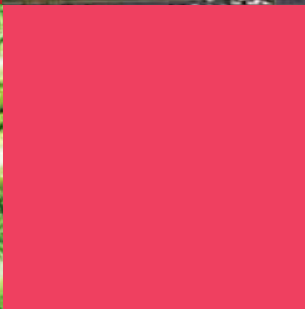
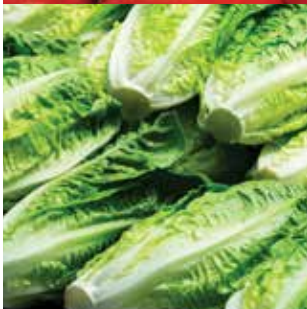
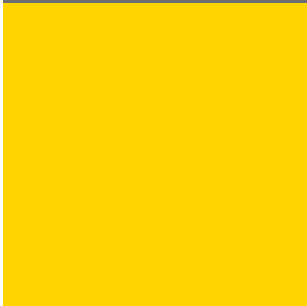
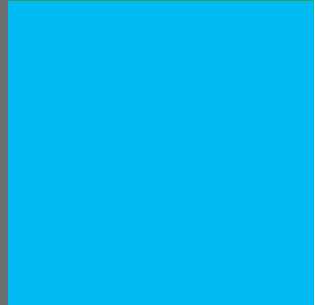


Information Pack for Wholesale Tenancy 105 Buyers' Walk Melbourne Market



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Tenancy 105 site plan	6-7
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Services schedule	10-11
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The material in this document has been prepared by various sources including but not limited to original construction drawings and specifications. The Information has not been verified and contains discrepancies. The material is for general background information purpose only. It does not consider the circumstances of any particular person. Interested parties should seek independent commercial and legal advice to suit their specific circumstances. No representation is made as to this material's accuracy or completeness and the Melbourne Market Authority accepts no liability for any errors, omissions or misstatements. A person should rely only on their verified enquiries, information and independent advice.

Any tenant fit out of Tenancy 105 is subject to the approval of the Melbourne Market Authority and must follow the established tenant fit out guidelines.

A unique opportunity exists to tenant the state of the art, and world-class facilities at the Melbourne Market. Tenancy 105 has recently become available on the highly sought-after Buyers' Walk at the Melbourne Market, located in the suburb of Epping in Victoria.

This property boasts lots of potential in a prime location on the Buyers' Walk of the Melbourne Market, which is otherwise at full occupancy.

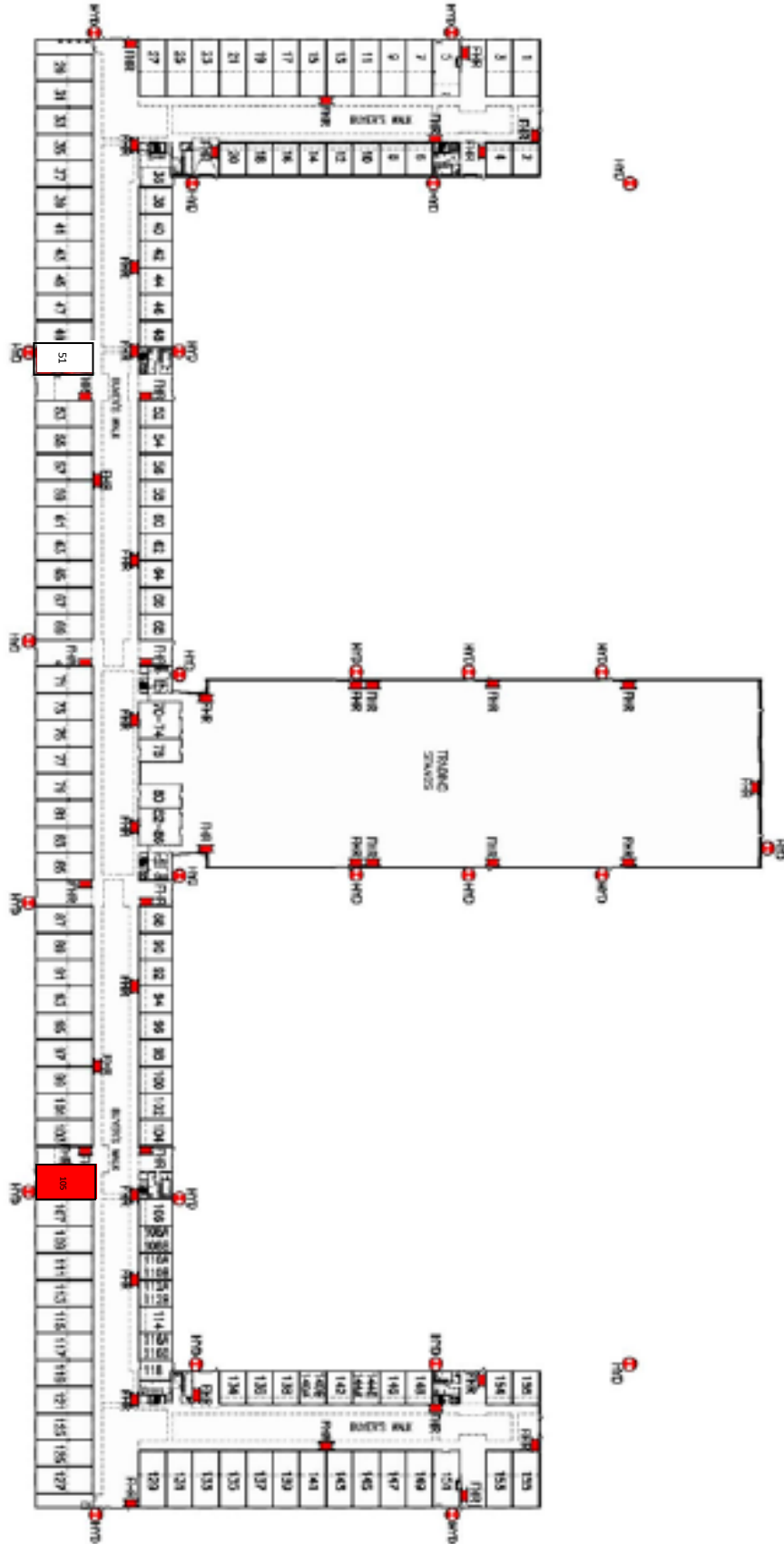
The Melbourne Market invites expressions of interest in Tenancy 105 and has a vision for Tenancy 105 to operate as a wholesale store going forward. Expressions of interest for the wholesale store will be assessed on a number of factors, including but not limited to:

- Financial return of expression of interest;
- Term (including option terms);
- History (if any) of operations and credit/financial history at the Melbourne Market (or other central market);
- Financial and technical capacity of proposed tenant;
- Product lines offered by proposed tenant; and
- Fit out requirements.

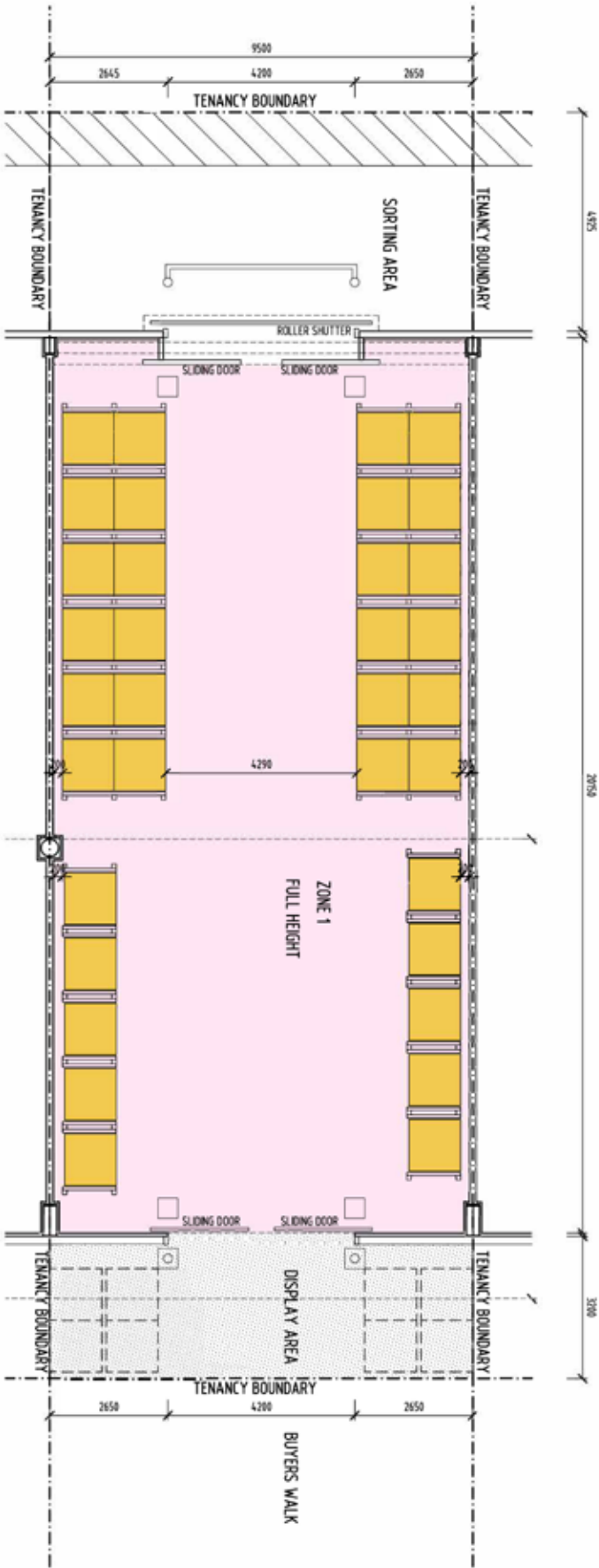
- Expression of Interest open Tuesday 22 December
- Expression of Interest close Monday 1 February
- Property allocated Monday 8 February
- Tenant execution of Agreement for Lease Monday 15 February
- Builder for the Landlord's works appointed Monday 22 February (Base build)
- Payment of rent for one month (plus additional rent if applicable)
- Provide security bond required under the terms of the agreement for lease and lease by bank guarantee (six months' rent plus GST)

BUYERS WALK SITE PLAN

TENANCY LOCATION



TENANCY 105 PLAN



NOTES:

- DRAWINGS ARE GENERIC ONLY. FOR PRECISE DIMENSIONS REFER TO NUMBERED TENANCY DRAWINGS OR MEASURE ON SITE.
- PALLET RACKING LOCATIONS AND SIZES ARE INDICATIVE ONLY.



WORKSHOP ARCHITECTURE

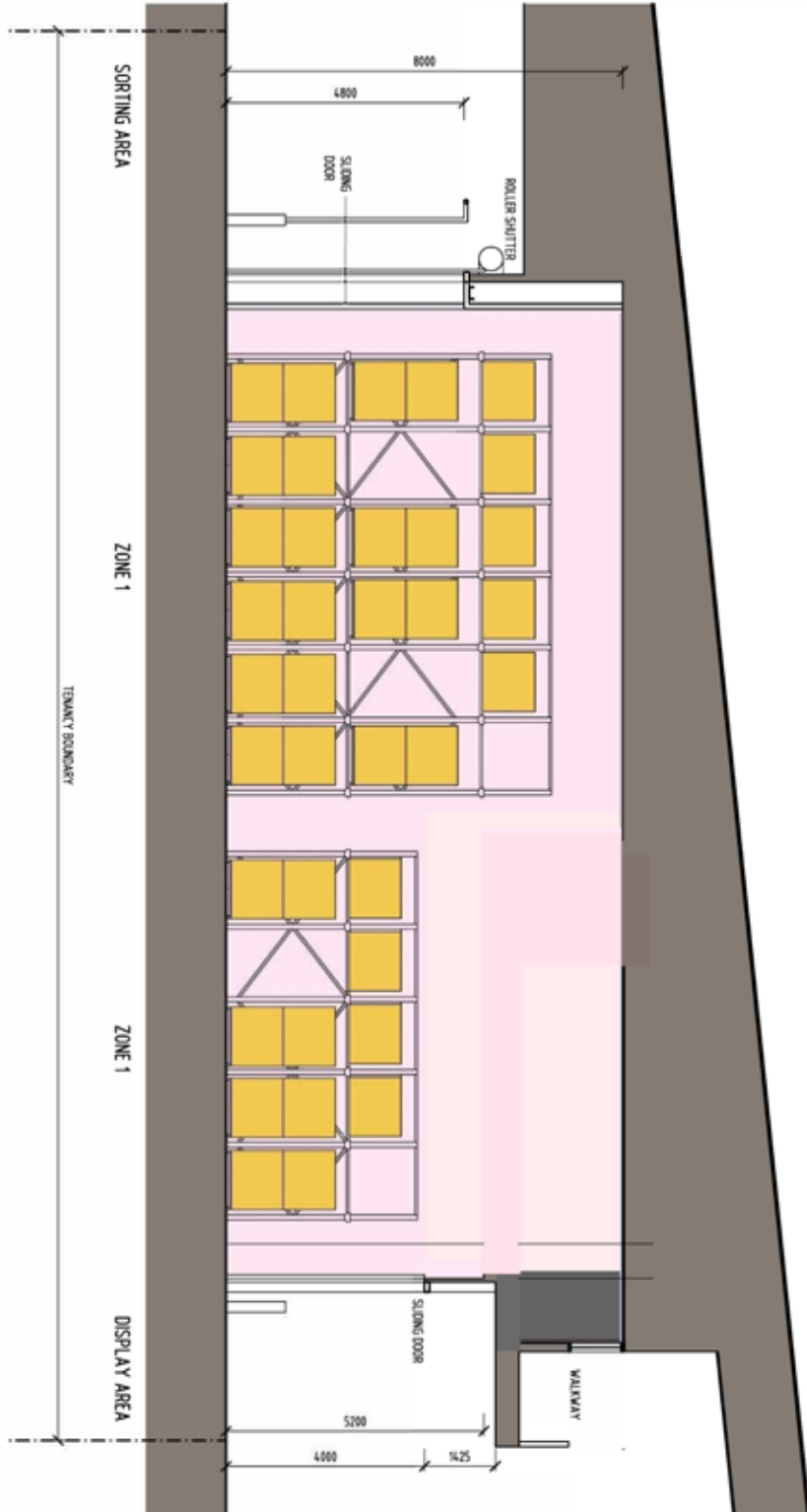
ACN 131 877 808
First Floor 388 Spencer Street
West Melbourne VIC 3003 Australia
T +61 3 9326 8322 F +61 3 9326 8377
mail@workshoparch.com.au
www.workshoparch.com.au

LARGE STORE: OPTION A

TENANCY FIT-OUT TRADING STORES AT MELBOURNE MARKET
proprietor MELBOURNE MARKET AUTHORITY
job no 14/18 STORE
file name L_EC/P_1.9
scale 1:100 @ A3 SIZE
drawn by ME
rev no 02
date 07/04/16
issue PRELIMINARY

SK 1.01

TENANCY 105 PLAN



NOTES:

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- PALLET RACKING LOCATIONS AND SIZES ARE INDICATIVE ONLY.



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LARGE STORE SECTION : OPTION A

TENANCY FIT-OUT TRADING STORES AT MELBOURNE MARKET

proprietor MELBOURNE MARKET AUTHORITY
job no 14/85108
file name L_EC/sec
scale 1:100 @ A3 SIZE
drawn by PK
rev no 01
date 07/04/16
issue PRELIMINARY

SK 4.01

BASE BUILD MATERIAL SCHEDULE

ITEM	DESCRIPTION	MATERIAL/FINISH/DETAILS
GROUND SLABS		
1	Tenancy 105 - Internal	Reinforced (PT) concrete slab with Ashford formula non-slip finish and anti- microbial treatment.
2	Tenancy 105 - External Rear	Asphalt staging area, line marking as required.
3	Tenancy 105 - External Front	Reinforced (PT) slab with Ashford formula non-slip finish and anti-microbial treatment to licensed stock display area
STRUCTURE		
1	Tenancy 105 framing structure	Structural steel portal frame, with optional second floor office area (at tenant's cost) to a total height of 8m and no central internal columns.
WALLS		
1	External Wall	Concrete dado wall PIR panel or Colorbond above.
2	Inter-tenancy and or common area walls (standard)	PIR Panels on top of low concrete plinth.
ROOF		
1	External roof	Profiled Colorbond metal sheet or similar, with sarking and safety mesh under.
CEILING		
1	Tenancy ceiling	<p>Insulated PIR ceiling panel using 'Kingspan' KS1100cs or equivalent, 100mm thick, FM rated fire resistance at 6m high, with surface mounted LED light fittings.</p> <p>The insulated ceilings have restricted weight bearing capacity limited to access for routine servicing or inspection of the roof services. The ceiling spaces cannot be used for storage or occupation.</p>
DOORS		
1	Forklift access	Roller shutter door 4.2 meters wide by 4.0 high. The roller door is lockable and motorised.
SPRINKLERS		
1	Pipework	Above ceiling with wet pendant droppers.

BASE BUILD MATERIAL SCHEDULE

ITEM	DESCRIPTION	MATERIAL/FINISH/DETAILS
TENANT FIT OUT		
1	Racking	Racking, manufactured to requisite Australian Standards (as referred to in the fit-out guide), can be installed and fixed to the concrete floor using industry standard fixings to a maximum depth of 100mm. Positioning of racking will be determined by the location of Post Tension Tendons within the floor slab. Racking is not permitted to be fixed to or braced from walls. A floor scan is to be undertaken and provided to the MMA as part of the approval process for drilling (any penetrations) into the floor slab. The tenant is to install protective steel angles on the floor to prevent pallets and equipment damaging walls.
1	Cooling Zones	No cooling zones are included in the base build. Tenants can install their own cooling equipment inside of the tenancy (subject to complying with the fit-out guidelines and obtaining MMA's approval prior to installation), and connect to the existing central cooling system. Option for cool room conversion/installation by building contractor will be available at tenant's cost.
3	Toilets and amenities	There is no ability for tenants to install toilets and amenities inside the tenancy. Tenants will have access to common area amenities located around the Market and inside the main building. Each tenancy space has provision of a trade waste connection point for a sink and tap.
4	Tenant signage	Tenant signage is to be consistent with existing tenant signage and will be limited to an area nominated and approved by the MMA prior to installation.

SERVICES SCHEDULE

The following schedule provides information on the services for Tenancy 105.

ITEM	DESCRIPTION	DETAIL
STORMWATER & DRAINAGE		
1	Tenancies	A trade waste discharge point is provided near the front of the tenancy for connection of a hand basin.
MECHANICAL		
1	Ventilation - Tenancy	The main building is naturally ventilated.
ELECTRICAL		
1	Power	A tenancy sub-boards with metering facility and three phase and single-phase power is provided. One double GPO power connection and reticulation from the tenancy sub. Tenants will be required to install new RCD circuit breakers in the tenancy switchboard to suit new or additional lighting or general power requirements.
2	Lighting	Stores are fitted with LED lighting. Note, if additional lighting is required as a result of tenant fit out works is at the tenant's cost.
HYDRAULICS		
1	Portable Water	25mm cold water supply, with connection valve, will be available for each tenancy with metering facility.
2	Hot Water Units	No hot water units are included. If they are required, they are a tenant supply and install as part of the tenant fit out.
FIRE		
1	Sprinklers	The tenant spaces have sprinklers for the shell store. The tenant's fit out works may require modification to the sprinkler system, which is the responsibility of the tenant.
2	Fire Hydrants and Hose Reels	Fire hydrants and hose reels are provided around the main building in accordance with BCA and MFB requirements. The tenant is to provide fire extinguisher(s) for inside of the tenancy.
3	EWIS and Smoke detection	EWIS and smoke detection system will be provided for the store in accordance with BCA and MFB requirements. The tenant's fit out works may require modification to the EWIS and smoke detection system, with is the responsibility of the tenants
COMMUNICATIONS		
1	Communications	A data and communication services connection points to a single location are provided as part of the base build. The tenant is responsible for the reticulation of the data and communications services within the tenancy.
2	CCTV	CCTV is provided in the external areas and common area. If required in the tenancy space, the tenant is responsible for supply and install items at their own cost. The tenant must comply with MMA's "Terms of installation and use" Policy.

SERVICES SCHEDULE

ITEM	DESCRIPTION	DETAIL
HYDRAULICS		
1	Potable 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 at its own cost.
FIRE		
1	Sprinklers	The tenant spaces have sprinklers for the 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 are 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 is provided either in the services room or on the services gantry depending on location of the tenancy space 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 tenancy space, the tenant is responsible to supply and install item at its own cost.
3	CCTV	CCTV is provided in the external areas and common amenities area in Buildings 5 and 6. If required in the tenancy space, the tenant is responsible for supply and install item at its own cost. The tenant must comply with the MMA's "Terms of Installation and Use" Policy.

BUILDING LOADING LIMITS SCHEDULE

ITEM	DESCRIPTION	DETAIL
FLOOR LOADS		
1	Tenant Spaces	Tenant spaces can uniformly distribute live loads of 40kPa, point loads of 50kN, over a 150mm x 150mm square footprint, forklift loads with unlimited repetition of a 5 tonne SWL.
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 is not able to support heavy plant and equipment.

OUTGOINGS ESTIMATE

Council Rates	5.14% NAV/annum	Tenant Responsibility
Fire Services Levy	0.0531% of CIV/annum plus fixed charge commercial \$226	Tenant Responsibility
Land Tax	Applicable fee per annum	Tenant Responsibility
Water	Usage: \$2.8503/Kl Rates (Waterways, Drainage and Parks Charge): \$115 per quarter	Tenant Responsibility
Electricity	Peak \$0.305320/kWh Off peak \$0.1412120/kWh Supply charge \$1.40/day This is a bundled account, no other usage/ connection fees are payable.	Tenant Responsibility
Telecommunications		Tenant Responsibility
CCTV		Tenant Responsibility
Common Areas – waste, cleaning, power		Included in rent

Notes:

- Council rates are calculated on NAV – Net Annual Value assessed by Council for the premises.
- CIV – Capital Improved Value assessed by the Council.
- The rates and costs provided are estimates and subject to confirmation. The land tax valuation of the land is based on the site value calculated by Whittlesea Council, which forms the basis of the land tax calculation (if the value of the land exceeds \$250,000) and is based on a sliding scale.
- Details in the above table are correct as at February 2020 and are subject to change.

1. How will the store be allocated?

As there are multiple parties seeking the same space, an Expression of Interest campaign will be undertaken to determine store allocation. Expressions of interest will be assessed on a number of factors, including but not limited to:

- Financial return of expression of interest;
- Term (including option terms);
- History (if any) of operations and credit/financial history at the Melbourne Market (or other central market);
- Financial and technical capacity of proposed tenant;
- Product lines offered by proposed tenant; and
- Fit out requirements etc.

2. Who is eligible for a Market Store?

The businesses that are eligible for Market Stores include:

- Businesses that can demonstrate a relationship to existing businesses operating within the Market (if any); and/ or
- Businesses that can demonstrate its relationship to the fresh produce market.

3. When and what type of commitment is required to secure a store?

In order to secure a Market Store a tenant will be required to:

- Enter into a commercial Agreement for Lease and a lease with the MMA;
- Provide certificate of currency of requisite insurances;
- Pay the first month's rent; and
- Provide a security bond (by way of bank guarantee) equal to six months' rent (including GST) pursuant to the agreement for lease and for the term of the lease.

4. Will car parking be provided for a Market Store?

There is one parking bay allocated per store tenancy, subject to the terms imposed from time to time in relation to the access to and use of that space.

5. How will tenants be involved in the Store design?

Tenant's design requirements will be considered over the next number of weeks. The successful short-listed tenant will have the opportunity to meet with the Landlord's builder and discuss their individual needs, including fit out requirements. Note this is subject to MMA approval.

6. When will the store be ready to move in?

The completion date is dependent on the Landlord's works required, but it is anticipated to be May 2021.

7. When and what type of commitment is required to secure a Store?

In order to secure a Store, a tenant will be required to enter into a commercial Agreement for Lease and lease. Failure to execute a commercial Agreement for Lease and providing requisite items including but not limited to a security bond within the stipulated time frame may result in the tenant missing out on obtaining the Store.

8. Are there any restrictions or rules that apply to operating within the Market?

Hours of operation – Market Stores trade between 3.30am and 7am 5 days per week. Tenants can access and work within their tenancy 24/7.

Noise – the current noise restrictions that apply to the Melbourne Market precinct will also apply to all Market Stores. For further information please refer to the MMA's Environment Management Plan.

Types of use – the Market Store must be related to the operation of the Market and all other MMA requirements as applicable to the Market or as imposed by the Melbourne Market Authority from time to time.

The tenant must comply with the “Market Operating Rules” (as amended from time to time).

9. Is the Market store available for uses other than the sale and storage of produce?

The Market Store use must be compatible and complementary with the operation of the Melbourne Market and the wholesale and storage of produce. The permitted use of the Store is determined (in its sole discretion) by the MMA.

10. What conditions would apply in relation to future uses of the Market Store?

The tenants may elect to modify, upgrade or renew tenant fit outs over the term of the lease, which will be subject to the conditions of the lease, the Market Operating Rules (as amended from time to time) and with the prior written consent from the MMA.

11. Are store staff and employees required to have Market Access Cards?

Market Stores are located within the Market precinct and therefore any staff and employees using the Market Store must have access cards and pay the associated fees.

12. What services are provided?

The following services are available for reticulation from a connection point by the tenant as part of the tenant fit out works:

- Electricity (three phase and single phase)
- Data and communication services
- Domestic potable water
- Trade waste

Access to the central refrigeration plant for market stores can be requested and given at the time of fit out. For garbage and waste disposal, the tenants may elect to have this managed by the MMA and its service providers at agreed costs or by contracting directly with their party providers.

13. Is free hold available?

There is no opportunity to purchase freehold land for Market Stores.

14. What type of construction materials are the Stores made of?

Concrete dado and PIR panel - rear wall, all other walls and ceiling are PIR panels, Colorbond metal roof, concrete floor, with a structural steel frame, PIR panel doors to the front of the tenancy and steel roller doors to the rear.

15. Do rents include outgoing? If not, what will the outgoing be?

The rents do not cover outgoing. The tenants will be responsible for reticulation of service from the connection point use within their tenancies as part of the tenant fit out works.

16. What do I need to do to fit out my Store space?

Tenant fit out works are the responsibility of the tenant, which may be undertaken by the tenant engaging their own (MMA approved) contractors. A Tenant Fit Out Guide will be available explaining the process for the tenants undertaking tenant fit out works, including approvals and compliance requirements.

KEY TERMS – AGREEMENT FOR LEASE

MATTER	TERM
Premises	The premises will be marked on a plan attached to the Lease when available. The Landlord may also grant to the Tenant a right to use an additional part of the Store Complex as licensee for the purposes of a staging area. Any licensed area will be marked on a plan attached to the Lease.
Deposit	The tenant must provide 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.
Security Amount	<p>The tenant must provide the Landlord an amount equal to the rent for the first six months of the lease (plus GST) in the form of a bank guarantee prior to accessing the premises for the Tenant works and in accordance with the terms of the agreement for lease and lease.</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 for the security amount or a further cash deposit equal to the amount drawn upon by the Landlord.</p>
Landlord's Works	The Landlord will provide a base build (the Landlord's works). The Landlord will give the Tenant notice when the Landlord's Works are sufficiently completed, and the Tenant can begin accessing the Premises.
Tenant Works	<p>The Tenant Works are the fit out and other works the Tenant must carry out to make ready for use the Premises to the Tenant's occupational requirements. Before starting any of its fit-out works, the Tenant must (at its own cost):</p> <ul style="list-style-type: none"> • Obtain the Landlord's approval to its plans and specifications for the works; • Obtain the Landlord's approval to the contractors who will carry out its works; • Comply with the requirements set out in the Agreement for Lease; • Obtain all government approvals and provide these to the Landlord for inspection; • Provide the Landlord the executed Lease, evidence of its insurances, the security amount and the deposit; and • 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. <p>The Tenant must not change any of its prior approved fit out work without the Landlord's consent.</p>

KEY TERMS – AGREEMENT FOR LEASE

MATTER	TERM
Carrying out the Tenant Works	<p>The tenant must undertake the Tenant Works:</p> <ul style="list-style-type: none"> (a) At its costs; (b) In a proper and workmanlike manner using good quality materials; (c) Diligently and with reasonable speed; (d) In accordance with: <ul style="list-style-type: none"> • All government approvals relating to the Tenant's Works and Landlord's Works; • All laws and requirements; • The plans approved by the Landlord; • The Tenancy Fit Out Guide; and • The Landlord's requirements; and (e) By contractors approved by the Landlord and who have current public liability insurance for at least \$20 million.
Ownership of Tenant's Works	<p>The Tenant's works (other than floor protection, refrigeration zones and systems) will be the Tenant's Fixtures under the Lease.</p>
Insurance	<p>The Tenant must, at its own cost, effect and always maintain during the term with insurers acceptable to the Landlord insurances as specified in the Tenancy Fit-Out Guide.</p> <p>All 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 in terms, and with insurers, responsibly 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"> • The Tenant has provided the Landlord with the bank guarantee required under the lease; • 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; • Practical completion of the Landlord's Works has been achieved; • The Landlord's Works of the Store have been substantially completed to the Landlord's satisfaction; and • The Tenant has complied with all its obligations under the Lease that are required to be complied with before the Commencement Date.
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 in accordance with the terms of the Agreement for Lease, the Lease will be completed to insert:</p> <ul style="list-style-type: none"> • The Commencement Date; • The Termination Date; • The rent; • The commencement and termination dates of any options lease; and • Any other information necessary to complete the lease.

KEY TERMS – AGREEMENT FOR LEASE

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 are set out in the Agreement for Lease. A change in control of the Tenant entity is treated as proposed assignment requiring the Landlord's prior written consent.</p>
Termination	<p>The Landlord may terminate the Agreement for Lease if:</p> <ul style="list-style-type: none"> • The tenant does not complete the Tenant Works by the date that is six months after the Commencement date; • The tenant does not complete the Tenant Works in accordance with the plans approved by the Landlord; • The tenant fails to pay any money required under the Agreement for Lease within seven days after the Landlord has given the Tenant notice to pay; • 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 seven days of being requested to do so by the Landlord; or • 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.

KEY TERMS – LEASE

This document sets out the key terms of the Standard Lease to be issued to the Tenancy 105 tenant.

ISSUE	DESCRIPTION
Premises	The premises will be marked on a plan attached to the Lease.
Term	The tenant may choose any terms from two years to five years with extension options of the same term.
Commencement Date	Two months from the date the Premises is handed over to the tenant for fit out or as may be extended by the Landlord.
Rent & 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 the higher of: (a) CPI; and (b) 2.5%
Market Rent Review	On the commencement date of each option (if any) there will be a market rent review. Either party may initiate a market rent review. There is a minimum 2.5% increase in rent following a market rent review.
Security Amount	The Tenant must give the Landlord an amount equal to the rent for the first six months of the lease (plus GST) in the form of a bank guarantee as required by the agreement for lease and lease.
Permitted Use	Wholesale sale of fruit and/or vegetables and ancillary office.

*Offer price for tenancy lease is \$750,000 (excluding GST)

ISSUE	DESCRIPTION
Outgoings	<p>In addition to the rent, the Tenant must also pay for:</p> <ul style="list-style-type: none"> (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 (b) All rates, taxes, levies and other charges as outgoings. Where these are charged directly to the Premises these charges are not charged directly to the Premises the Landlord will allocate the cost to the Tenant on a pro rata basis.
Compliance	<p>The Tenant must comply with, and make sure that it's employees, agents and contractors comply with:</p> <ul style="list-style-type: none"> (a) The Landlord's requirements in relation to the premises (including the electricity load and weight limits for the Premises) (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 (c) The Landlord's safety measures, environmental management plan and occupational health and safety plan.
Insurances	<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"> (a) Public liability for at least \$20 million per occurrence; (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; (c) Loss of profit in respect of the Tenant's business; (d) Any person employed by the Tenant as required by any law relating to worker's compensation; and (e) Any other insurance required by law; <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. The Tenant must provide evidence of the insurance:</p> <ul style="list-style-type: none"> (a) Immediately after it is taken out; (b) Within 20 business days of each anniversary of the Commencement Date; and (c) At such other times when reasonably required by the Landlord.

ISSUE	DESCRIPTION
Tenant's Repair and Maintenance	<p>The Tenant must (subject to the exceptions set out in the lease):</p> <ul style="list-style-type: none"> (a) Maintain, replace, repair and keep the Premises in good and substantial repair, working order and condition, to the same standard and condition as the earlier of the Commencement Date and the date that the Tenant first accessed the Premises; (b) Maintain, repair and keep the Tenant's fixtures fittings, plant and equipment in good and substantial repair, working order and condition, and (c) Keep the Premises fitted out in accordance with and to the standards approved by the Landlord.
Landlord's rights as to waste left by the Tenant	<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 complex (other than the Premises or areas designed for the collection of waste pursuant to the Operating Rules).</p>
Tenant's works	<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"> • The structure of the Premises or the Market Land; • Any service; • The common areas; or • The Landlord's maintenance items.
Assignment and Subletting	<p>The Tenant must not assign, sublet, licence, 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 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>

ISSUE	DESCRIPTION
Termination by the Landlord	<p>The Landlord may terminate the Lease if:</p> <ul style="list-style-type: none"> (a) A change in control of the Tenant entity occurs without the consent of the Landlord; (b) The rent or the Tenant's other payments remain unpaid for 14 days after written notice from the Landlord; (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 seven 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 within a reasonable time after the written notice from the Landlord.
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 not likely to be completed within nine 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%. 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.</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"> (a) Reinstatement 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; (b) Leave the Premises in a condition consistent with the Tenant's obligations under the lease; (c) Subject to some exceptions in the lease, remove the Tenant's fixtures, fittings, stock and produce from the premises; and (d) Give the Landlord any access cards or identification cards for the premises.
Deposit (on execution of 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+5+5 or 3+3+3 etc.</p>



TENANCY 105 EOI

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