

COMMERCIAL LEASE

(Tax Invoice)

**SUITABLE FOR SMALL OFFICE BUILDINGS, FACTORIES AND ANY SHOP PREMISES WHICH
ARE NOT SUBJECT OF THE RETAIL LEASES ACT (1994) WHERE THE TERM OF LEASE
(INCLUDING THE PERIOD OF ANY OPTION) DOES NOT EXCEED THREE YEARS.**

THIS LEASE is made in duplicate on the DAY MONTH YEAR

At in the State of new South Wales.

Parties BETWEEN **AAMK Properties Pty Limited ATF McDonald Family Super Fund** LANDLORD/MANAGER

AND **Shaun Christopher Harris** TENANT

Shaun Christopher Harris GUARANTOR

PREMISES The Landlord leases the premises known as **Unit 4/24 Templar Close Bennetts Green** Including all fixture listed in the inventory which is signed by all parties and attached as part of this lease.

USE The premises shall be used only as **Marine Repairs**

RENT The GST inclusive rent shall be **\$1495** per month commencing on the **23rd october 2019** rent payable in advance by the tenant thenceforth on the **23rd** day of every month to the landlord at his above address or at any other reasonable place as he notifies in writing

TERM The term of the lease shall be **One** year
Commencing on **23rd October 2019** and ending on the **22nd october 2020**

OPTION Subject to condition 32 of this lease the landlord offers a renewal of this lease for a further term of **One** years

HOLDING OVER Unless either party gives the other written notice at least one month before end of the term that vacant possession shall be given on that day, the lease shall continue as periodic lease from month to month at the same rent or at a rent which both parties agree to.

OUTGOINGS The tenant's percentage of outgoings in accordance with condition 16 is a minimum **100%** (or the equivalent of such space occupied by the lessee, on a pro rata against total area)

SECURITY BOND **\$5362.50** As referred to in condition 40

INSURANCE

The amount of
cover for public
liability referred
to in condition
3(a) is \$10
million

CONDITIONS

THE LANDLORD AGREES

To give possession of the premises to the tenant on the day on which the term of the lease commences.

Possession
Condition of
Premises
Security
Insurance

1. To ensure that the premises are in a reasonably fit condition for use at the commencement of the lease
2. To ensure that the external doors and windows contain locks and catches in working order at the commencement of the lease.
3. To insure the premises against damage arising from fire, lightening and explosion and other hazards (including earthquake, storm and tempest water damage, explosion, impact, aircraft, riots/civil commotions and malicious damage)
 - a) To insure for public liability covering all sums which he shall become legally liable to pay as owner and landlord for a minimum amount as noted on the front page of this lease.

Use of premises
Rates and Taxes
Lease Copy
Receipts

4. To allow the tenant to use and occupy the premise without unreasonable interference by the landlord or his agent.
5. To pay council, water and sewerage rates and land tax promptly.
6. To provide the tenant with a stamped copy of the lease signed by both parties as soon as practicable.
7. To issue rent receipts showing the tenants name, the address of the premises, the amount received, the date of payment and payment the period for which the payment was made.

THE TENANT AGREES

Rent Consents
for Use Charges

8. To pay the rent promptly and in advance.
9. To obtain at his own expense all necessary consents that may be required from municipal or shire or other authorities to carry on the proposed business at the premises (being the use for which the premises are leased)
10. To pay all charges for gas, electricity and telephone and any excess water, garbage or sanitary charges, relating to the tenants use of the premises

Care of Premises

11. To take care of the premises and to keep them in a clean condition, and in particular:
 - a) To make no alterations or additions to the premises, including the erection of any sign or antenna, without written consent of the landlord
 - b) To do no decorating that involves marking, defacing or painting any part of the premises without the written consent of the landlord
 - c) To put nothing down any sink, toilet or drain likely to cause obstruction or damage
 - d) To keep no animals or birds on the premises, without the written consent of the landlord
 - e) To ensure that rubbish is not accumulated on the premises and to cause all trade refuse to be removed regularly in a manner acceptable to the landlord

	<ul style="list-style-type: none"> f) To ensure that nothing is done that might prejudice any insurance which the landlord has in relation to the premise g) To notify the landlord of any loss, damage or defect in the premises. h) To notify the landlord promptly of any infectious disease, or the presence of rats, cockroaches or similar pests.
Use and Occupation	<ul style="list-style-type: none"> 12. Not to sleep or permit anyone to sleep on the premises nor to hold or permit to be held any sale by auction on the premises. 13. To ensure that he, his employees, licensees and agents observe, obey, and perform the rules and regulations forming part of this lease and such further rules and regulations as the landlord from time to time may make and communicate to the tenant (not being inconsistent with this lease) for the safety care and cleanliness of the premises and of the building.
Insurance	<ul style="list-style-type: none"> 14. To do nothing in the building or keep anything therein that would increase the insurance premium payable by the landlord on the building except with the written consent of the landlord <ul style="list-style-type: none"> a) To do nothing that which would make any insurance policy void. b) To insure all external fixed glass and window frames for which the tenant is responsible. c) To pay all insurance premium increased as a result of his actions.
Indemnity	<ul style="list-style-type: none"> 15. To compensate and meet all claims of <ul style="list-style-type: none"> a) The landlord for the loss of or damage to part or whole of the premises b) Any person for the loss of or damage to his personal property and c) Any person for personal injury or death <p>As a result of any accident or neglect or a deliberate or careless act on the premises or a breach of any condition of the lease by the tenant, his employee or agents or any person present on the premises with the consent of the tenant, his employee or agents.</p> 16. To reimburse the landlord immediately, when requested, for all municipal or shire rates, water and sewage rates, land tax, insurance premiums and management fees from time to time payable by the landlord in respect of the land hereby leased and the improvement erected on it. All such charges shall be deemed to accrue from day to day and shall be apportioned in respect of time accordingly.
Tenants G.S.T. Obligation	<ul style="list-style-type: none"> 17. The tenant shall reimburse the landlord such amount in respect of goods and services tax from time to time incurred or payable by the landlord so that the landlord receives the sums of money to

which the landlord is entitled under this lease inclusive of the landlord's goods and services tax liability.

18. The details stated in tax invoices from time to time issued by the landlord to the tenant shall in the absence of manifest error be conclusive evidence of their correctness.

BOTH PARTIES AGREE THAT

Unforeseen
Event
Inspections

19. If something happens to the premises so that the whole or a substantial part can no longer be occupied, and the parties are in no way responsible, then either party shall have the right to terminate the lease, provided written notice is given within fourteen days of the event.

20. The landlord or his agent shall inspect the premises at the commencement of the lease and on its termination and take note of their condition including state of cleanliness, state or repair, and working order of appliances.

Repairs

21. The tenant shall have repaired in a proper way any damage to the premises resulting from neglect or a deliberate or careless act or breach of any condition of the lease by the tenant or any person on the premises with his consent.

a) Except as in condition 20, the landlord shall carry out without delay all reasonable repairs necessary for the tenant's ordinary use and occupation of the premises, having regard to the condition of the premises at the commencement of the lease.

Access

22. The landlord shall respect the tenants right to privacy.

a) The tenant shall allow access to the landlord or his agent:

i) When it is reasonable that they or either of them should view the condition of the premises or carry out repair, or

ii) To erect 'to let' signs and to show the premises to intending purchasers, after the landlord has given the tenant notice of his wish to sell.

b) The landlord shall give the tenant reasonable notice of the time and date for such access. As far as possible it shall be convenient for both parties.

c) The landlord may have access at any time with the consent of the tenant or in the case of an emergency

Costs

23. The tenant shall pay all reasonable costs relating to the lease, including stamp duty.

a) The landlord shall pay all other costs relating to his management of the premises.

Statutes

24. Each party shall observe as applicable to himself all relevant statutes, statutory regulations and by-laws relating to health, safety, noise and other standards with respect to the premises.

Notices

25. Any written notice required or authorised by the lease:

a) Shall be served on the tenant personally, or by pre-paid post to his or his agent's address as shown in the lease or as notified in writing, or by being left in the post box at that address.

	<ul style="list-style-type: none"> b) Shall be deemed to be served on the second week day after posting, where it is sent by pre-paid post. c) May take effect on any day of the month if it relates to the termination of a periodic lease, provided it gives the required length of notice.
Mitigation	26. Where there has been a breach of any of the conditions of the lease by either party, the other party shall take all responsible steps to minimise any resultant loss or damage.
Payment after Notice	<p>27. After a notice terminating the lease or demanding immediate possession has been given, any acceptance of or demand for rent or money by the landlord shall not itself be evidence of a new lease with the tenant or alter the legal effect of notice.</p> <ul style="list-style-type: none"> a) Where the tenant unlawfully remains in possession after the termination of the lease, the landlord is entitled, in addition to any other claim, to payments equal to the rent as compensation for the use and occupation of the premises.
Disputes	28. In any dispute or proceeding between the parties, both parties shall act reasonably and without delay and make all admissions necessary to enable the real issues to be decided.
Termination	<p>29. Where the lease has become a periodic lease from month to month either party may terminate it by giving one month's written notice.</p> <ul style="list-style-type: none"> a) 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 <ul style="list-style-type: none"> i) Where the tenant has failed to pay rent for period in excess of fourteen days, whether formally demanded or not, or ii) Where the tenant has seriously or persistently breached any of the conditions of the lease, or iii) Upon the tenant being declared bankrupt or insolvent according to the law or making any assignment for the benefit of creditors or taking the benefit of any Act now or hereafter to be in force for the relief of bankrupts or insolvents (section 85(1)(d) of the Conveyancing Act 1919, as amended, is hereby varied accordingly. b) 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 for the term holding over conditions, as periodic lease from week to week which may be terminated by the one weeks written notice from either party. c) If the landlord intends to exercise his right to re-enter, he shall serve the tenant with a written notice stating the reason and demanding immediate possession.

- d) The landlord shall have the right to re-enter the premises without giving notice, if he has reasonable grounds to believe that they have been abandoned.
- e) The tenant shall have the right to terminate the lease if the landlord has seriously or persistently breached any of its conditions; he shall give the landlord fourteen days written notice, indicating at the same time the nature of the breach.
- f) Any action by the landlord or tenant in accordance with conditions 30(c), (d), (e), (f) or (g), shall not affect any claim for damages in respect of a breach of a condition of the lease.
- g) The tenant may remove his fixtures and shall remove his signs provided that any damage or defacement occasioned to any part of the premises in the course of such removal shall be remedied by the tenant immediately and at his own expense. If he fails to do so the landlord may do so at the tenant's expense.
- h) Upon the termination or determination of the lease for any cause the tenant shall promptly and peacefully give vacant possession of the premises in the condition and state of repair required by conditions 11 and 20 of the lease, and at the same time hand over all keys.

Parting with
Possession

30. The tenant shall not assign or sub-let or part with possession of the premises or any part thereof except with the written consent of the landlord.

- a) The landlord shall not withhold his consent unreasonably, provided that the tenant gives him fourteen days' notice and the tenant pay's any reasonable expenses involved in the landlord giving consent.

Cleaning

31. The tenant will from time to time pay to the landlord the sums demanded by him for cleaning the premises and such sums shall be added to the rent and be paid at the same time and in the same manner as the rent and be recovered in the same manner as the rent is recoverable.

- a) The landlord shall not be responsible to the tenant for any loss of property from the premises however occurring or for any damage done to the furniture or other effects of any tenant by the caretaker or any employees of the landlord or by any other person or persons whomsoever.

Renewal

32. The tenant shall give the landlord or his agent not more than six (6) months and not less than three (3) months prior to the expiration of the term granted in this lease notice in writing if he wishes to take a renewal of the lease for the further term offered. Provided he has duly and punctually paid the rent and shall have duly performed and observed on his part all the conditions and agreements contained in this lease up to the expiration of the term granted, then the landlord will at the cost of the tenant grant

to him the further term at a rent which would at such time be current market rental of the premises.

- a) In the event of any dispute between the landlord and the tenant as to such rent the rent shall be determined by the president of the Real Estate Institute of New South Wales or his appointee. The total rent is not to be less than the total rent payable just prior to the expiration of this lease and the lease shall be subject to all other conditions as are contained in this lease with the exception of the option condition. The costs of such rental determination shall be borne in equal shares by the parties unless otherwise agreed.

Interpretation

- 33. The word 'agent' in the context with 'landlord' includes the landlord's estate agent or managing agent and any other person authorised to act on behalf of the landlord
 - a) The word 'landlord' includes the heirs, executors, administrators and assigns of the landlord, and where the context permits includes the landlord's agent.
 - b) The word 'tenant' includes the executors, administrators and permitted assigns of the tenant.
 - c) The word 'fixtures' includes fittings, furniture, furnishing, appliances, plant, machinery and equipment.
 - d) The word 'month' shall mean calendar month.
 - e) Where the context permits, words expressed in the singular include the plural and vice versa, words expressed in the masculine gender include the feminine, and words referring to a person include a company.
 - f) Where two or more tenants or landlords are parties, the conditions of the lease shall bind them jointly and individually.
 - g) When this lease is signed by both parties and witnessed, it is a deed at law from that time.
 - h) Headings in the margin have been inserted to assist the parties, but they do not form a legal part of this lease.

Guarantors Liability

- 34. 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 and administrators 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 moneys 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 any time or indulgence and may compound or compromise or release the tenant without realising or affecting the liability of the guarantors.

SEE ANNEXURE CONSISTING OF ADDITION CONDITIONS

SPECIAL CONDITIONS

Special conditions forming part of this lease are to be signed by both parties and attached.
RULES AND REGULATIONS

1. No sign, advertisement or notice shall be inscribed or painted or affixed on any part of the outside or the inside of the premises except of such colour, size and style and in such place upon or in the building as are approved in writing by the landlord.
Upon request by the tenant, interior signs on glass doors and on the director, tablets will be provided for him and at his expense by the landlord
2. The tenant shall not obstruct the entrance passage, halls, staircases, or fire escapes of the premises or use them or any part of them for any purpose other than for going in and out of the premises.
3. The tenant shall not obstruct or interfere with the rights of other tenants or in any way injure or annoy them or conflict with the regulations of any public authority or with the terms of any insurance policy upon the building or its contents.
4. The tenant shall not install or position any heavy equipment or article without first obtaining the written consent of the landlord, which consent may prescribe the maximum weight and the position in which such heavy equipment or article may be placed or secured; the tenant shall make good at his expense all damage cause to the building or any part of it by the introduction, installation, presence or removal of any heavy equipment or article of which the tenant has ownership, custody or control. Before any safe or heavy article is moved into the building due notice must be given to the landlord and the moving of it in and about the building shall only be done under the supervision of the landlord or his agent.
5. 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 right of exclusive use of all or any of toilet or washroom areas and service not affected so as to ensure availability of these facilities to all occupants of the building and no rental adjustments will be made during such temporary arrangements.
6. In carrying goods or furniture in the lift's priority shall at all times be given to passenger traffic.
7. All doors and windows of the premises shall be securely fastened on all occasions when the premises are left unoccupied. The landlord reserved the right for this agents' employees, servants and workmen to enter and fasten them if they are left unfastened or insecurely fastened.

PLEASE READ THROUGH CAREFULLY BEFORE AND AFTER SIGNING

We hereby enter into this lease and agree to all its conditions

SIGNED BY THE LANDLORD

In the presence of Leah Gleeson
Name of Witness

[Signature]
Signature of Witness

[Signature]
Signature of Landlord

SIGNED BY THE TENANT

In the presence of Leah Gleeson
Name of Witness

[Signature]
Signature of Witness

[Signature]
Signature of Tenant

SIGNED BY THE GUARANTOR

In the presence of
Name of Witness

.....
Signature of Witness

.....
Signature of Guarantor

- 1) (i) Each of the covenants by the Lessee which are specified in this paragraph are essential terms of this lease:
 - (a) The covenant to pay rent throughout the lease term at a date not later than 14 days after the due date for the payment of each monthly instalment of rent. (shown as clause RENT on first page of lease)
 - (b) Clause 30
 - (c) Clause shown as USE on first page of lease
 - (d) The covenant to pay outgoings throughout the lease term at a date no later than 14 days after the due date for the payment of each monthly instalment of outgoings Clause 18
 - (ii) In respect of the Lessee's obligation to pay rent and outgoings, the acceptance by the Lessor of arrears or of any late payment of rent and outgoings shall not constitute a waiver of the essentially of the Lessee's obligation to pay rent and outgoings in respect of those arrears or of the late payment or in respect of the Lessee's continuing obligation to pay rent and outgoings during the lease term.
 - (iii) The lessee covenants to compensate the Lessor in respect of any breach of an essential term of this lease and the Lessor is entitled to recover damages from the Lessee in respect of such breaches. The Lessors entitlement under this clause is in addition to any other remedy or entitlement to which the Lessor is entitled (including terminating this lease).
- 2 (i) In the event that the Lessee's conduct (whether acts or omissions) constitutes a repudiation of the lease (or of the Lessee's obligations under the lease) or constitutes a breach of any lease covenants, the Lessee covenants to compensate the Lessor for the loss or damage suffered by reason of the repudiation or breach.
 - (ii) The Lessor shall be entitled to recover damages against the Lessee in respect of the repudiation or breach of covenant for the damage suffered by the Lessor during the entire term of this lease.
 - (iii) The Lessor's entitlement to recover damages shall not be affected or limited by any of the following:
 - (a) If the Lessee shall abandon or vacate the leased premises;
 - (b) If the Lessor shall elect to re-enter or to terminate the lease;
 - (c) If the Lessor shall accept the Lessee's repudiation;
 - (d) If the parties' conduct shall constitute a surrender by operation of law;

- (iv) The Lessor shall be entitled to institute legal proceedings claiming damages against the Lessee in respect of the entire lease term, including the periods before and after the Lessee has vacated the leased premises and before and after the abandonment, termination, repudiation, acceptance of repudiation or surrender by operation of law referred to in paragraph (iii), whether the proceedings are instituted either before or after such conduct.
- (v) In the event of the Lessee vacating the leased premises, whether with or without the Lessor's consent, the Lessor shall be obliged to take reasonable steps to mitigate his damages and to endeavour to lease the premises at a reasonable rent and on reasonable terms. The Lessor's entitlement to damages shall be assessed on the basis that the Lessor should have observed the obligation to mitigate damages contained in this paragraph. The Lessors conduct taken in pursuance of the duty to mitigate damages shall not by itself constitute acceptance of the Lessee's breach or repudiation or surrender by operation of law.

Clause 36.

Should the lease become a periodic lease or hold over, the rent will be reviewed to market during this period.

Clause 37.

That if default shall be made by the Lessee in the payment of any rent, outgoings or adjustments in pursuance of this lease or in the prompt payment of any other moneys due hereunder by the Lessee within fourteen days (14) of the due date of such payment without demand to the Lessor the Lessee shall pay to the Lessor interest on all moneys unpaid at the rate of fifteen percent (15%) per annum from the date upon which such payment fell due until the date of payment.

Clause 38.

Any conditions imposed by the Council because of the nature of the business being conducted will be at the Lessee's expense.

Clause 39.

(b) The Lessee shall reimburse the Lessor such amount in respect of Goods and services tax ("GST") from time to time incurred or payable by the Lessor so that the Lessor received the sums of money to which the Lessor is entitled under this lease inclusive of the Lessors GST liability.

(b) The details stated in the tax invoices from time to time issued by the Lessor to the Lessee shall in the absence of manifest error be conclusive evidence of their correctness

Clause 40.

The Lessor can enter and take possession of the property or demand possession of the property if rent or any other money due under this lease is 14 days overdue for payment. Any goods or chattels left on the premises after 7 days will be deemed to be abandoned and may be disposed of in any manner the lessor sees fit or economic notwithstanding the lessor may seek to obtain a lien on such goods to pay for outstanding debts.

Clause 41.

The lessee will not conduct any business at the property that would cause the building insurance policy to be increased or cancelled by the Lessor's insurer (i.e. storage of flammable liquids or chemicals) without notification to the landlord, such increase in risk is subject to approval and any extra premium that may apply. The Lessee will provide a copy of insurance policies to the Lessor, i.e.: plate glass public liability, prior to occupation.

Clause 42

The Lessee will pay a bond of the equivalent of three months gross rent to the Lessor. (either cash or bank guarantee)

Clause 43: RENT REVIEW

a) Upon the anniversary of the lease the rental shall be increased by the Consumer Price Index for Sydney or 5% whichever is the greater.

b) Where there is a non-continuing lease but an option for a further 24mths than the rent shall be determined by a market review with regard to (c) below.

c) The yearly rental for the consequent years herein other than a market review at the end of each lease before reserved shall be reviewed and recalculated on each of the anniversaries of the date of commencement of the term hereby created (herein after called the "Review Date") and the amount of rental determined at each of such Review Dates shall be payable by the Lessee to the Lessor for the period of twelve (12) months following each such Review Date respectively and in the matter herein before provided for payment of rental and each such recalculation shall be determined by applying the following formula:

$$R = \frac{A \times C}{B}$$

Where R = the annual rental in dollars for the twelve (12) months period following the date of recalculation.

Where A = the Commonwealth Statistician All Group Consumer Price Index for Sydney last published prior to the date of recalculation.

Where B = the Commonwealth Statistician All Groups Consumer Price Index for Sydney last published prior to the commencement of the period of twelve (12) months proceeding A.

Where C = the annual rental for the twelve (12) months period proceeding the date of recalculation.

d) In the event that there is any suspension or discontinuance of the Consumer Price Index by the Commonwealth Authorities then "Index Number" shall mean the New South Wales Male Basic or Minimum wage applicable for the City of Sydney. If the systems or practice of the determination of the New South Wales Male Basic Wage or minimum wage applicable for the City of Sydney shall also cease then "Index Number" shall mean such index published at the relevant dates in the said Commonwealth Statistician summary of Australian Statistics which reflects fluctuations of the cost of living in Sydney and which the parties may mutually agree upon

e) And if they are unable to agree then such index as may be determined by the President (or other officer of similar status) at the relevant times of the Commonwealth Institute of Values (N.S.W Division) or some other person nominated by him whose decision shall be conclusive and binding. Cost of valuation to be borne 50% by each of the tenant and owner.

ESTIMATE OF OUTGOINGS
2/24 Templar Close Bennetts Green

Supplier: AMK Properties Pty Limited ATF McDonald Family Super Fund

Budget
2018-2019

WATER RATES 1816.36

LAND RATES 906.18

STRATA FEES 2010.05

TOTAL 4732.59

2018-2019 OUTGOINGS $\$4732.59 + \$473.26(\text{GST}) = \$5205.85$

Based on 2018/2019 – Any difference at end of year to be payable by tenant

Monthly outgoings contributions = $\$433.82/\text{pcm inc}$

