

COMMERCIAL TENANCY AGREEMENT

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THIS TENANCY AGREEMENT IS MADE BETWEEN THE LESSOR AND THE TENANT. THE LESSOR LEASES TO, AND THE TENANT ACCEPTS A LEASE OF, THE PREMISES FOR THE RENT PAYABLE BY THE TENANT, SUBJECT TO THE TERMS OF THIS AGREEMENT.

THIS AGREEMENT COMPRISES THE REFERENCE SCHEDULE AND COMMERCIAL TENANCY AGREEMENT CONDITIONS.

DO NOT USE THIS DOCUMENT:

- **FOR RESIDENTIAL TENANCIES.**
- **FOR PREMISES COVERED BY THE *RETAIL SHOP LEASES ACT*.**
- **WHERE THE TERM OF THE LEASE (INCLUDING OPTIONS) EXCEEDS 3 YEARS.**
- **WHERE REGISTRATION UNDER THE *LAND TITLE ACT* IS REQUESTED BY THE TENANT.**

INSTRUCTIONS TO COMPLETE

1. The parties should be advised to seek legal advice about the tenancy agreement. Reference should be made to sections 24 (3A) to (7) of the *Legal Profession Act 2007* when preparing and completing this agreement.
2. Unless amended, this agreement provides for rent to be reviewed based on increases in the Consumer Price Index. It is not suitable for use where rent is to be reviewed to market or otherwise.
3. The only outgoings recoverable in this agreement are local government rates, fire service levies, insurance, body corporate fees and levies (including but not limited to administrative fund levies and sinking fund levies), cleaning and garden maintenance. Unless amended, this agreement is not suitable for use where additional outgoings are to be paid by the Tenant.
4. Ensure that all items are completed in the Reference Schedule
 - Item 1:** Full name/s of the owner/s of the property and their address. If the Lessor is a company, include ABN. DO NOT use a business name.
 - Item 2:** Full name/s of the tenant. If the Tenant is a company, include its ABN. DO NOT use a business name.
 - Item 3:** The Premises must be clearly identified e.g. "Suite 3, 45 John Street, Spring Hill" etc. If not able to be identified by name, a sketch plan must be attached to the Agreement and the address must be included at Item 3.
 - Item 5:** Insert the period of the further tenancy, e.g. "6 months" or "1 year" or "not applicable". The total term of the lease including any options is not to exceed three years.
 - Item 7:** Insert the date on which the rent is to be adjusted by the CPI or "Not applicable".
 - Item 8:** The Permitted Use should be stated clearly and concisely.
 - Item 9:** Insert the percentage of outgoings the Tenant is to pay, e.g. "25%" or "100%" or "Not applicable".

REFERENCE SCHEDULE

- 1 LESSOR:** T&G Super Pty Ltd ATF T&G Muller Superannuation Fund and Muller Family Investments Pty Ltd ATF T&G Muller Property Trust and Muller Family Investments Pty Ltd ATF C&G Muller Property Trust and Muller Family Investments Pty Ltd ATF D&H Muller Property Trust and Muller Family Investments Pty Ltd ATF T&L Muller Property Trust
4 Industry Place, Capalaba QLD 4157
- Address:
- Phone: (07) 3899 7000 Fax: (07) 3899 5074 Mobile:
- ABN:
- Email: daryl@duratray.net.au
- 2 TENANT:** Duratray Queensland Pty Ltd ATF The T & G Muller Family Trust
- Address: 4 Industry Place, Capalaba QLD 4157
- Phone: (07) 3899 7000 Fax: (07) 3899 5074 Mobile:
- ABN:
- Email: daryl@duratray.net.au
- 3 PREMISES:** 4 Industry Place, Capalaba QLD 4157
- (annex a plan if available)
- 4 TERM:** The term of the agreement is Three years ~~months~~/years
commencing on 01/08/2012
ending on 31/07/2015 ; and
- 5 OPTION FOR FURTHER TERM:** N/A
Note: The term of the lease (including options) should not exceed three (3) years.
- 6 RENT:** \$260,000 p.a plus GST ~~per month~~/year
- 7 ANNUAL RENT REVIEW DATES:** 01/08/2013; 01/08/2014
- 8 PERMITTED USE:** Manufacture, storage and sales of factory and warehouse of motor vehicle and truck metal trays and associated accessories
- 9 PERCENTAGE OF OUTGOINGS:** 100%
- 10 DEPOSIT:** \$ N/A
- 11 LESSOR'S AGENT:** N/A
Address
Phone: Fax: Mobile:
ABN: Licence Number:
Email Address:

SPECIAL CONDITIONS

N/A

AGREEMENT MADE (DATE)

EXECUTED as an agreement.

EXECUTION BY LESSOR

Executed by:
in accordance with section 127 of the Corporations Act 2001 (Cth).

Director/Secretary

Director

Name of Director/Secretary (BLOCK LETTERS)

Name of Director (BLOCK LETTERS)

OR

SIGNED by
in the presence of:

AS LESSOR

Signature of Witness

Name of Witness (BLOCK LETTERS)

Address of Witness

EXECUTION BY TENANT

Executed by:
in accordance with section 127 of the Corporations Act 2001 (Cth)

Director/Secretary

Director

Name of Director/Secretary (BLOCK LETTERS)

Name of Director (BLOCK LETTERS)

OR

SIGNED by
in the presence of:

... AS TENANT

Signature of Witness

Name of Witness (BLOCK LETTERS)

Address of Witness