

# SHED 1 & 2

-----Original Message-----

From: margaret manning <[margaret\\_on\\_shell@hotmail.com](mailto:margaret_on_shell@hotmail.com)>

Sent: Sunday, 6 September 2020 11:02 AM

To: Jannine Taylor <[j.taylor@dgz.com.au](mailto:j.taylor@dgz.com.au)>

Subject: Manning S / Fund re Auditor

Hi Janine, with regards to your email re 2020 income tax return for the Manning S/ Fund.

Item 1 payment on M/ Card chq 174 - 1 invoice of \$59 .80 for Steelrite Is missing -this was for repairs to shed at Booral Rd.

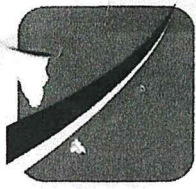
Item 4 chq 175 -2 invoices missing- Possum Paradise Nursery for mulch \$200.90 shed gardens. \$166.39 again to Steelrite for repairs is missing.

Item 7 With regards to the updated lease for Pallas Street. We normally don't reissue another lease after the 1 st REIQ lease depending on the tenants, however we have increased the rent about a month ago. They are good stable long term tenants.

Item 8 re lease agreement for shed 1 and 2 for Booral Rd. We note your request for a lease for these tenants. The tenants moved into the shed in April 2015 on a month by month agreement as it was only to be temporary. Their business has since prospered to a point where they have taken a second shed. As is the practice with all tenants we have given them a substantial discount on the second shed. In line with our other leases they pay the CPI increases and the outgoings. We have offered them a lease in the past, however they prefer a monthly tenancy. The cost of a lease is over \$1000.00 . When they moved in we did not know them, but have since become friends and are the best tenants in the complex so we don't want to risk upsetting them by forcing them into a lease.

ITEM 10 The Macquarie bank statements are accessible from DGZ Financial Planning.

We will post the items that you require fir the auditor. Thanks Margaret



**CSG LAW**  
 CORSER SHELDON & GORDON  
 LAWYERS

*SHED 3 assignment of Lease*

**130**  
 years  
 1885 - 2015

**SHED 3 - exp 31-03-2023**

IN REPLY PLEASE REFER TO

**PARTNERS**

Greg Boyle  
 Tim McQuaid

**SENIOR ASSOCIATE**

Alison Geerlings  
 BCOM LLB LLM

**SOLICITORS**

Jennifer Tweddell  
 BA LLB

Sarah Smith LLB

at our **Tim McQuaid**  
 Our Ref **Hervey Bay Office**  
 Your Ref **TJM/AJ/45185**

24 January 2017

Mr D I & Mrs M M Manning  
 42 Shell Street  
 URANGAN QLD 4655

Dear Mr & Mrs Manning

**Manning as Trustee Assignment of Lease from Kuzmanovic to Hubbard  
 Premises: Shed 3/1497 Booral Road Urangan (Hervey Bay Mechanical)**

Thank you for your attendance at our office.

We confirm that the Deed of Covenant and Assignment has now been fully executed and we **enclose** copy of same for your records.

We further confirm that we are holding the original Deed in our securities and we will retain this document on your behalf without charge or if you prefer it, the document can be collected from us at any time. Please note that we are unable to release from our office deeds or documents without you personally signing for same or alternatively receiving your written authority to forward such documents.

Our action in this matter is now complete and we thank you for instructing our Firm to act on your behalf. Please do not hesitate to contact us should you require any assistance in the future.

Yours faithfully  
**CSG LAW**

per:

**Tim McQuaid**  
 Partner

Email: [ajanssen@csglaw.com.au](mailto:ajanssen@csglaw.com.au)

**encl**

**MARYBOROUGH**

Sheldon Chambers  
 211 Bazaar Street  
 PO Box 136  
 Maryborough Q 4650  
 T 07 4122 1500  
 F 07 4123 1525  
 E [mbh@csglaw.com.au](mailto:mbh@csglaw.com.au)

**HERVEY BAY**

5 Torquay Road  
 PO Box 3207  
 Pialba Q 4655  
 T 07 4194 4555  
 F 07 4128 4388  
 E [csghb@csglaw.com.au](mailto:csghb@csglaw.com.au)

ABN 421 909 384 41  
[www.csglaw.com.au](http://www.csglaw.com.au)



**ANGELA JANSEN**  
 SENIOR PARALEGAL  
 JUSTICE OF THE PEACE



**Deed of Covenant and Assignment  
of Lease**

between

**Douglas Ian Manning and Margaret Mary Manning**

and

**Andrew Kuzmanovic**

and

**Wayne Allan Hubbard and Adam Scott Hubbard**

Ref: Tim McQuaid/AJ/45185

**MARYBOROUGH**

211 Bazaar Street  
PO Box 136  
Maryborough Q 4650  
P 07 4122 1500  
E 07 4123 1525  
E [mbh@csglaw.com.au](mailto:mbh@csglaw.com.au)  
E [mbh@csglaw.com.au](mailto:mbh@csglaw.com.au)

[www.csglaw.com.au](http://www.csglaw.com.au)  
[www.csglaw.com.au](http://www.csglaw.com.au)

**HERVEY BAY**

5 Torquay Road  
PO Box 3207  
Pialba Q 4655  
P 07 4194 4555  
E 07 4128 4388  
E 07 4128 4388  
E [csghb@csglaw.com.au](mailto:csghb@csglaw.com.au)  
E [csghb@csglaw.com.au](mailto:csghb@csglaw.com.au)

**Deed of Covenant and Assignment of Lease** between:

**Douglas Ian Manning and Margaret Mary Manning** of PO Box 7159, URANGAN, QLD 4655 ('Lessor') and

**Andrew Kuzmanovic** of 29 Moolyyir Street, URANGAN, QLD 4655 ('Assignor')

**Wayne Allan Hubbard and Adam Scott Hubbard** of c/- 135 Condor Drive, Sunshine Acres QLD 4655 ('Assignee')

**RECITALS**

- A. The Lessor is the registered proprietor of the Land described in **Item 2** of the **Reference Schedule**.
- B. The Lessor and the Assignor are parties to the Lease as set out in **Item 3** of the **Reference Schedule**.
- C. The Assignor has agreed to assign to the Assignee, all the Assignor's rights and interest in the Lease.
- D. The Lessor consents to the assignment by the Assignor to the Assignee.
- E. This Deed contains the terms of the agreement between the parties.
- F. The Guarantors have guaranteed to the Lessor that the Assignor and Assignee will comply with their respective obligations under the Lease and this Deed.

**OPERATIVE CLAUSES**

**1. Definitions and Interpretation**

**1.1 Definitions**

In this Deed:

**Act** means the Retail Shop Leases Act 1994.

**Date of Assignment** means the date specified in **Item 4** of the **Reference Schedule**.

**Deed** means this document including any schedule or annexure to it.

**Event of Default** means an event of default as defined in the Lease.

**GST** has the same meaning as it has in the A New Tax System (Goods and Services Tax) Act 1999.

**Lease** means the Lease described in **Item 3** of the **Reference Schedule**.

**Premises** has the same meaning as in the Lease.

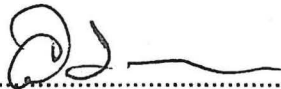


in the Lease noting the Lessor as an interested party; and

- (b) an unconditional bank guarantee on terms acceptable by the Lessor in favour of the Lessor or Security Deposit (bank cheque or cash) for an amount as specified in **Item 5** of the **Reference Schedule** as security for the Assignee's performance of the Lease; or

Executed as a Deed on 23 JANUARY 2017

**SIGNED by Douglas Ian Manning**  
in the presence of:


Signature:  .....

Signature:  .....

Name: Angela June Janssen  
JP (Qual) 94690  
PLEASE PRINT

Qualification: .....  
Solicitor / Justice of the Peace / Commissioner for Declarations

**SIGNED by Margaret Mary Manning**  
in the presence of:

Signature:  .....

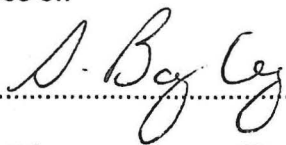
Signature:  .....

Name: Angela June Janssen  
JP (Qual) 94690  
PLEASE PRINT

Qualification: .....  
Solicitor / Justice of the Peace / Commissioner for Declarations

**SIGNED by Andrew Kuzmanovic**  
in the presence of:

Signature:  .....

Signature:  .....

Name: Stephanie Bayley  
PLEASE PRINT

Qualification: Solicitor  
Solicitor / Justice of the Peace / Commissioner for Declarations

**SIGNED by Wayne Allan Hubbard**  
in the presence of:

Signature: Wayne Allan Hubbard

Signature: S. Bayley

Name: Stephanie Bayley  
PLEASE PRINT

Qualification: Solicitor  
Solicitor / Justice of the Peace / Commissioner for Declarations

**SIGNED by Adam Scott Hubbard**  
in the presence of:

Signature: Adam Scott Hubbard

Signature: S. Bayley

Name: Stephanie Bayley  
PLEASE PRINT

Qualification: Solicitor  
Solicitor / Justice of the Peace / Commissioner for Declarations

**Reference Schedule**

**Item 1:**                    **Date**      6 JANUARY 2017

**Item 2:**                    **Land**

<b>Description</b>	<b>Title Reference</b>	<b>Street Address</b>
Lot 176 on CP MCH 811108	50170668	Shed 3/1497 Booral Road Urangan Qld

**Item 3:**                    **Lease**  
Lease between Douglas Ian Manning and Margaret Mary Manning as Lessor and Andrew Kuzmanovic as Lessee dated 4 April 2014

**Item 4:**                    **Date of Assignment**  
6 JANUARY 2017

**Item 5:**                    **Amount of Bank Guarantee**  
Equivalent to one (1) months' rent plus GST

SHED 3

Duty Imprint

Dealing Number



OFFICE USE ONLY

Privacy Statement

Collection of this information is authorised by the Land Title Act 1994 the Land Act 1994 and the Water Act 2000 and is used to maintain the publicly searchable registers in the land registry and the water register. For more information about privacy in NR&W see the department's website.

**COPY**

<b>1. Lessor</b> DOUGLAS IAN MANNING AND MARGARET MARY MANNING	<b>Lodger</b> (Name, address E-mail & phone number) CSG Law 5 Torquay Road Pialba Hervey Bay QLD 4655 Tel: 07 4194 4555 Ref: BNS:HM:042061 Email: csghb@csglaw.com.au	<b>Lodger Code</b>  003
---	--	-------------------------------

<b>2. Lot on Plan Description</b>	<b>County</b>	<b>Parish</b>	<b>Title Reference</b>
Lot 176 on CP MCH 811108	March	Urangan	50170668

<b>3. Lessee</b>	Given names	Surname/Company name and number	(include tenancy if more than one)
Andrew		Kuzmanovic	

**4. Interest being leased**  
Fee simple

**5. Description of premises being leased**  
That part of the building on the Land shown as Unit 3 on the plan attached to this Lease

<b>6. Term of lease</b>	<b>7. Rental/Consideration</b>
Commencement date/event: 01/04/2014 Expiry date: 31/03/2017 #Options: 2 x 3 years #Insert nil if no option or insert option period (eg 3 years or 2 x 3 years)	See attached Schedule

**8. Grant/Execution**

The Lessor leases the premises described in item 5 to the Lessee for the term stated in item 6 subject to the covenants and conditions contained in:- \*the attached schedule; ~~\*the attached schedule and document no. ....~~;

\* document no. ....; \*Option in registered Lease no. .... has not been exercised.

\* delete if not applicable

Witnessing officer must be aware of his/her obligations under section 162 of the Land Title Act 1994

.....signature

HELGA LOUISE MURATORI.....full name

JP QAL 100525.....qualification

**Witnessing Officer**

(Witnessing officer must be in accordance with Schedule 1 of the Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

4 / 4 / 14  
**Execution Date**

..... x Douglas Ian Manning  
**Lessor's Signature**

SEE ENLARGED PANEL

**9. Acceptance**

The Lessee accepts the lease and acknowledges the amount payable or other considerations for the lease.

.....signature

HELGA LOUISE MURATORI.....full name

JP QAL 100525.....qualification

**Witnessing Officer**

(Witnessing officer must be in accordance with Schedule 1 of the Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

2 / 4 / 14  
**Execution Date**

..... x Andrew Kuzmanovic  
**Lessee's Signature**




Title Reference [ 50170668 ]

ENLARGED PANEL

8. Grant/Execution

Witnessing officer must be aware of his/her obligations under section 162 of the Land Title Act 1994

 signature

HELENA LOUISE MUEATOKI full name

JP QUAL 100525 qualification

Witnessing Officer

(Witnessing officer must be in accordance with Schedule 1 of the Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

4 14 14 Execution Date

 x Margaret Mary Manning  
Lessor's Signature

**Title Reference [ 50170668 ]  
Table of Contents**

Clause Number

- 1 INTERPRETATION
  - 1.1 Terms and Reference Schedule
  - 1.2 Definitions
  - 1.3 Reference
- 2 RENT AND OTHER PAYMENTS
  - 2.1 Payments
  - 2.2 Manner of Payment
  - 2.3 Charges for Electricity
  - 2.4 Additional Rent
  - 2.5 Goods and Service Tax
- 3 RENT REVIEWS
  - 3.1 CPI Review
  - 3.2 Market Review
  - 3.3 Fixed Review
  - 3.4 Payment of Rent Prior to Review
  - 3.5 Rent Not to Decrease
- 4 USE OF THE PREMISES
  - 4.1 Use of Premises
  - 4.2 Occupation of Premises
  - 4.3 Conduct
  - 4.4 Consent
  - 4.5 Lessee's Obligation
  - 4.6 Air Conditioning
  - 4.7 Centre Governed by a Body Corporate
- 5 MAINTENANCE AND REPAIR
  - 5.1 Repair
  - 5.2 Cleaning
  - 5.3 Lessor's Right to Inspect and Repair
  - 5.4 Lessee's Works
  - 5.5 Lessor's Fit-out
- 6 ASSIGNMENT AND SUBLETTING
- 7 LESSOR'S RIGHTS AND OBLIGATIONS
  - 7.1 Variation In Lessee's Agreed Proportion
  - 7.2 Head Lease or Other Interests
  - 7.3 Rules
  - 7.4 Management
  - 7.5 Complex Exterior
  - 7.6 Licenses For Use of Common Areas
  - 7.7 Quiet Enjoyment
  - 7.8 Insurance
  - 7.9 Rates and Taxes
  - 7.10 Maintenance
  - 7.11 Services
  - 7.12 Directory Boards
  - 7.13 Consent of Mortgage
  - 7.14 Relocation
  - 7.15 Common Area Toilets
  - 7.16 Strata Title
- 8 RISK
  - 8.1 Own Risk
  - 8.2 Release
  - 8.3 Indemnity
  - 8.4 Insurance
  - 8.5 Notice of Accident
  - 8.6 Conduct Voiding Insurance

**Title Reference [ 50170668 ]**

- 9 **DEFAULT AND TERMINATION**
  - 9.1 Essential Terms
  - 9.2 Default
  - 9.3 Termination of Tenancy
  
- 10 **EXPIRY OF TERM**
  - 10.1 Lessee's Obligations
  - 10.2 Failure to Remove Lessee's Property
  - 10.3 Power of Attorney
  
- 11 **MONTHLY TENANCY**
  - 11.1 Monthly Tenancy
  
- 12 **DAMAGE AND DESTRUCTION**
  - 12.1 Rent Reduction
  - 12.2 Lessee May Terminate
  - 12.3 Lessor May Terminate
  - 12.4 No Obligation to Rebuild
  - 12.5 Dispute Resolution
  - 12.6 Antecedent Rights
  
- 13 **SALE BY LESSOR**
  
- 14 **INSPECTION BY PURCHASER OR LESSEE**
  
- 15 **GENERAL**
  - 15.1 Naming Rights
  - 15.2 Lessor May Rectify
  - 15.3 Notices
  - 15.4 Default Notices
  - 15.5 Waiver Negatived
  - 15.6 Entire Agreement
  - 15.7 Severability
  - 15.8 Obligations of Parties
  - 15.9 Statutes and Regulations
  - 15.10 Governing Law
  - 15.11 Saturdays, Sundays and Public Holidays
  - 15.12 Modification of Implied Covenants
  
- 16 **OPTION FOR FURTHER TENANCY**
  - 16.1 Exercise of Option
  - 16.2 Terms of Renewed Lease
  - 16.3 Dispute
  
- 17 **SECURITY BOND**
  
- 18 **TRUSTEE PROVISIONS**
  
- 19 **SPECIAL CONDITIONS**
  - 19.1 Rent
  - 19.2 Contamination
  - 19.3 Car Parking
  - 19.4 Disabled Toilet
  
- 20 **GUARANTEE**
  - 20.1 Personal Guarantee
  - 20.2 Guarantee and Indemnity
  - 20.3 Indemnity
  - 20.4 Liability of Guarantor
  - 20.5 Irrevocable
  - 20.6 Guarantor Liable
  - 20.7 Indemnity on Disclaimer
  - 20.8 Guarantor Not Prove in Liquidation
  - 20.9 Guarantee to Continue
  - 20.10 Assignment of Lease

Title Reference [ 50170668 ]

**Reference Schedule**

**Item 1 : Parties**

Lessor Douglas Ian Manning and Margaret Mary Manning  
Address PO Box 7159, URANGAN QLD 4655  
Telephone No. 4125 3440  
Facsimile No. 4125 4092

Lessee Andrew Kuzmanovic  
Address 29 Moolyyir Street, Urangan, QLD 4655  
Telephone No. 0467 458 698  
Facsimile No.

**Item 2 : Term**

3 Years

(a) **Commencement Date** 1 April 2014

(b) **Expiry Date** 31 March 2017

**Item 3 : Premises Address**

Shed 3/1497 Booral Road, Urangan 4655

**Item 4 : Rent**

\$14,000.00 plus GST per annum plus outgoings

**Item 5 : Review Date(s) (CPI/Market/Fixed):**

(a) **CPI Review Dates** Not Applicable

(b) **Market Review Dates** 1 April 2017, 1 April 2020

(c) (i) **Fixed Increase Dates** 1 April 2015, 1 April 2016, 1 April 2018, 1 April 2019, 1 April 2021,  
1 April 2022

(ii) **Fixed Increase Percent** 3.5%

**Item 6 : Agreed Proportion of (Estimated) Outgoings**

16.35%

**Item 7 : Percentage Rental**

Not Applicable

**Item 8 : Permitted Use**

Mechanical Workshop

**Item 9 : Insurance - Public Risk**

\$20,000,000.00

**Item 10 : Option Periods**

Two (2) options of three (3) years

**Item 11 : Security Bond**

One (1) month's rent plus GST



Duty Imprint

Dealing Number



OFFICE USE ONLY

Privacy Statement

Collection of this information is authorised by the Land Title Act 1994 the Land Act 1994 and the Water Act 2000 and is used to maintain the publicly searchable registers in the land registry and the water register. For more information about privacy in NSW see the department's website.

COPIES

1. Lessor	Lodger (Name, address E-mail & phone number)	Lodger Code
DOUGLAS IAN MANNING AND MARGARET MARY MANNING TRUSTEE UNDER INSTRUMENT 711484151	CSG Law Pty Ltd 5 Torquay Road PIALBA QLD 4655 Tel: 07 4194 4555 Ref: TJM:AJ:47893 Email: csghb@csglaw.com.au	037

2. Lot on Plan Description	Title Reference
Lot 176 on CPMCH 811108	50170668

3. Lessee	Given names	Surname/Company name and number	(Include tenancy if more than one)
		AMBROSE BUILDING PTY LTD ACN 131 176 102	AS TRUSTEE

4. Interest being leased  
Fee Simple

5. Description of premises being leased  
That part of the ground floor of the building as hatched in the attached plan

6. Term of lease	7. Rental/Consideration
Commencement date: 25/03/2019 Expiry date: 24/03/2022 and/or Event: *Options: 1 x 3 years *Fixed duration or lease option period (eg 3 years or 2 x 3 years)	See attached schedule

8. Grant/Execution  
The Lessor leases the premises described in item 5 to the Lessee for the term stated in item 6 subject to the covenants and conditions contained in: \*the attached schedule; \*the attached schedule and document no. \_\_\_\_\_; \*Option in registered Lease no. \_\_\_\_\_ has not been exercised.  
\* delete if not applicable

Witnessing officer must be aware of his/her obligations under section 162 of the Land Title Act 1994

\_\_\_\_\_  
Signature  
Yazmin Heather  
Harrold-Thompson  
Commissioner for Declarations  
125362 qualification

16/4/19  
Execution Date

\_\_\_\_\_  
Lessor's Signature

(Witnessing officer must be in accordance with Schedule 1 of the Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

9. Acceptance  
The Lessee accepts the lease and acknowledges the amount payable or other considerations for the lease.

\_\_\_\_\_  
Signature  
KEIRA DENISE MANNING  
\_\_\_\_\_  
and name  
JP (Qual) 17916  
\_\_\_\_\_  
qualification

\_\_\_\_\_  
Witnessing Officer

(Witnessing officer must be in accordance with Schedule 1 of the Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

JUSTICE OF THE PEACE (QUALIFIED)  
DEPT. OF JUSTICE  
Reg. No.: 117916  
\_\_\_\_\_  
Execution Date

Ambrose Building Pty Ltd ACN 131 176  
\_\_\_\_\_  
Lessee's Signature

Title Reference [50170668 ]

Reference Schedule

Item 1:	<b>Parties</b>	
	Lessor	Douglas Ian Manning and Margaret Mary Manning as trustee
	Address	42 Shell Street, Urangan, QLD 4655
	Telephone No.	4125 3440
	Facsimile/Email	4125 4092margaret_on_shell@hotmail.com
	<del>Lessee</del>	
	<del>Address</del>	Ambrose Building Pty Ltd ACN 131 176 102 as trustee for The
	<del>Telephone No.</del>	Bremel Family Trust
	<del>Facsimile/Email.</del>	PO Box 637, BUDERIM QLD 4556
		07 5373 3500
Item 2:	<b>Term</b>	Three years
	(a) <b>Commencement Date</b>	25 March 2019
	(b) <b>Expiry Date</b>	24 March 2022
Item 3:	<b>Premises Address</b>	Shed 4/1497 Booral Road, Urangan
Item 4:	<b>Rent</b>	\$16,320.00 per annum plus GST (25/03/2019 to 24/03/2020) \$16,320.00 per annum plus GST (25/03/2020 to 24/03/2021)
Item 5:	<b>Review Date(s) (CPI/Market/Fixed):</b>	
	(a) <b>CPI Review Dates</b>	25/03/2021, 25/03/2023, 25/03/2024
	(b) <b>Market Review Dates</b>	25/03/2022
	(c) <b>Fixed Increase Dates</b>	Not applicable
	(d) <b>Fixed Increase Percent</b>	Not applicable
Item 6:	<b>Agreed Proportion of Outgoings</b>	16.35 %
Item 7:	<b>Percentage Rental</b>	Not Applicable
Item 8:	<b>Permitted Use</b>	Building Coordination Management; storage of safety items
Item 9:	<b>Insurance - Public Risk</b>	\$20,000,000.00
Item 10:	<b>Option Periods</b>	One option of 3 years
Item 11:	<b>Security Bond</b>	Equivalent to 2 months' rent
Item 12:	<b>Lessor's Fixtures and Fittings</b>	Nil
Item 13:	<b>Guarantor</b>	Brett William Ambrose 19-21 Price Lane BUDERIM QLD 4556
Item 14:	<b>Car Parking Fee</b>	Not Applicable
Item 15:	<b>Special Conditions</b>	
		If there is any inconsistency between the terms of this Lease and the Special Conditions, the Special Conditions prevail

Dealing Number



OFFICE USE ONLY

Privacy Statement

Collection of this information is authorised by the Land Title Act 1994 the Land Act 1994 and the Water Act 2000 and is used to maintain the publicly searchable registers in the land registry and the water register. For more information about privacy in NR&W see the department's website.

<b>1. Lessor</b>	<b>Lodger (Name, address, E-mail &amp; phone number)</b>	<b>Lodger Code</b>
DOUGLAS IAN MANNING AND MARGARET MARY MANNING TRUSTEE UNDER INSTRUMENT 711404151		

<b>2. Lot on Plan Description</b>	<b>County</b>	<b>Parish</b>	<b>Title Reference</b>
LOT 176 CROWN PLAN MCH 811108	MARCH	URANGAN	50170668

<b>3. Lessee</b>	<b>Given names</b>	<b>Surname/Company name and number</b>	<b>(Include tenancy if more than one)</b>
NEIL WILLIAM JENNIFER MARGARET		COBURN GREENHALGH	

**4. Interest being leased**  
FEE SIMPLE

**5. Description of premises being leased**  
THAT PART OF THE GROUND FLOOR OF THE BUILDING ON THE LAND IDENTIFIED AS LEASE J ON THE ATTACHED PLAN

<b>6. Term of lease</b>	<b>7. Rental/Consideration</b>
Commencement date/event: 05/02/2014 Expiry date: 02/02/2019 and/or Event: <i>D.C.</i> Options: 2 Option periods of 5 years each #Insert nil if no option or Insert option period (eg 3 years or 2 x 3 years)	See Form 20 Schedule

**8. Grant/Execution**  
The Lessor leases the premises described in item 5 to the Lessee for the term stated in Item 6 subject to the covenants and conditions contained in:- \*the attached schedule; \* delete if not applicable

Witnessing officer must be aware of his/her obligations under section 162 of the Land Title Act 1994

.....signature  
 .....full name  
**DAVID JASON BUCKLEY**  
 .....qualification

Witnessing Officer *Solicitor*  
(Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

22/1/14  
Execution Date

*[Signature]*  
 ..... Douglas Ian Manning  
 Lessor's Signature

**9. Acceptance**  
The Lessee accepts the lease and acknowledges the amount payable or other considerations for the lease.

*[Signature]*  
 .....signature  
 .....full name  
**CHRISTOPHER JOHN THOMPSON**  
 .....qualification

Witnessing Officer *Solicitor*  
(Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

22/1/14  
Execution Date

*[Signature]*  
 ..... Neil William Coburn  
 Lessee's Signature



Title Reference – [50170668]

- Item 1: **Term:**  
5 years
- Item 2: **Rent**  
\$26,600.04 per annum plus GST pursuant to Clause 2.5.
- Item 3: **Review Date(s) (CPI/Market/Fixed):**
- (a) **CPI Review Dates** Not applicable
  - (b) **Market Review Dates** 3<sup>1</sup> February 2019 and 3<sup>1</sup> February 2024 *J. a.*
  - (c) (i) **Fixed Increase Dates** 3<sup>1</sup> February each year except the Market Review Dates
  - (ii) **Fixed Increase Percent** 3.5%
- Item 4: **Minimum Increase Percentage**  
3.5 %
- Item 5: **Agreed Proportion of Outgoings**  
34.6%
- Item 6: **Permitted Use**  
Wholesale bait and ice supply business
- Item 7: **Insurance - Public Risk**  
\$10,000,000.00
- Item 8: **Option Periods** *31 JAN*  
2 option periods of 5 years each the first from 3<sup>1</sup> February 2019 to 2<sup>1</sup> February 2024 and the second from 3<sup>1</sup> February 2024 to 2<sup>1</sup> February 2029. *31 JAN*
- Item 9: **Bank Guarantee/Bond** *a.*  
Nil
- Item 10: **Guarantors**  
Not applicable
- Item 11: **Special Conditions**  
These Special Conditions vary the other terms of this Lease and to the extent of any inconsistency prevail over the other terms of this Lease.

---

**1. Tenant Property**

- 1.1 The Landlord and the Tenant agree that at the Commencement Date the list of plant and equipment annexed to the end of this Lease is Tenant Property as that term is defined under this Lease and is therefore owned by and is the responsibility of the Tenant and may be removed on the expiry of the Lease subject to the provisions of this Lease.



Dealing Number



OFFICE USE ONLY

Privacy Statement

Collection of this information is authorised by the Land Title Act 1994 the Land Act 1994 and the Water Act 2000 and is used to maintain the publicly searchable registers in the land registry and the water register. For more information about privacy in NR&W see the department's website.

<b>1. Lessor</b>	<b>Lodger (Name, address E-mail &amp; phone number)</b>	<b>Lodger Code</b>
DOUGLAS IAN MANNING AND MARGARET MARY MANNING	CSG Law Pty Ltd 5 Torquay Road, PIALBA QLD 4655 Tel: 07 4194 4555 Ref: TJM:50064 Email: csghb@csglaw.com.au	037

<b>2. Lot on Plan Description</b>	<b>Title Reference</b>
Lot 176 on CP MCH811108	50170668

<b>3. Lessee</b>	Given names	Surname/Company name and number	(include tenancy if more than one)
		Sea Queen Marine Products Pty Ltd ACN 101 421 621	

**4. Interest being leased**  
FEE SIMPLE

**5. Description of premises being leased**  
THAT PART OF THE GROUND FLOOR OF THE BUILDING ON THE LAND SHOWN AS LEASE J AS HATCHED ON THE ATTACHED PLAN

<b>6. Term of lease</b>	<b>7. Rental/Consideration</b>
Commencement date/event: 01/12/2020 Expiry date: 30/11/2021 and/or Event:	\$42,537.72 (inc GST & outgoings)

\*Options: 2 x 3 years

#Insert nil if no option or insert option period (eg 3 years or 2 x 3 years)

**8. Grant/Execution**  
The Lessor leases the premises described in item 5 to the Lessee for the term stated in item 6 subject to the covenants and conditions contained in:- \*the attached schedule; \*~~the attached schedule and document no.~~ \* document no. ....; \*Option in registered Lease no. .... has not been exercised.  
\* delete if not applicable

Witnessing officer must be aware of his/her obligations under section 162 of the Land Title Act 1994

..... signature	..... full name	..... qualification	..... Execution Date	..... Lessor's Signature
	Naomi Kate Hayward Commissioner for Declarations	118033	11 / 01 / 2021	

(Witnessing officer must be in accordance with Schedule 1 of the Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

**9. Acceptance**  
The Lessee accepts the lease and acknowledges the amount payable or other considerations for the lease.

..... signature	..... full name	..... qualification	..... Execution Date	..... Lessee's Signature
			22 / 12 / 2020	 Director SEA QUEEN MARINE PRODUCTS PTY LTD 101 421 621

(Witnessing officer must be in accordance with Schedule 1 of the Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

Title Reference [50170668 ]

Table of Contents

Number

INTERPRETATION

- 1.1 Terms and Reference Schedule
- 1.2 Definitions
- 1.3 Reference

RENT AND OTHER PAYMENTS

- 2.1 Payments
- 2.2 Manner of Payment
- 2.3 Agreed Proportion of Outgoings
- 2.4 Charges for Electricity
- 2.5 Additional Rent
- 2.6 Goods and Service Tax

RENT REVIEWS

- 3.1 CPI Review
- 3.2 Market Review
- 3.3 Fixed Review
- 3.4 Payment of Rent Prior to Review
- 3.5 Rent Not to Decrease

USE OF THE PREMISES

- 4.1 Use of Premises
- 4.2 Occupation of Premises
- 4.3 Conduct
- 4.4 Consent
- 4.5 Lessee's Obligation
- 4.6 Air Conditioning
- 4.7 Fire & Essential Services
- 4.8 Centre Governed by a Body Corporate

MAINTENANCE AND REPAIR

- 5.1 Repair
- 5.2 Cleaning
- 5.3 Lessor's Right to Inspect and Repair
- 5.4 Lessee's Works
- 5.5 Lessor's Fit-out

ASSIGNMENT AND SUBLETTING

LESSOR'S RIGHTS AND OBLIGATIONS

- 7.1 Variation In Lessee's Agreed Proportion
- 7.2 Head Lease or Other Interests
- 7.3 Rules
- 7.4 Management
- 7.5 Complex Exterior
- 7.6 Licenses For Use of Common Areas
- 7.7 Quiet Enjoyment
- 7.8 Insurance
- 7.9 Rates and Taxes
- 7.10 Maintenance
- 7.11 Services
- 7.12 Directory Boards
- 7.13 Consent of Mortgagee
- 7.14 Relocation
- 7.15 Common Area Toilets
- 7.16 Sale by Lessor

Title Reference [50170668 ]

- 8 STRATA TITLE
  - 8.1 Subdividing the Land
  - 8.2 Amendments to By-Laws
  - 8.3 Lessee Covenants
  - 8.4 New Lease
  - 8.5 No Cost to Lessee
- 9 RISK
  - 9.1 Own Risk
  - 9.2 Release
  - 9.3 Indemnity
  - 9.4 Insurance
  - 9.5 Notice of Accident
  - 9.6 Conduct Voiding Insurance
- 10 DEFAULT AND TERMINATION
  - 10.1 Essential Terms
  - 10.2 Default
  - 10.3 Termination of Tenancy
- 11 EXPIRY OF TERM
  - 11.1 Lessee's Obligations
  - 11.2 Failure to Remove Lessee's Property
  - 11.3 Power of Attorney
- 12 MONTHLY TENANCY
- 13 DAMAGE AND DESTRUCTION
  - 13.1 Rent Reduction
  - 13.2 Lessee May Terminate
  - 13.3 Lessor May Terminate
  - 13.4 No Obligation to Rebuild
  - 13.5 Dispute Resolution
  - 13.6 Antecedent Rights
- 14 INSPECTION BY PURCHASER OR LESSEE
- 15 GENERAL
  - 15.1 Naming Rights
  - 15.2 Lessor May Rectify
  - 15.3 Notices
  - 15.4 Default Notices
  - 15.5 Waiver Negatived
  - 15.6 Entire Agreement
  - 15.7 Severability
  - 15.8 Obligations of Parties
  - 15.9 Statutes and Regulations
  - 15.10 Governing Law
  - 15.11 Saturdays, Sundays and Public Holidays
  - 15.12 Modification of Implied Covenants
- 16 OPTION FOR FURTHER TENANCY
  - 16.1 Exercise of Option
  - 16.2 Terms of Renewed Lease
  - 16.3 Dispute
- 17 SECURITY BOND
- 18 TRUSTEE PROVISIONS
- 19 GUARANTEE
  - 19.1 Personal Guarantee
  - 19.2 Guarantee and Indemnity
  - 19.3 Indemnity
  - 19.4 Liability of Guarantor
  - 19.5 Irrevocable
  - 19.6 Guarantor Liable
  - 19.7 Indemnity on Disclaimer
  - 19.8 Guarantor Not Prove in Liquidation
  - 19.9 Guarantee to Continue
  - 19.10 Assignment of Lease

Title Reference [50170668 ]

Reference Schedule

- Item 1 : **Parties**
- |               |   |
|---------------|---|
| Lessor        | DOUGLAS IAN MANNING AND MARGARET MARY MANNING     |
| Address       | 42 Shell Street, Urangan, QLD 4655                |
| Telephone No. | 4125 3440   |
| Facsimile     | 4125 4092   |
| Email.        | margaret_on_shell@hotmail.com                     |
| Lessee        | Sea Queen Marine Products Pty Ltd ACN 101 421 621 |
| Address       | c/- Shed 5/73 Booral Road, Urangan, QLD 4655      |
| Telephone No. |   |
| Facsimile     |   |
| Email.        |   |
- Item 2 : **Term** 1 years
- |                       |                  |
|-----------------------|------------------|
| (a) Commencement Date | 1 December 2020  |
| (b) Expiry Date       | 30 November 2021 |
- Item 3 : **Premises Address** Shed 5/73 Booral Road, Urangan
- Item 4 : **Rent** \$42,537.72 per annum inclusive of GST and outgoings (but lessee pay for water)
- Item 5 : **Review Date(s) (CPI/Market/Fixed):**
- |                              |  |
|------------------------------|--|
| (a) CPI Review Dates         | 01/12/22, 01/12/23, 01/12/25, 01/12/26 |
| (b) Market Review Dates      | At the exercise of the option term     |
| (c) (i) Fixed Increase Dates | Annually                               |
| (ii) Fixed Increase Percent  | Not Applicable                         |
- Item 6 : **Agreed Proportion of Outgoings** Water only
- Item 7 : **Percentage Rental** Not Applicable
- Item 8 : **Permitted Use** Wholesale bait and ice supply business
- Item 9 : **Insurance - Public Risk** \$10,000,000.00
- Item 10 : **Option Periods** 2 options of 3 years
- Item 11 : **Security Bond** \$15,000.00
- Item 12 : **Lessor's Fixtures and Fittings** Nil
- Item 13 : **Guarantor** Not Applicable
- Item 14 : **Car Parking Fee** Not Applicable
- Item 15 : **Special Conditions**  
If there is any inconsistency between the terms of this Lease and the Special Conditions, the Special Conditions prevail



Title Reference [50170668 ]

**Special Conditions**

1. The water tanks located at the premise are owned by the lessor. The water collected in these tanks may be used by the lessee. The lessee shall be responsible for any pump or equipment necessary to access this water. At all times the tanks shall remain the property of the lessor and shall not be interfered with or removed from the premise.
2. The lessee shall be entitled to use exclusively car parks referred to as 5A and 5B on the plan attached hereto and marked with the letter B. The lessee shall be responsible to maintain the allocated parking spaces and keep them in a clean and tidy condition subject to reasonable fair wear and tear.
3. The lessee agrees to make available upon request access to the toilet facilities within lease J for wheelchair purposes only upon request otherwise the toilets shall remain the exclusive use of the lessee.