

## Short Term Commercial Lease Agreement.

### Subject Property:

The section of the property at Bramston Trade Centre, 6 Little Bramston Street, Gladstone, QLD, 4680 known and designated as 5/6 Little Bramston Street, Gladstone, QLD, 4680.

**THIS AGREEMENT (hereinafter "Agreement") is dated 17 June 2022**

**BETWEEN THE LANDLORD** (hereinafter "Landlord"):

JA Lanzon Proprietary Limited As Trustees for JA Lanzon Superannuation Fund

**OF:** PO Box 139, Calliope, Queensland, 4680.

**AND THE TENANT** (hereinafter "Tenant"):

Central Electrical Group

**OF:** 5/6 Little Bramston Street Gladstone, Qld. 4680

### **(1) DEFINITIONS.**

In this Agreement the following definitions apply:

"Agreement" means this lease agreement,

"Agreement Date" means the date the agreement is signed by the Tenant,

"Commencement Date" means 17<sup>st</sup> June 2022,

"End Date" means 17<sup>th</sup> June 2023,

"GST" means Goods and Services Tax imposed on a supply of goods and services in Australia, pursuant to the *A New Tax System (Goods and Services Tax) Act 1999 (Commonwealth)* or any other applicable law,

"Insurance Minimum" means \$10,000,000.00 Australian dollars,

"Landlord" means JA Lanzon Proprietary Limited As Trustees for JA Lanzon Superannuation Fund

"Lease" means this lease agreement,

"Party" means any party under this Agreement,

"Parties" means all parties under this Agreement,

"Permitted Use" means Electrical and solar business workshop, warehouse and office,

“Property” means the section of 23 McLean Street, Bundaberg, Queensland, known as Unit 1 which also include the driveway and off-street parking allocated to Unit 1,

“Rent” means \$855.00 Australian dollars per month GST is not applicable,

“Tenant” means Central Electrical Group

“Term” means 12 months,

“Termination Date” means the earlier of the End Date or the date this Agreement is terminated by the Landlord or the Tenant or the date of expiry of this Agreement.

## **(2) INTERPRETATION**

In this Agreement, unless the context otherwise requires, the following rules of interpretation shall apply:

- (a) Words referring to one gender include every other gender.
- (b) Words referring to a singular number include the plural and words referring to a plural include the singular
- (c) Words referring to a person or persons include companies, firms, corporations, organisations and vice versa.
- (d) Headings and titles are included in this Agreement for convenience only and shall not affect the interpretation of this Agreement.
- (e) Each Party must, at its own expense, take all reasonable steps and do all that is reasonably necessary to give full effect to this Agreement and the events contemplated by it.
- (f) Any obligation on a Party not to do something includes an obligation not to allow that thing to be done.

## **(3) SCHEDULE INCLUDED FOR EASE OF REFERENCE**

The Schedule that is attached to this Agreement is included for ease of reference only. If there is a conflict between the Schedule and another term of this Agreement, the latter shall prevail.

## **(4) AGREEMENT TO RENT**

- (a) The Landlord agrees to rent the Property to the Tenant on the terms of this Agreement.
- (b) The Tenant agrees to rent the Property from the Landlord on the terms of this Agreement.

## **(5) PROPERTY USE**

- (a) The Tenant agrees that the Tenant will only use the Property for the Permitted Use.

(b) The Tenant must ensure that the Tenant or any employees, agents, subcontractors, representatives, affiliates or invitees of the Tenant do not cause or allow to be caused any noise or nuisance which disturbs the reasonable comfort or convenience of the Landlord, other Tenants or anybody else.

(c) The Tenant hereby acknowledges and agrees that the Landlord makes no warranties or representations as to the suitability of the Property for the Permitted Use.

(d) The Tenant will obtain, at the Tenant's expense, any relevant consents or permits from any relevant authorities in order to use the Property for the Permitted Use.

## **(6) TENANT'S COMPLIANCE WITH LAWS AND POLICIES**

The Tenant must ensure that the Tenant or any employees, agents, subcontractors, representatives, affiliates or invitees of the Tenant comply with:

(a) The terms of this Agreement, and

(b) Any other rules or policies which the Landlord may from time to time reasonably implement in relation to the Property and duly communicate to the tenant; and

(c) Any applicable laws, regulations, by-laws, policies, orders or direction of any court, government department or other relevant authority in addition to any policies, directions or requirements of any relevant insurer(s) which may affect or relate to the Property.

## **(7) POSSESSION OF PROPERTY.**

The landlord hereby acknowledges and agrees that subject to terms of this Agreement, and upon the Tenant's payment of rent in accordance with this Agreement, the Tenant will be entitled to quiet enjoyment of the Property during the term.

## **(8) LANDLORD'S ACCESS TO PROPERTY**

(a) The Tenant hereby acknowledges and agrees that the Landlord (and/or an agent of the Landlord) is entitled to access the Property at any responsible times upon providing 48 hours' notice to the Tenant in order to:

(I) Conduct inspections

(II) Conduct repairs on or to the Property; and

(III) Show the property to prospective purchasers, future tenants, lenders or other similar interested parties.

(b) The Tenant hereby acknowledges and agrees that the Landlord (and/or an agent of the Landlord) is entitled to access the property at any time (with or without providing notice) in an emergency or in order to carry out urgent repairs.

(c) The Tenant hereby acknowledges and agrees that the Landlord (and/or an agent of the Landlord) is entitled to access the Property in accordance with Section 30 (a) and (b) of this Lease.

**(9) TERM**

- (a) The term of this Agreement commences on the Commencement Date
- (b) The term of this Agreement ends on the Termination Date

**(10) HOLDING OVER**

- (a) In the event that the Tenant continues to occupy or possess the Property after the termination date, such occupation or possession will continue on the terms of this Agreement except that it will be a month to month tenancy and may be terminated by either Party by giving one calendar months' notice to the other Party.
- (b) At the completion of the renovations to the Property the Landlord and the Tenant shall enter into a new lease agreement.

**(11) RENT**

- (a) In consideration for the Landlord providing possession of the Property to the Tenant throughout the term of this lease, the tenant will pay the rent to the Landlord.
- (b) Rent is payable in advance
- (c) The Tenant will make the first payment of rent upon receipt of an initial invoice from the Landlord for the month of June 2020 and will make subsequent monthly payments of rent on or before the first day of the month thereafter.
- (d) The Tenant shall additionally pay the Landlord for electricity in accordance with Section 14 (c) of this Lease.

**(12) PAYMENT OF RENT**

The Tenant must pay rent by direct deposit into the following bank account (or such other bank account as is nominated in writing by the Landlord)

JA Lanzon Superannuation Fund  
BSB: 064-238  
Account Number: 1006 6153

**(13) PROPERTY CONDITION AT COMMENCEMENT**

The Landlord must ensure that the Property is in a reasonable condition and ready to be used for the permitted use as at the commencement date subject to the renovations being undertaken during the period of this Lease and any subsequent hold over period.

## **(14) UTILITIES AND OUTGOINGS**

- (a) The Landlord will promptly pay land tax, council rates, water rates, and sewage rates in relation to the Property.
- (b) The Tenant will promptly pay any charges for electricity, internet, telephone, water usage, gas, rubbish collection or other charges related to or arising out of the tenants use of the Property.
- (c) For the Term of this Lease and any holdover thereof the Landlord and the Tenant shall share the cost of the electricity charged to the Property equally and such half share of the electricity shall be billed to the Tenant by the Landlord periodically.

## **(15) INSURANCE**

- (a) The Landlord will obtain appropriate insurance in relation to the Property, which may include but is not limited to: insurance against damage or destruction by fire, explosions, storm and tempest, water damage, riots, malicious damage and other usual risks, for the full cost of rebuilding and reinstating the property.
- (b) The Tenant hereby acknowledges and agrees that the Landlord is not liable in any way for any harm, damage or loss to the tenant's personal property.
- (c) The Tenant hereby acknowledges and agrees that the Tenant's personal property is not insured by the Landlord.
- (d) The Tenant hereby acknowledges and agrees that if the Tenant has any concerns about harm, loss or damage to any of the Tenant's personal property then the tenant will have to organise the Tenant's own insurance for that personal property.
- (e) The Tenant must not do anything or omit to do anything which may prejudice any insurance policy that benefits the Landlord, or to cause such insurance policy to become void, voidable or otherwise invalid.
- (f) The Tenant must not, without prior written consent from the Landlord, do anything or omit to do anything which may cause an increase in the rate of any insurance premium payable by the Landlord in relation to the property.
- (g) In the event that the Tenant does (whether through act or omission) cause an increase in the rate of any insurance premium payable by the Landlord in relation to the Property, the Tenant must account to the Landlord for that insurance premium upon the Landlord's demand.
- (h) The Tenant must obtain adequate insurance for any external glass and window frames, must ensure that the Landlord is recorded as an interested Party on such insurance policy or policies and must, upon the Landlord's request, provide evidence to the Landlord's reasonable satisfaction of such insurance policy or policies.
- (i) The Tenant must obtain adequate public liability insurance against bodily injury, product liability (if applicable) property damage, contractual liability or any other relevant class of public liability, and must, upon the Landlord's request, ensure that the Landlord is recorded as an interested party on such insurance policy or policies and provide evidence to the Landlord's reasonable satisfaction, of such insurance policy or policies.

(j) The public liability insurance described under the preceding sub-clause hereof must provide insurance of the minimum amount defined in this Lease.

## **(16) LOCKS**

(a) The Landlord must provide locks (and any other relevant security devices) to ensure that the property is adequately secure.

(b) The Tenant may not add, or alter any lock (or other security device) without the express written consent of the Landlord or a court order.

(c) The Landlord must not add, remove or alter any lock (or other security device) without the permission of the Tenant, or a court order.

(d) In the event that either Party adds or alters any locks (or other security device) that Party must ensure that the other Party receives a copy of all relevant keys, opening devices, codes or other information that are required to open the locks or security device.

(e) The Landlord will assign the registered key set for the Property to the Tenant and retain a single copy of the registered key set in compliance with section 16 (d) of this Lease.

(f) The responsibility for the replacement of the registered key set in the event of loss of any or all of the registered keys shall rest with the party, Landlord or Tenant, who is unable to produce the original part or whole of the registered key set for which they are responsible.

(g) The Tenant shall reassign the registered key set for the Property to the Landlord at such time as the Tenant may vacate the Property in accordance with this lease or in any other circumstance.

## **(17) SIGNAGE**

The Tenant hereby acknowledges and agrees that within three calendar months of the Termination Date, the Landlord is permitted to erect on or at the property, a reasonable sign or reasonable signs to advertise that the property will be available to rent.

## **(18) TENANT'S CARE OF THE PROPERTY**

The Tenant must take all responsible steps to look after the Property, to keep the property in the same condition as it is in at the Commencement Date (fair wear and tear permitted) and to keep the Property in a clean, neat and tidy condition. In particular, the Tenant must:

(a) Not keep any pets or any other animals at the Property without prior written consent of the Landlord.

(b) Not make any alterations to the Property or additions to the property without the prior written consent of the Landlord, which includes but is not limited to:

(i) Putting nails, screws or picture hooks in any walls, frames or any other parts of the Property.

- (II) Painting, defacing or otherwise marking any parts of the Property.
- (III) Installing any antennae, signs, electrical connections, telecommunication connections or other connections.

(c) Ensure that rubbish, recycling, trade refuse or other waste matter is regularly removed from the Property and prior to such removal is only allowed to be stored in such places as shall not create unsightliness or a harbour for vermin and shall not encroach upon neighbouring tenants or property.

(d) Avoid putting anything down any toilet, sink or drain that may be likely to cause a blockage, obstruction or damage.

(e) Not perform any other act or omission which could reasonably be expected to cause harm or damage to the property.

(f) Promptly notify the Landlord of any harm, loss or damage to the property or any defect in the Property, whether or not caused by an act or omission of the Tenant.

## **(19) HAZARDOUS MATERIALS**

The Tenant must not keep or have at the Property any article or things of a dangerous, flammable, explosive nature that might substantially and unreasonably increase the danger of fire or explosion on the property, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of the Landlord is obtained and proof of adequate insurance protection is provided by the Tenant to the Landlord.

## **(20) INDEMNITY**

(a) The Tenant hereby indemnifies and keeps indemnified the Landlord and any of the Landlord's employees, agents, subcontractors, representatives or affiliates (each hereinafter being referred to as an "Indemnified Party") against any loss, damage, claim, demand or liability whatsoever (whether criminal or civil) and any and all legal and other fees and costs incurred by the Landlord, including but not limited to:

- (I) Damage to any or all of the Property
- (II) Loss of any or all of the Property
- (III) A claim by any person for loss or damage to personal property
- (IV) A claim by any person for personal injury or death

And whether resulting from:

- (I) The Tenant's use of the Property; or
- (II) Anything provided under this Agreement; or
- (III) Any transaction, contract, event or matter arising from or connected with the Tenant's use of the Property; or
- (IV) The relationship between the Landlord and the Tenant

(b) The Tenant shall not be liable under the indemnity given under this clause where a court of competent jurisdiction, giving a final judgement, holds that any loss, damage or liability is the result of the gross negligence, wilful misconduct or bad faith of an Indemnified Party.

(c) This clause will survive the termination or expiration of this Agreement.

## **(21) TERMINATION**

(a) Either party may terminate this Agreement by providing one month's notice to the other Party, upon the expiry of the term.

(b) In the event that the Tenant has continued to occupy or possess the Property after the Termination Date, either Party may terminate this Agreement by providing one month's notice to the other Party.

(c) The Landlord may re-enter the Property, (at which point the tenancy created by this Agreement shall cease absolutely) in the following circumstances:

(I) If the Tenant has failed to pay rent for the following time period (regardless of whether or not the Landlord has made a formal demand for payment): 30 days

(II) If the Tenant has failed to fulfil any of the Tenant's obligations under this Agreement, and does not rectify such failure within 14 days of being notified by the Landlord in writing of such failure.

(III) If a petition in bankruptcy or other insolvency proceeding is filed against the Tenant and is not dismissed within thirty days of filing;

(IV) If the Tenant makes any assignment for the benefit of any creditor(s);

(VI) If the Tenant vacates or abandons the Property.

## **(22) EVENTS AFTER TERMINATION**

(a) Upon termination or expiry of this Agreement, the Tenant must, at the Tenant's costs and as required by the Landlord, remove any of the Tenant's personal property, fixtures, signs and any other items which have been added to, or placed at the Property by the Tenant and must make good, to the Landlord's reasonable satisfaction, any damage or defacement to the Property that such removal causes.

(b) Upon termination or expiry of this Agreement, the Tenant must, at the Tenant's cost, provide the Landlord with vacant possession of the Property and must hand over any key and/or any other security items in relation to the Property.

(c) Upon termination or expiry of this Agreement, the Landlord may use such reasonable force as is necessary in order to access the property, retake possession of the Property, and remove the Tenant and any of the Tenant's employees, agents, representatives, invitees, affiliates or personal property from the property. The Tenant and all of the Tenant's employees, agents, representatives, invitees and affiliates hereby release the Landlord from any claims, demands, or liabilities whatsoever in relation to any action which the Landlord takes in accordance with this clause.

(d) Upon termination or expiry of this Agreement, the Tenant must, at the Tenant's cost, ensure that the Property is in the same condition as it was in at the Commencement Date (fair wear and tear permitted)



(e) In the event that the Tenant continues to use or occupy the Property after the termination of this Agreement, the Landlord will be entitled to recover from the Tenant an amount equal to the rent that would have been payable for that period under this Agreement, had the Agreement continued through that period, in addition to any other claim which the Landlord may make against the Tenant.

(f) In the event that the Landlord (or an agent of the Landlord) services a notice to terminate this Agreement or to demand immediate possession of the property, the demand or acceptance by the Landlord (or any agent of the Landlord) of any rent or any other money from or on behalf of the Tenant, will not create a new lease in relation to the Property and will not affect the validity of any notice.

(g) This clause will survive the termination or expiration of this Agreement.

### **(23) ABANDONED GOODS**

In the event that the Tenant abandons the Property and leaves personal property, fixtures, signs or any other items (cumulatively, 'Abandoned goods') at the Property:

(a) The Landlord may consider such Abandoned Goods to be abandoned; and

(b) The Landlord may dispose of the Abandoned Goods or may sell the Abandoned Goods without having any liability to the Tenant for doing so; and

(c) In the event that the Landlord sells any or all of the Abandoned Goods, the Landlord will not have to account to the Tenant for the proceeds of the sale.

### **(24) CURRENCY**

Any amounts of money described in this Agreement are in Australian dollars unless specifically stated otherwise.

### **(25) GOODS AND SERVICES TAX**

Any amounts of money described in this Agreement Goods & Services Tax (GST) are not applicable unless specifically stated otherwise.

### **(26) FORCE MAJEURE**

In the event that circumstances arise which:

(I) Are outside of the reasonable control of either party; and

(II) Mean that the Property cannot reasonably be used for the permitted use; and

(III) Cannot be reasonably rectified within a reasonable timeframe;

Then either Party may terminate this Agreement by providing seven days' notice to the other Party.

## **(27) NOTICES**

(a) Any notice, demand, request or other correspondence in relation to this Agreement, which is required or permitted to be given in writing will be deemed validly given to the Landlord if delivered by email nominated by the Landlord, or delivered personally or by pre-paid post to the following address:

PO Box 139, Calliope, QLD, 4680

Email Address: j\_a\_lanzon@hotmail.com

(b) Any notice, demand, request or other correspondence in relation to this Agreement, which is required or permitted to be given in writing will be deemed validly given to the Tenant if delivered by email nominated by the Tenant, or delivered personally or by pre-paid post to the following address:

5/6 Little Bramston Street, Gladstone Qld. 4680

Email Address: admin@centralelectricalgroup.com

(c) Any Party (The Nominating Party') may nominate another address ('The New Address') by notifying the other Party in writing of the New Address. Any notice, demand, request or other correspondence in relation to this Agreement, which is required or permitted to be given in writing, will after nomination of the New Address, be deemed validly given if delivered to the Nominating Party at the New Address.

(d) Any notice delivered by pre-paid post in accordance with this clause will be deemed to have been served on the second business day after posting.

## **(28) WAIVER**

(a) The waiver by either Party of any right or remedy in relation to a breach, default, delay or omission by the other Party of any provision or provisions of this Agreement will not be construed as a waiver of any subsequent breach of the same or other provisions of this Agreement.

(b) The failure or delay by either Party in exercising any right or remedy under this Agreement will not constitute a waiver of that right or remedy, nor will it prevent or impair that Party from subsequently exercising that right or remedy.

(c) Any rights or remedies provided in this Agreement are cumulative and are in addition to any rights or remedies provided by law.

## **(29) ASSIGNMENT**

(a) The Tenant must not, whether voluntarily or by operation of law, assign, sub-let, delegate or otherwise part with possession of the Property or any part thereof without the prior written consent of the Landlord.

(b) The Landlord may not unreasonably withhold any consent requested under the preceding sub-clause hereof.

### **(30) ADDITIONAL TERMS**

The following additional term (s) apply to this Agreement:

(a) The Tenant will allow full access to the Property, including access outside of normal business hours, for the purpose of completing renovations to the Property.

(b) The Tenant and the Landlord acknowledge that the renovations may cause some temporary inconvenience to either or both parties and agree to negotiate a mutually beneficial plan to minimise such inconvenience.

### **(31) ENTIRE AGREEMENT**

(a) The Parties agree that in relation to the subject matter of this Agreement, this Agreement represents the entire Agreement between the Parties. The Parties confirm that no warranties, representations, conditions or collateral agreements affect this Agreement or the subject matter of this Agreement except as otherwise provided in writing or as expressly provided in this Agreement.

(b) For the sake of clarity, the Parties agree that any subsequent written agreements entered between the Parties, may apply in addition to this Agreement.

### **(32) AMENDMENTS**

Any amendments or modifications to this Agreement, and any additional obligations imposed on either Party in relation to this Agreement will not be binding on either Party unless in writing and signed by each Party (either personally or by an authorised representative)

### **(33) APPLICABLE LAW**

This Agreement is subject to the laws of Queensland and each Party submits to the jurisdiction of the courts of Queensland.

### **(34) SURVIVAL OF OBLIGATIONS**

At the termination or expiration of this Agreement, any provisions of this Agreement which would by their nature be expected to survive termination or expiration shall remain in full force and effect, including but not limited to any provisions which explicitly state that they will survive termination or expiration.

### **(35) HEADINGS**

Headings are for convenience only and do not affect the interpretation of this Agreement. A reference to any part or clause is a reference to a part or clause in this Agreement.

## **(36) COUNTERPARTS**

This Agreement may be signed by the Parties in any number of counterparts, each of which when executed and delivered shall be taken to be a duplicate original and all counterparts together shall be taken to be as constituting a single original document.

## **(37) SCHEDULE**

Schedule is included for ease of reference only. If there is a conflict between this schedule and another term of this agreement, the latter shall prevail.

### **Landlord**

JA Lanzon Proprietary Limited As Trustees for JA Lanzon Superannuation Fund

### **Landlord's Address**

PO Box 139 Calliope Qld 4680

### **Landlord's Email Address**

j\_a\_lanzon@hotmail.com

### **Landlord's Phone**

0499 014 527

### **Tenant**

Central Electrical Group

### **Tenant's Address**

5/6 Little Bramston Street, Gladstone, Qld. 4680

### **Tenant's Email Address**

Email Address: admin@centralelectricalgroup.com

### **Tenant's Phone**

0434 933 146

### **Property**

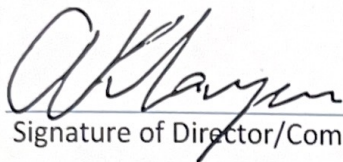
5/6 Little Bramstone Street, Gladstone Qld. 4680

### **Rent Amount**

855.00 per calendar month

**EXECUTED AS AN AGREEMENT BY THE PARTIES**

Executed on behalf of JA Lanzon Proprietary Limited As Trustees for JA Lanzon Superannuation Fund in accordance with s127 of the *Corporations Act 2001 (Cth)* by:



Signature of Director/Company Secretary


Alana Lanzon

Name of Director/Secretary (Please print name)

30/06/2022

Date

**Executed on behalf of Central Electrical Group by:**



Signature of person executing on behalf of Central Electrical Group

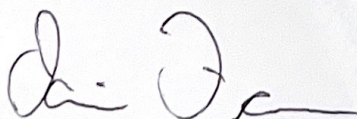
Jeremy Lanzon

Name of person executing on behalf of Central Electrical Group (Please print name)

30/06/2022

Date

**In the presence of:**



Witness Signature

Ian Fraser

Witness Name (Please print)

Witness Occupation