

COMMERCIAL LEASE AGREEMENT

THIS COMMERCIAL LEASE AGREEMENT (the **Agreement**), made and entered into on this 1st day of November , 2016 by and between **114 Alexandra Pty Ltd. As trustee for the Fleay Lines Superannuation Fund** of 114 Alexandra Road Lilydale, Vic., 3140 (**Lessor**) and **Chirnside Park Veterinary Clinic Pty. Ltd.** of 103 Switchback Road, Chirnside Park, Vic., 3116 (**Lessee**) collectively referred to as "the parties".

The parties agree as follows:

Premises

In consideration of the rents to be paid hereunder and the covenants and obligations to be observed by the Lessee, Lessor does hereby lease to the Lessee and the Lessee does hereby lease and take from the Lessor the following property located at:

103 Switchback Road, Chirnside Park, Vic., 3116 together with all improvements located thereon (the "Premises").

Term

The term of this Lease shall commence on the 1st day of November, 2016 and shall continue for an initial term of Five years. Lessee may at its option renew the Lease for an extended term of Five years. Lessee shall exercise such renewal option by giving written notice of not less than thirty (30) days to Lessor.

Rent

For and during the initial term of the Lease, Lessee shall pay to Lessor annual rent of \$60,000.00 per year. The annual rent shall be payable in advance in equal monthly installments of \$5,000.00 per month. The monthly payment shall be due and payable on the First day of each calendar month at the following address 114 Alexandra Road, Lilydale, Vic., 3140 or at such other place designated by written notice from Lessor or Lessee. Any rent payment not made by the 28th day of the month shall be considered overdue and in addition to Lessor's other remedies, Lessor may levy a late payment charge equal to \$500.00 per month on any overdue amount.

Utilities

Unless otherwise expressly agreed in writing by Lessor, Lessee shall pay all utility charges relating to the Leased Premises during the term of this Lease.

Signs

Upon obtaining Lessor's consent, Lessee shall have the right to place any signs which are permitted by applicable zoning ordinances and private restrictions on the Premises, at locations selected by Lessee. Lessor may refuse such consent if it is in Lessor's opinion too large, deceptive, unattractive or otherwise inconsistent with or inappropriate to the Premises. Lessee shall repair all damage to the Leased Premises resulting from the removal of signs installed by Lessee.

Security Deposit

Prior to taking possession of the Premises, Lessee shall pay a security deposit in the amount of \$ Nil for the full and faithful performance by the Lessee of all the terms of this Lease. This security deposit will be refunded to Lessee after the expiration of this Lease, provided the Lessee has fully and faithfully carried out all of its obligations under this Agreement.

Alterations & Improvements

Lessee may, at its sole expense, redecorate the Premises and make such non-structural alterations and changes as Lessee shall deem expedient or necessary, provided, however, such alterations and changes shall neither impair the structural soundness nor diminish the value of the Premises. The Lessee may make structural alterations and additions to the Premises provided Lessee first obtains the consent of the Lessor in writing. The

Lessor agrees that it shall not withhold such consent unreasonably.

Parking Space

Lessee is assigned parking space in the following manner: All car parking on the premises. _____

Use

Lessee shall use the premises for Business purposes only and for no other purpose without Lessor's prior written consent. Notwithstanding the forgoing, Lessee shall not use the Premises for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device.

Quiet Possession

Lessor covenants and warrants that upon performance by Lessee of its obligations hereunder, Lessor will keep and maintain Lessee in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Leased Premises during the term of this Lease.

Entry

Lessor shall have the right to enter upon the Premises at reasonable hours to inspect the same, provided Lessor shall not thereby unreasonably interfere with Lessee's business on the Premises.

Repairs

Lessee shall at its own expenses make all necessary repairs to the Premises. Such repairs shall include routine repairs of floors, walls, ceilings, and other parts of the Premises damaged or worn through normal occupancy, except for major mechanical systems or the roof, subject to the obligations of the parties otherwise set forth in this Lease.

Termination

Either party may terminate this Agreement without cause by giving thirty (30) days written notice to the other party. Upon the expiration or earlier termination of this Agreement, Lessee shall return the Premises to Lessor in good repair, condition and working order, ordinary wear and tear resulting from proper use thereof alone excepted.

Insurance

For the term of this Agreement, Lessee shall maintain public liability insurance with limits of not less than one million dollars for injury or death from one accident and \$250,000.00 property damage insurance, insuring Lessor and Lessee against injury to persons or damage to property on or about the Leased Premises. A copy of the policy or a certificate of insurance shall be delivered to Lessor on or before the commencement date and no such policy shall be cancellable without ten (10) days prior written notice to Lessor.

Damage and Destruction

In the event if the Premises or any part thereof is damaged by fire, casualty or structural defects that the same cannot be used for Lessee's purposes, then Lessee shall have the right within ninety (90) days following damage to elect by notice to Lessor to terminate this Lease. In the event if such damage does not render the Leased Premises unusable for Lessee's purposes, Lessor shall promptly repair such damage at the cost of the Lessor. Lessee shall be relieved from paying rent and other charges during any portion of the Lease term that the Leased Premises are inoperable or unfit for occupancy, or use, in whole or in part, for Lessee's purposes.

Indemnity

Lessee shall indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, suits,

proceedings, costs, expenses, damages and liabilities, including reasonable attorney's fees and costs, arising out of, connected with, or resulting from Lessee's use of the Premises, including without limitation the manufacture, selection, delivery, possession, use, operation, or return of the Premises.

Assignment and Subletting

Lessee shall not sublet the premises or assign this Agreement without the prior written consent of the Lessor. Any such attempt to sublet or assignment by Lessee shall be a breach of this Agreement and cause for immediate termination.

Notices

Any notice or other communication to be given under this Agreement shall be in writing and shall be sent to the parties at the following addresses:

Lessee

Chirnside Park Veterinary Clinic Pty. Ltd. ABN 63 097 631 859

Lessor

114 Alexandra Pty. Ltd. As Trustee for the Fleay Lines Superannuation Fund.

114 Alexandra Road,

Lilydale, Vic., 3140

Entire Agreement

This Agreement constitutes the entire agreement between the parties, and supersedes any earlier statement or understanding. No changes or additions to the terms of the Agreement shall be valid unless in writing and signed by both parties.

Governing Law

This Agreement will be governed by the laws of the State of Victoria.

AGREED TO this 1st day of November, in 2016, by:

LESSOR LESSEE


LESSEE

[INSERT


LESSOR.

Mr S Lines
 Fleay Lines Superannuation Fund
 125 Ayres Road
 HEALESVILLE VIC 3777

Tax Invoice
011691

Ref: FLESF01
 3 December, 2018

Description	Amount
Fee for the preparation and lodgement of your income tax return for the year ended 30th June 2018.	
Fee for the preparation of your financial statements for the year ended 30th June 2018, for:	
Fleay Lines Superannuation Fund	
and for annual minutes and distribution statements for the year ended 30th June 2018.	
Fee for the preparation and notification of Superannuation Contribution Information to the Australian Taxation Office for the year ended 30th June 2018.	
<i>GST</i>	750.00 75.00
Terms: Fourteen Days	Amount Due: \$ 825.00

Please detach the portion below and forward with your payment

Remittance Advice

Fleay Lines Superannuation Fund		Invoice: 011691	
Cash	Dir Debit	BSB: 083 125	Ref: FLESF01
<input type="checkbox"/>	<input type="checkbox"/>	Account: 54619 9306	3 December, 2018
Cheque	Visa	Name: SA Elliott	
<input type="checkbox"/>	<input type="checkbox"/>		Amount Due: \$ 825.00
Card Number	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Security code (CCV)	<input type="checkbox"/>	Expiry Date	Signature

Shane Elliott

Certified Practising Accountant

ABN: 17 534 664 183

18/19
4/7/18
1510



Mr S Lines
Fleay Lines Superannuation Fund
114 Alexandra Road
LILYDALE VIC 3140

Tax Invoice

010934

Ref: FLESF01
4 June, 2018

Description	Amount
Fee for the preparation of the Company Statement for the year ended 3rd June 2018 for the following: 114 Alexandra Pty Ltd including necessary minutes and resolution for the year. GST	 130.00 13.00
<p>12/6/18</p> <p>Chq 19</p> <p>\$143.00</p>	
Terms: Fourteen Days	Amount Due: \$ 143.00

Please detach the portion below and forward with your payment

Remittance Advice

Fleay Lines Superannuation Fund			Invoice: 010934
Cash <input type="checkbox"/>	Dir Debit <input type="checkbox"/>	BSB: 083 125	Ref: FLESF01
		Account: 54619 9306	4 June, 2018
		Name: SA Elliott	
Cheque <input type="checkbox"/>	Visa <input type="checkbox"/>	Mastercard <input type="checkbox"/>	Amount Due: \$ 143.00
Card Number	<input type="text"/>	<input type="text"/>	<input type="text"/>
Security code (CCV)	<input type="text"/>	Expiry Date	Signature



Liability limited by a scheme approved under Professional Standards Legislation.

56 Anderson Street
Lilydale
VIC 3140

P.O. Box 211
Lilydale
VIC 3140

Phone: (03) 9737 6292
Fax: (03) 9735 2081
Email: sae.cpa@bigpond.net.au

SUPER AUDITS**TAX INVOICE**

Supplier: Super Audits
Auditor: A. W. Boys
SMSF Auditor Number (SAN) 100014140
Registered Company Auditor (67793)
Address: Box 3376
Rundle Mall 5000
ABN: 20 461 503 652
Services: Auditing
Date: 18 December 2018

Recipient: Fleay Lines Super Fund
Address: C/- PO Box 211 LILYDALE Vic. 3140

Description of Services

Statutory audit of the Fleay Lines Super Fund for the financial year ending 30 June 2018.

Fee: \$350.00
GST: \$35.00
Total: \$385.00

Payment can be made with a cheque payable to Super Audits postal address being Box 3376 Rundle Mall 5000 or alternatively an EFT can be made BSB 015-056 Account No. 387392386.