

DATED

19th February 1996

**HARBUR PTY LTD
ACN 067 763 197**

("Lessor")

- and -

**COLES SUPERMARKETS AUSTRALIA PTY LTD
ACN 004 189 708**

("Lessee")

**LEASE OF FREESTANDING PREMISES:
162A HIGH STREET, BELMONT**

■ D U N H I L L ■
■ M A D D E N ■
■ B U T L E R ■

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① 9517.80

THIS LEASE is made the 19th day of FEBRUARY 1996

BETWEEN the Lessor and the Lessee and it is agreed that in consideration of the rent hereby reserved and of the covenants on the part of the Lessee to be observed and performed and of the terms of this Lease the Lessor hereby demises to the Lessee the Demised Premises to hold the same for the Term at the rent specified calculated and payable in the manner provided herein.

Victorian stamp duty	\$ 349.20
Stamps Act 1958	
AP number	AP - 270/286
Transaction number	1
Date	19/9/01
Signature	<i>[Signature]</i>

CLAUSE 1 REFERENCE DATA DEFINITIONS AND INTERPRETATIONS

In this Lease unless otherwise provided or unless there is something in the subject matter or context inconsistent therewith the words and expressions following shall have the meanings respectively set opposite them or after them and further this Lease shall be read and construed in accordance with the provisions of this Clause.

1.1 Air Conditioning Equipment

The generators boilers fans pumps plant cooling towers electrical installations fancoil units ductwork diffusers and other associated equipment used for the manufacture and reticulation of conditioned air to the Building or any part thereof not being plant or equipment owned or leased by the Lessee and includes any plant and items of a similar nature used to provide mechanical ventilation of the Building or any part thereof.

1.2 Appurtenances

All water closets lavatories grease traps water apparatus wash basins washrooms gas fittings electrical fittings and apparatus and other services contained in the Demised Premises.

1.3 Bodies and Associations

References to authorities institutes associations and bodies whether statutory or otherwise shall in the event of any such authority institute association or body ceasing to exist or being reconstituted renamed or replaced or the powers or functions thereof being transferred to any other authority institute association or body be deemed to refer respectively to the authority institute association or body established or constituted in lieu thereof and/or as nearly as may be succeeding to the powers or functions thereof.

1.4 Building

The buildings and other structures now or hereafter erected on the Land.

1.5 Date of Commencement

The date referred to in Item 6 of Appendix A hereto.

1.6 Date of Termination

The date referred to in Item 7 of Appendix A hereto.

1.7 Demised Premises

The Land and the Building and includes any part thereof and where not repugnant to the context such of the fixtures fittings furnishings plant machinery and equipment (if any) from time to time installed therein and owned or leased by the Lessor.

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Victorian stamp duty	\$ 1056.75
Stamps Act 1958	
AP number	AP - 270/286
Transaction number	1
Date	15/9/96
Signature	<i>[Signature]</i>

Trn 071060002 Cde 53 26/03/96
Ref A37264 Amt \$ 9,517.80
Stamp Duty, Victoria

1.8 Headings

Save for Clause 1 headings sub-headings marginal notes (if any) and the contents pages (if any) have been included for ease of reference and none of the terms covenants conditions and restrictions herein contained are to be construed or interpreted by reference to such headings sub-headings marginal notes or the contents pages.

1.9 Implied Covenants

The covenants and powers implied in every instrument of lease by virtue of the Transfer of Land Act 1958 (Vic) shall not apply to this Lease save so far as the same are embodied in the covenants and powers herein expressed and such implied covenants and powers are hereby expressly negated and excluded.

1.10 Land

The Land described in Item 3 of Appendix A hereto.

1.11 Lease Year

Each period of twelve (12) months of the Term and any option period. The first Lease Year shall commence on the Date of Commencement and each subsequent Lease Year shall commence on each anniversary of the Date of Commencement.

1.12 Lessee

The Lessee named as such in Item 2 of Appendix A and shall include its successors in title and permitted assigns and in the case of a natural person or persons its or their respective heirs executors administrators and assigns.

1.13 Lessor

The Lessor named as such in Item 1 of Appendix A and in the case of a corporation its successors in title and assigns and in the case of a natural person or persons its or their respective heirs executors administrators and assigns.

1.14 Lettable Area of the Demised Premises

The Lettable Area of the Demised Premises is shown in Item 9 of Appendix A hereto.

1.15 Obligations of Parties

The respective obligations of the parties as set out herein whether positive or negative shall be construed as if each such obligation is a separate and independent covenant made by one party in favour of the other party and continuing (unless the context otherwise requires) throughout the Term and thereafter so long as the same remains to be performed.

1.16 Outgoings

The assessments charges costs and expenses incurred on or in respect of the Demised Premises described in Clause 3 hereof.

1.17 Rent Periods

The Term and any renewal term shall be divided into Rent Periods as specified in Item 1 of Appendix B hereto.

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1.18 Severability

If any term covenant or condition of these presents or the application thereof to any person or circumstances shall be or become invalid or unenforceable the remaining terms covenants and conditions shall not be affected thereby and each remaining term covenant and condition of these presents shall be valid and enforceable to the fullest extent permitted by law.

1.19 Statutes and Regulations

References to statutes regulations ordinances or by-laws shall be deemed to extend to all statutes regulations ordinances or by-laws amending consolidating or replacing the same.

1.20 Term

The Term of this Lease specified in Item 4 of Appendix A hereto.

1.21 Words References and Derivatives

Words importing a particular gender include any other gender.

The singular includes the plural and vice versa.

"person" includes a body corporate.

"body corporate" whenever a body corporate shall be a party hereto the words designating such body corporate herein extend to and include such body corporate its successors and assigns.

"subsidiary" or "related body corporate" shall have the meaning attributed to them by Clauses 46 and 50 of the Corporations Law.

Where two or more parties are parties to a covenant agreement undertaking or provision of any kind hereunder then whether those parties are referred to individually herein or designated and referred to together by a word in the singular person such covenant agreement undertaking or provision of any kind whatsoever shall bind such parties jointly and each of them severally.

Derivatives of any term to which a meaning is assigned in this Lease shall have the corresponding meaning.

CLAUSE 2 GROSS SALES

2.1 Definition of Gross Sales

Gross Sales mean the entire amount of the actual sales prices including any sales tax whether wholly or partly for cash or on credit or wholly or partly payable in money or in kind of all sales including exchanges of merchandise or services and all other receipts of all business conducted in or from the Demised Premises including but not limited to:-

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- 2.1(a) all resales of articles accepted as trade-in on sales made at in from or upon the Demised Premises whether such resales are made at in from or upon the Demised Premises or elsewhere;
- 2.1(b) commission on sales from vending machines and all deposits not refunded to purchasers;
- 2.1(c) sales arising from all orders taken at in from or upon the Demised Premises although the said orders may be filled elsewhere;
- 2.1(d) all sales by any sub-lessee concessionaire or licensee at in from or upon the Demised Premises;
- 2.1(e) any amount received by the Lessee by way of commission or fee payable from any licensee or concessionaire carrying on service industries within the Demised Premises including but without limiting the foregoing banks building societies insurance companies offices for the collection of accounts payable for gas electricity or similar services travel bureaux sale of casket tickets lottery or other authorised gambling type activities;
- 2.1(f) bad debts previously written off in accordance with normal accounting practice and subsequently recovered.

Exclusion From Gross Sales:

There shall be excluded from Gross Sales or if included there shall be deducted therefrom:

- 2.1(g) the sale price of merchandise exchanged or transferred between the stores of the Lessee sub-lessee concessionaire or licensee of the Lessee (where such exchange or transfer of merchandise is made solely for the convenient operation of the business of the Lessee sub-lessee concessionaire or licensee and not for the purpose of consummating a sale which has theretofore been made at in from or upon the Demised Premises or for the purpose of depriving the Lessor of the benefit of a sale which otherwise would be made at in from or upon the Demised Premises);
- 2.1(h) the amount of returns to suppliers shippers or manufacturers by the Lessee any sub-lessee concessionaire or licensee of the Lessee;
- 2.1(i) the amount allowed for any trade-in by the Lessee any sub-lessee concessionaire or licensee of the Lessee;
- 2.1(j) the amount of any cash or credit refund made upon a sale where the merchandise sold or some part thereof is thereafter returned by the purchaser to and accepted by the Lessee and any sub-lessee concessionaire or licensee of the Lessee;

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- 2.1(k) the amounts realised on the sales of fixtures which are not a part of the stock-in-trade of the Lessee any sub-lessee concessionaire or licensee of the Lessee;
- 2.1(l) any value added tax or retail turnover tax consumption tax goods and services tax or tax of a similar nature paid or payable by the Lessee any sub-lessee concessionaire or licensee of the Lessee or their respective customers in respect of any of the matters referred to in the definition of Gross Sales or any other transaction or sale included therein or for goods and services and which but for this provision would be included in Gross Sales of the Lessee any sub-lessee concessionaire or licensee of the Lessee;
- 2.1(m) discounts reasonably and properly allowed to any customer in the normal course of business;
- 2.1(n) amounts written off as bad debts in accordance with normal accounting practice;
- 2.1(o) the value of all sales of food and beverages by the Lessee to employees of the Lessee any sub-lessee concessionaire or licensee from any cafeteria operated by the Lessee;
- 2.1(p) income received from accommodation charges interest insurance and other like service charges earned in respect of any hire purchase transactions on any sale;
- 2.1(q) all delivery charges;
- 2.1(r) amounts received on an agency basis and amounts received by licensees or concessionaires carrying on service industries within the Demised Premises including but without limiting the foregoing banks building societies insurance companies offices for the collection of accounts payable for gas electricity or similar services and travel bureaux and sale of casket tickets lottery or other authorised gambling type activities;
- 2.1(s) all proper and usual charges made by bankcard and any other credit card operator other than the Lessee;
- 2.1(t) ~~any service finance or interest charges payable by the Lessee to any financier in connection with the provision of credit to customers; and~~
- 2.1(u) public telephone charges.

Each sale upon instalment or credit shall be treated as a sale for the full price in the month during which such sale shall be made irrespective of the time when the Lessee shall receive full or partial payment from its customers. Where goods are hired by the Lessee to customers with an option to purchase there shall be included in Gross Sales the whole of the cash price whether the same shall actually be received or not but there shall be excluded from Gross Sales any hiring charges where such are specifically charged separately from the purchase price of the hired goods.

2.2 Returns of Gross Sales

2.2(a) Lessee to Keep Records:

The Lessee shall keep for at least one (1) year after the provision of the Annual Report referred to in Clause 2.2(b) below records conforming to the usual accounting practices of the Lessee showing all the Gross Sales at in from or upon the Demised Premises for such Lease Year including all weekly cash reports hire purchase agreements and bank deposit records.

2.2(b) Lessee to Provide Monthly Statements:

Within twenty-eight (28) days after the end of each of the Lessee's usual four or five weekly accounting periods occurring during the Term or of the date of any assignment by the Lessee of this Lease the Lessee shall furnish to the Lessor a statement (certified by the Lessee or by the Lessee's duly authorised responsible officer or representative) of the Lessee's Gross Sales during such accounting period and within twenty-eight (28) days of the expiration of each Lease Year and of the end of the Term or at the date of sooner determination or of the date of assignment by the Lessee of this Lease the Lessee shall furnish to the Lessor a report (hereinafter called "the Annual Report") confirmed by a practising Chartered Accountant of the Lessee's Gross Sales during the preceding Lease Year or portion thereof included in the Term **PROVIDED THAT** if the Annual Report is made following an assignment of this Lease such Annual Report shall be made for the portion of the then current Lease Year up to the date of assignment and shall be furnished by the assignor and the next Annual Report shall be made for the period from the date of assignment to the end of the then current Lease Year and shall be furnished by the assignee.

2.2(c) Lessor's Right to Audit:

The Lessor's duly appointed auditor or its representative shall have the right from time to time but only for so long as the Lessee shall be obliged to keep records hereunder to audit all statements of Gross Sales disclosed in any report given by the Lessee to the Lessor and the Lessee shall make all such records readily available for such examination during such time as the Lessee shall be obliged to keep records hereunder. If any such audit discloses that the Gross Sales by the Lessee exceeded those reported by more than three per centum (3%) the Lessee shall pay the cost of such audit.

2.3 Confidentiality

(a) The Lessor covenants that subject to the succeeding provisions of this Clause, it shall not without the Lessee's prior written consent (which consent shall not be capriciously or vexatiously withheld or delayed) disclose use or reproduce wholly or in part, verbally in writing or in any other way whatsoever (whether by act or omission), any of the information or documentation provided by the Lessee in relation to the Lessee's Gross Sales to any person unless compelled to do so by law **PROVIDED THAT** if the Lessor first obtains from the person to whom the information is disclosed an undertaking to keep the information confidential the Lessor may disclose such information or documentation:

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- (i) to its financial or legal advisers;
 - (ii) to other persons to the extent that disclosure is necessary for the establishment operation and management of any trust structure for ownership of the Land or to the unitholders of the trust (if there are no more than twenty (20) unitholders);
 - (iii) to any proposed financier in respect of the grant of any security interest over the Land; and
 - (iv) to persons involved in the calculation or verification of Percentage Rent.
- (b) In the event of the proposed sale or disposal of the Land or any interest therein (including but not limited to any units in a unit trust structure for ownership of the Demised Premises) the Lessee will not withhold its consent to the disclosure of any information or documentation in relation to the Lessee's Gross Sales where:
- (i) the Lessor certifies to the Lessee that in its opinion the prospective recipient of the information is bona fide and has the financial capacity to acquire the Land or any interest therein and the information is provided to the prospective purchaser as part of bona fide negotiations in relation to the proposed sale; and
 - (ii) the person to whom the information is to be provided has prior to the disclosure signed a confidentiality agreement in which it undertakes to keep the information provided confidential.

CLAUSE 3 RENT AND OTHER CHARGES

3.1 Base Rent

The Lessee shall pay the Lessor throughout the Term and any renewal thereof without any formal or other demand the Base Rent specified in Appendix B hereto by successive calendar monthly instalments each being one twelfth (1/12th) (to the nearest whole cent) of the Base Rent for the relevant Lease Year and such instalments shall be payable on the fifteenth (15th) day of each and every month for that month.

3.2 Percentage Rent

In addition to Base Rent the Lessee shall pay the Lessor without any formal or other demand the amount or amounts payable as and for Percentage Rent calculated in the manner specified in Item 3 of Appendix B hereto and payable in the manner specified in Item 5 of Appendix B hereto.

3.3 Lessor's Right to Audit

The payment of Percentage Rent shall be without prejudice to the Lessor's right to require an audit and if it is established by such audit or otherwise that any statement delivered by the Lessee to the Lessor is inaccurate any necessary adjustments shall thereupon be made and either party shall pay to the other the amount due within fourteen (14) days of demand.

3.4 Charges for Electricity

The Lessee shall pay all charges for electricity which may be imposed or charged from time to time during the Term in respect of electricity consumed in or about the Demised Premises to the supplying/assessing authority on or before the due date for payment.

3.5 Charges for Gas

The Lessee shall pay all charges for gas which may be imposed or charged from time to time during the Term in respect of gas consumed in the Demised Premises to the assessing authority on or before the due date for payment.

3.6 Charges for Water

The Lessee shall pay all charges and assessments for water consumed on the Demised Premises to the assessing authority on or before the due date for payment.

3.7 Charges for Other Services

The Lessee must pay all charges for any other services provided to the Demised Premises including telephone, sewerage and garbage collection and any other services properly and reasonably provided to the Demised Premises.

3.8 Rates Taxes and Charges

The Lessee shall in respect of each Lease Year or part thereof punctually pay or if the Lessor has already done so, reimburse the Lessor for the assessments and charges in respect of the Demised Premises specified in Appendix D hereto.

3.9 Lessor to Record Expenses

The Lessor shall keep accurate records of the items referred to in Clauses 3.8 and 3.10 that are assessed or charged against the Lessor for each Lease Year and upon request by the Lessee provide copies and make such records available for inspection by the Lessee.

3.10 Special Services

The Lessee shall pay the Lessor upon demand by the Lessor the amount of any additional or unusual costs charges and expenses incurred by the Lessor at the request of the Lessee in having any alterations repairs or maintenance to the Demised Premises or to the Appurtenances therein effected outside of the normal working hours of the tradesmen concerned **PROVIDED THAT** the Lessor shall use its best endeavours to ensure that any such costs charges and expenses are proper and reasonable having regard to competitive market rates.

3.11 Costs of Lease

Each party shall pay its own costs of and incidental to the negotiation preparation and execution of this Lease or any renewal or extension thereof. ~~The Lessee shall pay all registration fees payable thereon.~~ The Lessor shall at its cost obtain the unconditional consents of all mortgagees and caveators of the Land or chargees of the Lessor's assets within twenty-eight (28) days after the date of this Lease in a form reasonably acceptable to the Lessee.

3.12 Stamp Duties

The Lessee shall upon demand pay all stamp duties from time to time assessed on this Lease in respect of the demise hereby granted. Any refund of stamp duties received at any time shall belong to the party who bore the expense of the same. The Lessee shall have the responsibility of attending to the initial stamping of this Lease and the future upstamping if any.

3.13 Costs of Notices Re-entry and Consents

Within twenty-eight (28) days of demand by the Lessor the Lessee shall pay all costs (as between solicitor and client) and expenses incurred by the Lessor in relation to any notice properly and lawfully given to the Lessee pursuant to this Lease for the lawful determination or attempted determination of this Lease the lawful re-entry or attempted re-entry by the Lessor into the Demised Premises the surrender of this Lease (including any stamp duties and registration fees thereon) and the granting of any consents by the Lessor as provided herein and of any proceedings lawfully brought by the Lessor to enforce the performance by the Lessee of its covenants and obligations under this Lease.

3.14 Properly Incurred Costs

Notwithstanding anything contained or implied to the contrary herein, the Lessor when incurring any costs for which the Lessee is to contribute or pay under this Lease shall strive to ensure that such costs are properly and reasonably incurred, and are incurred at competitive market rates **PROVIDED THAT** the provisions of this Clause shall not apply to any extra or excess premiums which are payable on account of any activity which is a normal and usual activity within the use permitted under Clause 4.1 hereof.

3.15 Broken Periods

3.15(a) Where the Term commences on a day other than the first day of a month or expires on a day other than the last day of a month the Lessee shall pay the Lessor in respect of the broken periods prior to the first complete month of the Term which expires on the last day of a month and subsequent to the last complete month of the Term which expires on the last day of a month a proportionate part of the monthly instalments payable on account of the Base Rent due from the Lessee to the Lessor hereunder on the next fifteenth day of a month which follows such broken periods.

3.15(b) In the event of the determination of this Lease at any time other than the end of a Lease Year the Lessee shall pay the Lessor that proportion of the Base Rent and the Percentage Rent accruing due prior to the date of determination and any monies found to be due and owing by either party to the other under the provisions of this Sub-Clause shall be paid within one month of the date of determination. For the purpose of making any such apportionment the Base Rent and the Percentage Rent shall be deemed to accrue from day to day and shall be calculated as if the current Lease Year ended on the date of determination.

3.15(c) In the event of the rate of Base Rent changing on a date other than the first day of a calendar month the instalment of rent payable for the month during which the rate of Base Rent changes shall be calculated as the total of Base Rent for the number of days during which the old rate is applicable and the Base Rent for the number of days during which the new rate is applicable as if the Base Rent accrued from day to day and the provisions of this Sub-Clause shall apply mutatis mutandis to a change of rate of contribution to those expenses referred to in Clause 3.8.

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3.15(d) Any apportionment of Base Rent or contribution to the expenses referred to in Clause 3.8 pursuant to this Sub-Clause shall be effected by dividing the yearly rate of Base Rent or contribution to the expenses referred to in Clause 3.8 by the number of days in that year and multiplying the result by the number of days in respect of which the apportionment is to be made.

3.16 Gardening

The Lessee will maintain the landscaping and gardening in a neat and tidy manner **PROVIDED THAT** the Lessee will not be liable for costs or work of a capital nature, re-landscaping or new landscaping which are the Lessor's responsibility.

CLAUSE 4 USE OF DEMISED PREMISES

4.1 Permissible Use

The Lessee shall not without the consent in writing of the Lessor first had and obtained use the Demised Premises for any purposes other than the use or uses specified in Item 8 of Appendix A hereto including at the option of the Lessee the sale of alcoholic beverages and garden centre or such other purpose as the Lessor may from time to time approve, such approval not to be unreasonably withheld or delayed.

4.2 Conduct of Business

The Lessee shall cause any business carried on from time to time in the Demised Premises to be conducted in a proper orderly and business like manner.

4.3 Trading Hours

The Lessee shall cause the Demised Premises to remain open for business during the usual trading hours of the Lessee **BUT** nothing herein contained shall:-

4.3(a) oblige the Lessee to remain open for business in excess of any maximum trading hours from time to time prescribed by law for that type of business; or

4.3(b) prevent the Lessee from keeping the Demised Premises open for business for such periods outside the usual trading hours of the Lessee as the Lessee may from time to time determine up to and including the maximum hours permitted by law

PROVIDED THAT closure of the Demised Premises by the Lessee for the purpose of stocktaking or refurbishment or as a consequence of strikes lockouts or industrial disputes or for causes beyond the control of the Lessee shall not be a breach of this Lease.

4.4 Display Windows

No Clause.

4.5 Source of Light and Power

The Lessee shall not use any form of light power or heat other than electric current or gas supplied through meters or bottled gas **PROVIDED THAT** this covenant shall not prevent the use of auxiliary power or lighting (other than an exposed flame) during any period of

power failure or power restrictions or inadequacy of power supply **PROVIDED FURTHER THAT** an exposed flame may be used where necessary to effect repairs or authorised alterations.

4.6 Heating Apparatus

The Lessee shall not use any apparatus which radiates heat so as to constitute an unreasonable fire risk or hazard without the consent of the Lessor which consent shall not be unreasonably withheld or delayed.

4.7 Overloading of Electrical Circuits

The Lessee shall not without the consent in writing of the Lessor first had and obtained install any electrical equipment in the Demised Premises that overloads the cables switchboards or sub-boards through which electricity is conveyed to the Demised Premises. If the Lessor grants such consent any alterations which may be necessary to comply with the requirements of the insurance underwriters of the Building and any statutes regulations ordinances or by-laws relating thereto shall be effected by the Lessor at the expense of the Lessee and the entire cost to the Lessor of such alterations shall be paid by the Lessee upon completion of such alterations **PROVIDED THAT** the Lessee shall not be required to pay for the cost of alterations unless it has agreed in writing to the alterations to be effected and the agreed costs thereof and the Lessor shall not be required to carry out such work unless it receives such agreement from the Lessee.

4.8 Overloading of Floors

The Lessee shall observe the maximum floor loading weights for which the Demised Premises were designed and shall not permit the floors of the Demised Premises to be broken strained or damaged by overloading the same in any manner howsoever. In particular the Lessee shall not install any safes or other heavy equipment except in such appropriate positions and subject to such reasonable conditions as the Lessor may in writing approve.

4.9 Use of Appurtenances

The Lessee shall not use or permit to be used the Appurtenances contained in or about the Demised Premises for any purpose other than those for which they were constructed and shall not place or permit to be placed therein any tea leaves sweepings rubbish rags or other deleterious substances.

4.10 Interference with Services

Subject to the obligations of the Lessee under Clause 5 the Lessee shall not interfere with any drains water supply gas electrical plumbing or other services contained in or about the Demised Premises or any of the Appurtenances therein without the consent in writing of the Lessor first had and obtained which consent shall not be unreasonably withheld or delayed.

4.11 Erection of Signs

The Lessee shall not paint erect or display on or to the exterior of the Demised Premises or permit to be painted erected or displayed any signs lights embellishments advertisements names or notices which do not comply with all relevant local government and statutory requirements and shall at the expiration of this Lease remove from the Demised Premises all

such signs lights embellishments advertisements names or notices painted erected or displayed by the Lessee and repair any damage caused by their removal.

4.12 Erection of Shop Fittings

The Lessee shall not erect or affix any blinds or awnings to the outside of the Building or any blinds (venetian or otherwise) to the interior of the windows display windows or doors thereof or affix any shop fittings to the internal face of exterior walls or ceilings thereof when the weight of the shop fittings may exceed the design limitations of such exterior walls or ceilings without the consent in writing of the Lessor first had and obtained which consent may be granted or refused or granted subject to conditions in the absolute discretion of the Lessor.

4.13 Holing of Walls

The Lessee shall not cut make holes in mark deface drill damage nor suffer to be cut holed marked defaced drilled or damaged any of the floors walls ceilings or other parts of the Demised Premises except so far as may be reasonably necessary for the erection of signs blinds awnings or shop fittings as aforesaid and on the removal of any such signs blinds awnings or shop fittings the Lessee shall reinstate repair and make good any damage caused in or about the erection or removal thereof notwithstanding that the Lessor may have consented thereto.

4.14 Refuse

The Lessee shall attend to the expeditious disposal of all garbage rubbish and refuse from the Demised Premises.

4.15 Pest Control

The Lessee will take all reasonable precautions to keep the Demised Premises free of rodents vermin insects pests birds and animals and in the event of failing so to do will if reasonably required by the Lessor but at the cost of the Lessee employ from time to time or periodically pest exterminators. The Lessor will take all reasonable precautions to keep the Demised Premises free of rodents vermin insects pests birds and animals where the same are likely to enter the Demised Premises through holes or cracks in the floors and walls of the Demised Premises except where such holes or cracks have been caused or contributed to by the Lessee or its agents or employees.

4.16 Infectious Diseases

In the event of any infectious disease happening upon the Demised Premises which may require notification by virtue of any statute regulation or ordinance the Lessee shall give all the necessary notices and any other information which may be required in respect thereof to the proper authorities and shall give a written notice thereof to the Lessor and shall at its own expense thoroughly fumigate and disinfect the Demised Premises.

4.17 Inflammable Substances

The Lessee shall not bring upon or store in the Demised Premises any explosive inflammable or corrosive fluids save for a reasonable quantity of emergency generator fuel or chemicals or such fluids or chemicals as are normally consumed or sold by the Lessee in the conduct of its business or for cleaning purposes and then only as long as the same are confined in

containers in which the same are normally sold to the public or stored by the Lessee for its own use. Any such fluids or chemicals shall be stored so as to comply in all respects with any statutes regulations ordinances by-laws or directions of competent authorities controlling the storage of same.

4.18 Conduct Voiding Insurance

The Lessee shall not at any time do permit or suffer to be done or omit to do any act matter or thing upon the Demised Premises whereby the insurances on the Building effected by the Lessee pursuant to this Lease may be vitiated or rendered void or voidable and the Lessee shall do permit or suffer to be done immediately upon the request of the Lessor all things necessary to continue in force any insurances which have been effected by the Lessee.

4.19 Annoying or Injurious Conduct

The Lessee shall not carry on or permit to be carried on in any part of the Demised Premises any illegal business or occupation nor shall the Lessee do or permit to be done therein any act or thing or use or permit to be used any plant or machinery which through excessive noise odours vibration or otherwise shall be a nuisance to the Lessor or to the occupiers of neighbouring premises.

4.20 Licences and Consents

The Lessee shall maintain and renew from time to time all licences consents permits and registrations required for the carrying on of the business of the Lessee in the Demised Premises. The failure of the Lessee to obtain any such licence consent registration or permit shall not relieve the Lessee of its responsibility to pay rent and otherwise to observe perform and fulfil its obligations herein except to the extent that the same may not be done lawfully by reason of the absence of any such licence consent registration or permit.

4.21 Regulations Ordinances and By-Laws

The Lessee shall observe perform and fulfil all the requirements of any statutes regulations ordinances or by-laws so far as the same may apply to the Demised Premises or to any business or businesses from time to time being conducted therein and in particular but without limiting the generality of the foregoing shall comply with the requirements of all such statutes regulations ordinances or by-laws relating to health water supply sewerage and fire (save and except such of them as may require structural alterations or additions or capital expenditure to the Demised Premises in which event the Lessor covenants to perform and fulfil any such requirement unless such alterations or additions be occasioned by the peculiar nature of the Lessee's business or the number or sex of the Lessee's employees) and shall not knowingly or willfully do or permit to be done anything which may conflict with any such statutes regulations ordinances or by-laws.

CLAUSE 5 MAINTENANCE AND REPAIR OF DEMISED PREMISES

5.1 Inspection by Lessor

The Lessor may by itself or its agents and with or without workmen and others at all reasonable times and after giving forty-eight (48) hours written notice to the Lessee enter upon and view the state of repair of the Demised Premises and serve a written notice

requiring the Lessee to repair any defects which is the obligation of the Lessee to repair within the time specified in this Lease, or if no time is specified, within a reasonable time and if the Lessee fails to do so the Lessor may, but is not obliged to, do the required repairs as if the Lessor were entitled to possession of the Demised Premises. For that purpose the Lessor, its architects, contractors, workmen and agents may enter and remain on the Demised Premises after giving a further 48 hours written notice. Any reasonable and proper expenses of carrying out such work will be payable by the Lessee to the Lessor within fourteen (14) days of demand accompanied by reasonable evidence of the nature and amount of the expenditure.

The Lessor shall ensure that in exercising this right it will minimise disruption to the Lessee, its business, employees, agents and customers.

5.2 Painting of Interior

The Lessee shall whenever reasonably necessary but not more often than once in every period of five (5) years of the Term at its own cost and expense paint the walls ceilings and other parts of the interior of the Demised Premises which have at any time previously been painted (other than primed shop finished structural steel) with quality paint in a proper and workmanlike manner.

5.3 Doors Locks and Windows

The Lessee shall at all times during the Term and at its own cost and expense (except to the extent covered by any policy of insurance) keep and maintain the doors locks windows and window fittings of the Demised Premises in good and efficient working order and condition as at the Date of Commencement hereof and at the expiration or sooner determination of the Term return all keys of the Demised Premises to the Lessor.

5.4 Plate Glass Replacement

The Lessee will at its expense replace all broken or damaged plate glass windows doors and display show cases upon the Demised Premises save and except where:-

- 5.4(a) same are broken or damaged by or through the willful act neglect default breach of duty of the Lessor or its employees contractors or agents; or
- 5.4(b) the Lessor shall have effected insurance against the breakage or damage of same ~~which shall not have been vitiated under Clause 4.18 hereof or;~~
- 5.4(c) such breakage or damage occurs as a consequence of structural defect or subsidence;

and in the event of an exception applying (and in addition to any express or implied obligation to maintain repair and keep in repair imposed on the Lessor by this Lease) the Lessor covenants to repair any such breakage or damage.

5.5 Bulbs and Tubes

The Lessee shall at its own expense from time to time replace all broken or faulty light bulbs and tubes in the Demised Premises.

5.6 Drains and Wastes

The Lessee shall keep and maintain the waste pipes drains and conduits originating within the Demised Premises in a clean clear and free flowing condition between their points of origin and their entry into any trunk drain and shall at its own expense employ licensed tradesmen to clear any blockages which may occur therein. In addition the Lessee shall regularly clean and service any grease trap provided for the exclusive use of the Demised Premises.

5.7 Appurtenances

The Lessee shall at its own cost and expense except to the extent covered by any policy of insurance keep and maintain the Appurtenances in the Demised Premises in good order and condition and to that end shall employ competent and where necessary licensed tradesmen to effect all necessary repairs to the Appurtenances.

5.8 Repairs

Subject to the express provisions of this Clause the Lessee shall at its own cost and expense keep and maintain the Demised Premises and all services therein in good and substantial repair order and condition (having regard to the age of the Demised Premises) except for fair wear and tear or any structural or other defect in the Demised Premises or any part thereof or damage by causes beyond the control of the Lessee or fire storm tempest lightning earthquake water damage (including flood sprinkler leakage and rain water) explosion and concussion from explosion impact by animals vehicles aircraft spacecraft or other aerial devices articles dropped from aircraft spacecraft or other aerial devices riots strikes civil commotion enemy action or incidental to resisting or preparing to resist enemy action malicious damage fusion inevitable accident act of God or any other risk in respect of which the Lessor has effected or is obliged to effect insurance which shall not have been vitiated under Clause 4.18 hereof **PROVIDED THAT:**

- (a) in respect of Air Conditioning Equipment owned or leased by the Lessor and installed in the Demised Premises or for the exclusive use of the Demised Premises the Lessee shall be responsible for the timely replacement of air conditioner gases (which in no circumstances may include gases of ozone depleting potential; if the Air Conditioning Equipment utilises gases of ozone depleting potential, the Lessor shall discharge the obligations contained in Clause 10.6(e)); and
- (b) in respect of the Air Conditioning Equipment, the fire prevention equipment and sprinkler system (including all supply and distribution pipes), the main electrical switch and distribution boards, the refrigeration services, switch boards and other plant or machinery owned or leased by the Lessor and installed in the Demised Premises, or for the exclusive use of the Demised Premises the Lessee shall be liable only to keep the same in repair to the extent of ensuring that normal regular preventative maintenance is carried out (and in the case of Air Conditioning Equipment to the standards required by AS3666 and provided that there shall be no obligation on the Lessee arising from AS3666 for any substantial repairs or for any repairs of a capital nature other than as a consequence of the Lessee not carrying out normal regular preventative maintenance)

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qualified persons and shall not be liable to carry out repairs other than that which arise in the course of and as part of such preventative maintenance it being acknowledged by the parties hereto that substantial repairs to and replacements of major components or parts thereof do not fall within such preventative maintenance **PROVIDED FURTHER THAT** in respect of any car parking or pedestrian areas the Lessee will effect all necessary repairs and maintenance (including filling pot holes) but excluding complete resurfacing unless specifically caused by a willful, irresponsible or negligent act or omission by the Lessee or its employees or agents

PROVIDED ALSO THAT if the Lessee owns any air conditioning equipment not being the Air Conditioning Equipment the Lessee shall be responsible for repairs and maintenance to it except where any damage or need for repairs has been caused or contributed to by the act, neglect or default of the Lessor its employees, agents, contractors or invitees.

5.9 Advise Damage

The Lessee shall advise the Lessor promptly in writing of any damage sustained to the Demised Premises or any part thereof or of the defective operation of any Appurtenances therein and in any case where such damage or defective operation if not rectified may lead to further damage to or deterioration of the Demised Premises save for any such damage or defective operation which is minor or promptly remedied by the Lessee. This obligation shall be suspended where the Lessor is aware of such damage or defective operation.

CLAUSE 6 ALTERATIONS TO DEMISED PREMISES

6.1 Alterations Required by Law

The Lessee shall not make or cause to be made any alterations additions or improvements of a structural nature to the Demised Premises or to the services thereto or to the Air Conditioning Equipment or Appurtenances therein contained unless such alterations additions or improvements are required by law or by reason of the nature of the Lessee's business or the number or the sex of the Lessee's employees. Subject to any requirements of law the following provisions shall be complied with:-

- 6.1(a) the Lessee shall submit detailed drawings and other specifications and copies of all necessary local authority approvals of the proposed works to the Lessor prior to commencement of the works;
- 6.1(b) the works shall be carried out at the cost of the Lessee by reputable and appropriately qualified contractors who have a current public liability cover for an amount of not less than five million dollars (\$5,000,000.00);
- 6.1(c) the works shall be carried out in a proper and workmanlike manner to the reasonable satisfaction of the Lessor and if the Lessor so requires under the supervision of the Lessor's architect;

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6.1(d) the Lessee shall pay the Lessor within twenty-one (21) days of demand the costs of the Lessor's architect relating to such supervision;

6.1(e) the Lessee shall indemnify and at all times hold indemnified the Lessor from and against all claims demands actions suits judgments orders decrees damages costs and expenses of every description which the Lessor may suffer or incur arising from the construction or installation of such works.

6.2 Alterations Required by the Lessee

6.2(a) The Lessee shall not without the previous consent in writing of the Lessor (which consent shall not be unreasonably withheld or delayed) make or permit to be made any structural alteration or addition in or to the Demised Premises or any part thereof and the Lessee shall in the course of such alteration or addition made with the consent of the Lessor and at the Lessee's own cost observe and comply with the requirements of any statutory public or other authority having jurisdiction or authority over and in respect of the Demised Premises or the user thereof or in respect of the proposed alteration or addition and the Lessee shall at its expense acquire and maintain all necessary permits required by such statutory public or other authority with respect to the same. Notwithstanding anything herein contained to the contrary the Lessee shall have the right to install or alter any internal partitioning or carry out any non-structural work or install any equipment required for the conduct of the Lessee's business.

6.2(b) All costs reasonably and properly incurred by the Lessor in dealing with any application by the Lessee for consent under this Clause shall be paid by the Lessee to the Lessor on demand.

6.2(c) Unless otherwise agreed in writing between the Lessor and the Lessee all such non-structural works installed by the Lessee or at its expense shall remain the property of the Lessee who shall be responsible for all maintenance thereof and in the case of plant and equipment for the repair and running cost thereof and such installations may be removed by the Lessee at or immediately prior to the expiration of this Lease if the Lessee has not already done so but the Lessee shall upon such removal do as little damage as possible to the Demised Premises and shall reinstate the same to the condition they were in prior to such installation.

6.2(d) The Lessee may install additional light fittings and power points in the Demised Premises and the same shall be installed by qualified tradesmen at the expense of the Lessee and the Lessee shall maintain such light fittings and power points.

6.3 Effect of Lessee's Alterations

If the Lessee shall at any time make or cause to be made any alterations to the internal layout of the Demised Premises or the installation of any plant equipment or fittings therein which result in the Lessor being required by law or by any direction of any relevant body or instrumentality or by the relevant fire authority or by the local authority to make any alteration to the nature extent location and method of operations of any Air Conditioning Equipment or ducting and fire prevention equipment and sprinkler system (including all

supply and distribution pipes) then the reasonable and proper costs of any such alteration to such services (including but without limitation fees payable to relevant consultants) shall be payable in full by the Lessee after completion of such alterations within twenty-one (21) days of being billed therefor by the Lessor **PROVIDED THAT** prior to effecting any such alteration the Lessor shall obtain the written authorisation of the Lessee on a costed work order form.

CLAUSE 7 DAMAGE OR DESTRUCTION OF DEMISED PREMISES

7.1 Abatement of Rent and Suspension of Covenant to Repair

If the Demised Premises or any part thereof shall at any time during the Term be wholly or partially destroyed or damaged by any one or more risks insured against or which the Lessee is obliged to insure against as provided for in Clause 11.2 hereof so as to render the Demised Premises unfit for occupation and use or inaccessible and the policy or policies of insurance effected by the Lessee shall not have been vitiated under Clause 4.18 hereof the Base Rent hereby reserved the Outgoings and any other occupancy costs payable under this Lease or a fair proportion thereof and the Lessee's obligations hereunder to repair according to the nature and extent of the damage sustained or the inaccessibility shall be suspended until the Demised Premises shall be again rendered fit for occupation and use and accessible and in the case of difference touching this provision the same shall be referred to the award of a single arbitrator acting as an expert if the parties can agree upon one or in default of agreement being reached within thirty (30) days of such destruction or damage by an expert appointed for that purpose by the President for the time being of the Law Institute of Victoria or other relevant governing body of the State or Territory in which the Demised Premises are situated its successor at the instance of either party. The decision of the expert shall be final and binding on the parties hereto and the parties shall bear and pay equally the fees and expenses of the expert but will otherwise bear their own costs of and in relation to any submissions.

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7.2 Lessee may Determine if No Reinstatement

If the Demised Premises or any part thereof shall at any time during the Term be destroyed or damaged by any one or more risks insured against or which the Lessee is obliged to insure against as provided for in Clause 11.2 hereof so as to render the Demised Premises unfit for occupation and use or inaccessible and the policy or policies of insurance effected by the Lessee shall not have been vitiated under Clause 4.18 hereof the Lessor shall forthwith reinstate the Demised Premises and the Lessee shall pay to the Lessor during the reinstatement period the nett proceeds of the Lessee's insurance policies for the purpose of the reinstatement **PROVIDED THAT** if during the last three (3) years of the Term or during the last three (3) years of any renewal thereof the Demised Premises shall as a result of any of the causes aforesaid be destroyed or suffer substantial damage to at least fifty per cent (50%) of the Lessee's trading area so as to render the Demised Premises unfit for occupation and use the Lessor or the Lessee shall have the right within three (3) months after such destruction or damage is sustained upon giving thirty (30) days written notice to determine the Lease. If the Lessor intends to determine the Lease pursuant to the proviso to this Clause and if there is then an option to renew this Lease unexercised the Lessor shall give the Lessee a written notice of its intention. Within thirty (30) days of receipt of the

notice of intention as aforesaid the Lessee may exercise the option to renew notwithstanding any time limitations imposed by this Lease on the exercise of such option whereupon the rights of the Lessor and Lessee to determine this Lease pursuant to this Clause shall be extinguished and the Lessor shall forthwith reinstate the Demised Premises. If the Lessee does not exercise the option to renew within the period of thirty (30) days aforesaid either party may determine this Lease by written notice given to the other within a further thirty (30) days from the expiration of the period of thirty (30) days aforesaid.

7.3 Lessor and Lessee to Confer on Rebuilding Design

The Lessor covenants with the Lessee that if the damage or destruction to the Demised Premises shall be to such an extent that the whole or a substantial part of the Demised Premises needs to be rebuilt the Lessor will prior to such rebuilding consult with the Lessee as to whether it shall be rebuilt in the identical style and/or size to that prior to the damage or destruction or to any other style and/or size.

CLAUSE 8 RESERVATIONS

8.1 Right of Entry to Effect Works

The Lessor reserves the right and the Lessee shall permit the Lessor with contractors workmen and others and with all necessary materials machinery and appliances at all times to enter upon the Demised Premises for all or any of the following purposes:-

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- 8.1(a) Effecting any alterations modifications or repairs which may be incumbent upon the Lessor by law or which the Lessor may wish to carry out for ensuring the safety and preservation of the Demised Premises; or
- 8.1(b) Erecting laying or installing in, on, under or over the Demised Premises any poles masts posts drains conduits pipes mains cables electric or other wires which may from time to time be required for any existing or future services to the Demised Premises or any part thereof **PROVIDED THAT** by so doing the Lessor shall not substantially derogate from the enjoyment of the rights conferred on the Lessee by this Lease; or
- 8.1(c) Inspecting removing installing maintaining repairing altering or adding to any ~~water gas electrical telephone plumbing Air Conditioning Equipment fire prevention equipment and sprinkler system or other services to the Building or any part thereof~~ **PROVIDED THAT** by so doing the Lessor shall not derogate from the enjoyment of the rights conferred on the Lessee by this Lease **PROVIDED FURTHER THAT** the Lessor shall not cause the water gas electrical telephone plumbing Air Conditioning Equipment fire prevention equipment and sprinkler system or other services to the Demised Premises to be interrupted in a manner likely to cause damage to the Lessee without first arranging for alternative services to be provided during the period of such interruption;

PROVIDED ALWAYS THAT (except in an emergency as to which the Lessor shall be the sole judge when this right of entry may be exercised at any time) the Lessor shall give forty-

eight (48) hours written notice to the Lessee of its intention to enter and shall carry out such works after having given reasonable notice to the Lessee and in such a manner as to minimise so far as may be practicable any inconvenience or interruption to the business of the Lessee caused thereby and the Lessor shall forthwith repair any damage so caused to the Demised Premises Lessee's fixtures and fittings plant equipment and stock.

8.2 Viewing

During the period of three (3) calendar months immediately preceding the date of determination of this Lease the Lessee shall permit prospective lessees of the Demised Premises and during the Term permit prospective purchasers of the Demised Premises (in both cases either accompanied by the Lessor or its agent) to view the Demised Premises at all reasonable times of the day after forty-eight (48) hours previous written notice has been served by the Lessor upon the Lessee.

8.3 Other Interests

The Lessee will at all times during the Term permit any person having any estate or interest in the Demised Premises superior to or concurrent with the Lessor to exercise the Lessor's or such other person's powers to enter and view the Demised Premises and to carry out repairs renovations maintenance and other work thereon and otherwise to exercise or perform their lawful rights or obligations in regard thereto **PROVIDED THAT** these powers shall only be exercised subject to the same conditions and obligations imposed on the Lessor hereunder in relation to the exercise thereof.

8.4 Benefit of Lessee's Covenants

If a person other than the Lessor becomes entitled to receive the rents hereby reserved either by operation of law or otherwise such person shall have the benefit of all covenants and agreements on the part of the Lessee hereunder and the Lessee at the cost of the Lessor will enter into such covenants with such other person in this regard as the Lessor may reasonably require.

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CLAUSE 9 LESSEE'S LIABILITIES AND INDEMNITIES

9.1 Assumption of Risk by Lessee

The Lessee agrees to occupy and use the Demised Premises at the risk of the Lessee and the Lessor shall not in any circumstances other than negligence willful act omission or breach of duty by the Lessor its employees (for whom it is vicariously liable) contractors or agents be liable to the Lessee for any damage to the plant equipment fixtures fittings merchandise stock-in-trade or any other property of any description in the possession of the Lessee and contained in or about the Demised Premises occasioned by water heat fire electricity vermin explosion tempest riot civil commotion bursting pipes or by the entry of water from any source whatsoever or by the operation of any fire equipment nor for any loss of profits resulting therefrom.

9.2 Indemnity by Lessee

The Lessee shall indemnify and hold indemnified the Lessor from and against all actions claims demands notices losses damages costs and expenses which the Lessor may sustain or

incur or for which the Lessor may be or become liable in respect of any loss or damage to property or death or injury of whatsoever nature and howsoever or wherever sustained (except to the extent that the loss or damage death or injury is covered by the Lessor's insurances) and to the extent:-

- 9.2(a) caused by or contributed to or incidental to the use or occupation of the Demised Premises or the escape of water fire gas electricity or other agent therefrom except to the extent that such loss damage death or injury is caused or contributed to by the negligent or willful act or omission or breach of duty of the Lessor its employees or agents; or
- 9.2(b) occasioned or contributed to by the failure of the Lessee or any employee agent contractor sublessee contractual licensee or other person claiming through or under the Lessee to observe or perform any of the covenants conditions and restrictions on the part of the Lessee hereunder whether positive or negative expressed or implied.

CLAUSE 10 LESSOR'S COVENANTS AND LIABILITIES

10.1 Quiet Enjoyment

The Lessor covenants that the Lessee shall and may peaceably hold and enjoy the Demised Premises together with the rights granted herein during the Term without any interruption by the Lessor or by any person claiming through under or in trust for it.

10.2 Rates Taxes and Outgoings

The Lessor shall pay promptly or cause to be paid promptly as and when they fall due all rates taxes charges assessments and other outgoings assessed or chargeable in respect of the Land that are not the Lessee's responsibility hereunder and where possible within such time as may be necessary to take advantage of any available discount except so far as this Lease shall otherwise provide.

10.3 Suitability of Premises

The Lessor does not expressly or impliedly warrant that the Demised Premises will remain fit suitable or adequate for all or any of the purposes of the Lessee and all warranties (if any) as to the suitability fitness and adequacy of the Demised Premises implied by law are hereby expressly negated.

10.4 Interruption of Services

Subject to the terms of this Lease the Lessor shall not in any circumstances other than negligence act omission or breach of duty caused or contributed by the Lessor its employees (for whom it is vicariously liable) or its agents and contractors be liable to the Lessee for any loss or damage suffered by the Lessee for any malfunction failure to function or interruption of or to the Air Conditioning Equipment fire prevention equipment and sprinkler system or the water gas or electricity services or the Appurtenances contained in the Demised Premises or for the blockage of any sewers wastes drains gutters downpipes or storm water drains from any cause whatsoever. Except in an emergency, the Lessor shall not cause or

contribute to the water gas electrical telephone plumbing Air Conditioning Equipment fire prevention equipment and sprinkler system or other services to the Demised Premises to be interrupted in a manner likely to cause damage to the Lessee without first arranging for alternative services to be provided for during the period of the interruption.

10.5 Condition of Lessor's Liability

No Clause.

10.6 Lessor's Obligation to Repair

10.6(a) Maintenance of the Demised Premises

Throughout the Term the Lessor shall preserve the good appearance and keep and maintain the Demised Premises including the structure roof and exterior surfaces of the Building wind and water tight, and in good and substantial order repair and condition by all necessary maintenance and repair (excluding painting but including painting consequent upon maintenance and repair effected by the Lessor), but nothing in this Clause shall require the Lessor to maintain or repair where the Lessee is obliged so to do under this Lease.

10.6(b) Lessor to Repair Air Conditioning Equipment and Switch Boards

For the purposes of Clause 10.6(b) "Equipment" shall mean collectively or individually or any part thereof - the fire prevention equipment and sprinkler system (including all supply and distribution pipes) or the main electrical switch and distribution boards or the refrigeration services switch boards or plant or machinery owned or leased by the Lessor installed in the Demised Premises or owned or leased by the Lessor and installed for the exclusive use of the Demised Premises.

Subject to the Lessee duly observing and performing the covenants on its behalf contained in Clause 5.8 hereof in respect of the periodical maintenance inspection and servicing of the Air Conditioning Equipment and the Equipment the Lessor shall at its own expense in all things replace the Air Conditioning Equipment and the Equipment or any one of them or any mechanical engine or substantial components thereof from time to time whenever the Air Conditioning Equipment and the Equipment or any one of them ceases to provide an adequate service or to operate efficiently or is otherwise unsatisfactory and in the reasonable opinion of the Lessee is properly due for replacement provided that upon request by the Lessor the Lessee shall provide the Lessor with reasonable documentary evidence that the Air Conditioning Equipment or Equipment is in need of replacement.

10.6(c) Cleaning Maintenance and Treatment of the Air Conditioning Equipment

The Lessor will clean maintain and treat the Air Conditioning Equipment under its control and operation in the manner specified in AS3666 and upon request by the Lessee provide the Lessee with reasonable documentary evidence of the cleaning maintenance and treatment of the Air Conditioning Equipment.

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10.6(d) Statutory Requirements

The Lessor will comply with all requirements of any statutes regulations ordinances or by-laws which may apply to the Demised Premises if and to the extent that Clause 4.21 does not oblige the Lessee to comply with them.

10.6(e) Ozone Depleting Substances

If the Air Conditioning Equipment or part thereof servicing the Demised Premises (including, without limiting the generality of the foregoing, any air conditioning gases) is rendered obsolete or redundant or otherwise inappropriate by Federal State or Municipal legislation or regulations or industry codes of practice (including but not limited to government guidelines) relating to limitation or variation in the use or availability of refrigerants and other substances of ozone depleting potential then the Lessor will at its expense provide suitable alternative Air Conditioning Equipment or, in the case of air conditioning gases, be responsible for their time replacement provided they are not prohibited by law and if they are prohibited by law shall provide suitable alternative Air Conditioning Equipment, alter the existing Air Conditioning Equipment or provide suitable alternative air conditioning gases.

10.6(f) Asbestos

If the removal of asbestos from the Demised Premises is required by law the Lessor will at the Lessor's cost remove the asbestos required by law to be removed but this requirement shall not extend to:

- (i) products fixtures or fittings owned or installed in the Demised by the Lessee; or
- (ii) the removal of asbestos if the requirement for removal results from any actions taken by the Lessee its employees or agents.

10.7 Lessee May Rectify

If the Lessor shall fail to pay any monies or charges as required herein to any third party or if the Lessor shall fail to perform any covenant on the part of the Lessor herein and in either case shall fail to remedy such default within a reasonable time after service of a written notice requiring the Lessor to pay the monies or charges or perform the covenant as the case may be then the Lessee may at its option as the agent of the Lessor make any such payment or do all such acts and things and incur such expenses as may be necessary to perform such covenants and the full amount of any payments made or expenses incurred shall be paid by the Lessor to the Lessee on demand. If the Lessor shall fail to pay any amount or amounts within twenty-one (21) days from the date of demand then the Lessee shall be entitled to deduct such amount or amounts from the monthly instalments of monies due and payable to the Lessor by the Lessee until such payments have been recouped by the Lessee notwithstanding anything to the contrary contained in this Lease.

10.8 Subdivision

The Lessor shall not without the prior written consent of the Lessee subdivide the Land nor sell or dispose of any part or parts of the Land.

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10.9 Implied Obligation

The Lessor acknowledges that when some act matter or thing is required by law to be done in relation to the Demised Premises and such obligation is not expressly imposed upon the Lessee by this Lease then such obligation shall be effected by and at the cost of the Lessor.

10.10 Change in Control of Lessor

No Clause.

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CLAUSE 11 INSURANCES

11.1 Lessee's Public Liability Insurance

The Lessee shall at all times during the Term and any holding over period at its own expense insure and keep insured in the name of the Lessee against public liability in the form of a standard public liability policy extended if so required by the Lessor to cover the risks of an insurable nature in respect of which the Lessee is obliged to indemnify the Lessor as provided in this Lease with such policy being for an amount of not less than ten million dollars (\$10,000,000.00) for and in respect of any one claim. If the Lessee maintains a general public liability policy covering its occupation of owned and leased premises in more than one location then the obligation of the Lessee hereunder shall be deemed to be complied with so long as the Lessee keeps current its general cover (extended as aforesaid if required) and if required by the Lessor produces within fourteen (14) days of any such request a certificate of currency of such general cover **PROVIDED THAT** the Lessor shall not make such request more than once in the period to which the certificate of currency relates.

11.2 Lessee to Insure Structures

11.2(a) The Lessee shall insure the Building against loss or damage by fire storm tempest lightning earthquake water damage (including flood sprinkler leakage and rain water) explosion and concussion from explosion impact by animals vehicles aircraft spacecraft or other aerial devices articles dropped from aircraft spacecraft or other aerial devices riots strikes malicious damage fusion inevitable accident act of God or any other risk of a like nature. Such policy shall be effected in the name of the Lessee and noting the Lessor's interest and shall be on reinstatement and replacement value based on the condition of the Building at the time of loss or damage to the full insurable value of the Building and may be extended at the election of the Lessor to include extra costs insurance for the removal of debris and consultants' fees. Such insurance shall be of a kind which shall not be rendered void or voidable by the use of the Demised Premises for the activities usually carried out within the use permitted under Clause 4.1 hereof.

11.2(b) The Lessee shall if requested by the Lessor produce to the Lessor within fourteen (14) days of any such request a certificate of currency of insurance in respect of the insurances to be effected under this Clause 11.2. If the Lessee maintains a fire storm and tempest insurance policy covering its occupation of owned and leased premises in more than one location then the obligation of the Lessee hereunder shall be deemed to be complied with so long as the Lessee keeps current its general cover and the Lessor's interest in the Demised Premises is

noted on that policy and if required by the Lessor produces within fourteen (14) days of any such request a certificate of currency of such general cover **PROVIDED THAT** the Lessor shall not make such request more than once in the period to which the certificate of currency relates.

CLAUSE 12 ASSIGNMENT SUBLETTING AND MORTGAGING

12.1 Assignment

12.1(a) The Lessee shall not assign this Lease without the consent in writing of the Lessor first had and obtained which consent shall not be arbitrarily or unreasonably refused withheld or delayed if:-

- (i) the proposed assignee is a respectable and financially responsible person with at least equal trading and turnover potential from the Demised Premises in conducting a business of the kind permitted herein. The onus of proving which things to the reasonable satisfaction of the Lessor shall be upon the Lessee; and
- (ii) the Lessee pays the Lessor all proper costs charges and expenses incurred by the Lessor of and incidental to any enquiries which may be made by or on behalf of the Lessor as to the respectability and financial responsibility of any proposed assignee; and
- (iii) the proposed assignee by deed covenants with the Lessor to observe and perform the terms covenants and conditions on the part of the Lessee hereunder whether expressed or implied positive or negative including the obligation to indemnify the Lessor as provided herein and shall appoint the Lessor its attorney for the purposes described in Clause 16 hereof. Such deed is to be prepared and stamped by the Lessor's Solicitors at the cost and expense of the Lessee and to be in such form as the Lessor's solicitors may reasonably require and shall include an acknowledgment by the Lessor that the Lessee shall by such assignment from the date of assessment be released from the covenants agreements and conditions on the Lessee's part contained in this Lease; and
- (iv) for the purpose of calculating the Percentage Rent for the Lease Year which includes the date of assignment the Gross Sales of the Lessee up to the date of assignment and the Gross Sales of the assignee thereafter shall be aggregated.

12.1(b) If the Lessor consents to an assignment of the Lease, the assignee shall observe and perform the terms and covenants and conditions on the part of the Lessee hereunder, subject to the amendment of those terms covenants and conditions set out in Appendix E.

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12.2 Sub Leases Licences and Concessions

The Lessee may without consent of the Lessor sublet or grant licences or concessions of any area or areas not exceeding in total ten (10) per centum of the Demised Premises upon giving the Lessor not less than fourteen (14) days prior written notice of its intention to do so and upon including in such notice the identity of the proposed sub lessee licensee or concessionaire.

12.3 Mortgaging

The Lessee shall not mortgage charge or otherwise encumber its estate or interest in this Lease without the consent in writing of the Lessor first had and obtained which consent may be granted conditionally or refused if the security documents entitle the mortgagee to enter into possession of the Demised Premises but consent thereto shall not be unreasonably withheld by the Lessor **PROVIDED THAT** so long as the Lessee or occupier of the Demised Premises is Coles Supermarkets Australia Pty Ltd or Bi-Lo Pty Limited A.C.N. 002 805 094 or Coles Myer Ltd. A.C.N. 004 089 936 or any subsidiary or related body corporate of either entity the Lessor hereby consents to Coles Supermarkets Australia Pty Ltd or Bi-Lo Pty Limited or Coles Myer Ltd. or any subsidiary or related body corporate of either entity to mortgage charge and otherwise encumber its estate or interest in this Lease.

12.4 Subletting

Subject to the preceding Clauses the Lessee shall not underlet or in any other manner part with possession of the Demised Premises or any part thereof.

12.5 Related Body Corporate of the Lessee

Notwithstanding anything in this Lease to the contrary the consent of the Lessor shall not be necessary to the assignment sub-letting underletting parting with or sharing of possession or licence to occupy being granted by the Lessee to Bi-Lo Pty Limited or Coles Myer Ltd. or to any subsidiary or related body corporate of the Lessee or Bi-Lo Pty Limited or Coles Myer Ltd. in respect of the Demised Premises or any part thereof and in the event of the Lessee assigning any part of this Lease to Bi-Lo Pty Limited or Coles Myer Ltd. or to any subsidiary or related body corporate of Bi-Lo Pty Ltd or Coles Myer Ltd. the proposed assignee shall be obliged to comply with the provisions of Clause 12.1(a)(iii).

12.6 Restructure

Notwithstanding anything in this Lease to the contrary the consent of the Lessor shall not be necessary to an assignment by the Lessee where the assignment is as a consequence of any restructure of the manner in which the Lessee holds its assets provided that the beneficial ownership of such assets remains with the Lessee and the assignee by deed covenants with the Lessor to observe and perform all obligations of the Lessee under this Lease.

CLAUSE 13 DEFAULT OF LESSEE

13.1 Lessor May Rectify

If the Lessee shall fail to pay any monies or charges as required herein to be paid to any person other than the Lessor or if the Lessee shall fail to perform any affirmative covenant on the part of the Lessee herein and in either case shall fail

a reasonable time after written notice from the Lessor requiring the monies or charges to be paid or the covenant to be performed as the case may be then the Lessor may at its option as the agent of the Lessee make any such payment or do all such acts and things and incur such expenses as may be necessary to perform such covenants and the full amount of any payments made or expenses incurred shall be paid by the Lessee to the Lessor on demand by the Lessor.

13.2 No Clause

13.3 Separate Suits

The Lessor may without prejudice to any other remedy sue the Lessee for any monies which may from time to time become due and owing by the Lessee to the Lessor herein and in particular the Lessor may sue for any instalments of rent as and when the same become due and by a separate suit or suits sue for any further sum or sums which may be found to be due and owing by the Lessee to the Lessor upon the completion of the calculations required to be made at the end of each Lease Year and neither the institution of any such suit nor the entering of judgment therein shall bar the Lessor from bringing a separate or subsequent suit or suits for the balance of any rent or other monies due to the Lessor hereunder.

13.4 Definition of Default

In any of the following circumstances namely:-

13.4(a) Rent in Arrears

If the rent hereby reserved or any part thereof shall be unpaid and in arrears for fourteen (14) days after the same shall become due and payable whether any formal or other demand therefor shall have been made or not; or

13.4(b) Failure to Pay Moneys

If any other moneys which are due and payable by the Lessee to the Lessor shall not have been paid within fourteen (14) days of the making of written demand therefor; or

13.4(c) Failure to Effect Repairs

If the Lessee shall not commence effecting the repairs required by any notice given in terms of Clause 5.1 hereof within a reasonable time and thereafter ~~complete such repairs within a reasonable time after the giving of such notice; or~~

13.4(d) Liquidation of Company

If the Lessee being a company enters into liquidation (otherwise than for the purpose of amalgamation or reconstruction) or if a receiver or a receiver and manager or official manager or liquidator be appointed; or

13.4(e) Attachment

If the interest of the Lessee under this Lease is attached or taken in execution under any legal process and the same is not satisfied within seven (7) days; or

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13.4(f) Material Breach of Clause 12

If the Lessee is in material breach of its obligations under Clause 12 and fails to rectify that breach within fourteen (14) days of the Lessor notifying the Lessee of the breach and requiring rectification of that breach; or

13.4(g) Other Breach

If the Lessee breaches or fails to perform or observe any one or more of the terms of this Lease (other than those referred to in Clauses 13.4(a)-(f) inclusive of this Lease) and the Lessor has validly served a total of four (4) separate notices of default within a twelve (12) month period and which the Lessee has not disputed (PROVIDED THAT such dispute must be reasonably substantiated by the Lessee) or remedied or (in the case of a matter which may not be remedied by payment of money) commenced to remedy, and **PROVIDED FURTHER THAT** each notice is in relation to:

- (i) a separate breach under this Lease; or
- (ii) the same breach provided that each such notice is validly served not less than one (1) month apart;

the Lessee shall be deemed to have made default.

13.5 Waiver

Where any actual waiver by the Lessor or the person deriving title under it of the benefit of any covenant obligation or condition in this Lease is proved to have taken place in any particular instance such waiver shall not extend or be deemed to extend to any instance or to any breach of covenant obligation or condition save that to which such waiver specifically relates nor operate as a general waiver of the benefit of any such covenant obligation or condition. The onus of proving any waiver shall rest upon the person alleging it.

13.6 Forfeiture of Lease

If the Lessee shall have made default as aforesaid the Lessor may (after first giving prior written notice as required by Section 146 of the Property Law Act (Vic)) at its option and subject to the provisions of Clause 13.9 and Clause 14 hereof:-

13.6(a) Determination By Re-entry

Re-enter into and take possession of the Demised Premises or any part thereof in the name of the whole (by force if necessary) and eject and lock out the Lessee and all other persons therefrom and repossess and enjoy the same as of its first and former estate therein and thereupon this Lease shall be determined absolutely; or

13.6(b) Determination By Notice

By written notice to the Lessee determine this Lease and from the date of giving such notice this Lease shall be absolutely determined.

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13.7 Removal of Stock-in-trade

The Lessor may upon re-entry as aforesaid remove from the Demised Premises any contents of every description including but without limiting the foregoing all plant equipment stock-in-trade and fittings and fixtures of the Lessee in or about the Demised Premises and store the same in a public warehouse or elsewhere at the cost of and for the account of the Lessee without being deemed guilty of conversion or becoming liable for any loss or damage occasioned by such removal or storage. Any costs incurred by the Lessor in or about such removal and/or storage shall be paid by the Lessee to the Lessor upon demand.

13.8 Tender After Determination

Any monies tendered by the Lessee after the determination of this Lease in the manner described in Clauses 13.6(a) and 13.6(b) hereof accepted by the Lessor shall be applied firstly on account of any rent and other monies accrued due hereunder but unpaid at the date of determination and secondly on account of the Lessor's costs of re-entry. Acceptance and application of any moneys after the determination of this Lease in accordance with this Clause 13.8 shall not be deemed by itself to create a new tenancy.

13.9 Opportunity to Rectify Default

Notwithstanding anything expressed or implied in this Lease the Lessor will not re-enter upon the Demised Premises or determine or forfeit or require a surrender or accept a repudiation for breach of an essential term of this Lease or the Term unless the Lessor shall have first given to the Lessee written notice of the breach default or non-observance on which the Lessor relies in seeking to act as aforementioned **PROVIDED THAT:-**

13.9(a) in the case of a breach default or non-observance which is capable of being remedied if the Lessee within fourteen (14) days of the service of such notice either:-

- (i) pays the Lessor all moneys necessary to remedy such breach default or non-observance; or
- (ii) undertakes in writing to the Lessor to remedy the breach default or non-observance and so remedies the same within a reasonable time having regard to the nature and extent thereof;

13.9(b) other than Clauses 13.4(d), (e) and (f), in the case of a breach default or non-observance which cannot be remedied if the Lessee within fourteen (14) days of the service of such notice pays or undertakes to pay and does in fact pay the Lessor within three (3) months thereafter (or such further period as the Lessor shall determine in its absolute discretion) reasonable compensation to the Lessor in respect of such breach default or non-observance having regard to the nature and extent thereof;

THEN the Lessor shall not be entitled to rely upon the breach default or non-observance set out in the notice to the Lessee as a ground for re-entry determination forfeiture or requiring surrender or as repudiating the Lease and the same shall be waived by the Lessor and this Lease shall continue in full force and effect as if no such breach default or non-observance had occurred.

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CLAUSE 14 FUNDAMENTAL TERMS

14.1 Essential Covenants

Each of the covenants referred to in this Clause 14.1 are agreed as essential and fundamental terms of this Lease and they are: Clauses 3.1, 3.2, 3.8, 3.10, 3.12, 3.13, 3.14, 4.1 and 12.1.

14.2 Late Payment of Money

In respect of the Lessee's obligation to pay rent or make any other payment under the Lease the acceptance by the Lessor of arrears or any late payment shall not constitute a waiver of the essentiality of the Lessee's obligation to pay rent or such other charge in respect of those arrears or of the late payments or in respect of the Lessee's continuing obligation to pay rent or make any other payment during the Term.

14.3 Right to Damages - After Determination

If the Lessee shall have made default in respect of a fundamental term of this Lease and in the event that the Lessor determines this Lease pursuant to the powers conferred on the Lessor by this Lease or at law in consequence of such breach by the Lessee then the Lessor shall (without prejudice to any other action or remedy) be entitled to recover damages from the Lessee for the damage suffered by the Lessor during the balance of the Term of this Lease after the date of determination.

14.4 Entitlement to Damages

The Lessor's entitlement to recover damages pursuant to Clause 14.3 hereof shall not be affected or limited by any of the following where directly related to the claim:-

- 14.4(a) if the Lessee shall abandon or vacate the Demised Premises;
- 14.4(b) if the Lessor shall elect to re-enter or terminate this Lease;
- 14.4(c) if the Lessor shall accept the Lessee's repudiation;
- 14.4(d) if the Lessee's conduct shall constitute a surrender by operation of law.

14.5 Mitigation

Nothing contained in this Clause relieves the Lessor from its obligation to mitigate the damages suffered by it upon breach of a covenant of this Lease by the Lessee.

CLAUSE 15 DETERMINATION OF TERM

15.1 Lessee to Yield Up

The Lessee shall at the expiration or sooner determination of the Term peaceably yield up the Demised Premises in the order and condition required by Clause 5 hereof and otherwise in accordance with this Lease but **SUBJECT ALWAYS** to the exceptions therein referred to.

15.2 Lessee's Right to Remove Fittings

The Lessee may at any time during or upon the expiration of the Term remove from the Demised Premises all fixtures fittings floor coverings signs and notices which have been erected or installed by the Lessee during or prior to the Term or purchased from any previous lessee of the Demised Premises (other than shop fronts or any other fixtures the cost of which has been paid for or subsidised by the Lessor or its predecessor in title) **PROVIDED THAT** such removal can be effected without causing any substantial damage to the Demised Premises and **PROVIDED FURTHER THAT** the Lessee shall make good any damage whatsoever caused to the Demised Premises by such removal.

15.3 Abandoned Fittings Belong to Lessor

At the expiration or sooner determination of the Term any fittings or fixtures not removed by the Lessee as of right or any stock then remaining in the Demised Premises shall be deemed abandoned by the Lessee and shall be and become the property of the Lessor.

15.4 Antecedent Breaches

The determination of this Lease shall not prejudice or affect any rights or remedies of either party against the other on account of any antecedent breach by either party of any of the terms covenants or obligations contained herein.

15.5 Holding Over

In the event of the Lessee continuing in occupation of the Demised Premises after the expiration of the Term or any extension or renewal thereof without any demand for possession having been made by the Lessor the Demised Premises shall be held by the Lessee as a monthly tenant of the Lessor at the same rent and upon and subject to the same terms and conditions as are herein contained so far as they can be applied to a monthly tenancy. Such tenancy being determinable at the will of either the Lessor or the Lessee by not less than one (1) month's written notice given at any time.

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CLAUSE 16 POWER OF ATTORNEY

16.1 Power of Attorney

The Lessee hereby irrevocably nominates constitutes and appoints the Lessor and its secretary and each of its directors for the time being and each of them jointly and severally and their ~~and each of their several attorneys jointly and each of them severally to be the true and lawful attorneys and attorney of the Lessee on behalf of and in the name of and as the act and deed of the Lessee:~~

- 16.1(a) to execute a surrender of this Lease and to do all such things and sign all such documents as may be necessary to obtain registration thereof **PROVIDED THAT** such powers shall not be exercised unless and until this Lease shall have been terminated by the Lessor and the Lessor shall have lawfully retaken possession of the Demised Premises in accordance with the powers of the Lessor in that behalf herein contained or implied and all proceedings in relation thereto have been determined and the Lessor gives the Lessee at least seven (7) days prior written notice of its intention to exercise this power sufficient proof whereof to the

Registrar of Titles shall be the declaration of the attorneys or attorney exercising the power;

16.1(b) to substitute as the attorney or attorneys of the Lessor the purchaser (and the nominated officers of such purchaser) of the reversion of this Lease.

CLAUSE 17 OPTION FOR RENEWAL

17.1 Exercise of Option

If there is then no existing unremedied breach of any term covenant or condition herein contained notice of which having been given to the Lessee and has not been waived or payment for which has been accepted by the Lessor then the Lessor on written application of the Lessee made to the Lessor not more than twelve (12) months and not less than three (3) months prior to the expiration of the Term will grant a renewed lease for the period specified in Item 5 of Appendix A hereto commencing on the day after the expiration hereof at a rent determined in accordance with Appendix B hereto and otherwise on the same terms and conditions contained herein excluding this present covenant for renewal only in the final further term specified in Item 5 of Appendix A hereto.

17.2 Execution of Renewed Lease

In the event of the option for renewal being exercised the parties shall execute a further lease in the form of this Lease and registered by the Lessor's solicitors for such further period. Such lease shall be submitted to the Lessee for execution within one (1) month of the date of agreement or determination of the Base Rent for the further period and shall be executed by the Lessee and returned to the Lessor within one (1) month after its submission to the Lessee for execution. If the rent for such further period has not been determined by the due date for the commencement thereof the obligations of the Lessor and the Lessee shall be as set out in this Lease and the rent shall be paid at the calendar monthly rent payable during the last year of the Term and the rental so paid shall be credited against the rent for such further period and the amount of any deficiency shall be paid by the Lessee to the Lessor with twenty eight (28) days of the agreement or determination of the Base Rent for the further period.

CLAUSE 18 GENERAL PROVISIONS

18.1 Managing Agent

The Lessor may from time to time appoint a managing agent and any managing agent so appointed shall represent the Lessor in all matters relating to this Lease except in so far as the Lessor shall direct otherwise in writing and has served a written notice on the Lessee to that effect **PROVIDED THAT** any communication from the Lessor shall to the extent of any inconsistency supersede any communication from the managing agent unless the Lessee has already acted on the managing agent's communication.

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18.2 Payment of Moneys

All rent and other monies payable by the Lessee to the Lessor hereunder shall be paid to any person nominated in writing by the Lessor or to the credit of the Lessor at such Bank in Australia as the Lessor may from time to time in writing direct.

18.3 Notice to Lessee

Any demand consent offer or notice which may be required to be given or made hereunder shall be written in English and shall be sufficiently served on the Lessee if addressed to its Managing Director and left or forwarded to the Lessee by prepaid certified mail service to its registered office in the State of Victoria if a company or at his place of residence if an individual or at such other address as notified in writing by the Lessee. Any such demand consent offer or notice sent by post shall be deemed to have been received at the time when in the ordinary course of post such would have been received.

18.4 Notice to Lessor

Any notice demand acceptance or application in writing required to be given by the Lessee to the Lessor pursuant to the terms hereof may be left for the Lessor at the office of the Lessor's managing agent (if any) or alternatively may be forwarded to the Lessor by prepaid certified mail service addressed to the Lessor at the Lessor's last known address or registered office (if any) or such other address as notified in writing by the Lessor. Any such notice demand acceptance or application sent by post shall be deemed to have been received at the time when in the ordinary course of post such would have been received.

18.5 Moratorium Negatived

Unless application is mandatory by law, any statute, proclamation order regulation or moratorium present or future shall not apply to this Lease so as to abrogate extinguish impair diminish fetter delay or otherwise prejudicially affect any rights powers remedies or discretions given or accruing to the Lessor.

18.6 Applicable Law

This Lease shall be governed by and be construed in accordance with the laws of the State of Victoria and the Lessor and the Lessee hereby irrevocably submit to the exclusive jurisdiction of the courts of the State of Victoria. If any provisions of the Lease shall to any extent be invalid the remainder of the Lease shall not be affected thereby.

18.7 Lease Contains Entire Agreement

18.7(a) The Lessor and the Lessee acknowledge that the terms and conditions set out in this Lease and any consent in writing given pursuant to any of the provisions hereof contain the entire agreement as concluded between the Lessor and the Lessee and that there are no other oral or collateral agreements between the parties relating to the Demised Premises. Except as herein provided no representation made by the Lessor its employees or agents concerning the Demised Premises shall be an implied term of this Lease or form the subject matter of a separate agreement subsidiary to or collateral with this Lease. Except as herein provided the Lessee further acknowledges that it has not been induced to accept this Lease by any representation oral or otherwise made by or on behalf of the Lessor its

employees or agents which is not included in this Lease. There are no oral or written agreements between the Lessor and the Lessee affecting this Lease.

18.8 Sale of Lessor's Interest

18.8(a) If the Lessor proposes to sell or otherwise disposes of its estate or interest in the Demised Premises or sells or otherwise disposes of its estate or interest in the Demised Premises or in this Lease then the Lessor shall in addition to complying with Clause 21:

- (i) use its best endeavours to give the Lessee prior written notice of its intention to sell or dispose of its estate or interest before it does so; and
- (ii) give the Lessee written notice of the sale or disposal of its estate or interest within fourteen (14) days of a legally enforceable Contract of Sale being entered into specifying the intended date of settlement and subject to any obligations of confidence imposed on the Lessee providing the name and address of the purchaser and this shall be confirmed (or advised if previous obligations of confidence were imposed) as soon as reasonably practical after the first to occur of:
 - (A) final settlement of the sale; or
 - (B) the purchaser or transferor become entitled to the rents and profits from the Demised Premises (in the event that this occurs prior to final settlement).

18.8(b) If the Lessor shall sell or otherwise dispose of its estate or interest in the Demised Premises or in this Lease then the Lessor shall at its own cost procure from such purchaser or disponee a covenant in favour of the Lessee that such purchaser or disponee shall observe and be bound by the provisions of this Lease.

18.9 Objection to Revaluation

The Lessor shall notify the Lessee in writing of all valuations or revaluations made on behalf of any federal state local or other governmental authority affecting the whole or any part of the Demised Premises to enable the Lessee to object thereto if it so wishes. Such notice shall be given by the Lessor as soon as practicable (using its best endeavours) after receipt of the valuation or revaluation notice but no more than seven (7) days after receiving such valuation or revaluation notice (provided that if the objection period ends before this date, such notice shall be brought to the attention of the Lessee no later than the next working day following receipt of the valuation or revaluation notice). The Lessor will at the same time advise the Lessee if the Lessor is objecting to the valuation. The Lessor will permit the Lessee to object to the valuation and for that purpose to use the Lessor's name **PROVIDED THAT** the Lessee shall indemnify and hold indemnified the Lessor against all costs payable by the Lessor as a result of or arising from such objection and **PROVIDED FURTHER THAT** the Lessee shall not reach any compromise agreement with the valuing authority without the consent in writing of the Lessor first had and obtained and such consent not to be unreasonably withheld or delayed.

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18.10 Compulsory Acquisition

18.10(a) Compulsory Acquisition

For the purposes of this Clause "Compulsory Acquisition" shall mean the acquisition by any government or body having authority to acquire property compulsorily and includes a voluntary disposition made for the purpose or with the intent of circumventing a proposed or threatened compulsory acquisition.

18.10(b) Compulsory Reduction of Areas

If the Lettable Area of the Demised Premises is reduced by more than ten per centum (10%) by Compulsory Acquisition then the Lessee may terminate this Lease by three (3) months written notice to the Lessor given not more than two (2) years after the date on which the Lessee receives notice of the Compulsory Acquisition or within two (2) years after all rights of appeal open to the Lessee have been exhausted or the time limit for the Lessee exercising any right of appeal has expired whichever shall be the later.

18.10(c) Abatement of Rent

In the event of Compulsory Acquisition as aforesaid and the Lessee does not elect to terminate this Lease or pending an election by the Lessee during the period in which it is entitled to make such election then a just proportion of the Base Rent payable hereunder shall abate from the time the Demised Premises is taken or the Lessee is required to vacate that portion of the Demised Premises or the area available for car parking is reduced. The Lessee's obligation (if any) to pay the Outgoings as herein provided shall abate in the same proportion as the Base Rent is abated.

18.10(d) Lessor to Notify Lessee

The Lessor shall notify the Lessee in writing within fourteen (14) days of the relevant event in each of the following cases:-

- (i) if the Lessor receives formal or informal notice of an impending Compulsory Acquisition of the whole or any part of the Demised Premises;
- (ii) if the Lessor receives a Notice to Treat in respect of the whole or any part of the Demised Premises;
- (iii) if the Lessor receives a Notice of Intention to resume in respect of the whole or any part of the Demised Premises or a proclamation whereby the whole or any part of the Demised Premises is to be resumed.

18.11 Liquor Licence

The Lessee shall be at liberty at the Lessee's own expense in all things to make an application to the relevant authority or authorities for any form of liquor licence or permit in respect of the Demised Premises. The Lessor will at the expense of the Lessee do all acts matters and things and sign all forms and consents necessary to enable the licence and/or permit to be obtained. The Lessor acknowledges that any Packaged Liquor Licence or any other form of liquor licence or permit or any renewal thereof which may be issued in respect

of the Demised Premises shall be and remain the sole property of the Lessee and that the Lessor shall have no interest in or title to any such licence or permit. The Lessor further acknowledges that the Lessee shall be at liberty to remove at any time any such licence or permit to other premises and the Lessor shall do all such things and sign all such documents including but without limiting the generality hereof allowing the affixing of any signs or notices to the Demised Premises or the doing of any other act or thing required by the Liquor Control Act 1987 or any other Acts, regulations or by-laws relating to liquor licences or permits for the removal of such licence or permit.

The Lessor agrees that it will, without cost to the Lessee, promptly sign and return to the Lessee any forms of agreement from time to time required to be signed by the Lessor under the Liquor Control Act 1987 or any other Acts, regulations or by-laws relating to liquor licences or permits, in order to facilitate the transfer of the licence or permit between the nominees of the Lessee.

18.12 Interest on Arrears

If any moneys payable by one party to the other under this Lease are not paid on the date on which the same shall have become due then the party entitled to the money shall have the right to require the other party to pay interest at such rate per annum as is at that time the interest rate being two per centum (2%) higher than the interest rate for overdraft accommodation on amounts over one hundred thousand dollars (\$100,000.00) from time to time charged by the Lessee's bank to prime corporate borrowers. A certificate of the Lessee's bank as to the rate will be conclusive evidence for the purposes of this Clause. Interest will be computed from the date when the monies become due and payable until the date of all outstanding payments.

18.13 Contra Proferentum Not to Apply

In this interpretation of this Lease no rules of construction shall apply to the disadvantage of one party on the basis that that party put forward the Lease or any part thereof.

18.14 Time for Performance

Where no time is specified for the performance of any act matter or thing under this Lease it must be performed within a reasonable time having regard to the circumstances and the act matter or thing to be performed.

CLAUSE 19 RESOLUTION OF DISPUTES

19.1 Expert

If any difference shall arise between the Lessor and the Lessee as to the true intent and meaning of any of the terms and conditions herein contained then in such circumstances the particular matter upon which the Lessor and the Lessee have failed to agree or upon which a difference has arisen shall be referred for determination in writing to a person appointed in the manner hereinafter appearing who shall act as an expert and not as an arbitrator and the written determination of such expert shall be conclusive and binding upon both parties

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hereto. The following provisions shall apply to the appointment of an expert who shall be of not less than five years current and continuous standing in his profession at the date of appointment:-

- 19.1(a) in the case of a matter of law to a practising barrister or solicitor appointed by the then President of the Law Institute of Victoria or its successor of the State in which the Demised Premises are situated;
- 19.1(b) in the case of a financial or accountancy matter to a practising chartered accountant appointed by the then President of the Institute of Chartered Accountants in Australia;
- 19.1(c) in the case concerning the construction of the Building or any part or parts thereof and all matters associated therewith to a practising architect appointed by the Royal Australian Institute of Architects;
- 19.1(d) in the case of land value to a qualified valuer appointed by the Australian Institute of Valuers and Land Economists (Inc.) (Victorian Division);
- 19.1(e) in any other case to a qualified person appointed by the senior officer for the time being of an appropriate association institute society or board; or
- 19.1(f) if appropriate to a panel of experts representing more than one of such appropriate skills.

19.2 Appointment

The parties hereto shall reach agreement on the appointment of the expert within one calendar month of any such dispute arising and upon being required so to do by the other party shall sign an authorisation in writing for the appointment of such expert but if either the Lessor or the Lessee shall fail to sign such authority within the said period of one calendar month of being required in writing so to do the other of them shall be entitled alone to authorise the appointment of the expert in manner aforesaid and the production of a copy of this Clause and the request shall be conclusive evidence of such authority. The fees and expenses of the expert (or experts) shall be borne and paid for by the parties in equal shares notwithstanding the result of any such determination.

19.3 Non-modification

This Clause is not intended to modify the provisions of Clause 7.1.

CLAUSE 20 RIGHT OF FIRST REFUSAL IF FURTHER TERM

20.1 Lessee's Right

In the event that the Lessor decides at the expiration of the term hereby granted (or if this Lease contains an option or options of renewal, at the expiration of the last of the terms

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created by the exercise of such option or options) to continue the use of the Demised Premises permitted by the terms of this Lease the Lessee shall have a right of first refusal as hereinafter provided to a further lease of the Demised Premises.

20.2 Notification and Negotiation

The Lessor shall notify the Lessee not earlier than twenty four (24) months nor later than twelve (12) months prior to the expiration of the Lease Term whether or not it proposes to continue the use of the Demised Premises for the purposes hereby permitted. If the Lessor notifies the Lessee that it proposes to continue the use of the Demised Premises for such purposes or if the Lessor fails to give any notice at all to the Lessee by twelve (12) months prior to the expiration of the Lease Term, the Lessor and the Lessee shall commence and continue bona fide negotiations with a view to agreeing to the terms upon which the Demised Premises shall be leased to the Lessee.

20.3 Lessor's Final Offer

If by six (6) months prior to the expiration of the Lease Term the parties have not reached agreement as to the terms upon which the Lessor will grant a Lease to the Lessee, the Lessor shall immediately give to the Lessee notice in writing of its final offer as to the terms and conditions on which it is prepared to lease the Demised Premises to the Lessee and the Lessee shall within thirty one (31) days of receiving such notice advise the Lessor in writing whether or not it accepts the Lessor's final offer.

20.4 Offer on Same Terms

If the Lessee does not accept the Lessor's final offer within such period of thirty one (31) days then following the expiration of thirty one (31) days after the service of the notice setting out the final offer to the Lessee, or on receipt of the Lessee's rejection of the Lessor's final offer, whichever first occurs, the Lessor shall not be at liberty to lease or agree to lease the Demised Premises for use for the purposes hereby permitted to any person other than the Lessee for a period of twenty-four (24) months following the date of expiration of this Lease on terms more favourable than those contained in the aforesaid notice without first offering to lease the Demised Premises to the Lessee on the same terms and conditions as those which the Lessor is prepared to offer such other person.

CLAUSE 21 RIGHT OF FIRST REFUSAL TO PURCHASE

21.1 Right of First Refusal to Purchase

So long as the Lessee is a related or subsidiary corporation of the Holding Company (which for the purpose of this Clause means Coles Myer Ltd ACN 004 089 936) the Lessor shall not at any time during the term of this Lease or any period of holding over or renewal thereof sell or transfer the Land or any part thereof (such sale or transfer to be subject always to the foregoing provisions of this Lease) otherwise than by public auction without first offering the same to the Lessee at the same price and on the same terms as to payment as those upon which the Lessor is willing to sell the same and such offer by the Lessor to sell the Land or any part thereof to the Lessee shall be made in accordance with the following:

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- 21.1(a) the Lessor shall give notice in writing to the Lessee of its intention to sell the Land or any part thereof and with such notice shall deliver to the Lessee a form of Contract of Sale containing the terms upon which the Lessor is willing to sell the Land or any part thereof;
- 21.1(b) if the Lessee or another related company of the Holding Company wishes to purchase the Land or any part thereof it shall within thirty (30) days after the date of receipt of such notice cause such form of Contract of Sale to be executed by the Lessee or such other related body corporate as aforesaid and after execution to be delivered to the Lessor accompanied by a bank cheque for the deposit specified in the Contract of Sale and thereupon such Contract of Sale shall have been entered into by both the Lessor and the party executing the same as purchaser and shall be binding upon them;
- 21.1(c) if the Lessee or a subsidiary or related body corporate of the Holding Company shall not within the said period of thirty (30) days deliver such executed Contract of Sale to the Lessor or if within that period the Lessee shall signify to the Lessor *its intention not to purchase the Land or any part thereof* then the Lessor shall be at liberty at any time within a period of six (6) months from the expiration of the said period of thirty (30) days or within a period of six (6) months from the Lessee signifying to the Lessor its intention not to purchase to sell the Land or any part thereof to any other purchaser **PROVIDED THAT** such sale is made at a price and on terms as to payment not more favourable to the purchaser than those contained in the form of Contract of Sale previously delivered by the Lessor to the Lessee; and
- 21.1(d) if the Lessor shall not sell the Land or any part thereof within the time and in the manner set forth in the preceding paragraph of this Clause then the Lessor shall not thereafter sell the Land or any part thereof to any other purchaser without once again complying with the provisions of this Clause.

21.2 Related Body Corporate of Lessor

This right of first refusal to purchase shall not apply in the case of a purchase by or transfer to a related body corporate of the Lessor provided that such purchaser or transferee enters into a covenant to be bound by the terms of the right of first refusal as set out above.

CLAUSE 22 RIGHTS OF FIRST REFUSAL RUN WITH LAND

22.1 Rights of First Refusal Run With Land

The parties acknowledge that it is their intention that the *rights of first refusal* granted by Clauses 20 and 21 run with the Land and are to be binding on the successors in title of the Lessor. In the event of the Lessor assigning or otherwise disposing of the reversion of this Lease the Lessor shall obtain a covenant from the assignee or disponent to be bound by the terms of the rights of first refusal as set out above and the Lessor shall on producing such covenant to the Lessee be fully discharged of its obligations to grant any of the rights of first refusal as set out above.

CLAUSE 23 CONFIDENTIALITY

23.1 Confidentiality

The terms and conditions of this Lease are strictly confidential ("confidential information") and neither the Lessor or the Lessee shall disclose any of the confidential information directly or indirectly use, deal with, whether for that party's own benefit or otherwise or disclose to any person, firm or body corporate any of the confidential information except with the prior written consent of the other party or as required by law or on a confidential basis to the professional consultants of that party or as may be necessary for any legal proceedings concerning this Lease.

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CLAUSE 24 CONCURRENT LEASE

24.1 Effect of Concurrent Lease

The Lessor and the Lessee hereby agree and confirm that:

- (a) this Lease is subject to the lease dated 17th January 1978 between G J Coles & Coy Ltd as lessor and the Mayor Councillors and Citizens of the City of South Barwon as lessee (a copy of which is annexed hereto as Appendix F and being herein called "the Concurrent Lease"),
- (b) the Concurrent Lease shall be concurrent with the lease of the Demised Premises hereunder except that so far as the land being the subject of the *Concurrent Lease* is concerned this Lease hereunder shall operate as a lease of the reversion immediately expectant thereon,
- (c) the Lessee shall assume all of the rights and obligations of "the Lessor" as referred to in the Concurrent Lease save and except the Lessee shall be indemnified by the Lessor in respect of, or may require the Lessor to perform, any obligation under the Concurrent Lease to the extent that the obligation would not have been an obligation of the Lessee under this Lease if the Concurrent Lease did not exist, and
- (d) a variation, surrender or termination of the Concurrent Lease can only be made by and at the absolute discretion of the Lessee or with the Lessee's consent (which may be withheld in its absolute discretion) and the Lessor will do all acts and things at the request or direction of the Lessee to vary, surrender or terminate the Concurrent Lease PROVIDED THAT:
 - (i) any rights created by any such variation shall not extend beyond the expiration or sooner determination of the Term,
 - (ii) such variation shall not result in the area which is the subject of the Concurrent Lease being used other than for car parking or such other use or purpose which is not inconsistent with this Lease, and
 - (iii) in the event of the Lessee assigning the Lease to any party (other

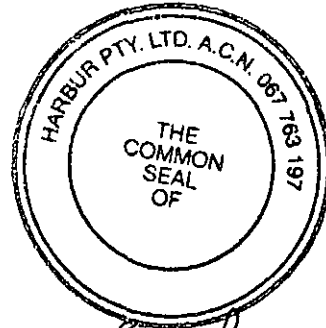
than any of the parties as referred to in Clause 12.5 hereof), such assignee may only vary, surrender or terminate the Concurrent Lease with the consent of the Lessor which consent shall not be unreasonably withheld.

24.2 Effect of termination of Concurrent Lease

It is hereby further acknowledged and agreed that in the event of the Concurrent Lease being surrendered or terminated for any reason whatsoever then the land the subject of the Concurrent Lease shall with effect from the date of such surrender or termination for all purposes comprise part of the "Land" and the "Demised Premises" as defined hereunder and this Lease shall thereafter be read, construed and applied accordingly and the Lessee shall have no obligation to pay any additional rent to the Lessor consequent upon the surrender or termination of the Concurrent Lease.

IN WITNESS WHEREOF the parties hereto have caused this Deed to be executed the day and year first hereinbefore written.

THE COMMON SEAL of HARBUR
PTY LTD ACN 067 763 197 was
hereunto affixed in accordance with its
Articles of Association in the presence of:



Director

TREVOR JOHN BURGESS
(NAME PRINTED)

Secretary

YVONNE JOY BURGESS
(NAME PRINTED)

EXECUTED by COLES
SUPERMARKETS AUSTRALIA PTY
LTD ACN 004 189 708 by being Signed
Sealed and Delivered by its Attorney

RONALD STANLEY MALONEY
under Power of Attorney dated
5 June 1992

who states that he has no knowledge of
the revocation thereof in the presence of:

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JENNIFER E BRAND
COLES SUPERMARKETS AUSTRALIA PTY LTD
ACN 004 189 708
Bldg 2, 301 Burwood Hwy, Burwood Vic 3125

A Solicitor holding a current Practising
Certificate pursuant to the Legal Profession
Practice Act 1958

APPENDIX A

1. LESSOR:
(Clause 1.13)

HARBUR PTY LTD

ACN 067 763 197 of level 2, 83 Moorabool Street, Geelong, Victoria, 3220

2. LESSEE:
(Clause 1.12)

COLES SUPERMARKETS AUSTRALIA PTY LTD

ACN 004 189 708 of 800 Toorak Road, Tooronga, Victoria, 3146

3. LAND:
(Clause 1.10)

Certificates of Title Volume 10017 Folio 395, Volume 5168 Folio 578, Volume 8145 Folios 422 and 423, Volume 8375 Folio 864 and Volume 9761 Folio 106 together with the land referred to in Conveyance dated 5th December 1990 between Coles Myer Ltd as vendor and Barkly Square Shopping Centre Pty Ltd as purchaser registered No. 810 Book 881 at the Office of the Registrar-General

4. TERM:
(Clause 1.20)

Ten (10) years

5. OPTIONS FOR RENEWAL:
(Clause 17.1)

Three (3) further terms of five (5) years each commencing on, respectively:-

- (i) the 19th day of FEBRUARY 2006;
- (ii) the 19th day of FEBRUARY 2011;
- (iii) the 19th day of FEBRUARY 2016;

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6. **DATE OF COMMENCEMENT:**
(Clause 1.5)

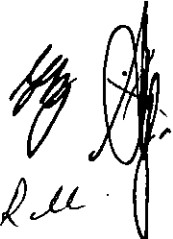
The 19th day of FEBRUARY 1996



Handwritten signatures and initials, including 'R.L.L.' and a large signature.

7. **DATE OF TERMINATION:**
(Clause 1.6)

The 18th day of February 2006



Handwritten signatures and initials, including 'R.L.L.' and a large signature.

8. **USE OF DEMISED PREMISES:**
(Clause 4.1)

Supermarket including, at the Lessee's option, the sale or disposal of liquor or any other activities incidental thereto.

9. **AREAS AND PROPORTION**
(Clauses 1.14)

Lettable Area of the Demised Premises is the total area of the Land.

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APPENDIX B

(Rent Clause 3)

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1. RENT PERIODS

The Term of this Lease and any renewal term shall be divided into Rent Periods of five (5) Lease Years each.

2. BASE RENT

2.1 Base Rent shall be One hundred and fifty eight thousand six hundred and twenty four dollars (\$158,624.00) per annum for each Lease Year during the first Rent Period.

2.2 Base Rent for each Lease Year of the second and each subsequent Rent Period shall be equal to one third (1/3) of the total of Base Rent and Percentage Rent (if any) payable during the last three (3) Lease Years of the preceding Rent Period.

Pending determination of the Base Rent payable during any Rent Period whether during the original term of this Lease or any renewed term the Base Rent shall be the rate of Base Rent applicable during the preceding Rent Period. When the determination is made the Base Rent shall be adjusted retrospectively to the anniversary of the Date of Commencement which marks the commencement of the Rent Period in respect of which the determination has been made.

3. PERCENTAGE RENT (Clause 3.2)

The Percentage Rent payable shall be an amount equal to 1.5 per centum (1.5%) of the amount by which the Lessee's Gross Sales during each Lease Year exceeds the annual Base Rent payable for that Lease Year multiplied by sixty six and two thirds (66⅔%).

4. MINIMUM RENT

No item.

5. ACCOUNTING FOR PERCENTAGE RENT (Clause 3.2)

Thirty (30) days after the expiration of each Lease Year and thirty (30) days after the expiration or earlier determination of this Lease the Lessee shall calculate and pay the Percentage Rent in accordance with Item 3 of Appendix B hereto.

APPENDIX C

**Demised Premises Plan
(Clause 1.17)**

Not applicable

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APPENDIX D

Assessments and Charges in respect of Demised Premises and payable by Lessee

(Clause 3.8)

- (a) land tax which shall be calculated as if the Land which is demised to the Lessee were the only land owned by the Lessor and not subject to any trust;
- (b) rates fire services levies taxes in the nature of rates charges assessments outgoings and impositions whatsoever of a non-capital recurring or periodic nature (whether parliamentary municipal or otherwise and whether assessed charged or imposed by or under Federal or State law or by Federal State or local authorities) which may at any time after the Date of Commencement be assessed charged or imposed in respect of the Demised Premises or any part thereof but excluding any such rates taxes charges assessments outgoings and impositions which are in the nature of income tax capital gains tax or similar tax payable by the Lessor.

PROVIDED THAT the amount (if any) to which the Lessee is liable to pay or contribute under this Appendix D shall, where such amount has been assessed against the Lessor, be reduced by the amount of any reductions or concessions received or receivable by the Lessor.

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APPENDIX E

Additional Covenants upon Assignment of Lease

(Clause 12.1(b))

1. (a) Clause 11.2(a) shall be amended by placing the obligation to insure onto the Lessor.
- (b) Clause 11.2(b) shall be deleted.
- (c) Appendix D shall be amended by adding a new Clause:
 - "(c) insurance premiums for policies of the type described in Clause 11.2 hereof."
2. A new Clause 3.16 shall be added:

"3.16 Excess Premium on Lessor's Insurance

Within twenty-eight (28) days of demand by the Lessor the Lessee shall pay the Lessor all extra or excess premiums and other charges (if any) for insurances effected by the Lessor payable on account of extra risk caused by the use to which the Demised Premises are put by the Lessee **PROVIDED THAT** the provisions of this Clause shall not apply to any extra or excess premiums which are payable on account of any activity which is a normal and usual activity within the use permitted under Clause 4.1 hereof."

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APPENDIX F

**(Lease to the Mayor Councillors and Citizens of the
City of South Barwon)**

BELMONT

(Clause 24)

As attached

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APPENDIX F

AGREEMENT made the seventeenth day of January one thousand nine hundred and seventy-eight BETWEEN G.J. COLES & COY. LIMITED of 236 Bourke Street Melbourne (hereinafter called the Lessor) of the one part and THE MAYOR COUNCILLORS AND CITIZENS OF THE CITY OF SOUTH BARWON of 33 Mount Pleasant Road Belmont (hereinafter called the Council) of the other part WHEREBY the Lessor lets and the Council takes ALL THAT piece of land delineated and coloured red on the plan attached hereto from the first day of March one thousand nine hundred and seventy-eight on the terms and conditions hereinafter set out and the Council covenants and agrees with the Lessor as follows:-

1. TO pay the Lessor a rental of One Dollar (\$1) per annum if demanded.
2. TO permit the Lessor to retain existing advertising signs on the said land or on other land in the locality controlled by the Lessor and to permit the erection of additional signs which conform with Council requirements.
3. TO permit customers of the Lessor or of the Lessor's tenant to bring and leave shopping trolleys onto the said land.
4. TO have the said land brought under the provisions of the Road Traffic Act to enable same to be controlled by it and to erect traffic signs and parking signs designating a two (2) hour parking time limit and to mark the surface for such purposes.

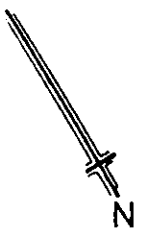
IT IS MUTUALLY AGREED between the parties hereto as follows:-

- A. This lease may be terminated on 30 days written notice by either Party.
- B. The Lessor shall be responsible for the maintenance and lighting of the said land and shall keep the same in good order and repair and in a clean condition.
- C. The Council shall have sole control of the said land subject to the terms and conditions contained herein until the said land is brought under the provisions of the Road Traffic Act.

Any restrictions to be imposed on the said land or the use thereof during the currency of this lease and whilst the said land is subject to the provisions of the Road Traffic Act shall be mutually agreed upon by the parties hereto before same are imposed and indicated by signs and markings, PROVIDED that if such restrictions are necessitated by virtue of the Road Traffic Act or the Regulations made thereunder or by direction of the Road Safety and Traffic Authority those restrictions shall be given effect without the need for prior agreement by the Lessor.

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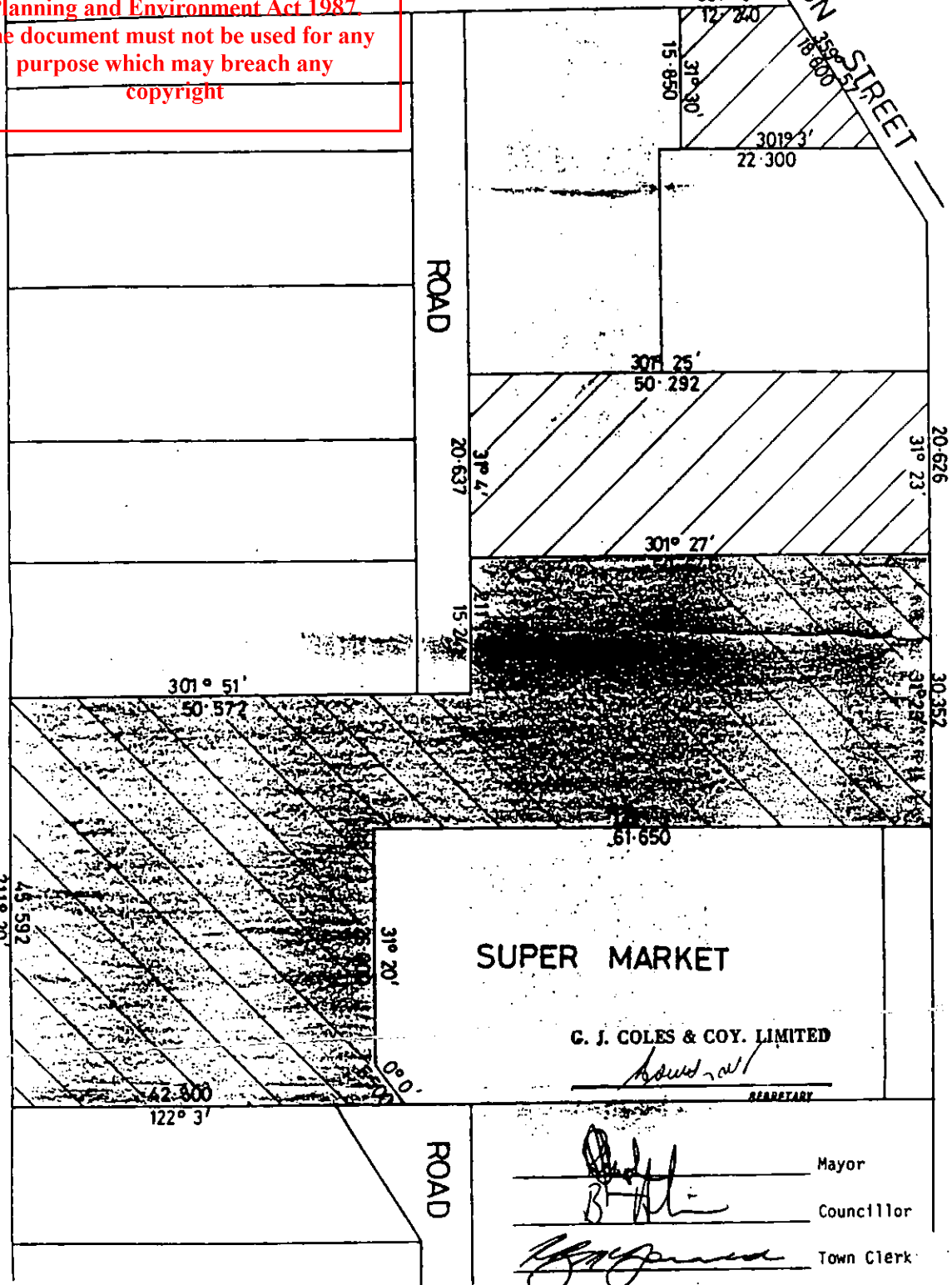
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HIGH STREET

CHURCH STREET

THOMSON STREET



SUPER MARKET

G. J. COLES & COY. LIMITED

Howard
SECRETARY

[Signature] Mayor
[Signature] Councillor
[Signature] Town Clerk

A. H.G. 15-2-77 BEARINGS REVISED.

1:500

CITY OF SOUTH BARWON


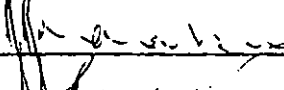
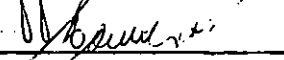
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Survey		I.B. No	
Design	I. MORRIS	F.B. No	
Drawn	I. MORRIS	Checked	
Traced	H. GAYLARD		

COLES NEW WORLD CAR PARK
BELMONT


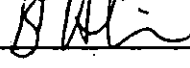



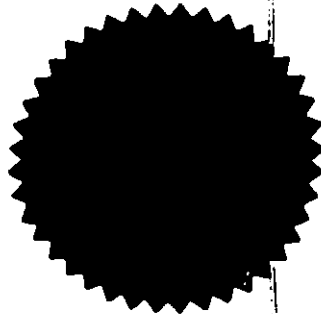
IN WITNESS WHEREOF these presents have been executed the day and year first hereinbefore written.

THE COMMON SEAL of G.J. COLES & COY. LIMITED was hereunto affixed by order of the Directors.


Director

Director

Secretary

THE COMMON SEAL of THE MAYOR COUNCILLORS AND CITIZENS OF THE CITY OF SOUTH BARWON was hereunto affixed in the presence of


Mayor

Councillor

Town Clerk



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