

Attachment 18.1.1**8**FORM L1 (Version 3)
GUIDANCE NOTES AVAILABLE**LANDS TITLES REGISTRATION OFFICE**

SOUTH AUSTRALIA

LEASE

FORM APPROVED BY THE REGISTRAR-GENERAL

PRIORITY NOTICE ID

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LEASE

PRIVACY COLLECTION STATEMENT: The information in this form is collected under statutory authority and is used for maintaining publicly searchable registers and indexes. It may also be used for authorised purposes in accordance with Government legislation and policy requirements.

LAND DESCRIPTION

The portion of the land comprised in Certificate of Title Volume 5494 Folio 674 being the area delineated in the Plan attached as Annexure A

ESTATE & INTEREST

In fee simple

LESSOR (Full name and address)

CITY OF MARION of PO Box 21, Oaklands Park SA 5046

LESSEE (Full name, address and mode of holding)

BUILD TEC GROUP PTY LTD ACN 008 091 414 of 99 King William Street, Kent Town SA 5067

TERM

COMMENCING ON

AND

EXPIRING ON

RENT AND MANNER OF PAYMENT (or other consideration)

TWO HUNDRED AND ELEVEN THOUSAND ONE HUNDRED AND TWENTY DOLLARS (\$211,120.00) per annum
(exclusive of GST) (subject to review pursuant to clause 7)

IT IS COVENANTED BY AND BETWEEN THE LESSOR AND THE LESSEE as listed herein:

(Covenants, where not deposited, to be set forth on insert sheet(s) and securely attached)

OPERATIVE CLAUSE **Delete the inapplicable*

Page _____ of _____

The Lessor LEASES TO THE LESSEE the land described and the LESSEE ACCEPTS THIS LEASE of the land for the term and at the rent stipulated, subject to the covenants and conditions expressed *herein/ *in Standard Terms and Conditions No. _____ and to the powers and covenants implied by the *Real Property Act 1886* (except to the extent that the same are modified or negated).

DEFINE THE LAND BEING LEASED INCORPORATING THE REQUIRED EASEMENT(S) ETC.

The portion of the land comprised in Certificate of Title Volume 5494 Folio 674 being the area delineated in the Plan attached as Annexure A

CONSENTS OF MORTGAGEES AND SECTION 32 DEVELOPMENT ACT 1993 CERTIFICATION

Page _____ of _____

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DATED.....

CERTIFICATION **Delete the inapplicable*

Lessor(s)

*The Certifier has taken reasonable steps to verify the identity of the lessor or his, her or its administrator or attorney.

*The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

*The Certifier has retained the evidence to support this Registry Instrument or Document.

*The Certifier has taken reasonable steps to ensure that the Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Signed By:

<Name of certifying party>

<Capacity of certifying party>

for: *<Company name>*

on behalf of the Lessor

Lessee(s)

*The Certifier has taken reasonable steps to verify the identity of the lessee or his, her or its administrator or attorney.

*The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

*The Certifier has retained the evidence to support this Registry Instrument or Document.

*The Certifier has taken reasonable steps to ensure that the Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Signed By:

<Name of certifying party>

<Capacity of certifying party>

for: *<Company name>*

on behalf of the Lessee

SCHEDULE 1

ITEM 1 Leased Land	The portion of the land comprised in Certificate of Title Volume 5494 Folio 674 being the area delineated in the Plan attached as Annexure A						
ITEM 2 Land	The whole of the land comprised in Certificate of Title Volume 5494 Folio 674						
ITEM 3 Initial Term	Forty Five (45) years commencing on //DATE// (Commencement Date) and expiring at midnight on //DATE//						
ITEM 4 Renewal(s)	Nil						
ITEM 5 Rent	\$211,120.00 per annum (exclusive of GST) (subject to review pursuant to clause 7)						
ITEM 6 Rent Review Dates and Review Method	<table> <tr> <th>Review Dates</th><th>Review Method</th></tr> <tr> <td>a) Date: //DATE// Year(s): Annually excluding the years set out in Item 6 (b) below</td><td>Fixed review</td></tr> <tr> <td>b) Date: //DATE// Year(s): 2027, 2032, 2037, 2042, 2047, 2052, 2057, 2062 and 2067</td><td>Market review</td></tr> </table>	Review Dates	Review Method	a) Date: //DATE// Year(s): Annually excluding the years set out in Item 6 (b) below	Fixed review	b) Date: //DATE// Year(s): 2027, 2032, 2037, 2042, 2047, 2052, 2057, 2062 and 2067	Market review
Review Dates	Review Method						
a) Date: //DATE// Year(s): Annually excluding the years set out in Item 6 (b) below	Fixed review						
b) Date: //DATE// Year(s): 2027, 2032, 2037, 2042, 2047, 2052, 2057, 2062 and 2067	Market review						
ITEM 7 Outgoings	Outgoings means the total of all amounts paid or payable by the Council in connection with the ownership, management, administration and operation of the Leased Land.						
ITEM 8 Permitted Use	Construction of and sublease of bulky goods retail tenancies						
ITEM 9 Public Risk Insurance	Twenty Million Dollars (\$20,000,000.00)						
ITEM 10 Refurbishment	Not Applicable						
ITEM 11 Special Conditions	The terms and conditions (if any) set out in Annexure B are deemed to be incorporated into this Lease and, in the event of any inconsistency with the terms and conditions contained in the body of this Lease, then the Special Conditions will prevail.						
ITEM 12 Bank Guarantee	An amount equal to six (6) months' Rent and Outgoings						

THIS LEASE is dated 2022

BETWEEN

CITY OF MARION of PO Box 21, Oaklands Park SA 5046 (**Council**)

AND

BUILD TEC GROUP PTY LTD ACN 008 091 414 of 99 King William Street, Kent Town SA 5067 (**Lessee**)

INTRODUCTION

- A. The Council is the registered proprietor of or has the care, control and management of, the Land.
- B. The Lessee has requested a lease to use the Leased Land for the Permitted Use.
- C. The Council has resolved to grant the Lessee a lease of the Leased Land and (if necessary) undertaken public consultation and/or been granted Parliamentary approval in accordance with the *Local Government Act 1999*.
- D. The Council and Lessee wish to record the terms of their agreement in this Lease.

TERMS

1. ACKNOWLEDGEMENT OF INTRODUCTION

The preceding statements are accurate and form part of this Lease.

2. DICTIONARY

In this Lease:

Act means the *Retail and Commercial Leases Act 1995*.

Agreed Consideration means the Rent, Outgoings and all other consideration (whether in money or otherwise) to be paid or provided by the Lessee for any supply or use of the Leased Land and any goods, services or other things provided by the Council under this Lease (other than tax payable under clause 21).

Appropriate Standard means a standard commensurate with the standard of repair the relevant property was in and the quality of the property at the Commencement Date.

Bank Guarantee means an irrevocable and unconditional undertaking acceptable to the Council given by an Australian trading bank carrying on business in South Australia to pay the Council on demand the amount in Item 12 of Schedule 1 and any addition or replacement to it under clause 20.

Business Day means a day which is not a Saturday, Sunday or public holiday in South Australia.

Commencement Date means the commencement date of the Initial Term described in Item 3.

Common Areas means all areas of the Land which are not leased or tenanted and which are for common use by tenants and lessees and their invitees and customers including driveways, car parks, walkways, washrooms and toilets.

Council means the party described as 'Council' in this Lease and where the context permits includes the employees, contractors, agents and other invitees of the Council.

Council's Equipment means all fixtures and fittings, plant, equipment, services, chattels and other goods installed or situated in or on the Leased Land and made available for use by the Lessee.

Current Market Rent means the best rent that can be obtained for the Leased Land in an open market by a willing but not anxious lessor with or without vacant possession and on the following conditions:

- (a) on the terms of this lease for the whole of the Term (and not just the balance of the Term);
- (b) on the basis that the Lessee has complied with all its obligations under this lease;
- (c) not taking into account any damage or destruction to the Building or Leased Land and not taking into account any resulting suspension or abatement of Rent;
- (d) not taking into account any disturbance or nuisance to the Lessee's use of the Leased Land caused by any act or neglect of the Council or any adjoining owner or occupier;
- (e) not taking into account any improvements or fixtures erected or installed at the Lessee's expense;
- (f) taking into account any increase in value of the Leased Land arising from any permanent improvements on the Land at the expense of the Council and which the Lessee is not entitled to remove;
- (g) not taking into account any goodwill attributable to the Leased Land by reason of any trade, business or actions carried on by the Lessee; and
- (h) not taking into account any cash, premium, payment, abatement, allowance or other incentive paid, offered or allowed in respect of this lease or being offered or given in respect of comparable premises to induce lessees to take a lease of or remain in such comparable Leased Land.

Default Rate means the rate which is 2% per annum greater than the published annual rate of interest charged from time to time by Westpac Banking Corporation on overdraft facilities of more than \$100,000 and if there is more than one rate published, the highest of those rates.

Fixed Amount means a specified amount nominated as a Review Method.

GST has the same meaning as given to that term in the GST Legislation.

GST Legislation means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and any ancillary or similar legislation.

GST Rate means 10% or such other percentage equal to the rate of GST imposed from time to time under the GST Legislation.

Emergency means a serious, unexpected or dangerous situation as determined by the Council at its discretion.

Improvements means the interior and exterior of all improvements which are to be made or have been made to the Leased Land by the Lessee and all other conveniences, services, amenities and appurtenances of in or to the Improvements.

Initial Term means the initial term of this Lease commencing on the Commencement Date described in Item 3.

Institute means the South Australian Division of the Australian Property Institute.

Land means the land described in Item 2 and includes any part of the Land.

Leased Land means the land described in Item 1 including the Council's Equipment.

Legislation includes any relevant Statute or Act of Parliament (whether State or Federal) and any regulation or by-law including by-laws issued by any local government body or authority.

Lessee means the party described as 'Lessee' in this Lease and where the context permits includes the employees, contractors, agents, customers and other invitees of the Lessee.

Lessee's Equipment means any and all fixtures and fittings and other equipment installed in or brought on to the Leased Land by the Lessee.

Lessee's Share means the proportion the area of the Leased Land bears from time to time to the total lettable area of the Land as measured in accordance with the method of measurement recommended for such Leased Land by the guidelines issued by the Institute current as at the Commencement Date or such other Institute method of measurement as the Council notifies the Lessee.

Market Review means a review of Rent to Current Market Rent as set out in clause 7.2.

Outgoings means the outgoings described in Item 7.

Payment Date means the Commencement Date and the first day of each month during the Term.

Permitted Use means the use described in Item 8.

Rates and Taxes means all present and future rates, charges, levies, assessments, duty and charges of any Statutory Authority, other department or authority having the power to raise or levy any such amounts in respect of the use, ownership or occupation of the Leased Land and includes water and sewer charges, council rates, emergency services levy and, subject to the Act, land tax (on a single holding basis).

Renewal Term means the term (if any) of renewal or extension in Item 4.

Rent means the amount described in Item 5.

Review Date means each date in Item 6.

Review Method means the relevant method of rent review in Item 6 for any Review Date.

Services includes all services (including gas, electricity, water, sewerage, communications, fire control, airconditioning, plumbing, telephone and all plant, equipment, pipes, wires and cables in connection with them as applicable) to or of the Leased Land supplied by any authority, the Council or any other person the Council authorises.

Special Conditions means the special conditions to this Lease described in Item 11.

Statutory Authorities means any authorities created by or under any relevant Legislation including the Council in its separate capacity as such an Authority.

Statutory Requirements means all relevant and applicable Legislation and all lawful conditions, requirements, notices and directives issued or applicable under any such Legislation.

Term means the Initial Term, the Renewal Term and any period during which the Lessee holds over or remains in occupation of the Leased Land.

Valuer means a qualified valuer appointed to make a determination under this Lease:

- (a) who is appointed by agreement of the Council and the Lessee or, failing agreement within 14 days of either notifying the other of the requirement for such appointment at the request of either the Council or the Lessee, by the President or Acting President of the Institute;
- (b) who has practised as a valuer with a minimum of 5 years relevant experience;
- (c) who is licensed to practice as a valuer of the kind of premises in respect of which the review is required; and
- (d) who acts as an expert and not as an arbitrator.

Yearly Amounts means the aggregate of the Rent, Outgoings and any other moneys payable by the Lessee during the Term.

3. INTERPRETATION

In this Lease, unless the contrary intention appears:

- 3.1 a reference to this Lease is a reference to this document;
- 3.2 words beginning with capital letters are defined in clause 2;
- 3.3 a reference to a clause is a reference to a clause in this Lease;
- 3.4 a reference to an Item is a reference to an item in the First Schedule;
- 3.5 a reference to a Schedule is a reference to a schedule of this Lease;

- 3.6 a reference to an Annexure is a reference to an annexure to this Lease;
- 3.7 headings are for convenience only and do not affect interpretation;
- 3.8 the singular includes the plural and vice-versa;
- 3.9 a reference to an individual or person includes a corporation, partnership, joint venture, authority, trust, state or government and vice versa;
- 3.10 a reference to any party in this Lease, or any other document or arrangement referred to in this Lease, includes that party's executors, administrators, substitutes, successors and assigns;
- 3.11 a reference to any document (including this Lease) is to that document as varied, novated, ratified or replaced from time to time;
- 3.12 a reference to any Legislation includes any statutory modification or re-enactment of it or any Legislation substituted for it, and all by-laws, regulations and rules issued under it;
- 3.13 a reference in this Lease to the Council's approval or consent, is to the Council's prior written approval or consent which may be granted or withheld in the absolute discretion of the Council;
- 3.14 'including' and similar expressions are not and must not be treated as words of limitation;
- 3.15 the covenants and powers implied in leases by virtue of sections 124 and 125 of the *Real Property Act 1886* will apply and be implied in this Lease unless they are expressly or impliedly excluded or modified; and
- 3.16 any special condition in the Second Schedule will apply to this Lease and in the event of any inconsistency with the terms and conditions in the body of this Lease, then those special conditions will prevail.

4. RETAIL AND COMMERCIAL LEASES ACT

- 4.1 If the Act applies to this Lease, then this Lease will be read and interpreted subject to the provisions of the Act and, to the extent to which there is any inconsistency with the provisions of the Act, those provisions of the Act will override the terms of this Lease.
- 4.2 Any right, power or remedy of the Council or obligation or liability of the Lessee that is affected by the Act (if applicable) shall be unenforceable or void but only to the extent that it is expressly made unenforceable or void by the Act.

5. GRANT OF GROUND LEASE

- 5.1 The Council grants and the Lessee accepts a lease of the Leased Land (excluding the Improvements which the parties acknowledge and agree are owned by the Lessee) for the Term on the terms and conditions as set out in this Lease.

- 5.2 The parties acknowledge that the Lessee has constructed and installed the Improvements or caused the Improvements to be constructed and installed to make the Leased Land suitable for the Permitted Use.
- 5.3 The parties acknowledge and agree that the Lessee is the owner of the Improvements and full legal and beneficial title to the Improvements has been and is for the duration of the Term vested in the Lessee notwithstanding:
- 5.3.1 the degree or purpose of affixation of the Improvements or any part of the Improvements;
 - 5.3.2 whether or not the Improvements or any part of the Improvements is a fixture or has or will become a fixture;
 - 5.3.3 any law to the contrary (which is excluded to the extent permitted at law); or
 - 5.3.4 any right granted to the Council or any obligation imposed upon the Lessee whether under this Lease or any other document including any right or obligation relating to the use, occupation, maintenance, repair, subsistence, assignment, subleasing, charging or control of the Improvements.
- 5.4 Clause 5.3 does not affect the Council's right under clause 17.2 to require the Lessee to remove any Improvements.

6. RENT

6.1 Payment of Rent

The Lessee must pay the Rent by monthly instalments in advance.

6.2 Instalment

If a rent instalment period is less than 1 month, the instalment for that period is calculated at a daily rate based on the number of days in the month in which that period begins and the monthly instalment which would have been payable for a full month.

7. RENT REVIEWS

7.1 Fixed Amount review

Where the Review Method for any Review Date is a Fixed Amount, the Rent on and from that Review Date is calculated by increasing the Rent payable during the immediately preceding TWELVE (12) month period by TWO PERCENT (2)%

7.2 Market Review

Where the Review Method for any Review Date is a Market Review, then the Rent must be reviewed to the Current Market Rent.

7.3 Current Market Rent

- 7.3.1 The Council may at any time give the Lessee written notice stating the Council's assessment of the Current Market Rent.
- 7.3.2 The Rent from and including the relevant Review Date is the amount stated in the Council's notice under clause 7.3.1 unless the Lessee gives the Council written notice disagreeing with that amount (Objection) within 35 days after the Council's notice.
- 7.3.3 If the Lessee gives the Council an Objection, then the Rent must be determined by a Valuer.
- 7.3.4 The Valuer must determine the Current Market Rent under this clause.
- 7.3.5 The Council and the Lessee may make written submissions to the Valuer within 14 days after the Valuer is appointed.
- 7.3.6 Each party must forward to the other a copy of all written material provided to the Valuer when it is provided to the Valuer.
- 7.3.7 Within 14 days after receiving those written materials, a party may give written comments to the Valuer on the other party's written submissions.
- 7.3.8 The Valuer must make the determination in writing within 60 days after appointment, giving detailed reasons and specifying the matters required to be taken into account under this lease). The determination is final and binding.
- 7.3.9 If the Valuer's determination is more than the Council's assessment of the Current Market Rent, the Lessee must pay all the costs of the valuation. In all other cases, the costs of the valuation must be shared equally between the Council and Lessee.

7.4 Rent Pending Determination

- 7.4.1 The Rent may be reviewed at any time from a Review Date even if the review is instituted after that Review Date.
- 7.4.2 If the Rent to apply on and from a Review Date has not been agreed on or determined by that Review Date, the Lessee must continue to pay instalments of Rent at the rate that applied before the relevant Review Date until the Rent is determined.

7.5 Adjustment Once Rent Determined

Once the Rent to apply on and from a Review Date is determined, the Lessee will pay any shortfall and the Council will allow any adjustment for overpayment at the next Payment Date.

7.6 Other Review

Subject to the Act, nothing in this Lease prevents the Council and Lessee negotiating and agreeing on a Rent to apply from a Review Date without following this clause 7.

8. RATES, TAXES AND OUTGOINGS**8.1 Liability for Rates and Taxes**

8.1.1 The Lessee must pay or reimburse the Council all Rates and Taxes levied, assessed or charged in respect of the Leased Land or upon the owner or occupier of the Leased Land.

8.1.2 The Rates and Taxes must be adjusted between the Council and the Lessee as at the Commencement Date and the end or earlier termination date of this Lease.

8.2 Payment of Outgoings

8.2.1 The Lessee must pay or reimburse the Council all Outgoings levied, assessed or charged in respect of the Leased Land.

8.2.2 The Outgoings shall be adjusted between the Council and the Lessee as at the Commencement Date and the end or termination date of this Lease.

8.3 Lessee's Proportion

If any of the Rates and Taxes or Outgoings are not separately assessed or charged in respect of the Leased Land, then the Lessee must pay the Lessee's Share of any such Rates and Taxes or Outgoings assessed or charged in respect of the Leased Land.

8.4 Power and Other Utilities

8.4.1 The Lessee will pay when they are due for payment, all costs for the use of telephone, lights and other utilities and the consumption of electricity, gas, water and any and all other services and utilities supplied to or used from the Leased Land.

8.4.2 If there is no separate meter for recording or measuring the services and utilities consumed on or from the Leased Land, then the Lessee may, if required by the Council, install the necessary meters at its own cost.

8.4.3 Without limiting the generality of this clause 8.4, the Lessee will comply in all respects with the *Electricity (General) Regulations 1997* and any other applicable electricity laws.

9. USE OF LEASED LAND**9.1 Permitted Use**

The Lessee must use the Leased Land only for the Permitted Use and must not use or allow the Leased Land to be used for:

- 9.1.1 residential purposes; or
 - 9.1.2 any other use,
- (without the Council's prior written consent).

9.2 Alterations by Lessee

- 9.2.1 The Lessee must not carry out any alterations or additions to the Leased Land including, for the avoidance of doubt, the Improvements without Council's prior written consent which will not be unreasonably withheld or delayed.
- 9.2.2 The Lessee must provide full details of the proposed alteration and additions to the Council.
- 9.2.3 The Council may impose any reasonable conditions it considers necessary if it gives its approval, including requiring the Lessee to obtain the Council's prior written consent to any agreements that the Lessee enters into in relation to the alterations or additions.
- 9.2.4 The Lessee must carry out any approved alterations and additions:
 - (a) in a proper and workmanlike manner;
 - (b) in accordance with the conditions imposed by the Council and with the approvals made by Council in its capacity as Lessor under this Lease;
 - (c) in accordance with all Statutory Requirements; and
 - (d) in a way to minimise disturbance to others.
- 9.2.5 Unless otherwise agreed in writing between the parties, the full legal and beneficial title to all alterations and additions to the Land or the Leased Land made pursuant to this clause are vested in the Lessee for the duration of the Term.
- 9.2.6 The Lessee will pay all of the Council's costs (including consultant's costs and legal costs) as a result of the Lessee's alterations and additions.

9.3 Offensive Activities

The Lessee must not carry on any offensive or dangerous activities on or from the Leased Land or create a nuisance or disturbance either:

- 9.3.1 for the Council; or
- 9.3.2 for the owners or occupiers of any adjoining property; and
- 9.3.3 must ensure at all times that activities conducted on or from the Leased Land will not bring any discredit upon the Council.

9.4 Use of Facilities

- 9.4.1 The Lessee will ensure that the Services are used carefully and responsibly and in accordance with any directions that may be given by the Council from time to time.
- 9.4.2 The Lessee will be responsible to repair or correct any damage or malfunction which results from any misuse or abuse of the Services by the Lessee.

9.5 Statutory Requirements

The Lessee, at its own cost, must comply with all Statutory Requirements (including any obligations under the *Work Health and Safety Act 2012 (SA)*) and reasonable directives of the Council relating to:

- 9.5.1 the Lessee's use and occupation of the Leased Land; and
- 9.5.2 the nature of the Permitted Use conducted on the Leased Land by the Lessee;

including any requirements for building works or modifications to the Leased Land (whether structural or otherwise).

9.6 Alcohol and Gaming

Unless the Lessee first obtains the written consent of the Council, the Lessee must not apply for:

- (a) a liquor licence under the *Liquor Licensing Act 1997*; or
 - (b) a gaming machine licence under the *Gaming Machines Act 1992*.
- 9.6.2 If the Lessee obtains a licence (or licences) under this clause, the Lessee must not do (or fail to do) or allow any of its employees, agents contractors, licensees or invitees to (or fail to):
- (a) do anything that is in breach of the *Liquor Licensing Act 1997* and/or the *Gaming Machines Act 1992* (as the case may be) or of the conditions of the relevant licence;
 - (b) do anything that may result in the relevant licence being revoked or suspended;
 - (c) assign the licence;
 - (d) apply to remove the licence;
 - (e) allow a licence to be granted to another person in respect of the Leased Land or any part of the Leased Land; or
 - (f) apply to vary or revoke any conditions of the licence.

9.6.3 At or before the expiry or early termination of this Lease, the Lessee must:

- (a) give any notices the Council requires to renew or assign the licence;
- (b) allow those notices to be affixed as and for the period required by the *Liquor Licensing Act 1997* and/or the *Gaming Machines Act 1992* as the case may be;
- (c) assign the licence to the Council or the Council's nominees if required to do so by the Council; and
- (d) do anything else that may be required to affect the renewal or assignment of the licence.

9.7 Signs

The Lessee must not place any signs or advertisements on the outside or inside (if they can be seen from outside) of the Leased Land, except a sign or signs which:

9.7.1 are approved by the Council; and

9.7.2 comply with any relevant Statutory Requirements.

9.8 Dangerous Equipment and Installations

The Lessee may only install or use within the Leased Land equipment and facilities which are reasonably necessary for and normally used in connection with the Permitted Use and will not install or bring onto the Leased Land:

9.8.1 any electrical, gas powered or other machinery or equipment that may pose a danger, risk or hazard;

9.8.2 any chemicals or other dangerous substances that may pose a danger, risk or hazard; or

9.8.3 any heavy equipment or items that may damage the Leased Land or Improvements.

9.9 Fire Precautions

The Lessee must, at its own cost:

9.9.1 comply with all requirements and directives of the Council with regard to fire safety systems and procedures including fire evacuation drills and other procedures; and

9.9.2 comply with all Statutory Requirements relating to fire safety and procedures including any structural works or modifications or other building works which are required as a consequence of the Lessee's particular use of the Leased Land; and

9.9.3 without limiting clauses 9.9.1 and 9.9.2 the Lessee will undertake maintenance of the fire safety equipment.

9.10 Notice of Defect

The Lessee must:

- 9.10.1 give the Council prompt notice of any circumstance or event which the Lessee should reasonably be aware might cause danger, risk or hazard to the Leased Land or to any person on the Leased Land; and
- 9.10.2 if required by the Council, promptly rectify any defect or want of repair to make the Leased Land safe from any danger, risk or hazard.

9.11 Common area access

Subject to the Terms of this Lease, the Lessee is entitled to the use and enjoyment of the Common Areas.

9.12 No Warranty

The Council makes no warranty or representation regarding the suitability of the Leased Land (structural or otherwise) for the Permitted Use or any other purpose.

10. INSURANCE**10.1 Lessee must Insure**

The Lessee must keep current during the Term (in connection with the Leased Land), the Lessee's Equipment and the Improvements:

- 10.1.1 public risk insurance for at least the amount in Item 9 (or any other amount the Council reasonably requires) for each claim;
- 10.1.2 all insurance in respect of the Lessee's Equipment and the Improvements for its full replacement value;
- 10.1.3 plate glass insurance if required by Council against usual risks; and
- 10.1.4 other insurances required by any Statutory Requirement or which the Council reasonably requires.

10.2 Requirements for Policies

Each policy the Lessee takes out under this clause 10 must:

- 10.2.1 be with an insurer and on terms reasonably approved by the Council;
- 10.2.2 be in the name of the Lessee and note the interest of the Council and any other person the Council requires;
- 10.2.3 cover events occurring during the policy's currency regardless of when claims are made; and
- 10.2.4 note that despite any similar policies of the Council, the Lessee's policies will be primary policies.

10.3 Evidence of Insurance

The Lessee must give the Council certificates evidencing the currency of the policies the Lessee has taken out under this clause 10. During the Term the Lessee must:

- 10.3.1 pay each premium before it is due for payment;
- 10.3.2 give the Council certificates of currency each year when the policies are renewed and at other times the Council requests;
- 10.3.3 not allow any insurance policy to lapse or vary or cancel it without the Council's consent; and
- 10.3.4 notify the Council immediately if a policy is cancelled or if an event occurs which could prejudice or give rise to a claim under a policy.

10.4 Insurance Affected

- 10.4.1 The Lessee must not do anything that may:
 - (a) prejudice any insurance of the Leased Land; or
 - (b) increase the premium for that insurance.
- 10.4.2 If the Lessee does anything (with or without the Council's consent) that increases the premium of any insurance the Council has in connection with the Leased Land, the Lessee must on demand pay the amount of that increase to the Council.

11. REPAIR AND MAINTENANCE**11.1 Repair, Maintain and Replace**

- 11.1.1 The Lessee must at its own cost:
 - (a) maintain, repair and replace any part of the Council's Equipment and the Lessee's Equipment so that the Council's Equipment and the Lessee's Equipment are kept to the Appropriate Standard; and
 - (b) maintain and repair any damage to the Leased Land and the Improvements so that the Leased Land and the Improvements are kept to the Appropriate Standard.
- 11.1.2 If the Council requires the Lessee to do so, the Lessee must at its own cost promptly repair any damage caused or contributed to by the act, omission, negligence or default of the Lessee.
- 11.1.3 The Lessee acknowledges that it is vested with the title to the Improvements and agrees that in addition to and without limiting the Lessee's obligations under clause 11.1.1, the Lessee must carry out or cause to be carried out:

- (a) any repair or replacement of any part or the whole of the Improvements or the interior or exterior of the Improvements; and
- (b) any structural or major component part repair or replacement or any capital expenditure,

11.1.4 which is necessary for the Lessee to comply with clause 11.1.1.

11.2 Cleaning

The Lessee must:

- 11.2.1 keep the Leased Land and the Improvements clean and tidy;
- 11.2.2 keep the Leased Land and the Improvements free of vermin, insects and other pests; and
- 11.2.3 not cause the Common Areas to be left untidy or in an unclean state or condition.

12. TRANSFERRING, SUBLETTING AND CHARGING

12.1 Transfer

The Lessee may, subject to the Act, only transfer its interest in this Lease provided:

- 12.1.1 the proposed transferee does not change the Permitted Use;
- 12.1.2 the proposed transferee is able to meet the financial obligations under this Lease;
- 12.1.3 the Lessee has complied with the Council's reasonable procedural requirements for obtaining the Council's consent and the Lessee has obtained the written consent of Council which will not be unreasonably withheld or delayed ; and
- 12.1.4 the Lessee assigns the Lessee's title to the Improvements.

12.2 Subletting

The Lessee may sublet or sublicense any part of the Leased Land provided that the sub-tenant enters into a written sublease in a form approved by the Lessor.

12.3 Charging

- 12.3.1 The Lessee must not mortgage or charge the Lessee's interest in this Lease, the Improvements or the Lessee's Equipment without the written consent of the Council or on such terms and conditions as Council reasonably requires. Councils consent will not be unreasonably withheld or delayed.
- 12.3.2 If the Council consents to a charge or mortgage in accordance with clause 12.3.1 then the Lessee must enter into a deed in a form

required by the Council that ensures the charge is subject to the Council's rights under this Lease.

12.4 Hiring out of Leased Land

The Lessee must not hire out or otherwise part with possession of the Leased Land without the Council's consent or on such terms and conditions as Council reasonably requires.

12.5 Deemed Assignment

If the Lessee is a corporation (not being a company with its shares listed on any Stock Exchange in Australia) or an association, any change in the beneficial ownership of twenty per centum (20%) or more of the voting shares in the corporation or any change in the effective control of the corporation or association, will be deemed to be an assignment of the Leased Land requiring the consent of Council under this Lease.

12.6 Costs

The Lessee must pay all costs incurred by the Council (including the costs of any consultant or any legal fees) in relation to any dealing, including in considering whether or not to grant any consent to a request by the Lessee under this clause 12.

13. LESSEE GOVERNANCE

- 13.1 As and when the Council may reasonably require, the Lessee must provide to the Council such information in relation to the Lessee's use and occupation of the Leased Land as required by the Council including financial information of the Lessee.

14. COUNCIL'S OBLIGATIONS AND RIGHTS

14.1 Quiet Enjoyment

Subject to the Council's rights and to the Lessee complying with the Lessee's obligations under this Lease, the Lessee may occupy the Leased Land during the Term without interference from the Council.

14.2 Right to Enter

The Council may (except in the case of Emergency when no notice will be required) enter the Leased Land after giving the Lessee reasonable notice:

- 14.2.1 to see the state of repair of the Leased Land;
- 14.2.2 to do repairs to the Leased Land or other works which cannot reasonably be done unless the Council enters the Leased Land;
- 14.2.3 to verify the Lessee's compliance with the terms of this Lease;
- 14.2.4 to do anything the Council must or may do under this Lease or must do under any Legislation or to satisfy the requirements of any Statutory Authority; and

14.2.5 to show prospective lessees through the Leased Land.

14.3 Emergencies

In an emergency the Council may:

14.3.1 close the Leased Land; and

14.3.2 prevent the Lessee from entering the Leased Land.

14.4 Works and Restrictions

14.4.1 The Council may install, use, maintain, repair, alter, and interrupt Services;

14.4.2 The Council may close (temporarily or permanently) and restrict access to the Common Areas.

14.4.3 The Council must (except in cases of emergency) take reasonable steps to minimise interference with the Lessee's use and occupation of the Leased Land.

14.5 Right to Rectify

Council may at the Lessee's cost do anything which the Lessee should have done under this Lease but which the Lessee has not done or which the Council reasonably considers the Lessee has not done properly.

15. DAMAGE OR DESTRUCTION

15.1 Termination for Destruction or Damage

15.1.1 If the Improvements are destroyed or damaged so that the Leased Land is unfit for the Permitted use then within three (3) months after the damage or destruction occurs, the Lessee must give the Council a notice either:

- (a) terminating this Lease (on a date at least 1 month after the Lessee gives notice); or
- (b) advising the Council that the Lessee intends to repair the Leased Land and/or the Improvements so that the Leased Land are accessible and the Lessee can occupy and use the Leased Land.

15.1.2 If the Lessee gives a notice under clause 15.1.1(b) but does not carry out the intention within a reasonable time, the Council may give notice to the Lessee that the Council intends to end this Lease if the Lessee does not do whatever is necessary to make the Leased Land accessible and fit for use and occupation by the Lessee within a reasonable time (having regard to the nature of the required work).

15.1.3 If the Lessee does not comply with clause 15.1.1 or with the Council's notice under clause 15.1.2, the Council may end this Lease by giving the Lessee not less than 1 month's notice.

15.2 Reduction or Abatement of Rent

- 15.2.1 While the Leased Land is unfit or inaccessible, the Yearly Amounts are reduced unless:
- (a) the Leased Land is unfit or inaccessible; or
 - (b) an insurer refuses to pay a claim,
- as a result of a deliberate or negligent act or omission of the Lessee.
- 15.2.2 The level of the reduction (if any) depends on the nature and extent of the damage.
- 15.2.3 If the level of the reduction (if any) cannot be agreed it must be determined by a Valuer.

16. RENEWAL

- 16.1 If a right of renewal has been granted to the Lessee as described in Item 4 and the Lessee wishes to exercise that right of renewal, then the Lessee must serve a written notice on the Council not less than 6 months and not more than 12 months before the expiry of the Initial Term stating it requires a renewal of this Lease.
- 16.2 The Lessee will not be entitled to a right of renewal if:
- 16.2.1 the Lessee has been in breach of this Lease at any time before giving notice of the Lessee's exercise of the right of renewal;
 - 16.2.2 the Lessee is in breach of this Lease at the time of giving that notice; or
 - 16.2.3 the Lessee is in breach or commits a breach of this Lease after giving notice but before commencement of the Renewal Term.

17. RIGHTS AND OBLIGATIONS ON EXPIRY**17.1 Expiry**

This Lease will come to an end at midnight on the last day of the Term unless it is terminated earlier by the Council or the Lessee under any other provision of this Lease.

17.2 Handover of Possession

Subject to clause 17.2.6 before this Lease comes to an end, the Lessee will:

- 17.2.1 remove all of the Lessee's Equipment from the Leased Land and repair any damage caused by such removal;
- 17.2.2 no later than 1 month before this Lease comes to an end, provide the Council with a written summary of all alterations, additions and Improvements made to the Leased Land by the Lessee, whether those alterations and additions and Improvements were authorised by the Council or not;

- 17.2.3 if required by the Council at its discretion, remove any alterations or additions or Improvements made to the Leased Land by the Lessee and reinstate the Leased Land to the Appropriate Standard; and
- 17.2.4 in consideration for the grant of this Lease, if required by the Council, transfer ownership of the Improvements to the Council at the expiry or earlier termination of the Lease.
- 17.2.5 complete any repairs which the Lessee is obliged to carry out under this Lease.
- 17.2.6 Notwithstanding anything in this clause 17.2 upon expiry of the Lease the Lessee shall be permitted to leave in situ on the Leased Land all Improvements or Lessee's Equipment that comprise fixtures to the Leased Land and the Lessee will not be required to reinstate the Leased Land to its vacant condition as at the Commencement Date.

17.3 Abandoned Goods

If when this Lease comes to an end the Lessee leaves any goods or equipment on the Leased Land, the Council will be entitled to deal with and dispose of those goods subject to and in accordance with the requirements of the Act.

17.4 Holding Over

If, with the Council's consent, the Lessee continues to occupy the Leased Land after the end of this Lease, the Lessee does so as a monthly tenant which:

- 17.4.1 either party may terminate on 1 month's notice given at any time; and
- 17.4.2 is on the same terms as this Lease.

18. BREACH

18.1 Payment Obligations

- 18.1.1 The Lessee must make payments due under this Lease:
 - (a) without demand (unless this Lease provides demand must be made);
 - (b) without set off, counterclaim, withholding or deduction;
 - (c) to the Council or as the Council directs; and
 - (d) by direct debit or such means as directed by the Council.
- 18.1.2 If a payment is stated to be due on a particular Payment Date (such as the next Payment Date or the first Payment Date after an event) and there is no such Payment Date, the Lessee must make that payment on demand.

18.2 Set Off

The Council may, by notice to the Lessee, set off against any amount due and payable under this Lease by the Council to the Lessee, any amount due and payable by the Lessee to the Council under this Lease or under any other agreement or arrangement.

18.3 Council's Rights on Breach

18.3.1 If the Lessee is at any time in breach of any of its obligations under this Lease and the Lessee fails to remedy that breach to the satisfaction of the Council after being requested by the Council to do so, the Council and anybody authorised by the Council for that purpose may at any time thereafter come onto the Leased Land without notice and do all things necessary to remedy that breach.

18.3.2 The Lessee will be liable to pay or reimburse the Council for all costs and expenses incurred in that regard which the Council may recover from the Lessee as a debt due and payable on demand.

18.4 Default, Breach and Re-Entry

In the event that:

18.4.1 any moneys (or part of any moneys) payable under this Lease are unpaid for the space of fourteen (14) days after any day on which the same ought to have been paid (and notice of default has been provided in writing);

18.4.2 the Lessee commits, permits or suffers to occur any breach or default in the due and punctual observances and performance of any of the covenants, obligations and provisions of this Lease;

18.4.3 in the case of a Lessee being a company or association:

(a) a meeting of the directors or members of the Lessee is convened to pass a resolution that an administrator of the Lessee be appointed or that the Lessee be wound up voluntarily;

(b) any person appoints an administrator of the Lessee;

(c) an application is made to any court to wind up the Lessee;

(d) an application is made pursuant to section 411 of the *Corporations Act 2001*;

(e) a Controller, Managing Controller, Receiver or Receiver and Manager is appointed to the Lessee or in respect of any property of the Lessee; or

(f) the Lessee is deregistered or dissolved;

18.4.4 in the case of the Lessee being a natural person:

- (a) the Lessee commits an act of bankruptcy or a sequestration order is made against the Lessee;
 - (b) a creditor of the Lessee presents a creditor's petition against the Lessee under the *Bankruptcy Act 1966*;
 - (c) the Lessee presents a petition against himself or herself under the *Bankruptcy Act 1966*;
 - (d) the Lessee signs an authority under section 188 of the *Bankruptcy Act 1966*;
 - (e) the Lessee gives a debt agreement proposal to the Official Trustee under Part IX of the *Bankruptcy Act 1966*, and that debt agreement proposal is accepted by the Lessee's creditors;
 - (f) the Lessee becomes subject to an order directing the Official Trustee or a specified registered Trustee to take control of his or her property before sequestration; or
 - (g) the Lessee is convicted of an indictable offence (other than a traffic offence);
- 18.4.5 execution is levied against the Lessee and not discharged within 30 days;
- 18.4.6 any property in or on the Leased Land is seized or taken in execution under any judgment or proceedings;
- 18.4.7 the Leased Land is left unoccupied for 1 month or more without the Council's consent,

then despite any other clause of this Lease, the Council at any time has the right to re-enter into and upon the Leased Land in the name of the whole and to have again repossess and enjoy the same as of its former estate but without prejudice to any action or other remedy which the Council has or might or otherwise could have for arrears of Rent or any other amounts or breach of covenant or for damages as a result of any such event and the Council shall be freed and discharged from any action, suit, claim or demand by or obligation to the Lessee under or by virtue of this Lease.

18.5 Rights of Council not Limited

The rights of the Council under this Lease and at law resulting from a breach of this Lease by the Lessee shall not be excluded or limited in any way by reason of the Council having or exercising any powers under this clause 18.

18.6 Landlord and Tenant Act

In the case of a breach or default of any term of this Lease where notice is required to be given pursuant to section 10 of the *Landlord and Tenant Act 1936*, such notices will provide that the period of 14 days is the period within which the Lessee is to remedy any such breach or default if it is capable of

remedy or to make reasonable compensation in money to the satisfaction of the Council. No period of notices is required for the non-payment of Rent.

18.7 Repudiation and Damages

18.7.1 The Lessee acknowledges that the following obligations under this Lease are essential terms:

- (a) the obligation to pay Rent;
- (b) the obligations and prohibitions in relation to use of the Leased Land;
- (c) the obligation to pay Outgoings;
- (d) the obligations and restrictions in relation to the Improvements, additions and alterations to the Leased Land; and
- (e) the restriction on assignment, subletting, mortgaging and licensing.

18.7.2 If the Council accepts payment of Rent or any other moneys late or does not act or exercise any rights immediately or at all in respect of any breach of an essential term, that conduct on the part of the Council will not be deemed to amount to a waiver of the essential nature of that essential term.

18.7.3 If the Lessee breaches any essential term, that conduct on the part of the Lessee will be deemed to constitute a repudiation of this Lease and the Council may at any time thereafter rescind this Lease by accepting that repudiation.

18.7.4 The Lessee agrees that if this Lease is terminated by the Council because of a breach by the Lessee of an essential term, or if the Lessee repudiates this Lease and the Council accepts that repudiation thereby rescinding this Lease, the Lessee will be obliged to pay compensation to the Council including rent and other moneys which the Council would otherwise have received under this Lease for the balance of the Term had the Lessee not breached an essential term or repudiated this Lease. In those circumstances the Council will be obliged to take reasonable steps to mitigate its losses and to endeavour to lease the Leased Land at a reasonable rent and on reasonable terms.

18.7.5 The rights of the Council under this clause 18.7 and any action taken by the Council hereunder do not exclude or limit any other rights or entitlements which the Council has under this Lease or at law in respect of any breach or repudiatory conduct on the part of the Lessee.

18.8 Interest on Overdue Amounts

If the Lessee does not pay an amount when it is due, it must pay interest on that amount on demand from when the amount becomes due until it is paid in full. Interest is calculated on outstanding daily balances at the Default Rate.

19. INDEMNITY AND RELEASE**19.1 Risk**

The Lessee occupies and uses the Leased Land at the Lessee's risk.

19.2 Indemnity

To the extent caused or contributed by the Council the Lessee is liable for and indemnifies the Council against all actions, liabilities, penalties, claims or demands for any loss, damage, injury or death incurred or suffered directly or indirectly including in connection with:

- 19.2.1 any act or omission of the Lessee;
- 19.2.2 the overflow or leakage of water or any other harmful agent into or from the Leased Land;
- 19.2.3 any fire on or from the Leased Land;
- 19.2.4 loss or damage to property or injury or death to any person caused by the Lessee, the use of the Leased Land by the Lessee or otherwise relating to the Leased Land;
- 19.2.5 a breach of this Lease by the Lessee; or
- 19.2.6 the Lessee's use or occupation of the Leased Land or the Common Areas.

19.3 Release

The Lessee releases the Council from all actions, liabilities, penalties, claims or demands for any damage, loss, injury or death occurring on the Leased Land or the Common Areas except to the extent that they are caused by the Council's negligence.

19.4 Indemnities are Independent

Each indemnity is independent from the Lessee's other obligations and continues during this Lease and after this Lease ends.

20. BANK GUARANTEE**20.1 Issue of Bank Guarantee**

If Item 11 of Schedule 1 contains Bank Guarantee details, the Lessee must arrange for the immediate issue of the Bank Guarantee.

20.2 Amount of Bank Guarantee

If the amount of the Bank Guarantee is calculated by reference to monthly instalments of Rent and if required by the Council, the Lessee must, immediately following any review or adjustment of the Rent, provide a replacement Bank Guarantee for an amount calculated by reference to the new monthly instalments of Rent (and where appropriate, reasonably estimated by the Council).

20.3 Claim on Bank Guarantee

20.3.1 The Lessee must provide the Bank Guarantee and any replacement of it as security for the payment of all moneys from time to time payable by the Lessee pursuant to this lease. If the Lessee is in default under this lease, the Council may claim under the Bank Guarantee for all moneys then and subsequently due and payable under this lease and all loss, damage, costs and expenses incurred by the Council as a consequence of the default.

20.3.2 The Council may claim and the bank must make payment under the Bank Guarantee without reference to the Lessee and notwithstanding any objection, claim or direction by the Lessee to the contrary.

20.4 Deficiency after claim

Whenever the Council has recourse to the Bank Guarantee, the Council may, by written notice to the Lessee, require the Lessee to reinstate the amount of the Bank Guarantee or provide an additional bank guarantee in relation to the amount of the claim (and any previous claims) made by the Council (**Deficiency**). Within seven days of receipt by the Lessee of each notice, the Lessee must:

20.4.1 provide evidence to the Council of the reinstatement of the existing Bank Guarantee to its full amount; or

20.4.2 provide to the Council an additional bank guarantee equal to the amount of the Deficiency. This clause applies (changed as necessary) to that additional bank guarantee.

20.5 No derogation

The rights of the Council under this clause do not derogate from the other rights and remedies available to the Council under this lease or at law or in equity in relation to any default of the Lessee.

20.6 Release of Bank Guarantee

Not less than 3 months after the expiration of the Term and the vacation of the Leased Land by the Lessee in accordance with this lease, provided the Lessee is not then in default, the Council must release the Bank Guarantee to the Lessee.

20.7 Assignment of lease

If the benefit of this lease is assigned by the Council to any person, the benefit of the Bank Guarantee extends to and is taken to be assigned to the assignee. The Lessee must do all things necessary to give effect to that assignment including providing a replacement Bank Guarantee in favour of the assignee if requested to do so by the Council.

20.8 No limit on claims

The amount of the Bank Guarantee does not limit the amount the Council may recover from the Lessee.

21. GOODS AND SERVICES TAX

21.1 If GST applies to impose tax on the Agreed Consideration or any part of it or if the Council is liable to pay GST in connection with this Lease or any goods, services or other things supplied under this Lease then:

21.1.1 the Agreed Consideration for that supply is exclusive of GST;

21.1.2 the Council may increase the Agreed Consideration or the relevant part of the Agreed Consideration by a percentage amount which is equal to the GST Rate; and

21.1.3 the Lessee shall pay the increased Agreed Consideration on the due date for payment by the Lessee of the Agreed Consideration.

21.2 Where the Agreed Consideration is to be increased to account for GST under this clause 20, the Council shall, on or before the date on which the Agreed Consideration is payable, issue a tax invoice to the Lessee.

21.3 If the Lessee does not comply with its obligations under this Lease or with its obligations under the GST Legislation in connection with this Lease and as a result the Council becomes liable for penalties or interest for late payment of GST, then the Lessee must pay the Council on demand an amount equal to the amount of the penalties and interest.

22. GENERAL**22.1 Costs**

The Lessee must, on request, pay or reimburse to the Council:

22.1.1 all stamp duty (if any) assessed on this Lease;

22.1.2 if the Act does not apply to this Lease (unless otherwise agreed between the parties) all of the legal costs (determined on a solicitor and client basis) incurred by the Council in connection with the preparation of this Lease, negotiating, revising and engrossing this Lease (including all attendances on the Lessee and its legal and other advisers and all advices provided to the Council) and attending to the execution of this Lease;

22.1.3 if the Act does apply to this Lease, one half of all other preparatory costs incurred by the Council. For the purposes of this sub-clause,

preparatory costs has the meaning described in the Act, namely, legal and other expenses incurred by the Council in connection with the preparation, negotiation, stamping and registration of this Lease including the costs of attendances on the Lessee by the Council, or a solicitor acting for the Council;

22.1.4 all costs including legal and other expenses incurred by the Council in connection with the preparation, negotiation, revision, execution and registration of any extension of this Lease; and

22.1.5 all legal and other costs and expenses incurred by the Council in consequence of any actual or threatened breach by the Lessee hereunder or in exercising or enforcing (or attempting to do so) any rights or remedies of the Council hereunder or at law or otherwise arising in consequence of any actual or threatened breach by the Lessee.

22.2 Waiver

If the Council accepts or waives any breach by the Lessee, that acceptance or waiver cannot be taken as an acceptance or waiver of any future breach of the same obligation or of any other obligation under this Lease.

22.3 Notice

22.3.1 Without excluding any other form of service, any notice required to be given or served will be sufficiently given or served as follows:

- (a) in the case of the Lessee, if left at the Leased Land or if the Lessee has vacated the Leased Land, then if posted by pre-paid post to the last known address of the Lessee;
- (b) in the case of the Council, if posted by pre-paid post to the Council at its principal place of business in South Australia (which is taken to be the address stated in this Lease unless the Lessee is or ought reasonably be aware that that is not the Council's principal place of business at the relevant time).

22.3.2 Notice served by pre-paid post will be deemed to have been given or served 4 Business Days after posting.

22.4 Severance

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

22.5 Entire Agreement

The Council and the Lessee acknowledge and agree that this Lease contains and represents the entire agreement reached between them with regard to the Leased Land and that no promises, representations or undertakings, other than those contained in this Lease, were made or given or relied upon.

22.6 Resumption

If the Council receives notice of resumption or acquisition of the Leased Land or the Land (or any part of the Land affecting the Leased Land) from or by any Statutory Authority or any governmental or semi-governmental body, then the Council may terminate this Lease by giving not less than three (3) months' written notice to the Lessee. When such termination takes effect, the rights and obligations of the Council and the Lessee hereunder will come to an end but if any breach by either party still exists at that time then the rights of the other party with regard to that existing breach will continue.

EXECUTED as an AGREEMENT**Executed by Council**

THE COMMON SEAL of the **CITY OF MARION** was affixed here in the presence of:

.....
Signature of Mayor

.....
Signature of Chief Executive Officer

.....
Full name of Mayor

.....
Full name of Chief Executive Office

OR

EXECUTED by the Authorised Delegate of the **CITY OF MARION** under delegation pursuant to section 44 of the Local Government Act 1999:

.....
Signature of Authorised Representative

.....
Signature of Witness

.....
Name of Authorised Representative (print)

.....
Name of Witness (print)

.....
Position of Authorised Representative (print)

Executed by the Lessee

EXECUTED by)
BUILD TEC GROUP PTY LTD in)
accordance with the *Corporations Act*)
2001:)
)

.....
Director

.....
Director/Secretary

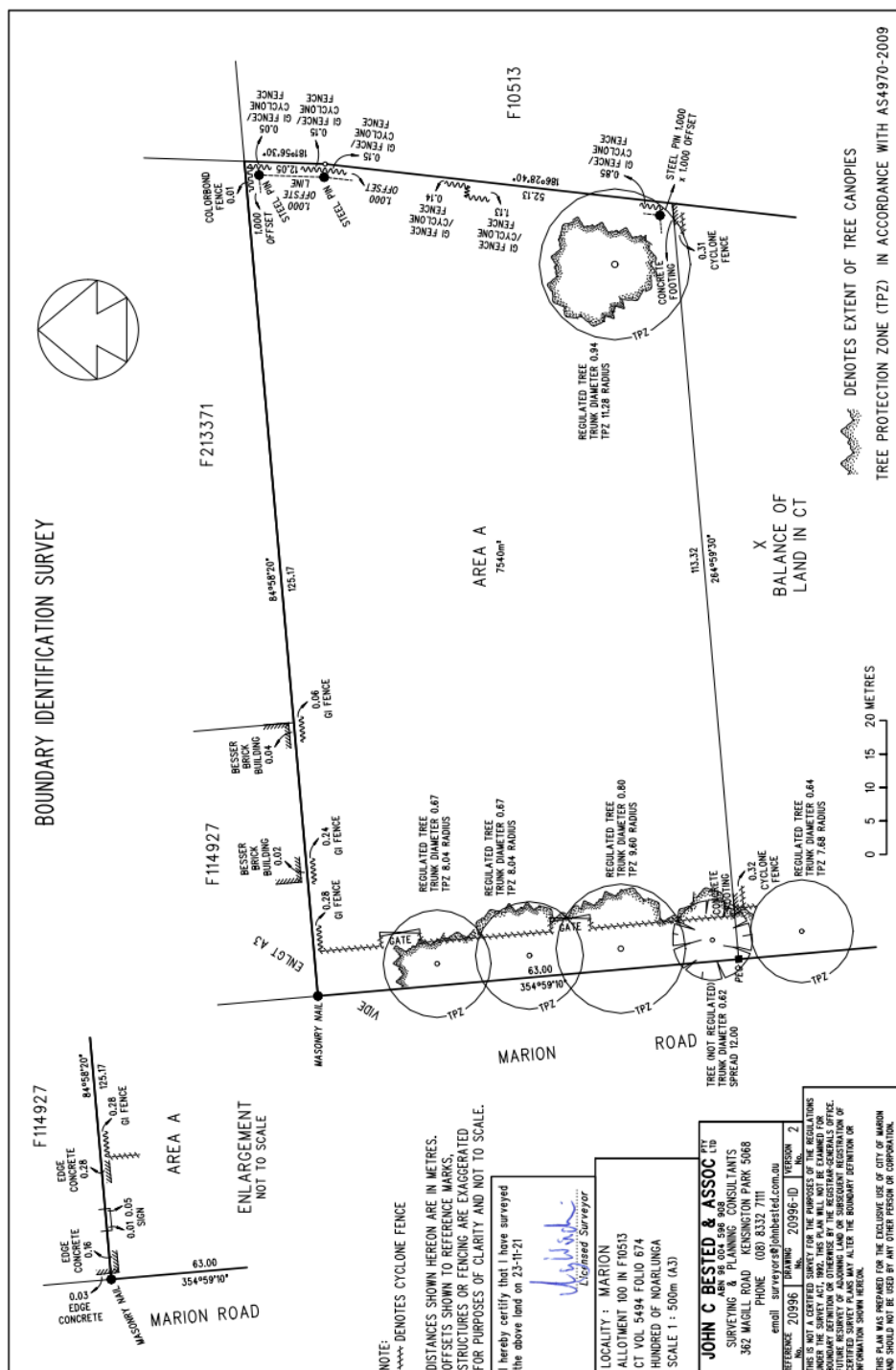
.....
Full Name

.....
Full Name

**If only 1 person has signed that person states that he/she is the sole director and sole secretary of the company.*

ANNEXURE A

PLAN



ANNEXURE B
SPECIAL CONDITIONS

1. AUGMENTATION COSTS

The Lessee acknowledges and agrees that it is responsible for all costs of augmentation and connection of any required Services to the Leased Land.

2. DEVELOPMENT APPROVAL

2.1 The Lessee will lodge all documentation in relation to development approval (DA) within three (3) months from the Commencement Date and will use its best endeavours to provide further information as requested in relation to the DA and will complete construction of the Improvements within nine (9) months of receiving DA approval.

2.2 In the event that the Lessee does not receive DA within six (6) months of the Commencement Date, unless otherwise agreed, the parties acknowledge and agree that the lease will terminate and when such termination takes effect, the rights and obligations of the Council and the Lessee hereunder will come to an end but if any breach by either party still exists at that time then the rights of the other party with regard to that existing breach will continue.

3. RENT FREE UNTIL DEVELOPMENT APPROVAL

3.1 The parties agree that the Council will grant to the Lessee a Rent free period from the Commencement Date of this Lease until the date that the Lessee receives notification of DA.

3.2 This Rent free period is exclusive to Build Tec Group Pty Ltd and is not capable of assignment and applies only to Rent and will be disregarded when determining rent reviews.

4. EARLY TERMINATION

4.1 The Council may at its discretion terminate the Lease with no less than six (6) months' notice to the Lessee in the years 2047, 2052, 2057 and 2062.

4.2 If the Lease is terminated pursuant to this Special Condition, the Council will pay an exit payment to the Lessee which will be the difference between the market value of the Leased Land including Improvements on the date of the notice in special condition 4.1 (based on the capitalisation method) and the market value of the unimproved Leased Land at the Commencement Date to be assessed by a Valuer jointly appointed by the parties at the time of termination.

5. SIGNIFICANT TREES

5.1 The parties acknowledge and agree that there are a number of significant and regulated trees on the Leased Land and the Lessee is not permitted to remove or damage the significant and regulated trees during the Term and the Council will retain responsibility for maintenance of these trees (excluding the significant tree in special condition 5.2).

- 5.2 The significant tree located on the south eastern part of the Leased Land as identified on the plan must not be removed or damaged and any design must facilitate the protection of this tree and be approved by the Council.
- 5.3 The maintenance of this particular tree will remain the responsibility of the Lessee for the term.

6. SITE CONTAMINATION

The Lessee acknowledges and agrees that the Council has provided it with copies of site contamination audits for the Leased Land and these are currently in its possession.

The Lessee acknowledges that the Council has made no representations in relation to any site contamination and that the Lessee has relied on its own enquiries and undertaken its own due diligence in relation to site contamination including obtaining its own reports for DA purposes.



SITE LEGEND

- HATCH DENOTES EXTENT OF NEW BUILDING WORK
- HATCH DENOTES EXTENT OF CAR PARKING AND DRIVEWAY
- HATCH DENOTES EXTENT OF LANDSCAPING AREA
- ROLLER DOOR LOCATION

AREAS (m ²)	
SHOP 01	792m ²
SHOP 02	936m ²
SHOP 03	1008m ²
SHOP 04	807m ²
TOTAL	3543 ²
SITE CAR PARKING	7106m ² 73

Boundary information on this drawing has been provided via a detailed survey only. Prior to any building work commencing, it is the builder's responsibility to arrange a Boundary Identification survey to confirm all dimensions and set outs.

D	MIRROR IMAGE OPTION	GZ	22/03/15
C	MIRROR IMAGE OPTION	GZ	22/02/22
B	ISSUE TO CLIENT	GZ	16/12/21
A	ISSUE TO CLIENT	GZ	06/09/21
PR1	PRELIMINARY ISSUE	GZ	24/08/21
rev	details	dm	date



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Verifying all dimensions & setouts is the responsibility of the contractors. This drawing should not be scaled. Discrepancies should be reported immediately to the designer. This drawing shall be read in-conjunction with all other drawings, documents and specifications.

project
PROPOSED BULKY GOODS DEVELOPMENT

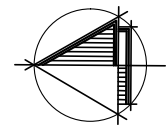
address
LOT 100, MARION Rd,
MARION, SA,

client
BUILDTEC GROUP

sheet size A3 scale 1:500 drawn GZ

drawing title
OVERALL SITE PLAN

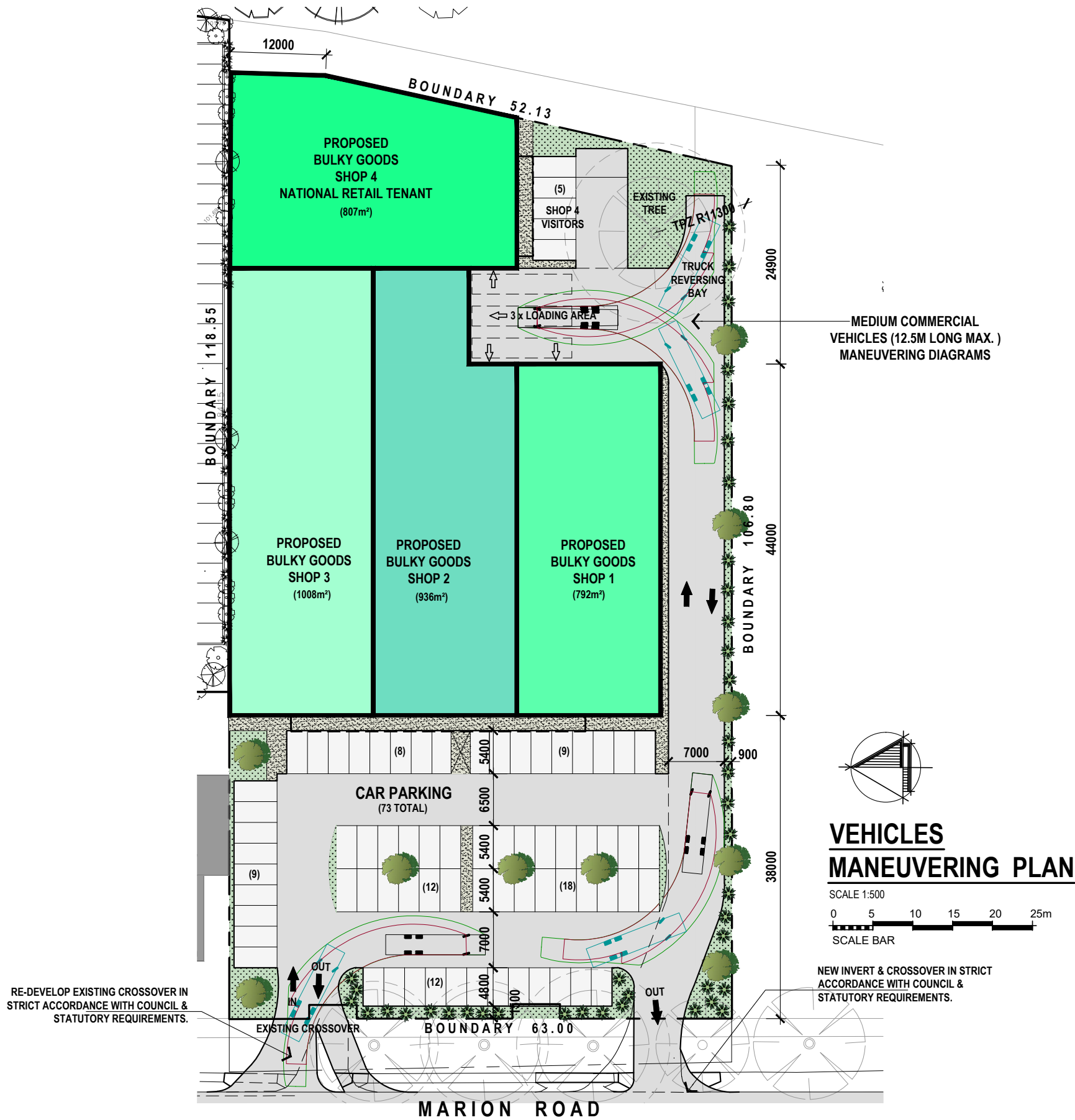
project no BUI 3837 drawing no PD01 revision no D



OVERALL SITE PLAN

SCALE 1:500
0 5 10 15 20 25m
SCALE BAR

NEW INVERT & CROSSOVER IN STRICT ACCORDANCE WITH COUNCIL & STATUTORY REQUIREMENTS.



SITE LEGEND

- HATCH DENOTES EXTENT OF NEW BUILDING WORK
- HATCH DENOTES EXTENT OF CAR PARKING AND DRIVEWAY
- HATCH DENOTES EXTENT OF LANDSCAPING AREA
- ROLLER DOOR LOCATION

AREAS (m²)

SHOP 01	792m²
SHOP 02	936m²
SHOP 03	1008m²
SHOP 04	807m²
TOTAL	3543²
SITE	7106m²
CAR PARKING	73

Boundary information on this drawing has been provided via a detailed survey only. Prior to any building work commencing, it is the builder's responsibility to arrange a Boundary Identification survey to confirm all dimensions and set outs.

D	MIRROR IMAGE OPTION	GZ	22/03/15
C	MIRROR IMAGE OPTION	GZ	22/02/22
B	ISSUE TO CLIENT	GZ	16/12/21
A	ISSUE TO CLIENT	GZ	06/09/21
PR1	PRELIMINARY ISSUE	GZ	24/08/21
rev	details	dm	date



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Verifying all dimensions & setouts is the responsibility of the contractors. This drawing should not be scaled. Discrepancies should be reported immediately to the designer. This drawing shall be read in-conjunction with all other drawings, documents and specifications.

project
PROPOSED BULKY GOODS DEVELOPMENT

address
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client
BUILDTec GROUP


sheet size A3 scale 1:500 drawn GZ

drawing title
VEHICLES MANEUVERING PLAN

project no BUI 3837 drawing no PD04 revision no D

DEVELOPMENT PLAN CONSENT

NOT YET APPROVED

PURPOSE: LEASE		AREA NAME: MITCHELL PARK		APPROVED:			
MAP REF: 6627/01/C, 6627/01/F		COUNCIL: THE CORPORATION OF THE CITY OF MARION		FILED:		FX257509	
LAST PLAN:		DEVELOPMENT NO:				SHEET 1 OF 2	
						111276_text_01_v01_Version_1	

AGENT DETAILS:		JOHN C BESTED & ASSOCIATES PTY LTD 362 MAGILL RD KENSINGTON PARK SA 5068 PH: 83327111 FAX: 83641829		SURVEYORS CERTIFICATION:			
AGENT CODE:		JCBA					
REFERENCE:		20996					

SUBJECT TITLE DETAILS:									
PREFIX	VOLUME	FOLIO	OTHER	PARCEL	NUMBER	PLAN	NUMBER HUNDRED / IA / DIVISION	TOWN	REFERENCE NUMBER
CT	5494	674		ALLOTMENT(S)	100	F	10513 NOARLUNGA		
OTHER TITLES AFFECTED:									

EASEMENT DETAILS:									
STATUS	LAND BURDENED	FORM	CATEGORY	IDENTIFIER	PURPOSE	IN FAVOUR OF	CREATION		

ANNOTATIONS:

NOT YET APPROVED

