VENDORS STATEMENT TO THE PURCHASER OF REAL ESTATE PURSUANT TO SECTION 32 OF THE SALE OF LAND ACT 1962

Vendor: P & I Evans Pty Ltd ACN 114 975 138 as Trustee for the Evans Family Trust

Property: 7 Ford Place, LONGWARRY 3816

Knox Legal incorporating Lane Amazon Suite 14, 249 Stud Road Wantirna, 3152 Phone: 9800 4422

Fax: 9801 0599 Ref: JC:CT:4867 Suite 14, 249 Stud Road

Wantirna, 3152

Tel: 9800 4422 Fax: 9801 0599

VENDORS STATEMENT TO THE PURCHASER OF REAL ESTATE
AS REQUIRED BY SECTION 32 OF THE SALE OF LAND ACT 1962

Vendor:

P & I Evans Pty Ltd ACN 114 975 138 as Trustee for the Evans Family Trust

Property:

7 Ford Place, LONGWARRY 3816

IMPORTANT NOTICE TO PURCHASERS

The Purchaser acknowledge that this Statement has been prepared in accordance with instructions and information as provided by the Vendor, and that it is in no way a statement of representation by Knox Legal incorporating Lane Amazon as to the above property.

1. Financial matters in respect of the land

Information regarding the amount of rates, taxes, charges or similar outgoings affecting the property and interest (if any) payable thereon (including any Owners Corporation Charges and Interest):

are as follows:

Authority

Amount

Interest

Baw Baw Shire Council

South East Water (not including usage)

- a. Their total per annum does not exceed \$4,000.00
- b. The particulars of any Charge (whether registered or not) over the property imposed by or under any Act to secure an amount due under that Act are as follows: Nil

Any amounts (including any proposed Owners Corporation levy) for which the Purchaser may become liable in consequence of the purchase of the Property, are as follows - Nil, other than as disclosed in the attached Owners Corporation Certificate/s, save for the usual adjustment of rates to be made at settlement. Land tax maybe applicable if unimproved value exceeds \$250,000.00.

2. Insurance details in respect of the land

- (a) if the contract provides that the land does not remain at the vendor's risk before the purchaser is entitled to possession or receipt of rents and profits: Not Applicable.
- (b) if there is a residence on the land which was constructed within the preceding 6 years and section 137B of the *Building Act 1993* applies to the residence: Not applicable.

3. Matters relating to land use

- (a) Information concerning any easement, covenant or similar restriction affecting the property, registered or unregistered, are as follows:
 - i. Description: as set out in attached copies of documents
 - ii. Particulars of any existing failure to comply with the terms of that easement, covenant and/or restriction are as follows: None to the Vendor's knowledge
- (b) This land is not within a bushfire prone area within the meaning of the regulations made under the *Building Act 1993*.
- (c) There is access to the property by road.
- (d) in the case of land to which a planning scheme applies -
 - (i) name of the planning scheme: Baw Baw Shire Council Planning Scheme
 - (ii) name of the responsible authority: Baw Baw Shire Council / Department of Infrastructure
 - (iii) zoning of the land: As attached
 - (iv) name of any planning overlay affecting the land: As attached

The property may be identified as land subject to uncontrolled overland drainage where Council recommends that no site cuts be carried out on the land unless a minimum floor level of 600mm above the lowest ground level on the land is achieved. The Purchaser/s should satisfy themselves by making the appropriate enquiries of the relevant authorities prior to entering into a contract, as the Vendor/s give no warranties whatsoever in regard to same.

4. Notices made in respect of land

- (a) Particulars of any notice, order, declaration, report or recommendation of a public authority or government department or approved proposal directly and currently affecting the property of which the vendor might reasonably be expected to have knowledge: Nil
- (b) whether there are any notices, property management plans, reports or orders in respect of the land issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes: Nil
- (c) particulars of any notice of intention to acquire served under section 6 of the *Land Acquisition and Compensation Act 1986*. Are as follows: Nil

Termites

The property may be in an area prone to termites. The purchaser should make their own enquiries and indemnifies the vendor in this regard.

Warning

The Vendor has no means of knowing of all decisions of public authorities and Government departments affecting the property unless communicated to the Vendor.

5. Building permits

Particulars of any building permit issued during the past seven years under the *Building Act 1993* (where the property includes a Residence): - No such Building permit has been granted to the Vendor's knowledge

The purchaser acknowledges that:

- any failure of any building improvements on the land to comply with any planning, health, environmental, building or other legislation, regulations, by-laws or any planning permit and any encroachment by or on the land does not constitute a defect in the Vendor's title and the purchaser shall not make any objection, requisition or claim any compensation from the Vendor on any such ground; and
- 5.2 the Purchaser accepts the land and improvements on and services on and to the land in their present condition, position and state of repair and subject to all faults and defects both latent and patent.

6. Information relating to any Owners Corporation

The land is not affected by an Owners Corporation within the meaning of the Owners Corporations Act 2006.

7. Growth areas infrastructure contribution

Not applicable

8. Disclosure of non-connected services

The services which are marked with an 'X' in the accompanying square box are NOT connected to the land.	
electricity supply \square gas supply \boxtimes telephone services \boxtimes water supply \square sewerage \square	
The Purchaser is on notice that each Authority may require payment of connection fees prior to suppose to this property of the service for which it is responsible. The Vendor accepts no responsibility for a delays or costs which might be experienced by the Purchaser in arranging any such connection we the service authority.	ny

9. Evidence of title

Attached are copies of the following document/s concerning Title:

- (a) in the case of land under the *Transfer of Land Act 1958*, a copy of the Register Search Statement and the document, or part of the document, referred to as the diagram location in the Register Search Statement that identifies the land and its location;
- (b) in any other case, a copy of-
 - (i) the last conveyance in the chain of title to the land; or
 - (ii) any other document which gives evidence of the vendor's title to the land;
- (c) if the vendor is not the registered proprietor of the land or the owner of the estate in fee simple in the land, evidence of the vendor's right or power to the sell the land;

- (d) in the case of land that is subject to a subdivision-
 - (i) if the plan of subdivision has not been registered, a copy of the plan of subdivision which has been certified by the relevant municipal council; or
- (ii) if the plan of subdivision has not yet been certified, a copy of the latest version of the plan; (e) In the case of land that is part of a staged subdivision within the meaning of Section 37 of the Subdivision Act 1988 -
 - (i) If the land is in the second or a subsequent stage, a copy of the plan for the first stage; and
 - (ii) Details of any requirements in a statement of compliance relating to the stage in which the land is included that have not been complied with; and
 - (iii) Details of any proposals relating to subsequent stages that are known to the vendor; and
 - (iv)A statement of the contents of any permit under the Planning and Environment Act 1987 authorising the staged subdivision.
- (f) In the case of land that is subject to a subdivision and in respect of which a further plan within the meaning of the Subdivision Act 1988 is proposed -
 - (i) If the later plan has not been registered, a copy of the plan which has been certified by the relevant municipal council; or
 - (ii) If the later plan has not yet been certified, a copy of the latest version of the plan.

10. GST Withholding Notice - Notice to Purchaser

Pursuant to Section 14-255 Schedule 1 of the Taxation Administration Act 1953 (Cth) (Act) -Purchaser withholding obligations - The vendor hereby gives Notice that the vendor warrants and confirms that in relation to the supply of the property, that it is not new residential premises or potential residential land as defined in Section 14-250 of the Act and the purchaser has no GST withholding obligations.

The purchaser IS NOT required to withhold an amount under the Cth Act

11. Attached Documents

Attached are copies of the following:-

- Register Search Statement & Plan of Subdivision Volume 9539 Folio 799
- Register Search Statement & Plan of Subdivision Volume 9539 Folio 798 Þ
- Þ Land Property Report
- Planning Certificate
- AAAA Roads Certificate
- State Revenue Office Land Tax Clearance Certificate
- Baw Baw Shire Land Information Certificate
- South East Water Information Statement
- Due Diligence Checklist
- Lease

IMPORTANT NOTE:

Safety of existing swimming pools/spas

If the property should include a swimming pool or spa, all swimming pools and spas are required to comply with the minimum standards of the current Building Regulations. More information may be obtained from your Council.

Swimming Pool or Spa No If "yes' Swimming Pool or Spa Registered Yes No Current Certificate of Pool and Spa Carrier Compliance Yes-No

If the above is applicable it shall become the purchaser's responsibility.

DATE OF THIS STATEMENT 26 06 2525
Signature/s of the Vendor/s P & I Evans Pty Ltd
The Purchaser acknowledges being given a duplicate of this statement signed by the Vendor before the Purchaser signed any Contract.
DATE OF THIS ACKNOWLEDGEMENT / /
Signature/s of the Purchaser/s

Register Search Statement - Volume 9539 Folio 799

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The Victorian Government acknowledges the Traditional Owners of Victoria and pays respects to their ongoing connection to their Country, History and Culture. The Victorian Government extends this respect to their Elders, past, present and emerging.

REGISTER SEARCH STATEMENT (Title Search) Transfer of Land Act 1958

VOLUME 00520 FOLTO 700

VOLUME 09539 FOLIO 799

Security no : 124106443109W Produced 29/05/2023 02:43 PM

LAND DESCRIPTION

Lot 2 on Plan of Subdivision 137815. PARENT TITLE Volume 04203 Folio 488 Created by instrument LP137815 18/01/1984

REGISTERED PROPRIETOR

Estate Fee Simple Sole Proprietor

P & Î EVANS PTY LTD of 61 VICTORIA STREET WARRAGUL VIC 3820 AU869032T 01/10/2021

ENCUMBRANCES, CAVEATS AND NOTICES

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 24 Subdivision Act 1988 and any other encumbrances shown or entered on the plan or imaged folio set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE LP137815 FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

-----END OF REGISTER SEARCH STATEMENT------

Additional information: (not part of the Register Search Statement)

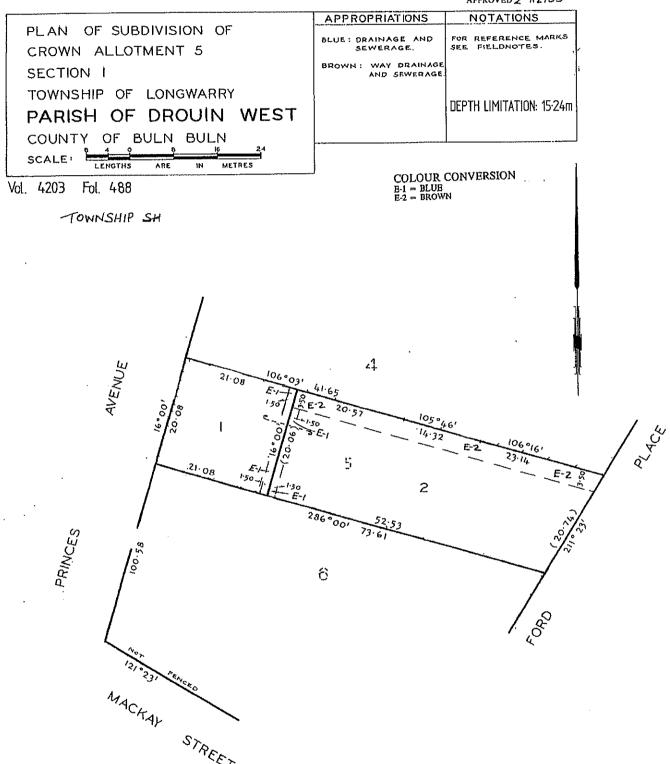
Street Address: 7 FORD PLACE LONGWARRY VIC 3816

DOCUMENT END

The information supplied has been obtained by Dye & Durham Property Pty Ltd who is licensed by the State of Victoria to provide this information via LANDATA® System. Delivered at 29/05/2023, for Order Number 79657700. Your reference: JC:CT:4867 P & I Evans.

1

LP137815 EDITION 1 APPROVED 2 //2/83



Register Search Statement - Volume 9539 Folio 798

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REGISTER SEARCH STATEMENT (Title Search) Transfer of Land Act 1958

VOLUME 00520 FOLIO 700

VOLUME 09539 FOLIO 798

Security no : 124106443096L Produced 29/05/2023 02:43 PM

LAND DESCRIPTION

Lot 1 on Plan of Subdivision 137815.
PARENT TITLE Volume 04203 Folio 488
Created by instrument LP137815 18/01/1984

REGISTERED PROPRIETOR

Estate Fee Simple

Sole Proprietor

P & I EVANS PTY LTD of 61 VICTORIA STREET WARRAGUL VIC 3820 AU869029G 01/10/2021

ENCUMBRANCES, CAVEATS AND NOTICES

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DIAGRAM LOCATION

SEE LP137815 FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NTT.

-----END OF REGISTER SEARCH STATEMENT-----

Additional information: (not part of the Register Search Statement)

Street Address: 7 FORD PLACE LONGWARRY VIC 3816

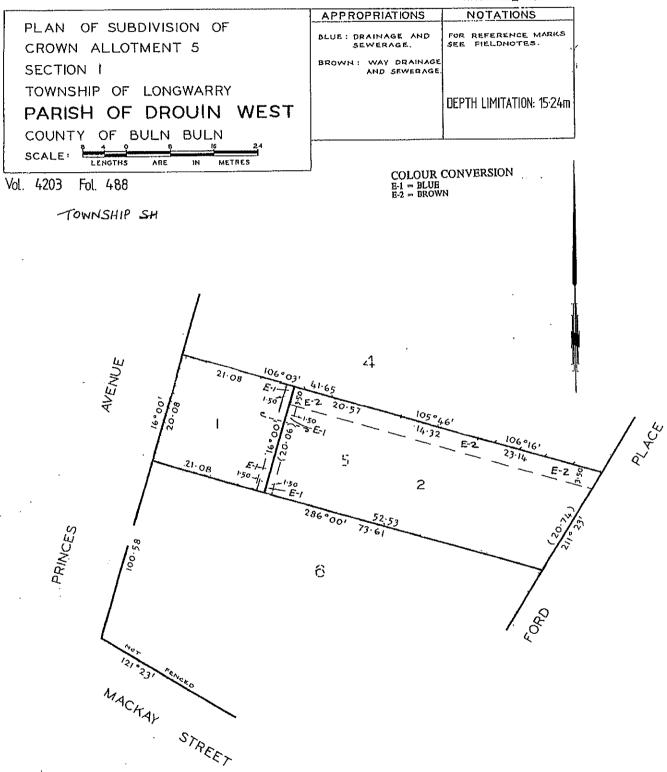
DOCUMENT END

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via LANDATA® System, Delivered at 29/05/2023, for Order Number 79657700, Your reference: JC:CT:4867 P. & L.

via LANDATA® System. Delivered at 29/05/2023, for Order Number 79657700. Your reference: JC:CT:4867 P & I Evans.

LP137815 EDITION 1 APPROVED 2 /12/83





From www.planning.vic.gov.au at 06 June 2023 02:29 PM

PROPERTY DETAILS

7 FORD PLACE LONGWARRY 3816 Address:

Lot and Plan Number: More than one parcel - see link below Standard Parcel Identifier (SPI): More than one parcel - see link below

Local Government Area (Council): BAW BAW www.bawbawshire.vic.gov.au

Council Property Number: 13333

Baw Baw Planning Scheme - Baw Baw Planning Scheme:

Vicroads 707 P10 Directory Reference:

This property has 2 parcels, For full parcel details get the free Property report at Property Reports

UTILITIES STATE ELECTORATES

Rural Water Corporation: Southern Rural Water Legislative Council: **EASTERN VICTORIA**

NARRACAN Melbourne Water Retailer: South East Water Legislative Assembly:

Melbourne Water: Inside drainage boundary

OTHER AUSNET Power Distributor:

Registered Aboriginal Party: None

View location in VicPlan

Planning Zones

GENERAL RESIDENTIAL ZONE (GRZ)

GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (GRZ1)



Note labels for zones may appear outside the actual zone - please compare the labels with the legend

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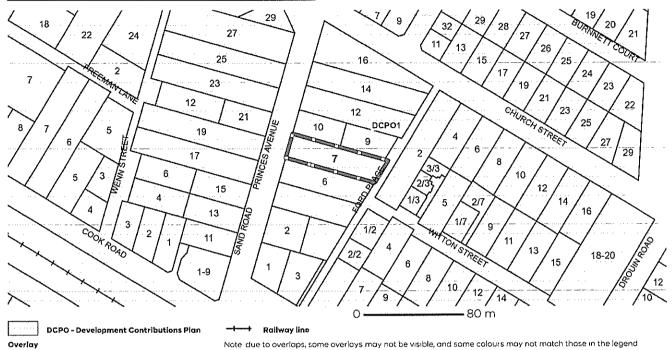
Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic)



Planning Overlays

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1 (DCPO1)



OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

DESIGN AND DEVELOPMENT OVERLAY (DDO)

HERITAGE OVERLAY (HO)

LAND SUBJECT TO INUNDATION OVERLAY (LSIO)

SPECIFIC CONTROLS OVERLAY (SCO)



Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

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Environment, Land, Water and Planning

Further Planning Information

Planning scheme data last updated on 1 June 2023

A planning scheme sets out policies and requirements for the use, development and protection of land. This report provides information about the zone and overlay provisions that apply to the selected land Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting https://www.planning.vic.gov.au

This report is NOT a Planning Certificate issued pursuant to Section 199 of the Planning and Environment Act 1987. It does not include information about exhibited planning scheme amendments, or zonings that may abut the land. To obtain a Planning Certificate go to Titles and Property Certificates at Landata - https://www.landata.vic.gov.au

For details of surrounding properties, use this service to get the Reports for properties of interest.

To view planning zones, overlay and heritage information in an interactive format visit https://mapshare.maps.vic.gov.au/vicplan

For other information about planning in Victoria visit https://www.planning.vic.gov.au

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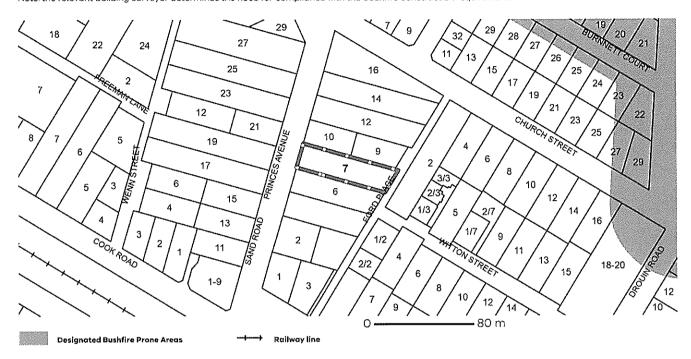
Designated Bushfire Prone Areas

This property is not in a designated bushfire prope area.

No special bushfire construction requirements apply. Planning provisions may apply.

Where part of the property is mapped as BPA, if no part of the building envelope or footprint falls within the BPA area, the BPA construction requirements do not apply

Note: the relevant building surveyor determines the need for compliance with the bushfire construction requirements



Designated BPA are determined by the Minister for Planning following a detailed review process. The Building Regulations 2018, through adoption of the Building Code of Australia, apply bushfire protection standards for building works in designated BPA

Designated BPA maps can be viewed on VicPlan at https://mopshare.vic.gov.ou/vicplan/ or at the relevant local council

Create a BPA definition plan in VicPlan to measure the BPA

Information for lot owners building in the BPA is available at https://www.planning.vic.gov.au.

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website https://www.vba.vic.gov.au. Copies of the Building Act and Building Regulations are available from http://www.leaislation.vic.gov.au. For Planning Scheme Provisions in bushfire areas visit https://www.planning.vic.gov.au.

Native Vegetation

Native plants that are indigenous to the region and important for biodiversity might be present on this property. This could include trees, shrubs, herbs, grasses or aquatic plants. There are a range of regulations that may apply including need to obtain a planning permit under Clause 52.17 of the local planning scheme. For more information see Native Vegetation (Clause 52.17) with local variations in Native Vegetation (Clause 52.17) Schedule

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Information Management system https://nvim.delwp.vic.gov.au/ and Native vegetation (environment.vic.gov.au) or please contact your relevant council.

You can find out more about the natural values on your property through NatureKit NatureKit (environment.vic.gov.au)

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PROPERTY REPORT



From www.planning.vic.gov.au at 06 June 2023 02:28 PM

PROPERTY DETAILS

7 FORD PLACE LONGWARRY 3816 Address:

This property has 2 parcels. See table below Lot and Plan Number:

See table below Standard Parcel Identifier (SPI):

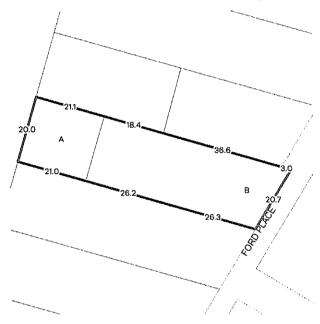
BAW BAW www.bawbawshire.vic.gov.au Local Government Area (Council):

Council Property Number: 13333

Directory Reference: Vicroads 707 P10

SITE DIMENSIONS

All dimensions and areas are approximate. They may not agree with those shown on a title or plan.



Area: 1526 sq m Perimeter: 193 m For this property. - Site boundaries - Road frontages

Dimensions for individual parcels require a separate search, but dimensions for individual units are generally not available

Calculating the area from the dimensions shown may give a different value to the area shown above

For more accurate dimensions get copy of plan at<u>Title and Procerty</u> Certificates

PARCEL DETAILS

The letter in the first column identifies the parcel in the diagram above

Γ	Lot/Plan or Crown Description	SPI
Α	Lot 1 LP137815	1\LP137815
В	Lot 2 LP137815	2\LP137815

UTILITIES

Rural Water Corporation: Southern Rural Water Melbourne Water Retailer: South East Water

Melbourne Water: Inside drainage boundary

AUSNET Power Distributor:

STATE ELECTORATES

Legislative Council: **EASTERN VICTORIA**

Legislative Assembly: NARRACAN

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PROPERTY REPORT



PLANNING INFORMATION

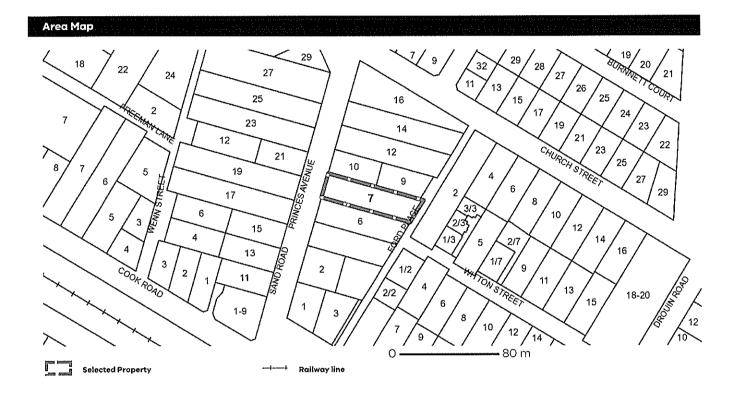
Property Planning details have been removed from the Property Reports to address duplication with the Planning Property Reports which are DELWP's authoritative source for all Property Planning information.

The Planning Property Report for this property can found here - Planning Property Report

Planning Property Reports can be found via these two links

Vicplan https://mapshare.vic.gov.au/vicplan/

Property and parcel search https://www.land.vic.gov.au/property-and-parcel-search



Planning Certificate

(g)

PROPERTY DETAILS

Property Address: 7 FORD PLACE LONGWARRY VIC 3816 Title Particulars: Vol 9539 Fol 798; Vol 9539 Fol 799

Vendor: P&IEVANSPTYLTD

Purchaser: N/A

Certificate No: 118732176

Date: 29/05/2023

Matter Ref: JC:CT:4867 P & | Evans

Client: Knox Legal

0

MUNICIPALITY

BAW BAW

PLANNING SCHEME

BAW BAW PLANNING SCHEME

RESPONSIBLE AUTHORITY FOR ADMINISTERING AND ENFORCING THE SCHEME

BAW BAW SHIRE COUNCIL

®

ZONES

GENERAL RESIDENTIAL ZONE - SCHEDULE 1

 \otimes

ABUTTAL TO A TRANSPORT ZONE / PUBLIC ACQUISITION OVERLAY FOR A PROPOSED ROAD OR ROAD WIDENING

ABUTS A TRANSPORT ZONE 2 (PRINCES AVENUE)

(

APPLICABLE OVERLAYS

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1

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Disclaimer: Information within this certificate has been obtained via the Landchecker Platform. Strategies, policies and provisions detailed in these sections of the Planning Scheme may affect the development and use of the land. Due diligence checks should be undertaken to understand other factors that may impact the use of the property.



Matter Ref: 79657700 Date 29/05/202

PROPOSED PLANNING SCHEME AMENDMENTS

NOT APPLICABLE

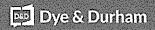


ADDITIONAL INFORMATION

STATE-WIDE PROVISIONS IF AN APARTMENT DEVELOPMENT - SEE PLANNING SCHEME CLAUSE 55.07 AND CLAUSE 58

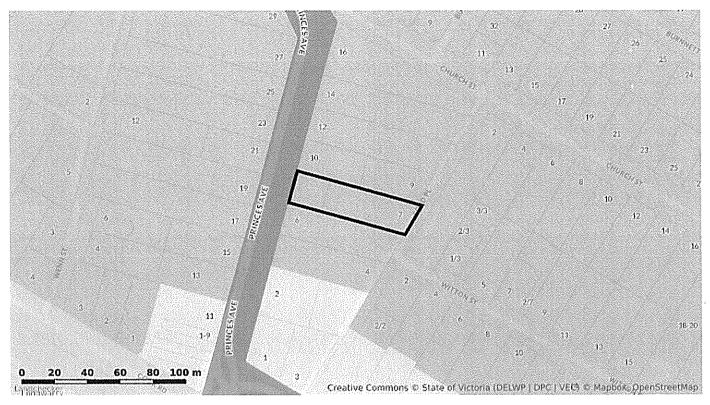
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PLANNING ZONES MAP



ZONING

- C1Z COMMERCIAL 1 ZONE
- GRZ1 GENERAL RESIDENTIAL ZONE SCHEDULE 1
- TRZ1 TRANSPORT ZONE 1 STATE TRANSPORT INFRASTRUCTURE
- TRZ2 TRANSPORT ZONE 2 PRINCIPAL ROAD NETWORK

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Disclaimer: Information within this certificate has been obtained via the Landchecker Platform. Strategies, policies and provisions detailed in these sections of the Planning Scheme may affect the development and use of the land. Due diligence checks should be undertaken to understand other factors that may impact the use of the property.

**** Delivered by the LANDATA® System, Department of Environment, Land, Water & Planning ****

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Dye and Durham Property level 20, 535 bourke street MELBOURNE 3000

Client Reference: 79657700 118732177

NO PROPOSALS. As at the 29th May 2023, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

This certificate was prepared solely on the basis of the Applicant-supplied address described below, and electronically delivered by $LANDATA^{\oplus}$.

7 FORD PLACE, LONGWARRY 3816 SHIRE OF BAW BAW

This certificate is issued in respect of a property identified above. VicRoads expressly disclaim liability for any loss or damage incurred by any person as a result of the Applicant incorrectly identifying the property concerned.

Date of issue: 29th May 2023

Telephone enquiries regarding content of certificate: 13 11 71

Property Clearance Certificate

Taxation Administration Act 1997



KNOX LEGAL VIA DYE & DURHAM PROPERTY PTY LTD

LEVEL 20, 535 BOURKE STREET

MELBOURNE VIC 3000

Your Reference:

79657700:118732179

Certificate No:

65270175

Issue Date:

29 MAY 2023

Enquiries:

ESYSPROD

Land Address:

7 FORD PLACE LONGWARRY VIC 3816

Land Id 18259932

Plan Lot 137815 1

Volume 9539 9539 Folio 798

799

Tax Payable

\$2,354.55

Vendor:

P & I EVANS PTY LTD

Purchaser:

FOR INFORMATION PURPOSES

2

Current Land Tax

Year

137815

Taxable Value Proportional Tax

Penalty/Interest

Total

EVANS FAMILY TRUST

2023

\$420,000

\$3.531.83

\$0.00

\$2,354.55

Comments: Land Tax of \$3,531.83 has been assessed for 2023, an amount of \$1,177.28 has been paid. Land Tax will be payable but is not yet due - please see notes on reverse.

Current Vacant Residential Land Tax

Year

Taxable Value Proportional Tax

Penalty/Interest

Total

Comments:

Arrears of Land Tax

Year

Proportional Tax Penalty/Interest

Total

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

Paul Broderick

Commissioner of State Revenue

CAPITAL IMP VALUE:

\$520,000

SITE VALUE:

\$420,000

AMOUNT PAYABLE:

\$2,354.55



Notes to Certificates Under Section 95AA of the *Taxation Administration Act* 1997

Certificate No: 65270175

Power to issue Certificate

 The Commissioner of State Revenue can issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

- The Certificate shows any land tax (including Vacant Residential Land Tax, interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue. In addition, it may show:
 - Land tax that has been assessed but is not yet due,
 - Land tax for the current tax year that has not yet been assessed, and
 - Any other information that the Commissioner sees fit to include, such as the amount of land tax applicable to the land on a single holding basis and other debts with respect to the property payable to the Commissioner.

Land tax is a first charge on land

3. Unpaid land tax (including Vacant Residential Land Tax, interest and penalty tax) is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any such unpaid land tax.

Information for the purchaser

4. If a purchaser of the land described in the Certificate has applied for and obtained a Certificate, the amount recoverable from the purchaser cannot exceed the 'amount payable' shown. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

Despite the issue of a Certificate, the Commissioner may recover a land tax liability from a vendor, including any amount identified on this Certificate.

General information

- A Certificate showing no liability for the land does not mean that the land is exempt from land tax. It means that there is nothing to pay at the date of the Certificate.
- An updated Certificate may be requested free of charge via our website, if:
 - The request is within 90 days of the original Certificate's issue date, and
 - There is no change to the parties involved in the transaction for which the Certificate was originally requested.

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP Land Tax = \$615.00

Taxable Value = \$420,000

Calculated as \$375 plus (\$420,000 - \$300,000) multiplied by 0.200 cents.

Property Clearance Certificate - Payment Options

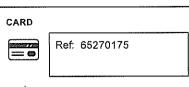
BPAY

Biller Code: 5249 Ref: 65270175

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Visa or Mastercard

Pay via our website or phone 13 21 61. A card payment fee applies.

sro.vic.gov.au/paylandtax





Land Information Certificate Pursuant to S121 of the Local Government Act 2020

Knox Legal C/- Dye & Durham PO Box 447 SOUTH MELBOURNE VIC 3205

ertificate No: CerR/C020221	Your Reference:	79657700:118732178
-----------------------------	-----------------	--------------------

This certificate provides information regarding valuation, rates, charges, other monies and any orders and notices made under the Local Government Act 1958, the Local Government Act 1989, the Local Government Act 2020 or under a local law or by-law of the Council.

This certificate is not required to include information regarding Planning, Buildings, Health, Land Fill, Land Slip, other Flooding information or Service Easements. Information regarding these matters may be available from the Council or the relevant Authority. A fee may be charged for such information.

PROPERTY DETAILS			
Property Number: 13333			
Property Owner/s: P & I Evans Pty Ltd			
Property Address: 7 Ford Place LONGWARRY VIC 3816			
Property Description: V9539 F798 F799 Lots 1 & 2 PS137815 Drouin West Parish			

VALUATION DETAILS				
Site Value: \$420,000 Valuation Date: 01/01/2				
Capital Improved Value:	\$520,000			
Net Annual Value:	\$26,000	Effective Date:	01/07/2022	

RATES AND CHARGES DETAILS

Details for financial year ending 30th June 2023:

Current Years Rates and Charges		
Rates	1,772.15	
Waste and Recycling	489.00	
Fire Services Levy	672.70	
Current Years Rates and Charges Sub Total		2,933.85
Payments Received	-2,933.85	
TOTAL BALANCE OUTSTANDING		0.00

IMPORTANT

There is NO potential liability for rates under the Cultural and Recreational Lands Act 1963.

There are NO outstanding amounts required to be paid for recreational purposes or any transfer of land required to Council for recreational purposes under Section 18 of the Subdivision of Land Act 1988 or the Local Government Act 1958.

In accordance with Section 175 of the Local Government Act 1989 a person who becomes the owner of rateable land must pay any rate or charge that is current or in arrears (including any interest on those rates or charges) on the land which are due and payable at the time that person becomes the owner of the land.

In accordance with section 175(1) of the Local Government Act 1989, all unpaid rates and charges are required to be paid immediately upon settlement, regardless of the due date.

This certificate is valid for a period of 90 days from issue date, confirmation of outstanding balance should be sought as close to settlement date as practicable. For settlement purposes credit balances must be factored into settlement adjustments.

Should you have any queries regarding this Certificate, please quote Certificate reference CerR/C020221.

I hereby certify that the information given in this certificate is true and correct as at the issue date. 30 May 2023

Issue Date

Authorised Officer

Biller Code: 5801 Ref: 0000 0011 7614

Telephone & Internet Banking – BPAY® Contact your bank or financial institution to make this payment from your cheque, savings, debit, or transaction account. More info: www.bpay.com.au



INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

SAI GLOBAL - PSP E-mail: property.certificates@dyedurham.com

Statement for property: LOT 1 7 FORD PLACE LONGWARRY 3816 1 LP 137815

REFERENCE NO. 31A//07601/2

YOUR REFERENCE

79657700:118732180

DATE OF ISSUE

29 MAY 2023

CASE NUMBER

44162615

1. Statement of Fees Imposed

The property is classified as a serviced property with respect to charges which as listed below in the Statement of Fees.

x 30x3/skinzankedkin	
Melbourne Water Corporation Total Service Charges 01/04/202	3 to 30/06/2023 \$50.63
Construction of the constr	
Water Service Charge 01/04/202	3 to 30/06/2023 \$20.93
Sewerage Service Charge 01/04/202	23 to 30/06/2023 \$109.18
Subtotal Service Charges	\$180.74
Payments	\$180.74
TOTAL UNPA	AID BALANCE \$0.00

The meter at the property was last read on 18/05/2023. Fees accrued since that date may be estimated by reference to the following historical information about the property:

Water Usage Charge

\$0.51 per day

Sewage Disposal Charge

CUSTOMER & COMMUNITY ENGAGEMENT

\$0.24 per day

- Financial Updates (free service) are only available online please go to (type / copy the complete address shown below): https://secureapp.southeastwater.com.au/PropertyConnect/#/order/info/update
- * Please Note: if usage charges appear above, the amount shown includes one or more of the following:

Water Usage, Recycled Water Usage, Sewage Disposal, Fire Service Usage and Trade Waste Volumetric Fees.

Interest may accrue on the South East Water charges listed in this statement if they are not paid by the due date as set out in the bill.

AUTHORISED OFFICER:

MIKALA HEHIR GENERAL MANAGER South East Water
Information Statement Applications

PO Box 2268, Seaford, VIC 3198



INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

- The total annual service fees and volumetric fees for water usage and sewerage disposal for each class of property are set out at www.southeastwater.com.au.
- Updates of rates and other charges will only be provided for up to six months from the date of this statement.
- If this property has recently been subdivided from a "parent" title, there may be service or other charges owing on the "parent" which will be charged to this property, once sold, that do not appear on this statement. You must contact us to see if there are any such charges as they may be charged to this property on sale and should therefore be adjusted with the owner of the parent title beforehand.
- If the property is sold, the vendor is liable to pay all fees incurred in relation to the property until the vendor gives South East Water a Notice of Disposition of Land required by the Water (Disposition of Land) Regulations 2010. Please include the Reference Number set out above in that Notice.
- Fees relating to the property may change from year-to-year in accordance with the Essential Service Commission's Price Determination for South East Water.
- Every fee referred to above is a charge against the property and will be recovered from a purchaser of the property if it is not paid by the vendor.
- Information about when and how outstanding fees may be paid, collected and recovered is set out in the Essential Services Commission's Customer Service Code, Urban Water Businesses.
- If this Statement only sets out rates and fees levied by Parks Victoria and Melbourne Water, the property
 may not be connected to South East Water's works. To find out whether the property is, or could be
 connected upon payment of the relevant charges, or whether it is separately metered, telephone 131 694.
- For a new connection to our water or sewer services, fees / charges will be levied.

2. Encumbrance Summary

Where available, the location of sewers is shown on the attached plan. Please ensure where manholes appear, that they remain accessible at all times "DO NOT COVER". Where driveways/paving is proposed to be constructed over easements for water supply/sewerage purposes, or within 1 metre of a South East Water asset, the owner will be responsible for all costs associated with any demolition and or re-instatement works, necessary to allow maintenance and or repair of the asset effected. Where changes to the surface levels requires maintenance shafts/holes to be altered, all works must be carried out by South East Water approved contractors only. For information call 131694. For all other works, prior consent is required from south East Water for any construction over easements for water supply/sewerage purposes, or within 1 metre of a South East Water asset.

To assist in identifying if the property is connected to South East Waters sewerage system, connected by a shared, combined or encroaching drain, it is recommended you request a copy of the Property Sewerage Plan. A copy of the Property Sewerage Plan may be obtained for a fee at www.southeastwater.com.au Part of the Property Sewerage Branch servicing the property may legally be the property owners responsibility to maintain not South East Waters. Refer to Section 11 of South East Waters Customer Charter to determine if this is the case. A copy of the Customer Charter can be found at www.southeastwater.com.au. When working in proximity of drains, care must be taken to prevent infiltration of foreign material and or ground water into South East Waters sewerage system. Any costs associated with rectification works will be charged to the property owner.

The applicable flood level for this property is RL 42.07 metres to Australian Height Datum (AHD). For further information contact Melbourne Water on 9679-7517.

ENCUMBRANCE ENQUIRY EMAIL infostatements@sew.com.au

AUTHORISED OFFICER:

MIKALA HEHIR GENERAL MANAGER CUSTOMER & COMMUNITY ENGAGEMENT South East Water Information Statement Applications

PO Box 2268, Seaford, VIC 3198



INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

If no plan is attached to this Statement, South East Water is not aware of any works belonging to South East Water being present on the property.

If a plan is attached to this Statement, it indicates the nature of works belonging to South East Water, their approximate location, and the approximate location of any easement relating to those works.

Important Warnings

The map base for any attached plan is not created by South East Water which cannot and does not guarantee the accuracy, adequacy or completeness of any information in the plan, especially the exact location of any of South East Water's works, which may have changes since the attached plan was prepared. Their location should therefore be proven by hand before any works are commenced on the land.

Unless South East Water's prior written approval is obtained, it is an offence to cause any structure to be built or any filling to be placed on a South East Water easement or within 1 metre laterally of any of its works or to permit any structure to be built above or below any such area.

Any work that requires any South East Water manhole or maintenance shaft to be altered may only be done by a contractor approved by South East Water at the property owner's cost.

If the owner builds or places filling in contravention of that requirement, the owner will be required to pay the cost of any demolition or re-instatement of work that South East Water considers necessary, in order to maintain, repair or replace its asset.

This Statement does not include any information about current or outstanding consent issued for plumbing works on at the property.

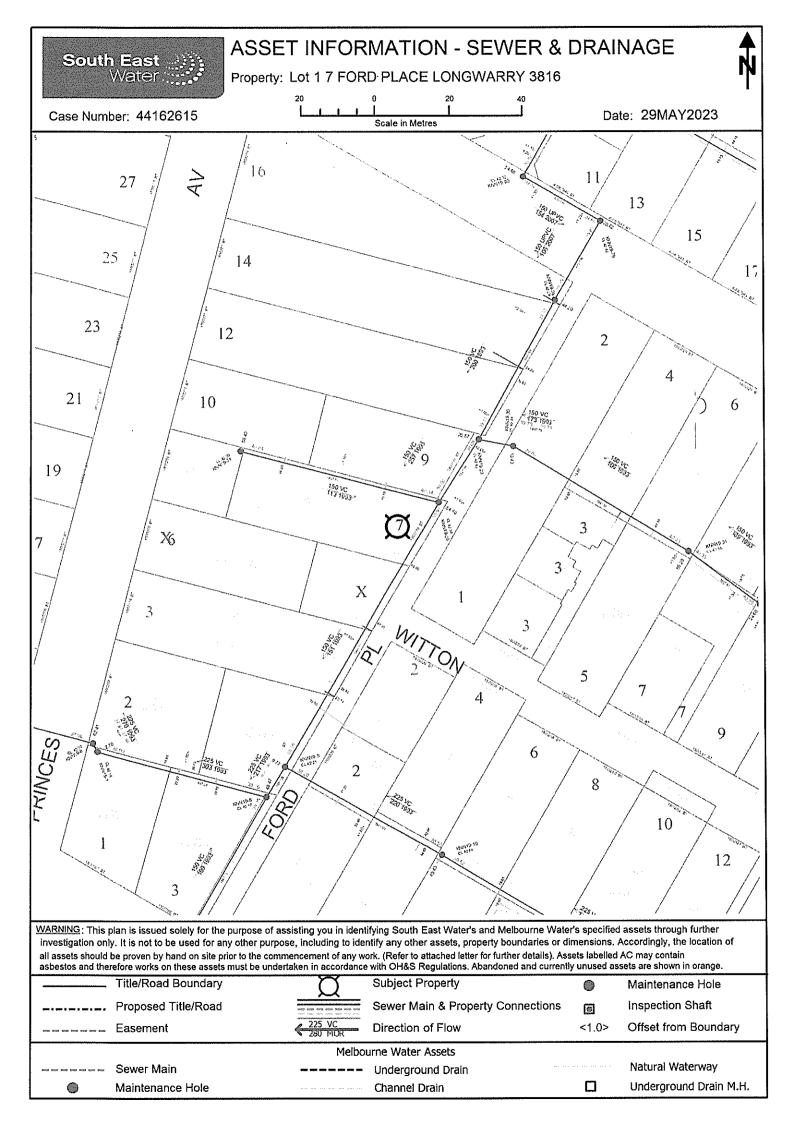
3. Disclaimer

This Statement does not contain all the information about the property that a prospective purchaser may wish to know. Accordingly, appropriate enquiries should be made of other sources and information.

South East Water has prepared the information in this Statement with due care and diligence. It cannot and does not accept liability for any loss or damage arising from reliance on the information given, beyond the extent set out in section 155 of the Water Act 1989 and sections 18 and 29 of the Australian Consumer Law.

AUTHORISED OFFICER:

MIKALA HEHIR GENERAL MANAGER CUSTOMER & COMMUNITY ENGAGEMENT South East Water Information Statement Applications PO Box 2268, Seaford, VIC 3198

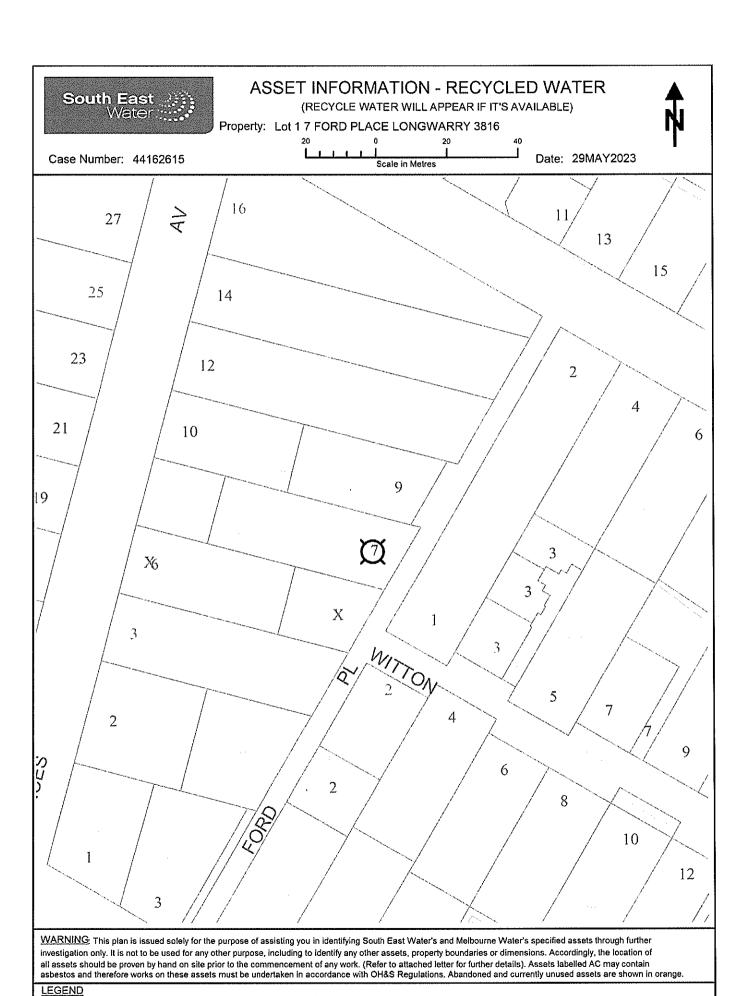


ASSET INFORMATION - WATER South East //: Water Property: Lot 1 7 FORD PLACE LONGWARRY 3816 Case Number: 44162615 Date: 29MAY2023 Scale in Metres 3.7 750 UPVC-CL 12 0.65 2.8 100 UP C-C3 X6 Х WITTON 100 UPVC- CL 12 :-M

WARNING: This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain assets and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

LEGEND

LEGEND				
Title/Road Boundary	Q	Subject Property	94 (\$)	Hydrant
Proposed Title/Road		Water Main Valve	\$1 VA	Fireplug/Washout
um van	100(E) 26 9 773	Water Main & Services	~ 1.0	Offset from Boundary



Subject Property

Recycled Water Main Valve

Recycled Water Main & Services

Hydrant

Fireplug/Washout

Offset from Boundary

Title/Road Boundary

Proposed Title/Road

Easement

Due diligence checklist

What you need to know before buying a residential property

Before you buy a home, you should be aware of a range of issues that may affect that property and impose restrictions or obligations on you, if you buy it. This checklist aims to help you identify whether any of these issues will affect you. The questions are a starting point only and you may need to seek professional advice to answer some of them. You can find links to organisations and web pages that can help you learn more, by visiting the <u>Due diligence checklist page</u> on the Consumer Affairs Victoria website (consumer.vic.gov.au/duediligencechecklist).

Urban living

Moving to the inner city?

High density areas are attractive for their entertainment and service areas, but these activities create increased traffic as well as noise and odours from businesses and people. Familiarising yourself with the character of the area will give you a balanced understanding of what to expect.

Is the property subject to an owners corporation?

If the property is part of a subdivision with common property such as driveways or grounds, it may be subject to an owners corporation. You may be required to pay fees and follow rules that restrict what you can do on your property, such as a ban on pet ownership.

Growth areas

Are you moving to a growth area?

You should investigate whether you will be required to pay a growth areas infrastructure contribution.

Flood and fire risk

Does this property experience flooding or bushfire?

Properties are sometimes subject to the risk of fire and flooding due to their location. You should properly investigate these risks and consider their implications for land management, buildings and insurance premiums.

Rural properties

Moving to the country?

If you are looking at property in a rural zone, consider:

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.
- · Do you understand your obligations to manage weeds and pest animals?

Can you build new dwellings?

Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land?

Is there any earth resource activity such as mining in the area?

You may wish to find out more about exploration, mining and quarrying activity on or near the property and consider the issue of petroleum, geothermal and greenhouse gas sequestration permits, leases and licences, extractive industry authorisations and mineral licences.

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

You should consider whether past activities, including the use of adjacent land, may have caused contamination at the site and whether this may prevent you from doing certain things to or on the land in the future.

(04/10/2016)



Land boundaries

Do you know the exact boundary of the property?

You should compare the measurements shown on the title document with actual fences and buildings on the property, to make sure the boundaries match. If you have concerns about this, you can speak to your lawyer or conveyancer, or commission a site survey to establish property boundaries.

Planning controls

Can you change how the property is used, or the buildings on it?

All land is subject to a planning scheme, run by the local council. How the property is zoned and any overlays that may apply, will determine how the land can be used. This may restrict such things as whether you can build on vacant land or how you can alter or develop the land and its buildings over time.

The local council can give you advice about the planning scheme, as well as details of any other restrictions that may apply, such as design guidelines or bushfire safety design. There may also be restrictions – known as encumbrances – on the property's title, which prevent you from developing the property. You can find out about encumbrances by looking at the section 32 statement.

Are there any proposed or granted planning permits?

The local council can advise you if there are any proposed or issued planning permits for any properties close by. Significant developments in your area may change the local 'character' (predominant style of the area) and may increase noise or traffic near the property.

Safety

Is the building safe to live in?

Building laws are in place to ensure building safety. Professional building inspections can help you assess the property for electrical safety, possible illegal building work, adequate pool or spa fencing and the presence of asbestos, termites, or other potential hazards.

Building permits

Have any buildings or retaining walls on the property been altered, or do you plan to alter them?

There are laws and regulations about how buildings and retaining walls are constructed, which you may wish to investigate to ensure any completed or proposed building work is approved. The local council may be able to give you information about any building permits issued for recent building works done to the property, and what you must do to plan new work. You can also commission a private building surveyor's assessment.

Are any recent building or renovation works covered by insurance?

Ask the vendor if there is any owner-builder insurance or builder's warranty to cover defects in the work done to the property.

Utilities and essential services

Does the property have working connections for water, sewerage, electricity, gas, telephone and internet?

Unconnected services may not be available, or may incur a fee to connect. You may also need to choose from a range of suppliers for these services. This may be particularly important in rural areas where some services are not available.

Buyers' rights

Do you know your rights when buying a property?

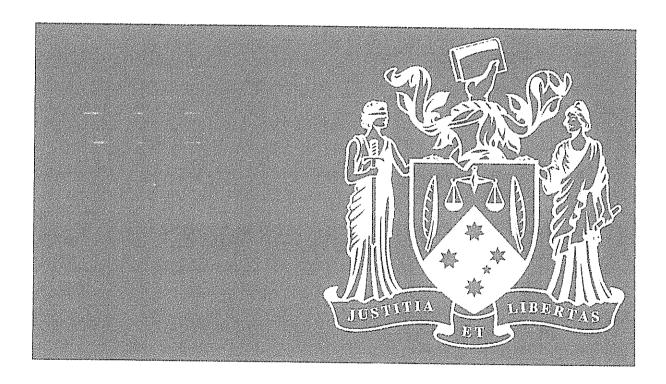
The contract of sale and section 32 statement contain important information about the property, so you should request to see these and read them thoroughly. Many people engage a lawyer or conveyancer to help them understand the contracts and ensure the sale goes through correctly. If you intend to hire a professional, you should consider speaking to them before you commit to the sale. There are also important rules about the way private sales and auctions are conducted. These may include a cooling-off period and specific rights associated with 'off the plan' sales. The important thing to remember is that, as the buyer, you have rights.



Lease of Real Estate

with Guarantee & Indemnity (Commercial Property)

7 Ford Place, Longwarry Victoria 3816



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Warning and Disclaimer

This document is prepared from a precedent intended solely for use by legal practitioners. The parts of the document prepared by the Law Institute of Victoria are intended for use only by legal practitioners with the knowledge, skill and qualifications required to use the precedent to create a document suitable for the transaction. This precedent is not a guide and it does not attempt to include all relevant issues or include all aspects of law or changes to the law.

Legal practitioners using this document should check for any change in the law and ensure that their particular facts and circumstances are appropriately incorporated into the document to achieve its intended use..

You should note the warranty in clause 22 and record any alterations to the lease conditions in schedule item 17 and not in the lease conditions. If the lease is one to which the *Retail Leases Act 2003* (Vic) applies, the parties should refer to that Act for important rights and obligations that are not set out in this lease.

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The landlord leases the premises to the tenant for the term and at the rent and on the conditions set out in this lease together with all necessary access over any common areas.

The parties, including the guarantor, if any, agree to be bound by and promptly perform their respective obligations set out in this lease.

Lease Conditions

DEFINITIONS AND INTERPRETATION

1.1 The listed expressions in bold print have the meaning set out opposite them -					
EXPRESSION	MEAN	ING			
accounting period	the period of 12 months ending 30 June or other period of 12 months adopted by the landlord in respect of this lease for recovery of building outgoings and includes any broken periods at the start and end of the term				
Act	the Re	the Retail Leases Act 2003 (Vic)			
Building		any building comprising the premises or in which the premises are located, including the landlord's installations			
Building outgoings	Building outgoings any of the following expenses (excluding capital expenses and expenses whose refrom the tenant would be contrary to applicable legislation) incurred in respect of the building, the premises or any premises in the building which include the premises.				
	(a) (b)	rates, levies and assessments imposed by any relevant authorities; taxes including land tax (unless the Act applies), calculated on the basis that the land is the only land of the landlord liable to tax and is not subject to a trust but excluding income tax and capital gains tax;			
	(c)	the costs of maintaining and repairing the building and the landlord's installations and carrying out works as required by relevant authorities (but excluding any amount recovered in respect of maintenance or repair by the landlord from its insurer);			
	(d)	premiums and charges for the following insurance policies taken out by the landlord -			
		 (i) damage to and destruction of the premises for their replacement value for the risks listed in item 11, (ii) removal of debris, 			
		(iii) breakdown of landlord's installations,			
		(iv) breakage of glass,			
		(v) public risk for any single event for \$20 million or other amount reasonably specified from time to time by the landlord, and			
		(vi) loss of rent and outgoings for 18 months,			
		and excesses paid or payable on claims,			
	(e)	costs incurred in providing services to the land, the building or the premises including -			
		(i) heating,			
		(ii) cooling,			
		(iii) air-conditioning,			
		(iv) cleaning,			
		(v) pest control, (vi) waste collection,			
		(vi) Waste collection, (vii) lighting,			
		(viii) landscaping and garden maintenance,			
		(ix) security, and			
		(x) fire safety prevention, detection and control;			
	(f)	costs of repairs or maintenance work in respect of an essential safety measure;			

accountancy and audit fees,

(g)

if the premises comprise only a part of the lettable area of the building, costs of

whatever description, reasonably incurred by the landlord in the administration, management or operation of the land, the building and the premises including whether incurred by the landlord directly or as owners corporation levies, at cost to the landlord on the basis that an expense is deemed to have been paid at the time it fell due for payment

building rules

any rules adopted from time to time for the building, including the rules of any owners corporation affecting the premises

common areas

areas in the building or on the land that are under the control of the landlord or an owners corporation and are used or intended for use -

(a)

(b) in common by the landlord or tenants of premises in the building in relation to the carrying on of businesses on those premises,

other than areas which are let or licensed, or intended to be let or licensed, other than on

Consumer Price Index

the consumer price index published by the Australian Government Statistician under the heading All Groups, Melbourne

CPI review date

a date specified in item 13(b)

electronic signature

a visual representation of a person's handwritten signature or mark which is placed on a physical or electronic copy of this lease (or a notice given under this lease) by electronic or mechanical means, and "electronically signed" has a corresponding meaning

essential safety measure

has the same meaning as in the Building Regulations 2018 or any subsequent corresponding regulations

fixed review date

a date specified in item 13(c)

GST

GST within the meaning of the GST Act

GST Act

A New Tax System (Goods and Services Tax) Act 1999 (Cth)

Guarantor

the person named in item 3

Item

an item in the schedule to this lease

Land

the parcel of land comprising the premises or on which the building is erected and which

is described in item 4(b)

Landlord

the person named in item 1, or any other person who will be entitled to possession of the premises when this lease ends

landlord's installations

any property other than the land of the landlord, in the premises or on the land and includes the property listed in item 5

lettable area

unless the Act applies and requires otherwise -

- in relation to the premises, the area let; and (a)
- (b) in relation to the building, the total area of the building that is used by the landlord or let or licensed or intended to be and capable of being let or licensed, other than on a casual basis.

When it is necessary to measure the lettable area of the building or any part of the building, the measurement is to be carried out using the most recent revision of the relevant Property Council of Australia method of measurement

market review date

a date specified in item 13(a) the use specified in item 12

permitted use **PPSA**

the Personal Property Securities Act 2009 (Cth)

the first day of the term; and

Premises

the premises described in item 4(a) and fixed improvements and the landlord's installations within the premises but excluding the tenant's installations

Rent

the amount in item 6, as varied in accordance with this lease

review date

a date specified in item 13

start of the lease

the earlier of-

(a)

- - the date upon which the tenant or any previous tenant took occupation of the (b) premises under this lease or pursuant to an earlier lease or licence (whether or not on terms that are materially different from those in this lease) which together with this lease created an unbroken right to occupation of the premises

Tenant

the person named in item 2, or any person to whom the lease has been transferred

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tenant's agents the tenant's employees, agents, contractors, customers and visitors to the premises

tenant's installations the items of equipment and fittings listed in item 7 and those introduced by the tenant

after the lease starts

Term the period stated in item 8

Valuer a person holding the qualifications or experience specified under section 13DA(2) of the

Valuation of Land Act 1960 (Vic) and, if the Act applies, a specialist retail valuer.

1.2 References to laws include statutes, regulations, instruments and by-laws and all other subordinate legislation or orders made by any authority with jurisdiction over the premises. Illegal means contrary to a law as defined in this sub-clause.

- 1.3 This lease must be interpreted so that it complies with all laws applicable in Victoria. If any provision of this lease does not comply with any law, then the provision must be read down so as to give it as much effect as possible. If it is not possible to give the provision any effect at all, then it must be severed from the rest of the lease.
- 1.4 The law of Victoria applies to this lease.
- 1.5 Any change to this lease must be in writing and signed by the parties.
- 1.6 If a party consists of more than one person -
 - (a) the acts and omissions of any of them bind all of them; and
 - (b) an obligation imposed by this lease on or in favour of more than one person binds or benefits them separately, together and in any combination.
- 1.7 The use of one gender includes the others and the singular includes the plural and vice versa.
- 1.8 If the landlord, tenant or guarantor is an individual, this lease binds that person's legal personal representative. If any of them is a corporation, this lease binds its transferees.
- 1.9 This lease, including all guarantees and indemnities, is delivered and operates as a deed.
- 1.10 The tenant is bound by and answerable for the acts and omissions of the tenant's agents.
- 1.11 If there is a conflict between a provision in the schedule and one of these lease conditions then the provision in the schedule is to prevail.
- 1.12 "Include" and every form of that word is to be read as if followed by "(without limitation)".
- 1.13 This lease includes the schedule.
- 1.14 Unless the context otherwise requires, words to the effect of, a party "must" (or "must not") do a specified act or thing, create an obligation and undertaking by that party, a breach of which will constitute a default.

2. TENANT'S PAYMENT, USE AND INSURANCE OBLIGATIONS

- 2.1 The tenant must -
 - 2.1.1 pay the rent without any set-off (legal or equitable) or deduction whatever to the landlord on the days and in the way stated in item 9 without the need for a formal demand. The landlord may direct in writing that the rent be paid to another person. The rent is reviewed on each review date specified in item 13-
 - (a) on a market review date, the rent is reviewed in accordance with clause 11,
 - (b) on a CPI review date, the rent is reviewed in accordance with clause 17, and
 - (c) on a fixed review date, the rent is either increased by the fixed percentage or changed by or to the fixed amount, in either case as specified in item 13 in respect of that fixed review date.
 - 2.1.2 produce receipts for paid building outgoings within 7 days of a request.
 - 2.1.3 pay when due all charges for the provision of services to the premises including gas, electricity, water, internet and telephone.
 - 2.1.4 remove regularly from the premises all rubbish and waste generated by the tenant's operations.
 - 2.1.5 pay the proportion of the building outgoings specified in item 10 in accordance with clause 5.4.
 - 2.1.6 pay or reimburse the landlord within 7 days of a request all increases in insurance premiums paid or payable by the landlord as the result of the tenant's use of the premises.
 - 2.1.7 pay within 7 days of a request interest at the rate that is 2% more than the rate from time to time fixed by the *Penalty Interest Rates Act* 1983 (Vic.) on any rent or other money which the tenant has not paid within 7 days of the due date. Interest is to be calculated daily from the due date, continues until the overdue money is paid and is capitalised monthly.
 - 2.1.8 pay within 7 days of a request the **landlord's** reasonable expenses and legal costs in respect of (a) the negotiation, preparation, settling, execution and stamping (if applicable) of this lease,

- (b) change to this lease requested by the tenant whether or not the change occurs,
- (c) the surrender or ending of this lease (other than by expiration of the term) requested by the tenant, whether or not the lease is surrendered or ended.
- (d) the transfer of this lease or subletting of the premises or proposed transfer or sub-letting whether or not the transfer or subletting occurs,
- (e) a request by the tenant for consent or approval, whether or not consent or approval is given,
- (f) any breach of this lease by the tenant, or
- (g) the exercise or attempted exercise by the landlord of any right or remedy against the tenant,
- but, if the Act applies, only to the extent to which the Act permits recovery.
- 2.1.9 pay any stamp duty on this lease, on any renewal, and any additional stamp duty after a review of rent
- 2.1.10 subject to clauses 3.3.2 and 3.3.3, comply with all laws and requirements of relevant authorities relating to the use or occupation of the premises including those relating to essential safety measures, occupational health and safety and disability discrimination.
- 2.1.11 carry on the business of the permitted use efficiently and, subject to all applicable laws, keep the premises open during the business hours which are normal for the permitted use and not suspend or discontinue the operation of the business.
- 2.1.12 comply with the landlord's reasonable requirements in relation to the use of the landlord's installations and any services provided by the landlord.
- 2.2 The tenant must not, and must not let anyone else -
 - 2.2.1 use the premises except for the permitted use, but the tenant agrees that the landlord has not represented that the premises may be used for that use according to law or that the premises are suitable for that use.
 - 2.2.2 use the premises for any illegal purpose.
 - 2.2.3 carry on any noxious or offensive activity on the premises.
 - 2.2.4 do anything which might cause nuisance, damage or disturbance to a tenant, occupier or owner of any adjacent property.
 - 2.2.5 conduct an auction or public meeting on the premises.
 - 2.2.6 use radio, television or other sound-producing equipment at a volume that can be heard outside the premises.
 - 2.2.7 do anything which might affect any insurance policy relating to the premises by causing -
 - (a) it to become void or voidable,
 - (b) any claim on it being rejected, or
 - (c) a premium to be increased.
 - 2.2.8 keep or use chemicals, inflammable fluids, acids, or other hazardous things on the **premises** except to the extent necessary for the **permitted use** or create fire hazards.
 - 2.2.9 do anything which might prejudicially affect the essential safety measures or the occupational health and safety or disability discrimination status of the premises or the building.
 - 2.2.10 place any sign on the exterior of the premises without the landlord's written consent.
 - 2.2.11 make any alteration or addition, or affix any object, to the premises except with the landlord's written consent; consent is at the landlord's discretion for any alteration, addition or affixation affecting the structure of the building or any of the infrastructure for the provision of services to the building but, otherwise, clause 9.1 applies. In undertaking any work for which the landlord's consent has been obtained, the tenant must strictly conform to plans approved by the landlord and comply with all reasonable conditions imposed on that consent by the landlord and the requirements of each authority with jurisdiction over the premises.
 - 2.2.12 bring onto the premises any object which, due to its nature, weight, size or operation, might cause damage to the premises, the building, or the effective operation of the infrastructure for the provision of services to the premises or the building without the landlord's written consent.
 - 2.2.13 except in an emergency, interfere with any infrastructure for the provision of services in the premises, the building, or in any property of which the premises are part.

2.3 The tenant must -

2.3.1 take out and keep current an insurance cover for the premises in the name of the tenant and noting the interest of the landlord, for public risk for any single event for \$20 million, with an extension which includes the indemnities given by the tenant to the landlord in clauses 5.3.2 and 5.3.3 of this lease to the extent that such an extension is procurable on reasonable terms in the Australian insurance market.

- 2.3.2 maintain the insurance cover with an insurer approved by the landlord.
- 2.3.3 produce satisfactory evidence of insurance cover on written request by the landlord.

3. REPAIRS, MAINTENANCE, FIRE PREVENTION AND REQUIREMENTS OF AUTHORITIES

- 3.1 Subject to clause 3.3, the tenant must -
 - 3.1.1 keep the premises in the same condition as at the start of the lease, except for fair wear and tear;
 - 3.1.2 comply with all notices and orders affecting the premises which are issued during the term except any notices or orders that applicable legislation makes the responsibility of the landlord.
- 3.2 In addition to its obligations under clause 3.1, the tenant must -
 - 3.2.1 repaint or refinish all painted or finished surfaces in a workmanlike manner with as good quality materials as previously at least once every 5 years during the term and any further or earlier term viewed as one continuous period.
 - 3.2.2 keep the **premises** properly cleaned and free from rubbish, keep waste in proper containers and have it removed regularly.
 - 3.2.3 immediately replace glass which becomes cracked or broken with glass of the same thickness and quality.
 - 3.2.4 immediately repair defective windows, light fittings, doors, locks and fastenings, and replace missing or inoperative light-globes and fluorescent tubes, keys and keycards.
 - 3.2.5 maintain in working order all plumbing, drainage, gas, electric, solar and sewerage installations.
 - 3.2.6 promptly give written notice to the landlord or landlord's agent of -
 - (a) damage to the premises or of any defect in the structure of, or any of infrastructure for the provision of services to, the premises,
 - (b) receipt of a notice or order affecting the premises,
 - (c) any hazards threatening or affecting the premises, and
 - (d) any hazards arising from the premises for which the landlord might be liable.
 - 3.2.7 immediately make good damage caused to adjacent property by the tenant or the tenant's agents.
 - 3.2.8 permit the landlord, its agents or workmen to enter the premises during normal business hours, after giving reasonable notice (except in cases of emergency) -
 - (a) to inspect the premises,
 - (b) to carry out repairs or agreed alterations, and
 - (c) to do anything necessary to comply with notices or orders of any relevant authority,

bringing any necessary materials and equipment.

- 3.2.9 carry out repairs within 14 days of being served with a written notice of any defect or lack of repair which the tenant is obliged to make good under this lease. If the tenant does not comply with the notice, the landlord may carry out the repairs and the tenant must repay the cost to the landlord within 7 days of a request.
- 3.2.10 only use persons approved by the landlord to repair and maintain the premises but, if the Act applies, only use persons who are suitably qualified.
- 3.2.11 comply with all reasonable directions of the landlord or the insurer of the premises as to the prevention, detection and control of fire including, if the Act applies, to engage at its own cost suitably qualified consultants to maintain and repair essential safety equipment and installations and if requested, to provide annual inspection reports to the landlord.
- 3.2.12 on vacating the premises, remove all signs and make good any damage caused by installation or removal
- 3.2.13 take reasonable precautions to secure the premises and their contents from theft, keep all doors and windows locked when the premises are not in use and comply with the landlord's reasonable directions for the use and return of keys or keycards.
- 3.2.14 permit the **landlord** or its agent access to the **premises** at reasonable times by appointment to show the **premises** -
 - (a) to valuers and to the landlord's consultants,
 - (b) to prospective purchasers at any time during the term, and
 - to prospective tenants within 3 months before the end of the term (unless the tenant has exercised an option to renew this lease),

and to affix "for sale" or "to let" signs in a way that does not unduly interfere with the permitted use.

3.2.15 maintain any grounds and gardens of the premises in good condition, tidy, free from weeds and well-watered.

- 3.2.16 maintain and keep in good repair any heating, cooling or air conditioning equipment exclusively serving the **premises**.
- 3.3 The tenant is not obliged -
 - 3.3.1 to repair damage against which the landlord must insure under clause 6.2 or to reimburse the landlord for items of expense or damage that would be covered under insurance of the type specified unless the landlord loses or, where the landlord has failed to insure as required, would have lost, the benefit of the insurance because of acts or omissions by the tenant or the tenant's agents.
 - 3.3.2 to carry out structural or capital repairs or alterations or make payments of a capital nature unless the need for them results from -
 - (a) negligence by the tenant or the tenant's agents,
 - (b) failure by the tenant to perform its obligations under this lease,
 - (c) the tenant's use of the premises, other than reasonable use for the permitted use, or
 - (d) the nature, location or use of the tenant's installations,

in which case the repairs, alterations or payments are the responsibility of the tenant.

3.3.3 to carry out any work that applicable legislation makes the responsibility of the landlord.

4. LEASE TRANSFERS, SUBLETTING ETC.

- 4.1 The tenant must not transfer this lease or sublet or licence the premises without the landlord's written consent, and section 144 of the *Property Law Act* 1958 (Vic) and clause 9.1 do not apply.
- 4.2 The landlord -
 - 4.2.1 subject to sub-clause 4.2.2, must not unreasonably withhold consent to a transfer of this lease or a sublease or licence of the **premises** if the **tenant** has complied with the requirements of clause 4.3 and the proposed transferee, subtenant or licensee proposes to use the **premises** in a way permitted under this lease. If the **Act** applies, the **landlord** may only withhold consent to a transfer of this lease in accordance with the **Act**.
 - 4.2.2 may withhold consent at the landlord's discretion if the Act does not apply, and a transfer of this lease would result in the Act applying, or applying if this lease is renewed for a further term.
- 4.3 To obtain the landlord's consent to a transfer, sublease or licence the tenant must -
 - 4.3.1 ask the landlord in writing to consent to the transfer, sublease or licence,
 - 4.3.2 give the landlord -
 - in relation to each proposed new tenant, sub-tenant or licensee such information as the landlord reasonably requires about its financial resources and business experience and if the Act does not apply, any additional information reasonably required by the landlord to enable it to make a decision, and
 - (b) a copy of the proposed document of transfer, sublease or licence, and
 - 4.3.3 remedy any breach of the lease which has not been remedied and of which the **tenant** has been given written notice.
- 4.4 If the Act applies and -
 - 4.4.1 the tenant has asked the landlord to consent to a transfer and complied with clause 4.3 and section 61 of the Act, and
 - 4.4.2 the landlord fails to respond by giving or withholding consent to the transfer within 28 days,

then the landlord is to be taken as having consented.

- 4.5 If the landlord consents to the transfer, sublease or licence, the landlord, tenant and new tenant, sub-tenant or licensee and the guarantor must execute the documents submitted under sub-clause 4.3.2(b). The directors of the new tenant, sub-lessee or licensee (if it is a corporation) must execute a guarantee and indemnity in the terms of clause 15.
- 4.6 The tenant must pay the landlord's reasonable expenses incurred in connection with an application for consent or the granting of consent and the completion of the documents, as well as any stamp duty on the documents.
- 4.7 Except by a transfer sublease or licence to which the landlord has consented, or is to be taken as having consented, the tenant must not give up possession of or share occupancy of the premises to or with anyone else or mortgage or charge its interest under this lease or enter into any arrangement that gives a person the right to enter into occupation of the premises without the landlord's written consent; consent is at the landlord's discretion.
- 4.8 Subject to the Act, if it applies, the obligations to the landlord of every tenant who has transferred this lease continue until this lease ends. They do not continue into any period of overholding after this lease ends, nor into any renewed term: at those times they are the responsibility only of the tenant in possession. This clause does not prevent the landlord from enforcing rights which arise before this lease ends.

5. GENERAL AGREEMENTS BETWEEN LANDLORD AND TENANT

- 5.1 When this lease ends, the tenant must -
 - 5.1.1 return the premises to the landlord clean and in the condition required by this lease, and
 - 5.1.2 remove the **tenant's installations** and other **tenant's** property from the **premises** and make good any damage caused in installing or removing them.
- 5.2 After this lease ends -
 - 5.2.1 all **tenant's installations** and other **tenant's** property on the premises may be removed by the landlord and the **landlord** may recover the costs of removal and making good as a liquidated debt payable on demand.
 - 5.2.2 all **tenant's installations** and **tenant's** property on the premises will be considered abandoned and will become the property of the **landlord** either at the end of the **term** or if this lease ends before the term expires, 14 days after this lease ends.
 - 5.2.3 The parties acknowledge that this clause 5.2 is an agreement about the disposal of uncollected goods for the purposes of section 56(6) of the Australian Consumer Law and Fair Trading Act 2012 (Vic) and to the extent permitted by law will operate in relation to tenant's installations and tenant's property in place of any legislation that might otherwise apply to goods remaining on the premises.

5.3 The tenant -

- 5.3.1 uses and occupies the premises at its own risk,
- 5.3.2 releases the landlord from and indemnifies the landlord against all claims resulting from incidents occurring on the premises (except to the extent caused or contributed to by the landlord, or a person for whom the landlord is responsible) or resulting from damage to adjacent premises covered by clause 3.2.7, and
- 5.3.3 indemnifies the landlord against any claim resulting from any act or failure to act by the tenant or the tenant's agents while using the premises.
- 5.4 In relation to building outgoings -
 - 5.4.1 the landlord must pay the building outgoings when they fall due for payment but, if the landlord requires, the tenant must pay when due a building outgoing for which the tenant receives notice directly and reimburse the landlord within 7 days of a request all building outgoings for which notices are received by the landlord.
 - 5.4.2 the tenant must pay or reimburse the landlord the proportion specified in item 10.
 - 5.4.3 at least 1 month before the start of an accounting period, the landlord may, or if the Act applies must, give the tenant an estimate of building outgoings for the accounting period.
 - 5.4.4 despite clause 5.4.1, if the landlord requires, the tenant, must pay its share of the estimated building outgoings by equal monthly instalments during the accounting period on the days on which rent is payable (after allowing for building outgoings paid directly or separately reimbursed by the tenant).
 - 5.4.5 if the Act applies, the landlord must make a statement of building outgoings available during each accounting period as required by the Act.
 - 5.4.6 within 3 months after the end of an accounting period, the landlord must give the tenant a statement of the actual building outgoings for the accounting period (if the Act applies and requires that the statement be accompanied by a report by a registered company auditor, the statement must be accompanied by a report complying with section 47(5); if the Act applies but does not require that the statement be accompanied by a report by a registered company auditor, the statement must be accompanied by the items specified in section 47(6)(b)).
 - 5.4.7 the tenant must pay any deficiency or the landlord must credit or repay any excess, within 1 month after a statement is provided under clause 5.4.6 or within 4 months after the end of the accounting period, whichever is earlier.
 - 5.4.8 the parties must make an appropriate adjustment for any building outgoing incurred in respect of a period beginning before the start of the term or continuing after this lease ends.
- 5.5 If the freehold of the **premises** (or the **building**) is transferred, the transferor **landlord** is released from all lease obligations falling due for performance on or after the date of the instrument of transfer.
- 5.6 Payment or tender by cheque is not effective until clearance of funds.

6. LANDLORD'S OBLIGATIONS

6.1 The landlord must give the tenant quiet possession of the premises without any interruption by the landlord or anyone connected with the landlord as long as the tenant does what it must under this lease.

- 6.2 The landlord must take out at the start of the term and keep current policies of insurance for the risks listed in item 11 against -
 - 6.2.1 damage to and destruction of the building, for its replacement value,
 - 6.2.2 removal of debris.
 - 6.2.3 breakdown of plant and equipment at the premises, and
 - 6.2.4 breakage of glass, for its replacement value.
- 6.3 The landlord must if requested, give to the tenant the written consent to this lease of each mortgagee whose interest would otherwise have priority over this lease.
- 6.4 The landlord must keep the structure (including the external faces and roof) of the building and the landlord's installations in a condition consistent with their condition at the start of the lease, but is not responsible for repairs which are the responsibility of the tenant under clauses 3.1, 3.2 and 3.3.2.

7. EVENTS OF DEFAULT AND LANDLORD'S RIGHTS

- 7.1 The landlord may terminate this lease, by re-entry or notice of termination, if -
 - 7.1.1 subject to clause 7.5, the rent is unpaid after the day on which it falls due for payment,
 - 7.1.2 the tenant does not meet its obligations under this lease,
 - 7.1.3 the tenant is a corporation and -
 - (a) an order is made or a resolution is passed to wind it up except for reconstruction or amalgamation,
 - (b) goes into liquidation,
 - (c) is placed under official management.
 - (d) has a receiver, including a provisional receiver, or receiver and manager of any of its assets or an administrator appointed,
 - (e) without the landlord's written consent, there is a different person in control of the tenant as a result of changes in -
 - (i) the directors of the company
 - (ii) membership of the company or its holding company,
 - (iii) beneficial ownership of the shares in the company or its holding company, or
 - (iv) beneficial ownership of the business or assets of the company,

but this paragraph does not apply if the **tenant** is a public company listed on a recognised Australian public securities exchange, or a subsidiary of one; nor does it apply if the change results from the death or incapacity of an individual director or shareholder.

"control" has the meaning set out at s.50AA of the Corporations Act 2001,

- 7.1.4 a warrant issued by a court to satisfy a judgement against the **tenant** or a **guarantor** is not satisfied within 30 days of being issued,
- 7.1.5 a guarantor is a natural person and -
 - (a) becomes bankrupt,
 - (b) takes or tries to take advantage of Part X of the Bankruptcy Act 1966 (Cth),
 - (c) makes an assignment for the benefit of their creditors, or
 - (d) enters into a composition or arrangement with their creditors,
- 7.1.6 a guarantor is a corporation and one of the events specified in (a) to (e) of clause 7.1.3 occurs in relation to it, or
- 7.1.7 the tenant, without the landlord's written consent -
 - (a) discontinues its business on the premises, or
 - (b) leaves the premises unoccupied for 14 days.
- 7.2 Termination by the landlord ends this lease, but the landlord retains the right to sue the tenant for unpaid money or for damages (including damages for the loss of the benefits that the landlord would have received if the lease had continued for the full term) for breaches of its obligations under this lease.
- 7.3 For the purpose of section 146(1) of the *Property Law Act* 1958 (Vic), 14 days is fixed as the period within which the **tenant** must remedy a breach capable of remedy and pay reasonable compensation for the breach.
- 7.4 Breach by the tenant of any of the following clauses of this lease is a breach of an essential term and constitutes repudiation: 2.1.1, 2.1.5, 2.1.6, 2.1.10, 2.1.11, 2.2.1, 2.2.2, 2.2.7, 2.2.8, 2.2.9, 2.2.11, 2.2.12, 2.3, 3.2.11, 4.1, 4.7, 5.4.2, 5.4.7, 13 and 16. Other tenant obligations under this lease may also be essential.
- 7.5 Before terminating this lease for repudiation (including repudiation consisting of the non-payment of rent), or for an event to which section 146(1) of the *Property Law Act* 1958 (Vic) does not extend, the landlord must give the tenant written notice of the breach and a period of 14 days in which to remedy it (if it is capable of remedy) and to pay reasonable compensation for it. A notice given in respect of a breach amounting to repudiation is not an affirmation of the lease.

- 7.6 Even though the landlord does not exercise its rights under this lease on one occasion, it may do so on any later occasion.
- 7.7 The landlord may only waive any -
 - 7.7.1 breach of this lease by the tenant that is the subject of; or
 - 7.7.2 rights or entitlements pursuant to;

a notice under clause 7.5 or section 146(1) of the *Property Law Act* 1958 (Vic) by giving clear written notice of that waiver to the **tenant**.

8. DESTRUCTION OR DAMAGE

- 8.1 If the premises or the building are damaged so that the premises are unfit for use for the permitted use or inaccessible-
 - 8.1.1 a fair proportion of the rent and building outgoings is to be suspended until the premises are again wholly fit for the permitted use, and accessible, and
 - 8.1.2 the suspended proportion of the rent and building outgoings must be proportionate to the nature and extent of the unfitness for use or inaccessibility.
- 8.2 If the premises or the building are partly destroyed, but not substantially destroyed, the landlord must reinstate the premises or the building as soon as reasonably practicable.
- 8.3 If the premises or the building are wholly or substantially destroyed -
 - 8.3.1 the landlord is not obliged to reinstate the premises or the building, and
 - 8.3.2 if the reinstatement does not start within 3 months, or is not likely to be completed within 9 months, the landlord or the tenant may end this lease by giving the other written notice.
- 8.4 The tenant will not be entitled to suspension of rent or building outgoings under sub-clause 8.1.1 nor to end the lease under sub-clause 8.3.2 and the landlord will not be obliged to reinstate the premises or the building under clause 8.2 if payment of an insurance claim is properly refused in respect of the damage or destruction because of any act or omission by the tenant or the tenant's agents.
- 8.5 If the Act does not apply and there is a dispute under this clause, the landlord or the tenant may request the President of the Australian Property Institute, Victorian Division, to nominate a practising valuer member of that Institute to determine the dispute or the landlord and tenant may refer the dispute to mediation. The valuer acts as an expert and not as an arbitrator and the determination is binding.

9. CONSENTS AND WARRANTIES BY THE PARTIES

- 9.1 Subject to the Act (if it applies), the landlord must not unreasonably withhold its consent or approval to any act by the tenant or matter which needs consent or approval unless any other clause provides otherwise, but
 - 9.1.1 the landlord may impose reasonable conditions on any consent or approval, and
 - 9.1.2 the **tenant** must reimburse the **landlord's** reasonable expenses resulting from an application for its consent or approval, including fees paid to consultants.
- 9.2 This lease, together with (if the **Act** applies) any disclosure statement, contains the whole agreement of the parties. Neither the **landlord** nor the **tenant** is entitled to rely on any warranty or statement in relation to -
 - 9.2.1 the conditions on which this lease has been agreed,
 - 9.2.2 the provisions of this lease, or
 - 9.2.3 the premises

which is not contained in those documents.

10. OVERHOLDING AND ABANDONMENT OF THE PREMISES

- 10.1 If the tenant remains in possession of the premises without objection by the landlord after the end of the term -
 - 10.1.1 the tenant, without any need for written notice of any kind, is a monthly tenant on the conditions in this lease, modified so as to apply to a monthly tenancy,
 - 10.1.2 the landlord or the tenant may end the tenancy by giving one month's written notice to the other which may expire on any day of the month,
 - 10.1.3 the monthly rent starts at one-twelfth of the annual rent which the tenant was paying immediately before the term ended unless a different rent has been agreed, and
 - 10.1.4 the landlord may increase the monthly rent by giving the tenant one month's written notice.

- 10.2 If the tenant vacates the premises during the term, whether or not it ceases to pay rent -
 - 10.2.1 the landlord may -
 - (a) accept the keys,
 - (b) enter the premises to inspect, maintain or repair them, or
 - (c) show the premises to prospective tenants or purchasers,

without this being re-entry or an acceptance of repudiation or a waiver of the landlord's rights to recover rent or other money under this lease.

- 10.2.2 this lease continues until a new tenant takes possession of the premises, unless the landlord-
 - (a) accepts a surrender of the lease, or
 - (b) notifies the tenant in writing that the landlord accepts the tenant's repudiation of the lease, or
 - (c) ends the lease in accordance with clause 7.1.

11. RENT REVIEWS TO MARKET

11.1 In this clause "review period" means the period following each market review date until the next review date or the end of this lease.

The review procedure on each market review date is -

- 11.1.1 each review of rent may be initiated by the landlord or the tenant unless item 14 states otherwise but, if the Act applies, review is mandatory.
- 11.1.2 the landlord or the tenant entitled to initiate a review does so by giving the other a written notice stating the current market rent which it proposes as the rent for the review period. If the Act does not apply and the recipient of the notice does not object in writing to the proposed rent within 14 days the proposed rent becomes the rent for the review period.
- 11.1.3 If-
 - (a) the Act does not apply and the recipient of the notice serves an objection to the proposed rent within 14 days and the landlord and tenant do not agree on the rent within 14 days after the objection is served, or
 - (b) the Act applies and the landlord and tenant do not agree on what the rent is to be for the review period.

the landlord and tenant must appoint a valuer to determine the current market rent.

If the Act does not apply and if the landlord and tenant do not agree on the name of the valuer within 28 days after the objection is served, either may apply to the President of the Australian Property Institute, Victorian Division to nominate the valuer. If the Act applies, the valuer is to be appointed by agreement of the landlord and tenant, or failing agreement, by the Small Business Commissioner.

- 11.1.4 In determining the current market rent for the premises the valuer must -
 - (a) consider any written submissions made by the landlord and tenant within 21 days of their being informed of the valuer's appointment, and
 - (b) determine the current market rent as an expert

and, whether or not the Act applies, must make the determination in accordance with the criteria set out in section 37(2) of the Act.

- 11.1.5 The valuer must make the determination of the current market rent and inform the landlord and tenant in writing of the amount of the determination and the reasons for it as soon as possible after the end of the 21 days allowed for submissions by the parties.
- 11.1.6 If-
 - (a) no determination has been made within 45 days (or such longer period as is agreed by the landlord and the tenant or, if the Act applies, as is determined in writing by the Small Business Commissioner) of the landlord and tenant
 - (i) appointing the valuer, or
 - (ii) being informed of the valuer's appointment, or
 - (b) the valuer resigns, dies, or becomes unable to complete the valuation,

then the landlord and tenant may immediately appoint a replacement valuer in accordance with sub-clause 11.1.3.

- 11.2 The valuer's determination is binding.
- 11.3 The landlord and tenant must bear equally the valuer's fee for making the determination and if either pays more than half the fee, may recover the difference from the other.
- 11.4 Until the determination is made by the valuer, the tenant must continue to pay the same rent as before the market review date and within 7 days of being informed of the valuer's determination, the parties must make any necessary adjustments.

11.5 If the Act does not apply, a delay in starting a market review does not prevent the review from taking place and being effective from the market review date but if the market review is started more than 12 months after the market review date, the review takes effect only from the date on which it is started.

12. FURTHER TERM(S)

- 12.1 The tenant has an option to renew this lease for the further term or terms stated in item 15 and the landlord must renew this lease for that further term or those further terms if -
 - 12.1.1 there is no unremedied breach of this lease by the tenant of which the landlord has given the tenant written notice at the time the tenant requests renewal as required by clause 12.1.3,
 - 12.1.2 the **tenant** has not persistently committed breaches of this lease of which the **landlord** has given written notice during the **term**, and
 - 12.1.3 the tenant has exercised the option for renewal in writing (unless the Act otherwise permits) not more than 6 months nor less than 3 months before the end of the term.
- 12.2 The lease for the further term -
 - 12.2.1 starts on the day after the term ends,
 - 12.2.2 has a starting rent determined in accordance with item 13, and
 - 12.2.3 must contain the same terms as this lease (but with no option for renewal after the last option for a further term stated in item 15 has been exercised) including any provisions appearing in this document that may have been read down or severed to comply with any applicable law that has ceased to be applicable, as if they had not been read down or severed.
- 12.3 If the **tenant** is a corporation and was required to provide directors' guarantees for this lease, the **tenant** must provide guarantees of its obligations under the renewed lease by its directors, and by each person who has provided a guarantee for the expired **term**, in the terms of clause 15.

13. SECURITY DEPOSIT

- 13.1 The tenant must pay a security deposit to the landlord of the amount stated in item 16 and must maintain the deposit at that amount.
- 13.2 Any security deposit not in the form of a guarantee may be invested in an interest bearing deposit and any interest accruing on it is to be treated as a supplementary payment of security deposit. When the term starts, the tenant must provide the landlord with the tenant's tax file number.
- 13.3 The landlord may use the deposit to make good the cost of remedying breaches of the tenant's obligations under this lease (or any of the events specified in clause 7.1) and the tenant must pay whatever further amount is required to bring the deposit back to the required level.
- As soon as practicable after this lease has ended and the **tenant** has vacated the **premises** and performed all of its obligations under the lease, the **landlord** must refund the unused part of the deposit.
- 13.5 The **tenant** may, and if the **landlord** requires must, provide the security deposit by means of a guarantee in a form approved by the **landlord** by an ADI within the meaning of the *Banking Act* 1959 (Cth).
- 13.6 If the freehold of the premises is transferred:
 - 13.6.1 the tenant must provide a replacement guarantee in exchange for the existing guarantee if requested by the landlord in writing to do so, but the landlord must pay the reasonable fees charged by the ADI for the issue of the replacement guarantee, and
 - 13.6.2 the landlord must transfer any security deposit held under this lease to the transferee.

14. NOTICES

- 14.1 A notice given under this lease may be given -
 - 14.1.1 by pre-paid post,
 - 14.1.2 by delivery
 - 14.1.3 by email, or
 - 14.1.4 in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner,

to the party's last known address, registered office, or (if to the tenant) at the premises.

- 14.2 Posted notices will be taken to have been received on the fifth day after posting that is not a Saturday, Sunday or bank holiday in place of intended receipt, unless proved otherwise.
- 14.3 Notices delivered or sent by email are taken to have been served or given at the time of receipt as specified in section 13A of the *Electronic Transactions (Victoria) Act* 2000.

15. OBLIGATIONS OF GUARANTOR(S) UNDER GUARANTEE AND INDEMNITY

- 15.1 The quarantor in consideration of the landlord having entered into this lease at the guarantor's request
 - 15.1.1 guarantees that the tenant will perform all its obligations under this lease for the term and any further term and during any period of overholding after the end of the term,
 - 15.1.2 must pay on demand any amount which the **landlord** is entitled to recover from the **tenant** under this lease whether in respect of the **term**, any further term or any period of overholding, and
 - 15.1.3 indemnifies the landlord against all loss resulting from the landlord's having entered into this lease whether from the tenant's failure to perform its obligations under it or from this lease being or becoming unenforceable against the tenant and whether in respect of the term, any further term or any period of overholding.
- 15.2 The liability of the quarantor will not be affected by -
 - 15.2.1 the landlord granting the tenant or a guarantor time or any other indulgence, or agreeing not to sue the tenant or another guarantor,
 - 15.2.2 failure by any guarantor to sign this document,
 - 15.2.3 transfer (except in accordance with the Act, if the Act applies) or variation of this lease, but if this lease is transferred the guarantor's obligations, other than those which have already arisen, end when the term ends and do not continue into a term renewed by a new tenant nor a period of overholding by a new tenant,
 - 15.2.4 the fact that this lease is subsequently registered at the Land Registry or not registered, or, for any reason, is incapable of registration, or
 - 15.2.5 transfer of the freehold of the premises.

15.3 The guarantor agrees that -

- 15.3.1 the **landiord** may retain all money received including dividends from the **tenant's** bankrupt estate, and need allow the **guarantor** a reduction in its liability under this guarantee only to the extent of the amount received.
- 15.3.2 the guarantor must not seek to recover money from the tenant to reimburse the guarantor for payments made to the landlord until the landlord has been paid in full,
- 15.3.3 the guarantor must not prove in the bankruptcy or winding up of the tenant for any amount which the landlord has demanded from the guarantor, and
- 15.3.4 the guarantor must pay the landlord all money which the landlord refunds to the tenant's liquidator or trustee in bankruptcy as preferential payments received from the tenant.
- 15.4 If any of the **tenant's** obligations are unenforceable against the **tenant**, then this clause is to operate as a separate indemnity and the **guarantor** indemnifies the **landlord** against all loss resulting from the **landlord's** inability to enforce performance of those obligations. The **guarantor** must pay the **landlord** the amount of the loss resulting from the unenforceability.
- 15.5 If there is more than one guarantor, this guarantee binds them separately, together and in any combination.
- 15.6 Each of the events referred to in clauses 7.1.5 and 7.1.6 is deemed to be a breach of an essential term of this lease.

16. GST

- 16.1 Expressions used in this clause 16 and in the GST Act have the same meanings as when used in the GST Act unless the context requires otherwise.
- 16.2 Amounts specified as payable under or in respect of this lease are expressed exclusive of GST.
- 16.3 The recipient of a taxable supply made under or in respect of this lease must pay to the supplier, at the time payment for the supply is due, the GST payable in respect of the supply. This obligation extends to supply consisting of entry into this lease.
- 16.4 An amount payable by the tenant in respect of a creditable acquisition by the landlord from a third party must not exceed the sum of the value of the landlord's acquisition and the additional amount payable by the tenant under clause 16.3 on account of the landlord's liability for GST.
- 16.5 A recipient of supply is not obliged, under clause 16.3, to pay the GST on a taxable supply to it under this lease, until given a valid tax invoice for it.

17. CONSUMER PRICE INDEX

17.1 On a CPI review date, the rent is adjusted by reference to the Consumer Price Index using the following formula -

AR = Rx<u>CPIB</u> CPIA

Where:

"AR" means adjusted rent,

"R" means rent before adjustment,

"CPIB" means the Consumer Price Index number for the quarter immediately preceding the CPI review date, and

"CPIA" means the Consumer Price Index number for the quarter immediately preceding the most recent earlier review date or, where there is no earlier review date, the quarter immediately preceding the start of the term.

- 17.2 If CPIB is not published until after the CPI review date, the adjustment is made when it is published but the adjustment takes effect from the relevant CPI review date. In the meantime, the tenant must continue to pay the rent at the old rate and, when the adjustment is made, the tenant must immediately pay any deficiency or the landlord must immediately repay the excess.
- 17.3 If the base of the Consumer Price Index is changed between the two comparison dates an appropriate compensating adjustment must be made so that a common base is used.
- 17.4 Unless the Act applies and requires otherwise, if the Consumer Price Index is discontinued or suspended, then the calculation is to be made using whatever index is substituted for it, the calculation is to be made using the index or calculation which the President of the Australian Property Institute, Victorian Division (acting as an expert and not as an arbitrator), determines is appropriate in the circumstances. This determination is binding.
- 17.5 Unless the Act applies, the adjustment is not made if it would result in a decrease in the rent payable.

18. IF PREMISES ONLY PART OF THE LETTABLE AREA OF THE BUILDING

- 18.1 If the premises are only a part of the lettable area of the building, the provisions of this clause apply.
- 18.2 The landlord -
 - 18.2.1 may adopt whatever name it chooses for the building and change the name from time to time, and
 - 18.2.2 reserves all proprietary rights to the name of the building and any logo adopted for the building.
- 18.3 The landlord reserves for itself the use of all external surfaces of the building and areas outside the building.
- 18.4 The landlord's installations remain under the absolute control of the landlord whilst the building and common areas remain under the absolute control of either the landlord or the owners corporation. In each case the controller may manage them and regulate their use as it considers appropriate. If the landlord is the controller, in particular the landlord has the right -
 - 18.4.1 to close off the **common areas** as often as the **landlord** reasonably considers appropriate to prevent rights of way or user arising in favour of the public or third parties,
 - 18.4.2 to exclude persons whose presence the landlord considers undesirable,
 - 18.4.3 to grant easements over any parts of the land which do not materially and adversely affect the tenant's use.
 - 18.4.4 to install, repair and replace, as necessary, the infrastructure necessary or desirable for the provision of services to the various parts of the **building**, and
 - 18.4.5 to repair, renovate, alter or extend the building but, in doing so, the landlord must not cause more inconvenience to the tenant than is reasonable in the circumstances.

If the Act applies, these rights may only be exercised in a manner consistent with the Act.

- 18.5 The tenant must not obstruct the common areas or use them for any purpose other than the purposes for which they were intended.
- 18.6 The tenant must comply with the building rules. The landlord may change the building rules from time to time and the tenant will be bound by a change when it receives written notice of it. The landlord must not adopt a building rule or change the building rules in a way that is inconsistent with this lease. To the extent that a building rule is inconsistent with this lease, the lease prevails.

19. PERSONAL PROPERTY SECURITIES ACT

- 19.1 Expressions used in this clause that are defined in the PPSA have the meanings given to them in the PPSA.
- 19.2 The landlord may, at any time, register a financing statement for any security interest arising out of or evidence by this lease over any or all of —
 - 19.2.1 the landlord's installations,

- 19.2.2 any security deposit provided by the tenant, and
- 19.2.3 tenant's installations and other tenant's property left on the premises after the end of the lease,

that are personal property, and must identify the property affected by the financing statement in the free text field of the statement. The tenant waives the right to receive notice under section 157(1) of the PPSA.

- 19.3 When this lease -
 - 19.3.1 ends and the tenant has vacated the premises and performed all of its obligations under it, or
 - 19.3.2 is transferred.

the landlord must register a financing change statement with respect to any security interest for which the landlord has registered a financing statement other than those to which sub-clause 19.2.3 relates.

- 19.4 The tenant must sign any documents and do anything necessary to enable the landlord to register the statements referred to in the preceding sub-clause and to enforce its rights and perform its obligations under this clause and the PPSA. In particular, if the tenant is a natural person, the tenant must provide the landlord with the tenant's date of birth and a certified copy of a Victorian driver's licence (or other evidence acceptable to the landlord) to confirm the tenant's date of birth. The landlord must keep the tenant's date of birth and any evidence provided to confirm it secure and confidential.
- 19.5 The tenant must not register, or permit to be registered, a financing statement in favour of any person other than the landlord, for any security deposit provided by the tenant or any of the landlord's installations.
- 19.6 The tenant must pay the landlord's reasonable expenses and legal costs in respect of anything done or attempted by the landlord in the exercise of its rights or performance of its obligations under this clause or the PPSA, except the landlord's costs of registering a financing statement under sub-clause 20.2 which are to be borne by the landlord.
- 19.7 In accordance with section 275(6)(a) of the PPSA, the parties agree that neither of them will disclose information of the kind mentioned in subsection 275(1).
- 19.8 Subject to any requirement to the contrary in the PPSA, notices under this clause or the PPSA may be served in accordance with clause 14 of this lease.

20. ADDITIONAL PROVISIONS

Any additional provisions set out in item 17 -

- 20.1 bind the parties, and
- 20.2 if inconsistent with any other provisions of this lease, override them.

21. ELECTRONIC SIGNATURE

- 21.1 The parties consent to execution of this lease (and any notice given under this lease) by any signatory by an electronic signature.
- 21.2 Where this lease (or a notice given under this lease) is electronically signed by a signatory, the signatory warrants and agrees that the electronic signature has been used to identify the person signing and to indicate that the signatory or the relevant party (as the case may be) intends to be bound by the electronic signature.
- 21.3 This lease may be electronically signed in any number of counterparts which together will constitute the one document.
- 21.4 Each party consents to the exchange of counterparts of this lease by delivery by email or such other electronic means as may be agreed in writing.
- 21.5 Each party must upon request promptly deliver a physical counterpart of this lease with the handwritten signature or signatures of the party and all written evidence of the authority of a person signing on their behalf, but a failure to comply with the request does not affect the validity of this lease.

22. LANDLORD WARRANTY

The landlord warrants that clauses 1 to 22 appearing in this lease are identical to clauses 1 to 22 of the copyright Law Institute of Victoria Lease of Real Estate published in the month and year set out at the foot of this page and that any modifications to them are set out as additional provisions in item 17.

Schedule

Important Notice To The Person Completing This Schedule

This lease is in a standard form. You may need to make changes to record the agreement of the landlord, tenant and any guarantor. You should carefully check the whole document and make appropriate deletions, alterations and/or additions so it agrees with the instructions you have received. You should note the warranty in clause 22 and record any deletions, alterations and/or additions to the standard lease conditions as additional provisions in item 17 and **not** in the lease conditions.

Item 1 Landlord: [1.1] P & I EVANS PTY LTD ACN 114 975 138 ATF EVANS FAMILY TRUST ABN 82 579 622 785 61-63 Victoria Street, Warragul Victoria 3820 Item 2 Tenant: [1.1] JUSTIN DEACON TRADING AS JD'S F100 SPARES & REPAIRS 7 Ford Place, Longwarry Victoria 3816 Item 3 **Guarantor:** [1.1] Not applicable Item 4 (a) Premises: [1.1] 7 Ford Place, Longwarry Victoria 3816 (b) Land: Certificate of Titles Volume 9539 Folios 798 and 799 Item 5 Landlord's installations: [1.1]

Item 6 [1.1] Rent:

\$33,540.00 per annum, subject to Additional Provision 23.7.

Note: There is no need to refer to GST if the rent is expressed as a GST exclusive sum – see clause16; If the rent is expressed as a GST inclusive sum, an additional provision will be needed to modify the operation of clause16.

Item 7 [1.1] Tenant's installations:

All items brought onto the Land by the Tenant, which specifically includes the car hoists.

Item 8 [1.1]

Term of the lease:

3 years commencing on 1 January 2022 and ending on 31 December 2024

Item 9 [2.1.1]

How rent is to be paid:

\$2,795.00 plus GST monthly in advance commencing on 1 January 2022 by BPAY into McGrath Property Management Rental Trust Account.

item 10 [1.1, 2.1.2,

2.1.5 & 5.4]

Building outgoings which the tenant must pay or reimburse:

100% of all building outgoings

Item 11 [1.1 & 6.2]

Risks which the insurance policies must cover: *

- Fire
- Flood
- Lightning
- Storm and tempest
- Explosion
- Riots and civil commotion
- Strikes
- Malicious damage
- Earthquake
- Impact by vehicles
- Impact by aircraft and articles dropped by them
- Internal flood water

and such other risks as the landlord reasonably requires from time to time.

Item 12 [2.2.1]

Permitted use:

Car parts sale; car servicing; ancillary storage

Item 13 [2.1.1, 11, 17]

Review date(s):

Term

(a) Market review date(s):

Not applicable

CPI review date(s): (b)

Not applicable

(c) Fixed review date(s) and percentage or fixed amount increases:

A fixed 4% increase on 1 January 2023 and 1 January 2024

Further term(s)

(a) Market review date(s):

Where the first option is exercised on 1 January 2025

Where the second option is exercised on 1 January 2028

(b) CPI review date(s):

Not applicable

Fixed review date(s) and percentage or fixed amount increases:

Where the first option is exercised, a 4% increase on 1 January 2026 and 1 January 2027

Where the second option is exercised, a 4% increase on 1 January 2028 and 1 January 2029

Item 14 [2.1.1, 11, 17]

Who may initiate reviews:

Market review:

Landlord, subject to Act, if it applies

CPI review:

Not applicable

Fixed review:

Review is automatic

Item 15 [12]

Further term(s):

2 further terms of 3 years each

Item 16 [13]

Security deposit:

\$2,750 including GST

Item 17 [20]

Additional provisions:

23.1 Tenant's Fitout Works

- (a) All works to be undertaken or sought to be undertaken by the **tenant** upon or in the **premises**, including, but not limited to, any fitout of the **premises** and the design and presentation of the premises (the "Works"), are to be subject to the **tenant** obtaining the prior written approval of the **landlord** (which approval shall not be unreasonably withheld) and the Works are subject to, at the option of the **landlord**, the ongoing supervision of the **landlord**.
- (b) All Works must be completed in a workmanlike manner.
- (c) The tenant will at its expense, comply with all laws and obtain and comply with all necessary consents or approvals of any authority which may be necessarily approved for any Works or for the tenant's business.

23.2 Additional make good obligations

In addition to the existing make good obligations contained in the General Conditions, to make good the premises, the tenant must, unless the landlord otherwise agrees in writing to carry out the following ("Make Good Works"):

- remove all tenant's installations (other than anything the Landlord deems to be structurally integral to the premises and/or a fixture) from the premises and the land;
- return the premises to the standard and configuration they were in prior to the commencement of occupation of the premises;
- (c) remove or erase any internal or external trade or business name plate, sign, advertisement or notice in or on the premises, the building or the land and patch and paint damage to walls as a result of the signage installation/removal process;
- (d) reinstate any part of the premises which has been altered by or on behalf of the tenant;
- (e) clean and prepare the internal surfaces of the premises for repainting if reasonably required;
- (f) painting those internal parts of the premises (including all walls, doors and skirtings) that were painted on or before the commencement date that have been damaged or marked by the tenant during its occupation of the premises with paint of the same or similar quality that was applied on or before the commencement date (for example, two pack / epoxy paint to floors is previously applied) if reasonably required;
- in the case of the removal of painted external signage, to cover with sufficient coats of paint such that the previous signage does not weep through and to repair any damage caused by removal of signage;
- (h) comprehensively clean the premises (including having any windows, glass and carpeted areas professionally cleaned to the reasonable satisfaction of the landlord and remove all rubbish, waste and materials brought onto, or left in or around the premises by anyone other than the landlord or someone for whom the landlord is responsible;
- (i) decontaminate and remediate the premises and the land, or any adjoining land, that is or becomes contaminated or polluted as a result of something which the tenant has done or failed to do;
- (j) provide the landlord with a written report from a suitably qualified engineer approved by the landlord on the condition of the air conditioning plant (Air Conditioning Report) at the tenant's cost and comply with the landlord's reasonable directions in relation to any air conditioning plant for the premises including, without limitation, carrying out any repairs and maintenance (excluding capital repairs and maintenance unless they are made necessary due to any act or omission of the tenant or the tenant's

agents, in which case the tenant will be responsible for such repairs and maintenance) stipulated in the Air Conditioning Report:

- (k) if any air conditioning plant for the premises belongs to the tenant, remove it and make good any damage caused by the removal unless the landlord and the tenant agree that the air conditioning plant will remain in the premises at the end of the term, in which case:
 - (i) the tenant must obtain an Air Conditioning Report as contemplated by paragraph (j) above; and
 - if the Air Conditioning Report states that the air conditioning plant is not in good working order and condition, the landlord may require the tenant to remove it and to make good any damage caused by its removal;
- (I) ensure that all electrical fixtures and fittings (including all power points, light switches and light fittings) in or servicing the premises are in good working order and condition and provide a report from a suitably qualified licensed electrician to certify that such electrical equipment and fittings are in good working order and condition;
- (m) replace any light globes, tubes or lamps that are not working;
- (n) place any ceiling support grid, light fittings and ceiling tiles into good repair and condition, including by replacing them if required;
- (o) repair any damage to the premises caused by the tenant or the tenant's agents at any time, including any damage caused in complying with its obligations under this clause;
- (p) leave the premises in good and safe repair and condition taking into account the tenant's obligations under this Lease; and
- (q) remove any bolts in the concrete slab by core drillings and filling with a suitable epoxy.
- 23.3 If the tenant does not complete the Make Good Works prior to vacating the premises, the tenant will be deemed to be holding over as a monthly tenant under this lease until the Make Good Works are completed to the reasonable satisfaction of the landlord.
- 23.4 If the **tenant** does not satisfactorily carry out the Make Good Works, the **landlord** will be entitled to complete them at the **tenant's** expense. A certificate signed by the **landlord's** architect giving reasonable details of the Make Good Works completed by the **landlord** and the **landlord's** costs will be conclusive unless the **tenant** disputes the certificate within 30 days of service.

23.5 Miscellaneous provisions

- (a) The tenant will have no Claim against the landlord nor be entitled to terminate this lease solely because:
 - (i) the Services fail to operate;
 - the landlord shuts down or removes any Services to repair, maintain or replace them or because of the provision of any Law or Requirement; or
 - (iii) the landlord closes the building under the provision of this lease.

If the landlord intends to shut down or remove the Services or close the building in accordance with this additional provision 22.4, the landlord must (except in the case of an emergency, in which case it is not required to give notice) give reasonable notice to the tenant and must endeavour to minimise disruption to the tenant's business.

- (b) As is permitted by law to be recovered by the landlord, the tenant will be responsible for maintaining essential safety measures in the premises and shall be responsible for all associated costs (and shall if necessary reimburse the landlord for any such costs that the landlord pays as and when requested by the landlord). This obligation includes the tenant, at its own expense, ensuring that the annual essential safety measures report is prepared (the "ESM Report"). The tenant shall at all times keep a copy of the ESM Report so that this is accessible for review by the appropriate authorities.
- (c) The tenant will be responsible at its expense for all and any cleaning costs of the premises and for maintaining and keeping in clean and tidy manner the garden and outdoor areas of the premises.

23.6 Additional Definitions

The following definitions are added to clause 1.1:

"Claim" includes any claim or legal action;

"Law(s)" includes the provisions of any statute, rule, regulation, proclamation, ordinance or by-law, present or future, whether state, federal or otherwise;

"Requirement" means any requirement, notice, order or direction received from or given by any statutory, public or other competent authority, present or future;

"Services" means all gas, electricity, telephone, water, sewerage, fire prevention, ventilation, air conditioning, hydraulic, elevator and security services and all other services or systems provided in the building or the common areas or to the land or available for the use of the building's tenants or occupiers.

23.7 Emergency Fittings & Services

Notwithstanding any other term or condition of this lease, including any other additional conditions, as to emergency fittings and services on the Land ("installations") it is agreed that the tenant will attend to and be responsible (at its cost) for the upkeep and servicing of such installations provided that any future changes or alterations (but not maintenance) that are required to ensure that the installations meet the minimum regulatory requirements or any maintenance of the installations of a base structural capital nature (fair wear and tear excepted) are to be the responsibility and at the cost of the landlord.

23.8 Market Review

Subject to the Act, the rent following any Market Review shall not be less than the rent immediately prior to such Market Review.

23.9 Rent adjustment and rent free period

The parties agree that until such time as the tenant is able to access that part of the land known as Lot 1 of LP137815, and being described in certificate of title volume 9539 folio 798, and for 1 month thereafter, the rent will be reduced to \$1,250 per month plus GST.

EXECUTED AS A DEED ON:

EXECUTION & ATTESTATION

EXECUTED by P & I EVANS PTY LTD ACN 114 975 138 ATF EVANS FAMILY TRUST by its Sole Director in accordance with section 127 of the Corporations Act 2001 (Cth)

SIGNED SEALED and DELIVERED by JUSTIN DEACON TRADING AS JD'S F100 SPARES & REPAIRS in the presence of:

Witness Signature

Witness Print Name

..... Peter Charles Evans - Sole Director

Justin Deacon

