

Valuation Report

Address:

Lots 2-7 in SP13031,
being Retail Component (Shops 1-5),
68-70 Campbell Parade,
Bondi Beach NSW 2026

Under Instructions From:

Perpetual Corporate Trust Limited.

Date of Valuation:

30 August 2023

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1 Valuation Overview

1.1 Executive Summary

Instruction Details

Instructing Party:	Perpetual Corporate Trust Limited ATF Rivkin Wholesale Property Trust.
Registered Proprietor:	Perpetual Corporate Trust Limited.
Relying Party/Parties & Purpose of Valuation:	Perpetual Corporate Trust Limited ATF Rivkin Wholesale Property Trust for financial reporting purposes only.
Interest Valued:	100% freehold strata interests.
Basis of Valuation as instructed:	Market Value of the unencumbered freehold strata interest 'In One Line', subject to the existing leases.

Property Details

Parent Site Area:	714.5m ² (as per Strata Plan)
Zoning:	'E1 Local Centre' Waverley LEP 2012
Description:	Lots 2-7 within 'The Empire' a four-level, Heritage listed, strata titled building comprising ground level retail and three levels of residential units situated in a prominent position on the south-western corner of the intersection between Campbell Parade and Lamrock Avenue, with rear street frontage to Lamrock Place within the iconic beachside strip at Bondi Beach. The subject Lots provide the retail component which comprise five ground level shops which are all occupied under lease. No carparking is provided.

Valuation Details

Strata Area:	455m ² (as per Strata Plan)
Lettable Area:	425m ² (subject to Survey)
Vacancy & WALE:	Vacancy: 0% WALE: 2.0 yrs (by Area) WALE 2.1 yrs (by Income)
Valuation Methodology:	Capitalisation of Net Income and Direct Comparison (Strata Area) approaches.
Date of Inspection:	30 August 2023
Valuation Date:	30 August 2023

Income Particulars:	At Passing Rents	At Market Rents
Gross Income (p.a.):	\$711,734	\$856,203
Adopted Outgoings:	\$252,941 (\$595/m ²)	\$252,941 (\$595/m ²)
Estimated Net Income (p.a.):	\$458,793	\$603,263
Adopted Capitalisation Rate:	4.125% (sensitivity of +/- 0.125%)	
Adopted Value:	\$14,250,000 (Exclusive of GST)	
Passing Initial Yield:	3.22%	
Core Market Yield:	4.12%	
Rate/m² of Strata Area:	\$33,529/m ²	

Valuer Details:

Bill Bellew AAPI
Certified Practising Valuer
Valuer

James Burney, FAPI CPV
State Director
(Counter-signatory only)

Key Points

- The subject complex is known as 'The Empire' and comprises a four-level mixed-use retail and residential building which was originally constructed in the 1930's however has been renovated and refurbished intermittently; the complex was strata subdivided in 1978.
- Situated in an established retail precinct of Bondi Beach, the complex has three street frontages (Campbell Parade, Lamrock Avenue and Lamrock Place) and is directly opposite Bondi Beach.
- The subject Lots are fully occupied by five tenants with a gross annual rental of \$711,734 p.a. with outgoings of \$252,941 p.a. (\$595/m² and 29.5% of gross market rental), reflecting a net passing rental of \$458,793 p.a. and an income based WALE of 2.1 years. We consider that the current leases are marginally below market levels and have increased the rentals of Shops 1, 2 and 3; we have adopted a gross market rental of \$856,203 p.a.
- The adopted outgoings reflect a rate of \$595/m² of strata area which is considered to be significantly above market levels and are directly attributable to the high Strata Levies. We have sighted a Strata Report which indicates that there has been significant remedial works including a roof replacement, external wall remediation (at Lamrock Place frontage), significant plumbing upgrades and property repairs in common areas and individual units, among other works. The Report indicates the Capital Works Fund has \$328,450 as at 12 October 2023. The report also details the variety of works undertaken and the history of funds raised which indicates that there have been abnormalities in amounts levied to complete works. **Recognising the variability of the costs and noting the Strata Levies paid over 2023 were very high, and in turn impact the Market Value of the Lots, in our calculations we have averaged the last 6 years of Strata Levies, assuming that the works completed were 'one-off' items and will not be ongoing costs. Our valuation is conditional upon subsequent Strata Levies normalising and should the 2024 Strata Levies indicate a similar very high level, our valuation will require review.**
- Headline inflation has abated from the 2022 peak levels and is forecast by most economists to continue to slow over the short term. Recent pauses in the RBA's official cash rate increases have allowed some improved clarity on the look through cost of debt. Transactional evidence in most sectors continues to reflect softening yields, as the market adjusts to higher interest rates, however, there remains tangible private investor interest/capital for selected properties, particularly those perceived as 'trophy' assets or with strong perceived lease covenants. Increases to bond yields may adversely impact property yields (particularly for long-WALE assets) as the yield differential lessens. We expect further average yield expansion to occur in the latter half of 2023 which may result in downside capital movement. We strongly recommend that any party relying on this valuation seek updated valuation advice on a regular basis and/or as market conditions change.

Critical Conditions

- The valuation is conditional on the Notification to Reliance Party/Parties, disclaimers and qualifications contained in the body of this report.
 - We have adopted the advised lettable area(s) which totals 425.0m² for valuation purposes based on the provided tenancy schedule which is less than the total Strata Area of 455.0m², should a more recent survey of the tenancies reveal material area variations we reserve the right to review our valuation.
 - The various leases are registered on Title except for the variation of the Registered Lease of Shop 4, which reflects the exercise of the option over Shop 2 (Birichina Café) effective from 1 September 2022 and the renewed lease to Sansone Pty Ltd due to only being recently executed, our valuation is conditional upon this variation being executed at the terms provided and subsequently registered on Title.
 - Income and outgoings particulars adopted as provided.
 - No major sinking fund levies being outstanding or required.
 - We note that since registration of the Strata Plan in 1978, the 'paved courtyard' areas on the Strata Plan (highlighted in Section 4.2 diagram) have been enclosed and now provide internal areas which are contiguous with the internal strata area and occupied under lease, whilst we are not aware of when these works occurred, review of the Waverley Council DA tracker indicates that the tenancies that have been extended have had approved Development Applications which relate to use changes and internal works. Our valuation is conditional upon the enclosure of these areas being structurally sound and complying with strata, building, health and fire safety regulations.
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This Executive Summary forms a part of and should not be used or read independently from the complete report. Particular attention is drawn to the Qualifications, Notification to Reliance Party/Parties and Disclaimers included in this report. Liability limited by a scheme approved under Professional Standards Legislation.

1.2 Risk Analysis

Market Risk

- Prime retail location with direct street frontage to Campbell Parade or Lamrock Avenue in a high exposure location directly opposite Bondi Beach esplanade.
- Increasing amount of retail accommodation becoming available for lease with surrounding mixed use developments nearing completion, albeit with demand levels remaining stable.
- Bondi Beach is an iconic and internationally recognised tourist destination which benefits from high levels of passing pedestrian traffic and tourist trade.

Asset Risk

- The subject complex is known as 'The Empire' and comprises a Heritage listed, four-level mixed-use retail and residential building which was originally constructed in the 1930's however has been renovated and refurbished intermittently, the complex was strata subdivided in 1978.
- Situated in an established retail precinct of Bondi Beach, the complex has three street frontages (Campbell Parade, Lamrock Avenue and Lamrock Place) and is directly opposite Bondi Beach.
- The retail component being valued comprises six allotments which have been arranged to provide five distinct shops being two restaurants, a café, a juice kiosk and a real estate agency. No carparking is included.
- The subject shops provide overall very good exposure and frontages.
- According to SP13031, originally there was paved courtyards at the rear of Lots 6 & 7, these have since been enclosed and provide contiguous internal lettable area. Whilst we have not sighted an historical approved DA to reflect these works, given Waverley Council has subsequently approved Development Applications pertaining to tenancies involving these areas we consider that approval would have been provided at some stage prior to the online records and our valuation is conditional upon the enclosure of these areas being structurally sound and complying with strata, building, health and fire safety regulations.

Cash Flow Risk

- The subject Lots are fully occupied by five tenants with a gross annual rental of \$711,734 p.a. with outgoings of \$252,941 p.a. (\$595/m² and 29.5% of gross market rental), reflecting a net passing rental of \$458,793 p.a. and an income based WALE of 2.1 years. We consider that the current leases are marginally below market levels and have increased the rentals of Shops 1, 2 and 3, we have adopted a gross market rental of \$856,203 p.a.
- With a Unit Entitlement of 14/42 (0.33), use voting rights to ensure that Capital Works return to normal levels via appropriate 10 Year Capital Works Plan and competent Strata Management.
- Significant Strata Levies, any further increases to outgoings would reduce net returns even further given the lease agreements are on gross terms.
- All current lease agreements provide fixed annual income growth.
- The overall income profile/tenancy profile of the subject is perceived to provide a good overall covenant strength.

Management Risk

- The subject property appears to have historically been managed to a high standard. Given the multi-tenanted nature of the property and relative rental level, the involvement of professional management is recommended.

Buyer Profile

- We would anticipate that a sale under current market conditions existing at the date of valuation could be achieved within 6 months, however, there are initial signs emerging that purchaser depth may be declining as a result of debt pricing/interest rate movements and associated impacts which may impact a potential sale period should conditions deteriorate.

2 Qualifications

- 1 This report is prepared for the private and confidential use of the reliance party/parties named in Section 3.1 of this report, and only for the purpose outlined in Section 3.1. Any reliance, use, distribution, publication of the Report and/or any other representations made relating to the contents of the Report is restricted solely to the reliance party/parties named in this Report. No responsibility is accepted by the Valuer and Cushman & Wakefield in the event that the reliance party/parties uses, distributes, publishes and/or otherwise represents anything contained in the Report for any other purpose apart from that expressly noted. Furthermore, no responsibility is accepted by the Valuer and Cushman & Wakefield to any other parties who rely, use, distribute, publish and/or otherwise represent anything contained in the Report for any purpose. Any party that is not named as a reliance party/parties may not rely on this report for any purpose and should obtain their own valuation before acting in any way in respect of the subject property.
- 2 This valuation may not be relied upon for mortgage security purposes by any party not nominated within without the express written approval/assignment by Cushman & Wakefield. Reliance for first mortgage security purposes is also subject to any Lender's Customer Disclaimer which may be contained within this report.
- 3 The valuation specifically may not be relied upon by any party in connection with any Managed Investment Scheme (within the meaning of the Corporations Law) which:
 - a) Has as its prime or as a substantial purpose, the provision of tax benefits to investors; or
 - b) Is involved in any form of direct or indirect investment in primary production including "property used for primary production".
- 4 This clause only applies if the valuation purpose is for mortgage security purposes. This valuation is prepared on the assumption that the lender who relies on this valuation report (and no other) may rely on the valuation for first mortgage finance purposes, and the lender has complied with its own, as well as prudent finance industry lending practices, and has considered all prudent aspects of credit risk for any potential borrower, including the borrower's ability to service and repay any mortgage loan. Further, the valuation is prepared on the assumption that the lender is providing mortgage financing at a conservative and prudent loan to value ratio. This clause (Prudent Lenders Clause) only applies if the lender is not a lender regulated by the Banking Act 1959 (Cth).
- 5 Unless otherwise stated, all valuation figures stated herein are net of GST, are on a before tax basis, are before acquisition or selling expenses, and do not reflect any withholding amounts or impact upon sale proceeds that may apply under foreign investor transaction legislation (including under mortgagee sale conditions).
- 6 Reliance on this report should only be taken upon sighting an original document received by the Reliant Party directly from Cushman & Wakefield or through a Panel Management System authorised by the client and countersigned by a senior executive of Cushman & Wakefield. The counter-signatory verifies that this report is genuine and issued and endorsed by Cushman & Wakefield. The opinion of value expressed in this report, however, has been arrived at by the prime signatory acting as the Valuer. Please note that the counter-signatory has not inspected the subject property, and countersigns this report only in the capacity of authorised signatory of Cushman & Wakefield Valuation and Advisory.
- 7 This valuation is current at the date of valuation only. The timing and extent of market movements is impossible to accurately predict and we do not attempt to do so. The value assessed herein may change significantly and unexpectedly over a relatively short period as a result of general market movements, or factors specific to the particular property as identified in this report. Losses resulting from such movement in value subsequent to the date of valuation are not foreseeable and we do not accept any duty to protect your financial interests against such movements in value. Without limiting the generality of the above comment, we do not assume any responsibility or accept any liability where this value is relied upon after the expiration of 90 days from the date of the valuation, or such earlier date if you become aware of any factors that have any effect on the valuation.
- 8 In accordance with industry guidelines and requirements, Cushman & Wakefield cannot assign or confirm the original or initial valuation after the expiration of 90 days from the date of valuation. Any written assignment of the valuation by Cushman & Wakefield within this 90 day period is required to contain a statement that the valuer has not re-inspected the property nor undertaken further investigations or analysis since the original/initial valuation and accepts no responsibility for reliance upon the original/initial valuation other than as a valuation of the property at the original/initial date of valuation.

- 9 This valuation is conditional on there being no material change (including as a result of general market movements, or factors specific to the particular property) between the date of inspection, date of issue, and the date of valuation (should they differ) that would impact on the value of the subject property. Should such an event occur, the valuer should be contacted for comment prior to reliance upon the valuation.
- 10 This valuation is not intended to be used to provide financial advice, express or implied, and we confirm that the valuer and Cushman & Wakefield is not licensed to provide financial product advice under the Corporations Act 2001.
- 11 This valuation report is to be read in its entirety and in particular we draw your attention to the Notification to Reliance Party/Parties set out in the body of the report and the Critical Conditions section of the Executive Summary.
- 12 Any forecasts, including but not limited to, financial cash flow projections or terminal value calculations noted within this report are a valuation tool only undertaken for the purpose of assisting to determine the market value. No party may rely upon any financial projections or forecasts within this report on the understanding that they are undertaken for the specific purpose of determining the market value only and therefore should not be represented in any way as providing an indication of likely future profit or realisable cash flow.
- 13 In undertaking our valuation we have relied upon various financial and other information provided. Where possible, within the scope of our retainer and limited to our expertise as Valuers, we have reviewed this information including by analysis against industry standards. Based upon that review, Cushman & Wakefield has no reason to believe that the information is not fair and reasonable or that material facts have been withheld. However, Cushman & Wakefield is necessarily limited by the nature of its role and Cushman & Wakefield does not warrant that they have identified or verified all of the matters which a full audit, extensive examination or 'due diligence' investigation might disclose. For the purpose of our valuation, our valuation is conditional upon this information being correct.
- 14 Any objective information, data or calculations set out in the Valuation will be accurate so far as is reasonably expected from a qualified valuer, reflecting due skill, care and diligence.
- 15 The law of the Australian state in which a property is located will apply in every respect in relation to the valuation and the agreement with the client which shall be deemed to have been made in that state of Australia. In the event of a dispute arising in connection with a valuation, unless expressly agreed otherwise in writing by Cushman & Wakefield, the client, and any third party using the valuation, all will submit to the jurisdiction of the Australian Courts only. This will apply wherever the property or the client is located or the advice is provided.
- 16 In the event of multiple reliant parties, to the fullest extent permitted by law, the total cumulative liability of Cushman & Wakefield Valuations Pty Ltd to the Reliant Parties for all loss, damage or costs suffered or incurred by each Reliant Party for any claim made (whether in the form of an allegation, demand, suit, action or other proceeding of any kind) under or in connection with this Valuation Report, whether arising under contract (including under any warranty or indemnity), in equity, in restitution, negligence or any other tort, strict liability, under statute or otherwise at all is limited to the nominated limit under the APIV capped liability scheme or a limit as otherwise agreed in contract.
- 17 In the event of multiple reliant parties, the parties acknowledge and agree that they may use and rely on the valuation report for first mortgage purposes on the following basis:
 - (a) their interests are a joint interest under the applicable professional standards legislation, in all states and territories of Australia, and any claim by one or more of the parties will be dealt with as a single claim with the intention of joining all the reliant parties to a single claim where that claim was related to reliance for first mortgage purposes. For the avoidance of doubt, a joint interest cannot be split and are to be treated as a single claim. Only a reliant party is entitled to bring a claim for and on behalf of the multiple reliant parties.
 - (b) the interests of the reliant parties are a joint interest in a cause of action founded on the same act or omission and any claim by one or more of the reliant parties will be dealt with as a single claim including for the purpose of any applicable professional standards legislation.
- 18 The valuation is conditional upon a satisfactory Certificate issued under Section 184 of the *Strata Schemes Management Act 2015* (NSW) being available. We have not searched the records of the Owners Corporation and our valuation is conditional upon there being no outstanding debts or major repair orders and the required Maintenance Fund, Sinking Fund and insurance policies are adequate.

3 Introduction

3.1 Instructions

Instructing Party:	Perpetual Corporate Trust Limited ATF Rivkin Wholesale Property Trust.
Registered Proprietor:	Perpetual Corporate Trust Limited.
Relying Party/Parties & Purpose of Valuation:	Perpetual Corporate Trust Limited ATF Rivkin Wholesale Property Trust for financial reporting purposes only.
Interest Valued:	100% freehold strata interests.
Basis of Valuation as instructed:	Market Value of the unencumbered freehold strata interest 'In One Line', subject to the existing leases.
Date of Inspection:	30 August 2023
Date of Valuation:	30 August 2023

A copy of the Letter of Instruction is appended.

The valuation has been prepared in accordance with the Australian Property Institute's Practice Standards.

3.2 Pecuniary Interest Declaration

The valuer has no pecuniary interest in the said property, past, present or prospective, and the opinion expressed is free of any bias in this regard.

3.3 Market Value Definition

Market Value as defined by the International Valuation Standards Committee (IVSC) and endorsed by the Australian Property Institute (API) and embodied within the current Corporations Law, is as follows:

"The estimated amount for which an asset or liability should exchange on the valuation date between a willing buyer and a willing seller in an arm's length transaction, after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion."

4 Land Particulars

4.1 Location

Position / Surrounding Development

- The property is located within the established retail precinct of Bondi Beach, the complex fronts Campbell Parade, Lamrock Avenue with a rear frontage to Lamrock Place. Bondi Beach is an iconic beachside location within the Eastern Suburbs of Sydney, located some 3 kilometres east of Bondi Junction and approximately 8 kilometres east of the Sydney CBD.
- The site is prominently positioned at the 'entrance' of the main Campbell Parade retail strip along Bondi Beach, with direct views north-east over the beach, Bondi Park and Bondi Pavilion which are located directly opposite.
- The retail accommodation is situated over the ground level of a mixed-use development which includes three levels of residential accommodation above.
- The majority of surrounding development comprises established low to medium rise mixed use developments with ground level retail and upper level commercial/residential accommodation.

Road System & Access

- Campbell Parade is a main thoroughfare which carries a high volume of vehicular traffic between the eastern suburbs and Bondi Beach.
- Campbell Parade is a four lane, bitumen sealed, main thoroughfare with concrete kerb and pavement.
- Lamrock Avenue is a single lane, one-way (west to east) bitumen sealed roadway with concrete kerb, guttering, pavement and designated cycle lane.
- Lamrock Place is a one lane, one-way, (north to south) bitumen sealed service lane with concrete kerb and guttering.
- Access to the garbage room, shared amenities and storage is available from Lamrock Place. Direct access available to shops from Campbell Parade or Lamrock Avenue frontages.

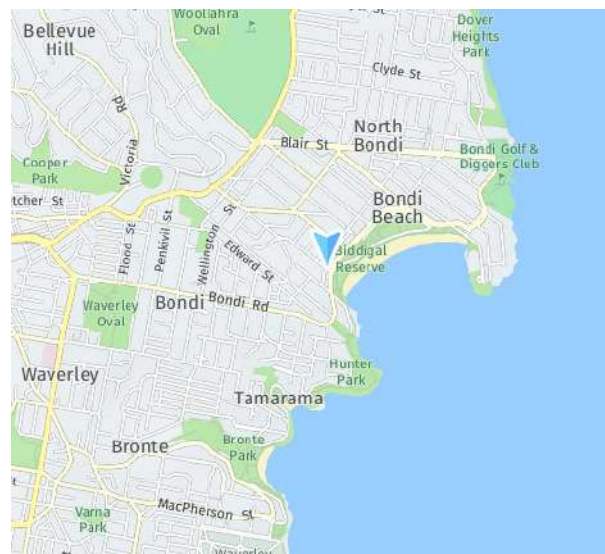
Services & Amenities

- All of the usual services of gas, electricity, water, sewer and drainage are available to the property.
- A number of bus services pass the subject along Campbell Parade.

The location of the subject property is shown below:



Source: Nearmap.com

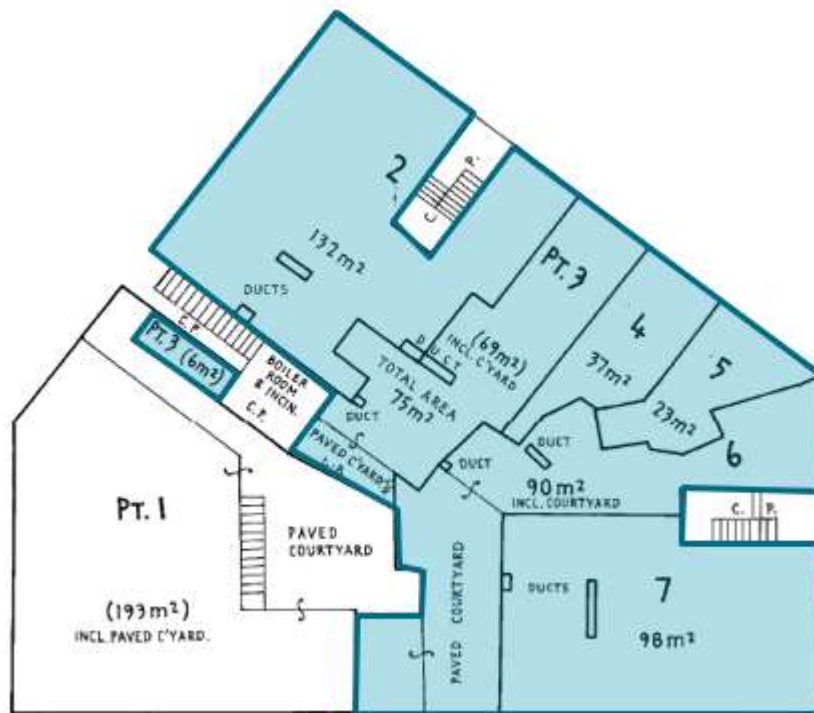


Source: Nearmap.com

4.2 Title Details & Site Description

Reference	Owner
Lots 2-7 in SP13031	Zondaro Pty Limited
Identification	
The subject strata Lots have been identified from the relevant Strata Plan and from the respective street frontages, bound by Campbell Parade, Lamrock Avenue and Lamrock Place.	
Parent Site Area & Physical Description	
The parent parcel forms a broadly regular shaped site which is bound by Campbell Parade, Lamrock Avenue and Lamrock Place. The site slopes gently from the south down to the north with the slope of Campbell Parade.	
Description	Measurements
Total Site Area	714.5 square metres (as per Strata Plan)

An extract of the Strata Plan follows.



Copies of the Certificates of Title and Strata Plan are appended.

NOTIFICATION TO RELIANCE PARTY/PARTIES: From our inspection and a comparison with the Title Plan, the improvements appear to be constructed within/to the title boundaries, however we are not qualified surveyors, and have not been provided with a site survey and therefore we cannot state conclusively that all buildings are within the title boundaries. Our valuation is conditional on there being no encroachments by the subject's improvements, or onto the subject land by adjoining properties. In the event there is an encroachment, our valuation and recommendations within may change.

4.3 Statutory Valuation Assessments

Relevant Date: 1 July 2022	Subject Complex	At UE of 14 / 42 of SP13031
Statutory Land Value:	\$14,000,000	\$4,666,667
Three Year Average:	\$12,110,000	\$4,036,667

4.4 Easements & Encumbrances

We have summarised the Folio Identifiers attached, which detail encumbrances and interests noted on the Title. Other than Reservations and Conditions in the Crown Grant(s), notations of significance include:

- Mortgage to Westpac Banking Corporation (All Lots).
- Lease to Nicola Sansone of Lock Up Shop, 10 Lamrock Avenue (Lot 2).
- Lease to MRJ Lamrock Pty Ltd of Shop 8 (Lot 2).
- Lease to Little Real Estate (VIC & NSW) Pty Ltd of Suite 1, Ground Floor, 2-6 Lamrock Avenue (Lots 3-6).
- Lease to Ikaria Collective Pty Limited of Lockup Shop, 70A & 70B Campbell Parade (Lot 6).
- Lease to Boost Juice Pty Ltd of Lockup Shop, 70C Campbell Parade (Lot 6).

The various leases are registered on Title except for the variation of the Registered Lease of Shop 4, which reflects the exercise of the option over Shop 2 (Birichina Café) effective from 1 September 2022 and the renewed lease to Sansone Pty Ltd due to only being recently executed, our valuation is conditional upon this variation being executed at the terms provided and subsequently registered on Title.

NOTIFICATION TO RELIANCE PARTY/PARTIES: *Although our title search (attached) does not show any unregistered dealings, it is noted that not all encumbrances may be recorded on the title documents provided to us. Our valuation is made on the basis that the property is free from mortgages, charges and other financial liens and is conditional on there being no encumbrances or interests other than those reported on our title search which materially affect the value, marketability and continued utility of the property. Should any encumbrances, encroachments, restrictions, leases or covenants which are not noted in this report be discovered, our valuation and recommendations within may change.*

4.5 Town Planning Details

Municipality & Planning Scheme

- Waverley Council.
- Waverley Local Environmental Plan 2012.

Zoning – 'E1 Local Centre'

The objectives of the zone include inter-alia:

- To provide a range of retail, business and community uses that serve the needs of people who live in, work in or visit the area.
- To encourage investment in local commercial development that generates employment opportunities and economic growth.
- To enable residential development that contributes to a vibrant and active local centre and is consistent with the Council's strategic planning for residential development in the area.
- To encourage business, retail, community and other non-residential land uses on the ground floor of buildings.
- To strengthen the viability of Waverley's existing business centres as places of vitality for investment, employment and cultural activity.
- To maximise public transport patronage and encourage walking and cycling.
- To encourage the provision of affordable housing.

- To provide for a range of other uses, including light industrial, that serve the surrounding neighbourhood without impacting on the amenity of the adjoining uses.
- To ensure development is of a height and scale that achieves the desired future character of the neighbourhood.
- To promote employment growth by giving preference to commercial development over residential development.
- To provide active ground floor uses to create vibrant centres.

Other Planning Controls

- Maximum Floor Space Ratio: 3:1
- Height of Building Limit: 15 metres

Heritage Controls

- The property is listed as a Heritage item of local significance, identified as an 'Inter-War style mixed development' (I77), the subject and broader area along Campbell Parade directly fronting Bondi Beach is classified as a Heritage Conservation Area.

Development / Planning Permits

- A summary of the last five years of planning permits according to Waverley Council DA tracker is as follows:
- FPS-28/2023 – Approved Footpath Seating – Renewal of footpath seating for Birichina Café.
- FPS-14/2022 – Approved Footpath Seating – Renewal of footpath seating for Gelbison Pizzeria.
- FPS-52/2022 – Approved Footpath Seating – Renewal of footpath seating for Ikaria.
- DA-234/2019 – Approved Construction of a new shop front to Moo Burger (now Ikaria tenancy).
- DA-86/2019 – Approved Change to operating hours of existing pizzeria (Gelbison Pizzeria) to 7.30am-11.30pm, 7 Days.
- DA-29/2018 – Approved Change of use to Real Estate Agency, Little Real Estate and associated fitout.
- DA-133/2017 – Approved renewal of footpath seating Lot 7.

Zoning Map Extract



NOTIFICATION TO RELIANCE PARTY/PARTIES: The above information was obtained from the public records of Council's Town Planning Department and should verification be required, an application to Council may be obtained for a Certificate issued under the provisions of Section 149 of the Environmental Planning & Assessment Act, 1979. Should such Certificate not confirm the abovementioned zoning and development guidelines, the matter should be referred immediately to the valuer for consideration and review of the valuation, if appropriate.

4.6 Environmental Considerations

Site Contamination

Historical Uses:	The current mixed-use development appears to have been constructed in the 1930's. The use prior to this date is unknown.
Registered on the EPA List/ Statement of Environmental Audit:	No.
Perceived Environmental Risk:	We confirm that there are no perceived environmental risks or problems associated with the subject property in relation to its present and known historical uses, and we further confirm that we have found no information in our enquiries to necessitate the instigation of a detailed environmental audit, subject to important notice below.

NOTIFICATION TO RELIANCE PARTY/PARTIES: *No soil tests or environmental studies have been made available for our perusal and we do not have any expertise as environmental consultants nor are we qualified to provide an assessment of the contamination of land. We have undertaken the following steps to assess whether there are any obvious signs of contamination:*

- *Site inspection.*
- *Review existing site use and historical site use (so far as it is identifiable from the current site owners).*
- *Review of EPA list (see above).*
- *Planning controls over the subject property.*

As a result of the above investigation we have been unable to identify any obvious signs of contamination. However we are unable to assess whether there are any latent signs of contamination or other indicators beyond the investigations referred to above. The assessed value and recommendations within may change if contaminants are present. This valuation is conditional on the site being free of contamination and any party relying on this valuation does so on the basis that Cushman & Wakefield accepts no liability for any loss relating to contamination.

4.7 Native Title Claims

None noted.

NOTIFICATION TO RELIANCE PARTY/PARTIES: *In undertaking this valuation assessment, we have not commissioned a search of the Register of Native Title Claims which is administered by the National Native Title Tribunal. The assessed value within may change if a native title claim exists, or eventuates, over the subject land. Cushman & Wakefield is not a specialist in native title law and this valuation is conditional on the site being free of any native title claim. Any party relying on this valuation does so on the basis that Cushman & Wakefield accepts no liability for any loss relating to native title claims. Should a native title claim be identified upon the subject site, the valuation should be referred back to the valuer for reassessment.*

5 Improvements

5.1 General Description

Lots 2-7 within 'The Empire' a four-level, Heritage listed, strata titled building comprising ground level retail and three levels of residential units situated in a prominent position on the south-western corner of the intersection between Campbell Parade and Lamrock Avenue with rear street frontage to Lamrock Place within the iconic beachside strip at Bondi Beach. The subject Lots provide the retail component which comprise 5 ground level shops which are all occupied under lease.

No carparking is provided.



Subject Complex from Campbell Parade



Subject Complex from Lamrock Place

5.2 Strata / Lettable Areas

We have had regard to Strata Plan 13031 as well as advised tenancy areas which are consistent with areas indicated by the lease agreements however have not been provided with formal survey plans to confirm these.

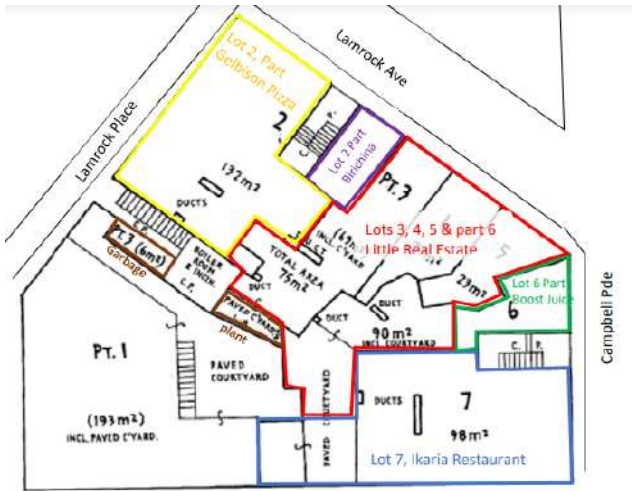
The strata and lettable areas are summarised as follows:

Lot	Strata Area (m ²)	Shop	Lettable Area (m ²)
Lot 2	132m ²	Shop 1 (yellow outline overleaf)	120m ²
Lot 3	75m ²	Shop 2 (purple outline)	33m ²
Lot 4	37m ²	Shop 3 (red outlined)	155m ²
Lot 5	23m ²	Shop 4 (green outline)	19m ²
Lot 6	90m ²	Shop 5 (blue outline)	98m ²
Lot 7	98m ²		
Total Strata Area	455.0m² (as per Strata Plan)	Total Lettable Area	425m² (subject to Survey)

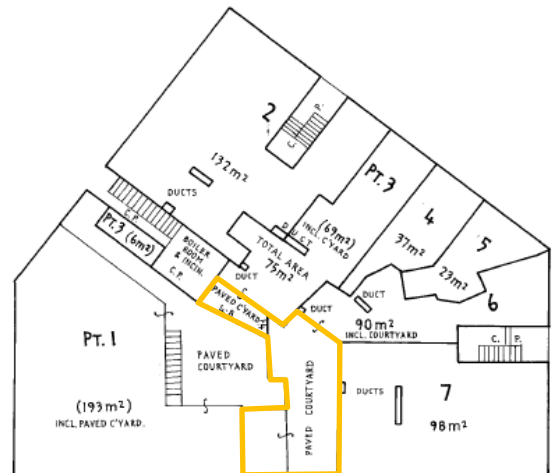
We note that since registration of the Strata Plan in 1978, the 'paved courtyard' areas on the Strata Plan (highlighted overleaf) have been enclosed and now provide internal areas which are contiguous with the internal strata area, whilst we are not aware of when these works occurred, review of the Waverley Council DA tracker indicates that the tenancies that have been extended have had approved Development Applications which relate to use changes and internal works, the 10.7 Certificate annexed to the Contract of Sale does not indicate that there are any outstanding building notices. Our valuation is conditional upon the enclosure of these areas being structurally sound and complying with strata, building, health and fire safety regulations.

Cushman & Wakefield reserves the right to review our valuation should there be discovered a material difference between actual and adopted areas.

A plan indicating the relative position of each Shop with respect to the Strata Lots is shown below:



Indicative arrangement of Shops 1-5.



'Paved Courtyard' areas which have since been enclosed

5.3 Unit Entitlement

As per Strata Plan 13031, the strata areas of the subject Lot are as follows.

Lot	Entitlement
Lot 2	3 : 42
Lot 3	3 : 42
Lot 4	1 : 42
Lot 5	2 : 42
Lot 6	2 : 42
Lot 7	3 : 42
Total Unit Entitlement	14 : 42

5.4 Building Construction

The subject allotments form part of a larger mixed-use development, with the details of the construction and materials used briefly summarised as follows:

Structure:	Concrete footings and slab with timber to upper levels.
External Walls & Facade:	Painted brick.
Floors:	Concrete footings and slab with timber to upper levels.
Internal Walls:	Rendered brick and plasterboard.
Windows:	Powder coated aluminium window frames (timber framed windows and doors at Shop 1, Gelbison Italian Restaurant).
Ceilings:	Painted plasterboard.

5.5 Accommodation

The subject Lots have been arranged to provide five shops which are all accessed directly from the footpath at their respective positions along Campbell Parade or Lamrock Avenue. A description of the accommodation within each Shop is as follows:

Shop 1 – Ikaria (Lot 7 and Part Lot 6)

- Frontage to Campbell Parade and accessed via a single feature doorway.
- Comprises a main bar and customer service area, dining area, private dining area, commercial kitchen, food preparation area, food storage / cool room and male and female amenities.
- Includes outdoor dining area during trading hours.



Entrance from Campbell Parade



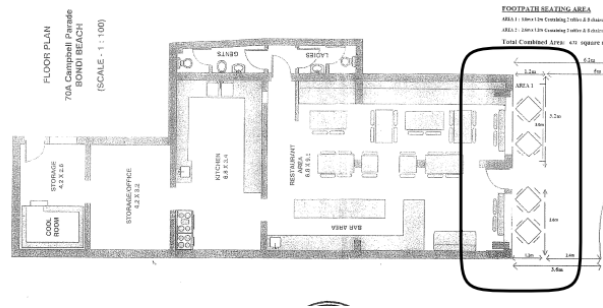
Indoor Dining & Main Bar Area



Food Preparation & Rear Food Storage



Private Dining Area

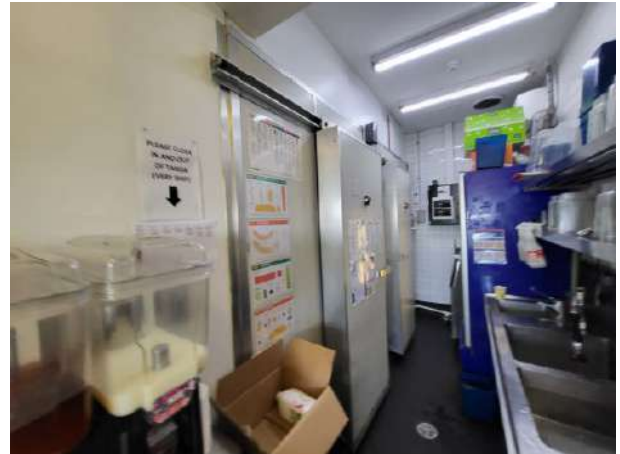


Shop 2 – Boost Juice (Part Lot 6)

- Frontage to Campbell Parade providing a kiosk style tenancy accessed from an aluminium glazed shopfront with sliding doors.
- Comprises a front customer service area, display counter, preparation area, commercial fridge and rear cool room/freezer areas.



Boost Juice at Campbell Parade



Rear Cool Rooms

Shop 3 – Little Real Estate (Lots 3-5 and Part Lot 6)

- Central position at intersection of Campbell Parade and Lamrock Avenue, accessed via aluminium framed glazed doors.
- Accommodation includes a reception desk, open plan office area, meeting room, boardroom, kitchenette and lunchroom as well as male and female amenities. The suite benefits from good natural light. Currently utilised as a property management/real estate office.

Shop 4 – Birichina Café (Part Lot 2)

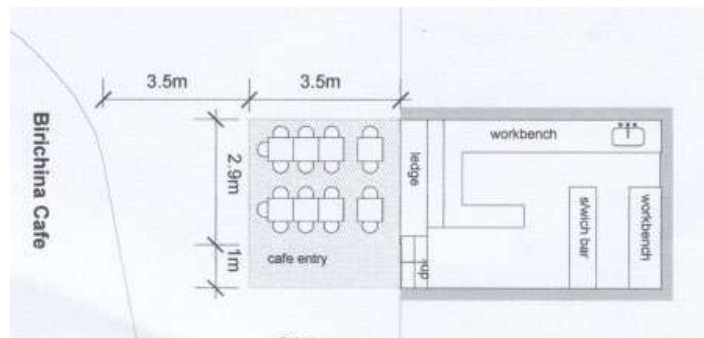
- Frontage to Lamrock Avenue providing a kiosk style tenancy accessed from an aluminium glazed shopfront with sliding doors.
- Comprises a front customer service area, display counter, preparation area.
- Includes footpath/outdoor dining areas.



Subject Lot at Progress Avenue (exit door from retail area)



Entrance door to Retail Area



Shop 5 – Gelbison Italian Restaurant (Part Lot 2)

- Frontage to Lamrock Avenue and accessed via timber framed bi-fold doors.
- Comprises a main bar and customer service area, dining area, commercial kitchen, food preparation area, food storage / cool room and male and female amenities.
- Includes outdoor dining area during trading hours.



Gelbison Italian Restaurant



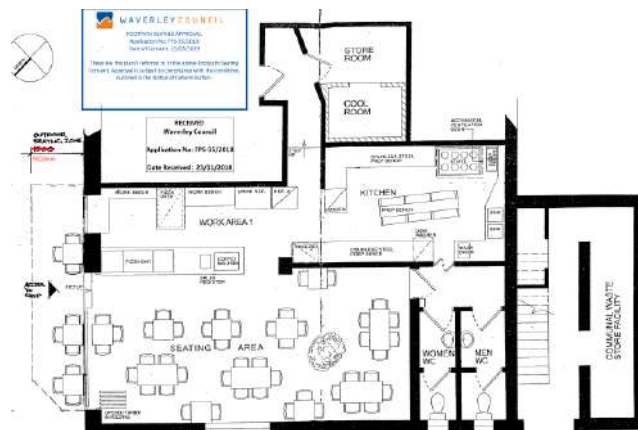
Commercial Kitchen & Food Preparation Area



Bar & Service Counter



Male & Female Amenities



No carparking is provided.

Rear bin areas are included on Title and utilised by Gelbison Italian Restaurant and Birichina Café tenants, access is provided via Lamrock Place.

5.6 Building Services

Lighting:	Halogen and LED downlighting.
Air-conditioning:	Ducted air-conditioning is provided.
Security:	On-site CCTV Security Cameras.
Fire Services:	Smoke detectors, fire hydrants, hose reels and illuminated exit signs.

5.7 Building Age & Condition

The development was constructed in the 1930's and was strata subdivided in 1978. The building has been refurbished and upgraded intermittently. We are aware that the property has had significant remedial works undertaken, during the inspection, externally the subject complex appeared to present to a good overall standard and structurally sound. At inspection, the internal accommodation presented to a high standard.

NOTIFICATION TO RELIANCE PARTY/PARTIES: *We have not been provided with a structural survey, nor an expert report on the plant and equipment. Our valuation is conditional on the structure and service installations of the improvements being free from any defects requiring material capital expenditure, other than that stated herein. If this is incorrect, or should there be a revision to the capital expenditure information noted within, our valuation and recommendations within may change.*

Our valuation is conditional upon the property complying with all statutory and local government regulations and building codes. We are not, however, experts in this area and should you wish to confirm compliance verification may be sought from an appropriately qualified consultant.

The valuation is conditional upon a satisfactory Certificate issued under Section 109 of the Strata Schemes Management Act 1996 being available. We have not searched the records of the Owners Corporation and our valuation is conditional upon there being no outstanding debts or major repair orders and the required Maintenance Fund, Sinking Fund and insurance policies are adequate.

5.8 Base Building Capital Expenditure

The building presents to an overall average standard. Internally the subject Lot presents to a reasonably good, functional standard. We are advised that there is no imminent Capital Expenditure required and we have allowed for annual Repairs & Maintenance allowance of \$5,000.

Strata Levies

We are aware that the subject complex has been subject to major remedial works in recent years, we have been provided with a Strata Report which includes the Minutes of Annual General Meetings and Extraordinary General Meetings which we have perused, we note that the capital works have included roof replacement, external wall remediation, significant plumbing upgrades and property repairs in common areas and individual units, among other works. We also note that there were special levies raised during preceding years indicating there have been further building issues.

We summarise the last 6 years of costings:

Year to	Actual			Budgeted			
	admin	capital	Total	admin	capital	Total	
Jul-23	\$70,874	\$601,875	\$672,749	\$70,000	\$600,000	\$670,000	\$223,333
Jul-22	\$79,379	\$476,196	\$555,575	\$70,000	\$600,000	\$670,000	\$223,333
Jul-21	\$100,642	\$763,55	\$176,997	\$100,000	\$235,000	\$335,000	\$111,667
Jul-20	\$100,580	\$607,001	\$707,581	\$100,000	\$235,000	\$335,000	\$111,667
Jul-19	\$111,888	\$793,620	\$905,508	\$80,000	\$100,000	\$180,000	\$60,000
Jul-18	\$231,525	\$100,368	\$331,893	\$80,000	\$100,000	\$180,000	\$60,000
		Average	\$558,384		Average	\$395,000	
		@ UE of 12/42		\$184,267	@ UE of 12/42		\$130,350
Balancing between both, say \$157,000							

In the absence of any 10 year Capital Works Plan outlining anticipated upcoming works (we understand a new 10 year Capital Works Plan was an agenda point during the 2022 AGM) and noting that the significant remedial works over recent years and the jagged costs associated with these works, we consider that Capital Works in future would likely not be as costly, however we are not experts in this matter and have considered the information provided. Recognising the lumpiness of the costs and noting the Strata Levies paid over 2023 were very high and in turn impact the Market Value of the Lots, in our calculations we have balanced the last 6 years of actual and budgeted Strata Levies (\$157,000), assuming that the works completed were 'one-off' items and will not be ongoing costs. **Our valuation is conditional upon subsequent Strata Levies normalising and should the 2024 Strata Levies indicate a similar very high level, our valuation will require review.**

NOTIFICATION TO RELIANCE PARTY/PARTIES: We do not warrant that the applied allowances will actually be incurred in each year and they have been adopted for calculation / modelling purposes only.

6 Financial Summary

6.1 Tenancy Status & Negotiations

The subject property is fully occupied by five tenants. Accordingly, our valuation has been assessed subject to the existing tenancy profile.

A summary of the tenancy profile follows:

Tenancy Details		Lease Terms and Review Information						Passing Rentals				
Tenant	Level / Suite	Lettable Area m ²	Lease Term	Comm. Date	Expiry Date	Options	Next Rent Review	Next Review Type	Remaining Term (yrs)	Gross	Passing Rent \$ pa	Rent \$/m ²
Ikaria	Shop 1	120.0	5.0	15-Jan-21	14-Jan-26	5.0	15-Jan-24	3.50%	2.4	Gross	152,650	1,272
Boost Juice Pty Limited	Shop 2	33.0	5.0	1-Apr-20	31-Mar-25	-	1-Apr-24	3.00%	1.6	Gross	87,550	2,653
Little Real Estate	Shop 3	155.0	7.0	1-Feb-18	31-Jan-25	5.0	1-Feb-24	4.00%	1.4	Gross	206,831	1,334
B . P. Higginson t/a Birichina Café	Shop 4	19.0	3.0	1-Sep-22	31-Aug-25	-	1-Sep-24	5.00%	2.0	Gross	79,703	4,195
N. Sansone t/a Gelbisons Italian Ristoro	Shop 5	98.0	3.0	1-Jul-23	30-Jun-26	-	1-Jul-24	3.00%	2.8	Gross	185,000	1,888
Total		425.0									711,734	1,675

The various leases are registered on Title except for the Renewed Lease over Shop 5 or the variation of the Registered Lease of Shop 4, which reflects the exercise of the option over Shop 2 (Birichina Café) effective from 1 September 2022, our valuation is conditional upon this variation being executed at the terms provided and subsequently registered on Title.

6.2 Lease Synopsis

A summary of the major leases are summarised below:

Gelbison Pizzeria Ristorante

Lessee:	Sansone Pty Ltd t/a Gelbison Pizzeria Ristorante.
Demised Premises:	Part Lot 2 (extends to c. 98m ²).
Commencement Date:	1 July 2023 (renewal commencement).
Term:	4 years.
Expiry:	30 June 2027.
Options:	4 years.
Incentive:	Nil advised.
Commencing Rent:	\$185,000 p.a. gross plus GST (Equates to \$1,888/m ² p.a. gross).
Rent Review:	Annual fixed reviews of 3% with market review at option term.
Outgoings:	Gross Lease.
Permitted Use:	Pizza restaurant.
Assignment:	Permissible with Lessor's consent.
Other:	Demolition clause with 12 months' notice though cannot be enforced earlier than 31 December 2026.

Little Real Estate

Lessee:	Little Real Estate (Vic & NSW) Pty Ltd.
Demised Premises:	Lots 3-5 and Part Lot 6 (extends to c. 155m ²).
Commencement Date:	1 February 2018.
Term:	7 years.
Expiry:	31 January 2025.
Options:	5 years.
Incentive:	Fitout contribution of \$100,000 (exclusive of GST) plus consultant fee of \$5,500 (Exclusive of GST).
Commencing Rents:	\$170,000 p.a. gross plus GST (Equates to \$1,097/m ² p.a. gross).
Rent Review:	Fixed annual reviews of 4% with a market review at commencement of subsequent option period.
Passing Rents:	\$206,831 p.a. gross plus GST (Equates to \$1,334/m ² p.a. gross).
Outgoings:	Gross Lease.
Permitted Use:	Commercial offices.
Assignment:	Permissible with Lessor's consent.

Ikaria Bondi

Lessee:	Ikaria Collective Pty Limited.
Demised Premises:	Part Lot 6 and Lot 7 (extends to c. 120m ²).
Commencement Date:	15 January 2021.
Term:	5 years.
Expiry:	14 January 2026.
Options:	5 years.
Incentive:	2 months and 2 weeks rent free. 50% rent applicable in June – August 2021 and June – August 2022. Incentive expended.
Commencing Rents:	\$142,500 p.a. gross plus GST (Equates to \$1,183/m ² p.a. gross).
Rent Review:	Fixed annual reviews of 3.5% with a market review at commencement of subsequent option period.
Passing Rents:	\$152,650 p.a. gross plus GST (Equates to \$1,272/m ² p.a. gross).
Outgoings:	Gross Lease.
Permitted Use:	Restaurant and Bar.
Assignment:	Permissible with Lessor's consent.

Our valuation is conditional upon all leases of more than 3 years in duration being registered on Title.

NOTIFICATION TO RELIANCE PARTY/PARTIES: *We have requested full executed copies of all lease documentation, except as may be otherwise noted herein, and have relied upon the accuracy and completeness of this documentation. In the event that the lease documentation is not accurate or is incomplete (such as missing variations, side agreements etc.) the assessed value and recommendations within may change.*

6.3 Outstanding Incentives

We are advised that there are no outstanding incentives and our valuation is conditional upon this being the case.

6.4 Outgoings

We have been provided with actual outgoings for Financial Year 2022 by the long-term managing agent at Romic Moore. These have been adopted for the purpose of this valuation with the exception of the following specific adjustments:

- Land Tax liability of \$49,183 based upon a single holding basis.
- Repairs and Maintenance of \$2,500 p.a.
- Notional Management Fee of 2.5% of Gross Market Rental which equates to \$21,405 p.a.
- Strata Levies adopted in accordance with comments herein of \$157,000.

Our adopted outgoings are noted below.

Outgoings Schedule	Budget		Adopted (Budgeted)	
	Year Ending 30-Jun-24	Year Ending 30-Jun-24	Year Ending 30-Jun-24	Year Ending 30-Jun-24
	\$ pa.	\$/m ² pa.	\$ pa.	\$/m ² pa.
Statutory Expenses				
Municipal/Council Rates	15,969	37.57	17,500	41.18
Water and Sewerage Rates	3,659	8.61	5,353	12.60
Land Tax	-	-	49,183	115.72
Other Statutory Charges	64,672	152.17	157,000	369.41
Total Statutory Charges	84,300	198.35	229,036	538.91
Operating Expenses				
Repairs & Maintenance	-	-	2,500	5.88
Administration/Management Fee	-	-	21,405	50.36
Total Outgoings	84,300	198.35	252,941	595.15

The adopted outgoings reflect \$595/m² of gross lettable area which equates to 29.5% of the gross market rental, which sits above market parameters which typically range between 15% to 25% and is primarily attributable to the significant strata levies which have a material impact on the value.

Should the outgoings adopted herein differ significantly or further information be provided that would render the above incorrect, we reserve the right to review our valuation accordingly.

7 Market Overview

7.1 Australia Economic Overview

The following table provides details of key economic indicators for Australia as at September 2023. The table includes an indicator of recent trends in the data as well as current position relative to history.

INDICATOR	FREQUENCY	RELEASE MONTH	CURRENT	LONG TERM AV.	RECENT TREND	RELATIVE TO AV.	COMMENT
Economy							
GDP, annual ave. YoY	Quarterly	Jun 2023	3.5%	3.4%	●	■	QoQ increases to +0.4% from +0.2% on the back of migration.
CPI, YoY ¹	Quarterly	Jun 2023	6.0%	2.6%	◆	●●	On an annualized basis, headline inflation slows to +3.2%.
Building Approvals, YoY	Monthly	Jul 2023	-10.6%	2.3%	●	●●	Approvals decline 8% for the second consecutive month.
Gross Operating Profits (Corporations) YoY	Quarterly	Mar 2023	-11.8%	8.2%	●	●●	Profits down 13.1% from Q1 on deterioration in terms of trade.
Business Confidence, net balance index	Monthly	Jun 2023	2	5.1	■	■	Confidence (0 vs -4 in May) and conditions (+9 vs +8 in May) both stable in June.
Labour market							
Unemployment Rate, %	Monthly	Jun 2023	3.7%	6.7%	◆	◆◆	Unemployment remains near to 50- year lows.
Employment, YoY	Monthly	Jun 2023	2.8%	1.9%	◆	◆	Employment growth slows on a MoM basis for the third consecutive month.
Wage Price Index, YoY	Quarterly	Jun 2023	3.6%	3.1%	◆	◆	Wage growth remains at 11-year highs.
Population, YoY	Quarterly	Dec 2022	1.9%	1.4%	◆	◆	Population growth rebuilding after border closures.
Markets							
Cash Rate, %	Monthly	Sep 2023	4.1%	4.4%	■	■	RBA holds Cash Rate for third consecutive month.
10 Year Govt Bond, % ¹	Monthly	Aug 2023	4.1%	5.0%	■	◆	Yields up 10 basis points over August.
All Ordinaries, YoY	Monthly	Aug 2023	6.6%	7.4%	■	■	Stocks down 1.4% over August but up from a year ago.
A-REIT S&P/ASX 200, YoY	Monthly	Aug 2023	7.1%	3.7%	◆	◆	AREITs up 1.7% in August for second monthly increase.
House Prices, YoY	Monthly	Aug 2023	-1.2%	5.7%	◆	●	House prices rise 0.8% MoM in August, sixth consecutive monthly increase.
Consumer							
Consumer Sentiment Index	Monthly	Aug 2023	81.0	100.8	■	●●	Sentiment remains near COVID lows in August.
Retail Trade, MAT YoY	Monthly	Jul 2023	7.8%	5.7%	■	◆	Sales up 0.5% MoM over July after 0.8% decline in June.
NAB Online Sales, YoY	Monthly	Jul 2023	6.3%	16.3%	■	●	Online sales down 0.2% in July after 0.4% decline in June.
Household Saving Ratio	Quarterly	Jul 2023	3.7	9.4	●	●●	Savings rate falls for seventh consecutive quarter to 3.2%.
Petrol average ULP terminal gate price, \$	Monthly	Aug 2023	\$1.90	\$1.26	●	●●	Prices increase 6.2% over August.

Average from December 1991.

Recent trend key: ◆ improving; ■ stable; ● worsening.

Relative to average key: Compared to long run average: ◆◆ much better ◆ better ■ neutral ● worse ●● much worse.

Source: Westpac Melb Inst, NAB, ABS, ASX, RBA, AIP, Corelogic and Cushman & Wakefield

7.2 Subject Property Commentary

The subject property comprises a Heritage listed 1930's built, four level mixed use building known as 'The Empire' which was strata subdivided in 1978. The complex is situated in a prominent position at the south-western corner of the intersection between Campbell Parade and Lamrock Avenue, with a rear frontage to Lamrock Place within the iconic Bondi Beach retail strip. The subject Lots are fully occupied by five tenants with a gross annual rental of \$711,734 p.a. with outgoings of \$252,941 p.a. (\$595/m² and 29.5% of gross market rental), reflecting a net passing rental of \$458,793 p.a. and an income based WALE of 2.1 years. We consider that the current leases are marginally below market levels and have increased the rentals of Shops 1, 2 and 3, we have adopted a gross market rental of \$856,203 p.a.

The location and position of the subject Lots benefit from strong levels of passing trade by virtue of the position within the Bondi Beach retail precinct along the beachside strip and esplanade in a strategic position considered a 'bookend' of the iconic strip. The Lots have sight lines to the north-east directly over the Beach. The retail precinct is broadly characterised by Campbell Parade, Hall Street, Glenayr Avenue and Beach Road and the area is identified as vibrant area providing a variety of food and beverage establishments including popular bars, cafes and clubs, national retailers, luxury clothing and homewares as well as general retail shops.

We highlight that the adopted outgoings reflect a rate of \$595/m² of strata area which is considered to be significantly above market levels and are directly attributable to the high Strata Levies. We have sighted a Strata Report which indicates that there has been significant remedial works including a roof replacement, external wall remediation (at Lamrock Place frontage), significant plumbing upgrades and property repairs in common areas and individual units, among other works. The Report indicates the Capital Works Fund has \$328,450 as at 12 October 2023. The report also details the variety of works undertaken and the history of funds raised which indicates that there have been abnormalities in amounts levied to complete works.

Properties in Bondi Beach and the surrounding vicinity have been historically tightly-held and indicate very low (tight) yields, we highlight that there have been a distinct scarcity of sales for prime Strata Title assets in Bondi Beach however we note that sales of Torrens Title properties continue to trade on lower yields than the broader investment market which is reflective of the very strong demand from private investors due to perceived income security as well as looking to value-add through repositioning older properties. Developers have also been actively purchasing properties in the area to amalgamate sites or redevelop underutilised sites and in this regard, demonstrating strong metrics. Recognising the limitations of Strata Titled properties like the subject property (compared to Torrens Title property), we have considered broader investment sales of strata retail allotments within iconic, prime retail locations in our assessment.

Recognising the iconic beachside location, standard of improvements and fully leased nature, we consider that the property would attract very strong interest from private investors and syndicated purchasers. We highlight that the subject is positioned within an area that is very tightly held (especially for strata titled property) which indicates and recognises there is a greater degree of pricing uncertainty and variability.

7.3 Sales Evidence

Recognising the iconic beachside location at Bondi Beach and noting the scarcity of directly comparable recent sales in the immediate proximity, we have had regard to a range of Strata Investment sales within further removed, albeit sharing the exclusive, prime retail status.

The sales we have had regard to include, but are not limited to the following:

Property	Sale Date	Sale Price	Level (Lots)	Internal Strata Area	\$/m ² of Internal Strata Area	Yield
'Beach House' 178 Campbell Parade, Bondi Beach	Apr-23	\$10,500,000	Lots 1-3	235m ² (3CS)	\$42,979	4.60%
	Aug-23	\$5,400,000 **	Lots 6, 7, 12 & 13	275m ² (2CS)	\$18,909	5.23%
	Aug-23	\$5,900,000 **	Lot 10 & 11	154m ² (3CS)	\$36,364	5.24%



Description:

Beach House comprises 15 ground level retail strata Lots centred around a retail arcade extending from Campbell Parade to Gould Avenue at the rear. Situated in a prime retail location within Bondi Beach. ** Car Parking analysed separately at \$100,000 per space.

Lots 1-3 Sold 'In One Line' and comprise the following:

Lot 1 situated at the southern end of the Campbell Parade frontage with exposure to Campbell Parade. Leased to 'Running Bare' on a 10 year net lease from October 2016 with no reviews at a passing rental of \$168,361 p.a. (\$1,791/m² net) with fixed reviews of 3%.

Lot 2 situated at the middle of the Campbell Parade frontage with exposure to Campbell Parade. Leased to 'Seafoolly' on a 6 year net lease from January 2018 with no reviews at a passing net rental of \$207,409 p.a. (\$2,469/m² net) with reviews alternating between 4.5% and CPI.

Lot 3 situated at the Campbell Parade frontage at the entry to the arcade with exposure to Campbell Parade and the arcade. Leased to 'TSG' for a 5+5 year gross lease from December 2021 at \$144,550 p.a. (\$2,536/m² gross) outgoings advised as \$28,590 however we have added management and repairs and maintenance, equating to outgoings of \$37,800.

Lots 6, 7, 12 & 13 have exchanged on an 'In One Line' basis, as follows:

Lots 6 & 7 are an irregular situated in a central position fronting the arcade, includes a storage unit 25m². Leased to Tan Temple on a renewed 5 year term from June 2023 with a 5 year option with 3.75% fixed annual reviews. Gross lease at a \$120,000 p.a. gross with outgoings advised at \$30,226, to which we have added management and repairs and maintenance, equating to total outgoings of \$40,250.

Lots 12 & 13 are an irregular shaped Lot which has frontages to Gould Street and Curlewis Street and envelops Lot 14, includes 32m² storage. Leased to General Pants Co on a 9 year lease from June 2016 a net rental of \$202,710 p.a. reviews alternating between CPI and 4%.

Lots 10 & 11 have exchanged on an 'In One Line' basis and are summarised as follows:

Lot 10 is a small regular shaped Lot which fronts Gould Street and has an outdoor dining area, includes 20m² storage. Leased to Sonoma at a 8 year net lease to 2024 at an annual rental of \$98,981 p.a. No option period.

Lot 11 is a broadly regular shaped Lot fronting Gould Street and the internal arcade area, includes 39m² storage. Leased to Tuchuzu on an 11 year net lease until May 2027 with a 5 year option and a 2% fixed annual review. Passing rental rate of \$209,929.

** Are subject to settlement, we have been advised by the sales agents that contracts have been exchanged.

Comments

Comparable location within Bondi Beach. Sales of combined Multiple Lots which are individually leased at high levels and smaller. Strong lease covenants. Lower (tighter) Capitalisation Rate is warranted for the subject property. **Considered the most comparable evidence.**

St Leonards Square, St Leonards

Sale Price:	\$18,000,000 (Exclusive of GST)
Sale Date:	April 2023
Strata Area:	2,383m ² (plus 95 car spaces)
Analysis:	\$7,554/m ² of Strata Area 7.38% Initial Yield 6.57% Core Market Yield



Tenancy Profile

Sold fully leased with a reported net passing income of \$1,328,240 p.a. and reflecting a WALE of 6.38 Years (Income) and 6.29 Years (Area). QE Foodstores is structured on an initial 10-year gross lease due to expire in June 2030 which is subject to annual 3.00% fixed increases. Salon Lane is structured on an initial 7-year gross lease due to expire in February 2029 which is subject to annual 3.50% fixed increases. Outgoings reflect \$288/m² which appear high, however due to stratum nature of the Centre and associated fees is deemed acceptable.

We understand the sale included all outstanding incentives to be paid by the Vendor and no rental guarantees were provided.

Description

St Leonards Square provides a large Stratum title Lot situated predominantly on the Ground level of a recently completed larger mixed-use development with residential accommodation above and basement level parking. Constructed in 2019/20 the subject Centre is anchored by QE Foodstores and Salon Lane, supported by a further 8 specialties, extending to 2,383.0m² of Gross Lettable Area Retail. All 10 tenancies occupy the majority of the ground level of the complex, with the improvements configured to front the Pacific Highway as an open entry piazza. 95 secure parking spots are provided on title over 3 basement levels.

Comments

Larger, fully leased stratum titled asset in an inferior location in St Leonards. On balance a lower (tighter) Capitalisation rate is warranted for the subject Lot.

Lot 134, 61-69 Macquarie Street, Sydney

Sale Price: \$20,500,000 (Exclusive of GST)

Sale Date: November 2022

Strata Area:

Retail:	154m ²
Storage:	3m ²
Total:	<u>157m²</u>
Exclusive Use	60m ²



Analysis: \$94,470/m² of Strata Area (Blended)
\$126,712/m² of Strata Area (of internal area exc.
Storage at \$5,500/m² & Exc. Use @ \$22,500/m²)
4.15% Initial Yield
3.34% Core Market Yield

Tenancy Profile

The Lot is currently leased by a party related to the Vendor 'Eastbank', and accordingly the current transaction is effectively a 'Sale & Leaseback'. The passing rental under the lease of \$850,000 p.a. net for a 5+5+10 year term from July 2022 with 4% fixed annual reviews is considered to be well above prevailing market levels. Market Rental assessed at \$665,000 p.a. (\$3,107/m² net overall inclusive of Storage and Outdoor Area).

Description

The subject property comprises a single ground level retail Lot positioned on the ground level within a 1999-built 15 storey plus basement mixed retail and residential complex known as "Quay Grand".

The subject Lot is positioned at the northern end of the ground level with direct frontage to the main pedestrian promenade along Circular Quay East. The Lot includes a small 3m² storeroom plus partly covered external seating area ('Exclusive Use' under SP58857). No car spaces are included with the Lot.

Comments

Situated in an iconic Sydney location with superior appeal given the ground level position with covered outdoor dining area. Smaller sized accommodation, single allotment. In addition to the retail component, includes ancillary storage area and exclusive use outdoor area. Significantly higher overall rental level, lease back considered to be above market levels. On balance a higher (softer) Capitalisation Rate (than the CMY) and materially lower Strata Rate is warranted for the subject property.

Lot 2-7, 68-70 Campbell Parade, Bondi Beach

Sale Price:	\$15,700,000 (Exclusive of GST)
Sale Date:	June 2022
Strata Area:	425.0m ²
Analysis:	\$36,941/m ² of Strata Area 3.29% Initial Yield 3.88% Core Market Yield



Tenancy Profile

The subject Lots are fully occupied by 5 tenants with a gross annual rental of \$668,507 p.a. with outgoings of \$152,509 p.a. (\$359/m² and 19.7% of gross market rental), reflecting a net passing rental of \$515,998 p.a., we consider that the current leases are marginally below market levels and have increased the rentals of Shops 1, 2, 3 and 5, we have adopted a gross market rental of \$773,458 p.a.

Description

Lots 2-7 within 'The Empire' a four-level, Heritage listed, strata titled building comprising ground level retail and three levels of residential units situated in a prominent position on the south-western corner of the intersection between Campbell Parade and Lamrock Avenue, with rear street frontage to Lamrock Place within the iconic beachside strip at Bondi Beach. The subject Lots provide the retail component which comprise 5 ground level shops which are all occupied under lease. No carparking is provided.

Comments

Sale of Subject Property

Duo Retail, Chippendale

Sale Price:	\$26,200,000 (Exclusive of GST)
Sale Date:	June 2022
Strata Area:	1,091.1m ²
Analysis:	\$24,034/m ² of Strata Area 4.81% Initial Yield 4.85% Core Market Yield



Tenancy Profile

The property sold fully leased with a reported net passing income \$1,259,363 p.a. and a WALE of 4.31 Years (by Income). Outgoings reflect \$477.22/m² p.a. 58% of gross income is derived from Kathmandu and Starbucks.

Description

DUO Retail previously formed part of Central Park Mall: Central Park Mall (Main Centre of circa 13,300m²), Park Lane Retail (small 308m² Ground Floor Retail Stratum) and DUO Retail (Ground Floor Retail Stratum).

DUO Retail is situated immediately west of Central Park Mall, comprising 8 ground floor retail tenancies with a total GLAR of 1,090.10m² with street frontages to Broadway (north), Central Park Avenue (south), Chippendale Way (east) and an outdoor terrace (west).

The property is anchored by Kathmandu and Starbucks on the Broadway frontage, supported by 5 restaurants / takeaway outlets and a convenience store.

Sold by Fortius Funds Management to an overseas private investor via an expressions of interest campaign.

Comments

Situated within an inferior retail location which fronts George Street/Broadway within Ultimo. Modern style accommodation, materially larger size. Longer WALE. Higher quantum value. On balance a lower (tighter) Capitalisation Rate is warranted for the subject property.

Lots 1-7, 25-27 South Steyne, Manly

Sale Price:	\$15,700,000 (Exclusive of GST)
Sale Date:	March 2021
Strata Area:	433.0m ²
Analysis:	\$36,259/m ² of Strata Area 4.53% Initial Yield 3.84% Core Market Yield



Tenancy Profile

Sold fully leased to 5 separate retail tenancies, reflecting a passing net income of \$711,403 and a WALE of 1.6 years (by Income). Occupied by tenants including the Manly Fish Market/Café, Blind Barrel, Ben & Jerry's Ice Cream and Ezymark. Outgoings advised as being \$270/m².

Description

Comprises 5 shops and forming the ground level retail strata component within a cosmetically updated, older style, four level mixed retail and residential unit complex. The parent building is located on a prominent corner allotment, with expansive frontages to South Steyne and Wentworth Street, with exposure to high levels of vehicular and pedestrian traffic. The parent site benefits from high level of pedestrian traffic which travel between the Manly Ferry Wharf and Manly Beach/Shelly Beach. The subject is located directly opposite Manly Beach and does not include any car parking.

Sold via auction with strong interest reported and the purchaser also currently owns several other strata units within the parent building.

Comments

Similar configuration, providing five retail shops within a marginally inferior beachside location at South Steyne, at the southern fringe of the Manly retail precinct. Broadly similar sized asset. Higher passing net rental level at date of sale. Sold in a lower interest rate environment. Overall inferior. On balance a marginally higher (softer) Capitalisation Rate is warranted for the subject property. **Dated Sale.**

The Sales Evidence of Retail Strata/Stratum lots within other iconic locations demonstrate a very wide and inconsistent range of \$23,034/m² to \$42,979/m² of GLA/Strata Area with variations depending on location, position, size and standard of improvements, transaction date, perceived lease covenant (where applicable) among others.

Yield Analysis

The sales in our report demonstrate a wide range of investment activity in various investment assets and reflect an Initial/Core Market Yield range of 3.34% to 5.24% (Excluding outlier). Not all the sales are considered directly comparable, however collectively they provide a strong indication of investor interest in the sector and benchmark the drivers of value upon which we have based our assessment of the subject property. In arriving at an appropriate Capitalisation Rate Range for the subject property, we have had particular regard to the following factors:

- The iconic position of the subject within a landmark beachside location benefitting from very high levels of retail patronage and lifestyle amenities.
- The standard and quality of the subject building, although the building was built in the 1930's there has been substantial renovation and refurbishment since, internally the subject Shops present to an overall high standard.
- The current fully leased tenancy status of the subject at typically below market levels.
- Significant Strata Levies which impacts the net income of the property.

Having regard to the above transactions and after considering all known relevant aspects of the subject property, we consider an appropriate Capitalisation Rate to be in the region of **4.125% (+/- sensitivity of 0.125%)**

8 Net Income Overview

8.1 Net Market Income Assessment

In determining the market rental for the subject property, we have had regard to leasing transactions of comparable sized retail properties in both the immediate Bondi Beach area and other popular retail precincts.

The primary leasing evidence we have had regard to is summarised in the table below:

Property	Dates	Areas	Term	Net/Gross	Rentals (Gross Face)
Various Shops, 68-70 Campbell Pde, Bondi Beach	Sep-22 (Renewal) Passing (Jan-22) Passing (Apr-22)	19m ² 120m ² 33m ²	3 yrs 5+5 yrs 5 yrs	Gross Gross Gross	\$3,995/m ² g \$1,229/m ² g \$2,576/m ² g
	Jul-23 Passing (Feb-22)	98m ² 155m ²	4+4 yrs 7+5 yrs	Gross Gross	\$1,888/m ² g \$1,283/m ² g

Various Shops within a refurbished, strata titled 4 level mixed-use building prominently positioned at the corner of Campbell Parade and Lamrock Avenue within Bondi Beach.

Shop 1 (120m²) leased to Ikaria Restaurant for a 5+5 year term from January 2021 with 3.50% fixed annual reviews. New Lease. Passing gross rental of \$147,488 p.a.

Shop 2 (33m²) leased to Boost Juice for a 5 year term from April 2020 with 3% fixed annual reviews. Passing gross rental of \$85,000 p.a. Lease renewal.

Shop 3 (155m²) leased to for a 7+5 year term from February 2018 with fixed annual reviews of 4%. Passing gross rental of \$198,876 p.a. New lease.

Shop 4 (19m²) leased to Birichina Café from 1 September 2022 for \$75,908 p.a. gross with fixed annual reviews of 5%. Option exercised.

Shop 5 (98m²) leased to Gelbison Italian Restaurant on a renewed 5 year term from 1 July 2023. Commercial gross rental at renewal of \$185,000 p.a. with fixed annual reviews of 3% includes a demolition clause applicable no earlier than 31 December 2026 with 6 months notice.

Subject Property

Shop 6A, 164 Campbell Pde, Bondi Beach	Jun-22	30m ²	5+5 yrs	Gross	\$4,033/m ² g
Prominent corner shop at intersection of Campbell Parade and Roscoe Street mall. Leased at \$121,000 p.a. gross for a 5+5 year term from June 2022 with a 3 month rent free period.					
Shop 1, 20 Hall St, Bondi Beach	Oct-23	254m ² (plus 112m ² outdoor)	10+5+5 yrs	Net	\$1,606/m ² n ** \$1,887/m ² g

Lot 11 within a four-level, Heritage listed, strata titled building known as 'Twenty Hall' which is prominently positioned at the corner of the intersection of Hall Street and Jacques Avenue occupying a prime position in Bondi Beach. The subject Lot provides the ground level retail component, basement carparking for four vehicles and ancillary storage areas.

Signed Lease commencing at 6 October May 2023 to Venroy for a 10+5+5 year term at \$500,000 p.a. net with reviews of 3% and Lessee liable for all outgoings, market review at option exercise with ratchet clause. Outgoings estimated at \$281/m² of internal lettable area. Incentive deed indicates there is 3 months gross rent free for fit out and 12 months base rent free. Lessee does not recover R&M and management.

** After notional adjustments for carparking at \$750/p.s.p.c.m. and \$500/m² for the outdoor area.

Property	Dates	Areas	Term	Net/Gross	Rentals (Gross Face)
Shops 1, 2 & 3, 10-14 Hall St, Bondi Beach	Jan-22 Nov-21	232m ² 108m ²	5+5 yrs Undisclosed	Gross Gross	\$1,788/m ² g \$1,851/m ² g
Ground level retail tenancies within a modern mixed-use development along the southern side of Hall Street nearby to Campbell Parade.					
Shops 2 & 3 (232m ²) leased for \$415,000 p.a. gross for a 5+5 year term from January 2022, includes a 6 month rent free period.					
Shop 1 (108m ²) leased for \$200,000 p.a. gross from November 2021 with a 5 month rent free period.					
G11 + G12, 180 Campbell Pde, Bondi Beach	Dec-22	266m ²	5+5 yrs	Gross	\$1,241/m ² g
Ground level shop within a 6-level mixed-use building, being fully fitted out as a recently renovated Art Deco modern fitout restaurant/bar with a liquor license included in the lease agreement. Leased from December 2022 for a 5+5-year term at \$330,000 p.a. gross. Includes fixed 4.00% annual reviews. Shop fronts the corner of Campbell Parade and Beach Road with direct beachfront views and is leased to an unknown tenant, albeit will be utilised for restaurant purposes.					
Various Tenancies Beach House Lane, 178 Campbell Pde, Bondi Beach	Q3-2023 Dec-21 Oct-21 Oct-20 Mar-20 Nov-19	120m ² 57.0m ² 94.0m ² 163.0m ² 72.0m ² 80.0m ²	10+10 years 5 years 5 years 5 years 4 years 5 years	Net Gross Net Gross Gross Gross	\$2,504/m ² g \$3,333/m ² g \$3,820/m ² n \$1,394/m ² g \$1,768/m ² g \$1,666/m ² g

Various tenancies within modern mixed-use retail and residential complex known as Beach House Lane, situated on the western side of Campbell Parade with rear frontage to Gould Street, Bondi Beach.

Leased to a range of food and service-based retail uses with leases primary structured on a net basis and include fixed annual reviews. Incentives typically range from 5.0% to 15.0% and are in the form of capital incentives for fit-out contributions and rent free over the initial terms. No parking is provided.

Most recent lease relates to a rear shop at the intersection of Curlewis Street and Gould Street in a prominent position (although inferior to the subject), although negotiated on net terms, the leasing agent advised 'grossed-up' annual rental equates to \$300,455 p.a. with a 10% incentive, fixed annual reviews of 3%. Also includes a 29m² storage area and 2 car spaces.

The comparable rental evidence reflects a very wide range of \$1,241/m² p.a. gross to \$4,033/m² p.a. gross for areas ranging from 30m² to 266m² with variations depending primarily on location, access, exposure, size and standard of improvements and accommodation.

In assessing a market rental for the subject property, we have had regard to the following characteristics of the property:

- Ground level, prominent position along the iconic beachside strip of Campbell Parade.
- North-eastern aspect which benefits from very good sight lines over Bondi Beach suiting cafes and restaurants.
- Relative size and configuration of the accommodation.

Having regard to the rental evidence and also acknowledging the characteristics of the subject Lots, we have adopted the following rental rates in our calculations herein.

Market Rents									
Level/Suite	Tenant Name	Renewal Type	Area/ Carspaces m ²		Gross Market Rent \$ pa.	% Gross Passing	Reversion Date	PV of Rental Reversion	
Shop 1	Ikaria	Retail	120.0	1,900	\$/m ² pa	228,000	49.36%	15-Jan-26	(153,667)
Shop 2	Boost Juice Pty Limited	Retail	33.0	3,500	\$/m ² pa	115,500	31.92%	1-Apr-25	(39,860)
Shop 3	Little Real Estate	Retail	155.0	1,600	\$/m ² pa	248,000	19.90%	1-Feb-25	(48,123)
Shop 4	B . P. Higginson t/a Birichina Caf	Retail	19.0	4,195	\$/m ² pa	79,703	-	1-Sep-25	
Shop 5	N. Sansone t/a Gelbisons Italian	Retail	98.0	1,888	\$/m ² pa	185,000	-	1-Jul-26	
* excluded from Total Lettable Area									
TOTAL			425.0			856,203			(241,650)

8.2 Net Income Summary (Passing versus Adopted Market)

The table below summarises the passing versus adopted market income as at the date of valuation.

Income Assessment									
	NLA (m ²)	\$ pa.	Passing \$/m ²	% Passin	\$ pa.	Market \$/m ²	% Market	Variance	
Retail	425	711,734	1,675	100.0%	856,203	2,015	100.0%	(16.9%)	
Gross Income (occupied areas)	425	711,734	1,675	100.0%	856,203	2,015	100.0%	(16.9%)	
Statutory Expenses		(229,036)	(539)		(229,036)	(539)		-	
Operating Expenses		(23,905)	(56)		(23,905)	(56)		-	
Less Outgoings		(252,941)	(595)		(252,941)	(595)		-	
Net Income (fully leased)		458,793	1,080		603,263	1,419		(23.9%)	

* % Market Rent based on Occupied/Committed Areas Only

9 Valuation Rationale

9.1 Valuation Methodology & Considerations

In assessing the Market Value, the appropriate method of assessment is considered to be primarily based upon the Capitalisation of Income approach with the Direct Comparison (Strata/Lettable Area) method being utilised as a secondary or 'check' method, with rents and yields assessed on a consistent net face basis unless otherwise stated.

9.2 Capitalisation Approach

Under this approach, the assessed net face market income as at the date of valuation is capitalised at an appropriate market yield to establish the property's Market Value fully leased. Appropriate capital adjustments are then made where necessary to reflect the specific cash flow profile and the general characteristics of the property.

Based upon the sales analysed in this report, it is considered that a reasonable Capitalisation Rate or the subject is in the order of **4.125% (sensitivity of +/-0.125%)**.

Our calculations under this basis of valuation are as follows:

Market Capitalisation Approach				
Market Income				
Retail		Base Rent 856,203	Recoveries -	Total 856,203
Sundry Income				-
Gross Market Income		856,203	-	856,203
Less Adopted Outgoings				(252,941)
Less Ground Rent				-
Net Market Income				603,263
Less Vacancy Factor				-
Net Income				603,263
Market Capitalisation Rate		4.250%	4.125%	4.000%
Core Capital Value (fully leased)		14,194,415	14,624,548	15,081,566
Core Capital Value (\$/m ²)		33,399	34,411	35,486
Capital Value Adjustments				
Present Value of Rental Reversions		(241,384)	(241,650)	(241,917)
Imminent Expiry Allowances				
Letting Up Allowances	24 months	(51,892)	(51,990)	(52,088)
Incentive Allowances	24 months	(62,001)	(62,125)	(62,251)
Leasing Costs Allowances	24 months	(26,831)	(26,886)	(26,941)
Refurbishment Allowances	24 months	-	-	-
Total Capital Value Adjustments		(382,107)	(382,651)	(383,197)
Capitalised Value		13,812,308	14,241,897	14,698,369
Capitalised Value (\$/m ²)		32,500	33,510	34,584
Rounded Value		13,750,000	14,250,000	14,750,000
Capitalised Rounded Value (\$/m ²)		32,353	33,529	34,706

Capitalisation Allowances

Retail	Vacancies	Year 1		Year 2	
		6-Sep-23	6-Sep-24	6-Sep-24	05-Sep-25
Expiry Profile	m²	-	-	-	207
Renewal Probability	%		50%	50%	
Downtime	months	3.0	3.0	3.0	
Applied Downtime	months	3.0	1.5	1.5	
Lease term	years	3	3	3	
Commencement Profile	m²	-	-	-	188
Gross Incentives - New Leases	%	5.0%	5.0%	5.0%	
Gross Incentives - Renewals	%		5.0%	5.0%	
Gross Incentives	%	5.0%	5.0%	5.0%	
Incentive Probability	%	100%	100%	100%	
Applied Gross Incentives	%	5.0%	5.0%	5.0%	
Applied Incentives	months	1.8	1.8	1.8	
Leasing Costs - New Leases	%	13.0%	13.0%	13.0%	
Leasing Costs - Renewals	%		5.0%	5.0%	
Applied Leasing Costs	%	13.0%	9.0%	9.0%	
Net Market Rent (start of period)	\$/m ²		1,419	1,419	
Gross Market Rent (start of period)	\$/m ²		2,015	2,015	
Occupancy Rate (Weighted by Area)	%		100.0%	94.7%	

9.3 Direct Comparison Approach

This approach identifies comparable sales on a dollar rate per square metre of strata/lettable area and compares the equivalent rates to the subject to establish the property's Market Value. This approach is somewhat subjective given the fact that specific items of income and expenditure are difficult to directly reflect and compare when adopting a rate per metre.

Due to the limitations of this approach and the somewhat unique characteristics of the subject, there is considered to be limited merit in assessing the value on this basis, suffice to say that the rates/m² indicated by the Capitalisation approach reflect rates of between **\$32,353/m²** and **\$34,706/m²** of Lettable Area and fall appropriately towards the middle of the range of the sales tabled overleaf.

Property	Date (Sale)	Rate/m ²
Lot 134, 61-69 Macquarie Street, Bondi Beach	Nov-22	**\$126,712/m ²
Lots 1-3, 'Beach House Lane' 178 Campbell Parade, Bondi Beach	Apr-23	\$42,979/m ²
Lots 2-7, 68-70 Campbell Parade, Bondi Beach	Jun-22	\$36,941/m ²
Lots 10 & 11, 'Beach House Lane' 178 Campbell Parade, Bondi Beach	Aug-23	\$36,364/m ²
Lots 1-7, 25-27 South Steyne, Manly	Mar-21	\$36,259/m ²
Lots 2-7, 68-70 Campbell Parade, Bondi Beach	Date of Valuation @ Aug-23	\$33,529/m²
Duo Retail, Chippendale	Jun-22	\$24,034/m ²
Lots 6, 7, 11 & 12, 'Beach House Lane' 178 Campbell Parade, Bondi Beach	Aug-23	\$18,909/m ²
St Leonards Square, St Leonards	Apr-23	\$7,554/m ²

** excluding Storage at \$5,500/m² & Exclusive Use @ \$22,500/m²

9.4 Valuation Reconciliation

The resultant values under the primary bases of valuation are noted below.

Methodology	Valuation Range		
Capitalisation of Income	\$13,750,000	to	\$14,750,000
Direct Comparison (Lettable Area)	\$32,353/m ²	to	\$34,706/m ²

Based upon the analysis, a value of **\$14,250,000** (exclusive of GST) has been adopted which is primarily based upon the Capitalisation approach and supported by the Direct Comparison approach. The adopted value reflects the following investment and value parameters:

Key Metrics	
Adopted Market Value	14,250,000
Initial Passing Yield	3.22%
Initial Passing Yield (Fully Leased)	3.22%
Core Market Yield	4.12%
Value per m ² of Lettable Area	33,529

9.5 Sensitivity Analysis

We have included a sensitivity analysis below which recognises the potential value risk associated with movements in the major valuation drivers.

Core Market Yield				
4.375%	4.250%	4.13%	4.000%	3.875%
13,407,295	13,812,308	14,241,897	14,698,369	15,184,324
(5.91%)	(3.07%)	(0.06%)	3.15%	6.56%

10 Additional Requirements

10.1 Contract for Sale / Transaction History

The property was last purchased via a Deed of Put and Call Option between Zondaro Pty Limited as Vendor and the Purchaser being Perpetual Corporate Trust Limited (as custodian for Rivkin Wholesale Property Trust). The Deed was arranged 27 April 2022 for a Security Sum of \$785,000 (which becomes the deposit if Grantee exercises their call option) and an exercise period being between 4 July 2022 and 1 September 2022 for an agreed sale price of \$15,700,000 (Exclusive of GST) to be sold as a going concern, the date for completion is 1 November 2022.

10.2 Insurance Recommendation

The subject property comprises a Strata titled allotment and as such we have not made a provision for an insurance recommendation as this is covered by the Owners Corporation under the relevant Strata Scheme (SP13031) in accordance with The Strata Schemes Management Act 2015 (NSW).

10.3 Marketability

Recognising the iconic beachside location, standard of improvements and fully leased nature, we consider that the property would attract very strong interest from private investors and syndicated purchasers should the need to sale arise. We highlight that the subject is positioned within an area that is very tightly held (especially for strata titled property) which indicates and recognises there is a greater degree of pricing uncertainty and variability.

We would anticipate that a sale under current market conditions existing at the date of valuation could be achieved within 3-6 months, however, there are initial signs emerging that purchaser depth may be declining as a result of debt pricing/interest rate movements and associated impacts which may impact a potential sale period should conditions deteriorate.

11 Valuation Certification

Acting under instructions from the Perpetual Corporate Trust Limited ATF Rivkin Wholesale Property Trust, Cushman & Wakefield has undertaken a valuation of Lots 2-7 in SP13031, being the Retail Component (Shops 1-5) at 68-70 Campbell Parade, Bondi Beach NSW 2026. We confirm that we have inspected the property as described herein and have prepared this report.

Subject to the overriding stipulations contained within the body of this report, we are of the opinion that the Market Value of the subject property assuming a sale of the unencumbered freehold strata interest subject to the lease agreements detailed herein, as at the 30 August 2023 for financial reporting purposes only is:

\$14,250,000 (exclusive of GST)

(Fourteen Million, Two Hundred & Fifty Thousand Dollars [exclusive of GST])

This certificate of valuation forms part of, and should not be used or read independently from, the complete report.



Bill Bellew AAPI
Certified Practising Valuer
Associate Director



James Burney FAPI CPV
State Director
(Counter-signatory only)

Cushman & Wakefield (Valuations) Pty Ltd

NOTIFICATION TO RELIANCE PARTY/PARTIES: *This report is prepared for the private and confidential use of the reliance party/parties named in Section 3.1 of this report, and only for the purpose outlined in Section 3.1. It should not be relied on by the nominated party/parties for any other purpose and should not be reproduced in whole or part for any other purpose without the express written consent of Cushman & Wakefield. Any party that is not named as a reliance party/parties may not rely on this report for any purpose and should obtain their own valuation before acting in any way in respect of the subject property.*

Liability limited by a scheme approved under Professional Standards Legislation.

Appendix 1: Instruction



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28 August 2023

Perpetual Corporate Trust Limited
ACF Rivkin Wholesale Property Trust
Level 18, 123 Pitt Street
Sydney NSW 2000

Via Email to: shannon.rivkin@rivkin.com.au

Dear Shannon,

Property: Lots 2-7 in SP13031, Shops 1-5 at 68-70 Campbell Parade, Bondi Beach NSW 2026
Client Name: Perpetual Corporate Trust Limited ACF Rivkin Wholesale Property Trust

Thank you for the opportunity to submit a quotation to undertake a valuation of the above-mentioned property (**Property**) and provide a Valuation Report.

Based upon the information provided, we outline the terms of our quotation as follows (**Quotation**).

If you accept this Quotation by signing this Quotation and returning it to us, or you otherwise instruct us to proceed with the valuation, it and the attached Terms and Conditions will form a contract between you and Cushman & Wakefield (Valuations) Pty Ltd (**Us**).

Purpose of Valuation: Financial reporting purposes only.

Reliance Parties: Perpetual Corporate Trust Limited ACF Rivkin Wholesale Property Trust

Basis of Valuation: "As Is" subject to existing leases.

**Deliverables/
Scope of Reporting:** Full report.

Market Value: The estimated amount for which an asset or liability should exchange on the valuation date between a willing buyer and a willing seller in an arm's length transaction after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion.

Standards: The valuation will be prepared in accordance with the Australian Property Institute's Practice Standards, RICS Valuation - Global Standards and International Valuation Standards (IVS) Practice Standards.

- Inspection:** A full and standard physical inspection will be completed.
- Completion Date:** Circa 8-10 working days from receipt of the Required Information.
We reserve the right to review this date should there be any undue delay with the instruction, the provision of information or access.
- Fee:** Please refer to the annexed Fee Schedule.
- Payment:** 100% prior to release of report.
Payment details are noted further within this letter.
- Required Information:** Outlined below is a list of required information. We note that this list may be amended or added to during the process of undertaking the valuation
- Current Leases and status of any upcoming expiries/renewals.
 - Outgoings schedule (ideally most recent strata levy notice, council rates notice and any other operating expenses).
- Terms & Conditions:** The valuation and valuation services are subject to:
1. The terms outlined within this letter.
 2. The "Terms and Conditions of Appointment" annexed.
 3. All issues, conditions, assumptions, disclaimers, qualifications and recommendations as outlined within the advice or valuation report.

Should the Quotation be acceptable, could you kindly execute and return via email at your earliest convenience. The Quotation is valid for a period of 14 days or as otherwise agreed.

We trust that the above satisfies your immediate requirements, however, should you have any queries in respect of our Quotation, please do not hesitate to contact the undersigned.

Yours sincerely

Cushman & Wakefield (Valuations) Pty Ltd



Bill Bellew
Associate Director



REQUIRED INFORMATION SCHEDULE

- Current Leases and status of any upcoming expiries/renewals.
- Outgoings schedule (ideally most recent strata levy notice, council rates notice and any other operating expenses).



FEE SCHEDULE

\$4,000 + GST

Any additional advice/consultation beyond the scope of the initial valuation brief will require a written request and may incur an additional fee, subject to agreement at the time.

Should a report be required to be re-addressed to an approved financier post completion, we note that the major lenders/financiers have their specific compliance and reporting requirements. Unless noted upon signing this document, an additional fee of \$300+GST per request will be required to cover any re-addressing/basic re-scoping of any report to an approved financier.



Executed under Power of Attorney dated 18 September 2014

ACCEPTANCE

I/We confirm that the above details and the Fee Schedule are correct and authorise Cushman & Wakefield (Valuations) Pty Ltd to proceed with the services as stated above. I/We hereby declare that I/we have read and understood the terms and conditions contained within and annexed.

Name: John Newby
Head of Custody
ATTORNEY

Signature: [Handwritten Signature]

Company: _____

Date: 30/8/23

[Handwritten Signature]
Sebastian Nguyen
Client Service Officer
Witness

We also require the following information for invoicing purposes.

Billing Party (Name in full): Perpetual Corporate Trust Limited ACF Rivkin Wholesale Property Trust

Billing Party Address: L18, 123 Pitt Street, Sydney, NSW 2000

Billing Party ABN: 99 000 341 533

Contact Name, Phone & Email: suella.devaja@rivkin.com.au

Please remit your payment as follows:

DIRECT DEPOSIT DETAILS
ANZ
BSB: 014 002
Acct 833414953
Acct Name: Cushman & Wakefield
Reference: Invoice number and Property Address

CHEQUE
Cushman & Wakefield (Valuations) Pty Ltd
Level 22, 1 O'Connell Street
Sydney NSW 2000
Reference: Invoice number and Property Address

Please email details of your remittance to services.arteam@cushwake.com

Terms and Conditions of Appointment – Valuations

1. DEFINITIONS

Advice means the advice (if any) described in the Quotation and issued by Us pursuant to the Contract.

Basis of Valuation means the basis of valuation specified in the Quotation.

Claim includes a claim, suit, notice, demand, action, proceeding, litigation, investigation, judgment.

Completion Date means the completion date specified in the Quotation.

Confidential information means information that:

- (a) Is by its nature confidential; or
- (b) Is designated by Us as confidential; or
- (c) You know or ought to know is confidential; and
- (d) Includes, without limitation:
 - (i) Information comprised in or relating to any of Our intellectual property in the Services or the Valuation Report or Advice provided as part of the Services; and
 - (ii) The Quotation.

Contract means the contract formed by these Terms and Conditions and the Quotation as formed in accordance with Clause 2 below.

Currency Date means the date as at which our professional opinion is stated in Our Valuation Report or Advice (as applicable).

Fee means the amount agreed to be paid for the Services as specified in the Quotation.

Information means all information which You are required to provide to Us in accordance with the terms of the Contract as set out in Clauses 11.1 to 11.3.

Insolvent has the meaning given to it in Regulation 7.5.02 of the Corporations Regulations (as amended or replaced from time to time).

Intellectual Property and Intellectual Property Rights includes property and rights in connection with copyright (including future copyright, moral rights and rights in the nature of or analogous to copyright).

Liability means all liabilities, claims, damages, losses consequential losses (including loss of profit), costs and expenses of whatever nature, howsoever occurring, whether present, unascertained, immediate, future or contingent, whether arising in contract, tort, equity and/or statute.

Party means You or Us and **Parties** means You and Us.

Purpose means the Purpose of Valuation specified in the Quotation.

Quotation means the written Quotation provided by Us in relation to the Services.

Reliance Party means the parties specified in the Quotation.

Required Information means the information specified in the list/Schedule of required information in the Quotation and any other information which we may reasonably request from you for the purpose of providing the Services.

Services means the services provided pursuant to this Contract, and includes any work performed and any documents, Advice, reports or certificates provided, by Us or our agents in connection with those services including but not limited to the Valuation Report.

Services Validity Period means the period commencing on the Currency Date and ending on the date which is 90 days after the Currency Date.

Third Party means any person which is not You or a Reliance Party.

We, Us, Our, means Cushman & Wakefield (Valuations) Pty Ltd (ABN: 18 090 139 076).

You, Your means the person or entity engaging Us to perform the Services as specified in the Quotation.

Valuation Date means the date of valuation specified in the Valuation Report or Advice.

Valuation Material means the Valuation Report or Advice (as applicable) and other documents (including electronic documents or models) compiled or prepared by Us in connection with the provision of the Services.

Valuation Report means the valuation report(s) issued by Us pursuant to the Contract.

2. CONTRACT

- 2.1 The Contract is formed by Your acceptance of the Quotation.
- 2.2 You may accept the Quotation by:
 - (a) signing the Acceptance on the Quotation and sending it to Us;
 - (b) otherwise providing instructions (whether in writing verbally or by conduct) to us after Your receipt of the Quotation.
- 2.3 If You are a trustee, You warrant that You enter into the Contract in Your own capacity and as trustee of the trust.

3. TERMINATION

- 3.1 We may terminate the Contract by notice in writing to You where:
 - (a) You breach the Contract and fail to remedy that breach within 7 days of Us notifying You of that breach;
 - (b) You fail to provide the Required Information within a reasonable time;
 - (c) You
 - (i) suspend or cease Your business activities;
 - (ii) enter into liquidation or become insolvent;
 - (iii) appoint a receiver, manager or trustee in respect of Your business or any property;
 - (iv) perform any other act which shows or tends to show that You are insolvent.

- (d) We reasonably consider that there exists a conflict of interest by reason of circumstances of which We were not aware when the Contract was entered into.
- (e) We reasonably consider that You or any Reliance Party has made an inappropriate request or sought to influence our professional opinion.
- (f) We are unable to perform the Services for reasons outside Our reasonable control.
- 3.2 We may terminate the Contract by notice in writing to You at Our absolute discretion.
- 3.3 Where We terminate the Contract
- (a) pursuant to Clause 3.1, You will pay Us a fee reflecting the Services provided up to the date of termination
- (b) pursuant to Clause 3.2, We will return to You any part of the Fee paid by You
- 3.4 You may terminate the Contract by notice in writing to Us where:
- (a) We breach the Contract and fail to remedy that breach within 7 days of You notifying Us of that breach.
- (b) We have a conflict of interest which We did not Disclose to You, and of which You were not aware, before the Contract was entered into.
- (c) We
- (i) suspend or cease Our business activities;
- (ii) enter into liquidation or become insolvent;
- (iii) appoint a receiver, manager or trustee in respect of Our business or any property;
- (iv) perform any other act which shows or tends to show that We are insolvent.
- 3.5 You may terminate the Contract by notice in writing to Us at Your absolute discretion.
- 3.6 Where You terminate the Contract prior to Completion:
- (a) pursuant to Clause 3.4, We will return to You any part of the Fee paid by You.
- (b) pursuant to Clause 3.5, You will pay Us a fee reflecting the proportion of the Services which we have carried out up to the date of termination.
- 4. PERFORMANCE**
- 4.1 We
- (a) will provide the Services with due care and skill.
- (b) will provide the Services by exercising a degree of professional skill, care, and diligence expected of a valuer experienced in providing the same or similar services;
- (c) will comply with all applicable laws in providing the Services;
- (d) will comply with Your reasonable directions in providing the Services.
- (e) may refuse to provide the Services until You have provided written acceptance of the Quotation; and
- (f) reserve the right to determine how the Services are provided and may use agents or contractors to provide all or any part of the Services.
- 4.2 You will co-operate fully and act reasonably and in good faith to assist Us in the performance of the Services and our obligations under the Contract including (without limitation):
- (a) not unreasonably withholding or delaying the provision of any consent, information, access assistance or other resource required by Us in providing the Services; and
- (b) promptly responding in full to any requests, queries or directions We reasonably make to assist Our provision of the Services.
- 5. COMPLETION**
- 5.1 Completion of the Services will be constituted by Us providing a copy of Our Valuation Report to You.
- 5.2 We:
- (a) will use reasonable efforts to provide the Services by the Completion Date;
- (b) may extend the Completion Date with Your consent (which You will not unreasonably withhold);
- (c) are not liable to You for any loss, liability, cost or expense You may suffer or incur arising from any delay in providing the Services
- 6. BASIS OF VALUATION**
- 6.1 You warrant that the Basis of Valuation is correct unless otherwise notified and agreed
- 6.2 When instructed to comment on the suitability of property as a loan security we are only able to comment on any inherent property risk. Determination of the degree and adequacy of capital and income cover for loans is the responsibility of the lender having regard to the terms of the loan
- 7. CURRENCY OF VALUATION**
- 7.1 Our Valuation Report or Advice is current as at the Currency Date.
- 7.2 Due to possible changes in market forces and circumstances in relation to the subject property the Services can only be regarded as relevant as at the Currency Date.
- 7.3 Where You rely upon Our Valuation Report or Advice after the Currency Date, You accept the risks associated with market movement between the Currency Date and the date of such reliance
- 7.4 Without limiting the clauses 8.1 - 8.6, You must act only upon Our Advice or Valuation Report
- (a) After the expiry of the Services Validity Period
- (b) Where You become aware, during the Services Validity Period of any matter which You know or a reasonable person in Your position would know may have a material effect on the value of the Property or the assumptions or methodology used in the Advice or Valuation Report after the date on which You became aware of that matter
- 8. RELIANCE**
- 8.1 You may only rely upon the Valuation Report or Advice (as the case may be) for the Purpose of the Valuation (and subject to Clause 7)
- 8.2 A Reliance Party may rely upon the Valuation Report or Advice only if such reliance is
- (a) with Your consent
- (b) in connection with Your business; and
- (c) for the Purpose of the Valuation
- 8.3 Notwithstanding Clause 5.2, a Reliance Party may not rely upon the Advice or Valuation Report.
- (a) After the expiry of the Services Validity Period
- (b) Where a Reliance Party becomes aware, during the Services Validity Period of any matter which it knows or a reasonable person in its position would know, may have a material effect on the value of the Property or the assumptions or methodology used in the Advice or Valuation Report after the date on which that Reliance Party became aware of that matter
- 8.4 You or any Reliance Party must not use the Advice or Valuation Report for a purpose other than for the Purpose of the Valuation.

- 8.5 You warrant that You will not release Our Advice or Valuation Report, any part of it, or any details of its substance, to any Third Party without first:
- obtaining Our written consent which will be provided at Our absolute discretion and on such conditions as We may require
 - providing Us with a written acknowledgement, signed by the Third Party, that it agrees to such conditions.
- 8.6 Our consent to You to release Our Advice or Valuations Report any part of it, or any details of its substance, to any Third Party does not authorise such Third Party to rely on Our Advice or Valuation Report. Third Parties may not rely upon Our Advice or Valuation Report without first obtaining from Us a written assignment of Our Advice or Valuation Report.
- 9. ASSIGNMENT**
- 9.1 We reserve the right, at Our absolute discretion, to determine whether or not to assign Our Advice or Valuation Report to any Third Party. Without limiting the extent of Our discretion, We may decline a request for assignment for any reason including where:
- The proposed assignee is not a major recognised lending institution (such as a major bank).
 - The assignment is sought outside of the Services Validity Period
 - We consider that there has been a change in conditions which may have a material impact on the value of the property
 - The proposed assignee seeks to use the Advice or Valuation Report for an inappropriate purpose.
 - The proposed assignee seeks to use Our Advice or Valuation Report for a purpose connected with Managed Investment Scheme (as defined in the Corporations Act, 2001 (Cth)) which:
 - promotes or offers tax benefits (including tax minimisation) to investors; or
 - is involved in any form of direct or indirect investment in primary production (including property used in primary production); or
 - Our Fee has not been paid in full.
- 9.2 Where We decline to provide an assignment, We may be prepared to provide an updated valuation on terms to be agreed at that time
- 9.3 In the event that You request us to assign Our valuation and We agree to do so, You authorise Us to provide to the assignee a copy of these Terms and Conditions, the Quotation and any other document, including instructions provided by You, relevant to Our Services.
- 10. FEE AND EXPENSES**
- 10.1 You will pay to Us the Fee, inclusive of any GST, specified in the Quotation.
- 10.2 In addition to the Fee You will pay our reasonable expenses incurred in connection with Our provision of the Services.
- 10.3 For any Services provided without a Quotation or outside the scope of a Quotation, the Fee will be based on Our current pricing for like services as amended from time to time.
- 10.4 We may vary the Fee for any work undertaken or costs incurred as a result of You:
- varying Your instructions
 - any failure or delay by You in providing Us with the Information
 - Additional, varied and new information be provided (including not limited to design changes, pre-sales update of costings etc.) during the course of the valuation.
- providing Information that was not provided to us prior to the Contract being entered into
 - correcting any errors or omissions in the Information
 - any request by You to bring forward the Completion Date.
- 10.5 We may invoice You the Fee, Expenses and GST by submitting a valid tax invoice. Unless a Quotation specifies otherwise, invoicing may occur at Our discretion and can take place in advance progressively or otherwise.
- 10.6 Unless a Quotation provides otherwise You must pay Our invoices, including any Fee, Expenses and GST in full within 14 days of the date of such invoices.
- 10.7 You must pay our Fee, Expenses and GST in full and You may not deduct any set off, counterclaim or other sum unless We agree in writing.
- 10.8 If before the valuation is concluded:
- You end this instruction, we will charge abortive fees; or
 - There are undue delays in instructing or You materially alter the instruction so that additional work is required at any stage, we will charge additional fees
- And in each case such fees will be calculated on the basis of reasonable time and expenses incurred
- 11. INFORMATION**
- 11.1 You will provide Us with the Requested Information
- 11.2 You will provide Us with such other information as we may reasonably request for the purpose of Us providing the Services.
- 11.3 You will provide Us with full disclosure of all matters:
- of which You are aware, and
 - which You know or a reasonable person in Your position would know, may be relevant to Our provision of the Services (including but not limited to matters which may affect the value of the Property),
- as soon as reasonably practicable after You become aware of such matters.
- 11.4 You warrant that the Information is complete and accurate.
- 11.5 Where possible, within the scope of our obligations under the Contract and limited to our expertise as valuers in performing the Services, we will review the Information including by analysis against industry standards. However, we do not warrant or represent that We have identified or verified all of the matters which a full audit, extensive examination or due diligence investigation might disclose.
- 12. CONDITION OF THE PROPERTY**
- 12.1 In undertaking the Services We will have regard to the apparent state of repair, condition and environmental factors in relation to the property based upon a visual inspection, but We will not (and are not qualified to) carry out a structural, geotechnical or environmental survey. We will not inspect those parts of the property that are unexposed or inaccessible.
- 12.2 Our Advice or Valuation Report will be conditional upon there being no timber infestation, asbestos, non-compliant cladding or any other defect (unless advised otherwise) and that the property is compliant with all relevant environmental laws. It is Your responsibility to provide reports to Us that are relevant to these issues.

- 12.3 We will not undertake a detailed inspection of any plant and equipment or obtain advice on its condition or suitability.
- 12.4 We recommend that You engage appropriately qualified persons to undertake investigations excluded from the Services should you wish to determine condition.
- 12.5 We do not accept responsibility to You, Your related or associated entities any Reliance Parties or any Third Party for Claims that may result directly or indirectly from the condition of the property.
- 13. ENVIRONMENT AND PLANNING**
- 13.1 We will obtain town planning information which is publicly available. It is Your responsibility to check the accuracy of this information by obtaining a certificate under the appropriate legislation.
- 13.2 State or Federal Laws may require environmental audits to be undertaken before there is a change of land use. You will provide such audits to Us where they are required. We will not advise You whether such audits are required or obtain such audits. If You do not provide Us with such audits We will perform the Services on the assumption that such audits are not required.
- 14. BUILDING AREAS AND LETTABLE AREAS**
- 14.1 Where a survey is provided to Us, Our Advice or Valuation Report will be issued on the assumption that the information contained in the survey is accurate and has been prepared in accordance with the Property Council of Australia (PCA) Method of Measurement.
- 14.2 If You do not provide Us with a survey, We will estimate building and/or lettable areas based only upon available secondary information (including but not limited to building plans, Deposited Plans, and our own check measurements) Such estimates do not provide the same degree of accuracy or certainty as would be provided by a survey prepared by an appropriately qualified professional in accordance with the Property Council of Australia (PCA) Method of Measurement.
- 14.3 Where such a survey is subsequently produced which differs from the areas estimated then You will refer the Advice or Valuation Report back to Us for comment or where appropriate, amendment.
- 15. OTHER CONDITIONS**
- 15.1 Unless otherwise notified by You, Our valuation will be issued on the assumption that:
- (a) There are no easements, mortgages, leases, encumbrances, covenants, caveats, rights of way or encroachments except those shown on the Title; and
 - (b) All licences and permits can be renewed.
- 15.2 Where third party expert or specialist information or reports are provided to Us or obtained by Us in connection with the Services (including but not limited to surveys, quantity surveyors reports, environmental audits, structural / dilapidation reports), we will rely upon the apparent expertise of such experts / specialists. We will not verify the accuracy of such information or reports.
- 16. MARKET PROJECTIONS**
- 16.1 Any forecasts, including but not limited to, financial cash flow projections, yields, growths rates or terminal value calculations noted within the services are a valuation tool only, undertaken for the purpose of assisting to determine the market value. We do not represent these tools as providing an indication of likely future profit or realisable cash flow.
- 16.2 Where our services include market projections such projections require the dependence upon a host of variables that are highly sensitive to varying conditions. Accordingly, variation in any of these conditions may significantly affect these market projections.
- 16.3 Where market projections form part of Our Services, We draw your attention to the fact that there will be a number of variables within acceptable market parameters that could be pertinent to Our Services and the projections adopted are representative of only one of these acceptable parameters.
- 16.4 Neither You nor any Reliance Party may rely upon any financial projections or forecasts for any purpose.
- 17. CONFIDENTIALITY**
- 17.1 You must not disclose or make any of the Confidential Information available to another person without Our written consent.
- 17.2 If consent to disclose the Confidential Information provided by Us, You agree to abide by any additional terms and conditions that We may apply to that disclosure.
- 18. PRIVACY**
- 18.1 We may collect personal information about You in the course of performing Our Services. Your personal information will be processed in accordance with:
- (a) Our statutory obligations as specified in applicable privacy laws (including but not limited to the Privacy Act 1988 (Cth)); and
 - (b) Our Privacy Statement which can be accessed at <https://www.cushmanwakefield.com/au/individual-parties/privacy-statement>.
- 19. INTELLECTUAL PROPERTY**
- 19.1 We retain ownership of Our Intellectual Property in respect of the Valuation Material.
- 19.2 We grant You an irrevocable royalty free licence to use the Valuation Material for the Purpose of Valuation.
- 19.3 We grant the Reliance Parties an irrevocable royalty free licence to use the Valuation Material for the Purpose of Valuation.
- 19.4 Neither You nor the Reliance Parties may sub-license rights under this clause or allow any Third Party to copy, use or modify the Valuation Material without Our written consent.
- 19.5 You warrant that use of any material provided to Us by You for the purposes of supplying the Services will not infringe the Intellectual Property Rights of any other person.
- 19.6 You grant Us an irrevocable licence to use Your Intellectual Property for the purpose of providing the Services including, without limitation, incorporating Your Intellectual Property within our Valuation Report.
- 20. CONFLICT OF INTEREST**
- 20.1 You acknowledge that We are a large, multi-national company providing a variety of services to clients.
- 20.2 If either party becomes aware of an actual or potential conflict of interest, it will notify the other party as soon as is reasonably practicable thereafter, and the parties will work together to attempt to resolve any such actual or potential conflict.
- 20.3 You acknowledge that We have not breached the terms of this Contract because a potential or actual conflict of interest exists.

21. CANCELLATION FEE

- 21.1 Should the Valuation Report be cancelled, for whatever reason, the following Cancellation Fees will apply:
- (a) Pre property inspection: \$500 + GST (minimum cancellation fee);
 - (b) Post property inspection: 100% disbursements + 50% Fee;
 - (c) After issuance of preliminary valuation material: 100% disbursements + 85% Fee;
 - (d) After issuance of Valuation Report: 100% disbursements + 100% Fee.

22. LIABILITY

- 22.1 Our Liability is limited by a scheme approved under Professional Standards Legislation.
- 22.2 Where a Valuation Report is provided under this Contract to a Reliance Party that is an APRA approved deposit taking institution (ADI) for first mortgage purposes, Our aggregate liability to You, any of Your related or associated entities and any Reliance Party, in respect of all Claims made by You, any of Your related or associated entities or any Reliance Party, in connection with the Services or the Valuation Report is limited to the amount specified in the APV Professional Standards Scheme, as being the monetary ceiling to which such Claim(s) relate based on the assessed market value.
- 22.3 For the avoidance of doubt, in the event of multiple Reliance Parties, the liability cap referred to in clause 22.2 operates as an aggregate cap for any cumulative liability that We may have to all Reliance Parties.
- 22.4 In any circumstances other than those specified in clause 22.2, to the maximum extent permitted by law and subject to clause 22.7, Our aggregate liability to You, any of Your related or associated entities and any Reliance Party, in respect of all Claims made by You, any of Your related or associated entities or any Reliance Party, in connection with the Services or any Valuation Material is limited to an amount equal to the Fee.
- 22.5 To the maximum extent permitted by law, We will not be liable to You, or any of Your related or associated entities, for loss of business, revenue, contracts, savings or consequential loss of any kind whatsoever that you may incur as a direct or indirect result of, or in connection with, the Services or the Valuation.
- 22.6 Clauses 22.2 and 22.4 will apply notwithstanding any negligence or breach of contract on Our part or on the part of any of Our directors, officers, employees or agents.
- 22.7 Our Liability for breach of a guarantee, condition or a warranty implied into this Contract by the Competition and Consumer Act 2010 (Cth) (ACL), other than a guarantee implied by sections 51, 52 and 53 ACL, is limited in the case of services to any of the following as determined by Us:
- (a) the supplying of the services again; or
 - (b) the payment of the cost of having the services supplied again.

23. INDEMNITIES

- 23.1 You will indemnify Us, Our directors, officers, employees and agents against all Liability (including legal fees on any indemnity basis) which We, Our directors, officers, employees or agents may incur arising out of any Claim made against Us, by any Reliance Party or Third Party, in respect of any loss

suffered by that Reliance Party or Third Party which was caused by or contributed to by:

- (a) Your breach of the Contract
 - (b) Your breach of any duty in tort (including, without limitation, negligence)
 - (c) any wrongful conduct, act or omission by You (including, without limitation, misleading or deceptive conduct)
- 23.2 You will indemnify us for any costs incurred by Us in:
- (a) the recovery of monies payable by You under the terms of the Contract (including, without limitation, by reason of any Fee, Liability or Indemnity); or
 - (b) enforcing our rights against You under the Contract.

24. PRUDENT LENDERS

- 24.1 Where a Valuation Report is provided by Us for any finance purpose, the Valuation Report is prepared on the assumption that the lender as referred to in the Valuation Report (and no other), may rely on the valuation for first mortgage finance purposes and the lender has complied with its own lending guidelines as well as prudent finance industry lending practices, and has considered all prudent aspects of credit risks for any potential borrower, including the borrower's ability to service and repay any mortgage loan. Further, the valuation is prepared on the assumption that any such lender is providing mortgage financing at a conservative and prudent loan to value ratio.
- 24.2 This clause 24 only applies if the lender is not a lender regulated by the Banking Act 1959 (Cth) (where the first mortgagee is a syndicated panel of lenders this clause only applies where any lender in the syndicate which is not an Authorised Deposit-Taking Institution under the Banking Act 1959 (Cth) supervised by Australian Prudential Regulation Authority).

25. GOVERNING LAW AND JURISDICTION

- 25.1 The Contract is governed law of the Australian State or Territory in which the Property is located. The Contract shall be deemed to have been made in that State or Territory.
- 25.2 The Parties submit to the non-exclusive jurisdiction of the courts of the Australian State or Territory in which the Property is located.
- 25.3 In the event of a dispute arising in connection with the Services, You and We will submit to the exclusive jurisdiction of the Australian Courts. This will apply regardless of where:
- (a) the Property is located;
 - (b) the Service is provided; or
 - (c) You are domiciled.

26. ANTI-BRIBERY & CORRUPTION, SANCTION AND ANTI-MONEY LAUNDERING

- 26.1 Anti-Bribery & Corruption
In connection with performance of this Contract, each Party represent and warrant to the other Party that they, comply with, will comply with, and will not cause the other Party to violate, all applicable laws related to anti-bribery or anti-corruption ("Anti-Corruption Laws") including, but not limited to, the U.S. Foreign Corrupt Practices Act (15 U.S.C. §§ 780d-1 et seq.) and the UK Bribery Act of 2010.
- 26.2 Sanction and Anti-Money Laundering
You represent and warrant that:
- (a) in connection with performance of this Contract, You and Your shareholders, directors, officers, or employees comply with, will comply with, and will

not cause Us to violate applicable laws related to the import and export of goods, technology and services, economic or financial sanctions, trade embargoes or other restrictions on trade ("**Sanctions & Trade Controls**"), including, but not limited to, sanctions laws and regulations of the United States (as administered and enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control ("**OFAC**") and U.S. Department of State), the U.S. Export Administration Regulations (31 C.F.R. Parts 730-774), the International Traffic in Arms Regulations (22 C.F.R. Parts 120-130), U.S. anti-boycott regulations (as administered and enforced by the U.S. Department of Commerce's Office of Antiboycott Compliance and the U.S. Department of the Treasury's Internal Revenue Service), and sanctions laws and regulations of the United Kingdom (as administered and enforced by Her Majesty's Treasury), provided that the representations and warranties contained in this Clause 26.2(a) are given only to the extent that they would not result in a violation of or conflict with Council Regulation (EC) No. 2271/96, as amended (or any law or regulation implementing such Regulation in any member state of the European Union or any equivalent law or regulation in the United Kingdom), the German Foreign Trade Act or any similar, applicable anti-boycott or blocking law or regulation.

- (b) in connection with performance of this Contract, You and Your shareholders, directors, officers, or employees comply with, will comply with, and will not cause Us to violate applicable laws related to money laundering, terrorist financing, or related financial recordkeeping and reporting requirements ("**AML Laws**"), including, but not limited to, the Bank Secrecy Act (31 U.S.C. §§ 5311 et seq.) Money Laundering Control Act of 1986 (18 U.S.C. §§ 1956 et seq.), USA PATRIOT Act, EU Money Laundering Directives, UK Prevention of Terrorism Act 2005, UK Serious Organised Crime and Police Act 2005, UK Money Laundering Regulations 2003, UK Proceeds of Crime Act 2002, and UK Anti-Terrorism Crime and Security Act 2001;
- (c) neither You nor any of Your shareholders, directors, officers, or employees (i) is blocked, debarred, designated, excluded, sanctioned, or denied import or export privileges under applicable Sanctions & Trade Controls and/or AML Laws; (ii) located in, resident in or organized under the laws of a country or territory which is a subject of country-wide or territory-wide Sanctions and Trade Controls (at the date of this Agreement), Crimea, Cuba, Iran, Syria or North Korea); or (iii) owned (with a 20% or greater interest) or controlled by any person identified in (i) (collectively, "**Restricted Persons**"); and
- (d) in connection with performance of this Contract, You are not engaged in, and will not knowingly engage in, any dealings or transactions or be otherwise associated with Restricted Persons in violation of Applicable Law or provided that, if a person is considered a Restricted Person solely based on its inclusion in a relevant list, but its inclusion on that list is limited to a specific purpose or purposes, that person would be considered a Restricted Person only with respect to that specific

purpose or purposes and not any other purpose or purposes.

26.3 Notice

If, at any time, You become aware that any of the representations set out in Clause 26.2 are no longer accurate, You will notify Us immediately in writing.

26.4 Termination

We will have the unilateral right, exercisable immediately upon written notice, to terminate this Contract and will be entitled to receive payment of the fees for services rendered pursuant to this Contract together with any and all reasonable additional costs incurred due to such early termination in the event that:

- (a) in connection with performance of this Contract, You violate or causes Us to violate, applicable Anti-Bribery Laws and Rules or Sanctions and AML Laws;
- (b) We believe in good faith that You have acted in a way that may subject Us to liability under applicable Anti-Bribery Laws and Rules or Sanctions and AML Laws; or
- (c) You or any of Your direct or indirect shareholders becomes a Restricted Person.

27. COMPLAINTS PROCEDURE

27.1 If you have any concerns about our service, please raise them in the first instance with the valuer concerned. If this does not result in a satisfactory resolution, please contact the relevant Head of Department.

28. ENTIRE AGREEMENT

- 28.1 No further agreement, amendment or modification of these Terms and Conditions shall be valid or binding unless made in writing and executed on behalf of the Parties by their duly authorised officers.
- 28.2 If there is an inconsistency between these Terms and Conditions, the Quotation, any letter of instruction from You, or other specific request or information the following order of priority shall apply:
 - (a) the Quotation;
 - (b) these Terms and Conditions;
 - (c) any other specific request or information.

29. CUSTODIAN'S LIMITATION OF LIABILITY

- 29.1 Perpetual Corporate Trust Limited (ACN 000 341 551) as custodian for Rivkin Wholesale Property Trust (Custodian) enters into this Agreement only as agent of The Trust Company (Australia) Limited (ACN 090 000 993 as trustee for Rivkin Wholesale Property Trust (Client). The Custodian can only act in accordance with the terms of the agreement under which it is appointed as the Client's agent and is not liable under any circumstances to any party under this Agreement. This limitation of the Custodian's liability applies despite any other provision of this Agreement and extends to all liabilities and obligations of the Custodian in any way connected with any representation, warranty, conduct, omission, agreement or transaction related to this Agreement.
- 29.2 The Custodian is not obliged to do or refrain from doing anything under this Agreement (including, without limitation, incur any liability) unless the Custodian's liability is limited in the same manner as set out in these clauses 1-4.
- 29.3 No attorney, agent, receiver or receiver and manager appointed in accordance with this Agreement has authority to act on behalf of the Custodian in a way which exposes the Custodian to any liability.



29.4 If, whether by the express provisions of this Agreement or by implication of law, the Custodian makes or is taken to have made any representation or warranty then, except for the representations and warranties that can only be within the Custodian's actual corporate knowledge, those representations and warranties are taken to have been made by the Client.

Appendix 2: Title Documents



FOLIO: 2/SP13031

SEARCH DATE	TIME	EDITION NO	DATE
6/9/2023	2:35 PM	20	1/11/2022

LAND

LOT 2 IN STRATA PLAN 13031
AT BONDI
LOCAL GOVERNMENT AREA WAVERLEY

FIRST SCHEDULE

PERPETUAL CORPORATE TRUST LIMITED (T AS597376)

SECOND SCHEDULE (4 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP13031
- 2 AS320037 LEASE TO NICOLA SANSONE OF LOCK UP SHOP, 10 LAMROCK AVENUE, BONDI BEACH. EXPIRES: 30/6/2023.
- 3 AS553759 LEASE TO MRJ LAMROCK PTY LTD (SEE AS584610) OF SHOP 8, LAMROCK AVENUE, BONDI BEACH. EXPIRES: 31/8/2025.
- 4 AS597377 MORTGAGE TO MACQUARIE BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



FOLIO: 3/SP13031

SEARCH DATE	TIME	EDITION NO	DATE
6/9/2023	2:35 PM	11	1/11/2022

LAND

LOT 3 IN STRATA PLAN 13031
AT BONDI
LOCAL GOVERNMENT AREA WAVERLEY

FIRST SCHEDULE

PERPETUAL CORPORATE TRUST LIMITED (T AS597376)

SECOND SCHEDULE (3 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP13031
- 2 AN922427 LEASE TO LITTLE REAL ESTATE (VIC & NSW) PTY LTD OF
SUITE 1, GROUND FLOOR, 2-6 LAMROCK AVENUE, BONDI
BEACH. EXPIRES: 31/1/2025. OPTION OF RENEWAL: 5 YEARS.
- 3 AS597377 MORTGAGE TO MACQUARIE BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



FOLIO: 4/SP13031

SEARCH DATE	TIME	EDITION NO	DATE
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6/9/2023	2:35 PM	10	1/11/2022

LAND

LOT 4 IN STRATA PLAN 13031
AT BONDI
LOCAL GOVERNMENT AREA WAVERLEY

FIRST SCHEDULE

PERPETUAL CORPORATE TRUST LIMITED (T AS597376)

SECOND SCHEDULE (3 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP13031
- 2 AN922427 LEASE TO LITTLE REAL ESTATE (VIC & NSW) PTY LTD OF
SUITE 1, GROUND FLOOR, 2-6 LAMROCK AVENUE, BONDI
BEACH. EXPIRES: 31/1/2025. OPTION OF RENEWAL: 5 YEARS.
- 3 AS597377 MORTGAGE TO MACQUARIE BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



FOLIO: 5/SP13031

SEARCH DATE	TIME	EDITION NO	DATE
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6/9/2023	2:35 PM	11	1/11/2022

LAND

LOT 5 IN STRATA PLAN 13031
AT BONDI
LOCAL GOVERNMENT AREA WAVERLEY

FIRST SCHEDULE

PERPETUAL CORPORATE TRUST LIMITED (T AS597376)

SECOND SCHEDULE (3 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP13031
- 2 AN922427 LEASE TO LITTLE REAL ESTATE (VIC & NSW) PTY LTD OF
SUITE 1, GROUND FLOOR, 2-6 LAMROCK AVENUE, BONDI
BEACH. EXPIRES: 31/1/2025. OPTION OF RENEWAL: 5 YEARS.
- 3 AS597377 MORTGAGE TO MACQUARIE BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



FOLIO: 6/SP13031

SEARCH DATE	TIME	EDITION NO	DATE
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6/9/2023	2:35 PM	22	1/11/2022

LAND

LOT 6 IN STRATA PLAN 13031
AT BONDI
LOCAL GOVERNMENT AREA WAVERLEY

FIRST SCHEDULE

PERPETUAL CORPORATE TRUST LIMITED (T AS597376)

SECOND SCHEDULE (5 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP13031
- 2 AN922427 LEASE TO LITTLE REAL ESTATE (VIC & NSW) PTY LTD OF SUITE 1, GROUND FLOOR, 2-6 LAMROCK AVENUE, BONDI BEACH. EXPIRES: 31/1/2025. OPTION OF RENEWAL: 5 YEARS.
- 3 AR316390 LEASE TO IKARIA COLLECTIVE PTY LIMITED OF LOCKUP SHOP, 70A & 70B CAMPBELL PARADE, BONDI BEACH. EXPIRES: 14/1/2026. OPTION OF RENEWAL: 5 YEARS.
- 4 AR888684 LEASE TO BOOST JUICE PTY LTD OF LOCK-UP SHOP, 70C CAMPBELL PARADE BONDI BEACH. EXPIRES: 31/3/2025.
- 5 AS597377 MORTGAGE TO MACQUARIE BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



FOLIO: 7/SP13031

SEARCH DATE	TIME	EDITION NO	DATE
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6/9/2023	2:35 PM	14	1/11/2022

LAND

LOT 7 IN STRATA PLAN 13031
AT BONDI
LOCAL GOVERNMENT AREA WAVERLEY

FIRST SCHEDULE

PERPETUAL CORPORATE TRUST LIMITED (T AS597376)

SECOND SCHEDULE (3 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP13031
- 2 AR316390 LEASE TO IKARIA COLLECTIVE PTY LIMITED OF LOCKUP
SHOP, 70A & 70B CAMPBELL PARADE, BONDI BEACH. EXPIRES:
14/1/2026. OPTION OF RENEWAL: 5 YEARS.
- 3 AS597377 MORTGAGE TO MACQUARIE BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

COUNCIL'S CERTIFICATE

The Council of the Local Government Area of **Maitland** having satisfied itself that the requirements of the Strata Title Act 1977 (other than the requirements for the registration of strata) have been complied with, states as follows:

Consent (Does Not Object to the attachment of the building beyond the alignment of Lot 10 & Campbell Pde

Date: **20.09.20**
 Subdivision No: **49-57-16**
 Council Clerk: *[Signature]*

*Complete or state if inapplicable.

SURVEYOR'S CERTIFICATE

1. TRAVEL MAYWELL JUSTIN
2. CAR BEEMAN & FISHER PAS DEE WIV 2022

1. The survey was conducted under the Survey Act 1977, under certificate No. 123456789.

(1) The area is the larger number of any part of which is shown on the plan as being a public place.

(2) The area is a public place, the area of which is shown on the plan as being a public place.

(3) The area is a public place, the area of which is shown on the plan as being a public place.

(4) The building containing a proposed lift entered on the land shown on the accompanying location plan and each proposed lift is shown on the accompanying floor plan and each proposed lift is shown on the accompanying floor plan and each proposed lift is shown on the accompanying floor plan.

(a) The survey instrument, period, in the accompanying location plan is accurate.

Signature: *[Signature]*
 Date: **24.11.1977**

* Date if inoperative
 * State whether dealing or plan, and quote registered number

This is sheet 1 of my Plan in 4 sheets.

Signatures, seals and statements of intention to create easements or restrictions or restrictions as to user:

[Signature]
[Signature]

10	20	30	40	50	60	70	80	90	100	110	120	130	140	150	160
Table of mm															

SURVEYOR'S REFERENCE: 77/832

PLAN OF LOTS 10 & 11 IN D.P. 8230 BEING THE LAND COMPRISED IN C.T. VOL. 10218 FDL 220


Municipality: **Waverley** Locality: **Bondi**


Parish: **ALEXANDRIA** County: **CUMBERLAND**

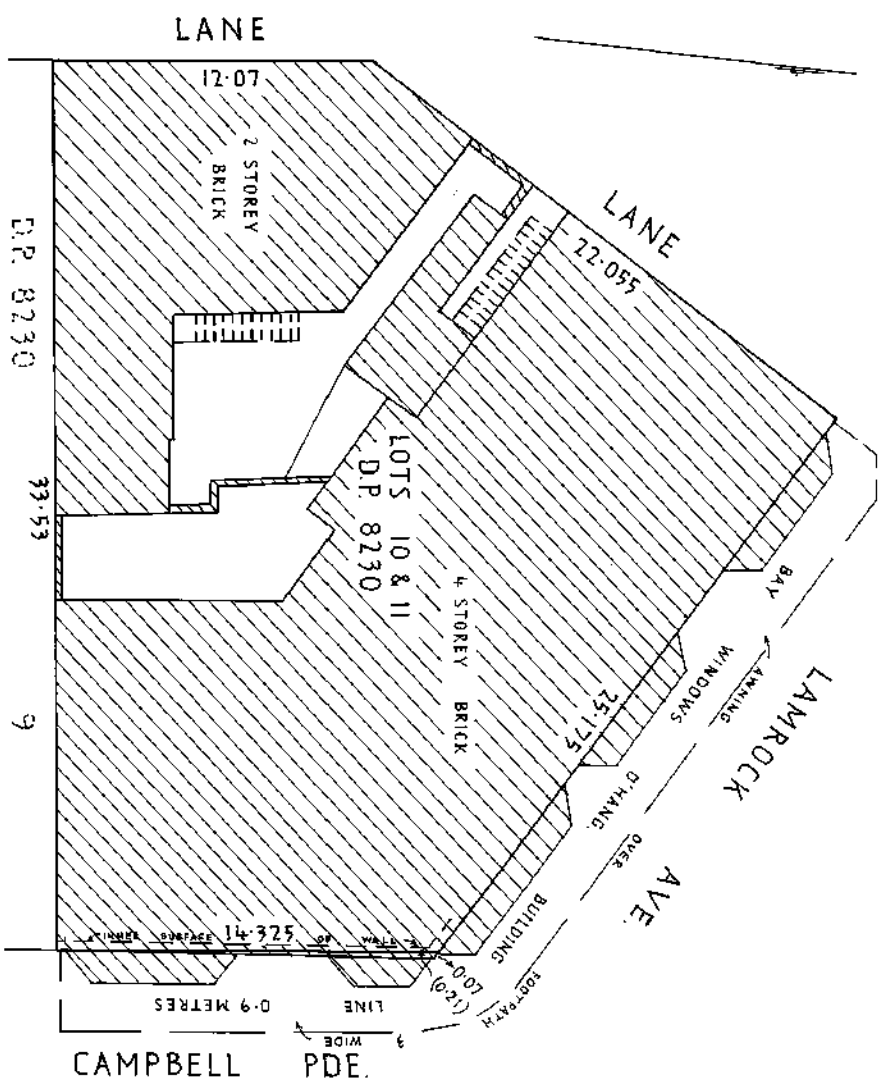
Reduction Ratio: **1:200** Lengths are in metres 

Name of, and address for service of notices on, the body corporate
 * Address required on original strata plan only:

**THE PROPRIETORS - STRATA PLAN NO 13031
 5/ NOBLE DALZIEL & CO
 117 OXFORD ST
 BONDI JUNCTION - P.C. 2022**

STRATA PLAN 13031 

Registered:  19-5-1978
 C.A. NO. 49-ST-16 OF 29-3-78
 Purpose: **STRATA PLAN**
 Ref. Map: **WAVERLEY SH 5**
 Last Plan: **D.P. 8230***



Plan Drawing only to appear in this space

Plan Drawing only to appear in this space

STRATA PLAN 13031

SCHEDULE OF UNIT ENTITLEMENTS

LOT NO.	UNIT ENTITLEMENT	RESUBDIVISION
1	4	
2	3	
3	3	
4	1	
5	2	
6	2	
7	3	
8	2	
9	2	
10	2	
11	2	
12	2	
13	2	
14	2	
15	2	
16	2	
17	2	
18	2	
19	2	
AGGREGATE	42	

Reduction Ratio - 1-

Lengths are in metres -



J.M. Austin
Registered Surveyor

[Signature]
Council Clerk

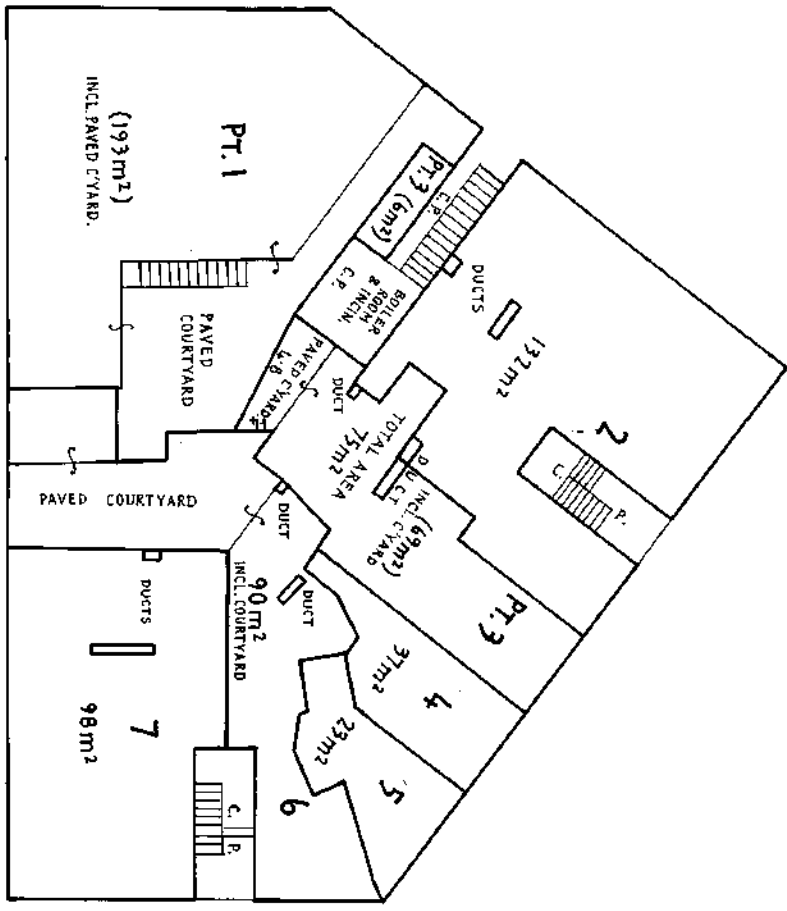
SURVEYOR'S REFERENCE: 77/032

2613031 245064

OFFICE USE ONLY

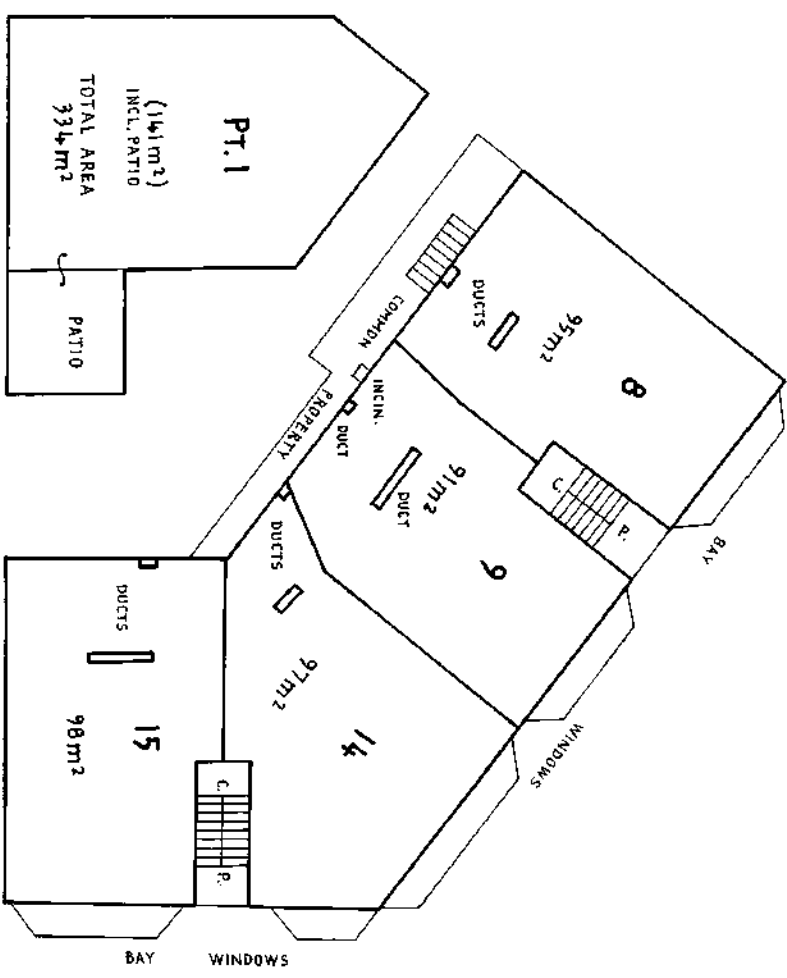
STRATA PLAN 13031

GROUND FLOOR



PAVED COURTYARDS ARE LIMITED TO A HEIGHT OF 3.5m. ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE FLOORS.

FIRST FLOOR



THE PATIO IS LIMITED TO A HEIGHT OF 4m. ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR.

Reduction Ratio 1: 100

Lengths are in metres

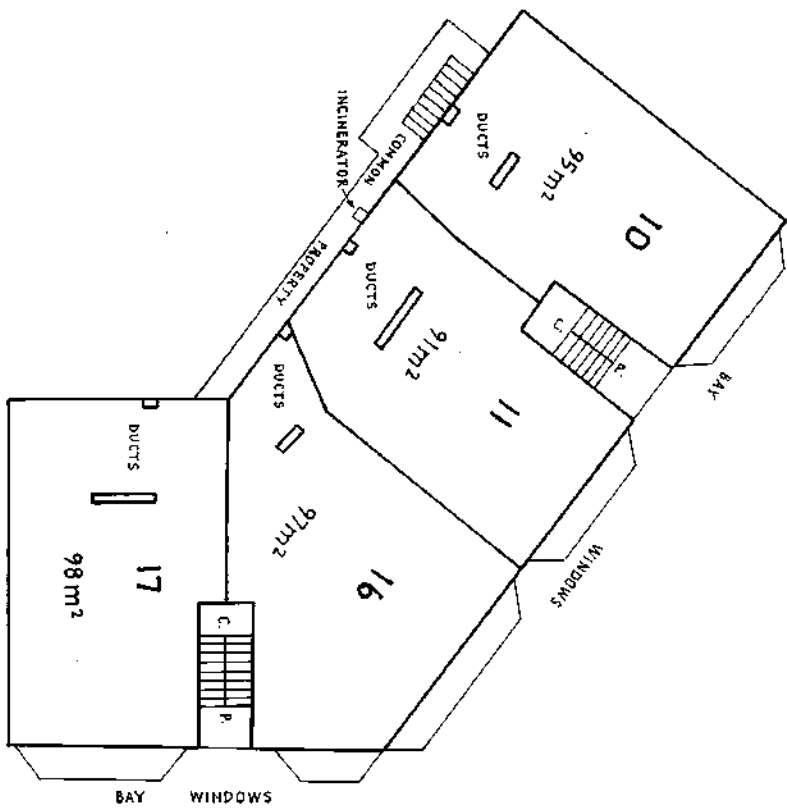
Paul Beattie
Registered Surveyor

[Signature]
Council Clerk

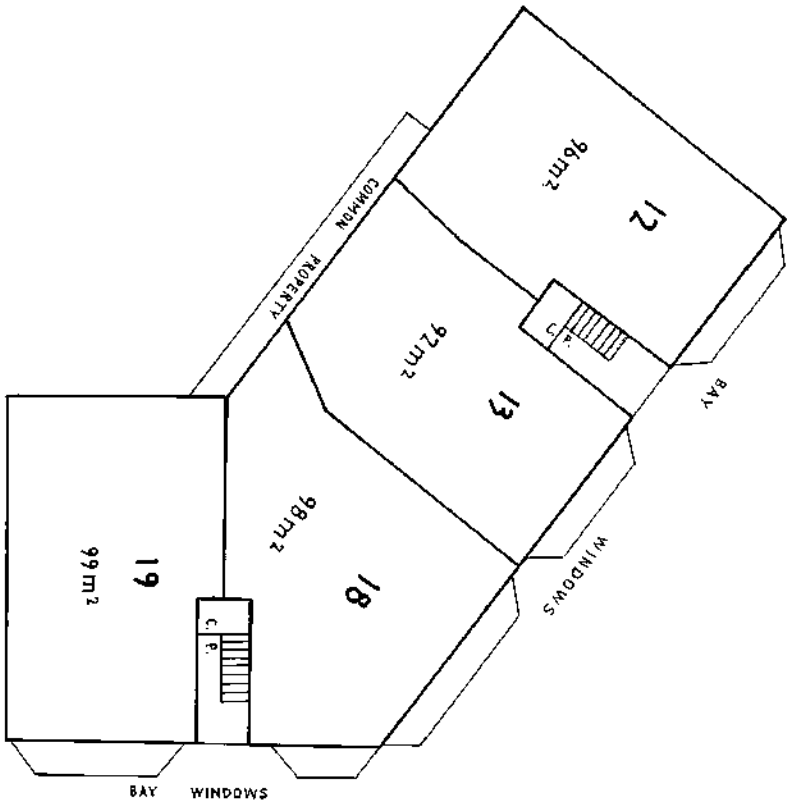
SURVEYOR'S REFERENCE: 77/832



SECOND FLOOR



THIRD FLOOR



Reduction Ratio 1:200

Lengths are in metres

Paul Quaker
Registered Surveyor

[Signature]
Council Clerk

SURVEYOR'S REFERENCE: 77/932



Appendix 3: Lease Extracts

LEASE
New South Wales
Real Property Act 1900

Leave this space clear. Affix additional pages to the top left-hand corner.

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

STAMP DUTY

Insert Duties Assessment No. as issued by Revenue NSW Office.

Duties Assessment No.

(A) **TORRENS TITLE**

Property leased
Part Folio Identifier 2/SP13031
being Lock up Shop known as 10 Lamrock Avenue Bondi Beach NSW 2026

(B) **LOGGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any.	CODE L
	Wise Legal 2/101 O'Sullivan Road Bellevue Hill NSW 2023 T: 0418 276 617 / 9328 5665	
	Email: <u>pwise@wiselegal.com.au</u> Reference: 23060 Perpetual Sansone	

(C) **LESSOR**

perpetual Corporate Trust Limited ACN 000 341 533

The lessor leases to the lessee the property referred to above.

(D)

Encumbrances (if applicable):

(E) **LESSEE**

Sansone Pty Ltd ACN 655 606 741

(F)

TENANCY:

- (G)
- TERM** Four (4) years
 - COMMENCING DATE** 1 July 2023
 - TERMINATING DATE** 30 June 2027
 - With an **OPTION TO RENEW** for a period of four (4) years set out in clause 5 of Annexure "A"
 - With an **OPTION TO PURCHASE** set out in clause N.A. of N.A.
 - Together with and reserving the **RIGHTS** set out in clause N.A. of N.A.
 - Incorporates the provisions or additional material set out in **ANNEXURE(S)** "A" hereto.
 - Incorporates the provisions set out in N.A.
No. N.A.
 - The **RENT** is set out in item No. 6 of Annexure "A" and clause 6 of Annexure "A"

DATE

(H)

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the company named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Company: Sansone Pty Ltd

Authority: section 127 of the Corporations Act 2001

Signature of authorised person: 

Signature of authorised person: 

Name of authorised person: Vincenza Sansone
Office held: Director

Name of authorised person: Nicola Sansone
Office held: Director

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the company named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Company: Perpetual Corporate Trust Limited ACN 000 341 533

Authority: ~~section 127 of the Corporations Act 2001~~

Signature of authorised person:

Signature of authorised person:

Executed under Power of Attorney dated 18 September 2014 *Book 4676 Reg. No. 134*

Name of authorised person:

Name of authorised person: 

Office held:

Office held: Attorney

Trent Franklin
Senior Client Manager

Witness

Lady Sefiawan



Custody Officer

(I) **STATUTORY DECLARATION*** L18, 123 PITT ST
SYDNEY

I

solemnly and sincerely declare that—

1. The time for the exercise of option to _____ in expired lease No. _____ has ended; and
2. The lessee under that lease has not exercised the option.

I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act 1900.

Made and subscribed at _____ in the State of New South Wales on _____
in the presence of _____ of _____,

- Justice of the Peace (J.P. Number: _____) Practising Solicitor
- Other qualified witness [specify] _____,

who certifies the following matters concerning the making of this statutory declaration by the person who made it:

1. I saw the face of the person OR I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had a special justification for not removing the covering; and
2. I have known the person for at least 12 months OR I have confirmed the person's identity using an identification document and the document I relied on was a _____ [Omit ID No.]

Signature of witness:

Signature of applicant:

* As the services of a qualified witness cannot be provided at lodgment, the declaration should be signed and witnessed prior to lodgment. # If made outside NSW, cross out the witness certification. If made in NSW, cross out the text which does not apply.

ANNEXURE A TO THE LEASE

LANDLORD: PERPETUAL CORPORATE TRUST LIMITED ACN 000 341 533 AS CUSTODIAN FOR THE RIVKIN WHOLESALE PROPERTY TRUST

TENANT: SANSONE PTY LTD ABN 53 655 606 741

Annexure A consists of this and the following 37 pages

SUMMARY

- Item 1 Landlord**
Perpetual Corporate Trust Limited ACN 000 341 533 As Custodian For The Rivkin Wholesale Property Trust
- Item 2 Tenant**
Sansone Pty Ltd ABN 53 655 606 741
- Item 3 Guarantor**
Not applicable so long as Sansone Pty Ltd is the lessee
- Item 4 Premises**
Lot 2 in Strata Plan 13031 being known as 10 Lamrock Avenue, Bondi Beach NSW 2026
- Item 5 Term**
4 years starting on 1 July 2023 and ending on 30 June 2027
- Item 6 Initial Rent**
\$185,000 per year excluding GST.
- Item 7 Option Lease**
4 years starting on 1 July 2027 and ending on 30 June 2031
- Item 8 Market Rent Review Dates (including during any Option Lease)**
1 July 2027
- Item 9 CPI Rent Review Dates (including during any Option Lease)**
Not applicable
- Item 10 Percentage Rent Review Dates (including during any Option Leases)**
1 July 2024; 1 July 2025, 1 July 2026, 1 July 2028, 1 July 2029 and 1 July 2030
- Item 11 Percentage for Percentage Rent Review**
3%
- Item 12 Interest rate**
10%
- Item 13 Permitted Use**
Restaurant including pizza restaurant
- Item 14 Initial public liability insurance amount**
\$20,000,000
- Item 15 Bank Guarantee amount**
3 Months Rent being \$50,875.00 including GST



Item 16 **Security Bond amount**
3 Months Rent being \$50,875.00 including GST

Item 17 **Demolition**
Applies but the Demolition Date can be no earlier than 31 December 2026

Item 18 **Excluded Legislation**
Sections 84, 85 and 133B of the *Conveyancing Act 1919 (NSW)*

A handwritten signature in blue ink, appearing to be 'D. S. ...', written over a horizontal line.Handwritten initials 'TB' followed by a horizontal line.