



COMMERCIAL LEASE

Suitable for small office buildings, factories and shop premises which are not the subject of the *Retail Leases Act 1994* where the term of the lease (including the period of any option) does not exceed three years.

This Lease is made in duplicate on FIRST / JULY / 2021,
at MAKOUBRA JUNCTION in the State of New South Wales.

PARTIES

Between	<u>PJ ROBINSON PTY LTD SUPERANNUATION FUND NUMBER TWO</u>	Landlord
	<u>ABN: 28 003 086 342</u>	(Name, address and ABN)
whose agent is	<u>YOUR ESTATE AGENCY PTY LTD C/- FREEDA JREIGE</u>	Agent
	<u>212 MAKOUBRA ROAD MAKOUBRA NSW 2035 ABN: 56 916 964 756</u>	(Name, business address and ABN)
and	<u>PJ ROBINSON PTY LTD C/- DR PETER ROBINSON</u>	Tenant
	<u>SUITE 10, LEVEL 5 ST GEORGE PRIVATE HOSPITAL</u>	(Name, business address and ABN)
	<u>1 SOUTH STREET KOOGARAH NSW 2217</u>	Guarantor
	<u>ABN: 28 00 3 086 342</u>	(Name, business address and ABN)

GST REGISTRATION

The Landlord is registered for GST. Yes No

The Tenant is registered for GST. Yes No

PREMISES

The Landlord leases the premises known as SUITE 10/LV 5 ST GEORGE PRIVATE HOSPITAL KOOGARAH (the Premises) including all fixtures listed in the inventory which is signed by all parties and attached as part of this lease.

PERMITTED USE

The Premises shall be used only as MEDICAL CONSULTING ROOMS.

RENT

Except as otherwise provided the rent shall be \$ 8800.00 PER MONTH (incl GST) per MONTH commencing on 01 / 07 / 2021,

and payable in advance by the Tenant on the FIRST day of every MONTH to the Landlord/Agent at the above address or at any other reasonable place as the Landlord/Agent notifies in writing.

TERM

The term of the lease shall be THREE YEARS commencing on 01 / 07 / 2021 and ending on 30 / 06 / 2024.

OPTION

Subject to Clause 29 of this lease the Landlord/Agent offers a renewal of this lease for a further term of THREE years.

HOLDING OVER

Unless either party gives the other written notice of termination in accordance with Clause 30a, the lease shall continue as a periodic lease from month to month at the same rent or at a rent to which both parties agree.

OUTGOINGS (tick applicable box)

The Tenant's percentage of outgoings to be paid in accordance with Clause 17a is 100.00 %

OR
 The Tenant's percentage of any increases in outgoings to be paid in accordance with Clause 17b is %

BASE YEARS

Municipal Rates: \$ 1500.00 ANNUALLY

Water and Sewerage Rates: \$ 650.00 ANNUALLY /

Land Tax: OWNER TO PAY

INSURANCE

The amount of cover for public liability referred to in Clause 15e is \$ 20 MILLION

CONDITIONS

The parties agree to the conditions set out above and on the following pages and also to those conditions implied by Sections 84 and 85 of the *Conveyancing Act 1919*, which are not expressly negated or modified by this lease.

NOTE It is advisable for the Tenant to insure the Tenant's own property

SPECIAL CONDITIONS

Special conditions forming part of this lease are to be signed by both parties and attached.

RULES AND REGULATIONS


- No sign, advertisement or notice shall be inscribed or painted or affixed on any part of the outside or the inside of the Premises except of such colour, size and style and in such place upon or in the building as are approved in writing by the Landlord. Upon request by the Tenant, interior signs on glass doors and on the directory tablets will be provided for the Tenant and at the Tenant's expense by the Landlord.
- The Tenant shall not obstruct the entrance passages, halls, staircases, or fire escapes of the Premises or use them or any part of them for any purpose other than for going in and out of the Premises.
- The Tenant will not obstruct or interfere with the rights of other Tenants or in any way injure or annoy them or conflict with the regulations of any public authority or with the terms of any insurance policy upon the building or its contents.
- The Tenant shall not install or position any heavy equipment or article without first obtaining the written consent of the Landlord, such consent may prescribe the maximum weight and the position in which such heavy equipment or article may be placed or secured; the Tenant shall make good at the Tenant's expense all damage caused to the building or any part of it by the introduction, installation, presence or removal of any heavy equipment or article of which the Tenant has ownership, custody or control. Before any safe or heavy article is moved into the building due notice must be given to the Landlord and the moving of it in and about the building shall only be done under the supervision of the Landlord or Agent.
- In the event of any emergency or other eventuality whereby the toilets or washrooms on any floor are not available for use the Landlord may temporarily withdraw the right of exclusive use of all or any of the toilet or washroom areas and services not affected so as to ensure availability of these facilities to all occupants of the building, and no rental adjustment will be made during such temporary arrangements.
- In carrying goods or furniture in the lifts priority shall at all times be given to passenger traffic.
- All doors and windows of the Premises shall be securely fastened on all occasions when the Premises are left unoccupied. The Landlord reserves the right for the Landlord's Agents, employees, servants and workmen to enter and fasten them if they are left unfastened or insecurely fastened.

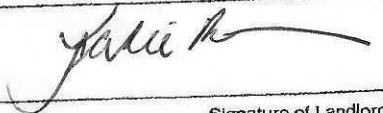
PLEASE READ THIS LEASE THROUGH CAREFULLY BEFORE AND AFTER SIGNATURE

We hereby enter into this lease and agree to all its conditions.

SIGNED BY THE LANDLORD

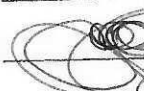
the presence of: FREEDA JREIGE Name of Witness

 Signature of Witness

 Signature of Landlord

SIGNED BY THE TENANT

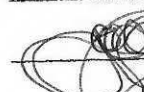
in the presence of: FREEDA JREIGE Name of Witness


 Signature of Witness

RJE Signature of Tenant

SIGNED BY THE GUARANTOR

in the presence of: FREEDA JREIGE Name of Witness

 Signature of Witness

 Signature of Guarantor

THE COMMON SEAL of

was hereunto affixed by the authority of the the Board of Directors and in the presence of:

Secretary

THE COMMON SEAL of

was hereunto affixed by the authority of the the Board of Directors and in the presence of:

Secretary

THE COMMON SEAL of

was hereunto affixed by the authority of the the Board of Directors and in the presence of:

Secretary

FORM OF SURRENDER OF LEASE

In consideration of \$ (the receipt of which is hereby acknowledged), I surrender and convey to the Landlord the lease to the intent that the residue of the term of the lease term shall merge in the reversion and be extinguished contemporaneously with the execution of this agreement.

Signed

Date / /

Witnessed

Date / /

21st June 2022

P J Robinson Pty Ltd
Suite 10/Level 5 SGPH
1 South Street
KOGARAH NSW 2217

Dear Dr Robinson,

RE: 10/1 SOUTH STREET, KOGARAH

Further to your instructions we wish to confirm that we have carried out an internal inspection of the abovementioned property and we are happy to provide the following current market appraisal report.

The subject property is a strata commercial suite located on the fifth floor of the St George Private Hospital enjoying extensive views to Botany Bay. This fully fitted out office of approx. 70m2 comprises reception and waiting area, two consultation rooms, bathroom, kitchenette and air conditioning. Lift access to two car spaces on title in secure basement.

We believe based on recent similar size suites being sold in the building the subject property would have a realistic price in the vicinity of \$1,100,000.

If you require any further information please do not hesitate to contact the undersigned.

Assuring you of our best attention at all times.

Yours faithfully,
Honer Dodd Realty



Adrian Dodd
Principal
0412 493 446

243 Rocky Point Rd SANS SOUCI 2219

21st June 2022

P J Robinson Pty Ltd
Suite 10/Level 5 SGPH
1 South Street
KOGARAH NSW 2217

Dear Dr Robinson,

**RE: TAX INVOICE
PROPERTY: 10/1 SOUTH STREET, KOGARAH**

Initial inspection fee and preparation for providing current Market Appraisal for the above mentioned property.

Cost	\$300.00
GST	30.00
Total	\$330.00

Thank you and assuring you of our best attention at all times.

Yours faithfully,
Honer Dodd Realty



Adrian Dodd
Principal
0412 493 446

243 Rocky Point Rd SANS SOUCI 2219



Date of Issue: 21/06/2022

NRMA Insurance
Level 13 Darling Park,
201 Sussex Street
SYDNEY NSW 2000
Telephone: 132 818

ROBINSON PETER T/AS PJ ROBINSON
PTY LTD
SUITE 10 LVL 5, 1 SOUTH ST
KOGARAH NSW 2217

Certificate of Currency

This Certificate of Currency confirms the details of the Business Insurance Policy as of the issue date.

Insured: ROBINSON PETER T/AS PJ ROBINSON PTY LTD
Business: SPECIALIST MEDICAL SERVICES
Reference Number: BP 2755520
Period of Insurance: 09/05/2022 - 09/05/2023

Interested Party:
Name: ROBINSON PETER
Type: INSURED

Situation Address/Premises: As per Territorial Limits

General & Products Liability	Sum Insured
Property in Physical or Legal Control	\$250,000.00
General and Products Liability	\$20,000,000.00

Situation Address/Premises: ST GEORGE PRIVATE HOSPITAL, SE 10 L 5, KOGARAH NSW 2217

Property	Sum Insured
Contents	\$168,000.00
Theft & Money	Sum Insured
Combined Contents & Stock	\$10,000.00
Money in Transit	\$500.00
Money on Premises - outside business hours	\$500.00
Money in Private Residence	\$1,000.00
Glass	Sum Insured
External Glass	Replacement Value

This document provides limited details. For more information please call us on 132 818, alternatively you can email us on NRMABusinessDirect@iag.com.au. This document is prepared for your information only. The risk details stated above are limited and may not reflect all covers selected by you. For full details about the Terms and Conditions of your policy please refer to your current Certificate of Insurance and the Business Insurance Policy Product Disclosure Statement and Policy Booklet.

Yours sincerely,



Belinda Frey
Manager, Sales & Service -
SME Direct

Professional Investor – Accountant's Certificate (to be completed by a qualified accountant 1,2,3)

This Accountant's Certificate is to be lodged with a signed Professional Investor Application Form (page 3).

I certify that the applicant/s listed on the Application Form (page 3 and listed below) can be declared as a Wholesale Client within the meaning of section 761G of the Corporations Act 2001 and its associated regulations as a Professional Investor as together they have:

Control and have at least \$10 million gross personal assets

Please outline the account names aggregated as part of the gross personal assets controlled by the approved investor.

Account names

1 P J ROBINSON PTY LTD <P J ROBINSON S/F NO 2 A/C>

2

3

4

Name and firm of Qualified Accountant

Stephen Cole, Stephen Cole FCPA

Qualified Accountant's professional body and membership designation (Note: National Tax and Accountants' Association members refer below)

CPA Australia, FCPA

Postal address

PO Box 187 Hurstville BC

State

NSW

Postcode

1481

Phone number

Mobile number

0409858925

Email

stephen@scfcpa.com

Signature of Accountant



Date DD/MM/YYYY

31/12/2021

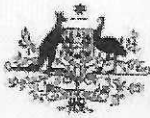
1 For an Australian accountant to be "qualified", they must belong to one of the following professional bodies and **comply** with the body's continuing professional education requirements. Please note: members of the National Tax and Accountants' Association Limited (NTAA) must also fit one of the criteria below to provide the certification.

Professional bodies	Declared membership classifications
Chartered Accountants Australia and New Zealand (formerly The Institute of Chartered Accountants in Australia)	CA, ACA and FCA
CPA Australia	CPA and FCPA
Institute of Public Accountants (IPA)	AIPA, MIPA and FIPA

2 I confirm I am meeting my continual professional educational requirements.

3 Due to the inherent conflict of interests, any member of Morgans staff who qualifies as a Qualified Accountant is not allowed to provide a Certificate for the purposes of certifying that the client meets the prescribed personal assets.

This information can be provided in a form different to the above if more appropriate in the circumstances.



Self-managed super fund trustee declaration

I understand that as an individual trustee or director of the corporate trustee of

Fund name

PJ ROBINSON SUPERANNUATION FUND NO. 2.

I am responsible for ensuring that the fund is operated in accordance with the *Superannuation Industry (Supervision) Act 1993* (SISA) and other relevant legislation. The Commissioner of Taxation (the Commissioner) has the authority and responsibility for administering the legislation and enforcing trustees' compliance with the law.

I must keep myself informed of changes to the legislation relevant to the operation of my fund and ensure the trust deed is kept up to date in accordance with the law and the needs of the members.

If I do not comply with the legislation, the Commissioner may take the following actions:

- impose administrative penalties on me
- give me a written direction to rectify any contraventions or undertake a course of education
- enter into agreements with me to rectify any contraventions of the legislation
- disqualify me from being a trustee or director of a corporate trustee of any superannuation fund in the future
- remove the fund's complying status, which may result in significant adverse tax consequences for the fund
- prosecute me under the law, which may result in fines or imprisonment.

Sole purpose

I understand it is my responsibility to ensure the fund is maintained for the purpose of providing benefits to the members upon their retirement (or attainment of a certain age) or their beneficiaries if a member dies. I understand that I should regularly evaluate whether the fund continues to be the appropriate vehicle to meet this purpose.

Trustee duties

I understand that by law I must at all times:

- act honestly in all matters concerning the fund
- exercise skill, care and diligence in managing the fund
- act in the best financial interests of all the members of the fund
- keep records of decisions made about the running of the fund, including the appointment of professional advisers and the retirement of members and payment of benefits
- ensure that my money and other assets are kept separate from the money and other assets of the fund
- take appropriate action to protect the fund's assets (for example, have sufficient evidence of the ownership of fund assets)
- refrain from entering into any contract or do anything that would prevent me from, or hinder me in, properly performing or exercising my functions or powers as a trustee or director of the corporate trustee of the fund
- allow all members of the fund to have access to information and documents as required, including details about
 - the financial situation of the fund
 - the investments of the fund
 - the members' benefit entitlements.

I also understand that by law I must prepare, implement and regularly review an investment strategy having regard to all the circumstances of the fund, which include, but are not limited to:

- the risks associated with the fund's investments
- the likely return from investments, taking into account the fund's objectives and expected cash flow requirements
- investment diversity and the fund's exposure to risk due to inadequate diversification
- the liquidity of the fund's investments having regard to the fund's expected cash flow requirements in discharging its existing and prospective liabilities (including benefit payments)
- whether the trustees of the fund should hold insurance cover for one or more members of the fund.

Accepting contributions and paying benefits

I understand that I can only accept contributions and pay benefits (income streams or lump sums) to members or their beneficiaries when the conditions specified in the law and the fund trust deed have been met.

Investment restrictions

I understand that, as a trustee or director of the corporate trustee of the fund, subject to certain limited exceptions specified in the law, I am prohibited from:

- giving financial assistance using the resources of the fund to a member of the fund or a member's relative (financial assistance means any assistance that improves the financial position of a person directly or indirectly, including the provision of credit)
- acquiring assets (other than business real property, listed securities, certain in-house assets and acquisitions made under mergers, allowed by special determinations or acquisitions from the trustee or investment manager of another regulated super fund as a result of a breakdown of a relationship) for the fund from members or other related parties of the fund
- borrowing money (or maintaining an existing borrowing) on behalf of the fund except in certain limited circumstances (while limited recourse borrowing arrangements are permitted, they can be complex and particular conditions must be met to ensure that trust

Legal Matters

We confirm that all matters that may result in legal action against the fund or the trustees in respect of the fund, have been discussed with a solicitor and brought to the attention of the auditor so that a solicitor's representation letter may be obtained.

General

- (a) Neither the superannuation fund nor any Trustees have any plans or intentions that may materially affect the book value or classification of assets and liabilities at balance sheet date.
- (b) The superannuation fund accepts responsibility for the implementation and operations of accounting and internal control systems that are designed to prevent and detect fraud and error. We have established and maintained adequate internal control to facilitate the preparation of a reliable financial report, and adequate financial records have been maintained. There are no material transactions that have not been properly recorded in the accounting records underlying the financial report.
- (c) There are no violations or possible violations of laws or regulations whose effects should be considered for disclosure in the financial report or as a basis for recording an expense.
- (d) The superannuation fund has complied with all aspects of contractual agreements that would have a material effect on the financial report in the event of non-compliance.

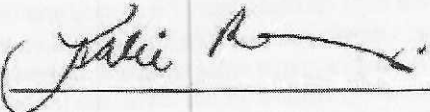
We understand that your examination was made in accordance with the Australian Auditing Standards and was, therefore, designed primarily for the purpose of expressing an opinion on the financial report of the fund taken as a whole, and that your tests of the financial records and other auditing procedures were limited to those which you considered necessary for that purpose.

Additional Matters

There are no additional matters.

Signed by the Directors of P J ROBINSON PTY LTD Trustee for P J ROBINSON SUPERANNUATION FUND NO.2

Director: KATHLEEN ROBINSON



- acquiring an in-house asset if the fund's in-house assets exceed 5% of the market value of the fund's total assets, or the in-house assets will exceed 5% of the market value of the fund's total assets by acquiring the asset (in-house assets are loans to, or investments in, related parties of the fund – including trusts – or assets subject to a lease or lease arrangement between the trustee and a member, relative or other related party)
- entering into investments that are not made or maintained on an arm's length (commercial) basis (this ensures the purchase or sale price of the fund's assets and any earnings from those assets reflects their market value).

Administration

I understand that the trustees of the fund must:

- keep and retain for at least 10 years
 - minutes of all trustee meetings at which matters affecting the fund were considered (this includes investment decisions and decisions to appoint members and trustees, the retirement of members and payment of benefits)
 - records of all changes of trustees, including directors of the corporate trustee
 - each trustee's consent to be appointed as a trustee of the fund or a director of the corporate trustee
 - all trustee declarations
 - copies of all reports given to members
 - documented decisions about storage of collectables and personal use assets
- ensure that the following are prepared and retained for at least five years
 - an annual statement of the financial position of the fund
 - an annual operating statement
 - copies of all annual returns lodged
 - accounts and statements that accurately record and explain the transactions and financial position of the fund including asset market valuation
 - copies of Transfer balance account reports lodged
 - copies of any other statements you are required to lodge with us or provide to other super funds
- appoint an approved SMSF auditor each year, no later than 45 days before the due date for lodgment of the fund's annual return and provide documents to the auditor as requested
- lodge the fund's annual return, completed in its entirety, by the due date
- review the independent audit report received from the approved SMSF auditor and take action as required
- notify the ATO within 28 days of any changes to the
 - membership of the fund, or trustees or directors of the corporate trustee
 - name of the fund
 - contact person and their contact details
 - postal address, registered address or address for service of notices for the fund
- notify the ATO in writing within 21 days if the fund becomes an Australian Prudential Regulation Authority (APRA) regulated fund.

DECLARATION

By signing this declaration I acknowledge that I understand my duties and responsibilities as a trustee or director of the corporate trustee of the self-managed superannuation fund named on this declaration (or if the fund's name changes, that name). I understand that:

- I must ensure this document is retained for at least 10 years or while I remain a trustee or director of the corporate trustee (whichever is longer) and, if I fail to do this, penalties may apply.
- Administrative penalties can be imposed on me for not complying with the legislation
- I may have to make this document available for inspection by a member of staff of the ATO and, if I fail to do this, penalties may apply.
- I do not have access to the government's financial assistance program that is available to trustees of APRA regulated funds in the case of financial loss due to fraudulent conduct or theft.
- I declare that the information provided in the form is true and correct.

Trustee's or director's name

Kathleen Anne Loughran Robinson

Trustee's or director's signature

Kathleen Robinson

Date

Day: 23 / Month: 12 / Year: 2021

Witness' name (witness must be 18 years old or over)

FILIP BOG

Witness' signature

Filip Bog

Date

Day: 23 / Month: 12 / Year: 2021

Our audit files may, however, be subject to review as part of the quality control review program of Regulators and or Professional Bodies which monitors compliance with professional standards by its members.

We advise you that by signing this letter you acknowledge that, if requested, our audit files relating to this audit will be made available under this program. Should this occur, we will advise you. The same strict confidentiality requirements apply under this program as apply to us as your auditor.

Independence/Conflict of Interest

We have established policies and procedures designed to ensure our independence, including policies on holding financial interests in the superannuation fund and other related parties, rotation of audit partners, business relationships, employment relationships, and the provision of non-audit services in accordance with professional statement APES 110 – Code of Ethics for Professional Accountants.

Outsourced Services

We do not use any outsourced services in overseas locations when conducting client assignments.

Data Storage

We use data storage located in the office but it may be replicated to other locations.

Accepting our services as part of this engagement agreement indicates your acceptance of the use of outsourced services, cloud hosted software and outsourced data storage under the conditions outlined above.

Limitation of Liability

Our firm's liability to you or any other user of the audit report is limited by a Scheme approved under Professional Standards Legislation.

Other

We would appreciate acknowledgement of terms and conditions set out in this letter. Please note that this letter will be effective for future years unless the terms of the engagement are altered by future correspondence.

Please sign and return the attached copy of this letter to indicate that it is in accordance with your understanding of the arrangements for our audit of the financial report.

If you have any queries in relation to this please contact me.

To: MR ANTHONY BOYS

I/We hereby confirm your appointment as Auditor under the above terms of engagement.

For and on behalf of P J ROBINSON PTY LTD as trustee for the P J ROBINSON SUPERANNUATION FUND NO.2

Signed &
Dated



KATHLEEN ROBINSON - Director

Yours sincerely

ANTHONY BOYS – REGISTERED COMPANY AUDITOR

DATED:

Signed document to be returned to P.O. Box 3376 Rundle Mall 5000



Create a new account

1
Your details

2
Fund details

3
Confirmation

4
Payment

5
Complete

Your details

* Required information

First name *

Kathleen Anne Loughran

Address line 1 *

22 Wolaroi Crescent

Last name *

Robinson

Address line 2

Contact telephone number * (Australian number with area code)

06115346

City, town or suburb *

Tamarama

Company name (Not required for individual SMSF trustees)

P J Robinson Superannuation Fund no. 2

State *

NSW

Postcode *

2026

Login details

Email address * (You will use this to login)

kalrobinson06@gmail.com

Password * (Must be alphanumeric and contain at least 6 characters)

.....

Password strength: Good

password same as MYOB

Confirm password *

.....

I have read and accept the [Terms and Conditions*](#)

Marketing opt-in

I would like to receive information on other Australia Post products and services.

Australia Post collects your personal information in order to administer and manage subscriptions to the SMSF Gateway service. Without this information Australia Post would be unable to fulfill this service. Your personal information may also be shared with certain third parties contracted to assist in the administration of these services.

Your personal information is handled in accordance with how Australia Post's Privacy Policy which outlines how to access and/or correct your personal information or make a privacy related complaint. You may contact the Privacy Contact Officer, Australia Post, GPO Box 1777, Melbourne, Vic, 3001 for privacy related queries. For more information please visit <http://www.auspost.com.au/privacy>

[Cancel](#)

[Continue](#)



Account setup complete

- 1**
Your details
- 2**
Fund details
- 3**
Confirmation
- 4**
Payment
- 5**
Complete

Your payment has been approved.

Transaction date	2021 - 08 - 18
Order reference	681508-174896
Bank reference	238227
Amount (inc GST)	\$ 145.00
Transaction result	APPROVED

Confirmation of registration and a Tax Invoice has been sent to your registered email address. Click the Finish button to go on to the main menu.

Finish



Stephen Cole FCPA

Level 2
12-14 Ormonde Parade
Hurstville NSW 2220
Australia
Phone: 0409858925
ABN: 48 483 022 001

Invoice: 00002898

Tax Invoice

Invoice date: 09/01/2022

Bill to:

The Trustee for the P J Robinson Superfund No.2
22 WOLAROI CRES
TAMARAMA NSW 2026

Due:

16/01/2022

ITEM	DESCRIPTION	UNITS	UNIT PRICE (inc GST)	TAX TYPE	AMOUNT (inc GST)
T2021	2021 SMSF Tax Return, Annual GST Return, Full Financial Report, Actuarial Certificate, Audit Report	Qty 1	3,500.00	GST	3,500.00
					GST: \$318.18
					Total (inc GST): \$3,500.00
					Amount Paid: \$0.00
					AMOUNT DUE: \$3,500.00

264675

13/1/22

✓ Pcd super saver

How to Pay Due 16/01/2022

Bank Deposit via EFT

Bank: Bankwest
Name: Stephen Cole FCPA
BSB: 302162
AC#: 1740077
Ref#: 00002898

Mail

Cheques payable to:
Stephen Cole FCPA

Mail to:
Level 2
12-14 Ormonde Parade
Hurstville NSW 2220