

Phay Council Copy

**SHANEIL HOLDINGS PTY LTD**  
as trustee for the Sharon De Longville Family Trust  
"the Sub-Landlord"

**SHARON MONIQUE DE LONGVILLE**  
"the Sub-Tenant"

- and -

**KERRY ALAN BRADSHAW**  
**JANET PATRICIA BRADSHAW**  
"the Head Landlord"

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**SUB-LEASE**  
**124 FITZGERALD STREET, NORTHAM**

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**IRDI LEGAL**  
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## SUB-LEASE

THIS DEED OF SUB-LEASE is made the \_\_\_\_\_ day of \_\_\_\_\_ 2010

### BETWEEN:

**SHANEIL HOLDINGS PTY LTD** (ACN 050 543 078) as trustee for the Sharon De Longville Family Trust of 52 Stoneham Road, Attadale ("the Sub-Landlord");

**SHARON MONIQUE DE LONGVILLE** of 52 Stoneham Road, Attadale ("the Sub-Tenant");

and

**KERRY ALAN BRADSHAW** and **JANET PATRICIA BRADSHAW** both of 29 Forrest Street, North Beach ("the Head Landlord").

### BACKGROUND:

- A. By virtue of the Head Lease and the assignments and extensions of it as may be specified in Item 2 of the Schedule the Sub-Landlord is vested of an estate as Tenant of the Premises for the Head Lease Term and at the Head Lease Rent together with the benefit of the Options of Renewal.
- B. Subject to the consent of the Head Landlord, the Sub-Landlord has agreed to grant to the Sub-Tenant a sub-lease of the Sub-Leased Premises for the Sub-Lease Term together with the benefit of the Term of Renewal and at the Sub-Lease Rent and on the terms, covenants and conditions contained in this sub-lease.
- C. The Head Landlord gives its consent to this sub-lease as evidenced by its execution as a party to this sub-lease.

### OPERATIVE PART:

The parties agree as follows:

#### 1. DEFINITIONS AND INTERPRETATION

##### 1.1. Definitions

In this sub-lease unless the contrary intention appears:

- 1.1.1. "Head Lease" means the lease specified in Item 1 of the Schedule;
- 1.1.2. "Head Lease Rent" means the rent specified in Item 3 of the Schedule;
- 1.1.3. "Head Lease Term" means the term specified in Item 4 of the Schedule;

- 1.1.4. **"Option of Renewal"** means the option(s) of renewal (if any) contained in the Head Lease as specified in Item 5 of the Schedule;
- 1.1.5. **"Premises"** means the premises specified in Item 6 of the Schedule;
- 1.1.6. **"Schedule"** means the schedule to this sub-lease;
- 1.1.7. **"Sub-Leased Premises"** means the premises specified in Item 7 of the Schedule;
- 1.1.8. **"Sub-Lease Rent"** means the rent specified in Item 8 of the Schedule;
- 1.1.9. **"Sub-Lease Term"** means the term specified in Item 9 of the Schedule;
- 1.1.10. **"Term"** means the Sub-Lease Term and any extension or renewal of it;
- 1.1.11. **"Term of Renewal"** means the option(s) of renewal (if any) specified in Item 10 of the Schedule.

## 1.2. **Interpretation**

### 1.2.1. **Headings, Number, Gender and Person**

Headings and clause numbers are for convenience only and do not affect the interpretation of this sub-lease; words importing the singular include the plural and vice versa; words importing a gender include any gender; reference to a person includes a reference to a natural person, a corporation and any entity capable of being the subject of legal proceedings.

### 1.2.2. **Statutes**

Reference to a statute includes all regulations, proclamations or by-laws issued under that statute and any amendment consolidating or replacing the statute.

### 1.2.3. **Joint and Several**

An obligation on the part of two or more persons binds them jointly and severally.

### 1.2.4. **Governing Law**

This sub-lease must be construed in accordance with and governed by the laws of Western Australia.

## 2. OPERATIVE PART

The Sub-Landlord sub-leases the Sub-Leased Premises to the Sub-Tenant for the Sub-Lease Term at the Sub-Lease Rent and subject to the following terms, covenants and conditions.

## 3. SUB-TENANT'S COVENANTS

The Sub-Tenant covenants with the Sub-Landlord as follows:

- 3.1. to pay the Sub-Lease Rent at the times and in the manner appointed for payment in Item 8 of Schedule;
- 3.2. to use the Sub-Leased Premises solely for the purpose specified in Item 12 of the Schedule and not without the prior written consent of the Head Landlord and the Sub-Landlord use the Sub-Leased Premises for any other purpose.

## 4. INCLUSION OF TERMS OF HEAD LEASE

This Sub-Lease is made on the same terms as the Head Lease which will apply between the Sub-Landlord and the Sub-Tenant as if the terms and conditions of the Head Lease were set out as covenants between the Sub-Landlord and the Sub-Tenant except for:

- 4.1. the covenants described in Item 11 of the Schedule which will be excluded from this Sub-Lease; and
- 4.2. any terms and conditions which are expressly or by necessary implication modified.

## 5. ACKNOWLEDGEMENT OF SUB-LEASE

The Sub-Tenant acknowledges and confirms that:

- 5.1. this sub-lease is dependent on the existence and continuance of the Head Lease;
- 5.2. this sub-lease may come to a premature end on termination of the Head Lease.

## 6. SUB-LANDLORD'S COVENANTS RELATING TO HEAD LEASE

### 6.1. Covenant with Sub-Tenant

The Sub-Landlord covenants with the Sub-Tenant to act, with reference to the Sub-Tenant, in respect of the Head Lease and the Head Landlord, as is provided in this clause.

### 6.2. Observe Head Lease

The Sub-Landlord covenants to pay the Head Lease Rent and outgoings due under the Head Lease and to comply with the Sub-Landlord's obligations under the Head Lease.

6.3. **Enforce Head Landlord's Obligations**

The Sub-Landlord will use its reasonable endeavours to enforce the covenants and obligations of the Head Landlord under the Head Lease, if requested by the Sub-Tenant, to the extent that they may affect the Sub-Tenant's use and occupation of the Sub-Leased Premises, but without being obliged to institute litigation against the Head Landlord.

6.4. **Apply for consents**

The Sub-Landlord will use its reasonable endeavours and act honestly, reasonably and promptly, to procure the consent of the Head Landlord when that consent is required by the Sub-Tenant, but that does not preclude the Sub-Landlord from:

- 6.4.1. refusing consent to the Sub-Tenant under this sub-lease in respect of that matter; and
- 6.4.2. informing the Head Landlord of the Sub-Landlord's refusal of consent and the reasons for the refusal.

6.5. **Furnish copies of notices**

The Sub-Landlord will forward to the Sub-Tenant, within seven (7) days after the receipt of notices or correspondence from the Head Landlord or from any local government or statutory authority relating to breaches of the Head Lease or requiring any work to be done or relating to use or occupation of the Sub-Leased Premises, copies of those notices or correspondence.

6.6. **Permit Sub-Tenant to remedy breach of Head Lease**

- 6.6.1. If the Head Landlord has served notice on the Sub-Landlord alleging breaches of the Head Lease, threatened to terminate the Head Lease or to re-enter the Premises, or if the Head Landlord has required the Sub-Tenant to pay to the Head Landlord the Sub-Lease Rent and outgoings payable under this sub-lease, the Sub-Landlord will take no objection to payments being made by the Sub-Tenant to the Head Landlord and to other reasonable actions by the Sub-Tenant to remedy breaches of the Head Lease.
- 6.6.2. The Sub-Tenant may offset those payments and the reasonable cost of remedying breaches of the Head Lease against the Sub-Lease Rent and outgoings payable under this sub-lease.

6.7. **Not to permit determination of lease**

The Sub-Landlord covenants not to permit this sub-lease and the Sub-Tenant's estate to be terminated due to the termination of the Head Lease as a result of the Sub-Landlord's breach, default or repudiation under the Head Lease.

6.8. **Quiet Enjoyment**

The Sub-Landlord covenants that if the Sub-Tenant complies with its financial and other obligations under this sub-lease, the Sub-Tenant may peaceably hold and enjoy the Sub-Leased Premises for the Term of this sub-lease without interruption or disturbance from the Head Landlord, the Sub-Landlord, or any person lawfully claiming by, from or under either of them.

7. **SUB-TENANT'S COVENANTS RELATING TO HEAD LEASE**

7.1. **Covenants with Sub-Landlord**

The Sub-Tenant covenants with the Sub-Landlord to act, with reference to the Sub-Landlord, in respect of the Head Lease and the Head Landlord, as is provided in this clause.

7.2. **Observe Head Lease**

The Sub-Tenant covenants to perform and observe the covenants and obligations contained in the Head Lease and on the part of the tenant named in the Head Lease to be performed and observed so far as these relate to the use and occupation of the Sub-Leased Premises and may be performed by the Sub-Tenant.

7.3. **Avoid breaches under Head Lease**

The Sub-Tenant will not do, omit or allow anything which may cause the Sub-Landlord to be in breach of the covenants or obligations of the Sub-Landlord under the Head Lease.

7.4. **Right to enter, view and repair**

When the Sub-Landlord or other persons authorised by the Sub-Landlord have the right to enter the Sub-Leased Premises for any purpose or to execute alterations, maintenance or repairs under this sub-lease, or when the Head Landlord has that right under the Head Lease, the Sub-Tenant will permit the Head Landlord or persons authorised by the Head Landlord to enter the Sub-Leased Premises for any of those purposes.

7.5. **Furnish copies of notices**

The Sub-Tenant will forward to the Sub-Landlord, within seven (7) days after the receipt of notices or correspondence from the Head Landlord or from any local government or statutory authority relating to breaches of the Head Lease or requiring any work to be done or relating to use or occupation of the Premises, copies of those notices or correspondence.

8. **CONSENT OF HEAD LANDLORD**

The Head Landlord consents to this sub-lease on the condition that nothing herein will:

- 8.1. prejudice or discharge the liability of the Sub-Landlord to the Head Landlord under the Head Lease; or

8.2. waive any of the terms and conditions of the Head Lease.

9. **RENT REVIEW**

The Sub-Lease Rent under this sub-lease will be reviewed at the same times and in the same manner as the Head Lease Rent is reviewed under the Head Lease, but the Sub-Lease Rent will be five per centum (5%) more than the Head Lease Rent.

10. **RENEWAL OF TERM**

10.1. Subject to the Head Lease being extended on the terms and conditions contained in it, and if the Sub-Tenant wants to renew the Sub-Lease Term he must give to the Sub-Landlord notice in writing to that effect not earlier than six (6) calendar months but not later than three (3) calendar months prior to the expiration of the Sub-Lease Term.

10.2. If at the time of giving that notice there is no outstanding breach or non-observance of any of the terms of this Sub-Lease and if in the meantime the Sub-Landlord's right of re-entry has not otherwise arisen then the Sub-Landlord will at the cost of the Sub-Tenant grant to the Sub-Tenant a renewal of the Sub-Lease Term for the Term of Renewal.

10.3. The renewal will otherwise be on the same terms and conditions as are contained or implied in this sub-lease other than for this right of renewal or if further renewal rights are provided for in the Schedule then for the further period or periods stated subject always to the provisions of this clause.

11. **COSTS**

The Sub-Tenant must pay:

11.1. the Head Landlord's and the Sub-Landlord's reasonable legal costs (including instruction fee) and all duties, fees, charges and expenses of or incidental to:

11.1.1. the preparation, completion and stamping of this sub-lease and any renewal of it;

11.1.2. any application for the consent of the Head Landlord or the Sub-Landlord under this sub-lease;

11.1.3. any and every breach or default by the Sub-Tenant under this sub-lease; and

11.1.4. the exercise or attempted exercise of any right, power, privilege, authority or remedy of the Head Landlord or the Sub-Landlord under or by virtue of this sub-lease; and

11.2. the fees of all professional consultants properly incurred by the Head Landlord and the Sub-Landlord in consequence of or in connection with breach of default by the Sub-Tenant under this sub-lease.



**12. ADDITIONAL TERMS**

The additional terms, covenants and conditions (if any) set out in Item 13 of the Schedule are to be treated as incorporated in this sub-lease as if fully set out in it and in the event of any inconsistency with the terms, covenants and conditions contained in this sub-lease then the terms, covenants and conditions set out in the Schedule will prevail.

**THE SCHEDULE****Item 1 - The Head Lease (sub-clause 1.1.2)**

A deed of lease dated the \_\_\_\_\_ day of \_\_\_\_\_ 2010 between the Head Landlord as lessor, the Sub-Landlord as lessee and the Sub-Tenant as Guarantor, a copy of which has been produced to the Sub-Tenant and is annexed to this sub-lease and marked with the letter "A".

**Item 2 - Assignment of Head Lease (recital A)**

Not any.

**Item 3 - The Head Lease Rent (sub-clause 1.1.2)**

**FIFTY TWO THOUSAND DOLLARS** (\$52,000.00) per annum plus GST and outgoings and subject to review as provided for in the Head Lease.

**Item 4 - The Head Lease Term (sub-clause 1.1.3)**

A term of 10 years commencing on the 11<sup>th</sup> day of March 2010 and expiring at midnight on the 10<sup>th</sup> day of March 2020.

**Item 5 - Option(s) of Renewal Contained in Head Lease (sub-clause 1.1.4)**

Two periods each of five (5) years.

**Item 6 - Premises (sub-clause 1.1.5)**

124 Fitzgerald Street, Northam and being more particularly described in the Head Lease.

**Item 7 - The Sub-Leased Premises (sub-clause 1.1.7)**

The Premises described in Item 6 of the Schedule.

**Item 8 - The Sub-Lease Rent (sub-clause 1.1.8)**

**FIFTY FOUR THOUSAND SIX HUNDRED DOLLARS** (\$54,600.00) per annum plus GST and outgoings payable in advance by equal consecutive calendar monthly instalments each of **FOUR THOUSAND FIVE HUNDRED AND FIFTY DOLLARS** (\$4,550.00) plus GST and outgoings. All monthly payments are to be payable and paid on the 1st day of each and every month during the Term or any extension or renewal of it PROVIDED HOWEVER that the first payment must be made on the first day of the Term and if necessary that payment and the final payment will be apportioned for the part of the month then remaining.

**Item 9 - The Sub-Lease Term (sub-clause 1.1.9)**

Commencement Date: The 11<sup>th</sup> day of March 2010  
 Expiry Date: The 10<sup>th</sup> day of March 2020

**Item 10 - Term of Renewal (sub-clause 1.1.11)****The First Term of Renewal**

Period: 5 years (less one day)  
 Commencement Date: The 11<sup>th</sup> day of March 2020  
 Expiry Date: The 10<sup>th</sup> day of March 2025

**The Second Term of Renewal**

Period: 5 years (less one day)  
 Commencement Date: The 11<sup>th</sup> day of March 2025  
 Expiry Date: The 10<sup>th</sup> day of March 2030

**Item 11 - Covenants Excluded from this sub-Lease (clause 4)**

In respect of clause 4, the following provisions of the Head Lease are excluded as covenants, agreements and conditions to be complied with by the Sub-Tenant:

- (a) The Term referred to in clause 1.
- (b) The Rent referred to in clause 1.

**Item 12 - Permitted Use of Sub-Leased Premises (clause 3.2)**

The Sub-Leased Premises will at all times be used for the purposes of a pharmacy.

**Item 13 - Additional Terms (clause 12)****13.1 Pharmacy Act**

During any time when this deed is a deed to which the Pharmacy Act 1964 applies:

- (a) the provisions of this deed are subject to the provisions of that Act; and
- (b) any provision of this deed giving a right or power to the Landlord to control access by the Sub-Tenant to the Leased Premises, or the manner in which the Sub-Tenant's business is carried on, or to

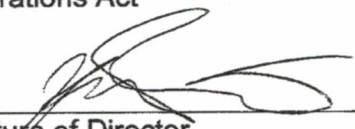
receive any consideration that varies according to profits or takings, or to require that goods or services are purchased or obtained from a supplier specified in this deed, or to have access to records or accounts otherwise than for the purpose of determining whether or not the grantor of a Bill of Sale is complying with the conditions of that Bill of Sale, does not apply to the extent only that the provision is so prohibited, made void or is otherwise unenforceable, but without prejudice to the other provisions of this deed, which continue in full force and effect.


13.2 **After Hours Access**

Despite any provision contained to the contrary, nothing contained in this deed will operate to prevent the Sub-Tenant from entering the Leased Premises at any time to dispense emergency medication or supply emergency goods in connection with the practice of the Sub-Tenant's profession as a Pharmaceutical Chemist.

EXECUTED by the parties as a deed.

EXECUTED by **SHANEIL HOLDINGS PTY LTD** (ACN 050 543 078) as trustee for the Sharon De Longville Family Trust in accordance with section 127 of the Corporations Act

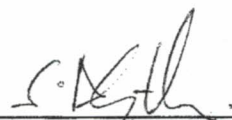

  
\_\_\_\_\_  
Signature of Director  
KIMBERLEY O'BRIEN  
\_\_\_\_\_  
Print name of Director

  
\_\_\_\_\_  
Signature of Director/Secretary  
SHARON DE LONGVILLE  
\_\_\_\_\_  
Print name of Director/Secretary

Signed by )  
**SHARON MONIQUE DE LONGVILLE** )  
in the presence of: )

**Witness:**

Signature  
Name (please print)  
Address (please print)  
Occupation (please print)

  
\_\_\_\_\_  
  
\_\_\_\_\_  
DAVID DE LONGVILLE  
\_\_\_\_\_  
ST CLOUD HARBOUR RD YORK  
WA 6302  
\_\_\_\_\_  
RETIRED

Signed by KERRY ALAN BRADSHAW )  
in the presence of:

*Kerry A Bradshaw*

Witness:

*CA*

Address: 50 Como St, Como WA 602.

Occupation: Pharmacist.

Signed by JANET PATRICIA )  
BRADSHAW in the presence of:

*JPB Bradshaw*

Witness:

*CA*

Address: 50 Como St, Como WA 6152.

Occupation: Pharmacist.