

12 June 2018

Megan Adele Tervoert

COSTS RECOVERY STATEMENT
LEASE PREPARATION

**Re: Lease over Property at
7/46 Murray Street, Tanunda**

Please be advised that in accordance with Section 14 (1) of the Retail and Commercial Leases Act, you as the Tenant are liable to reimburse certain costs that have been incurred in relation to the above. They are as follows:-

One half of the Professional Fees relating to Lease Preparation	\$400.00
GST	\$40.00
<u>TOTAL DUE BY YOU</u>	<u>\$440.00</u>

Please ensure that this amount is paid to us within 7 days.

Yours faithfully

Anthony Farina
Fua Pty Ltd

PLEASE NOTE

This is not a Tax Invoice for GST purposes and the Landlord should provide the Tenant with a Tax Invoice that complies with the Act.



**Commercial Lease
Specialists**

12 June 2018

TAX INVOICE
ABN: 88 743 786 149

Anthony Farina
Fua Pty Ltd
1/11-13 Indama Street
REGENCY PARK SA 5010

**Re: Lease over Property at
7/46 Murray Street, Tanunda**

Legally Binding Documents

Reasonable Fixed Fees

Documents in 48 hours

Free Advisory Service

Rent Review Reminders

Extensions & Transfers

TO:- THE LEASE BUREAU

Professional fees relating to taking instructions and attendances thereto, searching, engrossing, printing and binding draft Memorandum of Lease, preparing, printing and binding Original Memorandum of Lease and distribution of documents. General Registry Office searches, photocopying, obtaining copies of plans including all office disbursements

\$800.00

GST ON FEES AND CHARGES

\$80.00

TOTAL DUE AND PAYABLE

\$880.00

PLEASE NOTE THAT UNDER THE ACT YOU ARE ABLE TO CLAIM A TOTAL AMOUNT OF \$440.00 DIRECTLY FROM THE TENANT AS PER THE ATTACHED COST RECOVERY STATEMENT

NB. PLEASE ALSO NOTE THAT THIS IS A 14 DAY ACCOUNT AND A \$50 FILE HANDLING FEE MAY BE ADDED FOR EACH MONTH THAT THIS REMAINS OUTSTANDING. PAYMENT IS REQUIRED PRIOR TO THE PREPARATION OF THE FINAL DOCUMENTS.

Payment Options:

Cash, cheque or EFT to BankSA 105 148 Account No: 024867740.

(please include the File Reference)

Please detach and return with your remittance

Payment from: Anthony Farina Fua Pty Ltd

File Reference: L#4266

\$ Amount Enclosed: \$880.00

66 THE PARADE

NORWOOD SA 5067

08 83624444

admin@theleasebureau.com.au



**Commercial Lease
Specialists**

12 June 2018

Anthony Farina
Fua Pty Ltd
1/11-13 Indama Street
REGENCY PARK SA 5010

**Re: Lease over Property at
7/46 Murray Street, Tanunda**

Dear Anthony

Thank you for your recent instructions. We now enclose a draft Lease prepared in accordance with those instructions. Please ensure that the document accords with your wishes. Should this not be the case, please alter the document as necessary.

The document should then be forwarded to the Lessee (Tenant) who should be instructed to peruse it and then sign the "Letter of Instructions".

Once this has been done the draft document should be returned to this office (with any amendments initialled by all parties) and we will then prepare the Lease in its final form and forward it to you for signing by yourself and the Lessee.

Also attached is an account for our professional fees along with a 'costs recovery statement' that you should forward to the Lessee. Please note that our account must be paid within 14 days (irrespective of the progress of the Lease). The 'costs recovery statement' is provided as a service to assist you in claiming a share of the costs from the Lessee (in accordance with the Retail and Commercial Leases Act).

Please do not hesitate to contact this office should you have any queries whatsoever.

Yours faithfully
THE LEASE BUREAU



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Legally Binding Documents

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FUA Pty Ltd
atf Tanunda Property Trust
No 1, 11 - 13 Indama Street
REGENCY PARK SA 5010

Tax Invoice

Invoice # 00001546
Date # 8/06/2018

Megan Adele Tervoert - Shop 7
PO Box 691
TANUNDA SA 5352

Description	Amount
Shop 7 - 47 Murray Street, Tanunda	
BOND	\$962.00
One month rent in advance	\$1,149.58
One month in advance Outgoings	\$350.42

Bank Details for EFT Payments

BSB: 085-745
A/C No: 17 335 5555
Account Name: Tanunda Property Trust

GST:	\$136.36
Total Inc GST:	\$2,462.00
Amount Applied:	\$0.00
Balance Due:	\$2,462.00

A.B.N. 53 667 970 586

RETAIL AND COMMERCIAL LEASE INSTRUCTION SHEET

INSTRUCTIONS

TO : - **THE LEASE BUREAU**
66 THE PARADE
NORWOOD SA 5067
FAX 8362 0511 **PHONE 8362 4444**
www.theleasebureau.com.au

FROM: - **Homburg Real Estate - Andrew Beadman** 0407 505 727

PROPERTY DESCRIPTION

Street Address Shop 7/46 Murray Street TANUNDA

Certificate of Title Volume 5496 Folio 572

Whole of Land or Portion of Land
If Portion- Specify which portion Portion of Land as indicated on site plan

FUA PTY LTD atf
THE LESSOR (Full Name/s) Tanunda Property Trust

(Landlord) ACN (if a Company) 53 667 970 586

Mail Address 11 Indama Street regency Park 5010

Contact Person Anthony Farina

Phone (H) _____ (W) 0411545 961

Email address: anthony@bfconstructions.com.au

THE LESSEE (Full Name/s) Megan Adele Tervoert

(Tenant) ACN (if a Company) 902 832 94991

Mail Address PO Box 691 Tanunda SA5352

Email - megantervoert@gmail.com

Contact Person Megan

Phone (H) _____ (W) 0410 692 676

TERM & RIGHTS OF RENEWAL

Initial Term Two (2) years YEARS

1st Right of Renewal Period Two (2) years YEARS

Further Renewal Period(s) One further right to renew for Two (2) years YEARS
(NB: Must total at least 5 years)

Commencement Date 10th June 2018

RENT & RENT REVIEW

First Year's Rent Amount	<u>RENT</u>	<u>GST</u>	<u>TOTAL</u>
	\$12,540.91	\$1,254.09	\$13,795
Monthly Rent Amount	\$1,045.07	\$104.50	\$1,149.58
Rent Commencement Date	<u>10th August 2018</u>		
Dates and Method of Review	Date	Method	
	<u>Annually</u>	<u>CPI review (Adelaide All Groups) Plus 3%</u>	
	<u>Renewal of Lease</u>	<u>Market Review</u>	

PERMITTED USE

Fitness Centre

OUTGOINGS AND OTHER COSTS

Description of Outgoing		Lessee's %
(As per Disclosure Statement)	<u>Individual Rates</u>	<u>100%</u>
	<u>Cleaning Arcade</u>	<u>14.28%</u>
	<u>Electricity</u>	<u>14.28%</u>
	<u>ESL</u>	<u>14.28%</u>
	<u>Building Insurance</u>	<u>14.28%</u>
	<u>ISS Security</u>	<u>14.28%</u>
	<u>SA Water</u>	<u>14.28%</u>
	<u>Fire & Safety – Extinguisher</u>	<u>14.28%</u>

LESSEE'S INSURANCES

Types of Cover Required

PUBLIC RISK AMOUNT

Amount of Cover Required \$ 20,000,000

SECURITY BOND (if applicable)

Amount \$962.00

PTO

GUARANTORS

Full Name(s)
(if Lessee is a company)

Home Address(es)

SPECIAL CONDITIONS

Details to be included
in Lease

Two month rent free period from the commencement of the Lease.

NOTES

Notes and Information not to
be included in Lease

Please prepare a Memorandum of Lease in accordance with the above and forward the documentation to the undersigned for execution. We agree to execute the documents without delay and also confirm that we will pay your account for preparatory costs within fourteen (14) days of receipt.

DATE: 08 / 06 / 2018

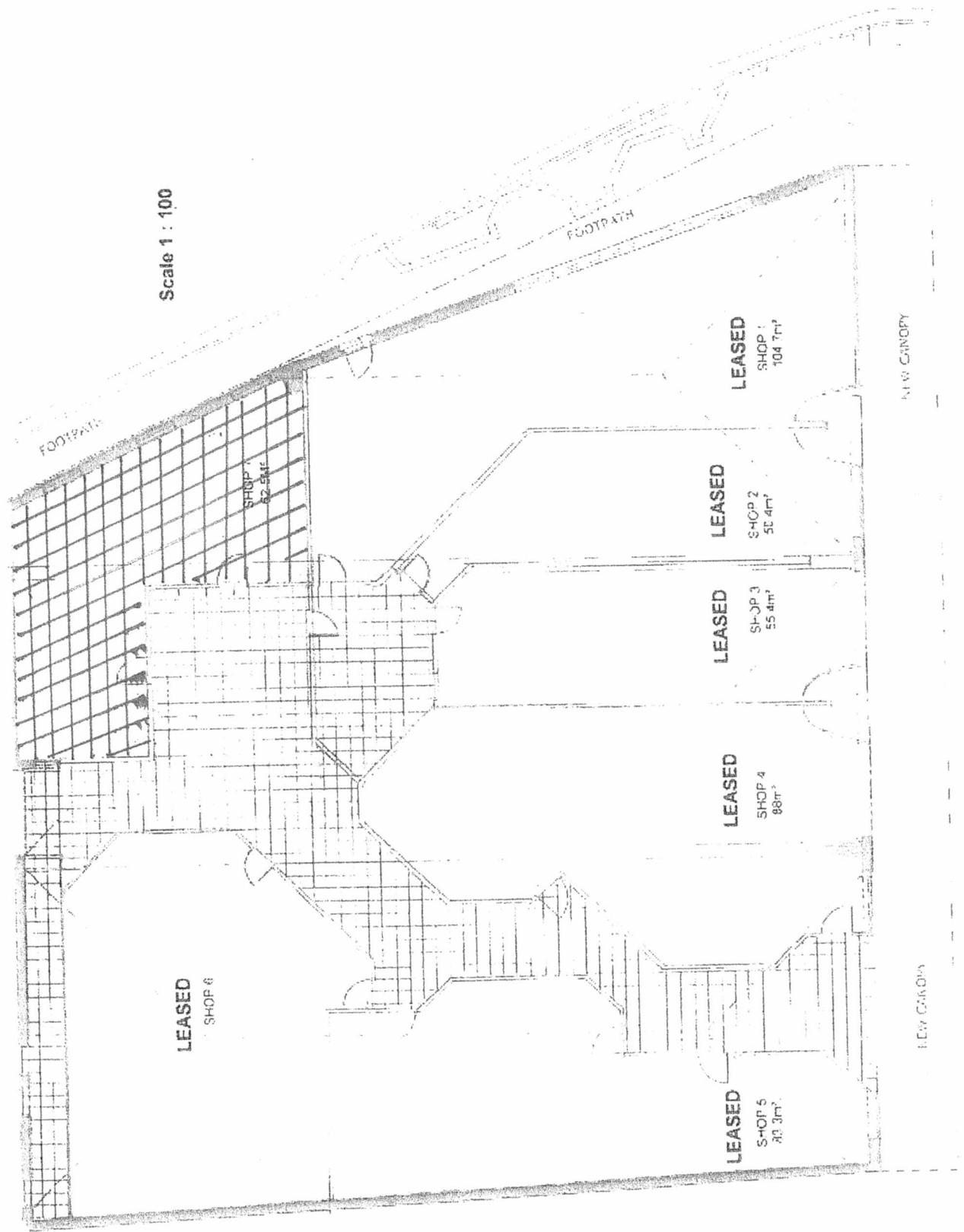
Willy

For LESSOR

DATE: 06 / 06 / 2018

[Signature]

For LESSEE



Form 1—Disclosure statement under section 12 of *Retail and Commercial Leases Act 1995*

Information for lessees

Please read the following information carefully.

What is a lease?

A lease is a very important document. It is a legally binding contract between the lessor (landlord) and the lessee (tenant). It sets out the rights and obligations of the lessor and the lessee.

A document that binds the lessee to enter into a lease or to take a shop on lease for a renewed term should be treated as if it were the lease.

What should I look for in a lease?

The main features to consider are—

- the term of the lease;
- whether there is an option to renew or extend the lease (and the method of exercising any such option);
- the rent and the basis for rent reviews;
- the amounts that the lessee will have to pay in addition to rent eg fit out costs, maintenance and repair costs and shared operating expenses;
- the consequences of breaching a term of the lease.

Make sure you read the whole document and understand the obligations it will place on you, especially the extra charges in addition to rent that you will have to pay.

If the lease is a sublease, you should seek information about the lessor's rights and obligations under the head lease that are relevant to the lease of the shop.

What information is the lessor required to give me?

The lessor must give you a copy of the proposed lease and this disclosure statement. The disclosure statement must contain the matters set out in section 12 of the *Retail and Commercial Leases Act 1995*.

What should I do before signing a lease or other binding document?

Do not sign until you understand exactly what your obligations under the lease will be.

Before signing a lease or other binding document, you should obtain independent legal and financial advice.

- You should discuss the lease (or any agreement for a lease) and the disclosure statement with your own lawyer or leasing adviser.
- You should seek advice about the financial commitments under the lease from your own accountant or recognised financial or business adviser.
- You should also seek advice from an association representing the interests of lessees.

Before signing a lease or other binding document, oral representations made by the lessor or the lessor's agent on which you have relied should be reduced to writing and signed by or on behalf of the lessor.

Before signing a lease or other binding document, the lessee should sign an acknowledgment of receipt of the disclosure statement.

1—Details of shop

Address: Shop 7/46 Murray Street Tanunda
Lettable area: 62 m2 Approximately
The shop may only be used for: Fitness Centre

2—Term of lease

Term of lease: Two (2) years commencing on 10th June 2018.

3—Renewal or extension of lease

- ☐ There is no right to renew or extend the term of the lease.
- ☒ The lease gives a right to renew or extend the term of the lease as follows:
Two (2) rights for a further Two (2) years term

4—Access to shop

Hours during which the lessee will have access to the shop outside trading hours: Unrestricted

Date on which the shop will be available for occupation: On completion of Agreement to Lease and Disclosure Statement and receiving cleared funds of one month's rent in advance and bond.

5—Monetary obligations

The lessee's obligations to pay rent, to pay or reimburse outgoings, to make or reimburse capital expenditure and any other monetary obligations imposed on the lessee are set out in Appendix A.

6—Retail shopping centre details

- ☐ The shop is in a retail shopping centre within the meaning of the *Retail and Commercial Leases Act 1995*.
See Appendix B for details.
- ☒ The shop is not in a retail shopping centre within the meaning of the *Retail and Commercial Leases Act 1995*.

7—Consequences of breach

The legal consequences of early termination of the lease by the lessee as set out in clauses 17, 18, 21, 27, 28, 29, 30, 31, 32, 33, 35, 36, 39 of the lease are as follows:

- The lessee is liable for any arrears and all rent for the entire lease term. This liability will be reduced if the lessor leases the premises to another tenant before the end of that term. The lessor must use reasonable endeavours to secure another tenant.
- The lessee is liable for all other losses suffered by the lessor and all costs (including legal costs) incurred by the lessor resulting from the early termination.
- Items of property which the lessee has affixed to the premises may once so affixed irretrievably become the property of the lessor.

The above is not a complete list of the consequences of early termination. Please refer to the lease and seek independent legal advice.

The legal consequences of other breaches as set out in clauses 17, 18, 21, 27, 28, 29, 30, 31, 32, 33, 35, 36, 39 of the lease are as follows:

- If the lessee does not remedy the breach within a certain time, the lessor can terminate the lease.
- The lessor may choose to rectify any breach by the lessee and recover the costs of so doing from the lessee, together with interest.
- If the lessor decides to terminate the lease because of the breach, the lessee may be liable for all rent for the entire lease term. This liability will be reduced if the lessor secures another tenant. The lessor must use reasonable endeavours to secure another tenant.

- The lessee may be liable for all other losses suffered by the lessor and all costs (including legal costs) incurred by the lessor resulting from the breach
- If the lessee has not paid rent, the lessor may change the locks and sell the lessee's property to cover any arrears of rental plus the costs of such process (including legal costs).
- The lessor may choose not to terminate the lease but instead to sue the lessee for the lessor's loss. In this case the lessee must continue complying with the terms of the lease.
- Any amount outstanding under the lease will accrue interest at a specified rate from the due date until full payment.
- Items of property which the lessee has affixed to the premises may once so affixed irretrievably become the property of the lessor.

The above is not a complete list of the consequences of breach. Please refer to the lease and seek independent legal advice.

8—Warnings

Oral representations made by the lessor or the lessor's agent on which the lessee has relied should be reduced to writing and signed by or on behalf of the lessor before the lessee enters into the lease.

The lessee should obtain independent legal and financial advice before entering into the lease.

Date: 08/06/18

Signature of Lessor: 
 Name: Tanunda Property Trust
 Address: 11 Indama Street Regency Park SA 5010

Acknowledgment of receipt

I acknowledge receipt of this disclosure statement including:
[Tick 1 or more boxes as applicable.]

- ☒ Appendix A—Monetary obligations under lease
- ☐ Appendix B—Retail shopping centre details
- ☐ Attachment—Shop fitting or refitting obligations
- ☐ Attachment—Fixtures, plant or equipment obligations
- ☐ Attachment—Sinking fund obligations
- ☐ Attachment—Proposed changes to shopping centre
- ☐ Attachment—Current tenant mix
- ☐ Attachment—Proposed changes to current tenant mix
- ☐ Attachment—Details of tenant association
- ☒ **Lessor's written notice to Lessee as to exclusion of warranty of fitness for purpose**
 Namely, that the lessor does not warrant that the subject premises will for the duration of the lease be structurally suitable for the type of business that the lessee intends to carry on.

Date: 6/6/18

Signature: 

Name: Megan Adele Tervoert
 Address: 256 Research Road Tanunda

Appendix A—Monetary obligations under lease

Part 1—Rent

1—Base rent

The base rent payable for the shop is or is calculated as follows: \$12,540.91 per annum plus GST

2—Basis on which base rent may be changed

The base rent may be changed on the following basis: Annually by CPI plus 3%, provided that there will be a market rent review upon renewal of Lease.

3—Other rent

Other rent payable for the shop is or is calculated as follows: Not Applicable

Part 2—Capital expenditure

4—Permissible obligations (section 13 of *Retail and Commercial Leases Act 1995*)

The lessee will be liable for capital expenditure as follows:

[Tick 1 or more boxes as applicable.]

- ☒ to pay or reimburse the cost of making good damage to the premises arising when the lessee is in possession or entitled to possession of the premises
- ☐ to fit or refit the shop as set out in the attachment marked "Shop fitting or refitting obligations"
[The attachment must include sufficient details to enable the lessee to obtain an estimate of the likely cost of complying with the obligation.]
- ☐ to provide fixtures, plant or equipment as set out in the attachment marked "Fixtures, plant or equipment obligations"
[The attachment must include sufficient details to enable the lessee to obtain an estimate of the likely cost of complying with the obligation.]
- ☐ to contribute to a sinking fund to cover major items of repair or maintenance as set out in the attachment marked "Sinking fund obligations"
[The attachment must include reasonable details of the lessee's obligations.]

Part 3—Outgoings

5—Categories and estimate of annual liability

The lessee will be liable to pay or reimburse outgoings as follows:

Category of outgoings	Estimate of lessee's annual liability
local government rates and charges	\$1,318.00
electricity	per Lessee's use
gas and oil	per Lessee's use

Category of outgoings	Estimate of lessee's annual liability
water and sewerage rates and charges	\$283.00
sewerage disposal and sullage	
energy management systems	
air conditioning/ventilation	per Lessee's arrangements for routine maintenance
building intelligence and emergency systems	
fire protection	per Lessee's arrangements for routine maintenance
ISS security	\$105.00
lifts and escalators	
public address/music within Premises	per Lessee's arrangements for routine maintenance
Building Insurance	\$349.00
public telephones	
insurance: public liability, plate glass, fixtures and fittings	per Lessee's own policies
pest control	per Lessee's arrangements for routine maintenance
uniforms	
car parking	
child minding	
gardening	per Lessee's arrangements (where the Premises includes garden)
Cleaning of premises	per Lessee's arrangements
audit fees	
management costs	
maintenance and repairs	per Lessee's arrangements
other	
Emergency Services Levy	\$173.00
Common Area Expenses – Cleaning	\$1,504.00
Electricity	\$461.00
Fire Protection	\$12.00
Total	\$4,205

[Tick 1 box.]

- ☐ The lessee is liable for the full amount of the outgoings.
- ☒ The lessee is liable for a proportion of the outgoings calculated according to the following formula:
[If different according to category, provide category and formula in each case.]

Where an outgoing is solely referable to the premises then the Lessee's Proportion is full amount. The Lessee Proportion of Arcade Cleaning, Electricity, ESL, Insurance, Security, Land Tax, SA Water and Fire & Safety is 14.28%.

6—Margin of profit

- ☒ The amount the lessee is required to pay towards outgoings does not include a margin of profit for the lessor.

- ☐ The amount the lessee is required to pay towards outgoings includes a margin of profit for the lessor as follows:
[Provide the percentage profit or the basis on which the profit is to be calculated.]

Part 4—Other monetary obligations

7—Other

- ☐ The lessee will not be liable for any other kinds of monetary obligations.
- ☒ The lessee will also be liable for the following kinds of monetary obligations:
[Provide details of other kinds of monetary obligations and, if possible, an estimate of the annual cost of complying with those obligations.]
- Lessee must pay GST in addition to any amount due under this lease, whether the amount is a payment for a taxable supply (including without limitation rent and outgoings).
 - One half of preparation costs for Memorandum of Lease. (One half of \$770 if there are no special condition, and if there are no changes are required to be made to the Lease. Special Conditions and changes will incur additional costs.) One half of all search fees – Certificate of Title search (one half of \$30) , ASIC company search fee for each party which is a company (per search - one half of \$20)
 - All costs associated with registering the Lease, if registration is required by the Lessee –subject to the Retail and Commercial Leases Act 1995.
 - All preparation costs for Extension of Lease, if Lessee extends the Lease.
 - Lessee to paint the Premises as noted in the Agreement to Lease and/or Reference Schedule to the Lease.
 - All lessor's costs associated with/incurred as a result of any request by Lessee.

IMPORTANT - NOTICE

Exclusion of warranty of fitness for purpose

Retail and Commercial Leases Act 1995: Section 18

Retail and Commercial Leases Regulations 2010: Regulation 6

The landlord does not warrant that the premises you are about to lease will for the duration of your lease be structurally suitable for the type of business that you intend to carry on.

Appendix B—Retail shopping centre details

1—Shopping centre details

Name of shopping centre:

Address of shopping centre:

2—Number of shops and lettable area

Total number of shops in shopping centre:

Total lettable area of shops in shopping centre:

3—Parking facilities at shopping centre

Number of parking bays for customers of shop:

Number of parking bays for lessee and lessee's employees:

4—Facilities and services provided by lessor

The lessor provides the following facilities and services:

[Describe nature of facilities and services.]

5—Proposed changes to shopping centre

[Tick 1 box.]

- ☐ No changes to the shopping centre are proposed.
- ☐ It is proposed to make changes to the shopping centre as follows:
[Describe the nature of the changes including any changes to the buildings, parking and surrounding roads and, if a development application is to be lodged, details of when and with whom it is to be lodged. Attach details (in attachment marked "Proposed changes to shopping centre") or include details of where to obtain further information.]

6—Core trading hours

Core trading hours:

7—Current tenant mix and any proposed changes

The current tenant mix is shown on the attachment marked "Current tenant mix" comprised of a floor plan showing tenancies and common areas.

[Tick 1 box.]

- ☐ No changes to the current tenant mix are proposed.
- ☐ It is proposed to change the current tenant mix as follows:
[Describe changes or show on attachment marked "Proposed changes to current tenant mix".]

The lease may contain provisions governing the process for changes to the tenant mix.

8—Introduction of competitor

[Tick 1 box.]

- ☐ The lessee is assured that the current tenant mix will not be altered to the lessee's disadvantage by the introduction of a competitor.
- ☐ The lessor is not prepared to give the lessee an assurance that the current tenant mix will not be altered to the lessee's disadvantage by the introduction of a competitor.

9—Tenant association

[Tick 1 box.]

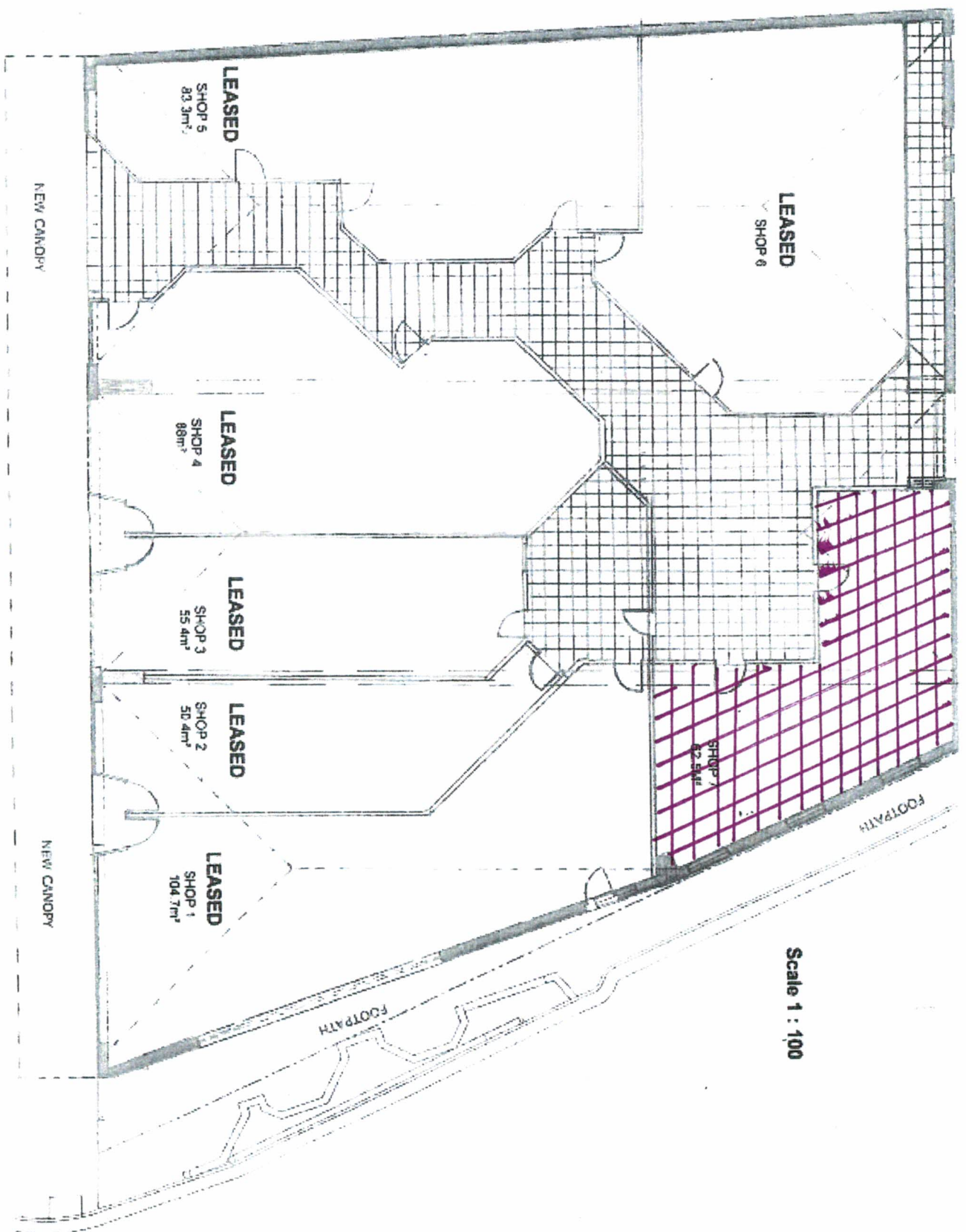
- ☐ There is no tenant association for the centre.
- ☐ The attachment marked "Details of tenant association" gives details of the nature of the tenant association for the centre, the voting rights of members and the contributions payable by members.

10—Advertisement etc of shopping centre

[Tick 1 box.]

- ☐ Contributions are not required towards the costs of advertising and promoting the shopping centre.
- ☐ The following is an estimate of the annual contributions that are or may be required towards the costs of advertising and promoting the shopping centre:

[Insert estimate.]



Scale 1 : 100