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The Real Estate Institute of Victoria Ltd

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Landlord(s): **NY RATNA PTY LTD ATF TEDJALAKSANA DISCRETIONARY TRUST**

Tenant(s): **SABINA KLEIN T/A SABI KLEIN ART**

Premises: **479 South Rd Bentleigh 3204**

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About this Renewal of Lease

You can use this deed to renew an REIV Commercial Lease [Code 143] when it contains an option for another term. You can also use it to record renewals of other forms of commercial, retail, and industrial leases that contain options to renew. Complete this deed in triplicate. Once completed, dated and signed part is for the landlord to keep, the second is for the tenant to keep and the third is for your agency file. Keep the completed deed with the lease. Depending on the circumstances, it may be prudent to obtain professional help to complete this deed.

This deed is supplemental to the lease recorded in the Schedule (Lease) and is made on the date set out in the Schedule.

Recitals:

A. If the landlord named in the Schedule (landlord) is not the landlord named in the Lease, the landlord is now entitled to the reversion when the Lease ends.

B. If the tenant named in the Schedule (tenant) is not the tenant named in the Lease, the tenant has taken an assignment of the Lease.

C. The tenant has the right to renew the Lease of the premises described in the Schedule (premises) for the period set out in the Schedule (further term).

D. The tenant has renewed the Lease of the premises for the further term.

E. The landlord and the tenant have made this deed to record the further term.

The landlord and the tenant agree -

1. Renewal of the Lease

1.1 The landlord and the tenant agree the Lease of the premises is renewed for the further term commencing on the date set out in the Schedule.

1.2 This deed will, so far as may be, be read and have effect as if it contained a full recital of the Lease with such changes as may be required to make it applicable to the further term or to incorporate the special conditions, if any, recorded in the Special Conditions Schedule.

1.3 If it is necessary to determine priority between a term of the Lease and a special condition, the special condition has priority.

2. Rent

2.1 The initial rent for the further term is set out in the Schedule.

2.2 If, at the date of this deed, the initial rent for the further term remains to be agreed then until it is agreed or, if not agreed, is determined, the tenant will continue to pay the rent current at the date on which the immediately preceding term of the Lease came to an end. On the initial rent being agreed, or determined, any necessary adjustment will be made.

3. Security deposit

If necessary, on signing this deed, the tenant will provide the landlord with an additional security deposit so the security deposit is maintained at an amount required by the Lease.

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4. Guarantee and indemnity

If, during the immediately preceding term, the tenant's observation and performance of the Lease was guaranteed or indemnified or both by a guarantor or guarantors the tenant will, simultaneously with the signing this deed, procure the guarantor or guarantors to provide to the landlord a guarantee or indemnity of the tenant's observance and performance of the lease for the further term, on similar terms to that provided for the immediately preceding term.

5. Retail Leases Regulations (RLR)

If the Retail Leases Act 2003 applies, the tenant acknowledges having received the disclosure statement to be provided by the landlord as required by the RLR.

6. Special Conditions

Unless some other date or dates are specified, the special conditions, if any, in the Special Conditions Schedule have effect beginning on the commencement date of the further term.

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SCHEDULE

Date of this deed: 17.03.2026 | 2:26 PM AEDT

Landlord: NY RATNA PTY LTD ATF TEDJALAKSANA DISCRETIONARY TRUST

Contact Person:			
Address	**PO BOX 2598 CHELTENHAM**	Postcode	**3192**
ACN		ABN	**84576413132**
Phone	**0395851599**	Mobile	
Fax		Email	**admin@tsimos.com.au**

Tenant: SABINA KLEIN T/A SABI KLEIN ART

Contact Person:	**Sabina Klein**		
Address		Postcode	
ACN		ABN	**34363543189**
Phone		Mobile	**+61401828595**
Fax		Email	

Premises:479 South Rd Bentleigh 3204

Lease dated: 27/06/2023

Further term: ONE (1) YEAR

Commencement date of the further term: 27/06/2026

Initial rent for the further term*: $18,500.00 **Per Annum / ~~**Per Calendar Month~~

* the initial rent is exclusive of GST unless 'GST inclusive' or 'GST is not payable on the rent' appears in the box.

GST Inclusive

Further terms remaining after this further term ends:

NIL

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SPECIAL CONDITION SCHEDULE

Record here any special Conditions as agreed. Number them one-after-the other, starting at 1.

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 the landlord:

NY RATNA PTY LTD ATF TEDJALAKSANA DISCRETIONARY TRUST

Director Name: Paulus Tedjalaksana

Director sign here — DocuSigned by: Paulus Tedjalaksana F89163026ECC488...

Director/Company Secretary Name:

Director/Company Secretary sign here

in the presence of
Witness Name: Sarah Maniapoto

Witness sign here — Signed by: Sarah Maniapoto D09E47FC72FD472...

Signed sealed and delivered by the tenant:

SABINA KLEIN T/A SABI KLEIN ART

Director Name: Sabina Klein

Sabina Klein sign here — DocuSigned by: C3B132F7057040B...

Director/Company Secretary Name:

Director/Company Secretary sign here

in the presence of
Witness Name: Sarah Maniapoto

Witness sign here — Signed by: Sarah Maniapoto D09E47FC72FD472...

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The layout of this statement does not need to be the same as the prescribed disclosure statement in the Retail Leases Regulations 2003.

It is prudent for a Tenant to obtain independent legal and financial advice before entering into a retail premises lease.

The Tenant has remedies including termination of a lease under the **Retail Leases Act 2003** if information in this statement is misleading, false or materially incomplete.

Information contained in this statement is correct as at the date of this statement but may change after the date of this statement and during the term of the lease.

DISCLOSURE STATEMENT ON RENEWAL OF LEASE
by the landlord

Landlord:	**NY RATNA PTY LTD ATF TEDJALAKSANA DISCRETIONARY TRUST (A.B.N. 84 576 413 132)**
Tenant:	**SABINA KLEIN T/A SABI KLEIN ART (A.B.N. 34 363 543 189)**
Landlord's Agent:	**C/- TSIMOS COMMERCIAL REAL ESTATE**
Property:	**479 SOUTH ROAD, BENTLEIGH, VIC, 3204**

PART 1 KEY INFORMATION

1. Renewal of lease

1.1 Date of which the option to renew the lease agreement for the premises was exercised, or date on which all the parties to the lease entered into an agreement to renew the lease.

13/03/2026

---

2. Alteration Works

2.1 Are there any alteration or demolition works, planned or known to the landlord at this point in time, to the premises
Or building/centre, including surrounding roads, during the term or any further term or terms?

☐ YES ☒ NO

If yes, explain here:

---

3. Other Matters

3.1 Are there any other matters that may materially affect the tenant's ongoing business and are not referred to in the lease? [e.g. current legal proceedings, planned changes to tenancy mix]

☐ YES ☒ NO – Except for electricity usage, gas usage, water usage, phone & internet usage.

If yes, explain here:

3.2 Are there any alteration or demolition works, planned or known to the landlord at this point in time, to land adjacent to or in close proximity to the premises or building/centre, during the term or any further term or terms?

☐ YES ☒ NO

If yes, explain here:

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4. **Other monetary obligations and charges**

4.1 Outline any costs arising under the renewed lease not including costs that are referred to in the statement of outgoings under section 47 of the Act and are not referred to in the lease.

NIL

PART 2 OUTGOINGS

---

5. Contribution by tenant towards landlord's outgoings

5.1 Is the tenant required to pay or contribute towards the landlords outgoings?

YES ☒ NO ☐

5.2 Describe any period during which the tenant is not required to pay outgoings:

N/A

5.3 Date on which payment of outgoings is to commence: EXISTING TENANCY

5.4 Formulae for apportioning outgoings

---

6. Outgoings estimates (annual) for the 12 month period

01/07/25 – 01/07/26 (*To represent current Financial Year)*

[*State which of the following are payable by the tenant. The landlord may be prevented by the **Retail Leases Act 2003** from claiming certain costs*.]

	Estimate (including GST) per annum for the building/centre
6.1 Administration	
Administration costs (excluding management fees and wages	$
6.2 Air conditioning/temperature control -	
air conditioning maintenance	$TENANT RESPONSIBILITY
air conditioning operating costs	$TENANT RESPONSIBILITY
6.3 Building/centre management	
Body corporate/strata levies	$
Building intelligence services	$
Customer traffic flow services	$
Energy management services	$
Common Area Maintenance	$

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Insurance	$
Pest control	$TENANT RESPONSIBILITY
Ventilation	$

6.4 Building/centre security

Caretaking/cleaning	$
Emergency systems	$
Fire levy	$
Fire Service & AESMR	$
Annual Audit (if required)	$

6.5 Cleaning

Cleaning consumables	$
Cleaning costs (excluding consumables)	$

6.6 Communications

Post boxes	$
Public telephones	$

6.7 Customer facilities

Car parking	$
Child minding	$
Escalators	$
Lifts	$
Uniforms	$

6.8 Customer information services

Information directories	$
Public address/music	$
Signage	$

6.9 Government rates and charges

Local government rates and charges	$
Water, sewerage and drainage rates and charges	$990.00

(Note: under section 50 of the **Retail Leases Act 2003**, the landlord may not claim land tax as an outgoing)

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6.10 Repairs

Repairs and maintenance	$
Sinking fund for repairs and maintenance	$

(Note: under section 41 of the **Retail Leases Act 2003**, the landlord may not claim the capital costs of the building/centre in which the premises are located)

6.11 Utility services

Electricity	$ TENANTS OWN ACCOUNT
Gas	$ TENANTS OWN ACCOUNT
Oil	$ TENANTS OWN ACCOUNT
Water	AS CONSUMED BY THE TENANT WHICH WILL APPEAR ON THE QUARTERLY RATES NOTICE

6.12 Waste management

Sewerage disposal	BASED ON WATER CONSUMED BY THE TENANT WHICH WILL APPEAR ONTHE QUARTERLY RATES NOTICE
Waste collection and disposal	$ TENANT CONTRACTOR

6.13 **List any other outgoings**

6.14 Total estimated outgoings for the building/centre $990.00 ☐ **Including** ☒ **Excluding GST**

6.14 **Formula for determining tenant's share of the total outgoings for the building/centre:** 100%

6.16 Estimated tenant contribution to outgoings: $990.00 ☐ **Including** ☒ **Excluding GST**

PART 3 LANDLORD ACKNOWLEDGEMENTS AND SIGNATURE

---

7 Acknowledgement by landlord

By signing this disclosure statement, the landlord confirms and acknowledges that:

- The landlord has not knowingly withheld information that may materially affect the tenant's ongoing business.

Warnings to landlord when completing this disclosure statement:

- The tenant may have remedies including termination of lease if the information in this statement is misleading, false or materially incomplete.

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8 Landlords Signature/s

8.1 Name of landlord: NY RATNA PTY LTD ATF TEDJALAKSANA DISCRETIONARY TRUST

8.2 Signed by the landlord or the landlord's agent for and on behalf of the landlord.

x..... DocuSigned by: Jess Shearn .....

Jess Shearn

Print Name: .....

8.3 Name of the landlord's authorised representative or landlord's agent

TSIMOS COMMERCIAL REAL ESTATE

8.4 Date: 16.03.2026 | 11:52 AM AEDT **……./……./…….**

PART 4 TENANT ACKNOWLEDGEMENTS AND SIGNATURE

9 Acknowledgement by the tenant

By signing this disclosure statement, the tenant confirms and acknowledges that the tenant received this disclosure statement.

9.1 Tenant's signature

It is important that the tenant seek independent legal and financial advice before entering into a lease.

9.2 Name of tenant: SABINA KLEIN T/A SABI KLEIN ART

x..... DocuSigned by: .....

9.3 Date: 16.03.2026 | 12:14 PM AEDT **……./……./…….**

END NOTES

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Landlord(s): LIANA WENAWATY UNGUL

Tenant(s): SABINA KLEIN T/A SABI KLEIN ART (A.B.N. 34 363 543 189)

Premises: 479 South Rd, Bentleigh VIC 3204

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Code 143

Commercial Lease©

ABOUT THIS LEASE

This is a standard form document. It can be used in the leasing 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 REIV Copyright Special Conditions Schedule (Code 144A) and not by making changes or additions to the Lease itself.** Depending on circumstances, it may be prudent to obtain legal advice when drawing up this Lease. The REIV Copyright Commercial Lease Schedule (Code 144) ("Schedule") 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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Code 143

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 ($20,000,000.00 if not amount specified), 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 accordingly.

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, lightening 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) maintain in working order and 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;

(j) repaint or refinish all painted or finished surfaces in a workmanlike manner with as good quality materials as at the commencement date of this lease at least once every 5 years during the term and any further term viewed as one continuous period or such other period or interval agreed between the landlord and tenant.

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;

the tenant must 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.

6.4 Without limiting clause 6.2, in the event the landlord grants consent under this clause 6 and the tenant's works involve any alteration and/or addition to any electrical infrastructure of or to the premises or building, the tenant must, at the completion of such works, provide the landlord or the managing agent with a certificate of electrical safety in accordance with the Electricity Safety Act 1998 and its regulations, in addition to copies of all permits, certificates, approvals and as-built plans in relation to the completed works.

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.

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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.

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 unauthorised alterations or additions or 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 unauthorised alterations or additions or 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 unauthorised alterations or additions or 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;

(d) cleaned and tidied the premises and the landlord's fixtures and fittings; and

(e) repainted or refinished all painted or finished surfaces in a workmanlike manner to a condition consistent with the surfaces at the commencement date of this lease.

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.

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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.

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.

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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.

13.5 Without limiting clause 13.4, if the tenant fails to observe and comply with any requirements imposed on the tenant by the OHSA and regulations, the landlord may, but is not under any obligation to, remedy any failures and recover all associated costs from the tenant.

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,

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 overholding 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; and

in 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.

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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 all of the tenant's obligations, the security deposit will be repaid or the bank guarantee returned within 30 days after the date on which the lease ends.

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.

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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 an over-holding tenant; and

(ii) on the terms and conditions of this lease, so far as they are applicable to an over-holding 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; and

(vi) this lease otherwise continues with no break in the tenant's entitlement to possession.

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.

23.3

(a) This clause 23.3 applies where:

(i) before its renewal, the lease was a retail premises under the Act; and

(ii) the renewed lease for the further term is not a retail premises lease under the Act.

(b) If this clause 23.3 applies, then on and from the commencing date of the renewed lease for the further term, a provision of the lease that was:

(i) made void by the Act is revived in the renewed lease for the further term and can be enforced by the parties;

(ii) implied into the lease by the Act ceases to be implied into the renewed lease for the further term and cannot be enforced by the parties.

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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 ends

unless the landlord and the tenant agree otherwise in writing.

(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.

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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 equals A multiplied by B 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

(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.

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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 Securities 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.

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, liabilities, actions, suits, demands, judgements or costs arising from or related to such damage or injury arising out of or in connection with the tenant's use of the premises.

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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 or to the party's last known address or email address provided in writing, or to the party's registered office.

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, including the rules of any owners corporation affecting the premises, but such rules or regulations 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 from time to time and the tenant will be bound by a change when it receives notice of it.

33.3 The tenant must at all times comply with the rules or regulations of the building and rules of an owners corporation (if-aplicable), whether original, altered or substituted, starting on the date of being given notice of them.

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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 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.

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.

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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. Delivery of Guarantee and Idemnity

If a guarantor is named in the Schedule, the tenant must on the same date as the execution of this lease procure execution by the guarantor of a guarantee and indemnity and deliver the executed guarantee and indemnity to the landlord. If the landlord elects, this lease will not take effect until the guarantee and indemnity has been properly executed by the guarantor and delivered to the landlord.

39. Definitions and interpretation

39.1. 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 the Act.

"guarantor" means the individual or corporation or one or more of them referred to in the Schedule;

"guarantee and indemnity" means the REIV's standard guarantee and indemnity Code 142 or a guarantee and indemnity in a similar form.

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

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"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.

"PPSA" means the Personal Property Securities Act 2009.

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

"sign" includes advertisement.

"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.

39.2. 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.

39.3. 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.

39.4. 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.

39.5. The singular includes the plural and vice versa.

39.6. The masculine gender includes the female and neuter genders.

39.7. 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.

39.8. This lease is governed by the laws of Victoria and each party irrevocably submits to the non-exclusive jurisdiction of the courts of Victoria.

39.9. 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.

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SPECIAL CONDITIONS

SPECIAL CONDITION ONE

These Special Conditions prevail over all other provisions in this Lease if there is any inconsistency between the Special Conditions and other provisions of the Lease.

SPECIAL CONDITION TWO

The Lessee acknowledges and agrees that the Lease is not binding on the Lessor until:

- The Lessor has signed the Lease; and
- The Lessee has given the Security Bond to the Lessor / Agent; and
- The Lessee has paid to the Lessor / Agent the first month's rental instalment; and
- The Lessee has paid any Lease preparation fees (subject to Retail Leases Act)
- The Lessee has provided a copy of their Public Liability Insurance

If the Lessor has given possession of the premises before the above items have been satisfied, then the Lessor may at its option regard the Lessee as a tenant at will.

SPECIAL CONDITION THREE

The Lessee hereby acknowledges that it is the Lessee's responsibility to make necessary enquiries with all relevant authorities to obtain a Permit (if required) for the permitted use of the premises.

SPECIAL CONDITION FOUR

The Lessee hereby agrees to pay their rent by direct debit into an account specified by the Lessor. The Lessor specifies at the commencement of the Lease, rental to be paid into:

Tsimos Commercial Real Estate Trust Account
BSB: 083-347
Account: 87-514-5261

On or before the 27TH of each month, as long as Tsimos Commercial Real Estate remains the Lessor's Agent or unless otherwise notified by the Lessor.

The Lessee will incur a fee of $22.00inc GST for any payments received by the Lessor or Lessors Agent after the due date of any rent and/or outgoings owing and if any payment is dishonoured.

SPECIAL CONDITION FIVE

The Lessee shall:

- At all times be responsible for any damage caused to the premises by vandalism (including graffiti), attempted or unlawful entry to the premises and any such damage caused must be rectified immediately after such damage has occurred
- Immediately repair any defective window glass, lights, doors, locks and fastenings and replace defective light globes, fluorescent tubes, key cards, remote controls or keys
- It is the responsibility of the Lessee to effect necessary insurance to cover against any damage detailed above
- The Lessee acknowledges that should an insurance claim be made as a result of any vandalism, unlawful entry or other such damage that they are responsible for paying the insurance excess

SIGNED BY THE LESSEE DocuSigned by: C3B132F7057040B...

SIGNED BY THE LESSOR

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SPECIAL CONDITION SIX

The Lessee acknowledges that it is their responsibility to maintain clear paths of travel through the premises to the exit doors at all times. **No goods or equipment are to be stored across exit doorways internally or externally.** Such 'paths of travel' and the function of the exit doors should be reviewed by the Lessee on a quarterly basis as a minimum requirement. Exit doors should be checked regularly and any concern regarding the functionality of the door or egress should be immediately communicated to the Agent.

SPECIAL CONDITION SEVEN

The Lessee must give the Lessor or their Agent not less than Three (3) Months written Notice that it intends to vacate the premises at the expiry of the term or any holding over period. Failing which, the Lessee acknowledges they must pay the Lessor liquidate damages equal to the rent and outgoings for the last three (3) months of the tenancy.

SPECIAL CONDITION EIGHT

The Lessee will remain liable to pay rent and outgoings in relation to the premises until:

- the lease expires;
- the lessee has delivered to the Lessor or the Lessor's Agent all keys to the premises, or arranged and paid for alternate locks if all keys cannot be located; and
- the premises have been repaired / reinstated into the order or condition the premises are required to be in when the term comes to an end

SPECIAL CONDITION NINE

The Lessee hereby indemnifies the Lessor against any claim for damages to the Lessee's chattels, fixtures and fittings arising from flood, water penetration, burst pipes or any like occurrence. As such the Lessee must take out all necessary insurances to cover any goods, chattels, fixtures or fittings owned by the Lessee or any Third Party.

SPECIAL CONDITION TEN

The Lessee acknowledges that this Lease is granted pursuant to provision of Directors Guarantees. Accordingly, if during the course of the Lease or any extension thereof, there is a change to the Directorship of the Company under the Lease, the Lessee must advise the Lessor/Lessors Agent in writing and the incoming Director/s are required to execute a new Indemnity & Guarantee in relation to the existing Lease.

Further, the Lessor may re-enter and end the Lease if the Guarantor is a natural person and-

a) becomes bankrupt, or
b) takes or tries to take advantage of Part X of the Bankruptcy Act, or
c) makes an assignment for the benefit of their creditors, or
d) enters into a composition or arrangement with their creditors, or
e) is unable to pay their debts when due

SPECIAL CONDITION ELEVEN

The Lessee must:

- keep the electricity connected to the premises during the term of the lease or any extension thereof; and
- pay all charges for the removal of waste and rubbish from the premises during the term of the lease or any extension thereof, except for any rubbish created by Lessors works

SIGNED BY THE LESSEE

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SIGNED BY THE LESSOR

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SPECIAL CONDITION TWELVE

The Lessee undertakes to maintain the exterior and applicable surrounding areas of the premises (which may include landscaped and garden areas, car parking areas, driveways, fire escapes and laneways including regular mowing and weeding of nature strips and common areas) in a neat and tidy condition at all times unless it is confirmed that any such maintenance is undertaken by an Owners Corporation or third party.

SPECIAL CONDITION THIRTEEN

The Lessee hereby acknowledges that the car parking area is not to be used for any other purpose than to park registered motor vehicles. In particular the car parking area is not to be used for the storage for shipping containers or any other heavy weights save for the purpose of loading and unloading.

SPECIAL CONDITION FOURTEEN

Should the premises be fitted with a heating / cooling / air conditioning system, the Lessee acknowledges that it is their responsibility to either reimburse the Lessor's cost for or to directly engage a professional contractor to carry out regular inspections and servicing of the heating/ cooling / air conditioning system at the Lessee's cost, excluding repairs of a capital nature. In the absence of any written agreement, the Lessee acknowledges that this maintenance shall be their sole responsibility to arrange contractors at their cost.

The Lessee will be responsible for all repairs and maintenance costs of the heating / cooling / air conditioning system if a regular service contract (minimum quarterly inspections) has not been taken out and documentary proof provided.

SPECIAL CONDITION FIFTEEN

The Lessee hereby agrees, that upon the commencement of this Lease Agreement and during any extension or further term, the Lessee will enter into and keep in force a service agreement with a recognised firm of contractors, to service maintain the Lessor's fixtures and chattels which may include cool rooms, overhead cranes, roller shutter doors, all of which form part of the demised premises. The Lessee further agrees to pay the costs associated with the said maintenance agreement(s).

The Lessee hereby agrees to produce a copy of any of the above agreements upon request, and the Lessor (acting reasonably and with reason) will have the right to refuse any contractor and nominate a preferred contractor instead. The Lessee further acknowledges that failure of the Lessors fixtures and fittings as a result of lack of maintenance does not constitute fair wear and tear.

SPECIAL CONDITION SIXTEEN

At the expiration of the Lease, any further term or any termination of the Lease, in accordance with the Lease covenants 6 and 10 the Lessee undertakes to complete such works in a proper and workmanlike manner in accordance with all requirements of any relevant authority. Furthermore, should any works include the penetration of the walls/ceiling/roof etc (e.g. for exhaust flues / ducting etc) then at the termination of this tenancy the Lessee undertakes to professionally have the walls / ceiling / roof etc reinstated to their original condition by using full sheets (not patches) of the relevant material.

SIGNED BY THE LESSEE

DocuSigned by:

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SIGNED BY THE LESSOR

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SPECIAL CONDITION SEVENTEEN

When the Lessee vacates the premises and if the Lessor so requests:

- The Lessee must, at its cost, have all gas and electrical services it installed in the premises during the tenancy disconnected and removed by properly qualified gas plumbers and electricians and in accordance with the relevant gas and electricity supply authority so as to leave the premises safe.

- The Lessee must give to the Lessor or the Lessor's Agent a certificate from the gas plumber and electrician stating that the disconnection and removal has been properly carried out and that the premises is in that regard safe and compliant by that authority.

SPECIAL CONDITION EIGHTEEN

Should the Lessee wish to vacate the premises prior to the Lease expiry, the Lessee acknowledges that the following costs shall be payable by them-

- If the Lessee chooses to appoint the Managing Agent to find a replacement tenant, and such tenant is procured by the Managing Agent and approved by both the Lessee and the Lessor, a letting fee equivalent to 10% of the average annual rental.
- If engaged to re-lease the property, the cost of internet advertising and signboard at a set fee of $495.00 inclusive of GST
- If the Lessee procures a suitable replacement tenant, approved by both the Lessee and Lessor, a fee equivalent to 3.5% of the annual rental shall be payable plus GST. This fee includes checking of references, establishing records and business history of the new tenant, final inspection for the outgoing tenant, completion of the outgoing account for the existing tenant, completion of ingoing account for the new tenant and all other associated requirements.

SIGNED BY THE LESSEE

DocuSigned by:
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SIGNED BY THE LESSOR

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Code 144

Commercial Lease Schedule©

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ABOUT THIS SCHEDULE

This is a standard form document which forms part of the REIV copyright Commercial Lease (Code 143). The printed, standard wording may need to be altered when completing the Schedule to record a lease, as negotiated. **Alterations to the printed, standard wording should be recorded in the Special Conditions Schedule not by making changes to the Schedule itself.** Depending on circumstances, it may be prudent to obtain professional help when completing this Schedule. Ensure the completed Schedule is attached to each part of the lease, at the time the lease is signed.

Landlord advice to the tenant

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

Date of this Lease: 27 / 6 / 20 23

Landlord: LIANA WENAWATY UNGUL

Contact Person: **C/- TSIMOS COMMERCIAL REAL ESATE**

Address: **C/- PO BOX 2598, CHELTENHAM VIC** Postcode: **3192**

ACN: _____ ABN: _____

Phone: _____ Mobile: _____

Fax: _____ Email: _____

Tenant: SABINA KLEIN T/A SABI KLEIN ART

Contact Person: **C/- SABINA KLEIN**

Address: **C/- 5/171 CHESTERVILLE ROAD, MOORABBIN VIC** Postcode: **3189**

ACN: _____ ABN: **34 363 543 189**

Phone: _____ Mobile: _____

Fax: _____ Email: _____

Managing Agent: Tsimos Commercial Real Estate

Managing Agent: _____

Address: **Suite 3/1174 Nepean Highway CHELTENHAM 3192** Postcode: _____

ACN: _____ ABN: **47 880 114 614**

Phone: **03 95851599** Mobile: _____

Fax: **03 95830633** Email: **admin@tsimos.com.au**

Premises*: 479 SOUTH ROAD, BENTLEIGH VIC 3204

(*attach plan to each part of this lease, if applicable)

Term: ONE (1) YEAR

Commencement date of the term: 27 / 06 / 20 23

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Landlord's fixtures and fittings (Cl 5.1(a)): HOT WATER SERVICE, ALL LIGHT AND ELECTRICAL FITTINGS, FIRE FIGHTING EQUIPMENT, AIR CONDITIONER

(*if insufficient space, attach extra page(s))

Further term(s) (Cl 23): ONE (1) YEAR + ONE (1) YEAR + ONE (1) YEAR

Last date to exercise option to renew for the next further term (Cl 23.1 (d)): 26 / 03 / 20 24

Commencement date of the next further term (Cl 23): 27/06/2024

Commencing rent* (Cl 1): $17,500.00 Per Annum / ~~Per Calendar month**~~**

*the rent is exclusive of GST unless "GST inclusive" or "GST is not payable on the rent" appears in the box:

GST inclusive

Rent commencement date (Cl 1): 27 / 06 / 20 23

Landlord's loss of rent and outgoings insurance period (Cl 2.1 (h)): 24.0 months.

Landlord's public liability insurance cover (Cl 2.1 (h)): $ 20,000,000.00

Outgoings excluded (Cl 2.1): ALL OUTGOINGS EXCLUDED EXCEPT WATER RATES

Outgoings, manner of apportionment (Cl 2.3): 100%

The proportion that the lettable area of the premises bears to the lettable area of the building (Cl 2.4(a)): 100%

Building operating expenses, apportionment (Cl 3.2(a)): 100%

Permitted use (Cl 12.2): ART GALLLERY/ STUDIO

Security deposit(Cl.16.1): ~~of *$_____ or~~ *equivalent to **1.0** months rent plus GST.
(*complete the one required and delete the other)

the security deposit will be provided in cash, unless "bank guarantee" appears in the box:

Market rent review dates (Cl 24.1): 27/06/2024, 27/06/2025, 27/06/2026

CPI adjustment of rent dates (Cl 25.1): NA

Fixed rent increases percentage or amount (Cl 26.1): NA

Fixed rent increases dates (Cl 26.1): NA

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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 the landlord

LIANA WENAWATY UNGUL

LIANA WENAWATY UNGUL sign here

in the presence of
Witness Name: .....

Witness sign here

Signed sealed and delivered by the tenant

SABINA KLEIN T/A SABI KLEIN ART

DocuSigned by:
C3B132F70570408...

SABINA KLEIN T/A SABI KLEIN ART sign here

in the presence of
Witness Name: Matt Brown

DocuSigned by:
Matt Brown
060924779E7B4F3...

Witness sign here

REIV

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The layout of this statement does not need to be the same as the prescribed disclosure statement in the Retail Leases Regulations 2003.

It is prudent for a Tenant to obtain independent legal and financial advice before entering into a retail premises lease.

The Tenant has remedies including termination of a lease under the **Retail Leases Act 2003** if information in this statement is misleading, false or materially incomplete.

Information contained in this statement is correct as at the date of this statement but may change after the date of this statement and during the term of the lease.

DISCLOSURE STATEMENT
by the landlord

Landlord:	**LIANA WENAWATY UNGUL**
Lessee:	**SABINA KLEIN T/A SABI KLEIN ART (A.B.N. 34 363 543 189)**
Landlord's Agent:	**TSIMOS COMMERCIAL REAL ESTATE**
Property:	**479 South Rd, Bentleigh VIC 3204**

CONTENTS

Key disclosure items
Part 1 Premises
Part 2 Term of lease and options to renew lease
Part 3 Works, fit out and refurbishment
Part 4 Rent
Part 5 Outgoings
Part 6 Other costs
Part 7 Alteration works (including renovations, extensions, redevelopment, demolition)
Part 8 Trading hours
Part 9 Retail shopping centre details
Part 10 Other disclosures
Part 11 Landlord acknowledgements and signature
Part 12 Tenant acknowledgements and signature
Part 13 Attachments

KEY DISCLOSURE ITEMS

1. Annual base rent under the lease — **$17,500.00 per annum Incl GST**

(see item 10.1)

---

2. Is a rent based on turnover payable by the tenant in year 1?
(see item 12) ☐ YES ☒ NO

---

3. Total estimated outgoings and promotion and marketing costs for the tenant in year 1
$ 700.00Excl GST

---

4. Term of the lease — **ONE (1) YEAR**
(see item 5)

---

5. Actual commencement date of the lease — **27TH JUNE 2023**
(see item 5.1)

---

6. Actual handover date of the premises — **27TH JUNE 2023**
(see item 7.1)

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7. Does the tenant have an option to renew for a further period (exercised in writing and given to the landlord on or before the last day stated in the option clause)?

(see item 6) [X] YES [ ] NO

8. Does the lease provide the tenant with exclusivity in relation to the permitted use of the premises?

[ ] YES [X] NO

(see item 2.2)

PART 1 PREMISES

1 Premises details

479 South Rd, Bentleigh VIC 3204
(Enter Full Address)

1.2 Plan of premises – is a plan available

☐ YES ☒ NO

1.3 Lettable area of premises 58 m2 Approx

Will a survey be conducted?

☐ YES ☒ NO

1.4 Existing structures, fixtures, plant and equipment in the premises, provided by the landlord (excluding any works, fit out and refurbishment described in Part 3)

☒ air conditioning	☐ cool room
☐ floor coverage	☐ grease trap
☒ hot water service	☒ lighting
☐ mechanical exhaust	☐ kitchenette
☐ window coverings	☒ painted walls
☐ plastered walls	☐ shop front
☒ sink	☐ sprinklers
☒ suspended ceilings	☐ telephone line
☒ water supply	☐ separate utility meter—electricity
☐ separate utility meter—gas	☐ alarm
☐ electrical distribution - 3 phase	☐ separate utility meter - water
☒ firefighting equipment	☐ Heating

Other:

1.5 Services and facilities provided by the landlord for the benefit of the premises (for example, security services, cleaning)

NIL

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2 Permitted use

2.1 Description of permitted use - ART GALLLERY/ STUDIO

2.2 Is the permitted use described in item 2.1 exclusive to the tenant? ☒ YES ☐ NO

3 Number of car parking spaces

3.1	Approximate total spaces	1 X CAR SPACE
3.2	Available spaces for customers of the building/centre	AT LESSEE DISCRETION
3.3	Reserved spaces for use of the tenant only	AT LESSEE DISCRETION

4 Head lease

4.1 Is the premises under a head lease or Crown lease? ☐ YES ☒ NO

4.2 Has the landlord provided a copy of the head lease or Crown lease to the tenant?

☐ YES – attached ☐ NO ☒ NOT APPLICABLE

4.3 Current term under the head lease or Crown lease and option/s to renew ☒ NOT APPLICABLE

4.4 Is the head landlord's consent to the lease required? ☐ YES ☒ NO

PART 2 TERM OF LEASE AND OPTION/S TO RENEW LEASE

5 Term of lease

5.1 Date lease commences **27TH JUNE 2023**

(see also date of handover at item 7) ☒ Actual ☐ Proposed

5.2 Length of term ONE (1) YEAR

5.3 Date lease expires **26TH JUNE 2024**

(based on the date indicated at item 5.1 as the date the lease commences)

6 Option/s to renew lease

6.1 Option/s details

(note: an option to renew a lease must be exercised in writing and given to the landlord on or before the last day stated in the option clause of the lease)

☐ NO OPTION TO RENEW ☒ OPTION/S AS FOLLOWS

TERM	PERIOD	EXERCISE BY
ONE (1) YEAR	27/06/2024 – 26/06/2025	26/03/2024
ONE (1) YEAR	27/06/2025 – 26/06/2026	26/03/2025
ONE (1) YEAR	27/06/2026 – 26/06/2027	26/03/2026

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PART 3 WORKS, FIT OUT AND REFURBISHMENT

7 Date of handover

7.1 Date of handover **27TH JUNE 2023**

(if different to the date the lease commences indicated at item 5.1)

8 Landlord's works

8.1 Description of works to be carried out by the landlord before the date the lease commences

NIL

8.2 Estimate of expected contribution by the tenant towards the cost of the landlord's works

NIL

9 Tenant's fit out works

9.1 Fit out works to be carried out by the tenant: Nil unless approved by the Landlord

9.2 Is the landlord providing any contribution towards the cost of the tenant's fit out?

☐ YES ☒ NO

If Yes,

9.3 Does the landlord have requirements as to the quality and standard of shop front and fit out?

☒ YES ☐ NO

ANY ALTERATIONS MUST BE APPROVED BY THE LESSOR PRIOR TO COMMENCEMENT OF WORKS.

ALL WORKS MUST BE COMPLETED IN A PROFESSIONAL AND WORKMANLIKE MANNER AND BY TRADESMEN LICENCED TO CONDUCT SUCH WORKS.

PART 4 RENT

10 Annual base rent

10.1	Starting annual base rent	**$17,500.00**	☒ **Including GST** ☐ **Excluding GST**
10.2	Rent free period		NA
10.3	Date of rent commencement		**27TH JUNE 2023**

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10.4 How rent payments are to be made?

MONTHLY IN ADVANCE TO THE LESSORS AGENT BY DIRECT DEPOSIT INTO THE NOMINATED ACCOUNT

11 Rent adjustment (rent review)

11.1 Rent adjustment date(s) and adjustment method

Market - 27/06/2024, 27/06/2025, 27/06/2026

12 Rent based on turnover

12.1 Is a rent based on turnover payable by the tenant?

☐ YES ☒ NO

12.2 If a rent based on turnover is not required to be paid, does the landlord require the tenant to provide details of turnover?

☐ YES ☒ NO

If Yes,

PART 5 OUTGOINGS

13 Contribution by tenant towards landlord's outgoings

13.1 Is the tenant required to pay or contribute towards the landlords outgoings?

☒ YES ☐ NO

13.2 Describe any period during which the tenant is not required to pay outgoings: NOT APPLICABLE

13.3 Date on which payment of outgoings is to commence **27TH JUNE 2023**

13.4 Formulae for apportioning outgoings ALL OUTGOINGS EXCLUDED EXCEPT WATER RATES

14 Outgoings estimates (annual) for the 12 month period

01/07/22 – 01/07/23 *(To represent current Financial Year)*

[*State which of the following are payable by the tenant. The landlord may be prevented by the* ***Retail Leases Act 2003*** *from claiming certain costs.*]

	Estimate (including GST) per annum for the building/centre
14.1 Administration	
Administration costs (excluding	$

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	management fees and wages	
14.2	Air conditioning/temperature control	-
	air conditioning maintenance	$TENANTS RESPONSIBILITY
	air conditioning operating costs	$TENANTS RESPONSIBILITY
14.3	Building/centre management	
	Body corporate/strata levies	$
	Building intelligence services	$
	Customer traffic flow services	$
	Energy management services	$
	Gardening and landscaping	$TENANTS RESPONSIBILITY
	Insurance **Insurance premiums may differ depending on usage of the property**	$
	Pest control	$TENANT RESPONSIBILITY
	Ventilation	$
14.4	Building/centre security	
	Caretaking	$
	Emergency systems	$
	Fire Service & AESMR	$
	Fire protection	$
	Annual Audit (if required)	$
14.5	Cleaning	
	Cleaning consumables	$
	Cleaning costs (excluding consumables)	$
14.6	Communications	
	Post boxes	$
	Public telephones	$
14.7	Customer facilities	
	Car parking	$
	Child minding	$
	Escalators	$

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	Lifts	$
	Uniforms	$

14.8 Customer information services

	Information directories	$
	Public address/music	$
	Signage	$

14.9 Government rates and charges

	Local government rates and charges	$
	Water, sewerage and drainage rates and charges	$700.00

(Note: under section 50 of the **Retail Leases Act 2003**, the landlord may not claim land tax as an outgoing)

14.10 Repairs

	Repairs and maintenance	$
	Sinking fund for repairs and maintenance	$

(Note: under section 41 of the **Retail Leases Act 2003**, the landlord may not claim the capital costs of the building/centre in which the premises are located)

14.11 Utility services

	Electricity	$ TENANTS OWN ACCOUNT
	Gas	$ TENANTS OWN ACCOUNT
	Oil	$ TENANTS OWN ACCOUNT
	Water	AS CONSUMED BY THE TENANT WHICH WILL APPEAR ON THE QUARTERLY RATES NOTICE

14.12 Waste management

	Sewerage disposal	BASED ON WATER CONSUMED BY THE TENANT WHICH WILL APPEAR ONTHE QUARTERLY RATES NOTICE
	Waste collection and disposal	$ TENANT CONTRACTOR

14.13 List any other outgoings NIL

14.14 Total estimated outgoings for the building/centre - **$700.00 Excl GST**

14.15 Formula for determining tenant's share of the total outgoings for the building/centre 100%

14.16 Estimated tenant contribution to outgoings - **$700.00 Excl GST**

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PART 6 OTHER COSTS

15 Advertising and promotional costs

15.1 Is the tenant required to contribute towards advertising and promotional costs (including marketing fund contributions) for the building/centre?

☐ YES ☒ NO

15.2 Tenant's contribution to advertising and promotional costs per annum

☒ NOT APPLICABLE

☐ Yes—contribution per annum is $ Actual/Estimate

☐ Yes—contribution per annum is % of the rent

☐ $ (excluding GST) payable from time to time

If Yes -

[*insert details of tenant's contribution per annum and how this is determined*]

16 Other monetary obligations and charges

16.1 Outline any costs arising under the lease including up-front costs or other costs not part of the outgoings and not referred to elsewhere in this disclosure statement NIL

PART 7 ALTERATION WORKS (INCLUDING RENOVATIONS, EXTENSIONS, REDEVELOPMENT, DEMOLITION)

17 Alteration works

17.1 Are there any alteration works, planned or known to the landlord at this point in time, to the premises or building/centre, including surrounding roads, during the term or any further term or terms?

☐ YES ☒ NOT TO THE LANDLORDS KNOWLEDGE

If Yes, detail:

18 Clauses in lease dealing with relocation and demolition works

18.1 Clause(s) in lease providing for relocation of tenant

☐ Clause(s) of the lease are:

☒ NOT APPLICABLE

18.2 Clause(s) in lease providing for demolition of the premises or building/centre\

☐ Clause(s) of the lease

☒ NOT APPLICABLE

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PART 8 TRADING HOURS

19 Core trading hours relevant to the tenant

Monday	AT LESSEE'S DISCRETION IN ACCORDANCE WITH COUNCIL
Tuesday	AT LESSEE'S DISCRETION IN ACCORDANCE WITH COUNCIL
Wednesday	AT LESSEE'S DISCRETION IN ACCORDANCE WITH COUNCIL
Thursday	AT LESSEE'S DISCRETION IN ACCORDANCE WITH COUNCIL
Friday	AT LESSEE'S DISCRETION IN ACCORDANCE WITH COUNCIL
Saturday	AT LESSEE'S DISCRETION IN ACCORDANCE WITH COUNCIL
Sunday	AT LESSEE'S DISCRETION IN ACCORDANCE WITH COUNCIL
Public holidays	AT LESSEE'S DISCRETION IN ACCORDANCE WITH COUNCIL
Other:	

20 Tenant access to premises outside core trading hours

20.1 Is the tenant permitted to access the premises and building/centre outside core trading hours?

☒ YES ☐ NO

~~PART 9 RETAIL SHOPPING CENTRE DETAILS~~

~~[*note: this Part must only be completed if the premises are in a retail shopping centre as defined in section 3 of the **Retail Leases Act 2003***]~~

~~21 Retail shopping centre details~~

~~21.1 Total number of shops shops~~

~~21.2 Gross lettable area of the centre m^2 APPROX~~

~~22 Annual turnover of the shopping centre~~

~~22.1 Annual estimated turnover~~

~~22.2 Annual estimated turnover by specialty shops per m^2 ☐~~

~~Food $ per m^2 Including GST/Excluding GST~~
~~Non food $ per m^2 Including GST/Excluding GST~~
~~Services $ per m^2 Including GST/Excluding GST~~

~~23 Major/anchor tenants~~

~~23.1 Major/anchor tenants and lease expiry dates~~

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~~24 Floor plan and tenancy mix~~

~~24.1 Floor plan showing tenancy mix, common areas, common area trading, kiosks and major tenants~~

~~☐ YES – ATTACHED ☐ NOT ATTACHED~~

~~24.2 Does the landlord assure the tenant that the current tenant mix will not be altered by the introduction of a competitor?~~

~~☐ YES ☐ NO~~

~~25 Customer traffic flow information~~

~~25.1 Does the landlord collect customer traffic flow information?~~

~~☐ NO ☐ YES—attached as per item~~

~~26 Casual mall licensing for common areas~~

~~26.1 Do you adhere to the Shopping Centre Council of Australia's Casual Mall Licensing Code of Practice?~~

~~☐ YES - casual mall licensing policy attached~~

~~☐ NO~~

PART 10 OTHER DISCLOSURES

27 Other disclosures

27.1 Are there any current legal proceedings in relation to the lawful use of the premises or building/centre?

☐ Yes [*provide details*] ☒ NO

28 Representations by landlord

28.1 Any other representations by the landlord or the landlord's agent [*landlord to insert details of any other oral or written representations made by the landlord or the landlord's agent*]

NIL

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PART 11 LANDLORD ACKNOWLEDGEMENTS AND SIGNATURE

29 Acknowledgements by landlord

By signing this disclosure statement, the landlord confirms and acknowledges that:

- this disclosure statement contains all representations in relation to the proposed lease by the landlord and the landlord's agents as at the date of this disclosure statement;
- this disclosure statement reflects all agreements that have been made by the parties;
- the landlord has not knowingly withheld information which is likely to have an impact on the tenant's proposed business.

Warnings to landlord when completing this disclosure statement:

- The tenant may have remedies including termination of lease if the information in this statement is misleading, false or materially incomplete.

30 Landlord's signature

30.1 Name of landlord **LIANA WENAWATY UNGUL**

30.2 Signed by the landlord or the landlord's agent for and on behalf of the landlord

x.....

Print Name: .....

30.3 Name of the landlord's authorised representative or landlord's agent

TSIMOS COMMERCIAL REAL ESTATE

30.4 Date 27/6/2023

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PART 12 TENANT ACKNOWLEDGEMENTS AND SIGNATURE

31 Acknowledgements by the tenant

By signing this disclosure statement, the tenant confirms and acknowledges that the tenant received this disclosure statement Before entering into a lease, tenants should consider these key questions:

- Does the planning authority allow your proposed use for the premises under planning law?
- Is the security of your occupancy affected by:
- mortgages, charges or encumbrances granted by the landlord?
- rights and obligations under a head lease?
- Does the premises comply with building and safety regulations? Is the premises affected by outstanding notices by any authority?
- Could your trading be affected by disturbances or changes to the building/centre?
- Does the landlord require you to refurbish the premises regularly or at the end of the lease?
- Can the landlord end the lease early even if you comply with the lease?
- Are all the existing structures, fixtures and plant and equipment in good working order?
- Are you required to make good the premises at the end of the lease?
- Is the tenancy mix of the shopping centre (if applicable) likely to change during the term of the lease? (see item 24.2)

32 Tenant's signature

It is important that a tenant seek independent legal and financial advice before entering into a lease.

32.1 Name of tenant: **SABINA KLEIN T/A SABI KLEIN ART**

32.2 Signed by the tenant or for and on behalf of the tenant

DocuSigned by:
Matt Brown
X.....060924779E7B4F3.....

32.3 Name of the tenant's authorised representative

Print:

32.4 Date 26/6/2023 ...../...../.....

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PART 13 ATTACHMENTS

33 List of attachments

	Attached?
33.1 Plan of premises (see item 1.2)	☐ YES ☒ NOT APPLICABLE
33.2 Head lease or Crown lease (see item 4.2)	☐ YES ☒ NOT APPLICABLE

33.3 Additional attachments

[*list of any additional attachments*]

34 List of attachments—retail shopping centre

[*this item must be completed only if the premises are in a retail shopping centre as defined in section 3 of the* ***Retail Leases Act 2003***]

34.1 Floor plan (see item 24.1)	☐ YES ☒ NOT APPLICABLE
34.2 Customer traffic flow statistics (see item 25.1)	☐ YES ☒ NOT APPLICABLE
34.3 Casual mall licensing policy (see item 26.1)	☐ YES ☒ NOT APPLICABLE

34.4 Additional attachments relating to the retail shopping centre ☐ YES ☒ NOT APPLICABLE

[*list of any additional attachments*]

END NOTES