

**PROKSCHA INVESTMENTS PTY. LTD.**  
**ATF THE PROKSCHA SUPERANNUATION Fund**  
**33 KIRKPATRICK CRES.**  
**NORANDA 6062 W.A.**

**CONTRACT**  
**OFFER AND ACCEPTANCE TO LEASE**

To: Custom Engineering  
No. 6B Agett Rd.  
Malaga 6090 W.A.

Date 01/03/2016

Dear Craig and Sue,

I/We Prokscha Investments Pty. Ltd. hereby offer you the lease on premises as described below on the following terms and conditions.

1. **PROPERTY**  
6B Agett Road, Malaga 6090, WA

2. **LESSEE**  
Custom Engineering  
ABN \_\_\_\_\_  
Tel.: 08 9249 6596

3. **AREA**  
Workshop 661 sqm  
Yard 250 sqm

$$\begin{array}{r} \times 95 \text{ \$/m}^2 = 62795,00 \\ \times 20 \text{ \$/m}^2 = \underline{5000,00} \\ \hline \$67795,00 \text{ p. Anno} \\ + \text{GST} \end{array}$$

4. **LEASE TERM**  
Three Years plus option of Three years.

5. **LEASE COMMENCEMENT**  
1<sup>st</sup> March 2016 (last rent review 20<sup>th</sup> September 2011)

6. **PAYMENT OF RENT**  
The annual rental of \$67795.00 plus GST, plus all outgoings are to be paid.  
Custom Engineering is responsible for the above rent.  
You payments are listed below.  
Rent of \$5650.00 plus GST is to be paid on or by 1<sup>st</sup> day of every month.

**Payment to be made directly into the following account.**

PROKSCHA INVESTMENTS P/L  
ATF The Prokscha Superannuation Fund.  
Westpac / Morley Shop 1042 F  
Westfield Galleria Shop Centre. Morley WA 6062  
BSB No: 036-062  
Account No: 29-6032

7. **RENT REVIEWS**  
The rent will be subject every 12 months from the commencement date of term. The rent review methods will be based on the average CPI index per year.

## 8. OUTGOINGS

- (A) The Lessee shall be responsible for the payment of all normal building outgoing and running costs. Expenses will be invoiced when due and shared 1/3 by each party.

Content insurance  
Building insurance  
Council rates  
Water rates  
Land tax  
Interest charges on outstanding rates & taxes  
Water drainage & sewerage rates.  
Local Shire authority rates.  
Interest charges on outstanding rates & taxes.  
Fire service maintenance  
Cleaning, including windows and rubbish removal  
Grounds repairs and maintenance of non – structural nature  
Plate glass insurance and public liability insurance  
Security  
Gas & telephone services consumed on the premises.  
All other outgoing specified by the Lessor.

The outgoing are payable within 28 days of demand as determined by the Lessor.

- (B) Following exceptions to the payment of all normal building outgoing and running costs have been agreed and are paid by the Lessee.

Electricity usage  
Water usage

- (C) In the normal manner we as Lessee shall be responsible for payment of any increases in building outgoing and running costs as from the Lease Commencement.

No alterations or additions shall be made to the Premises without written consent of the Lessor to be decided in the Lessors absolute discretion and the Lessee shall reinstate the premises, if required by the Lessor, at the expiration or the term or any extension thereof.

## 9. CRANE MAINTENANCE SERVICE PROGRAM

Crane maintenance must be carried out every year Cranes or other crane service company by the Lessee.

Bay 1. 1 x 6 ton overhead crane (back of workshop)

Bay 2. 1 x 5 ton overhead crane (front of workshop)

Note: Forklift maintenance has to be carried out by the Lessee.

## 10. SPECIAL CONDITIONS

This offer is subject to the following conditions.

- (A) The Lessee is granted access to the property from the date both parties have signed the Offer to Lease.  
(B) The Lessee shall at all times maintain the premises and plant in the same condition as existing on the date of occupancy. In addition, it is acknowledged by both parties the terms and conditions of this agreement are to supersede all previous discussions, correspondence and documents.

**11. GUARANTEE**

In consideration of the Lessor accepting the Lessees offer to lease at the request of the Guarantor named herein (Joint and severally if more than one) unconditionally guarantee the due and punctual payment to the Lessor and performance of the Lessee's obligations pursuant to the Contract and shall indemnify the Lessor and keep the Lessor indemnified in respect of all monies which the Lessee becomes liable to pay to the Lessor and the performance of all terms covenants conditions and stipulations by the Lessee pursuant to this contract.

Name: Craig and Sue Forbes

**12. DECLARATION**

I/We hereby declare the above information to be true and accurate in all respects and I/we acknowledge that this application is subject to the Lessors approval and that the Lessee will be required to execute the Lessors standards and pay all legal fees.

**LESSEE ACCEPTANCE**

Signed by the Lessee: Custom Engineering

Craig Forbes

C. Forbes

Sue Forbes

C. Forbes

Director

Director / Secretary

Signed by the Guarantors:

Craig Forbes

Sue Forbes

Date:

14/4/2016

**LESSORS ACCEPTANCE**

The Lessor in executing hereunder confirms acceptance of the lease Terms and Conditions outlined herein.

Signed by the Lessor:

Prokscha Investments Pty. Ltd.  
ATF The Prokscha Superannuation Fund

George Prokscha

G. Prokscha

Dolores Prokscha

D. Prokscha

Date:

1/3/2016

NOTE: From 1. July 2017 Rent \$8850.00 + GST  
\$885.00  
\$9735.00 incl. GST  
increas of Workshop space  
appr. 500m<sup>2</sup> more.

1.7.2017 G.P.