

Warehousing and Office Space Release Information Pack July 2025

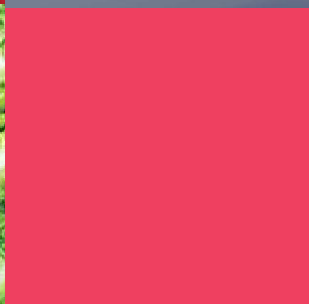
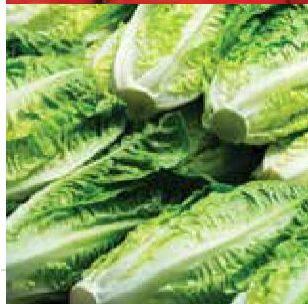
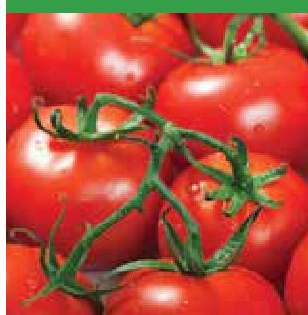
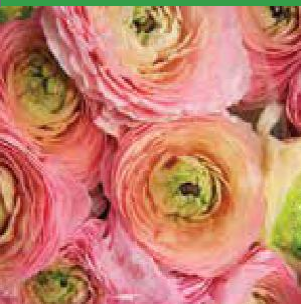
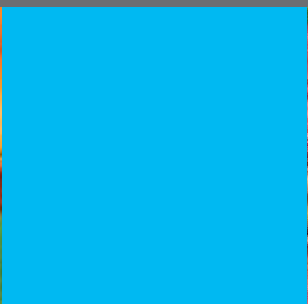
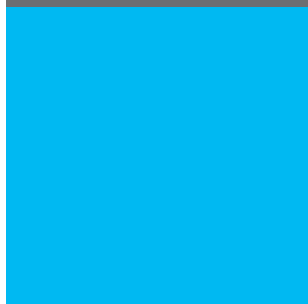


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The material in this document has been prepared from various sources and not verified and may not be up to date. The material is for general background information purposes only. It does not consider the circumstances of any particular person. Interested tenants 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 miss-statements. A person should rely only on their verified enquiries, information and independent advice.

Drawings are concepts only and depict what is envisaged and are subject to change in the final design phase.

ALLOCATION PROCESS & KEY DATES

The Melbourne Market Authority is excited to announce the release of a further 10,244m² of on-site warehousing, office/ commercial spaces and showroom opportunities. This proposed development is across two separate facilities located on the northern boundary.

It is estimated that these developments will be completed and ready for leasing and occupation by **circa December 2026**.

This is a unique opportunity to secure a lease for new state of the art, and world class facilities at the Melbourne Market, located in the suburb of Epping in Victoria.

The Melbourne Market invites expressions of interest for new warehousing and commercial offices from existing tenants, Market users and allied businesses.

Expressions of interests will be assessed on several 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;
- Business purposes by proposed tenant; and
- Fit out requirements.

This document supports the Expression of Interest application process.

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The construction of Warehouse Buildings W14 and W15 are subject to and conditional on:

- Landlord and Head Landlord Approval;
- Ministerial Approval; and
- Capital works approval.

The MMA reserves the right to withdraw all or part of the planned development at any time during this process, tendering for construction and until the building reaches practical completion.

ALLOCATION PROCESS & KEY DATES



The timeline for tenant commitments for Warehouse and commercial buildings W14 & W15 are below:

*These time frames are estimates only and the Melbourne Market Authority reserves the right to:

1. Withdraw this Expression of Interest at any time.
2. Not proceed with allocating the Warehouse at completion of the EOI campaign.
3. Extend these timeframes.

July - August 2025

- Monday 7 July 2025: Expression of Interest (EOI) open*.
- Monday 28 July 2025: EOI closes*.
- Thursday 14 August 2025: Property/Tenancy allocation*.

September 2025

- Landlord Distribution of formal Agreement for Lease (AFL).*
- Tenant requirements including any upgrades or customisations identified.

Circa December 2026

- Tenants to provide security bond by way of Bank guarantee, copy of insurances and any other relevant requirements under the terms of the Lease.
- Leases issued.
- Tenant fit outs commence.

DEVELOPMENT SITE PLAN



WAREHOUSE 14 - PLAN



WAREHOUSE 14

- 1 x 3,244m² warehouse plus 195m² elevated Office building offered as a single tenancy

OR

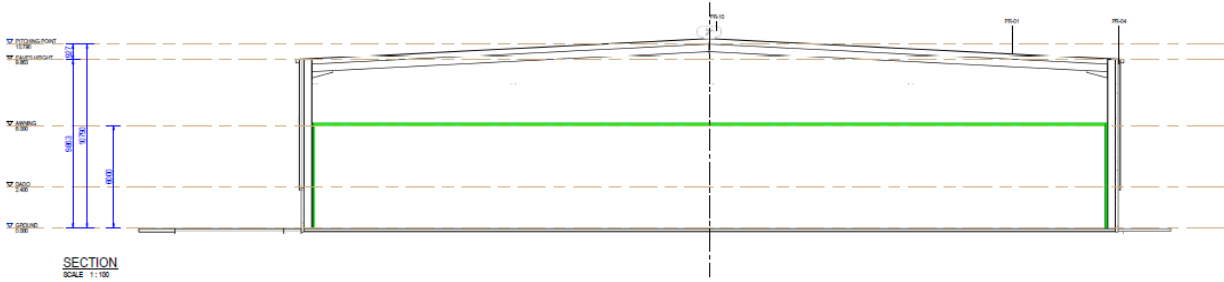
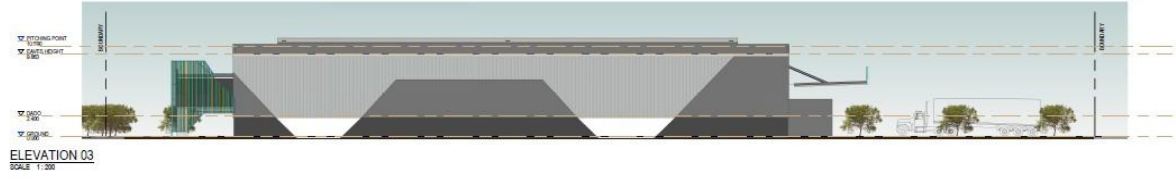
as smaller tenancies within the building envelope. Opportunities to modify layout to a tenant's requirement is available.

- Building is complete with 2 regular loading bays and 1 recessed loading dock. There are 16 car parking bays and hardstand area.
- Building is on approximately 6,439m² of land.

WAREHOUSE 14 - ELEVATIONS



WAREHOUSE 14 – ELEVATIONS & SECTIONS



WAREHOUSE 15 - PLAN



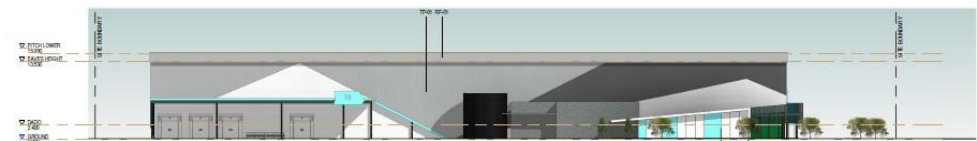
WAREHOUSE 15

- 1 x 7,000m² plus 1x 388m² single story office building offered as a single tenancy
OR
As smaller tenancies within the building. Opportunities to Modify layout to a tenant's requirements are available.
- Building is complete with 3 regular loading bays and 3 recessed loading docks.
- 15m high warehouse to accommodate up to 13.8m high storage.
- There are 34 car parking bays and significant hardstand area.
- Building is on approximately 14,493m² of land with extensive landscaping adjacent to the office.

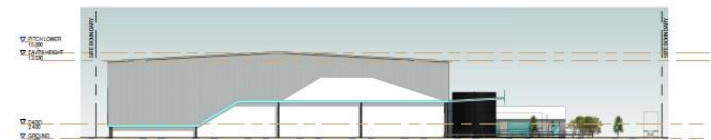
WAREHOUSE 15 – PLAN



WAREHOUSE 15 – ELEVATIONS & SECTIONS



ELEVATION 01
SCALE 1:300



ELEVATION 02
SCALE 1:300



ELEVATION 03
SCALE 1:300

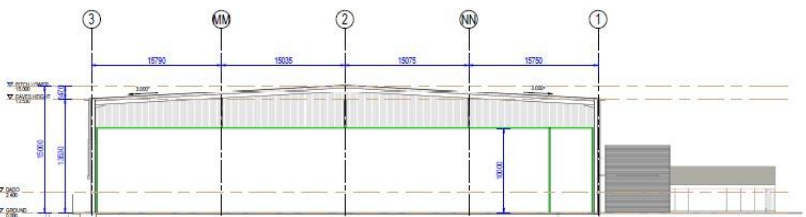


ELEVATION 04
SCALE 1:300

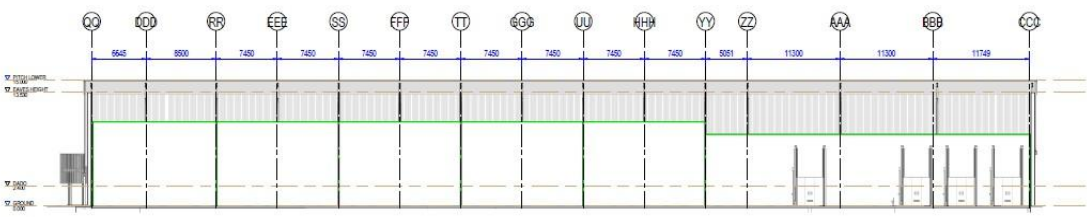
ABBREVIATION SCHEDULE		
NO.	DESCRIPTION	DATE
1	W15-SK-04	15/10/20

NO.	DESCRIPTION	DATE
1	W15-SK-04	15/10/20

W15-SK-04



SECTION
SCALE 1:300



SECTION
SCALE 1:300

NO.	DESCRIPTION	DATE
1	W15-SK-05	15/10/20

W15-SK-05

McVeigh

W15-SECTION

W15-SK-05

DEVELOPMENT - KEY ATTRIBUTES

ITEM	DESCRIPTION	APPLICABLE FOR	MATERIALS, FINISHES & DETAILS
GROUND SLABS			
1	Warehouse internal	Warehouse 14 & 15	Reinforced concrete slab with ashford formula non-slip finish and anti-microbial treatment.
2	Warehouse external	Warehouse 14 & 15	Reinforced concrete slab with non-slip finish, line marking as required for parking bays, paths of travel and OH&S. Asphalt may be used for secondary roadways and carparking at the MMAs discretion.
3	Office buildings	Offices	Unfinished reinforced concrete slab

MATERIALS, FINISHES & DETAILS

ITEM	DESCRIPTION	APPLICABLE FOR	MATERIALS, FINISHES & DETAILS
STRUCTURE			
1	Warehouse framing system	Warehouse 14 & 15	Structural steel portal frame, with a building height of 8m. No internal columns in tenancy spaces where possible (span dependent).
2	Office framing system	Offices	Steel framed and or precast concrete.

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ITEM	DESCRIPTION	APPLICABLE FOR	MATERIALS, FINISHES & DETAILS
WALLS			
1	Warehouse external	Warehouse 14 & 15	Pre-cast concrete dado wall panels (2.4m high), with PIR panels and or framed Trimdek above dado walls.
2	Warehouse internal	Warehouse 14	Insulated PIR wall panel, using 'Kingspan' KSII00CS or equivalent, 100mm thick, FM rated for fire resistance. Flush coved floor/wall junctions to 6m high.
3	Warehouse internal	Warehouse 15	Insulated PIR wall panel, using 'Kingspan' KSII00CS or equivalent, 100mm thick, FM rated for fire resistance. Flush coved floor/wall junctions to 15m high.
4	Office buildings external	Offices	Glass, trimdek cladding and or precast concrete.
5	Office buildings internal	Offices	Plasterboard over stud frame and glass partitioning.

DEVELOPMENT - KEY ATTRIBUTES

ITEM	DESCRIPTION	APPLICABLE FOR	MATERIALS, FINISHES & DETAILS
ROOF			
1	External Roof	Warehouse 14 & 15	Profiled Colorbond metal sheet or similar, with sisilation / sarking and safety mesh under. Note no tenant plant or equipment can be installed on the roof.

ITEM	DESCRIPTION	APPLICABLE FOR	MATERIALS, FINISHES & DETAILS
CEILINGS			
1	Warehouse	Warehouse 14 & 15	100mm PIR Panel.
2	Office	Warehouse 14 & 15	Suspended plaster ceiling tiles.

ITEM	DESCRIPTION	APPLICABLE FOR	MATERIALS, FINISHES & DETAILS
GROUND SLABS			
1	Warehouse External	Warehouse 14 & 15	Motorised roller shutter doors 4.2m wide x 4.8m high, Metal clad pedestrian doors (front & rear).
2	Office External	Warehouse 14 & 15	Metal framed double glazed glass and or metal clad rear pedestrian doors.
3	Office Internal	Offices	Metal frame glass and or solid core doors.

SERVICES SCHEDULE

ITEM	DESCRIPTION	APPLICABLE FOR	MATERIALS, FINISHES & DETAILS
FIRE, ESM SYSTEMS & TRAFFIC MANAGEMENT			
1	Warehouse external	Warehouse 14 & 15	Safety signage and line marking as per traffic management plan.
2	Fire Hydrants & Hose Reels	Warehouse 14 & 15	Fire hydrants and hose reels are provided around the warehouse in accordance with BCA and MFB requirements.
3	Office Internal	Offices	Automatic sprinkler system, smoke detectors, emergency lighting and warning system connected to Gate 1 control room. Sprinkler heads are wet pendants.
4	EWIS & Smoke detection	Warehouse 14 & 15	<p>EWIS and smoke detection system will be provided for the warehouse and office areas in accordance with BCA and MFB requirements. These systems including occupant warning systems will be connected to Gate 1 control room.</p> <p>The tenant's fit out works may require modification to the EWIS and smoke detection system including changing wet pendants to dry droppers in all cool room installations which is the responsibility of the tenant.</p>

ITEM	DESCRIPTION	APPLICABLE FOR	MATERIALS, FINISHES & DETAILS
SERVICE EQUIPMENT & PLATFORMS			
1	Tenant Services platform	Warehouse 14 & 15	Internal suspended high-level services walkway, for tenant connection and distribution for services.
2	Tenant Equipment platform (under canopy)	Warehouse 14 & 15	<p>External suspended equipment platform (located under canopies) for placement of refrigeration equipment.</p> <p>Note, the tenant equipment must meet the maximum load and operating noise limits and any associated builders works in connection (BWIC) to install, mount and fix the tenant's plant and equipment. Installing tenant equipment off the ground under the canopies is not approved for warehouses 14 & 15. In these instances, plant and equipment are to be installed on the ground and within designated locations.</p>

ITEM	DESCRIPTION	APPLICABLE FOR	MATERIALS, FINISHES & DETAILS
TOILETS & AMENITIES			
1	Toilets & amenities	Warehouse 14 & 15	Each warehouse will have toilets and amenities on the ground floor to service the warehouse and office areas.

SERVICES SCHEDULE

ITEM	DESCRIPTION	APPLICABLE FOR	MATERIALS, FINISHES & DETAILS
TENANT WORKS			
1	Racking	Warehouse 14 & 15	The tenants can fix racking to the concrete floor using industry standard fixings to a maximum depth of 100mm. Racking is not permitted to be fixed to or braced from the walls. Any walls without racking will require the tenant to install protective steel angles on the floor to prevent pallets damaging the walls. Maximum height of racking and stock is 1200mm below finished ceiling height.
2	Cool Rooms	Warehouse 14 & 15	There are no cool rooms installed. Tenants can install their own cooling equipment subject to complying with the fit-out guidelines and obtaining MMA approval prior to installation.
3	Toilets & amenities – Office Areas	Warehouse 14 & 15	One module of toilet facilities and one kitchenette will be provided as part of base build. Tenants can opt for installing additional toilet facilities in the office space and expanding the kitchen facilities. These works will be done by the main Contractor at the time of construction and at the tenant's cost.
4	Tenant Signage	Warehouse 14 & 15	Tenant signage will be limited to the area nominated by the MMA and must be approved by the MMA prior to installation.

ITEM	DESCRIPTION	APPLICABLE FOR	MATERIALS, FINISHES & DETAILS
HYDRAULICS			
1	Potable Water	Warehouse 14 & 15	Each warehouse will have mains supply with take-off point and metering to service warehouse, amenities, office and landscape areas.
2	Rainwater capture & recycled water	Warehouse 14 & 15	Rainwater harvesting is a feature of these warehouses for exclusive use within the tenancy and licenced (if any) areas.
3	Hot water units	Warehouse 14 & 15	Hot water units will be supplied to provide hot water for amenities and lunchroom facilities.

ITEM	DESCRIPTION	APPLICABLE FOR	MATERIALS, FINISHES & DETAILS
MECHANICAL			
1	Ventilation – Warehousing	Warehouse 14 & 15	The warehouse buildings are 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 - Office Space	Warehouse 14 & 15	Heating and air conditioning are provided to office areas and kitchenette and lunchroom. The toilets and showers have ventilation.

SERVICES SCHEDULE

ITEM	DESCRIPTION	APPLICABLE FOR	MATERIALS, FINISHES & DETAILS
STORMWATER & DRAINAGE			
1	Hardstand	Warehouse 14 & 15	Stormwater drainage of the hardstand with stormwater pits with gross pollutant traps.
2	Tenancies	Warehouse 14 & 15	<p>Trench grate drains outside the building line in front of roller doors are provided for washing out warehouse spaces.</p> <p>Drainage reticulation, including any pump units to the discharge point is a tenant responsibility.</p>

ITEM	DESCRIPTION	APPLICABLE FOR	MATERIALS, FINISHES & DETAILS
COMMUNICATIONS			
1	Data points	Warehouse 14 & 15	3 pair fibre optic cabling will be provided and terminated at the mini communications rack housed within the tenancy. It is the tenant's responsibility to install points to their desired locations.
2	BMS	Warehouse 14 & 15	Key building systems will be connected (Fire, Emergency lighting, Solar PV system, CCCTV, electrical and water metering).
3	Security	Warehouse 14 & 15	Security systems are not included in warehouses and offices. If required, the tenant is responsible for the supply and installation at their cost. Note normal MMA approvals the positioning of equipment is required.
4	CCTV	Warehouse 14 & 15	MMA will install CCTV to provide external coverage of the site as part of the Market's comprehensive CCTV network., CCTV will also be installed in common areas and roof tops. If required, tenant can install a system in their tenancies at their cost. The tenant must comply with the MMA's "Terms of Installation and Use" Policy.

SERVICES SCHEDULE



ITEM	DESCRIPTION	APPLICABLE FOR	MATERIALS, FINISHES & DETAILS
ELECTRICAL			
1	Power	Warehouse 14 & 15	Base build supply is 100 amps per 500 m2 of warehouse plus 50 amps for office areas. Tenants are responsible for upgrades to base build which will be done by the main contractor and the tenant's cost.
2	Solar PV systems	Warehouse 14 & 15	As part of MMA's site wide energy plan all roof space will be used for solar PV arrays. Hence no tenant plant or equipment will be allowed to be installed on roof spaces. Note solar generation is not for the exclusive benefit of a tenancy.
3	Lighting	Warehouse 14 & 15	Warehouses are fitted with LED lighting and emergency lighting (based on shell warehouse space). Note, if additional lighting is required as a result of tenant fit out works, the tenant must provide this at their own cost. Tenant's must use the same make & model of light fitting when upgrading the base build lighting plan.
4	Lighting office areas	Warehouse 14 & 15	Offices are fitted with LED lighting and emergency lighting installed in a grid pattern consistent with the suspended ceiling plan. Note, if additional and or changes to the lighting grid is required as a result of tenant fit out works, the tenant must undertake this at their cost. Tenant's must use the same make & model of light fitting when upgrading the base build lighting plan.

BUILDING LOADING LIMITS SCHEDULE

ITEM	DESCRIPTION	APPLICABLE FOR	MATERIALS, FINISHES & DETAILS
LOAD LIMITS			
1	Floor Loads	Warehouse 14 & 15	Tenant spaces can accommodate uniformly distributed 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 and occasional maintenance using a 14 T SWL crane.
2	Roof / Ceiling Loads	Warehouse 14 & 15	<p>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.</p> <p>The roof structure is not able to support heavy plant and equipment, such as hi- humidity FCU units, etc.</p> <p>Tenants are not permitted to install any plant or equipment on top of the roof.</p>
3	Roof / Ceiling Loads	Offices	Tenants are not permitted to install any plant or equipment on top of the roof or within the ceiling cavity or hanging from the suspended ceiling.

RENTAL SCHEDULE & OPTIONS

WAREHOUSE	NET LETTABLE AREA	\$ PER M2	KEY INCLUSIONS & FEATURES
RENT (EXCLUDING GST & OUTGOINGS)			
Warehouse 14 Complex including elevated office building	3,244m2 warehouse plus 195m2 single storey office building OR As smaller tenancies within the building. Opportunities to modify layout to a tenant's requirements are available.	POA (Due to high level of customisation available to Tenant)	Includes private car parking and hardstand area with 1 recessed loading dock.
Warehouse 15 Complex including freestanding office building	7,000m2 warehouse plus 388m2 single storey office building OR As smaller tenancies within the building. Opportunities to modify layout to a tenant's requirements are available.	POA (Due to high level of customisation available to Tenant)	Includes large private carpark and hardstand area plus recessed loading docks.

OUTGOINGS ESTIMATE

OUTGOINGS ESTIMATE		
Council Rates	As directly charged to Tenant by relevant authority, calculated using NAV* and CIV**.	Tenant Responsibility
Fire Services Levy	As directly charged to tenant by relevant authority.	Tenant Responsibility
Land Tax	Applicable.	Tenant Responsibility
Water	As directly charged to Tenant by relevant authority.	Tenant Responsibility
Sewer	As directly charged to Tenant by relevant authority.	Tenant Responsibility
Electricity	As charged by relevant retailer. Embedded network available on site through WINConnect.	Tenant Responsibility
Gas	N/A	Tenant Responsibility
Telecommunications		Tenant Responsibility
Air Conditioning		Tenant Responsibility
Security		Tenant Responsibility
Common Areas – Waste, Cleaning & Power		Not on-charged to Tenant

NOTES:

- *NAV - Council rates are calculated on NAV – net annual value assessed by Council for the premises;
- **CIV – Capital Improved Value assessed by the Council;
- 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. The State Revenue Office has not yet issued a land tax assessment for the warehouses.
- Details in the above table are correct as at July 2025 and are subject to change.

FREQUENTLY ASKED QUESTIONS



How will warehousing be allocated?

If there are multiple parties seeking the same space, the MMA will evaluate each EOI and will offer based on the assessment of the individual applications.

Who is eligible for Market Warehousing?

The businesses that are eligible for market warehousing include:

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

When and what type of commitment is required to secure warehousing?

In order to secure a warehouse, a tenant will be required to:

- enter into a commercial warehouse agreement for lease and a lease with the MMA;
- provide certificate of currency of requisite insurances;
- pay the first month's base rent; and
- provide a security bond (by way of bank guarantee)
- equal to 4 months' base rent (including GST) for the term of the lease. Note: 12 months' bond for tenant's requiring high levels of customisation to base build specifications.

Will car parking be provided for Market Warehousing?

Warehouses 14 and 15 are offered as standalone complexes with office space have substantial private car parking, hardstand and loading and unloading areas included.

How will tenants be involved in warehouse design?

The design process will continue over the last quarter of 2025 during which time the tenants' design requirements will be considered in the warehouse design and configuration. The tenants will have opportunities to meet with the builder and discuss their individual business needs, including fit out requirements. Note this is subject to MMA approval. Freestanding warehouse complexes 14 & 15 can have a higher level of customisation based on length of term.

When will the warehousing be ready to move in?

The completion date is dependent on demand and take up by tenants but is anticipated to be December 2026.

When and what type of commitment is required to secure warehousing?

In order to secure a warehouse, a tenant will be required to enter into a commercial warehouse agreement for lease and lease. Failure to execute a commercial warehouse agreement for lease and providing the requisite items including but not limited to a security bond within the stipulated time frame may result in the tenant missing out on either warehousing space and/or preferred locations.

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 use of the warehouse must be compatible and complementary with the operation of the Melbourne Market.

Are there any restrictions or rules that apply to operating Market Warehousing?

Hours of operation – Market Warehousing operates 24 hours, seven days per week.

Noise – the current noise restrictions that apply to the Melbourne Market precinct will also apply to all Market Warehousing. For further information please refer to the MMA's environment management plan.

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.

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 is permitted.

The tenants must comply with the "Market Operating Rules" (as amended from time to time).

What conditions would apply in relation to future uses of the market warehousing?

The tenants may elect to modify, upgrade or renew tenant fitouts over the term of the lease, which will be subject to the conditions of the lease and the Market 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?

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

- Electricity (3 phase and single phase)
- Domestic potable water
- Data and communication services
- Trade waste

There is no access to the central refrigeration plant for market warehousing.

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 third party providers.

Is freehold available?

There is no opportunity to purchase freehold land for market warehousing.

What type of construction materials are the Warehousing made of?

Concrete dado walls, structural steel frame with colourbond metal sheet walls and roof, concrete floor, colourbond roller doors, insulated inter-tenancy walls and ceilings as a base building.

Do the rents include outgoings? If not, what will the outgoings be?

The rents do not cover outgoings.

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.

What do I need to do to fitout my warehouse space?

Tenant fitout works are the responsibility of the tenant, which may be provided by the tenant engaging their own contractors.

A Tenant Fitout Guide will be available, explaining the process for tenants undertaking tenant fitout works, including approvals and compliance requirements.

KEY TERMS – 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 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.</p>
Security Amount	<p>The Tenant must provide the Landlord an amount equal to the rent for the first 4 months of the Lease (plus GST) in the form of a bank guarantee 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 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 Commercial Complexes (the Landlord's Works).</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>
Tenant Works	<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"> • 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 fitout works 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 cost; (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 the 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 and have current public liability insurance for at least \$20 million.
Ownership of Tenant's Works	The Tenant's Works will be the Tenant's Fixtures under the Lease.
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 specified in the Tenancy Fit-Out Guide.</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"> • the Tenant has provided the Landlord with the security amount 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 Warehouse Complex have been substantially completed to the Landlord's satisfaction; and • the Tenant has complied with all of 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>

KEY TERMS – AGREEMENT FOR LEASE

MATTER	TERM
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 option lease; and • any other information necessary to complete the Lease.
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.</p> <p>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 commence the Tenant Works by the date that is 6 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 7 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 7 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 Warehouse Lease to be issued to prospective warehouse tenants.

ISSUE	DESCRIPTION
Premises	The Premises will be marked on a plan attached to the Lease. 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 and a license to use a car parking space Any licensed areas will be marked on a plan attached to the Lease.
Term	The tenant may choose any terms from 5 years to 10 years with extension options of the same term.
Commencement Date	(x) 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	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 in rent following a market rent review.
Security Amount	The Tenant must give the Landlord an amount equal to four (4) months' rent (plus GST) in the form of a bank guarantee as required by the agreement for lease and lease.
Permitted Use	Storage and distribution of <ul style="list-style-type: none"> • fresh fruit and/or vegetables; and/or • 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.

KEY TERMS – LEASE

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 including, but not limited to; gas, electricity, oil and water etc) including those which the Landlord elects to supply; (b) Telecommunication services connection to the Premises; and (c) All rates, taxes, levies and other charges imposed or separately charged against the Premises or the conduct of the Tenant's business in the Premises. Where the charges are not separately rates, to be determined on a basis determined by the Landlord.
Compliance	<p>The Tenant must comply with, and make sure that its 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 workers' 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.</p> <p>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.

KEY TERMS – LEASE

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 at 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 Repair and Maintenance	<p>The Landlord must, subject to the Tenant's repair and maintenance obligations, use all reasonable endeavors 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>
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, 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>

KEY TERMS – LEASE

ISSUE	DESCRIPTION
Termination by the Landlord	The Landlord may terminate the Lease if: <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 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 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 10%. 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 obligations	At the end of the Lease, the Tenant must vacate the Premises and: <ul style="list-style-type: none"> (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; (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. (e) remove any inter-tenancy walls within the Premises where required by the Landlord to do so
Deposit (on execution of Lease)	The Tenant must give the Landlord an amount equal to the rent for the first month of the Lease (plus GST).
Extension Options	The Tenant may take two further terms equal to the initial term e.g. 5x5x5, 10x10x10 etc.

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

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 endeavor 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.



CONTACT

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