

TRANSFER OF LEASE

LEASE:

Date: 15 June 2006
Premises: 101 Northern Highway Echuca, Victoria 3654
Period: 10 years commencing 15 June 2006
Option: 5 periods of 5 years each

LANDLORD:

Robert Power Properties Pty. Ltd.
ACN 007 041 536 and
TM Properties Pty. Ltd. ACN 089 465 001
both of 16 Grimshaw Street
Greensborough Victoria 3088

OLD TENANT:

MOC Enterprises (Aust) Pty. Ltd.
ACN 081 191 970
of 16 Grimshaw Street Greensborough
Victoria 3088

NEW TENANT:

JJJP INVESTMENTS PTY LTD
ACN 119 712 926
of C/ Grant Thornton (Vic) Pty. Ltd.,
Level 35 525 Collins Street
Melbourne, Victoria 3088

TRANSFER DATE:

..... 2006

OLD TENANT'S GUARANTOR:

Gavin Melican and Robert James Power both c/
of 16 Grimshaw Street Greensborough Victoria
3088

NEW TENANT'S GUARANTOR:

JOHN CUNNINGHAM of [address to be
inserted]

1. TRANSFER

- 1.1 The old tenant transfers the lease to the new tenant with all options. The new tenant will hold the lease from the transfer date.
- 1.2 If the old tenant is not the tenant named in the lease, the old tenant promises that it has become the tenant by previous valid transfers of the lease.

2. VALIDITY OF LEASE

The old tenant promises that on the transfer date the lease and the options are valid and no changes have been made to them.

3. NEW TENANT ACCEPTS OBLIGATIONS

The new tenant must pay the rent and do everything else required by the lease for the remainder of the lease and during any period it stays in possession after it ends.

4. INDEMNITY BY NEW TENANT

The new tenant indemnifies the old tenant so that the old tenant will not be responsible for breaches of the lease by the new tenant.

5. OLD TENANT NOT LIABLE

This transfer ends the obligations of the old tenant under the lease.

6. OLD TENANT'S GUARANTOR NOT LIABLE

This transfer ends the obligations of the old tenant's guarantor under any guarantee or indemnity.

7. LANDLORD'S PROMISES

The landlord-

- 7.1 Promises that if it is not the landlord named in the lease, it is now the person entitled to take possession of the premises if the lease ends.
- 7.2 Promises that the lease and options are valid and that no changes have been made to them,
- 7.3 Consents to this transfer; and
- 7.4 Agrees not to take any action against the old tenant before the transfer date which would harm the new tenant's rights.

8. GUARANTEE AND INDEMNITY

The new tenant's guarantor-

- 8.1 Guarantees to the landlord and to the old tenant that the new tenant will pay the rent promptly and will do everything the lease requires.
- 8.2 Agrees that this guarantee is a continuing guarantee which will not be affected by-

- part-payment
- part-performance
- extension of time given by the landlord; or
- non-registration of the lease.

8.3 Must indemnify the landlord and the old tenant so that they suffer no harm from breaches of the lease by the new tenant, including losses resulting from the insolvency or winding-up of the new tenant.

9. STAMP DUTY

The new tenant must pay the stamp duty on this transfer and must provide one signed copy for each person named on page one.

10. GST

10.1 In this clause:

“GST” means GST within the meaning of the GST Act.

“GST Act” means the A New Tax System (Goods and Services Tax) Act 1999 (as amended).

10.2 Except where this document states otherwise an amount payable by a party for a taxable supply made by the other party under this document is expressed as a GST exclusive amount.

10.3 If this document requires a party to pay an amount in respect of an expense or liability (“reimburse expense”) incurred by the other party (“payee”) to a third party, the reimbursable expense must be net of any input tax credit to which the payee is entitled in respect of the reimbursable expense.

10.4 If a party makes a taxable supply under this document, then the party liable to pay for the taxable supply must also pay to the supplier the GST payable in respect of the taxable supply at the time payment for the taxable supply is due.

10.5 A party is not obliged under clause 11.4 to pay the GST on a taxable supply to it, until given a valid tax invoice for the supply.

11. CONSENTS

The old tenant must obtain the necessary consents to the transfer, and must get the landlord to sign it. It must do so as its own expense.

12. INTERPRETATION

This transfer is binding on –

- 12.1 individuals’ executors and administrators;
- 12.2 corporations’ liquidators and administrators;
- 12.3 anyone to whom the persons affected by this transfer of the lease transfer their rights under it.

And in interpreting this transfer-

12.4 singular words include the plural and vice versa, and

12.5 words expressed in one gender include all genders.

13. OBLIGATIONS JOINT AND INDIVIDUAL

If any person named on page one is made up or more than one individual or corporation, they must all perform their obligations under this transfer jointly and each individual must also perform them.

Executed as a Deed on:

Execution & Attestation:

EXECUTED in accordance with section)
127(1) of the Corporations Act 2001 by)
ROBERT POWER PROPERTIES PTY)
LTD ACN 007 041 536:)

.....
Signature of sole director
Robert James Power

EXECUTED in accordance with section)
127(1) of the Corporations Act 2001 by)
TM PROPERTIES PTY LTD ACN 089)
465 001:)

Signature of sole director
Gavin Melican

EXECUTED in accordance with section)
127(1) of the Corporations Act 2001 by)
MOC ENTERPRISES (AUST) PTY)
LTD ACN 081 191 979:)

Signature of director
Robert James Power

Signature of director and secretary
Gavin Melican

EXECUTED in accordance with section)
127(1) of the Corporations Act 2001 by)
JJJP INVESTMENTS PTY LTD ACN)
119 712 926)

Signature of sole director & secretary
John Cunnginham

SIGNED SEALED AND DELIVERED)
by **ROBERT JAMES POWER** in the)
presence)
of :

Signature of witness

Robert James Power

Name of witness (print)

SIGNED SEALED AND DELIVERED)
by **GAVIN PAUL MELICAN** in the)
presence)
of :

Signature of witness

Gavin Paul Melican

Name of witness (print)

SIGNED SEALED AND DELIVERED)
by **JOHN CUNNINGHAM** in the)
presence)
of :

Signature of witness

John Cunningham

Name of witness (print)