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| --- | --- | --- |
|  |  |  |
|  |  | Standard Part A Warehouse Agreement for Lease |
|  |  | Warehouse #premises#, Wholesale Fruit and Vegetable Market |
|  |  |  |
|  |  | Melbourne Market Authority (**Landlord**)  #tenant name# (**Tenant**) |

Standard Part A Agreement for Lease

Warehouse #premises#, Wholesale Fruit and Vegetable Market

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Information table

|  |  |
| --- | --- |
| Date |  |

Parties

|  |  |
| --- | --- |
| Name | **Melbourne Market Authority**, a body corporate established under section 4 of the *Melbourne Market Authority Act 1977* (Vic) |
| ABN | 56 160 141 887 |
| Short form name | **Landlord** |
| Notice details | 542 Footscray Road, West Melbourne, Melbourne, Victoria 3003 |
|  | Attention: Chief Executive Officer |

|  |  |
| --- | --- |
| Name | #tenant name# |
| ACN | #tenant ACN# |
| Short form name | **Tenant** |
| Notice details | #tenant address# |
|  | Attention: #tenant execution name# |

Items

|  |  |
| --- | --- |
|  | **Date for Practical Completion of the Landlord's Works** (clause 1.1)  12 February 2015 |
|  | **Premises** (clause 1.1)  Warehouse #premises# being part of the Warehousing Complex as shown, for identification purposes only, on the plan attached asAnnexure Ato the Lease (excluding the area marked 'Staging Area' on that plan), the boundaries of which are:  (a) the centreline of any inter-tenancy walls and the inside finished surface of all other external walls (ignoring any false walls installed by or for the Tenant) and the inside surface of any windows in them;  (b) the outside finished surface of the warehouse;  (c) the lower surface of the upper ceiling (above any false or suspended ceiling); and  (d) the median of the floor of the warehouse. |
|  | **Base Rent** (clause 1.1)  $ #aggregate rent#per annum |
|  | **Commencing Rent** (clause 1.1)  For the purposes of determining the Commencing Rent, the Base Rent will be increased during the period from the Base Date until the Commencement Date by the application of the following formula:  Where:  'RCR' is the Commencing Rent  'BR' is the Base Rent;  'I' is the period (if any) between the Base Date and the Commencement Date, the greater of:   * + - 1. CPI Rate (divided by 100); and       2. 0.025.   In the event that the Commencement Date of the Lease is on or before the Base Date, the Commencing Rent will be the Base Rent as set out in Item 3. |

Background

1. The Head-Landlord is the owner of the Premises.
2. The Landlord occupies the Premises as tenant under the Head-Lease.
3. The Landlord has agreed to grant the Lease to the Tenant and the Tenant has agreed to accept the Lease on the terms contained in this deed.

Agreed terms

1. Defined terms & interpretation
   1. Defined terms

In this deed:

1. **Approvals** means all necessary approvals, consents, permissions and licences of all relevant Authorities which must be obtained to carry out the Landlord's Works or the Tenant Works (as the case may be), or both.
2. **Authority** means the Crown, a government, a minister of a government or any governmental, semi‑governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity or any consultant or representative acting on behalf of these bodies.
3. **Bank Guarantee** means an irrevocable and unconditional undertaking on terms acceptable to the Landlord by a bank approved by the Landlord (or, at the Landlord’s discretion, another financial institution) carrying on business in Melbourne, Australia requiring the bank (or other financial institution) to pay on demand whether by one or more requests the Security Amount (and includes any replacement or addition to it under clause 12).
4. **Base Date** means 1 April 2015.
5. **Base Rent** means the amount per annum set out in Item 3.
6. **Certificate of Practical Completion** means a certificate issued by the Landlord's Consultant stating that the Landlord's Works have been constructed in accordance with this deed and have reached Practical Completion.
7. **Claim** includes:
   * 1. all Cost, expense, liability, damage and loss;
     2. actions, applications, causes of action, arbitrations, claims, demands, orders and judgments;
     3. debts, damages, penalties, payments and Costs (including legal costs calculated on an own client basis);
     4. the purported rescission or termination of this deed; and
     5. an adjustment to money due to the Landlord under this deed.
8. **Commencement Date** means the commencing date of the Term of the Lease, being the date which is 2 months after the Handover Date (as may be extended under clause 3.3) or as otherwise agreed in writing between the parties.
9. **Commencing Rent** means the Rent per annum payable by the Tenant for the first year of the term of the Lease, being the Base Rent increased in accordance with Item 4.
10. **Commitment Deed** means a deed poll granted by the Tenant in favour of the Head-Landlord and the Landlord recording the Tenant's commitment to enter into this deed and the Lease.
11. **Construction Works** means:
    1. the works carried out by or on behalf of the Landlord in the construction and development of the Warehousing Complex, whether before or after the date of this deed and includes the Landlord's Works; and
    2. any works undertaken by or on behalf of the Landlord on the Warehouse Land, the Market Land or any land adjoining the Warehouse Land or the Market Land.
12. **Costs** includes fees, expenses and legal costs calculated on a solicitor and own client basis.
13. **CPI** means the consumer price index published by the Australian Bureau of Statistics under the heading 'All Groups - Eight Capital Cities', or if the Australian Bureau of Statistics stops publishing the CPI, then CPI means the index recommended by the Property Council of Australia Limited as the index that most appropriately replaces the CPI.
14. **CPI Rate** means the change in the CPI, measured from the CPI for the quarter ending 31 March 2015 to the CPI for the quarter ending immediately before the Commencement Date, expressed as a percentage.
15. **Date for Practical Completion of the Landlord's Works** means the date in Item 1 (as may be extended under clause 3.3).
16. **Deed Poll** means a deed poll from the Head-Landlord in favour of the Tenant in relation to this deed.
17. **Deposit Payment** means an amount equal to the sum of the estimated Commencing Rent for the first month of the Term.
18. **Environmental Management Plan** means the Landlord's environmental management plan, if any, for the Warehouse Land.
19. **Handover Date** means the earlier of:
    1. the date the Tenant gains access to the Premises to carry out the Tenant Works; and
    2. the Nominated Handover Date.
20. **Head-Landlord** means Secretary to the Department of Economic Development, Jobs, Transport and Resources and includes any successors and assigns.
21. **Head-Lease** means the lease dated 30 December 2014 between the Head-Landlord as landlord and the Landlord as tenant in respect of the Warehouse Land and includes any further lease or proprietary interest in the Warehouse Land granted by the Head-Landlord to the Landlord.
22. **Hoardings** means the temporary barriers, fences, enclosures, barricades, booms and other like structures on the Premises in order to prevent public access to parts of the Premises.
23. **Item** means an item appearing in the Information table.
24. **Insolvency Event** means the happening of any of these events:
    1. an order is made that a body corporate be wound up;
    2. a liquidator or provisional liquidator in respect of a body corporate, or one of them is appointed, whether or not under an order;
    3. except to reconstruct or amalgamate while solvent on terms approved by the Landlord, a body corporate enters into, or resolves to enter into, a scheme of arrangement or composition with, or assignment for the benefit of, all or any class of its creditors, or it proposes a reorganisation, moratorium or other administration involving any of them;
    4. a body corporate resolves to wind itself up, or otherwise dissolve itself, or gives notice of intention to do so, except to reconstruct or amalgamate while solvent on terms approved by the Landlord or is otherwise wound up or dissolved;
    5. a body corporate is or states that it is insolvent;
    6. as a result of the operation of section 459F(1) of the *Corporations Act 2001* (Cth), a body corporate is taken to have failed to comply with a statutory demand;
    7. a body corporate is, or makes a statement from which it may be reasonably deduced by the Landlord that the body corporate is, the subject of an event described in section 459C(2)(b) or section 585 of the *Corporations* *Act 2001* (Cth);
    8. a body corporate takes any step to obtain protection or is granted protection from its creditors, under any applicable legislation or an administrator is appointed to a body corporate; or
    9. a person becomes an insolvent under administration as defined in section 9 of the *Corporations* *Act 2001* (Cth) or action is taken which could result in that event; or
25. anything analogous or having a substantially similar effect to any of the events specified above happens under the Law of any applicable jurisdiction and including without limitation deregistration or dissolution.
26. **Insurance Bond** means an irrevocable and unconditional undertaking on terms acceptable to the Landlord by an insurance company approved by the Landlord carrying on business in Melbourne, Australia, requiring the insurance company to pay on demand whether by one or more requests the Security Amount (and includes any replacement or addition to it under clause 12).
27. **Landlord's Consultant** means any architect, builder, contractor, engineer, building surveyor, valuer or employee of the Landlord or other person at any time appointed by the Landlord to be responsible for supervising or managing the Landlord's Works and/or the Tenant Works.

**Landlord's Works** means the Warehousing Complex as constructed.

1. **Law** means all laws, including under common law, equity and statute and any regulation, order, rule, subordinate legislation or other document enforceable under any statute, regulation, order, rule or subordinate legislation.
2. **Lease** means the lease of the Premises set out in Annexure A to be entered into and completed as set out in this deed.
3. **Market Land** means the land coloured red and green and shown on the plan attached as Annexure B which includes the Warehouse Land.
4. **Nominated Handover Date** means the date nominated by the Landlord under clause 3.2(a) (as may be extended under 3.3).

**Practical Completion** means that stage of the Landlord's Works when the Landlord's Works are practically complete, except for minor works, finishes or defects that do not prevent the Tenant from accessing the Premises as contemplated by this deed and the Lease.

**Premises** means that part of the Warehousing Complex set out in Item 2.

1. **Requirement** means any requirement, notice, order or direction received from, or given by, any Authority.
2. **Security Amount** means an amount equal to the estimated Commencing Rent for the first six months of the initial term of the Lease plus GST.
3. **Specified Rate** means interest at the rate of two percent higher than the rate for the time being fixed under section 2 of the *Penalty Interest Rates Act 1983* (Vic).
4. **Tenancy Fit Out Guide** means the Landlord's document setting out the Landlord's reasonable requirements for carrying out the Tenant Works, as provided to the Tenant prior to the Nominated Handover Date and as amended from time to time.
5. **Tenant** includes:
   1. if the Tenant is a body corporate, the Tenant's successors and assigns approved by the Landlord;
   2. if the Tenant is a natural person, the Tenant's executors and administrators and assigns approved by the Landlord; and
   3. the Tenant's Agents.
6. **Tenant's Agents** means each agent, contractor, employee, invitee, licensee, sub-contractor and sub-tenant of the Tenant and any other person claiming through or under the Tenant, however expressly excluding persons whose presence at the Premises or in proximity thereto is solely because they are the Tenant's customers or potential customers..
7. **Tenant's Post Box** means the post box at the Market Land, if any, nominated by the Landlord, from time to time, for the Tenant's use.
8. **Tenant Works** means those works that the Tenant must carry out to fit out, and make ready for use, the Premises to the Tenant's occupational requirements.
9. **Tenant Works Plans** means the detailed drawings, plans, specifications and schedules for the Tenant Works prepared by the Tenant and approved by the Landlord.
10. **Warehousing Complex** means the warehousing complex constructed on the Warehouse Land, as shown on the Warehousing Complex Plan, and includes:
    1. all structures and Services situated on the Warehouse Land owned, occupied or controlled by the Landlord; and
    2. any additions and alterations to the Warehousing Complex.
11. **Warehouse Contractor** means Hansen Yuncken Pty Ltd.

**Warehouse D&C Contract** means the design and construction contract between the Head-Landlord and the Warehouse Contractor dated 10 January 2014, as varied from time to time.

1. **Warehouse Land** means the land shown on the first plan attached as Annexure C and being the land coloured red on the second plan in Annexure C..
   1. Interpretation

In this deed, except where the context otherwise requires:

* + 1. the singular includes the plural and vice versa, and a gender includes other genders;
    2. another grammatical form of a defined word or expression has a corresponding meaning;
    3. a reference to a clause, paragraph, schedule, information table or annexure is to a clause or paragraph of, or schedule or information table or annexure to, this deed, and a reference to this deed includes any schedule or annexure;
    4. a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
    5. a reference to **A$**, **$A**, **dollar** or **$** is to Australian currency;
    6. a reference to time is to the time in Victoria;
    7. a reference to a party includes the party's executors, administrators, successors and permitted assigns and substitutes;
    8. a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
    9. a reference to a statute, ordinance, code or other Law includes regulations and other instruments under it and consolidations, amendments, re‑enactments or replacements of any of them;
    10. the meaning of general words is not limited by specific examples introduced by **including,** **for example** or similar expressions;
    11. any agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;
    12. any agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally;
    13. a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this deed or any part of it; and
    14. if a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day.
  1. Headings

Headings are for ease of reference only and do not affect interpretation.

* 1. Governing law and jurisdiction

This deed is governed by the law of Victoria and each party irrevocably and unconditionally submits to the non‑exclusive jurisdiction of the courts of Victoria and all courts of appeal from those courts.

* 1. Definitions in the Lease

Capitalised expressions which are not defined in this deed but which have a defined meaning in the Lease have the same meaning in this deed as in the Lease.

* 1. Definitions in the Tenancy Fit Out Guide

Capitalised expressions which are not defined in this deed but which have a defined meaning in the Tenancy Fit Out Guide have the same meaning in this deed as in the Tenancy Fit Out Guide.

1. Landlord's Works
   1. Landlord's obligation

Subject to the Landlord obtaining all Approvals for the Landlord's Works, the Landlord must undertake and complete the Landlord's Works in accordance with this deed.

1. Construction of the Landlord's Works
   1. Delivery of Premises

The Landlord must:

* + 1. subject to the terms of this deed, procure that the Landlord's Works are undertaken:
       1. at the Landlord's cost;
       2. in a proper and workmanlike manner; and
       3. in accordance with:
          1. all Laws and Requirements; and
          2. all relevant Approvals; and
    2. use reasonable endeavours to procure Practical Completion by the Date for Practical Completion of the Landlord's Works.
  1. Landlord to notify of each the Handover Date and the Commencement Date

Subject to the Tenant complying with its obligations in this deed and the Tenancy Fit Out Guide, the Landlord must provide the Tenant with not less than 60 days' prior written notice of each of:

* + 1. the date on which the Landlord considers that the Landlord's Works are or will be sufficiently advanced for the Tenant to be given access to the Premises to carry out the Tenant Works; and
    2. the anticipated Commencement Date.
  1. Date extended

The Landlord may, in its absolute discretion, extend the Date for Practical Completion of the Landlord's Works, the Nominated Handover Date and the Commencement Date by a reasonable period including for:

* + 1. bad weather;
    2. loss, damage or interference by fire, explosion, flood, earthquake, lightning, storm, tempest, riot, civil commotion, theft, vandalism or malicious damage;
    3. a worker dispute, strike, lock out or similar event which affects:
       1. the supply of labour, goods, equipment or materials; or
       2. a person or service involved in carrying out the Landlord's Works;
    4. delay by an Authority in giving a permit, consent or Approval;
    5. delay caused by the Tenant, the Tenant's contractors or the Tenant Works;
    6. breach of this deed by the Tenant; or
    7. proceedings being taken or threatened by, or disputes with, any person.
  1. Variations to Landlord's Works

The Landlord may make changes to the Landlord's Works if:

* + 1. they are required by an Authority; or
    2. the Landlord wants to make the changes or considers them necessary, provided that where the changes in the Landlord's reasonable opinion have a material adverse effect on:
       1. the Tenant's ability to use the Premises for the use permitted under the Lease or to carry out the Tenant Works in accordance with this deed; or
       2. the Services to be provided to the Premises,

the Landlord first:

* + - 1. gives the Tenant reasonable notice of its intention to make the changes; and
      2. obtains the Tenant's consent to the changes (which consent must not be unreasonably withheld or delayed).
  1. Certificate of Practical Completion
     1. When the Landlord believes that the Landlord's Works have reached Practical Completion it must request the Landlord's Consultant to inspect the Landlord's Works and to issue a Certificate of Practical Completion.
     2. The Landlord's Works are taken to have reached Practical Completion on the date stated in the Certificate of Practical Completion.
     3. The Landlord must give the Tenant a copy of the Certificate of Practical Completion as soon as possible.
  2. Tenant's acknowledgment

The Tenant acknowledges that:

* + 1. on the date on which Practical Completion is achieved, the Landlord may not have completed all of the Construction Works; and
    2. the Construction Works may:
       1. be carried out after the Commencement Date; and
       2. cause inconvenience and disruption to the Tenant and to the Tenant's business,

and the Tenant must do all things necessary to facilitate the correct sequencing of the Construction Works and the Tenant Works.

* 1. Tenant will not object

The Tenant may not make any Claim in respect of:

* + 1. the condition of the Premises as at the Handover Date;
    2. inconvenience or disruption that the Construction Works cause to the Tenant, or the Tenant's business, whether before or after the Commencement Date;
    3. any delay in Practical Completion of the Landlord's Works, the Nominated Handover Date or the Commencement Date;
    4. changes to the Landlord's Works;
    5. interruption to or failure in the supply of a service to the Premises or the Warehousing Complex; or
    6. malfunction or breakdown of any machinery, equipment or service that supplies or is connected to the Premises.

1. Tenant Works Plans
   1. Tenant Works Plans must comply with requirements

The Tenant Works Plans must comply with:

* + 1. all Approvals relating to the Tenant Works;
    2. all Laws and Requirements;
    3. the Tenancy Fit Out Guide;
    4. this deed; and
    5. the Landlord's reasonable requirements,

and must specify the maximum load weight capacity of the Premises.

* 1. Submission of Tenant Works Plans

The Tenant must submit the Tenant Works Plans to the Landlord for the Landlord's approval in accordance with the process set out in the Tenancy Fit Out Guide.

* 1. Landlord's response
     1. The Landlord must consider the Tenant Works Plans promptly and notify the Tenant within the time specified in the Tenancy Fit Out Guide (if any) whether it approves the Tenant Works Plans, does not approve the Tenant Works Plans or requires the Tenant Works Plans to be amended. If the Landlord fails to do so, the Landlord will be taken to have refused the Tenant Works Plans.
     2. The Landlord must act reasonably in considering and approving the Tenant Works Plans except in matters which affect the services or the structure of the Premises, Warehousing Complex or any other structure on the Warehouse Land.
     3. The Landlord may:
        1. approve the Tenant Works Plans and notify the Tenant of any reasonable conditions to the approval; or
        2. require the Tenant to amend the Tenant Works Plans so that they comply with clause 4.1.
  2. Amendment of the Tenant Works Plans

If the Landlord does not approve any aspect of the Tenant Works Plans submitted under clause 4.2:

* + 1. the Landlord must give notice to the Tenant giving the Tenant basic reasons why the Tenant Works Plans are not approved and specifying a reasonable timetable for the resubmission of amended Tenant Works Plans; and
    2. the Tenant must make appropriate amendments to the Tenant Works Plans or prepare new Tenant Works Plans within the timetable specified by the Landlord and re‑submit them under clause 4.2.
  1. Obtaining Approvals
     1. After obtaining the Landlord's approval to the Tenant Works Plans in accordance with this clause 4 and before commencing the Tenant Works, the Tenant must at its Cost obtain all Approvals for the Tenant Works.
     2. If an Authority requires any changes to the Tenant Works Plans, the Tenant must at its Cost re‑submit the amended Tenant Works Plans for the Landlord's approval under clause 4.2.

1. Tenant Works
   1. Before commencing Tenant Works

Before commencing the Tenant Works, the Tenant must:

* + 1. obtain the Landlord's approval of:
       1. the Tenant Works Plans; and
       2. any contractor that will carry out any part of the Tenant Works in accordance with this deed and the Tenancy Fit Out Guide;
    2. comply with all of the requirements set out in the deed and the Tenancy Fit Out Guide which must be complied with prior to the commencement of the Tenant Works (including obtaining a building permit for the Tenant Works);
    3. obtain all Approvals and provide them to the Landlord for inspection;
    4. give to the Landlord:
       1. the items referred to in clause 11.2 and the Security Amount as required under clause 12.1; and
       2. evidence that the Tenant has effected the insurances required by clause 5.7; and
    5. construct, at its own Cost, Hoardings within or around the Premises of the type and in the locations required by the Landlord and subject to the Landlord's prior written approval.
  1. Access

Subject to the Tenant complying with its obligations under this deed and the Tenancy Fit Out Guide, the Landlord:

* + 1. may (in its absolute discretion) allow the Tenant reasonable access to the Premises prior to the Nominated Handover Date (as varied under clause 4.3), to obtain measurements and other information needed to prepare the Tenant Works Plans; and
    2. must allow the Tenant access to the Premises on and from the Nominated Handover Date (as varied under clause 4.3), to undertake the Tenant Works.
  1. Right of access only

The Tenant acknowledges that to the extent that it is permitted to access the Premises before the Commencement Date under clause 5.2, it:

* + 1. only has a non‑exclusive right of access to the Premises, which the Landlord may suspend, revoke or restrict at any time (always acting reasonably):
       1. if the Tenant does not comply with its obligations under this deed;
       2. if it is necessary or expedient to do so to allow the Landlord to complete the Construction Works; or
       3. if required to ensure compliance with any Law, approval or Requirement of an Authority;
    2. has no interest in the Warehouse Land during the access period; and
    3. enters into the Premises:
       1. as licensee only;
       2. at the Tenant's own risk;
       3. on the terms set out in this deed; and
       4. on the condition that the Tenant:
          1. complies with all reasonable directions and requirements of the Landlord and the Landlord's Consultant and the Tenancy Fit Out Guide; and
          2. does not hinder or interfere with the Construction Works.

The Landlord must act reasonably in considering any request made by the Tenant for an extension to the Commencement Date where the Landlord suspends, revokes or restricts the Tenant's right of access to the Premises pursuant to 5.3(a)(ii) or clause 5.3(a)(iii).

* 1. Carrying out the Tenant Works

The Tenant must:

* + 1. procure that the Tenant Works are undertaken:
       1. at the Tenant's Cost;
       2. in a proper and workmanlike manner using good quality materials;
       3. diligently and with reasonable speed;
       4. in accordance with:
          1. all Approvals relating to the Tenant Works and the Landlord's Works;
          2. all Laws and Requirements (including relevant building standards of the Building Code of Australia);
          3. the Tenant Works Plans approved by the Landlord or the Landlord's Consultant;
          4. the Tenancy Fit Out Guide;
          5. this deed; and
          6. the Landlord's requirements;
       5. by contractors:
          1. approved by the Landlord;
          2. who are suitably qualified, competent and experienced in carrying out works in the nature of the Tenant Works;
          3. who comply with any experience or competency criteria specified by the Landlord (acting reasonably); and
          4. have a current public liability insurance for at least $20 million (or such other amount as the Landlord reasonably considers necessary from time to time); and
       6. without interfering with the Construction Works or the provision of services by third parties;
    2. not change any of the Tenant Works without first obtaining the Landlord's approval under clause 4;
    3. begin the Tenant Works on or about the Nominated Handover Date (as varied under clause 3.3) and complete the Tenant Works on or before the Commencement Date or such other date agreed by the Landlord in writing;
    4. ensure that the Tenant Works are carried out in a manner that will not affect, disrupt or cause nuisance to:
       1. the Landlord's Works;
       2. the normal operation of the Warehouse Land or the Market Land; or
       3. any other occupant or user of the Warehouse Land or the Market Land;
    5. complete the Tenant Works during the hours and on conditions the Landlord nominates (acting reasonably);
    6. complete the Tenant Works according to all directions and requirements (including in relation to accessing the Warehouse Land) of, and to the satisfaction of, the Landlord (acting reasonably);
    7. ensure any defects in the Tenant Works are promptly rectified in accordance with the requirements of the Landlord or the Landlord's Consultant and the Tenancy Fit Out Guide; and
    8. not bring any heavy items of machinery into the Warehouse Land likely to damage the Warehouse Land without the prior approval of the Landlord or the Landlord's Consultant,

and must ensure that the Tenant's Agents comply with the requirements set out in this clause 5.4.

In conducting and completing the Tenant Works, the Tenant must not use or do anything which may, or which the Landlord (acting reasonably) believes may, be detrimental to the quality of air inside the Warehousing Complex or to the health and comfort of the people in the Warehousing Complex.

* 1. Environmental Management Plan

The Tenant must, and must ensure that the Tenant's Agents, take all reasonable steps in accordance with the Environmental Management Plan and in accordance with the Landlord's waste management policies.

* 1. Tenant not to affect warranties

The Tenant must not do or permit anything to be done (including the Tenant Works) to cancel or affect any warranty that applies to the Landlord's Works of which the Tenant is aware or ought reasonably be aware and indemnifies the Landlord for all liability resulting from the warranties being cancelled or affected.

* 1. Insurances

The Tenant must at its own Cost, effect and keep current, or ensure that the Tenant's contractors engaged on the Tenant Works effect and keep current, while the Tenant Works are being carried out the insurances required in the Tenancy Fit Out Guide which:

* + 1. note the interests of the Landlord, the State, the Tenant and the Tenant's contractors for their respective rights, interests and liabilities; and
    2. are on terms, and with insurers, reasonably acceptable to the Landlord.
  1. Completion of the Tenant Works

When the Tenant Works are, in the Tenant's opinion, completed in accordance with the terms of this deed and the Tenancy Fit Out Guide, the Tenant must:

* + 1. notify the Landlord, and at the same time, give the Landlord:
       1. two sets of 'as built' drawings of the Tenant Works; and
       2. any certificate required to be issued to permit the Tenant to lawfully occupy the Premises (other than a certificate relating to the Landlord's Works);
    2. arrange for the Landlord's Consultant to undertake an inspection of the Tenant Works to verify whether or not the Tenant Works have been completed in accordance with this deed and the Tenancy Fit Out Guide; and
    3. obtain a certificate of occupancy from the building surveyor as required under the Tenancy Fit Out Guide.
  1. Works, finishes and defects

If, in the reasonable opinion of the Landlord, the Tenant Works have not been completed in accordance with this deed and the Tenancy Fit Out Guide, the Landlord may provide the Tenant with a list of those works, finishes or defects requiring completion or rectification in order to comply. The Tenant must carry out those works as soon as possible and give the Landlord a fresh notice under clause 5.8(a).

* 1. Ownership of Tenant Works

On completion, the Tenant Works will be the Tenant's Fixtures.

* 1. Tenant to pay

The Tenant must pay promptly to the Landlord the Landlord's Costs in connection with the Tenant Works including Costs for Services consumed in, or provided to the Premises, including gas, electricity, water and telephone in relation to the Tenant carrying out the Tenant Works.

* 1. Access by others

The Landlord may at any time prior to the Commencement Date enter into the Premises to inspect the Tenant Works, to complete the Construction Works or for any other reason the Landlord requires (without first being required to give notice to the Tenant).

* 1. Decision of Landlord
     1. A certificate from the Landlord is conclusive evidence of the subject matter of the certificate except in the case of manifest error.
     2. The Landlord must have regard, and must procure its consultants to have regard, to any reasonable written representations made by the Tenant in relation to the subject matter of a decision or non-approval by the Landlord in relation to or arising from the Tenant Works Plans or the Tenant Works.
  2. Landlord's rights

If the Landlord (acting reasonably) decides that any of the Tenant Works have been carried out in breach of this deed:

* + 1. the Landlord may deliver a notice to the Tenant requiring that the Tenant Works, or a part of it, be rectified, removed or demolished, and rebuilt or replaced and stating the timeframe in which the matter must be resolved; and
    2. the Tenant must comply with the notice.

This clause 5.14 does not limit the Landlord's rights if the Tenant breaches this deed.

* 1. Tenant's failure to complete
     1. If the Tenant does not complete the Tenant Works in accordance with the Tenant Works Plans, the Landlord may by giving notice to the Tenant:
        1. require the Tenant to complete the Tenant Works (including all defects reasonably notified by the Landlord's Consultant or Landlord) precisely in accordance with the Tenant Works Plans by the date specified in the notice; or
        2. require the Tenant to cease the Tenant Works, in which case the Landlord may complete the Tenant Works at the Tenant's Cost; or
        3. terminate this deed under clause 13.1.
     2. If the completion of the Tenant Works has not occurred by the date which is 6 months after:
        1. the Commencement Date; or
        2. such other date agreed by the Landlord under clause 5.4(c),

the Landlord may terminate this deed under clause 13.1 at any time prior to completion of the Tenant Works occurring.

1. Principal Contractor
   1. Defined terms

In this clause 6:

* + 1. **OHS Act** means the Occupational Health and Safety Act 2004 (Vic);
    2. **OHS Regulation** means the Occupational Health and Safety Regulations 2007 (Vic); and
    3. **Principal Contractor** has the same meaning as that contained in the OHS Act and the OHS Regulation.
  1. Tenant's appointment

The Landlord:

* + 1. appoints the Tenant and the Tenant accepts its appointment as Principal Contractor for the Tenant Works; and
    2. authorises the Tenant to exercise such authority of the Landlord as is necessary to enable the Tenant to discharge its responsibilities as Principal Contractor.
  1. Tenant's obligations

The Tenant agrees that, as Principal Contractor, the Tenant:

* + 1. is responsible for control of the whole of the Premises (including the Tenant Works) at all times from the Handover Date for the purposes of the OHS Act;
    2. must ensure that in carrying out the Tenant Works it complies with all requirements of the OHS Regulation and the OHS Act; and
    3. is responsible for all Costs associated with performing the role of Principal Contractor.

1. Responsibilities
   * 1. The Tenant agrees that for the purposes of this deed, the expression “approval” when used and given by the Landlord in relation to the Tenant Works Plans will:
        1. be limited to checking and confirming that the design and documentation are broadly acceptable to the Landlord;
        2. not constitute or imply approval of the design of the Tenant Works or that the design of the Tenant Works is sufficient for the purposes intended by the Tenant; and
        3. constitute any representation that the Tenant Works Plans are adequate for the purposes of construction of the Tenant Works.
     2. The Tenant is solely responsible for:
        1. the design and specifications of the Tenant Works Plans, any defects in the Tenant Works Plans and any Costs due to any defects in them; and
        2. ensuring that it obtains the Landlord's approval and all Approvals for its Tenant Works Plans as soon as possible after the date of this deed,

and

* + - 1. releases the Landlord from any liability to the Tenant arising out of any error, defect or inadequacy in the Tenant Works Plans or the Tenant Works; and
      2. indemnifies the Landlord against any Cost, expense or liability the Landlord incurs to any person (including the Tenant) in connection with the Tenant Works Plans.
    1. Without limiting anything in this deed, the Tenant acknowledges that the Landlord is not liable for:
       1. the way the Tenant Works are carried out;
       2. the design or specifications for the Tenant Works or any approval or amendment to them;
       3. defects or faults in the Tenant Works; or
       4. the administration of contracts with the Tenant's contractors,

or any Costs arising due to these matters.

1. Ownership of Tenant Works

Despite anything else in this deed or the Lease:

* + 1. any Tenant Works are at all times the Tenant's Fixtures; and
    2. the Tenant must, if this deed is terminated prior to the Lease commencing, remove the Tenant Works from the Premises (and make good any damage caused by removal) unless otherwise instructed by the Landlord.

1. Indemnities and releases
   1. Tenant's indemnity

The Tenant is liable for and indemnifies the Landlord and each of the Landlord's Agents against all Claims directly or indirectly arising from or incurred in connection with any of the following:

* + 1. damage, loss, injury or death caused or contributed to by the act, negligence or default of the Tenant or of the Tenant’s Agents which occurs prior to the Commencement Date;
    2. the Landlord doing anything which the Tenant must do under this deed but has not done properly;
    3. any breach or alleged breach of any environmental or occupational health and safety Laws by the Tenant which occurs prior to the Commencement Date;
    4. any breach by the Tenant of this deed;
    5. any accident on or about the Premises which occurs prior to the Commencement Date except to the extent caused or contributed to by the Landlord or the Landlord's Agents;
    6. the Tenant Works;
    7. the occupation or use of the Premises, the Warehouse Land or the Market Land or any part thereof which occurs prior to the Commencement Date by the Tenant or any person claiming through or acting under the authority or direction of the Tenant;
    8. all Costs of rectifying any damage caused to the Warehouse Land or the Market Land by the Tenant or directly or indirectly resulting from the Tenant Works;
    9. any delay in the completion of the Construction Works or other works being undertaken in the Warehouse Land or the Market Land, caused by the Tenant Works or otherwise by the Tenant or the Tenant's Agents; and
    10. any breach of a warranty specified in clause 17.

It is not necessary for the Landlord or the Landlord's Agents to incur expense or make a payment before enforcing this indemnity.

* 1. Tenant's release

The Tenant releases the Landlord and each of the Landlord's Agents from any liability for Claims directly or indirectly arising from or incurred in connection with any damage to or loss of any property or injury to or the death of any person occurring on the Warehouse Land or the Market Land which occurs prior to the Commencement Date except to the extent that they are caused or contributed to by:

* + 1. the negligent act or omission of the Landlord or the Landlord's Agents; or
    2. the default of the Landlord under this deed caused by the Landlord or the Landlord's Agents.
  1. No liability for delay or extension of time

The Landlord is not liable for Claims directly or indirectly arising or incurred in connection with the Landlord's Works including in relation to any delay which results in the Landlord's Works not reaching Practical Completion on or before the Date for Practical Completion of the Landlord's Works except to the extent that the Head-Landlord makes a successful claim against the Warehouse Contractor under the Warehouse D&C Contract in relation to that Claim.

* 1. Tenant's risk

The Tenant's use of the Premises, its entry onto the Warehouse Land and the Market Land and the Tenant Works are at the Tenant's risk (except as otherwise provided for in this deed).

1. Possession by Tenant
   1. Requirements before Tenant takes possession under the Lease

Without limiting the Tenant's obligations under the Lease to pay Rent from the Commencement Date, the Tenant will not be entitled to take possession of the Premises under the Lease until the Landlord gives the Tenant notice that all of the following conditions have been fulfilled, complied with or waived by the Landlord:

* + 1. the Tenant has given the Landlord an amount equal to the estimated Commencing Rent (as notified by the Landlord) for the first 6 months of the Lease (plus GST) in the form of a bank guarantee or insurance bond (as security for the Tenant's obligations under the Lease);
    2. the Landlord is satisfied that the Tenant Works have been completed in accordance with this deed and the Tenancy Fit Out Guide;
    3. Practical Completion has been achieved;
    4. the Construction Works have been substantially completed to the Landlord's satisfaction;
    5. the Tenant has obtained a Certificate of Occupancy as required under the Tenancy Fit Out Guide;
    6. the Tenant has complied with its obligations under the Tenancy Fitout Guide;
    7. the Tenant has complied with those of its obligations under the Lease that must be complied with by the Commencement Date, including those regarding security and insurance; and
    8. the Tenant has complied with the Landlord's induction requirements for the use of the Premises.

This clause 10.1 applies even if the Lease has commenced.

1. Grant of Lease
   1. Grant
      1. If this deed has not been terminated under clause 13 on or before the Commencement Date, the Landlord agrees to grant, and the Tenant agrees to accept the grant of, the Lease on and from the Commencement Date.
      2. The Lease will commence even if the Tenant Works are not completed by the Commencement Date.
   2. Delivery of documents and monies

The Tenant must deliver to the Landlord with this deed:

* + 1. the Lease, in duplicate, correctly executed by the Tenant; and
    2. the Deposit Payment.
  1. Escrow

The Landlord must hold the Lease in escrow until the Commencement Date is determined under this deed.

* 1. Completion of Lease

The Landlord is authorised to complete the Lease, and must do so as soon as possible after the Commencement Date, by inserting:

* + 1. in the information table:
       1. the Commencement Date;
       2. the Termination Date;
       3. the Commencing Rent;
       4. the commencement date and termination date of any option lease;
    2. into Schedule 3 to the Lease, a list of the Landlord's maintenance items; and
    3. any other information necessary to complete the Lease.
  1. Parties bound

The parties are bound by the Lease from and including the Commencement Date, even though a party may not have executed the Lease, or the Lease may not have been completed in accordance with clause 11.4.

* 1. Caveats

The Tenant must not lodge a caveat on the title to the Warehouse Land or allow a caveat lodged by a person claiming through the Tenant to be lodged or to remain on title.

1. Security Amount
   1. Tenant must provide Security Amount
      1. The Tenant must give the Landlord the Security Amount by way of Bank Guarantee or Insurance Bond on or before the date that the Tenant wishes to access the Premises for the Tenant Works.
      2. The Tenant will not be entitled to access the Premises for the Tenant Works until it has given the Security Amount to the Landlord.
      3. The Security Amount is security for the Tenant's performance of its obligations under this deed.
      4. For the avoidance of doubt the amount of the Security Amount to be provided under this deed is equal to 6 months' Rent plus GST.
      5. The Landlord agrees that the Tenant may use the security deposit provided by the Tenant under the Commitment Deed to satisfy (or partially satisfy) the Tenant's obligation to provide the Security Amount under this deed but only to the extent:
         1. that the security deposit has not be drawn down upon; and
         2. permitted under the terms of the relevant Bank Guarantee or Insurance Bond.
   2. When Landlord may call on Security Amount

If the Tenant does not comply with any of its monetary obligations under this deed, then the Landlord may draw on the Bank Guarantee or Insurance Bond without notice to the Tenant.

* 1. Reinstatement of Security Amount

If the Landlord draws on the Bank Guarantee or Insurance Bond, then no later than 14 days after the Landlord gives the Tenant a notice asking for it, the Tenant must deliver to the Landlord a replacement Bank Guarantee or Insurance Bond (as applicable) for the Security Amount.

* 1. Replacement Insurance Bank Guarantee and Bond
     1. If at any time the Landlord reasonably considers that:
        1. the Bank Guarantee or Insurance Bond may be unenforceable; or
        2. the entity providing the Bank Guarantee or the Insurance Bond will be unable to pay to the Landlord one hundred per cent (100%) of the amount secured by the Bank Guarantee or the Insurance Bond if called upon,

and the Landlord gives notice to this effect to the Tenant, then the Tenant must provide the Landlord with a replacement Bank Guarantee or Insurance Bond within 14 days of receipt of the Landlord's notice.

* + 1. Any replacement Bank Guarantee or Insurance Bond must be from an entity which is acceptable to the Landlord.
    2. The Landlord must act reasonably in its requirements under this clause.
  1. Change in ownership

If the Landlord assigns or disposes of its interest in this deed, the Head-Lease or the Premises, the Tenant must do whatever is necessary on the Tenant's part to give the benefit of the Bank Guarantee or Insurance Bond to a new party, including, if the Landlord requires, giving the new party a new Bank Guarantee or Insurance Bond for the Security Amount. The Landlord must reimburse the Tenant the reasonable cost incurred by the Tenant in procuring a new Bank Guarantee or Insurance Bond.

1. Termination
   1. Termination for Tenant's default

Without limiting the Landlord's rights under clauses 5.15 or 14.4, the Tenant is in default and the Landlord may terminate this deed if:

* + 1. the Tenant has failed to pay any money payable under this deed to the Landlord on time, and the Landlord has given the Tenant a notice specifying the amount owing and requiring the Tenant to pay it within seven days after the notice is given;
    2. an Insolvency Event occurs in respect of the Tenant, and the Landlord has given the Tenant a notice requiring the Tenant to prove to the Landlord's satisfaction within seven days after the notice is given that it is no longer subject to the Insolvency Event; or
    3. the Tenant has not complied with any other obligation under this deed, and the Landlord has given the Tenant a notice specifying the non‑compliance and requiring the Tenant to remedy it within a reasonable time after the date the notice is given,

and the Tenant does not comply with any notice given by the Landlord under this clause 13.1.

* 1. Consequences of termination

If this deed is terminated under clause 5.15, 13.1 or 14.4, the Tenant must:

* + 1. if the Tenant has had access to the Premises and unless instructed otherwise by the Landlord:
       1. vacate the Premises and remove from the Premises any property belonging to the Tenant or the Tenant's Agents;
       2. repair any damage to the Premises caused by the Tenant and the Tenant's Agents, or the removal of any of their property; and
       3. reinstate the Premises to the condition they were in when the Tenant or any of the Tenant's Agents obtained access to them; and
    2. repair any damage to the Warehouse Land caused by the Tenant and the Tenant's Agents,

and the Tenant's entitlement to the Lease is terminated and the Lease is of no effect even if it has been executed by either party.

* 1. Recovery of money

If this deed is terminated under clause 5.15, 13.1 or 14.4 and without limiting its other rights under this deed, the Landlord may in its discretion:

* + 1. at any time treat the event giving rise to that termination as a repudiation of this deed by the Tenant; and
    2. recover from the Tenant:
       1. all arrears of money payable by the Tenant and any interest on that money calculated in each case to that date of termination;
       2. all Costs (including the Landlord’s reasonable administration costs) incurred by the Landlord in rectifying any breaches by the Tenant of this deed; and
       3. all Costs incurred by the Landlord in recovering any money or enforcing any security.

1. Assignment
   1. Assignment by Tenant

The Tenant must not assign, transfer, mortgage or otherwise deal with any of its rights, duties or liabilities under the provisions of this deed without the prior written consent of the Landlord (which the Landlord must not unreasonably withhold in the case of assignment to a related body corporate (as that term is defined in the *Corporations Act 2001* (Cth)) of the Tenant).

* 1. Assignment
     1. The Landlord will not unreasonably withhold its consent to the Tenant assigning this deed if the following conditions are satisfied:
        1. at the time the Tenant notifies the Landlord in writing of its wish to assign this deed, the Tenant has remedied any breach of this deed, notice of which has been given to the Tenant;
        2. the Tenant provides the Landlord with a copy of the fully executed business sale contract relating to the transfer of the business conducted by the Tenant at the Warehouse Land or, if acceptable to the Landlord, details of those assets or items of the Tenant's business which are being transferred to the new tenant as the case may be (including the price payable);
        3. the Tenant pays the reasonable Costs and disbursements incurred by the Landlord of and incidental to its consent including any reasonable legal costs associated with giving its consent or giving effect to its consent;
        4. the Tenant satisfies the Landlord that the proposed new tenant is respectable, financially sound and capable of fulfilling the Tenant's obligations under this deed;
        5. the Tenant provides the Landlord with all other information reasonably requested by the Landlord in relation to the proposed new tenant;
        6. the proposed new tenant:
           1. enters into an agreement with the Landlord and the Tenant in the form required by the Landlord that he or she will comply with the provisions of this deed and the Lease; and
           2. provides any bank guarantee and/or guarantee and indemnity required by the Landlord; and
        7. the Tenant has obtained any consent which the Tenant is obliged to obtain.
     2. If the Tenant assigns or otherwise deals with the Premises or this deed under this clause 14, the Tenant will, except to the extent liability has been accepted in writing by the assignee in favour of the Landlord:
        1. remain liable under this deed; and
        2. not be released from its obligations whether in respect of past, present or future breaches of the Tenant's obligations under this deed,

until the end of the then current Term.

* 1. Change in control of the Tenant

If:

* + 1. the Tenant is a company which is neither listed nor wholly owned by a company which is listed on the Australian Securities Exchange; and
    2. there is a proposed change in:
       1. the membership of the Tenant or its holding company;
       2. the beneficial ownership of the shares in the Tenant or its holding company; or
       3. the beneficial ownership of the business or assets of the Tenant,

so that a different person or group of persons will control the composition of the board of directors or more than 50% of the shares giving a right to vote at general meetings,

then:

* + 1. that proposed change in control is treated as a proposed assignment of this deed which requires the Landlord's prior written consent in accordance with clauses 14.1 and 14.2; and
    2. the person or group of persons acquiring control is treated as the proposed new tenant.
  1. Landlord's Rights on Deemed Assignments

The Landlord may, within 30 days of becoming aware of any of the events listed in clause 14.3 occurring to which the Landlord has not consented, either:

* + 1. consent to the change of control in accordance with the provisions of clauses 14.1 and 14.2; or
    2. require the Tenant to obtain the Landlord's consent to the change of control or reverse the change within a period notified by the Landlord (which period cannot be less than 10 Business Days).

If the Tenant fails to obtain the Landlord's consent to the change of control or reverse the change within the period notified by the Landlord, the Landlord may terminate this deed by giving written notice to the Tenant.

Termination under this clause does not affect the rights of the Landlord against the Tenant for any antecedent breach by the Tenant of its obligations under this deed.

* 1. Assignment by Landlord

The Landlord may assign or novate its interest under this deed, the Lease and the Head-Lease and deal with the Warehouse Land and the Premises at any time in its absolute discretion and is released from its obligations in its absolute discretion under this deed on the date of the assignment or novation.

1. GST
   1. Interpretation

In this clause 15, a word or expression defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) has the meaning given to it in that Act.

* 1. Consideration is GST exclusive

Any consideration to be paid or provided for a supply made under or in connection with this lease, unless specifically described in this lease as 'GST inclusive', does not include an amount on account of GST.

* 1. GST gross up

If a party makes a supply under or in connection with this deed in respect of which GST is payable, the consideration for the supply but for the application of this clause 15.3 (**GST exclusive consideration**) is increased by an amount equal to the GST exclusive consideration multiplied by the rate of GST prevailing at the time the supply is made.

* 1. Reimbursements

If a party must reimburse or indemnify another party for a loss, Cost or expense, the amount to be reimbursed or indemnified is first reduced by any input tax credit the other party is entitled to for the loss, Cost or expense, and then increased in accordance with clause 15.3.

* 1. Tax invoice

A party need not make a payment for a taxable supply made under or in connection with this deed until it receives a tax invoice for the supply to which the payment relates.

1. Notices
   1. Service of notices

A notice, demand, consent, approval or communication under this deed (**Notice**) must be:

* + 1. in writing, in English and signed by an authorised person; and
    2. hand‑delivered or sent by prepaid post to the recipient's address for Notices specified in the notice details of the Information table, as varied by any Notice given by the recipient to the sender.
  1. Effective on receipt

A Notice given in accordance with clause 16.1 takes effect when received (or at a later time specified in it), and is taken to be received:

* + 1. if hand delivered, on delivery;
    2. if sent by prepaid post, on the second Business Day after the date of posting (or on the seventh Business Day after the date of posting if posted to or from a place outside Australia); and
    3. in the case of leaving at the Tenant's Post Box, on the first Business Day after the notice has been left at the Tenant's Post Box,

but if the delivery or receipt is not on a Business Day or is after 5.00pm on a Business Day, the Notice is taken to be received at 9.00am on the next Business Day.

1. No representation or inducement

The Tenant warrants to the Landlord that the Tenant has:

* + 1. not relied on any representation, warranty, promise or undertaking (other than those expressly contained in this deed) by the Landlord or any person acting or seeming to act on the Landlord’s behalf or the State in relation to the matters the subject of this deed or the Lease;
    2. not been induced to enter into this deed by the Landlord or the State;
    3. relied on the Tenant's own enquiries and skill and judgment in relation to:
       1. this deed and the Lease; and
       2. deciding to enter into this deed and the Lease; and
    4. has satisfied itself as to the suitability of the Premises for the Permitted Use and the business the Tenant proposes to conduct from the Premises.

1. General
   1. Alterations and waivers

This deed may be altered, and a provision waived, only in writing signed by each party.

* 1. Approvals and consents

Except where this deed expressly states otherwise, a party may withhold or give conditionally any approval or consent under this deed.

* 1. Counterparts

This deed may be entered into by the exchange of executed counterparts.

* 1. No merger

The rights and obligations of the parties under this deed do not merge on completion of any transaction contemplated by this deed.

* 1. Inconsistencies

If there is an inconsistency between the provisions of the Lease and the provisions of this deed:

* + 1. prior to the Commencement Date, the provisions of this deed prevail; and

(b) on and from the Commencement Date, the provisions of the Lease prevail.

* 1. Further action

Each party must do, at its own expense, everything reasonably necessary (including executing documents) to give full effect to this deed and any transaction contemplated by it.

* 1. Severability

A term or part of a term of this deed that is illegal or unenforceable may be severed from this deed and the remaining terms or parts of the term of this deed continue in force.

* 1. Waiver

A party does not waive a right, power or remedy if it fails to exercise or delays in exercising the right, power or remedy. A single or partial exercise of a right, power or remedy does not prevent another or further exercise of that or another right, power or remedy. A waiver of a right, power or remedy must be in writing and signed by the party giving the waiver.

* 1. Relationship

Except where this deed expressly states otherwise, it does not create a relationship of employment, trust, agency or partnership between the parties.

* 1. Costs
     1. Each party must pay their own Costs for the preparation, negotiation and execution of this deed and the Lease.
     2. The Tenant must pay the Landlord's reasonable Costs incurred in connection with an amendment to this deed or the Lease that was requested by the Tenant.
  2. Interest on overdue money

If the Tenant does not pay any amount payable by the Tenant under this deed on time, the Tenant must pay interest on that amount on demand by the Landlord from when the amount becomes due for payment until the amount is paid. Interest is calculated on daily balances at the Specified Rate.

* 1. Disclosure of information

The Tenant agrees that the Landlord may make available to the public information relating to this deed and the Lease, including in relation to the identity of the Tenant.

* 1. Entire deed

This deed and the Lease granted pursuant to this deed contain the entire deed of the parties with respect to their subject matter. They set out the only conduct relied on by the parties and supersede all earlier conduct by the parties with respect to their subject matter.

1. This deed ends if the Head-Lease ends
   * 1. This deed will end automatically if the Head-Lease ends for any reason. It will end at the same time as the Head-Lease ends.
     2. The ending of this lease under clause 19(a) does not affect the Landlord's or the Tenant's rights relating to any breach of this deed that happens before this deed ends.
     3. The parties acknowledge and agree that in the event the Head-Lease ends, the Deed Poll deems the Head-Landlord to have agreed to grant a direct agreement to lease to the Tenant on the terms and conditions of this deed (with only those changes required to reflect the change in the landlord) on and from the date that the Head-Lease terminates.
     4. If there is inconsistency between this clause 19 and any other provision in this deed, this clause 19 prevails.

Signing page

**EXECUTED** as a deed.

|  |  |  |  |
| --- | --- | --- | --- |
| **The Common Seal** of **Melbourne Market Authority** was affixed by authority of the Board: |  |  |  |
|  | ← |  | ← |
| Chief Executive/Secretary |  | Member |  |
| Name (please print) |  | Name (please print) |  |

**[If the Tenant is an individual]**

|  |  |  |  |
| --- | --- | --- | --- |
| **Signed, sealed and delivered** by #tenant execution name# in the presence of |  |  |  |
|  | ← |  | ← |
| Signature of witness |  | *[#]* |  |
|  |  |  |  |
| Name of witness (print) |  |  |  |

**[If the Tenant is a company]**

|  |  |  |  |
| --- | --- | --- | --- |
| **Executed** by #tenant execution name# in accordance with Section 127 of the *Corporations Act 2001* |  |  |  |
|  | ← |  | ← |
| Signature of director |  | Signature of director/company secretary  (Please delete as applicable) |  |
| Name of director (print) |  | Name of director/company secretary (print) |  |

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|  |  |  |
|  |  | Annexure A |
|  |  | Lease |
|  |  |  |
|  |  | Annexure to Part A Warehouse Agreement for Lease |

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|  |  |  |
|  |  | Annexure B |
|  |  | Market Land |
|  |  |  |
|  |  | Annexure to Part A Warehouse Agreement for Lease |



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|  |  |  |
|  |  | Annexure C |
|  |  | Warehouse Land |
|  |  |  |
|  |  | Annexure to Part A Warehouse Agreement for Lease |



