

Duty Imprint

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1. Type/Dealing No of Instrument/Document being amended	Lodger (Name, address, E-Mail & phone number)	Lodger Code
Type of Instrument/Document LEASE	Mortimore & Associates Solicitors P O Box 5102 GOLD COAST MC QLD 9726 Tel: 5510 3337 Ref: MWM AJT 1303965	GC103
Dealing Number 714742773		

2. Lot on Plan Description	County	Parish	Title Reference
Lot 3 on SP 219490	Canning	Maroochy	50769926

3. Grantor/Mortgagor/Lessor

AKERMAN ENTERPRISES PTY LTD ACN 149 658 908 AS TRUSTEE UNDER INSTRUMENT DEPOSITED WITH DEALING 714680770

4. Grantee/Mortgagee/Lessee

GRUENERGY PTY LTD ACN 153 715 283

5. Amendment of Lease Details (Only to be completed for an amendment of the term and/or option of lease)

Expiry date: / / AND/OR Event:

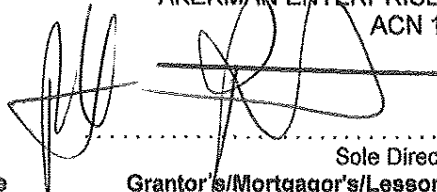
Option/s#:

Insert nil if no option or insert option period (eg 3 years or 2 x 3 years etc)

6. Request/Execution


The parties identified in items 3 and 4 agree that the instrument/document in item 1 is amended in accordance with the attached schedule.

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

..... signature		
..... full name		
..... qualification	23 0114	
	Execution Date	AKERMAN ENTERPRISES PTY LTD ACN 149 658 908  Sole Director/Secretary Grantor's/Mortgagor's/Lessor's Signature

Witnessing Officer
(Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

GRUENERGY PTY LTD
ACN 153 715 283

 signature	
..... BERNARD BOUCHIER full name	
..... J.P. 11172 qualification	
	Execution Date	31/01/13 Director/Secretary Grantee's/Mortgagee's/Lessee's Signature

Witnessing Officer
(Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

Director/Secretary
Grantee's/Mortgagee's/Lessee's Signature

Title Reference [50769926]

This is the schedule referred to in the Form 13 Amendment of Lease BETWEEN AKERMAN ENTERPRISES PTY LTD ACN 149 658 908 AS TRUSTEE as Lessor and GRUENERGY PTY LTD ACN 153 715 283 as Lessee.

The Lessor and the Lessee covenant and agree that the Lease is varied and amended as follows:-

1. INTERPRETATION

In this Amendment, unless the context otherwise requires:

- (a) **Amendment** means this Schedule and the annexed Form 13;
- (b) **Lease** means the Lease 714742773 between AKERMAN ENTERPRISES PTY LTD ACN 149 658 908 AS TRUSTEE as Lessor and GRUENERGY PTY LTD ACN 153 715 283 as Lessee;
- (c) **New Lease** means the Lease as amended by the Amendment;
- (d) Except where expressly provided, reference to a word used in the New Lease will have the same meaning as defined in the Lease.

2. AMENDMENTS/DELETIONS

The Lease is amended in the following manner:-

- (a) Clause 25.4 is deleted and replaced with:-

"25.4 For the purposes of this clause 25, "Purchase Price" means the sum of \$1,500,000.00 plus GST."

- (b) Clause 25.5.2 is deleted and replaced with:-

"25.5.2 Settlement shall occur seven (7) days after the Call Option is exercised. However in the event that the Lessor/Seller is unable to procure a Release of Mortgage from its Mortgagee within this time, the Seller may, by notice in writing to the Tenant/Buyer and/or its Nominee, extend the Settlement Date on any number of occasions and for any period(s), provided the total of the Seller's extension(s) do not exceed twenty one (21) days after the Call Option is exercised."

- (c) Clause 25.5.3 is deleted and replace with:-

"25.5.3 Treated as exclusive of GST and the Tenant/Buyer or its Nominee must pay to the Lessor/Seller, in addition to the Purchase Price, an amount equivalent to the amount payable by the Seller as GST on the supply of the property and the Lessor/Seller must give to the Tenant/Buyer or its Nominee a tax invoice on settlement."

3. LEASE TO BE BINDING AS VARIED

Subject to the variations contained in this Amendment, the Lease remains in full force and effect and is to be read and construed as if the terms of the Amendment were inserted in it by way of addition or substitution as the case may be.

GENERAL CONSENT

1. Lot on Plan Description	County	Parish	Title Reference
LOT3 ON SP 219490	CANNING	MAROOCHY	50769926

2. Instrument/document being consented to

Instrument/document type AMENDMENT OF LEASE

Dated 23/01/2014

Names of parties AKERMAN ENTERPRISES PTY LTD ACN 149 658 908 AS TRUSTEE UNDER INSTRUMENT DEPOSITED WITH DEALING 714680770 AND GRUENERGY PTY LTD ACN 153 715 283.

3. Instrument/document under which consent required

Instrument/document type LEASE

Dealing No. 714742773


Name of consenting party AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED A.B.N. 11 005 357 522.

4. Execution by consenting party

The party identified in item 3 consents to the registration of the instrument/document identified in item 2.

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


AUSTRALIA AND NEW ZEALAND
BANKING GROUP LIMITED BY
ITS ATTORNEY:
DAVID DUNN
UNDER POWER OF ATTORNEY
NO. 708737146


..... Luke Seivers signature

of 833 Collins Street, Docklands full name
who is an Australian Legal Practitioner
..... within the meaning of the qualification
Legal Profession Act 2004.

(Witnessing officer must be in accordance with Schedule 1 of the Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

09/04/14
Execution Date


.....
Consenting Party's Signature
BANK OFFICER

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