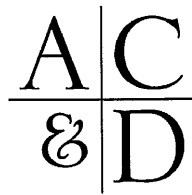


DATED

2017



ESTABLISHED 1867

EVELYN EDITH BARTLETT

to

VENDORS SECTION 32 STATEMENT

Property: 151 - 157 Mollison Street, Kyneton

Armstrong Collins & DeLacy
Solicitors
143c Mollison Street
Kyneton Victoria 3444
Tel: 03 5422 1677
Fax: 03 5422 3357
DX 34032 Kyneton
Ref: BJM:108200

Vendor Statement

The vendor makes this statement in respect of the land in accordance with section 32 of the *Sale of Land Act 1962*.

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract.
The vendor may sign by electronic signature.

The purchaser acknowledges being given this statement signed by the vendor with the attached documents before the purchaser signed any contract.

Land	151 - 157 Mollison Street, Kyneton 3444 being Lot 2 on Plan of Subdivision PS502633L, being the land comprised in Certificate of Title Volume 10705 Folio 623.	
Vendor's name	Evelyn Edith Bartlett	Date / /2017
Vendor's signature		
Purchaser's name		Date / /2017
Purchaser's signature		
Purchaser's name		Date / /2017
Purchaser's signature		

1. FINANCIAL MATTERS

1.1 Particulars of any Rates, Taxes, Charges or Other Similar Outgoings (and any interest on them)

- (a) Are contained in the attached certificates; and
- (b) Do not exceed \$7,500.00

BUT NOTE:

The Purchaser may also become liable for State Land Tax depending on the use to which the property is put and other properties owned by the Purchaser.

1.2 Particulars of any Charge (whether registered or not) imposed by or under any Act to secure an amount due under that Act, including the amount owing under the charge

	To	
--	----	--

Other particulars (including dates and times of payments):

1.3 Terms Contract

This section 1.3 only applies if this vendor statement is in respect of a terms contract where the purchaser is obliged to make 2 or more payments (other than a deposit or final payment) to the vendor after the execution of the contract and before the purchaser is entitled to a conveyance or transfer of the land.

Not Applicable.

1.4 Sale Subject to Mortgage

This section 1.4 only applies if this vendor statement is in respect of a contract which provides that any mortgage (whether registered or unregistered), is NOT to be discharged before the purchaser becomes entitled to possession or receipts of rents and profits.

Not Applicable.

2. INSURANCE

2.1 Damage and Destruction

This section 2.1 only applies if this vendor statement is in respect of a contract which does NOT provide for the land to remain at the risk of the vendor until the purchaser becomes entitled to possession or receipt of rents and profits.

Not Applicable.

2.2 Owner Builder

This section 2.2 only applies where there is a residence on the land that was constructed by an owner-builder within the preceding 6 years and section 137B of the Building Act 1993 applies to the residence.

Not Applicable.

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

- (a) A description of any easement, covenant or other similar restriction affecting the land (whether registered or unregistered): -

Is set out in the attached Title Documents.

- (b) Particulars of any existing failure to comply with that easement, covenant or other similar restriction are:

To the best of the vendors knowledge there is no existing failure to comply with the terms of any easement, covenant or other similar restriction.

The Purchaser should note that there may be sewers, drains, water pipes, underground and/or overhead electricity cables, underground and/or overhead telephone cables, and underground gas pipes laid outside any registered easements and which are not registered or required to be registered on the Certificate of Title.

3.2 Road Access

There is access to the property by road.

3.3 Designated Bushfire Prone Area

The land is NOT in a designated bushfire prone area within the meaning of regulations made under the *Building Act 1993*.

3.4 Planning Scheme

Attached is a certificate with the required specified information.

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

Particulars of any notice, order, declaration, report or recommendation of a public authority or government department or approved proposal directly and currently affecting the land, being a notice, order, declaration, report, recommendation or approved proposal of which the vendor might reasonably be expected to have knowledge:

None to the Vendors knowledge unless set out in the attached documents and/or certificates.

4.2 Agricultural Chemicals

There are NO 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. However, if this is not the case, the details of any such notices, property management plans, reports or orders, are as follows:

None to the Vendors knowledge unless set out in the attached documents and/or certificates.

4.3 Compulsory Acquisition

The particulars of any notices of intention to acquire that have been served under section 6 of the *Land Acquisition and Compensation Act 1986* are as follows:

None to the Vendors knowledge unless set out in the attached documents and/or certificates.

5. BUILDING PERMITS

Particulars of any building permit issued under the *Building Act 1993* in the preceding 7 years (required only where there is a residence on the land):

Are contained in the attached certificate.

6. OWNERS CORPORATION

This section 6 only applies if the land is affected by an owners corporation within the meaning of the *Owners Corporations Act 2006*.

Not Applicable.

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Not applicable.

8. SERVICES

The services which are marked with an 'X' in the accompanying square box are NOT connected to the land:

Electricity supply <input type="checkbox"/>	Gas supply <input checked="" type="checkbox"/>	Water supply <input type="checkbox"/>	Sewerage <input type="checkbox"/>	Telephone services <input checked="" type="checkbox"/>
---------------------------------------------	------------------------------------------------	---------------------------------------	-----------------------------------	--------------------------------------------------------

NOTE: The Vendor may disconnect some or all services prior to settlement and it is the Purchaser's Responsibility to re-connect any required services at the Purchaser's sole cost.

9. TITLE

Attached are copies of the following documents:

9.1 (a) Registered Title

A Register Search Statement and the document, or part of a document, referred to as the 'diagram location' in that statement which identifies the land and its location.

10. SUBDIVISION

10.1 Unregistered Subdivision

This section 10.1 only applies if the land is subject to a subdivision which is not registered.

Not Applicable.

10.2 Staged Subdivision

This section 10.2 only applies if the land is part of a staged subdivision within the meaning of section 37 of the *Subdivision Act 1988*.

Not Applicable.

10.3 Further Plan of Subdivision

This section 10.3 only applies if the land is subject to a subdivision in respect of which a further plan within the meaning of the *Subdivision Act 1988* is proposed.

Not Applicable.

11. DISCLOSURE OF ENERGY INFORMATION

(Disclosure of this information is not required under section 32 of the Sale of Land Act 1962 but may be included in this vendor statement for convenience.)

Details of any energy efficiency information required to be disclosed regarding a disclosure affected building or disclosure area affected area of a building as defined by the *Building Energy Efficiency Disclosure Act 2010* (Cth)

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 2000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable.

12. DUE DILIGENCE CHECKLIST

(The Sale of Land Act 1962 provides that the vendor or the vendor's licensed estate agent must make a prescribed due diligence checklist available to purchasers before offering land for sale that is vacant residential land or land on which there is a residence. The due diligence checklist is NOT required to be provided with, or attached to, this vendor statement but the checklist may be attached as a matter of convenience.)

Not applicable – the property is not vacant residential land or land on which there is a residence

13. ATTACHMENTS

- 13.1 Register Search Statement, Certificate of Title Volume 10705 Folio 623
- 13.2 Plan of Subdivision PS502633L
- 13.3 Macedon Ranges Shire Council - Planning Certificate
- 13.4 Land.vic.gov.au - Property Report
- 13.5 Department of Environment, Land Water, and Planning - Planning Property Report
- 13.6 Macedon Ranges Shire Planning Scheme – Schedule to the Heritage Overlay (page 18)
- 13.7 Department of Environment, Land Water, and Planning - Designated Bushfire Prone Areas Report
- 13.8 Macedon Ranges Shire Council - Land Information Certificate
- 13.9 Macedon Ranges Shire Council - Building Certificate

- 13.10 Coliban Water- Information Statement
- 13.11 State Revenue Office - Land Tax Certificate
- 13.12 Vic Roads - Roads Property Certificate
- 13.13 Heritage Victoria – Heritage Certificate
- 13.14 Lease of Real Estate, between the Vendor and WOW Realty.com Pty Ltd, dated 04/01/2010
- 13.15 Renewal of Lease of Real Estate, between the Vendor and WOW Realty.com Pty Ltd, dated 16/01/2015
- 13.16 Landlord's Disclosure Statement on Renewal of Lease, dated 16/12/2014

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

VOLUME 10705 FOLIO 623

Security no : 124066185193C

Produced 25/05/2017 10:22 am

LAND DESCRIPTION

Lot 2 on Plan of Subdivision 502633L.
PARENT TITLE Volume 09885 Folio 835
Created by instrument PS502633L 12/02/2003

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor

EVELYN EDITH BARTLETT of 13 BODKIN STREET KYNETON VIC 3444
AC790585S 13/04/2004

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 set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE PS502633L 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: 151-157 MOLLISON STREET KYNETON VIC 3444

DOCUMENT END

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25 May 2017

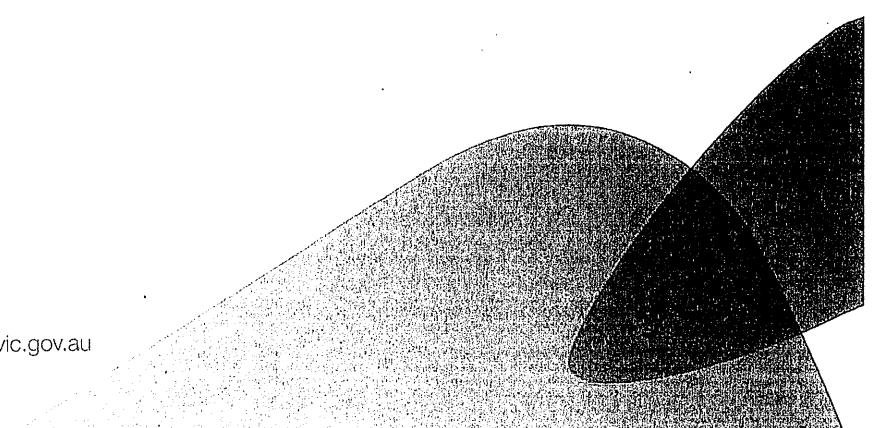
Armstrong Collins & Delacy
C/- InfoTrack
C/- Landata
GPO BOX 527
MELBOURNE VIC 3001

PLANNING AND ENVIRONMENT ACT 1987 - FORM 17
PLANNING CERTIFICATE

Certificate No: 3209
Receipt No:
Property No: 1165696
Applicant's Reference: 25192345-016-2

Subject Land:	LOT 2 PS 502633L, 151-157 Mollison Street KYNETON VIC 3444.
Planning Scheme:	Macedon Ranges Planning Scheme
Responsible Authority:	Macedon Ranges Shire Council
Zone:	C1Z – Commercial Zone 1
Overlay:	ESO4 – Environmental Significance Overlay (Schedule 4) HO162 – Heritage Overlay (Schedule 162)
Other (Land Abuts):	RDZ1 – Road Zone Category 1
Planning Scheme Amendment which may affect the land:	<i>NOTE: Page 2 of this Certificate contains further information regarding Planning Scheme Amendments affecting Macedon Ranges Shire.</i>

Authorised Officer
Macedon Ranges Shire Council



SUMMARY OF AMENDMENTS

AMENDMENT NUMBER	SUMMARY
C98	The Amendment proposes to implement the key recommendations of the Woodend Structure Plan and Neighbourhood Character Study 2014. The land affected by the Amendment is in and around the township of Woodend as shown on the map in the Explanatory Report, available on Council's website www.mrsc.vic.gov.au .
C99	The Amendment proposes to implement the key recommendations of the Kyneton Structure Plan 2013. The land affected by the Amendment is in and around the township of Kyneton as shown on the map in the Explanatory Report, available on Council's website www.mrsc.vic.gov.au .
C100	The Amendment proposes to implement the key recommendations of the Riddells Creek Structure Plan 2013. The land affected by the Amendment is in and around the township of Riddells Creek as shown in the map in the Explanatory Report, available on Council's website www.mrsc.vic.gov.au .
C102	The amendment rezones 14 Blanchfield Drive, Kyneton, from the Farming Zone (FZ) to the Low Density Residential Zone (LDRZ).
C103	The land affected by the Amendment is the former Kyneton Swimming Pool site at 2-8 Maxwell Street, Kyneton. The Amendment proposes to rezone the land from Public Park and Recreation Zone (PPRZ) to General Residential Zone 1 (GRZ1).
C105	The land affected by the Amendment is: 94 Mitchell Street, Kyneton; 102, 104, 106-110, 109 and 112 Beauchamp Street, Kyneton; 15-17 Jeffrey Street, Kyneton; 38 Campaspe Place, Kyneton; 4 and 6 Lennox Street, Kyneton. The Amendment proposes to introduce Special Use Zone Schedule 7 (Horse Training and Equine Services Precinct) into the Macedon Ranges Planning Scheme and apply this zone to the abovementioned land.
C107	The Amendment proposes to rezone the land generally bound by Urquhart Street, Templeton Street and Brooke Street, Woodend, from General Residential Zone 1 (GRZ1) to the Commercial 1 Zone (C1Z).
C109	Errors, Anomalies and Minor Changes The amendment proposes to correct errors and anomalies and make minor changes to the Planning Scheme.
C110	The amendment proposes to implement key aspects of the <i>In the Rural Living Zone Strategy</i> , September 2015 (the Strategy) by amending the Municipal Strategic Statement, rezoning land, applying overlays, deleting overlay controls and amending schedules to the Rural Living Zone. The amendment proposes to: <ul style="list-style-type: none"> • Amend the existing Municipal Strategic Statement (MSS) at Clauses 21.02, 21.03, 21.04, 21.09, 21.13 and 22.02 to implement the findings and recommendations of the <i>In the Rural Living Zone strategy</i>. • Amend the schedules to: <ul style="list-style-type: none"> - the Rural Living Zone 1, 2, 3 and 5 introduce setback controls; - the Rural Living Zone 3 to reduce the minimum subdivision size; and - the Rural Living Zone 1, 2 and 3 to reduce or introduce a minimum area for which no permit is required to use land for a dwelling. • Apply the Development Plan Overlay to selected locations. • Remove the Design and Development Overlay 13 from selected locations. • Rezone land in the Rural Living Zone 1, 2 and 4 into a different Rural Living Zone. • Rezone land in the Farming Zone to Rural Living Zone 2 for an area south of Kyneton generally bound by Kyneton-Springhill Road, Harts Lane, Lauriston Reservoir Road and Harpers Lane in Kyneton.

Property Report

 from www.land.vic.gov.au on 31 May 2017 06:02 PM

Lot and Plan Number: Lot 2 PS502633

Address: 151-157 MOLLISON STREET KYNETON 3444

Standard Parcel Identifier (SPI): 2\PS502633

Local Government (Council): MACEDON RANGES Council Property Number: 1165696

Directory Reference: VicRoads 632 D4

This parcel is not in a designated bushfire prone area.

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

Further information about the building control system and building in bushfire prone areas can be found in the Building Commission section of the Victorian Building Authority website www.vba.vic.gov.au

State Electorates

Legislative Council: NORTHERN VICTORIA

Legislative Assembly: MACEDON

Utilities

Regional Urban Water Business: Coliban Region Water

Rural Water Business: Goulburn-Murray Water

Melbourne Water: outside drainage boundary

Power Distributor: POWERCOR (Information about [choosing an electricity retailer](#))

Planning Zone Summary

Planning Zone: [COMMERCIAL 1 ZONE \(C1Z\)](#)
[SCHEDULE TO THE COMMERCIAL 1 ZONE](#)

Planning Overlays: [ENVIRONMENTAL SIGNIFICANCE OVERLAY \(ESO\)](#)
[ENVIRONMENTAL SIGNIFICANCE OVERLAY - SCHEDULE 4 \(ESO4\)](#)
[HERITAGE OVERLAY \(HO\)](#)
[HERITAGE OVERLAY SCHEDULE \(HO162\)](#)

Planning scheme data last updated on 25 May 2017.

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, local, particular and general 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 [Planning Schemes Online](#)

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the Planning & Environment Act 1987.

It does not include information about exhibited planning scheme amendments, or zonings that may affect the land.

To obtain a Planning Certificate go to [Titles and Property Certificates](#)

The Planning Property Report includes separate maps of zones and overlays

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 [Planning Maps Online](#)

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

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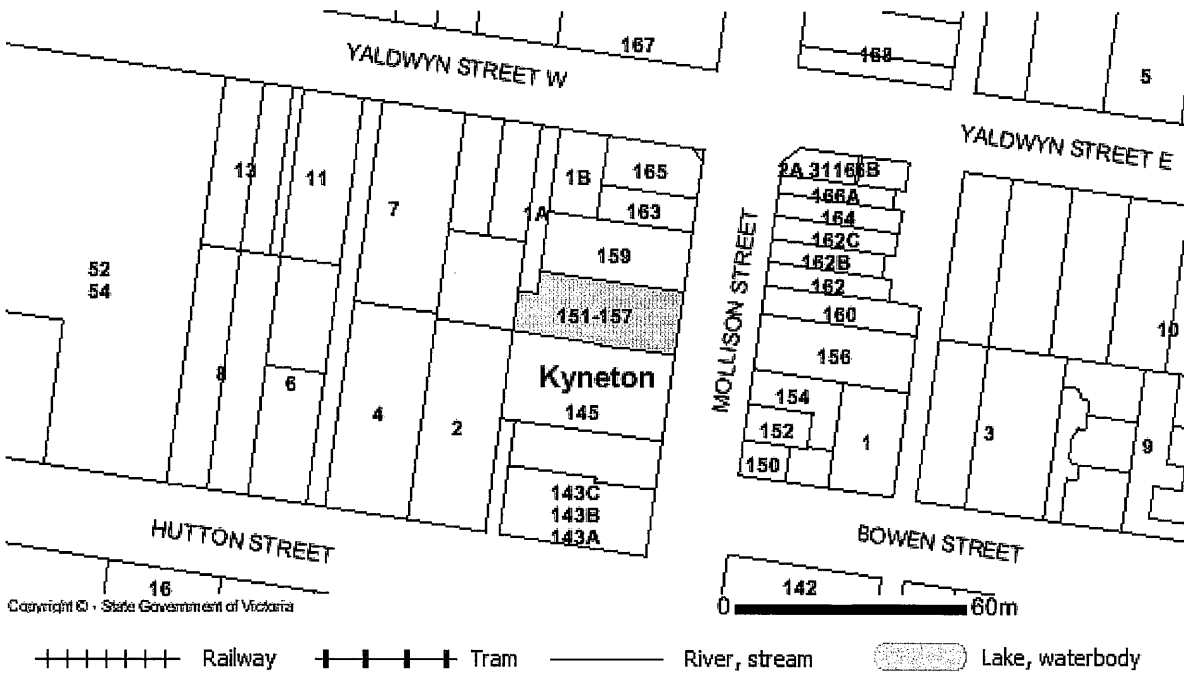
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Area Map



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Planning Property Report

from www.dtpli.vic.gov.au/planning on 31 May 2017 06:02 PM

Lot and Plan Number: Lot 2 PS502633

Address: 151-157 MOLLISON STREET KYNETON 3444

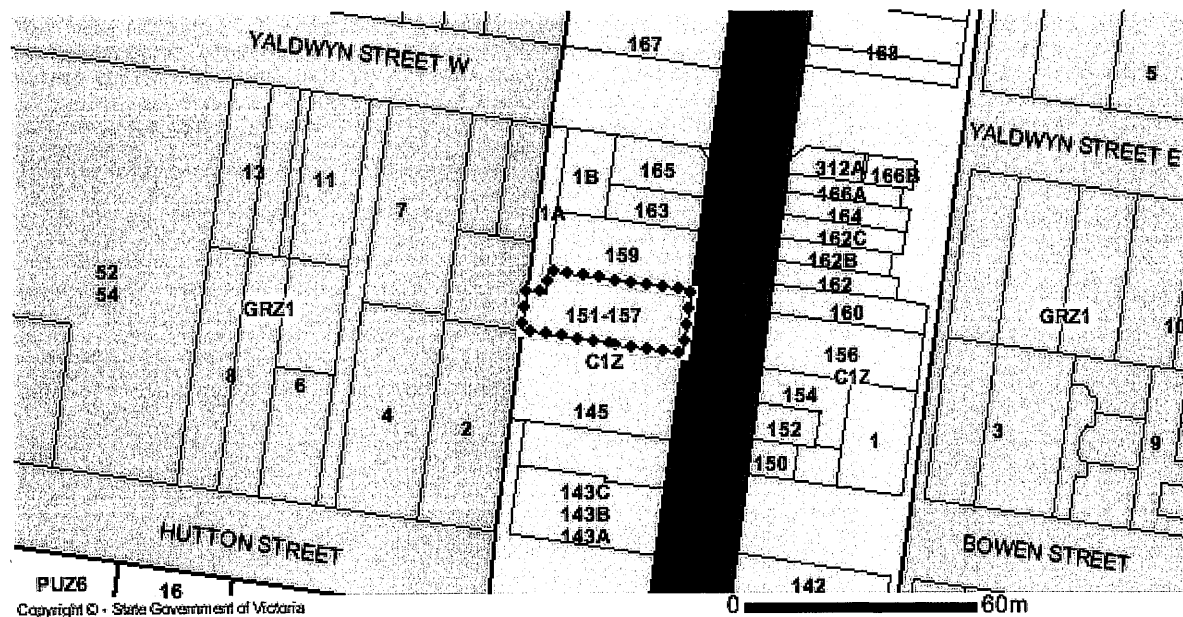
Local Government (Council): MACEDON RANGES Council Property Number: 1165696

Directory Reference: VicRoads 632 D4

Planning Zone

COMMERCIAL 1 ZONE (C1Z)

SCHEDULE TO THE COMMERCIAL 1 ZONE



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

Zones Legend

ACZ - Activity Centre	IN1Z - Industrial 1	R1Z - General Residential
B1Z - Commercial 1	IN2Z - Industrial 2	R2Z - General Residential
B2Z - Commercial 1	IN3Z - Industrial 3	R3Z - General Residential
B3Z - Commercial 2	LDRZ - Low Density Residential	RAZ - Rural Activity
B4Z - Commercial 2	MUZ - Mixed Use	RCZ - Rural Conservation
B5Z - Commercial 1	NRZ - Neighbourhood Residential	RDZ1 - Road - Category 1
C1Z - Commercial 1	PCRZ - Public Conservation & Resource	RDZ2 - Road - Category 2
C2Z - Commercial 2	PDZ - Priority Development	RGZ - Residential Growth
CA - Commonwealth Land	PPRZ - Public Park & Recreation	RLZ - Rural Living
CCZ - Capital City	PUZ1 - Public Use - Service & Utility	RUZ - Rural
CDZ - Comprehensive Development	PUZ2 - Public Use - Education	SUZ - Special Use
DZ - Dockland	PUZ3 - Public Use - Health Community	TZ - Township
ERZ - Environmental Rural	PUZ4 - Public Use - Transport	UFZ - Urban Floodway
FZ - Farming	PUZ5 - Public Use - Cemetery/Crematorium	UGZ - Urban Growth
GRZ - General Residential	PUZ6 - Public Use - Local Government	
GWAZ - Green Wedge A	PUZ7 - Public Use - Other Public Use	
GWZ - Green Wedge	PZ - Port	Urban Growth Boundary

+++++ Railway +---+ Tram ——— River, stream (---) Lake, waterbody

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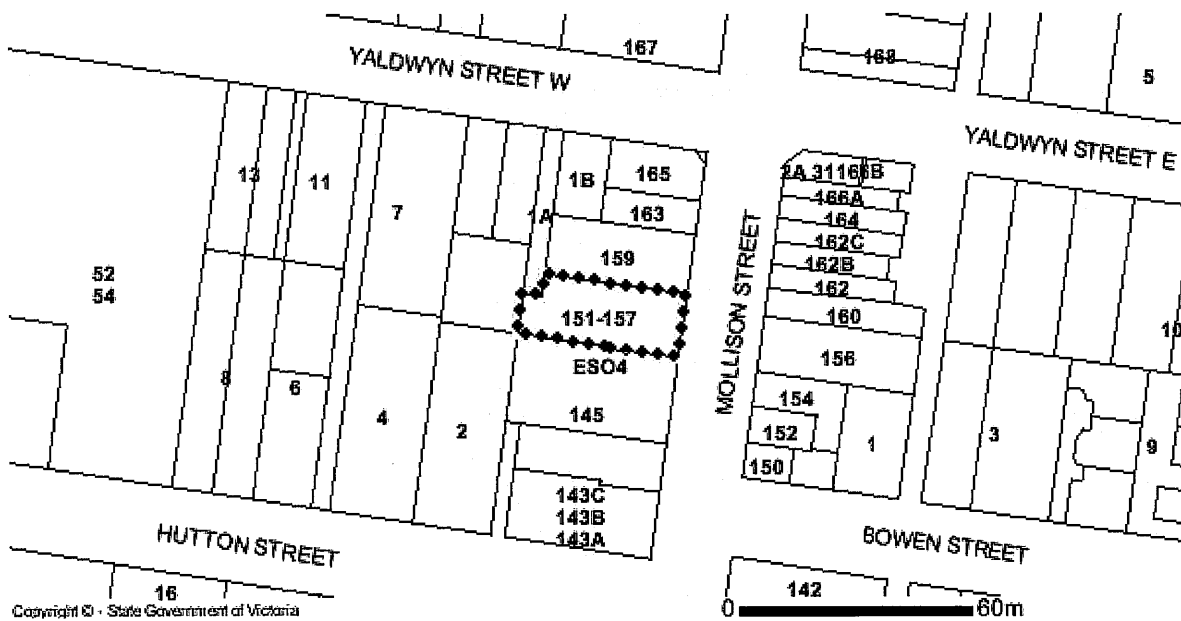


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Planning Overlays

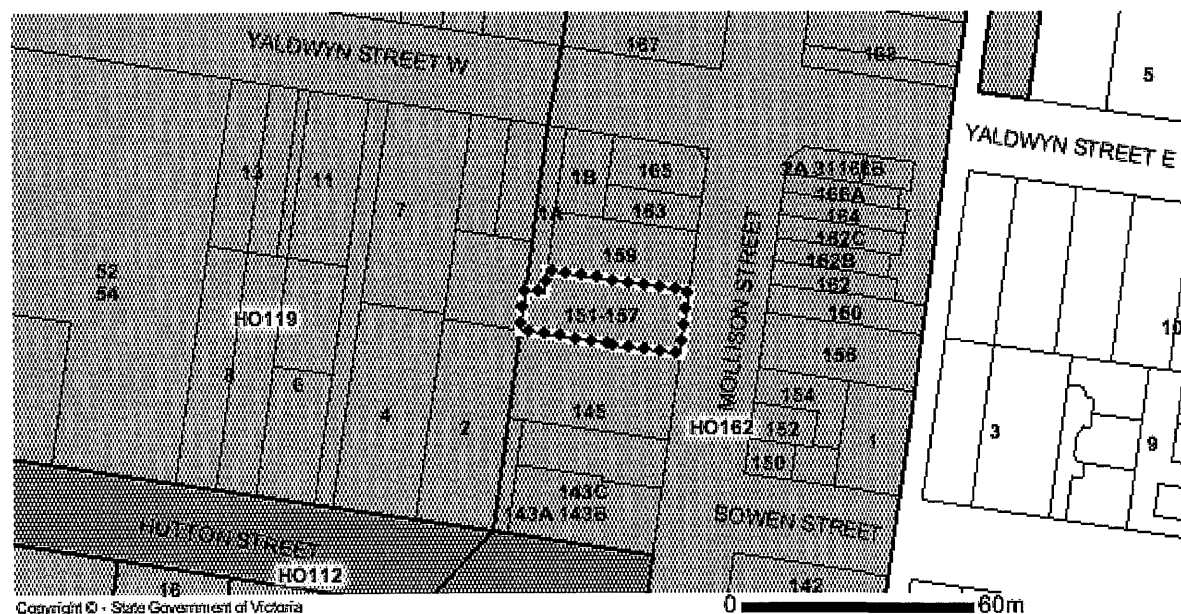
ENVIRONMENTAL SIGNIFICANCE OVERLAY (ESO)

ENVIRONMENTAL SIGNIFICANCE OVERLAY - SCHEDULE 4 (ESO4)



HERITAGE OVERLAY (HO)

HERITAGE OVERLAY SCHEDULE (HO162)



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



















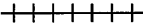
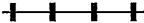
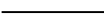

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Planning Overlays Legend

Overlays Legend

	AEO - Airport Environs		LSIO - Land Subject to Inundation
	BMO - Bushfire Management (also WMO)		MAEO1 - Melbourne Airport Environs 1
	CLPO - City Link Project		MAEO2 - Melbourne Airport Environs 2
	DCPO - Development Contributions Plan		NCO - Neighbourhood Character
	DDO - Design & Development		PO - Parking
	DDOPT - Design & Development Part		PAO - Public Acquisition
	DPO - Development Plan		RO - Restructure
	EAO - Environmental Audit		RCO - Road Closure
	EMO - Erosion Management		SBO - Special Building
	ESO - Environmental Significance		SLO - Significant Landscape
	FD - Floodway		SMO - Salinity Management
	HQ - Heritage		SRD - State Resource
	IPO - Incorporated Plan		VPO - Vegetation Protection
	Railway		Tram
	River, stream		Lake, waterbody

Note: due to overlaps some colours on the maps may not match those in the legend.

Further Planning Information

Planning scheme data last updated on 25 May 2017.

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, local, particular and general 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 [Planning Schemes Online](#)

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Environment,
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MACEDON RANGES PLANNING SCHEME

PS Map Ref	Heritage place	External paint controls apply?	Internal alteration controls apply?	Tree controls apply?	Outbuildings or fences which are not exempt under Clause 43.01-3	Included on the Victorian Heritage Register under the Heritage Act 1995?	Prohibited uses may be permitted?	Name of Incorporated Plan under Clause 43.01-2	Aboriginal heritage place?
HO160	Culvert, Echuca to Melbourne Railway Middle Gully Road (off), Mount Macedon.	Yes	No	No	No	No	No	N/A	No
HO161	Melbourne Bendigo Railway Road Bridge Middle Gully Road (off), Mount Macedon.	Yes	No	No	No	No	No	N/A	No
HO162	Mollison Street Precinct Mollison Street, Kyneton.	No	No	Yes	No	No	No	N/A	No
HO163	Small Reserve with two Canary Island Palm Trees (phoenix canariensis) Mollison Street, Kyneton (south west corner of Piper Street).	No	No	Yes	No	No	No	N/A	No
HO164	The Albion Hotel 41 Mollison Street, Kyneton	Yes	No	No	Yes	No	No	N/A	No
HO165	Kyneton Botanic Gardens Mollison Street and Clowes Street, Kyneton	-	-	-	-	Yes Ref No H1994	No		No
HO166	Campaspe River Road Bridge including Abutments and Mature Trees to the East Mollison Street, Kyneton.	Yes	No	Yes	No	No	No	N/A	No
HO168	Kyneton Railway Station Complex 1 Mollison Street, Kyneton.	-	-	-	-	Yes Ref No H1602	Yes		No

Designated Bushfire Prone Areas

from www.dtpli.vic.gov.au/planning on 31 May 2017 06:00 PM

Lot and Plan Number: Lot 2 PS502633

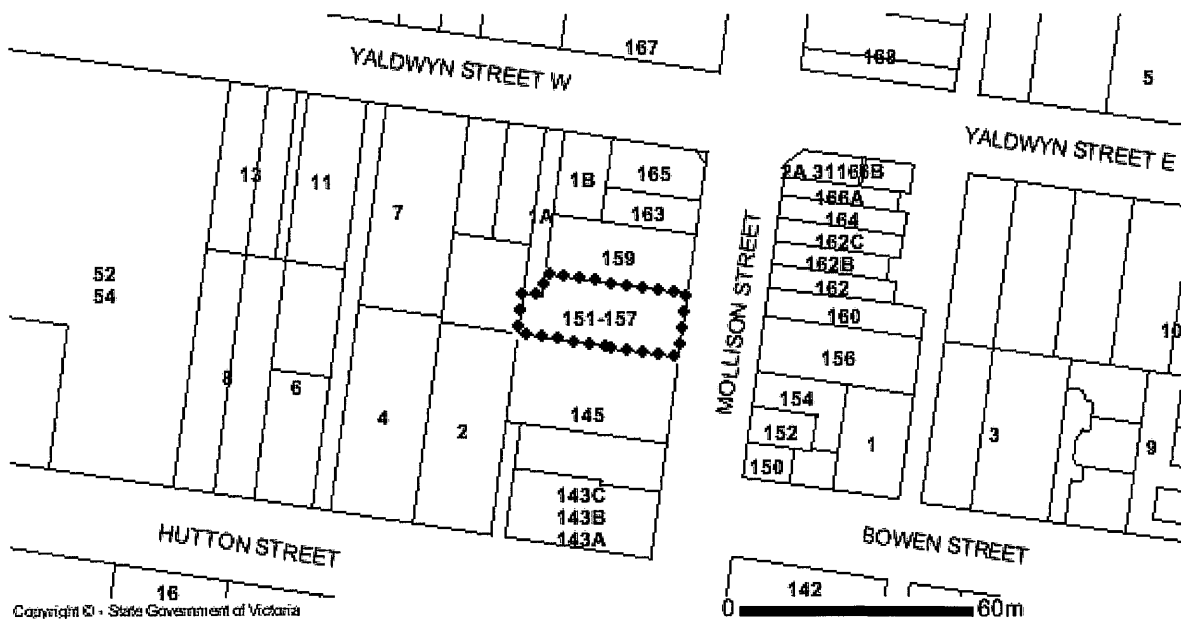
Address: 151-157 MOLLISON STREET KYNETON 3444

Local Government (Council): MACEDON RANGES Council Property Number: 1165696

Directory Reference: VicRoads 632 D4

This parcel is not in a designated bushfire prone area.
No special bushfire construction requirements apply. Planning provisions may apply.

Designated Bushfire Prone Area Map



Bushfire Prone Area Legend

- Bushfire Prone Area
- Selected Land
- Railway
- Tram
- River, stream
- Lake, waterbody

Designated bushfire prone areas as determined by the Minister for Planning are in effect from 8 September 2011, as amended by gazette notices on 25 October 2012, 8 August 2013, 30 December 2013, 3 June 2014, 22 October 2014, 29 August 2015, 21 April 2016 and 18 October 2016.

The Building Regulations 2006 through application of the Building Code of Australia, apply bushfire protection standards for building works in designated bushfire prone areas.

Designated bushfire prone areas maps can be viewed via the Bushfire Prone Areas Map Service at <http://services.land.vic.gov.au/maps/bushfire.jsp> or at the relevant local council.

Note: prior to 8 September 2011, the whole of Victoria was designated as bushfire prone area for the purposes of the building control system.

Further information about the building control system and building in bushfire prone areas can be found in the Building Commission section of the Victorian Building Authority website www.vba.vic.gov.au

Copies of the Building Act and Building Regulations are available from www.legislation.vic.gov.au

For Planning Scheme Provisions in bushfire areas visit [Planning Schemes Online](#)

For Planning Scheme Provisions for this property return to the GetReports list and select the Planning Property Report.

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Read the full disclaimer at www.land.vic.gov.au/home/copyright-and-disclaimer

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 32(2)(dc) of the Sale of Land 1962 (Vic).



Environment,
Land, Water
and Planning

PO BOX 151 KYNETON VIC 3444
TELEPHONE (03) 5422 0348 FACSIMILE (03) 5422 3623
EMAIL rates@mrrsc.vic.gov.au
ABN 42 686 389 537

**LAND INFORMATION CERTIFICATE
SECTION 229 LOCAL GOVERNMENT ACT 1989
LOCAL GOVERNMENT REGULATIONS 2015**

Info Track
C/- Landata
GPO BOX 527
MELBOURNE VIC 3001

Cert No: 10907
Assessment Number: 20133-5
Property Key: 1165696
Your Ref: 25192345-011-7
Date: 25 May 2017

Property Details:

151-157 Mollison Street KYNETON VIC 3444

Site Value \$ 295,000
Capital Improved Value \$ 755,000
Net Annual Value \$ 63,000
Valuation Year 2016
Rating Year 2016/2017

Title Details:

LOT 2 PS 502633L PT CA 10 SEC 8 P/Lauriston DOES NOT INCLUDE ALL PARTS ON TITLE CT-10705/623, OLD LAW-B730/N938

The valuations, which appear on this certificate, have been prepared for rating and taxing purposes only and are not intended for any other purpose. PLEASE NOTE: The valuation of this property may be subject to review via a general revaluation or a supplementary valuation in accordance with Section 13DF of the Valuation of Land Act 1960.

PROPERTY RATES & CHARGES

Rates, charges and other monies due and payable for the year ending 30 June 2017, due and payable on 1 July 2016. Please note rates and charges are payable by instalments on the dates indicated: 30 September, 30 November, 28 February & 31 May.

Rates & Charges

	<u>Levied</u>	<u>Balance</u>
General Rates (differential rate)	\$ 2,633.44	\$ 658.06
Garbage / Recycling	\$ 267.00	\$ 66.72
Municipal Charges	\$ 208.00	\$ 51.97
EPA Victorian Landfill Levy	\$ 28.00	\$ 6.99
State Government Levies	\$ 1,003.49	\$ 250.76
Interest (\$0.00)		
Legal Charges - Arrears		\$ 0.00
Legal Charges - Current		<u>\$ 0.00</u>
SUB TOTAL RATES & CHARGES DUE	<u>\$ 4,139.93</u>	<u>\$ 1,034.50</u>

Debtor

\$ 0.00

Schemes Special Rates & Charges

\$ 0.00

SUB TOTAL DEBTOR AND SPECIAL CHARGES

\$ 0.00

TOTAL RATES & CHARGES DUE

\$ 1,034.50

The Council uses CIV to determine the value of the property for rating purposes.

This Certificate PROVIDES information regarding valuations, rates, charges, other monies owing and any orders and notices made under the Local Government Act 1958, Local Government Act 1989 or under a local law or by law of the Council.

This Certificate IS NOT REQUIRED to include information regarding planning, building, health, land fill, land slip, other flooding 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.

**LAND INFORMATION CERTIFICATE
SECTION 229 LOCAL GOVERNMENT ACT 1989
LAND INFORMATION CERTIFICATE REGULATIONS 2004**

- ** There are no monies owed under Sec 227, Local Government Act 1989.
- ** There is NO potential liability for rates under the Cultural & Recreational Lands Act 1974.
- ** There is NO potential liability for the land to become rateable under Sections 173, or 174A of the Local Government Act 1989.
- ** There are NO outstanding amounts required to be paid for recreational purposes or any transfer of land required to be made to Council for recreational purposes under Section 18 of the Subdivision Act 1988, or the Local Government Act 1958.
- ** There are NO Notices or Orders on the land which have a continuing application under the Local Government Act 1958, Local Government Act 1989 or under a Local Law or by-law of Council.

I hereby certify that at the date of issue, the information given in this Certificate is a true and correct disclosure of the rates, other monies and interest payable to the Macedon Ranges Shire Council, together with any notices or orders referred to in this Certificate.

After the issue of this certificate, Council may be prepared to provide up-to-date oral information to the applicant about matters disclosed in this certificate, but if it does so, Council accepts no responsibility whatsoever for the accuracy of this oral information given and no employee of the Council is authorised to bind the Council by the giving of such oral information. Certificates will only be updated to the applicant, a confirmation will be provided to non-applicants.

No updating of Certificate details will be given if the date of issue of the Certificate exceeds three months (90 days). New certificates must be applied for.

ADDITIONAL INFORMATION

Purchaser: N/A

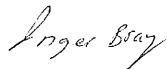
Remarks:

Property Conditions:

Additional Title Details: LOT 2 PS 502633L PT CA 10 SEC 8 P/Lauriston DOES NOT INCLUDE ALL PARTS ON TITLE CT-10705/623, OLD LAW-B730/N938

I acknowledge having received the sum of \$25.40 being the fee for this certificate.

Authorised Officer:



Date of Issue: 25 May 2017

Cert No: 10907

CONFIRMATION OF ANY VARIATION TO THIS CERTIFICATE WILL ONLY BE GIVEN TO THE APPLICANT AND UP TO 90 DAYS AFTER ISSUE DATE. PAYMENTS MADE BY CHEQUE ARE SUBJECT TO CLEARANCE FROM THE BANK. THIS CERTIFICATE WILL EXPIRE ON **23 August 2017**.



26 May 2017

Armstrong Collins & Delacy c/- InfoTrack
Landata
GPO BOX 527
MELBOURNE VIC 3001

Your Ref: 25192345-013-1
Receipt No:
Contact: 5422 0333

**BUILDING ACT 1993 AND BUILDING REGULATIONS 2006
PROPERTY INFORMATION REGULATION 326(1) AND (2)**

Address: 151-157 Mollison Street KYNETON VIC 3444
Title Description: LOT 2 PS 502633L PT CA 10 SEC 8 P/Lauriston DOES NOT INCLUDE ALL PARTS ON TITLE
Property No: 1165696
Certificate No: 6888

Notices or Orders issued:

Reference No.	Description	Issue Date
There are NO Notices or Orders on the land		

Permits or Certificates of Final Inspection issued in the last 10 years

Application No.	Description of Works	Decision Type	Decision Date
-----------------	----------------------	---------------	---------------

NOTE:

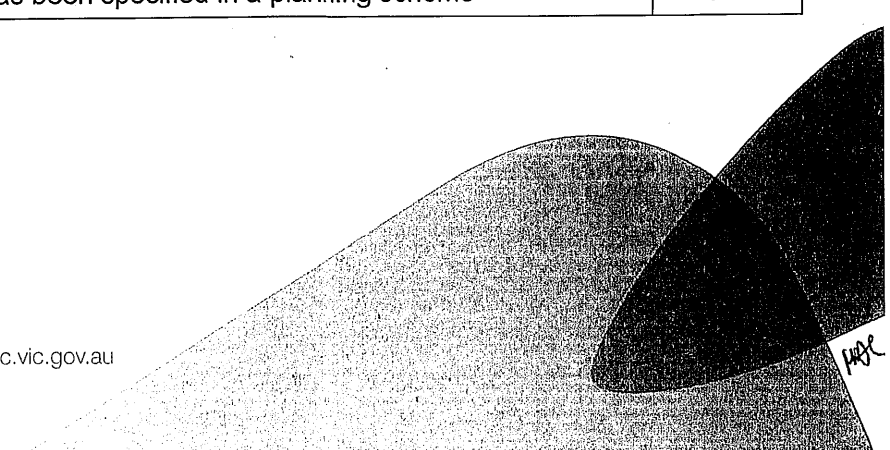
Council has no record of building approvals being issued for the above property in the past 10 years.

Details of any statement issued under Regulation 502 (combined allotments) or Regulation 503 (subdivision of existing buildings) since 13 June 2006

Application No.	Description of Works	Regulation	Decision Date
-----------------	----------------------	------------	---------------

No statements issued under Regulation 502 or 503 have been recorded against this property.

Liable to Flooding within the meaning on Regulation 802	No
Designated under Regulation 803 as an area likely to be subject to attack by termites	Yes
For which a bushfire attack level has been specified in a planning scheme	No



Determined under Regulation 805 to be likely to be subject to significant snowfalls	No
Designated land or works within the meaning of Regulation 806	No

To determine if your property is within a Bushfire Prone Area the maps are available to search through the Land Channel website: www.land.vic.gov.au


Authorised Officer
Macedon Ranges Shire Council

Note:

Information supplied in accordance with Regulation 326 of the Building Regulations 2006 is provided based on the information contained in records held by Council.

Planning, Rates and Stormwater information can be sought from the relevant Council Departments.

The Macedon Ranges Shire **General purposes and amenity local law no 10** requires that building refuse must be contained within the building site. Below is an extract from the Local Law outlining the requirements for building refuse containment:

26 Amenity associated with Building Sites

- 1) *A person in charge of a building site for which a building permit has been issued must also obtain an Asset Protection Permit before commencing works on the building site.*

Penalty: 20 Penalty Units

- 2) *In addition to any requirements in the Asset Protection Permit a person must comply with the Council's Asset Protection Policy or any subsequent Policy adopted by the Council.*

Penalty: 20 Penalty Units

- 3) *A person in charge of a building site must ensure that prior to commencing works the building site has in place:*

- (a) *sanitary facilities to the satisfaction of the Authorised Officer;*
- (b) *adequate litter devices that contain all building rubbish on the site to the satisfaction of the Authorised Officer; and*
- (c) *adequate fencing within the perimeter of the building site to the satisfaction of the Authorised Officer.*

Penalty: 20 Penalty Units



ABN: 96 549 082 360

Armstrong Collins & Delacy
C/- InfoTrack C/- LANDATA

Information Statement Issue Date

29 May 2017

Your Reference

25192345-017-9

Settlement Date

30 June 2017

Information Statement Number

145331

Property Number

43-1882-6875-01-3

Amount Due

\$419.04

Information Statement

Service Address: 151-155 Mollison St, Kyneton VIC 3444**Owner(s):**

Bartlett, Evelyn Edith

Titles(s):Lot 2, Plan of Subdivision 502633L, Volume 10705, Folio
623, Parish of Lauriston**Account Calculation:**

Fees and Charges	\$272.73
Scheme Arrears	\$0.00

Total amount in arrears:

\$272.73**Calculated charges** from last billing date to **30 June 2017** as
detailed on the following page/s.

\$146.31

Amount Due:

\$419.04

In accordance with Section 275 (1) of the *Water Act (1989)*, the person/s who becomes the owner of the property must pay any amount that is a charge on that property under Section 274 (4A)

Unless prior consent has been obtained, the *Water Act (1989)* prohibits:

The erection and/or placement of any building, wall, bridge, embankment, fill or removal of earth, machinery or other structure on land over which an easement exists, or within one (1) metre laterally, of any works of Coliban Water

Property Number: 43-1882-6875

Service Address: 151-155 Mollison St, Kyneton VIC 3444

Details for Services provided and their tariffs:

FIRE SERVICE: 109890 (50mm)

Fire Service Fee: From 08/05/17 To 30/06/17 = 53 days @ 30.54¢ per day = \$16.19

METERED SERVICE: 109889 (20mm) Meter Number: 11078084

Sewerage Service Fee: From 08/05/17 To 30/06/17 = 53 days @ 184.20¢ per day = \$97.63

Water Service Fee: From 08/05/17 To 30/06/17 = 53 days @ 61.30¢ per day = \$32.49

Sew. Volume Charge: From 08/05/17 To 30/06/17 _____ kL @ 95.84¢ per kL = \$ _____

Water Volume Charged: _____ kL = _____ kL

Water Volume Charge(2016-17): _____ kL @ 220.85¢ per kL = \$ _____

Encumbrances and other information:

* Please note that all properties require a Special Meter Read unless the property is tenanted, is unconnected vacant land or for Section 32 purposes.

* Coliban Water no longer provides estimated water consumption and this Information Statement does not include water consumption charges since the property was last invoiced.

* Should a Special Meter Read not be conducted at the property any charges associated with water consumption from the last invoiced date up to the property settlement date will become the responsibility of the new property owner in accordance with the Water Act 1989 - Section 275.

* Sewer main (shown in red) traverses land.

* Please Note if you are making a settlement payment via PEXA, please use the biller code 39156 and the full 13 digit property number as detailed on page 1.

* Once settlement is complete please send through your Acquisition for the account to be updated correctly to the new owner.

* Information Statements are valid for a period of 90 days from application date.

* Could the applicant please phone for an update on this certificate prior to settlement.

Comments:

There are no Comments applicable to this property

Revenue Services

Coliban Region Water Corporation

37-45 Bridge Street Bendigo 3550
Phone 1300 363 200 Fax (03) 5434 1341

PROPERTY REPORT

43-1882-6875 : 151-155 Mollison St, Kyneton

Date: 29/05/2017 11:59:45 AM



Copyright © Coliban Water

The Coliban Region Water Corporation believes that the information contained herein is correct. However it does not warrant the accuracy of that information. The Coliban Region Water Corporation disclaims all responsibility for any omissions, inaccuracies, discrepancies, errors or scale inconsistencies that may exist between the actual and the plan representation. The Coliban Region Water Corporation further disclaims all responsibility for any loss or damage that may be suffered by any person relying upon such information, whether that loss or damage is caused by any negligence on the part of the Coliban Region Water Corporation or its employees. The data shown herein remains the property of the Coliban Region Water Corporation and may not be reproduced or resold without the express written consent of the Coliban Region Water Corporation.

Scale: 1:891



Land Tax Clearance Certificate

Land Tax Act 2005



ARMSTRONG COLLINS & DELACY C/- INFOTRACK

Your Reference: LD:25192345-007-0.929

Certificate No: 15907984

Issue Date: 25 MAY 2017

Enquiries: ESYSPROD

Land Address: 151 -157 MOLLISON STREET KYNETON VIC 3444

Land Id	Lot	Plan	Volume	Folio	Taxable Value	Tax Payable
30234136	2	502633	10705	623	\$295,000	\$365.00

Vendor: EVELYN BARTLETT

Purchaser: N/A N/A

Current Land Tax Details	Year	Proportional Tax	Penalty/Interest	Total
MRS EVELYN EDITH BARTLETT	2017	\$365.00	\$0.00	\$365.00

Arrears of Tax	Year	Proportional Tax	Penalty/Interest	Total
----------------	------	------------------	------------------	-------

Comments: Land Tax will be payable but is not yet due - please see note 5 on reverse.

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully. To request an update for this certificate go to: www.sro.vic.gov.au/certificates

TAXABLE VALUE: \$295,000

AMOUNT PAYABLE: \$365.00

Paul Broderick
Commissioner of State Revenue

Land Tax Clearance Certificate - Remittance Advice

Certificate No: 15907984

Land ID: 30234136

Amount Payable: \$365.00

State Revenue Office
GPO Box 4376
MELBOURNE VIC 3001

Please return this section with your payment. For further information refer overleaf.
Do not mark below this line.

Notes to certificates under Section 105 of the *Land Tax Act 2005*

Certificate No: 15907984

- Under Section 96 of the Land Tax Act 2005 (the Act), land tax is a first charge on the land to which it relates and should the vendor default, payment will be obtained from the purchaser. The purchaser should take into account the possibility that the vendor may default where land tax has been assessed but not paid.
- If land tax is due but not paid on a property, the Land Tax Clearance Certificate will certify the amount of land tax due and payable on that land. This amount will be binding on the Commissioner of State Revenue (the Commissioner) for purposes of section 96 of the Act whether or not it is paid to the State Revenue Office (SRO) on, or shortly after, settlement.
- The amount of land tax on this certificate relates to the amount of land tax due and payable as at the date of the application only and not to any future liability or the tax status of the land.
- A 'Nil' Land Tax Clearance certificate does not mean that the land on the certificate is exempt from land tax.
- If land tax will be payable on a property but payment is not due at the time the application is processed, the certificate will certify the amount that should be retained by the purchaser at settlement and remitted to the SRO. The Commissioner will consider himself bound by this amount against the purchaser, only if the amount is remitted to the SRO within 28 days after settlement.
- If the amount in 3. (above) is understated, the Commissioner has the right to seek recovery of the correct amount, or the balance, as the case may be, from
 - the vendor, or
 - the purchaser, if the vendor defaults and the certified amount has not been remitted to the SRO within 28 days after settlement.
- If an amount is certified in respect of a proposed sale which is not completed, the Commissioner will not be bound by the same amount in respect of a later sale of the subject land - another certificate must be applied for in respect of that transaction.
- If an amount certified is excessively high (for example, because a principal residence concession has not been deducted in calculating the amount) the Commissioner will issue an amended certificate, without an additional fee being charged on receipt of sufficient evidence to that effect from the vendor.
- If no land tax is stated as being payable in respect of the property, the Commissioner will consider himself bound by that certification, in respect of the purchaser, if the land is subsequently found to be taxable and the vendor defaults.
- If the vendor refuses to be bound by an amount stated by the Commissioner and does not agree to the amount being withheld and remitted at settlement, the purchaser cannot rely on such refusal as a defence to an action by the Commissioner to recover the outstanding amount from the purchaser under Sections 96 or 98 of the Act.
- The information on a certificate cannot preclude the Commissioner from taking action against a vendor to recover outstanding land tax.

For Information Only

SINGLE OWNERSHIP CALCULATION BASED ON A TAXABLE VALUE OF \$295,000

Land Tax = \$365.00

Calculated as \$275 plus (\$295,000 - \$250,000) multiplied by 0.200 cents.

Further information

Internet	www.sro.vic.gov.au
Email	sro@sro.vic.gov.au (Attn: Land Tax)
Phone	13 21 61 (local call cost)
Fax	03 9628 6853
Mail	State Revenue Office GPO Box 4376 MELBOURNE VIC 3001

Payment options

Make cheque payable to **State Revenue Office, Victoria** marked 'Not Negotiable' and return with the remittance advice to:



Payment by mail:

- State Revenue Office
GPO Box 4376
MELBOURNE VIC 3001



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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Armstrong Collins & Delacy C/- InfoTrack
135 King St
SYDNEY 2000
AUSTRALIA

Client Reference: 929

NO PROPOSALS. As at the 25th May 2017, 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®.

151-157 MOLLISON STREET, KYNETON 3444
SHIRE OF MACEDON RANGES

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: 25th May 2017

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 25192345 - 25192345102359 '929'

HERITAGE
VICTORIA
HERITAGE
VICTORIA
HERITAGE
VICTORIA

CERTIFICATE

Pursuant to Section 50 of the *Heritage Act 1995*

Armstrong Collins & Delacy C/- InfoTrack
135 King St
SYDNEY 2000

CERTIFICATE NO:
25192345

PROPERTY ADDRESS:
151-157 MOLLISON STREET
KYNETON

PARCEL DESCRIPTION:
Lot 2 PS502633L

1. There is no current application for inclusion of the place or object in the Heritage Register.
2. The place or object is not being considered for inclusion in the Heritage Register.
3. The place or object is not included in the Heritage Register.
4. The place or object is not included in the Heritage Inventory as an archaeological site or relic.
5. There is not an Interim Protection Order in force in respect of the place or object.
6. There is not a Repair Order for the carrying out of works in force in respect of the place.
7. There is not an Order of the Supreme Court in force to remedy or restrain a breach of the *Heritage Act 1995* in respect of a place or object.
8. The place is not in a World Heritage Environs Area.



Authorised Person

DATED: 25/05/2017

Note: This Certificate is valid at the date of issue.

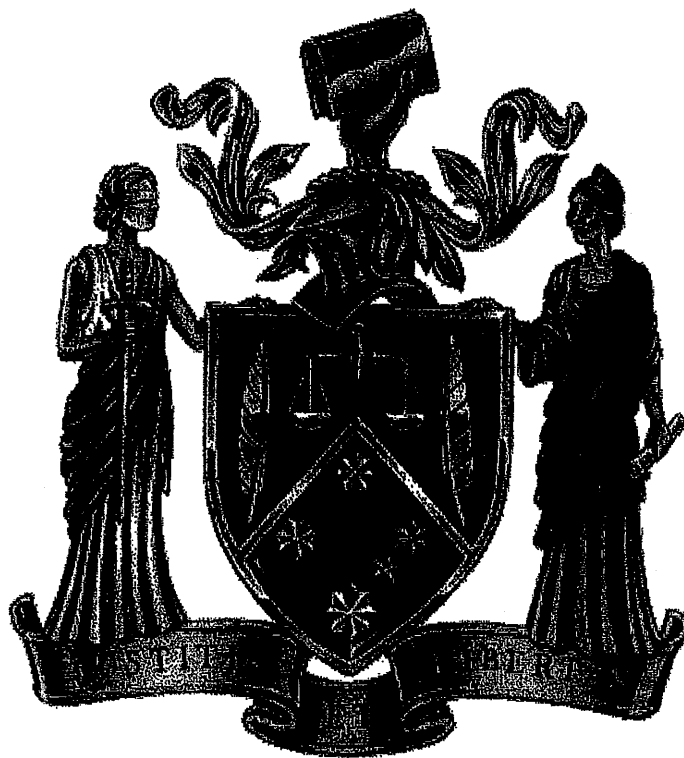
*This document has been prepared by the Law Institute of Victoria for use by solicitors only and is not designed for sale to the public.
It may require to be added to or amended to ensure its suitability for a particular transaction.
For that reason this document should only be used by a solicitor.*

LEASE OF REAL ESTATE

**COPYRIGHT
Law Institute of Victoria
October 2007 Revision**

PROPERTY AT

151 – 155 MOLLISON STREET, KYNETON



- Important Notice To The Person Preparing This Lease -

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 record any alterations to the lease conditions in schedule item 22 and not in the lease conditions.

October 2007 Revision

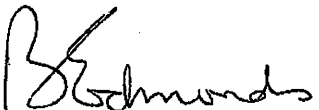
EXECUTED AS A DEED

DATED: 4 / 1 / 2010

EXECUTION & ATTESTATION

SIGNED sealed and delivered by the
Landlord **EVELYN EDITH BARTLETT**
in the presence of:

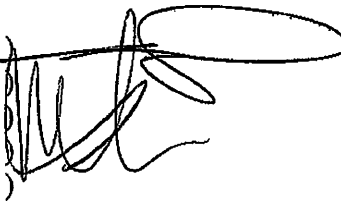
) 
) Evelyn Edith Bartlett
)

Witness: 
(Signature)

BRIAN EDMONDS
(Print name)

Address: 21 TONKS COURT, KYNEDON.

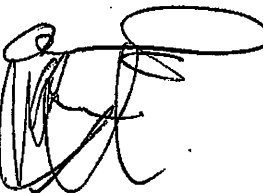
EXECUTED by the Tenant **WOW**
REALTY.COM PTY LTD (ACN 109 637 005)
in accordance with s127 Corporations Act by
being signed by those persons who are authorised
to sign for the company

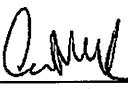
) 
)

Director Lorraine McKimm

Director Adrian McKimm

SIGNED sealed and delivered by the
Guarantors **ADRIAN GUY ALEXANDER**
McKIMM, LORRAINE McKIMM and **PAUL**
JULIAN ROSS McKIMM in the presence of:

) 
)
)
)
)

Witness: 
(Signature)

Charlie McKimm
(Print name)

Address: 120 Bald Hill Rd, Kyneton

SCHEDULE

- Item 1 **Landlord**
[1.1] Evelyn Edith Bartlett of 97 Anzac Road, Carina Qld, 4152
- Item 2 **Tenant**
[1.1] **WOW REALTY.COM PTY LTD** (ACN 109 637 005) of 120 Bald Hill Road,
Kyneton, Vic. 3444
- Item 3 **Guarantor**
[1.1] Adrian Guy Alexander McKimm, Lorraine McKimm and Paul Julian Ross McKimm
of 120 Bald Hill Road, Kyneton, Vic. 3444
- Item 4 **Premises**
[1.1] 151 – 155 Mollison Street, Kyneton, Vic. 3444
- Land**
 Certificate of Title Volume 10705 Folio 623
- Item 5 **Landlord's installations**
[1.1] 3 reverse cycle air conditioners.
- Item 6 **Rent**
[1.1] \$4,600.00 (plus GST) per month for the first year of the lease. The rent shall be
adjusted on each anniversary of the Commencement Date in accordance with clause
18 ("Consumer Price Index"). On the commencement of the further term, the rent
shall be reviewed in accordance with clause 11 ("Rent Reviews to Market") and
thereafter, on each anniversary of the commencement date of the further term, the rent
shall be adjusted in accordance with clause 18.
- Item 7 **Tenant's installations**
[1.1].

Item 8
[1.1]

Term of the lease

5 years starting on 4 January 2010

Item 9
[2.1.1]

How rent is to be paid

Monthly in advance, the first payment of which is to be made on 4 January 2010 and on the 1st day of each month thereafter. The rent for the first and last month of the Lease shall be adjusted accordingly.

Item 10

Outgoings which the tenant must pay or reimburse

[1.1.,2.1.2
2.1.5 & 5.4]

100% of the building outgoings as defined in clause 1.

Item 11

Risks which the insurance policies must cover

[1.1 & 6.2]

Fire
Flood
Lightning
Storm and Tempest
Explosion
Riots and Civil Commotion
Strikes
Malicious Damage
Earthquake
Impact by Vehicles
Impact by Aircraft and articles dropped from them
Internal Flood Water

and such other risks as the Landlord may reasonably require from time to time.

Item 12

Amount of public risk insurance cover

[1.1 &
2.3.1]

\$10 million.

Item 13

Period of loss of rent and outgoings insurance

[1.1]

Not applicable.

Item 14

Interest rate on overdue money

[2.1.7]

The rate payable from time to time under the Penalty Interest Rates Act 1983, plus 2%.

- Item 15 **Permitted use**
[2.2.1]
Sales of home furnishings
- [1.13] **Application of Act:**
The Act does apply
- Item 16 **Review date(s)**
[2.2.1,
11, 18] Annually on each anniversary of the Commencement Date in accordance with clause 18 ("Consumer Price Index"). On renewal of the Lease, the rent shall be reviewed in accordance with clause 11 ("Rent Review to Market").
- Item 17 **Who may initiate reviews**
[2.1.1, 11,
18] Either party.
- Item 18 **Further term(s)**
[12] One further term of 5 years
- Item 19 **Latest date for exercising option for renewal**
[12] 4 October 2014
- Item 20 **Security deposit**
[13] Nil
- Item 21 **The mediation procedure does not apply to this lease**
[16.1] The mediation procedure under the Act applies.
- Item 22 **Additional provisions**
[20] **Carpets and Finished Surfaces**
Notwithstanding clause 3.2, the tenant shall not be required to replace the floor coverings or re-finish the finished surfaces in the premises every five years. The tenant shall only be required to do so on the expiration or earlier termination of the Lease or if, after consultation between the landlord and the tenant, the parties agree that the carpet requires replacement or that the surfaces require refinishing.

Exterior of the Premises

The Tenant shall not be required to repair or maintain the exterior of the premises, except where the need for repairs or maintenance results from:

- (a) negligence by the tenant or the tenant's agents;
- (b) failure by the tenant to perform its obligations under the 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.

LEASE OF REAL ESTATE

(WITH GUARANTEE & INDEMNITY)

(Commercial Property)

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 **guarantor**, if any, agrees to be bound by the **guarantor's** obligations set out in this lease.

LEASE CONDITIONS

1. DEFINITIONS AND INTERPRETATION

1.1 The listed expressions in **bold print** have the meaning set out opposite them -

EXPRESSION	MEANING
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 <i>Retail Leases Act 2003 (Vic)</i>
building	any building in which the premises are located, including the landlord's installations
building outgoings	any of the following expenses incurred in respect of the land , the building , the premises or any premises in the building which include the premises - <ul style="list-style-type: none">• 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;• the costs of maintaining and repairing the building and the landlord's installations (but excluding any amount recovered in respect of that maintenance or repair by the landlord from its insurer);• premiums and charges for the following insurance policies taken out by the landlord -<ul style="list-style-type: none">- damage to and destruction of the premises for their replacement value for the risks listed in item 11,- removal of debris,- breakdown of landlord's installations,- breakage of glass,- public risk for any single event for the amount stated in item 12 (if none is stated, \$10 million) or other amount reasonably specified from time to time by the landlord, and- loss of rent and outgoings for the period stated in item 13 or, if none is stated, 12 months, and excesses paid or payable on claims, and, if the premises occupy only a part of the lettable area of the building , the following further items - <ul style="list-style-type: none">• costs incurred in providing services to the building and the land

including -

- heating
- cooling
- airconditioning
- cleaning
- pest control
- waste collection
- lighting
- landscaping and garden maintenance
- security, and
- fire prevention, detection and control;

- ~~accountancy and audit fees; and~~
- ~~costs of whatever description, reasonably incurred by the landlord in the administration, management or operation of the building and the land;~~

whether incurred by the **landlord** directly or as body corporate 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 but, if the **Act** applies, only to the extent permitted by the **Act** and, in any event, excluding capital expenditure

building rules	any rules adopted from time to time for the building , including the rules of any body corporate affecting the premises
common areas	areas in the building or on the land that are under the control of the landlord and are used or intended for use - <ul style="list-style-type: none">• by the public; or• in common by 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 a casual basis
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 16(b)
fixed review date	a date specified in item 16(c)
GST	GST within the meaning of the GST Act
GST Act	<i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth)
guarantor	the person named in item 3
item	an item in the schedule to this lease
land	the parcel of land 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	the installations of the landlord in the premises or the building or on the land and those installed by the landlord after the lease starts and including the installations listed in item 5
lettable area	unless the Act applies and requires otherwise - <ul style="list-style-type: none">• in relation to the premises, the area let; and• in relation to the building, the total area of the building that is let or licensed or intended to be 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 16(a)
premises	the premises described in item 4(a) and fixed improvements and the landlord's installations within the premises
rent	the amount in item 6 , as varied in accordance with this lease
review date	a date specified in item 16
start of the lease	the first day of the term but, if this lease is a renewal under an option in an earlier lease (whether or not this lease is on terms that are materially different to those contemplated by the earlier lease), the starting date of the first lease to contain an option for renewal.
tenant	the person named in item 2 , or any person to whom the lease has been transferred
tenant's agents	the tenant's employees, agents, contractors, customers and visitors to the premises
tenant's installations	the installations listed in item 7 and those installed 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(1A) of the <i>Valuation of Land Act 1960</i> (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 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 This lease includes the schedule.
- 1.13 The parties consider that the application of the **Act** to this lease is as specified in **item 15** and, if **item 15** states that the **Act** does not apply, that the reason is as specified in **item 15**.

2. TENANT'S PAYMENT, USE AND INSURANCE OBLIGATIONS

- 2.1 The **tenant** must -
 - 2.1.1 pay the **rent** without any deductions 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 16** -
 - (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 18, 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 16** 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 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 appropriate proportion of the **building outgoings** in accordance with **item 10** and clause 5.4.
- 2.1.6 pay or reimburse within 7 days of a request all increases in insurance premiums paid 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 stated in **item 14** 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 clause 3.3.2, comply with all laws relating to the use or occupation of the **premises**.
- 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**.
- 2.1.13 subject to clause 3.3.2, comply with the laws and requirements of relevant authorities relating to essential safety measures, occupational health and safety and disability discrimination relevant to the **premises** or the **building**.
- 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 to the **premises** without the **landlord's** written consent. Consent is entirely at the **landlord's** discretion.
- 2.2.12 install any fixtures or fittings, except those necessary for the **permitted use**, without the **landlord's** written consent.
- 2.2.13 bring onto the **premises** any object which by its nature or weight might cause damage to the **premises**, without the **landlord's** written consent.
- 2.2.14 except in an emergency, interfere with any of the services or equipment in the **premises** or in any property of which the **premises** form part.

2.3 The tenant must -

- 2.3.1 take out and keep current an insurance cover in the name of the **tenant** and noting the interest of the **landlord**, for public risk for any single event for the amount stated in **item 12** or, if none is stated, for \$10 million, with an extension which includes the indemnities given by the **tenant** to the **landlord** in clauses 5.2 and 5.3.2 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 ensure that each insurance policy requires the insurer to give 21 days' written notice of cancellation to the **landlord** before cancelling or refusing to renew the policy.
- 2.3.4 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; and
- 3.1.2 comply with all notices and orders affecting the **premises** which are issued during the **term**.

3.2 In addition to its obligations under clause 3.1, the **tenant** must -

- 3.2.1 refinish all 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 term.
- 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 the 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.
- 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** 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
 - (c) 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 unless the **landlord** loses 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**.

4. LEASE TRANSFERS AND SUBLETTING

- 4.1 The **tenant** must not transfer this lease or sublet 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 of the **premises** if the **tenant** has complied with the requirements of clause 4.3. 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 or sublease the **tenant** must -
 - 4.3.1 ask the **landlord** in writing to consent to the transfer or sublease,
 - 4.3.2 give the **landlord** -
 - (a) in relation to each proposed new tenant or sub-tenant 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 or sublease, 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

- 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 or sublease, the **landlord**, **tenant** and new tenant or sub-tenant and the **guarantor** must execute the documents submitted under sub-clause 4.3.2(b). The directors of the new tenant (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 or sublease to which the **landlord** has consented, the **tenant** must not give up possession or share occupancy of the **premises** or grant a licence to 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 entirely 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 the **term** 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.
- If the **tenant** leaves any **tenant's** **installations** or other **tenant's** property on the **premises** after the end of the lease, unless the **landlord** and **tenant** agree otherwise -
- 5.1.3 in relation to items to which Part IVA of the *Landlord and Tenant Act 1958* apply, the **landlord** will have the rights and powers conferred by Part IVA; and
- 5.1.4 in relation to all other items of **tenant's** **installation** and **tenant's** property, they will be considered abandoned and will become the property of the **landlord**, but the **landlord** may remove any of the **tenant's** **installations** or other property and recover the costs of removal and making good as a liquidated debt payable on demand.
- 5.2 The **tenant** 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**.
- 5.3 The **tenant** -
- 5.3.1 uses and occupies the **premises** at its own risk, and
- 5.3.2 releases the **landlord** from and indemnifies the **landlord** against all claims resulting from accidents occurring on the **premises** except to the extent that the accident is caused by the **landlord** or a person for whom the **landlord** is responsible.
- 5.4 In relation to **building outgoings**, the parties agree -
- 5.4.1 the **landlord** must pay the **building outgoings** when they fall due for payment but may require the **tenant** to pay when due a **building outgoing** for which the **tenant** receives notice directly and to 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 (but if the **Act** applies, the **landlord** must) give the **tenant** an estimate of **building outgoings** for the **accounting period**.
- 5.4.4 despite clause 5.4.1, the **tenant**, if the **landlord** requires it, 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 three 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 certified, the statement must be certified as required by the **Act**).

- 5.4.7 the **tenant** must pay the amount short paid or the **landlord** must repay the amount over paid for **building outgoings**, as the case may be, 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 an appropriate adjustment must be made in relation to a **building outgoing** incurred in respect of a period beginning before the start of the **term** or extending beyond the end of the **term**.
- 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.

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 **landlord's installations**, and
- 6.2.4 breakage of glass, for its replacement value.
- 6.3 The **landlord** must give to the **tenant** the written consent to this lease of each mortgagee whose interest would otherwise have priority over this lease by endorsement on this lease in the terms set out following the 'execution and attestation' section.
- 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 the **rent** is unpaid for 14 days after becoming 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 effective control of the **tenant** as a result of changes in -
- (i) membership of the company or its holding company,
- (ii) beneficial ownership of the shares in the company or its holding company, or
- (iii) 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 the Australian Stock Exchange, or a subsidiary of one.
- "Effective control" means the ability to control the composition of the board of directors or having more than 50% of the shares giving the right to vote at general meetings,
- 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,
- (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 (d) 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 The **landlord** must give the **tenant**, before terminating this lease under clause 7.1 for non-payment of rent, the same notice that it would be required to give under section 146(1) of the *Property Law Act 1958 (Vic)* for a breach other than the non-payment of rent.
- 7.5 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, 2.2.1, 2.2.2, 2.2.7, 2.2.8, 2.2.9, 2.2.11, 2.2.13, 2.3, 3.2.11, 4.1, 4.7, 5.4.2, 5.4.7, 13, and 17. Other **tenant** obligations under this lease may also be essential.
- 7.6 Before terminating this lease for repudiation (including repudiation consisting of the non-payment of rent), the **landlord** must give the **tenant** written notice of the breach and a period of 14 days in which to remedy it 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.
- 7.7 Even though the **landlord** does not exercise its rights under this lease on one occasion, it may do so on any later occasion.

8. DESTRUCTION OR DAMAGE

- 8.1 If the **premises** or the **building** are damaged so that the **premises** cannot be used or accessed for the **permitted use** -
- 8.1.1 a fair proportion of the **rent** and **building outgoings** is to be suspended until the **premises** are again wholly fit and accessible for the **permitted use**, and
- 8.1.2 the suspended proportion of the **rent** and **building outgoings** must be proportionate to the nature and extent of the damage 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, either party 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 parties may refer the dispute to mediation under clause 16 unless **Item 21** states that the mediation procedure does not apply to this lease. 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 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 the disclosure statement if there is one, contains the whole agreement of the parties. Neither party 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 either party 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 either party unless **item 17** states otherwise but, if the **Act** applies, review is compulsory.
 - 11.1.2 a party may initiate a review by giving the other party a written notice stating the current market rent which it proposes as the **rent** for the review period. Unless the **Act** applies, if the party receiving the notice does not object in writing to the proposed rent within 14 days, it becomes the **rent** for the review period.
 - 11.1.3 If -
 - (a) the **Act** does not apply and the party receiving the notice serves an objection to the proposed rent within 14 days and the parties do not agree on the **rent** within 14 days after the objection is served, or
 - (b) the **Act** applies and the parties do not agree on what the **rent** is to be for the review period,the parties must appoint a **valuer** to determine the current market rent.
If the **Act** does not apply and if the parties do not agree within 28 days after the objection is served on the name of the **valuer**, the **valuer** must be nominated by the President of the Australian Property Institute, Victorian Division, at the request of either party. If the **Act** applies, the **valuer** is to be appointed by agreement of the parties, 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 parties 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 parties 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 parties

- (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 parties may immediately appoint a replacement **valuer** in accordance with sub-clause 11.1.3.

- 11.2 The **valuer's** determination binds both parties.
- 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, the difference may be recovered 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**. 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 18 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,
 - 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 requested the renewal in writing not more than 6 months nor less than 3 months before the end of the **term**. The latest date for exercising the option is stated in item 19.
- 12.2 The renewed lease -
- 12.2.1 starts on the date after this lease ends,
 - 12.2.2 has a starting **rent** determined in accordance with clause 11, 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 18 has been exercised.
- 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 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 20 and must maintain the deposit at that amount.
- 13.2 Where the security deposit is invested in an interest bearing deposit, all interest accruing on it is 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.
- 13.4 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 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 post,
 - 14.1.2 by facsimile, or
 - 14.1.3 by delivery

to the party's last known address, or

14.1.4 registered office, or

14.1.5 if to the **tenant**, at the **premises**.

14.2 Posted notices will be taken to have been received 72 hours after posting unless proved otherwise.

14.3 Notices delivered or sent by facsimile after 5.00p.m. will be taken to have been received at 9.00a.m. on the next business day at the place where it is received.

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

15.1 The **guarantor** 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 renewed term or terms 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 further terms 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 renewed term or terms or any period of overholding.

15.2 The liability of the **guarantor** 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 **landlord** 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.

16. DISPUTE RESOLUTION

16.1 Unless the **Act** applies, if the words "The mediation procedure applies to this lease" are included in **item 21**, the mediation procedure applies to this lease. In that event the parties must attempt to resolve any dispute by the mediation procedure, except disputes about -

16.1.1 unpaid **rent** and interest charged on it,

16.1.2 review of **rent**, and

16.1.3 a dispute to be resolved in another way prescribed by any other provision of this lease.

16.2 The mediation procedure is -

16.2.1 a party may start mediation by serving a mediation notice on the other party.

- 16.2.2 the notice must state that a dispute has arisen and identify what the dispute is.
- 16.2.3 the parties must jointly request appointment of a mediator. If the parties fail to agree on the appointment within 7 days of service of the mediation notice, either party may apply to the President of the Law Institute of Victoria or the nominee of the President to appoint a mediator.
- 16.2.4 once the mediator has accepted the appointment the parties must comply with the mediator's instructions.
- 16.2.5 If the dispute is not resolved within 30 days of the appointment of the mediator, or any other period agreed by the parties in writing, the mediation ceases.
- 16.3 The mediator may fix the charges for the mediation which must be paid equally by the parties.
- 16.4 If the dispute is settled, all parties must sign the terms of agreement and these terms are binding on the parties.
- 16.5 The mediation is confidential and -
 - 16.5.1 statements made by the mediator or the parties, and
 - 16.5.2 discussions between the participants to the mediation, before after or during the mediation,
 cannot be used in any legal proceedings.
- 16.6 It must be a term of the engagement of the mediator that the parties release the mediator from any court proceedings relating to this lease or the mediation.
- 16.7 The mediator is not bound by the rules of natural justice and may discuss the dispute with a party in the absence of any other party.
- 16.8 If the Act applies, so that a dispute must be referred to the Victorian Civil and Administrative Tribunal, the parties agree that each may be represented by a legal practitioner or legal practitioners of its choice.

17. GST

- 17.1 Expressions used in this clause 17 and in the **GST Act** have the same meanings as when used in the **GST Act**.
- 17.2 Amounts payable and consideration provided under or in respect of this lease (other than under clause 17.3) are **GST** exclusive.
- 17.3 The recipient of a taxable supply made under or in respect of this lease must pay to the supplier, at the time the consideration for the supply is due, the **GST** payable in respect of the supply. This obligation extends to supply consisting of a party's entry into this lease.
- 17.4 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 17.3 on account of the **landlord's** liability for **GST**.
- 17.5 A party is not obliged, under clause 17.3, to pay the **GST** on a taxable supply to it under this lease, until given a valid tax invoice for the supply.

18. CONSUMER PRICE INDEX

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

$$AR = R \times \frac{CPIB}{CPIA}$$

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**.

- 18.2 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 the shortfall or the **landlord** must immediately repay the excess, as the case may be.
- 18.3 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.

- 18.4 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. If no other 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.
- 18.5 Unless the **Act** applies, the adjustment is not made if it would result in a decrease in the **rent payable**.

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

- 19.1 If the **premises** are only a part of the **lettable area** of the **building**, the provisions of this clause apply.
- 19.2 The **landlord** -
- 19.2.1 may adopt whatever name it chooses for the **building** and change the name from time to time, and
- 19.2.2 reserves all proprietary rights to the name of the **building** and any logo adopted for the **building**.
- 19.3 The **landlord** reserves for itself the use of all external surfaces of the **building** and areas outside the **building**.
- 19.4 The **building**, **common areas** and **landlord's installations** remain under the absolute control of the **landlord** which may manage them and regulate their use as it considers appropriate. In particular the **landlord** has the right -
- 19.4.1 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,
- 19.4.2 to exclude persons whose presence the **landlord** considers undesirable,
- 19.4.3 to grant easements over any parts of the **land** which do not materially and adversely affect the **tenant's** use,
- 19.4.4 to install, repair and replace, as necessary, the pipes and conduits necessary or desirable for the provision of services to the various parts of the **building**, and
- 19.4.5 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**.
- 19.5 The **tenant** must not obstruct the **common areas** or use them for any purpose other than the purposes for which they were intended.
- 19.6 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.

20. ADDITIONAL PROVISIONS

Any additional provisions set out in **item 22** -

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



DATED the 4th day of January 2010

EVELYN EDITH BARTLETT

Lessor

AND

**WOW REALTY.COM PTY LTD (ACN
109 637 005)**

Lessee

**LEASE of 151 – 155
MOLLISON STREET,
KYNETON**

Armstrong Collins & DeLacy,
Solicitors
143C Mollison Street, Kyneton. 3444
03 5422 1677 PJMT:lp:103590

This document may require to be added to or amended to ensure its suitability for a particular transaction.
For that reason you may need to consult with a solicitor.

Warning: The Retail Leases Act 2003 may apply to this Renewal of Lease



COPYRIGHT
Law Institute of Victoria
(2004)

RENEWAL OF LEASE OF REAL ESTATE

(WITH GUARANTEE & INDEMNITY)

(Commercial Property)

Premises: 151 – 155 Mollison Street, Kyneton

Since the Tenant has exercised the option for renewal of the Original Lease, the Landlord leases the Premises to the Tenant for the Term and at the Rent and on the conditions set out in this document

The Guarantor, if any, agrees to be bound by the Guarantor's obligations set out in this document.

EXECUTED AS A DEED ON

DATE: 16 January 2015

EXECUTION & ATTESTATION:

(To be executed under seal at rear of form)

DEFINITIONS AND INTERPRETATION

This document is to be interpreted according to the following rules.

- 1.1 The listed expressions appearing in bold print and commencing with a capital letter have the meanings set out opposite them:

EXPRESSION	MEANING
Act	Retail Leases Act 2003.
Guarantee	the guarantee and indemnity in respect of the Tenant's obligations under the Original Lease given by the Guarantor .
Guarantor	the person named in Item 3 .
Item	an Item in the schedule to this document.
Landlord	the person named in Item 1 , or any other person who will be entitled to possession of the Premises when the Term of this lease ends.
Original Lease	the Lease a copy of which is attached or as otherwise identified in Item 4 .
Premises	the premises specified in Item 4
Rent	the amount in Item 6 , or as varied in accordance with this document.
Tenant	the person named in Item 2 , or any person to whom the renewed lease is subsequently transferred.
Term	the period stated in Item 5 .

- 1.2 Unless otherwise specified, the words and phrases used in this document have the same meaning as in the **Original Lease**.
- 1.3 If the tenant named in the **Original Leases** not the **Tenant**, then the **Premises**, by virtue of a previous transfer(s), were transferred to the **Tenant** for the residue of the term of the **Original Lease**.
- 1.4 The **Landlord** (even if not named as the landlord in the **Original Lease**) is now the person entitled to take possession of the **Premises** if the tenancy ends.
- 1.5 References to laws include 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.

- 1.6 This document must be interpreted so that it complies with all laws applicable in Victoria. If any provision of this document 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 document.
- 1.7 The law of Victoria applies to this document.
- 1.8 Any change to this document must be in writing and signed by the parties.
- 1.9 An obligation imposed by this document on or in favour of more than one person binds or benefits all of them jointly and each of them individually.
- 1.10 The use of one gender includes the others and the singular includes the plural and vice versa.
- 1.11 If the **Landlord, Tenant or Guarantor** is an individual, this document binds that person's legal personal representative. If any of them is a corporation, this document binds its transferees.
- 1.12 This document is delivered and operates as a deed.

2 **TENANT'S OBLIGATIONS**

The **Tenant** must pay the **Rent** without any deductions to the **Landlord** on the days and in the way stated in the **Original Lease**. No demand for **Rent** is necessary and the **Landlord** may direct in writing that the **Rent** be paid to another person.

3 **GENERAL AGREEMENTS**

- 3.1 The lease formed by this document is granted subject to and with the benefit of the same **Tenant's** and **Landlord's** rights obligations and agreements as are contained in the **Original Lease** except:
- 3.1.1 for the new **Term** and **Rent**; and,
- 3.1.2 that its provisions are now deleted or changed in the specific manner set out in **Item 8**.
- 3.2 The **Landlord** and the **Tenant** now agree to respectively perform and observe all the rights obligations and agreements in the **Original Lease** as if they were now repeated in full and with only such changes necessary to make them applicable to this document and specifically the changes made by this document.

4 **GUARANTEE**

The **Guarantor** now agrees that:

- 4.1 the **Tenant's** obligations and agreements under the **Original Lease**, as renewed and varied by this document, are subject to and form part of the moneys and obligations the payment and performance of which are guaranteed to the **Landlord** by the **Guarantor** under the **Guarantee** and,
- 4.2 if the **Tenant** does not perform or observe any of its obligations and agreements under this document, the provisions of the **Guarantee** apply to them as if the terms of this document were incorporated in the **Original Lease** at the time it was executed.

5 ADDITIONAL PROVISIONS

Any additional provisions set out in **Item 9**:

- 5.1 bind the parties; and
- 5.2 if inconsistent with any other provisions of this document, override them.

6 FURTHER RENEWAL

If the whole of the **Act** applies to this lease and if there is a further option for renewal of the **Original Lease** specified in **Item 7** then the latest date for exercising the option is the date specified in **Item 7**.

7 RETAIL PREMISES LEASE

If this lease is a retail premises lease to which the provisions of the **Act** apply then the parties agree and acknowledge that all of the provisions of this Lease are to be read subject to the provisions of the **Act** and, to the extent of any inconsistency, the provisions of the **Act** prevail.

8 GST (see note 2 below)

- 8.1 Expressions used in this clause and in the **GST Act** have the same meanings as when used in the **GST Act**.
- 8.2 Amounts payable and consideration provided under or in respect of this lease are **GST exclusive**.
- 8.3 The recipient of a taxable supply made under or in respect of this lease must pay to the supplier, at the time the consideration for the supply is due, the **GST** payable in respect of the supply. This obligation extends to supply consisting of a party's entry into this document.
- 8.4 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 8.3 on account of the **Landlord's** **GST** liability.
- 8.5 A party is not obliged, under clause 8.3, to pay the **GST** on a taxable supply to it until given a valid tax invoice for the supply.

SCHEDULE

Item 1 Landlord

[Clause 1.1]

Evelyn Edith Bartlett of 97 Anzac Road, Carina Qld. 4152

Item 2 Tenant

[Clause 1.1]

Wow Realty.Com Pty Ltd (ACN 109 637 005) of 145 Mollison Street, Kyneton, Vic. 3444

Item 3 Guarantor

[Clause 1.1]

Adrian Guy Alexander McKimm and Lorraine McKimm of 120 Baldhill Road, Kyneton, Vic. 3444 and Paul Julian Ross McKimm of 6 Blair Murphy Close, Kyneton, Vic. 3444.

Item 4 Original Lease

[Clause 1.1]

Dated: 4 January 2010

Premises: 151 – 155 Mollison Street, Kyneton, Vic. 3444

Item 5 Term of the renewed Lease

[Clause 1.1]

5 years starting on 4 January 2015

Item 6 Rent

[Clause 1.1]

\$5,127.09 (plus GST) per month for the first two years of the Term. The rent shall be adjusted on each anniversary of the Commencement Date from 4 January 2017, in accordance with clause 18 of the Original Lease ("Consumer Price Index").

On the commencement of the further term, the rent shall be reviewed in accordance with clause 11 ("Rent Reviews to Market") and thereafter, on each anniversary of the Commencement Date of the further term, the rent shall be adjusted in accordance with clause 18 of the Original Lease.

Item 7 Number and duration of further terms

[Clause 6]

One further term of 5 years.

Latest Date for Exercising Option

4 October 2019.

Item 8 Variations

[Clause 3.1]

Addition of one further term of 5 years as per Item 7 above.

Item 9 Additional Provisions

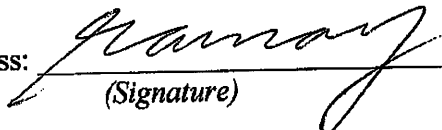
[Clause 5]

Execution and Attestation:

LANDLORD:

**SIGNED sealed and delivered by the
Landlord EVELYN EDITH BARTLETT
in the presence of:**

) E. E. Bartlett
) Evelyn Edith Bartlett
)

Witness: 
(Signature)
ERNEST MAY
(Print name)

Address: 499 GRASSDALE RD
GUMDALE Q 4154

TENANT:

EXECUTED by the Tenant WOW)
REALTY.COM PTY LTD (ACN 109 637 005))
in accordance with s127 Corporations Act by)
being signed by those persons who are authorised)
to sign for the company)

Director 

Director 

TENANTS' GUARANTORS

SIGNED sealed and delivered by the
Guarantors ADRIAN GUY ALEXANDER
McKIMM, LORRAINE McKIMM and PAUL
JULIAN ROSS McKIMM in the presence of:

)
)
)
)



Witness:



(Signature)

JASON McKIMM

(Print name)

Address: 117 BALDHILL RD KYNETON

DATED the 16th day of January 2015

EVELYN EDITH BARTLETT
Lessor

AND

WOW REALTY.COM PTY LTD
(ACN 109 637 005)
Lessee

RENEWAL OF LEASE
of
151 – 155 MOLLISON
STREET, KYNETON

Armstrong Collins & DeLacy,
Solicitors
143C Mollison Street, Kyneton. 3444
03 5422 1677 PJMT:lp:106855

SCHEDULE 3

LANDLORD'S DISCLOSURE STATEMENT ON RENEWAL OF LEASE

by the Landlord under section 26(1) of the
Retail Leases Act 2003

NOTE

This statement is to be completed by the Landlord for renewed leases under section 26(1) of the Retail Leases Act 2003.

If the Tenant has exercised or is entitled to exercise an option to renew a retail premises lease, the Landlord is required to provide this statement to the Tenant at least 21 days before the end of the current term.

In the situation where all of the parties to a retail premises lease enter into an agreement to renew the lease, the Landlord is required to provide this statement to the Tenant no later than 14 days after the entering into of the agreement.

The layout of this statement does not need to be the same as the prescribed disclosure statement in the Retail Leases Regulations 2013.

It is prudent for a Tenant to obtain independent legal and financial advice before renewing a retail premises lease.


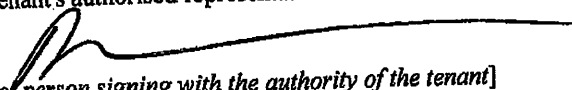
The Tenant has remedies including termination of a lease under the Retail Leases Act 2003 if information in this statement is misleading, false or materially incomplete.

Information contained in this statement is correct as at the date of this statement but may change after the date of this statement and during the term of the lease.

DISCLOSURE STATEMENT by the Landlord

Landlord:	Evelyn Edith Bartlett 97 Anzac Road, Carina Heights, QLD 4152
Tenant:	Wow Realty.Com Pty Ltd (ACN 109 637 005) 145 Mollison Street, Kyneton, Vic. 3444
Premises:	151 - 155 Mollison Street, Kyneton

PART 1 KEY INFORMATION	
1	Renewal of lease
1.1	Date on which the option to renew the lease agreement for the premises was exercised, or date on which all of the parties to the lease entered into an agreement to renew the lease. 4 December 2014 [landlord to insert date]
2	Alteration works
2.1	Are there any alteration or demolition works, planned or known to the landlord at this point in time, to the premises or building/centre, including surrounding roads, during the term or any further term or terms? <input type="checkbox"/> Yes [insert details of the proposed works] <input checked="" type="checkbox"/> No
3	Other matters
3.1	Are there any other matters that may materially affect the tenant's ongoing business and are not referred to in the lease? [e.g. current legal proceedings, planned changes to tenancy mix] <input type="checkbox"/> Yes [insert details] <input checked="" type="checkbox"/> No

8.2	Signed by the tenant or for and on behalf of the tenant 
8.3	Name of the tenant's authorised representative  <i>[insert name of person signing with the authority of the tenant]</i>
8.4	Date 19/12/14 / /2014