

COMMERCIAL LEASE AGREEMENT

(where the Lease is for a Term of 3 years or less)

(Note: Where there is insufficient space in any Item place details in an Annexure and refer to the Annexure in the Item - e.g. 'Refer Additional Expenses Annexure')

Item Item Schedule

PREMISES

Address: **110 Enterprise St**
Bundaberg Qld 4670

Description: **Commercial shed and land** (e.g. as shown on attached diagram)

Lot No.: **Lot 247** on Plan: **GK 2993**

Title Reference: Area of Premises: **1000 m2 Lease B 4593 m2** m² (approx.)

DATE OF AGREEMENT

THE **2nd** DAY OF **April** **April** 20 **22**

LANDLORD

Name: **Ianjan Super Fund Pty Ltd (T/a)**

Address: **7 Peace St Bundaberg**

ABN: Phone: **(07) 4464 2240** Mobile: **0427 512 210**

Email: **janicelohse@gmail.com**

TENANT/S

Name: **Smith Freight Lines Pty Ltd** DOB:

Address: **8 Woondooma St Bundaberg Qld 4670**

ABN: **790871239897** Phone: Mobile: **0437 827 899**

Email: **scott@sundowneroadexpress.com.au**

OTHER PARTIES

(1) Name: Address: ABN: Phone: Mobile: Email:

(2) Name: Address: ABN: Phone: Mobile: Email:

TERM

Lease Commencement Date: **02 / 04 / 2022** Lease End Date: **02 / 04 / 2024**

Lease Term: **2 years + 2 year option**

RENT

Annual Rent year one: **\$101,970.00** Including / excluding / plus GST

Monthly Rent: **\$8,497.50** Including / excluding / plus GST payable in advance on the: **1 st of each month**

Rent Review Basis: **GM / Current Market Rent / Other** (if other, see Special Conditions)

Date of Initial Rent Review: **02/04/2023 3% pa**

And thereafter: **Anually** (e.g. annually)

Payable to: Bank / Building Society

Bank: Branch: BSB: Account Name: Account Number:

8. OPTION TO RENEW Clause 17 and 18
(Note: It is recommended that the Tenant obtain professional legal advice regarding registration of leases containing an option to renew)

8.1 Option to renew given: Yes No

8.2 Option Details: (1) Term: 2 years
(2) Rental Year one: Tick ONE only
 Current Market Rent (see Clause 8.4)
 Other (insert as a Special Condition)

8.3 Period in which to exercise the option: *(If no period is specified, notice shall be given no more than 6 and no less than 3 months from the date of expiry of the term)*

9. PERMITTED USE Clause 19

Transport industry

10. DEPOSIT / SECURITY BOND Clauses 17 and 18

10.1 Deposit: excluding / including GST
(Payable on signing of Agreement, by Tenant)

10.2 Security Bond:

11. LANDLORD'S AGENT Clause 22

Name: MAINPAGE PTY LTD T/as ASCOT REAL ESTATE
Address: 33-35 TAKALVAN STREET, BUNDABERG QLD 4670
ABN: Phone: 4153 3511 Mobile: 0409 515 890
Email: ajex@ascot.net.au

12. LANDLORD'S OUTGOINGS Clauses 17 and 18

Payable by Tenant: Yes No
Payable: weekly / fortnightly / monthly in advance on the:

Tenant's proportion / percentage: See special conditions
(see attached Outgoings Schedule if applicable)

13. CAR PARKS

Provided: Yes No Number allocated: Licence Agreement: Yes No
Description (car park location): *(e.g. As shown on plan)*

14. INSURANCE Clause 20

Public Liability (including product liability) cover: \$10,000,000.00
Additional requirements:

15. INTEREST ON UNPAID MONIES Clause 25

(1) Rate: *(if left blank, Item 15(2) is applicable)*
(2) Queensland Law Society Inc Standard Contract Default Interest Rate

The tenant acknowledges that it is entering into this Agreement with the Landlord on the basis of the information provided by the Landlord and that it is not relying on any representation or warranty made by the Landlord.

The tenant agrees to construct an existing 700 x 5.2m over the loading bay.

Ongoing by tenant include cost of services, power and maintenance of the building, pest control and sewage water rates.

7. SIGNATURES

WARNING: By signing this Agreement the parties confirm that no legal advice as to the conditions contained herein was provided by an Agent. The parties have been advised to seek legal advice with respect to this Agreement.

Landlord: *[Signature]* Witness: *[Signature]*

Tenant(s): *[Signature]* Witness(es): *[Signature]*

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Guarantor(s): Witness: