MELBOURNE WHOLESALE FRUIT, VEGETABLE AND FLOWER MARKET

# TENANT WAREHOUSING INFORMATION PACK 2014

(Part B, > 1,000sqm)









# CONTENTS

Detailed Tenant Procurement Process	3
1.0 Allocation Process & Key Dates	5
2.0 Preferred Location Plan	6
<b>3.0</b> Preferred Building Layout	7
4.0 Material Finishes Schedule	12
5.0 Building Loading Limits Schedule	14
6.0 Rental Schedule for Part B	15
7.0 Building Options	16
8.0 Draft Heads of Agreement	17
9.0 Estimate Outgoings	21
10.0 Tenant Clarification Sheet	22
11.0 Frequently Asked Questions	27
12.0 Contacts	33

### DETAILED TENANT PROCUREMENT PROCESS

#### **INTRODUCTION**

The Warehousing Tenant Information Pack has been prepared to assist the warehousing Eligible Tenants, and other prospective tenants to understand the process and timing associated with Hansen Yuncken led Part B Warehousing.

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.

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

### ELIGIBLE TENANTS AND OTHER PROSPECTIVE TENANTS

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

In the event that there is unallocated space available, once the process for allocation has been progressed with the Eligible Tenants, additional Part B Warehousing space may be offered to other market users or prospective tenants, including those businesses who did not respond to the 2012 Warehousing EOI.

#### **KEY DATES**

The Part B Warehousing has a number of key dates that are required to be met in order for Hansen Yuncken to meet its required benchmarks for financial close; including:

- Confirmation of preferred pad locations
- Proposed building configuration plan
- Tenant Requirement Checklist
- Draft Heads of Agreement

The confirmation of Part B Warehousing for Eligible Tenants and prospective tenants must be completed by **Mid-March 2014.** 

The date for Part B Warehousing completion is anticipated to be approximately 7 months after planning approval. After the release of the Tenant Information Pack, Hansen Yuncken will be conducting lot allocation meetings at the existing trading floor for eligible tenants. The attached Allocation Process and dates outlines the process.

#### **LOCATION & LAYOUT**

The attached Site Plan shows the location of Part B Warehousing and the attached Building Plan shows an indicative configuration for pads B,C,D,E or FB/C subject to tenant demand.

The attached indicative layout plan shows how the various spaces of minimum 1000m2 may be arranged, which will be subject to actual Eligible Tenant demand for spaces and the following completion Spatial Mapping as describe below.

#### CLARIFYING INTEREST IN PART B WAREHOUSING, ELIGIBLE TENANTS

Hansen Yuncken will discuss the Part B Warehousing Building options with the Eligible Tenants to clarify their intended requirement especially in relation to:

- Size of warehousing space
- Warehouse configuration and operational efficiencies.
- Time frames for Warehousing Building works
- What is included in the rents (staging areas/base building specification).
- What is not included in the rents (tenant fitout, refrigeration and cool rooms, out goings, etc)

This will commence in the West Melbourne Markets in Footscray approximately 1 week after the release of this document. Times and dates to be advised.

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

## DETAILED TENANT PROCUREMENT PROCESS

#### WAREHOUSE ALLOCATION PRINCIPLES

Below is the procedure for warehouse allocation:

- Eligible Tenants first rights to location and extent of warehousing (e.g. over Other Tenants – who will only have an opportunity to acquire warehousing once the Eligible Tenants requirements have been fully considered).
- Store holders will receive priority for location of warehousing – e.g. to nearest warehouse pad or pads (where applicable).
- The location of a store holder on a warehouse pad may be subject to shuffling for building economy (e.g. larger warehousing spaces on the ends and smaller between).
- If a warehouse pad is 'oversubscribed' and if some store holders have two warehouse pads that have similar travel distances from their stores, their warehousing location may be moved to the other warehouse pad.
- 5. Alternatively, the store holders warehouse areas will be checked against the 2012 EOI submissions and those that have increased their area may be given an option to reduce their warehouse area to the 2012 EOI size or move to another warehouse pad to enable the Eligible Tenant store holders to be accommodated.
- 6. Location of non-store holder warehousing will be based upon:
- remaining areas on each warehousing pad after considering store holders needs;
- preferences for particular warehousing locations by prospective warehousing tenants;
- nature of the warehouse tenant's business and requirement to be located in a specific area (e.g. provedores, retailers, distributors, support services do not require specific locations)
- co-locating or proximity of similar types of services (e.g. forklift servicing, suppliers, retailers, etc)
- Remaining warehousing space on each warehouse pad to ensure they satisfy the minimum occupation requirements to achieve the earliest building commencements for all warehousing tenants.

- This process is only applicable if an Eligible Tenant provides the necessary commitments required by the Developer and has sufficient financial capacity to satisfy the financier.
- 8. This process does not apply to a store holder if they are not an Eligible Tenant, in which case they will be considered to be an Other Tenant.

#### CLARIFYING INTERESTS IN PART B WAREHOUSING, PERSPECTIVE TENANTS.

Following clarification of the Part B Warehousing requirements by the eligible tenants, Hansen Yuncken will discuss opportunities for Part B warehousing for other market users/perspective tenants. These entities may be allocated Warehousing space (subject to availability).

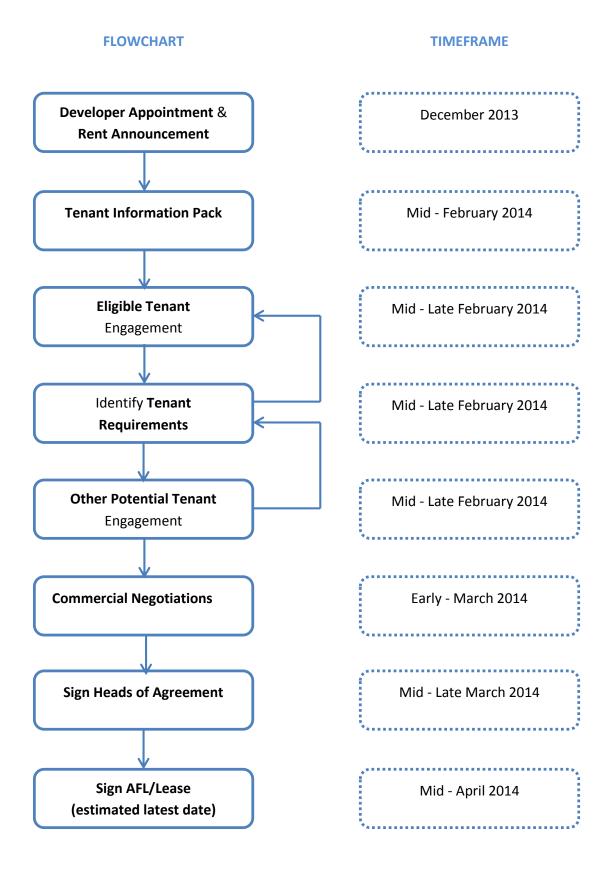
#### FREQUENTLY ASKED QUESTIONS

The attached Frequently Asked Questions section provide further information to the tenants around the warehousing process.

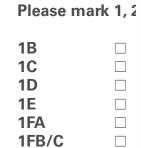
#### **NEXT STEPS**

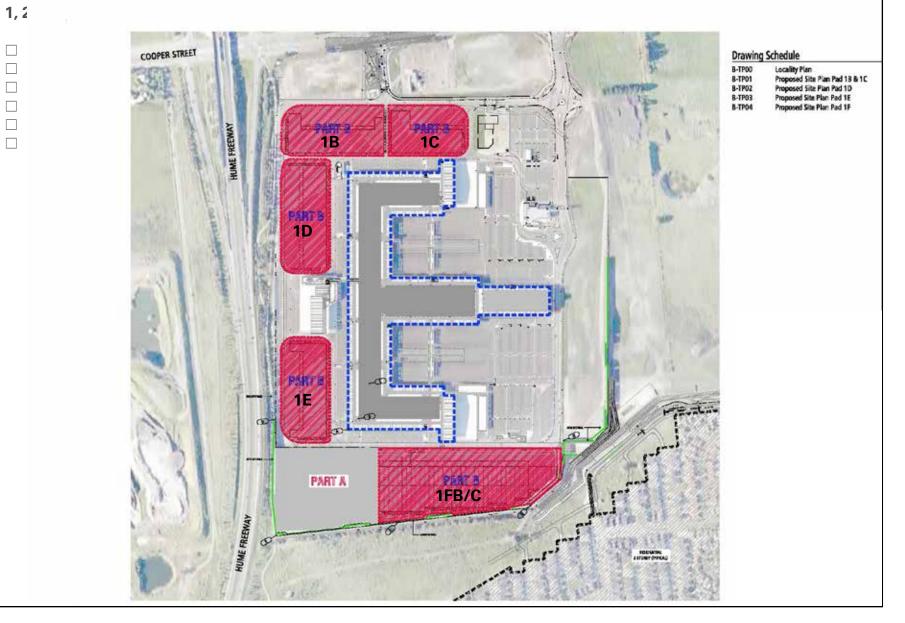
Hansen Yuncken will be in contact and will organise meetings with the eligible tenants after the Tenant Information Pack has been issued to progress development of Part B warehousing.

#### **1.0** ALLOCATION PROCESS & KEY DATES



#### 2.0 PREFERRED LOCATION PLAN

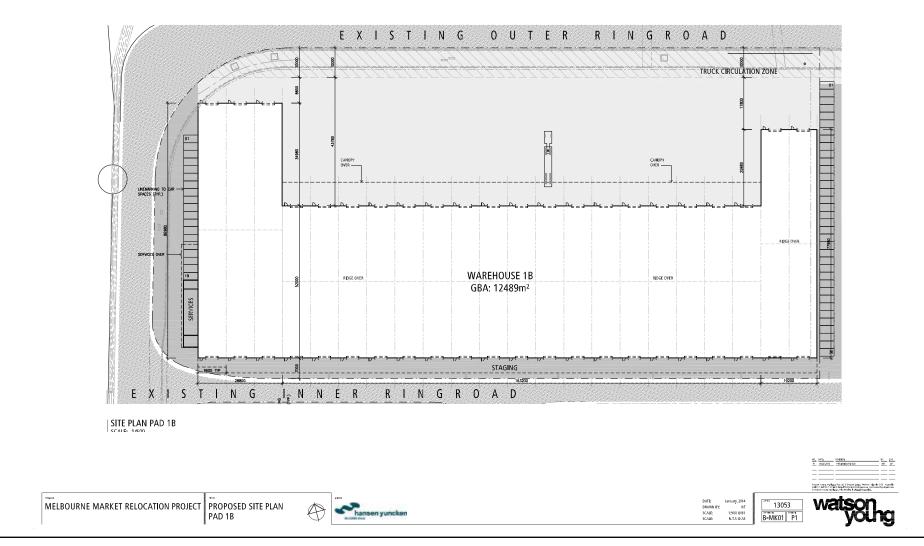




#### **BLOCK 1B**

These configuration are indicative only.

Please mark up your building configuration on your preferred site location.



DEVELOPMENT ANALYSIS - PAD 1B

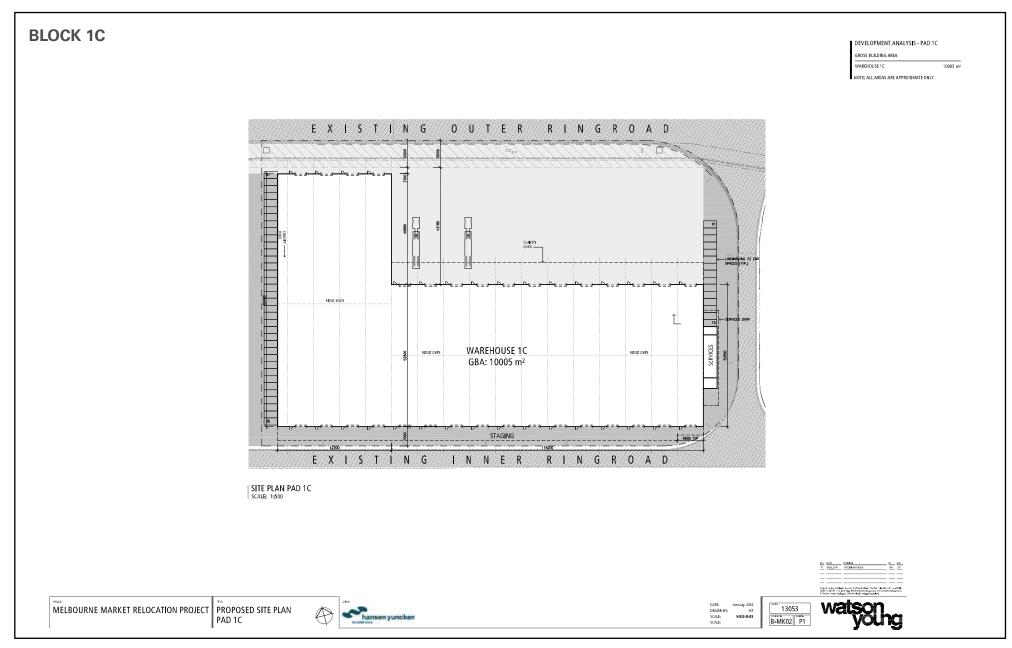
NOTE: ALL AREAS ARE APPROXIMATE ONLY

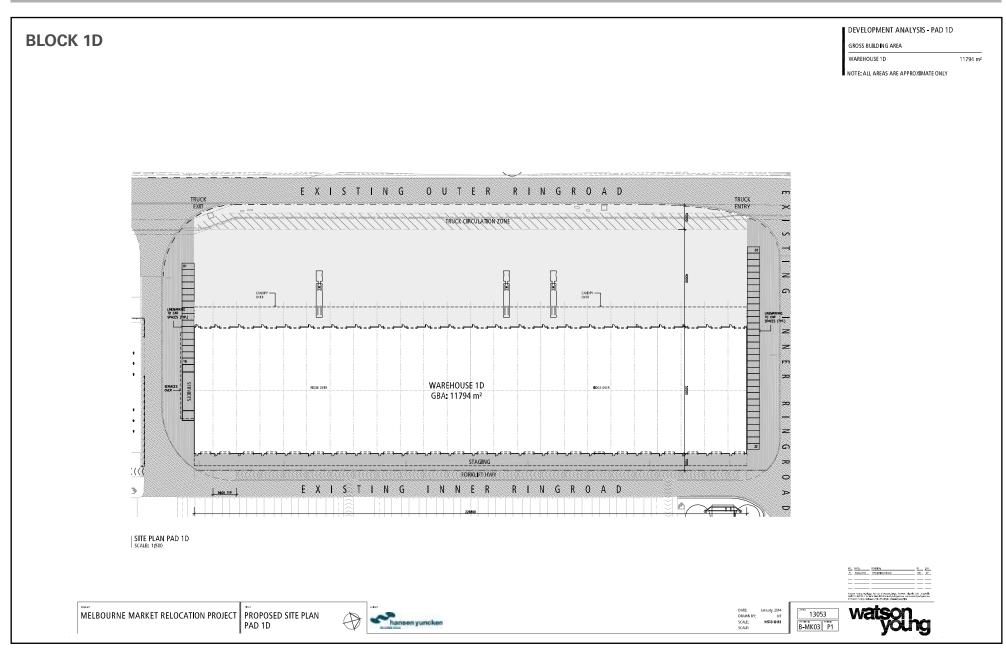
12489 m<sup>2</sup>

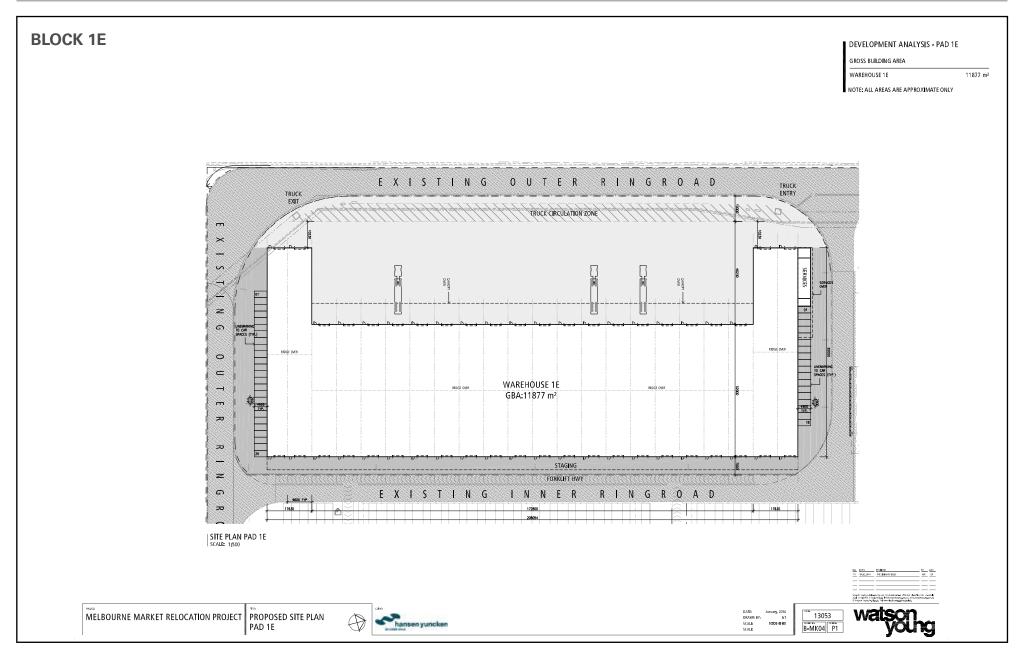
GROSS BUILDING AREA

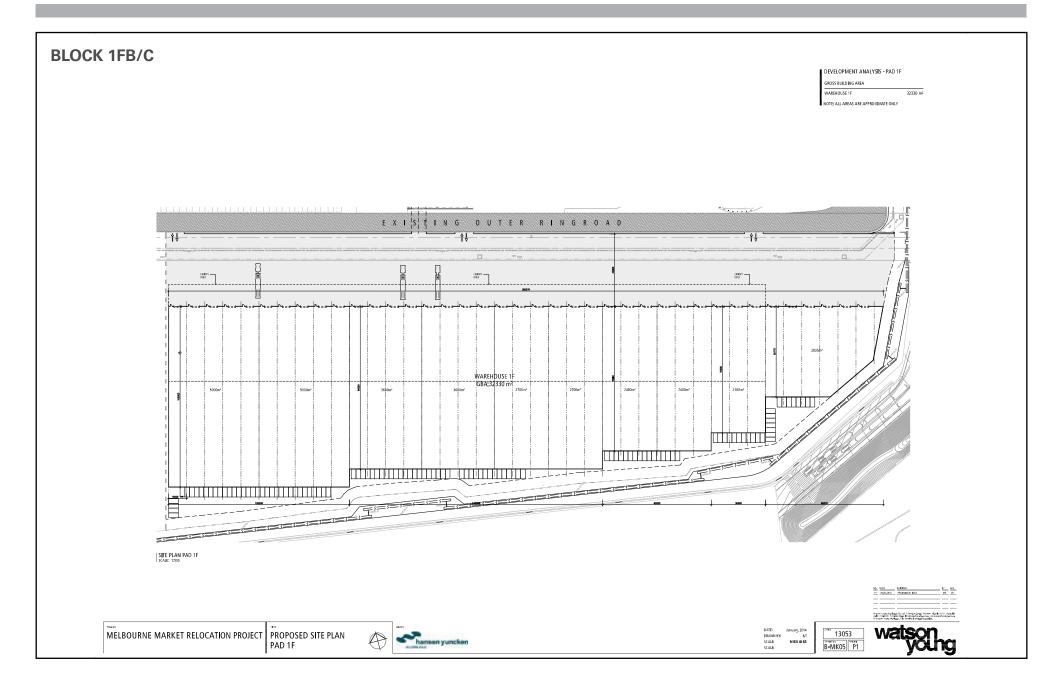
WAREHOUSE 1B

MMRP Tenant Pack









## 4.0 MATERIAL FINISHES SCHEDULE

The following schedule provides information on the material finishes for the Part B Warehousing Standard Building.

ltem	Description	Material / Finish / Details
Ground Slabs		
1	Warehouse – Internal	Maximum point load from racking of 6 tonnes,2.5 tonne SWL forklift with maximum front axle load (including weight of forklift) of 5.5 tonnes. Unlimited repetitions. Maximum Uniformly Distributed Load of 35 kPa.
2	Warehouse – External	All external hardstanding areas for trucks shall be concrete pavements designed to withstand the use of a B-Double, Maximum dual truck axle load of 9.6 tonne (maximum permissible load under NASRA guide lines), unlimited repetitions. 2.5 tonne SWL forklift with maximum front axle load (including weight of forklift) of 5.5. Portion of hardstand is allowed for in the base building maximum rent.
Structure		
1	Warehouse framing system	Portal frames spaced at approximately 9.5m, dependant on structural efficiencies and final building configuration. Structural steel will be finished with a zinc phosphate primer on wire brushed steel finish. Structural steel portal frame with spring height of 8 metres.
Walls		
1	External Wall (insulated)	Pre-cast concrete dado wall panels (1.2m high), Insulated wall panel, using 'Kingspan' KS1200CS or equivalent, 125mm thick, FM rated for fire resistance.
2	External Wall (non-insulated)	Pre-cast concrete dado wall panels (1.2m high), Colorbond® metal sheet, sisilation/sarking (above dado wall).
3	Inter-tenancy Wall	Internal tenancy walls are post and rail galvanised steel sections.
4	Inter-tenancy Wall (Option)	Insulated wall panel, using 'Kingspan' KS12100CS or equivalent, 100mm thick, FM rated for fire resistance. Flush coved floor/wall junctions to 6m high (part of tenant fit out).
Roof		
1	External roof	Profiled Colorbond® metal sheet or similar, with sisilation/sarking and safety mesh under.
2	Ceiling (Insulated)	Insulated ceiling panel, using 'Kingspan' KS 1100CS or equivalent. 100mm thick, FM rated for fire insulation. Dependant on tenant requirements e.g trafficable access, loads and spans
Doors		
1	Fork lift access	Roller shutter door 4.2m wide by 4.0m high. The roller doors will be lockable and manually operated motorised type.
2	Pedestrian door	External pedestrian access door to tenancy space.

### 4.0 MATERIAL FINISHES SCHEDULE

3	Roller Shutter	Roller Shutter doors are to be galvanised with spray painted finish externally. Rollers shutters to be motorised with manual chain override. Dimensions of RSD's to be 6m high by 5m wide to drive-in flush dock locations.
Power & Lightin	ng	
1	Power Services	Power - supply requirement is based on 25VA/m2 of warehouse with the provision of additional load to allow for base building services such as mechanical ventilation, exhaust fans etc as required. Main switchboard to comply with the current Australian Standard. Provision of Distribution Boards to comply with the current Australian Standard.
2	Lighting Services	Lighting - Warehouse light fittings to be metal halide pulse start with maintained uniform illumination levels as required in the Australia standard (lux levels excl racking)
3	Mechanical Services	Mechanical services shall include Smoke exhaust/clearance and ventilation to Warehouse in accordance with the BCA. Relief air may be provided via weather proof grilles mounted to external walls, complete with vermin proof screens and dust filters.
4	Fire Services	Fire Services to provide an Automatic Fire Sprinkler Services designed, constructed and commissioned in accordance with the regulations and requirements of AS 2118 and generally providing the following protection: Warehouse - ESFR design and installation in accordance with the current Australian Standard and FM data sheet. The sprinkler system is to be connected to an occupant warning system. Hydrants, hose reels, smoke detection and extinguishes in accordance with the requirements of the BCA. All pipework to be primed with one coat red oxide primer and finished with 2 coats of Gloss enamel paint colour: Signal RED 537
Services and E	quipment Platforms	
1	Tenant Services platform	Internal suspended high level services walkway, for tenant connection and distribution for services.
2	Tenant Equipment platform	External suspended equipment platform (on canopy) for placement of refrigeration equipment. Note, the tenant equipment must meet the maximum operating load and noise limits.

## The building shall comply with the the Building Code of Australia, Statutory Authorities and Australian Standards.

*NOTE: Please refer to 7.0 - Building Options for more information and pricing for additional building equipment and materials.* 

## **5.0** BUILDING LOADING LIMITS SCHEDULE

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

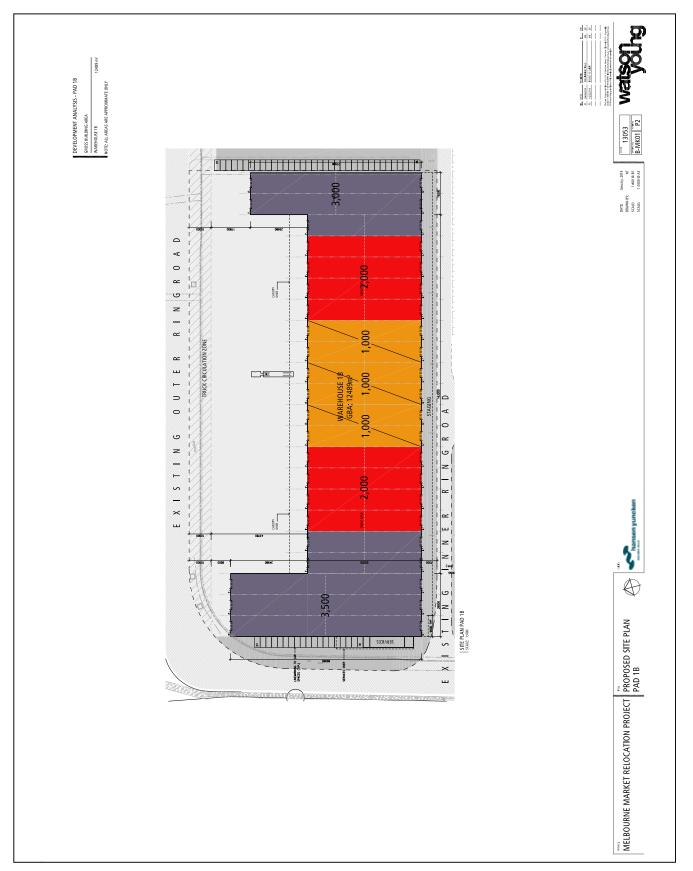
ltem	Description	Material / Finish / Details
Floor Loads		
1	Tenant Slabs	Tenants spaces can accommodate uniformly distributed live loads of 40kPa, point loads of 50kN, over a 150mm x 150mm square footprint, fork lift loads with unlimited repetition of a 5 tonne SWL and occasional maintenance using a 14 T SWL crane.
2	Hardstand Areas	Common areas are designed for a live load of 3kPa.

### 6.0 RENTAL SCHEDULE FOR PART B

A. Non-Insulated Warehouse					
ltem	3 years	5 years	7 years	10+years	
Tenancies > 1,000m2 NLA	\$107/m <sup>2</sup>	\$97/m <sup>2</sup>	\$94.5 m <sup>2</sup>	\$92/m <sup>2</sup>	
B. Insulated Warehouse					
ltem	3 years	5 years	7 years	10+years	
Tenancies > 1,000m2 NLA	\$132/m <sup>2</sup>	\$119.5/m <sup>2</sup>	\$116.25m <sup>2</sup>	\$113.25m <sup>2</sup>	

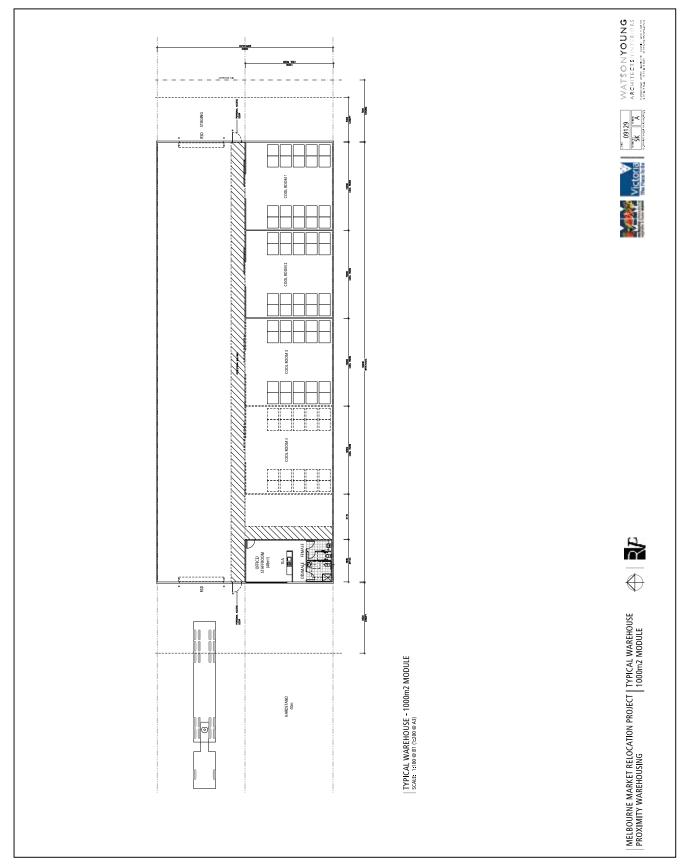
Rents are as per annum excluding GST

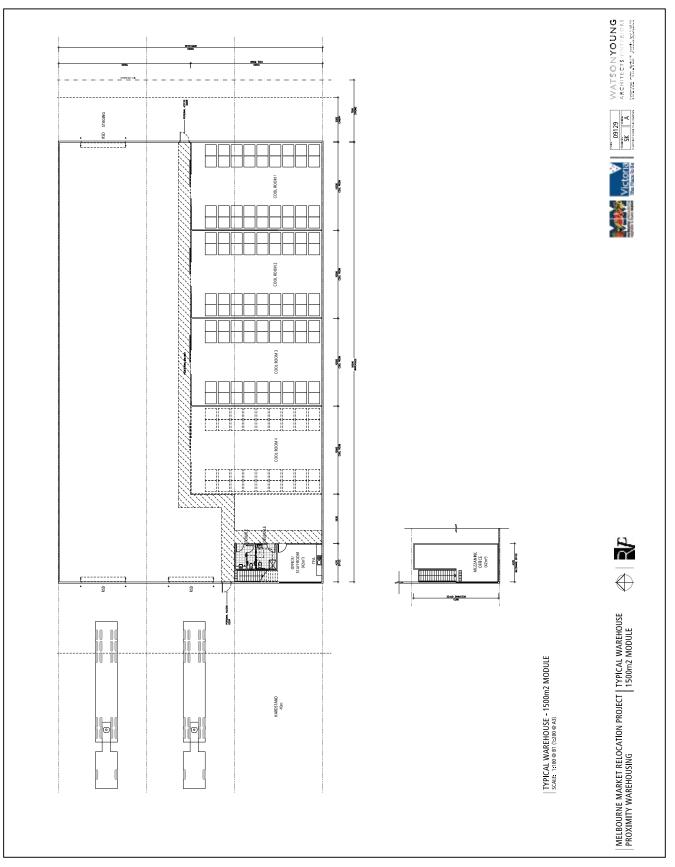
Note: These rents are subject to Part B progressing in accordance with the Ministers Statement of 20<sup>th</sup> December 2013.

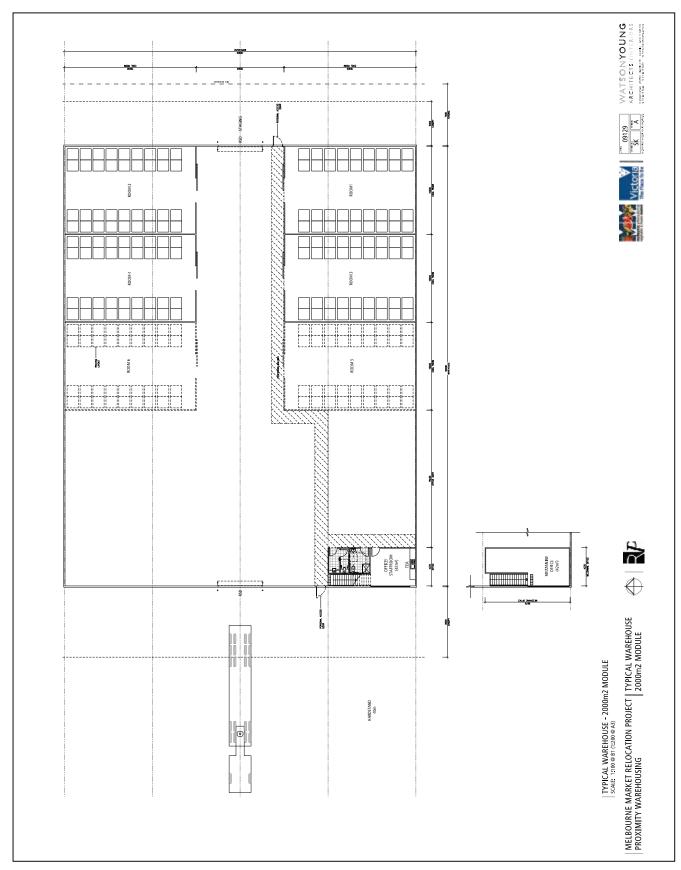


Indicative warehouse allocation for 1,000m2, 2000m2 & 3,500m2.

Potential configuration of warehouse spaces for 1,000m2, 1,500m2 & 2,000m2.









#### Draft Heads of Agreement for New Premises

Detail				
Premises	Warehouse XX, Site XX, Melbourne Markets, Hume Highway, Eppinc VIC (The Premises will be marked on a plan attached to the Lease)			
Lessor				
Lessee				
Term	xx years			
Option Term	x years, to be exercised 6 months prior to lease expiry			
Commencement Date	<ul> <li>On the later of:</li> <li>(a) the common opening date of the market; and</li> <li>(b) 2 months from the date the Premises is handed over to the Tenant for fit out.</li> </ul>			
Approximate Lettable	Type Area Unit			
Area	Office m <sup>2</sup>			
	Warehouse m <sup>2</sup>			
	Total m <sup>2</sup>			
	Land Area m <sup>2</sup>			
Car Parking	Approximately xx car spaces			
Rent (Warehousing)	\$xxxxx.00 per annum			
Rent (Hardstand)	\$xxxxx.00 per annum			
Payment Terms	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.			
Rent Review (Escalation)	On each anniversary of the commencement date, the rent will increase by 2.5% (subject to financier approval). The higher of: (a) CPI; or (b) 2.5% (subject to financiers approval)			
Market Rent Review	Every 5 years during the Term and on the exercise of an option for a further term. There is a minimum 2.5% increase following a market rent review.			
Security Amount	The Tenant must give the Landlord an amount equal to the rent for the first x months of the Lease (plus GST) in the form of a bank guarantee or insurance bond.			
Permitted Use	The Tenant is entitled to use the Premises for the storage and distribution of produce or any other ancillary use which is related to the activities of the market and approved by the Landlord in writing.			
Outgoings	<ul> <li>The Lease is semi-gross in nature.</li> <li>In addition to the rent, the Tenant must also pay for:</li> <li>(a) all services consumed or provided to the Premises (eg gas, electricity, water etc) including those which the Landlord elects to supply; and</li> <li>(b) all rates, taxes and other outgoings which are specifically referable to the Premises.</li> </ul>			
Compliance	<ul> <li>The Tenant must comply with, and make sure that its employees, agents and contractors comply with:</li> <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</li> </ul>			

cocupation of the market land from time to time; and         (c) the Landlord's safety measures, environmental management plan and occupational health and safety plan.         Insurances       The Tenant must, at its own cost, effect and maintain at all times during the term with insurers acceptable to the Landlord' insurance for: <ul> <li>(a) public liability;</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 or reasonably required by the Landlord.</li> <li>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.</li> <li>The Tenant must provide evidence of the insurance:</li></ul>		
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Termination by the	The Landlord may terminate the Losso if:			
Termination by the Landlord	The Landlord may terminate the Lease if: (a) a change in control of the Tenant entity occurs to which the Landlord has not			
	consented;			
	<ul> <li>(b) the rent or the Tenant's other payments remain unpaid for 14 days after written notice from the Landlord;</li> </ul>			
	(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			
	(d) the Tenant continues not to comply with any other obligation under the Lease (which can be remedied) within a reasonable time after the written notice from the Landlord.			
Termination by Either Party	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.			
Holding Over	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 2.5%.			
	The Landlord may increase the monthly rent by giving the Tenant one month's prior written notice.			
	Either party may end the tenancy by giving one month's prior written notice.			
Make Good	At the end of the Lease, the Tenant must vacate the Premises and:			
Obligations	<ul> <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> </ul>			
	<ul> <li>(b) leave the Premises in a condition consistent with the Tenant's obligations under the Lease;</li> </ul>			
	<ul> <li>subject to some exceptions in the Lease, remove the Tenant's fixtures and stock from the Premises; and</li> </ul>			
	(d) give the Landlord any access cards or identification cards for the Premises.			
Deposit (on execution of Agreement to Lease)	The Tenant must give the Landlord an amount equal to the rent for the first month of the Lease (plus GST).			
Legal Costs	Each party will be responsible for their own legal costs in relation to the respective transaction documents in this matter, including but not limited to the Agreement to Lease and Lease documentation.			
GST	All payments to be made by the Lessee including, but not limited to, rent and contributions to outgoings, are calculated without regard to GST. If any such payment is for a taxable supply by the Lessor, the Lessee will pay to the Lessor an additional amount equal to the GST imposed.			
Signage Rights	Signage rights will be made available to the lessee at no cost. Signage will be subject to authorities consent.			
Confidentiality	All terms and conditions contained herein are to remain confidential. This applies to both the Lessor and Lessee and any third parties involved in negotiations (including professional advisers).			
Special conditions	This proposal and all terms and conditions within, other than those relating to confidentiality, are subject to:			
	<ol> <li>Lessee Board Approval;</li> <li>Lessor Board Approval.</li> <li>Finance Approval</li> </ol>			

Name

Name

-----

Date: \_\_\_\_\_

(as a guide only)

lte	em		Amount
Statutory	Rates General Water & Sew Land Tax (not recoverable)		
Insurances			
Emergency Services (fire levy)			
Electricity (payable directly by tenant)			
Air Conditioning (payable directly by tenant)			
Supervision			
Fire Protection			
Repairs & Maintenance			
Security (payable directly by tenant)			
Cleaning/Rubbish Removal/Toilet Requisition	s/ Pest Control (payable	e directly by tenant)	
Gardens & Landscaping (payable directly by	tenant)		
Administration	Management Fees Administration Audit Fees Technical Consultants		
		TOTAL	

Please email the Tenant Clarification Sheet to **warehousing**@hansenyuncken.com.au prior to the meeting with Hansen Yuncken at West Melbourne Market. If this is not possible, please bring this document with you to the meeting.

#### **TENANT DETAILS**

Company Name:
Representatives Name:
Email address:
Contact Telephone Number:
Number of employees at the proposed facility:
Key Use of Facility:
Diduces an end to the 2010 Market Market EQU2
Did you respond to the 2012 Market Warehousing EOI?
Yes No

#### **INDICATIVE AREAS**

#### **Current Requirements**

Please indicate the estimated area for each of the following components of the building as required;

Warehouse:\_\_\_\_\_ m<sup>2</sup>

Coolroom:\_\_\_\_\_ m<sup>2</sup>

Office:\_\_\_\_\_ m<sup>2</sup>

Other (please specify):\_\_\_\_\_ m<sup>2</sup>

Minimum Height Clearance: Minimum warehouse clearances are known as "springing heights". With standard springing height being 8.0 metres. Do you require a different springing height?

8.0m 🗌 Other	- 🗌m
--------------	------

#### Wall Cladding:Please specify your preference of the following;

Concrete dado to 1.2 metres then metal cladding

- Concrete dado to 1.2 metres then PIR Panelling
- Full height PIR Panelling

(Note - Council may only permit certain cladding materials in some locations).

<u>Warehouse Access</u>: Please specify how many access doors are required either on grade or as sunken docks with dock levellers;

On grade d	oors			
Sunken docks:	door	S		
Are dock levellers required?	Yes		No	

<u>Loading Awnings:</u> Where possible we aim to provide loading awnings of 6.0 metres over each warehouse roller shutter door. Do you require loading awnings?			
Yes 🗌 No 🗌			
Floor Loadings: Warehouse floor slabs are generally designed to allow for 6 tonne racking point loads. Do you have any heavy equipment which is likely to exceed these loads?			
Yes No			
If yes, please specify:			
Lighting:Does your warehouse require lighting differing from normal warehouse requirements?			
Yes No			
If yes, please specify: For internal clean room facilities (please refer to pricing list "Building Specific Information")			
Fire Sprinklers: Dependent upon the building size and use, it is most likely a fire sprinkler system will need to be installed. To determine the sprinkler system best suited to your needs and the building, we need to determine the following;			
Do you store "Dangerous Goods? Yes 🗌 No 🗌			
If yes, please specify:			
Do you store flammable goods? Yes 🗌 No 🗌			
If yes, please specify:			
Power Supply:Does your warehouse require a greater than normal power supply?			
Yes No			
If yes, please specify:			

Plumbing: Does your warehouse require plumbing services for plant or equipment?		
Yes No		
If yes, please specify:		
Ventilation: Does your warehouse require ventilation or mechanical services differing from normal warehouse requirements?		
Yes No		
If yes, please specify:		
Loading/Staging Areas: Do you have any specific external loading/staging area requirements?		
Yes No		
If yes, please specify:		
External Storage: Do you need to store externally any of the following;		
Pallets Yes No		
If yes, please advise estimated area required: m <sup>2</sup>		
Waste Bins Yes No		
If yes, please advise estimated area required: m <sup>2</sup>		
Containers Yes No		
If yes, please advise estimated area required: m <sup>2</sup>		
Transport Vehicles Yes No		
If yes, please advise estimated area required: m <sup>2</sup>		

Special Requirements: Do you have any special requirements?		
Yes No		
If yes, please specify:		
How may car spaces do you require?		
No		
Fit Out		
Туре		
Cool room m <sup>2</sup>		
Fumigation m <sup>2</sup>		
Other m <sup>2</sup>		
Ceiling Height Requirements		
m²		
WallType		
Metal Cladding		
Chain wire		
Racking		
What Type?		
In-Floor Drainage?		
Yes No		

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

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 900m2 or less (in sizes of 100, 200, 300, 600 or 900m2) and will include a common loading/unloading area, common kitchen meeting room and toilet facilities This will be a via a lease with the MMA.

Part B Market Warehousing - for tenants requiring over 1,000m2. 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

FAQ	Response
How will the location of warehousing be allocated?	The Part A warehousing will be located in the south-west corner of the Melbourne Market precinct. The location of a business's warehousing 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. 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.
	A primary objective will be (in the first instance) to locate warehousing as close as possible to a business's store.
Who is eligible for Market Warehousing (Part A or Part B)?	<ul> <li>The businesses that are eligible for market warehousing include:</li> <li>The businesses that responded to the 2012 Market Warehousing EOI ; and</li> <li>The stand holders that have a loss of stand area as announced by the Minister in December 2013.</li> </ul>
	The State may offer Market Warehousing to other businesses, depending on the take up by eligible tenants

Can Labtain mars (as loss)	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.
Can I obtain more (or less) warehousing space than requested in my 2012 Warehousing expression of interest submission?	The government will review the actual take up of Market Warehousing under Parts A & B against the amount indicated in the responses to the 2012 Market Warehousing EOI before deciding whether to make more Market Warehousing available.
	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.
How will tenants be involved in the warehouse design?	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.
	The tenants will have opportunities to meet with Hansen Yuncken and discuss their individual business needs, including fit-out requirements.
	The Part A & Part B warehousing design and lease rents have been based on a standard modular design concept.
If I change the design or require additional works, does this affect the lease rent?	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). Depending on the nature of the requested alteration or additional works, the costs may be recovered through the rent or as a capital cost.
When will warehousing be ready to move in?	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 the builder.
	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.
What penalties apply if the warehousing is not completed as contracted?	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.
	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.

I didn't respond to the 2012 Warehousing expression of interest. Can I still get warehousing?	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: 'Those who choose not to participate in the EOI process will not be eligible for the initial round of warehousing in the market.' The government may decide to offer warehousing to businesses which did not participate in the 2012 Market Warehousing EOI process, which may be subject to demand and the amount taken up by the eligible tenants.
When and what type of commitment is required to secure warehousing?	<ul> <li>In order to secure either 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.</li> <li>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.</li> <li>For Part A warehousing, the tenants will be required to provide binding commitments and security by mid March 2014.</li> <li>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.</li> </ul>
What happens if my warehousing isn't available when the market opens?	The current market operates with a mix of on-site and off-site warehousing. The government may explore a range of options in the event that Market Warehousing is not available when the market opens. This may include allowing tenants to continue to operate from the warehousing at Footscray Road in West Melbourne for a period of time.

Will car parking be provided for Market Warehousing?	<ul><li>There may be an opportunity for some car parking to be provided as part of the Market Warehousing, subject to all legal, planning, traffic management and MMA requirements.</li><li>In Part A warehousing there is no provided car parking, other than common area short term loading and unloading bays.</li><li>In Part B warehousing the tenants will have a hardstand area that could be used for parking.</li></ul>
Will there be any restrictions or rules that apply to operating Market Warehousing?	<ul> <li>Hours of operation - Market Warehousing will be able to operate 24 hours, seven days per week.</li> <li>Noise - the current noise restrictions that apply to the Melbourne Market precinct will also apply to all Market Warehousing.</li> <li>Types of use - the Market Warehousing must be related to the operation of the market, comply with the market's operating rules and all other MMA requirements.</li> <li>Competition with the trading floor - 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.</li> </ul>
Is subleasing of warehousing allowed?	No sub-leasing will be permitted for Part A warehousing. Sub-leasing for Part B warehousing will depend upon the terms and conditions established by Hansen Yuncken.
What is the relationship between existing leaseholders of warehousing at Footscray and the offer for warehousing being made at Epping?	There is no relationship. 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.
Is Market warehousing available for uses other than the storage of produce?	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.

What conditions would apply in relation to future uses of the market warehousing?	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).
Are warehousing staff and employees required to have Market Access Cards?	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.
What services are provided?	<ul> <li>The following services are available for reticulation from a connection point by the tenant as part of the tenant fitout works:</li> <li>Natural gas</li> <li>Electricity (3 phase and single phase)</li> <li>Domestic potable water</li> <li>Data and communication services</li> <li>Sewer</li> <li>Stormwater</li> <li>There is no access to the central refrigeration plant for market warehousing.</li> <li>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.</li> </ul>
Is freehold available?	There is no opportunity to purchase freehold for market warehousing.
What type of construction materials will the Warehousing be made of?	<ul> <li>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.</li> <li>Part B warehousing includes:</li> <li>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>Insulated Build - concrete dado walls, structural steel frame with insulated panel walls and roof, colourbond metal sheet roof, concrete floor, colourbond roller doors as a base building.</li> <li>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>

	The rents do not cover outgoings.
Do the rents include outgoings? If not, what will the outgoings be?	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.
	Refer to the commercial terms sheet for further information on outgoings.
	Tenant fitout works are the responsibility of the tenant, which may be provided by the tenant engaging their own contractors.
What do I need to do to fitout my warehouse space?	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.
	For Part B warehousing, Tenants may engage Hansen Yuncken to provide the tenant fitout works (depending on the nature of the works and Hansen Yuncken's agreement), which may involve an increase in the rent, or a capital cost to be paid by the tenant to Hansen Yuncken. For Part B warehousing, proposed tenant fitout works will be subject to approval from Hansen Yuncken.

### 12.0 CONTACTS

**Part A Warehousing:** Trevor Angst 0412 621 574 or Brendan Edleston 9655 8549 / 0419 541 137 or via email at mmrp.warehousing@dsdbi.vic.gov.au

**Part B Warehousing:** Kurt Beckhaus 0412 039 293 or George Locke 0457 704 521 or via email at warehousing@hansenyuncken.com.au

Hansen Yuncken and 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.

Please refer to the appointment book outside the 'Epping Centre' office to schedule your meeting for either Hansen Yuncken or the State.



**Contact:** Hansen Yuncken Pty Ltd Level 3, 479 St Kilda Road Melbourne, VIC, 3051