

MEMORANDUM OF EXTENSION OF LEASE

LEASE BEING EXTENDED

A certain Memorandum of Lease between the Lessor as lessor and the Lessee as lessee dated 30 June 2005.

CERTIFICATE(S) OF TITLE OVER WHICH LEASE IS REGISTERED

That portion of the building erected on the land comprised in Certificate of Title Volume 5733 Folios 363 and 364 and Volume 5782 Folio 240 being the area delineated in red on the plan attached to the Lease.

LESSOR (Full Name and Address)

THE CORPORATION OF THE CITY OF UNLEY ABN 63 714 797 082 of 181 Unley Road, Unley SA 5061.

LESSEE (Full Name and Address)

AARON BLEE SCOTT of 34 Walter Street, North Adelaide SA 5006.

CONSIDERATION (Words and Figures)

By mutual agreement and for no monetary consideration whatsoever.

TERM

FOR THE ABOVE CONSIDERATION THE TERM OF THE ABOVE
MEMORANDUM OF LEASE SHALL BE EXTENDED:

COMMENCING ON 15 MAY 2007

AND

EXPIRING AT MIDNIGHT ON 14 MAY 2010

UPON THE SAME TERMS AND CONDITIONS AS ARE EXPRESSED OR IMPLIED IN THE ABOVE
MEMORANDUM OF LEASE EXCEPT WITH THE VARIATIONS FOLLOWING: (See page 2)

CONSENTS

Not Applicable

VARIATIONS

The Lessor and the Lessee covenant and agree that:-

1. The rent payable in respect of the Premises as at the date of commencement of the extended term set out in this Extension of Lease is and shall be **FOURTEEN THOUSAND SIX HUNDRED DOLLARS (\$14,600.00)** per annum (GST exclusive), which rent continues to be subject to review during the extended term in accordance with clause 4.10 of the Lease.
2. This Extension of Lease is granted in fulfilment of and pursuant to the Lessee's exercise of a right of renewal for a further term of three (3) years commencing on 15 May 2007 granted pursuant to clause 4.9 of the Lease and, accordingly, the Lessee shall not be entitled to further renew the Lease and Item 6(b) of the Schedule and clause 4.9 of the Lease shall be deleted.

And in all other respects the terms and conditions of the Lease shall remain in full force and effect in their entirety.

DATED

EXECUTION

LESSOR

THE COMMON SEAL of THE)
CORPORATION OF THE CITY OF UNLEY)
is hereunto affixed in the presence of:)

.....
Mayor

.....
Chief Executive Officer

LESSEE

Signed by AARON BLEE SCOTT in the presence of

A. Gaskell ←
Signature of witness

Aaron Blee Scott ←
Aaron Blee Scott

ALISHA GANSELL
Name of witness (print)

717 COXS HILL RD

ONKAPARINGA HILLS
Address of witness

0438 112923
Phone number of witness

* NB: A penalty of up to \$2000 or 6 months imprisonment applies for improper witnessing.

LANDS TITLES REGISTRATION
OFFICE
SOUTH AUSTRALIA

MEMORANDUM OF EXTENSION OF
LEASE

FORM APPROVED BY THE REGISTRAR-GENERAL

**BELOW THIS LINE FOR OFFICE &
STAMP DUTY PURPOSES ONLY**

Prefix
EL
Series No.

BELOW THIS LINE FOR AGENT USE ONLY

CERTIFIED CORRECT FOR THE PURPOSES
OF THE REAL PROPERTY ACT 1886

Solicitor/Registered Conveyancer/Lessee

AGENT CODE

Lodged by:

Correction to: MINTER ELLISON MIEL
LIW 10856/302 5.06.2007
A_PropEnv:202007.1.doc

TITLES, CROWN LEASES, DECLARATIONS ETC. LODGED WITH
INSTRUMENT (TO BE FILLED IN BY PERSON LODGING)

1.
2.
3.
4.

PLEASE ISSUE NEW CERTIFICATE(S) OF TITLE AS FOLLOWS

1.
2.
3.
4.

DELIVERY INSTRUCTIONS (Agent to complete)
PLEASE DELIVER THE FOLLOWING ITEM(S) TO THE
UNDERMENTIONED AGENT(S)

ITEM(S)	AGENT CODE

CORRECTION	PASSED
REGISTERED	
REGISTRAR-GENERAL	

DISCLOSURE STATEMENT

UNDER SECTION 12 OF *RETAIL AND COMMERCIAL LEASES ACT 1995*

INFORMATION FOR LESSEES

Please read the following information carefully.

What is a lease?

A lease is a very important document. It is a legally binding contract between the lessor (landlord) and the lessee (tenant). It sets out the rights and obligations of the lessor and the lessee.

A document that binds the lessee to enter into a lease or to take a shop on lease for a renewed term should be treated as if it were the lease.

What should I look for in a lease?

The main features to consider are:

- the term of the lease;
- whether there is an option to renew or extend the lease (and the method of exercising any such option);
- the rent and the basis for rent reviews;
- the amounts that the lessee will have to pay in addition to rent e.g. fit out costs, maintenance and repair costs and shared operating expenses;
- the consequences of breaching a term of the lease.

Make sure you read the whole document and understand the obligations it will place on you, especially the extra charges in addition to rent that you will have to pay.

What information is the lessor required to give me?

The lessor must give you a copy of the proposed lease and this disclosure statement. The disclosure statement must contain the matters set out in section 12 of the *Retail and Commercial Leases Act 1995*.

What should I do before signing a lease or other binding document?

Do not sign until you understand exactly what your obligations under the lease will be.

Before signing a lease or other binding document, you should obtain independent legal and financial advice.

- You should discuss the lease (or any agreement for a lease) and the disclosure statement with your own lawyer or leasing adviser.
- You should seek advice about the financial commitments under the lease from your own accountant or recognised financial or business adviser.
- You should also seek advice from an association representing the interest of lessees.

Before signing a lease or other binding document, oral representations made by the lessor or the lessor's agent on which you have relied should be reduced to writing and signed by or on behalf of the lessor.

Before signing a lease or other binding document, the lessee should sign an acknowledgment of receipt of the disclosure statement.

IMPORTANT NOTICE

EXCLUSION OF WARRANTY OF FITNESS FOR PURPOSE

Retail and Commercial Leases Act 1995: Section 18
Retail and Commercial Leases Regulations 1995: Regulation 7

THE LESSOR DOES NOT WARRANT THAT THE PREMISES THAT YOU ARE ABOUT TO LEASE WILL, FOR THE DURATION OF YOUR LEASE, BE STRUCTURALLY SUITABLE FOR THE TYPE OF BUSINESS THAT YOU INTEND TO CARRY ON

ACKNOWLEDGMENT OF RECEIPT OF DISCLOSURE STATEMENT

I received a disclosure statement under section 12 of the *Retail and Commercial Leases Act 1995*

on X 15 June 2007 [date of receipt]

from

The Corporation of the City of Unley [name of lessor]

relating to

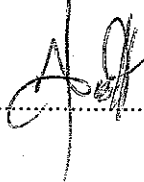
Unit 1, 71 -73 King William Road, Unley [address/description of shop]

Date: X 15 JUNE 2007 [date of signing]

Lessee:

Aaron Blee Scott

34 Walter Street, North Adelaide, SA 5006 [name]

X  [address]

..... [signature]

DISCLOSURE STATEMENT

Shop Details

1. Shop to be leased:

Unit 1, 71-73 King William Road, Unley SA 5061

[address and shop number]

2. Lettable area of shop:

Approximately 56 square metres

3. The shop may be used only for the following purposes:

Office

4. The shop is in a retail shopping centre within the meaning of the *Retail and Commercial Leases Act 1995*. See Appendix B for details.

The shop is not in a retail shopping centre within the meaning of the *Retail and Commercial Leases Act 1995*.

Lessor details

5. The lessor is the owner of the shop.

The lessor leases the shop. The following rights and obligations of the lessor under the lessor's lease are relevant to the proposed lease:

.....
.....
.....

Term of lease and renewal or extension

NOTE: Part 4A of the *Retail and Commercial Leases Act 1995* contains provisions that govern the term and renewal of certain leases. In some circumstances, Division 3 of Part 4A provides a preferential right of renewal of a lease of a shop in a shopping centre entered into on or after 6 October 1997.

6. Term of lease: 15 May 2007 to midnight 14 May 2010

7. *[tick one box and fill in details if required]*

There is no right to renew or extend the term of the lease.

The lessee has a right to renew or extend the term of the lease as follows:

Lessee's access to shop

8. The lessee will have access to the shop during the following hours that fall outside trading hours:

24 hour access

9. The shop will be available for occupation by the lessee on:

Date of Commencement of Lease

Legal consequences on breach of lease

10. **The legal consequences of breach of a term of the lease are set out in the following clauses of the lease:**

Clauses 4.1, 4.2, 4.3, 4.4, 4.5 and 4.6 of the Memorandum of Lease

The consequences of early termination of the lease by the lessee are as follows:

Depending upon the nature of the early termination by the lessee, the lessor may do one or more of the following:

- sue the lessee for damages with or without accepting the termination;
- sue the guarantors (if any) for damages;
- make demand on a bank guarantee (if any);
- accept the lessee's termination and re-enter the premises (with or without claiming damages);
- require the lessee to pay default interest on unpaid money (including unpaid rent).

The consequences of other breaches are as follows:

- distrain for unpaid rent (ie. enter the premises and seize and sell the lessee's goods and chattels);
- terminate the lease;
- re-enter the premises;
- remedy the breach itself and recover the cost of doing so from the lessee;
- obtain specific performance (ie. a compulsory performance) of the lessee's obligations under the lease;
- obtain an injunction (ie. a compulsory restraint) against that or any other breaches by the lessee.

Monetary obligations of lessee

11. The lessee's obligations to pay rent, capital expenditure, outgoings and other monetary amounts are set out in Appendix A.

Date: **5 June 2007**

Lessor: **The Corporation of the City of Unley**

APPENDIX A : MONETARY OBLIGATION OF LESSEE

PART 1 - RENT

1. The base rent payable for the shop under the lease is:

\$14,600 per annum (GST exclusive)

2. The base rent may be changed on the following basis:

Reviewed to CPI on each anniversary of the commencing date

3. The following rent calculated on the following basis is also payable under the lease:

Not Applicable

PART 2 - CAPITAL EXPENDITURE

[tick the appropriate box or boxes and include relevant attachments as required]

The lessee will be liable for the following kinds of capital expenditures:

- making good damage to the premises arising when the lessee is in possession or entitled to possession of the premises;
- fitting or refitting the shop - see attachment marked " " for details;
- providing fixtures, plant or equipment - see attachment marked " " for details;
- contributions to a sinking fund to cover major items of repair or maintenance - see attachment marked " " for details.

PART 3 - OUTGOINGS

1. The lessee will be liable to pay or reimburse the following categories of outgoings:

Category of outgoings	Estimate of lessee's annual liability	
local government rates and charges	\$1,685	per year
electricity (common area only)	\$110.00	per year
gas and oil	\$	per year
water and sewerage rates and charges	\$720.00	per year
sewerage disposal and sullage	\$	per year
energy management systems	\$	per year
air conditioning/ventilation	\$	per year
building intelligence and emergency systems	\$	per year
fire protection	\$	per year
security	\$	per year
lifts and escalators	\$	per year
public address/music	\$	per year
signs	\$	per year
public telephones	\$	per year
insurance	\$	per year
pest control	\$	per year
uniforms	\$	per year
car parking	\$	per year
child minding	\$	per year
gardening	\$	per year
cleaning	\$	per year
audit fees	\$	per year
management costs	\$	per year
maintenance and repairs	\$	per year
other [<i>specify</i>] emergency services levy	\$200.00	per year
TOTAL	\$2,715.00	per year

2. *[tick one box and fill in details if required]*

- The lessee is liable for the full amount of the outgoings.
- The lessee is liable for a proportion of the outgoings calculated according to the following formula:

3. *[tick one box and fill in details if required]*

- The amount the lessee is required to pay towards outgoings does not include a margin of profit for the lessor.
- The amount the lessee is required to pay towards outgoings includes a margin of profit for the lessor as follows:

PART 4 - OTHER MONETARY OBLIGATIONS

[tick one box and fill in details if required]

- The lessee will not be liable for any other kinds of monetary obligations.
- The lessee will also be liable for the following kinds of monetary obligations:
 - All gas, oil, electricity, excess water or water consumption charges, telephone and other utilities assessed or charged in respect of the premises;
 - One half of the lessor's legal costs and disbursements in respect of the lease and all such costs in respect of related documents;
 - all stamp duty and (if applicable) LTO fees and one half of mortgagee consent and production fees;
 - general repair, maintenance, repainting and cleaning of the premises;
 - glass and public liability insurance for \$10,000,000 and insurance of the lessee's fixtures and fittings.

