

Aldo Cimino, Karen Cimino, Ottavio Cimino and Mandy Adele Cimino

VENDORS STATEMENT

Property: Lots 1-2, 34 Guelph Street, Somerville VIC 3912

Frank Giummarra
Solicitor
4 Montrose Way
Cranbourne VIC 3977
Tel: 03 5996 6789
Fax: 03 5996 6794
Ref: FG:23116

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	LOTS 1-2, 34 GUELPH STREET, SOMERVILLE VIC 3912
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Vendor's name	Aldo Cimino	Date
Vendor's signature	_____	/ /
Vendor's name	Karen Cimino	Date
Vendor's signature	_____	/ /
Vendor's name	Ottavio Cimino	Date
Vendor's signature	_____	/ /
Vendor's name	Mandy Adele Cimino	Date
Vendor's signature	_____	/ /

Purchaser's name	Date
Purchaser's signature	/ /

Purchaser's name	Date
Purchaser's signature	/ /

1. FINANCIAL MATTERS

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

(a) Their total does not exceed: \$10,000.00

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

Not Applicable

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 as follows:

Is in the attached copies of title documents and leases of the premises as attached

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

Not Applicable

3.2 Road Access

There is NO access to the property by road if the square box is marked with an 'X'

3.3 Designated Bushfire Prone Area

The land is in a designated bushfire prone area within the meaning of section 192A of the *Building Act* 1993 if the square box is marked with an 'X'

3.4 Planning Scheme

The required specified information is as follows:

- | | |
|-----------------------------------|--------------------------------------|
| (a) Name of planning scheme | Mornington Peninsula Planning Scheme |
| (b) Name of responsible authority | Mornington Peninsula Shire |
| (c) Zoning of the land | Industrial 3 Zone |
| (d) Name of planning overlay | None |

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:

Not Applicable

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:

NIL

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:

NIL

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):

Not Applicable

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.

6.1 The owners corporation is an inactive owners corporation.

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (“GAIC”)

Words and expressions in this section 7 have the same meaning as in Part 9B of the *Planning and Environment Act* 1987.

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 type="checkbox"/>
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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.

- (a) Attached is a copy of the plan for the first stage if the land is in the second or subsequent stage.
- (b) The requirements in a statement of compliance relating to the stage in which the land is included that have Not been complied With are As follows:

NIL

- (c) The proposals relating to subsequent stages that are known to the vendor are as follows:

NIL

- (d) The contents of any permit under the Planning and Environment Act 1987 authorising the staged subdivision are:

NIL

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 1000m²; (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.)

Is attached

13. ATTACHMENTS

(Any certificates, documents and other attachments may be annexed to this section 13)

(Additional information may be added to this section 13 where there is insufficient space in any of the earlier sections)

(Attached is an "Additional Vendor Statement" if section 1.3 (Terms Contract) or section 1.4 (Sale Subject to Mortgage) applies)

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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

Page 1 of 1

VOLUME 09984 FOLIO 034

Security no : 124105429068Q
Produced 17/04/2023 03:43 PM

LAND DESCRIPTION

Lot 1 on Registered Plan of Strata Subdivision 036847J.
PARENT TITLE Volume 09796 Folio 517
Created by instrument SP036847J 26/10/1990

REGISTERED PROPRIETOR

Estate Fee Simple
TENANTS IN COMMON
As to 1 of a total of 2 equal undivided shares
Joint Proprietors
OTTAVIO CIMINO
MANDY ADELE CIMINO both of 48 CHESTERFIELD ROAD SOMERVILLE VIC 3912
As to 1 of a total of 2 equal undivided shares
Joint Proprietors
ALDO CIMINO
KAREN CIMINO both of 10 LAKEVIEW DRIVE SAFETY BEACH VIC 3936
AC313010P 05/09/2003

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AK238544W 14/03/2013
ING BANK (AUSTRALIA) LTD

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 24 Subdivision Act 1988 or Section 12 Strata Titles Act 1967 and any other encumbrances shown or entered on the plan set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE SP036847J 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: FACTORY 1 34 GUELPH STREET SOMERVILLE VIC 3912

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION PLAN NO. SP036847J

DOCUMENT END

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

Page 1 of 1

VOLUME 09984 FOLIO 035

Security no : 124105429163M
Produced 17/04/2023 03:45 PM

LAND DESCRIPTION

Lot 2 on Registered Plan of Strata Subdivision 036847J.
PARENT TITLE Volume 09796 Folio 517

REGISTERED PROPRIETOR

Estate Fee Simple

TENANTS IN COMMON

As to 1 of a total of 2 equal undivided shares

Joint Proprietors

ALDO CIMINO

KAREN CIMINO both of 10 LAKEVIEW DRIVE SAFETY BEACH VIC 3936

As to 1 of a total of 2 equal undivided shares

Joint Proprietors

OTTAVIO CIMINO

MANDY ADELE CIMINO both of 48 CHESTERFIELD ROAD SOMERVILLE VIC 3912

AF267927J 13/08/2007

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AK238544W 14/03/2013

ING BANK (AUSTRALIA) LTD

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 24 Subdivision Act 1988 or Section 12 Strata Titles Act 1967 and any other encumbrances shown or entered on the plan set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE SP036847J 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: FACTORY 2 34 GUELPH STREET SOMERVILLE VIC 3912

OWNERS CORPORATIONS

The land in this folio is affected by

OWNERS CORPORATION PLAN NO. SP036847J

DOCUMENT END



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Number of Pages (excluding this cover sheet)	2
Document Assembled	17/04/2023 15:45

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SP 36847

SP 36847J.

CHART 8 PLAN OF STRATA SUBDIVISION


THE PARCEL THE WHOLE OF THE LAND DESCRIBED IN CERTIFICATE OF TITLE

VOL 9796 FOL 517
 PART OF CROWN PORTION 8
 PARISH TYABB CHART 8
 COUNTY MORNINGTON

REGISTERED

TIME 7.45

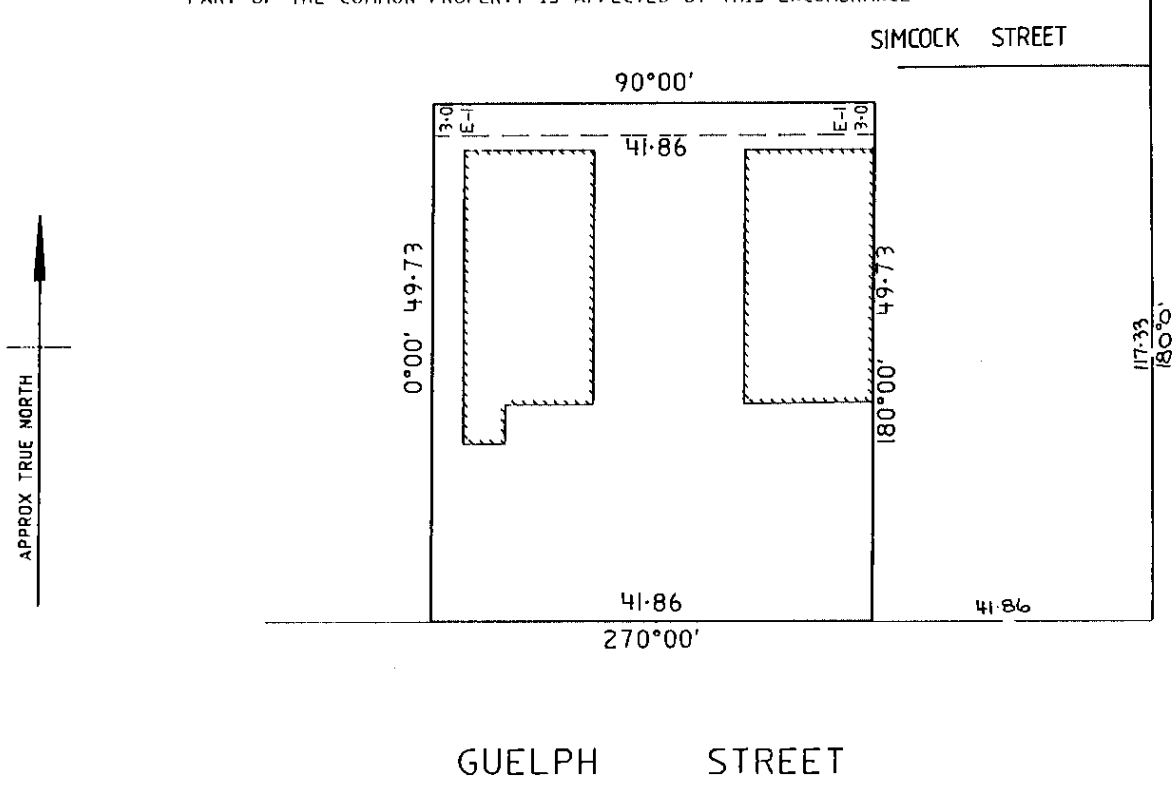
DATE 26.10.90



POSTAL ADDRESS OF BUILDINGS
 34 GUELPH STREET, SOMERVILLE. 3912.

FOR CURRENT ADDRESS FOR SERVICE OF NOTICE
 SEE OWNERS CORPORATION SEARCH REPORT

NOTATIONS THE LAND DESIGNATED AS E-1 IS A DRAINAGE AND SEWERAGE EASEMENT
 VIDE LP209290
 PART OF THE COMMON PROPERTY IS AFFECTED BY THIS ENCUMBRANCE

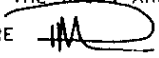


5 0 5 10 15 20
 LENGTHS ARE IN METRES

Diagram showing the external boundaries of the site and the location in relation thereto at ground level of all buildings in the parcel.

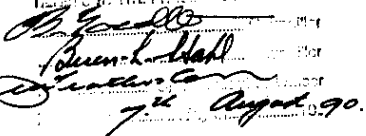
SURVEYOR'S CERTIFICATE

I PETER FIELD NILSSON
 A SURVEYOR LICENSED UNDER THE SURVEYORS ACT 1978
 CERTIFY THAT THIS PLAN AND ANY MEASUREMENTS ON
 WHICH IT IS BASED HAVE BEEN MADE BY ME OR UNDER
 MY PERSONAL DIRECTION AND SUPERVISION; THAT THE
 STANDARD OF ACCURACY OF ANY MEASUREMENT MADE
 TO DETERMINE THE EXTERNAL BOUNDARIES OF THE SITE
 COMPLIES WITH THE REQUIREMENTS OF AND UNDER THE
 SURVEYORS ACT 1978; THAT THE PLAN ACCURATELY
 REPRESENTS AS AT 15th DAY OF APRIL 1989
 IN THE MANNER REQUIRED BY OR UNDER THE STRATA
 TITLES ACT 1967 AND BY OR UNDER THE SURVEYORS
 ACT 1978; & WITHIN THE LIMITATIONS OF THE SCALE
 USED AND THE STANDARD OF ACCURACY REQUIRED, THE
 BOUNDARIES OF THE UNITS AND THE LOCATION AT
 GROUND LEVEL OF ALL BUILDINGS IN THE PARCEL IN
 RELATION TO THE EXTERNAL BOUNDARIES OF THE SITE;
 AND ALL THE UNITS ARE WITHIN THE PARCEL.

SIGNATURE  DATE 8/4/90

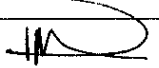
SEAL OF MUNICIPALITY AND ENDORSEMENT
 SEALED PURSUANT TO SECTION 6(1), STRATA TITLES ACT 1967

THE COMMON SEAL OF THE PRESIDENT
 OF THE SHIRE OF HASTINGS
 IN WITNESS WHEREOF
 I have hereunto set my hand and
 the seal of the Shire of Hastings
 this 7th day of August 1990.


 SHIRE OF HASTINGS REF. No. 6701

NILSSON NOEL & HOLMES PTY LTD
 SURVEYORS ENGINEERS TOWN PLANNERS
 146A HIGH STREET CRANBOURNE
 059 964133

SURVEYORS REF.
 80507ST


 LICENSED SURVEYOR
 SHEET 1 OF 2 SHEETS

SP 36847

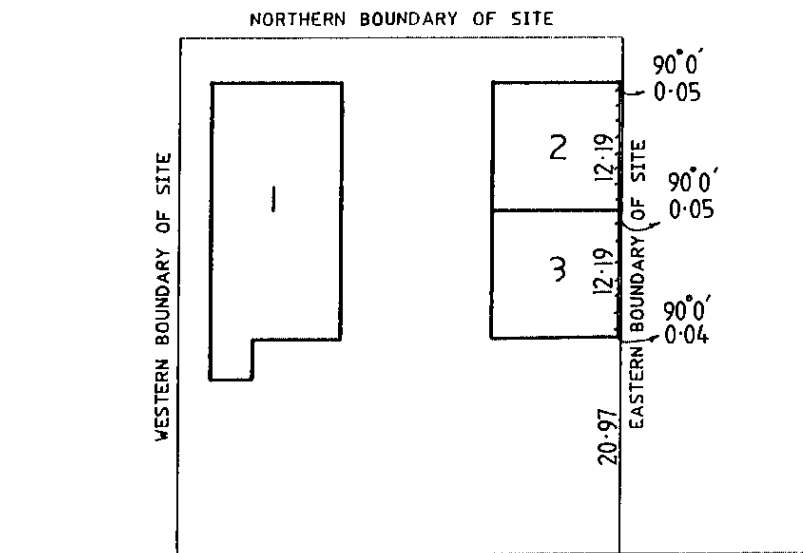
SCHEDULE OF UNIT ENTITLEMENT AND UNIT LIABILITY

FOR CURRENT OWNERS CORPORATION DETAILS
SEE OWNERS CORPORATION SEARCH REPORT

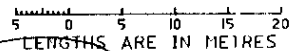
LEGEND

THE BUILDINGS IN THE PARCEL PARTS OF WHICH ARE CONTAINED IN UNITS 1, 2 & 3 ARE SINGLE STOREY BUILDINGS.
THE LOWER BOUNDARY OF UNITS 1, 2 & 3 LIES ONE METRE BELOW THAT PART OF THE SITE WHICH IS WITHIN THE VERTICAL OR ~~HORIZONTAL~~ VERTICAL BOUNDARIES OF THE RELEVANT UNIT AS SHOWN ON THE DIAGRAM BELOW.
THE UPPER BOUNDARY OF UNITS 1, 2 & 3 LIES TEN METRES ABOVE THAT PART OF THE SITE.
NO UNIT ON THIS PLAN IS AN ACCESSORY UNIT.
THE COMMON PROPERTY IS ALL THE LAND IN THE PARCEL EXCEPT THE LAND CONTAINED IN UNITS 1, 2 & 3.

24/10/20



GUELPH STREET



NILSSON NOEL & HOLMES PTY LTD
SURVEYORS ENGINEERS TOWN PLANNERS
146A HIGH STREET CRANBOURNE
059 964133

SURVEYORS REF-
80507ST

VICTORIA

LICENSED SURVEYOR
SHEET 2 OF 2 SHEETS



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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**OWNERS CORPORATION
PLAN NO. SP036847J**

The land in SP036847J is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property, Lots 1 - 3.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

34 GUELPH STREET SOMERVILLE VIC 3912

SP036847J 26/10/1990

Owners Corporation Manager:

NIL

Rules:

Model Rules apply unless a matter is provided for in Owners Corporation Rules. See Section 139(3) Owners Corporation Act 2006

Owners Corporation Rules:

NIL

Additional Owners Corporation Information:

NIL

Notations:

NIL

Entitlement and Liability:

NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Common Property	0	0
Lot 1	200	200
Lot 2	100	100
Lot 3	100	100
Total	400.00	400.00

From 31 December 2007 every Body Corporate is deemed to be an Owners Corporation. Any reference to a Body Corporate in any Plan, Instrument or Folio is to be read as a reference to an Owners Corporation.



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 17/04/2023 03:45:23 PM

**OWNERS CORPORATION
PLAN NO. SP036847J**

Statement End.

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

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

2. Encumbrance Summary

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

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

Information available at Melbourne Water indicates that this property is not subject to flooding from Melbourne Water's drainage system, based on a flood level that has a probability of occurrence of 1% in any one year.

AUTHORISED OFFICER:



MIKALA HEHIR
GENERAL MANAGER
CUSTOMER & COMMUNITY ENGAGEMENT

South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198

ENCUMBRANCE ENQUIRY EMAIL infostatements@sew.com.au

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

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

Important Warnings

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

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

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

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

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

3. Disclaimer

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

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

AUTHORISED OFFICER:

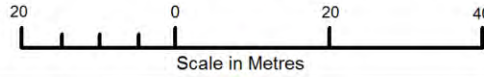


MIKALA HEHIR
GENERAL MANAGER
CUSTOMER & COMMUNITY ENGAGEMENT

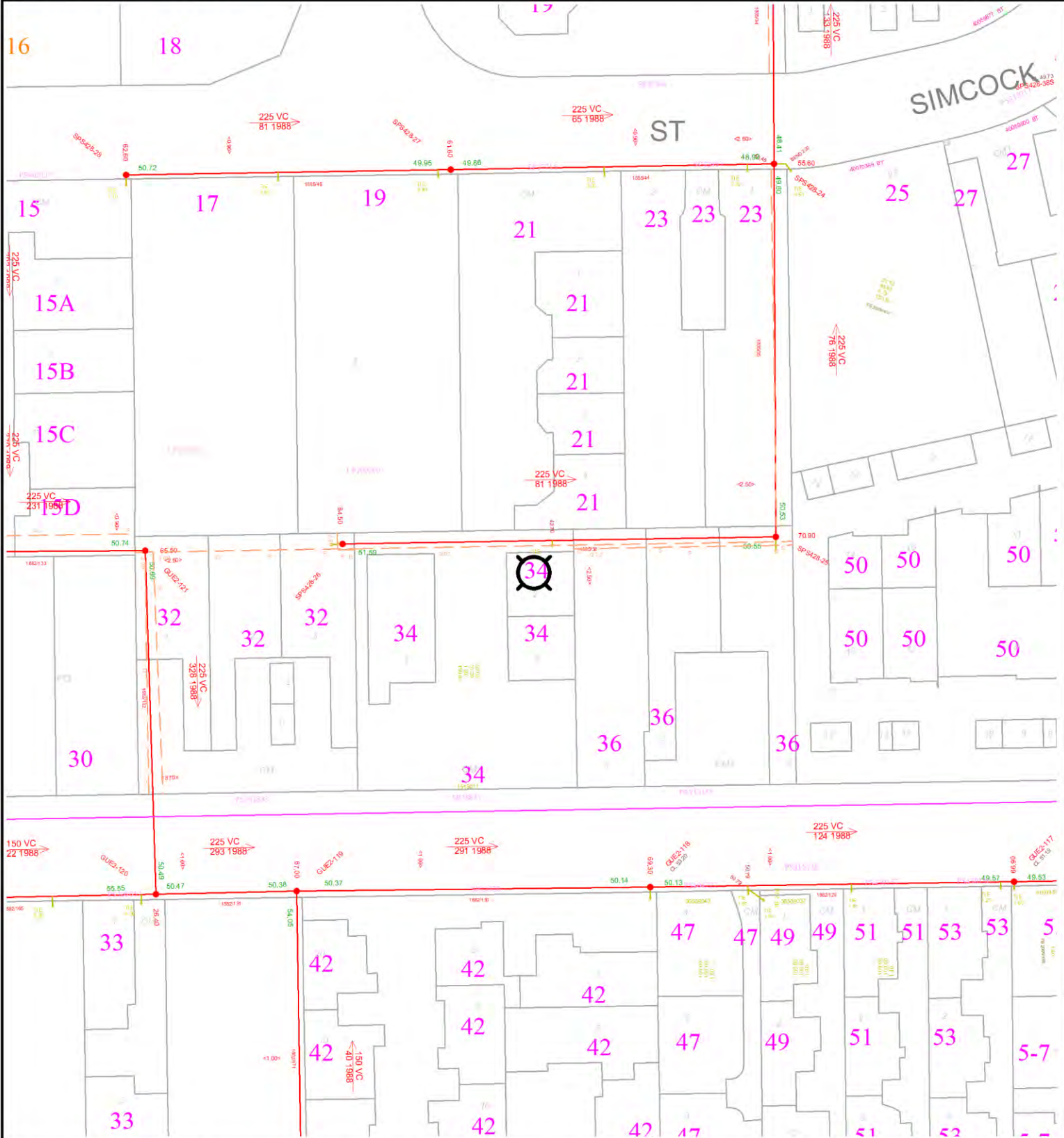
South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198



Case Number: 43867727

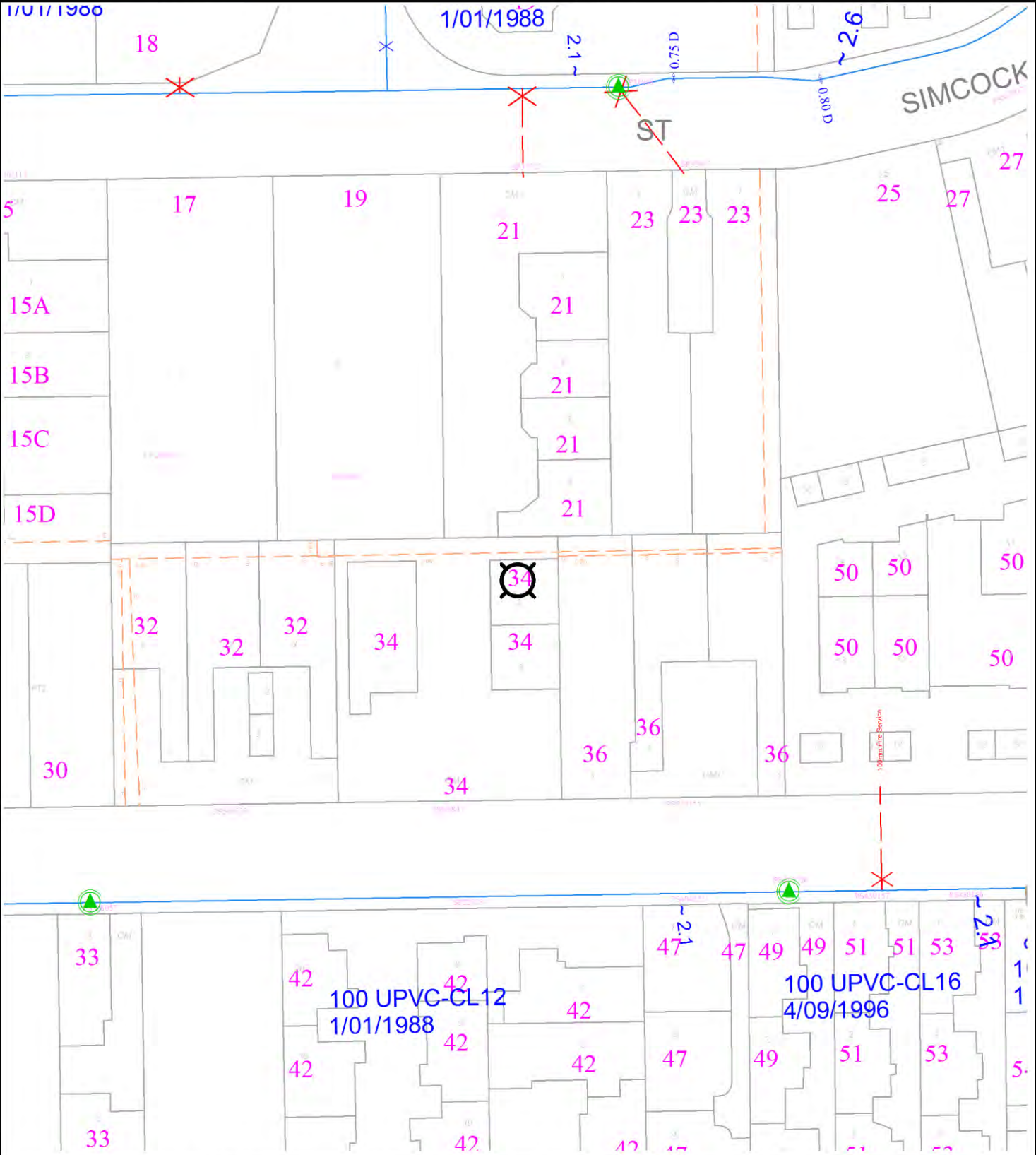
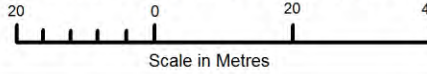


Date: 17APRIL2023



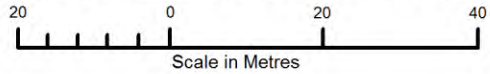
WARNING: This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly,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

	Title/Road Boundary		Subject Property		Maintenance Hole
	Proposed Title/Road		Sewer Main & Property Connections		Inspection Shaft
	Easement		Direction of Flow		Offset from Boundary
Melbourne Water Assets					
	Sewer Main		Underground Drain		Natural Waterway
	Maintenance Hole		Channel Drain		Underground Drain M.H.



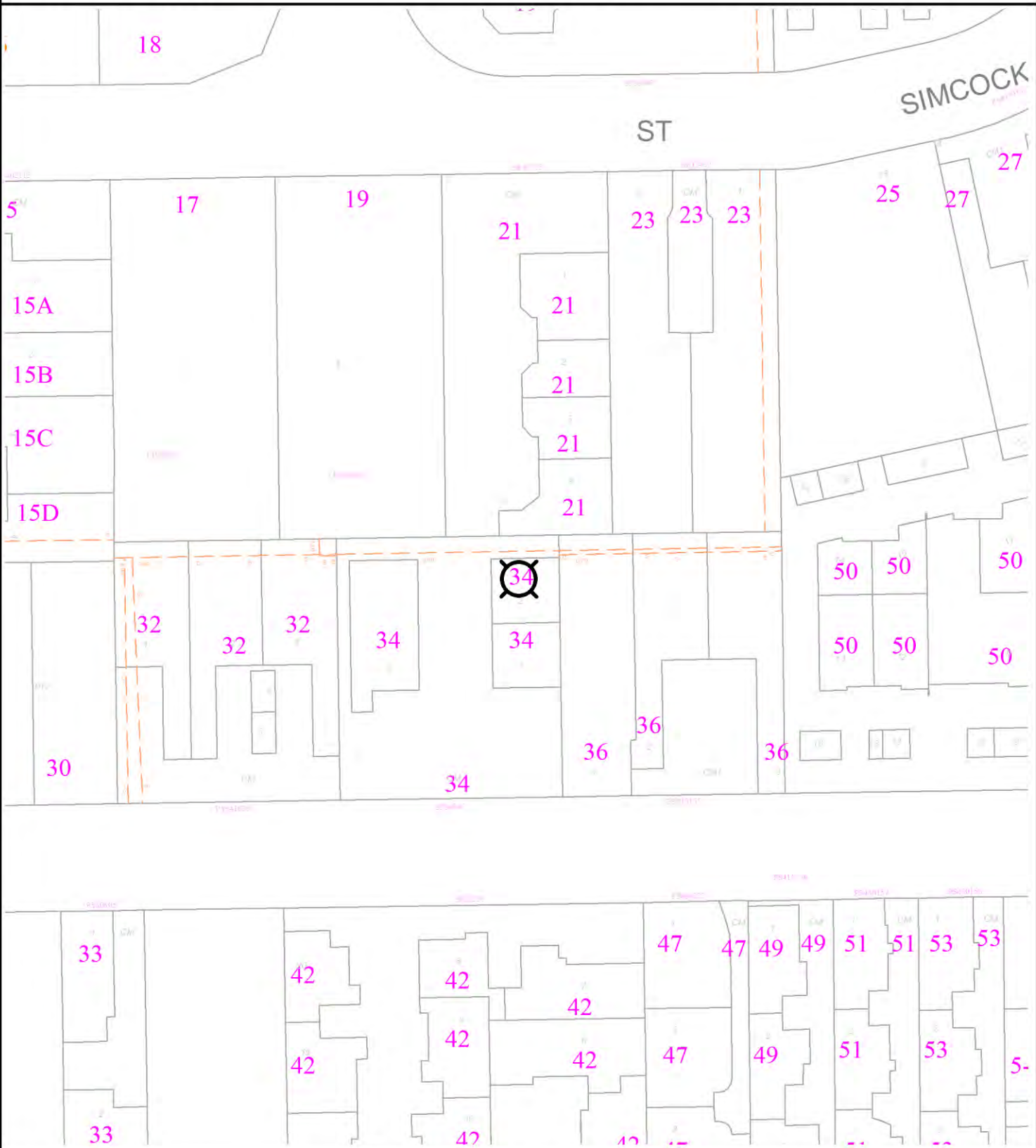
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LEGEND	
	Title/Road Boundary
	Proposed Title/Road
	Easement
	Subject Property
	Water Main Valve
	Hydrant
	Fireplug/Washout
	Water Main & Services
	Offset from Boundary



Case Number: 43867727

Date: 17APRIL2023



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LEGEND	
	Title/Road Boundary
	Proposed Title/Road
	Easement
	Subject Property
	Recycled Water Main Valve
	Recycled Water Main & Services
	Hydrant
	Fireplug/Washout
	~ 1.0 Offset from Boundary

Frank Giummarra C/- InfoTrack
 (Smokeball)
 E-mail: certificates@landata.vic.gov.au

Statement for property:
 FACTORY 1 LOT 1 34 GUELPH
 STREET SOMERVILLE 3912
 1 SP 36847

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
03A/01828/54	LANDATA CER 68579534-029-8	17 APRIL 2023	43867351

1. Statement of Fees Imposed

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

(a) By Other Authorities

Parks Victoria - Parks Service Charge	01/07/2022 to 30/06/2023	\$81.60
Melbourne Water Corporation Total Service Charges	01/04/2023 to 30/06/2023	\$41.19

(b) By South East Water

Water Service Charge	01/04/2023 to 30/06/2023	\$20.93
Sewerage Service Charge	01/04/2023 to 30/06/2023	\$109.18
Subtotal Service Charges		<u>\$252.90</u>
Payments		\$86.89
TOTAL UNPAID BALANCE		\$166.01

- The meter at the property was last read on 08/03/2023. Fees accrued since that date may be estimated by reference to the following historical information about the property:

Water Usage Charge	\$0.21 per day
Sewage Disposal Charge	\$0.10 per day

- Financial Updates (free service) are only available online please go to (type / copy the complete address shown below): <https://secureapp.southeastwater.com.au/PropertyConnect/#/order/info/update>

* Please Note: if usage charges appear above, the amount shown includes one or more of the following:

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

AUTHORISED OFFICER:



MIKALA HEHIR
 GENERAL MANAGER
 CUSTOMER & COMMUNITY ENGAGEMENT

South East Water
Information Statement Applications
 PO Box 2268, Seaford, VIC 3198

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

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

2. Encumbrance Summary

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

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

Information available at Melbourne Water indicates that this property is not subject to flooding from Melbourne Water's drainage system, based on a flood level that has a probability of occurrence of 1% in any one year.

AUTHORISED OFFICER:



MIKALA HEHIR
GENERAL MANAGER
CUSTOMER & COMMUNITY ENGAGEMENT

South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198

ENCUMBRANCE ENQUIRY EMAIL infostatements@sew.com.au

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

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

Important Warnings

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

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

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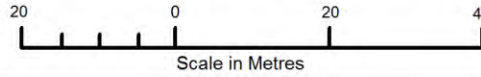


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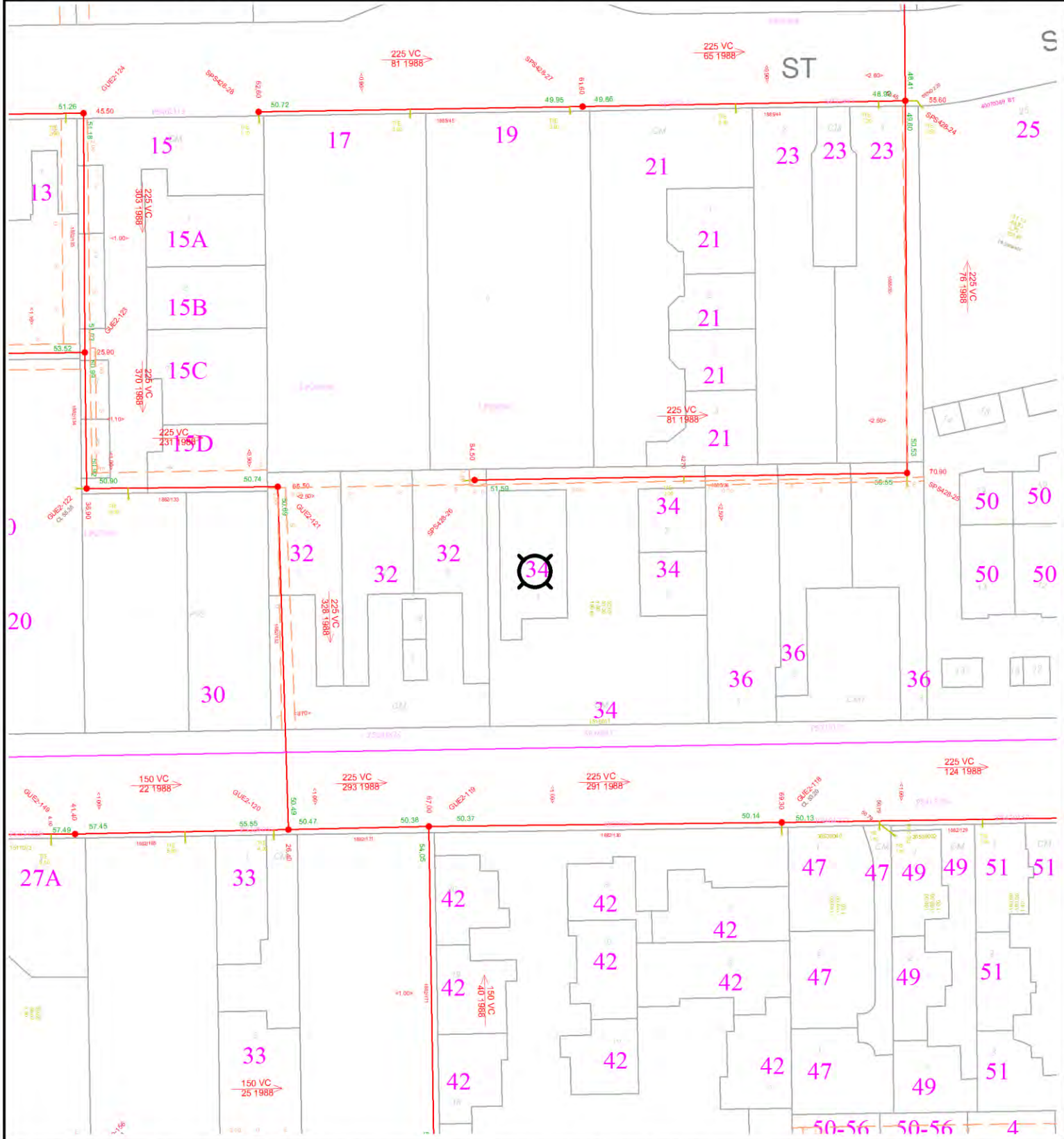
South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198



Case Number: 43867351



Date: 17APRIL2023

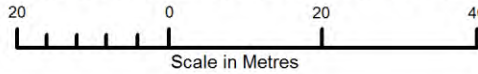


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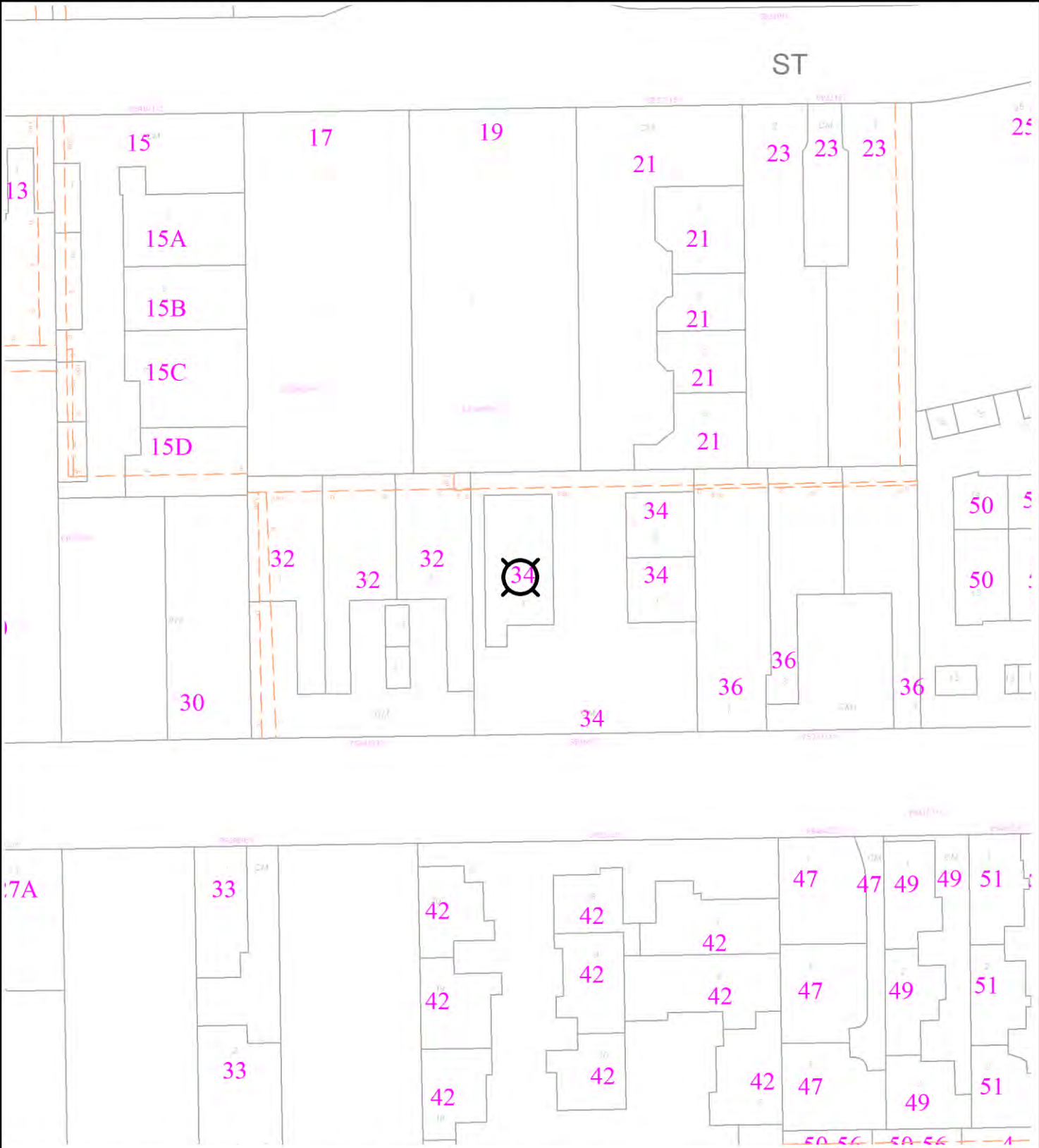
	Title/Road Boundary		Subject Property		Maintenance Hole
	Proposed Title/Road		Sewer Main & Property Connections		Inspection Shaft
	Easement		Direction of Flow		Offset from Boundary
Melbourne Water Assets					
	Sewer Main		Underground Drain		Natural Waterway
	Maintenance Hole		Channel Drain		Underground Drain M.H.



Case Number: 43867351



Date: 17APRIL2023



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LEGEND			
	Title/Road Boundary		Subject Property
	Proposed Title/Road		Recycled Water Main Valve
	Easement		Recycled Water Main & Services
			Hydrant
			Fireplug/Washout
			~ 1.0 Offset from Boundary

Property Clearance Certificate

Taxation Administration Act 1997



INFOTRACK / FRANK GIUMMARRA

Your Reference:	23116
Certificate No:	63479993
Issue Date:	17 APR 2023
Enquiries:	ESYSPROD

Land Address: FACTORY 2, 34 GUELPH STREET SOMERVILLE VIC 3912

Land Id	Lot	Plan	Volume	Folio	Tax Payable
22592025	2	36847			\$0.00

Vendor: MANDY CIMINO, OTTAVIO CIMINO & 2 OTHER(S)

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MS KAREN CIMINO	2023	\$218,000	\$398.07	\$0.00	\$0.00

Comments: Land Tax of \$398.07 has been assessed for 2023, an amount of \$398.07 has been paid.

Current Vacant Residential Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
-------------------------------------	------	---------------	------------------	------------------	-------

Comments:

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

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMP VALUE:	\$270,000
SITE VALUE:	\$218,000
AMOUNT PAYABLE:	\$0.00

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

Certificate No: 63479993

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$0.00

Taxable Value = \$218,000

Calculated as \$0 plus (\$218,000 - \$0) multiplied by 0.000 cents.

Property Clearance Certificate - Payment Options

BPAY



Billers Code: 5249
Ref: 63479993

Telephone & Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

www.bpay.com.au

CARD



Ref: 63479993

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

From www.planning.vic.gov.au at 17 April 2023 03:25 PM

PROPERTY DETAILS

Address: **1/34 GUELPH STREET SOMERVILLE 3912**
 Lot and Plan Number: **Lot 1 SP36847**
 Standard Parcel Identifier (SPI): **1\SP36847**
 Local Government Area (Council): **MORNINGTON PENINSULA**
 Council Property Number: **92012**
 Planning Scheme: **Mornington Peninsula**
 Directory Reference: **Melway 107 G11**

www.mornpen.vic.gov.au

[Planning Scheme - Mornington Peninsula](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**
 Melbourne Water Retailer: **South East Water**
 Melbourne Water: **Inside drainage boundary**
 Power Distributor: **UNITED ENERGY**

STATE ELECTORATES

Legislative Council: **EASTERN VICTORIA**
 Legislative Assembly: **HASTINGS**

OTHER

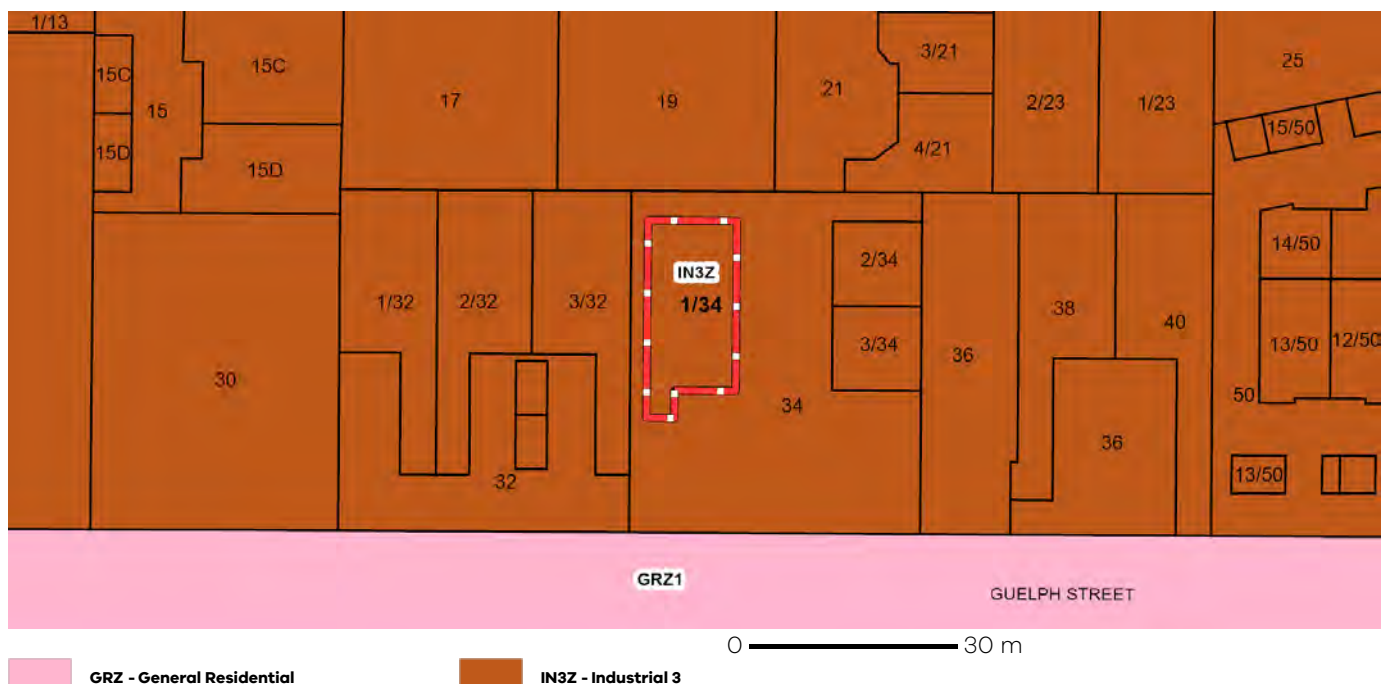
Registered Aboriginal Party: **Bunurong Land Council Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

[INDUSTRIAL 3 ZONE \(IN3Z\)](#)

[SCHEDULE TO THE INDUSTRIAL 3 ZONE \(IN3Z\)](#)



GRZ - General Residential

IN3Z - Industrial 3

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

Planning Overlays

No planning overlay found

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 Read the full disclaimer at <https://www.delwp.vic.gov.au/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 32C (b) of the Sale of Land 1962 (Vic).

Further Planning Information

Planning scheme data last updated on 13 April 2023.

A **planning scheme** sets out policies and requirements for the use, development and protection of land.

This report provides information about the zone and overlay provisions that apply to the selected land.

Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council

or by visiting <https://www.planning.vic.gov.au>

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

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

To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

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

To view planning zones, overlay and heritage information in an interactive format visit

<https://mapshare.maps.vic.gov.au/vicplan>

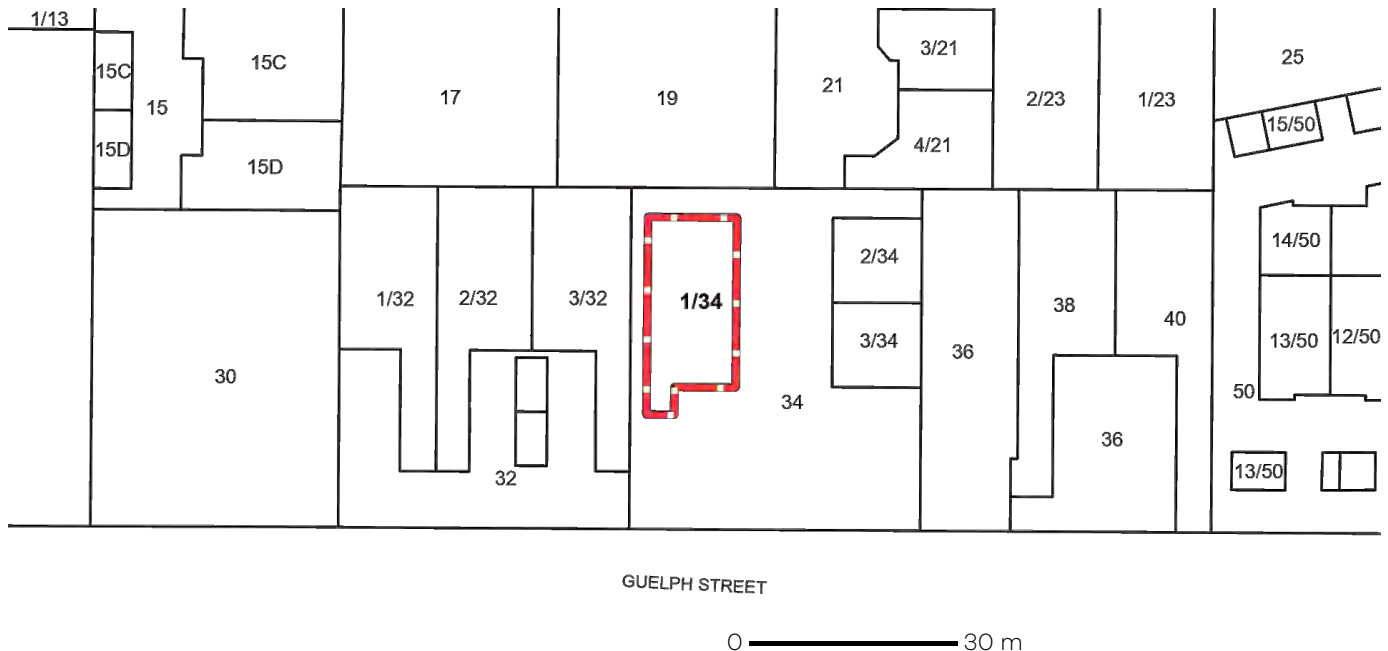
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

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

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

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



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

Designated BPA maps can be viewed on VicPlan at <https://mapshare.vic.gov.au/vicplan/> or at the relevant local council.

Create a BPA definition plan in [VicPlan](#) to measure the BPA.

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

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

Native Vegetation

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

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Information Management system <https://nvim.delwp.vic.gov.au/> and [Native vegetation \(environment.vic.gov.au\)](http://Native%20vegetation%20(environment.vic.gov.au)) or please contact your relevant council.

You can find out more about the natural values on your property through NatureKit [NatureKit \(environment.vic.gov.au\)](http://NatureKit%20(environment.vic.gov.au))

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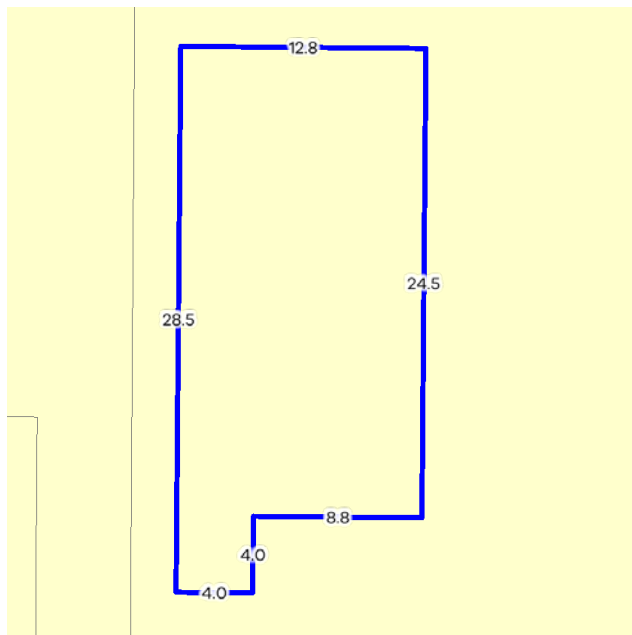
PROPERTY DETAILS

Address: **1/34 GUELPH STREET SOMERVILLE 3912**
Lot and Plan Number: **Lot 1 SP36847**
Standard Parcel Identifier (SPI): **1\SP36847**
Local Government Area (Council): **MORNINGTON PENINSULA**
Council Property Number: **92012**
Directory Reference: **Melway 107 G11**

www.mornpen.vic.gov.au

SITE DIMENSIONS

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



Area: 330 sq. m

Perimeter: 83 m

For this property:

— Site boundaries

— Road frontages

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

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

For more accurate dimensions get copy of plan at [Title and Property Certificates](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**
Melbourne Water Retailer: **South East Water**
Melbourne Water: **Inside drainage boundary**
Power Distributor: **UNITED ENERGY**

STATE ELECTORATES

Legislative Council: **EASTERN VICTORIA**
Legislative Assembly: **HASTINGS**

PLANNING INFORMATION

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

The Planning Property Report for this property can found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

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

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

Area Map



GUELPH STREET

0 ————— 30 m



Selected Property

From www.planning.vic.gov.au at 17 April 2023 03:27 PM

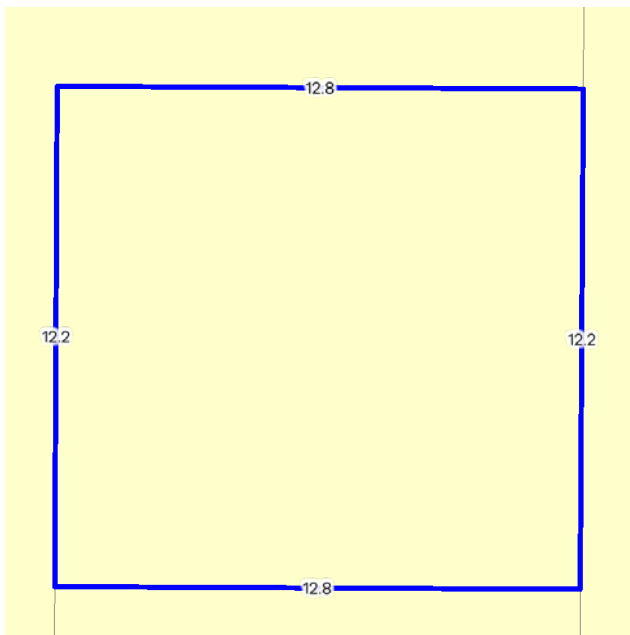
PROPERTY DETAILS

Address: **2/34 GUELPH STREET SOMERVILLE 3912**
Lot and Plan Number: **Lot 2 SP36847**
Standard Parcel Identifier (SPI): **2\SP36847**
Local Government Area (Council): **MORNINGTON PENINSULA**
Council Property Number: **105001**
Directory Reference: **Melway 107 G11**

www.mornpen.vic.gov.au

SITE DIMENSIONS

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



Area: 156 sq. m

Perimeter: 50 m

For this property:

— Site boundaries

— Road frontages

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

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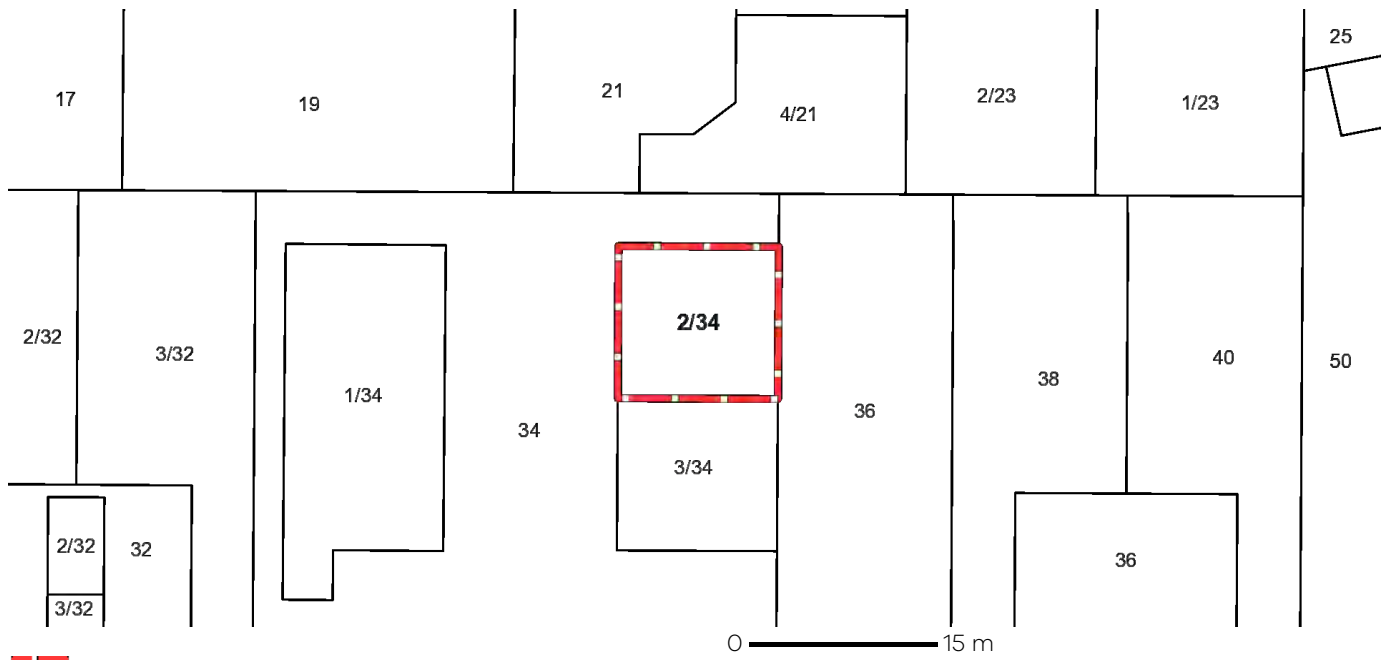
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Area Map



Selected Property

From www.planning.vic.gov.au at 17 April 2023 03:29 PM

PROPERTY DETAILS

Address: **2/34 GUELPH STREET SOMERVILLE 3912**

Lot and Plan Number: **Lot 2 SP36847**

Standard Parcel Identifier (SPI): **2\SP36847**

Local Government Area (Council): **MORNINGTON PENINSULA** www.mornpen.vic.gov.au

Council Property Number: **105001**

Planning Scheme: **Mornington Peninsula** [Planning Scheme - Mornington Peninsula](#)

Directory Reference: **Melway 107 G11**

UTILITIES

Rural Water Corporation: **Southern Rural Water**

Melbourne Water Retailer: **South East Water**

Melbourne Water: **Inside drainage boundary**

Power Distributor: **UNITED ENERGY**

STATE ELECTORATES

Legislative Council: **EASTERN VICTORIA**

Legislative Assembly: **HASTINGS**

OTHER

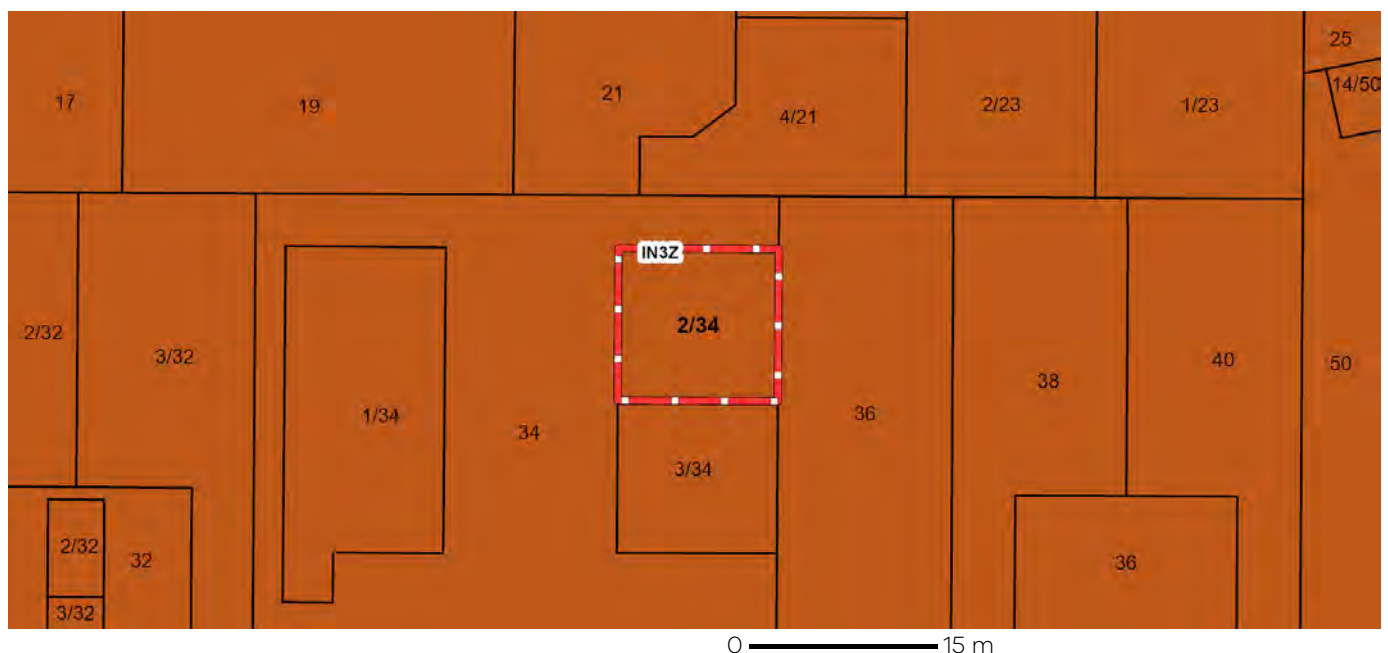
Registered Aboriginal Party: **Bunurong Land Council Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

[INDUSTRIAL 3 ZONE \(IN3Z\)](#)

[SCHEDULE TO THE INDUSTRIAL 3 ZONE \(IN3Z\)](#)



IN3Z - Industrial 3

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

Planning Overlays

No planning overlay found

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Read the full disclaimer at <https://www.delwp.vic.gov.au/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 32C (b) of the Sale of Land 1962 (Vic).

Further Planning Information

Planning scheme data last updated on 13 April 2023.

A **planning scheme** sets out policies and requirements for the use, development and protection of land.

This report provides information about the zone and overlay provisions that apply to the selected land.

Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council

or by visiting <https://www.planning.vic.gov.au>

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

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

To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

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

To view planning zones, overlay and heritage information in an interactive format visit

<https://mapshare.maps.vic.gov.au/vicplan>

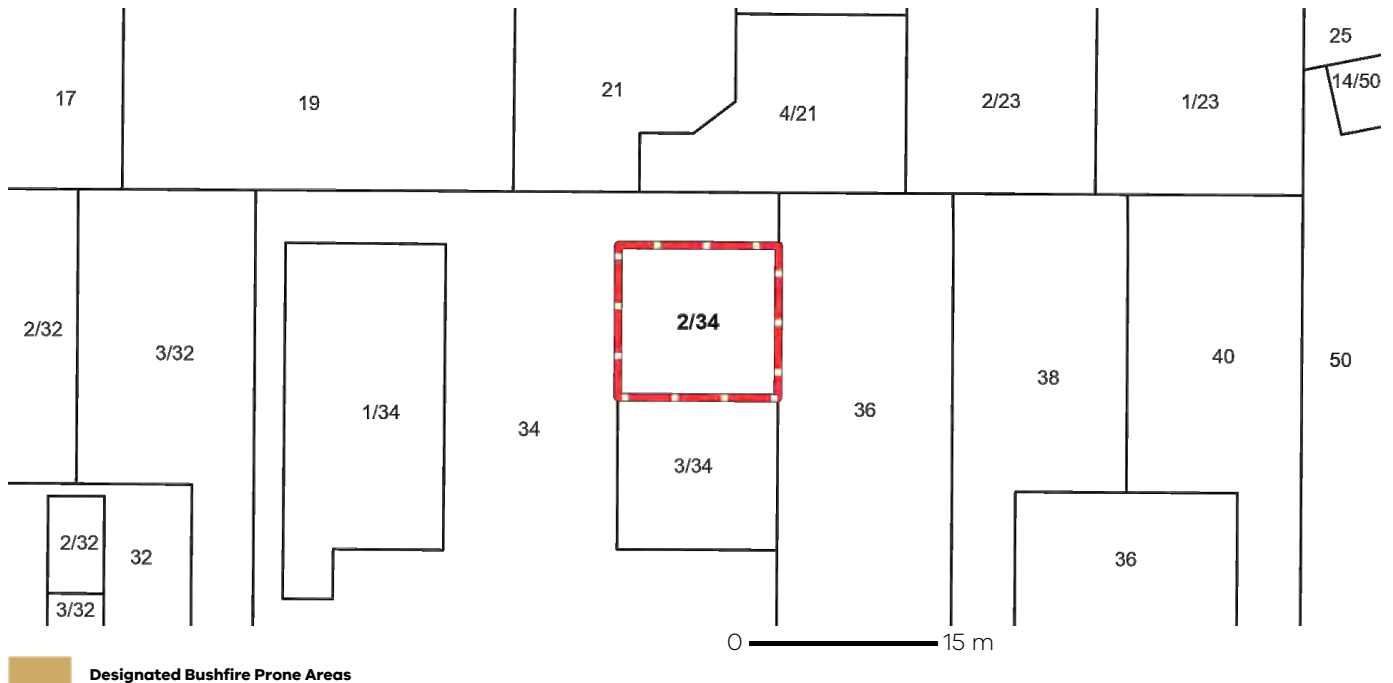
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

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

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

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



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

Designated BPA maps can be viewed on VicPlan at <https://mapshare.vic.gov.au/vicplan/> or at the relevant local council.

Create a BPA definition plan in [VicPlan](#) to measure the BPA.

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

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

Native Vegetation

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

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Information Management system <https://nvim.delwp.vic.gov.au/> and [Native vegetation \(environment.vic.gov.au\)](http://Native%20vegetation%20(environment.vic.gov.au)) or please contact your relevant council.

You can find out more about the natural values on your property through NatureKit [NatureKit \(environment.vic.gov.au\)](http://NatureKit%20(environment.vic.gov.au))

COMMERCIAL LEASE AGREEMENT

1/34 Guelph St, Somerville, Victoria 3912

THIS AGREEMENT (hereinafter "Agreement") is dated 24th May 2021.

BETWEEN THE LANDLORD(S) (hereinafter "Landlord"):

Aldo Cimino, Karen Cimino, Ottavio Cimino & Mandy Cimino

AND THE TENANT(S) (hereinafter "Tenant"):

Helix Solutions Group Pty Ltd (ACN 59610867206)

Of the following address:

32 Leah Gr, Carrum Downs, Victoria 3201

SCHEDULE

This Schedule is included for ease of reference only. If there is a conflict between this Schedule and another term of this Agreement, the latter shall prevail.

Landlord: Aldo Cimino, Karen Cimino, Ottavio Cimino & Mandy Cimino

Tenant: Helix Solutions Group Pty Ltd (ACN 59610867206)

Tenant's Address: 32 Leah Gr, Carrum Downs, Victoria 3201

Tenant's Email Address: info@helixsafety.com.au

Tenant's Phone: 0430290050

Property:

Rear Factory

At the following address:

1/34 Guelph St, Somerville, Victoria 3912

Commencement Date of Lease: 24th May 2021

End Date of Initial Term: 24th May 2021

Initial Term: 12 months

Option to Renew Term: 3 options to renew for a further 1 year

Rent Amount: \$750 Australian dollars per month.

Due Date for First Rent: 24th June 2021

Permitted Use: The tenant will use the space as a workshop for manufacturing components as well as charging lithium battery cells.

Insurance Minimum: \$1,000,000 Australian dollars

BACKGROUND

(A) The Landlord owns the Property.

(B) Subject to the terms of this Agreement, the Landlord wishes to rent the Property to the Tenant, and the Tenant wishes to rent the Property from the Landlord, on the terms of this Agreement.

OPERATIVE PROVISIONS

In consideration of the matters described above, and of the mutual benefits and obligations described in this Agreement, the receipt of which and the sufficiency of which are hereby acknowledged, the Landlord and the Tenant hereby agree as follows:

(1) DEFINITIONS

In this Agreement, the following definitions apply:

"*Agreement*" means this lease agreement

"*Agreement Date*" means 24th May 2021

"*Commencement Date*" means 24th May 2021

"*End Date of Initial Term*" means 24th May 2021

"*GST*" means Goods and Services Tax imposed on a supply of goods or services in Australia, pursuant to the *A New Tax System (Goods and Services Tax) Act 1999 (Commonwealth)* or any other applicable law

"*Initial Term*" means 12 months

"*Insurance Minimum*" means \$1,000,000 Australian dollars

"*Landlord*" means Aldo Cimino, Karen Cimino, Ottavio Cimino & Mandy Cimino

"*Lease*" means this lease agreement

"*Party*" means any party under this Agreement

"*Parties*" means all parties under this Agreement

"*Permitted Use*" means The tenant will use the space as a workshop for manufacturing components as well as charging lithium battery cells.

"*Property*" means:

Rear Factory

At the following address:

1/34 Guelph St, Somerville, Victoria 3912

"*Rent*" means:

\$750 Australian dollars per month.

Or in the event that the rent amount is increased in accordance with this Agreement, then such increased rent amount

"*Tenant*" means Helix Solutions Group Pty Ltd (ACN 59610867206)

"*Term*" means the Initial Term, and any renewals thereof.

"*Termination Date*" means the earlier of the date that this Agreement is terminated by the Landlord or the Tenant, or the date of expiry of this Agreement

(2) INTERPRETATION

In this Agreement, unless the context otherwise requires, the following rules of interpretation shall apply:

- (a) Words referring to one gender include every other gender.
- (b) Words referring to a singular number include the plural, and words referring to a plural include the singular.
- (c) Words referring to a person or persons includes companies, firms, corporations, organisations and vice versa.
- (d) Headings and titles are included in this Agreement for convenience only and shall not affect

the interpretation of this Agreement.

(e) Each Party must, at its own expense, take all reasonable steps and do all that is reasonably necessary to give full effect to this Agreement and the events contemplated by it.

(f) Any obligation on a Party not to do something includes an obligation not to allow that thing to be done.

(3) SCHEDULE INCLUDED FOR EASE OF REFERENCE

The Schedule that is attached to this Agreement is included for ease of reference only. If there is a conflict between the Schedule and another term of this Agreement, the latter shall prevail.

(4) AGREEMENT TO RENT

(a) The Landlord agrees to rent the Property to the Tenant on the terms of this Agreement.

(b) The Tenant agrees to rent the Property from the Landlord on the terms of this Agreement.

(5) PROPERTY USE

(a) The Tenant agrees that the Tenant will only use the Property for the Permitted Use.

(b) The Tenant must not, and must ensure that any employees, agents, subcontractors, representatives, affiliates or invitees of the Tenant do not cause or allow to be caused any noise or nuisance which disturbs the reasonable comfort or convenience of the Landlord, other tenants or anybody else.

(c) The Tenant hereby acknowledges and agrees that the Landlord makes no warranties or representations as to the suitability of the Property for the Permitted Use.

(d) The Tenant will obtain, at the Tenant's expense, any relevant consents or permits from any relevant authorities in order to use the Property for the Permitted Use.

(6) TENANT'S COMPLIANCE WITH LAWS AND POLICIES

The Tenant must comply with, and must ensure that all of the Tenant's employees, subcontractors, agents or invitees comply with:

(a) the terms of this Agreement, and

(b) any other rules or policies which the Landlord may from time to time reasonably implement in relation to the Property and communicate to the Tenant; and

(c) any applicable laws, regulations, by-laws, any policies orders or directions of any court,

government department or other relevant authority, and any policies, directions or requirements of any relevant insurer(s) which may affect or relate to the Property.

(7) POSSESSION OF PROPERTY

The Landlord hereby acknowledges and agrees that subject to the terms of this Agreement, and upon the Tenant's payment of Rent in accordance with this Agreement, the Tenant will be entitled to quiet enjoyment of the Property during the Term.

(8) LANDLORD'S ACCESS TO PROPERTY

(a) The Tenant hereby acknowledges and agrees that the Landlord (and/or an agent of the Landlord) is entitled to access the Property at any reasonable times upon providing 48 hours' notice to the Tenant in order to:

(I) conduct inspections; and

(II) conduct repairs on or to the Property; and

(III) show the Property to prospective purchasers, future tenants, lenders or other similar interested parties.

(b) The Tenant hereby acknowledges and agrees that the Landlord (and/or an agent of the Landlord) is entitled to access the Property at any time (with or without providing notice) in an emergency or in order to carry out urgent repairs.

(9) TERM

(a) The Term of this Agreement commences on the Commencement Date.

(b) The Term of this Agreement ends on the Termination Date.

(c) The Initial Term of this Agreement ends on 24th May 2021 however the Term may be renewed by the Tenant in accordance with the terms of this Agreement.

(10) HOLDING OVER

In the event that the Tenant continues to occupy or possess the Property after the Termination Date, such occupation or possession will continue on the terms of this Agreement except that it will be a month to month tenancy and may be terminated by either Party by giving one calendar month's notice to the other Party.

(11) RENT

(a) In consideration for the Landlord providing possession of the Property to the Tenant throughout the Term of this Lease, the Tenant will pay the Rent to the Landlord.

(b) Rent is payable in advance.

(c) The Tenant will make the first payment of rent on or before 24th June 2021 and will make subsequent payments of rent monthly thereafter.

(12) RENT INCREASE

During the Term, the rent amount may be increased in the following manner:

An increase inline with CPI will be made yearly upon the anniversary of commencement of the lease.

(13) PAYMENT OF RENT

The Tenant must pay Rent by direct deposit into the Landlord's nominated bank account.

(14) PROPERTY CONDITION AT COMMENCEMENT

The Landlord must ensure that the Property is in a reasonable condition and ready to be used for the Permitted Use at the Commencement Date.

(15) UTILITIES AND OUTGOINGS

(a) The Landlord will promptly pay land tax, council rates, water rates, and sewerage rates in relation to the Property.

(b) The Tenant will promptly pay any charges for electricity, internet, telephone, water usage, gas, rubbish collection or other charges related to or arising out of the Tenant's use of the Property.

(16) INSURANCE

(a) The Landlord will obtain appropriate insurance in relation to the Property, which may include but is not limited to insurance against damage or destruction by fire, explosions, storm and tempest, water damage, riots, malicious damage and other usual risks, for the full cost of rebuilding and reinstating the Property.

(b) The Tenant hereby acknowledges and agrees that the Landlord is not liable in any way for any harm, damage or loss to the Tenant's personal property.

(c) The Tenant hereby acknowledges and agrees that the Tenant's personal property is not insured by the Landlord.

(d) The Tenant hereby acknowledges and agrees that if the Tenant has any concerns about

harm, loss, or damage to any of the Tenant's personal property then the Tenant will have to organise the Tenant's own insurance for that personal property.

(e) The Tenant must not do anything or omit to do anything which may prejudice any insurance policy that benefits the Landlord or to cause such insurance policy to become void, voidable or otherwise invalid.

(f) The Tenant must not, without the prior written consent of the Landlord, do anything or omit to do anything which may cause an increase in the rate of any insurance premium payable by the Landlord in relation to the Property.

(g) In the event that the Tenant does (whether through act or omission) cause an increase in the rate of any insurance premium payable by the Landlord in relation to the Property, the Tenant must account to the Landlord for that insurance premium upon the Landlord's demand.

(h) The Tenant must obtain adequate insurance for any external glass and window frames, must ensure that the Landlord is recorded as an interested party on such insurance policy or policies and must, upon the Landlord's request, provide evidence to the Landlord's reasonable satisfaction of such insurance policy or policies.

(i) The Tenant must obtain adequate public liability insurance to insure against bodily injury, product liability (if applicable), property damage, contractual liability or any other relevant class of public liability and must, upon the Landlord's request, ensure that the Landlord is recorded as an interested party on such insurance policy or policies and provide evidence to the Landlord's reasonable satisfaction of such insurance policy or policies.

(j) The public liability insurance described under the preceding sub-clause hereof must provide insurance for the minimum amount of the Insurance Minimum.

(17) LOCKS

(a) The Landlord must provide locks (and any other relevant security devices) to ensure that the Property is adequately secure.

(b) The Tenant may not add, remove, or alter any lock (or other security device) without the express written consent of the Landlord or a court order.

(c) The Landlord must not add, remove, or alter any lock (or other security device) without the permission of the Tenant, or a court order.

(d) In the event that either party adds or alters any lock (or other security device), that party must ensure that the other party receives a copy of all relevant keys, opening devices, codes or other information that are required to open the lock or security device.

(18) SIGNAGE

The Tenant hereby acknowledges and agrees that within three calendar months of the Termination Date, the Landlord is permitted to erect on or at the Property, a reasonable sign or reasonable signs to advertise that the Property will be available for rent.

(19) TENANT'S CARE OF PROPERTY

The Tenant must take all reasonable steps to look after the Property, to keep the Property in the same condition as it is in at the Commencement Date (fair wear and tear permitted) and to keep the Property in a clean, neat and tidy condition. In particular, the Tenant must:

- (a) not keep any pets or other animals at the Property without the prior written consent of the Landlord; and
- (b) not make any alterations to the Property or additions to the Property without the prior written consent of the Landlord, which includes but is not limited to:
 - (I) putting nails, screws or picture hooks in any walls, frames or other parts of the Property, and
 - (II) painting, defacing or otherwise marking any parts of the Property, and
 - (III) installing any antennae, signs, electrical connections, telecommunications connections or other connections; and
- (c) ensure that rubbish, recycling, trade refuse or other waste matter is regularly removed from the Property, and prior to such removal is only allowed to be stored in such places and in such manners as are permitted by the Landlord; and
- (d) avoid putting anything down any toilet, sink or drain that may be likely to cause a blockage, obstruction or damage; and
- (e) not perform any other act or omission which could reasonably be expected to cause harm or damage to the Property; and
- (f) promptly notify the Landlord of any harm, loss or damage to the Property or any defect in the Property, whether or not caused by an act or omission of the Tenant.

(20) HAZARDOUS MATERIALS

The Tenant must not keep or have at the Property any article or thing of a dangerous, flammable, or explosive nature that might substantially and unreasonably increase the danger of fire or explosion on the Property, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of the Landlord is obtained and proof of adequate insurance protection is provided by the Tenant to the Landlord.

(21) INDEMNITY

(a) The Tenant hereby indemnifies and keeps indemnified the Landlord and any of the Landlord's employees, agents, subcontractors, representatives or affiliates (each hereinafter being referred to as an "Indemnified Party") against any and all loss, damage, claim, demand or liability whatsoever (whether criminal or civil) and any and all legal and other fees and costs incurred by the Landlord, including but not limited to:

- (I) damage to any or all of the Property; and
- (II) loss of any or all of the Property; and
- (III) a claim by any person for loss or damage to personal property; and
- (IV) a claim by any person for personal injury or death;

and whether resulting from:

- (I) the Tenant's use of the Property; or
- (II) anything provided under this Agreement; or
- (III) any transaction, contract, event or matter arising from or connected with the Tenant's use of the Property; or
- (IV) the relationship between the Landlord and the Tenant.

(b) The Tenant shall not be liable under the indemnity given under this clause where a court of competent jurisdiction, giving a final judgment, holds that any loss, damage or liability is the result of the gross negligence, wilful misconduct or bad faith of an Indemnified Party.

(c) This clause will survive the termination or expiration of this Agreement.

(22) TERMINATION

(a) Either Party may terminate this Agreement by providing one month's notice to the other Party, upon the expiry of the Term.

(b) In the event that the Tenant has continued to occupy or possess the Property after the Termination Date, either Party may terminate this Agreement by providing one month's notice to the other Party.

(c) The Landlord may re-enter the Property, (at which point the tenancy created by this Agreement shall cease absolutely), in the following circumstances:

(I) if the Tenant has failed to pay Rent for the following time period (regardless of whether or not the Landlord has made a formal demand for payment): 60 days

(II) if the Tenant has failed to fulfil any of the Tenant's obligations under this Agreement, and does not rectify such failure within 14 days of being notified by the Landlord in writing of such failure.

(III) if a petition in bankruptcy or other insolvency proceeding is filed against the Tenant and is not dismissed within thirty days of filing;

(IV) if the Tenant makes any assignment for the benefit of any creditor(s);

(V) if any proceeding is commenced by or against the Tenant for the dissolution or liquidation of the Tenant or for the appointment of a trustee, receiver or liquidator of the Tenant or of any property belonging to the Tenant for the benefit of any creditor(s):

(VI) if the Tenant vacates or abandons the Property.

(23) EVENTS AFTER TERMINATION

(a) Upon termination or expiry of this Agreement, the Tenant must, at the Tenant's cost and as required by the Landlord, remove any of the Tenant's personal property, fixtures, signs and any other items which have been added to or placed at the Property by the Tenant and must make good, to the Landlord's reasonable satisfaction, any damage or defacement to the Property that such removal causes.

(b) Upon termination or expiry of this Agreement, the Tenant must at the Tenant's cost, provide the Landlord with vacant possession of the Property and must hand over any keys and/or any other security items in relation to the Property.

(c) Upon termination or expiry of this Agreement, the Landlord may use such reasonable force as is necessary in order to access the Property, retake possession of the Property, and remove the Tenant and any of the Tenant's employees, agents, representatives, invitees, affiliates or personal property from the Property. The Tenant and all of the Tenant's employees, agents, representatives, invitees and affiliates hereby release the Landlord from any claims, demands or liabilities whatsoever in relation to any action which the Landlord takes in accordance with this clause.

(d) Upon termination or expiry of this Agreement, the Tenant must, at the Tenant's cost, ensure that the Property is in the same condition as it was in at the Commencement Date (fair wear and tear permitted).

(e) In the event that the Tenant continues to use or occupy the Property after the termination of this Agreement, the Landlord will be entitled to recover from the Tenant an amount equal to the rent that would have been payable for that period under this Agreement had the Agreement continued through that period, in addition to any other claim which the Landlord may make against the Tenant.

(f) In the event that the Landlord (or an agent of the Landlord) serves a notice to terminate this Agreement or to demand immediate possession of the Property, the demand or acceptance by the Landlord (or an agent of the Landlord) of any rent or any other money from or on behalf of the Tenant, will not create a new lease in relation to the Property and will not affect the validity of any notice.

(g) This clause will survive the termination or expiration of this Agreement.

(24) ABANDONED GOODS

In the event that the Tenant abandons the Property and leaves personal property, fixtures, signs or any other items (cumulatively, "Abandoned Goods") at the Property:

(a) the Landlord may consider such Abandoned Goods to be abandoned; and

(b) the Landlord may dispose of the Abandoned Goods or may sell the Abandoned Goods without having any liability to the Tenant for doing so; and

(c) in the event that the Landlord sells any or all of the Abandoned Goods, the Landlord will not have to account to the Tenant for the proceeds of any sale.

(25) COSTS OF PREPARATION OF AGREEMENT

The Tenant is responsible for the Tenant's own costs in relation to the preparation of this Agreement, together with the Landlord's costs of preparation of this Agreement and the Landlord's costs arising out of any amendments to this Agreement that the Tenant requests.

(26) CURRENCY

Any amounts of money described in this Agreement are in Australian dollars unless specifically stated otherwise.

(27) GOODS AND SERVICES TAX

Any amounts of money described in this Agreement are inclusive of GST unless specifically stated otherwise.

(28) FORCE MAJEURE

(a) In the event that circumstances arise which:

(I) are outside of the reasonable control of either Party; and

(II) mean that the Property cannot reasonably be used for the Permitted Use; and

(III) cannot reasonably be rectified within a reasonable timeframe;

then either Party may terminate this Agreement by providing seven days' notice to the other Party.

(29) NOTICES

(a) Any notice, demand, request or other correspondence in relation to this Agreement, which is required or permitted to be given in writing will be deemed validly given to the Landlord if delivered by facsimile to a facsimile number nominated by the Landlord, or delivered personally or by pre-paid post to the following address:

48 Chesterfield Rd, Somerville, Victoria 3912

(b) Any notice, demand, request or other correspondence in relation to this Agreement, which is required or permitted to be given in writing will be deemed validly given to the Tenant if delivered by facsimile to a facsimile number nominated by the Tenant, or delivered personally or by pre-paid post to the following address:

32 Leah Gr, Carrum Downs, Victoria 3201

(c) Any Party ("the Nominating Party") may nominate another address ("the New Address") by notifying the other Party in writing of the New Address. Any notice, demand, request or other correspondence in relation to this Agreement, which is required or permitted to be given in writing will, after nomination of the New Address, be deemed validly given if delivered to the Nominating Party at the New Address.

(d) Any notice delivered by pre-paid post in accordance with this clause will be deemed to have been served on the second business day after posting.

(30) WAIVER

(a) The waiver by either Party of any right or remedy in relation to a breach, default, delay or omission by the other Party of any provision or provisions of this Agreement will not be construed as a waiver of any subsequent breach of the same or other provisions of this Agreement.

(b) The failure or delay by either Party in exercising any right or remedy under this Agreement will not constitute a waiver of that right or remedy, nor will it prevent or impair that Party from subsequently exercising that right or remedy.

(c) Any rights or remedies provided in this Agreement are cumulative and are in addition to any rights or remedies provided by law.

(31) ASSIGNMENT

(a) The Tenant must not, whether voluntarily or by operation of law, assign, sub-let, delegate, or otherwise part with possession of the Property or any part thereof without the prior written consent of the Landlord.

(b) The Landlord may not unreasonably withhold any consent requested under the preceding sub-clause hereof.

(32) OPTIONS TO RENEW

- (a) The Tenant will have 3 options to renew this Agreement, each for a further term of: 1 year
- (b) Regarding each option to renew, provided that the Tenant has duly and punctually met the Tenant's obligations under this Agreement, including the punctual payment of Rent and any other payments required under this Agreement, then no more than six months and no less than three months prior to the expiration of the immediately preceding term, the Tenant may renew this Agreement by giving written notice to the Landlord (or an agent of the Landlord).
- (c) After the Tenant has exercised 3 options to renew this Agreement, the Tenant will not be entitled to further renew this Agreement under the preceding sub-clause hereof.
- (d) In the event that the Tenant validly exercises a renewal under this clause, then the Landlord will (at the Tenant's cost) grant to the Tenant a renewal of this Agreement for a further term of: 1 year
- (e) Rent for each renewed term of this Agreement shall be at a current market rate as at the date of commencement of the renewed term, provided that the rate of rent for the renewed term is not less than the rate of rent for the term immediately preceding the renewed term.
- (f) In the event that the Parties cannot reach agreement about a current market rate of rent for a renewed term, then either Party may request the President of the Law Society in the relevant state or territory to appoint a valuer to determine the market rate of rent, and such valuer's determination as to the market rate of rent shall be final and binding. The costs of any such valuation will be borne equally between the Landlord and the Tenant.

(33) ENTIRE AGREEMENT

- (a) The Parties agree that in relation to the subject matter of this Agreement, this Agreement represents the entire agreement between the Parties. The Parties confirm that no warranties, representations, conditions or collateral agreements affect this Agreement or the subject matter of this Agreement except as otherwise provided in writing or as expressly provided in this Agreement.
- (b) For the sake of clarity, the Parties agree that any subsequent written agreements entered between the Parties, may apply in addition to this Agreement.

(34) AMENDMENTS

Any amendments or modifications to this Agreement, and any additional obligations imposed on either Party in relation to this Agreement will not be binding on either Party unless in writing and signed by each Party (either personally or by an authorised representative).

(35) APPLICABLE LAW

This Agreement is subject to the laws of Victoria and each Party submits to the jurisdiction of the courts of Victoria.

(36) SURVIVAL OF OBLIGATIONS

At the termination or expiration of this Agreement, any provisions of this Agreement which would by their nature be expected to survive termination or expiration shall remain in full force and effect, including but not limited to any provisions which explicitly state that they will survive termination or expiration.

(37) HEADINGS

Headings are for convenience only and do not affect the interpretation of this Agreement. A reference to any part or clause is a reference to a part or clause in this Agreement.

(38) COUNTERPARTS

This Agreement may be signed by the Parties in any number of counterparts, each of which when executed and delivered shall be taken to be a duplicate original and all counterparts together shall be taken as constituting a single original document.

EXECUTED AS AN AGREEMENT THIS 24th May 2021

Executed for and on behalf of Aldo Cimino, Karen Cimino, Ottavio Cimino & Mandy Cimino by:

Ottavio Cimino

In the presence of:

Witness Signature

Witness Name

Witness Occupation

Witness Address

Executed by Helix Solutions Group Pty Ltd in accordance with s127 of the *Corporations Act 2001* (Cth) by:

Signature of sole director/company secretary

Name of sole director/company secretary

COPY

Dean
factory

ALDO CIMINO, KAREN CIMINO, OTTAVIO CIMINO, and MANDY CIMINO,
("Landlord")

DEAN WALTERS
("Tenant")

2/34 GUELPH ROAD, SOMERVILLE
("Property")

LEASE

FRANK GIUMMARRA B.Ec. LL.B.
SOLICITOR

4 MONTROSE WAY, CRANBOURNE 3977
P.O. Box 995, Cranbourne 3977
Telephone: (03) 5996 6789
Facsimile: (03) 5996 6794
Ref.: 12351

THIS LEASE is made on the

day of

2012

BETWEEN the Landlord named in the Schedule ("the Landlord")

AND the Tenant named in the Schedule ("the Tenant")

WHEREAS:

- A) The Landlord is registered as the proprietor of an estate in fee simple of the premises.
- B) The Landlord has agreed to grant to the Tenant the premises for the Term and at the rent and on the conditions set out in this Lease.

NOW THIS Lease WITNESSES and the parties covenant and agree as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 In this Lease, where the context permits, the following expressions shall have the meanings set out below:

"Item"	an item in the Schedule to this Lease
"Landlord"	the person named in Item 1, including that person's executors, administrators and assigns, or in the case of a corporation its successors and assigns
"Tenant"	the person named in Item 2, including that person's executors and administrators
"Guarantor"	the person named in Item 3, including that person's executors and administrators
"Premises"	the property described in Item 4
"Landlord's Fixtures and Fittings"	the fixtures and fittings owned by the Landlord and referred to in Item 5

2.1.6 comply with the Landlord's operational requirements of any services to the premises provided by the Landlord.

2.1.7 within seven (7) days of request to do so, provide a policy of insurance effected by the tenant against the following risks, or, if the landlord elects at his sole discretion to take out the insurance, reimburse all premiums for insurances effected by the Landlord against the following risks:

2.1.7.1 damage to and destruction of the premises to their full replacement value caused by the risks specified in Item 11

2.1.7.2 removal of debris

2.1.7.3 breakdown of plant and equipment of the Landlord installed in the premises

2.1.7.4 breakage of plate glass

2.1.7.5 public risk for the amount stated in Item 12

2.1.7.6 loss of rent and outgoings for the period specified in Item 13 (to the extent allowed by the Act if the Act applies to this Lease).

2.1.8 pay when due all costs for the removal of sewerage and waste.

2.1.9 where any of the outgoings listed in Item 10 are for a period which does not coincide with the beginning and end of the Term, pay the appropriate proportion of such outgoings.

2.1.10 pay on demand to the Landlord interest at the rate per annum specified in Item 14 on any rental or other moneys payable by the Tenant to the Landlord under this Lease and remaining unpaid (whether demanded or not) for twenty four hours. Such interest shall be computed from the date on which such payment became due and shall accrue on a daily basis until paid.

~~2.1.11 pay on demand (so far as the Act allows) the Landlord's reasonable expenses of:~~

~~2.1.11.1 compliance with the Landlord's disclosure obligations under the Act~~

~~2.1.11.2 the negotiation, preparation, settling execution and stamping of this Lease~~

- the permitted use of the premises.
- 2.2.9 create any fire hazard on the premises.
- 2.2.10 display or affix any signs, placards, advertisements and notices on any part of the exterior of the premises without the Landlords prior written consent.
- 2.2.11 make any alterations or additions to the premises or to the Landlord's fittings without the Landlord's prior written consent (which consent shall be at the Landlord's discretion) and such alterations or additions shall be carried out in accordance with plans and specifications approved by the Landlord.
- 2.2.12 install any fixtures or fittings without the Landlord's consent unless those fixtures and fittings are reasonably required for the permitted use.
- 2.2.13 bring onto the premises any heavy article machinery or equipment which by its weight or nature might cause damage to the premises without the prior consent of the Landlord.
- 2.2.14 except in an emergency interfere with any of the services or equipment in the premises.

3 REPAIRS AND MAINTENANCE

- 3.1 The Tenant shall at his own expense,
 - 3.1.1 keep the premises, fixtures and fittings clean and in good repair, and in the same condition as at the Commencement of the Term, fair wear and tear excepted.
 - 3.1.2 The Tenant shall at his own expense, comply with and observe all notices orders or directions given by any statutory or public authority affecting the premises, except those notices which require structural repairs or alterations to the premises unless the repairs and alterations are of a type listed in Clause 3.3.2.
- 3.2 Without limiting the Tenant's obligations under clause 3.1, the Tenant shall:
 - 3.2.1 maintain all painted or other finished surfaces in as good condition as at the start of the Lease and repair or refinish them in a workmanlike manner with as good quality materials to the Landlords reasonable satisfaction when reasonably required by the Landlord.
 - 3.2.2 keep waste in proper containers and have it removed regularly and

- 3.2.10 only use persons approved by the Landlord to repair and maintain the premises.
 - 3.2.11 take all precautions required by law against fire, except those precautions requiring structural alterations or installation of equipment unless they are required by the nature of the Tenant's use of the premises.
 - 3.2.12 comply with all reasonable directions of the Landlord or the insurer of the premises as to the prevention, detection and limitation of fire.
 - 3.2.13 on vacating the premises, remove all signs and make good any damage caused by the removal.
 - 3.2.14 take reasonable precautions to secure the premises and their contents from theft, keep all entrances and exits locked when the premises are not in use, and comply with the Landlord's directions for the use and return of keys and keycards.
 - 3.2.15 permit the Landlord or its agents access to the premises at reasonable times by prior appointment to show the premises:
 - 3.2.15.1 to prospective purchasers at any time during the Term
 - 3.2.15.2 to prospective Tenants within 3 months before the expiry of the Term
 and to affix "for sale" or "to let" signs to the premises in a way that does not unduly interfere with the permitted use.
 - 3.2.16 refund on demand all increases in insurance premiums paid by the Landlord as a result of the Tenant's use of the premises.
 - 3.2.17 carry on its business efficiently and keep the premises open during normal business hours.
 - 3.2.18 maintain the grounds and gardens of the premises in neat and tidy condition.
- 3.3 The Tenant is not obliged:
- 3.3.1 to repair damage against which the Landlord must insure unless the Landlord loses the benefit of the insurance because of acts or omissions by the Tenant or the Tenant's employees, agents, contractors, customers or visitors.
 - 3.3.2 to carry out structural repairs or make payments of a capital nature

- 4.4 If the Landlord consents to the assignment or sublease, the Landlord, Tenant and the new Tenant or subTenant and the guarantor must execute the documents submitted under sub clause 4.3.2. The new Tenant or subTenant and the directors of them if they are corporations, must execute a deed binding each of them to carry out the obligations of the Tenant under this Lease and a guarantee and indemnity in the form of clause 15.
- 4.5 The Tenant must pay to the Landlord
- 4.5.1 all costs charges and expenses reasonably incurred by the Landlord in connection with the application for consent to the assignment or sublease (whether consent was given or not), and
- 4.5.2 all stamp duty payable on the assignment of Lease or sublease documents.
- 4.6 The Tenant must not give up possession or share occupancy of the premises or grant a licence to anyone without the Landlord's written consent which may be given or withheld in the Landlord's discretion.
- 4.7 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 the Lease ends.

5 GENERAL AGREEMENTS BETWEEN LANDLORD AND TENANT

- 5.1 When the Term ends, the Tenant must -
- 5.1.1 return possession of the premises to the Landlord in the same condition as at the commencement of the Lease, fair wear and tear accepted, and
- 5.1.2 remove all the Tenants property from the premises and make good any damage caused in removing it. If the Tenant leaves any of its property on the premises after the end of the Lease that property will be considered abandoned and will become the absolute property of the Landlord.
- 5.2 The Tenant indemnifies the Landlord against any claim resulting from any act or omission by the Tenant or its employees, agents, contractors or visitors while using the premises.
- 5.3 The Tenant -
- 5.3.1 uses and occupies the premises at its own risk and

- 7.1.4.3 is placed under official management, or
- 7.1.4.4 has a receiver, including a provisional receiver, or receiver and manager of any of its assets, or an administrator appointed, or
- 7.1.4.5 has an inspector appointed under the Australian Securities and Investments Commission Act, or
- 7.1.4.6 without the Landlord's written consent, there is a different person in effective control of the Tenant as a result of changes in -
 - 7.1.4.6.1 membership of the company or its holding company
 - 7.1.4.6.2 beneficial ownership in the shares of the company or its holding company, or
 - 7.1.4.6.3 beneficial ownership of the business or assets of the company,

unless the Tenant is a public company listed on an Australian stock exchange, or a subsidiary of one, or
- 7.1.5 a warrant issued by a court to satisfy a judgement is not satisfied within 30 days of being issued, or
- 7.1.6 the Tenant, without the Landlord's written consent, discontinues its business on the premises, or leaves the premises unoccupied for seven days.
- 7.2 Re-entry by the Landlord ends this Lease, but the Landlord retains the right to sue the Tenant for unpaid money or for damages for breaches of its obligations under this Lease.
- 7.3 For the purpose of section 146(1) of the Property Law Act 1958 14 days is fixed as the period within which the Tenant must remedy a breach capable of remedy and make reasonable compensation in money.
- 7.4 Breach by the Tenant of any of the following clauses of this Lease is breach of an essential Term: 2.1.1, 2.1.2, 2.1.7, 2.1.11, 2.2.1, 2.2.2, 3.1, 3.2.6, 3.2.8, 3.2.9, 3.2.12, 3.2.16 and 4.1.
- 7.5 Even though the Landlord does not exercise its rights under this Lease on one occasion, it may do so on any later occasion.

- 9.2 This Lease, together with the disclosure statement given to the Tenant (if any), contains the whole agreement between the parties. Neither party is entitled to rely on any warranty, representation, arrangement or promise whether express or implied 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 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 months written notice to the other at any time;
 - 10.1.3 the monthly rental starts
 - 10.1.3.1 at one twelfth of the annual rental which the Tenant was paying immediately before the Term ended, or
 - 10.1.3.2 at a different rent agreed between the parties; and
 - 10.1.4 the Landlord may increase the monthly rent by giving the Tenant one months 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:
 - 10.2.1.1 accept the keys;
 - 10.2.1.2 enter the premises to inspect, maintain or repair them, or
 - 10.2.1.3 show the premises to prospective Tenants or purchasers, without this being re-entry or 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:
 - 10.2.2.1 accepts a surrender of the Lease, or

14 NOTICES

- 14.1 A notice given under this Lease may be given by post, facsimile or by personal delivery to the party's last known address, registered office or at the premises if addressed to the Tenant.
- 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 5.00 p.m. will be taken to have been received at 9.00 a.m. on the next business day at the place where it is received.

15 GOODS AND SERVICES TAX

15.1 Definitions

For the purposes of this clause 15:

“GST” means GST within the meaning of the GST Act.

“GST Act” means the A New Tax System (Goods & Services Tax) Act 1999 (as amended)

Expressions set out in italics in this clause bear the same meaning as those expressions in the GST Act.

15.2 Amounts otherwise payable do not include GST

Except where express provision is made to the contrary, and subject to this clause 15, the *consideration* payable by any party under this lease represents the value of any *taxable supply* for which payment is to be made.

15.3 Liability to pay any GST

Subject to clause 15.5, if a party makes a taxable supply in connection with this lease for a *consideration*, which, under clause 15.2 or clause 15.4, represents its *value*, then the party liable to pay for the *taxable supply* must also pay, at the same time and in such manner as the *value* is otherwise payable, the amount of any GST payable in respect on the *taxable supply*.

15.4 Reimbursements

If this lease requires the lessee to pay, reimburse or contribute to an amount paid or payable by the lessor in respect of an acquisition from a third party for which the lessor is entitled to claim an input tax credit, the amount required to be paid, reimbursed or contributed by the lessee will be the *value* of the *acquisition* by the lessor plus, if the lessor's recovery from the lessee is a *taxable supply*, any GST payable under clause 15.3

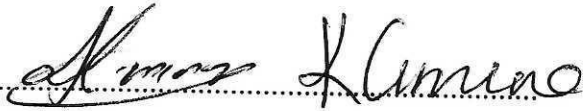
- 16.3.4 the guarantor must pay the Landlord all money which the Landlord refunds to the Tenant's liquidator or trustee in bankruptcy as preferential payments received from the Tenant.
- 16.4 If any of the Tenants obligations are unenforceable against the Tenant, then this clause is to operate as a separate 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.
- 16.5 If there is more than one guarantor, this guarantee binds them jointly and each of them individually.

17. ADDITIONAL MATTERS

The tenant acknowledges that the ceiling of the premises contains asbestos which is safe in its present form. The tenant will not undertake any works involving the ceiling without the prior written consent of the landlord and all such works shall be undertaken in accordance with the relevant statutory regulations regulating the removal of asbestos at the expense of the tenant.

IN WITNESS WHEREOF the parties have executed this Lease on the day and year first appearing.

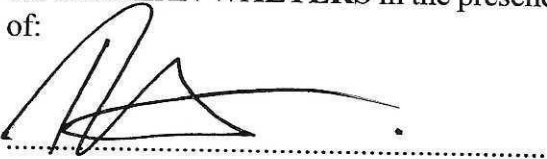
SIGNED SEALED AND DELIVERED by)
the said **ALDO CIMINO & KAREN**)
CIMINO in the presence of:)


.....

SIGNED SEALED AND DELIVERED by)
the said **OTTAVIO CIMINO & MANDY**)
CIMINO in the presence of:)


.....

SIGNED SEALED AND DELIVERED by)
the said **DEAN WALTERS** in the presence)
of:)


.....

SCHEDULE

Item 1

**Landlord
(Clause 1)**

ALDO CIMINO & KAREN CIMINO both of 10 Lakeview Lane, Safety Beach and OTTACIO CIMINO & MANDY CIMINO both of 43 Chesterville Road, Somerville

Item 2

**Tenant
(Clause 1)**

DEAN WALTERS t/a Extreme Cabinets
of

Item 3

**Guarantor
(Clause 1)**

Nil

Item 4

**Premises
(Clause 1)**

2/34 GUELPH ROAD, SOMERVILLE, being the area coloured red on the attached plan and being part of Lot 1 on Plan of Subdivision SP36847J

Item 5

**Landlord's Fixtures and Fittings
(Clause 1)**

Nil

Item 6

**Rent
(Clause 1)**

239.40 inc Q.C
~~\$260.00 per week plus GST~~

Item 7

**Tenant's Fixtures and Fittings
(Clause 1)**

Nil

Item 8

**Term of the Lease
(Clause 1)**

Two (2) Years commencing on 1 August 2012

Item 9

**How rent is to be paid
(Clause 2.1.1)**

Monthly in advance to the landlord or as the landlord directs from time to time

Item 10

**Outgoings which the tenant must pay or reimburse
(Clause 2.1.1)**

50% of all rates charges and taxes levied on the total premises of which the demised premises form part including municipal rates, water and sewerage rates, water by measure charges, and GST and 100% of all charges levied solely on the demised premises

Item 11

**Risks which the insurance policies must cover
(Clause 2.1.7)**

Fire
Flood
Lightning
Storm and Tempest
Explosion
Riots and civil commotion
Strikes
Malicious damage
Earthquake
Impact by vehicles
Impact by aircraft and articles dropping from them, and
Internal flood water

Item 12

**Amount of public risk insurance
(Clause 2.1.7)**

\$10,000,000

Item 13

**Period of loss of rent and outgoings insurance
(Clause 2.1.7)**

Nil

Item 14

**Interest Rate on overdue money
(Clause 2.1.10)**

Sixteen (16) percent per annum

Item 15

**Permitted use
(Clause 2.2.1)**

Cabinet Maker

Item 16

**Rent review dates
(Clause 11 & Appendix 1)**

On each anniversary of the commencement date in accordance with Appendix 1

On the commencement of each further term in accordance with Appendix 2

Item 17

**Further terms
(Clause 11)**

Two (2) further terms of two (2) years

Item 18

**Latest date for exercising option
(Clause 11)**

1 April 2014

Item 19

**Security deposit
(Clause 12)**

A sum equal to one months rent from time to time

APPENDIX 1

RENT REVIEW - CONSUMER PRICE INDEX

1. In this clause,

“Consumer Price Index” means the index published by the Australian Statistician under the heading “All Groups” Melbourne.

“Rent adjustment date” means the first day of a year specified in item 6 as a year whose rent will be fixed by reference to the Consumer Price Index

“Review Date” means a date specified in item 16

2. An adjustment of rent by reference to the Consumer Price Index is made 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 figure for the quarter preceding the relevant rent adjustment date
CPIA means the Consumer Price Index figure for the quarter preceding the most recent previous rent adjustment date or review date or, where there is no previous rent adjustment date or review date, the quarter preceding the start of the term.

3. If CPIB is not published until the after the rent adjustment date, the adjustment is made when it is published but the adjustment takes effect from the relevant rent adjustment 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 pay the excess, as the case may be.
4. 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.
5. 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 senior office-bearer of the Australian Property Institute - Victorian Division (acting as an expert and not as an arbitrator) decides is appropriate in the circumstances. This decision is binding.
6. Unless the Act applies, the adjustment is not made if it would result in a decrease in the rent payable.

APPENDIX 2

RENT REVIEW - MARKET

The rent shall be reviewed during the Term on each Rent Review Date (if any) listed in Item 16.1 as follows:

1. The Landlord may (or shall if the Act applies and requires a mandatory review) initiate a review by giving the Tenant a written notice stating the market rent which it proposes for the next period. If the Tenant does not object in writing to the proposed market rent within 14 days, it becomes the rent for the review period.
2. If the Tenant objects to the proposed market rent within 14 days and the parties do not agree on the market rent within 14 days after the objection is served the rent must be determined by a valuer registered under the Valuation of Land Act 1960 chosen by the parties, or if they do not agree on the name of a valuer within 7 days after the objection is served, by a valuer appointed by the president of the Australian Property Institute - Victorian Division.
3. In determining the current market rent for the premises the valuer must:
 - 3.1 consider any written submission made by the parties within 21 days of the valuers appointment
 - 3.2 determine the market rental as an expert
 - 3.3 and, unless the Act applies:
 - 3.3.1 assume that the premises are available to be leased on the same conditions as those contained in this lease including any options for renewal, but with a Tenant in possession
 - 3.3.2 take into account the conditions of this lease including the permitted use
 - 3.3.3 assume that the Tenant has met all its obligations under this lease
 - 3.3.4 ignore the Tenants fixtures and fittings and all improvements made by the Tenant to the premises without obligation to do so
 - 3.3.5 ignore the goodwill of the Tenants business and
 - 3.3.6 take into account current market rents for comparable premises in the locality.
4. Unless the Act applies to this lease, the valuer must determine a market rent at lease equal to the current rent before the review.
5. The valuer must make the determination of the 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 21 days allowed for submissions by the parties.

6. If no determination has been made within 42 days of the valuers appointment or the valuer resigns, dies, or becomes unable to complete the valuation, then the parties may immediately appoint a replacement valuer in accordance with this clause 11.1.3.
7. The valuer's determination is final and binding on both parties.
8. The Landlord and Tenant must bear equally the valuer's fee for making the determination. If either pays more than half the fee, the difference may be recovered from the other.
9. Until the determination is made by the valuer, the Tenant must continue to pay the same rent as before the review. The parties must make any necessary adjustments for rent paid within 7 days of being informed of the valuer's determination.
10. A delay by the Landlord in making a rent review does not prevent the Landlord from reviewing the rent at any time before the end of the Term.