

WE107.S

# MAXWELL & McMENIMAN

## SOLICITORS

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Mr Nigel Weis  
143 McEvoy Street  
Warwick Q 4370

**Date** : 5 December 2007

**Our ref** : NDM:TMS:71700

Dear Mr Weis

**Re: Lease – Downs Car and Truck Pty Ltd trading as Lift and Stor lease from  
PM Weis and JE Weis ATF N & H Weis Superannuation Fund**

We refer to the above matter and to a letter from Marsh Tincknell, a copy of which we enclose for your information.

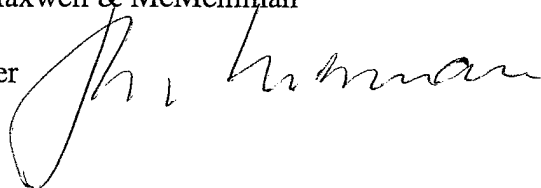
We now enclose the original Lease, in duplicate, to be signed by Downs Car and Truck, where indicated.

Once signed, please return a copy to our office.

Should you have any queries, please do not hesitate to contact our writer.

Yours faithfully  
Maxwell & McMeniman

Per



MA:AM:WEI02S

26 November 2007

Mr N McMeniman  
Maxwell & Meniman Solicitors  
PO Box 200  
WARWICK Q 4370

Good Morning Neil

**RE: Lease – Downs Car & Truck Pty Ltd trading as Lift and Stor from PM Weis and JE Weis ATF N&H Weis Superannuation Fund**

Nigel Weis has provided us with a draft copy of the abovementioned lease and we would like to make a correction to the Lessor's details.

The property is not currently owned by N&H Weis Superannuation Fund, rather it is owned by The Weis Unit Trust.


The correct name of the Lessor should be as follows:

Phillip Martin Weis and Joyce Elizabeth Weis as trustee for The Weis Unit Trust.

We hold a copy of the original trust deed, should you require it for lodgement of the Lease with the relevant authorities.

Should you require any further information, please do not hesitate to contact me.

Kind regards



Mari Ashted  
Superannuation Manager

*The office of Marsh Tincknell will close on Thursday 20 December at 5.00pm and will re-open on Wednesday 2 January at 8.30am*

*On behalf of all the Team at Marsh Tincknell we would like to wish you a very Safe and Merry Christmas and New Year*

Dealing Number

Duty Imprint



## OFFICE USE ONLY

### Privacy Statement

Collection of this information is authorised by the Land Title Act 1994 the Land Act 1994 and the Water Act 2000 and is used to maintain the publicly searchable registers in the land registry and the water register. For more information about privacy in NR&W see <http://www.nrw.qld.gov.au/about/privacy/index.html>.

<b>1. Lessor</b>	<b>Lodger</b> (Name, address & phone number)	<b>Lodger Code</b>
Philip Martin Weis and Joyce Elizabeth Weis as trustees for The Weis Unit Trust		

<b>2. Lot on Plan Description</b>	<b>County</b>	<b>Parish</b>	<b>Title Reference</b>
Lot 1 on SP 157955	Merivale	Warwick	50428814

<b>3. Lessee</b>	Given names	Surname/Company name and number	(include tenancy if more than one)
		Downs Car and Truck Pty Ltd trading as Lift and Stor ABN 92 608 460 628	

<b>4. Interest being leased</b>
Fee Simple

<b>5. Description of premises being leased</b>
The whole of the land

<b>6. Term of lease</b>	<b>7. Rental/Consideration</b>
Commencement date/event: 01/04/2007	\$300.00 per month plus GST
Expiry date: 31/03/2008 and/or Event:	
*Options: Nil	
#Insert nil if no option or inset option period (eg 3 years or 2 x 3 years)	

**8. Grant/Execution**  
The Lessor leases the premises described in item 5 to the Lessee for the term stated in item 6 subject to the covenants and conditions contained in:- \*the attached schedule; \*the attached schedule and document no. ....; \*document no. ....; \*Option in registered Lease no. .... has not been exercised.

lete if not applicable

Witnessing Officer must be aware of his/her obligations under section 162 of the Land Title Act 1994

..... signature  
..... full name  
..... qualification

Witnessing Officer of JUSTICE AND ATTORNEY-GENERAL  
(Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

Execution Date

Lessor's Signature

**9. Acceptance**  
The Lessee accepts the lease and acknowledges the amount payable or other considerations for the lease.

..... signature  
..... full name  
..... qualification

Witnessing Officer  
(Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

07/12/07  
Execution Date

Lessee's Signature

**Title Reference 14132086**

**LENGTH OF LEASE**

1.1 This Lease begins on the 1<sup>st</sup> day of April 2007.

It ends at midnight on the 31<sup>st</sup> day of March 2008.

1.2 If:

- a) The Tenant continues to occupy the premises after the expiration of this Lease;  
and
- b) This is done with the Landlord's consent:-

then the Tenant does so as a monthly tenant. This monthly tenancy is on the same terms as at the expiry date of this Lease, except that either the Landlord or the Tenant may end the tenancy on any day by giving at least a month's notice to the other party.

**FIRST OPTION FOR A NEW LEASE**

2 Intentionally Deleted

**SECOND OPTION FOR A NEW LEASE**

3 Intentionally Deleted

**RENT**

4. The Tenant must pay the Landlord the rent for the first year in equal monthly instalments of \$300.00 plus GST, in advance, and on or before the first day of each month.

**MARKET REVIEW**

5.1 Intentionally deleted

**CPI REVIEW**

6.1 Intentionally deleted

**THE TENANT MUST PAY:-**

7.1 The Tenant must pay the Landlord the rent and the operating expenses, and any other money the Tenant owes the Landlord, on time.

**Title Reference 14132086**

- 7.2 If the Tenant is late in paying the Landlord any money, the Landlord may charge daily interest at the rate 12%. The Landlord will calculate the interest on any unpaid money from the day the unpaid money was due until the day it is paid in full.
- 7.3 If any money the Landlord charges the Tenant is calculated using a time period, and this Lease starts or ends during that time period, the Landlord must make any necessary proportional adjustments.
- 7.4 If either the Landlord or the Tenant prove an error in any money charged, the Landlord must correct it and make any necessary adjustment in the next Statement the Landlord sends to the Tenant (or as soon as possible after this Lease has expired).

**OPERATING EXPENSES**

The Tenant must pay the operating expenses for the premises as and when they fall due.

**OTHER THINGS THE TENANTS PAY FOR**

- 9.1 The Tenant has to pay on time for all services supplied to the Tenant's premises, including water, electricity, gas and telephone.
- 9.2 The Tenant must pay:
- a) The Landlord's reasonable survey and expenses and other costs of any dealing arising out of this Lease; as well as
  - b) Registration fees (if applicable) on the Lease or any other document arising out of it; as well as
  - c) The Landlord's reasonable costs of considering the Tenant's request for the Landlord's approval or consent.

**BOND**

10. This clause is intentionally deleted.

**THINGS THE TENANT AGREES TO**

11. The Tenant:
- a) must obey any Law that requires the Tenant to do anything concerning the land, the Tenant's use of the land or the Lease
  - b) must not do anything that is, or may be, dangerous, annoying or offensive or that may interfere with buildings next to the land.
  - c) must promptly fix any damage that the Tenant causes to the premises.
  - d) must keep the land clean and tidy at all times and in good condition, except for fair wear and tear, including fixing any damage the Tenant causes.

**DEALING WITH THE PREMISES AND LEASE**

- 12.1 The Tenant may deal with the land or the Tenant's interest in the land (e.g. assigning or subleasing it) only with the Landlord's prior written consent.

**Title Reference 14132086**

- 12.2 The Landlord shall not be unreasonable with that consent but shall be entitled to expect that the new person will be capable of carrying on the Tenant's business in an efficient manner and have the financial capacity to do so. The Landlord may require as part of his consent that the new person enter into a Deed with the Landlord to be bound by the terms of this Lease.
- 12.3 The Landlord doesn't have to give consent if:
- a) the Tenant can't prove that the new person will be capable of carrying on the Tenant's business in an efficient manner and have the financial capacity to do so; or
  - b) if the Tenant is in breach of the Lease; or
  - c) The Tenant and the new person fail to enter any agreement (for example; Deed of Covenant) or give any security (for example; personal guarantee, bank guarantee, bond) that the Landlord reasonably requires.

**THINGS THE LANDLORD AGREES TO**

- 13.1 While the Tenant complies with the terms of this Lease the Tenant can hold and use the land without interruption by the Landlord or any person claiming through the Landlord.
- 13.2 The Landlord shall use his best endeavours to keep the services, including gas, operational.
- 13.3 The Landlord will not be responsible to the Tenant for any loss or damage to the Tenant's property however occurring.

**WHAT HAPPENS IF THE PREMISES ARE DESTROYED OR DAMAGED**

- .1 Intentionally deleted

**INSURANCE**

- 16.1 The Tenant must have current insurance for:
- a) public liability insurance for the amount of \$5 million;
  - b) any other insurance that the Landlord reasonably requires.
- 16.2 The Tenant agrees to give the Landlord evidence of any insurance if asked by the Landlord.
- 16.3 The Tenant must not do anything that may make the Landlord's insurance invalid or able to be cancelled or that may increase the Landlord's insurance premium.

**RELEASES**

- 17.1 The Tenant occupies and uses the land at the Tenant's own risk.

**Title Reference 14132086**

- 17.2 The Tenant releases the Landlord from any action or demand due to any damage, loss, injury or death occurring in the premises, except to the extent that the Landlord caused this by an act or negligence.
- 17.3 The Tenant indemnifies the Landlord against any action or demand due to any damage, loss, injury or death caused by;
- a) the Tenant's act or negligence; or
  - b) the Tenant's use or occupation of the premises
- except to the extent that the Landlord caused this by an act or negligence.

**RULES**

18. This clause is intentionally deleted.

**THE TENANT DISOBEYS THIS LEASE**

- 19.1 The Tenant is in default under this Lease if:
- a) rent is in arrears for more than fourteen (14) days; or
  - b) any other money payable under this Lease is owing for more than fourteen (14) days or is not paid within fourteen (14) days after the Landlord has made a request for payment to the Tenant; or
  - c) if the Tenant disobeys any term of this Lease; or
  - d) the Tenant becomes bankrupt or has a controller appointment or goes into liquidation or allows execution against the Tenant's assets, or the premises or the Tenant's property; or
- 19.2 After the Tenant is in default the Landlord may;
- a) terminate the Lease; or
  - b) enter (by force if necessary) the premises and repossess the same;
  - c) exercise any of the Landlord's other legal rights.
- 19.3 If the Tenant disobeys an essential term of the Lease, and the Landlord re-enters or takes possession of the land then the Landlord may recover all the money payable by the Tenants according to the Lease up to the expiry date. However, the Landlord must minimise the Landlord's loss. The essential terms of the Lease are Clauses 4, 7, 8, 11, 12, 16, 17 and 19.

**WHAT HAPPENS IF THE LANDLORD SELLS**

20. If the Landlord sells land during the Lease and this Lease is not registered, the Landlord will not transfer the land until the purchaser of the land sign a Deed to acknowledge and be bound by this Lease.

**WHEN THE LEASE ENDS**

**Title Reference 14132086**

- 21.1 The Tenant must vacate the land and leave it in good order and condition when this Lease ends.
- 21.2 Before the expiry date the Tenant must remove all the Tenant's property from the premises, Anything left behind becomes the Landlord's property and the Landlord can keep it or dispose of it.

**LANDLORD IS THE TENANT'S ATTORNEY**

22. The Tenant hereby irrevocably makes the Landlord the Tenant's lawful attorney (to be exercised on in the case of default) to execute and sign the transfer or surrender of this Lease.

**GENERALLY**

23. The Landlord may enter the land at any reasonable time to check the state or condition of it. If there is an emergency, the Landlord may enter at any time.
- 24.1 If the Lease requires anything not to be done, then this includes not allowing or permitting the thing to be done.
- 24.2 The Lease is governed by Queensland Laws.
- 24.3.1 Any notice required by this Lease must be in writing.
- 24.3.2 The Landlord may serve notice on the Tenant by:  
(a) giving it to the Tenant personally; or  
(b) Leaving it at the premises; or  
(c) leaving it at or posting it to or faxing it to the Tenant's registered office or business address as last known to the Landlord.
- 24.3.3 The Tenant may serve a notice on the Landlord by leaving it at or posting it to or faxing it to the Landlord's address as follows:-

PO Box 250  
Cannon Hill Q 4170

**GST**

25. The rental payable is GST exclusive and the Tenant must pay the Landlord GST on this supply.

**DEFINITIONS OF WORDS USED**

- 26.1 In this Lease, unless the context otherwise requires:

"CPI" means the Consumer Price Index for Brisbane (all groups) published by the Australian Bureau of Statistics. If the CPI no longer exists, it means an index that the President of the Queensland Law Society decides reflects the changes in the cost of living in Brisbane.



**Title Reference 14132086**

"Financial year" means July 1 to June 30.

"GST" means the goods and services tax under the GST Act.

"GST Act" means A New Tax System (Goods and Services Tax) Act and includes other GST related legislation.

"Item" means an Item in the Table.

"Land" means the land.

"Lease" means this Lease.

"Landlord" means the Landlord described, Where relevant, it includes the Landlord's manager, employee or any person authorised by the Landlord, It also includes the Landlord's personal representatives, permitted assigns and successors, and where more than one person is the Landlord, a reference to the Landlord includes each of them severally and any and all of them jointly.

"Operating expenses" means all money that the Landlord pays concerning the premises including: - There are no operating expenses.

"Tenant" means the Tenant described and, where relevant, includes the Tenant's employee, agent or any person allowed by the Tenant on the premises. It also includes the Tenant's personal representatives, permitted assigns and successors and where more than one person is the Tenant a reference to the Tenant includes each of them severally and any and all of them jointly.

"Tenant's property" means all the property belonging to the Tenant inside the premises and includes all signs, equipment and goods.

**HOW THIS LEASE IS TO BE READ**

- 26.2.1 In this Lease, the singular shall include the plural and vice versa. Words which import one gender shall include every gender. A reference to a person includes a Government body and a corporation.
- 26.2.2 All headings have been included for ease of reference only and no part of this Lease is to be construed or interpreted by reference to them.
- 26.2.3 Any examples which are used in this Lease are descriptive only and not exhaustive.