

**NOTICE OF SPECIAL GENERAL MEETING
OWNERS CORPORATION NO.1 PLAN OF SUBDIVISION 821033G
“CORIDALE COMMUNITY”**

NOTICE of at least fourteen (14) days is hereby given by Quantum United Management Pty Ltd (“the Manager/Secretary”) pursuant to Section 72 of the Owners Corporation Act 2006 that the Special General Meeting of the abovementioned Owners Corporation will be held on:

Date & Time: Wednesday, 15th April 2026 at 4:00 pm
It is advised that members who are registered log in to the meeting 15 minutes prior to allow time to check connections and settings.

Location: Quantum’s Zoom Online Meeting Platform
Members are to register in advance (at least 24 hours) prior for the meeting

To register, please use the link or QR code: <https://shorturl.at/LX6yO>



A lot owner is not entitled to vote on resolution at this meeting if any amount owing to the Owners Corporation is unpaid at the time the vote is exercised, in accordance with section 89 of the Owners Corporations Act 2006 (Vic). Lot owners wishing to vote must ensure that all outstanding fees and charges are paid in full and cleared in the Owners Corporation’s bank account prior to the commencement of voting. For the avoidance of doubt, payment must be received and cleared before the vote is exercised. Lot owners are encouraged to allow sufficient time for bank processing to ensure eligibility to vote.

Lot Owners can appoint a trusted person as their representative at meetings, to vote at the meeting. This person is your “proxy”. The members have a right to appoint a proxy.

If you choose to appoint a proxy, the enclosed prescribed proxy form must be used and returned to the Secretary/Manager prior to the meeting. If your lot is in the name of a company and you are not a company representative, the company must complete a proxy form in favour of an individual who is then able to represent the company at the meeting. If appointing a Power of Attorney as a proxy, you should attach a copy of the Power of Attorney.

MEETING AGENDA

1. **Attendance & Apologies**
2. **Proxies**
3. **Quorum & Entitlement to Vote**
4. **Appointment of Chairperson for the SGM**
To appoint a person, being a lot owner or the manager, to chair the meeting.
5. **Lease of Common Property to Club Coridale Limited**
Explanatory Memorandum
The Owners Corporation previously entered into a lease with Club Coridale Limited dated 28 July 2021 (Original Lease), which applied only to the physical club building. This delineation in the Original Lease was originally proposed pending resolution of access requirements for the adjoining lot but the documentation provided at the inaugural general meeting referred to the likelihood that the leased premises pursuant to the Original Lease may be amended or replaced to reflect that part of the land in the Plan which is to become common property.

It is now proposed that the common property, inclusive of the driveway and car parking area, should be leased to

Club Coridale, which will be documented by a Surrender and Regrant of Lease (**New Lease**), which is otherwise on the same terms as the Original Lease.

If approved:

- Club Coridale Limited will be responsible for maintenance and insurance of the expanded leased area.
- The Club will grant access rights to the adjoining Lot B.

Please refer to Annexure A for the New Lease, including marked plans.

Special Resolution

THAT the Owners Corporation No.1 Plan of Subdivision 821033G enter into the Surrender and Regrant of Lease with Club Coridale Limited in the form attached to the notice, and that the Surrender and Regrant of Lease may be executed by 2 lot owners of separate lots.

6. Meeting Close

Lease
Section 66(1) Transfer of Land Act 1958

Privacy Collection Statement

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Lodged by

Name:

Phone: Address:

Reference:

Customer Code:

The lessor leases to the lessee the land, for the term starting on the commencement date and ending on the expiry date, and yearly rent specified, subject to the encumbrances affecting the land including any created by dealings lodged for registration before the lodging of this lease, and subject to the covenants and conditions contained in this lease.

Land: (volume and folio)

The land identified as L1, L2 and L3 in the plan attached as Annexure B, being part of Common Property No. 1 on PS821033G and part of the land contained in Certificate of Title Volume 12591 Folio 459

Lessor: (full name)

Owners Corporation No. 1 PS821033G of Suite 12, Level 2, 100 Overton Road, Williams Landing Victoria 3027

Lessee: (full name and address, including postcode)

Club Coridale Limited ACN 650 145 609 of Level 4, 6 Riverside Quay, Southbank Victoria 3006

Commencement date:

Expiry date:

27 June 2120

Rent:

\$1.00 per annum, payable on demand

Covenants: (set out here any MCP and/or additional covenants and conditions and the extent (if any) to which the covenants and powers implied under the Transfer of Land Act 1958 apply).

Lease Covenants

1. Surrender

1.1 Surrender

With effect from 12.01am on the Commencement Date:

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- (a) the Lessee as beneficial owner surrenders the Lessee's interest in the Original Lease and the Original Premises to the Lessor; and
- (b) the Lessor accepts that surrender.

1.2 No compensation

The parties acknowledge and agree that they are not entitled to any payment and/or any other form of compensation from one another in connection with the Original Lease or the surrender of the Original Lease.

2. Exclusion of Statutory Provisions

2.1 Moratorium

To the extent permitted by law, the application to this Lease or to any Party of any Law or any Requirement or any moratorium having the effect of extending or reducing the Term, reducing or postponing the payment of Rent or any part of it or otherwise affecting the operation of the terms of this Lease or its application to any Party is excluded and negated.

2.2 Exclusion of Statutory Provisions

The covenants, powers and provisions implied in leases by virtue of the *Transfer of Land Act 1958* (Vic) are expressly negated.

3. Lease of Land

3.1 The Lessor's Reservations

The Lessor reserves the right for the Lessor and the Lessor's Employees to:

- (a) construct, or procure construction of, the Works;
- (b) carry out any works that may be required to comply with any applicable Law or Requirement; and
- (c) create any registered or unregistered easement or other right over the Land as long as it does not materially adversely affect the Lessee's rights under this Lease; and
- (d) enter the Land and the Premises for the purposes set out in this Clause.

3.2 The Lessor's Exercise of Rights

Except in an emergency, the Lessor must give the Lessee reasonable notice of the Lessor's intended exercise of the rights set out in this Clause.

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3.3 Ownership of Improvements and Fixtures Fittings and Equipment

Ownership of all the Improvements on the Land, but not the Fixtures Fittings and Equipment, will revert to the Lessor on expiry of the Term (or any Further Term) (to the extent that they are not already owned by the Lessor) and the Lessor agrees to accept the Improvements in their then current condition subject to the Lessee having complied with its repair and maintenance obligations under this Lease.

3.4 Services

If the Lessor takes reasonable steps to minimise interference with the Lessee's use of the Premises:

- (a) the Lessor may grant a licence over any part of the Land reasonably required to install, operate, use, maintain, repair, alter, remove, replace and temporarily interrupt any services (including, without limitation, gas, electricity, telephone and telecommunication, water, sewerage and drainage) installed or to be installed and connected to the Premises or any part of the Coridale Project Land or any Adjoining Land in favour of any third party service provider; and
- (b) the Lessee must observe the terms of any licence granted in accordance with **Clause 3.4(a)** or any similar licence existing as at the date of this Lease.

4. Rent

4.1 Lessee to pay Rent

The Lessee covenants to pay the Rent:

- (a) at the times and in the manner set out and described in this lease, if demanded by the Lessor;
- (b) without any abatement, deduction or right of set-off; and
- (c) to the Lessor at the address set out and described in **Item 4** or to any other address or in any other way the Lessor directs the Lessee by Notice.

5. Rates and Taxes and GST

5.1 Lessee to pay Rates and Taxes

The Lessee must pay the Rates and Taxes:

- (a) to the assessing Authority on time if assessed directly against the Lessee or the Land; but otherwise

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- (b) to the Lessor by the date which is 10 Business Days before the due date for payment if the Lessor must pay the Rates and Taxes and has given the Lessee a copy of the notice at least 10 Business Days before then.

5.2 Lessee to Produce Receipts

The Lessee must produce receipts to the Lessor evidencing payment of the Rates and Taxes by the due date for payment if the Lessee is required to pay them to the assessing Authority.

5.3 Pro rata apportionment

If necessary, the Rates and Taxes will be apportioned on a pro rata daily basis at the beginning and at the end of the Term.

5.4 Objections against Assessments of Rates and Taxes

- (a) If the Lessee considers that any assessment of Rates and Taxes payable by it under this Lease is incorrect or excessive, the Lessee may request in writing that the Lessor object to the assessment of Rates and Taxes, provided such request is reasonable.
- (b) If a reasonable request is made by the Lessee in accordance with **Clause 5.4(a)**:
- (i) the Lessee must provide the Lessor with a draft submission to the relevant rating Authority detailing the grounds for objection to the assessment;
 - (ii) the Lessor agrees that it will lodge an objection to the assessment of Rates and Taxes addressing the matters referred to in the Lessee's submission; and
 - (iii) the Lessee agrees to pay all costs and expenses incurred by the Lessor (including legal costs on a full indemnity basis) in objecting to the relevant assessment.

5.5 Goods and Services Tax

- (a) If GST is or will be or is purported to be payable on any Supply the Party receiving the Supply must pay the Party making the Supply a sum equal to any GST payable by the supplier for that Supply.
- (b) To the extent that one Party is required to reimburse the other Party for costs incurred by the other Party, those costs do not include any amount in respect of GST for which the Party is entitled to claim an input tax credit.
- (c) A Party's obligation to pay an amount under this Clause is subject to a valid tax invoice being delivered to that Party. For the avoidance of any doubt, the Rent and all other payments under this Lease are exclusive of GST.

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6. Cost of Services

The Lessee must pay Costs for all Services (including any special, additional or unusual Services separately supplied, metered, consumed or connected as appropriate in, to or on the Land or the Premises):

- (a) by direct payment on or before the due date if assessed directly against the Land or the Premises; but otherwise
- (b) by reimbursing the Lessor by the date which is 5 Business Days before the due date for payment if the Lessor has given a copy of the Notice to the Lessee at least 10 Business Days before then.

7. Costs

The Lessee must pay to the Lessor all the Lessor's reasonable legal and other Costs including the Costs of valuers, quantity surveyors and other consultants engaged by the Lessor of and incidental to:

- (a) any consent required under this Lease;
- (b) any assignment of this Lease;
- (c) any variation, extension, surrender or termination of this Lease otherwise than by effluxion of time; and
- (d) any default by the Lessee or the Lessee's Employees in observing or performing any covenants contained or implied in this Lease.

8. Interest

8.1 Payment

The Lessee must pay on demand interest at the Default Rate on any Rent or other moneys which the Lessee has not paid within 30 days of the due date for payment.

8.2 Calculation

Interest is to be calculated daily from the due date and is to continue until the overdue money is paid. The interest will be capitalised on the last day of each month and may be recovered in the same way as Rent in arrears.

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8.3 No Prejudice

If the Lessor requires the Lessee to pay interest, it is without prejudice to any other rights, powers and remedies which the Lessor may have under this Lease or at law.

9. Use of Premises

9.1 Lessee's Permitted Use and negative covenants

The Lessee must not:

- (a) use the Premises for any purpose other than the Permitted Use;
- (b) do anything or permit anything to be done in or on the Premises which in the reasonable opinion of the Lessor causes or may cause nuisance, damage, disturbance or danger to the Lessor or the occupiers or owners of any other property;
- (c) use or allow the use of any radio, television or other sound producing equipment at a volume that can be heard outside the Premises except with the prior written consent of the Lessor which is not to be unreasonably withheld but may be given conditionally;
- (d) affix any television or radio mast or antennae, satellite dish or any other communication device to any part of the Premises except with the prior written consent of the Lessor which is not to be unreasonably withheld but may be given conditionally;
- (e) except in the usual course of conducting the Permitted Use, write, paint, display, hang or affix any sign, advertisement, placard, name, flagpole, flag or notice on any part of the Premises except with the prior written consent of the Lessor which is not to be unreasonably withheld but may be given conditionally;
- (f) overload the floor, walls, roof or any other part of the Premises, or, bring onto or remove from the Premises any plant or heavy equipment which by reason of its weight or vibration in its operation or in any way is likely in the reasonable opinion of the Lessor to cause damage to any part of the Premises or the Services;
- (g) except to the extent that they are necessary for:
 - (i) the Permitted Use; or
 - (ii) maintenance of land within the Coridale Project Land or any Adjoining Land, and then only in compliance with any Law or Requirement and in such quantities as are reasonably appropriate, store Hazardous Materials on or in the Premises;
- (h) install any equipment or system in the Premises that overloads or may overload the electrical or other Services to the Premises;

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- (i) use the Premises as a residence unless it is a Permitted Use; or
- (j) use the Premises for an illegal purpose.

9.2 Lessee's positive covenants

The Lessee at its Cost must:

- (a) manage and operate, or procure the management and operation of, the Facilities for the duration of the Term;
- (b) make membership of the Lessee available to owners and residents of lots affected by the First Owners Corporation, subject to:
 - (i) payment by the Lessor of the fees referred to in **Clause 16**; and
 - (ii) the terms of the constitution of the Lessee from time to time;
- (c) at all times carry out the Permitted Use in a business like and reputable manner;
- (d) keep the Premises clean and not permit any accumulation of useless property or rubbish in them;
- (e) keep the Premises free of pests, insects and vermin;
- (f) provide the Lessor (and keep updated when it changes) with the name, postal address, e-mail address, telephone and facsimile transmission numbers of a person or persons to contact during and after business hours if an emergency arises which affects the Premises;
- (g) comply with the Lessor's reasonable operational requirements for the Services and not interfere with the Services;
- (h) maintain and comply with all consents or approvals from all Authorities which from time to time are necessary or appropriate for the Permitted Use. The Lessee must not by any act or omission cause or permit any consent or approval to lapse or be revoked;
- (i) maintain documented risk management identification and treatment programs for the Premises and the Services;
- (j) comply with all:
 - (i) relevant and current occupational health and safety Laws and Requirements;
 - (ii) reasonable directions of the Lessor with respect to occupational, health and safety matters,insofar as they relate to the Premises;

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- (k) arrange for the regular and efficient removal from the Premises of its refuse and rubbish;
- (l) if a notifiable infectious illness occurs in the Premises, promptly give Notice to the Lessor and all relevant Authorities and thoroughly fumigate and disinfect the Premises to the satisfaction of the Lessor and all relevant Authorities; and
- (m) undertake all fire protection works on the Land required by Law to the satisfaction of the Lessor and all relevant Authorities.

9.3 No warranty as to use

- (a) The Lessor gives no warranty (either present or future) that the Land or the Premises are fit for the Permitted Use.
- (b) The Lessee has entered into this Lease with full knowledge of and subject to any prohibitions or restrictions contained in any Law or any Requirement on how the Land or the Premises may be used.

9.4 Cost of alteration

The Lessee must pay to the Lessor on demand the Cost reasonably incurred by the Lessor of any alteration to any Services, sprinkler or fire prevention equipment and installations (including alarms) which may become necessary because of the non-compliance of the Lessee or of the Lessee's Employees with any Requirements, including those of any Lessee's insurer of the Premises or any Lessee's fittings within the period required or, if no period is required, within a reasonable period to meet those requirements.

10. Compliance with Laws and Requirements

10.1 Compliance with Laws

The Lessee at its Cost must comply with and observe all Laws and Requirements relating to the Land, the Premises, the Services and the Permitted Use. If the Lessee receives any Notice from an Authority, the Lessee must immediately provide a complete copy of it to the Lessor.

10.2 The Lessor may comply with Laws if Lessee defaults

If the Lessee fails to do so, the Lessor may comply with any Law or Requirement referred to in this Clause either in part or whole. If the Lessor does this:

- (a) any Costs incurred by the Lessor must be paid or reimbursed to the Lessor by the Lessee;
- (b) it is without prejudice to any of the Lessor's other rights in respect of non-compliance by the Lessee with its obligations under this Lease.

11. Maintenance, Repairs, Alterations and Additions

11.1 General repairing obligation

- (a) The Lessee at its Cost during the Term and any extension or holding over must keep the Premises and the Services in good and tenable repair and condition and clean and tidy. For the avoidance of doubt, the Lessee agrees that the Lessor will not be responsible for any structural or capital works in respect of the Premises after the Works are complete, such works being the responsibility of the Lessee.
- (b) The Lessee during the Term must also repair and maintain, if requested by the First Owners Corporation and at the cost of the First Owners Corporation
 - (i) any landscaping within the Coridale Project Land for which the First Owners Corporation is responsible; and
 - (ii) any entrance feature constructed or to be constructed at any of the entrances to the Coridale Project Land.
- (c) Before carrying out any repairs or maintenance to the Premises, the Lessee must obtain the written approval of all relevant Authorities.

11.2 The Lessor's right of inspection

The Lessor or the Lessor's Employees may enter the Premises and view the state of repair and condition of the Premises and Services:

- (a) in the presence of the Authorised Officer of the Lessee if required by the Lessee; and
- (b) at reasonable times on giving to the Lessee reasonable notice in writing (except in the case of emergency when no notice is required).

11.3 Enforcement of repair obligations

The Lessor may serve on the Lessee a Notice:

- (a) specifying any failure by the Lessee to carry out any repair, replacement or cleaning of the Premises or the Services which the Lessee is required to do under this Lease; and/or
- (b) require the Lessee to carry out the repair, replacement or cleaning within a reasonable time. If the Lessee does not comply with the Notice, the Lessor may elect to carry out such repair, replacement or cleaning and any Costs incurred must be paid by the Lessee when demanded by the Lessor.

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11.4 The Lessor may enter to repair

- (a) The Lessor, the Lessor's Employees and other persons authorised by the Lessor may at all reasonable times after giving the Lessee reasonable notice (except in the case of emergency when no notice is required) enter the Land and the Premises to carry out any works and repairs in the circumstances set out below. In doing so, the Lessor must endeavour not to cause undue inconvenience to the Lessee.
- (b) The circumstances for entry are:
- (i) to carry out any repairs on or to the Premises or the Services, which the Lessor considers necessary or desirable or which relate to anything which the Lessor is obliged or entitled to do under this Lease;
 - (ii) if an Authority requires any repair or work to be undertaken on or to the Premises or the Services which the Lessor is either required or in the Lessor's discretion elects to do and for which the Lessee is not liable under this Lease; and/or
 - (iii) if the Lessor elects to carry out any repair work which the Lessee is required or liable to do under this Lease by any Law or by any Requirement but fails to do so within the time specified or otherwise allowed for that work to be done.

11.5 Alterations to Premises

- (a) The Lessee may, or may procure any person on the Lessee's behalf, to carry out any Proposed Work without the Lessor's prior written consent after completion of the Works provided that:
- (i) use of any Improvements constructed as a result of the Proposed Work will continue to be consistent with the Permitted Use;
 - (ii) the Proposed Work will not result in:
 - A. the Facilities failing to meet the Specifications;
 - B. fewer facilities being available for use by members of the First Owners Corporation; or
 - C. the overall standard of the Improvements being reduced;
 - (iii) the Proposed Work is executed promptly and continuously in a proper and workmanlike manner in accordance with all Laws and Requirements; and
 - (iv) the Lessee obtains, keeps current and complies with all necessary approvals or permits from all Authorities necessary to enable any Proposed Work to be

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lawfully effected, and on request by the Lessor produces for inspection by the Lessor copies of all such approvals and permits.

- (b) If any Proposed Work has the potential to cause any of the matters referred to in **Clauses 11.5(a)(ii)A to 11.5(a)(ii)C** (inclusive), the Lessee must not carry out the Proposed Work without the consent of the Lessor, which may not be unreasonably withheld.
- (c) In seeking the Lessor's consent in accordance with **Clause 11.5(b)**, the Lessee must submit plans and specifications of the Proposed Work for the approval of the Lessor together with a list of the Persons (if any) from or to whom the Lessee proposes to call a tender or award a contract for the Proposed Work.
- (d) The Lessor may give consent subject to the Lessee satisfying the following requirements:
 - (i) any Proposed Work must be supervised by a Person approved by the Lessor;
 - (ii) any Proposed Work must be executed promptly and continuously in a proper and workmanlike manner in accordance with all Laws and Requirements;
 - (iii) the Lessee must pay on demand all Costs incurred by the Lessor in considering or inspecting the Proposed Work and its supervision, including the reasonable fees of architects, engineers or other building consultants reasonably engaged by or on behalf of the Lessor;
 - (iv) the Lessee must obtain and keep current and comply with all necessary approvals or permits from all Authorities necessary to enable any Proposed Work to be lawfully effected, and must on request by the Lessor produce for inspection by the Lessor copies of all such approvals and permits; and
 - (v) on completion of the Proposed Work the Lessee must immediately obtain and produce to the Lessor, any unconditional certificates of compliance or of satisfactory completion issued by relevant Authorities and, a certificate by a consultant approved by the Lessor that the Proposed Work has been carried out in accordance with the plans and specifications approved by the Lessor.

11.6 Notice to the Lessor of damage, accident etc

The Lessee must immediately give Notice to the Lessor of any:

- (a) material damage however caused, accident to or defects in the Premises or the Services;
- (b) circumstances likely to cause any damage or injury occurring within the Premises of which the Lessee has actual or constructive notice;
- (c) fault in the Services; or
- (d) Notice from any Authority.

12. Assignment and Subletting

12.1 No Disposal of Lessee's interest

Except as provided in **Clause 12.2**, the Lessee must not:

- (a) assign, transfer, part with or share the possession of or otherwise dispose of the Lessee's estate or interest in the Land or any part of the Land or the Premises or this Lease; or
- (b) declare itself trustee of the Land or any part of the Land or of any legal or equitable estate or interest in the Land or the Premises.

12.2 Operator of Premises

- (a) The Lessor acknowledges that the Lessee may engage an Operator or Operators to manage and operate the Premises and the Lessee or the Operator or Operators may enter into arrangements with other service providers for the operation of the Premises.
- (b) The Lessee may grant a sub-lease, or licence (as applicable) to occupy and use a part of the Premises on terms considered reasonably acceptable by the Lessee to any service provider who provides goods or services at the Premises.

12.3 S.144 excluded

Section 144 of the *Property Law Act 1958* (Vic) does not apply to this Lease.

13. Insurance and Indemnities

13.1 Insurances to be taken out by Lessee

The Lessee must effect and maintain, or procure that the First Owners Corporation effects and maintains, at the Lessee's Cost:

- (a) a standard public liability insurance policy endorsed to extend the indemnity under the policy to include the Lessee's liability under **Clause 13.5**. The policy must:
 - (i) be for an amount of not less than the Insured Sum or such higher amount as the Lessor may reasonably require in respect of any single occurrence; and
 - (ii) be on terms that the insurer waives all rights of subrogation against the Lessor;
- (b) insurance for all Improvements and all Lessee's property for their full replacement value; and
- (c) any other insurance reasonably required by the Lessor.

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13.2 Lessee's insurance obligations

The Lessee must:

- (a) ensure that all policies of insurance effected by the Lessee or the First Owners Corporation pursuant to this Clause are taken out with an insurance office or company authorised by the Australian Prudential Regulation Authority to conduct new or renewal insurance business in Australia including policies underwritten by Lloyd's of London or otherwise approved by the Lessor;
- (b) by 30 July in each year of the Term produce to the Lessor a certificate of currency; and
- (c) pay all premiums and other money payable in respect of the insurance policies when they become due and payable.

13.3 Non vitiation of policies

The Lessee must not do anything in, to or on the Premises and must use its best endeavours not to allow anything to be done which may vitiate or render void or voidable any insurances taken out by the Lessee or the First Owners Corporation or any condition of any insurance taken out by the Lessor of which the Lessee has been made aware in respect of the Premises or any property in or on it.

13.4 Exclusion of the Lessor's liability

- (a) In the absence of any gross negligence or deliberate act or omission or material breach of this Lease by the Lessor or the Lessor's Employees, the Lessee acknowledges that the Land and all property which may be in or on the Premises will be at the sole risk of the Lessee and the Lessor will not be liable for any Claim that the Lessee or the Lessee's Employees or any Person claiming by, through or under the Lessee may incur or make or any which arises from:
 - (i) any fault in the construction or state of repair of the Premises or any part of it; or
 - (ii) the collapse of the Premises irrespective of the cause; or
 - (iii) any defect in any Services; or
 - (iv) the flow, overflow, leakage, condensation or breakdown of any water, air conditioning, gas, oil or other sources of energy or fuel, whether from the roof, walls, gutter, downpipes or other parts of the Premises.
- (b) In the absence of any gross negligence or deliberate act or omission or material breach of this Lease by the Lessor, the Lessee agrees that the Lessor will not be responsible for and releases the Lessor and the Lessor's Employees from liability in respect of any:

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- (i) Claim relating to any property of the Lessee or any other Person in or on the Premises or any part of it however occurring; or
- (ii) death, damage or injury to any Person or property in on or under the Premises or on any land near it suffered as a direct consequence of the construction, operation, presence or maintenance of the Premises and including, without limitation, damage or injury to any person or property resulting from any collision with or the collapse of the Premises.

13.5 Indemnities

In the absence of any gross negligence or deliberate act or omission or material breach of this Lease by the Lessor and despite:

- (a) any Claims having resulted from anything which the Lessee may be authorised or obliged to do under this Lease; and/or
- (b) at any time any waiver or other indulgence having been given to the Lessee in respect of any obligation of the Lessee under this Clause,

the Lessee will indemnify and keep indemnified the Lessor and the Lessor's Employees from and against all Claims for which any of them will or may be or become liable, during or after the Term, in respect of or arising from:

- (c) any cause whatever in respect of damage or injury to the Premises, to any property or to any Person or the death of any Person inside or outside the Premises caused or contributed to by any neglect or default of the Lessee or the Lessee's Employees under this Lease or by the use of the Premises by the Lessee or by the Lessee's Employees including, without limitation, injury or death to any Person or property resulting from any collision with or collapse of the Premises;
- (d) the negligent or careless use or neglect of the Services and facilities of the Premises by the Lessee or the Lessee's Employees or any other Person claiming through or under the Lessee or of any trespasser while such trespasser is in or on the Premises caused or contributed to by any default or negligent act or omission of the Lessee;
- (e) overflow or leakage of water (including rain water) or from any Services whether originating inside or outside the Premises caused or contributed to by any act or omission on the part of the Lessee or the Lessee's Employees or other Person claiming through or under the Lessee;
- (f) failure of the Lessee to give Notice to the Lessor of any defect in any of the mechanical or any other Services in the Premises within a reasonable time of the Lessee becoming aware of it;
- (g) damage to plate, float and other glass caused or contributed to by any act or omission on the part of the Lessee or the Lessee's Employees; and

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(h) any breach of this Lease by the Lessee.

14. Damage and Destruction

14.1 Lessee to reinstate Improvements

If the Improvements or any part of them are at any time damaged or destroyed by any disabling cause then the Lessee must expeditiously reinstate the Improvements and make them fit for the occupation and use by the Lessee as if it was Proposed Work.

14.2 Obligation to reinstate is absolute

The Lessee's obligation under **Clause 14.1** to reinstate the Improvements applies irrespective of how the damage and destruction occurred and irrespective of whether any policy of insurance effected for the Premises is avoided or payment refused or reduced.

14.3 Rent and Rates and Taxes

The Lessee must continue to pay the Rent and the Rates and Taxes even if the Improvements are destroyed or damaged.

15. Lessor's Covenants

15.1 Quiet Enjoyment

If the Lessee pays the Rent and observes and performs in a timely fashion the covenants and conditions on its part contained in this Lease, the Lessee may occupy and enjoy the Land during the Term without any interruption by the Lessor or by any Person claiming through the Lessor except as provided in this Lease.

15.2 Provision of Fixtures Fittings and Equipment

- (a) Despite anything else in this Lease, the Lessor may, by agreement with the Lessee, but is not obliged to:
- (i) provide and/or install Fixtures, Fittings and Equipment necessary for the operation and management of the Land and Improvements for the Permitted Use, including but not limited to gymnasium equipment and furniture; and
 - (ii) incorporate energy efficiency measures into the design and construction of the Improvements.

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15.3 Approvals for Use

The Lessor must obtain all consents or approvals from all Authorities which from time to time are necessary or appropriate for the Permitted Use.

16. Fees

16.1 Lessor to pay Fees

- (a) In consideration of the Lessee:
- (i) agreeing to maintain, or procure maintenance of the Land in accordance with the terms of this Lease; and
 - (ii) making membership of the Lessee available to owners and residents of lots within Plan of Subdivision 821033G, in accordance with **Clause 9.2(b)**,

the Lessor must pay to the Lessee during the period between the Commencement Date and the end of the Term, an amount equal to the aggregate of:

$$A \times B$$

where in each year (or part thereof) during the Term:

A is the amount equal to the annual subscription fee payable by an Owner Member of the Lessee under the constitution of the Lessee for that year (or part thereof); and

B is the number of residential allotments on Plan of Subdivision 821033G for that year (or part thereof).

- (b) Subject to **Clause 16.1(c)**, the payment required under **Clause 16.1(a)** must be made by the Lessor within thirty (30) days of the Lessor receiving a written demand from the Lessee to do so.
- (c) The Lessee may make demands for partial payment of the amount due under **Clause 16.1(a)** but must not make a demand for any payment:
- (i) less than three (3) months after the immediately preceding demand; or
 - (ii) if the amount demanded, when aggregated with any amount previously paid by the Lessor under **Clause 16.1(a)**, exceeds the aggregate of:

$$C \times D$$

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where in each year (or part thereof) in the period from the Commencement Date until the date the demand is made:

C is the amount equal to the annual subscription fee payable by an Owner Member of the Lessee under the constitution of the Lessee for that year (or part thereof); and

D is the number of residential allotments on Plan of Subdivision 821033G for that year (or part thereof).

- (d) In addition to the payment required in **Clause 16.1(a)**, in consideration of the Lessee agreeing to maintain, or procure maintenance of:
- (i) any landscaping on the land within Plan of Subdivision No. 821033G for which the Lessor is responsible at the request and cost of the Lessor; and
 - (ii) any entrance feature constructed or to be constructed at any of the entrances to the Coridale Project Land at the request and cost of the Lessor,

the Lessor must pay to the Lessee the reasonable cost of such maintenance within 30 days of receiving a written demand to do so.

16.2 Lessee may seek contribution to Fees

- (a) The Lessee may seek to minimise the annual subscription fee payable by an Owner Member of the Lessee under the constitution of the Lessee by entering into an agreements or agreements with Owners Corporations pursuant to which the Lessee agrees to make membership of the Lessee available to owners and residents of certain lots affected by those Owners Corporations, subject to those Owners Corporations agreeing to pay to the Lessee an amount equal to the aggregate of:

E x F

where in each year (or part thereof) during the Term:

E is the amount equal to the annual subscription fee payable by an Owner Member of the Lessee under the constitution of the Lessee for that year (or part thereof); and

F is the number of residential allotments affected by the relevant Owners Corporation for that year (or part thereof) in respect of which membership of the Lessee is made available.

- (b) The Lessee may in any agreement with an Owners Corporation also agree to maintain, or procure maintenance of:

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- (i) any landscaping for which that Owners Corporation is responsible at the request and cost of that Owners Corporation; and
- (ii) any entrance feature constructed or to be constructed at any of the entrances to any land for which that Owners Corporation is responsible at the request and cost of that Owners Corporation,

to enable potential cost efficiencies, subject to that Owners Corporation agreeing to pay to the Lessee the reasonable cost of such maintenance within 30 days of receiving a written demand to do so.

16.3 Exclusion of Owners Corporation Members

- (a) The Lessee may exclude any member of an Owners Corporation and/or their nominees, guests and/or Residents of the lot or lots owned by that member from accessing the Land and Improvements if the Lessor or the relevant owners corporation manager has notified the Lessee that the relevant Owners Corporation member has not paid their Owners Corporation fees.
- (b) Nothing in **Clause 16.3(a)** affects the primary obligation of the Lessor to pay fees to the Lessee in accordance with **Clause 16.1**.

16.4 Fees to be paid even if Land not Common Property

The Lessor must pay the fees in accordance with **Clause 16.1** irrespective of whether the Land (whether in whole or in part) has vested in the Lessor on the date on which the construction of the Improvements is complete.

17. Termination and Default

17.1 Events of Default

The following are Events of Default:

- (a) if the Rent payable under this Lease is not paid within 60 days of demand;
- (b) if any other money payable by the Lessee under this Lease is not paid within 60 days of the due date for payment or demand by the Lessor, whichever is later;
- (c) if the Lessee at any time fails to perform or observe any Essential Term under **Clause 17.8** of this Lease and the Lessee fails to remedy such failure within 60 days (or such longer period of time as is reasonable in the circumstances) of being given Notice of it;
- (d) if the Lessee is a company then if the Lessee:
 - (i) enters into any compromise or arrangement with any of its creditors; or

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- (ii) has a receiver or receiver and manager or administrator or controller appointed of any of its assets; or
 - (iii) is wound up or dissolved; or
 - (iv) has a resolution of the directors passed that in their opinion the company can no longer continue its business; or
 - (v) calls a meeting of its creditors pursuant to the *Corporations Act 2001*; or
 - (vi) is placed under official management or if the members determine to convene a meeting of creditors for the purpose of placing the company under official management; or
 - (vii) makes an assignment for the benefit of or enters into an arrangement or composition or a moratorium whether formal or informal with its creditors or financiers; or
 - (viii) has a provisional liquidator or a liquidator by any means appointed; and
- (e) if any execution exceeding fifty thousand dollars is issued, levied or enforced against the Lessee or on any of the assets of the Lessee unless such execution is fully paid or satisfied within seven days from the date of the issue, levy or enforcement, or appropriate legal proceedings to invalidate the execution are taken within seven days of the issue, levy or enforcement.

17.2 Service of Default Notice

If an Event of Default occurs, the Lessor must give the Lessee a Default Notice containing details of the Event of Default that has occurred.

17.3 Cure Period

Upon receipt of a Default Notice, the Lessee must cure the default referred to in the Default Notice within the Cure Period.

17.4 Extension to Cure Period

- (a) If the Lessee requires an extension to the Cure Period it must, as soon as possible (but no later than the expiration of the current Cure Period), give to the Lessor:
 - (i) a Cure Plan; and
 - (ii) evidence that the Lessee has diligently pursued and is continuing to diligently pursue a cure but that the default cannot, with reasonable diligence, be cured within the current Cure Period.

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- (b) The Lessor must not unreasonably refuse to grant an extension of the Cure Period where the Lessee has satisfied the requirements of this **Clause 17.4**.
- (c) If the Lessor grants an extension, the Lessee must comply with the Cure Plan.

17.5 Failure to Remedy Default

If, after service of a Default Notice in accordance with **Clause 17.2**, the Lessee fails to remedy the default within the Cure Period, the Lessor may:

- (a) remedy at any time without further notice the default and recover all reasonable Costs incurred (including legal costs and expenses) in doing so from the Lessee as a liquidated debt on demand; or
- (b) re-enter into and upon the Land or any part of it in the name of the whole and terminate this Lease, in which case any such re-entry will be without prejudice to any other Claim which the Lessor has or may have against the Lessee or any other Person at any time.

17.6 Waiver

- (a) The Lessor's failure to take advantage of any default or breach of covenant by the Lessee will not be or be construed as a waiver of it, nor will any custom or practice which may grow up between any of the Parties in the course of administering this Lease be construed to waive or to lessen the right of the Lessor to insist upon the timely performance or observance by the Lessee of any covenant or condition of this Lease or to exercise any rights given to the Lessor in respect of any such default.
- (b) A waiver by the Lessor of a particular breach is not deemed to be a waiver of the same or any other subsequent breach or default.
- (c) The demand by the Lessor for, or subsequent acceptance by or on behalf of the Lessor of, Rent or any other money payable under this Lease will not constitute a waiver of any earlier breach by the Lessee of any covenant or condition of this Lease, other than the failure of the Lessee to make the particular payment or payments of Rent or other moneys so accepted, regardless of the Lessor's knowledge of any earlier breach at the time of acceptance of such Rent or other moneys.

17.7 Tender after determination

If the Lessor accepts money from the Lessee after the Lessor ends this Lease the Lessor may (in the absence of any express election of the Lessor) apply it:

- (a) first, on account of any Rent and other moneys accrued and due under this Lease but unpaid at the date the Lease is ended; and
- (b) secondly, on account of the Lessor's Costs of re-entry.

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17.8 Essential terms

The Lessor and the Lessee agree that each of the following covenants by the Lessee are essential terms of this Lease:

- (a) to pay the Rent, if demanded;
- (b) to pay any all other monies payable under this Lease;
- (c) to keep the Premises open for use;
- (d) to carry on the Permitted Use;
- (e) to comply with Laws and Requirements;
- (f) subject to this Lease, to repair and maintain and, if necessary, demolish and reinstate the Improvements;
- (g) to take out and keep current those insurances required to be taken out by the Lessee;
- (h) to reinstate the Improvements in the event of damage or destruction;
- (i) not to dispose of the Lessee's interest in this Lease except as provided in **Clause 12**; and
- (j) to pay or reimburse Rates and Taxes.

17.9 Damages for Breach

The Lessee covenants to compensate the Lessor for any breach of an essential term of this Lease. The Lessor may recover damages from the Lessee for such breaches. The Lessor's entitlement under this Clause is in addition to any other remedy or entitlement to which the Lessor is entitled (including to terminate this Lease).

17.10 Repudiation by Lessee

- (a) The Lessee covenants to compensate the Lessor for any loss or damage suffered by reason of the Lessee's conduct (whether acts or omissions):
 - (i) constituting a repudiation of this Lease or of the Lessee's obligations under this Lease; or
 - (ii) breaching any Lease covenants.
- (b) The Lessor may recover damages against the Lessee in respect of repudiation or breach of covenant for the loss or damage suffered by the Lessor during the entire term of this Lease.

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17.11 Acts not to constitute forfeiture

The Lessor's entitlement to recover damages shall not be affected or limited if any of the following events occur:

- (a) the Lessee abandons or vacates the Land; or
- (b) the Lessor elects to re-enter the Land or to terminate the Lease; or
- (c) the Lessor accepts the Lessee's repudiation; or
- (d) the Parties' conduct (or that of any of their servants or agents) constitutes a surrender by operation of law.

17.12 Mitigation

Nothing in this Clause will operate to relieve the Lessor of any obligation which would otherwise apply to mitigate any loss or damage suffered by the Lessor.

18. Miscellaneous

18.1 Notices

- (a) Any Notice served or given by either Party pursuant to this Lease will be valid and effectual if signed by either Party or by any director, alternate director, secretary, executive officer, attorney, managing agent, Authorised Officer or solicitors for the time being of that Party or any other Person nominated from time to time by that Party.
- (b) Each Party must immediately provide the other Party with a Notice containing full particulars of the address and facsimile information of the Party giving the Notice and must update such notice in the event of any change.
- (c) Any Notice required to be served or which the Lessor may elect to serve on the Lessee shall be sufficiently served if:
 - (i) served personally;
 - (ii) sent by facsimile transmission; or
 - (iii) forwarded by prepaid security post to the Lessee at its address in this Lease.
- (d) Any Notice required to be served on the Lessor shall be sufficiently served if:
 - (i) served personally;
 - (ii) sent by facsimile transmission;

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- (iii) forwarded by prepaid security post addressed to the Lessor at the Lessor's address stated in this lease.

All such Notices must be addressed to the Lessor at that address or at such other address as the Lessor from time to time nominates.

- (e) Any Notice is deemed to have been duly served if given:
 - (i) by post, two Business Days after the day it was posted;
 - (ii) by facsimile, at the time of transmission to the Party's facsimile number unless the time of dispatch is later than 5.00pm at the place to which the facsimile transmission is sent in which case it shall be deemed to have been received at the commencement of business on the next Business Day in that place. A copy of any Notice sent by facsimile transmission must also on the date of dispatch be sent by mail to the Party to whom it was sent by facsimile transmission;
 - (iii) personally, on the date of service.

18.2 Overholding

If the Lessee continues in occupation of the Land after the Term has expired without objection by the Lessor:

- (a) the Lessee will be deemed a Lessee on the terms of this Lease from month to month at a rent to be agreed and failing agreement at a rent to be determined by a Valuer acting as an expert and not as an arbitrator and his costs must be paid equally by the Parties; and
- (b) either Party may end the Lease by giving to the other Party at any time one month's Notice.

18.3 Set Off

If the Lessee defaults in the payment of the Rent, the Rates and Taxes or any other money payable under this Lease to the Lessor or any Authority, the Lessor may set off that amount against any moneys which may from time to time be payable by the Lessor to the Lessee on any account whatsoever but any set off will not relieve the Lessee from its default for any non payment of the Rent, the Rates and Taxes or other moneys under this Lease.

18.4 Easements

The Lessor may grant rights of support and enter into any arrangement or agreement with any party with an interest in any adjacent land or with any Authority as the Lessor thinks fit for the purpose of:

- (a) public or private access to the Land; or

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- (b) support structures erected on adjoining land;
- (c) the provision of Services.

The Lessor must not exercise any rights under this Clause if it substantially and permanently derogates from the enjoyment of the rights of the Lessee under this Lease.

18.5 Waiver

No waiver by one Party of a breach by or on behalf of the other Party of any obligation, provision or condition of this Lease expressed or implied shall operate as a waiver to or of any other breach of the same or any other obligation, provision or condition of this Lease expressed or implied.

19. Further Term

19.1 Option for new lease

The Lessor must grant the Lessee and the Lessee must take a new lease for the Further Term if:

- (a) the Lessee gives the Lessor a renewal Notice not more than twelve months or less than six months before the Term expires;
- (b) there is no unremedied default of which the Lessor has given the Lessee written notice; and
- (c) the Lessee does not default under this Lease after giving the Lessor the renewal Notice.

19.2 Terms of new lease

The new lease will:

- (a) commence on the day after the Term expires;
- (b) be at the same annual Rent as this Lease; and
- (c) be on the terms and conditions contained in this Lease, except there will be no provision for renewal if there are no Further Terms.

19.3 Execution of extension of lease

The Lessor and the Lessee, at the option of the Lessor, must either execute a new lease or a renewal of lease to be prepared at the direction of the Lessor and at the Lessee's Cost.

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20. Definitions and Interpretation

20.1 Definitions

In this document:

"Adjoining Land" means any land adjoining, neighbouring or developed in conjunction with the Coridale Project Land;

"Adjoining Lot" means a lot derived from any Adjoining Land:

- (a) upon which one permanent non-transportable private residence is constructed (or is to be constructed);
- (b) which is used (or is to be used) primarily for the purpose of a residence and for domestic and ancillary purposes thereto; and
- (c) which is affected by an Owners Corporation that has entered into an agreement with the Lessee in respect of that lot agreeing to contribute towards the costs of operating, repairing and maintaining the Facilities;

"Authority" includes any government, local government, statutory, public or other Person, authority, instrumentality or body having jurisdiction over the Land, the Premises or any part of it or anything in relation to it;

"Business Day" means any day (except a Saturday, Sunday or public holiday) on which banks are open for business in Melbourne, Victoria;

"Claim" includes any claim, demand, remedy, suit, injury, damage, loss, Cost, liability, action, proceeding and right of action;

"Clause" means a clause of this Lease, "sub clause" has a similar meaning and a reference to a clause followed by a number refers to the relevant clause in this Lease;

"Coridale Lot" means a lot derived from the Coridale Project Land:

- (a) upon which one permanent non-transportable private residence is constructed (or is to be constructed): and
- (b) which is used (or is to be used) primarily for the purpose of a residence and for domestic and ancillary purposes thereto;

"Coridale Project Land" means the land known as 205-245 O'Hallorans Road and 465 Windermere Road, Lara in the State of Victoria originally comprising the land described in Certificates of Title:

- (a) Volume 11570 Folio 470; and

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(b) Volume 11917 Folio 542.

"Cost" includes any cost, charge, expense, outgoing, payment or other expenditure of any nature whatever;

"Cure Period" means a period of 60 days from and including the date of service of a Default Notice including any extended period granted under **Clause 17.4**;

"Cure Plan" means a plan in writing prepared by a defaulting party to remedy any default under this Lease which:

- (a) is proposed during the Cure Period; and
- (b) details:
 - (i) if and why an extension of the Cure Period is required;
 - (ii) the time required to cure a default under this Lease; and
 - (iii) a work plan setting out each task to be undertaken and the time for each task to be completed;

"Default Notice" means a notice given in accordance with **Clause 17.2**;

"Default Rate" means the rate for the time being fixed under section 2 of the *Penalty Interest Rates Act 1983* (Vic) and if that rate ceases to be published then it means any rate substituted in its place;

"Developer" means any one or more of:

- (a) Colin William Wilks;
- (b) VW Windermere Road Pty Ltd ACN 621 584 110;
- (c) O'Hallorans Road Pty Ltd ACN 621 583 355;
- (d) any Related Body Corporate or joint venture partner of Colin William Wilks, VW Windermere Road Pty Ltd ACN 621 584 110 and/or O'Hallorans Road Pty Ltd ACN 621 583 355; and/or
- (e) any successor of Colin William Wilks, VW Windermere Road Pty Ltd ACN 621 584 110 and/or O'Hallorans Road Pty Ltd ACN 621 583 355;

"Facilities" means facilities constructed or to be constructed on the Land including, without limitation, the Residents' Clubhouse;

"First Owners Corporation" means Owners Corporation No. 1 on PS 821033G;

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"Fixtures, Fittings and Equipment" means fixtures, fittings and equipment for the daily operation and management of the Improvements on the Land including, but not limited to, all plant and equipment (mechanical or otherwise), chattels, fixtures, furniture, furnishings of whatsoever nature including window coverings, blinds and light fittings;

"Force Majeure" means acts of God, acts of government, strikes, lockouts or other industrial disturbances, blockades, wars, insurrections or riots, epidemics, landslides, fires, storms, floods, explosions or other similar causes beyond the control of a party, provided that such party has not substantially contributed to the occurrence of such acts through its own default or negligence;

"Further Term" means the further term or terms set out in **Item 2**;

"GST" means any consumption, goods and services or value added tax, by whatever name called, imposed, levied or collected by any Federal or State Government which operates at any time or times during the Term or any renewal or overholding of the Lease including, without limitation, GST as defined in the GST Act and any replacement tax;

"GST Act" means *A New System (Goods and Services Tax) Act 1999* (Cth);

"Hazardous Materials" includes any substance, material, thing, component or element which is hazardous, a contaminant or a pollutant to persons or property;

"Improvements" means all buildings, structures, fixtures, fittings, plant, equipment, partitions, signs or other material or articles and chattels of all kinds which are at any time erected or installed in or on the Land and includes the Facilities;

"Insured Sum" means the amount set out in **Item 3**;

"Item" means the relevant item in **Schedule 1** to this Lease;

"Law" includes any requirement of any statute, rule, regulation, proclamation, ordinance or local law, present or future, and whether State, Federal or otherwise;

"Lessee" means the Lessee named in this Lease and includes in the case of a:

- (a) corporation the Lessee, its successors and permitted assigns;
- (b) natural Person the Lessee, his executors, administrators and permitted assigns;

"Lessee's Employees" means each of the Lessee's employees, agents, contractors, invitees or others (whether with or without invitation), sublessees, licensees and concessionaires or others (whether expressly or impliedly) who may at any time be in or upon the Land;

"Lessor" means the Lessor named in this Lease and includes in the case of a:

- (a) corporation the Lessor, its successors and permitted assigns; and
- (b) natural Person the Lessor, his executors, administrators and permitted assigns.

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"Lessor's Employees" means each of the Lessor's employees, agents, contractors and invitees;

"Lot" means a Coridale Lot or an Adjoining Lot;

"Notice" means any notice or other written communication;

"Operator" means any person or persons appointed to manage and operate the Premises in accordance with **Clause 12.2**;

"Original Lease" means the lease from Colin William Wilks as original Lessor to the Lessee in respect of the Original Premises dated 28 July 2021;

"Original Premises" means the land identified as L1 on the plan attached to the Original Lease, being part of Lot S6 on PS821033G/S4 and part of the land in Certificate of Title Volume 11570 Folio 470;

"Owner Member" has the meaning given to it in the constitution of the Lessee;

"Owners Corporation" means any owners corporation created upon registration of a plan of subdivision that relates to land within the Coridale Project Land or any Adjoining Land;

"Party" means a party to this Lease;

"Permitted Use" means the permitted use of the Land set out in **Item 1**;

"Person" includes any corporation and vice versa;

"Premises" means the Land and the Improvements;

"Proposed Work" means the construction, alteration, addition, renovation, refurbishment, demolition, removal of or to any improvement on the Land but does not include the Works;

"Rates and Taxes" means all existing taxes (including land tax on a single holding basis but excluding income and capital gains taxes), duties, charges, assessments, impositions and outgoings whatsoever now or at any time imposed, charged or assessed on or against the Land or the Lessor or the Lessee or payable by the owner or occupier of the Land;

"Related Body Corporate" has the same meaning as in the *Corporations Act 2001* (Cth);

"Rent" means the annual Rent set out in and described in this lease;

"Requirement" includes any lawful Notice, order or direction received from or given by any Authority or pursuant to any Law, in writing or otherwise, and notwithstanding to whom such Requirement is addressed or directed but if not addressed to the Lessee then the Lessee must be given a copy;

"Resident" means a person:

- (a) whose principal place of residence is a Lot; and

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- (b) who resides at a Lot not less than 75% of the time in any given year (or such other period of time as the Board of the Lessee determines in its absolute discretion).

"Residents' Clubhouse" means that part of the Land used or to be used as a recreational clubhouse incorporating a café, gymnasium, pool and function room, together with all Improvements located on that part of the Land;

"Services" means all services installed or to be installed and connected to the Premises including, without limitation, gas, electricity, telephone and telecommunication, water, sewerage and drainage;

"Specifications" means the specifications relevant to the Improvements contained in **Annexure A**;

"Supply" means the supply of any good, service or thing by either Party under this Lease.

"Term" means the term of this Lease.

"this Lease" or **"the Lease"** means this lease and includes all schedules, appendices, attachments, plans and specifications, annexures and exhibits to it;

"Valuer" means a person holding the qualifications or experience specified under section 13DA(1A) of the *Valuation of Land Act 1960* (Vic); and

"Works" means the works to be undertaken by or on behalf of the Lessor in accordance with this Lease.

20.2 Interpretation

- (a) The singular includes the plural and vice versa.
- (b) A gender includes all genders.
- (c) An obligation imposed by this Lease on more than one Person binds them jointly and severally.
- (d) Every covenant by the Lessee includes a covenant by the Lessee to procure compliance with the covenant by each of the Lessee's Employees.
- (e) A reference to legislation includes a modification or re enactment of it, a legislative provision substituted for it or amendment of it and a regulation, rule or statutory instrument issued under it.
- (f) This Lease must be interpreted so that it complies with all Laws applicable in Victoria. Any provision must be read down so as to give it as much effect as possible. If it is not possible to give a provision any effect at all, then it must be severed from the rest of the Lease. If any provision or part of it cannot be so read down, such provision or part shall be deemed to be void and severable and the remaining provisions of this Lease shall not in any way be affected or impaired.

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- (g) Unless otherwise stated, no provision of this Lease limits the effect of any other provision of this Lease. "Including" and similar expressions are not and must not be treated as words of limitation.
- (h) A reference to the Land, Premises or any thing includes the whole and each part of it.
- (i) The Lessor and the Lessee agree that:
 - (i) the terms contained in this Lease constitute the whole of the agreement in respect of the Land and Premises between the Lessor and the Lessee and all previous negotiations and agreements are negated;
 - (ii) no further terms are to be implied or arise between the Lessor and the Lessee by way of collateral or other agreement made by or on behalf of the Lessor or by or on behalf of the Lessee on or before or after the execution of this Lease, and any implication or collateral or other agreement is excluded and negated;
 - (iii) no information, representation or warranty by the Lessor or the Lessor's agents was supplied or made with the intention or knowledge that it would be relied on by the Lessee in entering into this Lease; and
 - (iv) no information, representation or warranty has been relied on by the Lessee in entering into this Lease.
- (j) Headings and the index to this Lease are for guidance only and do not affect the interpretation of this Lease.
- (k) If a reference is made to any Person, body or Authority and that person, body or Authority has ceased to exist, then the reference is deemed to be a reference to the Person, body or Authority that then serves substantially the same or equivalent objects as the Person, body or Authority that has ceased to exist.
- (l) Reference to the President of a Person, body or Authority must, in the absence of a President, be read as a reference to the senior officer or equivalent employee for the time being of the Person, body or Authority or such other Person fulfilling the duties of President.
- (m) A reference to "writing" or "written" and any words of similar import include printing, typing, lithography and any other means of reproducing characters in tangible and visible form, including any communication effected through any electronic medium if such communication is subsequently capable of reproduction in tangible or visible form.
- (n) A reference to "corporation" and any other words or expressions used or defined in the *Corporations Act 2001* (Cth), unless the context otherwise requires, has the same meaning that is given to them in the *Corporations Act 2001* (Cth).
- (o) This Lease is governed by Victorian law. The Parties irrevocably submit to the non-exclusive jurisdiction of the courts of that State and courts of appeal from them. Except as

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expressly agreed in writing by both Parties or for an action required at a federal level, each Party waives any right it has to object to an action being brought in any court outside Victoria including, without limitation, by claiming that the action has been brought in an inconvenient forum or that those courts do not have jurisdiction.

- (p) If the day or last day for doing anything or on which an entitlement is due to arise is not a Business Day, the day or last day for doing the thing or date on which the entitlement arises for the purposes of this Lease shall be the next Business Day.
- (q) Each provision of this Lease continues to have full force and effect until it is satisfied or completed.
- (r) Where a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- (s) "Includes" in any form is not a word of limitation.
- (t) A reference to an agreement or a document is to that agreement or document as amended, novated, supplemented, varied or replaced from time to time except to the extent prohibited by this Lease.

20.3 The Lessor's Powers

- (a) The Lessor may appoint any person as the Lessor's delegate to exercise all powers conferred by this Lease on the Lessor expressly including the power to give any consent or approval pursuant to this Lease.
- (b) The Lessor may change the appointment at any time.

Lease
Section 66(1) Transfer of Land Act 1958

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Schedule 1

ITEM

1. **PERMITTED USE:** A recreational clubhouse and associated facilities including, but not limited to, a café, gymnasium, pool and function room
2. **FURTHER TERM:** One Further Term of 99 years
3. **INSURED SUM:** \$20 million dollars or such increased sum as may reasonably be required by the Lessor from time to time
4. **PAYMENT ADDRESS:** Level 4, 6 Riverside Quay, Southbank, Victoria 3006

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Annexure A - Minimum specification for Improvements/Facilities

RESIDENTS' CLUBHOUSE

An architecturally designed Residents' Clubhouse which includes the following key features:

- Café
- Gymnasium
- Pool
- Function room

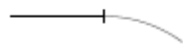
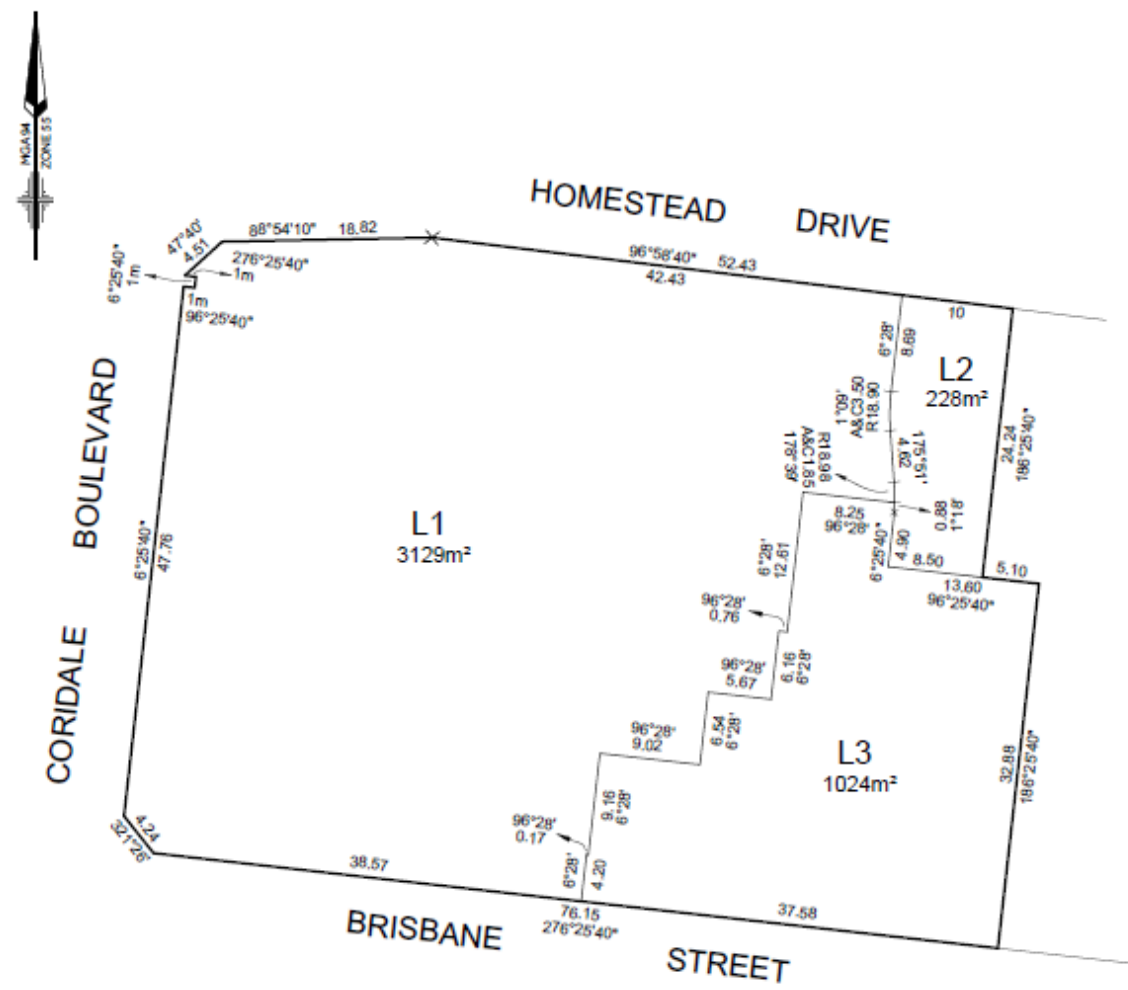

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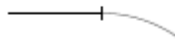
Annexure B - Plan of Area Leased

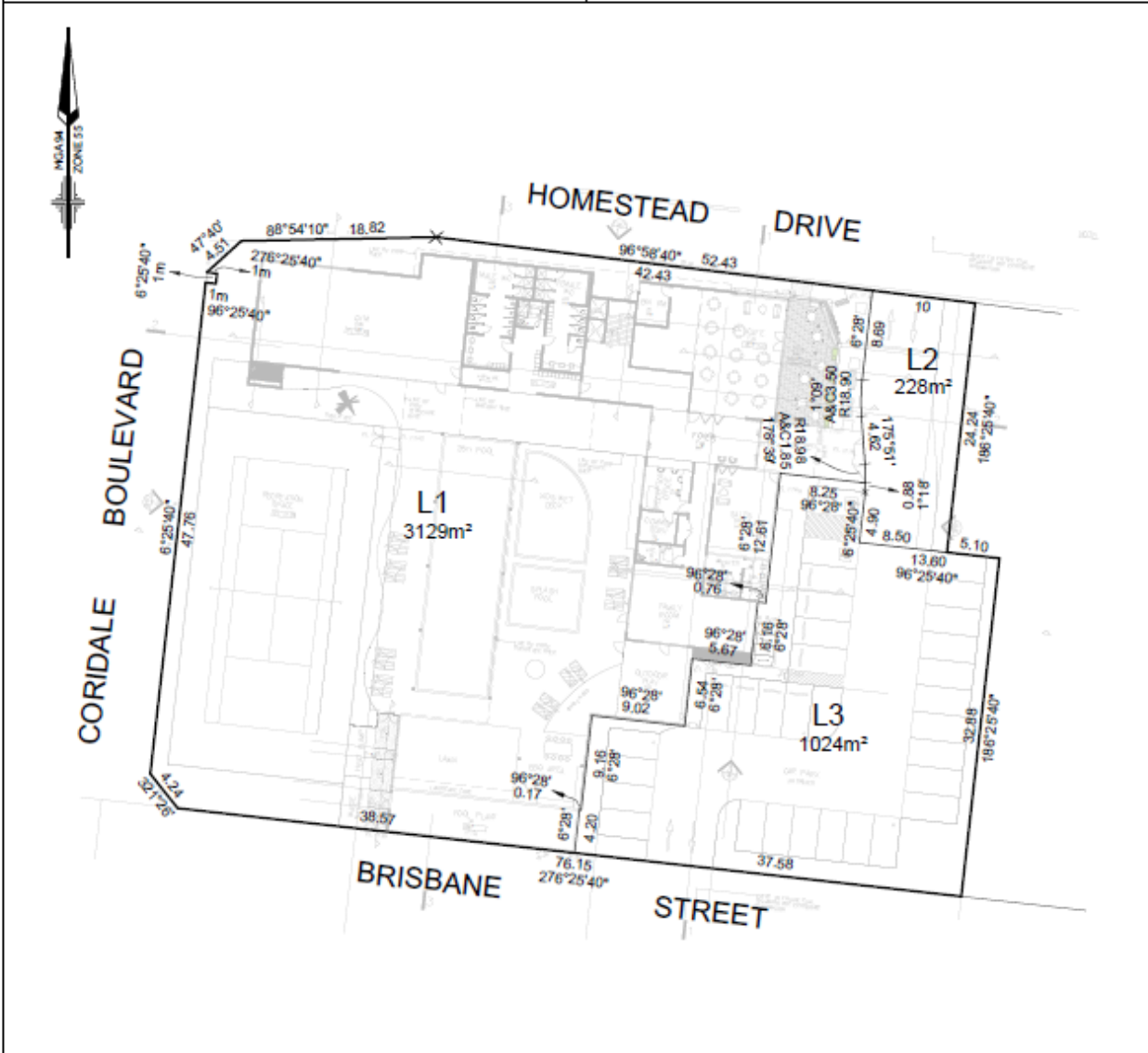
The information from this form is collected under statutory authority and is used for the purpose of maintaining publicly searchable registers and indexes.

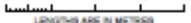

PLAN FOR CREATION OF LICENSE		
LOCATION OF LAND		NOTATIONS
<p>PARISH: MORANGHURK</p> <p>TOWNSHIP:</p> <p>SECTION:</p> <p>CROWN ALLOTMENT:</p> <p>CROWN PORTION: 163 (PART)</p> <p>LAST PLAN REFERENCE: COMMON PROPERTY No.1 ON PS821033G</p> <p>TITLE REFERENCE: VOL 12591 FOL 459</p>	<p><u>LICENSE PARCEL CREATED ON THIS PLAN:</u></p> <p>PARCEL L2 & L3</p> <p>PARCEL L1 HAS BEEN SHOWN ON THIS PLAN.</p> <p>TANGENT POINTS ARE SHOWN THUS: </p> <p>TITLE BOUNDARIES HAVE BEEN DERIVED FROM PS821033G.</p>	
		
<p>SCALE: 1:400</p> <p>0 4 8 12 16 LENGTHS ARE IN METRES</p>	<p>ORIGINAL SHEET SIZE: A3 SHEET 1 OF 1</p>	
<p>DATE: 01/03/26 DRAWING: LE02AD</p> <p>REFERENCE: AA0047 DRAWN BY: AR</p>		
 <p>Lyssna Group Pty Ltd ABN 18 616 011 191 Tel: +61 3 9516 6899 PO Box 1098, South Melbourne 3205 Level 4, 4 Ross Place, South Melbourne 3205 Australia</p>		

The information from this form is collected under statutory authority and is used for the purpose of maintaining publicly searchable registers and indexes.

PLAN FOR CREATION OF LICENSE

LOCATION OF LAND	NOTATIONS
<p>PARISH: MORANGHURK TOWNSHIP: SECTION: CROWN ALLOTMENT: CROWN PORTION: 163 (PART) LAST PLAN REFERENCE: COMMON PROPERTY No.1 ON PS821033G TITLE REFERENCE: VOL 12591 FOL 459</p>	<p><u>LICENSE PARCEL CREATED ON THIS PLAN:</u> PARCEL L2 & L3 PARCEL L1 HAS BEEN SHOWN ON THIS PLAN. TANGENT POINTS ARE SHOWN THUS:  TITLE BOUNDARIES HAVE BEEN DERIVED FROM PS821033G.</p>



<p>SCALE: 1:400  LENGTHS ARE IN METRES</p>	<p>ORIGINAL SHEET SIZE: A3 SHEET 1 OF 1</p>
<p>DATE: 01/03/26 REFERENCE: AA0047</p>	<p>DRAWING: LE02AD DRAWN BY: AR</p>
<p> Lyssna Group Pty Ltd ABN 38 616 811 391 Tel: +61 3 9516 6899 PO Box 1098, South Melbourne 3205 Level 4, 4 Ross Place, South Melbourne 3205 Australia</p>	

Lease
Section 66(1) Transfer of Land Act 1958

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Dated this _____ date of _____ 2026.

Executed by **Owners Corporation No. 1 PS821033G** by being signed by the following lot owners:

Signature of lot owner who confirms that they are a lot owner

Signature of lot owner who confirms that they are a lot owner

Full name of lot owner

Full name of lot owner

Address of lot owner

Address of lot owner

Executed by **Club Coridale Limited ACN 650 145 609** in accordance with section 127 of the Corporations Act 2001 (Cth):

Signature of director

Signature of company secretary/director

Full name of director

Full name of company secretary/director

Owners Corporation Proxy

Schedule 1, Regulation 8, Owners Corporations Regulations 2018

Owners corporation plan number	PS821033G1
--------------------------------	------------

Under regulation 8 of the Owners Corporations Regulations 2018, I/We

Name(s) of lot owners

--

of (address)

--

being the owner(s) of lot(s), lot number(s)

--

Authorise

Name of person

--

of (address)

--

As my/our proxy:

A	<input type="checkbox"/>	to attend, speak and vote in person on my/our behalf until (insert date until which proxy authorisation will be valid, up to a maximum period of 12 months)	<input type="checkbox"/>
---	--------------------------	---	--------------------------

or

<input type="checkbox"/>	to attend, speak and vote in person on my/our behalf at the annual or special general meeting of the owners corporation to be held on (insert date)	<input type="checkbox"/>
--------------------------	---	--------------------------

or

<input type="checkbox"/>	to vote for me/us and on my/our behalf at the ballot having a closing date of (insert date)	<input type="checkbox"/>
--------------------------	---	--------------------------

or

I/We direct the proxy to vote in relation to the following resolutions or matters as follows (If relevant, set out specific instructions to your proxy concerning how to vote in relation to particular resolutions or matters)

B

To represent me/us on the committee of the owners corporation

Signed by (member(s) giving proxy)	
Printed name(s)	
Date	

I confirm that I have the right to sign this proxy form on behalf of all owners of this lot.

Note:

1. If you direct your proxy to abstain, they will not vote on your behalf on a show of hands or on a poll, and your vote will not be counted towards the required majority.
2. You should check that your proxy is able to vote on your behalf. There are restrictions on the number of lot owners a proxy can vote on behalf of. Your proxy will not be able to vote on your behalf if they are acting as proxy for too many people.

Information about proxies

This section is for information only and not part of the prescribed form.

Lot owners can appoint a trusted person as their representative at meetings, to vote in ballots or represent them on the committee. This person is your "proxy".

To authorise a proxy you must use the prescribed form and deliver it to the owner's corporation secretary. If appointing a power of attorney as a proxy, you should attach a copy of the power of attorney.

Proxies automatically lapse 12 months after the form is delivered to the secretary, unless an earlier date is specified.

Proxies must act honestly and in good faith and exercise due care and diligence.

Proxies cannot transfer the proxy to another person.

A lot owner can revoke the authorisation at any time and choose to vote on a certain issue or attend a meeting.

It is illegal for someone to coerce a lot owner into making another person their proxy.

Owners corporations must keep the copy of the proxy authorisation for 12 months.

Please send through the completed proxy forms to: The Secretary, Owners Corporation Plan No: **PS 821033G**
 C/- Quantum United Management Suite 12, Level 2, 100 Overton Road Williams Landing VIC 3027 or
 Email: coridale@quantumunited.com.au