

	Dealing Number	Duty Imprint
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Print one sided only

1. Type/Dealing No of Instrument/Document being amended Type of Instrument Lease Dealing Number 720713750	Lodger (Name, address, email & phone number) MULLINS LAWYERS GPO Box 2026 Brisbane Qld 4001 E-mail: titles@mullinslawyers.com.au Tel: (07) 3224 0222 Ref: FSE:SSA:	Lodger Code BE107A
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2. Lot on Plan Description Lot 100 on SP 298886	Title Reference 51224397
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3. Lessor	CVS Lane Capital Partners Pty Ltd ACN 155 490 154 Trustee Under Instrument 716649230 and 716934534
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4. Lessee	Ipswich City Council ABN 61 461 981 077
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5. Amendment of Lease Details (Both parts (a) AND (b) must be completed. Do not complete if amending covenants only.)	
(a) <u>Expiry date</u> : 30/04/2025	AND/OR <u>Event (if applicable)</u> :
(b) <u>Option/s#</u> : Nil	
# insert NIL if no option or insert option period (e.g. 2 years or 2 x 3 years)	

6. Request/Execution	The parties identified in items 3 and 4 agree that the instrument in item 1 is amended in accordance with:- item 5 and attached schedule
* rule through or delete if not applicable	

Witnessing officer must be aware of his/her obligations under section 162 of the Land Title Act 1994

signature director
full name director/secretary
qualification.....	CVS Lane Capital Partners Pty Ltd ACN 155 490 154
Witnessing Officer	Execution Date
(Witnessing officer must be in accordance with Schedule 1 of the Land Title Act 1994 eg Legal Practitioner, JP, C Dec)	Lessor's Signature

signature
full name
qualification.....	Ipswich City Council ABN 61 461 981 077
Witnessing Officer	Execution Date
(Witnessing officer must be in accordance with Schedule 1 of the Land Title Act 1994 eg Legal Practitioner, JP, C Dec)	Lessee's Signature
	*Mayor/ *Authorised Councillor *Chief Executive Officer/*Delegated Officer for IPSWICH CITY COUNCIL

Title Reference 51224397

The Landlord and Tenant agree as follows:

BACKGROUND:

- A. The Landlord leases the Premises to the Tenant under the Lease.
- B. The Landlord and Tenant have agreed to vary the terms of the Lease by extending the Expiry Date and amending certain other terms and conditions as modified by this document.
- C. The Landlord and the Tenant have agreed to sign this document to evidence these variations.

AGREED TERMS:

1. DEFINITIONS AND INTERPRETATION

1.1 **Definitions:** In this document unless a contrary intention appears:

"**Landlord**" means CVS Lane Capital Partners Pty Ltd ACN 155 490 154 Trustee Under Instrument 716649230 and 716934534 and includes the Landlord's successors and assigns.

"**Lease**" means registered lease 720713750.

"**Premises**" means the area leased under the Lease.

"**Tenant**" means Ipswich City Council ABN 61 461 981 077 and includes the Tenant's successors and assigns.

"**Variation Date**" means 29 November 2021.

1.2 **Interpretation:** In this document, unless a contrary intention appears:

- (a) reference to a clause or schedule is to a clause or schedule in this document;
- (b) reference to the singular includes the plural and vice versa;
- (c) reference to any gender includes all other genders;
- (d) reference to a person includes a corporation and an association whether incorporated or not and vice versa;
- (e) where a word is not defined in this document but is defined in the Lease, it has the meaning set out in the Lease; and
- (f) headings are included for ease of reference only and do not affect the construction of this document.

2. LEASE:

2.1 **Varied Lease:** The Landlord and the Tenant agree that the term of the Lease of the Premises is extended to 30 April 2025.

2.2 **Variations:** From the Variation Date the Lease is varied as follows:

- (a) the expiry date in Item 6 of the Form 7 is deleted and replaced with 30 April 2025 and any other reference to the former expiry date is likewise varied;
- (b) the annual base rent payable during the Lease Year commencing 1 May 2022 is \$23,766.92 plus GST per annum; and
- (c) Lease Term of the Particulars of the Lease is amended to read:

"Lease Term: six (6) years".

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- 2.3 **Covenant:** The parties agree that from the Variation Date they will respectively perform and observe the terms of the Lease as varied by this document.

3. **GENERAL PROVISIONS**

- 3.1 **Costs:** Each party will bear its own costs in relation to the negotiation, preparation and execution of this document. The Tenant must pay any duty and registration fees in relation to this document.
- 3.2 **Jurisdiction:** This document is governed by the laws of Queensland and the parties submit to the non-exclusive jurisdiction of the courts that have jurisdiction in Queensland.
- 3.3 **Joint and Several Liability:** An obligation incurred by two or more persons is to be constructed as an obligation incurred jointly and severally by each of those persons.
- 3.4 **Deed:** This document is signed as a deed and is to take effect as a deed.