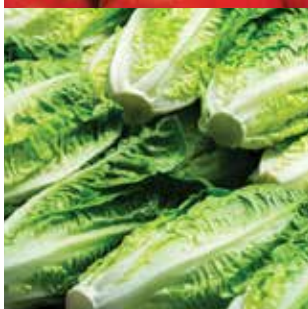
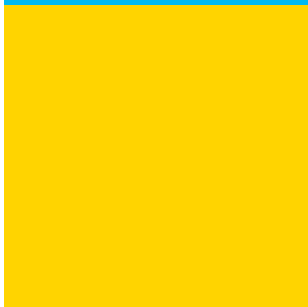
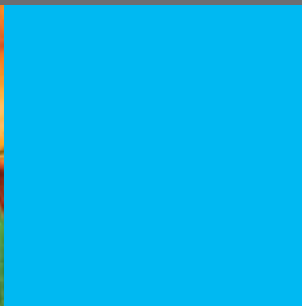
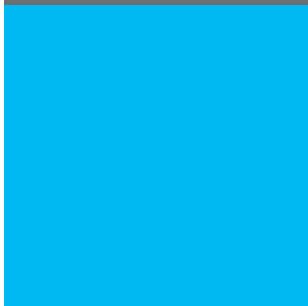


Warehouse Building 7 Information Pack 1 March 2019



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The material in this document has been prepared from various sources and not verified any 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.

The construction of Warehouse Building 7 is subject to landlord approval.

ALLOCATION PROCESS & KEY DATES

The timeline for tenant commitments to Warehouse Building 7 is:

March 2019

- > Builder appointed

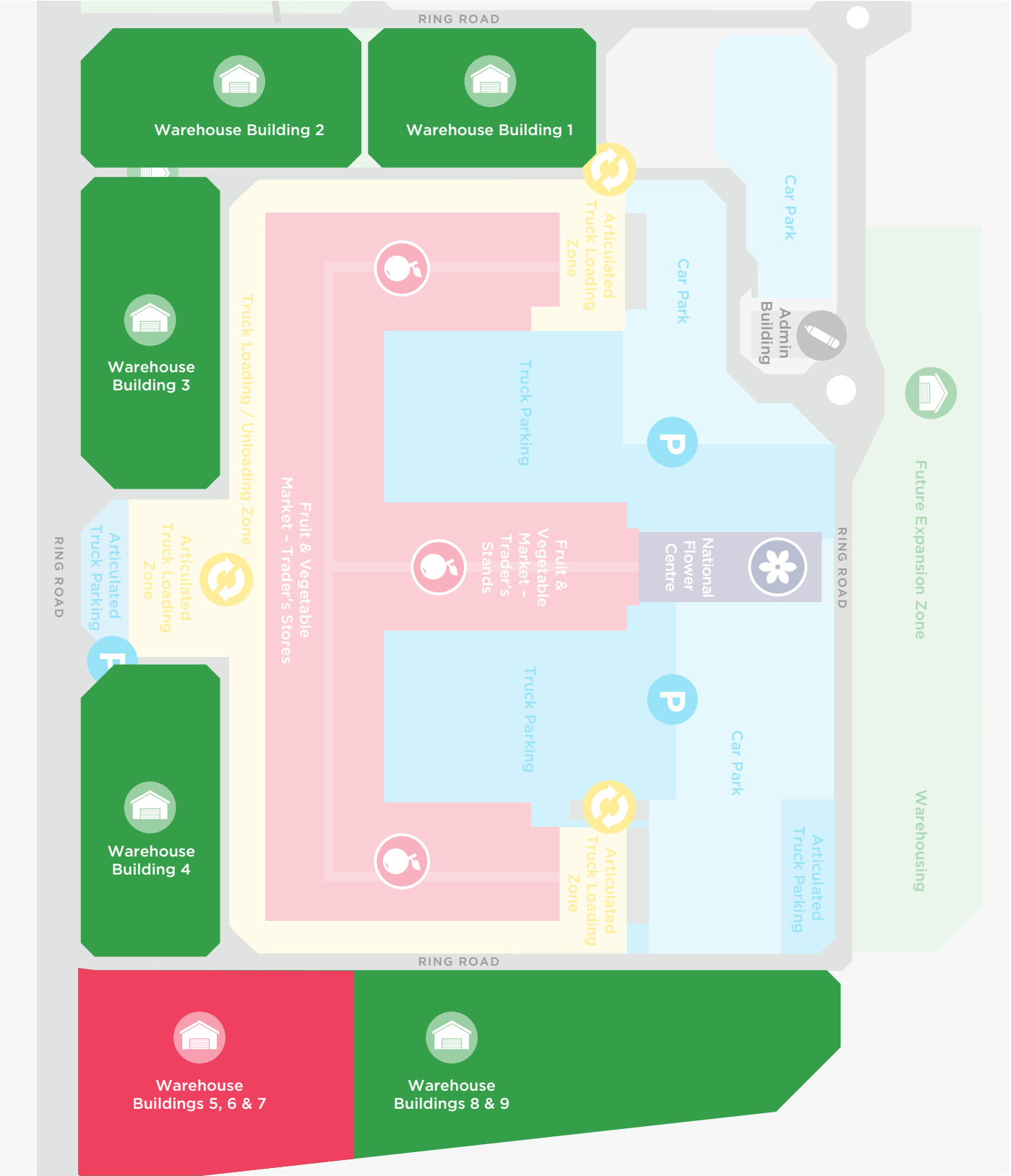
22 March 2019

- > Auction and allocation process
- > Tenant execution of agreement for lease and lease
- > Payment of base rent for one month (plus additional rent if applicable)

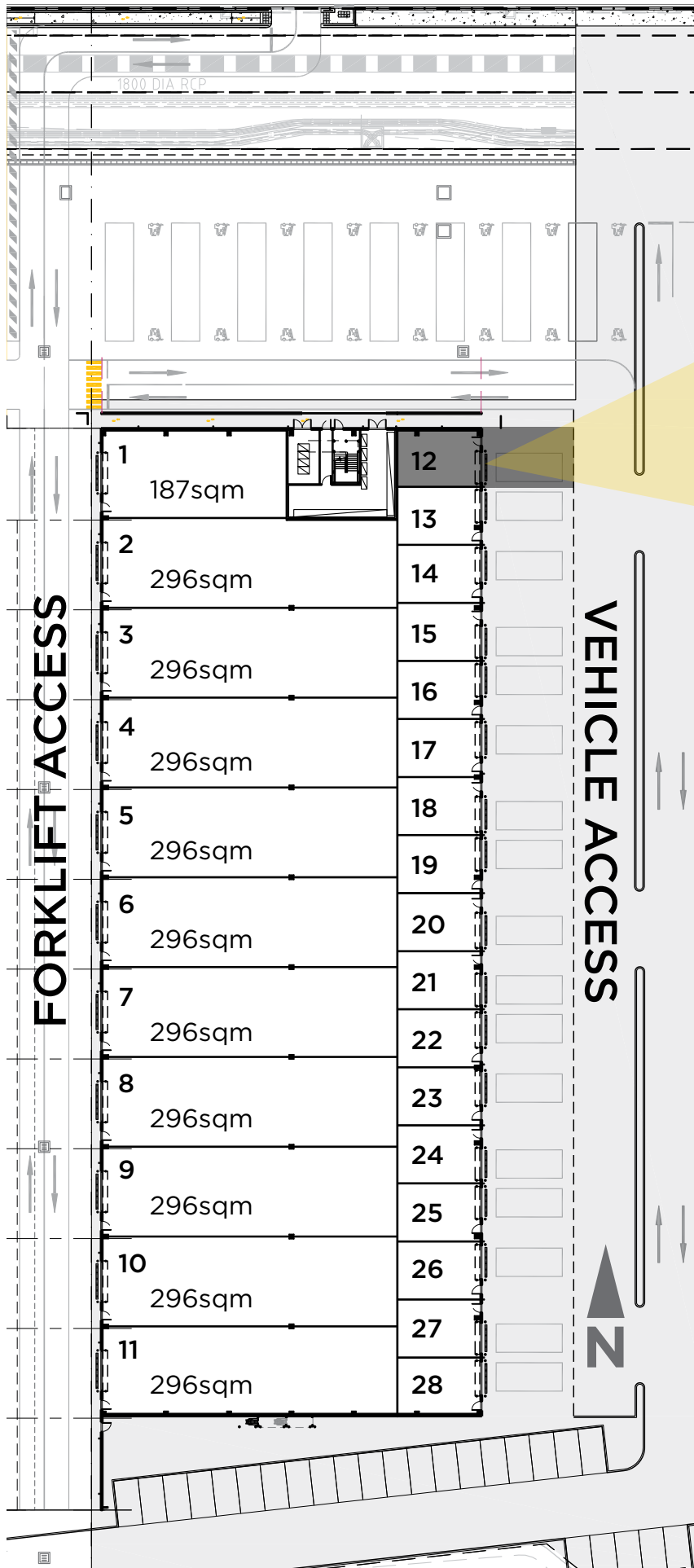
29 March 2019

- > Provide security bond required under the terms of the lease by bank guarantee (6 months base rent plus GST)

SITE PLAN



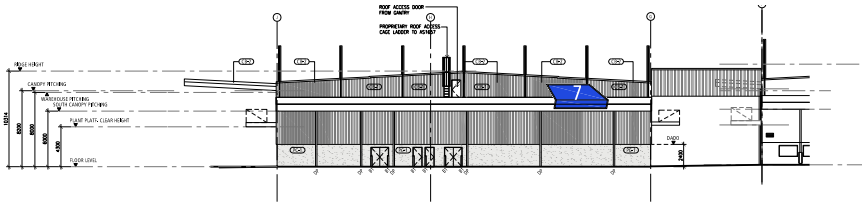
BUILDING 7 PLAN



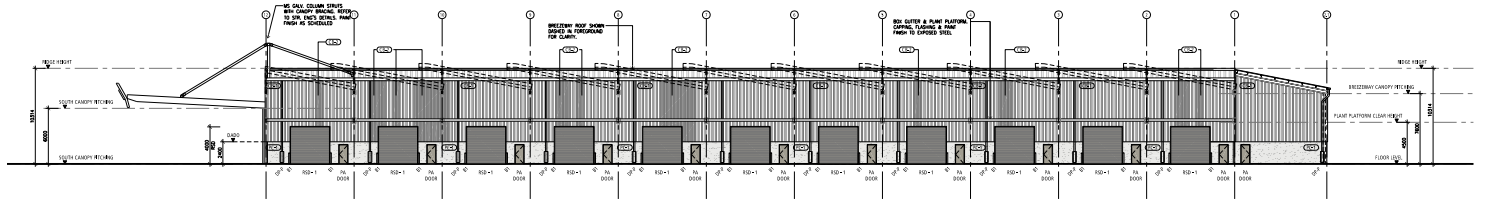
55sqm internal plus
60sqm undercover
external area suitable for
light commercial vehicle
parking.

Opportunities to
consolidate modules to
create bigger tenancies.

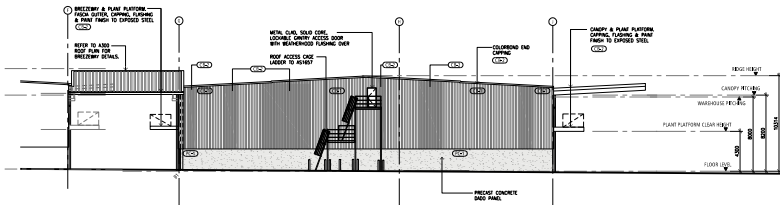
BUILDING ELEVATIONS



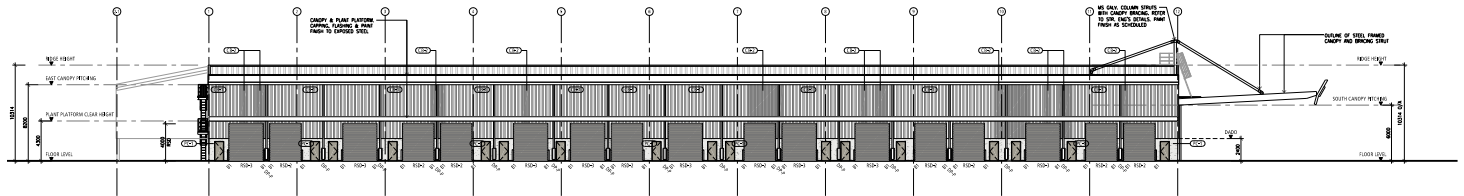
North Elevation
SCALE: 1:200



West Elevation
SCALE: 1:200



South Elevation
SCALE: 1:200



East Elevation
SCALE: 1:200

MATERIAL FINISHES SCHEDULE

ITEM	DESCRIPTION	MATERIAL/FINISH/DETAILS
GROUND SLABS		
1	Warehouse – Internal	Reinforced concrete slab with ashford formula non-slip finish and 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), with PIR panels above dado walls.
2	Inter-tenancy Wall (standard)	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	<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>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. The roller door is lockable and motorised.
SPRINKLERS		
1	Pipework	Above ceiling with wet head droppers (heads need to change to dry penant if converted to a cool room).

MATERIAL FINISHES SCHEDULE

ITEM	DESCRIPTION	MATERIAL/FINISH/DETAILS
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	There are no coolrooms installed. Tenants can install their own cooling equipment subject to complying with the fit out guidelines and obtaining MMA approval prior to installation. Option for cool room conversion/installation by building contractor will be available at tenant cost.
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 in Warehouse Buildings 5 and 6 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.

SERVICES SCHEDULE

The following schedule provides information on the services for Warehouse Building 7.

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) in Buildings 5 and 6. 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.</p> <p>One double GPO power connection and reticulation from the tenancy sub-board (including GPO's and task lighting) all by the tenant.</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>
2	Lighting	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 fitout works, the tenant must provide this at its own cost.

SERVICES SCHEDULE

ITEM	DESCRIPTION	DETAIL
HYDRAULICS		
1	Potable Water	25mm cold water supply, with connection valve, will be available for each tenancy at high level from the central elevated services platform, with metering facility.
2	Hot Water Units	No hot water units are included. If they are required, they are a tenant supply and install item at its own cost.
FIRE		
1	Sprinklers	The tenant spaces have sprinklers for the shell warehouse. The tenant's fitout works may require modification to the sprinkler system, which is the responsibility of the tenant.
2	Fire Hydrants & Hose Reels	Fire hydrants and hose reels are provided around the warehouse in accordance with BCA and MFB requirements.
3	EWIS & Smoke detection	EWIS and smoke detection system will be provided for the warehouse in accordance with BCA and MFB requirements. The tenant's fitout works may require modification to the EWIS and smoke detection system, which is the responsibility of the tenant.
COMMUNICATIONS		
1	Communications	Data and communication services rack is provided either in the services room or on the services gantry depending on location of the tenancy space and the tenants will be responsible for connecting to the rack and reticulation of the data and communications services to the tenancy space using a dedicated service route via the central elevated services platform.
2	Security	No security system is included for the tenancy spaces. If required in the tenancy space, the tenant is responsible to supply and install item at its own cost.
3	CCTV	CCTV is provided in the external areas and common amenities area in Buildings 5 and 6. If required in the tenancy space, the tenant is responsible for supply and install item at its own cost. The tenant must comply with the MMA's "Terms of Installation and Use" Policy.

BUILDING LOADING LIMITS SCHEDULE

ITEM	DESCRIPTION	DETAIL
FLOOR LOADS		
1	Tenant Spaces	Tenant spaces can 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.
ROOF LOADS		
1	Roof	The roof structure can accommodate normal loads associated with building access equipment and safety lines, and generally loads from tenants ceiling hung mechanical equipment (e.g. conventional FCU units), insulated ceiling panels, lighting and other services at specified locations. The roof structure is not able to support heavy plant and equipment, 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 is not able to support heavy plant and equipment, such as hi-humidity FCU units, etc.

RENTAL SCHEDULE & OPTIONS

Rent* excludes GST and outgoings

Tenancy #	Insulated walls and ceiling
1	\$46,900
2-11	\$55,150
12-28	\$20,900

* Assumes 1 March 2020 occupancy of warehouse.

Insulated inter-tenancy walls and insulated ceiling

The standard building includes inter-tenancy walls with 100mm thick PIR insulated panels, provides a ceiling to the tenancy with 100mm thick PIR insulated panels.

Refer to the Material Finishes Schedule for more information on pages 7 and 8.

Option 1 – cool room

This option is for the cool room to be supplied by the contractor constructing Warehouse Building 7 at tenant cost.

OUTGOINGS ESTIMATE

Council Rates	6.39% NAV/annum	Tenant Responsibility No rates payable until 2020
Fire Services Levy	0.0655% of CIV/annum plus fixed charge commercial \$174.43	Tenant Responsibility
Land Tax	Applicable	Tenant Responsibility
Water	\$2.8503/kl	Tenant Responsibility
Sewer	\$2.0153/kl	Tenant Responsibility
Electricity	Peak \$0.305320/kWh Off peak \$0.142120/kWh Supply charge \$1.40/day This is a bundled account, no other usage/connection fees are payable.	Tenant Responsibility
Gas		Tenant Responsibility
Telecommunications		Tenant Responsibility
Air Conditioning		Tenant Responsibility
Security		Tenant Responsibility
Common Areas – waste, cleaning, power		Included in rent

Notes:

- Council rates are calculated on NAV – net annual value assessed by Council for the premises;
- CIV – Capital Improved Value assessed by the Council;
- The rates and costs provided are estimates and subject to confirmation;
- The land tax valuation of the land is based on the site value calculated by Whittlesea Council, which forms the basis of the land tax calculation (if the value of the land exceeds \$250,000) and is based on a sliding scale. The State Revenue Office has not yet issued a land tax assessment for the warehouses.
- Details in the above table are correct as at January 2019 and are subject to change.

How will warehousing be allocated?

As there are multiple parties seeking the same space, an auction will be undertaken to determine warehousing allocation.

Who is eligible for Market Warehousing?

The businesses that are eligible for 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 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 6 months' base rent (including GST) for the term of the lease.

Will car parking be provided for Market Warehousing?

There is one parking bay allocated per warehouse tenancy for tenancies numbered 1-11. Warehouse tenancies numbered 12-28 have provision for passenger or light commercial vehicle access as identified in the building plan.

There are common area short term loading and unloading bays at the front of Building 7.

There is no permanent truck parking associated with the Building 7 and there is no direct truck access to any warehouse space.

How will tenants be involved in warehouse design?

The design process will continue over the first half of 2019, 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.

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 early 2020.

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.

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).

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.

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 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 6 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 Complex (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 bank guarantee required under the lease; > the Landlord is satisfied that the Tenant Works have been completed in accordance with the Tenancy Fit Out Guide and a Certificate of Occupancy has been obtained; > practical completion of the Landlord's Works has been achieved; > the Landlord's Works of the 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 Building 7 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 2 years to 5 years with extension options of the same term.
Commencement Date	2 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 the rent for the first 6 months of the Lease (plus GST) in the form of a bank guarantee.
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 pro rata 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> <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 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>

ISSUE	DESCRIPTION
Termination by the Landlord	<p>The Landlord may terminate the Lease if:</p> <ul style="list-style-type: none"> (a) a change in control of the Tenant entity occurs without the consent of the Landlord; (b) the rent or the Tenant's other payments remain unpaid for 14 days after written notice from the Landlord; (c) an insolvency event of the type specified in the Lease occurs in respect of the Tenant, and the Tenant fails to prove to the Landlord within 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	<p>Either party may terminate the Lease if the Premises are wholly or substantially damaged or destroyed and reinstatement by the Landlord does not start within a reasonable time or is not likely to be completed within 9 months.</p>
Holding Over	<p>If the Tenant occupies the Premises after the termination date without objection from the Landlord, it does so as a monthly tenancy at the Rent which the Tenant was paying immediately before the Termination Date increased by 4%. The Landlord may increase the monthly rent by giving the Tenant one month's prior written notice.</p> <p>Either party may end the tenancy by giving one month's prior written notice.</p>
Make Good obligations	<p>At the end of the Lease, the Tenant must vacate the Premises and:</p> <ul style="list-style-type: none"> (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 Lease)	<p>The Tenant must give the Landlord an amount equal to the rent for the first month of the Lease (plus GST)</p>
Extension Options	<p>The Tenant may take two further terms equal to the initial term e.g. 5 + 5 + 5 or 3 + 3 + 3 etc.</p>

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.



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