



Commercial Tenancy Agreement

Fourth Edition

This Tenancy Agreement is made between the Lessor and the Tenant. The Lessor leases to, and the Tenant accepts a lease of, the Premises for the rent payable by the Tenant, subject to the terms of this Agreement.

THIS AGREEMENT COMPRISES THE REFERENCE SCHEDULE AND COMMERCIAL TENANCY AGREEMENT CONDITIONS.

DO NOT USE THIS DOCUMENT:

- **FOR RESIDENTIAL TENANCIES.**
- **FOR PREMISES COVERED BY THE RETAIL SHOP LEASES ACT 1994 (Qld).**
- **WHERE THE TERM OF THE LEASE (INCLUDING OPTIONS) EXCEEDS THREE (3) YEARS.**
- **WHERE REGISTRATION UNDER THE LAND TITLE ACT 1994 (Qld) IS REQUESTED BY THE TENANT.**
- **WHERE A HIGH VALUE LEASE IS TO BE ENTERED INTO AS YOU MAY NOT OBTAIN THE PROTECTION OF A LEASE PREPARED BY A SOLICITOR.**

INSTRUCTIONS TO COMPLETE

1. The parties should be advised to seek legal advice about the Tenancy Agreement. Reference should be made to Sections 24(3A) to (7) of the *Legal Profession Act 2007* (Qld) when preparing and completing this Agreement.
2. This Agreement provides for rent to be reviewed by either an index review or by fixed increases. It is not suitable for use where rent is to be reviewed to market except if the Agreement provides for an option (refer clause 15.1).
3. Only certain outgoings are recoverable in all circumstances (see the definitions of 'outgoings' in clause 1.2). Additional outgoings may be recovered by ticking the boxes at item 10(b).
4. Ensure that all items are completed in the Reference Schedule.

- Item 1:** Full name/s of the owner/s of the property and their address. If the Lessor is a company, include ABN. DO NOT use a business name.
- Item 2:** Full name/s of the Tenant. If the Tenant is a company, include its ABN. DO NOT use a business name.
- Item 4:** The Premises must be clearly identified e.g. "Suite 3, 45 John Street, Spring Hill" etc. If not able to be identified by name, a sketch plan must be attached to the Agreement and the address must be included at Item 4.
- Item 6:** Insert the period of the further Tenancy, e.g. "6 months" or "1 year" or "not applicable". **The total term of the lease including any options is not to exceed three years. Plus insert the notice period to exercise the option.**
- Item 8:** Insert the date/s on which the rent is to be reviewed and the method of the rent review or "not applicable".
- Item 9:** The Permitted Use should be stated clearly.
- Item 10(a):** Insert the percentage of outgoings the Tenant is to pay, e.g. "25%" or "100%" or "Not applicable".
- Item 10(b):** Tick any additional outgoings the Tenant is to pay.

INITIALS

[Handwritten signatures]

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REFERENCE SCHEDULE

1. LESSOR:

NAME: HARRY PTY LTD A.C.N. 075 015 879
Statcorp Pty Ltd A.C.N. 010 715 063 and TDH Builders Pty Ltd A.C.N. 131 573 101

ABN: 9173352083
ACN: _____

ADDRESS: PO Box 334

SUBURB: Capalaba

STATE: Qld POSTCODE: 4157

PHONE: _____ MOBILE: 0408 726 059 FAX: _____ EMAIL: statcorp@bigpond.com

2. TENANT:

NAME: Urban Asset Solutions Pty Ltd
(Trevor Neville - Manager Qld/NT)

ABN: 73 627 354 830
ACN: _____

ADDRESS: 19 Research Road

SUBURB: Pooraka

STATE: SA POSTCODE: 5095

PHONE: 1300 706 624 MOBILE: 0427 636 786 FAX: _____ EMAIL: tneville@urbanassetsolutions.com.au

3. GUARANTOR:

NAME: Andrew Macklin and Adrian Fair

ABN: _____
ACN: _____

ADDRESS: 19 Research Road

SUBURB: Pooraka

STATE: SA POSTCODE: 5095

PHONE: 1300 706 624 MOBILE: 0413 870 072 AM FAX: 0427 013 294 AF EMAIL: andrew@urbanassetsolutions.com.au adrian@urbanassetsolutions.com.au

4. PREMISES:

← Annex a plan if available

Level or Tenancy No. Unit 9

ADDRESS: 13-17 Enterprise Street

SUBURB: Cleveland

STATE: Qld POSTCODE: 4163

Description: Lot: 9 RP/SP: SP309285

5. TERM:

The Term of the Agreement is: Thirteen ☒ Months ☐ Years

Commencing on: 01/10/2020 and ending on: 31/10/2021
DATE (dd/mm/yyyy): DATE (dd/mm/yyyy):

6. OPTION OF RENEWAL (IF ANY):

Note: The term of the lease (including options) should not exceed three (3) years.

Period of further term: One year + One year

Final date for exercise of option: 31/07/2021
DATE (dd/mm/yyyy):

7. RENT:

\$ 2,200.00 gross (including outgoings) plus GST

per: ☒ month ☐ year

← Select applicable box

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8. RENT REVIEW:

Refer to clause 3.3

Note: Failure to review on these dates does not waive the Lessor's right to review.

Review Date	Type of Review
N/A	<input type="checkbox"/> Index review <input type="checkbox"/> Fixed increase - amount of increase: _____ %
	<input type="checkbox"/> Index review <input type="checkbox"/> Fixed increase - amount of increase: _____ %

9. PERMITTED USE:

Office and storage of plant & equipment.

10. OUTGOINGS:

Refer to clause 1.2(9)

10(a) Percentage of Outgoings:

Nil. Included in rent.

10(b) Additional Outgoings including the costs of (tick if applicable):

- | | |
|---|--------------------------|
| Managing and operating the Building | <input type="checkbox"/> |
| Repair and maintenance of the Building | <input type="checkbox"/> |
| Gardening and Landscaping | <input type="checkbox"/> |
| Provision and servicing of Air-conditioning to the Building | <input type="checkbox"/> |
| Cleaning the Building | <input type="checkbox"/> |
| Pest Control | <input type="checkbox"/> |
| Security services | <input type="checkbox"/> |
| Provision and servicing of Fire Detection and extinguishing equipment | <input type="checkbox"/> |
| Provision and servicing of lifts and escalators | <input type="checkbox"/> |
| Common Area Electricity | <input type="checkbox"/> |
| Trade waste | <input type="checkbox"/> |
| Other (insert details): | |

11. DEPOSIT:

\$ 2,420.00 inclusive of GST (this will be apportioned towards the first month's rent payable)

12. LESSOR'S AGENT:

NAME: RNHSO Pty Ltd trading as Raine & Horne Commercial

ADDRESS: Suite 1, 26 Redland Bay Road

SUBURB: CAPALABA

STATE: QLD POSTCODE: 4157

PHONE: 07 3245 1922

MOBILE:

FAX:

07 3245 1977

EMAIL:

bayside@RnHcommercial.com.au

ABN:

77 105 032 886

ACN:

LICENCE NUMBER:

3097492

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SPECIAL CONDITIONS

The parties should seek legal advice about any special conditions required. Please note sections 24(3A) to (7) of the *Legal Profession Act 2007 (Qld)* when preparing and completing this Agreement.

FACSIMILE OR EMAIL/COUNTERPARTS

- a) This Commercial Tenancy Agreement may consist of one or more counterpart copies. All counterparts will, when taken together, constitute the one document.
- b) This Commercial Tenancy Agreement, including counterparts of it, may be exchanged electronically (email and fax).
- c) A party to this Commercial Tenancy Agreement may execute this Commercial Tenancy Agreement by signing any counterpart including a counterpart issued electronically (email and fax).
- d) For the purpose of Sections 11 and 12 of the Electronic Transactions Act 2001 (Qld), the Lessor and the Tenant consent to information being given by electronic communications.

WARRANTY OF USE

- a) It is the responsibility of the Tenant to obtain the consent of any planning or other authority which may be required for the Tenant to lawfully carry out their business in the premises.
- b) The Lessor does not promise, provide representation, warranty or undertaking with respect to the suitability of the premises for any use or business.

BODY CORPORATE BY-LAWS

The Tenant agrees to abide by all residing or revised Body Corporate By-Laws.

BOND

- a) The Tenant must prior to entering possession of the Premises pay to the Lessor the sum of \$2,500.00 as a cash bond for performance by the Tenant of this Commercial Tenancy Agreement. The bond is to be returned by the Lessor to the Tenant within 7 days of the expiration of this Commercial Tenancy Agreement, provided the Tenant has met all obligations of this Commercial Tenancy Agreement.
- b) The Tenant may instead of paying the amount under the preceding paragraph, provide to the Lessor an Australian Trading Bank guarantee, on terms acceptable to the Lessor, for the observance and performance by the Tenant of all the obligations and provisions contained in this Commercial Tenancy Agreement. The maximum liability of the bank must at least equal the total of the cash bonds required under the preceding paragraph.
- c) If at any time the Tenant fails to observe and perform any of the Tenant's obligations in this Commercial Tenancy Agreement, the Lessor may take all or any part of the cash bond or call up any guarantee as compensation for any loss or damage suffered or which may be suffered by the Lessor because of that failure. Any such action by the Lessor will not be treated as a waiver of the Tenant's failure and will not limit any other right or remedy of the Lessor in respect of it.
- d) If any part of the cash bond is taken or any guarantee called up by the Lessor, the Tenant must immediately upon demand by the Lessor pay to the Lessor the amount taken or called up. This amount is to be held as a cash bond under this clause.
- e) If the Lessor's interest in the Premises is transferred, the Lessor may pay or transfer the bonds and guarantees to the transferee. Upon payment or transfer the Lessor will be released from all legal responsibility to the Tenant or to any other person for the bonds or guarantees.

DEPOSIT & BOND

The total amount to be paid by the Tenant is \$4,920.00. The breakdown of this is: -

- a) \$2,420.00 being the first month's rent including GST paid in advance as deposit. (This amount will be applied towards the Tenant's rental account at the commencement of the Commercial Tenancy Agreement.) and
- b) \$2,500.00 being the Bond.

POSSESSION

Possession of the Premises will only be given to the Tenant after the following conditions have been met:

- a) This Commercial Tenancy Agreement is signed by the Tenant and Lessor, and if applicable, the Guarantor;
- b) Deposit has been paid into the Lessor's Agent's Trust Account;
- c) Cash Bond or Australian Trading Bank Guarantee provided to the Lessor;
- d) The Tenant can provide proof of insurances required.

RENT FREE PERIOD

The Lessor grants the Tenant one month's rent free period commencing on 1 October 2020 and concluding on 31 October 2020.

ELECTRICITY, PHONE AND DATA

The Tenant is responsible for its own electricity, phone and data use.

PEST CONTROL

The Tenant is responsible for any rodent or pest control within the Premises at their own cost.

COMMON AREA AND CAR PARKING

The common area is to be kept neat and tidy at all times and the car park is only to be used for car parking. The Tenancy has two exclusive use car parks. See attached plan.

SEE ANNEXURE A

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AGREEMENT MADE

DATE: _____

EXECUTED as an Agreement.

(dd/mm/yyyy): _____

EXECUTION BY LESSOR**LESSOR 1**Executed by: ~~Statecorp Pty Ltd A.C.N. 010 715 068~~ HARRY PIL ACN 97 733 520 838

in accordance with Section 127 of the Corporations Act 2001 (Cth).

Director/Secretary *[Signature]* x

Director _____

**SIGN
HERE**DAVID HARRISON

Name of Director/Secretary (BLOCK LETTERS)

Name of Director (BLOCK LETTERS)

OR (only complete this part if signing as attorney for the Lessor)

SIGNED by _____

the duly constituted **attorney** of the LESSOR (who states s/he has received no notice of revocation) under power of attorney dated _____ registered no _____ in the presence of: _____

Signature of Witness _____

Name of Witness (BLOCK LETTERS)

OR

SIGNED by _____

AS LESSOR in the presence of: _____

Signature of Witness _____

Name of Witness (BLOCK LETTERS)

ADDRESS OF WITNESS: _____

SUBURB: _____

STATE: _____

POSTCODE: _____

LESSOR 2Executed by: ~~TDH Builders Pty Ltd A.C.N. 131 573 101~~ *[Signature]*

in accordance with Section 127 of the Corporations Act 2001 (Cth).

Director/Secretary *[Signature]* x

Director _____

**SIGN
HERE**TRAVIS HARRISON

Name of Director/Secretary (BLOCK LETTERS)

Name of Director (BLOCK LETTERS)

OR (only complete this part if signing as attorney for the Lessor)

SIGNED by _____

the duly constituted **attorney** of the LESSOR (who states s/he has received no notice of revocation) under power of attorney dated _____ registered no _____ in the presence of: _____

Signature of Witness _____

Name of Witness (BLOCK LETTERS)

OR

SIGNED by _____

AS LESSOR in the presence of: _____

Signature of Witness _____

Name of Witness (BLOCK LETTERS)

ADDRESS OF WITNESS: _____

SUBURB: _____

STATE: _____

POSTCODE: _____

INITIALS *[Signature]* *[Signature]***INITIAL**

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EXECUTION BY TENANT

TENANT 1

Executed by: Urban Asset Solutions Pty Ltd
in accordance with Section 127 of the *Corporations Act 2001* (Cth).

Director/Secretary



ANDREW MACKLIN

Name of Director/Secretary (BLOCK LETTERS)

Director



ADRIAN FAIR

Name of Director (BLOCK LETTERS)

SIGN
HERE

OR (only complete this part if signing as attorney for the Tenant)

SIGNED by

Signature of Witness

the duly constituted **attorney** of the TENANT (who states s/he has received no notice of revocation) under power of attorney dated _____ registered no _____ in the presence of:

Name of Witness (BLOCK LETTERS)

OR

SIGNED by

Signature of Witness

AS TENANT in the presence of:

Name of Witness (BLOCK LETTERS)

ADDRESS OF WITNESS: _____

SUBURB: _____

STATE: _____

POSTCODE: _____

TENANT 2

Executed by: _____
in accordance with Section 127 of the *Corporations Act 2001* (Cth).

Director/Secretary

Name of Director/Secretary (BLOCK LETTERS)

Director

Name of Director (BLOCK LETTERS)

OR (only complete this part if signing as attorney for the Tenant)

SIGNED by

Signature of Witness

the duly constituted **attorney** of the TENANT (who states s/he has received no notice of revocation) under power of attorney dated _____ registered no _____ in the presence of:

Name of Witness (BLOCK LETTERS)

OR

SIGNED by

Signature of Witness

AS TENANT in the presence of:

Name of Witness (BLOCK LETTERS)

ADDRESS OF WITNESS: _____

SUBURB: _____

STATE: _____

POSTCODE: _____

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EXECUTION BY THE GUARANTOR

SIGNED by

x AMacklin

ANDREW MACKLIN

Name of Guarantor (BLOCK LETTERS)

Skewald

Signature of Witness

AS GUARANTOR in the presence of:

SAM KOWALD

Name of Witness (BLOCK LETTERS)

SIGN
HERE

ADDRESS OF WITNESS: 19 RESEARCH ROAD

SUBURB: POORAKA SA

STATE: SA

POSTCODE: 5095

SIGNED by

x AF

ADRIAN FAIR

Name of Guarantor (BLOCK LETTERS)

Skewald

Signature of Witness

AS GUARANTOR in the presence of:

SAM KOWALD

Name of Witness (BLOCK LETTERS)

SIGN
HERE

ADDRESS OF WITNESS: 19 RESEARCH ROAD

SUBURB: POORAKA

STATE: SA

POSTCODE: 5095

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COMMERCIAL TENANCY AGREEMENT CONDITIONS

IT IS AGREED

1. DEFINITIONS AND INTERPRETATION

1.1 Terms in Reference Schedule

Where a term used in this Agreement appears in bold type in the Reference Schedule, that term has the meaning shown opposite it in the Reference Schedule.

1.2 Definitions

Unless the context otherwise requires:

- (1) **"Agreement"** means this document, including any Schedule or Annexure to it;
- (2) **"Building"** means the building of which the Premises forms part;
- (3) **"Business Day"** means a day that is not a Saturday, Sunday or any other day which is a Public Holiday or a Bank Holiday in the place where an act is to be performed or a payment is to be made;
- (4) **"Claim"** includes any claim or legal action and all costs and expenses incurred in connection with it;
- (5) **"Default Interest Rate"** means the Standard Default Contract Rate applying at the due date published by the Queensland Law Society Inc.;
- (6) **"GST"** means a goods and services tax or similar value added tax;
- (7) **"Land"** means the Land on which the Premises are situated;
- (8) **"Lessor's Property"** means any property owned by the Lessor in the Premises or on the Land and includes the property identified in any inventory annexed to this Agreement;
- (9) **"Outgoings"** means the following charges levied or expenses payable in respect of the Premises, the Land or the Building (as the case requires):
 - (a) Rates and charges that a local government imposes and levies collected by a local government on behalf of the State of Queensland;
 - (b) Insurance premiums (including building, fire, loss of rent, plate glass and public liability) payable by the Lessor;
 - (c) Land tax;
 - (d) Body Corporate fees and levies (including but not limited to Administrative Fund levies and Sinking Fund levies); and
 - (e) the additional outgoings referred to in Item 10(b) of the Reference Schedule;
- (10) **"Premises"** means the premises described in Item 4 of the Reference Schedule and includes the Lessor's Property in the Premises;
- (11) **"REIQ"** means The Real Estate Institute of Queensland Ltd;
- (12) **"Tenancy"** means the tenancy between the Lessor and the Tenant created by this Agreement;
- (13) **"Tenant's Employees"** means each of the Tenant's employees, contractors, agents, customers, subtenants, licensees or others (with or without invitation) who may be on the Premises, the Building or the Land;
- (14) **"Tenant's Property"** includes all fixtures and other articles in the Premises which are not the Lessor's;
- (15) **"Tenant's Services"** means all utilities and services in or provided to the Premises and without limiting the generality of the foregoing shall include provision of electricity, gas, water, waste disposal, sewerage, telephone and data services; and
- (16) **"Term"** means either a periodic monthly tenancy or the period of months or years described in Item 5 of the Reference Schedule, as applicable, commencing on the date in Item 5 in the Reference Schedule.

1.3 Interpretation

- (1) Reference to:
 - (a) one gender includes each other gender;
 - (b) the singular includes the plural and the plural includes the singular;
 - (c) a person includes a body corporate;
 - (d) a party includes the party's executors, administrators, successors and permitted assigns; and
 - (e) a statute, regulation or provision of a statute or regulation (**"Statutory Provision"**) includes:
 - (i) that Statutory Provision as amended or re-enacted from time to time; and
 - (ii) a statute, regulation or provision enacted in replacement of that Statutory Provision.
- (2) All monetary amounts are in Australian dollars, unless otherwise stated.
- (3) If a party consists of more than one person, this Agreement binds them jointly and each of them severally.
- (4) Headings are for convenience only and do not form part of this Agreement or affect its interpretation.
- (5) A party which is a trustee is bound both personally and in its capacity as a trustee.
- (6) "Including" and similar expressions are not words of limitation.
- (7) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
- (8) If an act must be done on a specified day which is not a Business Day, the act must be done instead on the next Business Day.
- (9) Where this Tenancy permits or requires the Lessor to do something, it may be done by a person authorised by the Lessor.
- (10) Sections 105 and 107 of the **Property Law Act 1974 (Qld)** do not apply to this Tenancy.

2. TERM AND HOLDING OVER

2.1 Term

The Lessor lets the Premises to the Tenant and the Tenant accepts the Premises as tenant for the Term.

2.2 The Tenant may exercise an option to renew this Agreement for the further term if clause 15 applies.

2.3 Monthly Tenancy

If the Tenant continues to occupy the Premises after the Term with the Lessor's consent then:

- (1) the Tenant does so as a monthly Tenant on the same basis as at the last day of the Term; and
- (2) either party may terminate the monthly tenancy by giving to the other one (1) month's notice expiring on any day.

3. RENT AND RENT REVIEWS

3.1 Rent

The Tenant must:

- (1) pay the Rent by equal monthly instalments in advance on the first day of each month;
- (2) pay the first instalment on the signing of this Agreement;
- (3) if necessary, pay the first and last instalments apportioned on a daily basis; and
- (4) pay all instalments as the Lessor directs.

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3.2 Definitions

In clause 3.3:

- (1) **"Index Number"** means the Consumer Price Index (All Groups) for Brisbane published by the Australian Bureau of Statistics. If that index no longer exists, "Index Number" means an index that the Chief Executive Officer of the REIQ decides best reflects changes in the cost of living in Brisbane; and
- (2) **"Review Date"** means a date which is stated in Item 8 of the Reference Schedule as a date from which the rent is to be reviewed.

3.3 Rent Review

(1) Application

This clause 3.3 applies if there is a Review Date.

(2) Review

The Rent must be reviewed as from each Review Date to an amount represented by:

If an Index Review, then A where:

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

Where B = the Index Number for the quarter ending immediately before the relevant Review Date.

Where C = the Index Number for the quarter one (1) year before the quarter in B; and

Where D = the Rent payable immediately before the Review Date.

Or if a Fixed Increase, then A where:

$$A = B + B \times C$$

Where B = the Rent payable immediately before the Review Date.

Where C = the percentage stated in Item 8 of the Reference Schedule.

- (3) Time is not of the essence in respect of the review of Rent.

4. OUTGOINGS

- (1) The Tenant must pay the Lessor the whole, or where a percentage is stated in Item 10(a) of the Reference Schedule that percentage of the Outgoings for the Premises, or the property of which the Premises is part as applicable.
- (2) Outgoings are payable to the Lessor within fourteen (14) days of production to the Tenant of a copy of the Lessor's assessment notice or account.

5. USE OF THE PREMISES

5.1 Permitted Use

The Tenant must only use the Premises for the Permitted Use.

5.2 Restrictions on use

The Tenant must not:

- (1) disturb the occupants of adjacent premises;
- (2) display any signs without the Lessor's written consent which must not be unreasonably withheld;
- (3) overload any Tenant's Services;
- (4) damage the Lessor's Property;
- (5) alter the Premises, install any partitions or equipment or do any building work without the Lessor's prior written consent;
- (6) do anything that may invalidate the Lessor's insurance or increase the Lessor's premiums; or
- (7) do anything unlawful or illegal on the Premises.

5.3 Tenant's Services

The Tenant shall be responsible for payment for all Tenant's Services provided directly to the Premises.

6. MAINTENANCE AND REPAIR

6.1 Repair

The Tenant must:

- (1) keep the Premises in good repair and condition except for fair wear and tear, inevitable accident and inherent structural defects; and
- (2) fix any damage caused by the Tenant or the Tenant's Employees.

6.2 Cleaning and Maintenance

The Tenant must:

- (1) keep the Premises clean and tidy; and
- (2) keep the Tenant's Property clean and maintained in good order and condition.

6.3 Lessor's Right to Inspect and Repair

- (1) The Lessor may enter the Premises for inspection or to carry out maintenance, repairs or building work at any reasonable time after giving notice to the Tenant. In an emergency, the Lessor may enter at any time without giving the Tenant notice.
- (2) The Lessor may carry out any of the Tenant's obligations on the Tenant's behalf if the Tenant does not carry them out on time. If the Lessor does so, the Tenant must promptly pay the Lessor's costs.

7. ASSIGNMENT AND SUBLETTING

- 7.1 The Tenant must obtain the Lessor's consent before the Tenant assigns, sublets or deals with its interest in the Premises.

- 7.2 The Lessor must give its consent if:

- (1) the Tenant satisfies the Lessor that the new tenant is financially secure and has the ability to carry out the Tenant's obligations under this Tenancy;
- (2) the new tenant signs any agreement and gives any security which the Lessor reasonably requires;
- (3) the Tenant complies with any other reasonable requirements of the Lessor;
- (4) the Tenant is not in breach of the Tenancy; and
- (5) the Tenant pays the Lessor's reasonable costs of giving its consent.

8. TENANT'S RELEASE AND INDEMNITY

- 8.1 The Tenant occupies and uses the Premises at its own risk. The Tenant also carries out building work in the Premises at its risk.

- 8.2 The Tenant releases the Lessor from and indemnifies it against all Claims for damages, loss, injury or death:

- (1) if it:
 - (a) occurs in the Premises;
 - (b) arises from the use of the Services in the Premises; or
 - (c) arises from the overflow or leakage of water from the Premises,except to the extent that it is caused by the Lessor's deliberate act or negligence; and
- (2) if it arises from the negligence or default of the Tenant or the Tenant's employees, except to the extent that it is caused by the Lessor's deliberate act or negligence.

- 8.3 The Lessor must do everything reasonable to ensure the Tenant's Services operate efficiently during normal working hours.

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- 8.4 Except to the extent that any interruption to the operation of the Tenant's Services is caused by the Lessor's deliberate act or negligence then in the event that the Tenant's Services do not operate efficiently the Tenant shall:-
- (a) have no right to claim compensation against the Lessor; and
 - (b) have no right to terminate this Agreement.
- 8.5 The Tenant releases the Lessor from and indemnifies the Lessor against any Claim or costs arising from anything the Lessor is permitted to do under this Tenancy.

9. DEFAULT AND TERMINATION

9.1 Default

The Tenant defaults under this Agreement if:

- (1) the Rent or any money payable by the Tenant is unpaid for fourteen (14) days;
- (2) the Tenant breaches any other term of this Agreement;
- (3) the Tenant assigns its property for the benefit of creditors;
- (4) the Tenant becomes a bankrupt person within the meaning of the **Bankruptcy Act 1966 (Cth)**; or
- (5) the Tenant becomes an externally-administered body corporate within the meaning of the **Corporations Act 2001 (Cth)**.

9.2 Forfeiture of Tenancy

If the Tenant defaults and does not remedy the default when the Lessor requires it to do so, the Lessor may, subject to its obligations under s 124 of the **Property Law Act 1974 (Qld)**, do any one or more of the following after giving any notice required by law:

- (1) re-enter and take possession of the Premises;
- (2) by notice to the Tenant, terminate this Agreement;
- (3) by notice to the Tenant, convert the unexpired portion of the Term into a tenancy from month to month;
- (4) exercise any of its other legal rights;
- (5) recover from the Tenant any loss suffered by the Lessor due to the Tenant's default.

10. TERMINATION OF TERM

10.1 Tenant's Obligations

At the end of the Term the Tenant must:

- (1) vacate the Premises and give them back to the Lessor in the condition required by clause 6.1(1);
- (2) remove all the Tenant's Property from the Premises;
- (3) repair any damage caused by removal of the Tenant's Property and leave the Premises clean; and
- (4) return all keys, security passes and cards held by it or the Tenant's Employees.

10.2 Failure to Remove Tenant's Property

If the Tenant does not remove the Tenant's Property at the end of the Term, the Lessor may:

- (1) remove and store the Tenant's Property at the Tenant's risk and expense; or
- (2) treat the Tenant's Property as abandoned, in which case title in the Tenant's Property passes to the Lessor who may deal with it as it thinks fit without being liable to account to the Tenant.

11. DAMAGE AND DESTRUCTION

11.1 Rent Reduction

If the Premises are damaged or destroyed and as a result the Tenant cannot use or gain access to the Premises then from the date that the Tenant notifies the Lessor of the damage or destruction the Lessor:

- (1) must reduce the Rent and any other money owing to the Lessor by a reasonable amount depending on the type, extent and effect of damage or destruction; and
- (2) cannot enforce clause 6.1 against the Tenant; until the Premises are fit for use or accessible.

11.2 Tenant May Terminate

The Tenant may terminate this lease by notice to the Lessor unless the Lessor:

- (1) within three (3) months of receiving the Tenant's notice of termination, notifies the Tenant that the Lessor will reinstate the Premises; and
- (2) carries out the reinstatement works within a reasonable time.

11.3 Exceptions

Clauses 11.1 and 11.2 do not apply where:

- (1) the damage or destruction was caused by or contributed to, or arises from any wilful act of the Tenant or the Tenant's Employees; or
- (2) an insurer under any policy effected by the Lessor refuses indemnity or reduces the sum payable under the policy because of any act or default of the Tenant or the Tenant's Employees.

11.4 Lessor May Terminate

If the Lessor considers the damage to the Premises renders it impractical or undesirable to reinstate the Premises or the Building, it may terminate this lease by giving the Tenant at least one (1) month's notice ending on any day of the month. At the end of that month's notice, this lease ends.

11.5 Dispute Resolution

- (1) Any dispute under this clause 11 must be determined by an independent qualified Valuer appointed by the Chief Executive Officer of the REIQ at the request of either party.
- (2) In making the determination, the Valuer acts as an expert and the determination is final and binding on both parties.
- (3) The cost of the determination must be paid by the parties equally unless otherwise decided by the Valuer.

11.6 Lessor Not Obligated to Reinstate

- (1) Nothing in this lease obliges the Lessor to reinstate the Building or the Premises or the means of access to them.
- (2) When reinstating the Building or the Premises, the Lessor is entitled to change their design, fabric, character or dimensions to comply with any law or lawful requirement.

11.7 Antecedent Rights

Termination under this clause 11 does not effect either parties' accrued rights before termination.

12. INTEREST FOR LATE PAYMENT

Without affecting the Lessor's other rights, if the Tenant does not pay any money owing to the Lessor under this Agreement within fourteen (14) days after the due date, the Tenant must pay interest on that money calculated at the Default Interest Rate from the due date for payment until payment is made.

INITIALS

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Annexure A

INSURANCE

The Tenant will during the term of the Commercial Tenancy Agreement at their cost obtain and keep in full effect, in the name of the Tenant and noting the interest of the Lessor the following insurances.

- a) Public Risk Liability Insurance - with a limit of not less than twenty million dollars (\$20,000,000) per occurrence, applying to all operations of the Tenant and in particular for any and all operations with respect to the occupancy by the Tenant of the Premises.
- b) Plate Glass Insurance - The Tenant is liable and responsible for promptly, and at its own expense, insuring and subsequently the replacement of all broken, cracked or damaged plate glass or other glass on or within the demised Premises.
- c) Tenants Content Insurance - The Tenant must take out Content Insurance for an amount not less than the full replacement cost to cover all fixtures, fittings, good and chattels situated in or on the Premises that they own or are responsible for, including any fixtures or fitting or improvements installed and owned by the Tenant.
- d) General
 - i) Prior to possession being granted to the Tenant or upon execution of this document and all subsequent renewals of relevant insurance policies noted above, the Tenant will provide documented evidence of currency to the Lessor or their agent.
 - ii) Should any additional insurance premium result from the nature of the Tenant's business activity, the Tenant will reimburse the Lessor for the additional insurance premium.

AIR CONDITIONING

- a) It will be the responsibility of the Tenant to maintain and repair (excluding items of a capital nature) all air conditioning plant and equipment during the term of the Commercial Tenancy Agreement and any holding over period in accordance with the recommendations from a suitably qualified and approved contractor.
- b) All air conditioning units are to be serviced at a minimum annually or as recommended by the manufacturer.
- c) In any event the air conditioning units must be serviced and any required repairs undertaken in the last month of the tenancy.
- d) The Tenant must supply upon request documented evidence that maintenance has been completed in accordance with the requirements above.

FIRE SAFETY EQUIPMENT & SIGNAGE

- a) It will be the responsibility of the Tenant to maintain and repair (excluding items of a capital nature) all related Fire & Emergency equipment and signage during the term of the Commercial Tenancy Agreement and any holding over period in accordance with any statutory requirements and the recommendation of a suitably qualified and approved contractor.

This will include, but is not limited to items such as:

- Fire extinguishers (Six monthly service required)
- Exit & Emergency signage (Six monthly service required)

The Tenant agrees to provide proof of maintenance and testing of the fire safety equipment and signage upon request for the Lessor's insurance records.

- b) The Tenant undertakes to ensure all fire exit routes are kept clear and accessible at all times
- c) The Tenant undertakes not to alter or disable any Fire Exit doors.
- d) If the Tenant requires additional specialised fire fighting equipment for their type of business activity they are to supply and maintain at their own cost.

SIGNAGE

- a) Prior to signage being placed on the Premises, plans and specifications must be submitted to the Lessor for approval. The Lessor will not be unreasonably withholding consent.
- b) The Tenant is responsible to ensure all signage meets council approval and any other statutory requirements.
- c) The Tenant is responsible for any fees or costs associated with their signage.
- d) The Tenant is responsible for maintaining, repairing and insurance in relation to their signage.
- e) The Tenant must at the expiry of their tenancy remove all signage at their expense and repair any damage the signs may have caused to the property to the Lessor's reasonable satisfaction.

OFFICE CARPET

The Tenant is required to use plastic mats on the carpet if using chairs with caster rollers.

On cessation of the lease the Tenant shall have the carpets professionally steam cleaned and left in the same condition as when the lease commenced, excluding fair wear and tear.

LESSOR'S WORKS

Nil.

SEE ANNEXURE B

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Annexure B

TENANT'S WORKS

a) With the Lessor's permission and at the Tenant's discretion, the Tenant may:

i) Install pallet racking in the warehouse as required. All racking retaining Dynabolts or Ramset Ankascrews must be removed on cessation of the lease and all holes to be epoxy filled. The Lessor will not permit the use of any explosive fixings into concrete walls or floors.

b) The Tenant must first seek consent in writing from the Lessor prior to commencing any building works or modifications to the premises. All building works will be at the Tenant's own expense and are to be carried out by a licenced contractor in a proper and tradesman like manner and comply with the current building code.

c) In the event that the Tenant undertakes alteration or fit out to the premises, the Tenant must at their own cost:

i) Provide, install, maintain and repair any additional Fire & Emergency equipment or signage required to ensure the premises remain compliant with statutory requirements.

ii) Provide independent certification from a suitably qualified certifier confirming that the premises does not break statutory and insurance requirements following the alterations.

d) Upon cessation of the lease, any damage or modifications done by the Tenant must be reinstated to its current condition by a licenced contractor to the Lessor's satisfaction, fair wear and tear excepted.

CONTRACTOR COMPLIANCE

In the event that the Tenant employs the services of any contractors in the capacity to service, maintain or otherwise deal with the premises they must ensure prior to allowing work to commence that the nominated contractor is suitably qualified, has appropriate insurance in place and has complied with Safe Work practices.

MAKE GOOD

On expiry of the term or earlier termination the Tenant must at the Tenants expense:

a) Vacate the premises in good repair and clean condition, fair wear and tear being acceptable,

b) Remove all the tenant's property from the premises,

c) Repair any damage caused by removal of the tenant's property,

d) Return all keys held by the tenant or its employees.

e) Disconnect all communication lines and notify all service providers.

RENTAL PAYMENTS

The rent is payable monthly in advance prior to the 1st day of the month by electronic bank transfer from the Tenant's financial institution to the Lessor's financial institution. Banking details are below:

Bank: WBC

BSB: 034 080

Account no: 430005

Account name: Statcorp Pty Ltd & TDH Builders Pty Ltd

OPTION OF RENEWAL

If the option of renewal of the lease is exercised by the Tenant, then the rent payable on and from the first day of each further Tenancy will be the rent paid during the preceding rental year plus 3% or annual Brisbane All Groups CPI increase (whichever is the greater).

The option of renewal can be exercised by the Tenant via email with no requirement for a new Commercial Tenancy Agreement to be signed for each option period.

INITIALS



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Connection Service

powered by Beevo

Let us take the hassle out of getting the essential services connected for your new site - ensuring the lights are on and you are open for business in no time. Beevo provides a free service to our tenants comparing providers and provisioning connections with a single account manager.

What we connect:



Electricity



Gas



Insurance



Pay TV



Cleaning



Fuel Cards



EFTPOS
Services



Telephone
Lines



Waste &
Recycling



Internet
& Data



Phone
Systems



Mobile
Phones



No – please don't contact me I will make alternate arrangements.

Beevo Commercial Connections Service (Opt in clause)

You agree for us to provide your personal contact details contained in this lease to Beevo Pty Ltd for them to arrange for the connection of all your utility and other services at no cost and offer you the best utility and service options for your needs.

You also agree for Beevo to disclose your personal contact details contained in this lease to third party providers of utility and other services for the purpose of arranging quotes and connection of services to you. You acknowledge that Beevo's use of your private information is necessary for the delivery of Beevo's services. Beevo will not disclose your personal information other than to deliver its services and as set out in its privacy policy located at <http://beevo.com.au/privacypolicy>. Beevo will take all reasonable steps to ensure that any third parties it deals with are bound by privacy obligations that protect your personal information. You may opt out from receiving communications from Beevo by writing to hello@beevo.com.au. If you want to update your details with Beevo, you can do so at the same address. Beevo may use computer servers located in the United States of America to store your personal information.

If you have any concerns in relation to the use or storage of your personal information please contact: The Privacy Officer, Beevo Pty Ltd, Suite 2, 150 Chestnut Street, Cremorne VIC 3121.

Beevo will contact you before arranging the installation of any services. You agree for Beevo to notify you of any special connection offers. Beevo is not an agent of any third party utility or service provider. Beevo cannot in any way bind anyone else in relation to the delivery of services to you and is in no way responsible for the delivery of third party utility or other services to you.

Beevo and the real estate providing you with a copy of this lease may receive a benefit from arranging your services. Beevo does not accept any responsibility for any delay or failure to connect your services.

Agency Use:

Please submit the customers details via www.commercialrealestate.com.au/connect