
CONTRACT OF SALE
Factory 2, 15 Nathan Drive, Campbellfield, 3061

**FRENKEL PARTNERS
LAWYERS**

**LEVEL 18, 500 COLLINS STREET, MELBOURNE VIC 3000
DX 30869, STOCK EXCHANGE VIC
Telephone (03) 9622 0999 • Facsimile (03) 9622 0988
Email firm@frenkels.com.au
Ref: LGT: MTF: WP##-INV-0912510**

CONTRACT OF SALE OF REAL ESTATE

IMPORTANT NOTICE TO PURCHASERS

Cooling-off period

Section 31, *Sale of Land Act 1962*

If none of the exceptions listed below applies to you, you may end this contract within 3 clear business days of the day that you sign the contract.

To end this contract within this time, you must either give the Vendor or the Vendor's Agent written notice that you are ending the contract or leave the notice at the address of the Vendor or the Vendor's Agent.

If you end the contract in this way, you are entitled to a refund of all the money you paid EXCEPT for \$100.00 or 0.2% of the purchase price (whichever is more).

EXCEPTIONS - The 3-day cooling-off period does not apply if -

- You bought the property at or within 3 clear business days before or after a publicly advertised auction
- You received independent advice from a solicitor before signing the contract
- The property is used mainly for industrial or commercial purposes
- The property is more than 20 hectares in size and is used mainly for farming
- You previously signed a similar contract for the same property
- You are an estate agent or a corporate body.

The conditions of this contract are contained in the attached -
Particulars of Sale;
Schedule;
General Conditions; and
Special Conditions (if any).

The Vendor sells and the Purchaser buys both the Property and the Chattels for the price and upon the conditions set out in this contract.

The Vendor's Statement required by Section 32(1) of the *Sale of Land Act 1962* is attached to, and included in, this contract.

Where the signature of any party to this contract is secured by an agent, the parties acknowledge being given a copy of this contract by the agent at the time of signing.

.....Vendor

.....Purchaser

GENERAL CONDITIONS ("GC")

Encumbrances

- 1.1 The Purchaser buys the property and the chattels subject to the encumbrances shown in Item 1 of the Schedule.
- 1.2 If the Purchaser is taking over an existing mortgage:-
 - (a) the Purchaser assumes liability for the mortgage;
 - (b) the price is satisfied to the extent of any mortgage money owing at the settlement date; and
 - (c) the Vendor must treat any payment made by the Purchaser under the mortgage as a payment made to the Vendor under this contract.

Loss or Damage Before Settlement

- 2.1 The Vendor carries the risk of loss or damage to the property and the chattels until settlement.
- 2.2 The Vendor must deliver the property and the chattels to the Purchaser at settlement date in their present condition (fair wear and tear excepted).
- 2.3 If any chattel is not in its present condition (fair wear and tear excepted) at settlement, the Purchaser is only entitled to compensation from the Vendor.

Finance

3. If a lender is nominated in the Particulars of Sale this contract is subject to the lender approving the loan on the security of the property by the approval date or any later approval date allowed by the Vendor. The Purchaser may end the contract if the loan is not approved by the approval date only if the Purchaser:-
 - (a) has made immediate application for the loan;
 - (b) has done everything reasonably required to obtain approval of the loan;
 - (c) serves written notice ending the contract on the Vendor on or before two business days after the approval date, and;
 - (d) is not in default under any other condition of this contract when the notice is given.All money must be immediately refunded to the Purchaser if the contract is ended.

Terms Contracts

4. If this is a "terms contract" as defined in section 2(1) of the *Sale of Land Act 1962*, then:-
 - (a) the Vendor must arrange the discharge of any mortgage affecting the land by the settlement date;
 - (b) all money payable under the contract must be paid to a duly qualified Legal Practitioner or a licensed Estate Agent to be applied towards discharging the mortgage;
 - (c) the Purchaser must pay interest to the Vendor from the settlement date upon the balance outstanding at the rate, on the days, and with the adjustments set out in Item 2 of the Schedule;
 - (d) the Vendor must apply instalments under this contract first to pay interest and then to reduce the balance owing.

Nominee

5. If the contract says that the property is sold to a named Purchaser "and/or nominee" (or similar words), the named Purchaser may, at least 14 days before settlement date, nominate a substitute or additional Purchaser, but the named Purchaser remains personally liable for the due performance of all the Purchaser's obligations under this contract.

Payment

- 6.1 The Purchaser must pay all money (except the deposit) to the Vendor, the Vendor's Solicitor or at the direction of the Vendor.
- 6.2 The Purchaser must pay the deposit:-
 - (a) to the Vendor's Estate Agent or, if there is no Estate Agent, to the Vendor's Solicitor; or
 - (b) if the Vendor directs, into a special purpose banking account specified by the Vendor in the joint names of the Purchaser and the Vendor.
- 6.3 If the land sold is a lot on an unregistered plan of subdivision then the deposit:-
 - (a) must not exceed 10% of the price; and
 - (b) must be paid:-
 - (i) to the Vendor's Solicitor or Estate Agent to be held by the Solicitor or Estate Agent on trust for the Purchaser; or
 - (ii) if the Vendor directs, into a special purpose banking account in Victoria specified by the Vendor in the joint names of the Purchaser and the Vendoruntil the registration of the plan.

Breach

7. A party who breaches this contract must pay to the other party on demand:-
 - (a) compensation for any reasonably foreseeable loss to the other party resulting from the breach, and
 - (b) any interest due under this contract as a result of the breach.

Time

8. If the time for performing any action expires on a Saturday, Sunday or bank holiday, then time is extended until the next business day.

General Conditions in Legislation

- 9.1 The general conditions in Table A of the Seventh Schedule of the *Transfer of Land Act 1958* apply if the land is under the operation of that Act.
- 9.2 The general conditions in the Third Schedule of the *Property Law Act 1958* apply if the land is not under the operation of the *Transfer of Land Act 1958*.
- 9.3 General Condition 9 in Table A or in the Third Schedule applies as if its second last sentence ended with the additional words, "as a resident Australian beneficial owner of the land".

Conflict Between Conditions

10. In case of a conflict between the conditions the order of priority is:-
 - (a) any special conditions in this contract;
 - (b) general conditions in this contract;
 - (c) general conditions in legislation.

Conditions

11. These conditions prevail over the conditions in any earlier contract and any requisitions and answers properly made and given under that contract are deemed to be requisitions and answers properly made and given under this contract.

Service

12. Any document served by post is deemed to be served on the next business day after posting unless proved otherwise.

Transfer and Settlement

- 13.1 The Purchaser must provide the instrument of transfer required by General Condition 12 of Table A, or the assurance required by the Third Schedule (as the case may be), to the Vendor or the Vendor's Solicitor at least 10 days prior to the settlement date.
- 13.2 The Vendor must pay the bank fees on all bank cheques exceeding 3 that are required by the Vendor for settlement.

Law Institute of Victoria Property Law Dispute Resolution Committee Guidelines

1. The Committee has been established to decide disputes relating to property law matters. Where one party does not have a Solicitor representing them, the dispute cannot be heard until that party instructs a Solicitor.
 2. An *agreed* Statement of Facts must be signed by all parties and referring Solicitors and must include:-
 - 2.1 A clear and concise statement of all the relevant *agreed* facts upon which the dispute is based. The Committee is unable to make any decision unless the facts are *agreed* between the parties.
 - 2.2 A copy of all relevant documents.
 - 2.3 The issues, based on the *agreed* facts, to be decided by the Committee.
 - 2.4 Applications for disputes to be decided by the Committee shall include an agreement by the referring Solicitors and the parties to be bound by the Committee's decision on any question of law or practice.
 3. Applications in the appropriate form must be lodged with the Secretary of the Property Law Dispute Resolution Committee C/- the Law Institute of Victoria. The form may be obtained from the Property Law Section of the Institute.
 4. An administration fee of \$100.00 for each referring Solicitor must be paid to the Institute when the application is lodged.
 5. The Committee's decision will be based upon the material contained in the Statement of Facts only.
In making its decision the Committee shall act as an expert panel and not as an arbitrator.
 6. The Committee reserves the right:-
 - (i) to call for further and better particulars in order to make a decision.
 - (ii) to refuse to decide any dispute, in which case any fees will be refunded in full.
 7. The Committee's written decision will be sent to the referring Solicitors within seven days of the dispute being decided.
-

PARTICULARS OF SALE

VENDOR'S AGENT:

VENDOR'S SOLICITOR:

FRENKEL PARTNERS

Level 18, 500 Collins Street,
MELBOURNE VIC 3000.

Telephone: (03) 9622 0999

Facsimile: (03) 9622 0988

Ref: LGT: MTF: WP-INV-0912510

PURCHASER'S SOLICITOR:

.....

Name

.....

Address

.....

Telephone

Facsimile

VENDOR:

WP INVESTMENT MANAGEMENT PTY
LTD (ACN 123 057 107) of 2/737 Burwood
Road, Hawthorn, 3122

PURCHASER/S:

.....

.....

.....

LAND:

The whole of the land more particularly
described in Certificate of Title **Volume
11167 Folio 987.**

PROPERTY ADDRESS: The land together with any improvements thereon known as Factory 2, 15 Nathan Drive, Campbellfield, 3061

CHATTELS: Nil.

PRICE: plus GST

DEPOSIT: being 10% of the purchase price payable on the signing hereof.

BALANCE:

PAYMENT OF BALANCE: Thirty (30)/sixty (60) days after the Day of Sale or earlier by agreement.

SETTLEMENT DATE: Is the date upon which vacant possession is given to the purchaser, namely upon acceptance of title and payment of the whole of the purchase price.

DAY OF SALE: The day of 2009.

SCHEDULE

ITEM 1 Encumbrances to be assumed by the Purchaser -
(GC 1.1) All registered and appurtenant easements and restrictive covenants (if any) as shown on the Certificate of Title and/or disclosed in the Vendor's Statement.

SPECIAL CONDITIONS

1. DEFINITIONS

In this Contract:

“Act” means the *Retail Leases Act 2003 (Vic)*, and related laws;

“Authority” means any municipality, authority or person exercising any powers or functions under any applicable laws or legal requirements;

“Building” means any building constructed on the Land;

“Business Day” means any day on which banks are open for business in Melbourne, Victoria;

“Contamination” includes any solid, liquid, gas, radiation or substance which makes or may make the condition of the Land or groundwater beneath or part of the surrounding environment:

- (1) unsafe, unfit or harmful for habitation by persons or animals; or
- (2) such that it does not satisfy the contamination criteria or standards published or adopted by the Environmental Protection Authority from time to time; or
- (3) unfit for any use permitted under the planning scheme as amended from time to time;

“Environmental Law” means a law regulating or otherwise relating to the environment current at the date of this contract including any law relating to land use, planning, pollution of air or water, soil or groundwater contamination, chemicals, waste, use of dangerous goods or to any other aspect of protection of the environment or a person or property;

“GST” means GST within the meaning of the GST Act;

“GST Act” means *A New Tax System (Goods and Services Tax) Act 1999*, and related laws;

“Guarantee” means a deed of guarantee and indemnity in the form of Annexure A;

“Outgoings” means all outgoings in relation to the Property whether recoverable from the Tenant or not, including, without limitation:

- (1) all rates, taxes, assessments, fire insurance premiums and land tax; and
- (2) all variable outgoings and statutory outgoings;

“Registered” and **“Required to be Registered”** have the same meanings as is given to those words in the GST Act;

“Statutory Conditions” means Table A of the Seventh Schedule to the *Transfer of Land Act 1958*;

“Tax Invoice” means a tax invoice as defined in the GST Act;

“Vendor’s Statement” means the statement made by the Vendor under Section 32 of the *Sale of Land Act 1962*, a copy of which is attached.

2. IDENTITY AND CONDITION OF PROPERTY

2.1 Acknowledgements by Purchaser about the Property

The Vendor makes no warranty or representation:

- 2.1.1 that the Property as occupied is identical with the Land;
- 2.1.2 that the Property complies with all or any laws applicable to the Property and the requirements of any Authority;
- 2.1.3 that the improvements are erected within the boundaries of the Land;
- 2.1.4 about the condition of the Property; or
- 2.1.5 about the existing Services (or any rights to use them, if any).

2.2 Limitation of Purchaser's rights

2.2.1 The Purchaser may not make any requisition or objection, claim compensation or refuse or delay payment of the Price as a consequence of:

- (a) The Property as occupied not being identical to the Land;
- (b) Any failure to comply with a law applicable to the Property or a requirement of any Authority;
- (c) Any improvements not being erected within the boundaries of the Land;
- (d) The condition of the Property; and
- (e) The existence, right to use or failure of the Services.

2.2.2 The Purchaser may not call upon the Vendor to:

- (a) Amend title;
- (b) Rectify any failure to comply with a law applicable to land or a requirement of any Authority;
- (c) Relocate any improvements not erected within the boundaries of the Land; or
- (d) Do any work to the Property;

or bear the cost of doing so.

2.2.3 Condition 3 of the Statutory Conditions does not apply to this Contract.

3. PLANNING CONTROLS

The Purchaser buys the Property subject to the applicable planning scheme, any planning permits for the Property and any other applicable planning controls.

4. PURCHASER'S INVESTIGATIONS

4.1 Opportunity to investigate

The Purchaser has had sufficient opportunity to carry out investigations and to make inquiries in relation to the Property.

4.2 No claims

Despite anything else in this contract, to the maximum extent permitted by law, the Purchaser agrees that it may not make any requisition or objection or claim compensation, delay completion, rescind or end this contract in relation to or arising out of any matter which was capable of discovery or was or should have been within the knowledge of the Purchaser as a result of the Purchaser's investigations and inquiries.

5. VENDOR'S STATEMENT

5.1 Before paying any money or signing any document in relation to this sale, the Purchaser received:

5.1.1 A copy of this contract; and

5.1.2 A Vendor's Statement.

6. INFORMATION AND ANCILLARY NEGOTIATIONS

6.1 Information Provided by Vendor

The Purchaser acknowledges:

6.1.1 No information, representation or warranty provided or made by the Vendor, the Vendor's Agent or the Vendor's Solicitors was provided or made with the intention or knowledge that it would be relied upon by the Purchaser;

6.1.2 No information, representation or warranty has been relied upon;

6.1.3 The Purchaser relies only on the Purchaser's inspection of, and searches and inquiries in connection with, the Property.

6.2 Entire Agreement

This contract is the entire agreement for the sale and purchase of the Property and supersedes and discharges all previous negotiations and agreements.

7. DEPOSIT

7.1 Deposit to be invested

The Purchaser and the Vendor authorise the Vendor's Solicitors to invest the Deposit in a separate interest bearing trust account at a bank authorised to carry on banking business in Australia. The Vendor's Solicitors are released from all liability for any failure to invest the Deposit.

7.2 Interest on Deposit

The Vendor must cause the Vendor's Solicitors to pay any interest (less applicable taxes, fees and charges) paid on the Deposit to the Vendor unless the Purchaser lawfully terminates this contract, in which case, the Vendor must cause the Vendor's Solicitors to repay the Deposit and all interest to the Purchaser.

7.3 Tax File Numbers

The Vendor and the Purchaser acknowledge that withholding tax may be deducted from any interest earned on the Deposit if either of them fails to notify the Vendor's Solicitors of their tax file number after the Day of Sale.

7.4 Loss of Deposit

Neither the Vendor nor the Vendor's Solicitors are liable to the Purchaser under any circumstances for the loss of the Deposit or any interest, including taxation of the interest due to the

negligence, default or insolvency of the bank or any other third party.

8. NOMINATION

8.1 The Purchaser may exercise the Purchaser's rights under General Condition 4, without the consent of the Vendor, if the Purchaser:

8.1.1 Is not in default under this contract;

8.1.2 Delivers to the Vendor a nomination form in the form reasonably required by the Vendor properly completed with the relevant details and executed by the Purchaser, the nominated purchaser and any Guarantor under any guarantee; and

8.1.3 Where the nominated purchaser is or includes a company which is not listed by Australian Stock Exchange Limited (ACN 008 624 691), delivers to the Vendor a guarantee in the form of the Guarantee (except for any changes necessary due to the nomination) executed by all directors of the nominated purchaser guaranteeing the obligations of the Purchaser and the nominated purchaser.

9. GUARANTEE

9.1 Production of Guarantee

If the Purchaser is or includes a company other than a company listed on the Australian Stock Exchange Limited (ACN 008 624 691) the Purchaser must on the Day of Sale produce to the Vendor's Solicitors a guarantee in the form of the Guarantee executed by a director of the Purchaser.

10. DEFAULT

10.1 Without limitation of the Vendor's rights if the Vendor gives a notice of default under this contract, then, to remedy the default the Purchaser must:

10.1.1 Pay all reasonable expenses incurred by the Vendor as a result of the default including:

- (a) Legal costs and disbursements, incurred in preparing and giving the notice and any relevant advice; and
- (b) All additional costs incurred including interest, discount on bills and borrowing expenses which exceed the interest paid to the Vendor under this contract.

10.1.2 Pay interest under this contract.

11. FOREIGN ACQUISITIONS

11.1 FIRB Warranty

The Purchaser warrants that the *Foreign Acquisitions and Takeovers Act 1975* does not apply to the Purchaser or to the Purchaser entering this contract.

11.2 FIRB Indemnity

If, despite Special Condition 11.1, the *Foreign Acquisitions and Takeovers Act 1975* applies to the Purchaser or the Purchaser entering this contract the Purchaser indemnifies the Vendor for any consequential loss, damage, penalty, fine or legal costs incurred by the Vendor.

12. CONDITION OF THE PROPERTY

12.1 The Purchaser:

12.1.1 Accepts the condition of the Property (including the presence of any Contaminant in, under or emanating from the Property or groundwater) ("**Condition of the Property**"); and

12.1.2 Acknowledges that the Vendor makes no representation or warranty as to the compliance of the Property with the Environmental Law.

12.2 The Purchaser may not make any requisition or objection claim compensation or refuse or delay payment of the Price, for the Condition of the Property.

12.3 The Purchaser releases the Vendor from any liability, claim, proceeding in respect of any cost, loss, damage or liability arising from or relating in any way to the condition of the Property and surrounding areas and their compliance with Environmental Law.

13. Contamination

13.1 The Purchaser acknowledges it is aware the Land is industrial land and, accordingly, may contain contamination.

13.2 The Purchaser acknowledges it has not relied upon any information provided by the Vendor in relation to contamination in entering into this Contract and has made its own independent enquiries as to the condition of the Land.

13.3 The Purchaser indemnifies and releases the Vendor and its officers, employees, agents and advisers to the fullest extent permitted by law from any claims by or liabilities to the Purchaser whatever, arising out of or in connection with:-

(a) the existence of contamination either on, in or emanating from the Property;

(b) in respect of any loss which the Purchaser may incur which arises from or in connection with

contamination on, in or emanating from the Property;

- (c) directly or indirectly, contamination being disturbed, released or leaching from the Property;
- (d) compliance or lack thereof with any and/or all laws and the requirements of any government agency in respect of any contamination after the Day of Sale including without limitation any loss or liability incurred by the Purchaser except insofar as it relates to contamination caused or contributed to by the Vendor.

13.4 The rights of indemnity under Special Condition 13.3 may be enforced before and without first incurring any expense or making any payment to any person.

13.5 The rights of indemnity under Special Condition 13.3 are continuing obligations on the Purchaser, separate and independent of any other obligation of the Purchaser, and will not merge on settlement of this Contract.

13.6 For the purposes of this Clause 13, 'contamination' includes any solid, liquid, fuel, gas, radiation or substance under or above ground which makes or may make the condition of the Land or groundwater beneath or part of the surrounding environment unsafe, unfit or harmful for habitation by persons or animals, makes it such that it does not satisfy the contamination criteria or standards published or adopted by the Environmental Protection Authority from time to time, or makes it unfit for any use permitted under the planning scheme as amended from time to time.

14. GST PROVISIONS

14.1 The Vendor and the Purchaser acknowledge and agree that the Vendor is registered for GST.

14.2 The Purchaser must pay to the Vendor at settlement, in addition to the purchase price specified, an amount equal to the GST payable by the Vendor in respect of the sale.

14.3 The GST margin scheme is not available.

14.4 The Purchaser agrees to pay to the Vendor the amount of GST (if any) payable by the Vendor in respect of the sale, upon delivery by the Vendor of a valid tax invoice.

15. Connection of Services

The Purchaser:

15.1 Agrees it shall be responsible for the payment of any statutory or utility fees in connecting services to the Property.

15.2 Shall not be entitled to avoid this Contract or claim any compensation or delay settlement as a result of any or all of the services being available but not connected to the land on the Settlement Date.

15.3 If the Vendor connects a service to the Property from the land and incurs a connection fee from the relevant supplier, the fee shall be paid in full by the Purchaser to the Vendor.

16. GENERAL PROVISIONS

16.1 Waiver and Variation

A provision of or a right created under this contract cannot be:

16.1.1 Waived except in writing signed by the party granting the waiver; or

16.1.2 Varied except in writing signed by or on behalf of the parties.

16.2 No Merger

Any provision of this contract capable of having effect after the Settlement Date does not merge on transfer of the Land and continue to have effect.

17. INTERPRETATION

17.1 Contra proferentum

A provision of this Contract must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of the contract or the inclusion of the provision in the Contract.

17.2 Time for Acts

17.2.1 Time is of the essence of this contract.

17.2.2 If the parties agree to vary a time requirement, the time requirement so varied is of the essence of this contract. An agreement to vary a time requirement must be in writing.

17.3 Parties

17.3.1 If a party consists of more than one person, this contract binds each of them separately and any two or more of them jointly.

17.3.2 An obligation, representation or warranty in favour of more than one person is for the benefit of them separately and jointly.

17.3.3 A party that is a trustee is bound both personally and in its capacity as a trustee.

18. Stamp Duty: Purchasers buying unequal interests

- 18.1 If there is more than one purchaser, it is the Purchaser's responsibility to ensure the contract correctly records at the date of sale the proportions in which they are buying the property (the proportions).
- 18.2 If the proportions recorded in the transfer differ from those recorded in the contract, it is the Purchaser's responsibility to pay any additional duty which may be assessed as a result of the variation.
- 18.3 The Purchasers fully indemnify the Vendor, the Vendor's agent and the Vendor's legal practitioner against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the transfer differing from those in the Contract.
- 18.4 This special condition will not merge on completion.

GUARANTEE

We/I,
of

(hereinafter called "the Guarantors") IN CONSIDERATION of the within named vendor selling to the within named purchaser at our request the land described in the within Contract for the price and upon the terms and conditions therein set forth DO HEREBY for ourselves and our respective executors and administrators JOINTLY AND SEVERALLY COVENANT with the said vendor that if at any time default shall be made in the payment of the deposit or residue of purchase money or interest or other moneys payable by the purchaser to the vendor under the within Contract or in the performance or observance of any term or condition of the within Contract to be performed or observed by the purchaser we will forthwith on demand by the vendor pay to the vendor the whole of such deposit residue of purchase money interest or other moneys which shall then be due and payable to the vendor and will keep the vendor indemnified against all loss of purchase money interest and other moneys payable under the within Contract and all losses costs charges and expenses whatsoever which the vendor may incur by reason of any default as aforesaid on the part of the purchaser . This Guarantee shall be a continuing Guarantee and shall not be released by any neglect or forbearance on the part of the vendor in enforcing payment of any of the moneys payable under the within Contract or the performance or observance of any of the agreements obligations or conditions under the within Contract or by time being given to the purchaser for any such payment performance or observance or by any other thing which under the law relating to sureties would but for this provision have the effect of releasing us our executors or administrators.

IN WITNESS WHEREOF the Guarantors have executed this Guarantee the
day of Two thousand and nine.

SIGNED SEALED AND DELIVERED by)
the said)
in the presence of:)

.....Witness

SIGNED SEALED AND DELIVERED by)
the said in the)
presence of:)

.....Witness

VENDOR: WP INVESTMENT MANAGEMENT PTY LTD
(ACN 123 057 107)
PROPERTY: Factory 2, 15 Nathan Drive, Campbellfield, 3061
(Certificate of Title Volume 11167 Folio 987)

**VENDOR'S STATEMENT TO THE PURCHASER OF REAL ESTATE
PURSUANT TO SECTION 32 OF THE SALE OF LAND ACT 1962 ("the Act")**

The information contained in this Statement is current as at the date of preparation of the Statement, being 18 November 2009. If any information needs to be amended or added, the Vendor must ensure that our office is notified and the document is updated accordingly.

FRENKEL PARTNERS
LAWYERS

LEVEL 18, 500 COLLINS STREET, MELBOURNE VIC 3000
DX 30869, STOCK EXCHANGE VIC
Telephone (03) 9622 0999 • Facsimile (03) 9622 0988
Email: lturner@frenkels.com.au
REF: LGT: MTF: WPIN-0912510

**VENDOR'S STATEMENT TO THE PURCHASER OF REAL ESTATE PURSUANT
TO SECTION 32 OF THE SALE OF LAND ACT 1962 ("the Act")**

VENDOR: WP INVESTMENT MANAGEMENT PTY LTD
(ACN 123 057 107)
PROPERTY: Factory 2, 15 Nathan Drive, Campbellfield, 3061
(Certificate of Title Volume 11167 Folio 987)

IMPORTANT NOTICES TO PURCHASERS

The use to which you propose to put the property may be prohibited by planning or building controls applying to the locality or may require the consent of the municipal council or other responsible authority. It is in your interest to undertake a proper investigation of permitted land use before you commit yourself to buy. You should check with the appropriate authorities as to the availability (and cost) of providing essential services not connected to the Property.

The property may be located in an area where commercial agricultural production activity may affect your enjoyment of the property. It is therefore in your interest to undertake an investigation of the possible amenity and other impacts from nearby properties and the agricultural practices and processes conducted there.

Details must be attached where necessary, if insufficient space is available.

1. **RESTRICTIONS** - Information concerning any easement, covenant or other similar restriction affecting the Property (registered or unregistered) -
 - 1.1 Description -
 - 1.1.1 As set out on the attached copy documents.
 - 1.1.2 Any sewers/drains/water pipes/electrical and telephonic services (if any) laid outside registered easements.
 - 1.2 Particulars of any existing failure to comply with their terms are as follows -
None to the knowledge of the Vendor.

2. **PLANNING AND ROAD ACCESS** -

NAME	See Certificate attached
RESPONSIBLE AUTHORITY	See Certificate attached
ZONING/RESERVATION	See Certificate attached

There is access to the property by the road.

3. **OUTGOINGS AND STATUTORY CHARGES** - Information concerning any rates, taxes charges or other similar outgoings (including any Owners Corporation charges) AND any interest payable on any part of them:-

They were no more than \$3,000.00 per annum for the whole of the parent property. Lots on Plan of Subdivision 620288R may not be separately rated.

Owners Corporation fees have been separately rated and do not exceed \$1,700.00 per annum.

Any amounts (including any proposed Owners Corporation levy) for which the Purchaser may be liable in consequence of the purchase of the Property are as follows:-

The apportionable outgoings not separately rated are to be adjusted between the Vendor and the Purchaser on a unit liability basis.

The usual adjustment of rates and charges will be made at settlement.

4. **SERVICES** - Information concerning the supply of the following services -

SERVICES	STATUS	NAME OF AUTHORITY
4.1 Electricity	Available / <i>connected</i>	Optional Supplier
4.2 Gas	Available	Optional Supplier
4.3 Water	Connected	Yarra Valley Water
4.4 Sewerage	Connected	Yarra Valley Water
4.5 Telephone	Available	Optional Supplier

The Vendor reserves the right to disconnect any or all of the above services prior to settlement, and in such case, the Purchaser will be responsible for the costs of reconnection including, where applicable, the costs of attaching the meter and lines to the premises.

5. **BUILDING APPROVALS** - Particulars of any building approval granted during the past seven years under the Building Act 1993 (required only where the Property includes a residence) -

See attached.

Particulars of any guarantee issued in the past seven years under the House Contracts Guarantee Act 1987 (required where the property includes a residence constructed by an owner-builder)-

No such guarantee has been issued to the knowledge of the Vendor.

Particulars of any required insurance effected on a building constructed in the past six years under the Building Act 1993 (required where the property includes a residence to which s.137B Building Act 1993 applies)-

No such insurance has been effected to the knowledge of the Vendor.

6. **NOTICES** - Particulars of any notice, declaration, report or recommendation of a public authority or government department or approved proposal affecting the

Property of which the Vendor might reasonably be expected to have knowledge, including any -

- 6.1 if there is a Owners Corporation, affecting it and its contingent, proposed or other liabilities, including those relating to repairs;
- 6.2 land use restriction notice issued under the Agricultural and Veterinary Chemicals (Control of Use) Act 1992 due to contamination;
- 6.3 notice pursuant to Section 6 of the Land Acquisitions Act and Compensation Act 1986;

Save and except for anything contained in the attached copy documents and apart from the usual rates notices, there are none to the knowledge of the Vendor, however the Vendor has no means of knowing of all decisions of public authorities and government departments affecting the property unless communicated to the Vendor and the Purchaser should make its own enquiries from the Municipal Council or any other public authority or government department considered appropriate by the Purchaser.

- 7. **OWNERS CORPORATION** – If the land is affected by an Owners Corporation within the meaning of the Owners Corporations Act 2006.
 - (a) a copy of the current Owners Corporation certificate issued in respect of the land under the Owners Corporation Act 2006; and
 - (b) a copy of the documents required to accompany the Owners Corporation certificate under section 151(4)(b) of the Owners Corporations Act 2006.

As per attached.

- 8. **SMOKE ALARMS** – The Purchaser is to note that all dwellings and or units are required to be fitted with self contained smoke alarms in accordance with Regulation 5.14 of the Building Regulations 1994.
- 9. **SWIMMING POOLS** – In the event a swimming pool is on the land herein described, the Purchaser may be required at his/her expense to comply with the provisions of the Building Act 1993 and the Building Regulations 1994 and in particular Regulation 5.13 requiring the provisions of barriers to restrict access by some children to the swimming pool:
 - 9.1 in the case of a contract other than a terms contract (as defined in section 2 of the Sale of Land Act 1962), on the date of completion of the Contract;
 - 9.2 in the case of a terms contract, on the date on which the Purchaser becomes entitled to possession or to the receipt of rents and profits under the contract.

10. **TITLE -**

Copy of Certificate of Title Volume **11167** Folio **987** is attached:

DATE OF STATEMENT: / /2009

Signature of the Vendor/s:

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

DATE OF ACKNOWLEDGMENT: / /2009

Signature of the Purchaser/s:

PLEASE NOTE that where the property is to be sold on terms pursuant to **Section 32(2)(f) of the Act 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 pursuant to Section 32(2) of the Act** - 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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No part may be reproduced by any process except in accordance with
the provisions of the Copyright Act and for the purposes of Section
32 of the Sale of Land Act 1962 or pursuant to a written agreement.
The information is only valid at the time and in the form obtained
from the LANDATA REGD TM System. The State of Victoria accepts no
responsibility for any subsequent release, publication or reproduction
of the information.

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

VOLUME 11167 FOLIO 987

Security no : 124031844702W
Produced 19/11/2009 09:59 am

LAND DESCRIPTION

Lot 2 on Plan of Subdivision 620288R.
PARENT TITLE Volume 10769 Folio 041
Created by instrument PS620288R 04/11/2009

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
WP INVESTMENT MANAGEMENT PTY LTD of 2/737 BURWOOD ROAD HAWTHORN VIC 3122
PS620288R 04/11/2009

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AF779236H 15/04/2008
WESTPAC BANKING CORPORATION

COVENANT AC145476Y 20/06/2003

COVENANT AC554909M 18/12/2003

COVENANT AC978659T 13/07/2004

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 PS620288R FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER	PLAN OF SUBDIVISION	STATUS	DATE
PS620288R	PLAN OF SUBDIVISION	Registered	04/11/2009

-----END OF REGISTER SEARCH STATEMENT-----

Additional information: (not part of the Register Search Statement)

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS620288R

DOCUMENT END

AC145476Y

20/06/2003 \$1320 45


TRANSFER OF LAND

Section 45 Transfer of Land Act 1958



Lodged by: Minger Ellison
Name: Arnold Bloch Leibler
Phone: 9229 9999 86082690
Address: 625 333 Collins Street Melbourne
Ref: MQ4277659 PMN: 30-32A5704
Customer Code: (0500E) 781-Q Coy. Jew

MADE AVAILABLE/CHANGE CONTROL
Land Titles Office Use Only

The transferor at the direction of the directing party (if any) transfers to the transferee the estate and interest specified in the land described for the consideration expressed -

- together with any easements created by this transfer
- subject to the encumbrances affecting the land including any created by dealings lodged for registration before the lodging of this transfer; and
- subject to any easements reserved by this transfer or restrictive covenant contained or covenant created pursuant to statute and included in this transfer.

Land: (volume and folio reference)

Volume 10649 Folio 021, Volume 10695 Folio 194 and Volume 10695 Folio 053

Estate and Interest (e.g. "all my estate in fee simple")

all its estate in fee simple

Consideration:

TWO MILLION THREE HUNDRED AND SIXTY FIVE THOUSAND FOUR HUNDRED AND SIXTY FIVE DOLLARS AND SIXTY NINE CENTS (\$2,365,465.69)

Transferor: (full name)

FORD MOTOR COMPANY OF AUSTRALIA LIMITED (ACN 004 116 223)

Transferee: (full name and address including postcode)

HUME BUSINESS PARK PTY LTD (ACN 093 244 323) of Level 1, 54 St Kilda Road, St Kilda 3182

Directing Party: (full name)

Creation and/or reservation of easement and/or covenant

Dated 4/6/03



Continued on T2 Page 2

Approval No 462021A

ORDER TO REGISTER 10695

STAMP DUTY USE ONLY

T2

Please register and issue title to 053

MINGER ELLISON

Gardner Lawyers
Agda...

Signed 027.c Cust. Code

Original Transfer of Land
Stamped with: \$143,111.00
Trn: 1550984 20-JUN-2003
SRD Victoria Duty, MBJO



THE BACK OF THIS FORM MUST NOT BE USED

7/8/03

With the intent that the benefit of each covenant shall be attached to and run at law and in equity with Certificate of Title Volume 10626 Folio 788 and every Lot on Plan of Subdivision PS446490R other than the Land hereby transferred and that the burden of this covenant shall be attached to and run at law and in equity with the Land hereby transferred and every part thereof the said Hume Business Park Pty Ltd (ACN 093 244 323) HEREBY for itself and its transferees executors administrators and assigns as a separate covenant COVENANTS with the Transferor and other registered proprietors for the time being of Certificate of Title Volume 10626 Folio 788 and each Lot on Plan of Subdivision PS 446490R and every part thereof other than the Land hereby transferred that the said Hume Business Park Pty Ltd (ACN 093 244 323) and its respective heirs executors administrators and transferees shall not use the land for the purpose of a panel beater, wrecker, junkyard, brothel, sex shop or tannery AND IT IS REQUESTED that each covenant be set out as an encumbrance on the Certificate of Title to be issued pursuant to this Transfer.

Dated: = 4/6/03

Execution and attestation

THE COMMON SEAL of FORD MOTOR)
COMPANY OF AUSTRALIA LIMITED)
(A.C.N. 004 116 223) was hereto affixed in)
accordance with its Constitution in the presence of:)



[Signature]

ANTHONY PHILIP SIMPSON
1735 STONEY RD
CAMPELLFIELD VIC 3061

Director
Name of Director (Print)

Usual Address

[Signature]

JENNIFER LINDEN
1735 STONEY RD
CAMPELLFIELD VIC 3061

Secretary
Name of Secretary (Print)

Usual Address



Approval No 462021A

T2 Page 2



THE BACK OF THIS FORM MUST NOT BE USEI

AC145476Y

20/06/2003 \$1320 45



THE COMMON SEAL of HUME BUSINESS)
PARK PTY LTD)
(A.C.N. 093 244 323) was hereto affixed in)
accordance with its Constitution in the presence of:)



[Signature]

Director

Andrew Raymond Buxton
Level 1, 54 St Kilda Road,
St Kilda, Vic, 3182

Name of Director (Print)

Usual Address

[Signature]

Secretary

Name of Secretary (Print)

Christopher Cowan
Level 1, 54 St Kilda Road,
St Kilda, Vic, 3182

Usual Address



Approval No 462021A

T2 Page 3



THE BACK OF THIS FORM MUST NOT BE USED

AC145476Y

20/06/2003 \$1320 45



Application to record covenant

Section 88(1) Transfer of Land Act 1958

Form 40



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registe
Victoria.

AC554909M

19/12/2003 \$118 88E

Lodged by:

Name: **MIDDLETONS** *1st Deed of Covenant*
Phone: (613) 9205 2000
Address: Level 29, 200 Queen Street, Melbourne
Ref: JN1:1737240
Customer Code: 1255H

The applicant applies for the recording in the Register of the covenant in relation to the burdened land.

Burdened land: *(full land description, including volume and folio reference)*

Lots 8 and 9 on Plan of Subdivision PS509064M being the land more particularly described in Certificates of Title Volume 10769 and Folios 041 and 042

Applicant: *(full name)*

Sheralex Nominees Pty Ltd (ACN 004 627 383) of Suite 15, "Alma", 663 Victoria Street, Abbotsford

Benefited land: *(full land description, including volume and folio reference)*

Volume 10754 Folios 792, 795, 824 and 829

Covenant: *(describe the instrument creating covenant)*

Deed of Covenant dated 18 December 2003 between Sheralex Nominees Pty Ltd (ACN 004 627 383) and Hume Business Park Pty Ltd (ACN 093 244 323)

Date:

18 December 2003

Signed:

John Norman Isaac
.....
John Norman Isaac
MIDDLETONS
Current Practitioner under the *Legal Practice Act 1996*
for the Applicant

[Handwritten mark]

18 DEC 2003

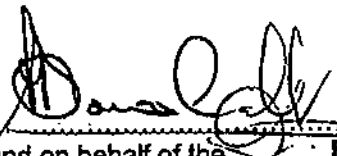


DAC554909M-1-2

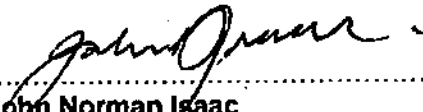
CONSENT OF MORTGAGEE

The **NATIONAL AUSTRALIA BANK LIMITED** as Mortgagee of Mortgage No. AC410455G secured over Certificates of Title Volume 10769 Folios 034-067 (inclusive) hereby consents to the within Application to Record Covenant.

Dated the 15th day of December 2003


.....
For and on behalf of the **E.G. BOWSHALL**
National Australia Bank Limited **SENIOR MANAGER**
BUSINESS BANKING BNZA

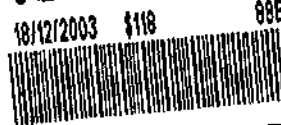
Please register this Application to Record Covenant and Issue the titles to the lodging party.


.....
John Norman Isaac
MIDDLETONS
Current Practitioners under the *Legal Practice Act 1996*
acting for the Applicant

~~AC547775W~~
16/12/2003 \$118 89E
AC554909M
18/12/2003 \$118 89E


DAC554909M-2-1

AC554909M



DEED OF COVENANT

THIS DEED is made the
and three

16th day of *December*

Two thousand

BETWEEN:

SHERALEX NOMINEES PROPRIETARY LIMITED (ACN 004 627 383) of Suite 15,
"Alma" 663 Victoria Street Abbotsford 3067 ("the First Owner")

and

HUME BUSINESS PARK PROPRIETARY LIMITED (ACN 093 244 323) of
Level 1, 54 St Kilda Road St Kilda the "Second Owner")

WHEREAS:

- A. The First Owner is registered or entitled to be registered as the proprietor of the land more particularly described in Certificate of Title Volume 10769 Folios 041 and 042 (the Servient Land").
- B. The Second Owner is registered as the proprietor of the land more particularly described in Certificates of Title Volume 10754 Folios 792, 795, 824 and 829 ("the Dominant Land")
- C. The First Owner has agreed to covenant with the Second Owner to create over the Servient Land the restrictions as to user which are specified in the Schedule to this Deed ("the Restrictions")

NOW THIS DEED WITNESSES:

1 It is agreed that:

- (a) the land to which the benefit of the Restrictions is appurtenant is the whole or any part of the Dominant Land;
- (b) the land which is subject to the burden of the Restrictions is the whole or any part of the Servient land;
- (c) the registered proprietor or proprietors for the time being of the Dominant Land have the right to release vary or modify the Restrictions;



DRC554909M-3-9

- (d) the expressions "First Owner" and "Second Owner" include their respective legal personal representatives successors assigns and transferees;
- (e) when at any time two or more persons or corporations own an interest in the Servient Land their liability under this Deed shall be joint and several;
- (f) this covenant shall appear on the Certificate of Title to the Servient Land and run with the land.

2 A person or corporation shall not be liable for any breach of the restrictions imposed by this Deed which shall be committed after having parted with his or its entire interest in the Servient Land or in that part of the Servient Land in respect of which the breach shall have been committed.

3 The First Owner covenants:

- (a) that it has the power to create the Restrictions;
- (b) that it and the parties consenting to the creation of the Restrictions and their respective legal personal representatives successors assigns and transferees will from time to time and at all times after the date of this Deed on the request and at the cost of the owner for the time being of the Dominant Land execute all such instruments and consents for further or more perfectly creating the Restrictions which such owner shall reasonably require;
- (c) that it hereby creates over the Servient Land the covenant specified in the Schedule hereto.

SCHEDULE



DAC554909M-4-7

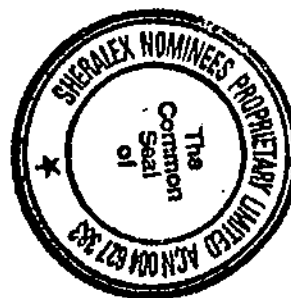
Not without the prior written consent of the Second Owner construct on the south-eastern boundaries of the Servient Land (identified as boundaries marked A on the plan annexed) apart from windows any building or buildings other than of full height precast walls finished with a textured coating.



DAC554909M-5-5

EXECUTED AS A DEED

THE COMMON SEAL of SHERALEX
NOMINEES PROPRIETARY LIMITED
(ACN 004 627 383) was hereto affixed in
accordance with its Constitution in the
presence of:



[Signature]

Director

Neil A Brown
15/663 Victoria St., Abbotsford 3067

Name and address of Director (Print)

[Signature]
Hasmukh Lal

Secretary

15/663 Victoria St., Abbotsford 3067

Name and address of Secretary (Print)





DAC554909M-6-3

THE COMMON SEAL of HUME)
BUSINESS PARK PROPRIETARY)
LIMITED (ACN 093 244 323) was hereto)
affixed in accordance with its Constitution)
in the presence of:



xARB.

Andrew Raymond Suxton
Level 1, 54 St Kilda Road,
St Kilda, Vic, 3182

Director

Name and address of Director (Print)

Christopher Cowan
Level 1, 54 St Kilda Road,
St Kilda, Vic, 3182

Secretary

Name and address of Secretary (Print)

AC5A7775W

161212003-12006-000



TRANSFER OF LAND

Section 45 Transfer of Land Act 1958

AC978659T
 13/07/2004 \$592 45




Lodged by:
 Name:
 Phone:
 Address:
 Ref.:
 Customer Code: **NATIONAL AUSTRALIA BANK LIMITED 9E**

MADE AVAILABLE/CHANGE CONTROL
 Land Titles Office Use Only

The transferor at the direction of the directing party (if any) transfers to the transferee the estate and interest specified in the land described for the consideration expressed—
 —together with any easements created by this transfer;
 —subject to the encumbrances affecting the land including any created by dealings lodged for registration before the lodging of this transfer; and
 —subject to any easements reserved by this transfer or restrictive covenant contained or covenant created pursuant to statute and included in this transfer.

Land: *(volume and folio reference)*
Certificate of Title Volume 10769 Folio 041

Estate and Interest: *(e.g. "all my estate in fee simple")*
all it's estate and interest in fee simple


DAC978659T-1-1

Consideration:
\$200,000-00

Transferor: *(full name)*
SHERALEX NOMINEE PTY LTD A.C.N.004 627 383

Transferee: *(full name and address including postcode)*
FAÇADE CLADDING SYSTEMS (VIC) PTY LTD A.C.N. 097 981 005 and JOHN PATER of 104 Cooper Street, Essendon, 3040, as Joint Proprietors

Directing Party: *(full name)*

Creation and/or Reservation and/or Covenant: *see memo pages 2, 3 and 4 on 13-7-04*
COVENANT

AND the said Transferee for himself his heirs, executors, administrators and assigns, the registered proprietor or proprietors for the time being of the land hereby transferred and of every part thereof (hereinafter referred to as "The Transferee") DOES HEREBY and as a separate covenants COVENANT with the said Sheralex Nominees Pty Ltd (A.C.N. 004 627 383) or other the registered proprietor or proprietors for the time being of all the land on Plan of Subdivision No 509064M and each and every part thereof other than the Lot hereby transferred (hereinafter called "The Transferor") as follows:-

Continued on T2 Page 2

Approval No. 18170111L **ORDER TO REGISTER**
 Please register and issue title to



Signed _____ Cust. Code: _____

STAMP DUTY USE ONLY	
This stamp is	ABN 12 004 044 937 AP 161
SRO	Victorian Duty \$..... 8860
Property	Consideration / Advance \$..... 220,000
NOT TO BE COPIED	Victorian Assets % 10.0 Section.....
	Original / Counterpart / Collateral / Upgrade
	Transaction No: 41007-2004
	Endorsing Date: 23/6/04
	Signature: _____ No 12

ANNEXURE PAGE

Transfer of Land Act 1958

Approved Form A1
Victorian Land Titles Office

This is page 2 of *Approved Form T2* dated 15/6/2004 between
SHERALEX NOMINEES PROPRIETARY LIMITED A.C.N. 004 627 383 AND FACADE
CLADDING SYSTEMS (VIC) PTY LTD A.C.N. 097 981 005 AND JOHN PATER

Signatures of the parties

[Handwritten signatures: GP, CB, [unclear], AP]

Panel Heading

1. Not to use or permit or suffer to be used the set-back area from streets, on the land hereby transferred or any part thereof, as required by the Planning and Environment Act or any permits issued or schemes made thereunder except as paved walks, paved driveways, paved car parks, lawns and landscaping and not to allow dust on any part of the land hereby transferred which is not covered by paving, buildings, lawn or landscaping.
2. Not to erect or cause to be erected on the land hereby transferred or any part thereof any building other than a building of which the whole of the walls (save for provision for windows, doors, fascias and gables) are constructed of brick, masonry, finished concrete or glass.
3. Not to store or suffer or permit goods materials or any other commodities to be stored on the land hereby transferred unless the storage areas is screened from view by a masonry wall (or other screening approved by the said Sheralex Nominees Pty Ltd in writing prior to 1 January 2006) two (2) metres in height or rising fifty (50) centimetres above the stored goods, whichever is the higher, provided no such wall (or screen) shall exceed three point five (3.5) metres in height.
4. Not to use or allow the land hereby transferred to be used for :
 - 4.1 The manufacture of:
 - Chemical fertilizers, synthetic resins, or synthetic rubber,
 - Ammunition, explosives or fireworks,
 - Petroleum or coal products,
 - Cement, concrete or stone products,
 - Iron, steel or non-ferrous metal products,
 - Structural steel,
 - Railway locomotives or rolling stock.
 - 4.2 The tanning or finishing of leather.
 - 4.3 Log or timber saw milling.



Approval No. 325955A

A1



1. If there is insufficient space to accommodate the required information in a panel of the *Approved Form* insert the words "See Annexure Page 2" (or as the case may be) and enter all the information on the Annexure Page under the appropriate panel heading. **THE BACK OF TO BE USED.**
2. If multiple copies of a mortgage are lodged, original Annexure Pages 1
3. The Annexure Pages must be properly identified and signed by the pa is annexed.
4. All pages must be attached together by being stapled in the top left c

AC978659T



ANNEXURE PAGE

Transfer of Land Act 1958



DC978659T-3-8

Approved Form A1
Victorian Land Titles Office

This is page 3 of Approved Form T2 dated 15/6/2004 between
SHERALEX NOMINEES PROPRIETARY LIMITED A.C.N. 004 627 383 AND FAÇADE
CLADDING SYSTEMS (VIC) PTY LTD A.C.N. 097 981 005 AND JOHN PATER

Signatures of the parties

[Handwritten signatures and initials over a horizontal line]

Panel Heading

- 4.4 The collection or storage or sale of scrap metals, second-hand timber or building materials, containers, waste paper, rags, bottles or other materials (unless those materials are the by-product of other processes carried on upon the land and the production thereof is not a major part of the Transferee's business).
- 4.5 The collection, dismantling, storage or salvaging of motor vehicles or any part thereof.
- 4.6 Any business or industry which by reason of the process involved or the method of manufacture of the nature of the materials or goods used or products stored is likely to cause or causes effluvia fumes or vapours or gases or discharge dust of foul liquid or blood or other impurities or matter liable to become foul so as to be injurious revolting or disgusting to persons upon neighbouring land and other occupations.
- 4.7 The collection, dismantling, storage or salvaging of machinery (other than motor vehicles) or any part thereof where the same is carried out other than within the interior of any building erected upon the land.
- 4.8 Motor vehicle panel beating, motor vehicle detailing or similar usage.

AND this covenant shall be noted on the Certificate of Title to issue in respect of the Lot hereby transferred.

DATED 15th June 2004

THE COMMON SEAL of SHERALEX NOMINEES PROPRIETARY LIMITED A.C.N. 004 627 383 was hereto affixed in accordance with its Constitution in the presence of:



[Signature of Cherie Brand]
Director

Name & Address of Director Cherie Brand
10/603 Victoria St., Abbotsford 3067

[Signature of Hasmukh Lal]
Secretary
Name & Address of Secretary Hasmukh Lal
10/603 Victoria St., Abbotsford 3067

Approval No. 325955A

A1



1. If there is insufficient space to accommodate the required information in a panel of the Approved Form insert the words "See Annexure Page 2" (or as the case may be) in Annexure Page under the appropriate panel heading. **THE BACK OF TO BE USED.**
2. If multiple copies of a mortgage are lodged, original Annexure Pages must
3. The Annexure Pages must be properly identified and signed by the part is annexed.
4. All pages must be attached together by being stapled in the top left corner.

AC978659T

13/07/2004 \$592 45



ANNEXURE PAGE

Transfer of Land Act 1958

Approved Form A1
Victorian Land Titles Office

This is page 4 of Approved Form T2 dated 15/6/2004 between
SHERALEX NOMINEES PROPRIETARY LIMITED A.C.N. 004 627 383 AND FAÇADE
CLADDING SYSTEMS (VIC) PTY LTD A.C.N. 097 981 005 AND JOHN PATER

Signatures of the parties

[Handwritten signatures and initials]

Panel Heading

THE COMMON SEAL of FAÇADE CLADDING SYSTEMS (VIC) PTY. LTD. A.C.N. 097 981 005 was affixed in THE accordance with its Articles of Association in presence of: ITS AUTHORIZED OFFICER:



Sole and Sole Company Secretary

Director *[Signature]*
Full Name Dino Daniels
Address Residential Unit
111 Park 3082

Signed by the Transferee in the presence of:

[Signature]
J. Pater

Witness *[Signature]*



Approval No. 325955A

A1



1. If there is insufficient space to accommodate the required information in a panel of the *Approved Form* insert the words "See Annexure Page 2" (or as the case may be) and enter all the information on the Annexure Page under the appropriate panel heading. **THE BACK OF THE PAGE IS TO BE USED.**
2. If multiple copies of a mortgage are lodged, original Annexure Pages must be attached to the mortgage.
3. The Annexure Pages must be properly identified and signed by the parties.
4. All pages must be attached together by being stapled in the top left corner.

AC978659T
13/07/2004 1582 45

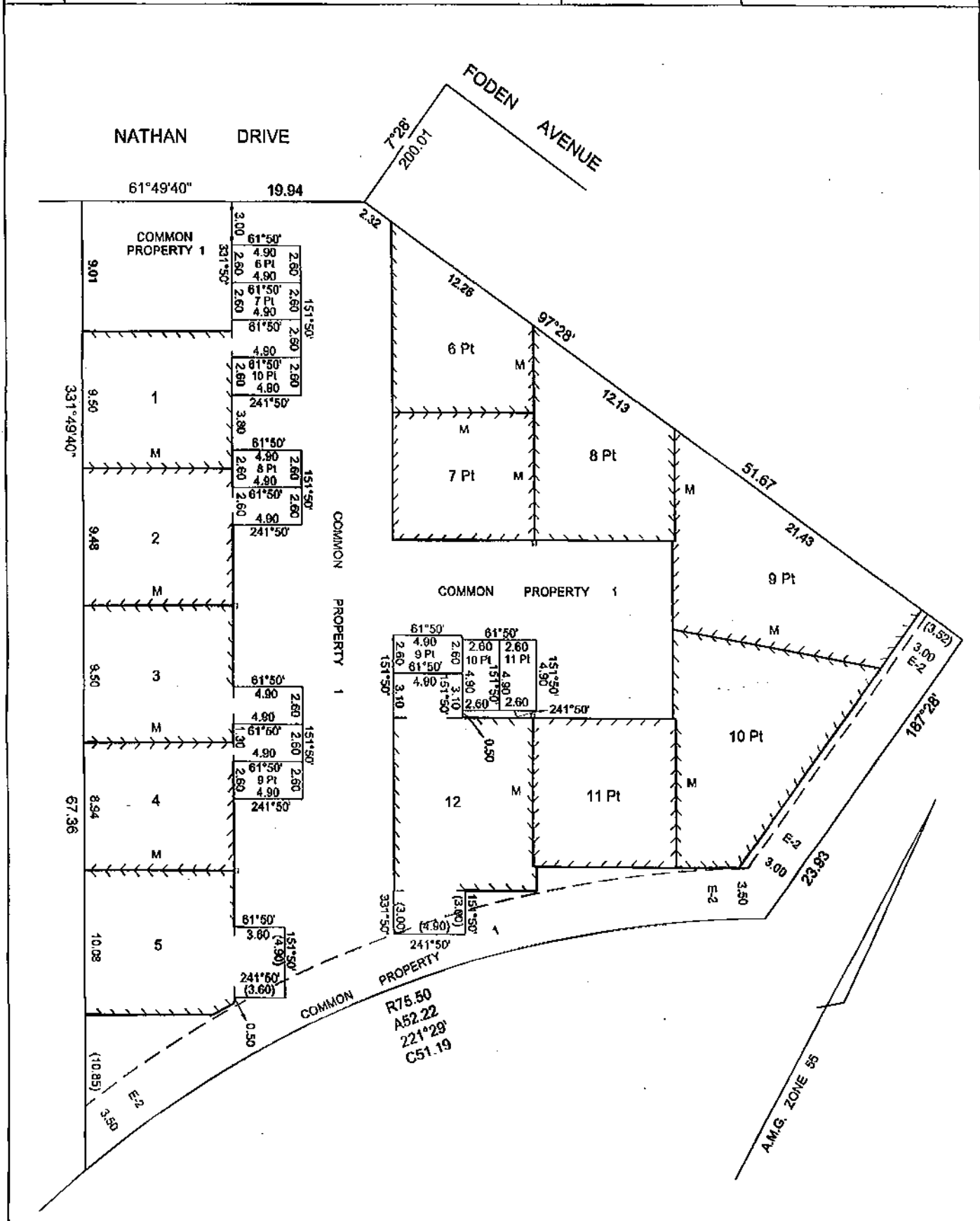
PLAN OF SUBDIVISION		Stage No.	LR Use Only EDITION 1	Plan Number: PS620288R
LOCATION OF LAND Parish: Yuroke Township: - Section: 5 Crown Allotment: H and I (Part) Crown Portion: - Title References: Vol. 10769 Fol. 041 Last Plan Ref.: Lot 8 on PS 509064M Postal Address: 15 Nathan Drive Campbellfield, 3061 MGA Co-ordinates: E 318 431 Zone 55 (of approx. centre of land in plan) N 5 831 014		COUNCIL CERTIFICATION & ENDORSEMENT COUNCIL NAME: Hume City Council REF: S.005343 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 18 of the Subdivision Act 1988 has not been made. (ii) The requirement has been satisfied. (iii) The requirement is to be satisfied in Stage Council delegate <i>[Signature]</i> Council Seal Date: 4.12.2009 Re-certified under section 11(7) of the Subdivision Act 1988 Council Delegate Council Seal Date:		
VESTING OF ROADS OR RESERVES				
Identifier	Council / Body / Person			
Nil	Nil			
NOTATIONS				
STAGING:		This is not a staged subdivision Planning Permit No. -		
DEPTH LIMITATION:		Does not apply		
LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS - SEE OWNERS CORPORATION SEARCH REPORT FOR DETAILS Boundaries shown by thick continuous lines are defined by buildings. Location of boundaries defined by buildings - Median:- Boundaries shown M Exterior Face :- All other boundaries Common Property 1 is all the land in the plan except Lots 1 to 12 (both inclusive). The hatching within each parcel indicates that the structure of the relevant wall, floor or ceiling is contained in that parcel. Survey This plan is based on survey This survey has been connected to permanent marks no(s) In Proclaimed Survey Area No.				
EASEMENT INFORMATION				
LEGEND:		A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)		
Section 12(2) of the Subdivision Act 1988 Applies to the land herein				
Easement Reference	Purpose	Width (metres)	Origin	Land Benefited/in favour Of
E-2	Drainage	See diag.	PS 509064M	Lots on PS 509064M and Hume City Council
E-2	Sewerage	See diag.	PS 509064M	Lots on PS 509064M and Yarra Valley Water Limited
				LR use only Statement of compliance/ Exemption Statement Received <input checked="" type="checkbox"/> Date: 22/10/2009
				LR use only Plan Registered Time 3.58pm Date 4/11/2009 A. Manzella Assistant Registrar of Titles
Di MASE BERRY & Co Pty Ltd 142A Sydney Road, Brunswick 3056 Tel 9387 7577		Licensed Surveyor (print): <i>Gordon Berry</i> Signature: <i>[Signature]</i> Date: 24, 12, 08 Surveyors Ref: 11212 Version: 2		SHEET 1 OF 2 SHEETS Council Delegate Signature <i>[Signature]</i> Date: 4, 12, 2009 Original Sheet Size A3

PLAN OF SUBDIVISION

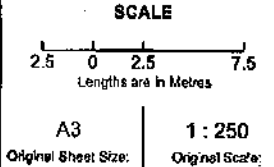
Stage No.

Plan Number

PS 620288R



Di MASE BERRY & Co Pty Ltd
 142a Sydney Road, BRUNSWICK 3056
 Tel 9387 7577 Fax 9387 8813



Licensed Surveyor: *Gerrard Berry*
 Print
 Signature: *[Signature]* 24/11/08
 Surveyors Ref: 11212 Version: 2

Sheet 2
 Copied Delegate Signature: *[Signature]*
 Date: 4, 2, 2009



Department of Sustainability and Environment

Owners Corporation Search Report

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Produced: 19/11/2009 10:01:18 AM

**OWNERS CORPORATION 1
PLAN NO. PS620288R**

The land in PS620288R is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 1, Lots 1 - 12.

Limitations on Owners Corporation:

Unlimited

Postal Address for Service of Notices:

8 INTERNATIONAL SQUARE TULLAMARINE VIC 3043
OC005900K 04/11/2009

Rules:

Model Rules apply unless a matter is provided for in Owners Corporation Rules. See Section 139(3)
Owners Corporation Act 2006

Owners Corporation Rules:

NIL

Additional Owners Corporation Information:

OC005900K 04/11/2009

Notations:

NIL

Entitlement and Liability:

NOTE - Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 1	91	91
Lot 2	92	92
Lot 3	92	92
Lot 4	92	92
Lot 5	92	92
Lot 6	89	89
Lot 7	82	82
Lot 8	100	100
Lot 9	134	134
Lot 10	131	131
Lot 11	98	98
Lot 12	107	107
Total	1,200	1,200

From 31 December 2007 every Body Corporate is deemed to be an Owners Corporation. Any reference to a Body Corporate in any Plan, Instrument or Folio is to be read as a reference to an Owners Corporation.

Statement End.

Owners Corporation Number: PS620288R , 15 Nathan Drive, Campbellfield VIC 3061

This certificate is issued for Lot 2 on Plan of Subdivision No PS620288R

Postal address is Suite 215/737 Burwood Road Hawthorn Victoria 3122 Australia

Applicant for the certificate is

- The present fees for the Lot are \$187.45 period 9/11/09 to 31/12/09 in advance.
- The date up to which the fees for the lot have been paid is 08 Nov 2009.

3. Unpaid fees;

Administrative Fund

Amount owing	\$187.45
Interest owing	\$0.00
Total amount owing	\$187.45

Maintenance Fund

Amount owing	\$0.00
Interest owing	\$0.00
Total amount owing	\$0.00

4. The following special fees or levies have been struck and are due and payable on the dates indicated below;

Date due	Details	Determined	Amount due	Amount paid	Interest accrued*	Interest paid
09/11/2009	Insurance admin levy	07/11/2009	843.35	NIL	NIL	NIL
	*Interest to 10/11/2009		843.35	NIL	NIL	NIL

5. The Owners Corporation has performed or is about to perform the following repairs, work or act which may incur an additional charge so that set out above; NIL

6. The Owners Corporation presently has the following insurance cover;

Policy No.	PS620288R	CHU Underwriting
Type:	Strata Commercial	Broker:
Premium:	\$0.00	Paid on: 01/01/1900
		Next due 09/12/2009
<i>Cover</i>		<i>Sum insured</i>
Building		\$2,000,000.00
Loss of Rent		\$300,000.00
Common Area Contents		\$20,000.00
Legal Liability		\$10,000,000.00
Personal Accident		\$100,000/1000
Fidelity Guarantee		\$100,000.00
Government Audit Costs		\$25,000.00
Appeal Expenses		\$100,000.00
Legal Defense Expenses		\$50,000.00
Lot owners fixtures & improvements (per lot)		\$250,000.00
		<i>Excess</i>
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00

7. The Owners Corporation has not resolved that members arrange their own insurance under section 63 of the Act.

8. The total funds held by the Owners Corporation as set out in the attached Statement of Financial Position.
9. The Owners Corporation has not submitted additional rules to the Registrar of Titles;
10. The Owners Corporation has no contingent liabilities not otherwise shown or budgeted for in items 1, 4 and 5;
11. The Owners Corporation has entered into the following leases, licences, contracts or special privileges affecting the common property;
- Strata Plan Pty Ltd for Owners Corporation Management Services dated 07/11/2009
12. The Owners Corporation has not made agreements to provide services to members and occupants for a fee;
13. The Owners Corporation is not aware of any notices or orders served on it, in the last 12 months that have not been satisfied.
14. The Owners Corporation is not a party to proceedings or aware of circumstances which may give rise to proceedings;
15. No proposal has been made for the appointment of an administrator;
16. The Owners Corporation has resolved to appoint a manager. The manager is Strata Plan Pty Ltd 8 International Square Tullamarine VIC 3043 Telephone: 1300 2 STRATA .

*Note: As of this day 10 November 2009, information may be subject to change without notice.



Strata Plan Pty Ltd

Notice of Minutes of the First Meeting of Owners Corporation for Owners Corporation Plan No PS620288R

The First General Meeting of Owners Corporation Plan No PS620288R was held at
15 Nathan Dr, Campbellfield on the 7/11/2009 at 10.00AM

Election of Chair

It was resolved that Ray Werden be elected as Chair of the meeting.

Attendance & Apologies

Apologies received - NIL

Attendance - (Sole Owner) WP Investment Management Pty Ltd ATF The WP Investment Trust No
2, Ray Werden and Simon Chamaa of Strata Plan

With an attendance of 100% based on Lot Entitlements, a Quorum was Achieved.

It was resolved that all attendees were entitled to vote.

Appointment of Chairperson & Committee

It was resolved that Ray Werden be elected as Chairperson of the Owners Corporation.

It was resolved that a committee could not be elected, due to insufficient individual owners.

Appointment of Manager

It was resolved Strata Plan Pty Ltd be appointed as manager, with duties described in the Contract
of Appointment - Owners Corporation Manager. It was resolved the manager be delegated all
powers of the Owners Corporation until a Committee has been elected or the next General
Meeting, whichever is first.

Common Seal

It was resolved the Common Seal be held by Strata Plan Pty Ltd.

It was resolved to affix the common seal to; Contract of Appointment - Owners Corporation
Manager

Business

It was resolved that the Owners Corporations annual budget be set at \$17,485.00, effective
1/1/2010

It was resolved the fees be payable quarterly in advance due by 1st July, 1st Oct, 1st Jan, 1st April

It was resolved to raise an adjusted levy based on the annual budget for the period 9/11/2009 to
31/12/2009, of \$2445.00 and payable immediately.

It was resolved to raise a levy \$11000.00, to cover Insurance & admin costs.

It was resolved the Owners Corporations Financial Year begin on 1st July & end on 30th June in any
year.

It was resolved the Owners Corporation accept the insurance policy from CHU.

The Owners Corporation acknowledged it has received the PDS & FSG for the above mentioned
policy.

It was resolved the appointment or removal of a manager may only be decided at a general
meeting of the Owners Corporation.

It was resolved to delegate powers to the manager to raise special levies.

It was resolved the Owners Corporation charge interest on late fees.

It was resolved the Owners Corporation not submit Additional Rules to the Land Registrar.

It was resolved the Owners Corporation not provide a Service to Members.

It was resolved the Owners Corporation not grant any Lease(s) and/or License(s)

It was resolved the Manager prepare Owners Corporations certificates for all lots.

-END OF MEETING-

For & On Behalf of
Owners Corporation PS620288R
Simon Chamaa

Owners Corporation Statement of Advice and Information for Prospective Purchasers and Lot Owners

Schedule 3, Regulation 12, Owners Corporations Regulations 2007 OC 10 (12/07)

What is an Owners Corporation?

The lot you are considering buying is part of an Owners Corporation. Whenever a plan of subdivision creates common property, an Owners Corporation is responsible for managing the common property. A purchaser of a lot that is part of an Owners Corporation automatically becomes a member of the Owners Corporation when the transfer of that lot to the purchaser has been registered with Land Victoria.

If you buy into an Owners Corporation, you will be purchasing not only the individual property, but also ownership of, and the right to use, the common property as set out in the plan of subdivision. This common property may include driveways, stairs, paths, passages, lifts, lobbies, common garden areas and other facilities set up for use by owners and Occupiers. In order to identify the boundary between the individual lot you are purchasing (for which the owner is solely responsible) and the common property (for which all members of the Owners Corporation are responsible), you should closely inspect the plan of subdivision.

How are decisions made by an Owners Corporation?

As an owner, you will be required to make financial contributions to the Owners Corporation, in particular for the repair, maintenance and management of the common property. Decisions as to the management of this common property will be the subject of collective decision making. Decisions as to these financial contributions, which may involve significant expenditure, will be decided by a vote.

Owners Corporation rules

The Owners Corporation rules may deal with matters such as car parking, noise, pets, the appearance or use of lots, behaviour of owners, Occupiers or guests and grievance procedures.

You should look at the Owners Corporation rules to consider any restrictions imposed by the rules.

Lot entitlement and lot liability

The plan of subdivision will also show your lot entitlement and lot liability. Lot liability represents the share of Owners Corporation expenses that each Lot Owner is required to pay.

Lot entitlement is an owner's share of ownership of the common property, which determines voting rights. You should make sure that the allocation of lot liability and entitlement for the lot you are considering buying seems fair and reasonable.

Further information

If you are interested in finding out more about living in an Owners Corporation, you can contact Consumer Affairs Victoria. If you require further information about the particular Owners Corporation you are buying into you can inspect that Owners Corporation's information register.

Management of an Owners Corporation

An Owners Corporation may be self-managed by the Lot Owners or professionally managed by an Owners Corporation Manager. If an Owners Corporation chooses to appoint a professional manager, it must be a Manager registered with the Business Licensing Authority (BLA).

If you are uncertain about any aspect of the Owners Corporation or the documents you have received from the Owners Corporation, you should seek expert advice.

MODEL RULES FOR AN OWNERS CORPORATION

1 Health, safety and security

1.1 Health, safety and security of lot owners, occupiers of lots and others

A lot owner or occupier must not use the lot, or permit it to be used, so as to cause a hazard to the health, safety and security of an owner, occupier, or user of another lot.

1.2 Storage of flammable liquids and other dangerous substances and materials

(1) Except with the approval in writing of the owners corporation, an owner or occupier of a lot must not use or store on the lot or on the common property any flammable chemical, liquid or gas or other flammable material.

(2) This rule does not apply to—

(a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or

(b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

1.3 Waste disposal

An owner or occupier must ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of the occupiers or users of other lots.

2 Management and administration

2.1 Metering of services and apportionment of costs of services

(1) The owners corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.

(2) If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.

(3) Subrule (2) does not apply if the concession or rebate—

(a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or

(b) is paid directly to the lot owner or occupier as a refund.

3 Use of common property

3.1 Use of common property

(1) An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.

(2) An owner or occupier of a lot must not, without the written approval of the owners corporation, use for his or her own purposes as a garden any portion of the common property.

(3) An approval under subrule (2) may state a period for which the approval is granted.

(4) If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.

(5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.

(6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.

3.2 Vehicles and parking on common property

An owner or occupier of a lot must not, unless in the case of an emergency, park or leave a motor vehicle or other vehicle or permit a motor vehicle or other vehicle—

(a) to be parked or left in parking spaces situated on common property and allocated for other lots; or

(b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or

(c) in any place other than a parking area situated on common property specified for that purpose by the owners corporation.

3.3 Damage to common property

(1) An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.

(2) An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.

(3) An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.

(4) An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.

(5) The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

4 Lots

4.1 Change of use of lots

An owner or occupier of a lot must give written notification to the owners corporation if the owner or occupier changes the existing use of the lot in a way that will affect the insurance premiums for the owners corporation.

Example

If the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes.

5 Behaviour of persons

5.1 Behaviour of owners, occupiers and invitees on common property

An owner or occupier of a lot must take all reasonable steps to ensure that guests of the owner or occupier do not behave in a manner likely to unreasonably interfere with the peaceful enjoyment of any other person entitled to use the common property.

5.2 Noise and other nuisance control

(1) An owner or occupier of a lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property.

(2) Subrule (1) does not apply to the making of a noise if the owners corporation has given written permission for the noise to be made.

6 Dispute resolution

(1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.

(2) The party making the complaint must prepare a written statement in the approved form.

(3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.

(4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.

(5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 14 working days after the dispute comes to the attention of all the parties.

(6) A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.

(7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of his or her right to take further action under Part 10 of the **Owners Corporations Act 2006**.

(8) This process is separate from and does not limit any further action under Part 10 of the **Owners Corporations Act 2006**.

Statement of Financial Position
As at 31/10/2009

Owners Corporation PS620288R

15 Nathan Drive, Campbellfield VIC 3061

	Current period
Owners' funds	
Administrative Fund	
Operating Surplus/Deficit--Admin	0.00
	0.00
Maintenance Fund	
Operating Surplus/Deficit--Sinking	0.00
	0.00
Net owners' funds	\$0.00
Represented by:	
Assets	
Administrative Fund	0.00
Maintenance Fund	0.00
<i>Total assets</i>	0.00
Less liabilities	
Administrative Fund	0.00
Maintenance Fund	0.00
<i>Total liabilities</i>	0.00
Net assets	\$0.00



Regulation 1005
Building Act 1993
Building Regulations 2006 FORM 6

OCCUPANCY PERMIT

OWNER CHPW FINANCE PTY LTD
737 BURWOOD ROAD
HAWTHORN 3122

BUILDER SAM MANNO
20 GRICE CRESCENT
ESSENDON 3040

PROPERTY DETAILS 2/15 NATHAN DRIVE CAMPBELLFIELD 3061

NATURE OF BUILDING WORK Construction of Warehouses x 12 - Warehouse 2

MUNICIPAL DISTRICT City of Hume

PROJECT USE Warehouse

BUILDING DETAILS

Class	7B	Persons accomodated for	10
Site area m2	2574	Allowable live load	3.0kpa
New floor area,m2	102.	No of storeys	1

SUITABILITY FOR OCCUPATION

The building or place of public entertainment or part of a building or public entertainment or part of a building to which this permit applies is suitable for occupation.

PRIVATE BUILDING SURVEYOR

MICHAEL FLANAGAN

Signature: 

Date of issue

Wednesday, 28 October 2009

Occupancy Permit no

BS 1113/ 20080608/4

Page 1 of 2

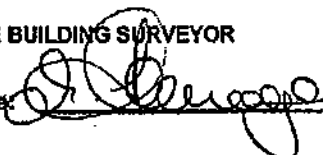
Inspection Records

Inspection of piers	Date: 25-Jul-08
Inspection of pads	Date: 25-Jul-08
Inspection of strip footings	Date: 25-Jul-08
Inspection of pre-slab	Date: 25-Jul-08
Inspection of steel	Date: 30-Jul-09
Inspection of framework	Date: 30-Sep-09
Inspection for Occupancy permit	Date: 30-Sep-09

PRIVATE BUILDING SURVEYOR

MICHAEL FLANAGAN

Signature:



Date of Issue

Wednesday, 28 October 2009

Occupancy Permit no

BS 1113/ 20080608/4

Page 2 of 2



Regulation 1005
Building Act 1993
Building Regulations 2006 FORM 6

OCCUPANCY PERMIT

OWNER CHPW FINANCE PTY LTD
737 BURWOOD ROAD
HAWTHORN 3122

BUILDER SAM MANNO
20 GRICE CRESCENT
ESSENDON 3040

PROPERTY DETAILS 2/15 NATHAN DRIVE CAMPBELLFIELD 3081

NATURE OF BUILDING WORK Construction of Warehouses x 12 - Warehouse 2

MUNICIPAL DISTRICT City of Hume

PROJECT USE Warehouse

BUILDING DETAILS

Class	7B	Persons accommodated for	10
Site area m2	2574	Allowable live load	3.0kpa
New floor area,m2	102	No of storeys	1

SUITABILITY FOR OCCUPATION

The building or place of public entertainment or part of a building or public entertainment or part of a building to which this permit applies is suitable for occupation.

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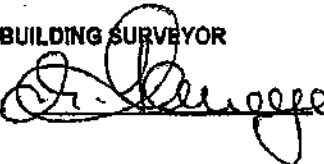
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Inspection of steel	Date: 30-Jul-09
Inspection of framework	Date: 30-Sep-09
Inspection for Occupancy permit	Date: 30-Sep-09

PRIVATE BUILDING SURVEYOR

MICHAEL FLANAGAN

Signature



Date of issue

Wednesday, 28 October 2009

Occupancy Permit no

BS 1113/ 20080808/4

Page 2 of 2



Occupancy / Final Certificate / File No: BS 1113/ 20080608/4

ESSENTIAL SAFETY MEASURES

Building Act 1993, Building Regulations 2006 – Part 12

Owner: CHPW FINANCE PTY LTD
737 BURWOOD ROAD
HAWTHORN 3122

Builder: SAM MANNO
20 GRICE CRESCENT
ESSENDON 3040

PROJECT ADDRESS: No: 2/15 NATHAN DRIVE CAMPBELLFIELD

PROJECT DESCRIPTION: Construction of Warehouses x 12 - Warehouse 2

Part 12 of the Building Regulations 2006 provides that an owner of a building or place of public entertainment who is required under an Occupancy Permit or Regulation to maintain an Essential Service / Safety Measure must

(a) comply with a maintenance determination made by the Relevant Building Surveyor (RBS) in relation to that building, PENALTY: 10 Penalty units;

(b) maintain the display of the Occupancy Permit, maintenance determination, list of Essential Safety Measures and the current annual Essential Safety Measures report (Form 10-refer (c)) in the nominated approved location and must ensure that a copy of such is available at the building or place for inspection by the Municipal Building Surveyor or Chief Officer at any time on request, PENALTY: 10 Penalty Units;

(c) prepare an Essential Safety Measures Report (in the form of a Form 10 - signed by the owner or agent of owner) in accordance with Regulation 1209 and 1210 before each anniversary of the date of the Occupancy Permit or maintenance determination (as the case may be), PENALTY: 10 penalty units.

Note: Regulation 2001 deems an annual Essential Services Report prepared in accordance with Regulation 1209(a) of the Building (Interim) Regulations 2005 before the 13th June 2006 to be an annual Essential Safety Measures report prepared in accordance with this Regulation.

Essential Services Report Due Date: Thursday, 28 October 2010

The owner of a building or place of public entertainment must ensure that a copy of any current maintenance schedule and determination are available at the building or place for inspection by the Municipal Building Surveyor or Chief Officer at any time on request after twenty four hour notice.
Penalty: 10 penalty units

Essential Safety Measures	BCA or other provision to which Essential Safety Measures has been installed and is to operate	Frequency (minimum) and Type of Maintenance Required
Building elements required to satisfy prescribed fire resistance levels	Section C, D1.12	Annual inspection for damage, deterioration, or unauthorised alteration
Discharge from exits (including paths of travel from open spaces to the public roads to which they are connected)	D1.7, D1.9 to D1.11, D2.12, G4.3, G4.6, G4.7	Inspection every three months to ensure there are no obstructions and no alterations
Doors (other than fire or smoke doors) in a required exit, forming part of a required exit or in a path of travel to a	D1.8, D2.19 to D2.21, D2.23	Inspection every three months to ensure doors are intact, operational and fitted with conforming hardware

PRIVATE BUILDING SURVEYOR MICHAEL FLANAGAN

Registration No: BS1113

SIGNATURE

DATED: Wednesday, 28 October 2009

Page 1 of 2

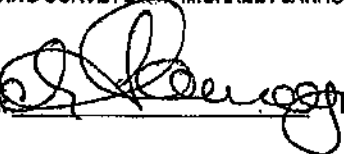
required exit, and associated self-closing, automatic closing and latching mechanisms		
Elements required to be noncombustible, provide fire protection, compartmentation or separation	C2.5 to C2.14, C3.3, C3.11, D1.7 - D1.8, E1.3, G3.4	Annual inspection for damage, deterioration, or unauthorised alteration
Emergency lighting	E4.2, E4.4	Every six months to AS 2293.2-1995
Exit signs (including direction signs)	D1.12, E4.5, E4.6, E4.8	Every six months to AS 2293.2-1995
Fire hydrant system (including on-site pump set and fireservice booster connection)	E1.3	Weekly to AS 1851 - 2005 Section 4 where pumps are installed or six monthly to AS1851 - 2005 Section 4
Fire protection associated with construction joints, spaces and the like in and between building elements required to be fire-resisting with respect to integrity and insulation	C3.18	Every six months as per AS1851 - 2005 inspection for damage, deterioration, or unauthorised alteration
Materials and assemblies required to satisfy prescribed fire hazard properties	C1.10	Annual inspection for damage, deterioration, or unauthorised alteration
Paths of travel to exits	D1.6	Inspection every three months to ensure there are no obstructions and no alterations
Portable fire extinguishers	E1.8	Every six months to AS 1851-2005 Section 15.4
Exits (including fire-isolated stairways and ramps, non-fire isolated stairways and ramps, stair treads, balustrades and handrails associated with exits, and fire-isolated passageways)	D2.2 to D2.3, D2.8 to D2.11inc., D2.13, D2.16 to D2.17	Inspection every three months to ensure there are no obstructions and no alterations

*Essential Safety Measures marked with an * are not currently included within the schedule of measures requiring maintenance under the Building (Interim) Regulations 2005. However these measures are included in the general list of Essential Safety Measures listed in Part 11 of the Building Code of Australia (BCA). As such, the measures are required to maintain the performance level applicable under the BCA at the time of installation. Hence, these measures and suggested maintenance regimes for them have been included.

PRIVATE BUILDING SURVEYOR MICHAEL FLANAGAN

Registration No: BS1113

SIGNATURE



DATED: Wednesday, 28 October 2008

Page 2 of 2



Occupancy / Final Certificate / File No: BS 1113/ 20080808/4

ESSENTIAL SAFETY MEASURES

Building Act 1993, Building Regulations 2006 - Part 12

Owner: CHPW FINANCE PTY LTD
737 BURWOOD ROAD
HAWTHORN 3122

Builder: SAM MANNO
20 GRICE CRESCENT
ESSENDON 3040

PROJECT ADDRESS: No: 2/15 NATHAN DRIVE CAMPBELLFIELD

PROJECT DESCRIPTION: Construction of Warehouses x 12 - Warehouse 2

Part 12 of the Building Regulations 2006 provides that an owner of a building or place of public entertainment who is required under an Occupancy Permit or Regulation to maintain an Essential Service / Safety Measure must

(a) comply with a maintenance determination made by the Relevant Building Surveyor (RBS) in relation to that building, PENALTY: 10 Penalty units;

(b) maintain the display of the Occupancy Permit, maintenance determination, list of Essential Safety Measures and the current annual Essential Safety Measures report (Form 10-refer (c)) in the nominated approved location and must ensure that a copy of such is available at the building or place for inspection by the Municipal Building Surveyor or Chief Officer at any time on request, PENALTY: 10 Penalty Units;

(c) prepare an Essential Safety Measures Report (in the form of a Form 10 - signed by the owner or agent of owner) in accordance with Regulation 1209 and 1210 before each anniversary of the date of the Occupancy Permit or maintenance determination (as the case may be), PENALTY: 10 penalty units.

Note: Regulation 2001 deems an annual Essential Services Report prepared in accordance with Regulation 1209(a) of the Building (Interim) Regulations 2005 before the 13th June 2006 to be an annual Essential Safety Measures report prepared in accordance with this Regulation.

Essential Services Report Due Date: Thursday, 28 October 2010

The owner of a building or place of public entertainment must ensure that a copy of any current maintenance schedule and determination are available at the building or place for inspection by the Municipal Building Surveyor or Chief Officer at any time on request after twenty four hour notice.
Penalty: 10 penalty units

Essential Safety Measures	BCA or other provision to which Essential Safety Measures has been installed and is to operate	Frequency (minimum) and Type of Maintenance Required
Building elements required to satisfy prescribed fire resistance levels	Section C, D1.12	Annual inspection for damage, deterioration, or unauthorised alteration
Discharge from exits (including paths of travel from open spaces to the public roads to which they are connected)	D1.7, D1.9 to D1.11, D2.12, G4.3, G4.6, G4.7	Inspection every three months to ensure there are no obstructions and no alterations
Doors (other than fire or smoke doors) in a required exit, forming part of a required exit or in a path of travel to a	D1.6, D2.19 to D2.21, D2.23	Inspection every three months to ensure doors are intact, operational and fitted with conforming hardware

PRIVATE BUILDING SURVEYOR MICHAEL FLANAGAN

Registration No: BS1113

SIGNATURE: 

DATED: Wednesday, 28 October 2009

Page 1 of 2

required exit, and associated self-closing, automatic closing and latching mechanisms		
Elements required to be noncombustible, provide fire protection, compartmentation or separation	C2.5 to C2.14, C3.3, C3.11, D1.7 - D1.8, E1.3, G3.4	Annual inspection for damage, deterioration, or unauthorised alteration
Emergency lighting	E4.2, E4.4	Every six months to AS 2293.2-1995
Exit signs (including direction signs)	D1.12, E4.5, E4.6, E4.8	Every six months to AS 2293.2-1995
Fire hydrant system (including on-site pump set and fireservice booster connection)	E1.3	Weekly to AS 1851 - 2005 Section 4 where pumps are installed or six monthly to AS1851 - 2005 Section 4
Fire protection associated with construction joints, spaces and the like in and between building elements required to be fire-resisting with respect to integrity and insulation	C3.16	Every six months as per AS1851 - 2005 inspection for damage, deterioration, or unauthorised alteration
Materials and assemblies required to satisfy prescribed fire hazard properties	C1.10	Annual inspection for damage, deterioration, or unauthorised alteration
Paths of travel to exits	D1.6	Inspection every three months to ensure there are no obstructions and no alterations
Portable fire extinguishers	E1.6	Every six months to AS 1851-2005 Section 15.4
Exits (including fire-isolated stairways and ramps, non-fire isolated stairways and ramps, stair treads, balustrades and handrails associated with exits, and fire-isolated passageways)	D2.2 to D2.3, D2.8 to D2.11 inc., D2.13, D2.16 to D2.17	Inspection every three months to ensure there are no obstructions and no alterations

*Essential Safety Measures marked with an * are not currently included within the schedule of measures requiring maintenance under the Building (Interim) Regulations 2005. However these measures are included in the general list of Essential Safety Measures listed in Part 11 of the Building Code of Australia (BCA). As such, the measures are required to maintain the performance level applicable under the BCA at the time of installation. Hence, these measures and suggested maintenance regimes for them have been included.

PRIVATE BUILDING SURVEYOR, MICHAEL FLANAGAN

Registration No: BS1113

SIGNATURE: 

DATED: Wednesday, 28 October 2009

Page 2 of 2

LAND INFORMATION CERTIFICATE
Year Ending: 30 JUNE 2010
Property No : 625560
Certificate No : LI00051920
All Enquiries and Updates to Rates on 9205 2688



1079 PASCOE VALE ROAD
 BROADMEADOWS
 VICTORIA 3047

Postal Address:
 PO BOX 119
 DALLAS 3047

Telephone: 03 9205 2200
 Facsimile: 03 9309 0109
 www.hume.vic.gov.au

Your Reference: 5020003:10418833
 Date of Issue: 6/11/2009

ANSTAT - RATES
DX 332
MELBOURNE

Property Description:	Lot 8 PS 509064M Vol 10769 Fol 041
Property Situated:	15 NATHAN DR CAMPBELLFIELD VIC 3061

Site Value	\$458000	C.I.V.	\$458000	N.A.V.	\$22900
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The level of valuation is 1/01/2008 and the Date the Valuation was adopted for Rating Purposes is 1/07/2008

RATES AND CHARGES FROM	1/07/2009	TO	30/06/2010
	RATE LEVIED ON C.I.V.		BALANCES OUTSTANDING
General Rate	\$1,786.60		\$1,341.00
Farm Weed/Sustainable Rebate	\$0.00		\$0.00
Optional Waste Charges (inc GST)	\$0.00		\$0.00
Separate Rate	\$0.00		\$0.00
Special Charge / Rate	\$0.00		\$0.00
Arrears as at 30/06/2009			\$0.00
Interest / Legal Costs			\$0.00
TOTAL RATES AND CHARGES	\$1,786.60		\$1,341.00

****PLEASE NOTE :** Rates for 2009/2010 are payable by four instalments on the following dates
 30/09/2009, 30/11/2009, 28/02/2010 & 31/05/2010

OTHER CHARGES				
Account Number / Description	Principal	Interest	Interest To	Balance
		TOTAL OTHER CHARGES		\$0.00

TOTAL OUTSTANDING AT ISSUE DATE :	\$1,341.00
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Section 175 states all overdue rates and charges must be paid at settlement.

These rates are based on Vacant Land valuations. Any improvements will result in further rates becoming due.

The Fire Danger Period is approaching which will require all land to be clear of all potential fire hazards for the duration. Failure to comply will incur costs, please contact the Local Laws Department on 9205 2200 prior to settlement.

LAND INFORMATION CERTIFICATE
Year Ending: 30 JUNE 2010
Property No : 625560
Certificate No : LI00051920
All Enquiries and Updates to Rates on 9205 2688

This Certificate provides information regarding valuations, rates, charges, other monies owing and any orders and notices made under the Local Government Act (Misc) 1958, Local Government Act 1989 or under a Local Law or By-law of the Council and specified flood level by the Council (if any).

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

Property Description:	Lot 8 PS 509064M Vol 10769 Fol 041
Property Situated:	15 NATHAN DR CAMPBELLFIELD VIC 3061

NOTICES, ORDERS, OUTSTANDING OR POTENTIAL LIABILITY / SUBDIVISIONAL REQUIREMENTS.

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

There is no potential liability for rates under Section 173 or 174A of the Local Government Act 1989, nor is any amount due under section 227 of the Local Government Act 1989.

There is no 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 (Misc) 1958.

There are no Notices or orders on the land that have been served by Council under the local Government Act 1989, or the Local Government Act (misc) 1958, or 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.

It is recommended that new Industrial and commercial property owners in particular, check the property complies with the conditions of any Planning Permits issued and the Hume Planning Scheme, to avoid enforcement proceedings. Contact Development Services on telephone (03) 9205 2309 for information on planning controls relating to the property.

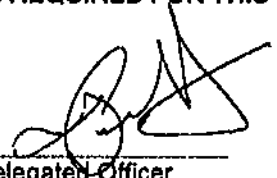
This certificate does not include information pursuant to regulation 326 of the Building Regulations 2006. Applications for this information should be made to Council's Building Control Services Department, telephone 9205 2325.

A flood level has not been designated within the meaning of regulation 802 of the Building Regulations 2006.

I HEREBY CERTIFY THAT AS AT THE DATE OF ISSUE, THE INFORMATION GIVEN IN THIS CERTIFICATE IS A TRUE AND CORRECT DISCLOSURE OF THE MATTERS SET OUT ABOVE.

RECEIVED THE SUM OF TWENTY DOLLARS (\$20.00) BEING THE FEE REQUIRED FOR THIS CERTIFICATE.

Verbal update of information contained in this Certificate will only be given for 50 days after date of issue. Council cannot be held responsible for any information given verbally.


Delegated Officer
6/11/2009



Yarra Valley Water Ltd
ABN 93 086 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

Facsimile (03) 9872 2500

Email: enquiry@yvw.com.au

Date: 13 March 2008

**SAM MANNO
WMD CONSTRUCTION PTY LIMITED
737 BURWOOD ROAD
HAWTHORN 3122**

**Reference Number: 3-259151
Installation Number: 40110994**

BUILD OVER EASEMENT / ASSET CONDITIONS

**Applicant Name: SAM MANNO
Property Address: 15 NATHAN DRIVE CAMPBELLFIELD 12 WAREHOUSE DEVELOPMENT**

Thank you for your recent Build Over Easement/Asset application.

I am pleased to provide you with advice for your proposal. The following pages contain conditions in response to your application.

An invoice for any outstanding fees will be forwarded to you shortly.

Should you have any queries please contact me either by phone or email as indicated below.

A handwritten signature in black ink, appearing to read 'Emilia Imosa'.

Emilia Imosa
Title: Development Officer
Phone: 9872 1492
Email: eimosa@yvw.com.au

I refer to your application of 07/02/2008 to build warehouses in close proximity to the sewer at the above property.

I am pleased to advise that, so far as Yarra Valley Water's rights are concerned, there is no objection to the proposal, subject to the following conditions:

The work must be carried out in accordance with the attached registered plan.

Any structural members, footings and piers located adjacent or parallel to the sewer must have a minimum 600mm horizontal clearance from the sewer.

Footings must be founded a minimum 200mm below a line drawn at 45 degrees from the invert of the sewer pipe.

The existing property sewer branch must be cut and sealed by a Licensed Plumber.

A new sewer branch must be constructed clear of the proposed structures.

The licensed plumber will be responsible to record all changes to the sewer branch on the Property Service Plan. The updated information must include Surface and Invert level at inspection shaft (27A), new branch length to 27A and new Tie measurement.

Failure to forward this information to Yarra Valley Water will void this consent to build the above structure(s).

The owner will be responsible for the cost of repairing any damage caused to the sewer as a result of the above structure(s) being located over or in close proximity to the sewer.

Yarra Valley Water reserves the right for its employees or contractors to enter the property for the purpose of maintenance, repair or replacement of its sewer.

Yarra Valley Water will not be responsible for any damage caused to the above structure(s) as a result of it being located over or in close proximity to the sewer or as a result of any maintenance, repair or replacement works carried out by Yarra Valley Water, its employees or contractors.

Yarra Valley Water will not re-instate or repair the above structure(s) if damaged.

A plan showing the sewer layout is included for your information.

Please note that our consent to your proposal does not affect the rights of any other parties over the area in question.



Yarra Valley Water | a fresh approach

Yarra Valley Water Ltd
ABN 93 066 902 501
Lucknow Street
Mitcham Victoria 3132
Private Bag 1
Mitcham Victoria 3132
DX 13204
Email: enquiry@yvw.com.au
Telephone: (03) 131 721

Anstat Pty Ltd ACN 115 133 152
authority@property.anstat.com.au

RATES CERTIFICATE

Date of Issue: 4/11/2009

Account No: 1689912

Rate Certificate No: 10677567

Your Ref: 5020003:10418835

With reference to your request for details regarding property at 15 NATHAN DR CAMPBELLFIELD VIC 3061
(Property No: 40110994)

This property incurs the following service charges, based on the actual number of days in the period:

	Period	Charges	Outstanding
Quarterly Charges: Waterways/Drainage	01/10/09 to 31/12/09	\$ 21.45	\$ 21.45
Annual Charges:			\$ 0.00
Arrears			\$ 0.00
Total Amount Due			\$21.45

Please note the calculated annual charge for Section 32 purposes is: \$85.10

GENERAL MANAGER
BILLING AND CONTACT SERVICES

Note:

- 1 Yarra Valley Water provides information in this statement relating to waterways and drainage pursuant to Section 158 of the Water Act 1989, as an agent for Melbourne Water.
- 2 Information is also supplied under the following: Drainage and Parks charges - S75 Water Industry Act 1994.
- 3 On presenting your clients with the above information, please ensure that you inform them of their obligation to contact Yarra Valley Water (131 721) 2 working days prior to settlement. It is the vendor/purchaser's responsibility to book a final reading in order to determine the correct apportioning of water and sewer usage and/or service charges liable for each party.



Yarra Valley Water | a fresh approach

YARRA VALLEY WATER LIMITED

(ABN 93 066 902 501)

STATEMENT UNDER SECTIONS 75,
WATER INDUSTRY ACT 1984 RELATING TO ENCUMBRANCES
WATER ACT 1989 - STATEMENT UNDER SECTION 158

Yarra Valley Water Ltd
ABN 93 066 902 501
Lucknow Street
Mitcham Victoria 3132
Private Bag 1
Mitcham Victoria 3132
DX 13204
Email: enquiry@yvw.com.au
Telephone: (03) 131 721

Anstat Pty Ltd ACN 115 133 152
authority@property.anstat.com.au

Date of Issue: 4/11/2009
Information Statement No: 10677567
Conveyancing Account No: 9000598

Your Ref: 5020003:10418835

Property: 15 NATHAN DR CAMPBELLFIELD VIC 3061

THE FOLLOWING PARTICULARS RELATE TO SECTIONS 25 & 158(3)

If Sewer mains are in existence they will be shown on the attached plan

Consent has been previously given (3-259151) to an owner of the property to erect a structure over the sewer and/or easement. This consent binds the owner(s) of the land and successors in title.

ADDITIONAL INFORMATION RELATES TO SECTIONS 25 & 158(4)

This Property is a part of a development that is serviced by private water infrastructure. This infrastructure (or pipeline) is known as a private extension and may extend some distance in length from your property before connection to Yarra Valley Water infrastructure. Any maintenance or supply issues associated with the private extension are the responsibility of the property owners. Yarra Valley Water is responsible for maintaining the water service up and including the development main meter at the parent property boundary. Yarra Valley Water does not guarantee the continuity of service or supply, water quality or water pressure within the private extension.

Information available at Melbourne Water indicates that this property is not subject to flooding from Melbourne Water's drainage system, based on a flood level that has a probability of occurrence of 1% in any one year.

AUTHORISED OFFICER:

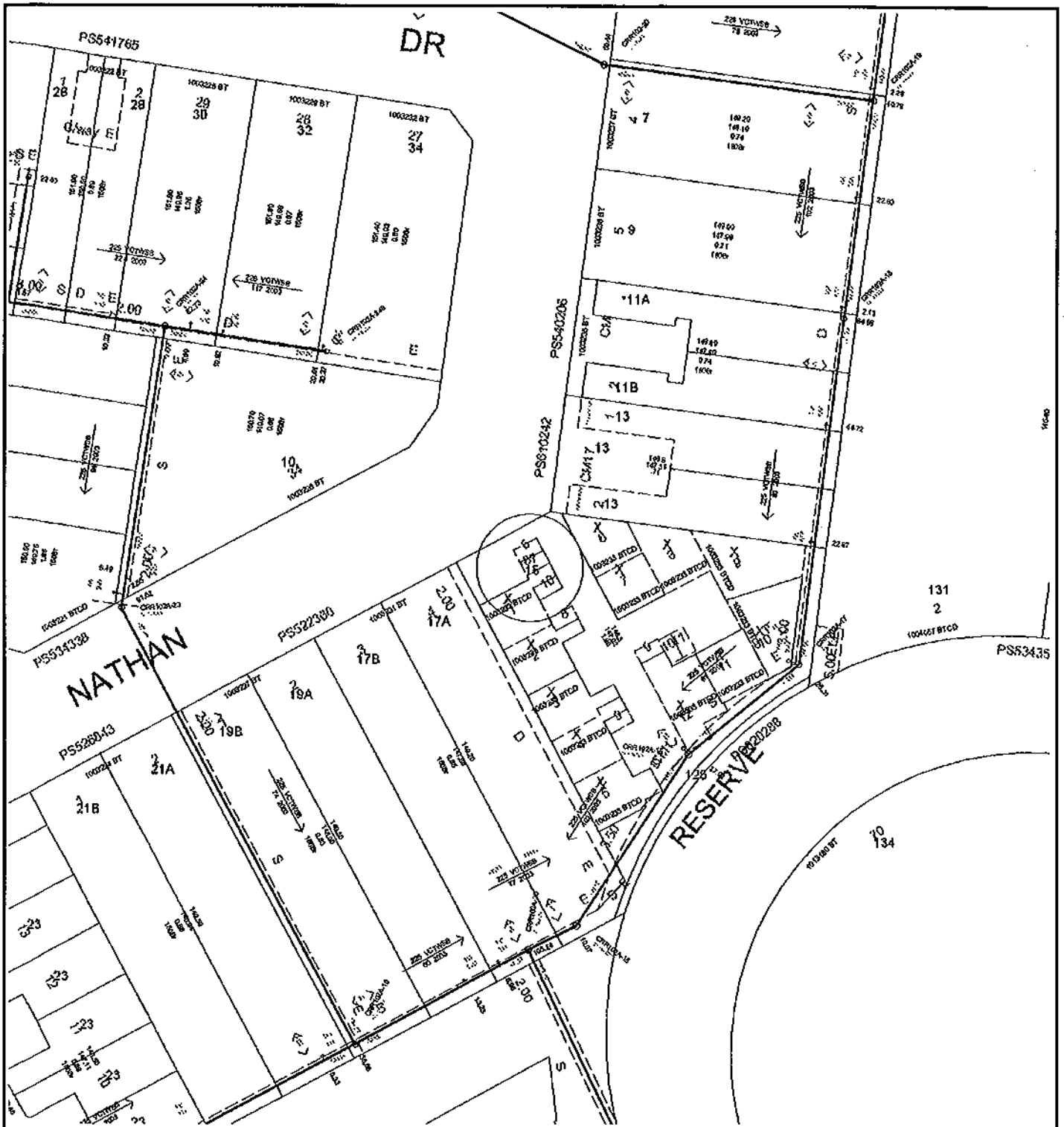
GENERAL MANAGER
BILLING AND CONTACT SERVICES

Please ensure all information provided to Yarra Valley Water for the request of a Propertyflow Statement is correct and verified prior to submitting. All incorrect requests will be required to be resubmitted and will be charged accordingly.

Yarra Valley Water provides information in this statement relating to waterways and drainage pursuant to Section 158 of the Water Act 1989, as an agent for Melbourne Water.

PLEASE NOTE: Unless prior consent has been obtained, both the Water Act and the WATER INDUSTRY Acts PROHIBIT:

1. the erection and/or placement of any building, wall, bridge, fence, embankment, filling, material, machinery or other structure over or under any sewer or drain.
2. the connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.



Yarra Valley Water Information Statement Number : 10677567	Address	15 NATHAN DR, CAMPBELLFIELD	
	Date	04/11/2009	
	Scale	1000	
Sewer Pipe Row Sewer Subject Property Access Point No. 	Existing Title Proposed Title Easement 	Disclaimer: This information is supplied on the basis Yarra Valley Water Ltd. : <ul style="list-style-type: none"> Does not warrant the accuracy or completeness of the information supplied, including, without limitation, the location of Water and Sewer Assets. Does not accept any liability for loss or damage of any nature, suffered or incurred by the recipient or any other persons relying on this information; Recommends recipients and other persons using this information make their own site investigations and accommodate their works accordingly. 	

**STATE REVENUE OFFICE
Land Tax Act 2005
Land Tax Clearance Certificate**



FRENKEL PARTNERS VIA ANSTAT
224 NORMANBY ROAD
SOUTHBANK VIC 3006

Your Reference: 5020003:10418834
Certificate No.: 59151133
Date Issued: 05 NOV 2009
Enquiries: ESYSPROD

Land Identity 31100005	Land Address Details 15 NATHAN DRIVE CAMPBELLFIELD VIC 3061		
Lot Number 8	Plan Number 509064	Volume 10769	Folio 41

Vendor WP INVESTMENT MANAGEMENT PTY LTD

Purchaser FOR INFORMATION PURPOSES

Current Tax For	2009	Proportional Tax	Penalty/Interest	Total
WP INVESTMENTS TRUST		\$2,122.00	\$0.00	\$0.00

Arrears of Tax	Years	Proportional Tax	Add.Tax/Interest	Total

Comments Land Tax of \$2,122.00 has been assessed for 2009, an amount of \$2,122.00 has been paid.

Unimproved Value	\$458,000	Amount Payable	\$0.00
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THIS CERTIFICATE IS SUBJECT TO THE NOTES THAT APPEAR ON THE BACK OF THE APPLICATION AND THAT THE APPLICANT SHOULD READ THESE NOTES CAREFULLY.

PAUL BRODERICK - Commissioner of State Revenue

PLEASE RETURN THIS PORTION WHEN MAKING PAYMENT = SEE OVERLEAF FOR FURTHER INFORMATION

LAND TAX CLEARANCE CERTIFICATE - REMITTANCE ADVICE

<u>Certificate Number</u>	<u>Land ID</u>	<u>Amount Payable</u>
59151133	31100005	\$0.00

PLEASE DO NOT MARK BELOW THIS LINE

<0000000000<0000000000>059151133000<059151133000>424<424>

NOTES TO CERTIFICATES UNDER SECTION 105 OF THE LAND TAX ACT 2005

1. Under Section 96 of the Land Tax Act 2005 (the Act), land tax is a first charge on the land to which it relates and should the vendor default, payment will be obtained from the purchaser. The purchaser should take into account the possibility that the vendor may default where land tax has been assessed but not paid.
2. If land tax is due but not paid on a property, the Land Tax Clearance Certificate will certify the amount of land tax due and unpaid on that land. This amount will be binding on the Commissioner of State Revenue (the Commissioner) for purposes of section 96 of the Act whether or not it is paid to the State Revenue Office (SRO) on, or shortly after, settlement.
3. The amount of land tax on this certificate relates to the amount of land tax due and payable as at the date of the application only and not to any future liability or the tax status of the land.
4. A 'Nil' Land Tax Clearance certificate does not mean that the land on the certificate is exempt from land tax.
5. If land tax will be payable on a property but payment is not due at the time the application is processed, the certificate will certify the amount that should be retained by the purchaser at settlement and remitted to the SRO. The Commissioner will consider himself bound by this amount as against the purchaser only if the amount is remitted to the SRO within 28 days after settlement.
6. If the amount in 3. (above) is understated, the Commissioner has the right to seek recovery of the correct amount, or the balance, as the case may be, from
 - a. the vendor, or
 - b. the purchaser, if the vendor defaults and the certified amount has not been remitted to the SRO within 28 days after settlement.
7. If an amount is certified in respect of a proposed sale which is not completed, the Commissioner will not be bound by the same amount in respect of a later sale of the subject land - another certificate must be applied for in respect of that transaction.
8. If an amount certified is excessively high (for example, because a principal residence concession has not been deducted in calculating the amount) the Commissioner will issue an amended certificate, without an additional fee being charged on receipt of sufficient evidence to that effect from the vendor.
9. If no land tax is stated as being payable in respect of the property, the Commissioner will consider himself bound by that certification, in respect of the purchaser, if the land is subsequently found to be taxable and the vendor defaults.
10. If the vendor refuses to be bound by an amount stated by the Commissioner and does not agree to the amount being withheld and remitted at settlement, the purchaser cannot rely on such refusal as a defence to an action by the Commissioner to recover the outstanding amount from the purchaser under Sections 96 or 98 of the Act.
11. The information on a certificate cannot preclude the Commissioner from taking action against a vendor to recover outstanding land tax.

(For Information Only)**SINGLE OWNERSHIP CALCULATION BASED ON AN UNIMPROVED VALUE OF \$458,000**

Land Tax = \$691.00

Calculated as \$275 plus (\$458,000 - \$250,000) multiplied by 0.200 cents).

PaymentsCheques, etc. must be made payable to
'Commissioner of State Revenue'**In Person** Level 2
121 Exhibition Street
Melbourne 3000**By Post** GPO Box 2961 DD
Melbourne 3001**Enquiries****Telephone** 13 21 61
Facsimile (03) 9628 6853 or (03) 9628 0038**Counter** Level 2
121 Exhibition Street
Melbourne 3000**Correspondence** GPO Box 1641N
Melbourne 3001

**Land Tax Clearance Certificates are now available via the SRO website.
Logon to www.sro.vic.gov.au and access LAND TAX CLEARANCE CERTIFICATES.**



CERTIFICATE No: 4673286 DATE: 23/07/2009

PLANNING CERTIFICATE

Client: Frenkel Partners
DX: 30869 Stock Exchange

Matter Ref: MTF: WP-0810110
Vendor: WP INVESTMENT
MANAGEMENT PTY LTD
Purchaser:

Subject Property: 15 NATHAN DRIVE CAMPBELLFIELD VIC 3061

Title Particulars: Vol 10769 Fol 041

Municipality: HUME

Planning Scheme: HUME PLANNING SCHEME

Responsible Authority for administering and enforcing the Scheme: HUME CITY COUNCIL

Zone: INDUSTRIAL 1 ZONE

Abuttal to a Road Zone or a Public Acquisition Overlay for a Proposed Road or Road Widening: Not Applicable

Design and Development Overlay: Not Applicable

Development Contributions Plan Overlay: Not Applicable

Development Plan Overlay: Not Applicable

Environmental Audit Overlay: Not Applicable

Environmental Significance Overlay: Not Applicable

Heritage Overlay: Not Applicable

Public Acquisition Overlay: Not Applicable

Significant Landscape Overlay: Not Applicable

Special Building Overlay: Not Applicable

Vegetation Protection Overlay: Not Applicable

Other Overlays: Not Applicable

Proposed Planning Scheme Amendments: Not Applicable

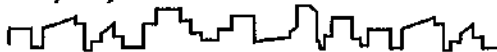
Additional Notes: Not Applicable

The information source for each entry on this certificate has been checked and if shown as Not Applicable does not apply to the subject property. In addition to Planning Scheme Zone and Overlay Provisions, Victorian Planning Schemes comprise the State Planning Policy Framework, the Local Planning Policy Framework, Particular Provisions and General Provisions. Strategies, policies and provisions detailed in these sections of the Planning Scheme may affect the use and development of land.



ANSTAT
AN SAI GLOBAL COMPANY

Property Information



www.anstat.com.au

CERTIFICATE No: 4673286 DATE: 23/07/2009

PLANNING CERTIFICATE

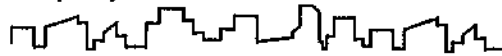
**MAP Image
Not Available
For This Property**

Need more detail? Anstat's Planning Scheme Extract product can supply you with the text of Planning Scheme provisions for any Zone shown on the map extract above. Order online at www.anstat.com.au/apl.



ANSTAT
AN SAI GLOBAL COMPANY

Property Information



www.anstat.com.au



CERTIFICATE No: 4673286 DATE: 23/07/2009

ROADS CERTIFICATE

Client: Fränkel Partners
DX: 30869 Stock Exchange

Matter Ref: MTF: WP-0810110
Vendor: WP INVESTMENT
MANAGEMENT PTY LTD
Purchaser:

Subject Property: 15 NATHAN DRIVE CAMPBELLFIELD VIC 3061

Title Particulars: Vol 10769 Fol 041

Municipality: HUME

Advice of any currently approved VicRoads proposals: VICROADS HAS NO APPROVED PROPOSAL 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.

Refer to the Planning Certificate for details of land reserved in the Planning Scheme for Road Proposals.