

HOPPERS CROSSING PROPERTY PTY LTD (ACN 159 867 419)
as Trustee for **TAIRY'S SUN SUPERANNUATION FUND**
(ABN 69 069 001 141)

LANDLORD

TO

HEALTHLINX.COM PTY LTD (ACN 092 264 894) as Trustee for
MITCH BRAJDIC FAMILY TRUST (ABN 82 525 227 127)

TENANT

DEED OF RENEWAL OF LEASE

PREMISES: 5-7 HORNE STREET, HOPPERS CROSSING 3029

ANDREW PANDELI & CO
SOLICITORS
LEVEL 1, 700 HIGH STREET
KEW EAST VIC 3102
TEL: 9857 0666
DX 32425 KEW

THIS DEED OF RENEWAL OF LEASE

is made the

11th day of June

2020

PARTIES

1. HOPPERS CROSSING PROPERTY PTY LTD (ACN 159867419) as Trustee for TAIRY'S SUN SUPERANNUATION FUND (ABN 69 069 001 141) c/- CVA Property Consultants Pty Ltd, 18-20 Russell Street, Melbourne 3000 ("the Landlord")
2. HEALTHLINX.COM PTY LTD (ACN 092 264 894) as the Trustee for MITCH BRAJDIC FAMILY TRUST (ABN 82 525 227 127) of 5-7 Horne Street, Hoppers Crossing 3029 ("the Tenant")
3. MITCHELLE MARC BRAJDIC of 12 Crimea Street, St Kilda 3182 ("the Guarantor")

RECITALS

- A. By a Deed of Renewal and Variation of Lease commencing 27 May 2017 ("the Lease") a copy of which is annexed to this Renewal of Lease and marked "B" the Landlord leased to the Tenant the premises known as 5-7 Horne Street, Hoppers Crossing ("the Premises") for a term of three (3) years at the rent and otherwise on and subject to the covenants and conditions contained in the Lease.
- B. The Tenant and the Guarantor have requested the Landlord to renew the Lease of the Premises for a further five (5) years, which the Landlord has agreed to do upon the terms and conditions contained in this Renewal of Lease.

OPERATIVE PART

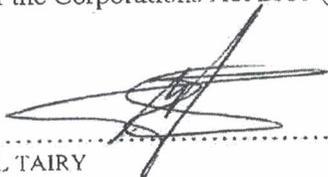
1. The Landlord leases to the Tenant the Premises for a term of five (5) years commencing on 27 May 2020 at the rental of \$12,562.01 plus GST per month for the first year payable at the time and in the manner specified in the Lease and subject to any rental review or rental adjustment provisions contained in the Lease.
2. The parties agree and acknowledge that in all other respects the terms and conditions of the Lease remain in full force and effect and shall apply to this Renewal of Lease with the exception that the Schedule to the Lease is as annexed and marked "A".
3. The parties agree and mutually covenant that they will respectively perform and observe all the covenants and obligations in the Lease as if the same covenants and obligations are repeated in full in this Renewal of Lease and with such modifications only as are necessary to make them applicable to this Renewal of Lease.

4. The Guarantor –

- 4.1 Guarantees to the Landlord that the Tenant will pay the rental promptly and will do everything the Lease and this Deed require.
- 4.2 Agrees that this guarantee is a continuing guarantee which will not be affected by –
 - part-payment,
 - part-performance,
 - extension of time given by the Landlord, or
 - non-registration of the lease.
- 4.3 Must indemnify the Landlord so that he suffers no harm from breaches of this Deed or the Lease by the Tenant, including losses resulting from the insolvency or winding-up of the Tenant.

EXECUTED AS A DEED

EXECUTED by HOPPERS CROSSING PROPERTY)
PTY LTD ACN 159 867 419 in accordance with section)
127(1) of the Corporations Act 2001 (Cth))



..... Sole director and sole company secretary
MICHAEL TAIRY

EXECUTED by HEALTHLINX.COM PTY LTD)
ACN 092 264 894 in accordance with section)
127(1) of the Corporations Act 2001 (Cth))

X 
.....
MITCHELLE MARC BRAJDIC
of 12 Crimea Street, St Kilda 3182

Sole director and sole company secretary

SIGNED SEALED AND DELIVERED by the said)
MITCHELLE MARC BRAJDIC in the presence of:)

X 
.....
Michelle

X  Witness
GOSWAMI MANOJ Print name
{ 124/1 Graham St Print usual address
Port Melbourne

"A"

SCHEDULE

- Item 1**
(1.1) **Landlord:** HOPPERS CROSSING PROPERTY PTY LTD
(ACN 159 867 419) as trustee for TAIRY'S
SUN SUPERANNUATION FUND
(ABN 69 069 001 141)
c/- CVA Property Consultants Pty Ltd
18-20 Russell Street, Melbourne 3000
- Item 2**
(1.1) **Tenant:** HEALTHLINX.COM PTY LTD
(ACN 092 264 894) as the Trustee for
MITCH BRAJDIC FAMILY TRUST
(ABN 82 525 227 127)
of 5 – 7 Horne Street, Hoppers Crossing 3029
- Item 3**
(1.1) **Guarantor:** MITCHELLE MARC BRAJDIC
of 12 Crimea Street, St Kilda 3182
- Item 4**
(1.1) (a) **Premises:** 5 – 7 Horne Street, Hoppers Crossing 3029
(b) **Land:** The land described in Certificate of Title
Volume 9898 Folio 040
- Item 5**
(1.1) **Landlord's installations:**
See "Appendix 1" attached to the Lease which commenced
27 February 2012.
- Item 6**
(1.1) **Rent:** \$150,744.12 plus GST for the first year.
- Item 7**
(1.1) **Tenant's Installations:**
- Item 8**
(1.1) **Term of the lease:**
Five (5) years starting on 27 May 2020.

- Item 9** **How rent is to be paid:**
(2.1.1) By equal instalments calendar monthly in advance.
- Item 10** **Building outgoings which the tenant must pay or reimburse:**
(1.1, 2.1.2,
2.1.5 & 5.4) **Premises consist of the entire lettable area of the building:-**
100% of all building outgoings
- Item 11** **Risks which the insurance policies must cover:**
(1.1 & 6.2) .Fire
 .Lighting
 .Storm and Tempest
 .Explosion
 .Riots and Civil Commotion
 .Strikes
 .Malicious Damage
 .Earthquake
 .Impact by Vehicles
 .Impact by Aircraft and articles dropped from them
and such other risks as the **landlord** reasonably specifies from
time to time.
- Item 12** **Amount of public risk insurance cover:**
(1.1 & 2.3.1) **\$10,000,000.00** or other amount reasonably specified from
time to time by the **landlord**.
- Item 13** **Period of loss of rent and outgoings insurance:**
(1.1) Twelve (12) months
- Item 14** **Interest rate on overdue money:**
(2.1.7) The rate from time to time fixed by the Penalty Interest Rates Act
1983 (Vic.)
- Item 15** **Permitted use:**
(2.2.1) Food preparation, bakery, storage distribution and administration
but not for the sale or hire of goods by retail or the provision of
retail services.
- (1.13) **Application of Act:** The Act does not apply
Reason why Act does not apply: Non-retail use

Item 22
(20)

Additional provisions:

1. The **valuer** appointed pursuant to Clause 11 must return a valuation which is GST exclusive.
2. Notwithstanding anything else herein contained the **rent** for the first year of any further term or terms shall be determined in accordance with Clause 11 and thereafter shall be reviewed annually during the further term in accordance with Clause 18.
3. If the **tenant** is a company, other than a company listed on any Australian Stock Exchange, then a change in control of the **tenant** is taken to be a transfer of this lease and will require the consent of the **landlord** in accordance with the requirements of Clause 4. A change in control of the **tenant** means a change to:
 - (a) the identity of 50% or more of the **tenant's** directors or the directors of any holding company, or
 - (b) the legal or beneficial ownership of 50% or more of the **tenant's** issued capital, or
 - (c) the persons who at the date of this lease have control of the **tenant**.
4. The **tenant** agrees that any moneys paid to the **landlord** pursuant to this lease may be applied by the **landlord** in or toward satisfaction of **rent** or other moneys then due and payable under this lease in such order as the **landlord** in its unfettered discretion determines notwithstanding any notice delivered by the **tenant** to the **landlord** with any such payment and a notice by the **landlord** as to the application of any such payment shall be conclusive proof of the order of application of the moneys paid.
5. If the **tenant** fails to execute and return to the **landlord** or its solicitor a lease prepared to record a further lease referred to in Clause 12 within fourteen (14) days of the date that lease is delivered to the **tenant** or its solicitors then the **landlord** may at its option deem the **tenant** to have repudiated the agreement it is deemed to have made to take a lease in consequence of its exercise of its rights pursuant to Clause 12 and may by notice delivered to the **tenant** accept that repudiation whereupon the **tenant** shall not then be entitled to a further lease pursuant to Clause 12. If the **landlord** accepts the **tenant's** repudiation then without limiting the **landlord's** rights to recover damages against the **tenant** after the termination of this lease the **tenant** will be deemed holding over under Clause 10.
6. The **tenant** must not carry out any alterations to the **premises**, including the fitting out of the **premises**, without first obtaining the **landlord's** written consent.
7. TRUST WARRANTIES

7.1 Generally

Where the **tenant** or the **guarantor** enters into this lease in its capacity as a trustee ("the Trustee") of a trust (the Trust'), the **tenant** and the **guarantor** jointly and severally covenant with and warrant to the **landlord** that the Trustee has full powers pursuant to its constitution (if an owner's corporation) and any document establishing the Trust under which it purports to act when entering into this lease.

7.2 Trust covenants

The **tenant** and the **guarantor** jointly and severally covenant with the **landlord** that:-

- (a) the Trust is lawfully and validly constituted and all deeds and other instruments in respect thereof have been properly executed;
- (b) throughout the duration of this lease, the Trust will remain in force and shall not be varied;
- (c) the assets of the Trust, as well as the personal assets of the **tenant** and the **guarantor** will, at all times, be available to satisfy the obligations of the **tenant** under this lease;
- (d) the Trustee has obtained all consents and approvals necessary to execute this lease so as to bind the property of the Trust and all necessary conditions precedent for that purpose have been met;
- (e) no facts are known to the **tenant** or to the **guarantor** whereby:
 - (i) the Trust might be wound-up voluntarily or otherwise;
 - (ii) the Trustee might be changed;
 - (iii) the assets of the Trust might be vested in any other person ; or
 - (iv) the Trust might cease to operated or be deprived of funds.

8. This lease is amended by:-

- (a) deleting Clause 7.4;
- (b) adding to Clause 11.1.5 the words "and the **valuer** must determine the current market rent at least equal to the **rent** immediately before the review"; and
- (c) deleting Clause 2.1.8(a).

9. The **tenant** acknowledges that the following **landlord's installations** are not required by the **tenant** but will remain in the **premises**:

- (a) Bitzer compressor type 4H-15.2 (73.7 M3/H);
- (b) Frascold compressor type S15 51 (HP/KW 15/11, M3/H50,43); and

- (c) Two (2) condenser fans associated with the compressors located on the walls of the freezer rooms which are not to be used as freezer rooms by the **tenant**.

Neither **landlord** nor **tenant** is required to maintain or repair the above listed installations throughout the **term** or any further term or terms. However, the **tenant** must reinstate the above listed installations including the condenser fans in the freezer rooms to proper working order as required by the **landlord** at the end or earlier determination of this lease. If the installations are no longer in working order, the **tenant** must replace same with equivalent products which are of proper and functional working order failing which the **tenant** must compensate the **landlord** for all losses associated with repairing or replacing the installations. Notwithstanding anything else contained in this additional provision 11, the **tenant** will not be required to reinstate any of the above listed installations to a better condition to that as may be detailed in the Condition Report. This additional provision 11 must be included in all further and renewed leases of the **premises**.

10. Additional provision 9 of the Lease which commenced 27 February 2012 does not apply save for the **tenant's** obligation in paragraph (i) therein to reinstate the freezer condenser fan motors to be in proper working order at the end or earlier determination of this lease and any further term or terms and the **tenant's** obligation in paragraph (j) therein to remove its sandwich panelling dividers and reinstate the **premises**.
11. In the event that the **tenant** exercises its option to renew the lease for the further term commencing 27 May 2025, the Renewed Lease:
- (a). will not include additional provision 10 above which shall be replaced with the following:
"Additional provision 9 of the Lease which commenced 27 February 2012 does not apply save for the **tenant's** obligation in paragraph (j) therein to remove its sandwich panelling dividers and reinstate the **premises**."
- (b). will not include additional provision 9 above which shall be replaced with the following:
"The **tenant** acknowledges that the following **landlord's installations** are not required by the **tenant** but will remain in the **premises**:
- (a) Bitzer compressor type 4H-15.2 (73.7 M3/H);
- (b) Frascold compressor type S15 51 (HP/KW 15/11, M3/H50,43); and
- (c) Two (2) condenser fans associated with the compressors located on the walls of the freezer rooms which are not to be used as freezer rooms by the **tenant**.

Neither **landlord** nor **tenant** is required to maintain or repair the above listed installations throughout the **term** or any further

term or terms. The **tenant** is not required to reinstate the above listed installations, including the condenser fans in the freezer rooms, to proper working order at the end or earlier determination of this lease.