

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

CONTRACT
OFFER AND ACCEPTANCE TO LEASE

1 JANUARY 2021

BETWEEN

CUSTOM ENGINEERING Pty. Ltd.

AND

PROKSCHA INVESTMENTS P/L
ATF The Prokscha Superannuation Fund

To: CUSTOM ENGINEERING Pty. Ltd.
60 Irvine Street
Malaga 6090 W.A.

ATTN: Craig Forbes and Sue Forbes

Dear Craig, Sue,

We PROKSCHA INVESTMENTS PTY. LTD. ("**Lessor**") hereby offer CUSTOM ENGINEERING PTY. LTD. ("**Lessee**") the lease the premises as described below on the terms and conditions described within this contract.

1. PROPERTY

6B Agett Road, Malaga 6090, WA, Australia

2. LESSEE

Custom Engineering Pty. Ltd
Responsible officers: Craig and Sue Forbes
ABN 17 088 363 142
Tel.: **08 9249 6596**
Mobile: **0412 884 822**

3. AREA

Workshop 660 sqm
Yard 250 sqm

4. LEASE TERM

Five years plus option to extend by Five years.
Notice must be given nine months before the anniversary of the first five years.

5. LEASE COMMENCEMENT

1 January 2021

6. PAYMENT OF RENT

The annual rent is agreed at \$67,800 plus GST and plus all outgoings (as per section 8 below) are to be paid by the Lessee.

The monthly rental payment of \$5,650.00 plus GST and plus all outgoings is to be paid on or by 1st day of every month.

The Lessee is responsible for the above rent, should there be any default or late payment, the Lessor has the right to demand payment and utilize the guarantee set within the contract to recover any outstanding rental and outgoings payments.

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 for review every 12 months from the commencement date of the lease 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 building outgoings and running costs. Expenses will be invoiced when due and include but not limited to:

- Electricity usage
- Water usage
- 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 of all areas, including windows and rubbish removal
- Grounds repairs and maintenance of non – structural nature
- Plate glass insurance and public liability insurance
- Security and Alarm systems
- Gas services consumed on the premises
- Telephone services consumed on the premises
- Crane maintenance and any lifting equipment used within the premises
- All other outgoings specified by the Lessor.

The outgoings are payable the 1st day of every month after invoicing. Should the Lessee not make payment within 30 days of invoicing of outgoings, the Lessor has the right to demand payment and if necessary enforce the guarantors to recover payment.

(B) In the normal manner the Lessee shall be responsible for payment of any Increases in building outgoings and running costs as from the Lease Commencement.

- (C) 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 at minimum every year by the Lessee.

The Lessee must engage a reputable crane service company to complete the service to Australian Safety and any other required standards for safe Crane and lifting equipment operation.

Crane 1 1 x 10 ton overhead crane

Crane 2 1 x 3.5 ton overhead crane

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 this contract.
- (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.

Joint Guarantors: Craig Forbes 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 PTY LTD

Craig Forbes _____

Title

Date: ___/___/_____

Sue Forbes _____

Title

Date: ___/___/_____

Signed by the Guarantors:

Craig Forbes _____

Sue Forbes _____

Date: ___/___/_____

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 _____

Dolores Prokscha _____

Date: ___/___/_____