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# **GLENISTER & Co.**

YOUR PARTNER IN SUCCESS.

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**KEALBA SUPER PTY LTD**  
**ACN 122 849 156**

LESSOR

**AND**

**KEALBA ENGINEERING PTY LTD**  
**ACN 005 245 527**  
LESSEE

## **COMMERCIAL LEASE**

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# COMMERCIAL LEASE

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***THIS LEASE*** made on the date set out in the Schedule hereto

BETWEEN the Lessor of the one part and the Lessee of the other part WITNESSETH that in consideration of the rent hereinafter reserved and of the covenants agreements conditions and stipulations hereinafter contained by and on the part of the Lessee to be paid performed and observed the Lessor DOETH HEREBY DEMISE AND LEASE unto the Lessee the demised premises but RESERVING to the Lessor its servants and agents and others authorised by it rights:

- (a) to install maintain use repair alter and replace pipes wires tubes conduits ducts and cables leading through the demised premises;
- (b) to carry out any other works as may be provided for herein;
- (c) in connection with any of the foregoing and for any such purposes to enter upon the demised premises and also to pass and run water air electricity sewerage drainage gas and other substances through such pipes wires tubes conduits ducts and cables;

PROVIDED THAT in exercising such rights the Lessor shall not interfere with the Lessee's use of the demised premises more than is reasonably necessary in the circumstances TO BE HELD by the Lessee for the term and at such rentals as are set forth in the said Schedule hereto.

1.

***DEFINITION AND INTERPRETATIONS***

In this Lease, unless there is something in the subject or context inconsistent therewith, the following expressions shall have the following meanings:

- 1.1 where the demised premises form part of a Building "the Building" means the whole of the Building of which the demised premises form part;
- 1.2 "the Lessee" means the Lessee named and described in the Schedule hereto and includes its successor in title and permitted assigns and, where not inconsistent with the context, the servants and agents of the Lessee and their respective successors and permitted assigns;
- 1.3 "the Lessor, means the Lessor named and described in the Schedule hereto and includes its successors in title and permitted assigns and, where not inconsistent with the context, the servants and agents of the Lessor and their respective successors and permitted assigns;
- 1.4 "the demised premises" means the premises more particularly described in the Schedule hereto and, where consistent with the context, such of the fixtures, fittings, furnishings, plant, machinery and equipment (if any) from time to time installed therein and owned by the Lessor provided that where the demised premises form part of a building occupied or capable of being occupied by other tenants the expression "the demised premises" shall not include the outside of the walls bounding such premises but shall include the right subject as hereafter provided for the Lessee and the persons authorised by the Lessee to use in common with other tenants and persons authorised by the Lessor the stairs, passages and lifts (if any) of the Building of which the demised premises forms part and also the toilets, conveniences and other services set apart by the Lessor for the common use of the tenants of the Building.

2.

***LESSEE'S COVENANTS***

The Lessee hereby covenants with the Lessor as follows:

## 2.1 RENT

To duly and punctually pay the said rent during the term unto the Lessor at its address herein or as it may direct in writing from time to time on the days and in the manner set out in the Schedule hereto.

## 2.2 RATES TAXES AND CONTRIBUTIONS TO OUTGOINGS

The Lessee shall pay and/or reimburse to the Lessor during the whole of the term:

- (a) all rates, taxes, charges, assessments, duties, impositions and fees of any public, municipal or government or semi-governmental body, authority or department charged, imposed or assessed on or in respect of the demised premises;
- (b) where any rate, tax, charge, assessment, duty, imposition or fee relates to an area greater than the demised premises then:
  - (i) the Lessee shall only be required to pay the Lessor that proportion of the rate, tax, charge, assessment, duty, imposition or fee which bears the same proportion to the total of the rate, tax, charge, assessment, duty, imposition or fee as the area of the demised premises bears to the greater area to which the rate, tax, charge, assessment, duty, imposition or fee applies; and
- (c) all gas, electricity, telephone and water usage charges and all other charges for all other utilities and services assessed in respect of the demised premises;
- (d) all charges and outgoings which in any way relate to the operation of the business of the Lessee on the demised premises including any licence, permit and inspection fees and charges;
- (e) the costs of operating and obtaining any mechanical services, including but not being limited to, air-conditioning, ventilation, heating or cooling plant, installed by the Lessor or the Lessee in the demised premises including the costs attributable to a service maintenance contract to be entered into by the Lessee in respect of such mechanical services which contract shall be approved by the Lessor (which approval shall not be unreasonably withheld) but excluding costs and expenses of a capital nature;
- (f) the insurance premiums referred to in Clause 5 hereof,
- (g) all Body Corporate fees and charges charged imposed or assessed on or in respect of the demised premises;
- (h) all car parking levies (if any) in relation to off-street parking which are levied in respect of the demised premises;

PROVIDED ALWAYS that if the Retail Leases Act 2003 applies to this Lease then the preceding provisions of this Clause 2.2 shall to the extent applicable be read subject to the provisions of that Act.

- 2.3 The Lessee shall not at any time deduct or set-off any money payable or claimed by the Lessee to be payable by the Lessor to the Lessee from or against any rental or other monies payable by the Lessee to the Lessor pursuant to any of the provisions hereof.

## 3.

The Lessee hereby further covenants with the Lessor that the Lessee shall not:

- 3.1 use or permit to be used the demised premises or any part thereof for any purpose other than as commercial premises and for carrying on the business use specified in the

Schedule hereto in accordance with good commercial practice and shall not permit or suffer the use of the same or any part thereof to be used for any other purpose or for any residential purposes whether temporary or permanent;

3.2 assign demise sublet or part with or share the possession of or grant any licence affecting or mortgage charge or otherwise deal with or dispose of the demised premises or any part thereof for all or any part of the term hereof nor declare itself trustee of the demised premises or any part thereof for any legal or equitable estate or interest for all or any part of the term hereof without the consent in writing of the Lessor first obtained and Section 144 of the Property Law Act 1958 shall not apply to this Lease PROVIDED ALWAYS that the Lessor shall not unreasonably withhold consent to an assignment of this Lease or a licence or sub-let as aforesaid if -

- (a) at the date of assignment, there is no unremedied breach of this Lease of which the Lessor has given the Lessee written notice;
- (b) the proposed assignee is a respectable responsible solvent fit, suitable person of good financial standing the onus of proving which shall be on the Lessee;
- (c) the Lessee procures such assignee to execute and deliver to the Lessor duly stamped an assignment of these presents or other appropriate deed of covenant to which the Lessor is a party in such form as the Lessor and its solicitors shall have approved prior to the giving of consent;
- (d) such assignment contains a covenant by the assignee with the assignee shall 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) the Directors of the Assignee (if a Company) shall execute any guarantee or guarantees to such assignment as the Lessor shall reasonably require and as approved by the Lessor's Solicitors, which guarantee shall, inter alia, contain a covenant that each of the guarantors will upon any renewal or extension of the term pursuant to the provisions of this Lease execute any guarantees to such Deed of Renewal or Extension as the Lessor shall reasonably require and as approved by the Lessor's Solicitors;
- (f) the Lessee pays to the Lessor all proper and reasonable costs charges and expenses incurred by the Lessor of and incidental to any enquiries which may be made by or on behalf of the Lessor as to the responsibility solvency fitness and suitability of any proposed assignee and the costs of solicitors of the Lessor of and incidental to such assignment and guarantees thereto;

PROVIDED FURTHER that -

- (i) the covenants and agreements on the part of any such assignee 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;
- (ii) where the proposed assignee is a corporation the Lessor may as a condition of its consent to such assignment require the covenants contained therein by the assignee to be guaranteed by the directors and/or principal shareholders of such corporation;

(iii) any change in the principal shareholding altering the effective control of the Lessee (if a Company) shall be deemed an assignment of this Lease and will require the prior consent of the Lessor as aforesaid.

- 3.3 use exercise or carry on or permit or suffer to be used exercised or carried on in or upon the demised premises or any part thereof any noxious noisome or offensive trade business occupation or calling or do or suffer to be done or omitted any act matter or thing whatsoever in or upon or about the demised premises or part thereof which is or shall be or may be or grow to the annoyance nuisance grievance damage or disturbance of occupiers or owners of the adjacent premises and the Lessee shall not, without first obtaining the Lessor's written consent engage in any spruiking or public address activities or systems within, outside or nearby the demised premises;
- 3.4 without the prior consent in writing of the Lessor (which consent shall not be unreasonably withheld) erect or place upon within or without the demised premises any radio or television aerial or equipment and shall not without the like consent use or permit to be used any radio gramophone television or other like media or equipment likely to be heard or seen from outside the demised premises;
- 3.5 without the consent in writing of the Lessor store chemicals inflammable liquids acetylene gas or alcohol or explosive oils compounds or substances upon the demised premises other than those reasonably required for the Lessee's proper use of the demised Premises as herein permitted and except as aforesaid will not use any of such substances or fluids in the demised premises for any purpose;
- 3.6 use the sewer wastes grease traps or other sanitary apparatus of the demised premises for any purpose other than that for which they were constructed and not do or suffer to be done any act or Wing that might choke or otherwise affect or damage the same;
- 3.7 knowingly do or permit anything to be done on the demised premises or bring or keep anything therein which may in any way invalidate or violate the conditions of any insurance policies on or relating to the demised Premises or the building of which the demised premises form part or increase or cause to be increased the premiums payable in respect thereof PROVIDED HOWEVER that the Lessee on being notified in that regard by the Lessor shall be obliged forthwith to remedy any matters which if they continued in their then state might possibly invalidate or violate the terms of any such insurance policies;
- 3.8 bring upon the demised premises, any heavy machinery or other plant equipment or stock unless reasonably necessary or proper for the conduct of the Lessee's use of the demised premises as herein permitted and in no event shall any such machinery plant equipment or stock be of such nature weight or size as to cause or in the reasonable opinion of the Lessor be likely to cause any structural or other damage to the floors or walls or any other part or parts of the demised premises or the Building of which the demised premises form part.

4.

The Lessee hereby further covenants

4.1 REPAIRS AND MAINTENANCE AND CLEANING

The Lessee shall from time to time and at all time during the term:-

- (a) sufficiently and substantially repair cleanse maintain mend and keep as at the commencement date the demised premises and all additions made thereto and the Lessor's chattels damage by fair wear and tear fire flood lightning storm tempest

explosion riots and civil commotion, strikes, malicious damage, earthquake, impact by vehicles, impact by aircraft and items dropped from aircraft, internal flood water always excepted but the Lessee will not be liable for any structural repair, except where rendered necessary by any act omission neglect default or misconduct of the Lessee or by its use or occupancy of the Premises;

- (b) maintain in good order and condition all painted and papered portions of the demised premises during the term and within the last three (3) months of the term of this Lease or any renewal thereof to repaint and repaper all those parts of the demised premises which have or ought to have been painted or papered to the reasonable satisfaction of the Lessor;
- (c) cause the demised premises to be kept clean and free from dirt and rubbish (including external surfaces of windows walls and doors) and ensure that all waste and garbage is stored and kept in proper receptacles;
- (d) keep and maintain clean and in good order condition and repair all fittings plant furnishings and equipment of the Lessor but the Lessee will not be liable for any repair or maintenance of a structural nature except where rendered necessary by any act, omission, neglect, default or misconduct of the Lessee or by its use or occupancy of the Premises;
- (e) make good any damage caused to any part of the adjoining premises by any actions of the Lessee or its employees agents or contractors or persons claiming through or under the Lessee;
- (f) from time to time immediately repair and replace (or pay to the Lessor the cost of so doing) all broken glass with glass of the same or similar thickness and quality, all irreparable window locks and door fastenings and keys and to repair and maintain all damaged or broken heating lighting electrical equipment plumbing and all Lessor's fixtures installed upon the premises provided that the Lessee is not obliged:-
- (g) to repair damage against which the Lessor must insure under the provisions of this Lease unless the Lessor loses the benefit of the insurance because of acts or omissions by the Lessee or the Lessee's contractors, customers or visitors;
- (h) to carry out structural repairs or make payments of a capital nature unless the need for them results from:
  - (i) any act or omission by the Lessee or the Lessee' contractors, customers or visitors; or
  - (ii) failure by the Lessee to perform its obligations under this Lease.
- (i) at all times and at the Lessee's own expense during the term and in a proper and workmanlike manner, comply with and observe all statutes, statutory rules, by-laws, orders or regulations and other provisions having the force of law present or future affecting or relating to the use of the demised premises or the Lessee's occupancy or use thereof or any service therein and with all requirements which may be made or notices or orders which may be given by any Governmental, Semi-Governmental, City, Municipal, Health, Licensing, Civic or any other authority or utility having jurisdiction or authority over or in respect of the demised premises or the use thereof or the Lessee's occupancy thereof or any service therein and whether or not the doing of any work is required in or upon or in connection with the demised premises and the Lessee shall keep the Lessor

indemnified in respect of all such matters PROVIDED THAT the Lessee shall not be liable for alterations or repairs of a structural nature required for reasons other than the Lessee's act and/or use and/or occupancy of the demised premises or those of its servants, agents or invitees. If the Lessee defaults in observing and performing this covenant, the Lessor shall have the power (but shall not be bound to do so) to enter upon the demised premises and to carry out the required work at the expense of the Lessee in all things and all monies so expended by the Lessor shall be deemed to be a debt due and owing by the Lessee to the Lessor and shall be forthwith recoverable by action;

- (j) keep and maintain the waste pipes and conduits in the demised premises or connected thereto in a clean clear and free flowing condition and shall at its own expense employ licensed tradesmen to clean any blockage which may occur therein and to clean regularly any grease traps (whether within the demised premises or not) servicing the demised premises;
- (k) take all proper precautions to keep the demised premises free of rodents and vermin and if reasonably required by the Lessor but at the cost of the Lessee employ from time to time or periodically pest exterminators for that purpose.

#### 4.2 INSPECTION

The Lessor and its agent may at all reasonable times upon giving prior reasonable notice to the Lessee enter upon the demised premises and view the state of repair and condition thereof and may serve upon the Lessee a notice in writing of any defect the repair or condition of which the Lessee may be responsible for hereunder requiring the Lessee within a reasonable time to repair or make good the same and in default of the Lessee so doing it shall be lawful for the Lessor from time to time to enter and execute the required repairs or works as if it were the Lessee and for that purpose the Lessor its architects contractors workmen and agents may enter upon the whole or any part of the demised premises and there remain for the purpose of doing erecting or affecting any such thing AND any expenses and costs of carrying out such work shall forthwith be payable by the Lessee to the Lessor.

#### 4.3 LESSOR'S REPAIRS

The Lessee will permit the Lessor at all times on reasonable notice to enter and carry out repairs or maintenance to the demised premises or to any part thereof in compliance with the Lessor's obligations (if any) under the provisions of this Lease or otherwise deemed necessary or desirable by the Lessor or pursuant to any request order or direction of any competent authority in respect of any work not the obligation of the Lessee hereunder PROVIDED ALWAYS that in the exercise of any such power the Lessor will not cause unnecessary interference with the use of the demised Premises by the Lessee.

#### 4.4 CONDITION ON TERMINATION

- (a) The Lessee will at the expiration or sooner determination of this Lease peaceably surrender and yield up unto the Lessor the whole of the demised premises and every part thereof including fixtures and fittings of a structural nature (unless required by the Lessor to be removed pursuant to the provisions of paragraph 4.1(b) of this Clause or removed by the Lessee pursuant to Clause 8.9 hereof) in good and substantial repair order and condition in all respects in accordance with the covenants on the part of the Lessee herein contained and clean and free from rubbish and the Lessee shall remove all signs names advertisements or notices



painted displayed affixed or exhibited upon to or within the demised premises and make good any damage or disfigurement caused thereby;

- (b) If the Lessee shall not have done so as of right under the provisions of Clause 8.9 hereof the Lessee shall if required to do so by the Lessor remove from the demised premises within seven days from the expiration or sooner determination of the term hereof any such fixtures fittings floor coverings signs and notices (to which such requirement shall relate) erected or installed by the Lessee during or prior to the term hereof and will make good any damage whatsoever caused to the demised premises by such removal and if required by the Lessor shall re-alter any alterations made by the Lessee so that the demised premises shall be converted back to their original condition provided always that the Lessor may at its option itself cause any such fixtures or fittings to be removed and any such damage to be made good and any such alterations to be so re-altered and may recover the costs thereof from the Lessee as a liquidated debt payable on demand;
- (c) Any fittings or fixtures not removed by the Lessee either as of right or by requirement of the Lessor as aforesaid shall be deemed abandoned by the Lessee and shall be and become the property of the Lessor.

#### 4.5 ALTERATIONS AND INSTALLATIONS

- (a) The Lessee will not without the prior consent in writing of the Lessor (which consent shall not be unreasonably withheld) make any alterations or additions in or to the demised premises or install any water gas or electrical fixtures fittings equipment or appliance or any apparatus for illuminating air-conditioning heating cooling or ventilating the demised premises nor paint drill or in other ways deface any walls ceilings floor partitions or parts of the demised premises PROVIDED that with respect to a request by the Lessee to install partitioning or machinery or equipment such consent shall not be unreasonably withheld;
- (b) It is hereby agreed by the parties that all alterations, additions or improvements of whatever nature made to the premises by the Lessee shall be at the cost and expense of the Lessee absolutely.

#### 4.6 NOTICE OF DEFECTS

The Lessee will give to the Lessor prompt notice in writing of any accident to or defect or want of repair in any services to or fittings in the demised premises and of any circumstances likely to be or cause any damage risk or hazard to the demised premises or any person therein

#### 4.7 PRIOR REPRESENTATIONS

The Lessee acknowledges that no promise representation warranty or undertaking has been given by or on behalf of the Lessor in respect of the suitability of the demised premises for any business to be carried on therein or to the fittings finish facilities and amenities of the demised premises.

### 5.

#### *INSURANCES*

##### 5.1 GENERAL

The Lessee will take out policies of insurance (in the joint names of the Lessor and Lessee) or, if required by the Lessor, reimburse the Lessor for all insurance premiums paid by the Lessor in respect of policies of insurance taken out by or at the expense of the Lessor in respect of the demised premises including fire insurance on a replacement cover

basis extended to include damage by explosion, fusion, storm, lightning, tempest, riots, civil commotion, strikes and malicious damage, earthquake, impact by all vehicles and aircraft, internal water and flood for the full replacement value of all buildings, structures, erections and fittings and including insurance taken out by the Lessor for consequential loss and loss of rent

## 5.2 PUBLIC RISK

The Lessee will take out policies of insurance (in the joint names of the Lessor and Lessee) or, if required by the Lessor, reimburse the Lessor for all premiums payable by the Lessor in respect of policies of insurance taken out by or at the expense of the Lessor in respect of liability for loss, injury or damage to any person or property whatsoever (including without being limited to the person or property of any of the Lessor or the Lessee the other Lessees of the Building of which the demised premises forms part and the officers, employees, agents, customers, invitees and licensees or any of them) caused by or arising out of any act of or omission by any of the Lessor, the Lessee, the other Lessees of the Building of which the demised premises forms part or the officers, employees, agents, customers, invitees and licensees or any of them in or about or to or from or in relation to the demised premises or the condition or state of repair thereof or the business carried on therein in the sum of TEN MILLION DOLLARS (\$10,000,000.00) in respect of any single accident or event and extended by a cross-liability clause and to include liability in respect of hoists, cranes or other unregistered mobile lifting and mechanically propelled vehicles. Such policy to bear the insurer's endorsement agreeing to extend the indemnity under such policy to include claims arising out of any contract of indemnity whether express or implied contained in this Lease imposing upon the Lessee a liability which the Lessee would not otherwise have been under PROVIDED THAT the Lessor may as from the date of any of the anniversaries of the commencement date of the said term require the said amount of such insurance to be increased as may be reasonable in order to effect a sufficient and proper cover.

## 5.3 GLASS

The Lessee will take out policies of insurance (in the joint names of the Lessor and the Lessee) for all glass, including plate glass now or hereafter installed in the demised premises for its full replacement value.

## 6.

### *INDEMNITIES*

The Lessee FURTHER COVENANTS with the Lessor to indemnify and keep indemnified the Lessor against all actions and suits brought against and all claims and demands made upon and all losses and expenses incurred by the Lessor as a result of or arising out of.

- 6.1 the occurrence on the demised premises during the said term or any over-holding of any accident or injury to or death of any person or damage or injury to or loss of the property of any person, unless caused by the negligence of the Lessor;
- 6.2 the use misuse waste or abuse by the Lessee or any servant agent sub-tenant or of any other person claiming through or under the Lessee of the water gas electricity oil lighting and other services and facilities of the demised premises including the overflow or leakage of water in or from the demised premises having origin therein or caused or contributed to by an act or omission of the Lessee or other persons aforesaid.

## 7.

## *COVENANTS BY THE LESSOR*

The Lessor covenants and agrees with the Lessee as follows:

### 7.1 QUIET ENJOYMENT

That the Lessee paying the rent hereby reserved and duly and punctually observing and performing the covenants obligations and provisions in this Lease on the part of the Lessee to be observed and performed shall and may peaceably possess and enjoy the demised premises for the term hereby granted without any interruption or disturbance from the Lessor or any other person or persons lawfully claiming by from or under the Lessor.

### 7.2 RATES AND TAXES

That the Lessor will pay such rates and taxes assessed on or in respect of the demised premises as are not herein required to be paid by the Lessee.

8.

## *MUTUAL COVENANTS*

The Lessor and Lessee hereby mutually COVENANT AND AGREE as follows:-

### 8.1 DEFAULT OF LESSEE

That if the rent hereby reserved or any part thereof or any other payment due hereunder shall be unpaid for the space of fourteen (14) days after any of the days on which the same ought to have been paid in accordance with the covenants for payment herein contained (the obligation to pay the rent reserved and the obligation to make other payments of money being fundamental and essential provisions in that were they not agreed by the parties hereto as being so fundamental and essential the Lessor would not have entered into this Lease) or if the Lessee commits permits or suffers to occur any breach or default in the due and punctual observance and performance of any of the covenants obligations and provisions of this Lease and such breach or default has not been remedied or rectified for the space of fourteen (14)) days after written notice shall have been served on the Lessee requiring it to rectify or remedy such breach or default (the obligation to perform and observe each and every one of the covenants, obligations and provisions herein as being fundamental and essential provisions herein in that were they not agreed by the parties hereto as being so fundamental and essential the Lessor would not have entered into this Lease) or if the Lessee being a Company an order is made or a resolution is effectively passed for the winding up of the Lessee (except for the purpose of reconstruction or amalgamation) or if the Lessee goes into liquidation or makes an assignment for the benefit of its creditors or enters into an arrangement or composition with its creditors or is unable to pay its debts within the meaning of the Corporations Law for the time being in force or if execution is levied against the Lessee and not discharged within thirty days or if the Lessee being an individual becomes bankrupt or commits an act of bankruptcy or if the business conducted in the demised premises shall be discontinued or the demised premises deserted or vacated or left unoccupied for the space of fourteen (14) days (other than for seasonal holidays) then any one or more of such events shall constitute and be deemed to be a repudiation of this Lease by the Lessee giving rise to the right of the Lessor to forfeit the Lease and in any one or more of such events and at any time or times thereafter and without notice or demand the Lessor shall have the right to accept such repudiation and terminate and forfeit the Lease and to re-enter into and upon the demised premises or any part thereof in the name of the Lessor and to have again repossess and enjoy the same as of its former

estate anything herein contained to the contrary notwithstanding but without prejudice to any action or other remedy which the Lessor has or might or otherwise could have for arrears of rent or breach of covenant or for damages as a result of any such event, including any loss or damage the Lessor may suffer as a result of the termination of this Lease prior to the date of the expiration of the term, and thereupon the Lessor shall be freed and discharged from any action suit claim demand by or obligation to the Lessee under or by virtue of this Lease provided that such right of re-entry for any breach of any covenant, term, agreement, stipulation or condition contained or implied to which Section 146 of the Property Law Act 1958 extends shall not be exercisable unless and until the expiration of 14 days after the Lessor has served on the Lessee the Notice required by Section 146(1) of the Property Law Act 1958.

#### 8.2 NOTICE OF DEFAULT

Any notice required to be given by the Lessor to the Lessee in the case of a breach of the covenants or conditions herein shall provide the period of fourteen (14) days as the time within which the Lessee is to remedy any such breach or default if it is capable of remedy or to make reasonable compensation in money to the satisfaction of the Lessor in respect thereof

#### 8.3 WAIVER

That no waiver by the Lessor of one breach of any covenant obligation or provision in this Lease contained or implied shall operate as a waiver of another breach of the same or any other such covenant obligation or provision and if the Lessor shall become entitled to determine this Lease under the provisions for re-entry herein contained the receipt of rent by the Lessor or the doing or omission of any act matter or thing whatsoever by the Lessor or any agent or servant of the Lessor (which but for this covenant would or might amount to a waiver of the Lessor's right in respect of any such breach or default) before or after the happening, thereof shall not operate as nor be deemed to be a waiver in any way of the Lessor's rights and powers in respect of any such breach or default notwithstanding any rule of law or equity to the contrary.

#### 8.4 NOTICES

That any notice required to be served under this Lease shall be sufficiently served on the Lessee if served personally or if delivered or left addressed to the Lessee at the demised premises or forwarded by prepaid post to the last known place of abode or business of the Lessee or by being transmitted by facsimile "remission during normal trading hours to the facsimile number of the Lessee and a notice sent by prepaid post shall be deemed to have been served within forty-eight hours after the time of posting and a notice transmitted by facsimile transmission shall be deemed to have been served on the next business day after it was served unless the sender is aware that the mission is impaired or not completed.

#### 8.5 COSTS

The Lessee shall pay any stamp duty payable on this Lease and the Lessee shall further pay to the Lessor the Lessor's reasonable costs, fees, charges, expenses and legal charges, costs and fees in consequence of or arising from any default made by the Lessee hereunder.

#### 8.6 NOTICE "TO LET"

That the Lessee shall during the last six (6) months of the term unless the Lessee shall have exercised any option to renew contained herein permit the Lessor or its agent to

display on the exterior or interior of the demised premises a "To Let" sign of reasonable size and upon reasonable notice to conduct prospective future tenants through the demised premises to enable them to view the same PROVIDED THAT in exercising such powers the Lessor shall endeavour not to cause undue inconvenience to the Lessee.

#### 8.7 ABATEMENT OF RENTAL

That in case the demised premises or any part thereof shall at any time during the said term be destroyed or damaged by any cause whatsoever so as to be unfit for use and the same shall not have been caused by some act, omission or default on the part of the Lessee and the policy or policies effected by the Lessor shall not have been vitiated or payment refused in consequence of some act default or neglect of the Lessee then the Lessor shall reinstate the premises within a reasonable time and the rent hereby-reserved and all outgoings payable by the Lessee or a fair and just proportion thereof (to be determined in case of dispute by an arbitrator appointed pursuant to the Commercial Arbitration Act for the time being in force) according to the damage sustained shall be suspended and cease to be payable whilst and so long as the demised premises or any part thereof shall be unfit for use as aforesaid PROVIDED however that in the event of the demised premises or the Building of which the demised premises forms a part being totally or so substantially destroyed that reinstatement shall in the reasonable opinion of the Lessor be unjustified the Lessor may elect in writing to determine this Lease and thereupon all claims hereunder excepting those which have arisen prior to the date of such election shall be at an end PROVIDED FURTHER that if the Lessor does not commence and complete reinstatement of the demised premises within a reasonable time then the Lessee may elect to determine the Lease and thereupon all claims hereunder excepting those which have arisen prior to the date of such election shall be at an end..

#### 8.8 HOLDING OVER

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 annual rental payable by the Lessee hereunder at the expiration or sooner determination of such term unless a different rent has been agreed and otherwise on the same terms and conditions as those herein contained. The Lessor may increase the monthly rent by providing the Lessee one month's written notice. Either party may end the monthly tenancy by providing one month's written notice to the other at any time.

#### 8.9 OWNERSHIP AND REMOVAL OF FIXTURES

All fittings plant machinery utensils shelving counters safes and other material or articles (except fixtures and fittings of a structural nature) brought on to the demised premises by the Lessee shall be trade or tenants fittings and subject to tenants rights and the Lessee may at or prior to the expiration of the Lease take remove and carry away the same from the demised premises and shall forthwith make good any damage which it may occasion thereto and shall sufficiently paint out or remove all signs and other advertising material.

#### 8.10 EXEMPTION FROM LIABILITY

The Lessor shall not in any way be liable for any injury which may be caused to the Lessee or to the Lessee's or sub-Lessee's property or to the Lessee's servants clients visitors customers or their property by reason of any happening on or in the vicinity of

the demised premises however caused provided that such injury has not been caused or arisen out of the negligence of the Lessor.

#### 8.11 OPTION OF RENEWAL

- (a) The Lessor shall upon the written request of the Lessee delivered to the Lessor not later than three (3) months prior to the expiration of the term renew this Lease for the further term set out in the Schedule hereto at the annual rental for the first year such renewed term to be determined in accordance with clause 9.2.
- (b) Otherwise the renewed Lease shall be upon the same terms and conditions as are herein contained but excluding this provision for renewal unless this Lease provides for more than one (1) further term in which case on each renewal the number of further terms set out in the Schedule hereto shall be reduced by one (1) and that upon the exercise of the last option of renewal such renewed Lease shall contain no further option of renewal with the intent that this Lease may be renewed for the further number of terms set out in the Schedule hereto and not more.
- (c) Notwithstanding anything else herein contained the Lessor shall have the right to refuse to grant any such further term if at the time the Lessee delivers its written request of renewal to the Lessor or at any time until the expiration of that term of the Lease there is an unremedied breach of this Lease of which the Lessor has given the Lessee written notice or if the Lessee has persistently or consistently defaulted under the Lease during the term.

9.

#### *RENTAL ADJUSTMENTS*

- 9.1 Where in this Lease it is provided that the annual rental payable shall be adjusted accordance with the Consumer Price Index or in accordance with this Clause 9.1 the rate of rental shall be an amount calculated by varying the rate of rental payable immediately before the period for which the annual rental is to be determined ("the previous rental") to such extent as may be necessary to allow for any variation in the cost of living between the commencement and the end of the immediately preceding period during which the previous rental was payable PROVIDED FURTHER that pending determination of the revised annual rental the Lessee shall continue to pay the previous rental and upon determination of the revised amount an adjustment will then be made retrospectively to the review date and one party will pay to the other on demand the amount necessary to make the adjustment;
- 9.2 If and wherever it is provided herein that any rental or other amount ("the revised amount") shall be calculated by varying another, amount ("the base amount") to such extent as may be necessary to allow for any variation in the cost of living between two dates (the first of such dates being hereinafter called "the commencement date" and the second of such dates being hereinafter called "the review date") the revised amount shall be determined by multiplying the base amount by a fraction whereof the denominator shall be the All Groups Consumer Price Index Melbourne published by the Australian Bureau of Statistics in respect of the latest concluded quarter immediately preceding the commencement date and the numerator shall be the same index in respect of the latest concluded quarter immediately preceding the review date PROVIDED that if the All Groups Consumer Price Index Melbourne is discontinued or suspended then the calculation is to be made using whatever index is substituted for it. If no other index is substituted for it, the calculation is to be made using the index or calculations which the

Senior Office Bearer of the Australian Property Institute - Victorian Division (acting as an expert and not as an Arbitrator) decides are appropriate in the circumstances. This decision is binding and his fees shall be paid by the Lessor and the Lessee in equal shares..

- 9.3 Where in this Lease it is provided that the annual rental payable shall be determined by agreement or valuation or by reference to the current market rental or in accordance with this Clause 9.2 the annual rental shall be a rental determined by the Lessor giving notice in writing ("the rent assessment notice") to the Lessee that it considers that the annual rental of the demised premises should be adjusted to an amount stated in the rent assessment notice for the period under review specified in the Schedule and in the rent assessment notice. If the Lessee does not object in writing within twenty-one (21) days from the service of the rent assessment notice such alteration shall take effect and the annual rental payable hereunder shall be varied accordingly for that period. If the Lessee does object in the time and manner aforesaid the annual rental for the period specified in the rent assessment notice shall be referred for determination at the current market rent on the highest and best use of the demised premises by a Valuer appointed at the request of the Lessor by The Senior Office Bearer of the Australian Property Institute - Victorian Division having not less than five (5) years experience in the valuation and leasing of premises of like nature to the demised premises in the Melbourne Metropolitan area and such Valuer in so determining shall be deemed to act as an expert and not as an Arbitrator and his fees shall be borne equally by the parties hereto and whose decision shall be final and binding on the parties hereto PROVIDED that upon determination of the revised amount the Lessee shall pay the balance of the revised annual rental respectively to the review date or the Lessor shall account to the Lessee in respect of any excess paid, (as the case may be).

10.

#### *RENT REVIEWS TO MARKET*

- 10.1 In this clause "review period" means the period following each market review date listed in Item 11 of the schedule of this lease until the next review date or until the end of this lease.

The review procedure on each market review date is

- (a) Each review of rent may be initiated by either party.
- (b) A party may initiate a review by giving the other party a written notice stating the current market rent which it proposes as the Rent for the review period. If the party receiving the notice does not object in writing to the proposed rent within 14 days, it becomes the Rent for the review period.
- (c) If -
  - (i) The party receiving the notice serves an objection to the proposed rent within 14 days and the parties do not agree on the Rent within 14 days after the objection is served,
  - (ii) the parties must appoint a Valuer (if the Act applies, a specialist retail valuer) to determine the current market rent.
  - (iii) If the parties do not agree within 28 days after the objection is served, on the name of the Valuer, the Valuer must be nominated by the senior office-bearer of the Australian Property Institute - Victorian Division, at the request of either party.

- (d) In determining the current market rent for the Premises the Valuer must -
- (i) consider any written submissions made by the parties within 21 days of their being informed of the Valuer's appointment, and
  - (ii) determine the current market rent as an expert
- and, unless the Act applies -
- (iii) assume that the Premises are available to be leased on the same conditions as those contained in this lease including any options for renewal, but with a tenant in possession
  - (iv) take into account the conditions of this lease including the permitted use
  - (v) assume that the Tenant has met all its obligations under this lease,
  - (vi) ignore the Tenant's Installations and all improvements made by the Tenant to the Premises,
  - (vii) ignore the goodwill of the Tenant's business, and take into account current market rents for comparable premises in the locality.
- (e) The Valuer must make the determination of the current market rent and inform the parties in writing of the amount of the determination and the reasons for it as soon as possible after the end of the 21 days allowed for submissions by the parties.
- (f) If -
- (i) no determination has been made within 45 days of the parties
    - A appointing the Valuer, or
    - B being informed of the Valuer's appointment, or
  - (ii) the Valuer resigns, dies, or becomes unable to complete the valuation,
- then the parties may immediately appoint a replacement Valuer in accordance with sub-clause 10.1.

10.2 The Valuer's determination binds both parties.

10.3 The Landlord and Tenant must bear equally the Valuer's fee for making the determination. If either pays more than half the fee, the difference may be recovered from the other.

10.4 Until the determination is made by the Valuer, the Tenant must continue to pay the same Rent as before the review date. Within 7 days of being informed of the Valuer's determination, the parties must make any necessary adjustments.

## 11.

### *BOND*

11.1 The Lessee hereby covenants and agrees to pay to the Lessor on the commencement date or on the execution hereof the bond (if any)-specified in the Schedule hereto which shall be held by the Lessor for the term of this Lease or any renewal or extension thereof subject to the Lessor having the right to deduct from the bond at any time any amount required by him to off-set any losses occasioned or suffered by him as a result of any default by the Lessee of any terms or conditions of this Lease on his part to perform.

11.2 Nothing in Clause 11.1 hereof shall prejudice any of the Lessor's rights and remedies at law or equity arising out of this Lease.



12.

*SEVERANCE*

12.1 All stipulations contained in this Lease shall be so construed as not to infringe the provisions of any Act whether State or Federal but if any such stipulation on its true interpretation does infringe any such provisions the same shall be deemed to be void and severable here from.

12.2 Without limiting the application of clause 12.1, if the provisions of the Retail Tenancies Reform Act 1998 ("the Act") apply to this Lease, then if there is any inconsistency between any term and condition of this Lease and the provisions of the Act, then the provisions of the Act will apply.

13.

*ENTIRE UNDERSTANDING*

This document embodies the entire understanding and the whole agreement between the parties hereto relative to the subject matter hereof and all previous negotiations representations warranties arrangement and statements (if any) whether expressed or implied with reference to the subject matter hereof or the intentions of either of the parties hereto are merged herein and otherwise are hereby excluded and cancelled.

14.

*INTEREST ON DEFAULT*

Without prejudice to any of the other rights of the Lessor hereunder the Lessee will pay to the Lessor (whether demanded or not) interest at the rate of four per centum (4%) higher than the rate for the time being fixed under Section 2 of the Penalty Interest Rates Act 1983 on any rentals or other monies payable to the Lessor hereunder and remaining unpaid such interest to be computed from the date upon which the moneys in question became due and payable to the date on which they are fully paid to the Lessor.

15.

*SUITABILITY OF PREMISES*

It is hereby acknowledged by the Lessee that the Lessor gives no warranty as to the use of which the demised premises may be put and the Lessee shall satisfy himself thereon and be deemed to have accepted this Lease with full knowledge of and subject to any prohibitions or restrictions on the use thereof under or in pursuance of any act, ordinance, regulation, by-law, enactment or Court Order and should the use hereinbefore referred to be permissible only with the consent of any authority under or in pursuance of any such act, ordinance, regulation, by-law, enactment or Court Order, the Lessee shall obtain such consent at his cost and expense in all respects.

16.

*REPRESENTATION*

It is HEREBY EXPRESSLY AGREED that each of the parties hereto shall be entitled to legal representation at any lawfully constituted arbitration proceedings arising in relation to this Lease.

17.

*SCHEDULE*

The Schedule annexed to this Lease is binding upon the parties hereto and forms part of the Lease, terms and conditions and in the event of any inconsistency between the Schedule and the Lease the terms and conditions of the Schedule shall prevail.

18.

*GUARANTEE*

Where the Lessee is a corporation the Lessor will require and the Lessee shall provide the Personal Guarantee of the Directors and/or the principal shareholders of such corporation with respect to the performance and observance of the terms and conditions of this Lease by the Lessee in the form of Guarantee approved by the Lessor and such Guarantee shall be executed by the Directors and/or the principal shareholders of such corporation and produced to the Lessor duly executed by the Directors and/or the principal shareholders as the Lessor requires with the executed Lease PROVIDED HOWEVER that this Clause 17 shall not apply for so long as KEALBA ENGINEERING PTY LTD is the Lessee.

19.

*ATTORNEY*

The Lessee hereby irrevocably makes, nominates, constitutes and appoints the Lessor to be the true and lawful attorney of the Lessee to act at any time after the power to re-enter herein contained shall have become exercisable or shall have been exercised (a sufficient proof whereof shall be the statutory declaration of the Lessor or any of its officers) to execute and sign a Transfer or a Surrender of this Lease and for this purpose to use the name of the Lessee and generally to do, execute and perform any act, deed, matter or thing relative to the Demised Premises as fully and effectually as the Lessee could do in and about the Demised Premises and the Lessee hereby covenants to ratify and confirm all and whatsoever the said Attorney or any substitute shall lawfully do or cause to be done in and about the Demised Premises.

20.

*TRUSTEE*

21. In the event the Lessee is a Trustee of a Trust or settlement the Lessee hereby confirms that it has the power to enter into this Lease and this Lease binds the Lessee in its own right and in its capacity as Trustee of that Trust or settlement and it covenants with the Lessor as follows:

21.1 Capacity of Trustee

21.2 The Lessee enters into this Agreement both in its personal capacity and in its capacity as Trustee of the Trust and warrants that it has full and unfettered power to enter into this Agreement and this Agreement is entered into as part of the proper administration of the Trust and is or will be for the benefit of the Beneficiaries of the Trust.

(a) The Lessee shall not without the prior written consent of the Lessor:

- (i) agree or allow the Lessee to retire or cease to be the sole Trustee of the Trust or permit or allow any other person to be appointed as a new Trustee if it would prejudice the Trustees' ability to perform the covenants under this Lease;
- (ii) permit the Trust Deed to be altered, amended, varied or revoked in a manner which will prejudice the Trustee's ability to perform the covenants under this Lease except as may be necessary to comply with any statute; and
- (iii) permit the vesting date or termination of the Trust to be determined or accelerated in any way if it would prejudice the Trustees' ability to perform the covenants under this Lease..

22.


*GST*

- 22.1 The purposes of this lease, "GST" means any consumption tax imposed by government, whether at point of sale, or at some other specified occurrence, by whatever name, which operates during the term or any renewal or overholding and includes (without limitation) a goods and services tax, a broad based consumption or indirect tax and value added tax.
- 22.2 Every amount payable by the Lessee to the Lessor under this Lease is expressed as a GST exclusive amount. In addition to each such amount the tenant must pay to the Lessor any GST payable by the Lessor in respect of that amount.
- 22.3 If this Lease requires the Lessee to pay, reimburse or contribute to an amount for which the Lessor has received an invoice from a third party which includes GST, then the relevant amount for payment, contribution or reimbursement will be the GST exclusive amount invoiced to the Lessor plus, if the Lessor's recovery from the Lessee will be treated for GST purposes as a taxable supply, any GST due in respect of the supply by the Lessor.

***EXECUTION CLAUSES***

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals on the day and year first hereinbefore written.

**EXECUTED** by KEALBA SUPER PTY LTD ACN 122 849 156 in accordance with Section 127 of the *Corporations Act 2001* by being signed by those persons who are authorised to sign by the Company

  
.....  
DEBRA ANN PILBEAM - Director/Secretary

  
.....  
BRIAN JOHN PILBEAM – Director

**EXECUTED** by KEALBA ENGINEERING PTY LTD ACN 005 245 527 in accordance with Section 127 of the *Corporations Act 2001* by being signed by those persons who are authorised to sign by the Company

  
.....  
DEBRA ANN PILBEAM - Director/Secretary

  
.....  
BRIAN JOHN PILBEAM – Director

## ***SCHEDULE***

1. The Lessor KEALBA SUPER PTY LTD ACN 122 849 156 of 32 Reid Street, Ardeer Vic 3022 as Trustee of the Kealba Superannuation Fund
2. The Lessee KEALBA ENGINEERING PTY LTD ACN 005 245 527 of 32 Reid Street, Ardeer Vic 3022 as Trustee of the Pilbeam Family Trust
3. The demised premises 30-32 Reid Street, Ardeer Vic 3022
4. Lessor's Chattels All Fixtures and fittings installed in or upon the demised premises and owned by the Lessor.
5. Use of premises Office and General Engineering Factory/Warehouse
6. Commencement Date 1<sup>st</sup> April 2018
7. Term Five years (5) plus one (1) option of Five years (5) with a further option of Five years (5)
8. Rental \$50,000.00 plus GST per annum being \$4,584.00 per calendar month increasing on the anniversary of each year of the subject lease at a rate equivalent to the Consumer Price Index for the previous 12 calendar months
9. Payable By equal calendar monthly payments in advance on the 1<sup>st</sup> day of each month, with proportionate payment for any broken period
10. Rental Adjustment Dates On each anniversary of the commencement date.
11. Manner of Rental Adjustment On each anniversary of the commencement date the rent will be increased by a rate equivalent to the Consumer Price Index for the previous 12 calendar months other than on commencement of the further term. On the commencement of the further term rental will be determined in accordance with clause 9.2.
12. Further Term In accordance with Clause 8.11 hereof.
13. Bond Nil
14. Date of Lease 1<sup>st</sup> April 2018

## DEED OF GUARANTEE AND INDEMNITY

TO: KEALBA SUPER PTY.LTD ACN 122 849 156 of 32 Reid Street, Ardeer Vic 3022 as Trustee of the Kealba Superannuation Fund

IN CONSIDERATION of the Lessor having at the request of the persons particularised in the Schedule hereto (hereinafter called "the Guarantor") entered into the within Lease with the within-named Lessee (hereinafter called "the Lessee"), the Guarantor HEREBY GUARANTEES to the Lessor the due and punctual payment by the Lessee to the Lessor of all rentals and other moneys payable by the Lessee to the Lessor under or pursuant to the within Lease (hereinafter called "the moneys hereby secured") AND ALSO the due performance and observance by the Lessee of all and singular the covenants provisions and stipulations contained or implied in the within Lease and on the part of the Lessee to be performed and observed AND HEREBY ACKNOWLEDGES that this Guarantee is given upon and subject to and with the benefit of the following conditions:

1. The Lessor shall have the fullest liberty without affecting this Guarantee to postpone for any time and from time to time the exercise of all or any of the powers rights authorities and discretions conferred by or arising by virtue of the within Lease and to exercise the same at any time and in any manner and either to enforce or forbear to enforce the covenants for payment of the rentals and other moneys payable by the Lessee under the said Lease or any other covenants contained or implied in the said Lease or any other remedies or securities available to the Lessor AND the Guarantor shall not be released by any exercise by the Lessor of its liberty with reference to the matters aforesaid or any of them or by any time being given to the Lessee or by any other thing whatsoever which under the law relating to sureties would but for this provision have the effect of so releasing the Guarantor.
2. This Guarantee shall be a continuing guarantee and shall not be considered as wholly or partially discharged by the payment at any time hereafter of any part of the moneys hereby secured or by any settlement of account intervening payment or by any other matter or thing whatsoever.
3. This Guarantee shall not be determined by the death of the Guarantor and shall bind its respective legal personal representatives.
4. This Guarantee shall not be determined affected or prejudiced by any variation or modification of the terms of the within Lease nor by any assignment of the within Lease by the Lessee.
5. This Guarantee shall not affect or be affected by any or any further security now or hereafter held or taken by the Lessor or by any loss by the Lessor of any such collateral or other security or by the Lessor failing or neglecting to recover by the realisation of any collateral or other security or otherwise any of the moneys at any time owing by the Lessee to the Lessor or by any laches or mistakes on the part of the Lessor.
6. Until the Lessor shall have received all moneys hereby secured the Guarantor shall not be entitled on any grounds whatsoever to claim the benefit of any security for the time being held by the Lessor or either directly or indirectly to claim or receive the benefit of any dividend or payment out of any winding up of the Lessee and in the event of the liquidation of the Lessee or the Lessee entering into a scheme of arrangement of its affairs the Guarantor shall not be entitled to prove or claim therein in competition with the Lessor so as to diminish any dividend or payment which but for such proof the Lessor would be entitled to receive out of such liquidation or scheme and the receipt of any dividend or other payment which the Lessor may receive from such liquidation or scheme shall not prejudice the right of the Lessor to recover from the Guarantors to the full amount of this Guarantee the moneys hereby secured.
7. This Guarantee shall be a principal obligation and shall not be treated as ancillary or collateral to any other obligations whatsoever and the Lessor shall be at liberty to act as though the Guarantor was the principal debtor and the Guarantor hereby waives all and any rights as surety which may at any time be inconsistent with the provisions of this Guarantee.

8. Any demand or notice to be made upon the Guarantor by or on behalf of the Lessor hereunder shall be deemed to be duly made if the same be in writing and signed by any Director or Secretary of the Lessor or by any other person duly authorised by the Lessor to make such demand on behalf of the Lessor and the same may be left at or sent through the post in a prepaid registered letter addressed to the Guarantor at its address herein specified or other the address last known to the Lessor. Any demand so sent by post shall be deemed to have been duly served at the expiration of forty-eight (48) hours from the time of its posting and notwithstanding that it may subsequently be returned through the Post Office unclaimed.
9. This Guarantee shall ensure for the benefit of the Lessor and its successors and transferees and the obligations and liabilities of the Guarantor hereunder shall bind it.
10. For the consideration aforesaid and as a separate and severable covenant the Guarantor HEREBY AGREES to indemnify the Lessor against and in respect of any loss or damage suffered by the Lessor by reason or as a result of any non-payment by the Lessee of any of the moneys hereby secured or by reason of any disclaimer of the within Lease by the Liquidator of the Lessee upon any winding-up of the Lessee of the moneys hereby secured and also in respect of all costs charges and expenses whatsoever which the Lessor may incur by reason of any default on the part of the Lessee under or in relation to the Lease.
11. If any payment made to the Lessor by or on behalf of the Lessee shall subsequently be avoided or set aside by reason of any statutory provision or otherwise such payment shall not be deemed to have prejudiced or otherwise affected this Guarantee or the Lessor's right to recover such payment from the Guarantor pursuant hereto to the intent that the Lessor shall with respect to its rights to recover pursuant to this Guarantee the moneys hereby secured be restored to the same position in which it would have been had such payment not been made.
12. This Guarantee and Indemnity shall extend to any extension or renewal of the within Lease and to any period in which the Lessee may be overholding under the Lease and also to any renewed Lease granted pursuant to any exercise by the Lessee of the Lessee's Option in that regard contained in the Lease.

DATED the 1<sup>st</sup> April 2018

GUARANTORS: DEBRA ANN PILBEAM and BRIAN JOHN PILBEAM

SIGNED SEALED AND DELIVERED by the )  
said DEBRA ANN PILBEAM in the presence )  
of: )

*Debra Ann Pilbeam*  
.....

*Brian John Pilbeam*  
.....

SIGNED SEALED AND DELIVERED by the )  
said BRIAN JOHN PILBEAM in the presence )  
of: )

*Brian John Pilbeam*  
.....

*Debra Ann Pilbeam*  
.....