporations Act 2001:

^ _____
Director
JOHN WEBSDALE

^ _____
Director/Secretary
Judith A Cox.

DATED

2021

BETWEEN

**P & S FLEMING SUPER PTY LTD ACN 161 685 025
TRUSTEE UNDER DOCUMENT 714883757**

("the Lessor")

of the First Part

AND

WORKWAYS AUSTRALIA LIMITED ABN 50 957 582 595

("the Lessee")

of the Second Part

DEED OF EXTENSION & VARIATION



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