

COMMERCIAL LEASE AGREEMENT

THIS LEASE (this "Lease") dated this 1st day of AUGUST, 2022

BETWEEN:

**Ricklea Investments Pty Ltd A.C.N. 659 916 579 as trustee for Ricklea Superannuation
Fund of Units 1-3/245 Milne Road Modbury North SA 5092**

Telephone: (08) 8396 2020

(the "Landlord")

OF THE FIRST PART

- AND -

**Rimilex Pty Ltd A.B.N. 49 007 768 765 of Units 1-3/245 Milne Road Modbury North SA
5092**

Telephone: (08) 8396 2020

(the "Tenant")

OF THE SECOND PART

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant, the Tenant leasing those premises from the Landlord and the mutual benefits and obligations set forth in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties to this Lease (the "Parties") agree as follows:

Definitions

1. When used in this Lease, the following expressions will have the meanings indicated:
 - a. "Additional Rent" means all amounts payable by the Tenant under this Lease except Base Rent, whether or not specifically designated as Additional Rent elsewhere in this Lease;
 - b. "Building" means all buildings, improvements, equipment, fixtures, property and facilities from time to time located at 81 and 77-79 Port Road, Kadina SA 5554, as from time to time altered, expanded or reduced by the Landlord in its sole discretion;
 - c. "Common Areas and Facilities" mean:
 - i. those portions of the Building areas, buildings, improvements, facilities, utilities, equipment and installations in or forming part of the Building which from time to time are not designated or intended by the Landlord to be let to tenants of the Building including, without limitation, exterior weather walls, roofs,

- entrances and exits, parking areas, driveways, loading docks and area, storage, mechanical and electrical rooms, areas above and below leasable premises and not included within leasable premises, security and alarm equipment, grassed and landscaped areas, retaining walls and maintenance, cleaning and operating equipment serving the Building; and
- ii. those lands, areas, buildings, improvements, facilities, utilities, equipment and installations which serve or are for the useful benefit of the Building, the tenants of the Building or the Landlord and those having business with them, whether or not located within, adjacent to or near the Building and which are designated from time to time by the Landlord as part of the Common Areas and Facilities;
- d. "Leasable Area" means with respect to any rentable premises, the area expressed in square metres of all floor space including floor space of mezzanines, if any, determined, calculated and certified by the Landlord and measured from the exterior face of all exterior walls, doors and windows, including walls, doors and windows separating the rentable premises from enclosed Common Areas and Facilities, if any, and from the centre line of all interior walls separating the rentable premises from adjoining rentable premises. There will be no deduction or exclusion for any space occupied by or used for columns, ducts or other structural elements;
- e. "Premises" means the buildings, car park and improvements at 81 and 77-79 Port Road, Kadina SA 5554.
- f. "Rent" means the total of Base Rent and Additional Rent.

Leased Premises

2. The Landlord agrees to rent to the Tenant the Premises municipally described as 81 and 77-79 Port Road, Kadina SA 5554 (the "Premises").

The Premises will be used for only the following permitted use (the "Permitted Use"): Hardware retailing and wholesaling operations.

3. The Landlord provides no warranty as to the suitability of the Premises for the Permitted Use or any other purpose.
4. No pets or animals are allowed to be kept in or about the Premises or in any common areas in the Building containing the Premises.
5. Subject to the provisions of this Lease, the Tenant is entitled to the non-exclusive use of the following parking on or about the Premises: Customer and staff car

parking area situated on 77-79 Port Road Kadina (the "Parking"). Only properly insured motor vehicles may be parked in the Tenant's Parking.

6. The Premises are provided to the Tenant with fixtures, chattels or leasehold improvements.
7. The Landlord reserves the right in its reasonable discretion to alter, reconstruct, expand, withdraw from or add to the Building from time to time. In the exercise of those rights, the Landlord undertakes to use reasonable efforts to minimise any interference with the visibility of the Premises and to use reasonable efforts to ensure that direct entrance to and exit from the Premises is maintained.
8. The Tenant acknowledges that the Landlord or its agent will have the right to enter the Premises at all reasonable times to show them to prospective purchasers, encumbrancers, lessees or assignees, and may also during the ninety days preceding the termination of the terms of this Lease, place upon the Premises the usual type of notice to the effect that the Premises are for rent, which notice the Tenant will permit to remain on them.

Term

9. The term of the Lease is a periodic tenancy commencing at 12:00 noon on 1 July 2022 and continuing on a year-to-year basis until the Landlord or the Tenant terminates the tenancy (the "Term").
10. The Term commences on 1 July 2022, the Tenant is entitled to possession of the Premises at 8.00am on 1 July 2022.

Rent

11. Subject to the provisions of this Lease, the Tenant will pay a base rent of \$2,388.00, payable per week, for the Premises (the "Base Rent"), without setoff, abatement or deduction.
12. The Tenant will pay the Base Rent for the week on or before Friday during the Term to the Landlord.
13. The Tenant will be charged an additional amount of \$10.00 per day for any Rent that is received after the due date.
14. The Tenant will be given a grace period of 6 weeks to pay Rent before late payment fees are charged.

Rent Review

15. The Landlord and Tenant will review the basic rent after each year, which will become effective at the commencement of the following year.
16. For any rent review, the basic rent will be calculated as the Current Market Rent on the date of review.

17. The rent review will assume that:
 - a. the Premises are fit for occupation by a willing tenant;
 - b. the Premises may be lawfully let for the Permitted Use;
 - c. the Landlord and Tenant have complied with their respective obligations in this Lease; and
 - d. if the Premises have been damaged or destroyed, they have been fully repaired.
18. The rent review will disregard:
 - a. the fact that the Tenant, or any predecessor or subtenant, occupied the Premises;
 - b. any goodwill attached to the Premises because of the Tenant's occupation;
 - c. any work done to the Premises that was not done pursuant to an obligation in this Lease; and
 - d. any activities on, or work done to, any adjoining premises.
19. If the Landlord and Tenant cannot agree on the basic rent on the date of review, then the Current Market Rate of Rent will be determined by a valuer acting as an expert, appointed by the President of the Real Estate Institute of Australia.
20. The results of the rent review will be recorded in a memorandum that will be signed by the Landlord and Tenant.

Outgoings

21. In addition to the Base Rent and and without setoff, abatement or deduction, the Tenant will pay all outgoings directly to the authority raising the invoice/liability, save and accept South Australian Land Tax.
22. The Tenant will pay all outgoings as and when the same become due and payable, which will include all taxes, rates, use fees, duties, assessments and other charges that are levied, rated, charged or assessed against or in respect of all improvements, equipment and facilities of the Tenant on or in default by the Tenant and in respect of any business carried on in the Premises or in respect of the use or occupancy of the Premises by the Tenant and every subtenant, licensee, concessionaire or other person doing business on or from the Premises or occupying any portion of the Premises.

Use and Occupation

23. The Tenant will use and occupy the Premises only for the Permitted Use and for no other purpose whatsoever. The Tenant will carry on business under the name of Mitre 10 Kadina and will not change such name without the prior written consent of the Landlord, such consent not to be unreasonably withheld. The Tenant will open

the whole of the Premises for business to the public fully fixtured, stocked and staffed on the date of commencement of the term and throughout the term, will continuously occupy and utilise the entire Premises in the active conduct of its business in a reputable manner on such days and during such hours of business as may be determined from time to time by the Landlord.

24. The Tenant covenants that the Tenant will carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with any statute, including any subordinate legislation, which is in force now or in the future and taking into account any amendment or re-enactment, or any government department, local authority, other public or competent authority or court of competent jurisdiction and of the insurers in relation to the use, occupation and enjoyment of the Building (including in relation to health and safety compliance with the proper practice recommended by all appropriate authorities).

Quiet Enjoyment

25. The Landlord covenants that on paying the Rent and performing the covenants contained in this Lease, the Tenant will peacefully and quietly have, hold, and enjoy the Premises for the agreed term.

Overholding

26. If the Tenant continues to occupy the Premises without the consent of the Landlord at the expiration or other termination of the Term, then the Tenant will be a tenant at will and will pay to the Landlord, as liquidated damages and not as rent, an amount equal to twice the Base Rent plus any Additional Rent during the period of such occupancy, accruing from day to day and adjusted pro rata accordingly, and subject always to all the other provisions of this Lease insofar as they are applicable to a tenancy at will and a tenancy from month to month or from year to year will not be created by implication of law; provided that nothing in this clause contained will preclude the Landlord from taking action for recovery of possession of the Premises.

Landlord Chattels

27. The Landlord will not supply any chattels.

Tenant Improvements

28. The Tenant will obtain written permission from the Landlord before doing any of the following:
- a. painting, wallpapering, redecorating or in any way significantly altering the appearance of the Premises;
 - b. removing or adding walls, or performing any structural alterations;
 - c. changing the amount of heat or power normally used on the Premises as well as installing additional electrical wiring or heating units;

- d. subject to this Lease, placing or exposing or allowing to be placed or exposed anywhere inside or outside the Premises any placard, notice or sign for advertising or any other purpose;
- e. affixing to or erecting upon or near the Premises any radio or TV antenna or tower, or satellite dish; or
- f. installing or affixing upon or near the Premises any plant, equipment, machinery or apparatus without the Landlord's prior consent.

Utilities and Other Costs

29. The Tenant is responsible for the payment of all utilities and other charges in relation to the Premises including council rates, Emergency Services Levy, electricity, gas, water, sewer, telephone and internet.

Insurance

30. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss. The Tenant is advised that, if insurance coverage is desired by the Tenant, the Tenant should inquire of Tenant's insurance agent regarding a Tenant's policy of insurance.
31. The Tenant is responsible for insuring the Premises for liability insurance for the benefit of the Tenant and the Landlord.
32. The Tenant will provide proof of such insurance to the Landlord upon the issuance or renewal of such insurance.

Abandonment

33. If at any time during the Term, the Tenant abandons the Premises or any part of the Premises, the Landlord may, at its option, enter the Premises by any means without being liable for any prosecution for such entering, and without becoming liable to the Tenant for damages or for any payment of any kind whatever, and may, at the Landlord's discretion, as agent for the Tenant, relet the Premises, or any part of the Premises, for the whole or any part of the then unexpired Term, and may receive and collect all rent payable by virtue of such reletting, and, at the Landlord's option, hold the Tenant liable for any difference between the Rent that would have been payable under this Lease during the balance of the unexpired Term, if this Lease had continued in force, and the net rent for such period realised by the Landlord by means of the reletting. If the Landlord's right of reentry is exercised following abandonment of the premises by the Tenant, then the Landlord may consider any personal property belonging to the Tenant and left on the Premises to also have been abandoned, in which case the Landlord may dispose of all such personal property in any manner the Landlord will deem proper and is relieved of all liability for doing so.

Tenant's Indemnity

34. The Tenant will and does hereby indemnify and save harmless the Landlord of and from all loss and damage and all actions, claims, costs, demands, expenses, fines, liabilities and suits of any nature whatsoever for which the Landlord will or may become liable, incur or suffer by reason of a breach, violation or nonperformance by the Tenant of any covenant, term or provision hereof or by reason of any construction or other liens for any work done or materials provided or services rendered for alterations, improvements or repairs, made by or on behalf of the Tenant to the Premises, or by reason of any injury occasioned to or suffered by any person or damage to any property, or by reason of any wrongful act or omission, default or negligence on the part of the Tenant or any of its agents, concessionaires, contractors, customers, employees, invitees or licensees in or about the Building, or any losses caused, or contributed to, by any trespasser while that trespasser is on the Premises.

Legal Fees

35. All costs, expenses and expenditures including and without limitation, complete legal costs incurred by the Landlord on a solicitor/client basis as a result of unlawful detainer of the Premises, the recovery of any rent due under the Lease, or any breach by the Tenant of any other condition contained in the Lease, will forthwith upon demand be paid by the Tenant as Additional Rent. All rents including the Base Rent and Additional Rent will bear interest at the rate of twelve (12%) per cent per annum from the due date until paid.

Governing Law

36. It is the intention of the Parties to this Lease that the tenancy created by this Lease and the performance under this Lease, and all suits and special proceedings under this Lease, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of South Australia, without regard to the jurisdiction in which any action or special proceeding may be instituted.
37. It is the intention of the Parties that this Lease is a retail lease governed by the Retail and Commercial Leases Act 1995, or any successor retail lease legislation.

Severability

38. If there is a conflict between any provision of this Lease and the applicable legislation of the State of South Australia (the "Act"), the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.

Assignment and Subletting

39. The Tenant will not assign this Lease in whole or in part, nor sublet all or any part of the Premises, nor grant any license or part with possession of the Premises or

transfer to any other person in whole or in part or any other right or interest under this Lease (except to a parent, subsidiary or affiliate of the Tenant), without the prior written consent of the Landlord in each instance, which consent will not be unreasonably withheld so long as the proposed assignment or sublease complies with the provisions of this Lease.

40. Before giving consent, the Landlord may require reasonable documentation to satisfy the Landlord that the proposed assignee or subtenant is capable of performing the Tenant's obligations under this Lease.
41. If the Lease is assigned or if the Premises or any part of the Premises are sublet or occupied by anyone other than the Tenant, the Landlord may collect rent directly from the assignee, subtenant or occupant, and apply the net amount collected, or the necessary portion of that amount, to the rent owing under this Lease.
42. The prohibition against assigning or subletting without the consent required by this Lease will be constructed to include a prohibition against any assignment or sublease by operation of law.
43. The consent by the Landlord to any assignment or sublease will not constitute a waiver of the necessity of such consent to any subsequent assignment or sublease.

Additional Provisions

44. All amounts stated within this lease are excluding GST. If the Landlord is registered for GST then GST is to be included as an additional amount payable by the Tenant to the Landlord for all amounts payable to the Landlord in accordance with the terms of this lease.
45. The Tenant is responsible for costs associated with the repair and maintenance of the premises on a day to day basis, including normal wear and tear costs and minor capital expenses.

Care and Use of Premises

46. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Premises.
47. Vehicles which the Landlord reasonably considers unsightly, noisy, dangerous, improperly insured, inoperable or unlicensed are not permitted in the Tenant's parking stall(s), and such vehicles may be towed away at the Tenant's expense. Parking facilities are provided at the Tenant's own risk. The Tenant is required to park in only the space allotted to them.
48. The Tenant will not engage in any illegal trade or activity on or about the Premises.
49. The Landlord and Tenant will comply with standards of health, sanitation, fire, housing and safety as required by law.

Surrender of Premises

50. At the expiration of the lease term, the Tenant will quit and surrender the Premises in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and damages by the elements excepted.

Hazardous Materials

51. The Tenant will store any article or thing of a dangerous, flammable, or explosive character in a proper and generally acceptable manner such as to minimise the danger of fire on the Premises and in such a manner that might be appropriate by any responsible insurance company.

Rules and Regulations

52. The Tenant will obey all rules and regulations posted by the Landlord regarding the use and care of the Building, car parking lot and other common facilities that are provided for the use of the Tenant in and around the Building on the Premises.

General Provisions

53. The Tenant may request that the Landlord register this Lease, and in either case, the Landlord will comply with section 16 of the Retail and Commercial Leases Act 1995.
54. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or nonperformance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.
55. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Lease. All covenants are to be construed as conditions of this Lease.
56. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be Additional Rent and will be recoverable by the Landlord as rental arrears.
57. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.
58. Time is of the essence in this Lease.
59. This Lease will constitute the entire agreement between the Landlord and the Tenant. Any prior understanding or representation of any kind preceding the date of this Lease will not be binding on either party to this Lease except to the extent incorporated in this Lease. In particular, no warranties of the Landlord not expressed in this Lease are to be implied.


IN WITNESS WHEREOF the Parties to this Lease have duly affixed their signatures under hand and in accordance with the Constitution of each Party (each Company), on this 15th day of AUGUST, 2022


Ricklea Investments Pty Ltd A.C.N. 659 916 579(as trustee for Ricklea Superannuation Fund) (Landlord)


.....Director


.....Director

Rimilex Pty Ltd (Tenant)


.....Director


.....Director