

## MEMORANDUM OF LEASE

### CERTIFICATE(S) OF TITLE BEING LEASED

Whole of the land comprised in Certificate of Title Register Book Volume 5907 Folio 598 being more particularly described as Unit 1, 10-12 Deeds Road Camden Park SA 5038, and delineated on the plan attached hereto

### ESTATE AND INTEREST

Estate in Fee Simple

### ENCUMBRANCES

NIL

### LESSOR (Full Name and Address)

ROBERT EASTON ADAMS AND MARIANNE ADAMS C/- Commercial SA, GPO Box 2138  
Adelaide SA 5000

### LESSEE (Full Name, Address and Mode of Holding)

AMORINI AUSTRALIA PTY LTD ACN 109 941 755 C/- Registered Address, Harris Orchard, 1  
172 Fullarton Road Dulwich SA 5065 and Principal Place of Business , 28 Starr Avenue  
Plympton SA 5038

### TERM OF LEASE

**COMMENCING ON THE 1<sup>ST</sup> DAY OF MAY 2021**

**EXPIRING ON THE 30<sup>TH</sup> DAY OF APRIL 2023**

together with a right of renewal as contained in clause 3.03 of this Lease

**RENT AND MANNER OF PAYMENT (OR OTHER CONSIDERATION)**

The Lessee shall pay the Lessor an annual rent of TWENTY TWO THOUSAND NINE HUNDRED AND EIGHTY FIVE DOLLARS (\$22,985.00) exclusive of GST by equal monthly payments in advance of ONE THOUSAND NINE HUNDRED AND FIFTEEN DOLLARS AND FORTY TWO CENTS (\$1,915.42) exclusive of GST (and proportionately for any period of less than one month), subject to review at the times and in the manner set out in Item A of the Schedule attached hereto. The first payment shall be made on the 1<sup>st</sup> day of May 2021 followed by a payment on the 1<sup>st</sup> day of each calendar month.

**OPERATIVE CLAUSE**

The Lessor LEASES TO THE LESSEE the land (a) ABOVE described and the LESSEE ACCEPTS THIS LEASE of the land for the term and at the rent stipulated, subject to the covenants and conditions expressed herein and to the powers and covenants implied by the Real Property Act 1886 (except to the extent that the same are modified or negated below).

**DEFINE THE LAND BEING LEASED INCORPORATING THE REQUIRED EASEMENT(S) ETC.**

Nil

IT IS COVENANTED BY AND BETWEEN THE LESSOR AND THE LESSEE as follows:  
(Covenants, where not deposited, to be set forth on insert sheet(s) and securely attached)



## Interpretation

1.00 In this lease where the context so permits or requires:-

- (a) the expressions "the Lessor" and "the Lessee" respectively mean the persons identified by those expressions on the first page hereof and:-
  - (i) if the person identified is a natural person, that persons heirs executors administrators and assigns;
  - (ii) if two or more persons are identified, those persons jointly and severally and their respective heirs executors administrators and assigns;
  - (iii) if the person identified is a body corporate, its successors and assigns;
  - (iv) if two or more bodies corporate are identified, and those bodies corporate jointly and severally and their respective successors and assigns;
  - (v) if one or more persons and one or more bodies corporate are identified, that person or those persons and that body corporate or those bodies corporate jointly and severally and their respective heirs executors and assigns.
- (b) "Air-conditioning plant" means any plant machinery or equipment for heating cooling or circulating air and includes all fixtures fittings and controls relating or connected to such plant machinery or equipment in or servicing the demised premises.
- (c) "The Consumer Price Index" and "the C.P.I." mean the Consumer Price Index (all groups index for Adelaide) published by the Australian Statistician, and
- (d) "The current market annual rent" means the annual rent that could be reasonably expected to be paid for the demised premises if it was unoccupied and offered for lease for the permitted use.
- (e) "Demised premises" means the land hereby leased and all Lessor's fixtures plant machinery fittings and equipment therein or thereon.
- (f) "The Lessor's Property" means the whole of the land described in Item B and all structures buildings and other improvements now or hereafter made erected thereon and all Lessor's fixtures all plant machinery fittings and equipment therein or thereon under the ownership or control of the Lessor and all conveniences amenities appurtenances and common areas thereof and all later additions and extensions thereto.
- (g) "Outgoings" means the expenses rates taxes levies premiums and charges specified in Item C being expenses of the Lessor of operating repairing and maintaining the demised premises and the Lessor's Property or any part thereof and without limiting the generality of the foregoing including all rates taxes levies premiums and charges payable by the Lessor from time to time on or in respect of the demised premises, the Lessor's Property, or any part thereof.

- (h) "The permitted use" means that use specified in Item E.
- (i) "Contaminant" means a solid, liquid, gas, odour, heat, sound, vibration, radiation or substance which makes or may make the demised premises or the area surrounding or near the demised premises:
  - (a) unsafe or unfit for habitation or occupation by persons or animals; or
  - (b) degraded in its capacity to support plant life; or
  - (c) otherwise environmentally degraded; or
  - (d) not comply with any Environmental Laws in force from time to time;
- (j) "rent period" means the period from the commencement of this lease to the first rent review day, the period from a rent review day to the next following rent review day and the period from the last rent review day to the day on which this lease expires.
- (k) "The review days" means the days specified in Item A.
- (l) "Servant or agent" in relation to the Lessor means servant agent contractor or workman employed by the Lessor and in relation to the Lessee means any servant agent contractor workman or customer of the Lessee any sub-lessee or licensee of the Lessee or any other person in or on the demised premises or the Lessor's Property at the express or implied invitation or with the express or implied permission of the Lessee.
- (m) reference to an Item and a letter is a reference to the item distinguished by that letter in the schedule to this lease.
- (n) words importing the singular number include the plural number and vice versa.
- (o) words importing any gender include the other gender and neuter and words importing neuter include the masculine and feminine genders.
- (p) words importing persons include any bodies corporate and vice versa.
- (q) headings to clauses in this lease are for ease of reference only and shall not affect the interpretation of this lease.

**2.00 THE LESSEE HEREBY COVENANTS AND AGREES WITH THE LESSOR AS FOLLOWS:-**

**Payment of Rent**

- 2.01 (a) To pay the rent hereby reserved as varied from time to time without any deduction or abatement whatsoever at the times and in the manner aforesaid at such place in the State of South Australia and in such manner as the Lessor or the agent of the Lessor may in writing from time to time require (including by direct bank transfer to the credit of a bank account nominated by the Lessor).



## **Lessee's Obligation to Reimburse Lessor for GST**

- (b) In this clause:

"GST" refers to goods and services tax under A New Tax System (Goods and Services) Act 1999 (GST Act) and the terms used have the meanings as defined in the GST Act.

- (c) It is agreed that rent and all other amounts agreed to be paid by the Lessee to the Lessor, being the consideration for the supply expressed in this Lease, are exclusive of GST.

- (d) In respect of any liability of the Lessor for GST under this Lease, and the renewal or extension of this Lease including for rent, rates, outgoings, or any consideration for any other taxable supply:

the Lessee covenants to pay to the Lessor, at the same time as any payment is made involving the Lessor in GST liability, the additional amount of GST, together with the payment to which it relates.

- (e) (i) The lessee's liability under (d) is to reimburse the full amount of GST, disregarding and excluding the Lessor's entitlement to input tax credits or other credits or reimbursements for GST.

(ii) Notwithstanding (e) (i), if the Lessor is entitled to an input tax credit in relation to any amount recoverable from the Lessee under (d), the amount payable by the Lessee shall be reduced by the amount of the input tax credit that the Lessor has received or claims and is entitled to receive.

- (f) In respect of each payment by the Lessee under (d), the Lessor agrees to deliver to the Lessee, as required under the GST Act, tax invoices in a form which complies with the GST Act and the regulations, to enable the Lessee to claim input tax credits in respect of the taxable supply.

## **Rent Reviews**

- 2.02 (a) The rent hereby reserved shall be reviewed on each of the review days specified in Item A in the manner specified in Item A opposite the review day.

## **C.P.I. Reviews**

- (b) Where Item A specifies that the rent shall be reviewed by a C.P.I. review, the annual rent for the rent period commencing on the review day shall be the amount of the annual rent payable in the rent period preceding the review day increased or decreased by a percentage thereof equal to the percentage by which the Consumer Price Index for the quarter ending immediately prior to the review day (or if the Consumer Price Index for that quarter has not been published on the review day or is not available then the Consumer Price Index for the preceding quarter) varied from the said Consumer Price Index for the corresponding quarter immediately prior to the preceding review day or, in the case of the first rent review, the day on which this lease commenced PROVIDED

- (i) that if the Australian Statistician changes the reference base for the Consumer Price Index then after the change takes place regard shall be had only to index numbers published in relation to the new reference base, and
- (ii) that if the Australian Statistician ceases to publish the Consumer Price Index then references to the Consumer Price Index in this clause shall be treated as references to the index numbers for the relevant quarters applicable for the purposes of Part IIIA of the Income Tax Assessment Act 1936.

### **Market Reviews**

- (c) Where Item A specifies that the rent shall be reviewed by a market review -
  - (i) The annual rent for the rent period commencing on the review day shall be such annual rent as is agreed between the parties.
  - (ii) The Lessor shall give notice in writing (herein called "the Lessor's notice") to the Lessee stating the amount that the Lessor considers to be the current market rent for the demised premises.
  - (iii) The Lessee shall within 21 days of the service of the Lessor's notice give notice in writing (herein called "the Lessee's notice") to the Lessor agreeing or objecting to the rental stated in the Lessor's notice.
  - (iv) If the Lessee does not give such notice within the said period of 21 days the Lessee shall be taken to have agreed to the rent stated on the Lessor's notice.
  - (v) If the Lessee give notice objecting to the rent stated in the Lessor's notice within the said period of 21 days the annual rent shall be determined by a Valuer appointed by agreement between the parties or failing such agreement within 21 days of the day on which the Lessee's notice is served by a Valuer appointed by the President or Acting President for the time being of the Australian Property Institute (S.A. Division) Inc. (at the request of either of the parties).
  - (vi) The valuer shall determine by valuation the current market annual rent for the demised premises. The costs of the valuation shall be shared equally by the parties hereto.
  - (vii) In determining the annual rent the Valuer shall -
    - (A) act as an expert and not as an arbitrator and the provisions of the Commercial Arbitration Act 1986 shall not apply,
    - (B) not take into account the value of the goodwill created by the Lessee's occupation of the demised premises or the value of the Lessee's fixtures and fittings thereon,
    - (C) take into account the terms and conditions of this lease and any other relevant matters, and



- (D) give detailed reasons for the determination and specify the matters (including, if relevant, incentives and concessions) taken into account in making the determination.

### **Fixed Reviews**

- (d) Where Item A specifies that the rent shall be increased by a specified percentage or a specified amount, the annual rent for the rent period commencing on the review day shall be the amount of the annual rent payable in the rent period preceding the review day increased by the specified percentage thereof or by the specified amount (as the case may be).
- (e) Where a base rent is specified in Item A, for the purposes of this clause, the annual rent for the rent period which commences on the commencement of this lease shall be taken to be the amount of the base rent so specified.
- (f) If the annual rent for any rent period is not determined before the commencement of the rent period
  - (i) until the annual rent is determined, the Lessee shall continue to pay rent at the rate payable in the preceding rent period on account of the rent ultimately determined to be payable in the rent period,
  - (ii) either the Lessor or the Lessee may at any time require that the rent for the rent period be determined in the manner provided herein notwithstanding any delay in making the requirement, the payment and receipt of any rent in or for the rent period or any other thing whatsoever, and
  - (iii) upon the annual rent for the rent period being determined in the manner provided in this lease -
    - (A) the Lessee shall pay to the Lessor the amount by which the rent due and payable in accordance with the determination exceeds the amount paid by the Lessee for or on account of rent for the rent period, or
    - (B) the Lessor shall pay to the Lessee the amount by which the amount paid by the Lessee for or on account of rent for the rent period exceeds the rent due and payable in accordance with the determination, as the case may require.

### **Security Bond**

- 2.03 (a) To lodge a bond of the sum specified in Item D with the Lessor as security for the payment of the rent and all other money payable under this lease and the observance and performance of the covenants contained in this lease and on the part of the Lessee to be observed and performed.
- (b) The Lessor shall give the Lessee a receipt for the bond and pay the amount of the bond to the Commissioner for Consumer Affairs in accordance with section 19 of The Retail and Commercial Leases Act 1995.

**Assignment etc.**

- 2.04 (a) Not to assign demise sublet mortgage charge or encumber this lease or the estate or interest of the Lessee in or under this lease or part with the possession of or give or grant any licence or concession over or in respect of the demised premises or any part thereof for the whole or any part of the term of this lease without the prior written consent of the Lessor
- (b) The Lessor may withhold consent to the assignment of this lease if and only if:-
- (i) the proposed assignee proposes to change the use to which the demised premises are put; or
  - (ii) the proposed assignee is unlikely to be able to meet the financial obligations of the Lessee under the lease; or
  - (iii) the proposed assignee's retailing skills are inferior to those of the assignor; or
  - (iv) the Lessee has not complied with procedural requirements for obtaining the Lessor's consent.
- (c) If the Lessor withholds consent to the assignment of this lease, the Lessor must give the Lessee a written statement of the grounds on which consent is withheld.
- (d) (i) A request for the Lessor's consent to an assignment of this lease shall be made in writing and the Lessee shall provide the Lessor with such information as the Lessor reasonably requires about the financial standing and business experience of the proposed assignee;
- (ii) before requesting the consent of the Lessor to a proposed assignment of the lease, the Lessee must furnish the proposed assignee with a copy of the disclosure statement given to the Lessee in respect of this lease, together with details of any changes that have occurred in respect of the information contained in the disclosure statement since it was given to the Lessee (being changes of which the Lessee is aware or could reasonably be expected to be aware);
- (iii) for the purpose of enabling the Lessee to comply with paragraph (ii), the Lessee may request the Lessor to provide the Lessee with a copy of the disclosure statement concerned and, if the Lessor is unable or unwilling to comply with such request within 14 days after it is made, paragraph (ii) shall not apply;
- (iv) the Lessor must deal expeditiously with a request for consent and shall be taken to have consented to the assignment if the Lessee complies with paragraphs (i) and (ii) and the Lessor does not within 42 days after the request is made give notice in writing to the Lessee either consenting to the assignment or withholding such consent.
- (e) The Lessor may in the Lessor's absolute discretion refuse consent to the Lessee mortgaging or otherwise charging or encumbering the Lessee's interest in the lease.



- (f) Any sublease of the demised premises or any part thereof entered into by the Lessee with the approval of the Lessor shall contain similar provisions to those contained herein so far as the same are applicable hereto.
- (g) The proposed assignee shall enter into a covenant in such form as the Lessor may approve that the assignee will at all times during the term of this lease pay the rent hereby reserved in the manner and at the times herein provided and will perform and observe all the covenants conditions and agreements herein contained express or implied and on the part of the Lessee to be performed and observed PROVIDED THAT any such covenant shall be auxiliary to this lease and the liability of the Lessee hereunder shall continue in full force and effect notwithstanding the Lessor consenting to any assignment of this lease or any assignee entering into any such covenant.
- (h) If the Lessee is a proprietary company the transfer of shares totalling more than one half of the issued share capital of the Lessee or of the controlling interest therein shall be deemed to be a parting with the possession of the demised premises requiring the consent of the Lessor PROVIDED THAT this clause shall not apply to a transfer of shares from a body corporate to a related body corporate as defined in the Corporations Act 2001.
- (i) If a proposed assignee or sub-lessee is a company or other body corporate then the Lessor may as a condition of giving consent require the directors of the proposed assignee or sub-lessee to guarantee unconditionally the performance and observance by the proposed assignee or sub-lessee of the covenants and agreements contained in this lease.
- (j) The Lessee shall pay to the Lessor the reasonable costs incurred by the Lessor incidental to the application and the granting or refusal of the Lessor's consent.

#### **Compliance with Statutes and Fire Regulations**

- 2.05 (a) At the Lessee's own expense to comply in all respects with all statutes regulations rules orders by-laws and other provisions having the force of law and for the time being and from time to time in force relating to the demised premises or any part thereof and the use thereof by the Lessee PROVIDED THAT the Lessee shall not pursuant to this clause be required to undertake any structural alterations unless rendered necessary by any act or omission on the part of the Lessee or the servant or agent of the Lessee or by the use to which the premises are put by the Lessee or by the number or sex of the servants or agents of the Lessee in or on the premises at any time.
- (b) To take such precautions against fire in respect of the demised premises as are required pursuant to any present or future laws or by any relevant authority including without limitation to comply with sprinkler and fire alarm laws in respect of any sprinkler or fire alarm systems installed in the demised premises and to pay for regular servicing and maintenance of any fire fighting equipment including exit signs and the like which have been supplied or installed by the Lessor in the demised premises.

#### **Use of Demised Premises and Opening Hours**

- 2.06 (a) Not at any time during the said term to use or occupy the demised premises or any part thereof or suffer the same to be used or occupied for any



residential illegal or immoral purpose or without the prior written consent of the Lessor for any purpose other than the permitted use.

- (b) To open the demised premises and keep them open for business for a reasonable and proper time having regard to the permitted use on each and every day other than public holidays and to conduct the business of the Lessee on the demised premises in a proper and business-like manner.

#### **Obligations of Lessee in Respect the Environment**

- 2.07
- (a) To comply with all Environmental Laws enforced from time to time, and
  - (b) not to cause or suffer the demised premises to be the subject of any Contaminant, and
  - (c) upon the expiration or sooner determination of this lease to deliver up the demised premises free from Contaminants and in compliance with all Environmental Laws.

#### **Noxious Trades Nuisance and Animals**

2.08 Not at any time during the said term to:-

- (a) use exercise carry on or permit to be used exercised or carried on in the demised premises or any part thereof any art trade business or occupation which may be noisy noxious dangerous or offensive,
- (b) do or permit anything to be done on the demised premises which may be or become a nuisance danger or annoyance to adjoining occupiers or owners,
- (c) keep any dog or other animal or bird on the demised premises PROVIDED THAT the permitted use shall not be prohibited by this clause.

#### **Noise**

- 2.09 Not to make or permit or suffer to be made in or upon the demised premises any noise (including wireless broadcasting and musical sounds vocal or instrumental) whether directly or by means of amplification in such manner as the same may be heard outside the demised premises (except as may be reasonably necessary for the proper conduct of the business carried on in the demised premises) AND not to place any loud speakers outside the demised premises nor employ the natural voice of the Lessee or any other person to call out for the purpose of attracting attention to the business of the Lessee.

#### **Control of Employees**

- 2.10 To use the Lessee's best endeavours to prevent the servants and agents of the Lessee from making undue noise or from committing any nuisance or disturbance in or about the demised premises.

#### **Windows**

- 2.11 At all times during the said term to keep the display windows (if any) of the demised premises well lit and open to public view during all business hours and not to apply frosting or obscure or obstruct such windows (except with the consent in writing of



the Lessor first had and obtained which consent shall not be unreasonably or capriciously withheld) and at all times to properly washed down and keep clean to the highest standards.

### **Use of Plumbing Facilities**

- 2.12 Not to use nor permit any servant or agent of the Lessee to use the lavatories toilets sinks and drainage or other plumbing facilities in the demised premises for any purpose other than that for which they were constructed or provided and not to deposit or permit to be deposited therein any sweeping rubbish or other material and to forthwith make good any damage thereto caused by such misuse, and at the Lessee's expense to regularly clean and service any grease or silt trap installed in or for the use of the demised premises to the highest industry standards and in compliance with any rules or regulations in force from time to time.

### **Air-Conditioning**

- 2.13 Where an air-conditioning plant has been installed by the Lessor in the demised premises to pay all costs and expenses of and incidental to the operation maintenance and repair of the air-conditioning plant and if so required by the Lessor shall enter into and keep in effect a service and maintenance agreement in respect to the air-conditioning plant requiring the air-conditioning plant to be serviced and maintained in accordance with the manufacturers specifications.

### **Not to Void Lessor's Insurance**

- 2.14 (a) Not at any time during the said term to do or suffer anything whereby the policy of insurance effected on or in respect of the Lessor's Property or any part thereof or any land or building of which the demised premises forms part may be vitiated invalidated or become void or voidable or whereby an increased premium may become payable in respect thereof.
- (b) To pay any additional increased premium payable for or in respect of any insurance policy effected by the Lessor by reason of the Lessee's use or occupation of the demised premises whether such use is within the permitted use or not or by reason of any other act deed or thing done by the Lessee or any servant or agent of the Lessee.
- (c) To pay any excess amounts paid or payable by the Lessor in respect of any accident incident or claim to which any insurance policy effected by the Lessor applies.

### **Insurance by Lessee**

- 2.15 (a) Forthwith to insure and keep insured against breakage and vandalism in the joint name of the Lessor and the Lessee in such office as the Lessor shall approve all glass and plate glass in the demised premises for its replacement value and on demand to deliver the policy of such insurance to the Lessor and to expend all moneys received under any such insurance in reinstating such of the plate glass as may be broken or vandalised and in case such moneys shall be insufficient to make good the deficiency out of the Lessee's own money
- (b) Forthwith to insure and keep insured in respect of the demised premises a public risk policy in the sum of not less than TWENTY MILLION DOLLARS



(\$20,000,000.00) at all times during the continuance of this lease in the joint names of the Lessor and the Lessee for their respective rights and interests with a company approved by the Lessor which approval shall not be unreasonably or capriciously withheld and on demand to deliver the policy of such insurance to the Lessor.

- (c) Forthwith to insure and keep insured against loss or damage by burglary the property of the Lessee in the demised premises or any part thereof and any building comprised in the Lessor's Property.
- (d) To produce to the Lessor forthwith upon demand the policies for such insurance and the receipts or certificates of currency for every premium in respect of such insurance.

### **Operating Expenses and Rates and Taxes**

- 2.16 To pay discharge and satisfy when due, or, at the request of the Lessor monthly in advance all rates taxes charges levies outgoings and other expenses in respect of the operating of the demised premises or any part thereof including but without limiting the generality of the foregoing all registration licence permit and inspection fees and all charges for and in respect of gas electricity telephone rental and calls and to pay and discharge all outgoings set out in Item C payable in respect of the demised premises.

### **Alterations, Removal of Lessee's Fixtures & Fittings & Reinstatement**

- 2.17 (a) Not to make or suffer to be made any alteration or addition of a structural nature to the demised premises or any part thereof without the prior written consent of the Lessor who may require as a condition of the giving such consent that the alterations or additions be executed at the cost of the Lessee under the supervision of a competent architect.
- (b) If the Lessee makes or suffers to be made any alterations or additions of a structural nature to the demised premises or any part thereof with the consent of the Lessor, the Lessee shall prior to the expiration or sooner determination of this lease or any extensions or renewal hereof;
- (i) remove all such alterations and additions,
  - (ii) repair restore and reinstate the demised premises to the state and condition in which they were in at the commencement of this lease under the supervision and in accordance with the directions and to the satisfaction of the Lessor's architect, and
  - (iii) pay all costs and expenses incurred in such removal repair restoration and reinstatement and all costs and charges of the Lessor's architect.
- (c) The Lessee shall (unless otherwise agreed in writing with the Lessor) prior to the expiration of the said term or any renewal or extension thereof take down dismantle remove and carry away from the demised premises all counters shelving partitions tiles floor coverings fittings fixtures plant and equipment placed installed or layed on or in the demised premises by the Lessee and the Lessee hereby covenants and agrees that the Lessee shall make good all damage which may be caused to the demised premises by or in the erection affixing installation or the taking down dismantling or removal thereof.



## **Repair**

- 2.18 To keep the demised premises and all fixtures and fittings therein including all carpets and other floor coverings windows doors doorknobs glass locks and keys and all fastenings and internal fixtures and fittings air conditioning plant (if any) in good and substantial repair order and condition fair wear and tear and damage by fire storm tempest or earthquake or any other event covered by the policy of insurance effected by the Lessor pursuant to Clause 3.05 hereof excepted and to replace all washers, taps, toilet cisterns and hot water services which may leak or need replacement and all globes and fluorescent lighting tubes and other electrical fittings which may become worn out or defective PROVIDED THAT
- (a) damage by any fire storm tempest earthquake or any other event shall not be excepted if or insofar as the insurance moneys in respect thereof shall be irrecoverable as a result of any act or omission of the Lessee or any servant or agent of the Lessee,
  - (b) nothing in this covenant shall be construed so as to impose an obligation upon the Lessee to keep or render up the demised premises in a superior condition to that prevailing at the commencement of this lease, and
  - (c) this covenant shall not impose on the Lessee any obligation in respect of any structural maintenance replacement or repair except where the same is rendered necessary by any act or omission on the part of the Lessee or any servant or agent of the Lessee or by the use of the demised premises by the Lessee notwithstanding that such use of the demised premises may be within the scope of the Lessees permitted use of the demised premises.

## **Repair of Damage Caused by Lessee**

- 2.19 (a) To repair and make good any breakage defect or damage to the demised premises and any facility or appurtenance thereto including but without limiting the generality hereof damage to external or internal cladding framework partitions doors caused by the Lessee or any servant or agent of the Lessee or otherwise occasioned by any want of care misuse or abuse on the part of the Lessee or any such servant or agent or by any breach or default by the Lessee hereunder.
- (b) To fill in a proper tradesman like manner any pot holes created or caused by the Lessee or by the Lessee's servant or agent and to deliver up the car parking area in a level and tidy state at least equal to the state prevailing at the commencement of this lease.

## **Painting**

- 2.20 At the cost and expense of the Lessee in all things at the times specified in Item F and during the last month of the term hereof and at such times as the Lessor's architect may reasonably require in a proper and workmanlike manner to paint with two coats at least (and with three coats if the Lessor's architect deems necessary ) of best quality paint of such colours shades or tints as the Lessor or the Lessor's architect may approve all the interior and exterior wood iron and other work and walls of or belonging to the demised premises as are now or are usually painted and such other parts thereof as the Lessor's architect may require and to paper varnish or otherwise treat all such wood iron or other work as is now or is usually papered varnished or treated and such other parts thereof as the Lessor's architect may



require and before commencing such work to properly and sufficiently rub off or remove all old paint and clean down the wood iron and other work and make good all cracks holes and other defects therein.

### **Alterations and Repairs to be done by Approved Persons**

2.21 That in the event of any work having to be done by the Lessee in or about the demised premises in order to comply with the Lessee's obligations hereunder the Lessee shall engage and employ for the purpose of carrying out such work only such tradesmen or contractors as shall from time to time be approved by the Lessor or the Lessor's architect (which approval shall not be unreasonably withheld) and the Lessee shall bear and pay all reasonable and proper fees of the Lessor's architect.

### **Extermination of Pests**

2.22 To take all proper precautions to keep the demised premises free of rodents vermin and other pests and if so required by the Lessor to employ at any time or from time to time pest exterminators for such purpose or to exterminate rodents vermin or other pests on or in the demised premises.

### **Cleaning, Carpets, Gardening & Rubbish Removal**

- 2.23 (a) At all times during the term or any extension or renewal to keep the interior and exterior of the demised premises, in a clean and tidy state, free of oil grease and any other stains whatsoever, and in the event that oil, grease or other spills occur to immediately apply industry standard degreasing products, and to use industry standard cleaning methods for the removal of such stains and or spills, and to remove in a proper and tradesmanlike manner any graffiti within a reasonable time of such graffiti occurring.
- (b) To keep all gutters downpipes grounds gardens yards lane ways and rights of way belonging appurtenant or adjacent to the demised premises clean and free from debris refuse rubbish or accumulation of every description and will not deposit or cause permit or suffer to be deposited any debris refuse or rubbish of any kind in or on any such grounds gardens yards lane ways or rights of way or in or on any public road or footway abutting upon or adjacent to the demised premises.
- (c) Not to leave or place nor to permit any of the Lessee's employees servants clients or customers to leave or place any goods chattels rubbish or anything whatsoever in or in any way obstruct any walkway pavement passageway stairway lavatory or area of the demised premise and instantly on the demand of the Lessor or the Lessor's servant agent or caretaker to remove any such object that may be so left or placed and in default thereof or if no such demand can be made by reason of absence of the Lessee from the demised premises or for any other reason the Lessor or the Lessor's servant agent or caretaker may remove such goods chattels rubbish or things to any place at the cost of the Lessee.
- (d) To tend water and maintain all or any gardens lawns trees and shrubs in or upon the demised premises in a proper and husbandlike manner.
- (e) To regularly clean and shampoo the carpets supplied by the Lessor in accordance with the manufacturers specifications or recommendations and to



place carpet protectors under any mobile chairs of the type recommended by the carpet manufacturer.

### **Delivering Up the Demised Premises**

- 2.24 At the expiration or other determination of this lease to deliver up the demised premises to the Lessor in such state and condition as shall be in accordance with the Lessee's obligations herein contained.

### **Accidents to and Defects in Demised Premises**

- 2.25 To give to the Lessor prompt notice in writing of any accident to or defect or want of repair in the demised premises or any service to or fittings in the demised premises or any other circumstances likely to be or cause danger risk or hazard to the demised premises or any person on the demised premises.

### **Inspection by Lessor**

- 2.26 At all reasonable times upon being given not less than 48 hours notice to permit the Lessor and its agents architects and builders of the Lessor and to enter upon the demised premises to view the condition thereof.

### **Repairs and Renovations by Lessor**

- 2.27 To permit the Lessor at all reasonable times to enter the demised premises with the Lessor's architect servants and agents of the Lessor and others and carry out repairs and renovations or alterations to the demised premises or any part thereof whether in compliance with the Lessor's obligations hereunder or otherwise or to remedy any default by the Lessee in the performance or observance of any of the covenants terms or conditions herein contained to be performed or observed by the Lessee PROVIDED THAT the Lessor shall give the Lessee not less than 48 hours notice before any such entry except in the event of an emergency.

### **Machinery and Heavy Objects**

- 2.28 Not to affix any motor machinery or overhead crane or similar device to any part of the demised premises or place any heavy object therein except such as shall have been previously approved by the Lessor in writing and such motor machinery or object shall be fixed or placed in such place as the Lessor or the Lessor's architect shall direct and any motor or machine installed by the Lessee shall be insulated in such manner as the Lessor or the Lessor's architect shall direct to reduce noise and vibration to a minimum.

### **Signs**

- 2.29 Not to paint colour affix erect place or exhibit any sign lettering notice plate advertisement or notice (all hereinafter referred to as "such sign") on the outside of the demised premises or any part thereof without the prior written consent of the Lessor PROVIDED THAT:-
- (a) the Lessor's consent shall not be withheld except in respect of any sign which might reasonably be regarded as unsightly unwieldy or likely to cause damage to the demised premises,

- (b) before erecting affixing or painting any such sign the Lessee shall obtain any necessary consent or approval of any public authority and shall comply with all requirements of any such authority and of any statute regulation or by-law relating to such sign,
- (c) the Lessee shall if so required by the Lessor submit the plans and specifications of such sign to the Lessor's architect for approval and shall not erect affix or paint the same except in accordance with any requirements of such architect and the fees of such architect shall be paid by the Lessee, and
- (d) the Lessee shall at all times keep any such sign affixed or painted on the demised premises clean and polished and in a thorough state of repair and in good working order and condition.

### **Removal of Signs**

2.30 At the expiration or other determination of this lease to remove any signs advertisements or notices erected painted displayed or affixed upon or within the demised premises and to make good any damage or disfigurement caused by the erection or removal thereof.

### **Lessor's Signs**

2.31 To permit -

- (a) the Lessor to affix and retain without interference upon any part of the demised premises -
  - (i) a notice advertising the reletting of the demised premises during the period of three months immediately preceding the determination of this lease; or
  - (ii) a notice advertising the sale of the Lessor's Property or the demised premises during any period when the Lessor is offering the same for sale;
- (b) persons authorised by the Lessor to view the demised premises at reasonable times of the day during any such period.

### **Costs on Default**

2.32 To pay to the Lessor as soon as the Lessor has incurred or expended the same all moneys costs charges and expenses which the Lessor may reasonably incur or expend in consequence of any default by the Lessee in the performance or observance of any covenant or agreement herein contained to be observed or performed by the Lessee or under or in the exercise or enforcement or attempted exercise or enforcement of any power or authority of the Lessor under this lease.

### **Interest on Arrears**

2.33 Without prejudice to the rights powers and remedies of the Lessor the Lessee shall pay to the Lessor interest at the rate of two (2%) per centum per annum above the Lessor's Bank overdraft rate on loans of less than \$100,000.00 on any monies due and unpaid for more than two clear days after the same falls due and payable by the Lessee to the Lessor on any account whatsoever pursuant to this lease such interest



to be computed from the date for the payment of such monies until payment in full and to be recoverable in like manner as rent in arrear.

### **Keys**

2.34 Not to permit the keys to the demised premises or any other keys to the Lessor's Property held by the Lessee at any time to come into the possession or control of any person other than the Lessee and the servants or agents of the Lessee and upon determination of this lease to return to the Lessor all such keys as shall be in the Lessee's possession or under the Lessee's control.

### **Occupation at Lessee's Risk**

2.35 To occupy keep and use the demised premises at the risk of the Lessee and the Lessee -

- (1) HEREBY RELEASES to the full extent permitted by law the Lessor and the servants and agents of the Lessor from all claims and demands which the Lessee may at any time have; and
- (2) HEREBY INDEMNIFIES AND COVENANTS TO KEEP INDEMNIFIED the Lessor and the servants and agents of the Lessor against all claims and demands which any servant or agent of the Lessee may have against the Lessor or any servant or agent of the Lessor for or in respect of any loss damage or injury arising directly or indirectly from or as a consequence of or contributed by:-
  - (a) the death of or injury to any person or loss of or damage to any property of any person arising from or out of any occurrence in on or about the demised premises or the Lessor's Property or the use of the demised premises by the Lessee or any servant or agent of the Lessee;
  - (b) any accident or damage to or any failure to operate or malfunction of any fixture fitting plant or equipment in on or about the demised premises or the Lessor's Property;
  - (c) the leakage or overflow of water whether originating in the demised premises or elsewhere in into or from the demised premises or the Lessor's Property;
  - (d) the escape of electricity gas or any other substance or thing;
  - (e) any defect in the demised premises or in any conveniences fixtures fittings services or appliances installed or built or permitted by the Lessor upon the demised premises;
  - (f) the exercise or attempted exercise of any of the rights authorities powers or remedies of the Lessor under this lease; or
  - (g) any act or omission of the Lessee or any servant or agent of the Lessee;

except to the extent that such claim demand loss damage or injury arises or results from the wilful or negligent act or omission of the Lessor or the servant or agent of the Lessor.

### **Cost of Lease**

2.36 To pay:-

- (a) all stamp duty and if this lease is to be registered all registration fees payable on this lease, and
- (b) all reasonable costs incurred by the Lessor in connection with the preparation stamping and if this lease is to be registered one half of any mortgagees production and consent fees and all costs and fees incurred for the preparation and filing of any plan necessary for the registration of this lease.

3.00 **THE LESSOR HEREBY COVENANTS AND AGREES WITH THE LESSEE AS FOLLOWS:-**

### **Quiet Enjoyment**

3.01 The Lessee paying the rent hereby reserved and observing and performing the several covenants agreements and stipulation's herein contained shall peaceably hold and enjoy the demised premises during the said term without any interruption by the Lessor or any person rightfully claiming under or in trust for the Lessor.

### **Lessor's Outgoings**

3.02 To pay when due any outgoings not the responsibility of the Lessee under the terms of this lease.

### **Extension of Lease**

3.03 On the written request of the Lessee made not later than three (3) months nor earlier than six (6) months prior to the expiration of the term hereby granted and provided that there shall not at the time of such request or at the expiration of the said term be any existing breach or non-observance of any of the covenants and conditions herein contained the Lessor shall at the expense of the Lessee grant to the Lessee an extension of the term hereby granted for the further term specified in Item G on the same terms and conditions herein contained (mutatis mutandis) except -

- (a) this sub-clause PROVIDED THAT where Item G provides for more than one option to extend this lease shall apply in respect of each such options except the last thereof and no option of extension or renewal shall apply at the end of the last of the terms specified in Item G and,
- (b) the Lessee shall for the first year of the extended term pay an annual rental fixed in the manner provided in Item A and for such purposes the first day of the extended term shall be taken to be a rent review day.



### **Rent of Extension of Lease**

- 3.04 (a) Where Item A specifies that the rent for the first year of an extended term shall be determined by a market review the Lessee may by notice in writing to the Lessor request a determination of the current market rent within the period that begins six months before and ends two months before the last day on which the option contained in clause 3.03 may be exercised unless the lessor and the Lessee have already agreed as to what the actual amount of that rent will be.
- (b) if the Lessee makes a request under sub-clause (a), the amount of the current market rent shall be determined (as at the time of the request) in accordance with the provisions of sub-clause (c) of clause 2.02 and the period within which the Lessee must exercise the option shall be varied so that the last day on which the option may be exercised is 21 days after the determination of the current market rent is made and notified to the Lessee in writing or the last day of the term of this lease, whichever is the earlier;
- (c) the amount of the current market rent determined under sub-clause (b) shall be the current market rent for the purposes of the exercise of the option (even though it may be a determination of the current market rent as at an earlier time);
- (d) the Lessor and the Lessee shall pay the costs of the determination of the current market rent in equal shares unless the Lessee does not exercise the option to renew the lease in which case the Lessee shall reimburse the Lessor for the Lessor's share of the costs;
- (e) If the term of this lease is 12 months or less, the periods of six months and two months in sub-clause (a) of this clause shall be shortened to three months and 30 days respectively.

### **Lessor's Insurance**

- 3.05 The Lessor may effect and keep current at all times a policy or policies of insurance with a recognised and reputable public insurance office
- (a) in respect of the building all Lessor's fixtures fittings and improvements of any insurable value comprised in the Lessor's Property or affixed thereto in which the Lessor has an insurable interest now or at any time hereafter during the term against loss or damage caused by fire storm tempest or earthquake and such other events as the Lessor at the unfettered discretion of the Lessor may deem fit for the full replacement or reinstatement value thereof from time to time;
- (b) against loss of rent for or in respect of the Lessor's Property or any part thereof;
- (c) against liability to persons in on or in the vicinity of the Lessor's Property; and
- (d) against such other risks however arising in respect of or in relation to the Lessor's Property or the use thereof as the Lessor deems necessary.



**4.00 PROVIDED ALWAYS AND IT IS EXPRESSLY AGREED AS FOLLOWS:-**

**Right of Re-Entry**

- 4.01 That if the rent hereby reserved or any part thereof shall at any time be unpaid for fourteen (14) days after becoming due and payable (whether formally demanded or not) or if the Lessee commits permits or suffers to occur any breach or default in the performance or observance of any of the covenants herein contained express or implied and on the part of the Lessee to be observed and performed or if the Lessee goes into liquidation save for the purpose of reconstruction or amalgamation or has an Receiver or Manager appointed or if the Lessee makes an assignment for the benefit of creditors or enters into any agreement or makes any arrangements with creditors for liquidation of the Lessee's debts by composition or otherwise or if any distress or process of execution is levied upon the Lessee or the property of the Lessee or any part thereof then in any of such cases the Lessor may at any time thereafter re-enter upon the demised premises or any part thereof in the name of the whole and have again repossess and enjoy the same as of the former estate of the Lessor and thereupon the said term and all the estate interest and rights of the Lessee hereunder shall absolutely determine but without prejudice to any right or remedies which the Lessor has or might otherwise have for or in respect of unpaid rent breach of covenant or damages whether as a consequence of such breach or default or otherwise and the Lessor shall be freed and discharged from any action suit claim or demand by the Lessee under or by virtue of this lease.

**Notice Before Re-Entry**

- 4.02 Where notice of any breach or default is required to be given before re-entry pursuant to section 10 of the Landlord and Tenant Act 1936 such notice shall provide that fourteen days is the period within which the Lessee is to remedy the breach or default if it is capable of remedy and to make reasonable compensation in money to the satisfaction of the Lessor PROVIDED THAT no notice shall be required in respect of non-payment of rent.

**Essential Terms**

- 4.03 (a) That clauses 2.01, 2.06, 2.15 (a), (b) and (d), 2.16, 2.18 and 2.35 are essential terms of this lease and that the Lessor may at the option of the Lessor treat any breach or default by the Lessee in due observance or performance by the Lessee of the duties and obligations of the Lessee thereunder as a repudiation by the Lessee of the terms of this lease PROVIDED THAT the Lessor may not treat any breach or default by the Lessee (except failure on the part of the Lessee to pay the rent hereby reserved) as a repudiation by the Lessee unless and until -
- (i) the Lessor has first served on the Lessee a notice specifying the particular breach complained of and if the breach is capable of remedy requiring the Lessee to remedy the breach and in any case requiring the Lessee to make compensation in money for the breach, and
  - (ii) the Lessee has failed within fourteen (14) days thereafter to remedy the breach if it is capable of remedy and to make reasonable compensation in money to the satisfaction of the Lessor for the breach.



- (b) If the Lessor elects to treat this lease as repudiated by reason of any breach or default in the due observance or performance by the Lessee of any of the duties and obligations of the Lessee pursuant to the provisions of this lease mentioned in paragraph (a) THEN
- (i) this lease and all the rights and remedies of the Lessee hereunder shall cease and determine, and
  - (ii) without prejudice and in addition to any other rights and remedies which the Lessor may have hereunder the Lessor shall be entitled to recover from the Lessee all costs expenses losses and damages which the Lessor may have paid incurred or suffered as a result of such breach or default and damages in respect of the loss of benefits which observance or performance of this lease would have conferred on the Lessor had this lease and the Lessee's obligations hereunder endure for the unexpired balance of the term of this lease following such termination which damages shall include the rent which would have been payable hereunder for such unexpired balance of the term hereof PROVIDED THAT
- (c) The Lessor shall take any and all reasonable steps to mitigate and reduce any damages which the Lessor may sustain as a result of such breach or default or otherwise. The Lessee shall not be released from any liability under this clause by reason of the Lessor re-entering the demised premises or accepting the Lessee's repudiation of this lease or entering into any new lease of the premises or any part thereof with any person or any voluntary surrender of this lease or the acceptance thereof by the Lessor or the Lessor executing a surrender of this lease under clause 4.03 or accepting the same or any waiver by the Lessor of any breach of any covenant term or condition herein contained expressed or implied or any other act deed or thing whatsoever that may be done by the Lessor.

#### **Power of Attorney**

- 4.04 That in the case of the happening of any event whereby the Lessor may become entitled so to re-enter and take possession of the demised premises and to determine this lease as aforesaid after necessary compliance with any relevant statutory provisions as to the exercise of rights or forfeiture (of which the statutory declaration of an officer of the Lessor shall be conclusive evidence for the purpose of the Registrar General) the Lessee HEREBY IRREVOCABLY APPOINTS the Lessor the attorney of the Lessee in the Lessee's name and as the Lessee's act and deed from time to time if and when such attorney shall think fit for the purpose of giving full effect to the power of re-entry to execute a surrender of this lease and to procure the registration and to record this Power of Attorney and to procure to be done any act matter or thing which may be requisite or proper for giving full effect thereto according to the Real Property Act 1886 or any law or usage for the time being in force in the State of South Australia AND all and whatsoever such attorney shall lawfully do or purport to do or cause to be done by virtue of the said appointment of the Lessee hereby covenants to ratify and confirm.

#### **Holding Over**

- 4.05 That if the Lessee holds the demised premises with the express or implied permission of the Lessor after the expiration or sooner determination of the said term hereby granted the Lessee shall be deemed to hold the demised premises as a



tenant from month to month and shall hold the demised premises subject to all the covenants agreements and conditions hereinbefore contained so far as the same shall be applicable to a monthly tenancy and the tenancy so constituted may be determined by one month's notice to quit by either side which may be given so as to expire at any time PROVIDED that the rent payable shall be the rent payable for the last year of the term hereof plus ten (10%) per centum thereof.

#### **Abandoned Goods**

4.06 If at the expiration or the sooner determination of the said term of this lease, any goods are left upon the demised premises:-

- (a) the Lessor may, at any time after the expiration of two days after the Lessor takes possession of the demised premises, remove and destroy or dispose of goods if they are perishable foodstuffs or if their value is less than a fair estimate of the cost their removal storage and sale, but
- (b) if the goods are not liable to destruction or disposal under paragraph (a) the Lessor must -
  - (i) store the goods in a safe place and manner at least 60 days,
  - (ii) give notice in the form prescribed under the Retail and Commercial Leases Act 1995 of the storage of the goods to the Lessee (if he has left a forwarding address) and to any other person who to the knowledge of the Lessor has an interest in the goods,
  - (iii) publish notice in the prescribed form of the storage of the goods in a newspaper circulating generally throughout the State, and
  - (iv) if the goods are not reclaimed within the 60 day period referred to in paragraph (i) have the goods sold by public auction as soon as practicable after the end of the period.
- (c) the Lessor shall pay and apply the proceeds of the sale of the goods under paragraph (b) (iv) as follows -
  - (i) the Lessor may retain the reasonable costs of removing storing and selling the goods and any amounts owed to the Lessor under this lease, and
  - (ii) the Lessor shall pay the balance (if any) to the owner or if the identity or address of the owner are not known to and are not reasonably ascertainable by the Lessor to the Commissioner for Consumer Affairs.

#### **Easement for Utilities**

4.07 Notwithstanding anything herein contained the Lessor HEREBY RESERVES unto the Lessor and the servants and agents of Lessor and to all other persons granted similar rights whether before or after the date of this lease the free and uninterrupted passage of gas water and electricity through and along the pipes and wires and drains which now are and may at any time hereafter be on or under or passing through the demised premises WITH POWER to the Lessor and the servants and agents of the Lessor and other persons authorised by the Lessor at all reasonable



times to enter into and upon the demised premises for the purpose of inspecting or installing repairing cleansing replacing or altering the said pipes wires and drains AND ALSO for the purpose of painting or inspecting or repairing the exterior walls and the roof of the demised premises and the Lessors Property as well as for any other purpose PROVIDED THAT in the exercise of any such rights and powers there shall be occasioned to the Lessee as little disturbance and damage as is practicable and that all such inspections and works shall be carried out without undue delay and that the Lessor shall restore and make good any damage to the fixtures and fittings of the Lessee and to the said premises thereby caused.

#### **Destruction of or Damage to Demised Premises**

- 4.08 (a) If the demised premises or the building of which the demised premises forms part is damaged -
- (i) the Lessee shall not be liable to pay rent, or any amount payable to the Lessor in respect of outgoings or other charges, which is attributable to a period during which the demised premises cannot be used or are inaccessible due to damage;
  - (ii) if the demised premises are still usable but their usability is diminished due to the damage, the Lessee's liability for rent and any amount for outgoings attributable to a period during which usability is diminished shall be reduced in proportion to the reduction in usability caused by the damage;
  - (iii) if the Lessor notifies the Lessee in writing that the Lessor considers the damage is such as to make its repair impracticable or undesirable, the Lessor or the Lessee may terminate this lease by giving not less than seven days notice in writing to the other and no compensation shall be payable in respect of that termination;
  - (iv) if the Lessor fails to repair the damage within a reasonable time after the Lessee requests the Lessor in writing to do so, the Lessee may terminate this lease by giving not less than seven days notice in writing of termination to the Lessor;
  - (v) paragraphs (i) to (iv) shall not affect a right of the Lessor to recover damages from the Lessee in respect of any damage or destruction to which those paragraphs apply.
- (b) The Lessee shall not be relieved of the obligation to pay rent if the damage resulted from the wrongful act or negligence of the Lessee or an employee or agent of the Lessee unless the Lessor is insured against loss of rent under an insurance policy and the Lessee contributes to the insurance premium.
- (c) (i) If the parties fail to agree on any matter arising under this clause the same shall be determined by a valuer appointed by agreement between the parties within 14 days of such disagreement, and failing such agreement by the President or Acting President for the time being of the Australian Property Institute (S.A. Division) Inc. (at the request of either of the parties) and such rent as assessed by such valuer shall be the rent payable from the date upon which the demised premises were damaged until the demised premises shall be rendered wholly fit for occupation.

- (ii) In making such assessment of rent such valuer shall be considered as an expert and not as an arbitrator and accordingly the provisions of the Commercial Arbitration Act 1986 shall not apply.
- (iii) The costs of any such valuer shall be borne equally by the parties.
- (d) The termination of this lease under this clause shall not prejudice the Lessor's rights and remedies in respect of an antecedent breach of the Lessee's covenants herein contained or the Lessor's rights to recover any rent in respect of any period prior to the date of such termination.

#### **Service of Notices**

- 4.09 (a) That in addition to any other lawful means of service any notice that may be given hereunder shall be sufficiently served on either of the parties hereto if delivered or posted to that party's address as appearing herein or such other address as that party may from time to time notify the other in writing.
- (b) A notice sent by post shall be deemed to be given at the time when in due course of post it would be delivered at the address to which it is sent notwithstanding that the notice is returned to the sender undelivered by the postal authorities.

#### **Waiver**

- 4.10 That no waiver by the Lessor of any breach of any covenant obligation or provision of this lease expressed or implied shall operate as a waiver of another breach of the same or any other covenants obligations or provisions in this lease contained or implied.

#### **Severability of Provisions of Lease**

- 4.11 If any covenant term or provisions or part thereof of this instrument is or becomes unlawful or invalid or infringes any Statute or Regulation the offending term or provision shall be severed herefrom without affecting the validity and enforceability of the remainder hereof.

#### **Exclusion of Warranties**

- 4.12 That the Lessee ACKNOWLEDGES AND DECLARES that no promise representation warranty assurance or undertaking has been given by the Lessor in respect of the suitability of the demised premises for any purpose to be carried on therein or to the suitability of the fittings finish fixtures facilities and amenities of the demised premises otherwise than those contained in this lease.

#### **Additional Covenants**

- 4.13 The Lessor and the Lessee hereby further covenant and agree with each other in the manner contained in the additional covenants as set out in Item H.

#### **Subdivision**

- 4.14 In this clause:-
- (a) "allotment" means an allotment, unit or lot created on subdivision.



- (b) "subdivision" means the division or re-division of land under:
  - (i) Part XIXAB of the Real Property Act 1886, or
  - (ii) the Community Titles Act 1996.
- (c) If the demised premises are a portion of the Lessor's Property, and if the Lessor notifies the Lessee that the Lessor wants to proceed with the subdivision of the Lessor's Property;
  - (i) the Lessee will give any consent that may be required from the Lessee under any Act or instrument for the purposes of the proposed subdivision, and
  - (ii) the following documents are, if the Lessor so requires, to be contemporaneously executed;
    - (A) an instrument of surrender of this lease (in registrable form) as from a time immediately before the subdivision takes effect, and
    - (B) a new lease (the "substitute lease") for the balance of the term of this lease (and on the same conditions – or those conditions as appropriately modified to allow for the subdivision) for the allotments to be formed by the subdivision out of land to which this lease applies.
  - (iii) all documents necessary to give effect to this clause will be prepared by the Lessor's Conveyancers and will be prepared, stamped and registered at the Lessor's expense.

**5.00 THE LESSOR AND THE LESSEE HEREBY COVENANT AND AGREE AS FOLLOWS:-**

**Estimate of Outgoings**

- 5.01 (a) The Lessee acknowledges that before the Lessee entered into this lease the Lessee received a disclosure statement under Section 12 of the Retail and Commercial Leases Act 1995 and a written estimate of the outgoings to which the Lessee must contribute under this lease (herein called "the estimate of outgoings") in the first accounting period (being the 1<sup>st</sup> of July 2019 to the 30<sup>th</sup> of June 2020 or such other date as the Lessor may choose from time to time.
- (b) If the Lessor requires the estimate of outgoings to be paid monthly in advance, rather than as they fall due, the Lessor shall not less than one (1) month before the commencement of each subsequent accounting period give to the Lessee an estimate of outgoings for the accounting period.
- (c) The Lessor shall, at the request of the Lessee, give to the Lessee such information and explanations as the Lessee may reasonably require about expenditure on outgoings to which the Lessee is required to contribute and the basis on which the Lessee's contribution to the outgoings is determined.

- (d) The Lessor may give the estimate of outgoings after the time provided in sub-clause (b) of this clause provided that in such event the Lessee shall not be required to make any payment in respect of the outgoings referred to in the estimated until the expiration of one (1) calendar month after the estimate is given.

#### **Payment of Outgoings**

- 5.02 (a) The Lessee shall pay the Lessee's proportion of the outgoings monthly in advance with the payment of rent.
- (b) Any under-payment or over-payment of outgoings shall be adjusted after the expiration of the accounting period in the manner provided in clause 5.04.
- (c) The Lessee's proportion of the outgoings and each installment thereof shall be recoverable in the like manner as rent in arrears or by action in any Court.

#### **Report on Outgoings**

- 5.03 The Lessor shall, within three (3) months after the end of each accounting period, give to the Lessee a written report containing a statement of all expenditure by the Lessor in the accounting period towards which the Lessee is required to contribute in a form that facilitates comparison with the relevant estimate.

#### **Adjustment of Outgoings**

- 5.04 (a) Within three (3) months after the expiration of each accounting period there shall be an adjustment between the Lessor and the Lessee to take account of any underpayment or over-payment by the Lessee in respect of outgoings.
- (b) The adjustment shall be calculated on the basis of the difference between the total amount of outgoings in respect of which the Lessee contributed (that is, the estimated total expenditure by the Lessor on outgoings during the accounting period) and the total amount actually expended by the Lessor in respect of those outgoings during the period as shown in the auditor's report, but shall take into account only expenditure properly and reasonable incurred by the Lessor in payment of those outgoings;
- (c) If the amounts paid by the Lessee on account of the outgoings for the accounting period exceeds the Lessee's proportion of the total amount actually expended by the Lessor in the accounting period as shown in the auditor's report referred to in clause 5.03 the Lessor shall pay to the Lessee the amount of such excess within fourteen (14) days of the giving of the report, and
- (d) If the amounts paid by the Lessee on account of the outgoings for the accounting period is less than the Lessee's proportion of such total amount then the Lessee shall pay the amount of such deficiency to the Lessor within fourteen (14) days of the giving of the report.



## THE SCHEDULE

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Item A      **RENT REVIEWS** - Clauses 2.02 and 3.03

Review Days

One year from the  
Commencement date  
And thereafter annually  
Throughout the initial and  
Extended terms provided  
For hereunder

Manner of Review

- a) C.P.I. increases annually throughout  
the initial and extended terms provided  
for hereunder, except for;
- b) Market Review at the commencement  
of each extended term

BASE RENT – Not applicable Clause 2.02 (e)

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Item B      **THE LESSOR'S PROPERTY** - Clause 1.00 (f)

The whole of the land comprised in Certificate of Title Volume 5907 Folio 598

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Item C      **RATES AND OUTGOINGS** - Clause 1.00 (g)

Local Government rates and charges, water catchment levy (if applicable),  
Emergency Services Levy, charges for; water supply, sewer, water  
consumption, Save The River Murray Levy, Community Titles Corporation fees,  
the Lessor's agents management and administration fees, bank charges and  
audit fees.

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Item D      **SECURITY BOND** - Clause 2.03

Nil

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Item E      **USE OF DEMISED PREMISES** - Clause 2.06

Warehouse / Direct Sales

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Item F      **FREQUENCY OF PAINTING BY THE LESSEE** - Clause 2.20

Every three (3) years, and at the expiration or sooner determination of this  
lease.

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Item G **TERM OF EXTENSION** - Clause 3.03

One option of two ( 2 ) years

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Item H **ADDITIONAL COVENANTS** - Clause 4.13

**Guarantee & Indemnity**

1. The Lessee acknowledges that this lease and any extension provided for hereunder has been granted conditionally upon the Directors and Shareholders of the Lessee providing a Guarantee & Indemnity in a form acceptable to the Lessor.

**Community Corporation**

2. The Lessee acknowledges that the demised premises are defined as a lot on Community Plan No. 22000 and that the registered proprietors of the individual lots are subject to the provisions of the By-Laws which are registered on Certificate of Title Volume 5907 Folio 598 and numbered 9711447 ("the By-Laws"). The Lessee hereby agrees to abide by the By-Laws, and to all reasonable directions of the Lessor and, or, the Community Corporation, provided that any such By-Law or direction shall not be in derogation of the Lessee's rights and liberties hereunder. Subject to the above acknowledgments the Lessor agrees that the Lessee shall have equal rights of use with other owners/occupiers of the common areas as set out in the said Community Plan.

**Agreement to Lease**

3. The Lessee and the Lessor agree that the Special Conditions referred to in the Agreement to Lease prepared by Commercial SA dated on the 1<sup>st</sup> day of May 2021 shall be incorporated as Additional Covenants of this lease, a copy of which is attached hereto
-



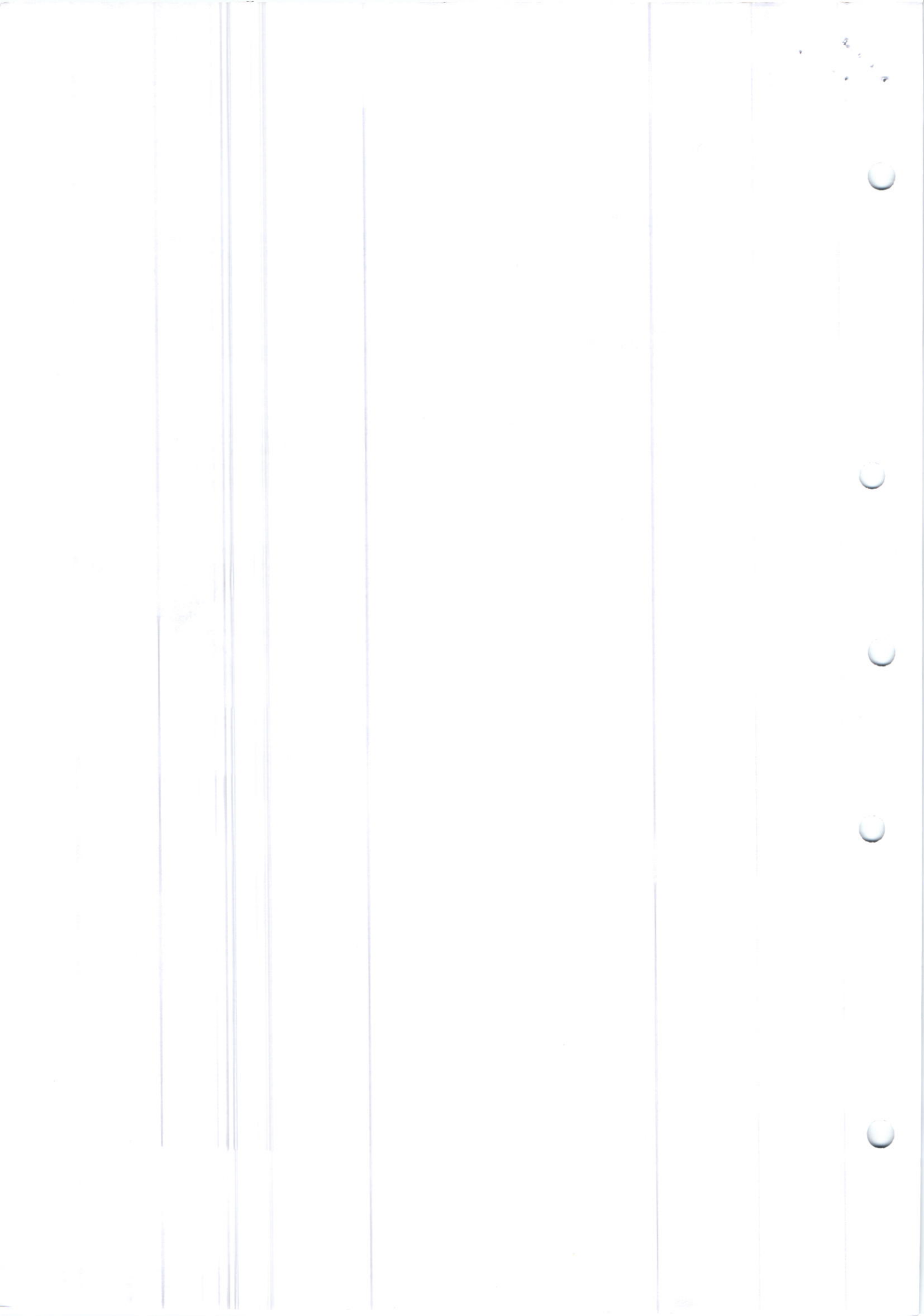
**INFORMATION  
NOTICE:**

The Lessor does not warrant that the premises you are about to Lease will for the duration of your commercial tenancy agreement be structurally suitable for the type of business you intend to carry on

**SPECIAL  
CONDITIONS:**

Such endorsement shall constitute a binding unconditional agreement.

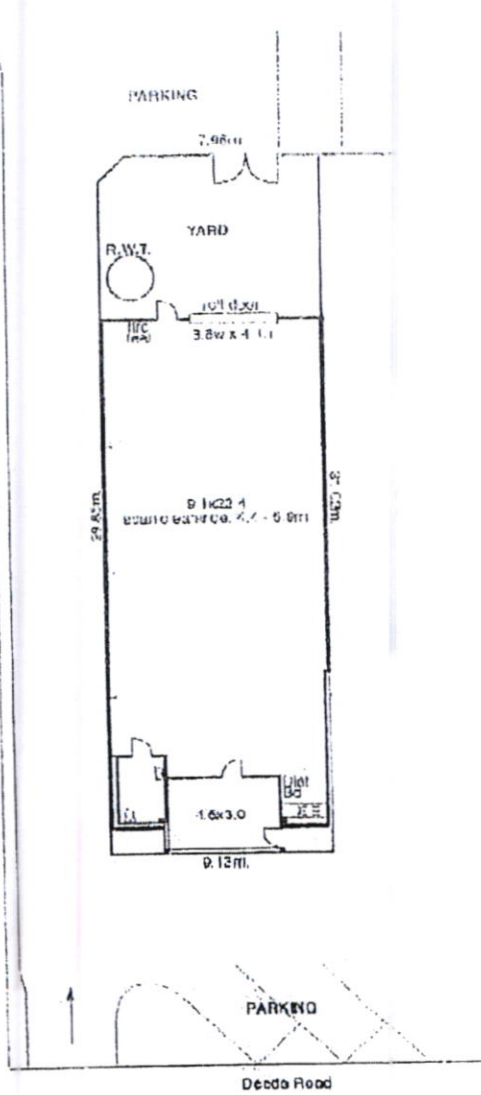
1. The Lessee agrees to provide the Lessor with the original Bank Guarantee as outlined on Page 1 of this Agreement to Lease document on or before the Lease commencement date. Should the Lessee fail to meet this requirement the Lessee shall not only be in breach of Lease as described in the standard Bank Guarantee clause (Page 1)
2. The Lessee agrees to provide the Lessor's agent with the fully executed original Memorandum of Lease as outlined on Page 3 of this Agreement to Lease document within (fourteen) 14 days of its submission to the Lessee. Should the Lessee fail to meet this requirement the Lessee shall not only be in breach of lease as described in the standard lease document clause (Page 3).

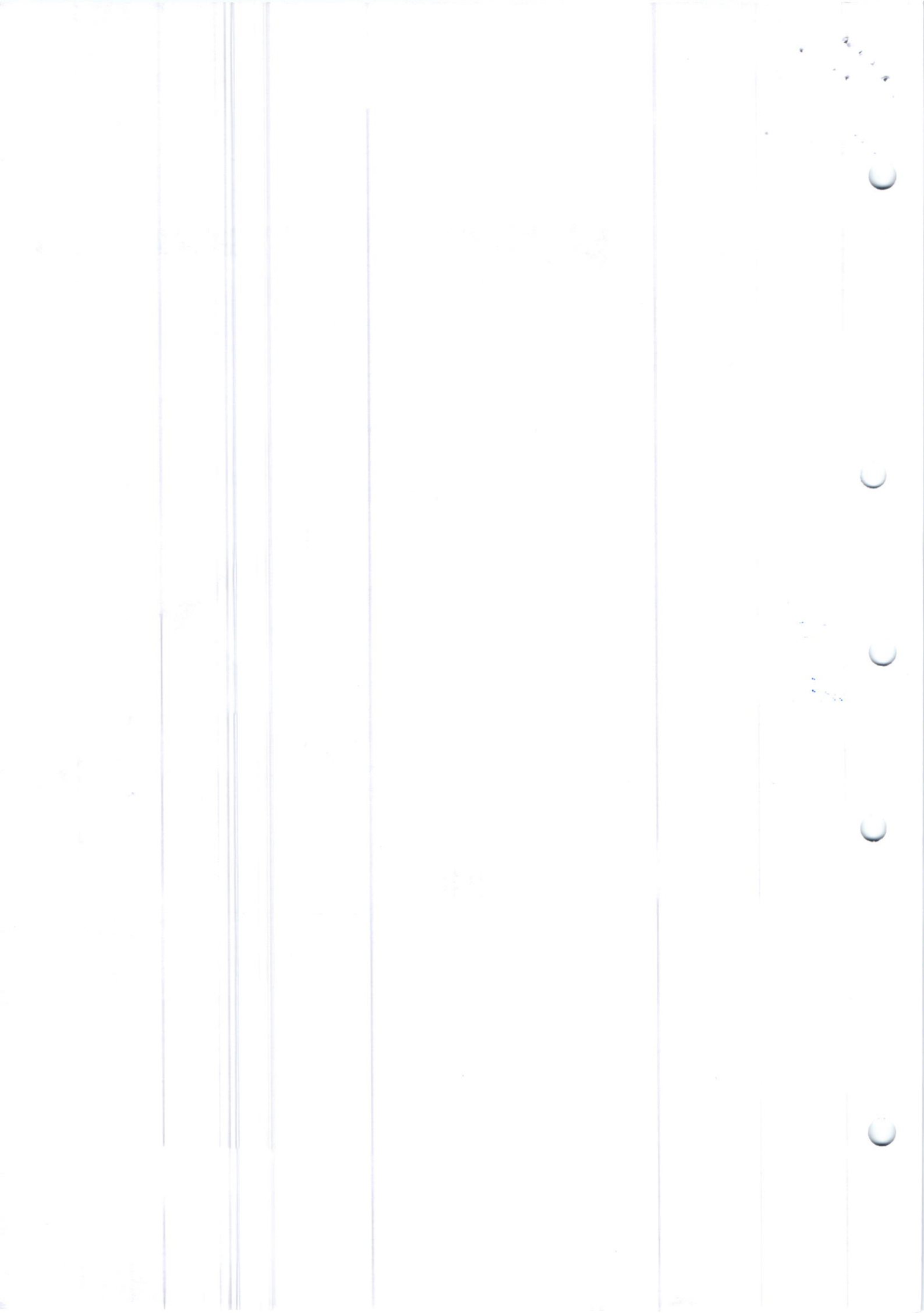




**Commercial S.A.**  
Property Group

Unit 1, 10-12 Deeds Road  
**CAMDEN PARK**








**CONSENTS OF MORTGAGEES AND SECTION 32 DEVELOPMENT ACT CERTIFICATION**

This lease does not contravene Section 32 of the Development Act 1993

DATED THE 28 DAY OF June 2021

**THE LESSOR DOES NOT WARRANT THAT THE PREMISES YOU ARE ABOUT TO LEASE WILL, FOR THE DURATION OF YOUR LEASE, BE STRUCTURALLY SUITABLE FOR THE TYPE OF BUSINESS THAT YOU INTEND TO CARRY ON**

EXECUTION

  
\_\_\_\_\_  
Signature of Lessor

  
\_\_\_\_\_  
Signature of Lessor

  
\_\_\_\_\_  
Signature of Witness

SANDRA ADAMS  
\_\_\_\_\_  
Print Name of Witness

0473426822  
\_\_\_\_\_  
Business Hours Telephone  
Number Of Witness

Executed by  
Amorini Australia Pty Ltd  
By the authority of the Board  
Of Directors in the presence of:-

  
\_\_\_\_\_  
Director

STEVEN BOSLEY  
\_\_\_\_\_  
Print Name of Director

\*NB: A penalty of up to \$2000 or 6 months imprisonment applies for improper witnessing

Time

80

10/10/00  
10/10/00  
10/10/00

*[Handwritten signature]*

*[Handwritten signature]*

*[Handwritten signature]*

SANDRA ADAMS

0473426872