

Rexvo Pty Ltd Trading As
LJH Commercial Brisbane ABN 38 081 902 212
2994 Logan Road, Underwood, QLD 4119
PO Box 772, Springwood, QLD 4127
Tel: (07) 3115 7128 Fax: (07) 3115 7188
Email: brisbane@ljhc.com.au

**AGREEMENT TO LEASE**

I/We the Lessee: **Fix My Laptop Pty Ltd ATF Helbloem Investment Trust** (LESSEE/S)
ACN 138195427
of 130 Albion Road, Windsor, QLD 4030

Phone: (07) 3857 6875 Fax: (07) 3357 1243
E-mail:

Lessee's Solicitor: Self acting

Address:

Phone: **Fax:**

agree to lease the premises described in clauses 2 and 3 hereof from

I/We the Lessor: **D & B Walker Properties Pty Ltd** (LESSOR/S)
of C/- Hatzis Lawyers, PO Box 3063, Sunnybank South, QLD 4109

Phone: (07) 3345 4388 Fax: (07) 3344 2081

Lessor's Solicitor: Hatzis Lawyers

Address: PO Box 3063, Sunnybank South, QLD 4109

Phone: (07) 3345 4388 Fax: (07) 3344 2081
Email: commercial@hatzis.com.au

on the terms and conditions set out herein.

- | | |
|--|--|
| 1. Address Of Premises: | Unit 4, 51 Freda Street, Upper Mount Gravatt |
| 2. Real Property Description: | Lot 4 SP151830 PAR: Bulimba |
| 3. Approximate Lettable Area: | 111m ² |
| 4. Proposed Use: | Computer Servicing Centre |
| 5. Date Of Commencement Of Lease: | 01/09/2009 |
| 6. Initial Term: | 3 years |
| 7. Options: | 3 years |
| 8. Commencement Annual Rental: | \$36,000.00 + GST (\$3,600.00) = \$39,600.00 |

Payable calendar monthly
in advance by payments of: \$3000.00 + GST (\$300.00) = \$3,300.00

9. **Rent Review(S):** Annually at 3% or CPI whichever is greater. Review to market at option renewal.

Rexvo Pty Ltd Trading As
LJH Commercial Brisbane ABN 38 081 902 212
2994 Logan Road, Underwood, QLD 4119
PO Box 772, Springwood, QLD 4127
Tel: (07) 3115 7128 Fax: (07) 3115 7188
Email: brisbane@ljhc.com.au

**10. Outgoings Payable By Lessee:**

Nil (Included in rental as per Item 8)

11. Guarantors And Address:

1. Phillip and Irene Heilbloem

130 Albion Road, Windsor (07) 3357 3536

2. Timothy Heilbloem

8/34 Bradshaw Street, Lutwyche 0422 885 894

3.

12. Deposit:

\$6,600.00 (constituting first four months rental at half rent)

13. Bond:

\$6,600.00

14. References:

1. JLC Computers (Grace)

1/16 Duncan Street, West End (07) 3844 4519

2. XITD (Jim)

7/101 Newmarket Road, Windsor (07) 3866 5000

3. Achieva (Rebecka)

9/104 Newmarket Road, Windsor (07) 3857 5969

Branch & Telephone**15. Special Conditions:**

1. The Lessor grants the Lessee a discounted half rent of \$1,650.00 per month for the first eight (8) months from the commencement of the Lease (as per Item 8).
2. The Lessor permits the Lessee to install security grills and devices where necessary at the front door display area side window, at the expense of the Lessee.
3. This tenancy includes two (2) open allocated car parks as part of Agreement to Lease at no additional cost.
4. The Lessor to grant signage areas exclusively to the Lessee, including ground floor front glass, top of building and large side protruding signage.
5. The Lessor to accept all Legal costs for the preparation and amendments to the Head Lease.
6. Upon end of Lease Term, the Lessee will remove all fittings and return the tenancy to Lessor in the same condition as per entry. The Lessee will not be required to re-decorate or re-carpet the premises.
7. This Agreement to Lease is subject to the Lessee being given the first rights to purchase the premises during the Lease Term and any option exercised prior to placing the premises on sale to the public. The Lessor must provide the intended sale price to the Lessee and the Lessee must reply via written documentation of acceptance or proposed purchase price within fourteen (14) days of receiving the letter of sale intention from the Lessor. Failure to respond by Lessee to Lessor after the prescribed date will deem that the Lessee have declined to purchase the premise regardless.
8. Access to premises is to be provided for fit-out quoting etc. from payment of deposit and Bond with no actual works to commence prior to Date of Commencement unless by mutual agreement of Lessor and Lessee.

Rexvo Pty Ltd Trading As
 LJH Commercial Brisbane ABN 38 081 902 212
 2994 Logan Road, Underwood, QLD 4119
 PO Box 772, Springwood, QLD 4127
 Tel: (07) 3115 7128 Fax: (07) 3115 7188
 Email: brisbane@ljhc.com.au



16. In consideration of the Lessor reserving the premises for use by the Lessee and further in consideration of the deposit paid by the Lessee to the Trust Account of LJH Commercial Brisbane, the Lessee hereby agrees to Lease the abovementioned premises from the Lessor and to execute a Lease incorporating the above particulars within fourteen (14) days after submission of the Lease documentation by the Lessor's Solicitors.

In the event that the Lease shall not have been executed prior to the commencement date referred to above and provided that the premises are available for occupation the deposit now paid may be applied towards the rental.

In the event that this Agreement is signed first by the Lessee then the offer so made by the Lessee to enter into this Agreement for Lease shall be irrevocable and shall remain open for acceptance by the Lessor for the period of three (3) working days after signing hereof by the Lessee.

17. The Lease documents shall be prepared by the Lessor's Solicitors and the Lessor shall be responsible for the reasonable costs of the preparation and registration thereof. The Lease shall contain all of the normal terms and conditions (including regulations) applicable to leases of similar building in the Brisbane area and a provision for the payment by the Lessee of a GST (Goods and Services Tax) should it be applicable including a Guarantee by the Guarantor's and be subject to the approval of the Lessor and the Lessee and their respective legal advisers. In the event of the Lessor and the Lessee and their respective legal advisers failing to reach agreement as to the terms and conditions of the Lease then the matters in dispute shall be referred to a person appointed by the President for the time being of the Queensland Law Society for arbitration and his decision shall be final and binding on the parties hereto.
18. In the event that this Agreement is signed first by the Lessee then the offer so made by the Lessee to enter into this Agreement for Lease shall be irrevocable and shall remain open for acceptance by the Lessor for the period of three (3) working days after signing hereof by the Lessee.
19. The Lessor hereby agrees to Lease the premises to the Lessee on the terms and conditions set out herein.
20. The Lessor acknowledges and appoints LJH Commercial Brisbane as the Lessor's authorised Agent in respect of this Lease and agrees to pay to LJH Commercial Brisbane commission in the amount specified in the Appointment to Act as Real Estate Agent signed by the Lessor or as otherwise agreed. The Lessor agrees that LJH Commercial Brisbane may account for the deposit monies paid as against commission on the date of signing of the Lease by both parties or the date on which the Lessee enters into possession of the premises, whichever is the earlier.
21. If clause 13 is completed, the Lessee will pay to the Lessor at the time of execution of the Lease, the amount specified in clause 13 as a bond to secure the payment by the Lessee of the rent and the performance by the Lessee of the other terms, covenants and conditions of the Lease.
22. The Lessee acknowledges that if he fails to execute the Lease in accordance with the terms of this Agreement or is otherwise in breach of any of the terms and conditions hereof, the deposit paid shall be forfeited to the Lessor.
23. The Lessee further acknowledges that the Lessor's Agent has not made any representations or offered any inducements other than those set out in this document.

PRIOR TO THE SIGNING THIS AGREEMENT TO LEASE, THE LESSOR AND THE LESSEE ACKNOWLEDGE THAT THEY HAVE READ AND ARE BOUND BY THE TERMS AND CONDITIONS INCLUDING CLAUSES 16 TO 22.

LESSEE:



For and on behalf of Fix My Laptop Pty Ltd.

DATE:

29/7/09

LESSOR:



For and on behalf of

O & B WARRIOR PROPERTIES PTY LTD

DATE:

29/7/09

Initial



