

CURRENT TITLE SEARCH  
QUEENSLAND TITLES REGISTRY PTY LTD

Request No: 39911540

Search Date: 21/01/2022 11:00

*Elizabeth Meiklejohn*  
Title Reference: 50740949  
Date Created: 13/10/2008

Previous Title: 50561022

REGISTERED OWNER

Dealing No: 720289004 24/09/2020

TERRENCE RODERICK CUBIT  
JUDITH ANN CUBIT TRUSTEE  
UNDER INSTRUMENT 720289004

ESTATE AND LAND

Estate in Fee Simple

LOT 2 SURVEY PLAN 203362  
Local Government: GOLD COAST  
COMMUNITY MANAGEMENT STATEMENT 39049

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by  
Deed of Grant No. 10153021 (POR 4)  
Deed of Grant No. 10228018 (SEL 13)

ADMINISTRATIVE ADVICES - NIL  
UNREGISTERED DEALINGS - NIL

\*\* End of Current Title Search \*\*

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Requested By: D-ENQ GLOBALX

# WHELDON

& ASSOCIATES

Solicitors Since 1972

DAVID W. WHELDON LL.B (Principal)  
SHANE P. HORGAN LL.B (Assoc.)

12 ZAMIA STREET  
SUNNYBANK  
QUEENSLAND AUSTRALIA

P.O. BOX 415  
SUNNYBANK, 4109

TEL: (07) 3323 9788  
Int: 61-7-3323 9788

FAX: (07) 3344 1455  
Int: 61-7-3344 1455

Email: info@wheldons.com  
www.wheldons.com

Cnr BROWNS PLAINS ROAD/  
MT LINDESAY HIGHWAY  
BROWNS PLAINS

TEL: (07) 3809 2033  
FAX: (07) 3809 2729

ABN 34 890 140 223  
Liability limited by a scheme approved under  
Professional Standards Legislation.

OUR REF: Our Ref: DW:CT:22012014  
YOUR REF: Your Ref:

30 September 2020

Terrence Roderick Cubit and Judith Ann Cubit  
ATF The Cubit Superannuation Fund  
Villa 307 Ruby Gardens  
225 Logan Street  
EAGLEBY QLD 4207

Dear Sir/Madam

**RE: YOUR PURCHASE FROM STOKES WHEELER PTY LTD**  
**PROPERTY: UNIT 2, 65 BUSINESS STREET, YATALA**

We confirm that settlement on this matter was effected on the 3<sup>rd</sup> September 2020 and **enclose** herewith the following:-

1. settlement statement;
2. tax invoice; and
3. trust account statement for your records.

An adjustment of rates was made on the basis that the vendors had fully paid the current rates assessment for the period ending 30 September 2020 and accordingly adjustments were made in their favour in this regard. The rates for this property as and from the date of settlement will now be your responsibility together with the Council's ownership transfer fee.

When registration of the transfer is processed with the Department of Natural Resources & Mines, they will notify the relevant government departments and your council of the change of ownership into your names and all future notices will issue direct to you for your attention. We confirm the registration has been finalised and we **enclose** a copy of the Registration Confirmation Statement for your records.

This now concludes this matter and I take this opportunity to thank you for your instructions.

Yours faithfully

Per: 

David Wheldon  
WHELDON & ASSOCIATES

# SETTLEMENT STATEMENT

**Matter No:** 22012014  
**Re:** Terrence Roderick Cubit and Judith Ann Cubit ATF The Cubit  
Superannuation Fund Purchase from Stokes Wheeler Pty Ltd

**Property:** Unit 2, 65 Business Street, Yatala, Queensland 4207

**Settlement Date:** 3 September, 2020 \*incorrect settlement date in class - immaterial  
**Adjustment Date:** 3 September, 2020  
**Contract Date:**  
**Settlement Place:** SAI Global, Southport  
**Settlement Time:** 2:30pm

<b>Contract Price</b>		\$525,000.00	
Less Deposit		26,250.00	
	no GST	\$498,750.00	
Less Release Fee		195.00	I
		\$498,555.00	
Less Rent: Rent (for 1/09/2020 to 30/09/2020)			
<u>\$3,028.70 x 27 days</u>	GST	2,725.83	I
30 days			
		\$495,829.17	
Plus Rates (for 1/07/2020 to 31/12/2020)			
<u>\$1,398.50 x 119 days</u>	no GST	904.46	E
184 days			
		\$496,733.63	
Plus Land Tax	no GST	1,127.93	E
		\$497,861.56	
Less Sewerage & Water Access Charges	no GST	190.27	I
		\$497,671.29	
<b>BALANCE AT SETTLEMENT</b>			

## CHEQUE DETAILS

1. Commissioner of State Revenue	\$1,367.75
2. Westpac Banking Corporation	\$496,303.54

**CHEQUES TOTAL** \$497,671.29

**Trust Account Statement**  
**as at 30 September 2020**  
 Your purchase from Stokes Wheeler Pty Ltd  
 File number: 22012014

Part 1 – Credits		Debit	Credit
	By amount received		\$ 524,000.00
Part 2 – Debits			
	Wheldon & Associates Solicitors tax invoice	\$ 1,155.00	
no GST	To amounts paid at settlement	\$ 95.00	E
		\$ 1,367.75	
		\$ 496,303.54	
no GST	To bank cheque fees	\$ 45.00	E
	To search fees herein	\$ 491.99	CB
	To Office of State Revenue – Stamp Duty	\$ 16,800.00	CB
	To agents fees	\$ 165.00	CB
	To Titles Office lodgement fees	\$ 1,685.00	CB
		\$ 518,108.28	\$ 5,891.72cr

E. & O.E.

With compliments

Per: 

WHELDON & ASSOCIATES

# WHELDON

& ASSOCIATES

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ABN 34 890 140 223  
Liability limited by a scheme approved under  
Professional Standards Legislation.

OUR REF: DW:CT:22012014

YOUR REF: 30 September 2020

## TAX INVOICE

ABN 34 890 140 223

Terrence Roderick Cubit and Judith Ann Cubit  
ATF The Cubit Superannuation Fund

RE: YOUR PURCHASE FROM STOKES WHEELER PTY LTD  
Property: Unit 2, 65 Business Street, Yatala

**TO OUR PROFESSIONAL FEES** herein comprising all instructions, investigation of title, attendances, preparation and perusal of documents, correspondence and attention to notices of purchase, adjustment of rates, taxes etc., stamping and registration and all other matters usual and necessary to complete the transaction on behalf of the Purchaser;

\$ 950.00

### PLUS COSTS AND OUTLAYS

Postage, petties and sundries

\$ 50.00

Trust account handling fees

\$ 50.00

\$ 100.00

PLUS GST

\$ 1,050.00

\$ 105.00

\$ 1,155.00

LESS amount held in Trust

\$ 1,155.00

**BALANCE OWING**

\$ NIL

### Bank Account Details

With compliments

WHELDON & ASSOCIATES

Per: 

**TOTAL GST** on this invoice \$105.00

**Terms of Payment 14 Days from date hereof**

E. & O.E.

We reserve the right to withdraw this bill of costs and substitute an amended bill of our fees, charges and disbursements in form of taxation for an increased amount being the full amount of the itemized bill notwithstanding that it may exceed the sum referred to herein. This file will be destroyed after five (5) years from the date hereof unless otherwise requested.

## Contract for Commercial Lots in a Community Titles Scheme

Seventh Edition

*This document has been approved by The Real Estate Institute of Queensland Limited and the Queensland Law Society Incorporated as being suitable for the sale and purchase of Commercial Lots in a Community Titles Scheme in Queensland.*  
**The Seller and Buyer agree to sell and buy the Property under this Contract.**

### REFERENCE SCHEDULE

Contract Date: 4/8/2020

#### AGENT

NAME:  
Knight Frank Australia Pty Ltd

LICENCE NO: 3129496

ABN/ACN: 17004973684

ADDRESS: Level 3, 12 Creek Street

SUBURB: BRISBANE

STATE: QLD POSTCODE: 4000

PHONE:  
07 3246 8888

MOBILE:  
0423 380 514

FAX:  
07 3229 5436

EMAIL:  
sem.harper@au.knightfrank.com

#### PARTIES

##### SELLER

NAME:  
Stokes Wheeler Pty Ltd A.C.N. 080 554 623

ADDRESS: 1/43 Olympic Court

SUBURB: Southport

STATE: QLD POSTCODE: 4215

PHONE:

MOBILE:

FAX:

EMAIL:

ABN:

NAME:

ADDRESS:

SUBURB:

STATE:

POSTCODE:

PHONE:

MOBILE:

FAX:

EMAIL:

ABN:

##### SELLER'S SOLICITOR

← or any other Solicitor notified to the Buyer

NAME:

WP Lawyers

REF:

CONTACT:

Eric Payne

ADDRESS: PO Box 863

SUBURB: Nerang

STATE: QLD POSTCODE: 4211

PHONE:

MOBILE:

FAX:

EMAIL:

07 5596 0433

07 5596 0449

eric@wo-lawyers.com.au

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**BUYER**

NAME: Terrence Rodenrich Cubit & Judith Ann Cubit  
TERRENCE AND JUDITH CUBIT AS TRUSTEE FOR THE CUBIT SUPERANNUATION FUND

ADDRESS: \_\_\_\_\_

SUBURB: \_\_\_\_\_

PHONE: \_\_\_\_\_

MOBILE: \_\_\_\_\_

FAX: \_\_\_\_\_

EMAIL: \_\_\_\_\_

STATE: \_\_\_\_\_

POSTCODE: \_\_\_\_\_

ABN: \_\_\_\_\_

0412 901 901

TERRY@CUBANKS.COM.AU

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SUBURB: \_\_\_\_\_

PHONE: \_\_\_\_\_

MOBILE: \_\_\_\_\_

FAX: \_\_\_\_\_

EMAIL: \_\_\_\_\_

STATE: \_\_\_\_\_

POSTCODE: \_\_\_\_\_

ABN: \_\_\_\_\_

**BUYER'S SOLICITOR**

← or any other Solicitor notified to the Seller

NAME: \_\_\_\_\_

WHELDON &amp; ASSOCIATES

REF: \_\_\_\_\_

CONTACT: \_\_\_\_\_

ADDRESS: 12 ZAMIA STREET

SUBURB: \_\_\_\_\_

PHONE: \_\_\_\_\_

MOBILE: \_\_\_\_\_

FAX: \_\_\_\_\_

EMAIL: \_\_\_\_\_

STATE: QLDPOSTCODE: 4109

SUNNYBANK

PROPERTY@WHELDONS.COM

**PROPERTY**Lot Address: UNIT 2, 65 BUSINESS STREETSuburb: YATALASTATE: QLDPOSTCODE: 4207Description: Lot: 2on: ☐ BUP ☐ GTP ☒ SP203362

Scheme: \_\_\_\_\_

Community Titles Scheme: 39049

Title Reference: \_\_\_\_\_

Local Government: GOLD COAST CITY - ALBERTPresent Use: INDUSTRY

Excluded Fixtures: \_\_\_\_\_

Included Chattels: \_\_\_\_\_

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**PRICE**

Purchase Price: \$ 525,000

Deposit: \$ 26,250 Initial Deposit payable on the day the Buyer signs this contract unless another time is specified below:

\$ Balance Deposit (if any) payable on:

Deposit Holder: Knight Frank Australia Pty Ltd

Deposit Holder's Trust Account: BANK: ANZ  
BSB: 014 002  
ACCOUNT NO: 8377 56993

Default Interest Rate: % ← If no figure is inserted, the Contract Rate applying at the Contract Date published by the Queensland Law Society Inc. will apply.

**FINANCE**

Finance Amount: \$ ← Unless all of "Finance Amount", "Financier" and "Finance Date" are completed, this contract is not subject to finance and clause 3 does not apply.

Financier: Finance Date:

**BUILDING AND/OR PEST INSPECTION DATE**

Inspection Date: ← If "Inspection Date" is not completed, the contract is not subject to an inspection report and clause 4 does not apply.

**MATTERS AFFECTING PROPERTY****Title Encumbrances:**Is the Property sold subject to any Encumbrances? ☒ No ☐ Yes, listed below:**← WARNING TO SELLER:**  
You are required to disclose all Title Encumbrances which will remain after settlement (for example, easements on your title and statutory easements for sewerage and drainage which may not appear on a title search). Failure to disclose those may entitle the Buyer to terminate the contract or to compensation. It is NOT sufficient to state "refer to title", "search will reveal", or similar.**ADDITIONAL BODY CORPORATE INFORMATION**

Interest Schedule Lot Entitlement of Lot: 293

Aggregate Interest Schedule Lot Entitlement: 3134

Contribution Schedule Lot Entitlement of Lot: 293

Aggregate Contribution Schedule Lot Entitlement: 3134

**INSURANCE POLICIES**

Insurer: Alliance Insurance via SCI Policy No: QCSC19000932

Building: 2/65 Business Street, Yatala

Public Liability: \$10,000,000

Other:

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# NEIGHBOURHOOD DISPUTES (DIVIDING FENCES AND TREES) ACT 2011

The Seller gives notice to the Buyer in accordance with section 83 of the Neighbourhood Disputes (Dividing Fences and Trees) Act 2011 that the Lot: (select whichever is applicable)

- ☒ is not affected by any application to, or an order made by, the Queensland Civil and Administrative Tribunal (QCAT) in relation to a tree on the Land or
- ☐ is affected by an application to, or an order made by, QCAT in relation to a tree on the Land, a copy of which has been given to the Buyer prior to the Buyer signing the contract.

← WARNING: Failure to comply with section 83 Neighbourhood Disputes (Dividing Fences and Trees) Act 2011 by giving a copy of an order or application to the Buyer (where applicable) prior to the Buyer signing the contract will entitle the Buyer to terminate the contract prior to Settlement.

## GST TABLE

### GOODS AND SERVICES TAX - WARNING

Marking the GST Items in the GST Table may have significant consequences for the Seller and Buyer. The Seller and Buyer should seek professional advice about the completion of the GST items and not rely on the Agent to complete the GST items.

Notes to Completion:

- A. Only 1 box in the selected item must be marked.
- B. If the Yes box in item GST 1 is marked:
- items GST2 and GST3 must not be marked;
  - despite any markings of items GST2 and GST3, clauses 11.4, 11.5 and 11.6 do not apply.
- C. If the Yes box in item GST2 is marked:
- item GST1 and GST3 must not be marked;
  - despite any marking of items GST1 and GST3, clauses 11.4, 11.5 and 11.7 do not apply.

### GST1 GOING CONCERN

WARNING: There are strict requirements for the sale of a Going Concern under the GST Act. If in doubt about complying with those provisions, seek professional advice before marking this item.

Is this a sale of a Going Concern?

Yes ☒

If Yes, clause 11.7 (If the Supply is a Going Concern) applies.  
Otherwise clause 11.7 (If the Supply is a Going Concern) does not apply.  
If the Yes box is marked, do not complete items GST2 and GST3.

### GST2 MARGIN SCHEME

Is the Margin Scheme to apply to the sale of the Property?

Yes ☐

If Yes, clause 11.6 (Margin Scheme) applies.  
Otherwise clause 11.6 (Margin Scheme) does not apply.  
The Seller must not apply the Margin Scheme to the Supply of the Property if clause 11.6 does not apply.  
If the Yes box is marked, do not complete items GST1 and GST3.

### GST3 INCLUSIVE OR EXCLUSIVE PURCHASE PRICE

(Do not complete item GST3 if the item GST1 (Going Concern) or item GST2 (Margin Scheme) are marked Yes.)

Does the Purchase Price Include GST? Mark 1 box only Yes ☐ If Yes, clause 11.4 (Purchase Price Includes GST) applies.  
No ☐ If No, clause 11.5 (Purchase Price Does Not Include GST) applies.

If neither box is marked or both boxes are marked, clause 11.4 (Purchase Price Includes GST) applies.

### GST WITHHOLDING OBLIGATIONS

#### Buyer Warranty

Is the Buyer registered for GST and acquiring the Lot for a creditable purpose?

(select whichever is applicable)

- ☐ Yes  
☐ No

[Note: If the Buyer selects [No] the Seller may be required to give a notice under section 14-255 of the Withholding Law prior to settlement.]

← WARNING: the Buyer warrants in clause 2.4 (6) that this information is true and correct.

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**COMMERCIAL TENANCY SCHEDULE\****\*Attach further Schedule if insufficient space.***LEASE 1**

Name of Tenant: HARRISON PACKAGING

Use: WAREHOUSE Location/Tenancy No: 2

Area of Tenancy (m<sup>2</sup> approx): 294 Current Rent per Annum: \$ 36,344.40  
☐ inclusive of outgoings ☒ exclusive of outgoings

Current Commencement Date: 01 April 2018 Current Term: 3 YEARS

Remaining Option/s: Option 1 Term: \_\_\_\_\_ years  
Option 2 Term: \_\_\_\_\_ years  
Option 3 Term: \_\_\_\_\_ years

Tenant Car Park: No: \_\_\_\_\_ Rate \$ \_\_\_\_\_ per ☐ annum ☐ month

**LEASE 2**

Name of Tenant: \_\_\_\_\_

Use: \_\_\_\_\_ Location/Tenancy No: \_\_\_\_\_

Area of Tenancy (m<sup>2</sup> approx): \_\_\_\_\_ Current Rent per Annum: \_\_\_\_\_  
☐ inclusive of outgoings ☐ exclusive of outgoings

Current Commencement Date: \_\_\_\_\_ Current Term: \_\_\_\_\_

Remaining Option/s: Option 1 Term: \_\_\_\_\_ years:  
Option 2 Term: \_\_\_\_\_ years:  
Option 3 Term: \_\_\_\_\_ years:

Tenant Car Park: No: \_\_\_\_\_ Rate \$ \_\_\_\_\_ per ☐ annum ☐ month

**SERVICE AGREEMENT SCHEDULE\****\*Attach further Schedule if insufficient space.***CONTRACT 1**

Contractor: \_\_\_\_\_

Service performed: \_\_\_\_\_

Cost: \$ \_\_\_\_\_ per ☐ annum ☐ quarter ☐ month

**CONTRACT 2**

Contractor: \_\_\_\_\_

Service performed: \_\_\_\_\_

Cost: \$ \_\_\_\_\_ per ☐ annum ☐ quarter ☐ month

**CONTRACT 3**

Contractor: \_\_\_\_\_

Service performed: \_\_\_\_\_

Cost: \$ \_\_\_\_\_ per ☐ annum ☐ quarter ☐ month

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**SELLER'S DISCLOSURE**

**WARNING:** The Seller is taken to have knowledge of significant Body Corporate matters that may affect the Buyer, where the Seller ought reasonably to be aware of those matters.

[Section 223(1) Body Corporate and Community Management Act 1997]

The Seller gives notice to the Buyer of the following matters:

**(a) LATENT OR PATENT DEFECTS IN COMMON PROPERTY OR BODY CORPORATE ASSETS**

[Sections 223(2)(a) and 223(2)(b) Body Corporate and Community Management Act 1997] Annex details of disclosure made by the Seller (if any).

**(b) ACTUAL CONTINGENT OR EXPECTED LIABILITIES OF BODY CORPORATE**

[Sections 223(2)(c) and 223(2)(d) Body Corporate and Community Management Act 1997]. Annex details of disclosure made by the Seller (if any).

**(c) CIRCUMSTANCES IN RELATION TO AFFAIRS OF THE BODY CORPORATE**

[Sections 223(3) Body Corporate and Community Management Act 1997]. Annex details of disclosure made by the Seller (if any).

**(d) EXCEPTIONS TO STATEMENTS IN CLAUSE 7.4(2)**

Annex details of disclosure made by the Seller (if any).

**(e) PROPOSED BODY CORPORATE RESOLUTIONS (CLAUSE 8.4)**

Annex details of disclosure made by the Seller (if any).

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The REIQ Terms of Contract for Commercial Lots in a Community Titles Scheme (Pages 8-20)  
Seventh Edition Contain the Terms of this Contract

**SPECIAL CONDITIONS**

**1. DUE DILIGENCE**

1.1. This Contract is subject to and conditional on the Buyer conducting investigations and enquiries (in the Buyers sole discretion) in relation to the Property on or before 14 days from the Contract Date (the Due Diligence Date).

1.2. Subject to receiving reasonable notice from the Buyer, the Seller hereby authorises the Buyer or their contractors to enter the Property for the purposes of conducting due diligence investigations on the Property.

1.3. On or before the Due Diligence Date, the Buyer must give written notice to the Seller that: -

1.3.1. It is not satisfied with its due diligence investigations and the Buyer terminates this Contract; or

1.3.2. the Buyer is satisfied with its due diligence investigations and that this clause is either satisfied or waived by the Buyer.

1.4. The Seller may terminate this contract by notice to the Buyer if notice is not given under special condition 1.3 by 5:00pm on the Due Diligence Date. This is the Sellers only remedy for the Buyers failure to give notice.

1.5. The Sellers right under special condition 1.4 is subject to the Buyers continuing right to given written notice to the Seller of satisfaction, termination or waiver pursuant to clause 1.3.

**SETTLEMENT**

Settlement Date: 30 days from date of contract  
Or the next Business Day if that is not a Business Day in the Place for Settlement.

Place for Settlement: Gold Coast

If Brisbane is inserted, this is a reference to Brisbane CBD

**SIGNATURES**

Seller:



Witness:



Seller:

By placing my signature above I warrant that I am the Seller named in the Reference Schedule or authorised by the Seller to sign.

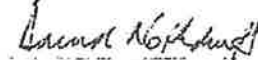
Witness:

(Note: No witness is required if the Seller signs using an Electronic Signature)

Buyer:



Witness:



Buyer:



Witness:

(Note: No witness is required if the Buyer signs using an Electronic Signature)

Deposit Holder:



Who acknowledges having received the Initial Deposit and agrees to hold that amount and any Balance Deposit when received as Deposit Holder for the parties as provided in the Contract.

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# **COMMERCIAL PROPERTY LEASE AGREEMENT**

**Between**

**Stokes Wheeler Pty Ltd**

**LANDLORD**

**And**

**Harrison Packaging**

**TENANT**

This lease is suitable for factories, industrial units and offices  
not for use with retail shop premises.

**© R.P. Emery & Associates**

[www.rpemery.com](http://www.rpemery.com)

## **COMMERCIAL PROPERTY LEASE AGREEMENT**

### **TERMS OF AGREEMENT**

This Agreement is made on the 12<sup>th</sup> March, 2018, and mutually agreed upon by and between:

#### **LANDLORD**

Stokes Wheeler Pty Ltd

of PO Box 684 Annerley QLD 4104

ABN 82 080 554 623 Phone No 3801 2300

E-mail l.fitzgerald@stokeswheeler.com.au

The Landlord is registered for Goods and Services Tax (GST)

#### **TENANT**

Harrison Packaging

23 Elanora Court Jimboomba Qld 4286

ABN 16 060 557 057 Phone No 0414682284

Email : paul@harrisonpackaging.com.au

#### **PREMISES**

1. The Landlord gives the Tenant the right to occupy the premises located at 2/ 65 Business Street Yatala 4207 (**Premises**), including all fixtures and fittings listed in the inventory sheet attached to this Agreement (which inventory shall form an integral part of this Agreement), signed by the Parties as being an accurate account of all fixtures and fittings located in or on the Premises.

#### **PERMITTED USE OF PREMISES**

2. The Premises shall only be used for the following purpose(s):  
Warehouse storage

  
Initial here:

## **SECURITY DEPOSIT**

The Tenant must pay a security deposit of \$0.00 to the Landlord or the Landlord's agent on or before the date of signing this Agreement. The security deposit will be held in a prescribed trust account for that purpose. Unless otherwise agreed between the Parties, the security deposit will accrue interest at the rate of 10% per annum. All costs and fees relating to the prescribed trust account (if any) shall be at the cost of the Tenant.

## **RENT**

3. A Monthly rental of \$2,914.00 plus GST, is payable in advance and is required to be paid by the 30<sup>th</sup> of each month.

The Rent must be paid:

At any other reasonable place the Landlord names in writing; or

Into the following account Westpac 034086 138769 or any other account nominated by the Landlord.

## **TERM**

4. The initial term of this Agreement is 3 years commencing on 1<sup>st</sup> April, 2018 and ending on 31<sup>st</sup> March, 2021 (**Term**).

## **OPTION TO RENEW**

5. Subject to the Tenant's compliance with all of the terms and conditions of this Agreement, the Landlord offers the Tenant a renewal for an additional term of 1 year.

In the event that the Tenant does not exercise their option to renew this Agreement in accordance with this provision, the Tenant agrees, at all times, to be bound by all of the remaining terms and conditions of this Agreement.

## **INCREASES IN RENT**

The Rent shall be adjusted (up or down) on an annual basis by reference to the consumer price index (CPI) as announced by the Federal Government of Australia, to be capped at 4 %

  
Initial here:



## **THE LANDLORD AGREES:**

### **VACANT POSSESSION**

6. To ensure the Premises are vacant so that the Tenant can occupy the Premises on the date agreed; and
7. There is no legal reason the Landlord knows, or should know about when signing this Agreement, why the Tenant cannot take occupancy of the Premises.
8. To ensure the Premises are reasonably clean at the beginning of the tenancy Term; and
9. Provided that no damage is the result of the Tenant or the Tenant's employees or guests, to keep the Premises in reasonable repair, and to execute without delay all reasonable repairs necessary for the Tenant's 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 AGREEMENT**

10. To give the Tenant a copy of this Agreement duly signed by both Parties as soon as practicable.

### **LOCKS AND SECURITY DEVICES**

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

### **RATES, AND TAXES**

12. The Landlord agrees to pay:
  - (a) Land taxes

### **TAX INVOICES & RECIEPTS**

13. 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. Any receipt or tax invoice posted to the Tenant shall be deemed as received by the Tenant on posting.

  
Initial here:

## **CONTINUATION**

14. If, at the end of the Term, the Tenant does not exercise their option to renew this Agreement, the Tenant can continue to utilise the Premises and the terms and conditions of this Agreement shall remain in full force and effect and this Agreement shall continue as a periodic Agreement from month to month or week to week, as the case may be.

## **THE TENANT AGREES:**

### **UTILITIES**

15. To be responsible for all charges associated with the consumption of services supplied to the Premises including; electricity, telephone, gas, internet and any excess garbage or sanitary charges and including any deposits that may be payable thereon.
16. To pay for the connection of all services that will be supplied in his or her name.

### **Outgoings**

17. The Tenant agrees to pay the following outgoings:
- (a) Council rates,
  - (b) Reasonable Water and Sewerage charges,
  - (c) Body Corporate Charges.

## **APPROVALS AND USE**

18. To comply with and obtain all approvals, licenses and consents required by and from the proper authorities to carry on the proposed business. The Tenant also agrees to bear all costs incurred in obtaining such approvals consistent with the specified use.
19. Not to cause or allow the Premises to be used for any illegal purpose.
20. Not to use the Premises as a place of residence.
21. Unless otherwise agreed to in writing by the Landlord, the Landlord is not under any duty or obligation to assist the Tenant in his or her obtaining any approvals, licenses and consents required to carry on the proposed business on the Premises.

  
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## **PROHIBITED USES**

22. Not to use the Premises for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device.

## **TENANTS CARE AND USE OF THE PREMISES**

23. To keep the Premises reasonably clean; and
24. 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.
25. Not to intentionally or negligently cause or permit any damage to the Premises, any part of the Premises or common property.
26. 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.
27. That, when this Agreement expires, the Tenant shall leave the Premises in substantially the same state of cleanliness and state of repair (fair wear and tear excepted) as the Premises were in on the date the Tenant took occupancy of the Premises. Further to this the warehouse premises is to be water blasted / hosed out and free from concrete dust and residue.
28. 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 in this regard.
29. Not to allow trade refuse or garbage to accumulate around the Premises and ensure such refuse is removed from the Premises regularly.
30. 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 Premises.
31. Not to use any product on the Premises that would constitute toxic, harmful, pollutant or dangerous materials under any local, state or federal laws.

## **RESPONSIBLE FOR THE ACTIONS OF OTHERS**

32. To be responsible to the Landlord for any act or omission by any employees, agents, or persons the Tenant allows on the Premises, including ensuring that such persons do nothing which would break any of the terms and conditions of this Agreement.

  
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## **INSURANCE**

33. Throughout the Term of this Agreement, the Tenant must:

- (a) Obtain and maintain Grade 'A' 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. For the avoidance of doubt, the term "Grade 'A'" insurance shall be any insurance provider agreed to by the Landlord.
- (b) Maintain legal/public liability insurance cover for a minimum of 10 million dollars.
- (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.
- (f) Obtain any additional insurance reasonably requested by the Landlord from time to time to ensure the Premises and its contents are sufficiently insured or which may be required under then applicable law.

## **ALTERATIONS AND ADDITIONS**

- 34. Not to attach any fixture or renovate, make alterations or additions to the Premises (or the property, as the case may be) without the Landlord's prior written permission;
- 35. Not to erect, paint, write or attach any sign upon any part of the Premises (or the property, as the case may be) without first having written approval from the Landlord and where necessary, the relevant authorities;
- 36. Not to remove, without the Landlord's prior written permission, any fixture attached by the Tenant if its removal would cause damage to the Premises or common property;
- 37. To notify the Landlord of any damage caused by removing any fixture attached by the Tenant;
- 38. At the option of the Landlord, have the damage repaired or compensate the Landlord for the reasonable cost of repairing the damage.

## **INDEMNITY**

- 39. 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:

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40. Neglect or default by the Tenant or Tenant's employees or any person who the Tenant permits to be on the Premises or for whom the Tenant is legally responsible; or
41. Tenant's failure to give notice of service defects; or
42. Damage to person or property caused or contributed to by the Tenant, or Tenant's employees, or any person who the Tenant permits to be on the Premises or for whom the Tenant is legally responsible; or
43. Any liability the Landlord incurs resulting from anything the Tenant is permitted or required to do under this Agreement, unless the claim results from the gross negligence of the Landlord or its employees or contractors.

#### **ASSIGNMENT AND SUBLETTING**

44. Not to assign any part of the Tenant's interest in the Premises or to sublet the Premises without the Landlord's prior written consent.

#### **BOTH PARTIES AGREE:**

#### **LANDLORD'S ACCESS**

45. Unless an emergency situation dictates otherwise, when the Landlord or Landlord's agent shall have immediate access right, the Tenant shall allow the Landlord or the Landlord's agent unfettered access to the Premises at all reasonable times on reasonable notice to the Tenant:
  - (a) To inspect and view the state of repair of the Premises and to carry out necessary repairs.
  - (b) To show the Premises to prospective tenants or purchasers after receiving notice from the Tenant of the Tenant's intention to terminate this Agreement.
  - (c) After receiving notice from the Landlord of the Landlord's intention to sell the Premises (or the property, as the case may be) for the purpose of erecting "for sale" signs.
  - (d) For any other reasonable purpose the Landlord deems fit and proper.

#### **UNEXPECTED EVENTS**

46. 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

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(b) Where the damage or destruction is a continuing event without likelihood of repair, either party may terminate this Agreement provided written notice is given within sixty (60) days of the event.

47. Should the damage or destruction have been caused or contributed to by the Tenant, or its employees, or any person who the Tenant permits to be on the Premises or for whom the Tenant is legally responsible, or should the Tenant or Tenant's employees' actions result in any insurer refusing to indemnify for such damage or destruction, this clause will no longer apply, insofar as they relate to the Tenant.

### **TENANTS RIGHT TO PRIVACY**

48. Provided that the Tenant is, at all times, in compliance with this Agreement, the Tenant has the right to quiet enjoyment of the Premises and the Landlord will respect the Tenant's privacy at all times.

### **COSTS**

49. The Tenant agrees to bear all reasonable costs incurred by the Landlord in preparation of this Agreement, including stamp duty where applicable.

### **GST**

50. All amounts payable by the Tenant to the Landlord, including Rent and outgoings, will be inclusive of GST (where applicable).

### **STATUTES**

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

### **CLEANING**

52. 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 to be undertaken at the Tenant's expense.

### **MITIGATION**

53. The Parties hereby acknowledge that any rules relating to the law of contract about mitigation of loss or damage on breach of a contract apply to a breach of a lease agreement.

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## **DISPUTE RESOLUTION**

54. All disputes from the implementation of this Agreement or related to this Agreement shall, in the first instance, 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**

55. Where the Tenant intends to renew this Agreement under any option or additional term offered by the Landlord or this Agreement, he shall give the Landlord at least three (3) month's notice of his intention prior to the Agreement expiration date.
56. Provided that the Tenant has paid all Rent punctually and complied with all of the terms and conditions contained within this Agreement until the Agreement expiration date, the Landlord will grant to him a further term at current market rates.

## **TERMINATION**

57. If, at the end of the Term, the Tenant does not exercise their option to renew this Agreement, and for so long as the Tenant continues to lawfully occupy the Premises after the Term expires, the Parties will be deemed to have entered into a month to month periodic Agreement.
58. Where this Agreement has become a month to month periodic Agreement, either Party, giving a minimum one (1) month's written notice, may terminate this Agreement.
59. The Landlord shall have the right to re-enter the Premises peacefully or to continue the Agreement as a periodic Agreement from week to week:
- (a) Where the Tenant has failed to pay Rent for a period in excess of fourteen (14) days, whether formally demanded or not;
  - (b) Where the Tenant or any other relevant person has seriously or persistently breached any of the conditions of this Agreement;
  - (c) Upon the Tenant becoming bankrupt or insolvent according to the law, or making any assignment for the benefit of creditors.
60. 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.
61. If the Landlord intends to exercise his right to continue this Agreement as a periodic Agreement 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

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Agreement. Upon service of the notice the Agreement shall continue with all its conditions except the Term and continuation conditions, as a periodic Agreement from week to week which may be terminated by one week's written notice by the Landlord.

62. The Landlord may enter the Premises if he has reasonable grounds to believe the Premises have been abandoned.
63. The Tenant shall have the right to terminate this Agreement if the Landlord has seriously or repeatedly breached any of its conditions. The Tenant shall give the Landlord fourteen (14) days notice at the same time indicating the nature of the breach. The Landlord shall have fourteen (14) days to rectify any such breach and if the Landlord fails to rectify such breach within such period, the Tenant shall have the right to terminate this Agreement on the giving of an additional fourteen (14) days notice of his intention to do so.
64. Any action by the Landlord or the Tenant in accordance with this clause shall not affect any claim for damages in respect to a breach of a condition of this Agreement.
65. Upon termination of this Agreement for any cause, the Tenant shall vacate the Premises:
  - (a) 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 Agreement.
  - (b) In substantially the same condition as the Premises were in at the commencement of this Agreement, fair wear and tear excepted.
  - (c) To deliver vacant possession of the Premises in a peaceful and prompt manner, by securely locking the Premises and handing over all keys to the Landlord or the Landlord's agent, including any copies of keys the Tenant made during the period the Tenant occupied the Premises.

## **GUARANTORS LIABILITY**

66. In consideration of the Landlord leasing the Premises to the Tenant in accordance with this Agreement, 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. It is hereby further expressly agreed and declared that the Landlord may grant to the Tenant time or any other indulgence and may compound or compromise or release the Tenant without affecting the liability of the Guarantors.

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## **SPECIAL CONDITIONS**

67. Special conditions forming part of this Agreement may be inserted here.

N/a

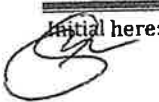
## **NOTICES**

68. 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.
69. The Tenant and Landlord may agree to give notice to each other by means of email correspondence, provided that, unless otherwise notified in writing, any such email shall be sent to the email address of the relevant Party first set out above.

## **RULES AND REGULATIONS**

70. 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's consent is forthcoming he shall reserve the right to stipulate the location colour and style of any advertisement.
71. 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.
72. 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.
73. 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.
74. Except as approved in writing by the Landlord, no heavy equipment may be installed on any part of the Premises. Where the Landlord's 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

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the installation or removal of any heavy articles, all damage shall be repaired at the Tenant's expense.

75. 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 the toilets or washroom 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.
76. When moving furniture or goods in and out of the building passenger lift traffic shall have priority at all times.
77. 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.

## INTERPRETATION

78. **Landlord** means the person who has granted the right to occupy the Premises under this Commercial Lease Agreement, and includes the person's heirs, executors, administrators and assigns.
79. **Landlord's agent** means the person who acts as the agent of a Landlord and who (whether or not the person carries on any other business) carries on the business as an agent for:
  80. The letting of commercial premises, or
  81. The collection of rents payable for any tenancy of commercial premises.
82. **Tenant** means the person who has the right to occupy the Premises pursuant to this Agreement, and includes the person's heirs, executors, administrators and assigns.
83. **Fixtures** includes fittings, furniture, appliances, plant, machinery and equipment listed in the inventory sheet attached to this Agreement, signed by the Parties as being an accurate account of all fixtures and fittings located in or on the Premises.
84. **Month** shall mean a calendar month.
85. 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.

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86. Where two or more persons are Parties hereto either as agent, Guarantor, Landlord or Tenant, each of them shall be bound by the conditions of the Agreement, both jointly and individually.
87. When this Agreement is signed by both Parties and witnessed it is a deed at law from that time.
88. By signing this Agreement the Tenant (for itself, its employees or any person who the Tenant permits to be on the Premises or for whom the Tenant is legally responsible) agrees that use and occupancy of the Premises will be at the Tenant's own risk.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS THIS PAGE]

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*R.P. Emery & Associates: Commercial Property Lease*


Executed as a deed on 12<sup>th</sup> March, 2018:

**EXECUTED BY STOKES WHEELER PTY LTD**

**THE LANDLORD**

ACN 82 080 554 623 in accordance with s127 Corporations Act 2001

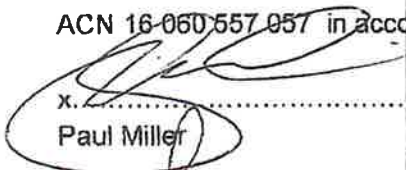
x  ..... Director  
John Wheeler

x  ..... Director  
Damien Stokes

**EXECUTED BY Harrison Packaging**

**THE TENANT**

ACN 16 060 557 057 in accordance with s127 Corporations Act 2001

x  ..... Director  
Paul Miller

x  ..... Director  
Martin Rivers

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