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(k) any other outgoings of whatever nature which are now or may during the term or any period of overholding be charged to or payable by the landlord in respect of or in connection with the premises unless expressly excluded in the Schedule.

2.2 If an outgoing relates to a period outside the term or a period of over-holding it will be apportioned.

2.3 If an outgoing is not separately assessed or charged in relation to the premises, to pay or reimburse a portion calculated on the proportion which the lettable area of the premises bears to the lettable area of the whole of the land or the building to which the outgoing relates, unless some other manner of apportionment is set out in the Schedule.

2.4 If the Act applies, to pay that proportion of the outgoings -

(a) that benefit all premises in the building: the proportion that the lettable area of the premises bears to the lettable area of the building, as stated in the Schedule;

(b) that benefit the premises and only some of the other premises in the building: the proportion that the lettable area of the premises bears to the lettable area of all premises that together share the benefit of the outgoing;

(c) that benefit only the premises: 100%.

3. Building operating expenses

3.1 During the term and any over-holding to pay, or to repay the landlord within 14 days of demand, a proportionate share of all expenses paid or incurred by the landlord in operating, managing, equipping, lighting, repairing, and maintaining the building including (without limitation) lavatories, sanitary services, cleaning, fire protection, essential safety measures, insurance premiums in respect of liability and other risks which the landlord reasonably requires.

3.2 The tenant's proportion of the expenses will be determined in the same manner as that referred to in clause 2.4 unless -

(a) some other way of apportioning the expenses is described in the Schedule; or

(b) the Act applies to an expense, in which case the tenant's proportion must exclude an expense that the landlord is not permitted to recover from the tenant; or

(c) legislation (by way of example, but not limited to, the Building Act 1993) applies to an expense, in which case the tenant's proportion must exclude the proportion, if any, of the expense that the legislation prohibits the landlord recovering from the tenant.

4. Insurances

4.1 To effect and keep current during occupation of the tenant a public liability policy in the name of the tenant for an amount of not less than \$20 million or such higher amount as the landlord may reasonably require from time to time. The policy must be placed with an insurer approved by the landlord, approval not to be unreasonably withheld. The tenant must produce evidence of the currency of the insurance, within seven days of a request to do so.

4.2 Not to do, allow, or acquiesce in anything being done at the premises or the building which may result in a policy of insurance relating to the premises becoming void or voidable or which may allow an insurer to decline a claim under a condition or exclusion contained in the policy or policies or otherwise or which may result in the premium being increased. If a premium is increased, the tenant must promptly pay or reimburse the increase (Note: this obligation applies even if the tenant pays rent on a gross lease basis).

4.3 To pay or reimburse the landlord for any excesses on insurance claims, or to pay the expense of works or repairs where the expense of the works or repairs would be less than the excess payable on an insurance claim, if an insurance claim had been made.

4.4 To effect and keep current during the tenant's occupation of the premises an insurance policy covering the tenant's and others goods at the premises for their current reinstatement or replacement cost against damage or destruction by fire, water, theft, malicious and accidental damage, storm, lightning and tempest, earthquake, explosion, impact by vehicles and aircraft and articles dropped from aircraft.

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5. Maintenance and repairs

- 5.1 During the term and any period of over-holding to maintain and keep in the state of repair existing on the commencement date of the term -
- (a) the exterior (including - but not limited to - fences, landscaped areas, vehicle parking areas, pathways, driveways and hard-stand areas) and the interior of the premises and the landlord's fixtures and fittings at the premises. The landlord's fixtures and fittings installed at the premises on the commencement date of the initial term are set out in the Schedule; and
 - (b) any roller shutter doors and electronically operated gates comprised in the landlord's fixtures and fittings by engaging the services of an appropriate contractor approved by the landlord and to produce evidence of the engagement and maintenance to the landlord or the managing agent on request fair wear and tear and damage to the premises or the landlord's fixture and fittings by fire or other cause not attributable to the default or negligence of the tenant or the negligence of the tenant's licensees or invitees excepted.
 - (c) For the avoidance of doubt, "commencement date of the term" means the commencement date of the initial term, if the lease is renewed for a further term or terms.
- 5.2 If during the term or a period of over-holding alterations or additions are made to the premises or to the landlord's fixtures and fittings installed at the premises, to maintain them in the condition they were in when made, subject to the exceptions to clause 5.1.
- 5.3 To replace with a similar article of at least equal value any landlord's fixture or fitting destroyed, lost, or so badly damaged that it cannot be satisfactorily restored to its former condition, subject to the exceptions to clause 5.1.
- 5.4 Damage to or deterioration in the condition of the premises or the landlord's fixtures and fittings or both will not be attributable to fair wear and tear if it is wholly or partly brought about because the tenant has not or has inadequately carried out maintenance or repairs or has permitted, allowed or acquiesced in -
- (a) structural loadings being exceeded;
 - (b) vehicles with inappropriate tyres or tracks or of excessive weight or size being used at or allowed on the premises;
 - (c) the fixtures and fittings of the landlord or the tenant being used in a manner inconsistent with their purpose;
 - (d) inadequate rubbish or waste removal, cleaning, gardening, lawn mowing or pest control.
- 5.5 During the term and any period of over-holding to -
- (a) thoroughly cleanse the inside and outside of the external and internal windows of the premises at least once in every three months (calculated beginning on the commencement date of the term) and also when otherwise reasonably required from time to time by the landlord or managing agent;
 - (b) keep all drains waste pipes, gutters, spouting, rain-heads, and downpipes which exclusively serve the premises clean and free of debris;
 - (c) only remove the landlord's fixtures and fittings from the premises if it is necessary to do so to have them repaired or replaced, and then only if the landlord or managing agent has first given written consent;
 - (d) only engage a person to maintain, alter, repair, install or make alterations or additions to the premises or to carry out repairs to or removal of the landlord's fixtures and fittings if the landlord or the managing agent has first given written approval, which will not be unreasonably withheld;
 - (e) promptly unblock or repair or both the sewers, drains, wash basins, sinks, showers, lavatories, sanitary apparatus, washing facilities and mechanical installations in or serving the premises. Workmanship and materials to be to the reasonable satisfaction of the landlord or the managing agent. The tenant acknowledges having inspected these items on or before the commencement date and on inspection they were found to be unblocked and undamaged;
 - (f) promptly replace broken or damaged glass, including float or plate glass, of the external and internal windows and other broken or damaged glass with glass conforming to the then applicable Australian Standard, whether or not the tenant is responsible for the breakage or damage and notwithstanding the exception to clause 5.1. Materials and workmanship to be to the reasonable satisfaction of the landlord or the managing agent;

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- (g) promptly repair or replace window or door fittings (including - but not limited to - frames, handles, fastenings and locks), light fittings, light globes, fluorescent tubes and starters, keys, key cards, and remote controls that are broken, become defective, or are mislaid, notwithstanding the exception to clause 5.1. Replacement parts, materials and workmanship are to be to the reasonable satisfaction of the landlord or the managing agent;
- (h) promptly remove graffiti from the premises, with the exception of that existing at the commencement of the initial term;
- (i) keep the premises free of pests and vermin by engaging qualified contractors approved by the landlord or the managing agent, approval not to be unreasonably withheld.

6. Alterations and additions

6.1 Before -

- (a) making structural alterations or additions to the premises; or
- (b) removing or relocating existing partitions, fixtures or fittings from or within the premises; or
- (c) installing partitions or other fixtures or fittings in the premises; or
- (d) decorating or redecorating the premises;

to obtain the written consent of the landlord or the managing agent.

6.2 Subject to clause 6.3, when giving consent the landlord or the managing agent may impose reasonable conditions. Reasonable conditions include (but are not limited to) provision of full-size approved plans and other working drawings, detailed specifications, complete and legible copies of permits, approvals and/or certificates, engineer reports, insurance, details of materials, and contractors being approved as required by clause 5.5(d).

6.3 The landlord or the managing agent may refuse consent if the giving of it will result in the Landlord having to undertake works to upgrade the premises or the building in which the premises are located to meet then current requirements of building laws.

7. Notice of accidents to premises/building

7.1 To promptly give written notice to the landlord or to the managing agent on becoming aware of an accident to or a defect in -

- (a) the premises; or
- (b) the building, if affecting access to the premises; or if affecting -
 - (i) water; or
 - (ii) sewerage; or
 - (iii) gas; or
 - (iv) electrical; or
 - (v) essential safety

fixtures and fittings connected to or serving the premises.

8. Inspecting the premises

8.1 The landlord, the managing agent or both may enter and inspect the premises on giving 24 hours prior written notice and at any time without notice, if there is an emergency.

8.2 On inspecting the premises the landlord, the managing agent or both will -

- (a) cause as little inconvenience as possible in the circumstances to the tenant; and may
- (b) bring with them any person, equipment and materials considered appropriate in the circumstances.

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9. Tenant to clean, repair and make good damage

- 9.1 To keep the premises in a thoroughly clean and tidy condition.
- 9.2 To store rubbish, garbage, and trade waste on the premises in secure containers and have it regularly removed at appropriate intervals.
- 9.3 To repair and make good to the reasonable satisfaction of the landlord or the managing agent any damage to the premises for which the tenant is responsible under the terms of this lease, within 14 days (or a shorter period if reasonable in the circumstances) after having been given written notice stating the damage.
- 9.4 The landlord or the managing agent or others on their behalf may enter the premises bringing equipment and materials and repair and make good the damage, if the tenant does not do so within the time stated in the written notice.
- 9.5 To pay, or repay on demand, to the landlord or the managing agent all reasonable amounts spent in connection with repairing and making good the damage for which the tenant is responsible including (but not limited to) labour, equipment, materials, approvals, permits, certificates, professional services, bank or financiers' charges and interest.

10. Returning the premises to the landlord

- 10.1 When the term or any over-holding comes to an end (whether by the passing of time or otherwise), to return the premises to the landlord in the required condition and at the time of doing so will have -
 - (a) removed the tenant's fixtures and fittings and goods including signage and advertising;
 - (b) made good any damage to the premises and/or the building resulting from or arising in connection with the installation or removal of the tenant's fixtures and fittings and goods; and
 - (c) reinstated the premises to the condition that existed when the first term of the lease commenced, if there has been a previous term or previous terms; and
 - (d) cleansed and tidied the premises and the landlord's fixtures and fittings.
- 10.2 If the tenant does not comply with clause 10.1(a) the landlord or the managing agent may dispose of the tenant's fixtures and fittings and goods in the manner permitted by the Australian Consumer Law and Fair Trading Act 2012 for the disposal of uncollected goods.
- 10.3 For the avoidance of doubt, "in the required condition" means in a condition consistent with the tenant's due performance of the obligations in clauses 5 and 9 and 11.3.

11. Signs

- 11.1 Before placing a sign on the premises to -
 - (a) obtain the written consent of the landlord or the managing agent, which may be subject to reasonable conditions; and
 - (b) obtain any permit(s) required and keep them current; and
 - (c) promptly provide a complete, legible copy of any permit(s) to the landlord or the managing agent.
- 11.2 A sign will comply with the law and be -
 - (a) displayed as required by the consent and permit(s);
 - (b) securely fastened;
 - (c) maintained in good condition; and
 - (d) removed when the lease ends.
- 11.3 On removing a sign, to make good damage to the premises or the building caused in connection with its installation, use or removal.

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12. Use of the premises

- 12.1 If an approval or a consent or a permit or any or all of them is necessary to use the premises for the permitted use, to -
- (a) obtain it; and
 - (b) comply with it; and
 - (c) keep it current; and
 - (d) promptly give a complete, legible copy of it and any renewal of it to the landlord or the managing agent.
- 12.2 To use the premises for the permitted use specified in the Schedule and no other.
- 12.3 To carry on the permitted use at the premises during the usual business hours for the permitted use.
- 12.4 Not to discontinue the permitted use either temporarily or permanently, without the prior written consent of the landlord or the managing agent.
- 12.5 To comply with laws relating to the premises or the permitted use. But structural alterations or additions do not have to be made, unless necessary in connection with the permitted use.
- 12.6 In using the premises not to do, allow, or acquiesce in anything that may -
- (a) be illegal; or
 - (b) create noise levels above those acceptable from time to time for the permitted use and in any event not use radio, television or other media at a volume audible outside the premises; or
 - (c) create a danger or health risk to those on the premises or to the public; or
 - (d) create a nuisance or disturb an owner or occupier of adjacent premises or nearby property; or
 - (e) result in structural loadings being exceeded; or
 - (f) adversely affect the landlord's insurance resulting in -
 - (i) a policy becoming void or voidable; or
 - (ii) a premium or deductible being increased; or
 - (iii) a claim being rejected.
- 12.7 Not to permit, allow, or acquiesce in an animal, fish, bird, or reptile being on the premises.
- 12.8 Not to conduct, allow or acquiesce in an auction at or from the premises, without the prior written consent of the landlord or the managing agent.
- 12.9 Not to hold, allow or acquiesce in the holding of a public meeting at, in or from the premises, without the prior written consent of the landlord or the managing agent.

13. Occupational Health and Safety Act 2004 (OHSA)

- 13.1 The tenant acknowledges and agrees it has management and control of the premises for the purposes of the OHSA.
- 13.2 To observe and comply with the requirements imposed on the tenant by the OHSA. In particular and without limiting the generality of the foregoing, the tenant will maintain free of obstruction all means of entry and exit at, and so far as is reasonably possible in the immediate vicinity of, the premises.
- 13.3 To give written notice to the landlord or to the managing agent as soon as possible on becoming aware of an actual or a potential issue at, or in the vicinity of, the premises affecting occupational health and safety.
- 13.4 To hold the landlord and the managing agent indemnified against all costs, expenses, claims, demands, actions, judgements, or orders incurred by or made against the landlord or the managing agent in connection with or in relation to the tenant's failure to observe and comply with the requirements imposed on it by the OHSA and regulations and by this clause.

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14. Assignment and sub-letting

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

14.2 Not to -

- (a) assign; or
- (b) sub-let; or
- (c) licence; or
- (d) part with occupation of

the premises or the tenant's legal or equitable interest in the premises unless the landlord or the managing agent has in each instance given prior written approval.

14.3 Subject to clause 14.4, the landlord or the managing agent will not unreasonably refuse approval.

14.4 It is not unreasonable for the landlord or the managing agent to refuse approval if -

- (a) the Act will then apply, if it did not apply when consent was sought;
- (b) the permitted use is to change;
- (c) the tenant has unpaid rent or outgoings;
- (d) the tenant has not made good a notified default;
- (e) no, or insufficient, details about the assignee, sub-tenant, licensee or person who will occupy the premise are provided;
- (f) the landlord or the managing agent is of the reasonable opinion the assignee, sub-tenant, licensee or person who will occupy the premises lacks sufficient means, ability, or business experience to carry on the permitted use - or, if it is proposed the permitted use be changed, the permitted use as proposed - and comply with the lease, on the basis of information provided;
- (g) the documents for the assignment, sub-letting, licensing, or parting with occupation are not reasonably acceptable to the landlord, the landlord's managing agent, or Australian legal practitioner or conveyancer;
- (h) all reasonable costs and expenses incurred by the landlord in relation to or in connection with giving approval have not been paid by the tenant;
- (i) the tenant, the assignee, sub-tenant, licensee or person taking occupation of the premises has not signed the documents for the transaction, at the time the landlord is to sign the documents;
- (j) the tenant or a guarantor of the tenant will be released from their obligations on the assignment, sub-lease, licence, or parting with occupation;
- (k) if the assignee, sub-tenant, licensee or person taking occupation of the premises is required to provide a guarantee and indemnity in favour of the landlord, the guarantee and indemnity is not in a form approved by the landlord's Australian legal practitioner.

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15. Reletting, sale and other rights of entry

15.1 To allow -

- (a) the affixing of "For Lease" and "For Sale" / "Auction" signs to the premises, in positions that do not unreasonably interfere with the tenant's business; and also
- (b) on receiving 24 hours prior written notice, prospective tenants or purchasers, on being accompanied by the landlord or the managing agent, and also valuers, who do not have to be accompanied, to enter and inspect the premises at reasonable times and when doing so to make photographic and video images of the premises; and also
- (c) on receiving 24 hours prior written notice, except if there is an emergency in which case no prior notice is required, others having a contractual right, under a contract with the landlord or the managing agent, to come on to and remain on the premises from time to time with necessary personnel, plant, equipment and materials for the purposes of attending to the landlord's obligations under this lease or obligations under laws applicable to the premises or the building,

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16. Security deposit

- 16.1** Before taking possession of, or being provided with occupation of, the premises and thereafter from time to time during the term or any period of over holding to provide a security deposit in cash or a bank guarantee, as may be required by the landlord, in the amount specified in the Schedule.
- 16.2** A bank guarantee provided as the security deposit will be -
- (a) in a form reasonably required by the landlord or the managing agent and which does not specify an expiry date;
 - (b) provided by a bank listed by the Australian Prudential Regulation Authority as -
 - (i) an Australian-owned bank; or
 - (ii) a foreign subsidiary bank; andin either case
 - (iii) must have an office at Melbourne at which payment will be made, on presentation of the bank guarantee;
 - (c) handed to the landlord or the managing agent as provided in clause 16.1
- 16.3** The landlord or the managing agent will hold the security deposit and may use it if-
- (a) a payment to be made by the tenant to the landlord is not made within 14 days of the due date for payment;
 - (b) a default is not made good as required by notice;
 - (c) the premises are not returned to the landlord in the required condition when this lease or any overholding ends.
- 16.4** The landlord or the managing agent is not required to advise the tenant before using the security deposit.
- 16.5** To maintain the security deposit at the required amount during the term and any over-holding.
- 16.6** If the security deposit is not sufficient to -
- (a) meet a payment; or
 - (b) make good a default; or
 - (c) put the premises into the required condition
- to pay the additional amount required to do so on demand.
- 16.7** Not to fail or refuse to make a payment because it may be met in part or entirely from the security deposit.
- 16.8** If the security deposit is provided in cash, not to permit, allow or acquiesce in a financing statement being registered over it, except by the landlord.
- 16.9** To provide information, sign documents and do anything else required to allow the landlord to -
- (a) register a financing statement over the security deposit; or
 - (b) either comply with obligations or enforce rights or both under the PPSA
- and even though this lease has expired or come to an end.
- 16.10** Notice of a verification statement under section 157(1) of the PPSA is not required.
- 16.11** If in the reasonable opinion of the landlord or the managing agent the premises are in a clean and tenantable condition at the date on which the tenant vacates and the tenant has otherwise complied with the tenant's obligations, the security deposit will be repaid or the bank guarantee returned within 14 days after the date on which the landlord or the managing agent determine the premises are in such a condition.

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17. Interest

- 17.1 To pay interest on any monies payable to the landlord which are not paid on the due day for payment (monies overdue), if demanded.
- 17.2 The rate of interest will be that fixed from time to time under section 2 of the Penalty Interest Rates Act 1983.
- 17.3 Interest will be calculated and charged on the monies overdue from time to time beginning on the day after the day on which payment is due to and including the day on which the monies overdue are paid in full.

18. Landlord's costs and expenses / stamp duty

- 18.1 To pay, or to repay, on demand: -
- (a) The landlord's reasonable managing agent's, legal or conveyancer's costs and out-of-pocket expenses incurred in connection with -
 - (i) the negotiation, preparation, settling and signing of this lease;
 - (ii) a default by the tenant;
 - (iii) a request to give or obtain a consent or an approval, whether or not given or obtained;
 - (iv) a variation, surrender or assignment of this lease;
 - (v) a renewal of this lease;
 - (b) Stamp duty (if any) assessed in connection with this lease or a renewal of it.
- 18.2 If the Act applies, the landlord may only recover costs and out-of-pocket expenses as permitted by the Act.

The landlord covenants and agrees with the tenant as follows -

19. Quiet enjoyment

- 19.1 If the tenant -
- (a) pays the rent, outgoings and other expenses payable by the tenant under the terms of this lease when due; and
 - (b) carries out and complies with the tenant's other obligations the tenant may, subject to the rights of entry set out in this lease, occupy and use the premises for the permitted use during the term and any over-holding without interruption by the landlord or a person rightfully claiming through, under, or in trust for the landlord.

20. Access to the premises

The tenant may use in common with others the usual means for entering and leaving the premises, during the term or any over-holding.

21. Insurance

To provide the tenant with details of insurance covers taken out by the landlord in relation to the premises, on receiving written request.

The landlord and the tenant covenant and agree with each other as follows -

22. Over-holding

- 22.1 If the tenant does not have an option to renew this lease for a further term or if having an option to renew does not exercise it in the required manner, then if at least 3 months before the term expires, unless otherwise agreed in writing -
- (a) the tenant has not given the landlord written notice of intention to vacate the premises; or
 - (b) The landlord has not given the tenant a written notice requiring possession of the premises on the day after the day on which the term expires -
 - (i) the tenant will be a tenant from month-to-month; and

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- (ii) on the terms and conditions of this lease, so far as they are applicable to a monthly tenancy; and
- (iii) the monthly rent will be the same as that payable when the term expired, unless otherwise agreed; and
- (iv) the landlord may vary the monthly rent on giving one month's prior written notice; and
- (v) the landlord or the tenant may end the tenancy at any time by giving three months prior written notice.

23. Further term

23.1 If the tenant may renew this lease for a further term as specified in the Schedule, the tenant may do so if -

- (a) rent and other payments to be made by the tenant are not in arrears; and
- (b) there is no un-remedied default of which written notice has been given by the landlord; and
- (c) there have been no persistent defaults during the term of which written notices have been given by the landlord; and
- (d) written notice of the renewal dated and signed by the *tenant is given to the landlord or the managing agent not more than 3 months before and no later than 5:00 pm on the last day to exercise the option set out in the Schedule. (*if there is more than one tenant, each must sign the notice)

23.2 The lease for the further term will be on the terms and conditions of this lease, except -

- (a) this clause 23 will be omitted, if there is no further term; or
- (b) if there is a further term(s) remaining, the lease will be altered to omit the renewed further term;
- (c) if the rent for the further term is to be agreed and there is no agreement within 30 days before the commencement date of the further term then - unless before the 30 days ends some other period of time has been agreed for concluding an agreement about the rent - the rent for the further rent will be determined as set out in clause 24.2.

24. Review of the rent to market

24.1 The rent -

- (a) then payable on the terms of this lease; or
- (b) the rent as agreed or determined for the then current further term

will be reviewed to the current market rent of the premises (the rent) on each market review date specified in the Schedule.

24.2 If the Act does not apply and the rent for a further term has not been agreed as provided in clause 23.2 (c) or within 60 days after a market review date, the rent will then be determined, as follows -

- (a) the landlord or the tenant or both may apply to the REIV for the appointment of a valuer to determine the rent;
- (b) the landlord and the tenant will co-operate with one another and with the REIV and do all things required by the REIV so the appointment of a valuer can be made with a minimum of delay;
- (c) the landlord and the tenant will each pay fifty percent (50%) of the fees and expenses of the REIV in making the appointment and of the valuer in determining the rent, unless other percentages are agreed in writing. If either of them neglects or refuses to pay their share, or a part of it, the other may do so on their behalf and recover the payment on the basis of an account stated;
- (d) the valuer will determine the rent as an expert, on formally accepting the appointment;
- (e) in determining the rent the valuer will not take into account improvements, fixtures and fittings -
 - (i) paid for by the tenant; and
 - (ii) installed by or for the tenant in connection with the permitted use, with the landlord's consent; and
 - (iii) that the tenant has the right to remove when this lease endsunless the landlord and the tenant agree otherwise in writing.

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- (f) the landlord and the tenant will co-operate with one another and with the valuer in providing access to the premises and to documents and information in their possession or under their control which the valuer considers relevant to the review;
- (g) subject to sub-clause (d), the valuer will provide the landlord and the tenant with a written determination within a reasonable time;
- (h) the determination must have reasons and set out matters taken into account in the making of it;
- (i) the determination will be final and binding on the landlord and the tenant;
- (j) if the rent has not been agreed or determined by a review date, the tenant will continue to pay the rent then current;
- (k) On the next day for payment of rent following the rent being agreed or the valuer's determination being provided any adjustment required will be made.

25. CPI adjustment of the rent

25.1 On each date specified in the Schedule (adjustment date) the rent will be adjusted in line with movements in the CPI using the formula -

$R \text{ equals } A \text{ multiplied by } B \text{ divided by } C$

Where -

"R" is the adjusted rent payable from the adjustment date;

"A" is the rent payable immediately before the adjustment date;

"B" is the CPI for the quarter ended immediately before the adjustment date;

"C" is the CPI for the quarter ended immediately before the previous adjustment date or if there is no previous adjustment date, immediately before the commencement date.

25.2 If the CPI for the quarter ended immediately before the adjustment date is not published until after the adjustment date, the adjustment will be made as soon as possible following publication, with the adjustment taking effect on and from the adjustment date. Pending the adjustment, the tenant must continue to pay the rent then current. On the next date for payment of rent following the adjustment, any under payment or over payment will be paid or credited respectively, as the circumstances require.

25.3 If the base of the CPI is changed between the commencement date and the first adjustment date or between the adjustment dates any necessary alterations must be made to preserve the continuity of the calculations.

25.4 If the ABS ceases to publish the CPI the adjustment will be made using the index or other publication substituted for it, any changes being made to preserve the continuity of the calculations. If no index or publication is substituted, the landlord and tenant will agree on an alternative index or publication within 14 days of the adjustment date. If there is no agreement, either the landlord or the tenant or both will request the President of the REIV or his or her nominee (acting as an expert) to determine an appropriate index or publication which reflects changes in the cost of living at Melbourne. The determination will be final and binding.

26. Fixed rent increases

26.1 On each rent increase date specified in the Schedule the annual rent then payable will be increased by the stated percentage or amount.

26.2 On the next day for payment of rent following the rent being increased, the required adjustment will be made.

27. Damage to and destruction of the premises

27.1 If during the term or a period of over holding -

- (a) the premises or a part of the premises are totally or partly damaged or destroyed by any cause so as to be unfit for use and occupation by the tenant; and

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- (b) the event causing the damage or destruction was not caused or contributed to by the default of the tenant ;
and
- (c) any policy of insurance effected by the landlord has not been vitiated or payment or renewal refused as a result of an act, neglect, or default of the tenant -

then the rent and outgoings - or a fair and reasonable proportion having regard to the nature and extent of the damage or destruction or to any interference with the permitted use of premises by the tenant - will be suspended or cease to be payable, so long as the premises are unfit for occupation and use.

27.2 If there is a dispute about the proportion or the period of abatement the landlord and the tenant agree it will be referred to arbitration under the Commercial Arbitration Act 2011 and abatement will be in full satisfaction of all claims for damages by the tenant against the landlord.

27.3 Notwithstanding clause 27.2, if the premises are totally or substantially destroyed and not re-instated within 3 months from the date on which the destruction occurred the landlord or the tenant may by written notice elect to end this lease and from the date of the giving of the notice all claims under this lease, except for those which have arisen before that date, will be at an end.

28. Cessation of building services

Except in the case of voluntary withdrawal by the landlord or provided by the Act (if applicable), no damages, compensation or abatement of the rent will be claimed by the tenant or allowed by the landlord for the cessation of, damage to, or the failure or breakdown of any services provided in or to the building. "Services" include, but are not limited to, electricity, gas, water, sprinklers, alarms, pumps, air conditioning, heating, cooling or ventilation equipment, hot water service, cleaning, lifts or escalators.

29. Personal Property Security Act 2009 (PPSA)

29.1 The landlord and the tenant agree this lease is a security interest for the purposes of the PPSA.

29.2 The tenant will not register or allow or acquiesce in the registration of financing statement by any person, with the exception of the landlord, for goods provided by the landlord at or in connection with the premises.

29.3 The landlord may register a financing statement for a security interest arising because of this lease over goods provided by the landlord at or in connection with the premises, or the tenant's fixtures, fittings and/or goods not removed from the premises when this lease ends that are personal property.

29.4 The tenant waives the right to receive a notice in relation to registration events to which section 157(1)(a) of the PPSA applies.

29.5 The landlord and the tenant agree they will not disclose information in the nature of that referred to in section 275(1) of the PPSA.

29.6 When this lease ends and the tenant has vacated the premises and returned them to the landlord in the condition required by this lease (or as may be otherwise agreed in writing), or on an assignment in accordance with the terms of this lease the landlord will register a financing change statement for a security interest of the landlord, with the exception of a security interest registered for goods provided by the landlord at or in connection with the premises.

29.7 The tenant will sign all documents and do all things necessary to allow the landlord to register a financing statement and enforce its rights and meet its obligations under the PPSA and this clause. If the tenant is an individual, the tenant will provide his or her date of birth and a certified copy of his or her current driver's licence or birth certificate in confirmation. The landlord will not use the certified copy for any other purpose and will return it to the tenant on request.

29.8 The tenant will pay on demand the landlord's reasonable costs and expenses incurred in relation to or in connection with matters referred to in this clause.

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30. Indemnity by the tenant

The landlord will not be liable for any damage or injury to the premises or to the tenant or the tenant's property or to the property of the tenant's employees, contractors, agents, licensees or invitees as a result of any happening not attributable to the negligence of the landlord. To the extent permitted by law, the tenant indemnifies and agrees to keep the landlord indemnified in respect of and in connection with all claims, actions, suits, demands, judgements or costs arising from or related to such damage or injury.

31. Notices

31.1 A notice to be given by the landlord or the tenant is to be in writing and is to be dated and signed by the giver of it.

31.2 A notice is given to the party to whom it is addressed (recipient) by -

- (a) delivering it; or
- (b) posting it by pre-paid post; or
- (c) sending it by electronic communication (email)

to the address or to the email address (as the case requires) of the recipient, set out in the Schedule.

31.3 A notice that is delivered is given on delivery. But if delivery takes place outside normal business hours the notice is deemed given at 9:00 am on the next business day at the place of delivery.

31.4 A notice that is posted is given -

- (a) if posted by express post, on the next business day; or
- (b) if posted by priority post, on the fourth business day; or
- (c) if posted by regular post, on the sixth business day

after the day on which the notice is posted.

31.5 A notice sent by email is given when it first becomes capable of being retrieved as provided in section 13A (2) of the Electronic Transactions (Victoria) Act 2000. If that occurs outside normal business hours the notice is deemed given at 9:00 am on the next business day.

31.6 For the purpose of giving a notice -

- (a) "normal business hours" means between the hours of 9:00 am and 5:00 pm inclusive on a business day; and
- (b) "business day" means a day other than Saturday, Sunday or a day declared as a public holiday at the street address of the recipient set out in the Schedule.

32. Electronic Transactions (Victoria) Act 2000 (ETVA)

32.1 For the purposes of Part 2, Division 2, section 8 of the ETVA the landlord and the tenant acknowledge it is reasonable to expect that information or a notice or both to be given by either of them to the other by means of an electronic communication will be readily accessible so as to be useable for subsequent reference and consent to information or a notice or both being given to them by means of an electronic communication.

32.2 For the purpose of the giving of a notice which requires a signature and will be given in the body of or as an attachment to an email, the signature of the person to the notice will be a sufficient signature if typed in a legible font.

33. Rules

33.1 The landlord or the managing agent on behalf of the landlord may make rules or regulations or both for the management, use, or occupation of the Building or for all these purposes, but they must not be inconsistent with the rights of the tenant as set out in this Lease or the Act, if the Act applies.

33.2 The landlord or the managing agent on behalf of the landlord may revoke or alter rules or regulations or substitute other rules or regulations for those then current.

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33.3 The tenant will from time to time comply with the rules or regulations and rules of an owners corporation (if applicable) - whether original, altered or substituted - starting on the date of being given notice of them.

34. Defaults by the tenant

34.1 The landlord may terminate this lease by re-entry or forfeiture if the tenant fails to remedy a breach of this lease within 14 days after being given a notice complying with section 146(1) of the Property Law Act 1958, but no notice is required before re-entry or forfeiture in the case of non-payment of rent.

34.2 The tenant is in breach of this lease if -

- (a) the rent or outgoings or both are not paid on the due dates for payment although no legal or formal demand has been made; or
- (b) the tenant otherwise fails to observe and perform the covenants on its part to be observed and performed;
- (c) being a company -
 - (i) an order is made or a resolution passed for its winding-up, other than for the purposes of reconstruction or amalgamation; or
 - (ii) a provisional receiver, receiver, or receiver and manager is appointed; or
 - (iii) it is placed under official management; or
 - (iv) it goes into liquidation; or
 - (v) control of the company changes, without the prior written consent of the landlord, unless the tenant is a company listed on an Australian stock exchange in which case consent is not required;
- (d) the tenant fails to satisfy a judgement entered against it within the time specified in the judgement to do so;
- (e) the tenant being an individual commits an act of bankruptcy;
- (f) a guarantor of the tenant who is an individual commits an act of bankruptcy or, if the guarantor is a company, any of the matters set out in clause 34.2 (c) occurs.
- (g) the tenant ceases to use premises for the permitted use or permits or acquiesces in the premises ceasing to be used for the permitted use;
- (h) the tenant closes the premises during normal business hours for the permitted use or permits or acquiesces in the premises being closed for business during normal business hours for the permitted use;
- (i) the premises are unoccupied for a period exceeding 14 days during the term or a period of over holding.

34.3 If the landlord terminates this lease, the landlord may sue the tenant for unpaid monies or damages or both, including for damages representing the benefit of this lease receivable if the term had continued and expired by the passing of time.

35. Repudiation of this lease by the tenant

Clauses 1, 2, 3, 4, 5, 6, 9, 12, 14 and 16 are essential provisions of this lease. If the tenant breaches an essential provision it is a repudiation which the landlord may accept. If the landlord does not accept a repudiation of an essential provision it does not prevent the landlord accepting a subsequent repudiation of the same or another essential provision.

36. Disputes

36.1 A dispute must be resolved in accordance with Part 10 of the Act, if the Act applies.

36.2 A party to a retail tenancy dispute may be represented by a legal practitioner or practitioners of their choice, unless the dispute is one to which clause 36.3 applies.

36.3 A dispute between the tenant and another tenant or occupier of the Building about the use of the premises or the Building must be promptly referred by the tenant to the landlord or the landlord's managing agent for determination. Unless the Act applies, the determination of the landlord or the landlord's managing agent will be binding and the tenants or occupiers have no right to legal representation.

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36.4 In determining a dispute under clause 36.3, the landlord or the managing agent is not required to strictly comply with the rules of natural justice and the laws or rules of evidence do not apply and they may inform themselves as they see fit with the intent the dispute will be determined in a reasonable manner as speedily, informally, and inexpensively as possible.

37. Goods and Services Tax

37.1 "GST" means GST within the meaning of the A New Tax System (Goods and Services Tax) Act 1999 as amended (GST Act).

37.2 Expressions used in this clause 37 and the GST Act have the same meaning as in the GST Act.

37.3 Except where this Lease states otherwise, each amount payable by a party under this Lease in respect of a taxable supply by the other party is expressed as a GST exclusive amount and the recipient of the supply must, in addition to that amount and at the same time, pay to the supplier the GST payable in respect of the supply.

37.4 An amount payable by the tenant in respect of a creditable acquisition by the landlord from a third party must not exceed the sum of the value of the landlord's acquisition and the additional amount payable by the tenant under clause 37.3 on account of the landlord's GST liability.

37.5 A party is not obliged, under clause 37.3, to pay GST on a taxable supply to it under this Lease, until given a valid tax invoice for the supply.

37.6 If during the term or period of over holding the landlord registers, or is required to be registered, for GST under the GST Act, then on and from the date the landlord registers, or is required to be registered, for GST under the GST Act clauses 37.3, 37.4 and 37.5 will apply to each amount payable by a party under this lease in respect of a taxable supply by the other party or an amount payable by the tenant in respect of a creditable acquisition.

38. Definitions and interpretation

In this Lease, unless otherwise required by the context or subject matter -

"ABS" means the Australian Bureau of Statistics or its successors.

"acquiesce in" / "acquiesced in" means the tenant has failed to take reasonable measures which, if taken, would have prevented the act, matter or thing which led to a breach of the tenant's obligations under this lease.

"Act" means the Retail Leases Act 2003.

"act of bankruptcy" has the meaning given in section 40 of the Bankruptcy Act 1966.

"bank guarantee" means a guarantee by an authorised deposit taking institution under the Banking Act 1959.

"building" means the building of which the premises forms a part.

"control" has the meaning given in section 50AA of the Corporations Act 2001.

"court" includes a tribunal.

"CPI" means the Consumer Price Index, Australia All Groups Index numbers for Melbourne as published by the ABS.

"electronic communication" has the meaning given in section 3 of the Electronic Transactions (Victoria) Act 2000.

"essential safety measure" has the meaning given in regulation 1202 of the Building Regulations 2006.

"information" when used in relation to an electronic communication has the meaning given in section 3 of the Electronic Transactions (Victoria) Act 2000.

"landlord" means the individual or corporation or incorporated association or one or more of them referred to in the Schedule and includes the assignees, executors, administrators, or successors of the landlord and the reversioner immediately expectant on the Term.

"REIV" means The Real Estate Institute of Victoria Ltd ACN 004 201 897 or its successors.

"sign" includes advertisement.

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"tenant" means the individual or corporation or incorporated association or one or more of them referred to in the Schedule and includes the executor, administrator, and permitted assignee of the tenant and where the context permits includes an employee, agent, contractor, licensee, or invitee of the tenant.

"then applicable Australian Standard" means that published by Standards Australia Limited ACN 087 326 690 or its successors.

"writing" includes all modes of representing or reproducing words, figures, or symbols in a visible form and expressions referring to writing are to be read accordingly.

If the landlord or the tenant or both comprise two or more individuals or corporations or incorporated associations the covenants and obligations their part apply to them jointly and to each of them individually.

No waiver by the landlord or the tenant of a breach of the terms of this lease by the other will operate as a waiver of another breach of the same or of another term, condition, or covenant.

References to an Act includes a reference to orders, declarations, ordinances, regulations, rules, by-laws, or guidelines made under it and to all amendments, modifications, re-enactments, consolidations, or replacements.

The singular includes the plural and vice versa.

The masculine gender includes the female and neuter genders.

If it is necessary to determine priority between the provisions of this lease, the priority is -

- the content, if any, of the Special Conditions Schedule; then
- the content of the Schedule; then
- the respective covenants of the landlord and the tenant.

This Lease is to be interpreted so it does not infringe Acts of the Commonwealth or Victorian Parliaments or any subordinate legislation made under them. If a provision does infringe, it will be read down, but only to the extent necessary, so it does not infringe and will otherwise remain operative, so far as possible in the circumstances. If it cannot be read down, it will be disregarded. If a provision is disregarded or held invalid by a court, the remainder of this Lease will continue in force.

Executed as a deed and if by a corporation in, the manner referred to in section 127 of the Corporations Act 2001.

Signed sealed and delivered by landlord company (1)

.....
Director

.....
Director / Company Secretary

in the presence of:

.....
Witness

J M Comben

***Signed sealed and delivered by landlord (1)** 31/01/24
(*only complete if the landlord is an individual)

JHEL COMBEN

.....
in the presence of: *Y. Hemingway*

.....
Witness *YVONNE HEMINGWAY*

Signed sealed and delivered by landlord company (2)

.....
Director

.....
Director / Company Secretary

in the presence of:

Witness

***Signed sealed and delivered by landlord (2)**
(*only complete if the tenant is an individual)

.....
in the presence of:

.....
Witness

Executed as a deed and if by a corporation in, the manner referred to in section 127 of the Corporations Act 2001.

Signed sealed and delivered by tenant company (1)


.....
Director

.....
Director / Company Secretary

in the presence of:

.....
Witness

***Signed sealed and delivered by tenant (1)**
(*only complete if the landlord is an individual)


.....
in the presence of:

 
.....
Witness

Signed sealed and delivered by tenant company (2)

.....
Director

.....
Director / Company Secretary

in the presence of:

Witness

***Signed sealed and delivered by tenant (2)**
(*only complete if the tenant is an individual)

.....
in the presence of:

.....
Witness

REIV Lease Schedule

Landlord: TM Comben ABN 929 839 809 of Apartment 1:10, 1 Brewer Road, Brighton East, Victoria, 3187

Tenant: Kelly-Marie Asmus-Albornoz ABN 81 604 411 826 trading as Albatross Photography & Design of 83 McKean St, Bairnsdale, Victoria, 3205

Premises: The premises known as 44B Bailey St (being level 1, rear of 139-141 Main St) Bairnsdale, Victoria, 3875 and shown highlighted or hatched on attached plan.

Term: One year, commencing 1 February 2024

Landlord's fixtures and chattels (if any): suspended ceiling, electric light fittings.

Further term(s) (CI 23): Two (2) further term of one (1) year

Last date for exercise of option(s) (CI 23.1(d)): 31 October 2024, 2025

Commencement date of the next further term (CI 23): 1 February 2025

Commencing rent (CI 1): Rental of ~~\$10,450.08~~ ^{\$9,500} plus GST (if applicable), payable in instalments of \$870.84 plus GST (if applicable) calendar monthly in advance by direct debit.

Rent commencement date (CI 1): 1 March 2024 (following one month rent-free period from 1 February 2024)

Landlord's loss of rent and outgoings insurance period (CI 2.1(h)): 12 months

Landlord's public liability insurance cover (CI 2.1(h)): \$10,000,000

Outgoings excluded (CI 2.1): Not applicable

Outgoings, manner of apportionment: Where separately assessed, 100% payable by tenant; otherwise, portions apply on the basis of lettable area as per clause 2.4.

The proportion that the lettable area of the premises bears to the lettable area of the building: 290m² : 950m² (estimated area – no survey to be conducted)

Building operating expenses, apportionment (CI 3.2(a)): Not applicable

Permitted use (CI 12.2): Photographic & Design studio

Security deposit (CI 16.1): One month's rent at all times, commencing at \$870.84 plus GST (if applicable) unless otherwise agreed in writing

Market rent review dates (CI 24.1): Not applicable

CPI adjustment of rent dates (CI 25.1): 1 February 2025, 2026

Handwritten initials:
JMA
JA
JMA

SPECIAL CONDITIONS SCHEDULE

1. **Restricted access via side roller door:** The tenant acknowledges and agrees that access to the premises via the side roller doors may be restricted due to parking and access arrangements of other tenants in the building. The tenant agrees that such restricted access shall not constitute a breach of this lease and in particular shall not constitute a breach of the tenant's right to quiet enjoyment of the premises in accordance with clause 19 of the lease and access to the premises in accordance with clause 20 of the lease. The tenant agrees that it shall, where necessary, consult in good faith with the other relevant tenants of the building to secure access via the side roller doors. The landlord agrees to seek the co-operation of the other tenants of the building to facilitate the tenant's access to the premises via the side roller door when required.
2. **Car Parking:** The tenant acknowledges and agrees no permanent or designated car parking is attached to or associated with the premises. If at any time the car parking directly abutting the building (including the premises) (off the Bailey St entrance to the building) is designated by Council as allocated to the building for the exclusive use of the building occupants, the tenant agrees that it is entitled to the use of no more than half of the car park spaces directly abutting the building, or such lesser number as may be determined by Council.
3. **Essential Safety Measures:** It is agreed:
 - a. The landlord and tenant will comply with all obligations arising from legislation or case law as to the provision and maintenance of Essential Safety Measures, including but not limited to record keeping and display, that may be required at the premises ('**ESM obligations**'), for the duration of the lease and any further terms.
 - b. The tenant shall immediately provide the landlord or the managing agent with written notice of any matter which, to the best of the tenant's knowledge and belief, may amount to a breach of the landlord and tenant's ESM obligations as defined above.
 - c. Subject to any relevant legislation and case law stating otherwise, the tenant shall be responsible for the reasonable cost of inspecting, reporting, maintaining and servicing all Essential Safety Measures at the premises, in accordance with the landlord's ESM obligations including, but not limited to, the servicing of fire protection equipment.
 - d. In the event that, with the landlord's written consent, the tenant changes its use of the premises from the permitted use listed in the lease Schedule, and the new use of the premises has any direct or indirect effect on the Essential Safety Measures required at the premises, the tenant will be solely responsible for all costs incurred directly or indirectly from such change of the use of the premises.
 - e. Immediately upon commencement of the initial term of this lease, and during any further terms of the lease, the landlord or its managing agent will enter into and keep in force a service agreement with a firm of contractors who specialise in the maintenance and service of essential safety measures including, but not limited to, firefighting equipment, emergency and exit lighting within the premises in accordance with the building regulations and the tenant

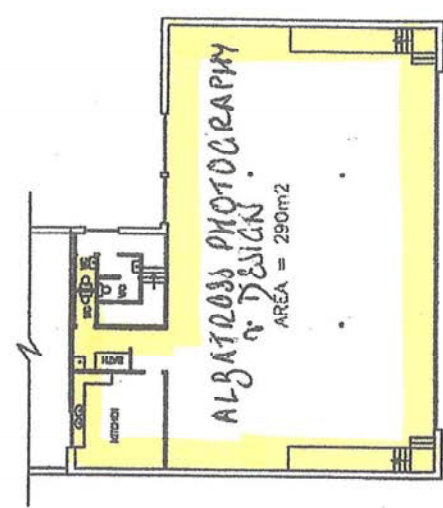
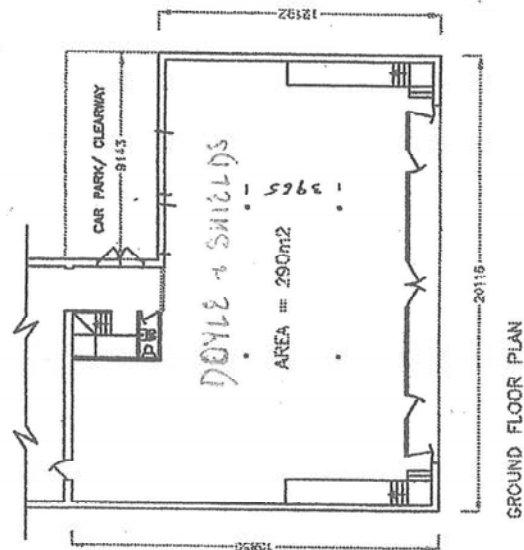
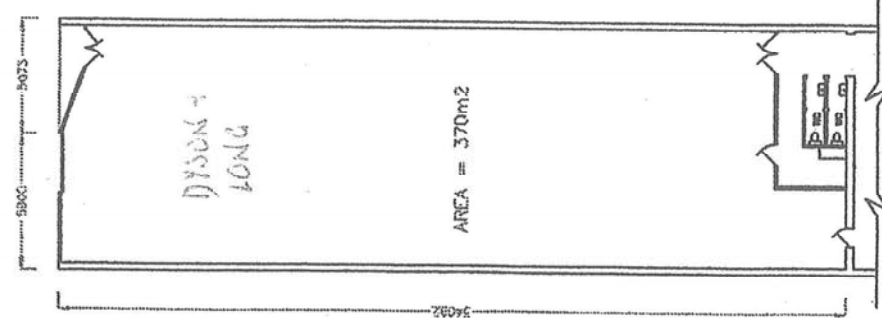
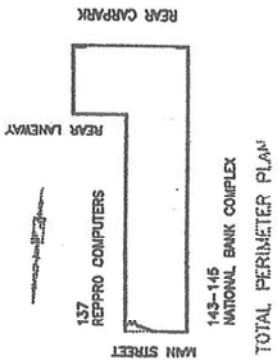
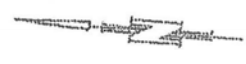
YH

Ms Jane

will be liable to pay the reasonable costs associated with the maintenance agreement.

- f. This lease will be subject to any changes to the relevant legislation and case law and in the event of an inconsistency between the terms of this lease and any of the relevant legislation and case law, the relevant legislation and case law shall prevail to the extent of the inconsistency, and this shall include any relevant legislation and case law which states the tenant will be liable for any or all costs of the landlord and the tenant's ESM obligations.
6. The tenant shall be permitted to place signage upon the premises, but signage shall only be permitted upon the premises with the written consent of the landlord in accordance with clause 11. The landlord will not unreasonably decline a request from the tenant to place signage on the premises, so long as all requests are approved by all relevant authorities including the council, body corporate, landlord and any other relevant party, and any necessary planning or building permits are obtained prior to works commencing. Any such works must be carried out by registered and suitably qualified tradespeople in accordance with current building codes.
7. The landlord and tenant agree this lease is subject to the *Retail Leases Act 2002* (Vic).

YH Jme M. JH



GROUND FLOOR PLAN

GROUND FLOOR PLAN

FIRST FLOOR PLAN

NOTES & SPECIFICATIONS

LEGEND

JA
JA

JA
JA

Rj Comben Properties

MAIN STREET BAIRNSDALE
RETAIL PROPERTY NO. 139 - 141
FLOOR PLAN



DRAWING No.
SITE 139 - 141
PLAN A
SHEET 1 OF 1

DRAWN BY : HEC
VERSION
DATE OF PLOT 17/01/2000

Sub-Lease

Date:

**KELLY-MARIE ASMUS-ALBORNOZ TRADING AS ALBATROSS PHOTOGRAPHY &
DESIGN**

AND

MICHELLE MCLEAN TRADING AS MAADAZ DANCE STUDIO

AND

THELMA MARGARET COMBEN

Property: Part of 44B Bailey Street, Bairnsdale, Victoria

Sub-Lease

Date: 26/11/24

PARTIES

Kelly-Marie Asmus-Albornoz (ABN 81 604 411 826) trading as Albatross Photography & Design of 83 McKean St, Bairnsdale, 3875 Victoria (**Tenant**)

and

Michelle McLean (ABN 80 967 010 790) trading as MAADAZ Dance Studio of 105 Dalmahoy Street, Bairnsdale, 3875, Victoria (**Sub-Tenant**)

and

Thelma Margaret Comben (ABN 20 929 839 809) of Apartment 1:10, 1 Brewer Road, Brighton East, 3187 Victoria (**Landlord**)

RECITALS

- A. By a lease dated 31 January 2024 (**Lease**), the Landlord leased to the Tenant the whole of the premises known as 44B Bailey St, Bairnsdale for a term commencing on 1 February 2024 and expiring on 31 January 2025 (or later if options for Further Terms are exercised), subject always to earlier termination as provided in the Lease.
- B. The Tenant has agreed to grant a sub-lease of that part of the premises specified in Item 1 (**Premises**) to the Sub-Tenant on the terms and conditions contained in this document.
- C. The Landlord has consented to this Sub-Lease in consideration of the covenants by the Sub-Tenant and Tenant contained in this document, which consent is evidenced by the Landlord's execution of this Sub-Lease.

AGREEMENT

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Sub-Lease the following words and phrases have the following meanings unless the context requires otherwise.

Business Day means a day other than a Saturday, Sunday or public holiday in the State or Territory in which the Premises are located.

Commencement Date means the date specified in Item 3.

Expiry Date means the date specified in Item 4.

Further Terms means each further term (if any) specified in Item 9.

Landlord means the Landlord named in this Sub-Lease, and includes the person from time to time entitled to the immediate reversion of the term of the Lease and the personal representatives, successors and assigns of the Landlord, and (where not repugnant to the context) includes the employees and agents of the Landlord and other persons authorised by the Landlord.

Lease means the lease between the Landlord and Tenant in respect of the whole of the premises known as 44B Bailey St, Bairnsdale (which includes the Premises the subject of this Sub-Lease), and attached as Annexure 2 to this Sub-Lease.

Premises includes all fixtures and fittings provided by the Landlord and/or the Tenant.

Rent means the annual rent specified in Item 6 as reviewed from time to time under this Sub-Lease.

Rent Commencement Date means the date specified in Item 5.

Retail Legislation means the *Retail Leases Act 2003 (Vic)*.

Sub-Tenant means the Sub-Tenant named in this Sub-Lease, and includes the personal representatives, successors and permitted assigns of the Sub-Tenant, and (where not repugnant to the context) includes the employees, agents, customers, contractors, licensees and invitees of the Sub-Tenant and other persons on the Premises with the consent (express or implied) of the Sub-Tenant.

Tenant means the Tenant named in this Sub-Lease, and includes the personal representatives, successors and permitted assigns of the Tenant.

Term means the period commencing on the Commencement Date and expiring on the Expiry Date.

1.2 Interpretation

- (a) The following rules apply in the interpretation of this Sub-Lease except where the context makes it clear that the rule is not intended to apply.
 - (i) The headings are inserted only as a matter of convenience and do not affect the interpretation of this Sub-Lease.
 - (ii) The recitals, schedule and annexures form part of this Sub-Lease.
 - (iii) The singular includes the plural and vice versa.
 - (iv) Any words of one gender include the other genders.
 - (v) Where two or more persons are named as a party to this Sub-Lease, the representations, warranties, covenants, obligations and rights given, entered into or conferred (as the case may be), apply to them jointly and to each of them individually.

- (vi) The obligations of the Sub-Tenant, whether positive or negative, are to be construed as if each obligation is a separate and independent obligation in favour of the Landlord and the Tenant (as the case may be).
 - (vii) A reference to a person includes a natural person, corporation, body corporate, unincorporated association, firm or an authority or body (whether it be any government, semi-government, municipal, statutory or other authority or body).
 - (viii) A reference to an Item is an Item in the schedule to this Sub-Lease.
 - (ix) A reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any subordinate legislation issued under, the legislation or legislative provision.
 - (x) Where a word or phrase is defined, its other grammatical forms have corresponding meanings.
 - (xi) Anything includes each part of it.
 - (xii) A reference to any agreement or document is to that agreement or document (and where applicable, any of its provisions) as varied, amended, novated, supplemented or replaced from time to time.
 - (xiii) If the day on or by which a person must do something under this Sub Lease is not a Business Day, the person must do it on or by the next Business Day.
 - (xiv) Any obligation of the Sub-Tenant under this Sub-Lease to do or not to do anything includes a further obligation that it will not permit or allow a breach of such obligation by any other person.
- (b) The laws of the State or Territory in which the Premises are located govern this Sub-Lease and each party submits to the non-exclusive jurisdiction of the courts exercising jurisdiction there. It is to be interpreted so it does not infringe Acts of the Commonwealth or Victorian Parliaments or any subordinate legislation made under them.
- (c) If any part of this Sub-Lease is does infringe under sub-clause 1.2(b) above, or is invalid, unenforceable, illegal, void or voidable for any reason, this Sub-Lease will be construed and be binding on the parties as if the invalid, unenforceable, illegal, void or voidable part had been deleted from this Sub-Lease, or read down to the extent necessary to overcome the difficulty. If a provision is disregarded or held invalid by a court, the remainder of the Sub-Lease will continue in force.
- (d) This Sub-Lease may be signed in any number of counterparts and all such counterparts taken together will be deemed to constitute one and the same document.
- (e) A right may only be waived in writing, signed by the party giving the waiver. A waiver by a party of any breach or a failure to enforce or to insist upon the

observance of a provision of this Sub-Lease will not be a waiver of any other or of any subsequent breach.

- (f) If a party is required to indemnify another party under this Sub-Lease, that party must pay on demand the amount the other party is liable to pay by the time the other party is required to make payment.
- (g) Any indemnity contained in this Sub-Lease survives the expiry or termination of this Sub-Lease.
- (h) The covenants and powers implied by law (statutory or otherwise) are modified (where so permitted) as provided in this Sub-Lease.
- (i) As between the Tenant and Sub-Tenant, if there is any inconsistency between the Lease and this Sub-Lease, this Sub-Lease will prevail to the extent of the inconsistency.
- (j) If it is necessary to determine priority between the provisions of this Sub-Lease, the priority is:
 - (i) the content, if any, of any Special Conditions, then
 - (ii) the content of the Schedule; then
 - (iii) the respective covenants of the parties to this Sub-Lease.
- (k) Each person who executes this Sub-Lease on behalf of a party under a power of attorney declares that he or she is not aware of any fact or circumstance that might affect his or her authority to do so under that power of attorney.

2. PREMISES AND TERM

The Tenant sub-leases the Premises to the Sub-Tenant for the Term at the Rent and subject to the terms and conditions contained in this Sub-Lease.

3. SUB-TENANT'S ACKNOWLEDGMENT

The Sub-Tenant acknowledges and confirms that it has read the Lease.

4. LEASE PROVISIONS

The terms and conditions of the Lease apply to this Sub-Lease as if set out in length in this Sub-Lease with those modifications necessary to make them applicable to this Sub-Lease and with the following changes.

- (a) A reference to the **lease** is treated as reference to this **Sub-Lease**.
- (b) A reference to the **landlord** in the Lease is treated as a reference to the **Tenant** under this Sub-Lease.
- (c) A reference to the **tenant** in the Lease is treated as a reference to the **Sub-Tenant** under this Sub-Lease.

- (d) Delete the Lease Schedule items labelled **Landlord** and **Tenant** in their entirety.
- (e) In the Lease Schedule item labelled **Premises**, adjust the wording to refer to '*That part of the premises known as 44B Bailey St (being level 1, rear of 139-141 Main St) Bairnsdale, Victoria, 3875 and shown highlighted or hatched on the plan attached as Annexure 1*'.
- (f) In the Lease Schedule item labelled **Term**, replace the words, '*One year, commencing 1 February 2024*' with the words, '*One year less one day, commencing 1 February 2024*'.
- (g) In the Lease Schedule item labelled **Further Terms**, replace "*two (2) further terms of one (1) year*" with "*two (2) further terms of one (1) year less 1 day*".
- (h) In the Lease Schedule item labelled **Last date for exercise of option**, replace "*31 October 2024, 2025*" with "*29 September 2024, 2025*".
- (i) In the Lease Schedule item labelled **Commencing Rent**, replace the GST exclusive annual rental figure of "*\$10,450.08*" with "*\$4,680.00*" and the monthly rental figure of "*\$870.84*" with "*\$390.00*".
- (j) In the Lease Schedule item labelled **The proportion that the lettable area of the premises bears to the lettable area of the building**, replace "*290m² : 950m²*" with "*approx 90m² : 950m², with the 90m² comprised of the MAADAZ Room (the Premises) and the bathroom closest to the room*".
- (k) In the Lease Schedule item labelled **Permitted Use**, replace "*Photographic & Design Studio*" with "*Dance Studio and associated storage*".
- (l) In the Lease Schedule item labelled **Security Deposit**, change the reference from "*\$870.84*" to "*\$360.00*".
- (m) The plan in the Lease is omitted and replaced with the plan attached to this Sub-Lease as Annexure 1.

5. SUB-TENANT'S COVENANTS WITH TENANT

The Sub-Tenant covenants with the Tenant as follows:

- (a) to observe and perform all of the covenants and obligations to be observed and performed by the tenant under the Lease, subject to the modifications described in clause 4;
- (b) to pay to the Tenant or as the Tenant directs (without demand) the Rent, clear of all deductions and set offs, by equal monthly instalments in advance on the first day of each month on and from the Rent Commencement Date (except that if the Rent Commencement Date is not the first day of a month, the first payment, which must be made on or before the Rent Commencement Date, and the final payment will be payments proportionate to the months to which they relate). The Rent will be reviewed or adjusted (as the case may be) on the dates and by the methods specified in Item 7;

- (c) to pay to the Tenant on demand the percentage specified in Item 8 of all amounts which the Tenant is liable to pay to the Landlord under the Lease in respect of all outgoings and insurance premiums relating to the Premises;
- (d) to pay when due all charges for telephone, gas, water, electricity and other utilities metered or consumed in or on the Premises;
- (e) to only use the Premises for the purpose specified in Item 10;
- (f) to indemnify the Tenant at all times from and against all actions, proceedings, liabilities, costs, claims and demands and all loss and damage suffered or incurred by the Tenant as a result of the non-payment of the Rent by the Sub-Tenant or the breach or non-observance by the Sub-Tenant of any of the terms and conditions of this Sub-Lease;
- (g) not to do anything which if done by the Tenant would or may constitute a breach of any of the express or implied terms or conditions of the Lease;
- (h) not to do anything which would or may prejudice, or give cause for determination of, the Tenant's rights as tenant pursuant to the Lease;
- (i) to pay:
 - (i) to the Tenant on demand all of the Tenant's costs and expenses (including, without limitation, legal costs and disbursements) of and incidental to:
 - (A) the preparation, negotiation, execution, stamping (if applicable) and registration (if applicable) of this Sub-Lease and any renewal, variation or extension of it; and
 - (B) obtaining any mortgagee's consent to this Sub-Lease,on a full indemnity basis; and
 - (ii) all stamp duty (if any) assessed on this Sub-Lease and any renewal, variation or extension and all registration fees (if any) in connection with the registration of this Sub-Lease;
- (j) to pay to the Landlord on demand, all of the Landlord's costs and expenses (including, without limitation, legal costs and disbursements) of and incidental to the preparation, negotiation, execution, stamping (if applicable) and registration (if applicable) of this Sub-Lease and obtaining any mortgagee's consent to this Sub Lease on a full indemnity basis;
- (k) to immediately give the Tenant a copy of any notice that it receives from the Landlord or any government, semi-government, municipal, statutory or other authority (other than an account for services provided to the Premises); and
- (l) to ensure that the public liability insurance policy taken out by the Sub-Tenant under clause 2.3.2 of the Lease (and incorporated into this Sub-Lease under clause 4) notes the interest of the Tenant and the Landlord.

6. SUB-TENANT'S COVENANTS WITH LANDLORD

In consideration of the Landlord consenting to this Sub-Lease the Sub-Tenant covenants with the Landlord that it:

- (a) will observe and perform all the terms and conditions contained or implied in this Sub-Lease; and
- (b) give the Landlord, or persons authorised by the Landlord, the same access and other rights in relation to the Premises that the Tenant is required to give the Landlord under the Lease.

7. TENANT'S ACKNOWLEDGMENT TO LANDLORD

The Tenant acknowledges that the granting of this Sub-Lease will not affect its obligations under the Lease.

8. TENANT'S COVENANTS WITH SUB-TENANT

The Tenant covenants with the Sub-Tenant that, subject to clause 9 and to the Sub-Tenant duly and punctually paying the Rent and complying with this Sub-Lease:

- (a) the Sub-Tenant will peaceably hold and enjoy the Premises during the Term without interruption by the Tenant;
- (b) in addition to the rights in clause 20 of the Lease, the Tenant grants the Sub-Tenant such rights of access and egress over and to that other part of the premises held by the Tenant under the Lease as are appropriate to facilitate the Sub-Tenant's full enjoyment of the Premises, including use of stairs, bathroom and kitchen facilities;
- (c) the Tenant will duly and punctually pay to the Landlord the rent reserved by the Lease; and
- (d) the Tenant will observe and perform such of the Tenant's covenants and obligations contained in the Lease as are not or cannot under this Sub-Lease be imposed on the Sub-Tenant.

9. DETERMINATION OF SUB-LEASE

- (a) The Tenant and the Sub-Tenant agree that if for any reason the Tenant's tenure of the Premises is determined or surrendered, this Sub-Lease will automatically terminate simultaneously without:
 - (i) notice or any further act of the parties;
 - (ii) any liability on the part of the Tenant to the Sub-Tenant; and
 - (iii) prejudice to the rights of the Tenant in respect of any antecedent breach of the terms and conditions of this Sub-Lease by the Sub-Tenant.

10. FURTHER COVENANTS

The Sub-Tenant further covenants and agrees with the Tenant that:

- (a) where under the Lease the prior consent of the Landlord is required to anything by the Tenant, the Sub-Tenant must not do that thing without the prior consent of both the Tenant and the Landlord. If the Landlord does not consent to something, the Tenant may also refuse its consent; and
- (b) every obligation of the Sub-Tenant under this Sub-Lease to pay Rent or any other amounts is an essential term of this Sub-Lease. Clauses which are essential terms under the Lease are also essential terms under this Sub-Lease.

11. FURTHER TERM

11.1 Sub-Tenant's right to Further Term

- (a) Subject to clauses 11.1(b) and 11.2, the Tenant must renew this Sub-Lease for the next of the Further Terms if the Sub-Tenant gives the Tenant a written notice requesting renewal not more 6 months nor less than 4 months before the Expiry Date.
- (b) In addition to clause 11.2, the Sub-Tenant's right to the Further Term is subject to the Tenant exercising its respective option under the Lease and the Landlord agreeing to the renewal of the Lease. The parties agree that there is no obligation upon the Tenant to exercise any option under the Lease.

11.2 Tenant may refuse renewal

The Tenant may refuse to renew this Sub-Lease if:

- (a) the Sub-Tenant has not remedied any default under this Sub-Lease about which the Tenant has given the Sub-Tenant written notice; or
- (b) the Sub-Tenant has persistently defaulted under this Sub-Lease throughout the Term and the Tenant has given the Sub-Tenant written notice of the defaults.

11.3 Renewed Lease

Subject to clauses 11.1(b) and 11.2, following the giving of a notice of renewal by the Sub-Tenant in accordance with clause 11.1, the Tenant and the Sub-Tenant must promptly execute the renewed sub-lease which must contain the same terms and conditions as this Sub-Lease except the renewed sub-lease must:

- (a) commence and expire on the dates first specified in Item 9;
- (b) be at a rent which is determined or adjusted in accordance with Item 7;
- (c) provide that the Rent Commencement Date is the commencement date of the renewed sub-lease;

- (d) not contain those terms or conditions which have become redundant or which are no longer capable of being applicable to the renewed sub-lease;
- (e) omit from Item 9 the Further Term first specified in Item 9 and omit any provision for renewal in the case of the last Further Term; and
- (f) contain any necessary changes to the schedule to this Sub-Lease.

12. NOTICES

12.1 How to give a notice

Any notice given under this Sub-Lease:

- (a) must be in writing signed by or on behalf of the party giving it;
- (b) will be effectively signed on behalf of a party if it is signed by that party or any of its officers (where the sender is a company), its solicitor or its duly constituted attorney; and
- (c) may be served by being:
 - (i) delivered personally, or sent by pre-paid mail, to the address of the other party specified in Item 11, or the registered office or place of business or residence of the other party last known to the sender; or
 - (ii) sent by email to the email address of the other party specified in this Sub-Lease or last notified to the sender.

12.2 When a notice is given

A notice will be considered received:

- (a) if delivered, on delivery;
- (b) if sent by pre-paid post, 3 Business Days after posting (if posted within Australia to an address in Australia) or 7 Business Days after posting (if posted to or from a place outside Australia); and
- (c) sent by email, when the transmitting machine provides confirmation that the email containing the notice has been delivered.

If a notice is delivered (including by email) on a day that is not a Business Day or after 5pm on a Business Day, the notice will be considered delivered on the next Business Day.

13. GST

13.1 Interpretation

For the purposes of this clause:

Act means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* (as amended) and *A New Tax System (Goods and Services Tax Transition) Act 1999 (Cth)* (as amended) and any related tax impositions Act;

GST means any tax imposed by or through the Act on a taxable supply (without regard to any input tax credit); and

except where the contrary intention appears, expressions used in this clause 13 have the meanings given to them in the Act.

13.2 Amount exclusive of GST

Unless expressly indicated otherwise and subject to clause 13.3, all amounts referred to in this Sub-Lease are exclusive of GST.

13.3 Increase of consideration

Where a taxable supply is made under this Sub-Lease by the Tenant then the consideration payable for that taxable supply shall be increased by an amount equal to the GST imposed on that taxable supply and that amount shall be payable at the same time and in the same manner as the consideration for that taxable supply.

13.4 Reimbursement

If this Sub-Lease requires the Sub-Tenant to reimburse, indemnify or otherwise pay the Tenant for any expense, loss or outgoing (**reimbursable expense**), the amount required to be paid by the Sub-Tenant will be the amount of the reimbursable expense inclusive of any GST paid when that expense, loss or outgoing was incurred less the amount of input tax credits (if any) to which the Tenant is entitled in respect of the reimbursable expense.

14. RETAIL

If the Retail Legislation applies to this Sub-Lease, this Sub-Lease is to be read down or modified appropriately to be subject to and in accordance with the Retail Legislation.

SCHEDULE

Item 1.	Premises	That part of the premises known as 44B Bailey St, Bairnsdale, Victoria St (being level 1, rear of 139-141 Main St) Bairnsdale, Victoria, 3875 and shown highlighted or hatched on the plan attached as Annexure 1.
Item 2.	Not Used	NA
Item 3.	Commencement Date	1 February 2024
Item 4.	Expiry Date	30 January 2025
Item 5.	Rent Commencement Date	1 February 2024
Item 6.	Rent	\$90 plus GST per week (which equates to \$390 plus GST per month and \$4680 per annum).
Item 7.	Rent Review	The Rent will be reviewed at the same time and in the same manner as the rent payable by the Tenant under the Lease with the effect that the Rent payable by the Sub-Tenant will be the agreed portion of the rent payable by the Tenant under the Lease at all times.
Item 8.	Percentage Payable by Sub-Tenant	100% of the amounts applicable to the Premises (being approximately 25% of the amounts applicable to the whole of the premises under the Lease).
Item 9.	Further Terms	Two Further Terms negotiable of 1 year (less one day) commencing on: <ul style="list-style-type: none">- 1 February 2025 and expiring on 30 January 2026; and- 1 February 2026 and expiring on 30 January 2027, respectively.
Item 10.	Permitted Use	Dance Studio and associated storage
Item 11.	Address for notices	Tenant Address: 83 McKean St, Bairnsdale, 3875 Victoria (e: albatrossdesign@yahoo.com)

Sub-Tenant

Address: 105 Dalmahoy Street, Bairnsdale,
3875 Victoria (e: maadazdance@yahoo.com)

Landlord

Address: Apartment 1:10, 1 Brewer Road,
Brighton East, 3187 Victoria (e:
lcomben11@gmail.com)

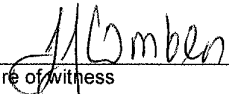
EXECUTION

26 November 2024

SIGNED SEALED AND DELIVERED by)
KELLY-MARIE ASMUS-ALBORNOZ in)
the presence of:)



Signature



Signature of witness


LISA COMBEN

Name of witness (please print)

SIGNED SEALED AND DELIVERED by)
MICHELLE McKEAN in the presence of:)



Signature




Signature of witness


LISA COMBEN

Name of witness (please print)

SIGNED SEALED AND DELIVERED by)
THELMA MARGARET COMBEN in the)
presence of:)



Signature



Signature of witness

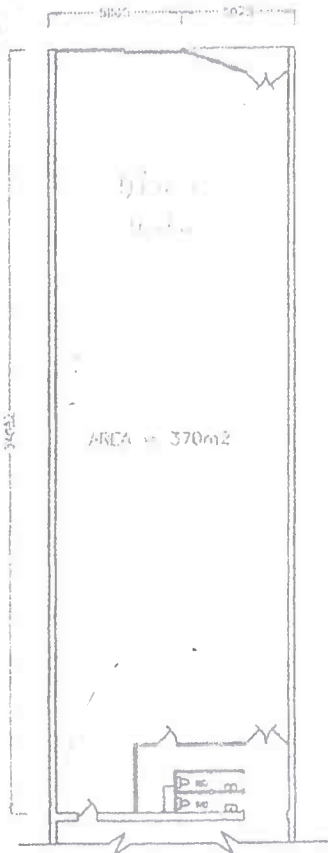
LISA COMBEN

Name of witness (please print)

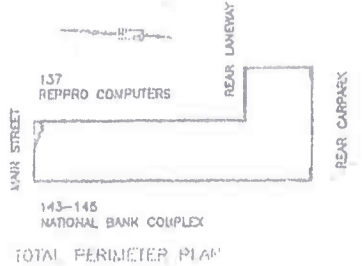
ANNEXURE 1

Plan of Premises

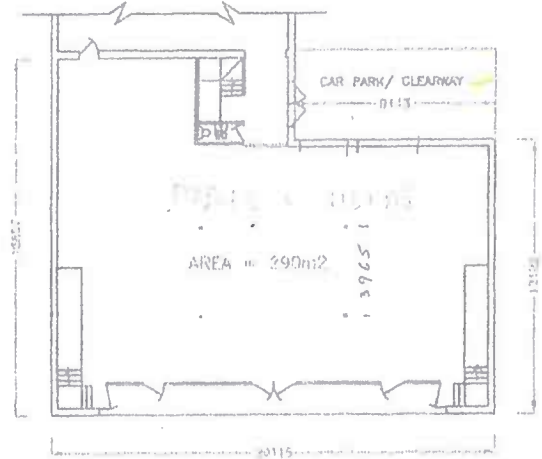
PLAN OF 139 MAIN ST, INCLUDING
 44A, 44B, BAILEY ST



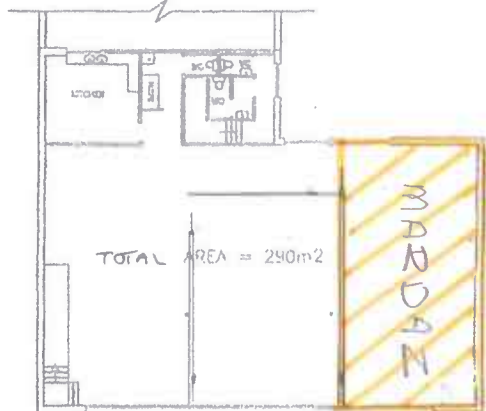
GROUND FLOOR PLAN



TOTAL PERIMETER PLAN



GROUND FLOOR PLAN



FIRST FLOOR PLAN

NOTES & SPECIFICATIONS

LEGEND

RJ Comben Properties

MAIN STREET BAIRNSDALE
 RETAIL PROPERTY NO. 139 - 141
 FLOOR PLAN



Drawn to:
 SITE 139 - 141
 PLAN A

DRAWN BY: J. J. J. VERSION: DATE OF PLOT: 17.03.2005 SHEET: 1 OF 1

ANNEXURE 2

Lease

Code 143

Commercial Lease®

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COPYRIGHT COMMERCIAL LEASE®

Landlord(s): TM Comben ABN 20 929 839 809

Tenant(s): Kelly-Marie Asmus-Albornoz ABN 81 604 411 826 trading as Albatross
Photography & Design

Premises: 44.B Bailey St (being upstairs, rear of 139-141 Main St)
Bairnsdale, Victoria, 3875

Commercial Lease[®]**ABOUT THIS LEASE**

This is a standard form document. It can be used in the letting of retail, commercial or industrial premises in Victoria, whether or not retail lease laws apply. It may need to be altered or added to or both to properly record a lease, as negotiated. Alterations, additions or both should be recorded in the Special Conditions Schedule not by making changes or additions to the Lease itself. Depending on circumstances, it may be prudent to obtain professional help when drawing up this Lease. The REIV Copyright Commercial Lease Schedule (Code 144) must be completed in conjunction with this Lease.

Landlord advice

The landlord confirms this lease is in the copyright format published by The Real Estate Institute of Victoria Ltd as at the date/version printed on the front page, unless there are alterations or additions or both which appear in the Special Conditions Schedule. The tenant should check the Special Conditions Schedule, before signing this lease.

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Commercial Lease[®]

This lease is made between the landlord and the tenant named in the Schedule for the premises for the term beginning on the commencement date as specified in the Schedule.

This lease comprises -

- the respective covenants of the landlord and the tenant; and
- the Schedule; and
- the Special Conditions, if any, in the Special Conditions Schedule.

If the Act applies, this lease has effect subject to it.

The tenant covenants and agrees with the landlord as follows -

1. Rent

- 1.1 To pay the rent in advance during the term and any over-holding by equal, consecutive calendar monthly instalments starting on the rental commencement date specified in the Schedule and then on the first day of each month, unless otherwise agreed. The first and the final payments of the rent will be apportioned, if necessary.
- 1.2 Each instalment of rent will be paid -
 - (a) without demand, deduction, or set-off (whether legal or equitable); and
 - (b) in the manner required by the landlord from time to time.

2. Outgoings

- 2.1 During the term and any over-holding to pay on or before the due date for payment, or to repay to the landlord within 14 days of demand, the following outgoings in connection with the premises -
 - (a) municipal, water, drainage, and sewerage rates, charges, levies and special rates or levies;
 - (b) land tax calculated on the basis the premise or the building of which the premises forms a part is the only land owned by the landlord (single holding);
 - (c) congestion and parking levies;
 - (d) gas, electricity, telephone, communications, sewage or garbage/waste disposal, and water consumption charges;
 - (e) owners corporation fees, special fees and charges;
 - (f) the expense of cleaning, inspecting, maintaining, repairing and/or servicing the premises and the landlord's fixtures, fittings, plant or equipment in or serving the premises;
 - (g) fire service levies;
 - (h) insurance premiums and other charges for insurances effected by the landlord in relation to the premises including (but not limited to) fire insurance on all improvements on a replacement and reinstatement basis and such other risks as the landlord may require from time to time and whether or not the risk is one in respect of which insurance is commonly obtainable at the commencement of this lease. The insurances may include plant and equipment breakdown insurance, public liability insurance for the amount of cover specified in the Schedule, loss of rent and consequential loss insurance and any other insurance effected by the landlord in relation to any risk relating to the landlord's ownership or interest in the premises. The landlord may insure for such amounts and with such extensions and exclusions as the landlord thinks fit, but if the Act applies the landlord is not entitled to recover any premiums or other charges which the landlord may be prohibited from claiming from the tenant under the Act;
 - (i) the expense of the attendance of the fire brigade in response to a fire alarm generated from or in connection with the premises;
 - (j) the expense of inspecting, auditing, servicing, repairing, maintaining, monitoring, and testing all essential safety measures at or provided in relation to or in connection with the premises, provided the payment or repayment is not contrary to law; and

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(k) any other outgoings of whatever nature which are now or may during the term or any period of overholding be charged to or payable by the landlord in respect of or in connection with the premises unless expressly excluded in the Schedule.

2.2 If an outgoing relates to a period outside the term or a period of over-holding it will be apportioned.

2.3 If an outgoing is not separately assessed or charged in relation to the premises, to pay or reimburse a portion calculated on the proportion which the lettable area of the premises bears to the lettable area of the whole of the land or the building to which the outgoing relates, unless some other manner of apportionment is set out in the Schedule.

2.4 If the Act applies, to pay that proportion of the outgoings -

(a) that benefit all premises in the building: the proportion that the lettable area of the premises bears to the lettable area of the building, as stated in the Schedule;

(b) that benefit the premises and only some of the other premises in the building: the proportion that the lettable area of the premises bears to the lettable area of all premises that together share the benefit of the outgoing;

(c) that benefit only the premises: 100%.

3. Building operating expenses

3.1 During the term and any over-holding to pay, or to repay the landlord within 14 days of demand, a proportionate share of all expenses paid or incurred by the landlord in operating, managing, equipping, lighting, repairing, and maintaining the building including (without limitation) lavatories, sanitary services, cleaning, fire protection, essential safety measures, insurance premiums in respect of liability and other risks which the landlord reasonably requires.

3.2 The tenant's proportion of the expenses will be determined in the same manner as that referred to in clause 2.4 unless -

(a) some other way of apportioning the expenses is described in the Schedule; or

(b) the Act applies to an expense, in which case the tenant's proportion must exclude an expense that the landlord is not permitted to recover from the tenant; or

(c) legislation (by way of example, but not limited to, the Building Act 1993) applies to an expense, in which case the tenant's proportion must exclude the proportion, if any, of the expense that the legislation prohibits the landlord recovering from the tenant.

4. Insurances

4.1 To effect and keep current during occupation of the tenant a public liability policy in the name of the tenant for an amount of not less than \$20 million or such higher amount as the landlord may reasonably require from time to time. The policy must be placed with an insurer approved by the landlord, approval not to be unreasonably withheld. The tenant must produce evidence of the currency of the insurance, within seven days of a request to do so.

4.2 Not to do, allow, or acquiesce in anything being done at the premises or the building which may result in a policy of insurance relating to the premises becoming void or voidable or which may allow an insurer to decline a claim under a condition or exclusion contained in the policy or policies or otherwise or which may result in the premium being increased. If a premium is increased, the tenant must promptly pay or reimburse the increase (Note: this obligation applies even if the tenant pays rent on a gross lease basis).

4.3 To pay or reimburse the landlord for any excesses on insurance claims, or to pay the expense of works or repairs where the expense of the works or repairs would be less than the excess payable on an insurance claim, if an insurance claim had been made.

4.4 To effect and keep current during the tenant's occupation of the premises an insurance policy covering the tenant's and others goods at the premises for their current reinstatement or replacement cost against damage or destruction by fire, water, theft, malicious and accidental damage, storm, lightning and tempest, earthquake, explosion, impact by vehicles and aircraft and articles dropped from aircraft.

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5. Maintenance and repairs

- 5.1 During the term and any period of over-holding to maintain and keep in the state of repair existing on the commencement date of the term -
- (a) the exterior (including - but not limited to - fences, landscaped areas, vehicle parking areas, pathways, driveways and hard-stand areas) and the interior of the premises and the landlord's fixtures and fittings at the premises. The landlord's fixtures and fittings installed at the premises on the commencement date of the initial term are set out in the Schedule; and
 - (b) any roller shutter doors and electronically operated gates comprised in the landlord's fixtures and fittings by engaging the services of an appropriate contractor approved by the landlord and to produce evidence of the engagement and maintenance to the landlord or the managing agent on request fair wear and tear and damage to the premises or the landlord's fixture and fittings by fire or other cause not attributable to the default or negligence of the tenant or the negligence of the tenant's licensees or invitees excepted.
 - (c) For the avoidance of doubt, "commencement date of the term" means the commencement date of the initial term, if the lease is renewed for a further term or terms.
- 5.2 If during the term or a period of over-holding alterations or additions are made to the premises or to the landlord's fixtures and fittings installed at the premises, to maintain them in the condition they were in when made, subject to the exceptions to clause 5.1.
- 5.3 To replace with a similar article of at least equal value any landlord's fixture or fitting destroyed, lost, or so badly damaged that it cannot be satisfactorily restored to its former condition, subject to the exceptions to clause 5.1.
- 5.4 Damage to or deterioration in the condition of the premises or the landlord's fixtures and fittings or both will not be attributable to fair wear and tear if it is wholly or partly brought about because the tenant has not or has inadequately carried out maintenance or repairs or has permitted, allowed or acquiesced in -
- (a) structural loadings being exceeded;
 - (b) vehicles with inappropriate tyres or tracks or of excessive weight or size being used at or allowed on the premises;
 - (c) the fixtures and fittings of the landlord or the tenant being used in a manner inconsistent with their purpose;
 - (d) inadequate rubbish or waste removal, cleaning, gardening, lawn mowing or pest control.
- 5.5 During the term and any period of over-holding to -
- (a) thoroughly cleanse the inside and outside of the external and internal windows of the premises at least once in every three months (calculated beginning on the commencement date of the term) and also when otherwise reasonably required from time to time by the landlord or managing agent;
 - (b) keep all drains waste pipes, gutters, spouting, rain-heads, and downpipes which exclusively serve the premises clean and free of debris;
 - (c) only remove the landlord's fixtures and fittings from the premises if it is necessary to do so to have them repaired or replaced, and then only if the landlord or managing agent has first given written consent;
 - (d) only engage a person to maintain, alter, repair, install or make alterations or additions to the premises or to carry out repairs to or removal of the landlord's fixtures and fittings if the landlord or the managing agent has first given written approval, which will not be unreasonably withheld;
 - (e) promptly unblock or repair or both the sewers, drains, wash basins, sinks, showers, lavatories, sanitary apparatus, washing facilities and mechanical installations in or serving the premises. Workmanship and materials to be to the reasonable satisfaction of the landlord or the managing agent. The tenant acknowledges having inspected these items on or before the commencement date and on inspection they were found to be unblocked and undamaged;
 - (f) promptly replace broken or damaged glass, including float or plate glass, of the external and internal windows and other broken or damaged glass with glass conforming to the then applicable Australian Standard, whether or not the tenant is responsible for the breakage or damage and notwithstanding the exception to clause 5.1. Materials and workmanship to be to the reasonable satisfaction of the landlord or the managing agent;

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- (g) promptly repair or replace window or door fittings (including - but not limited to - frames, handles, fastenings and locks), light fittings, light globes, fluorescent tubes and starters, keys, key cards, and remote controls that are broken, become defective, or are mislaid, notwithstanding the exception to clause 5.1. Replacement parts, materials and workmanship are to be to the reasonable satisfaction of the landlord or the managing agent;
- (h) promptly remove graffiti from the premises, with the exception of that existing at the commencement of the initial term;
- (i) keep the premises free of pests and vermin by engaging qualified contractors approved by the landlord or the managing agent, approval not to be unreasonably withheld.

6. Alterations and additions

6.1 Before -

- (a) making structural alterations or additions to the premises; or
- (b) removing or relocating existing partitions, fixtures or fittings from or within the premises; or
- (c) installing partitions or other fixtures or fittings in the premises; or
- (d) decorating or redecorating the premises;

to obtain the written consent of the landlord or the managing agent.

6.2 Subject to clause 6.3, when giving consent the landlord or the managing agent may impose reasonable conditions. Reasonable conditions include (but are not limited to) provision of full-size approved plans and other working drawings, detailed specifications, complete and legible copies of permits, approvals and/or certificates, engineer reports, insurance, details of materials, and contractors being approved as required by clause 5.5(d).

6.3 The landlord or the managing agent may refuse consent if the giving of it will result in the Landlord having to undertake works to upgrade the premises or the building in which the premises are located to meet then current requirements of building laws.

7. Notice of accidents to premises/building

7.1 To promptly give written notice to the landlord or to the managing agent on becoming aware of an accident to or a defect in -

- (a) the premises; or
- (b) the building, if affecting access to the premises; or if affecting -
 - (i) water; or
 - (ii) sewerage; or
 - (iii) gas; or
 - (iv) electrical; or
 - (v) essential safety

fixtures and fittings connected to or serving the premises.

8. Inspecting the premises

8.1 The landlord, the managing agent or both may enter and inspect the premises on giving 24 hours prior written notice and at any time without notice, if there is an emergency.

8.2 On inspecting the premises the landlord, the managing agent or both will -

- (a) cause as little inconvenience as possible in the circumstances to the tenant; and may
- (b) bring with them any person, equipment and materials considered appropriate in the circumstances.

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9. Tenant to clean, repair and make good damage

- 9.1 To keep the premises in a thoroughly clean and tidy condition.
- 9.2 To store rubbish, garbage, and trade waste on the premises in secure containers and have it regularly removed at appropriate intervals.
- 9.3 To repair and make good to the reasonable satisfaction of the landlord or the managing agent any damage to the premises for which the tenant is responsible under the terms of this lease, within 14 days (or a shorter period if reasonable in the circumstances) after having been given written notice stating the damage.
- 9.4 The landlord or the managing agent or others on their behalf may enter the premises bringing equipment and materials and repair and make good the damage, if the tenant does not do so within the time stated in the written notice.
- 9.5 To pay, or repay on demand, to the landlord or the managing agent all reasonable amounts spent in connection with repairing and making good the damage for which the tenant is responsible including (but not limited to) labour, equipment, materials, approvals, permits, certificates, professional services, bank or financiers' charges and interest.

10. Returning the premises to the landlord

- 10.1 When the term or any over-holding comes to an end (whether by the passing of time or otherwise), to return the premises to the landlord in the required condition and at the time of doing so will have -
 - (a) removed the tenant's fixtures and fittings and goods including signage and advertising;
 - (b) made good any damage to the premises and/or the building resulting from or arising in connection with the installation or removal of the tenant's fixtures and fittings and goods; and
 - (c) reinstated the premises to the condition that existed when the first term of the lease commenced, if there has been a previous term or previous terms; and
 - (d) cleansed and tidied the premises and the landlord's fixtures and fittings.
- 10.2 If the tenant does not comply with clause 10.1(a) the landlord or the managing agent may dispose of the tenant's fixtures and fittings and goods in the manner permitted by the Australian Consumer Law and Fair Trading Act 2012 for the disposal of uncollected goods.
- 10.3 For the avoidance of doubt, "in the required condition" means in a condition consistent with the tenant's due performance of the obligations in clauses 5 and 9 and 11.3.

11. Signs

- 11.1 Before placing a sign on the premises to -
 - (a) obtain the written consent of the landlord or the managing agent, which may be subject to reasonable conditions; and
 - (b) obtain any permit(s) required and keep them current; and
 - (c) promptly provide a complete, legible copy of any permit(s) to the landlord or the managing agent.
- 11.2 A sign will comply with the law and be -
 - (a) displayed as required by the consent and permit(s);
 - (b) securely fastened;
 - (c) maintained in good condition; and
 - (d) removed when the lease ends.
- 11.3 On removing a sign, to make good damage to the premises or the building caused in connection with its installation, use or removal.

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12. Use of the premises

12.1 If an approval or a consent or a permit or any or all of them is necessary to use the premises for the permitted use, to -

- (a) obtain it; and
- (b) comply with it; and
- (c) keep it current; and
- (d) promptly give a complete, legible copy of it and any renewal of it to the landlord or the managing agent.

12.2 To use the premises for the permitted use specified in the Schedule and no other.

12.3 To carry on the permitted use at the premises during the usual business hours for the permitted use.

12.4 Not to discontinue the permitted use either temporarily or permanently, without the prior written consent of the landlord or the managing agent.

12.5 To comply with laws relating to the premises or the permitted use. But structural alterations or additions do not have to be made, unless necessary in connection with the permitted use.

12.6 In using the premises not to do, allow, or acquiesce in anything that may -

- (a) be illegal; or
- (b) create noise levels above those acceptable from time to time for the permitted use and in any event not use radio, television or other media at a volume audible outside the premises; or
- (c) create a danger or health risk to those on the premises or to the public; or
- (d) create a nuisance or disturb an owner or occupier of adjacent premises or nearby property; or
- (e) result in structural loadings being exceeded; or
- (f) adversely affect the landlord's insurance resulting in -
 - (i) a policy becoming void or voidable; or
 - (ii) a premium or deductible being increased; or
 - (iii) a claim being rejected.

12.7 Not to permit, allow, or acquiesce in an animal, fish, bird, or reptile being on the premises.

12.8 Not to conduct, allow or acquiesce in an auction at or from the premises, without the prior written consent of the landlord or the managing agent.

12.9 Not to hold, allow or acquiesce in the holding of a public meeting at, in or from the premises, without the prior written consent of the landlord or the managing agent.

13. Occupational Health and Safety Act 2004 (OHSA)

13.1 The tenant acknowledges and agrees it has management and control of the premises for the purposes of the OHSA.

13.2 To observe and comply with the requirements imposed on the tenant by the OHSA. In particular and without limiting the generality of the foregoing, the tenant will maintain free of obstruction all means of entry and exit at, and so far as is reasonably possible in the immediate vicinity of, the premises.

13.3 To give written notice to the landlord or to the managing agent as soon as possible on becoming aware of an actual or a potential issue at, or in the vicinity of, the premises affecting occupational health and safety.

13.4 To hold the landlord and the managing agent indemnified against all costs, expenses, claims, demands, actions, judgements, or orders incurred by or made against the landlord or the managing agent in connection with or in relation to the tenant's failure to observe and comply with the requirements imposed on it by the OHSA and regulations and by this clause.

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14. Assignment and sub-letting

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

14.2 Not to -

- (a) assign; or
- (b) sub-let; or
- (c) licence; or
- (d) part with occupation of

the premises or the tenant's legal or equitable interest in the premises unless the landlord or the managing agent has in each instance given prior written approval.

14.3 Subject to clause 14.4, the landlord or the managing agent will not unreasonably refuse approval.

14.4 It is not unreasonable for the landlord or the managing agent to refuse approval if -

- (a) the Act will then apply, if it did not apply when consent was sought;
- (b) the permitted use is to change;
- (c) the tenant has unpaid rent or outgoings;
- (d) the tenant has not made good a notified default;
- (e) no, or insufficient, details about the assignee, sub-tenant, licensee or person who will occupy the premise are provided;
- (f) the landlord or the managing agent is of the reasonable opinion the assignee, sub-tenant, licensee or person who will occupy the premises lacks sufficient means, ability, or business experience to carry on the permitted use - or, if it is proposed the permitted use be changed, the permitted use as proposed - and comply with the lease, on the basis of information provided;
- (g) the documents for the assignment, sub-letting, licensing, or parting with occupation are not reasonably acceptable to the landlord, the landlord's managing agent, or Australian legal practitioner or conveyancer;
- (h) all reasonable costs and expenses incurred by the landlord in relation to or in connection with giving approval have not been paid by the tenant;
- (i) the tenant, the assignee, sub-tenant, licensee or person taking occupation of the premises has not signed the documents for the transaction, at the time the landlord is to sign the documents;
- (j) the tenant or a guarantor of the tenant will be released from their obligations on the assignment, sub-lease, licence, or parting with occupation;
- (k) if the assignee, sub-tenant, licensee or person taking occupation of the premises is required to provide a guarantee and indemnity in favour of the landlord, the guarantee and indemnity is not in a form approved by the landlord's Australian legal practitioner.

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15. **Reletting, sale and other rights of entry**

15.1 To allow -

- (a) the affixing of "For Lease" and "For Sale" / "Auction" signs to the premises, in positions that do not unreasonably interfere with the tenant's business; and also
- (b) on receiving 24 hours prior written notice, prospective tenants or purchasers, on being accompanied by the landlord or the managing agent, and also valuers, who do not have to be accompanied, to enter and inspect the premises at reasonable times and when doing so to make photographic and video images of the premises; and also
- (c) on receiving 24 hours prior written notice, except if there is an emergency in which case no prior notice is required, others having a contractual right, under a contract with the landlord or the managing agent, to come on to and remain on the premises from time to time with necessary personnel, plant, equipment and materials for the purposes of attending to the landlord's obligations under this lease or obligations under laws applicable to the premises or the building,

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16. Security deposit

- 16.1** Before taking possession of, or being provided with occupation of, the premises and thereafter from time to time during the term or any period of over holding to provide a security deposit in cash or a bank guarantee, as may be required by the landlord, in the amount specified in the Schedule.
- 16.2** A bank guarantee provided as the security deposit will be -
- (a) in a form reasonably required by the landlord or the managing agent and which does not specify an expiry date;
 - (b) provided by a bank listed by the Australian Prudential Regulation Authority as -
 - (i) an Australian-owned bank; or
 - (ii) a foreign subsidiary bank; andin either case
 - (iii) must have an office at Melbourne at which payment will be made, on presentation of the bank guarantee;
 - (c) handed to the landlord or the managing agent as provided in clause 16.1
- 16.3** The landlord or the managing agent will hold the security deposit and may use it if-
- (a) a payment to be made by the tenant to the landlord is not made within 14 days of the due date for payment;
 - (b) a default is not made good as required by notice;
 - (c) the premises are not returned to the landlord in the required condition when this lease or any overholding ends.
- 16.4** The landlord or the managing agent is not required to advise the tenant before using the security deposit.
- 16.5** To maintain the security deposit at the required amount during the term and any over-holding.
- 16.6** If the security deposit is not sufficient to -
- (a) meet a payment; or
 - (b) make good a default; or
 - (c) put the premises into the required condition
- to pay the additional amount required to do so on demand.
- 16.7** Not to fail or refuse to make a payment because it may be met in part or entirely from the security deposit.
- 16.8** If the security deposit is provided in cash, not to permit, allow or acquiesce in a financing statement being registered over it, except by the landlord.
- 16.9** To provide information, sign documents and do anything else required to allow the landlord to -
- (a) register a financing statement over the security deposit; or
 - (b) either comply with obligations or enforce rights or both under the PPSA
- and even though this lease has expired or come to an end.
- 16.10** Notice of a verification statement under section 157(1) of the PPSA is not required.
- 16.11** If in the reasonable opinion of the landlord or the managing agent the premises are in a clean and tenable condition at the date on which the tenant vacates and the tenant has otherwise complied with the tenant's obligations, the security deposit will be repaid or the bank guarantee returned within 14 days after the date on which the landlord or the managing agent determine the premises are in such a condition.

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17. Interest

- 17.1 To pay interest on any monies payable to the landlord which are not paid on the due day for payment (monies overdue), if demanded.
- 17.2 The rate of interest will be that fixed from time to time under section 2 of the Penalty Interest Rates Act 1983.
- 17.3 Interest will be calculated and charged on the monies overdue from time to time beginning on the day after the day on which payment is due to and including the day on which the monies overdue are paid in full.

18. Landlord's costs and expenses / stamp duty

- 18.1 To pay, or to repay, on demand: -
- (a) The landlord's reasonable managing agent's, legal or conveyancer's costs and out-of-pocket expenses incurred in connection with -
 - (i) the negotiation, preparation, settling and signing of this lease;
 - (ii) a default by the tenant;
 - (iii) a request to give or obtain a consent or an approval, whether or not given or obtained;
 - (iv) a variation, surrender or assignment of this lease;
 - (v) a renewal of this lease;
 - (b) Stamp duty (if any) assessed in connection with this lease or a renewal of it.
- 18.2 If the Act applies, the landlord may only recover costs and out-of-pocket expenses as permitted by the Act.

The landlord covenants and agrees with the tenant as follows -

19. Quiet enjoyment

- 19.1 If the tenant -
- (a) pays the rent, outgoings and other expenses payable by the tenant under the terms of this lease when due; and
 - (b) carries out and complies with the tenant's other obligations the tenant may, subject to the rights of entry set out in this lease, occupy and use the premises for the permitted use during the term and any over-holding without interruption by the landlord or a person rightfully claiming through, under, or in trust for the landlord.

20. Access to the premises

The tenant may use in common with others the usual means for entering and leaving the premises, during the term or any over-holding.

21. Insurance

To provide the tenant with details of insurance covers taken out by the landlord in relation to the premises, on receiving written request.

The landlord and the tenant covenant and agree with each other as follows -

22. Over-holding

- 22.1 If the tenant does not have an option to renew this lease for a further term or if having an option to renew does not exercise it in the required manner, then if at least 3 months before the term expires, unless otherwise agreed in writing -
- (a) the tenant has not given the landlord written notice of intention to vacate the premises; or
 - (b) The landlord has not given the tenant a written notice requiring possession of the premises on the day after the day on which the term expires -
 - (i) the tenant will be a tenant from month-to-month; and

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- (ii) on the terms and conditions of this lease, so far as they are applicable to a monthly tenancy; and
- (iii) the monthly rent will be the same as that payable when the term expired, unless otherwise agreed; and
- (iv) the landlord may vary the monthly rent on giving one month's prior written notice; and
- (v) the landlord or the tenant may end the tenancy at any time by giving three months prior written notice.

23. Further term

23.1 If the tenant may renew this lease for a further term as specified in the Schedule, the tenant may do so if -

- (a) rent and other payments to be made by the tenant are not in arrears; and
- (b) there is no un-remedied default of which written notice has been given by the landlord; and
- (c) there have been no persistent defaults during the term of which written notices have been given by the landlord; and
- (d) written notice of the renewal dated and signed by the *tenant is given to the landlord or the managing agent not more than 3 months before and no later than 5:00 pm on the last day to exercise the option set out in the Schedule. (*if there is more than one tenant, each must sign the notice)

23.2 The lease for the further term will be on the terms and conditions of this lease, except -

- (a) this clause 23 will be omitted, if there is no further term; or
- (b) if there is a further term(s) remaining, the lease will be altered to omit the renewed further term;
- (c) if the rent for the further term is to be agreed and there is no agreement within 30 days before the commencement date of the further term then - unless before the 30 days ends some other period of time has been agreed for concluding an agreement about the rent - the rent for the further term will be determined as set out in clause 24.2.

24. Review of the rent to market

24.1 The rent -

- (a) then payable on the terms of this lease; or
- (b) the rent as agreed or determined for the then current further term

will be reviewed to the current market rent of the premises (the rent) on each market review date specified in the Schedule.

24.2 If the Act does not apply and the rent for a further term has not been agreed as provided in clause 23.2 (c) or within 60 days after a market review date, the rent will then be determined, as follows -

- (a) the landlord or the tenant or both may apply to the REIV for the appointment of a valuer to determine the rent;
- (b) the landlord and the tenant will co-operate with one another and with the REIV and do all things required by the REIV so the appointment of a valuer can be made with a minimum of delay;
- (c) the landlord and the tenant will each pay fifty percent (50%) of the fees and expenses of the REIV in making the appointment and of the valuer in determining the rent, unless other percentages are agreed in writing. If either of them neglects or refuses to pay their share, or a part of it, the other may do so on their behalf and recover the payment on the basis of an account stated;
- (d) the valuer will determine the rent as an expert, on formally accepting the appointment;
- (e) in determining the rent the valuer will not take into account improvements, fixtures and fittings -
 - (i) paid for by the tenant; and
 - (ii) installed by or for the tenant in connection with the permitted use, with the landlord's consent; and
 - (iii) that the tenant has the right to remove when this lease endsunless the landlord and the tenant agree otherwise in writing.

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- (f) the landlord and the tenant will co-operate with one another and with the valuer in providing access to the premises and to documents and information in their possession or under their control which the valuer considers relevant to the review;
- (g) subject to sub-clause (d), the valuer will provide the landlord and the tenant with a written determination within a reasonable time;
- (h) the determination must have reasons and set out matters taken into account in the making of it;
- (i) the determination will be final and binding on the landlord and the tenant;
- (j) if the rent has not been agreed or determined by a review date, the tenant will continue to pay the rent then current;
- (k) On the next day for payment of rent following the rent being agreed or the valuer's determination being provided any adjustment required will be made.

25. CPI adjustment of the rent

25.1 On each date specified in the Schedule (adjustment date) the rent will be adjusted in line with movements in the CPI using the formula -

$R \text{ equals } A \text{ multiplied by } B \text{ divided by } C$

Where -

"R" is the adjusted rent payable from the adjustment date;

"A" is the rent payable immediately before the adjustment date;

"B" is the CPI for the quarter ended immediately before the adjustment date;

"C" is the CPI for the quarter ended immediately before the previous adjustment date or if there is no previous adjustment date, immediately before the commencement date.

25.2 If the CPI for the quarter ended immediately before the adjustment date is not published until after the adjustment date, the adjustment will be made as soon as possible following publication, with the adjustment taking effect on and from the adjustment date. Pending the adjustment, the tenant must continue to pay the rent then current. On the next date for payment of rent following the adjustment, any under payment or over payment will be paid or credited respectively, as the circumstances require.

25.3 If the base of the CPI is changed between the commencement date and the first adjustment date or between the adjustment dates any necessary alterations must be made to preserve the continuity of the calculations.

25.4 If the ABS ceases to publish the CPI the adjustment will be made using the index or other publication substituted for it, any changes being made to preserve the continuity of the calculations. If no index or publication is substituted, the landlord and tenant will agree on an alternative index or publication within 14 days of the adjustment date. If there is no agreement, either the landlord or the tenant or both will request the President of the REIV or his or her nominee (acting as an expert) to determine an appropriate index or publication which reflects changes in the cost of living at Melbourne. The determination will be final and binding.

26. Fixed rent increases

26.1 On each rent increase date specified in the Schedule the annual rent then payable will be increased by the stated percentage or amount.

26.2 On the next day for payment of rent following the rent being increased, the required adjustment will be made.

27. Damage to and destruction of the premises

27.1 If during the term or a period of over holding -

- (a) the premises or a part of the premises are totally or partly damaged or destroyed by any cause so as to be unfit for use and occupation by the tenant; and

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- (b) the event causing the damage or destruction was not caused or contributed to by the default of the tenant ;
and
- (c) any policy of insurance effected by the landlord has not been vitiated or payment or renewal refused as a result of an act, neglect, or default of the tenant -

then the rent and outgoings - or a fair and reasonable proportion having regard to the nature and extent of the damage or destruction or to any interference with the permitted use of premises by the tenant - will be suspended or cease to be payable, so long as the premises are unfit for occupation and use.

27.2 If there is a dispute about the proportion or the period of abatement the landlord and the tenant agree it will be referred to arbitration under the Commercial Arbitration Act 2011 and abatement will be in full satisfaction of all claims for damages by the tenant against the landlord.

27.3 Notwithstanding clause 27.2, if the premises are totally or substantially destroyed and not re-instated within 3 months from the date on which the destruction occurred the landlord or the tenant may by written notice elect to end this lease and from the date of the giving of the notice all claims under this lease, except for those which have arisen before that date, will be at an end.

28. Cessation of building services

Except in the case of voluntary withdrawal by the landlord or provided by the Act (if applicable), no damages, compensation or abatement of the rent will be claimed by the tenant or allowed by the landlord for the cessation of, damage to, or the failure or breakdown of any services provided in or to the building. "Services" include, but are not limited to, electricity, gas, water, sprinklers, alarms, pumps, air conditioning, heating, cooling or ventilation equipment, hot water service, cleaning, lifts or escalators.

29. Personal Property Security Act 2009 (PPSA)

29.1 The landlord and the tenant agree this lease is a security interest for the purposes of the PPSA.

29.2 The tenant will not register or allow or acquiesce in the registration of financing statement by any person, with the exception of the landlord, for goods provided by the landlord at or in connection with the premises.

29.3 The landlord may register a financing statement for a security interest arising because of this lease over goods provided by the landlord at or in connection with the premises, or the tenant's fixtures, fittings and/or goods not removed from the premises when this lease ends that are personal property.

29.4 The tenant waives the right to receive a notice in relation to registration events to which section 157(1)(a) of the PPSA applies.

29.5 The landlord and the tenant agree they will not disclose information in the nature of that referred to in section 275(1) of the PPSA.

29.6 When this lease ends and the tenant has vacated the premises and returned them to the landlord in the condition required by this lease (or as may be otherwise agreed in writing), or on an assignment in accordance with the terms of this lease the landlord will register a financing change statement for a security interest of the landlord, with the exception of a security interest registered for goods provided by the landlord at or in connection with the premises.

29.7 The tenant will sign all documents and do all things necessary to allow the landlord to register a financing statement and enforce its rights and meet its obligations under the PPSA and this clause. If the tenant is an individual, the tenant will provide his or her date of birth and a certified copy of his or her current driver's licence or birth certificate in confirmation. The landlord will not use the certified copy for any other purpose and will return it to the tenant on request.

29.8 The tenant will pay on demand the landlord's reasonable costs and expenses incurred in relation to or in connection with matters referred to in this clause.

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30. Indemnity by the tenant

The landlord will not be liable for any damage or injury to the premises or to the tenant or the tenant's property or to the property of the tenant's employees, contractors, agents, licensees or invitees as a result of any happening not attributable to the negligence of the landlord. To the extent permitted by law, the tenant indemnifies and agrees to keep the landlord indemnified in respect of and in connection with all claims, actions, suits, demands, judgements or costs arising from or related to such damage or injury.

31. Notices

31.1 A notice to be given by the landlord or the tenant is to be in writing and is to be dated and signed by the giver of it.

31.2 A notice is given to the party to whom it is addressed (recipient) by -

- (a) delivering it; or
- (b) posting it by pre-paid post; or
- (c) sending it by electronic communication (email)

to the address or to the email address (as the case requires) of the recipient, set out in the Schedule.

31.3 A notice that is delivered is given on delivery. But if delivery takes place outside normal business hours the notice is deemed given at 9:00 am on the next business day at the place of delivery.

31.4 A notice that is posted is given -

- (a) if posted by express post, on the next business day; or
- (b) if posted by priority post, on the fourth business day; or
- (c) if posted by regular post, on the sixth business day

after the day on which the notice is posted.

31.5 A notice sent by email is given when it first becomes capable of being retrieved as provided in section 13A (2) of the Electronic Transactions (Victoria) Act 2000. If that occurs outside normal business hours the notice is deemed given at 9:00 am on the next business day.

31.6 For the purpose of giving a notice -

- (a) "normal business hours" means between the hours of 9:00 am and 5:00 pm inclusive on a business day; and
- (b) "business day" means a day other than Saturday, Sunday or a day declared as a public holiday at the street address of the recipient set out in the Schedule.

32. Electronic Transactions (Victoria) Act 2000 (ETVA)

32.1 For the purposes of Part 2, Division 2, section 8 of the ETVA the landlord and the tenant acknowledge it is reasonable to expect that information or a notice or both to be given by either of them to the other by means of an electronic communication will be readily accessible so as to be useable for subsequent reference and consent to information or a notice or both being given to them by means of an electronic communication.

32.2 For the purpose of the giving of a notice which requires a signature and will be given in the body of or as an attachment to an email, the signature of the person to the notice will be a sufficient signature if typed in a legible font.

33. Rules

33.1 The landlord or the managing agent on behalf of the landlord may make rules or regulations or both for the management, use, or occupation of the Building or for all these purposes, but they must not be inconsistent with the rights of the tenant as set out in this Lease or the Act, if the Act applies.

33.2 The landlord or the managing agent on behalf of the landlord may revoke or alter rules or regulations or substitute other rules or regulations for those then current.

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33.3 The tenant will from time to time comply with the rules or regulations and rules of an owners corporation (if applicable) - whether original, altered or substituted - starting on the date of being given notice of them.

34. Defaults by the tenant

34.1 The landlord may terminate this lease by re-entry or forfeiture if the tenant fails to remedy a breach of this lease within 14 days after being given a notice complying with section 146(1) of the Property Law Act 1958, but no notice is required before re-entry or forfeiture in the case of non-payment of rent.

34.2 The tenant is in breach of this lease if -

- (a) the rent or outgoings or both are not paid on the due dates for payment although no legal or formal demand has been made; or
- (b) the tenant otherwise fails to observe and perform the covenants on its part to be observed and performed;
- (c) being a company -
 - (i) an order is made or a resolution passed for its winding-up, other than for the purposes of reconstruction or amalgamation; or
 - (ii) a provisional receiver, receiver, or receiver and manager is appointed; or
 - (iii) it is placed under official management; or
 - (iv) it goes into liquidation; or
 - (v) control of the company changes, without the prior written consent of the landlord, unless the tenant is a company listed on an Australian stock exchange in which case consent is not required;
- (d) the tenant fails to satisfy a judgement entered against it within the time specified in the judgement to do so;
- (e) the tenant being an individual commits an act of bankruptcy;
- (f) a guarantor of the tenant who is an individual commits an act of bankruptcy or, if the guarantor is a company, any of the matters set out in clause 34.2 (c) occurs.
- (g) the tenant ceases to use premises for the permitted use or permits or acquiesces in the premises ceasing to be used for the permitted use;
- (h) the tenant closes the premises during normal business hours for the permitted use or permits or acquiesces in the premises being closed for business during normal business hours for the permitted use;
- (i) the premises are unoccupied for a period exceeding 14 days during the term or a period of over holding.

34.3 If the landlord terminates this lease, the landlord may sue the tenant for unpaid monies or damages or both, including for damages representing the benefit of this lease receivable if the term had continued and expired by the passing of time.

35. Repudiation of this lease by the tenant

Clauses 1, 2, 3, 4, 5, 6, 9, 12, 14 and 16 are essential provisions of this lease. If the tenant breaches an essential provision it is a repudiation which the landlord may accept. If the landlord does not accept a repudiation of an essential provision it does not prevent the landlord accepting a subsequent repudiation of the same or another essential provision.

36. Disputes

36.1 A dispute must be resolved in accordance with Part 10 of the Act, if the Act applies.

36.2 A party to a retail tenancy dispute may be represented by a legal practitioner or practitioners of their choice, unless the dispute is one to which clause 36.3 applies.

36.3 A dispute between the tenant and another tenant or occupier of the Building about the use of the premises or the Building must be promptly referred by the tenant to the landlord or the landlord's managing agent for determination. Unless the Act applies, the determination of the landlord or the landlord's managing agent will be binding and the tenants or occupiers have no right to legal representation.

Commercial Lease[©]

36.4 In determining a dispute under clause 36.3, the landlord or the managing agent is not required to strictly comply with the rules of natural justice and the laws or rules of evidence do not apply and they may inform themselves as they see fit with the intent the dispute will be determined in a reasonable manner as speedily, informally, and inexpensively as possible.

37. Goods and Services Tax

37.1 "GST" means GST within the meaning of the A New Tax System (Goods and Services Tax) Act 1999 as amended (GST Act).

37.2 Expressions used in this clause 37 and the GST Act have the same meaning as in the GST Act.

37.3 Except where this Lease states otherwise, each amount payable by a party under this Lease in respect of a taxable supply by the other party is expressed as a GST exclusive amount and the recipient of the supply must, in addition to that amount and at the same time, pay to the supplier the GST payable in respect of the supply.

37.4 An amount payable by the tenant in respect of a creditable acquisition by the landlord from a third party must not exceed the sum of the value of the landlord's acquisition and the additional amount payable by the tenant under clause 37.3 on account of the landlord's GST liability.

37.5 A party is not obliged, under clause 37.3, to pay GST on a taxable supply to it under this Lease, until given a valid tax invoice for the supply.

37.6 If during the term or period of over holding the landlord registers, or is required to be registered, for GST under the GST Act, then on and from the date the landlord registers, or is required to be registered, for GST under the GST Act clauses 37.3, 37.4 and 37.5 will apply to each amount payable by a party under this lease in respect of a taxable supply by the other party or an amount payable by the tenant in respect of a creditable acquisition.

38. Definitions and interpretation

In this Lease, unless otherwise required by the context or subject matter -

"ABS" means the Australian Bureau of Statistics or its successors.

"acquiesce in" / "acquiesced in" means the tenant has failed to take reasonable measures which, if taken, would have prevented the act, matter or thing which led to a breach of the tenant's obligations under this lease.

"Act" means the Retail Leases Act 2003.

"act of bankruptcy" has the meaning given in section 40 of the Bankruptcy Act 1966.

"bank guarantee" means a guarantee by an authorised deposit taking institution under the Banking Act 1959.

"building" means the building of which the premises forms a part.

"control" has the meaning given in section 50AA of the Corporations Act 2001.

"court" includes a tribunal.

"CPI" means the Consumer Price Index, Australia All Groups Index numbers for Melbourne as published by the ABS.

"electronic communication" has the meaning given in section 3 of the Electronic Transactions (Victoria) Act 2000.

"essential safety measure" has the meaning given in regulation 1202 of the Building Regulations 2006.

"information" when used in relation to an electronic communication has the meaning given in section 3 of the Electronic Transactions (Victoria) Act 2000.

"landlord" means the individual or corporation or incorporated association or one or more of them referred to in the Schedule and includes the assignees, executors, administrators, or successors of the landlord and the reversioner immediately expectant on the Term.

"REIV" means The Real Estate Institute of Victoria Ltd ACN 004 201 897 or its successors.

"sign" includes advertisement.

Commercial Lease[©]

"tenant" means the individual or corporation or incorporated association or one or more of them referred to in the Schedule and includes the executor, administrator, and permitted assignee of the tenant and where the context permits includes an employee, agent, contractor, licensee, or invitee of the tenant.

"then applicable Australian Standard" means that published by Standards Australia Limited ACN 087 326 690 or its successors.

"writing" includes all modes of representing or reproducing words, figures, or symbols in a visible form and expressions referring to writing are to be read accordingly.

If the landlord or the tenant or both comprise two or more individuals or corporations or incorporated associations the covenants and obligations their part apply to them jointly and to each of them individually.

No waiver by the landlord or the tenant of a breach of the terms of this lease by the other will operate as a waiver of another breach of the same or of another term, condition, or covenant.

References to an Act includes a reference to orders, declarations, ordinances, regulations, rules, by-laws, or guidelines made under it and to all amendments, modifications, re-enactments, consolidations, or replacements.

The singular includes the plural and vice versa.

The masculine gender includes the female and neuter genders.

If it is necessary to determine priority between the provisions of this lease, the priority is -

- the content, if any, of the Special Conditions Schedule; then
- the content of the Schedule; then
- the respective covenants of the landlord and the tenant.

This Lease is to be interpreted so it does not infringe Acts of the Commonwealth or Victorian Parliaments or any subordinate legislation made under them. If a provision does infringe, it will be read down, but only to the extent necessary, so it does not infringe and will otherwise remain operative, so far as possible in the circumstances. If it cannot be read down, it will be disregarded. If a provision is disregarded or held invalid by a court, the remainder of this Lease will continue in force.

Executed as a deed and if by a corporation in, the manner referred to in section 127 of the Corporations Act 2001.

Signed sealed and delivered by landlord company (1)

.....
Director

.....
Director / Company Secretary

in the presence of:

.....
Witness

J M Comben

***Signed sealed and delivered by landlord (1)**
(*only complete if the landlord is an individual)

31/01/24

JHEL COMBEN

.....
in the presence of:

J. Hemingway

YVONNE HEMINGWAY

.....
Witness

Signed sealed and delivered by landlord company (2)

.....
Director

.....
Director / Company Secretary

in the presence of:

.....
Witness

***Signed sealed and delivered by landlord (2)**
(*only complete if the tenant is an individual)

.....
in the presence of:

.....
Witness

Executed as a deed and if by a corporation in, the manner referred to in section 127 of the Corporations Act 2001.

Signed sealed and delivered by tenant company (1)

.....
Director

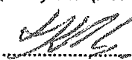
.....
Director / Company Secretary


in the presence of:

.....
Witness

***Signed sealed and delivered by tenant (1)**

(*only complete if the landlord is an individual)


.....
in the presence of:

 
.....
Witness

Signed sealed and delivered by tenant company (2)

.....
Director

.....
Director / Company Secretary

in the presence of:

.....
Witness

***Signed sealed and delivered by tenant (2)**

(*only complete if the tenant is an individual)

.....
in the presence of:

.....
Witness

REIV Lease Schedule

Landlord: TM Comben ABN 929 839 809 of Apartment 1:10, 1 Brewer Road, Brighton East, Victoria, 3187

Tenant: Kelly-Marie Asmus-Albornoz ABN 81 604 411 826 trading as Albatross Photography & Design of 83 McKean St, Bairnsdale, Victoria, 3205

Premises: The premises known as 44B Bailey St (being level 1, rear of 139-141 Main St) Bairnsdale, Victoria, 3875 and shown highlighted or hatched on attached plan.

Term: One year, commencing 1 February 2024

Landlord's fixtures and chattels (if any): suspended ceiling, electric light fittings.

Further term(s) (CI 23): Two (2) further term of one (1) year

Last date for exercise of option(s) (CI 23.1(d)): 31 October 2024, 2025

Commencement date of the next further term (CI 23): 1 February 2025

Commencing rent (CI 1): Rental of ~~\$10,450.00~~ ^{\$9,500} plus GST (if applicable), payable in instalments of \$870.84 plus GST (if applicable) calendar monthly in advance by direct debit.

Rent commencement date (CI 1): 1 March 2024 (following one month rent-free period from 1 February 2024)

Landlord's loss of rent and outgoings insurance period (CI 2.1(h)): 12 months

Landlord's public liability insurance cover (CI 2.1(h)): \$10,000,000

Outgoings excluded (CI 2.1): Not applicable

Outgoings, manner of apportionment: Where separately assessed, 100% payable by tenant; otherwise, portions apply on the basis of lettable area as per clause 2.4.

The proportion that the lettable area of the premises bears to the lettable area of the building: 290m² : 950m² (estimated area – no survey to be conducted)

Building operating expenses, apportionment (CI 3.2(a)): Not applicable

Permitted use (CI 12.2): Photographic & Design studio

Security deposit (CI 16.1): One month's rent at all times, commencing at \$870.84 plus GST (if applicable) unless otherwise agreed in writing

Market rent review dates (CI 24.1): Not applicable

CPI adjustment of rent dates (CI 25.1): 1 February 2025, 2026

JA me
JA
WLL

SPECIAL CONDITIONS SCHEDULE

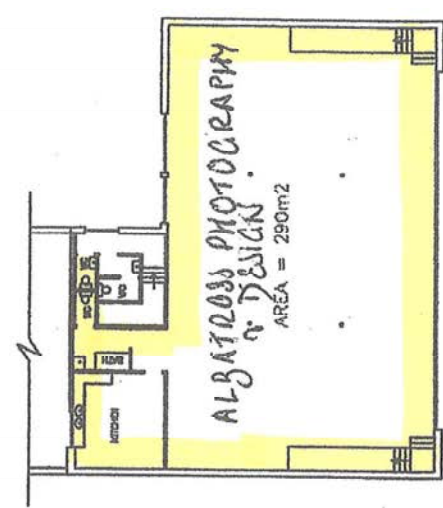
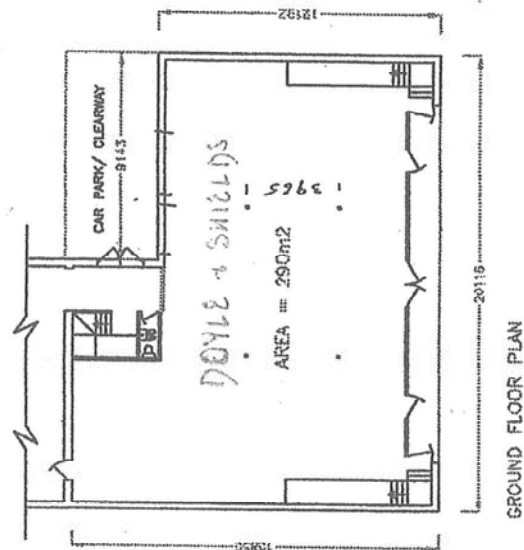
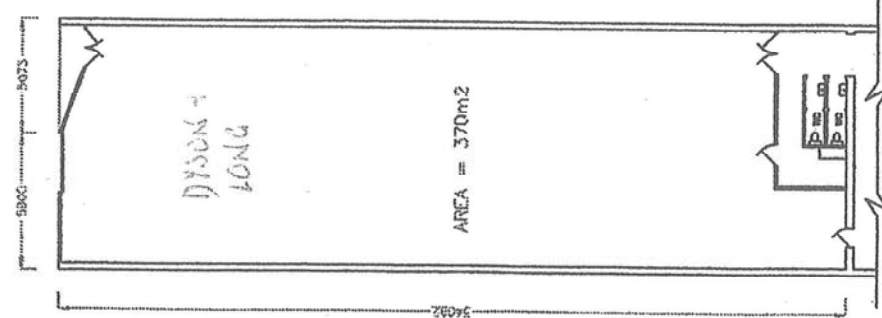
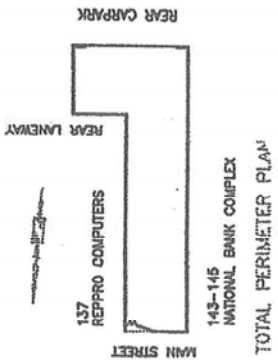
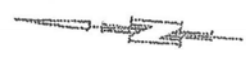
1. **Restricted access via side roller door:** The tenant acknowledges and agrees that access to the premises via the side roller doors may be restricted due to parking and access arrangements of other tenants in the building. The tenant agrees that such restricted access shall not constitute a breach of this lease and in particular shall not constitute a breach of the tenant's right to quiet enjoyment of the premises in accordance with clause 19 of the lease and access to the premises in accordance with clause 20 of the lease. The tenant agrees that it shall, where necessary, consult in good faith with the other relevant tenants of the building to secure access via the side roller doors. The landlord agrees to seek the co-operation of the other tenants of the building to facilitate the tenant's access to the premises via the side roller door when required.
2. **Car Parking:** The tenant acknowledges and agrees no permanent or designated car parking is attached to or associated with the premises. If at any time the car parking directly abutting the building (including the premises) (off the Bailey St entrance to the building) is designated by Council as allocated to the building for the exclusive use of the building occupants, the tenant agrees that it is entitled to the use of no more than half of the car park spaces directly abutting the building, or such lesser number as may be determined by Council.
3. **Essential Safety Measures:** It is agreed:
 - a. The landlord and tenant will comply with all obligations arising from legislation or case law as to the provision and maintenance of Essential Safety Measures, including but not limited to record keeping and display, that may be required at the premises ('*ESM obligations*'), for the duration of the lease and any further terms.
 - b. The tenant shall immediately provide the landlord or the managing agent with written notice of any matter which, to the best of the tenant's knowledge and belief, may amount to a breach of the landlord and tenant's ESM obligations as defined above.
 - c. Subject to any relevant legislation and case law stating otherwise, the tenant shall be responsible for the reasonable cost of inspecting, reporting, maintaining and servicing all Essential Safety Measures at the premises, in accordance with the landlord's ESM obligations including, but not limited to, the servicing of fire protection equipment.
 - d. In the event that, with the landlord's written consent, the tenant changes its use of the premises from the permitted use listed in the lease Schedule, and the new use of the premises has any direct or indirect effect on the Essential Safety Measures required at the premises, the tenant will be solely responsible for all costs incurred directly or indirectly from such change of the use of the premises.
 - e. Immediately upon commencement of the initial term of this lease, and during any further terms of the lease, the landlord or its managing agent will enter into and keep in force a service agreement with a firm of contractors who specialise in the maintenance and service of essential safety measures including, but not limited to, firefighting equipment, emergency and exit lighting within the premises in accordance with the building regulations and the tenant

will be liable to pay the reasonable costs associated with the maintenance agreement.

- f. This lease will be subject to any changes to the relevant legislation and case law and in the event of an inconsistency between the terms of this lease and any of the relevant legislation and case law, the relevant legislation and case law shall prevail to the extent of the inconsistency, and this shall include any relevant legislation and case law which states the tenant will be liable for any or all costs of the landlord and the tenant's ESM obligations.
6. The tenant shall be permitted to place signage upon the premises, but signage shall only be permitted upon the premises with the written consent of the landlord in accordance with clause 11. The landlord will not unreasonably decline a request from the tenant to place signage on the premises, so long as all requests are approved by all relevant authorities including the council, body corporate, landlord and any other relevant party, and any necessary planning or building permits are obtained prior to works commencing. Any such works must be carried out by registered and suitably qualified tradespeople in accordance with current building codes.
7. The landlord and tenant agree this lease is subject to the *Retail Leases Act 2002* (Vic).

YH Jme M. M



GROUND FLOOR PLAN

GROUND FLOOR PLAN

FIRST FLOOR PLAN

NOTES & SPECIFICATIONS

LEGEND

JA
JA

JA
JA

Rj Comben Properties

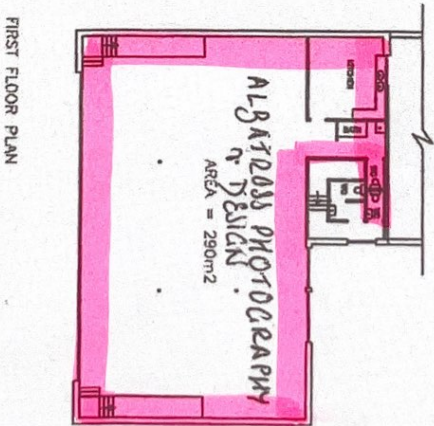
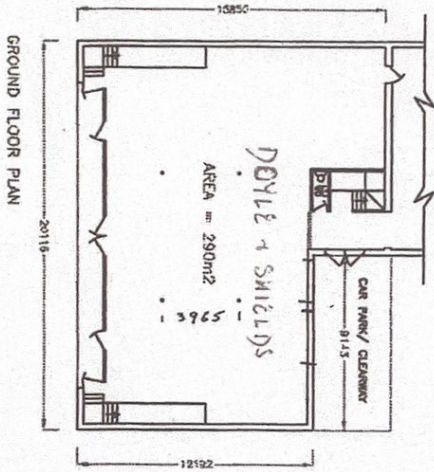
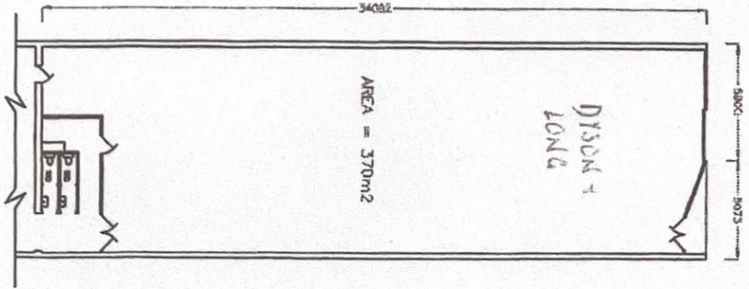
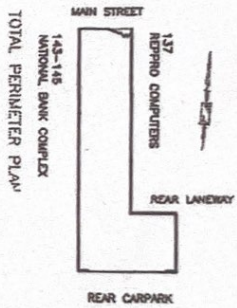
MAIN STREET BAIRNSDALE
RETAIL PROPERTY NO. 139 - 141
FLOOR PLAN



DRAWING No.
SITE 139 - 141
PLAN A
SHEET 1 OF 1

DRAWN BY : HEC
VERSION
DATE OF PLOT 17/01/2000

ANNEXURE B
PLAN OF PREMISES



NOTES & SPECIFICATIONS

LEGEND

RJ Comben Properties

MAIN STREET BAIRNSDALE
RETAIL PROPERTY NO. 139 - 141
FLOOR PLAN

DRAWN BY: J. JOD

VERSION

DATE OF PLAN 12/02/2000

SCALE	1:100
DESIGNED NO.	SITE 139 - 141 PLAN A
SHEET	1 OF 1

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

Page 1 of 1

VOLUME 08034 FOLIO 761

Security no : 124117917600Y
Produced 02/09/2024 02:09 PM

LAND DESCRIPTION

Lot 1 on Title Plan 824321W.
PARENT TITLE Volume 06312 Folio 304
Created by instrument 2583858 26/08/1953

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
THELMA MARGARET COMBEN of "CLASSIC RESIDENCES APT" APARTMENT 10 LEVEL 1 1
BREWER ROAD BRIGHTON EAST VIC 3187
AX544770R 11/12/2023

ENCUMBRANCES, CAVEATS AND NOTICES

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

DIAGRAM LOCATION

SEE TP824321W FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

DOCUMENT END



Imaged Document Cover Sheet

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Document Type	Plan
Document Identification	TP824321W
Number of Pages (excluding this cover sheet)	2
Document Assembled	02/09/2024 14:54

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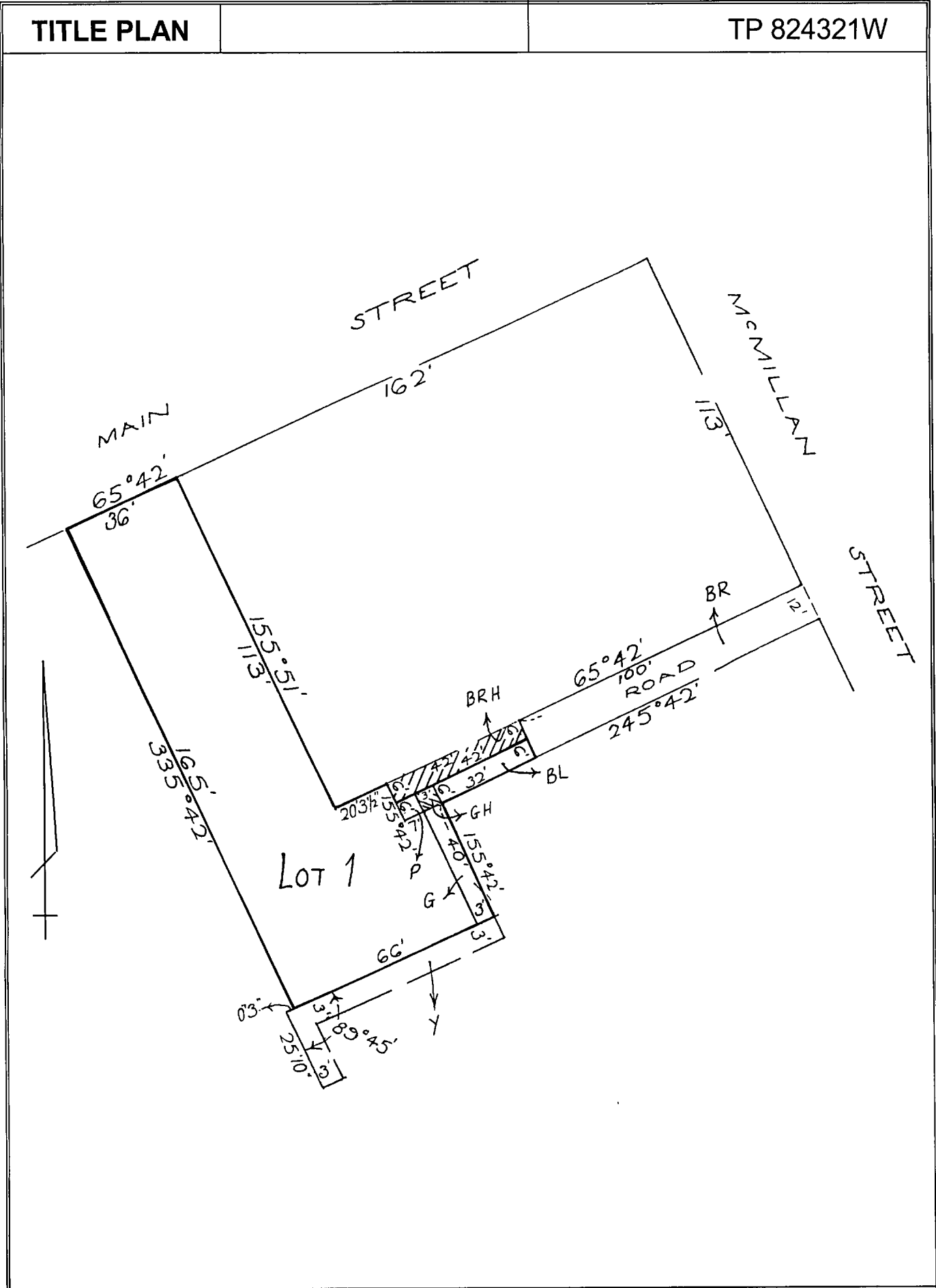
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TITLE PLAN	EDITION 1	TP 824321W			
Location of Land Parish : BAIRNSDALE Township : BAIRNSDALE Crown Allotment : CROWN PRE-EMPTIVE RIGHT SECTION A (PT) Crown Portion : - Section : - Base record : DCMB Last Plan Reference : - Derived From : VOL. 8034 FOL. 761 Depth Limitation : NIL		Notations ANY REFERENCE TO MAP IN THE TEXT MEANS THE DIAGRAM SHOWN ON THIS TITLE PLAN			
Description of Land/ Easement Information <i>All that piece of Land, delineated and coloured red, blue, green, green-hatched and purple on the map in the margin being part of Crown Pre-emptive Right Section A Township - and Parish of Bairnsdale County of Tanjil - Together with a right of carriage way over -- the road coloured brown-hatched on the said map and Together with a right to enter in and upon the land coloured yellow on the said map and to clear the same of obstructions and to dig cut and excavate the said land coloured yellow and to lay or place drainage pipes thereon or thereunder and to use such pipes for all purposes of drainage and to cleanse repair alter cut off or remove any pipes so laid or placed and replace them with others and Together -- with a right to deposit or place or allow to remain on or along the said land coloured yellow all earth soil stone gravel timber or other substance matter or thing which may be removed or excavated in clearing digging cutting and excavating the said land coloured yellow and ---- Together with a right to go pass and repass for all purposes aforesaid through over and along the said land coloured yellow - As to the land coloured blue Together with a right of ---- carriage way over the road coloured brown on the said map - - - - -</i>		THIS PLAN HAS BEEN PREPARED BY LAND REGISTRY, LAND VICTORIA FOR TITLE DIAGRAM PURPOSES COMPILED: Date 7/12/05 VERIFIED: A. DALLAS <i>Assistant Registrar of Titles</i>			
ENCUMBRANCES As to the land coloured blue --- <u>ANY EASEMENTS</u> affecting the same - - As to the land coloured purple and green-hatched --- <u>THE CARRIAGE WAY EASEMENT</u> created by Instrument of Transfer No.1726854 in the Register Book - - - - - As to the land coloured green and -- green-hatched --- <u>THE DRAINAGE EASEMENT</u> created by the said Instrument of Transfer - - - -		COLOUR CODE BL=BLUE G=GREEN BR=BROWN P=PURPLE Y=YELLOW R=RED H=HATCH CH=CROSS HATCH			
<u>FOR DIAGRAM SEE SHEET 2</u>					
<table border="1" style="margin: auto; border-collapse: collapse;"> <tr> <td style="text-align: center; padding: 5px;">TABLE OF PARCEL IDENTIFIERS</td> </tr> <tr> <td style="text-align: center; padding: 5px; font-size: small;">WARNING: Where multiple parcels are referred to or shown on the Title Plan this does Not imply separately disposable parcels under Section 8A of the Sale of Land Act 1962</td> </tr> <tr> <td style="text-align: center; padding: 5px;">LOT 1 = CROWN PRE-EMPTIVE RIGHT SECTION A (PT)</td> </tr> </table>			TABLE OF PARCEL IDENTIFIERS	WARNING: Where multiple parcels are referred to or shown on the Title Plan this does Not imply separately disposable parcels under Section 8A of the Sale of Land Act 1962	LOT 1 = CROWN PRE-EMPTIVE RIGHT SECTION A (PT)
TABLE OF PARCEL IDENTIFIERS					
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LOT 1 = CROWN PRE-EMPTIVE RIGHT SECTION A (PT)					
LENGTHS ARE IN FEET AND INCHES	Metres = 0.3048 x Feet Metres = 0.201168 x Links	Sheet 1 of 2 Sheets			

TITLE PLAN

TP 824321W



3747192

1726854

ARTHUR ROBINSON & CO.

VICTORIA

Wills to National Bank

FREEHOLD

the Register of Titles.

*Please register this transfer and issue title to Arthur Robinson & Co.
 Messrs Warren & Thomson
 Solicitors for Cole Brothers Proprietary Limited. 23/3/39*

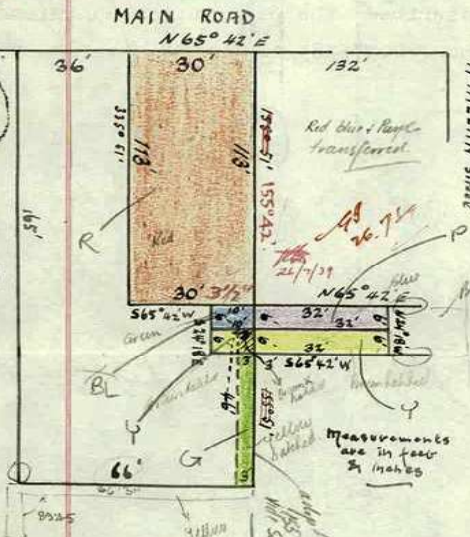
TRANSFER OF LAND 3747192

O.O.T.
 6 APR 1939

COLE BROTHERS PROPRIETARY LIMITED of Bairnsdale being registered as the proprietor of an estate in fee simple in the land hereinafter described subject to the encumbrances notified hereunder, in consideration of the sum of Three thousand seven hundred and fifty pounds paid to it by -- THE COMMERCIAL BANK OF AUSTRALIA LIMITED of 337 Collins Street Melbourne DOTH HEREBY TRANSFER to the said The Commercial Bank of Australia Limited All its estate and interest in FIRST ALL THAT piece of land



6 APR 1939



delineated and coloured red and blue on the map in the margin hereof being part of Crown Preemptive Section A ~~McLeod's~~ ^{Right Township and} Parish of Bairnsdale County of Tanjil and being part of Allotment 2 of Section 5 of the Mitchell Township and being part of the land more particularly described in Certificate of Title Volume 1537 Folio 307281 Together with all registered appurtenant easements and SECONDLY ALL THAT piece of land delineated and coloured purple on the said map being part of Crown ~~Pre-emptive Right~~ ^{Right Township and} Section A known as Mitchell Township Parish and County aforesaid and being part of the land more particularly described in Certificate of Title Volume 2945 Folio

588963 Together with all registered appurtenant easements and as to the land both first and secondly described together with a right of carriage-way over the land delineated and coloured yellow and yellow hatched on the said map and together with the right of drainage over the land --- delineated and coloured yellow hatched and green on the said map reserving unto the said Cole Brothers Proprietary Limited and its transferees registered proprietor or proprietors for the time being of the land remaining untransferred in the said Certificates of Title a right of carriageway over the land delineated and coloured blue and purple on the said map.

DATED the *twenty third* day of *March* One thousand nine hundred and thirty-nine.

THE COMMON SEAL OF COLE BROTHERS PROPRIETARY LIMITED was hereto affixed in the presence of -

Director
 Director

IMAGED

*Consol
 Red Blue & Green
 1537/201 Pt 4 CE
 2045/005 Pt 4 CE
 Under an acre
 being Part of Crown Pre-emptive Right
 Section A
 Township of Bairnsdale
 Co of Tanjil.
 Dog etc Road brown hatched &
 Dog etc Drape over
 Yellow hatched Dog etc right to end
 low pipes etc for dog etc Pass & repass
 as in CE 1723047 yellow
 As to Blue: Dog etc Road brown
 As to Green: the Reson in
 1726854*

18. 4. 39

*17. 39
 17. 39*