

COMMERCIAL PROPERTY LEASE AGREEMENT

TERMS OF AGREEMENT

LANDLORD	<p>This Agreement is made 1 day of July, 2020, and mutually agreed upon between</p> <p>Shand Romano Pty Ltd ATF Romano Family Superannuation Fund</p> <p>33 Rubicon Street, Reservoir VIC 3073</p> <p>ABN -54 332 686 798</p> <p>The Landlord is registered for GST</p>
LANDLORD'S AGENT	None
TENANT	<p>Voimm Decelopment Pty Ltd</p> <p>Unit 11 220 Holt Parade THOMASTOWN VIC 3074</p> <p>ABN - 54 165 550 052</p>
GUARANTOR	<p>Director of Voimm Development Pty Ltd</p> <p>Vincenzo Romano</p> <p>Phone No - 0411 749 404</p>
PREMISES	<p>The landlord gives the tenant the right to occupy the premises at Unit 11, 220 Holt Parade, Thomastown Victoria 3074</p> <p>Including all fixtures and fittings listed in the inventory sheet attached to this agreement and signed by the parties.</p>
PERMITTED USE OF PREMISES	The premises shall only be used for the following purpose storage building materials and administration
SECURITY DEPOSIT	<p>(Leave blank if there is not going to be a security deposit):</p> <p>The Tenant must pay a security deposit of \$ 00.00 to the landlord or the landlord's agent on or before signing this agreement. The Security deposit will be held in a prescribed trust account for that purpose.</p>
TERM	The term of this agreement is 5 years commencing on 1 July 2020 and ending on 30 June 2025.
RENT	<p>A yearly rental of \$11,363.64 plus GST (exclusive of outgoings) is payable in advance</p> <p>The rent must be paid: To the landlord or</p> <p>a) At any other reasonable place, the landlord names in writing; or</p> <p>b) Into the following account Maquarie Bank Ltd or any other account nominated by the landlord.</p>
OPTION	Subject to the tenant's compliance with all the terms and conditions of this lease, the landlord offers a renewal for an additional term of 3 years.

THE LANDLORD AGREES:

**VACANT
POSSESSION**

1. To ensure the premises are vacant so the tenant can move in on the date agreed; and
2. There is no legal reason the landlord knows or should know about when signing this agreement, as to why the premises cannot be used for the purpose specified.
3. To ensure the premises are reasonably clean and suitable for the specified use at the beginning of the tenancy; and
4. To keep the premises in reasonable repair, and to execute without delay all reasonable repairs necessary for the tenants ordinary use and occupation of the premises, taking into account
 - a) The age of the premises
 - b) The amount of rent paid and
 - c) The expected life of the premises.

COPY OF LEASE

5. To give the tenant a copy of this agreement duly signed by both parties as soon as practicable.

**LOCKS AND
SECURITY DEVICES**

6. To provide and maintain locks or other security devices necessary to keep the premises reasonably secure.

RATES, AND TAXES

7. The landlord agrees to pay:
 - a) Land Tax

**TAX INVOICES &
RECEIPTS**

8. To provide a receipt or tax invoice where applicable for any rent paid to the landlord or the landlord's agent. Where the rent is not paid in person, the landlord will post a receipt or tax invoice to the tenant.

CONTINUATION

9. At the end of the lease term the tenant can stay in the premises at the same rent (or at a rent to which both parties agree) and the lease shall continue as a periodic lease from month to month.

THE TENANT AGREES:

UTILITIES

10. To be responsible for all charges associated with the consumption of services supplied to the premises including; phone and any excess garbage or sanitary charges.

11. To pay for the connection of all services which will be supplied in his or her name.

RENT

12. To pay rent on time without deduction or variation.

13. Not to apply any security deposit towards payment of the rent without the landlord's prior written permission.

APPROVALS AND USE

14. To comply with and obtain all approvals, licences and consents required by and from the proper authorities to carry on the proposed business. The tenant also agrees to bear all cost incurred in obtaining such approvals consistent with the specified use.

15. Not to cause or allow the premises to be used for any illegal purpose.

16. Not to use the premises as a place of residence.

TENANTS CARE OF THE PREMISES

17. To keep the premises reasonably clean; and

18. To notify the landlord as soon as practicable, orally or in writing of any damage to the premises or the need for any repairs or maintenance, other than repair or maintenance of a negligible kind.

19. Not to intentionally or negligently cause or permit any damage to the premises, any part of the premises or common property.

20. Where the tenant causes damage to the premises, the tenant shall notify the landlord, at whose option the tenant will repair or compensate the landlord for any reasonable expense incurred by the landlord in repairing the damage.

21. That when the tenancy expires, they shall leave the premises in substantially the same state of cleanliness and state of repair (fair wear and tear excepted) as at the beginning of the term.

22. Not to put anything harmful down any sink, toilet or drain or do anything likely to cause a blockage or damage to the plumbing. The tenant further agrees to pay the cost of repairs for any damage or blockage caused by the tenant's negligence.

23. Not to allow trade refuse or garbage to accumulate around the premises and ensure such refuse is removed from the premises regularly.

24. To do nothing that is likely to prejudice, render void or increase premiums payable under any policy of insurance held by the landlord in relation to the property.

RESPONSIBLE FOR THE ACTIONS OF OTHERS

25. To be responsible to the landlord for any act or omission by any employees, agents, or persons the tenant allows on the premises who breaks any of the conditions of the lease.

PROHIBITED USES 26. Not use the premises for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device.

INSURANCE 27. Throughout the Lease Term the Tenant must:

- a) Obtain and maintain insurance policies required to cover all stock, furnishings and plant and equipment for the full insurable value against all reasonable risks as required by the Tenant.
- b) Maintain legal/public liability insurance cover for a minimum of 10 million dollars; and
- c) Obtain plate glass insurance against all risks specified by the landlord.
- d) Ensure that all current insurance policies or those required by the Tenant under this Agreement have been approved by the landlord and are taken out in the joint names of the landlord and the Tenant for their respective rights and interests.
- e) Upon request provide copies and provide certificates annually for each insurance policy confirming the currency of such policies to the landlord.

ALTERATIONS AND ADDITIONS 28. Not to attach any fixture or renovate, make alterations or additions to the premises without the landlord's written permission; and

29. Not to erect, paint, write or attach any sign upon any part of the Premises without first having written approval from the landlord and where necessary, the relevant authorities;

30. Not to remove, without the landlord's written permission, any fixture attached by the tenant if its removal would cause damage to the premises or common property; and

31. To notify the landlord of any damage caused by removing any fixture attached by the tenant; and

32. At the option of the landlord, have the damage repaired or compensate the landlord for the reasonable cost of repairing the damage.

INDEMNITY 33. To indemnify the landlord against all claims, demands, losses, damages and expenses including legal actions the landlord may sustain or become liable for during or after this Agreement arising from;

- a) Neglect or default by the Tenant or Tenant's employees or any person of whom the Tenant is legally responsible; or
- b) Tenant's failure to give notice of service defects; or
- c) Damage to person or property caused or contributed to by the Tenant or Tenant's employees; or
- d) Any liability the landlord incurs resulting from anything the Lessor is permitted or required to do under this Agreement unless the claim results from the negligence of the landlord or its employees or contractors.

ASSIGNMENT AND SUBLETTING 34. Not to assign any part of the tenants interest in the premises or to sublet the premises without the landlords prior written consent

BOTH PARTIES AGREE

**LANDLORDS
ACCESS**

35. The tenant shall allow the landlord or the landlords agent access to the premises at all reasonable times on reasonable notice to tenant
- a) To inspect and view the state of repair of the premises and to carry out necessary repairs
 - b) To show the property to prospective tenants or purchasers after receiving notice from the tenant of the tenant's intention to terminate the lease
 - c) After receiving notice from the landlord of the landlord's intention to sell the property for the purpose of erecting for sale signs

**UNANTICIPATED
EVENTS**

36. Where the Premises becomes wholly or partially unfit for the Tenant to occupy due to damage or destruction, not caused by the Tenant or the Tenant's employees,
- a) The landlord will adjust the Rent and other amounts payable by the Tenant in accordance with the degree of damage or destruction until the Premises are restored and made fit for the Tenant to occupy or
 - b) Either party may terminate the lease, provided written notice is given within fourteen (14) days of the event.
37. Should the damage or destruction have been caused or contributed to by the Tenant or its employees or should the Tenant or Tenants employee's actions result in the landlord's insurer refusing to indemnify, Clause 36 will not apply, in so far as they relate to the Tenant.

**TENANTS RIGHT
TO PRIVACY**

38. The tenant has the right to quiet enjoyment of the premises and the landlord will respect the tenant's privacy at all times.

COSTS

39. The tenant agrees to bear all reasonable costs incurred by the landlord in preparation of this lease including stamp duty where applicable.

GST

40. All amounts payable by the tenant to the landlord including rent and outgoings will be inclusive of GST (goods and services tax) where applicable.

STATUTES

41. Tenant and Landlord each shall comply with all by laws, statutory regulations, statutes and other public requirements now or hereafter affecting the Leased Premises.

NOTICES

42. Any notice required by this agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid, or recognised overnight delivery services at addresses already specified in this Agreement.

MITIGATION

43. The rules of the law of contract about mitigation of loss or damage on breach of a contract apply to a breach of a lease agreement. Where the conditions of this lease have been breached it is the other party's obligation to take all reasonable steps to minimise any loss or damage as a result of the breach.

TERMINATION

44. If the tenant continues to occupy the premises after the lease term expires, the parties will be deemed to have entered into a month to month periodic lease.
- a) Where the lease has become a month to month periodic lease, either party giving a minimum one month written notice may terminate the lease.
 - b) The landlord shall have the right to re-enter the premises peacefully or to continue the lease as a periodic lease from week to week
 - i) Where the tenant has failed to pay rent for a period in excess of fourteen days, whether formally demanded or not

- ii) Where the tenant has seriously or persistently breach any or the conditions of this lease
 - iii) Upon the tenant becoming bankrupt or insolvent according to the law, or making any assignment for the benefit of creditors
- c) If the landlord intends to exercise his right to re-enter, he shall serve the tenant with written notice stating the reason and demanding immediate possession.
- d) If the landlord intends to exercise his right to continue the lease as a periodic lease from week to week, he shall serve the tenant with a written notice stating the reason and informing the tenant of the variation to the lease. Upon service of the notice the lease shall continue with all its conditions except the term and continuation conditions, as a periodic lease from week to week which may be terminated by one weeks written notice from either party.
- e) The landlord may enter the premises if he has reasonable grounds to believe the premises have been abandoned
- f) The tenant shall have the right to terminate this lease if the landlord has seriously or repeatedly breach any of its conditions. The tenant shall give the landlord fourteen (14) days notice at the same time indicating the nature of the breach.
- g) Any action by the landlord or the tenant in accordance with conditions 44 (a) (b) (c) (d) or (f) shall not affect any claim for damages in respect of a breach of a condition of the lease
- h) The tenant may remove any fixture and must remove his signs provided that any damage or defacement caused to the premises is immediately remedied at the tenant's expense. If he fails to do so the landlord may do so at the tenants expense.
- i) Upon termination of the lease for any cause the tenant shall leave the premises
- i) In substantially the same state of repair and cleanliness, removing all the tenant's belongings and any other goods brought onto the premises during the term of this lease; and
 - ii) In substantially the same condition as the premises were in at the commencement of the lease Agreement, fair wear and tear excepted.
 - iii) To deliver vacant possession of the premises in a peaceful and prompt manner, by securely locking the property and handing over all keys to the landlord or the landlords agent.

CLEANING

45. If the tenant is unable or unwilling to maintain the premises in a clean and tidy condition, the tenant hereby authorises the landlord to arrange for such cleaning at the tenant's expense. The tenant further acknowledges

DISPUTE RESOLUTION

46. All disputes from the implementation of this agreement or related to this agreement shall be resolved through friendly consultation between both Parties. If negotiation fails to settle the dispute, either Party has the right to make an arbitration application to the Australian Commercial Disputes Centre. The arbitration shall be the final verdict and have binding force on both Parties.

RENEWAL

47. Where the tenant intends to renew the lease under any option or additional term offered by the landlord, He shall give the landlord at least 3 month notice of his intention prior to the lease expiration date.

Provided the tenant has paid the rent punctually and complied with the conditions and agreements contained within this lease until the lease expiration date, the landlord will grant to him the further term at current market rates.

INTERPRETATION

"landlord" means the person who grants the right to occupy premises under a commercial lease agreement, and includes the person's heirs, executors, administrators and assigns.

"landlord's agent" means a person who acts as the agent of a landlord and who (whether or not the person carries on any other business) carries on business as an agent for:

- a) the letting of commercial premises, or
- b) the collection of rents payable for any tenancy of commercial premises.

"tenant" means the person who has the right to occupy commercial premises under a commercial lease agreement, and includes the person's heirs, executors, administrators and assigns.

'fixtures' includes fittings, furniture, appliances, plant, machinery and equipment.

"month" shall mean calendar month.

Where the context permits, words expressed in the singular include the plural and vice versa, and words expressed in the masculine gender include the feminine, and words referring to a person include a company.

Where two or more persons are parties hereto either as agent, landlord or tenants, each of them shall be bound by the conditions of the lease both jointly and individually.

When this lease is signed by both parties and witnessed it is a deed at law from that time.

This lease becomes a deed at law when signed and witnessed by the parties .

**GUARANTORS
LIABILITY**

- 48. In consideration of the landlord leasing the premises to the tenant in accordance with this lease, the Guarantors for themselves and each of them, and each of their executors unconditionally agree that they and each of them will be (with the tenant) jointly and severally liable to the landlord for the payment of the rent and all other monies payable by the tenant, and also for the due performance and observance of all the terms and conditions on the part of the tenant contained or implied. And it is hereby expressly agreed and declared that the landlord may grant to the tenant anytime or indulgence and may compound or compromise or release the tenant without affecting the liability of the Guarantor.

**SPECIAL
CONDITIONS**

- 49. Special conditions forming part of this lease may be inserted here.

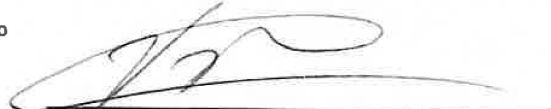
**RULES AND
REGULATIONS**

50. Except as approved in writing by the landlord, no signage or advertisements may be affixed or painted on any part of the interior or exterior building. Where the landlord consent is forthcoming he shall reserve the right to stipulate the location colour and style of any advertisement.
51. The landlord at the tenant's expense will provide interior signs on glass doors or directory tablets at such time as requested by the tenant.
52. The obstruction of passageways, staircases, fire escapes or the entrance of the premises is strictly prohibited. The tenant shall not use them for any other purpose than entering or exiting the building.
53. The tenant will not cause or permit the premises to be used in such a manner as to cause a nuisance or interference with the reasonable peace, comfort and privacy of other tenants, or
 - a) Breach the terms and conditions of any policy of insurance relating to the building and its contents.
 - b) Conflict with the regulations of any public authority.
54. Except as approved in writing by the landlord, no heavy equipment may be installed on any part of the premises. Where the landlord consent is forthcoming he shall reserve the right to stipulate the location where such heavy equipment must be placed. Should the building be damaged in anyway during the installation or removal of any heavy articles, all damages shall be repaired at the tenants expense.
55. In the event of any emergency or other eventuality whereby the toilets or washrooms on any floor are not available for use, the landlord may temporarily withdraw the right of exclusive use of all or any of toilet or washrooms areas and services not affected to ensure availability of these facilities to all occupants of the building and no rental adjustment will be made during such temporary arrangements.
56. When moving furniture or goods in and out of the building passenger lift traffic shall have priority at all times.
57. When the premises are left unoccupied, the tenant will ensure all doors and windows of the premises are securely fastened. The landlord reserves the right to enter the premises to ensure the security of the building is not compromised if windows or doors are left unfastened.

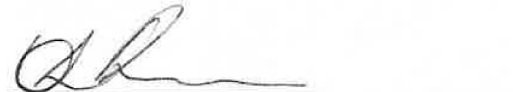
By signing this Agreement the Tenant for itself and its employees agrees that use and occupancy of the Premises will be at the Tenant's own risk.

The Parties hereby enter this Commercial Property Lease Agreement and agree to all its terms

Executed by Shand Romano Pty Ltd ATF Romano
Family Superannuation Fund




Vincenzo Romano




Olivia Romano

Executed by Voimm Development Pty Ltd



Vincenzo Romano

Executed by Voimm Development Pty Ltd



Vincenzo Romano