

TISHER LINER FC LAW

Lease Agreement

Lessor: Owners Corporation 1 Plan No.PS900615T

Lessee: Timothy Price

Premises: Part of the Common Property No. 2 at 166 Victoria Road,
Camberwell, Victoria 3124

Ref: JT:BY:252106

LEASE AGREEMENT

THIS LEASE is made the _____ day of _____ 2026

BETWEEN

OWNERS CORPORATION 1 PLAN NO. PS900615T
of 979 Burke Road, Camberwell, Victoria 3124

("Lessor")

AND

TIMOTHY PRICE
of

("Lessee")

RECITALS

- A. The Lessor is the registered owner of the common property in Plan of Subdivision No. PS900615T (the **Plan**) for the subdivided property located at 166 Victoria Road, Camberwell, Victoria 3124 (the **Property**).
- B. The Lessee is the registered owner of Lots 203, 204 and 205 in the Plan.
- C. The Lessor has agreed to lease to the Lessee part of the common property for the permitted use described in Item 6 of the Schedule (the **Permitted Use**).
- D. The Lessor has resolved by special resolution in accordance with section 14 of the *Owners Corporation Act 2006* (Vic) (the **Act**) as amended from time to time to grant the use, possession and enjoyment of the demised premises referred to in Item 3 of the Schedule (the **Demised Premises**) for the Permitted Use for the term described in Item 4 of the Schedule (the **Term**) subject to the terms and conditions of this Lease Agreement (the **Lease**).

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

1. LESSEE'S PAYMENT AND USE OBLIGATIONS

- 1.1. The Lessor grants to the Lessee the exclusive right of use, possession and enjoyment of the Demised Premises on the commencement date set out in Item 7 of the Schedule (the **Commencement Date**) for the Permitted Use during the Term. For the avoidance of doubt, the Lessee has the right to enclose the Demised Premises with fences or gates under the Lease.

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- 1.2. The parties agree that there will be five (5) further terms of ten (10) years each (**Further Terms**). The Lessee may exercise the further terms no less than three (3) months prior to the commencement date of each of the Further Terms.
 - 1.3. The Lessee shall pay to the Lessor a lease fee referred to in Item 5 of the Schedule (the **Lease Fee**) in the manner and at the times set out in Item 5 of the Schedule.
 - 1.4. The Lease Fee shall be reviewed by CPI on each anniversary of the Commencement Date(**CPI review date**) in accordance with clause 5 save for any Market Review Date as defined in Item 9 of the Schedule
 - 1.5. The Lessee acknowledges and accepts the condition of the Demised Premises as at the Commencement Date.

2. LESSEE'S COVENANTS AND OBLIGATIONS

- 2.1. The Lessee hereby covenants with the Lessor that the Lessee:
 - a) will not use or permit to be used the Demised Premises for any use other than the Permitted Use;
 - b) shall keep the Demised Premises in the same condition as at the Commencement Date at the Lessee's own expense;
 - c) will ensure that Lease Fee is paid to the Lessor in accordance with Item 5 of the Schedule;
 - d) will pay for the use of utilities connected to the Demised Premises (but not for the connection or disconnection of utilities on the Demised Premises), including but not limited to the electricity, water, gas, internet and telecommunication, provided that such use of utilities on the Demised Premises are separately metered from the other parts of the common property in the Plan, within fourteen (14) days of the Lessor giving written notice to the Lessee of the amount of the utilities costs and the corresponding usage bills.
 - e) will obtain and comply with any required permits and approvals from relevant authorities in respect of the Lessee's Permitted Use of the Demised Premises, including but not limited to any municipal, statutory, public or other authority at the Lessee's expense;
 - f) will comply at the Lessee's expense with all notices, directions or requirements of any municipal, statutory, public or other authority given or served in connection with the Demised Premises whether given to the Lessor or the Lessee; and

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- g) upon receiving a prior written notice of fourteen (14) days, will permit the Lessor and any person authorised by the Lessor to enter the Demised Premises at reasonable times (unless there is an emergency when no notice is required), when reasonably required for the purpose of viewing the state of repair and conditions of the Demised Premises, or at any reasonable time to perform any function or exercise any power under the *Act* and/or the *Owners Corporation Regulations 2018* (Vic) as amended from time to time, or to carry out work following any failure of the Lessee to observe and perform the Lessee's covenants and obligations under this Lease at the Lessee's sole expense.

3. RELEASE AND INDEMNITY

The Lessee uses the Demised Premises at its own risk and Lessee holds harmless and indemnifies the Lessor, its officers, servants, agents, successors and assigns and each and every one of them against any and all claims, demands, loss and damages (whether in respect of damage to property, personal injury, or otherwise) in connection with or caused or aggravated by or relating to the Lessee's occupation of the Demised Premises save for any claims, demands, loss and/or damages which are incurred as a result of, or contributed to by, the Lessor's act or omission.

4. ASSIGNMENT, TRANSFER AND NOVATION

- 4.1. The Lessee may, with the consent of the Lessor, which will not be unreasonably withheld or delayed, assign, transfer or novate this Lease to a third party.
- 4.2. The Lessor acknowledges and agrees that the Lessee's rights and obligations under this Lease shall cease upon a deed recording the assignment, transfer or novation being provided save in respect to any claim for the period prior to the date of assignment.

5. CONSUMER PRICE INDEX

- 5.1. On each anniversary of the Commencement Date, the Lease Fee is to be adjusted by reference to the Consumer Price Index using the following formula -

$$AR = R \times \frac{CPIB}{CPIA}$$

Where: "AR" means adjusted Lease Fee;

"R" means Lease Fee before adjustment;

"CPIB" means the Consumer Price Index number for the quarter immediately preceding the CPI review date; and

“CPIA” means the Consumer Price Index number for the quarter immediately preceding the most recent earlier review date or, where there is no earlier review date, the quarter immediately preceding the start of the term.

- 5.2. If CPIB is not published until after the CPI review date, the adjustment is made when it is published but the adjustment takes effect from the relevant CPI review date. In the meantime, the Lessee must continue to pay the Lease Fee at the old rate and, when the adjustment is made, the Lessee must immediately pay any deficiency or the Lessor must immediately repay the excess.
- 5.3. If the base of the Consumer Price Index is changed between the two comparison dates an appropriate compensating adjustment must be made so that a common base is used.
- 5.4. If the Consumer Price Index is discontinued or suspended, then the calculation is to be made using whatever index is substituted for it. If no other index is substituted for it, the calculation is to be made using the index or calculation which the President of the Australian Property Institute, Victorian Division (acting as an expert and not as an arbitrator), determines is appropriate in the circumstances. This determination is binding.

6. MARKET RENT REVIEW

- 6.1. In this clause “review period” means the period following each Market Review Date until the next review date or the end of this Lease.
- 6.2. The review procedure on each Market Review Date is:
 - a) each review of Lease Fee may be initiated by the Lessor or the tenant.
 - b) the Lessor or the tenant entitled to initiate a review does so by giving the other a written notice stating the current market Lease Fee which it proposes as the Lease Fee for the review period.
 - c) If the recipient of the notice serves an objection to the proposed Lease Fee within 14 days and the Lessor and the Lessee do not agree on the Lease Fee within 14 days after the objection is served the Lessor and the Lessee must appoint a valuer to determine the current market Lease Fee.

If the Lessor and tenant do not agree on the name of the valuer within 28 days after the objection is served, either may apply to the President of the Australian Property Institute, Victorian Division to nominate the valuer.

- 6.3. In determining the current market Lease Fee for the Demised Premises the valuer must:

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- a) consider any written submissions made by the Lessor and the Lessee within 21 days of their being informed of the valuer's appointment, and
 - b) determine the current market Lease Fee as an expert, and noting that the lease fee is made up of the current market rate for the space, plus the average per m2 rate for all levies being paid by the residents.

and must make the determination in accordance with the criteria set out in section 37(2) of the *Retail Leases Act 2003* (Vic).

6.4. The valuer must make the determination of the current market Lease Fee and inform the Lessor and Lessee in writing of the amount of the determination and the reasons for it as soon as possible after the end of the 21 days allowed for submissions by the parties.

6.5. If:

- a) no determination has been made within 45 days (or such longer period as is agreed by the Lessor and the Lessee) of the Lessor and Lessee
 - (i) appointing the valuer, or
 - (ii) being informed of the valuer's appointment, or
- b) the valuer resigns, dies, or becomes unable to complete the valuation,

then the Lessor and Lessee may immediately appoint a replacement valuer in accordance with sub-clause 6.2(c).

6.6. The valuer's determination is binding.

6.7. The Lessor and Lessee must bear equally the valuer's fee for making the determination and if either pays more than half the fee, may recover the difference from the other.

6.8. Until the determination is made by the valuer, the Lessee must continue to pay the same Lease Fee as before the Market Review Date and within 7 days of being informed of the valuer's determination, the parties must make any necessary adjustments.

6.9. A delay in starting a market review does not prevent the review from taking place and being effective from the Market Review Date but if the market review is started more than 12 months after the Market Review Date, the review takes effect only from the date on which it is started.

7. INSURANCES

- 7.1. The Lessee shall keep current at all times during the currency of this Lease a policy of public risk insurance applicable to the Demised Premises for the amount stated in Item 8 of the Schedule. The Lessee must produce satisfactory evidence of insurance cover upon written request by the Lessor.
- 7.2. The Lessee indemnifies and shall keep indemnified the Lessor against all loss, damage, costs and expenses in respect to any damage caused to the Demised Premises arising out of the act or neglect of the Lessee, its agents and invitees in relation to the Lessee's occupation of the Demised Premises only.

8. DAMAGE TO DEMISED PREMISES

- 8.1. If the Lessee (its customers, agents, invitees and any other person the Lessee provides access to the Demised Premises) has caused damage to the Demised Premises in the reasonable opinion of the Lessor, the Lessee is liable to pay all costs and expenses associated with any repairs, replacement, servicing or maintenance within thirty (30) days of a demand from the Lessor.
- 8.2. The Lessee agrees to pay for such repairs, servicing and maintenance costs within thirty (30) days of a demand by the Lessor which may be either a prepayment for works or services to be undertaken or a reimbursement for works or services already conducted.
- 8.3. The Lessee indemnifies the Lessor in respect to all loss, damage, costs and expenses in respect to any damage caused to the Demised Premises during the Term, save for any loss, damage, costs and/ or expenses which are incurred as a result of, or contributed to by, the Lessor's act or omission.

9. TERMINATION

- 9.1. If the Lessee fails or neglects to perform and observe the covenants and obligations of the Lessee under this Lease, the Lessor may serve on the Lessee a written notice (the **Notice of Breach**):
- a) Specifying the particular breach complained of; and
 - b) If the breach is capable of remedy, requiring the Lessee to rectify the breach, failure or neglect within 30 days of the service of the Notice of Breach.
- 9.2. If the Lessee does not rectify that breach, failure or neglect within 30 days of the service of the Notice of Breach, the Lessor may terminate this Lease by giving the Lessee a notice of termination or by re-entry into the Demised Premises.

9.3. If the Lessee sells or otherwise disposes of Lots 203, 204 and/or 205, the Lessee may terminate this Lease by providing the Lessor thirty (30) days' notice.

10. MAKE GOOD THE LAND

10.1. Upon the termination of this Lease for whatever reason, the Lessee shall , at its own cost, if requested to do so by the Lessor, and as soon as practicable but in any event within 90 days, reinstate the Demises Premises to the same standard and condition to that existing at the Commencement Date (and as per the original building design) and remove any fixtures, fittings and structures at the Lessee's expense, within the period of the Lease.

10.2. By signing this Lease the Lessor hereby consents to the Lessee undertaking works to the Demised Premises in accordance with the plan attached in Annexure B.

11. NOTICES

- 11.1. A notice, demand or other document shall be deemed to have been given or served:
- a) in the case of delivery in person when delivered;
 - b) in the case of post on the fourth (4) business day following the day of posting; and
 - c) in the case of email on receipt by the sender of a delivery confirmation from the delivery email server showing the email transmission was successfully effected.

12. WHOLE AGREEMENT

The Lessee and Lessor agree and declare that there are no prior or other representations, promises, warranties, covenants or undertakings between them and they expressly agree and declare this Lease contains the entire understanding of the parties insofar as it relates to the subject matter of this Lease.

13. AMENDMENTS

This Lease cannot be amended except by an instrument in writing signed by the Lessor and Lessee.

14. COSTS

The Lessee agrees to pay the Lessor's reasonable legal costs associated with the preparation, negotiation and execution of the Lease.

15. GOVERNING LAW

This Lease is governed by and must be interpreted in accordance with the laws of the State of Victoria and the Lessor and Lessor submit to the exclusive jurisdiction of the courts of the State of Victoria.

EXECUTED AS A DEED

Lessor

**EXECUTED by OWNERS CORPORATION 1 PLAN
NO. PS900615T** in accordance with Section 10 of
the *Owners Corporations Act 2006* (Vic):

Signature of Lot Owner:
.....

Name of Lot Owner:
.....

Lot Number:

Signature of Lot Owner:
.....

Name of Lot Owner:
.....

Lot Number:

Lessee

SIGNED, SEALED and DELIVERED by TIMOTHY PRICE)
in the presence of:)

.....

Witness

Name:

Address:

.....

SCHEDULE

- | | | |
|-----------|----------------------------------|--|
| 1. | THE LESSOR: | Owners Corporation 1 Plan No. PS900615T |
| 2. | THE LESSEE: | Timothy Price |
| 3. | DEMISED PREMISES: | The area highlighted green as shown in Annexure A and comprising a combined area of 10.4m ² |
| 4. | TERM: | Ten (10) years with five (5) options of ten (10) years each |
| 5. | LEASE FEE: | \$3,287.00 per annum (inclusive of any GST) |
| 6. | PERMITTED USE: | For any residential purpose connected with the use and enjoyment of Lots 203, 204 and 205. |
| 7. | COMMENCEMENT DATE: | 1 January 2026 |
| 8. | AMOUNT OF INSURANCE COVER | \$20,000,000.00 |
| 9. | MARKET REVIEW DATE | On the commencement date of each Further Term |

ANNEXURE "A"

Leased Area in Plan of Subdivision No. PS90615T

VICTORIA ROAD

BURKE ROAD



AREA
10.4m²

PLAN OF FLOOR AREAS

979-981 BURKE ROAD, CAMBERWELL VIC.
LEVEL 2

I Robin McDowell of REEDS CONSULTING Pty. Ltd. certify that this plan represents the MISCELLANEOUS AREAS in accordance with the PROPERTY COUNCIL OF AUSTRALIA method of measurement and the date of survey was 17/03/2026.

RM

Licensed Surveyor.

0.5 0 0.5 1 1.5 2.0 2.5

Scale at A3
1: 50

Ref: 23962/FA-2 Version: B Date: 22/04/2026 Sheet: 1 of 1

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 Level 16, 501 Swanston Street
Melbourne, Vic 3000
p (03) 8660 3000
www.reedsconsulting.com.au
survey@reedsconsulting.com.au

REEDS
CONSULTING

ANNEXURE "B"

Construction Plan

