

Deed of Extension of Lease – Reserve 25164, Lot 24 (9) Memorial Road, Jerramungup

Shire of Jerramungup

ETA Pharmacies Group Pty Ltd (ACN 656 504 228)

Irek Paul Chrenowski



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Details

Parties

Shire of Jerramungup

of PO Box 92, Jerramungup, Western Australia 6707
(Lessor)

ETA Pharmacies Group Pty Ltd (ACN 656 504 228)

of 31 Veal Street, Hopetoun, Western Australia 6348
(Lessee)

Irek Paul Chrenowski

of 31 Veal Street, Hopetoun, Western Australia 6348
(Guarantor)

Background

- A The Lessor is vested with care, control and management of the Land.
- B By the Lease the Lessor granted a leasehold estate in that portion of the Land comprising the Premises to the Lessee.
- C Subject to the approval of the Minister for Lands first being obtained, the Parties have agreed to extend the Term of the Lease for the Further Term on the terms and conditions contained in this Deed.

Agreed terms

1. Definitions & Interpretation

1.1 Definitions

Unless otherwise required by the context or subject matter the following words have these meanings in this Deed:

Deed means this deed as supplemented, amended or varied from time to time;

First Further Term means the further term described in **Item 3** of the Schedule;

Guarantee means the guarantee and indemnity under clause 40 of the Lease;

Land means the land described in **Item 2** of the Schedule;

Lease means the lease specified in **Item 1** of the Schedule as amended, assigned or extended by any other document specified in **Item 1**;

Party means the Lessor or the Lessee according to the context;

Premises means the premises described in **Item 2** of the Schedule;

Schedule means the Schedule to this Deed; and

Term means the term of the Lease.

1.2 Same meaning as Lease

Unless the contrary intention appears words defined in the Lease have the same meaning when used in this Deed.

1.3 Interpretation

(1) In this Deed unless the contrary intention appears:

- (a) reference to a person includes a reference to that person's personal representatives, successors and assigns;
- (b) reference to a person includes a natural person, partnership, trust, association and company;
- (c) the singular includes the plural and vice versa;
- (d) a word importing a gender includes each other gender;
- (e) reference to a company includes any incorporated body of any description;
- (f) an obligation or representation on the part of two or more persons binds them jointly and severally;

- (g) an obligation or representation in favour of two or more persons is for the benefit of them jointly and severally;
 - (h) if a period of time is specified and is from a given day or the day of an act or event, it is to be calculated exclusive of that day;
 - (i) reference to a recital, clause or schedule is a reference to a recital, clause or schedule in this Deed and a reference to this Deed includes recitals and schedules;
 - (j) reference to any statute in this Deed includes a reference to that statute as amended, modified or replaced and includes orders, ordinances, regulations, rules and local laws made under or pursuant to that statute;
 - (k) reference to the provisions of a document or part of a document includes a reference to all the terms, covenants, conditions, stipulations and reservations contained or implied in that document or in that part of a document; and
 - (l) unless repugnant to the sense or context a reference to a party includes that party's executors, administrators, personal representatives, successors and assigns and if a party comprises two or more persons the executors, administrators, personal representatives, successors and assigns of each of those persons.
- (2) Headings are inserted for convenience only and do not affect the interpretation of this Deed.

2. Extension of Lease

The Lessor extends the Lease for the First Further Term and the Lessee accepts the extension.

3. Lessee's Covenants

- (1) The Lessee shall during the First Further Term:
- (a) pay the Rent, as reviewed in accordance with clause 5 of the Lease, which provides for a market review of the Rent upon the commencement of the First Further Term;
 - (b) all other monies payable by the Lessee, including but not limited to outgoings, under the Lease in the manner specified in the Lease; and
 - (c) subject to this Deed comply with all the Lessee's other obligations under the Lease.
- (2) The Lessee acknowledges that in respect of the Further Term the Lessor has all the rights and powers and may exercise all the remedies as are contained in the Lease.

4. Lessor's Covenants

The Lessor shall during the First Further Term comply with observe and perform all the Lessor's covenants and obligations under the Lease.

5. Approval of the Minister

- (1) The extension of lease made pursuant to this Deed is conditional upon the approval of the Minister being granted under section 18 of the *Land Administration Act 1997*.

- (2) The parties acknowledge that a copy of the approval of the Minister to the proposed extension of the Lease is annexed hereto as **Annexure 1**.

6. Acknowledgement

The Guarantor acknowledges and agrees that the Guarantee shall apply during the First Further Term.

7. Severance

If any part of this Deed is or becomes void or unenforceable that part is or will be severed from this Deed so that all parts that are not or do not become void or unenforceable remain in full force and effect and are unaffected by the severance.

8. Costs

The Lessee shall pay to the Lessor or as directed by the Lessor on demand the Lessor's costs in relation to this Deed including all legal costs and expenses of and incidental to the preparation and execution of this Deed.

Schedule

Item 1 Lease

Lease dated 19 May 2016 between the Shire of Jerramungup as Lessor and NineNine Health Holdings Pty Ltd as Lessee for a term of 6 years commencing on 19 May 2016, with a First Further Term of 3 years and a Second Further Term of 5 years.

Deed of Assignment of Lease dated 23 February 2022 between the Shire of Jerramungup as Lessor, NineNine Health Holdings Pty Ltd as Assignor, ETA Pharmacies Group Pty Ltd (ACN 656 504 228) as Assignee and Irek Paul Chrenowski as Guarantor commencing on 15 March 2022.

Item 2 Land and Premises

Land

Lot 24 on Deposited Plan 207409 and being the whole of the land comprised in Crown Land Title Volume LR3018 Folio 524.

Premises

That portion of the Land being 354m² including the building constructed on the Land located for general identification purposes at 9 Memorial Road, Jerramungup as shown on the sketch annexed to the Lease as **Annexure 1**.

Item 3 First Further Term

Three (3) years commencing on 19 May 2022 and expiring on 18 May 2025.

Signing page

EXECUTED by the parties as a Deed

2022

THE COMMON SEAL of the **SHIRE OF JERRAMUNGUP** was hereunto affixed by authority of a resolution of the Council in the presence of:

President

(Print Full Name)

Chief Executive Officer

(Print Full Name)

Signed on behalf of **ETA PHARMACIES GROUP PTY LTD (ACN 656 504 228)** pursuant to Section 127 of the Corporations Act:

Signature of Sole Director & Sole Secretary

Full Name of Sole Director & Sole Secretary

Signed by the said **IREK PAUL CHRENOWSKI** in the presence of:

Witness sign:

Witness name:

Address:

Occupation:

Annexure 1 – Approval of the Minister for Lands



Land Use Management

Department of Planning,
Lands and Heritage

Your ref: Deed of Extension to unregistered Lease
Part Reserve 25164
Our ref: File No: 03248-1958 (Case No: 2201176)
Enquiries: Barbara Quigley
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Stirling Law Chambers, 220-222 Stirling Highway
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BY E-MAIL ONLY: mmadvad@mcleods.com.au

Dear Ms Madvad,

Section 18 Minister's Consent to a Deed of Extension (unregistered Lease) over part Reserve 25164, portion of Lot 24 on Deposited Plan 207409, between the Shire of Jerramungup (Lessor) and ETA Pharmacies Group Pty Ltd (Lessee)

Thank you for your recent correspondence seeking approval to the Deed of Extension (unregistered Lease) to ETA Pharmacies Group Pty Ltd over part Reserve 25164, portion of Lot 24 on Deposited Plan 207409, which is set aside for the purpose of 'Municipal Purposes' to the Shire of Jerramungup with power to lease (or sub-lease or licence) for any term not exceeding twenty-one (21) years subject to the prior approval from the Minister for Lands.

In accordance with section 18 of the *Land Administration Act 1997* (LAA) approval from the Minister for Lands is granted to the Deed of Extension provided to the Department of Planning, Lands and Heritage (Department) by e-mail dated 9 May 2022 on the condition that the final document executed by the parties is on the same terms as that provided to the Department with that email. If the final document executed by the parties is not on the approved terms, then it may be void under section 18 LAA.

Please note that this approval is for the purposes of section 18 LAA only and does not constitute an endorsement as to the terms and effect of the document. The Department cannot provide any advice in respect of the Deed of Extension and recommends that each party obtain their own independent advice as to their rights and obligations under the Deed of Extension Agreement.

This approval is subject to the registration requirements of the *Transfer of Land Act 1893*. You will need to provide a copy of this letter to Landgate if the documents are to be lodged for registration at Landgate.

Should you have any enquiries please do not hesitate to contact me on any of the above details.

Yours sincerely

Barbara Quigley
Senior State Land Officer - Delivery

16 May 2022

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