

Dealing Number



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1. Type/Dealing No of Instrument/Document being amended		Lodger (Name, address, E-mail & phone number)	Lodger Code
Type of Instrument/Document:	Lease	McCarthy Durie Lawyers	BE223A
Dealing Number:	714937735	PO Box 178 Cleveland QLD 4163	
		Cleveland QLD 4163	
		Tel: 07 3370 5100	
		2107509:BMD	

2. Lot on Plan Description	Title Reference
LOT 16 ON SP 127468	503323466

3. Lessor

STEPHEN BRUCE ASHFIELD AS TRUSTEES UNDER INSTRUMENT 710906567
AND NICOLE ANNE ASHFIELD AS TRUSTEES UNDER INSTRUMENT 710906567
HAYLEY ASHFIELD AS TRUSTEES UNDER INSTRUMENT 717069761
JASON PREDL AS TRUSTEES UNDER INSTRUMENT 717069761

4. Lessee

FOXHARDING PTY LTD ABN 53 072 502 277

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

Expiry date: 31/12/2023 AND/OR Event: Not applicable
Option/s#: Not Applicable

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~~.


Witnessing officer must be aware of his/her obligations under section 162 of the Land Title Act 1994

_____	signature	SEE ENLARGED PANEL
_____	full name	
_____	Qualification	
Witnessing Office	Execution Date	Lessor's Signature
(Witnessing officer must be in accordance with Schedule 1 of Land Act 1994 eg Legal practitioner, JP, C Dec)		

 signature
BRUCE DURIE full name

FOXHARDING PTY LTD ABN 53 072 502 277



 signature
Solicitor Qualification
Witnessing Office
(Witnessing officer must be in accordance with Schedule 1 of Land Act 1994 eg Legal practitioner, JP, C Dec)

12/07/2024
Execution Date

Sole Director
and Secretary
Lessee's Signature

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

Title Reference 503323466


signature
BRUCE DURIE
full name
SOLICITOR
Qualification

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

STEPHEN BRUCE ASHFIELD AS TRUSTEES UNDER
INSTRUMENT 710906567

12/07/2021
Execution Date


Lessor's Signature


signature
BRUCE DURIE
full name
SOLICITOR
Qualification

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

NICOLE ANNE ASHFIELD AS TRUSTEES UNDER
INSTRUMENT 710906567

12/07/2021
Execution Date



Lessor's Signature


signature
BRUCE DURIE
full name
SOLICITOR
Qualification

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

HAYLEY ASHFIELD AS TRUSTEES UNDER
INSTRUMENT 717069761

12/07/2021
Execution Date



Lessor's Signature


signature
Bruce Michael Durie
full name
Solicitor
Qualification

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

JASON PREDL AS TRUSTEES UNDER
INSTRUMENT 717069761

12/07/2021
Execution Date


Lessor's Signature

Title Reference 503323466

BACKGROUND:

- A. The Lessor leases and the Lessee holds the Premises pursuant to the Lease referred to in the Schedule hereto.
- B. By Amendment of Lease dated 18/02/2019, the parties agree to vary the terms of the Lease including its renewal until the 31st of December 2020 and providing for an option, under the Lease to renew it for a further term of three years.
- C. The Lessor and the Lessee have agreed the option is exercised and to renew the Lease for the term commencing 1 January 2021 until 31 December 2023 and wish to record their agreement as to the varied terms to now apply to the Lease.

THIS DEED EVIDENCES:

1. DEFINITIONS

- 1.1 **"Guarantor"** means the party described at Item 8 in the Reference Schedule.
- 1.2 **"Lease"** means the lease described at Items 2 in the Reference Schedule.
- 1.3 **"Lease Term"** means the term of the Lease described in Item # in the Reference Schedule, before the extension of it for the Renewed Term under this document.
- 1.4 **"Lessee"** means the party described at Item 7 in the Reference Schedule.
- 1.5 **"Lessor"** means the party described at Item 5 in the Reference Schedule.
- 1.6 **"Option Clause"** means the clause (if any) in the Lease granting the Lessee an option to renew the Lease or to extend the Lease Term (as the case may be) for the Renewed Term.
- 1.7 **"Original Lessee"** means the original Lessee set out at Item 6 in the Reference Schedule being the party to whom the Lessor originally granted the Lease in respect of the premises.
- 1.8 **"Parties"** means each of the Lessor and Lessee and includes their personal representatives and successors in title depending on the context.
- 1.9 **"Party"** means either of the Lessor and Lessee and includes their personal representatives and successors in title depending on the context.
- 1.10 **"Premises"** means the premises described at Item 1 in the Reference Schedule.
- 1.11 **"Renewed Term"** means the extended term of the Lease described at Item 4 in the Reference Schedule by which the Lease Term is extended under this document.
- 1.12 **"Variations"** means the variations to the Lease set out at Item 9 in the Reference Schedule.

2. LEASE

- 2.1 Each party to this document acknowledges that the Lessee has exercised the option contained in the Option Clause for the Renewed Term so as to extend the Lease Term for the Renewed Term.

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- 2.2 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 varied by this Deed.

3. VARIATIONS

- 3.1 From the first day of the Renewed Term the Lease is varied by the Variations.

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 Variations and the other conditions 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 The Lessee must pay;
- 6.1.1 the Lessor's reasonably incurred costs, including legal costs, of preparation and completion of;
 - 6.1.2 any duty assessed;
 - 6.1.3 any registration fees;
- payable in respect of this Deed.

7. GUARANTOR'S CONSENT

- 7.1 The Guarantor (if any) consents to:-
- 7.1.1 the Renewed Term;
 - 7.1.2 the variation of the Lease by the Variations;
 - 7.1.3 the terms and conditions of this Deed;

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- 7.1.4 its liability under the Guarantee continuing throughout the Renewed Term and being subject to the terms and conditions of the Lease as varied by the Variations, and the terms and conditions of this Deed.

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.

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 nonexclusive 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 Notices

- 7.4.1 Notices given under this Deed shall be given in the same way as required by the terms of the Lease.

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.

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SCHEDULE

- 1: PREMISES:**
- Shop/Unit No.** 16
Address: 29 Moreton Bay Road
Capalaba Queensland 4157
- Description:** LOT 16 ON SP 127468
Title 503323466
Reference:
- 2: LEASE:** The Lease between the Lessor and the Lessee of the Premises dated 13/02/2013 dealing number 714937735 as varied by Amendment of Lease dated 13/10/2015 dealing number 716815763 and as varied by Form 13 Amendment of Lease dated 18/02/2019 (unregistered)
- 3: LEASE TERM:** Originally Five (5) years
- 4: RENEWED TERM:** 3 years.
Commencement 1/01/2021
Date:
Expiry Date: 31/12/2023
- 5: LESSOR:**
- STEPHEN BRUCE ASHFIELD AND NICOLE ANNE ASHFIELD AS TRUSTEES UNDER INSTRUMENT 710906567**
- HAYLEY PREDL (nee' ASHFIELD) AND JASON PREDL AS TRUSTEES UNDER INSTRUMENT 717069761**
- 6: ORIGINAL LESSEE:** FOXHARDING PTY LTD ABN 53 072 502 277
- 7: CURRENT LESSEE:** FOXHARDING PTY LTD ABN 53 072 502 277
- 8: GUARANTOR:** Not Applicable
- 9: VARIATIONS:** From the first day of the Renewed Term, the Lease is varied as follows:
- a) Item 6 of the Form 7 is amended to read:**
- 6. Term of lease**
Commencement 1/01/2021
date:
Expiry date: 31/12/2023
Options: Not Applicable
- b) Item 7 of the Form 7: is amended to read** See Schedule
- c) Item 5 of the Reference Schedule (Option to Renew) is amended to read:** Nil

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**d. The Reference
Schedule** is varied by the
following changes:

Item 4	Term	3 years. Commencement Date: 1/01/2021 Expiry Date: 31/12/2023
Item 5a)	Option to Renew	Not Applicable
Item 5b)	Date Option to Renew must be exercised in writing:	Not Applicable
Item 6a)	Second Option to Renew	Not Applicable
Item 6b)	Date Second Option to Renew must be exercised in writing:	Not Applicable
Item 7	Rent	\$34,796.04 per annum, for the first year of the Renewed Term, [ie. \$2899.67 per calendar month] and thereafter as varied in accordance with the terms of the lease.
Item 8	Fixed Review Dates	Not Applicable
Item 9	Fixed Increase Percentage	Not Applicable
Item 10	Index Review Dates	Each anniversary of the Commencement Date
Item 11	Market Review Dates	Not Applicable

**d) Item 12 of the Reference
Schedule "Outgoings" is
amended to read** Not Applicable

**e) Except as amended
expressly or by
implication the Lease
shall remain unaltered**