

MELBOURNE WHOLESALE  
FRUIT, VEGETABLE AND  
FLOWER MARKET

# TENANT WAREHOUSING INFORMATION PACK 2014

(Part A, < 900 sqm)



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TENANT  
WAREHOUSING  
INFORMATION  
PACK 2014  
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# PART A WAREHOUSING TENANT INFORMATION PACK INTRODUCTION

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Depending on a tenant's requirements for warehousing space there are two options to consider.

Part A Warehousing provides warehousing space less than 900 square metres and tenants committing to these spaces will be required to sign leases with the Melbourne Market Authority (MMA).

Part B Warehousing provides warehousing space greater than 1,000 square metres and tenants committing to these spaces will be required to sign leases with Hansen Yuncken.

Two Tenant Warehousing Information Packs have been prepared to assist the warehousing Eligible Tenants, the Stand Licence Holders and other prospective tenants understand the process and timing associated with the State procured Part A Warehousing and Hansen Yuncken Part B Warehousing.

Part A Warehousing will run in parallel with Part B Warehousing, as both options are being built by Hansen Yuncken. This will enable the Eligible Tenants to consider both options before making the necessary binding commitment required to secure either Part A Warehousing or Part B Warehousing.

**This information pack is for Part A Warehousing only.**

## Eligible Tenants and Stand Holders

In late 2012, the State sought expressions of interest for warehousing (2012 Warehousing EOI) from all businesses with a lease or licence at the West Melbourne Market. Those businesses that responded to the 2012 Warehousing EOI and indicated they may require warehousing are the Eligible Tenants. The Eligible Tenants have a first right for Part A Warehousing.

As part of the stand allocation process for Epping, those stand holders that are a First Right licence holder with a stand(s) as at 31 January 2012 and still hold the stand(s) under a First Right licence at 1 December 2013 (according to the records of the MMA) and receive less stand area than occupied at 1 December 2013 have the option to register interest in taking up Part A Warehousing commensurate with their reduction in stand area allocated at the Epping Market. The Stand Licence Holders who are Eligible Tenants (e.g. responded to the 2012 Warehousing EOI), do not need to respond and register their interest.

The arrangement of the Part A Warehousing space allocation will attempt to efficiently locate the various businesses and their uses, including:

- > Placement of tenants with similar uses for efficient building design (e.g. co-location of insulated tenancies).
- > Location of special or support services (e.g. forklift servicing, packaging materials).
- > Efficient placement of different size spaces (e.g. 100m<sup>2</sup>, 200m<sup>2</sup>, 300m<sup>2</sup>, 600m<sup>2</sup> and 900m<sup>2</sup>) to maximise the available tenant spaces within the building footprint.

## Key Dates

The confirmation of Part A Warehousing for Eligible Tenants and Stand Holders must be completed by **Mid-March 2014**. To achieve this milestone, the State/MMA will undertake a ballot for the various groups of prospective tenants (as outlined in *Spatial Mapping, Allocation & Ballot Process* below) where the tenants will be required to execute commitment deeds confirming their warehousing space with a financial commitment.

The date for Part A Warehousing completion is planned for early December 2014 and may be completed earlier, depending on the number of buildings constructed.

The *Allocation Process and Key Dates* outlines the process for allocation of tenant spaces and the dates (page 9).

## Location and Layout

The *Site Plan* (pages 10-11) shows the location of the Part A Warehousing and the *Buildings Plan* (pages 12-17) shows the configuration for either 1, 2 or 3 buildings, subject to tenant demand.

The *Building Elevation* plans (pages 18-21) show the arrangement of the building to the tenant spaces and common hard standing area.

The *Indicative Layout Plan* (pages 22-23) shows how the various notional spaces of 100m<sup>2</sup>, 200m<sup>2</sup>, 300m<sup>2</sup>, 600m<sup>2</sup>, 900m<sup>2</sup> may be arranged, which will be subject to actual Eligible Tenant and Stand Holder demand for spaces and the following completion *Spatial Mapping, Allocation & Ballot Process* as described below.

The *Material Finishes Schedule, Services Schedule* (pages 26-29) and *Building Load Limits* (page 30), provides further information for the tenants around the base design, services and materials to be incorporated into the Part A Warehousing.

## Clarifying interest in the Part A Warehousing – Eligible Tenants

The State/MMA will discuss the Part A Warehousing options with the Eligible Tenants to clarify their intended requirements, especially in relation to:

- > Size of warehousing space
- > Insulated or non-insulated options (and associated costs)
- > Time frames for Warehousing Building works (commencement and completion)
- > What is included in the rents (use of common area facilities, staging area, common area cleaning, etc)
- > What is not included in the rents (Tenant fitout, refrigeration and cool rooms, out goings, etc)

The *Tenant Clarification Sheet* will be used to confirm the requirements of each tenant.

## Spatial Mapping, Allocation and Ballot Process

Once the State/MMA has obtained more clarity around the spatial interest by the Eligible Tenants, a mapping exercise will be undertaken to locate tenants with similar requirements close together and ensure that the various sizes of the tenant spaces can be efficiently incorporated into the Part A Warehousing building(s).

For example, the State/MMA may locate together those tenants requiring insulated inter-tenancy walls, so that adjoining tenant spaces share a single insulated wall. It is also likely that these spaces will be located towards the front of the building(s) to reduce the distance for power and services, which are brought into the building from the front.

It is anticipated that once the State/MMA has clarified the tenants requirements for space, fitout requirements and uses the following mapping exercise will be undertaken:

- > The number of various tenant spaces will be established (e.g. 100m<sup>2</sup>, 200m<sup>2</sup>, 300m<sup>2</sup>, 600m<sup>2</sup>, 900m<sup>2</sup>).
- > The tenants with similar fitout, uses will be grouped (e.g. insulated and non-insulated tenancy walls).
- > Locations will be identified for each of the various tenant sizes within the grouped areas.
- > A ballot process will occur where each respective size within a group of tenants (e.g. 900m<sup>2</sup> insulated tenancy walls, or 300m<sup>2</sup> non-insulated tenancy walls, etc) will be randomly drawn to select a space within the locations identified for those tenant groups.

The *Indicative Layout Plan* (pages 22-23) shows how this might look after the mapping process.

Following the ballot and allocation process, the Part A Warehousing tenant will be required to complete a commitment deed for their space. If the commitment deed is not executed, the space will be offered to other potential Part A Warehousing tenants.

Depending on demand, the State/MMA will procure 1, 2 or 3 buildings for the Part A Warehousing of notional building area of 7,000m<sup>2</sup>, 14,000m<sup>2</sup> or 20,000m<sup>2</sup>, respectively.

## Insulated Inter-tenancy Walls and Ceiling Options (100m<sup>2</sup> or greater)

The announced Part A warehouse rents are based on a standard non-insulated warehouse building with inter-tenancy walls comprising of 8m high steel posts and chain-link fencing to separate the adjoining tenancies, with no ceilings.

There is an option for the tenants to request the inter-tenancy walls to be constructed using 100mm PIR insulated panels, 6m high (in lieu of the steel posts and chain-link fencing) and suspended ceilings to be constructed using 100mm PIR insulated panels for an increase in the rent.

The *Rental Schedule* is at page 31.

The Tenants will be responsible for the cost of fitout and outgoings associated with the occupation and use of their tenancy space.

## Common Areas – Hard Stand, Kitchen & Dining, Meeting Rooms and Amenities

The Part A Warehousing option includes a number of common area facilities for use by the tenants for no additional cost, which will be cleaned, maintained and serviced by the MMA.

These areas include:

- > Hard stand – for loading and unloading of produce and goods
- > Kitchen and Dining – heating equipment and facilities for staff and workers
- > Meeting Rooms – areas with tables and chairs for meetings
- > Lounge – quiet area for discussions or relaxing

## Frequently Asked Questions

The *Frequently Asked Questions* (pages 35-40) provides further information to the tenants around the warehousing process.

## Next Steps

In February 2014, the state will utilise the Epping Centre located in the West Melbourne trading stands area to commence discussions with tenants to discuss warehousing requirements. In addition, the State and MMA will be in contact with the Eligible Tenants to discuss the following:

- > Commitment Deed and Lease
- > Fit-out options (and rent impact)
- > Ballot and allocation process
- > Timing of commitments to secure warehousing, enter into a commitment deed and provide security deposit

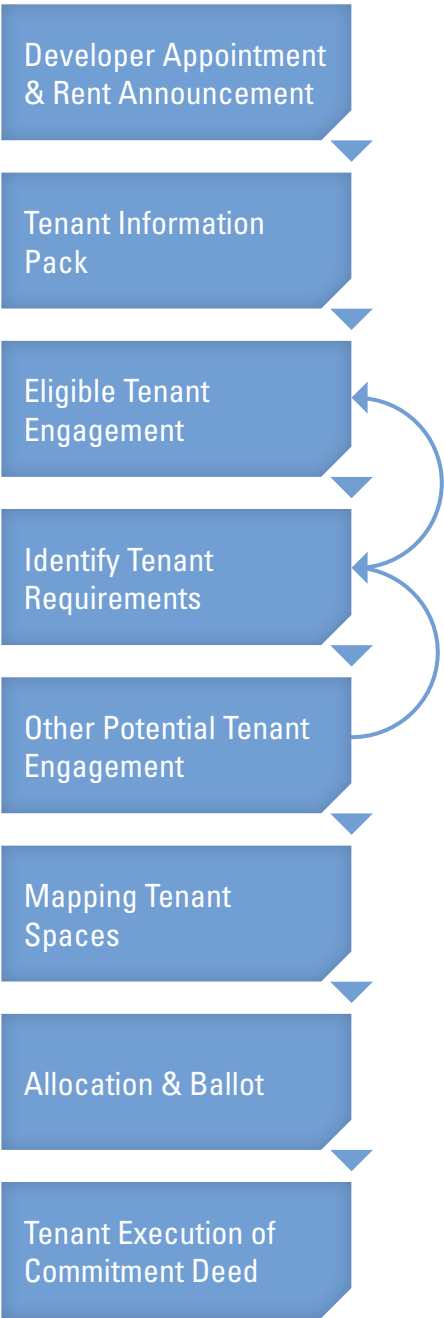


PART A WAREHOUSING  
TENANT INFORMATION PACK  
ALLOCATION PROCESS & KEY DATES

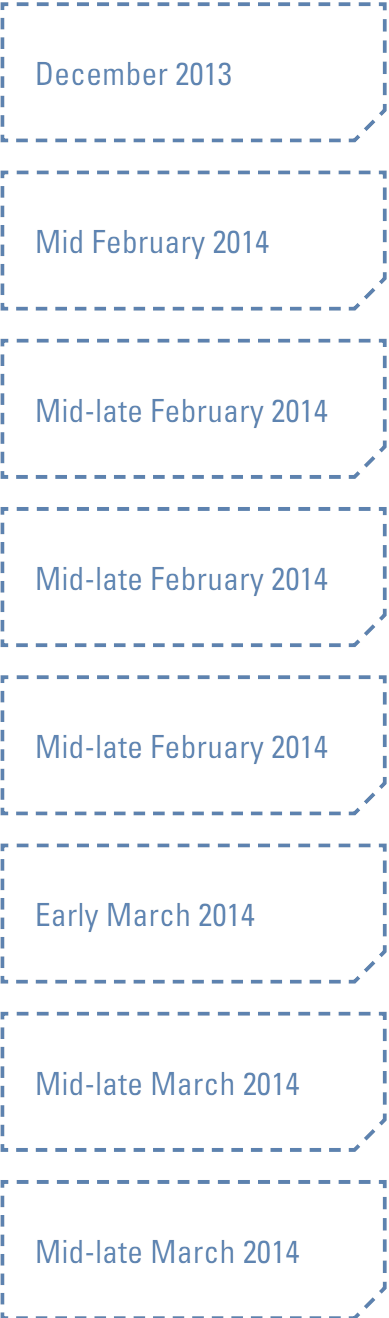
The following flowchart provides information on the allocation and time frame for the Part A Warehousing.

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FLOWCHART

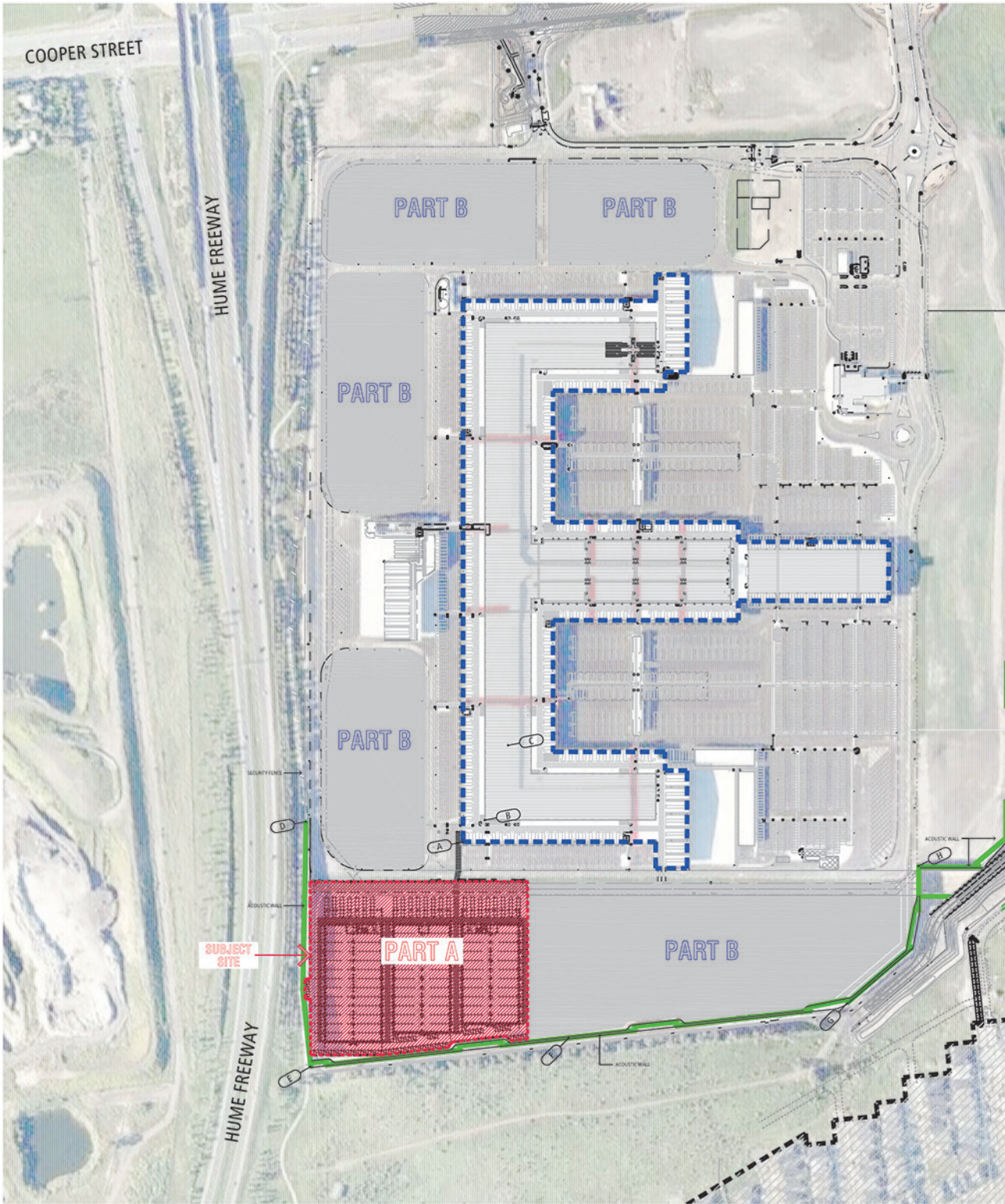


TIMEFRAME



# SITE PLAN

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LEGEND: ADJOINING HEIGHTS

- OUTLINE OF EXISTING MAIN MARKET BUILDING
- SUBJECT SITE
- APPROVED ACOUSTIC WALL
- FUTURE (STAGE B) PADS
- NEIGHBOURING RESIDENTIAL AREA

LEGEND: ADJOINING HEIGHTS

- A MAIN MARKET BUILDING - CANOPY  
8000mm AFFL (TYP.)
- B MAIN MARKET BUILDING - EAVES  
HEIGHT T.B.C.
- C MAIN MARKET BUILDING - RIDGE  
HEIGHT T.B.C.
- D ACOUSTIC WALL - WEST  
0mm AGL
- E ACOUSTIC WALL - SOUTH WEST  
13000mm AGL
- F ACOUSTIC WALL - SOUTH  
16000mm AGL
- G ACOUSTIC WALL - SOUTH EAST  
10000mm AGL
- H ACOUSTIC WALL - EAST  
10000 AGL

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# BUILDING PLAN 1



PERSPECTIVE 1  
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PERSPECTIVE 2  
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PERSPECTIVE 3  
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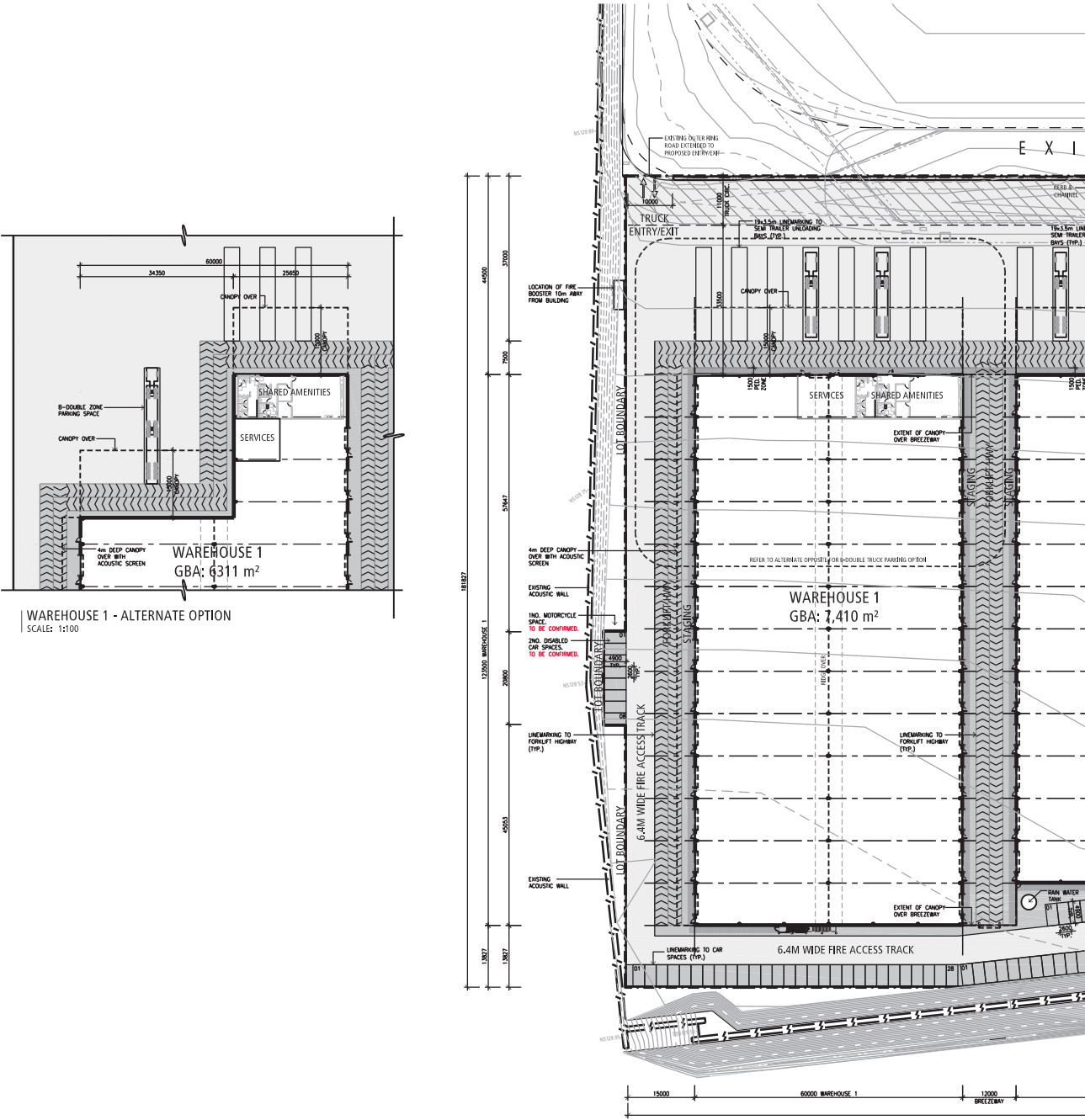
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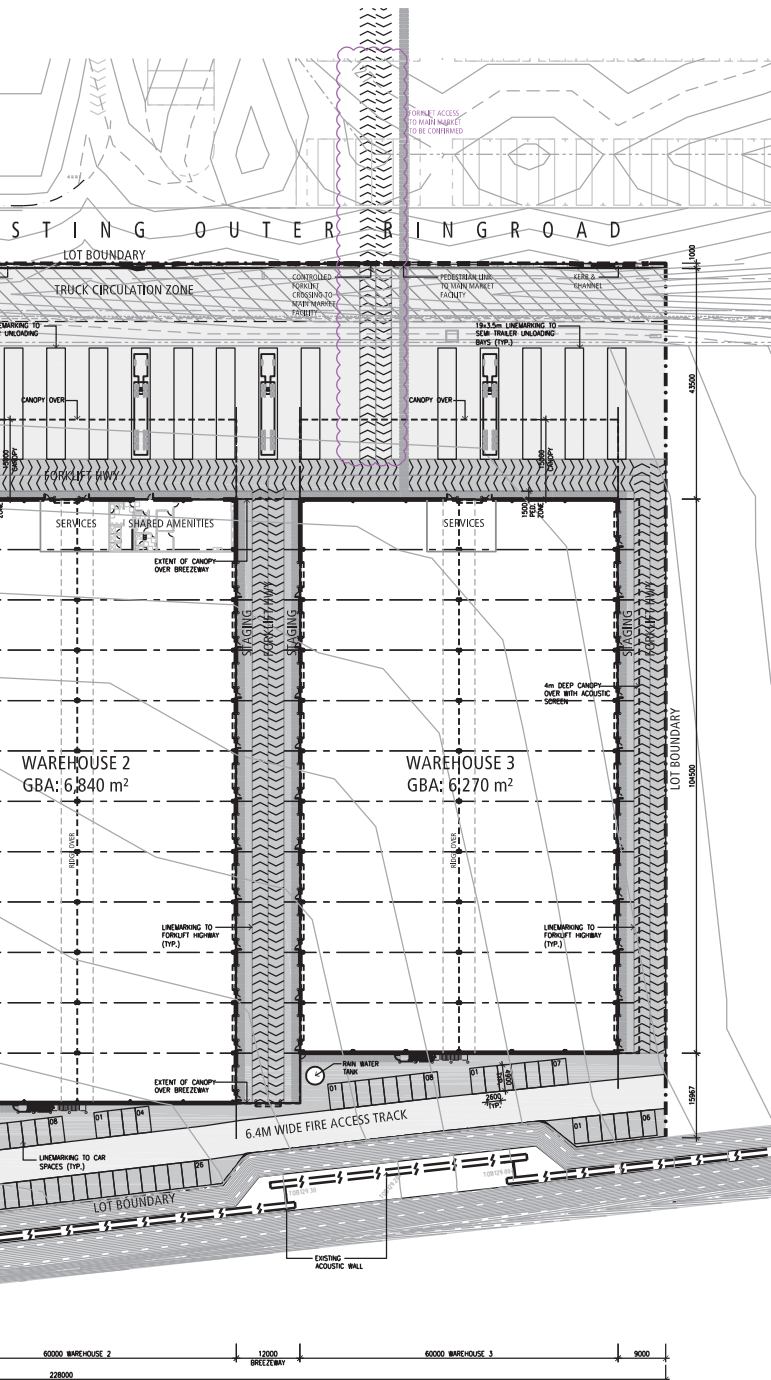
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# BUILDING PLAN 2





DEVELOPMENT ANALYSIS

GROSS BUILDING AREA	
WAREHOUSE 1 (INCLUDING 230 M <sup>2</sup> ADJUNCTS)	7,410 m <sup>2</sup>
WAREHOUSE 2	6,840 m <sup>2</sup>
WAREHOUSE 3 (INCLUDING 230 M <sup>2</sup> ADJUNCTS)	6,270 m <sup>2</sup>
TOTAL GROSS BUILDING AREA	20,520 m <sup>2</sup>
CARPARK SPACES PROVIDED (INCLUDING 2ND, DISABLED CAR SPACES)	
	95 NO.
MOTORCYCLE SPACES PROVIDED	
	1 NO.
SITE COVERAGE	
TOTAL SITE AREA	40,011 m <sup>2</sup>
SITE COVERAGE	51.29 %

LEGEND:

- LOCATION OF BOLLARD
- LOCATION OF COLUMN
- RSD ROLLER SHUTTER DOOR, MIN. (W)4.2 x (H)4.0m
- SH SIGNAGE ZONE, REFER TO TYPICAL DETAIL
- LOCATION OF DOWNSPIPE
- DOWNSPIPE PROTECTOR
- SUMP LOCATION OF RAIN WATER SUMP
- EJ EXPANSION JOINT TO ROOF SHEETING
- FH EXTERNAL FIRE HYDRANT
- RL POLY CARBONATE ROOF LIGHTS TO MIN. 10% OF FLOOR AREA
- INDICATES EXTENT OF HARDSTAND TO CIVIL ENGINEERS DETAILS
- INDICATES EXTENT OF LIGHT DUTY PAVEMENT TO CIVIL ENGINEERS DETAILS

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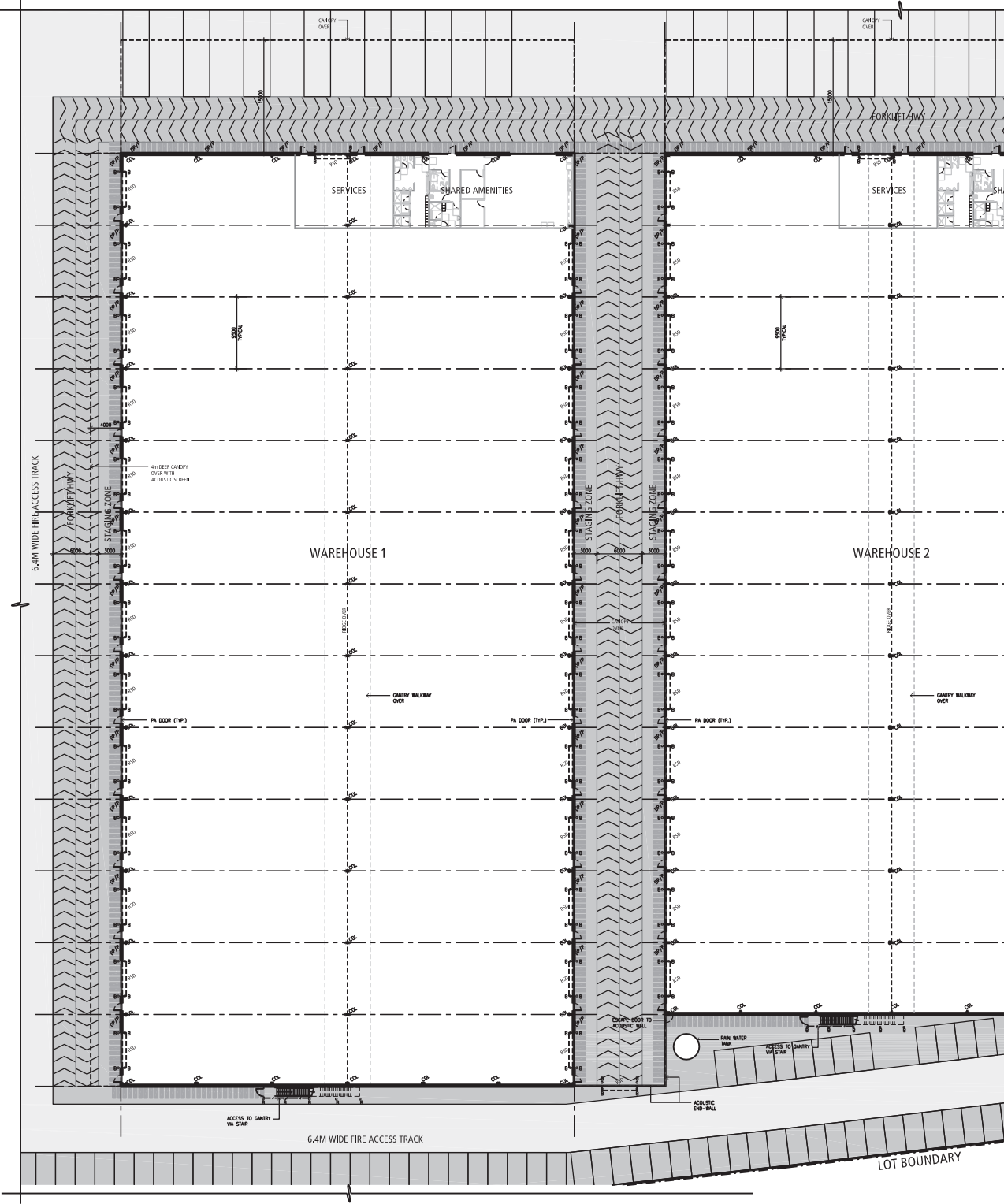
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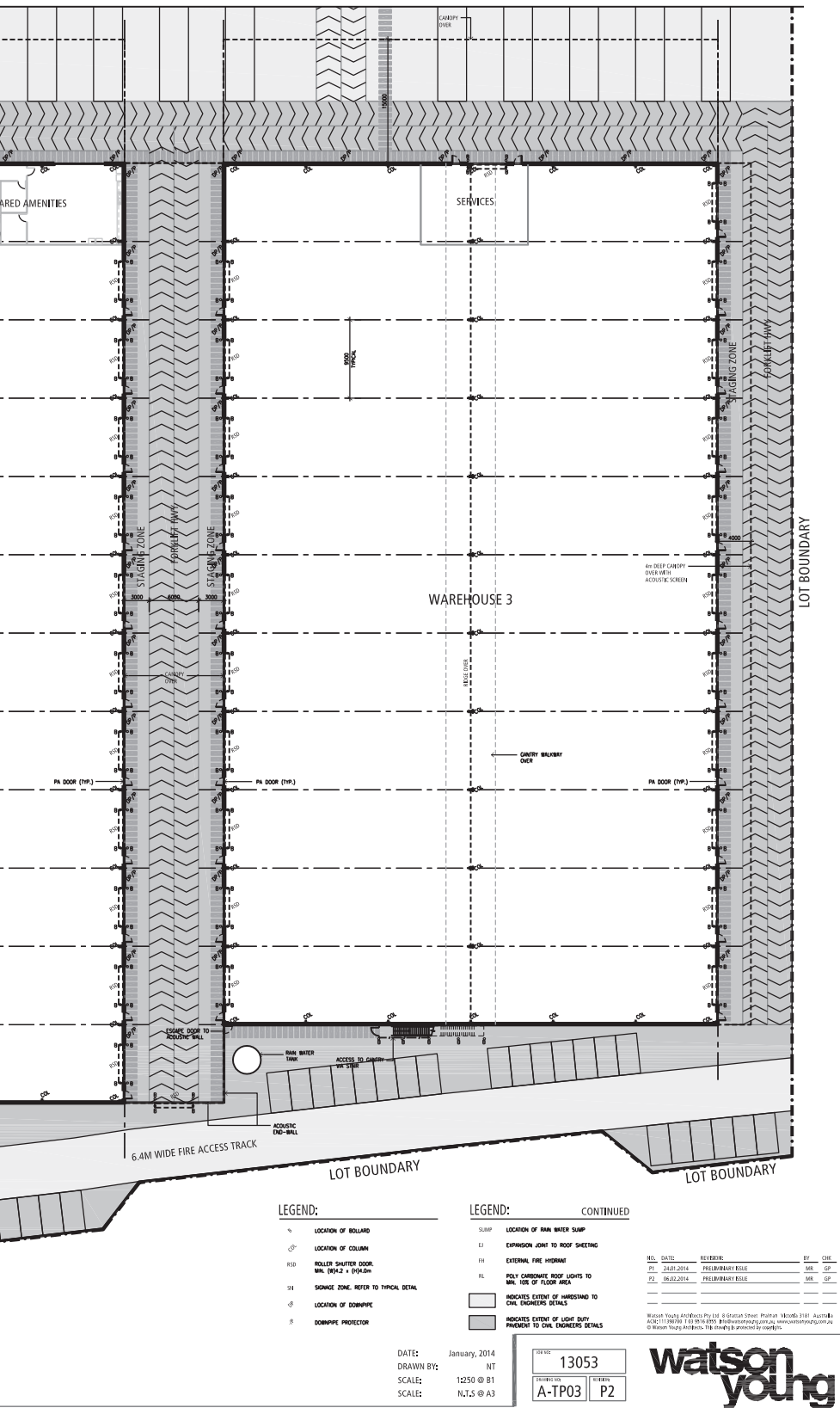
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# BUILDING PLAN 3

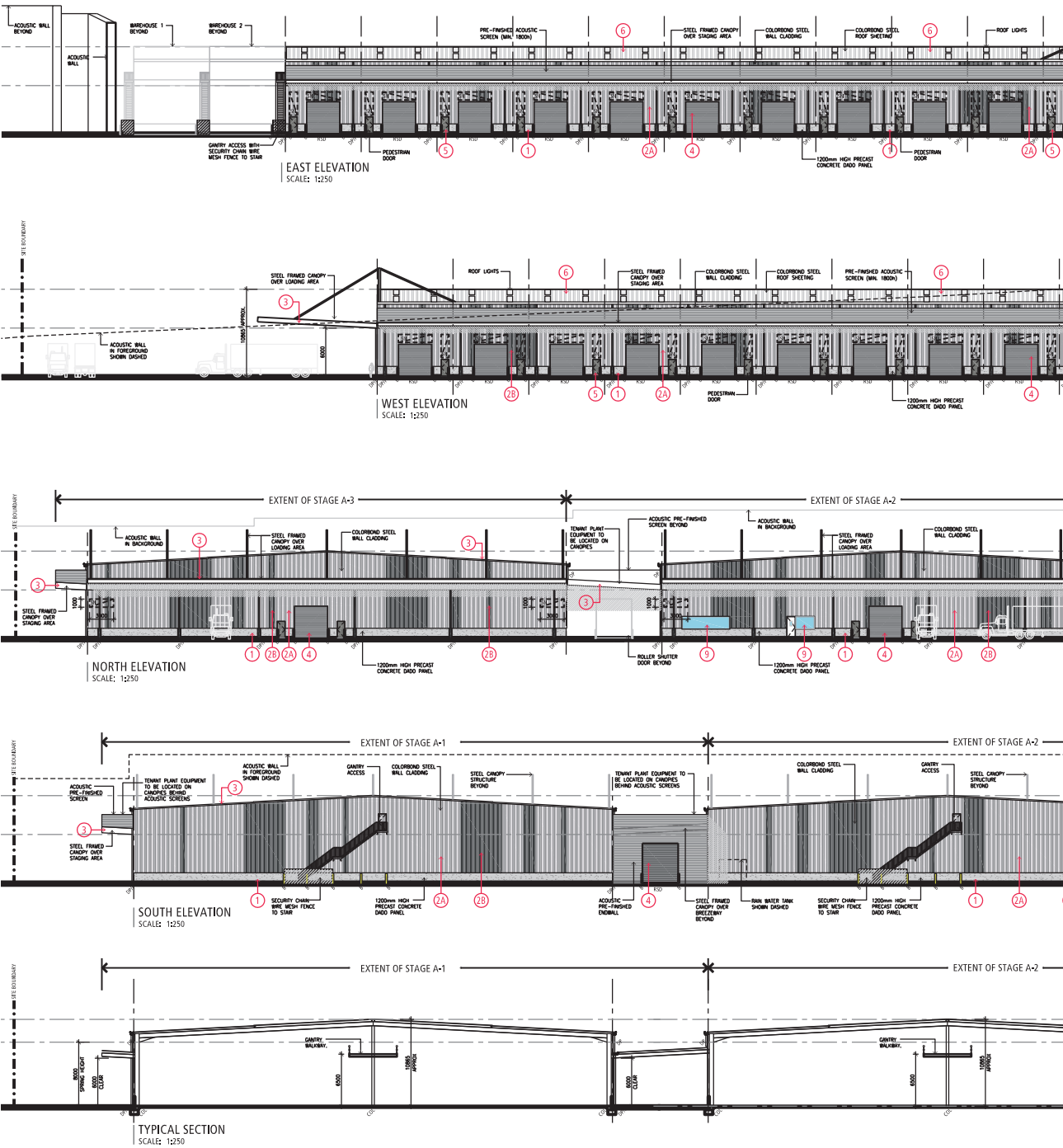
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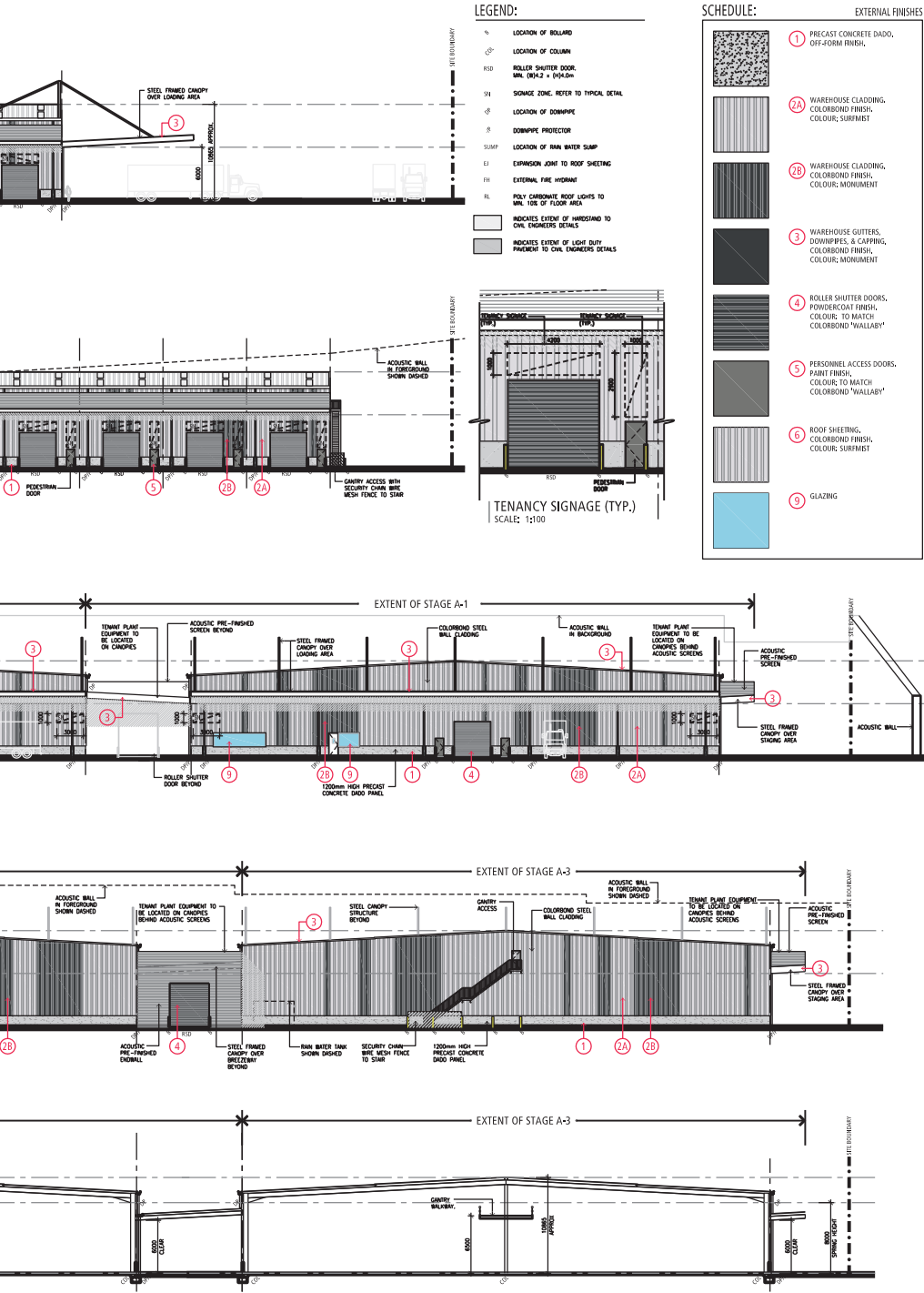






# BUILDING ELEVATIONS 1





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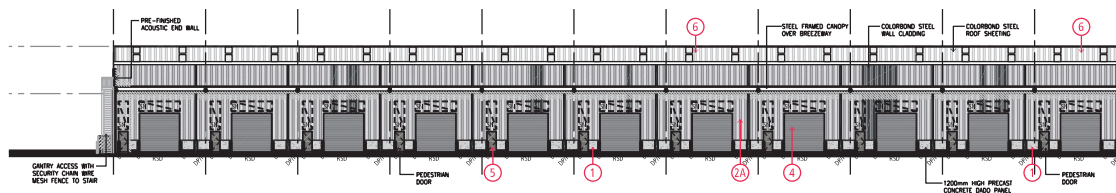
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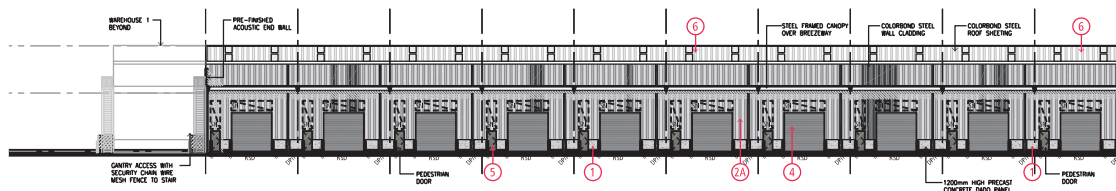
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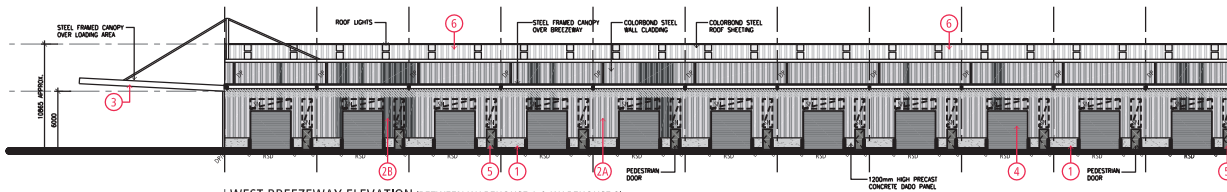
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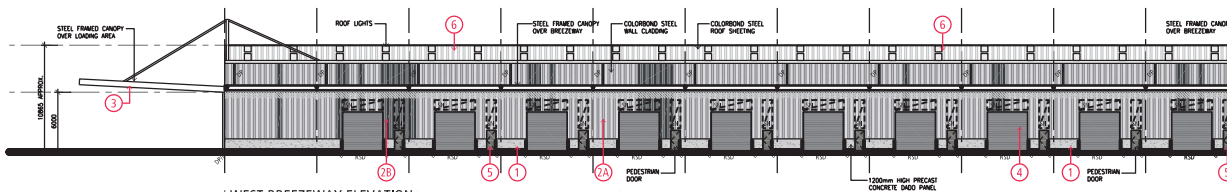
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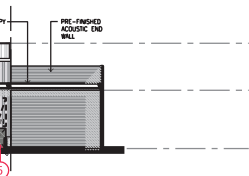
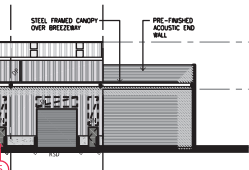
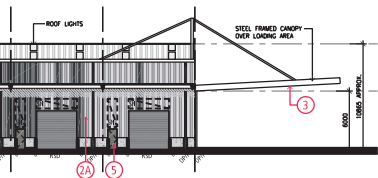
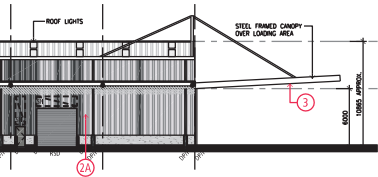
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WEST BREEZEWAY ELEVATION (BETWEEN WAREHOUSE 1 & WAREHOUSE 2)  
SCALE: 1:250



WEST BREEZEWAY ELEVATION (BETWEEN WAREHOUSE 2 & WAREHOUSE 3)  
SCALE: 1:250



LEGEND:

RL	LOCATION OF ROLLER SHUTTER DOOR, MIN. (W)X2 x (H)4.0m
SL	LOCATION OF COLUMN
SD	LOCATION OF DOWNPIPE
SP	DOWNPIPE PROTECTOR
SW	LOCATION OF RAIN WATER SUMP
EX	EXPANSION JOINT TO ROOF SHEETING
FI	EXTERNAL FIRE HYDRANT
RL	POLY CARBONATE ROOF LIGHTS TO MIN. 10% OF FLOOR AREA
	INDICATES EXTENT OF WORKS TO CIVIL ENGINEERS DETAILS
	INDICATES EXTENT OF LIGHT DUTY PRISMATIC TO CIVIL ENGINEERS DETAILS

SCHEDULE:

EXTERNAL FINISHES

	1 PRECAST CONCRETE DADO, GFT-FORM FINISH.
	2A WAREHOUSE CLADDING, COLORBOND FINISH, COLOUR: SURFMIST
	2B WAREHOUSE CLADDING, COLORBOND FINISH, COLOUR: MONUMENT
	3 WAREHOUSE GUTTERS, DOWNPIPES, & CAPPING, COLORBOND FINISH, COLOUR: MONUMENT
	4 ROLLER SHUTTER DOORS, POWDERCOAT FINISH, COLOUR: TO MATCH COLORBOND "WALLABY"
	5 PERSONNEL ACCESS DOORS, PAINT FINISH, COLOUR: TO MATCH COLORBOND "WALLABY"
	6 ROOF SHEETING, COLORBOND FINISH, COLOUR: SURFMIST
	9 GLAZING

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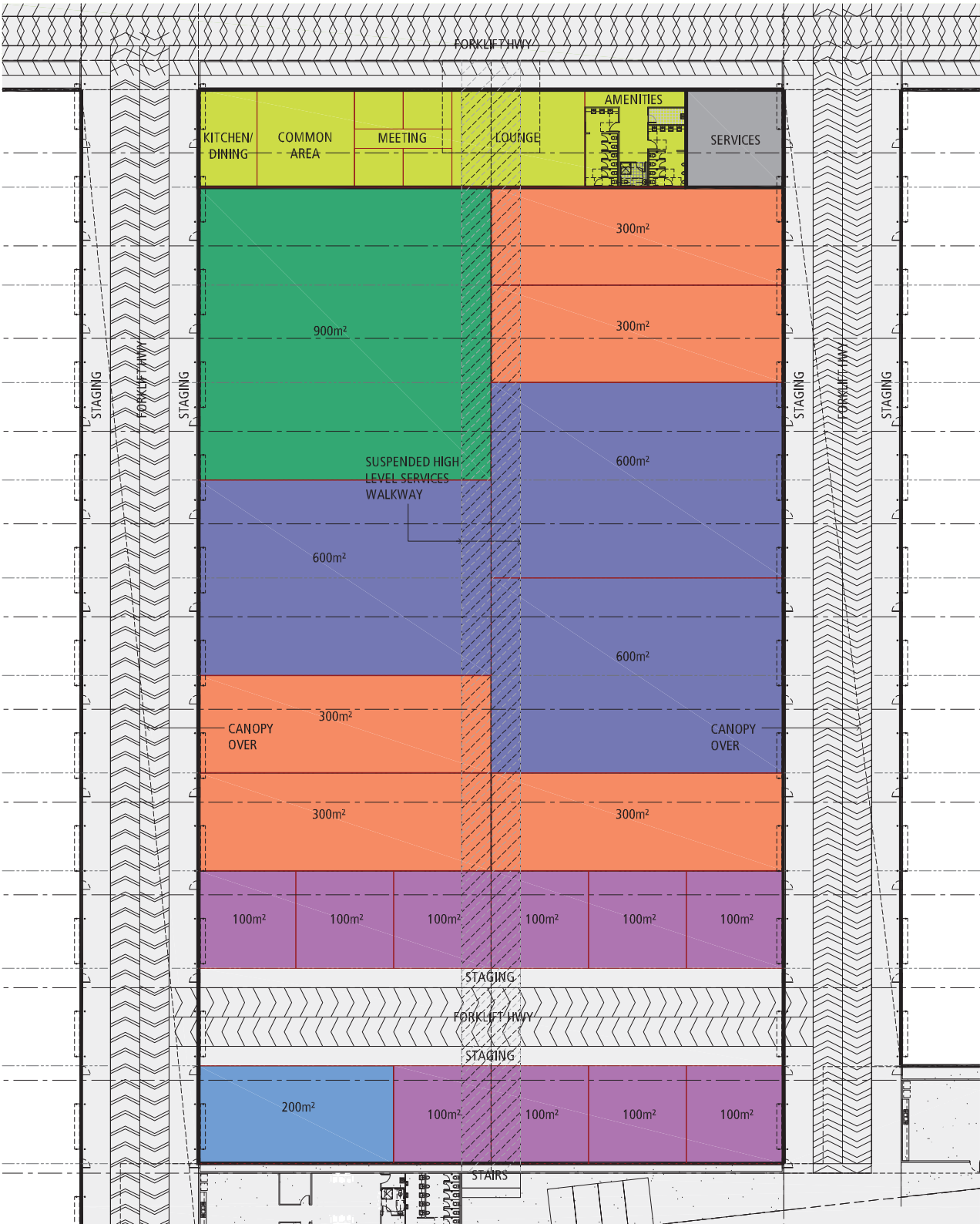
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# INDICATIVE LAYOUT PLAN



## FLEXIBLE TENANT CONFIGURATIONS

- WAREHOUSES ALLOW FOR FLEXIBILITY IN USE AND APPLICATION FOR INDIVIDUAL TENANT NEEDS.

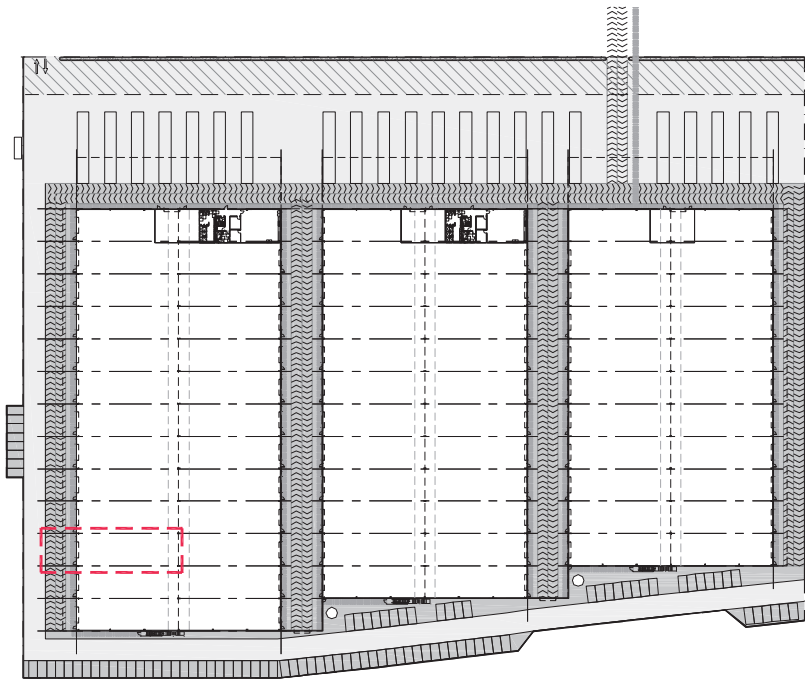
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### Key features:

- > Common areas, including kitchen/dining, lounge, amenities (to be confirmed)
- > Common loading/unloading areas at the front of the building
- > Staging area
- > Forklift highway

# TYPICAL TENANCY SPACE

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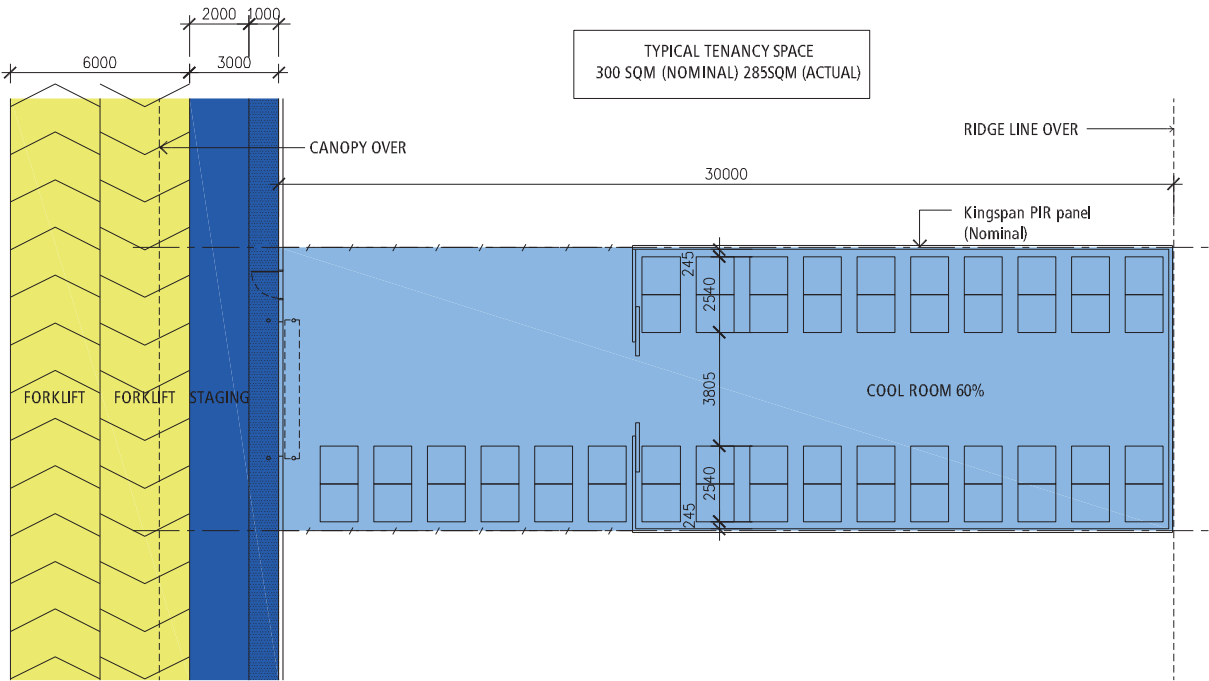


LOCALITY PLAN  
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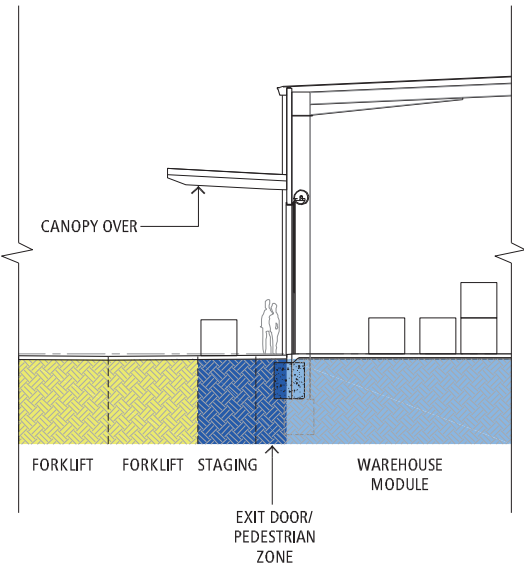


At its own expense, a tenant may decide to fitout a tenancy in the following way:



DETAIL PLAN

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DETAIL SECTION - OH&S CONSIDERATIONS 1

SCALE: 1:250 @ A3

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# PART A WAREHOUSING TENANT INFORMATION PACK MATERIAL FINISHES SCHEDULE

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The following schedule provides information on the material finishes for tenants taking 100m<sup>2</sup> or greater in the Part A Warehousing Standard Building.

ITEM	DESCRIPTION	MATERIAL / FINISH / DETAILS
GROUND SLABS		
1	Warehouse – Internal	Reinforced concrete slab with non-slip finish with anti-microbial treatment
2	Warehouse – External	Reinforced concrete slab with non-slip finish, line marking as required for parking bays, paths of travel and OH&S.
STRUCTURE		
1	Warehouse framing system	Structural steel portal frame, with a springing height of 8m. No internal columns in common or tenancy spaces.
WALLS		
1	External Wall	Pre-cast concrete dado wall panels (1.2m high), Colorbond® metal sheet, sisilation/sarking (above dado wall).
2	Inter-tenancy Wall (Standard)	Internal tenancy walls are post and rail galvanised steel sections, with chain link fencing to 8m high.
3	Inter-tenancy Wall (Option)	Insulated PIR wall panel, using 'Kingspan' KS1100CS or equivalent, 100mm thick, FM rated for fire resistance. Flush coved floor/wall junctions to 6m high.
ROOF		
1	External roof	Profiled Colorbond® metal sheet or similar, with sisilation/sarking and safety mesh under.
CEILING		
1	Tenancy ceiling (Standard)	No tenancy ceiling.
2	Tenancy ceiling (Option)	Insulated PIR ceiling panel using 'Kingspan' KS1100CS or equivalent, 100mm thick, FM rated for fire resistance at 6m high, with surface mounted fluorescent light fittings.
DOORS		
1	Fork lift access	Roller shutter door 4.2m wide by 4.0m high. The roller door will be lockable and manually operated motorised type.
2	Pedestrian door	External pedestrian access door to tenancy space.



ITEM	DESCRIPTION	MATERIAL / FINISH / DETAILS
COMMON AMENITIES		
1	Kitchen & Meals	Kitchenette and washing facilities, with meals and dining facilities, vinyl flooring, painted villaboard walls, stainless steel benches and sink, cupboards, fridge and vending machines, air-conditioned with lighting.
2	Meetings rooms & Lounge	Small meetings rooms and general lounge area vinyl flooring, painted villaboard walls, air-conditioned with lighting.
3	Toilets & Shower	Male, Female and Disabled toilets and showering facilities, vinyl flooring, painted villaboard walls, ventilated with lighting.
SERVICES AND EQUIPMENT PLATFORMS		
1	Tenant Services platform	Internal suspended high level services walkway, for tenant connection and distribution for services.
2	Tenant Equipment platform	External equipment platform (on canopy) for placement of refrigeration equipment. Note, the tenant equipment must meet the maximum load and operating noise limits.

## PART A WAREHOUSING TENANT INFORMATION PACK SERVICES SCHEDULE

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The following applies to tenancies over 100m<sup>2</sup> (ie not for stand licence holders “shared space”)

The following schedule provides information on the services for the Part A Warehousing Standard Building.

ITEM	DESCRIPTION	DETAIL
STORMWATER & DRAINAGE		
1	Hardstand	Stormwater drainage of the hardstand with stormwater pits with gross pollutant traps.
2	Tenancies	Trench grate drains outside the building line in front of the typical tenancy spaces (under side canopies) for washing out tenancy spaces.
MECHANICAL		
1	Ventilation – Tenancy	The warehouse building will be naturally ventilated with natural or mechanical roof smoke exhaust ventilation systems with low level make up air vents (fixed air vents or perforated roller shutter doors)
2	Heating, Air-Conditioning – Common Areas	Heating and air conditioning will be provided to the common areas (kitchenette, meals, meeting rooms and lounge). The toilets and showers will have ventilation.
ELECTRICAL		
1	Power	Tenancy sub-boards with metering facility and 3 phase and single phase power at high level on the central, elevated services platform. Power connection and reticulation from the tenancy sub-board (including GPO's and task lighting) all by the tenant.
2	Lighting	High bay lighting of 200 lux for shell warehouse space. Emergency lighting (based on shell warehouse space). Note, if additional lighting is required as a result of tenant fitout works, the tenant must provide this.
HYDRAULICS		
1	Cold Water	25mm cold water supply, with connection valve, will be available for each tenancy at high level from the central elevated services platform, with metering facility.
2	Hot Water Units	No hot water units are included. If they are required, they are a tenant supply and install item.
3	Gas	50mm natural gas supply, with connection valve will be available for each tenancy at high level from the central elevated services platform, with metering facility.

ITEM	DESCRIPTION	DETAIL
FIRE		
1	Sprinklers	The tenant spaces will have sprinklers for a shell warehouse. The tenant's fitout works may require modification to the sprinkler system, which is the responsibility of the tenant.
2	Fire Hydrants & Hose Reels	Fire hydrants and hose reels will be provided around the warehouse in accordance with BCA and MFB requirements.
3	EWIS & Smoke detection	EWIS and smoke detection system will be provided for the warehouse in accordance with BCA and MFB requirements. The tenant's fitout works may require modification to the EWIS and smoke detection system, which is the responsibility of the tenant.
COMMUNICATIONS		
1	Communications	Data and communication services rack will be provided in the services room and the tenants will be responsible for connecting to the rack and reticulation of the data and communications services to the tenancy space using a dedicated service route via the central elevated services platform.
2	Security	No security system is included for the tenancy spaces. If required in the warehousing space, they are a tenant supply and install item.
3	CCTV	CCTV will be provided in the external areas and common amenities area. If required in the warehousing space, they are a tenant supply and install item.

PART A WAREHOUSING  
TENANT INFORMATION PACK  
BUILDING LOADING LIMITS SCHEDULE

The following schedule provides information on the Load Limits for the Part A Warehousing Standard Building.

ITEM	DESCRIPTION	DETAIL
FLOOR LOADS		
1	Tenant Spaces	Tenants spaces can accommodate uniformly distributed live loads of 40kPa, point loads of 50kN, over a 150mm x 150mm square footprint, fork lift loads with unlimited repetition of a 5 tonne SWL and occasional maintenance using a 14 T SWL crane.
2	Common Amenities Areas	Common areas are designed for a live load of 3kPa.
ROOF LOADS		
1	Roof	The roof structure can accommodate normal loads associated with building access equipment and safety lines, and generally loads from tenants ceiling hung mechanical equipment (e.g. conventional FCU units), insulated ceiling panels, lighting and other services at specified locations. The roof structure may not be able to support heavy plant and equipment, such as hi-humidity FCU units, etc.
SERVICES AND EQUIPMENT PLATFORM LOADS		
1	Central Elevated Services Platform	The central elevated services platform has been designed to cater for loads associated with installation and maintenance access required for specific tenant services.
2	Tenant Equipment Platform	The tenant equipment platform located on the side canopies can support normal tenant refrigeration equipment. The platform may not be able to support heavy plant and equipment, such as hi-humidity FCU units, etc.

## PART A WAREHOUSING TENANT INFORMATION PACK RENTAL SCHEDULE

The following schedule provides information on the rents for the Part A Warehousing Standard Building.

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### Standard

**Base Warehousing (Inter-tenancy walls – Steel posts with chain link fencing and no ceiling)**

COMMENCEMENT RENT		
LEASE TERM	1 – 5 Years	
LEASE AREAS (NOTIONAL)	100m <sup>2</sup> , 200m <sup>2</sup>	300m <sup>2</sup> , 600m <sup>2</sup> , 900m <sup>2</sup>
\$/M <sup>2</sup> PER ANNUM	\$147	\$122

### Option 1

**Base Warehousing (with Insulated PIR Panels to inter-tenancy walls, no ceiling)**

COMMENCEMENT RENT		
LEASE TERM	1 – 5 Years	
LEASE AREAS (NOTIONAL)	100m <sup>2</sup> , 200m <sup>2</sup>	300m <sup>2</sup> , 600m <sup>2</sup> , 900m <sup>2</sup>
\$/M <sup>2</sup> PER ANNUM	\$152	\$125

### Option 2

**Base Warehousing (with Insulated PIR Panels to inter-tenancy walls and ceiling)**

COMMENCEMENT RENT		
LEASE TERM	1 – 5 Years	
LEASE AREAS (NOTIONAL)	100m <sup>2</sup> , 200m <sup>2</sup>	300m <sup>2</sup> , 600m <sup>2</sup> , 900m <sup>2</sup>
\$/M <sup>2</sup> PER ANNUM	\$168	\$143

Note: These rents are subject to the Part B Warehousing progressing in accordance with the Minister's Statement of 20 December 2013.

## PART A WAREHOUSING TENANT INFORMATION PACK OPTIONS SCHEDULE (TENANT SPACES OF 100M<sup>2</sup> OR GREATER)

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The following schedule provides information on the two options for tenant spaces of 100m<sup>2</sup> or greater in the Part A Warehousing Standard Building.

### Option 1 – Insulated Inter-tenancy Walls

The standard building includes the provision of Inter-tenancy walls constructed from post and rail galvanised steel sections, with chain link fencing to 8m high.

This option replaces the standard inter-tenancy walls with 100mm thick PIR insulated panels and has a higher rental than the standard walls.

Refer to the Material Finishes Schedule and Rental Schedule for more information.

### Option 2 – Insulated Inter-tenancy Walls and Insulated Ceiling

The standard building includes the provision of Inter-tenancy walls constructed from post and rail galvanised steel sections, with chain link fencing to 8m high and has no ceiling.

This option replaces the standard inter-tenancy walls with 100mm thick PIR insulated panels, provides a ceiling to the tenancy with 100mm thick PIR insulated panels and has a higher rental than the standard walls with no ceiling.

Refer to the Material Finishes Schedule and Rental Schedule for more information.



# PART A WAREHOUSING TENANT INFORMATION PACK TENANT CLARIFICATION SHEET – FOR DISCUSSION

When you come to discuss your warehousing requirements, we will run through the following questions.

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## TENANT

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Company: \_\_\_\_\_ Date: / / 2014

Contact Name: \_\_\_\_\_

Email Address: \_\_\_\_\_

Contact No(s): \_\_\_\_\_

## STORES/STANDS

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Stores: ☐ Yes ☐ No Size: Large/Medium/Small Store No(s): \_\_\_\_\_

Stands: ☐ Yes ☐ No Number: \_\_\_\_\_

## 2012 MARKET WAREHOUSING, EXPRESSION OF INTEREST

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Responded: ☐ Yes ☐ No MMA/DSDBI receipt of submission: ☐ Yes ☐ No

Details: \_\_\_\_\_

## 2013 STAND HOLDER, EXPRESSION OF INTEREST

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Responded: ☐ Yes ☐ No MMA/DSDBI receipt of submission: ☐ Yes ☐ No

Eligible (reduction in stand area): ☐ Yes ☐ No

Details: \_\_\_\_\_

## WAREHOUSING SPACE (NOTIONAL AREA)

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☐ 100m<sup>2</sup> ☐ 200m<sup>2</sup> ☐ 300m<sup>2</sup> ☐ 600m<sup>2</sup> ☐ 900m<sup>2</sup>

Details: \_\_\_\_\_

## TENANCY SPACE (STANDARD)

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☐ Standard

- > Inter-tenancy Walls, post and rail steel with chainlink fencing, 8m high (standard)
- > No ceiling (standard)



TENANCY SPACE (OPTIONS)

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- ☐ Option 1
- > Insulated PIR Inter-tenancy Wall Panels (non-standard, 6m high)\*
  - > No ceiling (standard)
- ☐ Option 2
- > Insulated PIR Inter-tenancy Wall Panels, 6m high (non-standard)\*
  - > Insulated PIR Ceiling Panels, 6m high (non-standard)\*

TENANCY FITOUT

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Are you intending to fit-out your warehouse space out?

- ☐ racking      ☐ coolroom      ☐ other

Details:

SPECIAL REQUIREMENTS OR ADDITIONAL INFORMATION

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Do you have any special requirements?

- ☐ Yes ☐ No

Details:

\* Non-standard building (e.g. insulated inter-tenancy walls and insulated ceilings) will incur an additional rent.

# MELBOURNE MARKET RELOCATION PROJECT, MARKET WAREHOUSING FREQUENTLY ASKED QUESTIONS

The following questions and responses have been provided to assist the Melbourne Market businesses understand the approach for delivering Market Warehousing.

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The State has appointed Hansen Yuncken as the Builder and Developer for all Market Warehousing at Epping. Two types of Market Warehousing will be available at Epping:

Part A Market Warehousing – for tenants requiring 900m<sup>2</sup> or less (in sizes of 100, 200, 300, 600 or 900m<sup>2</sup>) and will include a common loading/unloading area, common kitchen meeting room and toilet facilities. This will be via a lease with the MMA.

Part B Market Warehousing – for tenants requiring over 1,000m<sup>2</sup>. This will be via a lease with Hansen Yuncken.

Rents for Part A and Part B Market Warehousing are available from the MMA website at: <http://www.melbournemarkets.com.au/wp-content/uploads/2013/12/Fact-sheet-on-warehousing-for-Epping-23-December-2013.pdf> and Part A Market Warehousing rents are also provided at page 31.

FAQ	RESPONSE
How do I contact Hansen Yuncken or the State/MMA to discuss my warehousing needs?	<p><b>Part A Warehousing:</b> Trevor Angst 9655 8504 / 0412 621 574 or Brendan Edleston 9655 8549 / 0419 541 137 or via email at <a href="mailto:mmrp.warehousing@dsdbi.vic.gov.au">mmrp.warehousing@dsdbi.vic.gov.au</a></p> <p><b>Part B Warehousing:</b> Kurt Beckhaus 02 9770 7600 / 0412 039 293 George Locke 0457 704 521 or via email at <a href="mailto:warehousing@hansenyuncken.com.au">warehousing@hansenyuncken.com.au</a></p> <p>Hansen Yuncken and State/MMA will be available for discussions with tenants at the West Melbourne market at times and days to be advised.</p> <p>The portable marketing buildings located in the Stands area will be used for these discussions.</p> <p>At this stage, no appointments will be necessary and meetings will be based on a first-come, first-served basis.</p>

FAQ	RESPONSE
How will warehousing be allocated?	<p>The Part A warehousing will be located in the south-west corner of the Melbourne Market precinct. The location of a business's warehousing within the facility will be determined by a number of factors, including type of space (insulated or non-insulated), size of space required, efficiency in the location of spaces and the nature of the warehouse use.</p> <p>The Part B warehousing will be located on the warehouse pads immediately adjacent to the Stores and the Trading Floor Complex building, which are situated to the north, west and south. The location of a tenant's warehousing will be determined by Hansen Yuncken in consultation with the prospective warehouse tenants.</p> <p>A primary objective will be (in the first instance) to locate warehousing as close as possible to a business's store.</p>
Who is eligible for Market Warehousing (Part A or Part B)?	<p>The businesses that are eligible for market warehousing include:</p> <ul style="list-style-type: none"> <li>&gt; The businesses that responded to the 2012 Market Warehousing EOI<sup>1</sup>; and</li> <li>&gt; The stand holders that have a loss of stand area as announced by the Minister in December 2013 and responded to the EOI in accordance with its terms.</li> </ul>
Can I obtain more (or less) warehousing space than requested in my 2012 Warehousing expression of interest submission?	<p>There may be an opportunity for tenants to obtain more warehousing than may have been originally indicated in the responses to their 2012 Market Warehousing EOI.</p> <p>The government will review the actual take up of Market Warehousing under Parts A &amp; B against the amount indicated in the responses to the 2012 Market Warehousing EOI before deciding whether to make more Market Warehousing available.</p> <p>Prospective warehousing tenants are encouraged to discuss their space requirements with the State/MMA and/or Hansen Yuncken to ensure that appropriate allowances are made.</p>
How will tenants be involved in the warehouse design?	<p>The design process will continue over the first quarter of 2014, during which time the tenants' design requirements will be considered in the warehousing design and configuration.</p> <p>The tenants will have opportunities to meet with Hansen Yuncken and discuss their individual business needs, including fit-out requirements.</p>

1 Expression of Interest (EOI) for Warehousing at Epping issued by the Department of Business and Innovation on 26 October 2012.

FAQ	RESPONSE
If I change the design or require additional works, does this affect the lease rent?	<p>The Part A &amp; Part B warehousing design and lease rents have been based on a standard modular design concept.</p> <p>The tenants can discuss the design and may seek alterations to accommodate particular operational or business requirements (e.g. for Part A – insulated inter-tenancy walls and ceilings and Part B – recessed loading docks, offices, etc).</p> <p>Depending on the nature of the requested alteration or additional works, the costs may be recovered through the rent or as a capital cost.</p>
When will warehousing be ready to move in?	<p>The Part A warehousing contract is due for completion in last quarter 2014. This is for the base warehousing only – tenants will need to undertake fit out works following handover by Hansen Yuncken.</p> <p>The Part B warehousing completion date is dependent upon demand and take up by the tenants, but is anticipated to be no earlier than in the last quarter 2014.</p>
What penalties apply if the warehousing is not completed as contracted?	<p>For Part A, the contract includes a single lump sum payment on completion, so the developer is incentivised to complete the warehousing as soon as possible to minimise its financing costs.</p> <p>For Part B, Hansen Yuncken will agree the timing of the commencement of the lease with the tenants. There are no penalties associated with a late completion.</p>
I didn't respond to the 2012 Warehousing expression of interest. Can I still get warehousing?	<p>The Ministerial Statement on Market Warehousing issued to tenants on 26 October 2012 set out the conditions under which Market Warehousing within the Melbourne Market precinct at Epping would be offered. The Ministerial Statement provided that: <i>'Those who choose not to participate in the EOI process will not be eligible for the initial round of warehousing in the market.'</i></p> <p>The Government may decide to offer warehousing to businesses which did not participate in the 2012 Market Warehousing EOI process, which will be subject to demand and the amount taken up by the eligible tenants.</p>

FAQ	RESPONSE
When and what type of commitment is required to secure warehousing?	<p>In order to secure market warehousing, the tenants will be required to enter into financially binding agreements, either with the State/MMA for Part A or Hansen Yuncken or its financiers for Part B.</p> <p>Failure to execute these financial commitments within the required time frame may result in the tenants missing out on either warehousing space or preferred locations.</p> <p>For Part A warehousing, the tenants will be required to provide binding commitments and security by mid March 2014.</p> <p>For Part B warehousing, the tenants should provide binding commitments and security as soon as possible to ensure that preferred locations and amount of warehousing space is available. Tenants will need to discuss this with Hansen Yuncken.</p>
What happens if my warehousing isn't available when the market opens?	<p>The current market operates with a mix of on-site and off-site warehousing.</p> <p>The Government may explore a range of options in the event that Market Warehousing is not available when the market opens.</p> <p>This may include allowing tenants to continue to operate from the warehousing at Footscray Road in West Melbourne for a period of time.</p>
Will car parking be provided for Market Warehousing?	<p>In Part A warehousing there is no provided car parking for each tenant space, other than common area short term loading and unloading bays. A number of car parking bays will be provided with each building, which will be allocated by the MMA.</p> <p>In Part B warehousing the tenants will have a hardstand area that could be used for parking.</p>
Will there be any restrictions or rules that apply to operating Market Warehousing?	<p><b>Hours of operation</b> – Market Warehousing will be able to operate 24 hours, seven days per week.</p> <p><b>Noise</b> – the current noise restrictions that apply to the Melbourne Market precinct will also apply to all Market Warehousing.</p> <p><b>Types of use</b> – the Market Warehousing must be related to the operation of the market, comply with the market's operating rules and all other MMA requirements.</p> <p><b>Competition with the trading floor</b> – no direct competition with the Trading Floor Complex is permitted. Without limitation, no direct selling or display of produce in the Market Warehousing will be permitted.</p>

FAQ	RESPONSE
Is subleasing of warehousing allowed?	<p>No sub-leasing will be permitted for Part A warehousing.</p> <p>Sub-leasing for Part B warehousing will depend upon the terms and conditions established by Hansen Yuncken.</p>
What is the relationship between existing leaseholders of warehousing at Footscray and the offer for warehousing being made at Epping?	<p>There is no relationship.</p> <p>The eligibility for Market Warehousing at the Melbourne Market precinct in Epping is based on responses to the 2012 Market Warehousing EOI and any subsequent offers made to other businesses for market warehousing, including stand holders eligible for supplementation of space.</p>
Is Market warehousing available for uses other than the storage of produce?	<p>Market warehousing is not restricted to the storage and distribution of fruit and vegetable produce. However, the warehousing use must be compatible and complementary with the operation of the Melbourne Market.</p>
What conditions would apply in relation to future uses of the market warehousing?	<p>The tenants may elect to modify, upgrade or renew tenant fit-out's over the term of the lease, which will be subject to the conditions of the lease and the markets operating rules (as amended from time to time).</p>
Are warehousing staff and employees required to have Market Access Cards?	<p>Market warehousing is located within the market precinct and therefore any staff and employees using the market warehousing must have market access cards and pay the appropriate fees.</p>
What services are provided?	<p>The following services are available for reticulation from a connection point by the tenant for spaces 100m<sup>2</sup> or greater as part of the tenant fitout works:</p> <ul style="list-style-type: none"> <li>&gt; Natural gas</li> <li>&gt; Electricity (3 phase and single phase)</li> <li>&gt; Domestic potable water</li> <li>&gt; Data and communication services</li> <li>&gt; Sewer</li> </ul> <p>There is no access to the central refrigeration plant for market warehousing.</p> <p>For garbage and waste disposal, the tenants can elect to have this managed by the MMA and its service providers at agreed costs or by contracting with third party providers.</p>
Is freehold available?	<p>There is no opportunity to purchase freehold for market warehousing.</p>

FAQ	RESPONSE
What type of construction materials will the Warehousing be made of?	<p>Part A warehousing includes: concrete dado walls, structural steel frame with colourbond metal sheet walls and roof, concrete floor, colourbond roller doors, steel framed chain-link fence inter-tenancy walls as a base building. Tenants will have an option to upgrade their space (with an increase in rent) to include insulated panel inter-tenancy walls and insulated ceilings.</p> <p>Part B warehousing includes:</p> <ul style="list-style-type: none"> <li>&gt; Standard Build – concrete dado walls, structural steel frame with colourbond metal sheet walls and roof, concrete floor, colourbond roller doors as a base building.</li> <li>&gt; Insulated Build – concrete dado walls, structural steel frame with insulated panel walls and internal ceiling, colourbond metal sheet roof, concrete floor, colourbond roller doors as a base building.</li> </ul>
Do the rents include outgoing? If not, what will the outgoing be?	<p>The rents do not cover outgoing.</p> <p>The tenants will be responsible for reticulation of services from the connection point for use within their tenancies as part of the tenant fitout works.</p> <p>Refer to the commercial terms sheet for further information on outgoing.</p>
What do I need to do to fitout my warehouse space?	<p>Tenant fitout works are the responsibility of the tenant, which may be provided by the tenant engaging their own contractors.</p> <p>For Part A warehousing, a Tenant Fitout Guide will be provided explaining the process for tenants undertaking tenant fitout works, including approvals and compliance requirements.</p> <p>For Part B warehousing, Tenants may engage Hansen and Yuncken to provide the tenant fitout works (depending on the nature of the works and Hansen and Yuncken's agreement), which may involve an increase in the rent, or a capital cost to be paid by the tenant to Hansen and Yuncken. For Part B warehousing, proposed tenant fitout works will be subject to approval from Hansen and Yuncken.</p>



## KEY TERMS – PART A STANDARD WAREHOUSE AGREEMENT FOR LEASE

MATTER	TERM
Premises	<p>The Premises will be marked on a plan attached to the Lease when available.</p> <p>The Landlord may also grant to the Tenant a right to use an additional part of the Warehouse Complex as licensee for the purposes of a staging area. Any licensed area will be marked on a plan attached to the Lease.</p>
Deposit	<p>The Tenant must give the Landlord an amount equal to the rent for the first month of the lease term (plus GST) as a deposit towards the rent payable by the Tenant under the Lease.</p>
Security Amount	<p>The Tenant must give the Landlord an amount equal to the rent for the first 3 months of the Lease (plus GST) in the form of a bank guarantee or insurance bond prior to accessing the premises for the Tenant Works.</p> <p>The Landlord may draw on the security amount if the Tenant does not comply with any of its obligations under the Agreement for Lease (without giving notice to the Tenant).</p> <p>If the Landlord draws on the security amount, the Tenant must immediately give the Landlord a replacement bank guarantee or insurance bond for the security amount or a further cash deposit equal to the amount drawn upon by the Landlord.</p>
Landlord's Works	<p>The Landlord will construct the Warehouse Complex (the Landlord's Works).</p> <p>The Landlord will use reasonable endeavours to procure practical completion of the Landlord's Works by 4 December 2014 but such date may be extended in the Landlord's absolute discretion.</p> <p>The Landlord will undertake the Landlord's Works at its cost and in a proper and workmanlike manner.</p> <p>The Landlord will give the Tenant notice when the Landlord's Works are sufficiently completed and the Tenant can begin accessing the Premises.</p>
Delays to Landlord's Works	<p>If the Landlord's works are delayed for reasons outside its reasonable control, it may extend:</p> <ul style="list-style-type: none"> <li>&gt; the date for practical completion;</li> <li>&gt; the date it will handover the Premises to the Tenant; and</li> <li>&gt; the commencement date of the Lease (<b>Commencement Date</b>).</li> </ul>
Variations to Landlord's Works	<p>The Landlord may make changes to the Landlord's Works if required by any government authority.</p> <p>The Landlord may make any other changes to its works if it considers them necessary. However, it must first obtain the Tenant's consent (not to be unreasonably withheld) to these changes if they will have a materially adverse effect on the Tenant's ability to use the Premises for the use permitted use or to carry out the Tenant Works or if they have a material adverse effect on the services to the Premises.</p>

MATTER	TERM
<b>Tenant Works</b>	<p>The Tenant Works are the fitout works and other works the Tenant must carry out to make ready for use the Premises to the Tenant's occupational requirements.</p> <p>Before starting any of its fitout works, the Tenant must (at its own cost):</p> <ul style="list-style-type: none"> <li>&gt; obtain the Landlord's approval to its plans and specifications for the works;</li> <li>&gt; obtain the Landlord's approval to the contractors who will carry out its works;</li> <li>&gt; comply with the requirements set out in the Agreement for Lease;</li> <li>&gt; obtain all government approvals and provide these to the Landlord for inspection;</li> <li>&gt; give the Landlord the executed Lease, evidence of its insurances, the security amount and the deposit; and</li> <li>&gt; construct hoardings within or around the Premises of the type and in the locations required by the Landlord and subject to the Landlord's prior written approval.</li> </ul> <p>The Tenant must not change any of its fitout works without the Landlord's prior approval.</p>
<b>Carrying out the Tenant Works</b>	<p>The Tenant must undertake the Tenant Works:</p> <ul style="list-style-type: none"> <li>(a) at its cost;</li> <li>(b) in a proper and workmanlike manner using good quality materials;</li> <li>(c) diligently and with reasonable speed;</li> <li>(d) in accordance with: <ul style="list-style-type: none"> <li>&gt; all government approvals relating to the Tenant's Works and the Landlord's Works;</li> <li>&gt; all laws and requirements;</li> <li>&gt; the plans approved by the Landlord;</li> <li>&gt; the Tenancy Fit Out Guide ; and</li> <li>&gt; the Landlord's requirements; and</li> </ul> </li> <li>(e) by contractors approved by the Landlord and who have current public liability insurance for at least \$20 million</li> </ul>
<b>Ownership of Tenant's Works</b>	<p>The Tenant's Works will be the Tenant's Fixtures under the Lease.</p>

MATTER	TERM
Insurance	<p>The Tenant must, at its own cost, effect and maintain at all times during the term with insurers acceptable to the Landlord insurances as set specified in the Tenancy Fit-Out Guide which will be provided to tenants in due course.</p> <p>All of the Tenant's insurances must note the interests of the Landlord, the State, the Tenant and the Tenant's contractors for their respective rights, interests and liabilities and must be on terms, and with insurers, reasonably acceptable to the Landlord.</p>
Taking Possession	<p>The Tenant will not be entitled to possession of the Premises until:</p> <ul style="list-style-type: none"> <li>&gt; the Tenant has provided the Landlord with the bank guarantee required under the lease.</li> <li>&gt; the Landlord is satisfied that the Tenant Works have been completed in accordance with the Tenancy Fit Out Guide and a Certificate of Occupancy has been obtained;</li> <li>&gt; practical completion of the Landlord's Works has been achieved;</li> <li>&gt; the Landlord's Works of the Warehouse Complex have been substantially completed to the Landlord's satisfaction;</li> <li>&gt; the Tenant has complied with all of its obligations under the Lease that need to be complied with before the Commencement Date.</li> </ul>
Grant of Lease	<p>The Lease will commence on the Commencement Date (even if the Tenant's works are not completed by then).</p> <p>The Lease will be signed at the same time as the Agreement for Lease and will be held in escrow until the Commencement Date.</p>
Completion of Lease	<p>As soon as possible after the Commencement Date is determined the Lease will be completed to insert:</p> <ul style="list-style-type: none"> <li>&gt; the Commencement Date;</li> <li>&gt; the Termination Date;</li> <li>&gt; the rent</li> <li>&gt; the commencement and termination dates of any option lease; and</li> <li>&gt; any other information necessary to complete the Lease.</li> </ul>

MATTER	TERM
Assignment and Subletting	<p>The Tenant must not assign, transfer, mortgage or otherwise deal with the Agreement for Lease or the Premises without the prior written consent of the Landlord.</p> <p>The Landlord will not unreasonably withhold its consent to the Tenant assigning the Agreement for Lease where the Tenant and the proposed assignee comply with specific requirements which will be set out in the Agreement for Lease.</p> <p>A change in control of the Tenant entity is treated as proposed assignment requiring the Landlord's prior written consent.</p> <p>No subletting is permitted.</p>
Termination	<p>The Landlord may terminate the Agreement for Lease if:</p> <ul style="list-style-type: none"><li>&gt; the Tenant does not commence the Tenant works by the date that is 6 months after the Commencement date;</li><li>&gt; the Tenant does not complete the Tenant works in accordance with the plans approved by the Landlord;</li><li>&gt; the Tenant fails to pay any money required under the Agreement for Lease within 7 days after the Landlord has given the Tenant notice to pay;</li><li>&gt; an insolvency event occurs in relation to the Tenant and the Tenant has failed to prove to the Landlord's satisfaction that it is no longer subject to the event within 7 days of being requested to do so by the Landlord; or</li><li>&gt; the Tenant has not complied with any other obligation under the Agreement for Lease within a reasonable time after the Landlord has given the Tenant a notice specifying the non-compliance and requiring the Tenant to remedy it.</li></ul>

## KEY TERMS – PART A STANDARD WAREHOUSE LEASE (OVER 100M<sup>2</sup>)

This document sets out the key terms of the Standard Warehouse Lease to be issued to Part A warehouse tenants

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ISSUE	DESCRIPTION
<b>Premises</b>	<p>The Premises will be marked on a plan attached to the Lease.</p> <p>The Landlord may also grant to the Tenant a right to use an additional part of the Warehouse Complex as licensee for the purposes of a sorting area. Any licensed area will be marked on a plan attached to the Lease.</p>
<b>Term</b>	<p>The Tenant may choose any term of Lease from 1 year to 5 years with extension options of the same.</p>
<b>Commencement Date</b>	<p>2 months from the date the Premises is handed over to the Tenant for fit out or as may be extended by the Landlord.</p>
<b>CPI, Rent &amp; Payment Terms</b>	<p>Rent is set in accordance with the Minister's Statement of 20 December 2013 plus GST and is premised on a commencement date of no later than 1 April 2015. However, if the lease commences after 1 April 2015, the Rent will escalate in accordance with the Rent Review provision in Item 4 to the AFL which is the higher of:</p> <ul style="list-style-type: none"><li>(a) CPI; and</li><li>(b) 2.5%.</li></ul> <p>The Tenant must pay the rent monthly in advance on the first day of each month during the term (commencing on the Commencement Date) as directed by the Landlord.</p>
<b>Rent Review (Escalation)</b>	<p>On each anniversary of the commencement date the Rent will increase by the higher of:</p> <ul style="list-style-type: none"><li>(a) CPI; and</li><li>(b) 2.5%.</li></ul>
<b>Market Rent Review</b>	<p>Every 5 years (including if it falls on a further term) either party may initiate a market rent review. There is a minimum 2.5% increase following a market rent review.</p>
<b>Security Amount</b>	<p>The Tenant must give the Landlord an amount equal to the rent for the first 6 months of the Lease (plus GST) in the form of a bank guarantee or insurance bond. The security amount provided under the Agreement for Lease (3 months) may be credited towards this obligation under the Lease.</p>
<b>Permitted Use</b>	<p>Storage and distribution of</p> <ul style="list-style-type: none"><li>&gt; fresh fruit and/or vegetables; and/or</li><li>&gt; products, which storage and distribution is related to the activities of the Melbourne Wholesale Market and approved by the Landlord in writing, and/or any other use approved by the Landlord in writing.</li></ul>

ISSUE	DESCRIPTION
<b>Outgoings</b>	<p>In addition to the rent, the Tenant must also pay for:</p> <ul style="list-style-type: none"> <li>(a) all services and utilities consumed or provided to the Premises (e.g. gas, electricity, water etc) including those which the Landlord elects to supply; and</li> <li>(b) all rates, taxes, levies and other outgoings. Where these are charged directly to the Premises these charges will be passed through to the Tenant. Where these charges are not charged directly to the Premises the Landlord will allocate the cost to the Tenant on a proportionate basis.</li> </ul>
<b>Compliance</b>	<p>The Tenant must comply with, and make sure that its employees, agents and contractors comply with:</p> <ul style="list-style-type: none"> <li>(a) the Landlord's requirements in relation to the Premises (including the electricity load and weight limits for the Premises);</li> <li>(b) any rules, guidelines or policies issued by the Landlord in respect of entry to or occupation of the market land from time to time; and</li> <li>(c) the Landlord's safety measures, environmental management plan and occupational health and safety plan.</li> </ul>
<b>Insurances</b>	<p>The Tenant must, at its own cost, effect and maintain at all times during the term with insurers acceptable to the Landlord insurance for:</p> <ul style="list-style-type: none"> <li>(a) public liability for at least \$20 million per occurrence;</li> <li>(b) the Tenant's fixtures, stock and other items in the Premises for which the Tenant is responsible against loss or damage for their full replacement value;</li> <li>(c) loss of profits in respect of the Tenant's business;</li> <li>(d) any person employed by the Tenant as required by any law relating to workers' compensation; and</li> <li>(e) any other insurance required by law.</li> </ul> <p>All of the Tenant's insurances must note the interests of the Landlord, any mortgagee of the Landlord and any other person the Landlord nominates.</p> <p>The Tenant must provide evidence of the insurance:</p> <ul style="list-style-type: none"> <li>(a) immediately after it is taken out;</li> <li>(b) within 20 business days of each anniversary of the commencement date; and</li> <li>(c) at such other times when reasonably required by the Landlord.</li> </ul>

ISSUE	DESCRIPTION
<b>Tenant's Repair and Maintenance</b>	<p>The Tenant must (subject to the exceptions set out in the Lease):</p> <ul style="list-style-type: none"> <li>(a) maintain, replace, repair and keep the Premises in good and substantial repair, working order and condition, to the same standard and condition as at the earlier of the Commencement Date and the date that the Tenant first accessed the Premises;</li> <li>(b) maintain, repair and keep the Tenant's fixtures, fittings, plant and equipment in good and substantial repair, working order and condition; and</li> <li>(c) keep the Premises fitted out in accordance with and to the standards approved by the Landlord.</li> </ul>
<b>Landlord's Repair and Maintenance</b>	<p>The Landlord must, subject to the Tenant's repair and maintenance obligations, use all reasonable endeavours to maintain the building, within which the Premises are contained, in a structurally sound condition.</p> <p>The Landlord may, at the Tenant's cost, remove any waste left by the Tenant or the Tenant's Agents in any part of the Warehousing Complex (other than the Premises or areas designated for the collection of waste pursuant to the Operating Rules).</p>
<b>Tenant's works</b>	<p>The Tenant must not carry out any works to the Premises without the Landlord's approval.</p> <p>Despite anything else, the Tenant must not carry out any repair, maintenance or other works to the Premises or the Market Land (even if the Tenant is liable to do those works under this lease) if the repair, maintenance or other works affects:</p> <ul style="list-style-type: none"> <li>&gt; the structure of the Premises or the Market Land;</li> <li>&gt; any Service;</li> <li>&gt; the Common Areas; or</li> <li>&gt; the Landlord's Maintenance Items.</li> </ul>
<b>Assignment and Subletting</b>	<p>The Tenant must not assign, part with or share possession of, grant any mortgage, charge or otherwise deal with the Premises or the Lease except for in accordance with the Lease.</p> <p>The Landlord will not be permitted to unreasonably withhold its consent to the Tenant assigning the Lease where the Tenant and the proposed assignee comply with specific requirements which will be set out in the Lease.</p> <p>A change in control of the Tenant entity is treated as proposed assignment requiring the Landlord's prior written consent.</p> <p>Subletting is prohibited.</p>

ISSUE	DESCRIPTION
Termination by the Landlord	<p>The Landlord may terminate the Lease if:</p> <ul style="list-style-type: none"> <li>(a) a change in control of the Tenant entity occurs to which the Landlord has not consented;</li> <li>(b) the rent or the Tenant's other payments remain unpaid for 14 days after written notice from the Landlord;</li> <li>(c) an insolvency event of the type specified in the Lease occurs in respect of the Tenant, and the Tenant fails to prove to the Landlord within 7 days after written notice from the Landlord that it is no longer subject to the insolvency event; or</li> <li>(d) the Tenant continues not to comply with any other obligation under the Lease within a reasonable time after the written notice from the Landlord.</li> </ul>
Termination by Either Party	<p>Either party may terminate the Lease if the Premises are wholly or substantially damaged or destroyed and reinstatement by the Landlord does not start within a reasonable time or is not likely to be completed within 9 months.</p>
Holding Over	<p>If the Tenant occupies the Premises after the termination date without objection from the Landlord, it does so as a monthly tenancy at the Rent which the Tenant was paying immediately before the Termination Date increased by 4%.</p> <p>The Landlord may increase the monthly rent by giving the Tenant one month's prior written notice.</p> <p>Either party may end the tenancy by giving one month's prior written notice.</p>
Make Good obligations	<p>At the end of the Lease, the Tenant must vacate the Premises and:</p> <ul style="list-style-type: none"> <li>(a) reinstate the Premises, including services, to the same standard and condition it was in as at the earlier of the Commencement Date and the date that the Tenant first accessed the Premises;</li> <li>(b) leave the Premises in a condition consistent with the Tenant's obligations under the Lease;</li> <li>(c) subject to some exceptions in the Lease, remove the Tenant's fixtures, fittings, stock and produce from the Premises; and</li> <li>(d) give the Landlord any access cards or identification cards for the Premises.</li> </ul>
Deposit (on execution of Agreement to Lease)	<p>The Tenant must give the Landlord an amount equal to the rent for the first month of the Lease (plus GST)</p>
Extension Options	<p>The Tenant may take two further terms equal to the initial term e.g. 5 x 5 x 5 or 3 x 3 x 3 etc.</p>



# OUTGOINGS SCHEDULE

## 1 Outgoings

### 1.1 DEFINITIONS

In this clause 1:

- (a) **Outgoings Period** means for each Outgoing, the period to which the Outgoing relates;
- (b) **Outgoings** means the amounts paid or payable by the Landlord in connection with the Market Land including but not limited to:
  - (i) rates, land tax, and levies and charges imposed by any Law or Authority;
  - (ii) taxes, levies, charges, imposts, deductions, withholdings and duties imposed by any Law or Authority; and
  - (iii) charges for services which are not separately metered to an occupier of the Market Land;
- (c) **Tenant's Proportion** means for each Outgoing, the proportion that the lettable area of the Premises bears to the total lettable area assessed for that Outgoing, as determined by the Landlord and notified to the Tenant; and
- (d) **Tenant's Share** means for each Outgoing, the amount shown as 'TS' in the following formula:

$$TS = \frac{TP \times D \times O}{Y}$$

where:

TP = the Tenant's Proportion of that Outgoing (expressed as a decimal);

D = the number of days of the Term in that Outgoings Period;

O = the Outgoing for that Outgoings Period; and

Y = the number of days in that Outgoings Period.

### 1.2 PAYMENT OF OUTGOINGS

- (a) The Tenant must pay on demand the Tenant's Share of any Outgoing.
- (b) The Tenant must pay direct to the relevant Authority, or if the Landlord requires, must reimburse to the Landlord by the due date:
  - (i) all rates, taxes, levies and charges imposed or separately charged or assessed by any Law or Authority against the Premises; and
  - (ii) all rates, taxes, levies and charges imposed or separately charged by any Law or Authority in relation to the use or occupation of the Premises by the Tenant.

## 2 Charges for Utilities

- (a) The Tenant must punctually pay to the relevant Authority by the due date all Costs for:
  - (i) electricity, gas, oil and water separately metered and consumed in the Premises;
  - (ii) telecommunication services connected to the Premises; and
  - (iii) all other charges and impositions imposed by an Authority for the supply of a service to the Premises.
- (b) If the Tenant does not punctually pay an account specified in clause 2(a) of this Schedule the Landlord may pay the amount due and in that case the Tenant must promptly repay the amount paid by the Landlord to the Landlord.

## 3 Electricity and utility supply

- (a) The Landlord may, to the extent permitted by Law, elect to supply the whole or any part of the Tenant's requirements for electricity, gas, water, telephone or any other service normally supplied to the Premises by any utility supplier.
- (b) If the Landlord makes an election under clause 3(a) of this Schedule, then:
  - (i) the Tenant must pay the Landlord the price for that service that the Landlord specifies (which must not be greater than the price charged to the Landlord by the supplier); and
  - (ii) if that price is greater than the price that the Tenant would be required to pay if the Tenant had procured the service directly from a supplier, and can demonstrate this to the Landlord's reasonable satisfaction, the Landlord will endeavour to release the Tenant from the arrangements for common supply, subject to the Landlord not being in breach of its arrangements, and subject to the release not increasing the costs for supply of the service charged to the Landlord or any other tenant.
- (c) The Landlord is not liable for any Claims that the Tenant or the Tenant's Agents suffer because of any non-supply or failure of, or interruption to, any service provided by the Landlord under this clause due to any cause except to the extent provided for in clause 11.3 of the Lease.
- (d) If the Landlord does provide any service under this clause, the Landlord may elect at any time on 20 Business Days notice to the Tenant to stop supplying the Tenant with that service, so long as that service is available to the Tenant from any utility supplier.

# CONTACTS

PART A WAREHOUSING

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PART B WAREHOUSING

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George Locke

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Hansen Yuncken and the State/MMA will be available for discussions with tenants at the West Melbourne market at times and days to be advised.

The portable marketing buildings located in the Stands area will be used for these discussions.

At this stage, no appointments will be necessary and meetings will be based on a first-come, first-served basis.

