



900357015

OPEN

1-2-20 to 31-3-22

## LEASE AGREEMENT

### TAXI SERVICE LICENCE

THIS AGREEMENT is made on the date specified in **Item 5** of the Schedule

BETWEEN: The person specified in **Item 1** of the Schedule ("**the Owner**")

AND: **BLACK & WHITE CABS PTY LTD A.C.N. 054 497 353** of 11 Dryandra Road, Brisbane Airport in the State of Queensland ("**Black & White Cabs**")

#### RECITALS:

- A. The Owner is the holder of a taxi service licence ("**the TSL**") more particularly described in **Item 2** of the Schedule issued subject to the *Transport Operations (Passenger Transport) Act 1994* ("**the Act**") and *Regulation*, as amended.
- B. Black & White Cabs has established expertise in administering taxi services and is the holder of a service contract with the State of Queensland for the administration of taxi services in the taxi service area specified in the TSL.
- C. The Owner has agreed to grant a lease of the TSL to Black & White Cabs upon the terms and conditions contained in this Lease Agreement.

#### OPERATIVE:

1. **Grant of Lease** The Owner agrees to grant a lease of the TSL and Black & White Cabs agrees to take a lease of the TSL for the Term specified in **Item 3** of the Schedule commencing on the Commencement Date and ending on the Expiry Date.
2. **Rental** During the Term, Black & White Cabs must pay the Monthly Rental to the Owner on or before the seventh day of each month. The initial Monthly Rental is as specified in **Item 4** of the Schedule. If the Commencement Date is a day other than the first day of a month, then Black & White Cabs must pay the Owner in respect of any broken period on a pro-rata daily basis.
3. **Review of Rental** At any time during the Term, provided one month's written notice is given to the Owner, the Monthly Rental may be reviewed and amended by and at the discretion of Black & White Cabs. The reviewed rental will be decided by the Managing Director of Black & White Cabs (Managing Director) based on considerations including, but not limited to, market conditions for other taxi licence leases and taxi takings in the relevant taxi district at the time. The Monthly Rental may reduce as a result of the Managing Director's review under this clause.
4. **Goods and Services Tax** If at any time during the Term or any extensions a GST is applicable, then the provisions of this clause apply.
  - (1) In this clause:  
"**GST**" means a goods and services tax under *A New Tax System (Goods and Services Tax) Act 1999* ("**the GST Act**"); "**Primary Payment**" means any payment by Black & White Cabs to the Owner of any rental payable by Black & White Cabs to the Owner under this Lease; "**Tax Invoice**" means an invoice in a format required by law and which also shows the amount of the GST payable by the Owner in respect of the relevant Primary Payment.
  - (2) Black & White Cabs must pay to the Owner an additional amount in respect of any GST that the Owner is required to pay under this Lease at the same time and in the same manner as Black & White Cabs is required to pay the Primary Payment in respect of which the GST relates.
  - (3) In respect of Primary Payments, the Owner must issue to Black & White Cabs a Tax Invoice in respect of the payment required.

5. **Covenants by Black & White Cabs** Black & White Cabs agrees that during the Term:

- (1) Black & White Cabs must comply with the Licence Conditions of the TSL, a copy of which is to be supplied by the Owner and annexed to this Lease Agreement;
- (2) Black & White Cabs must comply with all requirements and directions lawfully given or made by authorised officers of DTMR or any public body or authority in relation to the TSL and must not do or permit any act, matter or thing which may render the TSL liable to suspension or cancellation.

6. **Covenants by the Owner** The Owner agrees that during the Term:

- (1) The Owner must not transfer the TSL to another person unless that other person enters into a Deed of Covenant with Black & White Cabs in a form approved by Black & White Cabs whereby the other person agrees to be bound by the terms of this Lease Agreement.
- (2) The Owner must renew the TSL and pay any fees or levies payable to DTMR in respect of the TSL and any stamp duty assessable on this Lease Agreement.

7. **Acknowledgments by the Owner** The Owner acknowledges that:

- (1) Black & White Cabs may without notice to the Owner sub-lease the TSL or enter into operating arrangements about the TSL with another person for the provision of the taxi service;
- (2) Black & White Cabs may without notice to the Owner (but subject to an authority from DTMR) substitute another vehicle to be used in conjunction with the TSL;
- (3) *N/CAS BY OR THE OWNER* Black & White Cabs may with one month's notice in writing to the Owner terminate this Lease Agreement and thereafter each party will release each other from their respective obligations under this Lease Agreement. *OR BLACK & WHITE CABS*
- (4) If at any time during the Term the Owner intends to sell the TSL, then the Owner must give prior written notice to Black & White Cabs to that effect and within 14 days Black & White Cabs may elect either (i) to purchase the TSL or (ii) to list the TSL for sale at a price nominated by the Owner.
- (5) If at any time during the last 6 months of the Term the Owner intends to enter into an agreement to lease or other operating arrangements about the TSL with a third party after the expiration of the Term, then the Owner must give prior written notice to Black & White Cabs to that effect and within 14 days Black & White Cabs may elect to enter into a lease or other operating arrangements with the Owner upon similar terms and conditions as proposed with the third party.

8. **Termination After Notice** Before terminating this Lease Agreement for a default which is capable of rectification, either party must give notice to the other party ("the defaulting party"):

- (1) specifying the event of default which has given rise to the right of determination; and
- (2) requiring the defaulting party to rectify the default to the reasonable satisfaction of the other party within 14 days.

If the default is not capable of rectification or if the defaulting party fails to comply with a notice under this clause, then the other party may terminate this Agreement by notice in writing to the defaulting party. In the event of such termination, Black & White Cabs shall surrender and deliver up to the Owner the Equipment and all documents held relating to the TSL and both parties must sign and execute all such documents as may be necessary to terminate this Lease Agreement.

9. **Attorney** Black & White Cabs hereby constitutes and appoints the Owner as its attorney to sign and execute all papers and documents in Black & White Cabs' name for the purpose of the reversion of the TSL to the Owner as may be required either upon the determination of this Agreement under its terms or upon its expiration by efflux of time.

10. **Definitions** Unless a contrary intention appears in this Lease Agreement, words defined in the Act or subordinate legislation shall have the same meaning in this Lease Agreement. "DTMR" means and includes the Department of Transport and Main Roads and any of its divisions or agencies and its chief executive.

SCHEDULE / TAX INVOICE

ITEM 1

**Owner/Supplier:**

Name: A & M Sgroi ATF The A & M Sgroi Family Super Fund

Address: 107 Bridgeman Downs Road  
BRIDGEMAN DOWNS QLD 4035

Australian Business No (ABN): 13 033 069 332

GST Status: Registered

**Black & White Cabs/Recipient:**

Name: Black & White Cabs Pty Ltd

Australian Business No (ABN): 78 054 497 353

ITEM 2

**Taxi Service Licence:**

Taxi Service Licence No: 900357015

Taxi Service Area: Brisbane

Licence Type: Standard

ITEM 3

**Term:**

Commencing Date: 1<sup>st</sup> February 2020

Expiry Date: 31<sup>st</sup> March 2022

ITEM 4

**Rental:**

Initial Monthly Rental: \$ 700.00

Plus GST if applicable: \$ 70.00


Total (including GST if applicable): \$ 770.00

ITEM 5

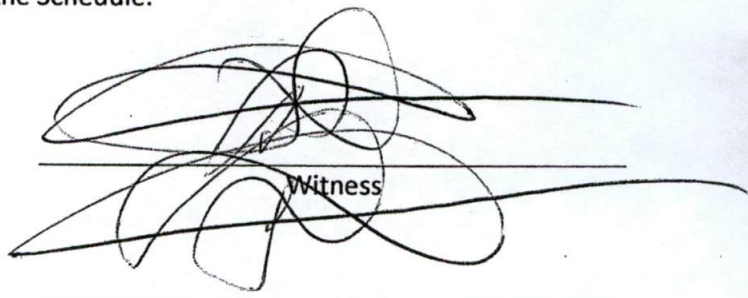
**Date of Agreement (to be inserted when signed by both parties):**

28/1/20

EXECUTED by the parties on the date specified in Item 5 of the Schedule.

  
\_\_\_\_\_  
Owner

For and on behalf of  
Black & White Cabs Pty Ltd  
A.C.N. 054 497 353

  
\_\_\_\_\_  
Witness



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1-2.20 40 31.3-22

# LEASE AGREEMENT

## TAXI SERVICE LICENCE

**THIS AGREEMENT** is made on the date specified in **Item 5** of the Schedule

**BETWEEN:** The person specified in **Item 1** of the Schedule ("**the Owner**")

**AND:** **BLACK & WHITE CABS PTY LTD A.C.N. 054 497 353** of 11 Dryandra Road, Brisbane Airport in the State of Queensland ("**Black & White Cabs**")

### RECITALS:

- A. The Owner is the holder of a taxi service licence ("**the TSL**") more particularly described in **Item 2** of the Schedule issued subject to the *Transport Operations (Passenger Transport) Act 1994* ("**the Act**") and *Regulation*, as amended.
- B. Black & White Cabs has established expertise in administering taxi services and is the holder of a service contract with the State of Queensland for the administration of taxi services in the taxi service area specified in the TSL.
- C. The Owner has agreed to grant a lease of the TSL to Black & White Cabs upon the terms and conditions contained in this Lease Agreement.

### OPERATIVE:

1. **Grant of Lease** The Owner agrees to grant a lease of the TSL and Black & White Cabs agrees to take a lease of the TSL for the Term specified in **Item 3** of the Schedule commencing on the Commencement Date and ending on the Expiry Date.
2. **Rental** During the Term, Black & White Cabs must pay the Monthly Rental to the Owner on or before the seventh day of each month. The initial Monthly Rental is as specified in **Item 4** of the Schedule. If the Commencement Date is a day other than the first day of a month, then Black & White Cabs must pay the Owner in respect of any broken period on a pro-rata daily basis.
3. **Review of Rental** At any time during the Term, provided one month's written notice is given to the Owner, the Monthly Rental may be reviewed and amended by and at the discretion of Black & White Cabs. The reviewed rental will be decided by the Managing Director of Black & White Cabs (Managing Director) based on considerations including, but not limited to, market conditions for other taxi licence leases and taxi takings in the relevant taxi district at the time. The Monthly Rental may reduce as a result of the Managing Director's review under this clause.
4. **Goods and Services Tax** If at any time during the Term or any extensions a GST is applicable, then the provisions of this clause apply.
  - (1) In this clause:  
"**GST**" means a goods and services tax under *A New Tax System (Goods and Services Tax) Act 1999* ("**the GST Act**"); "**Primary Payment**" means any payment by Black & White Cabs to the Owner of any rental payable by Black & White Cabs to the Owner under this Lease; "**Tax Invoice**" means an invoice in a format required by law and which also shows the amount of the GST payable by the Owner in respect of the relevant Primary Payment.
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5. **Covenants by Black & White Cabs** Black & White Cabs agrees that during the Term:

- (1) Black & White Cabs must comply with the Licence Conditions of the TSL, a copy of which is to be supplied by the Owner and annexed to this Lease Agreement;
- (2) Black & White Cabs must comply with all requirements and directions lawfully given or made by authorised officers of DTMR or any public body or authority in relation to the TSL and must not do or permit any act, matter or thing which may render the TSL liable to suspension or cancellation.

6. **Covenants by the Owner** The Owner agrees that during the Term:

- (1) The Owner must not transfer the TSL to another person unless that other person enters into a Deed of Covenant with Black & White Cabs in a form approved by Black & White Cabs whereby the other person agrees to be bound by the terms of this Lease Agreement.
- (2) The Owner must renew the TSL and pay any fees or levies payable to DTMR in respect of the TSL and any stamp duty assessable on this Lease Agreement.

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- (1) Black & White Cabs may without notice to the Owner sub-lease the TSL or enter into operating arrangements about the TSL with another person for the provision of the taxi service;
- (2) Black & White Cabs may without notice to the Owner (but subject to an authority from DTMR) substitute another vehicle to be used in conjunction with the TSL;
- (3) *OR THE OWNER* Black & White Cabs may with one month's notice in writing to the Owner terminate this Lease Agreement and thereafter each party will release each other from their respective obligations under this Lease Agreement. *OR BLACK AND WHITE CABS*
- (4) If at any time during the Term the Owner intends to sell the TSL, then the Owner must give prior written notice to Black & White Cabs to that effect and within 14 days Black & White Cabs may elect either (i) to purchase the TSL or (ii) to list the TSL for sale at a price nominated by the Owner.
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8. **Termination After Notice** Before terminating this Lease Agreement for a default which is capable of rectification, either party must give notice to the other party ("the defaulting party"):

- (1) specifying the event of default which has given rise to the right of determination; and
- (2) requiring the defaulting party to rectify the default to the reasonable satisfaction of the other party within 14 days.

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9. **Attorney** Black & White Cabs hereby constitutes and appoints the Owner as its attorney to sign and execute all papers and documents in Black & White Cabs' name for the purpose of the reversion of the TSL to the Owner as may be required either upon the determination of this Agreement under its terms or upon its expiration by efflux of time.

10. **Definitions** Unless a contrary intention appears in this Lease Agreement, words defined in the Act or subordinate legislation shall have the same meaning in this Lease Agreement. "DTMR" means and includes the Department of Transport and Main Roads and any of its divisions or agencies and its chief executive.

SCHEDULE / TAX INVOICE

**ITEM 1 Owner/Supplier:**  
Name: A & M Sgroi ATF The A & M Sgroi Family Super Fund  
Address: 107 Bridgeman Downs Road  
BRIDGEMAN DOWNS QLD 4035  
Australian Business No (ABN): 13 033 069 332  
GST Status: Registered

**Black & White Cabs/Recipient:**  
Name: Black & White Cabs Pty Ltd  
Australian Business No (ABN): 78 054 497 353

**ITEM 2 Taxi Service Licence:**  
Taxi Service Licence No: 0001960  
Taxi Service Area: Brisbane  
Licence Type: Wheelchair Accessible Vehicle

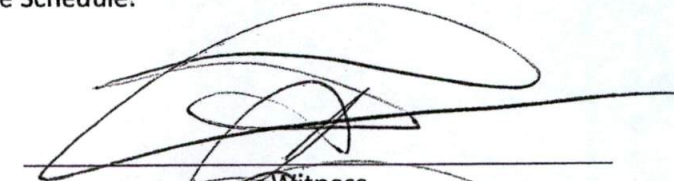
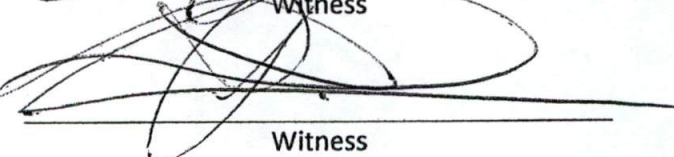
**ITEM 3 Term:**  
Commencing Date: 1<sup>st</sup> February 2020  
Expiry Date: 31<sup>st</sup> March 2022

**ITEM 4 Rental:**  
Initial Monthly Rental: \$ 600.00  
Plus GST if applicable: \$ 60.00  
Total (including GST if applicable): \$ 660.00

**ITEM 5 Date of Agreement (to be inserted when signed by both parties):** 28/1/20

EXECUTED by the parties on the date specified in Item 5 of the Schedule.

  
\_\_\_\_\_  
Owner  
  
\_\_\_\_\_  
For and on behalf of  
Black & White Cabs Pty Ltd  
A.C.N. 054 497 353

  
\_\_\_\_\_  
Witness  
  
\_\_\_\_\_  
Witness



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1-2-20 40313-22

## LEASE AGREEMENT

### TAXI SERVICE LICENCE

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**AND:** **BLACK & WHITE CABS PTY LTD A.C.N. 054 497 353** of 11 Dryandra Road, Brisbane Airport in the State of Queensland ("**Black & White Cabs**")

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900279321  
1-2-20 to 31-3-22

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1973  
1-6-21 to 31.5.24

# LEASE AGREEMENT

## TAXI SERVICE LICENCE

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AND: **BLACK & WHITE CABS PTY LTD A.C.N. 054 497 353** of 11 Dryandra Road, Brisbane Airport in the State of Queensland ("Black & White Cabs")

### RECITALS:

- A. The Owner is the holder of a taxi service licence ("the TSL") more particularly described in Item 2 of the Schedule issued subject to the *Transport Operations (Passenger Transport) Act 1994* ("the Act") and *Regulation*, as amended.
- B. Black & White Cabs has established expertise in administering taxi services and is the holder of a service contract with the State of Queensland for the administration of taxi services in the taxi service area specified in the TSL.
- C. The Owner has agreed to grant a lease of the TSL to Black & White Cabs upon the terms and conditions contained in this Lease Agreement.

### OPERATIVE:

- 1. **Grant of Lease** The Owner agrees to grant a lease of the TSL and Black & White Cabs agrees to take a lease of the TSL for the Term specified in Item 3 of the Schedule commencing on the Commencement Date and ending on the Expiry Date.
- 2. **Rental** During the Term, Black & White Cabs must pay the Monthly Rental to the Owner on or before the seventh day of each month. The initial Monthly Rental is as specified in Item 4 of the Schedule. If the Commencement Date is a day other than the first day of a month, then Black & White Cabs must pay the Owner in respect of any broken period on a pro-rata daily basis.
- 3. **Review of Rental** At any time during the Term, provided one month's written notice is given to the Owner, the Monthly Rental may be reviewed and amended by and at the discretion of Black & White Cabs. The reviewed rental will be decided by the Managing Director of Black & White Cabs (Managing Director) based on considerations including, but not limited to, market conditions for other taxi licence leases and taxi takings in the relevant taxi district at the time. The Monthly Rental may reduce as a result of the Managing Director's review under this clause.
- 4. **Goods and Services Tax** If at any time during the Term or any extensions a GST is applicable, then the provisions of this clause apply.
  - (1) In this clause:  
"GST" means a goods and services tax under *A New Tax System (Goods and Services Tax) Act 1999* ("the GST Act"); "Primary Payment" means any payment by Black & White Cabs to the Owner of any rental payable by Black & White Cabs to the Owner under this Lease; "Tax Invoice" means an invoice in a format required by law and which also shows the amount of the GST payable by the Owner in respect of the relevant Primary Payment.
  - (2) Black & White Cabs must pay to the Owner an additional amount in respect of any GST that the Owner is required to pay under this Lease at the same time and in the same manner as Black & White Cabs is required to pay the Primary Payment in respect of which the GST relates.
  - (3) In respect of Primary Payments, the Owner must issue to Black & White Cabs a Tax Invoice in respect of the payment required.

5. **Covenants by Black & White Cabs** Black & White Cabs agrees that during the Term:

- (1) Black & White Cabs must comply with the Licence Conditions of the TSL, a copy of which is to be supplied by the Owner and annexed to this Lease Agreement;
- (2) Black & White Cabs must comply with all requirements and directions lawfully given or made by authorised officers of DTMR or any public body or authority in relation to the TSL and must not do or permit any act, matter or thing which may render the TSL liable to suspension or cancellation.

6. **Covenants by the Owner** The Owner agrees that during the Term:

- (1) The Owner must not transfer the TSL to another person unless that other person enters into a Deed of Covenant with Black & White Cabs in a form approved by Black & White Cabs whereby the other person agrees to be bound by the terms of this Lease Agreement.
- (2) The Owner must renew the TSL and pay any fees or levies payable to DTMR in respect of the TSL and any stamp duty assessable on this Lease Agreement.

7. **Acknowledgments by the Owner** The Owner acknowledges that:

- (1) Black & White Cabs may without notice to the Owner sub-lease the TSL or enter into operating arrangements about the TSL with another person for the provision of the taxi service;
- (2) Black & White Cabs may without notice to the Owner (but subject to an authority from DTMR) substitute another vehicle to be used in conjunction with the TSL;
- (3) Black & White Cabs, <sup>OR THE OWNER</sup> may with one month's notice in writing to the Owner, <sup>OR BLACK & WHITE CABS PTY LTD</sup> terminate this Lease Agreement and thereafter each party will release each other from their respective obligations under this Lease Agreement.
- (4) If at any time during the Term the Owner intends to sell the TSL, then the Owner must give prior written notice to Black & White Cabs to that effect and within 14 days Black & White Cabs may elect either (i) to purchase the TSL or (ii) to list the TSL for sale at a price nominated by the Owner.
- (5) If at any time during the last 6 months of the Term the Owner intends to enter into an agreement to lease or other operating arrangements about the TSL with a third party after the expiration of the Term, then the Owner must give prior written notice to Black & White Cabs to that effect and within 14 days Black & White Cabs may elect to enter into a lease or other operating arrangements with the Owner upon similar terms and conditions as proposed with the third party.

8. **Termination After Notice** Before terminating this Lease Agreement for a default which is capable of rectification, either party must give notice to the other party ("the defaulting party"):

- (1) specifying the event of default which has given rise to the right of determination; and
- (2) requiring the defaulting party to rectify the default to the reasonable satisfaction of the other party within 14 days.

If the default is not capable of rectification or if the defaulting party fails to comply with a notice under this clause, then the other party may terminate this Agreement by notice in writing to the defaulting party. In the event of such termination, Black & White Cabs shall surrender and deliver up to the Owner the Equipment and all documents held relating to the TSL and both parties must sign and execute all such documents as may be necessary to terminate this Lease Agreement.

9. **Attorney** Black & White Cabs hereby constitutes and appoints the Owner as its attorney to sign and execute all papers and documents in Black & White Cabs' name for the purpose of the reversion of the TSL to the Owner as may be required either upon the determination of this Agreement under its terms or upon its expiration by efflux of time.

10. **Definitions** Unless a contrary intention appears in this Lease Agreement, words defined in the Act or subordinate legislation shall have the same meaning in this Lease Agreement. "DTMR" means and includes the Department of Transport and Main Roads and any of its divisions or agencies and its chief executive.

SCHEDULE / TAX INVOICE

ITEM 1

Owner/Supplier:

Name: A & M Sgroi ATF The A & M Sgroi Super Fund

Address: 107 Bridgeman Road  
BRIDGEMAN DOWNS QLD 4035

CRN: (Customer Reference Number) 92153306

Australian Business No (ABN): 13 033 069 332  
GST Status: Registered

Black & White Cabs/Recipient:

Name: Black & White Cabs Pty Ltd  
Australian Business No (ABN): 78 054 497 353

ITEM 2

Taxi Service Licence:

Taxi Service Licence No: 1973  
Taxi Service Area: Brisbane  
Licence Type: Wheelchair Accessible Vehicle

ITEM 3

Term:

Commencing Date: 1<sup>st</sup> June 2021  
Expiry Date: 31<sup>st</sup> May 2024

ITEM 4

Rental:


Initial Monthly Rental: \$ 150.00  
Plus GST if applicable: \$ 15.00  
Total (including GST if applicable): \$ 165.00

ITEM 5

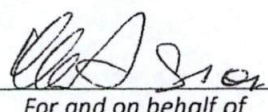
Date of Agreement (to be inserted when signed by both parties):

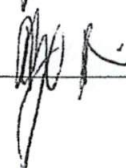
16/6/21

EXECUTED by the parties on the date specified in Item 5 of the Schedule.

  
\_\_\_\_\_  
Owner

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
For and on behalf of  
Black & White Cabs Pty Ltd  
A.C.N. 054 497 353

  
\_\_\_\_\_  
Witness

*N. Mclewis*



900282 165

1.2.20 to 31.3.22

## LEASE AGREEMENT

TAXI SERVICE LICENCE

NOW BEING USED  
BY FUND T57-904

THIS AGREEMENT is made on the date specified in **Item 5** of the Schedule

BETWEEN: The person specified in **Item 1** of the Schedule ("the Owner")

AND: **BLACK & WHITE CABS PTY LTD A.C.N. 054 497 353** of 11 Dryandra Road, Brisbane Airport in the State of Queensland ("**Black & White Cabs**")

### RECITALS:

- A. The Owner is the holder of a taxi service licence ("**the TSL**") more particularly described in **Item 2** of the Schedule issued subject to the *Transport Operations (Passenger Transport) Act 1994* ("**the Act**") and Regulation, as amended.
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- (4) If at any time during the Term the Owner intends to sell the TSL, then the Owner must give prior written notice to Black & White Cabs to that effect and within 14 days Black & White Cabs may elect either (i) to purchase the TSL or (ii) to list the TSL for sale at a price nominated by the Owner.
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