

Lease Agreement

2 Paddington Street, Bayswater

Prokscha Holdings Pty Ltd (ACN 161 952 129) as trustee
for the Prokscha Custodian Trust (**Landlord**)

Turbo Air Technology Pty Ltd (ACN 072 453 377) (**Tenant**)

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LEASE

THIS AGREEMENT is made the _____ day of _____ 2013

BETWEEN

The party listed in item 1 of schedule 1 (Landlord)

AND

The party listed in item 2 of schedule 1 (Tenant)

AND

The party listed in item 3 of schedule 1 (Guarantor)

RECITALS

- A. The Landlord is the registered proprietor of the Premises.
- B. The Tenant has agreed to lease the Premises on the terms and conditions contained herein.

OPERATIVE PROVISIONS

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Lease:

Agent means the managing agent appointed by the Landlord from time to time to manage the Building.

Air-conditioning Plant means any plant, machinery or equipment, including all pipes, wires and ducts, for heating, cooling or circulating air in the Premises.

Authority means any governmental or other public body, local authority or other authority of any kind.

Business Day means a day on which banks are open for business in Perth other than a Saturday or a Sunday.

Building means the Land and buildings and other improvements on the Land, including all of the Landlord's Property.

Claims means all actions, claims, demands, notices, losses, damages, costs and expenses.

Common Areas means those parts of the Building designed or intended by the Landlord (if they are not let or licensed) for use by the tenants or other occupiers of the Building and their respective employees, invitees and licensees in common with each other.

Corporations Act means the *Corporations Act 2001* (Cth).

Energy Supplier means any Authority, company or other body which supplies gas, electricity or other sources of energy or power to the Building or the Premises.

Event of Default means any of the events specified in clause 21.2.

GST means the goods and services tax described in the *A New Tax System (Goods and Services Tax) Act 1999* and related acts, or any similar tax.

GST Act means *A New Tax System (Goods and Services Tax) Act 1999* and related acts.

Guarantor includes its successors.

Insolvency Event means the happening of any of the following events in relation to a party:

- (a) the party is unable to pay all the party's debts as and when they become due and payable or the party has failed to comply with a statutory demand as provided in section 459F of the Corporations Act, or the party is deemed to be unable to pay the party's debts under section 585 of the Corporations Act;
- (b) a meeting is convened to place the party in voluntary liquidation or to appoint an administrator;
- (c) an application is made to a court for the party to be wound up;
- (d) the appointment of a controller (as defined in section 9 of the Corporations Act) of any of the party's assets;
- (e) the party proposes to enter into or enters into any form of arrangement (formal or informal) with the party's creditors or any of them, including a deed of company arrangement; or
- (f) the party becomes insolvent under administration, as defined in section 9 of the Corporations Act.

Insurable Events means fire, storm and tempest, flood, impact, malicious damage, loss of rent and such other risks as the Landlord may nominate.

Insurance Premiums means insurance premiums and other charges in connection with insurance cover in respect of the Insurable Events.

Interest Rate means interest calculated daily at the rate set by the Landlord's bank as its benchmark rate for overdrafts of \$100,000.00 or more or, if there is no set rate, the annual rate of 15%.

Land means the land described in Item 6 of Schedule 1.

Landlord includes the Landlord's successors and an assignee of the reversion and, where the context permits, any person authorised by the Landlord to do any act on behalf of the Landlord for the purposes of this Lease, including a managing agent.

Landlord's Property means all the plant and equipment, fixtures, fittings, furniture and furnishings including curtains, blinds and lights in or fixed to the Premises that are not the Tenant's Property.

Lease means this lease, including the schedules, as it may be varied from time to time.

Lease Year means the period:

- (a) commencing on the Commencement Date and ending on the next 30 June;
- (b) of each 12 months commencing on 1 July until the next 30 June during the Term;
- (c) commencing on 1 July immediately preceding the expiration of the Term and ending at the expiration of the Lease.

Lettable Floor Area means in relation to any other space in the Building which is leased or intended to be leased from time to time, the floor area of that space designed and available for use for the carrying on of business in that space, calculated so far as possible using the appropriate item or items of the PCA method of measurement published at the time when first measured or subsequently remeasured for measuring the lettable area of premises of a similar kind to the Premises.

Market Rent Review Date means the dates specified in Item 13 of Schedule 1.

Original Term means the Term as defined herein.

Outgoings means Statutory Outgoings and Variable Outgoings but excluding;

- (a) any amounts which are costs or expenses for structural works, repairs or replacements;
- (b) any cost or expenses of a capital nature; and
- (c) any amount recoverable from another tenant or occupant of the Land.

Payment Date means the date set out in Item 12 of schedule 1 and includes the Commencement Date.

Premises means the premises described in Item 4 of schedule 1.

Rates and Taxes means rates, land taxes and other charges imposed by an Authority in relation to this Lease, the Premises, the Building, the Land or property which includes the Premises. It includes any land tax calculated on a single holding basis, but excludes any income tax payable by the lessors on income derived from the Premises or the building and any capital gains tax payable in respect of the building.

Relevant Authority or Relevant Authorities means any person, body or corporation or any municipal, statutory or other authority or body having jurisdiction over the Premises or to whose systems the Premises are or will be connected.

Rent means the amount specified in Item 9 as it may be varied under this Lease from time to time.

Rent Commencement Date means the date specified in Item 8 of Schedule 1.

Schedule means the Schedule to this Lease.

Security Interest means any mortgage, charge, sub-demise, lien, trust or power, which is a security for the payment of money or compliance with any other obligation.

Services means services running through or servicing the Premises including the Air-conditioning Plant, power, water, sewerage, gas, telecommunications and fire sprinkler system.

Statutory Outgoings means Rates and Taxes and municipal and water rates of a periodic nature assessed or charged on the Land including:

- (a) water drainage and sewerage rates;
- (b) local authority rates including fire services levy;
- (c) land tax and MRIT;
- (d) water consumed beyond allowance; and
- (e) fire services.

Tenant includes the Tenant's successors and an assignee, a subtenant or any other person having a right to possess, use or occupy the Premises.

Tenant's Business means the business carried on by the Tenant on the Premises.

Tenant's Employees, agents and customers means each of the Tenant's employees, agents, service suppliers, sublessees, licensees, customers and other visitors, and any other person who at any time is on the Premises with the Tenant's consent (express or implied).

Tenant's Property means any plant or equipment, fixtures, fittings, furniture and furnishings or other property which the Tenant brings on or fixes to the Premises including Air-conditioning Plant.

Tenant's Proportion means the proportion that the Lettable Floor Area of the Premises bears to the Total Lettable Area of the Building from time to time as set out in item 16 of Schedule 1.

Tenant's Proportion of Outgoings means the proportion of outgoings that the Tenant is required to pay as set out in Item 16 of Schedule 1.

Term means the terms as set out in Item 5 of Schedule 1, and includes, where the context permits, any period of holding over and any additional term of a new lease derived from an option on this Lease.

Total Lettable Area means the aggregate of all Lettable Floor Areas in the Building.

Variable Outgoings means all amounts properly paid or payable by the Landlord for a Lease Year in respect of the operation, management and administration of the Land including;

- (a) premiums on the Landlord's insurances for the Building;
- (b) plate glass insurance;
- (c) cleaning for Common Areas;
- (d) security;
- (e) rubbish removal;
- (f) charges for electricity used for lighting and power in Common Areas;
- (g) toilet requisites;
- (h) hot water systems running, repairs and maintenance;
- (i) electricity, gas and telephone services consumed;
- (j) air-conditioning repairs and maintenance;
- (k) strata company levy;
- (l) pest control;
- (m) property management fees for the Land;
- (n) care and maintenance of lawns, gardens and landscaped areas in the Common Areas;
- (o) routine maintenance of the Land and Buildings of a non-structural nature; and
- (p) providing lifts, escalators, fire detection and extinguishing equipment and security equipment to the building, including the costs or repairs and maintenance;

Valuer means a full member of the API who has been actively engaged for not less than 5 years in valuing commercial premises in Western Australia.

Wet Refuse means all wet refuse on the Premises including, but not limited to, all food waste and, where applicable, oil and grease products.

1.2 Interpretation rules

In this Lease, unless the contrary intention appears:

- (a) a reference to a statute, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them occurring at any time before or after the date of this Lease;
- (b) the singular includes the plural and vice versa;

- (c) the word "person" includes a firm, a body corporate, an unincorporated association or an Authority;
- (d) an obligation, representation or warranty:

in favour of two or more persons is for the benefit of them jointly and severally;
and

on the part of two or more persons binds them jointly and severally;
- (e) each obligation of the Landlord or the Tenant to the other of them has effect as a covenant;
- (f) where a period of time is expressed to be calculated from or after a specified day, that day is included in the period;
- (g) a reference to a month is to a calendar month;
- (h) where the word 'including' or 'includes' is used, it is to be taken to be followed by the words: 'but not limited to' or 'but is not limited to' as the case requires; and
- (i) a reference to a document (including this lease) includes any variation or replacement of it.

2. GRANT OF LEASE

2.1 Grant of Lease

The Landlord grants a lease to the Tenant and the Tenant takes a lease of the Premises for the Term as set out in Item 5(a) of the Schedule, together with the non-exclusive right for the Tenant in common with the Landlord and all other persons authorised by the Landlord (expressly or otherwise), to use the Common Areas for the purposes designated by the Landlord from time to time, on and subject to the terms of this Lease.

2.2 Common Areas

- (a) The Landlord may make reasonable rules and regulations for the control and management of the common areas and may alter them from time to time.
- (b) The Tenant must comply with any current rules and regulations about which the Landlord has notified it.
- (c) The Tenant and the Tenant's Employees and Agents have the right to use the Common Areas as is necessary for ingress, egress or passage to and from the Premises in common with other persons as is authorised by the Landlord acting reasonably.
- (d) The Tenant will do nothing which will inhibit or prevent the use of those areas by other lessees, their clients or suppliers.
- (e) The Tenant will not overload the Common Areas or suffer the same to be overloaded.

2.3 Strata title lot

Where the Premises at any time comprise the whole or any part of a strata lot:

- (a) this Lease shall be subject in all respects to all easements, rights, reservations and powers mentioned in the *Strata Titles Act 1985*.
- (b) the Tenant and the Tenant's permitted assigns, the Tenant's employees, tenants, occupiers and invitees shall have the right in common with the Landlord and the registered proprietors of all the other strata lots comprised in the strata plan of which the Premises form part and their respective assigns, employees, tenants, occupiers and invitees to use the common property comprised in the strata plan to the by-laws of the strata title company and to all rules and regulations made by the strata title company in relation thereto.
- (c) the Tenant shall comply with all by-laws and all rules and regulations made by the strata title company pursuant to its by-laws and the provisions of the *Strata Titles Act 1985*.

the Tenant shall pay all contributions and other payments in the nature of an outgoing levied by the strata title company.

3. HOLDING OVER

3.1 Holding over

- (a) If the Tenant continues to occupy the Premises beyond the expiration of the Term or any extension or renewal of this Lease and the Landlord has not requested possession of the Premises the Tenant will do so as a monthly tenant only.
- (b) The monthly tenancy will be determinable by either the Landlord or Tenant by one month's notice in writing expiring on any day of the month.

3.2 Terms of monthly tenancy

- (a) The monthly tenancy will be on the same terms as this Lease excluding in relation to payment of Rent, and other monies payable by the Tenant to the Landlord under this Lease so far as they can apply to a monthly tenancy.
- (b) The monthly rent will be determined by a market review of the rent under clause 7.2 at the end of the Term.
- (c) The monthly rent will be increased in accordance with subclause 3.2(b) above at the beginning of each Lease Year during the holding over period.

4. OPTION TO RENEW

4.1 Renewal

- (a) On the written request of the Tenant made not less than 3 or more than 6 months before the expiration of the Original Term and provided that there shall not at the time of such request be any existing breach or non-observance by the Tenant of any of the terms of this Lease the Landlord will grant to the Tenant a renewal of this Lease for the further term as set out in Item 5(b) of the Schedule (the "Renewed Term") subject to and on the same terms and conditions as are contained in this Lease except for the exclusion of this clause 4.1(a) giving the Tenant a right of renewal.
- (b) If the due observance or performance by the Tenant of its duties and obligations under this Lease shall have been guaranteed by any person then the execution by such guarantor of such documents (if any) as the Tenant may require for the purpose of affirming or renewing such guarantee for the Renewed Term shall be a condition precedent to the exercise of the Tenant's right to request such a renewal.
- (c) Subject to clause 4.1(d), if this Lease is renewed pursuant to clause 4.1(a) and on the date of commencement of the Renewed Term the rent has not been reviewed pursuant to clause 7 then the renewal shall be effective notwithstanding that the Rent shall be reviewed at a subsequent date.
- (d) If the Rent is to be reviewed pursuant to clause 7 to the Current Market Rent as at the date of commencement of the Renewed Term and the Landlord and the Tenant have not agreed the Rent to be paid as from the date of commencement of the Renewed Term then:
 - (i) the Tenant may by notice given to the Landlord at any time not more than 6 months or less than 3 months before the expiration of the Original Term request a determination of the Current Market Rent as at the date of commencement of the Renewed Term;
 - (ii) the amount of the Current Market Rent as at the date of commencement of the Renewed Term shall be determined as at the time of the request and the period within which the Tenant must exercise its right of renewal shall be varied so that the last day on which the right of renewal may be exercised is 21 days after the determination of Current Market Rent is made and notified to the Tenant in writing or the last day of the Original Term or the Renewed Term whichever is the earlier;
 - (iii) the Current Market Rent shall be determined by an independent valuer appointed by the Landlord and the Tenant, failing which, the President of the Western Australian Law Society shall appoint an independent valuer; and
 - (iv) the Landlord and the Tenant agree that the costs of the determination of the Current Market Rent shall be borne in equal shares unless the Tenant elects not to exercise its right to renew in which case the Tenant shall pay all the costs of the determination.

- (e) Time shall be of the essence in respect to this clause 4.1.

5. RENT

- (a) The Tenant is to pay the Rent to the Landlord by the monthly payments specified in item 9 of Schedule 1 in advance by way of the method prescribed by the Landlord including direct debit and cheque.
- (b) The first payment is due on the Rent Commencement Date and subsequent payments are due on the Payment Date in every month during the Term.
- (c) When Rent is payable for only part of a month, it is to be calculated as 1/365th of the Rent multiplied by the number of days in that part of the month.
- (d) The manner of the payment may include, but is not limited to, automatic bank debit authority, periodic payment authority or any other form of electronic funds transfer to the Landlord's Nominated Bank Account (as the case may be) in the sole discretion of the Landlord.
- (e) The Tenant must pay the Rent whether demanded or not and without any deductions.

6. BANK GUARANTEE

6.1 Tenant to provide bank guarantee

- (a) If the Landlord requests the Tenant to do so, the Tenant must produce to the Landlord on request an unconditional bank guarantee from a reputable financial institution in favour of the Landlord for the amount of the security deposit specified in item 10 of Schedule 1 payable on the Commencement Date and without notice to the Tenant.
- (b) The Landlord is entitled to retain the bank guarantee as the case may be as a bond against the Tenant's non-performance of this Lease and the Tenant agrees to charge the moneys the subject of the bank guarantee as the case may be with the performance of the Tenant's obligations to pay rent and the observance of all other obligations imposed on the Tenant by this Agreement.

6.2 Application of bank guarantee

- (a) The Tenant agrees that if the Tenant does not pay any money due under this Agreement then the Landlord will be entitled to, amongst other remedies, demand that the financial institution pay to the Landlord the moneys the subject of the bank guarantee necessary to satisfy the Tenant's obligation to pay outstanding moneys.
- (b) The application of and the Landlord's demand for payment under the bank guarantee will be in addition to the Landlord's remaining rights under the terms of this Agreement including:
 - (i) the right to demand the payment of further moneys to increase the security deposit amount to such sum as the Landlord decides; and

- (ii) the right to demand that the Tenant increase the amount of the funds available under the bank guarantee to such sum as the Landlord decides.

6.3 Return of bank guarantee

- (a) A reasonable time after the termination or expiration of this Agreement the Landlord will return the bank guarantee to the Tenant, unless the Landlord has had cause to have recourse to the bank guarantee as set out in this clause.
- (b) If the Landlord transfers or assigns the Landlord's rights under this Agreement then the Landlord can call on the Tenant to deliver to the transferee a substitute bank guarantee in favour of the transferee for the same amount as is secured as at the date of transfer.

7. RENT REVIEW

7.1 Fixed increase adjustments

On each Fixed Increase Date (if applicable), the Rent payable immediately prior to the relevant Fixed Increase Date is to be increased by an amount equal to the percentage specified in item 13 of Schedule 1.

7.2 Market review of rent

The Rent from and including the relevant Market Review Date is to be the amount decided under clauses 7.3 to 7.15.

7.3 Landlord's notice

The Landlord may give the Tenant a notice stating the Landlord's assessment of the current annual market rent of the Premises on a Market Review Date at any time before the Market Review Date or immediately after the relevant Market Review Date.

7.4 Tenant's dispute notice

If the Tenant wants to dispute the Landlord's assessment, it must give a dispute notice to the Landlord within 30 days after the Landlord gives its notice.

7.5 If the Tenant does not give a dispute notice

If the Tenant does not give a dispute notice on time, the Rent from and including the relevant Market Review Date is the amount stated in the Landlord's notice.

7.6 If the Tenant gives a dispute notice

If the Tenant gives a dispute notice on time, the Rent is decided under clauses 7.8 to 7.16. Until then the Tenant agrees to pay, by equal monthly instalments on account of the Rent from the relevant Market Review Date, the Rent immediately before the relevant Market Review Date and 80% of the increase sought by the Landlord.

7.7 Appointment of valuers

If the Landlord and the Tenant do not agree on the Rent within 14 days after the Tenant gives a dispute notice, the Landlord and the Tenant agree to:

- (a) each appoint a valuer to determine the Rent; and
- (b) make that appointment within a further 14 days.

7.8 Rent will be the amount stated in the Landlord's notice

If the Tenant:

- (a) does not (or both the Landlord and the Tenant do not) appoint a valuer on time, the Rent will be the amount stated in the Landlord's notice; or
- (b) appoints a valuer on time but the Landlord does not, the Rent will be decided by the Tenant's valuer. However, if a copy of the decision is not given to the Landlord within 21 days after the valuer is appointed, the Rent will be the amount stated in the Landlord's notice.

7.9 If the valuers agree on the Rent

If the valuers agree on the Rent, then the Rent will be the amount agreed. However, if the difference between their decisions is less than 2% of the total of their decision, the Rent will be one half of that total.

7.10 Rent determined by third valuer

If clause 7.9 does not apply the Rent will be decided by a third valuer who is appointed:

- (a) by the valuers appointed by the Landlord and the Tenant; or
- (b) if they do not agree on whom to appoint within 14 days after giving their decisions, by the president of the Western Australian division of the Australian Property Institute Incorporated.

7.11 Third valuer acts as an expert

The third valuer:

- (a) acts as an expert and not as an arbitrator and, subject to clause 7.16, its decision is final and binding; and
- (b) decides who must pay its costs and in what proportion if they are to be shared.

7.12 Amount decided by the third valuer

If a third valuer is appointed in accordance with clause 7.10, the amount decided by the third valuer is, subject to clause 7.16, the Rent from and including the relevant Market Review Date.

7.13 Qualifications of valuer and instructions

A valuer appointed under this clause 7:

- (a) must be a full member of at least five years' standing of the Australian Property Institute Incorporated; and
- (b) at the time of appointment must have at least 5 years' experience, and be actively engaged, in valuing comparable premises; and
- (c) must be instructed to:
 - (i) decide what the current annual market rent of the Premises is on the relevant Market Review Date:
 - A. on the basis that the Premises are available for leasing with vacant possession by a willing landlord to a willing tenant for the residue of the Term at the Market Review Date;
 - B. on the basis that the Tenant has complied with and fully performed its obligations under this Lease at the Market Review Date;
 - C. having regard to the rental values of comparable premises; and
 - D. having regard to any alterations or additions to the Premises completed at the cost of the Landlord after the date of commencement of the Term;
 - E. without taking into account the value of any fit out in the Premises paid for by the Tenant;
 - F. without taking into account the goodwill of the Tenant's Business;
 - G. without taking into account any poor condition of the Premises which is the result of a breach by the Tenant of its obligations under this Lease; and
 - H. disregarding any concessions, incentives or other inducements given to the Tenant in relation to the granting of this Lease or given to tenants of comparable premises; and
 - (ii) give a written valuation setting out what was taken into account, what was disregarded, their respective weightings and any other adjustments; and
 - (iii) give that valuation within 28 days after receiving instructions.

7.14 Valuer's cost

The Tenant agrees to pay:

- (a) The costs of any valuer appointed by the Tenant; and
- (b) If the Rent applicable from and including the relevant Market Review Date equals or exceeds the amount stated in the Landlord's notice, the Costs of the valuer appointed by the Landlord and of a third valuer. The Tenant agrees to pay those costs on demand from the Landlord.

7.15 Adjustments following market review

On the first Rent Day after the Rent is agreed or decided under clauses 7.2 to 7.16, the Tenant agrees to pay the Landlord (or the Landlord agrees to credit the Tenant with) the difference between:

- (a) what the Tenant has paid on account of Rent; and
- (b) the Rent for the period from and including the relevant Market Review Date to but excluding that Rent Day.

7.16 Rent not to decrease

Despite the provisions of this clause 7, the Rent from a Market Review Date must not be less than the Rent immediately before that Market Review Date.

8. OUTGOINGS**8.1 Tenant's Contribution to Outgoings**

- (a) The Tenant is to pay to the Landlord in advance on each Payment Date the Tenant's Proportion of the Outgoings for the month as set out in item 16 of Schedule 1.
- (b) When Outgoings are payable for only part of a month, they are to be calculated as 1/365th of the Outgoings or estimated Outgoings (calculated on an annual basis) multiplied by the number of days in that part of the month.

8.2 Estimates

- (a) In respect of each Lease Year, the Landlord is to give notice to the Tenant of the Landlord's estimate of the Outgoings and the Tenant's Proportion of Outgoings for that Lease Year at the beginning of the lease.
- (b) The Landlord may vary an estimate at any time by notice to the Tenant.

8.3 Actual Outgoings and final adjustment

The Landlord is to give notice to the Tenant of the actual Outgoings and the Tenant's Proportion of Outgoings for a Lease Year as soon as reasonably practicable after the end of that Lease Year. If the amount paid by the Tenant for the Lease Year:

- (a) is less than the amount payable in accordance with the notice given under this clause, the Tenant is to pay the difference to the Landlord; or
- (b) is greater than the amount payable in accordance with that notice, the Landlord is to pay the difference to the Tenant,

in each case, on the next Payment Date after the Landlord gives the notice or, if the Lease has then terminated, within 14 days after that notice is given.

9. SERVICE CHARGES

9.1 Charges to the Premises

The Tenant must pay all charges:

- (a) for separately metered electricity, gas and water charges to the Premises;
- (b) for telephone, facsimile and computer services connected to the Premises;

imposed or charged by any Relevant Authority for the supply of Services separately supplied to the Premises; and

9.2 Meters

- (a) The Landlord must arrange and must pay all costs for installing separate meters for recording or measuring any electricity, gas and water separately metered to the Premises by the Commencement Date.
- (b) All meters installed must be in accordance with the requirements of the assessing Relevant Authority and the Landlord must obtain the Tenant's prior approval to any tariff selected.

9.3 Services not separately metered

- (a) If a separately assessed supply of electricity, gas or water is not available to the Premises the Tenant must (subject to clause 9.3(b) below) pay the Landlord all electricity, gas and water charges assessed on the Landlord in respect of electricity, gas and water consumed in the Premises but not any amount greater than the lesser of:
 - (i) what is assessed on the Landlord; and
 - (ii) the amount the Tenant would pay if it was buying the electricity, gas or water directly from a supplier in the market plus an amount being a reasonable use of system charge based on the Landlord's costs of providing the electricity, gas or water to the Premises.

- (b) The Landlord acknowledges and agrees that it is a condition precedent to the obligation on the part of the Tenant to make any payment pursuant to clause 9.3(a) above that the Landlord produce true and correct copies of all rates notices, accounts and/or invoices issued by the Relevant Authority on account of all electricity, gas and water charges assessed on the Landlord in connection with the Premises.

10. RATES AND TAXES

10.1 Payment

- (a) It is the intention of the parties that any applicable land tax be calculated on a single holding basis.
- (b) Subject to clause 10.1(e) below, the Tenant must pay or reimburse the Landlord the Tenant's Proportion of all rates, levies and taxes assessed or charged by any Relevant Authority on the Premises.
- (c) The Tenant is to pay its proportion whether or not the rate, tax or outgoing is payable by the Landlord immediately or at some later time and whether or not the Landlord has paid it.
- (d) If the period for which any particular rate, tax or outgoing is payable does not coincide with the lease year, the amount the Tenant must pay in the first year of the lease will be adjusted proportionally. In the last year of the lease, the Tenant must pay the full amount for the period, but the amount paid will be adjusted at the end of the lease and the Landlord will pay to the Tenant the amount necessary to make the adjustment.
- (e) The Landlord acknowledges and agrees that:
 - (i) it is a condition precedent to the obligation on the part of the Tenant to make any payment pursuant to clause 10.1(a) above or any provision under this Lease; or
 - (ii) if otherwise requested in writing by the Lessee,
 - (iii) the Landlord must produce to the Tenant true and correct copies of all rates notices, accounts and/or invoices issued by the Relevant Authority on account of the Rates and Taxes assessed on the Landlord in connection with the Land and the Premises during a Lease Year or any part thereof.

10.2 Notice of estimate

The Landlord must notify the Tenant of the Landlord's estimate of the Rates and Taxes for each Lease Year and the amount payable by the Tenant for the relevant Lease Year.

11. GOODS AND SERVICES TAX

11.1 Definitions

For the purpose of this clause 11 all expressions set out in this clause bear the same meaning as those expressions in the GST Act.

11.2 Taxable supply

Except where express provision is made to the contrary, and subject to this clause 11, the consideration payable by any party under this Lease represents the value of any taxable supply for which payment is to be made.

11.3 Payment

Subject to clause 11.5, if a party makes a taxable supply in connection with this Lease for a consideration, which, under clause 11.2 or clause 11.4, represents its value, then the party liable to pay for the taxable supply must also pay, at the same time and in the same manner as the value is otherwise payable, the amount of any GST payable in respect of the taxable supply.

11.4 Treatment of Landlord's input tax credit

If this Lease requires the Tenant to pay, reimburse or contribute to an amount paid or payable by the Landlord in respect of an acquisition from a third party for which the Landlord is entitled to claim an input tax credit, the amount required to be paid, reimbursed or contributed by the Tenant will be the value of the acquisition by the Landlord plus, if the Landlord's recovery from the Tenant is a taxable supply, any GST payable under this clause.

11.5 Tax invoice

A party's right to payment under clause 11.3 is subject to a valid tax invoice being delivered to the party liable to pay for the taxable supply prior to the date which the tax invoice is due and payable.

12. ASSIGNMENT

12.1 No interest to be created without consent

Subject to clause 12.2, the Tenant is not to assign this Lease or create in favour of any person an interest in this Lease or the Premises, or allow any person to use or occupy the Premises, without the Landlord's consent.

12.2 Requirements for assignment

The Tenant may assign the Lease if:

- (a) at least thirty (30) days before the date of the proposed change in the occupation of the Premises, the Tenant:
 - (i) applies for the Landlord's consent; and

- (ii) supplies to the Landlord evidence acceptable to the Landlord that the proposed assignee is experienced in and of good reputation in relation to conducting a business Permitted by this Lease, and is financially able to conduct that business; and

the Landlord consents to the assignment, such consent not to be unreasonably withheld,

- (b) the Tenant delivers to the Landlord, before the date of the proposed change in occupation, a completed agreement, in a form prepared by or approved by the Landlord's solicitors, by which:
 - (i) the proposed assignee agrees with the Landlord to be bound by this Lease as from the date that the assignment takes effect; and
 - (ii) any guarantor required under this clause gives to the Landlord a guarantee and indemnity in the terms of that clause in respect of the liability of the assignee;
- (c) the Tenant has remedied any outstanding default on the Tenant's part or the Landlord has waived the default;
- (d) the Tenant pays to the Landlord on demand the Landlord's reasonable costs and expenses, including legal costs,
 - (i) incurred in making enquiries to satisfy itself concerning the matters specified in clause (ii); and
 - (ii) in connection with the preparation, completion and stamping of the assignment and any other related documents, and the transfer duty on all those documents;
 - (iii) if requested by the Landlord, the Tenant arranges for the proposed assignee to obtain from a bank or other person acceptable to the Landlord a guarantee of the obligations under this Lease to be assumed by the proposed assignee; and
- (e) in the case of an assignment the Tenant has withdrawn any caveat lodged by it in respect of its interest in the Premises.

12.3 Tenant remains liable

Subject to any law to the contrary, prior to the date of assignment, the Tenant remains fully liable under this Lease if the Tenant (with or without the Landlord's consent) assigns this Lease in favour of any other person.

12.4 Change in control

If the Tenant is a company, and there is a change in control of the Tenant (or if the Tenant is a subsidiary, any change in the control of its holding company):

- (a) the change in control is to be taken to be an assignment of the Tenant's interest in the Lease; and

- (b) if requested by the Landlord, the Tenant is to obtain from a bank or other person acceptable to the Landlord, a guarantee of the Tenant's obligations under this Lease on terms acceptable to the Landlord;

and in this clause:

- (c) "control" means control of the composition of the board of directors or control of more than 50% of the shares with the right to vote at general meetings or, where the Tenant is the trustee of a unit trust, more than 50% of the units or voting rights of the unit trust;
- (d) any corporation or person holding the beneficial interest in any shares, units of a unit trust or voting rights is deemed to hold a legal interest in those shares, units or voting rights; and
- (e) words defined in the Corporations Act have the meanings given to them by that law.

12.5 Exclusion of statutory provisions

The provisions of sections 80 and 82 of the *Property Law Act 1969* do not apply to this Lease.

12.6 Costs and expenses

The Tenant is to pay to the Landlord on demand all fees and expenses payable by the Landlord to any agent or consultant engaged by the Landlord in connection with a proposed assignment including the Landlord's solicitor's fees.

13. USE OF PREMISES

13.1 Possession of Premises

Possession of the Premises will be subject to the receipt of the executed Lease Document and Bank Guarantee and/or deposits.

13.2 Permitted Use

- (a) The Tenant is to:
- (i) only use the Premises for the Permitted Use as specified in item 14 of Schedule 1. The Tenant is not to use the Premises for any other purpose unless the Landlord consents;
 - (ii) seek and obtain at its own cost all relevant Authority approvals for the operation and Permitted Use of the Premises;
 - (iii) only carry on the Tenant's Business;
 - (iv) obtain, comply with and renew on time every authorisation necessary to carry on the Tenant's Business;
 - (v) conduct its business on the Premises in a professional manner; and

(vi) keep the Premises open for business during the usual hours in which a business of the type referred to is conducted.

(b) The Landlord does not represent:

- (i) that the Premises are suitable for the Permitted Use;
- (ii) that the Landlord's fittings and accessories or services are suitable for the Permitted Use;
- (iii) that the Premises may lawfully be used for the Permitted Use; or
- (iv) that the zoning of the Premises or the building will allow the Premises to be used for the Permitted Use,

and the Tenant agrees that, before signing this Lease, the Tenant made its own inquiries about zoning and the above matters.

(c) The Tenant must not:

- (i) use or allow the use of the Premises for living or sleeping;
- (ii) use of allow the use of the common areas, toilets, conveniences and the water, lighting, heating and air conditioning apparatus, and fire sprinkler systems in the Premises or the building for any purpose other than those for which they were constructed; and
- (iii) overload, or allow the overloading of the floors of the Premises by placing heavy articles on them the individual or combined weights of which exceed the design and construction limits of the Premises; and
- (iv) cause or allow any loud noise or any other nuisance, disturbance or annoyance to be made in or emanate from the Premises; and
- (v) conduct or allow any action sale, fire sale, warehouse sale or liquidation sale in the Premises; and
- (vi) mark, paint or deface any surface of the Premises or the building unless Permitted by the lease; and
- (vii) permit any rubbish to accumulate in the Premises or in the building unless confined in suitable containers that are no in public view in the building; and
- (viii) interfere with or attempt to control any part of the fire alarm, sprinkler systems, and escalator, any air conditioning equipment or any other machinery or equipment of the Landlord installed in the Premises or the building or both.

(d) The Tenant must:

- (i) comply with any statute affecting the Premises; and

- (ii) at its own cost, carry out any alterations, additions and repairs to the Premises required by any statute if necessary because of the Tenant's actions or the Tenant's use of the Premises; and
- (iii) take out and keep current all licences and permits required to carry on the business conducted in the Premises; and
- (iv) comply with the weight and positioning requirements that the Landlord prescribes for safes and other heavy articles or goods; and
- (v) at its own expense, keep the Premises free of pests.

13.3 Tenant's own enquiries

The Tenant acknowledges that the Tenant has relied on its own enquiries as to how the Premises may be used and not on any representation from the Landlord.

13.4 No Warranty by Landlord

As at the Commencement Date, the Landlord warrants that the Premises are suitable for the Permitted Use and that the Permitted Use is lawful. To the extent Permitted by law, any warranty in relation to the Premises which is implied by law is excluded and does not apply to the Premises.

14. INSURANCES

14.1 Tenant's obligations

The Tenant is to:

- (a) maintain with an insurer approved under the *Insurance Act 1973* (Cth) and approved by the Landlord in the names of the Tenant, with the interests of the Landlord and, if required by the Landlord, any mortgagee of the Landlord noted, for their respective rights and interests:
 - (i) Tenant's Public Risk Insurance of at least the minimum cover set out in item 15 of Schedule 1;
 - (ii) plate glass insurance against risks specified by the Landlord to a sum insured of at least the full replacement cost of the plate glass;
 - (iii) loss of profits insurance including burglary insurance in respect of the Tenant's Property and damage to the Premises arising from unauthorised entry;
 - (iv) insurance against interruption to the Tenant's Business;
 - (v) a policy covering fittings, accessories and stock in the Premises or associated with the business carried out on by the Tenant in the Premises. Insurance cover under this policy must be for the full insurable value of the fittings, accessories and stock against loss or damage because of fire and other risks including water, storm and rainwater damage; and

- (vi) any other insurance reasonably required by the Landlord from time to time.
- (b) in respect of those insurances, give to the Landlord certificates of currency and copies of the insurance policies of the types described at clause 14.1(a)(I) to (VI) above before taking possession under the Lease;
- (c) within seven (7) days of receiving any certificate of renewal or further policy, the Tenant must give a copy of it to the Landlord;
- (d) the Tenant must, if requested by the Landlord, show evidence of renewal of an expired policy to the Landlord;
- (e) the Tenant must not do anything directly or indirectly that might make any insurance on or relating to the Premises or the building void or voidable or which might increase the policy premium;
- (f) the Tenant must pay any increase in insurance premiums or charges incurred because of the Tenant's use of the Premises;
- (g) the Tenant must:
 - (i) comply with the insurance, sprinkler and fire alarm regulations that apply because of the use of the Premises;
 - (ii) comply with the requirements or any insurer of the Premises or of the Building; and
 - (iii) pay for any necessary alterations to the sprinkler or fire alarm installation to ensure compliance.
- (h) The Tenant must apply all money received under the plate glass insurance policy towards reinstating the damaged glass. If the money is insufficient to meet the costs of the reinstatement, the Tenant must pay the extra amount to reinstate the damaged glass to the Landlord's satisfaction; and
- (i) notify the Landlord immediately when an event occurs which may give rise to a claim under or which could adversely affect any of the insurances or any insurance is cancelled.

14.2 Variation of sum insured

The Landlord may at any time increase by a reasonable amount the minimum cover for the Tenant's Public Risk Insurance by notice to the Tenant.

14.3 Restrictions on Tenant's activities

Unless the Landlord consents, the Tenant is not to:

- (a) do or allow anything to be done which adversely affects any insurance taken out by the Landlord in connection with the Premises or which may increase the cost of obtaining that insurance;

- (b) store or use inflammable, volatile or explosive substances on the Premises except those normally used in the Tenant's Business if they are stored in proper containers and only used strictly in accordance with all relevant laws and with the Landlord's written consent; or
- (c) settle or compromise any claim under any policy of insurance relating to the Premises.

14.4 Landlord's obligations

The Landlord is to maintain with an insurer approved under the Insurance Act insurance cover against the Insurable Events for such amount as the Landlord may decide, on a replacement basis, and arrange for the Tenant's interest to be noted on the policy as a person to whom the insurance cover extends.

15. INDEMNITIES AND EXCLUSIONS

15.1 By the Tenant

The Tenant is to indemnify the Landlord and the Agent against any Loss suffered or incurred by the Landlord or the Agent arising from or in connection with:

- (a) any damage to the Premises or the Building or anything in or near the Premises or the Building; and
- (b) any injury to any person, including the Landlord, in or near the Premises or the Building,

caused or contributed to by:

- (c) an act or omission of the Tenant or of the Tenant's employees, agents and customers; or
- (d) any danger created by the Tenant or the Tenant's Employees, agents and customers, whether or not the Tenant knew of that danger.

15.2 Landlord not liable

The Landlord is not liable in respect of any loss resulting from any accident, loss of life, injury, damage, malfunction or other event in or affecting the Premises or the Building, including damage caused by water or a sprinkler system, unless caused by the negligence of the Landlord or any employee or agent of the Landlord.

16. COMPLIANCE WITH LAWS AND REQUIREMENTS

The Tenant is to comply with all requirements of any Authority and all laws in connection with the Premises, the Tenant's Property and the Tenant's Business, but the Tenant need not carry out work of a structural nature except as provided in clause 17.3.

17. REPAIR, ALTERATION AND CLEANING

17.1 Maintenance and repair

The Tenant is to at its own expense and at all times:

- (a) keep the Premises in good repair and condition;
- (b) keep the Tenant's Property and the Landlord's Property in good repair and condition and, where necessary, repair or replace items of the Landlord's Property;
- (c) if the Tenant causes damage to the Landlord's Property of a capital nature, repair or replace the Landlord's Property;
- (d) promptly repair any damage to the Building, the Premises or the Landlord's Property caused or contributed to by the Tenant or the Tenant's employees, agents and customers except when the damage is the result of an Insurable Event; but this exception will not apply if the damage is covered by an insurance policy and the insurance money is not payable by the insurer as a result of an act or omission by the Tenant or the Tenant's Employees, agents and customers;
- (e) without limiting the Tenant's obligations under clauses 17.1(b) or 17.1(d):
 - (i) immediately replace broken electric lights in the Premises;
 - (ii) promptly replace damaged glass in the Premises including plate glass and exterior show windows, with glass of the same or similar quality to that in place on the Commencement Date; and
 - (iii) carry out regular maintenance of plant or equipment which is Landlord's Property in the Premises, and if requested by the Landlord, enter into an appropriate service agreement with a service organisation;
- (f) maintain all signs in or attached to the Premises in good condition and to a standard required by the Lessor and any relevant authority;
- (g) maintain any grease traps serving the Premises, whether or not within the Premises in a clean condition; and
- (h) maintain any drains, pipes and other conduits on the Premises in a clean and free flowing condition.

17.2 No interference with Services

The Tenant is not to modify or interfere with:

- (a) the Services without the Landlord's consent; and
- (b) the drainage or water supply facilities serving the Premises or any equipment connected to those facilities.

17.3 Structural work

The Tenant is to carry out (subject to clause 17.5 and in accordance with clause 17.7) all building work of a structural nature made necessary by:

- (a) damage of the kind referred to in clause 17.1(d) (with the exception stated in that clause);
- (b) the nature of the Tenant's Business; or
- (c) use of the Premises by the Tenant or any of the Tenant's employees, agents and customers.

17.4 Notice of damage

The Tenant is to inform the Landlord of any defect or damage to the Premises or the Building or the defective operation of any of the Services immediately the Tenant becomes aware of it.

17.5 Alterations to the Premises

The Tenant may not make any alteration or addition to the Premises unless the Landlord consents.

17.6 Damage to the Premises or Building

The Tenant is not to cause damage to the Premises or the Building or allow them to be damaged.

17.7 Building work

In carrying out its obligations under this clause, the Tenant is to:

- (a) comply with the requirements of any Authority and all laws and standards;
- (b) before carrying out any building work, obtain the Landlord's approval to the plans and specifications for the work; and
- (c) carry out the building work in a safe and proper manner and under the supervision of the Landlord's consultants.

17.8 Cleaning

(a) The Tenant is to:

- (i) clean the Premises daily;
- (ii) keep the Premises clean and free from vermin and, if required by the Landlord, employ at the Tenant's cost a pest exterminator approved by the Landlord; and
- (iii) comply with the Landlord's directions in connection with cleaning.

- (b) The Landlord may also, without affecting the Tenant's obligations, carry out day to day cleaning.
- (c) Any cleaning which the Tenant is obliged to do, but fails to do, may be done by the Landlord at the Tenant's cost.

17.9 Removal and disposal of refuse

The Tenant is to:

- (a) keep the Premises clean and free from refuse;
- (b) at its cost remove Wet Refuse from the Premises daily;
- (c) regularly remove all other refuse from the Premises to an area within the Building designated by the Landlord;
- (d) separately dispose of all waste cardboard and paper resulting from the Tenant's Business in the designated recycling bins provided by the Landlord;
- (e) comply with the directions of the Landlord and the State and Local Authorities in connection with the removal and disposal of refuse.

The Tenant is not to leave rubbish bins or other containers outside the Premises except in areas designated by the Landlord for that purpose.

18. TENANT'S GENERAL OBLIGATIONS

18.1 Positive obligations

The Tenant is to:

- (a) conduct the Tenant's Business in a proper manner, including ensuring that:
 - (i) all display windows in the Premises contain high quality displays which do not detract from the style of the Building;
 - (ii) the Premises are adequately stocked and staffed;
- (b) observe the maximum floor loading weights for the Premises if any are notified by the Landlord;
- (c) securely lock all exterior doors and windows in the Premises when the Premises are not occupied;
- (d) allow persons having an interest in the Premises superior to or concurrent with the Landlord's interest to exercise the Landlord's or that other person's rights and perform their obligations in connection with the Premises;
- (e) withdraw any 'subject to claim' caveat lodged to protect the Tenant's interest under this Lease at the termination or on an assignment of this Lease;

- (f) immediately deliver to the Landlord a copy of every notice received by the Tenant relating to the Premises;
- (g) immediately notify the Landlord if the Tenant becomes aware of any threat to the Premises, including any infectious diseases, and comply with the Landlord's directions for the purpose of protecting property or persons in the Premises;
- (h) comply with any rules made by the Landlord relating to the operation and occupation of the Building and ensure that the Tenant's employees, agents and customers comply with those rules;
- (i) comply with the Landlord's reasonable directions in respect of the delivery of goods to the Premises;
- (j) comply with fire drills and emergency procedures when requested by the Landlord;
- (k) enforce in the Premises any prohibition against smoking in the Building imposed by any law or the rules or decision of the Landlord; and

18.2 Negative obligations

In connection with the Premises, the Tenant is not to, and is not to permit anyone else to:

- (a) do anything which is offensive or a nuisance;
- (b) interfere with or obstruct access to the Services;
- (c) use the facilities in or near the Premises or the Building, including the toilets and drains, for any improper purpose;
- (d) locate any signs or advertisements outside the Premises or on the inside surfaces of the windows or doors of the Premises without the Landlord's and any relevant authority's consent and such Landlord's consent will not be unreasonably withheld;
- (e) display any proprietary signs which are visible from outside the Premises;
- (f) use any radio, television or other sound producing equipment audible from outside the Premises without the Landlord's consent which may be withdrawn at any time;
- (g) advertise, solicit or tout for business or spruik, whether verbally or by the use of written materials or hoardings, in the Common Areas;
- (h) fix blinds or awnings to the outside of the Premises;
- (i) drop any article or thing from any window or doorway;
- (j) hold an auction, bankrupt, fire or closing down sale;
- (k) solicit business, leave, display or sell merchandise or distribute advertising matter in the Common Areas;

- (l) permit any other person to carry on business on or from the Premises;
- (m) use the Premises as a residence;
- (n) use any storage space forming part of the Premises for any purpose other than storage;
- (o) bring any bird, animal or reptile on the Premises without the prior written consent of the Landlord unless the Permitted Use allows it;
- (p) go on the roof of the Building or enter any part of the Building other than the Premises and the Common Areas unless with the Landlord's consent;
- (q) vacate the Premises, except as required by this Lease, or abandon the Premises;
- (r) create in favour of any person a Security Interest in the Premises, unless the Landlord consents;
- (s) lodge an absolute caveat in relation to the Tenant's interest under this Lease; or
- (t) use the building name without the Landlord's prior written approval.

18.3 Common Areas

The Tenant is not to obstruct and is to do everything reasonably necessary to prevent the Tenant's employees, agents and customers from obstructing the entrances, exits, driveways and any other parts of the Common Areas.

19. LANDLORD'S GENERAL RIGHTS AND OBLIGATIONS

19.1 Quiet enjoyment

If the Tenant complies with the Tenant's obligations under this Lease, the Tenant may hold the Premises during the Term without interruption by the Landlord, except as provided in this Lease.

19.2 Other leases of licences

The Landlord may grant a licence of any other part of the Building (including the Common Areas) to a person who carries on a business which may compete with the Tenant's Business without affecting the Tenant's obligations under this Lease.

19.3 Right to enter

- (a) The Landlord may after giving reasonable notice to the Tenant (or in an emergency, without notice) enter the Premises to:
 - (i) inspect the state of repair and condition of the Premises and, if necessary, leave a written notice requiring the Tenant to repair;
 - (ii) maintain or repair the Building;
 - (iii) maintain, repair or alter the Services;

- (iv) carry out structural alterations to the Premises which it considers necessary or works required by an Authority;
 - (v) remove harmful substances;
 - (vi) clean the Premises;
 - (vii) take inventories of fittings and accessories; and
 - (viii) remedy and defects about which the Landlord has notified the Tenant under cl 19.3(a) and which the Tenant has not remedied within a reasonable time,
 - (ix) without, in any case, affecting the Tenant's obligations under this Lease.
- (b) If the Landlord carries out any works in the Premises or in the building that the Tenant should have carried out, the Tenant must pay the Landlord on demand the costs of that work.

19.4 Inspection by prospective tenants or purchasers

The Landlord may after giving reasonable notice:

- (a) enter the Premises to allow purchasers to inspect the Premises; and
- (b) within three (3) months before the expiration of the Term, display inside or outside the Premises a sign with information indicating the availability of the Premises.

19.5 Ownership of shopfront and other structures

If a shopfront or other structure which forms an integral part of the Premises is installed by the Tenant, that shopfront or other structure ceases to be part of the Tenant's Property on the termination of this Lease and ownership of the shopfront or other structure then vests in the Landlord.

19.6 Landlord may rectify

The Landlord may, at the Tenant's expense, do anything which should have been done by the Tenant under this Lease but which has not been done or has not been done properly and the Landlord may enter the Premises for that purpose.

19.7 Works of changes in the Building

- (a) The Landlord may as it sees fit:
 - (i) alter or add to the Building, but no works may be carried out to the Premises (except as provided in clause 19.3) without the Tenant's consent;
 - (ii) install or temporarily interrupt a Service;
 - (iii) change the pedestrian or traffic layout in the Building;

- (iv) change the building name;
 - (v) attach, and remove, any signs or other advertisements on any part of the Building not included in the Premises;
 - (vi) demolish, with or without reconstruction;
 - (vii) enlarge or reduce the Building floor area;
 - (viii) renovate or refurbish;
 - (ix) change the layout, design and configuration, including changing the layout, design and configuration of the common areas; and
 - (x) change the access to the Building or to the Premises.
- (b) The Landlord will not breach the lease or be liable in tort for carrying out the works if:
- (i) Reputable contractors or tradespeople carry out the works; and
 - (ii) The works are carried out during daylight hours; and
 - (iii) Methods and practices are used that are usual for work of the kind being undertaken.

19.8 Control of the Building

The Landlord may control the use of the Building (other than the Premises) as it sees fit, including:

- (a) closing the Common Areas to the public for as long as the Landlord reasonably considers necessary;
- (b) excluding or removing any member of the public from the Building; and
- (c) restricting access to delivery and pick up areas.

19.9 Change of Landlord

From the date the Landlord ceases to be the registered proprietor of the Land:

- (a) the Landlord is released from its obligations under this Lease, including in relation to any right the Tenant may have to extend this Lease; and
- (b) the new registered proprietor of the Land becomes "the Landlord" for the purposes of this Lease.

19.10 Security Interests

The Landlord may at any time create one or more Security Interests over the Lease, the Premises or the Land

19.11 Easements or other rights

The Landlord may grant easements or other rights for any purpose unless the Tenant establishes that the easement or other right would have a material adverse effect on the benefit to the Tenant of this Lease.

20. MANAGEMENT OF THE BUILDING

20.1 Managing agent

The Landlord may appoint a managing agent to manage the Building and represent the Landlord in all or nominated matters relating to this Lease. The Landlord may at any time vary or terminate the authority of the managing agent. Communications from the Landlord supersede those from the managing agent if there is any inconsistency between them.

21. DEFAULT

21.1 Essential terms

The following obligations of the Tenant are essential terms of this Lease:

- (a) the obligation to pay money under clauses 5, 8, 9, 10; and
- (b) the obligations under clauses 12.1, 13.2, 14.1, 17.1 and Special Condition 19.4 in the Schedule.

This clause 21.1 does not prevent any other obligation of the Tenant under this Lease being an essential term.

21.2 Events of Default

An event of default occurs if:

- (a) the Tenant repudiates or commits a fundamental breach of this Lease;
- (b) the Rent is at any time unpaid for seven (7) days after becoming due, whether formally demanded or not;
- (c) the Tenant does not comply with any of its other obligations under this Lease, whether or not an essential term;
- (d) a judgment, order or a Security Interest is enforced, or becomes enforceable against the Tenant's interest in this Lease or the Tenant's Property;
- (e) an Insolvency Event occurs with respect to the Tenant;
- (f) the Tenant stops or threatens to stop carrying on the business from the Premises;
- (g) the interest of the Tenant under the lease is taken in execution; or
- (h) the Tenant or any person claiming through the Tenant conducts any business from the Premises after the Tenant has committed an act of bankruptcy.

21.3 Landlord's right to terminate

If an Event of Default occurs, the Landlord may terminate this Lease by:

- (a) re-entering the Premises without notice; or
- (b) notice to the Tenant,

except that when section 81(1) of the *Property Law Act 1969* applies, the Landlord may only terminate this Lease if the Landlord has first given to the Tenant a notice which complies with that section and the Tenant has failed to comply with that notice.

21.4 Landlord's right to turn off power

If the Tenant fails to pay any moneys due to the Landlord under this Lease when due, the Landlord may give the Tenant notice of such default stating that if the Tenant fails to pay such sum within 7 days of that notice the Landlord will or may suspend any of the Services or utilities (including power and water) to the Premises. If the Tenant fails to pay the monies in accordance with notice within that 7 days, the Landlord may suspend any of the Services or utilities provided to the Premises until those monies are paid, without prejudice to any other rights of the Landlord in respect of that or any other default under this Lease.

21.5 Removal of Tenants Property

If the Landlord terminates this Lease under clause 21.3 the Landlord may:

- (a) Realise any of the Tenant's Property left behind by the Tenant and apply any proceeds towards:
 - (i) any unpaid rent or other money; or
 - (ii) any loss or damage; or
 - (iii) the payment of storage and other expenses,

without being liable to the Tenant for trespass, detinue, conversion or negligence.

21.6 Damages

If the Landlord terminates this Lease under clause 21.3, then the Landlord is entitled to recover from the Tenant as liquidated damages, the difference between:

- (a) T in the formula, $T = R + C - RB$

Where:

R = the total of the Rent and all other amounts which would have been payable by the Tenant under this Lease if the Term had expired by effluxion of time, calculated at the rate payable at the date of termination;

C = costs and expenses incurred by the Landlord as a result of the Event of Default, including in relation to re-letting; and

RB = a rebate calculated at 5% on all amounts not accrued due at the date of termination to the extent that each amount is in fact paid earlier than it was originally due under this Lease; and

- (b) the total of the rent and other amounts which the Landlord could be reasonably expected to obtain by re-letting the Premises until the date on which the Term would have expired by effluxion of time taking into account a similar rebate to the rebate specified in clause 21.6(a), but the Landlord is not required to accept the same or similar terms as those contained in this Lease.

21.7 Indemnities

The Tenant is to indemnify the Landlord against any Loss suffered or incurred by the Landlord arising from or in connection with:

- (a) an Event of Default; or
- (b) if this Lease is terminated by the Landlord for any reason or on any ground:
- (i) the Landlord re-entering the Premises; or
- (ii) the Landlord not receiving the benefit of the Tenant performing its obligations under this Lease from the date of that termination until the date on which the Term would have expired by effluxion of time,

including in each case, legal costs and expenses relating to any of those matters. This indemnity is not affected by the Landlord accepting a repudiation of this Lease by the Tenant.

21.8 Interest on overdue money

The Tenant is to pay interest at the Interest Rate on any amount payable by it under this Lease which is not paid by the close of business five (5) business days after the due date from the date the amount becomes due for payment until it is paid and on any judgment for the Landlord in any action arising from this Lease. The interest is to be paid on demand, and is to be calculated on daily balances.

21.9 Acceptance of Rent or mitigation

- (a) The acceptance of Rent or other money under this Lease or an attempt by the Landlord to mitigate its loss is not a waiver of a preceding breach by the Tenant of its obligations under this Lease or a surrender by operation of law.
- (b) The acceptance of a late payment of any Rent does not waive the essentiality of the Tenant's obligation to pay rent.

22. TENANT'S OBLIGATIONS ON TERMINATION

22.1 Tenant to vacate

On the termination of this Lease, the Tenant is to

- (a) vacate the Premises;
- (b) subject to clause 21.5, remove the Tenant's Property;
- (c) make good to the satisfaction of the Landlord any damage caused to the Premises by such removal;
- (d) hand to the Landlord all keys to any lock in the Building which are in the Tenant's possession; and
- (e) where applicable, cease using the Building name.

except that when the termination is before the end of the Term, the Tenant is to remove the Tenant's Property and hand over the keys within three (3) days after the termination.

22.2 Abandonment of Tenant's Property

If the Tenant does not remove all the Tenant's Property in accordance with clause 22.1, the Tenant is deemed to have:

- (a) abandoned the Tenant's Property remaining on the Premises; and
- (b) appointed the Landlord the Tenant's agent for the purpose of removing the abandoned Tenant's Property from the Premises and storing it at the risk and cost of the Tenant or selling it in any manner the Landlord decides, without in either case having any liability to the Tenant.

22.3 Sale

If the Landlord sells the abandoned Tenant's Property (as agent for the Tenant):

- (a) the Landlord may apply the net proceeds firstly in satisfaction of any amount owing to the Landlord by the Tenant under this Lease and secondly in payment of the cost of removing and selling the Tenant's Property;
- (b) the Landlord is to account to the Tenant for any balance of the net proceeds; and
- (c) the provisions of this clause do not limit any other rights or remedies of the Landlord under this Lease.

22.4 Risk

The Tenant's Property remains at the Tenant's risk at all times before and after the termination of this Lease.

22.5 Condition of the Premises

When the Tenant vacates the Premises, the Tenant is to leave the Premises in good repair and condition and in a good state of decoration taking into account the Tenant's obligations under this Lease.

22.6 Reinstatement

- (a) If the Tenant makes any alterations or additions to the Premises (whether or not with the Landlord's consent) and the Landlord so requires, the Tenant is to re-instate the Premises before the termination of this Lease so that the Premises are returned to the condition they were in before the alteration or addition was made.
- (b) This includes but is not limited to, repainting all previously painted surfaces, removing all fitout and fixtures installed by the Tenant, professionally cleaning the carpets and leaving the Premises in a clean and tidy state.

23. DAMAGE TO THE BUILDING

23.1 Termination or reinstatement

If the Premises or the Building are damaged so that the whole or a substantial part of the Premises is unfit for use by the Tenant, the Landlord will give the Tenant a notice within three (3) months of the damage which either:

- (a) terminate the Lease on a date that is not less than one (1) months after the Tenant receives notice but not more than three (3) months after the damage occurred; or
- (b) informs the Tenant of the Landlord's intention to make the Premises fit for use by the Tenant.

23.2 Tenant's right to terminate

If the Landlord gives a notice under clause 23.1 and does not make the Premises or the Building fit for use by the Tenant within two (2) months from the date the damage occurs:

- (a) the Tenant may give the Landlord a notice of intention to terminate this Lease if the Landlord does not make the Premises or the Building fit for use by the Tenant within the period of one month after the date the Landlord receives the notice; and
- (b) if the Landlord does not make the Premises or the Building fit for use by the Tenant within that period the Tenant may terminate this Lease by a further notice to the Landlord.

23.3 No obligation to reinstate

Nothing in this clause 23 imposes an obligation on the Landlord to repair or reinstate the Building.

23.4 Reduction of rent

If the Premises or the Building are damaged so that the whole or a substantial part of the Premises is unfit for use by the Tenant, the Tenant may reduce payments of Rent:

- (a) by a percentage equal to the percentage loss of amenity of the Premises caused by the damage; and
- (b) from the date the damage occurs until the earlier of the date of termination of this Lease under this clause 23 or the date on which the Premises are made fit for use by the Tenant.

The extent of the loss of amenity is to be agreed between the Landlord and the Tenant or, if agreement is not reached within one month after the damage occurs, determined under clause 23.5.

23.5 Dispute resolution

A dispute arising under clause 23.4 as to the percentage loss of amenity is to be determined by a qualified person nominated by the President of the Insurance Council of Australia Limited. Either the Landlord or the Tenant may ask the President to nominate that person, who is to act as an expert and not an arbitrator.

23.6 Interim payments

If clause 23.4 applies, the Tenant is to continue making payments of Rent under this Lease by reference to the Rent payable immediately before the damage occurred until the amount of the reduction is agreed under clause 23.4 or determined under clause 23.5. Immediately afterwards, an adjustment is to be made for any amount overpaid.

23.7 Non-payment of insurance money

The Tenant's rights to terminate this Lease under clause 23.2 or to a reduction of rent under clause 23.4 do not apply if the damage is covered by an insurance policy but the insurance money otherwise payable under the policy is not payable by the insurer as a result of an act or omission by the Tenant or the Tenant's Employees, agents and customers.

24. COSTS, EXPENSES, DUTIES AND FEES

24.1 Costs and expenses

The Tenant is to pay or reimburse the Landlord on demand for:

- (a) all the Landlord's costs and expenses on a full indemnity basis in relation to:
 - (i) the negotiation, preparation, signing, stamping and (if applicable) registration of this Lease;
 - (ii) the exercise or enforcement by the Landlord of any right under this Lease, and the preparation and service of a notice under section 81 of the *Property Law Act 1969*;

- (iii) obtaining or giving any consent or approval under this Lease, or a variation or surrender of this Lease;
 - (iv) the dishonouring of any cheques which are given by the Tenant to the Landlord in payment of any monies arising under the Lease; and
 - (v) any act or omission by the Tenant causing cost or expense to the Landlord; and
- (b) in connection with any matter referred to in clause 24.1(a):
- (i) the Landlord's costs and expenses of engaging any consultant or agent; and
 - (ii) the Landlord's legal costs and expenses on a full indemnity basis.

24.2 Duties and fees

The Tenant is to pay or reimburse the Landlord on demand for all transfer duty and fees, (including fines and penalties in respect of any of them) which may be payable in connection with this Lease.

25. NOTICES

25.1 Form and address

Unless otherwise expressly provided, a notice or other communication in connection with this Lease is to be in writing and:

- (a) may be given by the relevant party or its solicitor or agent; and
- (b) in the case of a notice or other communication to the Tenant may be left at the Premises; or
- (c) in the case of a notice or other communication to either the Landlord or the Tenant may be left at or posted by registered or other similar mail to the address of the addressee or sent by facsimile or email to the facsimile number or email address of the addressee in each case as set out in Schedule 1 or to any other address, email address or facsimile number previously notified to the sender.

Where the Tenant comprises more than one person, a notice sent to one of those persons in a manner specified in clause 25.1 is effective service on the Tenant.

25.2 Receipt

Unless a later time is specified in it, a notice or other communication takes effect from the time it is received, and is taken to be received:

- (a) if left at the address of the addressee, at the time it is left;
- (b) in the case of a posted letter, on the third Business Day after posting unless, if addressed to the Landlord, it is returned to sender; and

- (c) in the case of a facsimile, on production of a transmission report by the machine from which the facsimile was sent which indicates that the facsimile was sent to the facsimile number of the recipient.

26. CONFIDENTIALITY

The parties agree that the terms of this Agreement will remain confidential unless otherwise required to be disclose to either party's financiers, accountants, lawyers, advisers or as required by operation of the law.

27. MISCELLANEOUS

27.1 Approvals and consents

Whenever the Landlords' approval or consent is required under this Lease, the Landlord may give it conditionally or unconditionally or withhold it.

27.2 Remedies cumulative

The rights, powers and remedies provided in this Lease are cumulative with and not exclusive of the rights, powers or remedies provided by law independently of this Lease.

27.3 Accrued rights

The termination of this Lease for any reason does not affect the rights of the Landlord in relation to a breach of this Lease by the Tenant before the termination.

27.4 Severance

If any provision in this Lease or the application of that provision to any person or circumstance is or becomes invalid or unenforceable, then the remaining provisions of this Lease are not affected and are valid and enforceable.

27.5 Payments

With respect to payments under this Lease:

- (a) the Tenant is to make payments without set-off, counterclaim or deduction (whether legal, equitable or otherwise); and
- (b) the Landlord need not make demand for payment of any amount required to be paid by the Tenant unless a demand is expressly required.

All payments by the Tenant under this Lease are to be made by way of electronic funds transfer to the Landlord's Nominated Bank Account as specified in item 18 of Schedule 1.

27.6 Transfer of Land Act

- (a) The covenants and powers implied in every lease made under the *Transfer of Land Act 1893* are implied in this Lease, whether registered under that Act or not, except:
- (b) to the extent that they are modified by the express terms of this Lease; and

(c) the implied covenant set out in section 92(ii), which is excluded.

27.7 Limitation of liability

If the Landlord holds the Premises as the trustee of a trust, the Landlord's obligations under this Lease only bind the Landlord while the Premises are an asset of that trust. The liability of the Landlord is limited to the net value of the assets held by the Landlord as trustee of that trust.

27.8 Schedules and Special Conditions and Variations to Lease

This Lease includes the Schedules and the Special Conditions listed in the Schedules. To the extent of any inconsistency, the Special Conditions and the Variations to Lease override the general terms of this Lease.

28. GUARANTEE AND INDEMNITY

28.1 Guarantor's obligations

In consideration of the Landlord entering into this Lease at the Guarantor's request, the Guarantor:

- (a) unconditionally and irrevocably guarantees to the Landlord the due and punctual payment by the Tenant to the Landlord of all amounts payable by the Tenant under this Lease and the due compliance by the Tenant with all the Tenant's other obligations under this Lease; and
- (b) as separate undertakings:
 - (i) unconditionally and irrevocably agrees to indemnify the Landlord against all Loss incurred or suffered by the Landlord arising from or in connection with any Event of Default or as a consequence of a disclaimer of the Lease by a liquidator or trustee of the Tenant; and
 - (ii) as principal debtor agrees to pay to the Landlord on demand a sum equal to the amount of any Loss, described in clause (i).

28.2 Duration and application

This guarantee and indemnity:

- (a) continues in full force and effect until the Tenant has complied with all the Tenant's obligations under this Lease and while the Tenant:
 - (i) occupies or is entitled to occupy the Premises under this Lease or any other form of tenancy or right of occupation or as a trespasser or other unauthorised occupier; or
 - (ii) holds an equitable interest in the Premises under an agreement for lease or as a periodical tenant;
- (b) extends to the obligations of any assignee of this Lease;

- (c) extends to all extensions of this Lease and any new lease of the Premises; and
- (d) extends to claims by the Landlord for loss or damage arising from the repudiation of this Lease or breaches of the terms of this Lease by the Tenant, including the Landlord re-entering the Premises or terminating this Lease.

28.3 Waiver

The Guarantor waives:

- (a) all the Guarantor's rights as a surety in respect of this guarantee and indemnity; and
- (b) any right the Guarantor may have of first requiring the Landlord to commence proceedings or enforce the Landlord's rights against the Tenant before claiming under this guarantee and indemnity.

28.4 No prejudice to rights

The liability of the Guarantor and the rights of the Landlord under this clause are not prejudiced or otherwise affected by anything which might otherwise affect them in law or in equity, including one or more of the following:

- (a) the Landlord granting time or other indulgence to or compromising with or partially releasing in any way the Tenant or the Guarantor;
- (b) acquiescence, delay, acts or omissions on the part of the Landlord;
- (c) a variation of this Lease with or without the consent of the Guarantor;
- (d) the death, dissolution or other incapacity of the Tenant or a Guarantor;
- (e) an Insolvency Event occurs with respect to the Tenant or the Guarantor;
- (f) the fact that a Guarantor may never execute this Lease or that the execution of this Lease by a Guarantor is void or voidable;
- (g) the invalidity or unenforceability of an obligation or liability of the Tenant under this Lease;
- (h) the disclaimer of this Lease by a liquidator, administrator or trustee of the Tenant; or
- (i) the Landlord releasing, disposing of or dealing in any other way with any other Security Interest the Landlord may hold given by the Tenant or any other guarantor.

28.5 Restriction on Guarantors' claims

The Guarantor may not, without the prior written consent of the Landlord:

- (a) raise a set-off or counterclaim available to the Guarantor against the Tenant in reduction of its liability under this clause;

- (b) prove or claim in any bankruptcy, liquidation, arrangement or assignment of or in relation to the Tenant until the Landlord has received 100 cents in the \$ in respect of the money owing by the Tenant under this Lease; and the Guarantor holds in trust for the Landlord any proof or claim and any dividend received by the Guarantor; or
- (c) claim to be entitled by way of contribution, indemnity, subrogation, marshalling or otherwise to the benefit of any other security held by the Landlord in connection with this Lease.

28.6 Landlord's rights

If a claim that a payment to the Landlord in connection with this Lease is void or voidable under laws relating to insolvency or protection of creditors is upheld, conceded or compromised, the Landlord is immediately entitled as against the Guarantor to the rights to which the Landlord would have been entitled under this clause 28 if all or part of the payment had not been made.

28.7 Costs and expenses

The Guarantor agrees to pay to the Landlord on demand the Landlord's costs and expenses, including legal costs and expenses relating to any action in connection with this guarantee and indemnity, including its enforcement.

28.8 Assignment of benefit of this Lease

If the benefit of this Lease is transferred or assigned by the Landlord to any person, the benefit of this guarantee and indemnity extends to and is to be taken to be assigned to the transferee or assignee.

29. CONSENTS

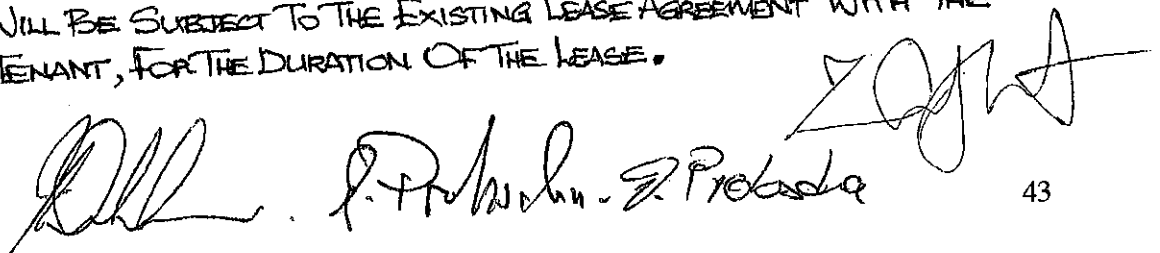
Wherever in this lease the doing or executing of any act matter or thing by a party (**First Party**) is dependent upon the consent or approval of any other party (**Second Party**) the consent or approval of the Second Party must not be unreasonably withheld and the Second Party must promptly consider the First Party's request.

30. SPECIAL CONDITIONS

The special conditions contained in item 19 of Schedule 1 shall be incorporated into this Lease.

THE TENANT WILL HAVE FIRST OPTION TO PURCHASE THE LEASE PROPERTY (PREMISES), SHOULD THE LEASE PROPERTY BE OFFERED FOR SALE BY THE LANDLORD.

IF THE LEASE PROPERTY IS SOLD TO ANOTHER PARTY, THE NEW OWNER WILL BE SUBJECT TO THE EXISTING LEASE AGREEMENT WITH THE TENANT, FOR THE DURATION OF THE LEASE.



Schedule 1

Item	Defined Term	Details
1.	Landlord	Prokscha Holdings Pty Ltd (ACN 161 952 129) as trustee for The Prokscha Custodian Trust of care of Suite 12, 398 Great Eastern Highway, Ascot in the State of Western Australia.
2.	Tenant	Turbo Air Technology Pty Ltd (ACN 072 453 377) of Level 3, 79 Stirling Street, Perth in the State of Western Australia.
3.	Guarantor	John Dubbelman of 9 Shaw Close, Brentwood in the State of Western Australia and Zlatko Somodji of Unit 3, 25 Roscorla Avenue, Yokine in the State of Western Australia.
4.	Premises	The Land being the property known as 2 Paddington Street, Bayswater in the State of Western Australia.
5.	Term	Original Term (a) five (5) years commencing on the Commencement Date and expiring on 31 January 2018. Option to renew <i>1. Feb 2018</i> <i>Prokscha</i> (b) five (5) years commencing on 1 February 2018 and expiring on 31 January 2023.
6.	Land	Portion of Swan Location S and being Lot 8 on Diagram 39925 the whole of the land in certificate of title volume 1907 folio 173 being 3,607m ² .
7.	Commencement Date	1 February 2013
8.	Rent Commencement Date	1 February 2013
9.	Rent (Clause 5)	\$198,000.00 per annum plus GST
10.	Bank guarantee	Not applicable
11.	Car Bay Fee	Not applicable
12.	Payment Date	1st day of each month

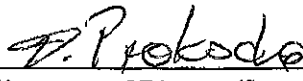
Item	Defined Term	Details
13.	Review Dates (clause 7)	4% to 5% per annum payable on each anniversary of the Commencement Date at the Landlord's discretion.
14.	Permitted Use (clause 13.2)	Industrial
15.	Tenant's Public Risk Insurance minimum cover (clause (i))	\$10 million
16.	Tenants Proportion	100%
17.	Estimated Outgoings (clause 8)	\$30,000.00 per annum
18.	Landlord's or the Landlord's agent's Nominated Bank Account	Account Name: Prokscha Holdings Pty Ltd as trustee for the Prokscha Custodian Trust Account No.: 665109 BSB: 036-062

EXECUTED AS AN AGREEMENT

EXECUTED for and on behalf of **PROKSCHA HOLDINGS PTY LTD** (ACN 161 952 129) by authority of its Directors in accordance with s.127 of the Corporations Act as Lessor:



Signature of Director



Signature of Director/Secretary


George Prokscha
Name of Director

Dolores Prokscha
Name of Director/Secretary

EXECUTED for and on behalf of **TURBO AIR TECHNOLOGY PTY LTD** (ACN 072 453 377) by authority of its Directors in accordance with s.127 of the Corporations Act as Lessor:



Signature of Director



Signature of Director/Secretary

JOHN DUBBELMAN
Name of Director

ZLATKO SOMODJI
Name of Director/Secretary

SIGNED by JOHN DUBBELMAN in the presence of:

[Handwritten Signature]
Witness Signature

[Handwritten Signature]
JOHN DUBBELMAN

JOHN WALSHAM
Witness Name in Full

SB TRINITY WAY KINGSLEY 6026
Witness Address

ESTIMATOR
Witness Occupation

SIGNED by ZLATKO SOMODJI in the presence of:

[Handwritten Signature]
Witness Signature

[Handwritten Signature]
ZLATKO SOMODJI

LES BAJKO
Witness Name in Full

12A VIRGIL AVE YOKINE 6060
Witness Address

ENGINEER
Witness Occupation

Prokscha Family Superannuation Fund

Sundry Creditor - Prokscha Superannuation Fund 2018

Funds paid to the ATO for Prokscha Family Super Fund in error

23/03/2018	Chq #200096 ATO	\$ 259.00
16/04/2018	Chq #200098 ATO	<u>\$ 8,644.69</u>
		\$ 8,903.69

*** Repaid in full 10/12/2019

* Repayment of Loan

Customer receipt.

200 | W

Office Use: 036062:N035583:1057:05

Date: 10/12/2019

Account No.	Transaction type	Amount
Seq: 736776133 #####6032	Deposit	\$8,903.69 ✓

in Prokscha Super Fund ↗
 from Prokscha Family
 Superannuation Fund
 Acc. 036-062 665096

as per Advise from Farrell 29.11.19

QUERY LIST - CLIENT

Client Prokscha Superannuation Fund Period ended 30 June 2018

Prepared by FC Date 29/11/2019

Int Sheet Ref.	QUERY	ACTION REQUIRED	Client C
	1. Tax paid for Prokscha Family Superannuation Fund 16/04/2018 Chq 98 for \$8,644.69 and 23/03/2018 Chq 96 for \$259.00 = \$8,903.69. This must be repaid from the Prokscha Family Super Fund bank account to the Prokshca Super Fund bank account	036-062 665096 tomorrow Bank! ↗ → 296032	

10.12.19
L12.

Prokscha Investments Pty Ltd

Loan to Prokscha Family Super Fund

Opening Balance		Div7A Rate	Interest	Actual Rate	Closing balance
1/07/2013	1,306,015.80	6.20%	63,347.58	4.85%	1,334,777.38
1/07/2014	1,334,777.38	5.95%	55,310.03	4.14%	1,111,150.93
1/07/2015	1,111,150.93	5.45%	48,433.63	4.36%	1,159,584.56
1/07/2016	1,159,584.56	5.40%	63,322.62	5.46%	1,217,563.79
1/07/2017	1,217,563.79	5.30%	64,362.84	5.29%	1,278,441.98
1/07/2018	1,278,441.98	5.20%	66,478.98	5.20%	1,344,920.96 \wedge

1st Day of July 2016

Between

PROKSCHA INVESTMENTS PTY LTD

ACN 101 534 025

(the 'Lender')

And

PROKSCHA HOLDINGS PTY LTD

ACN 161 952 129

**AS CUSTODIAN FOR THE
PROKSCHA CUSTODIAN TRUST
(the 'Bare Trust')**

And

PROKSCHA INVESTMENTS PTY LTD

ACN 101 534 025

**AS TRUSTEE FOR THE
PROKSCHA FAMILY SUPERANNUATION FUND
(the 'Borrower')**

LOAN AGREEMENT

THIS DEED OF LOAN is made on the 1st day of July 2016

BETWEEN: PROKSCHA INVESTMENTS PTY LTD (ACN 101 534 025) of Suite 12, 398 Great Eastern Highway, Ascot in the State of Western Australia ("**Lender**");

AND: PROKSCHA HOLDINGS PTY LTD (ACN 161 952 129) As Custodian For The Prokscha Custodian Trust of Suite 12, 398 Great Eastern Highway, Ascot in the State of Western Australia ("**Bare Trust**");

AND: PROKSCHA INVESTMENTS PTY LTD (ACN 101 534 025) As Trustee For The Prokscha Family Superannuation Fund of Suite 12, 398 Great Eastern Highway, Ascot in the State of Western Australia ("**Borrower**")

RECITALS

- A. The Borrower has requested the Lender, which request is evidenced by his execution of this Deed, to grant or provide certain financial accommodation to the Borrower.
- B. The Lender has agreed to provide such financial accommodation to the borrower in the manner and on the terms and conditions as subject to security as hereinafter specified.

THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1 Unless the context otherwise requires the following words and expressions shall have the following meaning:

- (a) "**Date of Advance**" means the date of settlement of the sale of the Security Property to the Borrower;
- (b) "**Debt**" means the sum of \$1,350,000 (One Million Three Hundred and Fifty Thousand, Dollars Only) or part thereof;
- (c) "**Event of Default**" means an event specified in clause 6 hereof;
- (d) "**Facility Completion Date**" means that date being the 1st of July 2031 (180) calendar months from the Date of Advance;
- (e) "**Interest**" means the interest accruing on the Debt referred to in clause 3 and payable in the manner specified in clause 3.2 below;
- (f) "**Interest Rate**" means the current prevailing commercial bank rate which is to be reviewed annually;
- (g) "**Secured Moneys**" means the sum total of:
 - (i) the Debt ;
 - (ii) interest accumulated on the Debt but no paid;
 - (iii) fees and expenses incurred by the Lender in connection with the preparation, execution, registration, stamping and administration of this document and the loan hereunder, and enforcement or attempted

enforcement of any of the Lender's powers herein including legal expenses;
and

(iv) all moneys for which the Borrower may become liable to the Lender by reason of any transactions occurring between them; and

(h) "Security Property" means the properties known as "Bayswater property" comprising:

(i) 2 Paddington Street Bayswater in the State of Western Australia, being more particularly described as:

A. Lot 8 on Diagram 39925

and being the whole of the land comprised on Certificate of Title Volume 1907 Folio 173; and

1.2 In this Deed, unless the context requires otherwise:

- (a) the singular includes the plural and vice versa;
- (b) reference to a gender shall include every other gender;
- (c) when two or more persons constitute a party, the covenants on their part will bind and be observed and performed by them jointly and each of them severally;
- (d) The word "person" includes a person, firm, partnership or corporation;
- (e) Headings of clauses will not affect the interpretation of this Deed;
- (f) Reference to the act of any party shall be construed as references to the act of that party, their employees, agents, invitees or any person claiming any right under that party
- (g) References to recitals, schedules, clauses, sub-clauses and paragraphs are references respectively to the recitals, schedules, clauses, sub-clauses and paragraphs of this Deed.

2. THE ADVANCE

2.1 The Lender agrees, at the request of the Borrower, to lend to the Borrower the sum of the Debt.

2.2 Provided that all Conditions Precedent to Drawdown have been complied with, the Lender shall advance to the Borrower the amount of the Debt.

2.3 In consideration for the Lender forbearing from immediately demanding and suing for repayment of the Debt the Borrower hereby agrees to pay the Debt in the manner specified at clause 3 below.

3. BORROWER'S UNDERTAKING TO PAY AND INTEREST

3.1 The Borrower shall pay to the Lender on or before the Facility Completion Date:

- (a) so much of the Debt as shall remain unpaid;
- (b) Interest calculated at the Interest Rate accumulating on the Debt as set out in clause 3 herein but unpaid;
- (c) any other part of the Secured Moneys that remains outstanding after the initial 12 month interest only period

3.2 During any period whilst any part of the Secured Moneys remains outstanding, the Borrower shall pay to the Lender Interest calculated at the Interest Rate per calendar month, each such payment due and payable in arrears on the last day of each calendar month.

3.3 The Borrower shall pay the following amounts to the Lender:

- (a) On or before date, the sum of One Million Three Hundred and Fifty Thousand Dollars (\$1,350,000.00) plus interest calculated pursuant to clause 3.2 above; and
- (b) On or before date, the sum of One Million Three Hundred and Fifty Thousand Dollars (\$1,350,000.00) plus interest calculated pursuant to clause 3.2 above.

3.4 Notwithstanding the provisions of clause 3.1 above, the Borrower covenants and agrees that it shall repay the Secured Moneys in full without the need for demand by the Lender.

3.5 The Lender's right to repayment hereunder is limited to recourse that the Lender has to the Security Property and any funds obtained from realisation of the Security Property. Nothing in the Loan Agreement shall be taken to give the Lender the right to make demand from, take proceedings against, or recover any payment from Prokscha Investments (ACN 101 534 025) As Trustee for the Prokscha Family Superannuation Fund.

4. EVENTS OF DEFAULTS

4.1 The following are Events of Default:

- (a) failure by the borrower to pay any of the Debt in accordance with this Deed;
- (b) failure by the borrower to comply with any of its undertakings or covenants in, or an event occurring which is (whether of itself or at the option of any person) an event of default under:

- (i) this Deed;
 - (ii) any other security given by the Borrower to the Lender;
 - (iii) any other agreement between the Borrower and the Lender or between the Borrower and any other person in relation to moneys borrowed; or
 - (iv) any security given over the Security Property to any person other than the Lender;
- (c) the Borrower stopping payment, ceasing to carry on business or threatening to do either of those things;
 - (d) the Borrower convening a meeting of its creditors or proposing or entering into any scheme of arrangement or composition for the benefit of its creditors without the Lender's prior written consent;
 - (e) a receiver, receiver and manager or inspector being appointed in respect of the Borrower or the whole or any part of its undertaking, property or assets or any steps being taken for the appointment of such a person;
 - (f) any creditor of the Borrower levying or attempting to levy any distress or execution against any asset, or obtaining a garnishee order in respect of any debt.

4.2 Upon the occurrence of an Event of Default:

- (a) The whole of the Secured Moneys shall become immediately due and payable;
- (b) The Borrower shall become liable to pay the Interest at Default Rate, as and from the date of the Event of Default; and
- (c) The Lender shall be entitled to exercise its rights pursuant to the security provided by this Agreement.

5. SECURITY

- 5.1 As security for the performance of the provisions of this Agreement, the Borrower hereby grants to the Lender an equitable mortgage over the Security Property.
- 5.2 The security granted hereunder shall be collateral to any other security as may be granted by the Borrower.
- 5.3 In the event of Default, the Lender may exercise its rights against any or all of the securities granted under this Agreement, in its unfettered discretion.
- 5.4 The parties acknowledge and agree that the Lender shall be entitled to register a caveat over each of the Security Property to protect its interest in the same.

6. APPLICATION OF MONEYS

- 6.1** Moneys received as a result of the exercised by the Lender of its rights and powers under this Deed or any collateral security shall be applied as follows:
- (a) Firstly, in or towards discharge of that part of the Secured Moneys being costs, charges and expenses and any other amounts incurred in or incidental to the exercise or attempted exercise or enforcement by the Lender or a receiver of any rights or powers under this Deed;
 - (b) Secondly, in or towards discharge of the balance of the Secured Moneys in such manner and order as the Lender may determine in its absolute discretion; and
 - (c) Thirdly, to pay any surplus moneys to the Borrower or any other person who may in the opinion of the Lender be entitled to those surplus moneys. In particular, the Lender may pay the balance of sale proceeds to any subsequent encumbrance, Lender or charge whether registered or not or may pay such proceeds into Court by way of interpleader without incurring any liability to the Borrower.
- 6.2** Any surplus moneys available under clause 6.1 shall not bear interest, and the Lender's liability to account for them may be discharged in full by crediting them to an account in its books in the name of the person to whom they are payable, unless paid into Court.
- 6.3** In applying any moneys towards satisfaction of the Secured Moneys, the borrower shall be credited only with so much of those moneys as are actually received by the Lender and such credit is to date from the time of such receipt. This provision shall apply notwithstanding that in exercising any power of sale the Lender or any receiver may have transferred the Business (In whole or in part) and taken a Deed to secure the unpaid balance.

7. NO DUTY OF ENQUIRY

- 7.1** It shall not be necessary for any purchaser or lessee from the lender or for any person to whom is tendered for registration any instrument duly executed by the Lender or any substitute of the Lender acting as attorney to inquire with respect to this Deed:
- (a) whether the Debt is in fact owing or payable;
 - (b) whether any default has been made;
 - (c) whether the power of sale or any other power which the Lender or any receiver may have exercised or attempted to exercise has properly arisen or been properly or regularly exercised; or
 - (d) as to any other matter or thing in relation to the due execution of any power or otherwise;

and any such person shall not be affected by express or constructive notice that the Secured Moneys have actually been paid or that default has not been made or that any such power has not arisen or been properly or regularly exercised or that the receiver has not been properly appointed or as to any other act, matter or thing.

8. POWER OF ATTORNEY

8.1 For the purposes of the Lender executing its powers hereunder if an Event of Default occurs the Borrower hereby irrevocably appoints the Lender the attorney (with power to appoint and remove a substitute or substitutes) of the Borrower with power which the Borrower may be obliged to do or execute under this Deed or as may be necessary or expedient to give effect to any right of power conferred on the Lender or a receiver by this Deed, by statute or otherwise.

8.2 The Borrower agrees to ratify anything done by an attorney in accordance with this clause 8.

9. MISCELLANEOUS

9.1 This Deed shall be governed by and construed by reference to the law of Western Australia.

9.2 Any demand notice consent or other communication to be made or given under this Deed shall be in writing and signed by the party giving it and shall be served either by delivery by facsimile or by pre-paid registered mail to the address or the facsimile number of the party as herein specified or at the last known address of such party. All notices sent by post shall be deemed to be received on the date of delivery or at the expiration of 48 hours after it has been posted. Notices sent by facsimile transmission shall be deemed to be received and delivered on the date of transmission.

9.3 This Deed may be executed in any number of counterparts and the counterparts, when taken together, shall comprise the whole agreement.

EXECUTED as a Deed

Signed by the said)
PROKSCHA INVESTMENTS PTY LTD)
ACN 101 534 025)
in accordance with its Constitution and)
Section 127 of the Corporations Act)
2001 in the presence of)

G. Prokscha
Director:
Name: George Prokscha

D. Prokscha
Director/Secretary
Name: Dolores Prokscha

Signed by the said)
PROKSCHA HOLDINGS PTY LTD)
ACN 161 952 129)
AS CUSTODIAN FOR THE)
PROKSCHA CUSTODIAN TRUST)
in accordance with its Constitution and)
Section 127 of the Corporations Act)
2001 in the presence of)

G. Prokscha
Director:
Name: George Prokscha

D. Prokscha
Director/Secretary
Name: Dolores Prokscha

Signed by the said)
PROKSCHA INVESTMENTS PTY LTD)
ACN 101 534 025)
AS TRUSTEE FOR THE)
PROKSCHA FAMILY SUPERANNUATION FUND)
in accordance with its Constitution and)
Section 127 of the Corporations Act)
2001 in the presence of)

G. Prokscha
Director:
Name: George Prokscha

D. Prokscha
Director/Secretary
Name: Dolores Prokscha

2013

PROKSCHA INVESTMENTS PTY LTD
ACN 101 534 025
(the "Trustee")

SELF MANAGED SUPERANNUATION FUND – DEED OF TRUST
THE PROKSCHA FAMILY SUPERANNUATION FUND

Superannuation Particulars

Name of Fund	THE PROKSCHA FAMILY SUPERANNUATION FUND
Trustee	PROKSCHA INVESTMENTS PTY LTD ACN 101 534 025 of care of Beattie & Associates, 398 Great Eastern Highway, Ascot in the State of Western Australia.
Commencement	15 January 2013
Members	GEORG SILVESTER PROKSCHA and DOLORES PROKSCHA both of 33 Kirkpatrick Crescent, Noranda in the State of Western Australia.

Self Managed Superannuation Fund – Deed of Trust

The Prokscha Family Superannuation Fund

This Deed of Trust is made by:

PROKSCHA INVESTMENTS PTY LTD ACN 101 534 025 of care of Beattie & Associates, Suite 12, 398 Great Eastern Highway, Ascot in the State of Western Australia (the "Trustee").

Declaration of Trust

1. Trustee establishes an indefinitely continuing superannuation fund called the **PROKSCHA FAMILY SUPERANNUATION FUND** according to this Deed as a self managed superannuation fund as defined under the SIS Legislation to:
 - (1) provide superannuation benefits to Members;
 - (2) while the Trustee of the Fund are natural persons, to also allow these superannuation benefits by way of old-age pensions;
 - (3) act for any other purposes as permitted from time to time by the SIS Legislation.
2. The Trustee declares this trust and agrees to act as the Trustee of the Fund.
3. The Trustee wishes to maintain the Fund as a complying superannuation fund under the SIS Legislation.
4. The Fund also has the flexibility of becoming another type of superannuation fund under the SIS Legislation.
5. The Trustee is aware that all new members to this fund must receive an up to date Product Disclosure Statement.

This document states

1. What do these Words mean?

Unless a contrary intention appears:

- 1.1 **"Actuary"** a practising member of the Institute of Actuaries of Australia or any other actuaries approved by the Relevant Requirements.
- 1.2 **"Allocation Date"** the dates the Trustee may from time to time determine, however, if a Trustee receives a contribution and the Relevant Requirements require the Trustee to allocate the contribution within a certain time period then the Allocation Date is no longer period than the Relevant Requirements require.
- 1.3 **"Allocation Period"** a period ending on an Allocation Date and starting the day after the previous Allocation Date. The first Allocation Period is such period as the Trustees determine.
- 1.4 **"Approved Fund"** a superannuation fund, approved deposit fund, eligible roll-over fund, retirement savings account, small accounts holding reserve or other approved funds including a pension fund or annuity arrangement which can accept a transfer from the Fund of a Member's Benefit or is authorised to transfer a Member's Benefit to the Fund in compliance with the Relevant Requirements.
- 1.5 **"Asset-test Exempt Pension"** a Benefit that is paid as a Pension that is exempt or excluded from the assets test under relevant provisions of the *Social Security Act 1991 (Cth)* or the *Veterans Entitlement Act 1986 (Cth)* (and any applicable regulations).

DATE OF THIS DEED: The 15th day of January 2013

TRUSTEE: PROKSCHA INVESTMENTS PTY LTD ACN 101 534 025


MEMBERS: GEORG SILVESTER PROKSCHA
DOLORES PROKSCHA

NAME OF FUND: THE PROKSCHA FAMILY SUPERANNUATION FUND

EXECUTED for and on behalf of)
 PROKSCHA INVESTMENTS PTY LTD)
 ACN 101 534 025)
 by authority of its Directors in)
 accordance with Section 127 of the)
 Corporations Act in the presence of:)



 Georg Silvester Prokscha
 Director



 Dolores Prokscha
 Director/Secretary

Interest Received 2019

Account: 66-5109

Date	Amount
31/07/2018	\$ 18.21
31/08/2018	\$ 18.56
28/09/2018	\$ 18.14
31/10/2018	\$ 23.14
30/11/2018	\$ 22.00
31/12/2018	\$ 23.80
31/01/2019	\$ 24.78
28/02/2019	\$ 23.36
29/03/2019	\$ 25.48
30/04/2019	\$ 30.04
31/05/2019	\$ 30.82
28/06/2019	\$ 27.97
	<u>\$ 286.30</u>

Account: 66-5096

Date	Amount
31/07/2018	\$ 26.71
31/08/2018	\$ 25.90
30/09/2018	\$ 22.14
31/10/2018	\$ 6.57
30/11/2018	\$ 5.97
31/12/2018	\$ 6.17
31/01/2019	\$ 6.18
28/02/2019	\$ 5.58
29/03/2019	\$ 5.78
30/04/2019	\$ 6.38
31/05/2019	\$ 6.18
28/06/2019	\$ 5.58
	<u>\$ 129.14</u>

Account: Westpac Term Deposit 83-0020

Date	Amount
2/07/2018	\$ 2,295.32
30/11/2018	\$ 2,832.42
30/12/2018	\$ 424.40
30/04/2019	\$ 2,253.57
	<u>\$ 7,805.71</u>

Total Interest \$ 8,221.15

PROKSCHA FAMILY SUPERANNUATION FUND

Ledger Entries Report for the year ending 30 June, 2019

Date	Trans No	Chq/Rec	Description	Code	Debit	Credit	Total
Account number 0575 - Interest received							
31/07/2018	000000008	R	INTEREST			18.21	(18.21)
31/08/2018	000000011	R	INTEREST			18.56	(36.77)
28/09/2018	000000016	R	INTEREST			18.14	(54.91)
28/09/2018	000000083	R	INTEREST			74.75	(129.66)
31/10/2018	000000021	R	INTEREST			23.14	(152.80)
30/11/2018	000000025	R	INTEREST			22.00	(174.80)
31/12/2018	000000030	R	INTEREST			23.80	(198.60)
31/12/2018	000000064	R	INTEREST			18.71	(217.31)
31/01/2019	000000036	R	INTEREST			24.78	(242.09)
28/02/2019	000000042	R	INTEREST			23.36	(265.45)
29/03/2019	000000045	R	INTEREST			25.48	(290.93)
29/03/2019	000000065	R	INTEREST			17.54	(308.47)
30/04/2019	000000049	R	INTEREST			30.04	(338.51)
31/05/2019	000000053	R	INTEREST			30.82	(369.33)
28/06/2019	000000061	R	INTEREST			27.97	(397.30)
28/06/2019	000000066	R	INTEREST			18.14	(415.44)
30/06/2019	000000002	J	Interest received on share of TD			7,805.71	(8,221.15)
Total						8,221.15	✓

Prokscha Family Superannuation Fund

Rental Income Reconciliation 2019

Address: 2 Paddington Street, Bayswater WA 6053

	Tenant Turbo Air Technology Pty Ltd	Tenant Turbo Air Technology Pty Ltd	Totals
Mthly	\$ 16,500.00	Mthly \$ 19,000.00	
GST	\$ 1,650.00	GST \$ 1,900.00	
Total	\$ 18,150.00	\$ 20,900.00	
Jul 18 - Oct 18	\$ 72,600.00	Nov 18 - Jun 19 \$ 167,200.00	\$ 239,800.00
Ex GST	\$ 66,000.00	\$ 152,000.00	\$ 218,000.00

Payments
(As per B/S)

5/07/2018	\$ 18,150.00
6/08/2018	\$ 18,150.00
6/09/2018	\$ 18,150.00
11/09/2018	\$ 11,639.36
3/10/2018	\$ 20,900.00
5/11/2018	\$ 18,150.00
5/12/2018	\$ 18,150.00
6/12/2018	\$ 2,750.00
17/12/2018	\$ 1,340.76
7/01/2019	\$ 20,900.00
21/01/2019	\$ 5,143.32
7/02/2019	\$ 20,900.00
11/02/2019	\$ 2,231.95
8/03/2019	\$ 21,524.36
5/04/2019	\$ 20,900.00
6/05/2019	\$ 21,537.00
14/06/2019	\$ 20,900.00
	\$ 261,416.75

\$ 261,416.75

Ex GST \$ 237,709.51

Summary

Rent	\$ 218,000.00
Outgoings	\$ 19,709.51
	\$ 237,709.51

PROKSCHA FAMILY SUPERANNUATION FUND
Ledger Entries Report for the year ending 30 June, 2019

Page 1 of 2
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Date	Trans No	Chq/Rec	Description	Code	Debit	Credit	Total
Account number 0620 - Rents received							
05/07/2018	000000007	R	DEPOSIT TURBO AIR TECHNO	GST		16,500.00	(16,500.00)
06/08/2018	000000010	R	DEPOSIT TURBO AIR TECHNO	GST		16,500.00	(33,000.00)
06/09/2018	000000014	R	DEPOSIT TURBO AIR TECHNO	GST		16,500.00	(49,500.00)
11/09/2018	000000015	R	DEPOSIT TURBO AIR TECHNO	GST		10,581.24	(60,081.24)
03/10/2018	000000018	R	DEPOSIT TURBO AIR TECHNO	GST		19,000.00	(79,081.24)
05/11/2018	000000023	R	DEPOSIT TURBO AIR TECHNO	GST		16,500.00	(95,581.24)
05/12/2018	000000027	R	DEPOSIT TURBO AIR TECHNO	GST		16,500.00	(112,081.24)
05/12/2018	000000028	R	DEPOSIT TURBO AIR TECHNO	GST		2,500.00	(114,581.24)
17/12/2018	000000029	R	DEPOSIT TURBO AIR TECHNO	GST		1,218.87	(115,800.11)
07/01/2019	000000032	R	DEPOSIT TURBO AIR TECHNO	GST		19,000.00	(134,800.11)
21/01/2019	000000035	R	DEPOSIT TURBO AIR TECHNO	GST		4,675.75	(139,475.86)
07/02/2019	000000038	R	DEPOSIT TURBO AIR TECHNO	GST		19,000.00	(158,475.86)
11/02/2019	000000039	R	DEPOSIT TURBO AIR TECHNO	GST		2,029.05	(160,504.91)
08/03/2019	000000044	R	DEPOSIT TURBO AIR TECHNO	GST		19,000.00	(179,504.91)
08/03/2019	000000044	R	DEPOSIT TURBI AIR TECHNO	GST		567.60	(180,072.51)
05/04/2019	000000047	R	DEPOSIT TURBO AIR TECHNO	GST		19,000.00	(199,072.51)
06/05/2019	000000051	R	DEPOSIT TURBO AIR TECHNO	GST		19,000.00	(218,072.51)

PROKSCHA FAMILY SUPERANNUATION FUND
Ledger Entries Report for the year ending 30 June, 2019

Page 2 of 2
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Date	Trans No	Chq/Rec	Description	Code	Debit	Credit	Total
06/05/2019	000000062	R	DEPOSIT TURBO AIR TECHNO	ITS		637.00	(218,709.51)
14/06/2019	000000059	R	DEPOSIT TURBO AIR TECHNO	GST		19,000.00	(237,709.51)
Total						<u>237,709.51</u>	

Prokscha Family Superannuation Fund

Outgoings Reconciliation 2019

Payments	Description	Amount	Invoices	GST	Recovered
22/03/2019	ASIC	\$ 342.00	\$ 342.00	\$ -	
15/11/2018	BGC Steel	\$ 4,445.06	\$ 4,445.06	\$ 404.10	
30/11/2018	BGC Steel	\$ 421.87	\$ 421.87	\$ 38.35	
4/02/2019	BTFMS	\$ 516.79	\$ 516.79	\$ 46.98	
16/08/2018	City of Bayswater	\$ 10,945.98	\$ 10,945.98	\$ -	\$ 10,945.98 \$ 9,950.89
16/01/2019	Land tax	\$ 2,231.95	\$ 2,231.95	\$ -	\$ 2,231.95 \$ 2,029.05
22/05/2019	McKenna Hampton	\$ 4,160.00	\$ 4,160.00	\$ 346.00	
18/01/2019	MHE-Demag Aust	\$ 5,143.32	\$ 5,143.32	\$ 467.57	5143.32 4675.75
14/01/2019	Topline Roofing	\$ 4,400.00	\$ 4,400.00	\$ 400.00	
16/08/2018	Water Corp	\$ 693.38	\$ 693.38	\$ -	\$ 693.38 \$ 630.35
12/11/2018	Water Corp	\$ 662.43	\$ 662.43	\$ -	\$ 662.43 \$ 602.21
18/12/2018	Water Corp	\$ 678.33	\$ 678.33	\$ -	\$ 678.33 \$ 616.66
1/03/2019	Water Corp	\$ 624.36	\$ 624.36	\$ -	\$ 624.36 \$ 567.60
26/04/2019	Water Corp	\$ 637.00	\$ 637.00	\$ -	\$ 637.00 \$ 637.00
17/06/2019	Water Corp	\$ 633.97	\$ 633.97	\$ -	
		<u>\$ 36,536.44</u>		<u>\$ 1,703.00</u>	<u>21616.75 19709.51</u>
	GST	<u>\$ 1,703.00</u>			
(As per B/S)		<u>\$ 34,833.44</u>			
			Ex GST		
	ASIC	\$ 342.00	\$ 342.00		
	Repairs & Maint	\$ 9,266.93	\$ 8,424.48		
	Insurance	\$ 4,160.00	\$ 3,814.00		
	Water	\$ 633.97	\$ 633.97	(June 2019)	
	Accounting Fees	\$ 516.79	\$ 469.81		
		<u>\$ 14,919.69</u>	<u>\$ 13,684.26</u>		
	Outgoings Recovered				
	Water	\$ 3,295.50			
	Repairs & Maint	\$ 5,143.32			
	Land tax	\$ 2,231.95			
	Council rates	\$ 10,945.98			
		<u>\$ 21,616.75</u>			
		\$ 36,536.44			



ASIC
Australian Securities & Investments Commission

Inquiries
www.asic.gov.au/invoices
1300 300 630

ABN 86 768 265 615

PROKSCHA HOLDINGS PTY LTD
BTFMS PTY LTD
PO BOX 795 MORLEY WA 6943

INVOICE STATEMENT
Issue date 19 Mar 19
PROKSCHA HOLDINGS PTY LTD

*paid 20.3.19 Pr. Hold.
ch. no. 200155*

ACN 161 952 129
Account No. 22 161952129

Summary

Opening Balance	\$263.00
New items	\$79.00
Payments & credits	\$0.00
TOTAL DUE	\$342.00

Please pay

Immediately \$342.00

- Amounts are not subject to GST. (Treasurer's determination - exempt taxes, fees and charges).
- Payment of your annual review fee will maintain your registration as an Australian company.

Transaction details are listed on the back of this page

If you have already paid please ignore this invoice statement.

- Late fees will apply if you do NOT
 - tell us about a change during the period that the law allows
 - bring your company or scheme details up to date within 28 days of the date of issue of the annual statement, or
 - pay your review fee within 2 months of the annual review date.
- Information on late fee amounts can be found on the ASIC website.



ASIC
Australian Securities & Investments Commission

TOTAL DUE \$342.00
Immediately \$342.00

PAYMENT SLIP
PROKSCHA HOLDINGS PTY LTD

Payment options are listed on the back of this payment slip

ACN 161 952 129 Account No: 22 161952129

	Billier Code: 17301
	Ref: 2291619521290



22 161952129

*614 129 0002291619521290 04

Our Traktscha Holdings < reading you for Skywater.



BGC (Australia) Pty Ltd T/A BGC Steel A.C.N. 005 736 005 A.B.N. 62 005 736 005 008

131 Barrister Road (ent Cook St),
Canning Vale,
Western Australia 6155
Telephone: (08) 9394 4526
Facsimile: (08) 9394 4949
Email: steel@bgc.com.au
Web: bgcsteel.com.au

PHONE ORDER / QUOTATION

No. 5428

SS 328 987

DATE: 12.11.18

PICK UP DELIVERY

CLIENT: HILK POP PIPOS

REQUIRED DATE: 15.11.18

ORDER NUMBER: CASL SAV

SITE ADDRESS: 2 PADDYGOO ST

ADDRESS: BAYSWATER

CONTACT: GORDON - 0457 486 495
RESERVE POOL REAR SWED

DESCRIPTION	QTY	LENGTH	LMETRES	PRICE	TOTAL
STEELWAD - ZUCAWUNE	44	7050	310	4.99	2478
* SQUARE HOE QUATER ZUCAWUNE	6	5500	3300	8.49	2801
F44503ZA - STD FLAT TOP RIDGE - ZUCAWUNE	3	5500	1650	8.09	1337
STD APPRO FASHING ZUCAWUNE	4	3900	1560	5.04	48.62
F43005ZA - STD ETYPE BARGE - ZUCAWUNE	4	3900	1560	8.69	135.56
* PS 99717 - P. G.W.O.					

This quote incorporates BGC Steel Supply Terms and Conditions ('Agreement'), as in place and published at the date of this quote, which are available on our website at www.bgcsteel.com.au. The purchaser's terms and conditions, howsoever provided, do not form part of the Agreement

READ BACK
SUB TOTAL
G.S.T.
TOTAL Incl. G.S.T.

TAKEN BY: G. S. ASZAL



BGC (Australia) Pty Ltd T/A BGC Steel A.C.N. 005 736 005 A.B.N. 62 005 736 005 008

131 Barnimber Road (Cnr Cook St),
Canning Vale,
Western Australia 6155
Telephone: (08) 9394 4526
Facsimile: (08) 9334 4949
Email: steel@bgc.com.au
Web: bgcsteel.com.au

PHONE ORDER / QUOTA

No. 6549

Cheque No: 200176

Postal Address:
P.O. Box 1452
Canning Vale
Western Australia 6970

DATE: 29.11.18

CLIENT: PROTSCHA HOLDINGS

ORDER NUMBER:

PICK UP DELIVERY

REQUIRED DATE: 12.18

SITE ADDRESS: P. 14-07

ADDRESS: CASH SALE

CONTACT: GORDON EAST 486495

DESCRIPTION	QTY	LENGTH	L/METRES	PRICE	TOTAL
STEELWAD 2400 OR FIBREGLASS SHEETING cut 100-1500	1	1800	1.80	18.60	84.84
SILICONE - GRAY	20			6.10	122.00
E4503ZA - STD FLASH POP RIDGE CAP - ZINCALUME	2	3600	4.20	9.54	68.69
E4503ZA - FLASH POP ZINCALUME	2	1700	3.40	14.00	47.60
E4502ZA - FLASH POP ZINCALUME	2	1700	3.40	8.95	30.43
UNIVERSAL QUATER GIPS 20				1.15	23.00
				SUB TOTAL	
				G.S.T.	
				TOTAL Incl. G.S.T.	

This quote incorporates BGC Steel Supply Terms and Conditions ("Agreement"), as in place and published at the date of this quote, which are available on our website at www.bgcsteel.com.au. The purchaser's terms and conditions, howsoever provided, do not form part of the Agreement

READ BACK

TAKEN BY: G. STASZAL

~~BTFMS~~ ACCOUNTING & TAXATION

Accountants | Taxation Advisors | Financial Management | Estate Planning

Strictly Private & Confidential

Tax Invoice
No 09/04780

25th January 2019

*Prokscha Holdings.
cheque No: 200152
31-1-19*

Mr. G Prokscha
33 Kirkpatrick Crescent
NORANDA WA 6062

Good afternoon George,

We thank for engaging our services. Your business is most welcomed and appreciated.

In consideration for our services, we enclose for your attention our fee for the professional services provided pursuant to your verbal instructions and authority to attend to:

- Your instructions to prepare the 30th June 2018 Financial Statements and Income Tax Return for Prokscha Holdings Pty Ltd
- Undertake a number of researches through the Tax Agents Portal to reconcile the information that was provided to the ATO data base.
- The preparation of Financial Statements including Profit & Loss Statements, Balance Sheet, Notes to Accounts & Income Tax Return & accompanying schedules for the period ended 30th June 2018.
- The preparation of annual minutes & other statutory records for the period ended 30th June 2018.
- The filing of working papers.
- The Electronic lodgment of Income Tax Returns with the Australian Taxation Office for the period ended 30th June 2018 upon return of the signed documents.
- Correspondence from the Australian Taxation Office to yourself.
- The payment of disbursements expended including printing, scanning and email charges.

<i>Our fee for the total services rendered as noted hereto</i>	\$469.81
<i>Plus G.S.T. of 10%</i>	<u>\$ 46.98</u>
Total amount due for payment	<u>\$516.79</u>

"... Working with you for better results"

Suite 12, 398 - 412 Great Eastern Highway Ascot WA 6104

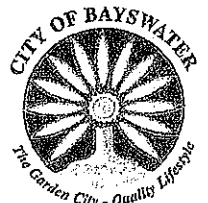
All correspondence to: PO Box 795, Morley WA 6943

Phone: (08) 9475 2100 | Fax: (08) 9277 9699 | Email: reception@btfms.com.au

CITY OF BAYSWATER

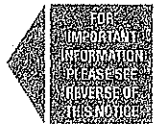
RATE NOTICE/TAX INVOICE

ABN 61 054 006 131
 General Enquiries: (08) 9272 0622
 Rates Enquiries: (08) 9272 0922
 Facsimile: (08) 9272 0665
 Email: mail@bayswater.wa.gov.au
 Website: www.bayswater.wa.gov.au



Office Hours: 8.30am to 4.30pm Monday - Friday
 61 Broun Avenue, Morley WA 6062 • PO Box 467, Morley WA 6943

Financial Year: 1 July 2018 - 30 June 2019



BD049 000636_MAIL 1234
 Prokscha Holdings Pty Ltd
 C/- Beattie & Associated
 12/398 Great Eastern Highway
 ASCOT WA 6104

PROPERTY ID	5282
DUE DATE	17 August 2018
PLEASE PAY	\$10,945.98
PAYMENT REF NUMBER	1307925
ISSUE DATE	13 July 2018

PROPERTY ADDRESS Lot 8 D039925 CT 0190700173 - 2 Paddington Street BAYSWATER WA 6053

GRV Valuation: \$142,924 **General Rate-in- $\%$:** \$0.0621 **Minimum Rate:** \$880.00 **ESL Rate in $\%$:** \$0.014486 **Deferred Rates:** \$0.00

DETAILS	CURRENT	ARREARS	TOTAL
ESL Cat 1 - Industrial	\$2,070.40		\$2,070.40
Industrial	\$8,875.58		\$8,875.58
Sub Total:			\$10,945.98

*Cheque No
 200141
 Custodian Trust
 15-8-18*

To qualify for the instalment options, the City MUST receive the CORRECT AMOUNT of the FIRST INTALMENT by 17 August 2018. Payments received after the 5 July 2018 are not included on this notice.

TOTAL AMOUNT \$10,945.98

PAY YOUR RATES AND BE IN THE DRAW TO WIN A NEW CAR!

Pay your rates in full by 4pm WST 3 August 18 for your chance to share in fantastic prizes valued at over \$32,000
Holden Barina valued at \$16,990
 Two holidays each valued at \$2,500 • \$7,500 worth of cash prizes
 Performing Arts tickets ...and much more!
 See details on the enclosed flyer with your Rate Notice
 Full prize draw terms and conditions are available on the City's website
 visit: www.bayswater.wa.gov.au

RATES SMOOTHING (By Application Only)
(This option is not eligible for the Prize Incentive Draw)

OPTION	PAYMENTS	AMOUNT DUE
Dates: 17 August 2018 to 29 March 2019		
1	Weekly (33 payments) (Cost Of Option \$149.78)	\$336.25 \$11,095.76
2	Fortnightly (17 payments) (Cost Of Option \$149.78)	\$652.70 \$11,095.76
3	Four Weekly (9 payments) (Cost Of Option \$149.78)	\$1,232.87 \$11,095.76

PAYMENT OPTIONS
Please note penalty interest of 9% pa will be charged on all overdue accounts from 1 September 2018

OPTION NUMBER	PAYMENTS	DUE DATES	AMOUNT DUE
1	RATES PRIZE DRAW	03/08/2018	\$10,945.98
2	PAY IN FULL		
	One Payment	17/08/2018	\$10,945.98
3	PAY BY TWO INSTALMENTS		
	1st Instalment	17/08/2018	\$5,496.56
	2nd Instalment	19/10/2018	\$5,496.55
	Total		\$10,993.11 (Cost of Option \$47.13)
4	PAY BY FOUR INSTALMENTS		
	1st Instalment	17/08/2018	\$2,771.82
	2nd Instalment	19/10/2018	\$2,771.85
	3rd Instalment	21/12/2018	\$2,771.85
	4th Instalment	22/02/2019	\$2,771.85

Online Registration

You can now receive your Rate Notices via email.
 Register online at:
www.bayswater.wa.gov.au

389041_000636 002541



Government of Western Australia
Department of Finance
Office of State Revenue

Cheque No; 200148
10-1-19

Prokscha Holdings

**LAND TAX NOTICE OF ASSESSMENT
BASED ON LAND OWNED AS AT 30 JUNE**

F 002324
049
PROKSCHA HOLDINGS PTY LTD
ATTN: C/- BEATTIE & ASSOCIATES
SUITE 12
398 GREAT EASTERN HWY
ASCOT WA 6104

CLIENT ID	2934729
PAYMENT REF	0413088459
DATE ISSUED	12 December 2018
DATE DUE	30 January 2019

IMPORTANT - Please refer to accounting, land details and explanatory notes overleaf

ASSESSMENT PERIOD: 2018/2019

PAYMENT OPTIONS FOR THIS ASSESSMENT

Option	Payment due by	Amount to Pay
1 One Discounted Payment (includes \$69.05 discount)	30 January 2019	\$2,231.95
2 Two Instalments (no discount or cost)	30 January 2019 5 June 2019	\$1,150.50 \$1,150.50
3 Three Instalments (includes \$46.00 cost)	30 January 2019 5 June 2019 9 August 2019	\$782.40 \$782.30 \$782.30

The discount on Payment Option 1 will not apply unless the Amount to Pay is received by 30 January 2019. Payment options 2 and 3 will not apply unless the Amount to Pay is received by 30 January 2019. A late payment penalty of 5% will be imposed on the amount of tax assessed which is not paid by the due date unless you have advised the Office of State Revenue of an error in your assessment by 30 January 2019.

This assessment is not subject to GST

- commercial properties including shops, offices and factories
- land held in trust or owned in a company name
- entitlement to land under any lease or licence from the Crown
- land used for business, commercial, professional or trade purposes under arrangements with the Crown, Crown instrumentalities, local authorities or public statutory bodies

OBJECTIONS

NOTE: Objections must be lodged within 60 days of the date of issue shown on the assessment notice. Lodgement of an objection does not affect the requirement to pay this assessment notice by the due date.

Unimproved Valuation For information on how your unimproved land valuation is calculated and how to lodge an objection against the valuation, please visit the Landgate website: landgate.wa.gov.au/valuations	Land Tax Assessment Details on how to lodge an objection to your assessment can be found on our website: www.osr.wa.gov.au/landtax
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040764 004170

SC McKenna Hampton Insurance Brokers

PN: 67 154 828 332 AR: 422168
 SC McKenna Hampton Insurance Brokers Pty Ltd as
 Corporate Authorised Representative of Professional Services Corporation Pty Ltd
 ABN: 88 119 835 611 AFS: 305491 Email: info.perth@pscinsurance.com.au
 Level 3, 10 William Street PO Box 204 Tel: (08) 6142 0000
 Perth WA 6000 West Perth WA 6872 Fax: (08) 6142 0099

STATEMENT OF ACCOUNT AS AT 23/04/2019

To: Prokscha Investments Pty Ltd
 33 Kirkpatrick Cres
 NORANDA 6062

Our Reference: PROKSCHA1
 Acct. Manager: Frank Dalla Pria

IMPORTANT: We bring to your attention the current situation of the policies listed below. *PLEASE ADVISE OUR OFFICE
 IF COVERS ARE NO LONGER REQUIRED

Invoice Date	Invoice		Class of Insurance	Due Date	Premium	Status	Balance
11/03/2019	150334	RWL	SVU Business Pak	18/03/2019	\$4,160.00	*OVERDUE*	\$4,160.00
	PN: 9639625CMB		- AIG Australia Limited				

N/B - New Policy
 LAF - Lapse Advice

RWL = Renewal
 CLN = Cancellation

TRW = Transfer Renewal
 MCN = Mid-term Cancellation

END = Endorsement

ADJ = Adjustment

TOTAL	\$	\$4,160.00
Premium GST		\$346.08





Tax Invoice

MHE-Demag Australia Pty Ltd

ABN No. 86 000 406 717

54 Raymond Avenue
Bayswater
WA 6053
Australia
Tel:+61 8 9422 6300
Fax:+61 8 9422 6399

RP

Document No. 6002508911
Document Date 20/06/2018

Bill to : 1145278
Prokscha Holdings Pty Ltd
33 Kirkpatrick Crescent
Noranda
Western Australia 6062
Australia

Ship to: 1145301
TURBO AIR TECHNOLOGY Pty Ltd
PADDINGTON STREET
BAYSWATER 6053
Australia

Sales Person : 00710098 Jody
Terms of payment : 30 days from Invoice date
Terms of Delivery : EXW Ex works
AUSTRALIA

Currency: AUD

Item	DO/SO No. Serv.Ord.	Material No. Description	Batch No.	Quantity	Price	Value
000010	12990643	126 Turbo Air Technology 4 cranes 6 monthly Preventative Maintenance Signed off by: Philip Rollason 31.05.2018 Thanking you in advance P.O.No. / Date: GT0822MD2 Payment Due:Final Billing 26 %		1JOB	930.00 /1 JOB	930.00

Items total		930.00
GST %	10.000	93.00
Total Amount		1,023.00

*paid 16.1.2019
ch. No. 200150
Prok. Hold. Custod.*

*+ 2962.14
+ 1158.18

\$5143.32*

We accept VISA, MasterCard and EFT payments.
EFT instructions
Bank Account Name MHE-Demag Australia Pty Ltd
BSB 064 000
Account Number 1053 3583
SWIFT Code CTBAAU2S
Address 240 Queen Street
Brisbane QLD 4001

Please send remittance advice to mda_acctr@mhe-demag.com
This is a computer generated document which requires no signature. It is only signed upon request.

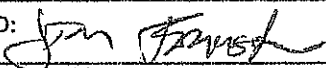
ORIGINAL COPY

TAX INVOICE/STATEMENT

DATE: 11.1.19	ORDER NUMBER:	TAX INVOICE NUMBER: IN 517551
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FROM: TOPLINE ROOFING	TO: PROKSCHA HOLDINGS
ABN (Supplier): 58114584167	ABN (Recipient):
GST No: (New Zealand Only)	

QTY	DESCRIPTION	EACH	GST	TOTAL
	WORK LABOUR TO REPLACE OLD CORRUGATED ROOF ON SPRAY WORKSHOP AT TURBO AIR TECH No. 2 POODUNGTON ST. BAYSWATER			
	TOTAL	4000	400	4400
	RECEIVED 11/01/2019			
	ch. No 200149 d. 14.1.19. paid cash:			

SIGNED: 

*Indicates taxable supply
Sprax 555

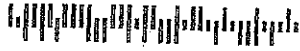
SUB TOTAL	
GST	
TOTAL INCLUSIVE OF GST	4,400



Water Use and Service Charge Account

Issue date 27 July 2018

Bill ID 0034



049D 000175 000000

Account number 90 19396 80 0

PROKSCHA HOLDINGS PTY LTD
CARE BEATTIE & ASSOCIATES
SUITE 12 398 GREAT EASTERN HWY
ASCOT WA 6104

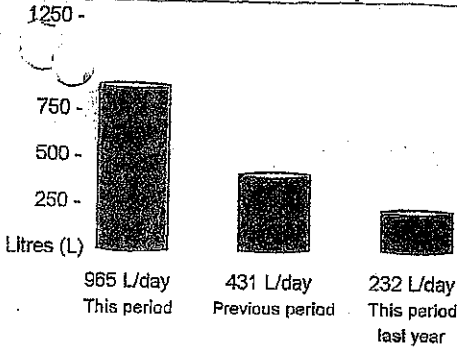
Please pay \$693.38

Payment due by 17 Aug 2018

Account for **FOUNDRY AT 2 PADDINGTON ST BAYSWATER LOT 8**

Daily water use comparison

Your account summary (GST does not apply to this account)



Description	Amount
Current charges due 17 August 2018	\$693.38
Total	\$693.38

Turn over for important information

cheque No:

200141

Custodian Trust

15-8-18

Interest is charged on overdue amounts @ 11.71% p.a.

Payment slip

Enquiries?

Need your account in an alternative format?

Please call us on 13 13 85.

2 PADDINGTON ST BAYSWATER LOT 8

Account number 90 19396 80 0

Please pay \$693.38

Payment due by 17 August 2018

Need more time to pay?

Visit watercorporation.com.au/financialassistance
or call 1300 659 752.

Hearing or speech impaired?

Phone us via the National Relay Service on 133 677.

Website: watercorporation.com.au/contact

Faults and Emergencies: (24/7) 13 13 75



*690 9019396800

00308744



9-11-18
Charge Account

Issue date 1 October 2018
Bill ID 0035
Account number 90 19396 80 0
Please pay \$662.43
Payment due by 22 Oct 2018

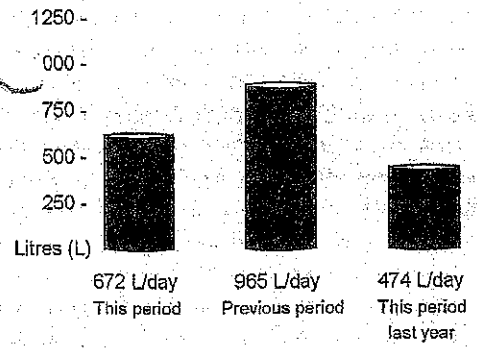


049D 000194 000000

PROKSCHA HOLDINGS PTY LTD
CARE BEATTIE & ASSOCIATES
SUITE 12 398 GREAT EASTERN HWY
ASCOT WA 6104

Account for **FOUNDRY AT 2 PADDINGTON ST BAYSWATER LOT 8**

Daily water use comparison



Your account summary (GST does not apply to this account)

Description	Amount
Current charges due 22 October 2018	\$662.43
Total	\$662.43

Turn over for important information

Handwritten: Cheque No: 200144

Interest is charged on overdue amounts @ 11.71% p.a.

Payment slip

Enquiries?
Need your account in an alternative format?
Please call us on 13 13 85.

2 PADDINGTON ST BAYSWATER LOT 8
Account number 90 19396 80 0
Please pay \$662.43
Payment due by 22 October 2018

Need more time to pay?
Visit watercorporation.com.au/financialassistance
or call 1300 659 752.

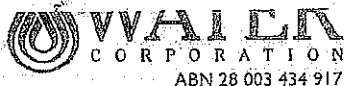
Hearing or speech impaired?
Phone us via the National Relay Service on 133 677.
Website: watercorporation.com.au/contact
Faults and Emergencies: (24/7) 13 13 75



*690 9019396800
00942036

Queue No; 200 147
17-12-18

Holdings



Water Use and Service Charge Account

Issue date 27 November 2018

Bill ID 0036

Account number 90 19396 80 0

Please pay \$678.33

Payment due by 18 Dec 2018



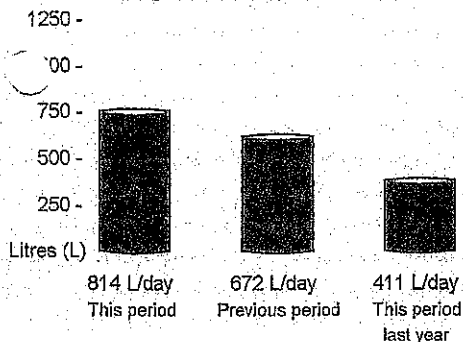
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PROKSGHA HOLDINGS PTY LTD
CARE BEATTIE & ASSOCIATES
SUITE 12 398 GREAT EASTERN HWY
ASCOT WA 6104

Account for **FOUNDRY AT 2 PADDINGTON ST BAYSWATER LOT 8**

Daily water use comparison

Your account summary (GST does not apply to this account)



Description	Amount
Current charges due 18 December 2018	\$678.33
Total	\$678.33

Turn over for important information

Interest is charged on overdue amounts @ 11.71% p.a.

Payment slip

2 PADDINGTON ST BAYSWATER LOT 8

Account number 90 19396 80 0

Please pay \$678.33

Payment due by 18 December 2018

Enquiries?

Need your account in an alternative format?

Please call us on 13 13 85.

Need more time to pay?

Visit watercorporation.com.au/financialassistance
or call 1300 659 752.

Hearing or speech impaired?

Phone us via the National Relay Service on 133 677.

Website: watercorporation.com.au/contact

Faults and Emergencies: (24/7) 13 13 75



*690 9019396800
01549659

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049D 000164 000000



Water Use and Service Charge Account

Issue date 29 January 2019

Bill ID 0037

Account number 90 19396 80 0

Please pay \$624.36

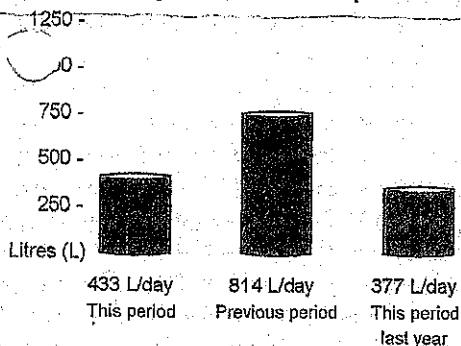
Payment due by 19 Feb 2019

049D 000241 000100

PROKSCHA HOLDINGS PTY LTD
CARE BEATTIE & ASSOCIATES
SUITE 12 398 GREAT EASTERN HWY
ASCOT WA 6104

Account for **FOUNDRY AT 2 PADDINGTON ST BAYSWATER LOT 8**

Daily water use comparison



Your account summary (GST does not apply to this account)

Description	Amount
Current charges due 19 February 2019	\$624.36
Total	\$624.36

Turn over for important information

Cheque No: 200154

*Prokscha Holdings
28-2-19*

Interest is charged on overdue amounts @ 11.71% p.a.

Payment slip

2 PADDINGTON ST BAYSWATER LOT 8

Account number 90 19396 80 0

Please pay \$624.36

Payment due by 19 February 2019

Enquiries?

Need your account in an alternative format?

Please call us on 13 13 85.

Need more time to pay?

Visit watercorporation.com.au/financialassistance or call 1300 659 752.

Hearing or speech impaired?

Phone us via the National Relay Service on 133 677.

Website: watercorporation.com.au/contact

Faults and Emergencies: (24/7) 13 13 75



*690 9019396800
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1300659752 000241 / 000100



Water Use and Service Charge Account

Issue date 27 March 2019
Bill ID 0038

049D 000322 000000

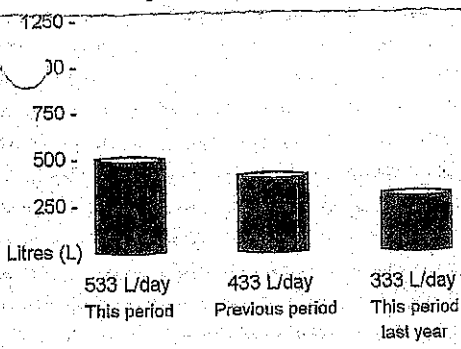
PROKSCHA HOLDINGS PTY LTD
CARE BEATTIE & ASSOCIATES
SUITE 12 398 GREAT EASTERN HWY
ASCOT WA 6104

Account number 90 19396 80 0
Please pay \$637.00
Payment due by 17 Apr 2019

Account for **FOUNDRY AT 2 PADDINGTON ST BAYSWATER LOT 8**

Daily water use comparison

Your account summary (GST does not apply to this account)



Description	Amount
Current charges due 17 April 2019	\$637.00
Total	\$637.00

Turn over for important information

*Cheque No: 200156
23-4-19
Prokscha Holdings*

Interest is charged on overdue amounts @ 11.71% p.a.

Payment slip

Enquiries?
Need your account in an alternative format?
Please call us on 13 13 85.

2 PADDINGTON ST BAYSWATER LOT 8
Account number 90 19396 80 0
Please pay \$637.00
Payment due by 17 April 2019

Need more time to pay?
Visit watercorporation.com.au/financialassistance
or call 1300 659 752.

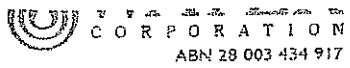
Hearing or speech impaired?
Phone us via the National Relay Service on 133 677.
Website: watercorporation.com.au/contact
Faults and Emergencies: (24/7) 13 13 75



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WATER CORPORATION 000322 000000
B1 - V3 0709

Cheque No: 200160
Holdings 14-6-19



Water Use and Service Charge Account

Issue date 29 May 2019

Bill ID 0039

Account number 90 19396 80 0

Please pay \$633.97

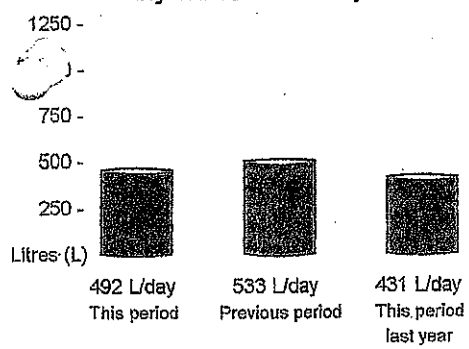
Payment due by 19 Jun 2019

049D 000906 000000

PROKSCHA HOLDINGS PTY LTD
CARE BEATTIE & ASSOCIATES
SUITE 12 398 GREAT EASTERN HWY
ASCOT WA 6104

Account for **FOUNDRY AT 2 PADDINGTON ST BAYSWATER LOT 8**

Daily water use comparison



Your account summary (GST does not apply to this account)

Description	Amount
Current charges due 19 June 2019	\$633.97
Total	\$633.97

Turn over for important information

Interest is charged on overdue amounts @ 11.71% p.a.

Payment slip

2 PADDINGTON ST BAYSWATER LOT 8

Account number 90 19396 80 0

Please pay \$633.97

Payment due by 19 June 2019

Enquiries?
Need your account in an alternative format?
Please call us on 13 13 85.

Need more time to pay?
Visit watercorporation.com.au/financialassistance
or call 1300 659 752.

Hearing or speech impaired?
Phone us via the National Relay Service on 133 677.
Website: watercorporation.com.au/contact
Faults and Emergencies: (24/7) 13 13 75



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watercorporation.com.au/001935
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