## COMMERCIAL LEASE AGREEMENT

This Lease is made this 1<sup>st</sup> day of July, 2012 by and between Brookfield Group Superannuation Pty Ltd ATF Brookfield Group Superannuation Fund (herein after 'Landlord') and Active Metal Services (herein after 'Tenant'). In consideration for the mutual promises and covenants contained herein, and for other good and valuable consideration, the parties hereby agree as follows:

- The Landlord leases to the Tenant, and the Tenant rents from the Landlord the following described premises:
   Business premises situated at 17 Waratah Street COWRA NSW 2794 containing factory space, offices and yard area.
- 2. The term of the Lease shall be for 10 years, commencing 1/7/2012 and ending 30/6/2022.
- The Tenant shall pay to Landlord an annual rent of \$66,000.00 incl. GST, in monthly payments of \$5,500.00 incl. GST. This rent amount will be reviewed annually at June 30.
- 4. This Lease is subject to all present or future mortgages affecting the premises.
- 5. Tenant shall use and occupy the premises only as an office space and manufacturing facility.
- 6. The Tenant shall not make any alterations, additions or improvements without the prior consent of the Landlord.
- 7. Tenant shall pay all charges for water, sewer, gas, electricity, telephone and other services and utilities used by Tenant on the Leased Premises during the term of this Lease.
- 8. The Tenant shall purchase at his own expense general and public liability insurance, and business insurance over the property. Satisfactory evidence (certificates of currency) will be provided to the Landlord and shall continue in force and effect throughout the Lease term.
- The Tenant shall not permit or commit waste to the premises.
- 10. The Tenant shall comply with all rules, regulations, ordinances, codes and laws of all governmental authorities having jurisdiction over the premises.
- 11. The Tenant shall not permit or engage in any activity that will affect an increase in the rate of insurance for the Building in which the premises is contained nor shall the Tenant permit or commit any nuisance thereon.
- 12. The Tenant shall not sublet or assign the premises nor allow any other person or business to use or occupy the premises without the prior written consent of the Landlord, which consent may not be unreasonably withheld.
- 13. At the end of the term of this Lease, the Tenant shall surrender and deliver up the premises in the same condition (subject to any additions, alterations or improvements, if any) as presently exists, reasonable wear and tear excluded.
- 14. Upon default in any term or condition of this Lease, the Landlord shall have the right to undertake any or all other remedies permitted by Law.
- 15. This Lease shall be binding upon, and inure to the benefit of, the parties, their heirs, successors, and assigns.

Signed this  $\mathbf{1}^{\text{st}}$  day of July 2012.

Tenant - Active Metal Services

Landlord - Brookfield Group Superannuation Pty Ltd