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Perm

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

PH: 3861 5668 - FAX: 3350 3430

5<sup>th</sup> November 2010 / II

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

Dear Mari,

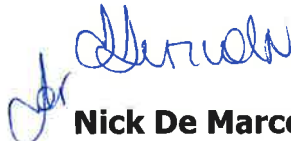
**Re: NEW LEASE FOR 69 BRISTOL ROAD, KEDRON**

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We refer to your letter of 25<sup>th</sup> 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

(SECOND EDITION) ©Copyright



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 Tindemell 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

BARBARA LINCOLN

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

37 ARAWUEN STREET, KEDRON, QLD, 4031  
Address of Witness

**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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The De Marco Superannuation Fund  
Address: c/- Marsh Tindell Super  
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  
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Phone: Fax: Mobile:  
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Email Address:

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**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 *SIGN ND* *[Signature]*  
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* *[Signature]* BARBARA LINCOLN  
Signature of Witness Name of Witness (BLOCK LETTERS)

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

**EXECUTION BY TENANT**

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

*SIGN ND* *[Signature]*  
.....  
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