



Equipment Lease Agreement:

Equipment Lease

1. Introduction. Lease made in Melbourne on date **item F1 of the schedule 10.3S Hire Booking Equipment** between Golden Brown Cleaning Supplies & Machinery, with offices at 8/217 Mickleham Rd Tullamarine, Vic 3043 (Lessor), and name appear in **item C1 of the schedule 10.3S Hire Booking Equipment**, with offices at address in **item B1 and/or B2 of the schedule 10.3S Hire Booking Equipment** (Lessee).

2. Description of Leased Equipment. Lessor leases to Lessee the Equipment described in **item A1 of the schedule 10.3S Hire Booking Equipment** annexed to this Lease and made a part of it.

3. Term of Lease. The term of this Lease is for numbers of years appear in **item E1 of the schedule 10.3S Hire Booking Equipment** commencing on date in **item D1 of the schedule 10.3S Hire Booking Equipment** and terminating on date in **item D2 of the schedule 10.3S Hire Booking Equipment**.

4. Extension of Term. The term of this Lease may be extended for an additional term of [**3**] years starting with the termination date set out in Paragraph 3 of this Lease and ending on date appear in **item D3 of the schedule 10.3S Hire Booking Equipment**, provided Lessee notifies Lessor of Lessee's intention to extend the term by registered or certified mail, return receipt requested, posted no later than [**Three 3**] months before the original term ends.

5. Rental. Lessee will pay Lessor the annual rental for each piece of Equipment set out in Schedule **10.3S**, including all increases in the annual rental during the extended term of this Lease, which rental is also set out in Schedule **10.3S**. The rent is to be paid in monthly installments of amount dollars appear in **item G1 of the schedule 10.3S Hire Booking Equipment** each during the first year of the term and thereafter until the term ends, and, if the term is extended in accordance with Paragraph 4, in monthly installments of 50% discount apply during the additional term. The first monthly payment is due on date or day appear in **item H1 of the schedule 10.3S Hire Booking Equipment**, and payments are due thereafter on the [**H1**] day of each month.

6. Assignment of Rights by Lessor to Lending Institution. Lessor, for the purpose of securing funds to purchase all or any part of the Equipment listed on Schedule **10.3S**, may assign all of Lessor's right, title, and interest in and to all or any part of the Equipment to the [**Bank**]. Lessor may also assign to the "Loan Provider" [**Bank**] all right to all or any part of the monies due or to become due under this Lease. If any such assignment is made, Lessee will pay all sums assigned directly to the [**Bank**] upon receiving notice of the assignment.



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7. Defenses, Setoffs, Claims Against Lessor's Assignee. In the event Lessor assigns all or any part of the monies due under this Lease to [Bank], [Bank's] right to receive those sums shall not be subject to any defense, setoff, or counterclaim that Lessee may have against Lessor but shall be subject to any defense Lessor or Lessee has against [Bank].

8. Ownership of Equipment. All the Equipment leased to Lessee and all equipment, attachments, accessories, and modifications placed on or made to the Equipment by Lessor or Lessee, as well as all repairs to the Equipment, are Lessor's property.

9. Indicia of Lessor's Ownership. Lessor may stencil or otherwise affix Lessor's name on all or any part of the Equipment together with language stating that the Equipment is owned by Lessor and leased to Lessee.

10. Title to Equipment Unencumbered. Lessor warrants that Lessor is the sole owner of the Equipment listed in Schedule 10.3S and that at the time of delivery to Lessee and during the term of this Lease and any extensions of the term the Equipment will be free of all liens and encumbrances except as permitted by Paragraph 6. Lessor also warrants that during the term of this Lease and any extension of the term Lessor will not sell, lease, assign, or dispose of the Equipment except as permitted by Paragraph 6 and will do nothing to interfere with Lessee's use and enjoyment of the Equipment.

11. Delivery of Equipment. All the Equipment listed on Schedule 10.3S shall be delivered to Lessee on or before [date; item D1 of the 10.3S Schedule Hire Booking Equipment] at [address; item B1 or B2 of the 10.3S Schedule Hire Booking Equipment]. Lessor shall not be liable for any losses Lessee may suffer by reason of late delivery. However, Lessee's obligation to pay rent for any piece of Equipment shall not start until Lessee receives delivery of that Equipment. Further, if any piece of Equipment is not received by [2 weeks], Lessee, at Lessee's option, may cancel this Lease insofar as it relates to that piece of Equipment.

12. Repairs to and Maintenance of Equipment. During the term of this Lease and any extension of the term, Lessee will maintain the Equipment and keep it in good repair at Lessee's sole expense, normal wear and tear and depreciation excepted.

13. Insurance. All risk of loss of the Equipment or damage to it shall be borne by Lessee. Lessee, at Lessee's sole expense, shall obtain insurance against loss or damage to the Equipment by reason of fire and by reason of the other risks included in the standard extended coverage provisions of casualty insurance in amounts agreeable to Lessor. The policies shall be issued by insurance companies qualified to do business in the state in which the Equipment is located. Losses,



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if any, shall be payable to Lessor. The insurance policies or satisfactory evidence of insurance shall be delivered to Lessor. Lessee's failure to obtain or maintain insurance shall constitute a default under this Lease, and, in such event, Lessor or [Bank], as Lessor's assignee, may obtain the insurance, and the cost of the insurance so obtained shall be additional rent, due and payable by Lessee on demand.

14. Damage to Equipment. Lessee's obligation to pay rent will continue even though all or part of the Equipment is damaged. Lessee, pursuant to Paragraph 12, shall repair or have the Equipment repaired. If the damage to the Equipment is covered by insurance carried by Lessee or Lessor pursuant to Paragraph 13 or if Lessor has any right to reimbursement for such damage by third parties, Lessor will assign Lessor's right to the proceeds of the policies or Lessor's rights against the third parties to reimburse Lessee for the cost of making the repairs.

15. Loss of Equipment. If the Equipment or any part of it is stolen, destroyed, or damaged beyond repair, Lessee will promptly pay the unpaid rental on such Equipment for the balance of the term of this Lease, exclusive of any extensions unless the term has been extended in accordance with Paragraph 4. Upon receipt of this payment by Lessor, Lessor will assign to Lessee Lessor's rights to the proceeds of any policies of insurance for such loss or Lessor's rights for reimbursement from third parties for such loss, up to the amount of the unpaid rental remitted by Lessee. Lessor shall also assign to Lessee all of Lessor's right, title, and interest in and to such Equipment. Insurance proceeds or reimbursements from third parties in excess of the amounts assigned to Lessee shall belong to Lessor.

16. Lessee to Hold Lessor Harmless From Damages and Claims Arising Out of Use of Equipment. Lessee will indemnify Lessor and hold Lessor harmless against any losses, damages, claims, or expenses arising out of Lessee's use and operation of the Equipment or out of defects in the Equipment. This provision will survive the termination of this Lease, regardless of the reason for termination.

17. Taxes, Assessments, Etc., on Equipment. Lessee will pay all taxes, fees, or assessments levied on or based upon rental payments, this Lease, or the Equipment except for sales taxes on the original purchase of the Equipment by Lessor and Lessor's franchise and income taxes.

18. Limitation on Lessee's Right to Assign, Lease, or Sublet Equipment. Lessee may not assign this Lease or sublet any of the leased Equipment without Lessor's consent in writing and upon such terms as Lessor shall require.

[Alternative Paragraph]



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18. Limitation on Lessee's Right to Assign, Lease, or Sublet Equipment. Lessee may assign this Lease or sublet any of the leased Equipment to Lessee's wholly owned subsidiaries, but any such sublease shall be subject to the terms of this Lease. Lessee may not assign this Lease or sublet any of the leased Equipment to any other party without Lessor's express consent in writing, which consent shall not be unreasonably withheld. No assignment or sublease, whether to Lessee's wholly owned subsidiaries or to third parties, shall relieve Lessee of Lessee's obligations under this Lease.

19. Events Constituting Lessee's Default. The occurrence of any of the following events shall constitute a default of Lessee under this Lease:

a. Failure to Pay Rent. Lessee's failure to pay any monthly installment of rent within [30] days after the installment becomes due;

b. Failure to Perform Other Obligations Under Lease. Lessee's failure to perform one or more of Lessee's other obligations under this Lease within [30] days after Lessor notifies Lessee that Lessee is in default; or

c. Insolvency or Bankruptcy. The filing of a petition of bankruptcy by or against Lessee; the appointment of a receiver or trustee for all or part of Lessee's property; the making of an assignment for the benefit of Lessee's creditors.

20. Termination of Lease Upon Lessee's Default--Return of Equipment to Lessor. Upon the occurrence of any of the events set out in Paragraph 19, Lessor, at Lessor's sole option and without further notice to Lessee, may declare this Lease terminated. Upon such termination, Lessee shall return all of the Equipment to Lessor, and all of Lessee's rights shall end. With or without process of law, Lessor or Lessor's agents may take possession of the Equipment wherever it may be found, whether on or off Lessee's premises. Once Lessor has taken possession of the Equipment, Lessor may deal with it as Lessor chooses. No disposition of the Equipment by Lessor shall affect Lessee's remaining obligations under this Lease. The return of the Equipment to Lessor shall be without prejudice to Lessor's right to recover Lessor's actual damages or loss of profits by reason of the termination of this Lease or, at Lessor's option and as liquidated damages, the unpaid rental on the Equipment for the balance of the term, exclusive of any extensions unless the term has been extended in accordance with Paragraph 4.

21. Termination of Lease Upon Lessee's Default--Failure of Lessee to Return Equipment. If Lessee fails to return the Equipment to Lessor



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as provided in Paragraph 20, Lessee shall pay to Lessor: (a) the unpaid rental on the Equipment not returned for the balance of the term of this Lease, exclusive of any extensions unless the term has been extended in accordance with Paragraph 4, or (b) the cost of the equipment less depreciation (using the [method of depreciation]), whichever is greater. This payment by Lessee shall be without prejudice to Lessor's right to recover Lessor's actual damages or loss of profits and to take possession of the Equipment wherever it may be found.

22. Events Constituting Lessor's Default. The occurrence of either of the following events shall constitute a default of Lessor under this Lease:

a. Failure to Perform Obligations Under Lease. Lessor's failure to perform one or more of Lessor's obligations under this Lease within [30] days after Lessee notifies Lessor that Lessor is in default; or

b. Insolvency or Bankruptcy. The filing of a petition of bankruptcy by or against Lessor; the appointment of a receiver or trustee for all or part of Lessor's property; the making of an assignment for the benefit of Lessor's creditors.

23. Termination of Lease Upon Lessor's Default. Upon the occurrence of any of the events set out in Paragraph 22, Lessee, at Lessee's sole option and without further notice to Lessor, may declare this Lease terminated. If Lessee terminates this Agreement, Lessee will pay to Lessor the unpaid rental on the Equipment for the balance of the term of this Lease, exclusive of any extensions, unless the term has been extended in accordance with Paragraph 4. Upon such payment, the Equipment will become Lessee's property, and Lessor will execute all documents reasonably required to transfer ownership to Lessee. This shall be without prejudice to Lessee's right to recover Lessee's actual damages by reason of Lessor's default.

24. Notices. All notices required by this Lease shall be sent by registered or certified mail, return receipt requested, addressed to the party to be notified at the address set out in this Lease, or at such other address as that party may have given the other in writing. Notice shall be deemed given when posted.

25. Termination of Lease. Upon the end of the term of this Lease or at the end of any extension of the term of this Lease, provided neither party is in default, Lessee shall deliver possession of the Equipment to Lessor at [8/217 Mickleham Rd Tullamarine, Vic 3043] or such other address as may be reasonable and of which Lessor notifies Lessee no later than [3] months before the term or any extension of the term ends.



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26. Rights of Lessor's Assignee. If Lessor makes an assignment to [Bank] in accordance with Paragraph 6, [Bank] shall have all of Lessor's rights under this Lease including, without limitation, the right to terminate this Lease upon Lessee's default and exercise all of Lessor's rights upon such termination.

27. Separability. The illegality or invalidity of any provision of this Lease shall not affect the validity of the balance of this Lease.

28. Applicable Law. The laws of [state] shall be applied in construing this Lease regardless of where it is executed or where the Equipment that is the subject matter of this Lease is located.

29. Lease of Dispensers & Chemical Fluid Control Products Condition; Lessee shall order the cleaning products, disposable products, chemicals & powder only from Golden Brown Cleaning Supplies & Machinery during term of contract and thereafter extended term of contract and if this part of contract breached by lessee then contract shall terminated and lessor entitle to received the damage & lessee shall pay full amount of product cost and installation to lessor plus any out standing payment amount are due.

IN WITNESS WHEREOF, the parties have signed this Lease on the date set forth above.

[signature]

Lessee

[signature]

Lessor

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