

SCHEDULE

Title Reference 50629162

This is the Schedule referred to in Item 8 of Form 7 Lease between the Landlord and the Tenant named in the reference schedule below.

REFERENCE SCHEDULE

Item 1	<b>Landlord</b>	<b>Luke Francis George</b>
	Address	171 Hansen Rd Yugur 4520
Item 2	<b>Tenant</b>	<b>MTIS Group (Asia Pacific) Pty Ltd CAN 602 899 338</b>
	Address	Suite 16, 23 Breene Place, Morningside QLD 4170
	Facsimile No.	
Item 3	<b>Leased Premises</b> [Clause 1.2(11)]	<b>1/210 Queensport Road, Murarrie QLD 4172</b>
Item 4	<b>Term</b> [Clause 3.1]	Four (4) years commencing on 01/01/2019
Item 5	<b>First Option to Renew</b> [Clause 17.1]	3 years
Item 6	<b>Second Option to Renew</b> [Clause 17.4]	Nil
Item 7	<b>Rent</b> [Clause 4.1(1)]	\$92,500 per annum plus GST
Item 8	<b>CPI Review Dates</b> [Clause 4.2]	Each anniversary of the date of Commencement
Item 9	<b>Market Review Dates</b> [Clause 4.4]	nil
Item 10	<b>Percentage Increase: Percentage Rent Review Dates</b> [Clause 4.5]	
Item 11	<b>Proportion of Outgoings</b> [Clause 5.1(1)]	All ; 100%
Item 12	<b>Use of Premises</b> [Clause 6.1]	Office and Warehouse
Item 13	<b>Guarantor</b>	
	<b>Name</b>	Benjamin Joseph Adamson
	<b>Address:</b>	Unit 26, 57 Lambert Street, Kangaroo Point QLD 4169
	<b>Name:</b>	James Laurence Adamson
	<b>Address:</b>	Unit 15, 68-70 Norman Crescent, Norman Park QLD 4170
	[Clause 19]	
Item 14	<b>Number of Car Parks</b> <b>Car Park Licence Fee (per car park)</b>	per annum plus GST
Item 15	<b>Bond Amount</b> equivalent to 3 months rent plus GST Clause 24	(which at commencement is \$25,437.50)

RGL spoke to Joe Dias on phone on 13 May 2021, Joe has confirmed the tenant is not related or connected.

$$\$92,500/12 \times 3 \times 1.1 = \$25,437.50 \text{ (GST incl).}$$

## Settlement Statement

Buyer:	Annette Karen Dias and Jose Manuel Dos Santos as trustee
Buyers Financier:	N/A
Seller:	Luke Francis George
Sellers Solicitors:	P M Lee & Co
Property At:	1/210 Queensport Road North, Murarrie
Place of Settlement:	FMS Brisbane
Date & Time Settlement:	22 August 2019 @ 2:30 p.m.

### Calculations

Sale Price	\$1,380,000.00
Less Deposit Paid	<u>\$ 75,000.00</u>
	\$1,305,000.00
 Less Mortgage Release fees	 <u>\$ 192.00</u>
	\$1,304,808.00
 Plus Rates Adjustment – (01/07/2019 to 30/09/2019) \$1,156.71 x 39 days /92 days	 <u>\$ 490.35</u> \$1,305,298.35
 Plus Sewerage & Pedestal Access Adjustment – (01/07/2019 to 30/09/2019) -\$283.50 x 39 days /92 days	 <u>\$ 120.18</u> \$1,305,418.53
 Less Water Consumption Adjustment – (01/05/2019 to 02/08/2019)- Meter CDA00467 (02/08/2019 to 22/08/2019) 20 days x 0.32KL @ \$4.476	 <u>\$ 11.24</u> <u>\$ 28.64</u> \$1,305,378.65
 Less Water Access Charges (01/07/2019 to 30/09/2019) \$58.77 x 51 days/92 days	 <u>\$ 32.58</u> \$1,305,346.07
 Plus Body Corporate Adjustment (01/06/2019 to 30/09/2019) \$2,083.20 x 39 days/122 days	 <u>\$ 665.95</u> \$1,306,012.02
 Less Rent Adjustment (01/08/2019 to 31/08/2019) \$5,781.00 x 9 days/31 days	 <u>\$ 1,678.35</u> \$1,304,333.67
 Less Bond	 <u>\$ 25,437.50</u>
<b>BALANCE PURCHASE PRICE</b>	<b><u>\$1,278,896.17</u></b>

**payable by Bank Cheque from Buyer's Financier:**

1. Brisbane City Council	\$ 1,162.91
2. Queensland Urban Utilities	\$ 1,073.92
3. P M Lee and Co	\$ 9,500.00
4. Suncorp Metway	<u>\$1,267,159.34</u>
	<b><u>\$1,278,896.17</u></b>

**in exchange for the following delivered to Buyer's Financier:**

**Dugan & Co Property**

Licensee: Paul Dugan  
1/88 Commercial Road,  
Newstead, QLD, 4006

ABN: 43 633 987 434

4 / 72 Riverside Place Morningside  
Printed: 15/03/2021

Added	Trans Date	Trans#	Receipt#	Ref#	Withdraw	Deposit	Balance
01/02/2021	31/01/2021	967893	12	OPENING BALANCE	0.00	18,070.00 ✓	18,070.00
		Deposit: OPENING BALANCE (From: The Agoge Pty Ltd)					
15/03/2021	15/03/2021	1225651		4/72RiversidePlace	5,775.00	0.00	12,295.00
		Payout Commission to office (To: General Account)					
15/03/2021	15/03/2021	1225652		4/72RiversidePlace	12,295.00	0.00	0.00
		Payout Monies to Vendor (To: Jose Manuel Dos Santos)					

# DUGAN & CO

## P R O P E R T Y

**Dugan & Co Property**  
Commercial Road  
NEWSTEAD QLD 4006  
sophie@duganandco.com.au  
07 3216 1292

**Office In Effective Control/Licensed Estate Agency:**

4315824

43 633 987 434

**Remittance Advice:**

Jose Manuel Dos Santos

## REMITTANCE ADVICE

**PROPERTY:** 4 / 72 Riverside Place MORNINGSIDE QLD

**Payment Details**

**Payment Amount:** \$12,295.00

**Payment Due:** 15th Mar 2021

**Issued By:** Lochie Hackett

**Payment Method:** EFT

total Bond = \$18,070

**REFERENCE SCHEDULE**

**1. LESSOR:**

NAME:

JOSE MANUEL DOS SANTOS & ANNETTE KAREN DIAS

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

ACN: \_\_\_\_\_

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

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

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

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

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

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

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

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

**2. TENANT:**

NAME:

THE AGOGE PTY LTD

ABN: 47 618 261 653

ACN: \_\_\_\_\_

ADDRESS: 3 PARKWOOD CLOSE

SUBURB: SEVEN HILLS

STATE: QLD

POSTCODE: 4170

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

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

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

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

0427 185 062

admin@the-agoce.com.au

**3. GUARANTOR:**

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

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

ACN: \_\_\_\_\_

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

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

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

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

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

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

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

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

**4. PREMISES:**

← Annex a plan if available

Level or Tenancy No. WHOLE OF BUILDING including 4 (four) exclusive use car parks.

ADDRESS: UNIT 4/72 RIVERSIDE PLACE

SUBURB: MORNINGSIDE

STATE: QLD

POSTCODE: 4170

Description: Lot: L4

RP/SP: BUP104193

**5. TERM:**

The Term of the Agreement is: 3

☐ Months

☒ Years

Commencing on: 01/04/2021 and ending on: 31/03/2024

DATE (dd/mm/yyyy):

DATE (dd/mm/yyyy):

**6. OPTION OF RENEWAL (IF ANY):**

Note: The term of the lease (including options) should not exceed three (3) years.

Period of further term: 3 YEARS

Final date for exercise of option: \_\_\_\_\_

DATE (dd/mm/yyyy):

**7. RENT:**

\$ 35000 + OUTS + GST

per: ☐ month ☒ year

← Select applicable box

INITIALS

INITIAL  
000016865357

**8. RENT REVIEW:**

Refer to clause 3.3

Note: Failure to review on these dates does not waive the Lessor's right to review.

**Review Date**

ANNUALLY ON THE START DATE OF THE LEASE

**Type of Review**☒ Index review☐ Fixed increase - amount of increase: \_\_\_\_\_ %☐ Index review☐ Fixed increase - amount of increase: \_\_\_\_\_ %**9. PERMITTED USE:**

OFFICE/WAREHOUSE WITH ANCILLARY SPORT AND RECREATION USAGE AT THE TENANT'S DISCRETION

**10. OUTGOINGS:**

Refer to clause 1.2(9)

**10(a) Percentage of Outgoings:**

100% BY TENANT INCL. BODY CORP, RATES, QLD URBAN UTILITIES, APPROX 6700P.A

**10(b) Additional Outgoings including the costs of (tick if applicable):**

- |   |                                     |
|---|-------------------------------------|
| Managing and operating the Building                                   | <input checked="" type="checkbox"/> |
| Repair and maintenance of the Building                                | <input type="checkbox"/>            |
| Gardening and Landscaping   | <input type="checkbox"/>            |
| Provision and servicing of Air-conditioning to the Building           | <input checked="" type="checkbox"/> |
| Cleaning the Building   | <input checked="" type="checkbox"/> |
| Pest Control  | <input type="checkbox"/>            |
| Security services   | <input checked="" type="checkbox"/> |
| Provision and servicing of Fire Detection and extinguishing equipment | <input checked="" type="checkbox"/> |
| Provision and servicing of lifts and escalators                       | <input type="checkbox"/>            |
| Common Area Electricity   | <input type="checkbox"/>            |
| Trade waste   | <input type="checkbox"/>            |
| Other (insert details):   |                                     |

**11. DEPOSIT:**

\$ 7,645 BEING EQUAL TO TWO MONTHS RENT IN ADVANCE, OUTS AND GST INCLUSIVE

**12. LESSOR'S AGENT:**

NAME: DUGAN &amp; CO PROPERTY

ADDRESS: Level 1, 88 Commercial Road

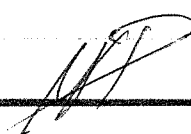
SUBURB: Newstead

STATE: QLD POSTCODE: 4006

PHONE:	MOBILE:	FAX:	EMAIL:
07 3216 1292	0447 328 297	07 3216 1564	jascha@duganandco.com.au

ABN:	ACN:	LICENCE NUMBER:
43633987434	633987434	4315824

INITIALS



## Annexure A

### 1. ELECTRONIC TRANSMISSION:

1.1 This contract may be entered into by and become binding on the parties named in the contract upon one party signing the contract that has been signed by the other party (or a photocopy or facsimile of that contract) and transmitting a facsimile copy OR email of it to the other party or the other party's agent or solicitor.

### 2. OUTGOINGS:

2.1 Notwithstanding Clause 1.2 (9), and further to Item 10 of the Commercial Tenancy agreement the tenant shall pay the Lessor within 14 days upon receipt of the Lessors assessment notice or account. At the owner's discretion they may choose for estimated operating expenses to be paid by equal monthly instalments in advance on or before the first day of each month. At the close of the accounting period a reconciliation shall be performed, and the tenant advised in writing of the reconciliation and the revised budget for the new accounting period. Any variation between the actual and the budgeted expenses to be either billed or reimbursed to the Tenant as applicable. The lessor or their appointed manager, reserves the right to adjust the budget accordingly throughout the relevant period to account for changes in property expenditure.

### 3. BOND:

3.1 The tenant must prior to entering the premises pay the Lessor, or their agent, the sum of \$10,425 as a cash bond for performance of the tenant of this lease.

3.2 The tenant may instead of paying the amount under the preceding paragraph, provide to the Lessor an Australian Trading Bank Guarantee, on the terms acceptable to the Lessor, for the observance and performance by the tenant of all the obligations and provisions contained in this lease. The maximum liability of the bank must be at least equal to the total of the cash bonds required under the preceding paragraph.

3.3 If at any time the tenant fails to observe and perform any of the Tenants obligations in this lease, the Lessor may take all or any part of the cash bond or call up any guarantee as compensation for any loss or damage suffered or which may be suffered by the Lessor because of that failure. Any such action by the Lessor will not be treated as a waiver for the Tenants failure and will not limit any other right or remedy of the Lessor in respect of it

3.4 If any part of the cash bond is taken or any guarantee called up by the Lessor and this lease remains on foot, the Tenant must immediately upon demand by the Lessor pay the Lessor the amount taken up or called up. This amount is to be held as a cash bond under this clause.

### 4.INSURANCE:

4.1 The tenant must retain the following insurances:

- a. Public Risk no less than \$20,000,000, making the tenancy as the Risk premises.
- b. Plate Glass Insurance.
- c. Tenants Fixtures and fittings and stock.

4.2 A Certificate of Currency is to be provided to the Lessor prior to key handover.


4.3 Should any additional insurance premiums result from the nature of the Tenants business the Tenant will reimburse the Lessor for the additional insurance premium.

### 5. AIR CONDITIONING SERVICING:

5.1 The tenants shall be responsible for the Air Conditioning system service and maintenance (non-capital repairs) during the term of this lease. The service will be completed in a tradesman like manner at a minimum of 6 monthly intervals during the term of the lease. The tenant agrees to provide proof of such service of such services, for the Lessor's records.

### 6.FIRE FIGHTING EQUIPMENT (INCLUDING EXIT LIGHTS):

6.1 The lessor is to supply firefighting equipment for the premises and the tenant agrees to have the equipment serviced as per fire safety standards at a minimum of 6 monthly intervals during the term of the lease. If the Tenant requires additional firefighting equipment for their type of business activity they are to supply and maintain at their own cost.

  
26 Jun 2021

