

Dealing Number



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1. Lessor BRESSO PTY LTD AS TRUSTEE FOR BRESSO SUPERANNUATION FUND	Lodger (Name, address, E-mail & phone number) BRESSINGTON & PARTNERS SOLICITORS 79 BOLSOVER STREET ROCKHAMPTON QLD 4700 TELEPHONE: (07) 49 277 344	Lodger Code 114
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2. Lot on Plan Description LOTS 1 & 2 ON RP602240	Title Reference 30286246
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3. Lessee	Given names	Surname/Company name and number	(include tenancy if more than one)
		DARUMBAL COMMUNITY YOUTH SERVICES INCORPORATED	

4. Interest being leased
FEE SIMPLE

5. Description of premises being leased
PART OF THE GROUP FLOOR OF THE BUILDING AS HATCHED IN BLACK ON THE ATTACHED PLAN

6. Term of lease Commencement date/event: 01.04.2018 Expiry date and/or Event: 30.02.2021 #Options: 1 x 3 years #Insert nil if no option or insert option period (eg 3 years or 2 x 3 years)	7. Rental/Consideration See Clause 1(c) and 1(d)
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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

27/3 /2018
Execution Date

.....
Lessor's Signature
KENNETH PATRICK BRESSINGTON
BRESSO PTY LTD AS TRUSTEE FOR
THE BRESSO SUPERANNUATION FUND

Witnessing Officer
(Witnessing officer must be in accordance with Schedule 1 of 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

27/3 /2018
Execution Date

DARUMBAL COMMUNITY YOUTH SERVICES
INCORPORATED by its duly authorised
Officers

.....
Lessee's Signature

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



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This is the schedule of lease referred to in the form 7.

PART A

The parties agree that other than for completion of the summary, any changes to this lease by way of amendment or addition will be made at clause 2 in the place provided for that purpose.

This deed of lease is divided under the following headings:

1	Summary	8	Maintenance repairs alterations and additions
2	Alterations and additional provisions	9	Insurance and indemnity
3	Definitions and interpretation	10	Damage
4	Term further term and holding over	11	Air Conditioning
5	All agreements relating to money	12	Default
6	Use	13	General agreements
7	Assignment and subletting.		

1. Summary

(a) **Term** (clause 4)

Three (3) years from the 01st of April, 2018 and expiring on the 30th of March, 2021.

(b) **Further term** (clause 4)

Option for a further term of three (3) years (1 x 3 years.)

(c) **Rent and GST** (clause 5)

- (i) \$56,496.00 per annum by equal monthly instalments of \$4,708.00 calculated for the lease year commencing on the commencement date.
- (ii) The first monthly payment is due on the 01st of April, 2018
- (iii) Goods and services tax is payable by the lessee in addition to the rent.
- (iv) Goods and services tax is not included in the rent. The GST is currently \$470.00 per month and the total rent per month including GST is \$5,178.00.

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(d) **Rent reviews** (clause 5)

Rent increases	Percentage
01/04/2019	3%
01/04/2020	3%
01/04/2021	3%
01/04/2022	3%
01/04/2023	3%
01/04/2024	3%

(e) **Outgoings** (clause 5)

- (i) **Defined outgoings** are council rates, water rates, land tax on a single holding basis building and public risk insurance and strata levies. Percentage payable by lessee is NIL%, which is the ratio of the area of the demised premises to the total lettable area.
- (ii) **Total outgoings** percentage payable by lessee is NIL%.
- (iii) **Water usage, gas, electricity, telephone, heat and other utilities** that are provided to the premises are to be paid by the lessee as they fall due.

(f) **Bond** (clause 5)

Intentionally Deleted.

(g) **Interest on overdue money** (clause 5)

12%

(h) **Use** (clause 6)

Youth Services, Professional Offices

(i) **Insurance and indemnity** (clause 9)

Minimum public liability insurance \$10,000,000.00

(j) **Guarantors** (clause 11)

Intentionally deleted.

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2. Alterations or additions to part B

Intentionally deleted.

PART B

3. Definitions and interpretation

- (a) 'The lessor' includes its executors, administrators, successors, and assigns and for the purpose of giving any notice under this lease the managing agent appointed by the lessor from time to time.
- (b) 'The lessee' includes its executors, administrators, successors and assigns.
- (c) 'The estate' means the land and buildings and any extensions or alterations thereto of which the demised premises form part.
- (d) Any provision of this lease to be performed by two or more persons shall bind those persons jointly and severally.
- (e) Any reference in this lease to any statute or regulation is deemed to include all amendments and revisions made from time to time to that statute or regulation.
- (f) Any reference in this lease to a month or monthly shall mean respectively calendar month and calendar monthly.
- (g) Reference to any authority, institute, association or body whether statutory or otherwise shall in the event of any such authority, institution, association or body ceasing to exist or being reconstituted renamed or replaced or the powers or functions thereof being transferred to any other organisation be deemed to refer respectively to the organisation established or constituted in lieu of or replacement for or which serves substantially the same purpose or objects of such authority institute association or body.

4. Term, further term and holding over

- (a) The term of this lease is as stated in item 6 of the form 7 and **summary 1(a)** commencing on the commencement date and expiring on the expiry date unless earlier terminated in accordance with this lease.
- (b) If the lessee desires to have a further lease of the demised premises granted to it for the further term specified in **summary 1(b)** hereof and gives to the lessor notice in writing to that effect not more than six months and not less than three months prior to the expiry date then provided at the date of the exercise of this option and at the expiry date there is no

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subsisting breach by the lessee of the terms and conditions herein contained the lessor shall grant to the lessee a lease of the demised premises for the further term specified in **summary 1(b)** hereto upon and subject to the same terms and conditions contained in this lease except this provision unless a further option is shown in **summary 1(b)** at the then market rental provided that the rental shall not be less than the rental payable immediately before the grant of the further term. In the event of the lessor and lessee failing to agree as to the market rental having regard to the covenants in this lease the market rental shall be determined by an independent valuer nominated by the proper officer of the Australian Institute of Valuers (Queensland division) such valuer so appointed shall be deemed an expert and not an arbitrator and his expenses shall be shared equally by the lessor and the lessee.

- (c) Should the lessee continue to occupy the demised premises after the expiry date otherwise than pursuant to the grant of a further lease then he shall do so as a monthly tenant upon the same terms; and conditions hereof as are appropriate and such tenancy shall be determinable by either party giving to the other at any time one months notice in writing to that effect.

5. All agreements relating to money

(a) **Rent & reviews of rent**

- (i) For the first one (1) year period of the term hereof the lessee will pay to the lessor or at the lessor's direction without demand from the lessor and without any deduction whatsoever a rent at the rate specified in **summary 1(c)** per annum such rent to be paid in advance by regular and consecutive monthly payments specified in **summary 1(c)** each on the first day of each month during the term except the first and last payments which if necessary will be proportionate the first being payable on the date of commencement of the term. PROVIDED ALWAYS that after the first one (1) year of the term of the lease or if renewed after the first year of the renewed term the annual rental shall be increased by the method specified in the table in **summary 1(d)**.
- (ii) At the commencement of any further term of the lease in the event of the exercise of the option to renew herein contained the annual rental shall be reviewed in accordance with the table provided in **summary 1(d)** provided that the rental shall not be less than the rental payable immediately before the review.

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(b) **Outgoings**

- (i) The lessee shall pay as and when they fall due their proportion of the outgoings defined in **summary 1(e)** hereof. In the event of failure by the lessee to pay such outgoings then the lessor may pay them and recover the amount paid from the lessee who shall be in default hereunder.
- (ii) If applicable the lessee shall pay to the lessor that percentage specified in **summary 1(e)** of the total outgoings of the estate a budget for which shall be calculated from time to time by the lessor or its managing agent and notice in writing of the amount of the contribution shall be given to the lessee who shall pay such contribution by equal monthly instalments on the same days due for payment of rent. At the end of each year of the term of the lease an account shall be taken of the actual percentage of the actual outgoings and if different from the budgeted proportion of outgoings paid by the lessee then any shortfall will be paid by the lessee to the lessor and any excess payment will be refunded by the lessor to the lessee. The actual outgoings means the net amount paid or payable by the lessor having made allowance for any input tax credit available to the lessor.
- (iii) The expression 'the outgoings of the estate' shall in this lease mean the aggregate of all the outgoings, costs and expenses of the lessor paid or payable or otherwise incurred by the lessor in respect of the land and buildings in the conduct, management, repair, renovation and maintenance thereof including but without limiting the generality of the foregoing the following: -
 - (1) All rates, taxes (excluding income tax but including land tax on a single holding basis), charges, assessments, duties, impositions and fees payable to any government, local government, semi-government or other competent authority, insurance including public risk and loss of rents insurance, costs inclusive of wages of the operation, supply, repair, renovation, maintenance, management, control and administration of the estate, its facilities, plant, equipment and services, strata title levies, charges for lighting, power and gas, cleaning, landscaping, security, removal of wastes and garbage.

(c) **Other expenditure**

The lessee is to pay punctually for all water, gas, electricity, telephone, heat and other utilities that are provided to the premises.

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(d) **Bond**

Intentionally deleted.

(e) **Goods and services tax (GST)**

- (i) The lessor shall provide the lessee with a tax invoice in relation to any taxable supply made to the lessee who shall pay to the lessor the applicable GST in addition to the cost of the supply.
- (ii) Rent is exclusive of GST and it is payable in addition to the rent, unless rent is expressed to be inclusive of GST in the summary.
- (iii) The lessor must pass on the benefit of any input tax credits received by the lessor in relation to any amount payable by the lessee to the lessor.

(f) **Interest on overdue money**

- (i) In the event of any rental or other monies due by the lessee under this lease remaining unpaid for a period of fourteen (14) days after their due date then the lessee shall pay to the lessor interest at the rate specified in **summary 1(g)** on those monies calculated from the due date until the date of payment and the lessor will be entitled to recover those monies as if the same were rent in arrears.

(g) **Costs**

The lessee shall pay to the lessor:

- (i) Registration fees incurred to register the lease (if any);
- (ii) Costs incurred by the lessor to obtain a survey of the premises in order that a lease plan be prepared in registrable form;
- (iii) Legal costs on a solicitor and own-client basis in relation to any breach by the lessee of the terms of this lease resulting in enforcement action taken by the lessor.

6. Use

- (a) The lessee shall not use the demised premises otherwise than for the purpose stated in **summary 1(h)** hereto and shall comply with all requirements of law in relation thereto. The lessor does not in any way warrant that the demised premises are or will remain suitable or adequate for such purposes.
- (b) The lessee shall not use or permit to be used for other than their designed purposes any of the fixtures or fittings in the demised premises or the estate.

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- (c) The lessee shall not store or use inflammable or dangerous substance upon the demised premises or the estate unless a normal incident of the permitted use.
- (d) The lessee shall not do or permit to be done on the demised premises or in the estate anything which in the opinion of the lessor may become a nuisance or a disturbance obstruction or cause of damage whether to the lessor or to other tenants or users of the estate nor to use the demised premises in any noisy noxious or offensive manner.
- (e) The lessee shall not obstruct or interfere with any of the entrances or common areas of the estate.
- (f) The lessee shall advise the lessor (or where applicable its managing agent) of the private address and telephone number of the lessee or if the lessee is a corporation of the manager secretary or other responsible person employed by the lessee and shall keep the lessor or its managing agent informed of any change of such address or telephone number.
- (g) The lessee shall secure the demised premises against unauthorized entry at all times when the demised premises are left unoccupied and the lessor reserves the right by its servants and agents to enter upon the Premises and fasten same if the demised premises are left unsecured.

7. Assignment and subletting

- (a) The lessee covenants not to assign or sub-let or otherwise deal with the demised premises without the prior written consent of the lessor, which consent shall not unreasonably be withheld. Such consent shall not be granted unless the lessee demonstrates to the reasonable satisfaction of the lessor that the proposed assignee or sub-lessee is of good repute, responsible of sound financial standing experienced in the business to be conducted in the demised premises and capable of performing the obligations of the lessee under the terms of this lease and provided that there are no subsisting breaches by the lessee of the terms of this lease at the time of assignment or subletting and provided further that in the case of an assignment the lessee procures the execution by the assignee of an assignment of this lease in a form approved by the lessor and the lessee pays all costs incurred by the lessor whether the proposed assignment proceeds to completion or not. In the event of the proposed assignee being a company then the lessor may require guarantees of the directors and/or shareholders of such company.

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- (b) In the event of the lessee being a company then any change in the shareholding of the lessee company altering the effective control of the lessee shall be deemed a proposed assignment requiring the consent of the lessor, in accordance with this provision.

8. Maintenance repairs alterations and additions

- (a) The lessee shall keep the interior of the demised premises and all fixtures and fittings therein in a state of good repair having regard to its condition at the commencement of the lease fair wear and tear and damage caused by fire, flood, storm, tempest excepted unless any policy of insurance covering such occurrences shall have been vitiated or the policy monies refused as a result of the act or omission of the lessee its servants, agents, licensees or invitees. Any plant or machinery located within and exclusively servicing the demised premises shall be maintained and serviced and kept in a state of good repair by the lessee at its expense and the lessee will keep current such maintenance service and repair contracts that are reasonably required by the lessor.
- (b) That the lessor, the lessor's executors, administrators and assigns, or an agent of the lessor or of the lessor's executors, administrators or assigns, may, twice in every year during the term at a reasonable time of the day upon giving to the lessee two days previous notice, enter upon the demised premises and view the state of repair thereof, and may serve upon the lessee or the lessee's executors, administrators or assigns' at the demised premises, a notice in writing of any defect, requiring the lessee or the lessee's executors, administrators or assigns, within a reasonable time, to repair same in accordance with any covenant expressed or implied in the lease, and that in default of the lessee's or the lessee's executors, administrators or assigns' so doing it shall be lawful for the lessor, the lessor's executors, administrators, or assigns from time to time to enter and execute the required repairs.
- (c) After each three (3) years of the term hereof the lessee shall repaint and redecorate such part of the interior of the demised premises as are painted or otherwise decorated.
- (d) The lessee shall repair, replace and maintain all glass broken in the demised premises all non-operative light fittings and shall regularly clean the demised premises and dispose of all waste products and shall take all necessary steps to control any pest infestation and shall keep the demised premises in a clean and tidy condition.

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- (e) The lessee shall repair, replace and maintain all heating, electrical and plumbing fittings installed in the premises broken or damaged as a result of the use of demised premises by the lessee.
- (f) The lessee shall comply with all statutory requirements affecting the demised premises and will comply with any notices or orders which may be given by any authority in respect of the use of the demised premises by the lessee PROVIDED THAT the lessee shall be under no liability in respect of any structural alterations unless that liability arises out of the lessee's particular use or occupation of the demised premises.
- (g) The lessee shall keep and maintain the waste pipes, drains and water closets servicing the demised premises in a clean, clear and operative condition and shall employ licensed tradesman to clear any blockages which may occur therein and will regularly clean and service any grease traps provided for the use of the demised premises.
- (h) In the event of the lessee failing to perform any of its obligations under the foregoing provisions then the lessor may do such things as are necessary to comply with such provisions and may recover from the lessee the costs of so doing as if the cost was unpaid rental hereunder.

9. Insurance and Indemnity

- (a) The lessee shall keep current at all times during the currency of this lease:-
 - (i) A policy of public risk insurance applicable to the demised premises and the building and the business carried on therein for an amount of not less than the amount specified in **summary 1(i)**.
 - (ii) An insurance policy against the loss or damage to the fixtures, fittings and goods of the lessee its servants, agents, licensees or invitees.
 - (iii) An insurance policy in the name of the lessee noting the interest of the lessor for the replacement value of all glass in or enclosing the premises.
- (b) The lessee hereby indemnifies the lessor against all claims, actions, losses and expenses for which the lessor may become liable arising out of the act or neglect of the lessee its servants, agents, employees, licensees and invitees in the use of the demised premises.
- (c) In the event that the lessee does or omits to do anything whereby the premiums of any insurance effected by the lessor are increased then the lessee shall pay such increase in insurance to the lessor.

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10. Damage

- (a) If during the currency of this lease the demised premises or a substantial part thereof is destroyed so substantially as to be wholly unfit for occupation by the lessee then the rental hereby reserved shall abate and this lease and the term hereby created may if the lessor so elects and of its election in writing notifies the lessee within one (1) month of the destruction or damage be terminated and brought to an end PROVIDED THAT if the lessor does not give such notice and does not within a period of three (3) months from such occurrence commence to restore the demised premises the lessee may by notice in writing to the lessor terminate this lease.
- (b) In the event that the demised premises or any part thereof shall at any time during the continuance of the lease be damaged so as to render part of the same unfit for occupation and use by the lessee then a proportionate part of the rent hereby reserved according to the nature and extent of the damage sustained shall abate until the demised premises shall have been rebuilt or made fit for the occupation and use of the lessee.
- (c) In the event of the occurrences referred above the rent reserved by this lease shall not abate in the event that any policy of insurance covering such occurrences or loss of rental policy shall have been vitiated or the policy monies refused in whole or in part in consequence of some act or default by the lessee or his servants, agents, licensees and invitees.

11. Air Conditioning

- (a) If the Premises are serviced by air conditioners or other cooling devices being the property of the Landlord, the Tenant must enter into a service agreement (at the Tenant's cost) with a reputable service person approved by the Landlord who must carry out servicing, maintenance and minor repairs at least every three (3) months.
- (b) The Landlord will be responsible for major repairs and capital replacement cost of air conditioning or air cooling systems provided that is such major repairs or capital replacement costs occur as a result of the Tenant's breach of subclause (1) of this Clause, or if caused as a result of the Tenant's negligence or wilful acts, the Tenant must pay such costs.

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12. Default

- (a) If at any time during the term of this lease or any extension thereof the lessee shall fail to comply with the essential terms of this lease to pay any rent or other monies payable by the lessee to the lessor within (fourteen) 14 days of the due date for payment of such monies although no formal demand therefore has been made or default in the fulfilment of any covenant condition or stipulation expressed or implied in this lease on the part of the lessee to be performed relating to essential matters such as use assignment subletting repair and maintenance and such default is continued for the space of fourteen (14) days after written notice by the lessor to the lessee at its address appearing on the first page hereof to rectify such default or if repairs required by any notice to repair and not completed within the time therein specified then in any such case the lessor may re-enter upon the demised premises or any part thereof in the name of the whole forcibly if necessary and thereby determine the estate of the lessee. Within seven (7) days of determination of the estate of the lessee the lessee shall remove its fixtures, fittings and goods from the demised premises failing which such fixtures fittings and goods as have not been removed by the lessee shall be forfeited to the lessor and shall become the property of the lessor. The lessor shall re-let the demised premises as soon as practicable after determination of the lease at the best rent obtainable. The lessor may recover all arrears of rent all loss of rental incurred as a result of the determination of the lease all costs and expenses associated with the removal of the lessee's fixtures, fittings and goods and the restoration of the demised premises to a rentable condition fair wear and tear and damage caused by fire, flood, storm and tempest excepted damages for breach of any covenant contained in the lease any other monies owing by the lessee to the lessor and any other expenses of the lessor resulting from the determination of the lease.
- (b) Should the lessor become entitled to re-enter and take possession of the demised premises and determine this lease then the lessee hereby irrevocably appoints the lessor to be the attorney of the lessee for him in his name and as his act and deed from time to time if and when such attorney shall think fit for the purpose of giving full effect to the power of re-entry to execute and procure the registration of a surrender of this lease and to register this power of attorney and do any matter or thing which may be required to give full effect thereto.

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13. General agreements

(a) **Alterations**

The lessee shall not affect any alterations or additions to the demised premises without the written consent of the lessor.

(b) **Remove fixtures**

The lessee shall upon the expiration or sooner determination of this lease remove its fixtures, fittings and goods and make good any damage to the premises or the estate caused by such removal and in the event such fixtures, fittings and goods have not been removed by the lessee within seven (7) days of such expiration or earlier determination then they shall be forfeited to the lessor and shall become the property of the lessor.

(c) **Hours**

The lessee shall not occupy or permit the demised premises to be occupied or used outside the hours as are from time to time stipulated by law.

(d) **Signage**

The lessee shall not place any sign, advertisement name or notice on any part of the demised premises or the estate without the lessor's prior written consent and if necessary without the prior consent of any relevant competent authority.

(e) **Infrastructure repair by lessor**

The lessor reserves the right to use, maintain, modify, relocate and repair any services fixtures or fittings passing through the demised premises or the estate and in doing so will cause the minimum of inconvenience and disruption to the lessee's business.

(f) **Prospective tenants or purchasers**

The lessee will at all reasonable times permit the lessor to show the demised premises to prospective tenants or purchasers and will allow the lessor to affix such 'For Sale' or 'To Let' notices as the lessor may deem expedient.

(g) **Service**

A communication required by this deed, by a party to another, must be in writing and may be given to them by being:

(i) Delivered personally; or

(ii) Posted to their address specified in this agreement, or as later notified by them, in which case it will be treated as having been received on the second business day after posting; or

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(iii) Faxed to the facsimile number of the party with acknowledgment of receipt received electronically by the sender, when it will be treated as received on the day of sending, or

(iv) Sent by email to their email address, when it will be treated as received on that day.

(h) **Strata**

In the event of the lessor wishing to effect a strata subdivision of the estate then the lessor may carry out such works as are required by the responsible authorities PROVIDED THAT in so doing it will cause the minimal inconvenience and disruption to the lessee's business.

(i) **Severance**

The lessor and lessee agree that any provision of this lease which is in breach of any statute regulation by-law or ordinance and in consequence of such breach is voidable unenforceable or invalid then it shall be severable from this lease and this lease shall be read as though such provision did not form part of the same.

(j) **Use of common property**

The lessee shall have the right in common with other lessees of other parts of the premises of which the demised premises form part to use the common property in and about the demised premises in accordance with the regulations which may be made from time to time by the lessor for the purpose of controlling, regulating and administering the common property for the benefit of all lessees within the estate.

(k) **Quiet enjoyment**

And the lessor doth hereby covenant with the lessee that he or she paying the rent hereby reserved, and performing the covenants hereinbefore on his or her part contained, shall and may peaceably possess and enjoy the demised premises for the term hereby granted, without any interruption or disturbance from the lessor or any other person or persons lawfully claiming by, from, or under him or her.

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14. General agreements

The parties acknowledge and agree that the continuation of this Lease is subject to and conditional upon the Lessee obtaining a continuation of their funding. The parties acknowledge and agree that if the Lessee receives notice that their funding is not available, they have the right upon two (2) month' notice to terminate the Lease. Should they continue to occupy the premises beyond that two (2) month period, then they will do so as a monthly tenant at which time they could than terminate the tenancy upon thirty (30) days' notice.

Signed by the Lessee:

DARUMBAL COMMUNITY YOUTH SERVICES INCORPORATED
BY ITS DULY AUTHORISED OFFICERS



[Handwritten Signature]

Sign

Witness Sign

Witness – Sign

Sign

Justice of the Peace/Solicitor/Commissioner for Declarations