

5 years Actual	01/07/2023 to 30/06/2028	01/01/2028 to 01/03/2028 23 23
5 years Actual	01/07/2028 to 30/06/2033	01/01/2033 to 01/03/2033 28 28
5 years Actual	01/07/2033 to 30/06/2038	01/01/2038 to 01/03/2038 33 33

- (d) The incoming Tenant and the Landlord agree that **Item 16 REVIEW DATES** of the lease shall be varied and that those variations to the review of the rentals of the said lease are contained in the table within this clause.

Review date	Type of Review
01/07/2021	CPI Review
01/07/2021 <sup>22</sup>	CPI Review
01/07/2022 <sup>23</sup>	Market Review
01/07/2023 <sup>24</sup>	CPI Review
01/07/2024 <sup>25</sup>	CPI Review
01/07/2025 <sup>26</sup>	CPI Review
01/07/2026 <sup>27</sup>	CPI Review
01/07/2027 <sup>28</sup>	Market Review
01/07/2028 <sup>29</sup>	CPI Review
01/07/2029 <sup>30</sup>	CPI Review
01/07/2030 <sup>31</sup>	CPI Review
01/07/2031 <sup>32</sup>	CPI Review
01/07/2032 <sup>33</sup>	Market Review
01/07/2033 <sup>34</sup>	CPI Review
01/07/2035 ✓	CPI Review
01/07/2036 ✓	CPI Review
01/07/2037 ✓	CPI Review
01/07/2038	Market Review



Date

1<sup>ST</sup> JULY

2020

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**MWOC PTY LTD ACN 606 601 941**

**AND**

**PETER ANTHONY CAMERA & SANDRA MARILYN CAMERA**

**AND**

**CROWIES PAINTS GIPPSLAND PTY LTD ACN 641 037 523**

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**TRANSFER AND VARIATION OF LEASE**

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**Engel & Partners Pty**  
109 Main Street  
Bairnsdale Vic 3875  
PO Box 464, Bairnsdale Vic 3875  
Phone: (03) 5152 6177  
Fax: (03) 5152 1260  
Email: [info@engelpartners.com.au](mailto:info@engelpartners.com.au)  
Ref: JR:2031886

## TRANSFER & VARIATION OF LEASE

### Lease details

**Date:** 2/09/2014  
**Premises:** 88B Macleod Street Bairnsdale 3875- Being the land in title reference 9470 FOLIO 871  
**Period:** Month to month.  
**Option(s):** NIL  
**Rental:** \$2556.26 Inclusive of GST  
**Landlord:** MWOC PTY LTD ACN 606 601 941

**Outgoing tenant:** PETER ANTHONY CAMERA & SANDRA MARILYN CAMERA of 25 Eastern View Drive Eastwood Vic 3875

**Guarantor:**

**Incoming tenant:** Crowies Paints Gippsland Pty Ltd ACN 641 037 523

**Guarantor:** PETER ANTHONY CAMERA

**Transfer date:** 01/07/2020

#### 1. **Transfer**

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The outgoing tenant transfers the lease to the incoming tenant with all options. The incoming tenant will hold the lease from the transfer date.

#### 2. **Validity of lease**

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The outgoing tenant promises that, as of the transfer date, the lease and the options are valid and no changes have been made to them.

#### 3. **Landlord's consent**

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The landlord consents to this transfer and confirms that the lease and options are valid and that no changes have been made to them.

#### 4. **Incoming tenant accepts obligations**

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The incoming tenant must pay the rent and do everything else required by the lease for the remainder of the term of the lease and indemnifies the outgoing tenant in respect of any breaches of the lease by the incoming tenant.

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5. **Guarantee by incoming tenant's guarantor**

The incoming tenant's guarantor guarantees to the landlord that the incoming tenant will fulfil its obligations pursuant to the lease and indemnifies the landlord in respect of any breaches of those obligations by the incoming tenant.

6. **Acknowledgement by outgoing tenant**

The outgoing tenant acknowledges to the landlord that its obligations pursuant to the lease continue in respect of any obligations of the tenant pursuant to the lease.

7. **Acknowledgement by outgoing tenant's guarantor**

The outgoing tenant's guarantor acknowledges to the landlord that its obligations pursuant to the guarantee continue in respect of any obligations of the outgoing tenant.

8. **Consents**

The outgoing tenant must obtain any necessary consent to the transfer at its own expense.

**VARIATION TO LEASE**

**Recitals**

- (a) The incoming Tenant and the Landlord have by agreement decided to vary the lease and warrant that despite anything to the contrary contained in the assigned lease any variation contained in this deed of assignment and variation of lease shall prevail.

**Variation**

- (b) The incoming Tenant and the Landlord agree that **item 6 RENT** of the lease shall be varied and that the rent shall be set as \$ 35,000.00 plus GST paid by the tenant in equal monthly instalments of \$ 3208.33 by EFT to an account nominated by the Landlord.
- (c) The incoming Tenant and the Landlord agree that **item 18 FURTHER TERMS** of the lease shall be varied and that a new three year term shall commence upon the 01/07/2020 and that the Landlord offers the following option of 3 further 5 year Terms and that the exercise date of such options are contained in the Table contained within this clause


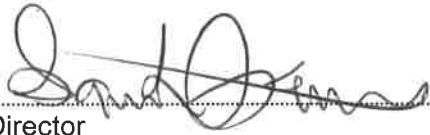
Length of option	Period of option	Exercise date
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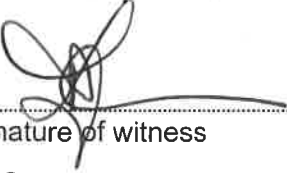
5 years Actual	01/07/2023 to 30/06/2028	01/01/2028 to 01/03/2028
5 years Actual	01/07/2028 to 30/06/2033	01/01/2033 to 01/03/2033
5 years Actual	01/07/2033 to 30/06/2038	01/01/2038 to 01/03/2038

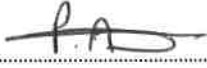

- (d) The incoming Tenant and the Landlord agree that **Item 16 REVIEW DATES** of the lease shall be varied and that those variations to the review of the rentals of the said lease are contained in the table within this clause.

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01/07/2027	Market Review
01/07/2028	CPI Review
01/07/2029	CPI Review
01/07/2030	CPI Review
01/07/2031	CPI Review
01/07/2032	Market Review
01/07/2033	CPI Review
01/07/2035	CPI Review
01/07/2036	CPI Review
01/07/2037	CPI Review
01/07/2038	Market Review

**EXECUTED AS A DEED**

<b>EXECUTED BY THE LANDLORD MWOC PTY LTD ACN 606 601 941</b>	) )	 ..... Director, Secretary	 ..... Director
Name: PETER ANTHONY CAMERA			Name: SANDRA MARILYN CAMERA

<b>SIGNED SEALED &amp; DELIVERED BY THE OUTGOING TENANT SANDRA MARILYN CAMERA</b> in the presence of:	) )	 ..... Signature
 ..... Signature of witness		
<b>ROBERT ZAGAMI</b> ..... Print name of witness		

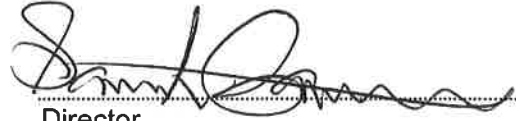
<b>SIGNED SEALED &amp; DELIVERED BY THE OUTGOING TENANT PETER ANTHONY CAMERA</b> as in the presence of:	) )	 ..... Signature
 ..... Signature of witness		
<b>ROBERT ZAGAMI</b> ..... Print name of witness		

EXECUTED BY THE TENANT )  
CROWIES PAINTS GIPPSLAND PTY )  
LTD ACN 641 037 523



Director

Name: PETER ANTHONY CAMERA



Director

Name: SANDRA MARILYN CAMERA

SIGNED SEALED & DELIVERED BY )  
THE GUARANTOR PETER )  
ANTHONY CAMERA in the presence  
of:



Signature



Signature of witness

Print name of witness

JAMES ANDREW ROUGHLEY  
109 Main Street, Bairnsdale  
An Australian Legal Practitioner within the meaning  
of the Legal Profession Uniform Law (Victoria)