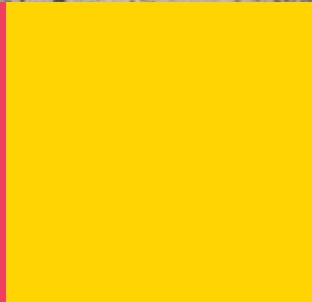
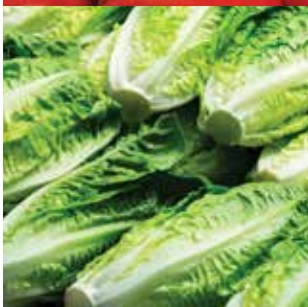
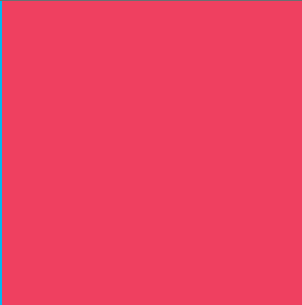
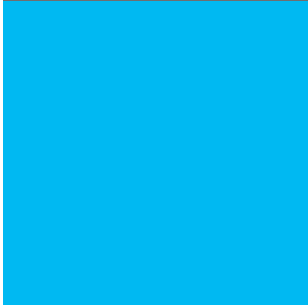
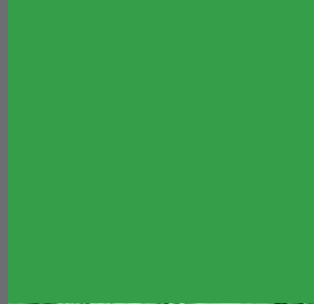


Building 5 & 6 Warehouse Information Pack 2015



Key Dates

The Key Dates outline the timing associated with the expression of interest and allocation process [Page 3](#)

Location and Layout

The Site Plan [pages 4](#) shows the location of the Part A Warehousing and the Buildings Plan [pages 5](#) shows the configuration of the Part A warehousing buildings.

The Layout Plan [page 5](#) shows how the various spaces of 95m², 190m², 285m², and 570m² have been arranged and the available warehouse units.

Material Finishes

The Material Finishes Schedule, Services Schedule [pages 8](#) and Building Load Limits [pages 12](#), provides further information for the tenants around the base design, services and materials to be incorporated into the Part A Warehousing.

Rental Schedule

The Rental Schedule as at 1 April 2015 is at [page 13](#).

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

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

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

These areas include:

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

Frequently Asked Questions

The Frequently Asked Questions [pages 15 - 17](#) provides further information to the tenants around the warehousing process.

Leasing Plans

Leasing plans are available from [page 27 - 31](#) for tenancies:

- 5.1
- 5.5a
- 5.5b
- 6.11c

INDICATIVE KEY DATES

21 April

Expression of interest period commences

5 May and 12 May

Sites open for inspection

20 May

Expression of interest period closes

29 May

Allocation process advised to interested parties

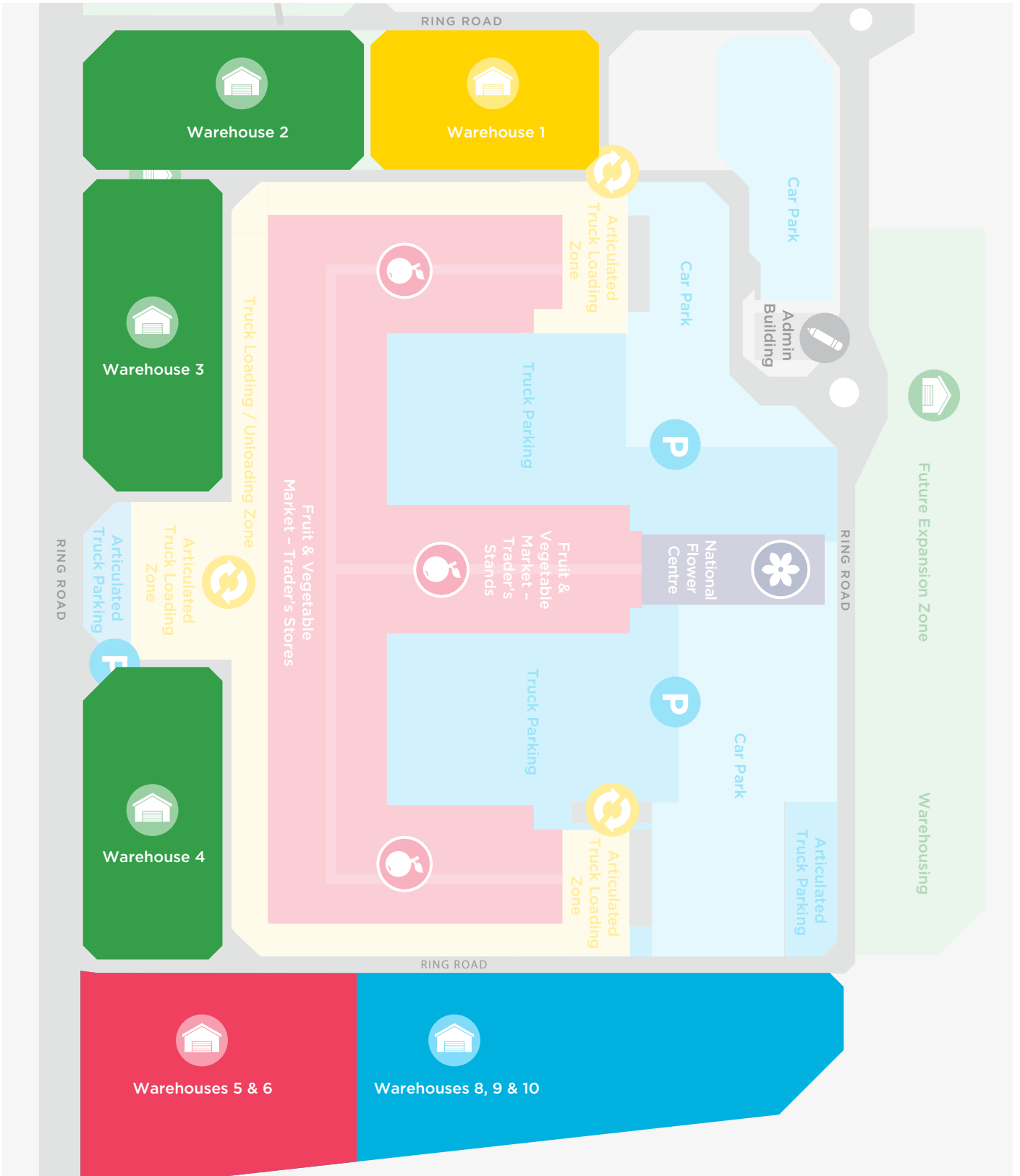
9 June

allocation process occurs, lease executed & premises handed over for fit out works

3 August

Commencement date for lease

SITE PLAN



BUILDING 5 & 6 TENANCY PLAN

Building 5

5.1 VACANT		SERVICES		SHARED AMMENITIES	
5.2 P&P PATSURIS TRADING AS PATSURIS FAMILY TRUST			5.14 KELLY BROS MARKET GARDENERS PTY LTD		
5.3 MAMAJAM PTY LTD			5.15 F&C TROPEANO/PARTNER BAXTER VALLEY PRODUCE		
5.4 OPALJADE PTY LTD			5.16 TO DO ASIAN VEGES		
5.5A VACANT	5.5B VACANT	5.5C FRESHER FRUIT PTY LTD	5.17C LESLIE APTED & SONS PTY LTD	5.17A WCC FRESH PRODUCE PTY LTD	

Forklift route

5.7A BUSHY PARK DISTRIBUTION PTY LTD	5.7B CONG TRAN VEGETABLES	5.7C SUNRASIA FRESH	5.19C AVELING FRESH PTY LTD	5.19B RCG & D ARNOTT	5.19A RADEVSKI COOLSTORES PTY LTD
5.8 SH CHIN BROS PTY LTD			5.20 SHINING ARROW PTY LTD (TRADING AS MING KEE)		
5.9A SH CHIN BROS PTY LTD	5.9C TVM FRESH PRODUCE	5.21C V&V VEGETABLE W/SALERS	5.21A THE GRAPE HOUSE		

Forklift route

5.11A VIRSCO UNITED PTY LTD	5.11B CAMPTARA FRUIT & VEG PTY LTD	5.11C GLENGOWRIE BOND PTY LTD (T/AS APPLE ARCADE)	5.23C FLOWERDALE FRESH PTY LTD	5.23B SA TRAN PRODUCE PTY LTD	5.23A JIM COCHRANE FARMS
5.12 ALPHATOP WHOLESALERS PTY LTD			5.24 ORGANIC GROWERS PTY LTD		
5.13 ALPHATOP WHOLESALERS PTY LTD			5.25 FARM TO YOU FRESH PTY LTD (GLOBAL FARMERS PTY LTD)		

Building 6

6.1 GA TRESCA WHOLESALE PTY LTD		SERVICES		SHARED AMMENITIES	
6.2 YOUSSEFF ALISSA T/AS TRELLIS PRODUCE & JTS CHERRY KING PTY LTD			6.13 VERDUCI ENTERPRISES PTY LTD		
6.3 G FERLAZZO & CO PTY LTD			6.15 VEMARK FARMS PTY LTD		
6.4 GEORGE GEORGIU TRADING AS CENTRO VEG			6.16A DREYFUS PRODUCE PTY LTD T/AS VENNS PRODUCE		
6.5A MT CORP- ORATION PTY LTD	6.5B HYGIENE PACKERS PTY LTD	6.5C G PIGNATARO & SONS	6.16C MATTHEW ANASTASIOS T/ AS SPARTAN PRODUCE		

Forklift route

6.7A FRENI & DORIA P/L	6.7B LEN MOLLICA MARKET GARDENS PTY LTD	6.7C TRI FRESH PRODUCE PTY LTD	6.18C GREG SCOPELLITI	6.18B M&S MARKETING PTY LTD	6.18A D BERIAS & SONS PTY LTD
6.8 CASALINGA CHEESE PTY LTD (TRADING AS RODA FRUIT)			6.19 MOUNTAIN FRESH WHOLESALE		
6.9A GR&ER HARVEY PTY LTD	6.9C TEMUSKOS PRODUCE AUSTRALIA, PTY LTD	6.20 M&J ALABAKIS			

Forklift route

6.11A AZEMI BROTHERS PTY LTD	6.11C VACANT	6.22C SPRINGWOOD NOMINEES PTY LTD	6.22B D'ALBERTO FARMS PTY LTD	6.22A FRESH FOCUS PRODUCE
6.12 NICOS TSANGARIS		5.24 NADIA DAVID (TRADING AS AMV FRESH)		

OPTION 1
BASE WAREHOUSING WITH INSULATED
INTER-TENANCY WALLS AND CEILING

OPTION 2
BASE WAREHOUSING WITH
INSULATED INTER-TENANCY WALLS
AND NO CEILING

WAREHOUSE SIZES IN NET LETTABLE AREA (m²)

95m²

190m²

285m²

570m²

MARKET WAREHOUSING



MARKET WAREHOUSING



MATERIAL FINISHES SCHEDULE

ITEM	DESCRIPTION	MATERIAL/FINISH/DETAILS
GROUND SLABS		
1	Warehouse – Internal	Reinforced concrete slab with non-slip finish with anti- microbial treatment
2	Warehouse – External	Reinforced concrete slab with non-slip finish, line marking as required for parking bays, paths of travel and OH&S.
STRUCTURE		
1	Warehouse framing system	Structural steel portal frame, with a springing height of 8m. No internal columns in common or tenancy spaces.
WALLS		
1	External Wall	Pre-cast concrete dado wall panels (2.4m high), Colorbond® metal sheet, sisilation/sarking (above dado wall).
3	Inter-tenancy Wall	Insulated PIR wall panel, using ‘Kingspan’ KS1100CS or equivalent, 100mm thick, FM rated for fire resistance. Flush coved floor/wall junctions to 6m high.
ROOF		
1	External roof	Profiled Colorbond® metal sheet or similar, with sisilation/ sarking and safety mesh under.
CEILING		
1	Tenancy ceiling (Tenancy Space 5.5b)	No tenancy ceiling.
2	Tenancy ceiling (Tenancy Space 5.1; 5.5a; and 6.11c)	<p>Insulated PIR ceiling panel using ‘Kingspan’ KS1100CS or equivalent, 100mm thick, FM rated for fire resistance at 6m high, with surface mounted LED light fittings.</p> <p>For tenancy space 5.1, the insulated ceiling are set back from the front walls by 500mm as part of the fire engineering solution to provide a smoke pathway to the roof space above.</p> <p>The insulated ceilings have restricted weight bearing capacity limited to access for routine servicing or inspections of the roof services. The ceiling spaces cannot be used for storage or occupation.</p>
DOORS		
1	Fork lift access	Roller shutter doors 4.2m wide by 4.0m high (Tenancy Space 5.1) and 3.2m wide by 4.0m high (Tenancy Spaces 5.5a, 5.5b and 6.11c). The roller door will be lockable and manually operated motorised type.
2	Pedestrian door (Tenancy Space 5.1)	External pedestrian access door to tenancy space.

MATERIAL FINISHES SCHEDULE

ITEM	DESCRIPTION	MATERIAL/FINISH/DETAILS
COMMON AMENITIES		
1	Kitchen & Meals	Kitchenette and washing facilities, with meals and dining facilities, vinyl flooring, painted villaboard walls, stainless steel benches and sink, cupboards, fridge and vending machines, air-conditioned with lighting.
2	Meetings rooms	Small meetings rooms vinyl floor, painted villaboard walls, air-conditioned with lighting.
3	Toilets & Shower	Male, Female and Disabled toilets and showering facilities, vinyl flooring, painted villaboard walls, ventilated with lighting.
SERVICE & EQUIPMENT 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 (located under canopies) for placement of refrigeration equipment. 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.
TENANT FITOUT		
1	Racking	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. Approval to drill and fix into the slab is to be obtained from the MMA. Any walls without racking will require the tenant to install protective steel angles on the floor to prevent pallets damaging the walls.
2	Coolroom	Tenancy space 5.5b – tenants can install an internal coolroom ceiling, front wall and door to convert part of the tenancy into a Coolroom. Tenancy spaces 5.1; 5.5a; and 6.11c – tenants can install an internal wall and door to convert part of the tenancy into a coolroom. Ceilings or coolrooms constructed by tenants will require sprinklers and lighting to be installed to the underside of the ceiling.
3	Toilets and amenities	There are no sewer services for the tenancy spaces, so there is no ability for tenants to install toilets and amenities in the tenant spaces – tenants will have access to common area amenities only. Each tenancy space has provision of a trade waste connection point for a sink, etc.
4	Tenant signage	Tenant signage will be limited to the area nominated by the MMA and must be approved by the MMA prior to installation.

ITEM	DESCRIPTION	DETAIL				
STORMWATER & DRAINAGE						
1	Hardstand	Stormwater drainage of the hardstand with stormwater pits with gross pollutant traps.				
2	Tenancies	<p>Trench grate drains outside the building line in front of the typical tenancy spaces (under side canopies) are provided for washing out tenancy spaces.</p> <p>A trade waste discharge point is provided near the front of the tenancy for connection of hand basins, sinks and condensate drains from mechanical FCU's. Drainage reticulation, including any pump units to the discharge point is a tenant responsibility.</p>				
MECHANICAL						
1	Ventilation - Tenancy	The warehouse building is naturally ventilated with natural or mechanical roof smoke exhaust ventilation systems with low level make up air vents (fixed air vents or perforated roller shutter doors)				
2	Heating, Air-Conditioning - Common Areas	Heating and air conditioning is provided to the common areas (kitchenette, meals, meeting rooms and lounge). The toilets and showers have ventilation.				
ELECTRICAL						
1	Power	<p>Tenancy sub-boards with metering facility and 3 phase and single phase power at high level on the central, elevated services platform. Power provided to the tenancy areas are as follows:</p> <table border="0"> <tr> <td>Tenancy space 5.1</td> <td>125 Amps</td> </tr> <tr> <td>Tenancy space 5.5 a; 5.5b; & 6.11c</td> <td>95 Amps</td> </tr> </table> <p>Power connection and reticulation from the tenancy sub-board (including GPO's and task lighting) all by the tenant.</p> <p>As part of the base building, power will be provided to the tenancy roller door. No more than 8 double switched GPO's are to be connected on a single circuit. No more than 16 luminaries are to be connected on a single circuit</p> <p>Tenants will be required to install new RCD circuit breakers in the tenancy switchboard to suit new or additional lighting or general power requirements.</p>	Tenancy space 5.1	125 Amps	Tenancy space 5.5 a; 5.5b; & 6.11c	95 Amps
Tenancy space 5.1	125 Amps					
Tenancy space 5.5 a; 5.5b; & 6.11c	95 Amps					
2	Lighting	High bay lighting of 200 lux for warehouse space 5.5b. Emergency lighting (based on shell warehouse space). Note, if additional lighting is required as a result of tenant fitout works, the tenant must provide this.				

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	Non Potable Water	Non potable water must only be used for washdown purposes
3	Hot Water Units	No hot water units are included. If they are required, they are a tenant supply and install item.
4	Gas	50mm natural gas supply is located in the services room and available for connection by tenants, which will require an authority meter and reticulation of the service to the tenants lease area via a dedicated services route at high level at the tenants 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 will be provided around the warehouse in accordance with BCA and MFB requirements.
3	EWIS & Smoke detection	EWIS and smoke detection system will be provided for the warehouse in accordance with BCA and MFB requirements. The tenant's fitout works may require modification to the EWIS and smoke detection system, which is the responsibility of the tenant.
COMMUNICATIONS		
1	Communications	Data and communication services rack 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, they are a tenant supply and install item.
3	CCTV	CCTV will be provided in the external areas and common amenities area. If required in the tenancy space, they are a tenant supply and install item.

BUILDING LOADING LIMITS SCHEDULE

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

Tenancy Space 5.5b

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

COMMENCEMENT RENT (INCLUDING GST, EXCLUDING OUTGOINGS)	
LEASE TERM	1 - 5 Years
LEASE AREA	95 m ²
\$/M ² PER ANNUM (based on 1 April 2015 Commencement)	\$152
RENT PER ANNUM (based on 1 April 2015 Commencement)	\$15,884

Tenancy Spaces 5.5a; and 6.11c

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

COMMENCEMENT RENT (INCLUDING GST, EXCLUDING OUTGOINGS)	
LEASE TERM	1 - 5 Years
LEASE AREA	95 m ²
\$/M ² PER ANNUM (based on 1 April 2015 Commencement)	\$168
RENT PER ANNUM (based on 1 April 2015 Commencement)	\$17,556

Tenancy Space 5.1

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

COMMENCEMENT RENT (INCLUDING GST, EXCLUDING OUTGOINGS)	
LEASE TERM	1 - 5 Years
LEASE AREA	190 m ²
\$/M ² PER ANNUM (based on 1 April 2015 Commencement)	\$168
RENT PER ANNUM (based on 1 April 2015 Commencement)	\$35,112

OUTGOINGS ESTIMATE

Council Rates	6.29% of rent/annum	Tenant Responsibility
Fire Services Levy	0.0607% of CIV/annum	Tenant Responsibility
Land Tax	Applicable	Tenant Responsibility
Water	\$2.7985/kl	Tenant Responsibility
Sewer	TBA	Tenant Responsibility
Electricity rate / kilowatt hour Administration fee Connection Fee	\$0.19/kwhr (estimated rate) \$0 per annum - included in rate \$350 per connection \$0 per annum - included in rate	Tenant Responsibility
Gas		Tenant Responsibility
Telecommunications		Tenant Responsibility
Air Conditioning		Tenant Responsibility
Security		Tenant Responsibility
Common Areas - waste, cleaning		Included in rent

Notes:

- 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.
- The Council has not yet valued the warehousing land
- The MMA will be liable to pay an amount equal to \$24,975 plus 2.25% of the site value amount that exceeds \$3 million.
- Tenants will be liable to pay for land tax, which will be calculated as the area of the tenant's space as a percentage of all tenancy spaces in the Part A Warehousing land (premises, hardstand, and external areas) relative to the whole of the assessed land.

How will warehousing be allocated?

The allocation process will be determined following the closure of the expression of interest process once demand for warehouse space has been determined.

Who is eligible for Part A Market Warehousing?

The businesses that are eligible for Part A market warehousing include:

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

When will warehousing be ready to move in?

Warehouse buildings 5 and 6 have been completed – tenants will need to undertake fit out works following execution of leasing documentation.

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

In order to secure market warehousing, the tenants will be required to:

- > enter into binding leasing agreements with the MMA; and
- > pay the first month's rent; and
- > provide a security bond (by way of bank guarantee or insurance bond) equal to 6 months' rent for the term of the lease .

What happens if my warehousing isn't available when the market opens?

Market warehousing is now complete. Tenants will have to make an assessment as to their individual fit-out requirements (if any) and the timeframe for completion of those works.

Payment of Rent for Part A Market Warehousing will commence on Market Opening, which is targeted for 3 August 2015.

Will car parking be provided for Market Warehousing?

There is one car park allocated for each tenant space.

There are common area short term loading and unloading bays at the front of buildings 5 and 6.

There is no permanent truck parking associated with the buildings 5 and 6 and there is no direct truck access to any warehouse space.

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

Hours of operation – Market Warehousing will be able to operate 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.

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 will be permitted.

Is subleasing of warehousing allowed?

No sub-leasing will be permitted for buildings 5 and 6.

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-outs 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?

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

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

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

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.

Is freehold available?

There is no opportunity to purchase freehold for market warehousing.

What type of construction materials will the Warehousing be made of?

Buildings 5 and 6 include: concrete dado walls, structural steel frame with colourbond metal sheet walls and roof, concrete floor, colourbond roller doors, insulated inter-tenancy walls as a base building (plus insulated ceilings for tenancy 5.5B).

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 has been developed explaining the process for tenants undertaking tenant fitout works, including approvals and compliance requirements.

MATTER	TERM
Premises	<p>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 Warehouse Complex as licensee for the purposes of a staging area. Any licensed area will be marked on a plan attached to the Lease.</p>
Deposit	<p>The Tenant must give the Landlord an amount equal to the rent for the first month of the lease term (plus GST) as a deposit towards the rent payable by the Tenant under the Lease.</p>
Security Amount	<p>The Tenant must give the Landlord an amount equal to the rent for the first 6 months of the Lease (plus GST) in the form of a bank guarantee or insurance bond prior to accessing the premises for the Tenant Works. The Landlord may draw on the security amount if the Tenant does not comply with any of its obligations under the Agreement for Lease (without giving notice to the Tenant).</p> <p>If the Landlord draws on the security amount, the Tenant must immediately give the Landlord a replacement bank guarantee or insurance bond for the security amount or a further cash deposit equal to the amount drawn upon by the Landlord.</p>
Landlord's Works	<p>The Landlord has constructed the Warehouse Complex (the Landlord's Works).</p> <p>The Landlord will give the Tenant notice when 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 the Premises ready for use 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; > give 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 fitout works without the Landlord's prior approval.</p>

MATTER	TERM
<p>Carrying out the Tenant Works</p>	<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
<p>Ownership of Tenant's Works</p>	<p>The Tenant's Works will be the Tenant's Fixtures under the Lease.</p>
<p>Insurance</p>	<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>
<p>Taking Possession</p>	<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/ insurance bond 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 for the Warehouse Complex have been substantially completed to the Landlord's satisfaction; > the Tenant has complied with all of its obligations under the Lease that need to be complied with before the Commencement Date.

MATTER	TERM
Grant of Lease	<p>The Lease will commence on the Commencement Date (even if the Tenant's works are not completed by then).</p> <p>The Lease will be signed at the same time as the Agreement for Lease and will be held in escrow until the Commencement Date.</p>
Completion of Lease	<p>As soon as possible after the Commencement Date is determined the Lease will be completed to insert:</p> <ul style="list-style-type: none"> > 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> <p>No subletting is permitted.</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.

This document sets out the key terms of the Standard Warehouse Lease to be issued to Part A 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 term of Lease from 1 year to 5 years with extension options of the same.
Commencement Date	2 months from the date the Premises is handed over to the Tenant for fitout or as extended by the Landlord.
CPI, Rent & Payment Terms	Rent is set in accordance with the Minister's Statement of 20 December 2013 plus GST and is premised on a commencement date of no later than 1 April 2015. However, if the lease commences after 1 April 2015, the Rent will escalate in accordance with the Rent Review provision in Item 4 to the AFL which is the higher of: (a) CPI; and (b) 2.5%. 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 following a market rent review.
Security Amount	The Tenant must give the Landlord an amount equal to the rent for the First 6 months of the Lease (plus GST) in the form of a bank guarantee or insurance bond. The security amount provided under the Agreement for Lease may be used in satisfaction of this obligation under the Lease.
Permitted Use	Storage and distribution of > 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.

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 outgoings. Where these are charged directly to the Premises these charges will be passed through to the Tenant. Where these charges are not charged directly to the Premises the Landlord will allocate the cost to the Tenant on a proportionate basis.
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.

ISSUE	DESCRIPTION
Tenant's Repair and Maintenance	<p>The Tenant must (subject to the exceptions set out in the Lease):</p> <p>(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;</p> <p>(b) maintain, repair and keep the Tenant's fixtures fittings, plant and equipment in good and substantial repair, working order and condition; and</p> <p>(c) keep the Premises fitted out in accordance with and to the standards approved by the Landlord.</p>
Landlord's Repair and Maintenance	<p>The Landlord must, subject to the Tenant's repair and maintenance obligations, use all reasonable endeavours to maintain the building, within which the Premises are contained, in a structurally sound condition.</p> <p>The Landlord may, at the Tenant's cost, remove any waste left by the Tenant or the Tenant's Agents in any part of the Warehousing Complex (other than the Premises or areas designated for the collection of waste pursuant to the Operating Rules).</p>
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> <p>Subletting is prohibited.</p>

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 to which the Landlord has not consented; (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 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.
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.
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)
Extension Options	The Tenant may take two further terms equal to the initial term e.g. 5 x 5 x 5 or 3 x 3 x 3 etc.

1 OUTGOINGS

1.1 DEFINITIONS

In this clause 1:

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

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

Where:

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

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

O = the Outgoing for that Outgoings Period; and

Y = the number of days in that Outgoings Period.

1.2 PAYMENT OF OUTGOINGS

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

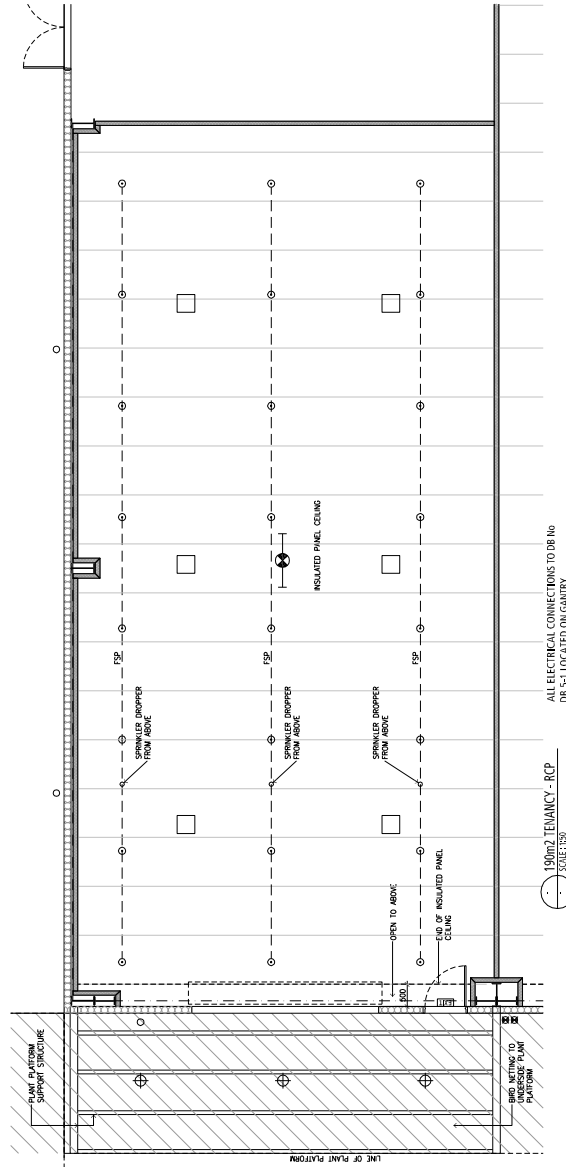
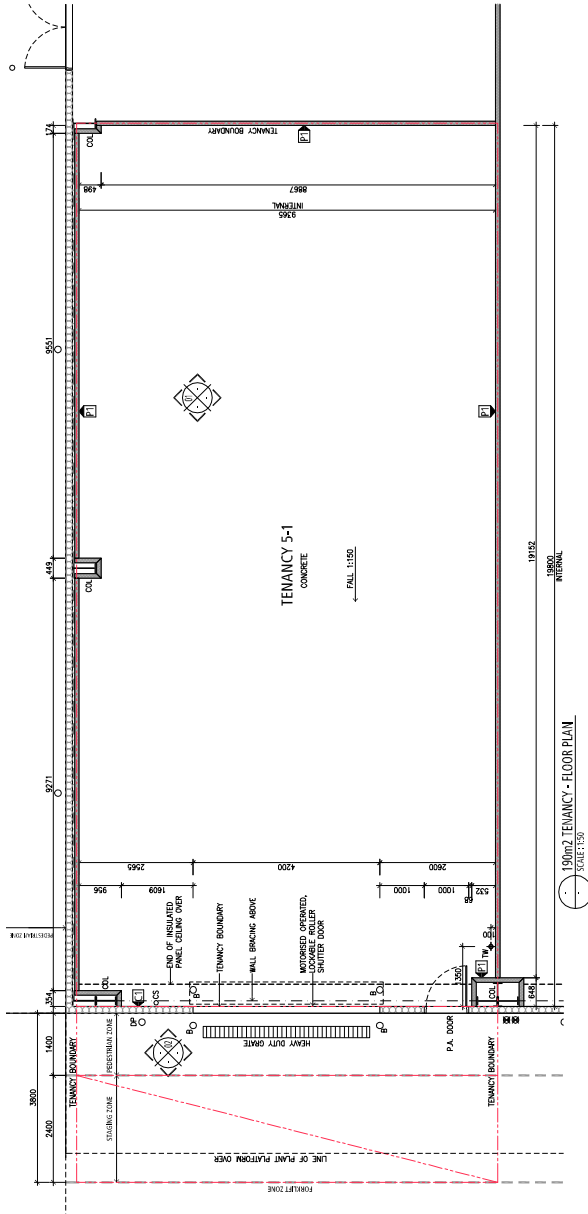
2 CHARGES FOR UTILITIES

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

3 ELECTRICITY AND UTILITY SUPPLY

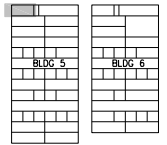
- (a) The Landlord may, to the extent permitted by Law, elect to supply the whole or any part of the Tenant's requirements for electricity, gas, water, telephone or any other service normally supplied to the Premises by any utility supplier.
- (b) If the Landlord makes an election under clause 3(a) of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

TENANCY LEASING PLAN 5-1



LEGEND: TENANCY

- B BOLLARD
- DP/P DOWNPIPE WITH PROTECTOR
- CS ROLLER SHUTTER CONTROL SWITCH
- ◆ TW TRADE WASTE
- ◆ ST SALT TRAP
- P.A. DOOR PEDESTRIAN ACCESS DOOR
- RSB ROLLER SHUTTER DOOR
- DB DISTRIBUTION BOARD
- FHR FIRE HOSE REEL
- FSP FIRE SERVICES PIPEWORK & EXPOSED SPRINKLER HEAD BELOW INSULATED PANEL
- HIGH LEVEL SPRINKLER HEADS
- LIGHT FITTING BELOW CEILING
- EMERGENCY LIGHT FITTINGS
- HB HIGH BAY LIGHT FITTINGS
- 2400mm PRECAST CONCRETE DADO PANEL
- EXTERNAL WALL WITH METAL CLADDING FIXED TO GRIS OVER
- FOOD-GRADE FR INSULATION PANELS AS SCHEDULED, 100mm THICK



LEASING PLAN

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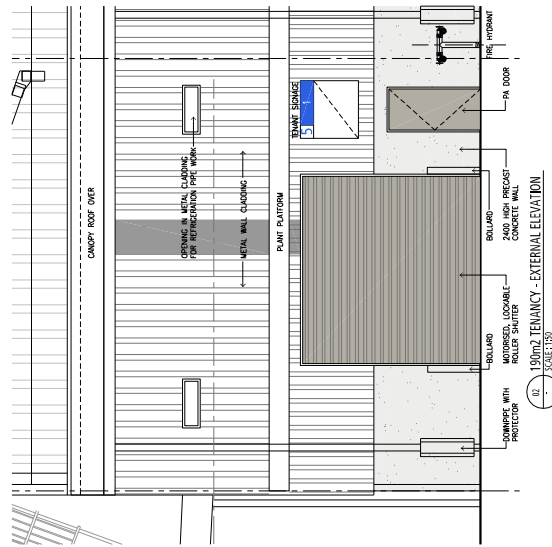
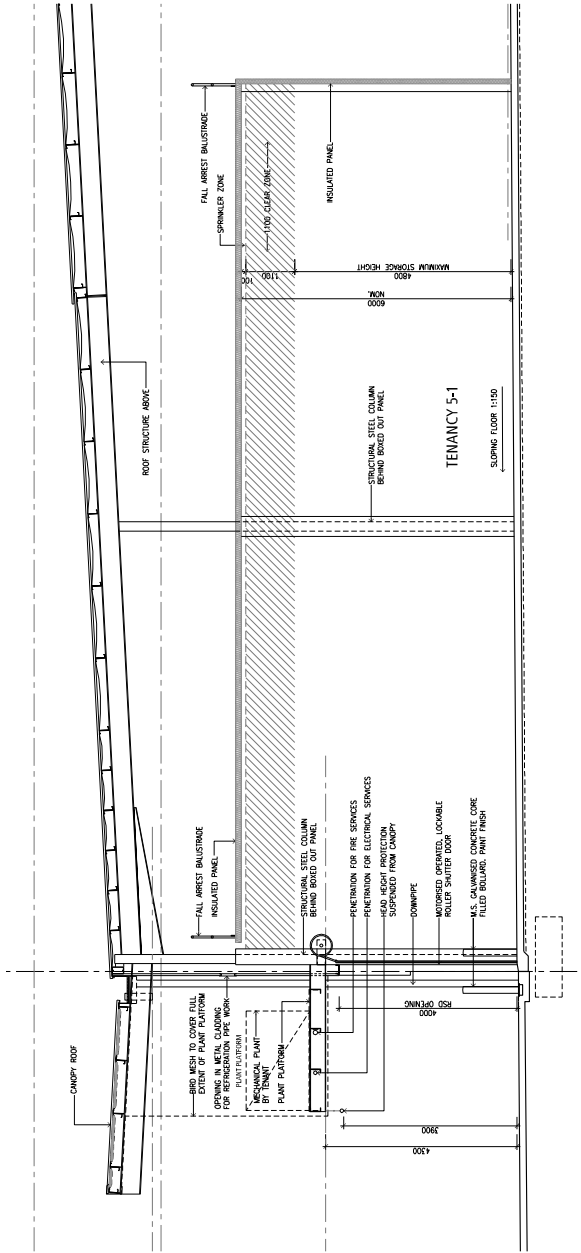
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TITLE: Tenancy Leasing Plan Tenancy No. 5-1
PREPARED BY: Hansen Yuncken

DATE: January, 2015
DRAWN BY: NN
SCALE: 1:50 @ A1
CHECKED BY: 1:100 @ A3

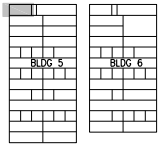
PROJECT NO: 15001
DRAWING NO: L5-1
REVISION: A

TENANCY LEASING PLAN 5-1 CONT.



LEGEND:

- B BOLLARD
- pyp DOWNPIPE WITH PROTECTOR
- CS ROLLER SHUTTER CONTROL SWITCH
- ✦ TW TRADE WASTE
- ⊠ ST SALT TRAP
- PA DOOR PEDESTRIAN ACCESS DOOR
- RSD ROLLER SHUTTER DOOR
- DB DISTRIBUTION BOARD
- FHR FIRE HOSE REEL
- FSP FIRE SERVICES PIPEWORK & EXPOSED SPRINKLER HEAD BELOW INSULATED PANEL
- ⊕ HIGH LEVEL SPRINKLER HEADS
- LIGHT FITTING BELOW CEILING
- ⊕ EMERGENCY LIGHT FITTING
- HB HIGH BAY LIGHT FITTINGS
- ⊠ 2400mm PRECAST CONCRETE DADO PANEL EXTERNAL WALL WITH METAL CLADDING FIXED TO GATES OVER
- ⊠ FOOD-GRADE PIR INSULATION PANELS AS SCHEDULED, 100mm THICK.



LEASING PLAN				
BL	DATE	REVISION	BY	CHECK
1	2024-01-15	ISSUED FOR GATE		



PROJECT: Melbourne Market Relocation Project
Market Warehousing, Part A

TITLE: Tenancy Leasing Plan
Tenancy No. 5-1

PROPOSER: Hansen Yuncken

DATE: January, 2015

DRAWN BY: NN

SCALE: 1:50 @ A1

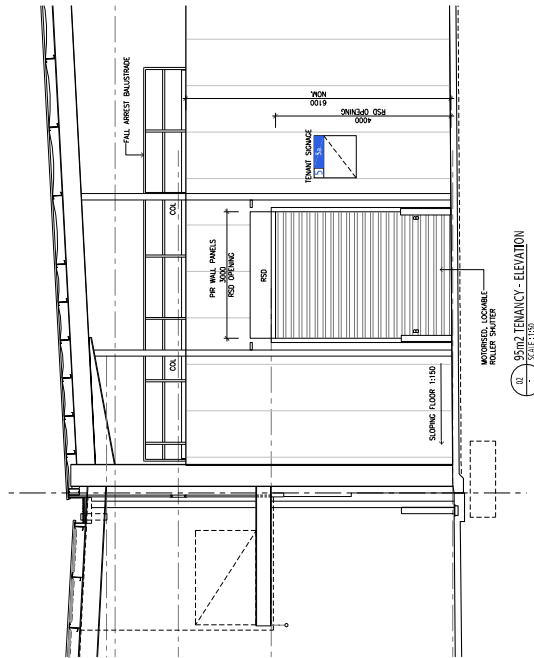
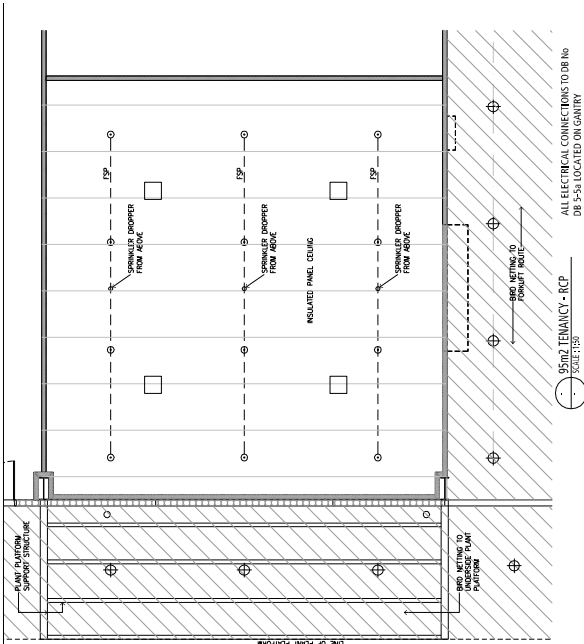
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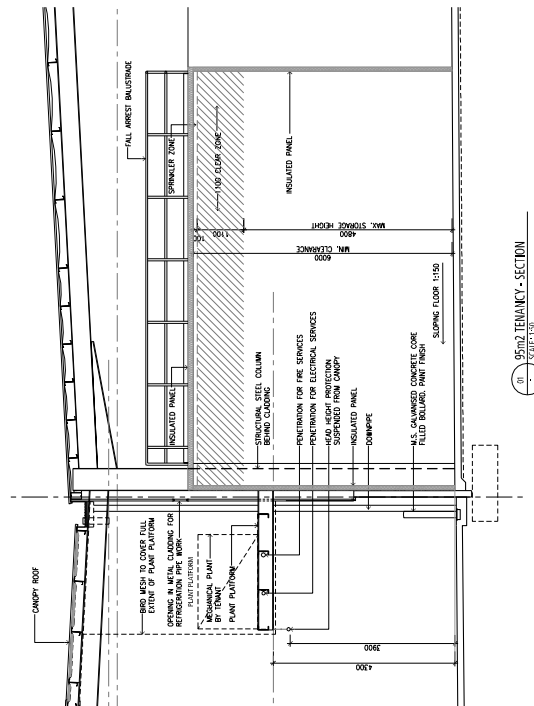
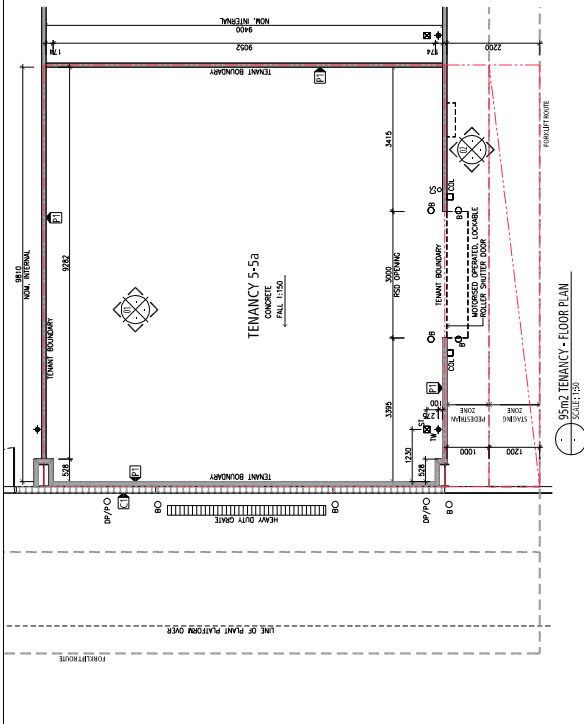
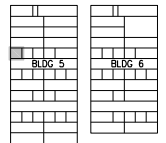
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TENANCY LEASING PLAN 5-5a



- LEGEND:**
- B BOLLARD
 - DP/FP DOWNPIPE WITH PROTECTOR
 - CS COLLAR SWITCH CONTROL SWITCH
 - ↑ TW TRADE WASTE
 - ⊕ ST SALT TRAP
 - FD PA DOOR PEDESTRIAN ACCESS DOOR
 - RSD ROLLER SHUTTER DOOR
 - DB DISTRIBUTION BOARD
 - FHR FIRE HOSE REEL
 - FSP FIRE SERVICES PIPING & EXPOSED SPRINKLER HEAD BELOW INSULATED PANEL
 - ⊕ HL HIGH LEVEL SPRINKLER HEADS
 - LIGHT FITTING BELOW CEILING
 - ⊕ EL EMERGENCY LIGHT FITTING
 - ⊕ HB HIGH BAY LIGHT FITTINGS
 - ⊕ 2400mm PRECAST CONCRETE DADO PANEL EXTERNAL WALL WITH METAL CLADDING FIXED TO CONCRETE OVER
 - ⊕ FOOD-GRADE FR INSULATION PANELS AS SCHEDULED, 100mm THICK.



LEASING PLAN

BL DATE: _____ REVISION: _____ BY: _____
 15-04-2015 1500 TO CLASH: _____ BY: _____

PROJECT: Melbourne Market Relocation Project
 Market Warehousing, Part A

TITLE: Tenancy Leasing Plan
 Tenancy No. 5-5a

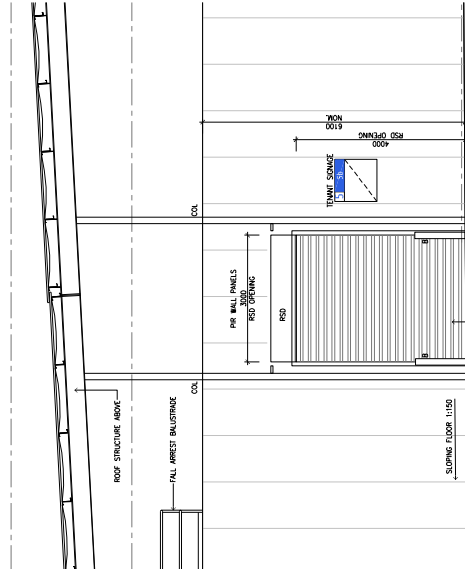
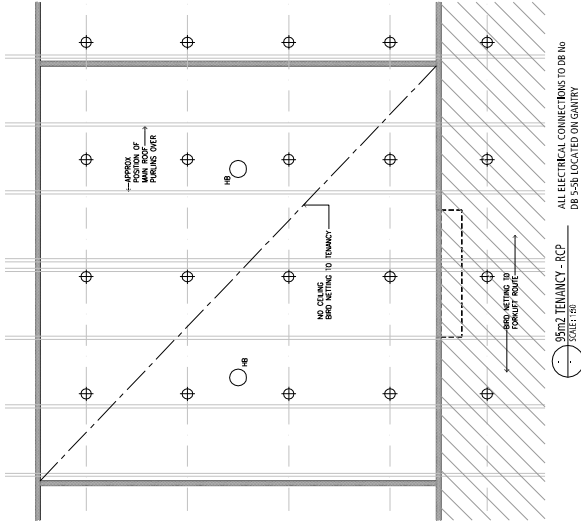
PROJECT NO: Hansen Yuncken

DATE: January, 2015
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JOB NO: 15001 DRAWING: L5-5a REVISION: A

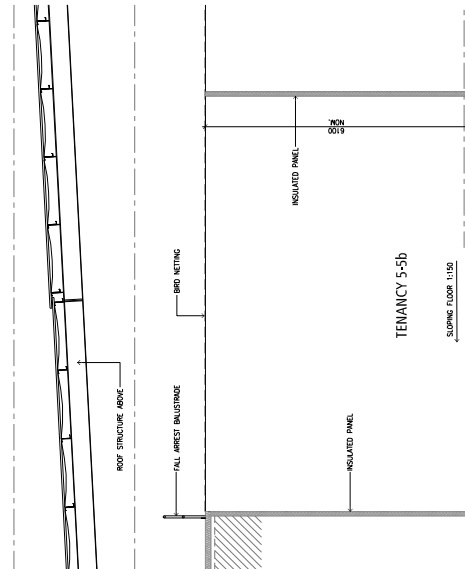
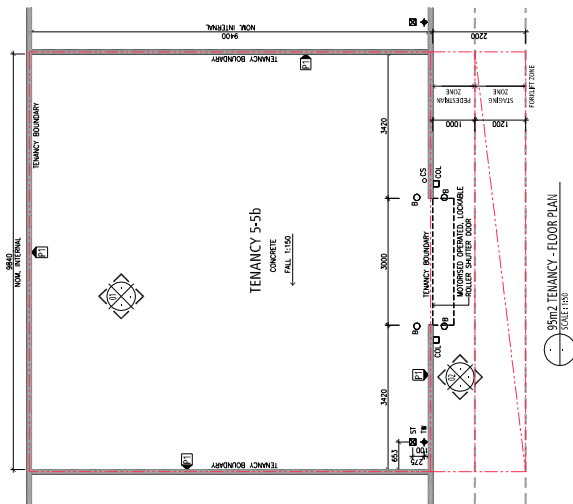
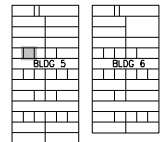
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TENANCY LEASING PLAN 5-5b



LEGEND:

- B BOLLARD
- DP/PP DOWNPIPE WITH PROTECTOR
- CS ROLLER SHUTTER CONTROL SWITCH
- ▲ TRASH WASTE
- ⊕ ST SALT TRAP
- P.A. DOOR PEDESTRIAN ACCESS DOOR
- RSB ROLLER SHUTTER DOOR
- DB DISTRIBUTION BOARD
- FHR FIRE HOSE REEL
- FSR FIRE SERVICES PIPERWORK & EXPOSED SPRINKLER HEAD BELOW INSULATED PANEL
- HHL HIGH LEVEL SPRINKLER HEADS
- LFL LIGHT FITTING BELOW CEILING
- ⊕ EL EMERGENCY LIGHT FITTING
- HBL HIGH BAY LIGHT FITTINGS
- ⊕ EPC 2400mm PRECAST CONCRETE DADO PANEL EXTERNAL WALL WITH METAL CLADDING FIXED TO CONCRETE OVER
- ⊕ EPI 1000mm GRADE FHR INSULATION PANELS AS SCHEDULED, 100mm THICK.



LEASING PLAN

BL	DATE	REVISION	BY	CHK
1	2020-01-20	ISSUE TO CLIENT	JHL	RD



PROJECT: Melbourne Market Relocation Project Market Warehousing, Part A

TITLE: Tenancy Leasing Plan Tenancy No. 5-5b

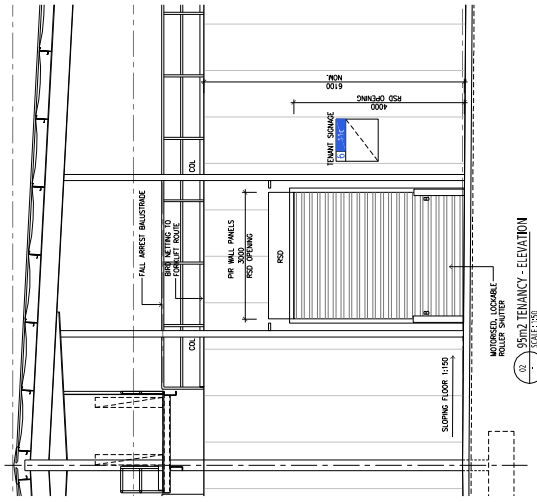
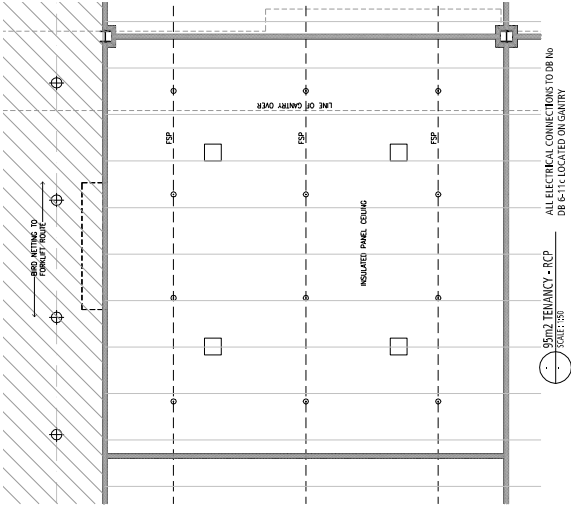
PREPARED BY: Hansen Yuncken

DATE: January, 2015
 DRAWN BY: JN
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 CHECKED BY: RD

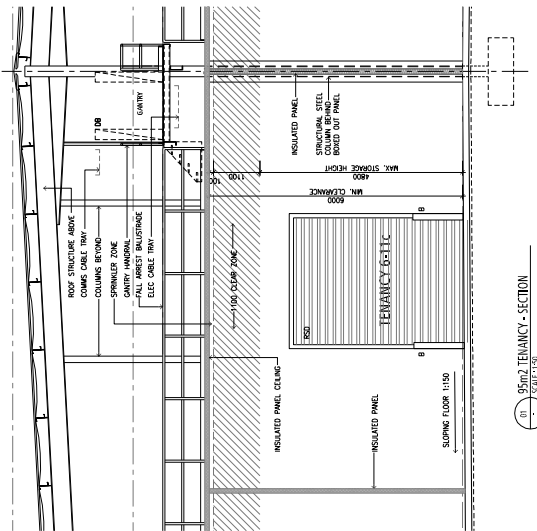
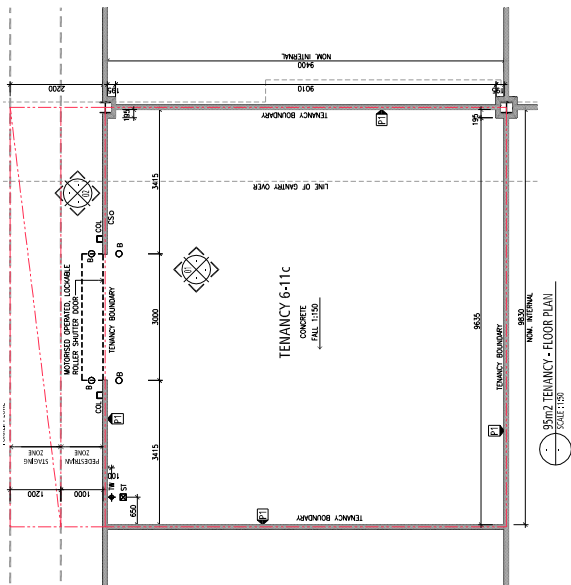
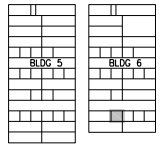
PROJECT NO: 15001
 DRAWING NO: L5-5b
 SHEET NO: A

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TENANCY LEASING PLAN 6-11c



- LEGEND:**
- B BOLLARD
 - DP/P DOWNPIPE WITH PROTECTOR
 - CS COLLAR SWITCH
 - ↑ HW TRADE WASTE
 - ⊠ ST SALT TRAP
 - ⊠ PD FC DOOR PEDESTRIAN ACCESS DOOR
 - RSD ROLLER SHUTTER DOOR
 - DB DISTRIBUTION BOARD
 - FR FIRE HOSE REEL
 - FSP FIRE SERVICES PIPINGWORK & EXPOSED SPRINKLER HEAD BELOW INSULATED PANEL
 - ⊕ HIGH LEVEL SPRINKLER HEADS
 - ⊕ LIGHT FITTING BELOW CEILING
 - ⊕ EMERGENCY LIGHT FITTING
 - HB HIGH BAY LIGHT FITTINGS
 - ⊠ 2400mm PRECAST CONCRETE DADO PANEL EXTERNAL WALL WITH METAL CLADDING FIXED TO GABLE OVER
 - ⊠ FOOD-GRADE PFR INSULATION PANELS AS SCHEDULED, 100mm THICK.



LEASING PLAN

BL.	DATE	REVISION	BY	CHEK
1	2015-01-20	ISSUE TO CLIENT	AW	AW

PROJECT: Melbourne Market Relocation Project
Market Warehousing, Fatt A

TITLE: Tenancy Leasing Plan
Tenancy No. 6-11c
Hansen Yuncken

DATE: January, 2015

DRAWN BY: NIN

SCALE: 1:50 @ A1

SCALE: 1:100 @ A3

CHECKED BY: RO

DATE: 15 JAN 2015

JOB NO: 15001 **JOB NAME:** L6-11c **REVISION:** A

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Warehousing

Matthew Elliott: P 9258 6105 M 0448 908 821

or via email to:

warehousing@melbournemarkets.com.au

