



**COURTICE
LEGAL**

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PARTIES:

**GM & JJ MULLER PROPERTIES PTY LTD ACN 130 740 998
AS TRUSTEE FOR MARJAN INTERNATIONAL PTY LTD**

(LESSOR)

AND

**ACTIVE MEDICAL SUPPLIES PTY LTD ACN 119 826 765
AS TRUSTEE FOR THE M & J MULLER FAMILY TRUST**

(LESSEE)

DEED OF VARIATION AND EXTENSION OF LEASE

Dated this 30TH day of AUGUST, 2017

THIS DEED made the

30TH

day of

August

2017

**BETWEEN: GM & JJ MULLER PROPERTIES PTY LTD ACN 130 740 998
AS TRUSTEE FOR MARJAN INTERNATIONAL PTY LTD**

(Lessor)

**AND: ACTIVE MEDICAL SUPPLIES PTY LTD ACN 119 826 765
AS TRUSTEE FOR THE M & J MULLER FAMILY TRUST**

(Lessee)

RECITALS:

- A. By a Lease between the Lessor and a predecessor to the Lessee dated 5 September 2011 (**Lease**) the Lessor agreed to let and the Lessee agreed to take the premises more particularly described in the Lease (**Premises**) for the term and at the rent and subject to the covenants contained in the Lease.
- B. The Lease, inter alia, provides for the Lease to expire on 31 August 2017.
- C. Notwithstanding the date of this Deed, the Lessor and the Lessee have agreed to extend the term for the Further Term and vary the Lease on the terms and conditions contained in this Deed including that:
- (i) two further options each of three (3) years be granted by the Lessor to the Lessee to be operative from the end of the Further Term;
 - (ii) rent for the first Rental Year of the Further Term 1 September 2017 to 31 August 2018 is \$180,755.00 plus GST.

NOW THIS DEED WITNESSES as follows:

1. Term

- 1.1 In consideration of the Rent reserved by this Deed and the covenants contained in this Deed the Lessor hereby leases the Premises to the Lessee to be held by the Lessee as tenant for the Further Term on the same terms and conditions as those contained in the Lease with such variations and modifications as are contained in this Deed and the Schedule.

2. Performance of Lease

- 2.1 The Lessor and the Lessee covenant to perform and observe during the term granted by this Deed all the covenants, agreements and conditions contained in the Lease (subject to any variation contained in this Deed) and which are on their respective parts required to be performed and observed.

3. Lease to be Binding as Varied

- 3.1 Subject only to any variations contained in this Deed and such other alterations (if any) as may be necessary to make the Lease consistent with this Deed and the term of the tenancy created by this Deed the covenants and conditions contained in the Lease remain in full force and effect and are to be read and construed and be enforceable as if the terms of this Deed were inserted in it by way of addition or substitution as the case may be.

4. **Costs**

4.1 The Lessee must pay the Lessor's legal costs of an incidental to the negotiation, preparation, execution and stamping of this Deed and all duty assessed on this Deed.

5. **Definitions and Interpretation**

5.1 **Definitions**

In this Deed, unless the context otherwise requires:

Deed means this document.

Further Term means the period commencing on 1 September 2017 and expiring on 31 August 2020.

5.2 **Interpretation**

(a) In this Deed, unless the contrary intention appears:

- (i) a reference to this Deed or another instrument includes any variation or replacement of them;
- (ii) a reference to a Statute, ordinance or other Law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (iii) the singular includes the plural and vice versa;
- (iv) the masculine includes the feminine and neuter; the feminine includes the masculine and neuter; the neuter includes the masculine and feminine;
- (v) the word person includes a firm, body corporate, an unincorporated association or an authority;
- (vi) a reference to a person includes a reference to the person's Executors, Administrators, successors, substitutes and assigns;
- (vii) an agreement, representation or warranty on the part of or in favour of two (2) or more persons binds or is for the benefit of them jointly and severally;
- (viii) headings are inserted for convenience only and do not affect the interpretation.

(b) Words or phrases defined in the Lease and used in this Deed have the same meaning in this Deed as in the Lease unless the contrary intention appears.

SCHEDULE**AMENDMENTS TO LEASE**

1. Item 6 of the Form 7 is deleted and replaced with the following:

Commencement Date: **1 September 2017**
Expiry Date: **31 August 2020**
Options: **2 x 3 years**

2. Item 7 of the Form 7 is amended by replacing "\$141,270.00" with "\$180,755.00".
3. The Reference Data comprising page 2 of the Lease is replaced with the attached Annexure "A".
4. Paragraph C of Clause 17.1 shall read:-

"If the number of options specified in Item 8 of the Reference Data is more than one the number of option terms will be reduced by one and if no further options exist then this Clause 17.1 shall be omitted it being understood if both options were exercised by the Tenant this Lease would expire on 31 August 2026."

EXECUTED AS A DEED

EXECUTED by **GM & JJ MULLER**)
PROPERTIES PTY LTD ACN 130 740 998 in)
accordance with Section 127 of the Corporations)
Act with the authority of the *Director/**Sole)
Director and Secretary)

A Director

_____)
A Director/Secretary

G.M. MULLER
A Full name of Director

_____)
A Full name of Director/Secretary

* Delete if a sole director/secretary proprietary company
** Delete if not a sole director/secretary proprietary company

EXECUTED by **ACTIVE MEDICAL SUPPLIES**)
PTY LTD ACN 119 826 765 in accordance with)
Section 127 of the Corporations Act with the)
authority of the *Director/**Sole Director and)
Secretary)

A Director

_____)
A Director/Secretary

Cyde Muller
A Full name of Director

_____)
A Full name of Director/Secretary

* Delete if a sole director/secretary proprietary company
** Delete if not a sole director/secretary proprietary company

Title Reference 50652551

This is the Schedule referred to in the FORM 7 LEASE dated the 5th day of September 2011.

1. REFERENCE DATA

- ITEM 1: PARTIES:**
Landlord: GM & JJ Muller Properties Pty Ltd ACN 130 740 998 as trustee for Marjan International Pty Ltd
Address for Notices: PO Box 3392, Tingalpa DC, Qld, 4173
Tenant: Active Medical Supplies Pty Ltd ACN 119 826 765 as trustee for the M & J Muller Family Trust
Address for Notices: 35 Southgate Avenue, Cannon Hill, Qld, 4170
- ITEM 2: TERM:**
Date of Commencement: 3 years
01/09/2017
Expiration Date: 31/08/2020
- ITEM 3: BUILDING AND LEASED PREMISES:**
Address of Building: 35 Southgate Avenue, Cannon Hill, Qld, 4170
- ITEM 4: RENT:**
(a) Commencement date of rental payment: 01/09/2017
(b) Rent:
(i) Rent: \$180,755.00 plus GST
(ii) Monthly Rent: \$15,062.91 plus GST
(c) Rent due date: the first day of each Month
(d) Interest on arrears: at the Stipulated Rate as defined in **Part 2**
- ITEM 5: MARKET REVIEW DATE/S:**
Not Applicable during any term but on the first day of any Renewal Terms
- ITEM 6: USE OF PREMISES:**
(i) hospital and aged care equipment office;
(ii) any other use allowed under the town plan regulations applicable to the Premises
- ITEM 7: INSURANCE REQUIREMENTS:**
As set out in **cl. 8.2**
- ITEM 8: RIGHT OF RENEWAL:**
Term: 2 options of 3 years
Date must be exercised in writing: Six (6) months before expiry of current term
Commencement Date of Renewal Term: 01/09/2020, 01/09/2023
- ITEM 9: MARKET REVIEW DATES FOR RENEWAL TERM:**
There are no Market Review Dates during the Renewal Term however the rent for the year commencing 01/09/2020 and 01/09/2023 are Market Review Dates pursuant to **cl. 17**.
- ITEM 10: AMOUNT OF BOND/ GUARANTEE:**
Not Applicable
- ITEM 11: GUARANTORS:**
(name and address) Not applicable