

JCJG Superannuation Pty Ltd
As Trustee For The JCJG Super Fund
(LICENSOR)
AND
Scott Bunny
(LICENSEE)
STORAGE LOT LICENCE FOR
Lot 36 in Strata Plan 80947

THIS AGREEMENT is dated the 1st August 2019.

BETWEEN:

JCJG Superannuation Pty Ltd

(the Licensor)

And

Scott Bunny

(the Licensee).

(the Parties)

Recitals:

- A. The Licensor is the owner of the land described as Lot 36 in Strata Plan 80947 (the Property).
- B. The Licensee has requested a Licence and the Licensor has agreed to grant an exclusive Licence to the Licensee which provides for goods or a motor vehicle to be stored within Lot 36 in strata plan 80947.

The Parties have agreed:

1. Granting of the Licence

- 1.1 The Licensor grants to the Licensee an exclusive Licence to store goods and one (1) motor vehicle/s in the designated storage lot.

2. Term of the Licence

- 2.1 The Licence shall take effect from the date of this agreement and end on the Expiry Date.
- 2.2 The term of the Licence is shown in the Schedule attached.
- 2.3 The Licence may be terminated prior to the expiry date:
 - (a) By the Licensee serving written notice on the Licensor at least one month prior to the Licensee's intended early termination date.
 - (b) Immediately upon default by the Licensee under this agreement.

3. Licence Fee

- 3.1 The Licensee agrees to pay to the Licensor the Licence Fee shown in the Schedule attached, without demand by monthly instalments in advance.
- 3.2 The Licensee agrees to pay the monthly instalments directly to the Licensor's bank or as the Licensor may direct.

- 3.3 The monthly instalment payment shall be paid on the first day of the month or if the first day of the month is a non business day, then the business day earlier than the first of the month.
- 3.4 The first instalment is for the period beginning on the Date of Commencement and ending on the last day of the month.
- 3.5 The last instalment is for the period beginning on the first day of the month of the expiry date and ending on the expiry date.
- 3.6 The amount of an instalment for one month is one twelfth of the annual Licence Fee (plus GST). An instalment for less than one month is proportionate.
- 3.7 The Licence Fee shall increase annually from the date of this agreement in line with the CPI.

4. Use of Licensed Areas

The Licensee agrees:

- 4.1 To keep current a public liability insurance policy for not less than \$10 million noting the interest of the Licensor JCJG Superannuation Pty Ltd.
- 4.2 To insure its own contents stored within the storage lot.
- 4.3 this Licence does not entitle the Licensee to any right other than to store a motor vehicle and other goods as expressly provided for in this agreement;
- 4.4 to indemnify and keep the Licensor indemnified against all claims demands or proceedings for damage to property or personal injury or death occurring in the storage lot or any part of the strata scheme by reason of any negligent act or omission or default on the part of the Licensee or any of its employees, agents or invitees except where the Licensor contributed to the liability, loss, damage, or expense by a negligent or intentional act or omission or by a breach of the Licence;
- 4.5 not to cause or permit any rubbish to be placed, thrown or dropped in or about the Car Parking Area or common areas of the building;
- 4.6 to endeavour to ensure that the storage lot used by the Licensee is kept clean and tidy and free from all deposits of grease, oil, petrol and other harmful inflammable or unsightly matter and to advise the Licensor immediately should some such accidental spill occur;
- 4.7 not to do or omit to do or permit to be done or omitted any act matter or thing which will or might be a nuisance or annoyance or obstruction to the Licensor or to other users, occupants or tenants of any part of the Property or any adjoining or nearby properties; and
- 4.8 not to do or omit to do or permit or suffer to be done any act matter or thing which might in any way endanger the environs or the storeroom, Car Parking Area of any person, equipment, chattel or goods, whether the property of the Licensor or not, which may be in the area or the Car Parking Area.

5. Assignment

The Licensee acknowledges and agrees that the Licensor may assign its interest under this agreement and sell, lease or transfer the Property with the Licensee's consent.

6. Limitation of Licensor's Liability

6.1 The Licensee acknowledges that the Licensor is not responsible for any damage which the motor vehicles or Licensee's other goods may sustain while entering or leaving the Car Parking Area or whilst within the storage lot or whilst being moved by any person.

6.2 The Licensee acknowledges that the Licensor is not responsible for any theft of the motor vehicles or other Licensee belongings while in the Car Parking Area or the storage lot.

7. Removal of Goods on Termination

The Licensee acknowledges that on the termination of this Licence it will promptly remove its motor vehicle and other goods from the storage lot. If the Licensee fails to do so, the Licensor shall remove the items at the risk and cost to the Licensee.

8. Default

If the Licence Fee or any other monies payable under this agreement is in arrears by more than fourteen (14) days (although no formal demand for payment has been made by the Licensor or needs to be made) or the Licensee is in default in the performance of any term or condition contained in the agreement; then the Licensor by notice in writing to the Licensee may immediately terminate the Licence.

9. Costs

Each party is responsible for their own costs including legal costs if any.

10. Notices

Notices served by either of the Parties must be in writing and delivered by either post, fax, personally or email to the address referred to in the Schedule attached, to the other party.

11. Payment of GST

11.1 The amount shown to be paid by the Licensee to the Licensor does not include GST;

11.2 If GST is imposed or levied on any supply made under or in accordance with the agreement, then the Licensee must pay to the Licensor the amount equal to the GST imposed or levied on that supply;

11.3 Any GST payable under this clause by the Licensee to the Licensor must be paid at the time of payment of the relevant supply.

12. Definitions

In this agreement the following definitions apply:

“Car Park Area” is the driveway and parking area under the relevant strata plan;

“Storage Lot” is strata lot 36 in strata plan 80947

“Date of Commencement” means 1 August 2019 ;

“Expiry Date” means 31 July 2021

“Licence Fee” means the amounts shown in item 2 of the attached reference schedule payable monthly in advance.

“Term” means two years from the Date of Commencement.

SCHEDULE

- | | | |
|-------------------------------|---|-------------|
| 1. Term: | two years expiring | 31/07/2021. |
| 2. Licence Fee: | \$2,000 pa plus G.S.T | |
| 3. Licensor’s address: | Suite 2.18, 32 Delhi Road Macquarie Park 2113 | |
| 4. Licensee’s address: | 6/32 Anne Street, Wolli Creek NSW 2205 | |

13. No Right of Exclusive Use

The Licence confers no right of exclusive use of the Car Parking Area and the Licensor may exercise at any time all of its rights as registered proprietor including without limitation its right to use possess and enjoy the whole or any part of the Car Parking Area except only and so far as the rights will prevent the operation of the Licence.

Executed by the Parties

LICENSOR –

<p>EXECUTED on behalf of the corporation named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified. Corporation: JCJG Superannuation Pty Ltd as Trustee for The JCJG Super Fund Authority: section 127 of the Corporations Act 2001</p>	
<p>Signature of authorised person:</p> <p>DocuSigned by:  X.....C7BAF4714F58454.....</p> <p>Name of authorised person:</p> <p>Jason Glass </p> <p>Office held:</p> <p>Director </p> <p>19/7/2019 Date</p>	<p>Signature of authorised person</p> <p>DocuSigned by:  X70B5C8E77B734E5.....</p> <p>Name of authorised person:</p> <p>Christa Glass </p> <p>Office held:</p> <p>General Manager </p> <p>21/7/2019 Date</p>

LICENSEE

<p>EXECUTED on behalf of Scott Bunny</p> <p>Signature of Licensee:</p> <p>DocuSigned by:  X.....CBE8B1FAC13949B.....</p> <p>Name of authorised person:</p> <p>Scott Bunny </p> <p>Date:</p> <p>21/7/2019 </p>
