



**LEASE OF KILLARA
HOUSE**

BETWEEN MOIRA SHIRE COUNCIL and

Insert Name Here _____

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THIS LEASE is made the

day of

2023

BETWEEN

MOIRA SHIRE COUNCIL of 44 Station Street, Cobram 3644
("Lessor")

AND

("Lessee")

BACKGROUND

- 1 The Lessor is the registered proprietor of the Land.
- 2 The Premises form part of the Land.
- 3 The Lessor has agreed to lease the Premises to the Lessee on the terms and conditions set out in this lease.

OPERATIVE PROVISIONS

PART 1 - DEFINITIONS AND INTERPRETATION

1 Definitions

In this lease, unless the contrary intention appears:-

"**Act**" means the Retail Tenancies Reform Act 1998 or its successor;

"**Authorised Officer**" in the case of either party means a person appointed by that party to act on its behalf under this lease;

"**Business Plan**" means a plan prepared by the Lessee in accordance with the Act;

"**Commencement Date**" means the date set out in item 3 of Schedule One;

"**CPI**" means:-

the Consumer Price Index All Groups Melbourne; or

if that index is suspended or discontinued and another index is substituted by the Australian Statistician, that index; or

if there is no index under the preceding paragraph, the general inflation rate in Victoria as used by the Victorian Treasury for the relevant period;

"**Default Event**" has the meaning given to it in clause 42;

"**Disclosure Statement**" means a statement prepared by the Lessor in accordance with the Act;

"**Expiry Date**" means the last day of the Term and is the date set out in item 4 of Schedule One;

"**Financial Year**" means 1 July to 30 June;

"**GST**" means the goods and services tax levied under the GST Act or any other goods and services tax, value added tax, consumption tax or tax of similar effect levied from time to time;

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

"**Information Booklet**" means the Minister's Information Booklet prescribed under the Act;

"**Land**" means the land described in item 5 of Schedule One;

"**Lessee**" means the party named in item 1 of Schedule One and the Lessee's personal representatives, successors and permitted assignees;

"**Lessee's Agents**" means the members, employees, agents, contractors, and invitees of the Lessee and includes any spectators of events conducted at the Premises;

"**Lessee's Operation**" means the operation which the Lessee conducts from or at the Premises;

"**Lessee's Proportion of Outgoings**" means the proportion the net lettable area of the Premises bears to the net lettable area of the Land as specified in item 10 of Schedule One;

"**Lessee's Property**" means everything on the Premises at any time during the Term belonging to the Lessee except for any fixtures or improvements;

"**Lessor's Property**" means anything in the Premises at any time during the Term which is not the Lessee's Property, including any fixtures or other improvements added to the Premises by the Lessee;

"**Net lettable area**" means the area calculated in accordance with the principles adopted and published as at the Commencement Date by the Building Owners and Managers Association for that type of premises;

"**Outgoings**" means all costs incurred by the Lessor in respect of the Lessor's ownership of the Premises and the Land for:-

- all rates assessments and other charges payable in connection with the Premises and the Land; and
- all taxes (including land tax on a single holding basis) but excluding the Lessor's income tax and capital gains tax; and
- insurance premiums and other charges in connection with insurance policies taken out by the Lessor against the risks and for the amounts which the Lessor reasonably thinks are appropriate in connection with the Premises and this lease including:-
- damage to and destruction of the Premises the Lessor's Property and any other buildings and improvements on the Land for their full replacement value; and
- removal of debris; and
- breakage of glass; and
- loss of rent insurance; and
- supplying, operating, maintaining, repairing, replacing and upgrading Services to or for the Premises, the Land and any buildings and improvements on the Land; and
- cleaning any buildings or improvements on the Land; and

-
- the administration and management of the Land, and any buildings and improvements on the Land; and
 - maintaining the Premises at the request or as a result of the default of the Lessee; and
 - any other service or facility the Lessor reasonably considers necessary or desirable for the benefit of occupiers of the Land; and
 - any other expenditure necessarily incurred by the Lessor in the operation and management of the Land.

"**Permitted Use**" means the use described in item 6 of Schedule One;

"**Premises**" means the premises described in item 7 of Schedule One and includes the Lessor's Property within the Premises. It includes the area from the under surface of the floor to the upper surface of the ceiling, and to the inside surface of the walls;

"**Rent**" means the amount specified in item 8 of Schedule One, and as revised in accordance with this lease;

"**Rent Review Date**" means each of the dates specified in item 9 of Schedule One;

"**Review Period**" means the period following each Rent Review Date until the next Rent Review Date or until the end of this lease;

"**Rules**" means the rules and regulations prescribed from time to time by the Lessor in relation to the operation, use and occupation of the Premises;

"**Services**" includes electricity, gas, water, sewerage, telecommunication, air conditioning, fire detection and prevention equipment, and the repair and maintenance of everything (such as plant and equipment) needed to supply them;

"**Term**" means the duration of this lease as set out in clause 4;

2 Interpretation

In this lease, unless the contrary intention appears:-

- a reference to a statute, ordinance, code or other law includes regulations and other instruments under it, all amendments to or replacements of any of them;
- the singular includes the plural and vice versa;
- the word "person" includes an individual and a corporation;
- a reference to a person includes that person's legal personal representatives, successors and assignees;
- a provision in favour of two or more persons is for their benefit jointly and severally;
- an obligation imposed on two or more persons binds them jointly and severally.
- If this lease prohibits the Lessee from doing a thing, the Lessee must:-
 - ensure that the Lessee's Agents do not do that thing; and
 - not allow or cause any person to do that thing.
- If this lease requires the Lessee to do a thing, the Lessee must ensure that the Lessee's Agents do

that thing.

- Headings are inserted for convenience and do not affect the interpretation of this lease.
- If there is an inconsistency between a special condition in item 16 of Schedule One and another provision of this lease, the special condition prevails.

PART 2 - LEASE OF PREMISES

3 Lease

The Lessor leases the Premises to the Lessee. This lease is subject to:-

- 3.1 the terms contained in this lease; and
- 3.2 any special conditions in item 16 of Schedule One; and
- 3.3 all encumbrances affecting the Land; and
- 3.4 the right of the Lessor to:-
 - 3.4.1 install, maintain, use, repair, alter and replace the pipes, wires, ducts and cables leading through or around the Premises or included in the Land; and
 - 3.4.2 run water, air, electricity, sewage, gas and other substances through the Premises or the Land; and
 - 3.4.3 determine all areas of access to and from the Land and the Premises.

4 Term

The Term of this lease begins on the Commencement Date and ends on the Expiry Date.

PART 3 - RENT, OUTGOINGS AND TAXES

5 Rent

The Lessee must pay the Rent without any deductions:-

- 5.1 to the Lessor at the Lessor's address specified in this lease, or as the Lessor directs; and
- 5.2 by 12 equal monthly instalments in advance on or before the first day of each month. The first instalment must be paid on the Commencement Date. If the Commencement Date is not the first day of a month, the Lessee must pay proportional instalments in the first and last months of the Term.

6 Outgoings and Services

- 6.1 The Lessee must pay or reimburse the Lessor on demand, the Lessee's Proportion of Outgoings.
- 6.2 The Lessee must pay all assessments, rates, levies or charges for Services supplied to the Premises.
- 6.3 If required by the Lessor, the Lessee must install and pay for a separate meter for recording or measuring any of the Services.
- 6.4 The Lessor may provide the Lessee with a written estimate of the Lessee's Proportion of Outgoings for any period. This statement will indicate the total amount of the Lessee's Proportion of Outgoings for that period together with the monthly instalment amount. The Lessee must pay each monthly instalment to the Lessor in advance on the same date as each monthly instalment of the Rent.
- 6.5 Within one month from the end of each Financial Year and within one month after the Expiry Date, the Lessor must provide the Lessee with an audited statement detailing the actual Lessee's Proportion of Outgoings which is accompanied by a declaration prepared by the Lessor's auditor certifying the accuracy of the expenditure. Any adjustment necessary to account for the difference between the actual Lessee's Proportion of Outgoings incurred and the total estimated amount paid by the Lessee for that period will be made at the time the next instalment of Rent is due.

7 Goods and services tax

- 7.1 If during the term of this lease the Lessor is liable to pay any GST for the supply of the Premises and any goods, services or other things under this lease then:
- 7.1.1 any amount payable by the Lessee to the Lessor under this lease is expressed exclusive of GST;
- 7.1.2 in addition to any amount payable by the Lessee under this lease, the Lessee must pay to the Lessor an amount equivalent to the GST payable by the Lessor in respect of that amount;
- 7.1.3 the payment under clause 7.1.2 is payable by the Lessee at the same time as the payment to which it relates.

PART 4 - RENT REVIEW

8 Rent Review Dates

The Rent may be reviewed by the Lessor on each Rent Review Date.

9 Who may initiate review

A review of Rent may be initiated only by the Lessor.

10 Market review and valuation

- 10.1 If item 9 of Schedule One provides for a market review of Rent on any Rent Review Date, the following provisions will apply:-
- 10.1.1 The Lessor may initiate a review of Rent by giving the Lessee a written notice stating the rent which it considers to be the current open market rent for the Premises ("Lessor's notice").
- 10.1.2 If the Lessee disagrees with the proposed rent, the Lessee must give the Lessor a written notice ("Lessee's notice") objecting to the proposed rent within 21 days

of the date of the Lessor's notice. Time will be of the essence for the delivery of the Lessee's notice.

- 10.1.3 If the Lessee does not serve the Lessee's notice on the Lessor, the proposed rent as set out in the Lessor's notice will be the Rent for the next Review Period.
- 10.1.4 If the Lessee serves the Lessee's notice within the prescribed time and the parties cannot agree on the rent for the next Review Period, it shall be determined by a valuer who:
- 10.1.4.1 is a full member of not less than 5 years' standing of the Australian Institute of Valuers and Land Economists Inc - Victorian Division ("AIVLE"); and
- 10.1.4.2 is qualified as a valuer of premises similar to the Premises.
- 10.1.5 If the parties cannot agree upon a valuer within 21 days after the date of the Lessee's notice, either party may request the president of the AIVLE to appoint a valuer who meets the criteria in clause 10.1.4. to determine the current open market rent of the Premises.
- 10.1.6 Until as the rent is determined by the valuer, the Lessee must continue to pay the Rent payable just before the relevant Rent Review Date.
- 10.1.7 In determining the current open market rent of the Premises, the valuer must:-
- 10.1.7.1 act as an expert and not as an arbitrator; and
- 10.1.7.2 assume the parties have acted knowledgeably, prudently and without compulsion; and
- 10.1.7.3 assume there is a willing landlord and a willing tenant in an arms' length transaction; and
- 10.1.7.4 consider all submissions made by the parties provided the submissions are made within 21 days of the valuer being appointed; and
- 10.1.7.5 assume that the parties have complied with their respective obligations under this lease; and
- 10.1.7.6 assume that the Premises are fit for immediate occupation and use; and
- 10.1.7.7 assume that the Premises are vacant and available to be leased on the same conditions as this lease; and
- 10.1.7.8 ignore the Lessee's Property and installations and all improvements made without obligation by the Lessee to the Premises; and
- 10.1.7.9 ignore any poor condition of the Premises which has resulted from a breach of this lease by the Lessee; and
- 10.1.7.10 ignore any incentives or concessions used to secure the Lessee, including any periods of rent abatement or reimbursement; and
- 10.1.7.11 determine the current open market rent of the Premises and give reasons for it in writing as soon as possible after the end of the 21 days allowed for submissions by the parties; and

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- 10.1.7.12 take into account, all other relevant factors, matters or variables used in proper land valuation practices.
- 10.2 If for any reason no determination has been made by the valuer within 42 days of the valuer being appointed, then either party may immediately request the president of the AIVLE to appoint a replacement valuer who meets the criteria in clause 10.1.4. The provisions of this clause will then apply to the determination by the replacement valuer.
- 10.3 The Valuer's decision is final and binds the parties.
- 10.4 Within 7 days of being informed of the Valuer's determination, the parties must make any necessary adjustments to the Rent.
- 10.5 The Valuer's costs and disbursements must be borne by the parties equally.

11 Delay in Rent review

No review of Rent may take place unless started within 12 months after the last Rent Review Date. However, any delay in making a Rent review does not prevent the review from taking place and being effective from the relevant Rent Review Date.

12 CPI review

If item 9 of Schedule One provides for a CPI review of Rent on any Rent Review Date, then the Rent for the next Review Period will be calculated in accordance with the following formula:-

$$A = B \times \frac{C}{D} \times 1$$

- where:
- A** is the Rent for the next Review Period;
 - B** is the annual Rent paid by the Lessee just prior to the relevant Rent Review Date;
 - C** is the CPI last published before the relevant Rent Review Date; and
 - D** is the CPI last published at least 12 months before the relevant Rent Review Date.

13 Percentage increase

If item 9 of Schedule One provides for a percentage increase of Rent on any Rent Review Date, then the Rent shall be increased by multiplying the percentage specified in item 9 with the amount of Rent payable by the Lessee immediately before the Rent Review Date.

PART 5 - LEGAL AND OTHER COSTS

14 Legal and other costs

- 14.1 The Lessee must, subject to section 19 of the Act, pay or reimburse the Lessor on request all reasonable costs (including legal costs and disbursements) incurred by the Lessor in connection with:-
- 14.1.1 the preparation, execution and stamping of this lease and any assignment or subletting of this lease; and
 - 14.1.2 any approval, variation, mortgage, charge or surrender concerning this lease including costs payable to a person appointed to evaluate or supervise any matter; and
 - 14.1.3 the enforcement or preservation of any rights under this lease.
- 14.2 Anything the Lessee is required to do under this lease must be done at the Lessee's cost.

PART 6 - INTEREST ON OVERDUE MONEY

15 Interest on overdue money

If the Lessee is late in paying the Lessor any money payable by it under this lease, the Lessee must pay interest on that money from the due date for payment until the money is paid in full. The rate of interest is 2% higher than the rate for the time being fixed under section 2 of the Penalty Interest Rates Act 1983.

PART 7 - SECURITY DEPOSIT OR BANK GUARANTEE

16 Security Deposit

- 16.1 The Lessee must pay a security deposit to the Lessor of the amount stated in item 11 of Schedule One and must maintain the deposit at that amount.
- 16.2 The Lessor may use the security deposit to make good the cost of remedying breaches of the Lessee's obligations under this lease.
- 16.3 After this lease has ended and the Lessee has vacated the Premises, the Lessor must refund the unused part of the security deposit within 14 days of the Lessee's demand.

17 Bank guarantee

- 17.1 If the Lessor agrees, the Lessee must give the Lessor an unconditional and irrevocable guarantee in place of the security deposit. The guarantee must be issued by a bank as defined by the Commonwealth Banks Act 1959 or by a bank established by a Victorian Act of Parliament, and must be on such terms as the Lessor may require.
- 17.2 The bank guarantee must be renewed annually by the Lessee. Whenever the Rent is increased, the amount guaranteed under the bank guarantee must be increased accordingly.
- 17.3 The Lessor may call upon the bank guarantee to make good the cost of remedying breaches of the Lessee's obligations under this lease.
- 17.4 After this lease has ended and the Lessee has vacated the Premises, and if the bank guarantee has not been called upon, the Lessor must return the bank guarantee within 14 days of the Lessee's demand.

PART 8 - LESSEE'S OBLIGATIONS CONCERNING USE OF PREMISES

18 Use of Premises

Unless the Lessor gives prior written consent the Lessee must:-

- 18.1 use the Premises for the Permitted Use only; and
- 19.2 not use the Premises as a residence or allow anyone to sleep in the Premises; and
- 18.3 not use the Premises for any illegal purpose or activity; and
- 18+.4 not conduct any auction sale or public meeting in or around the Premises; and
- 18.5 not install or operate vending or amusement machines in the Premises; and
- 18.6 not bring, allow or permit any animal or pet on the Premises; and
- 18.7 not prepare or cook food in the Premises other than in areas which have been provided or approved by the Lessor for that purpose; and
- 18.8 at its own expense comply on time with all laws and legal requirements concerning the Premises, the use and occupation of the Premises and the Lessee's Property; and
- 18.9 not do anything which is or may be a nuisance or annoyance to the Lessor, any other persons allowed by the Lessor to use any other part of the Land, any owners or occupants of premises adjacent to the Land, or the public; and
- 18.10 conduct the Lessee's Operation diligently and efficiently and in a proper and businesslike manner; and
- 18.11 keep in force all licences and permits necessary for the Lessee to conduct the Lessee's Operation; and
- 18.12 not store on the Premises any goods which are not required for the purposes of the Lessee's Operation; and
- 15.13 not without the Lessor's prior written consent and the consent of all relevant authorities, use any musical instrument, radio, television or other equipment so that it is capable of being heard or seen from outside the Premises.

19 Floor loads

The Lessee must not:

- 19.1 overload the floors of the Premises beyond their maximum permitted loading; or
- 19.2 without the Lessor's prior written approval bring onto or remove from the Premises any safe or other equipment which is likely in the opinion of the Lessor to cause damage to the Premises, the Lessor's Property or any Services.

20 Installation and removal of safes and equipment

The Lessee must comply with any instructions given by the Lessor with respect to the installation, use or removal of any safe or equipment for which the Lessor has given the Lessee approval to bring onto or remove from the Premises under clause 19.

21 Security

- 21.1 The Lessee must use its best efforts to protect and keep safe the Premises and the Lessor's

Property from theft and vandalism. This includes keeping all doors, windows and openings closed and securely fastened when the Premises are not in use and paying for any additional security measures which the Lessor considers are necessary due to the Lessee's Operation.

21.2 The Lessee must not install any locks in the Premises which cannot be opened by the keys provided by the Lessor.

21.3 The Lessee must not remove any of the Lessor's Property from the Premises.

22 Air-conditioning

The Lessee must not install or use any form of heating, cooling, ventilation or air-conditioning in the Premises which is not approved in advance in writing by the Lessor.

23 Liquor and other licences

23.1 The Lessee must obtain the prior written consent from the Lessor before applying for any licence, permit or consent (including liquor licences or BYO permits) for the Premises or the Lessee's Operation conducted from the Premises.

23.2 If the Lessor consents to the Lessee's application for any licence, permit or consent under the Liquor Control Act 1987, the Lessee must comply with all the Lessee's obligations in Schedule Two.

PART 9 - LESSEE'S OBLIGATIONS CONCERNING INSURANCE

24 Insurance Obligations

24.1 The Lessee must not do anything on the Premises or otherwise which:-

24.1.1 may cause any insurance policy (taken out under this lease or otherwise) to become void or voidable; or

24.1.2 may cause any claim on any insurance policy (taken out under this lease or otherwise) being rejected or a premium to be increased.

24.2 If the Lessee causes an increase in any premium payable by the Lessor for any insurance effected by the Lessor for the Premises or property in the Premises (whether taken out under this lease or otherwise), the Lessee must pay the Lessor, on request, the increase in the premium.

24.3 The Lessee must comply with the requirements of any insurer under any insurance policy for the Premises or property in the Premises (whether taken out under this lease or otherwise).

24.4 The Lessee must take out and maintain insurance for:-

24.4.1 subject to clause 24.5, public liability in the joint names of the Lessor and the Lessee for the amount set out in item 12 of Schedule One in respect of any single occurrence. This policy must indemnify the Lessor against all claims of any kind arising from any act, omission or neglect by the Lessee or any of the Lessee's Agents; and

24.4.2 all plate glass windows installed in the Premises at any time during the Term;

24.4.3 the Lessee's Property and any fit-out of the Premises against loss, damage or destruction by any cause; and

the Lessee must produce to the Lessor copies of all these insurance policies and evidence that they are in force, within 7 days of the Lessor requesting copies to be produced.

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- 24.5 In the event the Lessor holds a policy for group public liability insurance, the Lessee shall reimburse the Lessor on demand for the Lessee's proportion of the premium payable in respect thereof including any increase in premium by virtue of the Lessee's inclusion on the said policy.
- 24.6 All insurance policies under clause 24.4 must:
- 24.6.1 be taken out with an insurer approved by the Lessor (which approval may not be unreasonably withheld); and
- 24.6.2 have noted on them the respective interests of the Lessor and the Lessee, and if required by the Lessor, any mortgagee.
- 24.7 In respect of the Lessee's liability under the Accident Compensation Act 1985, the Lessee shall register pursuant to Part VII of the Accident Compensation Act 1985 and pay all levies due to the Accident Compensation Commission or obtain approval as a self-insurer pursuant to Part V of the Accident Compensation Act 1985 and provide evidence of the same to the Lessor upon demand.

PART 10 - LESSEE'S OBLIGATIONS CONCERNING MAINTENANCE

25 Maintenance of Premises and Lessor's Property

- 25.1 Except for fair wear and tear and subject to clause 25.4, the Lessee must keep the Premises, the Lessor's property and the Lessee's property in the same condition as at the Commencement Date and properly cleaned, repaired and maintained.
- 25.2 Subject to clause 25.4, the Lessee must comply with all notices or orders affecting the Premises which are issued during the Term.
- 25.3 In addition to its obligations under clauses 25.1 and 25.2, the Lessee must:-
- 25.3.1 not use any lavatories, grease traps, drains or other sanitary facilities for any purpose other than that for which they were designed; and
- 25.3.2 not without the written consent of the Lessor store or use any toxic or inflammable substances in the Premises; and
- 25.3.3 promptly repair any damage to the Premises or any part of the Land caused or contributed to by the Lessee or any of the Lessee's Agents; and
- 25.3.4 promptly replace any broken glass in the Premises with glass of the same thickness and quality; and
- 25.3.5 immediately repair defective windows, lights, doors, locks and fastenings, and replace missing light globes and fluorescent tubes, keys and keycards; and
- 25.3.6 maintain in working order all plumbing, draining, gas, electric, solar and sewerage installations and fire protection apparatus in the Premises;
- 25.3.7 promptly give written notice to the Lessor of:
- 25.3.7.1 any defect in or damage to any of the Services, the Premises, or the Lessor's Property; or
- 25.3.7.2 service by any authority of a notice of order affecting the Premises; or
- 25.3.7.3 any hazards arising from, threatening or affecting the Premises;

and

- 25.3.8 carry out repairs within 14 days of being served with a written notice of any defect or lack of repair which the Lessee is obliged to fix under this lease. If the Lessee does not comply with the notice, the Lessor may carry out the repairs and the Lessee must pay the cost to the Lessor on demand; and
 - 25.3.9 use only persons approved by the Lessor to repair and maintain the Premises; and
 - 25.3.10 properly maintain any garden, lawn or playing field which forms part of the Premises to a standard reasonably required by the Lessor; and
 - 25.3.11 promptly replace any lawn, trees or shrubs on the Premises which perish or are destroyed, damaged or removed; and
 - 25.3.12 paint all buildings and painted surfaces on the Premises to the standard and at the times reasonably required by the Lessor; and
 - 25.3.13 take all precautions required by law against fire; and
 - 25.3.14 comply with all reasonable directions of the Lessor or any insurer of the Premises as to the prevention, detection and limitation of fire.
- 25.4 The Lessee is not obliged:
- 25.4.1 to repair damage for which the Lessee is not responsible, unless the Lessor loses the benefit of any insurance for that damage because of any act or omission by the Lessee or any of the Lessee's Agents; or
 - 25.4.2 to carry out structural repairs or make payments of a capital nature unless they are necessary due to the negligence of the Lessee or the Lessee's Agents, any breach of this lease by the Lessee, or as a result of the Lessee's Operation.

26 Cleaning of Premises

The Lessee must:-

- 26.1 cause the Premises (including the interior and exterior surfaces of any windows and doors) the Lessor's Property and the Lessee's Property to be regularly cleaned; and
- 26.2 arrange for all refuse to be regularly removed from the Premises; and
- 26.3 take all proper precautions to keep the Premises free of refuse, rodents and vermin. If required by the Lessor, the Lessee must engage pest exterminators for that purpose; and
- 26.4 store refuse before removal so that it cannot be seen from outside the Premises; and
- 26.5 comply with the Lessor's reasonable directions concerning cleaning and disposal of refuse.

PART 11 - LESSEE'S OBLIGATIONS CONCERNING ALTERATIONS

27 Alterations to Premises

The Lessee must not:-

- 27.1 make any alterations, additions or improvements (whether structural or otherwise), install any equipment (including air-conditioning or sprinkler systems) or exterior fixtures or fittings (including blinds or awnings); or

-
- 27.2 fix or place signs, notices or advertisements which are visible from outside the Premises in any place in or near the Premises;

without first obtaining the written approval of the Lessor which may not be unreasonably withheld. If the Lessor grants its approval the Lessee must comply with all the Lessor's requirements and specifications.

28 Partitions

The Lessee must pay for the installation of all internal partitions, and all associated costs including the installation of additional lights and power outlets, switches and telephone outlets, the relocation of alarms and sprinklers and any alteration to Services. Unless otherwise agreed in writing between the Lessor and the Lessee, all internal partitions and associated equipment and installations will be part of the Lessee's Property.

PART 12 - ASSIGNMENT AND SUBLETTING

29 Consent of Lessor 29

29.1 The Lessee must not:-

- 29.1.1 assign or deal with any interest in the Premises or its rights or powers as tenant under this lease; or
- 29.1.2 sub-let or part with possession or share the Premises; or
- 29.1.3 create or allow any mortgage, interest, easement or other encumbrance which would affect the Lessee's interest in the Premises or its rights as tenant under this lease;

without the prior written consent of the Lessor.

29.2 The Lessor will not unreasonably withhold its consent if:

- 29.2.1 in the case of an assignment or sub-lease the Lessee has:
 - 29.2.1.1 requested an assignment or sub-lease by notice in writing to the Lessor; and
 - 29.2.1.2 given the name and address of the proposed assignee or sub-lessee ("the New Lessee") to the Lessor; and
 - 29.2.1.3 given the Lessor two references as to the business experience of the New Lessee; and
 - 29.2.1.4 given the Lessor two references as to the financial circumstance of the New Lessee;
 - 29.2.1.5 remedied any Default Event which exists at the time of the proposed assignment or sub-lease; and
 - 29.2.1.6 proved to the satisfaction of the Lessor that the New Lessee is respectable and responsible and has the financial resources and ability to conduct the Lessee's Operation and to comply with all of the Lessee's obligations under this lease; and
 - 29.2.1.7 procured the New Lessee to execute an agreement with the Lessor, in a form approved by the Lessor, that it will comply with all of the Lessee's obligations under this lease; and
 - 29.2.1.8 executed a deed in a form approved by the Lessor which releases the Lessor from all claims by the Lessee arising out of

this lease, but which does not release the Lessee from any of its obligations under this lease; and

29.2.1.9 agreed to pay the Lessor all reasonable costs (including legal costs and disbursements) incurred by the Lessor in connection with the proposed assignment or sub-lease including all enquiries made by the Lessor relating to the New Lessee; and

29.2.1.10 if the New Lessee is a corporation, its directors and principal shareholders have if required by the Lessor guaranteed to the Lessor the compliance by the New Lessee of its obligations under this lease.

AND if the Lessor fails to give the Lessee notice in writing consenting or withholding consent to the proposed assignment or sub-lease within 21 days after the Lessee has complied with its obligations under clause 29.2.1, the Lessor shall be taken to have consented.

29.2.2 in the case of any other event referred to in clause 29.1 above:

29.2.2.1 at the time of the proposed event and at the time the Lessor's consent is requested, there is no unremedied Default Event and the Lessee has not persistently been in default under this lease; and

29.2.2.2 agreed to pay the Lessor all reasonable costs (including legal costs and disbursements) incurred by the Lessor in connection with the proposed transaction.

29.3 The Lessee covenants with the Lessor that if an assignment is to take effect:-

29.3.1 within 12 months of the Commencement Date, the Lessee shall pay to the Lessor an amount equal to four (4) months rent in consideration of the granting of the Lessor's consent; or

29.3.2 within 24 months of the Commencement Date, the Lessee shall pay to the Lessor an amount equal to two (2) months rent in consideration of the granting of the Lessor's consent; or

29.3.3 within 36 months of the Commencement Date, the Lessee shall pay to the Lessor an amount equal to one (1) months rent in consideration of the granting of the Lessor's consent.

30 Change in Control

30.1 Subject to clause 30.2, where the Lessee is a corporation, any circumstances which result in any person or group of persons who:

30.1.1 control the composition of the board of directors; or

30.1.2 beneficially hold more than one half of the issued share capital

being different from the person or persons who were in that position at the Commencement Date, will be deemed to be an assignment of this lease which will require the prior written consent of the Lessor.

30.2 Clause 30.1 will not apply where the Lessee is a company, the voting shares of which are listed on the Australian Stock Exchange or a wholly owned subsidiary of such a company, and where a change of control is caused only by a transfer of shares in the listed company.

31 Property Law Act 1958

Section 144 of the Property Law Act 1958 does not apply to this lease.

PART 13 - LESSEE'S OBLIGATIONS AT END OF LEASE

32 Vacating the Premises

At the end of this lease, the Lessee must:-

- 32.1 vacate the Premises and leave them in the same condition as they were in at the Commencement Date (allowing for fair wear and tear); and
- 32.2 unless required by the Lessor, not remove any fixtures or improvements to the Premises, those fixtures or improvements having become part of the Lessor's Property immediately upon installation in the Premises; and
- 32.3 remove all the Lessee's Property from the Premises, and any signs, notices or advertisements placed in or near the Premises; and
- 32.4 repair any damage caused by the Lessee complying with its obligations under this clause; and
- 32.5 deliver to the Lessor all keys and passes giving access to any parts of the Premises which are held by the Lessee or any of the Lessee's Agents, whether or not they were supplied by the Lessor.

33 Lessee's Property left on Premises

Any of the Lessee's Property left on the Premises seven (7) days after the early determination or expiry of this lease may be dealt with or disposed of by the Lessor as the Lessor deems appropriate. Any costs the Lessor incurs in removing any of the Lessee's Property must be reimbursed by the Lessee to the Lessor on demand.

34 Lessor's signs

- 34.1 Within three (3) months before the end of this lease, the Lessee must allow the Lessor or its agents access to the Premises at reasonable times to install "to let" signs and to allow prospective tenants to inspect the Premises.
- 34.2 If at any time throughout the Term the Lessor intends to offer the Premises for sale, the Lessee must allow the Lessor or its agents access to the Premises at reasonable times to install "for sale" signs and to allow prospective purchasers to inspect the Premises.
- 34.3 In exercising its rights under this clause, the Lessor must not unduly interfere with the Permitted Use.

PART 14 - LESSOR'S OBLIGATIONS

35 Quiet enjoyment

Provided the Lessee complies with the terms of this lease, the Lessee may peacefully enjoy the Premises during the Term without interruption by the Lessor.

36 Insurance

The Lessor must take out and maintain throughout the Term an insurance policy in respect of damage to and destruction of the Premises and the Lessor's Property for their full replacement value. This policy will be against whatever risks and on whatever conditions the Lessor reasonably thinks appropriate.

PART 15 - LESSOR'S RIGHTS

37 Right to enter

The Lessor or any person authorised by the Lessor may enter the Premises at reasonable times:-

- 37.1 to inspect, maintain, repair or alter the Premises or the Services, subject to reasonable notice and;
- 37.2 to carry out any building works required by the Lessor or any relevant authority, subject to three (3) months written notice.

If there is an emergency, the Lessor and any person authorised by the Lessor may enter the Premises at any time without notice.

38 Right to grant easements

The Lessor may grant easements or other rights over the Premises to any person on any terms and for any purpose provided that this does not unduly interfere with the Permitted Use.

PART 16 - MANAGEMENT OF PREMISES

39 Rules and regulations

The Lessee must comply with the Rules. The Lessor may vary the Rules at any time. This lease overrides the rules if there is any inconsistency between them.

40 Lessor's directions

The Lessee must comply with all reasonable requests or directions given by any Authorised Officer of the Lessor which that Authorised Officer considers necessary or desirable for the safety, care or cleanliness of the Premises or areas near the Premises.

41 Access to the Premises

If to gain access to the Premises the Lessee or the Lessee's Agents must cross other land under the control of the Lessor, then:-

- 41.1 the Lessee must comply with the directions of the Lessor in relation to using that land; and
- 41.2 the Lessee must ensure there is no interference by the Lessee or the Lessee's Agents with any other person using that land.

PART 17 - DEFAULT BY LESSEE

42 Default Event

A Default Event occurs if:-

- 42.1 the Lessee does not pay any money as required under this lease whether or not demand has been made; or
- 42.2 the Lessee does not comply with any other obligation under this lease; or
- 42.3 a judgement or order for \$10,000 or more is enforced or becomes enforceable against the Lessee's interest in this lease or the Lessee's Property; or
- 42.4 if the Lessee is a corporate body other than a public company listed on the Australian Stock Exchange and:-
 - 42.4.1 an order is made or resolution is passed to wind up the Lessee except for reconstruction or amalgamation; or
 - 42.4.2 the Lessee goes into liquidation; or
 - 42.4.3 the Lessee is placed under official management; or
 - 42.4.4 the Lessee has a receiver, including a provisional receiver, or a receiver and manager of any of its assets, or an administrator appointed; or
 - 42.4.5 the Lessee has an inspector appointed under the Australian Securities Commission Act; or
 - 42.4.6 the Lessee proposes a re-organisation, moratorium or other administration involving all or any class of its creditors except for reconstruction or amalgamation;
- 42.5 the Lessee being an individual:-

-
- 42.5.1 becomes bankrupt; or
 - 42.5.2 takes or tries to take advantage of Part X of the Bankruptcy Act; or
 - 42.6 the Lessee enters into a scheme of arrangement or composition with, or assignment for the benefit of any of the Lessee's creditors; or
 - 42.7 if the Lessee, without the Lessor's written consent:-
 - 42.7.1 discontinues the Lessee's Operation;
 - 42.7.2 leaves the Premises unoccupied for 7 consecutive days;
 - 42.8 if any Guarantor is a corporate body and any of the events referred to in sub-clause 42.4 occurs in relation to that Guarantor;
 - 42.9 if any Guarantor is an individual and any of the events referred to in sub-clause 42.5 occurs in relation to that Guarantor.

43 Lessor's right to end lease

- 43.1 If a Default Event occurs, the Lessor may:-
 - 43.1.1 end this lease by re-entering the Premises without notice or, if required by law, with notice; or
 - 43.1.2 end this lease by notice to the Lessee.
- 43.2 For any breach of this lease to which section 146(1) of the Property Law Act 1958 applies, 14 days after service of a notice under the section is fixed as the time within which:-
 - 43.2.1 the Lessee must remedy the breach if it is capable of remedy; and
 - 43.2.2 make reasonable compensation in money to the Lessor's satisfaction for the breach.
- 43.3 If this lease is ended by the Lessor, the Lessor retains the right to sue the Lessee for all unpaid moneys or for damages for breaches of the Lessee's obligations under this lease. For the purpose of assessing damages to the Lessor, the benefit of the Lessee's performance of this lease to the Lessor must be calculated on the basis that this lease continues in force until the Expiry Date.

PART 18 - DAMAGE, RESUMPTION AND RELOCATION

44 Damage to Premises

- 44.1 If the Premises are damaged so that they cannot be used for the Permitted Use, the Lessor may on written notice to the Lessee to be served within 30 days from the date of the destruction or damage, chose to either end this lease or reinstate the Premises.
- 44.2 If the Lessor does not serve any notice under clause 44.1 within the required time:
 - 44.2.1 if the Premises are partly, but not substantially destroyed, then subject to clause 44.5 the Lessor must reinstate the Premises as soon as reasonably practicable; and
 - 44.2.2 if the Premises are wholly or substantially destroyed, the Lessor is not obliged to reinstate the Premises, but (subject to clause 44.5) the Lessee may end this lease by written notice to the Lessor. However, if before the Lessee serves any

such notice the Lessor gives the Lessee notice of its decision to reinstate the Premises, the Lessee will no longer have this right.

- 44.3 If the Lessor is obliged to or chooses to reinstate the Premises, and the reinstatement does not start within three months or is not completed within 18 months of the date of the destruction or damage, then either the Lessor or the Lessee (subject to clause 44.5) may end this lease by giving the other written notice at any time before the reinstatement is completed.
- 44.4 Subject to clause 44.5 from the date of the destruction or damage until the Premises are again completely fit for the Permitted Use, a fair portion of the Rent and Outgoings as determined by the Lessor having regard to the nature and extent of the damage will abate.
- 44.5 If payment of an insurance claim in respect of any damage or destruction is refused because of an act or omission by the Lessee or any of the Lessee's Agents:
- 44.5.1 the Lessee will not be entitled to any suspension of Rent or Outgoings under clause 44.4 or to end this lease under clause 44.2.2 or clause 44.3; and
- 44.5.2 the Lessor will not be obliged to reinstate the Premises under clause 44.2.1.
- 44.6 The Lessor will not be liable to pay the Lessee any compensation if any part of the Premises is destroyed or damaged or if this lease is ended under this clause.

45 Resumption of Premises

- 45.1 If any part of the Premises is resumed by any authority and the Premises becomes unfit for the Permitted Use, then the Lessor or the Lessee may end this lease by written notice to the other.
- 45.2 The Lessor will not be liable to pay the Lessee any compensation if any part of the Premises is resumed by any authority.

46 Termination by the Lessor

- 46.1 Notwithstanding anything else contained in this lease, the Lessor may terminate the lease after giving the Lessee at least three (3) month's written notice ("Termination Notice") of its intention to do so. The Termination Notice shall state the date on which the Lease will terminate.
- 46.2 On the date shown in the Termination Notice, this lease shall absolutely cease and termination without any right or claim on the part of the Lessee for compensation, damages or otherwise by reason of such termination.
- 46.3 If the Lessor terminates the lease under this clause, the Lessor retains the right to sue the Lessee for all unpaid moneys or for damages for breaches of the Lessee's obligations under this lease."

PART 19 - OPTION TO RENEW

47 Conditions for exercise of option

The Lessor must renew this lease for the further term or terms stated in item 13 of Schedule One if:-

- 47.1 there is no unremedied breach of this lease by the Lessee of which the Lessor has given the Lessee written notice; and
- 47.2 the Lessee has not persistently committed breaches of this lease of which the Lessor has given notice during the Term; and
- 47.3 the Lessee has requested the renewal in writing not more than 6 months nor less than 3 months before the end of the Term. The latest date for exercising the option is stated in item 14 of Schedule One.

48 Conditions of renewed lease

The renewed lease:-

- 48.1 starts on the day after this lease ends; and
- 48.2 has a starting rent as determined in accordance with clause 10; and
- 48.3 must contain the same terms as this lease but with no option for renewal after the last option for a further term stated in item 15 of Schedule One has been exercised.

49 Guarantee for renewed lease

If any person has guaranteed the Lessee's obligations under this lease the Lessee must have that person or another person acceptable to the Lessor execute and deliver to the Lessor a guarantee and indemnity in relation to the Lessee's obligations under the new lease. The guarantee must be in a form satisfactory to the Lessor.

PART 20 - HOLDING OVER

50 Holding Over

If the Lessee remains in possession of the Premises without objection by the Lessor after the end of the Term:-

- 50.1 the Lessee, without any need for written notice of any kind, is a monthly tenant on the conditions in this lease, modified so as to apply to a monthly tenancy; and
- 50.2 either party may end the tenancy by giving one month's written notice to the other at any time; and
- 50.3 the monthly rent starts at one twelfth of the annual Rent which the Lessee was paying immediately before the Term ended unless a different rent has been agreed upon; and
- 50.4 the Lessor may increase the monthly rent at any time by giving the Lessee one month's written notice.

PART 21 - RELEASE AND INDEMNITY

51 Release and Indemnity

- 51.1 The Lessee occupies and uses the Premises at the Lessee's own risk.
- 51.2 The Lessee releases and indemnifies the Lessor and its employees, agents and contractors from all legal liability arising from the use or occupation of the Premises or the conduct of the Lessee's Operation by the Lessee or any of the Lessee's Agents, including
- 51.2.1 any claim made by any person for injury, loss or damage arising in any manner; and
 - 51.2.2 any loss or damage to any property belonging to the Lessee or other persons located on or outside the Premises caused by the Lessee or the Lessee's Agents; and
 - 51.2.3 any loss, damage, injury or illness sustained or incurred by the Lessee or any of the Lessee's Agents.
- 51.3 The releases and indemnities in clause 51.2 will not apply to any legal liability of the Lessor which arises from any unlawful act or omission of or any misconduct by the Lessor or its employees, officers, agents or contractors, or any breach of this lease by the Lessor.
- 51.4 The Lessee and any other person claiming rights under this lease releases the Lessor from any claim for compensation for the failure of any equipment or machinery in the Premises or on the Land and for any damage or loss caused or arising out of the interruption of any services including but not limited to the supply of gas, electricity or water.

PART 22 - GUARANTEE AND INDEMNITY

52 Guarantee and Indemnity

- 52.1 In consideration of the Lessor entering into this lease with the Lessee at the Guarantor's request, the Guarantor:-
- 52.1.1 guarantees that the Lessee will perform all its obligations under this lease, any renewed lease, and during any period of over-holding; and
 - 52.1.2 must pay the Lessor on demand any money owing to the Lessor by the Lessee; and
 - 52.1.3 indemnifies the Lessor against all loss resulting from the Lessor having entered into this lease, whether from the Lessee's breach of any provision of this lease, or from this lease being or becoming unenforceable against the Lessee.
- 52.2 The Guarantor's liability will not be affected by:-
- 52.2.1 the Lessor granting the Lessee or any Guarantor any time or other indulgence; or
 - 52.2.2 the Lessor agreeing not to sue the Lessee or any Guarantor; or
 - 52.2.3 any assignment (whether by the Lessor or the Lessee), sub-lease or variation of this lease; or
 - 52.2.4 any provision of this lease being or being found to be unenforceable; or
 - 52.2.5 the renewal of this lease; or

-
- 52.2.6 this lease not being signed by any one Guarantor.
- 52.3 The Guarantor agrees:-
- 52.3.1 not to seek to recover any money from the Lessee by way of reimbursement for payments made by the Guarantor to the Lessor until the Lessor has been paid in full; and
- 52.3.2 not to prove in the bankruptcy or winding up of the Lessee for any amount which the Lessor has demanded from the Guarantor until the Lessor has been paid in full; and
- 52.3.3 to pay the Lessor any money which the Lessor is required to refund to the Lessee's liquidator or trustee in bankruptcy as preferential payments received from the Lessee.

PART 23 - NOTICES, APPROVALS, CONSENTS

53 Notices, Approvals, Consents

Any notice, approval or consent required to be served or given under this lease:-

- 53.1 may be given by a party or its Authorised Officer;
- 53.2 must be in writing; and
- 53.3 must be given:-
- 53.3.1 by post; or
- 53.3.2 by facsimile; or
- 53.3.3 by delivery
- to the party at the last known address of that party or to that party's address or facsimile as shown in item 15 of Schedule One. In the case of the Lessee, the notice may also be given to the Lessee at the Premises.
- 53.4 A letter or facsimile is taken to be received:-
- 53.4.1 in the case of a posted letter, on the third day after posting; and
- 53.4.2 in the case of a facsimile, on production of a transmission report by the machine from which the facsimile was sent which indicates that the facsimile was sent in its entirety to the facsimile number of the recipient.

PART 24 - ESSENTIAL TERMS

54 Essential Terms

The following Lessee's obligations are essential terms of this lease:-

- 54.1 the obligation to pay money; and
- 54.2 the obligations under clause 5, 6, 7, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 39, 40 and 41.

However, this clause does not prevent any other obligation under this lease being an essential term. A breach by the Lessee of an essential term is taken to be a repudiation by the Lessee of all its obligations under this lease.

PART 25 - MISCELLANEOUS

55 Certificate

A certificate signed by the Lessor or its Authorised Officer about a matter concerning this lease is sufficient evidence of the matter stated in the certificate unless the matter is proved to be false.

56 Lessor's exercise of rights

- 56.1 The Lessor may exercise a right, power or remedy at its discretion and separately or concurrently with another right, power or remedy.
- 56.2 A single or partial exercise of a right, power or remedy by the Lessor does not prevent a further exercise of that right or an exercise of any other right, power or remedy.
- 56.3 Failure by the Lessor to exercise or delay in exercising a right, power or remedy does not prevent its exercise.

57 Power of Attorney

The Lessee irrevocably appoints the Lessor and its nominee or nominees and their substitute or substitutes jointly and severally to be the true and lawful Attorney or Attorneys of the Lessee to act at any time after the power to re-enter contained in this lease has become exercisable or has been exercised (a sufficient proof of which will be the statutory declaration of any officer of the Lessor duly authorised by the Lessor in that behalf) to execute and sign a surrender of this lease and for this purpose to use the name of the Lessee and generally to do, execute and perform any act, matter or thing relative to the Premises as fully and effectually as the Lessee could do and the Lessee covenants to ratify and confirm all and whatever the said Attorney or Attorneys may lawfully do or cause to be done in or about the Premises.

58 Waiver and variation

- 58.1 A provision of or a right created under this lease may not be waived or varied except in writing signed by the party to be bound.
- 58.2 If the Lessor waives a provision of or a right created under or implied in this lease, that waiver does not extend to:-
 - 58.2.1 a breach by the Lessee of the same or any other provision; or
 - 58.2.2 the future exercise by the Lessor of that right.
- 58.3 The acceptance of a payment under this lease will not be taken to constitute a waiver of any provision of or a right created under or implied in this lease, except the right to demand the

payment of that amount of money.

59 Approvals and consent

Unless this lease provides otherwise, any consent or approval to be given by the Lessor may be given by the Lessor conditionally or unconditionally or withheld at the Lessor's absolute discretion. If conditions are imposed by the Lessor, the Lessee must comply with each condition imposed by the Lessor as if it were a provision of this lease.

60 Remedies cumulative

The rights, powers and remedies provided in this lease are in addition to the rights, powers or remedies provided by law independently of this lease.

61 Indemnities

Each indemnity in this lease is a continuing obligation, independent from the other obligations of the Lessee and survives the end of this lease.

62 Further assurances

If the Lessor requests, the Lessee must:-

62.1 execute and cause its successors to execute documents and do everything else necessary or appropriate to bind the Lessee and its successors under this lease; and

62.2 use its best endeavours to cause relevant third parties to do likewise to bind every person intended to be bound under this lease.

63 Exclusion of statutory provisions

The covenants, powers and provisions implied in leases by section 67 of the Transfer of Land Act 1958 do not apply to this lease.

64 Payments

64.1 The Lessee must make payments under this lease punctually without set-off, counterclaim or deduction.

64.2 Unless this lease provides otherwise, the Lessor need not demand any amount payable by the Lessee under this lease.

65 Prior breaches and obligations

The ending of this lease does not affect:-

65.1 the Lessor's rights in respect of a breach of this lease by the Lessee before the end of this lease or

65.2 the Lessee's obligation to make any payment under this lease before the expiry or termination.

66 Mitigation of Damages

In the event of the Lessee vacating the Premises whether with or without the Lessor's consent the Lessor will take reasonable steps to mitigate its loss and to endeavour to re-lease the Premises at a reasonable rent and on reasonable terms. The Lessor's entitlement to damages will be assessed on the basis that the Lessor has observed the obligation to mitigate damages. The Lessor's conduct taken in pursuance of this duty to mitigate damages will not of itself constitute acceptance of the Lessee's breach or repudiation or a surrender by operation of law.

67 Governing law

This lease is governed by the laws of Victoria.

68 Entire agreement

The Lessee acknowledges that:-

- 68.1 no information, representation or warranty by or on behalf of the Lessor was supplied or made concerning this lease with the intention or knowledge that it would be relied upon by the Lessee; and
- 68.2 no information, representation or warranty has been relied upon; and
- 68.3 this lease constitutes the entire agreement between the parties concerning the Premises and supersedes all previous negotiations and agreements.

69 Retail Tenancies Reform Act 1998

If the Act applies:

- 69.1 The Lessee acknowledges that the Lessor has delivered to the Lessee at least seven (7) days prior to the Commencement Date the Disclosure Statement and Information Booklet as and in the form required by the Act.
- 69.2 The Lessee acknowledges that this lease is not the first lease of retail premises (as defined in section 3(1) of the Act) entered into by the Lessee.
- 69.3 The Lessee warrants that it has made enquiries and is satisfied by the matters disclosed in the Disclosure Statement.
- 69.4 The Lessee shall give to the Lessor a Business Plan prepared or endorsed by a financial adviser at least seven (7) days before the Commencement Date and the Lessee hereby consents to the Lessor communicating or divulging information contained therein.
- 69.5 In the event this lease does not provide the Lessee with an option to renew for a further term, the Lessor hereby notifies the Lessee that it does not propose to offer the Lessee a renewal of this lease. The Lessee hereby acknowledges and agrees that this clause shall constitute the notice required by section 16(1) of the Act.

PART 26 - EXECUTION

Executed by, for
and on behalf of **Moira Shire Council** on
theday of
2023 in the presence of:

.....
(Signature)
.....
(Position)

.....
Name of Witness (print)

.....
(Signature of Witness)

Executed by, for
and on behalf of **Insert Lessee details** on
theday of
2023 in the presence of:

.....
(Signature)
.....
(Position)

.....
Name of Witness (print)

.....
(Signature of Witness)

SCHEDULE ONE

Item 1	Lessee:	Insert Name Here	
Item 2	Guarantor:	Nil	
Item 3	Commencement Date: (Clause 1.4)	31 July 2023	
Item 4	Expiry Date: (Clause 1.8)	31 July 2026	
Item 5	Land: (Clause 1.13)	That occupied by the Premises (Killara House – west wing)	
Item 6	Permitted Use: (Clause 1.22)	(Insert use of Premises here)	
Item 7	Premises: (Clause 1.23)	2A Bank St Cobram Victoria Killara House (west wing and shared central amenities).	
Item 8	Rent: (Clause 1.24)	TBC	
Item 9	Rent Review:	Rent Review Dates (Clause 1.25)	Method of Review

Item 10	Lessee's Proportion of Outgoings: (Clause 1.17)	All Outgoings relating to the Premises.	
Item 11	Security deposit: (Clause 16)	Nil	
Item 12	Amount of public liability insurance: (Clause 24.4)	\$20,000,000	
Item 13	Options: (Clause 47)	Two further periods of 3 years each	
Item 14	Last Date for Exercise of Option: (Clause 47.3)	3 months prior to the end of term	
Item 15	Addresses and fax no. of parties: (Clause 53.3)	Lessor's address:	44 Station Street Cobram 3644
		Lessor's Tel No:	5871 9228
		Lessor's fax no.:	5872 1567
		Email:	admin@moira.vic.gov.au
		Lessee's address:	
		Lessee's Tel No:	
		Email:	

Item 16 **Special conditions:**
(Clause 3.2)

The following Special Conditions will also bind the parties:-

1.The Lessee shall provide accommodation and meeting facilities to the following groups:

- Cobram Legacy Widows
- Cobram Cancer Support Group
- Girl Guides Association
- Community House Shower Program

2.The Lessee will negotiate a fair and equitable cost sharing arrangement with the co-tenants and the groups listed in Special Condition 1 in regard to cleaning, utilities and outgoings

3.The Lessee shall be entitled to terminate the lease with 3 months written notice.

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