



Deed of Variation to Sub-Lease

124 Fitzgerald Street, Northam

Kimron Pty Ltd
as trustee for The Delobrien Superannuation Fund
(Head Landlord)

Shaniel Holdings Pty Ltd
as trustee for Sharon De Longville Family Trust
(Sub-Landlord)

Sharon Monique De Longville
(Sub-Tenant)

Our Ref: HD:D20130342
(391690.doc)

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Riverlord Holdings Pty Ltd ABN: 57 349 088 119 | atf The Trinity Trust | an Incorporated Legal Practice trading as IRDI Legal

Deed of Variation to Sub Lease

Date 1ST AUGUST 2012

Parties

Kimron Pty Ltd ACN 146 087 532 as trustee for The Delobrien Superannuation Fund care of 1A/152 Balcatta Road, Balcatta (**Head Landlord**)

Shaniel Holdings Pty Ltd ACN 050 543 078 as trustee for Sharon De Longville Family Trust of 52 Stoneham Road, Attadale (**Sub-Landlord**)

Sharon Monique De Longville of 52 Stoneham Road, Attadale (**Sub-Tenant**)

Background

- A By a deed of sub-Lease undated 2010 (**Sub-Lease**) made between the Head Landlord, the Sub-Landlord and the Sub-Tenant, the Sub-Landlord leased to the Sub-Tenant those premises at 124 Fitzgerald Street, Northam as described in the Head lease for a term of 10 years commencing on 11 March 2010 and terminating on 10 March 2020 for the rental and on the terms, covenants, conditions and stipulations contained in the Lease.
- B The premises described in the Head lease were only part of the building at 124 Fitzgerald Street, Northam.
- C The Head Landlord, the Sub-Landlord and the Sub-Tenant have agreed to vary the terms of the Sub-Lease.

The parties agree

- 1 The Head Landlord, the Sub-Landlord and the Sub-Tenant covenant and agree that from and including 1 August 2012:
- 1.1 The Sub-Lease will be amended in the following manner
- (a) Item 7 of the Schedule to the Sub-Lease will be deleted and a new Item 7 of the Schedule substituted as follows:
- 'Item 7 – The Sub-Leased Premises (sub clause 1.1.17)**
- All of that building situate at 124 Fitzgerald Street, Northam comprising an area of approximately 480m² and being the premises shaded yellow on the plan annexed to this deed and marked The Plan.
- 1.2 Notwithstanding any other provision of the Sub-Lease the parties agree that from and including 1 August 2012 the Rent to be paid by the Tenant for the Sub-Leased Premises will be \$60,000 per annum (plus GST) payable by equal calendar monthly payments in advance

of \$5,000 plus GST provided however that the first payment and if necessary the last payment will be apportioned for that part of the month then remaining.

2 Subject only to the variations set out above and any other alterations (if any) as are necessary to make the Sub-Lease consistent with this deed the Sub-Lease will remain in full force and effect and be read and construed and be enforceable as if the terms of clause 1 of this deed were inserted in it.

3 The costs of and incidental to the instructions for and the preparation, execution and completion of this deed will be paid by the Sub-Tenant.

Executed as a deed.

The Head Landlord:

Executed by Kimron Pty Ltd ACN 146 087 532 in accordance with section 127 of the Corporations Act 2001 (Cth):

X 
Director's signature

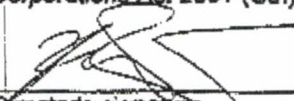
X KIMBERLEY JAY O'BRIEN
Director's name (please print)

X 
Director/Secretary's signature

X S. Ash
Director/Secretary's name (please print)

The Sub-Landlord :

Executed by Shaniel Holdings Pty Ltd ACN 050 543 078 in accordance with section 127 of the Corporations Act 2001 (Cth):

X 
Director's signature

X KIMBERLEY JAY O'BRIEN
Director's name (please print)

X 
Director/Secretary's signature

X S. Ash
Director/Secretary's name (please print)