# M & N FRAZER SUPERANNUATION FUND

## **LEASE AGREEMENT**

## THIS LEASE AGREEMENT IS MADE:

BETWEEN:

THE TRUSTEE FOR THE M & N SUPERANNUATION FUND

(ABN 25 753 710 818) 54b Pearl Parade Scarborough WA 6019

'The Owners'

M & N Superannuation Fund, as owner of 1/3 Langar way Landsdale

AND

EVERGREEN SYNTHETIC GRASS PTY LTD (ABN 36 086 981 162) AS TRUSTEE

FOR THE M & N TRUST T/A EVERGREEN

23 Langar Way Landsdale WA 6065

'The Lessee'

#### WHERE AS:

The Lessee will lease the entire property -1/3 Langar way Landsdale WA 6065 from the Owners with no exceptions.

The Lessee will be totally responsible for all activities on the premises.

The Lessee wishes to lease the property from the Owners and the Owners wish to lease the property to the Lessee under the terms and conditions set out in this agreement.

#### THEREFORE THE PARTIES AGREE AS FOLLOWS:

#### 1. TERM:

- 1.1 The Agreement will commence immediately will continue for a period of five(5) years.
- 1.2 Prior to the expiration of the Agreement the Owner shall negotiate with the Lessee to continue the Agreement on an annual basis on the same terms and conditions unless one party gives to the other not less than one (1) years notice in writing that it wishes to terminate the agreement.
- 1.3 Should no new lease be negotiated prior to the five period expiring, this lease shall remain in force on the existing terms and conditions until such time as one party gives the other three (3) months notice in writing that it wishes to negotiate a new lease or terminate the agreement.

## 2. OPERATION AND DEVELOPMENT

2.1 The Lessee is responsible for all the ongoing costs of the property except property insurance.

#### 3. MAINTENANCE:

- 3.1 The Lessee will be wholly responsible for the maintenance, replacement, repair and renovation of the yards, gardens, fences and all the buildings on the property to ensure they are at all times kept in good condition.
- 3.2 The Lessee will ensure the yards and buildings are kept clean, tidy and free from rubbish at all times. The gardens shall be maintained in a satisfactory state.

#### 4. ALTERATIONS:

4.1 The Lessee agrees not to make any alterations to the property, buildings and yards without the prior consent of the Owners which may not be unreasonably withheld having regard to the permitted use and is compliant with all Government requirements and approvals.

### 5. RENT PAYMENT AND REVIEW:

- 5.1 The Lessee agrees to pay to the Owner the agreed monthly rent on the 1<sup>st</sup> day of each month.
- 5.2 Rent is calculated from comparable commercial rates
- 5.3 The rent will be reviewed annually and will apply from 1 July each year.

# 6. INSURANCE:

- 6.1 The Owner agrees to keep all buildings insured
- 6.2 The Lessee agrees to maintain a Public Risk Liability Policy and all other insurances as necessary.

SIGNED FOR AND ON BEHALF OF THE OWNERS  Nicola Frazer for The Trustee for The M & N Superannuation Fund (ABN 25 753 710 818)	1st July 2022.
signed in the presence of	
Tamati Mako	
SIGNED	
J. Maple	1st July 2022
SIGNED ON BEHALF OF THE LESSEE	
Nicola Frazer for Evergreen Synthetic Grass as trustee for The M & N Trust T/a Evergreen	Ist July 2027.
signed in the presence of	
Jamati Mako	
SIGNED T. Marker	1st In/42022