

COMMERCIAL LEASE AGREEMENT

THIS LEASE (this "Lease") dated this 13th day of July, 2021

BETWEEN:

M&J Williamson Super Pty Ltd
of Level 3, Suite 5, 142 Bundall Road, Bundall QLD 4217
ABN/ACN: 622 032 491
Telephone: 0477 650 000
(the "Landlord")

OF THE FIRST PART

- AND -

Connect And Cre8 Pty Ltd Atf
ABN: 23 936 950 278
of 15 Diamantina Cct, Pacific Pines, 4211, QLD.

(the "Tenant")

OF THE SECOND PART

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant, the Tenant leasing those premises from the Landlord and the mutual benefits and obligations set forth in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Lease (the "Parties") agree as follows:

Basic Terms

1. The following basic terms are hereby approved by the Parties and each reference in this Lease to any of the basic terms will be construed to include the provisions set forth below as well as all of the additional terms and conditions of the applicable sections of this Lease where such basic terms are more fully set forth:
 - a. Landlord: Jade Williamson of M&J Williamson Super Pty Ltd

- b. Address of Jade Williamson: Level 3, Suite 5, 142 Bundall Road, Bundall QLD 4217
- c. Company Number of M&J Williamson Super Pty Ltd: ABN 622 032 491
- d. Tenant Name: Jessica Shepherd and her practitioners Elizabeth Lara and Simone Peel
- e. ABN: 23 936 950 278
- f. Address of Tenant (Lessee): 15 Diamantina Cct, Pacific Pines, 4211, QLD.
- g. Company Name of Lessee: The Trustee for JS Trust
- h. Operating Name of Lessee's Business: Connect And Cre8 Pty Ltd Atf
- a. Leasable Area of Premises: Office 1 (includes furnished office) communal usage area of reception and kitchen
- b. Commencement Date of Lease: 14 July, 2021
- c. Base Rent: \$80 + GST per day - \$88 per week inclusive of GST @ 1 day per week
- d. Car Park: \$10 per day + GST
- e. Rent includes Additional Items: Car park & Furniture
- f. Total Rent: **\$99.00 per week (inclusive of GST) – paid monthly \$429.00 per month**
- g. Bond: \$429.00 (1 months' rent)
- h. Rent in Advance: \$429 paid monthly in advance.
- i. Permitted Use of Premises: To carry out business associated with Connect And Cre8 Pty Ltd Atf 's core business. It is agreed that the office space will remain quiet so as to respect the services provided in the other offices.

Definitions

2. When used in this Lease, the following expressions will have the meanings indicated:

- a. "Additional Rent" means all amounts payable by the Tenant under this Lease except Base Rent, whether or not specifically designated as Additional Rent elsewhere in this Lease;
- b. "Building" means all buildings, improvements, equipment, fixtures, property and facilities from time to time located at Suite 5, Level 3, 142 Bundall Road, Bundall QLD 4217, as from time to time altered, expanded or reduced by the Landlord in its sole discretion;
- c. "Common Areas and Facilities" mean:
 - i. those portions of the Building areas, buildings, improvements, facilities, utilities, equipment and installations in or forming part of the Building which from time to time are not designated or intended by the Landlord to be let to tenants of the Building including, without limitation, exterior weather walls, roofs, entrances and exits, carpark areas, driveways, loading docks and area, storage, mechanical and electrical rooms, areas above and below leasable premises and not included within leasable premises, security and alarm equipment, grassed and landscaped areas, retaining walls and maintenance, cleaning and operating equipment serving the Building; and
 - ii. those lands, areas, buildings, improvements, facilities, utilities, equipment and installations which serve or are for the useful benefit of the Building, the tenants of the Building or the Landlord and those having business with them, whether or not located within, adjacent to or near the Building and which are designated from time to time by the Landlord as part of the Common Areas and Facilities;
- d. "Leasable Area" means with respect to any rentable premises, the area expressed in square metres of all floor space including floor space of mezzanines, if any, determined, calculated and certified by the Landlord and measured from the exterior face of all exterior walls, doors and windows, including walls, doors and windows separating the rentable premises from enclosed Common Areas and Facilities, if any, and from the centre line of all interior walls separating the rentable premises from adjoining rentable premises. There will be no deduction or exclusion for any space occupied by or used for columns, ducts or other structural elements;

e. "Premises" means the office space of the specified office at Suite 5, Level 3, 142 Bundall Road, Bundall QLD 4217 and comprises a Leasable Area of 14 square metres.

f. "Total Rent" means the total of Base Rent + any additional items as agreed

Intent of Lease

3. It is the intent of this Lease and agreed to by the Parties to this Lease that rent for this Lease will be on a gross rent basis as per Clause 58 meaning the Tenant will pay the Base Rent and any Additional items agreed to and the Landlord will be responsible for all other service charges related to the Premises and the operation of the Building save as specifically provided in this Lease to the contrary.

Leased Premises

4. The Landlord agrees to rent to the Tenant the office space described as Suite 5, Level 3, 142 Bundall Road, Bundall QLD 4217, (the "Premises") and comprises the Leasable Area specified in Clause H of the Basic Terms above.
5. The Premises will be used only for permitted use (the "Permitted Use"): To carry out business associated with Connect And Cre8 Pty Ltd Atf's core business. It is agreed that the office space will remain quiet so as to respect the services provided in the other offices. Neither the Premises nor any part of the Premises will be used at any time during the Term by Tenant for any purpose other than the Permitted Use.
6. The Landlord provides no warranty as to the suitability of the Premises for the Permitted Use or any other purpose.
7. No pets or animals are allowed to be kept in or about the Premises or in any common areas in the building containing the Premises. Upon 30 days' notice, the Landlord may revoke any consent previously given under this clause.
8. The Landlord reserves the right in its reasonable discretion to alter, reconstruct, expand, withdraw from or add to the Building from time to time. In the exercise of those rights, the Landlord undertakes to use reasonable efforts to minimise any interference with the visibility of the Premises and to use reasonable efforts to ensure that direct entrance to and exit from the Premises is maintained.

9. The Landlord reserves the right for itself and for all persons authorised by it, to erect, use and maintain wiring, mains, pipes and conduits and other means of distributing services in and through the Premises, and at all reasonable times to enter upon the Premises for the purpose of installation, maintenance or repair, and such entry will not be an interference with the Tenant's possession under this Lease.
10. The Landlord reserves the right in its reasonable discretion to alter, reconstruct, expand, withdraw from or add to the Building from time to time. In the exercise of those rights, the Landlord will use reasonable efforts to ensure that direct entrance to and exit from the Premises is maintained.
11. The Tenant acknowledges that the Landlord or its agent will have the right to enter the Premises at all reasonable times to show them to prospective purchasers, encumbrancers, lessees or assignees, and may also during the ninety days preceding the termination of the terms of this Lease, place upon the Premises the usual type of notice to the effect that the Premises are for rent, which notice the Tenant will permit to remain on them.

Term

12. The term of the Lease is 12 months commencing at 8 am on 14 July, 2021 and continuing until 13 July, 2022 (the "Term")

Rent

13. Subject to the provisions of this Lease, the Tenant will pay the base rent and any additional rent equalling the total rent amount, without setoff, abatement or deduction, of \$90 + GST per week (includes car park & furnishings) payable effective 14 July, 2021
14. In the event that this Lease commences, expires or terminates before the end of a period for which any Additional Rent or Base rent would be payable, or other than at the start or end of a calendar month, such amounts payable by the Tenant will be apportioned pro rata on the basis of a thirty (30) day month to calculate the amount payable for such irregular period.

Default

15. If the Tenant is in default in the payment of any money, whether hereby expressly reserved or deemed as rent, or any part of the rent, and such default continues following any specific due date on which the Tenant is to make such payment, or in the absence of such specific due date, for the

30 days following written notice by the Landlord requiring the Tenant to pay the same then, at the option of the Landlord, this Lease may be terminated upon 30 days notice and the term will then immediately become forfeited and void, and the Landlord may without further notice or any form of legal process immediately reenter the Premises or any part of the Premises and in the name of the whole repossess and enjoy the same as of its former state anything contained in this Lease or in any statute or law to the contrary notwithstanding.

16. In the event that the Landlord has terminated the Lease pursuant to this section, on the expiration of the time fixed in the notice, if any, this Lease and the right, title, and interest of the Tenant under this Lease will terminate in the same manner and with the same force and effect, except as to the Tenant's liability, as if the date fixed in the notice of cancellation and termination were the end of the Lease.
17. The notice provided by the Landlord before reentering the Premises will comply with the application legislation of Queensland.

Overholding

18. If the Tenant continues to occupy the Premises without the written consent of the Landlord at the expiration or other termination of the term, then the Tenant will be a tenant at will and will pay to the Landlord, as liquidated damages and not as rent, an amount equal to twice the Base Rent plus any Additional Rent during the period of such occupancy, accruing from day to day and adjusted pro rata accordingly, and subject always to all the other provisions of this Lease insofar as they are applicable to a tenancy at will and a tenancy from month to month or from year to year will not be created by implication of law; provided that nothing in this clause contained will preclude the Landlord from taking action for recovery of possession of the Premises.

Inspections and Landlord's Right to Enter

19. The Landlord and the Tenant will complete, sign and date an inspection report at the beginning and at the end of this tenancy.
20. During the Term and any renewal of this Lease, the Landlord and its agents may enter the Premises to make inspections or repairs at all reasonable times.

Tenant Improvements

21. The Tenant will obtain written permission from the Landlord before doing any of the following and will make good at the end of the tenancy agreement:
- a. painting, wallpapering, redecorating or in any way significantly altering the appearance of the Premises;
 - b. removing or adding walls, or performing any structural alterations;
 - c. changing the amount of heat or power normally used on the Premises as well as installing additional electrical wiring or heating units;
 - d. subject to this Lease, placing or exposing or allowing to be placed or exposed anywhere inside or outside the Premises any placard, notice or sign for advertising or any other purpose;
 - e. affixing to or erecting upon or near the Premises any radio or TV antenna or tower, or satellite dish; or
 - f. installing or affixing upon or near the Premises any plant, equipment, machinery or apparatus without the Landlord's prior consent.

Utilities and Other Costs

22. The Landlord is responsible for the payment of the following utilities and other charges in relation to the Premises: Electricity

Signs

23. The Tenant may erect, install and maintain a sign of a kind and size in a location, all in accordance with the Landlord's and Body Corporate's design criteria for the Building and as first approved in writing by the Landlord. All other signs, as well as the advertising practices of the Tenant, will comply with all applicable rules and regulations of the Landlord. The Tenant will not erect, install or maintain any sign other than in accordance with this section. Any signage installed must be made good at the end of the tenancy.

Insurance

24. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss. The Tenant is advised that, if insurance coverage is desired by the Tenant, the Tenant should take all action required to insure their own property.
25. The Tenant is responsible for insuring the Premises for liability insurance for the benefit of the Tenant and the Landlord.
26. The Tenant will provide proof of such insurance to the Landlord upon request.
27. The Tenant is responsible to keep the Landlord's office furniture in good condition. Any damage to office furnishings or office floors, content or walls will be charged to the tenant with any bond withheld if unpaid.

Sale by Landlord

28. In the event of any sale, transfer or lease by the Landlord of the Building or any interest in the Building or portion of the Building containing the Premises or assignment by the Landlord of this Lease or any interest of the Landlord in the Lease to the extent that the purchaser, transferee, tenant or assignee assumes the covenants and obligations of the Landlord under this Lease, the Landlord will without further written agreement be freed and relieved of liability under such covenants and obligations. This Lease may be assigned by the Landlord to any mortgagee or encumbrancee of the Building as security.

Tenant's Indemnity

29. The Tenant will and does hereby indemnify and save harmless the Landlord of and from all loss and damage and all actions, claims, costs, demands, expenses, fines, liabilities and suits of any nature whatsoever for which the Landlord will or may become liable, incur or suffer by reason of a breach, violation or non-performance by the Tenant of any covenant, term or provision hereof or by reason of any construction or other liens for any work done or materials provided or services rendered for alterations, improvements or repairs, made by or on behalf of the Tenant to the Premises, or by reason of any injury occasioned to or suffered by any person or damage to any property, or by reason of any wrongful act or omission, default or negligence on the part of the Tenant or any of its agents, concessionaires, contractors, customers, employees, invitees or

licensees in or about the Building, or any losses caused, or contributed to, by any trespasser while that trespasser is on the Premises.

30. It is agreed between the Landlord and the Tenant that should either party directly damage or harm the property of the other party as a result of carelessness or the carelessness of their respective clients, both parties agrees to take responsibility for any such damage upon proof that any damage was the responsibility of the other party or the parties clients.
31. It is agreed between the Landlord and the Tenant that the Landlord will not be liable for any loss or damage caused by acts or omissions of other tenants or occupants, their employees or agents or any persons not the employees or agents of the Landlord, or for any damage caused by the construction of any public or quasi-public works, and in no event will the Landlord be liable for any consequential or indirect damages suffered by the Tenant.
32. It is agreed between the Landlord and the Tenant that the Landlord will not be liable for any loss, injury or damage caused to persons using the Common Areas and Facilities or to vehicles or their contents or any other property on them, or for any damage to property entrusted to its or their employees, or for the loss of any property by theft or otherwise, and all property kept or stored in the Premises will be at the sole risk of the Tenant

Agreed Provisions

33. Rent: \$390 + GST per month (includes car park) – Total \$429.00
Electricity: Included

Security Keys, Office Kays and Remote for Car Park:

Keys: Three set of keys upon signing of the lease and bond deposit. Any additional keys will be borne by lessee.

Effective: 14 July 21

Notice to terminate: 1 months' notice

Damage to Premises

34. If the Premises, or any part of the Premises, will be partially damaged by fire or other casualty not due to the Tenant's negligence or willful act or that of the Tenant's employee, family, agent, or

visitor, the Premises will be promptly repaired by the Landlord and there will be an abatement of rent corresponding with the time during which, and the extent to which, the Premises may have been untenable. However, if the Premises should be damaged other than by the Tenant's negligence or willful act or that of the Tenant's employee, family, agent, or visitor to the extent that the Landlord will decide not to rebuild or repair, the term of this Lease will end and the Rent will be prorated up to the time of the damage.

Tenant's Repairs and Alterations

35. The tenant must not make any repairs or make any additions to the office, or its fixtures or fittings unless prior approval is given by the landlord.

36. Landlord's Repairs

37. The Landlord covenants and agrees to effect at its expense repairs of a structural nature to the structural elements of the roof, foundation and outside walls of the Building, whether occasioned or necessitated by faulty workmanship, materials, improper installation, construction defects or settling, or otherwise, unless such repair is necessitated by the negligence of the Tenant.

Care and Use of Premises

38. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Premises.

39. The Tenant will not make (or allow to be made) any noise or nuisance which, in the reasonable opinion of the Landlord, disturbs the comfort or convenience of other tenants.

40. The Tenant will dispose of its trash in a timely, tidy, proper and sanitary manner.

41. The Tenant will not engage in any illegal trade or activity on or about the Premises.

42. The Landlord and Tenant will comply with standards of health, sanitation, fire, housing and safety as required by law.

Surrender of Premises

43. The Tenant covenants to surrender the Premises, at the expiration of the tenancy created in this Lease, in the same condition as the Premises were in upon delivery of possession under this Lease, reasonable wear and tear, damage by fire or the elements, and unavoidable casualty excepted, and agrees to surrender all keys for the Premises to the Landlord.

General Provisions

44. This Lease will constitute the entire agreement between the Parties. Any prior understanding or representation of any kind preceding the date of this Lease will not be binding on either party to this Lease except to the extent incorporated in this Lease. In particular, no warranties of the Landlord not expressed in this Lease are to be implied.

IN WITNESS WHEREOF the Parties to this Lease have duly affixed their signatures as dated below.

M&J Williamson Super Pty Ltd (**Landlord**)



Signature:

Date: 13 July 2021

Tenant Name: Jessica Shepherd

Company Name: Connect And Cre8 Pty Ltd Atf

Signature: _____



Date:

13 July 2021.