

## 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

<b>Landlord:</b>	TIMOTHY BOWEN & ROSELYN BOWEN
<b>Tenant:</b>	KNR ENTERPRISE PTY LTD A.C.N 163 565 017
<b>Premises:</b>	UNITS 7 and 8, 59 WHITERS STREET, LAKES ENTRANCE VIC 3909

<b>PART 1 PREMISES</b>							
<b>1</b>	<b>Premises details</b>						
1.1	Street address of premises  UNITS 7 and 8, 59 WHITERS STREET, LAKES ENTRANCE VIC 3909						
1.2	Plan of premises (if available) Not applicable						
1.3	<table style="width: 100%; border: none;"> <tr> <td style="width: 35%;">Lettable area of premises</td> <td style="width: 65%;">460 m<sup>2</sup></td> </tr> <tr> <td></td> <td style="padding-left: 20px;">Estimate</td> </tr> <tr> <td>Will a survey be conducted?</td> <td style="padding-left: 20px;"> <input type="checkbox"/> Yes  <input checked="" type="checkbox"/> No                 </td> </tr> </table>	Lettable area of premises	460 m <sup>2</sup>		Estimate	Will a survey be conducted?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Lettable area of premises	460 m <sup>2</sup>						
	Estimate						
Will a survey be conducted?	<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)						
	<table style="width: 100%; border: none;"> <tr> <td colspan="2" style="padding-left: 5px;"><i>[select as appropriate]</i></td> </tr> <tr> <td style="width: 50%; vertical-align: top;"> <input type="checkbox"/> air conditioning  <input type="checkbox"/> cool room  <input type="checkbox"/> floor coverage  <input type="checkbox"/> grease trap  <input type="checkbox"/> hot water service  <input checked="" type="checkbox"/> lighting                 </td> <td style="width: 50%; vertical-align: top;"> <input type="checkbox"/> plastered walls  <input type="checkbox"/> shop front  <input checked="" type="checkbox"/> sink  <input type="checkbox"/> sprinklers  <input type="checkbox"/> suspended ceilings  <input checked="" type="checkbox"/> telephone                 </td> </tr> </table>	<i>[select as appropriate]</i>		<input type="checkbox"/> air conditioning <input type="checkbox"/> cool room <input type="checkbox"/> floor coverage <input type="checkbox"/> grease trap <input type="checkbox"/> hot water service <input checked="" type="checkbox"/> lighting	<input type="checkbox"/> plastered walls <input type="checkbox"/> shop front <input checked="" type="checkbox"/> sink <input type="checkbox"/> sprinklers <input type="checkbox"/> suspended ceilings <input checked="" type="checkbox"/> telephone		
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	(see also date of handover at item 7)		
5.2	Length of term	Three (3) years	
5.3	Date lease expires (based on the date indicated at item 5.1 as the date the lease commences)	31 January 2025	
<b>6</b>	<b>Option/s to renew lease</b>		
6.1	Option/s details (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 to renew lease  Options as follows:		
	Length of option	Period of option	Exercise date
	Three years	01 February 2025 to 31 January 2028	31 July 2024 - 31 October 2024
	Three years	01 February 2028 to 31 January 2031	31 July <del>2024</del> <sup>2027</sup> - 31 October 2027
	Three years	01 February <del>2028</del> <sup>2031</sup> to 31 January <del>2031</del> <sup>2034</sup>	31 July <del>2024</del> <sup>2030</sup> - 31 October 2030  <i>T.B.</i> <i>R.W. RB.</i>

<b>PART 3 WORKS, FIT OUT AND REFURBISHMENT</b>		
<b>7</b>	<b>Date of handover</b>	
7.1	Date of handover (if different to the date the lease commences indicated at item 5.1)	01 February 2022 Actual
<b>8</b>	<b>Landlord's works</b>	
8.1	Description of works to be carried out by the landlord before the date the lease commences Not applicable <i>[exclude any works that form part of the tenant's fit out at item 9]</i>	
8.2	Estimate of expected contribution by the tenant towards the cost of the landlord's works	Not applicable
	<i>[see also outgoings (item 13) in relation to any maintenance and repair outgoings]</i>	
<b>9</b>	<b>Tenant's fit out works</b>	
9.1	Fit out works to be carried out by the tenant (excluding the landlord's works at item 8)	

	Not applicable
9.2	<p>Is the landlord providing any contribution towards the cost of the tenant's fit out?</p> <p><input type="checkbox"/> Yes</p> <p><i>[insert details of landlord's contribution]</i></p> <p><input type="checkbox"/> No</p> <p>Not applicable</p>
9.3	<p>Does the landlord have requirements as to the quality and standard of shop front and fit out?</p> <p><input checked="" type="checkbox"/> Yes</p> <p>To be maintained in a proper standard during the Lease.</p> <p><i>[insert details or provide fit out guide]</i></p> <p><input type="checkbox"/> No</p>

<b>PART 4 RENT</b>			
<b>10</b>	<b>Annual base rent</b>		
10.1	<table border="1"> <tr> <td>Starting annual base rent (i.e. when the lease commences)</td> <td>\$27,432.00 including GST</td> </tr> </table>	Starting annual base rent (i.e. when the lease commences)	\$27,432.00 including GST
Starting annual base rent (i.e. when the lease commences)	\$27,432.00 including GST		
10.2	<p>Rent free period</p> <p>Nil</p>		
10.3	<table border="1"> <tr> <td>Date of rent commencement</td> <td>01 February 2022</td> </tr> </table>	Date of rent commencement	01 February 2022
Date of rent commencement	01 February 2022		
10.4	<p>How rent payments are to be made?</p> <p>Calendar monthly in advance by direct bank transfer to the account nominated from time to time by the <b>landlord</b>, or in such other manner as is notified by the <b>landlord</b> from time to time.</p>		
<b>11</b>	<b>Rent adjustment (rent review)</b>		
11.1	<p>Rent adjustment date(s) and adjustment method</p> <p>Indexed to CPI – refer to the Lease</p> <p>First year of each option term – market review</p>		

<b>PART 5 OUTGOINGS</b>			
<b>12</b>	<b>Contribution by tenant towards landlord's outgoings</b>		
12.1	<table border="1"> <tr> <td>Is the tenant required to pay or contribute towards the landlord's outgoings?</td> <td> <input type="checkbox"/> Yes  <input checked="" type="checkbox"/> No, other than the building insurance </td> </tr> </table>	Is the tenant required to pay or contribute towards the landlord's outgoings?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No, other than the building insurance
Is the tenant required to pay or contribute towards the landlord's outgoings?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No, other than the building insurance		
12.2	<p>Describe any period during which the tenant is not required to pay outgoings</p> <p>Not applicable</p>		
12.3	<table border="1"> <tr> <td>Date on which payment of outgoings is to commence</td> <td>01 February 2022</td> </tr> </table>	Date on which payment of outgoings is to commence	01 February 2022
Date on which payment of outgoings is to commence	01 February 2022		
12.4	<p>Formulae for apportioning outgoings</p>		

	Not applicable.	
<b>13</b>	<b>Outgoings estimates (annual) for the 12 month period 01 February 2022 to 31 January 2023</b> <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	<p>LANDLORD TO OBTAIN &amp; PAY FOR THE BUILDING INSURANCE ON BEHALF OF TENANT, WHO WILL REIMBURSE THE LANDLORD AS.</p> <p>Tenant to obtain and pay for the building insurance on behalf of the Landlord.</p> <p>PW: TB (as per item 10 in the schedule of this lease)</p>
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.)	<p>Landlord to pay.</p> <p>Landlord to pay.</p> <p>Landlord to pay.</p>
13.7	Repairs Repairs and maintenance	Tenant to bear all repairs and maintenance as and when they fall due.

	Sinking fund for repairs and maintenance  (Note: under section 41 of the <b>Retail Leases Act 2003</b> , 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	Tenant to pay, to be determined by use.          Tenant to pay, to be determined by use.
13.9	Waste management  Sewerage disposal  Waste collection and disposal	Tenant to pay, to be determined by use.
13.10	List any other outgoings	
13.11	Estimated tenant contribution to outgoings	Not yet ascertained.

#### **PART 6 OTHER COSTS**

<b>14</b>	<b>Other monetary obligations and charges</b>	
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. interest and legal costs]	Not applicable.

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

<b>15</b>	<b>Alteration works</b>	
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	
<b>16</b>	<b>Clauses in lease dealing with relocation and demolition works</b>	
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	

<b>PART 8 OTHER DISCLOSURES</b>	
<b>17</b>	<b>Other disclosures</b>
17.1	<p>Are there any current legal proceedings in relation to the lawful use of the premises or building?</p> <p><input type="checkbox"/> Yes</p> <p>[provide details]</p> <p><input checked="" type="checkbox"/> No</p>
17.2	<p>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?</p> <p><input type="checkbox"/> Yes</p> <p>[provide details]</p> <p><input checked="" type="checkbox"/> No</p>
<b>18</b>	<b>Representations by landlord</b>
18.1	<p>Any other representations by the landlord or the landlord's agent?</p> <p>No</p> <p>[landlord to insert details of any other oral or written representations made by the landlord or the landlord's agent]</p>

<b>PART 9 LANDLORD ACKNOWLEDGEMENTS AND SIGNATURE</b>	
<b>19</b>	<b>Acknowledgements by landlord</b>
<p><b>By signing this disclosure statement, the landlord confirms and acknowledges that:</b></p> <ul style="list-style-type: none"> <li>• 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;</li> <li>• this disclosure statement reflects all agreements that have been made by the parties;</li> <li>• the landlord has not knowingly withheld information which is likely to have an impact on the tenant's proposed business.</li> </ul>	
<p><b>Warnings to landlord when completing this disclosure statement:</b></p> <ul style="list-style-type: none"> <li>• The tenant may have remedies including termination of lease if the information in this statement is misleading, false or materially incomplete.</li> </ul>	
<b>20</b>	<b>Landlord's signature</b>
20.1	<p>Name of landlord</p> <p>Timothy Bowen &amp; Roselyn Bowen</p>
20.2	<p>Signed by the landlord or the landlord's agent for and on behalf of the landlord</p> <p><i>Timothy T. Bowen</i> <i>R Bowen</i></p>
20.3	<p>Name of the landlord's authorised representative or landlord's agent</p> <p>Not applicable</p>
20.4	<p>Date <i>20.1.2022</i>   <i>20/01/2022</i></p>

**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:**

- Does the planning authority allow your proposed use for the premises under planning law?
- Is the security of your occupancy affected by:
  - mortgages, charges or encumbrances granted by the landlord?
  - 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

KNR Enterprise Pty Ltd A.C.N 163 565 017

22.2 Signed by the tenant or for and on behalf of the tenant


 X.....

22.3 Name of the tenant's authorised representative

Rick Daniel Ward

22.4 Date

18/12/21

**PART 11 ATTACHMENTS****23 List of attachments**23.1 Plan of premises  
(see item 1.2)
 Yes  
 Not applicable
23.2 Head lease or Crown lease  
(see item 4.2)
 Yes  
 Not applicable

23.3 Additional attachments

[list of any additional attachments]



To:

Legoll Lawyers  
17 Nicole Avenue  
Dandenong North VIC 3175

We, Timothy Bowen and Roselyn Bowen both 39 Roadknight Street, Lakes Entrance VIC 3909 confirm that Legoll Lawyers do not act for us in relation to the Lease at Units 7 and 8, 59 Whifers Street, Lakes Entrance. We further confirm that Legoll Lawyers have prepared the Lease and Disclosure Statement, as per instructions from the proposed tenant, KNR Enterprise Pty Ltd.

We have chosen not to engage legal representation on the lease matter and accordingly indemnify and hold harmless Legoll Lawyers against any losses and or damages arising under the Lease and Disclosure Statement as has been prepared by Legoll Lawyers.



Timothy Bowen



Roselyn Bowen

Dated the 20<sup>th</sup> day of January 2022...