

Smallacombe Real Estate Pty Ltd  
ABN 78 008 006 997  
83-91 Belair Road, Kingswood  
South Australia 5062  
Sales Tel (08) 8271 4177  
Sales Fax (08) 8271 1846  
Mitcham@Smallacombe.com.au

Smallacombe Rentals  
Rentals Tel (08) 8274 8777  
Rentals Fax (08) 8271 2160  
Rentals@Smallacombe.com.au



30<sup>th</sup> September 2022

Tramtrax Trading Pty Ltd  
C/- 315 Unley Road  
MALVERN SA 5061

Email: les@greenrod.net

To Whom It May Concern

**RE: MARKET EVALUATION – U2, 315 UNLEY ROAD, MALVERN SA 5061**  
Certificate of Title Volume 5002 Folio 422

Subject property CT 5002/422 current ownership details – Tramtrax Trading Pty Ltd care of 315 Unley Road, Malvern SA 5061 comprises approximately 509m<sup>2</sup> of open space fronting Unley Road having a frontage of approximately 29.56m with the building proper offering approximately 400m<sup>2</sup> under main roof excluding of pergola area of approximately 96m<sup>2</sup> thus in total approximately 1008m<sup>2</sup> of Mixed Use 3 Land, Government Local Description is Commercial Shop – Second Hand and Antiques.

Current Government Valuation on the property sits at a site value of \$1,175,000 and a capital value of \$1,200,000.

Based on current market conditions together with a kerbside evaluation and we noting two current Leases, one a 5 year plus 4 year right of renewal commencing 22<sup>nd</sup> July 2022 at \$87,500 net and the other being a portion at \$20,000 plus GST inclusive of outgoings commencing 1<sup>st</sup> September 2022 thus a total passing income of approximately \$107,500 per annum.

It is our professional opinion that the property has a current market value with Leases in place and sold as a going concern (GST exempt) then a figure in the order of \$1.7m - \$1.85m could reasonably be expected.

Should the reader require any further information the writer is happy to elaborate on any points contained within the brief.

Best Regards,  
**SMALLACOMBE REAL ESTATE / COMMERCIAL**

**NATHAN FOX A.R.E.I., C.C.I.P., C.P.M.**  
LICENSED REAL ESTATE MANAGER



Office 8274 8719  
Mobile 0412 818 208  
Fax 8271 1846  
83-91 Belair Road, KINGSWOOD SA 5062

Email nathan@smallacombe.com.au  
Website www.smallacombe.com.au

Licensed Agents RLA 1520  
MREI  
MSAA Registered Agents  
Property Managers  
Auctioneers

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## TAX INVOICE

ABN 78 008 006 997

Date 30th September 2022

Tramtrax Trading Pty Ltd  
C/- 315 Unley Road  
MALVERN SA 5061

FOR THE ATTENTION OF  
Mr Leslie Greenrod

### MARKET VALUE EVALUATION ACCOUNT

RE: Unit 2 - 315 Unley Road, MALVERN SA 5061

### PROFESSIONAL FEE

As per instructions received and as per agreed professional fee for the supply of current Market Sale Evaluation for the above property as at 30th September 2022, Smallacombe Commercial t/as Smallacombe Real Estate Pty Ltd is due - (Reduced Fee)		Professional Fee	\$350.00
		GST	35.00
<b>Disbursements</b>			
Government Valuation (GST inclusive) Holding No: 0911570100			\$11.30
		<b>Total payable by Client</b>	<b>\$386.30</b>

PLEASE REMIT WITHIN 7 DAYS TO SMALLACOMBE REAL ESTATE TRADING ACCOUNT  
NATIONAL BANK - UNLEY BRANCH  
BSB NO. 085 458 ACCOUNT NO. 121312078

ATTN: NATHAN FOX - SMALLACOMBE COMMERCIAL  
83 - 91 BELAIR ROAD, KINGSWOOD SA 5062

Licensed Agents RLA 1520  
MREI  
MSAA Registered Agents  
Property Managers  
Auctioneers

## **APPENDIX I**

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### **REQUEST FOR AN APPRAISAL OF VALUE OF REAL ESTATE**

#### **PLEASE NOTE**

As this is not a formal valuation, merely an appraisal from our experience of selling property, we are obliged to make the following conditions. This report is issued on the basis that these factors are taken into consideration by whoever the report is addressed to.

1. The opinion is an opinion only of the worth of the property as at the date the opinion is given.
2. The opinion of market worth is not a sworn valuation, nor can it be relied on as such.
3. The opinion of market worth is merely an indication of market value, whereas real market value can only be determined by the amount a willing purchaser is actually prepared to pay for the property.
4. The accuracy of any information obtained from a third party and used in preparation of the opinion of market worth cannot be guaranteed.
5. Imponderable and variable facts and matters which can affect the accuracy of the opinion of market worth given include, but are not limited to, the following:
  - (a) Interest rates
  - (b) Changes in zoning and planning classifications
  - (c) Changes in Government policy and legislation
  - (d) General state of the economy
  - (e) Local market fluctuations
  - (f) Amount of exposure of the property by advertising and inspection
  - (g) Adverse conditions on the day of sale: for example, weather
  - (h) Changes to the amenities in the area
  - (i) Changes to the property itself or neighbouring properties.
6. The opinion will be prepared solely for the information of the above-named and no responsibility is accepted should the opinion or any part thereof be incorrect or incomplete in any way.

## Valuation Record

<b>Valuation Number</b>	0911570100
<b>Type</b>	Site & Capital Value
<b>Date of Valuation</b>	01/01/2022
<b>Status</b>	CURRENT
<b>Operative From</b>	01/07/1990
<b>Property Location</b>	Unit 2, 315 UNLEY ROAD, MALVERN, SA 5061
<b>Local Government</b>	UNLEY
<b>Title References</b>	CT 5002/422
<b>Owner Names</b>	TRAMTRAX TRADING PTY. LTD.
<b>Owner Number</b>	70961886
<b>Address for Notices</b>	315 UNLEY RD MALVERN, SA 5061
<b>Zone / Subzone</b>	BN - Business Neighbourhood\\
<b>Water Available</b>	Yes
<b>Sewer Available</b>	Yes
<b>Land Use</b>	2168 - Second-Hand And Antiques
<b>Description</b>	SHOP SH/RM OFF
<b>Local Government Description</b>	Commercial - Shop

## Parcels

Plan/Parcel	Title Reference(s)
S10402 UNIT 2	CT 5002/422

## Values

Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Current	\$1,175,000	\$1,200,000			
Previous	\$990,000	\$1,075,000			

*Note – this information is not guaranteed by the Government of South Australia*

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LOCATION = Suburb: MALVERN, STREET: UNLEY, DATE: January 2020 to September 2022, , Price: \$50 to open, Year Built: 1800 to 2017, Date Printed: 19/09/2022 4:00:44 PM

ADDRESS	SALE PRICE	SALE DATE	YEAR LANDLANDEQUIV Condition						IMPROVEMENTS	ZONE
			BUILT	USE	AREA	AREAR	Rooms	STYLE		
307 UNLEY RD, MALVERN	\$520,000	24/01/2020	1900	2230	335	117	0	0	HOME LOANS	MU3
307 UNLEY RD, MALVERN	\$520,000	24/01/2020	1900	2230	335	117	0	0	HOME LOANS	MU3
319 UNLEY RD, MALVERN	\$950,000	28/01/2021	1900	1100	559	192	8	5 Symmetrical	8H G C/P	MU3
207 UNLEY RD, MALVERN	\$5,794,000	20/04/2021	1920	1810	3968	1238	0	0	CREMORNE H	UC(MS)
255 UNLEY RD, MALVERN	O\$1,850	21/12/2021		2182	1869	0	0	0	SHOWRM W/S	UC(MS)
LT 5 UNLEY RD, MALVERN	O\$730	21/12/2021		2182	651	0	0	0	SHOWRM W/S	UC(MS)
245 UNLEY RD, MALVERN	O\$1,025	21/12/2021		2182	1012	0	0	0	SHOWRM W/S	UC(MS)
UNIT 1-2, 245-255 UNLEY RD, MALVERN	O\$1,850	21/12/2021		2920	4142	1958	0	0	SHOWRM/CAR	UC(MS)
UNIT 1-2, 245-255 UNLEY RD, MALVERN	O\$630	21/12/2021		2920	4142	1958	0	0	SHOWRM/CAR	UC(MS)
UNIT 1-2, 245-255 UNLEY RD, MALVERN	O\$730	21/12/2021		2920	4142	1958	0	0	SHOWRM/CAR	UC(MS)
UNIT 1-2, 245-255 UNLEY RD, MALVERN	O\$1,025	21/12/2021		2920	4142	1958	0	0	SHOWRM/CAR	UC(MS)

LOCATION = Suburb: MALVERN, STREET: UNLEY, DATE: January 2020 to September 2022, , Price: \$50 to open, Year Built: 1800 to 2017, Date Printed

SALE PRICE	
Average (mean)	\$708,349
Median	\$1,850
Lower Quartile	\$878
Upper Quartile	\$520,000
Standard Deviation	\$1,637,470
Minimum	\$630
Maximum	\$5,794,000
Count	11
Aggregate (Total)	\$7,791,840
Mean Assessment Ratio	0.50

BUILDING AREA square metres	
Average (mean)	1,187
Standard Deviation	841
Minimum	117
Maximum	1,958
Count	8
Mean rate per sq. metre	\$2,315
Average number Rooms	8.0
Average Condition	5.0
Average Building Age	117.0

LAND AREA square metres	
Average (mean)	2,300
Standard Deviation	1,697
Minimum	335
Maximum	4,142
Count	11
Mean rate per sq. metre	\$570
Count of OTHER LAND	0

#### EXPLANATION OF STATISTICS

The Mean (Average, Arithmetic Mean) is the sum (total) of all the items divided by the number of items.

The Median is the middle item in data that has been sorted into ascending or descending numerical sequence. It is the middle value in an ordered list. Half the items are greater than the median and half have a lower value.

The Standard Deviation is a measure of the spread (dispersion) of the data around the mean. A small standard deviation indicates that the data is closely grouped around the mean.

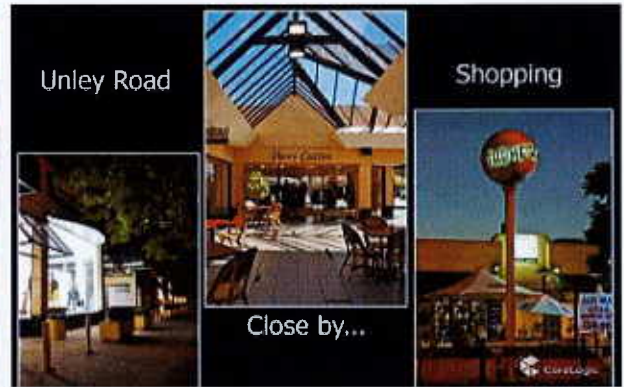
The Aggregate is the sum (total) of all the items.

2/315 Unley Road Malvern SA 5061



## Property Details

<b>Lot/Plan</b>	LOT UN2 S10402	<b>Property Type</b>	Business
<b>Year Built</b>	1984	<b>Council Area</b>	Unley
<b>Zone</b>	MU3, Mixed Uses 3	<b>Land Use Primary</b>	Second-Hand and Antiques



2/315 Unley Road Malvern SA 5061

## Estimated Value






An estimate is not available for this property. There is either insufficient subject property information, recent sales or the property is considered to be out of scope i.e. non-residential, highly unique or rural and an estimate cannot be confidently provided.

## Property Activity Summary

Date	Activity	Value	Details
01 Sep 2017	Sold	\$830,000	Sale Method: Unknown, Sale Advised by: Government
06 Apr 2016	For Rent	\$110,000 / year	Campaign period: 06/04/2016 - 06/04/2016, Listed by: George Zogopoulos, Negotiators Real Estate - Adelaide, Days on market: 7
07 May 2015	For Rent	\$110,000 / year	Campaign period: 07/05/2015 - 06/01/2016, Listed by: George Zogopoulos, Negotiators Real Estate - Adelaide, Days on market: 245



## Local School Details

School Address	Distance	School Type	Gender	Sector	Enrolments
 <b>Unley High School</b> LOT 101 Kitchener Street Netherby SA 5062	1.4km	Secondary	Mixed	Government	1203
 <b>Walford Anglican School for Girls</b> 324 Unley Road Hyde Park SA 5061	0.4km	Combined	-	Non-Government	594
 <b>Unley Primary School</b> 220 Wattle Street Malvern SA 5061	0.8km	Primary	Mixed	Government	510
 <b>Concordia College</b> -	0.9km	Combined	Mixed	Non-Government	1264
 <b>Mitcham Girls High School</b> Kyre Avenue Kingswood SA 5062	0.9km	Secondary	-	Government	532

 Property within school catchment

 Property outside school catchment (government)/no catchment applies (non-government)

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Within Australia: 1300 734 318  
Email Us: [customer care@corelogic.com.au](mailto:customer care@corelogic.com.au)

## DISCLOSURE STATEMENT - RETAIL LEASE

(section 12 of *Retail and Commercial Leases Act 1995*)

### Information for lessees

Please read the following information carefully.

#### What is a lease?

A lease is a very important document. It is a legally binding contract between the lessor (landlord) and the lessee (tenant). It sets out the rights and obligations of the lessor and the lessee.

A document that binds the lessee to enter into a lease or to take a shop on lease for a renewed term should be treated as if it were the lease.

#### What should I look for in a lease?

The main features to consider are—

- the term of the lease;
- whether there is an option to renew or extend the lease (and the method of exercising any such option);
- the rent and the basis for rent reviews;
- the amounts that the lessee will have to pay in addition to rent e.g. fit out costs, maintenance and repair costs and shared operating expenses;
- the consequences of breaching a term of the lease.

Make sure you read the whole document and understand the obligations it will place on you, especially the extra charges in addition to rent that you will have to pay.

If the lease is a sublease, you should seek information about the lessor's rights and obligations under the head lease that are relevant to the lease of the shop.

#### What information is the lessor required to give me?

The lessor must give you a copy of the proposed lease and this disclosure statement. The disclosure statement must contain the matters set out in section 12 of the *Retail and Commercial Leases Act 1995*.

#### What should I do before signing a lease or other binding document?

Do not sign until you understand exactly what your obligations under the lease will be.

Before signing a lease or other binding document, you should obtain independent legal and financial advice.

- You should discuss the lease (or any agreement for a lease) and the disclosure statement with your own lawyer or leasing adviser.
- You should seek advice about the financial commitments under the lease from your own accountant or recognised financial or business adviser.
- You should also seek advice from an association representing the interests of lessees.

Before signing a lease or other binding document, oral representations made by the lessor or the lessor's agent on which you have relied should be reduced to writing and signed by or on behalf of the lessor.

Before signing a lease or other binding document, the lessee should sign an acknowledgment of receipt of the disclosure statement.

**1 Details of shop**

Address:

Portion of Unit 2 in SP 10402 known as 2,315 Unley Road Malvern SA 5061 (whole of the land in CT  
5002/422)

*[Provide sufficient details to identify the shop]*

Lettable area:

approx 297 m2 (incl enclosed verandah)

*[Specify in square metres]*

The shop may only be used for:

Consulting Rooms

*[Specify the permitted uses]*

**2 Term of lease**

Five years from 22nd July 2022 to 21st July 2027

**3 Renewal or extension of lease** *[Select 1 box]*

There is no right to renew or extend the term of the lease.

The lease gives a right to renew or extend the term of the lease as follows:

One right of renewal of four (4) years

*[Insert details]*

**4 Access to shop**

Hours during which the lessee will have access to the shop outside trading hours:

All hours permitted by law

Date on which the shop will be available for occupation:

Refer Agreement to lease (early access from provision of executed documents, bank guarantee and deposit)

**5 Monetary obligations**

The Lessee's obligations to pay rent, to pay or reimburse outgoings, to make or reimburse capital expenditure and any other monetary obligations imposed on the lessee are set out in Appendix A.

**6 Retail shopping centre details** *[Select 1 box]*

The shop is in a retail shopping centre within the meaning of the *Retail and Commercial Leases Act 1995*. See Appendix B for details.

The shop is not in a retail shopping centre within the meaning of the *Retail and Commercial Leases Act 1995*.

**7 Consequences of breach**

The legal consequences of early termination of the lease by the Lessee as set out in

Refer Draft Memorandum of Lease annexed hereto (Corsers)

*[insert clause numbers or other identification of relevant components of lease]*

of the lease are as follows:

the Lessee is liable for rent for the term of the lease, damages and cost

*[Insert brief description]*

The legal consequences of a breach of a term of the lease as set out in

Refer Draft Memorandum of Lease annexed hereto (Corsers)

*[insert clause numbers or other identification of relevant components of lease]*

of the lease are as follows:

the Lessee is liable for damages for breaches and costs

*[Insert brief description]*

## 8 Warnings

Oral representations made by the lessor or the lessor's agent on which the lessee has relied should be reduced to writing and signed by or on behalf of the lessor before the lessee enters into the lease.

The lessee should obtain independent legal and financial advice before entering into the lease.

(The parties agree to signing and service of this form pursuant to *Electronic Communications Act (Cth & SA)* for electronic signatures and to sending this document by email if so signed.)

Date:

28/6/2022

Signature of lessor:



Name:

Tramtrax Trading Pty Ltd

Address:

1,315 Unley Road Malvern SA 5061

The Lessor signing warrants they have authority and sign for all the Lessors, if more than one.

## Acknowledgment of Receipt

I acknowledge receipt of this disclosure statement including:

[Select 1 or more boxes as applicable]

- Appendix A—Monetary obligations under lease
- Appendix B—Retail shopping centre details
- Attachment—Shop fitting or refitting obligations
- Attachment—Fixtures, plant or equipment obligations
- Attachment—Sinking fund obligations
- Attachment—Proposed changes to shopping centre
- Attachment—Current tenant mix
- Attachment—Proposed changes to current tenant mix
- Attachment—Details of tenant association
- Retail and Commercial Leasing Guide (1 July 2020)

## Important Notice

*Retail and Commercial Leases Act 1995*: Section 18

*Retail and Commercial Leases Regulations 2010*: Regulation 6

The Lessor does not warrant that the premises that you are about to lease will, for the duration of your lease be structurally suitable for the type of business that you intend to carry on.

Date:

28 / 06 / 2022 9:15 am

Signature of lessee:



Name:

Inspired Psychology (SA) Pty Ltd ACN 165 350 569 ABN 46 165 350 569

Address:

28 Unley Road Unley SA 5061

The Lessee signing warrants they have authority and sign for all the Lessees, if more than one.

## APPENDIX A - MONETARY OBLIGATIONS UNDER LEASE

### PART 1 - RENT

#### 1 Base rent

The base rent payable for the shop is or is calculated as follows:

\$87,500 per annum plus outgoings and GST

---

*[Insert amount or formula]*

#### 2 Basis on which base rent may be changed

The base rent may be changed on the following basis:

Annual reviews fixed at 4% and market review at renewal

---

*[Insert description of rent review arrangements]*

#### 3 Other rent

Other rent payable for the shop is or is calculated as follows:

Nil

---

*[Insert amount or formula]*

### PART 2 - CAPITAL EXPENDITURE

#### 4 Permissible obligations (section 13 of *Retail and Commercial Leases Act 1995*)

The lessee will be liable for capital expenditure as follows:

*[Select 1 or more boxes as applicable]*

- to pay or reimburse the cost of making good damage to the premises arising when the lessee is in possession or entitled to possession of the premises.
- to fit or refit the shop as set out in the attachment marked "Shop fitting or refitting obligations".  
*[The attachment must include sufficient details to enable the lessee to obtain an estimate of the likely cost of complying with the obligation.]*
- to provide fixtures, plant or equipment as set out in the attachment marked "Fixtures, plant or equipment obligations".  
*[The attachment must include sufficient details to enable the lessee to obtain an estimate of the likely cost of complying with the obligation.]*
- to contribute to a sinking fund to cover major items of repair or maintenance as set out in the attachment marked "Sinking fund obligations".  
*[The attachment must include reasonable details of the lessee's obligations.]*

**PART 3 - OUTGOINGS**

**5 Categories and estimate of annual liability**

The lessee will be liable to pay or reimburse outgoings as follows:

Category of outgoings	Estimate of Lessee's annual liability	Lessee's % or commentary of Cost <i>(if insufficient room use area below)</i>
local government rates and charges	\$5,186.00	85%
electricity		
gas and oil		
water and sewerage rates and charges	\$1,214.62	85%
sewerage disposal and sullage		
energy management systems		
air conditioning/ventilation		
building intelligence and emergency systems		
fire protection		
security		
lifts and escalators		
public address/music		
signs		
public telephones		
insurance	\$3,264.00	85%
pest control	\$850.00	85%
uniforms		
car parking		
child minding		
gardening		
cleaning		
audit fees		
management costs	\$3,973.00	100%
maintenance and repairs		
emergency services levy	\$1,304.58	85%
other <i>[specify]</i>		
GST	\$1,579.22	
<b>Total</b>	<b>\$17,371.42</b>	

**Lessee's % or commentary area for above**

The lessee pays 85% of the above outgoings and 100% of management. If council rates the tenancy separately, the lessee will pay 100% of rates for the subject tenancy. The above figures have been calculated in accordance with this formula.

**5 Categories and estimate of annual liability (cont.)**

[Select 1 box]

- The Lessee is liable for the full amount of the outgoings.
- The Lessee is liable for a proportion of the outgoings calculated according to the following formula:

The lessee pays 85% of the above outgoings and 100% of management. If council rates the  
tenancy separately, the lessee will pay 100% of rates for the subject tenancy. The above figures  
have been calculated in accordance with this formula.  
*[If different according to category, provide category and formula in each case.]*

**6 Margin of profit**

[Select 1 box]

- The amount the Lessee is required to pay towards outgoings does not include a margin of profit for the Lessor.
- The amount the Lessee is required to pay towards outgoings includes a margin of profit for the Lessor as follows:

\_\_\_\_\_  
*[Provide the percentage profit or the basis on which the profit is to be calculated.]*

**PART 4 - OTHER MONETARY OBLIGATIONS**

**7 Other**

[Select 1 box]

- The lessee will not be liable for any other kinds of monetary obligations.
- The lessee will also be liable for the following kinds of monetary obligations:

The Lessee will pay for costs of security monitoring (if applicable), cost of power, water, gas,  
telephone, internet and other utilities including installation, consumption and meter reading by  
the lessee (if applicable) and cost of regular servicing & cleaning (minimum 6 monthly) of air  
conditioning and fire extinguishers and fire services. The lessee will maintain the garden/s.

\_\_\_\_\_  
*[Provide details of other kinds of monetary obligations and, if possible, an estimate of the annual cost of complying with those obligations.]*



# Raine & Horne Commercial

DM & JL Ente Nominees Pty Ltd ATF David Ente Family Trust T/A Raine & Horne Commercial SA  
PO Box 1194 UNLEY ANNEXE SA 5061  
Tel: 08 8172 1266 Agent No: 205498  
Email: david.ente@rhc.com.au

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## DISCLOSURE STATEMENT - RETAIL LEASE

(section 12 of *Retail and Commercial Leases Act 1995*)

### Information for lessees

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#### What should I look for in a lease?

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- the term of the lease;
- whether there is an option to renew or extend the lease (and the method of exercising any such option);
- the rent and the basis for rent reviews;
- the amounts that the lessee will have to pay in addition to rent e.g. fit out costs, maintenance and repair costs and shared operating expenses;
- the consequences of breaching a term of the lease.

Make sure you read the whole document and understand the obligations it will place on you, especially the extra charges in addition to rent that you will have to pay.

If the lease is a sublease, you should seek information about the lessor's rights and obligations under the head lease that are relevant to the lease of the shop.

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- You should also seek advice from an association representing the interests of lessees.

Before signing a lease or other binding document, oral representations made by the lessor or the lessor's agent on which you have relied should be reduced to writing and signed by or on behalf of the lessor.

Before signing a lease or other binding document, the lessee should sign an acknowledgment of receipt of the disclosure statement.

**1 Details of shop**

Address:

Portion of Unit 2 in SP 10402 known as 2,315 Unley Road Malvern SA 5061 (whole of the land in CT 5002/422) (warehouse area and portion of driveway cross hatched on attached plan)  
*[Provide sufficient details to identify the shop]*

Lettable area:

approx 106 m2

*[Specify in square metres]*

The shop may only be used for:

Storage only PLUS OFFICE SPACE

*[Specify the permitted uses]*

**2 Term of lease**

Three years from 1st September 2022 to 30th September 2025

**3 Renewal or extension of lease [Select 1 box]**

There is no right to renew or extend the term of the lease.

The lease gives a right to renew or extend the term of the lease as follows:

\_\_\_\_\_  
*[insert details]*

**4 Access to shop**

Hours during which the lessee will have access to the shop outside trading hours:

All hours permitted by law

Date on which the shop will be available for occupation:

Refer Agreement to lease (access from provision of executed documents, bond and deposit)

**5 Monetary obligations**

The Lessee's obligations to pay rent, to pay or reimburse outgoings, to make or reimburse capital expenditure and any other monetary obligations imposed on the lessee are set out in Appendix A.

**6 Retail shopping centre details [Select 1 box]**

The shop is in a retail shopping centre within the meaning of the *Retail and Commercial Leases Act 1995*. See Appendix B for details.

The shop is not in a retail shopping centre within the meaning of the *Retail and Commercial Leases Act 1995*.

**7 Consequences of breach**

The legal consequences of early termination of the lease by the Lessee as set out in

Refer Draft Memorandum of Lease annexed hereto (Corsers)

*[insert clause numbers or other identification of relevant components of lease]*

of the lease are as follows:

the Lessee is liable for rent for the term of the lease, damages and cost

*[insert brief description]*

The legal consequences of a breach of a term of the lease as set out in

Refer Draft Memorandum of Lease annexed hereto (Corsers)

*[insert clause numbers or other identification of relevant components of lease]*

of the lease are as follows:

the Lessee is liable for damages for breaches and costs

*[insert brief description]*

**11 DEFAULT**

Without limiting the Lessor's rights as against the Lessee or Guarantor/s, at law or in equity, in the event of a breach of the obligations of the Lessee and/or Guarantor/s pursuant to the terms of this Agreement the Lessee hereby agrees that the first month's rental payment will be forfeited to the Lessor after notice and/or demand to rectify same and that any legal costs and disbursements incurred by the Lessor pursuant to this Agreement or arising out of the breach of same by the Lessee or Guarantor/s will be payable by the Lessee. Further and without limitation as aforesaid all the costs of and incidental to procuring another tenant to lease the premises including all loss of rental and outgoings will be payable by the Lessee.

**12 LEASE ACKNOWLEDGMENTS**

The Lessee hereby acknowledges the following matters:

- 12.1 that prior to entering into this lease the Lessor or a person on behalf of the Lessor made available to the Lessee a copy of the proposed lease in compliance with the Act;
- 12.2 that prior to entering into this Agreement to Lease a Disclosure Statement was provided to the Lessee in compliance with the Act (if applicable).
- 12.3 that prior to the Lessee entering into this Agreement to Lease notice under the Act was served on and drawn to the attention of the Lessee which notice confirms that the Lessor does not warrant that the Premises will be structurally sound or appropriate for the type of business which the Lessee intends to conduct at the Premises.

**13 LEASING FEE**

In consideration of the Lessor's acceptance of this offer to lease the Lessor hereby agrees to pay to the Agent a fee for leasing the property. The fee will be in accordance with the fees recommended by the Real Estate Institute of South Australia or the Auctioneers & Appraisers Society (SA) Inc or as otherwise agreed in writing and shall be payable on or before the commencement date of the lease as specified herein. The Agent is hereby authorised by the Lessor to apply all or such part of the first month's rent in advance in payment of the leasing fee.

**14 SIGNS AND CONDITION**

The Lessor reserves all signage rights unless otherwise stated. The Lessee will also sign a condition report as delivered by the Agent or Lessor within 7 days of receipt prior to occupation.

**15 DEED**

The parties execute this Agreement as a deed.

**16 SPECIAL CONDITIONS**

Refer General Annexure Item 1

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## SCHEDULE

1 **The Premises**

Portion of Unit 2 in SP 10402 being whole of the land in CT 5002/422 known as 2,315 Unley Road  
Malvern SA 5061 (Area cross hatched shown as "garage" and shaded in pink, along with driveway  
between the swing gate and the roller door - refer attached plan).

2 **The Area**

approx 106 m2 lettable area excl driveway

identify by approximate sq/m and/or plan if not whole of the land

3 **The First Term and Commencement Date**

Three years from 1st September 2022 to 31st August 2025

Note: Under the Act (if the Act applies) a minimum 5 year term applies (based on the term and any options) unless a certificate by a lawyer is witnessed under the Act acknowledging a lesser term is delivered to the Lessor with the lease.

4 **The Renewal Options and dates and or periods of Extensions**

Nil

5 **The Rental**

\$20,000 per annum plus GST incl outgoings

6 **The Rental Review Formula in any terms and on Extensions**

**First Term**

Annual

Other \_\_\_\_\_

Market

CPI

Fixed 4%

**Renewals**

Market

CPI

Fixed %

Other

Annual reviews fixed at 4%. The lessee will pay increases in base outgoings over  
base year June 30 2022 (refer Disclosure Statement).

7 **The Permitted Use**

Storage of Tools of Trade, Stock

8 **Fit Out Works**

Nil

Identify the works to be undertaken and by which party

9 **Property as Inspected**

The Property was inspected and is accepted as is subject to any works detailed above.

No

Yes

**PART 3 - OUTGOINGS**

**5 Categories and estimate of annual liability**

The lessee will be liable to pay or reimburse outgoings as follows:

Category of outgoings	Estimate of Lessee's annual liability	Lessee's % or commentary of Cost <i>(if insufficient room use area below)</i>
local government rates and charges	\$6,101.20	15%
electricity		
gas and oil		
water and sewerage rates and charges	\$1,428.96	15%
sewerage disposal and sullage		
energy management systems		
air conditioning/ventilation		
building intelligence and emergency systems		
fire protection		
security		
lifts and escalators		
public address/music		
signs		
public telephones		
insurance	\$3,840.00	15%
pest control	\$1,000.00	15%
uniforms		
car parking		
child minding		
gardening		
cleaning		
audit fees		
management costs		
maintenance and repairs		
emergency services levy	\$1,534.80	15%
other [specify]		
GST		
<b>Total</b>	<b>\$13,904.96</b>	

**Lessee's % or commentary area for above**

The lessee pays 15% of the above outgoings (which are included in the rent). If council rates the tenancy separately, the lessee will pay 100% of rates for the subject tenancy. The actual amount attributed to the tenancy are approx \$2085.74 per annum (ex GST).

**5 Categories and estimate of annual liability (cont.)**

*[Select 1 box]*

- The Lessee is liable for the full amount of the outgoing.
- The Lessee is liable for a proportion of the outgoing calculated according to the following formula:

Outgoings included in the rent

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*[If different according to category, provide category and formula in each case.]*

**6 Margin of profit**

*[Select 1 box]*

- The amount the Lessee is required to pay towards outgoing does not include a margin of profit for the Lessor.
- The amount the Lessee is required to pay towards outgoing includes a margin of profit for the Lessor as follows:

\_\_\_\_\_  
*[Provide the percentage profit or the basis on which the profit is to be calculated.]*

**PART 4 - OTHER MONETARY OBLIGATIONS**

**7 Other**

*[Select 1 box]*

- The lessee will not be liable for any other kinds of monetary obligations.
- The lessee will also be liable for the following kinds of monetary obligations:

The Lessee will pay for costs of security monitoring (if applicable), cost of power, water, gas,  
telephone, internet and other utilities including installation, consumption and meter reading by  
the lessee (if applicable) and cost of regular servicing & cleaning (minimum 6 monthly) of air  
conditioning and fire extinguishers and fire services. The lessee will maintain the garden area  
associated with their tenancy only (including trimming of vine).

*[Provide details of other kinds of monetary obligations and, if possible, an estimate of the annual cost of complying with those obligations.]*