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Perm

The De Marco Superannuation Fund
19 Gerry Street, Stafford Heights 4053

PH: 3861 5668 - FAX: 3350 3430

5th November 2010 / II

Attn: Mari Asted
Marsh Tincknell Super
PO Box 6243
UPPER MT GRAVATT QLD 4122

Dear Mari,

Re: NEW LEASE FOR 69 BRISTOL ROAD, KEDRON

We refer to your letter of 25th October 2010, and enclose signed Lease Agreements, as requested.

Please find enclosed signed subcontract agreement for the abovementioned project.

Regards,


Nick De Marco

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: Nickolas De Marco & Olga De Marco ATF The De Marco Superannuation Fund
Address: c/- Marsh Tindernell Super
PO Box 6243, Upper Mt Gravatt, QLD, 4121
Phone: 34228000 Fax: 34228680 Mobile: 0411 171333
ABN: 12770226104
Email: nick@stg.com.au

2 TENANT: Stone & Tile QLD Pty Ltd
Address: 69 Bristol Street, Kedron, Q, 4031
Phone: 3861 4803 Fax: 3350 3430 Mobile:
ABN: 78114 208 463
Email:

3 PREMISES: 69 Bristol Street, Kedron, Q, 4031
Lot Registered Plan 63172
(annex a plan if available)

4 TERM: The term of the agreement is Twenty-two months/years
commencing on 4 September 2008 ; and
ending on 30 June 2010

5 OPTION FOR FURTHER TERM: N/A
Note: The term of the lease (including options) should not exceed three (3) years.

6 RENT: \$ 3,000.00 + GST per month/year

7 ANNUAL RENT REVIEW DATES: N/A

8 PERMITTED USE: Retail & Warehousing

9 PERCENTAGE OF OUTGOINGS: 100% excluding insurance

10 DEPOSIT: \$ N/A

11 LESSOR'S AGENT: N/A
Address

Phone: Fax: Mobile:
ABN: Licence Number:
Email Address:

SPECIAL CONDITIONS

AGREEMENT MADE (DATE)

EXECUTED as an agreement.
EXECUTION BY LESSOR

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

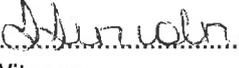
.....
Director/Secretary Director

.....
Name of Director/Secretary (BLOCK LETTERS) Name of Director (BLOCK LETTERS)

OR

SIGN ND 

SIGNED by NICKOLAS DE MARCO AND OLGA DEMARCO AS TRUSTEE FOR AS LESSOR
in the presence of: THE DEMARCO SUPERANNUATION FUND

SIGN 
Signature of Witness Name of Witness (BLOCK LETTERS) BARBARA LINCOLN

.....
Address of Witness 37 ARAWIEN STREET, KEORON, QLD, 4031

EXECUTION BY TENANT

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

SIGN ND 
Director/Secretary Director

NICKOLAS DE MARCO
Name of Director/Secretary (BLOCK LETTERS) Name of Director (BLOCK LETTERS)

OR

SIGNED by AS TENANT
in the presence of:

.....
Signature of Witness Name of Witness (BLOCK LETTERS)

.....
Address of Witness

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(SECOND EDITION) ©Copyright



The Real Estate Institute
of Queensland

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The De Marco Superannuation Fund
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Po Box 6243, Upper Mt Gravatt, QLD, 4122
Phone: 3422 8000 Fax: 3422 8080 Mobile: 0411 171 333
ABN: 12770 226104
Email: nick@stg.com.au
- 2 TENANT:** Livedale Pty Ltd ATF The De Marco Family Trust
Address: 69 Bristol Street, Kedron, Q, 4031
Phone: 3861 4803 Fax: 3350 3430 Mobile:
ABN: 95697998409
Email:
- 3 PREMISES:** 69 Bristol Street, Kedron, Q, 4031
Lot Registered Plan 63172
(annex a plan if available)
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commencing on 4 September 2008 ; and
ending on 30 June 2010
- 5 OPTION FOR FURTHER TERM:** N/A
Note: The term of the lease (including options) should not exceed three (3) years.
- 6 RENT:** \$ 3,200.00 + GST per month/year
- 7 ANNUAL RENT REVIEW DATES:** N/A
- 8 PERMITTED USE:** Retail and Warehousing
- 9 PERCENTAGE OF OUTGOINGS:** 100% excluding insurance
- 10 DEPOSIT:** \$ N/A
- 11 LESSOR'S AGENT:** N/A
Address
Phone: Fax: Mobile:
ABN: Licence Number:
Email Address:

SPECIAL CONDITIONS

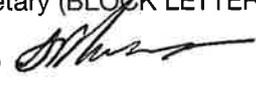
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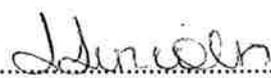
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.....
Director/Secretary Director

.....
Name of Director/Secretary (BLOCK LETTERS) Name of Director (BLOCK LETTERS)

OR SIGN_{ND} 

SIGNED by NICKOLAS DE MARCO AND OLGA DE MARCO AS LESSOR
in the presence of: AS TRUSTEE FOR THE DE MARCO SUPERANNUATION FUND

X SIGN  BARBARA LINCOLN
Signature of Witness Name of Witness (BLOCK LETTERS)

.....
37 ARAWAN STREET, KEDRON, QLD, 4031.
Address of Witness

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Director/Secretary Director

NICKOLAS DE MARCO
Name of Director/Secretary (BLOCK LETTERS) Name of Director (BLOCK LETTERS)

OR

SIGNED by AS TENANT
in the presence of:

.....
Signature of Witness Name of Witness (BLOCK LETTERS)

.....
Address of Witness