

**LUCIANO CAPPONI  
(Old Tenant)**

**AND**

**GASGEP INDUSTRIES PTY LTD  
(New Tenant)**

**AND**

**CAPPONI NOMINEES PTY LTD  
(Landlord)**

**AND**

**PAUL CROCITTI AND ELENA CAFASSO  
(New Tenant's Guarantors)**

---

**TRANSFER OF LEASE**

---

Premises: Unit 1, 89 Newlands Road, North Coburg

**PBP LAWYERS  
Unit 5, 233 Cardigan Street  
CARLTON**

**PO BOX 208  
CARLTON SOUTH 3053**

**Tel: 9639 5899  
Fax: 9639 5799  
Ref: JPA:AD**

## TRANSFER OF LEASE

**DATED:**

**LEASE:**

**Date:**

~~29 March 2018~~ 6 February 2018 NZ  


**Premises:**

Unit 1, 89 Newlands Road, Coburg North,  
Victoria, 3058

**Term:**

1 November 2017 to 31 October 2020

**Option(s):**

Two (2) further terms of three (3) years  
each.

**LANDLORD:**

**CAPPONI NOMINEES PTY LTD**

89 Newlands Road, Coburg North, Victoria, 3058.

**OLD TENANT:**

**LUCIANO CAPPONI (also known as LOU CAPPONI)**

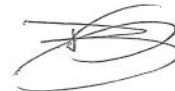
3/58 Argyle Road, Fawkner, Victoria, 3060.

**NEW TENANT:**

**GASGEP INDUSTRIES PTY LTD (atf the Crocitti  
Investment Trust)**

1 Acheson Place, Coburg, Victoria, 3058.

**TRANSFER DATE:**

~~28 February 2018~~ 29 March 2018 NZ  


**OLD TENANT'S  
GUARANTOR:**

**Not applicable.**

**NEW TENANT'S  
GUARANTOR:**

**PAUL CROCITTI** of 10 Pivot Place, Mill Park, 3082 and  
**ELENA CAFASSO** of Unit 1, 49 Collins Street,  
Thornbury, 3071

Each of the descriptions on this page has the same meaning in the following pages and appears in bold print.

## TRANSFER

1.1 The **old tenant** transfers the **lease** to the **new tenant** with all **options**. The **new tenant** will hold the **lease** from the **transfer date**.

1.2 If the **old tenant** is not the tenant named in the **lease**, the **old tenant** promises that it has become the tenant by previous valid transfers of the **lease**.

## 2. VALIDITY OF LEASE

The **old tenant** promises that on the **transfer date** the **lease** and the **options** are valid and no changes have been made to them.

## 3. NEW TENANT ACCEPTS OBLIGATIONS

The **new tenant** must pay the rent and do everything else required by the **lease** for the remainder of the **lease** and during any period it stays in possession after it ends.

## 4. INDEMNITY BY NEW TENANT

The **new tenant** indemnifies the **old tenant** against liability for breaches of the **lease** by the **new tenant**.

## 5. OLD TENANT STILL LIABLE

Unless section 62 of the *Retail Leases Act 2003* or the **lease** requires otherwise, this transfer does not end the obligations of the **old tenant** under the **lease**; those obligations continue until the end of the **lease**, but do not continue into any period of overholding after this **lease** ends, nor into any renewed term.

## 6. OLD TENANT'S GUARANTOR STILL LIABLE

Unless section 62 of the *Retail Leases Act 2003* or the guarantee or indemnity given by the **old tenant's guarantor** requires otherwise, this transfer does not end the obligations of the **old tenant's guarantor** under any guarantee or indemnity; those obligations continue until the end of the **lease**, but do not continue into any period of overholding after the **lease** ends, nor into any renewed term.

## 7. LANDLORD'S PROMISES

The **landlord** —

7.1 promises that, if it is not the **landlord** named in the **lease**, it is now the person entitled to take possession of the **premises** if the **lease** ends,

7.2 promises that the **lease** and **options** are valid and that no changes have been made to them,

7.3 consents to this transfer, and

7.4 agrees not to take any action against the **old tenant** before the **transfer date** which would harm the **new tenant's** rights.

## 8. GUARANTEE AND INDEMNITY

8.1 The **new tenant's guarantor** —

8.1.1 guarantees that the **tenant** will perform all its obligations under the **lease** for the **term** and any renewed term or terms and during any period of overholding after the end of the **term**,

8.1.2 must pay on demand any amount which the **landlord** is entitled to recover from the **tenant** under the **lease** whether in respect of the **term**, any further term or further terms or any period of overholding, and

8.1.3 indemnifies the **landlord** against all loss resulting from the **landlord** having entered into this transfer of the **lease** whether from the **tenant's** failure to perform its obligations under it or from the **lease** being or becoming unenforceable against the **tenant** and whether in respect of the **term**, any renewed term or terms or any period of overholding.

8.2 The liability of the **new tenant's guarantor** will not be affected by —

8.2.1 the **landlord** granting the **tenant** or a guarantor time or any other indulgence, or agreeing not to sue the **tenant** or another guarantor,

- 8.2.2 failure by any person named as **new tenant's guarantor** to sign this document,
  - 8.2.3 transfer (except in accordance with the Act, if the Act applies) or variation of the lease, but if the lease is transferred, the **new tenant's guarantor's** obligations, other than those which have already arisen, end when the term ends and do not continue into a term renewed by a new tenant nor a period of overholding by a new tenant,
  - 8.2.4 the fact that the lease is subsequently registered at the Land Registry or not registered, or, for any reason, is incapable of registration, or
  - 8.2.5 transfer of the freehold of the premises.
- 8.3 The **new tenant's guarantor** agrees that —
- 8.3.1 the **landlord** may retain all money received including dividends from the **tenant's** bankrupt estate, and need allow the **new tenant's guarantor** a reduction in its liability under this guarantee only to the extent of the amount received,
  - 8.3.2 the **new tenant's guarantor** must not seek to recover money from the **tenant** to reimburse the **new tenant's guarantor** for payments made to the **landlord** until the **landlord** has been paid in full,
  - 8.3.3 the **new tenant's guarantor** must not prove in the bankruptcy or winding up of the **tenant** for any amount which the **landlord** has demanded from the **new tenant's guarantor**, and
  - 8.3.4 the **new tenant's guarantor** must pay the **landlord** all money which the **landlord** refunds to the **tenant's** liquidator or trustee in bankruptcy as preferential payments received from the **tenant**.
- 8.4 If any of the **tenant's** obligations are unenforceable against the **tenant**, then this clause is to operate as a separate indemnity and the **new tenant's guarantor** indemnifies the **landlord** against all loss resulting from the **landlord's** inability to enforce performance of those obligations. The **new tenant's guarantor** must pay the **landlord** the amount of the loss resulting from the unenforceability.
- 8.5 If there is more than one person named as **new tenant's guarantor**, this guarantee binds them separately, together and in any combination.

## 9. ACKNOWLEDGEMENT BY OLD TENANT'S GUARANTOR

The **old tenant's guarantor**, by signing this transfer, acknowledges that its obligations to guarantee the **old tenant** continue, except to the extent required by section 62 of the *Retail Leases Act 2003* or any guarantee or indemnity given by the **old tenant's guarantor**.

## 10. SIGNED COUNTERPARTS

The **new tenant** must provide one signed copy of this transfer for each person named on page one.

## 11. CONSENTS

The **old tenant** must obtain the necessary consents to the transfer, and must get the **landlord** to sign it. It must do so at its own expense.

## 12. INTERPRETATION

This transfer is binding on —

- 12.1 individuals, executors and administrators
- 12.2 corporations, liquidators and administrators
- 12.3 anyone to whom the persons affected by this transfer of lease transfer their rights under it.

In interpreting this transfer —

- 12.4 singular words include plural and vice versa

- 12.5 words expressed in one gender include all genders,
- 12.6 “**GST**” has the same meaning as when used in the **GST Act** and “**GST Act**” means a *A New Tax System (Goods and Services Tax) Act 1999*, and
- 12.7 “**tenant**” means the person from time to time holding the **premises** as tenant under the lease and includes (without limitation) the **new tenant**.

13. **OBLIGATIONS JOINT AND INDIVIDUAL**

If any person named on page one is made up of more than one individual or corporation, they must all perform their obligations under this transfer jointly and each individual must also perform them.

14. **GST**


- 14.1 Expressions used in this clause and in the **GST Act** have the same meanings as when used in the **GST Act**.
- 14.2 Amounts payable and consideration provided under or in respect of this transfer of lease are **GST** exclusive.
- 14.3 The recipient of a taxable supply made under or in respect of this transfer of lease must pay to the supplier, at the time the consideration for the supply is due, the **GST** payable in respect of the supply. This obligation extends to supply consisting of a party’s entry into this document.
- 14.4 An amount payable by a party in respect of a creditable acquisition by the **landlord** from a third party must not exceed the sum of the value of the **landlord’s** acquisition and the additional amount payable by the first party under clause 14.3 on account of the **landlord’s GST** liability.
- 14.5 A party is not obliged, under clause 14.3, to pay the **GST** on a taxable supply to it until given a valid tax invoice for the supply.

Executed as a deed on:

Execution & Attestation:

**EXECUTION BY OLD TENANT**

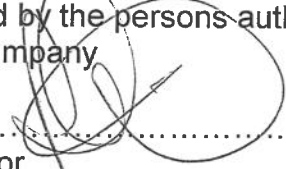
SIGNED SEALED AND DELIVERED  
by the said **LUCIANO CAPPONI** (also  
known as **LOU CAPPONI**) in Victoria  
in the presence of:


Witness.....



**EXECUTION BY NEW TENANT**


EXECUTED by **GASGEP INDUSTRIES  
PTY LTD (A.C.N. 081 793 491)** by being  
signed by the persons authorised to sign for  
the company

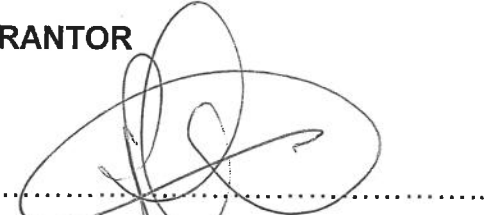
  
.....  
Director  
Full name: Paul Crocitti  
Address: 10 Pivot Place  
Mill Park, 3082

  
.....  
Director  
Full name: Elena Cafasso  
Address: Unit 1, 49 Collins Street  
Thornbury, 3071

**EXECUTION BY NEW TENANT'S GUARANTOR**

SIGNED SEALED AND DELIVERED  
by the said **PAUL CROCITTI**  
in Victoria in the presence of:

Witness.....



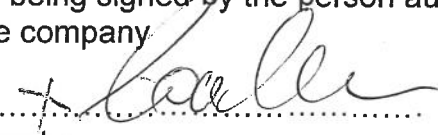
SIGNED SEALED AND DELIVERED  
by the said **ELENA CAFASSO**  
in Victoria in the presence of:

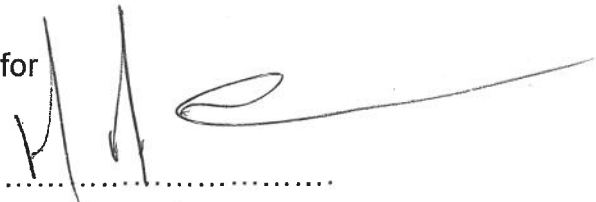
Witness.....



**EXECUTION BY LANDLORD**

EXECUTED by **CAPPONI NOMINEES PTY LTD**  
by being signed by the person authorised to sign for  
the company

  
.....  
Director  
Full name: Luciano Capponi  
Address: 3/58 Argyle Road,  
Fawkner, 3060

  
.....  
Director  
Full name: Mario Capponi  
Address: 17 Retland Drive  
Whittlesea, 3757