

## FIRST SCHEDULE

**LESSORS: KERRI-ANN LENORE BROOKS and STEVEN JAMES BROOKS** as Trustees for the Team Brooks Superannuation Fund (referred to herein as the "BROOKS FUND), as to a 21.8% ownership (referred to herein as the "BROOKS FUND interest), as tenant in common.

**LESSEES: KERRI-ANN LENORE BROOKS and STEVEN JAMES BROOKS** of Norfolk Island

**TERM OF LEASE:** Ten (10) years .  
(the initial term)

**DATE OF COMMENCEMENT OF LEASE:** 8 March 2022

**RENT and OUTGOINGS:**  
(and manner of payment of rent)

### **RENT:**

The Lessees shall pay rent to the BROOKS FUND interest in the following manner and so as to represent the Lessors separate ownership interest in the leased property.

### **BROOKS FUND rent**

*This should be 21.8% x \$1,300,000 x 10% = \$28,340 (based on valuation) client by error calculated at 22.8%*

1. The Lessees shall pay rent to the BROOKS FUND interest for the first twelve (12) months of the initial term at the rate of \$2,500.00 per month payable by the Lessees to the BROOKS FUND interest in advance commencing as from 1 March 2022 and on the first day of each month thereafter for the first year of the initial term. This is based on 10% of the curb side valuation mean provided annually to the BROOKS FUND. Alternately, should a more formalised valuation be made, this will be used as the valuation in the long term for this calculation.

2. The monthly rent payable for ensuing years of the said initial term shall be a sum as negotiated between the parties based on the valuation at hand.

### **WATER ASSURANCE CHARGES, WATER USE AND ADDITIONAL GOVERNMENT IMPOSTS AND CHARGES**

In addition to the rental and any other charges payable by the Lessee to the Lessor under this Lease, the Lessee is to pay all charges assessed and levied against the Lessor pursuant to the Water Assurance Charges Act 1991 and any other Government taxes, rates, charges or levies imposed on the subject Leased property during the term of this Lease or any extension thereof. The Lessee shall pay such charges as and when the same are issued to the Lessee and if paid by the Lessor, then to reimburse the Lessor within 7 days of the presentation by the Lessor to the Lessee of the account for such charges.

### **PROPERTY INSURANCE**

Lessee will pay the full annual property insurance directly to the insurer.



**PERMITTED USE** (clause 6):

Conduct by the Lessee from the land hereby Leased as is more particularly described and provided for in the SECOND SCHEDULE hereto of the Lessees tourist accommodation business known as "**CHANNERS ON NORFOLK GARDENSIDE APARTMENTS**" of Norfolk Island.

Such permitted use provided for herein shall be in accordance with and otherwise subject to the terms and conditions as provided for in this Lease and it's Schedules.

**SECOND SCHEDULE**

(Description of Leased Premises, property and interests for the Lease term)

The use and occupation of all that land and buildings on the Lessor's land described in Item 1 first page of this Lease including any variation thereto by subdivision or realignment process occurring during the term of this Lease and including all fixtures and fittings thereto being the property and ownership of the Lessor in common but subject to the right of passage of occupiers and users who seek to utilise the driveway servicing the improvements and buildings hereby leased, to gain access to and use of the adjoining rear Portion 52h4 or any other improvements thereon.

A handwritten signature in black ink, appearing to be 'J. S. B.', located in the bottom right corner of the page.