

OFFER TO LEASE

DATE: 10 August 2022

TO: YFG Shopping Centres Pty Ltd ACN 056 974 844 ATF The Fu Family Trust
& Trondage United Pty Ltd ACN 163 695 065 ATF the Lin Family Trust No. 2

C/- Alison Pashley
Centre Manager
Retail First Pty Ltd
Redbank Plaza
1 Collingwood Drive - PO Box 1
Redbank Q 4301
ph - 07 3288 5511
e - apashley@retailfirst.com.au

I/WE: Kerry Perrett as an authorised representative of
Senior Property Officer (Tenure)
Legal and Governance Branch
Corporate Services Department
Ipswich City Council
ph: 07 3810 6295
e: Kerry.perrett@ipswich.qld.gov.au

Lessee Entity: Ipswich City Council

Trading As: Ipswich Libraries

Offer to lease the premises described below on the following terms and conditions:

I/We acknowledge the complete terms and conditions will be contained in documentation prepared by the Owner's solicitors.

COMMERCIAL TERMS

1. **Premises:** Shop 3322 + Shop 3321, (as shown on Annexure A) (new combined shop to be known as Shop 3322)
2. **Area of Premises:** 543m² approx (subject to final survey)
3. **Base Rent:** \$100,000 per annum exclusive of GST
4. **Annual Base Rent Reviews:** CPI - Consumer Price Index - Brisbane.
- ~~5. **Percentage Rent:** N/A % of annual turnover above the natural threshold of \$ ex GST, adjusted annually in line with rent reviews. If annual turnover is less than the threshold amount, then no percentage rent is payable for the period. The Tenant will provide audited turnover figures to the Owner, monthly as requested, regardless of whether percentage rent is payable.~~
- ~~6. **Promotions Fund Levy:** N/A \$ per annum exclusive of GST paid by monthly instalments in advance subject to annual reviews in the same manner as the Base Rent.~~
7. **Lease Term:** Five (5) years
8. **Handover Date:** Estimated as 1 Jan 2023 [date to be confirmed]
9. **Commencement Date:** Estimated as 1 Jan 2023 [date to be confirmed]
- ~~10. **Fitout Period:** 14 days from the Handover Date. Base rent, contributions to outgoings, promotions levy and consumption charges are payable during this period.~~

11. **Permitted Use:** a) Public Library
b) Associated administration and storage.
12. **Outgoings:** \$91,614.96 per annum (543m² x \$168.72/m²) exclusive of GST for the financial year commencing on 1 July 2022. Outgoings are to be paid by monthly instalments in advance subject to annual reviews. The Tenant will contribute its proportion of the Outgoings for the centre based upon the lettable area of the Premises compared to the lettable area of the Centre. The Tenant's estimated proportion of Outgoings for the Centre must be paid by equal monthly instalments in advance.
13. **Consumption Costs** The Tenant will pay for its own electricity consumption, electricity consumed by any individual air conditioning unit in the Premises, water charges, gas charges, pedestal charges, telephone or internet charges, cleaning of the Premises, insurance (including public risk and plate glass) and the costs of outgoings that are attributable to the Tenant because of the Tenant's use of services or facilities.
14. **Core Trading hours:** The Tenant is required to trade from the Premises during the core trading hours of the centre. The Tenant must trade during these hours to the extent permitted by law. The Core Trading Hours may change from time to time.
- | | |
|---------------------------|---|
| Monday: | 9:00am - 5:30pm |
| Tuesday: | 9:00am - 5:30pm |
| Wednesday: | 9:00am - 5:30pm |
| Thursday: | 9:00am - 9:00pm |
| Friday: | 9:00am - 5:30pm |
| Saturday: | 9:00am - 4:00pm |
| Sunday & Public Holidays: | Optional as per the Queensland 'Trading (Allowable Hours) Act'. |
- The tenant will trade the following hours subject to change in accordance with community needs.
- | | |
|---------------------------|---|
| Monday: | 10:00am - 5:00pm |
| Tuesday: | 1:00pm - 5:00pm |
| Wednesday: | 10:00am - 5:00pm |
| Thursday: | 11:00am - 7:00pm |
| Friday: | 10:00am - 5:00pm |
| Saturday: | 9:00am - 12:00pm |
| Sunday & Public Holidays: | Optional as per the Queensland 'Trading (Allowable Hours) Act'. |
15. **Extended Trading Hours** The Tenant will pay its proportion of the cost of opening the centre outside of the Core Trading Hours, whether that be alone or as part of a group of retailers. These charges will be calculated on a 1/2 hourly rate and charged to the nearest 1/2 hour.
16. **GST:** All sums specified in this offer (unless otherwise specified) are quoted exclusive of GST. The Tenant is liable for all GST payable in respect of taxable supplies made by the Owner to the Tenant under the lease. Without limitation, the Tenant is liable for all GST payable on Base Rent, and (if applicable) Percentage Rent, Outgoings, Promotions Fund Levies, Merchants Association Contributions and other amounts due from the Tenant under the lease.

17. **Payment Requirements:** Rent is payable on the first day of each month in advance and the Tenant will make payments to the Owner in such manner, such as EFT or direct debit, as the Owner may direct.

SECURITY

- ~~18. **Deposit:** The Tenant will pay a deposit to Retail First for the sum of one (1) month's Base Rent, Outgoings and Promotions Fund Levy including GST upon the Owners acceptance of this offer. The Deposit will be credited toward the first month's payments due under the lease. If the tenant withdraws from this offer, they will forfeit the deposit to the owners.~~
- ~~19. **Bank Guarantee/ Security Deposit:** A bank guarantee or security deposit equal to three (3) months Base Rent, Outgoings and Promotions Fund Levy (plus GST) at the commencement of the lease will be required to be provided to the Owner when the lease documents are executed.~~
- ~~20. **Personal Guarantee:** Where the Tenant is a company, the officeholders and shareholders of the Tenant will provide a personal guarantee of the performance of the Tenant in the form required by the Owner's solicitors~~
21. **Public Liability Insurance:** The Tenant and its contractors are to provide and maintain a minimum cover of twenty million dollars (\$20,000,000.00).

FITOUT

22. **Fitout Approval:** The Tenant must provide professionally prepared design plans and complete a full fitout of the premises in accordance with the Owner's fitout requirements as noted in the Fitout Manual and as approved in writing by the Owner's consultants. This includes new fixtures, fittings, full height shopfront, plaster ceiling and signage to a first-class standard.
- The tenant is responsible for all costs associated with the fitout of the premises and all approvals required by government authorities or the owner's consultants (including but not limited to mechanical, electrical, structural, hydraulic, traffic and fire services) required by the owner.
- ~~23. **Design Review Fees** The Tenant will pay the costs of the Owner's retail design manager. This fee is approximately \$2,500 to \$3,500 plus GST.~~
24. **Owner's Fitout:** The Owner will provide the Premises in 'as is' condition.
25. **Hoardings** The Tenant will pay the costs associated with hoarding the tenancy during the fitout period.

LEASE DOCUMENTS

26. All lease documentation shall be prepared at the Owner's expense by the Owner's solicitors and will be in the form normally adopted by them for the Owner. All duties act duty (if any), and registration fees, will be the Tenant's responsibility.

Should a new survey plan need to be completed due to the alteration to the shop area and/or shopfront or to meet the standard set by the Registrar of Titles then this will be at the Tenant's cost. These fees are estimated at \$500.00 plus GST.

The Tenant will sign the lease documents prepared by the Owner's solicitors and pay all associated outlays within ~~fourteen (14)~~ thirty (30) days of presentation of those documents to it.

Occupation of the Premises will not be granted until the lease documentation has been executed to the satisfaction of the Owner's solicitors, all outlays payable by the Tenant have been paid, the Tenant has provided the required Bank Guarantee, if any, and (if applicable) provided the requisite Retail Shop Leases Act Legal & Financial Advice Report.

ACKNOWLEDGMENTS

27. The Tenant acknowledges that:
- a) Acceptance of any offer is at the total discretion of the Owner
 - b) no promise, representation, warranty or undertaking has been made to the Tenant in relation to the potential of the Premises to be leased or the size or potential of the other shops or the Centre.
 - c) the Permitted Use does not imply any form of exclusivity.
28. The Owner and the Tenant acknowledge and agree that they will be bound by an agreement to lease upon the terms of this offer to lease upon the later of:
- a) the date which is 7 days after the Tenant receives a lessor disclosure statement under section 21B of the Retail Shop Leases Act 1994 (Qld) and a draft of the lease; and
 - b) the date upon which the Tenant receives written notice of the Owner's acceptance of this offer to lease.

CONSENT TO COMMUNICATE AND RECEIVE ELECTRONIC INFORMATION

29. By signing this offer to lease, the Tenant gives consent in accordance with the Electronic Transactions (Queensland) Act 2001 (Qld) and the Spam Act 2003 (Cth) to receiving information from the Owner and/or Retail First via electronic communication to any email address or facsimile number provided by the Tenant to the Owner and/or Retail First. This consent will apply to all communications permitted to take place electronically by law including but not limited to the giving of disclosure under the Retail Shop Leases Act 1994 (Qld). It is the Tenant's responsibility to notify the Owner and/or Retail First of any change to its e-mail address or other contact information.

SPECIAL CONDITIONS

1. Except where the Tenant is a sitting Tenant, this offer is subject to the Owner securing vacant possession.
2. Any alterations to any tenancy services (ie plumbing, air conditioning, fire etc) due to the Premises design layout is to be at the Tenant's cost.
3. Subject to the Owner's final approval.
4. Subject to approval from Ipswich City Council CEO
5. Lessor Works to be agreed and capped at a maximum of \$200,000 plus GST.

REPRESENTATIONS

The following promises, representations, warranties or undertakings have been made to the Tenant:

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Dated this day of 2022

SIGNED BY: as an authorised representative, of Ipswich City Council

Name.....

Name

Signature

Signature

WITNESSED By:

Name

Name

Signature

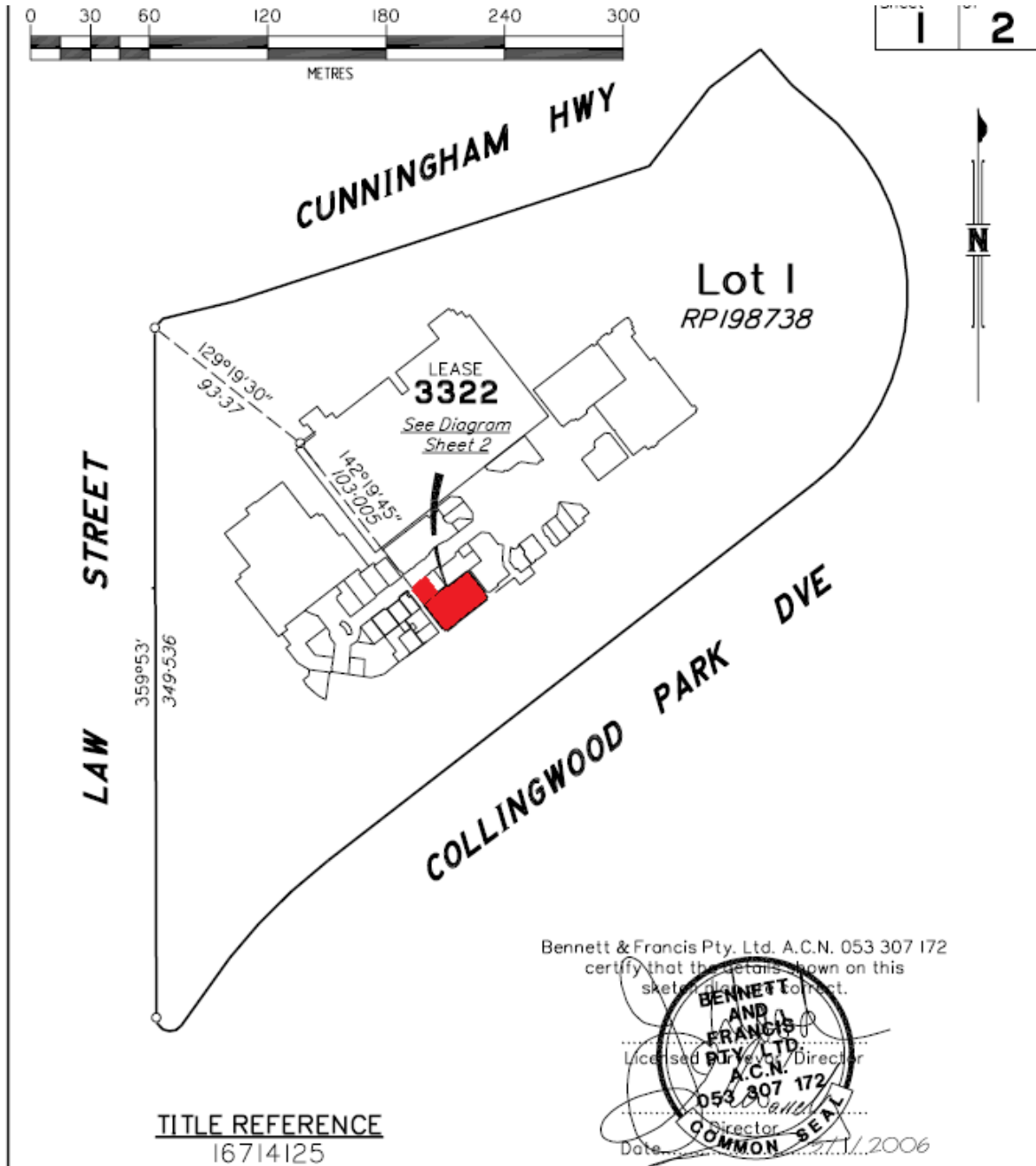
Signature

ACCEPTED BY YFG Shopping Centres Pty Ltd as Owners

this day of 2022

.....
For and on behalf of YFG Shopping Centres Pty Ltd

Annexure A - Premises Plan



PLAN FOR LEASE PURPOSES.

(Being part of Level 3 of a Shopping Complex.)

Of LEASE 3322,
In Lot 1 on RP198738
Orig Sub Allot 52&53,
Parish of Goodna,
County of Stanley.

ALL AREAS SHOWN HEREON ARE
CALCULATED TO THE NEAREST
SQUARE METRE.



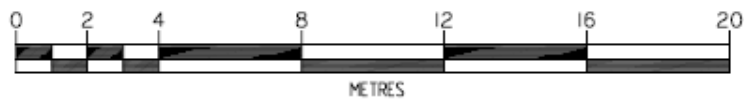
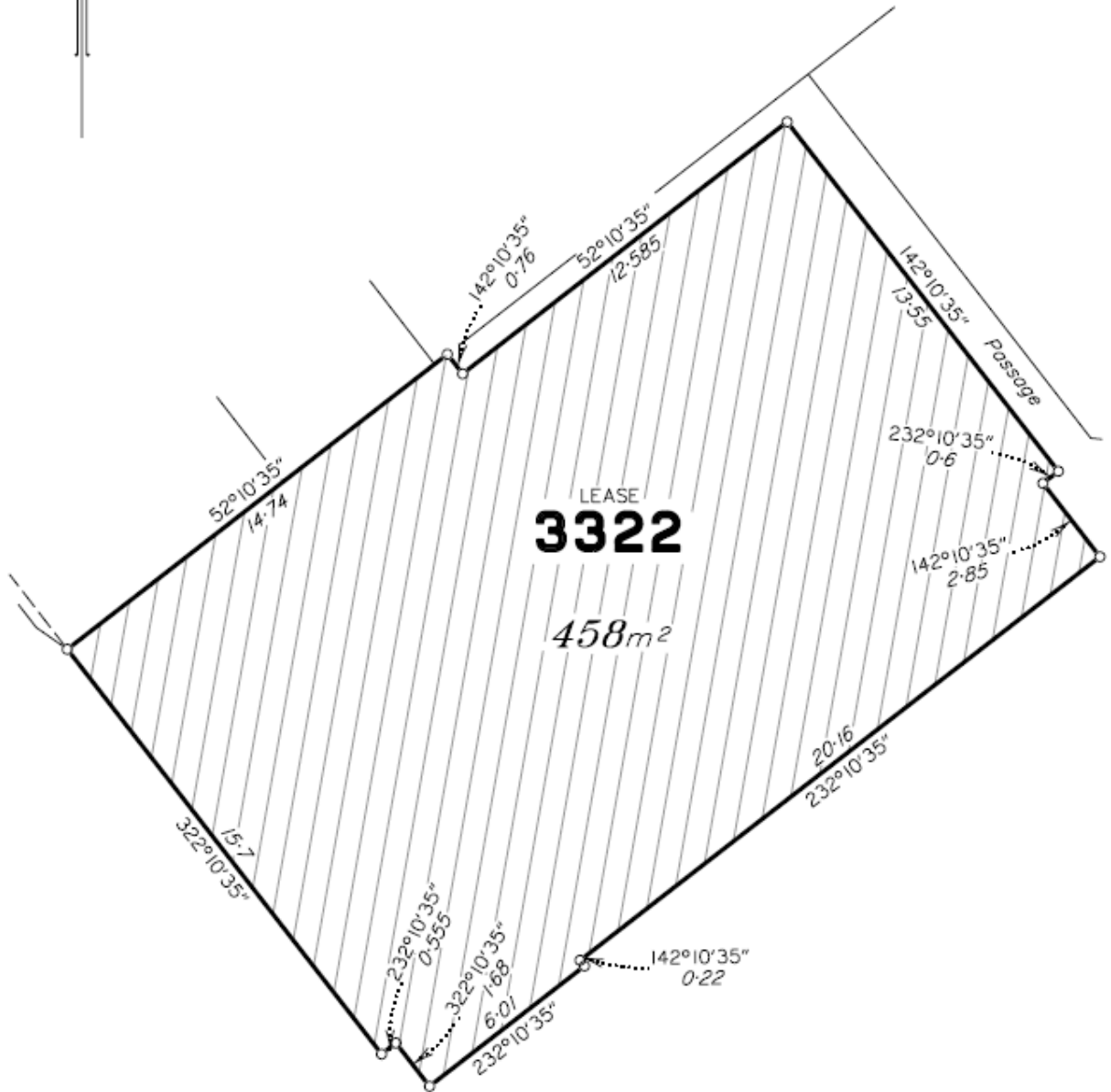
Bennett & Francis Pty. Ltd.

Surveying, Cartography, Computing,
Mapping, Town Planning.
ACN. 053 307 172

35 Peel Street,
South Brisbane. Q.4101,
Phone (07) 3239 5444
<http://www.bfsurveys.com.au>

Drawn NB	Date 1-12-05
F.W. TG	F.B. 05-046
File 01828701	Checked JRW
Plan Size A4	Approved JRW
Plan Ref. 018287.01	

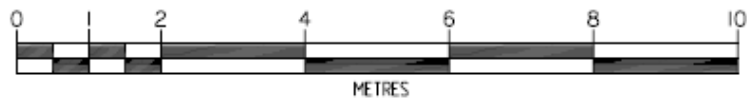
DIAGRAM



Tenancy measured in accordance with Gross Lettable Area
 – Retail (GLAR) as defined in Property Council of Australia
 Limited March 1997 Method of Measurement.

Plan Ref.
018287.01

DIAGRAM



Tenancy measured in accordance with Gross Lettable Area
 – Retail (GLAR) as defined in Property Council of Australia
 Limited March 1997 Method of Measurement.

Plan Ref.
018580.01