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AGREEMENT BETWEEN D&I SHOPFITTING & KOMACHI JAPANESE

The Agreement between KOMACHI JAPANESE and D&I SHOPFITTING FAMILY TRUST (the "Agreement") is effective the date of 23 AUGUST 2022 D&I Shopfitting Family Trust (the "Contractor"), a company organized and existing under the laws of the QLD, with its head office located at:

U1, 73-75 STEEL STREET CAPALABA QLD 4157.

KOMACHI JAPANESE (the "Owner"), a company organized and existing under the laws of the QLD, with its located at T3A, Coomera City Centre, City Centre Drive, Upper Coomera QLD 4209 WHEREAS, Owner finds that the contractor is qualified to perform the work, all relevant factors considered, and that such performance will be in furtherance of Owner's business.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and intending to be legally bound, the parties hereto agree as follows:

1. MATERIAL AND LABOUR PROVIDED

The contractor agrees to provide all of the material and labor required to perform the following works:

DESCRIPTIONS:
STAINLESS STEEL WORK <ul style="list-style-type: none">-Stainless steel prep table with splash back - 1800 x 600 x 900.-SS bench w/adjustable feet and shelf under - 300 x 800 x 900.-Stainless steel preparation station (self assembly) with 2 tier gantry - 1800 x 800 x 900.-Custom SS bench with integrated wash sink and 300mm high splash back to 3 sides.-Allow for anti-spill front edge, adj. feet & spray arm - 1350 x 700 x 900 (+ 300 splash back).-SS Sinks and basins:<ul style="list-style-type: none">3 Monkeez cleaners sink with grate and legs.31.2 Ltr. Model: AB-CS-L. 90mm outlet. 532 x 500 x 202.Brayco Narrow Food Prep Sink - 665 x 450 x 900.Wall mounted handbasin. Allow for cold/hot flick mixer and wall mounted.-SS liquid soap and paper towel dispensers - 430 x 380 x 200-SS Shelves:<ul style="list-style-type: none">3 x 600 x 3003 x 1500 x 3002 x SS pot racks - 1200 x 300-1 x Vogue gastronorm racking trolley - 380 x 557 x 1700.-SS shelf rack (this may not be possible as must maintain min. 850mm circulation space. Once walls lined and cooking equipment in then reasses) - 1300 x 150.-SS extraction canopy - 3000 x 1100 x 1000<ul style="list-style-type: none">Allow for built-in lighting. Allow for 150mm overhang beyond equipment to 3 sides (NOT include fan and motor).-SS splash back for canopy.-SS wall end capping - 100mm wide x 3000mm high.-Wall end capping - Allow for returns to finish edge of walls.



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FLOOR

- Install new floor finishes throughout as per the floor finishes plan.
- Allow for waterproofing for the kitchen and front of house servery area.
- Coving.
- Floor grading to floor waste.
- Demising strips as per the floor finishes plan.

JOINERY

- J01
 - 1 x Overhead cupboard - 1050 x 450 x 1000.
 - White HMR - Allow for 2 x adj. shelves to be wall mounted.
- J02
 - 1 x Overhead cupboard - 1500 x 700 x 900.
 - White HMR - Allow for 2 x adj. shelves to be wall mounted.
- J03
 - 1 x Counter - 1000 x 500 x 1000.
 - Allow for power and data.
- J04
 - 1 x Two way swing door.
 - 1 x Full height Storage door.

WALL AND CEILING PAINT AND TILES

- All partition walls.
- P1 Washable white ceiling paint for the kitchen ceiling to be met the council health standards.
- P2 White ceiling paint for the front of house dining area ceiling.
- T1 Brunswick white KIT KAT tiles matt finish – 296mm x 300mm tiles on wall.
- T2 White ceramic wall tiles with white grout for the kitchen walls – 300mm x 300mm.
- New set plasterboard ceiling throughout.

ELECTRICAL

- FRONT OF HOUSE - F01,2,3,4,5,6,7.
- 7 x Double GPO 10amp.
- F08 Wired in 2400 illuminated shopfront signage.
- F09 Wired in 2000 wall light.
- F10 Wired in 1500 LED menu board.
- F11 Double GPO 10amp – 2200 LED menu board.
- BACK OF HOUSE - B01,02,03.
- 3 x Double GPO 10amp.
- 15amp Wired in.
- Turbo fan oven - B05,06,07.
- 3 x Double GPO 10amp.
- B08 15amp Wired in.
- Rice cooker.
- 15amp Wired in.
- 3 x Double GPO 10amp.
- 50 Litre hot water system - Wired in 3 phase
- Exhaust hood - Wired in 3 phase.
- B16 Double GPO.

LIGHTING

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- 7 x Recessed LED dimmable downlights.
- 5 x LED Flat panel.
- 1200 x 300 Back-Lit Panel - Tri-Colour.
- 1 x External wall light.
- LED Up/Down Outdoor Wall Light.

PLUMBING

- Connection all PVC pipe drainage and all taps.

SIGNAGE

- 1 x Internal illuminated to 3D fabricated shopfront signage.
- “KOMACHI” to be fabricated individually illuminated letter.
 - Opal acrylic returns and black opaque acrylic to the front face, and letters to be 50mm deep.
 - Power to be concealed.
- Mural signage to the wall graphic.
- Illuminated menu panel, illuminated shopfront.

MISC.

- Professional fees.
- Administration fees.
- Commercial cleaning.
- Material handling and delivery.

EXCLUSIONS

** Please note that the followings will NOT be included:

- CAT 1.
- Fire extinguisher.
- Shopfront.
- Cement boards.
- Approval fees.

shown by the drawings and described in the specifications prepared by D&I Shopfitting and provided by the Owner, which are identified by the signatures of the parties to this agreement and which form a part of this agreement.

The Contractor agrees to provide and pay for all materials, tools and equipment required for the prosecution and timely completion of the work. Unless otherwise specified, all materials shall be new and of good quality.

In the prosecution of the work, the Contractor shall employ a sufficient number of workers skilled in their trades to suitability perform the work.

2. PAYMENT

The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labour, the sum of \$ 143,000 (inc. GST) in the following manner:

10% of the total amount	Initial Deposit (upon the contact signed & returned)
40% of the total amount	2 weeks prior to the onsite work. (TBA by D&I Shopfitting)
40% of the total amount	Progressive Payment (TBA by D&I Shopfitting)

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10% of the total amount

Handover date

**** Please provide a proof of payment once each payment has done.*

3. WORK SCHEDULE AND COMPLETION OF THE WORK

The Contractor agrees that the entire work shall be completed no later than 6 weeks after starting at the site work commenced under no bringing issues from plumbing, electrical and approval parts of the works.

4. MODIFICATIONS TO THE WORK

All changes deviations in the work ordered by the Owner must be in writing, the contract sum being increased accordingly by the Contractor. Any claims for increases in the cost of the work must be presented by the Contractor to the Owner in writing, and written approval of the Owner shall be obtained by the Contractor before proceeding with the ordered change or revision.

5. ACCESS

The Owner, Owner's representative and public authorities shall at all times have access to the work.

6. CONFORMITY WITH DRAWINGS AND SPECIFICATIONS

The Contractor agrees to re-execute any work which does not conform to the drawings and specifications, warrants the work performed, and agrees to remedy and defects resulting, from faulty materials or workmanship which shall become evident during a period of one year after completion of the work.

7. INSURANCE COVERAGE

The Owner agrees to maintain full insurance on the above-described work during the progress of the work, in his own name and that of the Contractor.

The Contractor agrees to obtain insurance to protect himself against claims for property damage, bodily injury or death due to his performance of this agreement.

8. DELAYS

In the event of the Contractor is delayed in the prosecution of the work by acts of God, fire, flood or any other unavoidable casualties; or by labour strikes, late delivery of materials; or by neglect of the Owner; the time for completion of the work shall be extended for the same period as the delay occasioned by any of the aforementioned causes.

****NOTE:** the work schedule will be provided by D&I SHOPFITTING

9. NO ASSIGNMENT

Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall be the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

10. GOVERNMENT LAW

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This agreement shall be interpreted under laws of the QLD.

11. ATTORNEY'S FEES

Attorney's fees and court costs shall be paid by the defendant in the event that judgment must be, and is, obtained to enforce this agreement or any breach thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement of the day and year first above written.

OWNER

CONTRACTOR



Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

Insik cho
Director of D&I Shopfitting