

To

Goodall & Co.

ATTENTION ~~Spicer~~  
Lindy.

FROM. Lee Boden

FAX No. 9434 1694

Pages Incl. header 8

FAXED 1-30 8/12/17.

Spoke to  
Lindy

**DEED OF VARIATION AND EXTENSION OF LEASE**

**BETWEEN**

**BOELEN SUPERANNUATION FUND**

**("LESSOR")**

**AND**

**AFFORDABLE AUTOS PTY LTD**

**("LESSEE")**

**PREMISES:**

**13B DIXON ROAD,  
ROCKINGHAM**

THIS LEASE IS EXECUTED ON THE                      DAY OF                      20(    )

BETWEEN

(The Lessor described in the Schedule)

AND

(The Lessee described in the Schedule)

## RECITALS

- A. The Lessor is owner of the Premises described in the Schedule.
- B. The Lessor has agreed to lease the Premises and Lessee has agreed to accept the Lease to the Premises.

## CONDITIONS OF LEASE

### 1. DEMISE

The Lessor hereby leases to the Lessee and the Lessee takes on lease, the Premises delineated in red on the plan annexed hereto for the Term, subject to the payment of Rent as specified in the Schedule.

### 2. LESSEE'S ACCESS TO PREMISES

The Lessor hereby grants the Lessee right of entry and access over the land available for use by the Lessee in common with others once copies of all relevant insurance policies have been supplied to the Lessor. One (1) Month's Gross Rent must also have been forwarded prior to entry.

### 3. GROSS RENT

The Lessee covenants to pay the Gross Rent in the amount and at the times specified in the Schedule and **must** be paid by **EFT** on the 1st of every Month to:

BOELEN SUPERANNUATION FUND  
WEST PAC a/c 308950  
BSB 036074

This is an essential term of this lease.

### 4. GOODS AND SERVICES TAX

- 4.1 If the Lessor is liable by law for any tax in the nature of a supply or goods and services tax levied or imposed by the Commonwealth of Australia ("GST") on the Rent and any other payment by the Lessee to the Lessor under this Lease, then the Lessee must pay to the Lessor the amount of the GST at the same time and in the same manner as the Rent.
- 4.2 As a pre-condition of any payment of GST by the Lessee for rent, the Lessor must issue to the Lessee a tax invoice before the Lessee is due to pay the Rent and for any other payment by the Lessee to the Lessor under this Lease, the Lessor must issue to the Lessee a tax invoice within 7 days of the payment being made.

### 5. STRUCTURE

The Lessor will at all times maintain the integrity of the Premises, fair wear and tear accepted. The Lessee must not undertake any actions that are detrimental to the integrity of the Premises.

**6. CLEANING & CLEANING OF STORM WATER DRAINS**

The Lessee at its sole cost shall keep the leased area clean and tidy including having the storm drains on the property annually cleaned and maintained by a professional in that field. The Lessee will provide a copy of the receipt for such works on an annual basis but in any event prior to 29 September every year of occupation.

**7. USE**

The Lessee shall be permitted to use the Premises for any purpose that is supported/permitted by the current and future local Town Planning Schemes. The Lessee is liable to ensure all approvals are in place for the proposed use.

**8. NUISANCE**

The Lessor shall cause no nuisance to the Lessee in its use of the Premises.

**9. ASSIGNMENT OR SUBLETTING**

The Lessee may only assign or sub-lease with the prior written approval of the Lessor which may not be unreasonably withheld.

**10. YIELDING UP**

The Lessee, upon expiration of the Term, shall be required to leave the Premises in a clean and tidy state and removal all signage. The Lessee shall have the right to remove fixtures and fittings installed or purchased by the Lessee, and will make good any damage caused by the removal of any fittings or fixtures.

In any event, the tenancy must be return in an equivalent standard as per the lease commencement. Any Lessor equipment within the premises must be serviced at the Lessee expense prior to the lease expiry or eventual vacating, whichever is the earlier.

**11. INDEMNITY AND INSURANCE**

**11.1 INDEMNITY**

The Lessee will indemnify the Lessor from and against all claims, demands, actions, suits and proceedings where the liability therefore arises in whole or in part as a result of any act or omission of the Lessee or any of its officers, servants, employees or agents which act or omission is negligent or unlawful or otherwise not in accordance with the provisions of this Agreement.

**11.2 PUBLIC LIABILITY INSURANCE**

The Lessee will effect and maintain, throughout the term of lease, a Public Liability Insurance Policy, including extensions for Tenant's Liability and Liability Under Lease, in the name of the Lessee with the interests of the Lessor noted. Such Policy will provide cover against such risks including the liability of the Lessee to the Lessor under Clause 11.1. The Lessee will whenever required to do so provide the Lessor with a copy of the Insurance Policy document and such other evidence as the Lessor may reasonably require to show that the Policy is in full force and effect.

**11.3 PROPERTY INSURANCE**

The Lessor will effect and maintain throughout the term of lease, Property Insurance for loss of or damage to the premises specified in Clause 3 of the Schedule. The Lessee must not undertake any actions which may cause the insurance to become void or invalid.

Clause 11 is an essential term of this lease.

**12. HOLDING OVER**

In the event that the Lessee continues to occupy the Premises after the lease expires without having exercised any option of renewal, the Lessee shall become a monthly tenant at the current rental and on the same lease terms and conditions. The tenancy shall be determinable on one months notice by either party at any time.

13. **LEGAL COSTS AND STAMP DUTY**

The Lessee shall pay stamp duty on this lease (if any), and each party shall be responsible for its own legal costs involving negotiations for and the preparation and execution of this lease.

14. **NOTICES**

Notices shall be deemed to be served if served in accordance with Section 135 of the Property Law Act 1969 WA (as amended). The forwarding address for service of Notices must be "**Mr & Mrs Robbert & Lee Boelen, PO Box 167 DONGARA 6525**".

15. **UTILITY SERVICES**

The Lessee must ensure all utility services (power, water, phone) are in the name of the Lessee.

16. **CAR HOIST**

It is acknowledged and agreed that the Lessor is the owner of the car hoist. The Lessee is permitted use of the car hoist on the basis that the Lessee take all responsibility associated with the use of the hoist. The Lessee indemnifies the Lessor against all claims and will always ensure the Hoist is used in accordance with best practice as aligned with the manufactures specifications.

Furthermore, the Lessee at the Lessee's cost will ensure the Car Hoist is annually serviced and is always in sound working order.

17. **ELECTRIC FENCE**

It is acknowledged and agreed that the Lessor is the owner of the perimeter electric fence. The Lessee, at the Lessees cost will be responsible to maintain, repair and keep an account with a registered electric fence monitoring and maintenance company during the duration of the lease and any option to extend. The Lessee indemnifies the Lessor against all claims and liabilities associated with this lease.

**SCHEDULE**

1     **LESSOR:**

BOELEN SUPERANNUATION FUND  
162 Springfield Drive, DONGARA WA 6525

C/O: Mr Robbert Jelle Boelen & Mrs Lee Denise Boelen  
PO Box 167  
DONGARA 6525

2     **LESSEE:**

Affordable Autos PTY LTD  
ACN 609 274 553  
22 Bayside Bvd  
Port Kennedy WA 6172  
Mbl: 0402282235

3.     **PREMISES (DELINEATED IN RED ON THE PLAN ANNEXED HERETO)**

Being Lot 2 on Strata Plan 17599 and more particularly described within Certificate of Title Volume 1864 Folio 765.

4     **PROPOSED USE**

COMMERCIAL/RETAIL - CAR SALES YARD

5     **FIRST OPTION TO EXTEND: TWO (2) YEARS**

5.1    **COMMENCEMENT DATE:**

1 JANUARY 2017.

5.2    **DATE OF EXPIRY:**

31 DECEMBER 2019

6     **SECOND OPTION TO EXTEND:**

TWO (2) YEAR OPTION TO EXTEND - NOTIFICATION OF INTENT TO EXTEND AND EXERCISE OPTION MUST BE GIVEN IN WRITING TO THE LESSOR PRIOR TO 1 SEPTEMBER 2018.

7     **GROSS RENT:**

THE GROSS RENT PAYABLE BY THE LESSEE TO THE LESSOR FOR THE PREMISES FROM THE FIRST OPTION TO EXTEND (1 JANUARY 2017) SHALL BE CALCULATED AT *FOUR THOUSAND DOLLARS (\$4,000 AUD) EXCLUDING GST PER CALENDAR MONTH.*

8     **RENT REVIEWS**

THE GROSS RENT IS TO BE REVIEWED ANNUALLY TO THE GREATER OF CPI OR 3 PERCENT.

9.     **SPECIAL CLAUSES**

1. AS LONG AS THE LESSOR IS NOT REQUIRED TO PAY GST FOR ANY PART OF THIS LEASE, THE LESSEE SHALL NOT BE REQUIRED TO PAY GST. IN THE EVENT (AT ANY TIME DURING THIS LEASE) THIS POSITION CHANGES, THE RELEVANT GST WILL BE PASSED ON IN ACCORDANCE WITH AUSTRALIAN LAW.
2. THE LESSEE MUST TRANSFER ALL GROSS RENT PAYABLE BY LEFT AT THE 1<sup>ST</sup> DAY OF EVERY MONTH. THIS IS AN ESSENTIAL TERM OF THE LEASE.
3. THE LESSOR AGREES TO BE LIABLE FOR THE PAYMENT OF RATES AND TAXES. IN THE EVENT THAT THE LESSEE BREACHES THE TERMS OF THIS LEASE, THE LESSOR RESERVES THE RIGHT TO AMEND THIS CLAUSE.

4. THE LESSEE IS LIABLE FOR CONSUMERABLES DURING THEIR OCCUPATION AND MUST ENSURE THAT ALL INSURANCES ARE UP TO DATE.
5. IN THE EVENT THE OPTION TO EXTEND IS NOT EXERCISED BY 1 SEPTEMBER 2018, THE LESSEE MAY REQUEST TO STAY ON BEYOND THE LEASE EXPIRY ON A MONTH TO MONTH BASIS ACKNOWLEDGING THAT EITHER PARTY CAN GIVE ONE MONTHS NOTICE TO TERMINATE THE LEASE AGREEMENT. ALL OTHER TERMS ARE AS PER THE TERMS OF THIS AGREEMENT UNLESS MUTUALLY AGREED *IN WRITING* OTHERWISE.


EXECUTED BY THE LESSOR :

BOELEN SUPERANNUATION FUND

ROBBERT JELLE BOELEN



LEE DENISE BOELEN



IN THE PRESENCE OF:

  
WITNESS SIGNATURE

RICHARD GREENHAM  
WITNESS NAME

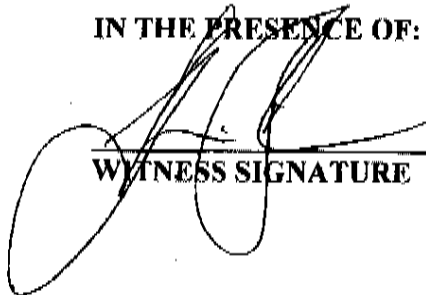
86 SPRINGFIELD RD  
DONGARA W.A.  
WITNESS ADDRESS

EXECUTED BY THE LESSEE

  
DAVID CHISHOLM

STEPHEN GRAHAM

IN THE PRESENCE OF:

  
WITNESS SIGNATURE

JUSTIN BOELEN  
WITNESS NAME

L 2, 338 BARKER RD  
SUBIACO WA 6008.  
WITNESS ADDRESS