

Vendor Commonwealth Bank of Australia (formerly The Commissioners of the State Bank of Victoria)

Property Lot 1 on Title Plan 848928V being the land contained in Certificate of Title Volume 3554 Folio 638 known as 60 Langtree Avenue, Mildura Vic 3502 (Title address on title is incorrect. It is not No 58)

The Vendor makes this statement in respect of the Property in accordance with section 32 of the *Sale of Land Act 1962* (Vic)

1 Restrictions

Information concerning any easement, covenant or other similar restriction affecting the Property (registered or unregistered) –

- 1.1 Description – As set out in the attached copies of title documents.
- 1.2 Particulars of any existing failure to comply with their terms are as follows – Nil so far as the Vendor is aware save as to the Vendor makes no representation that all covenants contained in the Bookshop Lease (as that term is defined in the Contract of Sale for the Property), so far as any portion of it affects the Property, have been fully performed or observed by the Tenant.

2 Planning, road access & bushfire-prone property

Information concerning any planning scheme –

Is contained in the attached certificate.

There is access to the Property by road.

The Property is not in a designated bushfire-prone area within the meaning of regulations made under the *Building Act 1993*.

3 Outgoings & Statutory Charges

Information concerning any rates, taxes, charges or other similar outgoings **and** any interest payable on any part of them –

- 3.1 Is contained in the attached certificates.
- 3.2 Any amounts for which the Purchaser may become liable in consequence of the purchase of the Property, are as follows –
 - (a) goods and services tax for which liability is accepted by the Purchaser under the Contract; and
 - (b) the Purchaser's liability for unpaid outgoings to be adjusted at settlement.
- 3.3 The amount owing under any other registered or unregistered statutory charge that secures an amount due under any other legislation is – Nil.

4 Services

Information concerning the supply of the following services –

	Service	Connected
4.1	Electricity	Yes
4.2	Gas	No
4.3	Water	Yes
4.4	Sewerage	Yes
4.5	Telephone	Yes

5 Residential Property

Particulars relating to any residence on the Property – not applicable as the Property does not include a residence.

6 Insurance

Where the Contract does not provide for the Property to remain at the risk of the Vendor until the Purchaser becomes entitled to possession or receipt of rents and profits, particulars of any policy of insurance maintained by the Vendor in respect of any damage to or destruction of the Property – not applicable.

7 Notices, orders, etc

Particulars of any notice, order, declaration, report or recommendation of a public authority or government department or approved proposal directly and currently affecting the Property of which the Vendor might reasonably be expected to have knowledge, including any – Nil, so far as the Vendor is aware.

The Purchaser should make its own enquiries from the Municipal Council or any other public authority or government department considered appropriate by the Purchaser.

8 Owners Corporation

If the Property is affected by an owners corporation within the meaning of the *Owners Corporations Act 2006*, a copy of the current owners corporation certificate and documents required to accompany that certificate under the *Owners Corporations Act 2006* are attached – not applicable.

9 Growth Areas Infrastructure Contribution

9.1 If there is a GAIC recording (within the meaning of Part 9B of the *Planning and Environment Act 1987*) in respect of the Property, copies of relevant certificates issued or notices given under that Part are attached.

9.2 The Property is not subject to a work-in-kind agreement (within the meaning of Part 9B of the *Planning and Environment Act 1987*).

10 Title

Attached are copies of the following documents concerning the title –

10.1 The Register Search Statement and the document, or part, referred to as the diagram location in the Register Search Statement that identifies the Property and its location.

11 Subdivision

Attached are copies of the following documents concerning subdivision of the Property –

11.1 If the land is subject to a subdivision which is not registered, the plan of subdivision certified by the relevant municipal council.- not applicable.

- 11.2 If the land is part of a staged subdivision within the meaning of section 37 of the *Subdivision Act 1988*, if the land is in the second or subsequent stage, a copy of the plan for the first stage, details of any requirements in a statement of compliance relating to the stage in which the land is included that have not been complied with, details of any proposals relating to subsequent stages that are known to the Vendor, and a statement of the contents of any permit under the *Planning and Environment Act 1987* authorising the staged subdivision – not applicable.
- 11.3 If the land is subject to a subdivision and in respect of which a further plan within the meaning of the *Subdivision Act 1988* is proposed, if the later plan has not been registered, the plan which has been certified by the relevant municipal council – not applicable.

Date of this Statement

22 / 6 /2021

Signed for and on behalf of the Vendor

Allens

By its current Australian Legal Practitioners, Allens

The Purchaser acknowledges being given a duplicate of this statement signed by the Vendor before the Purchaser signed any Contract.

Date of this Acknowledgement

/ /2021

Signature/s of the Purchaser

Please note that where the Property is to be sold on terms pursuant to section 32A(d) of the *Sale of Land Act 1962* and/or sold subject to a mortgage that is not to be discharged by the date of possession (or receipt of the rents and profits) of the Property – then the Vendor must provide an additional statement containing the particulars specified in Schedules 1 and 2 of the said Act.

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REGISTER SEARCH STATEMENT (Title Search) Transfer of Land Act 1958

VOLUME 03554 FOLIO 638

Security no : 124090533985X

Produced 15/06/2021 09:43 AM

LAND DESCRIPTION

Lot 1 on Title Plan 848928V (formerly known as Lot 8 Block D Section 41 on Plan of Subdivision 002144).

PARENT TITLE Volume 02188 Folio 555

Created by instrument 0668226 21/11/1911

REGISTERED PROPRIETOR

Estate Fee Simple

Sole Proprietor

THE COMMISSIONERS OF THE STATE BANK OF VICTORIA of 385 BOURKE STREET,
MELBOURNE 3000
L777582D 16/07/1985

ENCUMBRANCES, CAVEATS AND NOTICES

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 24 Subdivision Act 1988 and any other encumbrances shown or entered on the plan set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE TP848928V FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

DOCUMENT END

Delivered from the LANDATA® System by InfoTrack Pty Ltd.

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TITLE PLAN	EDITION 1	TP 848928V			
LOCATION OF LAND Parish : MILDURA Township : - Section : - Crown Allotment : - Crown Portion : 1 (PT) Last Plan Reference : LP 2144 Derived From : VOL. 3554 FOL. 638 Depth Limitation : NIL	Notations A copy order declaring Langtree Avenue to be a shopping mall has been submitted to the Registrar of Titles pursuant to Section 539B of the Local Government Act 1988 Mrs. M. GHOSE, Entered: 9.12.88 <i>M. G. Dallas</i> Assistant Registrar of Titles ANY REFERENCE TO MAP IN THE TEXT MEANS THE DIAGRAM SHOWN ON THIS TITLE PLAN				
Description of Land/ Easement Information ENCUMBRANCES THE RESERVATIONS AND CONDITIONS CONTAINED IN INSTRUMENT OF TRANSFER No.259809		THIS PLAN HAS BEEN PREPARED BY LAND REGISTRY, LAND VICTORIA FOR TITLE DIAGRAM PURPOSES COMPILED: Date: 9/02/08 VERIFIED: A. DALLAS Assistant Registrar of Titles			
<p style="text-align: center;">LOT 1</p>					
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">TABLE OF PARCEL IDENTIFIERS</th> </tr> <tr> <td style="font-size: small;">WARNING: Where multiple parcels are referred to or shown on the Title Plan this does not imply separately disposable parcels under Section 8A of the Sale of Land Act 1962</td> </tr> <tr> <td style="text-align: center;">LOT 1 = LOT 8 SECTION 41 BLOCK D ON LP 2144</td> </tr> </table>			TABLE OF PARCEL IDENTIFIERS	WARNING: Where multiple parcels are referred to or shown on the Title Plan this does not imply separately disposable parcels under Section 8A of the Sale of Land Act 1962	LOT 1 = LOT 8 SECTION 41 BLOCK D ON LP 2144
TABLE OF PARCEL IDENTIFIERS					
WARNING: Where multiple parcels are referred to or shown on the Title Plan this does not imply separately disposable parcels under Section 8A of the Sale of Land Act 1962					
LOT 1 = LOT 8 SECTION 41 BLOCK D ON LP 2144					
LENGTHS ARE IN FEET AND INCHES	Metres = 0.3048 x Feet Metres = 0.201168 x Links	Sheet 1 of 1 Sheets			

PLANNING CERTIFICATE

Official certificate issued under Section 199 Planning & Environment Act 1987
and the Planning and Environment Regulations 2005

CERTIFICATE REFERENCE NUMBER

753329

APPLICANT'S NAME & ADDRESS

ALLENS C/- INFOTRACK C/- LANDATA
MELBOURNE

VENDOR

THE COMMISSIONERS OF THE STATE
BANK OF VICTORIA

PURCHASER

N/A, N/A

REFERENCE

359203

This certificate is issued for:

LOT 1 PLAN TP848928 ALSO KNOWN AS 60 LANGTREE AVENUE MILDURA
MILDURA RURAL CITY

The land is covered by the:

MILDURA PLANNING SCHEME

The Minister for Planning is the responsible authority issuing the Certificate.

The land:

- is included in a COMMERCIAL 1 ZONE
- is within a SPECIFIC CONTROLS OVERLAY - SCHEDULE 1
- and a PARKING OVERLAY - PRECINCT 1
- and a DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 3

A detailed definition of the applicable Planning Scheme is available at :
(<http://planningschemes.dpcd.vic.gov.au/schemes/mildura>)

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian Heritage Register at:

(<http://vhd.heritage.vic.gov.au/>)

Additional site-specific controls may apply.
The Planning Scheme Ordinance should be checked carefully.

The above information includes all amendments to planning scheme maps placed on public exhibition up to the date of issue of this certificate and which are still the subject of active consideration

Copies of Planning Schemes and Amendments can be inspected at the relevant municipal offices.

LANDATA@
2 Lonsdale Street
Melbourne VIC 3000
Tel: (03) 9194 0606

15 June 2021

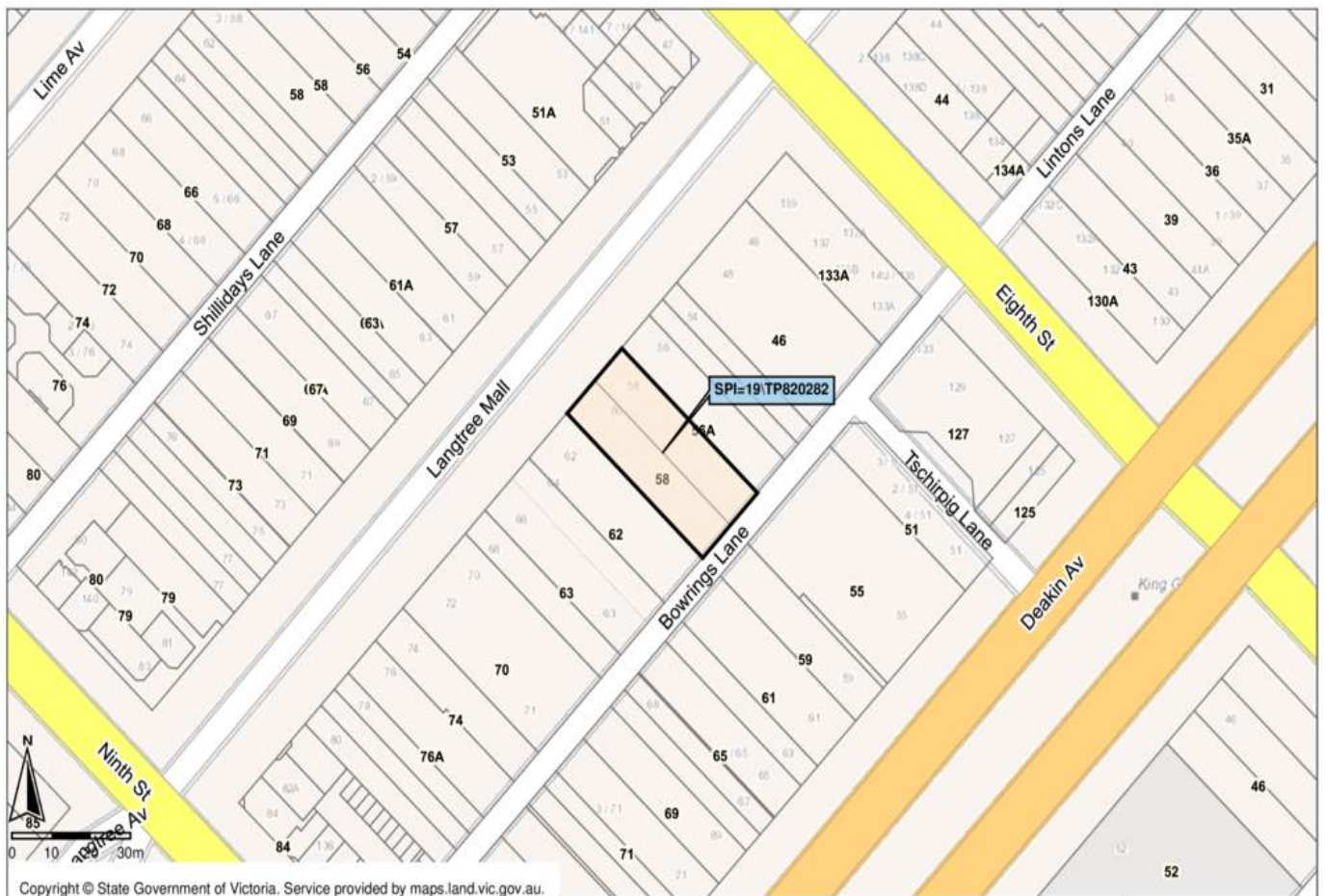
Hon. Richard Wynne MP
Minister for Planning

The attached certificate is issued by the Minister for Planning of the State of Victoria and is protected by statute.

The document has been issued based on the property information you provided. You should check the map below - it highlights the property identified from your information.

If this property is different to the one expected, you can phone (03) 9194 0606 or email landata.enquiries@delwp.vic.gov.au.

Please note: The map is for reference purposes only and does not form part of the certificate.



Choose the authoritative Planning Certificate

Why rely on anything less?

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.

Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour. Next business day delivery, if further information is required from you.

Privacy Statement

The information obtained from the applicant and used to produce this certificate was collected solely for the purpose of producing this certificate. The personal information on the certificate has been provided by the applicant and has not been verified by LANDATA®. The property information on the certificate has been verified by LANDATA®. The zoning information on the certificate is protected by statute. The information on the certificate will be retained by LANDATA® for auditing purposes and will not be released to any third party except as required by law.

Property Report

from www.land.vic.gov.au on 15 June 2021 10:50 AM

Address: 60 LANGTREE AVENUE MILDURA 3500

Lot and Plan Number: This property has 2 parcels. See table below.

Standard Parcel Identifier (SPI): See table below.

Local Government (Council): MILDURA **Council Property Number:** 3825

Directory Reference: VicRoads 535 P5

Note: There are 2 properties identified for this site.

These can include units (or car spaces), shops, or part or whole floors of a building.
Dimensions for these individual properties are generally not available.

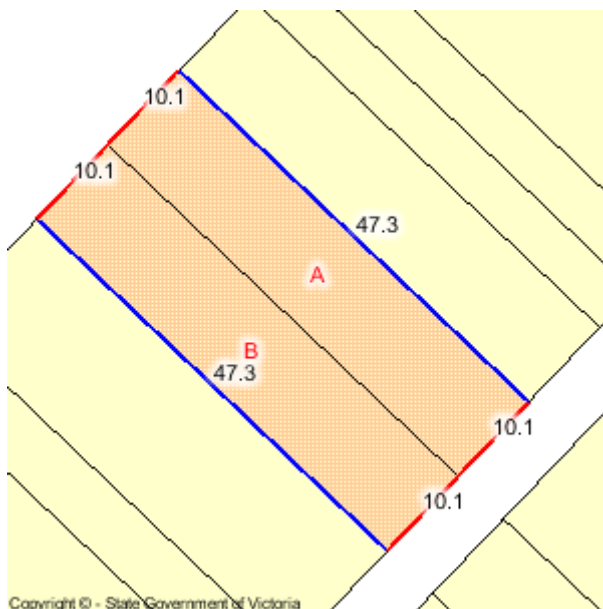
This property is not in a designated bushfire prone area.

No special bushfire construction requirements apply. Planning provisions may apply.

Further information about the building control system and building in bushfire prone areas can be found in the Building Commission section of the Victorian Building Authority website www.vba.vic.gov.au

Site Dimensions

All dimensions and areas are approximate. They may not agree with the values shown on a title or plan.



Area: 950 sq. m

Perimeter: 135 m

For this property:

— Site boundaries

— Road frontages

Dimensions for individual parcels require a separate search, but dimensions for individual units are generally not available.

For more accurate dimensions get copy of plan at [Title and Property Certificates](#)

Parcel Details

Letter in first column identifies parcel in diagram above

	Lot/Plan or Crown Description	SPI
A	Lot 19 TP820282	19\TP820282
B	Lot 1 TP848928	1\TP848928

State Electorates

Legislative Council: NORTHERN VICTORIA

Legislative Assembly: MILDURA

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Read the full disclaimer at www.land.vic.gov.au/home/copyright-and-disclaimer

Utilities

Rural Water Corporation: Lower Murray Water

Urban Water Corporation: Lower Murray Water

Melbourne Water: outside drainage boundary

Power Distributor: POWERCOR (Information about [choosing an electricity retailer](#))

Planning Zone Summary

Planning Zone: COMMERCIAL 1 ZONE (C1Z)
SCHEDULE TO THE COMMERCIAL 1 ZONE (C1Z)

Planning Overlays: DESIGN AND DEVELOPMENT OVERLAY (DDO)
DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 3 (DDO3)
PARKING OVERLAY (PO)
PARKING OVERLAY - PRECINCT 1 SCHEDULE (PO1)
SPECIFIC CONTROLS OVERLAY (SCO)
SPECIFIC CONTROLS OVERLAY - SCHEDULE 1 (SCO1)

Planning scheme data last updated on 9 June 2021.

A **planning scheme** sets out policies and requirements for the use, development and protection of land. This report provides information about the zone and overlay provisions that apply to the selected land. Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting [Planning Schemes Online](#)

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the *Planning and Environment Act 1987*. It does not include information about exhibited planning scheme amendments, or zonings that may apply to the land. To obtain a Planning Certificate go to [Titles and Property Certificates](#)

The Planning Property Report includes separate maps of zones and overlays

For details of surrounding properties, use this service to get the Reports for properties of interest

To view planning zones, overlay and heritage information in an interactive format visit [Planning Maps Online](#)

For other information about planning in Victoria visit www.planning.vic.gov.au

Area Map



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From www.planning.vic.gov.au on 15 June 2021 10:51 AM

PROPERTY DETAILS

Lot and Plan Number: **Lot 1 TP848928**
 Address: **60 LANGTREE AVENUE MILDURA 3500**
 Standard Parcel Identifier (SPI): **1\TP848928**
 Local Government Area (Council): **MILDURA**
 Council Property Number: **3825**
 Planning Scheme: **Mildura**
 Directory Reference: **VicRoads 535 P5**

www.mildura.vic.gov.au

planning-schemes.delwp.vic.gov.au/schemes/mildura

This parcel is one of 2 parcels comprising the property. For full parcel details get the free Basic Property report at [Property Reports](#)

UTILITIES

Rural Water Corporation: **Lower Murray Water**
 Urban Water Corporation: **Lower Murray Water**
 Melbourne Water: **outside drainage boundary**
 Power Distributor: **POWERCOR**

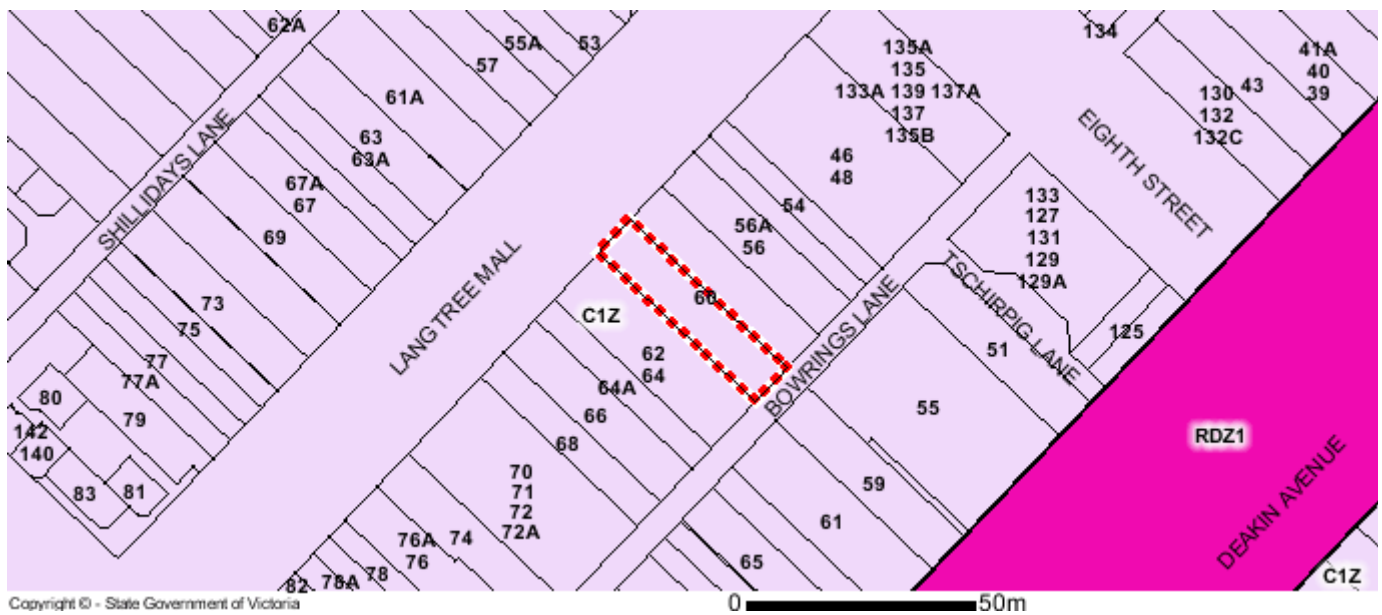
STATE ELECTORATES

Legislative Council: **NORTHERN VICTORIA**
 Legislative Assembly: **MILDURA**

Planning Zones

[COMMERCIAL 1 ZONE \(C1Z\)](#)

[SCHEDULE TO THE COMMERCIAL 1 ZONE \(C1Z\)](#)



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0 50m

C1Z - Commercial 1

RDZ1 - Road - Category 1

Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.

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Read the full disclaimer at www.land.vic.gov.au/home/copyright-and-disclaimer

Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

Planning Overlays

DESIGN AND DEVELOPMENT OVERLAY (DDO)

DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 3 (DDO3)



Copyright © - State Government of Victoria

DDO - Design and Development

Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend.

PARKING OVERLAY (PO)

PARKING OVERLAY - PRECINCT 1 SCHEDULE (PO1)



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PO - Parking

Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend.

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Planning Overlays

SPECIFIC CONTROLS OVERLAY (SCO)

SPECIFIC CONTROLS OVERLAY - SCHEDULE 1 (SCO1)



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SCO - Specific Controls

Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend.

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

HERITAGE OVERLAY (HO)



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HO - Heritage

Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend.

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Further Planning Information

Planning scheme data last updated on 9 June 2021.

A **planning scheme** sets out policies and requirements for the use, development and protection of land. This report provides information about the zone and overlay provisions that apply to the selected land. Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting <https://www.planning.vic.gov.au>

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the *Planning and Environment Act 1987*. It does not include information about exhibited planning scheme amendments, or zonings that may affect the land. To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

For details of surrounding properties, use this service to get the Reports for properties of interest.


To view planning zones, overlay and heritage information in an interactive format visit <http://mapshare.maps.vic.gov.au/vicplan>

For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Area

This parcel is not in a designated bushfire prone area. No special bushfire construction requirements apply. Planning provisions may apply.



 Designated Bushfire Prone Area

Designated bushfire prone areas as determined by the Minister for Planning are in effect from 8 September 2011 and amended from time to time.

The Building Regulations 2018 through application of the Building Code of Australia, apply bushfire protection standards for building works in designated bushfire prone areas.

Designated bushfire prone areas maps can be viewed on VicPlan at <http://mapshare.maps.vic.gov.au/vicplan> or at the relevant local council.

Note: prior to 8 September 2011, the whole of Victoria was designated as bushfire prone area for the purposes of the building control system.

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website www.vba.vic.gov.au

Copies of the Building Act and Building Regulations are available from www.legislation.vic.gov.au

For Planning Scheme Provisions in bushfire areas visit <https://www.planning.vic.gov.au>



Mildura Rural City Council

Land Information Certificate

Date of certificate: 15 June 2021

SECTION 229 LOCAL GOVERNMENT ACT 1989

Certificate No: 24809

Assessment No: 3825

Your Reference: 49988965-013-8

Applicant Details

Landata
DX 250639
EAST MELBOURNE VIC 3002

Property Address: 60 Langtree Avenue MILDURA

Description: Lot: 1 Sec: 41 Blk: D TP: 848928, PtL 19 Sec 41 Blk D TP820282B

Area: 0.0000 Square Metres

Capital Improved Value	\$2,260,000
Site Value	\$711,000
Net Annual Value	\$169,550
Base Date:	01/01/2020

RATES, CHARGES AND OTHER MONIES: FOR THE 2020-2021 FINANCIAL YEAR

(Current rates and charges are payable in one lump sum by 15 February or by quarterly instalments due (1st) 30 September, (2nd) 30 November, (3rd) 28 February and (4th) 31 May of this financial year.)

Business Rate	\$16,830.81
City Heart Special Rate	\$5,690.45
Waste Management - Commercial/Industrial	\$474.89
Commercial Fire Levy (Fixed)	\$230.00
Commercial Fire Levy (Variable)	\$1,380.86
Rate Arrears to 30/06/2020:	\$0.00
Interest to 15/06/2021:	\$0.00
Other Monies:	\$0.00
Less Rebates:	\$0.00
Less Payments:	-\$24,607.01

Total Rates & Charges Due:	\$0.00
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Additional Monies Owed:

Debtor Balance Owing:

Total Rates & Charges & Additional Monies Owed:	\$0.00
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Pay via BPay Biller Code: 93922

Reference Number: 38257

For further information contact

Rates Department
Mildura Rural City Council
PO Box 105, Mildura Vic 3502; or
DX 50014, Mildura
Telephone: (03) 5018 8122

Certificate updates

Certificates are valid for 90 days from the original date of issue. Updates may be requested by the applicant only. All update requests must be submitted via the following email address:

helpdesk-revenue@mildura.vic.gov.au



Mildura Rural City Council

Land Information Certificate

Date of certificate: 15 June 2021

SECTION 229 LOCAL GOVERNMENT ACT 1989

Certificate No: 24809

Assessment No: 3825

Your Reference: 49988965-013-8

Property Address: 60 Langtree Avenue MILDURA 3500

Description: Lot: 1 Sec: 41 Blk: D TP: 848928, PtL 19 Sec 41 Blk D TP820282B

This certificate provides information regarding valuation, rates, charges, other moneys owing and any orders and notices made under the **Local Government Act 1989**, the **Local Government Act 1958** or under a local law of the Council.

There are no monies owed for works under the **Local Government Act 1958** or earlier act.

There are no monies owed under Section 94(5) of the **Electricity Industry Act 2000**.

There is no potential liability for rates under the **Cultural and Recreational Lands Act 1963**.

There is not any outstanding amount required to be paid for recreational purposes or any transfer of land required to be made to Council for recreational purposes under Section 18 of the **Subdivision Act 1988** or the **Local Government Act 1958**.

There are not any notices or orders on the land that have been served by Council under the **Local Government Act 1958**, **Local Government Act 1989**, any other Act or regulation, or under a local law of the Council, which have a continuing application as at the date of this certificate.

There is not a potential liability for the land to become rateable under Section 173 or 174A of the **Local Government Act 1989** unless stated in 'Please Note'.

There is no money owed under Section 227 of the **Local Government Act 1989**.

This certificate is not required to (and does not) include information regarding planning, building, health, land fill, land slip, flooding information or service easements. Information regarding these matters may be available from Council or the relevant authority. A fee may be charged for such information.

PLEASE NOTE: Details shown are for whole of property prior to subdivision or sale. Supplementary valuation to be completed. If settlement payment is remitted to Council and you require an apportionment between the vendor and purchaser please provide specific instructions.

I hereby certify that the information given in this certificate is a true and correct disclosure of rates and other monies payable to the Mildura Rural City Council as at the above date, together with any notices served pursuant to the Local Government Act, Local Law or any other Act.

.....David Clohesy..... **DELEGATED OFFICER**

RECEIPT OF \$60.00 ACKNOWLEDGED, BEING THE FEE FOR THIS CERTIFICATE.



Statement No: IS21/85724
 Page: 1 of 2
 Our Ref: 4417
 Issue Date: 21/06/2021
 Your Ref: 49988965-029-9

LANDATA
 DX 250639
 EAST MELBOURNE

Statement showing Tariffs, Charges & Interest due within Financial Year Ending 30/06/2021.

Owner Name(s) COMMONWEALTH BANK OF AUSTRALIA (95826)
 Situate: 60 LANGTREE AVENUE MILDURA VIC 3500
 Description: Lot 19 TP 820282B Blk D Sec 41 Vol 11368 Fol 463
 Lot 1 TP 848928V Blk D Sec 41 Vol 3554 Fol 638

Lower Murray Water hereby states that the above described property has the following Tariffs and Charges raised on the Property and the amounts are due and payable to Lower Murray Water.

**NOTE: ALL ARREARS SHOWING ON THIS STATEMENT MUST BE PAID IN FULL ON SETTLEMENT.
 NOTE: THIS STATEMENT IS VALID FOR A PERIOD OF THIRTY DAYS FROM DATE OF ISSUE
 OR UNTIL THE END OF THE CURRENT PERIOD AS STATED BELOW**

TARIFFS AND CHARGES

TARIFFS & CHARGES LEVIED for period:	1/04/2021 to 30/06/2021	
Fire Service Charge		46.64
Sewerage Service Tariff		245.92
Water Service Tariff		52.09
Receipts, Concessions & Rebates		(344.65)
		<hr/>
Balance Due		\$0.00
		<hr/>

Mildura (Head Office)
 T 03 5051 3400
 741-759 Fourteenth Street
 Mildura Victoria 3500
 PO Box 1438
 Mildura Victoria 3502
 AUSDOC DX 50023

Swan Hill (Area Office)
 T 03 5036 2150
 73 Beveridge Street
 Swan Hill Victoria 3585
 PO Box 1447
 Swan Hill Victoria 3585
 AUSDOC DX 30164

Kerang (Area Office)
 T 03 5450 3960
 56 Wellington Street
 Kerang Victoria 3579
 PO Box 547
 Kerang Victoria 3579
 AUSDOC DX 57908

E contactus@lmw.vic.gov.au

lmw.vic.gov.au



ABN 18 475 808 826

All Emergencies
 1800 808 830



PROPERTY SERVICE INFORMATION	
Property Serviced:	Yes
Water Supply:	Potable Water
Sewer Supply:	Reticulated Sewer System

Other Information:

Corporation sewer main located outside property boundary.

Note: This property forms part of an Owners Corporation. The Owners Corporation is responsible for the maintenance and/or replacement of all internal property sewer and water services and payment of water by measure.

If you wish to make the settlement payment for this property via BPay please use the following information: **Biller Code 78477 Payment Reference Number 700044175.**

This Statement was issued from the Mildura Office

Signed:

DocuSigned by:

 F84DF3A05A28456...

On behalf of:

LOWER MURRAY URBAN & RURAL WATER CORPORATION

PLEASE NOTE:

Legislative changes in Plumbing Regulations are such that Lower Murray Water is unable to ensure that internal plumbing services are complete. A physical inspection by a Registered/Licensed Plumber is advised.

Property owners of the relevant land are responsible for the operation and maintenance of all internal private services including all drains and service pipes up to the connection point of the Corporation's main.

DISCLAIMER:

Information as to the location of services provided in that statement in accordance with Section 158(3) of the Water Act 1989, relate only to services owned by the Corporation which are located within or adjacent to the property. The Corporation does not accept responsibility for information it attempts to provide to assist in relation to the location of private services within the property, this information provided under Section 158(4) of the Water Act 1989, and should not be relied upon without further physical inspection.



LOWER MURRAY WATER

Statement No: IS21/85725
Page: 1 of 2
Our Ref: 4413
Issue Date: 21/06/2021
Your Ref: 49988965-029-9

LANDATA
DX 250639
EAST MELBOURNE

Statement showing Tariffs, Charges & Interest due within Financial Year Ending 30/06/2021.

Owner Name(s) THE BODY CORPORATE FOR SHOPS
Situate: 58-60 LANGTREE AVENUE MILDURA VIC 3500
Description:

Lower Murray Water hereby states that the above described property has the following Tariffs and Charges raised on the Property and the amounts are due and payable to Lower Murray Water.

**NOTE: ALL ARREARS SHOWING ON THIS STATEMENT MUST BE PAID IN FULL ON SETTLEMENT.
NOTE: THIS STATEMENT IS VALID FOR A PERIOD OF THIRTY DAYS FROM DATE OF ISSUE
OR UNTIL THE END OF THE CURRENT PERIOD AS STATED BELOW**

TARIFFS AND CHARGES

TARIFFS & CHARGES LEVIED for period:	1/04/2021 to 30/06/2021	
Water by Measure to 21/6/2021		77.41
Receipts, Concessions & Rebates		(48.59)
		<hr/>
Balance Due		\$28.82
		<hr/>

Mildura (Head Office)
T 03 5051 3400
741-759 Fourteenth Street
Mildura Victoria 3500
PO Box 1438
Mildura Victoria 3502
AUSDOC DX 50023

Swan Hill (Area Office)
T 03 5036 2150
73 Beveridge Street
Swan Hill Victoria 3585
PO Box 1447
Swan Hill Victoria 3585
AUSDOC DX 30164

Kerang (Area Office)
T 03 5450 3960
56 Wellington Street
Kerang Victoria 3579
PO Box 547
Kerang Victoria 3579
AUSDOC DX 57908

E contactus@lmw.vic.gov.au

lmw.vic.gov.au



ABN 18 475 808 826

All Emergencies
1800 808 830



PROPERTY SERVICE INFORMATION	
Property Serviced:	Yes
Water Supply:	Potable Water
Sewer Supply:	Reticulated Sewer System

Last Billed Water Consumption Details

 Period Of Usage: 15/12/2020 to 30/3/2021 (105 Days)
 59 kl @ \$0.82350 Step1 Rate = \$48.59

Period Of Usage: 30/3/2021 to 21/6/2021 (83 Days)
 35 kl @ \$0.82350 Step1 Rate = \$28.82

Water Meter Details

Serial No.	Size	Date Read	Reading
10100339	32	21/6/2021	2994

Other Information:

Corporation sewer main located outside property boundary.

Note: This property forms part of an Owners Corporation. The Owners Corporation is responsible for the maintenance and/or replacement of all internal property sewer and water services and payment of water by measure.

If you wish to make the settlement payment for this property via BPay please use the following information: **Biller Code 78477 Payment Reference Number 700044134.**

This Statement was issued from the Mildura Office

Signed:

DocuSigned by:

 F84DF3A05A28456...

On behalf of:

LOWER MURRAY URBAN & RURAL WATER CORPORATION

PLEASE NOTE:

Legislative changes in Plumbing Regulations are such that Lower Murray Water is unable to ensure that internal plumbing services are complete. A physical inspection by a Registered/Licensed Plumber is advised.

Property owners of the relevant land are responsible for the operation and maintenance of all internal private services including all drains and service pipes up to the connection point of the Corporation's main.

DISCLAIMER:

Information as to the location of services provided in that statement in accordance with Section 158(3) of the Water Act 1989, relate only to services owned by the Corporation which are located within or adjacent to the property. The Corporation does not accept responsibility for information it attempts to provide to assist in relation to the location of private services within the property, this information provided under Section 158(4) of the Water Act 1989, and should not be relied upon without further physical inspection.

Legend

- Urban Water
 - Pipeline
 - Retired Pipeline
- Urban Sewer
 - Gravity Pipeline
 - Pressure Main Pipeline
 - Rising Main Pipeline
 - Retired Gravity Pipeline
 - Retired Pressure Main Pipeline
 - Retired Rising Main Pipeline
- Rural Irrigation
 - Channel
 - Pipeline
 - Retired Channel
 - Retired Pipeline
- Rural Drainage
 - Channel
 - Gravity Pipeline
 - Rising Main
 - Retired Channel
 - Retired Pipeline

0 12.50 25.0
Meters

1: 656

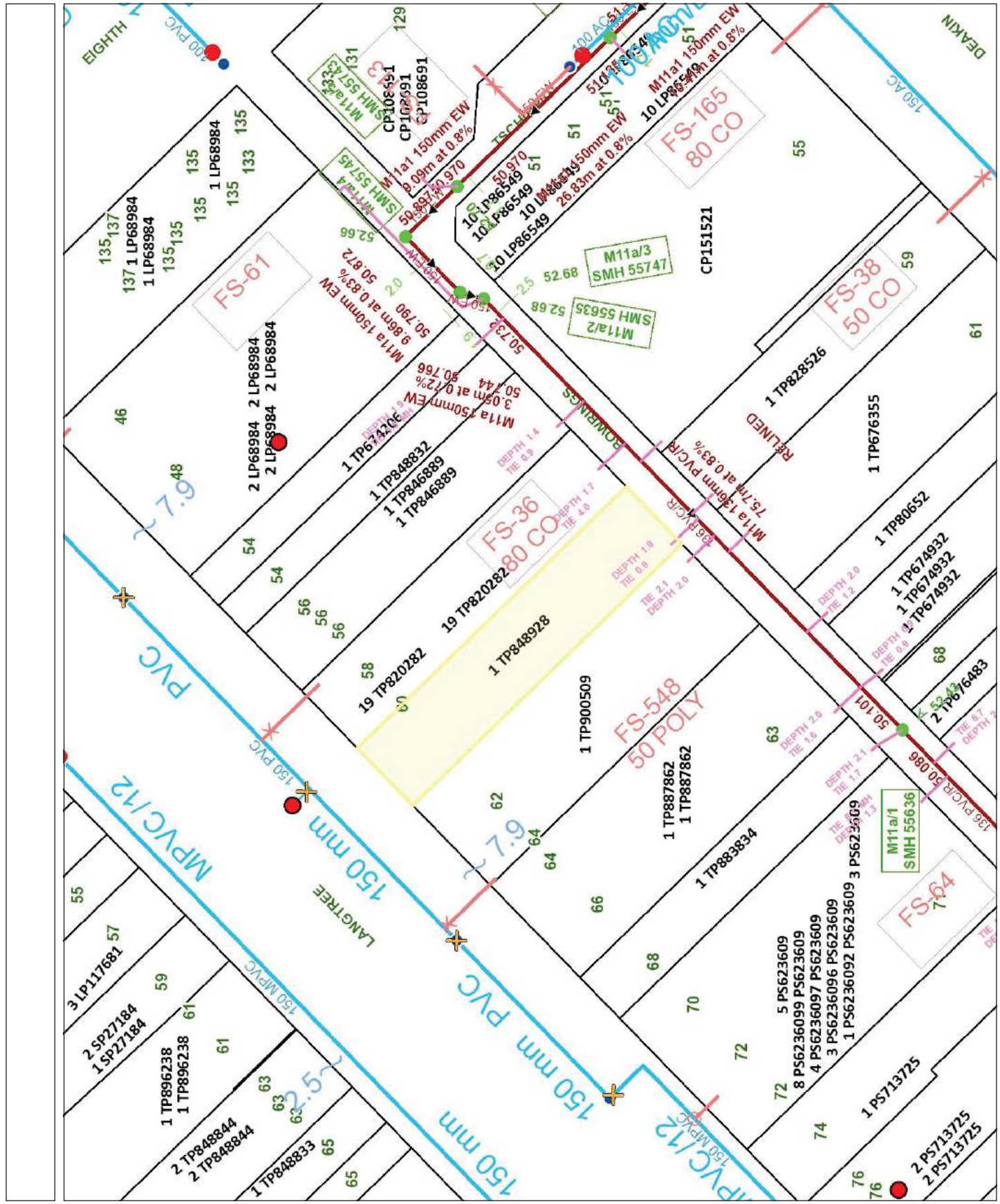
Printed: 18/06/2021

GDA_1994_MGA_Zone_54

© Lower Murray Urban and Rural Water Corporation

Notes/Comments

LMW DISCLAIMER: The accuracy and completeness shown on this plan is not guaranteed and therefore shall be used as a guide only. The user is responsible to prove locations and depths in the field. This information is only to be used for the initial project and shall not be passed onto a third party. Note: For further assistance please contact LMW.



Property Clearance Certificate

Taxation Administration Act 1997



INFOTRACK / ALLENS

Your Reference: 121002682

Certificate No: 47737462

Issue Date: 15 JUN 2021

Enquiries: AXT8

Land Address: 60 LANGTREE AVENUE MILDURA VIC 3500

Land Id	Lot	Plan	Volume	Folio	Tax Payable
30693576	1	848928	3554	638	\$15,022.48

Vendor: THE COMMISSIONERS OF THE STATE BANK OF VICTORIA

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
COMMONWEALTH BANK OF AUSTRALI	2021	\$711,000	\$15,311.90	\$0.00	\$15,022.48

Comments: Land Tax of \$15,311.90 has been assessed for 2021, an amount of \$289.42 has been paid. Land Tax will be payable but is not yet due - please see note 6 on reverse.

Current Vacant Residential Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
-------------------------------------	------	---------------	------------------	------------------	-------

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
---------------------	------	------------------	------------------	-------

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

Paul Broderick
Commissioner of State Revenue

CAPITAL IMP VALUE: \$2,260,000

SITE VALUE: \$711,000

AMOUNT PAYABLE: \$15,022.48

Notes to Certificates Under Section 95AA of the *Taxation Administration Act 1997*

Certificate No: 47737462

Power to issue Certificate

1. The Commissioner of State Revenue can issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

2. The Certificate shows any land tax (including Vacant Residential Land Tax, interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue. In addition, it may show:
 - Land tax that has been assessed but is not yet due,
 - Land tax for the current tax year that has not yet been assessed, and
 - Any other information that the Commissioner sees fit to include, such as the amount of land tax applicable to the land on a single holding basis and other debts with respect to the property payable to the Commissioner.

Land tax is a first charge on land

3. Unpaid land tax (including Vacant Residential Land Tax, interest and penalty tax) is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any such unpaid land tax.

Information for the purchaser

4. If a purchaser of the land described in the Certificate has applied for and obtained a Certificate, the amount recoverable from the purchaser cannot exceed the 'amount payable' shown. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

5. Despite the issue of a Certificate, the Commissioner may recover a land tax liability from a vendor, including any amount identified on this Certificate.

General information

6. A Certificate showing no liability for the land does not mean that the land is exempt from land tax. It means that there is nothing to pay at the date of the Certificate.
7. An updated Certificate may be requested free of charge via our website, if:
 - The request is within 90 days of the original Certificate's issue date, and
 - There is no change to the parties involved in the transaction for which the Certificate was originally requested.

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$1,530.00

Taxable Value = \$711,000

Calculated as \$975 plus (\$711,000 - \$600,000) multiplied by 0.500 cents.

Property Clearance Certificate - Payment Options

BPAY



Billers Code: 5249
Ref: 47737462

Telephone & Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

www.bpay.com.au

CARD



Ref: 47737462

Visa or Mastercard

Pay via our website or phone 13 21 61.
A card payment fee applies.

sro.vic.gov.au/paylandtax



Request For Building Information
Pursuant to regulation 51 Building Regulation 2018

Applicant's Name and Address:

Landata
Landata.online@victorianlrs.com.au

File:	PA3825
Your Ref:	49988965-015-2
Date Issued:	17 June 2021

Property Address:	60 Langtree Avenue – MILDURA Lot 1 on Title Plan 848928 Volume:3554 Folio:628
--------------------------	--

N.B. Please see page 2 for Salinity Statement

Regulation 51 (1)

(A) Details of any permit or certificate of final inspection issued in the preceding 10 years

- Building Permit 1553-2012-0035-0 issued on 15 February 2012 for the Fitout to Bank – CBA Final Certificate issued on 23 August 2012

(B) Details of any current statement issued under regulation 64(1) or 231(2) of these regulations

Nil

(C) Details of any current notice or order issued by the relevant building surveyor under the Act.

Nil

Signed:
MARK YANTSES
MUNICIPAL BUILDING SURVEYOR

N.B. Please note that information on this form is taken from Council records and is **NOT** evidence that illegal building works do not exist in relation to this property.

**ATTACHMENT TO REQUEST FOR INFORMATION
BUILDING REGULATION 51
SALINITY AFFECTING THE MUNICIPALITY**

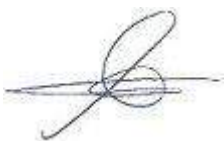
Some land within the municipality of the Mildura Rural City Council contains high levels of salt resulting in a condition commonly referred to as 'salinity'. Salinity can result in 'salt damp' or 'rising damp and salt attack' which can cause damage to certain building materials such as concrete and masonry.

Council recommends that you make your own inquiries regarding the presence of high salinity on land which you own or are considering to purchase.

If you are proposing to construct buildings on land in the municipality, you should ascertain whether or not special measures should be taken during the construction of these buildings to minimise any effects that salinity may have.

Council provides this information to assist you to make informed decisions about existing buildings or the construction of new buildings in high salinity areas.

Yours sincerely

A handwritten signature in black ink, appearing to be 'Mark Yantses', written over a faint horizontal line.

Mark Yantses

MUNICIPAL BUILDING SURVEYOR

MY/cm



Mildura Rural City Council

Request For Building Information
Pursuant to regulation 51 Building Regulation 2018

Applicant's Name and Address:

Landata
Landata.online@victorianlrs.com.au

File:	PA3825
Your Ref:	49988965-016-9
Date Issued:	17 June 2021

Property Address:	60 Langtree Avenue – MILDURA Lot 1 on Title Plan 848928 Volume:3554 Folio:628
--------------------------	--

N.B. Please see page 2 for Salinity Statement

Regulation 51 (2)

(a) Liable to Flooding Reg. 5 (2)	No
(b) Termite Area (Reg.150)	Yes
(c) In an area for which a bushfire attack level has been specified in a planning scheme	No
(d) An Area determined under regulation 152 to be likely to be subject to significant snowfall	No
(e) Designated land (Reg.154)	
(f) Designated works (Reg.154)	

Signed:
MARK YANTSES
MUNICIPAL BUILDING SURVEYOR

N.B. Please note that information on this form is taken from Council records and is **NOT** evidence that illegal building works do not exist in relation to this property.

**ATTACHMENT TO REQUEST FOR INFORMATION
BUILDING REGULATION 51
SALINITY AFFECTING THE MUNICIPALITY**

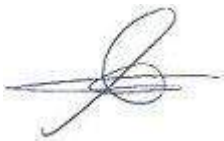
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Yours sincerely

A handwritten signature in black ink, appearing to read 'Mark Yantses', with a horizontal line extending to the left.

Mark Yantses

MUNICIPAL BUILDING SURVEYOR

MY/cm

Extract of EPA Priority Site Register

Page 1 of 2



**** Delivered by the LANDATA® System, Department of Environment, Land, Water & Planning ****

PROPERTY INQUIRY DETAILS:

STREET ADDRESS: 60 LANGTREE Avenue
SUBURB: MILDURA
MUNICIPALITY: Mildura
MAP REFERENCES: Vicroads Eighth Edition, State Directory, Map 3 Reference D4
DATE OF SEARCH: 15th June 2021

PRIORITY SITES REGISTER REPORT:

A search of the Priority Sites Register for the above map references, corresponding to the address given above, has indicated that this site is located at, or in the vicinity of, the following sites listed on the Priority Sites Register at the above date.

LIST OF SITES:

211 - 217 NINTH ST MILDURA	Former petroleum storage site. Requires ongoing management. Notice Number: 0090009396
----------------------------	---

If the subject property is NOT in this list, then as of the above date, it is not listed on the Priority Sites Register.

IMPORTANT INFORMATION ABOUT THE PRIORITY SITES REGISTER:

You should be aware that the Priority Sites Register lists only those sites for which:

- EPA has requirements for active management of land and groundwater contamination; or
- where EPA believes it is in the community interest to be notified of a potential contaminated site and this cannot be communicated by any other legislative means.

Where EPA has requirements for active management of land and/or groundwater, appropriate clean up and management of these sites is an EPA priority, and as such, EPA has issued either a: Clean Up Notice pursuant to section 62A, or a Pollution Abatement Notice (related to land and groundwater) pursuant to section 31A or 31B of the Environment Protection Act 1970 on the occupier of the site to require active management of these sites.

The Priority Sites Register does not list all sites known to be contaminated in Victoria. A site should not be presumed to be free of contamination just because it does not appear on the Priority Sites Register.

Persons intending to enter into property transactions should be aware that many properties may have been contaminated by past land uses and EPA may not be aware of the presence of contamination. EPA has published information advising of potential contaminating land uses. Municipal planning authorities hold information about previous land uses, and it is advisable that such sources of information also be

[Extract of Priority Sites Register] # 49988965 - 49988965095801
'359203'



Extract of EPA Priority Site Register

**** Delivered by the LANDATA® System, Department of Environment, Land, Water & Planning ****

consulted.

For sites listed on the Priority Sites Register, a copy of the relevant Notice, detailing the reasons for issue of the Notice, and management requirements, is available on request from EPA for \$8 per Notice.

For more information relating to the Priority Sites Register, refer to EPA contaminated site information bulletin: Priority Sites Register Contaminated Land Audit Site Listing (EPA Publication 735). For a copy of this publication, copies of relevant Notices, or for more information relating to sites listed on the Priority Sites Register, please contact EPA as given below:

Environment Protection Authority Victoria
GPO Box 4395 Melbourne Victoria 3001
Tel: 1300 372 842



15 June 2021

6 Parliament Place
East Melbourne
VIC 3002

Allens C/- InfoTrack
c/- Landata
GPO BOX 527
MELBOURNE VIC 3001

Email: conservation@nattrust.com.au
Web: www.nationaltrust.org.au

T 03 9656 9818

Re: VOL 3554 FOLIO 638, 60 LANGTREE AVENUE, MILDURA VIC 3500

Reference: 49988965-031-2

Dear Sir/Madam,

With reference to your recent enquiry, I write to advise that as of this date the above property is **not classified** by the National Trust.

Please note that the property may have been identified on the following statutory registers:

- Victorian Heritage Register—Heritage Victoria, Department of Environment, Land, Water and Planning
<https://www.heritage.vic.gov.au/> or 03 9938 6894
- Victorian Aboriginal Heritage Register—Department of Premier and Cabinet
vahr@dpc.vic.gov.au or 1800 762 003
- Municipal planning controls—contact the Statutory Planning department of the **Rural City of Mildura**
- World, National and Commonwealth Heritage Lists—Department of the Environment
<http://www.environment.gov.au/topics/heritage/heritage-places>

For further information about classification on the National Trust Register visit:

<https://www.nationaltrust.org.au/services/heritage-register-vic/>

For enquiries, please contact the National Trust Advocacy Team on 03 9656 9818.

Yours faithfully,

Felicity Watson
Executive Manager - Advocacy
National Trust of Australia (Victoria)

CERTIFICATE

Pursuant to Section 58 of the *Heritage Act 2017*

Allens

CERTIFICATE NO:
49988965

PROPERTY ADDRESS:
60 LANGTREE Avenue MILDURA

PARCEL DESCRIPTION:
Lot 1 TP848928V

1. The place or object is not included in the Heritage Register.
2. The place is not in a World Heritage Environs Area.
3. The place or object is not subject to an interim protection order.
4. A nomination has not been made for inclusion of the place or object in the Heritage Register.
5. The place or object is not being considered for inclusion in the Heritage Register.
6. The site is not included in the Heritage Inventory.
7. A repair order is not in force in respect of the place or object.
8. There is not an order of the Supreme Court under Division 3 of Part 10 in force in respect of the place or object.
9. There is not a Governor in Council declaration made under section 227 in force against the owner of the place or object.
10. There is not a court order made under section 229 in force against a person in respect of the place or object.
11. There are no current proceedings for a contravention of this Act in respect of the place or object.
12. There has not been a rectification order issued in respect of the place or object.



Ainsley Thompson
Heritage Officer (Registry)

(as delegate for Steven Avery, Executive Director, Heritage Victoria, pursuant to the instrument of delegation)

DATED: 18 June 2021

Note: This Certificate is valid at the date of issue.

Victorian Aboriginal Heritage Register – Advice as to the existence of records in relation to a nominated area of land.

Reference Number:

30460

SECTION 1 – Applicant Information

Name of applicant:

- Megan Taylor

Organisation:

InfoTrack

Postal address:

Level 5 459 Collins Street

Melbourne

VIC 3000

Telephone number:

0386094740

Email address:

vicsearching@infotrack.com.au

Customer Reference No.

121002682

SECTION 2 – Land Description (as provided by the applicant)

Subdivisional References (Lot / Plan):

1/TP848928

Crown References:

Title References (Volume / Folio) :

3554/638

Street Address:

60 LANGTREE AVENUE, MILDURA 3500

Other description:

Order ID 83224269

Directory Reference:

Directory:

SECTION 3 – Registered Information

Are there any registered Aboriginal Places or Objects on the nominated area of land?

No

Are there any other areas of cultural heritage sensitivity associated with the nominated area of land? (See over).

No

Does the Register contain a record of a notified place (ie a place reported but not yet inspected) in relation to the nominated area of land?

No

Does a stop order exist in relation to any part of the nominated area of land?

No

Does an interim or ongoing protection declaration exist in relation to any part of the nominated area of land?

No

Does a cultural heritage agreement or Aboriginal cultural heritage land management agreement exist in relation to any part of the nominated area of land?

No

Signed:

Date: 15/Jun/2021



Oona Phillips
Senior Heritage Registrar
Aboriginal Victoria

SECTION 4 – Terms & Conditions

Terminology

In these terms and conditions, the expressions "we", "us" and "our" are a reference to the Government of the State of Victoria, acting through Aboriginal Victoria, an agency of the Department of Premier and Cabinet.

Advice provided from the Register

Access to the information requested from the Register in the "Application for advice as to the existence of records in relation to a nominated area of land" form (the "Form") is subject to the discretion of the Secretary and the requirements of the Act.

The absence of records on the Register for a nominated area of land does not necessarily mean that the area is devoid of Aboriginal cultural heritage values. Applicants should be aware of the provisions of s.17 and s.24 of the *Aboriginal Heritage Act 2006*, which require the reporting of Aboriginal remains, Aboriginal places and objects discovered in Victoria. Applicants should also be aware that it is an offence under the *Aboriginal Heritage Act 2006* to harm Aboriginal cultural heritage, for which significant penalties apply. This advice does not abrogate any requirement to prepare a Cultural Heritage Management Plan under the *Aboriginal Heritage Act 2006*.

Specific conditions of advice provided from the Register for an application under s.147

The Secretary, Department of Premier and Cabinet may refuse to provide any information to the Applicant if the provision of the information would be likely to endanger Aboriginal cultural heritage (refer to s.147 (4) of the Act).

Use of information

Information provided to the Applicant from the Register as a result of this application and for the land described in Section 2 ("Information") may only be used for the purposes nominated by the Applicant in the Form (and for no other purposes). The Information may not be on-sold or rebadged without our written permission.

Documents to be lodged with Registrar

Two copies (one of which must be in digital format) of any article, publication, report or thesis which relies on any Information provided to the Applicant must be lodged with the Registrar as soon as practicable after their completion.

Acknowledgment of source of Information

We must be acknowledged in any article, publication, report or thesis (including a newspaper article or display) which incorporates or refers to material supplied from the Register.

Copyright

We retain copyright in all materials for which legal title of the relevant organisation is clear. Apart from fair dealing for the purposes of private study, research, criticism or review, as permitted under the copyright legislation, and apart from uses specifically authorised by these terms and conditions, no part may be reproduced or reused for any commercial purposes whatsoever.

Specifically, and other than for the purposes of and subject to the conditions prescribed in the *Copyright Act 1968* (Cth), you may not in any form or by any means adapt, reproduce, store, create derivative works, distribute, print, display, perform, publish or commercialise the Information without our written permission.

Disclaimer

The Information is provided for information purposes only. Except as expressly stated to the contrary, no claim is made as to the accuracy or authenticity of its content. The Information is provided on the basis that any persons having access to it undertake responsibility for assessing the relevance and accuracy of its content. We do not accept responsibility for any loss or damage, however caused (including through negligence) which you may directly or indirectly suffer in connection with your use of the Information, nor do we accept any responsibility for any such loss arising out of your use or reliance (or any other person's use or reliance) on the Information.

The disclaimer set out in these terms and conditions is not affected or modified by any of the other terms and conditions in these Terms and Conditions. Nevertheless, our disclaimer does not attempt to purport to exclude liability in relation to any term implied by law which cannot be lawfully excluded.

Indemnity

You agree to indemnify and hold us, our agents and employees, harmless from any claim or demand, made by any third party due to, or arising out of or in connection with, your breach of these terms and conditions, or your infringement of any rights of a third party, or the provision of any information to a third party.

Governing Law

These terms and conditions are governed by the laws in force in the State of Victoria, Australia.

Third Party Disclosure

Where the information obtained from the Register is provided to a third party, details of the above Terms and Conditions must also be provided.

Areas of Cultural Heritage Sensitivity

You can find out more about 'areas of Aboriginal Cultural Heritage Sensitivity' including maps showing these areas, at

<https://w.www.vic.gov.au/aboriginalvictoria/heritage/planning-and-heritage-management-processes/planning-and-development-of-land.html>

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Allens C/- InfoTrack
135 King Street
SYDNEY 2000
AUSTRALIA

Client Reference: 359203

NO PROPOSALS. As at the 15th June 2021, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

This certificate was prepared solely on the basis of the Applicant-supplied address described below, and electronically delivered by LANDATA®.

60 LANGTREE Avenue, MILDURA 3500
RURAL CITY OF MILDURA

This certificate is issued in respect of a property identified above. VicRoads expressly disclaim liability for any loss or damage incurred by any person as a result of the Applicant incorrectly identifying the property concerned.

Date of issue: 15th June 2021

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 49988965 - 49988965095801 '359203'

HAZARDOUS MATERIALS REGISTER AND ASBESTOS MANAGEMENT PLAN

Commonwealth Bank of Australia

Commonwealth Bank
58-60 Langtree Avenue
Mildura VIC 3500

Prepared for: Commonwealth Bank of Australia

Project No.: ENAUABTF50028AJ

Property No.: 95826

Report Date: 15 October 2013

Survey Date: 18 September 2013



Fieldwork by:



Roger Moore
OHS Consultant

Written/Submitted by:



Roger Moore
OHS Consultant

Reviewed/Approved by:



Tim Anderson
Principal, WHS

15 October 2013

Project No.: ENAUABTF50028AJ
Property No.: 95826

Commonwealth Bank of Australia
North - Level 8A
1 Harbour Street
Sydney NSW 2000

Attention: Mr Andrew Kerr
Property Compliance Manager
Corporate Services – Property Management

Dear Andrew

RE: Register of Hazardous Materials Report

Coffey Environments Australia Pty Ltd (Coffey) is pleased to present its report for performing a Hazardous Materials Survey of the property located at 68-60 Langtree Avenue, Mildura VIC 3500.

Please do not hesitate to contact the undersigned should you wish to discuss any aspect of the report.

For and on behalf of Coffey,



Tim Anderson
Principal, WHS

RECORD OF DISTRIBUTION

No. of copies	Report File Name	Report Status	Date	Prepared for:	Initials
1	Mildura Hazardous Materials Register.pdf	Final	15 October 2013	Commonwealth Bank of Australia	RM
1	Mildura Hazardous Materials Register.docx	Final	15 October 2013	Coffey Environments Australia Pty Ltd	RM

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1 PURPOSE OF THIS DOCUMENT	2
1.1 Document Retention	2
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2.2 Disclaimers	3
2.3 Scope	4
3 METHODOLOGY	5
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4 GLOSSARY ASBESTOS RISK ASSESSMENT	6
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LIST OF APPENDICES

Appendices

Appendix A: Asbestos & Hazardous Materials Register

Appendix B: Briefing Notes for Commonwealth Bank Staff

Appendix C: Additional Information

Appendix D: Asbestos Management Plan

1 PURPOSE OF THIS DOCUMENT

1.1 Document Retention

This document (i.e. Register of Hazardous Materials) is to be held in the Premise's Property File.

This register is to be available for inspection by authorised Work Cover Inspectors, all contractors and all service personnel.

1.2 Use by Contractors and Service Personnel

Any contractor or service person required to undertake works at the premises must examine the Register of Hazardous Materials and determine whether their work activity will involve handling, replacing or disturbing the materials as noted in the register.

Should a contractor or service person handle, replace or disturb an item noted in the Hazardous Material Register, they must comply with all workplace regulations and procedures covering the handling of such materials.

Should a contractor or service person handle, replace or otherwise work with an item noted in the Register, they are to record the nature of their work in the Hazardous Materials Register – Work Records.

Should a contractor or service person remove, replace or dispose of an item noted in the Register, they are to record such activity in the Hazardous Materials Register – Work Records.

1.3 Re-inspection

These premises will be periodically re-inspected as required by relevant legislation, as such the details of re-inspections will be noted by the Materials Surveyor undertaking the inspection in the Re-inspection History Section of this Register, with appropriate comments made where applicable.

2 INTRODUCTION

Coffey was commissioned by Commonwealth Bank of Australia to conduct a hazardous materials survey ('The Survey') of Mildura Commonwealth Bank located at 58-60 Langtree Avenue, Mildura VIC 3500 on 18 September 2013.

Roger Moore of Coffey carried out the inspection and Commonwealth Bank of Australia provided information regarding the site and its history. Other information was obtained from vendor manuals, standards, guidelines, regulations and other material available in the public domain.

The assessment was conducted on the basis of the condition of the materials at the time of inspection and the future anticipated activities at the site.

The scope of this investigation did not allow intrusive sampling techniques to be undertaken and therefore this report may only be used as a partial reference document for the purposes of demolition. Additionally the quantities provided in the Register (section 3.1 of this report) in relation the hazardous materials assessed are **estimates only** and therefore shall **not** be used as the basis for calling upon Tenders to cost for removal/remediation of the situation/s.

No inspection can be guaranteed to locate all asbestos/hazardous materials in a specific location and therefore this assessment cannot be regarded as absolute. Future demolition and or renovation to site structures may expose situations, which were concealed or otherwise impractical to access during this assessment.

2.1 Background

The site has been previously assessed by Coffey Environments.

The purpose of the survey was to comply with current regulations and to identify hazards within the building to enable hazardous materials to be managed.

2.2 Disclaimers

No Hazardous Materials Survey can guarantee to identify the location of all asbestos containing materials.

Commonwealth Bank of Australia must not rely upon any survey or report that indicates that a site or building is "Asbestos Free". All that a report can be relied upon to show is that no asbestos was found (or that only such asbestos was found as was reported to be found) in the course of the survey. The findings of the report must be considered together with the specific scope and limitations of the survey undertaken.

Future demolition and/or building work to site structures may expose situations that are impractical to access during this survey.

Coffey surveyors take samples at any known situation or situation suspected to contain asbestos, which is accessible during the course of the Survey. Where the analysis determines that "No Asbestos is Detected (NAD)" the samples are listed in the report to provide information for future surveys.

This report is not to be used as a reference document for the purposes of demolition.

2.3 Scope

The scope of work required Coffey to:

- Mobilise a technician/consultant to and from the site.
- Liaise with personnel and collect data on the history, use and function of the site.
- Conduct a standard sampling hazardous materials survey of the site, to locate asbestos containing materials (ACM's), lead paint systems, ozone depleting substances (ODS's), polychlorinated Biphenyls in light capacitors (PCB's) and damaged, high risk synthetic mineral fibre (SMF) in accessible areas.
- Collect samples of suspect asbestos and lead paint material (where accessible) and submit samples for laboratory analysis. Note: Only 'typical' suspected occurrences are to be collected and sampled (e.g. one in every same fire door / gasket will be analysed). ODS's, PCB's and damaged, high risk SMF identified on a visual basis only.
- Document the details of materials identified including photographs of any samples taken.
- Record, collate and report the findings.
- Deliver reports to the client as per project agreement.

The AMP to incorporate the following information:

- Asbestos Register to include;
 - Details of asbestos containing materials identified;
 - Assessment of risk associated with ACM, and
 - Control measures to mitigate these risks.
- Recommendations for the placement of labels and/or warning signs where not already affixed;
- Mechanisms for communication of the Asbestos Register;
- Information on the safe work procedures in relation to asbestos products at the premises;
- Management decisions relating to asbestos products at the premises;
- Arrangements for dealing with accidents, incidents or emergencies involving asbestos products;
- Timetable for managing risks including priorities and dates for reviewing risk assessments;
- Air monitoring arrangements at the premises;
- Responsibilities of site/management personnel; and
- Training requirements/arrangements for workers or contractors.

3 METHODOLOGY

Hazardous material surveys are undertaken considering a risk management approach, in accordance with best practice and Commonwealth Work Health & Safety Acts & Regulations, State Work Health & Safety Acts & Regulations and the National Codes of Practice. An Occupational Health and Safety and Environmental risk assessment was conducted based on the condition of building materials identified during the survey and prioritised through Action Classifications, listed below.

The assessment involved the investigation for the presence of asbestos (AS), synthetic mineral fibre (SMF) (in friable and exposed condition), lead based paint systems (Pb), Polychlorinated Biphenyls (PCB) and Ozone depleting substances (ODS – [CFC, HCFC or HFC]). Information was collected from the owners/occupiers/tenants of the site on relevant issues pertaining to the site. Based on all the available data and the status of the site at the time of inspection, where items suspected of containing hazardous materials were identified, visual and/or analytical characterisation (where required) was performed and reported in this Hazardous Materials Register.

Only 'typical' suspected asbestos material occurrences are inspected and sampled. Sampling is undertaken on a representative basis, for example, the inspection of one fire door of the same type within the same building is undertaken (i.e. not every 'matching' fire door is examined), unless specifically instructed. Furthermore, only one of each type of fluorescent light fitting is inspected and the details of the capacitor identified within is checked against the 1997 ANZECC register for the Identification of PCB-Containing Capacitors. Sample collection was performed in a non-destructive and non-invasive manner.

Standard sampling hazardous material surveys are restricted to areas that are reasonably accessible during the survey, with respect to the following:

- a) without contravention of relevant statutory requirements or codes of practice;
- b) without demolition or damage to finishes and structure; and
- c) excluding plant and equipment that was 'in service' and operational.

Where the Surveyor encounters access restrictions during the survey, these situations are documented and reported.

No assessment can be regarded as absolute. Future demolition or refurbishment of structures may reveal materials concealed during the assessment, therefore not accessible at the time of the Survey.

As detailed above, an assessment of the resultant risks has been prioritised through the use of Action Classifications (Section 4 - Glossary).

3.1 Asbestos Fibre Identification

Samples taken from suspected asbestos containing materials are representative of the material sampled, individually identified, transported, analysed and reported in accordance with the Commonwealth Work Health & Safety Acts & Regulations, State Work Health & Safety Acts & Regulations, National Codes of Practice and Coffey Environments Work Instructions. Laboratories undertaking analysis are appropriately NATA certified for the analysis conducted.

The presence of asbestos in a bulk sample is determined by Polarised Light Microscopy (PLM) with dispersion staining techniques.

4 GLOSSARY ASBESTOS RISK ASSESSMENT

Coffey Environments adopts the following risk assessment algorithm based on the United Kingdom’s Health and Safety Laboratory UK - (HSG) 264 *Asbestos the Survey Guide 2010* to assess the risks associated with individual asbestos containing materials identified;

Variable	Score	Example of score variables
Asbestos Fibre Type	0	No asbestos
	1	Chrysotile
	2	Amphibole asbestos (excluding Crocidolite)
	3	Crocidolite
Surface Treatment	0	Composite materials, vinyl floor tiles, reinforced plastics, mastics & resins
	1	Enclosed laggings, sprays, low density board with exposed face sealed and cement sheets
	2	Unsealed low density board or encapsulated lagging/spray or cement debris
	3	Unsealed thermal insulation, lagging/spray
Product Type	0	No asbestos detected
	1	Composite materials, vinyl floor tiles, reinforced plastics, mastics & resins, cement products, semi ridged paints / decorative finishes
	2	Low density board, millboard, asbestos textiles, gaskets, ropes, woven textiles, paper and felts
	3	Thermal insulation, lagging, sprayed asbestos, asbestos mattresses and packing, loose asbestos

Variable	Score	Example of score variables
Condition	0	No visible damage
	1	Few scratches / marks broken edges etc
	2	Significant breakage / many areas of damage revealing loose asbestos fibres
	3	High damage / visible debris
Likelihood of Disturbance	0	Usually inaccessible or unlikely to be disturbed
	1	Occasionally likely to be disturbed
	2	Easily disturbed
	3	Routinely disturbed

Total risk assessment score = Sum 1+2+3+4+5

Should no asbestos be detected then the Register will indicate a material risk of 0.

Risk Score

Risk Score	2 - 4	Very Low Risk
	5 - 7	Low Risk
	8 - 11	Medium Risk
	12 - 15	High Risk

4.1 Hazardous Materials Risk Assessment

For all other hazardous materials the following assessment will be carried out where applicable;

Surface Treatment

Variable		Example of variables
Surface Treatment	S	Sealed
	U	Unsealed
	P	Part sealed
Extent of Damage (Condition)	G	Good condition
	Av	Average condition
	P	Poor condition
Friability	F	Friable
	B	Bonded
	N/A	Not applicable
Likelihood of Disturbance	Nil	Usually inaccessible or unlikely to be disturbed
	Low	Occasionally likely to be disturbed
	Med	Easily disturbed
	High	Routinely disturbed

Risk Score

Variable		Example of variables
Risk	H	High exposure risk
	M	Medium exposure risk
	L	Low exposure risk

4.2 Asbestos and Hazardous Materials Actions

Following the assessment for both asbestos containing and hazardous materials an action score is assigned. For asbestos containing materials this will be assigned according to the risk score associated with the material. For all other hazardous materials the risk score will be assigned according to the surveyor's assessment of the situation.

Action

A1	Action 1	Restrict access and remove
		<p>As a guide, the material conforms to one, or more, of the following:</p> <ul style="list-style-type: none"> Friable or poorly bonded to substrate, located in accessible areas Severely water damaged, or unstable Further damage or deterioration likely Friable asbestos material located in air conditioning ducting Asbestos debris and stored asbestos in reasonably accessible areas
A2	Action 2	Enclose, encapsulate or seal – Reinspect Periodically
		<p>As a guide, the material conforms to one, or more, of the following:</p> <ul style="list-style-type: none"> Damaged material In reasonably accessible area Friable material or poorly bonded to substrate, with bonding achievable Possibility of disturbance through contact Possibility of deterioration caused by weathering
A3	Action 3	Remove during refurbishment or maintenance – Reinspect Periodically
		<p>As a guide, the material conforms to one, or more, of the following:</p> <ul style="list-style-type: none"> Asbestos debris or stored material in rarely accessed areas Further disturbance or damage unlikely other than during maintenance or service Readily visible for further assessment Asbestos friction materials, gaskets and brake linings
A4	Action 4	No remedial action – Reinspect Periodically
		<p>As a guide, the material conforms to one, or more, of the following:</p> <ul style="list-style-type: none"> Firmly bonded to substrate and readily visible for inspection Inaccessible and fully contained Stable and damage unlikely

Acronyms

NOHSC	National Occupational Health and Safety Commission
NATA	National Association of Testing Authorities, Australia
PLM	Polarised Light Microscopy
SEM	Scanning Electron Microscopy
EDAX	Energy Dispersive X-ray Analysis
ACM	Asbestos containing material
CH	Chrysotile Asbestos
CR	Crocidolite Asbestos
AM	Amosite Asbestos
NAD	No Asbestos Detected

5 RE-INSPECTION HISTORY

DATE OF INSPECTION	INSPECTING COMPANY	NAME OF INSPECTOR
17 August 2000	Kilpatrick & Associates Pty Ltd	Kilpatrick & Associates Pty Ltd
16 July 2002	MPL Group Pty Ltd	MPL
13 July 2004	MPL Group Pty Ltd	Frank Poole
28 February 2007	Coffey Environments Australia Pty Ltd	John Yong
31 August 2010	Coffey Environments Australia Pty Ltd	Talitha Judge
18 September 2013	Coffey Environments Australia Pty Ltd	Roger Moore

6 WORKS RECORD

This Form MUST be completed should any works be carried out on any of the identified materials or potentially hazardous materials identified within this Hazardous Materials Register.

During such works, should any asbestos materials be disturbed where a possible risk to human health may occur please refer to the Commonwealth Bank Asbestos Management Plan.

DATE	LOCATION	WORK/TASK	COMPANY	NAME (PRINTED) & SIGNATURE

COFFEY ENVIRONMENTS AUSTRALIA PTY LTD

7 BIBLIOGRAPHY

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- National Occupational Health and Safety Commission (NOHSC), *Guidance Note on the Membrane Filter Method for Estimating Airborne Asbestos Fibres 2nd Edition*, 3003 – 2005
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National Institute for Occupational Safety and Health [NIOSH (U.S.A.)], *Manual of Analytical Methods, Elements by ICP, Method 7300*, 4th Edition, Issue 2 - 1994

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National Occupational Health and Safety Commission (NOHSC), *List of Designated Hazardous Substances*, 10005 - 1999

LEGISLATIVE REQUIREMENTS — ASBESTOS

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<p>COMMONWEALTH NEW SOUTH WALES QUEENSLAND NORTHERN TERRITORY</p> <p><i>Work Health and Safety Act 2011 (Cth, NSW, QLD)</i></p> <p><i>Work Health and Safety Regulations 2011 (Cth, NSW, QLD)</i></p> <p><i>Work Health and Safety (National Uniform Legislation) Act and Regulations 2011 (NT)</i></p> <p><i>Supported by:</i></p> <p><i>Code of Practice - How to Manage and Control Asbestos in the Workplace (2011)</i></p> <p><i>Code of Practice - How to Safely Remove Asbestos (2011)</i></p>	<p><i>A person conducting a business or undertaking (PCBU) must, for work place buildings/ structures that are constructed prior to December 31, 2003; survey to identify and locate any Asbestos Containing Materials (ACM; and, compile and keep at the workplace a site specific Asbestos Register .</i></p> <p><i>If ACM is identified at the work place, an Asbestos Management Plan (AMP) is to be compiled for the management of the identified ACM.</i></p> <p><i>The Asbestos Register and the Asbestos Management Plan must be made available at the work place for workers, people intending to conduct business at the work place and to Health and Safety representatives.</i></p>	<p><i>Re-inspections of identified ACM is determined on a case-by-case basis depending on the risk situation and should be informed by and conducted in accordance with the site specific Asbestos Management Plan.</i></p>	<p><i>The site specific Asbestos Register needs to include the date, type, location, condition and ACM identified during the survey.</i></p> <p><i>The Asbestos Register must be maintained and also updated if: the AMP is under review, further ACM is identified and/or, ACM is removed, disturbed or encapsulated.</i></p> <p><i>The site specific AMP must include management actions and justifications, incident and emergency response plans and record details of works carried out that involves ACM at the work place.</i></p> <p><i>The AMP must be maintained and updated:</i></p> <p><i>when the Asbestos Register is under review,</i></p> <p><i>if asbestos is removed, disturbed or encapsulated,</i></p> <p><i>if the AMP is no longer adequate for managing the ACM,</i></p> <p><i>if a Health and Safety Officer requests a review and/or at least once every 5 years.</i></p>	<p><i>Generally, health monitoring is not required excepting for workers involved in asbestos removal works.</i></p> <p><i>Training is required for persons involved in asbestos removal work or carrying out asbestos related works.</i></p> <p><i>All identified ACM in a workplace has to be labelled to indicate clearly asbestos presence and location of the asbestos item.</i></p> <p><i>Before refurbishment or demolition:</i></p> <p><i>ensure Asbestos Register is current</i></p> <p><i>undertake necessary inspections</i></p> <p><i>A licensed asbestos removalist is required unless: ACM < 10m2 and non friable and then by a competent person</i></p>	<p><i>WHS Regulation 419 requires A person conducting a business or undertaking (PCBU) must not carry out, or direct or allow a worker to carry out, work involving asbestos; excepting as is applicable: managing risk; sampling, identification and analysis; maintenance removal/disposal other exemptions per s.419 (3)</i></p>

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<p>VICTORIA</p> <p>Occupational Health & Safety Act 2004</p> <p>Occupational Health and Safety 2007</p> <p>Supported by:</p> <p>Compliance Code: Managing Asbestos in Workplaces 2008</p> <p>Compliance Code: Removing Asbestos in Workplaces 2008</p> <p>Note: Victoria has deferred implementing harmonisation for 12 months.</p>	<p>Occupier's responsibility to determine whether asbestos is present and if so to identify the type, location, friability and condition of ACM.</p> <p>'a person who manages or controls a workplace must, so far as is reasonably practicable, identify all asbestos containing materials (ACM) at the workplace and have them recorded in an asbestos register.'</p> <p>Occupational Health and Safety Regulations 2007 [Chapter 4, Part 4.3, Division 5, Subdivision 2]</p> <p>Also to conduct risk assessment on the basis of the above plus likely disturbances.</p> <p>Results of Atmospheric monitoring are to be available for potentially affected employees.</p>	<p>Undertake review and revision of risk assessment when condition of asbestos changes, remedial work has been carried out or the assessment is no longer valid.</p> <p>Maximum review timeframe is 5 years.</p>	<p>The site specific Asbestos Register needs to include the date, type, location, condition and work likely to disturb ACM identified during the survey.</p> <p>The Asbestos Register must be maintained and also updated if:</p> <p>further ACM is identified and/or, ACM is removed, disturbed or encapsulated.</p> <p>at least once every 5 years.</p> <p>A copy of the Asbestos Register is made available to:</p> <p>persons working at the workplace; and</p> <p>licensed asbestos removalist; and</p> <p>persons performing other tasks as prescribed at s. 4.3.100.</p> <p>Notification to Authority 24hrs prior for removal work for ACM < 10m² and non-friable and then by a competent person and 5 days prior for other cases.</p> <p>Notification to Authority with 24hrs of unexpected situations.</p>	<p>Generally, health monitoring is not required excepting for workers involved in asbestos removal works or on-going asbestos related work where exposure risk is 50% above exposure standard.</p> <p>Training and record of same is required for persons involved in asbestos removal work.</p> <p>If practicable, presence of ACM in a workplace has to be labelled (s.4.3.20 (6), s.4.3.28 (6))</p> <p>Before refurbishment or demolition: ensure Asbestos Register is obtained, reviewed and is current, undertake necessary inspections</p> <p>A licensed asbestos removalist is required unless: ACM < 10m² and non-friable and then by a competent person and removal work is < 1 hr in any 7 day period.</p>	<p>The person who commissioned the asbestos removal work must obtain a clearance certificate from an independent person before the area where the asbestos removal work was being performed is re-occupied s. 4.3.96(2)</p>

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<p>SOUTH AUSTRALIA</p> <p>Work Health and Safety Act 2012 (SA)</p> <p>Work Health and Safety Regulations 2012 (SA)</p> <p>Supported by:</p> <p>Code of Practice - How to Manage and Control Asbestos in the Workplace (2011)</p> <p>Code of Practice - How to Safely Remove Asbestos (2011)</p>	<p>A person conducting a business or undertaking (PCBU) must, for work place buildings/ structures that are constructed prior to December 31, 2003; survey to identify and locate any Asbestos Containing Materials (ACM; and, compile and keep at the workplace a site specific Asbestos Register .</p> <p>If ACM is identified at the work place, an Asbestos Management Plan (AMP) is to be compiled for the management of the identified ACM.</p> <p>The Asbestos Register and the Asbestos Management Plan must be made available at the work place for workers, people intending to conduct business at the work place and to Health and Safety representatives.</p>	<p>Re-inspections of identified ACM is determined on a case-by-case basis depending on the risk situation and should be informed by and conducted in accordance with the site specific Asbestos Management Plan.</p>	<p>The site specific Asbestos Register needs to include the date, type, location, condition and ACM identified during the survey.</p> <p>The Asbestos Register must be maintained and also updated if: the AMP is under review, further ACM is identified and/or, ACM is removed, disturbed or encapsulated.</p> <p>The site specific AMP must include management actions and justifications, incident and emergency response plans and record details of works carried out that involves ACM at the work place.</p> <p>The AMP must be maintained and updated:</p> <p>when the Asbestos Register is under review,</p> <p>if asbestos is removed, disturbed or encapsulated,</p> <p>if the AMP is no longer adequate for managing the ACM,</p> <p>if a Health and Safety Officer requests a review and/or at least once every 5 years.</p>	<p>Generally, health monitoring is not required excepting for workers involved in asbestos removal works.</p> <p>Training is required for persons involved in asbestos removal work or carrying out asbestos related works.</p> <p>All identified ACM in a workplace has to be labelled to indicate clearly asbestos presence and location of the asbestos item.</p> <p>Before refurbishment or demolition:</p> <p>ensure Asbestos Register is current</p> <p>undertake necessary inspections</p> <p>A licensed asbestos removalist is required unless: ACM < 10m2 and non-friable and then by a competent person</p>	<p>WHS Regulation 419 requires A person conducting a business or undertaking (PCBU) must not carry out, or direct or allow a worker to carry out, work involving asbestos; excepting as is applicable: managing risk; sampling, identification and analysis; maintenance removal/disposal other exemptions per s.419 (3)</p>

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<p>TASMANIA</p> <p><i>Work Health and Safety Act 2012 (TAS)</i></p> <p><i>Work Health and Safety Regulations 2012 (TAS)</i></p> <p>Supported by:</p> <p><i>Code of Practice - How to Manage and Control Asbestos in the Workplace (2011)</i></p> <p><i>Code of Practice - How to Safely Remove Asbestos (2011)</i></p>	<p><i>A person conducting a business or undertaking (PCBU) must, for work place buildings/ structures that are constructed prior to December 31, 2003; survey to identify and locate any Asbestos Containing Materials (ACM; and, compile and keep at the workplace a site specific Asbestos Register .</i></p> <p><i>If ACM is identified at the work place, an Asbestos Management Plan (AMP) is to be compiled for the management of the identified ACM.</i></p> <p><i>The Asbestos Register and the Asbestos Management Plan must be made available at the work place for workers, people intending to conduct business at the work place and to Health and Safety representatives.</i></p>	<p><i>Re-inspections of identified ACM is determined on a case-by-case basis depending on the risk situation and should be informed by and conducted in accordance with the site specific Asbestos Management Plan.</i></p>	<p><i>The site specific Asbestos Register needs to include the date, type, location, condition and ACM identified during the survey.</i></p> <p><i>The Asbestos Register must be maintained and also updated if: the AMP is under review, further ACM is identified and/or, ACM is removed, disturbed or encapsulated.</i></p> <p><i>The site specific AMP must include management actions and justifications, incident and emergency response plans and record details of works carried out that involves ACM at the work place.</i></p> <p><i>The AMP must be maintained and updated:</i></p> <p><i>when the Asbestos Register is under review,</i></p> <p><i>if asbestos is removed, disturbed or encapsulated,</i></p> <p><i>if the AMP is no longer adequate for managing the ACM,</i></p> <p><i>if a Health and Safety Officer requests a review and/or at least once every 5 years.</i></p>	<p><i>Generally, health monitoring is not required excepting for workers involved in asbestos removal works.</i></p> <p><i>Training is required for persons involved in asbestos removal work or carrying out asbestos related works.</i></p> <p><i>All identified ACM in a workplace has to be labelled to indicate clearly asbestos presence and location of the asbestos item.</i></p> <p><i>Before refurbishment or demolition:</i></p> <p><i>ensure Asbestos Register is current</i></p> <p><i>undertake necessary inspections</i></p> <p><i>A licensed asbestos removalist is required unless: ACM < 10m2 and non-friable and then by a competent person</i></p>	<p><i>WHS Regulation 419 requires A person conducting a business or undertaking (PCBU) must not carry out, or direct or allow a worker to carry out, work involving asbestos; excepting as is applicable: managing risk; sampling, identification and analysis; maintenance removal/disposal other exemptions per s.419 (3)</i></p>

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STATE Primary Asbestos Legislation	Asbestos Survey Requirements	Asbestos Resurvey Requirements	Reporting Requirements	Labelling/Signage Requirements	Other Requirements
<p>AUSTRALIAN CAPITAL TERRITORY</p> <p>Work Health and Safety Act 2011 (ACT) Work Health and Safety Regulations 2011 (ACT)</p> <p><i>Dangerous Substances (General) Regulations 2004 – Chapter 3 Asbestos and Asbestos Products</i></p> <p><i>NOTE: Asbestos - which comprises Chapter 8 in the model legislation - is NOT included in the ACT Work Health and Safety Regulations. They will continue to be regulated under the Dangerous Substances Act 2004 and associated Regulations pending a review in 2012</i></p>	<p><i>Controller of work place responsibility.</i></p> <p><i>For work place buildings/ structures that are constructed prior to 2003. A survey is to be conducted to identify and locate any Asbestos Containing Materials (ACM), to compile a site specific Asbestos Register to be kept at the workplace.</i></p> <p><i>If ACM is identified at the work place, an Asbestos Management Plan (AMP) is to be compiled for the management of the identified ACM.</i></p> <p><i>The Asbestos Register and the AMP must be made available at the work place for workers, people intending to conduct business at the work place and to Health and Safety representatives.</i></p>	<p><i>Re-inspections should be conducted in accordance with the site specific Asbestos Management Plan.</i></p>	<p><i>The site specific Asbestos Register needs to include the date, type, location, condition and ACM identified during the survey.</i></p> <p><i>The Asbestos register must be maintained and updated if the AMP is under review, if further ACM is identified and/or if ACM is removed, disturbed or encapsulated.</i></p> <p><i>The site specific AMP must include management actions and justifications, incident and emergency response plans and record details of works carried out that involves ACM at the work place.</i></p> <p><i>The AMP must be maintained and updated when the Asbestos Register is under review, if asbestos is removed, disturbed or encapsulated, if the AMP is no longer adequate for managing the ACM, if a Health and Safety Officer requests a review and/or at least once every 5 years.</i></p>	<p><i>All identified asbestos in a workplace has to be labelled to indicate clearly asbestos presence and location of the asbestos item.</i></p>	<p><i>The Dangerous Substances (General) Regulations 2004 adopts NOHSC National Code of Practice for the Safe Removal of Asbestos (2nd Edition) NOHSC:2002 (2005)</i></p>

LEGISLATIVE REQUIREMENTS — ASBESTOS

This document has been produced for information only and is under regular review due to frequent changes in legislation and guidance. It contains information relating to the column headings only and not, for instance, in relation to asbestos removal. It is the duty of employers, premise owners and controllers of premises etc to ensure they are familiar with the latest applicable state legislation and guidance.

STATE Primary Asbestos Legislation	Asbestos Survey Requirements	Asbestos Resurvey Requirements	Reporting Requirements	Labelling/Signage Requirements	Other Requirements
<p>WESTERN AUSTRALIA</p> <p>Occupational Safety and Health Act 1984 [Amended 7 January 2011]</p> <p>Occupational Health and Safety Regulations 1996</p> <p>Health (Asbestos) Regulations 1992</p> <p>Work Health and Safety Act 2011 in review process prior to introduction</p>	<p>Employer, main contractor, self-employed person or person having control of the workplace to ensure that presence and location of asbestos at the workplace is identified. The process of identification and assessment of risks arising from asbestos hazards are to be conducted in accordance with the Code of Practice for the Management and Control of Asbestos in Workplaces [NOHSC: 2018 (2005)].</p>	<p>Annual review of register and management plan under NOHSC: 2018(2005). A visual inspection of ACM should be undertaken as part of any review.</p>	<p>Under NOHSC:2018(2005): Maintain a register on the premises which includes date of assessment, location & types of asbestos, analysis, risk assessments, control measures, and details of competent person who undertook the assessment. Details of presumptions made and likely asbestos in inaccessible areas to be included.</p>	<p>Under NOHSC:2018(2005): Warning signs & labels to be used in conjunction with the workplace register to warn people of the presence of ACM. Competent person to determine number and position of labels. Areas containing ACM to be signposted.</p>	<p>Regulation states that controller of premises must ensure that risk assessment and controls to be in accordance with Occupational Safety and Health Acts 1984 & 1996 and Health (Asbestos) Regulations 1992.</p> <p>Current policy reflects observance of the most recent publication in relation to working with asbestos i.e. Occupational Safety and Health Acts 1984 & 1996 and Health (Asbestos) Regulations 1992.</p>

LEGISLATIVE REQUIREMENTS — ASBESTOS

This document has been produced for information only and is under regular review due to frequent changes in legislation and guidance. It contains information relating to the column headings only and not, for instance, in relation to asbestos removal. It is the duty of employers, premise owners and controllers of premises etc to ensure they are familiar with the latest applicable state legislation and guidance.

State/ Territory	OLD ACT	NEW ACT	OLD REGULATION	NEW REGULATION
CMWLTH	<i>Occupational Health and Safety Act 1991</i>	<i>Work Health and Safety Act 2011 (Cth)</i>	<i>Occupational Health and Safety (Safety Standards) Regulations 1994</i> <i>Occupational Health and Safety (Safety Arrangements) Regulations 1991</i>	<i>Work Health and Safety Regulations 2011 (Cth)</i>
NT	<i>Workplace Health and Safety Act 2008</i>	<i>Work Health and Safety Act 2011 (NT)</i>	<i>Workplace Health and Safety Regulations 2008</i>	<i>Work Health and Safety Regulations 2011 (NT)</i>
QLD	<i>Workplace Health and Safety Act 1995</i>	<i>Work Health and Safety Act 2011 (QLD)</i>	<i>Workplace Health and Safety Regulation 2008</i>	<i>Work Health and Safety Regulations 2011 (QLD)</i>
NSW	<i>Occupational Health and Safety Act 2000</i>	<i>Work Health and Safety Act 2011 (NSW)</i>	<i>Occupational Health and Safety Regulation 2001</i>	<i>Work Health and Safety Regulations 2011 (NSW)</i>
ACT	<i>Work Safety Act 2008</i>	<i>Work Health and Safety Act 2011 (ACT)</i>	<i>Work Safety Regulation 2009</i>	<i>Work Health and Safety Regulations 2011 (ACT)</i> <i>Dangerous Substances Regulations 2004 continue until review in 2012</i>
VIC	<i>Occupational Health and Safety Act 2004</i>	<i>Occupational Health and Safety Act 2004</i>	<i>Occupational Health and Safety Regulation 2007</i>	<i>Occupational Health and Safety Regulations 2007</i>
SA	<i>Occupational Health, Safety and Welfare Act 1986</i>	<i>Work Health and Safety Act 2012 (SA)</i>	<i>Occupational Health, Safety and Welfare Regulations 2010</i>	<i>Work Health and Safety Regulations 2012 (SA)</i>
TAS	<i>Workplace Health and Safety Act 1995.</i>	<i>Work Health and Safety Act 2012 (TAS)</i>	<i>Workplace Health and Safety Regulations 1998</i> <i>[amendment 2006; Part 4: division 9 'Asbestos']</i>	<i>Work Health and Safety Regulations 2012 (TAS)</i>
WA	<i>Occupational Health and Safety Act 1984</i>	<i>Occupational Health and Safety Act 1984</i>	<i>Occupational Health and Safety Regulation 1996</i>	<i>Occupational Health and Safety Regulations 1996</i>

Appendix A Asbestos & Hazardous Materials Register

Mildura Commonwealth Bank

Survey Date:	18/09/2013	Surveyor(s)	Property Number	95826	Site Name	MILDURA BRANCH - SBV
Resurvey Due By:	17/09/2018	Roger Moore	State	VIC	Address	56-60 LANGTREE AVENUE

Item Detail								Risk Assessment									Asbestos Management	
Floor Level	Location	Description	Sample No.	Hazard Group	Result	Photo ID	Volume / Unit	Result/Asbestos Fibre Type	Surface Treatment	Product Type	Condition	Likelihood of Disturbance	Risk Score	Risk	Friability (Non ACM ONLY)	Action Rating	Labelled Y/N	
1	Rear Stairwell and Records room, Fire door	Compressed fibre cement door core	BZ-065	Asbestos	NAD	-	-	0	-	0	-	-	-	-	-	Nil	N	
G	Rear Stairwell, Fire door	Compressed fibre cement door core	Refer BZ-065	Asbestos	NAD	-	-	0	-	0	-	-	-	-	-	Nil	N	
G	Rear exit foyer, rear tea room, bathrooms and teller area, Walls	Fibre cement sheeting	Refer BO-399	Asbestos	NAD	-	-	0	-	0	-	-	-	-	-	Nil	N	
G	Underlay to carpet tiles by Bank Tellers	Pale grey screed/mortar layer topped with a green tinted transparent adhesive	Mildura-1	Asbestos	NAD	-	-	0	-	0	-	-	-	-	-	Nil	N	
G	Underlay to carpet tiles by Bank Tellers	Grey mortar layer with an off-white translucent adhesive on the flat side	Mildura-1	Asbestos	NAD	-	-	0	-	0	-	-	-	-	-	Nil	N	
G & 1	External, Adjacent to south Fire exit, Walls	Fibre cement sheeting	BO-399	Asbestos	NAD	-	-	0	-	0	-	-	-	-	-	Nil	N	
Roof	Garage, Suspended ceiling	Fibre cement sheeting	AK-677	Asbestos	NAD	-	-	0	-	0	-	-	-	-	-	Nil	N	
G	Staff room beneath sink in retail unit next to bank	Bituminous material	AS122	Asbestos	NAD	-	-	0	-	0	-	-	-	-	-	Nil	N	
1	Kitchen, Walls and window framework	Paint system	AK-676	Pb paint	Non Pb paint	-	-	-	-	-	-	-	-	-	-	Nil	-	
G & 1	Throughout	Fluorescent light fittings - Capacitors	Visual Observation	PCB	Non PCB	-	-	-	-	-	-	-	-	-	-	Nil	-	Plessey Ducon, Type P102, 8.0uF
1	Kitchen, Phillips fridge	Refrigerant	Visual Observation	ODS	ODS	-	1 Unit	-	S	-	G	L	-	L	B	A4	-	R12

Item Detail									Risk Assessment								Asbestos Management		
Floor Level	Location	Description	Sample No.	Hazard Group	Result	Photo ID	Volume / Unit		Result/Asbestos Fibre Type	Surface Treatment	Product Type	Condition	Likelihood of Disturbance	Risk Score	Risk	Fraility (Non ACM ONLY)	Action Rating	Labelled Y/N	
Roof	Roof, Airtemp air conditioner	Refrigerant	Visual Observation	ODS	ODS	-	3	Units	-	S	-	G	L	-	L	B	A4	-	x 3 units R22
Roof	Roof, Airpol air conditioner	Refrigerant	Visual Observation	ODS	Suspect ODS	-	1	Unit	-	S	-	G	L	-	L	B	A4	-	Tag not visible
1	Male Shower room	Rheem hot water unit - Internal insulation	Visual Observation	SMF	Suspect SMF	-	0.5	m2	-	S	-	G	L	-	L	B	A4	-	
1	Throughout, Ceiling space	Insulation - batts	Visual Observation	SMF	Suspect SMF	-	60	m2	-	S	-	G	L	-	L	B	A4	-	
1	Kitchen, beneath sink	Down Under boiler unit - Internal insulation	Visual Observation	SMF	Suspect SMF	-	60	m2	-	S	-	G	L	-	L	B	A4	-	
1	Ceiling space, Storage tank	Insulation	Visual Observation	SMF	Suspect SMF	-	60	m2	-	S	-	G	L	-	L	B	A4	-	
1	Throughout, ceiling space, Suspended ceiling	Air conditioner duct work - Insulation	Visual Observation	SMF	Suspect SMF	-	60	m2	-	S	-	G	L	-	L	B	A4	-	
G	Throughout, Suspended ceiling	Compressed acoustic tiles	BZ-066	SMF	Suspect SMF	-	200	m2	-	S	-	G	L	-	L	B	A4	-	
G	Voucher room, above suspended ceiling tiles	Insulation to back of ceiling tiles	Visual Observation	SMF	Suspect SMF	-	60	m2	-	S	-	G	L	-	L	B	A4	-	
G & 1	Throughout, Ceiling space, Air conditioner	Air conditioner duct work - Insulation	Visual Observation	SMF	Suspect SMF	-	60	m2	-	S	-	G	L	-	L	B	A4	-	

No Access Areas

All areas were deemed sufficiently access for inspection within the scope of this project – exclusive of locations detailed below:

- Level 1 office room, adjacent roof access point – locked.

Limited Access Areas

The following areas were noted to have limited access on the day of inspection:

- Roof; and
- Ceiling Space.

Appendix B
Briefing Notes for Commonwealth Bank
Staff

Mildura Commonwealth Bank

To the Manager

Commonwealth Bank of Australia

HAZARDOUS MATERIALS AUDIT PROGRAMME

Dear Manager,

This information has been provided so that you will be able to deal with any problems or questions that your staff may have with either the hazardous materials audit process or the audit results.

You should discuss the matter with staff and make this information readily accessible to everyone who works in your branch or department.

If staff have any queries or concerns they should be encouraged to raise their concerns with their manager in the first instance.

If you require any further information or assistance in dealing with any queries or any aspect of the audit you should contact HR direct.

Ben Sheidow

Executive Manager, OH&S

Contact Details

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Fax: (02) 9117 7403

email: Ben.sheidow@cba.com.au

The purpose of this information sheet is to provide information to employees in relation to a hazardous material audit of the Bank's premises. The information provided is not meant to be a comprehensive discourse of the hazard but to provide the relevant information in the context of the audit findings.

CBA HAZARDOUS MATERIAL AUDIT

Introduction

The Bank has conducted a hazardous material audit of all of its premises. The purpose of the audit is to provide the Bank with comprehensive information about any hazardous material on its premises so that it can maintain an up to date register of these materials and manage them appropriately to ensure that no risk arises to employees from these materials.

It is extremely important to define the terms used in these exercises so that we all have a common understanding of the difference between **hazard** and **risk**.

What is a hazard?

A hazard is something, which has an inherent danger, that is a potential to cause harm, but it may not pose a risk to anyone.

What is a risk?

The possibility that harm (death, injury or illness) might occur when exposed to a hazard (Work Health and Safety Code of Practice: How to Manage Work Health and Safety Risks, 2011).

Some practical examples

Here are some examples. Electricity is inherently dangerous but given modern methods of wiring, insulation and residual current detection devices the risk to people using electricity in the home or office is negligible. Similarly, asbestos is inherently dangerous, however there is negligible risk to people unless the asbestos fibres become airborne and are breathed into the lungs. A toxic chemical has an inherent danger but so long as it remains in the bottle it poses very little risk. Only when it is possible for it to enter the body does a significant risk arise.

What does this mean for my health and safety?

Consequently, the identification of hazardous materials on a site does not necessarily pose any risk to people. Nevertheless, hazardous materials must be identified in order to ensure that what we do with these materials, and how we handle them, both now and in the future, will not produce any harm to people.

The purpose of this information sheet is to provide information to employees in relation to a hazardous material audit of the Bank's premises. The information provided is not meant to be a comprehensive discourse of the hazard but to provide the relevant information in the context of the audit findings.

The audit process

Once an independent professional hazardous materials audit group has conducted the audit, the results are reported to the Group indicating that the hazardous materials most often identified are asbestos, synthetic mineral fibres (SMFs) and polychlorinated biphenyls (PCBs). The audit report advises the Group in accordance with National Safety Standards and Codes of Practice, the appropriate course of action to be followed once the presence of a hazardous material has been identified and confirmed.

Information for employees

The purpose of the following information sheets is to provide information to all employees about the hazardous materials so far identified and the risks to employees posed by the materials. They are not meant to be a comprehensive outline of all of the factors involved with the hazard but to provide information about the hazard in the context of the audit findings.

They should only be used in that context.

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ASBESTOS

What is asbestos?

Asbestos is a generic term used to describe the fibrous form of naturally occurring mineral silicates belonging to the serpentine and amphibole groups of rock forming minerals including: actinolite; amosite (brown asbestos); crocidolite (blue asbestos); chrysotile (white asbestos); tremolite; or any mixture of the above.

How is it present in the working environment?

Many asbestos products and materials may still be found in buildings – some of the common materials would include vinyl asbestos floor tiles, roofing felts, suspended ceiling tiles, asbestos cement products and fibro asbestos sheeting.

What is the hazard?

The material is hazardous because of the potential for asbestos fibres to be released into the atmosphere and inhaled. The particular danger with asbestos is that the fibres break down to smaller and smaller diameters enabling them to travel right down the airways to reach the deepest part of the lungs (the alveoli). Asbestos is defined by the International Agency for Research on Cancer as a Group 1 carcinogen, this means it has the potential to cause cancer in humans.

We distinguish fibres by diameter size. Those above 3 micrometres (3 thousands of a millimetre) we call inspirable, that is, able to be inspired (breathed into the nose and throat). Fibres with diameters less than 3 micrometres we call respirable, that is, able to reach areas of the lung where respiration (absorption of oxygen) actually occurs – the alveoli of the lungs.

If large doses of respirable asbestos fibres reach the alveoli of the lungs in this way they can lead, after many years, to serious lung disorders including asbestosis, pleural plaques, lung cancer and mesothelioma.

What is the risk to employees?

In terms of actual risk to people, asbestos only presents a risk when it is airborne. There is very little risk associated with asbestos when it has been incorporated into a stable matrix (fibro asbestos sheeting) or when the material has been sealed or encapsulated in some manner or form unless the material is disturbed and releases fibres to the air.

Fibres may be released from these sorts of materials for example by drilling, sawing, breakage, etc or by the stable matrix breaking up due to wear or the sealant breaking down.

Thus having determined the presence of asbestos, in order to determine the risk associated with that asbestos, it is important also to identify the type of asbestos found, the form in which it is found and the condition of the material in which it is found. The audit report does exactly that.

The purpose of this information sheet is to provide information to employees in relation to a hazardous material audit of the Bank's premises. The information provided is not meant to be a comprehensive discourse of the hazard but to provide the relevant information in the context of the audit findings.

How do we control the risks?

The control of asbestos hazards should utilise the most appropriate method applicable to the particular circumstances. Based upon a professional assessment of the condition of the asbestos, the possibility of further damage or deterioration, and the potential for exposure of personnel to airborne fibres, the methods of control include: leaving in situ with appropriate monitoring, encapsulation or sealing, enclosure and removal.

The auditors, as part of their report, advise the Bank, in the light of the risk assessed, what priority action should follow the identification of asbestos in any building.

These are coded as follows:

- A1 Action 1 – Restrict access and remove as soon as possible
- A2 Action 2 – Restrict access and enclose or encapsulate or seal
- A3 Action 3 – Remove during normal maintenance or refurbishment
- A4 Action 4 – Leave in situ and monitor condition, no action required unless disturbed

The Bank will follow the action recommended by the auditors.

References

Safe Work Australia has issued a National Code of Practice How to Manage and Control Asbestos in the Workplace (Safe Work Australia 2011) and a National Code of Practice How to Safely Remove Asbestos (Safe Work Australia 2011).

Both the audit team and the Group are adhering to the advice and recommendations contained in these documents to ensure that there is no risk posed to staff in relation to any asbestos found on Bank premises.

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The purpose of this information sheet is to provide information to employees in relation to a hazardous material audit of the Bank's premises. The information provided is not meant to be a comprehensive discourse of the hazard but to provide the relevant information in the context of the audit findings.

SYNTHETIC MINERAL FIBRES

What are synthetic mineral fibres?

Synthetic mineral fibre (SMF) is a generic term used to collectively describe a number of man-made amorphous (non-crystalline) fibrous materials including glass fibre, mineral wool and ceramic fibres. The most well known and widely used SMF would probably be the “pink” glass wool batts used for roof insulation in the home.

Because of their similar insulation properties these materials have been used as a replacement for asbestos in similar applications and there has been some concern in the community regarding the health effects associated with SMF.

What is the hazard?

It is widely recognised that the hazards associated with SMF are significantly less than asbestos and only certain types of synthetic fibres are possibly carcinogenic to humans.

The reasons for the reduced hazardous potential associated with SMF are primarily due to the differing physical and chemical properties of SMF compared to asbestos.

In the case of SMF the fibres are generally stronger and do not break down as readily into smaller and smaller diameter fibres. In general, SMF fibres are coarser (larger diameter) than asbestos. In fact all commonly used SMF have fibre diameters greater than 0.2 micrometre. Thus the number of very small fibres able to reach the alveoli of the lung is much less than for asbestos. In addition the SMF is significantly less toxic than asbestos. Consequently, the risk of lung disease is very much reduced.

On the other hand, irritation of the skin, eyes and upper respiratory tract may occur with certain SMF products, as the larger fibres may be a greater cause of irritation.

What is the risk?

Again there is very little risk from SMF unless the fibres become airborne or you come into contact with SMF.

How do we control the risk?

Thus the control mechanisms for ensuring that SMF fibres are not released in to the air are the same as for asbestos. Seal and contain the material and do not mechanically disturb it.

The auditors will provide similar advice to the Bank in terms of a recommended course of action wherever SMF are found.

The purpose of this information sheet is to provide information to employees in relation to a hazardous material audit of the Bank's premises. The information provided is not meant to be a comprehensive discourse of the hazard but to provide the relevant information in the context of the audit findings.

References

Guidance material prepared by the Regulator, Australian Standards and other documents relevant to the management of SMFs include the following:

Safe Work Australia Code of Practice Managing Risks of Hazardous Chemicals July 2012

AIOH (2011) 'Position Paper on Synthetic Mineral Fibres (SMF) & Occupational Health Issues';

WorkCover (1993) 'Code of Practice for the Safe Use of Synthetic Mineral Fibres';

NOHSC:1004 (1990) 'National Standard for Synthetic Mineral Fibres'; and

NOHSC:2006 (1990) 'National Code of Practice for the Safe Use of Synthetic Mineral Fibres'.

Both the audit team and the Bank are adhering to the advice and recommendations contained in these documents to ensure that there is no risk posed to staff in relation to any synthetic mineral fibres found on Bank premises.

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POLYCHLORINATED BIPHENYLS (PCBs)

What are PCBs?

Polychlorinated biphenyls are a group of organic compounds with variable chlorine substitution on a biphenyl backbone.

The chemical properties of these products, namely a very high dielectric constant, low chemical reactivity and an extremely long life make these substances ideal for some industrial applications.

What is the hazard?

Unfortunately, the same properties that make these substances industrially attractive also make them toxic to humans. These substances are very hydrophobic and are preferentially taken up into fat deposits. Their chemical stability prevents their metabolism and so they cannot be broken down and excreted by the body and their long life means that they will remain in the fat deposits for life. Once in the body they can cause a range of long term health problems including cancer.

How would they be present in the working environment?

Because of their excellent insulating properties and resistance to fire they have been used widely in the electrical industry but would be encountered in our working environment in older buildings in the form of small capacitors fitted to fluorescent lights and electric motors in ceiling fans.

What is the risk?

As such the PCBs are within a “closed system”, that is, entirely contained within a small sealed metal box and would pose no risk whatsoever unless the material is released from the capacitor as a result of leakage or rupture.

Even then a risk to humans would only be posed if the material was likely to enter the body. The three possible routes would be ingestion, eating contaminated food or drink, skin absorption if the material has contaminated the skin or inhalation by breathing vapours released from the chemical. The latter exposure route is unlikely, as PCBs do not readily vaporise at room temperature.

It is extremely unlikely that circumstances would arise where employees could come in direct contact with PCBs. Non leaking capacitors in good order can be left in place, as they pose no risk to employees. Regular inspection should be made to check for oil leaks under fluorescent lights and leaking capacitors should be replaced by a tradesman.

PCBs appear as a colourless to straw/yellow oily substance. If they have been overheated the colour may darken to brown. Any substance of such an appearance occurring under fluorescent lights should be treated with caution and investigated.

The purpose of this information sheet is to provide information to employees in relation to a hazardous material audit of the Bank's premises. The information provided is not meant to be a comprehensive discourse of the hazard but to provide the relevant information in the context of the audit findings.

References

The WHS Regulations contain only general requirements for the management of PCBs, which are classified as hazardous chemicals. Guidance material prepared by the Regulator, Australian Standards and other documents relevant to the management of PCBs include the following:

Safe Work Australia Code of Practice Managing Risks of Hazardous Chemicals July 2012

ANZECC (2003) 'Polychlorinated Biphenyls Management Plan' Revised Edition;

ANZECC (1997) 'Identification of PCB-Containing Capacitors, An Information Booklet for Electricians and Electrical Contractors';

DECC (2008a) 'Waste Classification Guidelines, Part 1: Classifying Waste'.

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To the Manager

**Commonwealth Bank of Australia/
Bank West**

The purpose of this information sheet is to provide information to employees in relation to a hazardous material audit of the Bank's premises. The information provided is not meant to be a comprehensive discourse of the hazard but to provide the relevant information in the context of the audit findings.

Appendix C

Additional Information

Mildura Commonwealth Bank

ASBESTOS MATERIALS

Explanatory Notes

Asbestos is the fibrous form of mineral silicates belonging to the Serpentine and Amphibole groups of rock-forming minerals, including amosite (brown asbestos), crocidolite (blue asbestos), chrysotile (white asbestos), tremolite, actinolite, anthophyllite or any mixture containing one or more of these.

Asbestos has been used in over 3000 products from heat insulating materials to vinyl coverings. Inhalation of high concentrations of asbestos can result in asbestosis, lung cancer and mesothelioma. Asbestos is classified by the International Agency for Research on Cancer as a Group 1 carcinogen (this means it is solely capable of causing cancer without any additional required factors).

Legislative Requirements

Work Health & Safety (WHS) legislation has adopted, and requires, that the handling, removal and disposal of asbestos materials is undertaken in accordance with the National Code of Practice How to Manage and Control Asbestos in the Workplace (Safe Work Australia 2011) and the National Code of Practice How to Safely Remove Asbestos (Safe Work Australia 2011).

The guide requires, in summary:

- The identification of asbestos materials in the workplace.
- The clear labelling of asbestos materials to prevent inadvertent work on the material.
- Documentation of the location and condition of asbestos materials.
- Procedures controlling the repair and removal of asbestos materials.
- An ongoing reassessment program.

The above-mentioned documentation and procedure implementation is called the Asbestos Management Plan.

An Asbestos Management Plan is part of an organisations overall approach to risk management. Where the assessment process has revealed a likelihood of exposure to asbestos fibres, all practicable steps need to be taken to ensure that employees, visitors and others are not unnecessarily exposed to asbestos. The condition and location of the asbestos will determine the period between surveys of asbestos materials.

The Asbestos Management Plan is located in Appendix D.

Synthetic Mineral Fibre (SMF)

Explanatory Notes

Synthetic Mineral Fibres (SMF) are a group of amorphous substances, including Glasswool, Rockwool and Ceramic fibre that have been manufactured by spinning or blowing.

SMF products include insulation to air conditioning and hot water systems, insulation with ceiling and roof spaces, ceiling tiles, vinyl coverings, cable pits and electrical mounting boards. SMF is commonly used as a replacement for asbestos products.

Legislative Requirements

Legislation requires the Group to manage the risk that arises from the use, handling, removal and disposal of synthetic mineral fibre (SMF) materials.

The Code of Practice Managing Risks of Hazardous Chemicals provides additional information on the management of risks arising from hazardous chemicals such as PCBs.

Given that the risk of SMF is only significant when fibres are airborne, the control mechanisms for ensuring that SMF fibres are not released in to the air are the same as for asbestos: seal and contain the material and do not mechanically disturb it.

The auditors will provide advice to the Bank in terms of a recommended course of action wherever SMF are found.

The-NOHSC:2006 (1990) 'National Code of Practice for the Safe Use of Synthetic Mineral Fibres' provides useful guidance information on SMF.

Polychlorinated Biphenyls (PCB)

Explanatory Notes

Polychlorinated Biphenyls (PCB) are a group of synthetic organic compounds, which have been an important ingredient in many industrial products.

PCB are very stable chemicals that resist change over time, from wide temperature variance and from the influence of acids and alkalis.

PCB production and commercial use began in 1929. Due to their remarkable insulating capacity and flame-retardant nature, they soon gained widespread use as coolants and lubricants in transformers and other electrical equipment where these properties are essential.

In 1999, the Commonwealth, State and Territory governments endorsed a PCB Management Plan. The Management Plan requires that 'scheduled' PCB be removed within two years of identification after 2009.

PCB products include capacitors within fluorescent light fittings and electrical switch equipment, waterproof membranes and mastic sealants.

Legislative Requirements

WHS legislation requires the Group to manage the risk that arises from the use, handling, removal and disposal of PCBs.

The Code of Practice Managing Risks of Hazardous Chemicals provides additional information on the management of risks arising from hazardous chemicals such as PCBs.

In 2003, the Commonwealth, State and Territory governments revised the Polychlorinated Biphenyl (PCB) Management Plan. The Management Plan requires that 'scheduled' PCB be removed from use within two years of identification after 2009.

PCB-containing materials are classified according to the concentration of PCB present. There are three classifications of PCB-containing materials:

- less than 2 mg/kg PCB as 'PCB free' requiring no further investigation or special occupational and safety procedures and no need to remove from service;
- 2 to 50 mg/kg PCB as 'non scheduled' PCB material requiring special occupational and safety procedures and medium priority for removal from service – must not go to landfill; and
- above threshold of 50 mg/kg as 'scheduled' PCB material requiring special occupational and safety procedures and high priority for removal from service – must not go to landfill.

Mixtures of PCB-containing materials are subject to the requirements of the highest concentration classification within the mixture.

Legislation requires that the safe handling, removal and disposal of PCB is to be undertaken in accordance with the *Polychlorinated Biphenyls Management Plan (PCB)* Revised Edition 2003. Small PCB filled capacitors were fitted to electric motors, welders and fluorescent lights. Typically they contain about 50 mg of PCB. The code requires in summary:

- All leaking capacitors must be replaced with non-PCB containing capacitors.

The purpose of this information sheet is to provide information to employees in relation to a hazardous material audit of the Bank's premises. The information provided is not meant to be a comprehensive discourse of the hazard but to provide the relevant information in the context of the audit findings.

- Capacitors containing PCB should be stored in a suitable container and packed with absorbent material inside a labelled steel drum prior to disposal at an approved site.
- A licensed electrician must undertake replacement of leaking capacitors.

The purpose of this information sheet is to provide information to employees in relation to a hazardous material audit of the Bank's premises. The information provided is not meant to be a comprehensive discourse of the hazard but to provide the relevant information in the context of the audit findings.

Ozone Depleting Substances

Explanatory Notes

Ozone Depleting Substances consisting primarily of Chlorofluorocarbons (CFCs) are a group of synthetic organic compounds which are derivatives of simple hydrocarbons, such as Methane, Ethane etc, in which some or all of the hydrogen atoms are replaced by fluorine and chlorine atoms.

Hydrochlorofluorocarbons (HCFCs), which have low ozone layer depletion potential, are called transitional substances. Some of these substances have a relatively short atmospheric life, while others have a relatively long atmospheric life. Some are being used as interim alternatives to CFC refrigerants. The use of these HCFCs is to be discontinued by 2030.

Ozone depleting substances are commonly found within refrigerators, freezers, air conditioning systems and fire retardant systems.

Non-Ozone Depleting Substances (HFC) - Whilst not ozone depleting substances, Hydrofluorocarbons (HFC) are recognised as a 'Greenhouse gas'. Therefore, HFC are considered to have a similar environmental risk to HCFC.

BCF Fire Retardant Equipment - Fire retardant equipment containing BCF was phased-out in 1995, with a total ban on portable extinguishers and drenching systems in buildings. The only exceptions to the ban occur on aircraft and buildings used for aircraft maintenance.

Legislative Requirements

The serious loss of ozone from the upper atmosphere resulting in the potential increase in harmful ultraviolet radiation reaching the Earth's surface prompted an international response in 1985. Scientific investigations have established a link between gaseous compounds including Chlorofluorocarbons (CFC), Halons, carbon tetrachloride, methyl chloroform, and Hydrochlorofluorocarbons (HCFC) or mixtures of these used in refrigeration, fire retardants, solvents, aerosol propellants and in manufactured foams.

From the 1 January 1996, the Australian Commonwealth Government Ozone Protection Act 1989 placed significant restrictions on import, export or manufacture of ozone depleting substances.

Hydrofluorocarbons (HFC) are a group of compounds with no ozone depleting potential. However, they have significant global warming potential (greenhouse gases) and their use should be strictly managed to prevent atmospheric release.

Lead in Paint

Explanatory Notes

Lead carbonate (white lead) was once the principal white pigment in paints for houses and public buildings. Lead chromate (red in colour) was commonly used as a primer for commercial buildings and plant equipment.

From time to time, recommendations from the National Health and Medical Research Council (NH&MRC) have been adopted as legislation by the States. As a result, individual states have permitted different levels of lead in paint. Therefore, it is difficult to determine the amount of lead used in paints for individual buildings without analysis.

Lead paint products can be of any colour, and are typically used on external surfaces. Any paint that appears to be deteriorating, or aged, is sampled for lead content.

Legislative Requirements]

WHS legislation requires the Group to manage the risk that arises from the use, handling, removal and disposal of lead products.

The Code of Practice Managing Risks of Hazardous Chemicals provides additional information on the management of risks arising from hazardous chemicals such as lead.

From time to time, recommendations from the National Health and Medical Research Council (NH&MRC) have been adopted as legislation by the States. As a result, individual states have permitted different levels of lead in paint. Therefore, it is difficult to determine the amount of lead used in paints for individual buildings without analysis.

The Australian Standard (AS4361.2), *Guide to Lead Paint Management* - 1998 should be used for the management of lead based paint on non-industrial structures such as residential, commercial and public buildings.

The Commonwealth Work Health and Safety Regulations should be used to ensure the protection of workers involved in the removal of lead based paint. In the absence of appropriate Regulations, the National Occupational Health and Safety Commission (NOHSC) documents, *Control of Inorganic Lead at Work: National Standard* [1012 (1994)] and *National Code of Practice for the Control and Safe Use of Inorganic Lead at Work* [2015 (1994)], should apply.

Appendix D Asbestos Management Plan

Mildura Commonwealth Bank

REPORT

**ASBESTOS MATERIALS MANAGEMENT
PLAN**

Commonwealth Bank

Prepared for: Commonwealth Bank of Australia

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Appendices

Appendix A Asbestos Management Action Plan

Appendix B Asbestos Permit To Work

1 INTRODUCTION

Coffey Environments was commissioned by Commonwealth Bank of Australia to prepare an asbestos management plan for the aforementioned site.

A copy of the asbestos register and risk assessment is attached in APPENDIX A of the report.

2 PURPOSE

The purpose of an Asbestos Management Plan (AMP) is to provide guidelines for persons conducting a business or undertaking (PCBU) to comply with the Work Health and Safety Regulations 2011 - specifically Chapter 8 Asbestos, and prevent exposure to airborne asbestos fibres while Asbestos Containing Materials (ACM) remain in the workplace.

Where the evaluation process reveals a likelihood of exposure to asbestos fibres, all practicable steps will be taken to ensure that employees and others are not unnecessarily exposed.

3 SCOPE

This Asbestos Management Plan applies to all locations of the site in which asbestos containing materials have been identified as being present.

4 DOCUMENT RETENTION

This document (i.e. Register of Asbestos Materials and Asbestos Management Plan) is to be held at the workplace and in the Premise's Property File. This register and AMP is to be available for use by the following:

- Authorised Work Cover Inspectors;
- Property owners;
- Employers and workers;
- People intending to conduct business at the premises; and
- Health and Safety Representatives.

Any contractor or service person required to undertake works at the premises must examine the Register of Asbestos Materials and determine whether their work activity will involve handling, replacing or potentially disturbing the materials as noted in the register. If ACM is identified at the site then the Asbestos Management Plan (AMP) must also be referred to.

Should a contractor or service person handle, replace or carry out works that may disturb an item in the Asbestos Material Register, there must be compliance with all workplace regulations and procedures covering the handling of such materials.

If the person conducting a business or undertaking (PCBU) with management or control of a workplace relinquishes management or control of the workplace, the person must ensure that the Asbestos Materials Register Report is given to the person/s that will be assuming management or control of the workplace.

4.1 Re-inspection and Review Requirements

In accordance to Work Health and Safety Regulation 2011, if there is ACM or suspected ACM identified at the time of the survey, then a site specific AMP has to be compiled to outline the management practices for the ACM at the site. Re-inspections of the ACM should be as specified within the AMP.

The Asbestos Materials Register must be maintained and updated if the following circumstances:

- If the AMP is under review;
- If further ACM is identified at the premises;
- If ACM is removed or encapsulated; and or

If the condition of the ACM changes i.e. by being damaged physically or by weathering.

5 DEFINITIONS

Accredited Laboratory – means a testing laboratory accredited by NATA (National Association of Testing Authorities, Australia).

Air Monitoring means airborne asbestos fibre sampling to assist in assessing exposures and the effectiveness of control measures. Air monitoring includes exposure monitoring, control monitoring and clearance monitoring.

Note: Air monitoring is to be undertaken in accordance with the Guidance Note on the Membrane Filter Method for Estimating Airborne Asbestos Fibres [NOHSC: 3003 (2005)].

Airborne Asbestos Fibres means any fibres of asbestos small enough to be made airborne. For the purposes of monitoring airborne asbestos fibres, only respirable asbestos fibres (those fibres less than 3 µm wide, more than 5 µm long and with a length to width ratio of more than 3 to 1) are counted.

Note: Airborne asbestos fibres are generated by the mechanical disintegration of Asbestos-Containing Materials (ACM) and subsequent dispersion of the fibres into the air from activities such as mining and the use, removal and disposal of asbestos and ACM. Airborne dust has the potential to contain respirable asbestos fibres.

Asbestos means the fibrous form of mineral silicates belonging to the serpentine and amphibole groups of rock-forming minerals, including actinolite, amosite (brown asbestos), anthophyllite, chrysotile (white asbestos), crocidolite (blue asbestos), tremolite, or any mixture containing one or more of the mineral silicates belonging to the serpentine and amphibole groups.

Asbestos Cement (AC) means products consisting of sand aggregate and cement reinforced with asbestos fibres (e.g. asbestos cement pipes and flat or corrugated asbestos cement sheets).

Asbestos-Containing Material (ACM) means any material, object, product or debris that contains asbestos.

Action Level means the airborne concentration of a particular substance, which, if exceeded, indicates a need to implement a control, action or other requirement. Action levels are generally set at no more than half the National Exposure Standard (NES) for the substance. Action levels are occupational hygiene 'best practice', and are not health based standards.

Note: The first Action Level for Asbestos is set at 0.01 fibres/mL of air.

Asbestos Management Code means National Code of Practice *How to Manage and Control Asbestos in the Workplace (Safe Work Australia 2011)*

Asbestos Removalist means a person whose business or undertaking includes asbestos removal work or a self employed person whose work includes asbestos removal work.

Note: A Class A asbestos removal licence is required for the removal of any quantity of friable ACM. A Class B asbestos removal licence is required for the removal of 10m² or more of bonded asbestos.

Asbestos Removal Code National Code of Practice *How to Safely Remove Asbestos (Safe Work Australia 2011)*.

Asbestos Removal Control Plan – A site specific document to be prepared by the removal contractor based on the information in the National Code of Practice *How to Safely Remove Asbestos (Safe Work Australia 2011)*

Asbestos Waste means all removed ACM and disposable items used during the asbestos work, such as plastic sheeting used to cover surfaces in the asbestos work area, disposable coveralls, disposable respirators, and rags used for cleaning.

Asbestos Work Area means the immediate area in which work on ACM is taking place.

The boundaries of the asbestos work area must be determined by a risk assessment.

Note: The asbestos work area includes the boundaries of an enclosure or barriers set up to warn or restrict access to the area where the asbestos work is being undertaken.

Bonded asbestos material - means any material (other than friable asbestos material) that contains asbestos.

Clearance Inspection means a mandatory visual inspection carried out by an asbestos assessor or competent person to verify that an asbestos work area has been rendered free of visible asbestos contamination and is safe to be returned to normal use after work involving the disturbance of ACM has taken place. A clearance inspection must include a visual inspection, and may also include clearance air monitoring and/or settled dust sampling.

Clearance Monitoring means air monitoring using static or positional samples to measure the level of airborne asbestos fibres in an area following work on ACM. An area is 'cleared' when the level of airborne asbestos fibres is measured as being below 0.01 fibres/ml.

Competent Person (asbestos removal) means a person who has received specific training for asbestos removal from a Registered Training Organization (RTO) as well as sufficient knowledge, experience and skill and is working under the direction of a Certified Asbestos Removalist. The person must be directly engaged with the work and supervise the asbestos removal.

Note: A license may be required for some of the tasks described in this document as requiring a competent person.

Control Monitoring means air monitoring, using static or positional to measure the level of airborne asbestos fibres in an area during work on ACM. Control monitoring is designed to assist in assessing the effectiveness of control measures. Its results are not representative of actual occupational exposures, and should not be used for that purpose.

Exposure Monitoring means air monitoring to determine a person's likely exposure to a hazardous substance. Exposure monitoring is designed to reliably estimate the person's exposure, so that it may be compared with the NES.

Friable (Asbestos) means asbestos-containing material which, when dry, is or may become crumbled, pulverized or reduced to powder by hand pressure.

Note: This may include ACM that have been subjected to conditions that leave them in a state where they meet the above definition, such as weathering, physical damage, water damage etc.

Hazard means any matter, thing, process or practice that may cause death, injury, illness or disease.

HEPA - High Efficiency Particulate Arrester means a filtering system capable of trapping and retaining at least 99.97 percent of all monodispersed particles of 0.3 micron in diameter or larger.

In situ means fixed or installed in its original position, not having been moved.

Membrane Filter Method means the technique outlined in the NOHSC *Guidance Note on the Membrane Filter Method for Estimating Method Airborne Asbestos Fibres 2nd Edition* [NOHSC:3003 (2005)].

National Association of Testing Authorities, Australia (NATA) means the organisation that approves the method of sampling for airborne asbestos fibres, bulk sample analysis of asbestos-containing materials and hazardous materials inspections.

National Exposure Standard (NES) means an airborne concentration of a particular substance, within the worker's breathing zone, which according to current knowledge, should not cause adverse health effects or undue discomfort to nearly all workers. NES are established, from time to time, by the National Occupational Health and Safety Commission (NOHSC) and are published on the Safe Work Australia website.

Note: The NES for all forms of asbestos is 0.1 fibres/mL of air, measured using the Membrane Filter Method (MFM).

Personal Protective Equipment (PPE) means equipment and clothing that is used or worn by an individual person to protect them against, or minimise their exposure to, workplace risks. It includes items such as facemasks and respirators, coveralls, goggles, helmets, gloves and footwear, (refer to "Guide to the selection of respiratory protection" in the National Code of Practice *How to Safely Remove Asbestos (Safe Work Australia 2011)*).

Respirable Asbestos Fibre means a fibre of asbestos small enough to penetrate into the gaseous exchange regions of the lungs.

Risk means the likelihood of a hazard causing harm to a person.

Safe Work Australia is an independent statutory agency responsible to improve occupational health and safety and workers' compensation arrangements across Australia.

Note: In this document, risk relates to illness or disease arising from exposure to airborne asbestos fibres.

6 RESPONSIBILITIES

6.1 Principal Adviser Health & Safety (Corporate)

- Approve AMP
- Ensure compliance with AMP.

6.2 Building Manager

- Ensure resources are allocated to enable thorough application of AMP on site
- Ensure employees are made available for asbestos awareness training and asbestos removal work where applicable
- Ensure the Asbestos Material Register and AMP is maintained for the site
- Ensure contractors, employers or others who propose to dismantle any part of a building or essential plant, carry out work involving a part of the building or essential plant are given relevant details from the register or a copy of the register
- Ensure corporate and site procedures are implemented in accordance with national standards and legislative requirements.
- Provide primary point of contact for site related asbestos issues.

6.3 Supervisory Personnel

- Ensure persons involved with asbestos work have attended asbestos training or are appropriately qualified
- Ensure legislative requirements and appropriate procedures are complied with.
- Report immediately to supervisor any perceived asbestos risk

6.4 Site H&S Representative

- Identify and bring to the attention of appropriate employees any suspect material
- Ensure all contractors working on asbestos are aware of and meet the requirements of the AMP
- Review Asbestos Removal Control plan, safe work method statements (SWMS) and other documents produced by the certificated removalists.

6.5 Competent Person for Asbestos Removal Work

- Develop, review and approve asbestos removal health and safety plans, work method statements and JSEAs
- Supervise and consult with workers on all asbestos removal works
- Ensure all workers involved in major and minor asbestos removal works are trained

- Ensure compliance with all legislative requirements on all asbestos removal projects
- Conduct asbestos removal work safety inspections regularly

6.6 Contractors

- Bring to the attention of the Building Manager any suspected asbestos material
- Submit risk assessment and Safe Work Method Statements when performing asbestos removal work
- Develop a site-specific asbestos removal control plan prior to performing the asbestos removal work
- Undergo site induction
- Refer to AMP and site Asbestos Materials Register for guidance to identify, manage and remove asbestos
- Ensure no asbestos is removed or disturbed without prior notification to the Building Manager
- Ensure legislative requirements and appropriate procedures are complied with.
- Upon job completion ensure all products are labelled using the correct identification stickers
- Report immediately to supervisor any perceived asbestos risk

6.7 Employees & Tenants

- Comply with the Site AMP and any associated procedures
- Ensure no asbestos is removed without prior notification to the Building Manager
- Report asbestos related hazards to the Building Manager or Site H&S representative

7 RISK ASSESSMENT

Coffey Environments adopts the following risk assessment algorithm based on the United Kingdom's 'Method for the Determination of Hazardous Substances (MDHS) 100' in order to assess the risks associated with individual asbestos containing materials identified;

Variable	Score	Example of score variables
Asbestos Fibre Type	0	No asbestos
	1	Chrysotile
	2	Amphibole asbestos (excluding Crocidolite)
	3	Crocidolite
Surface Treatment	0	Composite materials, vinyl floor tiles, reinforced plastics, mastics & resins
	1	Enclosed laggings, sprays, low density board with exposed face sealed and cement sheets
	2	Unsealed low density board or encapsulated lagging/spray or cement debris
	3	Unsealed thermal insulation, lagging/spray
Product Type	0	No asbestos detected
	1	Composite materials, vinyl floor tiles, reinforced plastics, mastics & resins, cement products, semi ridged paints / decorative finishes
	2	Low density board, millboard, asbestos textiles, gaskets, ropes, woven textiles, paper and felts
	3	Thermal insulation, lagging, sprayed asbestos, asbestos mattresses and packing, loose asbestos

Total material assessment score = (1+2+3+4).

Should no asbestos be detected then the Register will indicate a material risk of 0.

Coffey Environments adopt the following location assessment algorithm in order to assess the risks associated with individual asbestos containing materials identified;

Variable	Score	Example of score variables
Condition	0	No visible damage
	1	Few scratches / marks broken edges etc
	2	Significant breakage / many areas of damage revealing loose asbestos fibres
	3	High damage / visible debris
Likelihood of Disturbance	0	Usually inaccessible or unlikely to be disturbed
	1	Occasionally likely to be disturbed
	2	Easily disturbed
	3	Routinely disturbed

Total risk assessment score = Sum 1+2+3+4+5

Should no asbestos be detected then the Register will indicate a material risk of 0.

Risk Score

Risk Score	2 - 4	Very Low Risk
	5 - 7	Low Risk
	8 - 11	Medium Risk
	12 - 15	High Risk

7.1 Risk Assessment Review

The risk assessment of the ACM is to be reviewed when:

- The AMP is reviewed;
- Further asbestos or ACM is identified at the Workplace;
- There is evidence that control methods are not effective;
- A significant change is proposed for the workplace or for work practices or procedures relevant to the risk assessment such as major refurbishment or demolition;
- There is a change in the condition of the ACM;
- The asbestos material has been removed from or disturbed, enclosed or sealed.

The frequency of the inspections will also take into consideration whether the ACM:

- Has a high propensity to release airborne asbestos fibres;
- Is in poor condition;
- Is likely to be damaged or further deteriorate;
- Likely to be disturbed due to work practices in the Workplace;
- Is in an area where workers are exposed to the material.

In any case a risk assessment review for asbestos is to be conducted at least once every five years to ensure it is kept up-to-date. This is to be organised by PCBU with management or control of a workplace and must be performed by a Competent Person.

Should materials of unknown composition, or materials suspected of containing asbestos be encountered on site and are not documented in the existing asbestos register, such materials should be treated as if they are ACM until sampled and NATA accredited laboratory analysis confirms otherwise.

ACTIONS FOR ASBESTOS MATERIALS

Following the assessment for both asbestos containing materials an action score is assigned. For asbestos containing materials this will be assigned according to the risk score associated with the material.

Action

A1	Action 1	Restrict access and remove
		<p>As a guide, the material conforms to one, or more, of the following:</p> <ul style="list-style-type: none"> Friable or poorly bonded to substrate, located in accessible areas Severely water damaged, or unstable Further damage or deterioration likely Friable asbestos material located in air conditioning ducting Asbestos debris and stored asbestos in reasonably accessible areas <p>Post removal of A1 item, update Asbestos Materials Register and Asbestos Management Plan</p>
A2	Action 2	Enclose, encapsulate or seal and Label – Re-inspect according to Asbestos Management Plan
		<p>As a guide, the material conforms to one, or more, of the following:</p> <ul style="list-style-type: none"> Damaged material In reasonably accessible area Friable material or poorly bonded to substrate, with bonding achievable Possibility of disturbance through contact Possibility of deterioration caused by weathering <p>Post encapsulation of A2 item, update Asbestos Materials Register and Asbestos Management Plan</p>
A3	Action 3	Remove during refurbishment or maintenance and Label – Re-inspect according to Asbestos Management Plan
		<p>As a guide, the material conforms to one, or more, of the following:</p> <ul style="list-style-type: none"> Asbestos debris or stored material in rarely accessed areas Further disturbance or damage unlikely other than during maintenance or service Readily visible for further assessment Asbestos CAF Gaskets Asbestos friction materials and brake linings
A4	Action 4	No remedial action, Label – Re-inspect according to Asbestos Management Plan
		<p>As a guide, the material conforms to one, or more, of the following:</p> <ul style="list-style-type: none"> Firmly bonded to substrate and readily visible for inspection Inaccessible and fully contained Stable and damage unlikely

A Risk Assessment has been conducted by Coffey Environments Australia Pty Ltd and is attached in APPENDIX A of the report - the register. The risk assessment is scheduled to be updated to conform with the above criteria at the next asbestos inspection.

8 CONTROLLING ASBESTOS RISK

Control measures will be implemented based on the level of risk of exposure to asbestos containing materials. The control measures must be aimed at eliminating risk arising from ACM and prevent exposure to airborne asbestos fibres.

After elimination of the risk, the methods adopted should follow the remaining levels within the hierarchy of controls.

Elimination/Removal

Removal is the preferred control option because it removes the hazard from the workplace. The removal process does pose an increased risk to personnel engaged in the removal.

Asbestos Removal work is to be performed by a certified Asbestos Removalist, with the appropriate licence according to the type of ACM being removed. Asbestos removal work must be conducted in accordance with the National Code of Practice How to Safely Remove Asbestos (Safe Work Australia 2011).

Encapsulation/Sealing

Encapsulation refers to the coating of the outer surface of the ACM by the application of some form of sealant compound that usually penetrates to the substrate and hardens the material. Sealing is the process of covering the surface of the material with a protective coating impermeable to asbestos. Either of these options helps protect the asbestos from mechanical damage and is designed to reduce the risk of exposure by preventing the release of asbestos fibres into the airborne environment. This control method is not considered to be an acceptable alternative to repairing or removing severely damaged asbestos materials.

Enclosure/Isolation

This method involves installing a barrier between the ACM and adjacent areas. This inhibits further mechanical damage to the asbestos and some friable products may be candidates for enclosure if removal is not an option. The type of barrier installed may include plywood or sheet metal constructed as boxing a cladding around the asbestos.

Safe Work Practices/Administration

The asbestos register for the site is available and must be consulted prior to commencing work, if that work could result in the generation of airborne asbestos fibres. If, after consultation with the register and conducting a risk assessment, it is determined that the type of work and the location of work to be performed would result in an unacceptable level of risk, other controls are required to be implemented.

Personal Protective Equipment (PPE)

The PPE requirements for work involving ACM are to be based on the relevant risk assessment conducted by a suitably qualified person. Section 4.5 and Appendix B of the National Code of Practice *How to Safely Remove Asbestos (Safe Work Australia 2011)* must be consulted to determine the PPE needs, as well as AS/NZS 1715-1994 Selection, Use and Maintenance of Respiratory Protective Devices and AS/NZS 1716-2003 Respiratory Protective Devices. Protective clothing and equipment is to be worn at all times during work in the asbestos work area, prior to the final clearance inspection. Any PPE worn during asbestos disposal is to be treated as asbestos waste and disposed of in the approved waste bags. The laundering of contaminated protective clothing in workers' homes is strictly prohibited.

The following information should be used as a guide when determining the correct control method for effective ACM management.

- If the ACM is friable and not in a stable condition, and there is a risk to health, it must be removed by a licensed asbestos removalist as soon as practicable.
- If the ACM is friable but is in a stable condition and is accessible, consideration should be given to its removal. If removal is not immediately practicable, short term control measures, such as sealing and enclosure, may be used until removal is possible.
- If the ACM is not friable and is in a good stable condition, minimizing disturbance and encapsulation may be appropriate controls.
- Any remaining ACM is to be clearly labelled, according to the National Code of Practice *How to Manage and Control Asbestos in the Workplace (Safe Work Australia 2011)*, where possible, and regularly inspected to ensure it is not deteriorating or otherwise contributing to an unacceptable health risk.

ACM need to be removed prior to demolition, partial demolition, decommissioning, renovation or refurbishment if it is determined that they are liable or likely to be disturbed by those works.

9 ASBESTOS CONTAINING MATERIALS REGISTER

The accuracy and currency of the Register will be confirmed and updated on a regular basis by conducting site inspections of each asbestos area, or areas where asbestos removal or damage has occurred.

The register is to provide the following information on asbestos identified or presumed in the workplace, as well as items confirmed as asbestos-free:

1. Description of the building
2. Date of assessment and name of assessor
3. Register data input date
4. Location of ACM within the building
5. Form of material (tiles, gaskets, sheeting, etc)
6. Asbestos Type (based on analysis)
7. Present condition of material
8. Data source
9. Potential risk to occupants (low, medium or high)
10. Modifications to items
11. Responsible officer for modifications
12. Date of modification
13. Asbestos free items needed to be identified separately and the actual fibre type, determined through analysis, needs to be stipulated.

The person with management or control of a workplace must ensure the Asbestos Materials Register will be made available to;

- a worker who has carried out, carries out, intends to carry out work at the workplace;
- health and safety representatives of workers that carry out, or intend to carry out work at the workplace;
- a PCBU who has carried out, carries out, intends to carry out work at the workplace;
- a PCBU who has required, requires, or intends to require work to be carried out at the workplace.

The person with management or control of a workplace must advise workers of the register and if there is asbestos present, or if any other activity may cause exposure to the asbestos.

10 MANAGING IN SITU ASBESTOS

The management of in-situ ACM is important to ensure ACM are not disturbed or deteriorate to such an extent that staff and tenants, external contractors or visitors are unnecessarily exposed to airborne asbestos fibres.

The requirements of the contractor site induction will aid in the management of in situ ACM. Asbestos materials works issues should also be incorporated into building works contracts, designed to ensure any asbestos materials on, or in the Subject Site are dealt with in the appropriate manner.

Asbestos Identification

Products suspected of containing asbestos and requiring identification are to be referred to the Building Manager who will arrange for sample analysis to be undertaken.

WHEN IN DOUBT TREAT THE PRODUCT AS ASBESTOS CONTAINING MATERIAL UNTIL IDENTIFIED AS OTHERWISE.

The results of all samples analysed for asbestos identification will be recorded on the Asbestos Materials Register.

Asbestos Monitoring

Monitoring is to occur before, during and after planned asbestos removal work in accordance with the asbestos removal control plan.

Asbestos Material Labelling and Signage

A labelling system should be implemented by the PCBU with management or control of a workplace throughout The Subject Site to clearly identify and provide warning of the presence of ACM at the workplace:

- Labels are to be placed on items of ACM identified or presumed and any ACM enclosed or inaccessible;
- The positions and number of labels required should be determined by a Competent Person. The location of labels should be consistent with the locations in the Register; and
- Warning labels are to be in a location that will alert persons not to disturb the material without the correct training.

If it is not practicable to label the asbestos directly a prominent warning sign must be posted in its immediate vicinity. All warning signs must comply with AS 1319 *Safety Signs for the Occupational Environment* and the National Code of Practice *How to Manage and Control Asbestos in the Workplace* (Safe Work Australia 2011). Examples of standard warning labels and signs for asbestos are illustrated below:



Signs should be placed at all main entrances to the work areas where asbestos is present.

Record Keeping

The PCBU with management or control of a workplace shall maintain detailed records of all activities and work permits relating to asbestos works which have been undertaken on the Subject Site. The records kept should include:

- Copies of all asbestos survey reports, including updates and amendments
- Copies of all permit to work documents
- Site induction records pertaining to the information disseminated to contractors
- prior to conducting work onsite
- Induction records pertaining to the information disseminated to employees regarding the presence of asbestos onsite
- Records of any removal or other asbestos related works onsite
- Clearance certificates indicating areas are safe to reoccupy after asbestos removal works
- Asbestos fibre air monitoring results
- All versions of the asbestos register

- Records dealing with Regulated and Trackable Waste and landfill disposal documentation.

Re-inspections

Re-inspections of ACM remaining on site are to be conducted by a Competent Person only. Such re-inspections will comprise a visual assessment of the condition of the materials to determine whether the material remains in a satisfactory condition, or if deterioration has occurred since the previous inspection. Such re-inspections will determine if any remedial action, such as encapsulation, isolation or removal of the ACM, is required. A re-inspection is to be conducted at least once every five years to ensure it the Register kept up-to-date.

Normally, re-sampling of materials would not be required during re-inspections. If, however, previously unidentified or undocumented ACM, or materials suspected of containing asbestos, are encountered during the re-inspection process, sampling and analysis will need to be performed. The Register will be updated and re-issued at the completion of the re-inspection work.

11 SAFE WORK PRACTICES

11.1 General

Prior to any works such as demolition, major refurbishment, decommissioning, renovation or maintenance, the PCBU with management or control of a workplace must:

- Review the Asbestos Register;
- Provide a copy of the Asbestos Register to the person carrying out the work; and
- Ensure Asbestos that is likely or liable to be disturbed is identified and, so far as is reasonably practicable removed.

The PCBU with management or control of a workplace must, if the Register is deemed inadequate having regard to the proposed demolition or refurbishment, ensure that the Register is revised. This should be addressed by having an 'Intrusive Sampling' Pre-demolition / Major Refurbishment Asbestos Survey of the specified areas or buildings undertaken by a Competent Person.

All ACM identified within the updated Register that may be impacted upon by the proposed works must be removed under controlled conditions prior to the commencement of the works by an appropriately licensed asbestos removal contractor. Work involving the removal of asbestos is to be conducted as per the guidelines in the National Code of Practice *How to Safely Remove Asbestos (Safe Work Australia 2011)*.

If unknown materials, or undocumented materials suspected of containing ACM are encountered during building works, such materials are to be treated as if they contain asbestos and any work that would impact on that material must immediately cease, pending sampling by a competent person and analysis by a NATA accredited laboratory. This will allow Commonwealth Bank of Australia to determine what, if any, control methods may be required.

Any external contractor contracted by Commonwealth Bank of Australia to perform works on or in the Subject Site where ACM may be present, should, prior to commencing work, undergo a site induction. Such an induction is designed to alert the contractor to the possible presence of ACM, and the various issues associated with working with asbestos materials. The asbestos register and AMP for the building should be consulted in the presence of the contractor during the site induction to determine if any asbestos materials are at risk of being disturbed as a result of the proposed works. If this is suspected to be the case, the contractor engaged is to ensure that an appropriately licensed asbestos removalist performs the asbestos removal work.

11.2 Maintenance Procedures

Minor maintenance tasks that may involve ACM at the Subject Site are to be addressed under controlled conditions to prevent and minimise the risk of airborne asbestos fibres to the maintenance staff themselves and any other person.

For undertaking minor asbestos maintenance, the National Code of Practice *How to Safely Remove Asbestos (Safe Work Australia 2011)* has procedures for certain maintenance tasks and they must be followed as per the Code of Practice. These maintenance tasks may include but are not limited to:

- The Drilling of Asbestos Containing Materials;
- Sealing, Painting, Coating of Asbestos Cement Products;

- Cleaning Leaf Litter from Gutters of Asbestos Cement Roofs;
- Replacing Cabling in Asbestos Cement Conduits or Boxes;
- Working on Electrical Mounting Boards (Switchboards) Containing Asbestos; and
- Inspection of Asbestos Friction Materials.

11.3 Asbestos Permit to Work

If it is determined, after consultation with the asbestos register, that ACM is present in the vicinity of the planned works, an Asbestos Permit to Work (PTW) will be required.

The Asbestos PTW is designed to ensure appropriate work practices are employed in the vicinity of ACM. The Asbestos PTW will document what ACM is to be removed, encapsulated or otherwise protected prior to the contracted maintenance or building works proceeding. The Asbestos PTW will also indicate other requirements such as the need for personal protective equipment (PPE), barricading and airborne fibre monitoring.

An Asbestos PTW will only be issued to competent, licensed (class A or B) asbestos removalists. When the work is completed, the permit will be signed and returned to the permit officer who will cancel it after ensuring that a clearance certificate is provided. The Building Manager will retain copies of all Asbestos PTW removal plans, JSEAs and work method statements with the site asbestos register.

Refer to APPENDIX B for an example of an Asbestos Permit to Work Form.

11.4 Tools and Equipment

Tools and equipment to be used for asbestos removal work are required to generate a minimum amount of airborne fibres during use. High-speed abrasive power or pneumatic tools such as angle grinders, sanders, saws, and high-speed drills MUST NEVER be used. Hand tools only are permitted.

At the end of the removal work all tools are to be either:

- Decontaminated (i.e. fully dismantled and cleaned under controlled conditions)
- Placed in a sealed container and used only for asbestos removal work
- Disposed of as asbestos waste

11.5 Prohibited Practices

Work practices that are prohibited include:

- Work practices in the vicinity of asbestos materials that may disturb or, damage the material, cladding, enclosure, sealant or containment barrier;
- Workers using a high pressure water process to clean an asbestos product or to clean up debris from an asbestos product;
- Workers using compressed air to clean an asbestos product or a surface where debris from an asbestos product is present.

12 ASBESTOS REMOVAL

12.1 General

A detailed site specific Asbestos Removal Control Plan is to be developed by the asbestos removalist prior to commencing the ACM removal work and a copy must be given to the person who commissioned the work and be readily accessible on-site to PCBU, workers, their health and safety representatives and any occupants. Any ACM removal work shall be performed by a reputable, licensed asbestos materials removalist, in accordance with the National Code of Practice *How to Safely Remove Asbestos (Safe Work Australia 2011)*. Where applicable the regulator will be notified in writing five days prior to the commencement of the works.

The Asbestos Removalist is also required to prepare a work method statement / job safety and environment analysis specific to the proposed removal job. The document must detail the way the work is to be performed, the specific control measures to be used, how they will be implemented and how their effectiveness is to be monitored and reviewed.

The removal of ACM will require an asbestos removal work area set up appropriate to the level of risk outlined in the risk assessment to ensure that the workplace exposure limits are not breached.

Asbestos warning tape and warning signs are to be displayed.

12.1.1 Licence requirements for asbestos removal work

It is a requirement that a Class B licensed contractor is engaged to remove any amount of bonded ACM greater than 10m². This license does not permit removal of friable asbestos.

It is a requirement that a Class A licensed contractor is engaged to remove any quantity of friable ACM or bonded ACM greater than 10m².

However, it is recommended that an appropriately licensed contractor is utilised to remove all ACM's.

Asbestos Removalists must also have a current Workers Compensation Insurance and Public Liability Policies.

12.2 Removal Procedures

Work Procedures (depending on the type of ACM being removed and whether it is bonded or friable), are to ensure that exposure to airborne asbestos fibres is minimized and remain under the control levels and exposure standards.

The National Code of Practice *How to Safely Remove Asbestos (Safe Work Australia 2011)* details procedures to be strictly followed when materials are removed:

12.3 Asbestos Removal Control Plan

The asbestos removalist is to develop a site-specific control plan before commencing any asbestos removal work. The asbestos removal control plan is to include specifications and/or drawings addressing at least all of the items, which are relevant to the particular removal job. Additional information should be included for each individual removal job as necessary. The asbestos removal control plan is to be provided to the Building Manager for review and consent.

The following information is to be included in the asbestos removal control plan for buildings, structures, plant and equipment as described in the National Code of Practice *How to Safely Remove Asbestos (Safe Work Australia 2011)*.

Information to be included in the asbestos removal control plan	Buildings and Structures	
	Friable	Non-friable
Notification. Notification requirements have been met and required documentation will be on site (e.g. removal licence, control plan, training records)	Yes	Yes
Identification. Details of asbestos to be removed (e.g. the locations, whether asbestos is friable/ non-friable, its type, condition and quantity being removed)	Yes	Yes
Preparation. Consult with relevant parties (health and safety representative; workers; person who commissioned the removal work, licensed asbestos assessors)	Yes	Yes
Assigned responsibilities for the removal	Yes	Yes
Program commencement and completion dates	Yes	Yes
Emergency plans	Yes	Yes
Asbestos removal boundaries, including the type and extent of isolation required and the location of any signs and barriers	Yes	Yes
Control of other hazards including electrical and lighting installations	Yes	Yes
PPE to be used including RPE	Yes	Yes
Removal. Details of air-monitoring program Control and clearance	Yes	May be required
Waste storage and disposal program	Yes	Yes
Method for removing the asbestos (wet and dry methods)	Yes	Yes
Asbestos removal equipment (e.g. spray equipment, asbestos vacuum cleaners, cutting tools)	Yes	Yes
Details of required enclosures, including their size, shape, structure etc, smoke testing enclosures and the location of negative pressure exhaust units	Yes	No
Details on temporary buildings required by the asbestos removalist (e.g. decontamination units) including details on water, lighting and power requirements, negative pressure exhaust units and the locations of decontamination units	Yes	May be required
Other risk control measures to prevent the release of airborne asbestos fibres from the area where asbestos removal is undertaken	Yes	Yes
Decontamination. Detailed procedures for workplace decontamination, the decontamination of tools and equipment, personal decontamination and the decontamination of non-disposable PPE and RPE	Yes	Yes
Waste Disposal. Method of disposing of asbestos waste, including details on: the disposal of protective clothing	Yes	Yes

Information to be included in the asbestos removal control plan	Buildings and Structures	
	Friable	Non-friable
the structures used to enclose the asbestos removal area		
Clearance Inspection. Name of the independent licensed asbestos assessor or competent person engaged to conduct air monitoring (if any)	Yes	Yes
Air monitoring.	Yes	May be required
Consultation. Consult with any people who may be affected by the removal work, including neighbours	Yes	Yes

12.4 Communications

The removal of ACM on site requires certain people to be informed of the processes involved. This communication will ensure those involved and impacted upon will have a better understanding of the process.

Prior to any licensed asbestos removal work being carried out at a workplace, the licensed asbestos removalist must inform the person with management or control of the workplace about the work and the date it is to commence.

The person with management or control of the workplace must then ensure the following persons are told that the asbestos removal work is to be carried out and when the work is to commence:

- the person’s workers and any other persons at the workplace;
- the person who commissioned the asbestos removal work;
- anyone conducting a business or undertaking at or in the vicinity of the workplace;
- anyone occupying premises in the immediate vicinity of the workplace.

Small Asbestos Removal Job (Class B Licensed Work)

A job that may require only a few items, that is small in size, low in risk, and in a location that has minimal or no disruption to occupants of the building/plant area, to be removed. This information will be based on the risk assessment of the job. It will have, visible asbestos warning barricading.

1. Information given is to include size, location, risk, removal dates, removal method and any other special precautions.

Major Asbestos Removal Job (Class A Licensed Work)

A job that requires more than a few items or large areas of ACM to be removed. It may be of moderate/significant or high risk, is in a location that will cause disruption to the building/plant area occupants during the removal process and is to include visible asbestos warning barricading and signage.

1. The Building Manager is to conduct a meeting with all relevant parties. Topics discussed are to include relevant details of the job:
 - the asbestos removal control plan,
 - areas/locations affected,
 - times and dates of removal,
 - safety precautions,
 - risk of the materials being removed,
 - areas that will be closed during the removal, and
 - risks and health effects of exposure to asbestos.
2. This meeting is to be held well in advance of the actual asbestos removal.
3. Regular inspections of the asbestos removal work are to be conducted by the competent person.
4. A record of the topics discussed as well as of those in attendance is to be kept and copies of the checklists are also to be kept.

12.5 Project Supervision

Prior to the removal of any high risk ACM a Licensed Asbestos Assessor or Competent Person, with experience in asbestos materials removal works, shall be engaged, at the cost of the project, to work independently of the asbestos removal contractor. The assessor will be responsible for ensuring the asbestos materials removal contractor achieves a satisfactory level of workmanship, and complies fully with statutory requirements and the requirements of the technical specification.

Commensurate with the above requirements, the specific duties of the supervising assessor may include:

- Inspection of the integrity of the containment prior to commencement of asbestos removal works;
- Inspection of the asbestos materials removalist's equipment, including but not limited to decontamination and negative air units, water filtration systems, vacuum equipment, personal protective equipment (PPE);
- Assessment of the asbestos removalist's work methods, use and maintenance of PPE/RPE and decontamination procedures;
- Clearance visual inspection of the work area after the removal of ACM to ensure the ACM has been removed to a satisfactory standard; and
- Organising air monitoring and developing the air monitoring requirements for the particular ACM removal.

The Project Manager is to notify the Site Manager, Workers, Health and Safety Representatives, Contractors, Building Occupants and others providing details of the date, time and location of the removal works before they start as well as ensuring the Asbestos Removal Control Plan is adequate for the works to be undertaken.

12.6 Air Monitoring

It is recommended that air monitoring should be performed whenever ACM are being removed, to ensure the control measures are effective.

A competent person, who is independent from the person responsible for the removal work, should determine all air monitoring requirements.

Air monitoring should be performed in accordance with the NOHSC Guidance Note on the Membrane Filter Method for Estimating Airborne Asbestos Fibres [NOHSC:3003 (2005)].

The monitoring program will address:

- The location, rate and frequency of sampling;
- Whether is necessary to monitor air quality in areas adjacent to, above and below the asbestos work area, taking account of the potential exposures of occupants of these areas: and
- Whether additional routine air sampling is warranted in (for example) nearby high occupancy areas.

A documented air-monitoring program is to be developed. The air-monitoring program is to include requirements for clearance monitoring. An air-monitoring program is recommended for the removal of non-friable ACM, as it is good occupational hygiene practice.

Asbestos removal work must not commence until the air monitoring has commenced.

If an enclosure is used, air monitoring is to occur:

- Prior to any work (background monitoring);
- At least daily at the boundary of the asbestos work area;
- As part of preliminary clearance monitoring, following a satisfactory visual inspection;
- During dismantling of the enclosure, and
- As part of the final clearance inspection.
- If an enclosure and a decontamination unit are used, air quality must be monitored at the following locations:
 - The clean side of the de contamination unit;
 - The change area;
 - The lunch room (where applicable)
 - The laundry; and
 - The surroundings of the asbestos work area including in the vicinity of the negative are exhaust (where possible).

Note: air monitoring of the exhaust from the extraction unit is a specialised task. The membrane filter method (FMF) is unsuitable, because the results obtained do not always truly reflect actual fibre concentrations in the exhaust air, and air monitoring devices should not be positioned at the exit point of a negative pressure exhaust air unit, because this can lead to unwarranted confidence in the filter's integrity.

The results of all air monitoring are to be provided to all relevant parties as soon as possible and must be before the commencement of the next removal shift.

12.6.1 Action Levels for monitored airborne asbestos fibres.

Asbestos air monitoring is *mandatory for all friable removals (e.g. CAF Gaskets, Insulation)* and should be undertaken by an independent licensed asbestos assessor. Air monitoring is also to be considered when more than 10m² of bonded ACM is removed to ensure control methods are adequate and also where the removal is being undertaken in or next to a public location.

'Action levels' are airborne asbestos fibre concentrations which, if exceeded, indicate there is a need to review current control measures or take other action.

Throughout the duration of the removal work works air test results should return results below 0.01 fibres/ml.

The table below shows the actions to be taken should the fibre levels exceed the action level of 0.01 fibres/ml.

Action level (fibre/ml)	Control / Action
< 0.01	Continue with control measures
≥ 0.01 ≤ 0.02	Review control measures, investigate cause and implement controls to minimise further release
≥ 0.02	Stop removal work and notify the regulator. Investigate cause including enclosure & equipment where present and clean immediate area. Do not recommence work until air test results return readings of < 0.01 fibres/ml

12.7 Clearance Inspection

Following all asbestos removal activities an occupational hygienist is to inspect the area to check that all visually identified asbestos containing materials have been removed to an appropriate standard. Following a satisfactory inspection and satisfactory asbestos air monitoring results an asbestos clearance certificate is to be issued.

The clearance inspection is to follow the below procedure for all friable asbestos removal projects:

Stage 1: Preliminary check of site condition and job completeness;

Stage 2: A thorough visual inspection inside the enclosure/work area;

Stage 3: Air monitoring;

Stage 4: Final assessment post-enclosure/work area dismantling.

Note: Minor projects involving bonded asbestos may only require a thorough visual inspection.

12.7.1 Stage 1 – Preliminary check of site condition and job completeness

The purpose of this inspection is to check for obvious signs of contamination arising from the work; either through leaks in the enclosure, burst waste bags or debris from inadequate decontamination procedures.

The inspector is to systematically assess the area outside the removal enclosure for:

- for the presence of any visible asbestos debris left around the waste bin or on the path from the removal area to the waste bin;
- the integrity of the enclosure should also be checked. If any asbestos debris is found in the surrounding areas it should be cleared up immediately by the contractors. Any breach in the integrity of the enclosure should be repaired before Stage 2 is started. The inspector should make sure that the air extraction equipment is in situ and in operation. Air extraction equipment should be switched off just before starting the Stage 3 air monitoring and should not be removed until the third stage of the site certification procedure has been completed and the enclosure is being dismantled; and
- for the presence of fine settled dust.

The inspector should be accompanied during the thorough visual inspection by a representative of the removal contractor, who can rectify any minor problems found.

Once the inspector has completed the preliminary inspection and no evidence of asbestos materials can be identified within the inspection area, the preliminary visual inspection is considered complete.

12.7.2 Stage 2 – Thorough Visual Inspection of the Work Area (Inside the Enclosure)

The inspector is to systematically assess the area inside the removal enclosure for:

- the completeness of the removal of the ACMs from the underlying surfaces;
- for the presence of any visible asbestos debris left inside the enclosure and airlocks or work area;
- for the presence of any visible asbestos debris left around the waste bin or on the path from the removal area to the waste bin; and
- for the presence of fine settled dust.

The inspector should be accompanied during the thorough visual inspection by a representative of the removal contractor, who can rectify any minor problems found.

Once the inspector has completed an inspection and no evidence of asbestos materials can be identified within the inspection area, the visual inspection is considered complete.

Health and Safety Laboratory UK - HSG 248 Asbestos: The analysts' guide for sampling, analysis and clearance procedures 2005 also provides useful information regarding clearance procedures.

12.7.3 Stage 3 – Asbestos Air Monitoring

Stage 3 will not commence until a satisfactory Stage 2 inspection is undertaken.

The inspector is to select suitable locations within the work area for representative air monitoring to be undertaken. The monitoring locations are to be within the asbestos removal area. The aim of the air monitoring is to assess the area with respect to airborne asbestos fibres. Asbestos air monitoring is used to assess human health risk. Selection of location and number of air monitoring locations will be undertaken by assessing the following:

- the size of the area being assessed;
- location and size of decontamination facilities;
- location and size of waste storage/removal area;
- the type of material being removed; and

- the accessibility of the removal area.

12.7.4 Stage 4 – Final assessment Post Enclosure/Work Area Dismantling.

Stage 4 will not commence until Stages 1 – 3 produce satisfactory results.

Once the enclosure (or work area) has passed the visual inspection (Stage 2) and air monitoring (Stage 3), the enclosure can be dismantled. Under normal circumstances the inspector will probably remain on site during dismantling (unless the deconstruction is not to take place for some time). If the analyst is close to the dismantling work, appropriate PPE should be worn as trapped pockets of asbestos could be released during the physical disturbance.

Reassurance sampling (air monitoring and surface sampling) is to be carried out after the dismantling procedure to check for any release of airborne asbestos or contaminated surfaces. After the enclosure has been removed, the analyst should visually inspect the area to ensure it is clean. At this stage the inspector is looking for obvious asbestos debris such as from the sheeting of the enclosure as it was dismantled or from debris which has been missed during cleaning. The inspector should also re-inspect the waste route and transit route for asbestos debris.

Following a satisfactory Stage 4 assessment and satisfactory air monitoring results a clearance certificate is to be issued.

13 WASTE REMOVAL AND DISPOSAL

13.1 Waste Disposal Program

An asbestos removalist should design the route for removal of the asbestos waste bags or containers through the asbestos removal work area prior to commencement of the asbestos removal work. Only unused bags and heavy-duty 200 µm (minimum thickness) polythene sheeting can be used. Bags labelled for asbestos waste should not be used for any other purpose.

Extracted from Section 4.8 of The National Code of Practice *How to Safely Remove Asbestos (Safe Work Australia 2011)*.

A waste disposal program should be developed, taking account of:

- the containment of waste so as to eliminate the release of airborne asbestos fibres;
- details of any asbestos or ACM to be left in-situ;
- the types of fittings and supports and whether removal and disposal of these items is part of the work specifications;
- the location and security of waste storage on site;
- the transport of waste within the site and off site;
- the location of the waste disposal site;
- ensure that the proposed location for the storage and asbestos removal work area and the surrounding area will be unoccupied for the duration of the removal;
- approvals needed from the relevant local disposal authority;
- any local disposal authority requirements that may apply to the amount and dimensions of asbestos waste.

Loose asbestos waste should not be allowed to accumulate within the asbestos work area.

Asbestos waste may be collected and disposed of in an asbestos waste bag, a drum or bin or a waste skip.

The asbestos waste must be disposed of as soon as reasonably practicable. If asbestos waste cannot be disposed of immediately (e.g. because of volume requirements for disposal), it should be stored in a solid waste drum, bin or skip and sealed and secured upon the completion of each day's work so that unauthorised access is prevented.

13.2 Waste bags

All asbestos waste shall be double bagged, using 200 µm (0.2 mm) thick polyethylene bags.

It is recommended that a maximum bag size of 1200 mm (length) x 900 mm (width) be used. Bags should be filled to no more than 50 per cent capacity, and contents should be wet before sealing.

Consistent with good manual handling practice, bags should not exceed 16 kg in weight. Hard and sharp asbestos waste requires preliminary sealing or a protective covering before it is placed in the waste bags, to minimise the risk of damage to the bags.

The external surface of each bag should be cleaned to remove any adhering dust before the bag is removed from the asbestos work area.

All asbestos waste should be double bagged outside the work area immediately following the decontamination process.

The bags should then be twisted tightly, folded over and the neck secured in the folded position with adhesive tape or any other effective method.

Each bag shall be labelled in accordance with Globally Harmonised System of Classification and Labelling of Chemicals (GHS) requirements on its outermost surface, with the following warning statement:

DANGER
ASBESTOS WASTE
DO NOT INHALE DUST
MAY CAUSE LUNG CANCER

Only new unused bags should be used, and bags marked for asbestos waste should not be used for any other purpose.

The routes used for removing waste from the asbestos work area should be designated in the asbestos removal control plan before the commencement of each removal. The methods used to transport wastes through a building should be determined by a competent person following discussions with the asbestos removalist. In occupied buildings, all movements of waste bags should be outside normal working hours.

Once the waste bags have been removed from the asbestos work area, they should either:

- be placed in a solid waste drum, bin or skip; or
- be immediately removed from the site by an EPA approved and licensed carrier.

Waste bags should not be stored at the asbestos removal site if they are not placed in an asbestos waste drum, bin or skip.

If a decontamination unit is being used for the asbestos removal work asbestos waste bags should be removed from the asbestos work area through the decontamination unit using the following 'production line' operation:

One worker is located in each section of the decontamination unit.

The waste bags are passed from cubicle to cubicle and 'showered out' to remove any asbestos residue.

Once they have been removed from the decontamination unit, the waste bags are double bagged prior to disposal.

13.3 Asbestos Waste Skips/Trucks

Skips should be in good condition.

The ACM should be sealed in double-lined, heavy-duty plastic sheeting or double bagged before they are placed in the skip. However, non-friable asbestos waste may be placed directly into a skip or vehicle tray that has been double lined with heavy-duty plastic sheeting (200 µm minimum thickness), provided it is kept damp to minimise the generation of airborne asbestos fibres.

Once the skip is full its contents should be completely sealed with the plastic sheeting.

If the skip is to be used for storing the asbestos waste its contents must be able to be secured (e.g. using a lockable lid).

Trucks should be lined and or covered with heavy-duty plastic sheeting (200 µm minimum thickness) as to avoid any release of asbestos fibres during transport to the asbestos disposal facility.

13.4 Disposal of Asbestos Waste

All asbestos waste should be removed from the workplace by a competent person and transported and disposed of in accordance with all relevant State or Territory Environment Protection Authority (EPA) requirements for the transport and disposal of asbestos waste.

14 EMERGENCY RESPONSE PROCEDURES

14.1 Evacuation Event

An emergency situation is most likely to entail such a scenario where hazardous materials present on site have been inadvertently disturbed through actions of Commonwealth Bank of Australia employees, site users, maintenance personnel, contractors, visitors, or damaged by severe weather conditions (eg. hail or fire damage to a corrugated asbestos cement roof). Where such damage has occurred, Commonwealth Bank of Australia Health and Safety Representative shall be notified immediately. The emergency plan developed for the site should reference the contact details of local hospitals and local authorities.

During any removal of any ACM an emergency within the building may necessitate the need to evacuate the building. The risks associated with any asbestos removal work should be assessed and include contingencies in the case of an emergency. Workers should be trained in the event of an emergency. Decontamination procedures can be temporarily waived in the event of an emergency and this is to be based on risk. The event likely to present in an emergency may include but not be limited to:

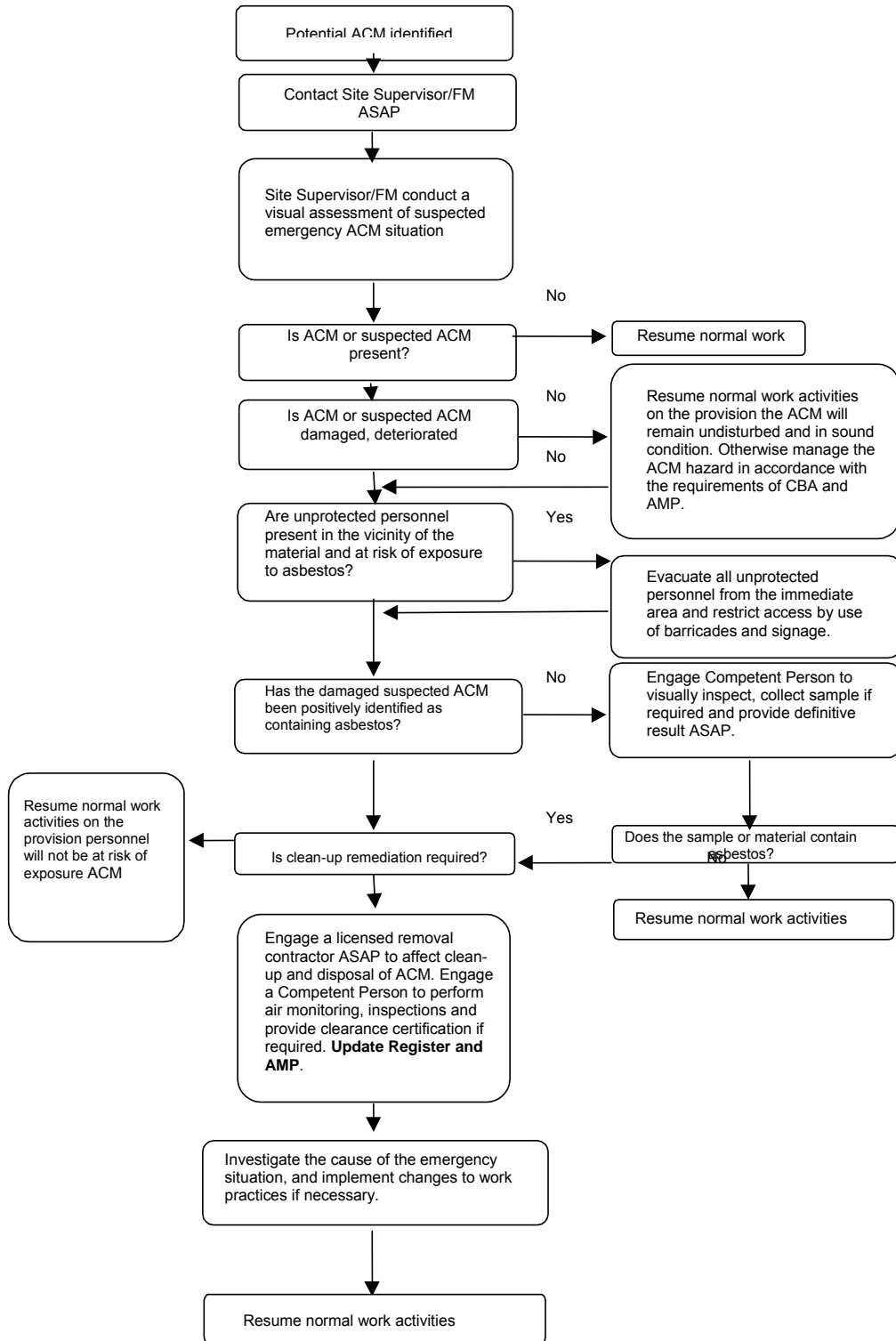
- Fire Evacuation;
- Chemical spill and contamination; and
- Gas leak/contaminated atmosphere hazardous to health.

In the case of the above situations requiring an emergency, Site supervisor, Commonwealth Bank of Australia and the Health and Safety Representative(s) should be notified immediately and the area evacuated.

Persons involved in asbestos removal must evacuate to the evacuation assembly point but remain downwind to ensure any fibres remaining on clothes, as a result of not decontaminating completely, do not enter the breathing space of others. Upon arrival at the evacuation point, emergency wardens and health and safety personnel are to be notified of the status of the asbestos removal work and the assessed level of risk associated, as well as the assessed level of risk associated with asbestos removalists not undergoing the complete decontamination process.

Other Emergency Response Procedures shall be initiated for non evacuation events and implemented in accordance with the flow chart diagram in Figure 1.

Figure 1: ACM Emergency Response Flow Chart



15 AWARENESS TRAINING

Site employees

A PCBU must ensure that information, training and instruction provided to a worker is suitable and adequate, having regard to:

- The nature of the work carried out by the worker;
- The nature of the risks associated with the work; and
- The control measures implemented.

Commonwealth Bank of Australia personnel, contractors and others who manage or may come into contact with ACM at the Subject Site either directly or indirectly should be provided with asbestos awareness training. Such training may include the following topics:

- Purpose of the training;
- The health risks associated with Asbestos;
- Information on the presence of ACM, including the types of asbestos, uses and typical locations/likely occurrences where ACM may be encountered;
- The PCBU and the worker's roles and responsibilities under the Asbestos Management Plan;
- Where the Register is located, how to access it and understand the information contained within it;
- The timetable of asbestos materials removal at The Subject Site;
- Process and safe work procedures to be followed to prevent exposure including accidental release;
- The correct use of PPE & RPE, implementation of controls measures and safe work methods to minimise the risks from ACM, limit the exposure to workers and limit the spread of asbestos fibres outside any asbestos work area;
- The relevant National Exposure Standards and control levels for asbestos; and
- The purpose of any exposure monitoring or health surveillance that may occur.

Records of Training must be kept whilst the worker is carrying out the work and for five years after the worker cease the work and be made available for inspection by the regulator.

16 LIMITATIONS

This report and the associated services performed by Coffey Environments Pty Ltd are in accordance with the scope of services set out in the contract between Coffey Environments and the Client. The scope of services was defined by the requests of the Client, by the time and budgetary constraints imposed by the Client, and by the availability of access to the site.

Coffey Environments derived the data in this report primarily from visual inspections, examination of available records, interviews with individuals with information about the site, and if requested, limited sample collection and analysis made on the dates indicated. In preparing this report, Coffey Environments has relied upon, and presumed accurate, certain information provided by government authorities, the Client and others identified herein. The report has been prepared on the basis that while Coffey Environments believes all the information in it is deemed reliable and accurate at the time of preparing the report, it does not warrant its accuracy or completeness and to the full extent allowed by law excludes liability in contract, tort or otherwise, for any loss or damage sustained by the Client arising from or in connection with the supply or use of the whole or any part of the information in the report through any cause whatsoever.

Limitations also apply to analytical methods used in the identification of substances (or parameters). These limitations may be due to non-homogenous material being sampled (i.e. the sample to be analysed may not be representative), low concentrations, the presence of 'masking' agents and the restrictions of the approved analytical technique. As such, non-statistically significant sampling results can only be interpreted as 'indicative' and not used for quantitative assessments.

The data, findings, observations, conclusions and recommendations in the report are based solely upon the state of the site at the time of the investigation. The passage of time, manifestation of latent conditions or impacts of future events (e.g. changes in legislation, scientific knowledge, land uses, etc) may render the report inaccurate. In those circumstances, Coffey Environments shall not be liable for any loss or damage that may be occasioned directly or indirectly through the use of, or reliance on, the contents of the report.

This report has been prepared on behalf of and for the exclusive use of the Client, and is subject to and issued in connection with the provisions of the agreement between Coffey Environments and the Client. Coffey Environments accepts no liability or responsibility whatsoever and expressly disclaims any responsibility for or in respect of any use of or reliance upon this report by any third party or parties.

It is the responsibility of the Client to accept if the Client so chooses any recommendations contained within and implement them in an appropriate, suitable and timely manner.

17 BIBLIOGRAPHY

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- Occupational Health and Safety and Welfare Act 1986 and Regulations 2010 (SA)
- Workplace Health and Safety Act 1995 and Regulations 1998 (TAS)
- Occupational Health and Safety Act 1984 and Regulations 1996 (WA)
- Australian Standard AS2601, *The Demolition of Structures*, Section 1.6.
- Australian Standard AS1319, Safety signs for the occupational environment
- National Institute for Occupational Safety and Health [NIOSH (U.S.A.)], *Manual of Analytical Methods, Elements by ICP, Method 7300*, 4th Edition, Issue 2 - 1994
- National Occupational Health and Safety Commission (NOHSC), *Approved Criteria for Classifying Hazardous Substances*, 1008 – 2002
- National Code of Practice How to Manage and Control Asbestos in the Workplace (Safe Work Australia 2011)
- National Code of Practice How to Safely Remove Asbestos (Safe Work Australia 2011)
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- National Occupational Health and Safety Commission (NOHSC), *List of Designated Hazardous Substances*, 10005 - 1999
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- Health and Safety Laboratory UK - HSG 227 A Comprehensive Guide to Managing Asbestos in Premises 2002

Appendix A

Asbestos Materials Management Action Plan

ASBESTOS MANAGEMENT ACTION PLAN
Commonwealth Bank of Australia

Item	Scheduled Completion Date	Completion Sign Off and Date

Appendix B

Asbestos Permit To Work

ASBESTOS PERMIT TO WORK

Building or maintenance work in areas known to contain asbestos materials is prohibited, unless a permit to work has been issued to the personnel involved. This permit to work is issued to the nominated recipient for the specific occasion stipulated below:

Work Permit No:

Date of issue:

This Permit is issued to:

This Permit is valid up to:

Asbestos Licence Number: (if applicable).....

Organisation/Company:

Contact Telephone Number:

Location & Duration of Works:

Description of Works:

.....

Asbestos-containing materials have been used in various locations throughout the building. Before approval is granted to proceed with work, confirm the following:

- 1. Has the existing Asbestos Register been examined jointly with building management ? YES - NO

- 2. Has the area where the intended works are to be performed been examined jointly with building Management? YES - NO

- 3. Are asbestos containing materials present in the work area? YES - NO

- 4. Will the works impact on or disturb the asbestos-containing materials? YES - NO

- 5. If YES to question 4 above, are the appropriate asbestos work procedures as outlined in the Asbestos Management Plan documented and understood? YES - NO

- 6. If YES to question 4 above, have you submitted a risk assessment for the task that you intend to undertake? YES - NO

- 7. Are tenants, staff or public at risk of exposure to airborne asbestos? YES - NO

- 8. Is it necessary to evacuate tenants, public or employees prior to work commencing? YES - NO

Asbestos materials are not to be disturbed without the approval of Building Management. All works are to be performed in accordance with the special requirements or work procedures outlined in the Asbestos Management Plan. If any unknown materials, or materials suspected of containing asbestos are encountered, work is to cease immediately and Building Management notified.

I have read and understood the requirements and procedures described in the Asbestos Management Plan and this permit to work:

I hereby authorize the Building Management to engage an asbestos removal contractor to clean any asbestos debris/hazards that was created due to my/our Company activity and the removal cost will be payable by:

[Company]

Building Management Representative

Company Representative

DATED

1993

COMMONWEALTH BANK OF AUSTRALIA
A.C.N. 123 123 124

to

BOOK CITY (AUST) PTY. LTD.
A.C.N. 005 734 636

COMMERCIAL SUB-LEASE

PREMISES: 60 Langtree Avenue, Mildura

ORIGINAL

I.F. Purbrick, LL.B.,
Solicitor,
385 Bourke Street,
MELBOURNE, VIC. 3000

Tel: 675 7526
Ref: (PRLC/296 LM)

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COMMONWEALTH BANK OF AUSTRALIA

LEASE

A. By a Lease dated the 24th July 1951 (copy annexed hereto) the Minister of Education of the State of Victoria ("the Head Lessor") leased to William Alfred Downing ("the Assignor") the Premises described in the First Schedule hereto for a term of fifty years from the 1st May 1951 ("the Head Lease")

B. By an Assignment of Lease dated 24th July 1951 (copy annexed hereto) the Assignor assigned all his right title and interest in the Head Lease to Woolworths (Victoria) Limited ("the Assignee") for the unexpired term of the Head Lease.

CODE:	L
DATE:	823-22
PEN:	C

C. By an Assignment of Lease dated 15th July 1985 (copy annexed hereto) the Assignee assigned all its right title and interest in the Head Lease to the Commonwealth Bank of Australia ACN 123 123 124 (as Successor in Law to State Bank of Victoria formerly The Commissioners of the State Bank of Victoria) ("the Lessor").

TIN 070407059 RDC 55 03/11/93
RAN 59745 Amt \$ 823.80
Stamp Duty, Victoria

11134515

The Lessor as beneficial owner and with the consent of the Head Lessor (testified by their execution hereof) HEREBY LEASES to the Lessee subject however to the terms conditions covenants powers and provisos hereinafter contained ALL THAT the premises described in Item 2 of the First Schedule ("the premises") SUBJECT always to the encumbrances (if any) as set out on the Certificate of Title to the land upon which the premises are situated AND EXCEPTING AND RESERVING to the Lessor the uninterrupted passage of all pipes ducts and cables through the premises and the running of all substances and materials for which they are designed through the same TO BE HELD by the Lessee for the term set out in Item 3(1) of the First Schedule ("the term" which expression includes unless repugnant to the context the period of any extension or renewal thereof or any overholding by the Lessee) commencing on the date set out in Item 3(2) of the First Schedule ("the Commencement Date") and ending on the date set out therein at the initial annual rental (subject as hereinafter provided) set out in Item 4 of the First Schedule (and at the same rate for any part of a year) payable by equal monthly instalments in advance of the amount set out in Item 5 of the First Schedule each payable on the first day of each and every month during the term PROVIDED THAT the first payment shall be made on the Commencement Date and shall be in respect of the period commencing on the Commencement Date and ending on the last day of the month in which the Commencement Date falls subject to and with the benefit of the covenants conditions provisions and provisos hereinafter contained.

1. EXCLUSION OF IMPLIED COVENANTS AND POWERS

The covenants powers and provisions implied in leases by virtue of the Transfer of Land Act 1958 or any statutory renewal extension or modification thereof and the provisions of Section 144 of the Property Law Act 1958 shall not apply to or be implied in this Lease and are hereby expressly negatived.

2. PAYMENTS BY THE LESSEE

The Lessee HEREBY COVENANTS AND AGREES with the Lessor and it is hereby declared:

2.01 Rental:

That the Lessee will pay to the Lessor or otherwise as the Lessor may from time to time direct in writing without demand from the Lessor and without any deduction whatsoever, the rental (including but without limiting the generality of the foregoing any additional rental becoming payable in accordance with the provisions of Clause 8 hereof) and other moneys payable by the Lessee to the Lessor hereunder in the amounts and at the times and in the manner herein provided in the First Schedule.

2.02 Services:

That the Lessee will pay during the term, all charges for gas, electricity, oil and water separately metered and consumed in or on the premises in accordance with meter readings or where no meter in respect of the premises is installed in accordance with accounts submitted by the Lessor after making due apportionment of charges therefor and also all charges (including rentals) for any telephone services connected to the premises and for all excess water charges (if separately metered) and all other charges and impositions imposed by any public utility or authority for the supply of any service separately supplied to the premises and if the Lessee makes

default in payment thereof, the Lessor may pay the same and in addition to the Lessor's remedies hereunder may recover the amount so paid as if the same was rental in arrears.

2.03 Rates and Taxes:

That the Lessee will throughout the term duly and punctually pay (or where applicable reimburse to the Lessor on demand) all rates and taxes (including any special or separate rate or tax) charges duties levies assessments impositions fees and other like outgoings which are now or may hereafter be howsoever rated taxed charged assessed or imposed separately upon or in respect of the premises or any part thereof or the Lessee's use or occupancy thereof or otherwise upon the Lessor or the Lessee in respect thereof by any public municipal government semi-government or other competent body authority institution corporation or department including (but without limiting the generality of the foregoing) municipal and water and sewerage rates, and all Land Tax (calculated on the basis that the land on which the premises are situated is the only land owned by the Lessor).

2.04 Insurance Premiums

That the Lessee will throughout the term duly and punctually pay (or where applicable reimburse to the Lessor on demand) all premiums for the insurances which the Lessee is required to effect pursuant to Clause 5.01.

2.05 Costs of Lease:

That the Lessee will pay the Lessor's costs of and incidental to the preparation completion and execution of any disclosure statement required to be given to the Lessee pursuant to the provisions of the Retail Tenancies Act 1986 and this Lease and counterparts and any stamp duty and other duties taxes fees or charges payable from time to time by the Lessor or the Lessee in connection with this Lease and by reason of any additions or variations to the rental or otherwise and in the case of default by the Lessee in performing or observing any of the covenants conditions or provisions of this Lease the Lessee shall pay to the Lessor all legal costs (on a

solicitor - own client basis) charges and expenses for which the Lessor shall become liable in consequence of or in connection with such default.

2.06 Recovery of Rental upon Determination:

That in the case of determination of this Lease prior to the expiration of the term or any extension or renewal thereof the Lessor may recover from the Lessee and the Lessee agrees to pay to the Lessor forthwith the rental up to the time of such determination irrespective of the period herein prescribed for the payment of rental. For the purpose of making any such apportionments the rental shall be deemed to accrue from day to day.

2.07 Interest on Default:

That without prejudice to the other rights powers and remedies of the Lessor under this Lease if any part of the rental or any other moneys owing by the Lessee to the Lessor on any account whatsoever pursuant to this Lease shall be in arrears and unpaid for seven (7) days after the due date for payment thereof or if the Lessor obtains any judgement against the Lessee in respect of any such rental or other moneys, such moneys shall bear interest calculated on a daily basis and compounded quarterly at a rate equal to the rate charged by the Commonwealth Bank of Australia (Successor in law of State Bank of Victoria) from time to time to its customers on fluctuating overdraft accounts with a limit in excess of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) (conclusive proof of such rate being a certification in writing from the Lessor) during the period in which such interest accrues such interest to apply from such due date or the date of any such judgement (as the case may be) until the actual date of payment of such rental or other moneys or of satisfaction of any such judgement (as the case may be) and the said interest shall be recoverable in like manner as rental in arrears.

3. REPAIR CARE AND INSPECTION OF PREMISES

The Lessee HEREBY FURTHER COVENANTS AND AGREES with the Lessor:

3.01 Repair:

That the Lessee will at all times during the term when where and so often as need be, at the Lessee's expense cleanse maintain repair and keep in good and substantial repair and in working order and condition the premises, together with all fixtures machinery plant equipment signs and other things belonging thereto or which at any time during the term or possession or occupation as aforesaid shall be erected therein or thereon or be part thereof by or on behalf of the Lessee (including but without limiting the generality of the foregoing all doors, grilles, locks, keys, window frames, window glass, window fittings, floors, plaster or other covering to walls, ceilings, pipes, electrical installations, sanitary and water apparatus, fluorescent tubes, electric light globes and signs) reasonable wear and tear and damage by fire, lightning, flood or tempest only excepted (save where such damage may be caused by or attributable to or any insurance moneys are irrecoverable by the Lessor by reason of any act neglect default or misconduct of the Lessee or the Lessee's representatives) PROVIDED HOWEVER that nothing herein contained shall impose any obligation upon the Lessee to do any work of a structural nature, except such as may be occasioned by the act neglect default or misconduct of the Lessee or the Lessee's representatives or by the Lessee's use or occupancy of the premises or by the nature of the business or activities conducted by the Lessee therein.

3.02 Notice of Defects:

That the Lessee will give to the Lessor prompt notice in writing of any accident to or defect in or want of repair to the premises or to any services or facilities in or to the premises or to any fittings (including tenancy works or fittings installed by or on behalf of the Lessee) or other things therein and of any circumstances likely to be or cause any danger or hazard to the premises or any person therein PROVIDED THAT this Clause shall not operate to abridge in any way the

obligation of the Lessee to repair under the Lessee's covenants so to do contained in this Lease.

3.03 Lessor's Right to Enter:

3.03.01 That the Lessee will permit the Lessor and the Lessor's representatives with all necessary appliances and equipment to enter into the premises at any reasonable times without notice (or in case of emergency, at any time whatsoever) to examine and view the condition and state of repair thereof.

3.03.02 That the Lessee will repair and cleanse the premises in accordance with and within the time mentioned in any notice in writing served on the Lessee requiring the Lessee within such time fixed in the notice to so repair or cleanse the same in accordance with the covenants or agreements contained in this Lease but in default of the Lessee so doing it shall be lawful for but not obligatory upon the Lessor to execute or cause to be executed the required repairs and cleansing at the cost and expense of the Lessee.

3.03.03 That the Lessee will pay on demand to the Lessor or as the Lessor may in writing direct (to the extent to which the Lessee may be liable in respect thereof) all moneys expended by the Lessor in making and executing any such cleansing alterations repairs or works as are referred to in this Lease and in default of such payment by the Lessee the same shall be recoverable by the Lessor from the Lessee in like manner as rental in arrears.

3.04 Lessor's Right to Do Work:

That the Lessee will permit the Lessor and the Lessor's representatives at any times reasonably acceptable to the Lessee during the term and with all necessary appliances equipment and materials to enter the premises for the purpose of cleansing the same or for carrying out any alterations or repairs for which the Lessee may not be liable under this Lease or being liable shall neglect to do or which the Lessor may think necessary or desirable to do for the

purpose of complying with the terms of any legislation affecting the premises or any part thereof or with the terms of any notice served by any authority whatsoever having jurisdiction or authority over or in respect of the premises involving the carrying out of any cleansing alteration repairs or work and also for the purpose of exercising the powers and authorities of the Lessor under this Lease PROVIDED THAT the Lessor shall use its best endeavours to ensure that such cleansing alterations repairs and works shall be carried out without unnecessary interference with the occupation and use of the premises by the Lessee.

3.05 Requirements of Authorities:

That the Lessee will at all times during the whole of the term at its own expense comply in all respects with all present and future statutes rules by-laws orders regulations and other provisions having the force of law or any amendment enactment or substitution which now are or may at any time hereafter be enforced affecting or relating to the use or occupation of the premises whether by the owner or occupier thereof and with all requirements which may be made or notices or orders which may be given by any governmental, semi-governmental, city, municipal, health, licensing, civic or any other authority having jurisdiction or authority over or in respect of the premises or the occupancy thereof and the Lessee shall indemnify and keep indemnified the Lessor in respect of all such matters PROVIDED ALWAYS that this covenant shall not oblige the Lessee to effect any structural alterations to the premises or any part thereof unless the same is required by the nature or conduct of the Lessee's business or of the Lessee's use or occupation of the premises.

3.06 Signs:

That the Lessee will not inscribe exhibit affix or display on any part of the exterior or interior of the premises or elsewhere so as to be visible outside the premises any sign, notice, light, design or

advertisement except with the prior consent in writing of the Lessor first had and obtained which consent shall not be unreasonably withheld AND the Lessee shall remove at the expiration or sooner determination of this Lease (or at the request of the Lessor immediately prior thereto) and at the expense of the Lessee all lettering and other distinctive marks and signs put by or for the benefit of the Lessee on any of the doors or partitions or other parts of the premises and make good any damage or disfigurement caused by reason of the placing or removal of such lettering marks or signs.

3.07 Lessee Not to Damage:

That the Lessee will not cut injure damage deface or obstruct any part of the premises or any conveniences appliances facilities plant or equipment installed therein and will not use the same for any purpose or in any manner other than those for which they are provided or properly available and not abuse or misuse the same.

3.08 Lessee's Responsibility for Loss or Damage to Premises:

That the Lessee will pay for (or at the direction of the Lessor make good by the use of contractors employed or nominated by the Lessor and under the supervision of the Lessor's architect) and indemnify and save harmless the Lessor from and against all loss breakage defect and damage to the premises or any facility or appurtenance (including but without limiting the generality thereof all plant and equipment) therein caused by or resulting from the negligent use or misuse of such premises or facility by the Lessee or the Lessee's representatives or otherwise occasioned by any breach or default of the Lessee hereunder or of the abovementioned persons under any of the provisions of this Lease.

3.09 Alterations and Additional Installations:

That the Lessee will not without the consent in writing of the Lessor first had and obtained (and with the prior approval of such public

authority or authorities whose approval may be necessary with respect thereto):

3.09.01 Make or permit to be made any alteration or addition to the exterior or interior of the premises or any part thereof of a structural nature or make or permit to be made any structural alterations to the existing ceilings and walls nor install in the premises any plant equipment appliances or fixtures of a structural nature and the Lessee agrees that all structural improvements so erected or installed with or without the consent of the Lessor shall be and remain the absolute property of the Lessor without prejudice in the case of unauthorised improvements alterations and additions to the Lessor's rights in respect of the breach of this Clause.

3.09.02 Install any water gas or electrical fixtures plant equipment appliances or apparatus (other than that required and previously approved by the Lessor for the conduct of the Lessee's business at the premises) or install any such fixtures equipment appliances or apparatus which may in the Lessor's opinion (whose decision shall be final and binding) overload or overburden any of the services (including without limitation any air conditioning system) supplied to the premises.

3.10 Heavy Articles and Equipment:

That the Lessee will not bring on to the premises or store therein or on any part thereof any heavy material article or equipment which is such that by reason of its weight or vibration in its operation or in any other way is likely to cause damage to the premises or to the floors or other parts or services thereof and all damage done to any part of the premises by taking in or removing the same or done during the time it is in the premises shall be made good and paid forthwith upon demand to the Lessor by the Lessee .

3.11 Cleaning and General Maintenance:

That the Lessee will at its own cost and expense in all things:

- 3.11.01 cause the premises (including internal and external surfaces of windows and doors) to be cleaned in a proper and workmanlike manner and will during the whole of the term keep the same clean and free from dirt and rubbish.
- 3.11.02 keep and maintain clean in good order repair and condition all chattels furnishings fittings plant equipment and machinery of the Lessee in or on the premises ("the Lessee's Chattels");
- 3.11.03 keep and maintain all driveways, courtyards and paths comprised in the premises (including the footpath in front thereof) in good order and thoroughly clean condition and all lawns, gardens, shrubberies, hedges and landscaping comprised in the premises (including any nature strips adjoining the premises) trim, clean, well watered cultivated and in good order and thoroughly clean condition and further in each such case as aforesaid free from dirt mud oil grease smoke fumes stains rubbish waste and debris;
- 3.11.04 expeditiously repair and replace all broken cracked or damaged glass in or upon the premises (including doors and windows as well as the framework and surrounds thereof) with glass and other necessary material of the same or similar quality and gauge;
- 3.11.05 immediately repair and/or replace any defective damaged or broken fluorescent tubes incandescent globes and other light sources and fittings in the premises and upon the expiration or sooner determination of this Lease the Lessee shall deliver up to the Lessor all such tubes globes and other light sources and fittings as are then installed in the premises in proper working order;

- 3.11.06 keep the premises in a good state of preservation and cleanliness and not burn or suffer any accumulation of useless property or rubbish therein or thereon. All waste materials garbage dirt and rubbish shall be deposited in the proper receptacles therefor and the Lessee shall arrange for the prompt and regular removal thereof from the premises in accordance with any instructions in this regard issued by the Lessor. The Lessee shall also take all reasonable precautions to keep the premises free of animals birds rodents vermin insects and pests and shall if so required by the Lessor meet the cost of any additional services supplied to the premises by pest exterminators employed by the Lessor;
- 3.11.07 ensure that neither the Lessee nor the Lessee's representatives use the water closets sinks sewerage drainage and other plumbing facilities, other water and soap supply apparatus and any gas or electrical fitting or other service or supply apparatus fixture fitting or facility for any purpose other than that for which they were constructed or installed and will not place or permit to be placed any tealeaves sweepings paper rubbish rags ashes refuse or other substance therein. The cost of replacing or making good any damage resulting to such apparatus or otherwise from such misuse by the Lessee or the Lessee's representatives shall be borne by the Lessee;
- 3.11.08 ensure that neither the Lessee nor the Lessee's representatives throw or wilfully permit to fall any sweepings, paper, rubbish, rags, ashes, refuse or other substance whatsoever out of, into, down or through the windows, doors, skylights, staircases or passages of the premises.

3.12 Expiration:

That the Lessee will at the expiration or sooner determination of this Lease peaceably surrender and yield up to the Lessor the whole of the premises and every part thereof together with all fixtures and other things belonging thereto, or which at any time during the term shall have been erected or placed therein by or on behalf of the Lessee, in good and substantial repair order and condition in all respects and clean and free from rubbish, damage by fire lightning flood or tempest (save where such damage may be caused by or attributable to or any insurance moneys are irrecoverable by the Lessor by reason of any act neglect default or misconduct of the Lessee or the Lessee's representatives) and reasonable wear and tear only excepted, and otherwise in accordance and compliance in all respects with all of the Lessee's covenants and obligations herein contained and shall further surrender all keys for the premises to the Lessor at the place then fixed for the payment of rental.

3.13 Removal of Lessee's Fixtures and Fittings

3.13.01 The Lessee may (and if so required by the Lessor will) at or prior to the expiration or sooner determination of this Lease ("the expiry date") remove or carry away from the premises all and any stock-in-trade and Lessee's Chattels or other articles upon the premises in the nature of trade or tenant's fixtures brought upon the premises by the Lessee (or purchased by the Lessee from any previous lessee of the premises) and the Lessee will forthwith make good to the satisfaction of the Lessor any damage caused to the premises by or becoming apparent by such removal; AND the Lessee will if so required by the Lessor re-alter and re-instate at the Lessee's cost any alteration or addition made by the Lessee to the premises in compliance with the provisions of this Lease so that the premises are re-instated restored and converted back to its former state and condition in all respects to the satisfaction of the Lessor and further shall make good to the satisfaction of

the Lessor any damage caused by or arising out of such re-instatement or restoration work, and any such re-alteration or re-instatement work as aforesaid not so carried out by the Lessee may be effected by the Lessor, at the Lessee's expense in all things and any expenditure so incurred shall be recoverable by the Lessor from the Lessee as rental in arrears.

3.13.02 That the Lessee EXPRESSLY ACKNOWLEDGES to the Lessor that any stock-in-trade, Lessee's Chattels or articles of the aforesaid nature not so removed as aforesaid within fourteen (14) days of the expiry date shall be deemed to have been abandoned by the Lessee and shall thereafter become the property of the Lessor and may be removed and dealt with by the Lessor in accordance with the provisions of Part IVA of the Landlord and Tenant Act 1958 (referred to in this Clause 3.13.02 as "the Act") PROVIDED THAT it is further agreed between the parties that the following modifications shall apply thereto:

3.13.02.1 "One (1) month" and "fourteen (14) days" respectively shall be substituted for the references to "three months" and "one month" where appearing in Section 42C(1) of the Act;

3.13.02.2 In addition to the costs of removal storage and preservation of and any other costs (including costs in connection with the sale and insurance prior to sale) incurred by the Lessor in respect of the aforesaid stock-in-trade, Lessee's Chattels or articles, referred to in Sections 42B(2) and 42D(1) of the Act, the Lessor shall be entitled to be reimbursed or deduct from the proceeds of any sale (as the case may be) the full amount of any arrears of rental and interest thereon owing by the Lessee to the Lessor in

respect of the premises at the date of reimbursement or deduction from the proceeds of such sale (as the case may be).

4. USE AND OCCUPANCY OF PREMISES

The Lessee HEREBY FURTHER COVENANTS AND AGREES with the Lessor as follows:

4.01 Use of Premises:

4.01.01 That the Lessee will not without the prior written consent of the Lessor first had and obtained carry on or permit or suffer any other person or persons to use the premises for any purpose other than the business businesses or use described in Item 6 of the First Schedule and will not use the premises for residential purposes whether temporary or permanent.

4.01.02 That notwithstanding Clause 4.01.01 the Lessee acknowledges and admits that no promise representation warranty or undertaking has been given by or on behalf of the Lessor as to the use to which the premises may be put or in respect of the suitability of the premises for any business to be carried on therein or in respect of the fittings fixtures furnishings services finish facilities and amenities of the premises and the Lessee shall satisfy himself thereon.

4.02 No Offensive or Illegal Use:

That the Lessee will not use or carry on or permit or suffer to be used or carried on in or on the premises or any part thereof any act trade business occupation or calling which is in the Lessor's determination (whose decision shall be final and binding) noxious noisome or offensive, neither shall the Lessee make or permit any improper disturbing or irritating noises whatsoever in the premises or broadcast any advertisement or interfere in any way with the owners or occupiers of any adjacent or adjoining land or premises.

nor shall the Lessee use or permit to be used the premises for any illegal or immoral purpose or activity or without the consent of the Lessor first had and obtained carry on or permit or suffer to be carried on any manufacturing business.

4.03 No Inflammable Substances, etc :

That the Lessee will not use or permit or suffer to be used or stored in or on the premises or any part thereof any chemicals fermentable substances or inflammable volatile or explosive gases fluids oils compounds or substances and will not without the prior consent in writing of the Lessor first had and obtained use or permit or suffer to be used any method of heating or lighting the premises other than by electrical current or gas (where appropriate) supplied through the meters PROVIDED THAT where airconditioning is supplied to the premises whether operating or otherwise no other form of heating shall be permitted.

4.04 No Nuisance, Auction Sale, Public Meeting etc :

That the Lessee will not at any time during the term (notwithstanding the provisions of Clause 4.01.01 or any consent or permission granted thereunder) do or carry on or permit or suffer any other person or persons to do or carry on in the premises or any part thereof any act matter or thing whatsoever which in the opinion of the Lessor (whose decision shall be final and binding) shall or may be or become or cause annoyance nuisance grievance damage or disturbance to the occupiers or owners of any adjacent or adjoining land or premises or to the Lessor and that the Lessee will not without the prior written consent of the Lessor first had and obtained hold or allow to be held any sale by auction or public meeting on the premises.

4.05 Use of and Interference with Airconditioning, etc.:

That where airconditioning and/or fire alarms or sprinklers are supplied to the premises the Lessee shall not in any way or manner interfere with or suffer or permit any interference with any

airconditioning system fire alarm or sprinkler system or any other plant machinery or equipment of the Lessor in the premises to the detriment of any such system plant machinery or equipment and the Lessee will to the extent of its control (if any) over the airconditioning system at all times use and regulate the same to ensure that such system is used to the best advantage.

4.06 Licences, etc.:

That the Lessee will keep in force all licences and permits required for the carrying on of any business trade or use conducted by the Lessee in or on the premises.

4.07 Re-letting or Sale of Premises:

That the Lessee will at all reasonable times:

4.07.01 During the last month prior to the expiration of the term (unless the Lessee shall have exercised any option to renew this Lease for a further term pursuant to any provisions herein contained in this regard) permit the Lessor or the Lessor's representatives to bring prospective new tenants and occupiers on and into the premises or any part thereof and to place affix and exhibit thereon whenever the Lessor shall deem appropriate the notice or notices "To Let" or "To be Let" in respect of the premises of such size and type and containing such other particulars as the Lessor shall deem fit and the Lessee will not remove or do or suffer to be done anything to conceal deface or efface the said notice or notices.

4.07.02 During the term permit the Lessor or the Lessor's representatives to bring prospective purchasers of the premises on and into the premises or any part thereof and to place affix and exhibit thereon "For Sale" notices in respect of the premises of such size and type and

containing such other particulars as the Lessor shall deem fit and the Lessee will not remove or do or suffer to be done anything to conceal deface or efface the said notices.

5. INSURANCE, INDEMNITY, RELEASE, ETC.

The Lessee HEREBY FURTHER COVENANTS AND AGREES with the Lessor to observe and comply with the following covenants and obligations:

5.01 Public Liability Plate Glass and Other Insurance Policies:

5.01.01 That the Lessee will at all times during the term maintain in the joint names of the Lessor and the Lessee for their respective rights and interests (where applicable) with an insurance company or companies approved by the Lessor:

5.01.01.1 A public risk insurance policy in respect of the Lessor's liability as owner and the Lessee's liability (including its liability for the Lessee's representatives) as occupier of the premises for an amount in respect of any single accident or event as is reasonably determined by the Lessor and until some other amount shall be determined for the amount referred to in Item 7 of the First Schedule;

5.01.01.2 A plate and other glass insurance policy against breakage covering all plate and other glass on in or about the premises;

5.01.01.3 A reinstatement and replacement insurance policy in respect of the Lessee's stock-in-trade, Lessee's Chattels and other articles in the nature of trade or tenant's fixtures within the premises for the full insurable value thereof against fire and other extraneous risks including storm and tempest and rain water and other water

damage and including (where applicable) extra cost insurance with a reasonable sum for the removal of debris; and

5.01.01.4 An insurance policy in respect of any liability loss claim or proceeding whatsoever arising by virtue of any Statute relating to workers' compensation (including but not limited to WorkCare) or at common law in respect of any person employed by the Lessee in on or about the premises.

5.01.02 That the Lessee will deposit with the Lessor on or before the Commencement Date such policies of insurance referred to in Clause 5.01.01 (or certified copies thereof) such policies to also bear an endorsement that the policies will not be cancelled until after fourteen (14) days notice in writing to the Lessor. The Lessee will thereafter from time to time at the request of the Lessor provide appropriate evidence of the currency of such insurances and any renewal thereof. Should the Lessee fail to effect and maintain such insurances the Lessor may effect the same and in addition to the Lessor's other remedies hereunder recover the cost from the Lessee as if it were rental in arrears.

5.01.03 That the Lessee will expeditiously expend and pay out any moneys received pursuant to such policies in making good repairing replacing or reinstating the glass referred to in Clause 5.01.01.2 or in satisfying the Lessee's liability or its obligations under this Lease.

5.02 No Voiding Insurance

That the Lessee will not at any time during the term do or suffer to be done or allow any act matter or thing in, on or about the premises or any part thereof or bring or keep anything therein whereby any

insurance in respect of the premises may be rendered void or voidable or whereby the rate of premium on such insurance shall be liable to be increased. If the Lessee shall do or permit to be done any act matter or thing which has the effect of invalidating or avoiding any policy of insurance taken out by the Lessor then the Lessee will be responsible for any damage or loss which the Lessor may suffer or incur as a result thereof.

5.03 Increased Insurance:

That the Lessee will in the event that the Lessor shall consent in writing to any proposal of the Lessee whereby any risk in respect of the premises or any part thereof would be increased, pay forthwith all additional premiums of insurance (if any) required on account of the additional risk caused by the use to which the premises are put by the Lessee with the Lessor's consent as aforesaid.

5.04 Indemnity:

That the Lessee will indemnify and hold harmless (and where the premises comprise retail premises within the meaning of the Retail Tenancies Act 1986 to the fullest extent permitted by that Act) the Lessor from and against all actions suits claims demands losses damages judgements costs and expenses for which the Lessor shall or may be or become liable in respect of or arising from:

5.04.01 The negligent misuse waste or abuse by the Lessee or the Lessee's representatives or sub-lessee of or any other person claiming through or under the Lessee of the water gas electricity lighting and other services and facilities on the premises;

5.04.02 The overflow or leakage of water (including rain water) in or from the premises or any part thereof but having origin within the premises or caused occasioned or contributed to by any act omission neglect breach or default on the part of the Lessee or the Lessee's representatives or sub-lessee of or any other person claiming through or under the Lessee;

5.04.03 The loss damage or injury from any cause whatsoever to property or person within or without the premises caused occasioned or contributed to by any act omission neglect breach or default of the Lessee or the Lessee's representatives or sub-lessee of or any other person claiming through or under the Lessee whether the cause was or ought to have been known to the Lessee or not.

5.05 Release:

That the Lessee agrees to occupy use and keep the premises at the risk of the Lessee and HEREBY RELEASES to the fullest extent permitted by law the Lessor and the Lessor's representatives from all actions suits claims demands losses damages judgments costs and expenses of every kind in respect of or resulting from any accident damage or injury occurring in on or about the premises or any part thereof and the Lessee EXPRESSLY AGREES that the Lessor shall not be liable or in any way responsible for any loss damage or injury suffered by the Lessee or the Lessee's representatives (whether to or in respect of the Lessee's person or property or the person or property of the Lessee's representatives or the business conducted by the Lessee) as a result of any breakage leakage accident non-operation or event in, on or adjacent to the premises howsoever occurring unless the same shall arise from negligence on the part of the Lessor or the Lessor's representatives.

6. ASSIGNMENT, TERMINATION - DEFAULT OR DESTRUCTION

The Lessee HEREBY FURTHER COVENANTS AND AGREES with the Lessor as follows:

6.01 Assignment and Sub-Letting:

6.01.01 That the Lessee will not during the term without the prior consent in writing of the Lessor first had and obtained, assign transfer demise sub-let mortgage charge encumber share or part with possession of the premises or any part

or parts thereof or by any act or deed procure the premises or any part or parts thereof to be assigned transferred demised sub-let to or put into possession of any other person AND the provisions of Section 144 of the Property Law Act 1958 are hereby expressly negatived and excluded PROVIDED THAT in the event of the Lessee desiring to assign or sub-let this Lease and making application in writing to the Lessor notifying the Lessor of such desire and requesting the Lessor's consent to such assignment or sub-letting (which application the Lessee acknowledges the Lessor is not bound to consider unless it is in writing) the Lessor shall not unreasonably withhold its consent thereto if -

6.01.01.1 the proposed assignee or sub-lessee is a respectable responsible and solvent person or company capable of adequately carrying on in the premises a business which is compatible with the use permitted by the Lessor in respect of the premises the onus of proving such facts to the reasonable satisfaction of the Lessor being upon the Lessee; and

6.01.01.2 the proposed assignee or sub-lessee executes an assignment of this Lease or a sub-lease to which the Lessor shall be a party in such form as the Lessor and its Solicitor shall approve and, in the case of an assignment, in which the proposed assignee covenants with the Lessor to observe and perform the covenants conditions terms and stipulations contained in this Lease and on the part of the Lessee to be observed and performed --and which shall provide that such assignment and the consent of the Lessor thereto shall not in any way be deemed to release the assignor from the covenants conditions terms and stipulations herein contained and on the part of the Lessee to be observed and performed; and

- 6.01.01.3 where the proposed assignee is a company, the covenants on the part of the assignee contained in the assignment shall (if so required by the Lessor) be guaranteed by the directors and/or principal shareholders of such company in such form as the Lessor and its Solicitor shall approve; and
- 6.01.01.4 all rental and other moneys due or payable under this Lease as at the date of assignment or sub-leasing shall have been paid by the Lessee and there shall not then be any existing unremedied breach by the Lessee of the covenants conditions terms and provisions herein contained; and
- 6.01.01.5 the Lessee pays to the Lessor all costs charges and expenses incurred by the Lessor of and incidental to the obtaining of the Lessor's consent or approval pursuant to this Clause (including the Lessor's Solicitor's costs for the perusal of any documents submitted for consent and approval under this Clause) and of and incidental to any enquiries which may be made by or on behalf of the Lessor as to the respectability responsibility solvency and capability of the proposed assignee or sub-lessee of and any proposed guarantor of the covenants of the proposed assignee and of and incidental to the approval and/or negotiation preparation and completion by the Lessor's Solicitor of the form of any assignment and/or guarantee supplemental thereto or any sub-lease regardless of whether the assignment or sub-lease proceeds or not; and

6.01.01.6 the Lessee submits to the Lessor for its approval and consent prior to any such consent being given the terms and conditions of any assignment sub-lease transfer mortgage charge or other like demise or encumbrance to which the Lessor's consent is sought.

6.01.02 That the Lessee acknowledges that the Lessor shall be entitled to impose any such further reasonable terms conditions or requirements as it may see fit as a prerequisite to the granting by the Lessor of its consent or approval pursuant to this Clause .

6.01.03 That where the Lessee is a corporation any change in shareholding which alters the effective control of the Lessee from the person or persons who at the date of this Lease controls the same (whether occurring at the one time or through a series or succession of transfers or issues) shall be deemed to be an assignment of this Lease which shall require the prior written consent of the Lessor as aforesaid.

6.02 Default by Lessee:

That in case:

6.02.01 the rental or other moneys hereby reserved or made payable or any part thereof respectively shall be in arrears and unpaid for the space of seven (7) days next after any of the days appointed for payment thereof as aforesaid (whether any formal or legal demand therefor shall have been made or not); or

6.02.02 the Lessee at any time neglects or fails to perform and observe any of the covenants conditions terms or provisions contained in this Lease which on the part of the Lessee are or ought to be performed and observed; or

- 6.02.03 the repairs properly required by any notice given by the Lessor under this Lease are not completed within the time therein specified; or
- 6.02.04 the Lessee or any guarantor (being an individual) shall be declared bankrupt or insolvent or shall make any arrangement or composition with or shall make any assignment of property for the benefit of the creditors of the Lessee or any guarantor; or
- 6.02.05 the Lessee or any guarantor (being a corporation) shall have a Receiver or Receiver and Manager appointed or shall enter into liquidation voluntarily or otherwise (except for the purpose of reconstruction approved in writing by the Lessor) or shall be placed under Official Management or shall pass or attempt to pass a resolution for the winding up of the Lessee or any guarantor or shall make an assignment for the benefit of or enter into an arrangement or composition with its creditors or shall be unable to pay its debts within the meaning of the Companies (Victoria) Code or its business is taken over by a Receiver under any mortgage or debenture or an inspector is appointed to investigate its affairs; or
- 6.02.06 execution or other legal process shall be levied against all or a substantial part of the assets of the Lessee and such execution or legal process is not satisfied within thirty (30) days or the interest of the Lessee in or under this Lease or in the premises shall be attached or taken in execution or under any legal process; or
- 6.02.07 any transaction shall occur which under Clause 6.01 shall be deemed to be an assignment or sub-letting of this Lease without the Lessor's consent; or

6.02.08 the business conducted by the Lessee in or from the premises shall be discontinued or if the Lessee shall threaten to cease to carry on such business or the premises are vacated or left deserted or unoccupied for a period in excess of seven (7) days

THEN in any one or more of such events and notwithstanding that the Lessor may not have exercised any of its rights under this Clause in respect of some previous breach or default by the Lessee of a like nature the Lessor shall subject only to the provisions of Section 146(1) of the Property Law Act 1958 be entitled forthwith or at any time thereafter to re-enter (forcibly if necessary) into and upon the premises or any part thereof in the name of the whole and to have again repossess and enjoy the same as of its former estate (and expel and remove the Lessee and those claiming under the Lessee together with all stock-in-trade, Lessee's Chattels and like articles and effects without being guilty of any manner of trespass anything herein contained to the contrary notwithstanding, and thereupon this Lease shall be forfeited by the Lessor and the term hereby created shall absolutely determine but without prejudice to any action or other remedy which the Lessor has or might or otherwise could have for arrears of rental or other moneys payable hereunder or breach of covenant or for damages as a result of any such event and thereupon the Lessor shall be freed and discharged from any action suit claim or demand by an obligation to the Lessee under or by virtue of this Lease PROVIDED THAT in the case of a breach of any covenant or condition to which Section 146(1) of the Property Law Act 1958 applies fourteen (14) days is hereby fixed as the time referred to in the said Section within which the Lessee is to remedy such breach-if it is capable of remedy and to make reasonable compensation in money to the satisfaction of the Lessor for the breach.

6.03 Mere Entry by Lessor not to Constitute Forfeiture:

That if the Lessee shall vacate the premises during the term (whether or not the Lessee ceases to pay the rental or other moneys payable hereunder) -

6.03.1 Neither acceptance of the keys nor entry into the premises by the Lessor the Lessor's representatives or by any other person on the Lessor's behalf for the purposes of inspection or for the purposes of showing the premises to prospective new tenants and/or the advertising of the premises for reletting shall constitute a re-entry or forfeiture or waiver of the Lessor's right to recover in full all rental and other moneys from time to time payable under this Lease;

6.03.2 in the absence of a written agreement by the Lessor to accept the surrender of the Lessee's interest in this Lease or a formal notice of forfeiture or re-entry this Lease shall be deemed to continue in full force and effect until the date as from which a new lessee actually commences to occupy the premises; and

6.03.3 any entry by the Lessor into the premises in the meantime shall be deemed an entry by the leave and licence of the Lessee.

6.04 Indemnity for Lessor's Loss:

That the Lessee agrees to indemnify the Lessor against all loss and damage costs and expenses whatever sustained by the Lessor by reason of any default by the Lessee hereunder including any loss sustained by the Lessor by reason of the inability of the Lessor following the determination or forfeiture of this Lease to relet the premises at a similar rental or upon similar terms to those contained in this Lease and the Lessee specifically agrees that this indemnity shall continue in full force and effect notwithstanding any such determination or forfeiture.

6.05 Termination of Lease upon Damage to Premises:

6.05.01 That if during the term the whole or any part of the premises shall be destroyed or damaged by any cause whatsoever so as to render the premises or a substantial part thereof or the usual means of access thereto wholly unfit for occupation and use by the Lessee then the Lessor may by notice in writing cancel and determine this Lease and the term hereby granted (PROVIDED THAT if the Lessor shall not have elected to cancel and determine this Lease as aforesaid and if the Lessor shall not have commenced the reconstruction or restoration of the premises within a reasonable time from the date of destruction or damage having regard to all the circumstances or if the Lessor having so commenced shall have failed to proceed with such reconstruction or restoration with reasonable expedition (again having regard to all the circumstances) then the Lessee may also by notice in writing to the Lessor cancel and determine this Lease) without right or claim to the Lessee for damage by reason of such termination but nevertheless without prejudice to the rights and remedies of either the Lessor or the Lessee in respect of any antecedent claim or breach of covenant or agreement.

6.05.02 That if the premises or any part thereof or the usual means of access thereto shall at any time during the term be destroyed or damaged as provided in Clause 6.05.01 (otherwise than by the act neglect or default of the Lessee or the Lessee's representatives) so as to render the same unfit for the occupation and use of the Lessee (and the Lessor or the Lessee shall not elect to terminate this Lease under the said Clause 6.05.01) and further that the policy or policies of insurance effected by the Lessor shall not have been vitiated or payment of the policy moneys refused in consequence of some act neglect or default of the Lessee or the Lessee's representatives THEN and so often as the same shall happen the rental or a fair

and just proportion thereof according to the nature and extent of the damage sustained shall abate until the premises shall in the reasonable opinion of the Lessor have been rebuilt repaired or made fit for the occupation or use of the Lessee but so that nothing herein contained shall make it obligatory on the Lessor to rebuild repair or reinstate the premises. In the event that any dispute shall arise under this sub-clause as to whether the case for abatement of rental has arisen or as to the portion of rental to be abated or the time during which such abatement shall continue or any other matter or thing under this sub-clause the same shall be referred to arbitration under the provisions of the Commercial Arbitration Act 1984 (or the laws for the time being in force) of the State of Victoria.

6.06 Termination of Lease upon Compulsory Acquisition:

That if during the term the premises or any part thereof shall be resumed compulsorily acquired or taken by any authority pursuant to any statutory powers for any public purpose (but so as to render the premises wholly or substantially unfit for use and occupation by the Lessee for the purposes permitted by this Lease) then either the Lessor or the Lessee shall be at liberty by notice in writing to the other to terminate this Lease and the Lessee shall make no claim for compensation against the Lessor for any loss or damage sustained as a result of such resumption or compulsory acquisition or for any breach of the covenants contained in this Lease as a consequence of such resumption or compulsory acquisition.

7. OVERHOLDING

The Lessor and the Lessee HEREBY FURTHER AGREE AND DECLARE as follows:

7.01 Holding Over:

That if the Lessor permits the Lessee to remain in occupation of the premises or any part thereof after the expiration or sooner determination of the term then as from such expiration or sooner determination the Lessee shall be deemed to be a Lessee from month to month only at the rental and other charges for the time being payable under this Lease but otherwise on the same terms and conditions (so far as applicable to a monthly tenancy but including Clauses 2.03, 2.04 and 8) mutatis mutandis as are contained in this Lease.

8. RENTAL ADJUSTMENT

8.01 The Lessor and the Lessee HEREBY FURTHER AGREE AND DECLARE that the rental shall be adjusted in accordance with Item 8 of the First Schedule.

9. LESSEE'S CHATELS AND STRUCTURAL ALTERATIONS

The Lessor and the Lessee HEREBY FURTHER AGREE AND DECLARE as follows:

9.01 Maintenance of Lessee's Chattels:

That in addition to the Lessee's general obligation pursuant to Clause 3.11.02 the Lessee shall at all times and at its own expense keep and maintain the Lessee's Chattels in proper working order and condition and in good and substantial repair (with due allowance for normal wear and tear) so that the Lessee's Chattels at all times are capable of being utilised and operated fully and efficiently for the purpose and to the capacity for which it was intended at the commencement of this Lease PROVIDED THAT the Lessee shall be fully responsible for any loss of all or any item of the Lessee's Chattels or any damage thereto (however occasioned) and shall give reasonable notice in writing to the Lessor of any such loss or damage of any substantial or material nature to the Lessee's Chattels PROVIDED FURTHER THAT the Lessee shall also ensure that all work associated with keeping and maintaining the Lessee's Chattels in such proper working order and condition and good and substantial repair and also in connection with any replacement alteration or addition thereto is carried out by competent and properly qualified and trained personnel and that any such replacement alteration or addition is of similar quality standard and design to the material or part of the Lessee's Chattels which it replaced.

9.02 Lessor's Right to Enter to Inspect Lessee's Chattels:

That in addition to the right of entry upon the premises given to the Lessor pursuant to Clause 3.03 above the Lessor shall be permitted at all times during the term upon giving to the Lessee one (1) day's notice to enter upon the premises for the purpose of inspecting the state of repair of the Lessee's Chattels.

9.03 Structural Alterations Requested by Lessee:

If during the term the Lessee shall have requested and the Lessor shall have consented to the carrying out of structural alterations or additions (including alterations or additions to fittings and other fixtures) to the premises and if:-

- (i) the plans specifications and building contract (if any) and contract price in respect thereof have been approved in writing by the Lessor and by the Lessee and by all necessary and competent persons and authorities; and
- (ii) the Lessor and the Lessee shall have agreed in writing upon the amount by which the rental payable hereunder and the manner in which other provisions of this Lease shall be varied as a result of such alterations and additions and the date from which any such variation shall commence; and
- (iii) the Lessor and the Lessee shall have agreed in writing upon the respective amounts which shall be payable by the Lessor and by the Lessee in respect of such alterations and additions;

then the Lessor upon payment by the Lessee to the Lessor of the Lessee's agreed proportion of the cost of the work shall consent to such alterations and additions to be carried out in a proper and workmanlike manner and in accordance with such plans specifications and building contract (if any) AND upon completion of the alterations

or additions the rental payable by the Lessee will be varied in accordance with the provisions of this sub-clause.

10. LESSOR'S COVENANT

The Lessor HEREBY COVENANTS AND AGREES with the Lessee as follows:

10.01 Quiet Enjoyment:

That the Lessee paying the rental and performing and observing the covenants conditions terms or provisions contained in this Lease and on the part of the Lessee to be paid observed and performed shall until the expiration or sooner determination of this Lease peaceably hold and enjoy the premises without hindrance or interruption by the Lessor or by any person or persons claiming under the Lessor save only where any such hindrance or interruption results from the exercise by the Lessor of any right of the Lessor in this Lease expressly conferred.

11. GENERAL AND MISCELLANEOUS COVENANTS

The Lessor and the Lessee HEREBY FINALLY AGREE AND DECLARE as follows:

11.01 Waiver:

That no waiver by the Lessor of one breach of any covenant condition term or provision in this Lease contained or implied shall operate as a waiver of another breach of the same or any other covenant condition term or provision and if the Lessor shall become entitled to determine this Lease the receipt of rental by the Lessor or the doing or omission of any act matter or thing whatsoever by the Lessor or the Lessor's representatives (which but for this covenant would or might amount to a waiver of the Lessor's rights in respect of any such breach or default) before or after the happening thereof shall not operate as nor be deemed to be a waiver in any way of the Lessor's rights and powers in respect of such breach or default any rule of law or equity to the contrary notwithstanding.

11.02 Consent of Lessor:

That in any case where pursuant to the provisions of this Lease the doing or execution of any act matter or thing by the Lessee is dependent upon consent or approval of the Lessor, such consent or approval may be given or withheld by the Lessor in its absolute uncontrolled discretion (unless otherwise herein provided) and upon or subject to such terms conditions requirements or stipulations as the Lessor may think fit. The Lessee shall in any event reimburse the Lessor upon demand any fees paid by the Lessor to consultants engaged by the Lessor to examine or advise upon any application made by the Lessee (including any plans, specifications, designs, working drawings or other materials submitted therewith) for the consent or approval of the Lessor where any such consent or approval is required pursuant to the provisions of this Lease and also any other moneys outlaid or expenses incurred by the Lessor in connection therewith.

11.03 Exclusion of Implied Terms:

That the covenants conditions terms and provisions contained in this Lease document embody the entire understanding and the whole agreement between the parties hereto relative to the subject matter thereof and the parties expressly agree and declare that no further or other covenants conditions terms or provisions whether in respect of the premises or otherwise shall be deemed to be implied herein or to arise between the parties by way of collateral or other agreement and all previous negotiations representations warranties arrangements and statements (if any) whether express or implied (including any collateral agreement or warranty) with reference to the subject matter hereof or the intentions of either of the parties hereto are merged herein and otherwise are hereby excluded and cancelled AND THE LESSEE FURTHER ACKNOWLEDGES AND ADMITS that he has

entered into this Lease solely on the basis of the terms expressed herein and not in reliance upon or as a result of any other promises covenants representations warranties or undertakings whether written or oral made by or on behalf of the Lessor.

11.04 Reading Down and Severance of Invalid Conditions:

11.04.01 That if any of the covenants conditions terms or provisions of this Lease shall for any reason be void invalid or unenforceable then the remaining parts of this Lease shall not be rendered void or unenforceable or invalidated thereby and shall continue as if the said covenants conditions terms or provisions were not part of this Lease.

11.04.02 That any covenant condition term or provision contained in this Lease which is invalid, illegal or unenforceable and is capable of remedy by being read down, reduced or varied shall, so far as it can, be so read down reduced or varied as the circumstances may require.

11.04.03 That the covenants conditions terms or provisions of this Lease are in any way inconsistent in application with provisions applying to the same situation derived from any Schedule, annexure, attachment or other document incorporated into or applying by reference or otherwise to this Lease then the covenants conditions terms or provisions of this Lease shall, for the purposes of such application, prevail and apply.

11.05 Lessor's Relationship with Lessee Not Partnership, Joint Venture, etc.:

That nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third party as creating the relationship of partnership or of principal and agent or of joint venture between the parties it being understood and expressly agreed

that neither the method of computation of rental nor any other provision herein contained or any acts of the parties shall be deemed to create any relationship between the parties other than the relationship of lessor and lessee upon the terms and conditions only as provided in this Lease.

11.06 Notices, etc :

11.06.01 That without prejudice to any other means of giving notice, any notice required to be served under this Lease shall be sufficiently served on the Lessee if served personally or if affixed to some part of the premises or if left addressed to the Lessee at the premises or at the address set out in Item 1A of the First Schedule or forwarded to the Lessee by sending the same through the Post Office in a prepaid certified envelope addressed to the Lessee at the address set out in Item 1A of the First Schedule or to the last known place of business or abode of the Lessee and the production of the Post Office receipt for such certified letter shall be conclusive proof of the proper service thereof on the first week day following the date of posting any such notice so addressed and sent whether actually received or not AND shall be sufficiently served on the Lessor if addressed to the Lessor and left at or sent by post to the office of the Lessor at the address set out in Item 1 of the First Schedule.

11.05.02 That wherever in this Lease it is provided for the giving of any notice demand statement instruction supervision or consent by the Lessor any such notice demand, statement instruction supervision or consent shall be sufficient if signed and/or given by any attorney or officer of the Lessor or by its Solicitor.

11.07 Lessee to Hold Lease in Lessee's Own Right:

That during the term except with the prior consent in writing of the Lessor first had and obtained the Lessee holds and shall hold this Lease absolutely in the Lessee's own right and is and shall remain entitled to the full legal and equitable ownership thereof and is not and shall not become trustee of or subject to any trusts in respect of same nor declare any trusts in respect of same.

11.08 Variation of Lease

That this Lease may be amended or varied only by instruments in writing executed by the Lessor and the Lessee.

11.09 Interpretation:

11.09.01 That wherever occurring in this Lease and in the First Schedule but except to the extent to which such interpretation shall be excluded by or be repugnant to the context the expression -

11.09.01.1 "the Lessor" includes Commonwealth Bank of Australia (Successor in law of State Bank of Victoria) and its successors and assigns and permitted transferees and other the person for the time being entitled to the reversion of the premises immediately expectant upon the expiration or sooner determination of the term;

11.09.01.2 "the Lessor's representatives" means the employees agents contractors sub-contractors workmen and consultants of the Lessor;

11.09.01.3 "the Lessee" includes the Lessee and where the Lessee is an individual the executors administrators and permitted assigns or

sub-tenants of the Lessee and where two or more persons are Lessees shall mean and include the Lessees and each and every or any of them and the executors and administrators of them and each and every or any of them and any of their permitted assigns and sub-tenants and where the Lessee is a company or corporation shall include the Lessee its successors and permitted assigns or sub-tenants.

11.09.01.4 "the Lessee's representatives" means each and every of the Lessee's employees, workmen, clerks, servants, contractors, sub-contractors, agents, clients, customers, licensees, invitees, visitors or any other person or persons who may at any time be in or upon the premises.

11.09.01.5 "the premises" shall mean the land and the buildings and other structures erected thereon and hereby demised with all rights hereby granted and subject to every covenant condition term and provision herein contained or implied in this Lease and together with all of the plant machinery equipment fixtures and fittings therein.

11.09.01.6 "month" means calendar month.

11.09.02 words importing persons include corporations and words importing the singular or plural number shall be deemed to include the plural and singular number respectively;

11.09.03 words importing the masculine gender include all genders as the case may require;

11.09.04 when two or more persons are Lessees all covenants conditions terms and provisions in this Lease shall be deemed to bind the Lessees and any two or greater number of

them jointly and each of them severally and shall also bind the executors administrators and permitted assigns of them and of each of them and of every two or greater number of them jointly and severally;

11.09.05 references to statutes or ordinances include any statutes or ordinances amending consolidating or replacing the same;

11.09.06 marginal notes, index and headings have been inserted for guidance only and shall not be deemed to form any part of the context nor affect the construction of this Lease;

11.09.07 references to any of the Items in the First Schedule shall be construed to incorporate the data stated under that Item.

12.01 Request for further Term

Upon the written request of the Lessee served on the Lessor not less than four nor more than six calendar months before the expiration of the term hereby granted then provided that at the date of service of the request and at the date of the expiration of the term then current there is no subsisting breach by the Lessee of the covenants terms conditions and provisions contained or implied herein the Lessor will grant to the Lessee a further lease of the premises ("the new lease"):

- (a) for a term of the length stipulated in Item 9 of the First Schedule; and
- (b) commencing on the expiration of the term then current; and
- (c) at an initial rental determined in accordance with Clause 12.02; and
- (d) containing the same covenants conditions and agreements as are herein contained except that in the new lease:
 - (i) Clause 8.01 shall be amended to specify "The rental shall be reviewed in accordance with the provisions of the Second Schedule" and Item 8 of the First Schedule shall be deleted.
 - (ii) the number specified in Item 9 of the First Schedule shall be a number being one less than the number appearing in this Lease;
 - (iii) if the number specified in Item 9 of the First Schedule is "one" then the whole of this clause 11 shall be deleted to the intent that there will be no option for any further term.

12.02 Rent in further Term

The initial rent for the new term shall be as mutually agreed upon by the parties hereto but in the event that the parties fail or are unable at least one month prior to the expiration of the Term current at the date of the request referred to in Clause 11.01 above to agree on the initial rental per annum for the new lease the Lessor may give to the Lessee a notice setting out what the Lessor determines as the then market rental for the premises ("the

Lessor's Notification"). Upon the giving of such notice the provisions of the Second Schedule excluding paragraph 1(a) thereof shall apply as if the Commencement Date of the new lease is the relevant Review Day.

1. LESSOR: COMMONWEALTH BANK OF AUSTRALIA A.C.N. 123 123 124 of 385 Bourke Street, Melbourne
- 1A. LESSEE BOOK CITY (AUST) PTY. LTD. A.C.N. 005 734 636 whose registered office is situate c/- Evans & Metclafe 7 Lyons Street, North Ballarat .
2. PREMISES The Lessor's premises situate at 60 Langtree Avenue, Mildura being the area shown on the Plan annexed hereto and thereon delineated and coloured red and being the part of the land more particularly described in Certificate of Title Volume 3554 Folio 638 .
3. (1) TERM A term of three (3) years.
(2) COMMENCEMENT DATE AND TERMINATION DATE
Commencing on 1st day of July 1993 and ending on the 30th day of June 1996.
4. INITIAL ANNUAL RENTAL
FORTY FIVE THOUSAND DOLLARS (\$45,000.00) per annum subject always to review in accordance with the provisions of this Lease.
5. MONTHLY INSTALMENTS OF RENTAL
The annual rental shall be payable by equal monthly instalments of THREE THOUSAND SEVEN HUNDRED AND FIFTY DOLLARS (\$3,750.00) the first of such payments to be made on the Commencement Date and all subsequent payments to be made monthly in advance to The Manager, Commonwealth Bank of Australia, Properties Department, P.O.Box 866J Melbourne, 3001.
6. PERMITTED USE OF PREMISES (Clause 4.01.01)
Book Shop
7. PUBLIC LIABILITY INSURANCE AMOUNT (Clause 5.01.01.1)
Five Million dollars (\$5,000,000.00).
8. RENTAL ADJUSTMENT(Clause 8)
Rental from the commencement date to the 30th day of June 1995 - \$45,000.00
Rental from the 1st day of July 1995 to 30th day of June 1996 - \$47,250.00
9. FURTHER TERM (Clause 12)
One (1) further term of three (3) years

SECOND SCHEDULE

Rent Variation

1. (a) At the expiration of each period of one year from the commencement date (the end of each such period is called the "Review Day") whether before or after the Review Day the Lessor may by notice in writing to the Lessee ("the Lessor's Notification") stipulate what the Lessor determines to be the market rent for the premises to be payable commencing on the relevant Review Day.
 - (b) If the Lessee does not object in writing within 30 days from the service of the Lessor's Notification the rent specified in the Lessor's Notification shall take effect on and from the relevant Review Day.
 - (c) If the Lessee does object in the time and manner aforesaid then the rental for the period specified in the Lessor's Notification shall be referred to a valuer appointed at the instance of either the Lessor or the Lessee by the President for the time being of the Australian Institute of Valuers (Victorian Division) or its succeeding body ("the Institute") who shall determine the market rent, such determination to be final.
2. The determination of rent by the Lessor specified in the Lessor's Notification and the valuation of the market rent by the said valuer shall be based on the terms and conditions of this Lease and the Lessor or the said valuer will not make any reduction on account of an incentive or concession granted by the Lessor to secure a Lessee or on account of any period of rental abatement.
 2. The said valuer shall be a practising Real Estate Agent and be a member of the Institute and shall act as an expert and not as an arbitrator. The fees of the said valuer and other costs of the determination of market rent shall be borne equally by the Lessor and the Lessee unless the rent is equal to or greater than the rent specified in the Lessor's Notification in which case all the fees of the said valuer and other costs of the determination shall be borne by the Lessee.
 4. Until the Valuer's determination, the Lessee shall continue to pay the rent current immediately before the relevant Review Day. Within 7 days of being informed in writing of the reviewed rent the parties shall make any necessary adjustments.
 5. Notwithstanding any determination of rent by the said Valuer and in the event that premises are not "retail premises" within the meaning of the Retail Tenancies Act, the rent payable by the Lessee after the Review Day shall not in any circumstances be less than the rent payable by the Lessee immediately prior to the relevant Review Day.
 6. If the Lessor does not give a Lessor's Notification to the Lessee prior to the relevant Review Day it may give such notice at any time prior to the next succeeding Review Day or the expiration of the term as the case may be and the rent shall be determined as above and shall be payable from previous Review Day and no succeeding Review Day shall be postponed.

*Dis
New*

GUARANTEE

We CLARA ANTIONETTE QUAYLE and DAVID CAMPBELL QUAYLE both of 1747 Sturt Street, Ballarat in consideration of the within Lease and option of renewal having been granted at our request (as we do hereby acknowledge) and in pursuance of an agreement heretofore made by us with the Lessor do hereby for ourselves and our respective executors and administrators jointly and severally covenant with the Lessor to guarantee the due and faithful observance and performance of all and singular the terms and conditions in the said Lease contained or implied and on the part of the Lessee to be observed and performed AND we hereby agree that if and whenever any rental payable thereunder is in arrears and unpaid for the space of seven (7) days after the same shall have become payable we will upon the request of the Lessor pay the same to the Lessor AND we declare that this guarantee is a continuing guarantee and that our liability hereunder shall not be impaired or discharged by any indulgence or extension of time granted to the Lessee or by any extension of the term of the Lease or any variation of the rental reserved thereby or of the covenants contained therein.

DATED this _____ day of _____ 1993

SIGNED SEALED and DELIVERED by the said
CLARA ANTIONETTE QUAYLE
in the presence of:

Ronda [Signature]

) *C. A. Quayle*
)
)

SIGN HERE
SIGN HERE

SIGNED SEALED and DELIVERED by the said
DAVID CAMPBELL QUAYLE
in the presence of:

Ronda [Signature]

) *D. C. Quayle*
)
)

SIGN HERE
SIGN HERE

Trn 070407061 RDC 56 03/11/93
Ran 59745 Amt \$ 10.00
Stamp Duty, Victoria

IN WITNESS whereof this Lease has been executed the 21st day of *October* 1993

Executed by COMMONWEALTH BANK OF AUSTRALIA by being SIGNED SEALED and DELIVERED in Victoria by its duly constituted Attorney under Power of Attorney dated 3rd January 1991 in the presence of:

[Handwritten signature]

Audunham

THE COMMON SEAL of BOOK CITY (AUST) PTY. LTD. A.C.N. 005 734 636 was hereunto affixed in accordance with its Articles of Association in the presence of:

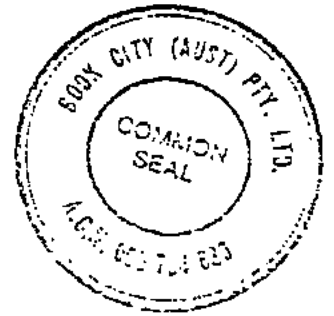
B. A. Crayley
[Handwritten initials]

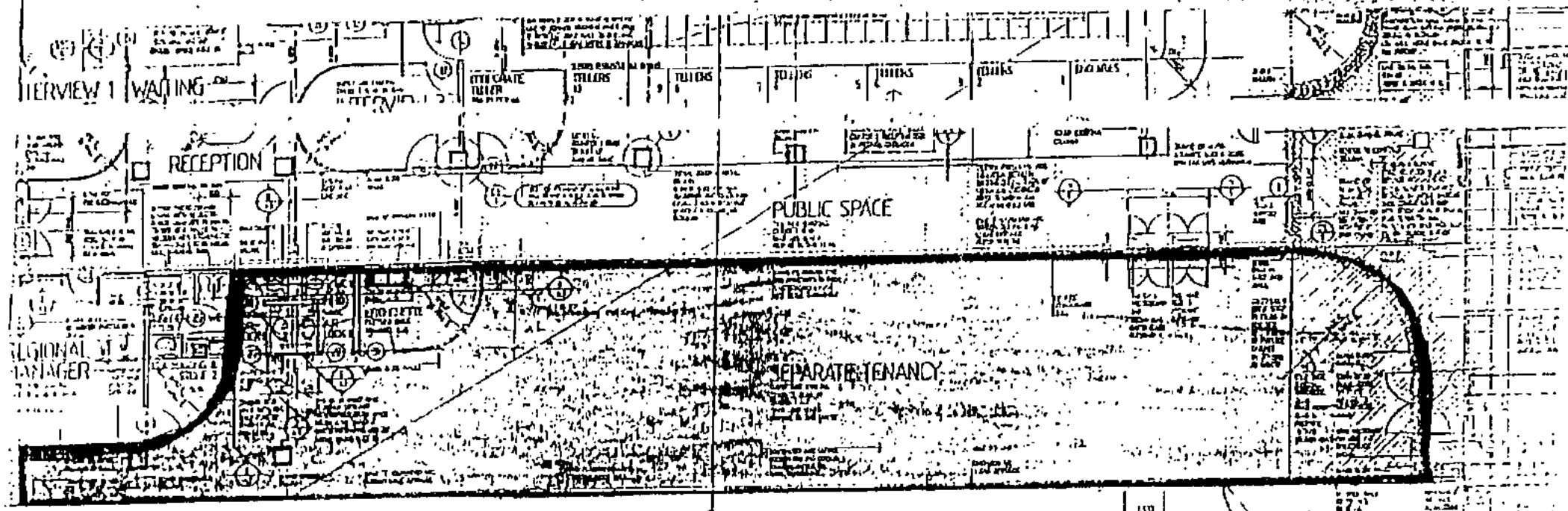
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SIGN HERE
SIGN HERE

Director

Secretary

SIGN HERE
SIGN HERE





LAN SCALE 1:50

⊕ ON A 100MM GRID
 DIMENSIONS IN METERS

⊕ ON A 100MM GRID
 DIMENSIONS IN METERS

NOTES:
 1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.
 2. ALL WALLS ARE 200MM THICK UNLESS OTHERWISE SPECIFIED.
 3. ALL FLOORS ARE TO FINISH LEVEL UNLESS OTHERWISE SPECIFIED.
 4. ALL CEILING ARE TO FINISH LEVEL UNLESS OTHERWISE SPECIFIED.
 5. ALL ROOFS ARE TO FINISH LEVEL UNLESS OTHERWISE SPECIFIED.
 6. ALL DOORS ARE TO FINISH LEVEL UNLESS OTHERWISE SPECIFIED.
 7. ALL WINDOWS ARE TO FINISH LEVEL UNLESS OTHERWISE SPECIFIED.
 8. ALL STAIRS ARE TO FINISH LEVEL UNLESS OTHERWISE SPECIFIED.
 9. ALL ELEVATORS ARE TO FINISH LEVEL UNLESS OTHERWISE SPECIFIED.
 10. ALL RAMP ARE TO FINISH LEVEL UNLESS OTHERWISE SPECIFIED.

WORKSHEET



PALL ARONIAID PTY LTD ARCHITECTS
 67Y CANTERBURY ROAD SURREY HILLS 3077
 TELEPHONE: (02) 8959242
 WORKING DRAWING: GROUP 0 FLOOR PLAN & BLENDINGS

REFURBISHMENT OF EXISTING BUILDING
 MILDURA BRANCH OF STATE BANK OF
 40 LANCASTER AVENUE MILDURA VIC 3648
 161 162 163

EIGHTH STREET

COMMONWEALTH BANK OF AUSTRALIA
ACN 123 123 124

("the Lessor")

BOOK CITY (AUST) PTY LTD ACN 005 734 636

("the Lessee")

CLARA ANTIONETTE QUAYLE AND DAVID CAMPBELL QUAYLE

("the Guarantors")

LEASE RENEWAL AND VARIATION

PREMISES: 60 LANGTREE AVENUE, MILDURA

Ian F. Purbrick
Solicitor
Level 16
385 Bourke Street
Melbourne Vic 3000

Tel: (03) 9675 7651
Fax: (03) 675 6464
DX 407
Ref: AJD 1087033

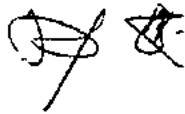
① 885.00 p

THIS DEED is made the 18th day of April 1997


PARTIES

- 1. COMMONWEALTH BANK OF AUSTRALIA ACN 123 123 124 of 385 Bourke Street, Melbourne ("the Lessor")
- 2. BOOK CITY (AUST) PTY LTD ACN 005 734 636 of c/o Evans & Metcalfe, 7 Lyons Street, North Ballarat ("the Lessee")
- 3. CLARA ANTIONETTE QUAYLE AND DAVID CAMPBELL QUAYLE both of 1747 Sturt Street, Ballarat ("the Guarantors")

RECITALS

- A. By a Lease dated 21 October 1993 ("the Lease") a copy of which is annexed to this Deed the Lessor leased to the Lessee the premises known as 60 Langtree Avenue, Mildura ("the premises") for a term of 3 years commencing on 1 July 1993 at the rent and otherwise on and subject to the covenants and conditions contained in the Lease.
- B. By Deed of Variation (undated) the Lease was amended so as to contain 2 options of renewal each for 3 years).
- C. The Lessee has requested the Lessor to grant a lease to the Lessee of the premises for a further term of ~~2~~³ years which the Lessor has agreed to do upon the terms and conditions contained in this Deed. 
- D. The Guarantors have agreed to execute this Deed for the purpose of signifying their ratification of the guarantee contained in the Lease ("the Guarantee") and the extension of the Guarantee to the renewed lease as varied in the manner described in this Deed.

OPERATIVE PART

- 1. The Lessor hereby leases to the Lessee the premises for a term of ~~2~~³ years commencing on 1 July 1996 ("the renewed lease") at the initial annual rental of \$47,250 payable at the time and in the manner specified in the Lease and subject to any rental review or rental adjustment provisions contained in the Lease. 

2. The parties agree that the the terms and conditions of the Lease remain in full force and effect and shall apply to the renewed lease with the exception that the provisions of the Lease are hereby deleted varied or amended in the following manner:-

(a) by amending Item 9 of the First Schedule of the Lease to ~~"1 further term of 3 years"~~ ^{"1 further term of 3 years"} ~~"1 further term of 3 years"~~ ^{"1 further term of 3 years"}

(b) by deleting the Second Schedule of the Lease and replacing it with the following:

CPI REVIEW

At the expiration of the period of one year from the commencement date of the lease and at the expiration of each and every successive period of one year thereafter during the continuance of this lease including any extension, renewal or overholding (date of expiration of each such period being hereinafter referred to as "Adjustment Day") the rental hereby reserved shall be adjusted in the manner hereinafter appearing.

The adjusted rental payable by the Lessee on and from the relevant Adjustment Day shall be determined in accordance with the formula :-

$$a + \frac{(z-y)}{y} a$$

Where

"a" is the annual rental payable by the Lessee immediately prior to the Adjustment Day.

"z" is the value of the Index Number for the quarter ending three months immediately prior to the Adjustment Day.

"y" is the value of the Index Number for the quarter ending within the three months immediately prior to the preceding Adjustment Date.

PROVIDED THAT on the first Adjustment Day hereunder, "y" is the value of the Index Number for the quarter ending within the three months immediately prior to the Commencement Date of the lease.

For the purpose of the formula "Index Number" means the Consumer Price Index Number (Weighted Average of Eight Capital Cities for all Groups) Number issued by the Australian Bureau of Statistics for the quarters ending on the last day of the months of March, June, September and December in each year.

PROVIDED THAT if the Index Number shall be discontinued or modified or if the publication for the Index Number shall cease or if the basis of the calculating the Index Number shall be substantially changed from the basis used at the date of commencement of the Lease the fraction to be applied shall be a fraction representing the rise in the relevant period in the weighted average for Australia of weekly wage rates to be determined by the Australian Bureau of Statistics and if the said Bureau is unwilling to make a determination to be determined by an Economist nominated by the President for the time being of the Law Institute of Victoria and the decision of such an Economist shall be final and conclusive and his fees shall be paid by the Lessor and the Lessee in equal shares.

Pending determination of the revised rental, the Lessee shall continue to pay the previous rental and upon determination of the revised rental the Lessee shall pay the balance of the revised rental retrospectively to the Adjustment Day.

3. The parties hereby agree and mutually covenant that they will respectively perform and observe all the covenants and obligations in the Lease as if the same covenants and obligations are repeated in full in this Deed and with such modifications only as are necessary to make them applicable to this Lease.

4.

4. The Guarantors jointly and severally covenant with the Lessor that they consent to the renewal of and variations to the Lease confirm that the provisions of the Guarantee apply to the renewed lease.
5. The Lessee shall pay all stamp duty payable upon this Deed and in respect of any up-stamping of the Lease, the Lessor's legal costs charges and expenses of and incidental to the preparation completion and stamping of this Deed and any up-stamping of the Lease.

EXECUTED AS A DEED

SIGNED SEALED and DELIVERED for)
 and on behalf of COMMONWEALTH BANK)
 OF AUSTRALIA ACN 123 123 124) COMMONWEALTH BANK OF
 by its Attorney BERNARD ERROL DILLON) AUSTRALIA by its attorney
 under power of attorney dated 5 January)
 1994 who certifies that he is Chief Manager)
 of the COMMONWEALTH BANK OF)
 AUSTRALIA in the presence of)

B. Errol Dillon

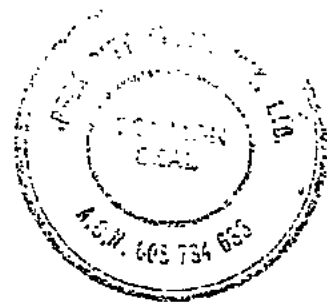
.....
 Signature of Witness

.....
 Name of Witness (block letters)

By executing this instrument the attorney states that the attorney has no notice of revocation of the power of attorney under the authority of which the attorney executes this instrument.

THE COMMON SEAL of BOOK CITY (AUST))
 PTY LTD was affixed to this document in the)
 presence of:)

Director.....
 Secretary.....



SIGNED SEALED and DELIVERED by the)
 said CLARA ANTIONETTE QUAYLE)
 in the presence of:)

Clara Antionette Quayle

SIGNED SEALED and DELIVERED by the)
 said DAVID CAMPBELL QUAYLE)
 in the presence of:)

David Campbell Quayle

95826

Attention: Gabrielle
Woolley
Pages: 5. J

COMMONWEALTH BANK OF AUSTRALIA
ACN 123 123 124

BOOK CITY (AUST) PTY LTD
ACN 005 734 636

CLARA ANTIONETTE QUAYLE AND DAVID CAMPBELL QUAYLE

RENEWAL AND VARIATION OF LEASE

Premises : 60 Langtree Avenue, Mildura

IAN F PURBRICK
Solicitor
Commonwealth Bank Group
Level 16
385 Bourke Street
Melbourne Vic 3000
Tel: (03) 9675 6736
Fax: (03) 9675 6464
DX 407 Melbourne
Ref: J Forward/1572395

THIS RENEWAL AND VARIATION OF LEASE is made the *19th* day of *August* 1999

BETWEEN

COMMONWEALTH BANK OF AUSTRALIA ACN 123 123 124 of 385 Bourke Street,
Melbourne ("the Lessor")

AND

BOOK CITY (AUST) PTY LTD ACN 005 734 636 of c/o Evans & Metcalfe, 7 Lyons
Street, North Ballarat ("the Lessee")

CLARA ANTIONETTE QUAYLE and DAVID CAMPBELL QUAYLE both of 1747 Sturt
Street, Ballarat ("the Guarantors")

Counterpart Lease
Stamped with \$591.60
TAX 559524 31-AUG-1999
State Dept Victoria, 1751

RECITALS

- A. By a Lease dated 21 October 1993 (the "Lease") a copy of which is annexed to this Renewal and Variation of Lease the Lessor leased to the Lessee the premises known as 60 Langtree Avenue, Mildura ("the premises") for a term of 3 years commencing on 1 July 1993 at the rent and otherwise on the terms and conditions contained in the Lease.
- B. By a Deed of Variation (undated) (the "Variation") the Lease was amended so as to contain 2 options of renewal each for 3 years.
- C. By a Lease Renewal and Variation dated 18 April 1999 (the "Renewal and Variation") a copy of which is annexed to this Renewal and Variation of Lease the Lease was renewed for 3 years and the terms and conditions relating to payment of the rent were varied.
- D. The Lessee has requested the Lessor to grant a lease to the Lessee of the premises for a further term of 3 years pursuant to the Variation, which the Lessor has agreed to do upon the terms and conditions contained in this Renewal and Variation of Lease.
- E. The Guarantors have agreed to execute this Renewal and Variation of Lease for the purpose of signifying their ratification of the Guarantee contained in the Lease (the "Guarantee") and the extension of the Guarantee to the renewed lease as described in this Renewal and Variation of Lease.

OPERATIVE PART

1. The Lessor leases to the Lessee the premises for a further term of 3 years commencing on 1 July 1999 at the initial annual rental of \$48,068.98 payable at the time and in the manner specified in the Lease and the Renewal and Variation and subject to any rental review or rental adjustment provisions contained in the Lease and the Renewal and Variation.
2. The parties agree and acknowledge that in all other respects the terms and conditions of the Lease remain in full force and effect and shall apply to this Renewal and Variation of Lease with the exception that the provisions of the Lease are deleted varied or amended by amending Item 9 of the First Schedule of the Lease to "2 further terms of 3 years" (the first being from 1 July 1999 to 30 June 2002 and the second being from 1 July 2002 to 30 June 2005).
3. The parties agree and mutually covenant that they will respectively perform and observe all the covenants and obligations in the Lease as if the same covenants and obligations are repeated in full in this Renewal and Variation of Lease and with such modifications only as are necessary to make them applicable to this Renewal and Variation of Lease.
4. The Guarantors jointly and severally covenant with the Lessor that they consent to this Renewal and Variation of Lease and confirm that the provisions of the Guarantee apply to this Renewal and Variation of Lease.
5. The Lessee must pay all stamp duty payable on this Renewal and Variation of Lease.

EXECUTED AS A DEED

SIGNED SEALED and DELIVERED for and)
on behalf of **COMMONWEALTH BANK OF**)
AUSTRALIA ACN 123 123 124 by its)
attorney)
under power of attorney dated 5 January 1994)
who certifies that he is Chief Manager of)
COMMONWEALTH BANK OF)
AUSTRALIA in the presence of:)

COMMONWEALTH BANK OF
AUSTRALIA by its attorney

.....
Signature of Witness

John Nigel Taylor

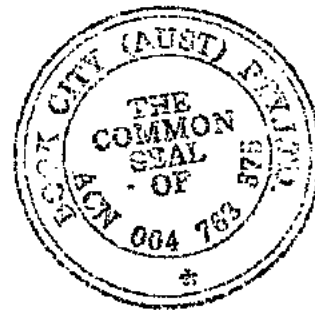
.....
Name of Witness (block letters)

By executing this instrument the attorney states that the attorney has no notice of revocation of the power of attorney under the authority of which the attorney executes this instrument

THE COMMON SEAL of BOOK CITY)
(AUST) PTY LTD ACN 005 734 636)
was affixed to this document in accordance)
with its Constitution in the presence of:)

Director.....

Secretary.....



SIGNED SEALED and DELIVERED by)
the said CLARA ANTIONETTE QUAYLE)
in the presence of:)

[Handwritten signature]

Clara Quayle

SIGNED SEALED and DELIVERED by)
the said DAVID CAMPBELL QUAYLE)
in the presence of:)

[Handwritten signature]

David Campbell Quayle

copy

PN 95826

1/2/02 - 30/6/05

LO 30908

"Book City"

COMMONWEALTH BANK OF AUSTRALIA

ABN 48 123 123 124

+ more
attached.

AND

JOHN PHILIP BOND and FRANCES ELIZABETH BOND,
TRUSTEES OF THE JOHN PHILIP BOND FAMILY TRUST

RENEWAL AND VARIATION OF LEASE

Premises: 60 Langtree Mall, Mildura, Vic

RYRIE BRIDGES
Solicitor
Commonwealth Bank Group
Level 16
385 Bourke Street
Melbourne Vic 3000
Tel: (03) 9675 6736
Fax: (03) 9675 6464
DX 407 Melbourne
Ref: JMF 2107231

THIS RENEWAL AND VARIATION OF LEASE is made the day of 2004

BETWEEN

COMMONWEALTH BANK OF AUSTRALIA ABN 48 123 123 124 of Level 7, 52 Martin Place, Sydney, New South Wales ("Lessor")

AND

JOHN PHILIP BOND and FRANCES ELIZABETH BOND, Trustees of the JOHN PHILIP BOND FAMILY TRUST both of Lot 2 Riverside Avenue, Mildura South, Victoria ("Lessees")

RECITALS

- A By a Lease dated 21 October 1993 ("Lease"), a copy of which is annexed to this Renewal and Variation of Lease, the Lessor leased to Book City (Aust) Pty Ltd the premises known as 60 Langtree Mall, Mildura ("Premises") for a term of 3 years commencing on 1 July 1993 at the rent and otherwise on the terms and conditions contained in the Lease.
- B By a Lease Renewal and Variation dated 18 April 1997 ("first Variation of Lease"), a copy of which is annexed to this Renewal and Variation of Lease, the Lease was renewed and the terms and conditions of the Lease were varied.
- C By a Renewal and Variation of Lease dated 19 August 1999 ("second Variation of Lease"), a copy of which is annexed to this Renewal and Variation of Lease, the Lease was renewed and the terms and conditions of the Lease were further varied.
- D The Lessees are now in occupation of the Premises in accordance with the Lease.
- E The Lessor and the Lessees have agreed to further renew and vary the Lease, the first Variation of Lease and the second Variation of Lease on the terms and conditions contained in this Renewal and Variation of Lease with effect from 1 July 2002 ("Operative Date").

OPERATIVE PART

- 1 The Lessor and the Lessees agree and acknowledge that the terms and conditions of the Lease, the first Variation of Lease and the second Variation of Lease remain in full force and effect and applies to this Renewal and Variation of Lease as if fully set out herein with the exception that the provisions of the Lease are deleted varied or amended as from the Operative Date in the following manner:
 - 1.1 by amending the Commencement Date and the Termination Date to "3 years commencing on 1 July 2002 and expiring on 30 June 2005".
 - 1.2 by amending the Rent to "\$60,000 plus GST for the year 1 July 2002 to 30 June 2003".

- 1.3 by amending the Monthly Instalment Payments to "\$5,000 per month for the year 1 July 2002 to 30 June 2003".
- 1.4 by amending Rental Adjustment to "the Rent will be reviewed to market at the commencement of the Further Terms (if exercised by the Lessees) and there will be a CPI review on 1 July 2003 and 1 July 2004 (CPI Adjustment Dates)".
- 1.5 by amending Further Terms to "2 options of 3 years commencing on 1 July 2005 and 1 July 2008".
- 1.6 by amending the address for service of notices of the Lessor to:

By Hand c/o Executive General Manager Colonial First State Property Level 7 52 Martin Place Sydney NSW 2000; Postal Address GPO Box 3892 Sydney NSW 2001; Fax (02) 8705 7231.

- 1.7 by inserting a CPI review clause as follows:

The Rent will be adjusted on the CPI Adjustment Date to an amount represented by A in the following formula:

$$A = \frac{B}{C} \times D$$

Where B = the Index Number released for the Quarter ending immediately prior to the CPI Adjustment Date;

C = the Index Number released for the Quarter ending immediately prior to:

- (i) the last CPI Adjustment Date, except where sub-paragraph (ii) immediately below applies;
- (ii) the Commencement Date, where the relevant CPI Adjustment Date is not the Commencement Date but is the first date after the Commencement Date upon which the Rent is to be adjusted or reviewed.

D = the Rent payable immediately prior to the CPI Adjustment Date.

"Index Number" means the Consumer Price Index All Groups Melbourne.

If the Consumer Price Index All Groups Melbourne is suspended or discontinued, Index Number will mean the price index substituted by the Australian Statistician.

If no price index is substituted, Index Number will mean the general inflation rate in Victoria as published by the Victorian Department of Treasury for the relevant period.

"Quarter" means a 3 month period.

- 1.8 by inserting a Goods and Services Tax clause as follows:
- (a) In this clause, unless the contrary intention appears, expressions and words that are defined in the A New Tax System (Goods and Services Tax) Act 1999 as amended from time to time or any act passed in substitution for or replacement of that act ("Act"), have the meanings defined in the Act.

- (b) All amounts expressed or determined to be payable under this Renewal and Variation of Lease are calculated and will be determined exclusive of GST.
- (c) If the recipient of a taxable supply under or in connection with this Renewal and Variation of Lease is required to reimburse the supplier of that taxable supply for an amount paid or payable by the supplier for a taxable supply to the supplier by a third party for which the supplier is entitled to claim an input tax credit, the amount required to be reimbursed shall be reduced by the amount of the input tax credit.
- (d) On the due date for payment of any amount that is payable under or in connection with this Renewal and Variation of Lease (including an amount referred to in sub-clause (c) above), the amount that must be paid is the amount derived by multiplying the original amount payable by the formula $[1 + (\text{the applicable rate of GST expressed as a decimal})]$.
- (e) The supplier must provide to the recipient a tax invoice in accordance with the requirements of the Act for each payment by the recipient to the supplier but the recipient is not obliged to make the payment until it receives the tax invoice. Any party issuing a tax invoice must be registered for Australian Business Number purposes.
- (f) If there is an adjustment event in relation to a supply so that the amount of GST that is or will be required to be paid in respect of that supply is different from the amount of GST recovered by the supplier from the recipient, then, as appropriate, the supplier:
 - (i) may recover from the recipient the amount by which the amount of GST on the supply exceeds the amount recovered; and
 - (ii) must refund to the recipient the amount by which the amount recovered exceeds the amount of GST on the supply.

1.9 by inserting a bank guarantee clause as follows:

- (a) The Lessees must deliver to the Lessor on or before the execution of this Renewal and Variation of Lease a bank guarantee in a form approved by the Lessor of \$15,000 ("guaranteed sum").
- (b) The guaranteed sum or any part is payable and may be applied by the Lessor without notice to the Lessees at any time if the Lessees breach any of the terms and conditions of this Lease. If the guaranteed sum becomes payable, the Lessor is entitled to apply to the bank for payment of the guaranteed sum. Notwithstanding anything express or implied to the contrary, acceptance of the guaranteed sum under the bank guarantee does not affect or limit the rights of the Lessor under this Renewal and Variation of Lease nor operate as a waiver of the Lessee's failure, breach or non-performance but must be applied in or towards satisfaction of the Lessee's obligations and be brought to account.
- (c) If the Lessor calls on the bank guarantee, then the Lessor may give the Lessees a notice in writing asking them for a replacement or additional bank guarantee, which the Lessees must deliver to the Lessor not less than fourteen days after receipt by them of the notice.

(d) At the expiration or termination of the Lease, if the bank guarantee has not become payable, the Lessor must return the bank guarantee to the Lessees within two months thereof.

- 2 The Lessor and the Lessees agree and mutually covenant that they will respectively perform and observe all the covenants and obligations in the Lease, the first Variation of Lease and the second Variation of Lease as varied above as if the same covenants and obligations were repeated in full in this Renewal and Variation of Lease and with such modifications only as are necessary to make them applicable to this Renewal and Variation of Lease.
- 3 The Lessor and the Lessees must pay their own legal costs incurred in the negotiation, preparation and execution of this Renewal and Variation of Lease.

EXECUTED AS A DEED

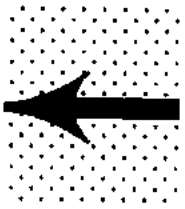
Lessor:

SIGNED SEALED and DELIVERED
for and on behalf of **COMMONWEALTH BANK**
OF AUSTRALIA ABN 48 123 123 124
by its Attorney **PETER WILLIAM OLLIVER**

) **COMMONWEALTH BANK OF**
) **AUSTRALIA** by its Attorney
)
)
)

under power of attorney dated 5 January 1994
who certifies that ~~she~~/he is a Chief Manager of
COMMONWEALTH BANK OF AUSTRALIA
in the presence of:

P. Olliver



By executing this instrument the attorney states that the attorney has no notice of revocation of the power of attorney under the authority of which the attorney executes this instrument.

A. Burgers

.....
Signature of Witness

ANETTE BURGERS

.....
Name of Witness (block letters)

Lessees:

SIGNED SEALED and DELIVERED by the said)
JOHN PHILIP BOND in the presence of:)

John Philip Bond

M. Baldock

.....
Signature of Witness

Marie-Louise Baldock

.....
Name of Witness (block letters)

SIGNED SEALED and DELIVERED by the said)
FRANCES ELIZABETH BOND in the presence of:)

Frances Elizabeth Bond

M. Baldock

.....
Signature of Witness

Marie-Louise Baldock

.....
Name of Witness (block letters)

ALISON HAREWOOD
SOLICITOR VICTORIA
COMMONWEALTH BANK GROUP

Telephone (03) 9675 6481
Facsimile (03) 9675 6464
Email daviea@cba.com.au

3044 001 / 000887
Legal Services
Level 16, 385 Bourke Street
Melbourne VIC 3000
DX 407 Melbourne

Your Ref Anette Burgers
My Ref Andrew Davie 2549575

28 December 2005

2038 040
Colonial First State Property
Corporate Portfolios
National Property Management
Level 8
52 Martin Place
SYDNEY NSW

BOOK CITY MILDURA
PREMISES: 60 LANGTREE MALL, MILDURA
PN: PN 95826

I enclose the Bank's part of the executed Renewal and Variation of Lease dated 21 December 2005 for safekeeping.



ANDREW DAVIE
For Solicitor Victoria

Enc

PN 95826

1/7/05 - 30/6/08

LO 30908

COMMONWEALTH BANK OF AUSTRALIA

ABN 48 123 123 124

AND

**JOHN PHILIP BOND and FRANCES ELIZABETH BOND,
TRUSTEES OF THE JOHN PHILIP BOND FAMILY TRUST**

RENEWAL AND VARIATION OF LEASE

Premises: 60 Langtree Mall, Mildura

ALISON HAREWOOD
Solicitor
Commonwealth Bank Group
Level 16
385 Bourke Street
Melbourne Vic 3000
Tel: (03) 9675 6736
Fax: (03) 9675 6464
DX 407 Melbourne
Ref: AJD/2549575

THIS RENEWAL AND VARIATION OF LEASE is made the *21st* day of *December* 2005

BETWEEN

COMMONWEALTH BANK OF AUSTRALIA ABN 48 123 123 124 of Level 7, 52 Martin Place, Sydney, New South Wales ("Lessor")

AND

JOHN PHILIP BOND and FRANCES ELIZABETH BOND, Trustees of the JOHN PHILIP BOND FAMILY TRUST both of Lot 2 Riverside Avenue, Mildura South, Victoria ("Lessee")

RECITALS

- A By a Lease dated 21 October 1993 ("Original Lease") the Lessor leased to Book City (Aust) Pty Ltd the premises known as 60 Langtree Mall, Mildura ("Premises") for a term of 3 years commencing on 1 July 1993 at the rent and otherwise on the terms and conditions contained in the Original Lease.
- B By a Lease Renewal and Variation dated 18 April 1997 ("first Variation of Lease") the Original Lease was renewed and varied.
- C By a Renewal and Variation of Lease dated 19 August 1999 ("second Variation of Lease") the Original Lease was further renewed and varied.
- D By a Renewal and Variation of Lease effective from 1 July 2002 between the parties the Original Lease was further renewed for a period of 3 years expiring on 30 June 2005 ("third Variation of Lease").
- E The Original Lease as renewed and varied by the first Variation of Lease, the second variation of Lease and the third Variation of Lease is hereinafter referred to as "the Lease" in this document.
- F The Lessor and the Lessee have agreed to further renew and vary the Lease with effect from 1 July 2005 ("Operative Date").

OPERATIVE PART

- 1 The Lessor and the Lessees agree and acknowledge that the terms and conditions of the Lease (as renewed and varied) remain in full force and effect and apply to this Renewal and Variation of Lease as if fully set out herein with the exception that the provisions of the Lease are deleted varied or amended as from the Operative Date in the following manner:
 - 1.1 by amending the Commencement Date and the Termination Date to "3 years commencing on 1 July 2005 and expiring on 30 June 2008".
 - 1.2 by amending the Rent to "\$65,400 plus GST for the year 1 July 2005 to 30 June 2006".

- 1.3 by amending the Monthly Instalment Payments to "\$5,450 per month for the year 1 July 2005 to 30 June 2008".
- 1.4 by amending Rental Adjustment to "the Rent will be reviewed to market at the commencement of the Further Term (if exercised by the Lessee) and there will be a CPI adjustment on 1 July 2006 and 1 July 2007 (CPI Adjustment Dates)".
- 1.5 by amending Further Term to "1 option of 3 years commencing 1 July 2008".
- 1.6 the parties acknowledge that the following CPI review clause applies to the Lease:

The Rent will be adjusted on each CPI Adjustment Date to an amount represented by A in the following formula:

$$A = \frac{B}{C} \times D$$

Where B = the Index Number released for the Quarter ending immediately prior to the relevant CPI Adjustment Date;

C = the Index Number released for the Quarter ending immediately prior to:

- (i) the last CPI Adjustment Date, except where sub-paragraph (ii) immediately below applies;
- (ii) the Commencement Date, where the relevant CPI Adjustment Date is not the Commencement Date but is the first date after the Commencement Date upon which the Rent is to be adjusted or reviewed.

D = the Rent payable immediately prior to the CPI Adjustment Date.

"Index Number" means the Consumer Price Index All Groups Melbourne.

If the Consumer Price Index All Groups Melbourne is suspended or discontinued, Index Number will mean the price index substituted by the Australian Statistician.

If no price index is substituted, Index Number will mean the general inflation rate in Victoria as published by the Victorian Department of Treasury for the relevant period.

"Quarter" means a 3 month period.

- 2 The Lessor and the Lessees agree and mutually covenant that they will respectively perform and observe all the covenants and obligations in the Lease as varied above as if the same covenants and obligations were repeated in full in this Renewal and Variation of Lease and with such modifications only as are necessary to make them applicable to this Renewal and Variation of Lease.
- 3 The Lessor and the Lessee must pay their own legal costs incurred in the negotiation, preparation and execution of this Renewal and Variation of Lease.

4. The parties acknowledge that this Lease is a retail premises lease to which the provisions of the Retail Leases Act 2003 ("the Act") apply. The parties agree and acknowledge that all of the provisions of this Lease must be read subject to the provisions of the Act and to the extent of any inconsistency the provisions of the Act must prevail.

EXECUTED AS A DEED

SIGNED SEALED and DELIVERED
for and on behalf of **COMMONWEALTH BANK**
OF AUSTRALIA ABN 48 123 123 124
by its Attorney **PETER WILLIAM OLLIVER**

) **COMMONWEALTH BANK OF**
) **AUSTRALIA** by its Attorney
) **PETER WILLIAM OLLIVER**

under power of attorney dated 5 January 1994
who certifies that she/he is a Senior Manager of
COMMONWEALTH BANK OF AUSTRALIA
in the presence of:



By executing this instrument the attorney states that the attorney has no notice of revocation of the power of attorney under the authority of which the attorney executes this instrument.



.....
Signature of Witness

ANETTE BURGERS
.....

Name of Witness (block letters)

Lessees:

SIGNED SEALED and DELIVERED by the said)
JOHN PHILIP BOND in the presence of:)

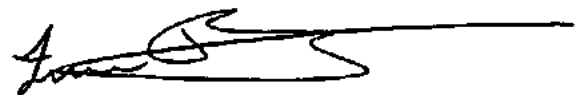


.....
Signature of Witness

RHONDA HINDERLICH
.....

Name of Witness (block letters)

SIGNED SEALED and DELIVERED by the said)
FRANCES ELIZABETH BOND in the presence of:)



.....
Signature of Witness

.....RHONDA WINDERLICH.....
Name of Witness (block letters)

AJ Mullumby
Solicitor Victoria
Commonwealth Bank Group

Phone: 03 9675 7583
Fax: 03 9675 6464
Email: Michelle.Veneracion-Veitch@cba.com.au

Our ref: Michelle.Veneracion-Veitch 3031755
Your ref: Anette Burgers

Level 16
385 Bourke Street
MELBOURNE VIC 3000

Reply
GPO Box 1966
MELBOURNE VIC 3001
DX 407 Melbourne

16 July 2008

2038 040
Commonwealth Bank of Australia
General Manager
Corporate Services Property
Financial Risk Management
Mezzanine Level
175 Pitt Street
SYDNEY NSW

Dear Anette

RENEWAL AND VARIATION OF LEASE
COMMONWEALTH BANK OF AUSTRALIA *from* BOND
Premises: 58 Langtree Mall, Mildura.
PN : 95826

I enclose the Bank's part of the executed Lease dated 14 July 2008 for safekeeping.

Yours faithfully
AJ Mullumby
Solicitor Victoria


per: Michelle Veneracion-Veitch

Enc

PN 95826

1/7/08 - 30/6/11

L030908

Book City

RENEWAL AND VARIATION OF LEASE

Premises: 58 Langtree Mall, Mildura

JOHN PHILIP BOND

FRANCES ELIZABETH BOND

COMMONWEALTH BANK OF AUSTRALIA

AJ Mullumby
Solicitor Victoria
Commonwealth Bank of Australia
Level 16, 385 Bourke Street
Melbourne VIC 3000
Australia
DX 407 Melbourne
Phone: +613 9675 7583
Fax: +613 9675 6464
Ref: MCV:3031755

THIS DEED is made the 14 day of July 2008

BETWEEN

COMMONWEALTH BANK OF AUSTRALIA ABN 48 123 123 124 of 48 Martin Place, Sydney, New South Wales ("Lessor")

AND

JOHN PHILIP BOND and FRANCES ELIZABETH BOND, Trustees of the JOHN PHILIP BOND FAMILY TRUST both of ~~58 Langtree Mall, Mildura, Victoria~~ ("Lessee")

JB 596 RIVERSIDE AVENUE, MILOURA SOUTH 3501

BACKGROUND

- A. The Lessor is the owner of the land on which the Demised Premises are situated.
- B. The Lessee occupies the Demised Premises as tenant under the Lease.
- C. The parties have agreed to renew and vary the Lease on the terms contained in this Deed.

OPERATIVE PART

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed unless the context otherwise requires:

"Demised Premises" means 58 Langtree Mall, Mildura, Victoria as more particularly described in the Lease;

"Effective Date" means 1 July 2008;

"Lease" means the lease between the Lessor and the Lessee dated 21 October 1993 (as renewed and varied from time to time) in regard to the Demised Premises;

"Renewed Lease" means the Lease as renewed and varied by the provisions of this Deed.

1.2 Interpretation

The interpretation provisions of the Lease apply to this Deed.

2. LEASE

The Lessor leases the Demised Premises to the Lessee commencing on the Effective Date on the terms set out in the Lease as if they were set out in full in this Deed but with the variations set out in clause 3 of this Deed.

3. VARIATION OF LEASE

The Lease is varied from the Effective Date as follows:

- (a) amending the Commencement Date and the Termination Date to "3 years commencing on 1 July 2008 and expiring on 30 June 2011".
- (b) amending the Rent to "\$72,320 per annum plus GST".
- (c) amending the Monthly Instalment Payments to "\$6,026.67 per month plus GST".
- (d) amending the Further Term to "nil".
- (e) changing the address for service of notices on the Lessor in the Lease to :

Commonwealth Bank of Australia		
Corporate Services Property	OR if by post	GPO Box 3899
Mezzanine Level, 175 Pitt Street		Sydney NSW 2001
Sydney NSW 2000		
Fax: (02) 9303 3605		

4. TERMS OF NEW LEASE

The parties must each comply with their obligations under the Lease as varied by this Deed in the same way as if those obligations were repeated in full in this Deed with only those changes necessary for them to apply to the Renewed Lease.

5. RETAIL LEASES ACT

The parties acknowledge that this Lease is a retail premises lease to which the provisions of the *Retail Leases Act 2003* (the "Act") apply. The parties agree and acknowledge that all of the provisions of this Lease must be read subject to the provisions of the Act and to the extent of any inconsistency the provisions of the Act must prevail.

6. COSTS

Each party is responsible for its own legal costs in connection with the preparation, negotiation and execution of this Deed.

EXECUTED as a Deed

SIGNED SEALED AND DELIVERED by JOHN PHILIP BOND)
)
)

John Philip Bond
.....

in the presence of:

M. Baldock
.....
Signature of Witness

Marie-Louise Baldock
.....
Full Name of Witness

SIGNED SEALED AND DELIVERED by FRANCES ELIZABETH BOND)
)
)

Frances Elizabeth Bond
.....

in the presence of:

M. Baldock
.....
Signature of Witness

Marie-Louise Baldock
.....
Full Name of Witness

SIGNED SEALED AND DELIVERED for and on behalf of COMMONWEALTH BANK OF AUSTRALIA ABN 48 123 123 124 by its attorney Josephine Zangari)
)
)

COMMONWEALTH BANK OF AUSTRALIA by its attorney

under power of attorney dated 16/12/98 who certifies that he/she is a Manager)
)
)

J. Zangari
.....
Josephine Zangari
Manager

of COMMONWEALTH BANK OF AUSTRALIA in the presence of:)
)
)

A. Mufers
.....
Signature of Witness

ANETTE BURGERS
.....
Name of Witness (BLOCK LETTERS)

By executing this instrument the attorney states that the attorney has no notice of revocation of the power of attorney under the authority of which the attorney executes this instrument.

Renewal of lease

58 Langtree Mall, Mildura, Victoria

Commonwealth Bank of Australia (**Landlord**)

John Phillip Bond and Frances Elizabeth Bond (**Tenant**)

MinterEllison

L A W Y E R S

RIALTO TOWERS, 525 COLLINS STREET, MELBOURNE VIC 3000, DX 204 MELBOURNE
TEL: +61 3 8608 2000 FAX: +61 3 8608 1000
www.minterellison.com

Renewal of lease

Premises: 58 Langtree Mall, Mildura, Victoria

CBA Property No: 95826

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Information table

Date 22 August 2011

Parties

Name **Commonwealth Bank of Australia ACN 123 123 124**
Role **Landlord**
ABN 48 123 123 124
Notice details Hand deliveries: Corporate Services Property
Commonwealth Bank Place
North, Level 8A, 1 Harbour Street
SYDNEY NSW 2000
Postal deliveries: Corporate Services Property
GPO Box 3899
SYDNEY NSW 2001
Facsimile: 1800 706 841
Attention: Corporate Services Property

Name **John Phillip Bond and Frances Elizabeth Bond**
ABN 48 123 123 124
Role **Tenant**
Notice details 28 Langtree Mall
MILDURA VICTORIA 3500
Facsimile: 03 5023 1865
Attention: Mr John Bond

Items

- Item 1 Premises** 58 Langtree Mall, Mildura, Victoria being part of the Land and the improvements on the Land
- Item 2 Lease** The lease dated 21 October 1993 between Commonwealth Bank of Australia as landlord and Book City (Aust) Pty Ltd) as tenant in respect of the Premise, as:
- (a) renewed and varied by deed of renewal and variation dated 18 April 1997 between Commonwealth Bank of Australia as landlord and Book City (Aust) Pty Ltd) as tenant;
 - (b) renewed and varied by deed of renewal and variation dated 19 August 1999 between Commonwealth Bank of Australia as landlord and Book City (Aust) Pty Ltd) as tenant;
 - (c) renewed and varied by deed of renewal and variation dated 2004 between Commonwealth

Bank of Australia as landlord and John Phillip Bond and Frances Elizabeth Bond tenant;

(d) renewed and varied by deed of renewal and variation dated 21 December 2005 between Commonwealth Bank of Australia as landlord and John Phillip Bond and Frances Elizabeth Bond tenant; and

(e) renewed and varied by deed of renewal and variation dated 14 July 2008 between Commonwealth Bank of Australia as landlord and John Phillip Bond and Frances Elizabeth Bond tenant.

Item 3	New Term	3 years together with options for 2 further terms each of 3 years
Item 4	Commencement Date	1 July 2011
Item 5	Expiry Date	30 June 2014
Item 6	Rent	<i>Initial Term (1 July 2011 – 30 June 2014)</i> Year 1 \$75,435.00 per annum plus GST Year 2 The Rent for Year 1 is reviewed in accordance with Item 8 of the Lease (CPI) Year 3 The Rent for Year 1 is reviewed in accordance with Item 8 of the Lease (CPI) <i>First Further Term (1 July 2014 – 30 June 2017)</i> Year 1 The rent is reviewed in accordance with clause 12.02 (to market) Year 2 The Rent for Year 1 is reviewed in accordance with Item 8 of the Lease (CPI) Year 3 The Rent for Year 1 is reviewed in accordance with Item 8 of the Lease (CPI) <i>Initial Term (1 July 2017 – 30 June 2020)</i> Year 1 The rent is reviewed in accordance with clause 12.02 (to market) Year 2 The Rent for Year 1 is reviewed in accordance with Item 8 of the Lease (CPI) Year 3 The Rent for Year 1 is reviewed in accordance with Item 8 of the Lease (CPI)
Item 7	Land	The land in certificate of title Volume 3554 Folio 368

Background

- A The Landlord is the registered proprietor of the Land.
- B The Tenant occupies the Premises as tenant under the Lease.
- C The Landlord and the Tenant have agreed to renew the Lease for the New Term.

Agreed terms

1. Defined terms & interpretation

1.1 Defined terms

In this deed unless the context otherwise requires:

Bank means the Commonwealth Bank of Australia ACN 123 123 124 and its successors and any Related Corporation of the Bank.

Commencement Date means the date in Item 4.

Expiry Date means the date in Item 5.

GST Act means a *New Tax System (Goods and Services Tax) Act 1999* (Cth) as amended from time to time or any act passed in substitution for or replacement of that Act.

Information table means the part of this deed described as the Information table.

Item means an item appearing in the Information table.

Land means the land in Item 7.

Landlord includes:

- (a) the Bank while the Bank is Landlord under this deed;
- (b) the Landlord's executors, administrators, employees, agents and contractors, and permitted assignees and successors in title of the Landlord; and
- (c) the executors, administrators and permitted sub-tenants, assignees and successors in title of the persons in (b).

Lease means the lease in Item 2.

New Term means the period in Item 3.

Premises means the premises in Item 1.

Related Corporation means, for a company, another company which is a related corporation of that company within the meaning of section 50 of the *Corporations Act 2001* (Cth).

Rent means the rent in Item 6 as adjusted from time to time in accordance with the Lease as renewed and varied by this deed.

State means the state or territory in Australia in which the Premises are located.

Tenant includes:

- (a) the Tenant named in the Information table;
- (b) the Tenant's employees, agents, contractors, subcontractors, invitees and licensees; and
- (c) the successors in title, transferees, assignees and concurrent tenants of the Tenant.

1.2 Interpretation

In this deed, except where the context otherwise requires:

- (a) the singular includes the plural and vice versa, and a gender includes other genders;
- (b) another grammatical form of a defined word or expression has a corresponding meaning;

- (c) a reference to a clause, paragraph, schedule, information table, appendix or annexure is to a clause, paragraph of, schedule, information table, appendix, or annexure to, this deed, and a reference to this deed includes any schedule, information table, appendix or annexure;
- (d) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- (e) a reference to A\$, \$A, dollar or \$ is to Australian currency;
- (f) a reference to a person includes a natural person, partnership, corporation, body corporate, association, joint venture, trust, governmental or local authority or agency or other entity;
- (g) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (h) a reference to any professional body, association or institute includes any succeeding body, association or institute serving similar objects;
- (i) the meaning of general words is not limited by specific examples introduced by **including, for example** or similar expressions;
- (j) any agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;
- (k) any agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally; and
- (l) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this deed or any part of it.

1.3 Headings

In this deed, headings are for guidance only and do not affect interpretation.

1.4 Governing law

This deed is governed by the law of the State and each party irrevocably and unconditionally submits to the non exclusive jurisdiction of the courts of the State and all courts of appeal from those courts.

2. Renewal of Lease

The Landlord leases the Premises to the Tenant for the New Term starting on the Commencement Date and ending on the Expiry Date:

- (a) at the Rent, as this may be varied under the Lease, payable as set out in the Lease; and
- (b) otherwise on the same conditions as are set out in the Lease, with only those changes necessary for them to apply to this deed, and, with effect from the Commencement Date, the variations set out in Schedule 1.

3. Landlord's and Tenant's obligations

The Landlord and the Tenant must each comply with their obligations under the Lease, as renewed and varied by this deed, in the same way as if those obligations were repeated in full in this deed, with only those changes necessary for them to apply to this deed.

4. Goods and Services Tax

4.1 Definitions

In this clause 4, unless the contrary intention appears, expressions and words that are defined in the GST Act have the meanings defined in the GST Act.

4.2 GST exclusive

All amounts expressed or determined to be payable under this deed are calculated and will be determined exclusive of GST.

4.3 GST to be paid

If GST is payable on any supply made under this deed, the amount payable for that supply is increased by the amount of GST.

4.4 Tax invoice

The supplier must provide to the recipient a tax invoice in accordance with the GST Act. Any party issuing a tax invoice must be registered for Australian Business Number purposes.

5. Costs, duty and fees

5.1 Costs

The Landlord and the Tenant must each pay their own legal and other costs arising from this deed including preparing, negotiating and executing this deed.

5.2 Duty and fees

The Tenant must pay the duty and registration fees (if any) arising out of this deed.

6. General

6.1 Whole agreement

This deed contains the entire agreement between the parties and supersedes any earlier agreement or understanding on the subject matter of this deed.

6.2 Further assurances

The Landlord and the Tenant must do everything reasonably required to:

- (a) bind the Landlord and the Tenant under this deed and the Lease;
- (b) allow the Landlord and the Tenant to exercise their rights under this deed and the Lease;
and
- (c) give full effect to this deed and the Lease.

6.3 Counterparts

This deed may consist of any number of counterparts.

7. Notices

The notices clause of the Lease applies to any notice consent or approval required by this deed.

Schedule 1 – Variation schedule

The Lease is varied from the Commencement Date as follows:

- (a) **Clause 2.05 (Costs of Lease)** – Delete and replace with:

'The Lessor and the Lessee must each pay their own legal and other costs arising from this Lease including preparing, negotiating and executing this deed. The Lessee must pay the duty and registration fees (if any) arising out of this deed.'

- (b) **Clause 12.01(d)(i) (Request for Further Term)** – Delete.

- (c) **Clause 12.02 (Rent in Further Term)** – Delete and replace with:

12.01 **Request for further term**

12.01.01 Either party may notify the other party in writing of the Rent that it considers to be the current market rent for the Premises on the date not less than four nor more than six calendar months before the expiration of the term (**Market Review Date**).

12.01.02 If the parties do not agree with the rent stated in a notice under clause 12.01.01 within 28 days of the date of service of the notice under clause 12.01.01 either party may give a notice to the other party objecting to the proposed market rent.

12.01.03 If neither party gives a notice within the 28 day period under clause 12.01.02, the rent is as stated in the notice under clause 12.01.01 and the parties shall make any necessary adjusting payments.

12.01.04 If a party gives a notice within the 28 day period under clause 12.01.02 and the parties do not agree on the market rent within 14 days after that notice is served the market rent must be decided by a registered valuer who is a member of the Australian Property Institute (Victoria Division) (**Institute**) having at least 5 years experience in the valuation of areas similar to the Premises (**Valuer**) appointed by agreement between the parties or failing agreement by a Valuer appointed by the President at the Institute at the request of either or both parties.

12.01.04 Any Valuer appointed under clause 12.01.04 must determine the current market rent of the Premises at the relevant Market Review Date and the decision of the Valuer is final. The Valuer must act as an expert, not an arbitrator and the Valuer's costs must be borne by both the Lessor and the Lessee in equal proportions.'

- (d) **The First Schedule** – replace the following items:

Item 1 (Lessor) – Delete the existing text and replace with:

COMMONWEALTH BANK OF AUSTRALIA ABN 48 123 123 124 of

- (a) by hand delivery:

Commonwealth Bank of Australia
Corporate Services Property
Commonwealth Bank Place
SYDNEY NSW 2000

- (b) by post:

Commonwealth Bank of Australia
Corporate Services Property

GPO Box 3899
SYDNEY NSW 2001

- (c) by facsimile transmission:
Commonwealth Bank of Australia
Corporate Services Property
Facsimile 1800 706 841'

Item 2 (Lessee) – Delete the existing text and replace with:

'John Phillip Bond and Frances Elizabeth Bond 28 Langtree Mall, Mildura, Victoria 3500'

Item 3(2) (Commencement Date and Terminating Date) – Delete the existing text and replace with:

'Commencing on 1st day of July 2011 and ending on the 30th day of June 2014'.

Item 4 (Initial Annual Rent) – Delete the existing text and replace with:

'\$75,435.00 per annum subject always to review in accordance with the provisions of this Lease'.

Item 5 (Monthly Instalments of Rental) – Delete the monthly instalment figure and replace with '\$6,286.25'.

Item 8 (Rental Adjustment) – Delete the existing text and replace with:

'The Rent will be adjusted on each anniversary of the Commencement Date and on each anniversary of the commencement date of each further term in accordance with Schedule 2 of this Lease (CPI review clause). Otherwise the Rent will be reviewed on the commencement date of each Further Term (if exercised by the Lessee) to a market Rent review in accordance with clause 12.02'.

Item 9 (Further Term) – Delete the existing text and replace with:

'Two (2) further terms of three (3) years each.'

- (e) **Clause 13 (new)** – Insert a new clause as follows:

13.01 Lessee's Works

- (a) **Definition**

In this clause 13.01, **Lessee's Works** means the installation of a new commercial grade carpet throughout the Premises at the Lessee's cost and to a design and standard approved by the Lessor.

- (b) **Lessee's Works**

The Lessee must effect the Lessee's Works:

- (a) as soon as practicable and no later than 31 December 2012 (being 18 months from the Commencement Date);
(b) in a proper and workmanlike manner;
(c) in accordance with this Lease, all laws and plans and specifications approved by the Lessor; and
(d) to the Lessor's satisfaction (acting reasonably).

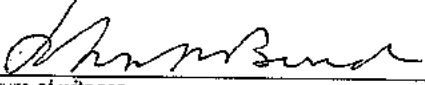
Schedule 2 – Mortgagee Consent

Intentionally deleted

Signing page

EXECUTED as a deed.

Signed sealed and delivered by John Phillip Bond in the presence of

 ← ←
Signature of witness John Phillip Bond

Marie Baldock 
Name of witness (print)

Signed sealed and delivered by Frances Elizabeth Bond in the presence of

Marie Baldock ← 
Signature of witness Frances Elizabeth Bond

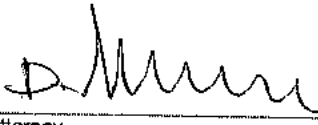

Name of witness (print)

SIGNED for and on behalf of COMMONWEALTH BANK OF AUSTRALIA ACN 123 123 124 by its Attorney **Damian Surace**

under Power of Attorney dated 16/12/198 a certified copy of which is filed in Permanent Order Book No. 277 Page 13 Item 3 who certifies that he/she is Manager of the COMMONWEALTH BANK OF AUSTRALIA in the presence of:


Signature of witness

Lisa Farah
Name of witness (block letters)


Signature of attorney

CommonwealthBank



Renewal of lease

58 Langtree Avenue (also known as 58
Langtree Mall), Mildura, Victoria

Commonwealth Bank of Australia (**Landlord**)

John Phillip Bond and Frances Elizabeth Bond (**Tenant**)

MinterEllison

L A W Y E R S

RIALTO TOWERS, 525 COLLINS STREET, MELBOURNE VIC 3000, DX 204 MELBOURNE
TEL: +61 3 8608 2000 FAX: +61 3 8608 1000
www.minterellison.com

Renewal of lease

Premises: 58 Langtree Mall (also known as 58 Langtree Mall),
Mildura, Victoria

CBA Property No: 95826

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Information table

Date

22 MAY 2015

Parties

Name Commonwealth Bank of Australia ACN 123 123 124
Role Landlord
ABN 48 123 123 124
Notice details
Hand deliveries: Corporate Services Property
Commonwealth Bank Place
North, Level 8A, 1 Harbour Street
SYDNEY NSW 2000
Postal deliveries: Corporate Services Property
GPO Box 3899
SYDNEY NSW 2001
Facsimile: 1800 706 841
Attention: Corporate Services Property

Name John Phillip Bond and Frances Elizabeth Bond
ABN 48 123 123 124
Role Tenant
Notice details Collins Booksellers Mildura
58 Langtree Avenue (also known as Langtree Mall)
MILDURA VICTORIA 3500
Facsimile: 03 5023 1865
Attention: Mr John Bond

Items

- Item 1** **Premises** 58 Langtree Avenue (also known as 58 Langtree Mall), Mildura, Victoria being part of the Land and the improvements on the Land
- Item 2** **Lease** The lease dated 21 October 1993 between Commonwealth Bank of Australia as landlord and Book City (Aust) Pty Ltd as tenant in respect of the Premises, as:
- (a) renewed and varied by deed of renewal and variation dated 18 April 1997 between Commonwealth Bank of Australia as landlord and Book City (Aust) Pty Ltd as tenant;
- (b) renewed and varied by deed of renewal and variation dated 19 August 1999 between Commonwealth Bank of Australia as landlord and Book City (Aust) Pty Ltd as tenant;

(c) renewed and varied by deed of renewal and variation dated 2004 between Commonwealth Bank of Australia as landlord and John Phillip Bond and Frances Elizabeth Bond as tenant;

(d) renewed and varied by deed of renewal and variation dated 21 December 2005 between Commonwealth Bank of Australia as landlord and John Phillip Bond and Frances Elizabeth Bond as tenant;

(e) renewed and varied by deed of renewal and variation dated 14 July 2008 between Commonwealth Bank of Australia as landlord and John Phillip Bond and Frances Elizabeth Bond as tenant; and

(f) renewed and varied by deed of renewal and variation dated 22 August 2011 between Commonwealth Bank of Australia as landlord and John Phillip Bond and Frances Elizabeth Bond as tenant.

Item 3	Renewal Clause	12.02
Item 4	New Term	3 years together with options for 1 further term of 3 years
Item 5	Commencement Date	1 July 2014
Item 6	Expiry Date	30 June 2017
Item 7	Rent	<i>Initial Term (1 July 2014 – 30 June 2017)</i> Year 1 \$57,768.00 per annum plus GST Year 2 The Rent for Year 1 is reviewed in accordance with Item 8 of the Lease (CPI) Year 3 The Rent for Year 1 is reviewed in accordance with Item 8 of the Lease (CPI) <i>Further Term (1 July 2017 – 30 June 2020)</i> Year 1 The rent is reviewed in accordance with clause 12.02 (to market) Year 2 The Rent for Year 1 is reviewed in accordance with Item 8 of the Lease (CPI) Year 3 The Rent for Year 1 is reviewed in accordance with Item 8 of the Lease (CPI)
Item 8	Land	The land in certificate of title Volume 11368 Folio 463 (formerly known as volume 3234 folio 698)

Background

- A The Landlord occupies the Land pursuant to a head lease dated 21 August 2000 between the Minister for Education (**Head Landlord**) as head landlord and Commonwealth Bank of Australia as head tenant.
- B The Tenant occupies the Premises as tenant under the Lease.
- C The Renewal Clause gives the Tenant an option to renew the Lease or to be granted a new lease for the New Term.
- D The Tenant has exercised the option to renew the Lease and the Landlord and the Tenant have agreed to renew the Lease for the New Term on the conditions of this deed.

Agreed terms

1. Defined terms & interpretation

1.1 Defined terms

In this deed unless the context otherwise requires:

Bank means the Commonwealth Bank of Australia ACN 123 123 124 and its successors and any Related Corporation of the Bank.

Commencement Date means the date in Item 5.

Expiry Date means the date in Item 6.

GST Act means a *New Tax System (Goods and Services Tax) Act 1999* (Cth) as amended from time to time or any act passed in substitution for or replacement of that Act.

Information table means the part of this deed described as the Information table.

Item means an item appearing in the Information table.

Land means the land in Item 8.

Landlord includes:

- (a) the Bank while the Bank is Landlord under this deed;
- (b) the Landlord's executors, administrators, employees, agents and contractors, and permitted assignees and successors in title of the Landlord; and
- (c) the executors, administrators and permitted sub-tenants, assignees and successors in title of the persons in (b).

Lease means the lease in Item 2.

New Term means the period in Item 4.

Premises means the premises in Item 1.

Related Corporation means, for a company, another company which is a related corporation of that company within the meaning of section 50 of the *Corporations Act 2001* (Cth).

Renewal Clause means the clause of the Lease in Item 3.

Rent means the rent in Item 7 as adjusted from time to time in accordance with the Lease as renewed and varied by this deed.

State means the state or territory in Australia in which the Premises are located.

Tenant includes:

- (a) the Tenant named in the Information table;
- (b) the Tenant's employees, agents, contractors, subcontractors, invitees and licensees; and
- (c) the successors in title, transferees, assignees and concurrent tenants of the Tenant.

1.2 Interpretation

In this deed, except where the context otherwise requires:

- (a) the singular includes the plural and vice versa, and a gender includes other genders;

- (b) another grammatical form of a defined word or expression has a corresponding meaning;
- (c) a reference to a clause, paragraph, schedule, information table, appendix or annexure is to a clause, paragraph of, schedule, information table, appendix, or annexure to, this deed, and a reference to this deed includes any schedule, information table, appendix or annexure;
- (d) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- (e) a reference to A\$, \$A, dollar or \$ is to Australian currency;
- (f) a reference to a person includes a natural person, partnership, corporation, body corporate, association, joint venture, trust, governmental or local authority or agency or other entity;
- (g) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (h) a reference to any professional body, association or institute includes any succeeding body, association or institute serving similar objects;
- (i) the meaning of general words is not limited by specific examples introduced by **including, for example** or similar expressions;
- (j) any agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;
- (k) any agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally; and
- (l) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this deed or any part of it.

1.3 Headings

In this deed, headings are for guidance only and do not affect interpretation.

1.4 Governing law

This deed is governed by the law of the State and each party irrevocably and unconditionally submits to the non exclusive jurisdiction of the courts of the State and all courts of appeal from those courts.

2. Renewal of Lease

The Landlord leases the Premises to the Tenant for the New Term starting on the Commencement Date and ending on the Expiry Date:

- (a) at the Rent, as this may be varied under the Lease, payable as set out in the Lease; and
- (b) otherwise on the same conditions as are set out in the Lease, with only those changes necessary for them to apply to this deed, and, with effect from the Commencement Date, the variations set out in Schedule 1.

3. Landlord's and Tenant's obligations

The Landlord and the Tenant must each comply with their obligations under the Lease, as renewed and varied by this deed, in the same way as if those obligations were repeated in full in this deed, with only those changes necessary for them to apply to this deed.

4. Goods and Services Tax

4.1 Definitions

In this clause 4, unless the contrary intention appears, expressions and words that are defined in the GST Act have the meanings defined in the GST Act.

4.2 GST exclusive

All amounts expressed or determined to be payable under this deed are calculated and will be determined exclusive of GST.

4.3 GST to be paid

If GST is payable on any supply made under this deed, the amount payable for that supply is increased by the amount of GST.

4.4 Tax invoice

The supplier must provide to the recipient a tax invoice in accordance with the GST Act. Any party issuing a tax invoice must be registered for Australian Business Number purposes.

5. Costs, duty and fees

5.1 Costs

The Landlord and the Tenant must each pay their own legal and other costs arising from this deed including preparing, negotiating and executing this deed.

5.2 Duty and fees

The Tenant must pay the duty and registration fees (if any) arising out of this deed.

6. General

6.1 Whole agreement

This deed contains the entire agreement between the parties and supersedes any earlier agreement or understanding on the subject matter of this deed.

6.2 Further assurances

The Landlord and the Tenant must do everything reasonably required to:

- (a) bind the Landlord and the Tenant under this deed and the Lease;
- (b) allow the Landlord and the Tenant to exercise their rights under this deed and the Lease;
and
- (c) give full effect to this deed and the Lease.

6.3 Counterparts

This deed may consist of any number of counterparts.

7. Notices

The notices clause of the Lease applies to any notice consent or approval required by this deed.

Schedule 1 – Variation schedule

The Lease is varied from the Commencement Date as follows:

(a) **The First Schedule** – replace the following items:

Item 3(2) (Commencement Date and Terminating Date) – Delete the existing text and replace with:

'Commencing on 1st day of July 2014 and ending on the 30th day of June 2017'.

Item 4 (Initial Annual Rent) – Delete the existing text and replace with:

'\$57,768.00 per annum subject always to review in accordance with the provisions of this Lease'.

Item 5 (Monthly Instalments of Rental) – Delete the monthly instalment figure and replace with '\$4,814.00'.

Item 9 (Further Term) – Delete the existing text and replace with:

'One (1) further term of three (3) years.'

(b) **Clause 13** – Delete.

Schedule 2 – Mortgagee Consent

Intentionally deleted

Signing page

EXECUTED as a deed.

Signed sealed and delivered by John Phillip Bond in the presence of



Signature of witness

←  ←

John Phillip Bond



Name of witness (print)

Signed sealed and delivered by Frances Elizabeth Bond in the presence of



Signature of witness

←  ←

Frances Elizabeth Bond




Name of witness (print)

SIGNED for and on behalf of **COMMONWEALTH BANK OF AUSTRALIA ACN 123 123 124** by its Attorney **Elizabeth Evans**

under Power of Attorney dated **16/12/1998** a certified copy of which is filed in Permanent Order Book **277** No. **13** Page **13** Item **—** who certifies that he/she is **Manager** of the **COMMONWEALTH BANK OF AUSTRALIA** in the presence of:



Signature of witness



Signature of attorney



Name of witness (block letters)

Banks copy



CommonwealthBank



Renewal of lease

58 Langtree Avenue (formerly known as 58 Langtree Mall),
Mildura, Victoria

Commonwealth Bank of Australia (Landlord)
John Phillip Bond and Frances Elizabeth Bond (Tenant)

Renewal of lease

58 Langtree Avenue (formerly known as 58 Langtree Mall), Mildura, Victoria
CBA Property No: 95826

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Information table

Date 22 November 2017

Parties

Name	Commonwealth Bank of Australia
ACN	123 123 124
Role	Landlord
Notice details	Hand deliveries: Group Property Commonwealth Bank Place North Level 8A 1 Harbour Street SYDNEY NSW 2000 Postal deliveries: Group Property GPO Box 3899 SYDNEY NSW 2001 Facsimile: 1800 706 841 Email: leasingnotices@cba.com.au Attention: Group Property

Name	John Phillip Bond and Frances Elizabeth Bond
ABN	Not applicable
Role	Tenant
Notice details	58 Langtree Avenue, MILDURA VIC 3500 Facsimile: 03 5023 1865 Email: bookcity@ncable.com.au Attention: John Phillip Bond and Frances Elizabeth Bond

Items

Item 1	Premises 58 Langtree Avenue (formerly known as 58 Langtree Mall), Mildura, Victoria being the Land and the improvements on the Land
---------------	--

Item 2

Lease

The lease dated 21 October 1993 between Commonwealth Bank of Australia as landlord and Book City (Aust) Pty Ltd) as tenant in respect of the Premises, as:

(a) renewed and varied by deed of renewal and variation dated 18 April 1997 between Commonwealth Bank of Australia as landlord and Book City (Aust) Pty Ltd) as tenant;

(b) renewed and varied by deed of renewal and variation dated 19 August 1999 between Commonwealth Bank of Australia as landlord and Book City (Aust) Pty Ltd) as tenant;

(c) renewed and varied by deed of renewal and variation dated 2004 between Commonwealth Bank of Australia as landlord and John Phillip Bond and Frances Elizabeth Bond tenant;

(d) renewed and varied by deed of renewal and variation dated 21 December 2005 between Commonwealth Bank of Australia as landlord and John Phillip Bond and Frances Elizabeth Bond tenant;

(e) renewed and varied by deed of renewal and variation dated 14 July 2008 between Commonwealth Bank of Australia as landlord and John Phillip Bond and Frances Elizabeth Bond tenant;

(f) renewed and varied by deed of renewal dated 22 August 2011 between Commonwealth Bank of Australia as landlord and John Phillip Bond and Frances Elizabeth Bond tenant; and

(g) renewed and varied by deed of renewal dated 22 May 2015 between Commonwealth Bank of Australia as landlord and John Phillip Bond and Frances Elizabeth Bond tenant.

Item 3

New Term

3 years

Item 4

Commencement Date

1 July 2017

Item 5

Expiry Date

30 June 2020

Item 6

Rent

Year 1: \$60,000.00 (plus GST) per annum

Year 2: The Rent for Year 1 is reviewed in accordance with Item 8 of the Lease (CPI)

Year 3: The Rent for Year 1 is reviewed in accordance with Item 8 of the Lease (CPI)

Item 7

Land

The land in certificate of title volume 11368 folio 463

Background

- A The Landlord occupies the Land pursuant to a head lease dated 21 August 2000 between the Minister for Education (**Head Landlord**) as head landlord and Commonwealth Bank of Australia as head tenant.
- B The Tenant occupies the Premises as tenant under the Lease.
- C The Landlord and the Tenant have agreed to renew the Lease for the New Term.

Agreed terms

1. Defined terms & interpretation

1.1 Defined terms

In this deed unless the context otherwise requires:

Bank means the Commonwealth Bank of Australia ACN 123 123 124 and its successors and any Related Corporation of the Bank.

Commencement Date means the date in Item 4.

Expiry Date means the date in Item 5.

GST Act means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* as amended from time to time or any act passed in substitution for or replacement of that Act.

Information table means the part of this deed described as the Information table.

Item means an item appearing in the Information table.

Land means the land in Item 7.

Landlord includes:

- (a) the Bank while the Bank is Tenant under this deed;
- (b) the Landlord's executors, administrators, employees, agents and contractors, and permitted assignees and successors in title of the Landlord; and
- (c) the executors, administrators and permitted sub-tenants, assignees and successors in title of the persons in **Error! Reference source not found.**

Lease means the lease in Item 2.

New Term means the period in Item 3.

Premises means the premises in Item 1.

Related Corporation means, for a company, another company which is a related corporation of that company within the meaning of section 50 of the *Corporations Act 2001 (Cth)*.

Rent means the rent in Item 6 as adjusted from time to time in accordance with the Lease as renewed and varied by this deed.

State means the state or territory in Australia in which the Premises are located.

Tenant includes:

- (a) the Tenant named in the Information table;
- (b) the Tenant's employees, agents, contractors, subcontractors, invitees and licensees; and
- (c) the successors in title, transferees, assignees and concurrent tenants of the Tenant.

1.2 Interpretation

In this deed, except where the context otherwise requires:

- (a) the singular includes the plural and vice versa, and a gender includes other genders;
- (b) another grammatical form of a defined word or expression has a corresponding meaning;
- (c) a reference to a clause, paragraph, schedule, information table, appendix or annexure is to a clause, paragraph of, schedule, information table, appendix, or annexure to, this deed, and a reference to this deed includes any schedule, information table, appendix or annexure;
- (d) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- (e) a reference to **A\$, \$A, dollar** or **\$** is to Australian currency;

- (f) a reference to a person includes a natural person, partnership, corporation, body corporate, association, joint venture, trust, governmental or local authority or agency or other entity;
- (g) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (h) a reference to any professional body, association or institute includes any succeeding body, association or institute serving similar objects;
- (i) the meaning of general words is not limited by specific examples introduced by **including, for example** or similar expressions;
- (j) any agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;
- (k) any agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally; and
- (l) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this deed or any part of it.

1.3 **Headings**

In this deed, headings are for guidance only and do not affect interpretation.

1.4 **Governing law**

This deed is governed by the law of the State and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of the State and all courts of appeal from those courts.

2. **Renewal of Lease**

The Landlord leases the Premises to the Tenant for the New Term starting on the Commencement Date and ending on the Expiry Date:

- (a) at the Rent, as this may be varied under the Lease, payable as set out in the Lease; and
- (b) otherwise on the same conditions as are set out in the Lease, with only those changes necessary for them to apply to this deed, and, with effect from the Commencement Date, the variations set out in Schedule 1.

3. **Landlord's and Tenant's obligations**

The Landlord and the Tenant must each comply with their obligations under the Lease, as renewed and varied by this deed, in the same way as if those obligations were repeated in full in this deed, with only those changes necessary for them to apply to this deed.

4. **Goods and Services Tax**

4.1 **Definitions**

In this clause 4, unless the contrary intention appears, expressions and words that are defined in the GST Act have the meanings defined in the GST Act.

4.2 **GST exclusive**

All amounts expressed or determined to be payable under this deed are calculated and will be determined exclusive of GST.

4.3 GST to be paid

If GST is payable on any supply made under this deed, the amount payable for that supply is increased by the amount of GST.

4.4 Tax invoice

The supplier must provide to the recipient a tax invoice in accordance with the GST Act. Any party issuing a tax invoice must be registered for Australian Business Number purposes.

5. Costs, duty and fees

5.1 Costs

The Landlord and the Tenant must each pay their own legal and other costs arising from this deed including preparing, negotiating and executing this deed.

5.2 Duty and fees

The Tenant must pay the duty and registration fees (if any) arising out of this deed.

6. General

6.1 Whole agreement

This deed contains the entire agreement between the parties and supersedes any earlier agreement or understanding on the subject matter of this deed.

6.2 Further assurances

The Landlord and the Tenant must do everything reasonably required to:

- (a) bind the Landlord and the Tenant under this deed and the Lease;
- (b) allow the Landlord and the Tenant to exercise their rights under this deed and the Lease; and
- (c) give full effect to this deed and the Lease.

6.3 Counterparts

This deed may consist of any number of counterparts.

7. Notices

The notices clause of the Lease (as varied by this deed (if applicable)) applies to any notice consent or approval required by this deed.

Schedule 1 - Variation schedule

The Lease is varied from the Commencement Date as follows:

(a) **The First Schedule** – replace the following items:

Item 1 (Lessor) - Change the Landlord's address to:

(a) by hand delivery:

Commonwealth Bank of Australia
Group Property
Commonwealth Bank Place
North
Level 8A
1 Harbour Street
SYDNEY NSW 2000

(b) by post:

Commonwealth Bank of Australia
Group Property
GPO Box 3899
SYDNEY NSW 2001

(c) by facsimile transmission:

Commonwealth Bank of Australia
Group Property
Facsimile 1800 706 841

(d) by email:

Commonwealth Bank of Australia
Group Property
Email leasingnotices@cba.com.au

Item 1A (Lessee) - Change the Tenant's address to:

'58 Langtree Avenue,
MILDURA VIC 3500
Facsimile: 03 5023 1865

Email: bookcity@ncable.com.au

Attention: John Phillip Bond and Frances Elizabeth Bond'

Item 2 (Premises) – Delete the existing text and replace with:

'The Lessor's premises situate at 58 Langtree Avenue (formerly known as 58 Langtree Mall), Mildura, Victoria being the area shown on the Plan annexed hereto and thereon delineated and coloured red and being the land more particularly described in certificate of title volume 11368 folio 463'.

Item 3(2) (Commencement Date and Terminating Date) – Delete the existing text and replace with:

'Commencing on 1st day of July 2017 and ending on the 30th day of June 2020'.

Item 4 (Initial Annual Rent) – Delete the existing text and replace with:

'\$60,000.00 per annum subject always to review in accordance with the provisions of this Lease'.

Item 5 (Monthly Instalments of Rental) – Delete the monthly instalment figure and replace with '\$5,000.00'.

Item 9 (Further Term) – Delete the existing text and replace with:

'Not applicable'

(b) **Clause 11.06 (Notices)** – Delete the existing text and replace with:

'11.06 Notices

11.06.01 In writing

Any notice given under this Lease must be in writing. A notice is valid if signed by the party giving it or by the party's agent, solicitor or duly authorised officer.

11.06.02 Notice of change of address

Each party must promptly notify the other of any changes to its address, facsimile number or email address.

11.06.03 Service of notices on Lessor

The Lessee may serve a notice on the Lessor by faxing, emailing or posting it to the Lessor's facsimile number, email address or address for notices set out in the notice details of the First Schedule, or if the Lessor has notified the Lessee of another facsimile number, email address or address, the last other facsimile number, email address or address so notified.

11.06.04 Service of notices on Lessee

The Lessor may serve a notice on the Lessee:

- (a) by leaving it with an employee of the Lessee at, or faxing, emailing or posting it to the Lessee's facsimile number, email address or address set out in the notice details of the First Schedule or, if the Lessee has notified the Lessor of another facsimile number, email address or address, the last other facsimile number, email address or address so notified by the Lessee; or
- (b) if the Lessee maintains a centre manager's or administrator's office in the Premises, by delivering any notice addressed to the Lessee to that office when it is open and leaving it with a person working in that office.

11.06.05 Receipt of notices

A notice given in accordance with this clause 11.06 takes effect when received (or at a later time specified in it), and is taken to be received:

- (a) if hand delivered, on delivery;
- (b) if sent by post, on the second Business Day after the date of posting (or on the seventh Business Day after the date of posting if posted to or from a place outside Australia);
- (c) if sent by facsimile, when the sender's facsimile system generates a message confirming successful transmission of the entire notice unless the recipient immediately informs the sender that it has not received the entire notice; or
- (d) if sent by email, on the first to occur of:
 - (i) receipt by the sender of an email acknowledgement from the recipient's information system showing that the notice has been delivered;
 - (ii) the time that the notice enters an information system which is under the control of the recipient; and
 - (iii) the time that the notice is first opened or read by the intended addressee,

but if the delivery, receipt or transmission is not on a Business Day or is after 5.00pm on a Business Day, the notice is taken to be received at 9.00am on the next Business Day.'


- (c) **Clause 12 (Request for further term) – Delete.**

Signing page

EXECUTED as a deed.

Signed sealed and delivered by John Phillip Bond in the presence of

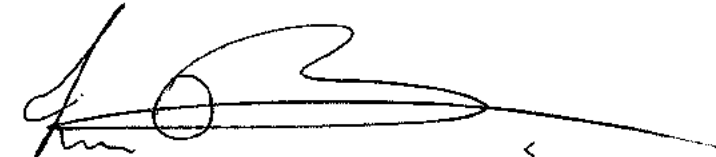
K. C. A.
Signature of witness


John Phillip Bond

Kerrie Lynn Perry
Name of witness (print)

Signed sealed and delivered by Frances Elizabeth Bond in the presence of

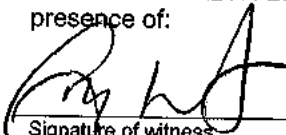

Signature of witness


Frances Elizabeth Bond

Kerrie Lynn Perry
Name of witness (print)

SIGNED for and on behalf of **COMMONWEALTH BANK OF AUSTRALIA** ACN 123 123 124 by its Attorney

under Power of Attorney Eric Manio
dated 16/12/98 a certified copy of which
is filed in Permanent Order Book
No. 277 Page 13 Item who
certifies that he/she is MANAGER of the
COMMONWEALTH BANK OF AUSTRALIA in the
presence of:


Signature of witness


Signature of attorney

ANDREW WALLACE
Name of witness (block letters)



Assignment and Variation of External Lease

58 Langtree Avenue (formerly known as 58 Langtree Mall),
Mildura, Victoria

Commonwealth Bank of Australia (**Landlord**)
John Phillip Bond and Frances Elizabeth Bond (**Existing Tenant**)
Ex Libras Mildura Pty Ltd (**New Tenant**)

Assignment and Variation of external lease

58 Langtree Avenue (formerly known as 58 Langtree Mall), Mildura, Victoria
CBA Property No: 95826

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Information table

Date 3 May 2021.

Parties

Name **Commonwealth Bank of Australia ACN 123 123 124**
ABN 48 123 123 124
Short form name **Landlord**
Notice details Email: leasingnotices@cba.com.au
Postal deliveries: GPO Box 3899
SYDNEY NSW 2001
Attention: Group Property

Name **John Phillip Bond and Frances Elizabeth Bond**
ABN Not applicable
Short form name **Existing Tenant**
Notice details 58 Langtree Avenue, MILDURA VIC 3500
Facsimile: 03 5023 1865
Email: bookcity@ncable.com.au
Attention: John Phillip Bond and Frances Elizabeth Bond

Name **Ex Libras Mildura Pty Ltd ACN 644 637 034**
ABN 84 644 637 034
Short form name **New Tenant**
Notice details 147 Twelfth Street, Mildura VIC 3500
Email: mildura@collinsbooks.com.au
Attention: Donata Lena Carrazza

Name **Not applicable**
Short form name **Existing Guarantor**

Name **Not applicable**
Short form name **New Guarantor**

Items

Item 1	Premises	58 Langtree Avenue (formerly known as 58 Langtree Mall), Mildura, Victoria being the Land and the improvements on the Land
Item 2	Lease	<p>The lease dated 21 October 1993 between the Landlord as landlord and Book City (Aust) Pty Ltd) as tenant in respect of the Premises, as:</p> <p>(a) renewed and varied by deed of renewal and variation dated 18 April 1997 between the Landlord as landlord and Book City (Aust) Pty Ltd) as tenant;</p> <p>(b) renewed and varied by deed of renewal and variation dated 19 August 1999 between the Landlord as landlord and Book City (Aust) Pty Ltd) as tenant;</p> <p>(c) renewed and varied by deed of renewal and variation dated 2004 between the Landlord as landlord and the Existing Tenant as tenant;</p> <p>(d) renewed and varied by deed of renewal and variation dated 21 December 2005 between the Landlord as landlord and the Existing Tenant as tenant;</p> <p>(e) renewed and varied by deed of renewal and variation dated 14 July 2008 between the Landlord as landlord and the Existing Tenant as tenant;</p> <p>(f) renewed and varied by deed of renewal dated 22 August 2011 between the Landlord as landlord and the Existing Tenant as tenant; and</p> <p>(g) renewed and varied by deed of renewal dated 22 May 2015 between the Landlord as landlord and the Existing Tenant as tenant; and</p> <p>(h) renewed and varied by deed of renewal commencing 1 June 2017 between the Landlord as landlord and the Existing Tenant as tenant.</p>
Item 3	Assignment Date	21 November 2020
Item 4	Security Amount	\$15,000.00

Background

- A The Landlord is the registered proprietor of the Land.
- B The Existing Tenant occupies the Premises as tenant under the Lease.
- C The Existing Tenant wishes to assign the Lease to the New Tenant from and including the Assignment Date.
- D The Landlord has agreed to the assignment of the Lease by the Existing Tenant to the New Tenant on the conditions of this deed.
- E The parties have agreed to vary the Lease as set out in this document.

Agreed terms

1. Defined terms & interpretation

1.1 Defined terms

In this deed:

Anti-Corruption Law means all applicable laws that prohibit corruption or bribery, including (without limitation):

- (a) the *Australian Criminal Code Act 1995* (Cth); and
- (b) any other applicable law relating to anti-corruption or anti-bribery enacted in any applicable jurisdiction (including, without limitation):
 - (i) statute, ordinance, rule or regulation;
 - (ii) order of any court, tribunal or any other judicial body;
 - (iii) rule, regulation, guideline or order of any public body, or any other administrative requirement; and
 - (iv) similar instrument which has as its objective the prevention of corruption and/or bribery.

Act means the *Retail Leases Act 2003* (Vic).

Associated Persons means a person or entity (including, without limitation, all officers, employees, agents, contractors, subcontractors and any person, including any subsidiaries or controlled entities) who performs (or has performed) services for or on behalf of the Existing Tenant or the New Tenant.

Assignment Date means the date in Item 3.

Building means the building in which the Premises are located.

Business Day means a day that is not a Saturday, Sunday, bank holiday or public holiday in the State.

Existing Guarantor means the party (if any) specified as Existing Guarantor in the Information table.

Existing Tenant means the party specified as Existing Tenant in the Information table and where the context permits, includes the Existing Tenant's employees, agents, customers and any other persons the Existing Tenant allows on the Premises or the Land.

Information table means the part of this document described as the Information table.

Item means an item in the Information table.

Land means the land on which the Premises are located.

Landlord means the person specified as Landlord in the Information table and, where the context permits, the Landlord's employees and any other persons the Landlord authorises.

Lease means the lease in Item 2 and includes:

- (a) the benefit of any option to renew the Term after the Term ends; and
- (b) where the context allows, that lease as varied by this deed.

New Guarantor means the party (if any) specified as New Guarantor in the Information table.

New Tenant means the party specified as New Tenant in the Information table and where the context permits, includes the New Tenant's employees, agents, customers and any other persons the New Tenant allows on the Premises or the Land.

Premises means the premises in Item 1.

Related Agreement means any car parking, storage, signage, naming rights or other licence or incentive agreement or fitout deed or any other like licence, agreement or deed entered into by the Landlord and the New Tenant in association with the lease, the Building or the Land.

Sanctions means any trade, economic or financial sanctions administered or enforced by (without limitation) the United States Department of the Treasury's Office of Foreign Assets Control, the United Nations Security Council, the European Union, Her Majesty's Treasury, the Australian Department of Foreign Affairs and Trade, or any other relevant sanctions authority, including but not limited to sanctions administered or enforced under the *Charter of the United Nations Act 1945* (Cth) and its regulations and the *Autonomous Sanctions Act 2011* (Cth) and its regulations including the *Australian Autonomous Sanctions Regulations 2011* (Cth).

Security Amount means the amount in Item 4.

State means the State or Territory of Australia in which the Premises are situated.

Term means:

- (a) the current term of the Lease; and
- (b) if the Lease contains an option to renew the current Term, any option term.

1.2 Interpretation

In this deed, unless the contrary intention appears:

- (a) any words or expressions used in this deed, which are not defined in this deed but which are defined in the Lease have the same meaning in this deed;
- (b) the singular includes the plural and vice versa, and a gender includes other genders;
- (c) another grammatical form of a defined word or expression has a corresponding meaning;
- (d) a reference to a clause, paragraph, schedule, Reference Schedule or annexure is to a clause or paragraph of, or schedule or Reference Schedule or annexure to, this deed, and a reference to this deed includes any schedule or annexure;
- (e) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- (f) a reference to **A\$, \$A, dollar** or **\$** is to Australian currency;
- (g) a reference to a party includes the party's executors, administrators, successors and permitted assigns and substitutes;
- (h) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- (i) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re enactments or replacements of any of them;
- (j) the meaning of general words is not limited by specific examples introduced by including, for example or similar expressions;
- (k) any agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;
- (l) any agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally;
- (m) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this Lease or any part of it; and
- (n) if a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day.

1.3 **Governing law**

The law of the State governs this deed.

2. **Assignment and Variation of Lease**

2.1 **Assignment and Variation**

On and from the Assignment Date and subject to the provisions of this deed:

- (a) the Existing Tenant as beneficial owner assigns its interest in the Lease and the Premises to the New Tenant;
- (b) the Existing Tenant assigns its interest in all the covenants under the Lease, whether or not they concern or run with the Premises, to the New Tenant;
- (c) the Existing Tenant transfers to the New Tenant unencumbered title to any tenant's fixtures and other property of the Existing Tenant in the Premises at the Assignment Date; and
- (d) the New Tenant accepts the assignment and agrees to be bound by the Lease; and
- (e) the Lease is varied as set out in Schedule 1.

2.2 **Landlord's consent**

Subject to the Existing Tenant and the New Tenant complying with the terms and conditions of this deed, the Landlord consents to the assignment of the Lease and of the covenants under the Lease as set out in this deed.

2.3 **Confirmation of Lease**

Except as varied under clause 2.1(e), the parties confirm that the Lease remains unchanged.

2.4 **New Tenant's acknowledgement**

The New Tenant acknowledges and agrees that:

- (a) the Lease is in holdover; and
- (b) the Landlord makes no representations regarding any renewal or extension of the Lease.

2.5 **Ramifications if new lease created**

If, at law, this deed or any previous variation constitutes the termination of the Lease and/or the creation of a new lease, the parties agree that any right, obligation or liability which accrued on or before the date of this deed or any previous variation (as the case may be) will continue in full force and effect as if it was a right, obligation, or liability accruing under the new lease.

3. **Existing Tenant's obligations and warranties**

3.1 **Obligations**

Despite anything else in this deed, unless the Act applies and provides otherwise, the Existing Tenant is not released from liability under the Lease by the Landlord and remains liable to comply with the Lease for the remainder of the Term.

3.2 **Existing Tenant's warranties**

The Existing Tenant warrants for the benefit of the New Tenant and the Landlord that, at the Assignment Date, the Existing Tenant:

- (a) is not in breach of the Lease; and
- (b) has no unresolved claims against the Landlord in respect of or in any way arising from the Lease or this deed.

3.3 Indemnity by Existing Tenant

The Existing Tenant indemnifies the New Tenant against any cost, loss, damage and liability caused or contributed to by a breach of the Lease by the Existing Tenant that occurred before the Assignment Date.

3.4 Release

On and from the Assignment Date, the Existing Tenant releases the Landlord and its managers and agents from all claims and actions by the Existing Tenant arising under or in connection with the Lease or in respect of the Premises.

3.5 Breach

- (a) Despite anything else contained in this deed or any other right or remedy available to the Landlord, the Landlord may, at the Landlord's absolute discretion, by notice to the Existing Tenant and the New Tenant, terminate this deed from a date specified in the notice if the Landlord determines (acting reasonably) that:
 - (i) the Existing Tenant or New Tenant or a Person or an Associated Person is in breach or has breached:
 - (A) any of the representations or warranties contained in clauses 12 and 13 of this deed; or
 - (B) any Anti-Corruption Law or other law relating to Sanctions; or
 - (ii) the Landlord is unable to fulfil its obligations under this deed as a result of the operation of any law relating to Anti-Corruption Laws or Sanctions.

4. New Tenant's warranty and obligations

4.1 New Tenant's warranty

The New Tenant warrants for the benefit of the Existing Tenant and the Landlord that it has read and understood the Lease and this deed.

4.2 New Tenant's obligations

The New Tenant must:

- (a) for the benefit of the Existing Tenant and the Landlord, comply with the Lease on and from the Assignment Date; and
- (b) indemnify the Existing Tenant against any cost, loss, damage and liability for any breach of the Lease on or after the Assignment Date; and
- (c) indemnify the Landlord against all costs and liabilities for a breach of this deed and/or the Lease by the Existing Tenant.

5. Adjustment of Lease payments

5.1 Payments

Any amount due and payable under the Lease before the Assignment Date must be paid by the Existing Tenant. Any amount due and payable under the Lease on and from the Assignment Date must be paid by the New Tenant.

5.2 Estimated amounts and adjustment

Any amount paid by the Existing Tenant on account of an estimate of an amount due under the Lease must be:

- (a) apportioned between the Existing Tenant and the New Tenant at the Assignment Date; and

- (b) re-adjusted between the Existing Tenant and the New Tenant when the precise amount payable is ascertained,

without involvement from the Landlord.

6. Retail tenancies compliance

6.1 Application of the Act

This clause 6 applies only if the Act applies to the Lease.

6.2 Existing Tenant's acknowledgment

The Existing Tenant acknowledges that the Landlord complied with the Landlord's obligations under the Act.

6.3 Existing Tenant's warranty

The Existing Tenant warrants that prior to requesting the Landlord's consent to the Assignment the Existing Tenant gave to the New Tenant a disclosure statement together with details of any changes of which the Existing Tenant is aware, or could reasonably be expected to be aware, that have affected the information in the disclosure statement since it was given to the Existing Tenant.

6.4 New Tenant's acknowledgment on disclosure statement

The New Tenant acknowledges that:

- (a) the New Tenant received a disclosure statement from the Existing Tenant; and
- (b) no representation or warranty is made by the Landlord that:
 - (i) the disclosure statement is current or accurate at the Assignment Date; or
 - (ii) the additional details provided by the Existing Tenant under clause 6.3 (if any) are current or accurate.

7. Security Amount

7.1 Applicability of Security Amount provisions

This clause 7 only applies if an amount or a formula for calculating an amount is specified in Item 4.

7.2 New Tenant to provide Security Amount

The New Tenant must deliver to the Landlord five Business Days before the Assignment Date an irrevocable and unconditional bank guarantee:

- (a) addressed to the Landlord, or any other party nominated by the Landlord;
- (b) in a form and on terms acceptable to the Landlord, including that the guarantee:
 - (i) is for all obligations under the Lease and any Related Agreement;
 - (ii) is assignable by the Landlord; and
 - (iii) contains no expiry date; and
- (c) for the amount specified in Item 4.

7.3 Dealing with Security Amount

The provisions of the clause of the Lease in Item 4 apply to the Landlord's rights and the New Tenant's obligations concerning the security amount as if those provisions were set out in full in this deed, subject only to any changes necessary for them to apply to this deed.

7.4 Return to Existing Tenant

If the New Tenant complies with this clause 7 and the Landlord is satisfied, acting reasonably, that the Existing Tenant has complied with its obligations under the Lease up to the Assignment Date, the Landlord must return the security amount that was provided by the Existing Tenant under the Lease, to the Existing Tenant or the issuing bank within a reasonable time after the Assignment Date.

8. Goods and Services Tax

8.1 Interpretation

Words or expressions used in this clause 8 which are defined in the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this clause.

8.2 Consideration is GST exclusive

Any consideration to be paid or provided to for a supply made under or in connection with this deed, unless specifically described in this deed as **GST inclusive**, does not include an amount on account of GST.

8.3 Gross up of consideration

Despite any other provision in this deed, if a party (**Supplier**) makes a supply under or in connection with this deed on which GST is imposed (not being a supply the consideration for which is specifically described in this deed as GST inclusive):

- (a) the consideration payable or to be provided for that supply under this deed but for the application of this clause 8 (**GST Exclusive Consideration**) is increased by, and the recipient of the supply (**Recipient**) must also pay to the Supplier, an amount equal to the GST exclusive consideration multiplied by the prevailing rate of GST (**GST Amount**); and
- (b) the GST Amount must be paid to the Supplier by the Recipient without set off, deduction or requirement for demand, at the earlier of:
 - (i) the time that the GST exclusive consideration is payable or to be provided; and
 - (ii) the time that the Supplier has to pay the GST on the taxable supply.

8.4 Reimbursements

If a payment to a party under this Lease is a reimbursement or indemnification or is calculated by reference to a loss, cost or expense incurred by that party, then the payment will be reduced by the amount of any input tax credit to which that party is entitled for that loss, cost or expense.

8.5 Tax invoices

The Supplier will provide a tax invoice prior to requiring any payment under this clause 8.

9. Costs, duty and fees

9.1 Costs

Each party must pay its own legal fees in relation to preparation, negotiation and execution of this deed.

9.2 Duty and fees

The New Tenant must pay all duty and registration fees (if any) arising out of this deed.

10. General

10.1 Confidentiality

The Existing Tenant and the New Tenant acknowledge that the terms and conditions of this deed and the Lease constitute an asset of value to the Landlord and agree not to disclose any dealings concerning this deed or the Lease or any terms or conditions of this deed or the Lease to any third person without the Landlord's consent except for the purposes of their own financial, accountancy or tax records or unless compelled to do so by law or, if this deed is to be registered, for the purposes of registering this deed.

10.2 Saturdays, Sundays and public holidays

Anything to be done on a Saturday, Sunday or a public holiday in the State may be done on the next day.

10.3 Complete agreement

This deed and the Lease is the full agreement between the Landlord, the Existing Tenant and the New Tenant. The Existing Tenant and the New Tenant agree that no matter was discussed or circumstance represented about the Premises or the Lease that is not included in this deed or the Lease.

10.4 Severance of invalid and other provisions

If any provision of this deed is void, voidable, unenforceable or illegal, then that provision is to be severed from this deed and the remainder of this deed will continue with full force and effect. The Landlord may modify or amend any provision of this deed so that it is no longer void, voidable, unenforceable or illegal to place the parties in as similar a position as is possible if the provision was not void, voidable, unenforceable or illegal.

10.5 Waiver and variation

A waiver or variation of any provision of or a right under this deed must be in writing signed by the party entitled to the benefit of that provision or right.

10.6 No waiver

It is not a waiver of a breach of this deed or of the Landlord's rights under this deed if the Landlord:

- (a) does not exercise or partly exercises or delays exercising a right;
- (b) gives a concession to the Existing Tenant or the New Tenant or accepts a late payment;
or
- (c) attempts to mitigate its loss.

10.7 Further assurances

The Existing Tenant and the New Tenant must do everything the Landlord reasonably requires to:

- (a) bind the parties under this deed and the Lease;
- (b) allow the Landlord to exercise a right under this deed and the Lease; and
- (c) give full effect to this deed and the Lease.

10.8 Counterparts

This deed may consist of a number of counterparts.

11. Notices

11.1 General

The notices clause of the Lease together with clause 11.2 of this deed apply to any notice consent or approval required by this deed.

11.2 Serving notices on New Tenant and New Guarantor

- (a) The Landlord may only serve a notice on the New Tenant by:
 - (i) giving it to the New Tenant personally; or
 - (ii) leaving it at, or posting, emailing or faxing it to the Premises or the address in the Information table.
- (b) The New Tenant may only serve a notice on the Landlord by posting or email it, to its address in the Information table.
- (c) The New Tenant may change an address for the service of notices under this deed by notice to the other parties to this deed.

12. Third Party Sanctions

12.1 Representation and Warranty

The Existing Tenant and the New Tenant each represents and warrants that:

- (a) neither it nor any of its subsidiaries, directors, officers, employees, agents or representatives is an individual or entity (each a Person) that is, or is owned or controlled, by a person that is the subject of any Sanctions;
- (b) it will not engage in any transaction or activity, directly or indirectly, for the benefit of, or associated with, any Person designated by a relevant Sanctions authority;
- (c) it will not engage in any activity that could amount to a breach of any relevant Sanctions regulations; and
- (d) it will disclose immediately in writing to the Landlord in the event that any of the warranties provided in clauses 12.1(a) – 12.1(c) are no longer accurate.

13. Anti-Bribery and Corruption

13.1 Representation and Warranty

The Existing Tenant and the New Tenant each represents and warrants that the Existing Tenant and New Tenant (as applicable) and its Associated Persons will comply with and has or have in the past been in full compliance with the Anti-Corruption Law, including in relation to the Lease and the grant and ongoing obligations under this deed.

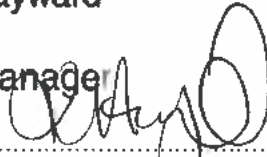
Schedule 1 – Variation schedule

Not applicable

Signing page

EXECUTED as a deed.

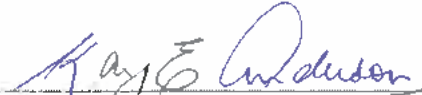
Signed for and on behalf of **COMMONWEALTH BANK OF AUSTRALIA** ACN 123 123 124 by its Attorney **Kim Hayward** under Power of Attorney dated *16.12.98* a certified copy of which is filed in Permanent Order Book No. *277* Page *13* Item _____ who certifies that he/she is of the COMMONWEALTH BANK of AUSTRALIA in the presence of:

Manager

.....
Signature of Attorney


.....
Signature of Witness

Minh Vo
.....
Name of Witness (block letters)

Signed sealed and delivered by John Phillip Bond in the presence of



.....
Signature of witness


.....
Signature of John Phillip Bond

KAY ELIZABETH ANDERSON
.....
Name of witness (print)

Signed sealed and delivered by Frances Elizabeth Bond in the presence of


.....
Signature of witness


.....
Signature of Frances Elizabeth Bond

KAY ELIZABETH ANDERSON
.....
Name of witness (print)

Executed by Ex Libras Mildura Pty Ltd ACN 644 637 034 in accordance with Section 127 of the *Corporations Act 2001*


.....
Signature of sole director and sole company secretary



who states that he or she is the sole director and the sole company secretary of the company.

DONATA CARRAZZA
.....
Name of sole director and sole company secretary (print)