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Deed of Variation of Lease

Land: Part 17-31 Ferris Street, Melton South 3338

Melton City Council
and

City Circle Recycling Pty Ltd
ACN 008 608 833
and

Deborah Ann Skidmore

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Schedule

1. **Date of this Deed:**
2. **Landlord:** Melton City Council of 232 High Street, Melbourne 3337
3. **Tenant:** City Circle Recycling Pty Ltd ACN 008 608 833 of 20 Montefiore Street, Fairfield 3078
4. **Land:** The premises described in the Lease and known as Part 17-31 Ferris Street Melton South 3338
5. **Guarantor:** Deborah Ann Skidmore of 36 Manningtree Road, Hawthorn, 3122
6. **Lease:** Between the Landlord and the Tenant dated 14 September 2015
7. **Variation Date:** **##to be confirmed**

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Deed of Variation of Lease

This Deed of Variation of Lease is made on the date specified in Item 1.

Parties

Landlord

Tenant

Guarantor

Background

- A. The Landlord leased the Land to the Tenant pursuant to the terms of the Lease.
- B. The Guarantor guaranteed the Tenant's obligations to and in favour of the Landlord under the Lease pursuant to the Guarantee.
- C. The parties have agreed to vary the Lease on and from the Variation Date and subject to the terms set out in this Deed.
- D. The Guarantor consents to the variation of the Lease in accordance with this Deed.
- E. This Deed is supplemental to the Lease and to the Guarantee.



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The Parties Agree

1. Definitions

In this Deed, unless expressed or implied to the contrary:

Deed means this deed executed by the parties.

Guarantee means the guarantee contained in the Lease.

Guarantor means the party (if any) named in Item 5.

Item means an item in the Schedule.

Land means the land specified in Item 4.

Landlord means the party named in Item 2 and includes the Landlord's successors and assigns and where it is consistent with the context includes the Landlord's employees and agents.

Lease means the lease for the Land specified in Item 6.

Schedule means the schedule at the front of this Deed.

Surrendered Area means the area shown on the plan attached to this Deed in Attachment 2.

Tenant means the party in Item 3 and includes the Tenant's successors and assigns and where it is consistent with the context includes the Tenant's employees, agents, invitees and persons the Tenant allows on the Land.

Variations means the variations to the Lease set out in Attachment 1.

Variation Date means the date specified in Item 7.

2. Partial Surrender

- 2.1 The Tenant surrenders the Lease for the Surrendered Area to Council on the Surrender Date. The Lease remains in full force in respect of the balance of the Land.
 - 2.2 The tenant must rehabilitate the Surrendered Area by removing the tenant's improvements, and all infrastructure and equipment requested by Council.
 - 2.3 On the Variation Date, the Tenant and the Guarantor release Council from all liability, claims, demands, charges, costs and expenses in connection with the Surrendered Area.
 - 2.4 Nothing in this clause affects or limits the Tenant's liability arising under the Lease in respect to the Surrendered Area prior to the Surrender Date.
-

3. Tenant Works

- 3.1 The Tenant must carry out all works required to construct a new crossover and driveway to the Land from Tree Leaf Lane (Tenant's Works) at its own cost, by January 2022.



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- 3.2 The Tenant's Works must be approved and carried out in accordance with clauses 13.4 and 13.5 of the Lease.

4. Variation

The parties agree to vary the Lease on and from the Variation Date in accordance with the Variations.

5. Consent of Guarantor

The Guarantor consents to the variation of the Lease and acknowledges that the Guarantor remains liable for the performance of the Guarantor's obligations under the Guarantee.

6. Legal Costs and Expenses

Each party must pay their own costs and expenses in relation to the negotiation, preparation and finalisation of this Deed.

7. Stamp Duty

The Tenant must pay all stamp duty (including fines and penalties) on this Deed.

8. GST

8.1 Definitions

In this clause:

- 8.1.1 words and expressions that are not defined in this Deed but which have a defined meaning in the GST Law have the same meaning as in the GST Law;
- 8.1.2 **GST** means GST within the meaning of the GST Law and includes penalties and interest; and
- 8.1.3 **GST Law** has the meaning given to that term in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

8.2 GST exclusive

Except as otherwise provided by this Deed, all consideration payable under this Deed in relation to any supply is exclusive of GST.

8.3 Increase in consideration

If GST is payable in respect of any supply made by a supplier under this Deed (**GST Amount**), the recipient must pay to the supplier an amount equal to the GST payable on the supply. Subject to clause 7.4, the recipient must pay the GST Amount at the same time and in the same manner as the consideration for the supply is to be provided under this Deed in full and without deduction, set off, withholding or counterclaim (unless otherwise provided in this Deed).



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8.4 Tax invoice

The supplier must provide a tax invoice to the recipient before the supplier will be entitled to payment of the GST payable under clause 7.3.

9. Interpretation**9.1 Joint and several**

If a party consists of more than one person, this Deed binds them jointly and each of them severally.

9.2 Deed supplemental

This Deed is supplemental to the Lease and will be interpreted having regard to the provisions of the Lease.

9.3 Legislation

In this Deed, a reference to a statute includes regulations under it and consolidations, amendments, re-enactments or replacements or any of them.

9.4 Clauses and headings

In this Deed:

9.4.1 a reference to a clause, schedule or appendix is a reference to a clause, schedule or appendix in or to this Deed; and

9.4.2 headings and sub-headings are inserted for ease of reference only and do not affect the interpretation of this Deed.

9.5 Severance

In this Deed:

9.5.1 if a provision is held to be illegal, invalid, void, voidable or unenforceable, that provision must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable; and

9.5.2 if it is not possible to read down a provision as required in this clause, that provision is severable without affecting the validity or enforceability of the remaining part of that provision or the other provisions in this Deed.

9.6 Number and gender

In this Deed, a reference to:

9.6.1 the singular includes the plural and vice versa; and

9.6.2 a gender includes the other genders.



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Signing Page

Executed by the parties as a deed on the date specified in Item 1.

Executed by the Chief Executive Officer,
Kelvin Tori on behalf of Melton City Council)
pursuant to an instrument of delegation dated 30)
August 2021, in the presence of :)

Kelvin Tori, Chief Executive Officer

.....
Witness Name

.....
Witness Signature

Executed as a deed by City Circle Recycling Pty)
Ltd ACN 008 608 833 in accordance with s 127(1))
and s 127(3) of the Corporations Act 2001:)

.....
Signature of Sole Director and Sole Company Secretary

.....
Print full name

Signed sealed and delivered by Deborah Ann)
Skidmore in the presence of:)

.....
Signature

.....
Signature of witness

.....
Print full name of witness



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Attachment 1

Variations

The Lease is varied on and from the Variation Date in the following manner:

1. Items 4, 8, 9, 10 and 11 of the Schedule to the Lease are deleted and replaced by the following:
 4. **Land:**
(Clause 1) That part of the land in certificates of title volume 10027 folio 944 and volume 10536 Lease in Attachment 3 and known as Part 17-31 Ferris Road, Melton South 3338.
 8. **Further Term(s):**
 - (a) one first further term of 5 years, concerning which the option must be exercised before 31 January 2030
 - (b) a second further term of 5 years, concerning which the option must be exercised before 31 January 2035
 9. **Market Review Date** On the commencement date of each Further Term
 10. **Rent:**
(Clauses 1 & 5) **\$24,000** per annum plus GST, plus
 - \$0.25 (plus GST) royalty payment for each cubic metre of incoming recyclable construction and demolition waste approved and accepted by the Tenant acting reasonably; and
 - \$0.25/tonne (plus GST) royalty payment for each tonne of recycled product sold from the Land, subject to the Tenant's reasonable and proper determination of the tonnes sold.
 11. **Percentage Rent Increase Dates:**
(Clauses 1 & 7) 1% per annum, annually on each anniversary of the Commencement Date other than the Market Review Dates. The increase applies to Rent and not to the Royalty Payments.
2. the plan attached to the Lease in Annexure B is deleted and replaced by the plan in Attachment 3 to this Deed; and
3. the disclosure statement attached to the Lease in Annexure C is deleted and replaced by Attachment 4 to this Deed.
4. **Variation to the Special Conditions of the Lease**
 - 4.1 the Tenant's Rehabilitation Obligations set out in the Lease are replaced by the following:

Immediately before the end (or upon the earlier termination of) this Lease, the Tenant:

 - 4.1.1 Where expressly required by Council must rehabilitate the entire site to its condition as at the Commencement Date and remove all of the Tenant's Improvements, and all infrastructure and equipment;
 - 4.1.2 clear the disused quarry area of the existing mulch layer, backfill and compact the disused quarry area to an agreed level and specification and grade the disused quarry area to establish efficient site drainage and runoff to the satisfaction of Council;



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- (a) the tenant must provide Council with a detailed plan for rehabilitation of the quarry, and the plans must be approved by Council prior to any rehabilitation works occurring;
 - (b) Plans must be submitted to Council at least 12 months prior to the expiry of the lease where any further term option is not taken up by the tenant; and it is a condition of Council granting the second/final further term option that plans are received for approval before 31 January 2035.
 - (c) Council's approval is not to be unreasonably withheld.
- 4.1.3 clear the balance lot area of all materials stockpiles, fixed and mobile plant, site buildings, building foundations and associated infrastructure. The balance lot area must be graded to establish appropriate site drainage to the satisfaction of Council.

5. Additional Special Conditions

5.1 Use and Maintenance of the Pond

- 5.1.1 As part of the boundary re-alignment and the tenants partial surrender of the leased area, Council assumes all management and maintenance responsibility of the pond, from the date of this deed.
- 5.1.2 The tenant may be offered access to water from the pond to use as a dust suppressant, from time to time, as managed by Council or its 3rd party operator of the neighbouring Melton Recycling Facility.
- 5.1.3 Council to construct a fence and gate that provides suitable access and security for both parties, in accordance with the plans at attachment 3.



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Attachment 2

Surrendered Area

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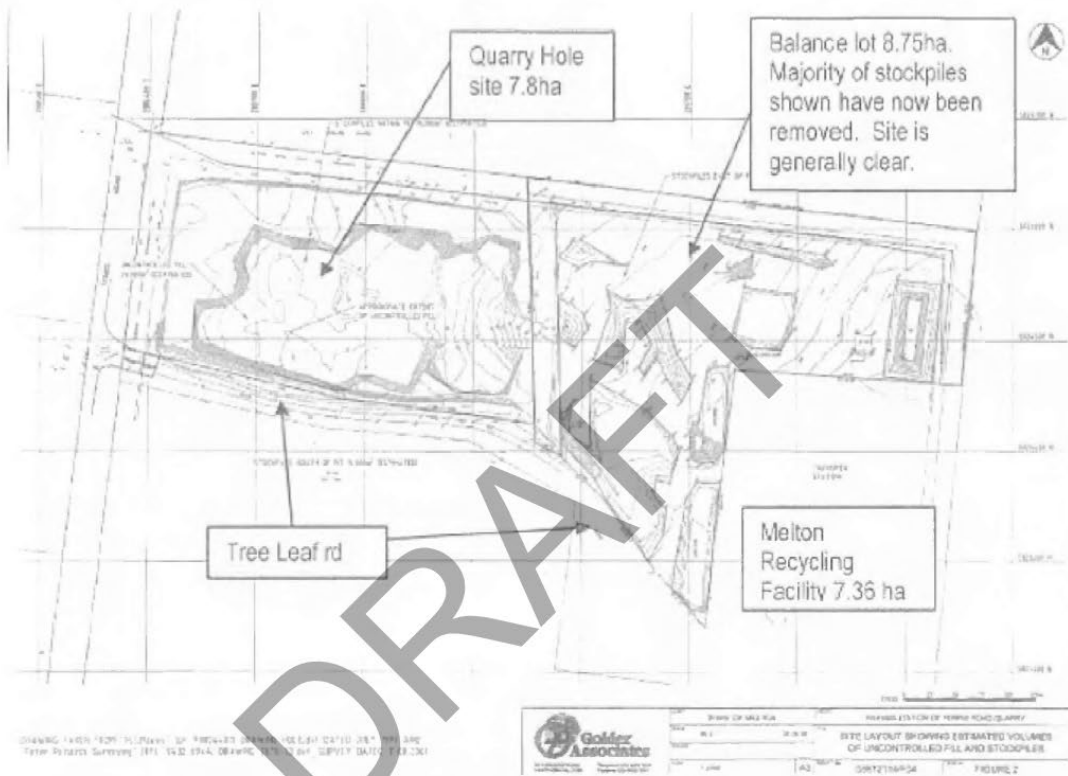


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Annexure B

Plan of Land

The leased area as per the bounded plan below consisting both the Quarry Hole site of 7.8ha and the Balance lot of 8.75ha.





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Attachment 3

Replacement plan of land

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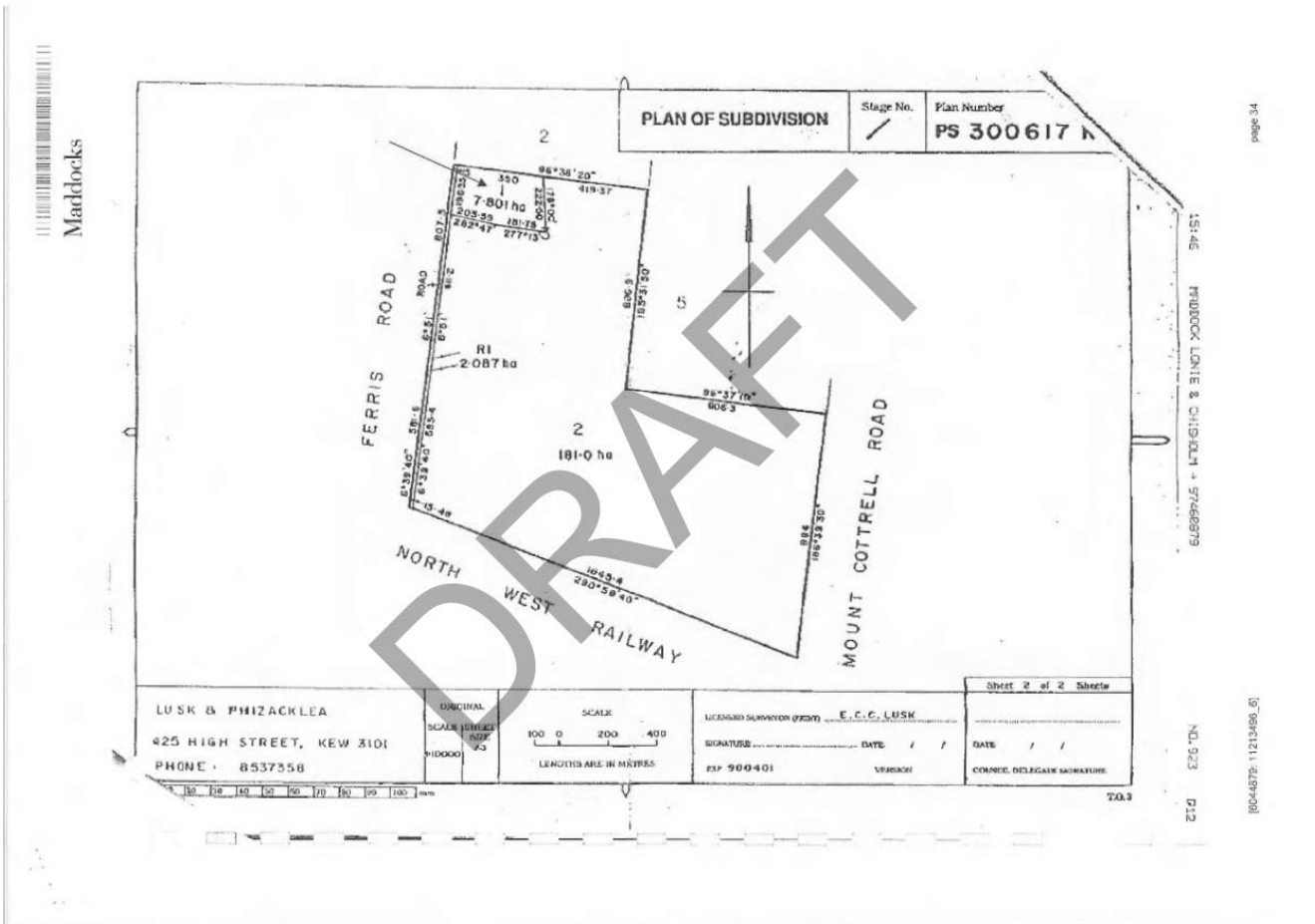
15:46

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NO. 923

011

PLAN OF SUBDIVISION		STAGE NO. /	LTO use only EDITION 1	Plan Number PS 300617 K
Location of Land Parish: KOROROIT Township: _____ Section: 12 C Crown Allotment: 3 13 & 14 Crown Portion: _____ LTO Base Record: LITHO 2027 Title Reference: VOL. 1045 FOL. 830 VOL. 4104 FOL. 768 Last Plan Reference: L.P. 4707 Postal Address: FERRIS ROAD (at time of subdivision) MELTON AMG Co-ordinates E 289000 Zone: 55 N 5823500 Vesting of Roads and/or Reserves Identifier Council/Body/Person R 1 SHIRE OF MELTON		Council Certificate and Endorsement Council Name: SHIRE OF MELTON Ref: SUE 661 1. This plan is certified under section 6 of the Subdivision Act 1988. 2. This plan is certified under section 11(7) of the Subdivision Act 1988. Date of original certification under section 6 3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988. OPEN SPACE (i) A requirement for public open space under section 16 of the Subdivision Act 1988 has/has not been made. (ii) The requirement has been satisfied. (iii) The requirement is to be satisfied in Stage Council delegate Council seal Date 4 / 2 / 21 Recorded under section 11(7) of the Subdivision Act 1988 Council Delegate Council Seal Date _____		
		Notations Staging This is/ is not a staged subdivision Planning Permit No. _____ Depth Limitation DOES NOT APPLY		
		Survey This plan is/ is not based on survey This survey has been connected to permanent marks no(s) 7 & 30 In Proclaimed Survey Area No. _____		
Easement Information Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				LTO use only
				Statement of Compliance/ Exemption Statement
				Received <input checked="" type="checkbox"/>
				Date 18 / 6 / 21
				LTO use only
				PLAN REGISTERED
				TIME
				DATE 19 / 7 / 21
				<i>[Signature]</i> Assistant Registrar of Titles
				Sheet 1 of 2 Sheets
LUSK & PHIZACKLEA 425 HIGH STREET, KEW 3101 PHONE: 8537358		LICENSED SURVEYOR (PRINT) E.C.C. LUSK _____ DATE _____ REF: 800401 VERSION _____		DATE _____ COUNCIL DELEGATE SIGNATURE Original sheet size A3



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page 34

LS146 PHIBROCK LONIE & CHILDREN + 97468879

NO. 923 P.12

[8044879_11213490_0]

LUSK & PHIZACKLEA
425 HIGH STREET, KEW 3101
PHONE 8537358

ORIGINAL
SCALE 1:10000
DATE 10/10/20

SCALE
100 0 200 400
LENGTHS ARE IN METRES

LICENSED SURVEYOR (2201) E.C.C. LUSK
SIGNATURE _____ DATE / /
EXP 900401

Sheet 2 of 2 Sheets
DATE / /
COUNCIL DELEGATE SIGNATURE

10 20 30 40 50 60 70 80 90 100

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PLAN OF SUBDIVISION		STAGE No. --	LR USE ONLY EDITION	PLAN NUMBER PS 531721A
LOCATION OF LAND PARISH: KCRORCIT TOWNSHIP: --- SECTION: C CROWN ALLOTMENT: 13(PART) & 14(PART) CROWN PORTION: --- TITLE REFERENCES: VOL: 536 FOL: 261 LAST PLAN REFERENCE: LOT 1 ON PS 422737B POSTAL ADDRESS: 33 - 41 FERRIS ROAD, MELTON 3327 (at time of subdivision) AMG CO-ORDINATES: E: 289185 N: 5924420 ZONE: 55 (of approx. centre of plan)		COUNCIL CERTIFICATION AND ENDORSEMENT COUNCIL NAME: SHIRE OF MELTON REF: 1. THIS PLAN IS CERTIFIED UNDER SECTION 8 OF THE SUBDIVISION ACT 1988. 2. THIS PLAN IS CERTIFIED UNDER SECTION 11(7) OF THE SUBDIVISION ACT 1988. DATE OF ORIGINAL CERTIFICATION UNDER SECTION 5 / / . 3. THIS IS A STATEMENT OF COMPLIANCE ISSUED UNDER SECTION 21 OF THE SUBDIVISION ACT 1988. OPEN SPACE (i) A REQUIREMENT FOR PUBLIC OPEN SPACE UNDER SECTION 18 OF THE SUBDIVISION ACT 1988 HAS / HAS NOT BEEN MADE. (ii) THE REQUIREMENT HAS BEEN SATISFIED. (iii) THE REQUIREMENT IS TO BE SATISFIED IN STAGE COUNCIL DELEGATE COUNCIL SEAL DATE / / . RE-CERTIFIED UNDER SECTION 11(7) OF THE SUBDIVISION ACT 1988 COUNCIL DELEGATE COUNCIL SEAL DATE / / .		
VESTING OF ROADS OR RESERVES				
IDENTIFIER ROAD R-1		COUNCIL/BODY/PERSON MELTON SHIRE COUNCIL		
NOTATIONS				
DEPTH LIMITATION DOES NOT APPLY		STAGING THIS IS NOT A STAGED SUBDIVISION PLANNING PERMIT No.		
NOTES: TANGENT POINTS ARE SHOWN THIS: ---				
SURVEY: THIS PLAN IS BASED ON SURVEY VIDE THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No(s). IN PROCLAIMED SURVEY AREA No.				
EASEMENT INFORMATION				
LEGEND: A - APPURTENANT E - ENCUMBERING EASEMENT R - ENCUMBERING EASEMENT (ROAD)		NOTATIONS		
EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED OR IN FAVOUR OF
(E-1)	POWERLINE	SEE DIAG	PS 422737B	POWERCOR AUSTRALIA LTD
ESTATE: --- STAGE: -- No. OF LOTS: 2 AREA: 17.85ha MEL: 34310:1				LR USE ONLY STATEMENT OF COMPLIANCE/ EXEMPTION STATEMENT RECEIVED <input type="checkbox"/> DATE / / . LR USE ONLY PLAN REGISTERED TIME DATE / / . ASSISTANT REGISTRAR OF TITLES SHEET 1 OF 2 SHEETS
Breese Pitt Dixon Pty Ltd 1/19 Caro Street Hawthorn East Vic 3123 Ph: 9822 0301 Fax: 9822 1377 CHECKED SMW DATE: 01/10/04		LICENSED SURVEYOR: GEOFF W HUMPHREY SIGNATURE: _____ DATE: 01/10/04 REF: 7135 VERSION: 1		DATE / / . COUNCIL DELEGATE SIGNATURE ORIGINAL SHEET SIZE A3



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Attachment 4

Disclosure Statement

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**Landlord's Disclosure Statement – retail premises
not located in retail shopping centres**

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

Note

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

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

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

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

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

**Disclosure statement
by the Landlord**

Landlord:	Melton City Council
Tenant:	City Circle Recycling Pty Ltd ACN 008 608 833
Premises:	17-31 and Part 33-41 Ferris Street, Melton South 3338



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Part 1 Premises

1. Premises details

1.1 Street address of premises
 17-31 and Part 33-41 Ferris Street, Melton South 3338
[insert street address of premises and, as applicable, shop number, name of the building in which the premises is located, street address of the building]

1.2 Plan of premises (if available)
 The land shown red on the attached plan
[insert description of premises by reference to a prepared plan. Attach the plan to this disclosure statement as per item 23.1]

1.3 Lettable area of premises **15.3395 Ha**
 Estimate
 Will a survey be conducted? Yes
 No

1.4 Existing structures, fixtures, plant and equipment in the premises, provided by the landlord (excluding any works, fit out and refurbishment described in Part 3)

[Select as appropriate]

- | | |
|--|---|
| <input type="checkbox"/> air conditioning | <input type="checkbox"/> plastered walls |
| <input type="checkbox"/> cool room | <input type="checkbox"/> shop front |
| <input type="checkbox"/> floor coverage | <input type="checkbox"/> sink |
| <input type="checkbox"/> grease trap | <input type="checkbox"/> sprinklers |
| <input type="checkbox"/> hot water service | <input type="checkbox"/> suspended ceilings |
| <input type="checkbox"/> lighting | <input type="checkbox"/> telephone |
| <input type="checkbox"/> mechanical exhaust | <input type="checkbox"/> water supply |
| <input type="checkbox"/> painted walls | <input type="checkbox"/> waste |
| <input type="checkbox"/> electrical distribution load (3 phase) | |
| <input type="checkbox"/> electrical distribution load (single phase) | |
| <input type="checkbox"/> separate utility meter—gas | |
| <input type="checkbox"/> separate utility meter—water | |
| <input type="checkbox"/> separate utility meter—electricity | |
| <input type="checkbox"/> other | |
-

1.5 Services and facilities provided by the landlord for the benefit of the premises (for example, security services, cleaning)

Nil



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2. Permitted use

2.1 Description of permitted use
 Recycling construction and demolition waste materials including concrete, rock, masonry, wire and timber and sale of recycled materials processed on the Land
[Note: the tenant should investigate if the proposed use of the premises is permitted under planning laws.]

3. Number of car parking spaces

3.1 Approximate total spaces Nil spaces

3.2 Available spaces for customers of the building Nil spaces

3.3 Reserved spaces for use of the tenant only Nil spaces

4. Head lease

4.1 Is the premises under a head lease or Crown lease? Yes
 No

4.2 Has the landlord provided a copy of the head lease or Crown lease to the tenant? Yes—attached as per item 23.2
 No
 Not applicable

4.3 Current term under the head lease or Crown lease and option/s to renew
 Not applicable
 Details of head lease as follows:
 Current term:
 years
 / /20 to / /20
 Options to renew:
 years
 / /20 to / /20
[list any options for further terms held by the landlord under the head lease]

4.4 Is the head landlord's consent to the lease required? Yes
 No



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Part 2 Term of lease and option/s to renew lease

5. Term of lease

5.1	Date lease commences (see also date of handover at item 7)	The lease commenced on 1 May 2015. This disclosure statement is provided as at the date the lease was varied by agreement between the parties, that is [##TBC] Actual
5.2	Length of term	15 years from 1 May 2015

5.3	Date lease expires (based on the date indicated at item 5.1 as the date the lease commences)	30 April 2030
-----	---	---------------

6. Option/s to renew lease

6.1	Option/s details (note: an option to renew a lease must be exercised in writing and given to the landlord on or before the last day stated in the option clause of the lease)
	<input type="checkbox"/> No options to renew lease <input checked="" type="checkbox"/> Options as follows:

Length of option	Period of option	Exercise date
5 years Actual/Estimate	1 May 2030 to 30 April 2035	1 November 2029 to 31 January 2030
5 years Actual/Estimate	1 May 2035 to 30 April 2040	1 November 2034 to 31 January 2035

[list all options to renew lease]

Part 3 Works, fit out and refurbishment

7. Date of handover

7.1	Date of handover (if different to the date the lease commences indicated at item 5.1)	Not applicable – tenant is in possession
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8.	Landlord's works
8.1	<p>Description of works to be carried out by the landlord before the date the lease commences Not applicable before lease commences.</p> <p>After execution of this Deed, Council to construct fence and gate around the Pond at the North East section of the land in accordance with boundary realignment to give effect to CCR surrender of Pond to Council, Gate to facilitate tenant access from time to time, and ensure both sites are secure.</p> <p><i>[exclude any works that form part of the tenant's fit out at item 9]</i></p>
8.2	<p>Estimate of expected contribution by the tenant towards the cost of the landlord's works</p> <p style="text-align: right;">\$ Not applicable</p> <p><i>[see also outgoings (item 13) in relation to any maintenance and repair outgoings]</i></p>
9.	Tenant's fit out works
9.1	<p>Fit out works to be carried out by the tenant (excluding the landlord's works at item 8)</p> <p>The Tenant is not required to carry out fit out works, but must carry out all works required to vacate the surrendered area including the construction of a new crossover and driveway to the Land from Tree Leaf Lane (Tenant's Works) at its own cost, by January 2022.</p> <p>The Tenant's Works must be approved and carried out in accordance with clauses 13.4 and 13.5 of the Lease</p>
9.2	<p>Is the landlord providing any contribution towards the cost of the tenant's fit out?</p> <p><input type="checkbox"/> Yes</p> <p><i>[insert details of landlord's contribution]</i></p> <p><input checked="" type="checkbox"/> No</p>
9.3	<p>Does the landlord have requirements as to the quality and standard of shop front and fit out?</p> <p><input checked="" type="checkbox"/> Yes</p> <p>The Tenant must ensure any alterations or works to the Land, any services to the Land or the Tenant's Improvements (Works) are carried out:</p> <p>1.1.1 strictly in accordance with plans and specifications approved by Council;</p> <p>1.1.2 by qualified tradespersons approved by Council;</p> <p>1.1.3 to Council's reasonable satisfaction and in accordance with Council's reasonable requirements (including Council's requirements as to the standard, type, quality, size and colour of any of the Tenant's Improvements);</p> <p>1.1.4 under the supervision of Council's architect or consultant (the cost of which must be paid by the Tenant to Council within 14 days of demand); and</p> <p>1.1.5 in accordance with all laws and requirements of any authorities having jurisdiction over the Land.</p>



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 No

Part 4 Rent

10. Annual base rent

10.1 Starting annual base rent **\$24,000**
(i.e. when the lease commences) Excluding GST

10.2 Actual Current Rent from 2021 based on 1 % increase. \$25,476.47 Excluding GST

10.3 Rent free period
Nil
[describe any rent free period]

10.4 Date of rent commencement Payment of rent commence on 1 May 2015. The rent referred to in Item 10.2 is payable from **1 May 2021**

10.5 How rent payments are to be made?
Equal monthly instalments in advance on the first day of each month, other than the first and last payments which are calculated on a pro-rata basis. And as reasonably requested by Council with respect to agreed annual rent adjustment of 1%.

11. Rent adjustment (rent review)

11.1 Rent adjustment date(s) and adjustment method

Fixed increase by 1% on each anniversary of the commencement date during the term and each further term.

Review to current market rent on commencement of each further term.

[insert a list of all rent adjustment dates and adjustment methods —e.g. fixed increase by X%, fixed increase by \$X, current market rent, indexed to CPI]

Date	(\$) Dollar Amount of Corresponding 1% Percentage Increase	Total Annual Rent (\$)
1 May 2016	0.01 of \$24,000 = \$240	\$24,240.00
1 May 2017	0.01 of \$24,240 = \$242.4	\$24,482.40
1 May 2018	0.01 of \$24,482.4 = \$244.82	\$24,727.22



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1 May 2019	0.01 of \$24,727.22 = \$247.27	\$24,974.49
1 May 2020	0.01 of \$24,974.49 = \$249.74	\$25,224.23
1 May 2021	0.01 of \$25,224.23 = \$252.24	\$25,476.47
Continue like adjustment for remainder of current term until market rental valuation in 2030, which will then increase annually by 1%		

Part 5 Outgoings

12. Contribution by tenant towards landlord's outgoings

12.1 Is the tenant required to pay or contribute towards the landlord's outgoings? Yes No

12.2 Describe any period during which the tenant is not required to pay outgoings
Nil

12.3 Date on which payment of outgoings is to commence The lease commencement date

12.4 Formulae for apportioning outgoings

100% of all outgoings levied on the whole of the Land. If any Rates and Taxes are not separately assessed in connection with the Land, the Tenant must pay to Council within 14 days of demand the proportion of the Rates and Taxes that the lettable area of the land bears to the total lettable area assessed

[insert formulae on how outgoings payable by tenant are to be apportioned]

13. Outgoings estimates (annual) for the 12 month period 1 June 2021 to 30 June 2022

[State which of the following are payable by the tenant. The landlord may be prevented by the Retail Leases Act 2003 from claiming certain costs.]

	Estimate per annum for the building (Including/Excluding GST)
13.1 Administration	Nil
Administration costs (excluding management fees and wages)	\$
Management fees	\$



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13.2	Air conditioning/temperature control	Nil
	Air conditioning maintenance	\$
	Air conditioning operating costs	\$
13.3	Building management	Nil
	Body corporate/strata levies	\$
	Building intelligence services	\$
	Energy management services	\$
	Gardening and landscaping	\$
	Insurance	\$
	Pest control	\$
	Ventilation	\$
13.4	Building security	Nil
	Caretaking	\$
	Emergency systems	\$
	Fire protection	\$
	Security services	\$
13.5	Cleaning	Nil
	Cleaning consumables	\$
	Cleaning costs (excluding consumables)	\$
13.6	Government rates and charges	Nil
	Local government rates and charges	\$
	Water, sewerage and drainage rates and charges	\$
	Fire services property levy	\$
	(Note: under s 50 of the <i>Retail Leases Act 2003</i> , the landlord may not claim land tax as an outgoing)	
13.7	Repairs	Nil
	Repairs and maintenance	\$
	Sinking fund for repairs and maintenance	\$
	(Note: under s 41 of the <i>Retail Leases Act 2003</i> , the landlord may not claim the capital costs of the building in which the premises are located)	



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13.8	Utility services	100% of outgoings, estimated dependent on tenant's usage and paid directly
	Electricity	\$
	Gas	\$
	Oil	\$
	Water	Either directly paid by tenant or to be on-charged to tenant. City Circle to notify Council of usage via check meter if not separately metered and report through Carbonetix/ or Council staff as arranged.
13.9	Waste management	Tenants direct responsibility
	Sewerage disposal	\$
	Waste collection and disposal	\$
13.10	List any other outgoings	\$ \$ \$
13.11	Estimated tenant contribution to outgoings	Nil

Part 6 Other costs

14.	Other monetary obligations and charges	
14.1	Outline any costs arising under the lease including up-front costs or other costs not part of the outgoings and not referred to elsewhere in this disclosure statement <i>[e.g. interest and legal costs]</i>	Water Services - City Circle will need as part of their relocation to run water to their new premises. As part of their works they will need to reticulate from the existing service to their new connection point. Tenant will cover cost and organise the relocating of services with Council providing authority for works. Miscellaneous - Interest on unpaid rent and outgoings; - landlord's legal and other costs if the tenant defaults



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Part 7 Alteration works (including renovations, extensions, redevelopment, demolition)

15. Alteration works

15.1 Are there any alteration or demolition works, planned or known to the landlord at this point in time, to the premises or building, including surrounding roads, during the term or any further term or terms?

Yes

Confined to Tenant works to construct a new crossover on Tree leaf Lane

[insert details of the proposed works]

No

16. Clauses in lease dealing with relocation and demolition works

16.1 Clause(s) in lease providing for relocation of tenant

Clause(s) of the lease

Not applicable

16.2 Clause(s) in lease providing for demolition of the premises or building

Clause(s) of the lease

Not applicable

Part 8 Other disclosures

17. Other disclosures

17.1 Are there any current legal proceedings in relation to the lawful use of the premises or building?

Yes

[provide details]

No

17.2 Are there any alteration or demolition works, planned or known to the landlord at this point in time, to land adjacent to or in close proximity to the premises or building, during the term or any further term or terms?

Yes



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Planned Alteration to Adjoining Council property at Part of 33-41 Ferris Road, Melton
Recycling Facility Expansion Project Works.

[provide details]

No

18. Representations by landlord

18.1 Any other representations by the landlord or the landlord's agent

Nil

[landlord to insert details of any other oral or written representations made by the landlord or
the landlord's agent]

Part 9 Landlord acknowledgements and signature

19. Acknowledgements by landlord

By signing this disclosure statement, the landlord confirms and acknowledges that:

- this disclosure statement contains all representations in relation to the proposed lease by the landlord and the landlord's agents as at the date of this disclosure statement;
- this disclosure statement reflects all agreements that have been made by the parties;
- the landlord has not knowingly withheld information which is likely to have an impact on the tenant's proposed business.

Warnings to landlord when completing this disclosure statement:

- The tenant may have remedies including termination of lease if the information in this statement is misleading, false or materially incomplete.

20. Landlord's signature

20.1 Name of landlord

Melton City Council

[insert name of landlord]

20.2 Signed by the landlord or the landlord's agent for and on behalf of the landlord

X.....

20.3 Name of the landlord's authorised representative or landlord's agent

[insert name of person signing with the authority of the landlord]

20.4 Date/...../20



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Part 10 Tenant acknowledgements and signature

21. Acknowledgements by the tenant

By signing this disclosure statement, the tenant confirms and acknowledges that the tenant received this disclosure statement.

Before entering into a lease, tenants should consider these key questions:

- Does the planning authority allow your proposed use for the premises under planning law?
- Is the security of your occupancy affected by:
 - mortgages, charges or encumbrances granted by the landlord?
 - rights and obligations under a head lease?
- Does the premises comply with building and safety regulations? Is the premises affected by outstanding notices by any authority?
- Could your trading be affected by disturbances or changes to the building?
- Does the landlord require you to refurbish the premises regularly or at the end of the lease?
- Can the landlord end the lease early even if you comply with the lease?
- Are all the existing structures, fixtures and plant and equipment in good working order?
- Are you required to make good the premises at the end of the lease?

22. Tenant's signature

It is important that a tenant seek independent legal and financial advice before entering into a lease.

22.1 Name of tenant
City Circle Recycling Pty Ltd ACN 008 608 833
[insert name of tenant]

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

X.....

22.3 Name of the tenant's authorised representative

[insert name of person signing with the authority of the tenant]

22.4 Date/...../20



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Part 11 Attachments

23. List of attachments

Attached?

23.1 Plan of premises Yes
 (see item 1.2) Not applicable

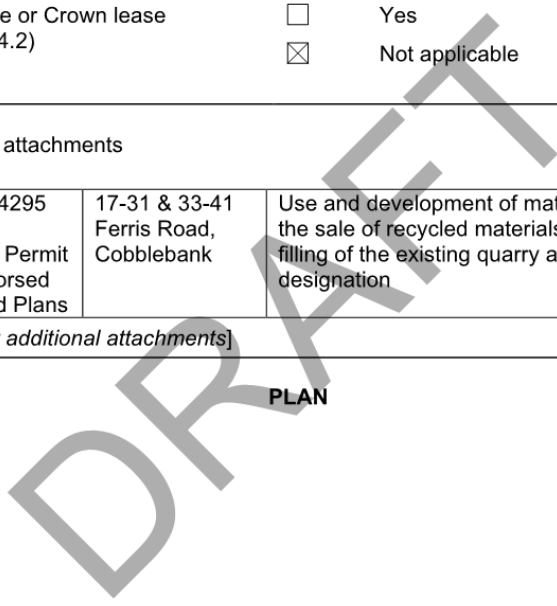
23.2 Head lease or Crown lease Yes
 (see item 4.2) Not applicable

23.3 Additional attachments

PA2014/4295 Signed Planning Permit and Endorsed Amended Plans	17-31 & 33-41 Ferris Road, Cobblebank	Use and development of materials recycling, the sale of recycled materials processed on the land, filling of the existing quarry and car parking designation
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[list of any additional attachments]

PLAN



A Proud Community Growing Together



Our Ref: PA2014/4295/1

22 June, 2015

Alan Bloomfield
City Circle
PO Box 41
FAIRFIELD VIC 3078

Dear Alan,

Application for Planning Permit

No.: PA2014/4295/1
Land: 17-31 Ferris Road MELTON SOUTH
33-41 Ferris Road MELTON SOUTH
Proposal: Use and development of materials recycling, the sale of recycled materials processed on the land, filling of the existing quarry and car parking dispensation.

I refer to the revised plan submitted under Condition 1 of the above planning permit.

I wish to advise that the amended plan is satisfactory to Council and has been approved.

A copy of the endorsed plan is enclosed.

If you have any queries regarding this matter please contact me on 9747 7140.

Yours Sincerely,

A blue ink signature of Isen Goga.

Isen Goga
Major Developments Planner

Encl.

Civic Centre
232 High Street
Melton VIC 3337

Civic Centre/Library
193-201 Caroline Springs Blvd
Caroline Springs VIC 3023

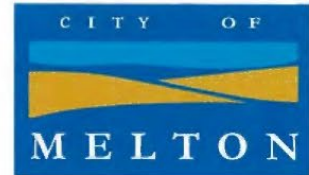
Postal Address
PO Box 21
Melton VIC 3337

P: 03 9747 7200
F: 03 9743 9970

DX 33005 Melton
ABN 22 862 073 889

www.melton.vic.gov.au

A Proud Community Growing Together



Our Reference: PA2014/4295

6 August 2014

Gary Pendlebury
Pendlebury & Associates Pty Ltd
U 2/ 107 Kerr Street
FITZROY VIC 3065

Dear Gary,

Application for Planning Permit

No.: PA2014/4295
Land: 17-31 Ferris Road MELTON SOUTH,
33-41 Ferris Road MELTON SOUTH,
Proposal: Use and development of materials recycling, the sale of recycled materials processed on the land, filling of the existing quarry and car parking dispensation.

The Victorian Civil and Administrative Appeals Tribunal has now advised that no appeals have been lodged in relation to the application.

A permit has now been issued and a copy is enclosed.

Your attention is drawn to the conditions of the Permit, which you should read carefully. The reverse side details information about the Planning Permit and your appeal rights. All the Permit conditions must be adhered to in order that the approval remains valid.

If you wish to discuss this matter further please contact me on 9747 7140.

Yours sincerely,

Isen Goga
Major Developments Planner

Encl.

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232 High Street
MELTON VIC 3337

PO Box 21
MELTON VIC 3337

Phone 9747 7200
Fax 9743 9970

PLANNING PERMIT

Permit No:
Planning Scheme:
Responsible Authority:

PA2014/4295/1
Melton Planning Scheme
Melton City Council

ADDRESS OF THE LAND:

LOT: 1 PS: 300617K, 17-31 Ferris Road, Melton South

LOT: 1 PS: 422737S, 33-41 Ferris Road, Melton South

THE PERMIT ALLOWS:

Use and development of materials recycling, the sale of recycled materials processed on the land, filling of the existing quarry and car parking dispensation.

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

Plans

1. Prior to the commencement of the use and development, amended plans to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. When approved, the plans will be endorsed and will then form part of the permit. The plans must be drawn to scale with dimensions and three copies must be provided. The plans must be generally in accordance with the plans submitted with the application but modified to show:
 - a) Elevations of all proposed buildings on site.
 - b) The office and toilet buildings adjacent to the car parking area on site.
 - c) The bund wall and associated landscaping to be extended along the entire length of the eastern, northern and western boundaries of Lot 1 on PS422737S (33-41 Ferris Road, Melton South).
 - d) The irrigation system for the bund wall and associated plantings.
2. The use and development as shown on the endorsed plans must not be altered or modified without the written consent of the Responsible Authority.
3. The use must at all times be conducted in accordance with:
 - a) Any plans and documents endorsed under this permit;
 - b) The approved Site and Environmental Management Plan; and
 - c) The approved Acoustic Report.

Page 1 of 7

Date Issued: 6 August 2014

Signature of the
Responsible Authority:



Planning Permit PA2014/4295 Continued

4. The Site Environmental Management Plan dated 6 November 2013 endorsed under this permit must be complied with at all times to the satisfaction of the Responsible Authority.

Landscape

5. Prior to the commencement of the use, the landscaping shown on the endorsed plans must be carried out and completed to the satisfaction of the Responsible Authority.
6. The landscaping shown on the endorsed plans must be maintained to the satisfaction of the Responsible Authority and used for no other purpose, including that any dead, diseased or damaged plants are to be replaced.
7. Environmental Weeds as referred to in Department of Sustainability and Environments Advisory list of Environmental Weeds of the Inland Plains bioregions of Victoria, May 2009 must not be used in any of the landscaping works.

Engineering

8. Prior to the commencement of the use and development, engineering plans and relevant design calculations for the proposed development must be submitted to the Responsible Authority. The engineering plans must, as a minimum, comprise of the layout plan, the drainage plans, signage and line marking plans, pavement design plans and, where applicable, public lighting plans.

All works within the site must remain the responsibility of the site operator, except where it is located in an easement, and be maintained by the site operator to the satisfaction of the Responsible Authority.

9. Prior to the commencement of the use and development, a drainage management strategy detailing catchments both internal and external to the development, 1 percent AEP flow paths and flow volumes for the entire development must be submitted to the Responsible Authority. This strategy must include permanent on-site stormwater quality improvement measures.
10. Prior to the commencement of the use, the area set aside for the parking of vehicles and access lanes as shown on the endorsed plans must be:
- Paved with crushed rock or gravel of adequate thickness as necessary to prevent the formation of potholes and depressions according to the nature of the sub-grade and the vehicles which will use the areas
 - Drained.
 - Marked to indicate each car space and all access lanes

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Date Issued: 6 August 2014

Signature of the
Responsible Authority:

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**Planning Permit PA2014/4295 Continued**

to the satisfaction of the Responsible Authority.

Car spaces, access lanes and driveways must be kept available for these purposes at all times.

11. All car parking spaces must be designed to allow all vehicles to drive forwards both when entering and exiting the property.

Note that turning templates will need to be provided to Council for verification.

12. A minimum of one car space must be provided for the exclusive use of disabled persons. The car spaces must be provided as close as practicable to a suitable entrance of the building and must be clearly marked with a sign to indicate that the spaces must only be utilised by disabled persons. The dimensions of the disabled car spaces must be in accordance with the current Australian standards, AS 2890.6.
13. Prior to the commencement of the use, the proposed vehicle crossings must be constructed to an industrial standard in accordance with Council's Standard Drawings. A vehicle crossing permit must be obtained from Council prior to construction.
14. All pedestrian access to buildings must be designed and constructed to comply with the *Disability Discrimination Act 1992*.
15. Protective kerbs of a minimum height of 150mm must be provided to the satisfaction of the Responsible Authority to prevent damage to fences or landscaped areas.
16. Any Council assets affected by the development works must be reinstated at no cost and to the satisfaction of the Responsible Authority.

Amenity

17. Noise emanating from the operations on site must not exceed the noise limits under the relevant Environment Protection Authority legislation to the satisfaction of the Responsible Authority. Council reserves the right to request an acoustic report prepared by a suitably qualified acoustic consultant at the permit holder's expense if any complaints are received.
18. A copy of the acoustic report must be submitted to the Responsible Authority for endorsement within three months of Council's request.
19. If an acoustic report is required under Condition 17 the following must be included within the report:

Page 3 of 7

Date Issued: 6 August 2014

Signature of the
Responsible Authority:

A handwritten signature in black ink, appearing to be a stylized name, written over a horizontal line.



Planning Permit PA2014/4295 Continued

- a) Mechanisms to ensure regular noise assessment testing is carried out. Testing must address ambient noise and noise from the facility to ensure compliance with SEPP N-1 in all locations.
 - b) Any necessary control measures required to meet SEPP N-1 (including acoustic walls and enclosure of plant equipment) and how these will be implemented.
 - c) Evidence of the noise assessment testing that was carried out to inform the recommendations with the acoustic report.
20. If an acoustic report is submitted and endorsed by the Responsible Authority, the noise control measures as per the report's recommendations must be implemented within three months of endorsement.
21. The use and development must be managed to the satisfaction of the Responsible Authority so that the amenity of the area is not detrimentally affected, through the:
- a) Transport of materials, goods or commodities to or from the land;
 - b) Appearance of any building, works or materials;
 - c) Emission of noise, artificial light, vibration, smell, fumes, smoke, vapour, steam, soot, ash, dust, waste water, waste products, grit or oil;
 - d) Presence of vermin;
 - e) The storage of materials on the site; and
 - f) Noise emanating from the crushing plant and equipment.
22. Any external lighting of the site, including car parking areas and buildings, must be located, directed and shielded and of such limited intensity that no nuisance or loss of amenity is caused to any person beyond the site.
23. All security alarms or similar devices installed on the land must be of a silent type in accordance with any current standard published by Standards Australia International Limited and be connected to security service.

Site Operations

24. Items other than construction and demolition wastes (concrete, bricks and rock etc) must not be crushed or recycled at the premise except with the consent of the Responsible Authority.
25. No putrescible waste, household waste, garbage, hazardous waste (including waste which is subject to the provisions of the *Environmental Protection (Industrial Waste Resource) Regulations 2009* or liquid waste, may be deposited on the site. Where such wastes are detected, the operator must direct the carrier to the appropriate facility. All such material must be removed within twenty – four (24) hours of detection.

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Date Issued: 6 August 2014

Signature of the
Responsible Authority:

A handwritten signature in black ink, consisting of a stylized, cursive script, positioned above a horizontal line.



Planning Permit PA2014/4295 Continued

26. The operator must provide and maintain a sign at the front entry of the site indicating the type of waste materials that must not be deposited at the site and provide advice as to the location of the nearest approved waste facility for the various waste. Details of the maximum penalty under the *Planning and Environment Act 1987* or any other relevant Act for depositing such wastes must also be displayed. The size and location of the sign must be to the satisfaction of the Responsible Authority.
27. At all times during the operation of the use, there must be a person over the age of 18 years that is present on the premises and who is responsible for ensuring that the activities on the premises and the conduct of persons attending the premises do not have a detrimental impact on the amenity of the locality to the satisfaction of the Responsible Authority.
28. The loading and unloading of goods from vehicles must only be carried out on the land within the site.
29. All vehicles removing waste must have a fully secured and contained load so that no wastes are spilled or dust or odour is created to the satisfaction of the Responsible Authority.
30. A maximum of 500,000 tonnes of construction and demolition waste (concrete, bricks rock etc) maybe processed and recycled on the premises per annum.
31. No composting and no processing or blending of soil may occur on site.
32. No fixed plant, machinery or equipment may be installed or used on the land, other than plant, machinery or equipment shown on the endorsed plans, without the consent of the Responsible Authority.
33. A truck wheel wash must be installed and vehicles must use the wheel wash in such a manner as to remove debris and dirt from vehicle tyres before leaving the site, all to the satisfaction of the Responsible Authority.
34. The wheel wash must be maintained in a good order and all liquid and solid waste or like material collected must be retained on the site for disposal to an appropriate facility, all to the satisfaction of the Responsible Authority.
35. The use and the loading/unloading of vehicles must only operate between the hours of:
 - a) Monday to Friday: 6am – 6pm
 - b) Saturday: 6am – 3pm

Unless otherwise agreed in writing by the Responsible Authority

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Date Issued: 6 August 2014

Signature of the
Responsible Authority:

A handwritten signature in black ink, consisting of a stylized cursive 'S' followed by a horizontal line.

**Planning Permit PA2014/4295 Continued**

36. All crushing equipment and machinery must be enclosed by purpose built shedding with shrouding installed on all inlets and outlets including feed conveyors to minimise wind entrainment of dust to the satisfaction of the Responsible Authority in consultation with EPA.
37. All waste material not required for further on-site processing must be regularly removed from the site. All vehicles removing waste must have fully secured and contained loads so that no waste is piled or dust or odour created to the satisfaction of the Responsible Authority.
38. All earthworks must be undertaken in a manner that will minimise soil erosion and adhere to Construction Techniques for Sediment Pollution Control (EPA 1991).
39. All noxious weeds must be controlled. Any weed infestations resulting from soil disturbance and/or the importation of sand, gravel and other material used in the construction process must be controlled.
40. Best practice erosion and sedimentation control must be installed during construction where a hazard is identified. No polluted or sediment laden water may enter the existing dam.
41. Any fill brought into the property must be classified as 'Fill material' as per EPA Industrial Waste Resource Guidelines (IWRG), Publication IRWG621. All fill must be free of weed propagules and pathogens.
42. The operator under this permit must remove all stockpiled material, plant, equipment and machinery and reinstate the land to the satisfaction of the Responsible Authority if:
 - a) The concrete crusher or associated plant has been or is to be permanently removed from the site; or
 - b) The use has ceased permanently.

Environmental Protection Authority (EPA)

43. Noise emissions from the premises must comply with the requirements of the State Environment Protection Policy (Control of Noise from Commerce, Industry and Trade), No. N-1.
44. Nuisance dust must not be discharged beyond the boundaries of the premises.
45. The applicant must limit the scale of, cease, operations which emit dust during windy days when dust levels are unacceptable.

Expiry

Page 6 of 7

Date Issued: 6 August 2014

Signature of the
Responsible Authority:

A handwritten signature in black ink, appearing to be a stylized name, written over a horizontal line.



Planning Permit PA2014/4295 Continued

46. The use and development of the land must cease within 15 years from the date of this permit unless an extension is approved in writing by the Responsible Authority.

NOTES:*Engineering*

- Relevant permits, including but not limited to a road opening permit will be required from Council prior to development.
- Any proposed vehicle crossings must have clearance from public light poles, street sign poles, other street furniture, trees and any traffic management devices.

DRAFT

Page 7 of 7

Date Issued: 6 August 2014

Signature of the
Responsible Authority:

A handwritten signature in black ink, consisting of a large loop and a horizontal stroke, positioned above a horizontal line.