

WILLIAM MOLINARO

(Landlord)

and

REFLECTIONS CO. PTY LTD (ACN 615 253 122)

(Tenant)

and

KELLY JANE AVAGE & RACHEL WAGSTAFF

(Guarantors)

DEED OF VARIATION OF LEASE



119 Main Street, Bairnsdale
PO Box 473, Bairnsdale
Telephone: (03) 5152 2661 Facsimile: (03) 5152 3569 Email: wgm@wgm.com.au
Ref: RMH:SJ:1090324

TABLE OF CONTENTS

PARTIES:	3
BACKGROUND:	3
AGREED TERMS:	3
1. DEFINITIONS AND INTERPRETATION	3
1.1 Definitions	3
1.2 Interpretation	4
2. VARIATION TO LEASE	5
2.1 Variation	5
2.2 Confirmation of Lease terms	5
2.3 Deed is supplemental to Lease	5
2.4 Prior rights not affected	5
3. GUARANTOR'S ACKNOWLEDGEMENT	6
4. INCONSISTENCY	6
5. COSTS	6
6. GOODS AND SERVICES TAX	6
6.1 Definitions	6
6.2 Taxable supply	6
6.3 Payment	7
6.4 Treatment of Landlord's input tax credit	7
6.5 Tax Invoice	7
7. GENERAL	7
7.1 Nature of obligations	7
7.2 Entire understanding	7
7.3 No adverse construction	8
7.4 Further assurances	8
7.5 No waiver	8
7.6 Severability	8
7.7 Successors and assigns	9
7.8 No assignment	9
7.9 Consents and approvals	9
7.10 No variation	9
7.11 Duty	9
7.12 Governing law and jurisdiction	9
7.13 Counterparts	10
7.14 Conflicting provisions	10
7.15 Non merger	10
7.16 Operation of indemnities	10
7.17 No right of set-off	10
7.18 Relationship of parties	10
SCHEDULE: Particulars	12
SCHEDULE: Variations	13
EXECUTED AS A DEED:	14

DEED OF VARIATION OF LEASE

THIS DEED made the _____ day of _____ 2024

PARTIES:

WILLIAM MOLINARO of Po Box 450, EUROA VIC 3666 ("Landlord")

AND

REFLECTIONS CO. PTY LTD (ACN 615 253 122 of C/- Pursuit Advisers 82 Smith Street, WARRAGUL VIC 3820 ("**Tenant**")

AND

KELLY JANE AVAGE of 7 McCulloch Street, BAIRNSDALE VIC 3875 and RACHEL WAGSTAFF of 60 Doherty Street, BAIRNSDALE VIC 3875 ("**Guarantors**")

BACKGROUND:

1. The Landlord is the owner of the Premises.
2. The Tenant leases the Premises under the Lease.
3. The parties want to vary the Lease as set out in this Deed.
4. The Guarantor has consented to the variation of the Lease and the extension of the Guarantee to the obligations of the Tenant under the Lease as varied by this Deed.

AGREED TERMS:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed:

Deed means this deed of variation of lease including any schedules;

Guarantee means the guarantee in Item 4;

Lease means the lease in Item 1 and annexed to this Lease as Annexure B;

Premises means the premises in Item 2;

Schedule means the schedule of particulars attached to this Deed;

Variation Date means the date in Item 3; and

Variations means the variations to the Lease set out in the Schedule marked 'Variations'.

1.2 Interpretation

In this Deed, unless the context requires otherwise:

- (a) the singular includes the plural and vice versa;
- (b) a gender includes the other genders;
- (c) the headings are used for convenience only and do not affect the interpretation of this Deed;
- (d) other grammatical forms of defined words or expressions have corresponding meanings;
- (e) a reference to a document includes the document as modified from time to time and any document replacing it;
- (f) if something is to be or may be done a day that is not a Business Day then it must be done on the next Business Day;
- (g) the word "person" includes a natural person and any body or entity whether incorporated or not;
- (h) the word "month" means calendar month and the word "year" means 12 months;

- (i) the words "in writing" include any communication sent by letter, facsimile transmission or email or any other form of communication capable of being read by the recipient;
- (j) a reference to a thing includes a part of that thing;
- (k) a reference to all or any part of a statute, rule regulation or ordinance (statute) includes that statute as amended, consolidated, re-enacted or replaced from time-to-time;
- (l) wherever "include" or any form of that word is used, it must be construed as if it were followed by "(without being limited to)";
- (m) money amounts are stated in Australian currency unless otherwise specified;
- (n) a reference to any agency or body, if that agency or body ceases to exist or is reconstituted, renamed ore replaced or has its powers or functions removed (defunct body), means the agency or body that performs most closely the functions of the defunct body; and
- (o) a reference to an Item is to an item in the Schedule.

2. VARIATION TO LEASE

2.1 Variation

On and from the Variation Date, the Lease is varied by the Variations.

2.2 Confirmation of Lease terms

All provisions of the Lease other than those varied by clause 2.1 remain unchanged and continue in full force.

2.3 Deed is supplemental to Lease

This Deed is supplemental to the Lease and must be interpreted with and having regard to the provisions of the Lease.

2.4 Prior rights not affected

This Deed does not affect the rights and obligations of the parties to the extent that they relate to the time before the Variation Date.

3. GUARANTOR'S ACKNOWLEDGEMENT

The Guarantor by executing this Deed:

- (a) acknowledges the Variations to the Lease that are affected by the execution of this Deed;
- (b) confirms the validity of the Guarantee despite those variations; and
- (c) confirms that the Guarantee extends to the Lease as varied by this Deed, so far as the Variations may affect the Guarantee.

4. INCONSISTENCY

If there is any inconsistency between the provisions of this Deed and the provisions of the Lease, then the provisions of this Deed prevail.

5. COSTS

Each party must bear their own costs in connection with this Deed.

6. GOODS AND SERVICES TAX

6.1 Definitions

In this Deed:

- (a) **GST** has the same meaning as in the GST Act;
- (b) **GST Act** means the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* (as amended); and
- (c) words used in this clause that have defined meaning in the GST Act have the same meaning and are in italics.

6.2 Taxable supply

Except where express provision is made to the contrary, and subject to this clause, the *consideration* payable by any party under this Deed represents the *value* of any *taxable supply* for which payment is to be made.

6.3 Payment

Subject to clause 7.5, if a party makes a *taxable supply* in connection with this Deed for a *consideration*, which, under clauses 7.2 or 7.4, represents its *value*, then the party liable to pay for the *taxable supply* must also pay, at the same time and in the same manner as the value is otherwise payable, the amount of any GST payable in respect of the *taxable supply*.

6.4 Treatment of Landlord's input tax credit

If this Deed requires the Tenant to pay, reimburse or contribute to an amount paid or payable by the Landlord in respect of an *acquisition* from a third party for which the Landlord is entitled to claim an *input tax* credit, the amount required to be paid, reimbursed or contributed by the Tenant will be the value of the *acquisition* by the Landlord plus, if the Landlord's recovery from the Tenant is a *taxable supply*, any GST payable under clause 7.3.

6.5 Tax Invoice

A party's right to payment under clause 7.3 is subject to a *valid tax invoice* being delivered to the party liable to pay for the *taxable supply*.

7. GENERAL

7.1 Nature of obligations

- (a) Any provision in this Deed which binds more than one person binds all of those persons jointly and each of them severally.
- (b) Each obligation imposed on a party by this Deed in favour of another is a separate obligation.

7.2 Entire understanding

(a) This Deed contains the entire understanding between the parties concerning the subject matter of the Deed and supersedes all prior communications between the parties.

(b) Each party acknowledges that, except as expressly stated in this Deed, that party has not relied on any representation, warranty or undertaking of any kind made by or on behalf of another party in relation to the subject matter of this Deed.

7.3 No adverse construction

This Deed is not to be construed to the disadvantage of a party because that party was responsible for its preparation.

7.4 Further assurances

A party, at its own expense and within a reasonable time of being requested by another party to do so, must do all things and execute all documents that are reasonably necessary to give full effect to this Deed.

7.5 No waiver

- (a) A failure, delay, relaxation or indulgence by a party in exercising any power or right conferred on the party by this Deed does not operate as a waiver of the power or right.
- (b) A single or partial exercise of the power or right does not preclude a further exercise of it or the exercise of any other power or right under this Deed.
- (c) A waiver of a breach does not operate as a waiver of any other breach.

7.6 Severability

Any provision of this Deed which is invalid in any jurisdiction must, in relation to that jurisdiction:

(a) be read down to the minimum extent necessary to achieve its validity, if applicable; and

(b) be severed from this Deed in any other case,

without invalidating or affecting the remaining provisions of this Deed or the validity of that provision in any other jurisdiction.

7.7 Successors and assigns

This Deed binds and benefits the parties and their respective successors and permitted assigns.

7.8 No assignment

The Tenant cannot assign or otherwise transfer the benefit of this Deed or the Lease without the prior written consent of the Landlord.

7.9 Consents and approvals

Where anything depends on the consent or approval of a party then, unless this Deed provides otherwise, that consent or approval may be given conditionally or unconditionally or withheld, in the absolute discretion of that party.

7.10 No variation

This Deed cannot be amended or varied except in writing signed by the parties.

7.11 Duty

(a) Any duty (including related interest or penalties) payable in respect of this Deed or any instrument created in connection with it must be paid by the Tenant.

(b) The Tenant undertakes to keep the Landlord indemnified against all liability relating to duty, fines and penalties.

7.12 Governing law and jurisdiction

(a) This Deed is governed by and must be construed in accordance with the laws in force in Victoria.

(b) The Tenant undertakes to keep the Landlord indemnified against all liability relating to the duty, fines and penalties.

7.13 Counterparts

If this Deed consists of a number of signed counterparts, each is an original and all of the counterparts together constitute the same document.

7.14 Conflicting provisions

If there is any conflict between the main body of this Deed and any schedules or annexures comprising it, then the provisions of the main body of this Deed prevail.

7.15 Non merger

A term or condition of, or act done in connection with, this Deed does not operate as a merger of any of the rights or remedies of the parties under this Deed and those rights and remedies continue unchanged.

7.16 Operation of indemnities

Unless this Deed expressly provides otherwise:

(a) each indemnity in this Deed survives the expiry or termination of this Deed; and

(b) a party may recover a payment under an indemnity in this Deed before it makes the payment in respect of which the indemnity is given.

7.17 No right of set-off

Unless this Deed expressly provides otherwise, a party has no right of set-off against a payment due to another party.

7.18 Relationship of parties

Unless this Deed expressly provides otherwise, nothing in this Deed may be construed as creating a relationship of partnership, of principal and agent or of trustee and beneficiary.

SCHEDULE: Particulars

Item 1.	Lease Landlord: <u>WILLIAM MOLINARO</u> Tenant: <u>REFLECTIONS CO. PTY LTD</u> ACN 615 253 122 Guarantors: <u>KELLY JANE AVAGE</u> of 7 McCulloch Street, BAIRNSDALE VIC 3875 and <u>RACHEL WAGSTAFF</u> of 60 Doherty Street, BAIRNSDALE VIC 3875 Date: 22nd February 2013
Item 2.	Premises: 120 Day Street Bairnsdale, being all of the land contained in Certificates of Title Volume 7252 Folio 392, Volume 7601 Folio 133 and Volume 7299 Folio 757
Item 3.	Variation Date: 9th December 2024
Item 4.	Guarantee <u>KELLY JANE AVAGE</u> of 7 McCulloch Street, BAIRNSDALE VIC 3875 and <u>RACHEL WAGSTAFF</u> of 60 Doherty Street, BAIRNSDALE VIC 3875

SCHEDULE: Variations

The Lease is amended as follows:

- (a) Part A, 1. Summary: (b) **Further Term (Clause 4)** be amended to read;

"(i) One (1) further term of Ten (10) years:

27 March 2023 – 26 March 2033.

(both the Lessor and Lessee hereby acknowledging that the option for this term has been validly exercised by the Lessee)

(ii) Four (4) further terms each of Five (5) years;

27 March 2033 – 26 March 2038;

27 March 2038 – 26 March 2043;

27 March 2043 – 26 March 2048;

27 March 2048 – 26 March 2053."

- (b) Part A, 1. Summary, (d) – **Rent Reviews (Clause 5)** be deleted in its entirety and replaced with the following;

"Effective from the 27 March 2025 4% fixed increases annually on each of the following dates;

27 March 2025, 27 March 2026, 27 March 2027, 27 March 2028, 27 March 2029, 27 March 2030, 27 March 2031, 27 March 2032, 27 March 2034, 27 March 2035, 27 March 2036, 27 March 2037, 27 March 2039, 27 March 2040, 27 March 2041, 27 March 2042, 27 March 2044, 27 March 2045, 27 March 2046, 27 March 2047, 27 March 2049, 27 March 2050, 27 March 2051 and 27 March 2052."

Market Review; 27 March 2033, 27 March 2038, 27 March 2043 27 March 2048."

EXECUTED AS A DEED:

SIGNED SEALED AND DELIVERED
by the said **WILLIAM MOLINARO**
in the presence of: Ashley Browning

) Signed by:
) William Molinaro
) 4A4E810C644B463.....

DocuSigned by:
Ashley Browning.....
(Witness) 06BEA808375F468...

EXECUTED by REFLECTIONS CO. PTY LTD (ACN 615 253 122)
in accordance with Section 127 of the *Corporations Act 2001*:

Kelly Avage..... (signature) Rachel Wagstaff..... (signature)
Kelly Avage..... (full name) Rachel Wagstaff..... (full name)
7 McCulloch St, Baringahle..... (address) 60 Dherty St, Baringahle..... (address)
DIRECTOR..... (office held) DIRECTOR..... (office held)

SIGNED SEALED AND DELIVERED
by the said **KELLY JANE AVAGE**
in the presence of:

) Kelly Avage.....
)
)

KATRINA LAUGHTON.....
(Witness)

SIGNED SEALED AND DELIVERED
by the said **RACHEL WAGSTAFF**
in the presence of:

) Rachel Wagstaff.....
)
)

KATRINA LAUGHTON.....
(Witness)

DATED 31-Dec-24 | 8:56:10 AM AEDT 2024

WILLIAM MOLINARO

and

**REFLECTIONS CO. PTY LTD
(ACN 615 253 122)**

and

**KELLY JANE AVAGE AND
RACHEL WAGSTAFF**

DEED OF VARIATION OF LEASE

WARREN, GRAHAM & MURPHY
Solicitors
119 Main Street
BAIRNSDALE VIC 3875

REF: RMH:SJ: 1090324

TEL: (03) 5152-2661

DISCLOSURE STATEMENT

by the landlord under section 26 (1) of the Retail Leases Act 2003

NOTE

This statement is to be completed by the Landlord for renewed leases under section 26(1) of the Retail Leases Act 2003.

If the Tenant has exercised or is entitled to exercise an option to renew a retail premises lease, the Landlord is required to provide this statement to the Tenant at least 21 days before the end of the current term.

In the situation where all of the parties to a retail premises lease enter into an agreement to renew the lease, the Landlord is required to provide this statement to the Tenant no later than 14 days after the entering into of the agreement.

The layout of this statement does not need to be the same as the prescribed disclosure statement in the Retail Leases Regulations 2013.

It is prudent for a Tenant to obtain independent legal and financial advice before renewing a retail premises lease.

The Tenant has remedies including termination of a lease under the Retail Leases Act 2003 if information in this statement is misleading, false or materially incomplete.

Information contained in this statement is correct as at the date of this statement but may change after the date of this statement and during the term of the lease.

DISCLOSURE STATEMENT by the Landlord

LANDLORD:	William Molinaro
TENANT:	Reflections Pty Ltd T/A Peter Murray Funerals
PREMISES:	30-32 Victoria Street, Bairnsdale Victoria 3875

PART 1 KEY INFORMATION

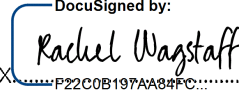
1	Renewal of Lease
1.1	Date on which the option to renew the lease agreement for the premises was exercised, or date on which all of the parties to the lease entered into an agreement to renew the lease. 20/12/ 2022
1.2	Details of any changes from previous disclosure statement.
2	Alteration works
2.1	Are there any alteration or demolition works, planned or known to the landlord at this point in time, to the premises or building/centre, including surrounding roads, during the term or any further term or terms? ☒ Yes New Laser light to be replaced in undercover drive area ☐ No
2.2	Details of any changes from previous disclosure statement.

3	Other matters
3.1	Are there any other matters that may materially affect the tenant's ongoing business and are not referred to in the lease? [e.g. current legal proceedings, planned changes to tenancy mix] ☐ Yes [insert details] ☒ No
3.2	Are there any alteration or demolition works, planned or known to the landlord at this point in time, to land adjacent to or in close proximity to the premises or building/centre, during the term or any further term or terms? ☐ Yes [provide details] ☒ No
3.3	Details of any changes from previous disclosure statement.
4	Other monetary obligations and charges
4.1	Outline any other costs arising under the renewed lease not including costs that are referred to in the statement of outgoings under section 47 of the Act and are not referred to in the lease. Penalty interest in accordance with the lease conditions when the Tenants defaults, and legal costs on the Transfer of the Lease [e.g. interest and legal costs]
4.2	Details of any changes from previous disclosure statement.

PART 2 LANDLORD ACKNOWLEDGEMENTS AND SIGNATURE

5	Acknowledgements by landlord
By signing this disclosure statement, the landlord confirms and acknowledges that: - the landlord has not knowingly withheld information that may materially affect the tenant's ongoing business. Warning to landlord, when completing this disclosure statement: - the tenant may have remedies including termination of lease if the information in this statement is misleading, false or materially incomplete	
6	Landlord's signature
6.1	Name of landlord William Molinaro
6.2	Signed by the landlord or the landlord's agent for and on behalf of the landlord X.....
6.3	Name of the landlord's authorised representative or landlord's agent [insert name of person signing with the authority of the landlord]

6.3	Name of the landlord's authorised representative or landlord's agent <i>[insert name of person signing with the authority of the landlord]</i>	
6.4	Date	/ /2022

PART 3 TENANT ACKNOWLEDGEMENTS AND SIGNATURE		
7	Acknowledgements by the tenant	
By signing this disclosure statement, the tenant confirms and acknowledges that the tenant received this disclosure statement		
8	Tenant's signature	
It is important that a tenant seek independent legal and financial advice before renewing the lease.		
8.1	Name of tenant Rachel Wagstaff	
8.2	Signed by the tenant or for and on behalf of the tenant DocuSigned by:  X.....P22C0B197AA84FC.....	
8.3	Name of the tenant's authorised representative <i>[insert name of person signing with the authority of the tenant]</i>	
8.4	Date 10-Feb-23 1:25:30 PM AEDT 22/12/2022	

Code 150

Renewal of Lease®



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Landlord(s): William Molinaro

Tenant(s): Reflections Pty Ltd T/A Peter Murray Funerals

Premises: 30-32 Victoria Street & 120 Day Street, Bairnsdale, Victoria 3875

Code 150

Renewal of Lease®**About this Renewal of Lease**

You can use this deed to renew an REIV Commercial Lease [Code 143] when it contains an option for another term. You can also use it to record renewals of other forms of commercial, retail, and industrial leases that contain options to renew. Complete this deed in triplicate. One completed, dated and signed part is for the landlord to keep, the second is for the tenant to keep and the third is for your agency file. Keep the completed deed with the lease. Depending on the circumstances, it may be prudent to obtain professional help to complete this deed.

This deed is supplemental to the lease recorded in the Schedule (Lease) and is made on the date set out in the Schedule.

Recitals:

- A. If the landlord named in the Schedule (landlord) is not the landlord named in the Lease, the landlord is now entitled to the reversion when the Lease ends.
- B. If the tenant named in the Schedule (tenant) is not the tenant named in the Lease, the tenant has taken an assignment of the Lease.
- C. The tenant has the right to renew the Lease of the premises described in the Schedule (premises) for the period set out in the Schedule (further term).
- D. The tenant has renewed the Lease of the premises for the further term.
- E. The landlord and the tenant have made this deed to record the further term.

The landlord and the tenant agree -**1. Renewal of the Lease**

- 1.1. The landlord and the tenant agree the Lease of the premises is renewed for the further term commencing on the date set out in the Schedule.
- 1.2. This deed will, so far as may be, be read and have effect as if it contained a full recital of the Lease with such changes as may be required to make it applicable to the further term or to incorporate the special conditions, if any, recorded in the Special Conditions Schedule.
- 1.3. If it is necessary to determine priority between a term of the Lease and a special condition, the special condition has priority.

2. Rent

- 2.1. The initial rent for the further term is set out in the Schedule.
- 2.2. If, at the date of this deed, the initial rent for the further term remains to be agreed then until it is agreed or, if not agreed, is determined, the tenant will continue to pay the rent current at the date on which the immediately preceding term of the Lease came to an end. On the initial rent being agreed, or determined, any necessary adjustment will be made.

3. Security deposit

If necessary, on signing this deed, the tenant will provide the landlord with an additional security deposit so the security deposit is maintained at an amount required by the Lease.

Code 150

Renewal of Lease[®]



4. Guarantee and indemnity

If, during the immediately preceding term, the tenant's observation and performance of the Lease was guaranteed or indemnified or both by a guarantor or guarantors the tenant will, simultaneously with the signing this deed, procure the guarantor or guarantors to provide to the landlord a guarantee or indemnity of the tenant's observance and performance of the lease for the further term, on similar terms to that provided for the immediately preceding term.

5. Retail Leases Regulations (RLR)

If the Retail Leases Act 2003 applies, the tenant acknowledges having received the disclosure statement to be provided by the landlord as required by the RLR.

6. Special Conditions

Unless some other date or dates are specified, the special conditions, if any, in the Special Conditions Schedule have effect beginning on the commencement date of the further term.

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SCHEDULE

Date of this deed: / / 20

Landlord: William Molinaro

Contact Person: William Molinaro

Address: PO Box 450

Postcode: EUROA

ACN:

ABN: 32 630 520 531

Phone:

Mobile: 0408 453 413

Fax:

Email: S_nicholls1@bigpond.com

Tenant: Reflections Pty Ltd T/A Peter Murray Funerals

Contact Person: Rachel Wagstaff

Address: 30-32 Victoria Street & 120 Day Street,
Bairnsdale, Vic

Postcode: 3875

ACN:

ABN: 20-615-253-122

Phone:

Mobile: 0407 846 729

Fax:

Email: rachel@petermurrayfunerals.com.au

Premises: 30-32 Victoria Street & 120 Day Street, Bairnsdale, Victoria

Lease dated: 12 / 02 / 20 13

Further term: One (1) x Five (5) Years

Commencement date of the further term: 27 / 03 / 20 23

Initial rent for the further term*: \$93,070.96 **Per Annum / ~~**Per Calendar month~~

*the initial rent is exclusive of GST unless 'GST inclusive' or 'GST is not payable on the rent' appears in the box:

GST exclusive

Further terms remaining after this further term ends: One (1) x Five (5) years

SPECIAL CONDITIONS SCHEDULE

Record here any Special Conditions as agreed. Number them one-after-the other, starting at 1.

Code 150

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Executed as a deed and if by a corporation, in the manner referred to in section 127 of the Corporations Act 2001.

Signed sealed and delivered by the landlord

Director Name:

William Molinaro

Director/Company

Secretary Name:

in the presence of

Witness Name:

Marilyn Nicholls

William Molinaro

Signed sealed and delivered by the tenant

Director Name:

Rachel Wagstaff

Director/Company Kelly Avage

Secretary Name:

in the presence of

Witness Name:

Ashley Browning

 Reflections Pty Ltd T/A Peter Murray
Funerals

DocuSigned by:

Rachel Wagstaff

DocuSigned by:

Kelly Avage

DocuSigned by:

Ashley Browning

E3FD6263A979489...

Date

2016

LEIGH WILLIAM WRIGHT & SHARON SUZANNE WRIGHT

AND

PETER EDWARD MURRAY and AILSA IRENE MURRAY

AND

REFLECTIONS CO. PTY LTD A.C.N 615 253 122

TRANSFER OF LEASE

McKenzie Allen
28 Princes Way
Drouin VIC 3818
DX 38903 Drouin
Email: robo@mckenzieallen.com.au
Ref: RC:RP:20100

TRANSFER OF LEASE

Lease details

Date: 17 November 2016
Premises: 120 Day Street Bairnsdale and 32 Victoria Street, Bairnsdale being the land in Certificate of Title Volume 7252 Folio 392, Volume 7299 Folio 757 and Volume 7601 Folio 133
Period: Ten years commencing 27 March 2013
Option(s): Two further terms of 5 years each
Landlord: Leigh William Wright & Sharon Suzanne Wright
Outgoing tenant: Peter Edward Murray & Ailsa Irene Murphy
Incoming tenant: Reflections Co. Pty Ltd A.C.N 615 253 122
Transfer date: 14 December 2016

1. Transfer

The outgoing tenant transfers the lease to the incoming tenant with all options. The incoming tenant will hold the lease from the transfer date.

2. Validity of lease

The outgoing tenant promises that, as of the transfer date, the lease and the options are valid and no changes have been made to them.

3. Landlord's consent

The landlord consents to this transfer and confirms that the lease and options are valid and that no changes have been made to them.

4. Incoming tenant accepts obligations

The incoming tenant must pay the rent and do everything else required by the lease for the remainder of the term of the lease and indemnifies the outgoing tenant in respect of any breaches of the lease by the incoming tenant.

5. Acknowledgement by outgoing tenant

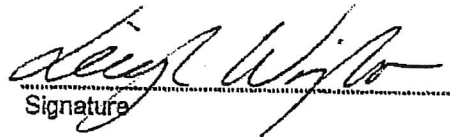
The outgoing tenant acknowledges to the landlord that its obligations pursuant to the lease continue in respect of any obligations of the tenant pursuant to the lease.

6. Consents

The outgoing tenant must obtain any necessary consent to the transfer at its own expense.

EXECUTED AS A DEED

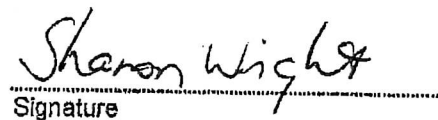
SIGNED SEALED & DELIVERED BY
LEIGH WILLIAM WRIGHT in the
presence of:

)

Signature


Signature of witness

DEBBIE LYNETTE HOSIE
Print name of witness

SIGNED SEALED & DELIVERED BY
SHARON SUZANNE WRIGHT in the
presence of:

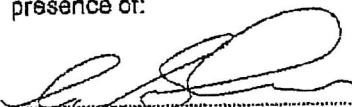
)

Signature


Signature of witness

DEBBIE LYNETTE HOSIE
Print name of witness

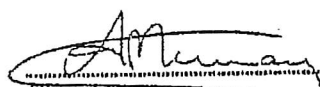
SIGNED SEALED & DELIVERED BY
PETER EDWARD MURRAY in the
presence of:

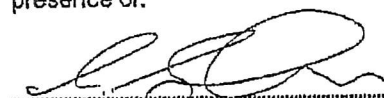

Signature


Signature of witness

CAROLYN SANDEMAN
Print name of witness

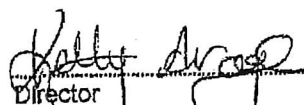
SIGNED SEALED & DELIVERED BY
AILSA IRENE MURRAY in the
presence of:


Signature

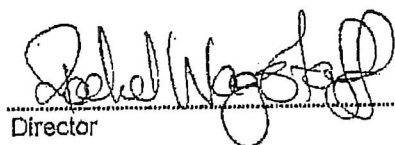

Signature of witness

CAROLYN SANDEMAN
Print name of witness

EXECUTED BY REFLECTIONS CO.
PTY LTD A.C.N 615 253 122 pursuant
to section 127(1) of the Corporations
Act 2001 by being signed by the
authorised persons


Director

Name: KELLY JANE AVAGE


Director

Name: RACHEL MARIE WAGSTAFF

TRANSFER OF LEASE

LEASE:

DATE: 22nd February 2013

PREMISES: 120 Day Street, Bairnsdale and 32 Victoria Street, Bairnsdale

PERIOD: Ten years commencing 27th March 2013

OPTION TERMS: Two further terms of five years each

LANDLORD:

LEIGH WILLIAM WRIGHT and SHARON SUZANNE WRIGHT

OLD TENANT:

THE DOOLEY GROUP PTY. LTD. (A.C.N. 101 966 143)

NEW TENANT:

PETER EDWARD MURRAY and AILSA IRENE MURRAY

TRANSFER DATE:

10 MAY 2013

OLD TENANT'S
GUARANTORS:

MALCOLM JOSEPH DOOLEY

NEW TENANT'S
GUARANTOR:

Not applicable

1. TRANSFER

The old tenant transfers the lease to the new tenant with all options. The new tenant will hold the lease from the transfer date.

2. VALIDITY OF THE LEASE

The old tenant promises that, on the transfer date:

- the lease and options are valid; and
- no changes have been made to them.

3. NEW TENANT ACCEPTS OBLIGATIONS

The new tenant must pay the rent and do everything else required by the Lease for the remainder of the lease, and during any period for which it stays in possession after the lease ends.

4. INDEMNITY BY NEW TENANT

The new tenant indemnifies the old tenant against any breaches of the lease by the new tenant.

5. OLD TENANT STILL LIABLE

Unless Section 62 of the Retail Leases Act 2003 or the lease required otherwise, this transfer does not end the obligations of the old tenant under the lease which, unless expressly stated otherwise within the lease, continue until the end of the lease. However, the obligations of the old tenant do not continue into any period of overholding after this lease ends, nor into any renewed term.

6. CONSENTS

The old tenant must obtain the necessary consents to the transfer, and must get the landlord to sign it, at its own expense.

7. LANDLORD'S PROMISES

The Landlord:

- Promises that the lease and options are valid and that no changes have been made to them;
- Consents to this transfer;
- Agrees that it shall take no action before the transfer date against the old tenant which would harm the new tenant's rights;

8. GUARANTEE & INDEMNITY

The new tenant's guarantor:

- Guarantees to the Landlord and to the old tenant that the new tenant will pay the rent promptly, and will do everything else that the lease requires;
- Agrees that this guarantee is a continuing guarantee, and that it shall not be affected by;

- part payment
- part performance
- extension of time given by the landlord; or
- non-registration of the lease.

- must indemnify the landlord and the old tenant so that they suffer no harm from breaches of the lease by the new tenant, including losses resulting from the insolvency or winding up of the new tenant.

9. INTERPRETATION

This transfer is binding on:

- individuals' executors and administrators
- corporations liquidators and administrators
- anyone to whom the persons affected by this transfer of lease transfer their rights under it

And in interpreting this transfer: -

- singular words including the plural and vice versa, and
- words expressed in one gender include all gender.

10. OBLIGATIONS JOINT AND INDIVIDUAL

If any party is made up of more than one individual or corporation, then they must all perform their obligations under the transfer jointly and each individual must also perform them.

11. OLD TENANT'S GUARANTOR STILL LIABLE

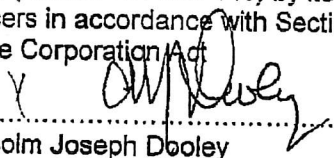
Unless section 62 of the Retail Leases Act 2003 or the guarantee or indemnity given by the old tenant's guarantor requires otherwise, this transfer does not end the obligations of the old tenant's guarantor under any guarantee or indemnity; those obligations continue until the end of the lease, but do not continue into any period of overholding after the lease ends, nor into any renewed term.

Executed as a deed on

day of

2013

Executed by THE DOOLEY GROUP PTY.)
 LTD. (A.C.N. 101 966 143) by its Corporate)
 Officers in accordance with Section 127(1))
 of the Corporation Act)



 Malcolm Joseph Dooley
 137 Newlands Drive, Paynesville, 3880
 Sole Director/Secretary

SIGNED by the said MALCOLM JOSEPH)
DOOLEY in the presence of:)

x *myself*

X (witness)

SIGNED by the said PETER EDWARD)
MURRAY in the presence of:)

Peter Murray

M. Murray (witness)

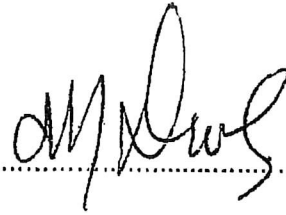
SIGNED by the said AILSA IRENE)
MURRAY in the presence of:)

A. Murray

M. Murray (witness)

SIGNED by MALCOLM JOSEPH DOOLEY in
the presence of :

..... (witness)

) 
)

SIGNED by LEIGH WILLIAM WRIGHT in the
presence of:

 C. W. (witness)

} Leigh Wright

SIGNED by SHARON SUZANNE WRIGHT by
her Attorney LEIGH WILLIAM WRIGHT
pursuant to Power of Attorney (undated but
1999) in the presence of:

 C. W. (witness)

} Leigh Wright

DATED

LEIGH WILLIAM WRIGHT
-and-
SHARON SUZANNE WRIGHT

-and-

THE DOOLEY GROUP PTY.LTD.
(A.C.N. 101 966 143)

-and-

MALCOLM JOSEPH DOOLEY

-and-

PETER EDWARD MURRAY
-and-
AILSA IRENE MURRAY

TRANSFER OF LEASE

WARREN, GRAHAM & MURPHY
Solicitors
383 Esplanade
LAKES ENTRANCE VIC 3909

TEL: 5155 1286
REF:
DX: 90901 Lakes Entrance

LEASE OF RETAIL PREMISES

PARTIES

Leigh William Wright and Sharon Suzanne Wright
(Lessor)

AND

The Dooley Group Pty Ltd (ACN 101 966 143)
(Lessee)

AND

Malcolm Joseph Dooley
(Guarantor)

ENGEL & PARTNERS PTY
Barristers & Solicitors
109 Main Street
Bairnsdale Vic 3875
PO Box 464
Bairnsdale Vic 3875
DX 82202 Bairnsdale
Ph: (03) 5152 6177
Fax: (03) 5152 1260
PE:DR:1330345

Deed of lease of retail premises

Lessor: Leigh William Wright and Sharon Suzanne Wright of 982 Shepparton Katamatite Road, Invergordon, VIC 3636

Lessee: The Dooley Group Pty Ltd (ACN 101 966 143) of 137 Newlands Drive, Paynesville, VIC 3880

Guarantor: Malcolm Joseph Dooley of 137 Newlands Drive, Paynesville, VIC 3880

Property: 120 Day Street Bairnsdale comprised in Certificate of Title Volume 7252 Folio 392 and 7299 Folio 757
32 Victoria Street Bairnsdale comprised in Certificate of Title Volume 7601 Folio 133
Parking: Twenty (20) parks

The lessor leases the property to the lessee on the terms and conditions herein contained.

The parties agree that other than for completion of the summary, any alterations and additions to the lease covenants in Part B of this lease will be made by way of addition at clause 2 of Part A.

This deed of lease is divided under the following headings:

1	Summary	10	Damage
2	Alteration and additional provisions	11	Guarantors
3	Definitions and interpretation	12	Default
4	Term further term and holding over	13	Lessor may carry out works on the building
5	All agreements relating to money	14	Rights reserved to lessor
6	Use	15	General agreements
7	Assignment and subletting.	16	Right of first refusal
8	Maintenance repairs alterations and additions		
9	Insurance and indemnity		

PART A

1. Summary

(a) Term (clause 4)

Ten (10) years commencing 27/03/2013 expiring 26/03/2023.

(b) Further term (clause 4)

Five (5) years and a further term of Five (5) years

(c) Rent and GST (clause 5)

(i) EIGHTY THOUSAND DOLLARS (\$80,000.00) plus G.S.T. per annum by monthly instalments of SIX THOUSAND SIX HUNDRED AND SIXTY SIX DOLLARS AND SIXTY SIX CENTS (\$6,666.66)

plus G.S.T. calculated for the year following the commencement day and payable by direct debit into the landlord's nominated account.

- (ii) The first monthly payment is due on 27 March 2013. If this is not the commencement day it is because a set up period or rent free period from the commencement day to that day has been allowed by the lessor.
- (iii) Turnover rent ~~is~~ is not payable under this lease.
- (iv) Goods and services tax is payable by the lessee in addition to the rent.

(d) Rent reviews (clause 5)

Rent increases	Melbourne all groups CPI	Market	Percentage
1 st anniversary	☒	☐	%
2 nd anniversary	☒	☐	%
3 rd anniversary	☒	☐	%
4 th anniversary	☒	☐	%
5 th anniversary	☐	☒	%
6 th anniversary	☒	☐	%
7 th anniversary	☒	☐	%
8 th anniversary	☒	☐	%
9 th anniversary	☒	☐	%
10 th anniversary	☐	☒	%

(e) Outgoings (clause 5)

- (i) **Defined outgoings** are council rates, water rates, land tax on a single holding basis building and public risk insurance and owners corporation levies. Percentage payable by lessee is 100%, which is the ratio of the area of the demised premises to the total lettable area.
- (ii) **Water usage, gas, electricity, telephone and other utilities** that are provided to the premises are to be paid by the lessee as they fall due.

- 13
- (f) **Bond (clause 5)**
SEVEN THOUSAND THREE HUNDRED AND THIRTY THREE DOLLARS AND THIRTY TWO CENTS (\$7,333.32) including GST
 - (g) **Interest on overdue money (clause 5)**
2% per annum more than the rate from time to time fixed by the Penalty Interest Rates Act 1983.
 - (h) **Use (clause 6)**
Funeral Home and Chapel.
 - (i) **Insurance and indemnity (clause 9)**
Public liability insurance \$20,000,000.00
 - (j) **Guarantor (clause 10)**
Malcolm Joseph Dooley, limit of liability

2. Alterations and additions to part B

PART B

Any alterations and additions to Part B should be made at clause 2 of Part A.

3. Definitions and interpretation

- (a) The lessor includes its executors, administrators, successors, and assigns and for the purpose of giving any notice under this lease the managing agent appointed by the lessor from time to time.
- (b) The lessee includes its executors, administrators, successors and assigns.
- (c) The estate means the centre, the land, the buildings and any extensions or alterations thereto of which the demised premises forms part.
- (d) Any provision of this lease to be performed by two or more persons shall bind those persons jointly and severally.
- (e) Any reference in this lease to any statute or regulation is deemed to include all amendments and revisions made from time to time to that statute or regulation.
- (f) Any reference in this lease to a month or monthly shall mean respectively calendar month and calendar monthly.

- (g) Reference to any authority, institute, association or body whether statutory or otherwise shall in the event of any such authority, institution, association or body ceasing to exist or being reconstituted renamed or replaced or the powers or functions thereof being transferred to any other organisation be deemed to refer respectively to the organization established or constituted in lieu of or replacement for or which serves substantially the same purpose or objects of such authority institute association or body.

4. Term and further term and holding over

- (a) The term of this lease is as stated in **summary 1(a)** hereto commencing and terminating on the days shown on the front page hereof hereinafter called the commencement date and the termination date.
- (b) If the lessee desires to have a further lease of the demised premises granted to it for the further term specified in **summary 1(b)** hereof and gives to the lessor notice in writing to that effect not more than six months and not less than three months prior to the termination date then provided at the date of the exercise of this option and at the termination date there is no subsisting breach by the lessee of the terms and conditions herein contained the lessor shall grant to the lessee a lease of the demised premises for the further term specified in **summary 1(b)** hereto upon and subject to the same terms and conditions contained in this lease except this provision unless a further option is shown in **summary 1(b)** at a rental determined by the method specified in the table in **summary 1(d)**.
- (c) Should the lessee continue to occupy the demised premises after the termination date otherwise than pursuant to the grant of a further lease then he shall do so as a monthly tenant upon the same terms; and conditions hereof as are appropriate and such tenancy shall be determinable by either party giving to the other at any time one months notice in writing to that effect.

5. **All agreements relating to money**

(a) **Rent & rent reviews**

- (i) For the first one year period of the term hereof the lessee will pay to the lessor at its address appearing on the first page hereof or as the lessor shall from time to time in writing direct without demand from the lessor and without any deduction whatsoever a rent at the rate specified in **summary 1(c)** per annum such rent to be paid in advance by regular and consecutive payments specified in **summary 1(c)** except the first and last payments which if necessary will be proportionate, the first being payable on the date of commencement of the term. provided always that after the first one year of the term of the lease or if renewed after the first year of the renewed term the annual rental shall be increased by the method specified in the table in **summary 1(d)** provided that should at any time the consumer price index cease to be published then the lessor and lessee agree to replace the consumer price index with such other index as shall be published to replace the consumer price index and in the absence of such agreement being reached that other index shall be the index which most appropriately reflects fluctuations in the costs of living in Melbourne. The Consumer Price Index adjustment shall in any event not exceed 5% per annum.
- (ii) At the commencement of any further term of the lease in the event of the exercise of the option to renew herein contained the annual rental shall be reviewed in accordance with the table provided in **summary 1(d)**. The current market rent is the rent that would reasonably be expected to be paid for the premises, as between a willing lessor and a willing lessee in an arm's length transaction (where the parties are each acting knowledgeably, prudently and without compulsion), determined on an effective rent basis, having regard to:
- (1) The provisions of the lease;
 - (2) The rent that would reasonably be expected to be paid for the premises if it were unoccupied and offered for renting for the



same or a substantially similar use to which the shop may be put under the lease;

- (3) The gross rent, less the lessor's outgoings payable by the lessee; and
 - (4) Rent concessions and other benefits that are frequently or generally offered to prospective lessees of unoccupied retail premises.
- (iii) The current market rent is not to take into account the value of goodwill created by the lessee's occupation or the value of the lessee's fixtures and fittings on the premises.
 - (iv) If the lessor and the lessee do not agree as to what the actual amount of that rent is to be, the amount of the rent is to be determined by valuation carried out by a specialist retail valuer appointed by agreement of the parties to the lease, or failing agreement, by the tribunal.
 - (v) The matters set out above are to be taken into account by a specialist retail valuer in determining the amount of the rent.
 - (vi) The lessor must, not later than 14 days after being requested to do so by a specialist retail valuer supply the valuer with information (where reasonably available to the lessor) requested in a list provided by the valuer to assist the valuer to determine the current market value, including the following information about leases for comparable premises in the same building or retail shopping centre:
 - (1) Current rental for each lease;
 - (2) Rent free periods or any other form of incentive;
 - (3) Recent or proposed variations of any lease;
 - (4) Outgoings for each lease; and
 - (5) Including any other information prescribed by any law.
 - (vii) The valuation is to be in writing and to contain detailed reasons for the specialist retail valuer's determination and to specify the matters to which the valuer had regard for the purposes of making his or her determination.

actual expenditure by the lessor in respect of those outgoing^s during that period.

- (8) The outgoings statement may be a composite statement, that is, it may relate to more than one lessee, so long as each lessee to which it relates is able to ascertain from the statement the information required that is relevant to that lessee.
- (9) The outgoings statement need not be accompanied by an auditor's report if the statement does not relate to any outgoings other than land tax, water, sewerage and drainage rates and charges, local council rates and charges, insurance and strata levies, and it is accompanied by copies of assessments, invoices, receipts or other proof of payment in respect of all expenditure by the lessor.
- (10) An auditor preparing a report on the lessor must ensure that the lessee is given a reasonable opportunity to make a written submission to the auditor on the accuracy of the lessor's proposed outgoings statement. The auditor need not contact the lessee for the purposes of this subsection if the lessor advises the auditor that the lessor has informed the lessee of the lessee's opportunity under this subsection.
- (11) The auditor must consider any written submissions of the lessee.

(iii) Adjustment

There is to be an adjustment between the lessor and the lessee for each accounting period of the lessor to take account of any under-payment or over-payment by the lessee in respect of outgoings during the period. The adjustment is to take place within one month after the lessor gives the lessee the outgoings statement for the period concerned and must in any event take place within four months after the end of that period.

(iv) **Non-supply of estimate or statement.**

- (1) A lessee is entitled to withhold payment of contributions for outgoings if the lessor has failed to give the lessee a written estimate of outgoings or an outgoings statement and the lessee has, at or after the expiry of the time when the estimate or statement was required to be given to the lessee, requested the lessor in writing to furnish the estimate or statement to the lessee, and the lessor's failure has continued for ten business days after the request was made.
- (2) The lessee must pay the withheld contributions within 28 days after the lessor furnishes the estimate or statement.
- (3) The lessor is not entitled to recover interest or late payment charges in respect of contributions withheld in accordance with this section.
- (4) The lessee is not in breach of the lease for acting in accordance with this section.

(c) **Other expenditure**

The lessee is to pay punctually for all water, gas, electricity, telephone, heat and other utilities that are provided to the premises.

- (i) The lessee shall pay as directed its contribution to the promotions fund as set out in **summary 1(e)**.
- (ii) The lessee shall pay as directed its contribution to the merchants association as set out in **summary 1(e)**.

(d) **Bond**

The lessee shall either provide a bank guarantee for or pay to the lessor the amount specified in **summary 1(f)** as security for the due performance by the lessee of its covenants hereunder. A breach of covenant shall entitle the lessor to call upon the guarantee for or utilise such amount towards the cost of rectifying any breach otherwise the amount less any necessary expenditure shall be refunded to the lessee at the end of the lease and any guarantee released. A bank guarantee shall be in favour of the lessor not have a termination date and shall be expressed to be security for the performance by the lessee of its

obligations under the lease. The lessor must hold the security bond on behalf of the lessee and deposit it in an interest bearing account not later than 20 business days after the date of receipt of the security bond, or the date on which the lease became, or the proposed lease becomes, binding on the parties whichever is the later.

(e) Goods and services tax

- (i) The lessor shall provide the lessee with a tax invoice in relation to any taxable supply made to the lessee who shall pay to the lessor the applicable goods and services tax in addition to the cost of the supply.
- (ii) Rent is exclusive of GST and it is payable in addition to the rent, unless rent is expressed to be inclusive of GST in the summary.
- (iii) The lessor must pass on the benefit of any input tax credits received by the lessor in relation to any amount payable by the lessee to the lessor.

(f) Interest on overdue money

In the event of any rental or other monies due by the lessee under this lease remaining unpaid for a period of 14 days after their due date then the lessee shall pay to the lessor interest at the rate specified in summary 1(g) on those monies calculated from the due date until the date of payment and the lessor will be entitled to recover those monies as if the same were rent in arrears.

6. Use

- (a) The lessee shall not use the demised premises otherwise than for the purpose stated in **summary 1(h)** hereto and shall comply with all requirements of law in relation thereto. The lessor does not in any way warrant that the demised premises are or will remain suitable or adequate for such purposes.
- (b) The lessee shall not use or permit to be used for other than their designed purposes any of the fixtures or fittings in the demised premises or the estate.

- (c) The lessee shall not store or use inflammable or dangerous substance upon the demised premises or the estate.
- (d) The lessee shall not do or permit to be done on the demised premises or in the estate anything which in the opinion of the lessor may become a nuisance or a disturbance obstruction or cause of damage whether to the lessor or to other lessees or users of the estate nor to use the demised premises in any noisy noxious or offensive manner.
- (e) The lessee shall not obstruct or interfere with any of the entrances or common areas of the estate.
- (f) The lessee shall advise the lessor, or where applicable its managing agent, of the private address and telephone number of the lessee or if the lessee is a corporation of the manager secretary or other responsible person employed by the lessee and shall keep the lessor or its managing agent informed of any change of such address or telephone number.
- (g) The lessee shall secure the demised premises against unauthorised entry at all times when the demised premises are left unoccupied and the lessor reserves the right by its servants and agents to enter upon the premises and fasten same if the demised premises are left unsecured.

7. Assignment and subletting

- (a) The lessee covenants not to assign or sub-let or otherwise deal with the demised premises without the prior written consent of the lessor, which consent shall not unreasonably be withheld. Such consent shall not be granted unless the lessee demonstrates to the reasonable satisfaction of the lessor that the proposed assignee or lessee is of good repute, responsible of sound financial standing experienced in the business to be conducted in the demised premises and capable of performing the obligations of the lessee under the terms of this lease and provided that there are no subsisting breaches by the lessee of the terms of this lease at the time of assignment or subletting and provided further that in the case of an assignment the lessee procures the execution by the assignee of an assignment of this lease in a form approved by the lessor and the lessee pays all costs incurred by the lessor whether the proposed

assignment proceeds to completion or not. In the event of the proposed assignee being a company then the lessor may require guarantees of the directors and/or shareholders of such company.

- (b) In the event of the lessee being a company then any change in the shareholding of the lessee company altering the effective control of the lessee shall be deemed a proposed assignment requiring the consent of the lessor, in accordance with this provision.

8. Maintenance repairs alterations and additions

- (a) The lessee shall keep the interior of the demised premises and all fixtures and fittings therein in a state of good repair having regard to its condition at the commencement of the lease fair wear and tear and damage caused by fire, flood, storm, tempest excepted unless any policy of insurance covering such occurrences shall have been vitiated or the policy monies refused as a result of the act or omission of the lessee its servants, agents, licensees or invitees. Any plant or machinery located within and exclusively servicing the demised premises shall be maintained and serviced and kept in a state of good repair by the lessee at its expense and the lessee will keep current such maintenance service and repair contracts that are reasonably required by the lessor.
- (b) That the lessor, the lessor's executors, administrators and assigns, or an agent of the lessor or of the lessor's executors, administrators or assigns, may, twice in every year during the term at a reasonable time of the day upon giving to the lessee two days previous notice, enter upon the demised premises and view the state of repair thereof, and may serve upon the lessee or the lessee's executors, administrators or assigns' at the demised premises, a notice in writing of any defect, requiring the lessee or the lessee's executors, administrators or assigns, within a reasonable time, to repair same in accordance with any covenant expressed or implied in the lease, and that in default of the lessee's or the lessee's executors, administrators or assigns' so doing it shall be lawful for the lessor, the lessor's executors, administrators, or assigns from time to time to enter and execute the required repairs.

- (c) After each five (5) years of the term hereof, the lessee shall repaint and redecorate such part of the interior of the demised premises as are painted or otherwise decorated.
- (d) The lessee shall repair, replace and maintain all glass broken in the demised premises all non-operative light fittings and shall regularly clean the demised premises and dispose of all waste products and shall take all necessary steps to control any pest infestation and shall keep the demised premises in a clean and tidy condition.
- (e) The lessee shall repair, replace and maintain all heating, electrical and plumbing fittings installed in the premises broken or damaged as a result of the use of demised premises by the lessee.
- (f) The lessee shall comply with all statutory requirements affecting the demised premises and will comply with any notices or orders which may be given by any authority in respect of the use of the demised premises by the lessee provided that the lessee shall be under no liability in respect of any structural alterations unless that liability arises out of the lessees particular use or occupation of the demised premises.
- (g) The lessee shall keep and maintain the waste pipes, drains and water closets servicing the demises premises in a clean, clear and operative condition and shall employ licensed tradesman to clear any blockages which may occur therein and will regularly clean and service any grease traps provided for the use of the demised premises.
- (h) In the event of the lessee failing to perform any of its obligations under the foregoing provisions then the lessor may do such things as are necessary to comply with such provisions and may recover from the lessee the costs of so doing as if the cost was unpaid rental hereunder.

9. Insurance and indemnity

- (a) The lessee shall keep current at all times during the currency of this lease:
 - (i) A policy of public risk insurance applicable to the demised premises ~~and the building~~ and the business carried on therein for an amount of not less than the amount specified in **summary 1(i)**;

- (ii) An insurance policy against the loss or damage to the fixtures, fittings and goods of the lessee its servants, agents, licensees or invitees; and
 - (iii) An insurance policy in the name of the lessee noting the interest of the lessor for the replacement value of all glass in or enclosing the premises.
- (b) The lessee hereby indemnifies the lessor against all claims, actions, losses and expenses for which the lessor may become liable arising out of the act or neglect of the lessee its servants, agents, employees, licensees and invitees in the use of the demised premises.
- (c) The lessee covenants at all times and in all respects to comply at its own expense with the requirements of any other relevant statute or regulation.
- (d) In the event that the lessee does or omits to do anything whereby the premiums of any insurance effected by the lessor are increased then the lessee shall pay such increase in insurance to the lessor.

10. Damage

- (a) If during the currency of this lease the demised premises or a substantial part thereof is destroyed so substantially as to be wholly unfit for occupation by the lessee then the rental hereby reserved shall abate and this lease and the term hereby created may if the lessor so elects and of its election in writing notifies the lessee within one month of the destruction or damage be terminated and brought to an end provided that if the lessor does not give such notice and does not within a period of three months from such occurrence commence to restore the demised premises the lessee may by notice in writing to the lessor terminate this lease.
- (b) In the event that the demised premises or any part thereof shall at any time during the continuance of the lease be damaged so as to render part of the same unfit for occupation and use by the lessee then a proportionate part of the rent hereby reserved according to the nature and extent of the damage sustained shall abate until the demised premises

shall have been rebuilt or made fit for the occupation and use of the lessee.

- (c) In the event of the occurrences referred above the rent reserved by this lease shall not abate in the event that any policy of insurance covering such occurrences or loss of rental policy shall have been vitiated or the policy monies refused in whole or in part in consequence of some act or default by the lessee or his servants, agents, licensees and invitees.
- (d) In the case of any difference concerning the amount of rental to abate then the same may be referred by either party to arbitration under the provisions of the Commercial Arbitration Act.

11. Guarantors

In consideration of the lessor at the request of the persons named in **summary 1(j)** ('the guarantors' which expression shall include their executors, administrators, successors and assigns) entering into this lease with the lessee the guarantors covenant and agree with the lessor:

- (a) That they will be jointly and severally liable to the lessor for the due payments of all monies under this lease and the due performance of all covenants and conditions of this lease on the part of the lessee to be performed;
- (b) That they will remain liable to the lessor notwithstanding that:
 - (i) The lessor has exercised all or any of its rights under the lease; or
 - (ii) The lessor has not made prior demand upon the lessee; or
 - (iii) the granting of time or any other indulgence to the lessee and notwithstanding the death or insolvency of the lessee;
- (c) That they will be primarily liable as if named as the lessee herein;
- (d) That their liability will not in any way be conditional upon the validity or enforceability of the covenants and agreements herein contained against any other person and will continue until all monies have been paid and all obligations have been satisfied; and
- (e) That in the event of the exercise of any option herein contained by the lessee, the guarantee will continue during the further term of the lease

and this guarantee shall enure for the benefit of the lessor, its executors, administrators and assigns.

12. Default

- (a) If at any time during the term of this lease or any extension thereof the lessee shall fail to comply with the essential terms of this lease to pay any rent or other monies payable by the lessee to the lessor within 14 days of the due date for payment of such monies although no formal demand therefore has been made or default in the fulfilment of any covenant condition or stipulation expressed or implied in this lease on the part of the lessee to be performed relating to essential matters such as use assignment subletting repair and maintenance and such default is continued for the space of 14 days after written notice by the lessor to the lessee at its address appearing on the first page hereof to rectify such default or if repairs required by any notice to repair and not completed within the time therein specified then in any such case the lessor may re-enter upon the demised premises or any part thereof in the name of the whole forcibly if necessary and thereby determine the estate of the lessee. Within seven days of determination of the estate of the lessee the lessee shall remove its fixtures, fittings and goods from the demised premises failing which such fixtures fittings and goods as have not been removed by the lessee shall be forfeited to the lessor and shall become the property of the lessor. The lessor shall re-let the demised premises as soon as practicable after determination of the lease at the best rent obtainable. The lessor may recover all arrears of rent all loss of rental incurred as a result of the determination of the lease all costs and expenses associated with the removal of the lessee's fixtures, fittings and goods and the restoration of the demised premises to a rentable condition fair wear and tear and damage caused by fire, flood, storm and tempest excepted damages for breach of any covenant contained in the lease any other monies owing by the lessee to the lessor and any other expenses of the lessor resulting from the determination of the lease.

- (b) Should the lessor become entitled to re-enter and take possession of the demised premises and determine this lease then the lessee hereby irrevocably appoints the lessor to be the attorney of the lessee for him in his name and as his act and deed from time to time if and when such attorney shall think fit for the purpose of giving full effect to the power of re-entry to execute and procure the registration of a surrender of this lease and to register this power of attorney and do any matter or thing which may be required to give full effect thereto.

13. Rights reserved to lessor

The lessor may:

- (a) Use the outside of the external walls and the roof of the centre and of the demised premises for any purpose;
- (b) Provide additional retail opportunities through changes to common property;
- (c) Create easements or other rights;
- (d) Change services;
- (e) Affix signs;
- (f) Change decors;
- (g) Add or reduce lettable areas;
- (h) Change the tenant mix;
- (i) Show the demised premises to prospective lessees and put 'To Let' notices on the shop during the three months before the end of the lease;
- (j) Use the demised premises for the passage of air-conditioning equipment, fire and sprinkler systems, pipes, services, ducts, cables, electric wiring, water sewerage and drainage connections and any other services; and
- (k) Enter the demised premises at all reasonable times to install, maintain or repair any of those things.

14. General agreements

(a) Compliance with retail leases legislation

The parties agree that they will at all times comply with the provisions of the Retail Leases Act 2003 in particular the provisions relating to the resolution of disputes.

(b) Alterations

The lessee shall not affect any alterations or additions to the demised premises without the written consent of the lessor.

(c) Remove fixtures

The lessee shall upon the expiration or sooner determination of this lease remove its fixtures, fittings and goods and make good any damage to the premises or the estate caused by such removal and in the event such fixtures, fittings and goods have not been removed by the lessee within seven days of such expiration or earlier determination then they shall be forfeited to the lessor and shall become the property of the lessor.

(d) Hours

The lessee shall not occupy or permit the demised premises to be occupied or used outside the hours as are from time to time stipulated by law.

(e) Signage

The lessee shall not place any sign, advertisement name or notice on any part of the demised premises or the estate without the lessor's prior written consent and if necessary without the prior consent of any relevant competent authority.

(f) Infrastructure repair by lessor

The lessor reserves the right to use, maintain, modify, relocate and repair any services fixtures or fittings passing through the demised premises or the estate and in doing so will cause the minimum of inconvenience and disruption to the lessee's business.

(g) Prospective lessees or purchasers

The lessee will at all reasonable times permit the lessor to show the demised premises to prospective lessees or purchasers and will allow the

lessor to affix such 'For Sale' or 'To Let' notices as the lessor may deem expedient.

(h) Notices

A communication required by this deed, by a party to another, must be in writing and may be given to them by being:

- (i) Delivered personally; or
- (ii) Posted to their address specified in this agreement, or as later notified by them, in which case it will be treated as having been received on the second business day after posting; or
- (iii) Faxed to the facsimile number of the party with acknowledgment of receipt received electronically by the sender, when it will be treated as received on the day of sending, or
- (iv) Sent by email to their email address, when it will be treated as received on that day.

(i) Strata

In the event of the lessor wishing to effect a strata subdivision of the estate then the lessor may carry out such works as are required by the responsible authorities provided that in so doing it will cause the minimal inconvenience and disruption to the lessee's business.

(j) Severance

The lessor and lessee agree that any provision of this lease which is in breach of any statute regulation by-law or ordinance and in consequence of such breach is voidable unenforceable or invalid then it shall be severable from this lease and this lease shall be read as though such provision did not form part of the same.

(k) Use of common property

The lessee shall have the right in common with other lessees of other parts of the premises of which the demised premises form part to use the common property in and about the demised premises in accordance with the regulations which may be made from time to time by the lessor for the purpose of controlling, regulating and administering the common property for the benefit of all lessees within the estate.

(l) **Quiet enjoyment**

And the lessor doth hereby covenant with the lessee that he or she paying the rent hereby reserved, and performing the covenants hereinbefore on his or her part contained, shall and may peaceably possess and enjoy the demised premises for the term hereby granted, without any interruption or disturbance from the lessor or any other person or persons lawfully claiming by, from, or under him or her.

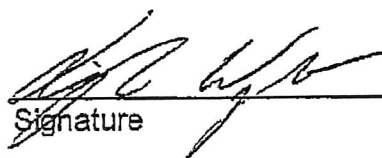
(15) **Right of first refusal**

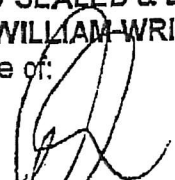
The Lessor agrees that in the event that the Lessor decides to sell the property the Lessor will offer it to the Lessee who must within fourteen (14) days of notification of its first right of refusal enter into an agreement in the then standard form of Contract of Sale. After fourteen (14) days the Lessor may sell the property to any other party if the Lessee has not exchanged such Contract but shall not do so on terms different from those offered to the Lessee unless first making the same or more advantageous offer to the Lessee who shall then have a further fourteen (14) days to exchange the Contract.

EXECUTED AS A DEED on the 22nd day of February

2013

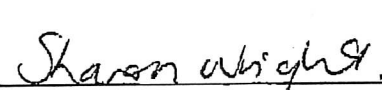
SIGNED SEALED & DELIVERED by
LEIGH WILLIAM WRIGHT in the
presence of:

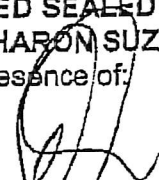

Signature


Signature of witness

NINA MARIE LEO
Print name of witness

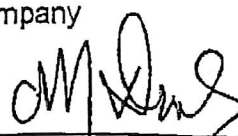
SIGNED SEALED & DELIVERED by
the SHARON SUZANNE WRIGHT in
the presence of:


Signature


Signature of witness

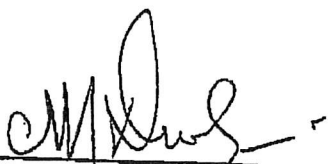
NINA MARIE LEO
Print name of witness

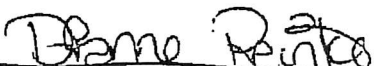
EXECUTED by THE DOOLEY
GROUP PTY LTD by being signed by
the person who is authorised to sign
for the company


Sole Director/Secretary

Name: Malcolm Joseph Dooley
Address: 137 Newlands Drive
Paynesville

SIGNED SEALED & DELIVERED by)
the MALCOLM JOSEPH DOOLEY as)
guarantor in the presence of:


Signature


Signature of witness

DIANNE REINKE
Print name of witness

SCHEDULE 1
DISCLOSURE STATEMENT

by the Landlord under the
Retail Leases Act 2003

NOTE

This statement is to be completed by the Landlord and should be provided to the Tenant along with the Information Brochure about retail leases published by the Small Business Commissioner and a copy of the lease at least 7 days before the signing of a new lease. The Information Brochure is also available at the office of the Small Business Commissioner.

If the Tenant has exercised or is entitled to exercise an option to renew a retail premises lease, the Landlord is required to provide this statement to the Tenant at least 21 days before the end of the current term.

In the situation where all of the parties to a retail premises lease enter into an agreement to renew the lease, the Landlord is required to provide this statement to the Tenant at least 14 days after the entering into of the agreement.

The layout of this statement does not need to be the same as the prescribed disclosure statement in the Retail Leases Regulations 2003.

It is prudent for a Tenant to obtain independent legal and financial advice before entering into a retail premises lease.

The Tenant has remedies including termination of a lease under the **Retail Leases Act 2003** if information in this statement is misleading, false or materially incomplete.

Information contained in this statement is correct as at the date of this statement but may change after the date of this statement and during the term of the lease.

DISCLOSURE STATEMENT
by the landlord

Landlord:	Leigh William Wright and Sharon Suzanne Wright 982 Shepparton Katamatite Road, Invergordon, VIC 3636
Tenant:	The Dooley Group Pty Ltd (ACN 101 966 143) 137 Newlands Drive, Paynesville, VIC 3880
Premises:	120 Day Street, Bairnsdale and 30-32 Victoria Street Bairnsdale

CONTENTS

	Key disclosure items
Part 1	Premises
Part 2	Term of lease and options to renew lease
Part 3	Works, fit out and refurbishment
Part 4	Rent
Part 5	Outgoings
Part 6	Other costs
Part 7	Alteration works (including renovations, extensions, redevelopment, demolition)
Part 8	Trading hours
Part 9	Retail shopping centre details
Part 10	Other disclosures
Part 11	Landlord acknowledgements and signature
Part 12	Tenant acknowledgements and signature
Part 13	Attachments

KEY DISCLOSURE ITEMS

1	Annual base rent under the lease	\$80,000.00 p.a.
	(see item 10.1)	Including /Excluding GST
2	Is a rent based on turnover payable by the tenant in year 1?	☐ Yes
	(see item 12)	☒ No
3	Total estimated outgoings and promotion and marketing costs for the tenant in year 1	\$7,202.12
	(see Part 5 and part 6)	Including /Excluding GST
4	Term of the lease	Ten (10) years
	(see item 5)	
5	Estimated commencement date of the lease	27th March 2013
	(see item 5.1)	

6	Estimated handover date of the premises (see item 7.1)	27 th March 2013
7	Does the tenant have an option to renew for a further period (exercised in writing and given to the landlord on or before the last day stated in the option clause)? (see item 6)	☒ Yes ☐ No
8	Does the lease provide the tenant with exclusivity in relation to the permitted use of the premises? (see item 2.2)	☐ Yes ☐ No
PART 1 PREMISES		
1	Premises details	
1.1	Street address of premises 120 Day Street, Bairnsdale and 30-32 Victoria Street Bairnsdale <i>[insert street address of premises and, as applicable, shop number, name of the building/centre in which the premises is located, street address of the building/centre]</i>	
1.2	Plan of premises (if available) <i>[insert description of premises by reference to a prepared plan. Attach the plan to this disclosure statement as per item 33.1]</i>	
1.3	Lettable area of premises	m ² Actual/Estimate
	Will a survey be conducted?	☐ Yes ☒ No
1.4	Existing structures, fixtures, plant and equipment in the premises, provided by the landlord (excluding any works, fit out and refurbishment described in Part 3) <i>[Select as appropriate]</i>	

☒	air conditioning	☒	plastered walls
☒	cool room	☐	shop front
☒	floor coverage	☒	sink
☐	grease trap	☐	sprinklers
☒	hot water service	☒	suspended ceilings
☒	lighting	☐	telephone
☐	mechanical exhaust	☒	water supply
☒	painted walls	☐	waste
☐	electrical distribution load (3 phase)		
☒	electrical distribution load (single phase)		
☐	separate utility meter - gas		
☒	separate utility meter - water		
☒	separate utility meter - electricity		
☐	other		
1.5	Services and facilities provided by the landlord for the benefit of the premises (for example, security services, cleaning)		
2	Permitted use		
2.1	Description of permitted use		
	Funeral Home and Chapel		
	<i>[note: the tenant should investigate if the proposed use of the premises is permitted under planning laws]</i>		
2.2	Is the permitted use described in item 2.1 exclusive to the tenant?	☐	Yes
		☐	No
3	Number of car parking spaces		
3.1	Approximate total spaces	twenty (20) Spaces	
3.2	Available spaces for customers of the building/centre	Spaces	
3.3	Reserved spaces for use of the tenant only	Twenty (20) Spaces	
4	Head lease		
4.1	Is the premises under a head lease or Crown lease?	☐	Yes

		☒	No
4.2	Has the landlord provided a copy of the head lease or Crown lease to the tenant?	☐	Yes - attached as per item 33.2
		☐	No
		☐	Not applicable
4.3	Current term under the head lease or Crown lease and option/s to renew		
	☐	Not applicable	
	☐	Details of head lease as follows:	
	Current term:		
	[List any options for further terms held by the landlord under the head lease.]		
4.4	Is the head landlord's consent to the lease required?	☐	Yes
		☐	No

PART 2 TERM OF LEASE AND OPTION/S TO RENEW LEASE

5 Term of lease

5.1	Date lease commences	27 March 2013
	(see also date of handover at item 7)	Actual/Estimate
5.2	Length of term	Ten (10) Years
5.3	Date lease expires	26 th March 2023
	(based on the date indicated at item 5.1 as the date the lease commences)	

6 Option/s to renew lease

Option/s details

(note: an option to renew a lease must be exercised in writing and given to the landlord on or before the last day stated in the option clause of the lease)

- ☐ No options to renew lease
- ☒ Options as follows:

Length of option	Period of option	Exercise date
Five years	27/03/2023 to 26/03/2028	27/03/2027 to 27/09/2027

Five years

27/03/2028 to
26/03/2033

27/03/2032 to
27/09/2032

[List all options to renew lease]

PART 3 WORKS, FIT OUT AND REFURBISHMENT

7 Date of handover

7.1 Date of handover Actual/Estimate

(if different to the date the lease
commences indicated at item 5.1)

8 Landlord's works

8.1 Description of works to be carried out by the landlord before the date of lease
commences

[exclude any works that form part of the tenant's fit out at item 9]

8.2 Estimate of expected contribution by \$
the tenant towards the cost of the
landlord's works

*[see also outgoings (item 14) in relation to any maintenance and repair
outgoings]*

9 Tenant's fit out works

9.1 Fit out works to be carried out by the tenant

(excluding the landlord's works at item 8)

9.2 Is the landlord providing any contribution towards the costs of the tenant's fit
out?

☐ Yes

[insert details of landlord's contribution]

☒ No

PART 4 RENT

10 Annual base rent

10.1 Starting annual base rent \$80,000.00

(i.e. when the lease commences) ~~Including~~/Excluding GST

10.2	Rent free period <i>[describe any rent free period]</i>	Nil
10.3	Date of rent commencement	27 th March 2013
10.4	How rent payments are to be made? By equal monthly instalments in advance on the 27 th day of each month payable by direct debit into the landlord's nominated account <i>[insert description of how rent is paid – e.g. by equal monthly instalments in advance on the first day of each month, other than the first and last payments which are calculated on a pro-rata basis]</i>	
11	Rent adjustment (rent review)	
11.1	Rent adjustment date(s) and adjustment method	
	27/03/2013 - 26/03/2014	Consumer Price Index
	27/03/2014 - 26/03/2015	Consumer Price Index
	27/03/2015 - 26/03/2016	Consumer Price Index
	27/03/2016 - 26/03/2017	Consumer Price Index
	27/03/2017 - 26/03/2018	Market Review
	27/03/2018 - 26/03/2019	Consumer Price Index
	27/03/2019 - 26/03/2020	Consumer Price Index
	27/03/2020 - 26/03/2021	Consumer Price Index
	27/03/2021 - 26/03/2022	Consumer Price Index
	27/03/2022 - 26/03/2023	Market Review
	<i>[The CPI Adjustment shall in any event not exceed 5% per annum]</i>	
	Rent based on turnover	
12.1	Is a rent based on turnover payable by the tenant? (Note, the lease must specify the method by which a rent based on turnover is to be determined) ☐ Yes <i>[insert method of calculating the turnover rent]</i> ☒ No	
12.2	If a rent based on turnover is not required to be paid, does the landlord require the tenant to provide details of turnover?	☐ Yes ☐ No

PART 5		OUTGOINGS	
13	Contribution by tenant towards landlord's outgoing		
13.1	Is the tenant required to pay or contribute towards the landlords outgoing?	☒ Yes	
		☐ No	
13.2	Describe any period during which the tenant is not required to pay outgoing		
	Not applicable		
13.3	Date on which payment of outgoing is to commence	27 th March 2013	
13.4	Formulae for apportioning outgoing		
	100%		
	<i>[insert formulae on how outgoing payable by tenant is to be apportioned]</i>		
14	Outgoing estimates (annual) for the 12 month period 27 th March 2013 to 26 th March 2014		
	<i>[State which of the following are payable by the tenant. The landlord may be prevented by the Retail Leases Act 2003 from claiming certain costs.]</i>		
		Estimate (including GST) per annum for the building/centre	
14.1	Administration		
	Administration costs (excluding management fees and wages)		
	Audit fees		
	Management fees		
14.2	Air conditioning/temperature control		
	Air conditioning maintenance		
	Air conditioning operating costs		
14.3	Building/centre management		
	Body corporate/strata levies		
	Building intelligence services		
	Customer traffic flow services		
	Energy management services		
	Gardening and landscaping	Tenant's cost	
	Insurance	Landlord's cost	
	Pest control		
	Ventilation		

14.4	Building/centre security	
	Caretaking	
	Emergency systems	
	Fire levy	
	Fire protection	
	Security services	
14.5	Cleaning	Tenant's cost
	Cleaning consumables	
	Cleaning costs (excluding consumables)	
14.6	Communications	
	Post boxes	
	Public telephones	
14.7	Customer facilities	
	Car parking	Tenant's cost
	Child minding	
	Escalators	
	Lifts	
	Uniforms	
14.8	Customer information services	
	Information directors	
	Public address/music	
	Signage	
14.9	Government rates and charges	
	Local government rates and charges	\$4,574.20
	Water, sewerage and drainage rates and charges	\$2,240.92
	(Note: under section 50 of the Retail Leases Act 2003 , the landlord may not claim land tax as an outgoing)	
14.10	Repairs	
	Repairs and maintenance	
	Sinking fund for repairs and maintenance	
	(Note: under section 41 of the Retail	

Leases Act 2003, the landlord may not claim the capital costs of the building/centre in which the premises are located)

14.11	Utility Services	Tenant's cost
	Electricity	
	Gas	
	Oil	
	Water	
14.12	Waste management	
	Sewerage disposal	
	Waste collection and disposal	
14.13	List any other outgoings	
	State Land Tax	\$ 387.00
14.14	Total outgoings for the building/centre	\$
14.15	Formula for determining tenant's share of the total outgoings for the building/centre	
14.16	Estimated tenant contribution to outgoings	\$ 7,202.12

PART 6 OTHER COSTS

15	Advertising and promotional costs	
15.1	Is the tenant required to contribute towards advertising and promotional costs (including marketing fund contributions) for the building/centre?	☐ Yes ☒ No
15.2	Tenant's contribution to advertising and promotional costs per annum	
	☒ Not applicable	
	☐ Yes – contribution per annum is Actual/Estimate	
	☐ Yes – contribution per annum is % of the rent (excluding GST) Payable from time to time	
	☐ Yes [insert details of tenant's contribution per annum and how this is determined]	

16	Other monetary obligations and charges
16.1	Outline any costs arising under the lease including up-front costs or other costs not part of the outgoings and not referred to elsewhere in this disclosure statement
	<i>[e.g. interest and legal costs]</i>

PART 7 ALTERATION WORKS (INCLUDING RENOVATIONS, EXTENSIONS, REDEVELOPMENT, DEMOLITION)

17	Alteration Works
17.1	Are there any alteration works, planned or known to the landlord at this point in time, to the premises or building/centre, including surrounding roads, during the term or any further term or terms?
	☐ Yes
	<i>[insert details of the proposed works]</i>
	☒ No
18	Clauses in lease dealing with relocation and demolition works
18.1	Clause(s) in lease providing for relocation of tenant
	☐ Clause(s) of the lease
	☒ Not applicable
18.2	Clause(s) in lease providing for demolition of the premises or building/centre
	☐ Clause(s) of the lease
	☒ Not applicable

PART 8 TRADING HOURS

19	Core trading hours relevant to the tenant
20	Tenant access to premises outside core trading hours
20.1	Is the tenant permitted to access the premises and building/centre outside core trading hours?
	☒ Yes

[provide details including cost of access]

☐ No

PART 9 RETAIL SHOPPING CENTRE DETAILS

[note: this Part must only be completed if the premises are in a retail shopping centre as defined in section 3 of the Retail Leases Act 2003]

21	Retail shopping centre details – NOT APPLICABLE	
21.1	Total number of shops	
21.2	Gross lettable area of the centre	Actual/Estimate
22	Annual turnover of the shopping centre	
22.1	Annual estimated turnover (where collected)	\$ Including GST/ Excluding GST
22.2	Annual estimated turnover by speciality shops per m ² (where collected)	
	Food	\$ per m ² Including GST/ Excluding GST
	Non food	\$ per m ² Including GST/ Excluding GST
	Services	\$ per m ² Including GST/ Excluding GST
23	Major/anchor tenants	
23.1	Major/anchor tenants and lease expiry dates	
	<i>[list all major and anchor tenants (e.g. department stores, discount department stores, supermarkets) and the dates on which leases held by those tenants expire]</i>	
24	Floor plan and tenancy mix	
24.1	Floor plan showing tenance mix, common areas, common area trading,	☐ Attached as per item 34.1

7

kiosks and major tenants		
24.2	Does the landlord assure the tenant that the current tenant mix will not be altered by the introduction of a competitor?	☐ Yes ☐ No
25	Customer traffic flow information	
25.1	Does the landlord collect customer traffic flow information?	☐ Yes – attached as per item 34.2 ☐ No
26	Casual mall licensing for common areas	
26.1	Do you adhere to the Shopping Centre Council of Australia's Casual Mall Licensing Code of Practice?	☐ Yes – casual mall licensing policy attached as per item 34.3 ☐ No

PART 10 OTHER DISCLOSURES

27	Other disclosures	
27.1	Are there any current legal proceedings in relation to the lawful use of the premises or building/centre?	
	☐ Yes [provide details]	
	☐ No	
28	Representations by landlord	
28.1	Any other representations by the landlord or the landlord's agent	
	[landlord to insert details of any other oral or written representations made by the landlord or the landlord's agent]	

PART 11 LANDLORD ACKNOWLEDGEMENTS AND SIGNATURE

29 Acknowledgements by landlord

By signing this disclosure statement, the landlord confirms and acknowledges that:

- this disclosure statement contains all representations in relation to the proposed lease by the landlord and the landlord's agent as at the date of this disclosure statement;
 - this disclosure statement reflects all agreements that have been made by the parties;
 - the landlord has not knowingly withheld information which is likely to have an impact on the tenant's proposed business.
-

Warnings to landlord when completing this disclosure statement:

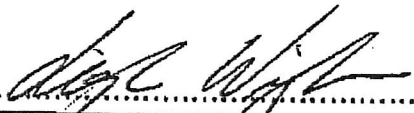
- The tenant may have remedies including termination of lease if the information in this statement is misleading, false or materially incomplete.
-

30 Landlord's signature

30.1 Name of landlord

Leigh William Wright and Sharon Suzanne Wright
[insert name of landlord]

30.2 Signed by the landlord or the landlord's agent for and on behalf of the landlord

x.  Sharon Wright.

30.3 Name of the landlord's authorised representative or landlord's agent

[insert name of person signing with the authority of the landlord]

30.4 Date

13 / 02 / 2013

PART 12 TENANT ACKNOWLEDGEMENTS AND SIGNATURE

31. Acknowledgements by the tenant

By signing this disclosure statement, the tenant confirms and acknowledges that the tenant received this disclosure statement

Before entering into a lease, tenants should consider these key questions:

- Does the planning authority allow your proposed use for the premises under planning law?
- Is the security of your occupancy affected by:
 - mortgages, charges or encumbrances granted by the landlord?
 - Rights and obligations under a head lease?
- Does the premises comply with building and safety relations? Is the premises affected by outstanding notices by any authority?
- Could your trading be affected by disturbances or changes to the building/centre?
- Does the landlord require you to refurbish the premises regularly or at the end of the lease?
- Can the landlord end the lease early even if you comply with the lease?
- Are all the existing structures, fixtures and plant and equipment in good working order?
- Are you required to make good the premises at the end of the lease?
- Is the tenancy mix of the shopping centre (if applicable) likely to change during the term of the lease? (see item 24.2)

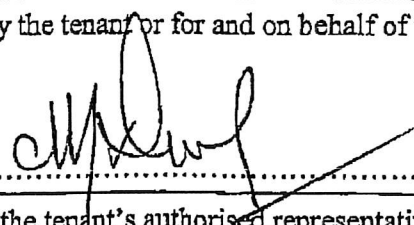
32 Tenant's signature

It is important that a tenant seek independent legal and financial advice before entering into a lease.

32.1 Name of tenant

The Dooley Group Pty Ltd
[insert name of tenant]

32.2 Signed by the tenant or for and on behalf of the tenant

x.....


32.3 Name of the tenant's authorised representative

[insert name of person signing with the authority of the tenant]

32.4 Date

12/2/2013

PART 13 ATTACHMENTS

33 List of attachments

Attached?

- | | | |
|------|---|--|
| 33.1 | Plan of premises
(see item 4.2) | ☐ Yes
☒ Not applicable |
| 33.2 | Head lease or sub lease
(see item 4.2) | ☐ Yes
☒ Not applicable |

33.3 Additional attachments

[list of any additional attachments]

34 List of attachments - retail shopping centre

[this item must be completed only if the premises are in a retail shopping centre as defined in section 3 of the Retail Leases Act 2003]

Attached?

- | | | |
|------|--|--|
| 34.1 | Floor plan
(see item 24.1) | ☐ Yes
☒ Not applicable |
| 34.2 | Customer traffic figures statistics
(see item 25.1) | ☐ Yes
☒ Not applicable |
| 34.3 | Casual mall license policy
(see item 26.1) | ☐ Yes
☒ Not applicable |

34.4 Additional attachments relating to the retail shopping centre

[list of any additional attachments]

