

SPECIAL CONDITIONS

1. The Tenant acknowledges and declares that:
 - a. They have leased the premises as a result of their own inspection and inquiry and that the Tenant does not rely on any representation or warranty of any nature (including with respect to, but not limited to, building area, zoning, services available, possible uses of the Premises, possible fitout configurations, etc) made by or on behalf of the Landlord or its Agents or its Consultants.
 - b. They have ascertained that all dimensions (including height measurements) are satisfactory, and fit for the Tenant's purpose and permitted use.
 - c. The rent is the rent for the land and the premises constructed thereon as inspected and is not dependent upon any measurement or other variable.
 - d. They will not make any claim, withhold any monies or seek any compensation for any representation made by the Landlord or the Landlord's Agent in regard to any dimension, measurement or area of the premises and/or the land.

2. Risk and Indemnity

- a. The Tenant occupies the Premises and uses the Building and land at their own risk.
- b. The parties agree that Clause 30 shall be varied by the insertion of the words 'or to any third party or to the property or interests of any third party' after the words 'licensees or invitees'.

3. This is the entire Lease

This Lease and the Disclosure Statement (if the Act applies) are/is the entire agreement of the parties concerning the subject matter of this Lease and there are no other agreement, understanding, warranty or representation, whether oral or written, binding the parties concerning any aspect of this Lease

4. Amending this Lease

Save with respect to a rent review on a renewal of the Lease, an amendment or change is only effective once it is made in writing; and executed by all parties.

5. Maintenance of Exterior of Premises

The parties agree that Clause 9.1 is amended by the insertion of the words 'interior and exterior (unless the exterior areas are maintained by an Owners Corporation)' between the words 'keep the' and the word 'premises'. If the Tenant fails to maintain the exterior of the premises, then the parties agree that Clauses 9.4 and 9.5 shall apply with respect to the required cleaning and maintenance costs.

6. Use of Premises

Without limiting Clause 12, the Tenant acknowledges the responsibility to make enquiries with all relevant authorities to obtain a Permit (if applicable) for the permitted use of the premises.

7. Termination of Lease

In addition to the obligation of the Tenant under Clause 10 & 16.11 the Tenant agrees that this Lease does not terminate and rental and outgoings continue to be payable until reinstatement of the premises (as a whole) is completed to the Landlord's/Agent's satisfaction and keys are returned to the Landlord/Agent.

Special Conditions continued ...

8. Tenant Works

In addition to Clauses 6 & 10, the Tenant undertakes that:

- a. It will complete such works in a proper workmanlike manner in accordance with all requirements of any relevant authority and the Landlord or its Agent.
- b. Should any Tenant's works include the penetration of walls/ roof/ ceilings etc. (eg: for exhaust flues/ducting etc.), then at the termination of this tenancy the Tenant undertakes to professionally have the walls/ roof/ ceilings etc. reinstated to their original condition by using full sheets (not patches) of the relevant material and provide where applicable the Certificate/s of Compliance.
- c. Should any of the Tenant's works include the drilling of holes in the concrete walls or floors then at the termination of this tenancy the Tenant undertakes to remove any bolts, loxens or similar fastenings and repair all holes with concrete filler approved by the Landlord or in a manner otherwise approved by the Landlord.
- d. It will pay or reimburse the Landlord, the costs of the Landlord engaging, at its discretion, an independent contractor/s to inspect the works completed by the Tenant.
- e. On completion of the Tenant's Works, the Tenant must promptly deliver to the Landlord a complete set of drawings, plans and specifications showing the works as built and provide the Landlord with a Certificate of Occupancy ("the Certificate") for the Premises, if legally required for the works completed, within three (3) months of completion of the Tenant's works. If the Tenant does not provide the Landlord with the Certificate, then the Landlord shall have the right to do all necessary things to obtain the Certificate and the Tenant shall reimburse the Landlord for all its costs of obtaining the Certificate.

9. Building Operating Expenses

For the purpose of Clauses 2.1(f) & 3, the Tenant acknowledges that the Landlord may elect at any time to take out any relevant contracts, at its discretion, for the maintenance, operation and servicing of the Premises, the Building and the Landlord's installations and obtain reimbursement of the cost of same from the Tenant.

10. Re-Leasing Cost

In the event that the Tenant wishes to vacate the Premises and assign or surrender the Lease, the Tenant agrees that it shall pay to the Landlord or its agent all reasonable costs, charges and expenses in releasing the premises to an alternative tenant. These costs, charges or expenses may be payable up front, as may be required by the Landlord or its agent, where they will be held in Trust until the Premises is leased and they fall due. All advertising costs are payable upon signing of any Leasing Authority.

11. Insurance

The Landlord advises the Tenant that (a) and (b) below are not covered under any of the Landlord's Insurance Policy/s. The Tenant acknowledges that in addition to their obligations under clause 2(h) & 4 it is the Tenant's responsibility to:

- a. At the Tenant's absolute discretion take out business interruption insurance to protect it from loss in circumstances where it may be unable to carry on business in the premises. The Tenant also acknowledges that the Landlord's insurance does not cover the Tenant's contents, stock or business interruption insurance for these premises;
- b. At the Tenant's absolute discretion take out appropriate insurance cover on the Tenant's and/or third party's contents. The contents shall include, but not be limited to, machinery, equipment, stock or trade, furniture, chattels, fixtures and fittings and all other items brought into the Premises; and
- c. Pay any GST that is attributable to or payable as a result of any insurance claim made under the Landlord's policy.

Special Conditions continued ...

12. Retail Leases Act

- a. If the Act applies, the Tenant acknowledges receiving a full copy of the REIV Lease, Disclosure Statement and Information Brochure seven (7) days before signing this agreement.
- b. If the Act does not apply, the Tenant represents and warrants to the Landlord that the Tenant is not and will not use the Premises for any use which will result in it being deemed 'retail premises' for the purposes of the Act.

13. Outgoings

If the Landlord elects by notice in writing to the Tenant, the Landlord shall be entitled to have the Tenant reimburse outgoings by way of monthly instalments as follows:

- a. Upon each anniversary of the commencement date, the Landlord will provide to the Tenant in writing an estimate of the annual outgoings which may be payable by the Tenant, not including any utility charges, for the coming year;
- b. The Tenant will pay monthly instalments equal to one twelfth of the estimate of annual outgoings provided by the Landlord on each monthly rental date;
- c. Annually on the anniversary of the commencement date, as soon as practical, the Landlord will provide to the Tenant a written statement of actual outgoings for the year just ended in comparison with the initial estimate. An adjusted account will be provided within fourteen (14) days of the statement.

14. Land Tax

The parties agree that Clause 2.1(b) shall be amended by inserting the following words at the end of the sub-clause 'and is subject to any applicable trust'.

15. Make Good

Without limiting the operation of Clause 10 in the Lease, the parties agree that making good and reinstating the Premises shall include that the Tenant must, at its own cost:

- a. Reinstatement the Premises so as to convert them back to the same arrangement they were in prior to the commencement of any fit out works, if the Landlord requires;
- b. Replace the floor coverings at the Tenant's cost and in accordance with the Landlord's reasonable requirements, if in the reasonable opinion of the Landlord the floor coverings have deteriorated to an unusual or exceptional degree beyond fair wear and tear (taking into account the normal commercial life of the floor coverings in the Premises) as a result of the Tenant's particular use of the Premises;
- c. wash the interior surfaces;
- d. paint or otherwise treat the interior surfaces in the same way as existed at the commencement of the term or, otherwise, when such surfaces were last refurbished or redecorated with the Landlord's approval.

In completing the make good and reinstatement of the Premises, the Tenant must use: a) materials of the same or similar quality as; and b) use colors, patterns and materials; which are in the Landlord's reasonable opinion, similar to, those in place in the Premises when last refurbished or redecorated or, if the Premises have not been refurbished or redecorated during the term, on the commencement of the term.

16. Tenant's Chattels and Property

The parties agree that, if the tenant leaves any Tenant's installations or other Tenant's property on the Premises after the end of this Lease, then all such items shall be deemed abandoned by the Tenant and the Landlord may deal with, sell, dispose of or remove any of the those items of the Tenant at the Landlord's discretion. The Landlord shall be entitled to recover the costs of removal and making good with respect to such items as a debt due and payable on demand by the Tenant.

Special Conditions continued ...

17. Owners Corporation Rules

The parties agree that Clause 33.3 shall be amended by deleting all words after the word "substituted".

18. Market & Rent Review

In addition to Clause 24.1, the parties agree that the rent to be determined at any rent review shall not be less than the rent payable immediately prior to the relevant Review Date (unless the "Act" applies).

19. Mortgage of Lease

The Tenant shall not be entitled to mortgage this Lease and it hereby indemnifies the Landlord for any loss or damage it may suffer as a result of any breach of this provision.

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LANDLORD

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TENANT