

COMMERCIAL LEASE AGREEMENT

Item

Item Schedule

1. AGREEMENT

Clause 1(1)

THIS AGREEMENT is made on 14/2/20 at 18 REDFERN ST COWRA N.S.W.
Between the Landlord and the Tenant.

2. LANDLORD

Name: N J Healey Superannuation Fund
Address: CNR YOUNG RD PANIKEN STREET ACN: 36 233 138 134
COWRA NSW 2794 ABN:
Phone: _____ Fax: _____ Mobile: _____
Email: _____ Licence No.: _____ GST Registered: Yes / No

3. LANDLORD'S AGENT

Clause 23

Name: _____
Address: _____

Phone: _____
Email: _____

4. TENANT

Name/s: COWRA CONCRETE PRODUCTS PL DOB: _____
Address: CNR YOUNG RD PANIKEN STREETS COWRA NSW 2794
ABN: 34 102 950 907 Phone: _____ Fax: _____ Mobile: _____
Email: _____ GST Registered: Yes / No

5. GUARANTOR/S *If more than (2) Guarantors, attach additional names as a schedule to the Special Conditions*

Clause 34

(1) Name: _____
Address: _____ ACN: _____
ABN: _____
Phone: _____ Fax: _____ Mobile: _____
Email: _____
(2) Name: _____
Address: _____ ACN: _____
ABN: _____
Phone: _____ Fax: _____ Mobile: _____
Email: _____

6. PREMISES *(Includes all Landlord's fittings and fixtures)*

Clause 1(12)

Address: 69 YOUNG ROAD COWRA
Description: 250m² DWELLING (e.g. as shown on attached diagram)
Area of Premises: 1048 m² (approx.)

7. RENT

Clauses 1(6), 1(13), 4 & 24

Annual Rent year one: \$0.00 15,000 excluding / including / plus GST
\$0.00 payable weekly / fortnightly / monthly / quarterly in advance on the: _____
Other Information: _____
Rent Review Basis: CPI / Other (if other, see Special Conditions)
Date of Initial Rent Review: 14/2/21
And thereafter: _____ (e.g. annually)

14. OVERDUE MONIES Clause 32
 Interest charged: Yes No Interest Rate: _____ % per annum.

% of increases in Outgoings above the Base Year Outgoings where Base Year is 20
OR
 % of Outgoings
 Tenant's % of Outgoings: Tick **ONE** only
 Outgoings in addition to those specified in Clause 1(1):
 (1) LANDLORD TO PAY RATES
 (2) OTHER OUTGOINGS BY TENANT
 (see attached Outgoings Schedule if insufficient room)
 Payable: weekly / fortnightly / monthly / quarterly in advance on the:
 Payable by Tenant: Yes No

13. OUTGOINGS Clauses 1(2), 1(11) & 8.1(5)

12. PERMITTED USE Clause 6.1

 Other: _____

11. TENANT'S INSURANCE Clauses 8.1(12) - 8.1(16)
 Public Liability cover: \$0

10.3 Period in which to exercise the option: (if no period is specified, notice shall be given no more than 6 and no less than 3 months from the date of expiry of the term.)
 Current Market Rent (see Clause 5.4) Other (e.g. CPI) (insert as a Special Condition)
10.2 Option Details: (1) Term: _____ (2) Rental Yr one: Tick **ONE** only
10.1 Option to renew given: Yes No

10. OPTION TO RENEW Clause 5
 (Note: It is advised that the Tenant obtain professional legal advice regarding the registration of a renewed lease)
 Lease Commencement Date: 14/2/20 Lease End Date: 14/2/23
 Lease Term: 3 YEARS

9. TERM Clauses 1(10) & 3.1
 Being, for the first year: \$ 0.00 excluding / including / plus GST
 The sum equivalent to _____ months gross rent plus GST.

8. SECURITY BOND Clauses 1(15) & 19
 Cash Bond **OR** Bank Guarantee **OR** Other form of security:
 Bank: _____ Branch: _____ BSB: _____
 Account Name: _____ Account Number: _____
 or any other account nominated by the Landlord.

7. RENT (Continued) Clauses 1(6), 1(13), 4 & 24
 Payable: as directed from time to time by the Landlord or the Landlord's Agent; or
 into the following account

15. SPECIAL CONDITIONS

Clause 31

[Empty box for special conditions]

16. SIGNATURES

The Landlord and Tenant agree to be bound by this Agreement which also includes conditions implied by Section 84 and Section 85 of the Conveyancing Act 1919 unless modified or amended by this Agreement.

Landlord: [Signature] Witness:
Tenant(s): [Signature] Witness(es):
Guarantor(s): Witness(es):

17. IF EXECUTED BY A CORPORATION (to be completed where the Landlord &/or Tenant is a corporation)
Note: A common seal need not be affixed.

Executed in accordance with Section 127 of the Corporations Act 2001.

Director: [Signature] Director/Secretary:
Print Name: Neville Healey Print Name:
Date: / / Date: / /
[Repeat for additional directors/secretaries]

Surrender of Lease

NOTICE

In consideration of \$0.00, receipt of which hereby acknowledged, the Tenant surrenders all the Tenant's estate and interest in the Lease and the Landlord accepts a surrender of the Lease such that the residue of the unexpired term will merge in the freehold reversion and be extinguished on the signing of this surrender.

SIGNATURES

Dated this ___ day of ___ 20___
Landlord: Witness:
Tenant: Witness: