

# COMMERCIAL LEASE

SUITABLE FOR SMALL OFFICE BUILDINGS, FACTORIES AND ANY SHOP PREMISES WHICH ARE NOT THE SUBJECT OF THE RETAIL LEASES ACT (1994) WHERE THE TERM OF LEASE (INCLUDING THE PERIOD OF ANY OPTION) DOES NOT EXCEED THREE YEARS.

THIS LEASE is made in duplicate on the Seventh (7<sup>th</sup>) April 2006  
DAY MONTH YEAR

At Hornsby in the State of New South Wales.

**PARTIES** BETWEEN Jinja Pty Ltd Superannuation Fund C/-22 Cowan Rd, Mt Colah 2079 **LANDLORD**  
(Name and address) ABN No. 18 885 072 035

whose agent is \_\_\_\_\_ **AGENT**  
(Name and business address)

Mr. Timothy Brock Hankinson of 8 Kooloona Crescent, West Pymble NSW 2073 **TENANT (S)**  
(Name and address)

**AND** Mrs. Jillian Jean Hankinson also of 8 Kooloona Crescent, West Pymble NSW 2073 **TENANT (S)**  
(Name and address)

**Trading as** Brock Metalcraft - 12 / 31 - 37 Salisbury Rd, Hornsby NSW 2077 - ABN No. 33 532 042 495

**PREMISES** The landlord leases the premises known as Warehouse unit 12 / 31 - 37 Salisbury Rd, Hornsby NSW 2077 including all fixtures listed in the inventory which is signed by all parties and attached as part of this lease.

**USE** The premises shall be used only as Warehousing, Manufacturing & Distribution of Metalcraft and associated services

**RENT** The rent shall be One Thousand three Hundred Twenty Dollars Includes G S T \$ 1,320.00

Per Calendar Month commencing on the Seventh (7<sup>th</sup>) day of April 2006

and payable in advance by the tenant on the Seventh (7<sup>th</sup>) day of every Month to the ~~landlord~~/agent at his above address or at any other reasonable place as he notifies in writing.

**TERM** The term of the lease shall be One (1) Year.

commencing on the Seventh (7<sup>th</sup>) April 2006  
Day Month Year

and ending on the Sixth (6<sup>th</sup>) April 2007  
DAY MONTH YEAR

**OPTION** Subject to Condition 33 of this lease the landlord offers a renewal of this lease for a further term of One (1) years.

**HOLDING OVER** Unless either party gives the other written notice at least one month before the end of the term that vacant possession shall be given on that day, the lease shall continue as a periodic lease from month to month at the same rent or at a rent which both parties agree to.

**INCREASES** The tenant's percentage of increases in rates, taxes and insurance premiums to be paid in accordance with Condition 17 is 100 %.

**BASE YEARS** Municipal Rates: N/A Commercial Garbage: N/A

Water and Sewerage Rates: / N/A Water Usage: yes - 2006 / 2007

Land Tax: N/A Strata Levies: N/A

**INSURANCE** The amount of cover for public liability referred to in Condition 4(b) is \$ 10,000,000.00

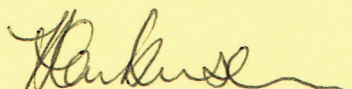
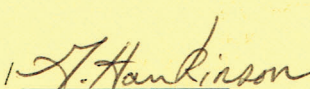
**CONDITIONS** The parties agree to the conditions set out above and on the following pages and also to those conditions implied by Sections 84 and 85 of the Conveyancing Act, 1919, which are not expressly negated or modified by this lease.

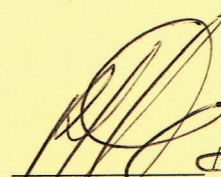
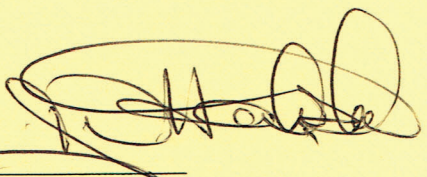
#### Note

It is advisable for the tenant to insure his own property and insure against his liability for public risk as the occupier of the premises.



35. The Lessee hereby agrees with the Lessor that upon commencement of this lease the lessee will make good any roof penetrations made for the provision of a flue , this provision is irrevocable during the term of this lease any extensions or renewals granted & or transfer to a third party by the lessee with or without the lessor's written authority .  
Provide suitable shielding in the vicinity of the forge to prevent heat build up to walls & Floor of the premises , to provide and maintain at the Lessee's costs appropriate fire Extinguishers while there is an operational forge in use or by requirement of insurance policies of the property. The Lessee hereby agrees with the Lessor to leave the demised premises in the same state of repair as at the commencement date of this lease and or any extensions or renewals granted.
- 35 (a) The lessee hereby agrees with the Lessor to use Delta Electrical Services Pty Ltd of Unit 3/31-37 Salisbury Road, Asquith as the exclusive electrician for all electrical changes required of the demised premises, provided charges for such service is in keeping with current costs charged by other electricians.
36. The tenant hereby agrees to insure for Public Liability covering all sums which it shall become legally liable to pay as tenant and occupant of the demised premises for the minimum amount noted on the front page of this Lease.
37. On the expiration of the period of Twelve (12) months from the date hereof and at the expiration of each year thereafter during the term hereof the annual rent shall be varied to such amount that the ratio that the annual rent for the year subject to calculation bears to the annual rent payable in respect of the preceding year is the same as the ratio that the Consumer Price Index (All Groups) embracing the Sydney Metropolitan area last published before the review date bears to the Consumer Price Index last published before the commencement of the preceding year.

  
  
 Signature of Lessee(s)  
 Mr. Timothy Brock **Hankinson**  
 Mrs. Gillian Jean **Hankinson**  
*JH.*

  
  
 Signature of Director(s)  
 Mr. Peter Francis **Hartshorn**  
 Mrs. Jean Marilyn **Hartshorn**

\_\_\_\_\_  
 Witness

\_\_\_\_\_  
 Witness

- Costs 24. (a) The tenant shall pay all reasonable costs relating to the lease, including stamp duty.  
 (b) The landlord shall pay all other costs relating to his management of the premises.
- Statutes 25. Each party shall observe as applicable to himself all relevant statutes, statutory regulations and by-laws relating to health, safety, noise and other standards with respect to the premises.
- Notices 26. Any written notice required or authorised by the lease:  
 (a) Shall be served on the tenant personally, or by pre-paid post to the premises, or by being left there in the post box.  
 (b) Shall be served on the landlord by personal service on him or his agent, or by pre-paid post to his or his agent's address as shown in the lease or as notified in writing, or by being left in the post box at that address.  
 (c) Shall be deemed to be served on the second week day after posting, where it is sent by pre-paid post.  
 (d) May take effect on any day of the month if it relates to the termination of a periodic lease, provided it gives the required length of notice.
- Mitigation 27. Where there has been a breach of any of the conditions of the lease by either party, the other party shall take all reasonable steps to minimise any resultant loss or damage.
- Payment after Notice 28. (a) After a notice terminating the lease or demanding immediate possession has been given, any acceptance of or demand for rent or money by the landlord shall not of itself be evidence of a new lease with the tenant or alter the legal effect of the notice.  
 (b) Where the tenant unlawfully remains in possession after the termination of the lease, the landlord is entitled, in addition to any other claim, to payments equal to the rent as compensation for the use and occupation of the premises.
- Disputes 29. In any dispute or proceeding between the parties, both parties shall act reasonably and without delay and make all admissions necessary to enable the real issues to be decided.
- Termination 30. (a) Where the lease has become a periodic lease from month to month, either party may terminate it by giving one months written notice.  
 (b) The landlord shall have the right to re-enter the premises peacefully or to continue the lease as a periodic lease from week to week:-  
 (i) Where the tenant has failed to pay rent for a period in excess of fourteen days, whether formally demanded or not, or  
 (ii) Where the tenant has seriously or persistently breached any of the conditions of the lease, or  
 (iii) Upon the tenant being declared bankrupt or insolvent according to the law or making any assignment for the benefit of creditors or taking the benefit of any Act now or hereafter to be in force for the relief of bankrupts or insolvents. (Section 85 (1) (d) of the Conveyancing Act, 1919, as amended, is hereby varied accordingly.  
 (c) If the landlord intends to exercise his right to re-enter, he shall serve the tenant with a written notice stating the reason and demanding immediate possession.  
 (d) If the landlord intends to exercise his right to continue the lease as a periodic lease from week to week, he shall serve the tenant with a written notice stating the reason and informing the tenant of the variation to the lease. Upon service of the notice, the lease shall continue with all its conditions, except for the Tenn and Holding Over conditions, as a periodic lease from week to week which may be terminated by one week's written notice from either party.  
 (e) The landlord shall have the right to re-enter the premises without giving notice, if he has reasonable grounds to believe that they have been abandoned.  
 (f) The tenant shall have the right to terminate the lease if the landlord has seriously or persistently breached any of its conditions. he shall give the landlord fourteen days' written notice, indicating at the same time the nature of the breach.  
 (g) Any action by the landlord or tenant in accordance with Conditions 30 (b), (c), (d), (e) or (f), shall not affect any claim for damages in respect of a breach of a condition of the lease.  
 (h) The tenant may remove his fixtures and shall remove his signs provided that any damage or defacement occasioned to any part of the premises in the course of such removal shall be remedied by the tenant immediately and at his own expense. If he fails to do so the landlord may do so at the tenants' expense.  
 (i) Upon the termination or determination of the lease for any cause the tenant shall promptly and peacefully give vacant possession of the premises in the condition and state of repair required by Conditions 12 and 22 (a) of the lease, and at the same time hand over all keys.
- Parting with Possession 31. (a) The tenant shall not assign or sub-let or part with possession of the premises or any part thereof except with the written consent of the landlord.  
 (b) The landlord shall not withhold his consent unreasonably, provided that the tenant gives him fourteen days notice and the tenant pays any reasonable expenses involved in the landlord giving consent.
- Cleaning 32. (a) ~~The landlord will employ the caretaker or any other person or persons he may think fit to clean all or any of the offices or rooms in the building of which the premises form part.~~  
 (b) The tenant will from time to time pay to the landlord the sums demanded by him for cleaning the premises and such sums shall be added to the rent and he paid at the same time and in the same manner as the rent and be recovered in the same manner as the rent is recoverable.  
 (c) The landlord shall not be responsible to the tenant for any loss of property from the premises however occurring or for any damage done to the furniture or other effects of any tenant by the caretaker or any employees of the landlord or by any other person or persons whomsoever.
- Renewal 33. (a) The tenant shall give to the landlord or his agent not more than six (6) months and not less than three (3) months prior to the expiration of the term granted in this lease notice in writing if he wishes to take a renewal of the lease for the further term offered. Provided he has duly and punctually paid the rent and shall have duly performed and observed on his part all the conditions and agreements contained in this lease up to the expiration of the term granted, then the landlord will at the cost of the tenant grant to him the further term at a rent which would at such time be current market rental of the premises.  
 (b) In the event of any dispute between the landlord and the tenant as to such rent the rent shall be determined by the President of the Real Estate Institute of New South Wales or his appointee. The total rent is not to be less than the total rent payable just prior to the expiration of this lease and the lease shall be subject to all other conditions as are contained in this lease with the exception of the Option Condition. The costs of such rental determination shall be borne in equal shares by the parties unless otherwise agreed.
- Interpretation 34. (a) The word 'agent' in context with 'landlord' includes the landlord's estate agent or managing agent and any other person authorised to act on behalf of the landlord.  
 (b) The word 'landlord' includes the heirs, executors, administrators and assigns of the landlord, and where the context permits includes the landlord's agent.  
 (c) The word 'tenant' includes the executors, Administrators and permitted assigns of the tenant.  
 (d) The word 'fixtures' includes fittings, furniture, furnishings, appliances, plant, machinery and equipment.  
 (e) The word 'month' shall mean calendar month.  
 (f) Where the context permits, words expressed in the singular include the plural and vice versa, words expressed in the masculine gender include the feminine, and words referring to a person include a company.  
 Where two or more tenants or landlords are parties, the conditions of the lease shall bind them jointly and individually.  
 (g) When this lease is signed by both parties and witnessed, it is a deed at law from that time.  
 (h) Headings in the margin have been inserted to assist the parties but they do not form a legal part of the lease.
- Guarantor's Liability 35. In consideration of the landlord leasing the premises to the tenant in accordance with this lease, the Guarantors for themselves and each of them and each of their executors and administrators unconditionally agree that they and each of them will be (with the tenant) jointly and severally liable to the landlord for the payment of the rent and all other moneys payable by the tenant, and also for the due performance and observance of all the terms and conditions on the part of the tenant contained or implied. AND IT IS HEREBY EXPRESSLY AGREED AND DECLARED that the landlord may grant to the tenant any time or indulgence and may compound or compromise or release the tenant without realising or affecting the liability of the Guarantors.

*Herbuse J. Hanbinson*

9987-4417


# COMMERCIAL LEASE

SUITABLE FOR SMALL OFFICE BUILDINGS, FACTORIES AND ANY SHOP PREMISES WHICH ARE NOT THE SUBJECT OF THE RETAIL LEASES ACT (1994) WHERE THE TERM OF LEASE (INCLUDING THE PERIOD OF ANY OPTION) DOES NOT EXCEED THREE YEARS.

THIS LEASE is made in duplicate on the Seventh (7<sup>th</sup>) July 2006  
DAY MONTH YEAR

At Hornsby in the State of New South Wales.

**PARTIES** BETWEEN Jinja Pty Ltd Superannuation Fund C/ -22 Cowan Rd , Mt.Colah 2079 **LANDLORD**  
(Name and address) ABN No. 18 885 072 035

 whose agent is \_\_\_\_\_ **AGENT**  
(Name and business address)  
Mr. Trevor Clifford Davern of 151 Galston Road , Hornsby Heights NSW 2077 **TENANT (S)**  
(Name and address)


**AND** Mr. Gregory William Leadbeatter of 93 Madagascar Drive , Kings Park NSW 2148 **TENANT (S)**  
(Name and address)

**Trading as** Apex Services Pty Ltd - 93 Madagascar Drive , Kings Park NSW 2148 - ABN No. 59 107 842 679

**PREMISES** The landlord leases the premises known as Warehouse unit 11 / 31 - 37 Salisbury Rd , Hornsby NSW 2077 including all fixtures listed in the inventory which is signed by all parties and attached as part of this lease.

**USE** The premises shall be used only as Warehousing, Manufacturing & Distribution of Electrical and associated services

**RENT** The rent shall be One Thousand two Hundred Sixty Five Dollars Includes G S T **\$ 1,265.00**

 Per Calendar Month commencing on the Seventh ( 1<sup>st</sup> ) day of August 2006  
and payable in advance by the tenant on the First ( 1<sup>st</sup> ) day of every Month  
to the landlord/agent at his above address or at any other reasonable place as he notifies in writing.

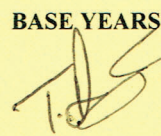
**TERM** The term of the lease shall be One ( 1 ) Year.

commencing on the First ( 1<sup>st</sup> ) August 2006  
Day Month Year  
and ending on the Thirty-first ( 31<sup>st</sup> ) July 2007  
DAY MONTH YEAR

**CON** Subject to Condition 33 of this lease the landlord offers a renewal of this lease for a further term of One ( 1 ) years.

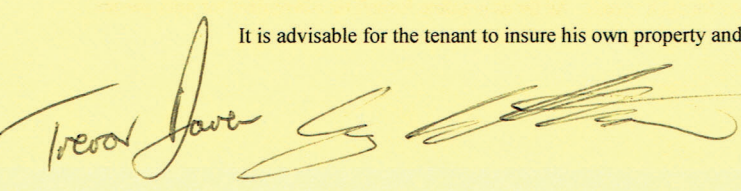
**HOLDING OVER** Unless either party gives the other written notice at least one month before the end of the term that vacant possession shall be given on that day, the lease shall continue as a periodic lease from month to month at the same rent or at a rent which both parties agree to.

**INCREASES** The tenant's percentage of increases in rates, taxes and insurance premiums to be paid in accordance with Condition 17 is 100 %.

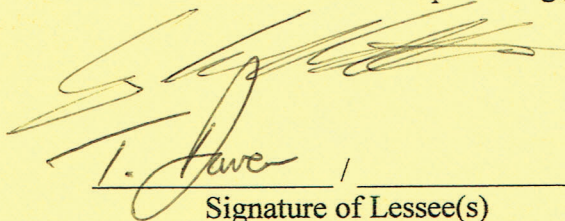
**BASE YEARS** Municipal Rates: N/A Commercial Garbage : N/A  
 Water and Sewerage Rates: / N/A Water Usage : yes - 2006 / 2007  
Land Tax: N/A Strata Levies : N/A

**INSURANCE** The amount of cover for public liability referred to in Condition 4(b) is \$ 10 , 000.000.00

**CONDITIONS** The parties agree to the conditions set out above and on the following pages and also to those conditions implied by Sections 84 and 85 of the Conveyancing Act, 1919, which are not expressly negated or modified by this lease.

Note  
It is advisable for the tenant to insure his own property and insure against his liability for public risk as the occupier of the premises.  


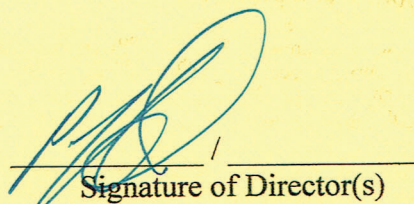
35. The Lessee hereby agrees with the Lessor that upon commencement of this lease the lessee will require to install at their costs a split System Air Conditioner ,This Air onditionering unit is to be installed on the side wall high and away from any vehicles .  
The Lessee hereby agrees with the Lessor to leave the Air conditioner at the end of their lease or any extensions granted at no cost to the Lessors.  
The Lessee hereby agrees with the Lessor to leave the demised premises in the same state of repair as at the commencement date of this lease and or any extensions or renewals granted.
- 35 (a) The lessee hereby agrees with the Lessor that during the lease or any renewals granted that the lessee will seek permission from Delta Electrical Services Pty Ltd of Unit 3/31-37 Salisbury Road, Asquith prior to any electrical and other major building changes required of the demised premises by the lessee's.
36. The lessee hereby agrees to insure for Public Liability covering all sums which it shall become legally liable to pay as tenant and occupant of the demised premises for the minimum amount noted on the front page of this Lease.
37. On the expiration of the period of Twelve (12) months from the date hereof and at the expiration of each year thereafter during the term hereof the annual rent shall be varied to such amount that the ratio that the annual rent for the year subject to calculation bears to the annual rent payable in respect of the preceding year is the same as the ratio that the Consumer Price Index (All Groups) embracing the Sydney Metropolitan area last published before the review date bears to the Consumer Price Index last published before the commencement of the preceding year.



\_\_\_\_\_

Signature of Lessee(s)

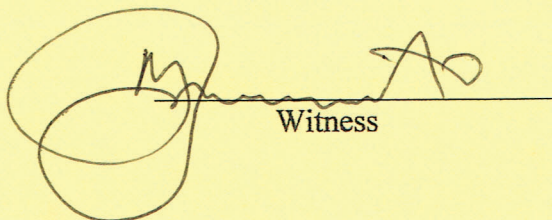
Mr. Trevor Clifford **Davern**  
Mr. Gregory William **Leadbeatter**



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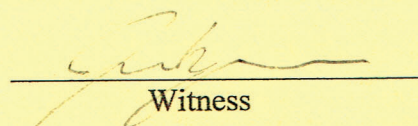
Signature of Director(s)

Mr. Peter Francis **Hartshorn**  
Mrs. Jean Marilyn **Hartshorn**



\_\_\_\_\_

Witness



\_\_\_\_\_

Witness

- Costs 24. (a) The tenant shall pay all reasonable costs relating to the lease, including stamp duty.  
(b) The landlord shall pay all other costs relating to his management of the premises.
- Statutes 25. Each party shall observe as applicable to himself all relevant statutes, statutory regulations and by-laws relating to health, safety, noise and other standards with respect to the premises.
- Notices 26. Any written notice required or authorised by the lease:  
(a) Shall be served on the tenant personally, or by pre-paid post to the premises, or by being left there in the post box.  
(b) Shall be served on the landlord by personal service on him or his agent, or by pre-paid post to his or his agent's address as shown in the lease or as notified in writing, or by being left in the post box at that address.  
(c) Shall be deemed to be served on the second week day after posting, where it is sent by pre-paid post.  
(d) May take effect on any day of the month if it relates to the termination of a periodic lease, provided it gives the required length of notice.
- Mitigation 27. Where there has been a breach of any of the conditions of the lease by either party, the other party shall take all reasonable steps to minimise any resultant loss or damage.
- Payment after Notice 28. (a) After a notice terminating the lease or demanding immediate possession has been given, any acceptance of or demand for rent or money by the landlord shall not of itself be evidence of a new lease with the tenant or alter the legal effect of the notice.  
(b) Where the tenant unlawfully remains in possession after the termination of the lease, the landlord is entitled, in addition to any other claim, to payments equal to the rent as compensation for the use and occupation of the premises.
- Disputes 29. In any dispute or proceeding between the parties, both parties shall act reasonably and without delay and make all admissions necessary to enable the real issues to be decided.
- Termination 30. (a) Where the lease has become a periodic lease from month to month, either party may terminate it by giving one months written notice.  
(b) The landlord shall have the right to re-enter the premises peacefully or to continue the lease as a periodic lease from week to week:-  
(i) Where the tenant has failed to pay rent for a period in excess of fourteen days, whether formally demanded or not, or  
(ii) Where the tenant has seriously or persistently breached any of the conditions of the lease, or  
(iii) Upon the tenant being declared bankrupt or insolvent according to the law or making any assignment for the benefit of creditors or taking the benefit of any Act now or hereafter to be in fore for the relief of bankrupts or insolvents. (Section 85 (1) (d) of the Conveyancing Act, 1919, as amended, is hereby varied accordingly.  
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(d) If the landlord intends to exercise his right to continue the lease as a periodic lease from week to week, he shall serve the tenant with a written notice stating the reason and informing the tenant of the variation to the lease. Upon service of the notice, the lease shall continue with all its conditions, except for the Tenn and Holding Over conditions, as a periodic lease from week to week which may be terminated by one week's written notice from either party.  
(e) The landlord shall have the right to re-enter the premises without giving notice, if he has reasonable grounds to believe that they have been abandoned.  
(f) The tenant shall have the right to terminate the lease if the landlord has seriously or persistently breached any of its conditions. he shall give the landlord fourteen days' written notice, indicating at the same time the nature of the breach.  
(g) Any action by the landlord or tenant in accordance with Conditions 30 (b), (c), (d), (e) or (f), shall not affect any claim for damages in respect of a breach of a condition of the lease.  
(h) The tenant may remove his fixtures and shall remove his signs provided that any damage or defacement occasioned to any part of the premises in the course of such removal shall be remedied by the tenant immediately and at his own expense. If he fails to do so the landlord may do so at the tenants' expense.  
(i) Upon the termination or determination of the lease for any cause the tenant shall promptly and peacefully give vacant possession of the premises in the condition and state of repair required by Conditions 12 and 22 (a) of the lease, and at the same time hand over all keys.
- Parting with Possession 31. (a) The tenant shall not assign or sub-let or part with possession of the premises or any part thereof except with the written consent of the landlord.  
(b) The landlord shall not withhold his consent unreasonably, provided that the tenant gives him fourteen days notice and the tenant pays any reasonable expenses involved in the landlord giving consent.
- Cleaning 32. (a) ~~The landlord will employ the caretaker or any other person or persons he may think fit to clean all or any of the offices or rooms in the building of which the premises form part.~~  
(b) The tenant will from time to time pay to the landlord the sums demanded by him for cleaning the premises and such sums shall be added to the rent and he paid at the same time and in the same manner as the rent and be recovered in the same manner as the rent is recoverable.  
(c) The landlord shall not be responsible to the tenant for any loss of property from the premises however occurring or for any damage done to the furniture or other effects of any tenant by the caretaker or any employees of the landlord or by any other person or persons whomsoever.
- Renewal 33. (a) The tenant shall give to the landlord or his agent not more than six (6) months and not less than three (3) months prior to the expiration of the term granted in this lease notice in writing if he wishes to take a renewal of the lease for the further term offered. Provided he has duly and punctually paid the rent and shall have duly performed and observed on his part all the conditions and agreements contained in this lease up to the expiration of the term granted, then the landlord will at the cost of the tenant grant to him the further term at a rent which would at such time be current market rental of the premises.  
(b) In the event of any dispute between the landlord and the tenant as to such rent the rent shall be determined by the President of the Real Estate Institute of New South Wales or his appointee. The total rent is not to be less than the total rent payable just prior to the expiration of this lease and the lease shall be subject to all other conditions as are contained in this lease with the exception of the Option Condition. The costs of such rental determination shall be home in equal shares by the parties unless otherwise agreed.
- Interpretation 34. (a) The word 'agent' in context with 'landlord' includes the landlord's estate agent or managing agent and any other person authorised to act on behalf of the landlord.  
(b) The word 'landlord' includes the heirs, executors, administrators and assigns of the landlord, and where the context permits includes the landlord's agent.  
(c) The word 'tenant' includes the executors, Administrators and permitted assigns of the tenant.  
(d) The word 'fixtures' includes fittings, furniture, furnishings, appliances, plant, machinery and equipment.  
(e) The word 'month' shall mean calendar month.  
(f) Where the context permits, words expressed in the singular include the plural and vice versa, words expressed in the masculine gender include the feminine, and words referring to a person include a company.  
Where two or more tenants or landlords are parties. the conditions of the lease shall bind them jointly and individually.  
(h) When this lease is signed by both parties and witnessed, it is a deed at law from that time.  
(i) Headings in the margin have been inserted to assist the parties but they do not form a legal part of the lease.
- Guarantor's Liability 35. In consideration of the landlord leasing the premises to the tenant in accordance with this lease, the Guarantors for themselves and each of them and each of their executors and administrators unconditionally agree that they and each of them will be (with the tenant) jointly and severally liable to the landlord for the payment of the rent and all other moneys payable by the tenant, and also for the due performance and observance of all the terms and conditions on the part of the tenant contained or implied. AND IT IS HEREBY EXPRESSLY AGREED AND DECLARED that the landlord may grant to the tenant any time or indulgence and may compound or compromise or release the tenant without realising or affecting the liability of the Guarantors.

*Travis Javen* 