

COMMERCIAL LEASE

Suitable for small office buildings, factories and shop premises which are not the subject of the *Retail Leases Act 1994* where the term of the lease (including the period of any option) does not exceed three years.

This Lease is made in duplicate on _____,
at Killarney Heights in the State of New South Wales.

PARTIES

Between EMMC Super Pty Ltd at The Serich Superannuation Fund Landlord
(Name, address and ABN)
109 Bobbin Head Road, Turramurra NSW 2074 ABN 85328158848

whose agent is VENTURE CREEK PTY LTD Agent
(Name, business address and ABN)
89 Tramore Place, Killarney Heights NSW 2067 ABN 16100812351

and WALTER BUCKNELL M: 0408 881 998 Tenant
(Name, business address and ABN)
3 Strabane Ave, Killarney Heights NSW 2087

NIL Guarantor
(Name, business address and ABN)
NIL

GST REGISTRATION

The Landlord is registered for GST. Yes No
The Tenant is registered for GST. Yes No

PREMISES

The Landlord leases the premises known as 9/11-15 Tramore Place, Killarney Heights (the Premises) including all fixtures listed in the inventory which is signed by all parties and attached as part of this lease.

PERMITTED USE

The Premises shall be used only as office space.

RENT

Except as otherwise provided the rent shall be \$ 1487.20 / month (incl GST) per month commencing on 01/10/2021, and payable in advance by the Tenant on the 12th day of every month to the Landlord/Agent at the above address or at any other reasonable place as the Landlord/Agent notifies in writing.

TERM

The term of the lease shall be 2 years, with 1 year option commencing on 01/10/21 and ending on 30/06/2022.

OPTION

Subject to Clause 29 of this lease the Landlord/Agent offers a renewal of this lease for a further term of (1) one years.

HOLDING OVER

Unless either party gives the other written notice of termination in accordance with Clause 30a, the lease shall continue as a periodic lease from month to month at the same rent or at a rent to which both parties agree.

OUTGOINGS (tick applicable box)

The Tenant's percentage of outgoings to be paid in accordance with Clause 17a is 0 (NIL) %
OR
 The Tenant's percentage of any increases in outgoings to be paid in accordance with Clause 17b is _____ %

BASE YEARS

Municipal Rates: NIL
Water and Sewerage Rates: NIL | NIL
Land Tax: NIL

INSURANCE

The amount of cover for public liability referred to in Clause 15e is \$ 20,000,000

CONDITIONS

The parties agree to the conditions set out above and on the following pages and also to those conditions implied by Sections 84 and 85 of the *Conveyancing Act 1919*, which are not expressly negated or modified by this lease.

NOTE It is advisable for the Tenant to insure the Tenant's own property