

Lease of Commercial Premises

(where the period is for 3 years or less (including any option period) and to which the Retail Leases Act 1994 does not apply)

1. This form should not be used if the term of the lease (including the period of any option of renewal) exceeds three years.
2. Delete whichever of alternate clauses 23A/23B and 24A/24B are not to apply- See clause 26.

This Deed of Lease is made the 10th day of September 2012

PARTIES

LESSOR ["the Lessor"]

Registered for GST Yes **ACN|ABN** 18 885 072 035
Name: Jinja Pty Ltd Superannuation Fund
Address: 22 Cowan Rd Mount Colah
Phone: **Mobile:** 0418 675 345
Fax: **Email:** sliper@ozemail.com.au

LESSOR'S AGENT

ACN **ABN** 90 087 635 701
Name: Ray White Commercial
Address: 402, 10 Century Circuit Baulkham Hills 2153
Phone: 02 9680 3300 **Mobile:**
Fax: 02 9680 3611 **Email:** david.inkster@raywhite.com

LESSEE ["the Lessee"]

Registered for GST Yes **ACN|ABN** 19 060 769 744
Name: Hawkesbury City Carpentry Services T/A Vicway Construction
Address: P.O Box 207 Thornleigh NSW 2120
Phone: (02) 9945 00 **Mobile:** 0410 438843
Fax: **Email:** vicway@optusnet.com.au

GUARANTOR ["the Guarantor"]

Name:
Address:

Item 1 - PREMISES ["the Premises"]

Known as Unit 6, 31 Salisbury Rd Hornsby
and any attached inventory signed forming part of this lease.

Item 2 - PERMITTED USE [clause 2]

The premises must only be used for:
Industrial

Item 3 - TERM OF LEASE [subject to Clause 27]

A term of 12 months Commencing on 13/9/12 Ending on 12/9/13

Item 4 - RENT [clause 30]

An initial base rent (GST inclusive) of 1375 per month
commencing on and payable on the 1st day of each month in advance to the
Lessor/Agent and upon the terms and conditions set out in this Lease.

Item 5 - OPTION TO RENEW [clause 32]

For a further period of year/s.
Select one method for renewal rent review see clause 32(b) (i), clause 32 (b)(ii) and clause 32(b)(iii).

Tick applicable box

Fixed Amount (clause 32(b)(i)) [] Amount of \$
Fixed Percentage of Rent (clause 32(b)(i)) [] Percentage of %
CPI (clause 32(b)(ii)) []
Current Market Rent (clause 32(b)(iii)) []

If using a fixed percentage, the initial rent referred to in clause 32 (b)(i) is \$ (GST inclusive) per

Item 6 - SECURITY DEPOSIT/BANK GUARANTEE

The amount of the security deposit referred to in clause 22 is \$ 2750
The amount of the bank guarantee referred to in clause 29 is \$

Item 7 - OUTGOINGS [clause 25]

The percentage of outgoings referred to in clause 24A is %, or
The percentage of increases in outgoings referred to in clause 24B is %

~~Item 8 - REVIEW OF RENT~~

Select one method for review of rent see clauses 23A and 23B.

Tick applicable box

CPI (clause 23A)	[]	
Fixed Amount (clause 23B)	[]	Amount of \$
Fixed Percentage of Rent (clause 23B)	[]	Percentage of %

~~If using a fixed percentage, the initial rent referred to in clause 23B is \$ (GST inclusive) per~~

Item 9 - INSURANCE [clause 9]

Public Liability Insurance required is \$ 10,000,000

Item 10 - INTEREST [clause 16(b)]

15 %

~~Item 11 - GUARANTOR~~ [clause 28]

The guarantor referred to in clause 28 is

~~of~~

THE LEASE TERMS AND CONDITIONS

1 Interpretation

- (a) "the premises" includes any fixtures, fittings, furnishings, plant, equipment and chattels owned by the Lessor and in or at any time installed in the premises.
- (b) "the Lessee" includes the Lessee's successors and permitted assigns and, where the context permits, includes the Lessee's servants, agents, contractors and invitees.
- (c) "the Lessor" includes the Lessor's successors and assigns and, where the context permits, includes the Lessor's contractors, employees and agents.
- (d) Words importing the singular number include the plural, and the masculine gender includes the feminine or neuter genders and vice versa, and a reference to a person shall include a corporation.
- (e) Any covenant or agreement on the part of two or more persons shall bind them jointly and severally.

2 Use

- (a) The premises must only be used for the purposes as set out in Item 2.
- (b) The Lessee will not do or suffer to be done in or near the premises anything which might annoy or disturb the occupiers of nearby premises.

3 Statutory Covenants

The covenants and powers implied in every lease by virtue of Sections 84,84A and 85 of the Conveyancing Act 1919 shall not apply to or be implied in this lease.

4 Damage to Premises

- (a) If the premises are, or the building (if any) of which they form part is damaged, the Lessor is not obliged to repair or reinstate the premises or that building.
- (b) If the premises (or the building, if any, of which they form part) shall be destroyed or damaged so as to render the premises unfit for occupation and use by the Lessee for the purposes of the Lessee's business then:
 - (i) the Lessor may at any time thereafter by written notice to the Lessee terminate this lease without compensation; and
 - (ii) if the Lessor shall fail to rebuild or reinstate the premises (or the building, if any, of which they form part) within a reasonable time after having received written notice from the Lessee requiring the Lessor so to do then the Lessee may at any time thereafter by written notice to the Lessor terminate this lease without compensation.
- (c) Any such termination shall be without prejudice to the rights of either party in respect of any antecedent breach matter or thing;
- (d) Upon the happening of any such destruction or damage the rent payable under this lease or a proportionate part thereof according to the nature and extent of the damage sustained shall abate until the premises have been made fit for occupation and use by the Lessee for the purposes of the Lessee's business or until this lease has been terminated pursuant to Clause 4(b).
- (e) If the Lessor and the Lessee do not agree as to the amount of rent to be so abated that amount shall be determined by a person appointed by agreement between the Lessor and the Lessee or, failing such agreement, appointed by the President of the NSW Division of the Australian Property Institute.
- (f) The person making such determination shall be acting as an expert and not as an arbitrator and the costs of the determination shall be paid as to one half by the Lessor and as to one half by the Lessee.

5 Subletting etc.

The Lessee will not

- (a) grant a sublease, licence or concession in respect of the whole or any part of the premises; or
- (b) part with possession of the whole or any part of the premises; or
- (c) mortgage or otherwise charge or encumber the Lessee's estate or interest in this lease.

6 Assignment

The Lessee will not assign or transfer this lease without the written consent of the Lessor (which is not to be unreasonably withheld).

7 Care of the premises

The Lessee will

- (a) keep, and upon vacating the premises yield up, the premises in a clean state and free from rubbish
- (b) keep, and upon vacating the premises yield up, the premises in good repair (having regard to their condition at the commencement of this lease), reasonable wear and tear, damage by fire not attributable to any act or omission on the part of the Lessee, flood, lightning, storm and tempest only excepted
- (c) promptly replace all glass (including exterior window glass) in the premises which becomes damaged or broken and all light globes and fluorescent tubes which become worn out or damaged
- (d) promptly notify the Lessor of any circumstance which arises which might cause any damage or risk to the premises or to any person or property
- (e) keep the premises free of rodents, vermin, insects and pests
- (f) keep all doors and windows securely fastened when the premises are unoccupied.

8 The Lessee will not

- (a) without the prior written consent of the Lessor (which may be given subject to reasonable conditions and may not be unreasonably withheld)
 - (i) make or allow to be made any alteration or addition (including partitioning) to the premises
 - (ii) affix an aerial or antenna to the premises
 - (iii) paint, display or affix any sign, advertisement or notice on the exterior of the premises
- (b) do or allow to be done anything which might constrict, block or damage any plumbing facilities in, or used in association with, the premises;
- (c) damage or deface the premises, or
- (d) sleep or allow anyone to sleep on the premises.

9 Insurance

The Lessee will keep in force a policy of public risk insurance with respect to the premises and the Lessee's business in the premises for a cover of not less than the amount set out in Item 9, in respect of any one event or claim, and whenever requested by the Lessor so to do will furnish to the Lessor evidence of the currency of that policy. The Lessee will keep in force an insurance policy for replacement of plate glass located in or around the premises.

10 The Lessee will not knowingly do or allow to be done anything whereby any insurance policy relating to the premises or to the building (if any) of which they form part may be prejudiced or rendered void or voidable or anything which might increase the premium payable in respect of that policy.

11 Statutory notices

The Lessee will comply with all statutes, ordinances and regulations (present and future) relating to the premises and to the Lessee's use or occupation of the premises and will promptly comply with all notices and orders given by any authority the necessity or ground for which relates to the Lessee's use or occupation of the premises.

12 Lessor's Access

The Lessor may at all reasonable times enter the premises to view their state of repair or to comply with any requirement of any authority or to carry out repairs or maintenance provided that the Lessor shall not cause any undue inconvenience to the Lessee.

13 The Lessor may affix and retain on the exterior of the premises a "For Sale" sign (at any time) and a "To Let" sign (during the last three months of the term of this lease) and may at reasonable times and on reasonable notice show the premises to prospective purchasers and to prospective tenants.

14 Release and Indemnity

The Lessee occupies and uses the premises at the risk of the Lessee and completely releases the Lessor from, and agrees to keep the Lessor indemnified against, all claims relating to any death of or injury to any person or to damage to or loss of property occurring in or near the premises or related to the Lessee's use or occupation of the premises and not caused by the negligence or wilful act of the Lessor.

15 Removal of Fixtures

- (a) The Lessee may, and if so required by the Lessor will, before the expiration or termination of this lease or of any extension of or holding over under this lease, remove from the premises all trade or tenant's fixtures installed by the Lessee and will promptly repair any damage caused during the removal.
- (b) Any trade or tenant's fixtures and all chattels brought onto the premises by the Lessee which are not so removed will become the property of the Lessor.

16 Default

- (a) If any rent or other money payable under this lease remains unpaid for 14 days after becoming due for payment, or if the Lessee fails to observe or perform any covenant or provision on the part of the Lessee in this lease, then the Lessor may re-enter the premises whereupon this lease will terminate.
- (b) The Lessee will pay to the Lessor on demand interest on any money (including rent) due and payable under this lease but unpaid calculated at the rate set out in Item 10, per annum from the day on which it became payable to the date of payment.

17 Costs

The Lessee will pay all stamp duty and reasonable costs (including any mortgagee's costs of consent) incurred by the Lessor in connection with the preparation and completion of this lease and in connection with any application for the Lessor's consent and in connection with any default by the Lessee under this lease.

18 Approvals

The Lessee acknowledges that no representation or warranty has been made by the Lessor as to the suitability of the premises for the Lessee's use and that the Lessee is aware of the possible need for the lessee to obtain approvals of authorities to that use.

19 Quiet enjoyment

For so long as the Lessee fully complies with the Lessee's obligations under this lease the Lessor will not interfere with the Lessee's occupation and use of the premises.

20 Notices

- (a) Any notice given by the Lessor or the Lessee to the other of them shall be sufficiently given if in writing (signed, if given by a company, by a director or secretary of the company) and served on that other personally or left at or sent by prepaid post to the residential, or to a business, address of that other last known to the party giving the notice.
- (b) A notice served by post shall be deemed to be served 2 business days after it has been posted.

21 Usage Charges

The Lessee will pay to the Lessor on demand any amount separately charged in respect of the premises for water usage or for sewerage usage (excluding fixed charges) or for the removal of trade waste.

22 Security Deposit

Upon the signing of this deed the Lessee will pay to the Lessor a security deposit in the amount (if any) stated in Item 6. At the expiration or sooner determination of this lease the Lessor shall be entitled to deduct from that deposit, or apply that deposit in or towards satisfaction of, any amount that may be or become payable by the Lessee to the Lessor pursuant to the provisions of this lease.

~~**23A* Rent Review**~~

~~The base rent for each year or part of a year commencing on an anniversary of the commencing date of the term of this lease (appropriately apportioned if necessary to apply to the part of a year) shall be the base rent for the then previous year multiplied by the Consumer Price Index (Sydney - all groups) number for the last quarter before that anniversary divided by that Index number for the same quarter in the previous calendar year.~~

OR

~~**23B*** The base rent for each year or part of a year commencing on an anniversary of the commencing date of the term of this lease (appropriately apportioned if necessary to apply to the part of a year) shall be the base rent for the then previous year increased by the amount or the percentage stated in Item 8.~~

~~**24A* Outgoings**~~

~~By way of further rent the Lessee will pay to the Lessor on demand an amount equal to the percentage stated in Item 7 of the outgoings (as defined in clause 25)~~

OR

~~**24B*** By way of further rent the Lessee will pay to the Lessor on demand an amount equal to the percentage stated in Item 7 of all increases in the outgoings (as defined in clause 25) over the respective amounts assessed, charged or paid for the relevant rating, taxing or insurance period current at the commencement of the term of this lease.~~

- 25** (a) For the purposes of clause 24A or clause 24B, whichever is applicable, "the outgoings" means all local council rates and charges, water sewerage and drainage rates and charges not referred to elsewhere in this lease, land tax as assessed, and all insurance premiums payable, in relation to the premises (or if the premises are only part of a property then in relation to that property).
- (b) For the purposes of this clause 25 land tax shall be taken to be the tax which would have been payable if it had been assessed on the basis that
 - (i) the premises (of if the premises are only part of a property then that property) were the only land owned by the Lessor and were not subject to a special trust (within the meaning of the Land Tax Management Act 1956), and
 - (ii) the Lessor was not a company classified under Section 29 of that Act as a non-concessional company.

- ~~**26** (a) If neither of clauses 23A and 23B is deleted then clause 23A has effect and clause 23B does not form part of this lease.~~
- ~~(b) If neither of clauses 24A and 24B is deleted then neither of them has effect and neither of them forms part of this lease.~~

27 At end of lease

If this lease is not renewed or if its term is not extended and if the Lessee holds over after the expiration of the lease with the consent of the Lessor then the Lessee will become a monthly tenant (the tenancy being terminable by one months written notice given by either party and expiring on any day) at the same rent per month as is then payable and on the same terms and conditions as are contained in this lease so far as they can be applied.

28 Guarantee

The guarantor (if any) named in Item 11 guarantees to the Lessor the due performance by the Lessee of the Lessee's obligations (including obligations to pay rent or damages) under this lease both during the term of this lease and after that term has ended.

- The liability of the guarantor will not be affected by
- (i) the Lessor giving the Lessee extra time to comply with an obligation or waiving, or not insisting on strict compliance with, any term of this lease;
 - (ii) the payment by the Lessee of a security deposit or the Lessor receiving any benefit from a security deposit;
 - (iii) the rent being increased or the terms of this lease being altered, or
 - (iv) the bankruptcy, or if the Lessee is a company the winding up, of the Lessee.

If the Lessee does not pay any money payable to the Lessor by virtue of this lease (including rent and damages or compensation following default) then the guarantor will pay that money to the Lessor on demand even if the Lessor has not tried to recover payment from the Lessee or out of a security deposit.

29 If an amount is set out in Item 6 then before the term of this lease begins the Lessee will give to the Lessor, and maintain, an irrevocable and unconditional bank guarantee of payment on demand to the Lessor of that amount by a bank, on terms acceptable to the Lessor. Acceptance by the Lessor of any payment under such guarantee will not affect the rights of the Lessor nor operate as a waiver of any breach by the Lessee.

30 Payment of rent

The Lessee will pay rent as set out in Item 4, punctually on the due dates and will not withhold or be entitled to withhold any part of such payment by way of deduction, set off or counterclaim in respect of any claim for damages or for compensation which the Lessee might at any time have against the Lessor.

31 Rules

If the premises form part of a building the Lessor may from time to time promulgate Rules relating to that building not inconsistent with the rights of the Lessee under this lease relating (inter alia) to

- (a) the use, safety, care and cleanliness of that building
- (b) the closure of that building outside all normal business hours; and
- (c) the external appearance of that building

And upon the Lessor giving to the Lessee written notice thereof such Rules shall bind the Lessee as if they were set out in this lease and were the subject of an express covenant herein by the Lessee to observe them.

~~32 Option of Renewal~~

- (a) If not more than six months or not less than three months prior to the expiration of the term of this lease (in which respect time shall be of the essence) the Lessee notifies the Lessor in writing that the Lessee wishes to take a renewal of this lease for further period set out in Item 5 of this Lease from that expiration, and if at that expiration the Lessee is not in default under this lease (or is in default but the default has been waived by the Lessor), the Lessor will at the cost of the Lessee grant to the Lessee and the Lessee will take a further lease of the premises for that further period upon the same terms and conditions (except as stated in this clause) as are contained in this lease except this renewal clause.
- (b) The initial base rent (inclusive of any GST) payable under such further lease shall be:
- (i) the fixed amount or percentage set out in Item 5 of this Lease.

OR

- (ii) the base rent payable immediately prior to the expiration of the term of this lease multiplied by the Consumer Price Index (Sydney - all groups) number for the last quarter before that expiration divided by that index number for the same quarter in the previous calendar year.

OR

- (iii) the current market rent at that expiration, and if the Lessor and the Lessee do not agree as to that current market rent it is to be determined by a person appointed by agreement between the Lessor and the Lessee or, failing agreement, appointed by the President of the NSW Division of the Australian Property Institute. Such person shall be acting as an expert and not as an arbitrator, and the costs of the determination shall be paid as to one half by the Lessor and as to one half by the Lessee.
- (c) The base rent for the second year at the term of such further lease shall be the base rent for the first year of that term multiplied by the Consumer Price Index (Sydney - all groups) number for the last quarter before the expiration of that first year divided by that index number for the same quarter in the previous calendar year.
- (d) ~~If none of clause 32 (b)(i), clause 32 (b) (ii) or clause 32 (b) (iii) are deleted or a method of renewal selected in Item 5, then clause 32 (b) (ii) has effect and clauses 32 (b) (i) and 32 (b) (iii) do not form part of this lease.~~

33 GST

- (a) All monies (including base rent and further rent) payable by the Lessee under or in relation to this lease are inclusive of any Goods and Service Tax.
- (b) In addition to those monies the Lessee will pay to the Lessor (as and when those monies fall due for payment or are paid) the amount to the GST which the Lessor is or will become liable to pay in respect of any taxable supply made by the Lessor under or in relation to this lease.

34 Conversion to Strata Title

It is agreed between the Lessor and the Lessee that should the Lessor during the term of this Lease propose to register a Strata Plan in respect of the whole or any part of the building in which the Premises are situated, the Lessee will consent to such registration if requested by the Lessor and furnish such consent in writing to give effect to such registration with the relevant authority or authorities. Upon registration of the strata plan the Lessor and Lessee will comply with the relevant legislation relating to the registration of the Strata Plan including by-laws except in so far as they are inconsistent with the terms of this Lease.

SPECIAL CONDITIONS

For special conditions please use attachment "Annexure to Lease"

ANNEXURE TO LEASE

35. Legal Costs
Any legal costs arising from the landlord enforcing or attempting to enforce any of the conditions on this lease shall be paid promptly by the tenant or in the event that the tenant is unable to make his commitment then by the guarantors, either jointly or severally.
36. Outgoings
There are no outgoing payments payable other than the water usage charges from Sydney Water. The tenant is also responsible for supplying a fire extinguisher which includes maintaining and servicing the unit as per council requirements.
37. Interest
The Lessee shall pay to the Lessor on demand interest at the rate of 15% annum on all rental payments in arrears for more than 14 days computed from the due date of payment to the actual date of payment thereof and on all other moneys payable by the Lessee to the Lessor pursuant to this lease if not paid within 14 days of written demand for payment thereof having been made by the Lessor to the Lessee.
38. Payment of Outgoings
As per the Sydney Water rates notices.
39. Rent Review
N/A
40. Security Deposit
Prior to entering into possession of the demised premises at the commencement of the term of this Lease, the Lessee will pay to the Lessor the sum of \$2750 (GST Inc.) as a security deposit to secure the Lessor against any failure by the Lessee to comply with the terms of this Lease including terms relating to the care and maintenance of the demised premises and the payment of rent and other monies which the Lessee is required to pay to the Lessor hereunder. In the event of any such failure the Lessor shall be entitled to apply the aforesaid security deposit monies or so much thereof as shall be reasonably required to compensate it for any loss or damage sustained as a result of any such default by the Lessee. It is hereby agreed that the aforesaid security deposit is in the nature of security and is not intended as a penalty nor as an agreed amount to be paid as full compensation in the event of any default by the Lessee hereunder. To the extent that the whole or any part of the aforesaid security deposit monies are applied by the Lessor by way of compensation for any default by the Lessee under this clause, the Lessee will make a further payment to the Lessor or furnish to the Lessor a further security deposit so that the amount of the security deposit held by the Lessor is restored to \$2750.
41. Overdue Rent
If the annual rent hereby reserved or any part thereof or any other monies whatsoever due or payable by the Lessee to the Lessor hereunder shall at any time be unpaid for fourteen (14) days after the same shall have become due whether any formal or legal demand therefore shall have been made or not then it shall be lawful for the Lessor (although the Lessor may not have taken advantage of some breach default or failure of a like nature) forthwith or at any time thereafter to re-enter upon the premises or any part thereof in the name of the whole and thereby determine this Lease may expel and remove from the premises the Lessee and all other tenants and occupiers and thereafter hold and enjoy the premises as if this Lease had not been made and without limiting the foregoing to exercise at any time as aforesaid all and every power of re-entry conferred by statute releasing the Lessee from liability for any antecedent breach or non-observance of any covenant condition or provision herein contained.
42. By-Laws
The Lessee will comply with the by-laws from time to time applicable pursuant to the provisions of the Strata Schemes Management Act 1996 to the demised premises and to the Strata scheme of which the demised premises form part.
43. Rent Transfer
The Lessor if required can request that rent due and payable be transferred by Bank Transfer on the due date and the Lessee will not object to this means of payment. The owners details for rent payment are as follows:

Bank: Commonwealth Bank of Australia
BSB: 062-106
Account Number: 1001 8342
44. Air Conditioning Maintenance
N/A
45. Maintenance Repair and Alterations:

The Lessee will at all times during the term maintain, repair, amend, replace, renew and keep the demised premises together with all conveniences, amenities and appurtenances relating thereto in good and substantial repair order and condition having regard to the age of the demised premises and their condition at the commencement of the term of this Lease in all respects and as nearly as possible in the same condition as at the time of commencement of this Lease or in the event of any part thereof having been replaced or renewed during the term then as nearly as possible in the same condition as at the date of such replacement or renewal having regard to the age thereof, reasonable wear and tear excepted.

46. Goods and Services Tax Provision

Notwithstanding any provision of this Lease, if a goods and services tax, value added tax or similar tax ("GST")

- (a) is introduced in Australia by the Commonwealth Government or any State or Territory Government; and
- (b) comes into effect during the term of this Lease,

to the extent to which the Lessor is liable for an amount of GST in connection with the supply of any goods, services or of anything other than goods or services ("the affected supplies"), the Lessor may add such amount of GST to the agreed price of all affected supplies (including to the rent) in respect of which the Lessor issues an invoice which enables the Lessee to claim a credit or refund of GST. The Lessee in paying consideration for the affected supplies under this Agreement will pay the agreed price plus such an amount of GST.

Signed by the Lessor

in the presence of: Adam Bragg
Name of Witness

[Signature]
Signature of Witness

[Signature]
Signature of Lessor

Executed on behalf of Jinja Pty Ltd Superannuation Fund ABN 18 885 072 035
pursuant to Section 127 of the Corporations Act 2001:

Peter Hartshorn
Name of Director

[Signature]
Signature of Director

OR

Name of Secretary/Director
Signature of Secretary/Director

The Common Seal of _____ was hereunto duly affixed
in the presence of _____
Name of Director Signature of Director

Signed by the Lessee

in the presence of: _____
Name of Witness

[Signature]
Signature of Witness

Signature of Lessee

Executed on behalf of Hawkesbury City Carpentry Services T/A Vicway Construction ABN 19 060 769 744
pursuant to Section 127 of the Corporations Act 2001:

Wayne Slawski
Name of Director

[Signature]
Signature of Director

OR

Name of Secretary/Director
Signature of Secretary/Director

The Common Seal of _____ was hereunto duly affixed
in the presence of _____
Name of Director Signature of Director

Signed by the Guarantor

in the presence of: _____
Name of Witness

[Signature]
Signature of Witness

Signature of Guarantor