

This document is prepared from a precedent intended solely for use by legal practitioners with the knowledge, skill and qualifications required to use the precedent to create a document suitable to meet the vendor's legal obligation to give certain statements and documents to a purchaser before the purchaser signs a contract to purchase the land. This document is current as at 1 July 2024.

Section 32 Statement

The vendor makes this statement in respect of the land in accordance with section 32 of the *Sale of Land Act 1962*.

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract.

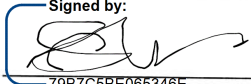
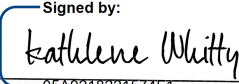
The vendor may sign by electronic signature.

The purchaser acknowledges being given this statement signed by the vendor with the attached documents before the purchase signed any contract.

Land Certificate of Title Volume 8925 Folio 286

Property Address 33-35 CUSACK STREET, WANGARATTA

Vendor's name WHITTY PRODUCE PTY LTD

Signature   **Date** 16-Sep-24 16-Sep-24

Purchaser's name _____

Signature _____ **Date** _____

Important information

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1. FINANCIAL MATTERS

1.1 Particulars of any Rates, Taxes, Charges or Other Similar Outgoings (and any interest on them)

☐ (a) Their total does not exceed: \$ _____

OR

☐ (b) Are contained in the attached certificate/s.

OR

☒ (c) Their amounts are:

Authority	Amount	Interest (if any)
(1) Rural City of Wangaratta	(1) \$2,225.40	(1) \$
(2) North East Water	(2) \$ 239.17	(2) \$
(3)	(3) \$	(3) \$
(4)	(4) \$	(4) \$

☐ (d) There are NO amounts for which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge¹, which are not included in items 1.1(a), (b) or (c) above; other than any amounts described in this rectangular box. \$

1.2 Particulars of any Charge (whether registered or not) imposed by or under any Act to secure an amount due under that Act, including the amount owing under the charge

\$ _____ To _____

Other particulars (including dates and times of payments):

1.3 Terms Contract

This section 1.3 only applies if this section 32 statement is in respect of a terms contract where the purchaser is obliged to make 2 or more payments (other than a deposit or final payment) to the vendor after the execution of the contract and before the purchaser is entitled to a conveyance or transfer of the land.

☐ Attached is a Law Institute of Victoria published "Additional Section 32 Statement".

1.4 Sale Subject to Mortgage

This section 1.4 only applies if this section 32 statement is in respect of a contract which provides that any mortgage (whether registered or unregistered), is NOT to be discharged before the purchaser becomes entitled to possession or receipts of rents and profits.

☐ Attached is a Law Institute of Victoria published "Additional Section 32 Statement".

1.5. Commercial and Industrial Property Tax Reform Act 2024 (Vic) (CIPT Act)

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPCC No. 200
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	☐ YES ☒ NO
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice or property clearance certificate or is as follows	Date: OR ☒ Not applicable

¹ Other than any GST payable in accordance with the contract.

2. ~~INSURANCE~~**2.1 Damage and Destruction**

This section 2.1 only applies if this section 32 statement is in respect of a contract which does NOT provide for the land to remain at the risk of the vendor until the purchaser becomes entitled to possession or receipt of rents and profits.

- ☐ (a) Attached is a copy or extract of any policy of insurance in respect of any damage to or destruction of the land.
OR
- ☐ (b) Particulars of any such policy of insurance in respect of any damage to or destruction of the land are as follows:

Name of insurance company: _____

Type of policy: _____ Policy no: _____

Expiry date: ____ / ____ / ____ Amount insured: _____

2.2 Owner-Builder

This section 2.2 only applies where there is a residence on the land that was constructed by an owner - builder within the preceding 6 years and section 137B of the Building Act 1993 applies to the residence.

- ☐ (a) Attached is a copy or extract of any policy of insurance required under the *Building Act* 1993.
OR
- ☐ (b) Particulars of any required insurance under the Building Act 1993 are as follows:

Name of insurance company: _____

Policy no: _____ Expiry date: ____ / ____ / ____

Note: There may be additional legislative obligations in respect of the sale of land on which there is a building or on which building work has been carried out.

3. LAND USE**3.1 Easements, Covenants or Other Similar Restrictions**

A description of any easement, covenant or other similar restriction affecting the land (whether registered or unregistered): -

- (a) ☒ Is in the attached copies of title document/s.
OR
- ☐ Is as follows:

- (b) ☐ Particulars of any existing failure to comply with that easement, covenant or other similar restriction are:

3.2 Road Access

There is NO access to the property by road if the square box is marked with an "X" ☐

3.3 Designated Bushfire Prone Area

The land is in a designated bushfire prone area under section 192A of the *Building Act* 1993 if the square box is marked with an "X" ☐

3.4 Planning Scheme

- ☐ Attached is a certificate with the required specified information.
OR

☒ The required specified information is as follows:

- (a) Name of planning scheme Wangaratta Planning Scheme
- (b) Name of responsible authority Rural City of Wangaratta
- (c) Zoning of the land Commercial 1
- (d) Name of planning overlay Design & Development, Environmental Audit, Heritage 11, Parking

~~4. NOTICES~~**4.1 Notice, Order, Declaration, Report or Recommendation**

Particulars of any notice, order, declaration, report or recommendation of a public authority or government department or approved proposal directly and currently affecting the land, being a notice, order, declaration, report, recommendation or approved proposal of which the vendor might reasonably be expected to have knowledge:

☐ Are contained in the attached certificates and/or statements.

OR

☐ Are as follows:

4.2 Agricultural Chemicals

There are NO notices, property management plans, reports or orders in respect of the land issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes. However, if this is not the case, the details of any such notices, property management plans, reports or orders, are as follows:

4.3 Compulsory Acquisition

The particulars of any notices of intention to acquire that have been served under section 6 of the *Land Acquisition and Compensation Act 1986* are as follows:

~~5. BUILDING PERMITS~~

Particulars of any building permit issued under the *Building Act 1993* in the preceding 7 years (required only where there is a residence on the land):

☐ Are contained in the attached certificate.

OR

☐ Are as follows:

~~6. OWNERS CORPORATION~~

This section 6 only applies if the land is affected by an owners corporation within the meaning of the *Owners Corporations Act 2006*.

☐ 6.1 Attached is a current owners corporation certificate with its required accompanying documents and statements, issued in accordance with section 151 of the *Owners Corporations Act 2006*.

OR

☐ 6.2 Attached is the information prescribed for the purposes of section 151(4)(a) of the *Owner Corporations Act 2006* and the copy documents specified in section 151(4)(b)(i) and (iii) of that Act.

OR

☐ 6.3 The owners corporation is an inactive owners corporation.²

² An inactive owners corporation includes one that in the previous 15 months has not held an annual general meeting, not fixed any fees and not held any insurance.

~~7. GROWTH AREA INFRASTRUCTURE CONTRIBUTION ("GAIC")~~

Words and expressions in this section 7 have the same meaning as in Part 9B of the *Planning and Environment Act 1987*.

7.1 Work-in-Kind Agreement

This section 7.1 only applies if the land is subject to a work-in-kind agreement.

- (a) The land is NOT to be transferred under the agreement unless the square box is marked with an "X" ☐
- (b) The land is NOT land on which works are to be carried out under the agreement (other than Crown land) unless the square box is marked with an "X" ☐
- (c) The land is NOT land in respect of which a GAIC is imposed unless the square box is marked with an "X" ☐

7.2 GAIC Recording

This section 7.2 only applies if there is a GAIC recording.

Any of the following certificates or notices must be attached if there is a GAIC recording.

The accompanying boxes marked with an "X" indicate that such a certificate or notice that is attached:

- (a) Any certificate of release from liability to pay a GAIC ☐
- (b) Any certificate of deferral of the liability to pay the whole or part of a GAIC ☐
- (c) Any certificate of exemption from liability to pay a GAIC ☐
- (d) Any certificate of staged payment approval ☐
- (e) Any certificate of no GAIC liability ☐
- (f) Any notice providing evidence of the grant of a reduction of the whole or part of the liability for a GAIC or an exemption from that liability ☐
- (g) A GAIC certificate issued under Part 9B of the *Planning and Environment Act 1987* must be attached if there is no certificate or notice issued under any of sub-sections 7.2 (a) to (f) above ☐

8. SERVICES

The services which are marked with an "X" in the accompanying square box are NOT connected to the land:

- ☒ Electricity supply ☒ Gas supply ☐ Water supply ☒ Sewerage ☒ Telephone services

9. TITLE

Attached are copies of the following documents:

9.1 ☒ (a) Registered Title

A Register Search Statement and the document, or part of a document, referred to as the "diagram location" in that statement which identifies the land and its location.

OR

☐ (b) General Law Title

The last conveyance in the chain of title or other document which gives evidence of the vendor's title to the land.

- ☐ 9.2 Evidence of the vendor's right or power to sell (where the vendor is not the registered proprietor or the owner in fee simple).

~~10. SUBDIVISION~~**10.1 Unregistered Subdivision**

This section 10.1 only applies if the land is subject to a subdivision which is not registered.

- ☐ (a) Attached is a copy of the plan of subdivision certified by the relevant municipal council if the plan is not yet registered.
OR
- ☐ (b) Attached is a copy of the latest version of the plan if the plan of subdivision has not yet been certified.

10.2 Staged Subdivision

This section 10.2 only applies if the land is part of a staged subdivision within the meaning of section 37 of the *Subdivision Act 1988*.

- ☐ (a) Attached is a copy of the plan for the first stage if the land is in the second or a subsequent stage.
- (b) The requirements in a statement of compliance relating to the stage in which the land is included that have not been complied with are as follows:

- (c) The proposals relating to subsequent stages that are known to the vendor are as follows:

- (d) The contents of any permit under the *Planning and Environment Act 1987* authorising the staged subdivision are:

10.3 Further Plan of Subdivision

This section 10.3 only applies if the land is subject to a subdivision in respect of which a further plan within the meaning of the *Subdivision Act 1988* is proposed.

- ☐ (a) Attached is a copy of the plan which has been certified by the relevant municipal council (if the later plan has not been registered).
- OR
- ☐ (b) Attached is a copy of the latest version of the plan (if the later plan has not yet been certified).

~~11. *DISCLOSURE OF ENERGY INFORMATION~~

(Disclosure of this information is not required under section 32 of the Sale of Land Act 1962 but may be included in this section 32 statement for convenience.)

Details of any energy efficiency information required to be disclosed regarding a disclosure affected building or disclosure area affected area of a building as defined by the *Building Energy Efficiency Disclosure Act 2010* (Cth)

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 1 000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):
- ☐ Are contained in the attached building energy efficiency certificate.
- OR
- ☐ Are as follows:

12. DUE DILIGENCE CHECKLIST

(The Sale of Land Act 1962 provides that the vendor or the vendor's licensed estate agent must make a prescribed due diligence checklist available to purchasers before offering land for sale that is vacant residential land or land on which there is a residence. The due diligence checklist is NOT required to be provided with, or attached to, this section 32 statement but the checklist may be attached as a matter of convenience.)

- ☐ Vacant Residential Land or Land with a Residence
- ☒ Attach Due Diligence Checklist (this will be automatically attached if ticked)

13. ATTACHMENTS

(Any certificates, documents and other attachments may be annexed, and additional information may be added to this section 13 where there is insufficient space in any of the earlier sections)

(Attached is a Law Institute of Victoria published "Additional Section 32 Statement" if section 1.3 (Terms Contract) or section 1.4 (Sale Subject to Mortgage) applies)

Certificate of Title Volume 8925 Folio 286



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The Victorian Government acknowledges the Traditional Owners of Victoria and pays respects to their ongoing connection to their Country, History and Culture. The Victorian Government extends this respect to their Elders, past, present and emerging.

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

Page 1 of 1

VOLUME 08925 FOLIO 286

Security no : 124118181097P
Produced 11/09/2024 06:13 PM

LAND DESCRIPTION

Lot 2 on Plan of Subdivision 094868.
PARENT TITLE Volume 08455 Folio 994
Created by instrument LP094868 10/05/1972

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
WHITTY PRODUCE PTY LTD of HUME HY SOUTH WANGARATTA 3678
S736764N 13/10/1993

ENCUMBRANCES, CAVEATS AND NOTICES

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 24 Subdivision Act 1988 and any other encumbrances shown or entered on the plan or imaged folio set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE LP094868 FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: 33-35 CUSACK STREET WANGARATTA VIC 3677

ADMINISTRATIVE NOTICES

NIL

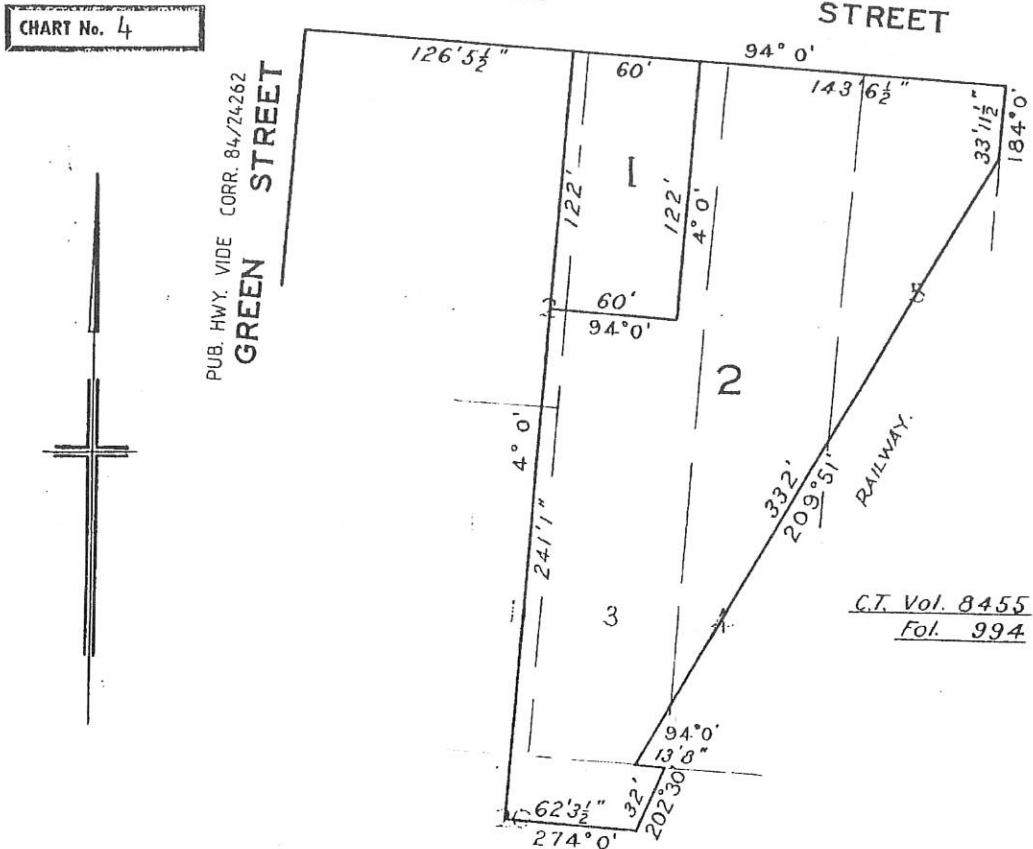
eCT Control 20432E MILNE LAWYERS
Effective from 16/02/2024

DOCUMENT END

LP94868
EDITION 1
APPROVED 5/14/72

<p>PLAN OF SUBDIVISION OF:</p> <p>PART OF CROWN ALLOTMENTS 1, 2, 3, 4, & 5</p> <p>SECTION 21^A</p> <p>TOWNSHIP: WANGARATTA</p> <p>PARISH: WANGARATTA NORTH</p> <p>COUNTY: MOIRA</p>	<p>APPROPRIATIONS</p>
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FEET 60 30 0 30 60 120 180
METRES 20 10 0 10 20 40 60



<p>CONSENT OF COUNCIL</p> <p>THE COMMON SEAL OF THE MAYOR, COUNCILLORS AND CITIZENS OF THE CITY OF WANGARATTA WAS HERETO AFFIXED THIS DAY OF <u>28 February</u> 1972 IN PURSUANCE OF A RESOLUTION DATED <u>28 February 1972</u> THE PRESIDENT OF :</p> <p>..... MAYOR <u>H. J. G. G. G. G.</u> COUNCILLOR <u>M. H. G. G. G.</u> COUNCILLOR</p>	<p>SURVEYORS CERTIFICATION</p> <p>I certify that this plan was made by me and accords with title and is mathematically correct.</p> <p><u>B. A. Rebbecki</u> LICENSED SURVEYOR 21ST OCTOBER 1971</p> <p>REF. 361</p>
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PLANNING PROPERTY REPORT



From www.planning.vic.gov.au at 11 September 2024 12:00 PM

PROPERTY DETAILS

Address: 33-35 CUSACK STREET WANGARATTA 3677
Lot and Plan Number: Lot 2 LP94868
Standard Parcel Identifier (SPI): 2\LP94868
Local Government Area (Council): WANGARATTA
Council Property Number: 11341
Planning Scheme: Wangaratta
Directory Reference: Vicroads 664 F8

www.wangaratta.vic.gov.au

Planning Scheme - Wangaratta

UTILITIES

Rural Water Corporation: Goulburn-Murray Water
Urban Water Corporation: North East Water
Melbourne Water: Outside drainage boundary
Power Distributor: AUSNET

STATE ELECTORATES

Legislative Council: NORTHERN VICTORIA
Legislative Assembly: OVENS VALLEY

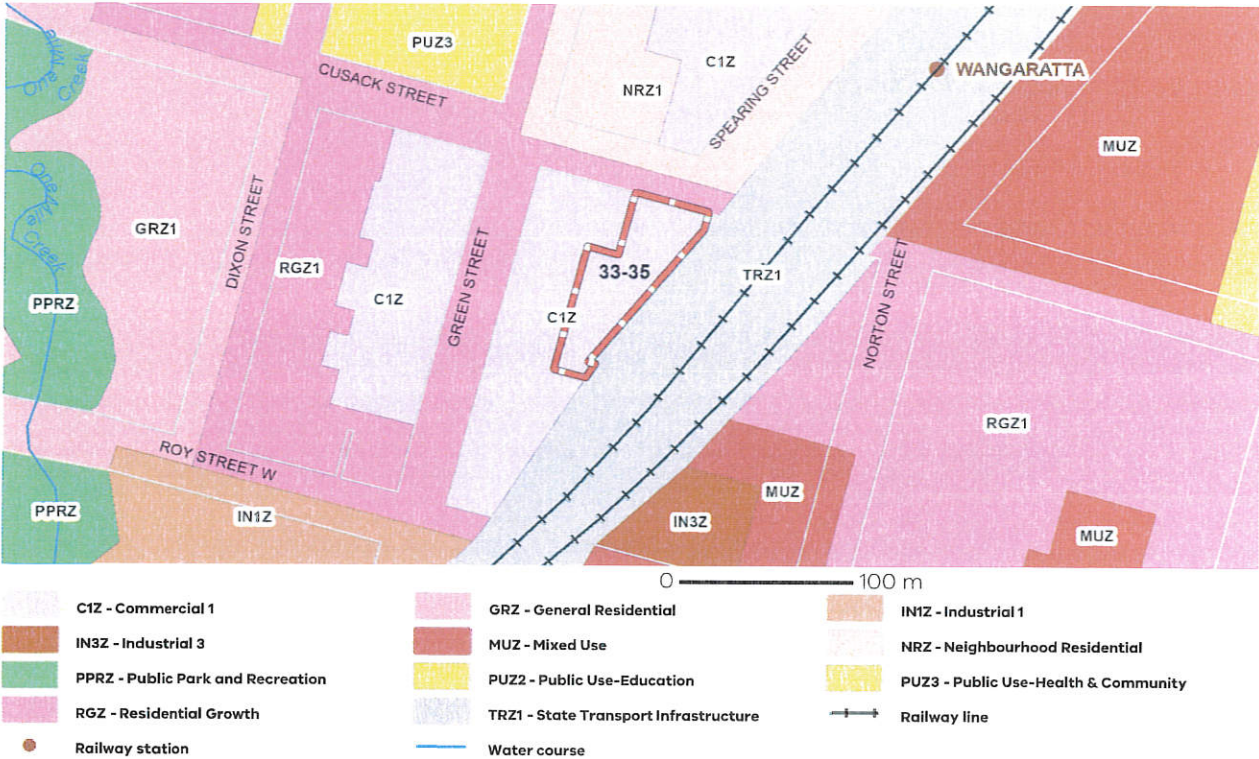
OTHER

Registered Aboriginal Party: Yorta Yorta Nation Aboriginal Corporation

View location in VicPlan

Planning Zones

COMMERCIAL 1 ZONE (C1Z)
SCHEDULE TO THE COMMERCIAL 1 ZONE (C1Z)



- C1Z - Commercial 1
- IN3Z - Industrial 3
- PPRZ - Public Park and Recreation
- RGZ - Residential Growth
- Railway station
- GRZ - General Residential
- MUZ - Mixed Use
- PUZ2 - Public Use-Education
- TRZ1 - State Transport Infrastructure
- Water course
- IN1Z - Industrial 1
- NRZ - Neighbourhood Residential
- PUZ3 - Public Use-Health & Community
- Railway line

Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.

PLANNING PROPERTY REPORT

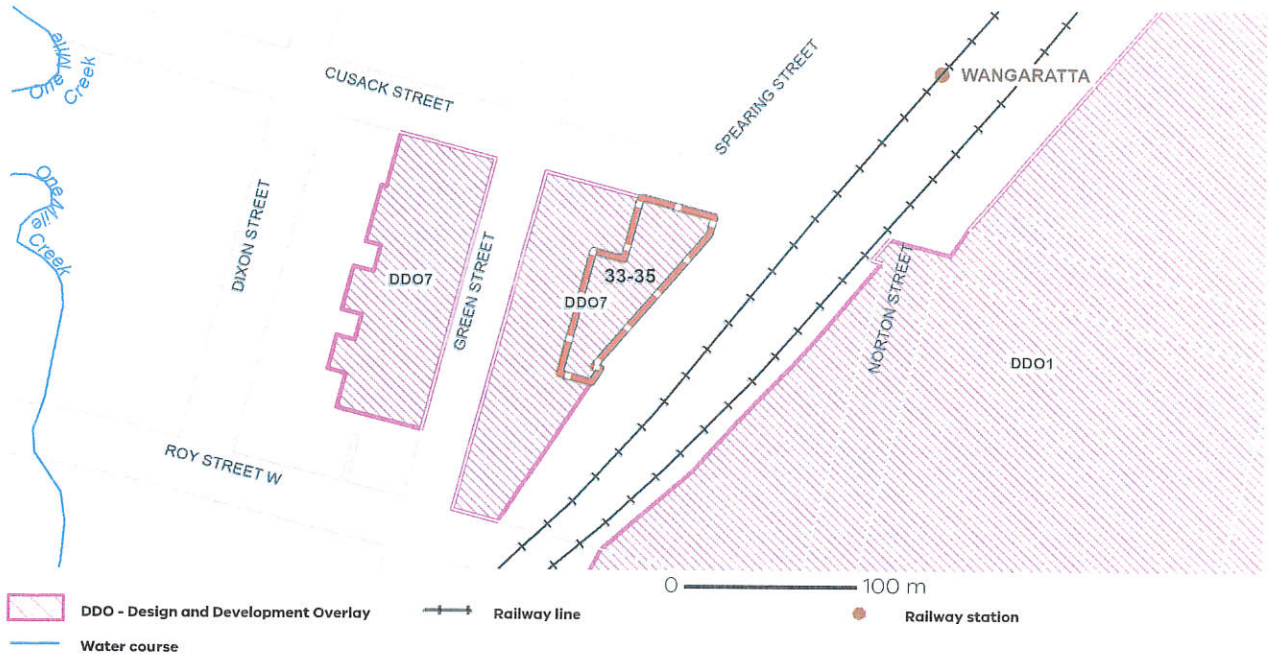


Environment,
Land, Water
and Planning

Planning Overlays

DESIGN AND DEVELOPMENT OVERLAY (DDO)

DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 7 (DDO7)



ENVIRONMENTAL AUDIT OVERLAY (EAO)



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PLANNING PROPERTY REPORT: 33-35 CUSACK STREET WANGARATTA 3677

PLANNING PROPERTY REPORT



Environment,
Land, Water
and Planning

Planning Overlays

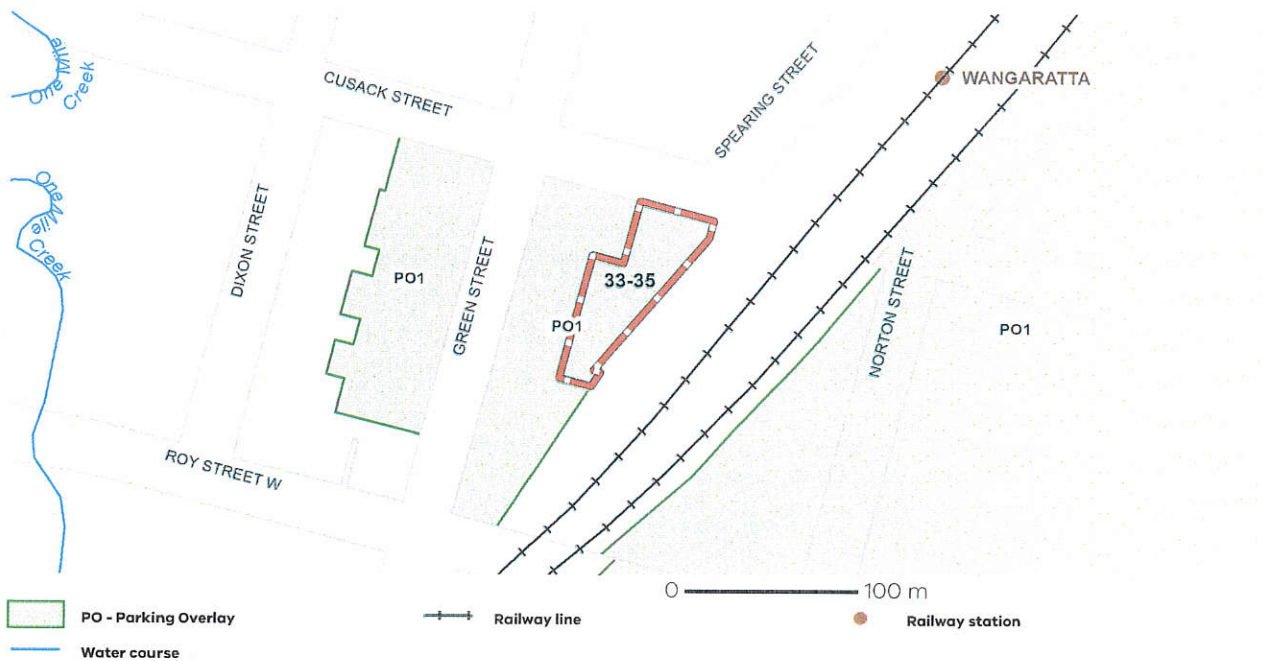
HERITAGE OVERLAY (HO)

HERITAGE OVERLAY - SCHEDULE (HO11)



PARKING OVERLAY (PO)

PARKING OVERLAY - PRECINCT 1 SCHEDULE (PO1)



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PLANNING PROPERTY REPORT: 33-35 CUSACK STREET WANGARATTA 3677

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PLANNING PROPERTY REPORT



Environment,
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Planning Overlays

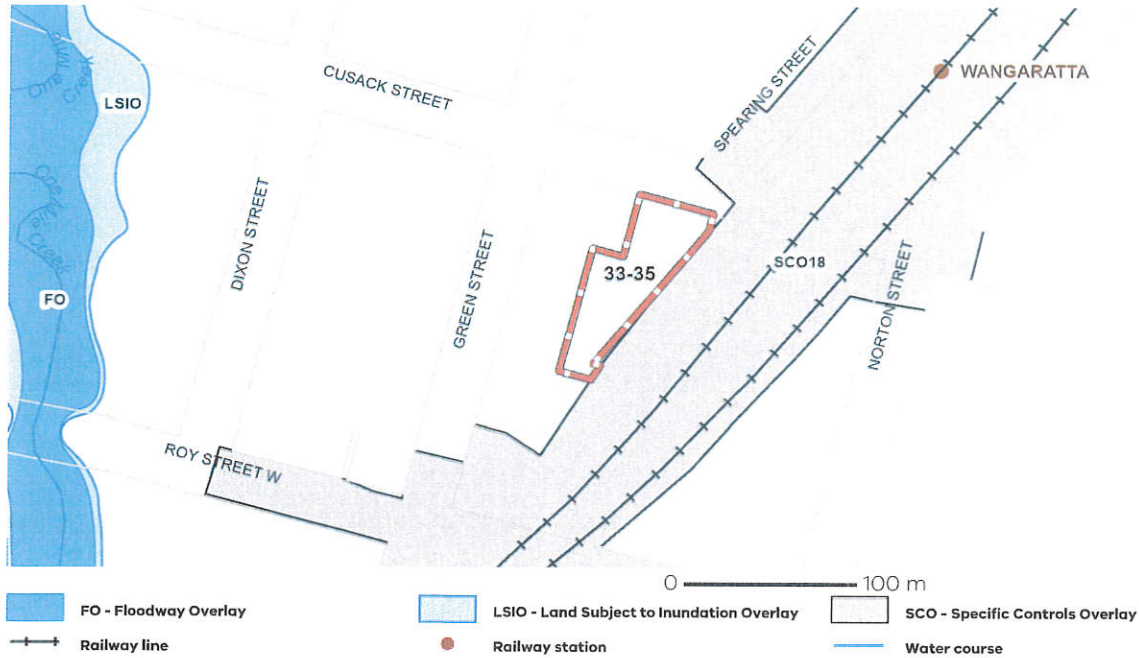
OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

[FLOODWAY OVERLAY \(FO\)](#)

[LAND SUBJECT TO INUNDATION OVERLAY \(LSIO\)](#)

[SPECIFIC CONTROLS OVERLAY \(SCO\)](#)



Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

Further Planning Information

Planning scheme data last updated on 4 September 2024.

A **planning scheme** sets out policies and requirements for the use, development and protection of land. This report provides information about the zone and overlay provisions that apply to the selected land. Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting <https://www.planning.vic.gov.au>

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**. It does not include information about exhibited planning scheme amendments, or zonings that may affect the land. To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

For details of surrounding properties, use this service to get the Reports for properties of interest.

To view planning zones, overlay and heritage information in an interactive format visit <https://mapshare.maps.vic.gov.au/vicplan>

For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

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PLANNING PROPERTY REPORT: 33-35 CUSACK STREET WANGARATTA 3677

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PLANNING PROPERTY REPORT



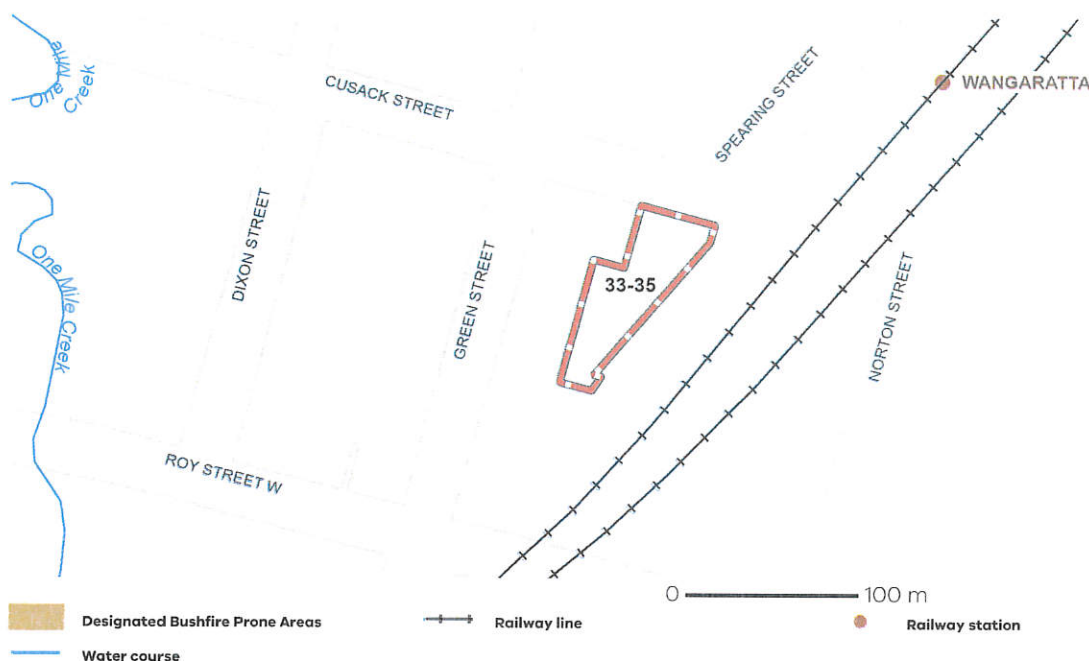
Environment,
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Designated Bushfire Prone Areas

This property is not in a designated bushfire prone area.
No special bushfire construction requirements apply. Planning provisions may apply.

Where part of the property is mapped as BPA, if no part of the building envelope or footprint falls within the BPA area, the BPA construction requirements do not apply.

Note: the relevant building surveyor determines the need for compliance with the bushfire construction requirements.



Designated BPA are determined by the Minister for Planning following a detailed review process. The Building Regulations 2018, through adoption of the Building Code of Australia, apply bushfire protection standards for building works in designated BPA.

Designated BPA maps can be viewed on VicPlan at <https://mapshare.vic.gov.au/vicplan/> or at the relevant local council.

Create a BPA definition plan in [VicPlan](#) to measure the BPA.

Information for lot owners building in the BPA is available at <https://www.planning.vic.gov.au>.

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website <https://www.vba.vic.gov.au>. Copies of the Building Act and Building Regulations are available from <http://www.legislation.vic.gov.au>. For Planning Scheme Provisions in bushfire areas visit <https://www.planning.vic.gov.au>.

Native Vegetation

Native plants that are indigenous to the region and important for biodiversity might be present on this property. This could include trees, shrubs, herbs, grasses or aquatic plants. There are a range of regulations that may apply including need to obtain a planning permit under Clause 52.17 of the local planning scheme. For more information see [Native Vegetation \(Clause 52.17\)](#) with local variations in [Native Vegetation \(Clause 52.17\) Schedule](#)

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Information Management system <https://nvim.delwp.vic.gov.au/> and [Native vegetation \(environment.vic.gov.au\)](#) or please contact your relevant council.

You can find out more about the natural values on your property through NatureKit [NatureKit \(environment.vic.gov.au\)](#)

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PLANNING PROPERTY REPORT: 33-35 CUSACK STREET WANGARATTA 3677

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WANGARATTA PLANNING SCHEME

PS Map Ref	Heritage Place	External Paint Controls Apply?	Internal Alteration Controls Apply?	Tree Controls Apply?	Solar energy system controls apply?	Outbuildings or fences which are not exempt under Clause 43.01-4	Included on the Victorian Heritage Register under the Heritage Act 2017?	Prohibited uses may be permitted?	Aboriginal heritage place?
HO22	Cross Roads Store & Residence, 43 Murdoch Street, Wangaratta	No	No	No	Yes	No	No	No	No
HO23	'Valdoris' 44 Murdoch Road, Wangaratta	No	No	No	Yes	No	No	No	No
HO114	"Mundarlo", 82 Murdoch Rd, Wangaratta	Yes	No	Yes	Yes	No	No	No	No
HO5	The Central Business District (Precinct) Murphy and Reid Streets and Victoria Parade, Wangaratta	No	No	No	Yes	No	No	No	No
HO139	Wangaratta Railway Station Complex 37 Norton Street, Wangaratta	-	-	-	-	-	Yes Ref No.H1597	Yes	No
HO11	The Railway Station & Associated Items (Precinct) Norton Street, Wangaratta	No	No	No	Yes	No	No	No	No
HO115	One of a Pair of Villas, 14 Olive Street, Wangaratta	Yes	No	No	Yes	Yes	No	No	No
HO116	One of a Pair of Villas, 16 Olive Street, Wangaratta	Yes	No	No	Yes	Yes	No	No	No
HO118	Consulting Rooms & Former Doctor's Residence, 70 Ovens Street, Wangaratta	Yes	No	Yes	Yes	Yes	No	No	No



LICENCE

THIS AGREEMENT is made on **3 February 2023**

BETWEEN: **AUSTRALIAN RAIL TRACK CORPORATION LTD** (ABN 75 081 455 754) of 11 Sir Donald Bradman Drive, Keswick Terminal, SA 5035 (hereafter '**ARTC**').

AND: **WHITTY PRODUCE PTY LTD** (ACN 005 339 588) of 287 Tone Road, Wangaratta, VIC 3677 (hereafter '**the Licensor**').

RECITALS:

- A. The Licensor is the registered owner of the Land.
- B. At ARTC's request, the Licensor has agreed to grant to ARTC a licence to carry out the Permitted Use on the Land for the Term (and for any Option Term(s), if applicable), in consideration of the Licence Fee in accordance with the terms and conditions of this Licence.
- C. Unless otherwise specified, capitalised terms in this Licence have the meanings set out in the Reference Schedule.

THE PARTIES AGREE AS FOLLOWS:

- 1. The Licensor grants to ARTC and ARTC accepts a licence of the Land for the Term, subject to any rights of early termination contained in this Licence. The Licensor also grants a right for ARTC to renew this Licence for the Option Term(s). If ARTC wishes to exercise any Option Term, it must provide written notice to the Licensor not less than one (1) month and not more than three (3) months prior to the terminating date requesting renewal of the Licence for the Option Term. If such notice is given, then the Licensor is deemed to have granted a new Licence to ARTC for the Option Term on the same terms and conditions of this Licence and for the relevant Licence Fee.
- 2. This Licence grants to ARTC a right of exclusive possession of the Land for the Term (and any Option Term, if exercised) and a right to quiet enjoyment.
- 3. The Licensor consents to ARTC using the Land for the Permitted Use.
- 4. For the removal of doubt, a reference to ARTC includes any agent, employee, alliance partner, contractor and invitee of ARTC.
- 5. ARTC must pay the Licence Fee on an annual basis for the Term (and any Option Term, if applicable), to the Licensor within 30 days of the later of:
 - a. the Commencement Date and each anniversary of the Commencement Date thereafter (or the commencement date of the relevant Option Term); and
 - b. ARTC's receipt of a valid tax invoice pursuant to *A New Tax System (Goods and Services Tax) Act 1999* (Cth) from the Licensor, if applicable.
- 6. ARTC must use the Land only for the Permitted Use and must not use or allow the Land to be used for any other use other than with the Licensor's consent. This consent should not be unreasonably withheld.
- 7. The parties acknowledge that the condition of the Land may change between the date of execution of this Licence and the Commencement Date. ~~No later than 30 Business Days prior to the~~



Licence

Commencement Date, ARTC must take photographs of the Land (**Photographs**) and promptly thereafter provide copies of the Photographs to the Licensor. Upon at least 2 Business Days' notice by ARTC, the Licensor must grant to ARTC reasonable access to the Land for the purpose of taking the Photographs in accordance with this clause 7. The parties acknowledge that the condition of the Land as at the Commencement Date is as depicted in the Photographs.

8. ARTC shall keep current during the Term a public risk insurance policy in the amount of \$20,000,000 per event.
9. ARTC and the Licensor acknowledge and agree that this Licence and any documents referred to in Item 8 of the Reference Schedule contains and represents the entire agreement reached between them with regard to the Land (other than any Contract for Sale of Land) and that no promises, representations or undertakings, other than those contained in this Licence and any documents referred to in Item 8 of the Reference Schedule, were made or given or relied upon.
10. ARTC must not carry out any alterations or additions to the Land (except where detailed in the Permitted Use), including but not limited to any advertising signs or structures, without providing full details of the proposed alterations and additions to the Licensor and obtaining the Licensor's consent, which must not be unreasonably withheld or delayed.
11. ARTC may terminate this Licence before the expiry of the Term, or before the expiry of any Option Term, if applicable, at its absolute discretion by providing written notice to the Licensor and this Licence will terminate on the date specified by ARTC in such notice.
12. Subject to clause 13 and as may otherwise be specified in a document referred to in Item 8 of the Reference Schedule, as soon as practicable after the termination of this Licence or upon conclusion of the Term (or at the conclusion of the final Option Term, if applicable), ARTC will restore the Land to a condition similar to its condition at the Commencement Date by:
 - (a) removing all of its equipment and structures it placed on the Land and repairing any damage caused by such removal;
 - (b) if required by the Licensor, removing and reinstating any alterations or additions made to the Land by ARTC;
 - (c) completing any repairs or maintenance which ARTC is obliged to carry out under this Licence;
 - (d) repairing any damage to the Land caused or contributed to by the act or negligence of ARTC;
 - (e) undertaking restoration activities in accordance with the rehabilitation protocol set out in Schedule 2; and
 - (f) (if the Land is described in Item 1 of the Reference Schedule as 'pastoral grazing land'), following consultation with the Licensor, determining and sowing into the Land an appropriate seed mix.

For clarity, if the Land is described in Item 1 of the Reference Schedule as 'cropped land', nothing in this Licence will oblige ARTC to revegetate or seed the Land.

13. In the event that either party is in default of any of its obligations under this Licence, the other party may give the defaulting party a written notice requiring the defaulting party to remedy that breach within a reasonable timeframe, having regard to the nature of the breach (but in any event, allowing at least 14 days for the breach to be remedied).



Licence

14. ARTC uses the Land at its own risk.
15. ARTC must comply with:
 - (a) the Biosecurity Requirements (if any) set out in Item 6 of the Reference Schedule; and
 - (b) the additional requirements (if any) set out in Schedule 2.
16. ARTC is liable for and indemnifies the Licensor against all actions, liabilities, penalties, claims or demands arising out of or in any way connected to this Licence, from the wrongful, negligent or unlawful act or omission or willful misconduct by ARTC in the exercise of rights under this Licence or any breach by ARTC of this Licence, which causes:
 - (a) loss or damage to or destruction of property of the Licensor, including real and personal property, plant and machinery, crops and livestock; and
 - (b) personal injury or death,except to the extent caused or contributed to by the Licensor's negligence, act, omission, breach of law or default and except for consequential or indirect loss, damage or liability.
17. ARTC releases the Licensor from all actions, liabilities, penalties, claims or demands for any damage, loss, injury or death occurring on the Land except to the extent caused or contributed to by the Licensor's negligence, act, omission, breach of law or default and except for consequential or indirect loss, damage or liability.
18. This Licence is governed by the Laws of the State in which the Land is located and the parties irrevocably submit to the nonexclusive jurisdiction of the courts of that State and where applicable the Federal Courts of Australia.
19. This Licence may be executed in any number of counterparts and all counterparts together will constitute one instrument.
20. For the purpose of this clause 20, **notice** means a notice, consent, approval or other communication under this Licence and **Business Day** means a day not being a Saturday, Sunday or public holiday in the State where the Land is located.
 - (a) A notice must be signed by or on behalf of the person giving it, addressed to the person to whom it is to be given and:
 - (i) delivered to that person's address;
 - (ii) sent by pre-paid mail to that person's address; or
 - (iii) sent by email to that person's email address.
 - (b) A notice given to a person in accordance with this clause is treated as having been given and received:
 - (i) if delivered, on the day of delivery if delivered before 5.00 pm on a Business Day, otherwise on the next Business Day;
 - (ii) if sent by pre-paid mail, on the third Business Day after posting; or
 - (iii) if transmitted by email:
 - A. if delivered by 5.00 pm on a Business Day - at the time (local time in the place of receipt) specified in the delivery confirmation or receipt generated



Licence

by the sender's email (which include a confirmation that the email was successfully relayed to the recipient's server); or

- B. if delivered after 5.00 pm on a Business Day or on a day that is not a Business Day - on the next Business Day after the time (local time in the place of receipt) specified in the delivery confirmation or receipt generated by the sender's email (which include a confirmation that the email was successfully relayed to the recipient's server).

(c) For the purposes of this clause 20, the address, email address and contact person of:

- (i) ARTC is the address, email address and contact person set out in Item 7 of the Reference Schedule; and
- (ii) the Licensor is the address, email address and contact person set out in Item 7 of the Reference Schedule,

or such other address, email address or contact person as ARTC or the Licensor may, from time to time, notify to each other in accordance with this clause 20.

21. If any part of this Licence is found to be invalid or void or unenforceable, then that part will be severed from this Licence and the remainder of this Licence will continue to apply.

22. Goods and Services Tax (GST)

- (a) (Reimbursements and similar payments) Any payment or reimbursement required to be made under this Licence that is calculated by reference to a cost, expense, or other amount paid or incurred will be limited to the total cost, expense or amount less the amount of any input tax credit to which an entity is entitled for the acquisition to which the cost, expense or amount relates.

(b) (GST payable)

- i. If GST is payable in relation to a supply (except in cases where the consideration is specified to be inclusive of GST) made under or in connection with this Licence then any party ("**Recipient**") that is required to provide consideration to another party ("**Supplier**") for that supply must pay an additional amount to the Supplier equal to the amount of that GST at the same time as any other consideration is to be first provided for the supply.
- ii. The Supplier must provide a tax invoice to the Recipient no later than 14 days after the day on which any consideration is to be first provided for that supply.

(c) (No merger) This clause 22 will not merge on expiry or termination of this Licence.

~~23. ARTC will pay the Licensor's reasonable legal costs in relation to the preparation and execution of this Licence.~~

24. If the Land is in:

(a) NSW, the parties:

- (i) acknowledge that the State (in which jurisdiction the Land is situated) or an authority of that State or may acquire the Land (or part of the Land) on behalf of or for ARTC in accordance with the process set out in the *Land Acquisition (Just Terms Compensation) Act 1991* (NSW);

(ii) acknowledge that if the Land (or part of the Land) is acquired, the compensation



Licence

payable to the Licensor will be assessed in accordance with the *Land Acquisition (Just Terms Compensation) Act 1991* (NSW); and

- (iii) agree that for the purpose of assessing compensation in accordance with the *Land Acquisition (Just Terms Compensation) Act 1991* (NSW), the value of the Land will be assessed as if ARTC had not carried out the Permitted Use (including but not limited to improvements) on the Land;

(b) Queensland, the parties:

- (i) acknowledge that the State (in which jurisdiction the Land is situated) or an authority of that State may acquire the Land (or part of the Land) on behalf of or for ARTC in accordance with the process set out in the *Acquisition of Land Act 1967* (QLD);
- (ii) acknowledge that if the Land (or part of the Land) is acquired, the compensation payable to the Licensor will be assessed in accordance with the *Acquisition of Land Act 1967* (QLD); and
- (iii) agree that for the purpose of assessing compensation in accordance with the *Acquisition of Land Act 1967* (QLD), the value of the Land will be assessed as if ARTC had not carried out the Permitted Use (including but not limited to improvements) on the Land;

(c) Victoria, the parties:

- (i) acknowledge that the State (in which jurisdiction the Land is situated) or an authority of that State may acquire an interest in the Land (or part of the Land) on behalf of or for ARTC in accordance with the process set out in the *Land Acquisition and Compensation Act 1986* (VIC);
- (ii) acknowledge that if the Land (or part of the Land) is acquired, the compensation payable to the Licensor will be assessed in accordance with the *Land Acquisition and Compensation Act 1986* (VIC); and
- (iii) agree that, for the purpose of assessing compensation in accordance with the *Land Acquisition and Compensation Act 1986* (VIC), the value of the Land will be assessed as if ARTC had not carried out the Permitted Use (including but not limited to improvements) on the Land.

25. While ARTC is not in unremedied breach of this Licence, the Licensor irrevocably promises not to revoke this Licence or otherwise do anything which would, could or might prohibit ARTC from enjoying the benefit of this Licence. To the maximum extent permitted by Law, the parties agree that:

- (a) damages may not be an adequate remedy to compensate ARTC if the Licensor breaches or repudiates or attempts to breach or repudiate this Licence (including, but without limitation, the Licensor's obligations under clause 2); and
- (b) ARTC has the right to seek, and may seek, an order for specific performance or injunctive relief in respect of any breach or repudiation (or attempted breach or repudiation) of this Licence by the Licensor, but without limiting any other right or remedy which ARTC may have under this Licence or at law.

26. Nothing in this Licence in any way fetters, limits or affects ARTC's rights under legislation, including under the *Transport Administration Act 1988* (NSW).



Licence

27. Neither party may assign or transfer the whole or any part of this Licence or that party's interest in this Licence without the prior written consent of the other party (such approval not to be unreasonably withheld, delayed or given subject to unreasonable conditions). Despite this clause, ARTC may without the Licensor's prior consent assign, novate, transfer or otherwise dispose of the whole or part of ARTC's interest in this Licence to Transport for NSW ABN 18 804 239 602 (**TfNSW**) or such other person who may be the owner of the railway which adjoins or is in the immediate vicinity of the Land.
28. A reference to a party or a person includes that party's or person's executors, legal personal representatives, successors, liquidators, administrators, trustees in bankruptcy and similar officers and, where permitted under this Licence, their substitutes, assigns and persons taking by novation.
29. An agreement or covenant on the part of, or in favour of, two or more persons binds them together and separately (jointly and severally).
30. Confidentiality
 - (a) No party may disclose the content of this Licence or use, copy, adapt, alter, disclose or part with possession of any information or data of the other which is disclosed or otherwise comes into its possession directly or indirectly as result of this Licence and which is of a confidential nature (**Information**) except as strictly necessary to perform its obligations or exercise its rights under this Licence provided that Information does not include information:
 - (i) which the receiving party can establish was already in its possession at the date it was received or obtained from the other party;
 - (ii) which the receiving party obtains from some other person with good legal title to it; or
 - (iii) which comes into the public domain otherwise than through the default or negligence of the receiving party or which is independently developed by or for the receiving party.
 - (b) The obligation of confidentiality in this clause 30 continues in force notwithstanding termination of this Licence for any reason.
 - (c) Notwithstanding clause 30(a), a party may make any disclosure in relation to this Licence, as in its absolute discretion, it thinks necessary to:
 - (i) any landlord of the Licensor (if applicable) and any head landlord of ARTC (~~including TfNSW~~);
 - (ii) its professional advisers, bankers, financial advisers and financiers, if those persons undertake to keep information confidential on substantially the same terms as the parties in clause 30(a) undertake;
 - (iii) comply with any applicable Law; or
 - (iv) any of its employees, contractors, consultants or other persons to whom it is necessary to disclose the information, on receipt of an undertaking from that employee, contractor, consultant or other person to keep the information confidential.



Licence

- (d) Except as required by applicable law, all press releases and other public announcements relating to the matters dealt with by this Licence must be in terms agreed by ARTC and the Licensor.

31. If permitted by law, each party may sign this Licence by Electronic Signature of a person who has delegated authority to sign this Licence and bind the party to this Licence. Where an Electronic Signature has been used to sign this Licence, the parties warrant that their Electronic Signature was used to:

- (a) identify and authenticate the person signing;
- (b) where the party is an individual, indicate that the person intended to be bound by the terms of this Licence; and
- (c) where the party is a company, the person intended to bind the company to the terms of this Licence.

For the purpose of this clause 31, "**Electronic Signature**" means a visual representation of a person's handwritten signature which is placed on this Licence using DocuSign or other electronic signing platform agreed by the parties.

32. Sale of Land by Licensor

32.1 If the Licensor sells or transfers the Land or wishes to sell or transfer the Land (**Transaction**) during the Term or any Option Term then the Licensor must:

32.1.1 provide a copy of this Licence to the purchaser or transferee (**Purchaser**) before the Transaction is first entered into by the Licensor and the Purchaser;

32.1.2 notify ARTC that the Licensor has undertaken or wishes to under a Transaction;

32.1.3 promptly provide ARTC with the name and contact details of the Purchaser;

32.1.4 before completion of the Transaction occurs, cause the Purchaser to execute and deliver to ARTC, at ARTC's discretion:

32.1.4.1 a deed of novation between ARTC and the Licensor in the form required by ARTC (acting reasonably), including a provision to the effect that the Purchaser will be bound by this Licence effective from completion of the Transaction as if they were named in this Licence as Licensor; or

32.1.4.2 a new licence with ARTC on substantially the same terms as this Licence;

32.1.5 ensure that completion of the agreement that gives effect or is intended to give effect to the Transaction is conditional upon the Licensor's and Purchaser's compliance with the requirements referred to in and contemplated by clause 32.1.4; and

32.1.6 pay to the Purchaser the amount of the Licence Fee paid to the Licensor by ARTC that relates (pro-rata) to the period between the date of sale/transfer to the end of the Term or Option Term as the case may be, and provide written evidence to ARTC that that payment has been made.



Licence

- 32.2 The Licensor indemnifies ARTC from any loss, damage or liability that ARTC incurs (including any consequential or indirect loss) which arises from or is connected in any way to the Owner's breach of clause 32.1 or delay in complying with the requirements of that clause.
- 32.3 The Licensor's obligation to comply with this clause 32 is not affected in any way by the Transaction or the completion of the Transaction.

ARTC

Licence

EXECUTED by the parties as an AGREEMENT

SIGNED as an authorised officer of AUSTRALIAN RAIL
TRACK CORPORATION LTD ABN 75 081 465
754 by a duly authorised officer in the presence of

Signature of witness

Full name of witness

DocuSigned by:

Jackson Minter

B0FC178C280341A

Signature of authorised officer

Jackson Minter

Full name of authorised officer

EXECUTED by THE LICENSOR in accordance
with section 127 of the Corporations Act 2001
(Cth)

[Signature]
Signature of director company secretary

CERARD H. WHITTY
Full name of ~~company secretary~~ who states that they are a
director of the Licensor

DS
M

[Signature]
Signature of company secretary director

Kathleen Whitty
Full name of ~~director~~ , who states
that they are a company secretary of the
Licensor

DS
M



Licence

REFERENCE SCHEDULE

ITEM 1 Land	Part of Lot 2 on Plan of Subdivision 094868 as described in Certificate of Title Volume 08925 Folio 286, depicted as Parcel A and outlined in green in the Temporary Occupation Plan in Schedule 1.
ITEM 2 Commencement Date	1 March 2023
ITEM 3 Term and Option Term	Term: 12 months from the Commencement Date. Option Term: 2 x 6 months each
ITEM 4 Licence Fee	Term: \$29,000 plus GST per annum Option Term: \$29,000 plus GST per annum
ITEM 5 Permitted Use	Investigative and preliminary construction works undertaken on the Land associated with the construction of a rail track (in accordance with environmental approvals, if required), including but not limited to the following: <ul style="list-style-type: none"> (i) for creation and use as an access track, together with rights of way (with or without vehicles, plant and equipment), for access to the infrastructure on the adjoining railway corridor; (ii) construction of drainage tail-out works and clearing of vegetation in accordance with environment approvals; (iii) for use as a laydown area, including storage and stockpiling of material (including but not limited to rail, sleepers and concrete structures but excluding loose fill material), equipment, plant and machinery; (iv) installation of temporary fencing; (v) access for ARTC and its construction vehicles and equipment to pass over the Land; (vi) the right for ARTC to place structures on the Land; (vii) relocation of services such as water, electricity and telecommunication; and (viii) works associated with mobilisation and site preparation for ARTC's contractor.
ITEM 6 Biosecurity Requirements	1. Any property specific requirements for entry or exit: <ul style="list-style-type: none"> (i) as required by a biosecurity protocol or plan that applies to the Land, to be provided by the Licensor to ARTC; (ii) as agreed in writing with the Licensor to ensure any known existing biosecurity risks (to be identified on a map of the Land) are appropriately managed; and 2. One of the following alternatives, as considered appropriate by ARTC: <ul style="list-style-type: none"> (i) the biosecurity requirements set out in the Construction Environmental Management Plan applicable to the activities to be performed by ARTC and its contractors on the Land,

Note that biosecurity is a shared responsibility and landowners may be obliged by law to provide information regarding existing biosecurity protocols/plans and risks to prevent exacerbating a biodiversity risk.



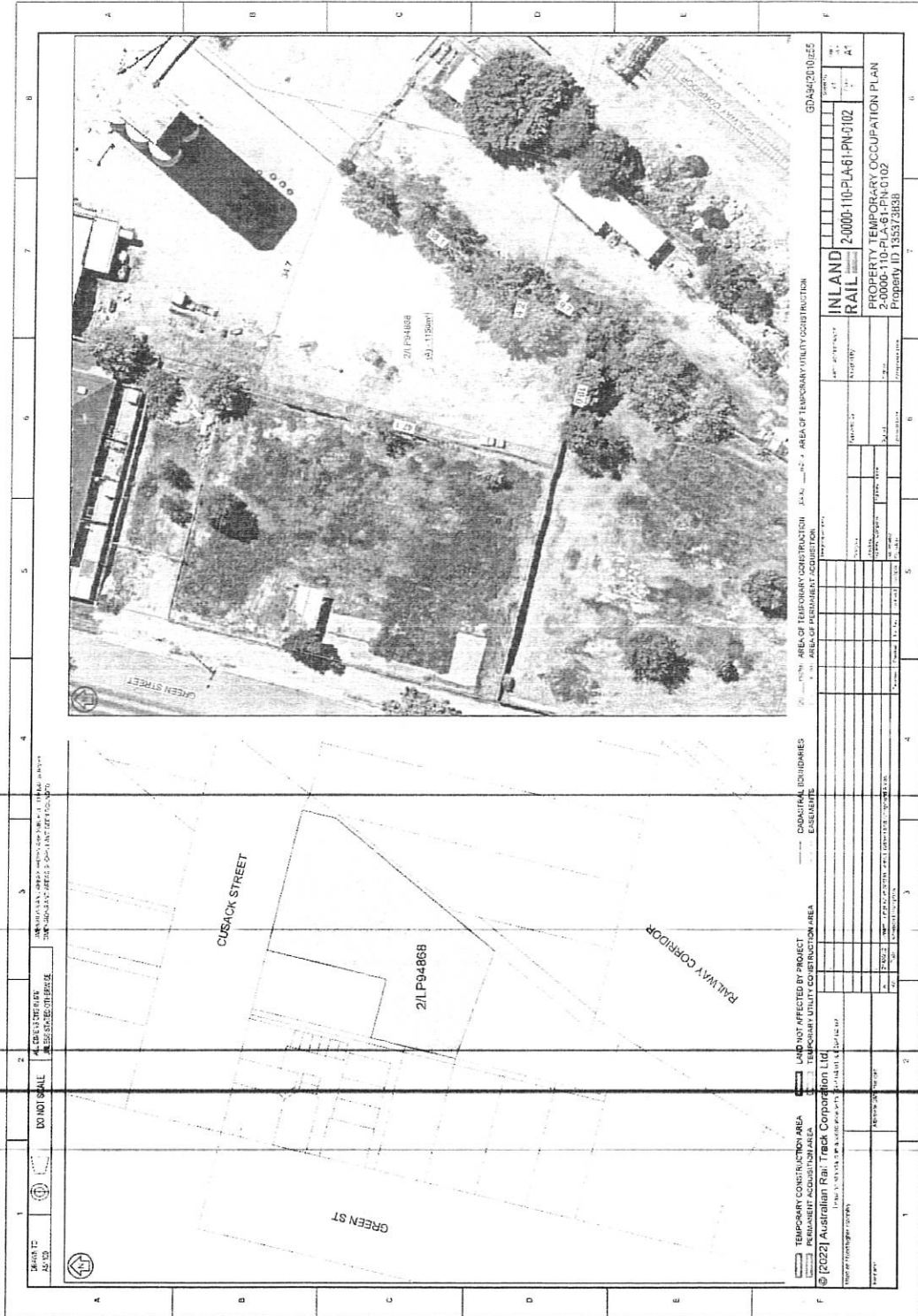
Licence

	<p>current as at the Commencement Date (if any);</p> <p>(ii) the biosecurity requirements set out in ARTC's applicable work instruction (as amended from time to time), current as at the Commencement Date;</p> <p>(iii) prior to entry onto the Land, cleaning of the vehicle by a third party accredited weed cleaning proprietor in accordance with the legislative requirements of the State in which the Land is located (a Level 1 Clean Down under ARTC's Weed Hygiene Work Instruction); or</p> <p>(iv) prior to entry onto the Land, certified cleaning of the vehicle by a third party weed cleaning proprietor with current accreditation in <i>AHCBIO201: Inspect and clean machinery for plant, animal and soil material</i> (Release 1) (a Level 2 Clean Down under ARTC's Weed Hygiene Work Instruction).</p> <p>The applicable requirements described in this section 2 will be made available to the Licensor upon request.</p>
ITEM 7 Notice details	<p><u>ARTC:</u> Contact name: Eamonn Fenaughty Title: Senior Property Advisor T2A Phone number: 0429 483 279 Email: IRPropertyNSWWIC@ARTC.com.au Address: 39 Bakehouse Road, Kensington, VIC 3031</p> <p><u>Licensor:</u> Contact name: Gerard Whitty Title: Director and Company Secretary Phone number: 0427 344 631 Email: Marsha@whittyproduce.com.au Address: 287 Tone Road, Wangaratta, VIC 3677</p>
ITEM 8 Additional agreements	Not applicable.

ARTC

Licence

SCHEDULE 1 PLAN OF LAND (Item 1 of Reference Schedule)





Licence

SCHEDULE 2
ADDITIONAL REQUIREMENTS
(clause 15(b))

1. Preparation of laydown areas

- 1.1 Clearing and grubbing activities.
- 1.2 Installation of gates.
- 1.3 Installation of geofabric layer.
- 1.4 Installation of temporary fencing.
- 1.5 Containers will be installed for storage.
- 1.6 Installation of flagging to separate vehicles/plant/pedestrians.

2. Rehabilitation Protocol

Not applicable.

Due diligence checklist

What you need to know before buying a residential property

Before you buy a home, you should be aware of a range of issues that may affect that property and impose restrictions or obligations on you, if you buy it. This checklist aims to help you identify whether any of these issues will affect you. The questions are a starting point only and you may need to seek professional advice to answer some of them. You can find links to organisations and web pages that can help you learn more, by visiting the [Due diligence checklist page on the Consumer Affairs Victoria website](https://consumer.vic.gov.au/duediligencechecklist) (consumer.vic.gov.au/duediligencechecklist).

Urban living

Moving to the inner city?

High density areas are attractive for their entertainment and service areas, but these activities create increased traffic as well as noise and odours from businesses and people. Familiarising yourself with the character of the area will give you a balanced understanding of what to expect.

Is the property subject to an owners corporation?

If the property is part of a subdivision with common property such as driveways or grounds, it may be subject to an owners corporation. You may be required to pay fees and follow rules that restrict what you can do on your property, such as a ban on pet ownership.

Growth areas

Are you moving to a growth area?

You should investigate whether you will be required to pay a growth areas infrastructure contribution.

Flood and fire risk

Does this property experience flooding or bushfire?

Properties are sometimes subject to the risk of fire and flooding due to their location. You should properly investigate these risks and consider their implications for land management, buildings and insurance premiums.

Rural properties

Moving to the country?

If you are looking at property in a rural zone, consider:

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.
- Do you understand your obligations to manage weeds and pest animals?

Can you build new dwellings?

Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land?

Is there any earth resource activity such as mining in the area?

You may wish to find out more about exploration, mining and quarrying activity on or near the property and consider the issue of petroleum, geothermal and greenhouse gas sequestration permits, leases and licences, extractive industry authorisations and mineral licences.

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

You should consider whether past activities, including the use of adjacent land, may have caused contamination at the site and whether this may prevent you from doing certain things to or on the land in the future.

Land boundaries

Do you know the exact boundary of the property?

You should compare the measurements shown on the title document with actual fences and buildings on the property, to make sure the boundaries match. If you have concerns about this, you can speak to your lawyer or conveyancer, or commission a site survey to establish property boundaries.

Planning controls

Can you change how the property is used, or the buildings on it?

All land is subject to a planning scheme, run by the local council. How the property is zoned and any overlays that may apply, will determine how the land can be used. This may restrict such things as whether you can build on vacant land or how you can alter or develop the land and its buildings over time.

The local council can give you advice about the planning scheme, as well as details of any other restrictions that may apply, such as design guidelines or bushfire safety design. There may also be restrictions – known as encumbrances – on the property's title, which prevent you from developing the property. You can find out about encumbrances by looking at the section 32 statement.

Are there any proposed or granted planning permits?

The local council can advise you if there are any proposed or issued planning permits for any properties close by. Significant developments in your area may change the local 'character' (predominant style of the area) and may increase noise or traffic near the property.

Safety

Is the building safe to live in?

Building laws are in place to ensure building safety. Professional building inspections can help you assess the property for electrical safety, possible illegal building work, adequate pool or spa fencing and the presence of asbestos, termites, or other potential hazards.

Building permits

Have any buildings or retaining walls on the property been altered, or do you plan to alter them?

There are laws and regulations about how buildings and retaining walls are constructed, which you may wish to investigate to ensure any completed or proposed building work is approved. The local council may be able to give you information about any building permits issued for recent building works done to the property, and what you must do to plan new work. You can also commission a private building surveyor's assessment.

Are any recent building or renovation works covered by insurance?

Ask the vendor if there is any owner-builder insurance or builder's warranty to cover defects in the work done to the property.

Utilities and essential services

Does the property have working connections for water, sewerage, electricity, gas, telephone and internet?

Unconnected services may not be available, or may incur a fee to connect. You may also need to choose from a range of suppliers for these services. This may be particularly important in rural areas where some services are not available.

Buyers' rights

Do you know your rights when buying a property?

The contract of sale and section 32 statement contain important information about the property, so you should request to see these and read them thoroughly. Many people engage a lawyer or conveyancer to help them understand the contracts and ensure the sale goes through correctly. If you intend to hire a professional, you should consider speaking to them before you commit to the sale. There are also important rules about the way private sales and auctions are conducted. These may include a cooling-off period and specific rights associated with 'off the plan' sales. The important thing to remember is that, as the buyer, you have rights.

DATED:

VENDOR:

**WHITTY PRODUCE PTY LTD
(ACN 005 339 588)**

PURCHASER:

VENDOR STATEMENT

PROPERTY:

**33-35 CUSACK STREET
WANGARATTA**

VENDOR'S SOLICITOR:

**Milne Lawyers
27 Reid Street
Wangaratta, 3677**

Tel: **(03) 5721 5311**
Fax: **(03) 5722 1314**
Ref: **JMM:240446**