

Brenda Wishey

J & J Lansdown SF, Leystan SF & Stanley SF
Profit and Loss Statement
For the period 1 July 2022 to 30 June 2023

	Note	2023 \$	2022 \$
Income			
Investment Gains			
Increase in Market Value	4A	350,000.00	-
Investment Income			
Interest	3A	10.40	1.34
Rent	3B	200,804.43	221,647.92
		<u>550,814.83</u>	<u>221,649.26</u>
Expenses			
Other Expenses			
Accountancy Fee		1,625.00	1,494.54
Bank Fees		5.00	-
Property Expenses		32,323.77	42,615.04
		<u>33,953.77</u>	<u>44,109.58</u>
Net Profit/(Loss)		<u><u>516,861.06</u></u>	<u><u>177,539.68</u></u>
Transfer To/(From) Asset Revaluation Reserve		(350,000.00)	0.00
Total Available for Distribution (Loss)		166,861.06	177,539.68
Distribution to Beneficiaries:			
J & J Lansdown Superannuation Fund 1/3		55,631.48	59,179.90
Leystan Superannuation Fund 1/3		55,614.79	59,179.89
Stanley Superannuation Fund 1/3		55,614.79	59,179.89
Total Distribution		<u>166,861.06</u>	<u>177,539.68</u>
Retained Profits (Accumulated Losses) at the end of the Period		<u>-</u>	<u>-</u>

*The accompanying notes form part of these unaudited financial statements.
This report should be read in conjunction with the accompanying compilation report.*

J & J Lansdown SF, Leystan SF & Stanley SF**Statement of Distribution****For the Period from 1 July 2022 to 30 June 2023**

Beneficiary No : 2
Non-Individual Name : Leystan Superannuation Fund 1/3
Address : 1 Cowrie Parade ALBANY CREEK QLD 4035

Description	Tax Ref	Amount
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Statement of Distribution**Section 58**

Share of income of the trust estate	W	55,614.00
Share of credit for tax withheld - foreign resident withholding (excluding capital gains)	L	0.00
Australian franking credits from a New Zealand franking company	N	0.00
Share of income - Non -primary production	B	54,464.00
Franked distributions	U	0.00
Franking credit	D	0.00
TFN amounts withheld	E	0.00
Capital gains	F	0.00
Other Assessable Foreign Source Income	H	0.00
Foreign income Tax offset	I	0.00

Partnership takes up Depreciation
SMSF accounts for Depreciation
itself - so income distribution is
\$55,614 accounting & tax

J & J Lansdown SF, Leystan SF & Stanley SF
 Fund ABN: 51 432 616 982
 Rental Property Schedule
 For the Period From 1 July 2022 to 30 June 2023

Property Account Name 1086 Kingsford Smith Drive, Eagle Farm
 Property Type Commercial
 Address of the Property 0/1086 KINGSFORD SMITH DRIVE
 EAGLE FARM, QLD 4009
 Australia

Unrelated Tenant

Description	Tax Return Label	Amount	Prior Year
Income			
Rent from Property	See E3c & E3b B	200,804.43	221,647.92
Gross Rent		200,804.43	221,647.92
Expenses			
Agents Management Fee	I	0.00	10,000.00
Capital Work Deduction - Tax Only	D	3,454.46	3,875.57
Council Rates	I	13,194.95	12,862.20
Insurance Premium	I	13,001.24	6,142.20
Legal Fees	I	0.00	7,283.80
Repairs Maintenance	I	791.00	3,084.00
Water Rates	I	5,336.58	3,242.84
Total Expenses		35,778.23	46,490.61
Net Rent		165,026.20	175,157.31

The owners/tenants did a reconciliation of oncosts and found the tenant was overpaying.
 New rent figure adjusted with new oncost estimate

See E3a - page 3

Brenda Wishey

J & J Lansdown ... Leystan SF & Stanley SF

Transactions: 1086 Kingsford Smith Drive, Eagle Farm - J & J Lansdown SF, Leystan SF & Stanley SF

Date Range: 01/07/2022 to 30/06/2023

Please note that Period Update has not been run to the end date of this report. As a result, the figures shown in the report may not be accurate.

1086 Kingsford Smith Drive, Eagle Farm

	Date	Narrative	Debit	Credit	Balance	Quantity
1086 Kingsford Smith Drive, Eagle Farm						
	01/07/2022	Opening Balance	\$ 0.00	\$ 0.00	\$ 0.00	Cr
	01/07/2022	Truckline Truckline Tradin	\$ 18,470.66	\$ 18,470.66	\$ 18,470.66	Cr
	01/08/2022	Truckline Truckline Tradin	\$ 18,470.66	\$ 18,470.66	\$ 36,941.32	Cr
	01/09/2022	Truckline Truckline Tradin	\$ 18,470.66	\$ 18,470.66	\$ 55,411.98	Cr
	03/10/2022	Truckline Truckline Tradin	\$ 18,470.66	\$ 18,470.66	\$ 73,882.64	Cr
	07/11/2022	Truckline Truckline Tradin	\$ 18,470.66	\$ 18,470.66	\$ 92,353.30	Cr
	01/12/2022	Truckline Truckline Tradin	\$ 18,470.66	\$ 18,470.66	\$ 110,823.96	Cr
	03/01/2023	Truckline Truckline Tradin	\$ 18,470.66	\$ 18,470.66	\$ 129,294.62	Cr
	02/02/2023	Truckline Truckline Tradin	\$ 18,470.66	\$ 18,470.66	\$ 147,765.28	Cr
	01/03/2023	Truckline Truckline Tradin	\$ 1,637.06	\$ 1,637.06	\$ 149,402.34	Cr
	03/04/2023	Truckline Truckline Tradin	\$ 17,134.03	\$ 17,134.03	\$ 166,536.37	Cr
	01/05/2023	Truckline Truckline Tradin	\$ 17,134.03	\$ 17,134.03	\$ 183,670.40	Cr
	01/06/2023	Truckline Truckline Tradin	\$ 17,134.03	\$ 17,134.03	\$ 200,804.43	Cr
	Total 1086 Kingsford Smith Drive, Eagle Farm		\$ 0.00	\$ 200,804.43	\$ 200,804.43	Cr
	Total 1086 Kingsford Smith Drive, Eagle Farm		\$ 0.00	\$ 200,804.43	\$ 200,804.43	Cr

See reconciliation below

Execute Lease Date 31/05/2022

Lease - 1086 Kingsford Smith Drive, Ea
Lessee - Iveco Trucks Australia Ltd CAN

1/3/22- 28/2/23

Actual Invoice charges

	Annual	Monthly
Rent as per lease Mar-22-May-22	46,986.12	
Rent as per lease Jun-22-Feb-23	122,429.97	
OPERATING COSTS		
Council Rates Estimated Mar-22-May-22	3,285.42	
Council Rates Estimated Jun-22-Feb-23	9,897.03	
Water Rates/Charges Estimated Mar-22-May-22	518.91	
water Rates/Charges Estimated Jun-22-Feb-23	4,020.03	
Land Tax Estimated Mar-22-May-22	1,759.50	
Land Tax Estimated Jun-22-Feb-23	5,175.00	
Insurance Estimated Mar-22-May-22	1,687.38	
Insurance Estimated Jun-22-Feb-23	5,396.49	
Management Fees (2.5%) as per lease Mar-22-May-22	1,174.65	
Management Fees (2.5%) as per lease Jun-22-Feb-23	3,060.72	
Total Operating Costs	35,975.13	0.00
Total Rent/Operating Costs	205,391.22	0.00
Add GST	20,539.12	0.00
Total Rent/Operating Costs with GST	<u>225,930.34</u>	<u>0.00</u>
		Net GST = \$18,470.66
Monthly Invoice Mar-22-May-22	<u>60,953.19</u>	<u>20,317.73</u>
Monthly Invoice Jun-22 - Feb-23	<u>164,977.11</u>	<u>18,330.79</u>
On Costs Adjustments 1/3/22 to 28/2/23		
Council Rates Adjustment 1/3/21 to 28/2/22	-86.73	
Water Rates Adjustment 1/3/21 to 28/2/22	769.63	
Land Tax Adjustment 1/3/21 to 28/2/22	-34.50	
Insurance Adjustment 1/3/21 to 28/2/22	111.42	
Management Fees Adjustment 1/3/21 to 28/2/22	0.00	
Invoice issued Feb-23	759.82	
Add GST	75.98	
TOTAL TAX INVOICE	<u>835.80</u>	
Refund Overpaid Rent Jun-22 - Feb-23	<u>17,882.46</u>	

gle Farm
I 004065061

1/3/23- 31/5/24
Oncost Estimates

	Annual	Monthly
Rent	168,137.20	14,011.43
Council Rates	13,488.59	1,124.05
Water Rates	5,467.83	455.65
Land Tax	6,900.00	575.00
Insurance	7,411.15	617.60
Management Fee	4,203.43	350.29
	37,471.00	3,122.58
	205,608.20	17,134.02
Add GST	20,560.82	1,713.40
Total Rent/Operating Costs with GST	<u>226,169.02</u>	<u>18,847.42</u>
	New Rate from 1/3/2023	Less GST \$17,134.01 pm

Actual Oncosts 2022/2023

13,095.72

5,308.57

6,900.00

7,195.29

4,235.37

Transactions: Property Expenses - J & J Lansdown SF, Leystan SF & Stanley SF

Date Range: 01/07/2022 to 30/06/2023

Property Expenses

	Date	Narrative	Debit	Credit	Balance	Quantity
Council Rates						
Direct Property						
1086 Kingsford Smith Drive, Eagle Farm	01/07/2022	Opening Balance	\$	0.00 \$	0.00 Cr	
	30/08/2022	NETBANK BPAY BCC RATES	\$ 3,299.65	\$	3,299.65 Dr	
	10/10/2022	NETBANK BPAY BCC RATES	\$ 6,636.00	\$	9,935.65 Dr	Pg. 2-10
	05/04/2023	NETBANK BPAY BCC RATES	\$ 3,259.30	\$	13,194.95 Dr	
Total 1086 Kingsford Smith Drive, Eagle Farm			\$ 13,194.95	\$ 0.00	\$ 13,194.95 Dr	
Total Direct Property			\$ 13,194.95	\$ 0.00	\$ 13,194.95 Dr	
Total Council Rates			\$ 13,194.95	\$ 0.00	\$ 13,194.95 Dr	
Insurance Premium						
Direct Property						
1086 Kingsford Smith Drive, Eagle Farm	01/07/2022	Opening Balance	\$	0.00 \$	0.00 Cr	
	14/07/2022	NETBANK BPAY COMMERCIAL & GENERA	\$ 6,595.19	\$	6,595.19 Dr	Pg. 11-27
	19/06/2023	NETBANK BPAY DEFT INSURANCE	\$ 6,406.05	\$	13,001.24 Dr	
Total 1086 Kingsford Smith Drive, Eagle Farm			\$ 13,001.24	\$ 0.00	\$ 13,001.24 Dr	
Total Direct Property			\$ 13,001.24	\$ 0.00	\$ 13,001.24 Dr	
Total Insurance Premium			\$ 13,001.24	\$ 0.00	\$ 13,001.24 Dr	
Repairs Maintenance						
Direct Property						
1086 Kingsford Smith Drive, Eagle Farm	01/07/2022	Opening Balance	\$	0.00 \$	0.00 Cr	
	08/02/2023	NETBANK BPAY BCC DEV-REG SERVICE	\$ 71.00	\$	71.00 Dr	Pg. 28-29
	14/03/2023	Transfer To moland plumbing NetBank	\$ 720.00	\$	791.00 Dr	
Total 1086 Kingsford Smith Drive, Eagle Farm			\$ 791.00	\$ 0.00	\$ 791.00 Dr	
Total Direct Property			\$ 791.00	\$ 0.00	\$ 791.00 Dr	
Total Repairs Maintenance			\$ 791.00	\$ 0.00	\$ 791.00 Dr	
Water Rates						
Direct Property						
1086 Kingsford Smith Drive, Eagle Farm	01/07/2022	Opening Balance	\$	0.00 \$	0.00 Cr	
	30/08/2022	NETBANK BPAY URBAN UTILITIES	\$ 1,340.16	\$	1,340.16 Dr	Pg. 30-39
	10/10/2022	NETBANK BPAY URBAN UTILITIES	\$ 1,322.38	\$	2,662.54 Dr	
	12/01/2023	NETBANK BPAY URBAN UTILITIES	\$ 1,351.15	\$	4,013.69 Dr	
	17/04/2023	NETBANK BPAY URBAN UTILITIES	\$ 1,322.89	\$	5,336.58 Dr	
Total 1086 Kingsford Smith Drive, Eagle Farm			\$ 5,336.58	\$ 0.00	\$ 5,336.58 Dr	
Total Direct Property			\$ 5,336.58	\$ 0.00	\$ 5,336.58 Dr	
Total Water Rates			\$ 5,336.58	\$ 0.00	\$ 5,336.58 Dr	
Total Property Expenses			\$ 32,323.77	\$ 0.00	\$ 32,323.77 Dr	



Dedicated to a better Brisbane

BRISBANE CITY COUNCIL ABN 72 002 765 795

Rate Account

Paid 30/8/22

Property Location 1086 KINGSFORD SMITH DR
EAGLE FARM
Issue Date 4 Jul 2022

Bill number
5000 1041 8025 637

Bill number including donation
5800 1041 8025 637

Enquiries
(07) 3403 8888
24 hours 7 days

Account Period
1 Jul 2022 - 30 Sep 2022



P181BCCRA720_A4MA01/E-117/S-233/I-465

BUSBY ENTERPRISES PTY LTD & JWM MARKETING
PTY LTD & YELNATS PTY LTD
19 ELLIOT ST
ALBION QLD 4010

Donate to the Lord Mayor's Charitable Trust to help those in need

You can make a \$15 donation to the Lord Mayor's Charitable Trust to support Brisbane's grass-roots charities.

Donations are tax deductible and can be made through your preferred rates payment method. A separate receipt will be issued by Council.

For more about the work of the Trust visit lmct.org.au

Council is fundraising for the Lord Mayor's Charitable Trust, a registered charity under the *Collections Act 1966*.



LORD MAYOR'S CHARITABLE TRUST

The rates and charges set out in this notice are levied by the service of this notice and are due and payable within 30 days of the issue date.
Full payment by the Due Date includes Discount and/or Rounding (where applicable).

Compounding interest of 8.17% per annum will accrue daily on any amount owing immediately after this date.

Nett Amount Payable

\$3,299.65

Due Date

3 Aug 2022

Summary of Charges

Opening Balance	9.40
Brisbane City Council Rates & Charges	2,985.41
State Government Charges	304.85

Gross Amount 3,299.66

Discount and/or Rounding (where applicable) 0.01 CR

Nett Amount Payable 3,299.65

Optional Lord Mayor's Charitable Trust donation received by the Due Date 3,314.65

If mailing your payment please tear off this slip and return with payment. Please do not pin or staple this slip. See reverse for payment methods.

Including Lord Mayor's Charitable Trust \$15 donation

Excluding Lord Mayor's Charitable Trust \$15 donation

Pay using your smartphone



*439 580010418025637



*439 500010418025637



Billor Code: 319186
Ref: 5800 0000 2089 470
Amt: \$3,314.65 by 3 Aug 2022



Billor Code: 78550
Ref: 5000 0000 2089 470
Amt: \$3,299.65 by 3 Aug 2022



BUSBY ENTERPRISES PTY LTD &
JWM MARKETING PTY LTD &
YELNATS PTY LTD

Due Date

3 Aug 2022

50

Gross Amount

\$3,299.66

Nett Amount

\$3,299.65

<0000329965>

<004440>

<500010418025637>

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Property Details

Owner	BUSBY ENTERPRISES PTY LTD & JWM MARKETING PTY LTD & YELNATS PTY LTD		
Property Location	1086 KINGSFORD SMITH DR EAGLE FARM		
Real Property Description	L.6/7 RP.67477 PAR TOOMBUL		
Valuation effective from	1 Jul 2020		\$1,200,000
	1 Jul 2021		\$1,200,000
	1 Jul 2022		\$1,200,000
Average Rateable Valuation (A R V)			\$1,200,000

Account Details

Account Number 5000 0000 2089 470

Opening Balance			
Closing Balance Of Last Bill			
Payment Received - 14-Apr-2022		3,215.55	
Interest Charged On - Brisbane City Council Rates & Charges		3,215.55	CR
Interest Charged On - State Government Charges		8.34	
Projected Interest		0.97	
		0.09	
Total		9.40	

Period: 1 Jul 2022 - 30 Sep 2022

Brisbane City Council Rates & Charges

General Rates - Category 2a (Annually 0.8882 Cents In The A R V \$)		2,664.60
Waste Utility Charge - 1 Charge(S) @ \$95.51 Qtr		95.51
Bushland Preservation Levy Category 2a (Annually 0.0312 Cents In The A R V \$)		93.60
Environmental Mgt Compliance Levy Category 2a (Annual 0.0439 Cents In The A R V \$)		131.70
Total		2,985.41

State Government Charges

Emergency Management Levy - Group 4		287.45
Commercial Waste Utility Charge - 1 Charge(S) @ \$17.40 Qtr		17.40
Total		304.85

Other Information

A surcharge of 0.52% applies when paying by Mastercard or Visa credit or debit cards and will be payable with your next rate account. The surcharge does not apply to BPAY payments or charges that attract GST.

Bill Number
5000 1041 8025 637

Payment submitted



Paid \$3,299.65 to eagle farm rates 78550 500 0000 0208 9470
BRISBANE CITY COUNCIL RATES

Receipt no N283021391185

From eagle farm 064-000 1364 4430

Ref 500000002089470

Description rates eagle farm

On Tue 30 Aug 2022 at 10:52 AM (Syd/Melb)



BRISBANE CITY COUNCIL ABN 72 002 765 795

Rate Account *Pr. 10 10/10/22*

Property Location 1086 KINGSFORD SMITH DR
EAGLE FARM
Issue Date 1 Sep 2022

Bill number
5000 1042 3339 210

Bill number including donation
5800 1042 3339 210

Dedicated to a better Brisbane



P242BCCRA244_A4MA01/E-119/S-237/I-473

BUSBY ENTERPRISES PTY LTD & JWM MARKETING
PTY LTD & YELNATS PTY LTD
19 ELLIOT ST
ALBION QLD 4010

Enquiries
(07) 3403 8888
24 hours 7 days

Account Period
1 Oct 2022 - 31 Dec 2022

Donate to the Lord Mayor's Charitable Trust to help those in need

You can make a \$15 donation to the Lord Mayor's Charitable Trust to support Brisbane's grass-roots charities.

Donations are tax deductible and can be made through your preferred rates payment method. A separate receipt will be issued by Council.

For more about the work of the Trust visit lmct.org.au

Council is fundraising for the Lord Mayor's Charitable Trust, a registered charity under the *Collections Act 1966*.



LORD MAYOR'S CHARITABLE TRUST

The rates and charges set out in this notice are levied by the service of this notice and are due and payable within 30 days of the issue date.
Full payment by the Due Date includes Discount and/or Rounding (where applicable).

Compounding interest of 8.17% per annum will accrue daily on any amount owing immediately after this date.

Nett Amount Payable

\$6,636.00

Due Date

4 Oct 2022

Summary of Charges

Opening Balance	3,345.74
Brisbane City Council Rates & Charges	2,985.41
State Government Charges	304.85
Gross Amount	6,636.00
Discount and/or Rounding (where applicable)	0.00
Nett Amount Payable	6,636.00
Optional Lord Mayor's Charitable Trust donation received by the Due Date	6,651.00

If mailing your payment please tear off this slip and return with payment. Please do not pin or staple this slip. See reverse for payment methods.

Including Lord Mayor's Charitable Trust \$15 donation



*439 580010423339210



Bill Code: 319186
Ref: 5800 0000 2089 470
Amt: \$6,651.00 by 4 Oct 2022

Excluding Lord Mayor's Charitable Trust \$15 donation



*439 500010423339210



Bill Code: 78550
Ref: 5000 0000 2089 470
Amt: \$6,636.00 by 4 Oct 2022

Pay using your smartphone



BUSBY ENTERPRISES PTY LTD &
JWM MARKETING PTY LTD &
YELNATS PTY LTD

Due Date

4 Oct 2022

50

Gross Amount

\$6,636.00

Nett Amount

\$6,636.00

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<500010423339210>

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Property Details

Owner	BUSBY ENTERPRISES PTY LTD & JWM MARKETING PTY LTD & YELNATS PTY LTD	
Property Location	1086 KINGSFORD SMITH DR EAGLE FARM	
Real Property Description	L.6/7 RP.67477 PAR TOOMBUL	
Valuation effective from	1 Jul 2020	\$1,200,000
	1 Jul 2021	\$1,200,000
	1 Jul 2022	\$1,200,000
Average Rateable Valuation (A R V)		\$1,200,000

Account Details

Account Number 5000 0000 2089 470

Opening Balance		
Closing Balance Of Last Bill		3,299.66
Projected Interest		0.09 CR
Projected Interest		46.17
	Total	3,345.74

Period: 1 Oct 2022 - 31 Dec 2022

Brisbane City Council Rates & Charges

General Rates - Category 2a (Annually 0.8882 Cents In The A R V \$)		2,664.60
Waste Utility Charge - 1 Charge(S) @ \$95.51 Qtr		95.51
Bushland Preservation Levy Category 2a (Annually 0.0312 Cents In The A R V \$)		93.60
Environmental Mgt Compliance Levy Category 2a (Annual 0.0439 Cents In The A R V \$)		131.70
	Total	2,985.41

State Government Charges

Emergency Management Levy - Group 4		287.45
Commercial Waste Utility Charge - 1 Charge(S) @ \$17.40 Qtr		17.40
	Total	304.85

Other Information

A surcharge of 0.52% applies when paying by Mastercard or Visa credit or debit cards and will be payable with your next rate account. The surcharge does not apply to BPAY payments or charges that attract GST.



Rate Account

Property Location 1086 KINGSFORD SMITH DR
EAGLE FARM
Issue Date 1 Dec 2022

Payment 10/10/22 20

Bill number
5000 1042 8770 538

Bill number including donation
5800 1042 8770 538

Enquiries
(07) 3403 8888
24 hours 7 days

Account Period
1 Jan 2023 - 31 Mar 2023



P333BCCRA559_A4MA01/E-526/S-1051/I-2101

BUSBY ENTERPRISES PTY LTD & JWM MARKETING PTY LTD & YELNATS PTY LTD
19 ELLIOT ST
ALBION QLD 4010

Donate to the Lord Mayor's Charitable Trust to help those in need

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Full payment by the Due Date includes Discount and/or Rounding (where applicable).

Compounding interest of 8.17% per annum will accrue daily on any amount owing immediately after this date.

Nett Amount Payable

\$30.95 CR

Due Date

3 Jan 2023

Summary of Charges

Opening Balance	3,321.21 CR
Brisbane City Council Rates & Charges	2,985.41
State Government Charges	304.85
Gross Amount	30.95 CR
Discount and/or Rounding (where applicable)	0.00
Nett Amount Payable	30.95 CR
Optional Lord Mayor's Charitable Trust donation received by the Due Date	15.00

CREDIT BILL - PLEASE DO NOT PAY

Including Lord Mayor's Charitable Trust \$15 donation



*439 580010428770538



Bill Code: 319186
Ref: 5800 0000 2089 470
Amt: \$15.00 by 3 Jan 2023

Excluding Lord Mayor's Charitable Trust \$15 donation



*439 500010428770538



Bill Code: 78550
Ref: 5000 0000 2089 470
Amt: \$0.00 by 3 Jan 2023

Pay using your smartphone



BUSBY ENTERPRISES PTY LTD & JWM MARKETING PTY LTD & YELNATS PTY LTD

Due Date

3 Jan 2023

50

Gross Amount

\$30.95 CR

Nett Amount

\$30.95 CR

Property Details

Owner	BUSBY ENTERPRISES PTY LTD & JWM MARKETING PTY LTD & YELNATS PTY LTD	
Property Location	1086 KINGSFORD SMITH DR EAGLE FARM	
Real Property Description	L.6/7 RP.67477 PAR TOOMBUL	
Valuation effective from	1 Jul 2020	\$1,200,000
	1 Jul 2021	\$1,200,000
	1 Jul 2022	\$1,200,000
Average Rateable Valuation (A R V)		\$1,200,000

Account Details

Account Number 5000 0000 2089 470

Opening Balance

Closing Balance Of Last Bill	6,636.00	
Payment Received - 30-Aug-2022	3,299.65	CR
Payment Received - 10-Oct-2022	6,636.00	CR
Interest Charged On - State Government Charges	2.55	
Interest Charged On - Brisbane City Council Rates & Charges	22.06	
Projected Interest	46.17	CR

Total 3,321.21 CR

Period: 1 Jan 2023 - 31 Mar 2023

Brisbane City Council Rates & Charges

General Rates - Category 2a (Annually 0.8882 Cents In The A R V \$)	2,664.60
Waste Utility Charge - 1 Charge(S) @ \$95.51 Qtr	95.51
Bushland Preservation Levy Category 2a (Annually 0.0312 Cents In The A R V \$)	93.60
Environmental Mgt Compliance Levy Category 2a (Annual 0.0439 Cents In The A R V \$)	131.70

Total 2,985.41

State Government Charges

Emergency Management Levy - Group 4	287.45
Commercial Waste Utility Charge - 1 Charge(S) @ \$17.40 Qtr	17.40

Total 304.85

Other Information

A surcharge of 0.52% applies when paying by Mastercard or Visa credit or debit cards and will be payable with your next rate account. The surcharge does not apply to BPAY payments or charges that attract GST.

Bill Number
5000 1042 8770 538



BRISBANE CITY COUNCIL ABN 72 002 765 795

Rate Account

Dedicated to a better Brisbane

Property Location 1086 KINGSFORD SMITH DR
Issue Date EAGLE FARM
 2 Mar 2023

Bill number
5000 1043 4166 008

Bill number including donation
5800 1043 4166 008

Enquiries
(07) 3403 8888
24 hours 7 days

Account Period
1 Apr 2023 - 30 Jun 2023



P059BCCRA957_A4MA01/E-115/S-229/I-457

BUSBY ENTERPRISES PTY LTD & JWM MARKETING
PTY LTD & YELNATS PTY LTD
19 ELLIOT ST
ALBION QLD 4010

PAID \$4123

Donate to the Lord Mayor's Charitable Trust to help those in need

You can make a \$15 donation to the Lord Mayor's Charitable Trust to support Brisbane's grass-roots charities.

Donations are tax deductible and can be made through your preferred rates payment method. A separate receipt will be issued by Council.

For more about the work of the Trust visit lmct.org.au

Council is fundraising for the Lord Mayor's Charitable Trust, a registered charity under the Collections Act 1966.



LORD MAYOR'S CHARITABLE TRUST

The rates and charges set out in this notice are levied by the service of this notice and are due and payable within 30 days of the issue date.

Full payment by the Due Date includes Discount and/or Rounding (where applicable).

Compounding interest of 8.17% per annum will accrue daily on any amount owing immediately after this date.

Nett Amount Payable

\$3,259.30

Due Date

3 Apr 2023

Summary of Charges

Opening Balance	
Brisbane City Council Rates & Charges	30.95 CR
State Government Charges	2,985.41
	304.85

Gross Amount	3,259.31
Discount and/or Rounding (where applicable)	0.01 CR
Nett Amount Payable	3,259.30
Optional Lord Mayor's Charitable Trust donation received by the Due Date	3,274.30

mailing your payment please tear off this slip and return with payment. Please do not pin or staple this slip. See reverse for payment methods.

Including Lord Mayor's Charitable Trust \$15 donation



*439 580010434166008

3 Biller Code: 319186
AY Ref: 5800 0000 2089 470
 Amt: \$3,274.30 by 3 Apr 2023

Y ENTERPRISES PTY LTD & MARKETING PTY LTD & TS PTY LTD

Excluding Lord Mayor's Charitable Trust \$15 donation



*439 500010434166008

B Biller Code: 78550
PAY Ref: 5000 0000 2089 470
 Amt: \$3,259.30 by 3 Apr 2023

Pay using your smartphone



Due Date **3 Apr 2023** **50** **Gross Amount** **\$3,259.31** **Nett Amount** **\$3,259.30**

<0000325930>

<004440>

<500010434166008>

Property Details

Owner	BUSBY ENTERPRISES PTY LTD & JWM MARKETING PTY LTD & YELNATS PTY LTD	
Property Location	1086 KINGSFORD SMITH DR EAGLE FARM	
Real Property Description	L.6/7 RP.67477 PAR TOOMBUL	
Valuation effective from	1 Jul 2020	\$1,200,000
	1 Jul 2021	\$1,200,000
	1 Jul 2022	\$1,200,000
Average Rateable Valuation (A R V)		\$1,200,000

Account Details

Account Number 5000 0000 2089 470

Opening Balance		
Closing Balance Of Last Bill	30.95	CR
Total	30.95	CR

Period: 1 Apr 2023 - 30 Jun 2023

Brisbane City Council Rates & Charges

General Rates - Category 2a (Annually 0.8882 Cents In The A R V \$)	2,664.60
Waste Utility Charge - 1 Charge(S) @ \$95.51 Qtr	95.51
Bushland Preservation Levy Category 2a (Annually 0.0312 Cents In The A R V \$)	93.60
Environmental Mgt Compliance Levy Category 2a (Annual 0.0439 Cents In The A R V \$)	131.70
Total	2,985.41

State Government Charges

Emergency Management Levy - Group 4	287.45
Commercial Waste Utility Charge - 1 Charge(S) @ \$17.40 Qtr	17.40
Total	304.85

Other Information

A surcharge of 0.52% applies when paying by Mastercard or Visa credit or debit cards and will be payable with your next rate account. The surcharge does not apply to BPAY payments or charges that attract GST.

Bill Number
5000 1043 4166 008

PAID FROM INSURANCE

PAID 14/7/22



Commercial and General Insurance Brokers Pty Ltd
LICENSED INSURANCE BROKERS
A.F.S. Licence No 241196
A.B.N. 61 010 427 504

498 Lutwyche Road
Lutwyche QLD 4030
P.O Box 161
Lutwyche QLD 4030
Phone: 07 3357 1235
Fax: 07 3357 2079
comgen@comgen.com.au

RENEWAL INVITATION TAX INVOICE

Stanley Super Fund and others
19 Elliot Street
Albion QLD 4010

Date: 22-Jun-2022
Invoice Number: 434495
Director: Steve Derbyshire
Account Executive: Sam Laydon
Broking Assistant: Rebecca Grant

We invite you to renew your policy, which is due shortly. Brief details of your policy are given below.

You should read your Policy Document / Product Disclosure Statement for complete policy terms and conditions.

Please read carefully the important notices attached regarding your duty of disclosure.

Should you have any queries please call us and will be happy to assist.

Type of Policy	Business Pack (Steadfast)
Insured	Stanley Super Fund Pty Ltd, Leystan Super Fund Pty Ltd, J & J Lansdown Super Fund Pty Ltd
Interests Insured	Property Owner - 1086 Kingsford Smith Drive
Insurer	QBE Insurance (Australia) Limited ABN: 78 003 191 035 Level 13, 145 Ann Street Brisbane QLD 4000
Policy Number	102U859671BPK
Period of Insurance	21-Jun-2022 to 21-Jun-2023

This document will be a tax invoice for GST when you make a payment

TOTAL DUE: \$7,195.29

Payment Options

To ensure continuity of cover, please detach and return this portion with your payment within 14 days together with any documentation requested to Commercial and General Insurance Brokers Pty Ltd P.O. Box 161 Lutwyche QLD 4030

Only full payment of this invoice will be accepted unless prior arrangements are made, all part-payments will be refunded.



By BPAY

Payment Ref. No. 24344954

Bill Code: 352625

Amount Due: \$7,195.29

Invoice Number	434495
Effective Date	21-Jun-2022
Total Due	\$7,195.29
Account Manager	Sam Laydon
Insurer	QBE Insurance (Australia) Limited

By Credit Card

An additional charge of 1% of the invoice value applies

PLEASE DEBIT MY VISA CARD MASTER CARD

CARD NUMBER

CARD HOLDERS NAME EXACTLY AS SHOWN ON CARD

EXPIRY

CW

(Found on the back of card)

CARD HOLDERS SIGNATURE

AMOUNT \$

IN REQUESTING PAYMENT BY CREDIT CARD, I AGREE TO PAY AN ADDITIONAL 1% OF THE INVOICE VALUE

COMMERCIAL AND GENERAL INSURANCE BROKERS PTY LTD

ACN 010 427 504
ABN 61 010 427 504

Policy Number 102U859671BPK
Period of Cover From 21/06/2022 to 21/06/2023 at 4pm
Insured
Insured Name Stanley Super Fund Pty Ltd, Leystan Super Fund Pty Ltd, J & J Lansdown Super Fund Pty Ltd
Address 1086 Kingsford Smith Drive
EAGLE FARM, QLD, 4009

Policy Wording
QM8166

Cover Summary

Situation: 1086 Kingsford Smith Drive EAGLE FARM QLD 4009 (Principal)

Cover	Taken
Property Damage	Taken
Business Interruption	Taken
Theft	Not Taken
Money	Not Taken
Machinery Breakdown	Taken
Electronic Equipment Breakdown	Not Taken
Public & Products Liability	Taken
Glass	Taken
General Property	Not Taken
Employee Dishonesty	Not Taken
Transit	Not Taken
Tax Audit	Not Taken

Your renewal premium comparison

	Last Year*	This Year
Base Premium	\$2,829.73	\$6,001.10
Emergency Services Levy	\$0.00	\$0.00
Stamp Duty	\$280.12	\$594.09
GST	\$282.97	\$600.10
Total Premium	\$3,392.82	\$7,195.29

* Last Year's premium represents the amount you were charged for your insurance policy at the beginning of the last policy term, plus or minus any changes you made throughout the policy term.

Claims Experience

Any claims in the last 3 years under the sections to be insured? No

Situation Details

Situation: 1086 Kingsford Smith Drive EAGLE FARM QLD 4009 (Principal)

Business Details

Selected Occupation Property Owner - Factory/Industrial
Annual Turnover \$ 150,000

COMMERCIAL AND GENERAL INSURANCE BROKERS PTY LTD

ACN 010 427 504
ABN 61 010 427 504

Tenant Business	Motor Vehicle Parts, New, Dealing
Situation Details	
Construction	
Year built	2000
Building Details	
Floors	Concrete
Walls	Iron/Steel/Aluminium on steel
Roof	Iron/Steel/Aluminium on steel
Expanded Polystyrene (EPS)	0%
Fire Protection	
Fire Extinguishers, Hose Reels	
Security Protection	
Deadlocks on doors, Locks on all external windows without bars	
Other Details	
Premises connected to town water	Yes

Interested Parties
No Interested Parties noted

Property Damage cover section

Property Damage Information

Is your premises more than 50% vacant No

Sum Insured	
Buildings	\$ 1,361,537
Method of Settlement	Reinstatement or replacement
Contents	\$ Not Insured
Method of Settlement	Reinstatement or replacement
Stock	\$ Not Insured
Specified Items	Not Insured
Extra cost of reinstatement	\$ As per policy wording
Removal of debris	\$ As per policy wording
Rewriting of records	\$ As per policy wording
Playing surfaces	\$ As per policy wording
Optional covers	
Strata title mortgagee(s) interest	Not Insured
Flood cover	Not Insured
Applicable Excess	
Excess	\$ 500
Earthquake, tsunami, volcanic eruption or subterranean fire	\$20,000 or 1% of the Total Sum Insured, whichever is the lower amount.

Business Interruption cover section

Cover Type	Insurable Gross Profit
Indemnity Period (months)	12
Sum Insured	
Insurable Gross Profit	\$ 150,000
Additional increase in cost of working	\$ 25,000

COMMERCIAL AND GENERAL INSURANCE BROKERS PTY LTDACN 010 427 504
ABN 61 010 427 504

Accounts Receivable	\$ 7,500
Claims preparation and proving expenses	\$ 10,000
Documents Temporarily Removed	\$ As per policy wording

Optional cover

Goodwill	\$ Not Insured
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Uninsured Working Expenses

Purchases	100%
Discounts Allowed	100%
Bad Debt	100%

Machinery Breakdown cover section

Blanket Machinery Sum Insured	\$ 20,000
Blanket Plant and Machinery - Number of Units	2
Specified Machinery	Not Insured
Optional cover - Deterioration of stock	\$ Not Insured
Applicable Excess	
Excess	\$ 500

Public and Products Liability cover section

	Limit of liability
General Liability and Products Liability	\$ 20,000,000

Details of Business

Property Owner Liability only	Yes
-------------------------------	-----

Contractors and Subcontractors

Do you engage contractors and/or subcontractors in your business	No
--	----

Labour Hire

Do you engage labour hire or hired in labour in your business	No
---	----

Additional benefit

Property in Your physical or legal control	\$ 250,000
--	------------

Applicable Excess

All Property Damage claims	\$ 500
----------------------------	--------

Endorsements**Endorsement # 1**

Name	PROPERTY OWNERS EXCLUDING TRADE RIS
Code	BPPS50
Wording	

PROPERTY OWNERS EXCLUDING TRADE RISK

The Public and products liability cover section of this Policy does not cover liability in respect of Personal injury, Property damage or Advertising injury arising out of or in connection with any Business, Profession, Trade or Manufacturing Operations other than as owner of Property (the subject of this Indemnity) conducted by You.

Glass cover section

COMMERCIAL AND GENERAL INSURANCE BROKERS PTY LTD

ACN 010 427 504
ABN 61 010 427 504

External Glass	Yes
Internal Glass	Yes
Specified Glass	Not Insured
Additional benefit - Signs	\$ 10,000
Applicable Excess	
Excess	\$ 500

Document template version: 02.42.00.00

Premium	\$	6,001.10
FSL	\$	0.00
Insurer Policy Charge	\$	0.00
Insurer Total GST	\$	600.10
Stamp Duty	\$	594.09
Broker Fee	\$	0.00
Broker Fee GST	\$	0.00
Invoice Total	\$	7,195.29

Net GST = \$6,595.19

COMMERCIAL AND GENERAL INSURANCE BROKERS PTY LTD

ACN 010 427 504
ABN 61 010 427 504

IMPORTANT NOTICES AND INFORMATION

For your protection under legislation, we are required to inform you of your duty of disclosure and draw your attention to the following important information.

After reading this, if any matter relating to the policy wording or proposal is unclear to you or you have any questions at all in relation to your insurance, please contact us for an answer or explanation as soon as possible.

Your Duty of Disclosure

Before you enter into an insurance contract, you have a duty of disclosure under the Insurance Contracts Act 1984, to tell us anything that you know, or could reasonably be expected to know, may affect the Insurer's decision to insure you and on what terms.

You have the same duty before you renew, extend, vary or reinstate an insurance contract.

If you do not tell us anything you are required to, the Insurer may cancel your contract or reduce the amount they will pay you if you make a claim, or both.

If your failure to tell us is fraudulent, the Insurer may refuse to pay a claim and treat the contract as if it never existed.

Utmost Good Faith

Every contract of insurance is subject to the doctrine of utmost good faith which requires that the parties to the contract should act toward each other with the utmost good faith. Failure to do so on your part may prejudice any claim or the continuation of cover provided by Insurers.

Average or Co-Insurance

Some policies contain an Average/Co-Insurance clause which means that you must insure for the full insurable value of the property insured. If you under-insure, your claim may be reduced in proportion to the amount of the under-insurance.

A simple example, illustrating the basic principle, application and effect of the Average/ Co-Insurance clause is as follows:

FULL (REPLACEMENT) VALUE	\$1,000,000
SUM INSURED	\$ 500,000
THEREFORE YOU WOULD BE SELF INSURED FOR 50% OF THE FULL VALUE.	
AMOUNT OF CLAIM, SAY	\$ 100,000
AMOUNT PAYABLE BY INSURERS AS A RESULT OF THE APPLICATION OF AVERAGE/CO-INSURANCE (BEING 50% OF THE \$100,000)	\$ 50,000

Some Business Interruption policies contain an Average/Co-Insurance clause which is fully set out in the "Basis of Cover" or "Policy Specification" of the policy.

For the types of cover most usually provided, the Average/Co-Insurance calculation is arrived at by applying the Rate of Gross Profit, Revenue or Rentals (as applicable) to the Annual Turnover, Revenue or Rentals (as applicable); these factors first being appropriately adjusted as provided for in the "Trend of Business" or "Other Circumstances" clauses.

If you are in any doubt regarding this clause insofar as it applies to your policy, please contact your Account Manager for assistance.

Subrogation and/or Hold Harmless (Blameless) Agreements

You may prejudice your rights with regard to a claim if, without prior agreement from your Insurers, you make any agreement with a third party that will prevent the Insurer from recovering the loss from that, or another party who would be otherwise liable.

Some policies contain provisions that either exclude the Insurer from liability, or reduce its' liability, if you have entered into any agreements that exclude or limit your rights to recover damages from another party in relation to any loss, damage or destruction that is the subject of a claim under the policy.

COMMERCIAL AND GENERAL INSURANCE BROKERS PTY LTD

ACN 010 427 504

ABN 61 010 427 504

Examples of such agreements are the "hold harmless" clauses which are often found in leases, in maintenance or supply contracts from burglar alarm or fire protection installers and in repair contracts. If you are in doubt, please consult your Account Manager.

Unnamed Parties

If you require a person to be named as a co-insured, a joint insured, an insured person or if you require the interest of a third party to be covered by your policy, you must request this in advance. Most policy conditions will not provide indemnity to other parties (eg mortgagees, lessors, principals etc) unless their interest is properly noted on the policy. Please note, while we can ask, we cannot guarantee that an insurer will accommodate a request to include a further party as an insured under your policy or to note the interests of another party on your policy.

If this is required under a contract or agreement, do not sign the contract without checking with us whether the insurer is prepared to include the other party as an insured or note that party's interests. You should also be aware that it may not be in the best interests to make arrangements to have someone else insured under the terms of your policy. We can advise you about this.

Claims Made During the Period of Insurance

Your attention is drawn to the fact that some policies provide cover on a "claims made" basis which means that claims first advised to you (or made against you) and reported to your insurer during the Period of Insurance are recoverable irrespective of when the incident causing the claim occurred, subject to the provisions of any clause relating to a "retroactive date".

You should also note that, in terms of the provisions of Section 40(3) of the Insurance Contracts Act 1984, where you give notice in writing to the Insurer of facts that might give rise to a claim against you as soon as is reasonably practicable after you become aware of those facts (but before the insurance cover provided by the contract expires) then the Insurer is not relieved of liability under the contract in respect of the claim, when made, by reason only that it was made after the expiration of the Period of Insurance cover provided by the contract.

In order to ensure that any entitlement under the policy is protected, you must therefore report all incidents that may give rise to a claim against you to the Insurers without delay after such incidents come to your attention and prior to the expiration of the policy period.

Claims Occurring Prior to Commencement

Your attention is drawn to the fact that your policies do not provide indemnity in respect of events that occurred PRIOR to commencement of the contract.

Run Off Liability

If your policy includes Public/Products Liability cover. You should consider carefully whether cancellation of this policy, in its entirety, is appropriate. Although you may no longer be involved in the business or property for which this policy was arranged, you probably have a continuing exposure to legal claims against you. For example, an accident could occur now or in the future in connection with your previous work or the property. Unless you have Liability cover that is current when the accident occurs, you will have no protection. Please contact us to discuss

Non Renewable Contract

Cover under your policies terminates on the date indicated in the Commercial and General Insurance Brokers Pty Ltd's tax invoice or adjustment note.

Some policies are not renewable contracts. If you wish to affect similar insurance for any subsequent period, it may be necessary for you to complete a new proposal prior to the termination of the current policy so that terms of insurance and quotations can then be developed for your consideration.

Leasing, Hiring and Borrowing Property

When you lease, hire or borrow property, make sure that the contract clearly identifies who is responsible to insure the property. This will help avoid arguments after a loss and ensure that any claims are efficiently processed.

An Industrial Special Risks policy automatically covers property you are responsible to insure, subject to the policy deductible. The decision as to who should insure the property is not left to your discretion.

If the responsibility to insure lies with the owner, we recommend you try to ensure the lease or hire conditions waive any rights of recovery against you, even when the damage is due to your negligence. This will prevent the owner's Insurer making a recovery against you. If there are no lease or hire conditions, you should write to the owner asking who is to insure the property.

Asbestos related risks are not covered

We recommend that you implement effective plans for identification and management of asbestos risks.

COMMERCIAL AND GENERAL INSURANCE BROKERS PTY LTD

ACN 010 427 504

ABN 61 010 427 504

Government web sites are a good starting point for current information and general advice. Queensland workplaces - for a summary visit http://www.queenslandlab.com/ASBESTOS_AUDIT_REPORT.pdf

Cancellations

If a cover is cancelled prior to expiry, we will refund the net return premium received from the Insurer less our cancellation fee of up to \$20 for domestic and \$50 for commercial insurance.

Workers Compensation

You are reminded that workers compensation is mandatory in all States of Australia including those States where an employee may travel.

Essential Reading of the Policy Wording

The original of your policy wordings have been provided to you or will be passed to you as soon as they are received from Insurers. It is in your own interests to read these documents without delay and advise your Account Manager in writing of any aspects which are not clear to you, or where any aspect of the cover does not meet with your requirements.

What to do if you have a Complaint

If you are not entirely satisfied with our service, please contact our Complaints Manager who will attempt to resolve any issue within 20 days.

Commercial and General Insurance Brokers Pty Ltd is a member of the Financial Ombudsman Service (FOS), which is a free consumer service. If your complaint cannot be resolved to your satisfaction by us you have the right to refer the matter to the FOS.

The FOS can be contacted on 1300 367 287 or visit their website: www.fos.org.au

General

Many areas of insurance are complex and some implications may not be evident to you. Your Account Manager aims to keep you informed, but if at any time you are unsure of any aspect of your insurances, please contact our office to discuss the matter.

Payment submitted



Paid \$7,195.29 to e farm insurance 352625 2434 4954
COMMERCIAL & GENERAL INSURANCE BROKERS P/L

Receipt no N271425253395

From eagle farm 064-000 1364 4430

Ref 24344954

Description eagle farm insura

On Thu 14 July 2022 at 01:04 PM (Syd/Melb)

Pay faster. Set a default account to pay from and we'll automatically choose it when you make payments.

[Set default account](#)

Network Insurance Group

Steadfast IFS Pty Ltd | ABN 16 010 601 457 | CAR 1249490
is a corporate authorised representative of
Steadfast IRS Pty Limited | ABN 95 159 898 398 | AFSL 435538
498 Lutwyche Road Lutwyche QLD 4030
t 07 3357 1235 w <http://www.networksteadfast.com.au>

Paid
19/6/23
AA



A Steadfast Network Broker

RENEWAL TRANSFER TAX INVOICE

(This document will be a tax invoice for GST when you make payment)

Russell John Stanley
19 Elliot Street
Albion QLD 4010

Date: 08/06/2023
Invoice Number: 263868
Account Manager: Andrew Lawther

Thank you for using Network Insurance Group to arrange your insurance cover.

Brief details of the cover arranged on your behalf are provided below. You should refer to the policy documents issued by the insurer for complete policy terms and conditions.

Please read carefully the important notices attached regarding your duty of disclosure. It has been our pleasure assisting you, should you have any queries in relation to this account or you would like to speak with us regarding your other insurance needs please contact us on 07 3357 1235.

Policy Summary

Type of Policy:	Business Insurance
The Insured:	Stanley Super Fund Pty Ltd, Leystan Super Fund Pty Ltd, J & J Lansdown Super Fund Pty Ltd
Insurer:	AIG Australia Ltd ABN: 93 004 727 753
Interests Insured:	Property Owner - 1086 Kingsford Smith Drive
Policy No:	9941121CMB
Period of Insurance:	21-Jun-2023 to 21-Jun-2024 at 4:00 pm
Effective Date:	21-Jun-2023



Network Insurance Group

DEFT Reference Number
40668622638688
Pay by credit card or registered bank account at www.deft.com.au or phone
1300 30 10 90. Payments by credit card may attract a surcharge.

Name: Stanley Super Fund Pty Ltd,
Leystan Super Fund Pty Ltd, J & J Lansdown
Super Fund Pty Ltd
Invoice No: 00263868
Total: \$6,990.30



*498 406686 22638688

Payments can be made at any Post Office by cash (up to \$9,999.99), cheque or EFTPOS.



Biller Code: 20362
Ref: 40668622638688

Contact your participating bank, credit union or building society to make payment directly from your cheque or savings account. Enter the Biller Code and BPAY reference number as detailed above.

Due Date: 21/06/2023
Total Due: \$6,990.30

Call Network Insurance Group, today on 07 3357 1235
 Partnering with you to protect what matters

GST = \$584.25
 Net GST = \$6,406.05

Premium	FSL	Insurer Policy Charge	Insurer Total GST	Stamp Duty	Broker Fee	Admin Fee	Fee GST	Invoice Total
\$5,692.49	\$ 0.00	\$ 0.00	\$ 569.25	\$ 563.56	\$ 150.00	\$ 0.00	\$ 15.00	\$6,990.30



DEFT is a service of Macquarie Bank



Internet

Pay over the Internet from your credit card at <http://www.deft.com.au>

Network Insurance Group accepts Mastercard, Visa, American Express & Diners Club Cards.

Payments by credit card attract a surcharge.



Telephone

Pay by phone from your credit card. Call **1800 672 162** to make a payment.

Network Insurance Group accepts Mastercard, Visa, American Express & Diners Club Cards.

The phone payment line is a 24 hour service. Calls are charged at the cost of a local call (mobiles extra).

Payments by credit card attract a surcharge.



Contact your participating bank, credit union or building society to make payment directly from your cheque or savings account.

You will be required to enter the Biller Code and BPAY reference number as detailed on the front of your invoice.



In Person

Please present page intact at any Australia Post Office.

Payments may be made by cheque or EFTPOS.

Please make cheques payable to 'Network Insurance Group'.



Mail

Detach payment slip and mail with payment to:

DEFT Payment Systems
G P O Box 794
BRISBANE QLD 4001

Please make cheques payable to 'Steadfast IRS Pty Limited'.

Please note that receipts will not be issued for mailed payments.

Notes:

Policy Number 9941121CMB
Period of Cover 21/06/2023 to 21/06/2024 at 4pm
Insured
Insured Name Stanley Super Fund Pty Ltd, Leystan Super Fund Pty Ltd, J & J Lansdown Super Fund Pty Ltd
Address 1086 Kingsford Smith Drive
EAGLE FARM QLD 4009
Property Owner Only Yes
Annual Turnover \$ 150,000

Policy Wording
AIG Steadfast My Business Pack

Cover Summary

Covers for all Situations

Cover	Taken
Public and Products Liability	Taken
General Property	Not Taken
Marine Transit	Not Taken
Management Liability	Not Taken

Covers for Situation: 1086 Kingsford Smith Drive EAGLE FARM QLD 4009 (Principal)

Cover	Taken
Business Property	Taken
Business Interruption	Taken
Theft	Not Taken
Money	Not Taken
Glass	Taken
Equipment Breakdown	Taken

Claims Experience

Any claims in the last 3 years under the sections to be insured? No

COVERS FOR ALL SITUATIONS

PUBLIC AND PRODUCTS LIABILITY

Limit of Liability

Limit of Liability - Public & Products Liability \$ 20,000,000

Exports

Do you, or do you intend to export goods No

Additional Benefit

Property in Your Physical and Legal Control - Limit \$ 250,000

Excess

Property Damage Excess \$ 500

Personal Injury \$ 0

Imposed Conditions

Condition # 1

Name 423: Policy Wording
Code PC12

Wording

AIG My Business Pack - Steadfast Client Trading Platform policy wording 09.00844.2 applies to this Policy.

Condition # 2

Name 027: Steadfast - Property Owners
Code SPOP

Wording

The following additional exclusion applies to Policy Section 3 - Public and Products Liability of the Policy:
We do not cover any liability for Personal Injury, Property Damage and/or Advertising Injury arising from any business, profession, trade or manufacturing operations, other than as the owner of Building(s) insured under the Policy.

In all other respects, the Policy terms, conditions and exclusions remain unaltered.

SITUATION SPECIFIC COVERS

SITUATION DETAILS

Situation: 1086 Kingsford Smith Drive EAGLE FARM QLD 4009 (Principal)

Business Details

Commercial Property Operators and Developers

Annual Turnover \$ 150,000
Tenant Business Motor Vehicle Parts and Accessories
Retailing

Situation Details

Construction

Year built 2000

Building Details

Floors Concrete
Walls Iron/Steel/Aluminium on steel
Roof Iron/Steel/Aluminium on steel
Expanded Polystyrene (EPS) 0%
Fire Protection Fire Extinguishers, Hose Reels
Security Protection Deadlocks on doors, Locks on all external windows without bars

Interested Parties

No Interested Parties noted

BUSINESS PROPERTY

Sum Insured

Building(s) Replacement Value \$ 1,361,537
Contents Replacement Value \$ Not Insured
Stock including customers goods \$ As per policy wording
Accidental Damage \$ As per policy wording

Additional Benefits

Removal of Debris \$ As per policy wording
Rewriting of Records \$ As per policy wording

Optional Extension

Flood Not Insured

Excesses

Business Property \$ 500
Accidental Damage \$ 500
Earthquake, Subterranean fire or Volcanic Eruption 1% of the total sum insured for Fire section at this Situation or \$20,000 whichever is the lesser.

Imposed Conditions

Condition # 1

Name 422: Policy Wording
Code PC11

Wording
AIG My Business Pack - Steadfast Client Trading Platform policy wording 09.00844.2 applies to this Policy.

BUSINESS INTERRUPTION

Sum Insured

Cover Selected	Gross Profit
Indemnity Period (months)	12
Gross Profit	\$ 150,000
Claims Preparation Costs	\$ 10,000
Additional Increase in Cost of Working	\$ 25,000
Outstanding accounts receivable	\$ 7,500

EQUIPMENT BREAKDOWN

Limit any one loss	\$ 1,361,537
Spoilage of stock	\$ Not Insured
Excess	
Equipment Breakdown	\$ 500

GLASS

Sum Insured	Replacement Value
Temporary repairs and other associated costs	\$ 10,000
Signs	\$ 10,000
Excess	
Glass	\$ 500

IMPORTANT NOTICES & INFORMATION

We have prepared this document to assist you to understand important issues relating to your insurances. We recommend that you read it carefully. Please contact your Account Manager / Executive if there is anything you do not understand, or if you have any questions. Further information can be found within our Financial Services Guide.

Information for Retail Clients

The following information relates specifically to Retail Clients.

As per the Corporations Act 2001 (Cth), you are a Retail client if:

- You are an individual or the insurance product is used in connection with a small manufacturing business employing less than 100 people or any other business employing less than 20 people.

and

- You are being provided a financial service or product that relates to the following insurance covers: Motor Vehicle, Home building/contents, Sickness and Accident, Consumer Credit, Travel or Personal and Domestic Property

Product Disclosure Statement

If you are buying a Retail Product, we will also provide you with a Product Disclosure Statement (PDS). This will contain information about the policy to help you to make an informed decision about purchasing that product.

General Advice Warning

If you are a Retail Client (refer above) and a Statement of Advice has not been provided to you with this invoice, then the advice that we are giving you related to this transaction is General Advice. General Advice is advice that has been prepared without considering your current objective's, financial situation or needs. Therefore, before acting on this advice, you should consider the appropriateness of the advice having regard to your current objective's, financial situation or needs. If the advice provided relates to the acquisition or possible acquisition of a new insurance policy, you should consider the enclosed PDS prior to making the decision to purchase this product. Information regarding the income we have been paid by the insurer for this transaction is available upon request

Cooling Off Period

Your PDS will contain information relating to your cooling off rights. You may be entitled to a minimum of 14 days cooling off period, from the date the cover commences, during which you can cancel your policy and receive a refund of all money paid. Cooling off periods can vary so you should check your policy carefully and contact us if you have any questions about your cooling off rights.

Your Duty of Disclosure

When you take out insurance, renew, or vary a policy you hold, you have a duty to disclosure under the Insurance Contracts Act 1984. Your duties will differ depending on the type of insurance you are taking out, renewing, or varying.

The duty not to make a misrepresentation applies to insurances that are wholly or predominately for personal, domestic, or household purpose. This duty will also apply when you are taking out a new policy and the insurer has issued a notice that it is a consumer insurance contract.

This duty applies to all policies entered into that are effective on or after 05th October 2021.

For all insurances that are not a consumer insurance contract, the duty of disclosure applies.

DUTY TO NOT MAKE A MISREPRESENTATION

Applicable to Consumer Insurance Contracts (personal/domestic)

You have a duty under the Insurance Contracts Act 1984 to take reasonable care not to make a misrepresentation to the insurer (your duty).

Your duty applies only in respect of a policy that is a consumer insurance contract, which is a term defined in the Insurance Contracts Act.

Your duty applies before you enter into the policy, and also before you renew, extend, vary, or reinstate the policy.

Before you do any of these things, you may be required to answer questions and the insurer will use the answers you provide in deciding whether to insure you, and anyone else to be insured under the policy, and on what terms.

When you renew your policy, we will include information you have previously told us that is relevant to your policy, which we passed on to the insurer. The insurer requires you to contact us to tell us if this information is incorrect, or if it has changed. If you do not tell us about a change to something you have previously told us, the insurer will take this to mean that there is no change.

To ensure you meet your duty, your answers to the questions must be truthful, accurate and complete. This duty also applies when you contact us to advise of any information that is incorrect or has changed when you renew your policy.

If you fail to meet your duty, the insurer may be able to cancel your contract or reduce the amount it will pay if you make a claim, or both.

If your failure is fraudulent, the insurer may be able to refuse to pay a claim and treat the contract as if it never existed.

DUTY OF DISCLOSURE

Applicable to Non-Consumer Insurance Contracts

Before you enter into an insurance contract, you have a duty to tell the insurer anything that you know, or could reasonably be expected to know, that may affect their decision to insure you and on what terms.

You have this duty until they agree to insure you.

You have the same duty before you renew, extend, vary or reinstate an insurance contract.

You do not need to tell the insurer anything that:

- reduces the risk they insure you for; or
- is common knowledge; or
- they know or should know as an insurer; or
- they waive your duty to tell them about.

If you do not tell the insurer something you are required to, they may cancel your contract or reduce the amount they will pay you if you make a claim, or both. If your failure to tell them is fraudulent, they may refuse to pay a claim and treat the contract as if it never existed

Utmost Good Faith

Every contract of insurance is subject to the doctrine of utmost good faith which requires that the parties to the contract should act toward each other with the utmost good faith. Failure to do so on your part may prejudice any claim or the continuation of cover provided by Insurers.

Complaints or Disputes

If you have a complaint about the service provided to you, we have a Complaints Management Policy that aims to provide a prompt resolution. Please refer to our website or FSG for full details.

Terms of Payment

When we arrange, renew or vary cover on your behalf, we will invoice you for the premium, statutory charges (e.g. stamp duty, fire services levies, GST, etc.) and our brokerage &/or fees. If you do not pay the amount shown on your invoice within 14 days from the date shown on the invoice, the insurer may have the right to cancel your policy. The insurer may also charge a short-term penalty premium for the time on risk. Check your invoice for payment options.

Disclaimer

This Tax Invoice is a summary only (errors and omissions excepted) and does not purport to be a copy of the insurer's policy or other documents. In case of any discrepancy, the insurer's documents will prevail.

Essential Reading of Policy Wording

The policy wordings for your insurances have either been provided to you or will be sent to you as soon as they are received from your Insurers. We recommend that you read these documents carefully as soon as possible and advise us in writing of any aspects which are not clear to you or if any aspect of the cover does not meet with your requirements.

Unnamed Parties

In most cases, the insurable interest of lessors, financiers, trustees, mortgagees, owners and all other parties who have a legal interest or charge over the Property Insured are automatically included as third-party beneficiaries without needing to be noted on the Policy.

If you require a person to be named as a co-insured, joint insured or insured person to be covered by your policy, you must request this. Please note, we cannot guarantee that an insurer will accommodate a request to include a further party as an insured on your policy.

If this is a requirement under a contract or agreement, do not sign the contract without checking with us as to whether the insurer is prepared to include the other party as an insured. <http://www.networksteadfast.com.au>

Non-Renewable Insurance

Cover under your policies terminate on the date as indicated on our tax invoice or adjustment note. Some policies are not renewable contracts. If you wish to effect similar insurance for any subsequent period, it will be necessary for you to complete a new proposal prior to the termination of the current policy so that terms of insurance and quotations can then be developed for your consideration.

Subrogation and/or Hold Harmless Agreements

You can prejudice your rights to claim under your insurance if you make any agreement with a third party that will prevent or limit the Insurer from recovering the loss from that party (or another party who would otherwise be liable). This can occur when you sign a contract containing an indemnity clause, "hold harmless" clause or a release – unless you obtain the Insurer's consent in advance. This is because some policies contain a 'contractual liability exclusions' that mean the Insurer can refuse to pay or reduce the amount it is liable to pay by the extent to which it is unable to recover from the third party. These exclusions are often found in public and products liability, broadform liability and professional indemnity policies. Examples of such agreements are the "hold harmless" clauses which are often found in leases, in property management contracts, in maintenance or supply contracts from burglar alarm or fire protection installers and in repair contracts. Other contracts you sign from time to time relating to your business operations (e.g. supply agreements, equipment hire contracts, event hire contracts, labour hire contracts, subcontracts, design and construct contracts, consultancy agreements etc.) may contain indemnity clauses and releases which may trigger the operation of policy exclusions or breach the conditions of your insurance. Do not sign a contract or lease without contacting your broker and/or taking legal advice as to whether the contract terms will prejudice your insurance protection under your policies. If you are in doubt or require further assistance, please consult your Account Manager.

Leasing, Hiring and Borrowing Property

When you lease, hire or borrow property, make sure that the contract clearly identifies who is responsible for insuring the property. This will help avoid arguments after a loss and ensure that any claims are efficiently processed.

Industrial Special Risks policies automatically cover property which you are responsible to insure, subject to the policy excess. The decision as to who should insure the property is not left to your discretion. You may have other insurance (for example, public liability) which may assist you meet claims relating to property damage or personal injury caused to or by property which you lease or hire. Please note, there is usually a sub-limit on the amount of claims that can be made for damage to property in your temporary care, custody or control. If the responsibility to insure lies with the owner, we recommend you try to ensure

the lease or hire conditions waive any rights of recovery against you, even when the damage is due to your negligence. This will prevent the owner's Insurer making a recovery against you. If there are no conditions relating to responsibility to insure in the hire or lease contract, you should write to the owner asking who is to insure the property.

Underinsurance, Average or Co-Insurance Clauses

Some policies contain an Underinsurance clause. This means that if you insure for less than the full value of the property, your claim may be reduced in proportion to the amount of the underinsurance. These clauses are also called "Average" or "Co-Insurance" clauses.

A simple example is as follows:

Replacement Value	\$580,000
Sum Insured	\$400,000
Amount of Claim	\$80,000

The application of underinsurance is calculated as:

$$\text{claim} \times 80\% \text{ of replacement value} \div \text{sum insured}$$
$$\$80,000 \times \$464,000 \div \$400,000 = \$68,966$$

Some Business Interruption policies contain an underinsurance, but the calculation is different. Generally, the Rate of Gross Profit, Revenue or Rentals (as applicable) is applied to the Annual Turnover, Revenue or Rentals (as applicable) (after adjustment for business trends or other circumstances). If you are in any doubt about whether and how Average/Co-Insurance clauses apply to your insurances, please contact your Account Manager for assistance.

Insurance Placed with Unauthorised Foreign Insurers

In limited cases, we may recommend that you insure with an unauthorised foreign insurer. An unauthorised foreign insurer is an insurer that is not authorised under the Insurance Act 1973 (Act) to conduct insurance business in Australia and is not subject to the system of financial supervision of general insurers in Australia that is monitored by the Australian Prudential Regulation Authority. If the insurer becomes insolvent, you will not be protected by the Federal Government's Financial Claims Scheme provided under Part VC of that Act. If your Account Manager recommends that you insure with an unauthorised foreign insurer, they will provide you with relevant information to make an informed decision.

Claims Occurring Prior to Commencement

Your attention is drawn to the fact that most of your policies do not provide indemnity in respect of events that occurred before the insurance commenced. They cover events that occur during the time the policy is current.

Claims Made During the Period of Insurance

Some policies (for example, Professional Indemnity insurance) provide cover on a "claims made" basis, which means that claims first advised to you (or made against you) and reported to your insurer during the Period of Insurance are recoverable irrespective of when the incident causing the claim occurred, subject to the provisions of any clause relating to a "retroactive date".

You should also note that, in terms of the provisions of Section 40(3) of the Insurance Contracts Act 1984, where you give notice in writing to the Insurer of facts that might give rise to a claim against you as soon as is reasonably practicable after you become aware of those facts (but before the insurance cover provided by the contract expires)

then the Insurer is not relieved of liability under the contract in respect of the claim, when made, by reason only that it was made after the expiration of the Period of Insurance cover provided by the contract.

In order to ensure that any entitlement under the policy is protected, you must therefore report all incidents that may give rise to a claim against you to the Insurers without delay after such incidents come to your attention and prior to the expiration of the policy period.

Payment submitted



Paid \$6,990.30 to e farm insurance 20362 40 6686 2263 8688
DEFT INSURANCE BROKING PAYMENTS

Receipt no N261930839625

From eagle farm 064-000 1364 4430

Ref 40668622638688

Description insurance

On Mon 19 June 2023 at 02:24 PM (Syd/Melb)

Pay faster. Set a default account to pay from and we'll automatically choose it when you make payments.

[Set default account](#)



BRISBANE CITY COUNCIL
ABN 72 002 765 795

Dedicated to a better Brisbane

Annual Fee Notice

*PAID
8/1/23
A*

Reference Number
6565 0004 8847 047

Enquiries
3403 8888
24 hours 7 days

Issued Date
20 Jan 2023



P016BCCBKF67_A4MA01.PDF/E-3250/S-6562/I-13123

Busby Enterprises Pty Ltd & Jwm Marketing Pty Ltd &
Yelnats Pty Ltd
19 Elliot St
ALBION QLD 4010



Testable Backflow Prevention Device Program
Plumbing and Drainage Regulation 2019 s101

Address: 1086 KINGSFORD SMITH DR EAGLE FARM QLD 4009

The testable backflow prevention device testing and reporting cycle has commenced for the current calendar year.

A list of the devices previously registered with Brisbane City Council (Council) for the above address, including a description of the installation location, can be found in the accompanying Annual Testing Reminder Notice.

Annual testing of the devices must be performed by 31 December by a licensed person endorsed for backflow testing and the results supplied to Council within the legislated time-frame.

The annual fee must be paid by the due date given on this notice.

Due Date

19 Feb 2023

Amount Payable

\$71.00

(GST not applicable)

*If mailing your payment please tear off this slip and return with payment.
Please do not pin or staple this slip. See reverse for payment methods.*



BRISBANE CITY COUNCIL
ABN 72 002 765 795



**Biller Code: 262097
Ref: 6565 0004 8847 047**

POST billpay



*439 656500048847047

BUSBY ENTERPRISES PTY LTD & JWM MARKETING
PTY LTD & YELNATS PTY LTD
19 ELLIOT ST
ALBION QLD 4010

Amount payable

\$71.00

(GST not applicable)

<0000007100> <004440> <656500048847047> >



Paid
14/3/23
A

TAX INVOICE

57 Nariel Street, ALBION 4010
P: 07 3262 1688
E: admin@molanphillips.com.au
ABN 43 064 055 563

Invoice No. 20230071
Invoice Date 09/03/2023
Due Date 16/03/2023
Purchase Order No.

Invoice to:

Busby Enterprise Pty Ltd & JWM Marketing Pty
Ltd & Yelnats Pty Ltd 19 Elliot Street
Albion QLD 4010
Telephone:
Email: Russell.Stanley@trivantage.com.au

Site Address:
1086 Kingsfordsmith Dr
Eagle Farm QLD 4009

Description of Work

Work completed 08.03.23

Female Toilet:

Service leaking basin tap
Install mini stop isolation valve
Replace corroded flexi hose

Male Toilet:

Service leaking basin tap

Public Toilet:

Replace basin mixer due to leaking and corrosion
Install 2 x mini stop isolation valves
Remove toilet to replace pan collar
Reinstall toilet
Replace key seal on flush pipe
Replace leaking inlet valve in cistern
Replace flush valve washer
Replace leaking mini stop and flexi hose

Invoice & Account Details

Please pay the total amount on or before the due date for payment.
If you are unable to pay the total amount, please respond with a payment
schedule within 15 business days after the date you received this invoice/ as
required under the Building Industry Fairness (Security of Payment) Act 2017
Queensland.

Banking Details
Account Name: Molan Phillips Pty Ltd
BSB: 084 255
Account No.: 47955 3503

Invoice Totals

Delivery:	\$0.00
Service Fee:	\$0.00
Sub Total:	\$720.00
GST:	\$72.00
TOTAL AMOUNT DUE incl. GST:	\$792.00

PAID
20/8/22
A

**Water and Sewerage
Quarterly Account**



QUUC45_A4A01/E-99/S-189/I-377/O36
BUSBY ENTERPRISES P/L & JWM MARKETING P/L &
YELNATS P/L
19 ELLIOT STREET
ALBION QLD 4010

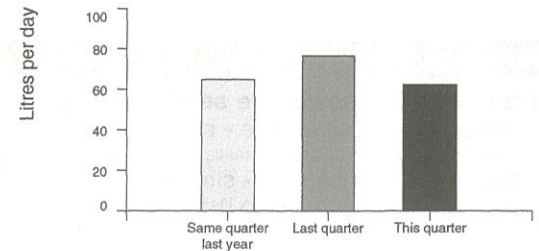
Customer reference number	10 1023 6244 0000 8
Bill number	1023 6244 118
Date issued	12/07/2022
Total due	\$1,340.16
Current charges due date	11/08/2022

Your water usage

Water usage (kL)	6
Days charged	95

Average daily water usage (litres)

Current period	63
Same period last year	65



Account Summary Period 04/03/2022 - 06/06/2022

Your Last Account

Amount Billed	\$1,291.54
Amount Paid	\$1,294.88CR

Your Current Account

Balance	\$0.00
Current Charges	\$1,340.16

Total Due **\$1,340.16**

If full payment is not received by the due date, a compounding interest of 8.03% per annum will accrue daily on any amount owing.



**AFFECTED BY EXTREME WEATHER OR FLOODS AND EXPERIENCING
DIFFICULTY PAYING BILLS? WE'RE HERE TO HELP.**

Scan for more information on our Urban Assist program.



Payment options

- Direct debit**
To arrange automatic payment from your bank account, visit www.urbanutilities.com.au/directdebit
- Telephone and internet banking – BPAY®**
Contact your bank or financial institution to make this payment from your cheque, savings, credit card, debit or transaction account.
BPAY View® View and pay this bill using internet banking.
More info: www.bpay.com.au
® Registered to BPAY Pty Ltd ABN 69 079 137 518
- Internet**
Pay your account online using MasterCard or Visa credit card at www.urbanutilities.com.au/creditcard
Payment by credit card will incur a 0.51% surcharge. We accept Mastercard or Visa credit cards.

- By phone**
Call 1300 123 141 to pay your account using your MasterCard or Visa card*.
- Mail**
Tear off this slip and return with your cheque payment to Queensland Urban Utilities PO Box 963, Parramatta, NSW 2124
- In person**
Pay in person at Australia Post with cash, cheque, money order, debit card or any branch of the Commonwealth Bank with cash or cheque.

Amount paid

Date paid

Receipt number

YOUR CHARGES for 04/03/2022 - 06/06/2022 (95 days)...continued

Customer ref. no. 10 1023 6244 0000 8

1086 KINGSFORD SMITH DRIVE EAGLE FARM 4009

Water usage	\$24.40
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Water services	\$384.75
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Sewerage services	\$931.01
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Your total charges 04/03/2022 - 06/06/2022	\$1,340.16
---	-------------------



Payment submitted



Paid \$1,340.16 to efarm water rates 112144 101 0236 2440 0008
URBAN UTILITIES

Receipt no N283021255481

From eagle farm 064-000 1364 4430

Ref 101023624400008

Description water rates

On Tue 30 Aug 2022 at 10:20 AM (Syd/Melb)



UrbanUtilities

PAID 10/10/22

Urban Utilities
ABN 86 673 835 011

EAGLE FARM

Account Enquiries 13 26 57
Faults and Emergencies 13 23 64
www.urbanutilities.com.au

Water and Sewerage
Quarterly Account



QUUC35_A4A01/E-104/S-198/I-395/036
BUSBY ENTERPRISES P/L & JWM MARKETING P/L &
YELNATS P/L
19 ELLIOT STREET
ALBION QLD 4010

Property Location: 1086 KINGSFORD SMITH DRIVE
EAGLE FARM 4009

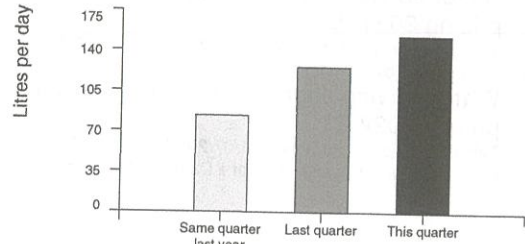
Customer reference number	10 1023 6244 0000 8
Bill number	1023 6244 120
Date issued	19/09/2022
Total due	\$1,322.38
Current charges due date	19/10/2022

Your water usage

Water usage (kL)	7
Days charged	91

Average daily water usage (litres)

Current period	154
Same period last year	84



Account Summary Period 07/06/2022 - 05/09/2022

Your Last Account

Amount Billed	\$1,340.16
Amount Paid	\$1,340.16CR

Your Current Account

Overdue Balance	\$2.10
Current Charges	\$1,320.28
Total Due	\$1,322.38

If full payment is not received by the due date, a compounding interest of 8.17% per annum will accrue daily on any amount owing.

FY23 PRICES APPLY FROM FRIDAY 1 JULY 2022

Scan the QR code for more information



Direct debit

To arrange automatic payment from your bank account, visit www.urbanutilities.com.au/directdebit



Telephone and internet banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, credit card, debit or transaction account. BPAY View® View and pay this bill using internet banking. More info: www.bpay.com.au

® Registered to BPAY Pty Ltd ABN 69 079 137 518



Internet

Pay your account online using MasterCard or Visa credit card at www.urbanutilities.com.au/creditcard Payment by credit card will incur a 0.51% surcharge. We accept Mastercard or Visa credit cards.

Payment options



By phone

Call 1300 123 141 to pay your account using your MasterCard or Visa card*.



Mail

Tear off this slip and return with your cheque payment to Queensland Urban Utilities PO Box 963, Parramatta, NSW 2124



In person

Pay in person at Australia Post with cash, cheque, money order, debit card or any branch of the Commonwealth Bank with cash or cheque.

Amount paid

Date paid

Receipt number

YOUR CHARGES for 07/06/2022 - 05/09/2022 (91 days)...continued

Customerref. no. 10 1023 6244 0000 8

1086 KINGSFORD SMITH DRIVE EAGLE FARM 4009

Sewerage Services

Urban Utilities sewerage service charge

Sewage disposal charge - simpler pricing	1.66 @ \$2.40	\$3.98
<small>This charge is for the period 07/06/2022 to 30/06/2022 Usage x Discharge Factor x Domestic Strength Waste Price</small>		
Sewage disposal charge - simpler pricing	4.63 @ \$2.47	\$11.43
<small>This charge is for the period 01/07/2022 to 05/09/2022 Usage x Discharge Factor x Domestic Strength Waste Price</small>		
Sewerage service chrg - simpler pricing	24 days	\$231.93
<small>This charge is for the period 07/06/2022 to 30/06/2022 Combined Flow Capacity Factor x Daily Price x Days Charged x Discharge Factor</small>		
Sewerage service chrg - simpler pricing	67 days	\$667.06
<small>This charge is for the period 01/07/2022 to 05/09/2022 Combined Flow Capacity Factor x Daily Price x Days Charged x Discharge Factor</small>		

Subtotal \$914.40

Water usage \$28.96

Water services \$376.92

Sewerage services \$914.40

Your total charges 07/06/2022 - 05/09/2022 \$1,320.28



Payment submitted



Paid \$1,322.38 to efarm water rates 112144 101 0236 2440 0008

URBAN UTILITIES

Receipt no N301028380005

From eagle farm 064-000 1364 4430

Ref 101023624400008

Description water rates

On Mon 10 Oct 2022 at 12:23 PM (Syd/Melb)



**Water and Sewerage
Quarterly Account**

*Paid
12/1/23
A*



QUUC74_A4A01/E-105/S-194/I-387/036
BUSBY ENTERPRISES P/L & JWM MARKETING P/L &
YELNATS P/L
19 ELLIOT STREET
ALBION QLD 4010

Property Location: 1086 KINGSFORD SMITH DRIVE
EAGLE FARM 4009

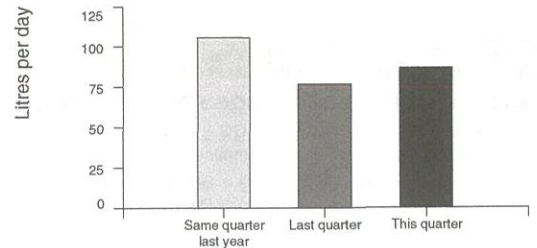
Customer reference number	10 1023 6244 0000 8
Bill number	1023 6244 121
Date issued	20/12/2022
Total due	\$1,351.15
Current charges due date	19/01/2023

Your water usage

Water usage (kL)	8
Days charged	92

Average daily water usage (litres)

Current period	87
Same period last year	106



Account Summary Period 06/09/2022 - 06/12/2022

Your Last Account

Amount Billed	\$1,320.28
Amount Paid	\$1,322.38CR

Your Current Account

Balance	\$0.00
Current Charges	\$1,351.15

Total Due **\$1,351.15**

If full payment is not received by the due date, a compounding interest of 8.17% per annum will accrue daily on any amount owing.



WATERTALK IS HERE Join the conversation and help shape the future of water in our region

- Direct debit**
To arrange automatic payment from your bank account, visit www.urbanutilities.com.au/directdebit
- Telephone and internet banking – BPAY®**
Contact your bank or financial institution to make this payment from your cheque, savings, credit card, debit or transaction account.
BPAY View® View and pay this bill using internet banking.
More info: www.bpay.com.au
® Registered to BPAY Pty Ltd ABN 69 079 137 518
- Internet**
Pay your account online using MasterCard or Visa credit card at www.urbanutilities.com.au/creditcard
Payment by credit card will incur a 0.51% surcharge. We accept Mastercard or Visa credit cards.

Payment options

- By phone**
Call 1300 123 141 to pay your account using your MasterCard or Visa card.
- Mail**
Tear off this slip and return with your cheque payment to Queensland Urban Utilities PO Box 963, Parramatta, NSW 2124
- In person**
Pay in person at Australia Post with cash, cheque, money order, debit card or any branch of the Commonwealth Bank with cash or cheque.

Amount paid

Date paid

Receipt number

YOUR CHARGES for 06/09/2022 - 06/12/2022 (92 days)...continued

Customer ref. no. 10 1023 6244 0000 8
1086 KINGSFORD SMITH DRIVE EAGLE FARM 4009

Water usage **\$33.30**

Water services **\$384.10**

Sewerage services **\$933.75**

Your total charges 06/09/2022 - 06/12/2022 **\$1,351.15**



**Water and Sewerage
Quarterly Account**

*PAID
17/3/23
AA*



QUUC36_A4A01/E-37/S-69/I-137/036
BUSBY ENTERPRISES P/L & JWM MARKETING P/L &
YELNATS P/L
19 ELLIOT STREET
ALBION QLD 4010

Property Location: 1086 KINGSFORD SMITH DRIVE
EAGLE FARM 4009

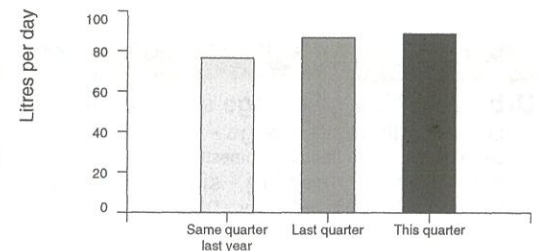
Customer reference number	10 1023 6244 0000 8
Bill number	1023 6244 122
Date issued	17/03/2023
Total due	\$1,322.89
Current charges due date	16/04/2023

Your water usage

Water usage (kL)	8
Days charged	90

Average daily water usage (litres)

Current period	89
Same period last year	77



Account Summary Period 07/12/2022 - 06/03/2023

Your Last Account

Amount Billed	\$1,351.15
Amount Paid	\$1,351.15CR

Your Current Account

Balance	\$0.00
Current Charges	\$1,322.89

Total Due **\$1,322.89**

If full payment is not received by the due date, a compounding interest of 8.17% per annum will accrue daily on any amount owing.



YOU CAN NOW SET UP, CHANGE OR CANCEL A DIRECT DEBIT IN MYACCOUNT IN REAL-TIME

Sign up today and never worry about missing a payment again.



Payment options



Direct debit
To arrange automatic payment from your bank account, visit www.urbanutilities.com.au/directdebit



Telephone and internet banking – BPAY®
Contact your bank or financial institution to make this payment from your cheque, savings, credit card, debit or transaction account.
BPAY View® View and pay this bill using internet banking. More info: www.bpay.com.au
® Registered to BPAY Pty Ltd ABN 69 079 137 518



Internet
Pay your account online using MasterCard or Visa credit card at www.urbanutilities.com.au/creditcard
Payment by credit card will incur a 0.51% surcharge. We accept Mastercard or Visa credit cards.



By phone
Call 1300 123 141 to pay your account using your MasterCard or Visa card.



Mail
Tear off this slip and return with your cheque payment to Queensland Urban Utilities PO Box 963, Parramatta, NSW 2124



In person
Pay in person at Australia Post with cash, cheque, money order, debit card or any branch of the Commonwealth Bank with cash or cheque.

Amount paid

Date paid

Receipt number

YOUR CHARGES for 07/12/2022 - 06/03/2023 (90 days)...continued

Customerref. no. 10 1023 6244 0000 8

1086 KINGSFORD SMITH DRIVE EAGLE FARM 4009

Water usage	\$33.30
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Water services	\$375.75
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Sewerage services	\$913.84
--------------------------	-----------------

Your total charges 07/12/2022 - 06/03/2023	\$1,322.89
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Brenda Wishey

Dealing Number



OFFICE USE ONLY

Privacy Statement

Collection of this information is authorised by the Land Title Act 1994 the Land Act 1994 and the Water Act 2000 and is used to maintain the publicly searchable registers in the land registry and the water register. For more information about privacy in NR&W see the department's website.

1. Lessor	Lodger (name, address, email & phone number)	Lodger Code
YELNATS PTY LTD ACN 106 274 060, BUSBY ENTERPRISES PTY LTD ACN 164 964 934 AND JWM MARKETING PTY LTD ACN 100 485 907	Wilson Lawyers PO Box 1757 Coorparoo BC QLD 4151 Email: contact@wilsonlawyers.net.au Telephone:(07) 3217 4630 Facsimile: (07) 3217 4679 Reference: CTS:ASP:2210771	073A

2. Lot on Plan Description	Title Reference
LOT 6 ON REGISTERED PLAN 67477	12581030
LOT 7 ON REGISTERED PLAN 67477	12534110

3. Lessee	Given names	Surname/Company name and number	(include tenancy if more than one)
		SPECIALIST WHOLESALERS PTY LTD ACN 163 280 279	

4. Interest being leased
FEE SIMPLE

5. Description of premises being leased
Whole of Land

6. Term of lease	7. Rental/Consideration
Commencement date/event: 01/03/2022 Expiry date: 28/02/2025 and/or Event: #Options: 1 x 3 years #Insert nil if no option or insert option period (eg 3 years or 2 x 3 years)	SEE SCHEDULE

8. Grant/Execution
The Lessor leases the premises described in item 5 to the Lessee for the term stated in item 6 subject to the covenants and conditions contained in:-
*the attached schedule; *the attached schedule and document no. _____; * document no. _____; *Option in registered Lease no. _____ has not been exercised.

Witnessing officer must be aware of his/her obligations under section 162 of the Land Title Act 1994
SEE ENLARGED PANEL
YELNATS PTY LTD ACN 106 274 060

.....signature

.....full name

.....qualification

/ /2022
Execution Date

Witnessing Officer

.....
Sole Director/Secretary
Lessor's Signature

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

9. Acceptance
The Lessee accepts the lease and acknowledges the amount payable or other considerations for the lease.
SPECIALIST WHOLESALERS PTY LTD ACN 163 280 279

.....signature

.....full name

.....qualification

31 / 5 /2022
Execution Date

Witnessing Officer

.....
Director
Craig Magill
GEORGE SAKOUFAKIS
.....
Director/Secretary
Lessee's Signature

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

[Title Reference: 12581030 & 12534110]

8. Grant/Execution

The Lessor leases the premises described in item 5 to the Lessee for the term stated in item 6 subject to the covenants and conditions contained in:-
*the attached schedule; *the attached schedule and document no.; * document no.; *Option in registered Lease no. has not been exercised.

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

BUSBY ENTERPRISES PTY LTD ACN 164 964 934

..... signature

..... full name

..... qualification

/ /2022

.....
Sole Director/Secretary

Witnessing Officer

Execution Date

Lessor's Signature

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

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

JWM MARKETING PTY LTD ACN 100 485 907

..... signature

..... full name

..... qualification

/ /2022

.....
Director

Witnessing Officer

Execution Date

.....
Director/Secretary

Lessor's Signature

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

[Title Reference: 12581030 & 12534110]

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1. DEFINITIONS

In this Lease unless the context otherwise requires:

Accounting Period means the period or consecutive periods not exceeding twelve (12) months from time to time selected by the Lessor for the purpose of calculating Operating Costs and other charges specified in this Lease and (where applicable) includes any broken period/s at the start and end of the Term.

Air-Conditioning Equipment means all plant, electrical installations, ductwork and diffusers relating to the manufacture and reticulation of conditioned air.

Appurtenances means all stop-cocks, hydrants, Fire Equipment, alarm systems, water closets, toilets, grease traps, water apparatus, wash basins, wash rooms, gas fittings, electrical fittings, Air-Conditioning Equipment and other services contained in or about the Premises.

Authority means any government, municipal, statutory, public or other authority or body having authority or jurisdiction over or in relation to the Premises.

Bank Guarantee means an unconditional undertaking (or any replacement or addition to it) without an expiry date by an Australian bank on terms acceptable to the Lessor to pay on demand the amount in Item 11 of the Reference Schedule.

Building means all improvements erected on the Land including any modifications, extensions or alterations to those improvements.

Business Day means a week day other than a public holiday in Brisbane.

Contamination means a noxious or hazardous substance which makes or may make the Premises or the surrounding Environment unsafe or unfit for habitation or occupation by persons or animals or otherwise environmentally degraded.

CPI means the Consumer Price Index (All Groups) for the City of Brisbane as published by the Australian Bureau of Statistics. If that Index is suspended, discontinued or modified so that it does not reflect on a consistent basis changes which have occurred in the cost of living in the City of Brisbane during any Rental Year the expression will mean an Index which, in the opinion of the Australian Statistician (whether published or advised at the request of either party), does reflect on a consistent basis changes which have occurred in the cost of living in the City of Brisbane during any Rental Year. If the Australian Statistician has not published and will not advise an appropriate Index, the expression will mean an Index or method of measuring increases in the cost of living agreed by the parties and in default of agreement within a period of fourteen (14) days, an Index or method determined at the request of either party by the President or Acting President of the Institute or his nominee.

CPI Adjustment Date means each date in Item 5(a) of the Reference Schedule.

Date of Commencement means the date specified in Item 3 of the Reference Schedule.

Environmental Law means in connection with the Premises a law relating to any aspect of the environment or the endorsement of any of those laws (whether that law arises under statute or the common law or pursuant to any environmental license, permit, license approval, notice, decree, order or directive of any competent Authority or otherwise).

Fire Equipment means all hydrants, fire hoses, alarm systems or other fire prevention and extinguishing equipment servicing the Premises whether exclusively or not.

Fixed Increase Adjustment Date means the date in Item 5(c) of the Reference Schedule.

Guarantor means the person or persons (if any) specified in Item 10 of the Reference Schedule.

Insolvency Event means the happening of any of the following events in relation to the Lessee or the Guarantor (or both):

[Title Reference: 12581030 & 12534110]

- (a) in the case of a natural person:
 - (i) is or becomes bankrupt;
 - (ii) enters into any agreement or makes any arrangement with creditors for liquidation of debts by composition or otherwise (other than an agreement or arrangement that would because of any statute relating to the bankruptcy of persons render this provision void);
- (b) in the case of a corporation:
 - (i) an application is made to a court for it to be wound up or for the appointment of a provisional liquidator;
 - (ii) a meeting is convened to place it in voluntary liquidation or to appoint an official manager or an administrator;
 - (iii) the appointment of a controller, as defined in the *Corporations Act 2001*, in respect of any of its assets;
 - (iv) it is wound up or dissolved;
 - (v) it proposes to enter into or enters into any form of arrangement with its creditors or any of them;
 - (vi) it is, or is deemed to be under Section 46(2) or 585 of the *Corporations Act 2001*, unable to pay its debts;
 - (vii) it becomes insolvent under administration as defined in Section 9 of the *Corporations Act 2001*; or
 - (viii) is deregistered.

Institute means the Australian Property Institute Inc. (Qld Division) or its successor.

Land means the land described in Item 2 of the Form 7 to this Schedule, and where the context so permits includes any part of the Land.

Law includes any requirement of any statute, rule, regulation, proclamation, order in council, ordinance or by-law whether Commonwealth, state, territorial or local.

Lease means the Form 7, this Schedule, the Reference Schedule, Rent Review Schedule and any annexures and any covenant or agreement expressed to be supplemental to this Lease and all amendments to those documents.

Lessee includes the permitted assigns of the Lessee and if the Lessee is a corporation includes its successors and if the Lessee is a natural person includes the heirs, executors and administrators of the Lessee.

Lessee's Covenants means the obligations contained or implied in the Lease or imposed by law and which must be observed or performed by the Lessee.

Lessee's Employees includes each of the Lessee's employees, servants, contractors, agents, invitees or others (with or without invitation) who may at any time be on the Premises.

Lessee's Fixtures means all fixtures, fittings, plant, equipment, partitions, furniture, goods, chattels or other articles brought on the Premises from time to time by the Lessee.

Lessor means the person for the time being entitled to the reversion of the Premises and includes any person claiming through or under the Lessor.

[Title Reference: 12581030 & 12534110]

Lessor's Employees includes each of the Lessor's employees, servants, contractors and/or agents who may at any time be on the Premises.

Market Review Date means each date in Item 5(b) of the Reference Schedule.

Mechanical Equipment means all plant and equipment servicing the Premises exclusively including but not limited to cranes and roller doors.

Operating Costs means the total of all amounts paid or payable by the Lessor in any one Accounting Period in direct connection with the Premises (other than the cost of extraordinary maintenance of the Premises or extraordinary maintenance of any plant and equipment of the lessor, or any structural works and other costs of a capital nature), including those for:

- (a) rates, charges and other levies payable to any Authority;
- (b) rates and charges payable to any Authority responsible for the provision or reticulation of water and/or sewerage and/or drainage services;
- (c) levies, contributions and/or other amounts payable to any Authority for or on account of fire protection services;
- (d) taxes (excluding income or capital gains tax), levies, imposts, deductions, charges, withholdings and duties imposed by the Authority;
- (e) land taxes or taxes in the nature of tax on land, computed on the taxable value of the Land at the rate which would be recoverable by the Lessor if the Land were the only land owned by the Lessor;
- (f) the cost of insurance premiums and other charges (including stamp duties) for insurance of the Premises against fire and such other risks determined by the Lessor (acting reasonably) including public liability insurance, and loss of all rents received from the Premises in an amount or amounts and for periods determined by the Lessor, but excluding consequential loss;
- (g) the costs of operating, supplying, maintaining, repairing and renovating of all services from time to time provided by the Lessor for the Lessee including all fees payable for the operation, maintenance, servicing and repair of Appurtenances (to the extent that the Lessee is not required to carry of that maintenance service and repair);
- (h) the costs of the provision of security and/or caretaking services to the Premises;
- (i) the costs of gardening and landscaping expenses of the Premises;
- (j) the costs of managing, controlling and administering the Premises and the collection of Rent, management and administration equivalent to 2.5% of the Rent per annum plus GST;
- (k) providing, maintaining and repairing signs, directory boards and information systems; and
- (l) audit fees for the auditing of Operating Costs and Operating Costs reconciliations.

All such Operating Costs will be calculated on an accrual and pre-payment basis and to that end will be deemed to have been paid at a time when the obligation to pay, debit or charge the same arose, despite the actual date of payment and any such outgoings, costs and expenses which are assessed at intervals or for periods other than a period of twelve (12) months or which may vary during each Accounting Period shall be apportioned by the Lessor in so far as may be necessary to calculate the Operating Costs for such period.

Option Term means the period specified in Item 7 of the Reference Schedule.

Permitted Use means the use specified in Item 6 of the Reference Schedule.

[Title Reference: 12581030 & 12534110]

Premises means the whole of the Land and includes the Building, all internal partitions, ceilings, Appurtenances, floor coverings, fixtures and fittings contained in or about the Premises but does not include the Lessee's Fixtures.

Redecorate includes:

- (m) washing down the whole of the interior and exterior of the Building including all partitions and additions made to the Building;
- (n) treating as previously treated all external and internal surfaces of the Building by painting, staining, polishing or otherwise to a specification reasonably approved by the Lessor; and
- (o) replacing all carpet and/or floor tiles which, in the reasonable opinion of the Lessor, are worn or damaged and in need of replacement.

Reference Schedule means the schedule to the Lease bearing that heading.

Rent means an annual sum specified in Item 4 of the Reference Schedule, as varied from time to time in the Lease.

Rent Review Schedule means the schedule to the Lease bearing that heading.

Rental Year means each separate year of the Term or (if applicable) the Option Term, the first of such Rental Years commencing on the Date of Commencement and each subsequent Rental Year commencing on the corresponding day of each succeeding year.

Requirements means any notices, orders, directions, requirements, statutes, ordinances, proclamations, regulations, schemes, permits, by-laws or other regulatory requirements present or future affecting or relating to the Premises or the use of the Premises irrespective of whether the Requirement is addressed to the Lessor, the Lessee or any other person.

Review Date means the first day of the second and each subsequent Rental Year of the Term or (if applicable), the first day of the first and each subsequent Rental Year of the Option Term.

Security Deposit means a cash payment equal to the amount in Item 11 of the Reference Schedule.

Services includes all services to the Premises or to the Lessee in connection with the Premises including electricity, gas, oil, fuel, any other power (including light), telecommunications, water and drainage services.

Term means the period specified in Item 2 of the Reference Schedule commencing on the Date of Commencement.

2. INTERPRETATION

In this Lease, unless the context otherwise requires:

- (a) a reference to a statute, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them occurring at any time before or after the Date of Commencement;
- (b) words importing:
 - (i) the singular include the plural and vice versa; and
 - (ii) any gender includes the other genders;
- (c) any covenant to be observed by two (2) or more persons is deemed to bind them jointly and each of them severally;

[Title Reference: 12581030 & 12534110]

- (d) if a word or phrase is defined cognate words and phrases have corresponding definitions;
- (e) a reference to all parties, clauses, schedules or annexures shall, unless otherwise provided, be to the parties for the time being to this Lease and to the clauses, schedules or annexures of or to this Lease;
- (f) the headings are inserted in this Lease for convenience only and do not affect the interpretation;
- (g) a reference to a month is a calendar month; and
- (h) if the word “including” or “includes” is used, the words: “without limitation” are deemed to immediately follow.

3. EXCLUSION OF IMPLIED COVENANTS

The covenants, powers and provisions (if any) implied in leases by virtue of any law are not negated but will be deemed to be modified (where so permitted) to the extent of any inconsistency with the provisions of this Lease.

4. TERM AND HOLDING OVER

4.1 Term

The Lessor leases the Premises to the Lessee for the Term subject to the provisions of this Lease.

4.2 Holding Over

- (a) If the Lessee continues to occupy the Premises after expiry of the Term or (if applicable) the Option Term, with the Lessor’s approval, it does so under a tenancy for a fixed term of one month and then from month to month:
 - (i) which either party may terminate on one (1) month’s notice in writing ending on any day; and
 - (ii) at a rent which is one twelfth of the Rent.
- (b) Subject to sub-clause (a), the monthly tenancy is on the same terms as this Lease except for those changes which:
 - (i) are necessary to make the Lease appropriate for a monthly tenancy.

5. RENT AND RENT REVIEWS

5.1 Payment of Rent

The Lessee will pay to the Lessor (including by way of periodic bank transfer if the Lessor so requires and excluding direct debit) in each Rental Year the Rent by equal monthly instalments in advance on the first day of each month, without set-off, counter-claim, withholding or deduction.

5.2 Broken Periods

In the case of any broken period of less than one (1) month the Lessee will, on the first day of each broken period, pay an amount ascertained by multiplying the number of days in the broken period by the Rent for the Rental Year of which it forms part and dividing the result by the number of days in the Rental Year.

5.3 Rent Reviews

The Rent will be reviewed at each Review Date and calculated and determined in the manner specified in the Rent Review Schedule.

[Title Reference: 12581030 & 12534110]

5.4 Delay in Calculating Rent

If there is any delay in calculating the Rent for any Rental Year the Lessee will continue to pay monthly instalments on account of the Rent at the same monthly rate at the end of the Rental Year last concluded and any necessary adjustment will be made within one (1) month of determining the Rent for the relevant Rental Year.

6. OPERATING COSTS AND OTHER CHARGES

6.1 Payment of Operating Costs

- (a) The Lessee must pay to the Lessor in each Accounting Period an amount equal to the Operating Costs for that Accounting Period.
- (b) To the extent that any component of Operating Costs is not separately assessed in respect of the Premises the Lessee will pay or reimburse to the Lessor that portion of the relevant Operating Costs which the area of the Premises bears to the total area of the land which is the subject of the relevant Operating Costs.
- (c) The Lessor must furnish to the Lessee prior to the commencement of the Lease and thereafter each Accounting Period to which the estimate is to relate an estimate of the Operating Costs recoverable from the Lessee and the Lessee must pay such estimated amounts to the Lessor by equal periodic payments in advance on the first day of each month. As soon as reasonably practicable and within six (6) months after the end of each Accounting Period the Operating Costs for that Accounting Period will be calculated and an adjustment will be made between the Lessor and the Lessee by payment of any deficiency by the Lessee to the Lessor or the refunding or crediting of any excess by the Lessor to the Lessee as the case may require. If not so prepaid and subject to this clause 6.1, the Lessee must, upon demand, pay or reimburse to the Lessor the Operating Costs once amounts have been calculated or paid by the Lessor as the case requires.
- (d) Following provision by the Lessor of the calculated Operating Costs for an Accounting Period under clause 6.1(c), the Lessee may review all invoices and receipts associated with the Operating Costs for the Accounting Period. If the Lessee, acting reasonably, determines that any Operating Costs have not been properly and reasonably incurred, an adjustment will be made between the Lessor and Lessee by the refunding or crediting of any excess by the Lessor to the Lessee.
- (e) If the Term commences on a day other than the first day of a month or if this Lease is determined (whether by effluxion of time or otherwise) on a day other than a last day of a month, the Lessee will pay to the Lessor in respect of such broken period on the first day of such broken period a proportionate part of the Operating Costs calculated by multiplying the Operating Costs by the number of days in the broken period and dividing by three hundred and sixty-five (365).

6.2 Charges for Utilities

The Lessee will pay all charges for electricity, gas, water, oil and any other source or type of energy or fuel, telephone and other utilities and services to or from the Premises.

6.3 Charges Relating to the Lessee's Business

The Lessee must pay all amounts which are assessed, charged or imposed upon or in respect of or by virtue of the Lessee's business or the Lessee's occupancy of the Premises and whether assessed against the Lessor or the Lessee. If assessed against the Lessee such amounts will be paid by the Lessee to the relevant Authority by the due date for payment and if assessed against the Lessor will be paid to the Lessor upon demand.

6.4 Special Services

The Lessee will pay to the Lessor, upon demand, the amount of any additional or unusual costs, charges and expenses incurred by the Lessor at the request of the Lessee in having the alterations, repairs or maintenance

[Title Reference: 12581030 & 12534110]

to the Premises or to any services to the Premises or the Appurtenances effected outside the normal working hours of tradesmen concerned or in providing any special, additional or unusual services for the Lessee.

6.5 Goods and Services Tax

- (a) In this clause:
- (i) GST means GST within the meaning of the GST Act;
 - (ii) GST Act means "A New Tax System (Goods and Services Tax) Act 1999" as amended, or if that Act does not exist for any reason, means any Act imposing or relating to the imposition or administration of a goods and service tax, consumption tax, value-added tax, retail turnover tax or tax of a similar nature;
 - (iii) Input Tax means an amount equal to the amount of GST paid or payable for the supply of any thing acquired;
 - (iv) Primary Payment means any payment by the Lessee to the Lessor of any Rent, Operating Costs or other amount payable by the Lessee to the Lessor under this Lease;
 - (v) Tax Invoice means an invoice in the format required by the GST Act and which also shows the amount of GST payable by the Lessor in respect of the relevant Primary Payment; and
 - (vi) expressions used in this clause 6.5 have the meanings given to them in the GST Act.
- (b) All Primary Payments specified in this Lease are exclusive of GST.
- (c) If the Lessor is liable by law for any GST on any Primary Payment, the Lessee must pay to the Lessor the amount of the GST.
- (d) The Lessee must pay to the Lessor an amount in respect of any GST that the Lessee is required to pay under this Lease:
- (i) at the same time; and
 - (ii) in the same manner,
- as the Lessee is required to pay the Primary Payment in respect of which the GST relates.
- (e) As a precondition of any payment of an amount in respect of GST by the Lessee in respect of Rent and Operating Costs, the Lessor must provide to the Lessee a Tax Invoice.
- (f) If the Lessor refunds to the Lessee any amount under this Lease, the Lessor must also refund to the Lessee an amount in respect of any GST that the Lessee paid to the Lessor in respect of that amount.
- (g) Despite any other provision of this Lease, if a Primary Payment due under this Lease is a reimbursement or indemnification by one party of any expense, loss or liability incurred or to be incurred by the other party, the Primary Payment shall exclude any GST forming part of the amount to be reimbursed or indemnified for which the other party can claim an Input Tax Credit.

6.6 Excess on Lessor's Insurance

The Lessee must pay to the Lessor upon demand all extra or excess premiums and other charges for insurances on the Premises required on account of extra risk caused by the Permitted Use or the Lessee's business or required by reason of the Lessee's default under this Lease.

[Title Reference: 12581030 & 12534110]

6.7 Costs of Lease

- (a) Each party is responsible for their own legal costs and outlays incidental to the preparation, negotiation and execution of this Lease.
- (b) The Lessee must upon demand pay to the Lessor or the Lessor's solicitors:
 - (i) all stamp duty on this Lease including fines and penalties except fines and penalties caused by any act or omission on the part of the Lessor;
 - (ii) all registration fees (if any) assessable against this Lease.

6.8 Costs of Re-Entry and Consents

The Lessee must upon demand pay to the Lessor the Lessor's reasonable and properly-incurred legal costs and disbursements in relation to:

- (a) the Lessee's default or breach under the provisions of the Lease;
- (b) the lawful determination or lawful attempted determination of the Lease;
- (c) the lawful re-entry or lawful attempted re-entry by the Lessor into the Premises;
- (d) the surrender of the Lease (including any stamp duties and registration fees thereon); and
- (e) any application for consent of the Lessor or the Lessor's mortgagee whether that consent is or is not granted;
- (f) any proceedings brought by the Lessor to enforce performance by the Lessee of the Lessee's Covenants; and
- (g) any litigation to which the Lessor is made a party commenced by or against the Lessee (other than litigation between the Lessor and the Lessee) and arising directly or indirectly out of the Lessee's use or occupation of the Premises.

The Lessor's legal costs will be calculated on a solicitor and own client basis.

6.9 Interest on Overdue Money

If the Lessee does not pay on time any amount payable by it under the Lease it must pay to the Lessor interest on that amount from when it becomes due for payment until it is paid. Interest is calculated at the rate of 12% per annum.

7. USE OF PREMISES

7.1 Permitted Use

The Lessee must not use the Premises or any part of them for any purpose other than for the Permitted Use.

7.2 No Warranty as to Use

- (a) The Lessor does not give any warranty of any kind that the Premises are suitable for the purposes for which the Lessee intends to use them. Any warranty in relation to the Premises which is implied by law is excluded to the extent that the law permits the warranty to be excluded.
- (b) The Lessee must do everything necessary for the Lessee to use the Premises lawfully, including obtaining the consent of any relevant Authority which may be required for the Lessee to carry on its business in the

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Premises and the failure of the Lessee to do so does not relieve the Lessee of its obligation to pay Rent and otherwise to observe the Lessee's Covenants.

- (c) The Lessee represents and warrants to the Lessor that the Lessee will not use the Premises to carry on a business involving the sale or hire of goods by retail or the provision of retail services within the meaning of the *Retail Shop Lease Act 1994* (Qld).

7.3 Compliance with Requirements

- (a) The Lessee must, at its own cost, punctually, fully and effectually comply with all Requirements.
- (b) The Lessee must:
 - (i) promptly give to the Lessor a copy of any notice received by the Lessee relating to the Premises or the Lessee's use of the Premises; and
 - (ii) pay to the Lessor on demand all reasonable costs incurred by the Lessor in complying with any Requirements.
- (c) The Lessee is not required by this clause to make any structural improvements or alterations or carry out extraordinary maintenance of the Premises or any plant and equipment of the Lessor except where they are rendered necessary as a consequence of:
 - (i) any act or omission on the part of the Lessee or the Lessee's Employees; or
 - (ii) the use of the Premises for the Permitted Use; or
 - (iii) the number or sex of persons employed by the Lessee at the Premises.

7.4 Positive Obligations

The Lessee must:

- (a) conduct the Lessee's business in a safe and proper manner;
- (b) inform the Lessor of damage to the Premises or of a faulty Service immediately it becomes aware of it;
- (c) observe maximum load weights throughout the Premises;
- (d) secure the Premises when they are unoccupied;
- (e) immediately notify the Lessor if the Lessee becomes aware of any threat to the Premises and comply with the Lessor's reasonable directions for the purpose of protecting property or persons on the Premises;
- (f) take, from time to time, all reasonable precautions to keep the Premises free of rodents, termites, insects, vermin and other pests;
- (g) at the Lessee's own expense, regularly clean the interior and exterior of the Premises including the exterior plate glass to the reasonable satisfaction of the Lessor and keep the Premises free from rubbish and dirt and store all trade waste refuse and garbage in proper receptacles in the areas designated for the purpose and arrange for the regular removal of same from the Premises;
- (h) promptly, when asked by the Lessor (acting reasonably), do everything necessary to enable the Lessor to exercise its rights under this Lease; and
- (i) ensure that the Lessee's Employees comply with the Lessee's Covenants as are applicable to them and the obligation of proving that an obligation is not applicable to them will rest with the Lessee.

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7.5 Negative Obligations

The Lessee must not:

- (a) carry on, in or on the Premises any noxious or offensive act, trade, business, occupation or calling nor do any act or thing which is or may become an annoyance, nuisance, grievance or disturbance to any occupier or owner of any adjacent premises;
- (b) alter or interfere with the Appurtenances, use them for any purpose other than those for which they were constructed or provided or remove them from the Premises;
- (c) do anything to overload, block or interfere with the Services nor use them for anything other than their intended purpose;
- (d) put up signs, advertisements, lights, blinds, awnings, antennae or receiving dishes without the prior written approval of the Lessor which will not be unreasonably withheld including where the Lessee obtains any necessary approval of an Authority;
- (e) hole, mark or damage any of the floors, walls, ceilings, partitions or other parts of the Premises except so far as may be necessary for the erection of approved signs, notices, advertisements, blinds, awnings, etc;
- (f) store or use inflammable, volatile or explosive substances on the Premises except where the substances are required for the Permitted Use for the Lessee's business and in that case the Lessee must promptly notify the Lessor and comply with all relevant Requirements and the requirements of any Authority and the Lessor's insurer in respect of such storage or use;
- (g) affix nor attach anything to any wall of the Premises causing any wall to be overloaded without the Lessor's prior written approval which approval may be given subject to any conditions the Lessor sees fit but otherwise will not be unreasonably withheld;
- (h) hold or permit to be held any auction, bankruptcy or fire sale in the Premises;
- (i) keep any animal or bird on the Premises; and
- (j) do anything or omit to do something on the Premises or bring to or keep anything in the Premises whereby any policy of insurance relating to the Premises may be rendered void or voidable, or in the case of any policy held by the Lessor, the Lessee has knowledge of, or ought reasonably to know that the conduct would render the insurance void or voidable.

7.6 Signage

- (a) For the purpose of Clause 7.5(d) the Lessor will grant its consent to a request by the Lessee to erect signage where that signage is:
 - (i) limited to the Lessee's trading name, a short description of the business that the Lessee conducts from the Premises and the Lessee's trade mark or insignia;
 - (ii) of a size that is reasonable taking into account the nature and location of the Premises;
 - (iii) in a style substantially similar to signed on other leased premises in the Building;
 - (iv) with painted or plastic characters that are not moving, flashing or animated;
 - (v) the Lessee has obtained all necessary approvals (including but not limited to approval of any Authority) and provide copies of those approvals to the Lessor upon request.
- (b) Any signs or notices erected or installed by the Lessee shall be maintained by the Lessee in good repair and condition and shall be removed by the Lessee in accordance with Clause 8.7(c) on expiry or earlier termination of this Lease.

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- (c) The Lessor grants the Lessee exclusive signage and naming rights to the Premises at no additional cost to the Lessee. The Lessee is responsible for the necessary consents from any Authorities.

8. MAINTENANCE REPAIR AND INSPECTION OF PREMISES

8.1 Maintenance and Repair

The Lessee must, at its own expense:

- (a) keep the whole of the Premises and the Lessee's Fixtures in good and tenantable repair, order and condition, subject to fair wear and tear and damage by fire, lightning, storm, tempest, earthquake, explosion, riot, civil commotion, act of God or war;
- (b) promptly make good any breakage, defect or damage to the Premises or the Services occasioned by want of care, misuse or abuse on the part of the Lessee or the Lessee's Employees or otherwise occasioned by any breach or default of the Lessee's Covenants;
- (c) promptly replace all broken exterior plate glass or other windows with glass of similar quality;
- (d) promptly repair and replace all damaged or broken heating, lighting, electrical equipment (including light globes and fluorescent tubes);
- (e) promptly repair leaking taps and cisterns and clear blocked pipes within the Premises;
- (f) keep and maintain any signs or advertisements painted or erected or affixed to the Premises in good repair and of good appearance; and
- (g) make good any damage caused to adjoining premises by any action of the Lessee or the Lessee's Employees.

For the avoidance of doubt, this clause 8.1 does not require the Lessee to undertake any capital or structural repairs or replacement works to the Premises that arise due to a fixture or fitting reaching the end of its working life, except to the extent that requirement is inconsistent with clauses 8.8 and 8.9, in which case, those clauses 8.8 and 8.9 will prevail.

8.2 Redecorate – INTENTIONALLY DELETED

8.3 Air-Conditioning Equipment

The Lessee must:

- (a) at the expense of the Lessee, regularly service and maintain the Air-Conditioning Equipment in accordance with the manufacturer's recommendation with a suitably qualified and licensed contractor; and
- (b) upon request from time to time produce to the Lessor evidence of compliance with clause 8.3(a).

8.4 Mechanical Equipment

The Lessee must:

- (a) maintain and repair the Mechanical Equipment;
- (b) at the expense of the Lessee, regularly service and maintain the Mechanical Equipment in accordance with the manufacturer's recommendation with a suitably qualified and licensed contractor; and

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- (c) upon request from time to time produce to the Lessor evidence of compliance with clauses 8.4(a) and (b).

8.5 Fire Equipment

If required by the Lessor, the Lessee must:

- (a) at the expense of the Lessee, service and maintain any Fire Equipment which services the Premises exclusively in accordance with the manufacturer's recommendation with a suitably qualified and licensed contractor; and
- (b) upon request from time to time produce to the Lessor evidence of compliance with clause 8.5(a).

8.6 External Areas

The Lessee must maintain all areas outside the Building in good order and condition by:

- (a) weeding all gardens and areas (including in and around the drains and hardstand);
- (b) mowing all lawns and keeping them neat and tidy (including the nature strip); and
- (c) generally maintaining the grounds neat and free from rubbish.

8.7 Lessee's Works

- (a) The Lessee must not make any alterations or additions to the Premises without the prior written approval of the Lessor and of each Authority whose approval is necessary to enable the work to be lawfully carried out.
- (b) The Lessor may withhold approval in its discretion if the Lessee wishes to carry out structural building work. The Lessor must not unreasonably withhold or delay its approval if the Lessee wishes to carry out works which are not structural.
- (c) The Lessee must give the Lessor plans and specifications for the proposed work and pay any reasonable fees charged by the Lessor's architect for advising on them.
- (d) The Lessee must undertake the work in accordance with the Requirements of any Authority.
- (e) If required by the Lessor, the Lessee must reinstate the Premises to its former condition on expiry or earlier termination of this Lease.

8.8 Repair at end of Lease

- (a) The Lessee must:
- (i) give the Premises back to the Lessor in good repair and working order and ensure that the Premises are clean and free from rubbish;
 - (ii) make good any damage then existing to the Premises to comply with this clause to the reasonable satisfaction of the Lessor subject only to reasonable wear and tear; and
 - (iii) remove any signs displayed on the Premises and make good any damage caused by the installation of signs or their removal to the reasonable satisfaction of the Lessor.
- (b) Notwithstanding any other provisions of this lease, the Lessee is not required to reinstate any Services or the ceiling to its original layout.

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8.9 Removal of Lessee's Fixtures

- (a) The Lessee must take the Lessee's Fixtures away from the Premises by the time the Lease ends.
- (b) The Lessee must not damage the Premises by the removal and must immediately make good any damage to the reasonable satisfaction of the Lessor.
- (c) If any Lessee's Fixtures are not removed from the Premises as at the expiration of the Lease, the Lessee will be permitted 21 days after the expiry date of the Lease to remove the remaining Lessee's Fixtures. Any Lessee's Fixtures which are not removed by that date will become the property of the Lessor.
- (d) The Lessor may, at the expense of the Lessee, remove and dispose of the Lessee's Fixtures if the Lessee does not take them away.

9. INSURANCES

9.1 Lessee's Insurance

The Lessee must:

- (a) insure against public liability in relation to the Premises for a sum not less than the sum specified in Item 8 of the Reference Schedule for a single claim or for another minimum sum that the Lessor may reasonably require;
- (b) insure all plate and other glass on the Premises against breakages;
- (c) insure the Lessee's Fixtures for a sum equal to the full replacement value; and
- (d) have other insurances which are required by law.

9.2 Policy

- (a) The Lessee must:
 - (i) effect each policy (or ensure that each policy is effected) with an insurer of good repute and apparent sound financial backing; and
 - (ii) give the Lessor a Certificate of Currency issued by the insurer before the Date of Commencement and before each renewal date of the policy or at any other time notified by the Lessor to the Lessee in writing provided that it is not more than once in any twelve (12) month period.
- (b) So long as the Lessee is Specialist Wholesalers Pty Ltd ACN 163 280 279 or a related body corporate, the insurance required to be held under this clause 9 may form part of a global insurance policy in the name of Bapcor Limited ACN 153 199 912.

9.3 Lessor's Interest

Any policy effected by the Lessee in respect of the risks specified in clause 9.1(a) must:

- (a) be effected in the name of the Lessee noting the interest of the Lessor as owner of the Land (unless clause 9.2(b) applies, in which case the Lessor is not required to be noted on the policy, however, the property address or jurisdiction of the Premises must be noted so that it can reasonably be concluded that the Premises is covered by the policy); and
- (b) indemnify the Lessor against actions, suits, claims and demands of any kind arising from an act, omission, neglect, breach or default of or by the Lessee or the Lessor in or about the Premises.

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9.4 Fire Regulations

The Lessee must:

- (a) comply with insurance, sprinkler and fire alarm regulations; and
- (b) pay to the Lessor the cost of any alterations to the sprinklers or fire alarm installations which may become necessary by reason of the Lessee's specific use of the Premises, the non-compliance by the Lessee with the regulations of any Authority, the requirements of the Insurance Council of Australia or of the Lessor's insurer.

10. RELEASE AND INDEMNITY

10.1 Release of Lessor

The Lessee will occupy and use the Premises at the risk of the Lessee and releases to the full extent permitted by law the Lessor for liability or loss arising from and costs incurred in connection with:

- (a) damage, loss, injury or death unless it is caused by the negligence of the Lessor;
- (b) anything the Lessor is permitted or required to do under this Lease;
- (c) a Service not being available, being interrupted or not working properly; and
- (d) the negligent use, misuse, waste or abuse by the Lessee or by the Lessee's Employees of any Services to the Premises,

except to the extent that such liability or loss is caused by the act, omission, default or negligence of the Lessor or the Lessor's Employees.

10.2 Indemnity

The Lessee is liable for and indemnifies the Lessor against any liability or loss and any costs which are caused by or contributed to (to the extent of such contribution):

- (a) damage, loss, injury or death caused or contributed to (to the extent of such contribution) by the act, negligence or default of the Lessee or of the Lessee's Employees;
- (b) the overflow or leakage of water (including rain water) in or from the Premises caused or contributed to (to the extent of such contribution) by the act, negligence or default of the Lessee or the Lessee's Employees;
- (c) the loss, damage or injury from any cause whatsoever to property or person caused or contributed to (to the extent of such contribution) by the use of the Premises by the Lessee even though the use may be within the scope of the Permitted Use;
- (d) any breach of this Lease by the Lessee including any failure by the Lessee to fully and effectually comply with the Lessee's Covenants; and
- (e) the Lessor doing anything which the Lessee must do under this Lease but has not done or has not, in the reasonable opinion of the Lessor, done properly

except to the extent that such liability or loss is caused by the act, omission, default or negligence of the Lessor or the Lessor's Employees.

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10.3 Independent Indemnities

Each indemnity is independent from the Lessee's other obligations and continue during this Lease and after it expires or is terminated. The Lessor may enforce an indemnity before incurring expense.

10.4 Condition of Lessor's Liability

In the case of remedial breach the Lessor will not be or be deemed to be in default under this Lease unless the Lessee has given the Lessor written notice of the breach and the Lessor has failed, within a reasonable time, to take proper steps to rectify the breach.

11. ASSIGNMENT, SUBLETTING AND MORTGAGING

11.1 No Assignment, Subletting etc

The Lessee must not:

- (a) assign this Lease;
- (b) give a sub-lease, license or concession; or
- (c) part with possession of the whole or part of the Premises,

without the prior written consent of the Lessor.

11.2 Consent

The Lessor may not unreasonably withhold its consent to an assignment or sub-lease if:

- (a) in the event of a proposed assignment, the proposed assignee is a respectable and responsible person of sound financial standing and has relevant business skills and experience to meet the obligations of the Lessee under this Lease, the onus of satisfying the Lessor in respect of those criteria being on the Lessee;
- (b) in the event of a proposed sub-lease, the proposed sub-lessee is a respectable and responsible person and has relevant business skills and experience to meet the obligations of the Lessee under this Lease, as applicable to the sub-lessee, the onus of satisfying the Lessor in respect of those criteria being on the Lessee;
- (c) all Rent, Operating Costs and all other money payable by the Lessee then due has been paid and there is no existing unremedied breach of the Lessee's Covenants;
- (d) the proposed assignee or sub-lessee enters into a deed with the Lessor containing a covenant that the assignee or sub-lessee will comply with the Lessee's Covenants and that deed is prepared by the Lessor's solicitors at the cost of the Lessee; and
- (e) in the case of an assignee or sub-lessee which is a corporation, the Lessee procures execution of any guarantee required by the Lessor under clause 11.3.

The Lessor may withhold its consent in its discretion if the proposed assignee proposes to change the use of the Premises or the Lessee proposes to sublet only part of the Premises.

11.3 Corporate Assignee or Sub-Lessee

- (a) If the assignee or sub-lessee is a corporation, the shares in which are not quoted on any stock exchange in Australia, it may be a term of the Lessor's consent to an assignment or sub-letting that the directors and/or shareholders of that corporation guarantee to the Lessor the observance and performance by the assignee or sub-lessee of the Lessee's Covenants including payment of all Rent, Operating Costs and other moneys payable by the Lessee under this Lease.

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- (b) If the assignee or sub-lessee is a subsidiary of a corporation the shares in which are not quoted on any stock exchange in Australia, it may be a term of the Lessor's consent to an assignment or sub-letting that the holding corporation guarantees to the Lessor the observance and performance by the assignee or sub-lessee of the Lessee's Covenants including payment of Rent, Operating Costs and other moneys payable by the Lessee under this Lease.
- (c) The guarantee will be in a form required by the Lessor and will be prepared by the Lessor's solicitors at the cost of the Lessee.

11.4 Continuing Obligations

- (a) The covenants and agreements on the part of any assignee will be supplementary to the Lessee's Covenants and will not, in any way, relieve or be deemed to relieve the Lessee from the Lessee's Covenants, subject to the conditions precedent being satisfied by the Lessee in accordance with any deed of consent to assignment of the Lease and on terms and conditions reasonably required by the Lessor to affect the assignment.
- (b) The covenants and agreements on the part of any sub-lessee will be supplementary to the Lessee's Covenants and will not, in any way, relieve or be deemed to relieve the Lessee from the Lessee's Covenants.

11.5 Change in Control of Lessee

If:

- (a) the Lessee is a company which is not a company listed on the Australian Stock Exchange; and
- (b) there is a proposed change in the shareholding of the Lessee or any company of which the Lessee is a subsidiary so that a different person or group of persons will control the composition of the board of directors or more than fifty per cent (50%) of the shares giving a right to vote at General Meetings,

then the Lessee may not make that change unless it obtains the Lessor's approval and complies with clause 11.2 as if the person or group of persons acquiring control were a proposed new assignee.

11.6 Lessor's Costs

If the Lessee applies to the Lessor for the Lessor's consent under this clause 11, the Lessee must pay to the Lessor all reasonable and proper professional and other costs and expenses incurred by the Lessor of and incidental to any reasonable and proper enquiry made by or on behalf of the Lessor as to the financial standing of the proposed assignee or sub-lessee.

11.7 Mortgage

The Lessee must not mortgage, charge or otherwise encumber the Lessee's estate or interest under the Lease.

11.8 Related Body Corporate

- (a) The Lessor consents to and will do everything reasonably necessary to affect any sublease or licence of the Premises or part of the Premises of this Lease to a subsidiary of Bapcor Limited ACN 153 199 912 or a related body corporate (as that term is defined in the Corporations Act 2001).
- (b) This clause 11.8 applies so long as the Lessee is Specialist Wholesalers Pty Ltd ACN 163 280 279 or a related body corporate.

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12. LESSOR'S COVENANTS

12.1 Quiet Enjoyment

If the Lessee pays the Rent and duly and punctually observes and performs the Lessee's Covenants the Lessee may peacefully possess and enjoy the Premises without any interruption or disturbance from the Lessor or any other person or persons lawfully claiming by it from or under the Lessor except where an interruption or disturbance results from the exercise by the Lessor of any right of the Lessor in this Lease expressly or impliedly conferred.

12.2 Rates and Taxes

The Lessor will pay such rates and taxes assessed on or in respect of the Premises as are not required by this Lease to be paid by the Lessee.

12.3 Structure and Services

(a) The Lessor must, at its own cost, repair and maintain the structure of the Building (including without limitation the roof and exterior walls) and keep the same in a wind and water tight condition. The Lessor must promptly rectify any defects in the Building.

12.4 Capital and Structural Works and Repairs

The Lessor must, at its cost, carry out any repairs and replacement of any of the Lessor's property, Premises, Services and Building which arise due to a fixture or fitting reaching the end of its working life or all structural and capital repairs and replacements, excluding any fitout installed by the Lessee and the fitout installed by a predecessor to the Lessee (being IVECO TRUCKS AUSTRALIA LTD ACN 004065061).

12.5 Lessor Insurance

The Lessor must insure the Building (but excluding all additions to the Premises carried out by any predecessor to the Lessee (being IVECO TRUCKS AUSTRALIA LTD ACN 004065061), the Lessee and the Lessee's Fixtures) for its full replacement value and unless the insurance becomes void or voidable through or by reason of clause 7.5(j), keep it insured throughout the Term. The Lessor must provide to the Lessee a current certificate of currency for this insurance on written request from the Lessee but not more than once each year.

13. DEFAULT

13.1 Essential Terms

The following obligations of the Lessee are essential terms of the Lease:

- (a) to pay Rent (clause 5.1);
- (b) to pay Operating Costs (clause 6.1);
- (c) to pay GST (clause 6.5);
- (d) to use the Premises only for the Permitted Use (clause 7.1);
- (e) to comply with Requirements (clause 7.3);
- (f) to maintain and repair (clause 8.1);
- (g) not to make alterations (clause 8.6);
- (h) to insure (clause 9.1);

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- (i) not to assign, sub-let or mortgage (clauses 11.1 & 11.7); and
- (j) to provide and maintain the Security Deposit or Bank Guarantee (clause 23).

13.2 Lessor's Right to Terminate

The Lessor may (after first giving any notice of not less than 14 days) terminate the Lease by re-entry or by giving the Lessee notice if:

- (a) the Lessee repudiates its obligations under the Lease; or
- (b) the Lessee does not comply with an essential term of the Lease; or
- (c) the Lessee is in breach of a Lessee's Covenant (which is not an essential term) and in the Lessor's reasonable opinion:
 - (i) the non-compliance can be remedied but the Lessee does not remedy it within a reasonable time after the Lessor gives the Lessee notice to remedy it;
 - (ii) the non-compliance cannot be remedied or compensated for; or
 - (iii) the non-compliance cannot be remedied but the Lessor can be compensated and the Lessee does not pay the Lessor compensation for the breach within a reasonable time after the Lessor gives the Lessee notice to pay it;
- (d) an Insolvency Event occurs.

13.3 Reduction of Term to monthly tenancy

If the Lessor is entitled to re-enter the Premises or terminate this Lease, the Lessor may by notice, convert the unexpired portion of the Term into a monthly tenancy on the conditions set out in clause 4.2.

13.4 Damages

- (a) If the Lessor validly terminates the Lease under clause 13.2, the Lessee indemnifies the Lessor against any liability or loss arising and any costs incurred (whether before or after termination), in connection with:
 - (i) the Lessee's breach of the Lease; or
 - (ii) the termination of the Lease,including the Lessor's loss of the benefit of the Lessee performing the Lessee's Covenants from the date of termination until expiry of the Lease.
- (b) Without limiting the Lessor's rights under sub-clause (a) of this clause 13.4 and without prejudice to any other right or remedy, the Lessor may recover the difference between the aggregate of Rent, Operating Costs and other money payable by the Lessee for the unexpired residue of the Term less any amount the Lessor obtains, or could in the Lessor's opinion reasonably be expected to obtain by observing clause 13.5.
- (c) The Lessor's entitlement to recover damages from the Lessee will not be affected or limited by any one or more of the following:
 - (i) if the Lessee abandons or vacates the Premises;
 - (ii) if the Lessor elects to re-enter or to terminate the Lease;
 - (iii) if the Lessor accepts the repudiation;

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(iv) if the party's conduct constitutes a surrender by operation of law.

13.5 Lessor to Mitigate

The Lessor must take reasonable steps to mitigate its loss if the Lease is terminated.

13.6 Removal of Lessee's Fixtures

- (a) If the Lessor becomes entitled to re-enter the Premises, the Lessee must, within twenty-one (21) days after receiving written notice from the Lessor to do so, immediately remove all of the Lessee's Fixtures from the Premises.
- (b) If the Lessee fails to remove the Lessee's Fixtures following the twenty-one (21) day period the Lessor may:
 - (i) remove them at any time and store or sell them at the cost of the Lessee, and; or
 - (ii) treat them as being abandoned in which case they will become the property of the Lessor.

14. TERMINATION OR ABATEMENT ON DAMAGE OR RESUMPTION

14.1 Full Abatement

If the whole or any part of the Premises are destroyed or damaged and as a result the Premises are unusable or inaccessible then the Lessee is not liable to pay Rent or any amount payable to the Lessor for Operating Costs or other charges payable to the Lessor for the period that the Premises cannot be used or are inaccessible.

14.2 Partial Abatement

- (a) If the Premises are still usable but the usability is diminished because of the damage, the Lessee's liability to pay Rent and amounts for Operating Costs is reduced in proportion to the reduction in usability.
- (b) Notwithstanding any other provision of this Lease, if the lessor fails to maintain the structure of the Building in a wind and watertight condition then the Lessee's liability to pay Rent shall abate for the period five (5) Business Days after the Lessee gives notice in writing to the Lessor until the necessary repairs are undertaken and the Lessee is able to utilise that part of the Premises affected.
- (c) The Lessee is not obliged to clean, repair or maintain the Premises (or part of the Premises) until the Premises are deemed fit for use and are accessible by the Lessee.

14.3 Termination if Reinstatement not Proposed

If the Lessor gives the Lessee a notice that the Lessor considers that the damage is such that repairing it is impractical or undesirable, then the Lessor or the Lessee may terminate this Lease by giving not less than three (3) months' notice to the other and no compensation is payable for that termination.

14.4 Termination if Reinstatement not Timely

If the Lessor does not repair the damage within a reasonable time after the Lessee gives the Lessor a notice asking it to do so, the Lessee may terminate this Lease by giving two weeks' notice to the Lessor.

14.5 Lessor's Rights Not Affected

This clause 14 does not affect any rights the Lessor may have if:

- (a) the damage is caused or contributed to by; or

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- (b) rights under an insurance policy in connection with the Premises are prejudiced or a policy is cancelled or payment of a premium or claim is refused by the insurer because of;

the act, negligence or default of the Lessee or the Lessee's Employees. In either of those events clauses 14.1 and 14.2 will not apply.

14.6 No Obligation to Rebuild

The Lessor has no obligation to rebuild the Premises or any part of the Premises or make them fit for occupation.

14.7 Resumption

The Lessor or the Lessee may terminate the Lease (without compensation from either party) by written notice to the other if the Premises or any part of the Premises is taken for public purposes by a competent Authority so as to render the Premises substantially unfit for occupation by the Lessee or substantially inaccessible.

15. ENVIRONMENTAL COVENANT

15.1 Lessee's Obligations

If after the Date of Commencement as a consequence of:

- (a) the Lessee's particular use of the Premises; or
(b) the Lessee's negligence or act or omission,

any of the following occurs:

- (c) there is a breach of any Environmental Law relating to the Premises; or
(d) the Premises become affected by any Contamination,

the Lessee must, at its own expense, as soon as reasonably possible, remove the Contamination and do anything else necessary to comply with all Environmental Laws relating to the Premises. The Lessee's obligations under this clause continue after the expiration or sooner determination of the Lease until all Contamination caused by the Lessee has been removed from the Land and all Environmental Laws (applicable to the Lessee) complied with.

15.2 Indemnity

The Lessee must fully indemnify and keep indemnified the Lessor against any liability, damages, loss, costs and expenses incurred or suffered by the Lessor by reason of a breach by the Lessee under this clause 15. For the avoidance of doubt, this indemnity does not apply to the extent that the Lessor, its employees, agents or contractors have caused or contributed to the breach of clause 15.

16. RENEWAL

16.1 Option to Renew

If the Lessee wishes to take a lease of the Premises for the Option Term after the expiration of the Term and:

- (a) not less than three (3) months prior to expiry of the Term gives written notice to the Lessor to that effect;
(b) as at the date of the Lessee giving notice under clause 16.1(a), there is no subsisting breach by the Lessee of the Lessee's Covenants of which it has received written notice;
(c) as at the date of expiry of the Term there is no subsisting breach by the Lessee of the Lessee's Covenants,

[Title Reference: 12581030 & 12534110]

then the Lessor will grant to the Lessee a lease of the Premises for the Option Term (**new lease**) on the following conditions:

- (d) the new lease will commence on the date next following expiry of the Term;
- (e) the Rent for the Option Term will be determined in accordance with clause 16.2;
- (f) the terms and conditions of the new lease will be the same as the Lease except this clause 16.1 will be deleted;
- (g) the Lessee and Lessor shall each pay their own legal costs and outlays of and incidental to the grant of the new lease, however the Lessee must pay the registration costs of the instrument of amendment or new lease; and
- (h) after the Lessee has effectively exercised its option and the Rent has been determined, the parties (together with any Guarantor) must, within a reasonable time, sign either an instrument of amendment under section 67 of the Land Title Act 1994 or a new lease (at the Lessor's discretion), prepared by the Lessor's solicitor.

16.2 Determination of Rent

- (a) The Rent for the first Rental Year of the Option Term will be the market rent of the Premises as at the commencement of the Option Term as determined pursuant to clause 2 of the Rent Review Schedule.
- (b) The Rent for the second and subsequent Rental Years of the Option Term will be adjusted in accordance with clause 1 of the Rent Review Schedule.

16.3 New Guarantee

If at the date of exercise of the option contained in clause 16.1 the obligations of the Lessee under the Lease are the subject of a guarantee and indemnity required under clause 24 of this Lease (**guarantee**), the Lessee must:

- (a) procure the persons who provided the guarantee to provide another in respect of the relevant option lease on the same terms apart from necessary changes;
- (b) produce the properly executed, valid and enforceable guarantee to the Lessor within thirty (30) days after the Lessor provides to the Lessee the documentation for the new guarantee for the Option Term.

The time limit referred to in sub-paragraph (a) is essential. If the Lessee fails to comply with the time limit the Lessor may terminate the new lease by notice in writing to the Lessee.

17. LESSOR'S ADDITIONAL RIGHTS

17.1 Right to Enter

- (a) The Lessor may enter the Premises at reasonable times on reasonable notice (being at least two (2) Business Days' notice) to see if the Lessee is complying with its obligations under this Lease or to do anything the Lessor must or may do under this Lease or to view the condition of the Premises generally.
- (b) If the Lessor decides (acting reasonably) there is an emergency, the Lessor may enter at any time without notice however must provide written notice to the Lessee as soon as reasonably practicable after the Lessor has attended to the emergency.
- (c) The Lessor must (if requested by the Lessee) be accompanied by a representative of the Lessee when exercising its rights under this clause 17.1(a).

[Title Reference: 12581030 & 12534110]

17.2 Lessor may Rectify

After giving the Lessee reasonable written notice of what is to be done, the Lessor may do anything which the Lessee should have done under this Lease but which it has not done in accordance with that notice or which the Lessor considers (acting reasonably) it has not done properly, and may recover from the Lessee the reasonable cost thereof.

17.3 Other Work on Premises

The Lessor may enter the Premises at reasonable times on reasonable notice (being at least two (2) Business Days' notice except in an emergency, when no notice is required) and carry out any work which the Lessee is not liable to do under this Lease. That may involve work required by law or by any Authority, or which the Lessor considers (acting reasonably) should be carried out. In carrying out that work, the Lessor will cause as little disturbance to the Lessee's use of the Premises as is reasonably possible in the circumstances.

17.4 Services

The Lessor reserves the right to use, maintain and repair all Services and/or associated fixtures and fittings passing through the Premises and the Land.

17.5 Grant of Easements

The Lessor reserves the right for the purpose of providing public or private access to or egress from the Land or other land adjacent to the Land (**adjacent land**) or the support of structures erected or to be erected on adjacent land or the provision of Services to the Land or to adjacent land to enter into any arrangements or agreements with the owners, lessees, tenants or occupiers of adjacent land or with any public or other authority and for such purposes may dedicate, transfer, grant or create easements in favour of such persons and/or authorities and upon such terms and conditions as the Lessor reasonably thinks fit and the estate or interest of the Lessee under this Lease will be deemed to be subject to any such arrangement or agreement **PROVIDED ALWAYS** that the Lessor in exercising the rights reserved by this clause must not enter into any arrangement or agreement or dedicate, transfer, grant or create any easement, right or privilege in favour of any person other than the Lessee which will materially, or substantially, and permanently effect or derogate from the enjoyment of the rights conferred on the Lessee by this Lease.

17.6 Viewing

After giving reasonable notice (being at least two (2) Business Days' notice), the Lessor may:

- (a) enter the Premises to show prospective purchasers, mortgagees or lessees through the Premises; and
- (b) display from the Premises a sign indicating that the Land is available for purchase; and
- (c) if the Lessee has not exercised its rights under clause 16.1, display during the last three (3) of the Term a sign indicating that the Premises are available for lease.

In exercising its rights under this clause 17.6, the Lessor must cause as little interference or disturbance to the Lessee and its use of the Premises, including but not limited to the interference with any line of sight to the Lessee's signage.

17.7 Change of Lessor

If the Lessor deals with its interest in the Land so that another person becomes the lessor the Lessor is released from its obligations under this Lease arising after it ceases to be lessor. If the Lease has not been registered at the Queensland Titles Office (or equivalent), the Lessor must procure (at its cost) from any incoming purchaser, transferee or disponee (Purchaser) of the Lessor's interest in this Lease a deed in a form acceptable to the Lessee acting reasonably whereby the Purchaser covenants with the Lessee to observe and be bound by all the terms of this Lease (including options).

[Title Reference: 12581030 & 12534110]

17.8 Agents

The Lessor may appoint agents or others to exercise any of its rights or perform any of its duties under this Lease. Communications from the Lessor override those from the agents or others if they are inconsistent.

18. TRUSTS

If the Lessee enters into the Lease as trustee of any trust (**Trust**) then whether or not the Lessor may have notice of the Trust, the Lessee warrants with the Lessor as follows:

- (a) The Lease extends to all rights and indemnities which the Lessor now or subsequently may have against the Trust and the Trust fund;
- (b) The Lessee has full and complete power and authority under the Trust to enter into the Lease and the provisions of the Trust do not purport to exclude or take away the right of indemnity of the Lessee against the Trust or the Trust fund and the Lessee must not release that right of indemnity or permit any breach of trust or be a party to any other action which might prejudice that right of indemnity;
- (c) Despite anything in any deed of trust or settlement or other document contained the Lessee will be and at all times remain personally liable to the Lessor for the due performance, fulfilment and observance of the Lessee's Covenants; and
- (d) During the Term the Lessee will not, without the consent in writing of the Lessor, cause, permit or suffer to happen any of the following events:
 - (i) the removal, replacement or retirement of the Lessee as sole trustee of the Trust;
 - (ii) any alteration to or variation of the terms of the Trust;
 - (iii) any advancement or distribution of capital of the Trust; and
 - (iv) any re-settlement of the Trust property.

19. NOTICES AND APPROVALS

19.1 Requirements

All notices, requests, demands, consents, approvals or other communications under the Lease (**Notice**) to, by or from a party must be:

- (a) in writing;
- (b) addressed to a party in accordance with its details set out in Item 9 (a) and 9(b) of the Reference Schedule, or as otherwise specified by that party by Notice (**Notified Contact Details**); and
- (c) signed by the sending party or a person duly authorised by the sending party or, if Notice is sent by email (if applicable), sent by the sending party.

19.2 How a Notice must be given

In addition to any other method of serving Notices permitted to by Law, the Notice may be given by one of the methods set out in Clause 19.3.

19.3 When Notices considered given and received

Subject to Clause 19.4, a Notice is regarded as being given by the sending party and received by the receiving party:

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- (a) if delivered by hand to the address set out in the Notified Contact Details, when delivered to that address;
- (b) if sent by pre-paid post to the address set out in the Notified Contact Details, at 9am on the third (3rd) Business Day (or the seventh (7th) Business Day, if posted to or from a place outside Australia) after the date of posting;
- (c) if sent by facsimile to the facsimile number set out in the Notified Contact Details, at the time indicated by the sending party's transmission equipment as the time that the facsimile was sent in its entirety; and
- (d) if sent by email to the address set out in Notified Contact Details (or to the email address of that party's legal representative) when the email (including any attachment) is sent to the receiving party at that email address, unless the sending party receives a notification of delivery failure within 24 hours of the email being sent.

19.4 Time of Delivery and Receipt

If pursuant to clause 19.3 a Notice would be regarded as given and received on a day that is not a Business Day or after 5.00pm on a Business Day, then the Notice will be deemed as given and received 9.00am on the next Business Day.

19.5 General

A party may change its contact details as set out in Item 9(a) and 9(b) of the Reference Schedule by giving a Notice to the other parties.

20. POWER OF ATTORNEY

20.1 Power of Attorney

After the right of re-entry has arisen and been exercised by the Lessor, the Lessor, as the Lessee's attorney, may:

- (a) sign a surrender of this Lease;
- (b) procure the surrender to be registered;
- (c) sign a withdrawal of any caveat lodged by the Lessee; or
- (d) sign any other document concerning the Lease.

20.2 Appointment

The Lessee irrevocably appoints the Lessor and each of its officers as the Lessee's attorney to act under clause 20.1.

21. GENERAL PROVISIONS

21.1 Waiver and Variation to be in Writing

A provision of or a right under the Lease may not be waived or varied except in writing signed by whoever is to be bound.

21.2 No Deemed Waiver

If the Lessor:

- (a) accepts Rent or other money under the Lease before or after termination; or

[Title Reference: 12581030 & 12534110]

- (b) does not exercise or delays exercising the right under clause 13; or
- (c) gives any concession to the Lessee; or
- (d) attempts to mitigate its loss,

it is not a waiver of any breach of the Lessee's Covenants or of the Lessor's rights under the Lease. An attempt by the Lessor to mitigate its loss is not a surrender of the Lease.

21.3 Timing of Payment on Demand

If the Lease does not specify a date for payment of any amount by the Lessee, then the Lessee must pay that amount within seven (7) days after the Lessor demands it.

21.4 Appropriation of Monies

The Lessor may appropriate any monies paid to the Lessor towards any Rent or other monies payable under this Lease in such manner as the Lessor may, in its absolute discretion, see fit despite any purported appropriation or condition of payment by the person making the payment.

21.5 Prior Breaches

Expiry or termination of the Lease does not affect any rights in connection with a breach of this Lease before then.

21.6 Severance

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

21.7 Moratorium

To the fullest extent permitted by law, the provisions of a statute which would, but for this clause:

- (a) extend or postpone the date for the payment of money; or
- (b) abrogate, nullify, postpone or otherwise affect any right, power, remedy or discretions given to or accruing to the Lessor,

under the Lease does not apply to limit or affect the terms of the Lease.

21.8 Whole Agreement

The Lease contains the entire agreement between the parties and supersedes all previous correspondence and negotiations.

21.9 Governing Law

The Lease is governed by and construed in all respects in accordance with the laws of Queensland.

21.10 Counterparts

This Lease may consist of a number of counterparts and the counterparts taken together constitute one and the same instrument.

[Title Reference: 12581030 & 12534110]

22. NOT USED

23. BANK GUARANTEE/SECURITY DEPOSIT

23.1 Provision

On or before the Date of Commencement, the Lessee must deliver to the Lessor the Bank Guarantee or a Security Deposit (as selected by the Lessor) as security for the due and punctual performance of all of the covenants, obligations and provisions on the Lessee's part contained in the Lease.

23.2 Failure to Provide

If the Lessee does not comply with any of its obligations under the Lease (including any extension or holding over), whether the Lease is registered or not, then the Lessor may, without notice to the Lessee:

- (a) in the case of a Bank Guarantee, call on the Bank Guarantee; and
- (b) in the case of a Security Deposit, appropriate and apply so much of or the whole of the Security Deposit,

as may be necessary in the opinion of the Lessor to compensate the Lessor for loss or damage sustained or suffered by the Lessor by reason of such breach by the Lessee. Any such calling up or appropriation by the Lessor shall not be deemed to and shall not operate to waive the Lessee's breach and shall not prejudice any other right of the Lessor arising from such breach.

23.3 Calling on Security Deposit or Bank Guarantee

If the Lessor calls on the Bank Guarantee or appropriates the Security Deposit then no later than 14 days after the Lessor gives the Lessee a notice asking for it, the Lessee shall deliver to the Lessor a replacement or additional Bank Guarantee or an additional Security Deposit so that the amount guaranteed is the amount specified in Item 11 of the Reference Schedule.

23.4 Increase

Each time there is an increase in the amount of Rent, the Lessee must supplement or replace the Bank Guarantee or Security Deposit so that at all times during the Term it represents the proportion of the Rent and Operating Costs as expressed in Item 11 of the Reference Schedule.

23.5 Return of Bank Guarantee or Security Deposit

The Bank Guarantee or Security Deposit (so far as it has not been resorted to) shall be surrendered or refunded by the Lessor to the Lessee (as the case requires) as soon as practicable after the Lease has ended upon:

- (a) the performance by the Lessee of all of its obligations under the Lease; and
- (b) the Lessee vacating the Premises.

23.6 Assignment by Lessor

- (a) The Lessor will be at liberty:
 - (i) in the case of the Security Deposit, pay the Security Deposit (less any sums appropriated by the Lessor in accordance with this clause 23.6 and not reinstated); and
 - (ii) in the case of the Bank Guarantee, provide the Bank Guarantee (to the extent that it has not been called upon by the Lessor),

to any assignee or transferee of the Lessor's interest in the Premises.

[Title Reference: 12581030 & 12534110]

- (b) If the Lessor transfers or assigns its interest in the Lease or the Land, then the Lessor will also be entitled to assign the benefit of all obligations of the Lessee under this clause 23.6 and the Lessee must, if requested by the Lessor, at the cost of the Lessor, either:
- (i) enter into a deed or agreement with any transferee or assignee to perfect that assignment; or
 - (ii) provide a replacement Bank Guarantee in a form acceptable to the Lessor (acting reasonably) in favour of the transferee or assignee.

24. GUARANTEE AND INDEMNITY

24.1 Application

If Guarantor details are inserted in Item 10 of the Reference Schedule, then:

- (a) Clauses 24.2 to 25.11 apply;
- (b) the Guarantor has requested the Lessor to grant this Lease to the Lessee; and
- (c) the Lessor grants this Lease in consideration of this guarantee and indemnity.

24.2 Guarantee

- (a) The Guarantor guarantees to the Lessor prompt performance of all of the Lessee's Covenants contained or implied in this Lease. If the obligation is to pay money, the Lessor may recover the money from the Guarantor as a liquidated debt.
- (b) The Guarantor unconditionally agrees that, if the Lessee is in default of any of the Lessee's Covenants, the Guarantor will perform, or cause the performance of the Lessee's Covenants

24.3 Indemnity

The Guarantor will:

- (a) if the Lessee is not bound by some or all of its obligations under this Lease, pay to the Lessor the amount which would have been payable by the Lessee to the Lessor had the Lessee been bound; and
- (b) indemnify and keep indemnified the Lessor from any claim, liability, loss, cost or expense of any kind incurred by the Lessor in respect of any default by the Lessee under this Lease.

24.4 Liability of Guarantor

The Guarantor's liability under clauses 24.2 and 24.3 is not affected by:

- (a) the granting of any time, forbearance or other concession by the Lessor to the Lessee or any Guarantor;
- (b) any absolute or partial release of the Lessee or any Guarantor or any compromise with the Lessee or any Guarantor before the date of release and to the extent of any partial release;
- (c) any variation of this Lease, renewal of the Term, holding over or continued occupation of the Premises by the Lessee;
- (d) any assignment of this Lease or lease of any part of the Premises;
- (e) the termination of this Lease;
- (f) the fact that this Lease is wholly or partly void, voidable or unenforceable;

[Title Reference: 12581030 & 12534110]

- (g) the fact that this Lease is not registered;
- (h) the Lessee dying or becoming incompetent;
- (i) the happening of an Insolvency Event in relation to the Lessee or the Guarantor;
- (j) non-execution of this Lease by one or more of the persons named as Guarantor;
- (k) the unenforceability of the guarantee or indemnity against one or more Guarantor; or
- (l) the exercise or purported exercise by the Lessor of its rights under the Lease.

24.5 Guarantor liable regardless of any law

The Guarantor's liability is not discharged by any payment to the Lessor which is later avoided by law. If that happens, the Lessor, the Lessee and the Guarantor will be restored to their respective rights as if the payment had not been made.

24.6 Indemnity on disclaimer

If a liquidator disclaims this Lease, the Guarantor indemnifies the Lessor against any resulting loss for the balance of the Term.

24.7 Guarantor not to prove in liquidation

- (a) The Guarantor must not prove or claim in any liquidation, composition, arrangement or assignment for the benefit of creditors until the Lessor has received all money payable to it by the Lessee.
- (b) The Guarantor must hold any proof, claim or dividend received by it on trust for the Lessor.

24.8 Guarantee to continue

- (a) In consideration of the Lessor granting the Lease at the request of each Guarantor, each Guarantor covenants with the Lessor in accordance with the provisions of this clause 24 of the Lease.
- (b) The guarantee and indemnity covers the period while the Lessee occupies or is entitled to occupy the Premises as Lessee under a tenancy at will or periodic tenancy or holds an equitable interest in the Premises under an agreement for lease.
- (c) Without limiting clause 24.8(a), if registration of this Lease is required to create a legal leasehold estate, then until the Lease is registered, it operates from the beginning of the Term as an agreement for lease.

24.9 Liability to Prevail

The liability of the Guarantor will continue until the Lessee has paid all Rent, Operating Costs and other moneys and performed all of the Lessee's Covenants.

24.10 Assignment

If the Lessor assigns its interest in this Lease or the Land, the Lessor may also assign the benefit of the Guarantors obligations under this clause.

24.11 Deed

The Guarantor executes this guarantee as a deed.

[Title Reference: 12581030 & 12534110]


EXECUTED by Bapcor Finance Pty Ltd ACN 153 203
804 in accordance with Section 127(1) of the
Corporations Act 2001:



.....
Director

NOEL MEEHAN

.....
Full name of Director – print



.....
Director/Secretary

GEORGE SAKOUFAKIS

.....
Full name of Director/Secretary – print

25. CONSENT GENERALLY

25.1 Lessor's Consent

In all instances when granting consent under this Lease, the Lessor must not unreasonably withhold or delay consent. Any cost or condition associated with granting consent must be reasonable.

26. CAR PARKING

The carparking spaces on the Premises are included as part of the Premises for the purposes of this Lease. The Lessee is entitled to use these carparking spaces 24 hours a day 7 days a week.

[Title Reference: 12581030 & 12534110]

REFERENCE SCHEDULE

- Item 1** **PREMISES**
(Clauses 1 & 4) The Land and Improvements at 1086 Kingsford Smith Drive, Eagle Farm, QLD 4009
- Item 2** **TERM**
(Clauses 1 & 4) Three (3) years
- Item 3** **DATE OF COMMENCEMENT**
(Clause 1) The 1st day of March 2022
- Item 4** **RENT**
(Clauses 1, 5.1 & 5.3) \$163,240.00 per annum (plus GST) [See E3a for Reconciliation of Lease Increase](#)
- Item 5** **RENT REVIEWS**
(Clause 1 of the Rent Review Schedule) **(a) CPI Adjustment Date**
- the first day of the second and third Rental Years of the Term;
 - where the Lease is renewed under clause 16.1, the first day of the second and third Rental Years of the Option Term;
- (Clause 2 of Rent Review Schedule) **(b) Market Review Date**
- where the Lease is renewed under clause 16.1, the first day of the first Rental Year of the Option Term;
- (Clause 3 of the Rent Review Schedule) **(c) Fixed Increase Adjustment Date**
- Not applicable.
- Item 6** **PERMITTED USE**
(Clause 7.1) Office/Warehouse (commercial)
- Item 7** **OPTION TERM**
(Clause 16.1) 1 x 3 years
- Item 8** **PUBLIC LIABILITY INSURANCE**
(Clause 9.1) Twenty million dollars (\$20,000,000.00)
- Item 9** **ADDRESS FOR SERVICE**
(Clause 19.1) **(a) Lessor**
- Name: Yelnats Pty Ltd, Busby Enterprises Pty Ltd & JWM Marketing Pty Ltd
Address: c/ Mr J W Lansdown, PO Box 8189, Woolloongabba Qld 4102
Facsimile:
Email:
- (b) Lessee**
- Name: SPECIALIST WHOLESALERS PTY LTD ACN 163 280 279
Address: 127-139 Link Road, Melbourne Airport VIC 3045
Facsimile: (03) 9238 2387
Email: legal@bapcor.com.au
- Item 10** **GUARANTOR/S**
(Clauses 1 & 24) • Bapcor Finance Pty Ltd ACN 153 203 804 of 127-139 Link Road, Melbourne Airport VIC 3045
- Item 11** **SECURITY DEPOSIT/BANK GUARANTEE**

[Title Reference: 12581030 & 12534110]

(Clauses 1 & 23)

A bank guarantee for amount equal to six (6) months' Rent and Operating Costs plus GST, except where the Lessee is Specialist Wholesalers Pty Ltd ACN 163 280 279 or a related body corporate

[Title Reference: 12581030 & 12534110]

RENT REVIEW SCHEDULE

1. CPI REVIEW (clauses 5.3 and 16.2)

At each CPI Adjustment Date, the Rent for the ensuing Rental Year will be the greater of the following:

- (a) the Rent payable during the Rental Year prior to the relevant Review Date reviewed in accordance with the following formula:

$$A \times \frac{B}{C}$$

Where:

A is the Rent payable by the Lessee for the Rental Year immediately prior to the current Review Date;

B is the CPI determined for the quarter ending immediately prior to the current Review Date;

C equals the CPI determined for the quarter ending immediately prior to commencement of the Rental Year last concluded; and

- (b) 103% of the Rent payable for the Rental Year immediately prior to the relevant Review Date.

2. MARKET REVIEW (clauses 5.3 and 16.2)

- (a) The Rent payable for the Rental Year commencing on a Market Review Date will be the market rent of the Premises as at the relevant Market Review Date as determined in accordance with this clause 2.

- (b) The Lessor must serve a notice on the Lessee (**Rent Review Notice**) specifying the amount the Lessor believes would be or is the current annual market rent of the Premises as at the relevant Rent Review Date.

- (c) The Rent for the ensuing Rental Year will be the sum specified in the Rent Review Notice if accepted by the Lessee in writing within one (1) month of the Rent Review Notice. If the Rent Review Notice is not accepted by the Lessee (**Acceptance Notice**), the Lessee may dispute the notice in writing or is deemed to not be accepted if the Lessee does not provide to the Lessor the Acceptance Notice within one (1) month of the Lessee receiving the Rent Review Notice.

- (d) If the Lessee does not give an Acceptance Notice the parties agree to negotiate in good faith the current annual market rent. If the parties cannot reach agreement within fifteen (15) Business Days of either party giving the other party a written notice to negotiate the Rent because the Rent was not accepted pursuant to clause 2(c) (**Notice to Negotiate Rent**), either the Lessor or the Lessee may, by notice in writing to the other (**Further Notice**), elect to have the Rent of the Premises determined by a valuer agreed upon by both the Lessor and the Lessee, or if the Lessor and the Lessee cannot agree upon a valuer within ten (10) Business Days of delivery of the Further Notice, a valuer appointed by the President for the time being of the Institute on the application of either the Lessor or the Lessee.

- (e) The valuer appointed under clause (d) (**valuer**):

- (i) must be a full member of the Institute;
- (ii) must have not less than five (5) years' experience in the valuation of commercial and/or industrial property;
- (iii) must make and deliver his determination under clause (d) within thirty (30) days of the appointment;
- (iv) will act as an expert and not as an arbitrator and his determination will be final and binding on the Lessor and the Lessee.

[Title Reference: 12581030 & 12534110]

If the valuer does not comply with sub-clause (iii) of this clause (e), either party may apply to the President of the Institute for the appointment of a replacement valuer. The determination of the first valuer is of no effect unless it is received prior to the appointment of a replacement valuer.

- (f) In determining the annual market rent under clause (d), any valuer will:
- (i) exclude any deleterious condition of the Premises or the Building if that condition results from any breach of any of the Lessee's Covenants;
 - (ii) have regard to the terms and conditions of the Lease;
 - (iii) have regard to the annual market rent of any comparable premises in the general vicinity of the Premises;
 - (iv) value the Premises as being fit for immediate occupation and use even if work has been carried out by the Lessee or any sub-lessee, licensee or assignee which has diminished the annual market rent of the Premises;
 - (v) value the Premises as being available to be let by a willing lessor to a willing lessee as a whole without a premium but with vacant possession and subject to the provisions of the Lease (other than the amount of Rent reserved by the Lease but including provisions for rental review);
 - (vi) take into account the value of all the Lessor's fixtures, fittings, plant and equipment within the Premises;
 - (vii) assume that all covenants on the part of the Lessee contained in the Lease have been fully performed and observed; and
 - (viii) make no reduction on or not take into account any concession otherwise required to secure a lessee or any period of Rent abatement in respect of this Premises or for any comparable premises.
- (g) The costs of the valuer's determination will be borne equally by the Lessor and the Lessee.

3. FIXED INCREASE (clauses 5.3 and 16.2)

At each Fixed Increase Adjustment Date, the Rent for the ensuing Rental Year will be the Rent payable during the Rental Year prior to the relevant Review Date multiplied by 1.03.

Tax Invoice

ABN 53 574 469 796



Stanley Superannuation Fund & Leystan Superannuation Fund &
Lansdown Superannuation Fund
37/130 Harbour Road
Hamilton QLD 4007

Invoice Date 21 September 2022
Invoice Number 11845
Client Code STA20P2

PROFESSIONAL SERVICES RENDERED

AMOUNTS

Preparation of annual Financial Statements for the year ended 30th June 2022.
Preparation of Income Tax Return and lodgement with the Australian Taxation Office.
Checking of Tax Assessment received and notification as to payment of tax as and when due. 1,225.00

Preparation and lodgement of Business Activity statements for the following periods:

September 2021
December 2021
March 2022
June 2022 400.00

(Prepare & Lodge BAS usually \$150 + GST pm)

Sub Total 1,625.00
GST 162.50
Total Amount Inclusive of GST \$1,787.50

Net GST = \$1,625

THIS ACCOUNT IS DUE AND PAYABLE IN 14 DAYS

PAYMENT ADVICE

Client Stanley SF & Leystan SF &
Lansdown SF
Client Code STA20P2
Invoice Number 11845
Due Date 5 Oct 22
Total Due **\$1,787.50**

Direct Credit

Please make payment into the following account:-
Please use the reference **STA20P2**.

Account Name Virtu Super Pty Ltd
BSB Number 084-129
Account Number 8930 77696



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