

SCHEDULE 1

LANDLORD'S DISCLOSURE STATEMENT—RETAIL PREMISES NOT LOCATED IN RETAIL SHOPPING CENTRES

by the Landlord under section 17(1)(a) and section 61(5) of the
Retail Leases Act 2003

NOTE

This statement is to be completed by the Landlord and must be provided to the Tenant with a copy of the proposed lease at least 7 days before the signing of a new lease.

The layout of this statement does not need to be the same as the prescribed disclosure statement in the Retail Leases Regulations 2013.

It is prudent for a Tenant to obtain independent legal and financial advice before entering into a retail premises lease.

The Tenant has remedies including termination of a lease under the **Retail Leases Act 2003** if information in this statement is misleading, false or materially incomplete.

Information contained in this statement is correct as at the date of this statement but may change after the date of this statement and during the term of the lease.

DISCLOSURE STATEMENT by the Landlord

Landlord:	INVICTUS NEPEAN HIGHWAY BARE PTY LTD (ACN: 659 980 051) 62 Ulupna Road, Ormond, VIC 3204
Tenant:	Foot Centre Group (ACN: 610 589 127) 400 South Road, Moorabbin, 3189, VIC
Premises:	261 Nepean Highway, Edithvale, 3196, VIC

PART 1		PREMISES																			
1	Premises details																				
1.1	Street address of premises 261 Nepean Highway, Edithvale, 3196, VIC																				
1.2	Plan of premises (if available) Podiatry and the provision of other health care services.																				
1.3	Lettable area of premises	160 m ²																			
	Will a survey be conducted?	Actual/ Estimate <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																			
1.4	Existing structures, fixtures, plant and equipment in the premises, provided by the landlord (excluding any works, fit out and refurbishment described in Part 3)																				
	[select as appropriate] <table style="width: 100%; border: none;"> <tr> <td><input checked="" type="checkbox"/> air conditioning</td> <td><input checked="" type="checkbox"/> plastered walls</td> </tr> <tr> <td><input type="checkbox"/> cool room</td> <td><input checked="" type="checkbox"/> shop front</td> </tr> <tr> <td><input checked="" type="checkbox"/> floor coverage</td> <td><input checked="" type="checkbox"/> sink</td> </tr> <tr> <td><input type="checkbox"/> grease trap</td> <td><input type="checkbox"/> sprinklers</td> </tr> <tr> <td><input checked="" type="checkbox"/> hot water service</td> <td><input checked="" type="checkbox"/> suspended ceilings</td> </tr> <tr> <td><input checked="" type="checkbox"/> lighting</td> <td><input checked="" type="checkbox"/> telephone</td> </tr> <tr> <td><input type="checkbox"/> mechanical exhaust</td> <td><input checked="" type="checkbox"/> water supply</td> </tr> <tr> <td><input checked="" type="checkbox"/> painted walls</td> <td><input checked="" type="checkbox"/> waste</td> </tr> <tr> <td><input type="checkbox"/> electrical distribution load (3 phase)</td> <td></td> </tr> </table>			<input checked="" type="checkbox"/> air conditioning	<input checked="" type="checkbox"/> plastered walls	<input type="checkbox"/> cool room	<input checked="" type="checkbox"/> shop front	<input checked="" type="checkbox"/> floor coverage	<input checked="" type="checkbox"/> sink	<input type="checkbox"/> grease trap	<input type="checkbox"/> sprinklers	<input checked="" type="checkbox"/> hot water service	<input checked="" type="checkbox"/> suspended ceilings	<input checked="" type="checkbox"/> lighting	<input checked="" type="checkbox"/> telephone	<input type="checkbox"/> mechanical exhaust	<input checked="" type="checkbox"/> water supply	<input checked="" type="checkbox"/> painted walls	<input checked="" type="checkbox"/> waste	<input type="checkbox"/> electrical distribution load (3 phase)	
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(Note: an option to renew a lease must be exercised in writing and given to the landlord on or before the last day stated in the option clause of the lease) <input type="checkbox"/> No options to renew lease <input checked="" type="checkbox"/> Options as follows:		
Length of option	Period of option	Exercise date
5 Years Actual/ Estimate	01/07/2022 to 30/06/2027	18/04/2027 to 18/06/2027
5 Years Actual/ Estimate	01/07/2027 to 30/06/2032	18/04/2032 to 18/06/2032
5 Years Actual/ Estimate	01/07/2032 to 30/06/2037	18/04/2037 to 18/06/2037
5 Years Actual/ Estimate	01/07/2037 to 30/06/2042	18/04/2040 to 18/06/2040
[list all options to renew lease]		

PART 3 WORKS, FIT OUT AND REFURBISHMENT	
7	Date of handover
7.1	Date of handover (if different to the date the lease commences indicated at item 5.1) 01/07/2022 Actual/ Estimate
8	Landlord's works
8.1	Description of works to be carried out by the landlord before the date the lease commences [exclude any works that form part of the tenant's fit out at item 9]
8.2	Estimate of expected contribution by the tenant towards the cost of the landlord's works \$0
[see also outgoings (item 13) in relation to any maintenance and repair outgoings]	
9	Tenant's fit out works
9.1	Fit out works to be carried out by the tenant (excluding the landlord's works at item 8)
9.2	Is the landlord providing any contribution towards the cost of the tenant's fit out? <input type="checkbox"/> Yes [insert details of landlord's contribution] <input checked="" type="checkbox"/> No
9.3	Does the landlord have requirements as to the quality and standard of shop front and fit out? <input type="checkbox"/> Yes [insert details or provide fit out guide] <input checked="" type="checkbox"/> No

PART 4 RENT		
10	Annual base rent	
10.1	Starting annual base rent (i.e. when the lease commences)	\$49,390 plus GST
10.2	Rent free period Not Applicable <i>[describe any rent free period]</i>	
10.3	Date of rent commencement	
10.4	How rent payments are to be made? Monthly instalments in advance in the sum of \$4,115.83 plus GST per month on and from the commencement date. <i>[insert description of how rent is paid—e.g. by equal monthly instalments in advance on the first day of each month, other than the first and last payments which are calculated on a pro-rata basis]</i>	
11	Rent adjustment (rent review)	
11.1	<p>Rent adjustment date(s) and adjustment method</p> <p>Rent shall be review to market annually throughout the initial term on each anniversary of the commencement date. Rent shall also be reviewed to market at the commencement of any optional term exercised and annually thereafter on each anniversary of the commencement date of the renewed term.</p> <p>Initial Term</p> <ul style="list-style-type: none"> ● 01/07/2023 - Market Review ● 01/07/2024 - Market Review ● 01/07/2025 - Market Review ● 01/072026 - Market Review <p>Future Options</p> <ul style="list-style-type: none"> ● 01/07/2027 - Market Review ● 01/07/2028 - Market Review ● 01/07/2029 - Market Review ● 01/07/2030 - Market Review ● 01/07/2031 - Market Review ● 01/07/2032 - Market Review ● 01/07/2033 - Market Review ● 01/07/2034 - Market Review ● 01/07/2035 - Market Review ● 01/07/2036 - Market Review ● 01/07/2037 - Market Review ● 01/07/2038 - Market Review ● 01/07/2039 - Market Review ● 01/07/2040 - Market Review 	

PART 5 OUTGOINGS		
12	Contribution by tenant towards landlord's outgoings	
12.1	Is the tenant required to pay or contribute towards the landlord's outgoings?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
12.2	Describe any period during which the tenant is not required to pay outgoings Not Applicable	
12.3	Date on which payment of outgoings is to commence	01 July 2022
12.4	Formulae for apportioning outgoings The tenant is responsible for payment of 100% of all building outgoings as defined in the Lease	

	<i>[insert formulae on how outgoings payable by tenant are to be apportioned]</i>	
13	Outgoings estimates (annual) for the 12 month period \$16,000 to \$17,000 plus utilities as per tenant 's use <i>[State which of the following are payable by the tenant. The landlord may be prevented by the Retail Leases Act 2003 from claiming certain costs.]</i>	
		Estimate per annum for the building (Including/Excluding GST)
13.1	Administration Administration costs (excluding management fees and wages) Management fees	
13.2	Air conditioning/temperature control Air conditioning maintenance Air conditioning operating costs	
13.3	Building management Body corporate/strata levies Building intelligence services Energy management services Gardening and landscaping Insurance Pest control Ventilation	\$12,000
13.4	Building security Caretaking Emergency systems Fire protection Security services	
13.5	Cleaning Cleaning consumables Cleaning costs (excluding consumables)	
13.6	Government rates and charges Local government rates and charges Water, sewerage and drainage rates and charges Fire services property levy (Note: under section 50 of the Retail Leases Act 2003 , the landlord may not claim land tax as an outgoing.)	\$2,750 \$1,300
13.7	Repairs Repairs and maintenance	

	Sinking fund for repairs and maintenance (Note: under section 41 of the Retail Leases Act 2003 , the landlord may not claim the capital costs of the building in which the premises are located)	
13.8	Utility services Electricity Gas Oil Water	As per tenant's use As per tenant's use As per tenant's use
13.9	Waste management Sewerage disposal Waste collection and disposal	
13.10	List any other outgoings	
13.11	Estimated tenant contribution to outgoings	\$0.00

PART 6 OTHER COSTS

14	Other monetary obligations and charges	
14.1	Outline any costs arising under the lease including up-front costs or other costs not part of the outgoings and not referred to elsewhere in this disclosure statement [e.g. <i>interest and legal costs</i>]	Not applicable

PART 7 ALTERATION WORKS (INCLUDING RENOVATIONS, EXTENSIONS, REDEVELOPMENT, DEMOLITION)

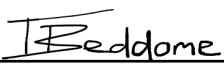
15	Alteration works	
15.1	Are there any alteration or demolition works, planned or known to the landlord at this point in time, to the premises or building, including surrounding roads, during the term or any further term or terms? <input type="checkbox"/> Yes [insert details of the proposed works] <input checked="" type="checkbox"/> No	
16	Clauses in lease dealing with relocation and demolition works	
16.1	Clause(s) in lease providing for relocation of tenant <input type="checkbox"/> Clause(s) of the lease <input checked="" type="checkbox"/> Not applicable	
16.2	Clause(s) in lease providing for demolition of the premises or building <input type="checkbox"/> Clause(s) of the lease <input checked="" type="checkbox"/> Not applicable	

PART 8 OTHER DISCLOSURES

17	Other disclosures
17.1	Are there any current legal proceedings in relation to the lawful use of the premises or building? <input type="checkbox"/> Yes [provide details] <input checked="" type="checkbox"/> No
17.2	Are there any alteration or demolition works, planned or known to the landlord at this point in time, to land adjacent to or in close proximity to the premises or building, during the term or any further term or terms? <input type="checkbox"/> Yes [provide details] <input checked="" type="checkbox"/> No
18	Representations by landlord
18.1	Any other representations by the landlord or the landlord's agent Not applicable [landlord to insert details of any other oral or written representations made by the landlord or the landlord's agent]

PART 9 LANDLORD ACKNOWLEDGEMENTS AND SIGNATURE	
19	Acknowledgements by landlord
By signing this disclosure statement, the landlord confirms and acknowledges that: <ul style="list-style-type: none"> • this disclosure statement contains all representations in relation to the proposed lease by the landlord and the landlord's agents as at the date of this disclosure statement; • this disclosure statement reflects all agreements that have been made by the parties; • the landlord has not knowingly withheld information which is likely to have an impact on the tenant's proposed business. 	
Warnings to landlord when completing this disclosure statement: <ul style="list-style-type: none"> • The tenant may have remedies including termination of lease if the information in this statement is misleading, false or materially incomplete. 	
20	Landlord's signature
20.1	Name of landlord INVICTUS NEPEAN HIGHWAY BARE PTY LTD (ACN: 659 980 051)
20.2	Signed by the landlord or the landlord's agent for and on behalf of the landlord x.....
20.3	Name of the landlord's authorised representative or landlord's agent Sam Armstrong [insert name of person signing with the authority of the landlord]
20.4	Date 01 / 07 /2022

PART 10 TENANT ACKNOWLEDGEMENTS AND SIGNATURE	
21	Acknowledgements by the tenant
By signing this disclosure statement, the tenant confirms and acknowledges that the tenant received this disclosure statement.	
Before entering into a lease, tenants should consider these key questions: <ul style="list-style-type: none"> • Does the planning authority allow your proposed use for the premises under planning law? • Is the security of your occupancy affected by: <ul style="list-style-type: none"> • mortgages, charges or encumbrances granted by the landlord? 	

<ul style="list-style-type: none"> • rights and obligations under a head lease? • Does the premises comply with building and safety regulations? Is the premises affected by outstanding notices by any authority? • Could your trading be affected by disturbances or changes to the building? • Does the landlord require you to refurbish the premises regularly or at the end of the lease? • Can the landlord end the lease early even if you comply with the lease? • Are all the existing structures, fixtures and plant and equipment in good working order? • Are you required to make good the premises at the end of the lease? 	
22	Tenant's signature
It is important that a tenant seek independent legal and financial advice before entering into a lease.	
22.1	Name of tenant Foot Centre Group (ACN: 610 589 127)
22.2	Signed by the tenant or for and on behalf of the tenant 
22.3	Name of the tenant's authorised representative Tess Beddome <i>[insert name of person signing with the authority of the tenant]</i>
22.4	Date 01 / 07 /2022

PART 11 ATTACHMENTS	
23	List of attachments
	Attached?
23.1	Plan of premises (see item 1.2) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> Not applicable
23.2	Head lease or Crown lease (see item 4.2) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> Not applicable
23.3	Additional attachments Not applicable <i>[list of any additional attachments]</i>