

12 Loose-fill asbestos insulation

If the land includes residential premises, within the meaning of the Home Building Act 1989, Part 8, Division 1A, that are listed on the Register kept under that Division, a statement to that effect.

No information available. Contact NSW Fair Trading for more information
<https://www.fairtrading.nsw.gov.au/loose-fill-asbestos-insulation-register>

13 Mine subsidence

Whether the land is declared to be a mine subsidence district, within the meaning of the Coal Mine Subsidence Compensation Act 2017

No

14 Paper subdivision information

- (1) The name of any development plan adopted by a relevant authority that—
 - (a) applies to the land, or
 - (b) is proposed to be subject to a ballot No
 - (2) The date of any subdivision order that applies to the land.
 - (3) Words and expressions used in this clause have the same meaning as in this Regulation, Part 10 and the Act, Schedule 7.
- N/A

15 Property vegetation plans

If the land is land in relation to which a property vegetation plan is approved and in force under the Native Vegetation Act 2003, Part 4, a statement to that effect, but only if the council has been notified of the existence of the plan by the person or body that approved the plan under that Act.

No

For further information, contact the Local Land Services 1300 795 299
admin.riverina@lls.nsw.gov.au

16 Biodiversity stewardship sites

If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under the Biodiversity Conservation Act 2016, Part 5, a statement to that effect, but only if the council has been notified of the existence of the agreement by the Biodiversity Conservation Trust.

No, Council has not been notified by the Director General of the Office of Environment and Heritage that an agreement exists on the subject land

Note— Biodiversity stewardship agreements include biobanking agreements under the Threatened Species Conservation Act 1995, Part 7AA that is taken to be certified under the Biodiversity Conservation Act 2016, Part 8.

17 Biodiversity certified land

If the land is biodiversity certified land under the *Biodiversity Conservation Act 2016*, Part 8, a statement to that effect.

Note— Biodiversity certified land includes land certified under the *Threatened Species Conservation Act 1995*, Part 7AA that is taken to be certified under the *Biodiversity Conservation Act 2016*, Part 8.

No

18 Orders under Trees (Disputes Between Neighbours) Act 2006

Whether an order has been made under the Trees (Disputes Between Neighbours) Act 2006 to carry out work in relation to a tree on the land, but only if the council has been notified of the order.

No Information available

19 Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works

(1) If the Coastal Management Act 2016 applies to the council, whether the owner, or a previous owner, of the land has given written consent to the land being subject to annual charges under the Local Government Act 1993, section 496B, for coastal protection services that relate to existing coastal protection works.

(2) In this clause—

existing coastal protection works has the same meaning as in the Local Government Act 1993, section 553B.

Note— Existing coastal protection works are works to reduce the impact of coastal hazards on land, such as seawalls, revetments, groynes and beach nourishment, that existed before 1.1.2011.

N/A

20 Western Sydney Aerotropolis

Whether under State Environmental Planning Policy (Precincts—Western Parkland City) 2021, Chapter 4 the land is—

- (a) in an ANEF or ANEC contour of 20 or greater, as referred to in that Chapter, Section 4.17, or
- (b) shown on the Lighting Intensity and Wind Shear Map, or
- (c) shown on the Obstacle Limitation Surface Map, or
- (d) in the “public safety area” on the Public Safety Area Map, or
- (e) in the “3 kilometre wildlife buffer zone” or the “13 kilometre wildlife buffer zone” on the Wildlife Buffer Zone Map.

N/A

21 Development consent conditions for seniors housing

If [State Environmental Planning Policy \(Housing\) 2021](#), Chapter 3, Part 5 applies to the land, any conditions of a development consent granted after 11 October 2007 in relation to the land that are of the kind set out in that Policy, section 88(2).

There are no conditions of a development consent granted after 11 October 2007, in relation to the land, that are of the kind set out in Section 88(2) of SEPP (Housing 2021).

22 Site compatibility certificates and development consent conditions for affordable rental housing

- (1) Whether there is a current site compatibility certificate under State Environmental Planning Policy (Housing) 2021, or a former site compatibility certificate, of which the council is aware, in relation to proposed development on the land and, if there is a certificate—
 - (a) the period for which the certificate is current, and
 - (b) that a copy may be obtained from the Department.
- (2) If [State Environmental Planning Policy \(Housing\) 2021](#), Chapter 2, Part 2, Division 1 or 5 applies to the land, any conditions of a development consent in relation to the land that are of a kind referred to in that Policy, section 21(1) or 40(1).
- (3) Any conditions of a development consent in relation to land that are of a kind referred to in [State Environmental Planning Policy \(Affordable Rental Housing\) 2009](#), clause 17(1) or 38(1).
- (4) In this section—
former site compatibility certificate means a site compatibility certificate issued under [State Environmental Planning Policy \(Affordable Rental Housing\) 2009](#).

There is no site compatibility certificate under SEPP (Housing) 2021, or a former site compatibility certificate, that Council is aware of in relation to the land. There are no conditions of a development consent, in relation to the land, that are of the kind set out in clause 17(1) or 38(1) of SEPP Housing 2021.

23 Water or sewerage services

If water or sewerage services are, or are to be, provided to the land under the [Water Industry Competition Act 2006](#), a statement to that effect.

Note: A public water utility may not be the provider of some or all of the services to the land. If a water or sewerage service is provided to the land by a licensee under the [Water Industry Competition Act 2006](#), a contract for the service will be deemed to have been entered into between the licensee and the owner of the land. A register relating to approvals and licences necessary for the provision of water or sewerage services under the [Water Industry Competition Act 2006](#) is maintained by the Independent Pricing and Regulatory Tribunal and provides information about the areas serviced, or to be serviced, under that Act. Purchasers should check the register to understand who will service the property. Outstanding charges for water or sewerage services provided under the [Water Industry Competition Act 2006](#) become the responsibility of the purchaser.

N/A

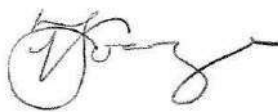
Contaminated Land

The following matters are prescribed by section 59(2) of the [Contaminated Land Management Act 1997](#) as additional matters to be specified in a planning certificate:

- (a) that the land to which the certificate relates is significantly contaminated land within the meaning of that Act—if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued,
No, The land is not listed on the State Register for significantly contaminated land.
- (b) that the land to which the certificate relates is subject to a management order within the meaning of that Act—if it is subject to such an order at the date when the certificate is issued,
No, the land is not subject to an order.
- (c) that the land to which the certificate relates is the subject of an approved voluntary management proposal within the meaning of that Act—if it is the subject of such an approved proposal at the date when the certificate is issued,
No, the land is not subject to a voluntary management proposal.
- (d) that the land to which the certificate relates is subject to an ongoing maintenance order within the meaning of that Act—if it is subject to such an order at the date when the certificate is issued,
No, the land is not subject to an ongoing maintenance order.
- (e) that the land to which the certificate relates is the subject of a site audit statement within the meaning of that Act—if a copy of such a statement has been provided at any time to the local authority issuing the certificate.
No, the land is not subject of a site audit statement.

Notes:

In addition to the above and in line with the Council's [Contaminated Land Management Policy 2020 - POL 030](#) and [Asbestos Policy - POL 029](#), due to the past land uses on or near the parcel is identified on Council's potentially contaminated register.



Vicky Tooze
Development Administration Officer

FOR:
GENERAL MANAGER



City of
Wagga Wagga

Planning Certificate

(Section 10.7(2) – Environmental Planning and Assessment Act 1979)
(previously s149(2) certificate)

Certificate Details

Certificate No: ePL2025/0072
Receipt date: 09 February 2025

Applicant Details

Name & Address: Infotrack Pty Ltd
GPO Box 4029
SYDNEY NSW 2001

Your Reference: SS006725

Land

Property No: 155705
Title Description: Lot 13 DP 255148
Address: 7 Say St EAST WAGGA WAGGA NSW 2650

Disclaimer

Information contained in this certificate is valid on the date issued and relates only to the land for which this certificate is issued. The information is provided in good faith subject to sections Schedule 6(2) and 10.7(6) of the Environmental Planning and Assessment Act 1979 and Council shall not incur any liability in respect of any such advice.

This certificate provides prescribed and other relevant information affecting how land may be used including certain restrictions on development. The certificate contains information Council is aware of through its records and environmental plans, along with data supplied by the State Government. Title information shown on this certificate is provided from Council's records and may not conform to information shown on the current Certificate of Title. Easements, restrictions as to uses, rights of way and other similar information shown on the title of the land are not provided on this certificate.

1 Names of relevant planning instruments and development control plans

- (1) The name of each environmental planning instrument and development control plan that applies to the carrying out of development on the land.

Wagga Wagga Local Environmental Plan 2010 (WWLEP 2010)

State Environmental Planning Policies

Wagga Wagga Development Control Plan 2010

- SEPP (Biodiversity and Conservation) 2021
- SEPP (Sustainable Buildings) 2022
- SEPP (Exempt and Complying Development Codes) 2008
- SEPP (Housing) 2021
- SEPP (Industry and Employment) 2021
- SEPP (Planning Systems) 2021
- SEPP (Precincts – Regional) 2021
- SEPP (Primary Production) 2021
- SEPP (Resilience and Hazards) 2021
- SEPP (Resources and Energy) 2021
- SEPP (Transport and Infrastructure) 2021

- (2) The name of each proposed environmental planning instrument and draft development control plan, which is or has been subject to community consultation or public exhibition under the Act, that will apply to the carrying out of development on the land.

Draft LEP proposed under WWLEP 2010

Nil

Draft DCP

Nil

Draft SEPP

Draft Amendment to Transport and Infrastructure SEPP amendment (Chapter 4 Major Infrastructure Corridors).

- (3) Subclause (2) does not apply in relation to a proposed environmental planning instrument or draft development control plan if—

- (a) it has been more than 3 years since the end of the public exhibition period for the proposed instrument or draft plan, or
- (b) for a proposed environmental planning instrument—the Planning Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved.

N/A

- (4) In this clause—

proposed environmental planning instrument means a draft environmental planning instrument and includes a planning proposal for a local environmental plan

2 Zoning and land use under relevant planning instruments

The following matters for each environmental planning instrument or draft environmental planning instrument that includes the land in a zone, however described—

- (a) the identity of the zone, whether by reference to—
 - (i) a name, such as “Residential Zone” or “Heritage Area”, or
 - (ii) a number, such as “Zone No 2 (a)”,
E4 General Industrial under WWLEP 2010:
Objectives of zone
 - To provide a range of industrial, warehouse, logistics and related land uses.
 - To ensure the efficient and viable use of land for industrial uses.
 - To minimise any adverse effect of industry on other land uses.
 - To encourage employment opportunities.
 - To enable limited non-industrial land uses that provide facilities and services to meet the needs of businesses and workers.
- (b) the purposes for which development in the zone—
 - (i) may be carried out without development consent, and
 - Home businesses; Home occupations; Roads
 - (ii) may not be carried out except with development consent, and
 - Depots; Freight transport facilities; Funeral homes; Garden centres; General industries; Goods repair and reuse premises; Hardware and building supplies; Industrial retail outlets; Industrial training facilities; Kiosks; Landscaping material supplies; Light industries; Local distribution premises; Neighbourhood shops; Oyster aquaculture; Plant nurseries; Rural supplies; Take away food and drink premises; Tank-based aquaculture; Timber yards; Vehicle sales or hire premises; Warehouse or distribution centres; Any other development not specified in item 2(b)(i) or 2(b)(iii)
 - (iii) is prohibited,
 - Agriculture; Airports; Amusement centres; Camping grounds; Caravan parks; Cemeteries; Centre-based child care facilities; Commercial premises; Correctional centres; Eco-tourist facilities; Educational establishments; Entertainment facilities; Extractive industries; Farm buildings; Forestry; Function centres; Health services facilities; Home occupations (sex services); Information and education facilities; Recreation facilities (major); Registered clubs; Residential accommodation; Respite day care centres; Tourist and visitor accommodation; Water recreation structures; Wharf or boating facilities
- (c) whether any additional permitted uses apply to the land,
No

- (d) whether any development standards applying to the land fix minimum land dimensions for the erection of a dwelling house on the land and, if so, the fixed minimum land dimensions,
No
- (e) whether the land is in an area of outstanding biodiversity value under the Biodiversity Conservation Act 2016,
No
- (f) whether the land is in a conservation area, however described,
No
- (g) whether an item of environmental heritage, however described, is located on the land.
No

3 Contributions plans

- (1) The name of each contributions plan under the Act, Division 7.1 applying to the land, including any draft contributions plan.

Wagga Wagga Local Infrastructure Contributions Plan 2019-2034

City of Wagga Wagga - Development Servicing Plan - Stormwater: 2007

City of Wagga Wagga - Development Servicing Plan No 1: Sewerage Services 2013, not mapped on Council's development contribution plan however maybe imposed as part of a development proposal. Please check with Council.

- (2) If the land is in a region within the meaning of the Act, Division 7.1, Subdivision 4.

(a) the name of the region, and

(b) the name of the Ministerial planning order in which the region is identified.

No

- (3) If the land is in a special contributions area to which a continued 7.23 determination applies, the name of the area.

No

- (4) In this section—

continued 7.23 determination means a 7.23 determination that—

(a) has been continued in force by the Act, Schedule 4, Part 1, and

(b) has not been repealed as provided by that part

Note: The Act, Schedule 4, Part 1 contains other definitions that affect the interpretation of this section.

Riverina Water County Council (RWCC) is responsible for potable water supply within the Wagga Wagga City Council, Lockhart, Urana and Greater Hume Shire Council area. More information can be found on RWCC's website located at www.rwcc.nsw.gov.au

4 Complying Development

- (1) If the land is land on which complying development may be carried out under each of the complying development codes under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* because of that Policy, clause 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) or 1.19.

- (2) If complying development may not be carried out on the land because of one of those clauses, the reasons why it may not be carried out under the clause.

- (3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that—

(a) a restriction applies to the land, but it may not apply to all of the land, and

(b) the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

- (4) If the complying development codes are varied, under that Policy, clause 1.12, in relation to the land.

In relation to clause 1.19(1)(c1) Council have insufficient information to identify significantly contaminated land within the meaning of the [Contaminated Land Management Act 1997](#). Please refer to the EPA register of properties at <https://apps.epa.nsw.gov.au/prclmapp/searchregister.aspx>.

Part 3B Low Rise Housing Diversity Code (R or RU Zones)

Yes

Part 3C Greenfield Housing Code (R or RU Zones)

No

Part 3D Inland Housing Code (R or RU Zones)

Yes

Part 4 Housing Alterations Code

Yes

Part 4A General Development Code

Yes

Part 5 Industrial and Business Alterations Code

Yes

Part 5A Industrial Business Code (New Buildings and Additions) Code (B or IN or SP Zones)

Yes

Part 5B Container Recycling Facilities Code (B or IN or SP Zones)

Yes

Part 6 Subdivisions Code

Yes

Part 7 Demolition Code

Yes

Part 8 Fire Safety Code

Yes

Part 9 Agritourism and Farm Stay Accommodation Code (RU1 or RU2 or RU4 Zones)

Yes

Note: When identifying if complying development may be carried out on land under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, the response is based only on those matters identified under clauses 1.17A (1)(c) to (e), (2), (3) and (4) and 1.19 of the policy. A s10.7 certificate cannot list other matters that may result in a development being precluded from complying development (e.g. zone, lot size, etc).

5 Exempt development

- (1) If the land is land on which exempt development may be carried out under each of the exempt development codes under the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 because of that Policy, clause 1.16(1)(b1)–(d) or 1.16A.

- (2) If exempt development may not be carried out on the land because of one of those clauses, the reasons why it may not be carried out under the clause.
- (3) If the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land, a statement that—
 - (a) a restriction applies to the land, but it may not apply to all of the land, and
 - (b) the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land.
- (4) If the exempt development codes are varied, under that Policy, clause 1.12, in relation to the land.
Council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land.

Note:

Schedule 2 Exempt development codes—variations does not list any land within the Wagga City Council local government area as being land to which a variation applies.

6 Affected building notices and building product rectification orders

- (1) Whether the council is aware that—
 - (a) an affected building notice is in force in relation to the land, or
 - (b) a building product rectification order is in force in relation to the land that has not been fully complied with, or
 - (c) a notice of intention to make a building product rectification order given in relation to the land is outstanding.
- (2) In this clause—

affected building notice has the same meaning as in the [Building Products \(Safety\) Act 2017](#), Part 4. building product rectification order has the same meaning as in the Building Products (Safety) Act 2017. In this clause:

building product rectification order has the same meaning as in the [Building Products \(Safety\) Act 2017](#).

No information available, please contact NSW Fair Trading 13 32 20.

Note:

For more information, please refer to NSW Fair Trading –

Fire safety and external wall cladding www.fairtrading.nsw.gov.au/housing-and-property/fire-safety-and-external-wall-cladding

Affected building notices and building product rectification orders
<https://www.fairtrading.nsw.gov.au/trades-and-businesses/construction-and-trade-essentials/building-products#CurrentNotices>

7 Land reserved for acquisition

Whether an environmental planning instrument or proposed environmental planning instrument referred to in clause 1 makes provision in relation to the acquisition of the land by an authority of the State, as referred to in the Act, section 3.15.

No

8 Road widening and road realignment

Whether the land is affected by road widening or road realignment under—

- (a) the Roads Act 1993, Part 3, Division 2 or
- (b) an environmental planning instrument, or
- (c) a resolution of the council.

No information available for the purpose of this certificate. Contact Council to obtain current information regarding potential road widening.

9 Flood related development controls information

- (1) If the land or part of the land is within the flood planning area and subject to flood related development controls.

Council considers the land to which this certificate applies to be within the Flood Planning Area (FPA) identified within the Riverine 2018 flood study and the Major Overland Flow Flood Study 2021 (MOFFS FPA) therefore flood related development controls may apply. Property owners can review relevant information on the Wagga Online Mapping system.

- (2) If the land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls.

Council considers the land to which this certificate applies to be within the Special Flood Consideration (SFC) identified within the Major Overland Flow Flood Study 2021 (MOFFS SFC) flood planning area and therefore flood related development controls may apply. Property owners can review relevant information on the Wagga Online Mapping system.

- (3) In this clause –

flood planning area has the same meaning as in the Flood Risk Management Manual.

Floodplain Development Manual means the Flood Risk Management Manual, ISBN 978-1-923076-17-4, published by the NSW Government in June 2023.

probable maximum flood has the same meaning as in the Flood Risk Management Manual.

Note:

This information is based on the Flood Planning areas of the Wagga Wagga Revised Murrumbidgee River Floodplain Risk Management Study and Plan 2018 and the Major Overland Flow Study 2021. Property owners are advised to contact Council to obtain current information regarding local flooding and are encouraged to seek independent flooding advice from a suitably qualified person. For more information see

<https://wagga.nsw.gov.au/services/emergencies/floods/flood-studies>

Note:

Council considers the land to which this certificate applies to be affected by a Major Overland Flow Flood of 1:100 (1%), an extreme rainfall event.

10 Council and other public authority policies on hazard risk restrictions

- (1) Whether any of the land is affected by an adopted policy that restricts the development of the land because of the likelihood of land slip, bush fire, tidal inundation, subsidence, acid sulfate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another risk, other than flooding.

- (2) In this clause—

adopted policy means a policy adopted—

- (a) by the council, or
- (b) by another public authority, if the public authority has notified the council that the policy will be included in a planning certificate issued by the council.
 - **land slip?**
No, Council does not have a policy on landslip
 - **bushfire?**
No, Council does not have a policy on bushfire
 - **tidal inundation?**
No, Council does not have a policy on tidal inundation.
 - **subsidence?**
No, Council does not have a policy on subsidence.
 - **acid sulphate soils?**
No, Council does not have a policy on acid sulphate soils.
 - **contamination**
Yes, [Contaminated Land Management Policy 2020 - POL 030](#)
Yes, [Asbestos Policy - POL 029](#)
 - **aircraft noise**
No, Council does not have a policy on aircraft noise.
 - **salinity**
No, Council does not have a policy on salinity.
 - **coastal hazards**
N/A
 - **sea level rise**
N/A
 - **any other risk (other than flooding)?**
No, Council does not have a policy on any other risk (other than flooding).

11 Bush fire prone land

- (1) If any of the land is bush fire prone land, designated by the Commissioner of the NSW Rural Fire Service under the Act, section 10.3, a statement that all or some of the land is bush fire prone land.
- (2) If none of the land is bush fire prone land, a statement to that effect.
None of the land is mapped as bush fire prone land.

12 Loose-fill asbestos insulation

If the land includes residential premises, within the meaning of the Home Building Act 1989, Part 8, Division 1A, that are listed on the Register kept under that Division, a statement to that effect.

No information available. Contact NSW Fair Trading for more information
<https://www.fairtrading.nsw.gov.au/loose-fill-asbestos-insulation-register>

13 Mine subsidence

Whether the land is declared to be a mine subsidence district, within the meaning of the Coal Mine Subsidence Compensation Act 2017

No

14 Paper subdivision information

- (1) The name of any development plan adopted by a relevant authority that—
 - (a) applies to the land, or
 - (b) is proposed to be subject to a ballot No
- (2) The date of any subdivision order that applies to the land.
- (3) Words and expressions used in this clause have the same meaning as in this Regulation, Part 10 and the Act, Schedule 7.
N/A

15 Property vegetation plans

If the land is land in relation to which a property vegetation plan is approved and in force under the Native Vegetation Act 2003, Part 4, a statement to that effect, but only if the council has been notified of the existence of the plan by the person or body that approved the plan under that Act.

No

For further information, contact the Local Land Services 1300 795 299
admin.riverina@lls.nsw.gov.au

16 Biodiversity stewardship sites

If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under the Biodiversity Conservation Act 2016, Part 5, a statement to that effect, but only if the council has been notified of the existence of the agreement by the Biodiversity Conservation Trust.

No, Council has not been notified by the Director General of the Office of Environment and Heritage that an agreement exists on the subject land

Note— Biodiversity stewardship agreements include biobanking agreements under the Threatened Species Conservation Act 1995, Part 7AA that is taken to be certified under the Biodiversity Conservation Act 2016, Part 8.

17 Biodiversity certified land

If the land is biodiversity certified land under the *Biodiversity Conservation Act 2016*, Part 8, a statement to that effect.

Note— Biodiversity certified land includes land certified under the *Threatened Species Conservation Act 1995*, Part 7AA that is taken to be certified under the *Biodiversity Conservation Act 2016*, Part 8.

No

18 Orders under Trees (Disputes Between Neighbours) Act 2006

Whether an order has been made under the Trees (Disputes Between Neighbours) Act 2006 to carry out work in relation to a tree on the land, but only if the council has been notified of the order.

No Information available

19 Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works

(1) If the Coastal Management Act 2016 applies to the council, whether the owner, or a previous owner, of the land has given written consent to the land being subject to annual charges under the Local Government Act 1993, section 496B, for coastal protection services that relate to existing coastal protection works.

(2) In this clause—

existing coastal protection works has the same meaning as in the Local Government Act 1993, section 553B.

Note— Existing coastal protection works are works to reduce the impact of coastal hazards on land, such as seawalls, revetments, groynes and beach nourishment, that existed before 1.1.2011.

N/A

20 Western Sydney Aerotropolis

Whether under State Environmental Planning Policy (Precincts—Western Parkland City) 2021, Chapter 4 the land is—

- (a) in an ANEF or ANEC contour of 20 or greater, as referred to in that Chapter, Section 4.17, or
- (b) shown on the Lighting Intensity and Wind Shear Map, or
- (c) shown on the Obstacle Limitation Surface Map, or
- (d) in the “public safety area” on the Public Safety Area Map, or
- (e) in the “3 kilometre wildlife buffer zone” or the “13 kilometre wildlife buffer zone” on the Wildlife Buffer Zone Map.

N/A

21 Development consent conditions for seniors housing

If State Environmental Planning Policy (Housing) 2021, Chapter 3, Part 5 applies to the land, any conditions of a development consent granted after 11 October 2007 in relation to the land that are of the kind set out in that Policy, section 88(2).

There are no conditions of a development consent granted after 11 October 2007, in relation to the land, that are of the kind set out in Section 88(2) of SEPP (Housing 2021).

22 Site compatibility certificates and development consent conditions for affordable rental housing

- (1) Whether there is a current site compatibility certificate under State Environmental Planning Policy (Housing) 2021, or a former site compatibility certificate, of which the council is aware, in relation to proposed development on the land and, if there is a certificate—
 - (a) the period for which the certificate is current, and
 - (b) that a copy may be obtained from the Department.
- (2) If [State Environmental Planning Policy \(Housing\) 2021](#), Chapter 2, Part 2, Division 1 or 5 applies to the land, any conditions of a development consent in relation to the land that are of a kind referred to in that Policy, section 21(1) or 40(1).
- (3) Any conditions of a development consent in relation to land that are of a kind referred to in [State Environmental Planning Policy \(Affordable Rental Housing\) 2009](#), clause 17(1) or 38(1).
- (4) In this section—

former site compatibility certificate means a site compatibility certificate issued under [State Environmental Planning Policy \(Affordable Rental Housing\) 2009](#).

There is no site compatibility certificate under SEPP (Housing) 2021, or a former site compatibility certificate, that Council is aware of in relation to the land. There are no conditions of a development consent, in relation to the land, that are of the kind set out in clause 17(1) or 38(1) of SEPP Housing 2021.

23 Water or sewerage services

If water or sewerage services are, or are to be, provided to the land under the [Water Industry Competition Act 2006](#), a statement to that effect.

Note: A public water utility may not be the provider of some or all of the services to the land. If a water or sewerage service is provided to the land by a licensee under the [Water Industry Competition Act 2006](#), a contract for the service will be deemed to have been entered into between the licensee and the owner of the land. A register relating to approvals and licences necessary for the provision of water or sewerage services under the [Water Industry Competition Act 2006](#) is maintained by the Independent Pricing and Regulatory Tribunal and provides information about the areas serviced, or to be serviced, under that Act. Purchasers should check the register to understand who will service the property. Outstanding charges for water or sewerage services provided under the [Water Industry Competition Act 2006](#) become the responsibility of the purchaser.

N/A

Contaminated Land

The following matters are prescribed by section 59(2) of the [Contaminated Land Management Act 1997](#) as additional matters to be specified in a planning certificate:

- (a) that the land to which the certificate relates is significantly contaminated land within the meaning of that Act—if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued,
No, The land is not listed on the State Register for significantly contaminated land.
- (b) that the land to which the certificate relates is subject to a management order within the meaning of that Act—if it is subject to such an order at the date when the certificate is issued,
No, the land is not subject to an order.
- (c) that the land to which the certificate relates is the subject of an approved voluntary management proposal within the meaning of that Act—if it is the subject of such an approved proposal at the date when the certificate is issued,
No, the land is not subject to a voluntary management proposal.
- (d) that the land to which the certificate relates is subject to an ongoing maintenance order within the meaning of that Act—if it is subject to such an order at the date when the certificate is issued,
No, the land is not subject to an ongoing maintenance order.
- (e) that the land to which the certificate relates is the subject of a site audit statement within the meaning of that Act—if a copy of such a statement has been provided at any time to the local authority issuing the certificate.
No, the land is not subject of a site audit statement.

Notes:

In addition to the above and in line with the Council's [Contaminated Land Management Policy 2020 - POL 030](#) and [Asbestos Policy - POL 029](#), the site is not listed on Council's Register of potentially contaminated land. Property owners should conduct their own investigations to be satisfied that this property is not affected by land contamination.



Vicky Tooze
Development Administration Officer

FOR:
GENERAL MANAGER



WAGGA WAGGA CITY COUNCIL

DIAGRAM OF SEWER SERVICE

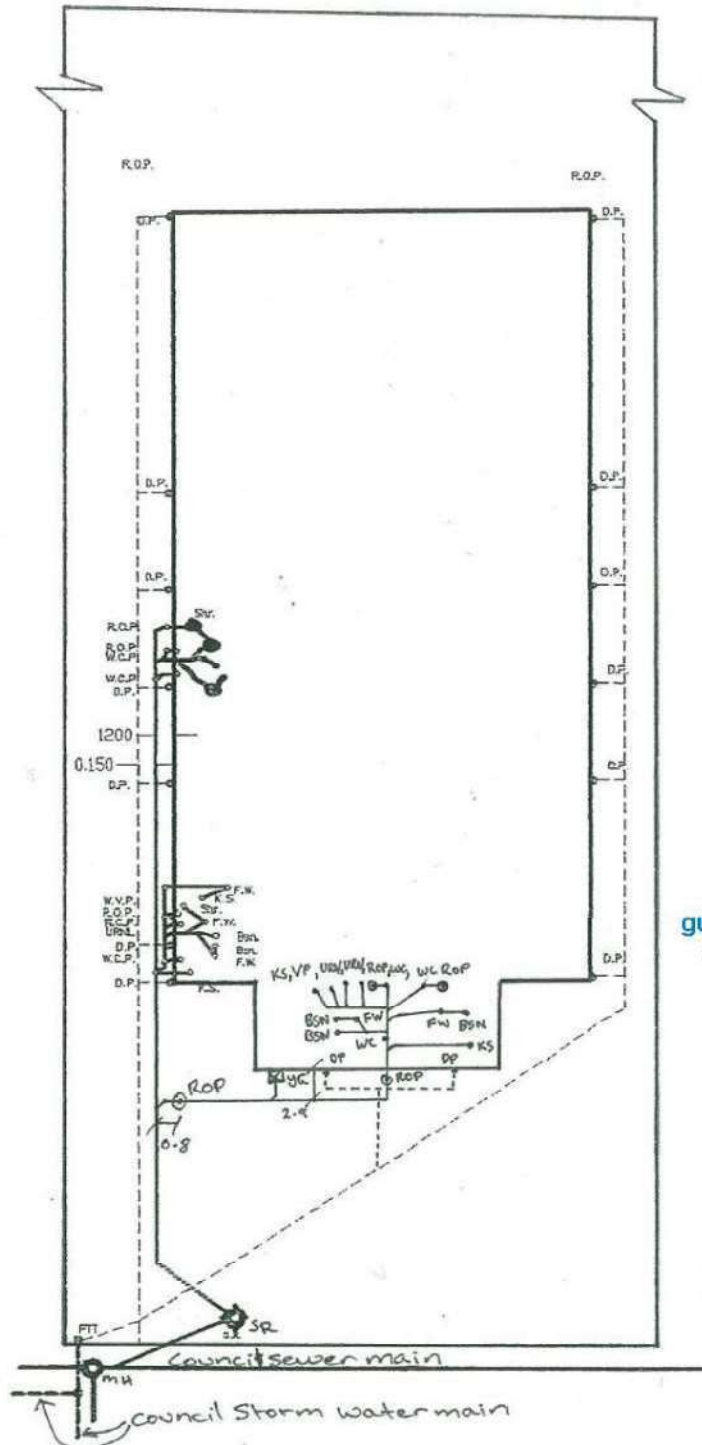
SYMBOLS AND ABBREVIATIONS

○	Council Manhole.
○	M.H. Internal Manhole.
□	S.R. Service Riser.
□	B.T. Boundary Trap.
•	R.O.P. Rod Out Point.
■	Stormwater Pit.
□	G.I. Grease Interceptor.
□	Y.G. Yard Gully.
□	R.V. Reflux Valve.

•	C.E. Cleaning Eye.
•	I.O. Inspection Opening.
•	E.V.P. Educt Vent Pipe.
•	I.V.P. Induct Vent Pipe.
•	S.V.P. Soil Vent Pipe.
•	W.V.P. Waste Vent Pipe.
•	D.P. Stormwater Downpipe.
•	F.W. Floor Waste.
•	P.T. P Trap Floor Waste.

Shr.	Shower.
W.C.P.	Water Closet Pan.
L.T.	Laundry Tub.
K.S.	Kitchen Sink.
B.S.	Bar Sink.
C.S.	Cleaners Sink.
S.S.	Slop Sink.
B.W.	Bath Waste.
Bsn.	Hand Basin.

Urn.	Urinal.
Tdsh.	Tundish.
D.W.	Dish Washer.
G.W.	Glass Washer.
D.F.	Drinking Fountain.
C.I.P.	Cast Iron Pipe.
W.I.P.	Wrought Iron Pipe.
E.W.P.	Earthenware Pipe.
U.P.V.C.	Poly Vinyl Chloride Pipe.



3 Say Street

COPY OF COUNCIL'S RECORDS
AS PER APPLICATION NO.
eDD25/0054
Dated: 13.02.2025

COUNCIL REF
CITY DEVELOPMENT

NOTE:

Wagga Wagga City Council does not accept responsibility for or give any guarantee or assurance for the currency, accuracy or comprehensibility for the plan(s), diagram(s) and information supplied herein.

A final certificate has been issued in respect to plumbing or drainage works.

NOTE:

1. This diagram is not to scale.
2. The owner is responsible for any maintenance of a reflux valve

CITY OF WAGGA WAGGA	
DIAGRAM No.	Sheet
19547	K297
Owner	App.
Precision Parts Pty Ltd	DA000620
DATE	
21-02-2025	
GRAEME FAULKNER, General Manager	
Per:	
K.W. Jull	
Plumbing & Drainage Insp.	



COUNCIL OF THE
CITY OF WAGGA WAGGA
INCORPORATED 1870

DIAGRAM OF SEWERAGE SERVICE

DESCRIPTION OF PREMISES

FACTORY

SYMBOLS AND ABBREVIATIONS

○ I.M.H. INTERNAL MANHOLE	■ R.V. REFLUX VALVE	W.C.P. WATER CLOSET PAN	○ Shr. SHOWER
○ M.H. COUNCIL MANHOLE	○ C.E. CLEANING EYE	L.T. LAUNDRY TUBS	Ur. URINAL
◇ S.R. SERVICE RISER	○ I.O. INSPECTION OPENING	K.S. KITCHEN SINK	S.S. SLOP SINK
■ B.T. BOUNDARY TRAP	○ E.V.P. EDUCT VENT PIPE	B.W. BATH WASTE	C.S. CLEANERS SINK
■ STORMWATER PIT	○ S.V.P. SOIL VENT PIPE	○ F.W. FLOOR WASTE	W.I.P. WROUGHT IRON PIPE
■ G.I. GREASE INTERCEPTOR	○ W.V.P. WASTE VENT PIPE	Bsn. BASIN	C.I.P. CAST IRON PIPE
■ YARD GULLY	○ I.V.P. INDUCT VENT PIPE	D.F. DRINKING FOUNTAIN	U.P.V.C. POLY VINYL CHLORIDE PIPE
■ P.T. P.TRAP FLOOR WASTE	■ D.P. STORMWATER DOWNPIPE	D.W. DISH WASHER	Tdsh TUNDISH
	● R.O.P. ROD OUT POINT	G.W. GLASS WASHER	E.W.P. EARTHENWARE PIPE

COPY OF COUNCIL'S RECORDS
AS PER APPLICATION NO.
eDD25/0054
Dated: 13.02.2025

COUNCIL REF
CITY DEVELOPMENT

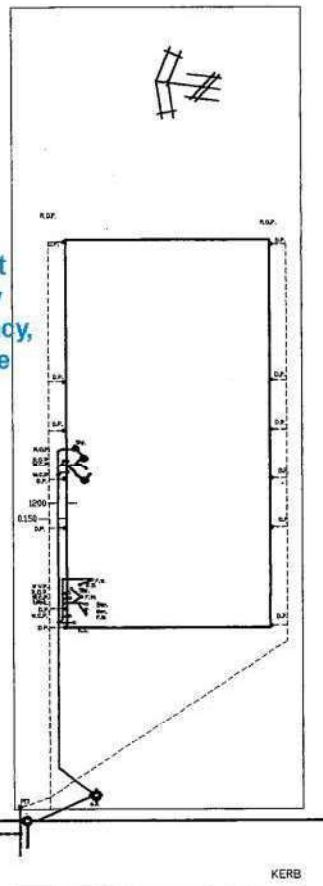
NOTE:

Wagga Wagga City Council does not accept responsibility for or give any guarantee or assurance for the currency, accuracy or comprehensibility for the plan(s), diagram(s) and information supplied herein.

A final Certificate has not been issued in respect to Plumbing and Drainage works.

NOTE:

- This diagram is not to scale.
- The owner is responsible for any maintenance of a reflux valve



LOT 15 NO. 3
SAY STREET

- New sewerage service lines are shown by full black lines.
 - The associated sewer lines are shown as dotted black lines.
 - The existing stormwater discharge is shown by broken black lines.
 - This diagram is the property of the proprietor and is to be handed to him on completion of the work.
 - Certificates for drainage and sanitary plumbing must be obtained from Council before use of the sewer will be allowed.
 - Existing pipes to be opened up for inspection and relaid or renewed as directed.
 - All sewerage service work shown on diagram and covered by the ordinances and regulations must be carried out to the satisfaction of the Council.
 - Rain and/or surface water is to be excluded from the sewerage service.
 - Depth of sewer at point of connection approx..... meters.
 - Junction approx..... J2 meters from downstream manhole.
- Scale 1:500.
plot 1=5

DIAGRAM No.	SHEET
17653	B/App. 1069/94
OWNER PRECISION PARTS	
DRAWN C Power DATE 11-7-95	
CHECKED	
<i>Orta Orok</i>	
PLUMBING & DRAINAGE INSPECTOR	



DIAGRAM OF SEWERAGE SERVICE

DESCRIPTION OF PREMISES

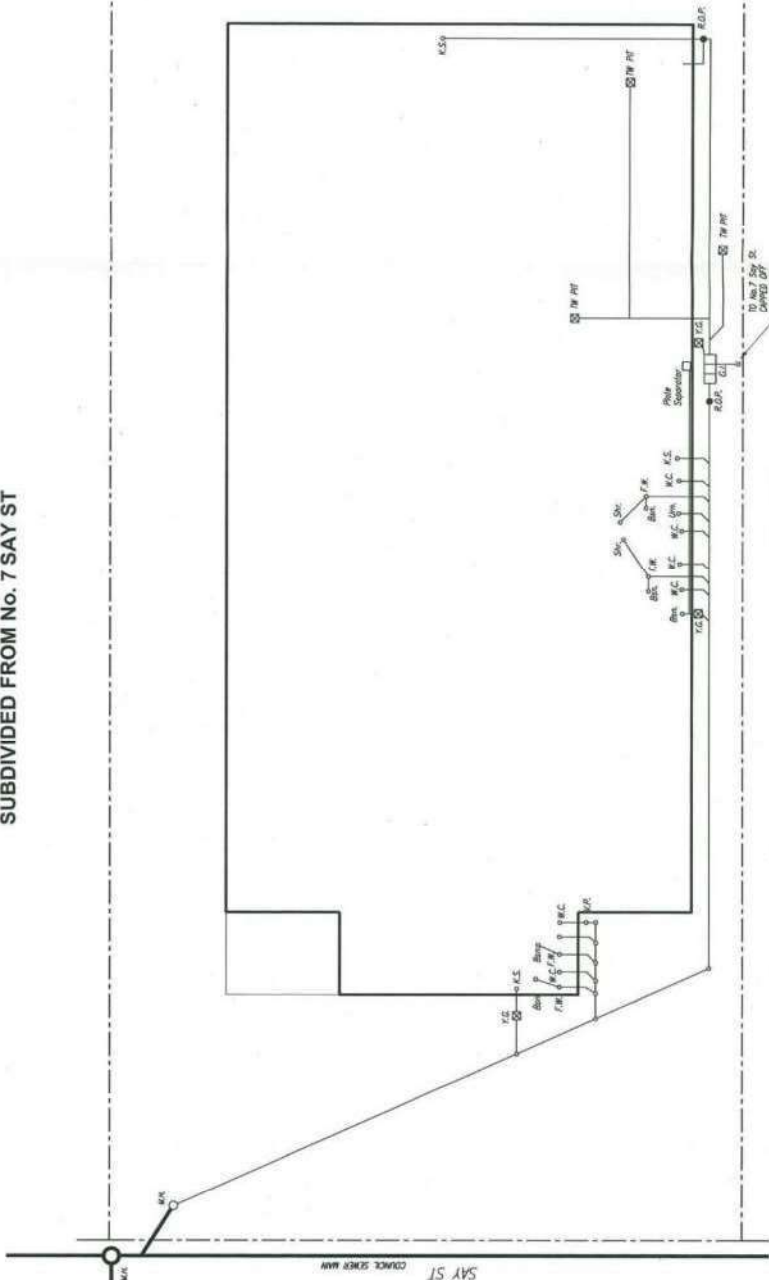
TRADEWASTE
(RESIDENTIAL DWELLING, COMMERCIAL, WAREHOUSE, FACTORY, HOME UNITS, SCHOOL ETC.)

SYMBOLS AND ABBREVIATIONS

- Council Manhole.
□ Internal Manholes.
○ Boundary Riser.
○ Boundary Trap.
○ Rod Out Point.
○ Stormwater Pit.
○ Grease Interceptor.
○ Corrosion Plate Separator.
○ Grated Drain.
○ Pumped Sewer Valve Box.
○ Vent Pipe.
○ Cleanout.
○ Indirect Waste.
○ Indirect Vent Pipe.
○ Vent Pipe.
○ Stormwater Downpipe.
○ Floor Waste.
○ P Trap Floor Waste.
○ Basket Trap.
○ Air Admittance Valve.
○ Bar Sink.
○ Cleaners Sink.
○ Slop Sink.
○ Bath Waste.
○ Hand Basin.
○ Shower.
○ Water Closet Pan.
○ Laundry Tub.
○ Kitchen Sink.
○ Urinal.
○ Dishwasher.
○ Glass Washer.
○ Drinking Fountain.
○ Stack Work.
○ Pump Unit.
○ Grey Water Treatment System.
○ Sewer Pipe.
○ Stormwater Pipe.
○ Subsoil "Agricultural" Pipe.
○ Grey Water.
○ Sewer Main.
○ H.D.P.E. Trade Waste Line.

SEWERAGE SERVICE DIAGRAM	
OWNER:	PRECISION PARTS
LOT No.:	14
HOUSE No.:	5
STREET:	SAY ST
LOCALITY:	E. WAGGA WAGGA
PLUMBER:	J. BOURNE
LICENSE No.:	
C.O.C. No.:	
SIGNATURE:	L.S.
DATE:	21/04/2004
SCALE:	NTS
PERMIT No.:	
SEW	04/0004
CONSTRUCTION CERTIFICATE No.:	CC

LOT 14, No.5
SAY ST
EAST WAGGA WAGGA
SUBDIVIDED FROM No. 7 SAY ST



COPY OF COUNCIL'S RECORDS
AS PER APPLICATION NO.
eDD25/0053
Dated: 13.02.2025
COUNCIL REF
CITY DEVELOPMENT

NOTE:
Wagga Wagga City Council does not
accept responsibility for or give any
guarantee or assurance for the currency,
accuracy or comprehensibility for the
plan(s), diagram(s) and information
supplied herein.

A final certificate has been
issued in respect to plumbing
or drainage works.

NOTE:
1. This diagram is not to scale.
2. The owner is responsible for any
maintenance of a reflux valve

CITY OF WAGGA WAGGA

DIAGRAM OF SEWERAGE SERVICE

Description of premises FACTORY & WORKSHOP.

SYMBOLS AND ABBREVIATIONS

<input checked="" type="checkbox"/> S.R.	Service Riser	<input checked="" type="checkbox"/> R.V.	Reflux Valve	W.C.P.	Water Closet	Shr.	Shower
<input checked="" type="checkbox"/> B.T.	Boundary Trap	<input checked="" type="checkbox"/> C.E.	Cleaning Eye	L.T.	Laundry Tubs	Urn.	Urinal
<input checked="" type="checkbox"/> Pit	Pit	<input checked="" type="checkbox"/> E.V.P.	Educt Vent Pipe	K.S.	Kitchen Sink	S.S.	Slop Sink
<input checked="" type="checkbox"/> G.I.	Grease Interceptor	<input checked="" type="checkbox"/> S.V.P.	Soil Vent Pipe	B.W.	Bath Waste	C.S.	Cleaners Sink
<input checked="" type="checkbox"/> Gully	Gully	<input checked="" type="checkbox"/> W.V.P.	Waste Vent Pipe	F.W.	Floor Waste	W.I.P.	Wrought Iron Pipe
<input checked="" type="checkbox"/> P.T.	P. Trap	<input checked="" type="checkbox"/> I.V.P.	Induct Vent Pipe	Bsn.	Basin	C.I.P.	Cast Iron Pipe
				D.F.	Drinking Fountain	U.P.V.C.	Polyvinyl Chloride Pipe

Single Pipe System — Two Pipe System

COPY OF COUNCIL'S RECORDS
AS PER APPLICATION NO.
eDD25/0053
Dated: 13.02.2025

COUNCIL REF
CITY DEVELOPMENT

A final Certificate has not been
issued in respect to Plumbing and
Drainage works.

NOTE:
Wagga Wagga City Council does not
accept responsibility for or give any
guarantee or assurance for the currency,
accuracy or comprehensibility for the
plan(s), diagram(s) and information
supplied herein.

1. New sewerage service shown by full black lines. Existing sewerage service shown by broken black lines.
2. This diagram is the property of the proprietor and is to be handed to him on completion of the work.
3. Certificates for drainage and sanitary plumbing must be obtained from Council before use of the sewer will be allowed.
4. Existing pipes to be opened up for inspection and relaid or renewed as directed.
5. All sewerage service work shown on diagram and covered by the ordinances and regulations must be carried out to the satisfaction of the Council.
6. Rain and/or surface water is to be excluded from the sewerage service.
7. Depth of sewer at point of connection approx. metres.
8. junction approx. 2.0 metres from downstream man-hole.
9. Scale 1:500.
10. Plan Fee: \$ 37.50.

NOTE:

1. This diagram is not to scale.
2. The owner is responsible for any maintenance of a reflux valve

DIAGRAM No.	Sheet K.297.
13759	B/App. 286/85.
Owner <u>K. REYNOLDS</u>	
Drawn <u>[Signature]</u>	Date
Checked <u>[Signature]</u>	Plumbing & Drainage Insp.



DIAGRAM OF SEWERAGE SERVICE

DESCRIPTION OF PREMISES

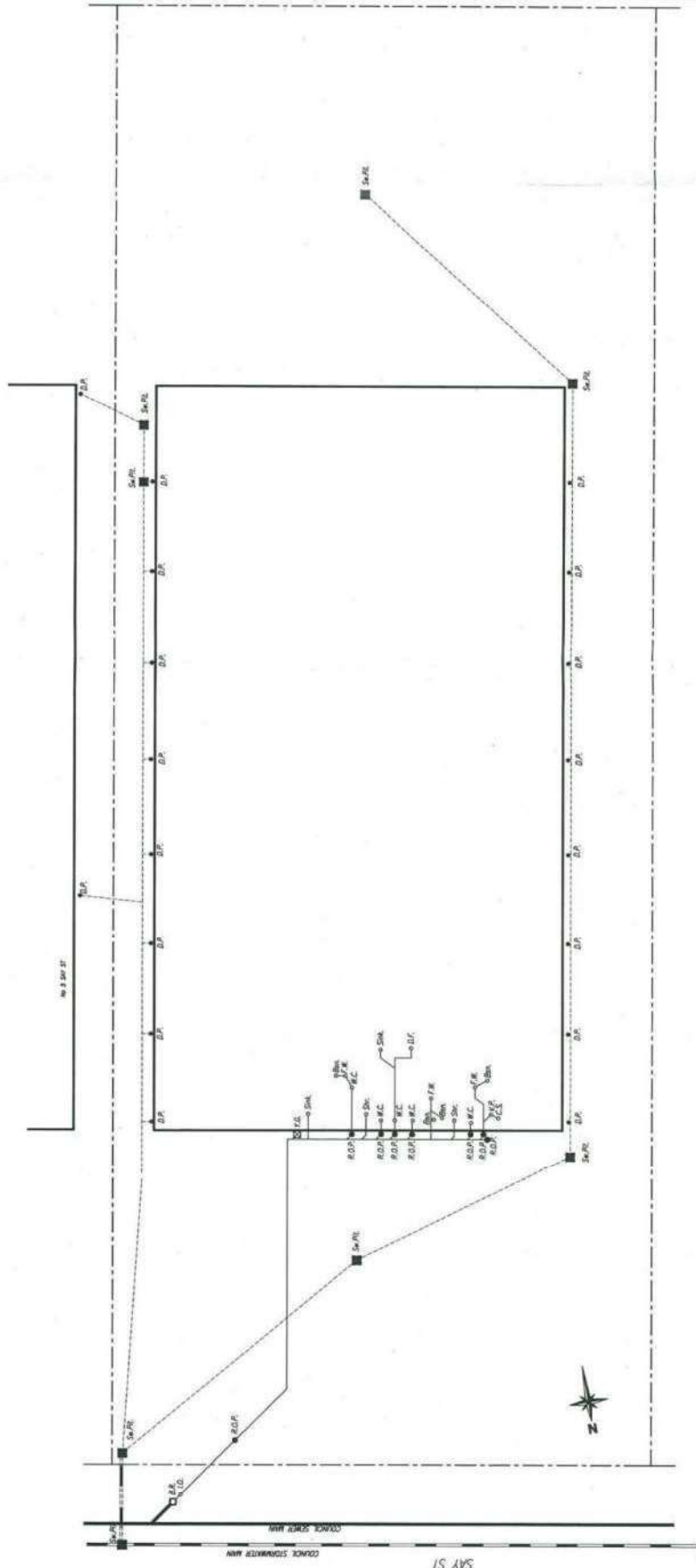
WAREHOUSE DEVELOPMENT
(RESIDENTIAL DWELLING, COMMERCIAL, WAREHOUSE, FACTORY, HOME UNITS, SCHOOL ETC.)

SYMBOLS AND ABBREVIATIONS

- Council Manhole.
○ Internal Manholes.
○ Boundary Point.
○ Rod Out Point.
○ Stormwater Pit.
○ Grease Interceptor.
○ Consoling Plate Separator.
○ Grated Drain.
○ Pumped Sewer Valve Box.
○ Yard Gully.
○ Reflux Valve.
○ Cleaning Eye.
○ Inspection Opening.
○ Induct Vent Pipe.
○ Vent Pipe.
○ Stormwater Downpipe.
○ Floor Waste.
○ P Trap Floor Waste.
○ Basket Trap.
○ Air Admittance Valve.
○ Bar Sink.
○ Shower Sink.
○ Bath Sink.
○ Hand Basin.
○ Shower.
○ Water Closet Pan.
○ Laundry Tub.
○ Kitchen Sink.
○ Urinal.
○ Tundish.
○ Dish Washer.
○ Glass Washer.
○ Drinking Fountain.
○ Stack Work.
○ Pump Unit.
○ Grey Water Treatment System.
○ Sewer Pipe.
○ Stormwater Pipe.
○ Subsoil "Agricultural" Pipe.
○ Grey Water.
○ Sewer Main.
○ H.D.P.E. Trade Waste Line.

SEWERAGE SERVICE DIAGRAM
OWNER: PRECISION PARTS
LOT No.: 13
HOUSE No.: 7
STREET: SAY ST
LOCALITY: E. WAGGA WAGGA
PLUMBER: J. BOURNE
LICENSE No.:
C.O.C. No.:
SIGNATURE: L.S.
DATE: 21/04/2004
SCALE: NTS
PERMIT No.:
SEW 03/0026
CONSTRUCTION CERTIFICATE No.:
CC 03/00298

LOT 13, No.7
SAY ST
E. WAGGA WAGGA



NOTE:
1. This diagram is not to scale.
2. The owner is responsible for any maintenance of a reflux valve

A final certificate has been issued in respect to plumbing or drainage works.

NOTE:
Wagga Wagga City Council does not accept responsibility for or give any guarantee or assurance for the currency, accuracy or comprehensibility for the plan(s), diagram(s) and information supplied herein.

COPY OF COUNCIL'S RECORDS
AS PER APPLICATION NO.
eDD25/0043
Dated: 12.02.2025

COUNCIL REF
CITY DEVELOPMENT

Lease Form version 4.0

Lodger Details

Lodger Code 502585
Name PETERSON HAINES
Address L 10, SE 1009, 25 MARTIN PL
SYDNEY 2000
Lodger Box 1W
Email CARRIE@PETERSONHAINES.COM.AU
Reference 23049

For Office Use Only

AT646394

LEASE

Jurisdiction NEW SOUTH WALES

Privacy Collection Statement

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

Land Title Reference

13/255148

Land Extent

WHOLE OF THE LAND

Land Title Reference

14/255148

Land Extent

WHOLE OF THE LAND

Land Title Reference

15/255148

Land Extent

WHOLE OF THE LAND

Lessor

Given Name(s) HELEN
Family Name LOUCA

Lessee

Name DAYCO PRECISION HOLDINGS PTY LIMITED
ACN 164029181
Tenancy (inc. share) SOLE PROPRIETOR

The lessor leases to the lessee the property referred to above.

Lease Details

Term 5 YEARS
Commencing Date 30/09/2023
Terminating Date 29/09/2028
Option to Renew YES
Option to Renew Period 5 YEARS
Option to Purchase NO

Rent Details

Amount 26053.67
Payment Frequency Month
Payment Terms See clause 3 of the attached Conditions and Provisions.
Rent Description Rent amount is \$312,664.04 (plus GST) per annum paid monthly at \$26,053.67 (plus GST).

Conditions and Provisions

See attached CONDITIONS AND PROVISIONS
See attached STATUTORY DECLARATION

THE SUBSCRIBER VERIFIES THAT THE ATTACHED LEASE HAS BEEN SIGNED BY OR ON BEHALF OF A PERSON PURPORTING TO BE THE LESSEE.

THE LESSOR DECLARES, TO THE BEST KNOWLEDGE OF THE SUBSCRIBER, THAT REGISTRATION OF THE LEASE IS NOT PRECLUDED BY ANY OPTION OF RENEWAL/PURCHASE IN A REGISTERED LEASE.

Lessor Execution

The Certifier has taken reasonable steps to verify the identity of the lessor or his, her or its administrator or attorney.

The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

The Certifier has retained the evidence supporting this Registry Instrument or Document.

The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of	HELEN LOUCA
Signer Name	CARRIE NICOLE PETERSON
Signer Organisation	PETERSON HAINES PTY. LTD.
Signer Role	PRACTITIONER CERTIFIER
Execution Date	29/11/2023

DocuSign Envelope ID: D19A404E-D940-4E64-97A5-18F19C275EBA

Form: 07L
Licence: 03-09-102
Licensee: MinterEllison

LEASE
New South Wales
Real Property Act 1900

Leave this space clear. Affix additional pages to the top left-hand corner.

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

STAMP DUTY

Office of State Revenue only

(A) TORRENS TITLE

Certificates of Title Folio Identifier 13/255148, 14/255148, 15/255148 being the land and premises at 27 ~~Say Street, Wagga Wagga~~

(B) LODGED BY

Document
Collection
Box

Name, Address or DX, Telephone, and Customer Account Number, if any

CODE

Reference (optional):

L

(C) LESSOR

Helen Louca

The lessor leases to the lessee the property referred to above.

(D)

Encumbrances (if applicable):

(E) LESSEE

Dayco Precision Holdings Pty Limited (ACN 164 029 181)

(F)

TENANCY: Not required

- (G) 1. TERM:** Five (5) years
2. COMMENCING DATE: 30 September 2023
3. TERMINATING DATE: 29 September 2028
4. With an **OPTION TO RENEW** for a period of five (5) years set out in set out in clause 2 of Annexure A.
5. With an **OPTION TO PURCHASE** set out in clause 22 of Annexure A
6. Together with and reserving the **RIGHTS** set out in N.A. of N.A.
7. Incorporates the provisions or additional material set out in **ANNEXURE(S) "A"** hereto.
8. Incorporates the provisions set out in N.A.
No. N.A.
9. The **RENT** is set out in Item 7 of Annexure A

Katherine I am authorised to
South make this change.
11 December 2023



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DATE _____ / _____ / _____

See page 42 to 43 of Annexure A for execution

(I) **STATUTORY DECLARATION***

I Helen Louca

solemnly and sincerely declare that—

1. The time for the exercise of option to renew in expired lease No. AI209776 has ended;
2. The lessee under that lease has not exercised the option.

I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths Act 1900.

Made and subscribed at _____ in the State of New South Wales on _____
in the presence of _____ of _____

☐ Justice of the peace (J.P. Number: _____) ☐ Practising Solicitor

☐ Other qualified witness [specify]

** who certifies the following matters concerning the making of this statutory declaration by the person who made it:

1. I saw the face of the person *OR* I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had a special justification for not removing the covering; and
2. I have known the person for at least 12 months *OR* I have confirmed the person's identity using an identification document and the document I relied on was a _____
[Omit ID No.]

Signature of witness:

Signature of lessor:

* As the services of a qualified witness cannot be provided at lodgment, the declaration should be signed and witnessed prior to lodgment. ** If made outside NSW, cross out the witness certification. If made in NSW, cross out the text which does not apply.

** s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.

ALL HANDWRITING MUST BE IN BLOCK CAPITALS

Page 2 of 43

1309

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ANNEXURE A

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2.2	GRANT OF FIRST OPTION
2.3	GRANT OF SECOND OPTION
2.4	HOLDING OVER
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3.3	RENT REVIEW WHEN TO CURRENT MARKET RENT
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8.3	TENANT NOT TO PREJUDICE
8.4	PROCEEDS OF INSURANCE
8.5	RISK



DocuSigned by: DocuSigned by:
Steven Keller
001428F10A8F489 5E2390B5D4D14C8...

DocuSign Envelope ID: D19A404E-D940-4E64-97A5-18F19C275EBA

- 8.6 INDEMNITY
- 8.7 CONTINUING OBLIGATION
- 8.8 GLOBAL POLICY
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 - 18.3 WRITTEN SUBMISSION
 - 18.4 AGREEMENT ON EXPERT

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- 18.6 EXPERT'S EXPERIENCE
- 18.7 COSTS OF EXPERT
- 19. GOODS AND SERVICES TAX**
- 20. PERSONAL PROPERTY SECURITIES ACT**
- 21. BANK GUARANTEE**
 - 21.1 TYPE AND AMOUNT OF SECURITY
 - 21.2 BANK GUARANTEE
- 22. FIRST RIGHT OF REFUSAL • FREEHOLD**
- 23. SPECIAL CONDITIONS**

Schedule 1 - Landlord's Property

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PARTICULARS

Item 1	Landlord:	HELEN LOUCA
Item 2	Landlord's Address:	3/109-111 President Avenue, Miranda NSW 2228
Item 3	Tenant:	DAYCO PRECISION HOLDINGS PTY LTD (ACN 164 029 181)
Item 4	Tenant's Address:	having its registered office at 11 Dansu Court, Hallam VIC 3803
Item 5	Address of Premises:	3-7 Say Street, Wagga Wagga
Item 6	Intentionally deleted	
Item 7	Rent:	\$312,664.04 \$340,000.00 (plus GST) per annum (\$26,053.67 \$25,833.33 (plus GST) per month).
Item 8	Review Date:	On each anniversary of the commencement date .
Item 9	Permitted Use:	Manufacturing, distribution and warehousing.
Item 10	Guarantor:	NIL whilst Dayco Precision Holdings Pty Limited ACN 164 029 181 is the tenant noting may be required on any assignment or change of control of the tenant in accordance with sub-clause 5.7.
Item 11A	Option Period – First Option Lease	One period of five (5) years commencing on 30 September 2028 and expiring on the date being five (5) years from that date
Item 11B	Option Period – Second Option Lease	Not Applicable – no option for second option lease .
Item 12	Public Risk:	\$20,000,000.00
Item 13	Bank Guarantee	Three (3) month's rental inclusive of GST noting not required whilst Dayco Precision Holdings Pty Limited ACN 164 029 181 is the tenant but may be required on any assignment or change of control of the tenant in accordance with paragraph (i) of sub-clause 5.2.

Carrie Peterson
29 November 2023
Authorised to make this alteration

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1. UNDERSTANDING THIS LEASE

1.1 The Meaning of Certain Words

If a word appears in bold print throughout this lease, then it will have the following meaning:

Air-conditioning equipment:	means and includes all compressors, condensers, chiller sets, wall mounted units, pumps, pipework, switchboards, wiring, thermostats, controls, cooling towers, air handling units, fans, ductwork, associated cabling and wiring and all other apparatus used for the production and reticulation of chilled water and air-conditioned air to the premises now or at any time in the future.
building:	the building erected on the land .
commencement date:	the commencing date set out on the long form .
competent authority:	any Court, state, federal or local government authority, instrumentality or body, or any other person having jurisdiction over the premises , the landlord's property , or the tenant's property
confidentiality agreement:	has the meaning as provided in section 275(6)(a) of the PPSA .
contaminant:	(includes any matter or substance, whether harmful or not, that is present in, on or under the land or any improvements on it and includes all contamination as defined in the Contaminated Land Management Act 1997 (NSW)
current market rent:	means the best annual rent that can be reasonably obtained for the premises , which is calculated:- <ol style="list-style-type: none">on the basis that the premises are available for leasing with vacant possession by a willing landlord to a willing tenant for a term equal to the whole term of this lease and any additional option for renewal;having regard to the permitted use of the premises;on the basis of the terms and conditions contained in this lease (other than the amount of rent reserved in this lease, but including the provisions for rent review), including whether the tenant is or is not obliged to reimburse any liability of the landlord for goods and services tax;on the basis that:<ol style="list-style-type: none">the premises are fit for immediate occupation and use by the tenant;the tenant's lease covenants and obligations shall have been fully performed at the review date;

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- (e) without taking into account:-
- (i) any improvements or fixtures erected or installed at the **tenant's** expense which the **tenant** is permitted or required to remove at the termination of this **lease**, except for permanent structural improvements to the **premises** installed at the **tenant's** expense which the **tenant** is not permitted to remove at the termination of this **lease**, which shall be taken into account;
 - (ii) any goodwill attributable to the **premises** through the **tenant's business** activity;
 - (iii) that the **tenant** has been in occupation of the **premises**;
 - (iv) any relocation costs which would be incurred by the **tenant** when moving to other **premises**;
 - (v) any **lease** incentive, concession or inducement paid, given or provided by the **landlord** to or on behalf of the **tenant** in relation to the grant of this **lease**;
- (f) having regard to the rental values of comparable premises.

CPI the Consumer Price Index (all Groups) for Sydney as published by the Australian Bureau of Statistics.

If the **CPI** no longer exists or is changed so that it does not (in the **landlord's** reasonable opinion) reflect the changes which have occurred in the cost of living for Sydney during any year, then **CPI** means that index agreed upon by the **landlord** and the **tenant**.

dispose: to assign, transfer, sub-let, demise, part with, declare a trust, assign for the benefit of creditors, mortgage or charge, share the possession of, or grant any license affecting, or otherwise dealing with, or the disposing of any estate or interest in the **premises** or the rights and powers under this **lease** or of any estate or interest in the **tenant's business**.

end of the lease: the **expiry date** or the date that the **lease** is terminated.

expiry date: the terminating date set out on the **lease form**.

financing statement and financing change statement: has the meaning given to them in the **PPSA**.

first option lease: means the further lease of the **premises** for the further term set out in Item 11A

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guarantor: the party identified at Item 10 its successors and assigns and in the case of a person his executors, administrators and assigns.

insolvency event: includes:-

- (i) a winding up or sequestration/bankruptcy order is made; or
- (ii) a liquidator, provisional liquidator or trustee in bankruptcy is appointed; or
- (iii) a meeting is convened or resolution passed to appoint an official manager and/or receiver and/or administrator in respect of a corporation or entity; or
- (iv) a corporation, person or entity enters into, or resolves to enter into, a scheme of arrangement or composition with, or assignment for the benefit of, all or any class of its creditors, or it proposes a reorganisation, moratorium or other administration involving any of them; or
- (v) a corporation or entity resolves to wind itself up, or otherwise dissolve itself, or gives notice of intention to do so, or is otherwise wound up or dissolved; or
- (vi) a corporation, person or entity is or states that it is unable to pay its debts when they fall due; or
- (vii) a corporation, person or entity takes any steps to obtain protection or is granted protection from its creditors, under any applicable legislation; or
- (viii) a person becomes an insolvent under administration, or insolvent, or having a controller appointed (each as defined in the *Corporations Act 2001*) or action is taken which could result in that event; or
- (ix) anything analogous or having a substantially similar effect to any of the events specified above happens under the law of any applicable jurisdiction.

land: the property described in the **lease form**.

landlord: the Lessor stated on the **lease form**, its successors and assigns and in the case of a person her executors, administrators and assigns.

landlord's agents: employees, agents, contractors, consultants, customers, workmen, invitees, clients, and visitors (whether with or without Invitation) or any other person who may claim through or under the **landlord**.

landlord's property: all the plant and equipment (including the **air-conditioning equipment**), **building** (including the roof), fixtures and fittings of the **landlord** including those listed in the inventory attached to the

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	lease as Schedule 1 together with any new property acquired by the landlord and installed and/or used at the premises .
lease:	includes the lease form , the particulars , all plans and annexures.
lease form:	the cover sheet of the lease .
outgoings:	the costs incurred by the landlord in respect of the landlord's ownership and supply of the premises , including: <ul style="list-style-type: none"> (i) rates, taxes (and any land tax payable shall be calculated on a single holding basis) charges and other levies payable to a competent authority for the premises (This includes a goods and services tax or equivalent whether present or future; and (ii) insurance premiums for all buildings and structures on the land for their full replacement cost and other charges in connection with insurance cover against insurable risks which the landlord considers are appropriate for the premises, the landlord's property, persons in the premises for any reason, the tenant's business and this lease (including loss of profits) and including any excesses payable on claims made.
particulars:	the particulars to this lease .
permitted use:	the permitted use specified in Item 9.
PPSA:	the <i>Personal Property Securities Act 2009</i> (Cth).
PPSR:	the Personal Property Securities Register as defined in the PPSA .
premises:	the land (which includes, for the avoidance of doubt, the building).
rent:	the rent determined in accordance with Item 7 and as varied, where applicable, by the terms of this lease .
review dates:	those dates specified in the particulars .
second option lease:	means the further lease of the premises for the further term set out in Item 11B.
security interest:	has the meaning given to it in the PPSA .
services:	the services running through or servicing the premises including any water, gas, electricity, telephone, internet, drainage and sewerage.
tenancy condition report:	the report prepared by the tenant and approved by the landlord dated on or around the date of this lease , showing the condition of the premises as at the date of this lease

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tenant: the Lessee stated on the **lease form**, its successor's and assigns and in case of a person, their executors, administrators and assigns.

tenant's agents: employees, agents, contractors, consultants, customers, workmen, invitees, clients, visitors (whether with or without invitation), subtenants and licensees or any other person who may claim through or under the **tenant**.

tenant's business: means the business conducted by the **tenant** at the **premises** in compliance with the **permitted use**.

tenant's property: all property, plant and equipment, fixtures and fittings owned and used by the **tenant** in the operation of the **tenant's business** excluding any items of property that are the **landlord's property**.

verification statement: has the meaning given to it in the **PPSA**.

1.2 More than One Tenant

If there is more than one **tenant**:

- (a) the obligations contained in this **lease**, apply to each **tenant** individually and to any two or more **tenants** together; and
- (b) any one **tenant** may exercise rights in relation to this **lease** on behalf of all of the **tenants**, and all of the **tenants** will be bound.

1.3 General

- (a) Governing Law: This **lease** is governed by the law in the State in which the **premises** is located.
- (b) Exercise of rights:
 - (i) The **landlord** may exercise a right, power or remedy at its discretion, and separately or together with another right, power or remedy; and
 - (ii) if the **landlord** does not exercise or delays in exercising a right, power or remedy, the **landlord** may still exercise it at a later time; and
 - (iii) the **landlord** is not liable for any loss caused by the exercise, attempted exercise, failure to exercise or delay in exercising a right, power or remedy under this **lease**.
- (c) Waiver and variation: Any provision or right under this **lease** may only be waived or varied in writing signed by the parties to be bound.
- (d) Additional Remedies: The rights, powers and remedies provided in this **lease** are in addition to (not exclusive of) the rights, powers or remedies provided by law.
- (e) Future legislation: Any present or future legislation which varies the obligations of the **tenant** or the **guarantor** under this **lease** so that the **landlord's** rights, power or remedies are adversely affected is excluded to the extent allowed by law.

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- (f) Execute documents: The **tenant** and the **guarantor** must, at their expense, if asked, execute and cause their successors to execute any documents and do everything else necessary to bind the **tenant** or the **guarantor** and its successors under this **lease**.
- (g) Exclusion of statutory provisions: The following provisions do not apply in this **lease**:
 - (i) sections 34, 84, 132, 133, 133A and 133B of the *Conveyancing Act 1919* (NSW).
- (h) Prior obligations: The **end of the lease** does not affect the **tenant's** or the **guarantor's** obligations:
 - (i) to make any payment under this **lease**, due before the **end of this lease**; or
 - (ii) to provide information to the **landlord** to enable it to calculate those payments.
- (i) Severability: If any part of this **lease** is void, unenforceable or illegal then it may be severed from this **lease**. The remainder of this **lease** has full force and effect.
- (j) Counterparts: This **lease** may consist of a number of separate parts. All of the parts together make up one and the same document.
- (k) Entire agreement: This **lease** is the entire agreement between the parties.
- (l) Representations: The **landlord** and **tenant** both agree that they have not been induced to enter into this **lease** by any representation, verbal or otherwise, made by or on behalf of the other party and which is not set out in this **lease**.
- (m) Rent and other moneys: The **tenant** and the **guarantor** must make payments under this **lease** without set-off or counterclaim and free from deduction.
- (n) May demand difference: If the **tenant** or the **guarantor** pays an amount and it is found later that the amount payable should have been higher, the **landlord** may demand payment of the difference.
- (o) Demand not required: The **landlord** need not make demand for any amount required to be paid by the **tenant** under this **lease** unless expressly stated otherwise.
- (p) At **tenant's** cost: Anything which the **tenant** is required to do under this **lease** must be done at the **tenant's** cost unless expressly stated otherwise.

1.4 Other References

- (a) A reference to any organisation (Example: the Law Society, Insurance Council of Australia, the Australian Institute of Valuers and Land Economists or any **competent authority**) means the organisation in the State in which the **premises** is located.

If the organisation no longer exists then it will be the organisation that the **landlord** considers has similar powers or functions.

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- (b) A reference to any legislation (or any section) includes any amendment, re-enactment or substitution for it and any regulation issued under it.
- (c) A reference to the **landlord's** right of access to the **premises** includes all persons authorised by the **landlord**. (This will include agents, professional advisers, contractors, workmen and others).
- (d) A reference to any whole includes any part.
- (e) A reference to "month" means a calendar month.
- (f) Any obligation by the **tenant** not to do any act or thing includes an obligation not to permit and to use its best endeavours to prevent such act or thing being done.
- (g) The singular indicates the plural and vice versa.
- (h) Any gender includes the other gender.
- (i) A reference to a person includes an individual and a corporation.
- (j) A reference to any party in this **lease** includes its successors and assigns.
- (k) Every obligation or covenant is a separate and independent covenant.
- (l) The headings and examples in this **lease** are included for convenience only and do not affect the interpretation of this **lease**.
- (m) Anything that is required to be done on a Saturday, Sunday or public holiday in the place where the **premises** is situated, may be done on the next business day.
- (n) All obligations under this **lease** must be performed punctually and properly.
- (o) If this **lease** requires the **tenant** to obtain the consent or approval of the **landlord** for any action then the **tenant** must obtain the consent or approval in writing before starting to take the action.
- (p) If the **landlord** is requested to consent to any thing under this **lease** then that consent must not be unreasonably withheld.
- (q) If the **landlord** has agreed to obtain a person's consent in respect of anything in connection with this **lease** then the **landlord** must do everything reasonably necessary to obtain that consent.
- (r) The **tenant** authorises the **landlord** and its solicitors before at or after the **commencement date** to complete any blanks in this **lease** with a proper date or to make any formal correction necessary to enable registration of this **lease**.

2. TERM

2.1 Initial Term

The **landlord** leases the **premises** and the **landlord's property** to the **tenant** during the term. The term and thus this **lease** begins on the **commencement date** and ends on the **expiry date**.

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2.2 Grant of First Option

- (a) If the **tenant** wishes to have the **first option lease** and strictly complies with paragraph (b) herein, the **landlord** will **lease** the **premises** and **landlord's property** to the **tenant** on the terms set out in paragraph (c) herein.
- (b) The **tenant** will:-
 - (i) give written notice to the **landlord** not less than twelve (12) months before the **expiry date**;
 - (ii) not be in breach of this **lease** of which written notice has been given to the **tenant** unless the breach has been waived or remedied;
 - (iii) pay the **landlord's** costs of entering into the **first option lease**; and
 - (iv) ensure that any bank guarantee under this **lease** is applied to the **first option lease**;
- (c) The **first option lease** will be on the same terms as this **lease** (including any guarantee in existence immediately prior to the **expiry date** which shall continue to have effect for the further term whether re-executed by the **guarantor** or not) except that:-
 - (i) the **commencement date** will be the date that is the tenth anniversary of the **commencement date** of this **lease** and the **expiry date** will be five (5) years from that date;
 - (ii) the initial **rent** will be the **current market rent** determined in accordance with sub-clause 3.3 on the basis that the **commencement date** of the **first option lease** is the **review date** and noting paragraph (b) of such sub-clause that the initial **rent** must not be less than the **rent** paid immediately before the **expiry date** of this **lease**; and
 - (iii) this clause 2.2 will not be included in the **first option lease** and the definition of **first option lease** in clause 1.1 and in Item 11A in the **particulars** will be omitted.

2.3 Grant of Second Option

Intentionally deleted.

2.4 Holding Over

If the **tenant** remains in occupation of the **premises** after the **expiry date** then the occupation:-

- (a) is to be on a monthly tenancy; and
- (b) is on the same terms and conditions as this **lease** so far as they relate to a monthly tenancy; and
- (c) may be terminated by either party by giving the other party 1 months written notice. *(For example if the tenant gives notice to the landlord on the 11th May then the lease will terminate on the 11th June.)*

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3. RENT

3.1 Rent

- (a) The **tenant** must pay the **rent** to the **landlord** or as directed in writing by the **landlord**.
- (b) The **rent** must be paid:
 - (i) by equal monthly instalments in advance; and
 - (ii) on the 1st day of each month; and
 - (iii) if the **lease** commences on a day other than the 1st of the month then the first payment of **rent** must be apportioned on a daily basis.
- (c) The first instalment of **rent** must be paid on the **commencement date**.
- (d) The **tenant** must not make any deduction from the **rent**.

3.2 Rent Review

- (a) The **rent** is to be reviewed on each review date. If this **lease** is extended by legislation or the **tenant** remains in occupation in accordance with clause 2.4, the **review dates** include each anniversary of the **commencement date** which falls during the extension.
- (b) The **tenant** must continue to pay **rent** at the old rate until the new rate is known. After that, the **tenant** is to pay the new rent from the next rent day. By that rent day, the **tenant** is also to pay any shortfall between the old and new rate for the period since the review date.
- (c) On each **review date** the **rent** shall be reviewed as set out herein under the applicable sub-paragraphs (c)(i)(A) and (B) with the new rate being the higher of the determinations under each method of review (subject to paragraph (d) herein):-
 - (i) in the case of the first review:-
 - (A) by multiplying the **rent** payable on the **commencement date** of the term by a fraction the numerator of which will be the **CPI** applicable on the date of review and the denominator of which will be the **CPI** applicable on the **commencement date** of the term; and
 - (B) by increasing the **rent** payable on the **commencement date** of the term by 3%.
 - (ii) in the case of each and every review subsequent to the first review:-
 - (A) by multiplying the **rent** payable for the year immediately prior to the date of review by a fraction the numerator of which will be the **CPI** applicable on that date of review and the denominator of which will be the **CPI** applicable on the immediately preceding date of review; and
 - (B) by increasing the **rent** payable for the year immediately prior to the date of review by 3%.

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- (d) Any reviewed rent pursuant to this clause 3.2 must not be less than the **rent** paid before the review date.

3.3 Rent Review when to Current Market Rent

- (a) Where this **lease** says that the **rent** is to be reviewed to the **current market rent** the rent is to be reviewed in accordance with this paragraph:-
 - (i) the **landlord** or the **tenant** can inform the other in writing at least sixty (60) days before the review date of the rent that the **landlord** or the **tenant** thinks will be the **current market rent** at the review date;
 - (ii) if the **landlord** and **tenant** agree on a new rent then that rent will be the new **rent** beginning on the **review date**;
 - (iii) if the **landlord** and the **tenant** do not agree on the amount of the new **rent** thirty (30) days before the **review date** the **current market rent** will be decided by a valuer agreed between the parties or appointed under paragraph (iv) herein;
 - (iv) either party may apply to the President for the time being of the New South Wales Division of the Australian Property Institute (Inc) to nominate a person who is a licensed valuer and:-
 - (A) has practised as a licensed valuer for not less than five (5) years;
 - (B) is a member of the Australian Institute of Valuers and Land Economics (Inc) (or if it does not exist, an association with substantially similar objects); and
 - (C) is experienced in valuing premises similar to the **premises**;
 - (v) any valuer appointed under this clause 3.3(a) shall act as an expert and not as an arbitrator and:-
 - (A) each party may submit to the valuer written valuations and submissions within fourteen (14) days after the valuer has accepted the nomination to act, but may not make oral submissions or adduce any evidence;
 - (B) at the time of making any written submissions or forwarding to the nominee any written valuation, that party shall forward to the other party a copy of all written material submitted to the valuer;
 - (C) within twenty-eight (28) days after the valuer has accepted the nomination to act, each party may forward to the valuer written comments on the other party's written valuations and submissions;
 - (D) the valuer shall take into consideration any written submissions received within those periods, but is not fettered by them and shall determine the **current market rent** in accordance with his own judgment;
 - (E) the valuer's determination is final and is binding on the parties (subject to clause 3.3(b));

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- (F) the valuer shall conclude the determination and shall inform the parties of it within forty-two (42) days after having accepted the nomination to act and shall provide detailed written reasons for the determination.
- (vi) if the valuer appointed under this clause 3.3(a):-
 - (A) fails to accept the nomination to act;
 - (B) fails to determine the **current market rent** within forty-two (42) days after accepting the nomination to act;
 - (C) becomes incapacitated or dies;
 - (D) resigns as the valuer,then either party may request the appointment of another valuer pursuant to the same method;
- (vii) the parties shall bear equally the total costs of any valuer appointed pursuant to this clause 3.3(a);
- (b) Any reviewed **rent** pursuant to this clause 3.3 must not be less than the **rent** paid before the **review date**.

4. OTHER COSTS

4.1 Outgoings

- (a) The **tenant** shall pay all of the **outgoings** for the **premises**.
- (b) The **tenant** shall pay the **outgoings** by way of either of the following two methods as nominated by the **landlord** or as otherwise reasonably directed by the **landlord** from time to time:-
 - (i) pay the **landlord** an amount equivalent to the particular outgoing within fourteen (14) days of receiving a tax invoice from the **landlord** with respect to that **outgoing**;
 - (ii) pay the particular **outgoing** directly to the relevant provider/authority on or before its due date for payment and provide evidence of payment of same to the **landlord** within seven (7) days of payment.
- (c) The **tenant** shall pass on to the **landlord** any invoice it receives from any provider/authority with respect to any **outgoings** immediately upon receipt of same in order that the **landlord** can nominate the method of payment as set out above.

4.2 Service Costs

The **tenant** must pay all costs charged in relation to the **services** provided to the **premises** or in relation to the **tenant's business**, whether charged to the **landlord** or the **tenant**.

4.3 Legal Costs

The **tenant** must pay:

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- (a) its own costs in relation to the negotiation, preparation, completion and registration of this **lease** (including any costs associated with obtaining any plan or survey required to register the **lease**); and
- (b) all stamp duties assessed on this **lease** (regardless of when the duty is assessed); and
- (c) registration fees (including registration fees on the exercise of the option); and
- (d) any fees associated with obtaining any plan of the property required by the Department of Lands or any other authority to register the **lease**; and
- (e) the **landlord's** reasonable costs:
 - (i) of obtaining the consent of the **landlord's** mortgagee; and
 - (ii) in relation to an assignment, subletting or surrender of this **lease**; and
 - (iii) in considering any request for the **landlord's** consent required under this **lease**; and
 - (iv) in relation to the signing of documentation required by a mortgagee of this **lease** or the **tenant's business**; and
 - (v) resulting from any default of the **tenant**; and
 - (vi) if the **landlord** is made a party to any litigation commenced by or against the **tenant** without default on the part of the **landlord**.

4.4 Interest on Late Payments

- (a) The **tenant** must pay interest on any monies that are due and payable under this **lease** and have not been paid within 14 days from the due date.
- (b) The interest rate charged will be the annual percentage rate equivalent to the prime overdraft rate for the time being applied by the **landlord's** bank as at the relevant time of default in respect of an overdraft limit in excess of \$100,000.00 (or in the event of such bank ceasing to quote such a rate then such a rate as in the opinion of such bank is equivalent thereto in respect of similar overdraft accommodation afforded to prime borrowers) plus 2% per annum (ie. if the annual percentage rate determined above is 8%, the interest rate charged pursuant to this clause will be 10%).
- (c) Interest is payable from the date that the monies were due until the date that the monies are actually paid (both dates included).
- (d) This clause does not prevent the **landlord** from exercising any other right under this **lease**.

4.5 Tender after Determination

If the **landlord** makes a demand for any money or if the **tenant** tenders any money after a default under this **lease** the acceptance of the money by the **landlord**:

- (a) does not prevent the **landlord** from exercising any other right under this **lease**; and

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- (b) is not an election by the **landlord** not to exercise any other right.

5. ASSIGNMENT AND OTHER PROHIBITED DEALINGS

5.1 Prohibited Dealings

- (a) The **tenant** must not at any time franchise the **premises**.
- (b) The **tenant** must not without the written consent of the **landlord** assign this **lease** or sublet, licence or part with possession of the **premises**.

5.2 Consent to Assignment of Lease

The **landlord** must not unreasonably withhold its consent to a proposed assignment of the **lease** or sublet, licence or part with possession of the **premises** if:-

- (a) the proposed assignee sub-tenant, licensee or other person taking possession of the **premises** (each called the 'new tenant' for the purposes of this clause 5) is a respectable and financially sound person who is capable of:
 - (i) paying the **rent** and **outgoings**; and
 - (ii) in the case of an assignee, performing all other obligations under this **lease**; and
- (b) the proposed assignee has a good reputation and business skills which, in the opinion of the **landlord**, will enable the proposed assignee to conduct the **tenant's business** competently and successfully; and
- (c) any default has been remedied by the **tenant** or waived by the **landlord**; and
- (d) the proposed new tenant executes an instrument relating to the **landlord's** consent to the transfer or other dealing, and in case of an assignment agreeing with the **landlord** to be bound by this **lease** as if the proposed assignee were the **tenant**. The instrument must be in a form approved by the **landlord** (acting reasonably) and if required stamped by the **landlord's** solicitors at the expense of the **tenant**; and
- (e) the **tenant** executes an instrument acknowledging that:-
 - (i) it is released from this **lease** on assignment;
 - (ii) both parties release each other from any liability arising out of or in any way connected with this **lease** arising after the assignment of the **lease**; and
- (f) if the proposed assignee is a corporation, any guarantee required under clause 5.7 is provided by or on behalf of the assignee; and
- (g) the proposed assignee provides evidence that all insurances required under clause 8 have been taken out; and
- (h) the **tenant** and the new tenant comply with all reasonable requirements of the **landlord**; and

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- (i) the proposed assignee provides to the **landlord** any bank guarantee to be provided by the assignee prior to the assignment of the **lease** in accordance with clause 21 herein such bank guarantee not to exceed three (3) month's rental inclusive of GST;
- (j) in the case of a proposed sublease, the parties to the sublease acknowledge in the documentation required by the **landlord** and in a form satisfactory to the **landlord** (acting reasonably) that:
- (k) the **tenant** will not use, or allow to be used, the **rent** payable by the new tenant under the sublease as evidence in the assessment of the **rent** payable under this **lease**; and
- (l) if this **lease** ends for any reason, the term of the sublease will end simultaneously and at the same time.

5.3 Dealing not Effective

An assignment, sublease, licence or other dealing does not take effect against the **landlord** until:-

- (a) clause 5.2 (as applicable) has been complied with;
- (b) in the case of an assignment, the **tenant** and the proposed assignee have executed and given to the **landlord** a stamped transfer of this **lease** in the form required by the **landlord**; and
- (c) the date agreed to by the **landlord**, the **tenant** and the new tenant (all acting reasonably); and
- (d) the **tenant** has maintained the **premises** in the condition set out in the **tenancy condition report** (fair wear and tear excepted)

5.4 Change In Control of Tenant

- (a) If the **tenant** is a corporation, the **tenant** must notify the **landlord** if any persons who own a majority of shares in the corporation **disposes** of those shares (except as a result of transfers by inheritance).
- (b) Upon receiving notice from the **tenant** the **landlord** may deem the change to be an assignment of this **lease**.
- (c) This clause does not apply if the **tenant** is a corporation which is listed on a recognised Stock Exchange in Australia or at least 80% of its voting shares are owned by another company which is so listed.

5.5 Mortgages and Charges

Excluding entry into a general security agreement over the **tenant's** assets, the **tenant** must not without the prior written consent of the **landlord** (consent not to be unreasonably withheld):

- (a) mortgage, charge or in any way encumber this **lease**; or
- (b) mortgage, charge, take on lease or hire or in any way encumber the **landlord's property** and/or **tenant's property**, stock-in-trade, effects and things whatsoever which are now or at any time hereafter may be in or about the **premises**,

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and in the event of the **landlord** so consenting to such mortgage, charge, lease, hiring, encumbrance or other agreement duly observe all the terms and conditions of such mortgage, charge, lease, hiring, encumbrance or other agreement and punctually pay all sums of money due thereunder and in default thereof the **landlord** shall be entitled to pay any instalment thereunder or to pay out or discharge such mortgage, lease, hiring, encumbrance or other agreement in full and recover the cost of expenses thereof in doing so from the **tenant**.

5.6 Intentionally deleted

5.7 Guarantees on Assignment or Change In Control of Tenant

If asked by the **landlord**, the **tenant** must obtain a guarantee and indemnity of:

- (a) the obligations to be assumed by the proposed assignee (if the assignee is a corporation) under this **lease**, given by a person acceptable to the **landlord**; or
- (b) if clause 5.4(a) applies, the obligations of the **tenant** under this **lease** (in the case of a person becoming or ceasing to be a director or shareholder of the **tenant**), given by the proposed new director or shareholder of the **tenant**. This clause 5.7(b) does not apply while the **tenant** is Dayco Precision Holdings Pty Limited ACN 164 029 181

5.8 Assignment by Landlord

If the **landlord disposes** of the **premises** to any person other than the **tenant**, the **landlord** must obtain from the purchaser a covenant in favour of the **tenant** that:

- (a) the purchaser will recognise and be bound by any option period and the other terms of this **lease** as the **landlord**; and
- (b) if the purchaser **disposes** of the **premises** to any other person other than the **tenant** then the purchaser will obtain a covenant from the subsequent purchaser in terms similar to this clause whereupon the assigning **landlord** shall be released from all liability to the **tenant** in relation to the grant of options to extend this **lease** unexercised.

6. USE OF PREMISES

6.1 What the Tenant Must Do

The **tenant** must, at its own cost:

- (a) Permitted Use: use the **premises** for the **permitted use** only; and
- (b) Operation of Business: conduct the **tenant's business** at all times in good faith, in a reputable manner, to the best of the **tenant's** ability and so as to avoid confrontation with the surrounding neighbourhood, the licensing police and/or any **competent authority**; and
- (c) Compliance with Laws: comply with all laws, by-laws or regulations which the **tenant** is required to comply with directly in relation to the **premises**, the **tenant's business** or the **permitted use** including but not limited to:-
 - (i) the Work Health and Safety Legislation and Regulations applicable to the state of New South Wales from time to time; and

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- (ii) any environmental laws (including the *Contaminated Land Management Act, 1997* (NSW) and all other relevant legislation and regulations) and the requirements of the Environmental Protection Authority and any other **competent authority** as the person fully responsible and liable for any **contaminants** in, on or under the **land** and for their presence.

The **tenant** shall indemnify the **landlord** against failure on the part of the **tenant** and/or persons under the **tenant's** control to comply with the provisions of this clause; and

- (d) Licences/Permits: take out and maintain all licences, permits and registrations required by any **competent authority** for the carrying on of the **tenant's business**; and
- (e) Compliance with orders/notices: notify the **landlord** promptly upon receipt of and take any steps necessary (including carrying out any works) to comply with any orders from any **competent authority** that relate to the **premises**, the **tenant's business** or the **permitted use**; and
- (f) Services: maintain the roof guttering, waste pipes, drains, water supply, plumbing, conduits and other equipment or **services** in a clear and free flowing condition subject to fair wear and tear. If necessary the **tenant** must employ licensed tradesmen to clear any blockages. For the avoidance of doubt the tenant will not be responsible for repairs and maintenance of the roof or any associated parts of the roof (other than the guttering); and
- (g) Grease Traps: have all grease traps in the **premises** serviced regularly; and
- (h) Refuse: cause all waste, trash, refuse, food and other garbage to be removed daily outside of normal trading hours; and
- (i) Infectious Diseases: where any infectious disease occurs in the **premises** which requires notification under legislation:
 - (i) give the required notices to the **competent authority** and give notice to the **landlord**; and
 - (ii) thoroughly fumigate and disinfect the **premises**; and
- (j) Fire Safety:
 - (i) comply with all laws and requirements of any **competent authority** relating to fire safety; and
 - (ii) comply with any reasonable notice given by the **landlord** in respect of fire safety; and
- (k) Signs: only use advertisements or signs that:
 - (i) are usual for the **permitted use** and complies with the law or the requirements of a **competent authority**; or
 - (ii) have been approved by the **landlord** (not to be withheld in the case of signage of a similar size and location to the signage in place at the **premises** as at the date of this **lease** and otherwise not to be unreasonably withheld)

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- (l) Parking Areas and Pathways: maintain and repair all parking areas and pathways to the standard as shown in the **tenancy condition report**.

6.2 What the Tenant Must Not Do

The tenant must not:

- (a) Annoying Conduct: carry on any noxious or offensive conduct or any illegal business occupation or practice; or
- (b) Nuisance: do anything which is or becomes a nuisance to the **landlord**, persons lawfully in the **premises** or occupiers or owners of any neighbouring premises; or
- (c) Source of Power: use any form of light, power or heat other than electric current or gas supplied by a registered supplier without obtaining the **landlord's** prior consent (not to be unreasonably withheld). However the **tenant** may use alternative methods of power or lighting (other than an exposed flame) during any period of power failure or power restrictions; or
- (d) Electrical Equipment: install or connect any electrical equipment in the **premises** that may overload the cables, switchboards or sub-boards through which the electricity is conveyed to the **premises** without the **landlord's** prior consent; or
- (e) Landlord's Property: use the **landlord's property** for any purpose other than the **permitted use**; or
- (f) Inflammable Substances: bring onto the **land** or store in the **premises** any explosives, inflammable or corrosive fluids or chemicals. However the **tenant** may store in the **premises**, confined in proper containers, those fluids or chemicals that are normally used in the conduct of the **premises the tenant's business** or the **permitted use**; or
- (g) Signs: Without the consent of the **landlord** remove or alter any signage to do with the **premises** within or appurtenant to the **land** which is visible from outside of the **land**. The parties acknowledge that the signage in place as at the **commencement date** of this **lease** has been approved by the **landlord**.

7. MAINTENANCE REPAIR AND ALTERATIONS

7.1 What the Tenant is Responsible For

Except to the extent that a want of repair is caused by any intentional and/or negligent act and/or omission by or on behalf of the **landlord** and to the extent that this is the landlord's obligation under clause 7.4, the **tenant** must:-

- (a) keep the **premises** (including the exterior facade of the **building**, exterior and interior windows and doors and all plate glass, glass fixtures, carpets and signage within the **premises**) clean (promptly removing at its cost all waste and rubbish from the **premises**) and in the same condition as at the **commencement date** (as set out in the **tenancy condition report**) subject to fair wear and tear; and
- (b) maintain and repair all hard services (including but not limited to any concrete and/or paved areas, carpark and driveways) on the **land** even if such work is required as a result of fair wear and tear (having regard to the condition of **premises** at the **commencement date** as set out in the **tenancy condition report**); and

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- (c) keep the **landlord's property** clean, serviced and otherwise in the same condition which it was in at the **commencement date** (as set out in the **tenancy condition report**) subject to fair wear and tear and will enter into and keep current at the **tenant's** expense such maintenance, service and repair contracts as are reasonably required by the **landlord** or are as recommended by a licensed repair technician in each relevant field for that purpose with such contracts approved by the **landlord**; and
- (d) unless clause 13.1 applies, repair any damage to the **premises** and the **landlord's property** from any cause whatsoever unless such damage was sustained as a result of any intentional and/or negligent act and/or omission by or on behalf of the **landlord** or the **landlord's agents**; and
- (e) replace any component of the **landlord's property** that requires replacement with property of a similar quality to that requiring replacement at the **landlord's** cost;
- (f) replace damaged plate glass and other glass in the **building** with glass of similar quality; and
- (g) maintain and repair the air conditioning units in the **premises**; and
- (h) effectively install (where necessary), maintain and keep in good working order and condition any fire protection and safety equipment servicing the **premises** including all extinguishers, detectors, hose reels, fixed sprinklers, signs and the like to the standards prescribed or recommended by the NSW Fire Brigades and/or the Standards Association of Australia and to enter into and keep current at the **tenant's** expense such maintenance, service and repair contracts as are reasonably required by the **landlord** or such Authorities for that purpose with contractors approved by the **landlord**; and
- (i) take any steps necessary to control any pest infestation occurring within the **premises** and if required by the **landlord** engage for that purpose a pest exterminator approved by the **landlord**.

7.2 Redecorate

Intentionally deleted.

7.3 What the Tenant is Not Responsible For

Despite the provisions of clauses 7.1 and 7.2, and subject to the provisions of clause 7.5, the **tenant** is not responsible for:

- (a) structural repairs to the **building**, unless the repair is required because of an act constituting a breach of this **lease** by the **tenant** or the negligence of the **tenant** or the **tenant's agents**; and
- (b) latent defects; and
- (c) replacement of **landlord's property**; and
- (d) maintenance of the **services**.

7.4 What the Landlord is Responsible For

The **landlord** must:

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- (a) ensure that the **building** is kept in a good structural state and condition; and
- (b) maintain the **building** where that maintenance is required as a result of:
 - (i) fair wear and tear (having regard to the condition of **building** at commencement of the **lease**); and
 - (ii) latent defects; and
 - (iii) replacement of **landlord's property**, whether of structural nature or not; and

By way of further explanation the **landlord** is responsible for the replacement of the **landlord's property**, vanity basins, toilet cisterns, plumbing hardware or built-in fixtures, roofing, maintaining **services** running through or servicing the **premises** including power, water, gas sewerage, drainage and also sealed driveways, gas and electrical fittings and wiring. The **landlord** is not responsible for the replacement of the **tenant's property**.

7.5 Notice of Damage

The **tenant** must, promptly on becoming aware, inform the **landlord** in writing of:

- (a) damage to the **premises** and the **landlord's property**; or
- (b) damage to or the defective operation of the **services**.

7.6 Tenant's Alterations

- (a) The **tenant** must not make any additions or alterations to the **premises** without the prior consent of the **landlord** (consent not to be unreasonably withheld).
- (b) The **tenant** must:
 - (i) provide the **landlord** with plans, specifications and any other information about the proposed work that the **landlord** may reasonably require; and
 - (ii) pay the **landlord's** reasonable costs of considering the proposed addition or alteration; and
 - (iii) obtain any necessary approvals or permits from the **competent authority**.
- (c) The **landlord** may require as a condition of its consent that:-
 - (i) any such proposed work will be supervised by a person or consultant nominated or approved by the **landlord** and the **landlord** must ensure that such a person is made available; and
 - (ii) any such proposed work will be executed by contractors or tradesmen nominated or approved by the **landlord** (which approval will not unreasonably be withheld); and
 - (iii) the **tenant** shall pay on demand all costs incurred by the **landlord** in considering the proposed work, and in the supervision of that work including the fees of architects or other consultants employed by the **landlord**; and
 - (iv) upon completion of the proposed works the **tenant** will produce to the **landlord** in regard to the works or if so required in regard to the **premises**

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a building certificate from the relevant local Council and/or such other evidence or certificate from the Council or any other relevant authority as the **landlord** may stipulate as a condition of its consent.

- (d) The **tenant** shall if requested by the **landlord** reinstate those parts of the **premises** on which works are done in accordance with this clause identified by the **landlord** as requiring reinstatement when the **tenant** vacates the **premises**. For sake of certainty, the **tenant** shall not be entitled to any compensation for any works carried out in accordance with this clause.

8. INSURANCES

8.1 Maintain Insurances

The **tenant** must maintain the following insurances (annual):-

- (a) public risk insurance applicable to the **premises** and the **tenant's business** for an amount not less than that set out in the **particulars** (being the amount which may be paid arising out of any one single accident or event) or such higher amount as the **landlord** may from time to time require; and
- (b) a policy insuring all glass (including plate glass), windows and doors in or enclosing the **premises** on a replacement basis against all insurable risks; and
- (c) a policy for the full insurable value on a replacement basis of the **landlord's property** and **tenant's property** against loss or damage sustained thereto by any insurable risk including fire, fire fighting activities, flooding, fusion, explosion, lightning, civil commotion, storm, tempest, earthquake, burglary, malicious damage on terms acceptable to and approved by the **landlord**; and
- (d) all other insurances reasonably required by the **landlord** in connection with the **premises**; and
- (e) policy of workers' compensation for any employees working in or about the **premises** as required by law and shall ensure that its contractors maintain such insurance; and
- (f) a policy for the insurable value of the **building**.

8.2 Requirements for Insurances

The **tenant** must:-

- (a) take out and maintain during the currency of this **lease** the insurances with reputable insurers; and
- (b) ensure that the insurances (except workers compensation insurance) are in the names of the **tenant** and the **landlord** and, if asked, any other person for their respective rights and interests; and
- (c) give the **landlord** a copy of the certificates of insurance, if asked; and
- (d) pay each premium by the due date and give the **landlord** a copy of the receipts, if asked; and

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- (e) notify the **landlord** if an event occurs which gives rise to a claim under or which could prejudice a policy of insurance or if any policy of insurance is cancelled; and
- (f) pay any increases in premiums incurred by the **landlord** where the increases are caused by the **tenant's** use of the **premises**.

8.3 Tenant Not to Prejudice

The **tenant** must not:

- (a) do anything which increases the premium payable by the **landlord** for insurance in connection with the **premises** of which the **tenant** is aware of the terms of; or
- (b) do anything which may make the **landlord's** insurances (of which the **tenant** is aware of the terms of) invalid or capable of cancellation; or
- (c) vary, cancel or allow any insurance taken out to lapse, without the **landlord's** consent noting however that this paragraph shall not apply whilst and only whilst the **tenant** is Dayco Precision Holdings Pty Limited (ACN 164 029 181) if the global policy contemplated in sub-clause 8.8 is in existence and compliant with the conditions in such sub-clause 8.8.

8.4 Proceeds of Insurance

The proceeds of an insurance policy which are not required by the insurer to be put towards the replacement or reinstatement of the thing insured must be held in a separate account in the names of the **landlord**, the **tenant** and any other person who has an interest in the proceeds, and paid:-)

- (a) first, to settle claims arising from or in connection with the event insured against or to replace or reinstate the thing insured; and
- (b) second, in equitable portions (having regard to their respective interests) to the **landlord**, the **tenant** and any other person who has an interest in the proceeds.

8.5 Risk

The **tenant** uses and occupies the **premises** at the **tenant's** own risk and releases to the fullest extent permitted by law the **landlord**, its servants, agents and contractors from all claims and demands of any kind and from all liability which may arise in respect of any accident, damage or injury occurring to any personal property in or about the **premises** except to the extent caused or contributed to by the **landlord** and/or the **landlord's agents**.

8.6 Indemnity

The **tenant** hereby covenants with the **landlord** to indemnify and save harmless the **landlord**, its officers, servants, contractors and agents from and against all claims, damages, costs, actions and expenses of any nature whatsoever which the **landlord** may suffer or incur or of which the **landlord** may become liable in respect of or arising out of:-

- (a) the negligent or careless use or misuse by the **tenant** and persons under its control of the **premises** or any of the utility or other **services** to the **premises** or arising out of any faulty component of the **landlord's property** and/or **tenant's property**; and

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- (b) any accidental damage to property or injury or death suffered by any person arising from any occurrence in the **premises** as a result of any act or omission by or on behalf of the **tenant** and/or **tenant's** servants and/or agents,

except to the extent caused to contributed to by the **landlord** and/or the **landlord's** agents.

8.7 Continuing Obligation

Each indemnity in this **lease** is:

- (a) a continuing obligation;
- (b) separate and independent from any other obligations of the **tenant** or **guarantor**; and
- (c) will remain in existence after the end of this **lease** but only for incidents occurring during the term of this **lease**.

8.8 Global Policy

Despite the preceding provisions, the obligations of the **tenant**, whilst and only whilst the **tenant** is Dayco Precision Holdings Pty Limited ACN 164 029 181, under subclause 8.1 and paragraphs 8.2(a) and 8.2(b) are satisfied if the insurances required by subclause 8.1 are affected under the cover of a global policy of insurance which the **tenant** has and which:-

- (a) is appropriately amended or endorsed to note the interest of the **landlord** to the reasonable satisfaction of the **landlord**; and
- (b) contains levels of cover approved of by the **landlord** acting reasonably.

9. LANDLORD'S OBLIGATIONS

9.1 Quiet Enjoyment

The **landlord** must, subject to the **tenant's** compliance with this **lease**:

- (a) **Quiet enjoyment:** allow the **tenant** to occupy the **premises** without interruption or disturbance from the **landlord** or the **landlord's** agents; and
- (b) **Supply of Services:** take reasonable action to ensure that the services are made available and continue to the **premises**.
- (c) **Structure:** ensure that the **premises** are waterproof and structurally sound.

9.2 Condition of Pathways

The **landlord** acknowledges that all pathways in the **premises** were bought into good condition at the **commencement date** of the initial **lease** to commence in 2013 by the **tenant** at the **tenant's** expense.

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10. LANDLORD'S RIGHTS

10.1 Entry by Landlord

The **landlord** may enter the **premises** at reasonable times and, if required by the **tenant**, accompanied by a representative of the **tenant** to:

- (a) see that the **tenant** is complying with this **lease**; and
- (b) maintain or repair the **premises** or the **landlord's property**; and
- (c) carry out any work to the **premises** that the **landlord** is obliged under this **lease** to carry out; and
- (d) carry out any work to the **premises** that the **tenant** is obliged to carry out but hasn't provided that the **landlord** has first given the **tenant** written notice identifying the relevant work and a reasonable time to complete that work.

10.2 Notice and Disturbance

- (a) The **landlord** must give the **tenant** reasonable notice of entry to the **premises**, except in the case of an emergency.
- (b) The **landlord** must, in carrying out any works mentioned in clause 10.1, cause as little disturbance as is reasonably possible to the **tenant's business**.

10.3 Antecedent Breaches

The termination of this **lease** as a result of the **tenant's** default does not prejudice or affect any rights or remedies of the **landlord** against the **tenant** on account of any antecedent breach by the **tenant**.

10.4 Entry by Landlord on Abandonment

- (a) If the **tenant** vacates or abandons the **premises** during the term there will not be a re-entry, forfeiture or waiver of the **landlord's** rights to recover in full all the **rent** and other moneys payable under this **lease** if the **landlord** or the **landlord's agents**:
 - (i) accepts the keys; or
 - (ii) enters the **premises** for the purpose of an inspection; or
 - (iii) enters the **premises** for the purpose of showing the **premises** to prospective tenants; or
 - (iv) enters the **premises** for the purpose of advertising the **premises** for . re-leasing.
- (b) This **lease** will continue in full force and effect until the date from which a new tenant or licensee actually commences to occupy the **premises**, or the **expiry date**, whichever is the earlier. Any entry by the **landlord** until that date is deemed to be an entry by the licence of the **tenant**.
- (c) This clause does not apply if the **landlord** has:

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- (i) by written notice, accepted the **tenant's** surrender of the **lease**; or
- (ii) served a formal notice of forfeiture on the **tenant**; or
- (iii) served a formal notice of re-entry on the **tenant**.

11. DEFAULT

11.1 Essential Terms

The **essential terms** are:

- (a) Payments (Clauses 3 & 4); and
- (b) Use of Premises (Clause 6); and
- (c) Maintenance & Repair (Clause 7); and
- (d) Obtain consent before assignment, subletting, mortgaging or charging (Clause 5); and
- (e) Insurances (clause 8); and
- (f) Removal of **tenant's property** upon vacating (clause 12.2).

11.2 Default

The **tenant is** in default of this **lease** if:

- (a) it breaches an essential term of this **lease**; or
- (b) it fails to pay any money within 7 days of the due date; or
- (c) it repudiates its obligations under this **lease**; or
- (d) an **insolvency event** occurs in respect of the **tenant**; or
- (e) its interest under this **lease** is attached or taken in execution under any legal process; or
- (f) it does not comply with any other term of this **lease** within a reasonable time after receiving notice from the **Landlord** to do so; or
- (g) the **premises** is damaged or destroyed and:
 - (i) the damage or destruction was caused or contributed to by the **tenant** or the **tenant's agents**; or
 - (ii) a policy of insurance in connection with the **premises** has been made void or payment of policy money has been refused by the insurer because of an act or omission of the **tenant** or the **tenant's agents**.

11.3 Landlord's Right to Terminate

The **landlord** may, if the **tenant** is in default and after having provided the requisite notices:

- (a) terminate this **lease** by re-entering the **premises**;

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- (b) terminate this lease by notice.

11.4 Indemnity for Termination

- (a) If as a result of the **tenant's** default this lease is terminated, the **tenant** must indemnify the **landlord** against any liability, loss, costs, charges and expenses incurred:-
 - (i) in connection with re-entering the **premises**; and
 - (ii) because the **landlord** does not receive the benefit of this lease from the date of that termination until the **expiry date** (having regard, for example, to the provisions relating to **rent and outgoings**); and
 - (iii) the **landlord** must mitigate its loss.
- (b) The indemnity by the **tenant** is not affected by:
 - (i) the **landlord** re-entering the **premises**; or
 - (ii) the **landlord** terminating this lease; or
 - (iii) the **landlord** accepting the **tenant's** repudiation; or
 - (iv) the **tenant** abandoning or vacating the **premises**; or
 - (v) the conduct of either party constituting a surrender by operation of law.

12. END OF THE LEASE

12.1 Tenant's Obligations

The **tenant** must, at the end of the lease:

- (a) Tenant to vacate: vacate the **premises**; and
- (b) Condition of Premises: leave the **premises** in the same condition as that required under clause 7.1 and reinstate those parts of the **premises** on which works are done in accordance with clause 7.6 if requested by the **landlord** in accordance with paragraph 7.6(d); and
- (c) Keys: give all the keys held by the **tenant**, the **tenant's agents**, or any other person to the **landlord**.

12.2 Removal of Tenant's Property

The **tenant** must, at the end of the lease, remove those items of the **tenant's property** from the **premises** and make good any damage caused upon the removal of such items that the **landlord** has not requested to purchase unless the **tenant** has abandoned the **premises** prior to the end of the lease in which case clause 12.3 applies.

12.3 Abandoned Property

If the **tenant** vacates the **premises** before the end of the lease and leaves behind the **tenant's property** the **landlord** may treat after giving the **tenant** adequate notice to remove the property, the **tenant's property** as abandoned so that title passes to the

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landlord which may either retain that property or deal with it in any manner the **landlord** sees fit.

12.4 Risk in Tenant's Property

The **tenant's property** is at the **tenant's** risk at all times unless ownership has passed to the **landlord** in accordance with this **lease**.

13. DAMAGE DESTRUCTION OR RESUMPTION

13.1 Obligation of Landlord

If the **premises** is destroyed or damaged the **landlord** must, within 2 months after damage, notify the **tenant** of its intentions whether or not to reinstate or repair the **premises**:

- (a) if the **landlord** decides not to reinstate the **premises** then either party can terminate this **lease**, without compensation, by giving 14 days' notice to the other party;
- (b) if the **landlord** decides to reinstate the **premises** and such works have not been completed within a reasonable time then the **tenant** may:
 - (i) give the **landlord** written notice of an intention to terminate the **lease** if the **premises** is not reinstated within 1 month; and,
 - (ii) terminate the **lease** after 1 month has expired.

13.2 No Obligation to Reinstate

For sake of certainty, the **landlord** shall not be obliged to reinstate the **premises**.

13.3 Abatement of Rent

If the **premises** is destroyed or damaged (whether or not including the obstruction of the normal means of access to the **premises**):

- (a) the **tenant** is not obliged to pay **rent** or **outgoings** from the date of the damage until the **premises** has been reinstated; or
- (b) if the **premises** is partially damaged, the **rent** and **outgoings** will be reduced by a proportion equal to the loss of usage of the **premises** caused by the damage; and
- (c) in the event that the parties cannot agree upon the reduction of **rent** and **outgoings**, such amounts will be determined by a qualified valuer nominated by the parties or failing such nomination then by the President for the time being of the Australian Institute of Valuers or a valuer nominated by him for that purpose or make a final determination of such amounts and of the duration of such reductions and in making such determinations such Valuer will be deemed to be acting as an expert and not as an arbitrator and the costs incurred in having such determination made will be borne equally between the parties.

13.4 Not to Prejudice

The **tenant** is not entitled to terminate this **lease** or receive a reduction in **rent** and **outgoings**:

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- (a) to the extent that the damage is caused by, contributed to by or arises from, an act or omission of the **tenant** or the **tenant's agents**; or
- (b) where a policy of insurance held by the **landlord** in connection with the **premises** is cancelled or made void or unenforceable because of some act or omission of the **tenant** or of the **tenant's agents** or insurers, provided they were made aware of the terms of the policy in question.

13.5 Resumption

If the **premises** is resumed by a **competent authority** so that it is inaccessible or unusable, either party may terminate this **lease**, without compensation, by giving 1 month's notice to the other party but this provision shall not restrict the **tenant's** rights to claim compensation from the acquiring authority.

14. INTENTIONALLY DELETED

15. NOTICES

15.1 Validity

To be valid and effective a notice or document must be:

- (a) in writing; and
- (b) served on the **landlord, tenant**, or the **guarantor** by:
 - (i) personal delivery; or
 - (ii) posted by registered post to the address in the **particulars** or if a company to its registered office; or
 - (iii) sent by facsimile; or
 - (iv) sent by any other electronic means (*example email*).

15.2 When Received

A notice or document is taken to be received:

- (a) if delivered - on the date received by the party to whom the notice or document is addressed;
- (b) if posted - on the date that it would have been delivered in the ordinary course of the post; and
- (c) if faxed - on that date on the transmission report that indicates that the facsimile was sent in its entirety to the facsimile number of the recipient; and
- (d) if sent by another form of electronic means - on that date on the transmission report that indicates that the notice or document was sent in its entirety to the recipient.

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16. GUARANTEE AND INDEMNITY

16.1 Guarantee

- (a) The **guarantor** guarantees the payment of all amounts payable under this **lease** and the performance by the **tenant** of the covenants and provisions contained in this **lease**.
- (b) The **guarantor** must on demand by the **landlord** if the **tenant** is in default of this **lease** pay, observe and perform the obligations of the **tenant** under this **lease**.

16.2 Indemnity

The **guarantor** indemnifies the **landlord** from any loss caused by the default of the **tenant**.

16.3 Liability of Guarantor

The liability of the **guarantor** is not affected by:

- (a) re-entry to the **premises** by the **landlord**; or
- (b) default by the **tenant**; or
- (c) termination of this **lease**; or
- (d) allowing any concession to the **tenant** or to any other person; or
- (e) the death, mental incapacity, bankruptcy, assignment for the benefit of creditors, arrangement with creditors, winding-up, reconstruction, official management, receivership, liquidation, striking off or other demise of the **tenant** or of any **guarantor**; or
- (f) the **landlord** failing or neglecting to exercise or waiving or deferring any or all of its rights or remedies under this **lease**; or
- (g) any lack of capacity or power by the **tenant** to enter into this **lease** or by the **guarantor** to enter into this guarantee; or
- (h) any act or omission on the part of the **landlord** contrary to the interests of the **guarantor**; or
- (i) the obtaining of any judgment against the **tenant** or the **guarantor**; or
- (j) any actual or alleged set-off, defence, counterclaim or other deductions on the part of the **tenant** or the **guarantor**; or
- (k) any variation of the terms of this **lease**; or
- (l) any other event, act, omission, mistake, laches or default of the **landlord** whereby the **guarantor's** liability to the **landlord** would, but for this provision, have been affected or discharged.

16.4 More than One Guarantor

If there is more than one **guarantor**:

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- (a) each **guarantor** is liable individually and together; and
- (b) the liability of one **guarantor** is not affected if the guarantee in this **lease** is void, defective or informal in relation to another **guarantor**.

16.5 Assignment

- (a) The **landlord** may, on assignment of its interest in the **premises**, also assign the benefit of the **guarantors** obligations.
- (b) The **guarantor** must, if requested and at the expense of the **landlord**, enter into a deed with any assignee from the **landlord** in terms substantially similar to those contained in this guarantee and indemnity.

16.6 Principal Obligations

The obligations of the **guarantor** are principal obligations.

*(To remove any doubt the obligations of the **guarantor** are not affected by any security or right which the **landlord** may hold in relation to any indebtedness of the **tenant**).*

16.7 Proof

If the **tenant** becomes bankrupt resulting in claims by creditors:

- (a) the **guarantor** must not prove or claim in competition with the **landlord** so as to diminish any distribution which, but for such proof, the **landlord** would be entitled to receive arising out of the bankruptcy.
- (b) the **guarantor** must, if asked by the **landlord**, prove or claim in the bankruptcy and any amount received by the **guarantor** from any distribution must be received and held by the **guarantor** in trust for the **landlord**.

16.8 Warranty by Guarantor

The **guarantor** warrants that it has full and unrestricted power to covenant, agree and indemnify and to execute this guarantee and indemnity and **lease**.

17. WHERE THE TENANT IS A TRUSTEE

17.1 Tenant's Declarations

If the **tenant** is a trustee then the **tenant** declares that:

- (a) it is the sole trustee; and
- (b) it is not in breach of its obligations under the trust; and
- (c) is or has a right to be the legal owner of the trust property; and
- (d) has the power and the authority to enter into this **lease**.

17.2 Liability of the Tenant

If the **tenant** is a trustee then the **tenant** is liable under this lease both personally and as trustee.

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17.3 Obligations of the Tenant

The **tenant** must, unless it has first obtained the consent of the **landlord**, ensure that:

- (a) the **tenant** remains the sole trustee; and
- (b) the trust is not vested; and
- (c) the trustees right of indemnity against the trust property is not reduced; and
- (d) the trust documents are not varied; and
- (e) there is no delegation of trust powers; and
- (f) the power of appointment is not exercised.

18. DISPUTE RESOLUTION

18.1 Referral of Dispute to Expert

If a dispute arises between the **landlord** and the **tenant** under a provision of this **lease** and such provision does not provide a mechanism for the dispute to be resolved the dispute must be referred for written determination to a person (expert) appointed under this clause 18 whose determination will be conclusive and bind both parties. Despite this clause the parties may apply to a court for an injunction or other interlocutory relief.

18.2 Expert to Act as Expert

The expert will act as an expert and not as an arbitrator and may adopt such procedures as he or she sees fit provided that he or she will not proceed with any inquiries in the nature of judicial inquiries or allow any oral hearing or adversarial process to take place. Enactments in relation to commercial arbitration do not apply.

18.3 Written Submission

The parties may make written submissions to the expert and the expert may discuss the submissions with the parties.

18.4 Agreement on Expert

The parties must endeavour to agree on an expert within one (1) week after the dispute arises.

18.5 Appointment of Expert

If they are unable to agree, the expert will at the request of either party be:-

- (i) for a matter of law, a practising barrister or solicitor appointed by the President of the Law Society of New South Wales;
- (ii) for a financial or accountancy matter, a practising chartered accountant appointed by the President of New South Wales Division of the Institute of Chartered Accountants in Australia;
- (iii) for a matter connected with any issue regarding the state of repair and/or condition of the **building** or any obligation to repair and/or replace the **building**, a practising

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architect appointed by the President of the New South Wales Chapter of the Royal Australian Institute of Architects;

- (iv) for a matter connected with land or rental value, a qualified valuer appointed by the President of the Australian Property Institute (NSW); and
- (v) for any other matter, a qualified person appointed by the senior officer of an appropriate association, institute, society or board,

or, if appropriate and the parties agree, the dispute may be referred to a panel of experts representing more than one of the appropriate skills.

18.6 Expert's Experience

Any expert appointed pursuant to clause 18.5 must practise in New South Wales and have at least five (5) years current and continuous standing in the expert's profession at the date of appointment.

18.7 Costs of Expert

Each party must pay one half of the expert's fees and expenses, irrespective of the result of the determination.

19. GOODS AND SERVICES TAX

19.1 In this clause "GST" and "Taxable Supply" refers to goods and services tax *under A New Tax System (Goods and Services Tax) Act 1999* or any other value added tax (or similar tax). The terms used in this clause have the meanings referred to in *A New Tax System (Goods and Services Tax) Act 1999*.

19.2 The amount of **rent** and other payments specified in this **lease** do not include GST.

19.3 If the **landlord** is or becomes liable to pay GST in respect of a supply for which payment is to be made by the **tenant** under this **lease**, the amount payable by the **tenant** will be increased so that the net amount retained by the **landlord** after payment of that GST is the same as if the **landlord** was not liable to pay any GST in respect of that supply. The **landlord** shall be required to provide a tax invoice in respect of any such payment.

20. PERSONAL PROPERTY SECURITIES ACT

20.1 The **tenant** consents to the **landlord** creating a registration on the **PPSR** in relation to any security Interest arising under or in connection with this **lease** in any manner the **landlord** chooses and the **tenant** agrees to provide all assistance reasonably required by the **landlord** to facilitate this registration for no charge.

20.2 The **tenant** will not change its' name or Australian Business Number or any other details required in respect of a registration on the **PPSR** without first notifying the **landlord** in writing.

20.3 The **tenant**, to the fullest extent permitted by law, waives its rights to receive a **verification statement** in respect of any **financing statement** or **financing change** statement relating to any **security interest** created pursuant to this **lease**.

20.4 If the provisions of Chapter 4 of the **PPSA** would otherwise apply, to the maximum extent permitted by law, the **tenant** agrees that sections 129(3), 132(3)(d), 134(1), 135, 142 and 143 of the **PPSA** will not apply.

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- 20.5 To the maximum extent permitted by law, the **tenant** waives any rights it may have pursuant to sections 95 and 96, and if the provisions of Chapter 4 of the **PPSA** would otherwise apply, sections 117, 118, 121(4), 123, 129(2) and 130 of the **PPSA**.
- 20.6 The **tenant** agrees that it will not disclose any confidential information of the kind referred to in section 275(1) of the **PPSA** and that this clause 20.6 constitutes a confidentiality agreement.
- 20.7 The **tenant** waives any rights it may have under section 275(7)(c) of the **PPSA** to authorise disclosure of any confidential information that is protected from disclosure under clause 20.6.

21. BANK GUARANTEE

21.1 Type and Amount of Security

The **tenant** shall on or before the signing of the **lease** provide the security identified in Item 13 in accordance with the terms of this clause.

21.2 Bank Guarantee

- (a) Where the **tenant** is to provide a bank guarantee the **tenant** shall provide to the **landlord** an unconditional and irrevocable undertaking, order or guarantee from a bank as defined in the *Banking Act 1959* (Cth) or a State Bank, in terms which are acceptable to the **landlord** acting reasonably, to pay to the **landlord** on demand in accordance with this clause the amount referred to in item 13 ("**Bank Guarantee**").
- (b) Under the Bank Guarantee the **landlord** shall be entitled to require the bank to pay to the **landlord**, on one or more occasions, without reference to the **tenant** and notwithstanding the **tenant's** objection, direction or request, the amount demanded by the **landlord** as being then due from the **tenant** for **rent** or other money payable under the **lease** or as compensation for breach of covenant, up to the maximum amount in the aggregate specified in paragraph (a).
- (c) The **landlord** is entitled to recover **rent** and damages from the **tenant** without being limited to the amount of the Bank Guarantee, but shall credit the **tenant** with any sum received by the **landlord** under the Bank Guarantee.
- (d) The **landlord's** conduct in demanding or failing to demand payment under the Bank Guarantee does not constitute waiver of the **tenant's** breach or default or preclude the **landlord** from exercising any of its rights or remedies.
- (e) The Bank Guarantee shall be maintained (or replaced as provided in paragraph (f)) by the **tenant** throughout the continuance and renewal of the **lease**.
- (f) The **tenant** shall provide as promptly as is reasonably possible an additional or replacement Bank Guarantee in each of the following circumstances:-
- (i) on an assignment of the **lease**, on behalf of the assignee to the **landlord**;
 - (ii) at the **landlord's** cost on an assignment of the reversion, on behalf of the **tenant** to the new owner of the **premises**;
 - (iii) to maintain the Bank Guarantee and restore it to the amount specified in paragraph (a) after an amount has been paid to the **landlord** following a demand under the Bank Guarantee; and

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(iv) to increase the Bank Guarantee to the total amount equal to three (3) months rent when rent is increased following rent review or on exercise of an option for renewal of the **lease**.

(g) The **landlord** shall release the bank from liability under the Bank Guarantee when the **lease** and any extension of the **lease** has come to an end without liability under the Bank Guarantee or after that liability has been discharged.

22. FIRST RIGHT OF REFUSAL • FREEHOLD

22.1 The **landlord** confers on the **tenant** a right of pre-emption in respect of the land on the terms specified in this clause.

22.2 The right of pre-emption is binding on the **landlord**.

22.3 (a) The right of pre-emption is granted to the **tenant**.

(b) On the assignment of the **lease** the benefit of the right of pre-emption may be assigned to the assignee of the **tenant**.

22.4 The **landlord** covenants not to **dispose** of the land by sale or by gift without having first complied with the right of pre-emption in accordance with this clause.

22.5 This right of pre-emption continues until the **expiry date** or the earlier termination of this **lease**.

22.6 If during the duration of this right of pre-emption the **landlord** desires to sell the **land**:-

(a) the **landlord** shall serve on the **tenant** a written notice of its intention to sell the **land** and offer to sell it to the **tenant** indicating the price and the terms and conditions of sale and forwarding with the notice a contract for sale which the **landlord** is prepared to sign containing those terms and conditions;

(b) the **landlord's** offer to sell the **land** to the **tenant** shall constitute an irrevocable offer which the **tenant** may accept within thirty (30) days after service of the notice on the **tenant**;

(c) the **tenant** may accept the **landlord's** offer to sell the **land** by delivering to the **landlord** the contract for sale submitted by the **landlord** duly executed by the **tenant** and a cheque for the deposit payable under the contract;

(d) upon acceptance of the **landlord's** offer by the **tenant** within thirty (30) days, the parties are bound by an agreement for sale and purchase of the **land** on the terms contained in the contract for sale;

(e) the **landlord** will deliver to the **tenant** within seven (7) days after receipt of the contract for sale a copy of that contract duly executed by the **landlord**;


(f) if a **tenant** does not accept the **landlord's** offer to sell the **land**, the **landlord** may **dispose** of the property by sale or by gift at any time and if by sale at a price which is not lower than the price at which the **land** was offered to the **tenant** and on terms and conditions which are not less favourable as those contained in the contract for sale submitted to the **tenant**.

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22.7 The previous subclause shall not apply to a sale by the **landlord** of the **land** by public auction provided that it shall first give to the **tenant** twenty-one (21) day's notice in writing of the time, date and place of the proposed auction.

~~23. SPECIAL CONDITIONS~~

~~23.1 The tenant may during the period from 1 March 2026 until 30 March 2026 exercise it's right to terminate the lease by providing the other party with six (6) months written notice. If such notice is issued by the tenant, then this lease will terminate at the end of the third year of the term, being 29 September 2026. The landlord must prepare and provide the tenant with the necessary surrender documents in order to surrender this lease and the provisions of clauses 12.1 and 12.2 will apply. If such notice is not issued within the prescribed time then the tenant is bound by the terms and conditions of the lease as stated herein for the remainder of the term.~~



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Schedule 1 - Landlord's Property

The **landlord's** property includes but is not limited to the following:-

1. **Upon 3 Say Street, Wagga Wagga**
 - offices
 - all air-conditioning equipment
2. **Upon 5 Say Street, Wagga Wagga**
 - offices within warehouse
 - all air-conditioning equipment
3. **Upon 7 Say Street Wagga Wagga**
 - cool room and offices within warehouse
 - all air-conditioning equipment and air extraction system

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Signing page

EXECUTED as a Deed.

I certify that I am an eligible witness and that the lessee signed this dealing in my presence.
[See note** below].



Signature of witness

Certified correct for the purposes of the Real Property Act 1900 by **Helen Louca**.



Signature of **Helen Louca**

(strikethrough if not applicable)

Electronic signature of me, _____ affixed
by me, or at my direction, on _____ (date) at
_____ (time)

NECHAMA CHAVA ZWIER

Name of witness (print)

**PETERSON HAWES,
SUITE 10.09, LEVEL 10**

25 MARTIN PLACE, SYDNEY NSW 2000

Address of witness (print)

(strikethrough if not applicable)

Electronic signature of me, _____ affixed
by me, or at my direction, on _____ (date) at
_____ (time)

Statutory Declaration

OATHS ACT 1900, NSW, EIGHTH SCHEDULE

I, Helen Louca, do solemnly and sincerely declare that

1. I am the registered proprietor of 13/255148, 14/255148, and 15/255148 being 3 – 7 Say Street, Wagga Wagga NSW 2650 (the **Premises**).
2. The Premises was subject to a lease with Precision Parts Australia Pty Limited ACN 164 029 181 (the **Tenant**) the term of which expired on 29 September 2023 (the **Expired Lease**) (registered dealing A1209776T).
3. The Expired Lease had an option for a further term of 10 years (the **Option**).
4. The Tenant did not exercise the option.
5. On 30 September 2023, the Tenant and I entered into a new lease of the Premises.
6. I make this statutory declaration seeking the removal of the Expired Lease from the folio of the Register so that I am able to register the new lease of the Premises.

and I make this solemn declaration conscientiously believing the same to be true, and by virtue of the provisions of the *Oaths Act 1900*.

Declared at: Sydney on 28 November 2023


[signature of declarant]

in the presence of an authorised witness, who states:

I, Carrie Nicole Peterson, a Solicitor, certify the following matters concerning the making of this statutory declaration by the person who made it:

1. I saw the face of the person, and
2. I have known the person for at least 12 months


[signature of authorised witness]

28 November 2023
[date]