

## **MEMORANDUM OF LEASE**

### **CERTIFICATE OF TITLE BEING LEASED**

**Part of land comprised in Certificate of Title Register Book:  
VOLUME 5829 FOLIO 439 known as 884 South Rd  
Edwardstown SA**

### **ESTATE OF LESSOR**

**Estate in fee simple.**

### **ENCUMBRANCE(S)**

**NIL**

### **LESSOR**

**Full Name and Address**

**Wann Holdings Pty Ltd (ACN: 007 807 678)  
ATF Wann Holdings Pty Ltd Superannuation Fund  
4 The Piazza, Pasadena SA 5042**

### **LESSEE**

**Full Name and Address:**

**RFW Holdings Pty Ltd ATF The Robert Wann Family  
Trust T/as F Wann Motors  
884 South Road, Edwardstown SA 5039**

### **TERM OF LEASE:**

**COMMENCING ON THE 1<sup>st</sup> day of JULY 2014.  
EXPIRING AT MIDNIGHT ON THE 30<sup>th</sup> DAY of JUNE 2017.**

**Together with rights of renewal; contained in the Eighth and  
Ninth Schedules hereto.**

### **RENT & MANNER OF PAYMENT:**

**The annual rental of FORTY FIVE THOUSAND DOLLARS  
(\$45,000) PLUS GST is to be paid monthly in advance.**

The Lessor set forth in SCHEDULE A hereto HEREBY LEASES to the LESSEE set forth in SCHEDULE B hereto the land set forth in SCHEDULE C hereto for the term set forth in SCHEDULE D hereto AND it is hereby covenanted by and between the Lessor and the Lessee as follows:-

1 The Lessee HEREBY COVENANTS with the Lessor as follows:

- (1) That the Lessee will pay the rent set forth in the FIRST SCHEDULE hereto on the days and in the manner set forth in the SECOND SCHEDULE hereto free and clear of all deductions and abatements whatsoever and such payments shall be paid by the Lessee to the Lessor's agent as set forth in the THIRD SCHEDULE hereto or at such other place as the Lessor shall in writing require.
- (2) That the Lessee will pay to the Lessor interest at the rate of FIFTEEN PERCENT (15%) per annum on any rent or other money -becoming payable under this Lease if not paid within seven (7) days of becoming due and payable and such interest shall be computed on and from the due day for payment and shall accrue from day to day until the date of actual payment.
- (3) That the Lessee will use the said land for the purpose set forth in the FOURTH SCHEDULE hereto [hereinafter called "the permitted use"]. The Lessee shall be responsible for obtaining all necessary approvals for such purpose. The Lessor shall not be liable to any extent for the Lessee's failure or inability to gain such approvals.
- (4) That the Lessee will pay all charges which may be made or become payable for gas electric light electric power water and telephone used or consumed during the term hereby granted in upon or about or in connection with the premises hereby leased.
- (5) That in addition to and without prejudice to the rental hereinbefore reserved the Lessee will at all times during the said term and any extension thereof and any holding over pay to the Lessor by way of further rent the amounts of the premiums imposed to effect a policy or policies of insurance upon the premises against all risks which it is normal and usual business practice for a Lessor to insure against including a proportion of such premiums calculated on a time basis in respect of the period from the commencement of this Lease until the expiry date of such policy or policies and similarly a proportion for the period from the last renewal date of such policy or policies and the expiration of the term.
- (6) That the Lessee will effect and keep effected at all times during the said term:-
  - (a) A Public Risk policy of insurance in respect of the premises hereby leased in the joint names of the Lessor and the Lessee with an insurer approved by the Lessor for not less than the sum set forth in the SIXTH SCHEDULE hereto for any one accident or such lesser

amount as the Lessor shall in writing approve and will produce the policy to the Lessor within seven (7) days from the date hereof and after the expiration thereof and of any renewal thereof will obtain and produce to the Lessor a certificate of currency of such insurance;

- (b) Proper Workers Compensation insurance for all employees employed by the Lessee in and about the premises hereby leased and will include therein any person or persons from time to time employed by the Lessee in cleaning or maintaining the premises hereby leased or engaged in carrying out work for or rendering services to the Lessee in relation to the premises hereby leased or in compliance with or the performance of any of the obligations of the Lessee under this Lease;
- (c) A policy insuring all plate glass upon and bounding the premises hereby leased against damage by fire storm tempest earthquake flood lightning or other acts of God or force major riots malicious actions civil commotion explosion objects falling from aircraft accident and such other risks as the Lessor may from time to time require in the joint names of the Lessor and the Lessee at the Lessee's expense in such Insurance Office as the Lessor shall approve PROVIDED HOWEVER that the Lessor shall be at liberty by notice in writing to the Lessee at or prior to the commencement of the term to elect to effect such insurance itself in which case the Lessee shall pay to the Lessor the premiums on demand. If such insurance is effected by the Lessee the Lessee shall within seven (7) days from the date thereof produce the policy to the Lessor and will renew and maintain such insurance and upon each occasion on which the Lessee shall do so the Lessee shall obtain and produce to the Lessor a certificate of currency of such insurance;
- (d) A policy insuring the Lessee's fittings and fixtures in the said premises for their full replaceable value;

AND on each and every occasion that circumstances occur which may give rise to a claim upon the Insurers under any of such insurances will immediately notify the Insurers in writing of such circumstances and of any other information the Insurers may reasonably require and will claim indemnity from the Insurers under such insurance AND the Lessee will forthwith and whether or not such indemnity is immediately granted reinstate any damaged plate glass fixtures and fittings and replace any stock damaged by water as hereinbefore mentioned.

- (7) That the Lessee will at all times during the said term hereby granted at the cost and expense in all things of the Lessee well and substantially repair and maintain and keep in at least as good and substantial a state of repair and condition as the same are now in [damage by fire storm tempest and fair wear and tear excepted] the said premises and every part thereof with the appurtenances and also all the Lessors fixtures and all gas pipes water Pipes and other Pipes and all electric light and electric power wires conduits and connections and all drains sewers and sewer

connections now or hereafter leading to or from the said premises hereby leased or which are or may hereafter be in upon or about the said premises and clear all drainage chokes and will prior to the expiration of the said term reinstate all floors walls and ceilings where or from which any trade or the Lessee's fixtures and fittings shall or may have been removed PROVIDED THAT the Lessee shall not be responsible for the re-wiring or for the re-laying of the wires and pipes aforesaid if the same shall be required due to being either worn Out or obsolete.

- (8) That the Lessee will not make or permit to be made any structural alterations to the said premises without the consent in writing of the Lessor being in each instance first had and obtained.
- (9) That the Lessee will permit and it shall be lawful for the Lessor or his attorney agent and surveyor to enter upon the said premises at all reasonable times during the said term to view the state of repair and the condition of the same and of all defects and wants of reparation then and there found and to give or leave on the said premises a notice in writing to the Lessee AND that the Lessee will at his own expense within the period of fourteen days from the giving or leaving of such notice or sooner if requisite repair and make good the same according to the covenant in that behalf hereinbefore contained and if the Lessee shall at any time or from time to time during the term hereof fail to comply with the requirements of the Lessor under such notice within the time stipulated therein the Lessor may or by his agents with or without workmen enter upon the said premises and carry out the work required and the cost of such work together with the attendant expenses including Clerk of Works' fees [if any] shall be recoverable from the Lessee in the same manner as if the same had been reserved as rent and had become in arrear or by action at law or other legal remedy.
- (10) At the Lessee's own expense in all things comply with and observe all notices orders or directions given to either the Lessee or the Lessor by any public municipal statutory or other authority relating to the said premises and shall carry out the requirements thereof at his own expense and the Lessee shall give to the Lessor prompt notice in writing of such notices orders or directions when received by the Lessee PROVIDED THAT this clause shall not impose any liability on the Lessee in respect of structural repairs or alterations to the said premises except as hereinafter contained.
- (11) That the Lessee will not at any time during the said term carry on or permit to be carried on in upon or about the said premises any noisy noisome noxious or offensive art trade business occupation or calling whatsoever but will use the said premises only for the purpose hereinbefore permitted unless the Lessor shall in writing consent to some other use [which consent the Lessor shall not unreasonably or capriciously refuse or withhold].

- (12) That the Lessee will not do or permit to be done in upon or about the said premises anything which in the opinion of the Lessor may be or be likely to become a nuisance or annoyance to or in any way interfere with the quiet and comfort of the occupants of any other premises adjoining or in the vicinity of the premises hereby leased.
- (13) That the Lessee will not do or suffer or permit to be done in upon or about the said premises anything whereby or by reason or on account whereof any policy or policies of insurance against loss or damage for the time being subsisting in respect of such premises or any part thereof may be or become void or voidable and in the event of any insurance claim being refused through any act or neglect of the Lessee the Lessee will make good the amount of any claim so refused. AND in the event that the insurer requires a higher premium because of the nature of the business conducted by the Lessee then the Lessee shall pay, in addition to any other amount that the Lessee is liable to pay, the amount of that extra premium required.
- (14) That the Lessee will not paint affix or exhibit any name writing advertisement or any other thing upon or outside the windows doors and external walls of the said premises without the consent in writing of the Lessor being in each instance first had and obtained and will at the end or other sooner determination of the said term hereby granted remove or paint out or obliterate in a manner to be approved of by the Lessor any name or writing or other thing which may have been so painted affixed or exhibited.
- (15) That the Lessee will keep both the external and internal sides of all windows within or abounding the said premises and the whole or any part of the facade of the building which may bound the said premises washed and clean and any car parking area situated on the said land clear and free from accumulation of rubbish and will keep all metal surrounds to all windows cleaned and polished.
- (16) That in respect to this Lease the Lessee agrees to pay all stamp duty and (if registration is required) registration fees and one half of all other preparatory costs.
- (17) That the Lessee shall not without the prior consent in writing of the Lessor install or use any electrical equipment on the said premises which may overload the cables switchboard or any sub boards through which electricity is conveyed to the said premises.
- (18) That the Lessee will clean down, wash and paint with two coats of the best quality paint and in the colours of which the Lessor shall first approve and in a thorough and workmanlike manner all the interior wood and iron work of the said premises and shall similarly clean down stop paint or colour also with materials and in colours approved by the Lessor such of the interior walls of the said premises as shall have been painted or coloured or shall be required by notice in writing from the Lessor to be painted including all ceilings such painting and other works to be carried out and completed as

and when the same shall be reasonably required by the Lessor but in any event during the last three (3) months of the term of this Lease and if this Lease shall be renewed or extended in accordance with the terms hereinafter provided then the obligation of the Lessee to paint as contained in this clause shall occur again within the last three (3) months of the renewal term.

- (19) That the Lessee may install in the said premises air conditioning equipment fixtures and internal partitions only of such type quality colour and size and in such locations as the Lessor shall first approve and by a builder or other contractor approved by the Lessor and such work to be completed under the supervision of an architect but always and in all things at the cost of the Lessee. The Lessee further covenants not to make any additions or alterations to the said partitions or fixtures except with the approval in writing of the Lessor. When applying for such approval the Lessee shall submit to the Lessor for perusal full and clear plans specifications and other details as the Lessor may require. Such equipment fixtures and partitions shall remain the property of the Lessee who shall be responsible for all maintenance repair and running costs thereof and if so required by the Lessor such equipment fixtures and partitions shall be removed by the Lessee from the said premises at the expiration or sooner determination of the said term but so as to do no damage to the said premises.
- (20) That the Lessee shall pay and bear all costs charges and expenses incurred in the operation and maintenance of air-conditioning plant and equipment and other mechanical devices in or servicing the premises hereby leased including the cost of routine examination servicing and maintenance of the air-conditioning plant and equipment and the cost of all necessary repairs thereto.
- (21) That the Lessee will pay to the Lessor the costs of and charges for the installation of any or additional fire fighting equipment which may at any time during the said term be required by any statutory or governmental authority to be installed in the said premises.
- (22) That the Lessee will not assign transfer demise sub-let or part with or share the possession of or grant any licence affecting or mortgage charge or otherwise deal with or dispose of the said premises or any part thereof or by any act or deed procure the said premises or any part thereof to be assigned transferred demised sub-let into shared or put into possession of any person or persons nor declare itself trustee of the said premises or any part thereof for any legal or equitable estate or interest without the consent in writing of the Lessor first obtained which consent shall not unreasonably be withheld if:
  - (a) The Lessee is not in default in the covenants and agreements on the Lessee's part herein contained;
  - (b) The proposed Lessee is a person or firm of high financial standing and will use the said premises for a purpose substantially similar to that of the Lessee the onus of proving such fact shall be upon the Lessee to the satisfaction of the Lessor;

- (c) The Lessee procures the execution by such assignee or transferee of an assignment or transfer of these presents to which the Lessor is a party in such form as the Lessor and his solicitors shall approve;
- (d) Such assignment or transfer contains a covenant by the assignee or transferee with the Lessor that the assignee or transferee will at all times during the continuance of the term hereby granted duly pay the rent hereby reserved at the times and in the manner herein mentioned and perform and observe all the covenants conditions and agreements of this Lease on the part of the Lessee to be performed and observed;
- (e) Such assignment or transfer is approved by the solicitors of the Lessor at the cost and expense in all respects of the Lessee;
- (f) The Lessee pays to the Lessor all proper costs charges and expenses incurred by the Lessor of and incidental to any enquiries that may be made by or on behalf of the Lessor as to the responsibility solvency fitness and suitability of any proposed assignee or transferee.

The covenants and agreements on the part of any such assignee or transferee shall be deemed to be supplementary to these presents and shall not in any way relieve or be deemed to relieve the Lessee from his liability hereunder. Where the proposed assignee or transferee is a corporation the Lessor may as a condition of his consent to such assignment or transfer require the covenants contained therein by the assignee or transferee to be guaranteed by the directors and/or principal shareholders of such company AND any change in control of the Lessee [if a company] shall be deemed an assignment of this Lease and will require the consent of the Lessor as aforesaid.

- (23) That the Lessee will at all times during the said term hereby granted keep the said premises clean tidy and free from all accumulations of refuse and rubbish of every description.
- (24) That the Lessee shall be at liberty at any time prior to the expiration of the said term hereby granted or any renewal or any extension thereof to take down dismantle remove and carry away from the said premises all counters shelving partitions fittings fixtures and plant erected placed or installed on the said premises by the Lessee the Lessee however making good to the satisfaction of the Lessor all damage which may be caused to the said premises by or in the course of such taking down dismantling and removal.
- (25) That the Lessee will at all times indemnify and keep indemnified the Lessor from and against all loss or damage to the said premises or to the said building or to any property therein or otherwise caused by or resulting from any negligence of the Lessee or of any clerk servant licensee invitee employee client agent customer or visitor of the Lessee or by any person claiming under the Lessee or resulting from any default or failure by the Lessee to observe any covenant condition or

agreement hereunder and in particular but without limiting the generality hereof from the negligent or careless use or misuse waste or abuse of the water gas electricity lighting heating air-conditioning or other services supplied to the said premises or to the said building or of the fittings or fixtures in connection with such services and will in all respects pay for all such loss and damage and the Lessee shall give to the Lessor or its agent prompt written notice of any accident to or defects in any such fittings or fixtures or services.

- (26) That the Lessee will at all times indemnify and keep indemnified the Lessor his agents servants and employees from and against all damages costs actions claims and demands which may be recovered or made against the Lessor by the Lessee or any clerk servant licensee invitee employee client agent customer or visitor of the Lessee or by any person claiming under the Lessee for or on account of any loss damage or injury howsoever arising in or upon or near the said premises or by any other person for or on account of any loss damage or injury sustained whilst using or entering or near any part of the said building and arising out of the wilful or negligent act omission or default of the Lessee or any clerk servant licensee invitee employee client agent customer or visitor of the Lessee.
- (27) That the Lessee will at the expiration or sooner determination of the said term hereby granted peaceably and quietly leave surrender and deliver up to the Lessor the said premises together with all the Lessor's fixtures and fittings well and substantially repaired amended and kept as aforesaid with the glass in all windows whole and unbroken and all sanitary connections properly cleansed and in good order and the locks keys and door fastenings electric light and other fittings and conveniences thereto belonging in good order and condition and complete in every respect.
- (28) To permit the Lessor or the agent of the Lessor one-month before the end or other termination of the Lease to erect the usual 'To Let' notices in a conspicuous place outside or inside the premises hereby leased and [at the Lessor's discretion] to enter into and upon the said premises for the purpose of erecting and exhibiting the same and also for the purpose of showing prospective lessees over the said premises.
- (29) That the Lessee will empty any papers and inflammable materials and all other rubbish and waste into a receptacle to be supplied at the Lessee's expense and the Lessee will not permit any rubbish bin or other receptacle of any type for rubbish or waste to be placed near the front of the premises hereby leased nor in any arcade passageway or pavement leading to and from the premises hereby leased but will place same in a position to be nominated by the Lessor for storage for



removal by the Council or other authorised person on the prescribed day for that removal].

- (30) That the Lessee shall and will at the Lessee's own expense fit out the said premises with such furniture and fixtures as may be necessary for the proper efficient conduct of the business hereinbefore authorised to be carried on in from and upon the said premises and shall and will keep the same in good repair and shall and will also keep the said premises adequately stocked and properly attended to AND the said Lessee shall and will use the best endeavours to make the same attractive for the conduct of the business hereinbefore authorised to be carried on in from and upon the said premises.
- (31) That the said Lessee shall not and will not make nor permit nor suffer to be made in or upon the said premises any noise [including wireless broadcasting and musical sounds vocal or instrumental] whether directly or by means of amplification in such manner that the same may be heard outside the said premises.
- (32) That the Lessee shall at all times during the term of this Lease or during any holding over pay and discharge or cause to be paid and discharged the cost of all excess water charged in respect to the premises.
- (33) The said Lessee shall not and will not deliver or suffer to be delivered to the said premises any articles or goods for the purpose of the said business excepting during such hours as may be appointed by the Lessor for that purpose PROVIDED ALWAYS that the Lessee shall be at liberty to take delivery of goods at any time so long as such goods are unloaded at such loading and unloading area or areas as may from time to time be nominated by the Lessor for that purpose.
- (34) The Lessee shall permit the Lessor to have access to the premises to maintain and make further connections to the water, power, sewerage stormwater and other services and facilities supplied to the premises. Such access shall be upon reasonable notice to the Lessee and so as not to cause unreasonable inconvenience to the Lessee. Further connections may be for the supply of services to other premises of the Lessor.
- (35) That the Lessee shall take all necessary precautions to ensure that there is no spillage of oils greases solvents or other fluids or chemicals onto the ground or into any gutter drain or onto any other part of the said premises and shall take necessary precautions to ensure that there is no escape of such materials from the premises. The Lessee shall handle and store all such materials in a safe proper and approved manner. The Lessee shall collect and store all such materials in appropriate containers for transport away from the premises. In the event of any spillage or escape occurring the Lessee shall immediately notify the Lessor and shall take all steps, at the Lessee's expense, to cleanse and reinstate the premises and any other area affected to the

satisfaction of the Lessor and all authorities having an interest in such matters.

- (36) The Lessee shall cause all Fire Protection equipment including that known as "Essential Safety Provisions" to be serviced operated and maintained to applicable Australian Standards at the expense of the Lessee.

2. The Lessor HEREBY COVENANTS with the Lessee as follows:-

- (1) That the Lessee paying the rental hereby reserved at the times and in the manner hereinbefore appointed for payment thereof and observing and performing all and singular the covenants provisions and restrictions on the Lessee's part herein contained shall and may peaceably and quietly hold enjoy and possess the said premises during the said term hereby granted without any interruption hindrance eviction or disturbance by or from the Lessor or by or from any person or persons lawfully claiming by through under or in trust for the Lessor.
- (2) That the Lessee shall be entitled during the currency of the said term to remove all the Lessee's fixtures erected by him and shall remove the same if required by the Lessor PROVIDED ALWAYS that the Lessee shall immediately make good any damage done to the said premises by reason of such removal and compensate the Lessor in full for any damage done and not made good as aforesaid at or before the expiration of the said term.
- (3) To effect a policy or policies of insurance and pay the premiums imposed therefore during the term of this Lease and any extension thereof upon the premises against all risks which it is normal and usual business practice for a Lessor to insure against but the Lessor shall nor in any circumstances be liable to indemnify the Lessee for any loss or damage suffered by the Lessee by reason of the Lessor's failure to so insure.

3. IT IS HEREBY FURTHER AGREED AND DECLARED by and between the parties as follows:-

- (1) If the said premises or any part thereof shall be destroyed or substantially damaged [without any negligence on the part of the Lessee or any person in the employ or under the control of the Lessee] by any insured risk or any other accidental cause whatsoever so as to be rendered unfit for use in connection with the permitted use hereof or any other use adopted by the Lessee with the Lessor's, written consent then and in any such case the rent hereby reserved and made payable or a fair proportion thereof according to the nature and extent of the

damage sustained shall be suspended until the said premises shall again be rendered fit for such use PROVIDED that if the said premises are substantially destroyed and no insurance moneys are recoverable in respect of the loss or the insurance moneys recoverable are insufficient for complete reinstatement the Lessor may elect to determine the tenancy hereunder if the Lessor does not propose to reinstate the premises and in any case the lessee may elect to determine the tenancy hereunder if the Lessor is unable or unwilling to reinstate the said premises within four months from the date of destruction or damage to the said premises PROVIDED that the Lessor shall not in any event be bound to rebuild or restore the said premises to their exact former condition. If any dispute shall arise under this sub-clause as to whether a case for abatement of rent arises or the time during which abatement shall continue each party shall be entitled to appoint a qualified valuer to determine the matter in dispute aforesaid and in the event of such valuers being unable to agree on the determination of such matter a third valuer appointed by the President of the Australian Institute of Valuers & Land Economists Inc (SA Division) shall be entitled to make such determination and the parties hereto agree that the decision of such valuers or valuer as the case may be shall be final and conclusive and that the fees and expenses of such valuers or valuer shall be borne and paid by the Lessor and the Lessee in equal shares notwithstanding the result of any such determination. No compensation or other payment shall be payable by the Lessor to the Lessee by reason of the lessee having to vacate the said premises or procure or occupy other premises by reason of any loss or damage as aforesaid.

- (2) That if the rent hereby reserved or any other moneys payable by the Lessee hereunder or any part thereof shall at any time be in arrears for not less than fourteen (14) days [whether formally demanded or not] or if any covenant or agreement herein on the Lessee's part shall not be duly performed or observed or complied with and the Lessor has given notice to the Lessee in writing to make good such default within a reasonable period of time specified in such notice or if the Lessee being a Company shall go into liquidation other than voluntary liquidation for the purpose of reconstruction or if a Receiver or Official Manager of it shall be appointed or if any effective resolution be passed for its winding up other than for the purpose of reconstruction or if the Lessee or any Guarantor of the Lessee shall call a meeting of creditors or suffer his goods to be taken in execution or be convicted of a felony then it shall be lawful for the Lessor at any time thereafter to re-enter upon the said premises or any part thereof in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to claims by either party or to any rights of the Lessor against the Lessee or any Guarantor thereof for any antecedent breach of covenant and any goods or chattels or fixtures and fittings of the Lessee which may be at or may be left upon the premises at the expiration or sooner determination of this Lease or any renewal thereof may be removed by the Lessor and stored in such place as the Lessor may think fit in all respects at the cost and risk of the Lessee and the

Lessor shall not be responsible in any respect whatsoever to the Lessee nor to any person claiming through him for any loss or damage howsoever resulting from such removal or storage and the cost of such removal and storage and of making good any damage to the premises occasioned by such removal shall be a debt due to the Lessor by the Lessee and be recoverable in the same manner as rent.

- (3) That the Lessor shall not be liable to the Lessee nor to any other person whatsoever for any damage directly or indirectly caused by or due to the escape of or introduction into the said premises of water by through or in consequence of or occasioned by defect in any plumbing sprinkler or other pipe or sewerage system or by the bursting running or leaking of any tank washstand closet or waste or other pipes in or about the said premises or the building of which they are a part or for any damage occasioned by water being upon or coming through the roof skylight vent trapdoor or otherwise or for any damage arising from any acts or negligence of the Lessor or the Lessee or their servants agents or workmen or any person or persons whatsoever.
- (4) That should any gas electrical or water fitting air conditioning plant or other fitting appliance or service installed in the said building fail to function or malfunction from any cause whatsoever or should the Lessor for the purpose of maintenance repair or replacement desire or cause such fitting appliance or service to be shut off or removed from the said building the Lessee shall not by reason thereof be entitled to determine this Lease nor shall the Lessee have any right or action or claim for compensation or damages against the Lessor in respect thereof.
- (5) In the event of the Lessee holding over after the expiration or sooner determination of the term granted by this Lease with the consent of the Lessor the Lessee shall become a monthly tenant only of the Lessor at a monthly rental equivalent to the monthly proportion of the total annual rent and the operating expenses payable by the Lessee hereunder at the expiration or sooner determination of such term and otherwise on the same terms and conditions as those herein contained so far as applicable.
- (6) The annual rental payable pursuant to this Lease shall be increased at the end of every year during the term and any extension thereof in the manner prescribed in the FIRST SCHEDULE hereto AND pending any determination of rental the Lessee shall continue to pay on account of rental ultimately determined to be payable rental at the rate current immediately prior to the date of increase and the balance thereof upon determination.
- (7) That the Lessor will on the written request of the Lessee made not more than six (6) months but at least three (3) months before the expiration of the term hereby granted and if there shall not at the time of such request or thereafter be any breach or non observance of any of the covenants

conditions or agreements on the part of the Lessee herein contained at the expense of the Lessee grant him a Lease of the said premises for the further term for the period set forth in the EIGHTH SCHEDULE hereto from the expiration of the term hereby granted containing the same covenants conditions and agreements as are herein contained with the exception of this covenant for renewal but reserving a rent payable in respect of the first year thereof and thereafter to be determined in the manner prescribed in the FIRST SCHEDULE hereto AND pending any determination of rental the Lessee shall continue to pay on account of rental ultimately determined to be payable rental at the rate current immediately prior to the date of renewal and the balance thereof upon determination.

- (8) On any occasion on which this lease provides for a determination of rental by reference to the aggregate of the All Groups Index for Adelaide of the Consumer Price Index published by the Australian Bureau of Statistics and if at that time the Australian Bureau of Statistics shall fail to publish an All Groups Index for Adelaide or shall substantially change the basis of such calculation then the rental shall be determined by an independent valuer to be appointed by agreement between the parties or by the President for the time being of the Australian Institute of Valuers Land Economists Inc (SA Division). Such independent valuer shall be acting as an independent expert and not as an arbitrator and the decision of such valuer shall be final and binding upon the parties. The cost of such valuation shall be shared equally between the parties.
- (9) (a) Each of the covenants by the Lessee specified hereunder are essential terms of this Lease:
  - (i) The covenant to pay the rent on the due dates for payment of each periodic instalment thereof. (paragraph 1 (1)).
  - (ii) The covenant to pay all gas and electricity charges against the Lessee or the Leased Premises. (paragraph 1 (4)).
  - (iii) The covenant to use the premises only for the permitted use thereof. (paragraph 1 (11)).
  - (iv) The covenant to keep the Leased Premises in good and tenantable repair (paragraph 1 (7)), to paint the interior of the premises (paragraph 1 (18)), to keep the premises clean and tidy (paragraph 1 (23)).
  - (v) The covenant dealing with assignments of the Leased Premises. (paragraph 1 (22)).
- (b) In respect of the Lessee's obligation to pay the rent the acceptance by the Lessor of arrears or of any late payment thereof shall not constitute a waiver of the essentiality of the Lessee's obligation to pay the same in respect of those arrears or of the late payments or in respect of the continuing obligation of the Lessee to pay the said rents during the term of the Lease.

- (c) The Lessee covenants to compensate the Lessor in respect of any breach of an essential term of this Lease and the Lessor is entitled to recover damages from the Lessee in respect of such breaches. The Lessor's entitlement under this Clause is in addition to any other remedy or entitlement to which the Lessor is entitled (including the right to re-enter and determine the estate of the Lessee) and shall not be prejudiced by the exercise of the right of re-entry.
- (10)
- (a) In the event that the Lessee's conduct (whether acts or omissions) constitutes a repudiation of this Lease (or the Lessee's obligations under the Lease) or constitutes a breach of any Lease covenants the Lessee covenants to compensate the Lessor for the loss or damage suffered by reason of the repudiation or breach.
  - (b) The Lessor shall be entitled to recover damages against the Lessee in respect of repudiation or breach of covenant for the damage suffered by the Lessor during the entire term of this Lease.
  - (c) The Lessor's entitlement to recover damages shall not be affected or limited if the Lessee shall abandon or vacate the Leased Premises or if the Lessor shall elect to re-enter or determine the estate of the Lessee or if the Lessor shall accept the Lessee's repudiation or if the conduct of the Lessee or the Lessor shall constitute a surrender by operation of Law.
  - (d) The Lessor shall be entitled to institute legal proceedings claiming damages against the Lessee in respect of the entire Lease Term including the periods before and after the Lessee has vacated the Leased Premises and before and after the abandonment termination repudiation acceptance of repudiation or surrender by operation of Law referred to in the immediate preceding sub-clause whether the proceedings are instituted either before or after such conduct.
  - (e) In the event of the Lessee vacating the Leased Premises whether with or without the Lessor's consent the Lessor shall be obliged to take reasonable steps to mitigate his damages and to endeavour to lease the premises at a reasonable rent and on reasonable terms. The Lessor's entitlement to damages shall be assessed on the basis that the Lessor should have observed the obligation to mitigate damages contained in this clause. The Lessor's conduct taken in pursuance of the duty to mitigate damages shall not by itself constitute acceptance of the Lessee's breach or repudiation or surrender by operation of Law.
- (11) That any demand notice or requisition to be served made or given upon or to the Lessee by the Lessor herein shall be deemed to be duly served made or given if the same be served personally upon the Lessee or left upon some part of the land hereby leased or left at the last known or most usual place of abode of the Lessee in the said State or enclosed in an envelope addressed to the Lessee at his place of residence or

business as first above set out and posted by prepaid post at the General or any Post Office or pillar box in the said State AND such demand notice or requisition shall take effect and be deemed to have been duly served upon the day of the same being so served or left as aforesaid and in the case of posting such demand notice or requisition shall take effect and be deemed to have been served two (2) days after the same is posted.

- (12) That where not inconsistent with the context the expression "the Lessee" as used in this Lease shall include the executors or administrators and assigns of the Lessee and where two or more persons are Lessees shall include the lessees and each of them and their respective executors or administrators and assigns and where the Lessee is a company shall include the Lessee its successors and assigns and "the Lessor" shall include the Lessor the executors or administrators and assigns of the Lessor and where two or more persons are Lessors shall include the Lessors and each of them and their respective executors or administrators and assigns and where the Lessor is a company shall include the Lessor its successors and assigns.
- (13) That the words purporting or signifying the singular number only shall include the plural; and words importing or signifying the plural number shall include the singular; and words importing or signifying the masculine gender shall include the feminine and neuter genders also and if the Lessee shall be more than one person the covenants by the Lessee shall be read and construed as joint and several; and references to Statutes shall include any statutes amending, consolidating or replacing the same.
- (14) Any Titles Marginal notes and indexes are not to be deemed to have any effect upon the construction of this Lease.

AND the Lessee HEREBY ACCEPTS this lease of the said land above described to be held by the Lessee upon and subject to the covenants and other stipulations above set forth.

## **FIRST SCHEDULE**

**RENTAL:** The rent for the first year is to be FORTY FIVE (\$45,000) PLUS GST.

Thereafter, the annual rental shall be increased on the 1st day of July in every year by CPI INCREASE of the annual rental of the year immediately preceding, or any other amount as agreed between the parties.

In the event that the term of the lease is extended pursuant to the options herein granted, the rental for the first year of each of the extended terms shall be the current market value as agreed between the parties and in the absence of agreement as shall be determined by an independent valuer to be appointed by agreement between the parties or by the President for the time being of the Australian Institute of Valuers & Land Economists Inc (SA Division). An independent valuer appointed pursuant to this paragraph shall be acting as an independent expert and not as an arbitrator.

The cost of such valuation shall be shared equally between the parties.

## **SECOND SCHEDULE**

**TIME AND MANNER OF RENT:** The rent of FORTY FIVE THOUSAND DOLLARS (\$45,000) PLUS GST is to be paid monthly in advance.



### **THIRD SCHEDULE**

LESSOR'S AGENT : There is no third schedule

### **FOURTH SCHEDULE**

PERMITTED USE : Motor Vehicle Repairs and Spare Parts

### **FIFTH SCHEDULE**

: There is no fifth schedule

### **SIXTH SCHEDULE**

MINIMUM PUBLIC RISK INSURANCE : Ten Million dollars (\$10,000,000.00).

### **SEVENTH SCHEDULE**

MINIMUM RENTAL INCREASE : NIL

### **EIGHTH SCHEDULE**

TERM OF EXTENSION : INCREASE Three (3) YEARS.

### **NINTH SCHEDULE**

TERM OF FURTHER : INCREASE Three (3) YEARS.

**SCHEDULE A**

**LESSOR** : Wann Holdings Pty Ltd (ACN: 007 807 678)  
ATF Wann Holdings Pty Ltd Superannuation Fund

**SCHEDULE B**

**LESSEE** : RFW Holdings Pty Ltd ATF The Robert Wann Family  
Trust T/as F Wann Motors

**SCHEDULE C**

**PREMISES** : The property known as 884 South Road Edwardstown SA as  
part of Certificate of Title Register Book Volume 5829 Folio  
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**SCHEDULE D**

**INITIAL TERM:** Three (3) YEARS  
Commencing on the 1st day of July, 2014.

## EXECUTION

LESSOR:



Signature of LESSOR – Director Wann Holdings Pty Ltd



Signature of LESSOR – Director Wann Holdings Pty Ltd

DATED 1/7/2014

LESSEE:

Signature of LESSEE – RFW Holdings

Signature of LESSEE – RFW Holdings

DATED .....