

Taxi Service Licence



Licence Owner's name SGROI, ANTONINO & MARIA ATF A & M
SGROI FAMILY SUPER FUND

Licence Number 900282165

T57-904

Effective date 01/12/2015

Expiry date 31/05/2023

Service Area Brisbane

This licence is issued in accordance with and subject to the *Transport Operations (Passenger Transport) Act 1994*. This licence is subject to the conditions stated in it.

Issued for and on behalf of the
Director-General
Department of Transport and Main Roads

"Annexure A" Licence Owner Details

Licence Number: 900282165

Service Area: Brisbane

Licence Owner: SGROI, ANTONINO & MARIA ATF A & M SGROI
FAMILY SUPER FUND

Residential Address:

Business Address: 107 BRIDGEMAN ROAD
BRIDGEMAN DOWNS QLD 4035

Annexure Issue Date: EFFECTIVE 11/10/2018



"Annexure B" Vehicle Details

Department of
Transport and Main Roads

Licence Number: 900282165

Service Area: BRISBANE

Vehicle Make/Type: TOYOTA

Registration Number: T57904

Max Number of Passengers: 9

Max Number of Wheelchairs: 2

Annexure Issue Date: 05/11/2020

"Annexure C" Licence Conditions

Licence Number: 900282165

Service Area: Brisbane

Licence Conditions

1. This licence is issued in accordance with and subject to the Transport Operations (Passenger Transport) Act 1994, as amended.
2. The operator is required to provide a taxi service in a vehicle which has the capacity to carry wheelchair(s) and is approved as a vehicle for that purpose.
3. The operator must ensure that the taxi is fitted with a taximeter which is fully operational.
4. The operator must ensure that an appropriate vehicle is recorded against this licence at all times.



900357015
OPEN

LEASE AGREEMENT

TAXI SERVICE LICENCE

1-4-22 to 31-3-24

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) Black & White Cabs ^{OR THE OWNER} may with one month's notice in writing to the Owner ^{OR BLACK AND WHITE CABS} 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.

TSL 1973 - Lease Application Approved

From: Carseldine Passenger Transport (carseldine.pt@translink.com.au)

To: tonysgroi@yahoo.com.au

Date: Tuesday, 14 February 2023 at 02:46 pm AEST

Good Afternoon,

This email is to inform you that your application to lease Taxi Service Licence number 0001973 has been approved between:

SGROI, ANTONINO & MARIA ATF A & M SGROI FAMILY SUPER FUND (CRN 92153306) and BLACK & WHITE CABS P/L

Start date: 01/02/2023

End date: 31/01/2026

It is the responsibility of the licence holder to ensure the taxi service licence remains current at all times. This lease will become invalid if the licence is no longer current (due to expiry, suspension or cancellation).

The licence is issued in accordance with and subject to the *Transport Operations (Passenger Transport) Act 1994*, and to the conditions stated in the licence. The lessee has been provided with a copy of the licence outlining the taxi service area and conditions.

Administration of the Taxi Service Licence will be managed by your local TransLink Regional Operations Office of the Department of Transport and Main Roads. Any enquiries you may have regarding general administration or operational details of the licence may be directed to that office.

More information about personalised transport is available on the website <http://personalisedtransport.tmr.qld.gov.au/>. Copies of the relevant legislation are available from the Office of the Queensland Parliamentary Counsel website <https://www.legislation.qld.gov.au/>.

Kind Regards,

Jessica Lowry

Assistant Operations Officer (Carseldine – Regional Operations) | Service Policy
Passenger Transport Integration Branch | TransLink Division
Department of Transport and Main Roads

P: 07 3863 9848
Floor 3 | Carseldine - GOP Building B | 532 Beams Road | Carseldine Qld 4034
GPO Box 1412 | Brisbane Qld 4001
carseldine.pt@translink.com.au
translink.com.au
www.tmr.qld.gov.au

1973

1-2-23 to 31-1-26



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) Black & White Cabs ^{OR THE OWNER} may with one month's notice in writing to the Owner ^{OR BLACK AND WHITE CABS} 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 Family 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: 0001973
Taxi Service Area: Brisbane
Licence Type: Wheelchair Accessible Vehicle

ITEM 3

Term:

Commencing Date: 1st February 2023
Expiry Date: 31st January 2026

ITEM 4

Rental:


Initial Monthly Rental: \$ 275.00
Plus GST if applicable: \$ 27.50
Total (including GST if applicable): \$ 302.50

ITEM 5

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

30/01/2023

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



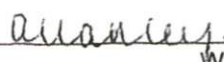
Owner



Witness



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



Witness

TSL 0001960 - Lease Application Approved

From: Carseldine Passenger Transport (carseldine.pt@translink.com.au)

To: tonysgroi@yahoo.com.au

Date: Monday, 23 May 2022, 01:31 pm AEST

Good Afternoon,

This email is to inform you that your application to lease Taxi Service Licence number 0001960 has been approved between:

SGROI, ANTONINO & MARIA ATF A & M SGROI FAMILY SUPER FUND (CRN 92153306) and BLACK & WHITE CABS P/L

Start date: 01/04/2022

End date: 31/03/2025

It is the responsibility of the licence holder to ensure the taxi service licence remains current at all times. This lease will become invalid if the licence is no longer current (due to expiry, suspension or cancellation).

The licence is issued in accordance with and subject to the *Transport Operations (Passenger Transport) Act 1994*, and to the conditions stated in the licence. The lessee has been provided with a copy of the licence outlining the taxi service area and conditions.

Administration of the Taxi Service Licence will be managed by your local TransLink Regional Operations Office of the Department of Transport and Main Roads. Any enquiries you may have regarding general administration or operational details of the licence may be directed to that office.

More information about personalised transport is available on the website <http://personalisedtransport.tmr.qld.gov.au/>. Copies of the relevant legislation are available from the Office of the Queensland Parliamentary Counsel website <https://www.legislation.qld.gov.au/>.

Kind regards,

Ashleigh Reimers

Passenger Transport Carseldine

TransLink Division | Regional Operations

Passenger Transport Services | Department of Transport and Main Roads

Floor 3 | Carseldine - GOP Building B | 532 Beams Road | Carseldine Qld 4034

GPO Box 1412 | Brisbane Qld 4001

P: (07) 3863 9848 | F: (07) 3863 9812

E: carseldine.pt@translink.com.au

W: www.tmr.qld.gov.au

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It is your responsibility to ensure that this email does not contain and is not affected by computer viruses, defects or interference by third parties or replication problems (including incompatibility with your computer system).

Opinions contained in this email do not necessarily reflect the opinions of the Department of Transport and Main Roads, or endorsed organisations utilising the same infrastructure.



Signed
1-6-22 - 31-3-25

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:

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OPERATIVE:

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- (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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- (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 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 THE OWNER *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.
- (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.

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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

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: 0001960
Taxi Service Area: Brisbane
Licence Type: WAV


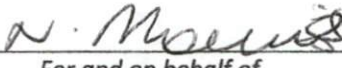
ITEM 3 Term:
Commencing Date: 1st April 2022
Expiry Date: 31st March 2025

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):

16/5/2022

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 |

TSL 0001849 - Lease Application Approved

From: Carseldine Passenger Transport (carseldine.pt@translink.com.au)

To: tonysgroi@yahoo.com.au

Date: Tuesday, 12 April 2022, 09:54 am AEST

Good Morning,

This email is to inform you that your application to lease Taxi Service Licence number 0001849 has been approved between:

SGROI, ANTONINO & MARIA ATF A & M SGROI FAMILY SUPER FUND (CRN 92153306) and BLACK & WHITE CABS P/L

Start date: 01/04/2022

End date: 31/03/2024

It is the responsibility of the licence holder to ensure the taxi service licence remains current at all times. This lease will become invalid if the licence is no longer current (due to expiry, suspension or cancellation).

The licence is issued in accordance with and subject to the *Transport Operations (Passenger Transport) Act 1994*, and to the conditions stated in the licence. The lessee has been provided with a copy of the licence outlining the taxi service area and conditions.

Administration of the Taxi Service Licence will be managed by your local TransLink Regional Operations Office of the Department of Transport and Main Roads. Any enquiries you may have regarding general administration or operational details of the licence may be directed to that office.

More information about personalised transport is available on the website <http://personalisedtransport.tmr.qld.gov.au/> . Copies of the relevant legislation are available from the Office of the Queensland Parliamentary Counsel website <https://www.legislation.qld.gov.au/>.

Kind regards,

Ashleigh Reimers

Passenger Transport Carseldine

TransLink Division | Regional Operations

Passenger Transport Services | Department of Transport and Main Roads

Floor 3 | Carseldine - GOP Building B | 532 Beams Road | Carseldine Qld 4034

GPO Box 1412 | Brisbane Qld 4001

P: (07) 3863 9848 | F: (07) 3863 9812

E: carseldine.pt@translink.com.au

W: www.tmr.qld.gov.au

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1849

LEASE AGREEMENT

TAXI SERVICE LICENCE

1-4-22 To 31-3-24

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.

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) *al* *ced* *ms* Black & White Cabs ^{OR THE OWNER} may with one month's notice in writing to the Owner ^{OR BLACK AND WHITE CABS} 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 Family Super Fund

Address: 107 Bridgeman Downs 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: 0001849

Taxi Service Area: Brisbane

Licence Type: WAV

ITEM 3

Term:

Commencing Date: 1st April 2022

Expiry Date: 31st March 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):

29/3/22

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

TSL 900279321 - Lease Application Approved

From: Carseldine Passenger Transport (carseldine.pt@translink.com.au)

To: tonysgroi@yahoo.com.au

Date: Wednesday, 6 April 2022, 10:04 am AEST

Good Morning,

This email is to inform you that your application to lease Taxi Service Licence number 900279321 has been approved between:

SGROI, ANTONINO & MARIA ATF A & M SGROI FAMILY SUPER FUND (CRN 92153306) and BLACK & WHITE CABS P/L

Start date: 01/04/2022

End date: 31/03/2024

It is the responsibility of the licence holder to ensure the taxi service licence remains current at all times. This lease will become invalid if the licence is no longer current (due to expiry, suspension or cancellation).

The licence is issued in accordance with and subject to the *Transport Operations (Passenger Transport) Act 1994*, and to the conditions stated in the licence. The lessee has been provided with a copy of the licence outlining the taxi service area and conditions.

Administration of the Taxi Service Licence will be managed by your local TransLink Regional Operations Office of the Department of Transport and Main Roads. Any enquiries you may have regarding general administration or operational details of the licence may be directed to that office.

More information about personalised transport is available on the website <http://personalisedtransport.tmr.qld.gov.au/>. Copies of the relevant legislation are available from the Office of the Queensland Parliamentary Counsel website <https://www.legislation.qld.gov.au/>.

Kind regards,

Ashleigh Reimers

Passenger Transport Carseldine
TransLink Division | Regional Operations
Passenger Transport Services | Department of Transport and Main Roads

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900279321

LEASE AGREEMENT

TAXI SERVICE LICENCE

1-4-22 to 31-3-24

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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: 900279321
Taxi Service Area: Brisbane
Licence Type: WAV

ITEM 3

Term:

Commencing Date: 1st April 2022
Expiry Date: 31st March 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):

29/3/22

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