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LEASE
New South Wales
Real Property Act 1900

Leave this space clear. Affix additional pages to the top left-hand corner.

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

STAMP DUTY

Revenue NSW use only

(A) TORRENS TITLE

Property leased
Folio Identifier 1076/DP755247 being 23 Wyong Road, Lambton NSW 2299

(B) LODGED BY

Document
Collection
Box

Name, Address or DX, Telephone, and Customer Account Number if any

CODE

L

Reference:

(C) LESSOR

THE I & J COMPANY PTY LIMITED ACN 082 706 223

The lessor leases to the lessee the property referred to above.

(D)

Encumbrances (if applicable):

(E) LESSEE

AIR VIEW ALUMINIUM PTY LTD ACN 001 205 205

(F)


TENANCY:

- (G)**
- 1. TERM** Two (2) years
 - 2. COMMENCING DATE** 1 December 2019
 - 3. TERMINATING DATE** 30 November 2021
 - With an **OPTION TO RENEW** for a period of set out in item N/A
 - With an **OPTION TO PURCHASE** set out in clause N/A of N/A
 - Together with and reserving the **RIGHTS** set out in clause N/A of N/A
 - Incorporates the provisions or additional material set out in **ANNEXURE(S) A** hereto.
 - Incorporates the provisions set out in N/A No.
 - The **RENT** is set out in clause No. 2.01 of ANNEXURE A

DATE

(H) Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appears(s) below pursuant to the authority specified.

Corporation: The I & J Company Pty Limited ACN 082 706 223
Authority: section 127 of the Corporations Act 2001
Signature of authorised person:


Signature of authorised person: 

Name of authorised person: Ian Richard Lewis
Office held: Director

Name of authorised person: Jennifer Fay Lewis
Office held: Director

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appears(s) below pursuant to the authority specified.

Corporation: Air View Aluminium Pty Limited ACN 001 205 205
Authority: section 127 of the Corporations Act 2001
Signature of authorised person:

Signature of authorised person: 

Name of authorised person: Anthony Richard Drinnan
Office held: Director

Name of authorised person: Chad Richard Lewis
Office held: Director

(I) **STATUTORY DECLARATION ***

we Ian Richard Lewis directors of The I&J Company Pty Limited and Jennifer Fay Lewis solemnly and sincerely declare that—

1. The time for the exercise of option to renew in expired lease No. ^{AK 792237} has ended; and
2. The lessee under that lease has not exercised the option.

I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act 1900.

Made and subscribed at New Lambton

in the State of New South Wales on 10 January 2020

in the presence

of Scott Hingley Lewis of 76 Park Street St. Raymond NSW


Justice of the Peace (J.P. Number:)

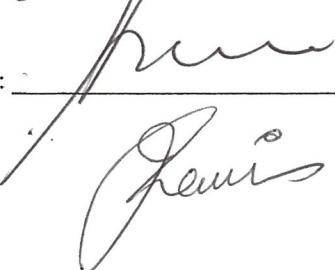
Practising Solicitor

Other qualified witness [specify]

who certifies the following matters concerning the making of this statutory declaration by the person who made it:

1. I saw the face of the person ~~OR I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had special justification for not removing the covering;~~ and
2. I have known the person for at least 12 months ~~OR I have confirmed the person's identity using the identification document and the document I relied on was a~~ New South Wales Licence

Signature of witness: 

Signature of applicant: 

* As the services of a qualified witness cannot be provided at lodgment, the declaration should be signed and witnessed prior to lodgment. # If made outside NSW, cross out the witness certification. If made in NSW, cross out the text which does not apply.

** s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.

Annexure A to Lease

PARTIES:

THE I & J COMPANY PTY LIMITED ACN 082 706 223 - Lessor
AIR VIEW ALUMINIUM PTY LIMITED ACN 001 205 205 - Lessee

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appears(s) below pursuant to the authority specified.

Corporation: Air View Aluminum Pty Limited
Authority: section 127 of the Corporations Act 2001

Signature of authorised person:

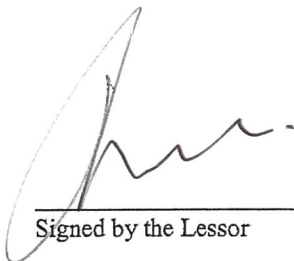


.....
Name of authorised person: Brett Arthur Holdstock
Office held: Director

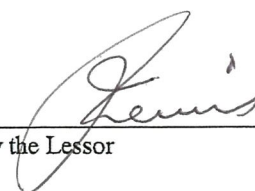
THIS IS THE REFERENCE SCHEDULE REFERRED TO IN THE LEASE
BETWEEN THE I & J COMPANY PTY LIMITED ACN 082 706 223 AS LESSOR AND AIR VIEW
ALUMINIUM PTY LTD ACN 001 205 205

THE REFERENCE SCHEDULE


- ITEM 1 - THE YEARLY RENTAL (Clause 2.01)
Sixty-Five Thousand Dollars (\$65,000.00) per annum plus GST, payable
by monthly instalments in advance of Five Thousand, Four Hundred and
Sixteen Dollars and Sixty-Six Cents (\$5,416.66) plus GST.
- ITEM 2 - RENT REVIEW DATES (clause 2.04)
Not applicable
- ITEM 3 - OPTION FOR RENEWAL LEASE PERIOD (Clause 4.01)
Not applicable
- ITEM 4 - PERMITTED USE (Clause 6.01)
Office and manufacturing of aluminium windows, doors and other similar
products.
- ITEM 5 - DEMISED PREMISES (Clause 1.08)
Lot 1076 in Deposited Plan 755247 being 23 Wyong Road, Lambton
- ITEM 6 - PERCENTAGE OF OUTGOINGS (Clause 3.01)
100% of Outgoings
- ITEM 7 - SECURITY DEPOSIT (clause 20)
Five Thousand, Four Hundred and Sixteen Dollars and Sixty-Six Cents
(\$5,416.66) plus GST (equivalent to one month of the gross annual
commencement rent, plus GST).
- ITEM 8 - GUARANTORS (clause 22)
Anthony Richard Drinnan
Chad Richard Lewis
Brett Arthur Holdstock



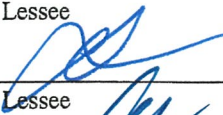
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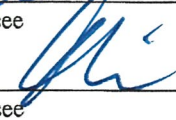
Signed by the Lessor



Signed by the Lessee



Signed by the Lessee

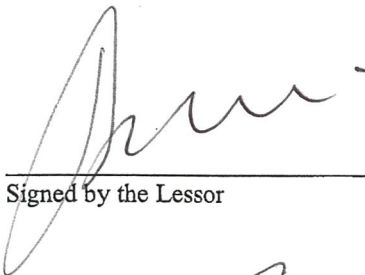


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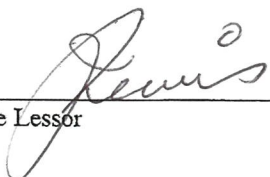
“A”
THIS AND THE FOLLOWING 24 PAGES COMPRISE THE ANNEXURE "A"
REFERRED TO IN THE LEASE

ARTICLE 1: DEFINITIONS AND INTERPRETATIONS


- 1.01 LESSOR: The term “the Lessor” means, where the context admits, extends to and includes:-
- (a) in the case of a corporation, its successors in title and assigns and
 - (b) in the case of a natural person or persons, his, their and each of their respective heirs, executors, administrators and assigns.
- 1.02 LESSEE: The term “the Lessee” means, where the context admits, extends to and includes:-
- (a) in the case of a corporation, its successors in title and permitted assigns and
 - (b) in the case of a natural person or persons, his, their and each of their respective heirs, administrators, and permitted assigns.
- 1.03 PERSON: The word "person" includes a corporation.
- 1.04 PLURALS AND GENDERS: Words importing the singular or plural number include the plural and singular numbers respectively and words of each gender shall include any other gender.
- 1.05 JOINT AND SEVERAL LIABILITY: Where two or more persons are Lessees or where any obligation hereunder is undertaken by two or more persons, the covenants and obligations on their part herein contained shall bind them jointly and each of them severally.
- 1.06 STATUTES AND REGULATIONS: Reference to statutes, regulations, ordinance or by-laws shall be deemed to extend to all statutes, regulations, ordinances or by-laws amending, consolidating or replacing the same.
- 1.07 THE LAND: The term “Land” means part of the land comprised in Folio Identifier Lot 1076 in Deposited Plan 755247 known as 23 Wyong Road, Lambton.




Signed by the Lessor




Signed by the Lessor



Signed by the Lessee

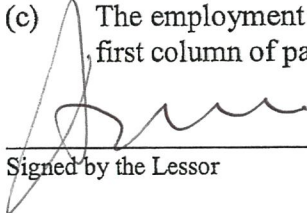


Signed by the Lessee




Signed by the Lessee

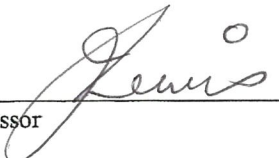
- 1.08 DEMISED PREMISES: The term "Demised Premises" means the premises specified in Item 5 of the Reference Schedule and all fixtures, fittings, furnishings, plant machinery and equipment (if any) now or hereafter installed therein by the Lessor.
- 1.09 COMMENCEMENT DATE: The words "Commencement Date" mean: -
- (a) where referred to in Clause 2.04 of this Lease, the date indicated in number 2 as "commencing Date" on the Real property Act form for the first term of this Lease commencing on **1 December 2019**; and
- (b) in all other cases the "Commencing Date" as indicated on the Real Property Act form comprising the front page of this Lease.
- 1.10 PRESCRIBED RATE: The term "prescribed Rate" means two per centum (2%) per annum in excess of the standard overdraft rate of interest charged as at the date of the relevant payment by Westpac Banking Corporation or its successors or assigns for overdraft accommodation for amounts of less than One Hundred Thousand Dollars (\$100,000.00).
- 1.11 REFERENCE SCHEDULE: The term "Reference Schedule" means the Reference schedule annexed to the front of this Lease.
- 1.12 BUILDING: The term "Building" means the building situated on the Land.
- 1.13 SEVERABILITY: If any term covenant or condition of these presents or the application thereof to any person or circumstances shall be or become invalid or unenforceable, the remaining terms covenants and conditions shall not be affected thereby and such terms covenants and conditions of these presents shall be valid and enforceable to the fullest extent permitted by law.
- 1.14 IMPLIED COVENANTS:
- (a) None of the covenants and powers implied in every memorandum of lease by virtue of the Conveyancing Act, 1919 Sections 84 and 85 shall apply to this Lease save so far as the same are embodied in the covenants and powers herein expressed and such implied covenants and powers (except as aforesaid) are accordingly hereby expressly negatived.
- (b) Section R4A of the Conveyancing Act, 1919 does not apply to the Lease hereby granted and the covenants, powers and provisions implied thereby are hereby expressly negatived.
- (c) The employment in this Lease of any words in any of the forms of words contained in the first column of part II of the Fourth Schedule to the Conveyancing Act, 1919 shall not imply




 Signed by the Lessor




 Signed by the Lessee



 Signed by the Lessor



 Signed by the Lessee



 Signed by the Lessee

- any covenant under section 86 of the said Act.
- (d) The respective obligations of the parties hereto as set out herein whether positive or negative shall be construed upon the basis that each such obligation is a separate and independent covenant made by one party in favour of the other party.

1.15 HEADINGS AND INDEX: Headings and sub-headings as well as the Index are included for the sake of ease of reference and none of the terms covenants conditions or restrictions herein appearing are to be construed or interpreted by reference to such headings, sub-headings or Index.

ARTICLE 2: RENT

2.01 YEARLY RENT: The Lessee covenants with the Lessor that the Lessee will, on and from the date of the commencement date of this lease and for the remainder of the term hereof, pay to the Lessor, without demand from the Lessor, free of exchange and without any deduction whatsoever, the yearly rental specified in Item 1 of the Reference schedule until the first review date specified in this Article and thereafter as determined in accordance herewith.

2.02 MANNER OF PAYMENT: Subject to the provisions of Clauses 2.01 and 2.03 of this Article the yearly rental shall be payable monthly in advance by equal instalments equivalent to one twelfth of the yearly rental for the time being on the first day of each month during the term hereof.

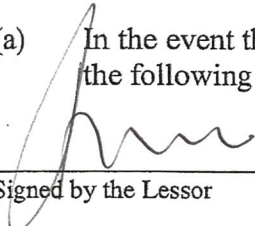
2.03 APPORTIONMENT FOR BROKEN PERIODS: If the term hereof commences on a day other than the first day of a month the Lessee shall pay to the Lessor, in respect of the broken periods prior to the first complete month of the term hereof and subsequent to the last complete month of the term hereof on the first day of each such broken periods a proportionate part of the appropriate monthly payment payable on account of the yearly rental to the first day of the following calendar month or to the expiration of the term as the case may be.

2.04 RENTAL REVIEWS:


Rent is to be reviewed on each date as stipulated in Item 2(a) of the Reference Schedule. There is to be no rent review during the term of the Lease.

Consumer Price Index Reviews

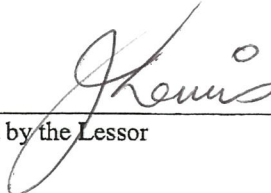
(a) In the event that Consumer Price Index reviews apply, yearly rental shall be determined in the following manner:-



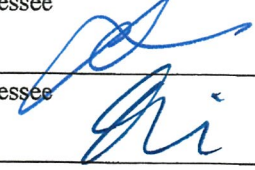
 Signed by the Lessor



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 Signed by the Lessor



 Signed by the Lessee

- (i) the yearly rental determined in accordance with movements in the Consumer Price Index by using the following formula:

$$R = A \times \frac{B}{C}$$

Where;

"R" means the yearly rental payable on and from the date stipulated in Item 2(a) of the Reference Schedule.


"A" means the yearly rental payable during the year of the term of this Lease immediately prior to the relevant date stipulated In Item 2(a) of the Reference Schedule.

"B" means the Index Number applicable for the quarter ending immediately prior to the relevant date stipulated in Item 2(a) of the Reference schedule.

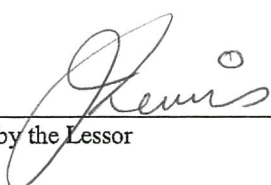
"C" means the Index Number applicable for the quarter ending immediately prior to the last to occur of the commencement Date and the last date on which the yearly rental was reviewed.

In this clause 2.04(a) the expression "Index Number" shall mean the Consumer Price Index All Groups Number (Sydney) published from time to time by the Australian Bureau of statistics and in the event that there is any suspension or discontinuance of the Consumer Price Index then Index Number shall mean the New South Wales male basic wage applicable in the city of Sydney. If the system of practice of the determination of the New South Wales male basic wage shall cease, then Index Number shall mean the index published at the date hereof and at the time of variation of the rental by the Australian Bureau of Statistics which reflects fluctuations of the costs of living in Sydney and which the parties may mutually agree upon and if they are unable to agree then such variation of rental shall be by reference to such index as may be determined by the president for the time being of the Australian Institute of Valuers and Land Economists (N.S.W. Division) or some person nominated by him whose decision shall be conclusive and binding;


2.05 **RENTAL VARIATION:** Any variation in the yearly rental provided for in this Lease will apply from the relevant date stipulated in Item 2(a) of the Reference schedule and if such rental is determined after the relevant date, within fourteen (14) days after the rental is determined the Lessee shall pay all arrears backdated to the relevant date of review.




Signed by the Lessor




Signed by the Lessor



Signed by the Lessee



Signed by the Lessee



Signed by the Lessee

ARTICLE 3: OUTGOINGS


3.01 DEFINITION OF OUTGOINGS: The outgoings shall be and mean (except as hereinafter limited) the total cost of all outgoings, costs and expenses of the Lessor now or hereafter properly and reasonably assessed, charged or chargeable, paid or payable or otherwise incurred upon or in respect of the Land and/or the Building or any part thereof or upon the Lessor in relation thereto and the costs of the maintenance and the conduct of the Building (excepting costs and expenses of a capital or structural nature) and in particular and without limiting the generality hereof shall include:

- (a) All charges for water, electricity, light, power, fuel, sewerage, drainage, garbage removal and other services supplied or furnished to the premises.
- (b) All costs of repairs, maintenance, cleaning, renewals and replacements incurred in keeping the premises in good and substantial repair, order and condition;
- (c) Water Rates, Council Rates and Land Tax; and
- (e) The percentages of Outgoings payable by the Lessee as set-out in Item 6.

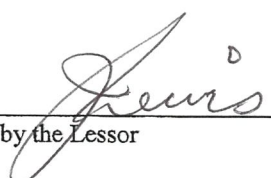
ARTICLE 4: OPTION FOR RENEWAL OF LEASE

4.01 OPTION: If the Lessee:-

- (a) desires to take a renewed lease of the demised premises for the further term specified in Item 3 of the Reference Schedule from the expiration of the term of this Lease;
- (b) gives to the Lessor not less than three (3) months' and not more than six (6) months' previous notice in writing thereof;
- (c) in the meantime duly and punctually pays the rent reserved by this Lease and all other moneys payable pursuant to this Lease at the times and in the manner herein appointed for payment thereof; and
- (d) shall not at the date of the notice nor at the expiration of the term hereof be in breach of any of the covenants conditions provisos and agreements by and on the part of the Lessee expressed or implied in this Lease except to the extent to which any breach non-observance or non-performance may have been waived or excused by the Lessor;



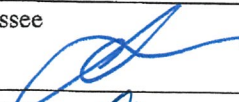
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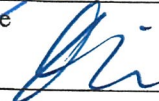
Signed by the Lessor



Signed by the Lessee



Signed by the Lessee

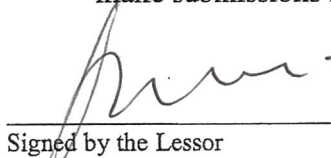



Signed by the Lessee

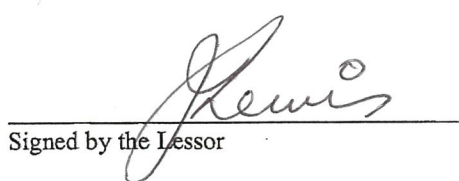
- (e) then the Lessor shall at the cost and expense of the Lessee, lease to the lessee (and the lessee shall take as tenant) the demised premises for the further term specified in Item 3 of the Reference Schedule upon the same terms and conditions as are herein contained with the exception of this present condition which will be deleted and with the exception that clause 2.01 shall provide for the lessee to pay rent on and from the commencement date.

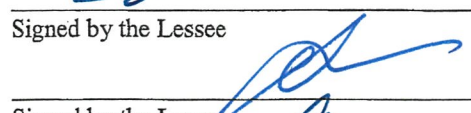
4.02 MARKET REVIEW:

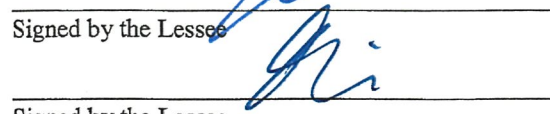
- (a). In this case, the rent is to be the current market rent. This can be the higher or lower than the rent payable at the Rent Review Date and is the rent that would reasonably be expected to be paid for the property, determined on an effective rent basis, having regard to the following matters:
- (i). The provisions of this lease;
 - (ii). The rent that would reasonably be expected to be paid for the property if it were unoccupied and offered for renting for the same or a substantially similar use, to which the property may be put under this Lease;
 - (iii). The gross rent, less the lessor's outgoings payable by the Lessee;
 - (iv). Rent concessions and other benefits that are frequently or generally offered to prospective lessee's of unoccupied commercial premises; and
 - (v). the value of goodwill created by the lessee's occupation and the value of the lessee's fixtures and fittings are to be ignored;
- (b). The Lessor or the Lessee may inform the other in writing at least 60 days before the Rent Review date of the rent that the Lessor or Lessee thinks will be the current market rent at the review date.
- (c). If the Lessor and the Lessee agree on a new rent, then that rent will be the new rent beginning on the Rent Review Date and the Lessor and the Lessee must sign a Statement saying so;
- (d). If the Lessor and the Lessee do not agree on the amount of the new rent 30 days before the Rent Review Date, the current market rent will be decided by a Valuer appointed under Clause 4.02(e);
- (e). The Valuer appointed must be a specialised commercial Valuer appointed by agreement of the parties or, failing agreement, by the president of the Australian Property Institute of NSW Division, upon application by the Lessor or the Lessee;
- (f). The Valuer will act as an Expert not an Arbitrator. The Lessor and the Lessee can each make submissions in writing to the Valuer.


Signed by the Lessor


Signed by the Lessee


Signed by the Lessor


Signed by the Lessee


Signed by the Lessee

- (g). The Valuer's decision is final and binding. The Valuer must state how the decision was reached in accordance with the provisions of the Act.
- (h). If the Valuer –
 - (i). Does not accept the nomination to act;
 - (ii). Does not decide the current market rent within 1 month after accepting the nomination;
 - (iii). Becomes incapacitated or dies; or
 - (iv). Resigns,

Then another Valuer, is to be appointed in the same way.

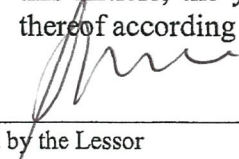
- (i). The Lessor and the Lessee must each pay half of the Valuer's costs.
- (j). If the Lessor and the Lessee do not agree upon a Valuer and neither applies for a Valuer to be appointed within 6 months after a review date, then the rent will not change on that rent review date.

ARTICLE 5: RESUMPTION OR DAMAGE TO PREMISES


5.0 TERMINATION: If the whole or any substantial part of the Demised Premises shall be resumed or taken for any public purpose by any competent authority or shall be destroyed or damaged by fire, flood, lightning, storm, tempest, earthquake or by other disabling cause or inevitable accident during the term of this lease or the Demised Premises are rendered inaccessible to the Lessee having regard to its normal means of access so as to render the Demised Premises substantially unfit for the use and occupation of the Lessee or so as to deprive the Lessee of substantial use of the same or so as to render, in the reasonable opinion of the Lessor, the rebuilding or reconstruction of the Demised Premises in its previous form impracticable or undesirable, then notwithstanding anything herein contained or implied, the term hereby created may be terminated without right or claim for compensation by either the Lessor or the Lessee by not less than 1 months' notice in writing to the other.

5.02 ANTECEDENT RIGHTS: Any termination in accordance with the provisions of Clause 5.01 of this Article shall be without prejudice to the rights of either the Lessor or the Lessee in respect of any antecedent breach or non-observance of any covenant, agreement or provision hereof.

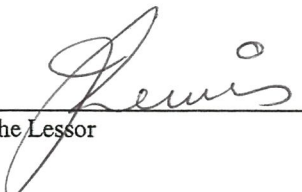
5.03 ABATEMENT: Upon the occurrence of any of the events referred to in Clause 5.01 of this Article, the yearly rent and outgoings hereby reserved or a fair and just proportion thereof according to the nature and extent of the damage or destruction sustained shall abate



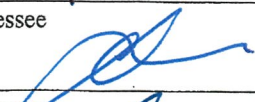
 Signed by the Lessor



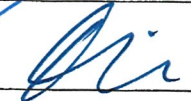
 Signed by the Lessee



 Signed by the Lessor



 Signed by the Lessee



 Signed by the Lessee

and all or any remedies for the recovery of such rent or such proportionate part thereof shall be suspended until either:

- (a) the Demised Premises shall have been rebuilt or reconstructed or made fit for the occupation and use of the Lessee; or
- (b) the Lease shall be terminated pursuant to the provisions of Clause 5.01 of this Article.

5.04 NO OBLIGATION TO REBUILD OR RE-INSTATE: Nothing herein contained or implied shall be deemed to impose any obligation upon the Lessor to rebuild or re-instate the Demised Premises or make it fit for occupation and use BUT NEVERTHELESS the Lessor shall have right at all reasonable times with workmen and others and all necessary materials and appliances to enter upon the Demised Premises for the purpose of rebuilding or re-instating the Demised Premises or making it fit for occupation and use of the Lessee.

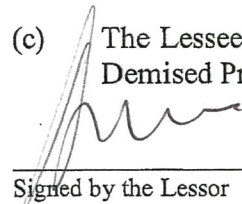
5.05 ARBITRATION: In the event of any dispute arising out of the provisions of this Article, the same shall be referred to arbitration under the provisions of the laws in that regard for the time being in force in the state of New South Wales.

ARTICLE 6: USE OF THE DEMISED PREMISES BY THE LESSEE


6.01 BUSINESS USE: The Lessee will not use or permit to be used the Demised Premises or any part thereof for any purpose other than as premises for carrying on the business specified in Item 4 of the Reference Schedule and the Lessee will not permit or suffer the Demised Premises or any part thereof to be used for any other purpose or for any residential purpose whether temporary or permanent.

6.02 NO NOXIOUS USE OF PREMISES: The Lessee will not at any time during the continuance of this lease:

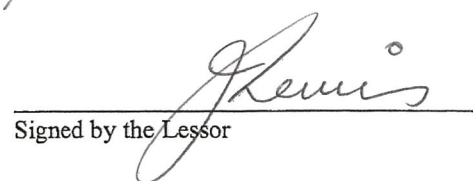
- (a) Use exercise or carry on or permit or suffer to be used exercised or carried on in or upon the Demised Premises or any part thereof any noxious, noisome or offensive act, trade, business, occupation or calling, or
- (b) Do or omit or permit or suffer to be done or omitted any act matter or thing whatsoever in upon or about the Demised Premises or any part thereof which is or shall or may be or grow to the annoyance nuisance grievance damage or disturbance of occupiers or owners of any adjacent premises.
- (c) The Lessee will not at any time during the said term use or permit or suffer to be used the Demised Premises for any illegal purpose or activity.



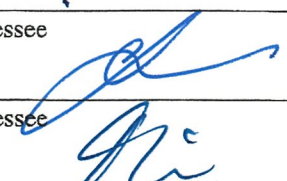
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(d) The Lessee will not at any time during the said term, use or permit remain or allow to be stored upon the Demised Premises any hazardous or corrosive materials including but not limited to any chemicals.

6.03 EXTERIOR SIGNS: The Lessor consents to the Lessee erecting, painting or placing upon the exterior and interior of the Demised Premises signs, lights, embellishments, advertisements, names or notices upon obtaining agreement from the Lessor's builder and upon the expiration or sooner determination of the term hereby created the Lessee shall at its own expense remove any signs, lights, embellishments, advertisements, names or notices put by the Lessee upon the exterior or interior of the Demised Premises as required by the Lessor and the Lessee will make good any damage or disfigurement caused by reason of such removal

6.04 LESSEES COMPLIANCE WITH REGULATIONS ORDINANCES AND BY-LAWS

(a) The Lessee will duly observe and perform and in all respects comply with the provisions and requirements of every act of parliament, regulation, ordinance, by-law and every notice or order of any competent authority relating to or resulting from the use or occupation of the Demised Premises by the Lessee and the Lessee will indemnify the Lessor and keep the Lessor indemnified against all liability in respect thereof provided however that the Lessee is under no liability in respect of any structural alterations not caused or occasioned by the Lessee's use or occupation of the Demised Premises.

(b) The Lessee will not do or omit or suffer to be done or omitted on or about the Demised Premises or the Demised Premises any act or thing by reason of which the Lessor may under any enactment, regulation, ordinance, by-law, notice or order, incur or have imposed upon it or become liable to perform any work or to pay any penalty, damages, compensation, fees, costs, charges or expenses.

6.05 GENERAL PROVISIONS RE: USE: The Lessee agrees with the Lessor that:

(a) The Lessee shall give to the Lessor prompt notice of any breakages to or defect in the water pipes that may exist upon or below the surface of the Demised Premises.

ARTICLE 7: ASSIGNMENT AND SUB-LETTING

7.01 NO ASSIGNMENT ETC: 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 Demised Premises or any part thereof or by any act or deed procure the Demised Premises or any part thereof to be assigned, transferred, demised, sub-let, shared or put into possession of any person or persons without the consent in writing of the Lessor which consent shall not be unreasonably withheld where the Lessee, not being

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in default of the covenants and agreements on the Lessee's part herein contained, proposes to assign or sub-lease to any assignee or sub-Lessee who provides to the reasonable satisfaction of the Lessor that he or it is a respectable responsible and solvent person or corporation capable of adequately carrying on the business proposed to be carried on at the Demised Premises and who enters into a covenant with the Lessor in the form required by the Lessor that he or it will duly perform and keep the covenants and agreements on the Lessee's part herein contained and who pays to the Lessor its costs and disbursements of and incidental to the giving of its consent and (in the case of a corporation) furnishes such guarantees of payment and performance as the Lessor shall reasonably require.

Upon any assignment of this Lease the Lessor will release the security deposit paid by the Lessee provided the assignee has paid the security deposit to the Lessor.

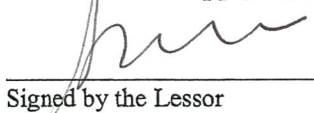
7.02 LESSEE NOT TO ISSUE ADDITIONAL SHARES: If the Lessee is a company other than a public company listed on an Australian Stock Exchange then any change in the shareholding of the Lessee which alters the effective control of the Lessee is for the purposes of this lease deemed a proposed assignment of this Lease and the Lessee shall not register, record or enter into its books any transfer of any share or shares in the capital of the Lessee or deal with any beneficial interest in any such share or shares or take any action having the effect of altering the effective control of the Lessee or having the effect of the shareholders of the Lessee at the date of this Lease together beneficially holding or controlling less than 51% of the voting rights of the capital in the Lessee unless the Lessee complies with the conditions of the preceding sub clause.

ARTICLE 8: LIGHT POWER AIR-CONDITIONING WATER & TELEPHONE

8.01. SOURCE OF LIGHT AND POWER: The Lessee shall not use any form of light power or heat other than generated by electrical current or gas supplied through meters except in the case of failure in the supply.

8.02 NO ALTERATIONS TO ELECTRICAL INSTALLATIONS: The Lessee shall not without the consent in writing of the Lessor (which consent shall not be unreasonably withheld) make any alterations or additions to the electrical installations or wiring of the Demised Premises nor install any electrical equipment on the Demised Premises which overloads the cable, switchboards or sub-boards through which electricity is conveyed to the Demised Premises.

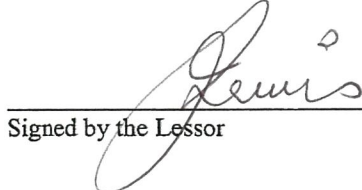
8.03 CHARGES FOR ELECTRICITY WATER AND TELEPHONE: The Lessee shall promptly pay all charges for electricity and water which may from time to time be imposed or charged in respect of electricity gas or water consumed in or on the Demised Premises to the supplying authority on or before the due date therefore and the Lessee shall also pay



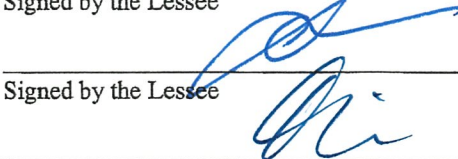
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all charges in respect of any telephone service connected to the Demised Premises and all other charges and impositions imposed by any public utility or authority for the supply of any service supplied to the Demised Premises.


8.04 AIR-CONDITIONER: The Lessee shall, at its cost, enter into a service contract with a reputable service provider for the regular servicing and maintenance of any air-conditioning plant and equipment which is or may be installed in or servicing the Demised Premises exclusively. For the avoidance of doubt, nothing in this clause imposes any obligation on the Lessee in respect of any major structural maintenance, replacement or repair unless required due to the act, neglect or default of the Lessee or its use or occupancy of the Demised Premises.”

ARTICLE 9: MAINTENANCE AND REPAIR


9.01 REPAIR OF PREMISES DURING LEASE: The Lessee will during the whole of the said term and otherwise so long as the Lessee shall remain in possession or occupation when where and so often as need shall be maintain, replace, repair and keep the whole of the Demised Premises in good and substantial repair working order and condition (having regard to their condition at the commencement of the Lease) and particularly all plate glass, machinery, plant, equipment, fixtures and things thereto belonging or which at any time during the term or possession or occupation as aforesaid shall be erected therein or thereon or be part thereof, damage by fire, flood, lightning, storm, tempest, Act of God, war damage, earthquake any other event or happening beyond the control of the Lessee and reasonable wear and tear only excepted, provided however that nothing contained in this Clause shall impose any obligation upon the Lessee to do any work of a structural or capital nature except such as may be occasioned by the Act, neglect or default of the Lessee or by its use or occupancy of the Demised Premises including but not limited to maintenance of the tar seal.

9.02 REPAIR ON TERMINATION OF LEASE: 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 in good and substantial repair order and condition in all respects (having regard to their condition at the commencement of the Lease) and clean and free from rubbish, damage by fire, flood, lightning, storm, tempest, Act of God, war damage, reasonable wear and tear and structural defects not caused by the Lessee only excepted.

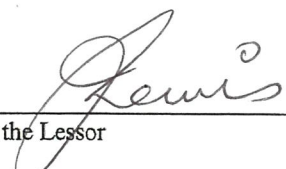
9.03 The Lessee will, without affecting the generality of the preceding Clauses 9.01 and 9.02 of this Article, at the Lessee's expense.



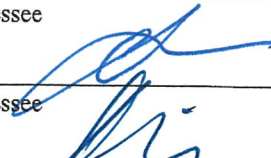
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a) CLEANING:

- (i) cause of the Demised Premises to be regularly cleaned in a proper and workmanlike manner;
- (ii) keep during the whole of the term the whole of the Demised Premises free from dirt and rubbish and in particular shall store and keep all trade waste and garbage in proper receptacles installed by the Lessee and arrange for the regular removal thereof from the Demised Premises.

9.04 DRAINS AND WASTE PIPES: The Lessee shall at all times and at its own expense keep clean and free of blockages all drains, waste pipes and grease traps in or leading from the Demised Premises.

9.05 PREMISES TO BE KEPT FREE OF PESTS: The Lessee will take all reasonable precautions to keep the Demised Premises free of rodents, vermin, insects, pests, birds and animals and in the event of failing so to do will if and when so required by the Lessor but at the cost of the Lessee employ pest exterminators approved by the Lessor.

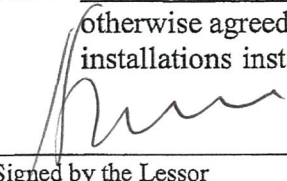
ARTICLE 10: ALTERATIONS

10.01 NO ALTERATION TO DEMISED PREMISES: The Lessee shall not without the previous consent in writing of the Lessor, which consent shall not be unreasonably withheld, make any structural alterations or additions in or to the Demised Premises or any part thereof.

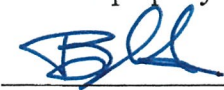
10.02 INSTALLATION OF FIXTURES: The Lessee shall not without the previous consent in writing of the Lessor, which consent shall not be unreasonably withheld, install any fixtures including water, gas or electrical equipment or appliances or any apparatus for illuminating, air-conditioning, heating, cooling or ventilating the Demised Premises nor shall the Lessee, without like consent mark paint or drill or in any way deface or damage any walls, ceilings, partitions, floors or other part thereof.

10.03 PARTITIONING: The Lessee shall not without the previous consent in writing of the Lessor which consent shall not be unreasonably withheld, install or alter any partitioning equipment (other than unfixed furnishings or unfixed business equipment) or other installation in or on the Demised Premises.


10.04 REMOVAL AND OWNERSHIP OF FIXTURES AND PARTITIONING: Unless otherwise agreed in writing between the parties hereto all partitioning and other fixtures and installations installed by the Lessee shall remain the property of the Lessee who shall be



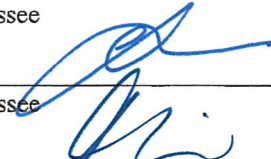
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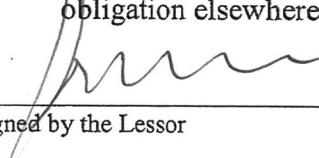
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responsible for all maintenance and repair thereof and which shall be removed by the Lessee immediately prior to the expiration or sooner determination of this Lease; in default the Lessor may at the expense of the Lessee remove and dispose of the same or elect that they shall become the property of the Lessor and in either case the Lessor shall incur no obligation or liability to the Lessee in respect thereof. The Lessee shall make good all damage occasioned by such removal whether by the Lessee or the Lessor and shall reinstate the Demised Premises to the condition existing prior to the installation or alteration and if the Lessee shall fail to make good or re-instate as aforesaid by the date of the expiration or sooner determination of this Lease, the Lessor may do so and the Lessee shall pay the cost thereof to the Lessor upon demand.

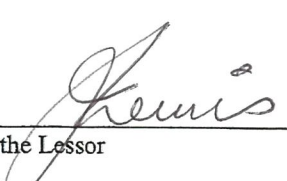
- 10.05 LESSOR'S RIGHT TO INSPECT AND REPAIR: The Lessor and its agents may at all reasonable times upon giving to the Lessee reasonable notice (except in the case of emergency when no notice shall be required) enter upon the Demised Premises and view the state of repair thereof and may serve upon the Lessee a notice in writing of any defect (the repair of which is the Lessee's obligation hereunder) requiring the Lessee to repair the same and in default of the Lessee so doing to the satisfaction of the Lessor or its architect, it shall be lawful for the Lessor from time to time to enter and execute the required repairs as if it were the Lessee and any expense and the costs of and incidental to carrying out such work including all sums paid or payable for any insurances, consultant's reasonable fees or otherwise howsoever with respect thereof, shall forthwith be payable by the Lessee to the Lessor.
- 10.06 LESSOR MAY ENTER TO REPAIR: The Lessee will permit the Lessor at all times on reasonable notice to carry out repairs, renovations, maintenance, modifications, extensions or alterations to the Demised Premises or to any part thereof deemed necessary or desirable by the Lessor and which are not the responsibility of the Lessee provided that in so doing the Lessor shall cause as little disturbance to the Lessee as is practicable.
- 10.07 REQUIREMENTS OF PUBLIC AUTHORITIES: The right is reserved to the Lessor by itself and/or those authorised by it to comply with the terms of any present or future legislation affecting the Demised Premises or the Demised Premises or with any notice served upon the Lessor or Lessee by any state, municipal or other competent authority involving the destruction of noxious animals, rodents or other pests or the carrying out of any repairs alterations or works (including the provisions of lighting power and telephone services to the Lessee for the purpose of which the Lessor may from time to time require access to any false ceilings in the premises) which the Lessee may not be bound or may neglect to do and also for the purpose of exercising the powers and authorities of the Lessor herein provided however that nothing contained in this Clause shall be deemed to oblige the Lessor to exercise any of the powers herein contained nor to relieve the Lessee of any obligation elsewhere contained in this Lease.



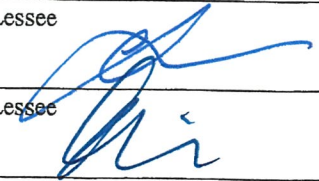
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10.08 POWERS AND CONDUCT OF LESSOR: For the purpose of exercising any of the powers conferred in this Article the Lessor, its architects, contractors, workmen and agents shall be entitled to enter upon the Demised Premises and there remain as long as is reasonably necessary for the purpose provided that in so doing the Lessor will cause as little Inconvenience to the Lessee as is practicable.

10.09 NOTICE OF ACCIDENT OR DEFECT IN SERVICES: The Lessee will give to the Lessor prompt notice in writing of any accident to, 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 danger, risk or hazard to the Demised Premises or any person therein of which it is aware.

ARTICLE 11: INSURANCES

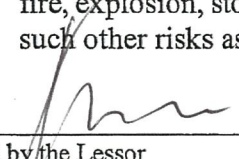
11.01 THE LESSEE NOT TO VOID INSURANCES: The Lessee shall not at any time during the said term do permit or suffer to be done any act, matter or thing upon the Demised Premises or the Demised Premises whereby any insurances in respect hereof may be vitiated or rendered void or voidable or (except with the approval in writing of the Lessor) whereby the rate of premium on any such insurances shall be liable to be increased.

11.02 INFLAMMABLE SUBSTANCES: Without prejudice to the generality of any other provision of this Lease the Lessee shall not (other than as and to the extent expressly approved in writing by the Lessor) store chemicals, inflammable liquids, acetylene, gas or alcohol, volatile or explosive oils, compounds or substances upon the Demised Premises and will not use any such substances of liquids in the Demised Premises for any purpose.


11.03 COMPLIANCE WITH FIRE REGULATIONS: The Lessor must, at its cost, comply with all fire safety regulations relating to the supply, installation and maintenance of all fire prevention measures in the Demised Premises, including the regular inspection and testing of all fire alarms, sprinklers and fire extinguishers, unless required due to the erection of any partitions in the Demised Premises by the Lessee. The Lessee will pay to the Lessor the costs arising from any non-compliance by the Lessee with the fire safety regulations or the requirements of the Insurance Council of Australia or the Lessor's insurer.

11.04 INSURANCE TO BE TAKEN OUT BY THE LESSEE: The Lessee will effect on or before the commencement date and will keep current during the term of the Lease (including any extension or renewal or holding over) with an Insurer of the Lessee's choice:

- (a) A Replacement and Reinstatement policy covering the Lessee's improvements and fittings, fixtures, stock in trade, exterior signs in or associated with the Demised Premises, against fire, explosion, storm and tempest, damage by aircraft and by impact, earthquake and against such other risks as the Lessee may from time to time reasonably deem appropriate



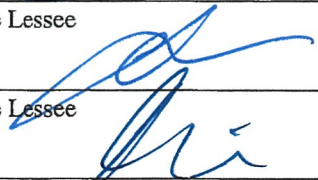
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(b) Adequate public Liability Insurance (to a minimum of \$20,000,000.00).

11.05 EVIDENCE OF INSURANCE: Whenever reasonably required by the Lessor (but not more than once in any year) the Lessee must furnish a letter to the Lessor stating the insurances effected by the Lessee.

11.06 LESSEE TO PAY ADDITIONAL INSURANCE PREMIUM: The Lessee will pay all extra premiums of insurance on the Demised Premises and its contents if any required on account of the extra risk caused by use to which the Demised Premises are put by the Lessee even if such use has been approved by the Lessor.

11.07 JOINT NAMES: The Lessee will ensure that all policies referred to in Clause 11.04 are taken out in the name of the Lessee with the interests of the Lessor noted on the policies.

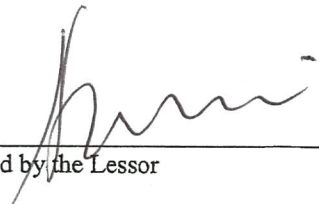
ARTICLE 12: RELEASES AND INDEMNITIES

12.01 ACCIDENTS: The Lessee agrees to occupy use and keep the Demised Premises at the risk of the Lessee and hereby releases to the full extent permitted by law the Lessor and its agents, servants, contractors and employees, in the absence of any negligence or wilful default on their part, from all claims and demands of every kind resulting from any accident, damage or injury occurring therein and the Lessee EXPRESSLY AGREES that in the absence of any such negligence or wilful default as aforesaid, the Lessor shall have no responsibility or liability for any loss of or damage to fixtures and/or personal property of the Lessee.


12.02 LESSEE'S INDEMNITIES: The Lessee hereby indemnifies the Lessor and will keep the Lessor indemnified from and against all actions, claims, demands, losses, damages, costs and expenses for which the Lessor shall or may be or become liable in respect of or arising from (except to the extent that any such claim, demand, loss, damage, cost or expense results from any act, omission or negligence by the Lessor or any of its servants, agents or contractors):

(a) The negligent use misuse waste or abuse by the Lessee or any servant, invitee, agent, sub-tenant of or 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.

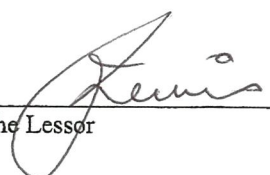
(b) Overflow or leakage of water in or from the Demised Premises but having origin within the Demised Premises and caused by any act or omission on the part of the Lessee or any servant, invitee, agent, sub-tenant or other person as aforesaid.



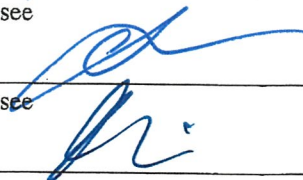
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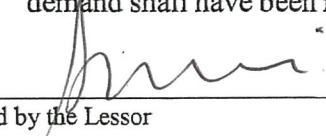
- (c) Loss damage or injury from any cause whatsoever to any property or person caused by the use or occupation of the Demised Premises by the Lessee or any servant, invitee, agent, sub-tenant or other person as aforesaid.
- (d) Loss damage or injury from any cause whatsoever to property or person within or without the Demised Premises occasioned by any act, omission, neglect, breach or default of the Lessee or any servant, invitee, agent, contractor or sub-contractor, sub-tenant or other person as aforesaid.

ARTICLE 13: LESSOR'S COVENANTS: The Lessor covenants with the Lessee that:


- 13.01 QUIET ENJOYMENT: 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.
- 13.02 HOLDING OVER: In the event of the Lessee holding over after the expiration or sooner determination of the term hereby granted with the consent of the Lessor, the Lessee shall become a monthly tenant only of the Lessor such tenancy to be terminable by not less than one (1) months' written notice to the Lessor expiring at any time at a monthly rental equivalent to a monthly proportion of the total yearly rent and Outgoings payable by the Lessee hereunder at the expiration or sooner determination of such term and otherwise on the said terms and conditions, mutatis mutandis, as those herein contained, so far as applicable.
- 13.03 GOOD ORDER AND REPAIR: The Lessor covenants and agrees with the Lessee that the Lessor will keep the building and the Demised Premises in good order and repair except to the extent of the Lessee's obligations in respect thereof as set out in this Lease.
- 13.04 RATES AND TAXES: The Lessor covenants to pay all rates and taxes levied on the Land.

ARTICLE 14: DEFAULT BY LESSEE AND TERMINATION OF LEASE

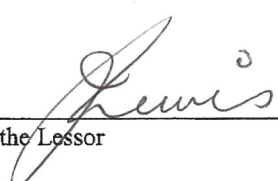
- 14.01 DEFAULT BY LESSEE: That if the rent hereby reserved or any part thereof or any other moneys payable by the Lessee to the Lessor hereunder shall be unpaid for the space of twenty one (21) days after any of the days on which the same ought to have been paid in accordance with the covenants for payment herein contained (whether or not formal or legal demand shall have been made therefore) or if the Lessee commits permits or suffers to occur



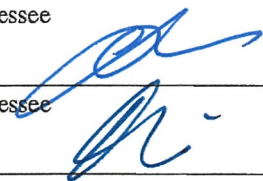
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 Signed by the Lessee


any breach or default in the due and punctual observance and performance of this Lease which said breach has not been remedied within twenty one (21) days of notice by the Lessor to the Lessee thereof or if the Lessee be a company and order is made or a resolution is effectively passed for the winding up of the Lessee (except for the purpose of reconstruction or amalgamation with the written consent of the Lessor which consent shall not be unreasonably withheld) or if the Lessee goes into liquidation or makes an assignment for the benefit of or enters into an arrangement or composition with its creditors or stops payment or is unable to pay its debts or if execution is levied against the Lessee and not discharged within thirty (30) days or if the Lessee (being an individual) becomes bankrupt or commits an act of bankruptcy or brings his estate within the operation of any law relating to bankruptcy then, in any one or more of such events, the Lessor at any time or times thereafter shall have the right to re-enter into and upon the Demised Premises or any part thereof and to have again, repossess and enjoy the same as of its former state anything herein contained to the contrary notwithstanding but without prejudice to any antecedent rights under this Lease of either the Lessor or the Lessee 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 and thereupon the Lessor shall be freed and discharged from any action, suit, claim or demand by or obligation to the Lessee under or by virtue of this Lease.

14.02 RIGHT OF LESSOR TO REMEDY LESSEE'S DEFAULT: On each and every occasion in which the Lessee omits or neglects to pay any money or to do or effect anything which the Lessee has herein covenanted to pay do or effect then it shall be lawful for but not obligatory upon the Lessor (and without prejudice to any rights and powers arising from such default) to pay such money or to do or effect such thing by itself its architects, agents, contractors and workmen 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 or effecting any such thing and the Lessor may recover from the Lessee the amount expenses and costs of such payment doing or effecting forthwith.

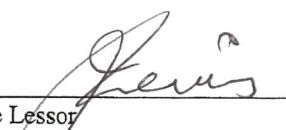
14.03 INTEREST ON OVERDUE MONEY: Without prejudice to the rights powers and remedies of the Lessor otherwise under this Lease the Lessee will pay to the Lessor interest at the Prescribed rate on any moneys due to the Lessor from the Lessee but unpaid for fourteen (14) days after becoming due on any account whatsoever pursuant to this Lease, such interest to be computed from the due date for the payment of the moneys in respect of which the interest is chargeable until payment of such moneys in full and to be recoverable in like manner as rent in arrears.



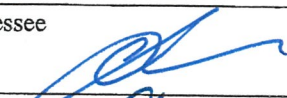
Signed by the Lessor



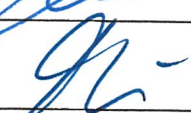
Signed by the Lessee



Signed by the Lessor



Signed by the Lessee



Signed by the Lessee

ARTICLE 15: GENERAL PROVISIONS

15.01 LESSOR'S NON-LIABILITY FOR LOSS OR DAMAGE: Notwithstanding any implications or rule of law to the contrary, the Lessor shall not be liable for any damage or loss the Lessee may suffer arising from or as a result of the use or occupation of the Demised Premises by the Lessee except to the extent that such damage or loss results from the act, omission or negligence of the Lessor or any of its servants, agents or contractors.

15.02 NOTICE:

- (a) Any notice, demand, direction or request hereunder to be given to the Lessee may be served upon the Lessee at the address for service listed in sub-clause (d) by either personal delivery, prepaid post or email and may be signed on behalf of the Lessor by its managing agent or solicitor or by a director, manager or secretary of the Lessor and any notice so signed shall be conclusive evidence as to its execution and of the authority of the person whose name appears therein to sign the same.
- (b) Any notice, demand, direction or request hereunder to be given to the Lessor may be served upon the Lessor at the address for service listed in sub-clause (d) by either personal delivery, prepaid post or email.
- (c) Any notice sent by prepaid post is taken to be served on the second business day after it was posted and any notice sent by email is taken to have been served on the day of transmission if completed before 5:00pm on a business day otherwise on the next business day.
- (d) The parties' respective addresses for service are as follows:

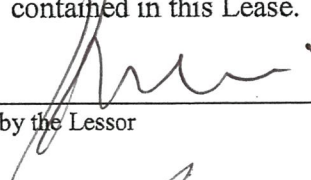
Lessor: c/- 10 March Street, Kotara NSW 2289

Lessee: c/- 23 Wyong Road, Lambton NSW 2299

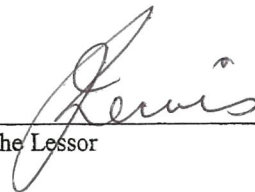
or such other address as may be notified in writing from time to time.

15.03 COSTS OF LEASE: The Lessee shall pay:


- (a) the reasonable costs of the Lessor's solicitors of and incidental to the preparation of the Lease and registration fees; and
- (b) the proper legal costs and expenses of the Lessor incurred in or on about any breach or default by the Lessee in respect of any covenant or obligation on the part of the Lessee contained in this Lease.



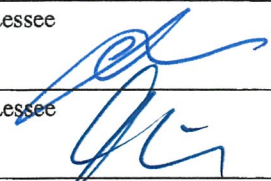
Signed by the Lessor




Signed by the Lessor



Signed by the Lessee



Signed by the Lessee



Signed by the Lessee

15.04 INSPECTION BY PURCHASER OR LESSEE: The Lessee will at all reasonable times permit the Lessor to exhibit the Demised Premises to prospective tenants or purchasers and will at all times allow the Lessor to affix and exhibit where the Lessor shall think fit the usual "For sale" notice and will at all times within the three months immediately preceding the termination of this Lease (if the Lessee shall not have exercised any option for renewal) allow the Lessor to affix and exhibit where the Lessor shall think fit the usual "To Be Let" notice and in each case with the name and address of the Lessor and/or its agents thereon and the Lessee will not remove any such notice without the written consent of the Lessor.

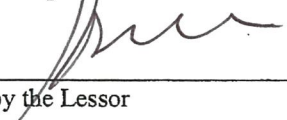
15.05 COMMON AREAS: The Lessor may at any time and upon time to time make rules and regulations relating to the use of and conduct in the common areas or any part thereof and may alter and amend such rules and regulations from time to time. Upon notification to the Lessee of any such rule regulation or amendment, the Lessee will observe and comply therewith in the same manner as if it were a covenant on the part of the Lessee contained in this Lease. If there is an inconsistency between the provisions of this Lease and such rules and regulations in force from time to time then the provisions of this Lease will prevail.

ARTICLE 16: CERTAIN PROVISIONS ESSENTIAL TERMS


16.01 CERTAIN COVENANTS DEEMED TO BE ESSENTIAL TERMS: Notwithstanding any other provisions of this Lease, the Lessee covenants and agrees with the Lessor that each of the covenants specified hereunder are essential terms of this Lease:-

- (a) The Lessee's covenant to pay rent throughout the term of this Lease within 21 days of the date on which each monthly instalment of rent is due (Article 2).
- (b) The Lessee's covenant to pay Outgoings within the time and instalments thereof upon the dates herein specified (Article 3).
- (c) The Lessee's covenant not to assign transfer demise sub-let or part with or share possession of or grant any licence affecting or mortgage, charge or otherwise deal with the Demised Premises (Article 7).
- (d) The Lessee's covenant to repair the Demised Premises (Article 9.01).

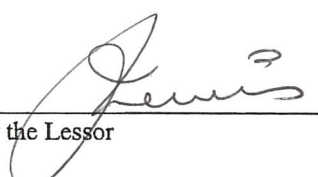
16.02 LESSOR'S RIGHTS IN RESPECT OF BREACH OF ESSENTIAL TERM: In the event that the Lessee shall at any time fail in the due observance and performance of all or any of the essential terms of this Lease, for a period of 21 days the Lessor shall be entitled immediately or at any time thereafter at the discretion of the Lessor to treat such breach as a repudiation of this Lease and in addition to any other entitlement of the Lessor to terminate



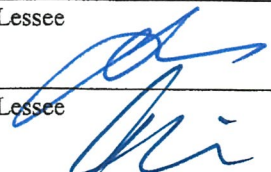
Signed by the Lessor



Signed by the Lessee



Signed by the Lessor



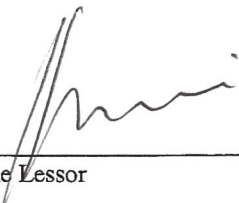
Signed by the Lessee

this Lease and to re-enter the Demised Premises and to recover damages from the Lessee in respect of such breaches including but without limiting the generality of the foregoing, damages for the loss by the Lessee or the repudiation thereof by the Lessee the due performance of this Lease until the expiration of the term hereof would otherwise have conferred upon the Lessor. The Lessor will use reasonable endeavours to re-let the Demised Premises and mitigate the damages of the Lessee.

16.03 EXERCISE OF RIGHT OF RE-ENTRY NOT TO DISCHARGE LESSEE FROM ITS OBLIGATIONS: The exercise by the Lessor of the right of re-entry or termination given to it hereunder shall in no way be capable of conferring upon the Lessee a discharge of its obligations under this clause.

16.04 LESSOR'S RIGHT TO GRANT INDULGENCES ETC: In respect of the Lessee's obligation to pay rent and Outgoings (hereinafter referred to as rent) the Lessor may at any time and from time to time (but without obligation on the Lessor to do so) without prejudice to any rights or powers conferred upon the Lessor under this Lease or otherwise:


- (a) grant to the Lessee any time or indulgence as to the payment of rent hereunder.
- (b) compound or compromise with or release the Lessee from payment of rent or part thereof.
- (c) agree to the substitution of a different rent either for the unexpired term of this Lease or during any part of the term hereof.
- (d) extend the time for payment of any monies due on account of rent.
- (e) postpone any right power or remedy conferred upon the Lessor following upon default by the Lessee under this Lease and exercise the same at any time and in any manner.
- (f) forbear to enforce the covenants in this Lease on the part of the Lessee herein contained or any one or more of them.
- (g) grant any other concession to the Lessee regarding the payment of rent or in otherwise complying with the covenants on the part of the Lessee contained in this Lease.
- (h) accept payment of rent by the Lessor in whole or in part after default by the Lessee pursuant to the terms of this Lease.




Signed by the Lessor



Signed by the Lessor



Signed by the Lessee



Signed by the Lessee



Signed by the Lessee

ARTICLE 17: SUITABILITY OF THE DEMISED PREMISES

- 17.01 LESSOR DOES NOT WARRANT USE OF PREMISES: The Lessor does not expressly or impliedly warrant that the proposed use of the premises by the Lessee is an approved use by the Local Council nor that the Demised Premises or the fittings, finish, facilities and amenities therein are or will remain suitable or adequate for all or any of the purposes of the Lessee and all warranties (if any) as to suitability and adequacy of the Demised Premises implied by law are expressly negated.
- 17.02 EXCLUSION OF IMPLIED TERMS: 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 arrangements and statements (if any) or implied (including any collateral agreement or warranty) 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.

ARTICLE 18: GOODS AND SERVICES TAX

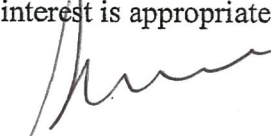
- 18.01 The rent and all other moneys payable by and on behalf of the Lessee under this lease are inclusive of Goods and Services Tax or like impost (GST)
- 18.02 Liability for GST (payable in respect of any taxable supply) is additional. It is payable by the Lessee to the Lessor at the same time as rent and other moneys are payable.

ARTICLE 19: SPECIAL CONDITIONS


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ARTICLE 20: THE SECURITY DEPOSIT OR BANK GUARANTEE

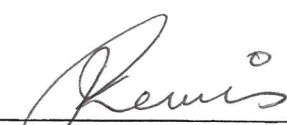
- 20.01 The Lessee will pay to the Lessor the security deposit specified in Item 7 of the Reference Schedule to be held by the Lessor or his agent as bond and security for the performance by the Lessee of the Lessee's obligations under this Lease.
- 20.02 Moneys paid by the Lessee to the Lessor as a security deposit must be held by the Lessor on behalf of the Lessee in an account bearing interest in the name of the Lessor as the sole signatory and the Lessee as joint proprietor.
- 20.03 The Lessor must account to the Lessee for any interest earned on such deposit unless such interest is appropriated by the Lessor pursuant to the next sub-clause.




Signed by the Lessor




Signed by the Lessee



Signed by the Lessor



Signed by the Lessee




Signed by the Lessee


- 20.04 At any time during the term of this Lease or after determination of this Lease the Lessor may apply the security deposit and any accrued interest towards payment of any moneys owed by the Lessee to the Lessor under this Lease or for damages or losses caused by or arising out of a breach by the Lessee of the provisions of this Lease.
- 20.05 The balance of the security deposit (if any) remaining after the determination of this Lease and any application of the same by the Lessor will be paid by the Lessor to the Lessee as soon as practicable after determination of this Lease and after all moneys owed by the Lessee to the Lessor have been paid or satisfied.
- 20.06 At any time after the yearly rental payable under this Lease has increased the Lessor may by notice in writing request the Lessee to increase the amount of the security deposit so that the security deposit bears the same proportion to the yearly rent as it did at the Commencement Date.

ARTICLE 21: GUARANTEE

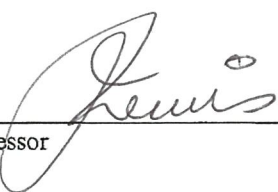
- 21.01 This Lease has been granted by the Lessor to the Lessee at the request of those persons specified in Item 8 of the Reference Schedule (hereinafter called the Guarantor).
- 21.02 In consideration of the Lessor granting this Lease to the Lessee, the Guarantor hereby guarantees to the Lessor the due and punctual performance by the Lessee of all its covenants and obligations in respect of this Lease and in particular without limiting the generality of the foregoing in the event that the Lessee shall fail to pay to the Lessor any or all of the monies payable by the Lessee or to perform its covenants and obligations hereunder the Guarantor shall pay all monies due and payable or to become due and payable by the Lessee to the Lessor in respect of each and every such failure to pay as aforesaid.
- 21.03 Without in any way limiting the guarantee hereinbefore contained the Guarantor on behalf of themselves their executors, administrators and assigns indemnify the Lessor and agree at all times to keep the Lessor indemnified from and against all costs, expenses, damages, liabilities or losses of any kind whatsoever which shall be incurred or suffered by reason of or arising out of any failure by the Lessee to perform any obligation or make any payment under this Lease.



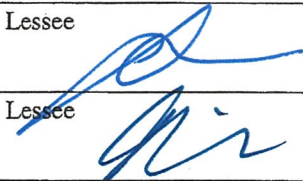
 Signed by the Lessor




 Signed by the Lessee



 Signed by the Lessor



 Signed by the Lessee



 Signed by the Lessee

21.04 The Lessor may without discharging or affecting the liability of the Guarantor hereunder:

- (a) grant to the Lessee any time or other indulgence;
- (b) take any security from or compound with the Lessee;
- (c) release any security now held or hereafter to be held by the Lessor.

21.05 The Guarantor agrees (to the extent to which they are entitled at law) to waive each and every of the Guarantor's rights whether equitable statutory or otherwise which may at any time be inconsistent with any provisions of this Lease or which may in any manner prejudice limit or restrict the Lessor's rights remedies or recourse.

21.06 The Guarantor hereby warrants that the Lessee is a company duly incorporated under the Corporations Law and that the Lessee has full power and authority to enter into this Lease.

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person whose signature appears below pursuant to the authority specified:

Corporation: The I & J Company Pty Limited
ACN 082 706 223

Authority: section 127 of the Corporations Act 2001

.....
Signature of authorised person
Ian Richard Lewis
Director

.....
Signature of authorised person
Jennifer Fay Lewis
Director

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person whose signature appears below pursuant to the authority specified:

Corporation: Air View Aluminium Pty Limited
ACN 001 205 205

Authority: section 127 of the Corporations Act 2001



.....
Signature of authorised person
Anthony Richard Drinnan
Director



.....
Signature of authorised person
Chad Richard Lewis
Director



.....
Signature of Authorised person
Brett Arthur Holdstock
Director

SIGNED SEALED AND DELIVERED)
by the said **ANTHONY RICHARD**)
DRINNAN in the presence of:)



.....
Signature of Witness




.....
Full Name of Witness

.....
Address of Witness
Lvl 6, 45 Hunter Street
Newcastle



.....
Anthony Richard Drinnan as Guarantor

SIGNED SEALED AND DELIVERED)
by the said **CHAD RICHARD LEWIS**)
in the presence of:)


.....
Chad Richard Lewis as Guarantor

.....
Signature of Witness


.....
Full Name of Witness

.....
Address of Witness

*Level 6, 45 Hunter Street
Newcastle*



SIGNED SEALED AND DELIVERED)
by the said **BRETT ARTHUR**)
HOLDSTOCK in the presence of:)


.....
Brett Arthur Holdstock as Guarantor

.....
Signature of Witness

.....
Full Name of Witness

.....
Address of Witness

*Level 6, 45 Hunter Street
Newcastle*

