

1 – LESSOR :PAUL SHERMAN HOMES PTY LTD AS TRUSTEE FOR THE COTTERILL SUPERANNUATION FUND (ABN 39 584 489 768) (LYSAN PTY LTD = ACN: 005 561 795

2 –LESSEE: MICKELL PTY LTD TRADING AS BERTIL MOTORS ACN:162 511 640

3 – PREMISES: 489/491 TOORONGA ROAD HAWTHORN EAST 3123

4 – FIXTURES AND CHATTELS (WALK IN WALK OUT)

5 – TERMS :

6 – COMMENCEMENT DATE : 01/04/2013

7 – RENTAL \$3000.00 PER WEEK INCLUDING GST (272.72) RENT COMMENCES 01/04/2012

CLAUSES

8 – MANNER OF PAYMENT – WEEKLY

9 – LESSORS AGENT –

10 – OUTGOINGS EXCLUDED – NIL

11 – PORTION OF RATES TAXES ETC TO BE BOURNE BY MICKELL PTY EXPIRES

100% OF ALL OUTGOINGS APPLICABLE TO THE DEMISED PREMISES

11A – THE PROPORTION OF THE LETTABLE AREA OF THE PREMISES

12 – LEASE WILL BE FOUR (4) X FOUR (4) X FOUR (4)

13 – FURTHER TERMS - OPTION AFTER LEASE TERM EXPIRES

14 – MARKET REVIEW – YEARLY STARTING 1ST APRIL 2014

15 – PERCENTAGE INCREASE - YEARLY BETWEEN TWO PARTIES

Hawthorn.

1. DEFINITIONS AND INTERPRETATION

This document is to be interpreted according to the following rules:-

1.1. The listed expressions appearing in bold print have the meanings set out opposite them:

EXPRESSION	MEANING
Act	Retail Leases Act 2003.
GST	has the same meaning as when used in the GST Act
GST Act	A New Tax System (Goods and Services Tax) Act 1999
guarantee	the guarantee and indemnity in respect of the tenant's obligations under the lease given by both the old tenant's guarantor and the new tenant's guarantor .
item	an item in the schedule to this document.
landlord	the person named in item 2 , or any other person who will be entitled to possession of the premises when the term of this lease ends.
lease	the Lease a copy of which is attached or as otherwise identified in item 1 .
new tenant	the person named in item 4 , or any person to whom the renewed lease is subsequently transferred.
new tenant's guarantor	the person named in item 7 .
old tenant	the person named in item 3
old tenant's guarantor	the person named in item 6 .
premises	the premises specified in item 1 .
term	the period stated in item 1
transfer date	the date referred to in item 5

- 1.2. Unless otherwise specified, the words and phrases used in this document have the same meaning as in the **lease**.
- 1.3. If the tenant named in the **lease** is not the **old tenant** herein, then the **premises**, by virtue of a previous transfer(s), were transferred to the **old tenant** for the residue of the term of the **lease**.
- 1.4. The **landlord** (even if not named as the landlord in the **lease**) is now the person entitled to take possession of the **premises** if the tenancy ends.
- 1.5. References to laws include regulations, instruments and by-laws and all other subordinate legislation or orders made by any authority with Jurisdiction over the premises. Illegal means contrary to a law as defined in this sub-clause.
- 1.6. This document must be interpreted so that it complies with all laws applicable in Victoria. If any provision of this document does not comply with any law, then the provision must be read down so as to give it as much effect as possible. If it is not possible to give the provision any effect at all, then it must be severed from the rest of the document.
- 1.7. The law of Victoria applies to this document.
- 1.8. Any change to this document must be in writing and signed by the parties.
- 1.9. An obligation imposed by this document on or in favour of more than one person binds or benefits all of them jointly and each of them individually.
- 1.10. The use of one gender includes the others and the singular includes the plural and vice versa and a reference to a person includes a corporation.

9. LANDLORD'S PROMISES

The **landlord**:-

- 9.1 promises that, if it is not the **landlord** named in the **lease**, it is now the person entitled to take possession of the **premises** if the **lease** ends,
- 9.2 promises that the **lease** and **options** are valid and that no changes have been made to them,
- 9.3 consents to this transfer, and
- 9.4 agrees not to take any action against the **old tenant** before the **transfer date** which would harm the **new tenant's** rights.

10. GUARANTEE AND INDEMNITY

10.1 The **new tenant's guarantor**:-

- 10.1.1 guarantees that the tenant will perform all its obligations under the **lease** for the term and any renewed term or terms and during any period of overholding after the end of the term,
 - 10.1.2 must pay on demand any amount which the **landlord** is entitled to recover from the tenant under the **lease** whether in respect of the term, any further term or further terms or any period of overholding, and
 - 10.1.3 indemnifies the **landlord** against all loss resulting from the **landlord** having entered into this transfer of the **lease** whether from the tenant's failure to perform its obligations under it or from the **lease** being or becoming unenforceable against the tenant and whether in respect of the term, any renewed term or terms or any period of overholding.
- 10.2 The liability of the **new tenant's guarantor** will not be affected by:-
- 10.2.1 the **landlord** granting the tenant or a guarantor time or any other indulgence, or agreeing not to sue the tenant or another guarantor,
 - 10.2.2 failure by any person named as **new tenant's guarantor** to sign this document,
 - 10.2.3 transfer (except in accordance with the **Act**, if the **Act** applies) or variation of the **lease**, but if the **lease** is transferred, the **new tenant's guarantor's** obligations, other than those which have already arisen, end when the term ends and do not continue into a term renewed by a **new tenant** nor a period of overholding by a **new tenant**
 - 10.2.4 the fact that the **lease** is subsequently registered at the Land Registry or not registered, or, for any reason, is incapable of registration, or
 - 10.2.5 transfer of the freehold of the **premises**.
- 10.3 The **new tenant's guarantor** agrees that:-
- 10.3.1 the **landlord** may retain all money received including dividends from the tenant's bankrupt estate, and need allow the **new tenant's guarantor** a reduction in its liability under this guarantee only to the extent of the amount received,
 - 10.3.2 the **new tenant's guarantor** must not seek to recover money from the tenant to reimburse the **new tenant's guarantor** for payments made to the **landlord** until the **landlord** has been paid in full,
 - 10.3.3 the **new tenant's guarantor** must not prove in the bankruptcy or winding up of the tenant for any amount which the **landlord** has demanded from the **new tenant's guarantor**, and
 - 10.3.4 the **new tenant's guarantor** must pay the **landlord** all money which the **landlord** refunds to the tenant's liquidator or trustee in bankruptcy as preferential payments received from the tenant.
- 10.4 If any of the tenant's obligations are unenforceable against the tenant, then this clause is to operate as a separate indemnity and the **new tenant's guarantor** indemnifies the **landlord** against all loss resulting from the **landlord's** inability to enforce performance of those obligations. The **new tenant's guarantor** must pay the **landlord** the amount of the loss resulting from the unenforceability.

EXECUTED AS A DEED ON

DATE: 22 3 2013

EXECUTED by
PAUL SHERMAN HOMES PTY LTD)
(ACN 006 030 271))
by being signed by those persons who)
are authorised to sign for the Company.)

x [Signature]
Signature of Director

JOHN ALBERT ARTHUR COTTERILL
Print full name

707 HEALESVILLE YARRA RD
Print usual address

GLENN YARRA GLEN

x [Signature] Judith Ann Cotterill
Signature of Director/Secretary

JUDITH ANN COTTERILL
Print full name

707 Healesville Yarra Glen Rd
Print usual address

Yarra Glen

EXECUTED by
LYSAN PTY LTD)
(ACN 005 561 795))
by being signed by those persons who)
are authorised to sign for the Company.)

x [Signature]
Signature of Sole Director and Sole
Company Secretary

JOHN ALBERT ARTHUR COTTERILL
Print full name

707 HEALESVILLE YARRA
Print usual address

GLENN RD YARRA GLEN

Judith Ann Cotterill

JUDITH ANN COTTERILL

AS ABOVE

EXECUTED by
MICKELL PTY LTD)
(ACN 162 511 640))
by being signed by those persons who)
are authorised to sign for the Company.)

x [Signature]
Signature of Sole Director and Sole
Company Secretary

MICHAEL JOHN RUSSELL
Print full name

17 WARRIOR RD
Print usual address

CROFTON POINT

[Signature]



A. B. Natoli Pty

"not just family lawyers, but lawyers to families"

Lease

Premises: 489-491 Tooronga Road, Hawthorn
East Victoria, 3123

A. B. NATOLI PTY

Legal practitioners
ABN 95 007 162 110

24 Cotham Road
Kew, Vic 3101

P.O. Box 121, Kew

DX 32409 Kew

Telephone: (03) 9853 3222

Facsimile: (03) 9853 3679

Ref:ajj:js:58706

LEASE OF REAL ESTATE
[WITH GUARANTEE & INDEMNITY]
[Commercial Property]


The **Landlord** leases the **Premises** to the **Tenant** for the **Term** and at the **Rent** and on the conditions set out in this lease together with all necessary access over any common areas.

The **Guarantor**, if any, agrees to be bound by the Guarantor's obligations set out in this lease.

EXECUTED AS A DEED ON

DATE: 22/3 2013

EXECUTED by
PAUL SHERMAN PTY LTD)
(ACN 006 030 271))
by being signed by those persons who)
are authorised to sign for the Company.)

x 

Signature of Director

JOHN ROBERT ARTHUR COTTRELL

Print full name


Print usual address

x _____
Signature of Director/Secretary

Print full name

Print usual address

EXECUTED by
LYSAN PTY LTD)
(ACN 005 561 795))
by being signed by those persons who)
are authorised to sign for the Company.)

x 

Signature of Sole Director and Sole
Company Secretary

JOHN ROBERT ARTHUR COTTRELL

Print full name

Print usual address

SCHEDULE

- Item 1: Landlord: **PAUL SHERMAN PTY LTD**
[1.1] (ACN 006 030 271)
As Trustee for THE COTTERILL SUPERANNUATION FUND
of 489 Tooronga Road, Hawthorn East, Victoria 3123
- Item 2: Tenant: **LYSAN PTY LTD**
[1.1] (ACN 005 561 795)
Trading as BERTIL MOTORS
of 489 Tooronga Road, Hawthorn East, Victoria, 3123
- Item 3: Guarantor: NIL
[1.1]
- Item 4: (a) Premises: 489-491 Tooronga Road, Hawthorn East Victoria, 3123
[1.1] (b) Land: As above
- Item 5: Landlord's installations:
Those fixed floor coverings, electric light fittings, security alarm, fire extinguishers and hot water service of the **landlord**, air-conditioning units and ducts in and about the **premises** at the start of the lease (as defined in Clause 1.1 of the lease), if any, and those added by the **landlord** since.
- Item 6: Rent: \$150,800.00 p.a. including GST
[1.1]
- Item 7: Tenant's installations:
[1.1] As installed from time to time.
- Item 8: Term of the lease:
[1.1] Four (4) years commencing on 1 October 2012.
- Item 9: How rent is to be paid:
[2.2.1] By calendar weekly in advance on the first day of each week with the first payment due on 1 October 2012.
- Item 10: Building outgoings which the tenant must pay or reimburse:
[1.1, 2.1.2, 2.1.5 & 5.4] *Where the Premises consist of the entire lettable area of the building*
100% of all building outgoings
- Item 11: Risks which the insurance policies must cover:
[1.1 & 6.2] Such risks as the **landlord** reasonably requires from time to time.
- Item 12: Amount of public risk insurance cover
[1.1 & 2.3.1] \$10,000,000.00 or such other amount as the **landlord** reasonably requires from time to time.

- (b) any consent, approval, authorisation which may be required or granted by any government agency in connection with the **tenant**, the **tenant's** business or the permitted use;
 - (c) the permitted use of the **premises** on the **landlord** or in the building;
 - (d) the size, location or suitability of the **premises**, the land or the building; or
 - (e) whether or not any permit is required for the use proposed by the **tenant**,
- AND the **tenant** acknowledges that it is its responsibility, at its own expense entirely, to ensure that all approvals, consents and licenses required by the **tenant** for the conduct of the business and the permitted use are obtained, maintained, observed and complied with by the **tenant** at all materials times throughout the term and any further term.

22.2 Notwithstanding anything hereinbefore contained in this lease to the contrary, the **premises** are leased in their present state and condition as at the start of the lease (as defined in Clause 3.1 of the Lease) and the **landlord**, apart from the Landlord's obligations under the **Act** should it apply to this lease, shall not be required to remedy, repair or make good the **premises** or any part of it.

22.3 The **tenant** shall, within 14 days from the commencement date, supply to the **landlord** or its agent, written notification and photographic documentation (if necessary) of and damage, malfunction or omission in regards to any fixture, fitting or structure in the **premises**. Failure to do so will constitute admission by the **tenant** as to the fact that the **premises** were in good order, clean and tidy and in good maintenance at the commencement of the occupancy.

22.4 The **tenant** acknowledges that it has management and control of the **premises** for the purposes of the Occupational Health and Safety Act 2004 (**Act**) and agrees to:

- (a) give written notice to the **landlord** as soon as possible after the **tenant** becomes aware of any potential or actual issue in relation to Occupational Health and Safety or the **Act**; and
- (b) indemnify the **landlord** against any liability of the **landlord** or claim made against the **landlord** in relation to Occupational Health and Safety or the **Act** arising from the occupation of the **premises** by the **Tenant**.

22.5 The following Clauses in the Lease are hereby amended as follows:-

- (a) Clause 2.1.1 of this lease is hereby amended by deleting the word "deductions" on the first line and replacing it with, "deductions whatsoever including any set-off, equitable or otherwise."
- (b) Clause 2.1.6 is hereby amended by adding after the word "**premises**" the following:-
"and also pay within 7 days of a request any excess or other like sums payable by the **landlord** in respect of any insurance claims for the **premises**."
- (c) Clause 7.1.1 of this Lease is hereby deleted and replaced by the following:-
"7.1.1 the **tenant** does not pay the rent for 7 days - no demand is necessary; or"
- (d) Clause 13.5 is amended by adding:-
"Any such guarantee must not have any termination date but remain open but the landlord will hand back the guarantee:-
 - a) If the lease is transferred with the written consent of the **landlord**, upon the landlord being given a fresh replacement guarantee from the new assignor/tenant; or
 - b) Upon the tenant vacating the premises and all covenants and obligations under the lease having been duly complied with by the **tenant**.

22.6 The **tenant** must: -

- (a) keep the **premises** clean and tidy and clear of pests and vermin at all times;
- (b) place all rubbish in proper containers within the **premises** or in other places (if any) specified by the **landlord** from time to time and if appropriate arrange for its collection;
- (c) comply with the **landlord's** reasonable directions relating to the tenant's cleaning obligations, including using the services of cleaning contractors approved by the **landlord** from time to time if requested to do so;
- (d) maintain all shrubbery, yards and paths in a tidy, clean and attractive condition;
- (e) install all equipment and electrical items in a proper and workmanlike manner and in accordance with the recommendations instructions or guidelines of the

destruction of the tenants' property, including stock, plant and equipment, fixtures and fittings (including **tenant** installations) for their full replacement value.

- 22.15 Should the Security Deposit represent a multiple of a months rental, then upon increases in rental in accordance with the lease, the **tenant** must within 14 days, if requested in writing by the **landlord**, provide a security, being a sum which bears the same proportion to the amount of the rental increase so that the Security Deposit is maintained at the agreed multiple of rental from time to time
- 22.16 The **tenant** shall provide to the **landlord** 90 days written notice of its intention to vacate the **premises**, before the end of the term, or any overholding period.
- 22.17 When the **tenant** is vacating the premises, in accordance with the lease terms and conditions, the **tenant** will remain liable to pay rent and outgoings until:-
- (a) the lease expires; and
 - (b) the **tenant** has delivered to the landlord or the **landlord's** agent all keys to the **premises**; and
 - (c) the **premises** has been repaired or put into the order or condition the **premises** is required to be in when the term comes to an end.
- 22.18 When the **tenant** vacates the **premises** and where the **landlord** instructs the **tenant**, the **tenant** is required at their own cost to:-
- (a) have all additional gas and electrical services it installed in the **premises** disconnected and removed by professionally qualified gas plumbers and electricians in accordance with the requirement of the relevant gas and electricity supply authority so as to leave the **premises** safe; and
 - (b) must give to the **landlord** or the **landlord's** agent a certificate from the gas plumber and electrician stating that disconnection and removal has been properly carried out.
- 22.19 Clause 5.1 is to be deleted and replaced with the following: -
"When the term ends either at the expiration of the lease or earlier termination, the **tenant** must -
- (a) return the **premises** to the **landlord** in a clean and tenantable condition; and
 - (b) if required to do so by the **landlord**, remove the **tenant's** installations and other **tenant's** property from the **premises** and make good any damage caused in installing or removing them.
- If the **tenant** leaves any **tenant's** installations or other **tenant's** property on the **premises** after the end of the lease, unless the **landlord** and **tenant** agree otherwise, they will be considered abandoned and will become the property of the **landlord**, but the **landlord** may in its sole discretion remove any of the **tenant's** installations or other property and recover the costs of removal and making good as liquidated debt payable on demand."



A. B. Natoli Pty

"not just family lawyers, but lawyers to families"

Disclosure Statement

Premises: 489-491 Tooronga Road, Hawthorn
East Victoria, 3123

A. B. NATOLI PTY

Legal practitioners
ABN 95 007 162 110

24 Cotham Road
Kew, Vic 3101

P.O. Box 121, Kew

DX 32409 Kew

Telephone: (03) 9853 3222

Facsimile: (03) 9853 3679

Ref:ajn:js:58706

DISCLOSURE STATEMENT BY THE LANDLORD UNDER THE RETAIL LEASES ACT 2003

NOTE

This statement is to be completed by the Landlord and should be provided to the Tenant along with the Information Brochure about retail leases published by the Small Business Commissioner and a copy of the lease at least 7 days before the signing of a new lease. The Information Brochure is also available at the Office of the Small Business Commissioner.

If the Tenant has exercised or is entitled to exercise an option to renew a retail premises lease, the Landlord is required to provide this statement to the Tenant at least 21 days before the end of the current term.

In the situation where all of the parties to a retail premises lease enter into an agreement to renew the lease, the Landlord is required to provide this statement to the Tenant at least 14 days after the entering into of the agreement.

The layout of this statement does not need to be the same as the prescribed disclosure statement in the Retail Leases Regulations 2003.

It is prudent for a Tenant to obtain independent legal and financial advice before entering into a retail premises lease.

The Tenant has remedies including termination of a lease under the **Retail Leases Act 2003** if information in this statement is misleading, false or materially incomplete.

Information contained in this statement is correct as at the date of this statement but may change after the date of this statement and during the term of the lease.

Landlord:	PAUL SHERMAN PTY LTD (ACN 006 030 271) AS TRUSTEE FOR THE COTTERILL SUPERANNUATION FUND
Tenant:	LYSAN PTY LTD trading as BERTIL MOTORS(ACN 005 561 795)
Premises:	489-491 TOORONGA ROAD, HAWTHORN EAST VICTORIA, 3123

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Part 3 Works, fit out and refurbishment	Part 10 Other disclosures
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Part 7 Alteration works (including renovations, extensions, redevelopment, demolition)	

KEY DISCLOSURE ITEMS

1	Annual base rent under the lease - (see item 10.1)	\$150,800.00 p.a. Including GST (if applicable)
2	Is a rent based on turnover payable by the tenant in year 1? - (see item 12)	No
3	Total estimated outgoings and promotion and marketing costs for the tenant in year 1 - (see Part 5 and Part 6)	\$21,580.00 Plus GST
4	Term of the lease - (see item 5)	Four (4) years
5	Estimated commencement date of the lease - (see item 5.1)	1 October 2012
6	Estimated handover date of the premises - (see item 7.1)	1 October 2012 - Tenant in possession
7	Does the tenant have an option to renew for a further period (exercised in writing and given to the landlord on or before the last day stated in the option clause)? - (see item 6)	Yes
8	Does the lease provide the tenant with exclusivity in relation to the permitted use of the premises? - (see item 2.2)	The tenant has exclusive use of the premises for the permitted use.

PART 2 TERM OF LEASE AND OPTION/S TO RENEW LEASE

5 Term of lease

- 5.1 Date lease commences - 1 October 2012
(see also date of handover at item 7) Actual
- 5.2 Length of term - Four (4) years
- 5.3 Date lease expires - 31 March 2017
(based on the date indicated at item 5.1 as the date the lease commences)
-

6 Option/s to renew lease

- 6.1 Option/s details - Two (2) option of four (4) years
(note: an option to renew a lease must be exercised in writing and given to the landlord on or before the last day stated in the option clause of the lease)

No options to renew lease Options as follows: -

Length of option	Period of option	Exercise date
4 years Actual	1 March 2017 to 28 February 2021	1 November 2016 to 31 January 2017
4 years Actual/Estimate	1 March 2021 to 28 February 2025	1 November 2020 to 31 January 2021

[List all options to renew lease]

PART 3 WORKS, FIT OUT AND REFURBISHMENT

7 Date of handover

- 7.1 Date of handover - 1 October 2012
(if different to the date the lease commences indicated at item 5.1)
-

8 Landlord's works

- 8.1 Description of works to be carried out by the landlord before the date the lease commences Not applicable
[exclude any works that form part of the tenant's fit out at item 9]
- 8.2 Estimate of expected contribution by the tenant towards the cost of the landlord's works Not applicable
[see also outgoings (item 14) in relation to any maintenance and repair outgoings]
-

9 Tenant's fit out works

- 9.1 Fit out works to be carried out by the tenant (excluding the landlord's works at item 8) Not applicable
- 9.2 Is the landlord providing any contribution towards the cost of the tenant's fit out? Not applicable
[If Yes, insert details of landlord's contribution]
- 9.3 Does the landlord have requirements as to the quality and standard of shop front and fit out? Not applicable
[If Yes, insert details or provide fit out guide]

14 Outgoings estimates (annual) for the 12 month period - 1 October 2012 to 31 March 2013

[State which of the following are payable by the tenant. The landlord may be prevented by the **Retail Leases Act 2003** from claiming certain costs.]

		Estimated contribution by the tenant (including GST)
14.1	Building security Fire levy Fire protection	\$ \$600.00 + GST
14.2	Air conditioning/temperature control air conditioning maintenance air conditioning operating costs	\$ \$
14.3	Building management Body corporate/strata levies Insurance	\$ \$18,000.00 + GST
14.4	Government rates and charges Local government rates and charges Water, sewerage and drainage rates and charges (Note: under section 50 of the Retail Leases Act 2003 , the landlord may not claim land tax as an outgoing)	\$2,300.00 + GST \$680.00 + GST
14.5	List any other outgoings - Essential Services	\$
14.6	Total outgoings for the building	\$21,580.00 + GST
14.7	Formula for determining tenant's share of the total outgoings for the building	100% of all outgoings
14.8	Estimated tenant contribution to outgoings	\$21,580.00 + GST

PART 6 OTHER COSTS**15 Advertising and promotional costs**

15.1 Is the tenant required to contribute towards advertising and promotional costs (including marketing fund contributions) for the building/centre?
No

16 Other monetary obligations and charges

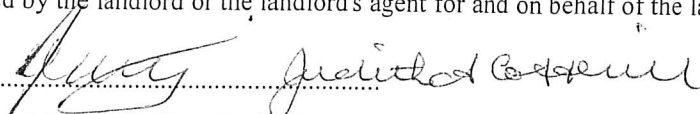
16.1 Outline any costs arising under the lease including up-front costs or other costs not part of the outgoings and not referred to elsewhere in this disclosure statement -

- charges for services connected to the premises, including light, gas, power, telephone and water
- the cost of preparing Disclosure Statements requested by the Tenant relating to a Transfer of the Lease.
- repairs, maintenance and replacement expenses relating to the upkeep and use of premises (including air-conditioning)
- costs and expenses in connection with any alterations the Tenant may wish to make to the premises
- legal costs and expenses and agent's expenses relating to sub-lettings or assignments of the lease or default under the lease
- interest on overdue moneys payable to the Landlord
- indemnities in favour of the Landlord relating to accidents which occur on the premises
- costs and expenses of complying with legislation applicable to the premises
- premiums and charges for public liability and plate glass insurance or any excess payable by the Landlord in respect of any insurance claims for the premises
- costs and expenses of removing Tenant's fixtures and fittings and making good the premises when the lease comes to an end
- a share of valuer's costs and expenses of rent determinations (if applicable).

24 Landlord's signature

24.1 Name of landlord - PAUL SHERMAN PTY LTD (ACN 006 030 271) AS TRUSTEE FOR THE COTTERILL SUPERANNUATION FUND

24.2 Signed by the landlord or the landlord's agent for and on behalf of the landlord

x..... 

24.3 Name of the landlord's authorised representative or landlord's agent -

24.4 Date 22/01/2013

PART 12 TENANT ACKNOWLEDGEMENTS AND SIGNATURE

25 Acknowledgements by the tenant

By signing this disclosure statement, the tenant confirms and acknowledges that the tenant received this disclosure statement

Before entering into a lease, tenants should consider these key questions:

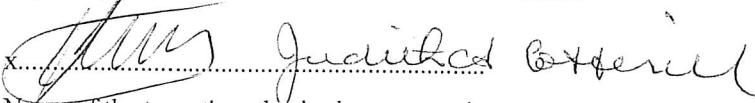
- Does the planning authority allow your proposed use for the premises under planning law?
- Is the security of your occupancy affected by:
 - mortgages, charges or encumbrances granted by the landlord?
 - rights and obligations under a head lease?
- Does the premises comply with building and safety regulations? Is the premises affected by outstanding notices by any authority?
- Could your trading be affected by disturbances or changes to the building/centre?
- Does the landlord require you to refurbish the premises regularly or at the end of the lease?
- Can the landlord end the lease early even if you comply with the lease?
- Are all the existing structures, fixtures and plant and equipment in good working order?
- Are you required to make good the premises at the end of the lease?

26 Tenant's signature

It is important that a tenant seek independent legal and financial advice before entering into a lease.

26.1 Name of tenant - LYSAN PTY LTD trading as BERTIL MOTORS(ACN 005 561 795)

26.2 Signed by the tenant or for and on behalf of the tenant

x..... 

26.3 Name of the tenant's authorised representative -

[insert name of person signing with the authority of the tenant]

26.4 Date 22/03/1 /2013

PART 13 ATTACHMENTS

27 List of attachments

- | | | |
|------|---|----------------|
| 27.1 | Plan of premises
(see item 1.2) | Not applicable |
| 27.2 | Head lease or Crown lease
(see item 4.2) | Not applicable |
| 27.3 | Additional attachments | Nil |

COTTERILL SUPERANNUATION FUND
707 HEALESVILLE YARRA GLEN ROAD
YARRA GLEN
YARRA GLEN, VIC 3775

Tax Invoice

Company Business Number 39 346 609 406

Date 1/03/2020
Invoice # 227

Bill To
BERTIL MOTORS
489 491 Tooronga ROAD
HAWTHORN EAST, VIC

Ship To

P.O. #
Terms Due on receipt

Ship Date 1/03/2020
Due Date 4/06/2020
Other

Tax	TAX Amt	Item	Description	Qty	Price	Amount
GST	336.36	RENT	RENT june 4			
GST	336.36	RENT	RENT 11		3,700.00	3,700.00
GST	336.36	RENT	RENT 18		3,700.00	3,700.00
GST	336.36	RENT	RENT 25		3,700.00	3,700.00

COTTERILL SUPERANNUATION FUND
cotts100@bigpond.net.au
cotts100@bigpond.net.au

0397302130
Fax 0397302130

Subtotal	\$13,454.56
GST	\$1,345.44
Total	\$14,800.00
Payments/Credits	\$0.00
Balance Due	\$14,800.00

COTTERILL SUPERANNUATION FUND
 707 HEALESVILLE YARRA GLEN ROAD
 YARRA GLEN
 YARRA GLEN, VIC 3775

Tax Invoice

Company Business Number 39 346 609 406

Date 1/03/2020
 Invoice # 226

Bill To
 BERTIL MOTORS
 489 491 Tooronga ROAD
 HAWTHORN EAST, VIC

Ship To

P.O. #
 Terms Due on receipt

Ship Date 1/03/2020
 Due Date 7/05/2020
 Other

Tax	TAX Amt	Item	Description	Qty	Price	Amount
GST	336.36	RENT	RENT may 7			
GST	336.36	RENT	RENT 14		3,700.00	3,700.00
GST	336.36	RENT	RENT 21		3,700.00	3,700.00
GST	336.36	RENT	RENT 26		3,700.00	3,700.00

COTTERILL SUPERANNUATION FUND
 cotts100@bigpond.net.au
 cotts100@bigpond.net.au

0397302130
 Fax 0397302130

Subtotal \$13,454.56
 GST \$1,345.44
 Total \$14,800.00
 Payments/Credits \$0.00
 Balance Due \$14,800.00

COTTERILL SUPERANNUATION FUND
 707 HEALESVILLE YARRA GLEN ROAD
 YARRA GLEN
 YARRA GLEN, VIC 3775

Tax Invoice

Company Business Number 39 346 609 406

Date 1/03/2020
 Invoice # 225

Bill To
 BERTIL MOTORS
 489 491 Tooronga ROAD
 HAWTHORN EAST, VIC

Ship To

P.O. #
 Terms Due on receipt

Ship Date 1/03/2020
 Due Date 2/04/2020
 Other

Tax	TAX Amt	Item	Description	Qty	Price	Amount
GST	336.36	RENT	RENT april 2			
GST	336.36	RENT	RENT 9		3,700.00	3,700.00
GST	336.36	RENT	RENT 16		3,700.00	3,700.00
GST	336.36	RENT	RENT 23		3,700.00	3,700.00
GST	336.36	RENT	RENT 30		3,700.00	3,700.00

COTTERILL SUPERANNUATION FUND
 cotts100@bigpond.net.au
 cotts100@bigpond.net.au

0397302130
 Fax 0397302130

Subtotal \$16,818.20
 GST \$1,681.80
 Total \$18,500.00
 Payments/Credits \$0.00
 Balance Due \$18,500.00

COTTERILL SUPERANNUATION FUND
 707 HEALESVILLE YARRA GLEN ROAD
 YARRA GLEN
 YARRA GLEN, VIC 3775

Tax Invoice

Company Business Number 39 346 609 406

Date 2/12/2019
 Invoice # 221

Bill To
 BERTIL MOTORS
 489 491 Tooronga ROAD
 HAWTHORN EAST, VIC

Ship To

P.O. #
 Terms Due on receipt

Ship Date 2/12/2019
 Due Date 5/03/2020
 Other

Tax	TAX Amt	Item	Description	Qty	Price	Amount
GST	336.36	RENT	RENT MARCH 5			
GST	336.36	RENT	RENT 12		3,700.00	3,700.00
GST	336.36	RENT	RENT 19		3,700.00	3,700.00
GST	336.36	RENT	RENT 26		3,700.00	3,700.00

COTTERILL SUPERANNUATION FUND
 cotts100@bigpond.net.au
 cotts100@bigpond.net.au

0397302130
 Fax 0397302130

Subtotal \$13,454.56
 GST \$1,345.44
 Total \$14,800.00
 Payments/Credits \$0.00
 Balance Due \$14,800.00

COTTERILL SUPERANNUATION FUND
707 HEALESVILLE YARRA GLEN ROAD
YARRA GLEN
YARRA GLEN, VIC 3775

Tax Invoice

Company Business Number 39 346 609 406

Date 2/12/2019
Invoice # 220

Bill To
BERTIL MOTORS
489 491 Tooronga ROAD
HAWTHORN EAST, VIC

Ship To

P.O. #
Terms Due on receipt

Ship Date 2/12/2019
Due Date 6/02/2020
Other

Tax	TAX Amt	Item	Description	Qty	Price	Amount
GST	336.36	RENT	RENT FEB 6		3,700.00	3,700.00
GST	336.36	RENT	RENT 13		3,700.00	3,700.00
GST	336.36	RENT	RENT 20		3,700.00	3,700.00
GST	336.36	RENT	RENT 27		3,700.00	3,700.00

COTTERILL SUPERANNUATION FUND
cotts100@bigpond.net.au
cotts100@bigpond.net.au

0397302130
Fax 0397302130

Subtotal \$13,454.56
GST \$1,345.44
Total \$14,800.00
Payments/Credits \$0.00
Balance Due \$14,800.00

COTTERILL SUPERANNUATION FUND
707 HEALESVILLE YARRA GLEN ROAD
YARRA GLEN
YARRA GLEN, VIC 3775

Tax invoice

Company Business Number 39 346 609 406

Date 2/12/2019
Invoice # 219

Bill To

BERTIL MOTORS
489 491 Tooronga ROAD
HAWTHORN EAST, VIC

Ship To

P.O. #

Terms Due on receipt

Ship Date 2/12/2019

Due Date 2/01/2020

Other

Tax	TAX Amt	Item	Description	Qty	Price	Amount
GST	336.36	RENT	RENT jan 2nd		3,700.00	3,700.00
GST	336.36	RENT	RENT 9		3,700.00	3,700.00
GST	336.36	RENT	RENT 16		3,700.00	3,700.00
GST	336.36	RENT	RENT 23		3,700.00	3,700.00
GST	336.36	RENT	RENT 30		3,700.00	3,700.00

Subtotal \$16,818.20

GST \$1,681.80

Total \$18,500.00

COTTERILL SUPERANNUATION FUND

cotts100@bigpond.net.au

cotts100@bigpond.net.au

0397302130

Fax 0397302130

Payments/Credits \$0.00

Balance Due \$18,500.00

COTTERILL SUPERANNUATION FUND
 707 HEALESVILLE YARRA GLEN ROAD
 YARRA GLEN
 YARRA GLEN, VIC 3775

Tax Invoice

Company Business Number 39 346 609 406

Date 1/09/2019
 Invoice # 215

Bill To
 BERTIL MOTORS
 489 491 Tooronga ROAD
 HAWTHORN EAST, VIC

Ship To

P.O. #
 Terms Due on receipt

Ship Date 1/09/2019
 Due Date 5/12/2019
 Other

Tax	TAX Amt	Item	Description	Qty	Price	Amount
GST	336.36	RENT	RENT dec 5			
GST	336.36	RENT	RENT 12		3,700.00	3,700.00
GST	336.36	RENT	RENT 19		3,700.00	3,700.00
GST	336.36	RENT	RENT 26		3,700.00	3,700.00

COTTERILL SUPERANNUATION FUND
 cotts100@bigpond.net.au
 cotts100@bigpond.net.au

0397302130
 Fax 0397302130

Subtotal \$13,454.56
 GST \$1,345.44
 Total \$14,800.00
 Payments/Credits \$0.00
 Balance Due \$14,800.00

COTTERILL SUPERANNUATION FUND
 707 HEALESVILLE YARRA GLEN ROAD
 YARRA GLEN
 YARRA GLEN, VIC 3775

Tax Invoice

Company Business Number 39 346 609 406

Date 1/09/2019
 Invoice # 214

Bill To
 BERTIL MOTORS
 489 491 Tooronga ROAD
 HAWTHORN EAST, VIC

Ship To

P.O. #
 Terms Due on receipt

Ship Date 1/09/2019
 Due Date 7/11/2019
 Other

Tax	TAX Amt	Item	Description	Qty	Price	Amount
GST	336.36	RENT	RENT nov 7			
GST	336.36	RENT	RENT 14		3,700.00	3,700.00
GST	336.36	RENT	RENT 21		3,700.00	3,700.00
GST	336.36	RENT	RENT 28		3,700.00	3,700.00

COTTERILL SUPERANNUATION FUND
 cotts100@bigpond.net.au
 cotts100@bigpond.net.au

0397302130
 Fax 0397302130

Subtotal \$13,454.56
 GST \$1,345.44
 Total \$14,800.00
 Payments/Credits \$0.00
 Balance Due \$14,800.00

COTTERILL SUPERANNUATION FUND
 707 HEALESVILLE YARRA GLEN ROAD
 YARRA GLEN
 YARRA GLEN, VIC 3775

Tax Invoice

Company Business Number 39 346 609 406

Date 1/09/2019
 Invoice # 213

Bill To
 BERTIL MOTORS
 489 491 Tooronga ROAD
 HAWTHORN EAST, VIC

Ship To

P.O. #
 Terms Due on receipt

Ship Date 1/09/2019
 Due Date 3/10/2019
 Other

Tax	TAX Amt	Item	Description	Qty	Price	Amount
GST	336.36	RENT	RENT 3rd oct			
GST	336.36	RENT	RENT 10th		3,700.00	3,700.00
GST	336.36	RENT	RENT 17th		3,700.00	3,700.00
GST	336.36	RENT	RENT 24th		3,700.00	3,700.00
GST	336.36	RENT	RENT 31		3,700.00	3,700.00

COTTERILL SUPERANNUATION FUND
 cotts100@bigpond.net.au
 cotts100@bigpond.net.au

0397302130
 Fax 0397302130

Subtotal \$16,818.20
 GST \$1,681.80
 Total \$18,500.00
 Payments/Credits \$0.00
 Balance Due \$18,500.00

COTTERILL SUPERANNUATION FUND
 707 HEALESVILLE YARRA GLEN ROAD
 YARRA GLEN
 YARRA GLEN, VIC 3775

Tax Invoice

Date 1/07/2019
 Invoice # 209

Company Business Number 39 346 609 406

Bill To

BERTIL MOTORS
 489 491 Tooronga ROAD
 HAWTHORN EAST, VIC

Ship To

P.O. #
 Terms Due on receipt

Ship Date 1/07/2019
 Due Date 5/09/2019
 Other

Tax	TAX Amt	Item	Description	Qty	Price	Amount
GST	336.36	RENT	RENT sep 5		3,700.00	3,700.00
GST	336.36	RENT	RENT 12		3,700.00	3,700.00
GST	336.36	RENT	RENT 19		3,700.00	3,700.00
GST	336.36	RENT	RENT 26		3,700.00	3,700.00

COTTERILL SUPERANNUATION FUND
 cotts100@bigpond.net.au
 cotts100@bigpond.net.au

0397302130
 Fax 0397302130

Subtotal	\$13,454.56
GST	\$1,345.44
Total	\$14,800.00
Payments/Credits	\$0.00
Balance Due	\$14,800.00

COTTERILL SUPERANNUATION FUND
 707 HEALESVILLE YARRA GLEN ROAD
 YARRA GLEN
 YARRA GLEN, VIC 3775

Tax Invoice

Company Business Number 39 346 609 406

Date 1/07/2019
 Invoice # 208

Bill To
 BERTIL MOTORS
 489 491 Tooronga ROAD
 HAWTHORN EAST, VIC

Ship To

P.O. #
 Terms Due on receipt

Ship Date 1/07/2019
 Due Date 1/08/2019
 Other

Tax	TAX Amt	Item	Description	Qty	Price	Amount
GST	336.36	RENT	RENT 1			
GST	336.36	RENT	RENT 8		3,700.00	3,700.00
GST	336.36	RENT	RENT 15		3,700.00	3,700.00
GST	336.36	RENT	RENT 22		3,700.00	3,700.00
GST	336.36	RENT	RENT 29		3,700.00	3,700.00

COTTERILL SUPERANNUATION FUND
 cotts100@bigpond.net.au
 cotts100@bigpond.net.au

0397302130
 Fax 0397302130

Subtotal \$16,818.20
 GST \$1,681.80
 Total \$18,500.00
 Payments/Credits \$0.00
 Balance Due \$18,500.00

COTTERILL SUPERANNUATION FUND
707 HEALESVILLE YARRA GLEN ROAD
YARRA GLEN
YARRA GLEN, VIC 3775

Tax Invoice

Company Business Number 39 346 609 406

Date 1/07/2019
Invoice # 207

Bill To

BERTIL MOTORS
489 491 Tooronga ROAD
HAWTHORN EAST, VIC

Ship To

P.O. #

Terms Due on receipt

Ship Date 1/07/2019

Due Date 4/07/2019

Other

Tax	TAX Amt	Item	Description	Qty	Price	Amount
GST	336.36	RENT	RENT july 4			
GST	336.36	RENT	RENT 11		3,700.00	3,700.00
GST	336.36	RENT	RENT 18		3,700.00	3,700.00
GST	336.36	RENT	RENT 25		3,700.00	3,700.00

COTTERILL SUPERANNUATION FUND
cotts100@bigpond.net.au
cotts100@bigpond.net.au

0397302130
Fax 0397302130

Subtotal \$13,454.56
GST \$1,345.44
Total \$14,800.00
Payments/Credits \$0.00
Balance Due \$14,800.00