

COMMERCIAL LEASE AGREEMENT

1/7 Woodbine Court
Wantirna South
Vic 3152

THIS AGREEMENT (hereinafter “Agreement”) is dated 1st July 2017

BETWEEN THE LANDLORD(s) (hereinafter “Landlord”):

Video Concept Superannuation Fund (ABN 838 764 109 64)

Of the Following address:

1/7 Woodbine Court
Wantirna South Vic 3152

AND THE TENANT(s) (hereinafter “Tenant”):

Video Concept Pty Ltd (ACN 006 620 551)

Of the Following address:

66 Raheen Avenue
Wantirna Vic 3152

SCHEDULE

This 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: Video Concept Superannuation Fund (ABN 838 764 109 64)

Landlord’s Address:

1/7 Woodbine Court
Wantirna South Vic 3152

Tenant:

Video Concept Pty Ltd (ACN 006 620 551)

Tenant’s Address:

66 Raheen Avenue
Wantirna Vic 3152

Property:

1/7 Woodbine Court
Wantirna South Vic 3152

Commencement Date of Lease: 1st July 2017

End of Initial Term: 30th June 2022

Initial Term: 5 years

Option to Renew Term: 2 options to renew for a further 5 years

Rent Amount:

\$2750 per Qtr

Due Date for First Rent: 1st July 2017

Permitted Use: Photographic Studio

BACKGROUND

- (A) The Landlord owns the Property.
- (B) Subject to the terms of this Agreement, the Landlord wishes to rent the Property to the Tenant, and the Tenant wishes to rent the Property from the Landlord, on the terms of this Agreement.

OPERATIVE PROVISIONS

In consideration of the matters described above, and of the mutual benefits and obligations described in this Agreement, the receipt of which and the sufficiency of which are hereby acknowledged, the Landlord and the Tenant hereby agree as follows:

(1) DEFINITIONS

In this Agreement, the following definitions apply:

“Agreement” means this lease agreement

“AGREEMENT Date” means 1st July 2017

“Commencement Date: means 1st July 2017

“End Date of Initial Term”: means 30th June 2022

“GST” means Goods and Services Tax Imposed on a supply of goods or services in Australia, pursuant to the GST Law.

“GST Law” means the same as in the *A New Tax System (Goods and Services Tax) Act 1999 (Commonwealth)*

“Initial Term” means 5 years

“Landlord” means Video Concept Superannuation Fund (CAN 83876410964)

“Lease” means this lease agreement

“Party” means any party under this Agreement

“Parties” means all parties under this Agreement

“Permitted Use” means Photographic Studio

“Property” means the property at:

1/7 Woodbine Court

Wantirna South Vic 3152

“Rent”: means: \$2750 Qtr

“Tenant” means Video Concept Pty Ltd (CAN 006620551)

“Term” means the Initial Term, and any renewals thereof.

“Termination Date” means the earlier of the date that 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 includes 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 the 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 this 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 not, and must ensure that 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 comply with, and must ensure that all of the Tenant's employees, subcontractors, agents or invitees 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 communicate to the Tenant; and
- (c) any applicable laws, regulations, by-laws, any policies orders or directions of any court, government department or other relevant authority, and 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 the 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 reasonable times upon providing 48 hours' notice to the Tenant in order to:
 - I. Conduct inspections; and
 - 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.

(9) TERM

- (a) The Term of this Agreement commences on the Commencement Date.
- (b) The Term of this Agreement ends on the Termination Date.
- (c) The Initial Term of this Agreement ends on 30th June 2022 however the Term may be renewed by the Tenant in accordance with the terms of this Agreement.

(10) HOLDING OVER

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 month's notice to the other party.

(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 on or before 1st July 2017 and will make subsequent payments of rent thereafter as follows: First day of each qtr.

(12) PAYMENT OF RENT

The Tenant must pay Rent by direct deposit into the Landlord's nominated bank account.

(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 at the Commencement Date.

(14) UTILITIES AND OUTGOINGS

- (a) The Landlord will promptly pay land tax, council rates, water rates, and sewerage 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 Tenant's use of the Property.

(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 reinstatement 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 acknowledge 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 the prior written consent of 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 to insure 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 for the minimum amount of the Insurance Minimum.

(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, remove, or alter any lock (or other security device) without the express consent of the Landlord or a court order,
- (c) The Landlord may not add, remove, or alter any lock (or other security device) without the express consent of the Landlord or a court order.
- (d) In the event that either party adds or alters any lock (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 lock or security device.

(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 for rent.

(18) TENANT'S CARE OF PROPERTY

The Tenant must take all reasonable 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 other animals at the Property without the prior written consent of the Landlord; and
- (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 other parts of the Property, and
 - II. painting defacing or otherwise marking any parts of the Property, and
 - III. installing any antennae, signs, electrical connections, telecommunications connections or other connections; and
- (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 and in such manners as are permitted by the Landlord; and
- (d) avoid putting anything down any toilet, sink or drain that may be likely to cause a blockage, obstruction or damage; and
- (e) not perform any other act or omission which could reasonably be expected to cause harm or damage to the Property; and
- (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 thing of a dangerous, flammable, or 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 and all 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; and
 - II. loss of any or all of the Property; and
 - III. a claim by any person for loss or damage to personal property; and
 - 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 final judgment, holds that any loss, damage or liability is the result of 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): 1 Qtr.
 - 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);
 - V. If any proceeding is commenced by or against the Tenant for the dissolution or liquidation of the Tenant or for the appointment of a trustee, receiver or liquidator of the Tenant or of any property belonging to the Tenant 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 cost 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 keys 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) serves a notice to terminate this Agreement or to demand immediate possession of the Property, the demand or acceptance by the Landlord (or an 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 without having 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 any 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 are inclusive of GST unless specifically stated otherwise.

(26) FORCE MAJEURE

- a) In the event that circumstances arise which:
 - i. are outside of the reasonable control of either Party; and

- II. mean that the Property cannot be reasonably be used for the Permitted Use; and
- III. cannot reasonably be 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 facsimile to a facsimile number nominated by the Landlord, or delivered personally or by pre paid post to the Landlords address, as stated in this Agreement.
- 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 facsimile to a facsimile number nominated by the Tenant, or delivered personally or by pre paid post to the Tenants address, as stated in this Agreement.
- c) Any Party (the "Nominating Party") may nominate another address (the "New Address") by notifying the other Party in writing of 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 of 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) OPTIONS TO RENEW

- a) The Tenant will have two options to renew this Agreement, each for a further term of five (5) years.
- b) Regarding each option to renew, provided that the Tenant has duly and punctually met the Tenant's obligations under this Agreement, including the punctual payment of Rent and any other payments required under this Agreement,, then no more than six months and no less than three months prior to the expiration of the immediately preceding term, the Tenant may renew this Agreement by giving written notice to the Landlord (or an agent of the Landlord).
- c) After the Tenant has exercised two options to renew this Agreement, the Tenant will not be entitled to further renew this Agreement under the preceding sub-clause hereof.

(30) ENTIRE AGREEMENT

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).

(31) APPLICABLE LAW

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

EXECUTED AS AN AGREEMENT THIS 1ST July 2017

Executed by Video Concepts Superannuation in accordance with s127 of the Corporations Act 2001 (Cth) by:



Signature of sole director/company secretary



Name of sole director/company secretary

Executed by Video Concepts Pty Ltd in accordance with s127 of the Corporations Act 2001 (Cth) by:



Signature of director

George Vernon

Name of director



Signature of director

Pauline Vernon

Name of director