

Christopher

Alsford, Marty
Thursday, 3 February 2011 12:13 PM
Ellis, Greg
ALDI at chisholm

Subject:

Greg,

I received a phone call today from David Maxwell about Coles' position on the proposed direct sale of land to ALDI in the Chisholm Group Centre. As you are aware David acts for Coles in matters relating to the Supermarket competition Policy and other supermarket issues.

David advised that Coles had visited the Chisholm centre recently and looked at the proposed site (Block 7 Section 598) for ALDI. Having viewed the site Coles support the proposed sale.

Senior staff from Coles are travelling to Canberra tomorrow to meet with Jim Shonk, from the Tuggeranong Vikings. The Vikings own the Chisholm centre and are therefore Coles' landlord. Vikings do not support the proposed sale to ALDI and have expressed their opposition in writing to LAPS and through the media.

The aim of the meeting is to make Vikings aware of the views of Coles (Vikings' anchor tenant in the centre). David and the Coles staff propose to call in here at about 3 tomorrow, on the way back to Sydney, to let us know the outcomes of the meeting and to give us a clear picture of their level of support. In effect they will be letting us know what they are happy for us to say about their views in public fora. This will be helpful in response to community concerns on the proposed sale. I understand that John Arthur is keen for Coles view to be provided to the Chronicle journalist that attended Monday evening's meeting with the Tuggers Community Council.

David is confident that Vikings will accept Coles view and amend their position on the proposed sale.

Marty Alsford
Senior Manager
Strategic Project Facilitation
Department of Land and Property Services
Ph 02 6205 9889
Fax 02 6205 4835

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000527



Department of
Land & Property
Services
'Committed to Canberra'

Ross McKay
Director
Project Facilitation

Dear Ross

**RE: Referral of Direct Sale Eligibility Applications for Supermarket Proposals
(Hackett)**

In response to your letter of 13 April, I would like to inform you that the Supermarket Competition Coordination Committee (SCCC) met on 5 May 2011.

It considered the direct sale application and reviewed the proposal against the supermarket competition factors.

I would like to advise you that the SCCC found the proposed sale does not adversely impact on supermarket competition in the Hackett catchment.

Accordingly the SCCC supports the direct sale.

Yours sincerely

George Tomlins
Chair

Supermarket Competition Coordination Committee

20 May 2011



Department of
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000526

Ross McKay
Director
Project Facilitation

Dear Ross

**RE: Referral of Direct Sale Eligibility Applications for Supermarket Proposals
(Erindale)**

I would like to inform you that the Supermarket Competition Coordination Committee (SCCC) met on 5 May 2011.

It considered the direct sale application and reviewed the proposal against the supermarket competition factors.

While a supermarket of the size proposed in this location is consistent with the supermarket competition policy, the SCCC does not support a direct sale in this case.

Yours sincerely

George Tomlins
Chair

Supermarket Competition Coordination Committee

20 May 2011



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Department of
Land & Property
Services
'Committed to Canberra'

000525

Ross McKay
Director
Project Facilitation

Dear Ross

**RE: Referral of Direct Sale Eligibility Applications for Supermarket Proposals
(Weston Creek)**

I would like to inform you that the Supermarket Competition Coordination Committee (SCCC) met on 5 May 2011.

It considered the direct sale application and reviewed the proposal against the supermarket competition factors.

While a supermarket of the size proposed in this location is consistent with the supermarket competition policy, the SCCC does not support a direct sale in this case.

Yours sincerely

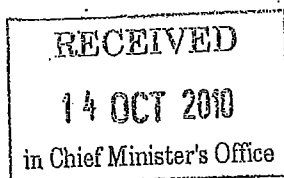
George Tomlins
Chair

Supermarket Competition Coordination Committee

20 May 2011

BRIEF

000518



Department of
Land & Property
Services
'Committed to Canberra'

File GE 218

20/10

Ref:

C2687/10

Date 8 October 2010

To Acting Minister for Land and Property Services

- Acting Chief Executive *[Signature]* 8/10/10
- Chief Operating Officer *[Signature]* 12/10

From Acting Director, Land and Property Policy

Subject Supermarket Competition Policy

Purpose

To update you on issues in relation to the Government's supermarket competition policy and the recent approval of a supermarket complex at the Giralang Local Centre.

Background

On 6 May 2010 the Government announced a package of supermarket site releases in group centre redevelopments at Dickson and Kingston and new developments at Casey and Amaroo in Gungahlin. They are:

- Dickson – any full line operator (approx 3,500m²) except the incumbent Woolworths
- Kingston – Supabarn (3,400m²)
- Casey – Supabarn (approx 3,800m²) and ALDI (approx 1,450m²)
- Amaroo – any independent operator, approximately 3,500m².

All developers will be able to bid for the recently announced sites which are being released for mixed use developments. Independent supermarket operators including IGA and interested interstate operators will have the opportunity to establish supermarkets in the Amaroo and Dickson Group Centres.

In Casey and Kingston the sites for supermarkets have been identified as being for Supabarn and ALDI, and therefore, all other supermarket operators, including IGA, will not be eligible at those centres.

Issues

Timeframe

It is anticipated that the Casey sites will be released as part of the englobo release of the Casey Group Centre in late 2010. The Amaroo site is expected to be released in the first half of 2011. The Dickson and Kingston Planning Studies were released for public consultation on 27 August 2010. The consultation period concluded on 24 September 2010. It is necessary to wait on Government consideration and agreement to the studies before commencing the land release processes. The establishment of additional supermarkets in Dickson and Kingston is consistent with both studies. Pending Government agreement to the studies, it is anticipated that the Dickson site will be released in mid 2011.

The Kingston site will require a variation to the *Territory Plan* (TPV). Options for the TPV are being explored.

Giralang

On 5 October 2010 the ACT Planning and Land Authority (ACTPLA) announced planning approval for a supermarket complex on the site of the old Giralang Local Centre. The developer of the site, Nikias Nominees, has previously advised that their intended supermarket operator at Giralang is Woolworths. Woolworths has adopted a strategy of seeking to enter into commercial arrangements with developers and owners of sites in existing local and group centres. Through such expansion Woolworths would appear to be attempting to buttress its market share against Government efforts to diversify Canberra's supermarket retailing.

Neither the Martin Review nor the Government's Supermarket Implementation Plan released in January 2010 sought to place any cap on the size of supermarkets in local centres, given that the focus was on larger full-line supermarkets. However, it was generally assumed – and noted in the Implementation Submission to Cabinet in December 2009 – that, but for exceptional circumstances, local centre supermarkets would remain below 1,500m² (gross floor area (GFA)). GFA is defined in the *Territory Plan* as:

the sum of the area of all floors of the building measured from the external faces of the external walls, or from the centre lines of walls separating the building from any other building, excluding any area used solely for rooftop fixed mechanical plant and/or basement car parking.

Notwithstanding the policy, the inter-agency Supermarket Competition Coordination Committee (SCCC) considered the proposed development at its meeting of 13 May 2010. The SCCC concluded that a supermarket of the size proposed (about 2,700m² GFA) would not raise significant competition issues. In taking the decision the SCCC took account of advice from the late Mr John Martin, who was engaged to provide advice to the SCCC on supermarket competition factors. Mr Martin expressed a different view from his previous position and now advised that the application was pro-competitive as it would add competitive tension in the catchment. In making this decision, the SCCC was careful to insist that this decision was made in light of the particular circumstances of the Giralang catchment area and that other such applications would need to be considered on their merit. Nonetheless, the decision is likely to be seen as setting a precedent.

The approved complex at Giralang is 5,500m² including a supermarket with retail GFA of about 1,670 plus 1,005 m² of underground loading dock and storage area. The underground facilities are not included in the ACTPLA interpretation of the supermarket GFA as they are deemed to be common facilities available for use by other tenants of the complex. The approach to the design of the centre using shared storage area and loading dock is novel and ACTPLA's view of underground storage areas and loading docks as not being part of the supermarket operations, although supported by advice from the Government Solicitor's Office, is likely to be subject to challenge in the ACT Civil and Administrative Tribunal (ACAT).

Likely outcomes of the planning approval include:

- IGA have indicated that the operators will consider whether to continue to operate their stores in nearby suburbs including McKellar and Kaleen,

- Supabarn have indicated that they will consider whether to continue operating their Kaleen store, and
- The return to the Government for the sale of the Crace Local Centre is likely to be reduced.

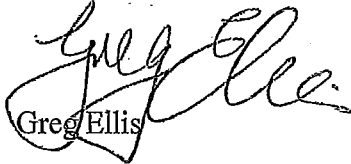
The affected supermarket operators are likely to appeal the decision to ACAT, based in part, on application of the definition of GFA in the Territory Plan.

Media

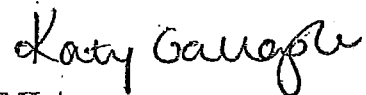
IGA and Supabarn are likely to seek media support for the opposition to the development.

Recommendation

That you note the information contained in this brief.


Greg Ellis

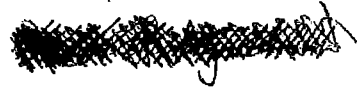
Contact Officer: Marty Alsford
Phone: X59889


Katy Gallagher MLA / /
NOTED/PLEASE DISCUSS

14.10.10

ANNEXURE A3
LEASES PLAN AND LIST
CASEY 4 ESTATE
SHEET 1 OF 5

000092



Deed of Agreement

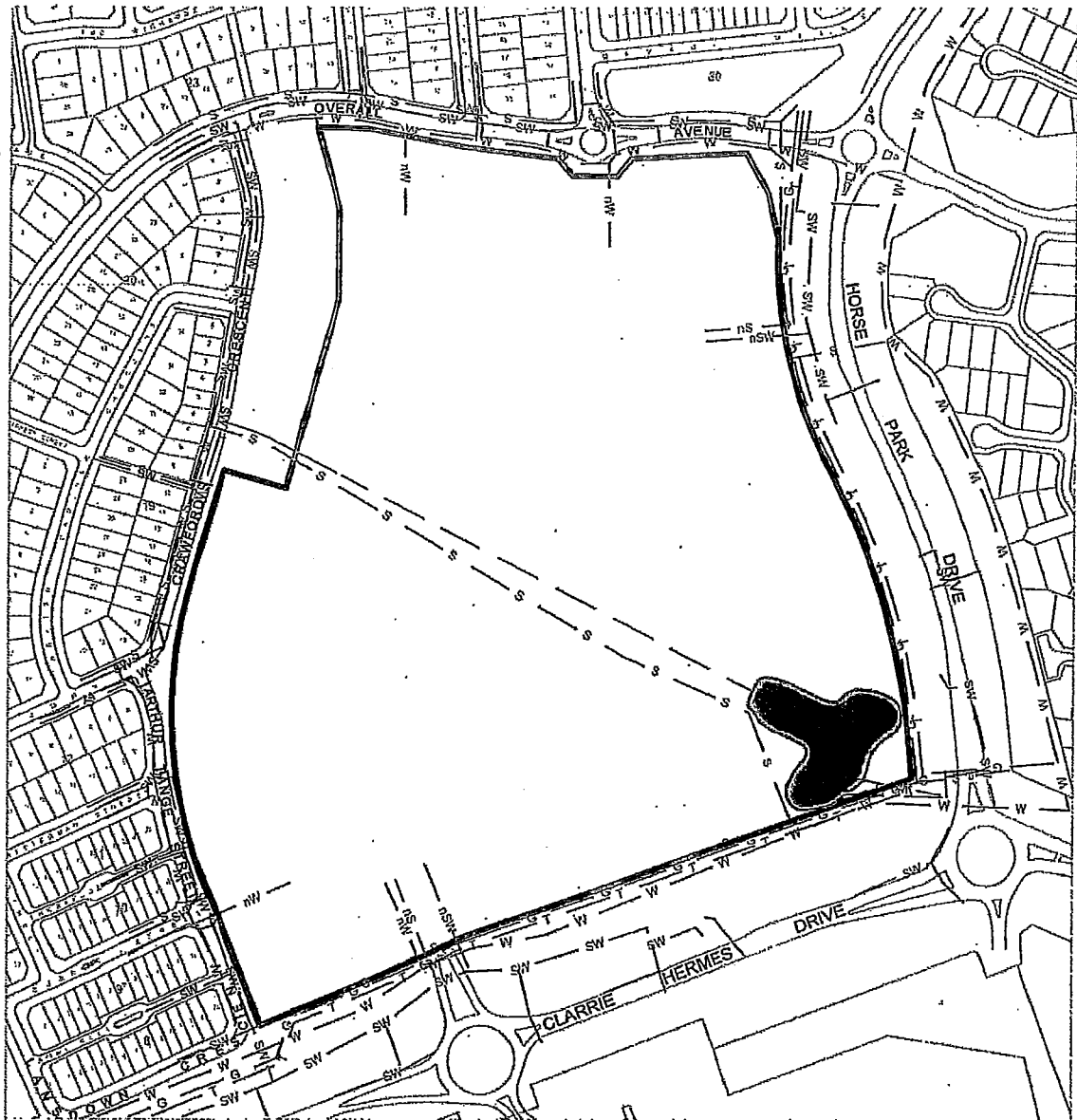
ANNEXURE A3

LEASES PLAN AND LIST

00009L

ANNEXURE A2
SPECIAL PROJECT CONDITIONS
CASEY 4 ESTATE
SHEET 35 OF 35

Engineering Services Plan



LEGEND

HOLDING LEASE BOUNDARY	
EXISTING SEWER	NOTIONAL SEWER
EXISTING STORMWATER	NOTIONAL STORMWATER
EXISTING DRAINAGE SWALE	NOTIONAL WATER MAIN
EXISTING WATER MAIN	
EXISTING GAS	
EXISTING TELSTRA	
EXISTING WATER QUALITY CONTROL POND	

CASEY 4 ESTATE

NOT TO SCALE

A3.1 LIST OF LEASES

000090

SECTION	BLOCKS	DWELLING
To be completed by Developer	To be completed by Developer	To be completed by Developer

Total Dwellings including multiunit sites:

To be a minimum of 250 dwellings and a maximum of 500 dwellings.

Commercial

Proposed Commercial CZ1 Core Zone developments and Commercial CZ5 Mixed Use Zone developments shall be in accordance with the controls of the Territory Plan and the approved Estate Development Plan. The buildings are not to exceed the height limitations established by the Territory Plan for this site.

CASEY GROUP CENTRE LAND-USE MIX

Land Use	Developer Gross Floor Area - GFA	Sites to be handed back to Territory – Minimum Site area
Commercial Core (CZ1)	12,000 m ² maximum GFA 9,000m ² minimum GFA	
Site A		1.3 hectares
Commercial and Community uses block		1.2 hectares
Club block		1.9 hectares

Blocks to be handed back to the Territory fully serviced in accordance with clauses **A2.1.3** and **A2.5.3** of Annexure A2.

Consequent leases granted will oblige the Developer, among other permitted uses, to use the Commercial CZ1 Core Zone and the Commercial CZ5 Mixed Use Zone for 3 and only 3 supermarket sites including Site A which is a potential supermarket site and is to be handed back to the Territory. There will be a single consequent lease for Supermarket Sites B and C and each of the leases will include the following provisions as applicable:

- (a) 1 of each of the other 2 supermarkets on Supermarket Sites B and C must be used, respectively, by ALDI Foods Pty Limited ACN 086 210 139 (ALDI) and DTM Investments (ACT) Pty Ltd ACN 098 540 802 (Supabarn) for the purpose of a supermarket in accordance with the respective Agreement for Lease and subsequent sublease entered into respectively by the Developer and ALDI and the Developer and Supabarn;
- (b) the Developer and any assignee, transferee or other successor of the Developer, for a period of 10 years commencing respectively at the time of occupation of the supermarket premises by ALDI and Supabarn may, only permit a person other than ALDI or Supabarn to occupy or use the supermarket premises with the consent in writing of the Australian Capital Territory (represented for these purposes by the Department of Land and Property Services or any successor agency), which the Territory may give upon any condition or withhold in its absolute discretion;
- (c) if the sublease between ALDI and Supabarn as the case may be is terminated for any reason or ALDI or Supabarn vacates the supermarket premises at any time within the 10 year period the Developer must engage a supermarket operator, only with the consent in writing of the Territory (represented for these purposes by the Department of Land and Property Services or any successor agency), which the Territory may give upon any condition or withhold in its absolute discretion, to operate a supermarket substantially upon the terms and conditions of the Agreement for Lease and associated sublease that has been terminated or would have applied to the supermarket premises had ALDI or Supabarn not vacated the supermarket premises; and
- (d) the Developer must commence construction of an approved development incorporating Supermarket Sites B and C within 12 months and complete the construction of the approved development within 24 months of the commencement date set out in the consequent lease.

Notes:

1. The following abbreviations shall be used when completing the list of Leases.

SR1	Single Residential	0	-	250 square metres
SR2	Single Residential	251	-	350 square metres
SR3	Single Residential	351	-	450 square metres
SR4	Single Residential	451	-	650 square metres
SR5	Single Residential	650	+	square metres
MU	Multi Unit (number of dwellings)			

A table summarising the blocks by type and quantity is to be included on the EDP submission detailed in Annexure A2.1.2.

2. Block and Section numbers refer to relevant areas depicted and identified on the leases plan.

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ANNEXURE A3
LEASES PLAN AND LIST
CASEY 4 ESTATE
SHEET 5 OF 5

Lease Plan and List



LEGEND

HOLDING LEASE BOUNDARY

URBAN OPEN SPACE

MIXED USE (CZ5)

MEDIUM DENSITY RESIDENTIAL (RZ4)

CZ1 AREA FOR MAIN RETAIL/COMMERCIAL ACTIVITIES INCLUDING SUPERMARKETS A, B & C

CORE ZONE (CZ1)

SITE A (INDICATIVE LOCATION)

SUPERMARKET B (INDICATIVE LOCATION)

SUPERMARKET C (INDICATIVE LOCATION)

CLUB SITE

CASEY 4 ESTATE

NOT TO SCALE



ACT

Government

Economic Development

000086

Supermarket Competition Coordination Committee Meeting

Friday 22 July 2011

3.30-4.30pm

Room 4

Ground floor, Telstra building

MINUTES

Chair: George Tomlins (EDD)

Attendees: Kim Salisbury (TDD)
Garrick Calnan (ESDD)

Malcolm Grey (ICRC)
Greg Ellis (EDD)

Observers: David Wright (EDD)

Mike Quirk (ESDD)

Secretariat: Pierre Huetter (EDD)

1. Minutes of the SCCC meeting of 5 May 2011

Adopted with one minor amendment.

2. Updates on possible future sites

a. Coles submission

Coles provided a document to EDD on Coles plans for growth in South Canberra. SCCC notes that the document should be treated as commercial in confidence. The sites included in the proposal include

The committee discussed several aspects of the new stores proposed by Coles.

EDD (David Wright) suggested the SCCC reassess its position on a direct sale of land at Erindale to Coles. Since that position was adopted at the last meeting, more information had come to light suggesting there may now be public interest grounds for a direct sale.

b. Update on other possible supermarket sites

EDD provided the committee updates on the following sites:

Dickson – Cabinet is considering the alternative proposal for a jointly located Coles and Aldi put by Coles.

000085

Casey – Sale has settled. The build timeframe is not yet clear.

Kingston - The Government agreed to the proposed master plan in May 2011. A territory plan variation will be prepared to implement various aspects of the approved master plan.

Amaroo – EDP for the site is being prepared. EDD and LDA will sit down to discuss the sale terms in the next month.

3. Supermarket review

EDD reported that a draft policy is being prepared. The circulated preliminary draft was discussed.

EDD also flagged the first progress report to the government. EDD committed to circulate the draft once prepared.

4. Supabarn sponsored competition analysis

The committee acknowledged the work done by Dr Rhonda Smith for Supabarn.

5. Other business

a. Discussion of the preliminary draft of local centres policy

The committee discussed various aspects of the preliminary draft local centres policy. Members were invited to provide written comment to the secretariat. Treasury noted that they saw many of the recommendations as being planning issues and more properly located in ESDD's remit rather than the SCCC.

**SUPERMARKET COMPETITION COORDINATION COMMITTEE (SCCC)
MINUTES**

**5 May 2011 2.00pm
Ground Floor
Telstra House, 490 Northbourne Ave**

Chair: George Tomlins (LAPS)

Attendees: Kim Salisbury (Treasury) Malcolm Grey (ICRC)
 Garriick Calnan (ACTPLA) Greg Ellis (LAPS)

Observers David Wright (LAPS) Mike Quirk (ACTPLA)
 Malcolm Gray (ICRC) Ross McKay (LAPS)

Secretariat: Pierre Huetter (LAPS)

1. Minutes of the SCCC meeting of 23 February 2011

The Committee agreed to the minutes of 21 March 2011 with one amendment. Page 2, paragraph 1: remove all words after 'advice'.

2. Supermarket review

The committee discussed at length the circulated draft Leyshon paper on supermarket competition in local centres. Specific issues discussed include the mechanism that would implement the options proposed in the paper, the difficulty of defining local centre catchments for the purposes of the policy, alternatives to Leyshon's preferred proximity test, and the PWC's advice on the Leyshon paper.

In light of the draft nature of the Leyshon paper, the PWC advice and the lack of a final policy position to discuss, the committee accepted that the local centres competition policy should be revised in light of SCCC comments and finalised at the next SCCC meeting.

The committee agreed that the Leyshon paper should remove references to Bonner, Crace and Giralang and any arbitrary figures on GFA should be avoided. The committee also agreed that the SCCC should consult with supermarkets before the final draft policy is submitted to cabinet for approval.

3. ACCC letter

The committee was provided with a copy of the letter from the ACCC seeking information on the supermarket site in Dunlop. LAPS and ACTPLA will coordinate their responses.

4. Direct sales

Hackett

The committee agreed that the government should allow the direct sale of the site to the owners of the IGA.

Coles – Weston Creek

The committee agreed that a direct sale of a site to Coles was not warranted. The committee agreed a site, capable of accommodating a full line supermarket, should be put out to the open market.

000083

Erindale

The committee agreed that a direct sale of a site was not warranted. The committee agreed ACTPLA and LDA should identify a site, capable of accommodating a supermarket, and determine an appropriate sale timeframe and method.

5. Giralang

The committee noted that a new DA was lodged on 8 April 2011. The committee had a preliminary discussion based on the site plans. The committee agreed to await a formal referral from ACTPLA before further consideration.

6. Update on Casey, Dickson, Kingston and Amaroo

Dickson

LAPS anticipates being able to provide in principle agreement to a direct sale in May 2011 (after cabinet consideration on 24 May). Aldi is likely to commence construction in August 2011.

Kingston

ACTPLA has finalised the cabinet submission on the Kingston masterplan. It will go to cabinet on 9 May 2011. LAPS anticipates the direct sale will be able to proceed after December 2012 (assuming an 18 month TP variation process).

Amaroo

The revised EDP will be lodged by end June, allowing the EOI process to commence. In principle agreement to the sale will be able to be provided in October 2011. Servicing of the block can commence in late 2011. Construction of the supermarket should commence first quarter 2012.

Casey

The englobo direct sale of the site in Casey (limited to Supabarn and Aldi) has been agreed. LDA has signed sale contracts. The purchaser has provided a deposit. Exchange expected early next week.

7. General business

Garrick Calnan advised that the ACTPLA discussion paper on commercial zones will be released on 6 May 2011.

George Tomlins
Chair

May 2011

**SUPERMARKET COMPETITION COORDINATION COMMITTEE (SCCC)
MINUTES**

**23 February 2011 12:30 pm
Ground Floor
Telstra House, 490 Northbourne Ave**

Chair: George Tomlins (LAPS)

Attendees: Ross James (CMD) Brett Wilesmith (Treasury)
Paul Baxter (ICRC) Garrick Calnan (ACTPLA)
Greg Ellis (LAPS)

Adviser: Peter Leyshon

Observers: Ross McKay (LAPS) David Wright (LAPS)
Mike Quirk (ACTPLA)

Secretariat: Marty Alsford (LAPS)

1. Minutes of the SCCC meeting of 25 November 2010

The Committee agreed to the minutes of the previous meeting of 25 November 2010.

2. Change to membership

The Chair advised that the LDA members had withdrawn from the Committee over perceived conflicts of interest over their role as the Government's agency for releasing land, and in particular, over the release of the Crace Local Centre. It was agreed that LDA will be invited to provide a member for future meetings where an agenda item warrants their attendance.

3. Change to Terms of Reference

It was agreed, taking into consideration correspondence from the Chief Minister, to amend the Committee's Terms of Reference by deleting reference to the minimum size of supermarkets under Point 4 to read: "advise the Department of Land and Property Services on land release strategies for supermarket sites and supermarket redevelopment proposals. Provide that advice on a site by site basis."

Actions Arising: The Secretariat is to amend the Terms of Reference

4. Dickson update

The Chair advised that the release of the supermarket at Dickson is dependent upon resolution of urban design and car parking issues and that the Government Architect had been consulted over the plans. The Chair also advised that LAPS was seeking to identify a site for ALDI in Dickson.

5. Giralang update

The Chair updated the Committee on the dates for the ACT Civil and Administrative appeal on ACTPLA's approval of a supermarket in the Giralang Local Centre.

6. Supermarket development in Dunlop

The Chair updated the Committee on the potential impact on the supermarket policy of the recent approval to increase the maximum size of the supermarket in the Dunlop Local Centre.

7. Letter from Supabarn

The Committee discussed a letter from Supabarn to the Chief Minister about the approval-in-principle of direct sales to ALDI of sites in the Kaleen and Wanniasa local centres. It was agreed that the matter was one for ALDI and Supabarn to jointly resolve.

8. Direct sales update –Hackett, Chisholm, Kaleen, Wanniasa and Holt

Ross McKay briefed the Committee on the progress of the direct sales.

9. Adviser's report

Peter Leyshon spoke to his draft review of local centres in Gungahlin and Molonglo. He recommended that before a supermarket of in excess of 1,000 m² is approved in a local centre it must demonstrate that it will not: require a market share of more than 50% of the available spending in the suburb; capture more than 20% of its sales from any adjoining suburb and; prejudice the viability of the nearest proposed or existing group centre.

It was agreed that members would provide comments on the draft paper to Mr Leyshon. The Committee is to consider a final version of the paper at its next meeting with the aim of providing consolidated advice to government about any control measures on the size of supermarkets in local centres.

Actions Arising: Members are to provide comments on the draft paper through the Secretariat

10. Floor space dominance test

David Wright spoke to his paper on a supermarket competition assessment of the Crace Local Centre. He suggested a proximity test be adopted. Under such a test, the same supermarket operator should not trade in a local centre and its adjoining group centre. He recommended that the Crace Local Centre should consist of a 700-800 m² supermarket plus speciality stores with the market to determine if the supermarket could expand to a maximum of 1,000 m² at a later stage. A proximity test could be applied singly or in combination with other metrics such as floor space dominance, market share etc.

Mr Wright also spoke on his analysis of the NSW discussion paper on draft guidelines for assessing community benefit including a floor space dominance test.

The Chair advised that the matter for consideration was whether a floor space test or a proximity test was the most appropriate mechanism to determine the mix and size of stores in local centres. It was agreed that the decision points on this issue would be distributed to members before the next meeting.

Actions Arising: The Secretariat is to distribute draft decision points on determining the size and mix of stores in local centres

11. General Business

The Chair advised that he was considering engaging PricewaterhouseCoopers to provide further competition advice on the mix and size of supermarkets in local centres.

George Tomlins
Chair

March 2011

CR
Thanks.

**SUPERMARKET COMPETITION COORDINATION COMMITTEE (SCCC)
MINUTES**

000079

**25 November 2010 9:00 am
Ground Floor
Telstra House, 490 Northbourne Ave**

Chair: George Tomlins (LAPS)

Attendees: Lynne Thomson (CMD) Kim Salisbury (Treasury)
Paul Baxter (ICRC) Glenn Bain (Treasury)
Chris Reynolds (LDA) Matthew Kelly (LDA)
Garrick Calnan (ACTPLA) Greg Ellis (LAPS)

Observer: Ross McKay (LAPS)

Secretariat: Marty Alsford (LAPS)

1. Consideration of a request by the Chief Minister

The Committee considered a request by the Chief Minister to reconsider their earlier support for a supermarket with a retail Gross Floor Area of 1,670m² in Giralang.

The Chair provided a background to the request by outlining the size of planned supermarket developments in the Bonner and Crace local centres. He emphasised that, despite the Committee treating their support for the Giralang supermarket as a one-off, it is now seen by the supermarket industry as establishing a precedent for supermarkets in local centres.

The Committee considered that in order to review its decision it needed to determine further information on issues such as:

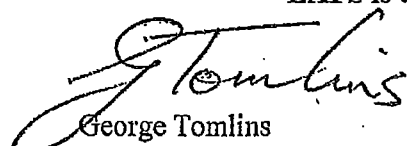
- The future of the hierarchy of centres and the role of local centres.
- Whether the hierarchy of centres impact on competition.
- Whether government should intervene to control growth of supermarkets in local centres.
- The extent to which supermarket retailing should be permitted in parts of centres from which they are currently precluded.

The Committee requested LAPS to engage a consultant or team to replace the late Mr John Martin, with skills including a knowledge and experience in both competition issues and the retail industry, to advise them on these matters and their implications for Giralang.

The Committee agreed that once it has received this advice it will be in a better position to decide whether to reconsider its original Giralang decision.

Actions Arising: The Secretariat is to advise the Chief Minister of the Committee's decision.

LAPS is to engage a consultant/team


George Tomlins
Chair

13 December 2010

**SUPERMARKET COMPETITION COORDINATION COMMITTEE (SCCC)
MINUTES**

**19 October 3:30 pm
Second Floor,
Telstra House, 490 Northbourne Ave**

Chair: George Tomlins (LAPS)

000078

Attendees: Ross James (CMD) Kim Salisbury (Treasury)
Paul Baxter (ICRC) Chris Reynolds (LDA)
Garrick Calnan (ACTPLA)

Apologies: Greg Ellis (LAPS) Ross McKay (LAPS Observer)

Secretariat: Marty Alsford (LAPS)

1. Minutes of the SCCC meeting of 13 May 2010

The minutes of the previous meeting of 13 May 2010 were accepted without amendment.

2. Consideration of an enquiry about a direct sale by the Margin Brothers

The Committee considered an enquiry about a direct sale of land (site unspecified) from the Margin Bros. The enquiry had been forward by the Chair of the Direct Sale Panel for consideration and assessment against the competition factors.

It was agreed that stores of the size outlined in the Margin Bros enquiry were not covered by the Government's supermarket competition policy and that for the enquiry to be supported Margin Bros would have to demonstrate a capacity to operate stores above 1,500 m² so as to provide realistic competition to the larger supermarket operators.

3. Replacement for Mr Martin

The Committee discussed options for a replacement competition adviser. It was agreed that any replacement adviser would need to demonstrate an understanding of the policy adviser role and the Government's supermarket competition policy objectives, as well as not having any previous association with any supermarket entities. Mr Baxter agreed to provide a list of possible advisers to the Committee for out-of-session consideration.

4. Reporting to Government paper

Mr Baxter advised that any report to Government should focus on the long term outcomes for consumers. He proposed that the first report be provided to Government in July 2011. The content of the report would be based on a same day price survey conducted across selected full line supermarkets in the ACT region. As the survey methodology would be different to previous surveys, comparisons to determine the impact of the supermarket competition policy would not initially be possible.

Actions Arising: The Secretariat is to prepare advice to Government on the proposed timing and methodology of the report.

5. Update of release of announced supermarket sites

Mr Tomlins briefed the meeting on the progress of releasing the recently announced supermarket sites. The Committee noted the scheduled release of the Casey, Amaroo and Dickson sites in the current financial year.

000077

6. General business

Mr Tomlins advised that LAPS had discussions with IGA about the possible expansion of 18 current IGA stores in local centres. He asked the Committee members to consider whether the SCCC should provide advice on the potential expansions, given that the stores were below the 1,500 m² threshold detailed in the Committee's Terms of Reference (TOR). The Committee agreed that the threshold should remain in place, the TOR should not be changed and that therefore the Committee would not consider any applications for direct sales to expand IGA stores where the expansion would realise a supermarket of less than 1,500 m².

The Committee noted that LAPS, LDA and ACTPLA had responded to a freedom of information request from Mr Zed Seselja, MLA which sought information on the supermarket competition policy and the recent announcements of releases of sites for supermarkets. The Committee also noted that CMD had received the same request and were developing a response.

George Tomlins
Chair

October 2010

Conf 8075

Scrivener, Sharon

From: Davies, Tanya
Sent: Thursday, 26 May 2011 2:36 PM
To: Scrivener, Sharon
Subject: FW: Invitation to Costco Opening in ACT

000076

Sharon

Should I leave this with you?

Thanks

Tanya

Tam
22/7

From: Kyla White [mailto:kwhite@costco.com.au]
Sent: Thursday, 26 May 2011 12:22 PM
To: Davies, Tanya
Subject: Invitation to Costco Opening in ACT

Dear Tanya,

As you may know, Costco will be opening soon in Canberra. We would like to invite Minister Gallagher to attend our opening celebrations.
It is my intention to mail out a formal invitation shortly. In advance of that, I wanted to touch base with on the details.

We will host a VIP pre-view party on the evening before opening, to which we would like to extend an invitation. The same invitation will also be sent to all ministers. We would also like to ask for Minister Gallagher's active involvement in our opening, in the form of cutting the ribbon at our Grand Opening Ceremony on the morning of opening (22 July, 2011.) I will be enclosing a formal request from Patrick Noone, our country manager with the invitation. Please can you confirm that this approach will be acceptable and let me know if you require any further details.

FRIDAY

look forward to hearing from you.

Kind regards,
Kyla White

Regional Marketing Manager

Costco Wholesale Australia Pty Ltd
Ground Floor, 82 Waterloo Rd,
North Ryde, Australia, 2113
P.O. Box 1970
T: 02 9469 7971

www.costco.com.au

talk back
(School Holidays)

back
LF

000070

Beer, Christopher

From: Ellis, Greg
Sent: Monday, 6 September 2010 10:00 AM
To: McDuff, Ben
Cc: Pirani, Yuka; Alsford, Marty; Tomlins, George
Subject: RE: Lawson supermarket - ? from CM

Ben

At the SCCC meeting with the Chief last week, he was informed by the ACTPLA rep Garrick Calnan that the decision to limit the size of the Lawson supermarket from 1500 to around 700 sqm had been a decision taken by the Minister for Planning. He said that it was the first time he had heard that. He didn't ask for any further clarification. We presumed that he might be going to take up the issue directly with the Minister, Mr Barr.

Although there was no discussion of the issue, we would wish to note that a larger supermarket in Lawson might be difficult to justify given the planned location will not be on the main arterial roads. Hence, there is unlikely to be sufficient traffic to support a larger centre. Were there to be a larger supermarket near the main roads, however, it needs to be recognised that this would have implications for the viability of nearby centres such as Kaleen.

Greg

From: McDuff, Ben
Sent: Monday, 6 September 2010 9:52 AM
To: Ellis, Greg; Alsford, Marty
Cc: Pirani, Yuka
Subject: Lawson supermarket - ? from CM

Greg/Marty

Our DLO just called, apparently the CM asked a question a while ago about – and this is vague I know – the 'size of the supermarket at Lawson'.

Ben is not sure if it was a note scratched on a weekly brief or something else.

Apparently we haven't responded to the question yet. Does it ring any bells, and if so can we prepare something asap? If not, I guess we'll have to find out a bit more and still do something asap.

Thanks

Ben

Ben McDuff

Department of Land and Property Services

 ben.mcduff@act.gov.au  (02) 6205 9920

000069

☒ GPO Box 158, Canberra City, ACT, 2601

Beer, Christopher

From: Finlay, Jennifer
Sent: Thursday, 3 February 2011 5:04 PM
To: Alsford, Marty
Cc: McKay, Ross
Subject: Supabarn warehouse - site options

Marty

Supabarn Supermarket's direct sale application has not specified the size of the site they need to accommodate a warehouse operation. But are looking for a site in Fyshwick or Mitchell.

The following land releases may be suitable for the proposed use:

FYSHWICK

'Section 26' – now section 88 and section 89, a new estate on the corner of Gladstone Road and Newcastle Streets. Road servicing for the estate has commenced.

Six blocks were auctioned in November 2010 from the initial land release in the estate.
 Five blocks, ranging in area from 1,500 to 4,000m² will be auctioned on 22 February 2011.
 Four blocks, ranging in area from 1,500 to 4,000m² will be auctioned in May 2011.

MITCHELL

There is no suitable or available land in Mitchell.

HUME

The Estate Development Plan (EDP) for the Hume West?East (check with Damien) is pending approval. The (section 21) estate is off the Monaro Highway access via Tralee Street.

The initial release is proposed for March 2011. Stage 1 comprises five blocks ranging in area from 7,000 to 12,000m².

Stage 2 release is programmed for 2012 with 5-6 blocks ranging in area from 6000m² to 30,000m².

It should be noted that the block areas and configurations can be changed to accommodate a proposal should the location be suitable.

Comment:

For a warehouse use the preference is for the use to be located in Hume rather than Fyshwick. It is noted that the Supabarn operation at the airport also operates on a retail basis and not completely a wholesale operation. The Fyshwick industrial land is zoned IZ2 (Industrial Mixed Use) which restricts the size of a 'shop' selling food to 200m² GFA. The Hume estate is zoned IZ1 (General Industry) which prohibits a shop selling food.

Regards,

JENNIFER FINLAY | MANAGER PROJECT FACILITATION | LAND & PROPERTY SERVICES | ACT GOVERNMENT | 02 6205 5289
 LEVEL 2 TELSTRA HOUSE | 490 NORTHBOURNE AVENUE DICKSON | GPO BOX 158 CANBERRA ACT 2601

000066

Beer, Christopher

From: Alsford, Marty
Sent: Monday, 13 December 2010 11:42 AM
To: Power, Rod
Subject: FW: Update on supermarket issues
Importance: High

Marty Alsford
Senior Manager
Strategic Project Facilitation
Department of Land and Property Services
Ph 02 6205 9889
Fax 02 6205 4835

From: Ellis, Greg
Sent: Wednesday, 8 December 2010 10:04 AM
To: Tomlins, George
Cc: Alsford, Marty
Subject: FW: Update on supermarket issues
Importance: High

George – Marty has written a useful summary note of the key issues on supermarkets at the moment. The critical issues are as follows:

CASEY – A decision on the technical amendment is required now if we are to meet the current schedule to advertise for sale on 22 January. If we separate out the residential from the supermarkets we will lose 6 months.

DICKSON – Decision required on ALDI in the multi-level carpark. If we don't go with ALDI we won't get a second supermarket of any stripe in Dickson for probably two years – unless we just stick with the bigger site. (I think we should walk away from residential on small carpark)

GIRALANG – we have consultants meeting tomorrow (and on any prospective role for Peter Leyshon) but we need to move on these consultancies to meet the review deadline.

Greg

From: Alsford, Marty
Sent: Wednesday, 8 December 2010 9:37 AM
To: Ellis, Greg
Subject: Update on supermarket issues
Importance: High

Greg,

I have included below a summary of some outstanding supermarket issues that need resolving/decisions. They each impact upon the release of supermarket sites and therefore the achievement of the Government's Supermarket Competition Policy objectives.

000065

Casey

ACTPLA have advised that as a result of a submission to the technical amendment that proposed, amongst other things, that the residential yield be increased in Casey, there may be a requirement for a full variation to the Territory Plan. If this advice is accepted there are two options in respect of the release of the Casey site:

1. Release the site englobo after resolution of the variation, that is, delay the release of the supermarkets in Casey by at least 12 months, or
2. Release the non-residential component separately. This has the advantage of releasing the supermarkets earlier and in accordance with advice previously provided to the Chief and to the supermarkets but may not deliver the best planning outcome.

As you are aware LDA have advised that there was no need to issue a technical amendment to increase the residential yield in Casey as there is no mandatory maximum residential yield in the Casey Concept Plan and that under the existing controls ACTPLA can assess and approve the Deed of Agreement for Casey.

LDA's current plan is to advertise Casey 4 (including the three supermarket sites) on Saturday 22 January 2011 with tenders to be lodged by 10 March. I understand that all of the sales documents are now ready to be issued and have been cleared by GSO and LDA's lawyers.

A decision on the tech amendment is now required. Should LDA's view be accepted and the Casey Deed approved the sale will go ahead early next year as scheduled. A decision to go with either option above will impact upon the sales schedule. At best a decision to go with Option 2 would necessitate the redrafting and re-circulating of the sales documents and LDA advise that this would put back the sale about 6 months, and therefore the revenue will not be received this FY.

Dickson

I met with LDA today to discuss the Dickson release. LDA's current plans are to:

- release the 'library car park' site for a multilevel car park, an ALDI and other retail in May 2011 with work to commence by May 12 and be complete by May 13
- separately release the 'Woollies car park in May 2012 with work to commence by May 13. This allows for any variation to increase the height on the site to be processed prior to commencement of construction.
- require that the multilevel car park is handed back to the Territory

LDA have also flagged the possibility of putting some residential on each site.

LDA are preparing the sales documents and engaging consultants to develop further plans etc.

So that unnecessary work is not undertaken by either LDA or their consultants LDA need guidance on:

- Release of both sites simultaneously or separately in accordance with their plans above
- The operator of the multilevel car park (Govt or developer under a BOOT system)
- Is an ALDI to be included
- Is residential to be included

LDA are concerned that their consultants have undertaken on the wrong basis, that is, without knowing of the plans for an ALDI.

000064

Crace

LDA want advice on the maximum size of the supermarket and the preferred supermarket operator

Giralang

A replacement for John Martin urgently is required to provide the requested advice to the SCCC so as to allow them to come to a decision early next year on whether to reconsider their original recommendation

Reporting

Cabinet decided in October 2009 that the SCCC was to report to them no less than annually on progress in promoting further supermarket competition in the ACT. This has been discussed in recent SCCC meetings and Treasury and ICRC have proposed the first report be sent to Cabinet mid next year. Treasury has requested LAPS to submit a budget submission (for \$35k) to allow the Roy Morgan Group to undertake a survey as part of the reporting mechanism.

A decision is required on this and what info we are to provide to Cabinet/the Chief, if any, this year.

Marty Alsford
Senior Manager
Strategic Project Facilitation
Department of Land and Property Services
Ph 02 6205 9889
Fax 02 6205 4835

000062

Chris

Chris Reynolds

General Manager | Development Division
Land Development Agency

Level 7, TransACT House, 470 Northbourne Avenue, Dickson ACT 2602

Phone: 02 6207 5432 | Fax: 02 6207 6110|

Web: www.lda.act.gov.au

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000063

Beer, Christopher

From: Reynolds, Chris
Sent: Thursday, 25 November 2010 3:58 PM
To: Malcolm Leslie
Cc: Kelly, Matthew (LDA); Tomlins, George; Alsford, Marty; Gordon, Tom
Subject: RE: Crace Supermarket - SCCC advice

Mal,

The implications for the Crace project, as confirmed by Marty Alsford (LaPS), include:

- 1) ACTPLA will seek the advice from SCCC when considering Development Applications
- 2) The SCCC, in providing its advice to ACTPLA, will consider two key aspects of the Application and how these aspects support the Governments Competition Policy. The two key aspects include:
 - a. The size of the proposed supermarket
 - b. The operator

Hope this helps.

Chris

Chris Reynolds

General Manager | Development Division

Land Development Agency

Level 7, TransACT House, 470 Northbourne Avenue, Dickson ACT 2602

Phone: 02 6207 5432 | Fax: 02 6207 6110 |

Web: www.la.act.gov.au

From: Malcolm Leslie [<mailto:Malcolm.Leslie@cicaustralia.com.au>]

Sent: Thursday, 25 November 2010 2:28 PM

To: Reynolds, Chris

Cc: Kelly, Matthew (LDA); Tomlins, George

Subject: Re: Crace Supermarket - SCCC advice

Thanks chris but can you confirm the implication of this advice?

Sent from my iPhone

On 25/11/2010, at 12:10 PM, "Reynolds, Chris" <Chris.Reynolds@act.gov.au> wrote:

Malcolm,

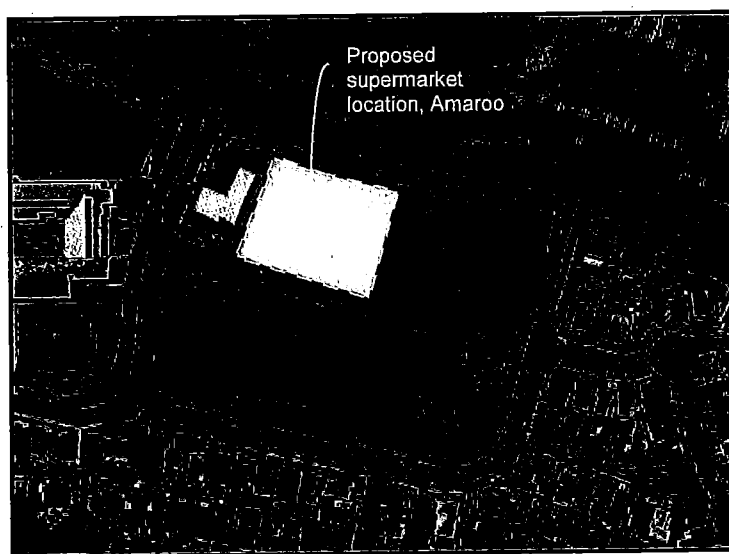
Earlier today the SCCC met and George Tomlins (Chair) confirmed that the SCCC had determined that the proposed Crace supermarket has a GFA of abt 1830m2 and as this is above the SCCC threshold of GFA 1500ms the proposal is within the SCCC interests.

Regards,

Dear Resident

As part of the *ACT Government's Indicative Land Release Programs 2010-11 to 2013-14*, Block 2 Section 106 Amaroo has been identified as the proposed location of the Amaroo Group Centre. The proposed development of the centre is planned to include a supermarket.

The block is currently vacant, unleased Territory land, and is bounded by the existing service station, Horse Park Drive to the north, Mornington Street to the south and east and Katherine Avenue to the west, as illustrated by the map below.



The residents of Amaroo and any other interested parties are invited to attend a drop-in information session to learn about the project and ask questions about the proposal. The session will be advertised in the Community Noticeboard in the Canberra Times and the Northside Chronicle. Further information is also available on the LDA website – www.lda.act.gov.au

The drop-in information session will be held at Amaroo School, Katherine Avenue, Amaroo on Thursday 17 March 2011. The community is invited to drop-in anytime between 3:00pm and 7:00pm.

If you require any further information after viewing the LDA website, in the first instance please contact the LDA by email at ldacommunity@act.gov.au.

Yours sincerely

John Robertson
Chief Executive Officer
February 2011

000060



BROWN



Land Development Agency

LAND DEVELOPMENT AGENCY

SITE INVESTIGATION REPORT

**BLOCK 19 SECTION 30
DICKSON**

BROWN CONSULTING (ACT)

JOB NO: C10100

JANUARY 2011

000059

**BLOCK 19 SECTION 30 DICKSON
SITE INVESTIGATION REPORT**

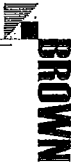


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1 INTRODUCTION

The purpose of this report is to document a site investigation of Block 19 Section 30 Dickson. The objective of this investigation is to determine the suitability of the site for development, including any constraints, and to provide an opinion of cost for the off-site related works required to service future development. It is understood that the site is being assessed to allow the block to be sold by the Land Development Agency (LDA).

The site is currently zoned CZ1 – Commercial 'Core' zone in accordance with the Territory Plan. It is understood that the proposed development is to consist of a supermarket with an approximate gross floor area (GFA) of 1450m² as well as 350m² GFA of retail use. The site is currently used as a carpark which is bordered in all directions by an ungazetted road. This ungazetted road is referred to as Dickson in this report.

2 SCOPE OF INVESTIGATION

The investigation identified the presence of existing services surrounding the site including electricity, water, sewer, stormwater, gas, telecommunications and streetlighting. Constraints upon the proposed development of the site were established, the requirements to service the site were determined and an opinion of the cost for the required works is provided.

3 THE SITE

The site is located in the Dickson Group Centre and is currently zoned CZ1 – Commercial 'Core' Zone in accordance with the Territory Plan. The site is 2371m² in area and has road frontage to Dickson Circuit in all directions.

4 GEOTECHNICAL ASSESSMENT

A detailed geotechnical and site contamination assessment was not part of the scope of this investigation. The Developer should undertake their own subsurface investigation to assess the suitability of the site for their proposed use.

5 LANDSCAPE ASSESSMENT

A tree assessment generally located in the Dickson Group Centre was undertaken by JEA Pty Ltd. The tree assessment report, which can be found in **Appendix B**, rated the street trees located on the site were of medium and poor quality (refer **Figure 1**).

Figure 1: Existing trees within the Dickson Group Centre at the proposed development site

6 EXISTING SERVICES

A "Dial Before You Dig" enquiry and on-site inspection revealed the existence of several services around the site. The known existing services are shown on Drawing C10100-001 in **Appendix A**.

**BLOCK 19 SECTION 30 DICKSON
SITE INVESTIGATION REPORT****6.1 Sewer**

A 150mm dia sewer main exists on the northern frontage of Block 19 Section 30, in the northern of Dickson Circuit. This main extends west at which point it runs south along the western verge of Dickson Circuit between the Dickson Library and Block 19 to Badham Street.

No sewer tie exists to Block 19 Section 30.

6.2 Stormwater

A 300mm dia stormwater main runs through Block 19 Section 30 from the eastern boundary to a manhole inside the southern boundary. This manhole serves as junction for another 300mm dia stormwater main entering Block 19 Section 30 from the south. A 375mm dia stormwater main extends from this manhole to the west.

No stormwater tie exists to Block 19 Section 30.

6.3 Water

A 150mm dia water main exists within the Dickson Circuit to the south of Block 19 Section 30. This water main extends along the eastern verge of Dickson Circuit on the eastern boundary of Block 19 Section 30. A 150mm dia water main exists to the northern boundary of Block 19 Section 30 within the northern verge of Dickson Circuit.

No water tie exists to Block 19 Section 30.

6.4 Gas

An existing gas main slightly runs within and parallel to the southern boundary of Block 19 Section 30.

No gas tie exists to Block 19 Section 30.

6.5 Electricity

Two low voltage underground cables exist to the southern in the southern verge of Dickson Circuit. To the south of Block 19 Section 30 an underground street cable also exists in this location.

Low voltage underground cables exist to the west of Block 19 Section 30 within the western verge of Dickson Circuit.

A low voltage underground cable and an underground street light cable exist to the north of Block 19 Section 30 within the northern verge of Dickson Circuit.

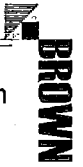
Within Block 19 Section 30 there exists a low voltage underground service cable as well as underground streetlight cable which are used to provide lighting for the existing car park located within Block 19 Section 30.

6.6 Telecommunications

No current infrastructure for communication services exist within the vicinity of Block 19 Section 30. However a Telstra conduit does exist to the east of Block 19 Section 30 within the eastern verge of Dickson Circuit, adjacent to the Dickson Baptist Church.

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**BLOCK 19 SECTION 30 DICKSON
SITE INVESTIGATION REPORT**



A TransACT conduit exists within the southern verge of Dickson Circuit fronting Block 32 which extends east toward Cowper Street.

No telecommunication tie currently exists to Block 19 Section 30.

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Forner, Julia

From: Elvy, Chloe
Sent: Tuesday, 7 December 2010 10:17 AM
To: Alsford, Marty
Cc: Griffiths, Peter; Forner, Julia
Subject: Casey 4 sales docs
Attachments: Table of Outstanding Issues as at 3 Dec 10.xlsx

Hi Marty,

We are finalising the Casey 4 Sales docs with Myer Vandenberg. I'm not sure if you have a copy of this current table of outstanding issues (see attached), but there are a few that we need your help with. Can you please advise?

You were also going to send me through an electronic copy of Aldi's agreement to release their AFL – if you could send that through then I will forward it on to MV.

Thanks,
Chloe

Chloë Elvy | Director - South Gungahlin

Land Development Agency

Level 6 TransACT House, 470 Northbourne Avenue, Dickson ACT 2602
Phone: 02 6205 3035 | Fax: 02 6207 6110 | Web: www.lda.act.gov.au

 Please respect the environment and think about the impact of printing this email.

**TABLE OF OUTSTANDING ISSUES FOR RFT DOCUMENTATION FOR CASEY 4 ESTATE -
BLOCK 20 SECTION 1 CASEY (AS AT 3 DECEMBER 2010)**

000039

ISSUE	CLAUSE REFERENCES	ACTION ITEMS	PERSON RESPONSIBLE	INSTRUCTIONS
ALDI Agreement for Lease	RFT	MV request instructions to contact ALDI's solicitors to obtain a clean (unexecuted) version of the AFL for inclusion in the RFT.	LDA Sales	
ALDI response to email of 11 November	RFT Part E, Returnable Schedule 4 and 5	Has ALDI provided the confirmation and consent outlined in Marty's email of 11 November 2010? Can we have a copy of the written confirmation and consent for our records.	Marty Alsford - LAPS	
Correspondence with ALDI and Supabarn solicitors re provisions of Schedules 4 and 5	RFT Schedule 4 and 5	We request instructions to forward the relevant schedule to ALDI/ Supabarn's solicitors to obtain their approval of the details that tenderers will insert on the blank agreements.	Marty Alsford - LAPS	
Negotiation of AFLs by tenderers	RFT Part E	If preferred tenderer above reserve we have assumed that Tenderers will not be able to negotiate the terms of the AFLs and we have drafted the RFT in this manner. If preferred tenderer below reserve price, will tenderers be able to negotiate with ALDI and Supabarn on the terms of the AFLs (There may be probity issues with this option).	Marty Alsford - LAPS	
Risk if supermarket withdraws prior to completion	Contract for Sale - Special Condition 3	A right to rescind has been added for the LDA to Special Condition 3 in accordance with Marty Alsford's instructions. Please see attached email from Stephanie Lynch to Marty Alsford of 9 November 2010 regarding this issue.	Marty Alsford - LAPS	
Both AFLs	AFLs	Whilst we have not been asked to review either AFL (as ACTGSO have done this) we note that references to the relevant sites in both AFLs do not take into account that title details will not be available at execution and have been left blank. Such matters could be the subject of tender questions. We recommend that either MV or ACTGSO review the AFLs to confirm that they are acceptable for execution (ie all details are complete). We also seek your instructions to negotiate a Communications Protocol with the solicitors acting for ALDI and Supabarn to cover Q&As during the tender process.	LDA Sales/ LAPS	

Offer period	RFT Clause 22, Returnable Schedule 2	Suggested period 140 days. The offer period needs to be until after settlement of the ALDI and Supabam offer is not formally accepted/ binding until settlement. LDA has 14 days to choose a tenderer, contracts are exchanged 7 days later and settlement is 90 days (total 111 days) and this is assuming things run smoothly!	LDA Sales	
Payment of 10% Deposit	RFT - Returnable Schedule 3	We note your instructions for a 1% deposit with tender lodgement and 10% at exchange. Please confirm that LDA is happy for exchange within 7 days of notification of Preferred Tenderer status (this is in line with the procedure proposed to the supermarkets that they sign the AFLs within 7 days).	LDA Sales	
Date to Notify unsuccessful tenderers	RFT	You requested 17 March 2010 however we have suggested 24 March 2010 as contracts will not be exchanged until 17 March 2010 (7 days after notification of preferred tenderer)	LDA Sales	
Condition Precedent to completion of the Contract for Sale	Contract for Sale	Awaiting confirmation from Chile in relation to whether a Condition Precedent for Casey 1 works still required. The RFT has been drafted without this requirement at this stage.	LDA- Chloe Elvy	
Contract for Sale - Agreement for Lease Special Conditions	Contract for Sale- Special Condition 4	We refer to Rhian Williams' conversation with Jock Campbell on 18 November 2010 where Jock indicated that the Contract for Sale AFL Special Conditions drafted by him were still draft and could be reviewed and amended where appropriate by MV. MV has made amendments and created new Special Conditions 3 and 4. These should be reviewed by LDA Sales and LAPS. We also recommend that they are provided to Jock for approval and with a recommendation that those similar conditions are replaced in the Deed of Agreement.	LDA Sales/ LAPS	
Evaluation Plan	RFT	We seek your instructions to draft the Evaluation Plan for evaluation of the tenders. LDA will need to start considering the Evaluation Team etc.	LDA Sales	
Technical Amendment- objection		Are there any requirements for the sales documentation in relation to the Technical Amendment. We note your instructions that the documentation should be drafted as if the Technical Amendment has been passed so we confirm that we have not included any details at this stage.	LDA Sales	

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Other important planning/development requirements/issues for RFT docs	RFT, Contract for Sale	Are there any other issues or requirements that need to be referred to or highlighted in the RFT documents or Contract for Sale?	LAPS/ LDA	

000515

Landlord

- to -

ALDI FOODS PTY LIMITED
Tenant

AGREEMENT FOR LEASE

Premises: CASEY ACT

CARROLL & O'DEA
Lawyers
Level 18
111 Elizabeth Street
SYDNEY NSW 2000
Tel: 02 9291 7100
Fax: 02 9221 1117
Ref: jkb/aldi/casey/102765

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000513

AGREEMENT FOR LEASE

THIS AGREEMENT FOR LEASE is made the day of 2010.

PARTIES

BETWEEN:

("Landlord")

AND: ALDI FOODS PTY LIMITED
 (ACN 086 210 139)
 of 1 Sargents Road
 MINCHINBURY NSW 2770
 ("Tenant")

RECITALS

- A. The Landlord is the Headlessor of the Land.
- B. The Landlord intends to carry out works on the Land including the construction of the Premises.
- C. The Landlord has agreed to grant and the Tenant has agreed to take a lease of the Premises on the terms and conditions contained in the Lease.

AGREEMENT

The parties agree that:

1. DEFINITIONS AND INTERPRETATION

In the interpretation of this Agreement including the recitals and the Schedules:

1.1. The following expressions have the following meanings:

"ALDI Store" means a typical ALDI store in Australia including a retail food store of approximately 1450m² Lettable Area.

"Articulated Vehicle Access" means access to the loading dock area to be used with the Premises through the common areas of the Centre by an articulated vehicle having an overall length not exceeding 19.1 metres and a height not exceeding 4.5 metres.

"Authority" means any government, semi-government, municipal, statutory or other authority or body having jurisdiction or authority over or in respect of the Landlord's Works or the Premises or their proposed use or anything proposed to be done at the Premises by the Tenant.



"Business Day" means any day other than a Saturday, Sunday or public holiday.

"Centre" means the centre described in the Lease.

"Commencement Date" means the earlier of:

- i) the expiration of the Fitout Period; and
- ii) the first day of trading by the Tenant from the Premises.

"Conditions Precedent" means the conditions set out in the First Schedule.

"Conditions Precedent Date" means the date the Tenant notifies the Landlord that the Conditions Precedent have been satisfied pursuant to clause 2.2.

"Construction Period" means the period of 52 weeks commencing 26 weeks after the Conditions Precedent Date.

"Contamination" means any substance which harms or is likely to harm the environment or the health or safety of any person including, without limitation, the presence of any substance having toxic, corrosive, flammable, explosive, infectious or otherwise dangerous or harmful characteristics or the presence of any asbestos.

"Defects Liability Period" means the period of 12 months commencing on the Handover Date.

"Design Brief" means and includes the document, plans and drawings referred to in Clause A.1 of the Third Schedule (Additional Provisions).

"Fitout Period" means the period of seventy five (75) Business Days commencing on the Handover Date.

"Handover Date" means the date after the Landlord has Practically Completed the Landlord's Works and the Tenant has accepted that the Landlord's Works are Practically Completed pursuant to clause 6.

"Land" means the land contained in Folio Identifier [].

"Landlord" includes any person who will be entitled to the Premises when the Lease ends and unless a contrary intention is apparent includes any employee or agent of the Landlord.

"Landlord's Works" means construction of the Centre including the Premises as generally described in the Design Brief.

"Lease" means the sub-lease to be executed pursuant to this Agreement generally in the form of the document set out in the Fourth Schedule to be completed in accordance with the provisions of clause 10.

"Lettable Area" means gross lettable area of premises measured in accordance with the method set out in the "Gross Lettable Area - Retail" (GLAR) section of the Property Council of Australia "Method of Measurement for Lettable Area" issued March 1997, and to remove any doubt excluding all licensed areas, exclusion zone/x and areas outside the shopfront.

"Plans and Specifications" means the plans and specifications prepared by the Landlord and approved by the Tenant in accordance with the First Schedule clause 2.

"Practical Completion" or "Practically Completed" means the stage in the carrying out and completion of the Landlord's Works when the Landlord's Works are complete without any apparent omissions or defects which could prevent the Premises from being reasonably capable of being used by the Tenant to carry out the Tenant's Works.

"Premises" means the premises described in the Lease.

"Tenant" includes the successors and permitted assigns of the Tenant.

"Tenant's Works" means fitout works and any other work required to be done by the Tenant in or to the Premises to allow the Tenant to carry on the Permitted Use.

"Works Completion Date" means the last day of the Construction Period as extended pursuant to clause 4.

- 1.2. Words importing the singular shall embrace the plural and vice versa and words importing one gender shall embrace the other gender and vice versa respectively.
- 1.3. Headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.
- 1.4. Any consent required from either party under the provisions of this Agreement shall mean prior consent in writing.
- 1.5. Reference to a statute shall include all amendments for the time being in force and any other statute enacted in substitution therefor and the regulations or by-laws for the time being under that statute and any notice, demand, order, direction, requirement or obligation under or pursuant to that statute or those regulations or by-laws.
- 1.6. Any reference to a person shall be deemed to include a corporate body and vice versa.
- 1.7. A reference to a recital, clause or Schedule is a reference to a recital, clause or Schedule of this Agreement.
- 1.8. The recitals and Schedules form part of this Agreement.

2. CONDITIONS PRECEDENT

- 2.1 This Agreement and the grant of the Lease are subject to and conditional upon the Conditions Precedent being satisfied or waived by the Tenant in accordance with the First Schedule.
- 2.2 Within 15 Business Days of all of the Conditions Precedent being satisfied or waived the Tenant shall give written notice to the Landlord of same.

3. LANDLORD'S WORKS

- 3.1 The Landlord covenants with the Tenant that it will complete the Landlord's Works with all due diligence in a proper and workmanlike manner in accordance with all applicable laws and the requirements of any relevant Authority by the Works Completion Date.
- 3.2 The Landlord must keep the Tenant informed of the progress in carrying out the Landlord's Works.
- 3.3 The Tenant, or any person authorised in writing by the Tenant, may after giving the Landlord reasonable notice, enter the Premises at any reasonable time for the purpose of inspecting the Landlord's Works.
- 3.4 The Landlord covenants with the Tenant not to make any material variation to the Landlord's Works without the Tenant's prior consent in writing which consent shall not be unreasonably withheld.
- 3.5 The Landlord must construct the Building to provide a floor area at least equal to, but in any event no more than 2.5% less than, the floor area of the Building specified in the Plans and Specifications. The floor area of the Building shall be measured by survey at the expense of the Landlord prior to Practical Completion. In the event that the floor area of the Building is more than 2.5% less than the floor area specified in the Plans and Specifications, then the Landlord's Works shall be deemed not to be Practically Completed.
- 3.6 Should the Tenant at any time consider that any item of the Landlord's Works is not being constructed or provided in accordance with the Plans and Specifications, the Tenant may give written notice to the Landlord requiring such item to be rectified. If the Tenant gives the Landlord a notice under this clause 3.6, the Landlord must rectify the item prior to Practical Completion.
- 3.7 Failure by the Tenant to give notice under clause 3.6 or the making of any positive statement by the Tenant after having inspected the Landlord's Works is not a waiver of the Tenant's rights to have the Landlord's Works carried out and completed in accordance with the provisions of this Agreement.

3.8 The Landlord covenants with the Tenant that Articulated Vehicle Access to the Premises will be made available as part of the Landlord's Works. In the event that Articulated Vehicle Access to the Premises is not available prior to Practical Completion, then the Landlord's Works shall be deemed not to be Practically Completed.

3.9 If the Tenant is required to pay for any works included in the Landlord's Works then:

- (a) the payment is subject to the Tenant approving the specific works and costs prior to the cost being incurred; and
- (b) within 20 Business Days of Practical Completion the cost of these works as approved shall be paid by the Tenant to the Landlord.

4. DELAYS IN COMPLETION OF LANDLORD'S WORKS

4.1 The Landlord may extend the Works Completion Date by the number of the days of any delay arising from the following causes:

- (a) inclement weather;
- (b) proceedings being taken or threatened by or disputes with adjoining or nearby owners or occupiers;
- (c) strikes, lockouts or other industrial disputes which are not specific to the Landlord;
- (d) shortage or delay in the availability of any goods, materials, plant or equipment required for the Landlord's Works;
- (e) any default hereunder on the part of the Tenant or any interference with the Landlord's Works by or on behalf of the Tenant including that by any of the Tenant's employees, contractors or agents;
- (f) any other cause beyond the Landlord's control other than delays caused by any act, neglect or default of the Landlord, its employees, agent or contractors.

4.2 The Landlord shall notify the Tenant of any delay anticipated or experienced as soon as such delay becomes known to the Landlord in carrying out the Landlord's Works and if the Landlord seeks to extend the Works Completion Date pursuant to clause 4.1, then the Landlord shall notify the Tenant in writing of the new Works Completion Date and the reason for such delay. If the Landlord fails to notify the Tenant of the delay within 5 Business Days of the delay becoming known to it, then the Landlord is not entitled to extend the Works Completion Date.

5. VARIATIONS TO LANDLORD'S WORKS REQUIRED BY THE TENANT

5.1 Where the Tenant requires variation to the Landlord's Works, the Tenant shall submit details of the variation to the Landlord.

- 5.2 Upon receipt of the details of the variation and if the Landlord reasonably believes that it is able to carry out the variation, the Landlord shall calculate the cost of the variation including any costs, losses or damages that may be incurred by the Landlord if the requested variation will cause any delay in the completion of the Landlord's Works.
- 5.3 If the Tenant approves in writing of the cost of the variation prepared by the Landlord, then the Landlord must carry out the variation and the amount of the approved change to the cost will be deemed to be the cost incurred by the Landlord for the variation.
- 5.4 Within 20 Business Days after Practical Completion, the cost of the variation as determined pursuant to this clause 5 shall be paid by the Tenant to the Landlord.
- 5.5 If the Tenant objects to the cost of the variation prepared by the Landlord the Tenant may give the Landlord a notice of dispute and the provisions of clause 19 will apply.
- 5.6 Unless otherwise agreed between the parties, the Landlord must carry out the variation notwithstanding that the Tenant has given a notice of dispute.
- 5.7 If the dispute is referred to arbitration under clause 19, the purpose of the arbitration will be to determine the reasonable cost of the variation.
- 5.8 If the dispute is resolved by arbitration, then within 20 Business Days after Practical Completion the reasonable cost of the variation as determined by arbitration will be paid by the Tenant to the Landlord. To the extent that the actual cost of the variation exceeds the reasonable cost of the variation as determined by arbitration, the excess is the responsibility of the Landlord.

6. HANDOVER TO TENANT

- 6.1 The Landlord shall give the Tenant not less than 20 Business Days written notice of the date the Landlord anticipates handover of the Premises to the Tenant to take place.
- 6.2 Not less than 5 Business Days prior to the date stated in the notice to be given in clause 6.1, or such other date as is agreed by the parties, the parties shall jointly inspect the Premises.
- 6.3 Upon the inspection being completed, the Tenant shall notify the Landlord in writing as to its acceptance of the Landlord's Works as being Practically Completed or give notice in writing that the Tenant does not accept handover including particulars of all defects in or omissions from the Landlord's Works which must be made good before the Tenant will accept that the Landlord's Works have been Practically Completed.
- 6.4 If the Tenant does not accept that the Landlord's Works have been Practically Completed, then the Landlord must make good the defects or omissions notified by the Tenant as soon as possible.

- 6.5 After making good the defects and omissions, the Landlord shall request the Tenant to inspect the Premises with the Landlord at a reasonable time after reasonable notice. Clauses 6.3 and 6.4 apply to such further inspection.
- 6.6 The Tenant is not obliged to commence the Tenant's Works and the Fitout Period shall not commence until the Landlord's Works are confirmed by the Tenant to be Practically Completed in accordance with the provisions of this clause 6.
- 6.7 The Tenant may accept handover of the Premises prior to Practical Completion. If the Tenant accepts handover of the Premises prior to Practical Completion, the Tenant shall give the Landlord written notice that it accepts handover and include in the notice a list of defects in and omissions from the Landlord's Works which must be made good. The provisions of clause 7 shall apply to the defects and omissions notified.
- 6.8 Acceptance of handover of the Premises by the Tenant is not a waiver of the Tenant's rights to have the Landlord's Works carried out and completed in accordance with the provisions of this Agreement, nor of the Tenant's right to have rectified any defects or omissions later discovered.

7. DEFECTS IN LANDLORD'S WORKS

- 7.1 Defects in or omissions from the Landlord's Works ("Defects") that arise within the Defects Liability Period shall be made good by the Landlord, at the Landlord's cost, as soon as is reasonably practicable after the Tenant gives notice of same to the Landlord.
- 7.2 Unless otherwise agreed by the Tenant, all work associated with making good Defects must be performed outside the trading hours of the Tenant.
- 7.3 The Tenant shall give the Landlord and the Landlord's contractors access to the Premises to enable the Landlord to make good any Defects subject to the reasonable requirements of the Tenant.
- 7.4 In the event the Landlord fails to rectify any Defect within 15 Business Days of receiving notice from the Tenant of the Defect, the Tenant may rectify the Defect at the Landlord's expense.
- 7.5 Notwithstanding any provision in the Lease to the contrary, the Tenant may deduct the cost of rectifying any Defect from any payment of rent under the Lease.

8. TENANT'S WORKS

- 8.1 Subject to the terms of this clause 8, the Landlord shall hand over the Premises to the Tenant on licence for the Fitout Period and the Landlord shall permit the Tenant to enter upon the Premises to carry out the Tenant's Works and any other associated works required to make the Premises ready for trading.

- 8.2 During the Fitout Period the Tenant shall carry out and install the Tenant's Works, at its expense, in a proper and workmanlike manner in accordance with all applicable laws and the requirements of all relevant authorities.
- 8.3 The use and occupation by the Tenant of the Premises during the Fitout Period shall be solely for the purpose of construction of the Tenant's Works and for the purposes of any other works required to make the Premises ready for trading and shall be at the Tenant's risk in all respects.
- 8.4 The Tenant shall in carrying out the Tenant's Works keep the Premises and all parts thereof clean and tidy and on completion of the Tenant's Works, at the Tenant's own expense, remove from the Premises all waste, debris and residual materials which result from the Tenant's Works.
- 8.5 Subject to delays beyond the reasonable control of the Tenant, for each day the Fitout Period exceeds 75 Business Days the Tenant shall pay to the Landlord a licence fee equal to the rent payable during the first year of the Lease calculated at a daily rate ("Licence Fee"). For each day the Tenant is unable to carry out the Tenant's Works as a result of delays caused by something beyond the reasonable control of the Tenant, the date of commencement of payment of the Licence Fee is extended by one day. The Licence Fee is not payable for any day the Tenant is unable to trade from the Premises by reason of something beyond the reasonable control of the Tenant. The Licence Fee shall be paid monthly in arrears.

9. GRANT OF LEASE

On the Commencement Date the Landlord will grant and the Tenant will take a lease of the Premises on the terms set out in the Lease completed in accordance with this Agreement.

10. TERMS OF LEASE

The Lease shall be in the form of the lease set out in the Fourth Schedule to this Agreement and shall be prepared by the Landlord's lawyers and completed by the insertion of:

- 10.1 the Commencement Date;
- 10.2 the termination date;
- 10.3 the rent for the first year of the Lease;
- 10.4 the date of execution; and
- 10.5 any other insertion or correction reasonably deemed necessary to enable the completion of the Lease.

11. EXECUTION OF LEASE

- 11.1 The Lease shall be executed by the Tenant and delivered to the Landlord or to such other person as the Landlord directs within 30 Business Days after the Commencement Date.

11.2 The Landlord shall execute the Lease after it has been delivered to the Landlord or Landlord's lawyers under clause 11.1 and shall thereafter return the registered original thereof to the Tenant.

11.3 From the Commencement Date the Tenant and the Landlord shall be bound by and shall duly observe and perform the covenants terms conditions and agreements contained in the Lease and to be observed or performed by the Tenant and the Landlord as if the Lease had been duly executed and delivered as provided in this clause.

12. INDEMNITIES

12.1 The Tenant shall indemnify and at all times hold indemnified the Landlord from and against all liabilities, losses or costs which the Landlord may suffer or incur in connection with or arising from the carrying out of the Tenant's Works and for which the Tenant is legally liable except to the extent that the same was caused or contributed to by any act or omission on the part of the Landlord or its employees, agents or contractors.

12.2 The Landlord shall indemnify and at all times hold indemnified the Tenant from and against all liabilities, losses or costs which the Tenant may suffer or incur in connection with or arising from the carrying out of the Landlord's Works and for which the Landlord is legally liable except to the extent that the same was caused or contributed to by any act or omission on the part of the Tenant or its employees, agents or contractors.

13. INSURANCES

13.1 The Tenant shall prior to the commencement of the Tenant's Works provide evidence of the following insurances or will procure that any contractor employed by the Tenant shall provide evidence of the following insurances:

- (a) an insurance policy for any person employed by the Tenant or its contractor as a "worker";
- (b) a public risk policy with a limit of liability of not less than \$20,000,000.00 for any one occurrence except for products which are limited to \$20,000,000.00 in the aggregate for all occurrences during the period of insurance; and
- (c) a contractors' all risks policy in respect of the Tenant's Works to the full value thereof.

13.2 If the Tenant produces to the Landlord a certificate of currency of any global policy of insurance effected by the Tenant covering the risk outlined in clause 13.1(b), the Tenant shall be deemed to comply with the provisions of clause 13.1(b).

13.3 The Landlord shall maintain a contractors' all risks policy in respect of the Landlord's Works to the full value thereof from the commencement of the Landlord's Works until the expiration of the Defects Liability Period, including third party liability in the sum of not less than \$20,000,000.00 in respect of any one claim.

The policy shall indemnify the Landlord and its contractors and employees in respect of their respective liabilities arising from the carrying out of the Landlord's Works. If requested to do so by the Tenant, the Landlord must, within a reasonable time, give the Tenant evidence of the existence and currency of the policy.

14. TENANT'S LIQUOR LICENCE APPLICATIONS

The Landlord agrees to consent to any application of the Tenant for any liquor licence in relation to the Premises including any application of the Tenant for any planning permit required for any such licence, and the Landlord agrees not to object to such applications. The Landlord must sign all documents and do all such things as the Tenant or any person nominated by the Tenant reasonably requires (at the cost and expense of the Tenant) to assist the Tenant in obtaining any liquor licence sought by the Tenant.

15. ASSIGNMENT

The Tenant shall not be entitled to assign or transfer its interest under this Agreement without the prior consent in writing of the Landlord.

16. LANDLORD'S RIGHT IN THE PREMISES

16.1 Nothing contained in this Agreement shall prevent the Landlord from selling, transferring, assigning or encumbering the Landlord's interest in the Premises or any part of the Premises or from creating any interest in the Premises. If the Landlord proposes to sell, transfer or assign its interest in the Premises prior to the Commencement Date of the Lease, then the Landlord will, prior to the sale, transfer or assignment enter into an agreement with the proposed purchaser, transferee or assignee whereby the proposed purchaser, transferee or assignee agrees to perform the obligations of the Landlord under this Agreement and the Lease.

16.2 Should the Landlord sell, transfer or assign its interest in the Premises, the Landlord shall within 15 Business Days of the completion of such sale, transfer or assignment notify the Tenant in writing of the date thereof and the name and address of the purchaser, transferee or assignee of the Landlord's interest in the Premises.

17. BREACH AND TERMINATION

17.1 The Landlord may by notice in writing to the Tenant determine this Agreement if the Tenant commits a breach of any covenant or condition herein contained on the part of the Tenant to be performed or observed and the Tenant shall not have remedied the breach within 10 Business Days after notice in writing shall have been given by the Landlord to the Tenant specifying the breach and demanding remedy thereof (unless the breach cannot be remedied because of circumstances beyond the reasonable control of the Tenant).

17.2 Notwithstanding any other provisions of this Agreement, if the Landlord fails to:

- (a) commence substantial construction of the Landlord's Works within four (4) months of the Conditions Precedent Date; or

- (b) achieve Practical Completion within twenty (20) months of the Conditions Precedent Date;

then the Tenant may terminate this Agreement by notice in writing to the Landlord.

17.3 In the event that by twenty four (24) months from the date of this Agreement the Tenant has not notified the Landlord that all the Conditions Precedent have been satisfied or waived pursuant to clause 2.2, then at any time after that period has expired, the Tenant may, by notice in writing to the Landlord, and the Landlord may (provided the Landlord has given 10 Business Days prior notice in writing of the Landlord's intention so to do) by notice in writing to the Tenant, terminate this Agreement and thereupon this Agreement shall be at an end and the Tenant shall have no further interest, legal or equitable, in the Premises.

17.4 Upon termination of this Agreement, neither party is released from liability for any act or omission under this Agreement before the notice of termination is given.

18. MORTGAGEE CONSENT

The Landlord must at the Landlord's expense obtain the unconditional consent to this Agreement of all relevant mortgagees or charge holders.

19. DISPUTE DETERMINATION

19.1 Any dispute between the parties under or in respect of this Agreement is to be resolved in accordance with the following provisions of this clause 19.

19.2 If a party has given to the other party notice of a dispute in connection with this Agreement, the parties must, in good faith, endeavour to settle the dispute within 10 Business Days after notice has been received by the other party.

19.3 Unless otherwise agreed between the parties, if the dispute remains unresolved after that period, then the dispute shall be and is hereby referred to arbitration in accordance with and subject to the Institute of Arbitrators and Mediators Australia Rules for the Conduct of Commercial Arbitration in force from time to time.

19.4 If, within 10 Business Days of the dispute being referred to arbitration, the parties have not agreed upon an arbitrator, either party may request the President of the Institute of Arbitrators and Mediators Australia (ACT Chapter) to appoint an arbitrator to determine the dispute.

19.5 The parties shall be entitled to legal representation at any arbitration.

19.6 Any arbitration proceedings shall be conducted in the Australian Capital Territory. The costs of any arbitration proceedings shall be borne by the parties as the arbitrator directs.

19.7 Neither party shall take legal action through the courts on any issue in dispute without first completing the arbitration process.

20. GST

- 20.1 Except where this Agreement states otherwise, each amount payable by a party under this Agreement 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.
- 20.2 GST on any cost reimbursable by the Tenant to the Landlord will be calculated net of any GST input credit receivable by the Landlord on such cost.
- 20.3 A party's obligation to pay an amount under clause 20.1 is subject to a valid tax invoice being delivered by the other party.
- 20.4 For the purposes of this clause 20:

"GST" means GST within the meaning of the GST Act

"GST Act" means the A New Tax System (Goods and Services Tax) Act 1999.

21. OWNERSHIP OF PLANS AND SPECIFICATIONS

The Plans and Specifications remain the property of the Tenant and must not be used, copied or reproduced by the Landlord, except for a purpose related to this Agreement.

22. SURVEY OF PREMISES

- 22.1 Prior to Practical Completion the Landlord at its cost shall cause a survey plan of the horizontal floor area of the Premises to be prepared by a surveyor showing the Lettable Area of the Premises. The surveyor shall certify the Lettable Area of the Premises.
- 22.2 Until the survey of the Premises and the surveyor's certificate of the Lettable Area of the Premises have been provided to and approved by the Tenant, the Lettable Area of the Premises for the purposes of calculating the amount of rent payable by the Tenant pursuant to the Lease is deemed to be 1450 square metres.
- 22.3 Once the surveyor's certificate has been provided to and accepted by the Tenant, any necessary adjustment of rent payable by the Tenant pursuant to the Lease shall be made by the parties so that the rent paid by the Tenant from the Commencement Date is the rent calculated on the Lettable Area of the Premises certified by the surveyor.

23. CONFIDENTIALITY

- 23.1 The parties acknowledge and agree that each party's Confidential Information is confidential to each respective party and is the property of each respective party. Subject to clause 23.2, each party undertakes not to disclose the Confidential Information to any person except:
- (a) to employees, legal advisers, auditors and other consultants of the party or its related bodies corporate requiring the information for the sole purposes of this Agreement; or

- (b) with the prior written consent of the party who supplies the information; or
- (c) if the information is, at the date of this Agreement, lawfully in the possession of the recipient of the information through sources other than the party who supplied the information; or
- (d) if required by law or a stock exchange; or
- (e) if strictly and necessarily required in connection with legal proceedings relating to this Agreement; or
- (f) if the information is generally and publicly available other than as a result of breach of confidence by the person receiving the information.

23.2 Each party further undertakes not to reproduce, modify, amend or publish, or allow to be reproduced, modified, amended or published, any of the other party's registered or unregistered trade marks or logos without the prior written consent of that other party.

23.3 Each party further undertakes not to reproduce, modify, amend or publish, or allow to be reproduced, modified, amended or published, any of the other party's registered or unregistered trade marks or logos without the prior written consent of that other party.

24. CONTAMINATION

24.1 The Landlord warrants that the Landlord is not aware of:

- (a) any Contamination of the Premises that would require remediation in order to permit the Tenant's use of the Premises as an ALDI Store;
- (b) any Contamination that has issued or emanated or is likely to issue or emanate from the Premises on to any other property; or
- (c) any outstanding obligation on the Landlord to give any notification to the Environment Protection Authority or any other authority.

24.2 The Landlord indemnifies the Tenant against any breach of the warranties contained in clause 24.1.

25. NOTICES

Any notice or demand to be given or made under this Agreement shall be in writing and may be signed by a party's authorised agent and shall be served by delivering or posting the same by prepaid post to the other party or parties (as the case may be) at such party's address appearing in this Agreement or at any other address of which written notification shall be given by one party to the other party.

26. COSTS

Each party is responsible for its own costs in relation to the preparation and execution of this Agreement and the Lease. Provided however that the Landlord shall pay Stamp Duty (if any) assessed on this Agreement and the Lease and the Tenant shall pay registration fees on the Lease.

~~27. TIME OF THE ESSENCE~~

~~Time shall in all cases and in every respect be deemed to be of the essence of this Agreement.~~

28. GOVERNING LAW

This Agreement shall be construed and take effect in accordance with the laws of the Australian Capital Territory and the rights and obligations of the parties under this Agreement shall be governed by the laws of the Australian Capital Territory. Each of the parties hereby submits to the jurisdiction of the Courts of that Territory, including all Courts of Appeal.

29. NO MERGER

The provisions of this Agreement shall not merge on the execution or registration of the Lease but shall continue in full force and effect until the obligations imposed by this Agreement have been fully complied with.

30. ENTIRE AGREEMENT

It is expressly acknowledged, by and between the parties, that the terms and conditions set out in this Agreement contain the entire agreement as concluded between the parties, notwithstanding any negotiations or discussions prior to the execution of this Agreement.

31. ADDITIONAL PROVISIONS

Any additional provisions set out in the Third Schedule bind the parties and if inconsistent with any other provisions of this Agreement, override those provisions.

32. COMMENCEMENT OF FITOUT PERIOD

Notwithstanding any other provision herein contained or implied to the contrary, in the event that the Handover Date falls within a period commencing on 15 November in any year and ending on 31 January in the immediately following year, the Fitout Period for the purposes of this Agreement shall not commence until the first Business Day immediately following the expiration of the aforesaid period.

33. SUNSET CLAUSE

Notwithstanding any other provision herein contained, in the event that the Conditions Precedent have not been either satisfied or waived by the date which is 36 months from the date of this Agreement, either party may by notice in writing to the other rescind this

Agreement and thereupon neither party shall have any rights against the other in respect of this Agreement except for antecedent breaches.

34. EXPRESSION OF INTENT

Within four (4) months of the receipt by the Landlord of all permits, approvals and consents required to be obtained by the Landlord in order to proceed with the proposed development of the Land (including, without limitation, the carrying out of the Landlord's Works), the Landlord undertakes to provide the Tenant with an expression of its intent advising the Tenant that, having regard to all relevant factors of the proposed development, the Landlord has either decided to continue with the proposed development of the Land or has decided to defer the development indefinitely.

EXECUTED by the parties as a deed.

SIGNED by DAVID ZALUNARDO as)
attorney for ALDI FOODS PTY)
LIMITED under Power of Attorney Book)
4527 No 243 in the presence of:)

.....
Signature of David Zalunardo

.....
Signature of Witness

.....
Name of Witness (please print)

FIRST SCHEDULE

CONDITIONS PRECEDENT

1. PERMIT REQUIREMENTS

1.1. This Agreement is subject to and conditional upon:

- (a) the Landlord procuring from all relevant authorities (local, town planning, environmental, roads, servicing, or otherwise) all relevant planning permits, consents and approvals under or pursuant to all relevant Acts of Parliament, regulations, rules, by-laws, ordinances and Planning Schemes for the time being in force to enable:
 - (i) the development of the Premises to a design and layout as required by the Tenant for an ALDI Store and the erection and display of any signage required by the Tenant (including business signage, directional signage and pylon signage of such size and location as not to be less beneficial for the Tenant as regards signage as for other anchor tenants in the Centre);
 - (ii) the use of the Premises as an ALDI store; and
 - (iii) the Tenant to trade from the Premises without restriction on its trading hours or on the hours of truck deliveries to the Premises.

1.2 The Landlord shall, within 75 Business Days of the date upon which the Landlord becomes entitled to grant a sub-lease of the Premises to the Tenant ("the Effective Date"), at the Landlord's expense, make the Applications and shall prosecute such Applications with diligence and expedition.

1.3 The "Anticipated Permit Approval Date" for the purposes of this Agreement is the date which is 130 Business Days from the Effective Date. Either party may extend the Anticipated Permit Approval Date by a period of 65 Business Days ("First Extension") by giving the other party written notice to that effect at least 2 days before the Anticipated Permit Approval Date by a second period of 65 Business Days by giving the other party notice to that effect at least 2 days before the expiry of the First Extension including circumstances that have given rise to such extension.

1.4 If, by the Anticipated Permit Approval Date as it may be extended under clause 1.3 of this Schedule:

- (a) all relevant permits, consents and approvals reasonably required by the Tenant have not been obtained by the Landlord; or
 - (b) the Tenant, acting reasonably, does not approve the conditions (if any) imposed as a condition or a condition precedent to the granting of such permits, consents and approvals; or
- 

- (c) any such permits, consents and approvals have been revoked, set aside, varied or impugned or are then still subject to proceedings in any tribunal or court,

then at any time after the Anticipated Permit Approval Date, as it may be extended under clause 1.3 of this Schedule, the Tenant may, by notice in writing to the Landlord, and the Landlord may (provided the Landlord has given 10 Business Days prior notice in writing of the Landlord's intention so to do) by notice in writing to the Tenant, terminate this Agreement, and thereupon this Agreement shall be at an end and the Tenant shall have no further interest, legal or equitable, in the Premises.

- 1.5 The Landlord shall inform the Tenant monthly in writing of the current status of the Applications.
- 1.6 For the purposes of this clause 1 "Applications" means all necessary applications for all the permits, consents and approvals referred to in clause 1.1 of this Schedule.

2. PLANS AND SPECIFICATIONS

- 2.1 The Landlord will as soon as possible after the Effective Date prepare specific site drawings and specifications which are to be in accordance with the Tenant's national generic ALDI Store documentation (drawings and specifications) modified to the extent required to conform with the Lessor/Lessee Scope of Works in the Second Schedule detailing the Landlord's Works in appropriate detail for construction and submit these plans and specifications to the Tenant for review and approval.
- 2.2 The Landlord or its designer will consult with the Tenant or its designer on submitted plans and specifications and effect any changes required by the Tenant to the submitted plans and specifications and resubmit these plans and specifications for further review.
- 2.3 The plans and specifications once approved by the Tenant will be signed by an authorised officer of each party for the purpose of identification and become the Plans and Specifications for the purpose of this Agreement.
- 2.4 If the Plans and Specifications are not approved by the Tenant and signed off by an authorised officer of each party within three (3) months of the Effective Date, the Tenant may terminate this Agreement by notice in writing to the Landlord, and thereupon the Agreement shall be at an end.
- 2.5 Both parties agree to act promptly and reasonably in complying with this clause 2 of this Schedule.

3. OMITTED

4. OMITTED

5. WAIVER

The Tenant may, if it so desires, at any time or from time to time, waive the necessity for compliance with or fulfilment of any clause of this Schedule or any part or parts thereof by

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- 18 -

notice of waiver given to the Landlord or the Landlord's lawyers at any time prior to any termination being effected. Upon the giving of such notice of waiver, the relevant clause of this Schedule or part or parts thereof so waived (as the case requires) shall, for the purposes of this Agreement, be deemed to have been fulfilled.

[Handwritten signature]

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SECOND SCHEDULE

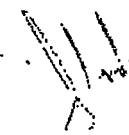
LESSOR / LESSEE SCOPE OF WORKS

NOT USED

A handwritten signature or set of initials, possibly reading 'J. J.', is located at the bottom center of the page. The ink is dark and the strokes are somewhat fluid.

THIRD SCHEDULE

ADDITIONAL PROVISIONS

- A.1 The Landlord acknowledges that in consideration of the Tenant entering into this Agreement the Landlord shall ensure that the design for the Premises shall be based upon the Design Brief which consists of a document titled "Design Brief" and dated 5 August 2010, together with plans and drawings comprised in the Fifth Schedule to this Agreement, all of which document and plans and drawings are herein referred to as "the Design Brief".
- A.2 The Landlord shall not vary the Design Brief in any particular for any reason whatsoever without the prior consent in writing of the Tenant, which consent can be either granted or refused or granted upon conditions in the absolute discretion of the Tenant.
- A.3 In the event that any Development Consent or any other necessary authorisation for the carrying out of the Landlord's Works (and the development of the Premises) contains a condition which has the effect of varying the Design Brief in such a way as to be unacceptable to the Tenant in its absolute discretion, then, if the Landlord is unable to have such condition varied (on appeal or otherwise) to make such condition acceptable to the Tenant, the Tenant shall be entitled upon written notice to the Landlord to determine this Agreement whereupon neither party shall have any rights against the other except for antecedent breaches. Without limiting the generality of the foregoing, the Tenant agrees to cooperate in a bona fide way with the Landlord in an effort to have elements in any Development Consent or in any other necessary authorisation modified to the satisfaction of the Tenant.
- A.4 Without limiting the generality of the foregoing, the Tenant agrees to cooperate in a bona fide way with the Landlord to incorporate the elements of the Design Brief in such a way as to fit into a mall-type design as contrasted to a freestanding ALDI store design provided that nothing herein shall be taken in any way to negate or diminish the Tenant's right to exercise its absolute discretion in respect of those elements in the Design Brief which the Tenant considers fundamental to the carrying on of the Tenant's business as an ALDI store.
- B.1 The Landlord acknowledges and agrees that the Tenant has entered into this Agreement for Lease on the basis that the Premises will be, when constructed:
- a) in a position of prominence within the proposed Centre to be constructed on the Land;
 - b) within the fresh food precinct of the Centre;
 - c) in a position where the main entrance to the Premises will not be further than thirty (30) metres from the entrance to other supermarket retailers;
 - d) have a shop frontage fronting the mall of not less than twenty (20) metres wide on the basis that a front entry store design is to be implemented.
- C.1 The Landlord must ensure that the Premises, when constructed, allow the Tenant's staff and customers to have convenient access to the car park of the Centre and in the event that travelators are installed, access to such travelators must be in close vicinity to the entrance to the Premises.
- 

- D.1 The Landlord and the Tenant agree that the Tenant's plans for the Tenant's Works as contemplated in Clause 8 shall be modified as reasonably required to conform with the position of the Premises in the proposed Centre.
- E.1 The Landlord shall at its cost be responsible for any modifications to the Tenant's Works as may be reasonably necessary for incorporation into the proposed Centre (including but not limited to) fire sprinklers, hose reels, exit door, smoke detection devices, any other fire-related services and otherwise any installation or service which is required from time to time to deal with an emergency.
- F.1 Notwithstanding any other provision herein contained or implied to the contrary, in the event that upon the date of commencement of the Term all shops in the Centre have not opened for the bona fide carrying on of business (whether or not a lease has been entered into in respect of any particular shop), the Tenant shall not be obliged to pay any more than Fifty per cent (50%) of the rent herein reserved from the date of commencement of the Term until a date when Fifty per cent (50%) of the shops in the Centre are bona fide open for trading and are in fact trading pursuant to a lease for a term of not less than three (3) years.
- F.2 A certificate under the hand of the Landlord certifying that Fifty per cent (50%) of the businesses in the Centre are trading as contemplated in clause F.1 hereof shall be conclusive evidence of the fact, save for manifest error.

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FOURTH SCHEDULE

LEASE

000491

Landlord

- to -

ALDI FOODS PTY LIMITED
Tenant

LEASE

Premises: CASEY ACT

CARROLL & O'DEA
Lawyers
Level 18
111 Elizabeth Street
SYDNEY NSW 2000
Tel: 02 9291 7100
Fax: 02 9221 1117
Ref: jkb/aldi/casey/102765



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SOLICITOR'S CERTIFICATE
LEASES (COMMERCIAL & RETAIL) ACT 2001

I,

(Name of solicitor)

of

(Name of firm)

.....

(Address of Firm)

certify:

1. I am a solicitor currently admitted to practise in an Australian jurisdiction.
2. I am giving this certificate under Section 30 of the Leases (Commercial & Retail) Act 2001 (Act) for the proposed lease between (Lessor) and ALDI Foods Pty Limited (Lessee) of the premises known as
3. I do not act for the Lessor.
4. At the request of the Lessee, before the Lessee entered into the lease, I explained to the Lessee or authorised representative of the Lessee, the effect of Section 30 of the Act and I made the Lessee aware of the time limits under Section 30 and the Lessee informed me that the Lessee had chosen to waive the time limits or to vary them to accord with the actual date on which the Lessor gave the Lessee the Disclosure Statement.

Dated:

.....

Signature of

This and the following [] pages comprise the Annexure "A" being part of the Lease between [] as Landlord and ALDI FOODS PTY LIMITED as Tenant and dated the [] day of [], 2010.

1. DEFINITIONS AND INTERPRETATION

In the interpretation of this lease including the recitals and the schedules:

1.1 the following expressions have the following meanings:

"Act" means the Leases (Commercial and Retail) Act 2001.

"Agreement for Lease" means the agreement for lease between the parties in relation to the Premises in accordance with which this Lease is entered into.

"ALDI Store" means a typical ALDI store in Australia.

"Business Day" means any day other than a Saturday, Sunday or public holiday.

"Centre" means the shopping centre named in Item 13 and includes the Land described in Item 14 upon which the Centre is erected, the Premises, Common Areas and all structures on the Land.

"Centre Rules" means the rules set out in Annexure A and any additions or amendments made thereto from time to time.

"Commencement Date" means the date in Item 5.

"Common Areas" means all those parts of the Centre not leased to any person and intended for use by the public or by the tenants of the Centre and their employees, agents, contractors, invitees and customers.

"Core Trading Hours" means those hours specified in Item 15.

"Exclusion Zone" means the area shown as an exclusion zone in the plan in Annexure B.

"GST" means GST within the meaning of the GST Act.

"GST Act" means A New Tax System (Goods and Services Tax) Act 1999 (as amended).

"Item" means an Item in the Schedule to this lease.

"Land" means the Land described in Item 14 together with any adjoining Land used at any time for the purposes of the Centre.

"Landlord" means the person named in Item 1, or any other person who will be entitled to possession of the Premises when this lease ends.

"Landlord's Installations" means the installations of the Landlord in the Premises or the Centre and those installed by the Landlord after the lease starts and including the installations listed in Item 8.



"lease" means this sub-lease unless the context otherwise demands.

"Lettable Area" means gross lettable area of premises measure in accordance with the method set out in the "Gross Lettable Area – Retail" (GLAR) section of the Property Council of Australia "Method of Measurement for Lettable Area" issued March 1997, and to remove any doubt excluding all licensed areas, Exclusion Zone/s and areas outside the shopfront of the Premises.

"Market Review Date" means the first day of each further Term of this lease and the first day of any year of the Term identified in Item 7 as a market review pursuant to clause 11.

"Mechanical Services" means all and any heating, air-conditioning, mechanical, exhaust or ventilation equipment, fire detection and protection equipment, lifts, escalators and other plant, machinery or equipment installed by the Landlord in the Centre or the Premises.

"Premises" means that part of the Centre leased to the Tenant as described in Item 3, the boundaries of which extend from the internal surfaces of all walls, the upper side surface of the floor slab and the under side surface of the roof, and the Landlord's Installations.

"Rent" means the amount in Item 7, or as varied in accordance with this lease.

"Tenant" means the person named in Item 2 or any person to whom the lease has been transferred.

"Tenant's Agents" means the Tenant's employees, agents, contractors, sub-tenants, licensees, concessionaires and, while they are on the Premises, the Tenant's customers and visitors.

"Tenants' Installations" means the installations listed in Item 9 and those installed by the Tenant after the lease starts.

"Tenants Trading Hours" means those hours set out in Item 16.

"Term" means the period stated in Item 4.

"Termination Date" means the date in Item 6.

"Valuer" means a person duly registered or licensed to practise as a valuer and having had at least 5 years experience in the valuation of retail and/or commercial premises.

- 1.2 References to laws include regulations, instruments, by-laws and all other subordinate legislation or orders made by any authority with jurisdiction over the Premises. Illegal means contrary to a law as defined in this sub-clause.
- 1.3 This lease must be interpreted so that it complies with all laws applicable in the Australian Capital Territory. If any provision of this lease does not comply with any

law, then the provision must be read down so as to give it as much effect as possible. If it is not possible to give the provision any effect at all, then it must be severed from the rest of the lease.

- 1.4 The law of the Australian Capital Territory applies to this lease.
- 1.5 Any change to this lease must be in writing and signed by the parties.
- 1.6 An obligation imposed by this lease on or in favour of more than one person binds or benefits all of them jointly and each of them individually.
- 1.7 The use of one gender includes the others, and the singular includes the plural and vice versa.
- 1.8 If the Landlord or Tenant is an individual, this lease binds that person's legal personal representative. If any of them is a corporation, this lease binds its transferees.
- 1.9 This lease operates as a deed.
- 1.10 Where this lease requires the Tenant do or refrain from doing something, the Tenant is required to ensure that the Tenant's Agents do or refrain from doing the thing, as the case may be.
- 1.11 A reference to a clause, schedule or annexure is a reference to a clause or schedule of this lease.
- 1.12 The covenants and powers implied in every lease or sub-lease by virtue of the Land Titles Act, 1925 shall not apply to or be implied in this lease except insofar as the same or some part or parts thereof are included in the covenants hereinafter contained.

2. TENANT'S OBLIGATIONS

- 2.1 The Tenant must:
 - (a) pay the Rent without any deductions to the Landlord monthly in advance on the first day of the month. No demand for Rent is necessary, and the Landlord may direct in writing that the Rent be paid to another person;
 - (b) pay when due all charges for the provision of services to the Premises, including gas, electricity, water and telephone;
 - (c) pay when due the expenses of operating, maintaining and repairing any heating, cooling or air conditioning equipment exclusively serving the Premises, but excluding expenses of a capital nature;
 - (d) comply with the Landlord's reasonable requirements in relation to any of the Landlord's Installations or any services provided by the Landlord;

- (e) pay on demand interest at the rate being the rate per annum charged by the Landlord's bankers for overdraft accommodation for amounts exceeding \$100,000.00 for the time being plus 2% on any Rent or other money which the Tenant has not paid within 5 Business Days of the due date. Interest is to be calculated daily from the due date and continues until the overdue money is paid;
- (f) pay on demand the Landlord's reasonable expenses of:
 - (i) change, transfer, surrender or ending of this lease, except at the end of the Term or where the change occurs at the Landlord's request;
 - (ii) the subletting of the Premises;
 - (iii) any breach of this lease by the Tenant;
- (g) pay stamp duty and registration fees payable on this lease;
- (h) comply with all laws relating to the use or occupation of the Premises.

2.2 The Tenant must not, and must not let anyone else:

- (a) use the Premises except for the permitted use stated in Item 10;
- (b) use the Premises for any illegal purpose;
- (c) carry on any noxious or offensive activity on the Premises;
- (d) do anything which might cause nuisance, damage or disturbance to a tenant, occupier or owner of any adjacent property;
- (e) conduct an auction or public meeting on the Premises;
- (f) use radio, television or other sound-producing equipment at a volume that can be heard outside the Premises;
- (g) keep or use chemicals, inflammable fluids, acids, or other hazardous things on the Premises except for the permitted use, or create fire hazards;
- (h) install any fixtures or fittings, except those necessary for the permitted use, without the Landlord's written consent;
- (i) except in an emergency, interfere with any of the services or equipment in the Premises or in any property of which the Premises form part.

2.3 The Tenant must:

- (a) take out and keep current a public risk insurance policy with a limit of liability of not less than \$20,000,000.00 or such other sum reasonably specified from time to time by the Landlord, for any one occurrence except for products which are limited to \$20,000,000.00 in the aggregate for all occurrences during the period of insurance; and

- (b) produce satisfactory evidence of insurance cover on written request by the Landlord.

2.4 If the Tenant produces to the Landlord a certificate of currency of any global policy of insurance effected by the Tenant covering the risks outlined in clause 2.3, the Tenant shall be deemed to comply with the provisions of clause 2.3.

3. REPAIRS AND MAINTENANCE

3.1 Except for fair wear and tear and subject to clause 3.3, the Tenant must keep the Premises properly cleaned, repaired and maintained. The Tenant must also comply with all notices or orders of any authority affecting the Premises which are issued during the Term.

3.2 In addition to its obligations under clause 3.1, the Tenant must:

- (a) keep the Premises properly cleaned and free from rubbish, keep waste in proper containers and have it removed regularly;
- (b) immediately replace glass which becomes cracked or broken with glass of the same thickness and quality;
- (c) immediately repair defective windows, lights, doors, locks and fastenings;
- (d) maintain in working order all plumbing, drainage, gas, electric, solar and sewerage installations and fire protection apparatus in the Premises;
- (e) promptly give written notice to the Landlord or the Landlord's agent of:
 - (i) damage to the Premises or of any defect in the structure of or any of the services to the Premises;
 - (ii) service by any authority of a notice or order affecting the Premises;
 - (iii) any hazards threatening or affecting the Premises;
 - (iv) any hazards arising from the Premises for which the Landlord might be liable;
- (f) immediately make good damage caused to adjacent property by the Tenant or the Tenant's Agents;
- (g) subject to the reasonable requirements of the Tenant, permit the Landlord, its agents or workmen, bringing any necessary equipment, to enter the Premises outside normal business hours of the Tenant, after giving reasonable notice except in cases of emergency:
 - (i) to carry out repairs or agreed alterations; and
 - (ii) to do anything necessary to comply with notices or orders of any authority;
- (h) carry out repairs within a reasonable time of being served with a written notice of any defect or lack of repair which the Tenant is obliged to make good under this lease. If the Tenant does not comply with the notice, the

Landlord may carry out the repairs and the Tenant must repay the cost to the Landlord on demand;

- (j) take all precautions required by law against fire, but not if this requires structural alterations or installation of equipment unless they are required by a change in the nature of the Tenant's use of the Premises after the Commencement Date;
- (k) comply with all reasonable directions of the Landlord or the insurer of the Premises as to the prevention, detection and limitation of fire;
- (l) on vacating the Premises, remove all signs and make good any damage caused by the removal;
- (m) take reasonable precautions to secure the Premises and their contents from theft and keep all doors and windows locked when the Premises are not in use;
- (n) permit the Landlord or its agent access to the Premises in the presence of the Tenant or a representative of the Tenant at reasonable times by appointment to show the Premises:
 - (i) to prospective purchasers at any time during the Term; and
 - (ii) to prospective tenants within 3 months before the end of the Term;
- (o) permit the Landlord or its agents to enter the Premises during normal business hours to inspect the Premises after giving not less than 5 Business Days written notice.

3.3 The Tenant is not obliged to carry out structural repairs or make payments of a capital nature unless the need for them results from:

- (a) negligence by the Tenant or the Tenant's Agents; or
- (b) failure by the Tenant to perform its obligations under this lease; or
- (c) a change in the Tenant's use of the Premises after the Commencement Date.

4. LEASE TRANSFERS AND SUBLETTING

- 4.1 The Tenant must not transfer this lease or sublet the Premises without the Landlord's written consent.
- 4.2 The Landlord must not unreasonably withhold consent to a transfer of this lease or a sublease of the Premises if the Tenant has complied with the requirements of clause 4.3.
- 4.3 To obtain the Landlord's consent to a transfer or sublease the Tenant must:
 - (a) ask the Landlord in writing to consent to the transfer or sublease,

- (b) give the Landlord:
 - (i) in relation to each proposed new tenant or sub-tenant, such information as the Landlord reasonably requires about its financial resources and business experience; and
 - (ii) a copy of the proposed document of transfer or sublease;
- (c) remedy any breach of the lease which has not been remedied and of which the Tenant has been given notice.

4.4 If:

- (a) the Tenant has complied with clause 4.3; and
- (b) the Landlord fails to respond by giving or withholding consent within 20 Business Days;

then the Landlord is to be taken as having consented. The Landlord may request any additional information reasonably required to enable it to make a decision.

- 4.5 If the Landlord consents to the transfer or sublease, the Landlord, Tenant and new tenant or sub-tenant must execute the documents submitted under sub-clause 4.3(b)(ii). The new tenant or sub-tenant must execute a deed binding them to carry out the obligations of the Tenant under this lease.
- 4.6 The Tenant must pay the Landlord's reasonable expenses incurred in connection with an application for consent or the granting of consent and the completion of the documents, as well as any stamp duty on the documents.
- 4.7 The Tenant must not give up possession or share occupancy of the Premises or grant a licence to anyone else without the Landlord's written consent.
- 4.8 The obligations to the Landlord of every tenant who has transferred this lease continued until this lease ends. They do not continue into any period of overholding after this lease ends, nor into any renewed Term. At those times they are the responsibility only of the tenant in possession. This clause does not prevent the Landlord from enforcing rights which arise before this lease ends.

5. GENERAL AGREEMENTS BETWEEN LANDLORD AND TENANT

- 5.1 When the Term ends, the Tenant must return possession of the Premises to the Landlord in clean and repaired condition as required by this lease.
- 5.2 The Tenant may, within 15 Business Days after the determination of the Term, remove the Tenant's Installations (excluding the floor tiles installed in the Premises) and other property from the Premises and the Centre and make good any damage caused in removing it. Without limiting the generality of the foregoing, the Tenant may remove the Tenant's identifying trade image as an ALDI Store, including signage, other trademarks, panels and any pylon sign installed by the Tenant. For each day the Tenant occupies the Premises for the purposes of this clause 5.2, the

Tenant shall pay to the Landlord a licence fee equivalent to the daily rate of the Rent at the time of the Termination of the Term.

- 5.3 If the Tenant does not remove the Tenant's Installations or any of its other property from the Premises or the Centre within 15 Business Days after the determination of the Term, then unless the Landlord and Tenant agree otherwise, the property not removed will be considered abandoned and will become the property of the Landlord. To remove doubt the Tenant may leave any or all of the Tenant's Installations on the Premises or the Centre at the end of the lease.
- 5.4 The Tenant indemnifies the Landlord against any claim resulting from any act or failure to act by the Tenant or the Tenant's Agents while using the Premises.
- 5.5 The Tenant:
- (a) uses and occupies the Premises at its own risk; and
 - (b) releases the Landlord from and indemnifies the Landlord against all claims resulting from accidents occurring on the Premises, except in those cases where the accident is caused by the Landlord or a person for whom the Landlord is responsible.
- 5.6 The Tenant will be released from all obligations and claims under the lease as at the date 3 months after the Termination Date save for any claims specifically notified to the Tenant prior to that date.

6. LANDLORD'S OBLIGATIONS

- 6.1 The Landlord must give the Tenant quiet possession of the Premises without any interruption by the Landlord or anyone connected with the Landlord, as long as the Tenant does what it must under this lease.
- 6.2 The Landlord must take out and keep current policies of insurance against damage to and destruction of the Centre, for its full replacement value, from fire, storm, flood, tempest, lightning, explosion, riot, strikes, civil commotion, malicious damage, impact by vehicles or aircraft or articles dropped therefrom, and other usual and necessary risks.
- 6.3 The Landlord shall not materially inhibit or permit to be materially inhibited access to or traffic flow to the Premises of the Tenant's employees, contractors, agents or any customer of the Tenant without the prior consent in writing of the Tenant, which consent is not to be unreasonably withheld.
- 6.4 The Landlord must use its best reasonable endeavours to ensure that any services under the Landlord's control provided to the Centre are working efficiently 24 hours a day.
- 6.5 The Landlord will not be liable to the Tenant for any loss or damage suffered by the Tenant arising from any malfunction of or interruption to the water, gas, electrical, telephone, plumbing, air-conditioning equipment, fire prevention equipment, sprinkler system or any other services to the Premises, or the blockage of any sewers.

drains, gutters or downpipes, except to the extent that the loss or damage is caused or contributed to by an act or omission of the Landlord or the Landlord's employees, contractors or agents.

- 6.6 The Landlord must keep the Centre in good structural order and condition.
- 6.7 The Landlord must keep the Mechanical Services in good order and repair.
- 6.8 The Landlord must keep the structure (including the external faces and roof) of the building which includes the Premises in a sound and watertight condition, but, is not responsible for repairs which are the responsibility of the Tenant under clause 3.3.
- 6.9 Without limiting clauses 6.6 to 6.8, the Landlord must:
 - (a) ensure the Centre is regularly cleaned and no rubbish or discarded items are left at the Centre; and
 - (b) maintain all gardens and landscaping in the Centre including pruning of trees and shrubs.
- 6.10 The Landlord must, at the Landlord's expense, obtain the written unconditional consent to this lease of all relevant mortgagees or charge holders.
- 6.11 Nothing in clause 6 will require the Landlord to carry out any work or make it liable in any way where any repairs to the Centre, the Premises or the Mechanical Services are required because:
 - (a) the Tenant has not complied with this lease; or
 - (b) of any damage caused by the Tenant or the Tenant's Agents.
- 6.12 The Landlord must pay all Centre outgoings and all other costs payable with respect to the ownership and use of the Centre other than any cost which the Tenant is specifically required to pay in accordance with this Lease.
- 6.13 Should the Landlord sell, transfer or assign its interest in the Premises, the Landlord shall within 15 Business Days of the completion of such sale, transfer or assignment notify the Tenant in writing of the date thereof and the name and address of the purchaser, transferee or assignee of the Landlord's interest in the Premises.

7. EVENTS OF DEFAULT AND LANDLORD'S RIGHTS

- 7.1 The Landlord may re-enter the Premises and end this lease if:
 - (a) the Tenant does not pay the Rent for 10 Business Days after being given written notification that the Rent is due but unpaid; or
 - (b) the Tenant does not meet its obligations under this lease; or
 - (c) the Tenant is a corporation and:

- (i) an order is made or a resolution is passed to wind it up except for reconstruction or amalgamation, or
- (ii) goes into liquidation, or
- (iii) is placed under official management, or
- (iv) has a receiver, including a provisional receiver or receiver and manager of any of its assets or an administrator appointed, or
- (v) has an inspector appointed under the Australian Securities and Investments Commission Act, or
- (vi) without the Landlord's written consent, there is a different person in effective control of the Tenant as a result of changes in:
 - (A) membership of the company or its holding company;
 - (B) beneficial ownership of the shares in the company or its holding company;
 - (C) beneficial ownership of the business or assets of the company,but this paragraph does not apply if the Tenant is a public company listed on the Australian stock exchange, or a subsidiary of one.

"Effective Control" means the ability to control the composition of the board of directors or having more than 50% of the shares giving the right to vote at general meetings, or

- (d) a warrant issued by a court to satisfy a judgment is not satisfied within 20 Business Days of being issued.

- 7.2 Re-entry by the Landlord ends this lease, but the Landlord retains the right to sue the Tenant for unpaid money or for damages for breaches of its obligations under this lease.
- 7.3 Breach by the Tenant of any of the following clauses of this lease is a breach of an essential term: 2.1(a), 2.2(a), 2.2(b), 2.3, 3.1, 3.2(c), 3.2(g), 3.2(h), 3.2(j), 4.1 and 4.7.
- 7.4 Before terminating the lease for repudiation, a party must give to the other written notice of the breach and a period of 10 Business Days in which to remedy it.
- 7.5 Even though the Landlord does not exercise its rights under this lease on one occasion, it may do so on any later occasion.
- 7.6 For such time as Hofer Kommanditgesellschaft remains the beneficial owner of more than 50% of the shares in the Tenant, clause 7.1(c)(vi) of this lease shall not apply.

8. DESTRUCTION OR DAMAGE

- 8.1 If any part of the Premises or the Centre or both are damaged or destroyed so that the Premises cannot be used or accessed for the permitted use, the Rent is to be suspended until the Premises are again able to be used and accessed for the permitted use.
- 8.2 If the Premises are partly damaged but not substantially destroyed, the Landlord must reinstate the Premises as soon as reasonably practicable.

8.3 If the Premises or the Centre or both are wholly or substantially destroyed:

- (a) the Landlord is not obliged to reinstate the Premises or the Centre; and
- (b) if:
 - (i) reinstatement does not start within 3 months; or
 - (ii) is not complete within a reasonable time not exceeding 12 months from the date of destruction;

the Landlord or the Tenant may end this lease by giving the other written notice.

8.4 The Tenant will not be entitled to suspension of Rent under sub-clause 8.1 nor to end the lease under sub-clause 8.3(b) if payment of an insurance claim is properly refused in respect of the damage or destruction because of any act or omission by the Tenant or the Tenant's Agents, and the Landlord will not be obliged to reinstate the Premises under clause 8.2.

8.5 If there is a dispute under this clause, either party may request the senior office-bearer of the Australian Property Institute – Australian Capital Territory Division to nominate a practising Valuer member of that Institute to determine the dispute as an expert.

9. CONSENTS

The Landlord must not unreasonably withhold its consent to any act by the Tenant which needs consent unless any other clause provides otherwise, but the Landlord may impose reasonable conditions before consenting.

10. OVERHOLDING AND ABANDONMENT OF THE PREMISES

10.1 If the Tenant remains in possession of the Premises without objection by the Landlord after the end of the Term:

- (a) the Tenant, without any need for written notice of any kind, is a monthly Tenant on the conditions in this lease, modified so as to apply to a monthly tenancy;
- (b) either party may end the tenancy by giving one month's written notice to the other at any time;
- (c) the monthly Rent starts at one twelfth of the annual Rent which the Tenant was paying immediately before the Term ended, unless a different Rent has been agreed; and
- (d) the Landlord may increase the monthly Rent by giving the Tenant one month's written notice.

10.2 If the Tenant vacates the Premises during the Term, whether or not it ceases to pay Rent:

- (a) the Landlord may:
 - (i) accept the keys;
 - (ii) enter the Premises to inspect, maintain or repair them; or
 - (iii) show the Premises to prospective tenants or purchasers without this being re-entry or waiver of the Landlord's rights to recover Rent or other money under this lease;
- (b) this lease continues until a new tenant takes possession of the Premises, unless the Landlord:
 - (i) accepts a surrender of the lease; or
 - (ii) notifies the Tenant in writing that a breach by the Tenant is being treated as a repudiation of the lease; or
 - (iii) ends the lease by re-entry.

11. RENT REVIEWS TO MARKET

11.1 In this clause "review period" means the period following each Market Review Date until the next review date or until the end of this lease. The review procedure on each Market Review Date is:

- (a) Each review of Rent may be initiated by either party.
- (b) A party may initiate a review by giving the other party, not more than 9 months nor less than 6 months before the relevant Market Review Date a written notice stating the current market Rent which it proposes as the Rent for the review period. Unless the Act applies, if the party receiving the notice does not object in writing to the proposed Rent within 15 Business Days, it becomes the Rent for the review period.
- (c) If the party receiving the notice serves an objection to the proposed Rent within 15 Business Days and the parties do not agree on the Rent within 15 Business Days after the objection is served the parties must appoint a Valuer to determine the current market Rent.

If the parties do not agree within 15 Business Days after the objection is served, on the name of the Valuer, the Valuer must be nominated by the senior office-bearer of the Australian Property Institute – Australian Capital Territory Division, at the request of either party.

- (d) In determining the current market Rent for the Premises the Valuer must:
 - (i) consider any written submissions made by the parties within 15 Business Days of their being informed of the Valuer's appointment;
 - (ii) determine the current market Rent as an expert;

- (iii) assume that the Premises are available to be leased on the same conditions as those contained in this lease including any options for renewal, but with a tenant in possession;
 - (iv) take into account the conditions of this lease including the permitted use;
 - (v) assume that the Tenant has met all its obligations under this lease;
 - (vi) ignore the Tenant's Installations and all improvements made by the Tenant to the Premises without obligation to do so;
 - (vii) ignore the goodwill of the Tenant's business; and
 - (viii) take into account current market rents for comparable Premises in the locality.
- (e) The Valuer must make the determination of the current market Rent and inform the parties in writing of the amount of the determination and the reasons for it as soon as possible after the end of the 15 Business Days allowed for submissions by the parties.
- (f) If:
- (i) no determination has been made within 30 Business Days of the parties:
 - (A) appointing the Valuer; or
 - (B) being informed of the Valuer's appointment; or
 - (ii) the Valuer resigns, dies, or becomes unable to complete the valuation;

then the parties may immediately appoint a replacement Valuer in accordance with sub-clause 11.1(c).

- 11.2 The Valuer's determination binds both parties.
- 11.3 The Landlord and Tenant must bear equally the Valuer's fee for making the determination. If either party pays more than half the fee, the difference may be recovered from the other party.
- 11.4 Until the determination is made by the Valuer, the Tenant must continue to pay the same Rent as before the Market Review Date. Within 5 Business Days of being informed of the Valuer's determination, the parties must make any necessary adjustments.
- 11.5 No Rent review may take place unless started within 12 months after any review date, but otherwise a delay in making a Rent review does not prevent the review from taking place and being effective from the review date.
- 11.6 The parties acknowledge that the Rent may increase or decrease following review to market in accordance with this clause 11 depending on the movement in the market rent PROVIDED ALWAYS HOWEVER that the Rent following review to market shall not be more than 108% nor less than 92% of the annual Rent payable in the year immediately prior to the relevant review.

12. FURTHER TERM(S)

12.1 The Landlord must renew this lease for the further term or terms stated in Item 12 if:

- (a) there is no unremedied breach of this lease by the Tenant of which the Landlord has given the Tenant written notice;
- (b) the Tenant has not persistently committed breaches of this lease of which the Landlord has given notice during the Term; and
- (c) the Tenant has requested the renewal in writing not more than 6 months nor less than 3 months before the end of the Term.

12.2 The renewed lease:

- (a) starts on the date after this lease ends;
- (b) has a starting Rent equal to the Rent payable during the last year of the Term, or if the Rent has been reviewed to current market rent under clause 11 then the starting Rent is the Rent determined under that clause; and
- (c) must contain the same terms as this lease but:
 - (i) the number of further terms in Item 12 is reduced by one; and
 - (ii) with no option for renewal after the last option for a further term stated in Item 12 has been exercised.

12.3 The Landlord must notify the Tenant in writing not more than 12 months nor less than 6 months before the end of the Term of the date after which the Tenant no longer has the right to renew this lease for a further term.

12.4 If the Landlord fails to give the notice required by clause 12.3 within the time specified in that clause this lease is taken to provide that:

- (a) the date after which the Tenant no longer has the right to renew this lease is instead 6 months after the Landlord notifies the Tenant as required by clause 12.3;
- (b) the lease continues until the date stated in the notice which must be at least 6 months after the Landlord notifies the Tenant as required by clause 12.3 on the same terms and conditions as applied immediately before the lease Term ends; and
- (c) at any time before the Landlord notifies the Tenant as required by clause 12.3, the Tenant may give written notice to the Landlord terminating the lease from a specified day that is on or after the date on which the Term of the lease ends and before the date until which the lease would otherwise have continued because of the operation of clause 12.4(b).

12.5 If the Tenant gives the Landlord a notice of termination under clause 12.4(c), the lease ends on the day specified in the notice.

- 12.6 Clauses 12.3, 12.4 and 12.5 do not apply if the Tenant gives a notice of renewal pursuant to clause 12.1 before the Landlord gives notice to the Tenant pursuant to clause 12.3 or clause 12.4.
- 12.7 The Tenant may give notice in writing to the Landlord, at any time within 6 months before and 3 months before the last day when the right of renewal may be exercised under clause 12.1.3, requesting the market rent to be determined for the first year of the further term in accordance with the procedure set out in clause 11. For each day the determination of the market rent is delayed beyond one month before the last day when the right of renewal may be exercised under clause 12.1.3, by something beyond the reasonable control of the Tenant, the last day when the right of renewal may be exercised under clause 12.1.3 shall be extended by one day. The parties shall bear equally the cost of determination of the market rent whether or not the Tenant exercises its right of renewal.

13. NOTICES

- 13.1 A notice given under this lease must be in writing and may be given by post, by facsimile, or by delivery:
- (a) to the Landlord at:
 - (i) its registered office; or
 - (ii) any other address of which written notification shall have been given;
 - (b) to the Tenant at:
 - (i) its address appearing in this lease; or
 - (ii) any other address of which written notification shall have been given.
- 13.2 Posted notices will be taken to have been received 2 Business Days after posting.
- 13.3 Notices delivered or sent by facsimile after 5:00 pm will be taken to have been received at 9:00 am on the next Business Day at the place where it is received.
- 13.4 Notices will be regarded as effective if signed for and on behalf of a party by its lawyers or, if the part is a corporation, by a director or duly authorised officer of the corporation.

14. GST

- 14.1 Expressions used in this clause 14 and in the GST Act have the same meanings as when used in the GST Act.
- 14.2 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.

- 14.3 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 14.2 on account of the Landlord's GST liability.
- 14.4 A party is not obliged, under clause 14.2 to pay the GST on a taxable supply to it under this lease, until given a valid tax invoice for the supply.

15. CONSUMER PRICE INDEX

- 15.1 "Consumer Price Index" means the index published by the Australian Government Statistician under the heading "All Groups" for the Australian Capital Territory.

"Rent adjustment date" means the first day of a year specified in Item 7 or Item 12 as a year whose Rent will be fixed by reference to the Consumer Price Index.

"Review date" means a date specified in Item 11.

- 15.2 An adjustment of Rent by reference to the Consumer Price Index is made using the following formula:

$$AR = R \times \frac{CPIB}{CPIA}$$

where: AR means adjusted Rent;
 R means Rent before adjustment;
 CPIB means the Consumer Price Index figure for the quarter preceding the relevant Rent adjustment date; and
 CPIA means the Consumer Price Index figure for the quarter preceding the most recent previous Rent adjustment date or Review date or, where there is no previous Rent adjustment date or Review date, the quarter preceding the start of the Term.

- 15.3 If CPIB is not published until after the Rent adjustment date, the adjustment is made when it is published but the adjustment takes effect from the relevant Rent adjustment date. In the meantime, the Tenant must continue to pay the Rent at the old rate and, when the adjustment is made, the Tenant must immediately pay the shortfall or the Landlord must immediately repay the excess, as the case may be.
- 15.4 If the base of the Consumer Price Index is changed between the two comparison dates an appropriate compensating adjustment must be made so that a common base is used.
- 15.5 If the Consumer Price Index is discontinued or suspended then the calculation is to be made using whatever index is substituted for it. If no other index is substituted for it, the calculation is to be made using the index or calculation which the senior office-bearer of the Australian Property Institute – Australian Capital Territory Division (acting as an expert and not as an arbitrator) decides is appropriate in the circumstances. This decision is binding.

- 15.6 The parties acknowledge that the Rent may increase or decrease following adjustment by reference to the Consumer Price Index in accordance with this clause 15 depending on the movement in the Consumer Price Index.

16. LIQUOR LICENCE

- 16.1 The Landlord agrees to consent to any application of the Tenant for any liquor licence in relation to the Premises including any application of the Tenant for any planning permit required for any such licence, and the Landlord agrees not to object to such applications.
- 16.2 The Landlord must sign all documents and do all such things as the Tenant or any person nominated by the Tenant reasonably requires (at the cost and expense of the Tenant) to assist the Tenant in obtaining any liquor licence sought by the Tenant.
- 16.3 Any liquor licence obtained by the Tenant relating to the Premises is the property of the Tenant.

17. CONFIDENTIALITY

- 17.1 The parties acknowledge and agree that each party's Confidential Information is confidential to each respective party and is the property of each respective party. Subject to clause 17.2, each party undertakes not to disclose the Confidential Information to any person except:
- (a) to employees, legal advisers, auditors and other consultants of the party or its related bodies corporate requiring the information for the sole purposes of this lease; or
 - (b) with the prior written consent of the party who supplies the information; or
 - (c) if the information is, at the date of this lease, lawfully in the possession of the recipient of the information through sources other than the party who supplied the information; or
 - (d) if required by law or a stock exchange; or
 - (e) if strictly and necessarily required in connection with legal proceedings relating to this lease; or
 - (f) if the information is generally and publicly available other than as a result of breach of confidence by the person receiving the information.
- 17.2 Each party further undertakes not to reproduce, modify, amend or publish, or allow to be reproduced, modified, amended or published any of the other party's registered or unregistered trade marks or logos without the prior written consent of that other party.
- 17.3 In this clause 17 "Confidential Information" means, in relation to a party, all copyright, registered and unregistered trade marks, logos, registered and unregistered designs, patents, trade secrets, ideas, concepts, know-how, knowledge and any other

information, whether in writing or otherwise, relating to any of that party's products, services, systems, affairs, businesses, strategies, customers or employees, whether owned by, licensed to, or otherwise in possession or control of that party, which are disclosed to the other party by that party or otherwise obtained by the other party, its employees, agents, or contractors under, in contemplation of or in connection with this lease, and includes the terms of this lease.

18. REPRESENTATIONS

The Tenant acknowledges and declares that, except as contained in the Agreement for Lease, this document and any disclosure statement provided by the Landlord, no promise, representation, warranty or undertaking, either express or implied, has been given by or on behalf of the Landlord, or arisen as to the suitability of the Premises or any business to be carried on therein by the Tenant, or as to the use or purpose to which the Premises may lawfully be put, or otherwise as to any business that may lawfully be carried on in the Premises, and notwithstanding that the Tenant may have made known to the Landlord or any person acting for it the nature of the Tenant's present business or of any other business that the Tenant wishes to carry on in the Premises.

19. ALTERATIONS TO THE CENTRE

19.1 Where in the reasonable opinion of the Tenant, any alteration or variation to the Centre will detrimentally affect the visibility of, access to or operations of the business of the Tenant on the Premises, the Landlord agrees with the Tenant not to alter the Centre without the prior written consent of the Tenant, which consent is not to be unreasonably withheld.

19.2 Except in the case of emergency, when the Landlord carries out repairs, maintenance or alterations to the Centre which is likely to affect adversely the business of the Tenant, it must give at least 3 months' notice in writing to the Tenant of any such work and must cause as little interruption to the Tenant's use of the Premises as is reasonable in the circumstances of the work to be carried out.

19.3 Except in the case of emergency, the Landlord shall not carry out any repairs, maintenance or alterations to the Centre within 10 metres of the main entrance doors to the Premises without the prior written consent of the Tenant.

19.4 The Landlord must ensure at all times the floor strength is maintained to the strength of 11.5 kpa.

20. RULES AND REGULATIONS

20.1 The Landlord shall have the right, at any time and from time to time, to make, add to, amend, cancel or suspend the Centre Rules as, in the judgment of the Landlord, may from time to time be required for the management of the Common Areas and safety, care or cleanliness of the Centre, or for the preservation of good order therein, or for the convenience of tenants, and all such rules shall bind the Tenant upon and from the date on which notice in writing thereof is given to the Tenant by the Landlord. If there is any inconsistency between the provisions of this lease and the Centre Rules, the provisions of this lease shall prevail.

- 20.2 The Tenant must comply with the Centre Rules and any breach of the Centre Rules shall be deemed to be a breach of a covenant of this lease.

21. COMMON AREAS

- 21.1 The Tenant acknowledges that the Common Areas shall at all times be subject to the control of the Landlord, who shall have the right from time to time to establish, modify and enforce reasonable rules and regulations with regard thereto subject to the terms of this lease.

- 21.2 Subject to the terms of this lease, the Landlord may at any time and from time to time, provided that the Landlord has given reasonable notice to the Tenant and does so in a manner so to cause as little inconvenience and interruption to the Tenant as possible:

- (a) construct, maintain and operate lighting facilities;
- (b) police the Common Areas;
- (c) restrict parking by tenants, their agents and employees in parking areas;
- (d) enter into an arrangement, by way of lease or otherwise, with the relevant municipal authority for the supervision and control of parking in the car parking areas and other appropriate parts of the Centre;
- (e) close all or any portion of the Common Areas to such extent as may, in the opinion of the Landlord, be legally sufficient to prevent a dedication thereof or the accrual of any rights to any person or the public therein;
- (f) close temporarily all or any portion of the Common Areas or facilities for the purpose of repairs or like purposes,

and do and perform such other acts in and to the Common Areas as, in the use of good business judgment, the Landlord shall consider desirable, with a view to the improvement of the convenience to and the use thereof by the customers of the tenants of the Centre and/or the advertising and/or promotion of the Centre.

- 21.3 Subject to the limitations and restrictions herein contained and any Centre Rules from time to time in force, the Landlord shall permit the Tenant and the Tenant's employees, contractors, agents, visitors, invitees and customers, in common with others having the like rights, to exercise and enjoy the right to use of the Common Areas for the respective purposes which may be designated by the Landlord from time to time.
- 21.4 The Landlord must keep the Common Areas clean and tidy during the trading hours of the Centre or the Tenant.
- 21.5 The Tenant and the Tenant's employees, contractors, agents, visitors, invitees and customers may take the Tenant's shopping trolleys through any part of the Common Areas.

- 21.6 The Landlord shall keep the Common Areas open during the Centre's Core Trading Hours and such additional periods as may be required in clause 23.
- 21.7 The Tenant shall have the right to use contractors for the collection of the Tenant's shopping trolleys in the Common Areas.
- 21.8 The Landlord must at all times provide to the Tenant and the Tenant's employees, agents and contractors access by articulated vehicles having an overall length not exceeding 19 metres and a height not exceeding 4.5 metres through the Common Areas to the loading dock area as hatched on the plan in Annexure B.
- 21.9 The Landlord must not permit any kiosk or selling to occur in the Exclusion Zone.
- 21.10 The Landlord must not install or permit to be installed in the Exclusion Zone any structure without the prior written consent of the Tenant, such consent not to be unreasonably withheld.

22. CARPARKS

- 22.1 The Landlord must not, in relation to the Centre's car parking areas:
- (a) reduce the capacity of the car parking areas;
 - (b) alter the location of the car parking areas;
 - (c) impose any parking charges on customers of the Tenant for the entry to or use of the Centre's car parking areas;
 - (d) reduce the proportion of the number of car parking spaces to the Lettable Area of the Centre; or
 - (e) alter the means of access to and egress from the car parking areas from roads adjacent to the Centre,

without the prior written consent of the Tenant, which consent is not to be unreasonably withheld.

- 22.2 Car parking areas include those shown in the car parking plan in Annexure F.
- 22.3 The Landlord must provide at least 85 car spaces within the Centre's car parking areas for the use of the Tenant's customers.
- 22.4 The Tenant and the Tenant's employees may park in the Centre's car parking areas other than "customer only" car parking areas identified in the car parking plan in Annexure F.
- 22.5 The Tenant has the right to place trolley return bays at the locations in the Common Areas identified on the plan in Annexure D and referred to in the legend forming part of that plan as "ALDI trolley bays" and at such other location in the Common Areas as the parties may from time to time agree in writing.

23. TRADING HOURS

- 23.1 The Landlord must keep the Centre open for business not less than the Centre's Core Trading Hours and must use its best endeavours to require other tenants in the Centre to trade not less than those hours. The Landlord is not required to keep the Centre open for business on any day not permitted by law or on a day that is a public holiday in the locality where the Centre is located.
- 23.2 The Tenant must keep the Premises open for business during the Tenant's Trading Hours.
- 23.3 Notwithstanding clause 23.2, the Tenant is not required to keep the Premises open for business:
- (a) outside the Core Trading Hours of the Centre; or
 - (b) on a day that is a public holiday in the locality where the Centre is located.
- 23.4 The Tenant may open the Premises for business outside the Centre's Core Trading Hours.
- 23.5 If the Tenant opens the Premises for business outside the Centre's Core Trading Hours, the Landlord shall leave open those parts of the Common Areas reasonably necessary to allow the Tenant and the Tenant's employees, contractors and customers to have access to the Premises and conveniences of the Centre.
- 23.6 Subject to clause 23.7 the Tenant must pay to the Landlord the costs incurred by the Landlord as a result of the Premises being open for business outside the Centre's Core Trading Hours. Where there are other Premises in the Centre open outside the Centre's Core Trading Hours, then the costs incurred by the Landlord shall be apportioned by the Landlord, acting reasonably, between those premises open outside the Centre's Core Trading Hours.
- 23.7 The Tenant is not required to pay costs incurred by the Landlord as a result of the Premises being open for business during the Tenant's Trading Hours.
- 23.8 On any day which is a public holiday in the locality where the Centre is located, the Tenant may open for business during such trading hours as determined by the Tenant in the Tenant's absolute discretion.

24. EMERGENCY PROCEDURES

The Tenant must comply with:

- 24.1 all notices or directions given by the Landlord or any emergency authority to install and maintain in place all baffles or other flood protection devices designed for use in the Premises within the time so notified or directed;
- 24.2 all fire, flood, emergency or other drills, whether or not such drills involve evacuation of the Premises or the Centre;

- 24.3 all notices or directions by the Landlord or any emergency authority to vacate the Premises in the event of an actual or impending situation which exposes the Premises or the Centre to danger or risk, and the Tenant must not re-enter the Premises or the Centre while prohibited from doing so by such authorities.

25. SIGNS

- 25.1 The Landlord grants to the Tenant the right to install, replace and maintain signs at the Tenant's expense, at the locations and of the descriptions set out in the plans in Annexure C and at such other locations and of the descriptions in the Centre as may be agreed by the Landlord, subject to the Tenant obtaining all necessary permits from the relevant authorities, together with all ancillary and incidental rights of entry by the Tenant and the Tenant's employees, contractors and agents for the purposes of installation, maintenance and repair of such signage and with ancillary rights to bring electricity supply cables for the purposes of illumination of such signage.
- 25.2 The Landlord shall not materially inhibit or allow to be materially inhibited visibility of any permitted sign of the Tenant on the Premises or in the Centre without the prior consent in writing of the Tenant, which consent is not to be unreasonably withheld.
- 25.3 The Landlord shall, at the Landlord's expense, install electricity supply cables to all signs of the Tenant requiring electricity supply permitted pursuant to clause 25.1.
- 25.4 Without limiting the generality of Clause 25.1, the Tenant has the right to install, replace and maintain signs in the Centre at the same locations where signage is displayed for the benefit of other tenants of the Centre occupying at least 1000 square metres.
- 25.5 The Landlord shall not give the right to any person to affix any sign or notice to any surface of the Premises.

26. LICENCES

- 26.1 The Landlord grants to the Tenant and the Tenant's employees, licensees, suppliers, contractors, agents, visitors and customers the right to use the Common Areas.
- 26.2 The Landlord grants to the Tenant and the Tenant's employees, licensees, suppliers, contractors and agents for the Term the licences set out in Annexure B together with all ancillary rights of access to the licensed areas by the Tenant and the Tenant's employees, contractors, suppliers and agents upon the terms set out in Annexure B.
- 26.3 The rights granted by the licences are in contract only and do not create any tenancy or other interest in relation to the licensed areas.
- 26.4 Each licence ends at the end of this lease.
- 26.5 The Tenant's public liability insurance required under this lease must include the licensed areas.
- 26.6 The use of the licensed areas by the Tenant is at the Tenant's risk.

- 26.7 The Tenant may assign, transfer or otherwise dispose of each licence to any person to whom this lease is assigned or otherwise disposed of, provided that the Tenant shall continue to be responsible directly to the Landlord for the due performance of its obligations under each licence, and the Tenant must not otherwise encumber, transfer or otherwise deal with the licences.

27. AIR-CONDITIONING

- 27.1 If the air-conditioning equipment has been installed by the Tenant and it exclusively services the Premises, the Tenant will maintain such equipment to a level required by the Tenant.

- 27.2 If clause 27.1 does not apply, the Landlord will:

- (a) maintain the air-conditioning system servicing the Premises in good working order and condition;
- (b) enter into, at its own cost and expense, and keep current service and maintenance contracts for the air-conditioning equipment; and
- (c) be responsible for the maintenance, repair and replacement of such equipment.

28. ADDITIONAL PROVISIONS

Any additional provisions set out in Item 17:

- 28.1 bind the parties; and
- 28.2 if inconsistent with any other provisions of this lease, override those provisions.

SCHEDULE

- Item 1: Landlord
(Clause 1.1)
- Item 2: Tenant
(Clause 1.1) ALDI FOODS PTY LIMITED
ACN 086 210 139
of 1 Sargents Road
MINCHINBURY NSW 2770
- Item 3: Premises
(Clause 1.1)
- Item 4: Term of the Lease
(Clause 1.1) 10 years starting on the Commencement Date and ending on the Termination Date.
- Item 5: Commencement Date
(Clause 1.1)
- Item 6: Termination Date
(Clause 1.1)
- Item 7: Rent
(Clause 2.1 & 15)
- | | |
|----------|-------------------------------------|
| Year 1: | \$305.00 per square metre per annum |
| Year 2: | the Rent in year 1 varied by CPI |
| Year 3: | the Rent in year 2 varied by CPI |
| Year 4: | the Rent in year 3 varied by CPI |
| Year 5: | the Rent in year 4 varied by CPI |
| Year 6: | the Rent in year 5 varied by CPI |
| Year 7: | the Rent in year 6 varied by CPI |
| Year 8: | the Rent in year 7 varied by CPI |
| Year 9: | the Rent in year 8 varied by CPI |
| Year 10: | the Rent in year 9 varied by CPI |
- "varied by CPI" means the adjustment of Rent by reference to the Consumer Price Index pursuant to clause 15.
- In no case is Rent varied by CPI to be more than the previous year's Rent increased by 4%.
- Item 8: Landlord's Installations
(Clause 1.1) All installations described in the Lessor's Works in the Lessor/Lessee Scope of Works in the Second Schedule of the Agreement for Lease.
- Item 9: Tenant's Installations
(Clause 5.2 & 5.3) All fixtures, fittings and installations installed by the Tenant prior to the Commencement Date of the Term, including without limitation, the checkout, shelving, safe, cold room, refrigeration system, airconditioning system, waste compactor and dock leveller.

- Item 10: Permitted Use
(Clause 2.2) ALDI grocery store including the sale of liquor.
- Item 11: Rent Review Dates
(Clause 11 & 15) The Rent is to be reviewed on each anniversary of the Commencement Date. On each Market Review Date the Rent is reviewed pursuant to clause 11. On all other review dates the Rent is reviewed by reference to the Consumer Price Index pursuant to clause 15.
- Item 12: Further Term
(Clause 12.1) 1 further Term of 10 years and 2 further terms of 5 years each.

A. Rent in the first further term is to be determined as follows:-

- Year 1: Market review pursuant to clause 11.
Year 2: The Rent in year 1 varied by CPI.
Year 3: The Rent in year 2 varied by CPI.
Year 4: The Rent in year 3 varied by CPI.
Year 5: The Rent in year 4 varied by CPI.
Year 6: The Rent in year 5 varied by CPI.
Year 7: The Rent in year 6 varied by CPI.
Year 8: The Rent in year 7 varied by CPI.
Year 9: The Rent in year 8 varied by CPI.
Year 10: The Rent in year 9 varied by CPI.

"varied by CPI" means an adjustment of Rent by reference to the Consumer Price Index pursuant to clause 15.

In no case is Rent varied by CPI to be more than the previous year's Rent increased by 4%.

In no case is Rent varied by market review to be more than the previous year's Rent increased by 8% nor reduced by more than 8%.

B. Rent in the second further term is to be determined as follows:

- Year 1: Market review pursuant to clause 11.
Year 2: The Rent in year 1 varied by CPI.
Year 3: The Rent in year 2 varied by CPI.
Year 4: The Rent in year 3 varied by CPI.
Year 5: The Rent in year 4 varied by CPI.

"varied by CPI" means an adjustment of Rent by reference to the Consumer Price Index pursuant to clause 15.

In no case is Rent varied by CPI to be more than the previous year's Rent increased by 4%.

In no case is Rent varied by market review to be more than the previous year's Rent increased by 8% nor reduced by more than 8%.

C. Rent in the third further term is to be determined as follows:

Year 1: Market review pursuant to clause 11.
 Year 2: The Rent in year 1 varied by CPI.
 Year 3: The Rent in year 2 varied by CPI.
 Year 4: The Rent in year 3 varied by CPI.
 Year 5: The Rent in year 4 varied by CPI.

"varied by CPI" means an adjustment of Rent by reference to the Consumer Price Index pursuant to clause 15.

In no case is Rent varied by CPI to be more than the previous year's Rent increased by 4%.

In no case is Rent varied by market review to be more than the previous year's Rent increased by 8% nor reduced by more than 8%.

Item 13: Centre
 (Clause 1.1) Casey Group Centre

Item 14: Land
 (Clause 1.1)

Item 15: Centre's Core Trading Hours
 (Clauses 23.1)

Item 16:	Tenant's Trading Hours	
(Clause 23.2)	Monday to Wednesday	9:00 am to 7:00 pm
	Thursday	9:00 am to 8:00 pm
	Friday	9:00 am to 8:00 pm
	Saturday	8:30 am to 6:00 pm
	Sunday and Public Holidays	9:00 am to 6:00 pm

Item 17: Additional Provisions
 (Clause 28)

- A. Notwithstanding any other provision herein contained or implied to the contrary, the Term shall not commence until the construction of the Centre of which the Premises forms part has been completed in all respects except for minor defects.
- B.1 Notwithstanding any other provision herein contained or implied to the contrary, the Tenant shall not be obliged to pay the Rent herein reserved until one (1) months after the Tenant has commenced to trade from the Premises.
- B.2 Additional Provisions A.1 and B.1 shall not be included in any renewal of this lease.

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ANNEXURE "A"

Centre Rules
(Clause 20)

ANNEXURE "B"

Licences
(Clause 21)

1. The loading dock area shown hatched on the plan annexed for the purposes of parking of vehicles for loading and unloading goods used in the business carried on from the Premises or for servicing the Premises or removing goods, trade waste and any other items used in connection with the Tenant's business on the Premises and for the purposes of a waste compactor and for the purposes of storage of the Tenant's waste bins.
2. The trolley bay area shown cross-hatched on the plan annexed for the purpose of storing the Tenant's shopping trolleys.
3. The refrigeration plant area shaded on the plan annexed for the purposes of the location and use of the Tenant's refrigeration, airconditioning and other plant and equipment servicing the Premises.



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ANNEXURE "C"

Tenant's Signage
(Clause 25)

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ANNEXURE "D"

Trolley Return Bays Plan
(Clause 22.4)

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ANNEXURE "E"

Floor Loading Plan
(Clause 19.4)

Not required -- see Clause 19.4

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ANNEXURE "F"

Car Parking Areas Plan
(Clause 22.2)

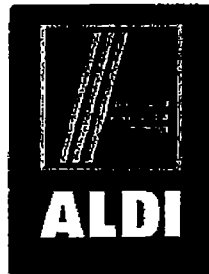
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FIFTH SCHEDULE

Clause A.1 of Third Schedule

DESIGN BRIEF

DESIGN BRIEF



FOR THE DELIVERY OF A "COLD SHELL" ALDI STORE BY A DEVELOPER

DATE:
5 August 2010

A handwritten signature in ink, appearing to be 'J. Smith', written over a faint, stylized graphic that resembles a triangle or a stylized letter 'A'.

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1.00 PRELIMINARIES/GENERAL REQUIREMENTS

This Design brief is performance based and outlines the minimum design, construction, finishes, services, plant and site works associated with the Lessor delivery of a 'cold-shell' ALDI Store.

The Lessor shall:

- a. Read this Brief in conjunction with the Agreement for Lease and Control Plans.
- b. Perform all works described in this Brief and the associated Control Plans at the Lessor's cost unless otherwise specified.
- c. Incorporate all items required for the completion of the Lessor Works whilst not necessarily being mentioned or described in detail herein but necessary or incidental for the completion of the Lessor Works and comply with good building trade practices and manufacturers' written recommendations where applicable, all to the Lessee's satisfaction.

All Lessor Works are to be in accordance with site specific drawings and specification to be prepared by the Lessor within 6 weeks of the date of the Agreement for Lease and as approved by the Lessee. Site specific drawings and specification are to be in accordance with general site drawings (Contract Drawings), the Control Plans and this Design Brief

1.01 Documents

This Brief together with the Agreement for Lease, and the Lessee's Control Plans, distinguish responsibility for work and materials between the Lessor and the Lessee for the purpose of delivering an ALDI Store 'cold-shell'.

Where any conflict, discrepancy or ambiguity in any part of this Brief or the Control Plans is discovered, the Lessor shall expressly notify and discuss the matter with the Lessee (or their appointed representative). Who in return shall direct the Lessor as to the interpretation to be followed in carrying out the Lessor Works.

The provisions of this Brief are primarily to describe the minimum performance requirements of the Lessor's design and construction of the Lessor Works.

The Brief includes the Lessee's requirements or preferences about materials, plant, equipment, etc and standard plans. Description of products details are to assist in defining the Lessee's intent for the design brief.

However, such requirements are not intended to replace the Lessor's proper design of the Works in conformance with the broad design brief. Accordingly should any prescriptive requirement contravene or preclude a related performance based requirement(s) being met, the performance requirement/s shall take precedence. In such instances the Lessor shall advise of the conflict and provide a proposed design solution that complies with the performance requirement(s).

1.02 Regulations and Authority Requirements

The design and construction of the Lessor Works shall conform to all rules, regulations and requirements of any Relevant Authority having jurisdiction over the development. Including Acts of Parliament, such as the Disability Discrimination Act. References to Regulations and Relevant Authority requirements shall include all revisions and amendments.

In accordance with all such requirements, the Lessor shall obtain all necessary approvals, certificates and permits from all Relevant Authorities, and pay cost of compliance works and fees.

Should any Lessee requirement contravene or preclude the relevant authority requirements or regulations being met, the Lessor shall notify the Lessee in writing, with the details of the contravention and any suggested alternative. Alternatives to meet those requirements must be approved by the Lessee before work on them proceeds.

The Lessor shall advise of any restrictions that might be imposed on the Lessee's fitout operations, hours of work, and the like arising from circumstances within the building, adjoining parties or relevant authorities.

The Lessor shall obtain approval for the following hours of operation & truck delivery:

- Hours of store operation to be unlimited.
- Hours of truck delivery to be unlimited.

The Lessor must provide a reasonable argument in the SEE to prevent a DA condition restricting ALDI's Hours of Store Operation and/or Delivery Hours. Any restrictions imposed by the DA Conditions related to Hours of Store Operation and/or Delivery Hours must be discussed and agreed with ALDI. The Lessor shall submit a Section 96 to amend these Conditions where they are not tenable by ALDI.

1.03 Standards and Codes of Practice

The Lessor shall design and construct the Lessor Works in accordance with all applicable standards of the Standards Association of Australia, Building Regulation of Australia, Building Code of Australia and other relevant codes of practice (collectively termed "Standards").

The Lessor shall verify and comply with the full extent of applicable Standards.

References to Standards shall include all issued revisions and amendments.

1.04 Materials and Standards of Workmanship

The Lessor shall incorporate into the Lessor's Works materials, items of equipment and standards of workmanship which:

- Comply with the Lessee's performance based requirements,
- Comply with Lessee's specific requirements for material type, products, manufacturers and the like provided that such use does not contravene or preclude the above performance requirements.
- Are new material (unless otherwise required by the Lessee),
- Are fit for their purpose and consistent with the nature and character of the surrounding works.
- Comply with all applicable Standards, Regulations and Relevant Authority requirements.
- All materials, items of equipment shall be used, installed and commissioned in accordance with the manufacturer recommendations and instructions.

Should the products or forms of construction not be available or suitable for the specific site condition, the Lessor may propose alternative products. The alternatives proposed should be equal to or better in quality and performance as outlined in this Brief. Any proposal must be submitted in writing, providing full details of quality and performance.

Approval of the proposed substitution must be obtained from the Lessee in writing. Allow minimum of 10 working days for the Lessee's consideration and approval of such proposals.

Further, it is imperative that the Lessor Works conform with the Lessee's high standard of workmanship and finishes.

1.05 Lessor's Consultants and Contractors

The Lessor shall engage at its expense, a registered architect and other professional consultants (collectively termed the 'Lessor's Consultants') to properly design the Lessor Works, to monitor and certify the quality of the Lessor's Works (including attendance upon any requirements of the Lessor and its Contractors to rectify defects or carry out maintenance after Practical Completion) and other related functions.

The Lessor shall, at its expense, engage contractors, suppliers or trades people (collectively termed the 'Lessor's Contractors') that have the capability and experience to properly carry out the Lessor's Works in accordance with the Lessee's Requirements. In relation to the Agreement, the Lessor shall remain at all times responsible for its Consultants and Contractors.

1.06 Lessee's Consultants and Contractors

The Lessee may appoint its own architect, engineers and other professional consultants (collectively termed the 'Lessee's Consultants') to assist the Lessee in areas such as the review and acceptance of the Lessor's design documentation and Lessor's Works, as well as the design and documentation of the Lessee's Works.

Any such appointment of the Lessee's Consultants shall not in any way diminish the Lessor's responsibility for the principle design/documentation of the Lessor Works.

The Lessee and their consultants shall be given access to inspect the Lessor Works at any time during construction (by appointment).

The Lessee may appoint its own appropriately experienced contractors, suppliers, trades people and the like (collectively termed the 'Lessee's Contractors') to carry out the Lessee's Works.

1.07 Meeting

Throughout the whole development, the Lessor must arrange regular meetings with the Lessee's Representatives at appropriate intervals. The purpose of meeting is to monitor the progress and coordination of the Lessor and Lessee activities, as well as address the various issues pertaining to the design and construction of the Lessor and Lessee Works.

The Lessor shall issue copies of meeting minutes to the Lessee (and/or their appointed representative) and all others present at the meeting, within two (2) working days of the meeting.

2.00 FLOORS

2.01 Termite Control

- A physical/non-chemical termite barrier is to be provided to protect all new work from termite attack via concealed access.
- The preferred system is Termimesh Stainless Steel Termite Control by TMA Corporation Pty Ltd. Prior express approval of ALDI will be required for any proposed alternative.
- A durable termite barrier notice is to be issued to ALDI at Handover with instructions to permanently fix to the back of the left hand door to the Communications Cupboard.
- A written 10 year material warranty for all Termimesh (or approved equivalent) products is to be provided at completion.

2.02 Retail Area

- The top of the concrete slab shall be 70mm below the proposed ALDI Store finished floor level. The tolerance level for this slab must not exceed 6mm deviation along a 3 metre straight edge. The contractor is to provide a survey at the completion of construction of the floor slab at 2 metre centres to demonstrate compliance with this requirement.
- The underside of the slab on ground shall be suitably protected with a heavy duty waterproof membrane suitably jointed.
- The reinforced concrete floor slab shall have a minimum 11.5kPa floor loading.

2.03 Back-of-House Areas

- **Amenity Block**
 - With the exception of the plant room slab, the top of the concrete slab shall be 70mm below the proposed ALDI Store finished floor level. The tolerance level for this slab must not exceed 6mm deviation along a 3 metre straight edge. The contractor is to provide a survey at the completion of construction of the floor slab at 2 metre centres to demonstrate compliance with this requirement.
 - The underside of the slab on ground shall be suitably protected with a heavy duty waterproof membrane suitably jointed.
 - The reinforced concrete floor slab shall have a minimum of 11.5kPa floor loading.
- **Store/Warehouse and Amenity Plant Room**
 - The top of the concrete slab shall be at the proposed ALDI Store finished floor level. The tolerance level for this slab must not exceed 3mm deviation along a 3 metre straight edge. The contractor is to provide a survey at the completion of construction of the floor slab at 2 metre centres to demonstrate compliance with this requirement;
 - The underside of the slab on ground shall be suitably protected with a heavy duty waterproof membrane suitably jointed;
 - The reinforced concrete floor slab shall have a minimum of 11.5kPa floor loading;

- Provide cast in floor transition angles where abutting adjacent finished floor surfaces - all as shown on the ALDI Control Plans;
- The concrete slab shall have no pitting, scarring or surface unevenness. The concrete pores shall be left open to allow the slab protection system to penetrate the matrix of the concrete;
- Provide a 260 mm set down in slab for chiller room and freezer;
- Supply and apply the "DEFLECTA Concrete Slab Protection System" to the back of house concrete floor slabs. The DEFLECTA STABILIZER should be applied on the day of concrete pour or within 24 hours. Provide protection to the slabs using 3mm hardboard taped with duct tape.

2.04 Loading Dock

- The top of the concrete slab shall be at the proposed ALDI Store finished floor level. The tolerance level for this slab must not exceed 3mm deviation along a 3 metre straight edge. The contractor is to provide a survey at the completion of construction of the floor slab at 2 metre centres to demonstrate compliance with this requirement.
- The underside of the slab on ground shall be suitably protected with a heavy duty waterproof membrane suitably jointed.
- The reinforced concrete floor slab shall have a minimum of 11.5kPa floor loading.
- Provide cast in floor transition angles where abutting adjacent finished floor surfaces - all as shown on the ALDI Control Plans.
- Supply and apply the "DEFLECTA Concrete Slab Protection System" to the back of house concrete floor slabs. The DEFLECTA STABILIZER should be applied on the day of concrete pour or within 24 hours.
- The concrete slab shall have no pitting, scarring or surface unevenness. The concrete pores shall be left open to allow the slab protection system to penetrate the matrix of the concrete.
- Build in the steel angle framework within the loading dock pit to support the loading dock. The angle framework shall be supplied by ALDI.
- Pit for dock leveller and temporarily secure opening. Dock height to allow tenancy finished floor level to be 1270mm above the loading bay level measured at the foot of the dock.
- Form opening for compact or door and temporarily secure.
- Provide the in slab conduit with draw wires to the loading dock.

3.00 WALLS

3.01 Retaining Walls

- Any/all required retaining walls are to be of masonry (concrete block) construction
- Provide 'Emerproof WB' liquid waterproof membrane (or approved equivalent), including protection boards, to portions of retaining walls that are below ground.

3.02 External Walls

- Precast concrete panels to the extent shown on the ALDI Control Plans.
- Appendix B details ALDI's standard requirements for the design, manufacture and installation of precast panels. The Developer is to ensure that these requirements are included in the Builder's contract.
- All joints are to be sealed and the panels are to be painted externally in accordance with ALDI's Schedule of Finishes.
- Masonry blocks to the plant room and plant deck elements within the tower structure, as well as the plant Deck stair enclosure.
- All external masonry block walls to have a fair-faced finish on the plant room side.
- Pre-finished sheet steel cladding Lysaght "PANELRIB" to the extent shown on the ALDI Control Plans (generally to the roof side of the perimeter parapet).
- Site painted CFC fascia panels to the extent shown on the ALDI Control plans (generally to the back of the sunscreen fascia and above the clerestory and shopfront windows fronting the retail area).
- Prefinished compressed fibre-cement cladding supplied by Vitragroup to the extent shown on the ALDI Control Plans (generally in front to the sunscreen, to the tower, awning fascias and the loading dock and store (warehouse) fascias).
- A vapour permeable membrane system shall be installed between the top hat sections and the supporting structure to all cladding panels. The membrane shall lap over flashings to drain the moisture away from the building.
- Capping over the cladding panels shall incorporate a 6mm air gap to ventilate the cavity and shall be dressed over the cladding panels to ensure a water-resistant joint.
- Provide 'Grace Bituthene 3000' waterproofing membrane (or approved equivalent), including protection boards, to external walls of the building that are below ground level.

3.03 Internal Walls

- Precast concrete panels to the extent shown on the ALDI Control Plans.
- Appendix B details ALDI's standard requirements for the design, manufacture and installation of precast panels. The Developer is to ensure that these requirements are included in the Builder's contract.

3.04 Insulation

- All wall insulation shall conform with Part J of the BCA through the use of an Energy model.
- The external walls up to 3.1 metres high within the Store (warehouse) shall not incorporate wall insulation.
- The external walls within the loading dock shall not incorporate wall insulation.
- Any shortfall in the fabric assessment shall be supplemented by additional insulation applied to the precast concrete panels within the retail area and above the proposed ceiling void (3.4 metres in the retail area and 3.1 metres in the Store (warehouse)).
- **Wall Insulation**
 - 'Proctor's Roofshield' breather membrane and 25mm thick Dow PIR Tuff-R insulation boards (from Dynamic Composite Technologies) bonded to the external precast panels and below box gutters and other locations as shown on the ALDI Control Plans.
 - Ensure sarking is fixed rigidly in position as movement will trigger the roofspace motion detectors.
- **Wall Linings to Retail Area**
 - Bondor 50mm thick EPS (interlocking) insulated building panels to the retail are below the clerestory windows between and aligned with the internal face of structural steel columns.
 - All joints to be tight-fitting and sealed to prevent entry by pests.
 - The installation shall fully meet the requirements of 'solid construction' under AS4674-2004.
- **Wall Insulation between Truss (Fascia)**
 - Fletcher Pink Wall 90mm thick backed externally with Proctor Wrapshield high perm (HP) and internally with Tuffstuff extra heavy duty wall wrap foil sarking to be installed between fascia truss structural members

4.00 STRUCTURAL STEEL

4.01 Truss layout

- Truss layout shall incorporate voids for the provision of A/C ducts in locations as shown on the ALDI Control Plans.
- The bottom truss member must be a minimum of 150mm above the soffit of the proposed ceiling (3.00 metres).
- Trusses to be designed to ensure that the leasehold area is free of columns.

4.02 Structural Cross Members

- The cross members between the trusses must not obstruct the A/C duct penetrations through the precast concrete panels.
- The structural cross members at the clerestory window sill shall be positioned to allow the 50mm Bondor panels to pass in front of the cross member and to align with the face of the structural columns.

4.03 Fascia Trusses

- The fascia truss must be designed to allow the rainwater discharge pipes to run vertically in front of the columns. The design intent has been documented on the ALDI Control Plans.

4.04 Awning Support Steelwork

- The main awning support steel member shall be positioned a minimum of 270mm above the awning soffit to allow for a future security shutter. No obstructions will be accepted throughout the length of the shop front glazing, the full extent of the airlock glazing including doors and along the length of the window panel adjacent to the airlock.

4.05 Sunscreen Steel Support Frame

- The sunscreen steel support frame shall slope 1% away from the facade to prevent water tracking along its length into the building fabric.

At the loading dock area a clear height of 4.3 metres from ALDI finished floor level to underside of ALDI ceiling to be provided.

Provide clear height at waste bin location of 4.6 metres to accommodate loading/ unloading of waste bin from/to delivery truck

5.00 ROOFING AND SOFFITS

5.01 Roofing

- Roofing work shall include, but not be limited to the following:
 - Klip Lok 416 deck low pitch roof coverings;
 - Spandek roofing;
 - Sarking vapour barrier and bulk insulation blanket;
 - Roof plumbing, cappings, flashings and associated accessories and trim;
 - Provision of Fall Arrest System fixed directly to roofing.
- Generally the roof cladding design is to be based on a 100 year return period for local conditions.
- As installed, the roofing system and associated work shall:
 - Remain intact and waterproof under the local or regional ambient conditions of wind loading and rainfall intensity specified in AS 1170.2, AS 1170.3 and AS2180 respectively;
 - Provide adequate means of dealing with vapour pressure, condensation, corrosion and thermal movement and
 - Support the specified imposed loads and types of roof access without impairment of performance.
- **Metal Roof Decking to Low Pitched Roof**
 - Provide interlocking roof decking of Lysaght Klip Lok 416 Hi-Strength to the roof area, over two or more pans, where indicated on the ALDI Control Plans.
 - 1 degree (0.48mm BMT) or 2 degrees (0.42 mm BMT).
 - Roofing shall be zincalume aluminium/zinc alloy-coated steel complying with AS 1397-2001, G550, AZ150.
 - Roof sheeting shall project a minimum of 50mm into gutters with the maximum projection into the gutter providing for access for cleaning.
- Provide NATA test results and furnish satisfactory evidence that the roof system has passed the tests described in AS 1562 for resistance to concentrated load and wind load.

5.02 Box Gutters

- Box gutters shall comprise two parts. The first is a preformed box gutter suitable jointed at the sump and at the ridge. Intermediate joints are not allowed. The second part is a 900mm long flat panel pop riveted and silicone sealed to the box gutter and each panel joint which is to span between the first 2 purlins as shown on the ALDI Control Plans.
- Spandek roofing sheets shall be provided to support the box gutters.
- Gutters to have 100% half protection at rain heads.
- Gutters to be provided with 100% independent overflow capacity at rain heads.

5.03 Parapet Cappings

- Provide 0.8mm zincalume cappings of suitable girth in colorbond finish of selected colour to match roofing.
- Cappings shall overhang the vertical surface by a minimum of 25 mm each side and have 70mm vertical faces, with the bottom leg(s) returned to provide stiffening to bottom edges. The top of the capping shall fall slightly to the roof side.
- All fixings to visible/external side of parapet to be fully concealed. All exposed fixings to the internal side of the parapet shall be of matching finish to the capping material.
- Expansion joints for long cappings to be provided at a maximum spacing of 6m, but are to align with the facade fibre cement panel joints.

5.04 Downpipes

- Provide HDPE downpipes with suitable fittings of Raintech or Tech Plas (or other approved manufacture).
- The HDPE rainwater pipe assembly shall be preformed with butt welded joints and threaded through the fascia cladding structure. Do not use electrofusion couplings or ring seal or expansion sockets.
- Downpipes shall be recessed within precast panels and covered with coverplates.
- Provide a removable watertight access cover at the foot of each stack and at each junction and bend. Make provision for thermal movement.

5.05 Eaves and Soffit Linings

- Provide single-faced 6mm thick fibre cement sheet fixed at 150mm centres to subframing at max. 450mm centres (generally to the loading dock and awning soffits).
- All fixings shall be punched, filled and sealed.
- Expansion joints to be provided at 3 metre centres. Joint locations require the prior express approval of ALDI.

5.06 Insulation

- All roof insulation shall conform with Part J of the BCA through the use of an Energy model.
- Install Fletcher Insulation's 'FI 22 Ductwrap' 75mm blanket R2.0, backed by medium density reflective foil laminate sarking with 'Proctor's roofshield' breather membrane under roof sheeting (from Dynamic Composite Technologies) to the whole of the roof area covered by protected metal roof cladding.
- The insulation is to be installed over the roof support frame and safety mesh support, so that the breather membrane and insulation blanket is in continuous contact with the underside of the metal roofing sheets.
- All joints in the thermal insulation shall be overlapped 150mm and taped.
- To ensure minimum insulation r value loss, bolt 75x50mm timber battens to the top of the purlins over the safety mesh prior to laying the insulation rolls.

5.07 Water Proof Membrane – Plant Deck

- Wolfin bonded waterproof membrane is required to the open Plant Deck, as indicated on the ALDI Control Plans.
- The membrane shall be Wolfin GWSK self-adhesive Polyester/PVC sheet; 2.3mm thick, together with a concealed fixing and finish-detail system consisting of:
 - Wolfinsteel; 0.6mm zinc-galvanised steel factory pre-coated with 0.8mm thick membrane and
 - Wolfin AF 6 cast-in extruded reglet profiles (where required).
- Laying is only to be performed by applicators licensed by Wolfin Membrane Australia (WMA) and evidence of their licensed status as to be provided to ALDI prior to the commencement of works.
- All details, which are not precisely as the Standard Guide Details, are to be the subject of shop drawings prepared by WMA and submitted by the applicator for the prior express approval of ALDI.
- Submit a warranty on completion for the Wolfin Membrane against defective materials and workmanship, issued solely by the manufacturer or distributor of the membrane material. The warranty liability by the manufacturer or distributor to the Owner is to be singular and complete and no separate or parallel warranty offer is to be made by the applying contractor.
- The warranty shall not contain elements of 'pro-rata' cost sharing.
- The warranty period is 10 years.

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6.00 PAINTING

- Use only the DULUX premium paints listed in the ALDI Schedule of Finishes. Trade lines will not be accepted.
- The Dulux powdercoat colour selected for the work is 'Olde Pewter 50243'. This is a Dulux powdercoat colour only and does not normally exist in the standard Dulux colour range for wet paint products. However, Dulux have formulated a colour mix formula for wet paint Dulux products to match the powdercoat colour. Dulux supply wet paint products as colour 'ALDI Older Pewter'. This formulation is held in the Dulux computer system for ALDI Stores projects.
- Provide an anti-graffiti coating (equivalent to Wattyl Australia's Poly U400) to all visible exterior surfaces, including, but not limited to, precast concrete panels; concrete bases to exterior building walls and all visible surfaces of concrete block retaining walls.

7.00 METALWORK

7.01 Aluminum Windows and Doors

- Provide aluminum framed windows and doors to the extent indicated on the ALDI Control Plans.
- **Exterior Sidelights to Entry/Exit Airlock Doors**
 - Capral 419 Flushline Series, single glazed, 150 wide suite.
 - Dulux 'Duratec', satin finish powdercoat to AS 3715, in Dulux 'Olde Pewter 50243'.
- **Doors to Entry/Exit Airlock**
 - Dorma Slimline, single glazed, door assembly.
 - Automatic sliding door operator(s) to be a DORMA BWN Automatics Pty Ltd. Comply with As 4085 – Automatic sliding door assemblies.
 - Dulux 'Duratec', satin finish powdercoat to AS 3715, in Dulux 'Olde Pewter 50243'.
- **Side Entry Store, Entry Airlock Shopfront**
 - Capral 419 Flushline Series, single glazed, 150 wide suite.
 - Dulux 'Duratec', satin finish powdercoat to AS 3715, in Dulux 'Olde Pewter 50243'.
- **High-Level Windows to Retail**
 - Capral 400 Narrowline series, single glazed.
 - If double glazing is required to the high level windows (to be confirmed as part of the Section J compliance modeling) Capral Series 425 Double Glazed Narrowline suite to be used.
 - Dulux 'Duratec', satin finish powdercoat to AS 3715, in Dulux 'Olde Pewter 50243'.
- Hardware including automatic door operators, locks and flush bolts as applicable shall be neatly and accurately fitted.
- Aluminium windows and doors shall be guaranteed for a period of three (3) years against faults due to water penetration, excessive air leakage, faulty operation of movable sashes and operating gear, rattles, discolouration, corrosion or change of colour components.

7.02 Steel Doors and Frames

- Pressed steel door frames shall be of United Doormakers or other approved manufacture, fixed to concrete panels and/or cast into block walls, with voids filled behind frame with grout in all cases.
- Fit mushroom rubber buffers to frames.

7.03 Bollards

- Bollards shall be embedded in reinforced concrete footings and capable of withstanding truck impact. Refer to ALDI Control Plans for bollard locations..

7.04 Panel Door – Nominated Subcontract: Sectional Overhead Door

- B&D brand, Panelift section overhead door.
- Provide galvanized steel infill sheet between door track and wall as indicated on the ALDI Control Plans.
- When obtaining a quotation from B&D, advise them that it is for an ALDI Store to obtain the national price agreement cost.

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7.05 Metal Louvre Grilles

- Provide continuous steel/aluminium louvre blades mounted in an aluminium/steel surround frame to withstand the permissible stress-design wind pressure for that location without failure or permanent distortion of members, and without blade flutter.
- Louvre ascends shall be design to resist rain ingress.
- Finish in Dulux 'Duratec', satin finish powdercoat to AS 3715 in Dulux 'Olde Pewter 50243'.

7.06 Roof Access Ladders & Platforms

- Provide steel access ladders and steel framed platform to access the Plant Room and Plant Deck in accordance with the ALDI Control Plans.

7.07 Stainless Steel Sealed Sump

- Provide stainless steel clean out sumps (as supplied by Stainless Metalcraft) to the locations indicated on the ALDI Control Plans.
- Body and frame to be constructed out of 1.6mm 304 grade stainless steel.
- Cover plate to be constructed from 6mm thick checker plate with a 10mm x 10mm stainless steel reinforcing frame. Cover plates to hinge back to the wall of the Storage Area when installed.

7.08 Cleaners Floor Trough

- Provide 600mm x 600mm stainless steel cleaner's floor trough (as supplied by Stainless Metalcraft) to the loading dock area, as indicated on the ALDI Control Plans.
- Trough to include stainless steel removable strainer and stainless steel removable grating. The grating to have a 100mm inside diameter ring in the centre. Splash back required to two sides.

7.09 Tundish Covers

- Provide stainless steel tundish covers (as supplied by Stainless Metalcraft) to the locations indicated on the ALDI Control Plans.
- Body and frame to be constructed out of 1.6mm 304 grade stainless steel.
- Cover plate constructed from 6mm thick stainless steel. Cover plate to be countersunk machine screw fixed.

7.10 Square Framed Clear-out Cover

- Provide stainless steel square framed clear-out covers (as supplied by Stainless Metalcraft) to the locations required by the hydraulic services plans.
- Body and frame to be constructed out of 1.6mm 304 grade stainless steel.
- Cover plate constructed from 4mm thick stainless steel. Cover plate to be countersunk machine screw fixed.

7.11 Balustrade/handrail to Plant Room and Plant Deck

- Provide Monowills balustrade (1000mm high) to the plant room staircase voids as indicated on the ALDI Control Plans.
- Provide step ladders between the Electrical Switch Room and Plant room, Plant Room and Plant Deck and Plant Room and Main Roof all in accordance with AS1657:1992 Fixed Platforms, Walkways, Stairways and Ladders – Design, Construction and Installation.

7.12 Bin Storage Enclosure Gates

- Provide lockable gates to the bin Storage Enclosure consisting of 1 pair of hinged gates.
- Construct and fabricate from RHS sections in mild steel fully welded at joints and with infill mesh fully welded to framing.
- Frame and hinges to be hot dip galvanised.
- Mesh infill to be EXPAMET brand zinc coated (not hot dipped galvanized), tack welded to frame and cold galvanized tough-up. Overcoat cold galvanizing with silverfrost to give colour match to hot dipped galvanized finish.

7.13 Air Lock Door Edge Protection

- Provide four (4) off stainless steel door edge protection bumpers to the air lock entry doors, as indicated on the ALDI Control Plans.

7.14 Latham Expansion Joint

- Where a 'Latham Joint' is called for on the ALDI Control Plans, it shall comprise 'a Latham Mi flexible mechanical floor joint, incorporating a stainless steel C10 deck plate and flexible resilient inserts'.

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8.00 DOORS AND HARDWARE

Refer to the respective door and hardware schedules included as Appendix C and D for details of the doors and hardware that form the Lessor Works scope.

9.00 FORECOURT TILES

- Allow for the supply and installation of tiles to the forecourt area.
- Tiles to be purchased from METX Pty Ltd.
- Tiles to be 'Klingenberg – Sicudor – Graphite Mix – 300mm x 300mm x 12mm.
- Tiles to be laid on a reinforced concrete slab substrate, and bedded on a sand/cement mix that is approximately 28mm thick.
- Grout to consist of a grey cement/white sand paste (ratio 1:2), with 5mm joints between square vertical edges of tile.
- Tile set-out to be in accordance with ALDI Control Plans.
- Nil ponding to be achieved on forecourt tiling.
- Forty (40) spare forecourt tiles are to be provided at completion.
- Should tactile indicators be required, provide DTAC MAX BF-SS Classic installed in accordance with AS 1428.4-2000.

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10.00 SERVICES

10.01 Electrical Services

The work shall include supply, delivery, installation, testing and commissioning of the complete electrical services as specified herein and as indicated on the ALDI Control Plans. The work specified includes the electrical services in the proposed ALDI Store at Casey ACT.

The contractor shall provide all work and materials specified and as shown on the ALDI Control Plans, necessary for the satisfactory completion and operation of the works and generally provided in accordance with accepted trade practice and as directed.

All installation work shall be in accordance with the following:

- Australian Standard AS/NZS3000-2007.
- State specific Service and Installation Rules.
- Supply Authority, Local Services and Installation Rules.
- Building Code of Australia.
- Australian Communications Authority (ACA)
- Requirements of Local Authorities.
- Any other relevant Code or Authority requirements.
- Work Cover Authority.

The scope of work includes the following:

- Upgrade of supply authority high voltage / low voltage networks to enable adequate power supply to the ALDI Store, this includes Level 3 and Level 1 Accredited Service Provider design and construction works.
- Supply and installation of 400Amp 3-phase power supply to the ALDI Store point of connection cubicle. (ALDI Store consumer mains).
- Connection and accessories required for the supply authority point of connection.
- Local Supply Authority's Metering Facilities
- Main Switchboard / Metering Cubicle / Point of Connection Cubicle
- Underground Conduits and Cables where required.
- Building External Lighting including light fittings and lighting control.
- Telephone Lead-in-cables to the ALDI Store including 20-pair telephone supply and telephone frame.
- Automatic Door Control System for entry sliding doors including control and power connection and operating switches.
- Power connection to all ALDI external illuminated signs.
- Fire / OWS systems (if required by BCA).
- Earthing System
- Testing & Commissioning
- Operation & Maintenance Manuals
- 'As-Installed' Drawings

10.02 Hydraulic Services

- The Lessor shall provide connection to the existing Authority water main including meter assembly, booster valving and back flow prevention devices. Connection to be terminated at high level (3.5m above structural floor level) within the ALDI leasehold area, suitable for a flow rate of 1.5 l/s at 500 kPa for 95% of the time, unless otherwise approved by the Lessee. Meter assembly shall be located at a position acceptable to the Lessee.
- Connection to fire main within the site including valving
- Fire service piping to points located external to the tenancy for fire hydrants, sized to suit a flow rate of 20l/s at 400kPa, as required by Authorities.
- Fire service piping to 3 No nominated points for fire hose reels including supply and installation of hose reels, sized to suit a flow rate of 0.33l/s at 310 kPa, 95% of the time and including certification of system all as satisfactory to Authority requirements.
- The Lessor shall complete all under floor branches extending to nominated points for fixtures, floor wastes, tundishes, clean out points, and clean out troughs terminating 100mm above structural floor level with 100% rodding access, except where it forms part of the Lessor Works.
- The Lessor shall install the cleaner's floor trough including the bucket trap, grates, strainers and stainless steel upstands as shown on the Control Plans. The Lessor shall also slope the concrete slab into the cleaner's floor trough.
- The Lessor shall extend vents from the ALDI Store building envelope, including vent penetrations and associated flashings.
- The Lessor shall be responsible for payment of all Fees and Charges in connection with the Hydraulic Services.
- The Lessor shall provide a 50mm gas service or other to meet a 660MJ/hour load terminated at the intermediate level plant room.
- No access pits to underground services to occur within the ALDI leasehold. Relocate existing pits as necessary.

10.03 Stormwater

- The Lessor shall ensure that the retail floor area has a minimum 500mm 'free-board' above the calculated 1 in 100 year event flood level.

10.04 Mechanical Services

Where the DA Conditions require acoustic attenuation to be provided to the mechanical/refrigeration plant, the Lessor is to provide all necessary acoustic louvres and other attenuation devices necessary to meet the Condition. ALDI can provide data related to the noise generated by the mechanical and refrigeration plant on request.

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12.00 EXTERNAL WORKS

The Lessor shall be responsible for all external works, which shall include, but not be limited to:

- Carparking (Maximum gradient in car park to be 2.5%).
- Pavements, roads and paths.
- Crossovers and deceleration lanes.
- Line marking.
- Road and directional signage.
- Access for 19m semi-trailer swept path and 4.5 metre clear height.
- External bin enclosure including gates (Blockwork wall).
- Retaining walls.
- Hard and soft landscaping.
- Drainage.
- Irrigation.
- Co-ordination of light pole footings and sewer drains with paving and stormwater drains.
- Stormwater pit / pumps to loading dock (where required).

The Lessor shall provide miscellaneous car park items including:

- Handrails.
- Balustrades.
- Barriers.
- crash rails.
- corner guards.
- wheel stops.
- line marking.
- statutory signage.
- lighting.
- remote trolley bays to the Lessee design and agreed location.
- concrete loading bay to support 19 metre Lessee delivery truck and to support (30 or 40, delete one) cubic metre Lessee waste bin, including point load when bin is loaded/unloaded from delivery truck.

13.00 SIGNAGE

The Lessor shall be responsible for providing adequate support structures behind the CFC panels to support the wall-mounted illuminated signs affixed to the building as part of the Lessee Works. Details of the fixing locations and weights can be supplied by ALDI on request. The Lessor is also responsible for providing a junction box, necessary conduits and draw wires to provide power to the illuminated signs.

Centre signage must be discussed and agreed with ALDI prior to the DA submission, including the sign hierarchy, sizes and locations.

Directional signs within the car park shall include the ALDI logo where it is directing customers to the ALDI Store or car park.

14.00 COMPLETION/HANDOVER REQUIREMENTS**14.01 Practical Completion of Lessor Works**

- The Lessor shall ensure that preliminary joint inspections with the Lessee and/or their nominated representative(s) are arranged and undertaken a minimum of 21 days prior to the proposed date for Practical Completion of the Lessor works.
- Any/all defects identified as a result of this preliminary inspection are to be made good prior to the Date for Practical Completion.
- When the Lessor is of the opinion that the Lessor Works are practically complete, the Lessor shall give notice in writing to the Lessee, who within seven (7) days shall inspect the Lessor works with the Lessor.
- Upon inspection of the Lessor Works, the Lessee will consider the state of the Lessor Works and the Handover Documentation and shall either certify that the Lessor Works are practically complete or otherwise issue a notice of items/issues considered to be outstanding and which need to be completed prior to Practical Completion being reached.
- Until the Lessee issues a Certificate of Practical Completion the Lessor's Works will not be deemed to have reached Practical Completion.

14.02 Defects Liability Period

A minimum 12-month Defects Liability Period will be required. Where defects affect the operation of the ALDI Store, these will be attended to within 24 hours of notification.

At any time during the Defects Liability Period, the Lessee may direct the Lessor to promptly rectify any omission or defect in the Lessor Works for which the Lessor is responsible. The direction shall identify the omission or defect and state a date by which the Lessor shall complete the rectification works and may state a date by which the rectification work shall commence.

If the rectification work is not commenced or completed by the stated dates without reasonable excuse, the lessee may have the rectification works carried out at the Lessor's expense, but without prejudice to any other rights that the lessee may have against the Lessor with respect to such omission or defect and the reasonable cost of the rectification work incurred by the Lessee shall be a debt due from the Lessor to the Lessee.

14.03 Handover Documents

The following specifies the minimum documentation to be provided prior to, and as condition precedent of, the Lessee issuing a Certificate of Practical Completion.

- **Maintenance Manuals**

- Provide one electronic copy and five (5) hard copies of a comprehensive service manual to incorporate the following (as a minimum):
 1. Names, addresses and telephone numbers of all Subcontractors and Suppliers employed on the Lessor's Works identified with each trade, service, etc carried out.
 2. All guarantees, indemnities, certificates etc, the minimum requirements of which are listed below.
 3. Recommendations in detail from the Suppliers and Subcontractors for daily, weekly, monthly or other periodical attention required in the way of inspection or action for each item of surface finish, material or equipment requiring inspection, checking cleaning, adjustment, and service etc, for cleanliness, preservation or preventive maintenance.
 4. Service contractors operation and maintenance manuals.
 5. As a separately bound folder, copies of 'as-built' drawings showing the location of services related to some visible identifiable datum inside or outside the buildings as applicable.

- **As-Built Drawings**

The format of the as-built drawings that are to be included in the Maintenance Manuals above is as follows:

1. Drawings must be produced on the latest version of CAD.
2. The Lessor shall provide one electronic copy and five hard copies.
3. Drawings must be produced on A1 format, and clearly marked as as-builts.

Architectural as-built plans to include:

- Site plan showing the site boundaries with angles and dimensions, Lot and DP numbers (after consolidation where appropriate) and a schedule showing site area, gross building area, net retail area and number of car spaces.
- Floor Plan.
- Roof Plan.
- Elevations.
- Sections.

Engineering and landscaping as-built plans to include:

- General Arrangements drawings.

- **Handover Certifications**

The Lessor certifications required to be included in the Maintenance manual, shall include, but not be limited to:

- Certification of set-out issued by a registered surveyor.
- All other certificates and approvals from any authority having jurisdiction over the Lessor Works.
- Certification of Completion of the work of the Trade Section.
- Warranties for the work of each Trade Section.
- Essential Services certification for any/all essential services installed by the Lessor (eg. external hydrants).
- Certificates of Compliance for fire-rated sealant; walls etc.

- **Warranties**

- Each warranty shall be in approved form and shall specifically include the provisions required in writing.
- Warranty periods shall commence from the date of the Certificate of Practical Completion.
- The warranty shall include the product warranties by the manufacturers of proprietary systems, products, materials and components.
- The warranty for Applied Coatings shall include specific provisions and terms for failure of, or due to, the following:
 1. Suitability of coating system, including preparation and base coats, for substrate types.
 2. Delamination, peeling, flaking, chipping, drumminess, loss of bond to substrate.
 3. Ultra-violet light damage, staining and discolouration.
 4. Cracking, blistering, perforations or similar defects.
- Warranties shall include an undertaking that all work will remain fit for the intended purpose, in good appearance, free of defects and comply with statutory requirements for the warranty period.
- Where work is performance-based, warranties shall include as undertaking that all work will comply with performance requirements.
- Warranties shall provide for the carrying out and costs of rectification of all defects, including defects resulting from unauthorised changes from the Contract Documents, and work which does not comply with required performance and statutory requirements.
- The expression 'defect' shall include the meaning 'failure'.
- Rectification may include the on-site repair by approved procedures, or if not approved, by removal and replacement.
- Warranties shall include the cost of:
 1. Rectification of other work which must be removed and replaced to provide access for rectification of warranted work.
 2. Rectification of other work which has been damaged as a result of failure of the warranted work.
 3. The liability for and cost of any damage, including consequential damaged, to persons or property arising from failure of any part of the warranted work.
 4. Removal and replacement of any defective or related work shall be without regard for whether the Owner has been benefited from use of the defective or related work during the warranty period.

Rectification procedures shall be carried out with minimum inconvenience to the Owner and its occupants. Where required, rectification procedures shall be carried out at particular times to suit the requirements of the Owner or its occupant.
- Warranties shall name the Owner as warrantee.
- The warrantor shall be a party approved by the Owner. The warranty shall join the equitable owners of the warrantor company and its directors as parties to the warrantor.

- In the case of product warranties, the warrantor shall include the manufacturer of the products, and any intermediate importer, agent, re-seller or supplier required by the Owner to be joined to the warrantor.
- When warranty work has failed and has been rectified, the warranty shall re-commence on the date of acceptance of the rectified work for a period of time equal to the original warranty period.
- The following is a schedule of the minimum warranty requirements:

Section Name	No. of Years
Plumber	5 years
Sewerage and drainage	
Concrete: statement guaranteeing mix attaining spec strength	in 28 days
Metal finishes	7 years
Fibre cement products	5 years
Fire proofing	5 years
Roofing and roof plumbing	10 years
Doors and door frames	5 years
Metal windows & glazing	10 years
Glass and glazing	10 years
Ceramic tile	5 years
Painting	10 years
Identification signs	10 years
Landscape sprinkler system	1 year
Fire hydrants & hose reels installation	5 years
Retaining wall membranes	20 years
Dulux duratec powdercoating	10 years
Dulux fluoroset fp powdercoating	15 years

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APPENDIX A

REGISTER OF NOMINATED SUBCONTRACTS

A 01	(NOT USED)
A 02	DOOR D.07 AND DOOR CONTROLLER, SUPPLY AND FIX
	NAME: BESAM "UNISLIDE-E" AUTOMATED SLIDING DOOR OPERATOR AND DOOR WITH PROGRAMME SELECTOR PSK4
	DOOR DETAILS: ALUMINIUM FRAME AND SHEET PANELS. NATURAL ANODISED ALUMINIUM FINISH. INCLUDES 12 MONTH MAINTENANCE PROGRAM.
	SUPPLIER: BESAM AUSTRALIA PTY LTD
	CONTACT: PAUL OLIARO (NATIONAL ALDI ACCOUNT MANAGER)
	TELEPHONE: 1800 040 077 or 9706 4886 or 0438 804 654
A 03	DOOR CONTROLLERS (2) TO ENTRY / EXIT AIRLOCK, SUPPLY AND FIX
	NAME: BWN CONTROLLER
	MODEL: EL300 "EZY FIT" HEAVY DUTY (CHAIN DRIVE) CLASS 111
	SUPPLIER: BWN INDUSTRIES PTY LTD
	CONTACT: CRAIG WOODS (NATIONAL ALDI ACCOUNT MANAGER)
	TELEPHONE: (03) 9796 4111 or 0418 308 076
A 04	(NOT USED)
A 05	(NOT USED)
A 06	SECTIONAL OVERHEAD DOOR, SUPPLY AND FIX
	NAME: B & D BRAND, PANELIFT SECTIONAL OVERHEAD DOOR
	DETAILS: SEE SPECIFICATION DOORS 14.9
	SUPPLIER: B & D AUSTRALIA
	CONTACT: DAVID TILSTON
	TELEPHONE: (02) 9722 5555
A 07	(NOT USED)
A 08	(NOT USED)
A 09	(NOT USED)
A 10	PAINTING FOR BACK OF HOUSE CONCRETE FLOOR
	SUPPLIER: DEFLECTA CRETE SEALS P/L (VET-AG P/L)
	CONTACT: DANIEL JEFFERYES (VICTORIA)
	TELEPHONE: (03) 9318 9315
	FAX: (03) 9318 0851
	DETAILS: SUPPLY AND APPLY DEFLECTA STABILIZER (ANTIMICROBIAL) AND DEFLECTA SURFACE BINDER (ANTIMICROBIAL) SHALL BE APPLIED TO BACK OF HOUSE FLOOR SLAB SURFACE. APPLY STRICTLY IN ACCORDANCE WITH MANUFACTURERS RECOMMENDATIONS. THESE PRODUCTS SHALL BE SUPPLIED AND APPLIED BY DEFLECTA CRETE SEALS P/L (VET-AG P/L) THE BUILDER SHOULD DISCUSS WITH THE APPLICATOR PRIOR TO POURING THE SCREED THE REQUIREMENTS OF THE SLAB

A 11 STAINLESS STEEL CLEANERS SINK AND CLEAN OUT SUMPS

SUPPLIER: STAINLESS METAL CRAFT
 DETAILS: MANUFACTURE STAINLESS STEEL GUARD RAILS FOR CHEST FREEZERS AND REFRIGERATION, REFER TO A3-610 AND 612.
 CONTACT: GRAEME BUNT
 PH. (02) 4735 5666
 FAX. (02) 4735 7950

A 12 SUPPLY AND APPLICATION OF PAINT FOR EXTERNAL PRECAST CONCRETE WALL PANELS

SUPPLIER: NAWKAW
 CONTACT: TONY WATLING
 TELEPHONE: 1300 629 529/ 0425 296 224
 FAX: (02) 8572 8248

A 13 MANUFACTURE, SUPPLY & INSTALLATION FOR PRECAST CONCRETE WALL PANELS

REFER TO SECTION D

CONTRACTOR IS TO TENDER PRE-CAST PANELS TO ALL RELEVANT SUPPLIERS LISTED BELOW.

SUPPLIER: ADVANCED PRECAST
 CONTACT: REYNOLD WB GILSON
 TELEPHONE: (02) 9756 5631
 FAX: (02) 9756 4654

OR

SUPPLIER: GIROTTI PRECAST
 CONTACT: ANDREW MERCER
 TELEPHONE: (02) 9033 5185
 FAX: (02) 9033 5059

OR

SUPPLIER: SASSO PRECAST
 CONTACT: ROB JOHNSTON
 TELEPHONE: (02) 9604 9444
 FAX: (02) 9604 9477

A 14 TACTILE SURFACE INDICATORS, SUPPLY AND FIX

NAME: TACTILE INDICATORS CODE: THIBS600-10-BLACK
 FINISH: SELF FINISH, COLOUR - BLACK
 DETAILS: 1. INSTALL STUD INDICATOR WITH BLADE SHAFT
 2. AUSTRALIAN STANDARD 1428.4 REQUIRES SPECIFIC SET-OUT OF TACTILE INDICATORS.
 SUPPLIER: PATHFINDER SYSTEMS AUSTRALIA
 TELEPHONE: (02) 9608 5249
 CONTACT: WAYNE ZAHRA
 LOCATIONS: AS SHOWN ON ARCHITECTURAL DRAWINGS
 Guide note: Tactile surface indicators are NOT required on kerb ramps. They are provided voluntarily by ALDI to indicate an upcoming traffic hazard.

A 15 (NOT USED)**A 16 (NOT USED)**

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APPENDIX B

INTERIOR AND EXTERIOR FINISHES SCHEDULE

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A. FINISHES
Area: Entry Porch

Element	Material	Finish	Colour	Supplier / Contact	Rev
Walls	-				
Floor	Klingenberg Tiles, 300 x 300		Sicudor Graphite Mix	Metz Tiles John West (02) 8822 1313 Refer drawings for extent	
	Concrete with grey Portland cement and white sand	Steel trowel with carborundum filings	Grey	Refer drawings for extent	
Skirting	-				
Ceiling	Fibre Cement Sheets	Paint - Low Sheen Acrylic	Natural White 50 YY 83/029	Dulux	
Door	-				
Door Frame	-				
Door Grille	-				
Bollards - by Entry/Exit	Stainless Steel	Finished No.4	SSP 150 F	Leda Brad Chruszcz (02) 9737 8730 (&/ or equal & approved)	
	Stainless Steel	Finished No.4			
Entry/Exit Barrier	Stainless Steel	Ferrodor 810	"Mid Grey" at 100 um DFT	Dulux	
Columns	Steel	Clear coating no longer applied			

A. FINISHES
Area: Entry/Exit Cubicles

Element	Material	Finish	Colour	Supplier / Contact	Rev
Walls	Glazed aluminium (side entrance stores include wall paneling & skirting)	Powder Coated Duratec	Olde Pewter	Dulux	
Skirting	-				
Sliding Door Unit	Refer to Specification	Powder Coated Duratec - Satin	Olde Pewter	Dulux	
Fixed Side Lights	Refer to Specification	Powder Coated Duratec - Satin	Olde Pewter	Dulux	
Fixed Centre Panel	Refer to Specification	Powder Coated Duratec - Satin	Olde Pewter	Dulux	
Glass - Sliding Door Unit				Refer to Design Brief	
Glass - Fixed Side Lights				Refer to Design Brief	
Glass - Fixed Centre Panel				Refer to Design Brief	

A. FINISHES
Area: Store

Element	Material	Finish	Colour	Supplier / Contact	Rev
Walls	Precast Plates	No finish			
Floor	In situ Concrete	Deflecta Stabiliser		Pathogen Control P/L (03) 9388 0234	

A. FINISHES

Area: Loading Dock

Element	Material	Finish	Colour	Supplier / Contact	Rev
Walls	Precast Concrete	No finish			
Floor	Insitu Concrete	Deflecta Stabiliser			
Door	Refer to Door Schedule	Paint - Gloss Enamel	Olde Pewter BG16/035	Pathogen Control P/L (03) 9388 0234	
Door Frame	Refer to Door Schedule	Paint - Gloss Enamel	Olde Pewter BG16/035	Dulux	
Panel Lift Door				Dulux	
Handrail to stair	Metal - Galvanised			Refer to Equipment Schedule	
				Refer to Control Plans	

A. FINISHES

Area: Plant Room, Access Lobby, Plant Room at First Floor Level

Element	Material	Finish	Colour	Supplier / Contact	Rev
Walls	Precast Plasterboard	No finish			
Floor	Insitu Concrete	Deflecta Stabiliser			
Skirting	-			Pathogen Control P/L (03) 9388 0234	
Ceiling	No ceiling in Plant Room				
Door	Refer to Door Schedule	Paint - Gloss Enamel	Olde Pewter 13 BG16/035		
Door Frame	Refer to Door Schedule	Paint - Gloss Enamel	Olde Pewter 13 BG16/035	Dulux	
Door Grille	-			Dulux	

Note: Walls to plantroom are to be full height to underside of the roof structure.

A. FINISHES

Area: Plant Room external area

Element	Material	Finish	Colour	Supplier / Contact	Rev
Walls	Colorbond Steel Sheeting - Panelrib	Pre-painted	Woodland Grey	Bluescope Steel	
Floor	In situ Concrete	Wolfin Membrane GWSK		Wolfin Australia membranes	
Skirting	Precast concrete/block	Wolfin Membrane GWSK		Wolfin Australia membranes	
Ceiling	No ceiling				
Door	Refer to Door Schedule	Paint - Gloss Enamel	Olde Pewter 13 BG 16/035	Dulux	
Door frame	Refer to Door Schedule	Paint - Gloss Enamel	Olde Pewter 13 BG 16/035	Dulux	
Door Grille	-				

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B. EXTERNAL FINISHES

Element	Material	Finish	Colour	Contact	Rev
Roof	Colorbond steel sheeting Profile - Klip-Lok	Pre-painted	Woodland Grey	Bluescope Steel	
Box gutters and sumps	Colorbond steel				
Downpipes (Concealed)	HDPE				
Wall Cladding	Colorbond steel sheeting Profile - Panelrib	Pre-painted	Woodland Grey	Bluescope Steel	
Walls	Precast concrete panels; Plain and textured	Paint - Stain NECT-90	E.A.445.554.001	Nawkaw	
Window/Shop front	Refer to Specification	Powder coated Duratec - Satin	Olde Pewter	Dulux	
Glass	Refer to Specification				
Soffits generally	Fibre Cement Sheet	Paint - Low Sheen Acrylic	Natural White 50 YY 83/029	Dulux	
Louvers - Plant Room	Refer to Specification	Powder coated Duratec - Satin	Olde Pewter	Dulux	
Door Frame	Refer to Door Schedule	Paint - Gloss Enamel	Olde Pewter 13 BG 16/035	Dulux	
Wall Panels to tower and canopy/sunscreen band	Vitranel	Prefinished	Urban Grey M51.0.2/ST	Vitragegroup	
Fascias	Compressed Fibre Cement Boards	Painted - Semi-gloss Acrylic	Smooth Beech P13.E3	James Hardy	
Parapets	Colorbond steel sheeting	Prefinished	Woodland Grey	Bluescope Steel	
Tower capping	2mm thick steel	Prepainted	Woodland Grey	Metalworker	
Metalwork (exposed) Columns	Steel	Ferrador 810 Clear coating no longer applied	"Mid Grey" at 100 um DFT	Dulux	
Awning - Roof	Colorbond steel sheeting Profile - Klip-Lok	Pre-painted	Woodland Grey	Bluescope Steel	
Awning - Soffit	Fibre Cement Sheet	Paint - Flat Acrylic	Natural White 50 YY 83/029	Dulux	
Barrier Rails by ramp	Steel	Galvanised			
Bin Enclosure Gates	Steel	Galvanised			
Boilard - by dock	Metal	Galvanised/conc filled			
Back of prefinished CFC sunshade band; Between clerestorey windows and sunshade louvres	Compressed Fibre Cement Boards	Painted	IBR 150 FC Truski PG2.H4	Leda 9737 8730 Dulux	

C. CARPARK FINISHES

Element	Material	Finish	Colour	Comment	Rev
Vehicle Driveway	Concrete with grey cement and yellow sand	Covey	Grey	To approved sample	
Truck Loading Bay	Concrete with grey cement and yellow sand	Covey	Grey	To approved sample.	
Carpark Spaces	Concrete with grey cement and yellow sand	Covey	Grey	To approved sample	
Kerb and Guttering	Concrete with grey cement and yellow sand	Steel trowel	Grey		
Pedestrian Footpaths adjacent to building and property boundary	Concrete with grey cement and yellow sand	Covey	Grey	5mm saw cut expansion and control joints at 1100mm intervals. Set out to be approved. To approved sample	
Entry Footpath	Concrete with grey cement and yellow sand / Tiles	Steel trowel with carborundum filings	Grey	Refer to "entry porch finishes" To approved sample	
Pedestrian Footpath between car spaces	Concrete with grey cement and yellow sand	Covey	Grey	To approved sample	
Kerb Ramp	Concrete with grey cement and yellow sand	Wire broom	Grey	Wire broom concrete for a distance of 200mm away from the sharp transition point at the top & bottom of the ramp.	
Carpark Line Marking	Refer to specification "Painting"		White	To approved sample	
Disabled Sign	Refer to specification "Painting"		Blue	To approved sample	
Vehicle Directional Arrows + Truck Line Marking	Refer to specification "Painting"	Paint	White	Painted directly onto concrete surface Truck reversing line 150mm wide	

Note: Broomed grooves shall be continuous between cut or formed joints ie: do not interrupt brooming process between joints

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D. FITTINGS AND FIXTURES

(NOT USED)

E. EQUIPMENT SCHEDULE

Equipment	Area	Model	Supplier	Contact	Rev
Dock Leveller (For Information)	Loading Dock	RHH487 + Dock curtain	Rite Hite	Shane Cannavo 0413 701 841	
Compactor Unit and Container (For Information)	Loading Dock	'E' Series 710H	Tieman Industries Pty Ltd	John McGinnes (02) 9732 7100	
Waste Bin (For Information)	Loading Dock	SP-10-A-90 with 25 cubic metre container. Colour to match Olde Pewter	Pakmor Waste Equipment	Tony Crozier (02) 4577 3099	
Panel Lift Door (For Information)	Loading Dock (outside)	3.0 cubic metre bin with wheels	Veolia	Lindsay Barry 0448 732 469	
Flexi Door (For Information)	Loading Dock	Colorbond "Woodland Grey"	B&D Australia	David Tilston (02) 9722 5555	
Sliding Door Mechanism (For Information)	Retail / Store Area	Swingflex MK5 - 7mm PVC panel Satin finish to 1400mm	DMF Manufacturing	Walid Jardak (02) 9636 5466	
Sliding Door + Mechanism (For Information)	Entry/Exit	BWN EL 301 Electric Lock Series	BWN Industries (Aust) Pty Ltd	Mark Henson (02) 9738 8222	
Ship Stairs (For Information)	Retail / Store Area	Series HORIZON Colour: Natural Anodised	BWN Industries (Aust) Pty Ltd	Mark Henson (02) 9738 8222	
		Refer to Structural Engineer's details			

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APPENDIX C

DOOR SCHEDULE

Notes:

1. All door frames are to extend to structural floor level. Allow for 70mm zone for floor tiling within retail area and nominated door leaf height.
2. All door frame STOPS are to be cut to allow for a full floor tile to go into the zone of the cut of the door frame.
3. All door frames that have steel sheeted door leafs are to be of a heavier gauge frame. (i.e. frames to D5 and D6)
4. All doors are to be hung after the floor tiles have been laid and NOT before hand.
5. Refer to the Door Hardware Schedule (by others) for hardware.
6. Refer to the Signage Schedule for signage plates, push/pull plates and kick plates.
7. Double line strike through a word/note indicates item is not applicable for this site. eg: ~~Composite Panel~~
8. Items noted thus λ are to be confirmed
9. Top of door frame to line with top of signage panel - door leaf height to suit.
10. Door dimensions are for reference only. Refer to A3-300 series for dimensions.
11. The Contractor is to check and confirm that the Schedule relates to the ALDI Store type (i.e. FS-SS or FE-SE) prior to ordering.

000415

	Code	Description	Comment	Rev
Frame Type	AL	Aluminium Shopfront		
	S40	Steel Frame – 40mm Double Rebate – Pressed		
	SF	Steel Frame – Flush – Pressed		
	SD	Steel Sheeted Door- Solid Core Door- Exterior Grade		
Door Type	ASD	Aluminium Sliding Door	Refer to Nominated Supplier Schedule (D.07)	
	GTD	Glazed Timber Door-	Top and bottom portion glazed. Stile to be wide enough to take lock set and push/ pull plate.	
	GAD	Glazed Aluminium Door		
	SCE	Solid Core Door – Exterior Grade		
	SCI	Solid Core Door – Interior Grade		
	MS	Mesh Screen- Galvanised		
	PVC	Plastic Swing Door	Refer to Nominated Suppliers Schedule (D.07a)	
		Refer to Hardware Schedule	All external doors to have captive pin hinges	
	Push Plate	Refer to Signage Schedule		
	Pull Plate	Refer to Signage Schedule		
Plates	Sign Plate	Refer to Signage Schedule		
	PC	Powder Coated		
	PT	Paint		
	SS	Stainless Steel		
Finish/Material	G	Galvanised		
	S	Steel		
	T	Timber		
	AA	Anodised Aluminium		

DOOR SCHEDULE

DOOR SCHEDULE

Door No.	Area	Frame						Door Leaf					Hardware					Comments	Rev
		Frame Type	Reed Switch	Strike	Security Tongue	Finish	Material	Door Type	Height	Width	Thickness	Finish	Peep Hole 1600 Above FFL	Door Grille 150 x 600	Push Plate	Pull Plate	Kick Plate		
D.01	Entry	AL				PC	AL	GA D	2100	1200	40	PC						Motorised Specification - Refer to	
D.02	Exit	AL				PC	AL	GA D	2100	1200	40	PC						Motorised Specification - Refer to	
D.03	(Not Used)																		
D.04	(Not Used)																		
D.05	Store Exit Door	S40	✓	✓		PT	S (3)	SD	2040	920	40	PT						Egress Door. Door leaf to be undercut to allow for Raven Seal. Refer to Hardware Schedule	
D.06	Loading Dock (Exit Door)	S40	✓	✓		PT	S (3)	SD	2040	920	40	PT	✓		✓	-	✓	Egress Door. Door leaf to be undercut to allow for Raven Seal. Refer to Hardware Schedule	
D.07	(Not Used)																		
D.7a	(Not Used)																		
D.08	(Not Used)																		
D.09	(Not Used)																		
D.10	(Not Used)																		
D.11	(Not Used)																		
D.12	(Not Used)																		
D.13	(Not Used)																		
D.14	(Not Used)																		
D.15	(Not Used)																		
D.16	Loading Dock	-	✓			-	-	-	3000	2400	-	PC	✓					Panel lift door - Refer to the Nominated Suppliers Schedule	
D.17	(Not Used)																		
D.18	(Not Used)																		
D.19	(Not Used)																		
D.20	(Not Used)																		
D.21	(Not Used)																		
D.22	Main Access	S40	✓	-	-	PT	S	SCE	1060	720	40	PT	-	-	-	-	-	1 HR fire-rated door. Frame to all 4 sides	
D.23	Plant Deck	S40	✓	-	-	PT	S	SCE	1750	820	40	PT	-	-	-	-	-	1 HR fire-rated door. Frame to all 4 sides	

000413

APPENDIX D

HARDWARE SCHEDULE

- E 01 The Builder shall include for the supply and fixing of hardware included in the following 8-page schedule entitled "ALDI GENERIC HARDWARE TEMPLATE".
- E 02 Use any Lockwood Twin T24 Authorised Dealer.
- E 03 Provide construction lock cylinders up to Practical Completion. At Practical Completion, fit the final lock cylinders and handover keys, clearly tagged and marked, all in accordance with the following Master Key Schedule.
- E 04 Lockwood Security Products Pty Ltd shall attend at site prior to Practical Completion to inspect their installed products. Lockwood shall then provide a faxed note to the Builder copied to the Architect stating that their installed products are in accordance with their hardware schedule. No substitutions are acceptable.
- E 05 Provide keying in accordance with the included schedule, pages E/2 and E/3
- E06 Each type of key is to be colour coded as follows:
- GMK - BLUE
- MK-1 - ORANGE
- KD-1 - YELLOW
- KD-02 - PINK

Provide Hardware Schedule.

This schedule is based on the following documentation:

A1-056

This Door Hardware Schedule is to be checked against final floor plans and specification prior to the ordering of hardware by hardware supplier/Builder.

The schedule is to be read in conjunction with any Electronic or Security documentation to avoid duplications.

000410

GROUND - D.01 STORE ENTRY

Height: 2100
 Width: 600+600
 Thickness: 40
 Handing: Pair Bi-Parting
 Door Type: Aluminium Framed Glazed
 Frame Type: Aluminium

Note: All Auto Door Hardware by manufacturer

GROUND - D.02 STORE EXIT

Height: 2100
 Width: 600+600
 Thickness: 40
 Handing: Pair Bi-Parting
 Door Type: Aluminium Framed Glazed
 Frame Type: Aluminium

Codes:	Description:	Brand:
LIWELL1MDPSC	Twin Lock If Well Round Cylinder	Lockwood
	QTY: 1	
CL OR RL SERIES	Key Switch Suggested	Lock It Well

Notes: All Auto Door Hardware by manufacturer;
 Refer to Architectural Schedule for quantities of
 Cutkeys

GROUND - D.05 STORE EXIT

Height: 2100
 Width: 920
 Thickness: 40
 Handing: RH O/O
 Door Type: Solid Core Metal Clad
 Frame Type: Steel 1/2" Rebated

Codes:	Description:	Brand:
3572SC	60MM B-Set Mortice Escape Lock	Lockwood
	QTY: 1	
T807SC	Square end con fix plate, blank plate only	Lockwood
	QTY: 1	
1905/70SC	Square end vis fix plate, lever only	Lockwood
	QTY: 1	
7726SRSSS (NHO)	Slide Rail Closer size 2-5, D-Action, B-Check, H-Open (Set Non Hold Open)	Lockwood
	QTY: 1	
S17525FPSSS	100x75x2.5mm Fixed pin security hinge	Trio
	QTY: 4	
RP4CANX0920MM	Bottom Seal and Threshold Plate	Raven
	QTY: 1	
RP78CAN SDP	Perimeter seal to head and jambs	Raven
	QTY: 1	
SS092	Strike Shield suit mortice lock (con fix)	Kaba Boyd
	QTY: 1	

Notes: 25mm undercut required to door to suit RP4 seal;
 Door stop type and fixing to be confirmed;
 Reed switch supplied by others.

GROUND - D.06 LOADING DOCK

Height: 2040
 Width: 920
 Thickness: 40
 Handing: RH O/O
 Door Type: Solid Core Metal Clad
 Frame Type: Steel ½" Rebated

Codes:	Description:	Brand:
CK 570	Temporary oval construction cylinder	Not branded
	QTY: 1	
570/T1XOEMDPSC	Twin 570X cylinder	Lockwood
	QTY: 1	
3572X-RSCNCL	60mm B-set mortice storeroom lock (less cyl.)	Lockwood
	QTY: 1	
20025NA/16RSS plate,	162mmx162mm con fix square corner cyl hole, 16 D-pull (108CTRx19DIA)	Lockwood
	QTY: 1	
20105NN/96LSS	162mmx162mm vis fix square corner plate, lever only	Lockwood
	QTY: 1	
7726SRSS (NH0)	Slide Rail Closer size 2-5, D-Action, B-Check, H-Open (Set Non Hold Open)	Lockwood
	QTY: 1	
A350SC	Wall Mounted Door Stop	Efco
	QTY: 1	
S17525FPSSS	100x75x2.5mm Fixed pln security hinge	Trio
	QTY: 4	
RP4CANX0920MM	Bottom Seal and Threshold Plate	Raven
	QTY: 1	
RP78CAN SDP	Perimeter seal to head and jambs	Raven
	QTY: 1	
160CPDP	160 Door Viewer Display Pack	Lockwood
	QTY: 1	
SS092	Strike Shield suit mortice lock (con fix)	Kaba Boyd
	QTY: 1	

Notes: 25mm undercut required to door to suit
 RP4 seal;
 Digital pad access system by others;
 Mount door stop to head of door;
 Reed switch supplied by others.

GROUND - D.22 MAIN ROOF ACCESS

Height: 1060
 Width: 720
 Thickness: 40
 Handing: LH O/O
 Door Type: Solid Core Metal Clad
 Frame Type: Steel 1" Rebated

Codes:	Description:	Brand:
CK 570	Temporary oval construction cylinder	Not branded
	QTY: 1	

000408

570/T1XOEMDPSC	Twin 570X cylinder	Lockwood
3572X-LSCNCRYL	QTY: 1 60mm B-set mortice storeroom lock (less cyl.)	Lockwood
20025NA/16LSS plate,	QTY: 1 162mmx162mm con fix square corner	
20105NN/96RSS	cyl hole, 16 D-pull (108CTRx19DIA) QTY: 1 162mmx162mm vis fix square corner plate, lever only	Lockwood
A250SC	QTY: 1 Floor Mounted Door Stop	Lockwood
LW10000BBSSS	QTY: 1 PK=30 hinges 100x100x2.5 ball bearing	Lockwood
Notes:	QTY: 2 Reed switch supplied by others; Door closer not specified to 1085mm tall access hatch; Key entry to plant area, free escape/entry back into building specified.	

GROUND - D.23 PLANT DECK ACCESS

Height:	1750
Width:	820
Thickness:	40
Handing:	RH O/O
Door Type:	Solid Core Metal Clad
Frame Type:	Steel 1" Rebated

Codes:	Description:	Brand:
CK 570	Temporary oval construction cylinder	Not branded
570/T1XOEMDPSC	QTY: 1 Twin 570X cylinder	Lockwood
3572X-RSCNCRYL	QTY: 1 60mm B-set mortice storeroom lock (less cyl.)	Lockwood
20025NA/16RSS	QTY: 1 162mmx162mm con fix square corner plate, cyl hole, 16 D-pull (108CTRx19DIA)	Lockwood
20105NN/96LSS	QTY: 1 162mmx162mm vis fix square corner plate, lever only	Lockwood
7714SRSSS (NHO)	QTY: 1 Slide rail closer size 1-3, D-Action, B-Check, H-Open (Set Non Hold Open)	Lockwood
A250SC	QTY: 1 Floor Mounted Door Stop	Lockwood
LW10000BBSSS	QTY: 1 PK=30 hinges 100x100x2.5 ball bearing	Lockwood
Notes:	QTY: 3 Reed switch supplied by others; Key entry to plant area, free escape/entry back into building specified.	

GROUND - MISC 01 BIN STORE

Padlocks:	Supplied by Waste Contractor

000407

APPENDIX E

LUMINAIRES SCHEDULE

000406

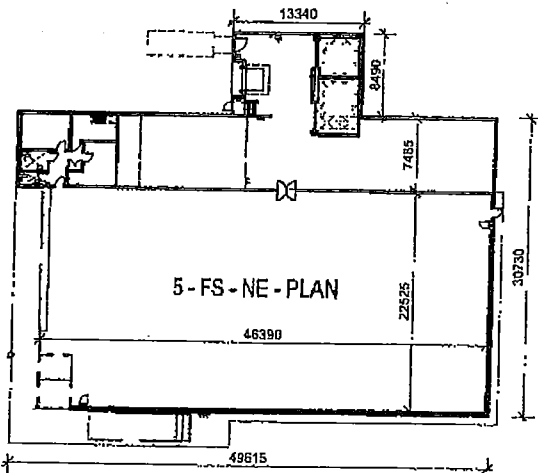
TYPE	DESCRIPTION
D	32 watt compact fluorescent recessed downlight with remote control gear and opal diffuser and. Refer drawings for mounting details. CONCORD LIGHTING - Type LED100TE2028042
H	2 x 26watt wall mounted floodlight with wall bracket with white die-cast aluminium body and integral control gear. VERSALUX LIGHTING (ETHASMFC2X26)
L	70 watt recessed downlight with integral control gear, 70 watt metal halide CDM lamp And IP65 rated cast aluminium housing ERCO - Lightcast Downlight HIT-CE-70WG12
R	Wall mounted 26 watt compact fluorescent wide beam downlight - wall washer type. WE-EF LIGHTING 132-0222 OLV 330-DT-26
S	Wall mounted 70 watt metal halide wide beam downlight - Wall washer type. WE-EF LIGHTING 132-0335 OLV 330-TC-70
LED	Linear LED wall washers - Modular 1m OPTIC FIBRE AND LED LIGHTING SOLUTION - LED-LW-36-COOL WHITE

000405

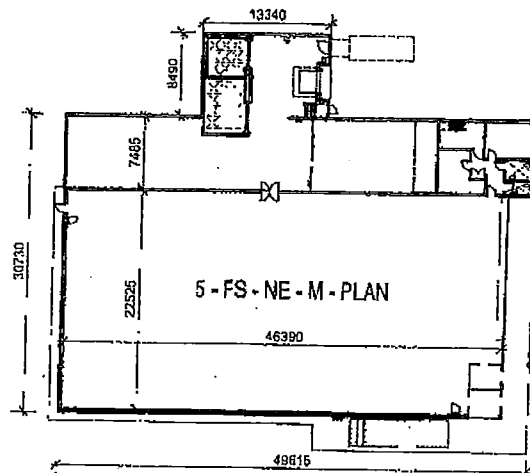
APPENDIX F

REGISTER OF ALDI CONTROL PLANS

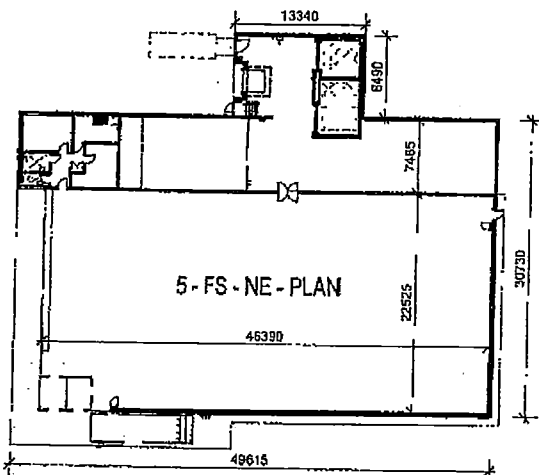
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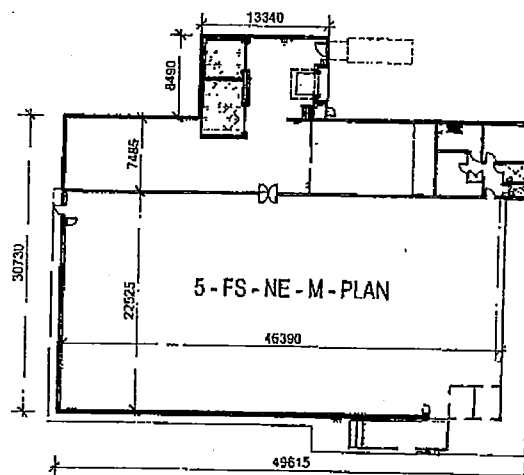
5 AISLE - FRONT ENTRY SIDELOADING - NON EXTENDED
 AMENITIES ARE TO THE LEFT WHEN VIEWING THE STORE
 STANDING IN FRONT OF THE SHOPFRONT



5 AISLE - FRONT ENTRY SIDELOADING - NON EXTENDED - MIRROR
 AMENITIES ARE TO THE RIGHT WHEN VIEWING THE
 STORE STANDING IN FRONT OF THE SHOPFRONT



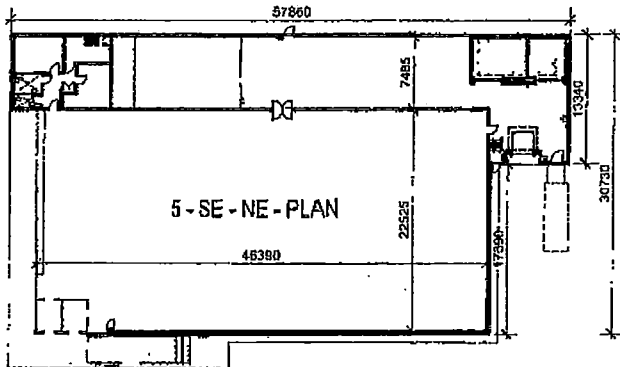
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 AMENITIES ARE TO THE LEFT WHEN VIEWING THE STORE
 STANDING IN FRONT OF THE SHOPFRONT



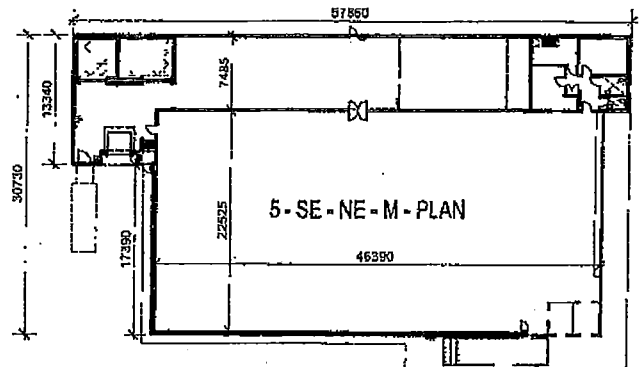
5 AISLE - FRONT ENTRY SIDELOADING - NON EXTENDED - MIRROR
 AMENITIES ARE TO THE RIGHT WHEN VIEWING THE
 STORE STANDING IN FRONT OF THE SHOPFRONT

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PROJECT NAME: CASEY (ACT)		TENDER ISSUE			

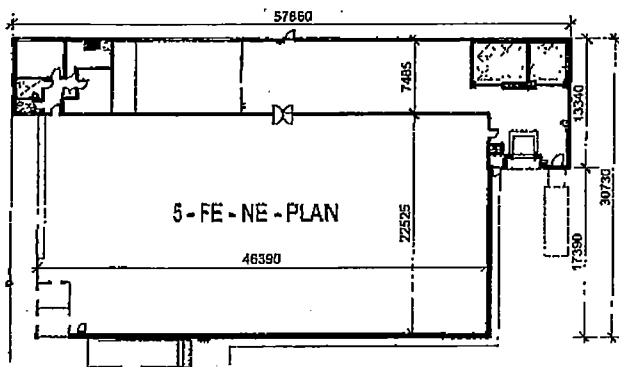
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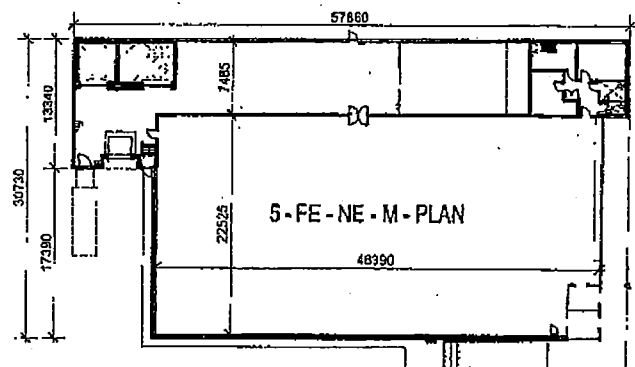
5 AISLE - SIDE ENTRY ENDLOADING - NON EXTENDED
AMENITIES ARE TO THE LEFT WHEN VIEWING THE STORE
STANDING IN FRONT OF THE SHOPFRONT



5 AISLE - SIDE ENTRY ENDLOADING - NON EXTENDED - MIRROR
AMENITIES ARE TO THE RIGHT WHEN VIEWING THE
STORE STANDING IN FRONT OF THE SHOPFRONT



5 AISLE - FRONT ENTRY ENDLOADING - NON EXTENDED
AMENITIES ARE TO THE LEFT WHEN VIEWING THE STORE
STANDING IN FRONT OF THE SHOPFRONT



5 AISLE - FRONT ENTRY ENDLOADING - NON EXTENDED - MIRROR
AMENITIES ARE TO THE RIGHT WHEN VIEWING THE
STORE STANDING IN FRONT OF THE SHOPFRONT

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T (02) 8904 1799 F (02) 8904 1722

PROJECT NAME:
CASEY (ACT)

DRAWING TITLE:
STANDARD FLOOR PLAN
5 AISLE
SHEET 2

DRAWN BY:
LM

SCALE:
-

DATE:
05/08/10

PROJECT NUMBER:
P10104

DRAWING NUMBER:
A3-013

REV:
A

TENDER ISSUE

000402

DOCUMENT REGISTER & TRANSMITTAL

PROJECT: ALDI CASEY	PROJECT NO: P10104

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Issue Legend: P= Preliminary I= Information D= DA C= CC T= Tender FC= Construction

Delivery Legend: C= Courier E= Email M= Mail

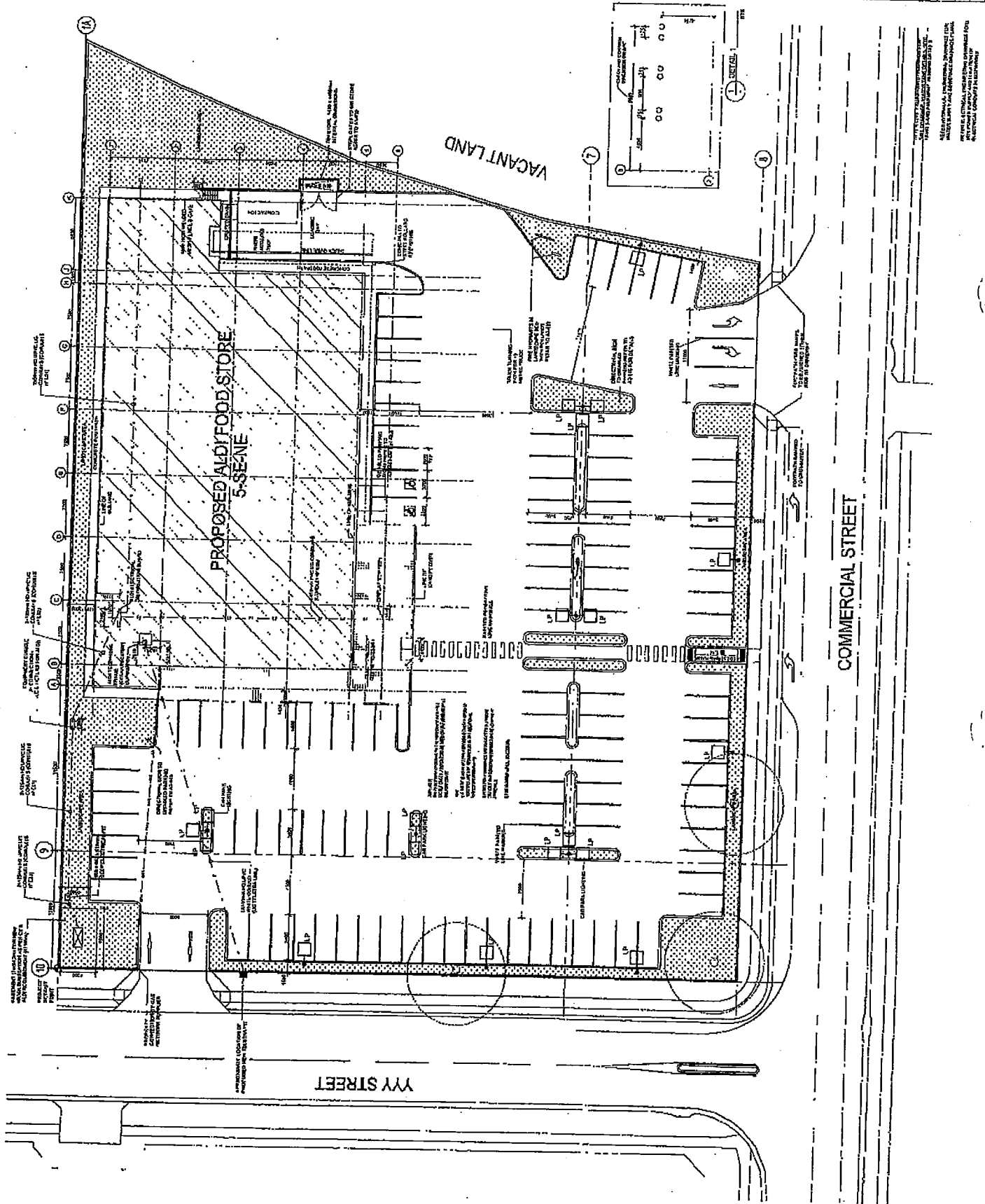
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Dwg. Title	No.	Revision
Site Plan	A1-001	A
Floor Plan	A1-056	A
Slab Plate Plan	A1-088	A
Reflected Ceiling Plan	A1-152	A
Roof Plan	A1-172	A
Elevations	A1-180	A
Precast Panels Layout	A1-190	A
Precast Panels Elevations	A1-191	A
Precast Panels Elevations	A1-192	A
Precast Panels Details	A1-193	A
Loading Dock Plan	A1-200	A
Loading Dock Elevations	A1-201	A
Loading Dock Elevations	A1-202	A
Loading Dock Stair Details	A1-203	A
Airlock Details	A1-400	A
Window Details	A1-500	A
Sections	A1-682	A
Sections	A1-683	A
Section through Loading Dock	A1-691	A
Section through Retail & Store	A1-692	A
Section through Amenities & Retail	A1-693	A
Rainwater Discharge Pipe	A1-694	A
Rainwater Discharge Pipe	A1-695	A
Section through Retail Wall	A1-696	A
Awning Details	A1-697	A
Rainwater Discharge Pipe	A1-698	A
Staircase Enclosure	A1-701	A
Hydraulic	A1 HYD 01	A
Ship Stairs	A3-345	A
Cleaners Sink	A3-358	A
Door Elevations	A3-360	A
Door Elevations	A3-365	A
Door Details	A3-366	A
Door Details	A3-368	A
Door Details	A3-369	A
Construction Detail	A3-703	A
Construction Detail	A3-704	A
Construction Detail	A3-705	A
Construction Detail	A3-706	A
Clean-Out Sump Detail	A3-707	A

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LEGEND  ACTIVE ENGRAVING  ENGRAVING  GLASS  LIGHT  WALL  FLOOR  CEILING  ELECTRICAL EQUIPMENT  ELECTRICAL COMPONENTS  GLASS	
STRUCTURAL DATA FOUNDATION: CONCRETE WALLS: CONCRETE FLOORS: CONCRETE CEILING: CONCRETE ROOF: CONCRETE GLASS: ALUMINUM FRAME WALLS: ALUMINUM FRAME FLOORS: ALUMINUM FRAME CEILING: ALUMINUM FRAME ROOF: ALUMINUM FRAME	
QUANTITY TAKE OFF ITEM NO. QUANTITY UNIT 1. CONCRETE 1000 M³ 2. ALUMINUM 1000 M² 3. GLASS 1000 M² 4. WALL 1000 M² 5. FLOOR 1000 M² 6. CEILING 1000 M² 7. ROOF 1000 M²	
STEINER RICHARDS ARCHITECTS 100 WILKINS STREET, MONMOUTH, NSW 2706 T (02) 8334 1755 F (02) 8334 1722	
ALDI STORES (A) (B) (C) (D) (E) (F) (G) (H) (I) (J) (K) (L) (M) (N) (O) (P) (Q) (R) (S) (T) (U) (V) (W) (X) (Y) (Z)	
PROJECT NAME CASEY (ACT)	
DRAWING TITLE SITE PLAN	
DRAWN BY: SCALE: 1:200 DATE: 05/06/2010 PROJECT NUMBER: TENDER ISSUE	



000398

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Notes:

1. The site plan shows the proposed development of the site and the location of the proposed development. The site plan is to be used in conjunction with the site plan and the site plan. The site plan is to be used in conjunction with the site plan and the site plan.

STEINER RICHARDS ARCHITECTS

ARCHITECTS

100 WALTON STREET, NORTH SYDNEY, NSW 1585

T 151 200 122

F 151 200 122

ALDI Stores

(Aldi Stores Pty Ltd)

ALDI

REVISION

DESCRIPTION

DATE

BY

FOR

PROJECT NAME

CASEY (ACT)

PROJECT NAME

CASEY (ACT)

PROJECT NAME

CASEY (ACT)

PROJECT NAME

CASEY (ACT)

PROJECT NAME

CASEY (ACT)

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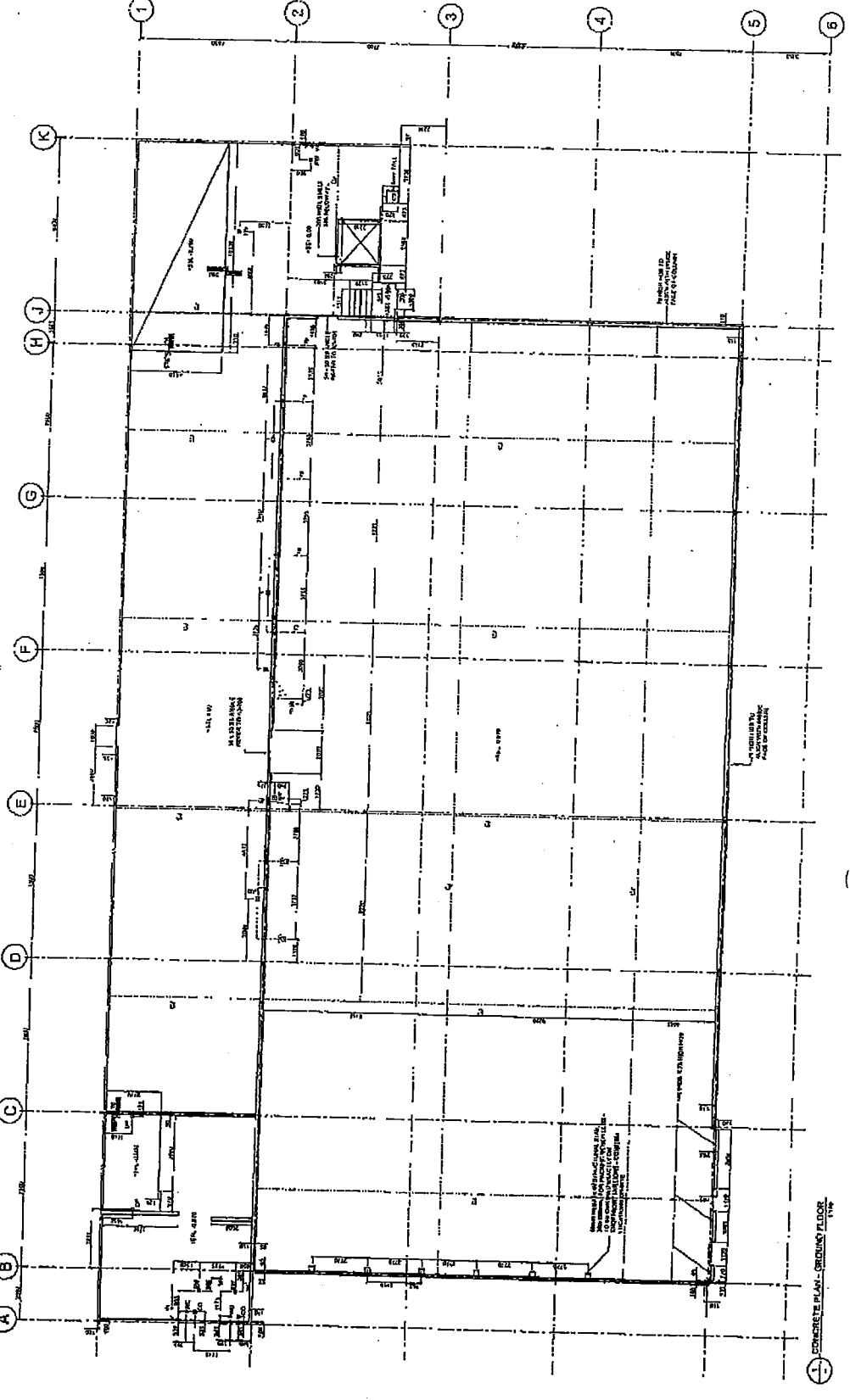
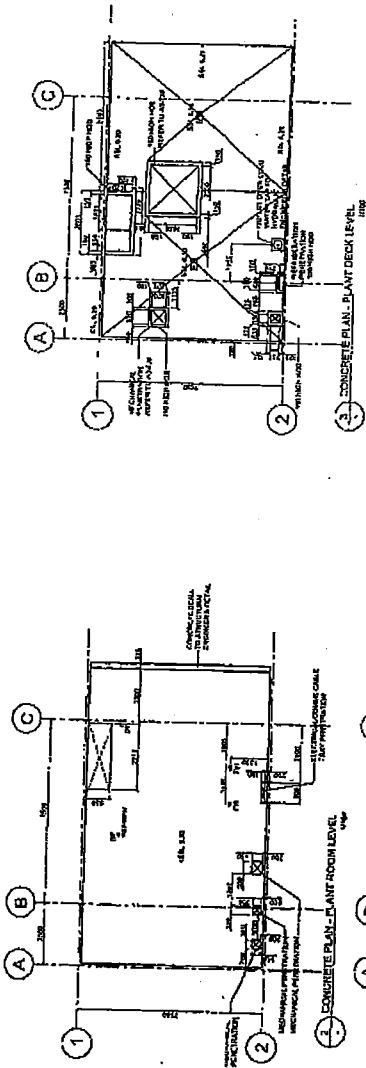
CASEY (ACT)

PROJECT NAME

CASEY (ACT)

PROJECT NAME

CASEY (ACT)



CONCRETE PLANT ROOM LEVEL

GROUND FLOOR

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PROJECT: ALDI STORES
MECHANICAL ENGINEER
ELECTRICAL ENGINEER
STRUCTURAL ENGINEER
PLUMBER
QUANTITY SURVEYOR
SCHEMATIC DESIGNER
PAINT DESIGNER

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ARCHITECTS

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T: 1521 804 1179 F: 1521 804 1122

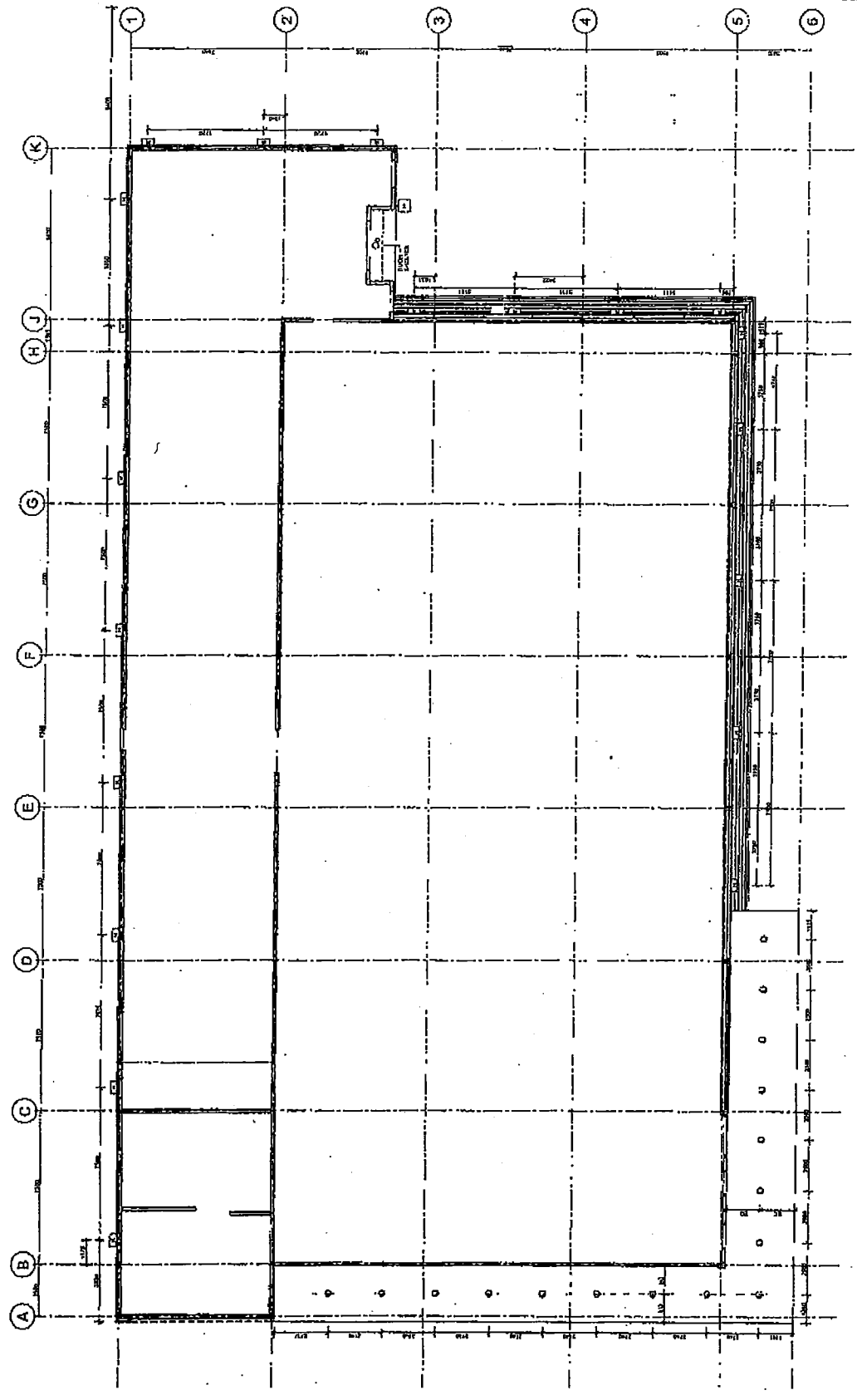
ALDI Stores
A. J. JAMES (MANAGER)

REV NO. DESCRIPTION
A. HANDED TO: (MANAGER)

PROJECT NAME: ALDI STORES
PROJECT NO.: 1001
DATE: 10/10/17

DRAWING TITLE: REFLECTED CEILING PLAN
SCALE: 1:100
DRAWN BY: LJA
CHECKED BY: LJA
DATE: 10/10/17
REV: A

PROJECT: ALDI STORES
MECHANICAL ENGINEER
ELECTRICAL ENGINEER
STRUCTURAL ENGINEER
PLUMBER
QUANTITY SURVEYOR
SCHEMATIC DESIGNER
PAINT DESIGNER



REFLECTED CEILING PLAN

TENDER ISSUE

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1449.
On the value of the expression $\frac{1}{n} \sum_{k=1}^n \frac{1}{k}$ in the theory of the distribution of the values of the function $\zeta(s)$ in the critical strip.

It has been suggested to representatives of the press and education etc. that people should maintain a certain vigilance as to how they are being treated.

LEADS	
(C) PRECAST CONCRETE WALL, 4' HIGH THICK	
(70) MASONRY CAST CONCRETE WALL, 4' HIGH * 8"	
(67) TWO COURSE(1) SINGLE COURSE PAVER, 16"x12"	
(68) LOGS	
(69) TWO COURSE(16) FIVE COURSE(160)	

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100

[illegible]

1103

do not leave the students. Use figure 30 as a guide to placement of each and insert as appropriate to student records.

On not was like document for criminal justice system. It is defined as "information" and defined by or as defined representation in Machine-readable form.

[illegible]steiner richards
ARCHITECTS

400 WALKER STREET, NORTH AVENUE NSW 2060
 C (02) 4906 1799 C (02) 0904 1722



ALDI Stores
(A United Partnership)

NO.	DESCRIPTION	ISSUED FOR INDEX - ORIGINAL
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73. 1000	1000	1.00	1000.00
74. 1000	1000	1.00	1000.00
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DATE	APPROVED BY	DIVISION CHIEF

[illegible][illegible]

COGNITION
FALL 7
QUEST NAME:

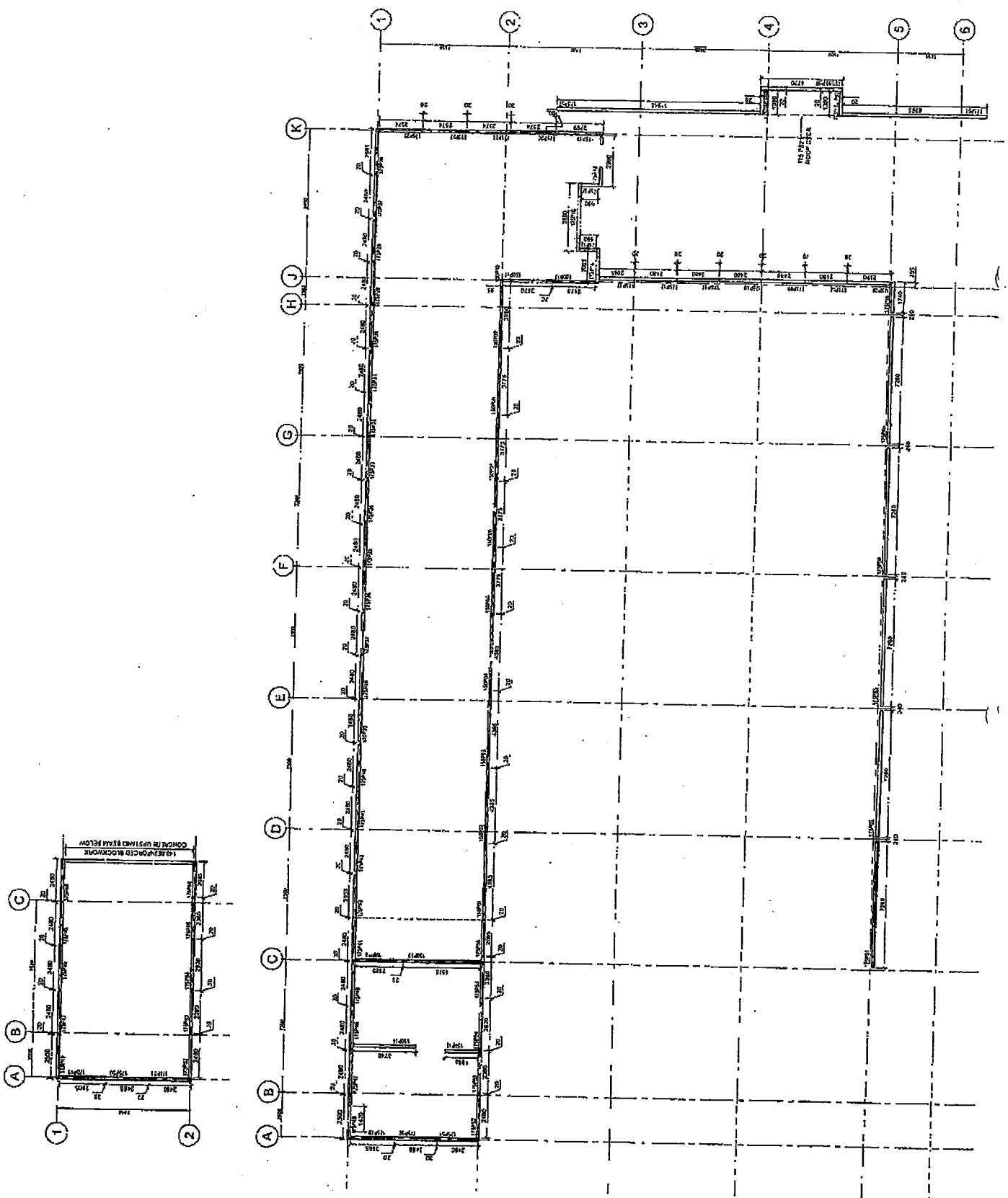
ΔΕΥ (ACT)

AWING TITLE:
EGAST PANEL SLAYOUT

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DRAWING NUMBER: 100
 27100
 REV: 03/08/2010

TENDER ISSUE



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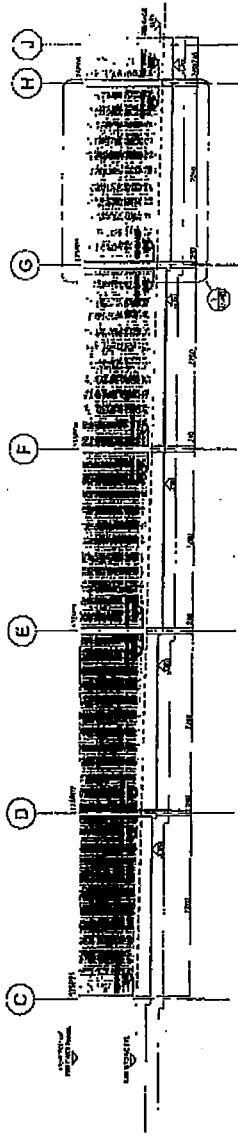
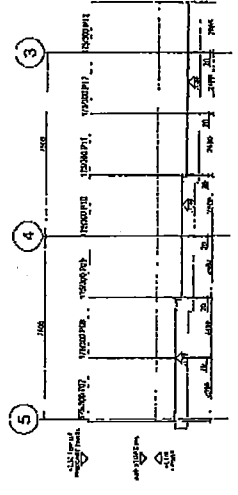
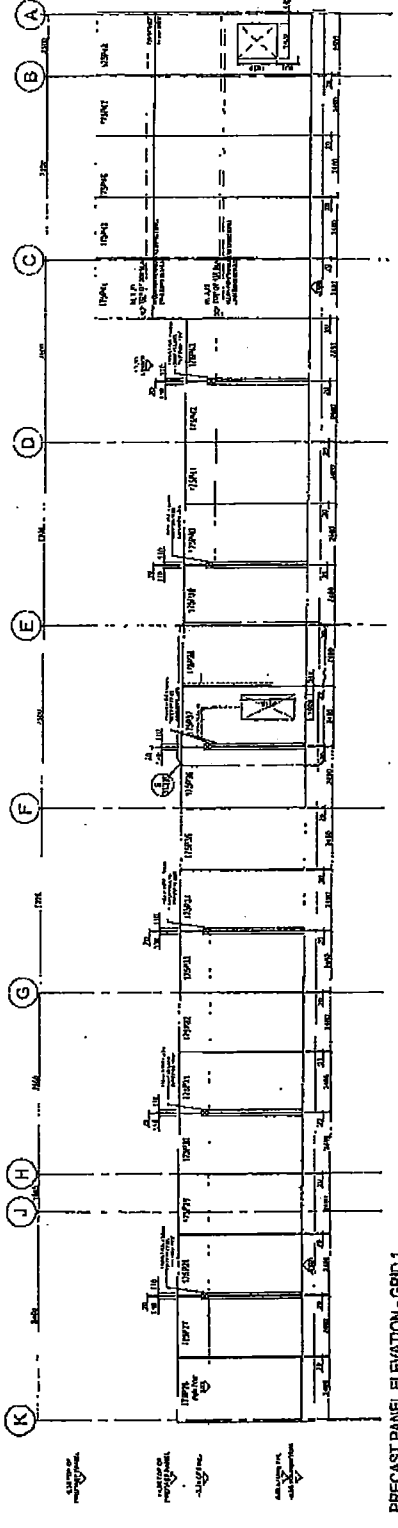
MECHANICAL ENGINEER
ELECTRICAL ENGINEER
PLUMBER
DRAINAGE ENGINEER
STRUCTURAL ENGINEER
STEINER RICHARDS PTY LTD
ARCHITECTS

STEINER RICHARDS PTY LTD
ARCHITECTS
ALAN STOKES
ARCHITECT

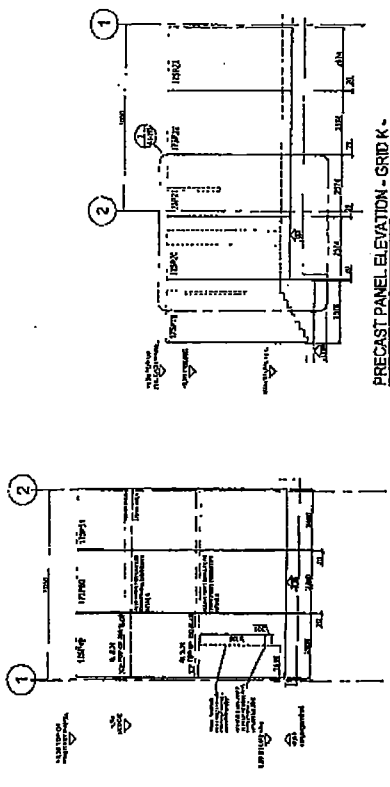
PROJECT NAME
CASEY (ACT)

DATE
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SCALE
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DATE
DRAWING NUMBER
PROJECT NAME
CASEY (ACT)

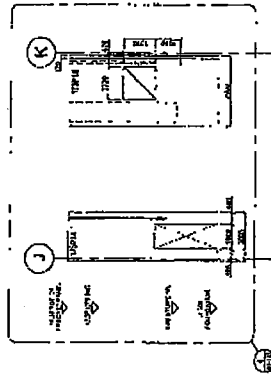
DRAWING TITLE
PRECAST PANELS
ELEVATIONS
SHEET 1
DRAWN BY
SCALE
DATE
CHECKED BY
DATE
DRAWING NUMBER
PROJECT NAME
CASEY (ACT)



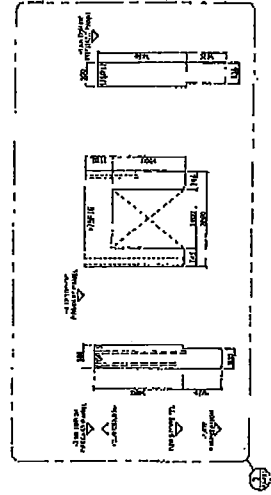
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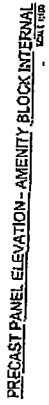
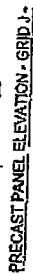
PRECAST PANEL ELEVATION - GRID A - SCALE 1:50



PRECAST PANEL ELEVATION - LOADING DOCK DOORS - SCALE 1:50



PRECAST PANEL ELEVATION - PANEL LIFT DOOR - SCALE 1:50



100 WALWELL STREET NORTH AVENUE, NEW YORK 1000
T (02) BRUN 1799 F (02) BRUN 1727

ALDI Stores
(A Member Firm)

DATE	DESCRIPTION	AMOUNT
10/1/78	10/1/78	10/1/78
10/2/78	10/2/78	10/2/78
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12/31/78	12/31/78	12/31/78

ISSUED FOR T-4027 - 0106119

[illegible]

STATUS	APPROVAL	DATE
ADMIN		
MANAGEMENT		

[illegible][illegible]

PROJECT NAME: _____
BY (ACT): _____

STAMP 6
ING TITLE:

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\$100.00

DATE:	05/06/20
REV:	

SCALE: 1/100

DWG NUMBER:

-A3-102

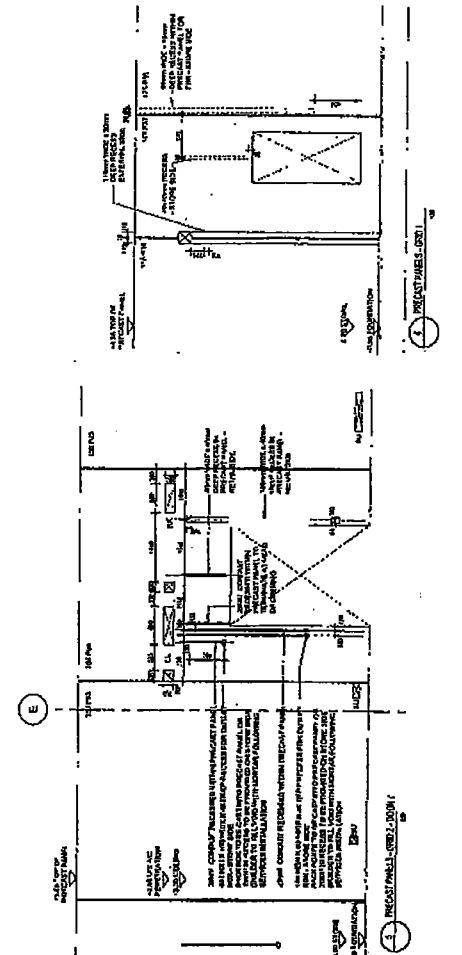
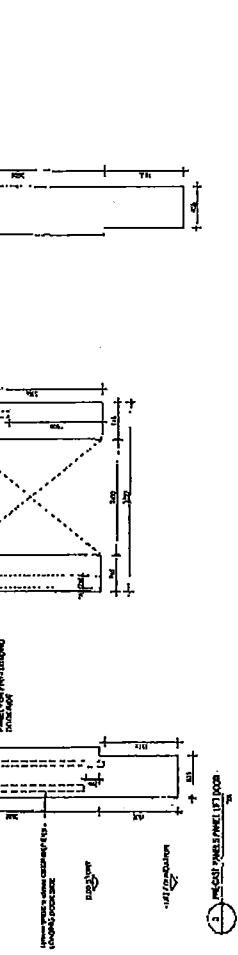
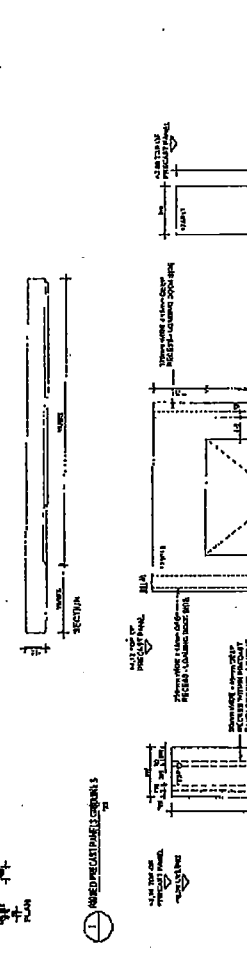
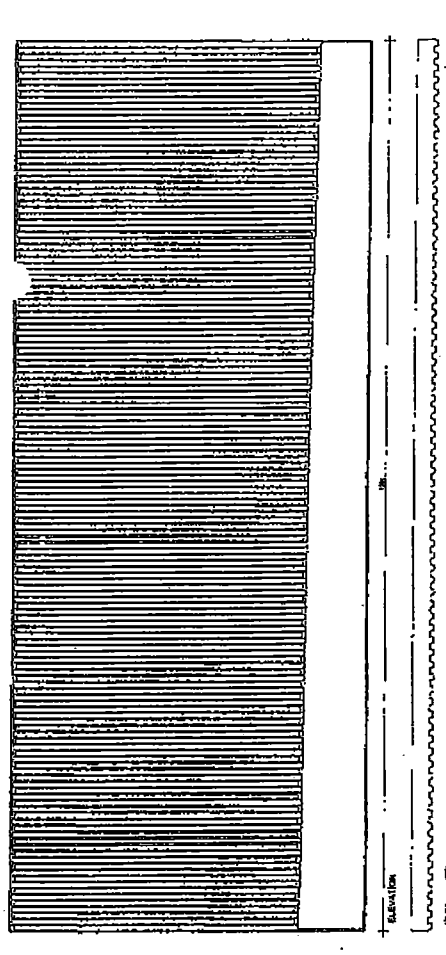
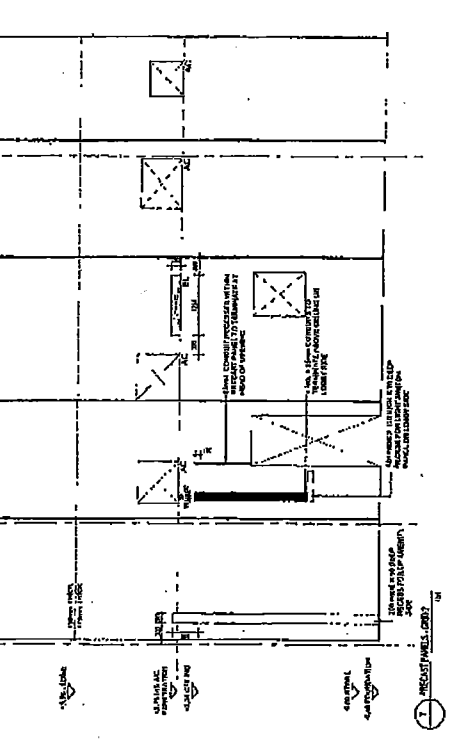
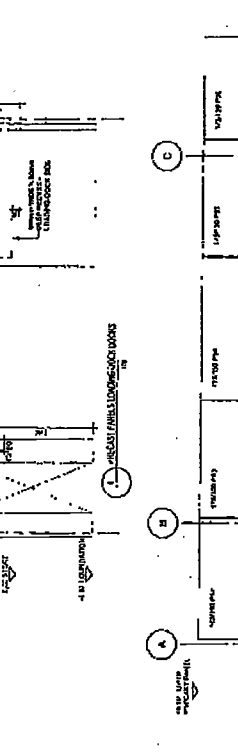
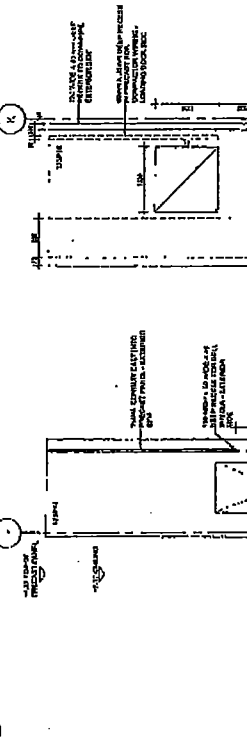
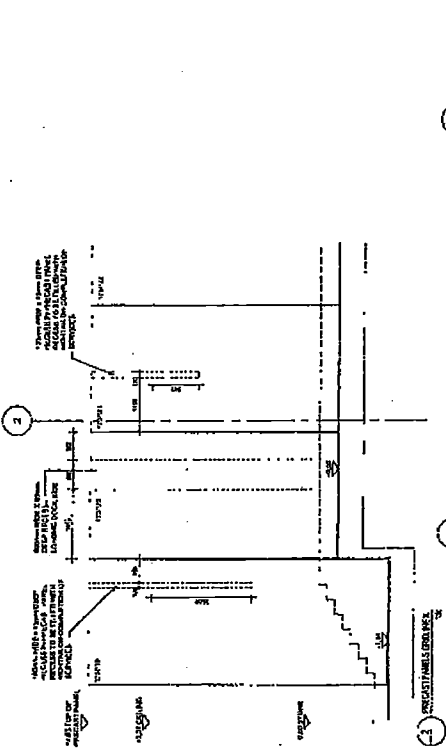
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100 WALKER STREET, NORTH SYDNEY, NSW 2060
TEL: 915 1100
FAX: 915 1101
WWW.STEINER-RICHARDS.COM.AU

PROJECT NAME: CASEY (ACT)
DRAWING TITLE: PRECAST PANELS
DRAWING NO: 100
SCALE: 1:50
DATE: 06/08/19
DRAWN BY: [Signature]
CHECKED BY: [Signature]
APPROVED BY: [Signature]

DISCIPLINE: ARCHITECTURE
SUB-DISCIPLINE: PRECAST CONCRETE
PROJECT NO: 100
DRAWING NO: 100
SCALE: 1:50
DATE: 06/08/19
DRAWN BY: [Signature]
CHECKED BY: [Signature]
APPROVED BY: [Signature]



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SURVEILLANCE POINT / PROGRAM IS EXPANDED _____
 MECHANICAL EXPANDED _____
 ELECTRICAL EXPANDED _____
 SOLVENT _____
 PUMPING _____
 QUANTITY INCREASED _____
 DECONTAMINANT _____
 TRAFFIC CONSULTANT _____

steiner richards
ARCHITECTS

100 WALKER STREET NORTH SYDNEY, NSW 2260
1 (02) 8904 1723 + (02) 8904 1722



ALDI Stores
 (A United Partnership)

PERSON'S NAME AND ADDRESS	AGE
POULSEN JR	38

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100

APPROVED BY	MANAGED STATE

100-443887-100
 ALL INFORMATION CONTAINED
 HEREIN IS UNCLASSIFIED
 DATE 08-14-2010 BY 60322
 UCBAW/BJO

CONSTRUCTION	---	---	---
ENTREPRENEUR	---	---	---
DR. TOWMAN	---	---	---

PROJECT NAME: _____
 DATE: _____
 OF CONTAINMENT: _____

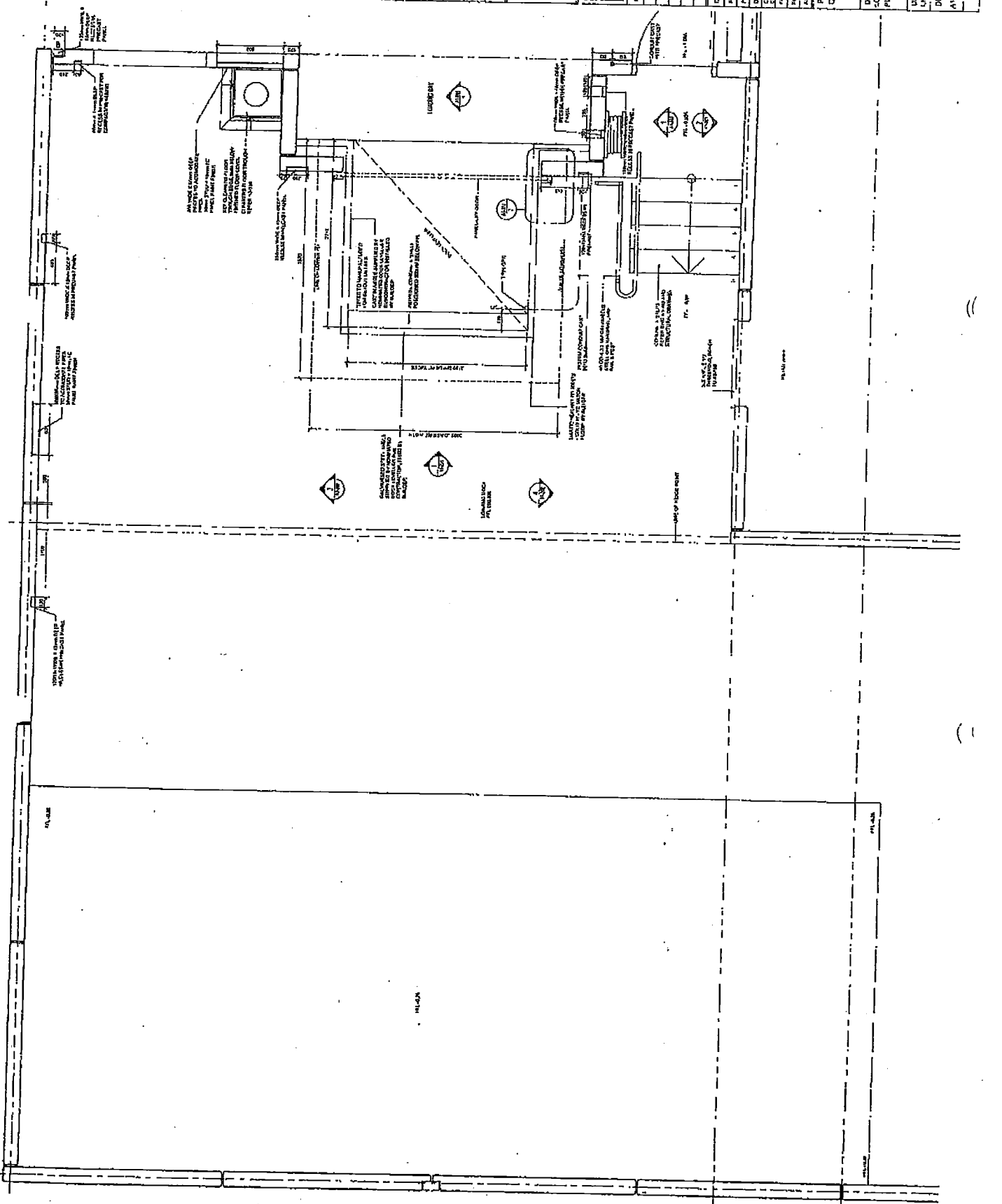
CASEY (ACT)

RAWERS TITLE;
LOADING DOCK
-AN-

SALE	DRAWN BY

RAVING NURBIE:
2000

TENDER ISSUE

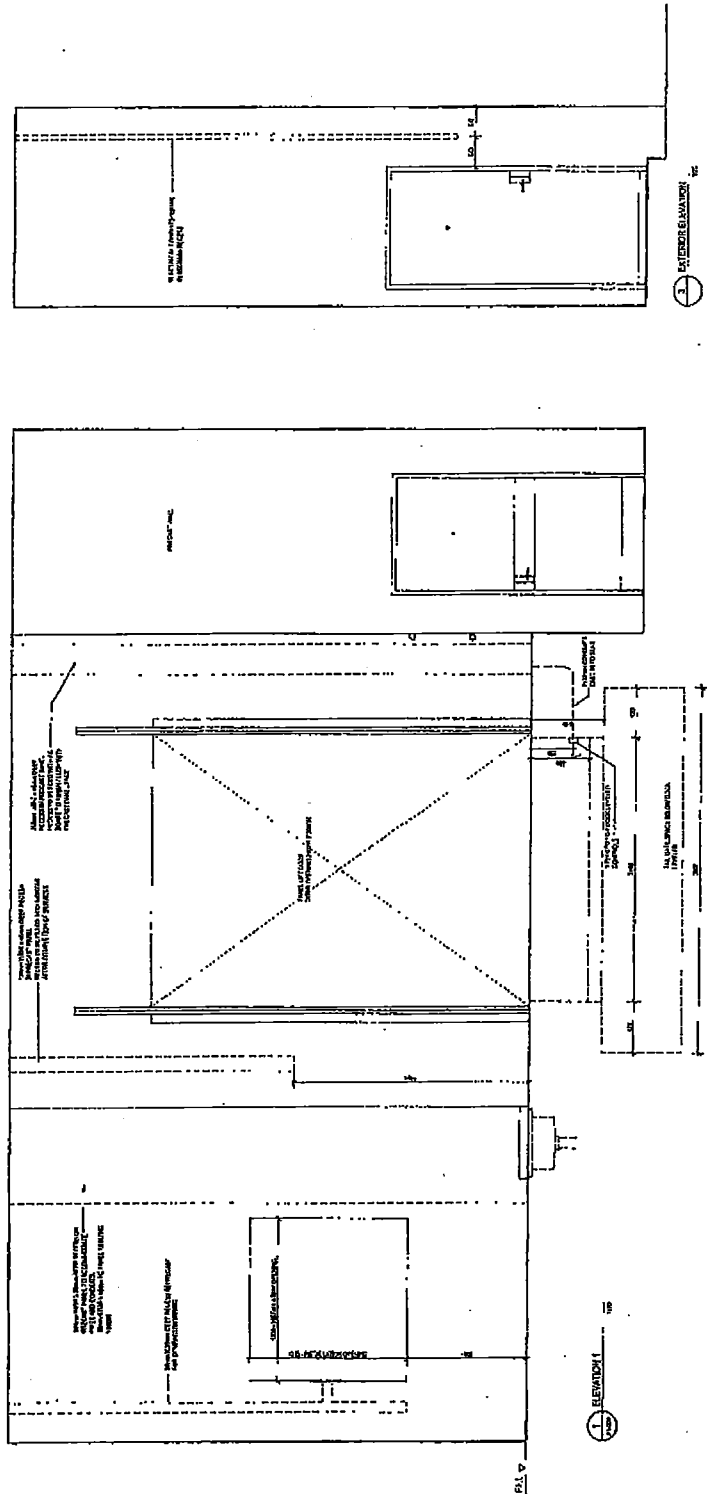


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- Shade indicates do not construct the structure, if indicated otherwise on the drawings.
- Information of this document may be used by a third party.

STRUCTURAL / CIVIL / MECHANICAL ENGINEERS	
MECHANICAL ENGINEER	
NAME: _____	
QUALITY SUPERVISOR: _____	
PROJECT CONSULTANT: _____	
MECHANICAL CONSULTANT: _____	
steiner richards ARCHITECTS	
101 VANDER STREEP, NORTH RIVER, NSW 2202 T: 02 9384 1798 F: 02 9384 1722	
ALDI Stores ALP-Red (Preliminary)	
REV	DESCRIPTION
1	ISSUED FOR TENDER - COMPLETED
DATE: _____	
APPROVED BY: _____	
PROJECT NAME: CASEY (ACT)	
DRAWING TITLE: LOADING DOCK ELEVATIONS	
SHEET 1	
OWNER: STC	SCALE: 1:50
DATE: 06/02/2016	REV: A
DRAWING NUMBER: A1101	
TENDER ISSUE	

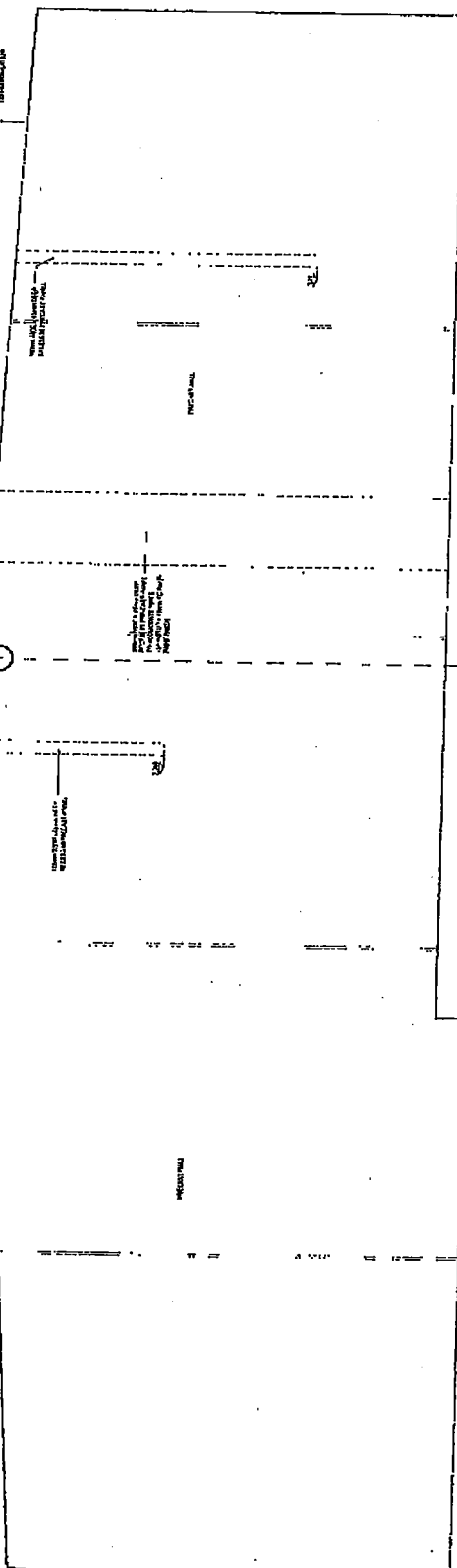


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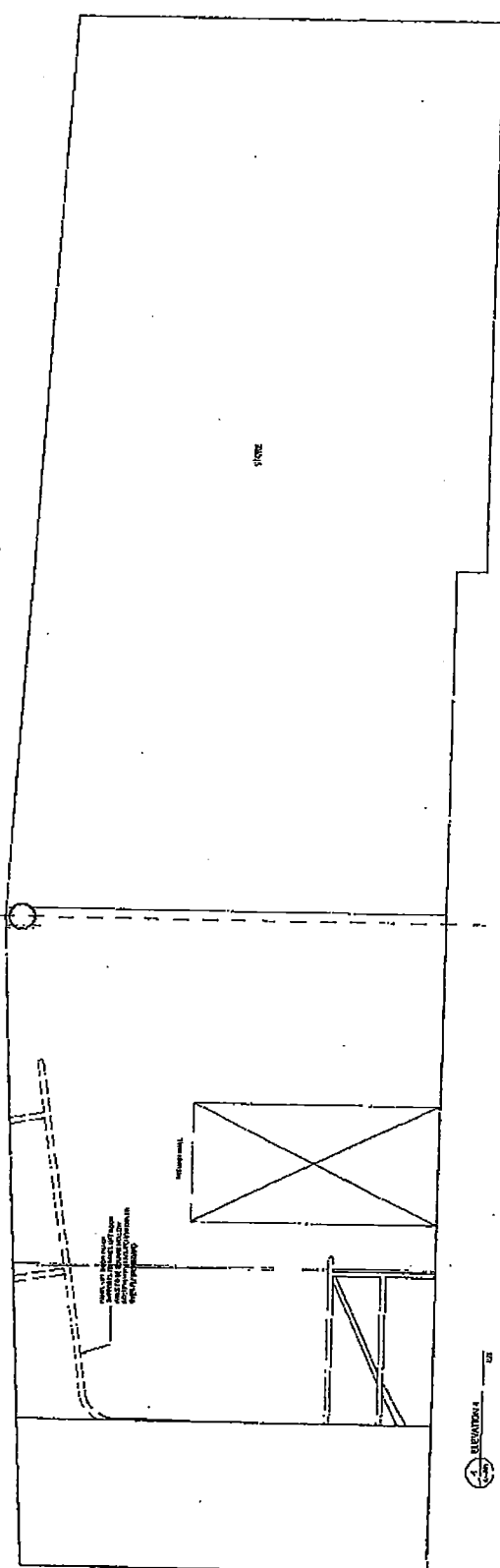
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SECTION 1



SECTION 2

steiner richards
 ARCHITECTS

100 RAINBOW STREET, SUITE 101, SYDNEY NSW 2000
 T 1521 1800 1234 F 1521 1800 1234



ALDI STORES
 (Aldi Food Market)

REV	NO	DATE	DESCRIPTION
1	1	10/10/14	ISSUED FOR TENDER - WORKS
2	1	10/10/14	ISSUED FOR TENDER - WORKS
3	1	10/10/14	ISSUED FOR TENDER - WORKS
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99	1	10/10/14	ISSUED FOR TENDER - WORKS
100	1	10/10/14	ISSUED FOR TENDER - WORKS

PROJECT NAME
 CASEY (AC)

DRAWING TITLE
 LOADING DOCK

ELEVATIONS
 SHEET 2

DRAWN BY
 114

SCALE
 1:50

DATE
 10/10/14

DRAWING NUMBER
 114

REVISION
 1

TENDER ISSUE

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PROJECT TITLE: **LOADING DOCK**
 DRAWING NO: **LD01**
 DATE: **03/04/2010**
 SCALE: **1:20**
 DRAWN BY: **LM**
 CHECKED BY: **LM**
 PROJECT NAME: **CASEY (ACU)**

STRUCTURAL / CIVIL / MECHANICAL ENGINEER: **steiner richards ARCHITECTS**
 MECHANICAL ENGINEER: **steiner richards ARCHITECTS**
 ELECTRICAL ENGINEER: **steiner richards ARCHITECTS**
 SURVEYOR: **steiner richards ARCHITECTS**
 PLUMBER: **steiner richards ARCHITECTS**
 QUANTITY SURVEYOR: **steiner richards ARCHITECTS**
 ARCHITECT: **steiner richards ARCHITECTS**
 TRAFFIC CONSULTANT: **steiner richards ARCHITECTS**

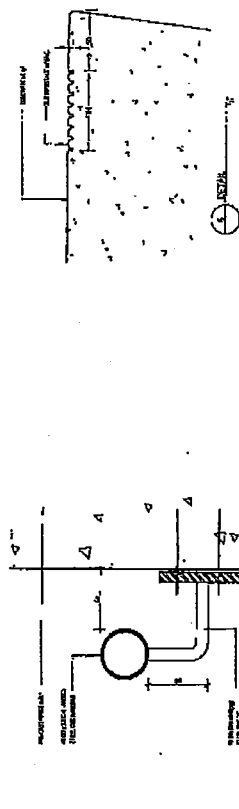
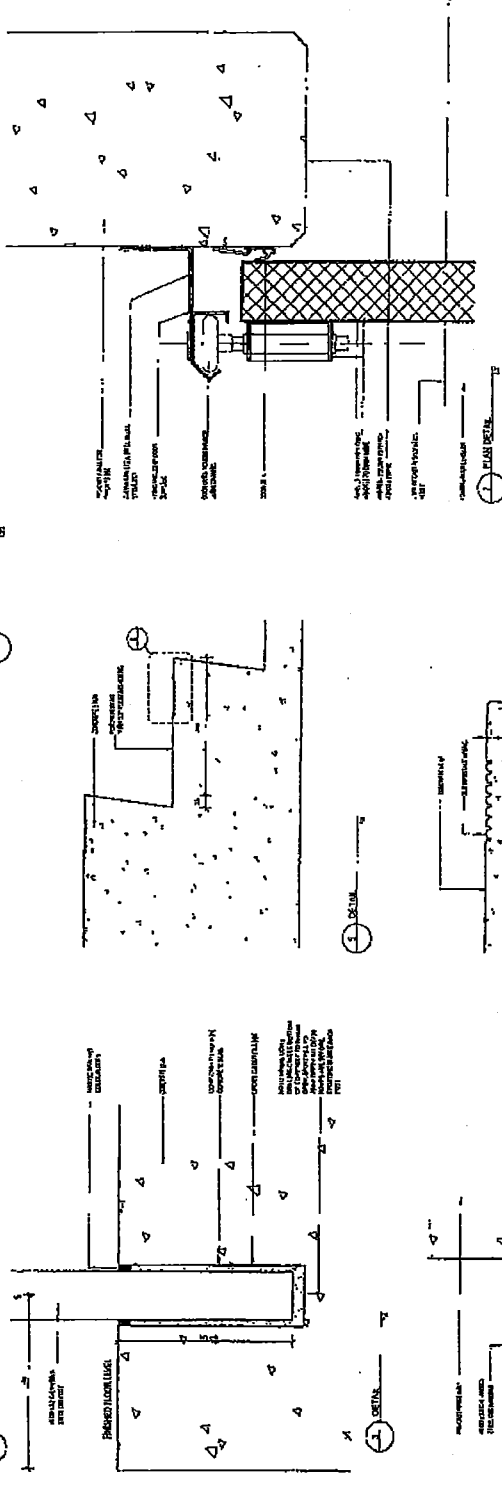
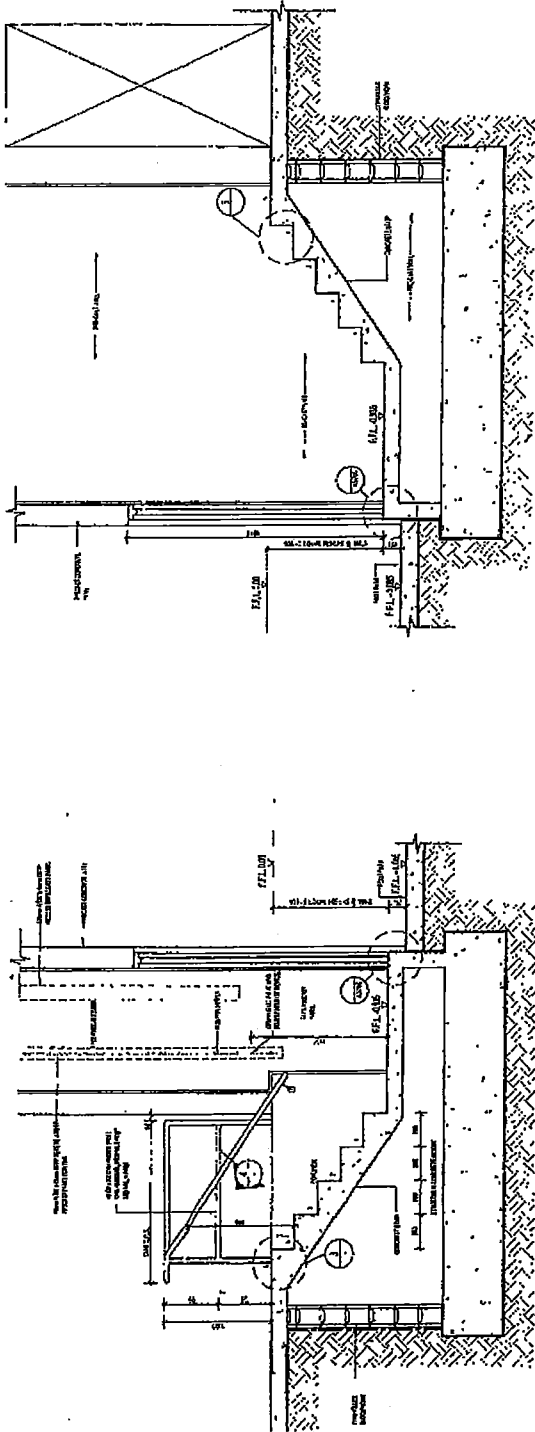
10 WALLEN STREET NORTH SYDNEY NSW 2060
 T: (02) 9554 1789 F: (02) 9554 1722
 AUSTIN
 ALDI STORES
 (A United Network)

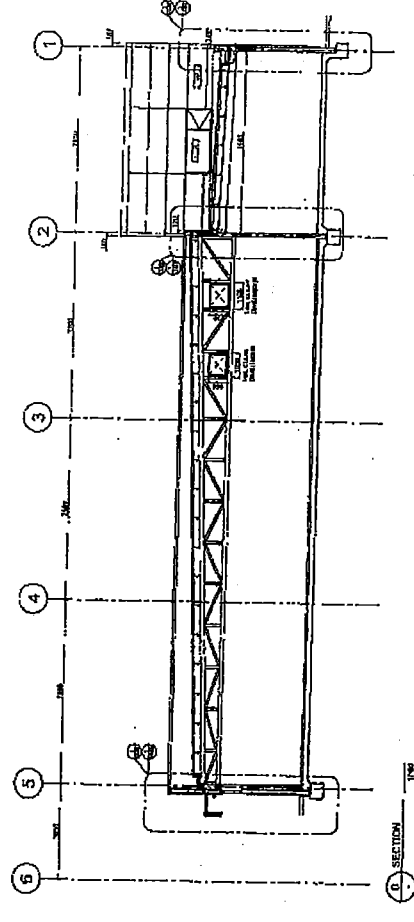
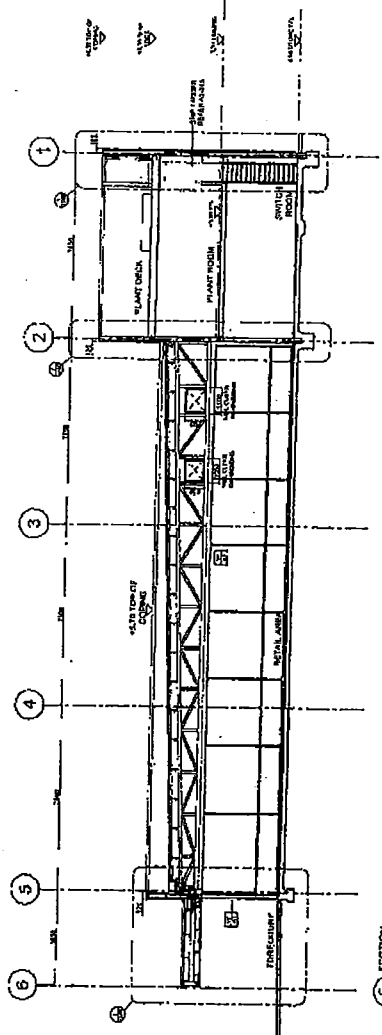
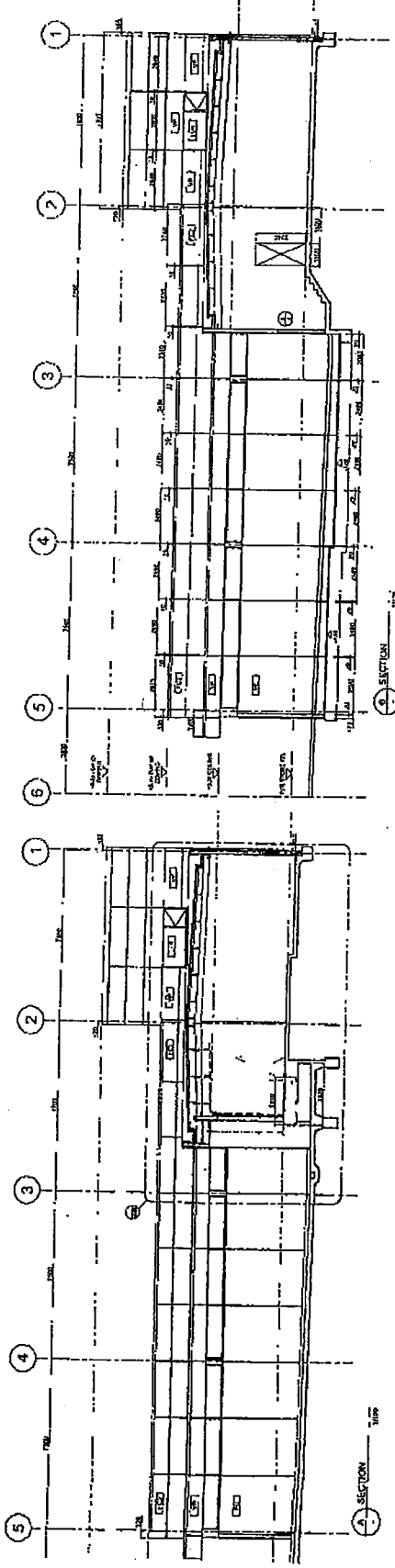
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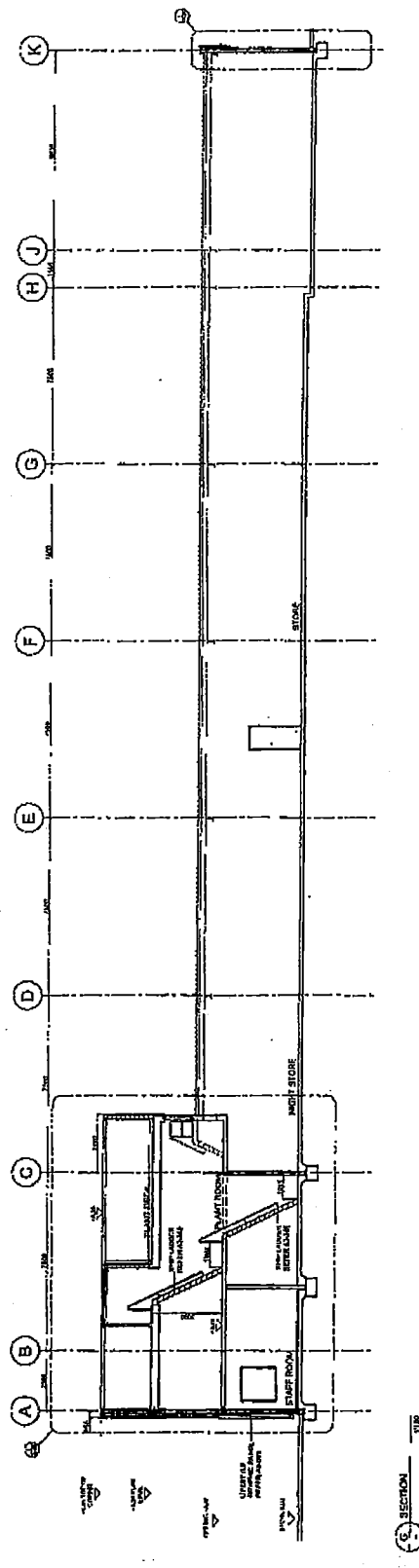
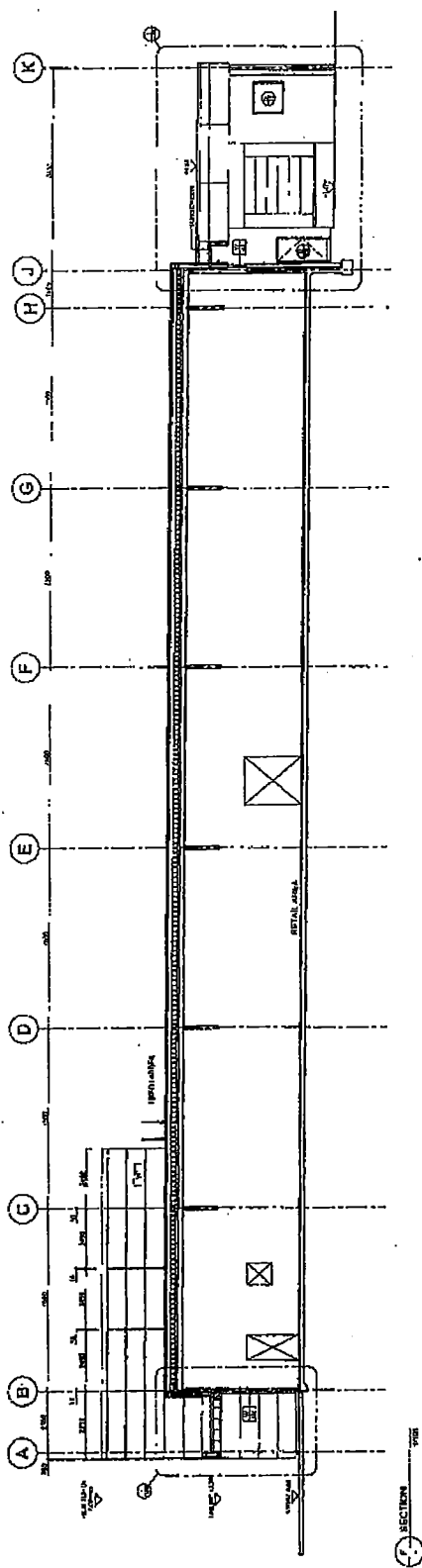
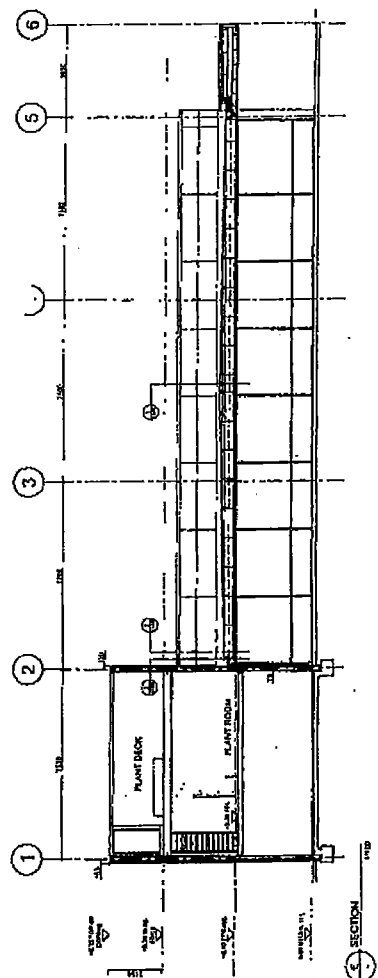
DATE: **03/04/2010**
 DRAWING BY: **LM**
 CHECKED BY: **LM**
 PROJECT NAME: **CASEY (ACU)**

DRAWING TITLE: **LOADING DOCK**
 DRAWING NO: **LD01**
 DATE: **03/04/2010**
 SCALE: **1:20**
 DRAWN BY: **LM**
 CHECKED BY: **LM**
 PROJECT NAME: **CASEY (ACU)**

TENDER ISSUE







OWNER: PROJECT #1 (ALABAMA) 100-100
 The information on this drawing is the property of the architect and is not to be used for any other purpose without the written consent of the architect.

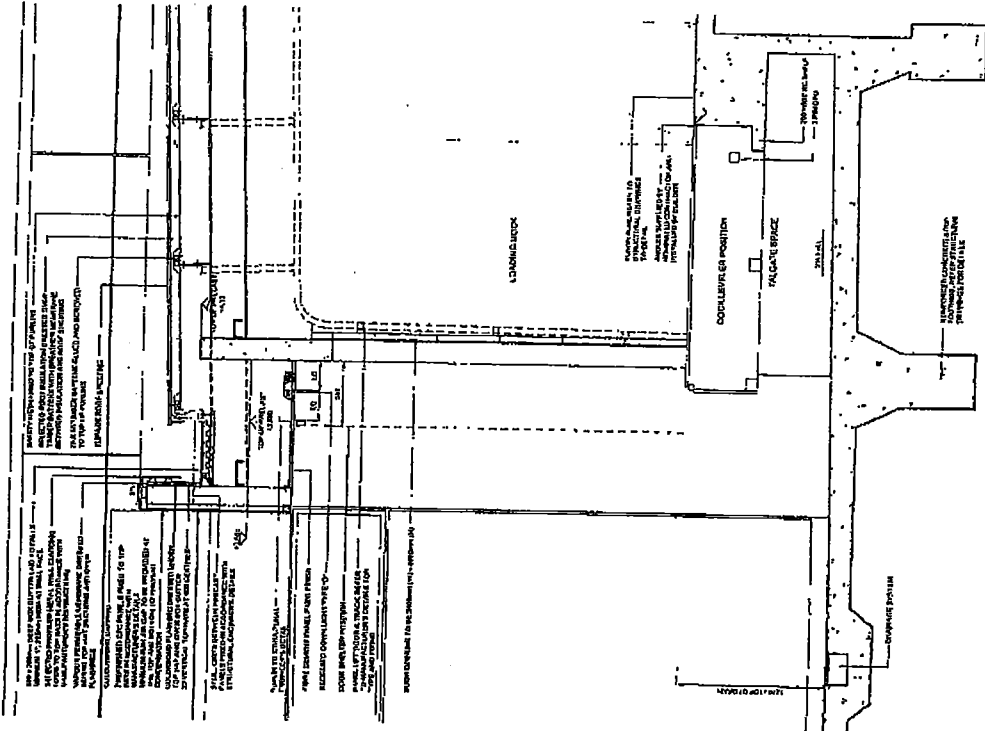
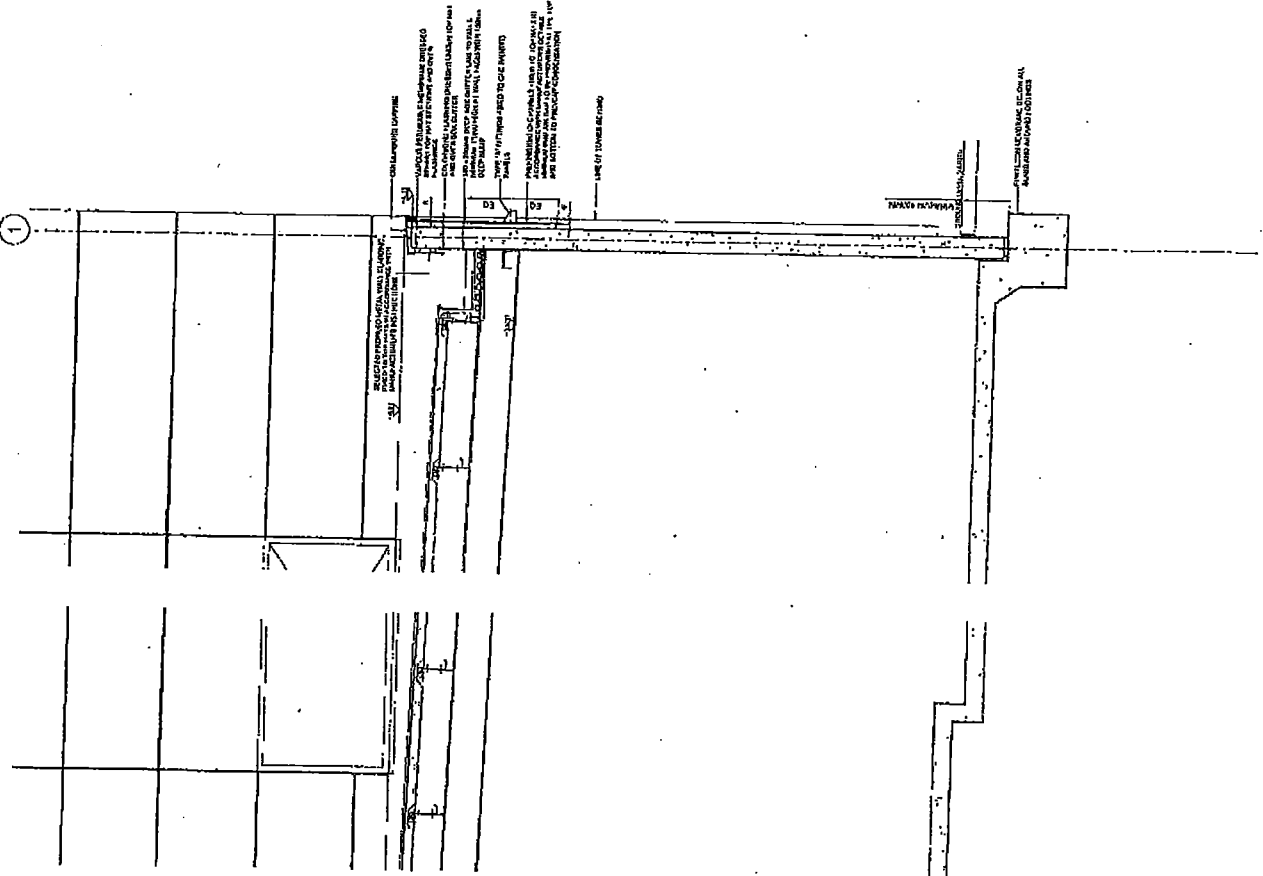
DATE: 10/1/14
 Do not make any changes to this drawing without the written consent of the architect. If you do, you will be responsible for any errors or omissions that may result.

PROJECT NAME: ALABAMA PROJECT #1
 PROJECT NUMBER: 100-100
 PROJECT LOCATION: 100-100

ARCHITECT: steiner richards ARCHITECTS
 100 WALTON STREET, SUITE 100, NEW YORK, NY 10014
 T: (212) 410-1234 F: (212) 410-1234

PROJECT NAME: ALABAMA PROJECT #1
 PROJECT NUMBER: 100-100
 PROJECT LOCATION: 100-100

SECTION TITLE: SECTION THROUGH LOBBY
 SCALE: 1/8" = 1'-0"
 DRAWN BY: J.M.
 CHECKED BY: J.M.
 DATE: 10/1/14



① SECTION 121

SECTION

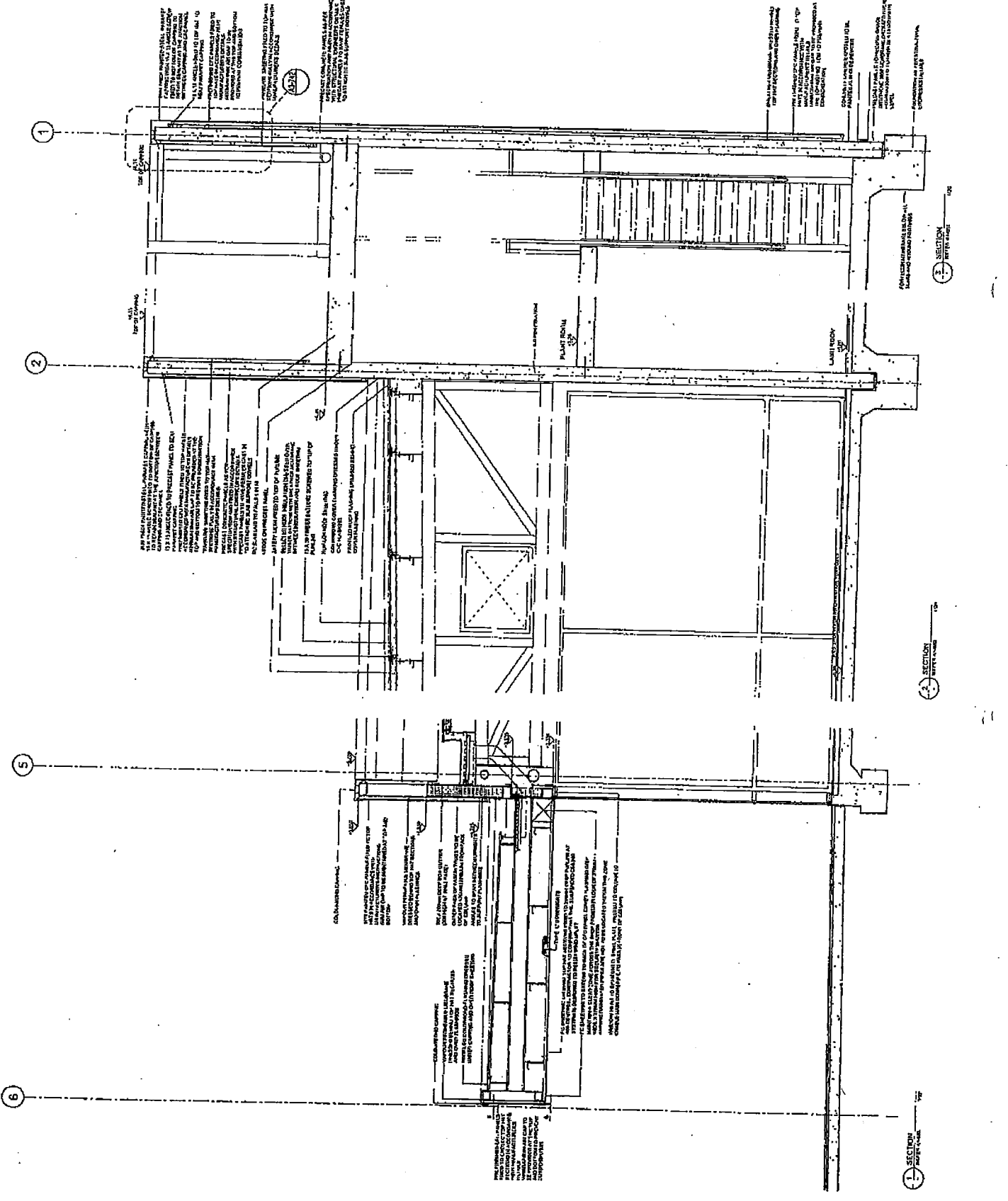
[illegible]3 SECTION
BIRMINGHAMsteiner richards
ARCHITECTS

60 WALL STREET, NORTH SYDNEY, NEW ZEALAND
 T (02) 8308 5702 F (02) 8304 1772

ALDI Stores
La Unión, Pennsylvania

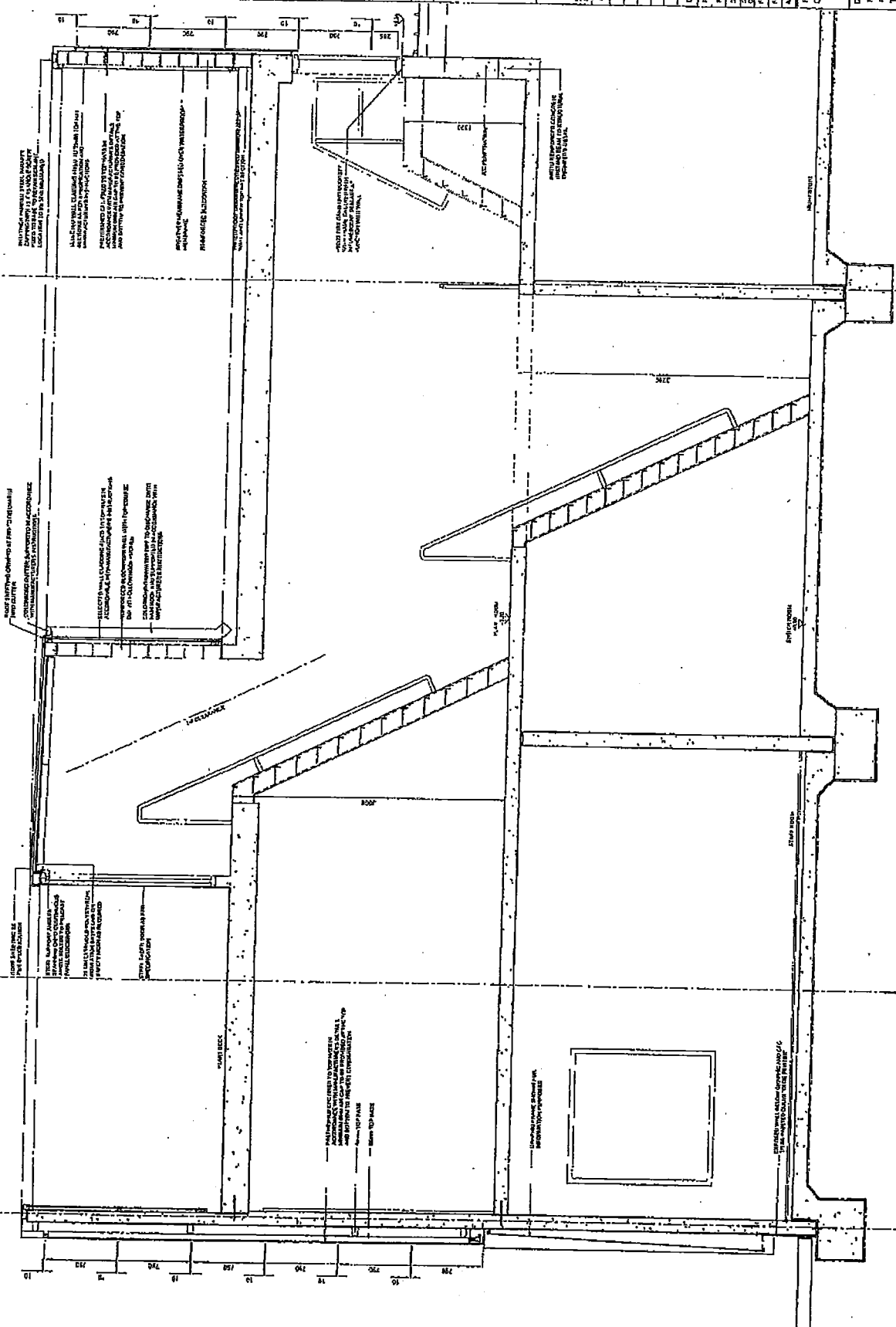
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7	7/1/1971	7. ASSESS THE TENDER - REQUEST	8	8/1/1971	8. ASSESS THE TENDER - REQUEST	9	9/1/1971	9. ASSESS THE TENDER - REQUEST
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TENDER ISSUE

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⑤

505 TENDER ISSUE



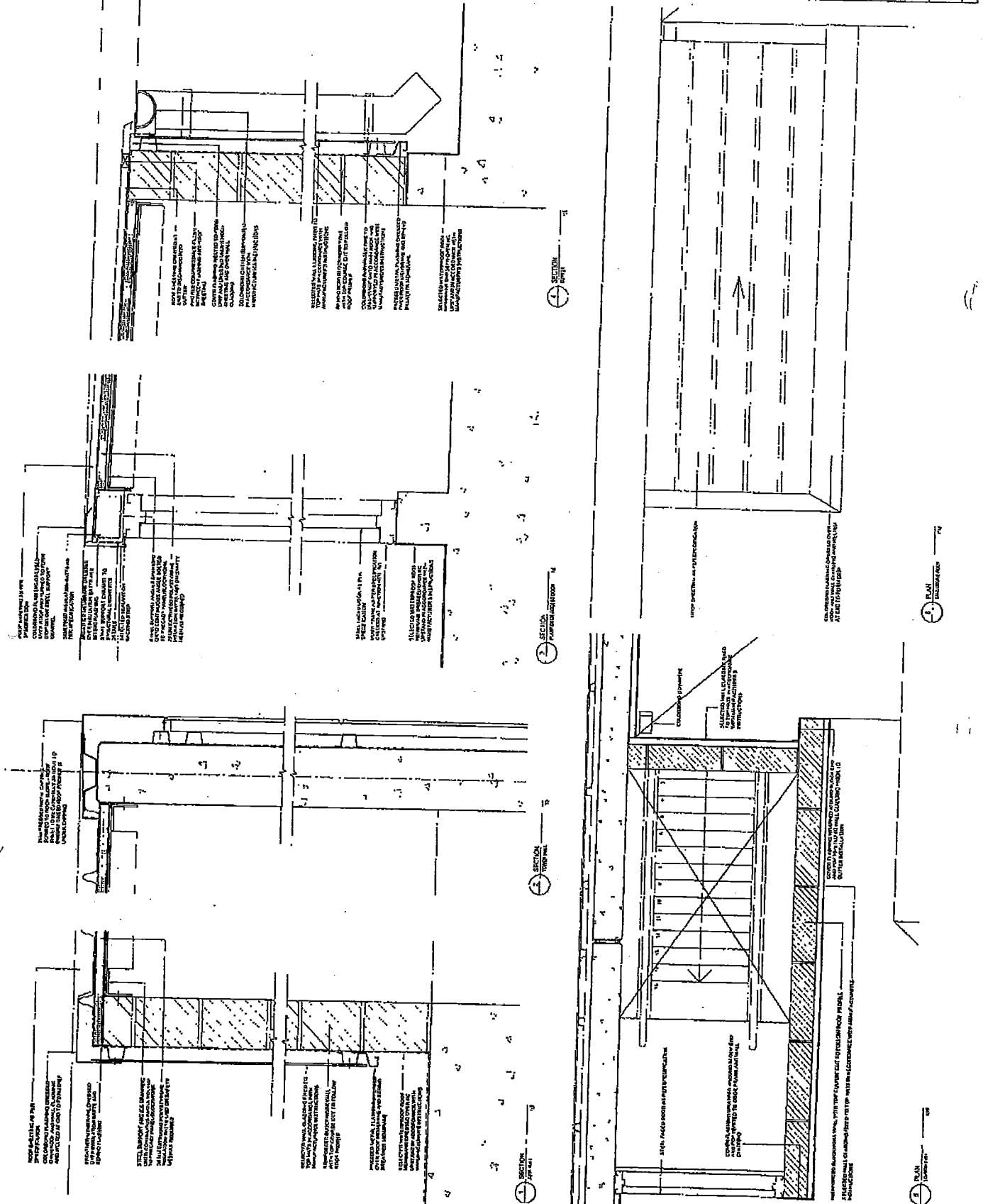
SECTION 170

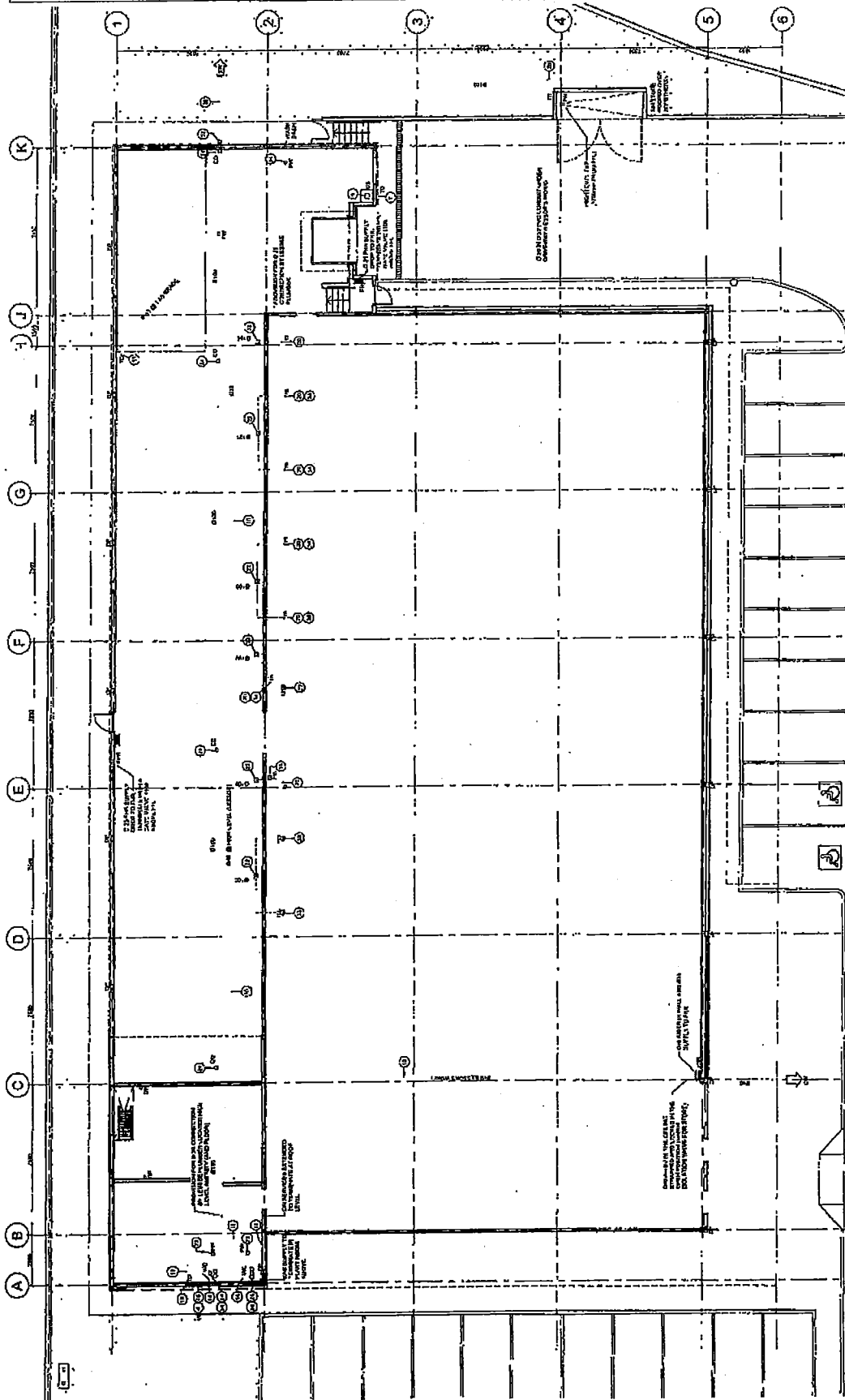
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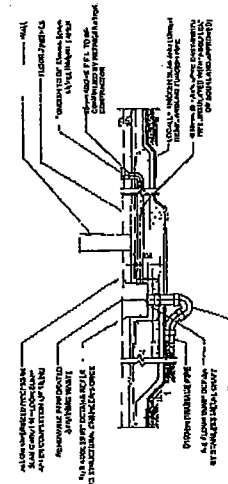
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1/10/1940

3. SECTION
1/10/1940

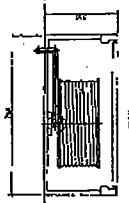




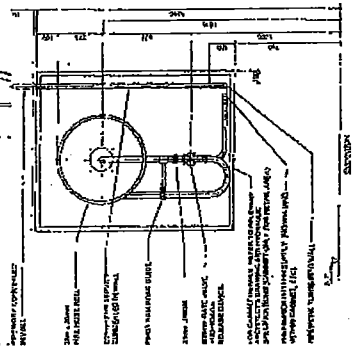
GROUND FLOOR PLAN
4-500



① CABINET TUNDISH AND FLOOR
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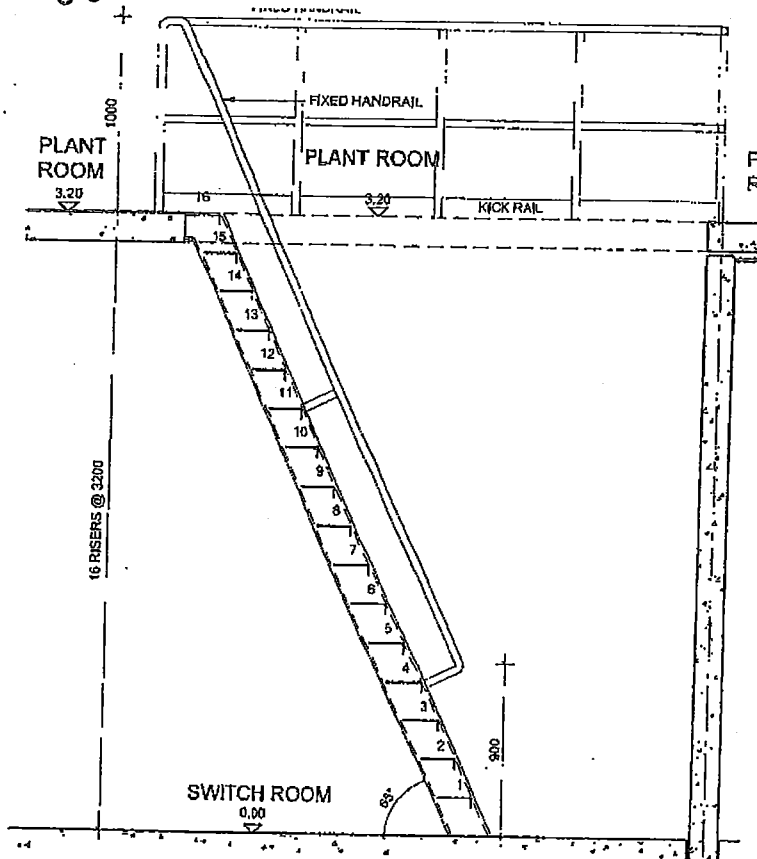
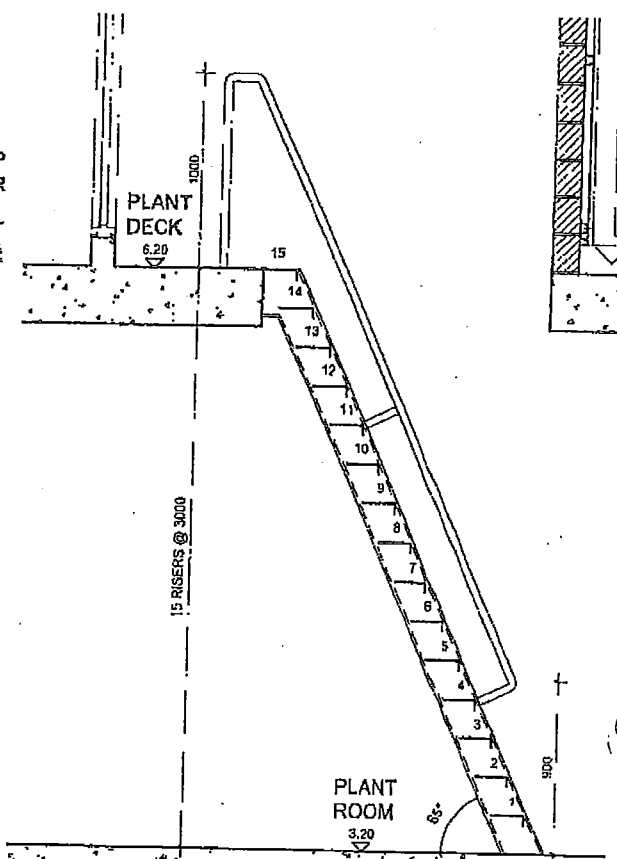
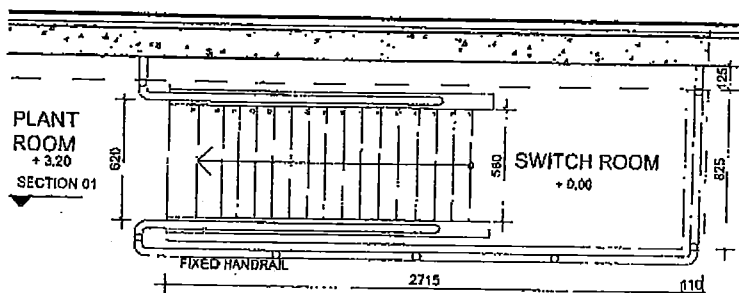
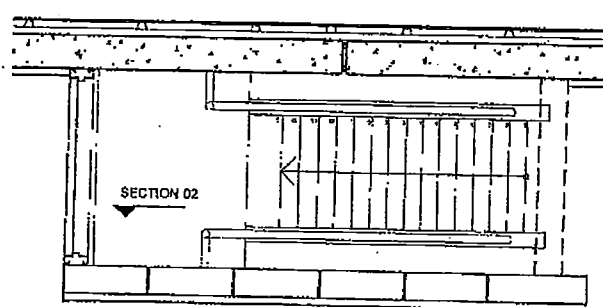


② TYPICAL FIRE HOSE REEL CABINET
NOT TO SCALE

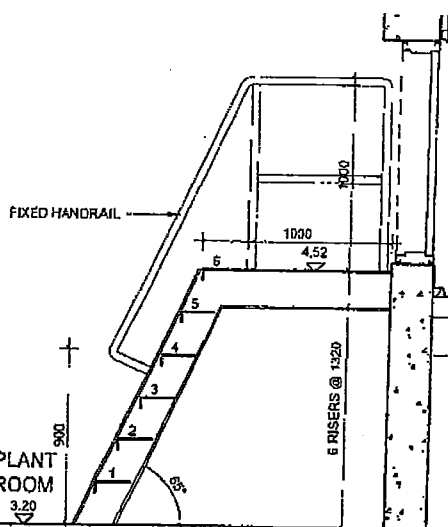
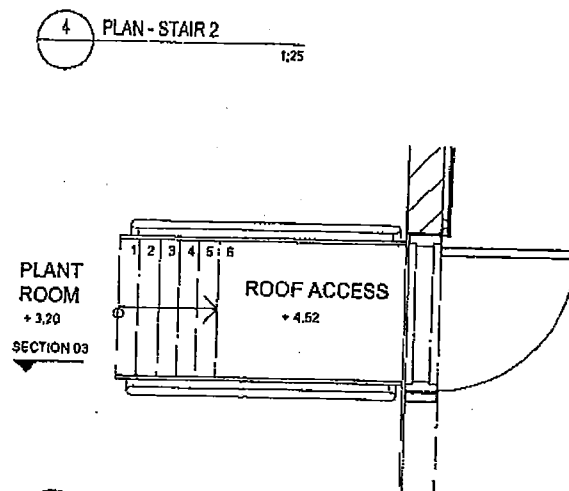


DATE _____

000372

1 SECTION - STAIR 1
1:253 SECTION - STAIR 2
1:252 PLAN - STAIR 1
1:254 PLAN - STAIR 2
1:25

NOTES:
STEP LADDERS, PLATFORMS AND
BALUSTRADES SHALL FULLY
COMPLY WITH AS 1657 - 1992 FIXED
PLATFORMS, WALKWAYS,
STAIRWAYS AND LADDERS - DESIGN,
CONSTRUCTION AND INSTALLATION

5 SECTION - STAIR 3
1:256 PLAN - STAIR 3
1:25

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authorized representative of Steiner Richards Pty Ltd.
CHECKED AND APPROVED BY:

REV NO. DESCRIPTION



steinerrichards
ARCHITECTS

100 WALKER STREET, NORTH SYDNEY, NSW 2060
T (02) 9594 1793 F (02) 9594 1722

PROJECT NAME:
CASEY (ACT)

DRAWING TITLE:
SHIP STAIRS
PLANS & SECTIONS
STAIRS 1, 2 & 3

DRAWN BY:
LM

SCALE:
1:25

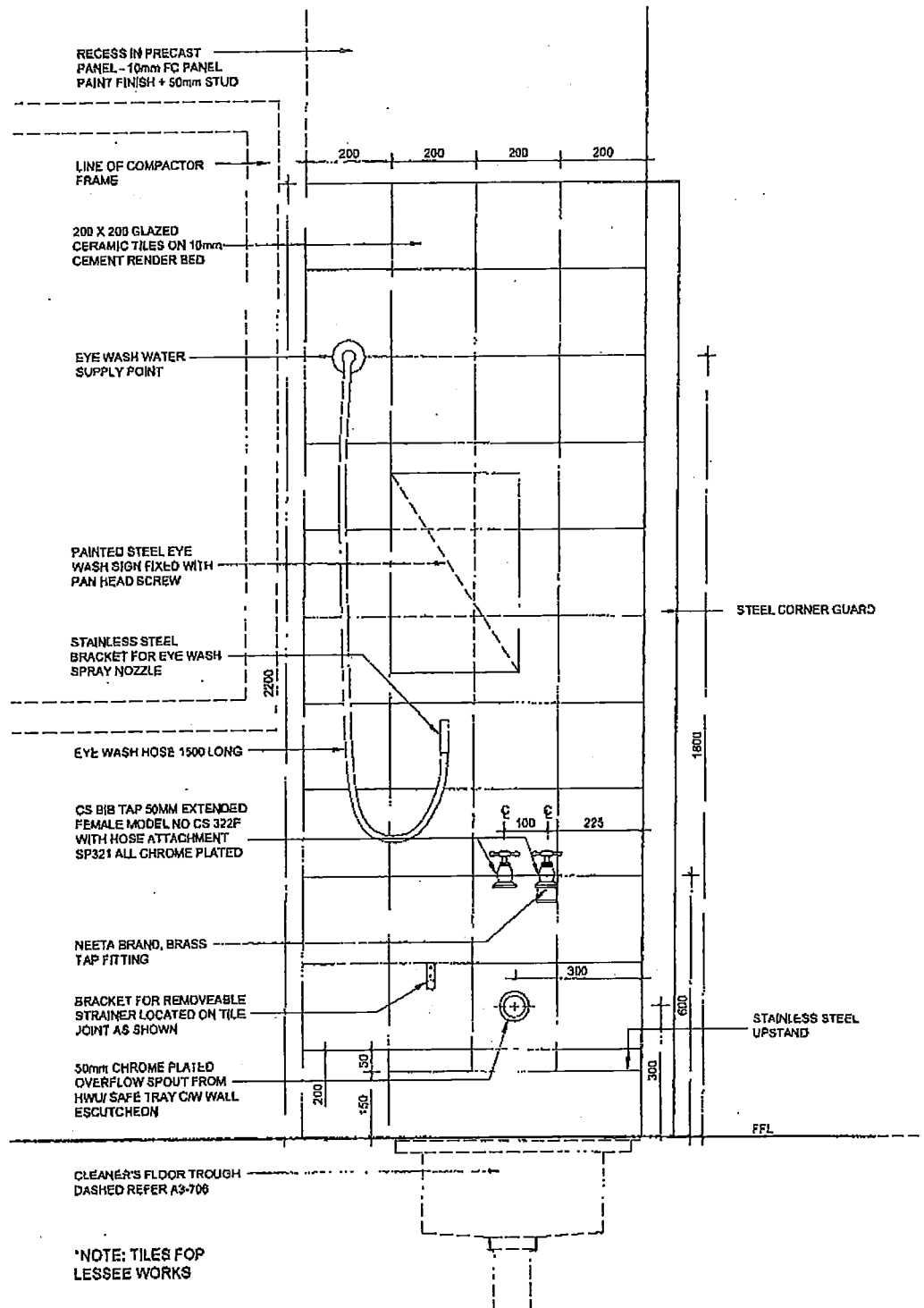
DATE:
05/08/10

PROJECT NUMBER:
P10104

DRAWING NUMBER:
A3-345

REV:
A

TENDER ISSUE



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CHECKED AND APPROVED BY:

REV NO.

A ISSUED FOR TENDER - 05/08/2019

DESCRIPTION


steiner richards
ARCHITECTS

 110 WALKER STREET, NORTH SYDNEY, NSW 2060
T (02) 8804 1722 F (02) 8804 1722

 PROJECT NAME:
CASEY (ACT)

 DRAWING TITLE:
CLEANERS SINK
WALL ELEVATION
END LOADING

 DRAWN BY:
LM

 SCALE:
1:10

 DATE:
05/08/19

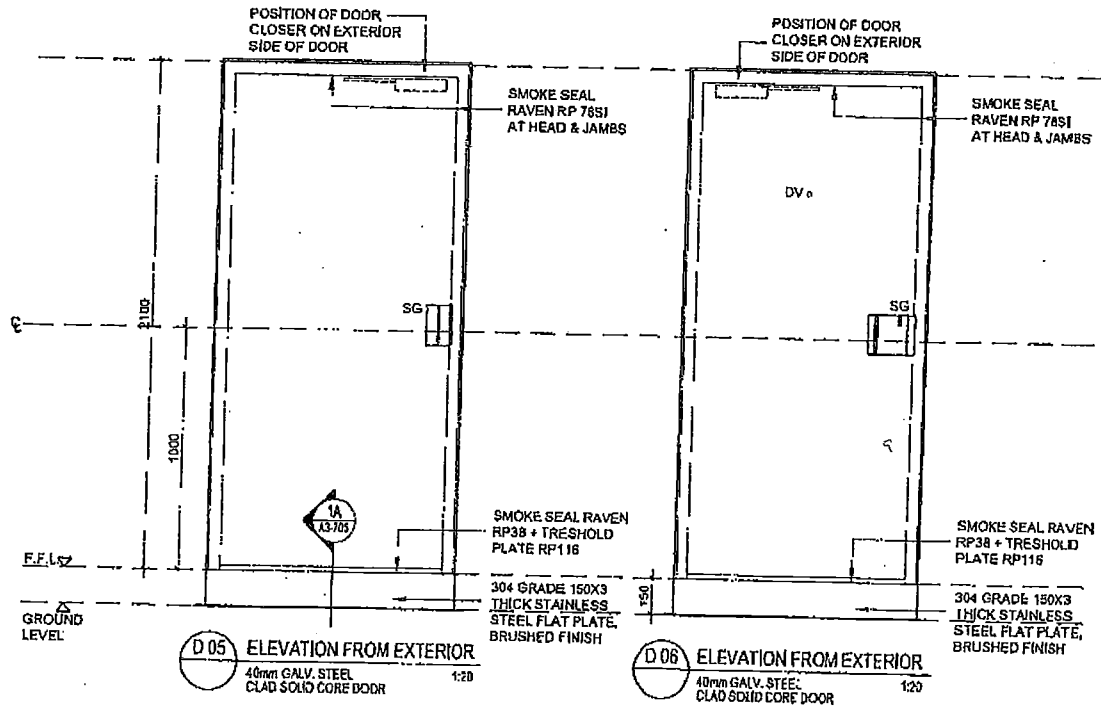
 PROJECT NUMBER:
P10104

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A3-358

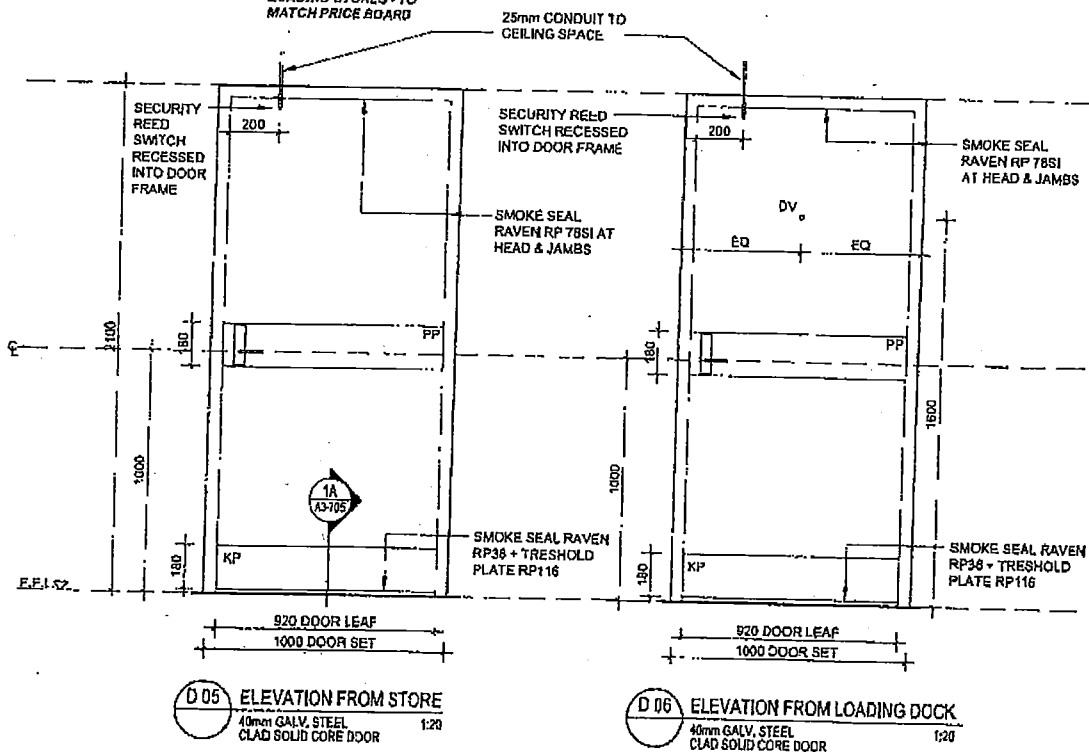
 REV:
A

TENDER ISSUE

000370



GUIDE NOTE:
DOOR IS HIGHER IN SIDE
LOADING STORES - TO
MATCH PRICE BOARD



GUIDE NOTE:
USE IF STORAGE HAS NO
CONCRETE TOPPING

GUIDE NOTE:
DOOR 06 IS MIRRORED
FOR FE-M & SE-M

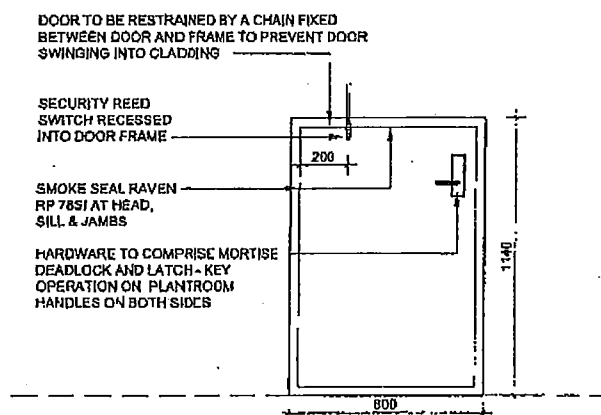
NOTE:
1, PP & KP BY ALDI SEPARATE CONTRACTOR

LEGEND

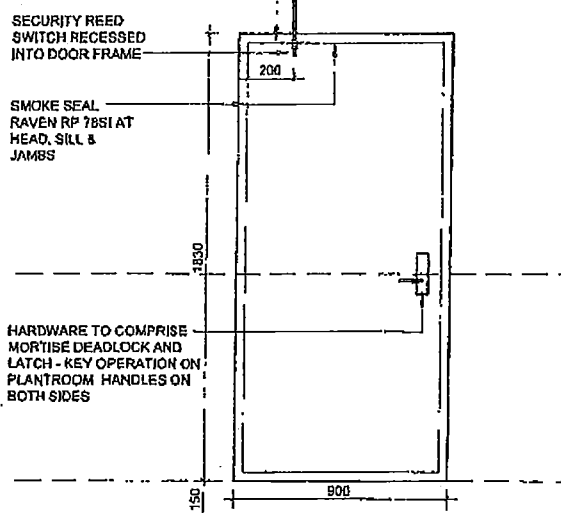
FG FIXED GLASS
KP 1.2mm LINTH FINISH S.S. KICK PLATE
DV POLISHED CHROME DOOR VIEWER
SG STRIKE GUARD
PP 1.2mm LINTH FINISH S.S. PUSH PLATE
MR MD RAIL

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REV NO.	A	ISSUED FOR TENDER - 55042010	DESCRIPTION		

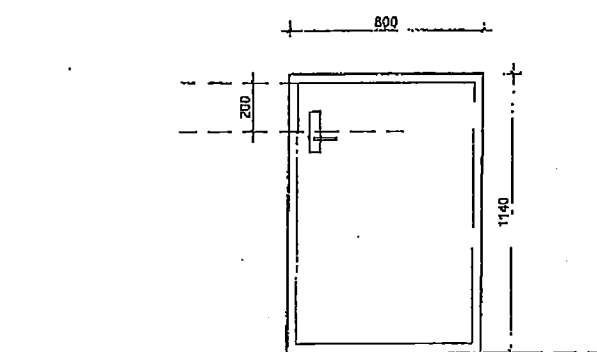
DOOR TO BE RESTRAINED BY A CHAIN FIXED
BETWEEN DOOR AND FRAME TO PREVENT DOOR
SWINGING INTO CLADDING — 1111



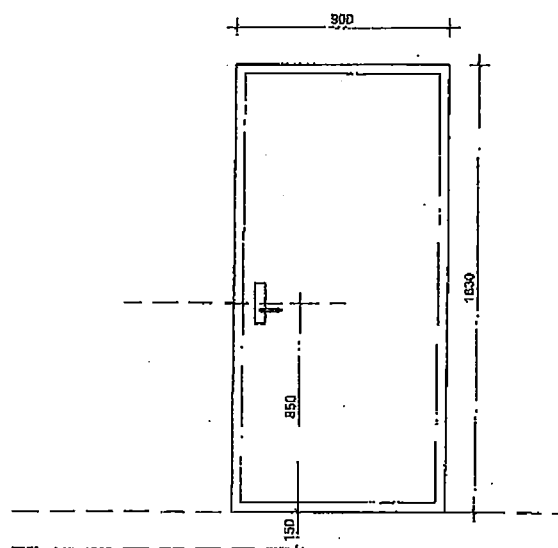
D 22 ELEVATION FROM MAIN ROOF
40mm GALV. STEEL
CLAD SOLID CORE DOOR 1:20



D 23 ELEVATION FROM ROOF DECK
40mm GALV. STEEL
CLAD SOLID CORE DOOR 1:20



D 22 ELEVATION FROM PLANT ROOM
40mm GALV. STEEL
CLAD SOLID CORE DOOR 1:20



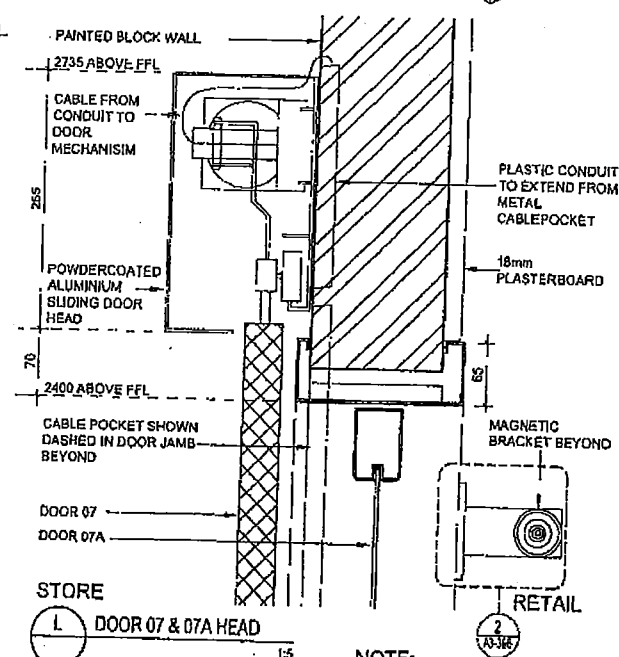
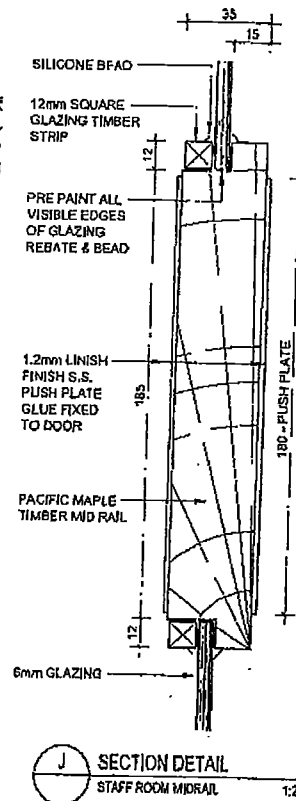
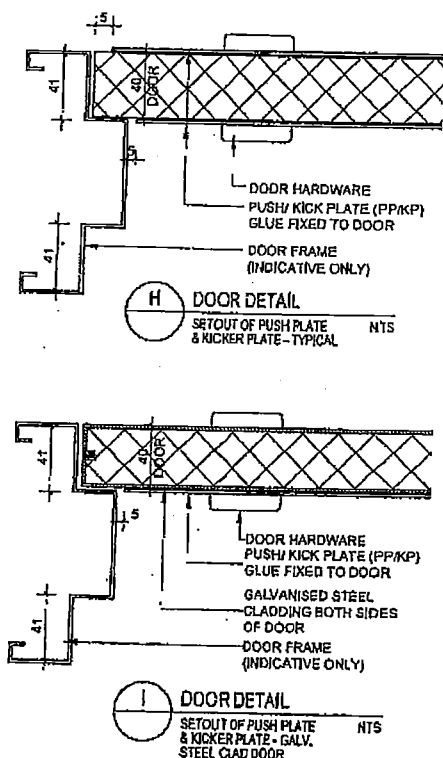
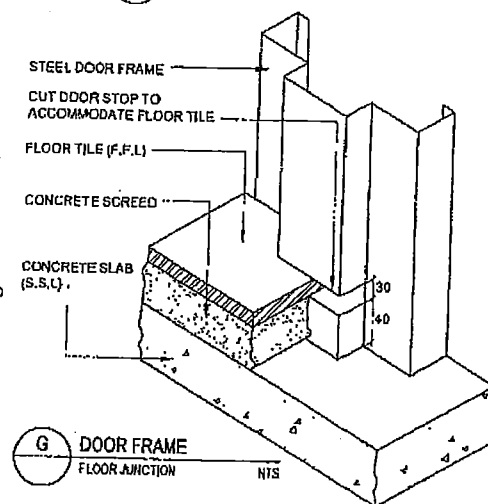
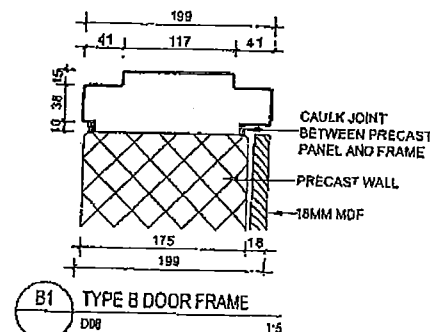
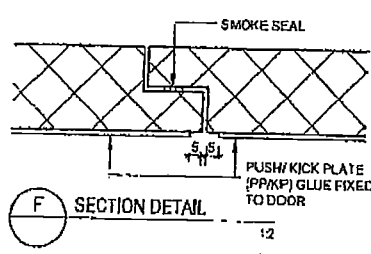
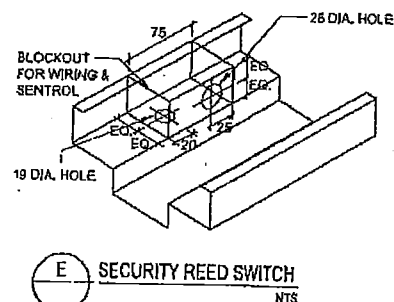
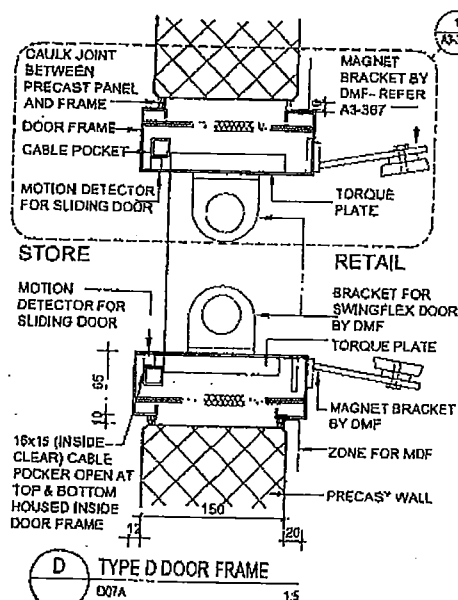
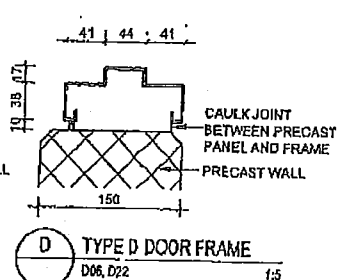
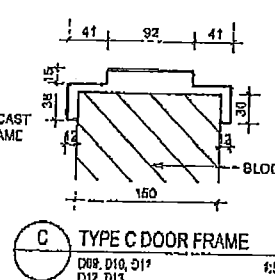
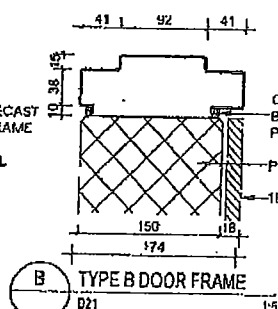
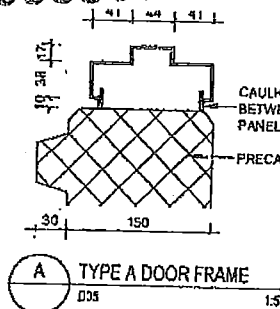
D 23 ELEVATION FROM STAIRS
40mm GALV. STEEL 120
CLAD SOLID CORE DOOR

LEGEND

FG	FIXED GLASS
KP	1.2mm UNISH FINISH S.S. KICK PLATE
DV	POLISHED CHROME DOOR VIEWER
SG	STRIKE GUARD
PP	1.2mm UNISH FINISH S.S. PUSH PLATE
MR	MID RAIL

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CHECKED AND APPROVED BY:		PROJECT NAME: CASEY (ACT)		100 WALKER STREET, NORTH SYDNEY, NSW 2060 T (02) 9504 1789 F (02) 8904 1722		DRAWN BY: LM		SCALE: 1:20		DATE: 05/08/10	
A ISSUED FOR TENDER - 05/08/2010						PROJECT NUMBER: P10104		DRAWINGS NUMBER: A3-385		REV: A	
REV NO. DESCRIPTION										TENDER ISSUE	

000368



NOTE:
1. ALL FRAMES TO BE GROUT FILLED

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ISSUED FOR TENDER - 5/20/2010
REV. NO. DESCRIPTION



PROJECT NAME:
CASEY (ACT)

steiner richards
ARCHITECTS

100 WALKER STREET, NORTH SYDNEY, NSW 2060
T (02) 8904 1799 F (02) 8904 1722

DRAWING TITLE:
DOOR DETAILS
SHEET 1

DRAWN BY:
LM

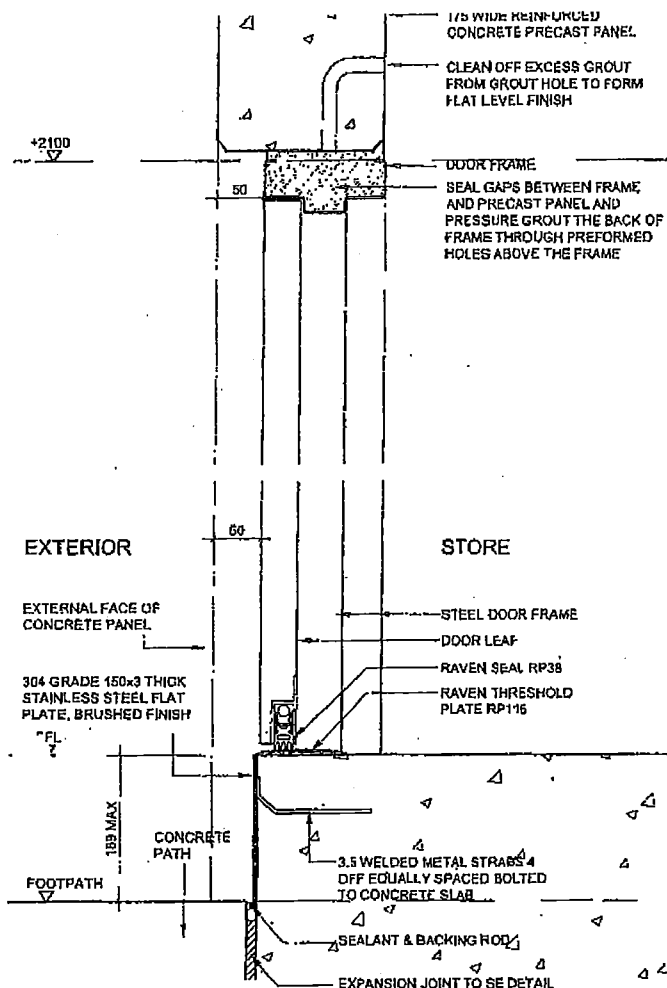
PROJECT NUMBER:
P10104

SCALE:
1:2 / 1:5 / NTS

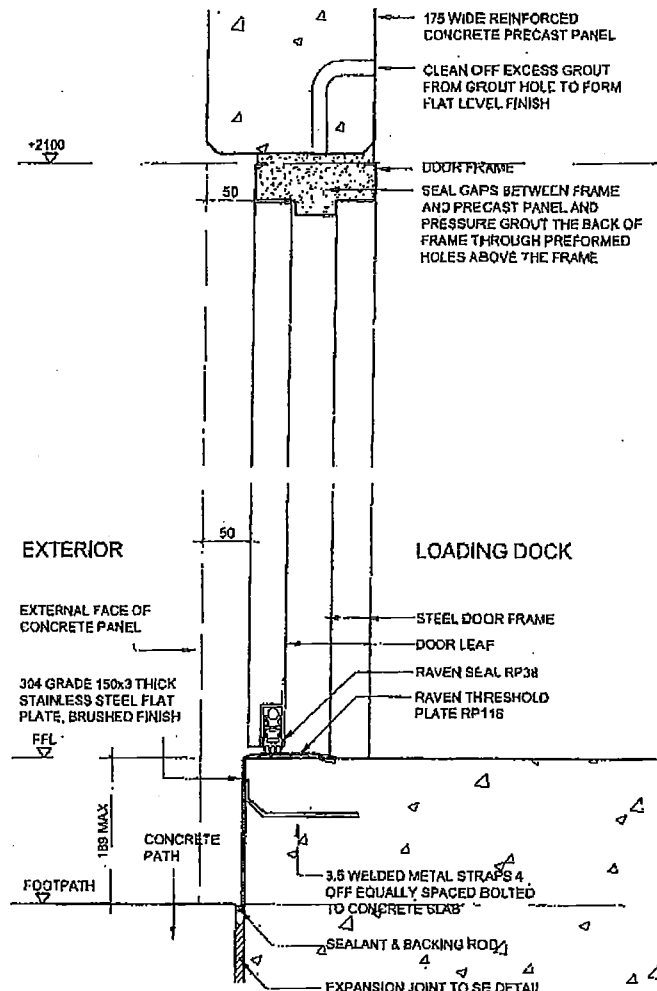
DRAWING NUMBER:
A3-368

DATE:
05/08/10
REV:
A

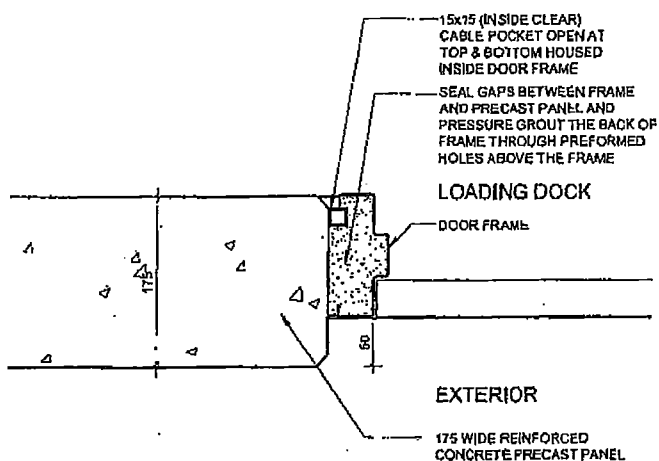
TENDER ISSUE



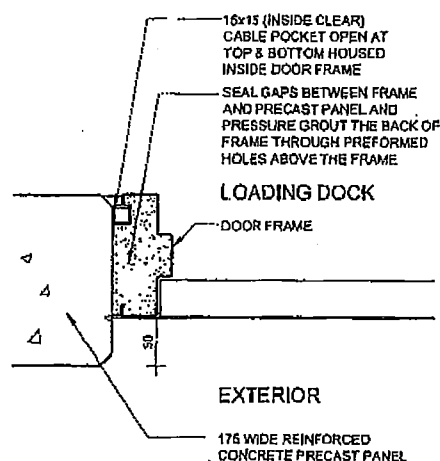
A DOOR 05
SECTION 1:5



C DOOR 06
SECTION 1:5



B DOOR 05
PLAN 1:5



D DOOR 06
PLAN 1:5

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REV NO. DESCRIPTION



PROJECT NAME:
CASEY (ACT)

richards
ARCHITECTS

100 WALKER STREET, NORTH SYDNEY, NSW 2060
T (02) 8904 1789 F (02) 8904 1722

DRAWING TITLE:
DOOR DETAILS - TYPE FE/SE
SHEET 3

DRAWN BY:
LM

SCALE:
1:5

DATE:
05/08/10

PROJECT NUMBER:
P10104

DRAWING NUMBER:
A3-388

REV:
A

TENDER ISSUE

000366

SEALANT ON BACKING
STRIP

1160

125

SEALANT ON BACKING
STRIPROOF FLASHING TO BE
WELDED UNDER DOORA SECTION THROUGH ROOF ACCESS DOOR
GAL. STEEL FACED DOOR 1:5

B ELEVATION OF ROOF ACCESS DOOR 1:5

STEEL/ALUMINIUM WEATHER
SEAL LOUVRE PAINTED ALDI
OLDE PEWTER 800GALV. STEEL CLAD SOLID CORE
DOOR PAINTED ALDI OLDE
PEWTERGAP BETWEEN CLADDING AND
FRAME TO BE SEALED WITH
PRESSED METAL COVER PLATE
ADHESIVE FIXED TO BACK OF
PANEL AND POP RIVETED TO
FRAME

C PLAN OF ROOF ACCESS DOOR 1:5

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DESCRIPTION

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PROJECT NAME:

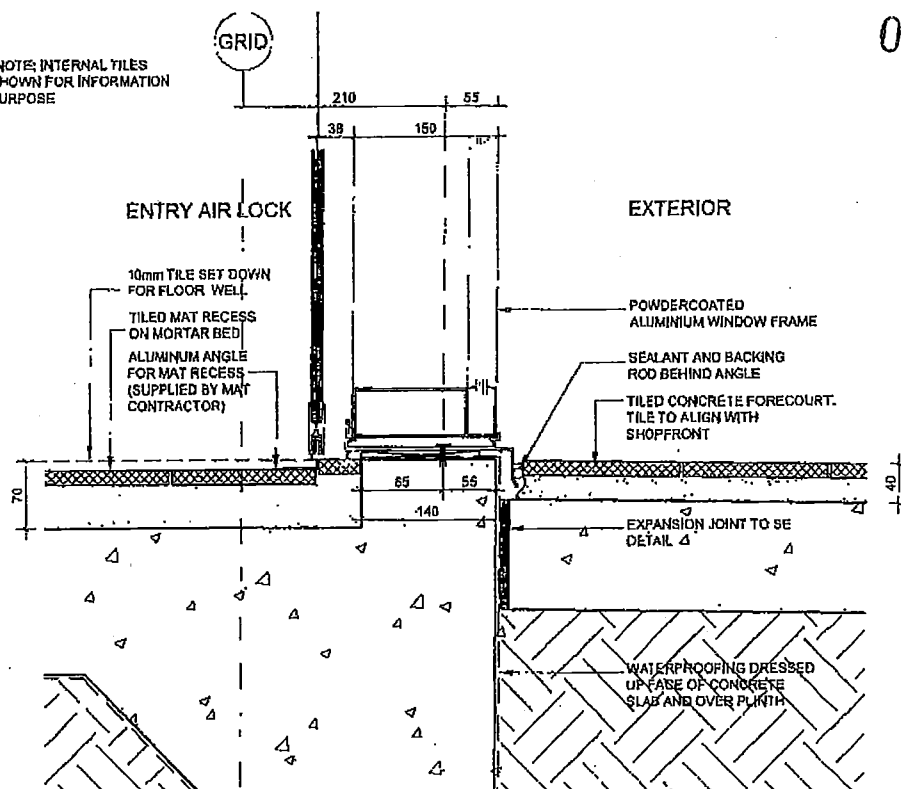
CASEY (ACT)

DRAWING TITLE:
DOOR D22
DETAILS
SHEET 4DRAWN BY:
LMSCALE:
1:20DATE:
05/08/10PROJECT NUMBER:
P10104DRAWING NUMBER:
A3-369REV:
A

TENDER ISSUE

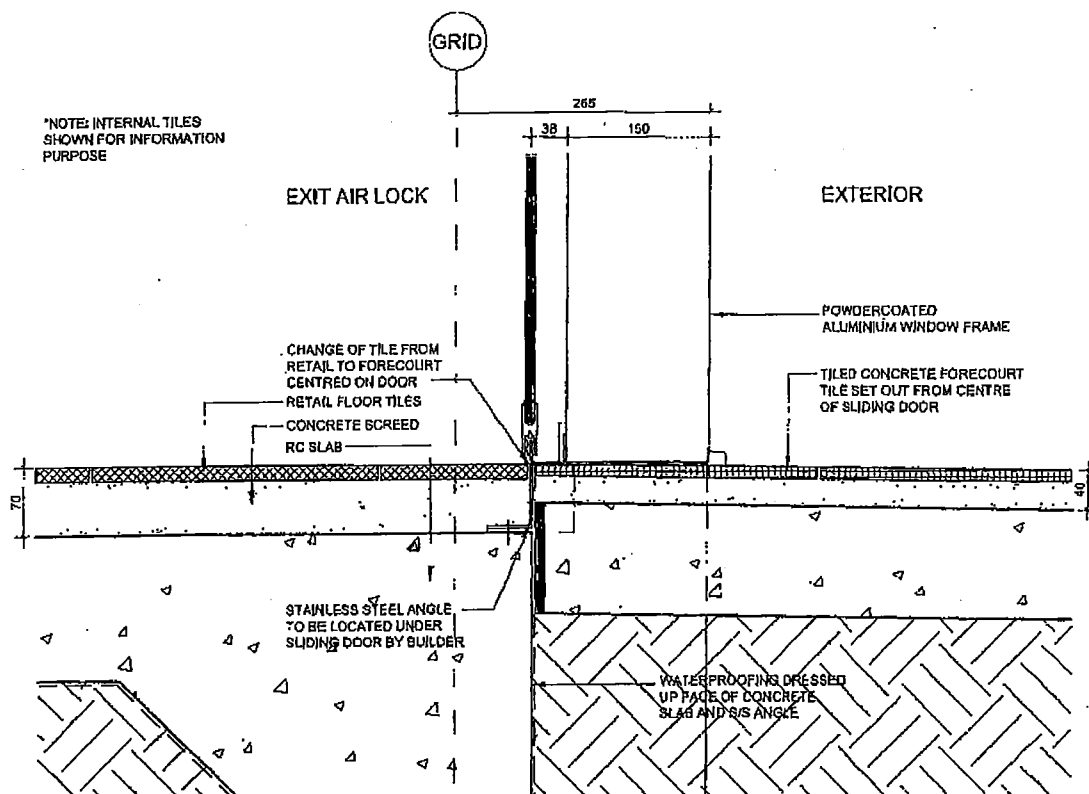
000365

*NOTE: INTERNAL TILES
SHOWN FOR INFORMATION
PURPOSE



1 SECTION DETAIL
1:5

*NOTE: INTERNAL TILES
SHOWN FOR INFORMATION
PURPOSE



2 SECTION DETAIL
1:5

REFER TO A3-863 FOR TILING SET OUT AT
AIRLOCK

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ARCHITECTS

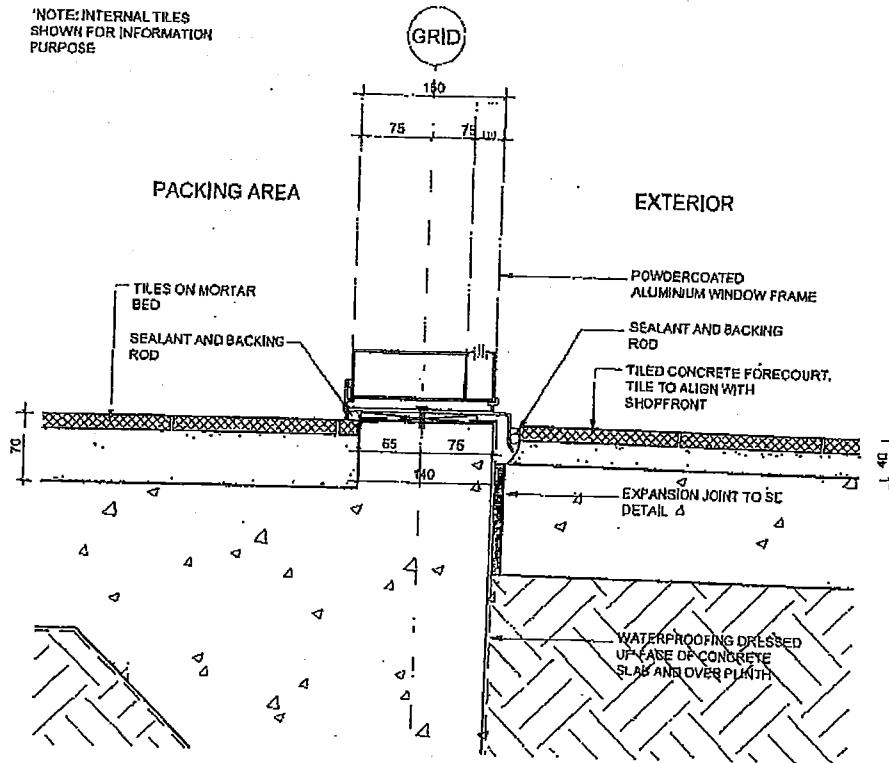
190 WALKER STREET, NORTH SYDNEY, NSW 2060
T (02) 9964 1799 F (02) 9964 1722

PROJECT NAME:
CASEY (ACT)

DRAWING TITLE: CONSTRUCTION DETAIL GROUND LEVEL ENTRY/EXIT AIRLOCK		
DRAWN BY: LM	SCALE: 1:5	DATE: 05/08/10
PROJECT NUMBER: P10104	DRAWING NUMBER: A3-703	REV: A
TENDER ISSUE		

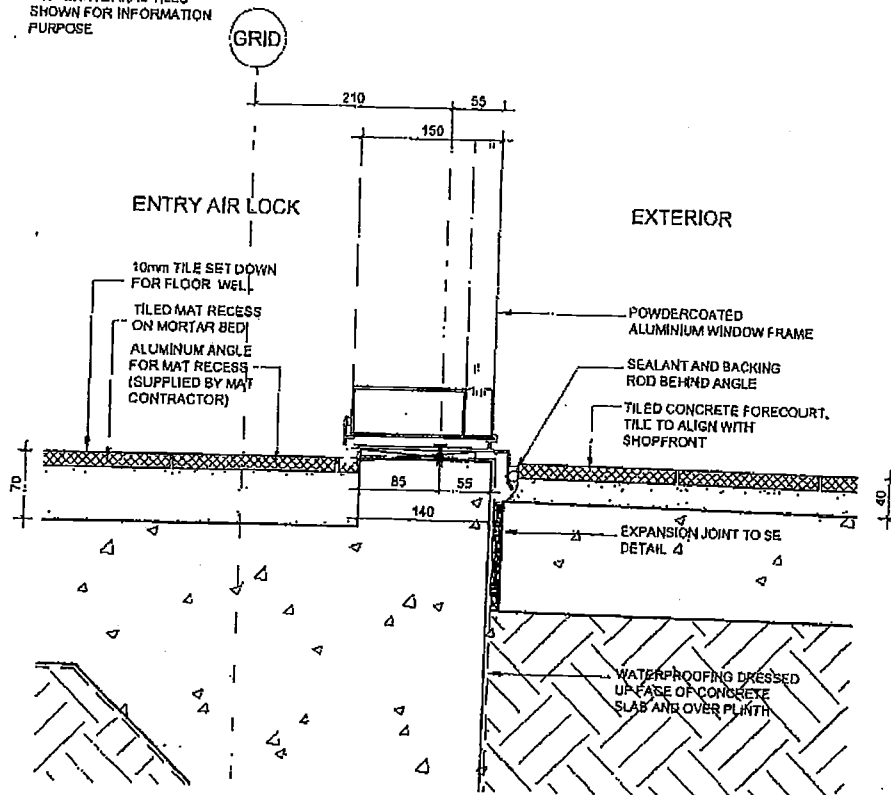
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PURPOSE



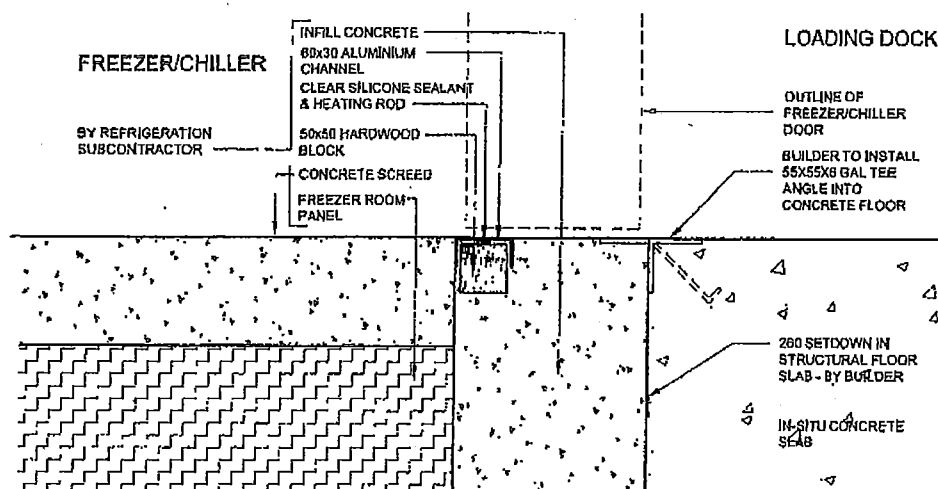
1 SECTION DETAIL 1:5

*NOTE: INTERNAL TILES
SHOWN FOR INFORMATION
PURPOSE

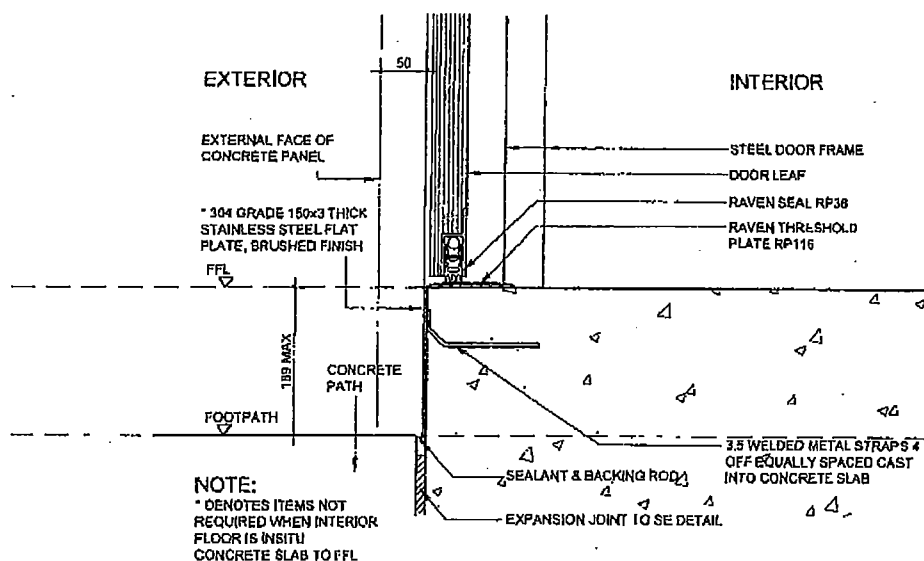


2 SECTION DETAIL 1:5

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CHECKED AND APPROVED BY 		PROJECT NAME CASEY (ACT)		DRAWN BY: LM	
REV NO. A DESCRIPTION ISSUED FOR TENDER - 05/08/2010		PROJECT NUMBER: P10104		SCALE: 1:5	
				DATE: 05/08/10	
				REV: A	
TENDER ISSUE					



1 SECTION DETAIL
15



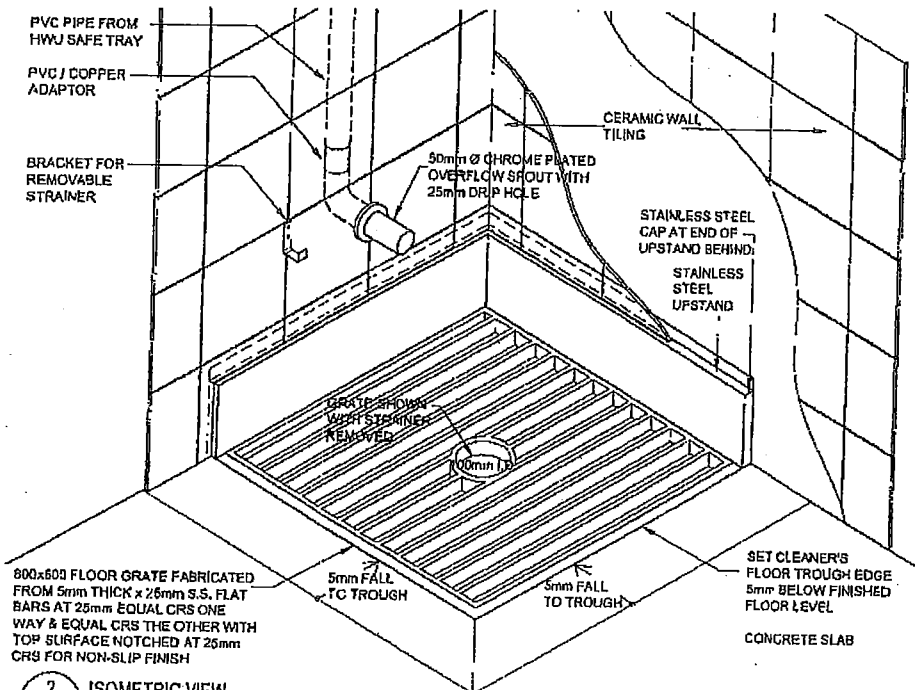
2 SECTION DETAIL TO D05 / D06
1:5

NOTE:

1. ENSURE CAST-IN 'T-BAR' IS FULLY EMBEDDED IN CONCRETE SLAB, AND IS COMPLETELY LEVEL WITH CONCRETE FLOOR SURFACE
2. ENSURE ALUMINIUM 'C CHANNEL' IS COMPLETELY LEVEL WITH ADJOINING CONCRETE FLOOR SURFACES.

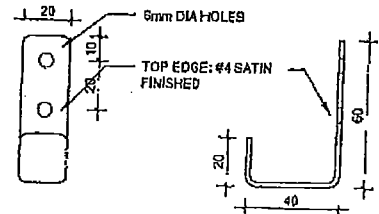
© Steiner Richards Pty Ltd ABN 26 125 475 507 Notes: Do not scale the drawings. Use Report dimensions only. Verify all dimensions on site prior to commencement of work and report all discrepancies to Steiner Richards. Do not use this document for construction purposes unless it is endorsed "for construction" and signed by an authorized representative of Steiner Richards Pty Ltd.		 steiner richards ARCHITECTS 100 WALKER STREET, NORTH SYDNEY, NSW 2060 T (02) 9504 1799 F (02) 9504 1722		DRAWING TITLE: CONSTRUCTION DETAIL GROUND LEVEL CONCRETE SLAB JOINTS		
CHECKED AND APPROVED BY		PROJECT NAME: CASEY (ACT)		DRAWN BY: LM	SCALE: 1:5	DATE: 05/08/10
REV NO.	DESCRIPTION			PROJECT NUMBER: P10104	DRAWING NUMBER: A3-705	REV: A
4 ISSUED FOR TENDER - 85/8255W				TENDER ISSUE		

000362



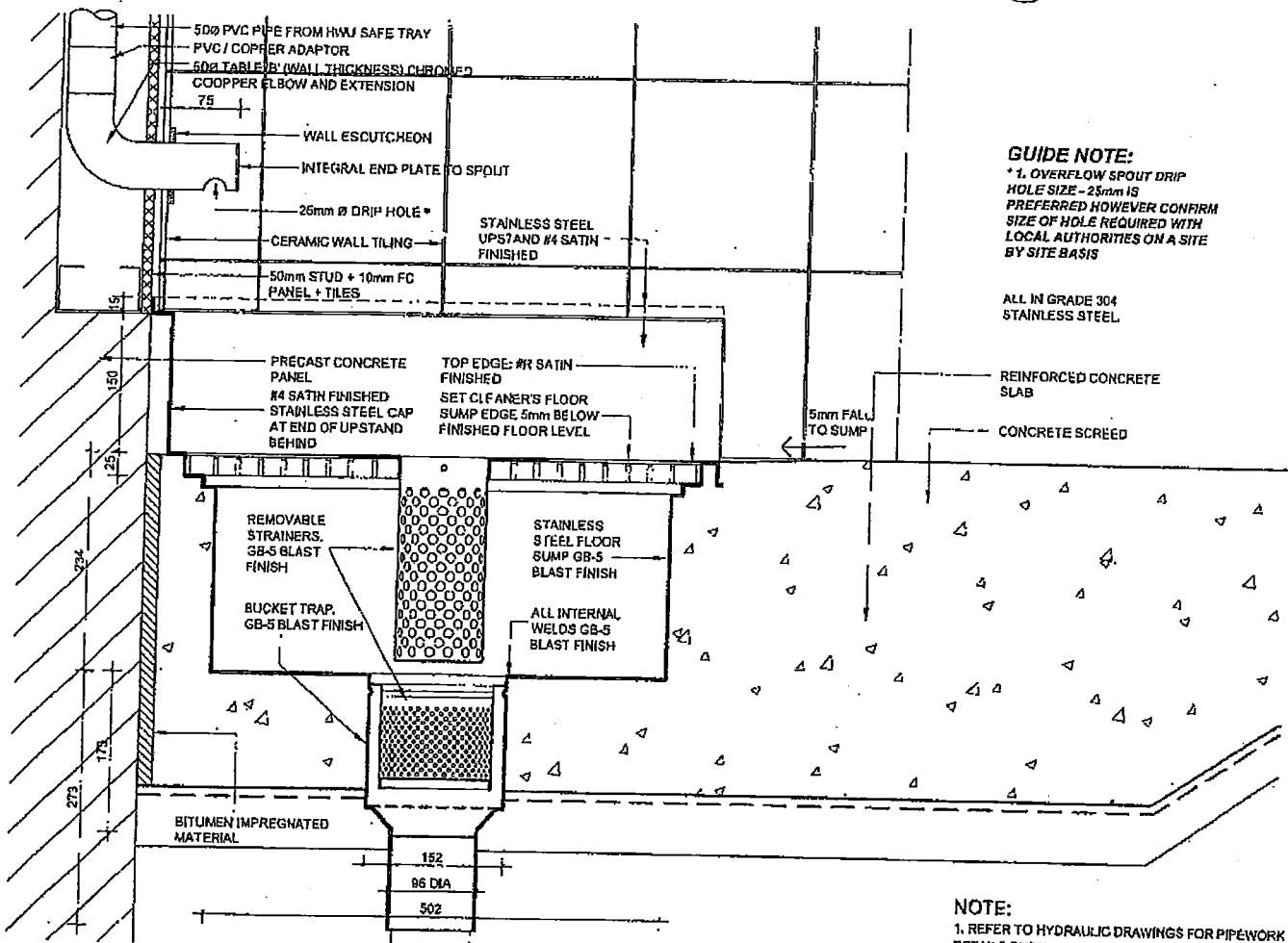
2 ISOMETRIC VIEW

1:10



3 WALL BRACKET FOR REMOVABLE STRAINER

1:2



1 SECTION DETAIL

1:5

GUIDE NOTE:

- * 1. OVERFLOW SPOUT DRIP HOLE SIZE - 25mm IS PREFERRED HOWEVER CONFIRM SIZE OF HOLE REQUIRED WITH LOCAL AUTHORITIES ON A SITE BY SITE BASIS

ALL IN GRADE 304 STAINLESS STEEL

NOTE:

1. REFER TO HYDRAULIC DRAWINGS FOR PIPEWORK DETAILS BUILDER TO CO-ORDINATE ON SITE
2. CO-ORDINATE FINAL PLACEMENT CAREFULLY WITH CONCRETER
3. ALL MATERIALS GRADE 304 STAINLESS STEEL
4. CERAMIC TILES BY LESSEE'S WORK

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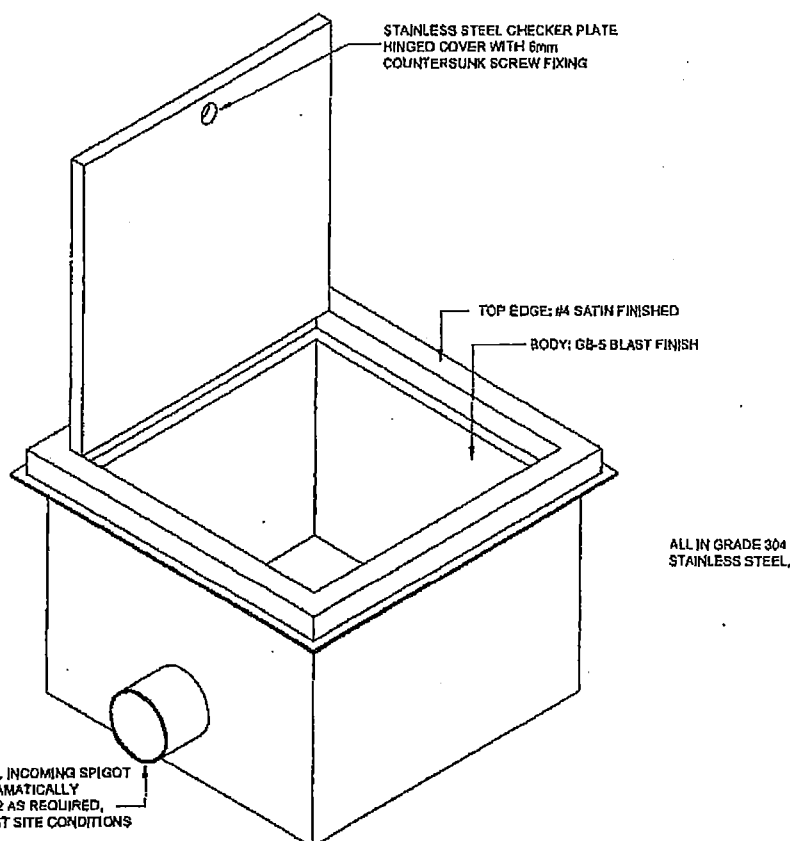
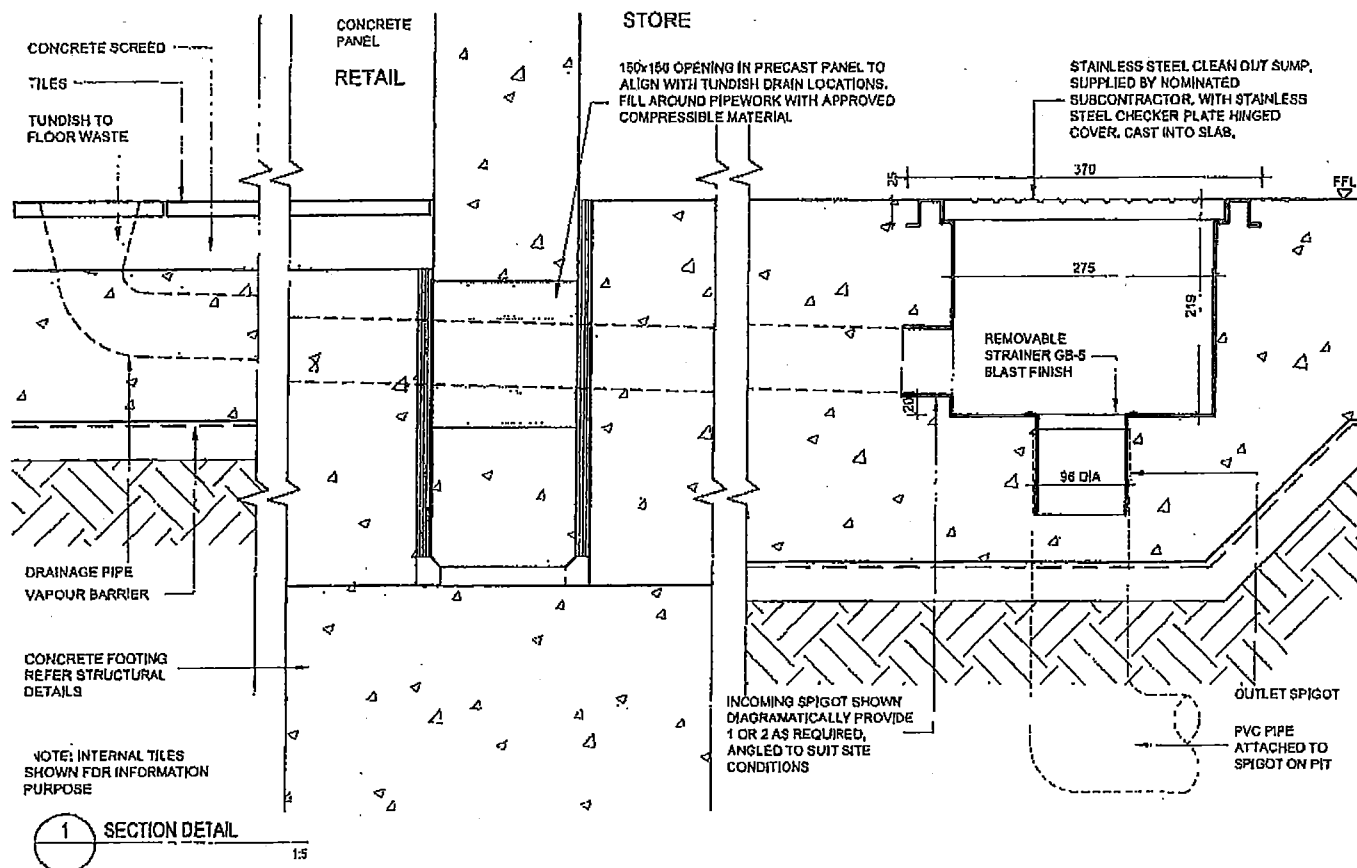
CHECKED AND APPROVED BY

REV. NO.

DESCRIPTION

PROJECT NAME:
CASEY (ACT)steiner richards
ARCHITECTS100 WALKER STREET, NORTH SYDNEY, NSW 2060
T (02) 9904 1793 F (02) 9904 1722DRAWING TITLE:
CONSTRUCTION DETAIL
CLEANER'S SINKDRAWN BY:
LMPROJECT NUMBER:
P10104SCALE:
1:2 / 1:5 / 1:10DRAWING NUMBER:
A3-706DATE:
05/08/10REV:
A

TENDER ISSUE



NOTE:

1. REFER TO HYDRAULIC DRAWINGS FOR PIPEWORK DETAILS BUILDER TO CO-ORDINATE ON SITE

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DESCRIPTION



PROJECT NAME

CASEY (ACT)

steiner richards

ARCHITECTS

100 WALKER STREET, NORTH SYDNEY, NSW 2060

T (02) 9904 1769 F (02) 9904 1722

DRAWING TITLE

CLEAN OUT SUMP

DETAIL

DRAWN BY

LM

SCALE

1:5

DATE

05/08/10

PROJECT NUMBER

P10104

DRAWING NUMBER

A3-707

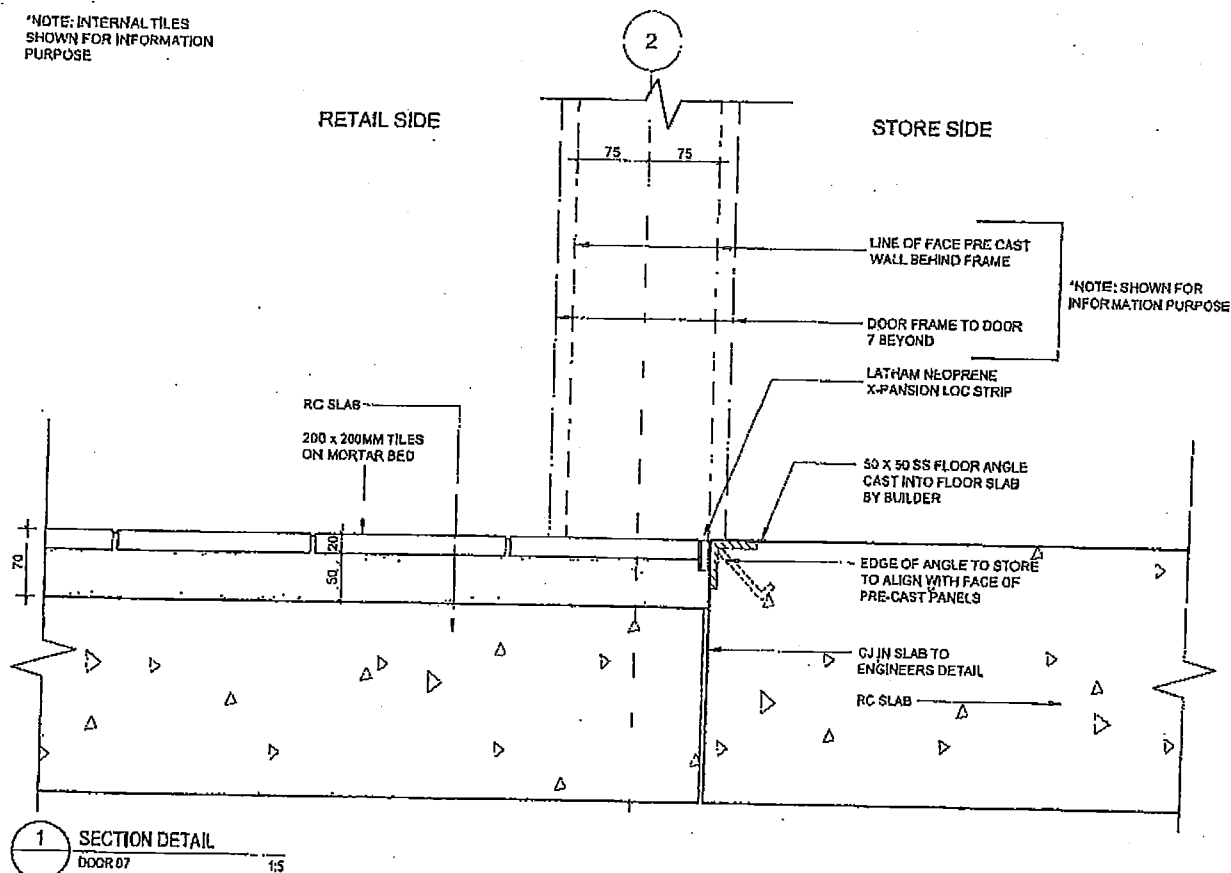
REV

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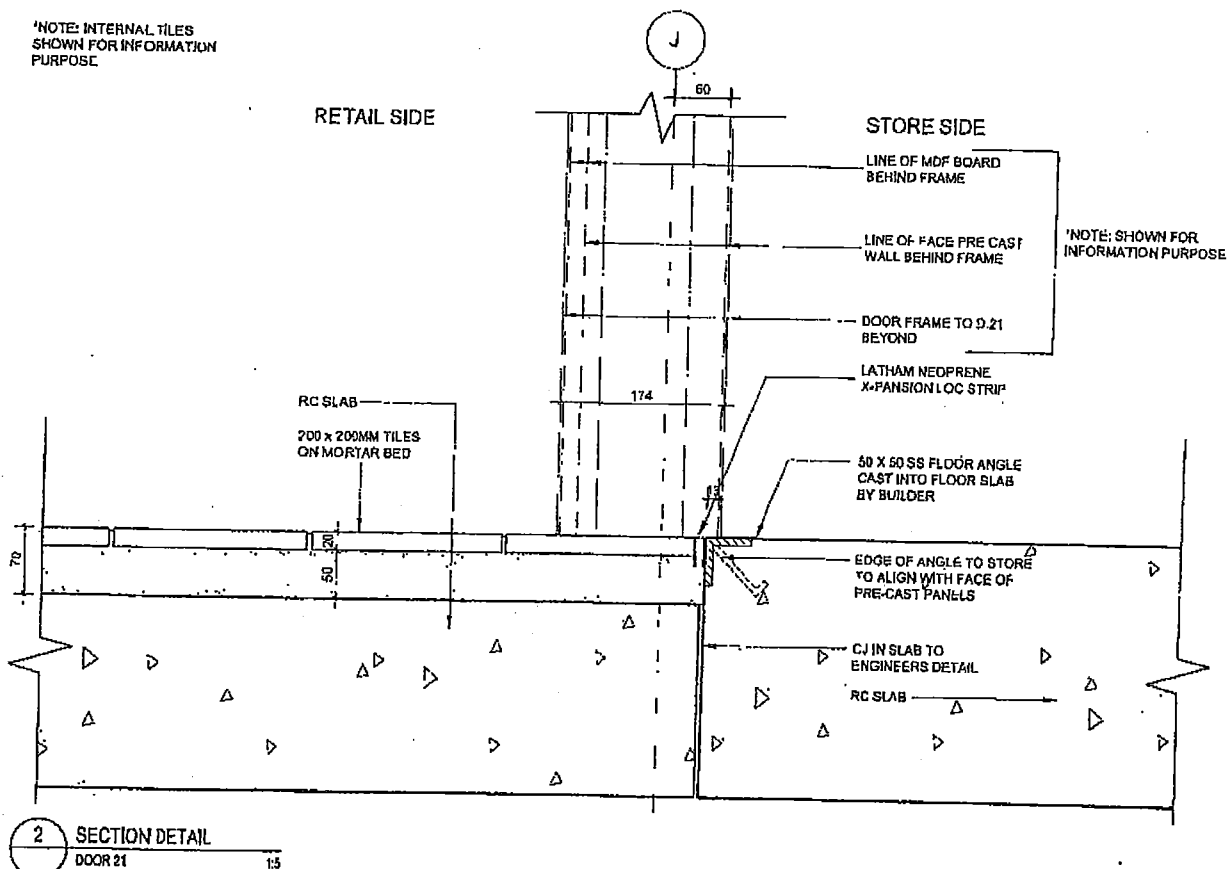
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PURPOSE



*NOTE: INTERNAL TILES
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PURPOSE



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PROJECT NAME
CASEY (ACT)

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ARCHITECTS

100 WALKER STREET, NORTH SYDNEY, NSW 2060
T (02) 8504 1793 F (02) 8504 1722

DRAWING TITLE:
CONSTRUCTION DETAIL
TILING DETAIL
DOOR 07 AND DOOR 21

DRAWING NO.
LM

SCALE:
1:5

DATE:
05/08/10

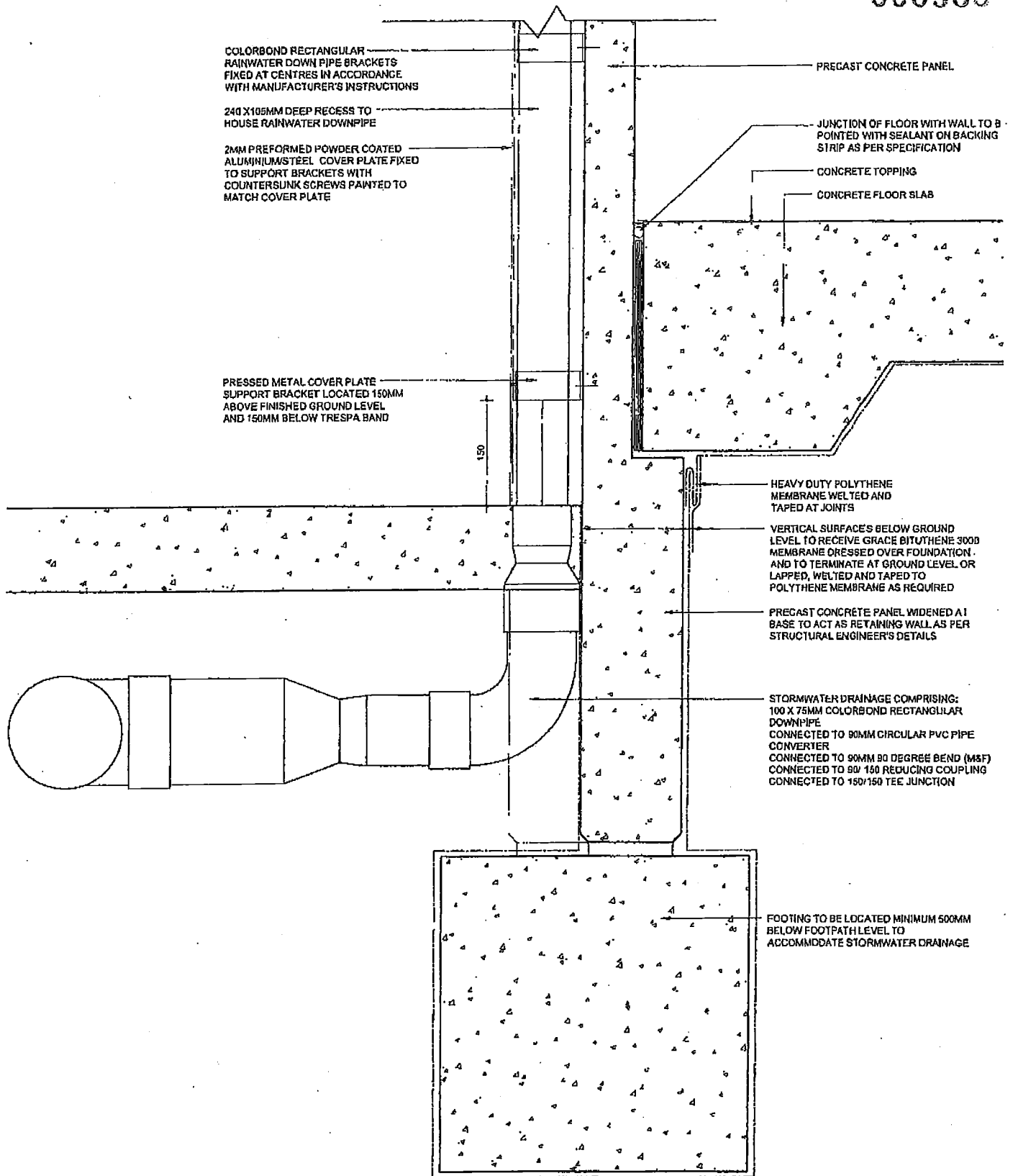
PROJECT NUMBER
P10104

DRAWING NUMBER:
A3-708

REV:
A

TENDER ISSUE

000359



1 SECTION DETAIL

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 T (02) 9104 1785 F (02) 9104 1722

PROJECT NAME:
 CASEY (ACT)

DRAWING TITLE:
 CONSTRUCTION DETAIL
 STORE WALL LINING DETAIL

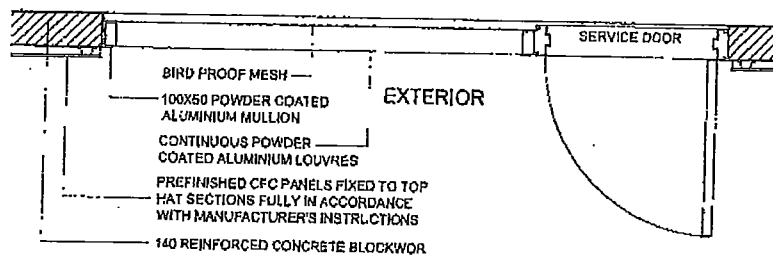
DRAWN BY:
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 P10104

SCALE:
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 DRAWING NUMBER:
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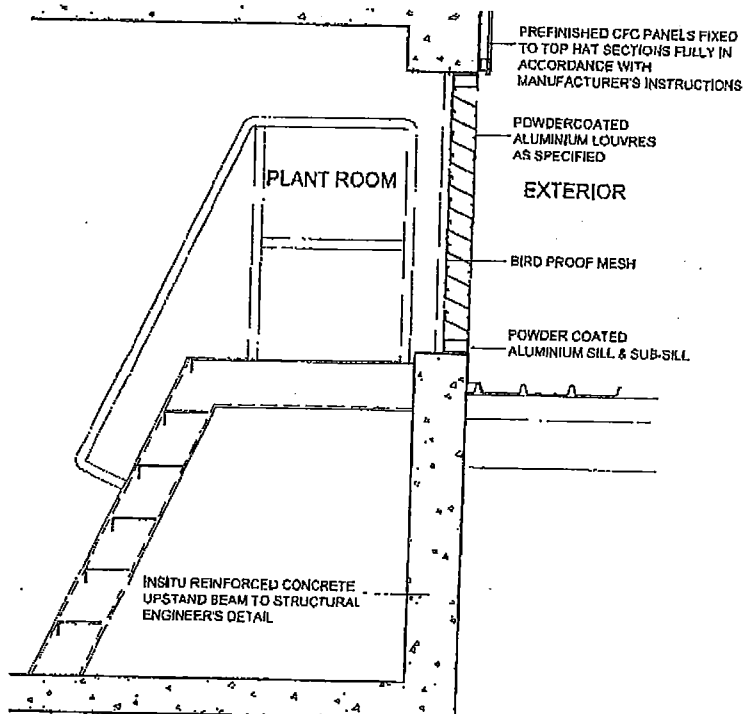
DATE:
 05/08/10
 REV:
 A

TENDER ISSUE

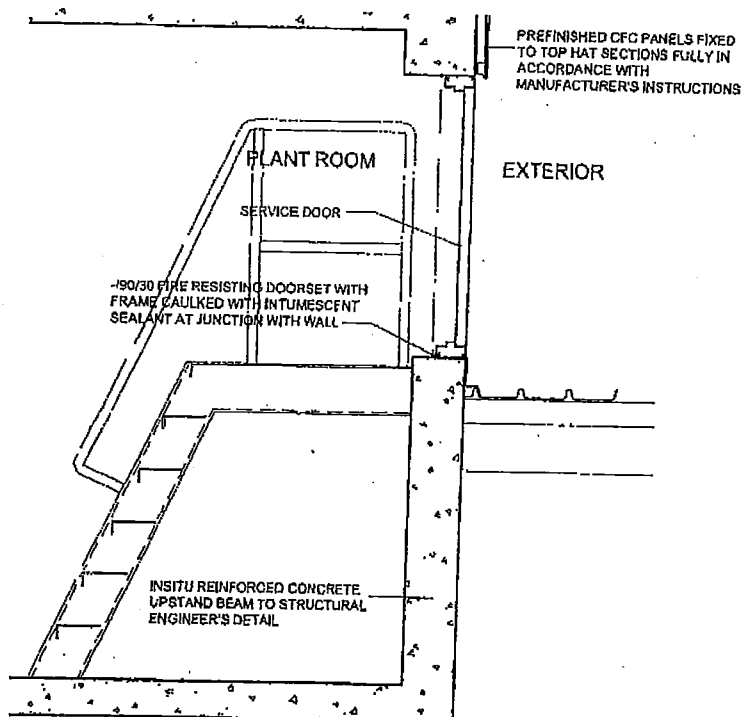
000358



1 PLAN
LOT 1:20



2 SECTION
LOT 1:20



3 SECTION
LOT 1:20

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DESCRIPTION



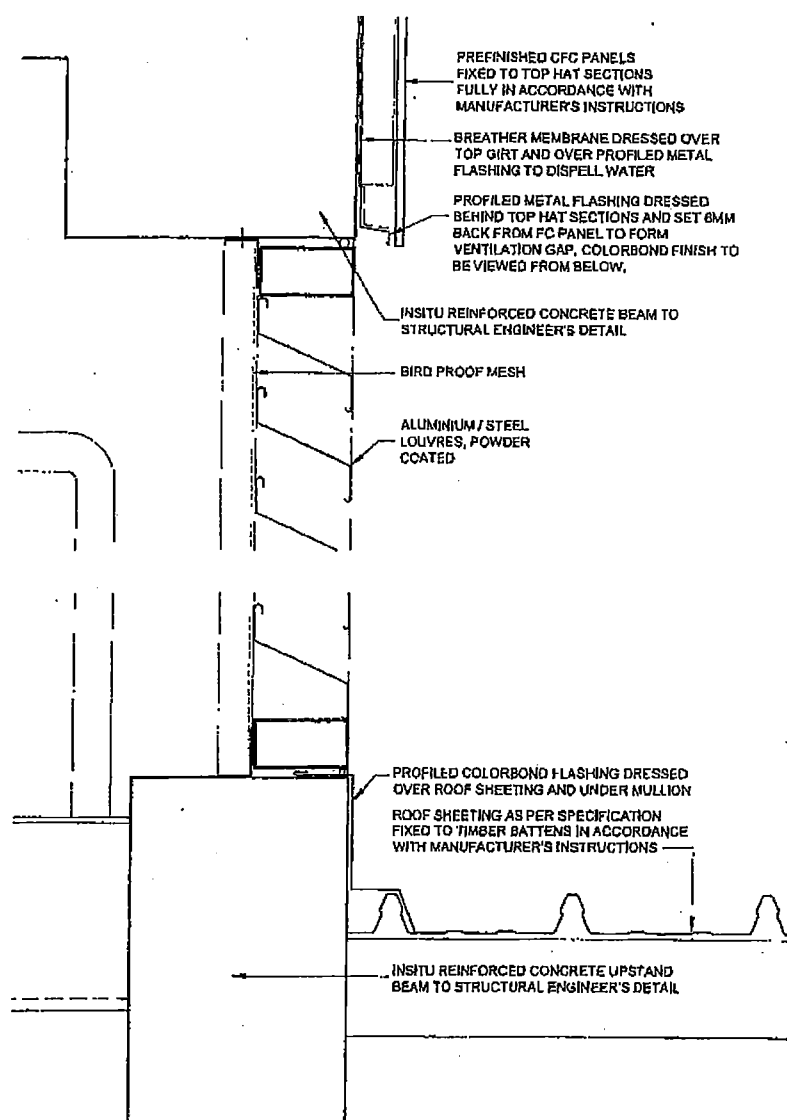
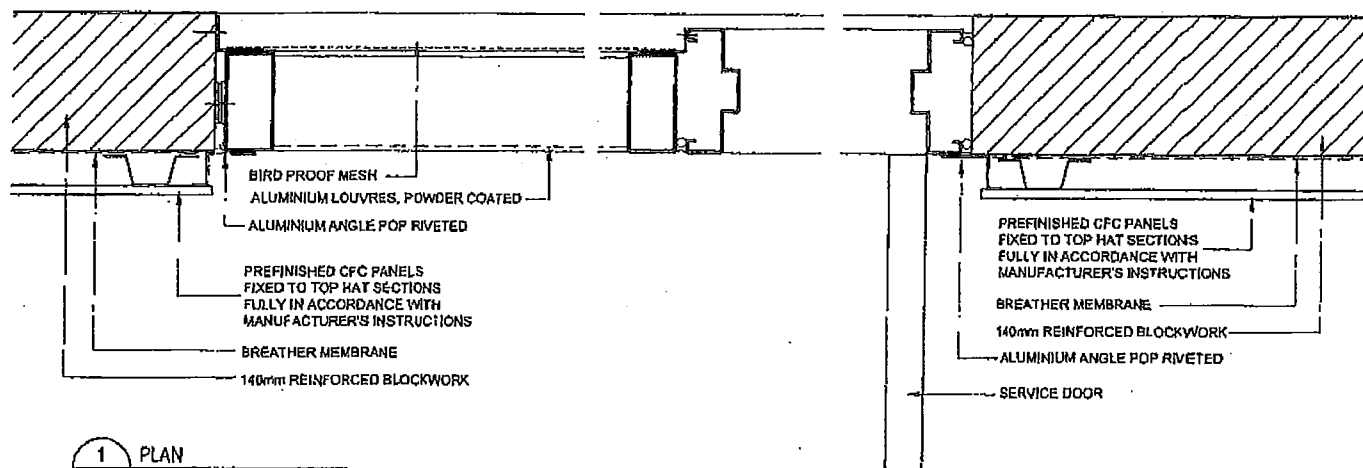
PROJECT NAME:
CASEY (ACT)

steinerrichards
ARCHITECTS

100 WALKER STREET, NORTH SYDNEY, NSW 2060
T (02) 9504 1789 F (02) 9504 1722

DRAWING TITLE:
LOUVRE AND SERVICE DOOR

DRAWN BY: LM	SCALE: 1:20	DATE: 05/08/10
PROJECT NUMBER: P10104	DRAWING NUMBER: A3-733	REV: A
TENDER ISSUE		



2 SECTION
L01 1:5

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DESCRIPTION



steiner richards
ARCHITECTS

100 WALKER STREET, NORTH SYDNEY, NSW 2060
T (02) 8904 1799 F (02) 8904 1122

PROJECT NAME:

CASEY (ACT)

DRAWING TITLE:
LOUVRE AND SERVICE DOOR
DETAILS

DRAWN BY:

LM

SCALE:

1:5

DATE:

05/08/10

PROJECT NUMBER:

P10104

DRAWING NUMBER:

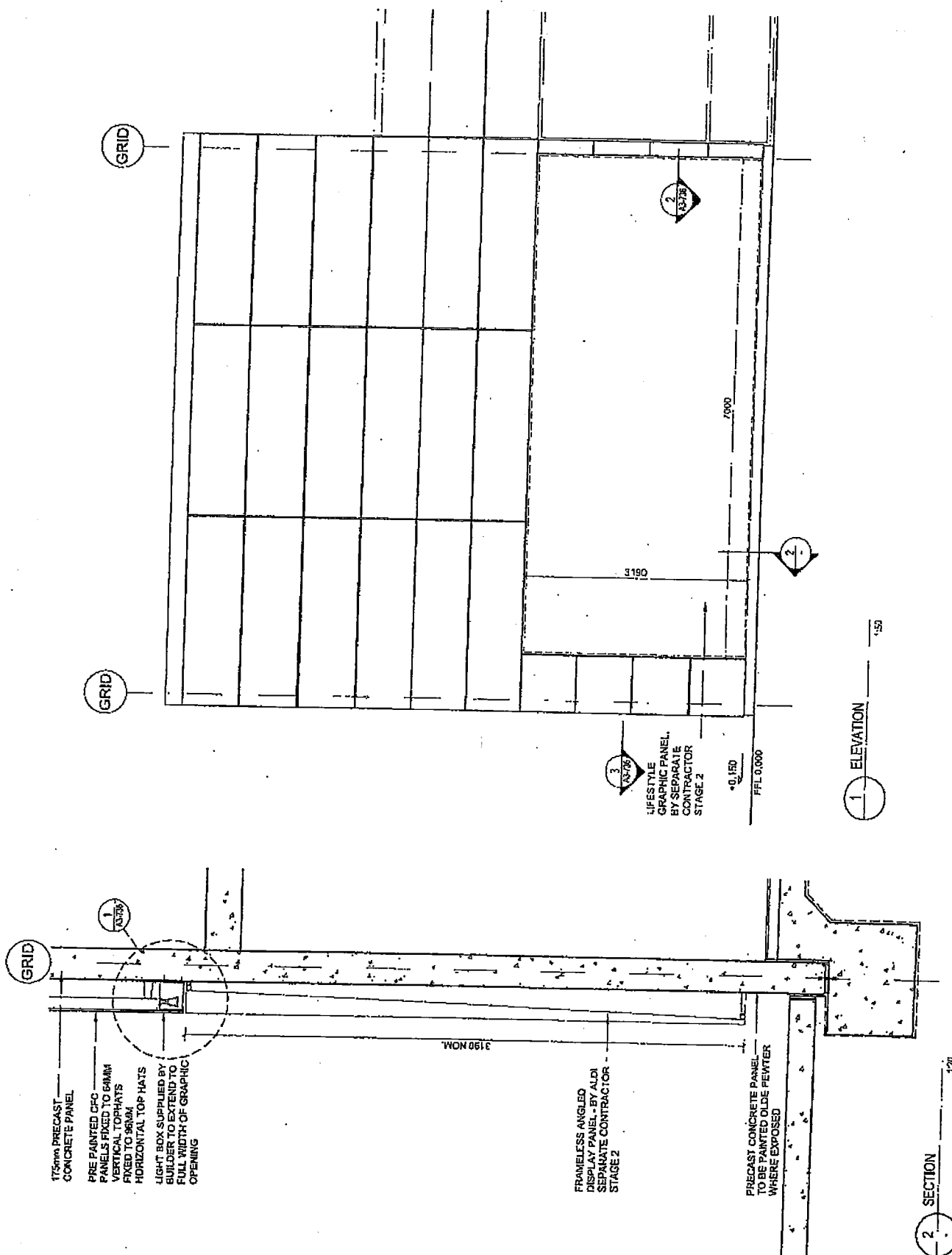
A3-734

REV:

A

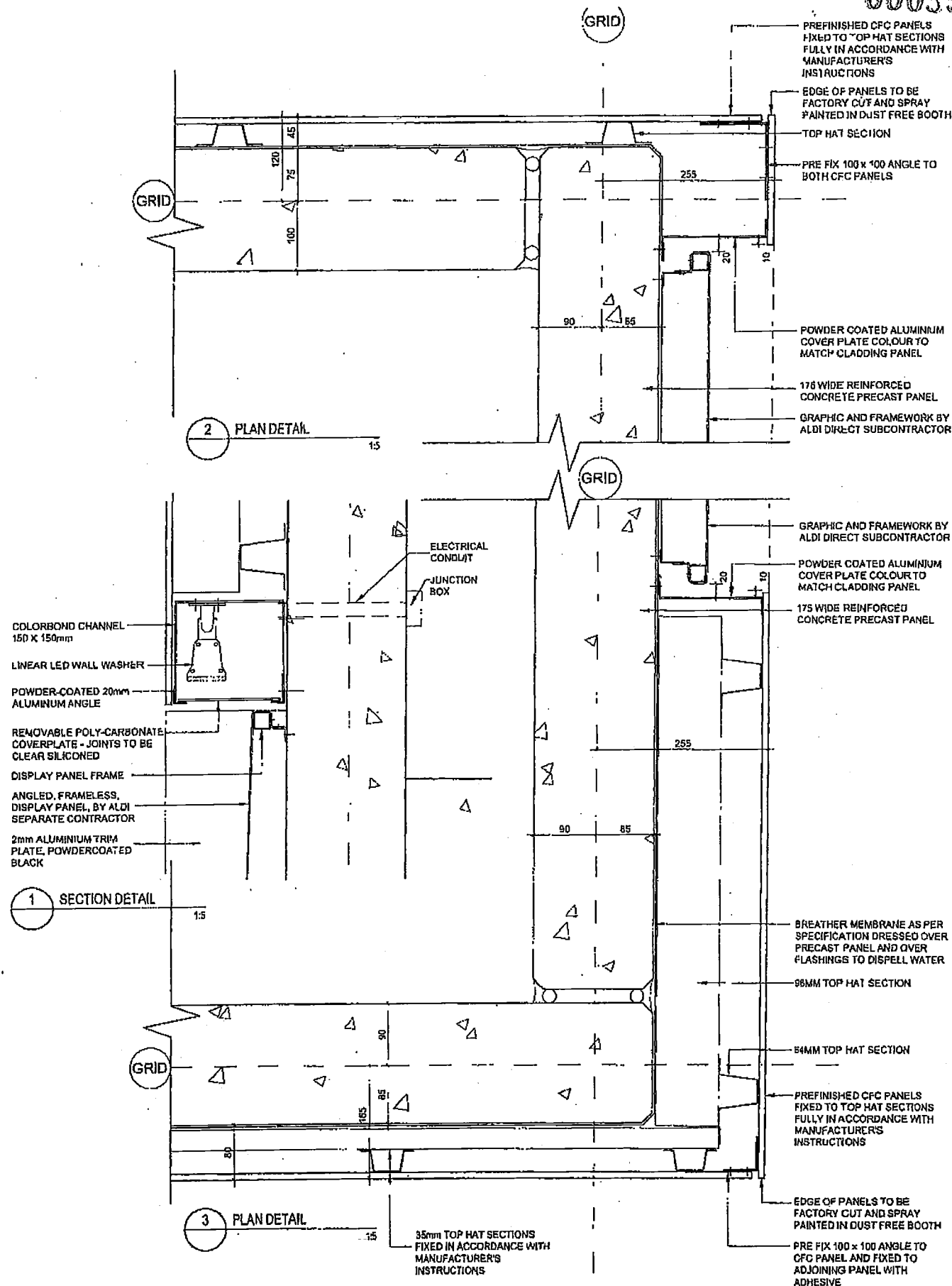
TENDER ISSUE

000356



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CHECKED AND APPROVED BY:		PROJECT NAME:		100 WALKER STREET, NORTH SYDNEY, NSW 2060 T (02) 8904 1793 F (02) 8904 1773		DRAWN BY:		SCALE:	DATE:
		CASEY (ACT)				LM		1:20, 1:60	05/08/10
REVNO.	DESCRIPTION					PROJECT NUMBER:		DRAWING NUMBER:	REV:
						P10104		A3-735	A
						TENDER ISSUE			

000355



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REV NO.

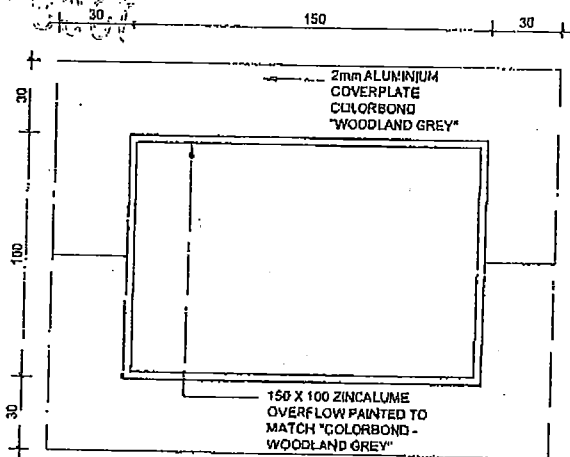
DESCRIPTION

A ISSUED FOR TENDER - 05/08/2018

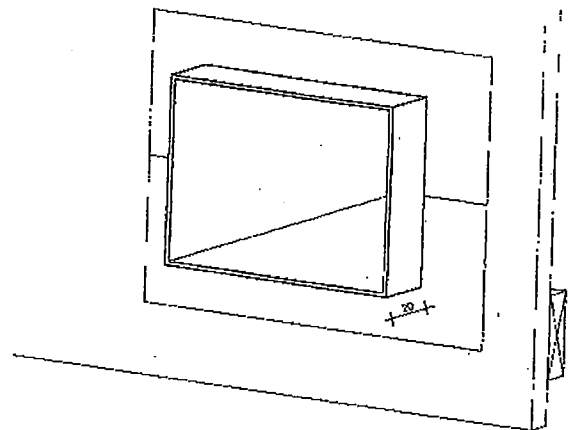
PROJECT NAME
CASEY (ACT)
steinerrichards
ARCHITECTS
100 WALKER STREET NORTH SYDNEY NSW 2060
T (02) 8804 1785 F (02) 8804 1722
 DRAWING TITLE
CONSTRUCTION DETAIL
TOWER SIGNAGE / GRAPHICS
SHEET 2
DRAWN BY
LMSCALE
1:5DATE
05/08/10PROJECT NUMBER
P10104DRAWING NUMBER
A3-738REV
A

FOR INFORMATION

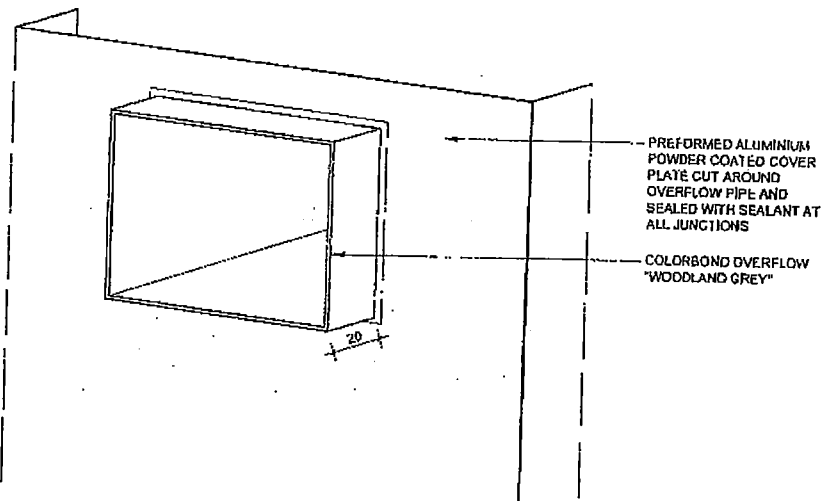
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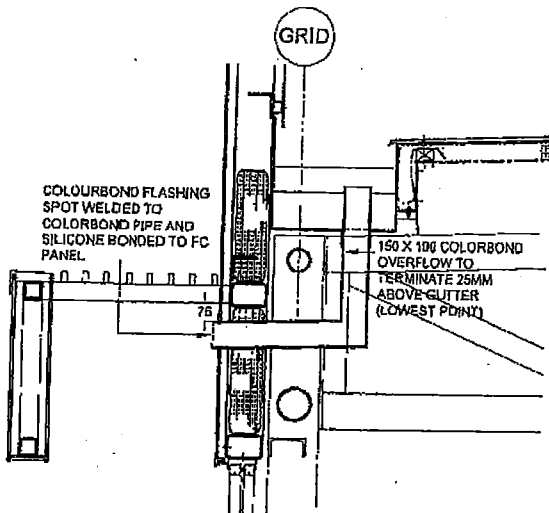
1 OVERFLOW POPOUT DETAIL
RETAIL ELEVATION 1:2



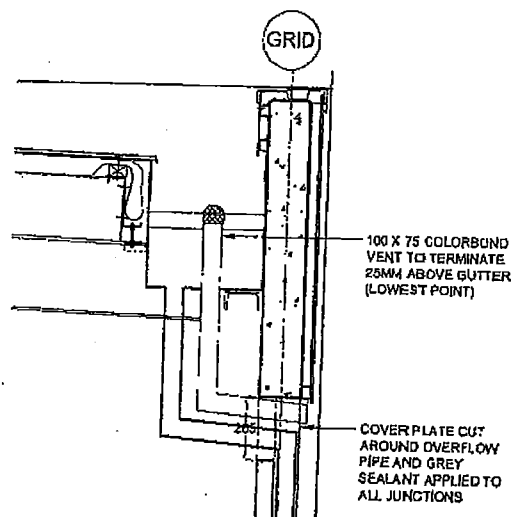
2 OVERFLOW POPOUT DETAIL
RETAIL ELEVATION 1:2



3 POPOUT 3D VIEW
STORE ELEVATION NTS



4 SECTION
RETAIL ELEVATION 1:20



5 SECTION
STORE ELEVATION 1:20

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DESCRIPTION



steiner richards
ARCHITECTS

100 WALKER STREET, NORTH SYDNEY, NSW 2060
T: (02) 8804 1799 F: (02) 8804 1722

PROJECT NAME
CASEY (ACT)

DRAWING TITLE:
CONSTRUCTION DETAIL
POPOUT
DETAILS

DRAWN BY:
LM

SCALE:
1:2 / 1:20 / NTS

DATE:
05/08/10

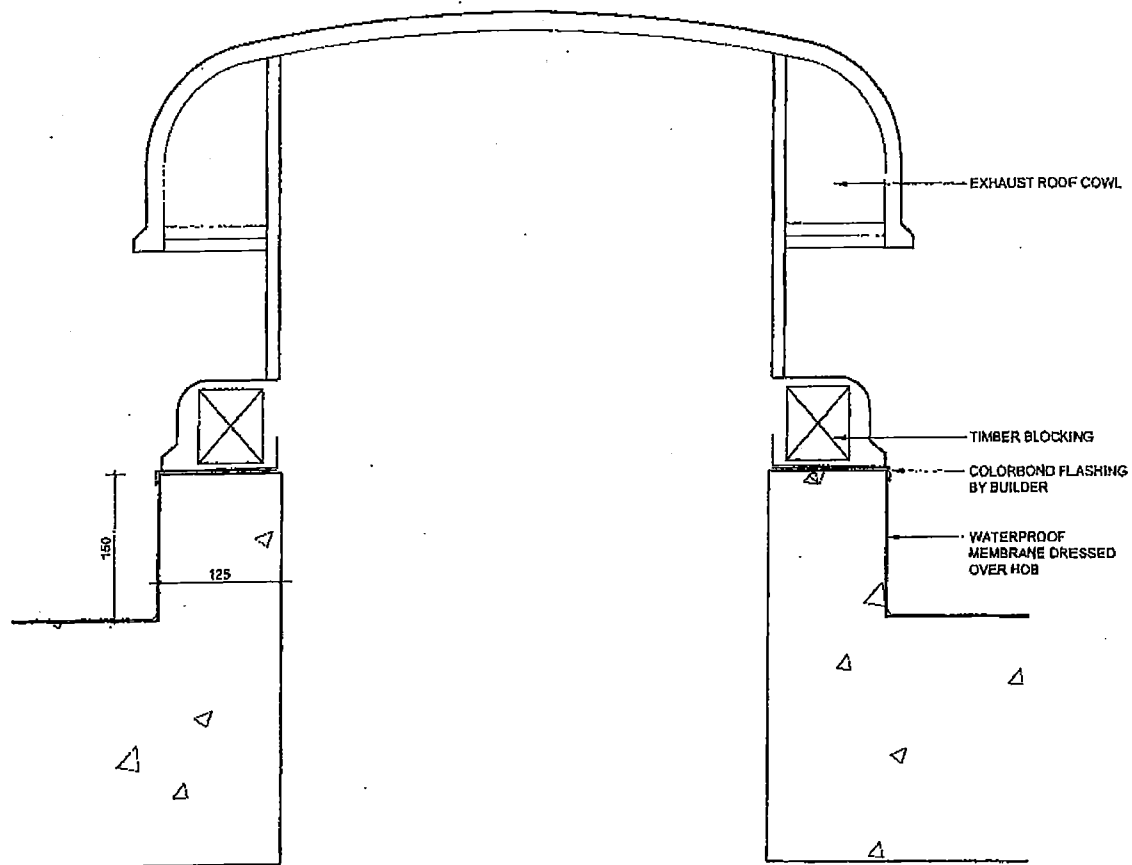
PROJECT NUMBER:
P10104

DRAWING NUMBER:
A3-737

REV:
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000353



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DESCRIPTION



PROJECT NAME:

CASEY (ACT)

steinerrichards
ARCHITECTS
100 WALKER STREET, NORTH SYDNEY, NSW 2060
T (02) 8504 1725 F (02) 8504 1722DRAWING TITLE:
CONSTRUCTION DETAIL
ROOF COWL
DETAILS

DRAWN BY:

LM

SCALE:

1:5

DATE:

05/08/10

PROJECT NUMBER:

P10104

DRAWING NUMBER:

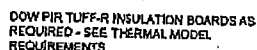
A3-738

REV:

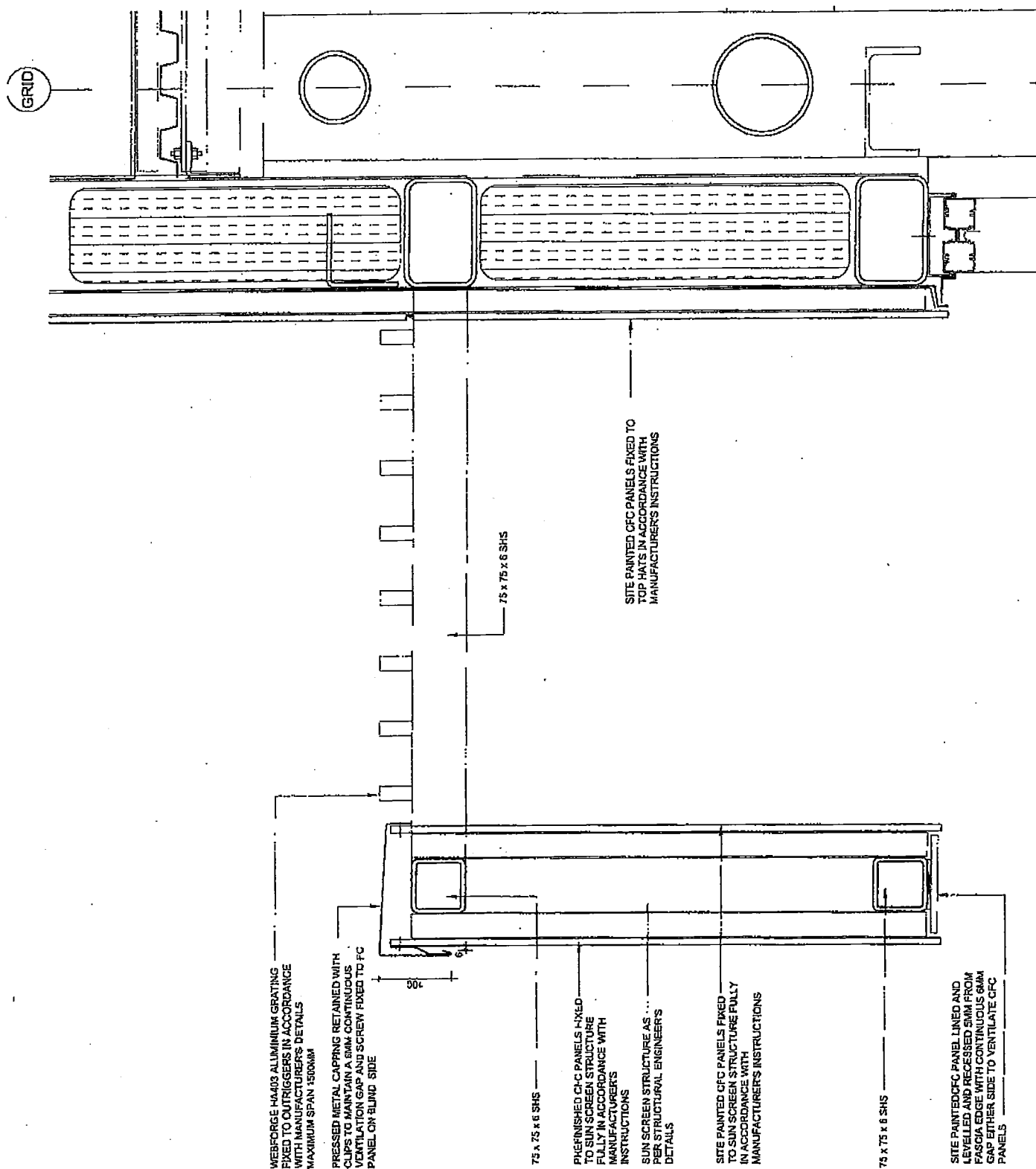
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A ISSUED FOR TENDER - 25/6/2010		PROJECT NUMBER: P10104		DRAWING NUMBER: A3-740		REV: A		TENDER ISSUE					
REVISION DESCRIPTION													



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CASEY (ACT)

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ARCHITECTS
100 WALKER STREET, NORTH SYDNEY, NSW 2060
T (02) 9604 1799 F (02) 9604 1722
 DRAWING TITLE:
CONSTRUCTION DETAIL
SUNSCREEN
DETAILS

DRAWN BY:

LM

PROJECT NUMBER:

P10104

SCALE:

1:5

DRAWING NUMBER:

A3-741

DATE:

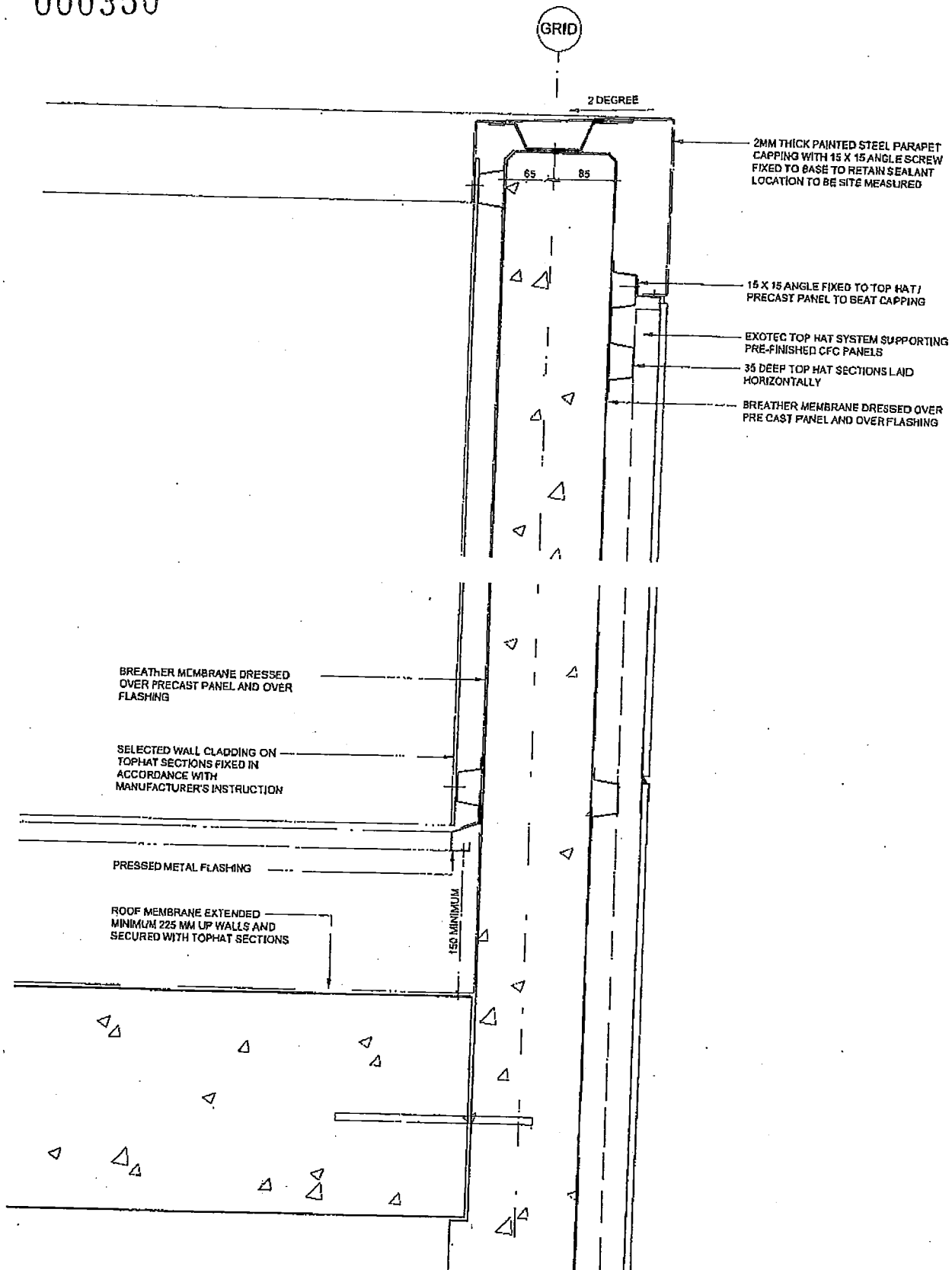
05/08/10

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CHECKED AND APPROVED BY: <i>[Signature]</i>		PROJECT NAME: CASEY (ACT)		DRAWN BY: LM	
REVISION: A ISSUED FOR TENDER - 05/08/10		PROJECT NUMBER: P10104		SCALE: 1:5	
DESCRIPTION:		TENDER ISSUE		DATE: 05/08/10	
DESCRIPTION:		TENDER ISSUE		REV: A	

000349

PRESSED METAL CAPPING WITH MINIMUM AIR GAP OF 6MM TO CLADDING AND DRESSED OVER INTERNAL PARAPET WALL CLADDING. CAPPING TO BE SUPPORTED ON SADDLES TO PREVENT DEFLECTION AND ALL FIXINGS TO RESIST WIND UPLIFT

PARAPET TO BE HELD WITH HOLD DOWN CLIPS TO PREVENT EXPOSED FIXINGS WHERE VIEWED

9MM CFC SHEETS FIXED WITH WAFER HEAD SCREWS PAINTED AS PER SPECIFICATION

SELECTED WALL CLADDING FIXED TO STRUCTURAL GIRTS AT MINIMUM CENTRES AS PER MANUFACTURER'S INSTRUCTIONS

BREATHER MEMBRANE DRESSED OVER TOP STRUCTURAL GIRT AND OVER PRESSED METAL BASE FLASHING

35MM DEEP EXOTEC TOP HAT SECTIONS FIXED VERTICALLY TO SUPPORT FC PANELS

SEALANT BEAD TO EXPRESSED JOINT WITH STRUCK FINISH

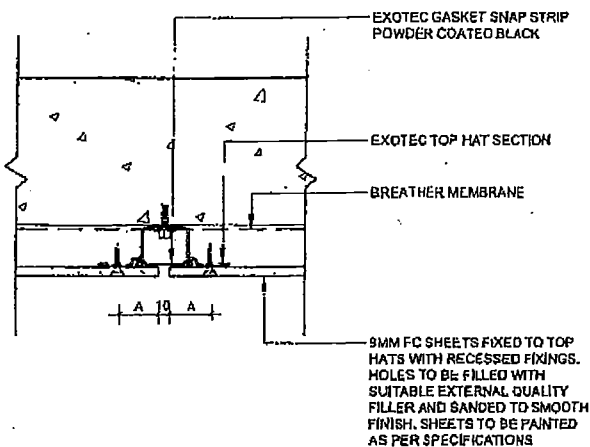
NOTE: FIXINGS -
DIMENSION B NOMINAL 100MM

BREATHER MEMBRANE DRESSED OVER TOP STRUCTURAL GIRT AND OVER PRESSED METAL BASE FLASHING

PROPRIETARY METAL FLASHING DRESSED BEHIND TOP HAT SECTIONS AND SHEATHING AND SET 6MM FROM BACK FACE OF FC SHEET TO FORM 6MM AIR GAP

1 TYPICAL SECTION DETAILS

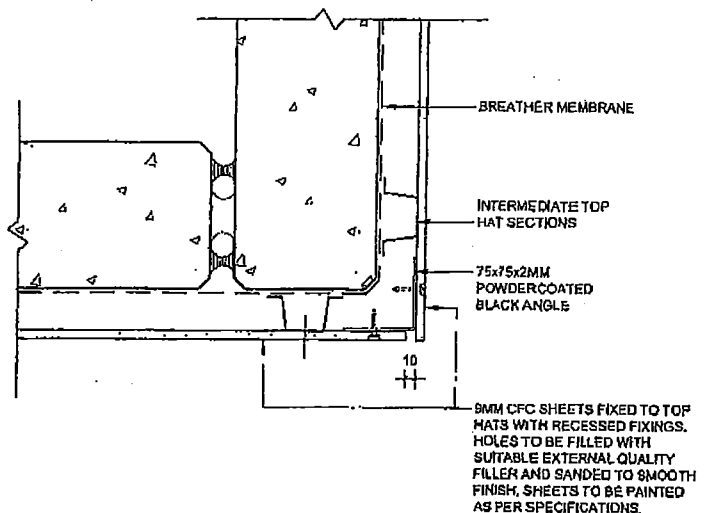
1:5



NOTE: FIXINGS -
DIMENSION A NOMINAL 100MM

2 TYPICAL PLAN DETAILS

1:5



3 TYPICAL PLAN DETAILS

1:5

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steiner richards
ARCHITECTS

100 WALKER STREET, NORTH SYDNEY, NSW 2060
T (02) 8504 1788 F (02) 8504 1722

PROJECT NAME:
CASEY (ACT)

DRAWING TITLE:
CONSTRUCTION DETAIL
FC CLADDING
DETAILS

DRAWN BY:
LM

SCALE:
1:5

DATE:
05/08/10

PROJECT NUMBER:
P10104

DRAWING NUMBER:
A3-743

REV.
A

TENDER ISSUE

000348

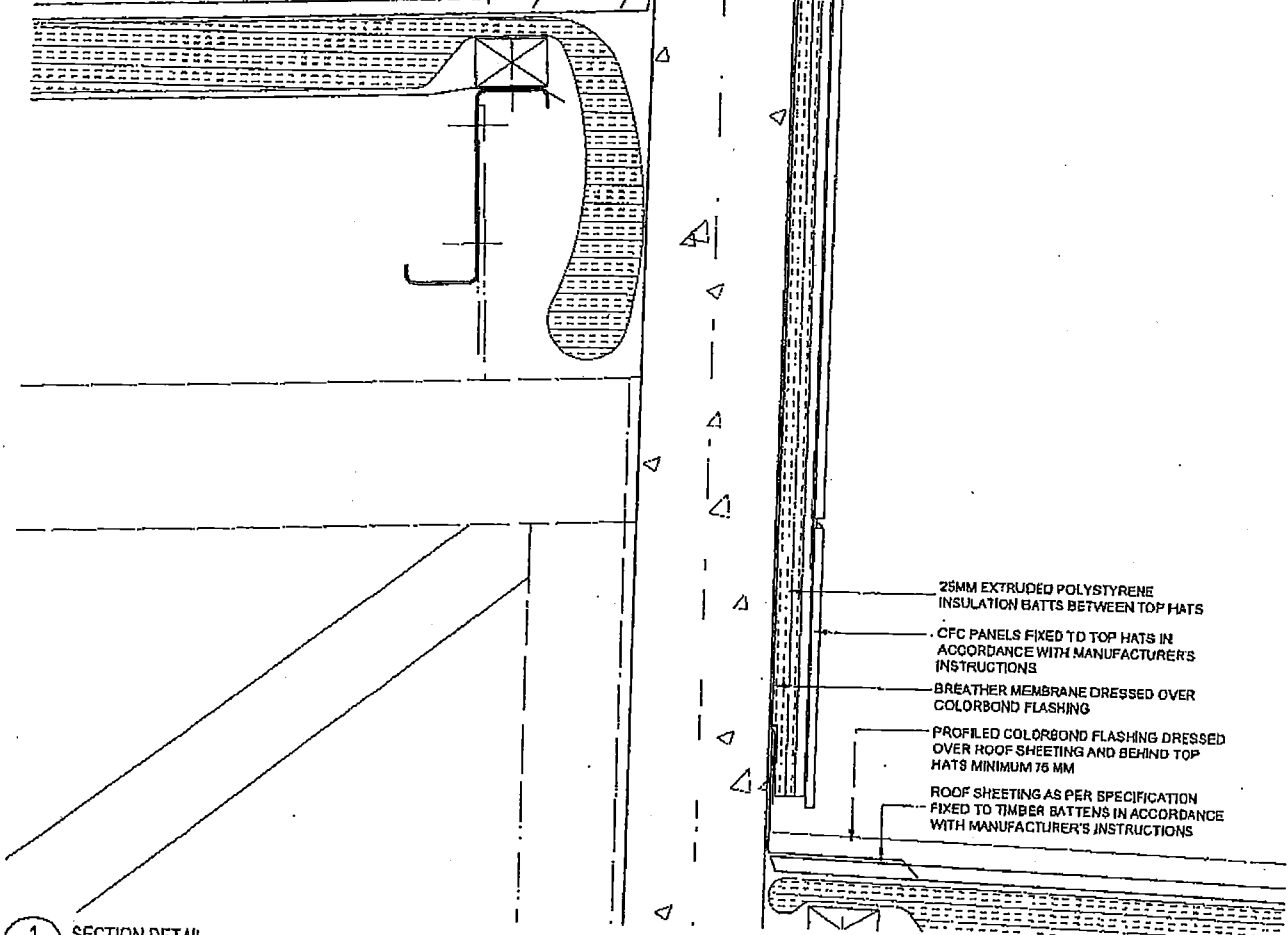
GRID

PRESSED METAL CAPPING WITH MINIMUM AIR GAP OF 6MM
TO CLADDING AND DRESSED OVER COVER FLASHING.
CAPPING TO BE SUPPORTED ON SADDLES TO PREVENT
DEFLECTION AND ALL FIXINGS TO RESIST WIND UPLIFT

BREATHER MEMBRANE DRESSED OVER PRECAST
PANEL AND BEHIND COLORBOND FLASHING AND
DRESSED INTO ROOF SHEETING

PROFILED COLORBOND FLASHING DRESSED
OVER ROOF SHEETING AND UNDER CAPPING

ROOF SHEETING AS PER SPECIFICATION
FIXED TO TIMBER BATTENS IN ACCORDANCE
WITH MANUFACTURER'S INSTRUCTIONS



1 SECTION DETAIL

1:5

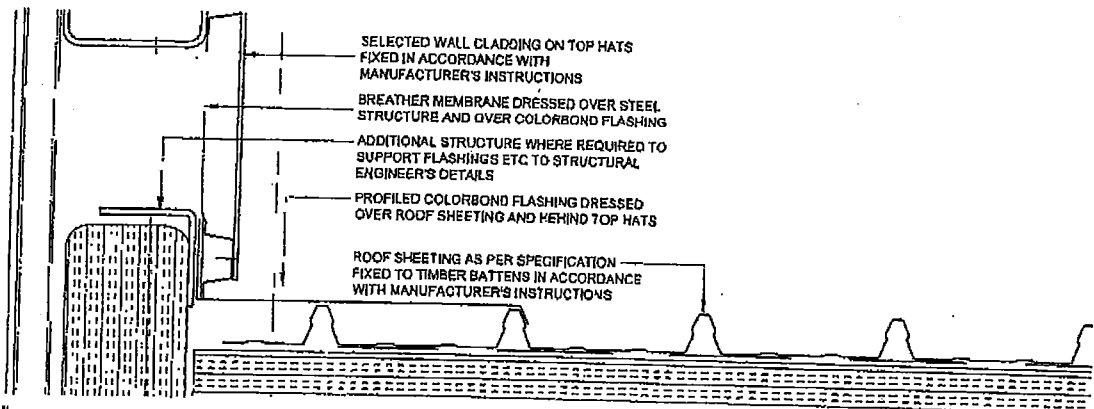
SELECTED WALL CLADDING ON TOP HATS
FIXED IN ACCORDANCE WITH
MANUFACTURER'S INSTRUCTIONS

BREATHER MEMBRANE DRESSED OVER STEEL
STRUCTURE AND OVER COLORBOND FLASHING

ADDITIONAL STRUCTURE WHERE REQUIRED TO
SUPPORT FLASHINGS ETC TO STRUCTURAL
ENGINEER'S DETAILS

PROFILED COLORBOND FLASHING DRESSED
OVER ROOF SHEETING AND BEHIND TOP HATS

ROOF SHEETING AS PER SPECIFICATION
FIXED TO TIMBER BATTENS IN ACCORDANCE
WITH MANUFACTURER'S INSTRUCTIONS



2 SECTION DETAIL

1:5

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PROJECT NAME
CASEY (ACT)

DRAWING TITLE
CONSTRUCTION DETAIL
ROOF FLASHING
DETAILS

DRAWN BY: LM

SCALE: 1:5

DATE: 05/08/10

PROJECT NUMBER: P10104

DRAWING NUMBER: A3-744

REV: A

TENDER ISSUE

GRID

000347

2 DEGREE

PRESSED METAL CAPPING WITH MINIMUM AIR GAP OF 8MM TO CLADDING AND DRESSED OVER WALL CLADDING. CAPPING TO BE SUPPORTED ON SADDLES TO PREVENT DEFLECTION AND ALL FIXINGS TO RESIST WIND UPLIFT

SELECTED WALL CLADDING ON TOP HATS FIXED TO STRUCTURE IN ACCORDANCE WITH STRUCTURAL ENGINEER'S DETAILS

BREATHER MEMBRANE AS PER SPECIFICATION DRESSED OVER TOP GIRT AND OVER FLASHINGS TO DISPELL WATER

CFC PANELS FIXED TO TOP HATS IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS

BREATHER MEMBRANE AS PER SPECIFICATION DRESSED OVER TOP GIRT AND OVER FLASHINGS TO DISPELL WATER

SEALANT BEAD TO EXPRESSED JOINT. WITH STRUCK FINISH

SAFETY MESH FIXED TO PURLINS

PROFIED COMPRESSIBLE FILLER BETWEEN ROOF SHEETING AND FLASHING

60 DEEP TIMBER BATTEN SCREWED AND GLUED TO PURLIN

900mm WIDE FLASHING DRESSED UNDER ROOF SHEETING AND POP RIVETED TO BOX GUTTER. JUNCTION BETWEEN FLASHING AND BOX GUTTER TO RECEIVE SILICONE SEAL PRIOR TO POP RIVETS

ROOF SHEETING AS PER SPECIFICATION FIXED TO TIMBER BATTENS IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS

ROOF INSULATION DRESSED BETWEEN GUTTER AND PURLIN

BOX GUTTER WITH INTEGRAL SUMP AS PER SPECIFICATION

25 EXTRUDED POLYSTYRENE INSULATION BETWEEN BOX GUTTER AND SUPPORT FRAMEWORK

500

OUTLINE OF SUMP BEYOND BOX GUTTER LAID TO FALLS MINIMUM 1% SUPPORTED ON PROFIED METAL SHEET ON ANGLES FIXED TO PURLINS AND GIRTS

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ARCHITECTS

120 WALKER STREET NORTH SYDNEY, NSW 2060
T (02) 8804 1799 F (02) 8804 1722

PROJECT NAME:
CASEY (ACT)

DRAWING TITLE:
CONSTRUCTION DETAIL
BOX GUTTER
TO RETAIL

DRAWN BY: LM	SCALE: 1:5	DATE: 05/08/10
PROJECT NUMBER: P10104	DRAWING NUMBER: A3-745	REV: A

TENDER ISSUE

000346

GRID

CLERESTORY WINDOWS WITH SILL PROFILE FIXED TO PRECAST CONCRETE PANEL IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS

SEALANT WITH BACKING STRIP AS PER SPECIFICATION

STRUCTURAL SUPPORT MEMBER AS PER STRUCTURAL ENGINEER'S DETAILS AS REQUIRED

RIBBED PRECAST CONCRETE PANEL DOWELLED TO FOUNDATION AND FIXED TO STRUCTURE IN ACCORDANCE WITH STRUCTURAL ENGINEER'S DETAILS

BONDOR PIR PANELS FIXED BETWEEN STRUCTURAL COLUMNS WITH CHANNELS AND COVER PLATES AS REQUIRED TO PROVIDE A "SOLID WALL" CONSTRUCTION THAT RESISTS VERMIN ATTACK

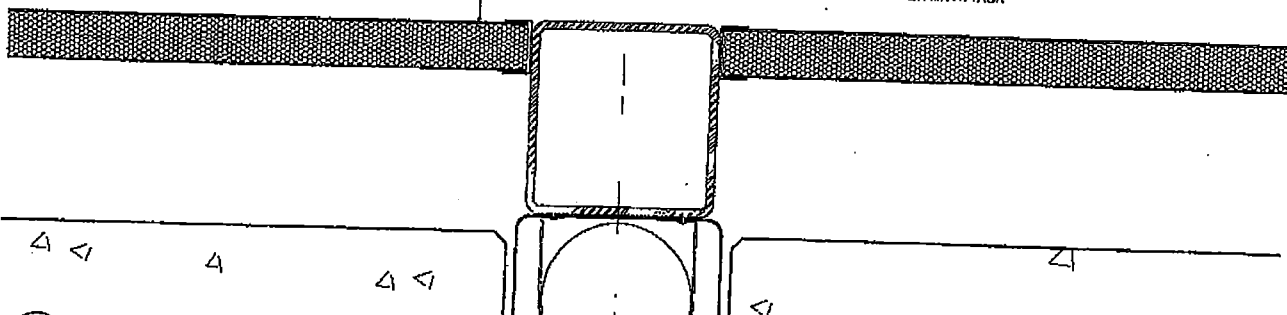
BONDOR PIR PANELS FIXED BETWEEN STRUCTURAL COLUMNS WITH CHANNELS AND COVER PLATES AS REQUIRED TO PROVIDE A "SOLID WALL" CONSTRUCTION THAT RESISTS VERMIN ATTACK

BONDOR PIR PANELS TO ALIGN WITH INSIDE FACE OF STRUCTURAL COLUMNS

BONDOR CHANNEL ACCESSORY SCREW FIXED TO HOBB

1 TYPICAL SECTION DETAIL 1/6

BONDOR PIR PANELS FIXED BETWEEN STRUCTURAL COLUMNS WITH CHANNELS AND COVER PLATES AS REQUIRED TO PROVIDE A "SOLID WALL" CONSTRUCTION THAT RESISTS VERMIN ATTACK



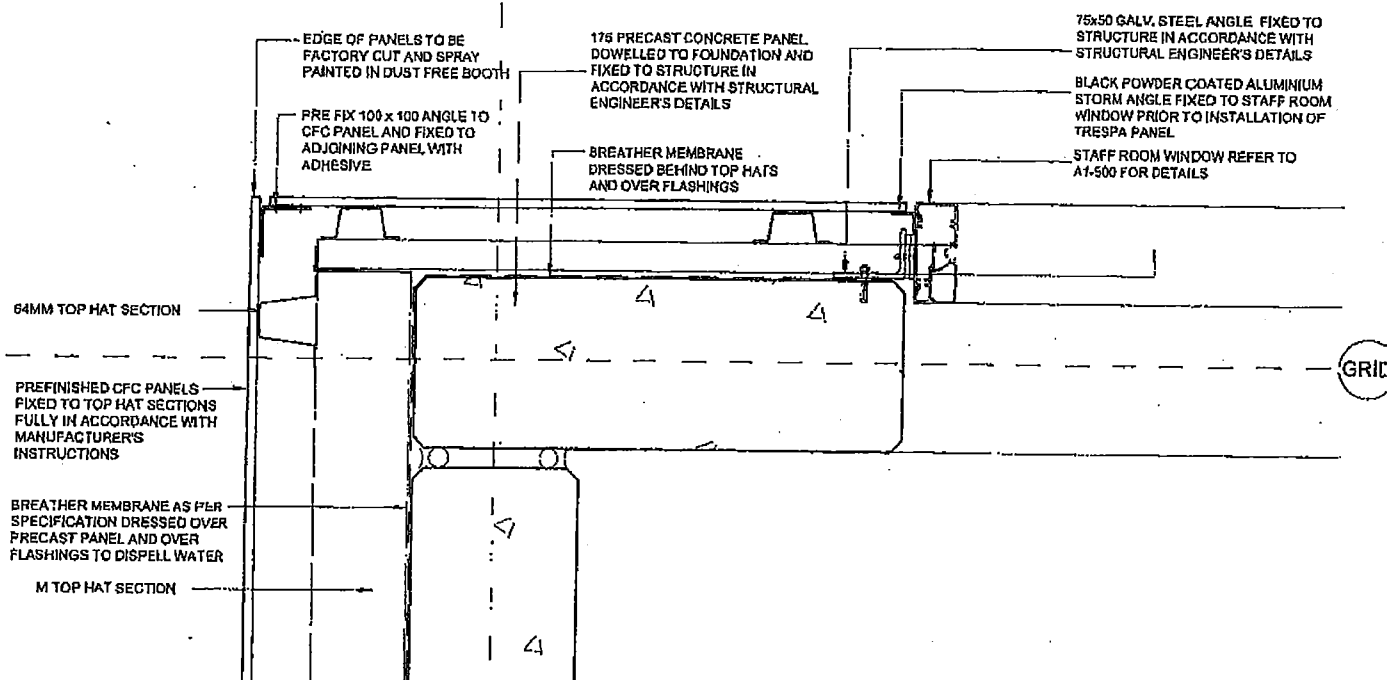
2 TYPICAL PLAN DETAIL 1/5

GRID

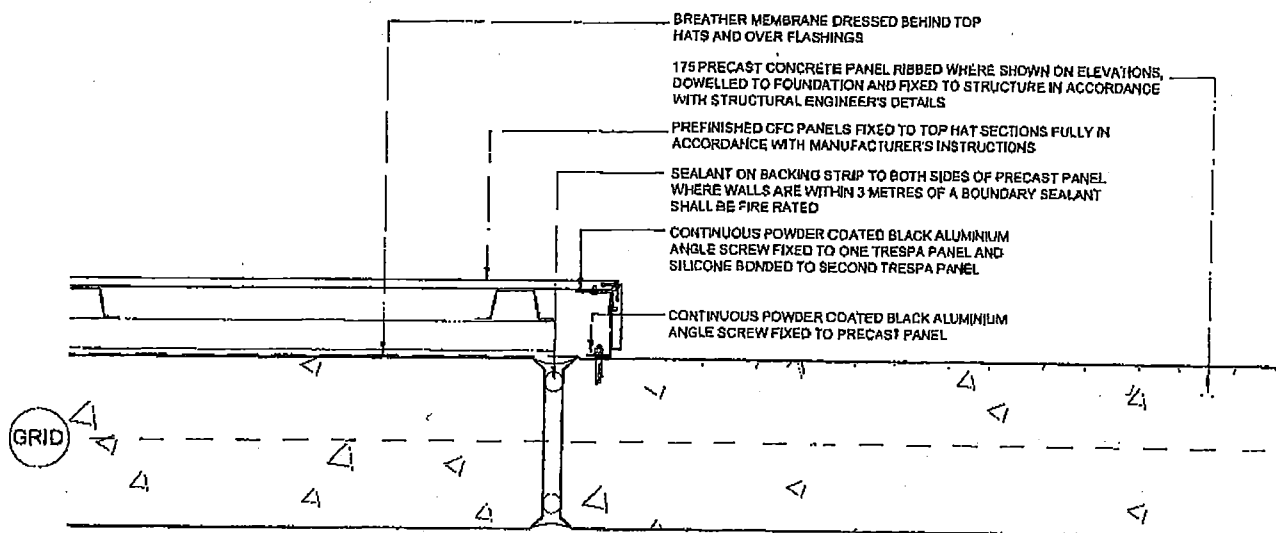
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REV NO.	DESCRIPTION	PROJECT NUMBER: P10104	DRAWN BY: LM	SCALE: 1:5	DATE: 05/08/10	REV:	A
		TENDER ISSUE					

(GRID)

000345



1 PLAN DETAIL
A1-058 TOWER JUNCTIONS 1:5



2 PLAN DETAIL
A1-058 TOWER JUNCTIONS 1:5

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DESCRIPTION



PROJECT NAME:

CASEY (ACT)

steiner richards
ARCHITECTS

100 WALKER STREET, NORTH SYDNEY, NSW 2060
T (02) 9194 1799 F (02) 9604 1722

DRAWING TITLE:
PLAN DETAILS - SHEET 1
TOWER JUNCTIONS WITH STAFF ROOM
WINDOW AND PRECAST PANELS

DRAWN BY:

LM

SCALE:

1:5

DATE:

05/08/10

PROJECT NUMBER:

P10104

DRAWING NUMBER:

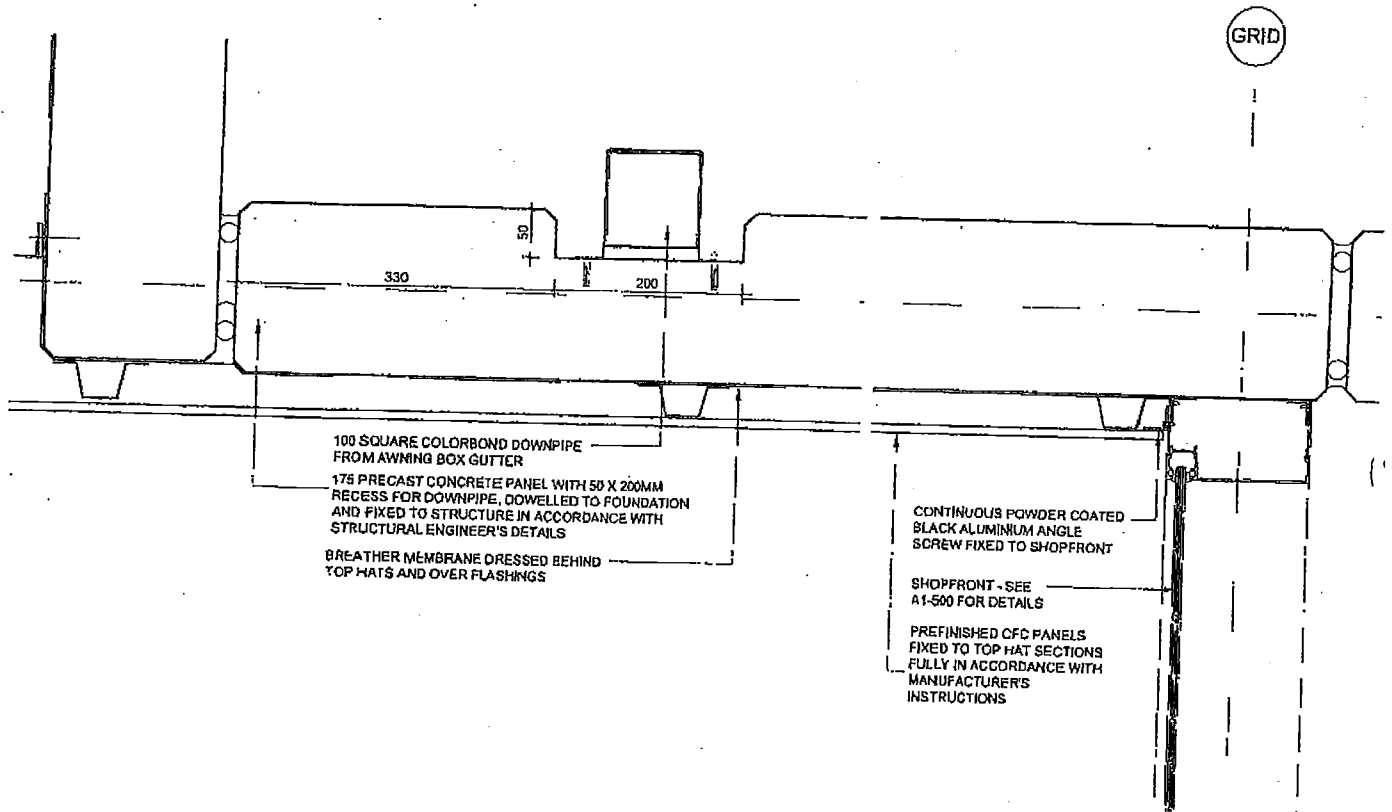
A3-760

REV:

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TENDER ISSUE

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1 PLAN DETAIL
A1-066 TOWER JUNCTIONS 1/5

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100 WALKER STREET, NORTH SYDNEY, NSW 2060
T 02 18504 1788 F (02) 8904 1722

PROJECT NAME:

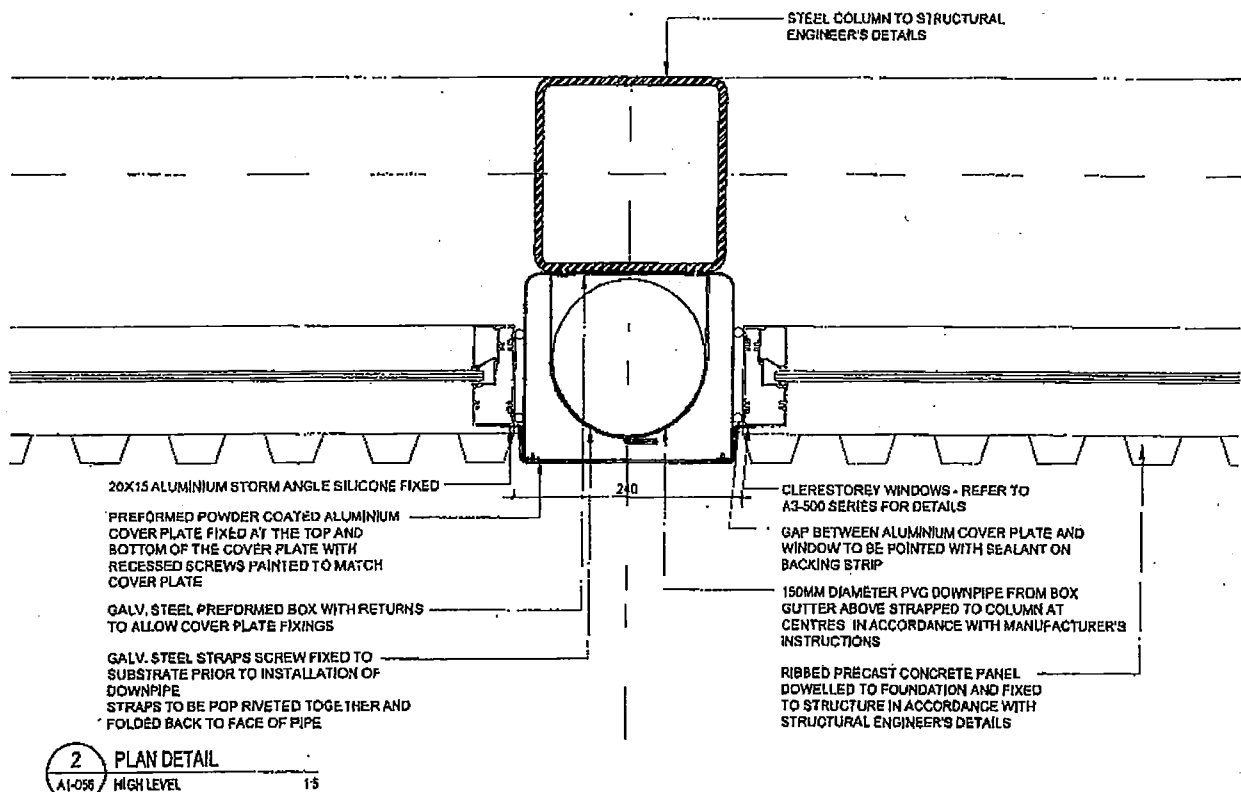
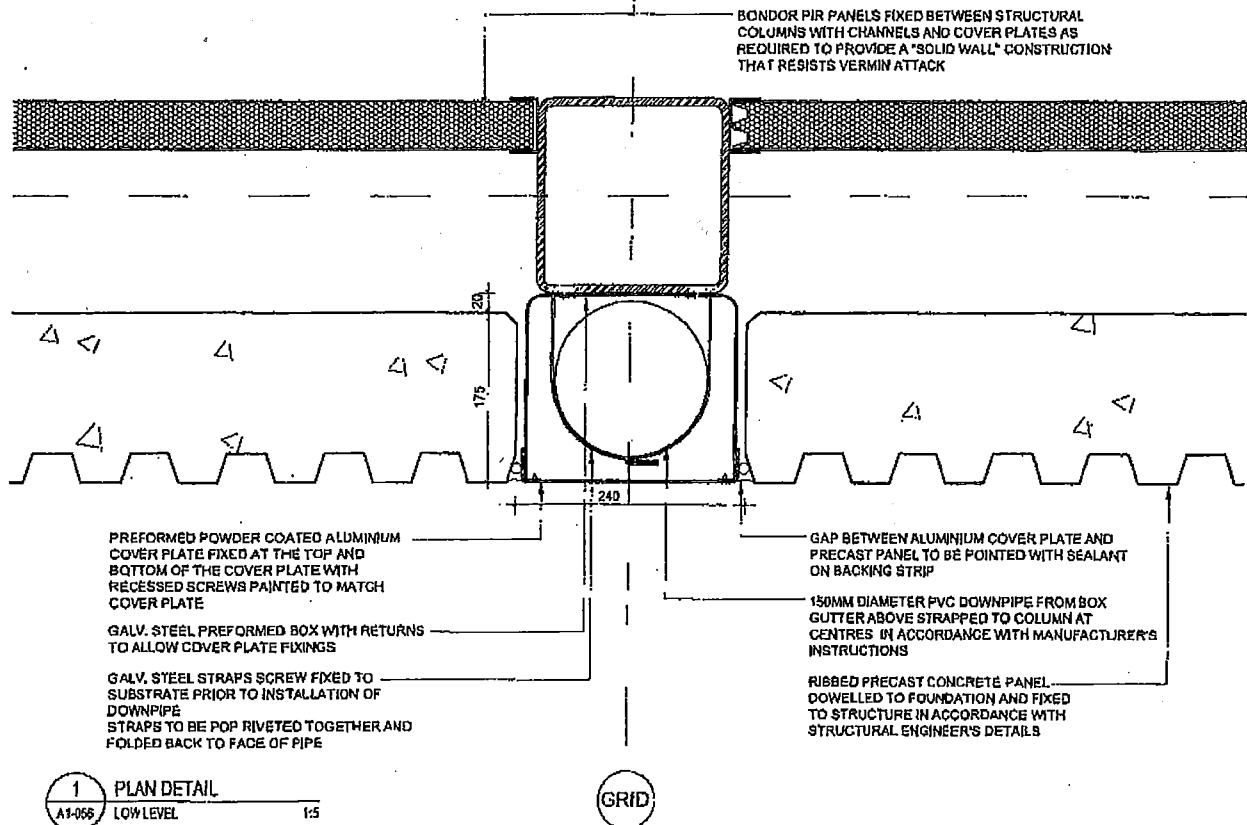
CASEY (ACT)

DRAWING TITLE:
PLAN DETAILS - SHEET 2
TOWER JUNCTIONS WITH
SHOPFRONT

DRAWN BY:	SCALE:	DATE:
LM	1:5	05/08/10
PROJECT NUMBER:	DRAWING NUMBER:	REV:
P10104	A3-761	A

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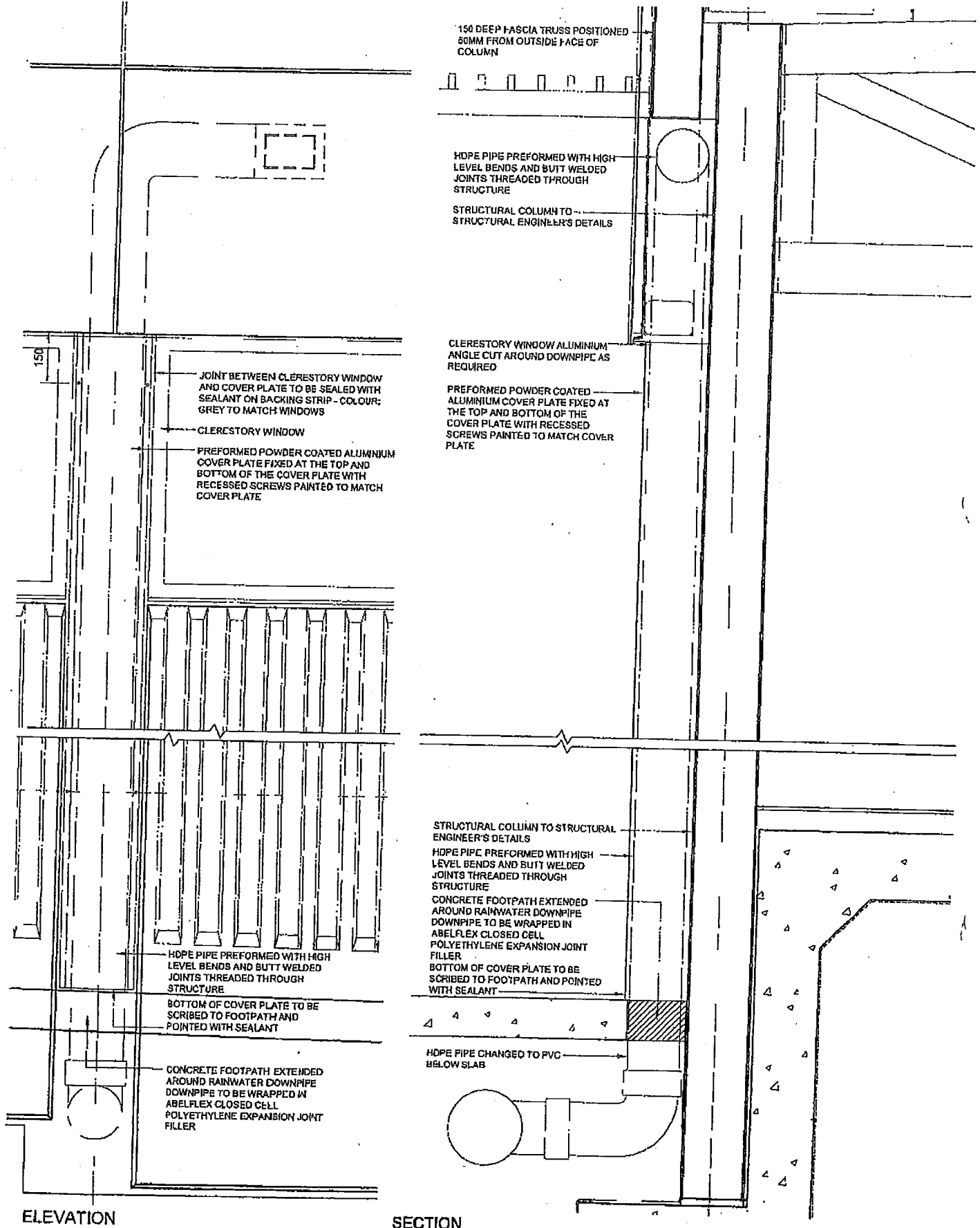
ISSUED FOR TENDER - 24/08/2018

DESCRIPTION

PROJECT NAME
CASEY (ACT)steiner richards
ARCHITECTS100 WALKER STREET NORTH SYDNEY, NSW 2060
T (02) 9594 1789 F (02) 9594 1722DRAWING TITLE:
PLAN DETAILS - SHEET 3
RETAIL FACADE DETAILSDRAWN BY:
LMSCALE:
1:5DATE:
05/08/10PROJECT NUMBER:
P10104DRAWING NUMBER:
A3-762REV:
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TENDER ISSUE

000342



ELEVATION

SECTION

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ARCHITECTS

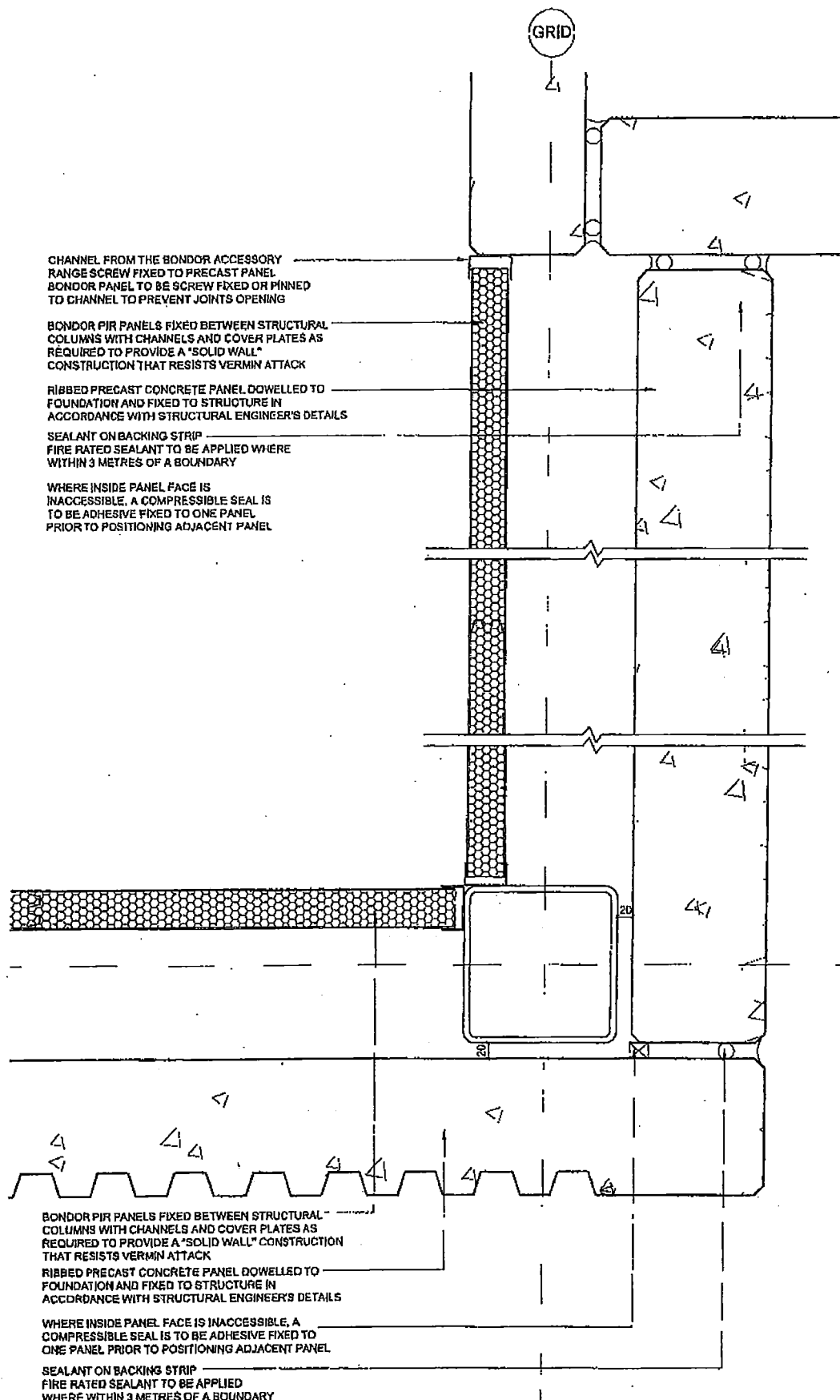
100 WALKER STREET, NORTH SYDNEY, NSW 2060
T (02) 9504 1789 F (02) 9504 1722

PROJECT NAME
CASEY (ACT)

DRAWING TITLE:
PLAN DETAILS
COVER PLATE DETAILS

DRAWN BY: LM	SCALE: 1:5	DATE: 05/08/10
PROJECT NUMBER: P10104	DRAWING NUMBER: A3-783	REV: A

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DESCRIPTION



PROJECT NAME: CASEY (ACT)

steinerrichards
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100 WALKER STREET, NORTH SYDNEY, NSW 2060
T (02) 9594 1789 F (02) 9594 1122

DRAWING TITLE:
PLAN DETAILS - SHEET 6
PRECAST CONCRETE PANEL
CORNER JUNCTIONS

DRAWN BY:
LMSCALE:
1:5DATE:
05/08/10PROJECT NUMBER:
P10104DRAWING NUMBER:
A3-754REV:
A

TENDER ISSUE

2MM PREFORMED POWDER COATED ALUMINIUM/STEEL COVER PLATE FIXED TO SUPPORT BRACKETS WITH COUNTERSUNK SCREWS PAINTED TO MATCH COVER PLATE

PRESSED METAL COVER PLATE SUPPORT —
BRACKET LOCATED 150MM ABOVE FINISHED
GROUND LEVEL AND 150MM BELOW TRESPA
BAND

- GAP BETWEEN ALUMINUM COVER PLATE
AND PRECAST PANEL TO BE POINTED
WITH SEALANT

FLAT/RIBBED PRECAST CONCRETE PANEL WITH 220x105MM RECESS (OVERALL), DOWELLED TO FOUNDATION AND FIXED TO STRUCTURE IN ACCORDANCE WITH STRUCTURAL ENGINEER'S DETAILS

EXTERIOR

STORE

1 PLAN DETAIL
A1-055 REAR FACADE DETAILS 1-5

100 X 75MM COLORBOND DOWNPIPE FROM
BOX GUTTER ABOVE STRAPPED TO WALL IN
ACCORDANCE WITH MANUFACTURER'S
INSTRUCTIONS

EXTERIOR

STORE

2 PLAN DETAIL
AT-056 REAR FACADE DETAILS 15

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ARCHITECTS

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T (02) 8904 1799 F (02) 8904 1772

PROJECT NAME
CASEY (ACT)

DRAWING TITLE:
PLAN DETAILS - SHEET B
STORE (WAREHOUSE) FACADE DETAILS

DRAWN BY:
LM

SCALE:
1:5

DATE: 05/08/10

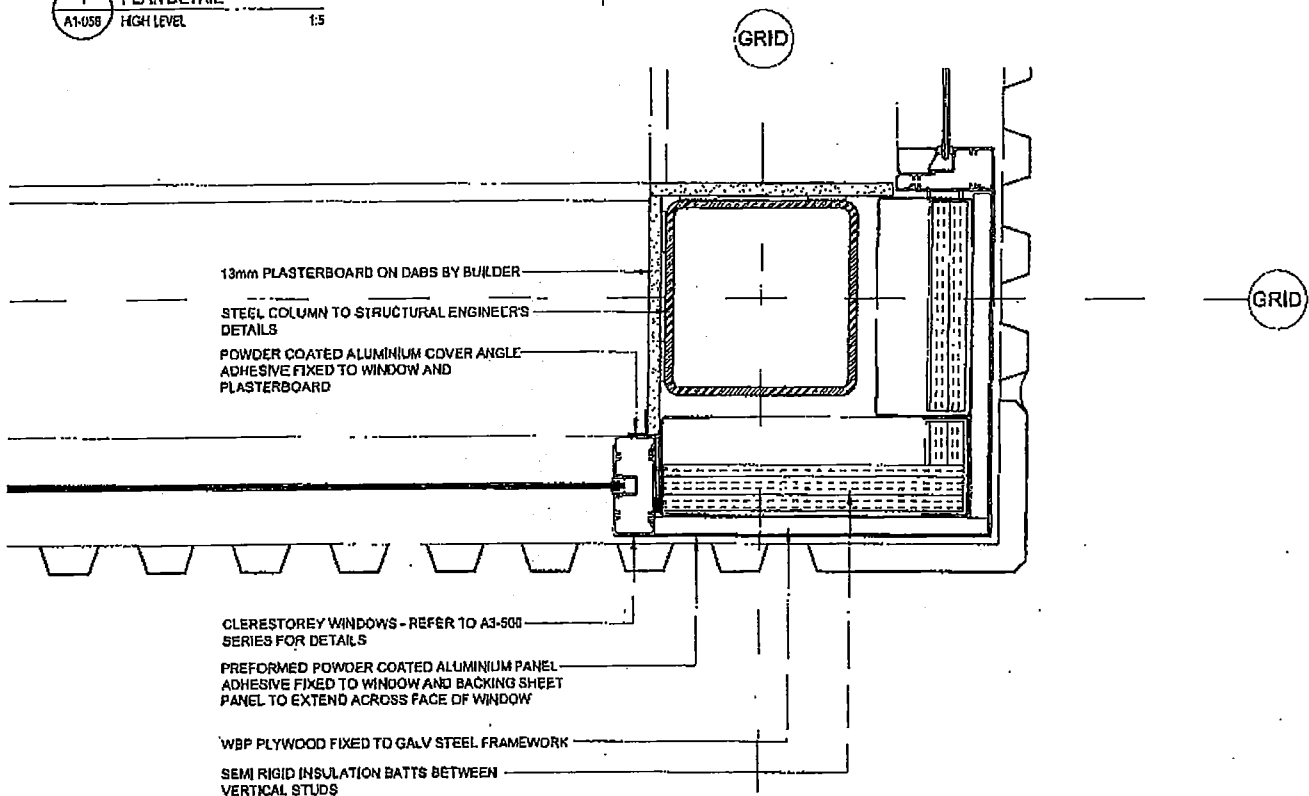
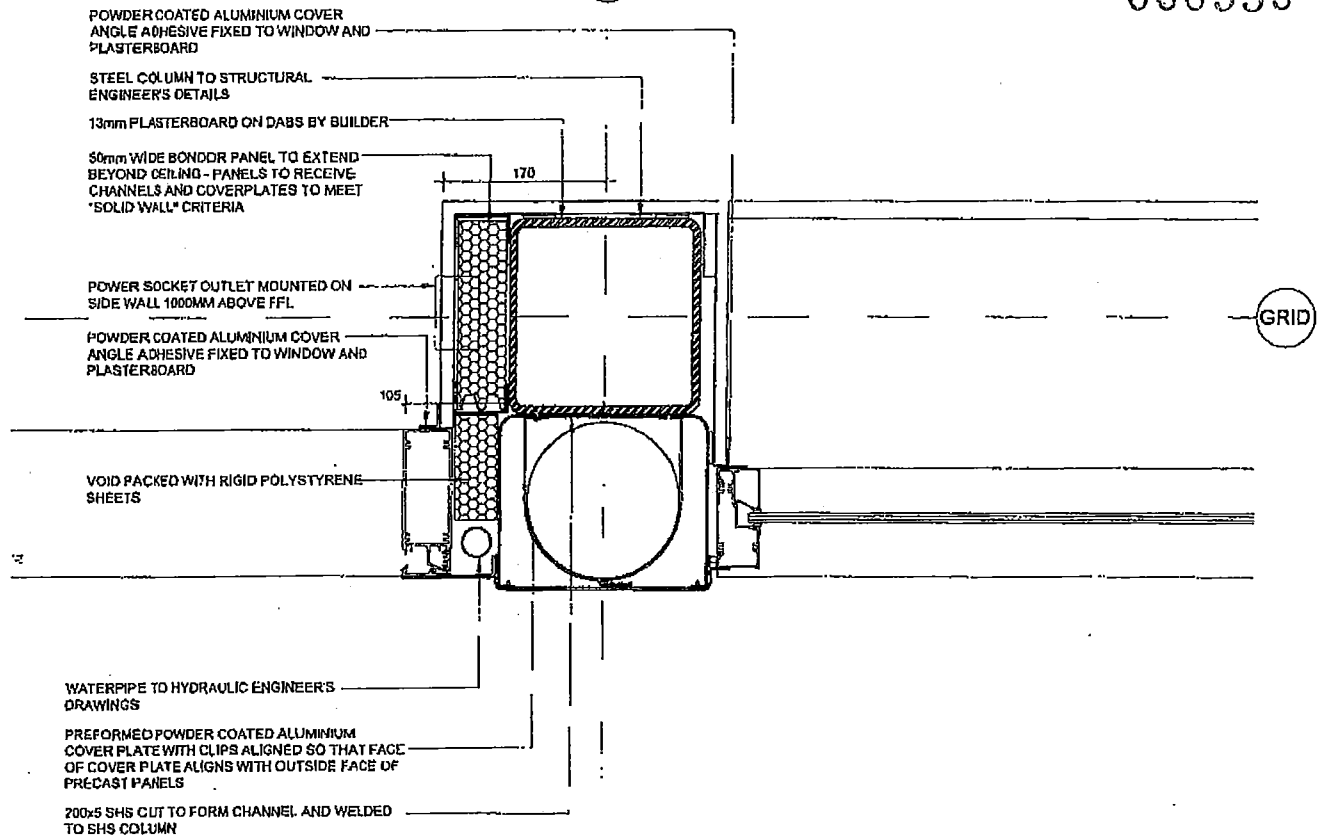
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A3-765

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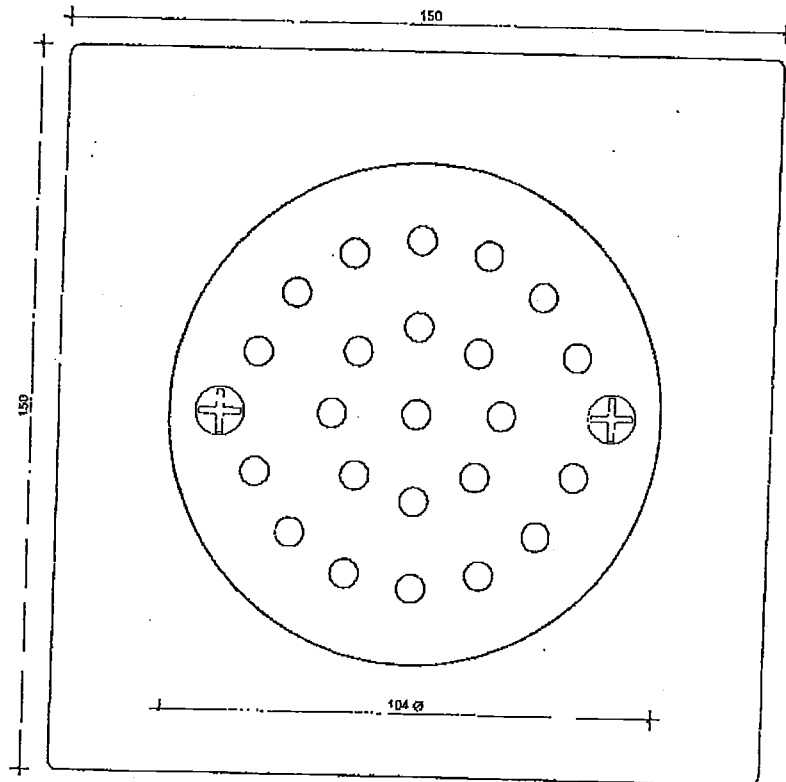


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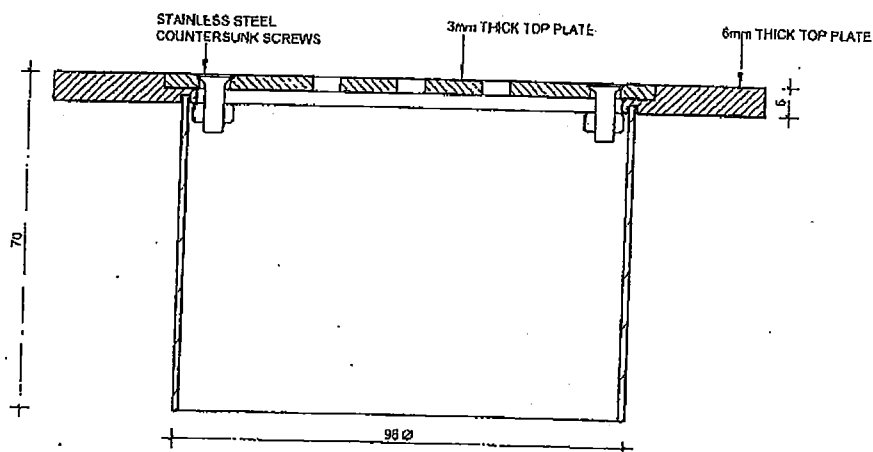
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ARCHITECTS
100 WALKER STREET, NORTH SYDNEY, NSW 2060
T (02) 9504 1799 F (02) 9504 1722

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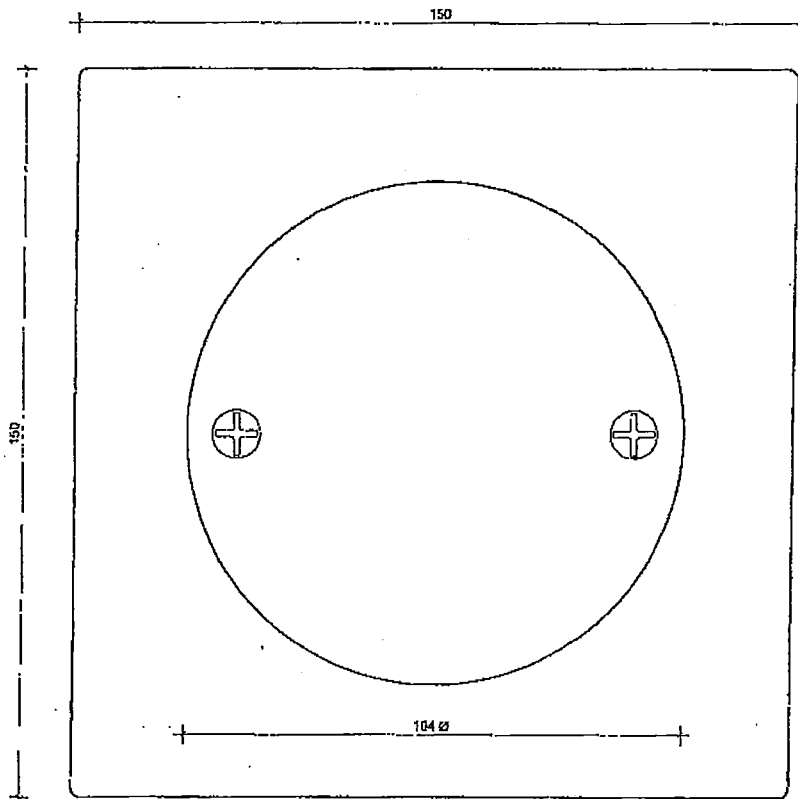


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STEEL, CLASS A LOADING
GG-5 GRIT BLAST FINISHED



2 SECTION DETAIL

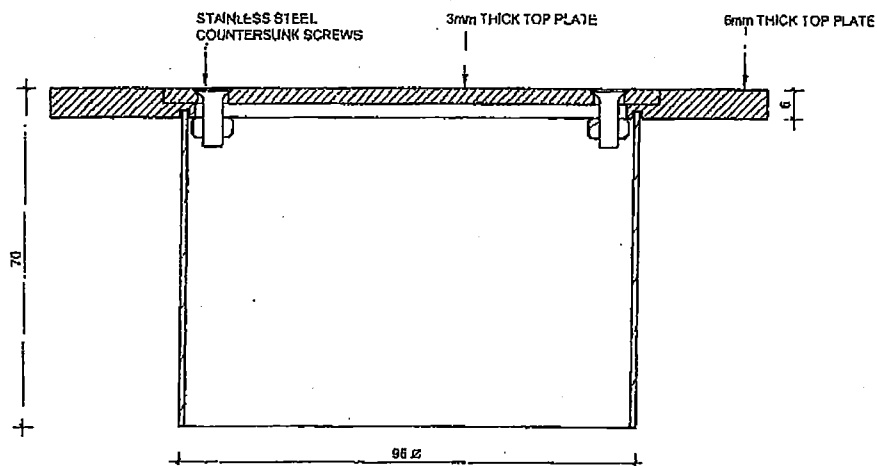
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1 PLAN DETAIL

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2 SECTION DETAIL

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SQUARE TOP
DETAIL

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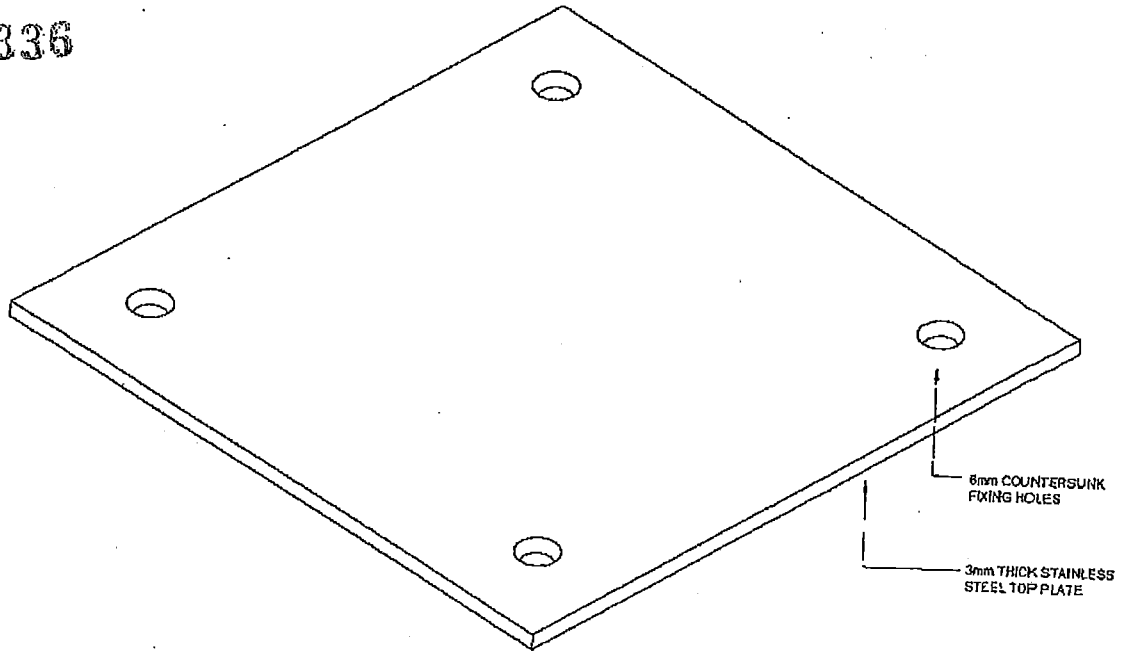
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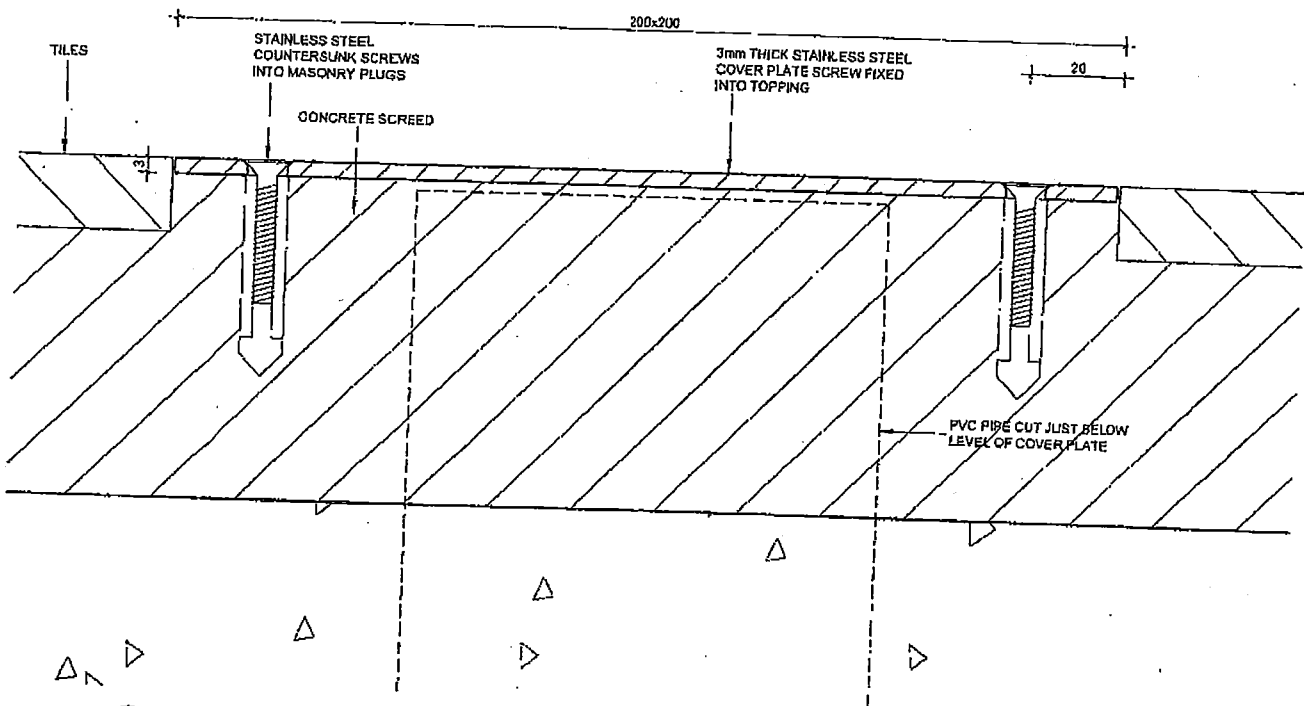
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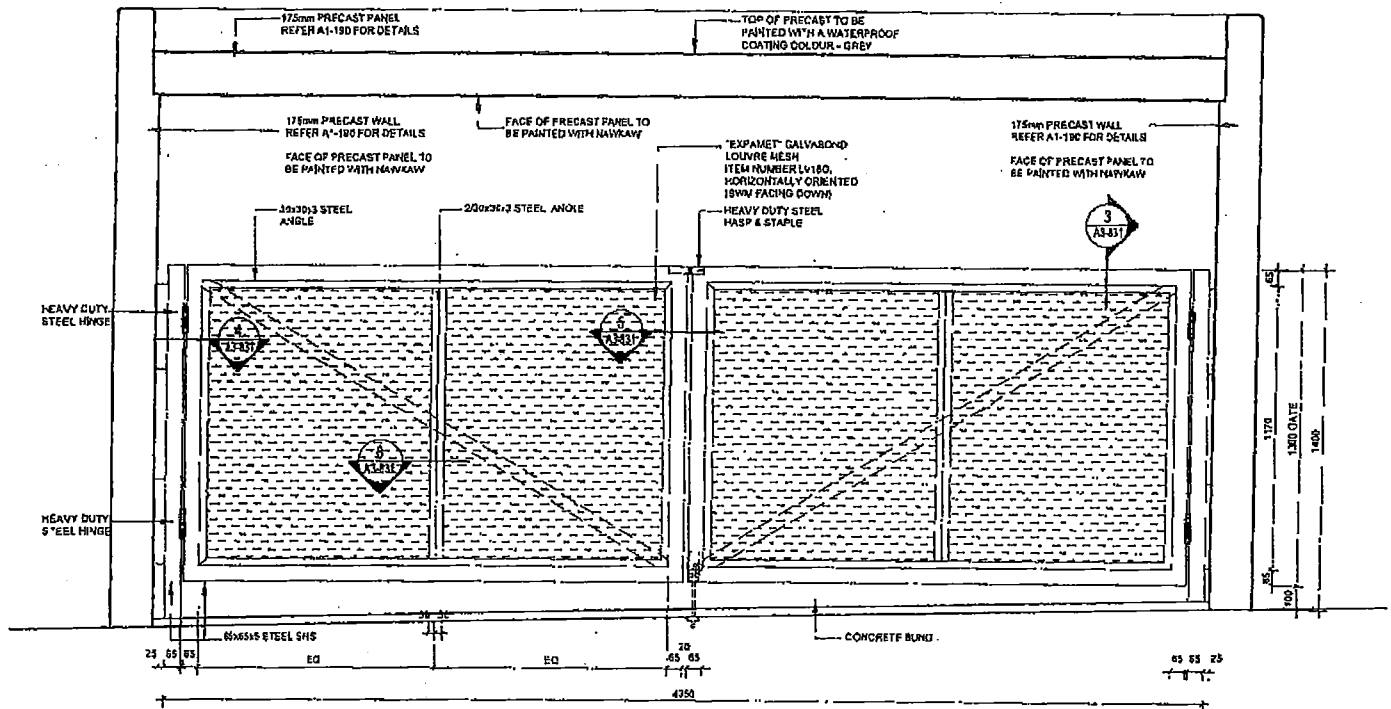
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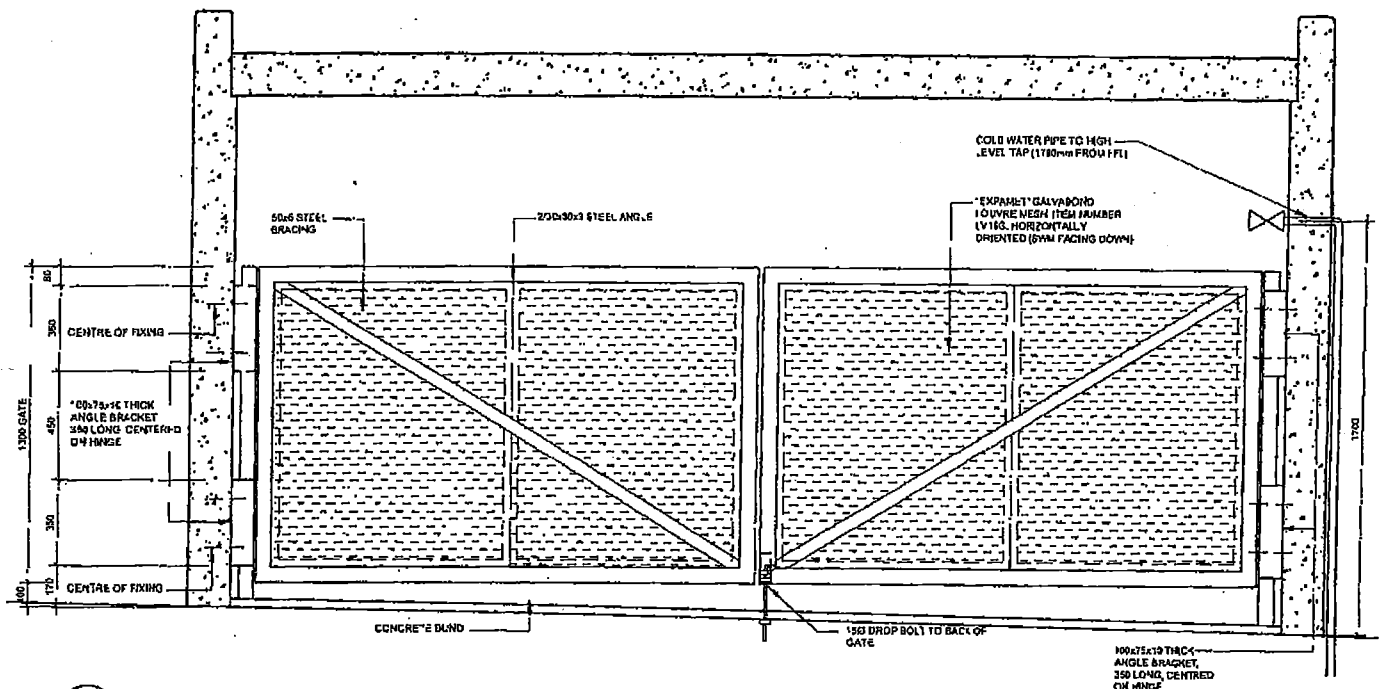
1 DETAIL TUNDISH COVER
1:1

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1 FRONT ELEVATION (OUTSIDE)

1:20



2 REAR ELEVATION (INSIDE)

1:20

NOTES:
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DRAWING TITLE:
BIN STORE GATES

DRAWN BY:
LM

SCALE:
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DATE:
05/08/10

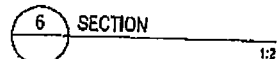
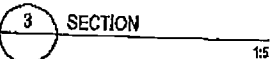
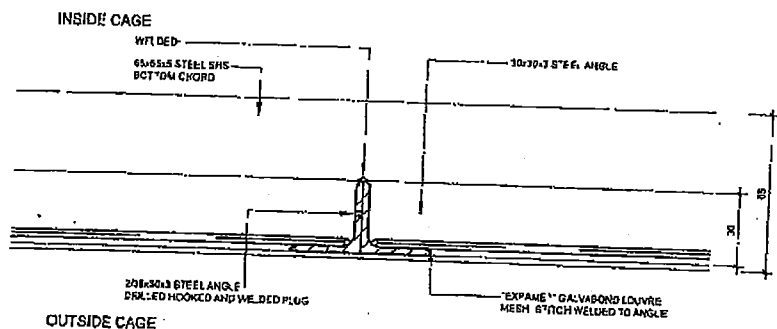
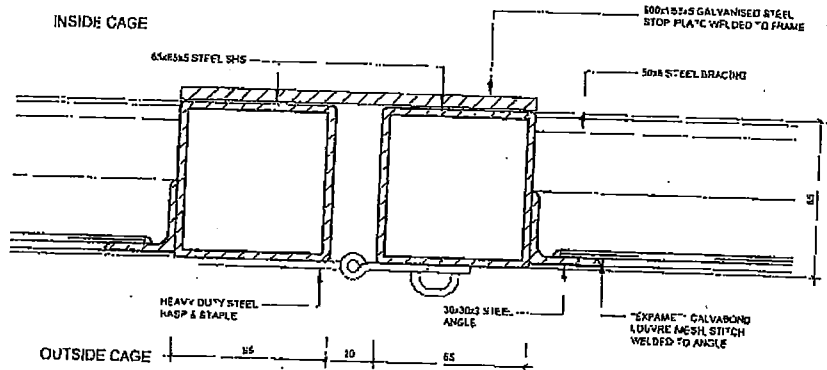
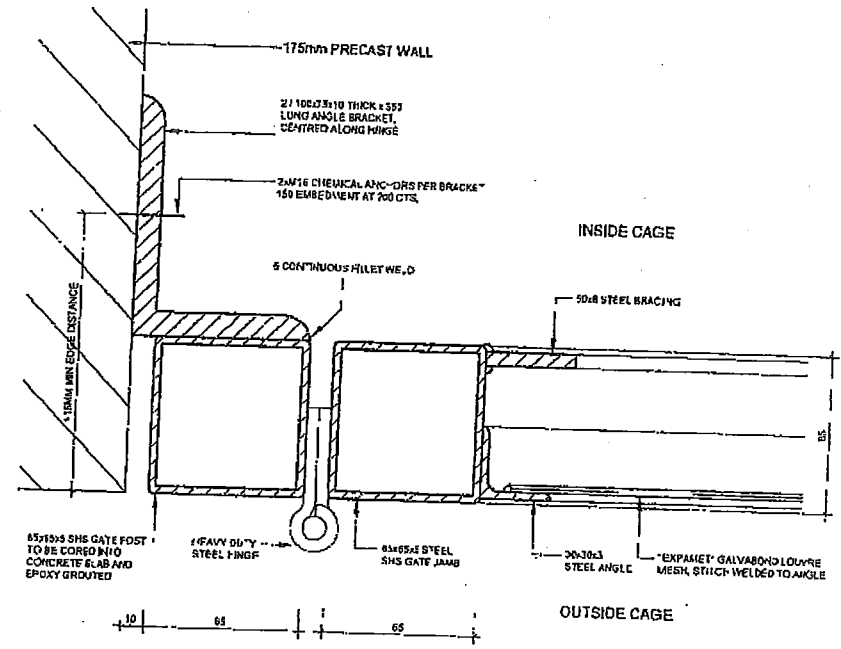
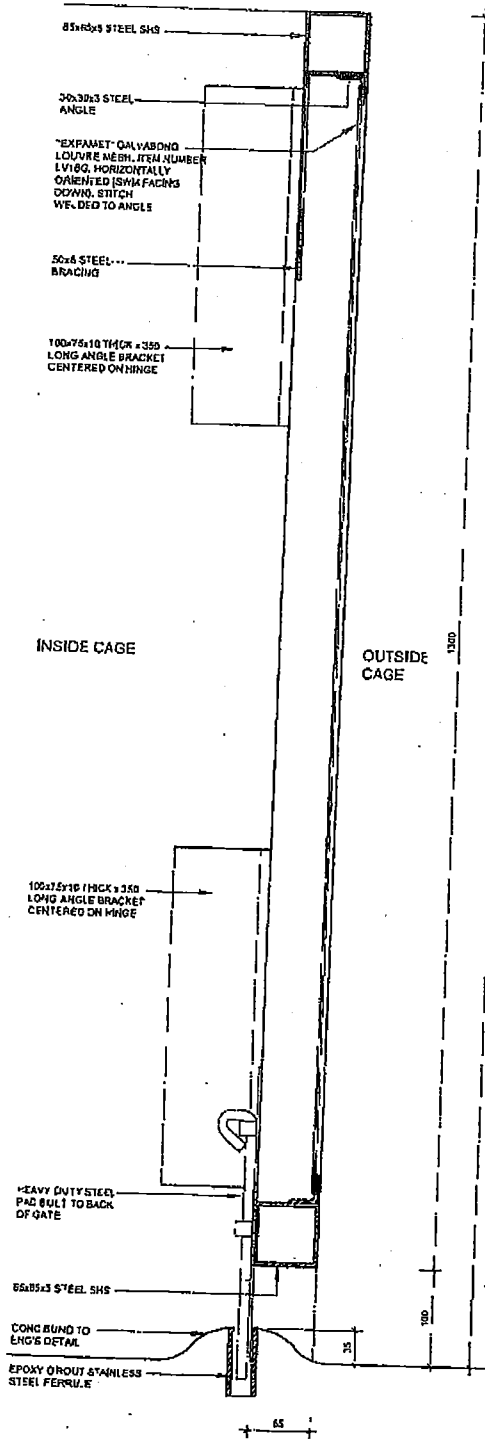
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NOTES:
1 ALL STEEL TO BE HOT DIPPED GALVANISED

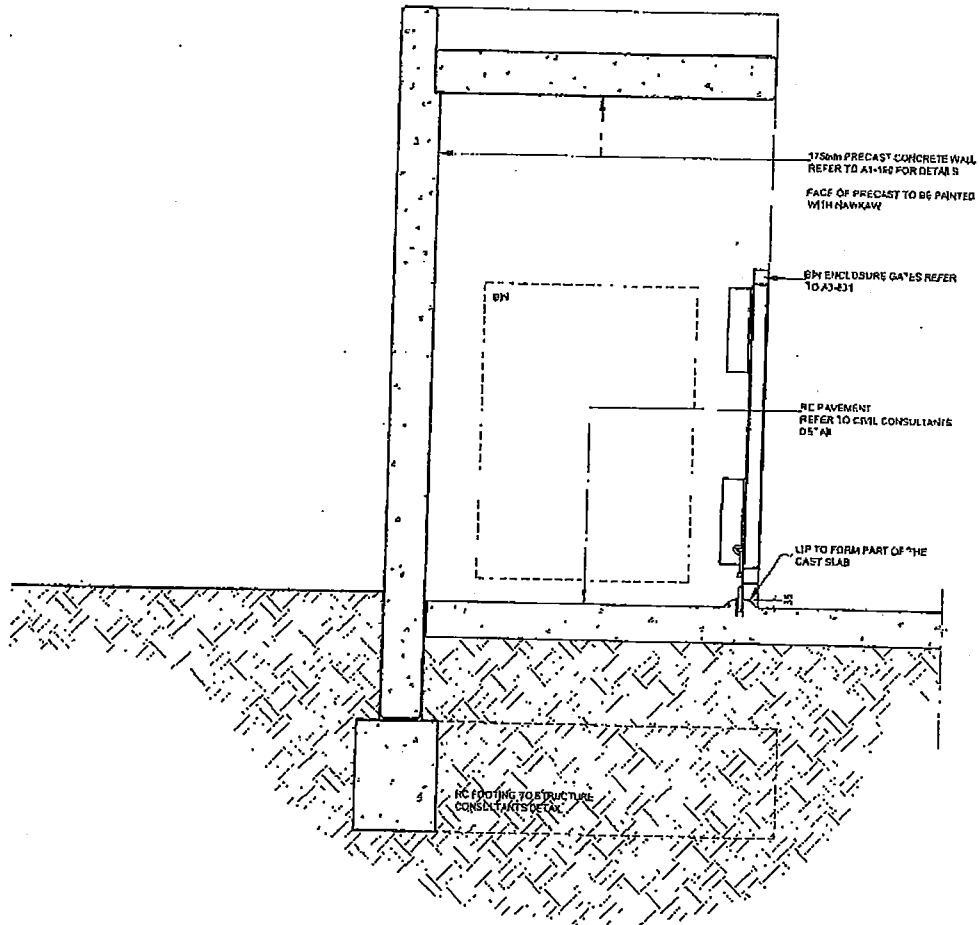
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				FOR INFORMATION	

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1 SECTION
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		DRAWING NUMBER: A3-833		DATE: 05/08/10	
		TENDER ISSUE		REV: A	

000331

CLAYTON UTZ

Agreement for Lease Casey Supabarn

[TBA]
Lessor

DTM Investments (ACT) Pty Limited
Lessee

Clayton Utz
Lawyers
Level 8 Canberra House 40 Marcus Clarke Street Canberra ACT 2601 Australia
GPO Box 1940 Canberra ACT 2601
T +61 2 6279 4000 F +61 2 6279 4099

www.claytonutz.com

Our reference 216/16785/80108168

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000328

Agreement for Lease dated

Parties [TBA] ACN [ACN to be inserted] (Lessor)

DTM Investments (ACT) Pty Limited ABN 18 098 540 602 (Lessee)

Background

- A. Lessor is or will become registered as the owner of the Site.
- B. The Lessor intends to carry out the Lessor Works to develop the Centre on the Site and the Lessee intends to carry out the Lessee Works to fit out the Premises within the Centre.
- C. The Lessor has agreed to grant to the Lessee and the Lessee has agreed to accept from the Lessor a lease of the Premises on the terms of this agreement.

Operative provisions

1. Definitions and interpretations

1.1 Definitions

In this agreement:

Authority Approval means:

- (a) Development Approval;
- (b) Occupancy Approval;
- (c) Compliance Certificate; and
- (d) Lease Consent;

Award Date means the date of this agreement.

Benchmark Centre means the Jamison Centre located at Section 50 Macquarie.

Brief means the Brief identified in item 11 of the reference table. It includes any standard drawings or typical layout plans referred to in the Brief;

Car Parks means the customer car parks in the Centre to be provided to meet the car park generation rates as required by the Territory Plan;

Car Park Areas means the areas designated for Car Parks in the Centre Plans;

Car Park Plan means a plan for the number and location of Car Parks on the Site which meets the Tenant's requirements for Car Parks.

Centre means the Site and all buildings and other improvements constructed or to be constructed on the Site complete with all services, facilities and amenities necessary to create the shopping centre complex shown on the Site Plan;

Centre Opening Date means the day of the week specified in item 8.1 of the reference table (or, if that day is a public holiday in the locality of the Centre, the next day which is not a public holiday) after the latest of:

- (a) delivery by the Lessor to the Lessee of:

- (i) a certificate by the Certifier that the Centre is Practically Completed;
 - (ii) a certificate by the Certifier that the Lessor Works for the Premises is Practically Completed;
 - (iii) all other certificates of completion and compliance of the Lessor Works required under the Brief; and
 - (iv) all Occupancy Approvals; and
- (b) all of the Common Areas are available for use for the purposes for which they are designed and the car park line marking, signs and lighting are complete;

Centre Plans means the detailed plans and specifications for the Centre prepared under clause 3.8, as varied under this agreement; which must provide, as a minimum:

- (a) the Premises to be located on the ground floor of the Centre;
- (b) provision of trolley corrals;
- (c) Car Park Areas to be located on the ground floor of the Centre with convenient access to the Premises, and with Car Parks having the minimum dimensions required by Australian Standards;
- (d) location of services, including toilets, mothers rooms, public telephones;
- (e) vehicle circulation patterns;
- (f) Site boundaries and any easements or rights of way;
- (g) the allocation of not less than 10 Car Parks for Lessee employee's exclusive use; and
- (h) a mezzanine floor if required by the Lessee;

Certifier means a certifier appointed by the Lessor for the purposes of this agreement.

Commencement Date means the earlier of:

- (a) the date the Lessee starts trading; and
- (b) the expiry of the Fitout Period,

unless clause 8.3 applies in which case the earlier of:

- (a) the date the Lessee starts trading; and
- (b) the date determined under clause 8.3;

Compliance Certificate means a certificate issued under s.298 of the *Planning and Development Act 2007*.

Consideration has the meaning given to that term by the GST law.

Crown Lease means the Crown lease in respect of the Site.

Defects Liability Period means a period of twelve months from the Commencement Date and the further twelve month period (if applicable) under clause 10.5;

Development Approval means all permits, approvals and consents necessary for:

- (a) the construction of the Centre and the Lessee Works in compliance with the Site Plan, the Brief and this agreement; and
- (b) the Lessee to use the Premises for the Permitted Use.

Fitout Period means the period of days specified in item 12 of the reference table extended if appropriate under clause 8.3 excluding Sundays, rostered days off, building industry holidays and public holidays, starting the day after the Handover Date;

Gross Lettable Area of the Centre means the total area in square metres of those parts of the Centre leased or licensed, or capable of being leased or licensed, to lessees or licensees including kiosks;

GST means a tax that is payable under the GST law and imposed as a goods and services tax by any of the following:

- (a) the A New Tax System (Goods and Services Tax Imposition - General) Act 1999;
- (b) the A New Tax System (Goods and Services Tax Imposition - Customs) Act 1999;
- (c) the A New Tax System (Goods and Services Tax Imposition - Excise) Act 1999;
- (d) regulations related to the above Acts; or
- (e) an amendment to the above Acts or regulations (or both) or any other Act by the Commonwealth, State or Territory Governments which imposes a goods and services tax, broad base consumption tax, value added tax, retail turnover tax or tax of a similar nature;

GST law has the meaning given by section 195-1 of the A New Tax System (Goods and Services Tax) Act 1999;

Handover Date means the latest of the date:

- (a) for Practical Completion of the Lessor Works for the Premises specified in item 3 of the reference table extended if relevant under clause 3.5;
- (b) on which a certificate is issued under clause 7.4(a), or is treated as issued under clause 7.4, that the Lessor Works for the Premises are Practically Complete; and
- (c) on which the Lessor becomes registered as the owner of the Site;

Initial Rent has the meaning given in the Lease.

Lease means the lease to be granted under this agreement in the form in schedule 3, completed under clause 9;

Lease Consent means any consent of a Relevant Authority required for the Lease;

Lessee Works means the works (other than the Lessor Works) required to complete and fit out the interior of the Premises detailed in the Lessee's Works Specifications in Schedule 5 and stock the Premises and train staff to the Lessee's requirements;

Lessor Contribution means the amount specified in item 6 of the reference table;

Lessor Works means:

- (a) in respect of the Premises, the works:
 - (i) associated with the construction of the Premises as a base building;
 - (ii) detailed in the Lessor's Works Specifications in Schedule 4,
 and excludes any works associated with the fit out of the Premises; and
- (b) in respect of the Centre, all the buildings, improvements, plant and services to be constructed or installed by the Lessor to create or extend the Centre;

Lettable Area of Premises means the gross floor area of the Premises as determined in accordance with the Territory Plan

Liquidated Damages means the amount calculated per day at the rate stated in item 3.3 of the reference table.

Occupancy Approval means a Certificate of Occupancy under section 69 of the *Building Act 2004* (ACT).

Occupancy Costs means the Rent, Turnover Rent, rent payable under clause 9.3(c), Outgoings and any other statutory charges to be paid by the Lessee under the Lease (as defined in the Lease);

Practical Completion or Practically Completed means when the Lessor Works:

- (a) in relation to the Premises, have been completed in compliance with the Brief, the Premises Plans and this agreement, and:
 - (i) all omissions or defects are limited to items:
 - A. of a minor nature;
 - B. the immediate making good of which by the Lessor is not reasonably practicable;
 - C. the existence of which or the making good of which by the Lessor will not significantly inconvenience the Lessee or any employees of the Lessee; and
 - D. which do not cause any legal or physical impediment to the intended (and lawful) use and occupation of the Premises; and
 - (ii) after the following acts matters and things have been completed by the Lessor to the reasonable satisfaction of the Lessee:
 - A. all rubbish, surplus materials, plant and equipment have been removed from the Premises;
 - B. all necessary cleaning has been carried out;
 - C. all temporary services, plant, facilities, amenities and protection have been removed;
 - D. all services have been commissioned and are fully operational;

- B. all tests and inspections by any Relevant Authority have been carried out and the test results have been produced to the Lessee and are satisfactory to the Relevant Authorities;
- F. all Authority Approvals (including unconditional Occupation Approvals) have been obtained in relation to the base building works and given to the Lessee;

(b) in relation to the Centre, have been completed in compliance with the Brief, the Centre Plans and this agreement, to the extent that (assuming the various areas intended to be leased have been fitted out, stocked and staffed by their intended occupiers), the Car Parks Areas have been completed, the Centre can open for business, and

(i) all omissions or defects are limited to items:

- A. of a minor nature;
- B. the immediate making good of which by the Lessor is not reasonably practicable;
- C. the existence of which or the making good of which by the Lessor will not significantly inconvenience customers of the Centre, the Lessee or any employees of the Lessee; and
- D. which do not cause any legal or physical impediment to the intended (and lawful) use and occupation of the Centre; and

(ii) after the following acts matters and things have been completed by the Lessor to the reasonable satisfaction of the Lessee:

- A. all rubbish, surplus materials, plant and equipment have been removed from the Centre;
- B. all necessary cleaning has been carried out;
- C. all temporary services, plant, facilities, amenities and protection have been removed;
- D. all services have been commissioned and are fully operational;
- E. all tests and inspections by any Relevant Authority have been carried out and the test results have been produced to the Lessee and are satisfactory to the Relevant Authorities;
- F. all Authority Approvals (including unconditional Occupancy Approvals and Compliance Certificates) have been obtained in relation to the Centre and given to the Lessee;

Premises means that part of the Centre shown hatched on the plan in schedule 1 and, where the context allows, any fixtures, fittings, furnishings, plant machinery and equipment installed in that area and owned or leased by the Lessor and:

- (a) the vertical boundaries of the Premises extend vertically from and include the upper side of the floor slab, before any finishes are applied, up to but excluding the roof (and excluding structural beams in the roof cavity) or up to the underside of the floor above (as applicable);

- (b) the horizontal boundaries of the Premises extend horizontally between the internal surfaces of all perimeter walls before any finishes are applied;

Premises Plans means the detailed plans and specifications for the Premises prepared under clause 3.7, as varied under this agreement;

Relevant Authority means any person, body, authority or corporation (municipal, government, statutory or non-statutory) that has authority over the Centre or its construction or to whose systems the Centre is or will be connected;

Signage Plan means a plan prepared under clause 3.8 for the size and location of signage on the Site which meets the Tenant's requirements detailed in clause 3.11.

Site or Land means the whole of the land described in the titles specified in item 13 of the reference table;

Site Plan means the plan in schedule 1;

Subsidiary or Related Body Corporate has the meanings given to them by sections 46 and 50 of the Corporations Act;

Summer Trading Band means the period set out in item 14 of the reference table;

Territory Plan means the territory plan referred to in Chapter 5 of the *Planning and Development Act 2007*.

Taxable Supply has the meaning given to that term by the GST law.

Tax Invoice has the meaning given to that term by the GST law.

Trolley Plan means a plan prepared under clause 3.8 for the number, location and management of trolleys on the Site.

1.2 Interpretation

In this agreement:

- (a) headings are for convenience only and do not affect interpretation;
- and unless the context indicates a contrary intention:
- (b) an obligation or a liability assumed by, or a right conferred on, 2 or more persons binds or benefits them jointly and severally;
- (c) "person" includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (d) a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation;
- (e) a reference to a document (including this agreement) is to that document as varied, novated, ratified or replaced from time to time;
- (f) a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments and replacements;

- (g) a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;
- (h) a reference to a party, clause, schedule, exhibit, attachment or annexure is a reference to a party, clause, schedule, exhibit, attachment or annexure to or of this agreement, and a reference to this agreement includes all schedules, exhibits, attachments and annexures to it;
- (i) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (j) "includes" in any form is not a word of limitation; and
- (k) a reference to "\$" or "dollar" is to Australian currency.

2. Agreement to lease

- (a) The Lessor agrees on the terms of this agreement to:
 - (i) carry out the Lessor Works; and
 - (ii) lease the Premises to the Lessee.
- (b) The Lessee agrees on the terms of this agreement to:
 - (i) carry out the Lessee Works; and
 - (ii) lease the Premises from the Lessor.

3. Lessors Works

3.1 Construction of Lessor Works

- (a) The Lessor must ensure the Lessor Works are carried out:
 - (i) in a proper and workmanlike manner;
 - (ii) in compliance with the Brief, the Centre Plans and the Premises Plans;
 - (iii) in compliance with the law;
 - (iv) in compliance with the requirements of any Relevant Authority;
 - (v) so that the Centre is completed a standard no less than the equivalent finishes and inclusions in the Benchmark Centre;
 - (vi) so that all services to the Premises are separately metered; and
 - (vii) to meet the dates specified in item 3 and item 5 of the reference table.
- (b) The Lessor must give the Lessee the minimum period of prior notice specified in item 4 of the reference table of the date on which it proposes to start construction of the Centre. In that notice the Lessor must confirm that it has the Development Approval necessary for it to commence construction of the Centre.
- (c) The Lessor must obtain at its cost all Authority Approvals.

- (d) The Lessee may inspect the Centre Plans, Premises Plans and Lessor Works at all reasonable times by arrangement with the Lessor.
- (e) A certificate of the Certifier that Practical Completion of the Centre or the Premises has occurred is prima facie evidence of Practical Completion.
- (f) The Lessor must ensure that at the Handover Date the Centre is free from any hazard, which makes the Centre unsafe for public use including environmental contamination.
- (g) The Lessor must provide the Lessee with an environmental audit report of the Site and Premises the content and conclusions of which are to the Lessee's satisfaction, acting reasonably, before the date specified in item 5.5 of the reference table.
- (h) The Lessor must engage a consultant to prepare full design documentation for the Lessor Works and any documentation required to complete the Brief. The Lessor's consultant must prepare full design documentation for the Lessor Works and any documentation required to complete the Brief to be submitted to and approved by the Lessee in accordance with clause 3.7 before the Lessor engages a consultant to carry out the Lessor Works. The Lessor must also engage consultants to administer and certify completion of the Lessor Works in accordance with the approved documentation and this agreement. All consultants engaged by the Lessor must be independent from the Lessor and its contractors.
- (i) The Lessor must ensure that all consultants' certificates of completion and compliance required in respect of each section of the Lessor Works are provided to the Lessee as each relevant section of Lessor Works is completed.
- (j) The Lessor warrants the accuracy of all certificates referred to in paragraph (i) that are provided to the Lessee.
- (k) If at any time the Lessee, acting reasonably, believes that an item of the Lessor Works has not been or will not be provided, constructed or completed in accordance with the requirements set out in clause 3.1 ("Non-Complying Item"), the Lessee may give a notice to the Lessor requiring the Non-Complying Item to be rectified. Failure by the Lessee to give a notice requiring a Non-Complying Item known to the Lessee to be rectified will not act as a waiver of the Lessee's rights to have the Lessor Works carried out and completed in accordance with this Agreement.
- (l) Subject to paragraph (n), if the Lessee gives the Lessor a notice under paragraph (k), the Lessor must rectify the Non-Complying Item as soon as possible and in any event to meet the dates specified in item 3 of the reference table.
- (m) If the Lessor disagrees that an item of the Lessor Works is a Non-Complying Item the dispute must be referred to expert determination under clause 13.
- (n) The Lessor is not required to rectify any item that the expert determines is not a Non-Complying Item.
- (o) If the Lessor fails to rectify any Non-Complying Item in accordance with paragraph (l) the Lessee may rectify the Non-Complying Item. The election of the Lessee to rectify the Non-Complying Item whether or not communicated to the Lessor will not act as a waiver of the Lessee's rights to have the Lessor Works carried out and completed in accordance with this Agreement.

- (p) Within one month of demand by the Lessee the Lessor must pay to the Lessee all reasonable costs which the Lessee has incurred in rectifying any Non-Complying Item under paragraph (o).
- (q) If the Lessor fails to pay the Lessee its reasonable costs under paragraph (p) then:
 - (i) despite any provision of the Lease, the Lessee may deduct those reasonable costs from any payment of Occupancy Costs under the Lease; or
 - (ii) the Lessee may deduct those reasonable costs from any amount to be paid by the Lessee to the Lessor under clause 4.2.

3.2 Liquidated damages or consequential costs

Subject to this agreement (but without limiting any other rights of the Lessee), if Lessor Works in relation to the Premises do not reach Practical Completion by the date specified in item 3.1 of the reference table the Lessor must pay Liquidated Damages to the Lessee calculated from the day following the date in item 3.1 until the earliest of:

- (a) the date of Practical Completion for those Lessor Works; or
- (b) the date of termination of this deed.

3.3 Deduction of liquidated damages or loss

Despite anything to the contrary, the Lessee may deduct any Liquidated Damages or any other amount payable by the Lessor to the Lessee from any amount required to be paid by the Lessee to the Lessor under this agreement.

3.4 Calculation of liquidated damages

The parties acknowledge that the Liquidated Damages represent a genuine pre-estimate of the Lessee's loss arising from the delay.

3.5 Delay in completing Lessor Works

- (a) If the Lessor Works are delayed by any of the following causes (which list is exclusive), and the Lessor complies with clauses 3.5(c) and 3.5(d), the Lessor may extend the dates specified in item 3 of the reference table by the number of days of the delay:
 - (i) inclement weather;
 - (ii) strikes, lockouts or other industrial disputes which are not specific to the Lessor;
 - (iii) a delay due to the act, neglect or default of the Lessee or an employee, agent or contractor of the Lessee; or
 - (iv) any act of terrorism, riot, civil commotion or war.
- (b) The Lessor is not liable to the Lessee for any loss, cost or damage suffered or incurred by the Lessee because of the delay, unless the delay occurs through the act, neglect or default of the Lessor, the Certifier or any other employee, agent or contractor of the Lessor.

- (c) The Lessor must promptly notify the Lessee of any delay anticipated or experienced in carrying out the Lessor Works and whether that delay is likely to lead to a delay in completing the Lessor Works for either the Premises or the Centre.
- (d) The Lessor must do all things reasonable to overcome any delays.

3.6 Final dates for starting construction

- (a) Notwithstanding any other provision in this agreement if the Lessor does not:
 - (i) (where it is not the registered proprietor of the Site at the date of this agreement) become registered or entitled to be registered as proprietor of the Site before the date specified in item 5.1 of the reference table;
 - (ii) start construction of the Lessor Works for the Premises before the date specified in item 5.2 of the reference table;
 - (iii) start construction of the Centre before the date specified in item 5.3 of the reference table;
 - (iv) obtain all Development Approvals before the date specified in item 5.4 of the reference table; or
 - (v) provide an environmental audit report of the Site and Premises the content and conclusions of which are to the Lessee's satisfaction, acting reasonably, before the date specified in item 5.5 of the reference table,

the Lessee may terminate this agreement by notice to the Lessor.

- (b) Following termination:
 - (i) neither party need perform any obligation under this agreement, but that does not release either party from liability for any act, neglect or default under this agreement before the notice of termination is given;
 - (ii) the Lessee must as soon as practicable remove from the Centre all items it owns; and
 - (iii) the Lessor must pay the Lessee within 14 days after demand by the Lessee:
 - A. any stamp duty the Lessee has paid on this agreement or the Lease and which the Lessee cannot by law recover; and
 - B. an amount equal to the total out-of-pocket costs incurred by the Lessee pursuant to this agreement. An audited certificate prepared on behalf of the Lessee stating the amount of the total out-of-pocket costs incurred by the Lessee will be prima facie evidence of the amount of total out-of-pocket costs incurred by the Lessee.

3.7 Lessor to prepare Premises Plans

- (a) The Lessor must prepare detailed plans and specifications for the Lessor Works for the Premises and have them approved by the Lessee under clause 3.1(h). The detailed plans and specifications must comply with the requirements of the Brief unless otherwise approved by the Lessee.

- (b) The Lessee's approval of the detailed plans and specifications supplied by the Lessor is limited to approval for the purpose of the Lessee's store layout requirements but does not constitute its acceptance that the detailed plans and specifications comply with the Brief.
- (c) The Lessor remains entirely responsible for ensuring that the Lessor Works for the Premises, as contemplated by the detailed plans and specifications, comply with the Brief. The Lessee's acceptance of the detailed plans and specifications does not absolve the Lessor in any way for any design or specification inadequacies arising as a result of the Lessor Works for the Premises (as contemplated by the detailed plans and specifications) failing to comply with the provisions of the Brief.
- (d) Once detailed plans and specifications have been approved by the Lessee, they must not be altered by the Lessor without the written agreement of the Lessee.
- (e) The Lessor must provide as-built drawings of the Premises as required by the Brief to the Lessee on Practical Completion of the Lessor Works in relation to the Premises.

3.8 Lessor to prepare Centre Plans

- (a) In addition to the plans and specifications for the Premises referred to in clause 3.4 the Lessor must prepare detailed plans and specifications for the Centre which must:
 - (i) comply with the requirements of the Brief;
 - (ii) show the layout of the Centre, its total floor area and size, the number of shops, the location of signage and the nature and design of the Centre to accord with the Site Plan.
- (b) In particular, in preparing the detailed plans and specifications and constructing the Centre, the Lessor must ensure that unless the prior written consent of the Lessee is given the Centre will not be constructed in a way that, compared to the Site Plan:
 - (i) reduces the area of the Premises;
 - (ii) alters the location of the Premises;
 - (iii) reduces the visibility of the external walls (including shop fronts) of the Premises from the exterior boundaries of the Centre,
 - (iv) reduces the visibility of the Premises from any Common Areas;
 - (v) reduces the capacity of the Car Parks;
 - (vi) alters the location of the Car Parks;
 - (vii) alters the configuration of the Car Parks;
 - (viii) alters the means of access to the Premises or the Car Parks from the roads in or adjacent to the Centre;
 - (ix) diminishes the width, height or area of any malls, courts, passageways, walls or doors forming part of the Common Areas surrounding, adjoining or leading to the Premises;

- (x) alters the location or direction of travel of any lifts, escalators or travelators;
 - (xi) interferes with the operation of the Lessee's parcel pick-up facilities;
 - (xii) interferes with the operation of the Lessee's loading dock; or
 - (xiii) affects access to the Premises within a radius of 1.0 metres from any point along the frontage to the main entrance to the Premises.
- (c) Subject to paragraph (d), the Lessor must not grant any leases, licences, easements or other rights in relation to the Site which derogate from the rights to be granted to the Lessee under the Lease.
 - (d) The Tenant acknowledges that Aldi is permitted to operate a supermarket on the Site.
 - (e) The Lessor must not subdivide the Site, including by registration of a units plan under the *Land Titles (Unit Titles) Act 1970*, without the written consent of the Lessee.

3.9 Estate Development Plan

- (a) The parties acknowledge that the Estate Development Plan for the Site has not been finalised on the date of this agreement.
- (b) The Lessor and Lessee agree to negotiate the terms of the Estate Development Plan in good faith and agree to keep each other fully informed of all matters arising in the course of the negotiations concerning the same.

3.10 Ownership and confidentiality of plans and specifications

- (a) Any plans and specifications including the Brief issued by a party under this agreement remain the property of that party and must not be used, copied or reproduced by the other party except for a purpose related to this agreement.
- (b) The Lessor warrants to the Lessee that any design, materials, documents and methods of working the Lessor provides will not infringe any patent, registered design, trademark or name, copyright or other protected right.

3.11 Lessor to provide signs for the Premises

The Lessor must provide signs in accordance with the Brief and the Signage Plan including on:

- (a) the external walls of the Centre;
- (b) mall directories;
- (c) Centre publications;
- (d) the pylon sign; and
- (e) the shopfront of the Premises.

4. Alterations to Lessor Works required by Lessee

4.1 Lessee to seek Lessor's consent

- (a) If the Lessee requires any alterations to the Lessor Works, the Lessee must submit details of the alterations to the Lessor for approval. The Lessor must not withhold or delay approval unless:
 - (i) the alterations are of a structural nature;
 - (ii) the alterations are likely in the Lessor's reasonable opinion to delay the date for Practical Completion of the Premises; or
 - (iii) the Lessor has other reasonable grounds for withholding or delaying approval.
- (b) If the Lessor approves alterations to the Lessor Works requested by the Lessee it must give a costed variation order for the total net cost of the alterations to the Lessee. Net cost is calculated by deducting from the total costs of the alteration any cost reduction occasioned by the alteration.

4.2 Costs of alteration

- (a) If the Lessee approves the costed variation order in writing then the Lessor must carry out the alterations and the amount of the approved costed variation will be deemed to be the net cost incurred by the Lessor for the alterations.
- (b) If the Lessee does not approve the costed variation order but nevertheless requests the Lessor in writing to proceed, the Lessor must carry out the alterations. In this case the cost will be the actual cost of the work costed on a fair and reasonable basis plus 10% of that cost for preliminaries, supervision, administration, design, management, overheads and profit.
- (c) If there is a dispute between the parties about the actual cost of the alterations carried out under clause 10.3 the dispute must be determined under clause 13. The Lessor must proceed to complete the alteration despite the dispute.
- (d) The net cost of any alterations determined under paragraphs (a), (b) or (c):
 - (i) if a positive amount, must be paid by the Lessee to the Lessor; or
 - (ii) if a negative amount, must be paid by the Lessor to the Lessee,
 within 30 days after Practical Completion of the Premises.

5. Insurances and indemnities

5.1 Lessor's insurances

- (a) The Lessor must maintain or cause the Lessor's contractors to maintain from commencement of the Lessor Works until the expiration of the Defects Liability Period a contract works insurance policy (including third party liability for at least \$20 million for any one event) with a reputable and substantial insurer for an amount that is reasonable having regard to the value of the Lessor Works.

- (b) The policy must indemnify the Lessor and its contractors and employees against all liabilities and expenses normally covered by a standard contract works insurance policy.
- (c) The policy must:
 - (i) allow occupation of the Centre by the Lessee its contractors, sub-contractors and employees; and
 - (ii) provide that, so far as it covers more than one insured, all insuring agreements and endorsements (except limits of liability) will operate in the same way as if there were separate policies of insurance covering each party.
- (d) The Lessor must within a reasonable time after request give the Lessee evidence of the existence and currency of the policy.

5.2 Lessee's insurances

- (a) The Lessee must maintain or cause the Lessee's contractors to maintain from commencement of the Lessee Works until the completion of the Lessee Works a contract works insurance policy (including third party liability for at least \$20 million for any one event) with a reputable and substantial insurer for an amount that is reasonable having regard to the value of the Lessee Works.
- (b) The policy must indemnify the Lessee and its contractors and employees against all liabilities and expenses normally covered by a standard contract works insurance policy.
- (c) The policy must provide that, so far as it covers more than one insured, all insuring agreements and endorsements (except limits of liability) will operate in the same way as if there were separate policies of insurance covering each party.
- (d) The Lessee must within a reasonable time after request give the Lessor evidence of the existence and currency of the policy.

5.3 Indemnities

- (a) The Lessor indemnifies the Lessee against all liabilities and reasonable costs to the extent caused or contributed to by the acts or omissions of the Lessor or its employees, agents or contractors in carrying out the Lessor Works.
- (b) The Lessee indemnifies the Lessor against all liabilities and reasonable costs to the extent caused or contributed to by the acts or omissions of the Lessee or its employees, agents or contractors in carrying out the Lessee Works.

5.4 Contractors' insurances

- (a) Both parties must comply with, and must require that their respective contractors comply with, their legal obligations relating to compensation for injury, illness or death of workers they employ.
- (b) Both parties must ensure that their respective contractors take out insurances that comply with the terms and conditions of the Brief.

5.5 Insurance and GST

- (a) If a party who has the benefit of an insurance policy required by this agreement wishes to make a claim under that insurance policy, that party must notify the relevant insurer of the extent to which it is entitled to claim input tax credits before it makes the claim.
- (b) Where a party fails to comply with clause 5.3(a), that party indemnifies the other party against any loss the other party suffers as a result of the settlement of the claim by the insurer being solely or partly treated as a taxable supply under the GST law.

6. Lessor Contribution

- (a) Within 14 days after the later of the Commencement Date or issue of a tax invoice by the Lessee to the Lessor, the Lessor must pay to the Lessee the Lessor Contribution by way of bank cheque made payable to the Lessee and without deduction or set off.
- (b) If the Lessor fails to pay to the Lessee the Lessor Contribution in accordance with paragraph (a), the Lessee may withhold payment of Occupancy Costs until the earlier of:
 - (i) the outstanding amount (and any interest) is paid in full; and
 - (ii) the outstanding amount (and any interest) is fully offset against Occupancy Costs.
- (c) Upon the Lessor paying to the Lessee the Lessor Contribution in accordance with paragraph (a), the Lessee must pay to the Lessor any Occupancy Costs previously withheld.

7. Handover process**7.1 Access**

- (a) The Lessor must allow the Lessee and its employees and contractors to enter the Premises before the Handover Date to carry out the works specified in item 7 of the reference table.
- (b) The Lessee is not obliged to accept handover of the Premises from the Lessor for the purposes of carrying out its fitout until the Lessor Works for the Premises are Practically Completed.
- (c) The Lessee may, at its discretion, accept handover prior to the Lessor Works for the Premises being Practically Completed.

7.2 Handover notice

The Lessor must give the Lessee at least 60 days' notice ("Handover Notice") of the date the Lessor expects handover to occur.

7.3 Inspection

- (a) On the date specified in the Handover Notice or such other date as is agreed, an inspection of the Premises must be held with representatives of the Lessor (including the Certifier) and the Lessee.
- (b) If one party has given the other prior notice that it requires an independent consultant in a particular field of expertise (including a certifier) to attend the inspection, the representatives of the Lessor and the Lessee must be accompanied by an independent consultant in the relevant field agreed between the parties.
- (c) If the parties cannot agree on who is to be the independent consultant in the relevant field, the consultant must be appointed (at the request of the party requiring the appointment) in accordance with clause 13.1.
- (d) The independent consultant's function is to advise and make recommendations to the representatives of the parties to reach agreement about whether or not the Lessor Works for the Premises are Practically Complete.
- (e) The party requiring the appointment must pay the independent consultant's fees.

7.4 Acceptance of Handover

- (a) Immediately after the inspection the Lessee must issue to the Lessor:
 - (i) a certificate accepting handover on the basis that the Lessor Works for the Premises are Practically Complete;
 - (ii) a certificate accepting handover on the basis that the Lessor Works for the Premises are not Practically Complete and which lists defects in or omissions from the Lessor Works which must be made good in order for the Lessor Works for the Premises to be Practically Complete; or
 - (iii) a notice that the Lessee does not accept handover and which lists defects in or omissions from the Lessor Works which must be made good before a certificate accepting handover is issued.
- (b) Subject to clause 7.4(d) if the Lessee issues a list of defects or omissions the Lessor must make good the defects or omissions by the date stated in the certificate (which must be agreed between the Lessor and the Lessee) or if no date is stated, as soon as possible. The date stated in the certificate becomes, despite anything to the contrary in this agreement, the Date for Practical Completion of the Premises (see clause 2.1 and item 3.1 of the reference table).
- (c) After making good the defects and omissions, the Lessor must request the Lessee to inspect the Premises with the Lessor. The Lessor must give the Lessee at least one week's notice of the further inspection. Clauses 7.3(b), 7.3(c), 7.3(d), 7.3(e), 7.4(a) and 7.4(b) apply in respect of the further inspection.
- (d) If the Lessee fails to issue a certificate under clause 7.4(a)(i) or if the Lessor disagrees with the list of defects in or omissions from the Lessor Works issued by the Lessee under clause 7.4(a)(i) or (ii) the failure or dispute must be referred to expert determination under clause 13.
- (e) The expert's decision may, if the circumstances require, specify the date on which a certificate under clause 7.4(a)(i) should have been issued. In that case, that date is treated for the purposes of this agreement as the date on which the certificate issued.

- (f) The Lessor is not required to make good any defects or omissions listed by the Lessee which the expert determines are not defects or omissions in the Lessor Works for the Premises.
- (g) Acceptance of handover by the Lessee pursuant to clause 7.4(a)(ii), will not act as a waiver of the Lessee's rights to have the Lessor Works carried out and completed in accordance with this agreement including the right to require the Lessor to provide to the Lessee certificates from the Lessor or its contractors which certify that all Lessor Works required to be completed to achieve Practical Completion of the Premises have been completed and comply with the Brief, the Centre Plans and the Premises Plans.
- (h) If the Lessee accepts handover under clause 7.4(a)(ii), the Lessor must pay to the Lessee the amount of the expenses detailed in schedule 2. If the Lessor disputes any expense claimed by the Lessee, the dispute must be referred to expert determination under clause 13.

7.5 Handover and Access by Lessee

- (a) On the Handover Date the Lessor must allow the Lessee and its employees and contractors to enter the Premises to carry out the Lessee Works at all times during the Fitout Period (unless works at any particular time are not permitted under any Development Approval).
- (b) The Lessor must make available prior to the Handover Date and maintain throughout the Fitout Period an all weather access road from the roads adjacent to the Site, the front door and the loading dock of the Premises sufficient to support the vehicles and equipment necessary to carry out the Lessee Works.

8. Fitout Period - Construction of Lessee Works

8.1 Lessee Works to be done during Fitout Period

- (a) The Lessee must carry out the Lessee Works during the Fitout Period.
- (b) The Lessee must ensure that the Lessee Works are carried out:
 - (i) in a proper and workmanlike manner;
 - (ii) in compliance with the Brief;
 - (iii) in compliance with the law; and
 - (iv) in compliance with the requirements of any Relevant Authority.
- (c) The Lessor must give the Lessee copies of relevant site conditions, allowances and agreements at the start of the Lessor Works and within 24 hours give details of any changes to them. Once it has received those copies or the advice, the Lessee must require everyone engaged to carry out the Lessee Works on the Site to comply with those site conditions, allowances and agreements so far as they relate to the Lessee Works.
- (d) The Lessee's occupation of the Premises during the Fitout Period is:
 - (i) only to carry out the Lessee Works; and.

- (ii) at the Lessee's risk, except to the extent that any loss, damage or injury is caused or contributed to by the default, breach of duty, negligence, act or omission of the Lessor or its agents, employees, contractors or licensees.
- (e) In carrying out the Lessee Works the Lessee may fix or run services to or through any materials (except the roof) adjoining any perimeter of the Premises. In doing so the Lessee must not cause structural or other damage to the Centre.

8.2 Delay in completing Lessee Works

- (a) The Lessee must notify the Lessor as soon as practicable if the Lessee cannot complete the Lessee Works within the Fitout Period because of:
 - (i) inclement weather;
 - (ii) strikes, lockouts or other industrial disputes which are not specific to the Lessee;
 - (iii) the unavailability of appropriate trade contractors to install the Lessee's necessary fixtures and fittings;
 - (iv) shortage or delay in the availability of any goods, materials, plant or equipment required for the Lessee Works;
 - (v) a delay due to the act, neglect or default of the Lessor or an employee, agent or contractor of the Lessor; or
 - (vi) any other cause beyond the Lessee's control other than delays caused by any act, neglect or default of the Lessee or any employee, agent or contractor of the Lessee.
- (b) In that event the Fitout Period is extended one day for each day of delay.

8.3 Fitout Period not completed prior to Summer Trading Band

If the Fitout Period has started but not ended by the commencement of the Summer Trading Band:

- (a) the Lessee may commence trading on the Centre Opening Date; and
- (b) the Lease will not commence until the first occurrence of the day of the week specified in item 8.1 of the reference table after the end of the Summer Trading Band, unless the Lessee starts trading before that date.

8.4 Lessor's powers

- (a) The Lessor will not interfere with the Lessee Works.
- (b) The Lessor may give reasonable directions to the Lessee's contractors, sub-contractors and employees in relation to their activities within the Centre other than those wholly contained within the Premises.
- (c) Any conflict between persons engaged in carrying out the Lessee Works and persons carrying out the Lessor Works must be resolved by the Lessor's reasonable direction.

- (d) Where any person engaged in carrying out the Lessee Works fails to comply with a direction of the Lessor given under paragraph (b) or (c) the Lessor may revoke the licence of that person to enter the Premises or the Centre once it has:
- (i) given the Lessee a notice specifying the breach and its intention to revoke the licence;
 - (ii) allowed the Lessee reasonable time to give reasons why the licence should not be revoked; and
 - (iii) allowed the Lessee reasonable time to remedy the breach, and the Lessee has failed to remedy the breach.

9. Lease

9.1 Commencement of Lease

The Lessor will grant to the Lessee and the Lessee will accept from the Lessor a lease of the Premises (and a licence of any licensed areas):

- (a) commencing on the Commencement Date;
- (b) for the period of years specified in item 9.1 of the reference table;
- (c) with the number of options to renew for the period of years specified in item 9.2 of the reference table;
- (d) on the terms of the Lease; and
- (e) completed under this agreement.

9.2 Measurement of Premises and Centre

- (a) As soon as possible after Practical Completion of the Centre the Lessor must give the Lessee a detailed dimensioned survey plan of the Premises and a certificate from its surveyor stating:
 - (i) the Lettable Area of the Premises; and
 - (ii) the Gross Lettable Area of the Centre.
- (b) For the purposes of the Lease (but not for calculating the Gross Lettable Area of the Centre) the Lettable Area of the Premises will be the lesser of:
 - (i) the area in square metres specified in item 9.3 of the reference table; and
 - (ii) the Lettable Area of the Premises stated in the Lessor's surveyor's certificate.
- (c) A certificate from the Lessor's surveyor is prima facie evidence of its contents.
- (d) Despite any other provision of this agreement, the Lessee is not required to accept:
 - (i) Premises which have a Lettable Area greater than the area in square metres in item 9.3 of the reference table; or

- (ii) Premises which have a Lettable Area less than the area in square metres in item 9.4 of the reference table,

and if the Premises do not comply with subparagraphs (i) or (ii), the Lessee may at its election terminate this agreement with no further liability to the Lessor.

- (e) Until the Lessor's surveyor's certificate is available the area in square metres specified in item 9.3 of the reference table will be used for the purpose of calculating Rent and Outgoings (if any).
- (f) Despite any other provision of this agreement, if the Lettable Area of the Premises exceeds the area in square metres specified in item 9.3 of the reference table, the Lessee may elect to accept the Premises but the Lessee is not required to pay any Rent or Outgoings to the extent that the Lettable Area of the Premises exceeds the area specified in item 9.3 of the reference table.
- (g) The Lessee is not required to pay any Rent or Outgoings to the extent that the Lettable Area of the Premises exceeds the area specified in item 9.3 of the reference table.
- (h) Despite any other provision of this agreement, if the Lettable Area of the Premises is less the area in square metres specified in item 9.4 of the reference table, the Lessee may elect to accept the Premises but the Rent payable by the Lessee will be determined in accordance with the following formula:

$$BR = (3600 \times RSM) - [(3600 - LA) \times (5 \times RSM)]$$

where

BR is the Base Rent

RSM is the dollar rate per square metre specified in item 9.5 of the reference table

LA is the Lettable Area of the Premises.

- (i) Any dispute regarding the Lettable Area of the Premises or the Gross Lettable Area of the Centre will be dealt with under clause 13.

9.3 Rent and trading prior to Centre being occupied

- (a) The Initial Rent payable by the Lessee under the Lease is an amount equal to the Lettable Area of the Premises expressed in square metres determined under clause 9.2 multiplied by the dollar rate per square metre specified in item 9.5 of the reference table.
- (b) The Lessee may trade in the Premises at any time from completion of the Lessee's Works.
- (c) If at any time from the Commencement Date less than 80% (by number) of the retail shops in the Centre are not occupied or not let for a term of not less than 12 months or not actively trading, then for so long as those retail shops are not occupied or let or actively trading, the total amount payable by the Lessee under the Lease in respect of Occupancy Costs shall be an amount equal to one-half of the base Rent for that period.
- (d) The payment must be made monthly and within 1 month after the end of each month.

9.4 Preparing and executing Lease

- (a) The Lessee will prepare the Lease (in registrable form if the Lessee requires) as soon as practicable after the Commencement Date.
- (b) The Lease must be completed by inserting:
 - (i) the current title reference;
 - (ii) the Commencement Date and the Expiry Date;
 - (iii) the amount of Initial Rent per annum calculated under clause 9.3(a);
 - (iv) details of the Further Terms;
 - (v) the Review Dates;
 - (vi) the Lettable Area of the Premises (determined under clause 9.2) and the Gross Lettable Area of the Centre;
 - (vii) a plan of the Premises and licensed areas as constructed; and
 - (viii) a plan of the Centre as constructed.
- (c) As soon as practicable after the Commencement Date the Lessor must provide to the Lessee all information and plans necessary for the Lessee to complete and register the Lease.
- (d) If the Lessor has not provided all information or plans that the Lessee requires within 30 days after the Commencement Date the Lessee may give the Lessor notice that the Lessee intends to withhold payment of Occupancy Costs if information or plans required to complete the Lease are not provided by the Lessor within a further 14 days.
- (e) If the Lessee gives notice under paragraph (d) and at the end of the further 14 day period the information or plans have not been provided by the Lessor, the Lessee can withhold payment of Occupancy Costs until the information or plans are provided.
- (f) Once the information and plans requested are provided, the Lessee must promptly:
 - (i) prepare and execute the Lease and submit it to the Lessor; and
 - (ii) pay any Occupancy Costs previously withheld.
- (g) The Lessor must promptly execute the Lease, submit the Lease for stamping and then, if required by the Lessee, submit the Lease for registration and do all things necessary on the part of the Lessor to have Lease registered.
- (h) If the Lessor has not:
 - (i) executed the Lease within 30 days of receiving it (save where there is an amendment necessary to the Lease in which case the 30 day period will be suspended while the amendment is made, the time of the suspension being from the date of which the Lessee is notified of the error in the Lease to the date on which the error is rectified by the Lessee);

- (ii) stamped the Lease within 30 days of it being executed by the Lessor (excluding any time between the Lessee receiving a request from the Lessor for payment of the anticipated stamp duty assessment and payment by the Lessee to the Lessor of that amount);
- (iii) lodged the Lease for registration within 30 days of it being stamped where the Lessee requires the Lease to be registered;
- (iv) done all things necessary on the part of the Lessor to have the Lease registered within 90 days of it being lodged for registration; or
- (v) provided to the Lessee within 3 months of the Commencement Date as-built drawings of the Premises as required by the Brief,

the Lessee may withhold Occupancy Costs until the Lease is executed, stamped, lodged for registration, registered or the drawings provided, as the case may be.

- (i) Any withholding of Occupancy Costs pursuant to this clause 9.4 will not constitute a breach of the Lease or give rise to any liability to pay interest on the part of the Lessee.
- (j) The Lessor must obtain any approval for the Lease required by any Relevant Authority prior to execution of the Lease by the Lessor.

9.5 Lease to apply from Commencement Date

During the period between the Commencement Date and execution of the Lease by the Lessor and the Lessee, both parties are bound by the terms of the Lease as if it had been completed, executed and delivered under clause 9.4.

10. Defects and Omissions

10.1 Lessor to remedy defects or omissions

- (a) The Lessor must make good any defects in or omissions from the Lessor Works that appear within the Defects Liability Period at its cost and as soon as practicable, but in any event within 14 days after the Lessee gives notice to the Lessor.
- (b) Any defects or omissions associated with plumbing, hydraulics, electrical, mechanical and fire protection services must be made good within 24 hours after the Lessee gives notice to the Lessor.

10.2 Timing of Works

- (a) All making good of defects or omissions must be done outside the Lessee's normal business hours, unless the Lessee acting reasonably agrees otherwise.
- (b) If the Lessee is trading 24 hours per day 7 days per week, the Lessor and the Lessee must agree on a time for the works to be done which will, in the Lessee's opinion, cause minimum disruption to the Lessee's business and minimum inconvenience to the Lessee's staff, suppliers and customers.

10.3 Access for Lessor to remedy defects

The Lessee must give the Lessor and its contractors access to the Premises at the agreed time to enable the Lessor to make good any defects or omissions, but the Lessor and its contractors must comply with the Lessee's normal security requirements.

10.4 Lessee's Costs

- (a) The Lessor must repay to the Lessee all reasonable costs the Lessee incurs as a result of the Lessor making good any defects or omissions.
- (b) At the Lessee's election the Lessor must make good or compensate the Lessee for any damage:
 - (i) to the Lessor Works, the Lessee Works or the Lessee's property; or
 - (ii) for which the Lessee is legally responsible,
 caused by the Lessor or its employees, agents or contractors in making good any defects or omissions.
- (c) If the Lessor fails to rectify any defect or omission in accordance with this clause 10 within 1 month of receiving notice from the Lessee of the defect or omission the Lessee may rectify the defect or omission.
- (d) Within 1 month of demand by the Lessee the Lessor must pay to the Lessee all reasonable costs which the Lessee has incurred in rectifying any defect or omission under paragraph (c).
- (e) If the Lessor fails to pay the Lessee its reasonable costs under paragraph (d) then notwithstanding any provision of the Lease the Lessee may deduct those reasonable costs from any payment of Occupancy Costs under the Lease.

10.5 Further maintenance period for rectification work

Any work carried out by the Lessor under this clause 10 is the subject of a further 12 months defects liability period from the date it is completed. This clause 10 applies (with the necessary changes) to any defects or omissions in that work.

10.6 Lessor and Lessee to jointly inspect Lessor Works

- (a) The Lessor must, at a reasonable time and after reasonable notice, inspect the Lessor Works with the Lessee, if the Lessee requests it to do so. The inspection must take place approximately 4 weeks before the end of the Defects Liability Period. Any defects or omissions found must be made good in accordance with this clause 10.
- (b) The Lessor must notify the Lessee when the work is complete and arrange to inspect the completed work with the Lessee.

10.7 Lessor to provide certificate after all defects or omissions are rectified

Within 28 days after the expiry of the Defects Liability Period (as extended by clause 10.5 if necessary) the Lessor must at its cost obtain a certificate from the Certifier that:

- (a) the Lessor Works and the relevant components of them have been constructed complying with the drawings and specifications relating to them; and
- (b) all defects and omissions have been rectified.

11. Assignment

11.1 Assignment by Lessee

The Lessee must not assign its rights, duties and obligations under this agreement:

- (a) without the prior written consent of the Lessor (which consent may only be withheld in accordance with sections 100 and 101 of the *Leases (Commercial and Retail) Act 2001*); or
- (b) unless to a Subsidiary or Related Body Corporate of the Lessee

11.2 Assignment by Lessor

- (a) The Lessor must not without the Lessee's written consent assign or dispose of any of its rights or obligations under this agreement, or sell or dispose of its interest or estate in the Site. For the purpose of clauses 11.1 and 11.2 assign includes any change or series of changes in the legal or beneficial shareholding in the Lessor so that the shareholders in the Lessor as at the date of this agreement together beneficially have or control less than 51% of the voting, income or capital participation rights in the Lessor.
- (b) If the Lessee gives its consent, a deed in a form acceptable to the Lessee must be prepared, executed and stamped by the Lessor at its cost.
- (c) The deed must include a promise by the person to whom the Lessor assigns or disposes ('Assignee') with the Lessee that the Assignee will comply with and be bound by the Lessor's obligations under this agreement as if the Assignee had executed this agreement.
- (d) If the Lessor assigns or disposes of any of its rights or obligations under this agreement without the Lessee's consent, the Lessee may terminate this agreement at any time after it discovers that the rights or obligations have been assigned or disposed of. Termination does not affect the Lessee's right to claim any loss, costs, expenses or damages from the Lessor or the Assignee.
- (e) The Lessor may only seek an approval under clause 11.2(a) if the purchaser, transferor, assignee or disponent:
 - (i) is, in the Lessee's reasonable opinion, respectable and financially secure and capable of carrying out the Lessor's Works for the Premises and the Centre in accordance with this agreement; and
 - (ii) enters into a deed in a form acceptable to the Lessee requiring the purchaser, transferor, assignee or disponent to perform all the Lessor's obligations under this agreement.

12. Certain provisions of Lease to apply before Commencement Date

12.1 Rights of refusal

Where the Lease contains any provisions under which the Lessor grants the Lessee rights of refusal in respect of leases of other premises in the Centre or the sale of the Centre those provisions will apply and will bind the Lessor and the Lessee from the earlier of the date of

this agreement and the date of commencement of the Lessor Works as if they were set out in this agreement.

12.2 Representations

Where the Lease contains any provision which records that the Lessor has represented that the Lessor will not permit, grant or extend a certain type of tenancy in the Centre during the Term or any part of the Term and the Lessor permits, grants or extends that type of tenancy prior to the Commencement Date then for the purposes of that provision the grant or extension will be deemed to have occurred on the Commencement Date.

13. Disputes resolution

13.1 Determination by expert

- (a) If a dispute arises between the Lessor and the Lessee under a provision of this agreement and that provision states that a dispute under the provision is to be dealt with under clause 13 the dispute must be referred for written determination to a person ("expert") appointed under clause 13.2. The expert acts as an expert and not as an arbitrator, and the expert's determination is conclusive and binds both parties. The expert must practise in the Australian Capital Territory.
- (b) The expert must have at least 5 years current and continuous standing in the expert's profession at the date of appointment and must be:
 - (i) for a matter of law, a practising solicitor appointed by the President for the time being of the ACT Law Society;
 - (ii) for a financial or accountancy matter, a practising chartered accountant appointed by the President for the time being of the ACT Division of the Institute of Chartered Accountants in Australia;
 - (iii) for a matter connected with the construction of any part of the building or the Centre, a practising architect appointed by the President for the time being of the Australian Institute of Architects (ACT Chapter);
 - (iv) for a matter connected with the cost of construction of the Lessor Works or the Lessee Works, a practising quantity surveyor appointed by the President for the time being of the ACT Chapter of the Australian Institute of Quantity Surveyors;
 - (v) for a matter connected with land or rental value, a qualified valuer appointed by the President for the time being of the Australian Property Institute (ACT Division); and
 - (vi) for any other matter, a qualified person appointed by the senior officer of an appropriate association, institute, society or board,

or, if appropriate and the parties agree, the dispute may be referred to a panel of experts representing more than one of the appropriate skills.

13.2 Appointment of expert

- (a) If the parties cannot agree on an expert within one calendar month after a dispute arises, a party must sign an authority for the appointment of an expert if the other party requests it to do so.

- (b) If a party does not sign the authority within 10 days after the other party requests it to do so, the other party may authorise the appointment of the expert. Production of a copy of this part M and the request are conclusive of that authority.
- (c) Each party must pay one half of the expert's fees and expenses, irrespective of the result of the determination.

14. General Provisions

14.1 Notices to Lessor

- (a) A notice, request, consent, approval or other communication (each a notice) to be given by the Lessee to the Lessor under this agreement must be:
 - (i) in writing; and
 - (ii) given or sent by certified mail or courier to or left for the Lessor at its address in this agreement or at another address notified to the Lessee.
- (b) A notice sent by post is treated as received at the time when it would have been delivered in the ordinary course of post.

14.2 Notices to Lessee

- (a) A notice, request, consent, approval or other communication (each a notice) to be given by the Lessor to the Lessee must be:
 - (i) in writing; and
 - (ii) given or sent by certified mail or courier to or left for the Lessee at its registered office.
- (b) A notice sent by post is treated as received at the time when it would have been delivered in the ordinary course of post.

14.3 Costs, stamp duty and registration

- (a) Each party must pay its own costs of and incidental to preparing, negotiating and executing this agreement and the Lease.
- (b) The Lessee must pay any stamp duty or registration fee on this agreement or the Lease.

14.4 Lessor to obtain mortgagee's consent

- (a) The Lessor must (at its cost and in a form reasonably acceptable to the Lessee) obtain the consent of a mortgagee or caveator of the Site and a chargee of the Lessor's assets under this agreement and the Lease.
- (b) The Lessor may only mortgage the Site or charge the Lessor's assets under this agreement on the basis that the mortgagee or chargee gives to the Lessee a promise under seal to consent to the Lease (at no cost to the Lessee and in a form reasonably acceptable to the Lessee).

14.5 Lessee may caveat

- (a) The Lessor must at its cost consent to any caveat lodged or to be lodged by the Lessee claiming its interest as prospective lessee under this agreement. If permitted by law, that caveat will only prohibit registration of dealings which are not expressed to be subject to the interest of the Lessee under this agreement or to which the Lessee has not consented.
- (b) If this agreement is validly terminated before the Lessee executes the Lease, the Lessee must at its cost remove or withdraw any caveat it has lodged.

14.6 Merger, partnerships, implied covenants, entire agreement, severability and relevant law

- (a) Despite execution of the Lease, each provision of this agreement binds the parties until the earlier of:
 - (i) the date the provision ends, where it is stated to be for a limited period; and
 - (ii) it is performed in full,
 except where a provision to the same effect is included in the Lease.
- (b) Neither this agreement nor the Lease constitute or imply a partnership between the parties.
- (c) The covenants implied by law apply to this agreement but are treated as modified (where permitted) to the extent of any inconsistency with this agreement.
- (d) The parties acknowledge that the terms of this agreement and any consent in writing provided for by this agreement contain the entire agreement concluded between the parties.
- (e) If any provision of this agreement is or becomes invalid or unenforceable:
 - (i) the remaining provisions are not affected; and
 - (ii) each remaining provision is valid and enforceable to the extent the law allows.
- (f) This agreement takes effect as a contract made in the Australian Capital Territory and is governed by and must be performed according to the law of the Australian Capital Territory.

14.7 Confidentiality

- (a) The terms of this agreement (**Confidential Information**) are confidential.
- (b) Neither party may:
 - (i) disclose any of the Confidential Information directly; or
 - (ii) indirectly use, deal with, (whether for that party's own benefit or otherwise) or disclose any of the Confidential Information to any person, except with the consent of the other party.
- (c) This clause does not apply where disclosure is:

- (i) required by law;
- (ii) on a confidential basis to that party's professional consultants; or
- (iii) necessary for any legal proceedings concerning this agreement.

14.8 Resolving inconsistencies

- (a) If there is any inconsistency between any documentation comprising this agreement, the Brief prevails over any plans in schedule 1.
- (b) If there is any inconsistency between the provisions of this agreement (other than the schedules, the Brief and any other drawings, plans and specifications approved by the Lessee under this agreement) and the schedules, the Brief and any other drawings, plans and specifications approved by the Lessee under this agreement, the provisions of this agreement prevail.

15. GST

The parties acknowledge that any Consideration specified in this agreement is exclusive of GST and that a party ("recipient") providing that Consideration to the other party ("supplier") for any Taxable Supply made by the supplier under this agreement, must:

- (a) at the same time as the Consideration is provided for that supply;
- (b) but subject to the provision by the supplier to the recipient of a Tax Invoice for that supply;

pay to the supplier, an additional amount equal to the GST payable in respect of that supply, provided that, where the recipient is required to reimburse or pay to the supplier, an amount calculated by reference to a cost, expense or other amount paid or incurred by the supplier, the amount of reimbursement or payment will be reduced by the amount of any input tax credits to which the supplier is entitled for the acquisition relating to that cost, expense or other amount.

000300

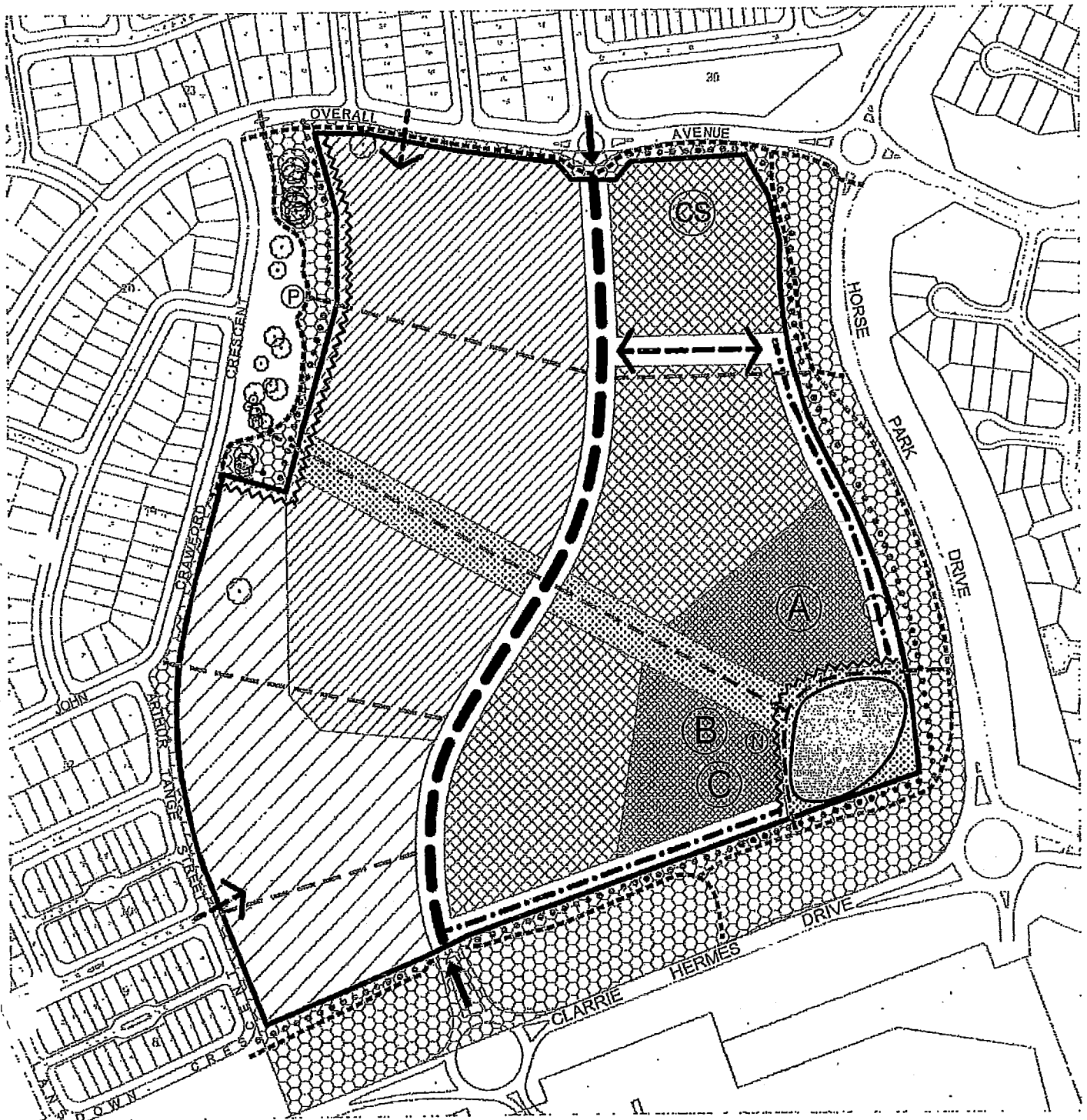
Reference table

1. Lessor	
2. Lessee	DTM Investments (ACT) Pty Limited ABN 18 098 540 602 of Level 1, 3 Torrens Street Braddon ACT 2612
3. Dates for Practical Completion (clause 3.1(a))	
3.1 Date for Practical Completion of the Lessor Works for the Premises	the date which is 38 months from the Award date
3.2 Date for Practical Completion of the Lessor Works for the Centre	the date which is 41 months from the Award Date
3.3 Liquidated Damages rate per day	Nil
4. Minimum period of notice for start of construction (clause 3.1(b))	14 days
5. Final Date for starting construction (clause 3.1(a))	
5.1 Date for Lessor to become registered proprietor.	the date which is 30 days from the Award Date
5.2 Start construction of the Lessor Works for the Premises.	14 days from the date the development application for the Site is approved by ACTPLA
5.3 Start construction of the Lessor Works for the Centre	14 days from the date the development application for the Site is approved by ACTPLA
5.4 Date for all Development Approvals to be obtained.	the date which is 4 months from the Award Date
5.5 Date for environmental report to be provided.	the date which is 4 months from the Award Date
6. Lessor Contribution (clause 6)	Nil
7. Lessee's Works to be done prior to Handover (clause 7.1)	the Lessee's Works specified in the Brief to be done prior to the Handover Date (if any).
8. Centre Opening Date (clause 1.1)	
8.1 day of the week for opening	Monday
9. Particulars of the Lease	
9.1 Term (clause 9.1)	10 years
9.2 Further terms (clause 9.1)	Three further terms of 5 years each One further term of 4 years and 364 days

9.3 Maximum Lettable Area (clause 9.2(b))	3800 square metres
9.4 Minimum Lettable Area (clause 9.4(d)(ii))	3600 square metres
9.5 Initial Rent (clause 9.3(a))	\$325.00 plus GST per square metre of Lettable Area of Premises
10. Number of car spaces to be available during Lessor Works	6
11. Brief (clause 1.1)	Development Application Notice of Decision Lessor's Works Specification Lessee's Works Specification Signage plan Car Park Plan Trolley plan
12. Fitout Period (clause 1.1)	18 weeks from Handover Date
13. Site (clause 1.1)	
14. Summer Trading Band (clause 1.1)	The period commencing on 10 December and ending on 15 January.

000298

Schedule 2 Site Plan



LEGEND

- HOLDING LEASE BOUNDARY
- MANDATORY MAJOR COLLECTOR ROAD INC BUS ROUTE - INDICATIVE LOCATION
- MANDATORY EDGE ROAD (to be wholly within Holding Lease boundary)
- INDICATIVE ROAD CONNECTION
- NO VEHICLE ACCESS
- OPEN SPACE INTERFACE
- EXISTING PATH NETWORK INCLUDING PATHS BEING CONSTRUCTED AS PART OF CASEY 1
- NEW PATH NETWORK (NOTIONAL ALIGNMENT)

NOTE: ADDITIONAL FOOTPATHS AS PER THE TERRITORY PLANS RESIDENTIAL SUBDIVISION DEVELOPMENT CODE WILL BE REQUIRED

CASEY 4 ESTATE

- URBAN OPEN SPACE
- CORE ZONE (CZ1)
- CZ1 AREA FOR MAIN RETAIL/COMMERCIAL ACTIVITIES INCLUDING SUPERMARKETS A, B & C
- MIXED USE (CZ5)
- MEDIUM DENSITY RESIDENTIAL (RZ4)
- OFF SITE WORKS
- WATER QUALITY CONTROL POND
- TREE TO BE RETAINED

- SITE A (INDICATIVE LOCATION)
- SUPERMARKET B (INDICATIVE LOCATION)
- SUPERMARKET C (INDICATIVE LOCATION)
- CLUB SITE
- EXISTING PLAY GROUND TO BE RETAINED
- LOCAL NEIGHBORHOOD PLAYGROUND
- MANDATORY ACCESS POINT

NOT TO SCALE

Schedule 3 Partial Handover Expenses

The categories of expenses that may be claimed from the Lessor by the Lessee arising from the Lessee accepting handover of the Premises prior to the Lessor Works for the Premises being Practically Complete include, but are not limited to the following:

- (a) temporary security personnel and or systems;
- (b) maintaining and cleaning of the premises, supply and installation of dust covers, the removal of rubbish and the like so that the Premises and its finishes are in a condition suitable for the Lessee to carry out the Lessee Works without disruption;
- (c) any temporary work, or remedial work required due to the incomplete state of the Premises or necessitated due to damage caused by the Lessor or its contractors, employees or agents;
- (d) material handling and storage costs resulting from limited access to the Premises;
- (e) temporary facilities and services including, but not limited to, phone, power, water, general amenities, storage facilities, lighting, and heating;
- (f) the cost of delaying or accelerating the Lessee Works so that the Lessee completes the Lessee Works on or before the anticipated opening date agreed at the time of handover even where those costs arise after Practical Completion is achieved;
- (g) site conditions required under the Lessor's building contract including, occupational health and safety, union membership, work hours and regulations and the like;
- (h) the costs incurred in resolving demarcation disputes or other industrial action due to the Premises being categorised as a building site by either the union representing the Lessor's or the Lessee's contractors. These costs include but are not limited to legal costs, costs awarded or payable in resolution of the dispute, acceleration or delay costs associated with any restriction on the progress of the Lessee Works;
- (i) power and water consumed on the Premises;
- (j) costs resulting from interruption of essential services such as, power, water, gas, communications and the like;
- (k) consultant and professional fees associated with staged inspection of the Premises, its services, finishes and the like.

These expenses may only be claimed for the period beginning on the date on which the Lessee accepts handover under clause 7 and ending on the date that Practical Completion of the Lessor Works for the Premises is achieved, unless stated otherwise.

Schedule 4 Lease



Form 072 - SL

LAND TITLES
OFFICE OF REGULATORY SERVICES
Department of Justice and Community Safety

SUBLEASE

Land Titles Act 1925



IMPORTANT INFORMATION

This form is to be used to lodge a sublease under the *Land Titles Act 1925* (the Act). You can access the Act at www.legislation.act.gov.au. You may also obtain further information and forms at www.ors.act.gov.au.

PRIVACY INFORMATION

The Act authorises the Registrar-General to collect the information required by this form. The Registrar-General provides identifiable information to various agencies including, but not limited to, the ACT Planning and Land Authority, ACT Treasury, Canberra Connect and ACTEWAGL for conveyancing, municipal account administrative, statistical and valuation purposes. These agencies may also use this information to prepare and sell property sales reports to commercial organisations concerned with the development, sale or marketing of land.

CONTACT INFORMATION

Lodge in person at the Office of Regulatory Services: 255 Canberra Avenue, Fyshwick ACT 2609
Office Hours: 9:00am to 4:30pm Monday to Friday
General enquiries telephone number: (02) 6207 0491
Website address: www.ors.act.gov.au

INSTRUCTIONS FOR COMPLETION

- A Sublease is required to be marked by ACT Revenue if it has a term greater than 30 years (for Commercial Purposes).
- The certificate of title or production of title consenting to the registration of this document is required for lodgement.
- All information should be typed or clearly printed. If completing this form by hand please use a solid black pen only.
- This office will not accept lodgement of this form if it is not completed in full.
- Any alteration to information provided on this form must be struck through with a black pen. Substitute information must be clear and all parties must sign in the margin. Do not use correction fluid or tape.
- Ensure all required documents are attached. If there is insufficient space in any panel, please use an Annexure Sheet.
- Execution by:
 - a) **A Natural Person** – Should be witnessed by an adult person who is not a party to the document.
 - b) **Attorney** – if this document is executed by an Attorney pursuant to a registered power of attorney, it must set out the full name of the attorney and the form of execution must indicate the source of his/her authority e.g. "AB by his/her attorney XY pursuant to Power of Attorney ACT Registration No..... of which he/she has no notice of revocation". (This execution requires a witness).
 - c) **Corporation** – Section 127 of the *Corporations Act* provides that a company may now validly execute a document with or without using a Common Seal if the document is signed by:
 - i. Two directors of the company;
 - ii. A director and a secretary of the company; or
 - iii. Where the company is a proprietary company and has a sole director who is also the sole company secretary, that director. (This execution does not require a witness).
- The following forms of execution are suggested –
 - a) **With A Common Seal**
The common seal of ABC Pty Ltd/Ltd ACN.....
was affixed in the presence of-
.....(signature)
.....(director/secretary)*
(*repeat if necessary i.e. if two directors signing. If signing as sole director and sole secretary, state 'director/secretary') - (This execution does not require a witness).
 - b) **Without A Common Seal**
Signed by ABC Pty Ltd/Ltd ACN.....
.....(signature)
.....(director/secretary)*
(*repeat if necessary i.e. if two directors signing. If signing as sole director and sole secretary, state 'director/secretary') - (This execution does not require a witness).



LAND TITLES
OFFICE OF REGULATORY SERVICES
Department of Justice and Community Safety

**SUBLEASE**

Form 072 - SL

Land Titles Act 1925

LODGING PARTY DETAILS

Name	Postal Address	Contact Telephone Number

TITLE AND LAND DETAILS

Volume & Folio	District/Division	Section	Block	Unit
	Casey			

FULL NAME OF LESSOR/OWNER (Surname Last)
(ACN required for all companies)

FULL POSTAL ADDRESS OF LESSOR

FULL NAME OF LESSEE/TENANT (Surname Last)
(ACN required for all companies)

FULL POSTAL ADDRESS OF LESSEE

DTM Investments (ACT) Pty Limited ABN 18 098 540 602

Level 1, 3 Torrens Street, Braddon ACT 2612

TENANCY OF LESSEE (Only complete if more than one Lessee)

Joint Tenants / Tenants in Common (in the following shares) -

AREA BEING LEASED☐ Whole of the Land**OR**

Area/Shop/Tenancy

on Sublease Plan/s No.s

SUBLEASE COMMENCEMENT DATE**SUBLEASE TERMINATION DATE****CONDITIONS** (Tick whichever is applicable - At least one box will apply)The covenants implied at sections 119 and 120 of the *Land Titles Act 1925* are hereby negated.

The provisions set forth in the registered Memorandum of Provisions (MOP) to be incorporated herein / as modified by annexure as attached. Please provide registered MOP number below.



The covenants and conditions set out in the annexure attached are deemed to be incorporated



Provide registered MOP number



000292

CONSENTING PARTY – SUPPORTING DOCUMENTATION (One form required for each party required to consent)	DATE
☐ Please complete and attach -- Form 042 -- C -- Consent	

LESSOR'S EXECUTION	
Print full name of Lessor	Print full name and address of witness
Signature or common seal of Lessor	Signature of witness

LESSEE'S EXECUTION	
Print full name of Lessee Executed by DTM Investments (ACT) Pty Ltd ABN 18 098 540 602 in accordance with section 127 of the Corporations Act 2001 (Cth):	Print full name and address of witness
Signature or common seal of Lessee	Signature of witness

OFFICE USE ONLY			
Lodged by		Certificate of title lodged	
Data entered by		Certificates attached to title	
Registered by		Attachments / Annexures	
Registration date		Production number	

THIS IS THE ANNEXURE OF [REDACTED] PAGES REFERRED TO IN THE LEASE OVER
BLOCK [REDACTED] SECTION [REDACTED], CASEY BETWEEN:

[REDACTED]

(Landlord)

[REDACTED]

DTM Investments (ACT) Pty Limited ABN 18 098 540 502 (Tenant)

DATED [REDACTED]

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Reference Schedule

Item 1. Land

Vol:Fol	District/Division	Section	Block	Unit	Instrument No/ Associated Dealing No
	Casey				

Item 2. Lessor/Landlord

Full Name (Surname Last)	Full Postal Address

Item 3. Lessee/Tenant

Full Name (Surname Last)	Full Postal Address
DTM Investments (ACT) Pty Limited ABN 18 098 540 602	Level 1, 3 Torrens Street Braddon ACT 2612

Item 4. Form of Tenancy (delete whichever is not applicable)

Joint Tenants / Tenants in Common in the following shares: Not applicable

Item 5. Area being Leased/Premises (eg. Whole or description of sublet area)

Whole

Item 6. Commencement Date

This Term commences on [CU note: to be determined in accordance with the Agreement for Lease, but will be 18 weeks after the landlord delivers a certificate of occupancy to the tenant in respect of the base building works for the premises] (Use actual date

Item 7. Termination Date/Expiry Date

This Term terminates on

(Use actual date)

Item 8. Term in Years

10 YEARS

Item 9. Further Term(s)

First Further Term:

A term of 5 years, commencing on and expiring on

Second Further Term:

A term of 5 years, commencing on and expiring on

Third Further Term:

A term of 5 years, commencing on and expiring on

Fourth Further Term:

A term of 4 years and 364 days, commencing on and expiring on

Item 10. Initial Rent

\$ per annum (exclusive of GST)

Item 11. Rent reviews during Term and Further Term(s) (if any)

TERM	
<u>Review Date</u>	<u>Method of review</u>
Annually on each anniversary of the Commencement Date:	Percentage Increase Review by 2.5%
FIRST FURTHER TERM	
<u>Review Date</u>	<u>Method of review</u>
On commencement of the First Further Term:	Market Review
On each anniversary of the Commencement Date	Review in accordance with the Formula
SECOND FURTHER TERM	
<u>Review Date</u>	<u>Method of review</u>
On commencement of the Second Further Term:	Review in accordance with the Formula
On each anniversary of the Commencement Date	Review in accordance with the Formula
THIRD FURTHER TERM	
<u>Review Date</u>	<u>Method of review</u>
On commencement of the Third Further Term:	Review in accordance with the Formula
On each anniversary of the Commencement Date	Review in accordance with the Formula

FOURTH FURTHER TERM	
<u>Review Date</u>	<u>Method of review</u>
On commencement of the Fourth Further Term:	Review in accordance with the Formula
On each anniversary of the Commencement Date	Review in accordance with the Formula
FIFTH FURTHER TERM	
<u>Review Date</u>	<u>Method of review</u>
On commencement of the Fifth Further Term:	Review in accordance with the Formula
On each anniversary of the Commencement Date	Review in accordance with the Formula
SIXTH FURTHER TERM	
<u>Review Date</u>	<u>Method of review</u>
On commencement of the Sixth Further Term:	Review in accordance with the Formula
On each anniversary of the Commencement Date	Review in accordance with the Formula

Item 12. Rent Commencement Date

[CU note: insert the date which is 3 months after the Commencement Date]

Item 13. Rent Payment Date

The first day of every month of the Term.

Item 14. Outgoings

Not applicable

Item 15. Permitted Use

Any purpose permitted by the Crown Lease.

Item 16. Tenant's Insurances

Public Risk Insurance:

Public Risk Insurance Amount: \$20,000,000

Item 17. Turnover Rent Percentage

2.5% of the Tenant's Turnover

Item 18. Security

Bank Guarantee for an amount equal to one quarter of the annual Rent plus GST.

1. Definitions

Unless the context indicates otherwise, terms used in the Reference Schedule have the meaning given in the Reference Schedule (and, where applicable, in this clause) and terms defined in this Part or elsewhere in this Lease shall have the meanings therein specified.

"Adjoining Property" means any property which neighbours or adjoins the Land.

"Authorised Person" means:

- (a) if the party is a corporation, a director, secretary or solicitor of that corporation; and
- (b) if the party is a natural person, that person, or any one of them if there are two or more, or a solicitor for that person.

"Base Rent" means the Initial Rent as varied on each Review Date under this Lease.

"Building" means, collectively, the buildings and other structures and improvements erected upon the Land.

"Business" means the business to be carried on by the Tenant at the Premises.

"Business Hours" means 24 hours per day, 7 days per week, excluding Christmas day..

"Car Park Area" means the area or areas on the Land indicated on the Site Plan for the parking of motor vehicles.

"Car Parks" means all car parking spaces situated in the Car Park Area.

"Commencement Standard" means the state of repair and decoration of the Premises as at the Commencement Standard Date which, except as otherwise specified in any Inspection Report (if any), is acknowledged by the Tenant as being of a good quality standard of repair and decoration and free from defects or damage.

"Commencement Standard Date" means the earlier of.

- (a) the Commencement Date; and
- (b) if this Lease is granted pursuant to any option for renewal or extension contained in any prior lease, the commencement date of the term of that prior lease (or, if there is more than one such prior lease, the commencement date of the term of the earliest of those prior leases).

"Common Areas" means those parts of the Land and Building (if any) from time to time permitted by the Landlord to be used by the Tenant in common with others, such as entrances, exits, corridors, lobby areas, lifts and amenities.

"consent" includes approval, authorisation, agreement and other words to similar effect.

"Consideration" has the meaning given to that term by the GST law.

"Crown Lease" means the crown lease granted in respect of the Land.

"dispute" includes:

- (a) any disagreement that a party may have with an instruction, direction or determination by the other party; and
- (b) any other disagreement or difference between the parties.

"Encumbrances" means any mortgage, lien or other encumbrance affecting the Land at the Commencement Date.

"Financial Year" means a period of 12 months commencing on 1 July in any year and expiring on 30 June in the next year.

"Formula" means the following:

$$R = \frac{BR + (TR)}{3}$$

where:

- R = The Base Rent payable from the relevant Review Date
- BR = The Base Rent paid during each Lease Year since the immediately preceding Review Date
- TR = The aggregate of the turnover rent payable during the three (3) Lease Years immediately preceding the relevant Review Date

"Further Term" means any further term granted under this Lease.

"GST" has the meaning given to that term by the GST law.

"GST Law" has the meaning given to that term by the *A New Tax System (Goods and Services Tax) Act 1999*.

"Inspection Report" means the report (if any) prepared by the Landlord and Tenant on the state of repair and decoration of the Premises as at the Commencement Standard Date.

"Insured Risk" means fire, lightning, explosion, aircraft (or other aerial device) and articles dropped from them, road vehicles, riot, civil commotion, malicious persons, earthquake, storm, tempest, flood, bursting pipes, tanks, and other apparatus, and any other risks that the Landlord reasonably decides.

"Land" means the land described in Item 1 of the Reference Schedule.

"Landlord" includes the person, for the time being, entitled to the immediate possession of the Premises on the expiry of the Term.

"Landlord's Fixtures and Fittings" means any fixtures, fittings, furniture, plant and equipment (including any air-conditioning plant, floor coverings and partitioning and other fitout) of the Landlord in the Premises.

"Lease Year" means each Financial Year which either commences or expires during the Term.

"Leases Act" means the *Leases (Commercial and Retail) Act 2001*.

"legislation" includes statutes and ordinances and any derivative regulations and orders.

"Lettable Area" means the net lettable area calculated by the Landlord using the appropriate Property Council of Australia Limited's method of measurement last published at the Commencement Date.

"losses" includes all loss, damage, costs, expenses and liabilities suffered or incurred by a party.

"month" means calendar month.

"Outgoings" means the outgoings specified in Item 14.

"Outgoings Contribution" means the amount payable by the Tenant in respect of the Outgoings, ascertained in accordance with Item 14.

"Percentage Increase Review Date" means each date specified in Item 11 for which the method of rent review is "Percentage Increase by [x]%" (where "[x]" is the figure specified in that Item).

"person" includes individuals, firms, companies, associations (incorporated or not incorporated), corporations, governments, government and statutory bodies and other entities.

"Planning Laws" means all legislation, all provisions of the Crown Lease, and all rules, orders, requirements, or directions of any Proper Authority, relating to the use of the Premises or the erection or installation of any building, structure or improvement on, or within, the Premises or Land.

"Premises" means the premises detailed in the Site Plan in Schedule 2 and, unless there is an express indication to the contrary, includes any part of the Premises.

"Proper Authority" means each government or statutory authority having authority or jurisdiction, in relation to the Premises, whether under the Planning Laws or otherwise.

"Public Risk Insurance" means a public risk insurance policy against all liability arising out of the death of, or personal injury to, any person coming upon the Land or Premises, in an amount not less than the Public Risk Insurance Amount specified in Item 16, in the name of the Tenant and endorsed to include the interest of the Landlord.

"Rent" means the Base Rent and any Turnover Rent as charged from time to time under this Lease.

"rents" includes the Rent and the Outgoings Contribution.

"Review Date" means each date specified in Item 11.

"Security" means the security to be provided by the Tenant to the Landlord in the form and amount set out in Item 18.

"Services" means the services (including gas, electricity, water, sewerage, drainage, lifts, communications, fire control and air conditioning and all plant and equipment in connection with them) to or of the Building or any premises in it or the Land, supplied by any authority, the Landlord or any person the Landlord authorises.

"Shopping Centre" means:

- (a) the Land and any other land which the Landlord uses with the Land for a shopping centre, the Car Park Area and any other undertakings relating to a shopping centre or Car Park Area;

- (b) all improvements on the Land and the other land;
- (c) all plant, equipment, fittings, fixtures, furniture and furnishings of the Landlord for use in the Shopping Centre; and
- (d) the Common Areas.

"Site Plan" means the plan in Schedule 2.

"Taxable Supply" has the meaning given to that term by the GST law.

"Tax Invoice" has the meaning given to that term by the GST law.

"Tenant" includes the person, for the time being, in whom the tenant's interest under this Lease is vested.

"Tenant's Employees" means the Tenant's employees, officers, consultants, agents, contractors, invitees, licensees, subtenants and anyone in the Building or on the Land because of the Tenant's use or occupation of the Premises and any other person at the Premises or Land with the Tenant's authority (express or implied), or any of them.

"Tenant's Turnover" means all money and the value in money of things (other than money) received or receivable for all retail sales of goods, hirings and provision of retail services including those delivered, made or provided:

- (a) from the Premises, wherever originating; or
- (b) from somewhere other than the Premises but originating from the Premises; or
- (c) neither from the Premises nor originating from them but which would normally be attributed to the Tenant's business; or
- (d) in a way likely to deprive the Landlord of any Turnover Rent,

but "Tenant's Turnover" does not include the following amounts:

- (e) losses incurred in the retail resale or disposal of merchandise reasonably and properly purchased from retail customers as trade ins in the usual course of business; or
- (f) deposits and instalments received on account of lay bys, hire purchase or credit sales, and which are refunded to retail customers; or
- (g) refund on a transaction when the proceeds of the transaction have been included as part of Tenant's Turnover; or
- (h) any service, finance or interest charges payable to any financier in connection with provision of credit to retail customers (other than commissions on credit or store cards); or
- (i) the price of merchandise exchanged between Lessee's shops if the exchange is made solely for the convenient operation of the business of the Lessee and not for the purpose of concluding a retail sale made at or from the Premises; or
- (j) the price of merchandise returns to shippers, wholesalers or manufacturers; or
- (k) the proceeds of sale of the Tenant's property after its use in the conduct of the Tenant's business at or from the Premises; or

- (l) discounts allowed to retail customers in the normal course of business; or
- (m) uncollected credit accounts that are written off; or
- (n) an amount directly or indirectly attributable to GST; or
- (o) the net amount paid or payable by the Tenant directly or indirectly attributable to any purchase tax, receipt tax, or other similar tax imposed at the point of sale or hire of goods or services; or
- (p) delivery charges; or
- (q) proceeds from goods sold on consignment (other than any commission retained in respect of a sale);
- (r) the sale of lottery tickets and similar tickets (other than commission on those sales); and
- (s) the proceeds of the sale of goods and merchandise on a wholesale basis.

"Term", where the context admits, includes any period of holding over or extension and any Further Term.

"Turnover Rent" means the amount by which the Turnover Rent Percentage in a Lease Year exceeds the aggregate of the Base Rent and Outgoings for the relevant Lease Year

"Turnover Rent Percentage" means the percentage of the Tenant's Turnover specified in Item 17.

2. Interpretation and construction

2.1 Interpretation

In this Lease:

- (a) headings are for convenience only and do not affect interpretation;
- and, unless the context indicates a contrary intention:
- (b) words denoting the singular number include the plural and vice versa;
 - (c) references to Parts or clauses are references to Parts or clauses of this Lease;
 - (d) a reference to a Part means a group of clauses all commencing with the same whole number;
 - (e) a reference to an Item is a reference to an item in the Reference Schedule;
 - (f) references to this Lease and any other deed, agreement or instrument are deemed to include references to this Lease or such other deed, agreement or instrument as amended, novated, supplemented, varied or replaced from time to time;
 - (g) references to "parties" or "party" means the Landlord and the Tenant or either of them and includes their successors and permitted assigns;
 - (h) words denoting any gender include all genders;

- (i) reference to any legislation or to any section or provision of any legislation includes any statutory modification or re-enactment of, or any statutory provision substituted for, that legislation, section or provision, and ordinances, by-laws, regulations and other statutory instruments issued under that legislation, section or provision;
- (j) a reference to "\$" is to Australian currency;
- (k) no rule of construction applies to the disadvantage of a party on the basis that the party puts forward this Lease or any part of it;
- (l) where words or phrases are given a defined meaning, any part of speech or grammatical form of those words or phrases shall have a corresponding meaning; and
- (m) the expression "the expiry of the Term" or "the last year of the Term" means the end of the Term and the last year of the Term however it comes to an end, whether by effluxion of time or in any other way.

2.2 Construction of covenants

Where, under this Lease:

- (a) a party is required to indemnify the other, any indemnity will extend to the officers, employees and agents of the party to be indemnified;
- (b) a party covenants to do any act or thing, that covenant may be satisfied by that party procuring another person to do that act or thing;
- (c) a party covenants not to do any act or thing, that covenant shall be construed to include an obligation of that party:
 - (i) not to permit that act or thing to be done; and
 - (ii) to use its best endeavours to prevent that act or thing being done by another person;
- (d) a provision stipulates that the consent of the Landlord is required, that provision shall be construed as also requiring the consent of any mortgagee or superior lessor of the Premises;
- (e) any consent of a party is required:
 - (i) to be effective, it must be in writing and signed by the party who is required to give that consent; and
 - (ii) unless there is an express indication to the contrary, it must not be unreasonably withheld or delayed but may include reasonable conditions;
- (f) there is to be an apportionment of Outgoings, Rent or any other expenses or charges, in the absence of any provision to the contrary, that apportionment shall be as agreed between the parties or, failing agreement, as determined by a Valuer, acting as an expert and not as an arbitrator; and
- (g) rights are granted to, or reserved in favour of, a party, they may, in the absence of any provision to the contrary, also be exercised by any person authorised by that party and any person who becomes entitled to exercise them.

2.3 Joint and several

Where a party consists of 2 or more persons, for the purposes of this Lease:

- (a) those persons shall constitute one party;
- (b) their obligations, covenants and agreements shall bind them (and any 2 or more of them) jointly and each of them severally.

3. The letting

The Landlord, being registered as the proprietor of an estate of leasehold in the Land:

- (a) lets the Premises to the Tenant; and
- (b) permits the Tenant to use the Common Areas in common with other persons, on the terms and conditions of this Lease.

4. Rent and Rent reviews**4.1 Rent**

Subject to clause 4.2, the Tenant shall pay the Rent, without any deduction, by equal monthly payments in advance on each Rent Payment Date, and proportionately for any period of less than a month.

4.2 First payment

The first payment of Rent (being a proportionate sum if necessary), in respect of the period from and including the Rent Commencement Date, to and including the day before the next Rent Payment Date, is to be paid on the date of commencement of the Term.

4.3 Rent free period

Notwithstanding any other provision of this Lease, no Rent shall be payable for the period (if any) from the Commencement Date to the day before the Rent Commencement Date (both inclusive).

4.4 Initial Rent

Until the first Review Date, the Rent shall be the amount set out in Item 10.

4.5 Rent reviews

- (a) On each Review Date, the Rent shall be reviewed in accordance with the relevant method of review set out in Item 11.
- (b) The Rent payable from and including a Review Date, until the next Review Date, shall be the amount determined in accordance with such review.

4.6 Percentage Increase Review

- (a) On each Percentage Increase Review Date, the Rent shall be reviewed in accordance with this clause.

- (b) The Rent payable from and including a Percentage Increase Review Date (until the next Review Date) shall be the Rent payable immediately before that Percentage Increase Review Date increased by the percentage rate specified in Item 11 in relation to that Percentage Increase Review Date,

4.7 Adjustments

If the Rent payable on and from any Review Date has not been ascertained by that Review Date, Rent shall continue to be payable at the rate previously payable (those payments being on account of the Rent for the period commencing on that Review Date) and, immediately after the Rent has been ascertained, the shortfall or excess must be paid or adjusted between the parties.

4.8 Shopping Centre not fully occupied

If at any time from the Commencement Date less than 80% (by number) of the retail shops in the Shopping Centre are not occupied or not actively trading or not let for a term of not less than 12 months, then for so long as those retail shops are not occupied or let or actively trading, the Rent shall be an amount equal to one-half of the Base Rent then payable.

5. Turnover Rent

5.1 Payment of Turnover Rent

The Tenant must pay Turnover Rent in each Lease Year commencing on the first anniversary of the commencement of the First Further Term (if any).

5.2 Information for calculating Turnover Rent

The Tenant must within 14 days after the end of each Lease Year:

- (a) give the Landlord in the form the Landlord reasonably requires a statement of the Tenant's Turnover for that Lease Year and
- (b) pay the Turnover Rent for that Lease Year.

5.3 Lay-by payments

Lay-by payments and instalments of hiring charges for goods hired without an option to purchase are included in the Tenant's Turnover for the Turnover Rent for the Lease Year in which they are due for payment.

5.4 Correction of inaccuracies

If anything is done under this clause 5 based on inaccurate information, then the parties must do everything necessary to correct the inaccuracy and the consequences of it as soon as possible after it is discovered.

6. Tenant's covenants

The Tenant covenants with the Landlord:

6.1 Rent

To pay the Rent on the days and in the manner set out in Part 4, to make those payments by banker's order or credit transfer to any bank and account that the Landlord may, from time to time, nominate.

6.2 Outgoings Contribution

To pay the Outgoings Contribution (if applicable) on the days and in the manner set out in Part 9.

6.3 Electricity, air-conditioning, gas and other services consumed

To pay to the suppliers all charges for water, electricity, gas, oil, cleaning, garbage and waste disposal and other services consumed or used at, or in relation to, the Premises (including meter rents).

6.4 Repair

Having regard to the Commencement Standard and, excepting fair wear and tear and repairs which are caused by an Insured Risk, to repair the Premises and keep them in repair, but the Tenant is not obliged to carry out structural repairs or make payments of a capital nature whether required by a Proper Authority or for any other reason. The Landlord is responsible for carrying out any such works at its own cost.

6.5 Air-conditioning

To keep in good order and condition any air-conditioning system which exclusively services the Premises having regard to its age and condition on the Commencement Date, fair wear and tear excepted. The Tenant is not responsible for the renewal or replacement of major component parts of the air-conditioning system and mechanical ventilation plant including, but not limited to, motors, compressors and ducting. Without limiting clause 7.16, the Landlord must at its expense renew or replace such parts as required.

6.6 Clean

To clean the Premises and keep them in a clean and tidy state.

6.7 Alterations and additions

If the Tenant:

- (a) obtains all approvals from any Proper Authority; and
- (b) complies with the conditions of those approvals;

the Tenant may:

- (c) alter or refurbish the Premises;
- (d) alter, refurbish or replace any of the Tenant's external signage,

without the consent of the Landlord. However, the Tenant must obtain the Landlord's consent before carrying out any works that affect the structure of, or services to, the Shopping Centre. The Landlord must sign, as owner of the Land, any consent required for any application to a Proper Authority for an approval referred to in paragraph (a).

6.8 Statutory obligations

To comply with the provisions and requirements imposed upon the Tenant by legislation and the requirements of any Proper Authority which has jurisdiction in relation to the Premises.

6.9 Access of Landlord and notice to repair

Subject to clause 7.12, to permit the Landlord:

- (a) at all reasonable times outside the Tenant's Business Hours;
 - (b) upon giving to the Tenant not less than 48 hours prior written notice,
- to enter the Premises to inspect their condition.

6.10 Assignment

- (a) Subject to paragraph (b), not to assign or underlet the Premises without the prior consent of the Landlord (which consent may only be withheld in accordance with sections 100 and 101 of the Leases Act).
- (b) The Tenant may without the Landlord's consent grant licences or concessions for the use of trading areas within the Premises on such terms as the Tenant thinks fit.

6.11 Nuisance and restrictions

Not to do anything which may cause injury or damage to, or, having regard to the nature of the Premises and the Permitted Use, constitute an unreasonable nuisance, annoyance, disturbance or inconvenience to the Landlord or any of its tenants or other occupiers of the Building or Land or any Adjoining Property.

6.12 Indemnities

To be responsible for, and to keep the Landlord fully indemnified against, all losses arising directly or indirectly out of:

- (a) any act, omission or negligence of the Tenant or Tenant's Employees; and / or
- (b) any breach or non observance by the Tenant of the covenants, conditions or other provisions of this Lease.

6.13 Yield up

At the expiry of the Term, to:

- (a) yield up the Premises in good repair and condition having regard to the Commencement Standard, fair wear and tear and damage by Insured Risks excepted; and
- (b) give to the Landlord, all keys (including electronic access cards and keys) to the Premises.

6.14 Statutory notices

Immediately after receiving any direction, order or other notice, affecting the Premises, served on the Tenant by any Proper Authority, to give a copy of the notice to the Landlord.

6.15 Landlord's rights

Subject to clause 7.12, to permit the Landlord at all times during the Term to exercise, without interruption or interference, any of the rights granted to it under the provisions of this Lease.

6.16 Tenant property

Within 30 days of the expiry of the Lease, to remove all of the Tenant's property from the Premises. Any Tenant property left in the Premises shall become the property of the Landlord, free of the interest of any other person. Any damage to the Premises caused in the removal of Tenants' property must be made good by the Tenant in accordance with clause 6.13.

6.17 Use

- (a) Not to use the Premises for any purpose other than a purpose permitted by the Planning Laws.
- (b) Not, without the consent of the Landlord, to use the Premises for any purpose other than the Permitted Use.

6.18 Aerials, signs and advertisements

To comply with the Planning Laws when:

- (a) erecting any pole, mast or wire, upon any part of the Land or Building; or
- (b) affixing to, or exhibiting on, the Building or elsewhere upon the Land, any placard or other sign.

6.19 Equipment and machinery

Before bringing any heavy goods or equipment on to the Premises, to advise the Landlord of the Tenant's intention to do so. The Tenant must not:

- (a) suspend any heavy goods or equipment from the walls or ceilings; or
 - (b) place any heavy goods or equipment upon suspended floors,
- of the Building, unless reasonably necessary for the conduct of the Tenant's business

7. Landlord's covenants

The Landlord covenants with the Tenant:

7.1 Quiet enjoyment

To permit the Tenant to occupy and use the Premises without interruption or disturbance, except where otherwise allowed by this Lease.

7.2 Insurance

To insure and keep insured the Shopping Centre with a reputable Australian insurer for its full replacement value against loss and damage by an Insured Risk. The Landlord must upon request give the Tenant satisfactory evidence of its insurance.

7.3 Rates and taxes

To pay when due all rates, taxes and other charges charged on the Shopping Centre.

7.4 Consents

To consider promptly any request by the Tenant for the Landlord's consent or approval. The Landlord must not unreasonably withhold its consent or approval, or impose any unreasonable conditions on its consent or approval. If the Landlord does not provide the Tenant with a written response to a request for consent or approval with 14 days after the receipt of the request then the consent or approval will be deemed to have been given by the Landlord.

7.5 Services

To keep all services in the Shopping Centre operating during the Tenant's Business Hours, including without limitation electricity, air-conditioning, Common Area cleaning, security and access without charge.

7.6 Maintenance of Common Areas

To keep the Common Areas in good repair, clean and adequately lit, at the Landlord's expense.

7.7 Management of Shopping Centre

- (a) To conduct, manage and operate the Shopping Centre in a first class and efficient manner at all times, at the Landlord's expense.
- (b) Not to alter the nature or concept of the Shopping Centre except as permitted under this Lease.

7.8 Structural works

- (a) To maintain the Premises in a sound structural condition at the expense of the Landlord.
- (b) Without limiting paragraph (a), to:
 - (i) carry out any structural repairs, alterations or improvements to the Premises as required:
 - A. to maintain and keep the Premises in good and substantial repair, working order and condition; or
 - B. by any Proper Authority;
- (c) To maintain and keep the roof and exterior walls of the Premises and all gutters and downpipes in a good state of repair and condition.

7.9 Subdivision and Unit title

Not to do anything, including subdividing the Land or unit titling the Shopping Centre in accordance with the Unit Titles Act 2001 (as amended), which would enable different parts of the Land to be held in different ownerships.

7.10 Superior estate

Not to permit the Tenant's estate or interest under this Lease to be determined by reason of the determination of any superior estate or interest as a result of default by the Landlord under any agreement for lease, lease (including the Crown Lease) relating to or including the Premises.

7.11 Tenant amenities

Not to do anything that would in any manner interfere with the normal conduct of the Tenant's Business in and from the Premises. In particular, the Landlord must not make any change, alteration or addition to the Shopping Centre which would:

- (a) reduce the visibility of the shopfront of the Premises or the Tenant's external signage to potential customers inside and outside the Shopping Centre, the Landlord acknowledging that maximum visibility of the shopfront and signage is beneficial to the Tenant in the conduct of its Business; or
- (b) reduce the number of Car Parks serving the Premises as at the date of this Lease; or
- (c) alter the location or configuration of the Car Park Area as at the date of this Lease; or
- (d) alter the means of access to or from those Car Parks or the Premises; or
- (e) reduce access to and from, or otherwise interfere with the efficient operation of the loading docks servicing the Premises; or
- (f) affect the accessibility of the Premises to customers and potential customers, including by locating lifts, malls and pedestrian walkways and the location of kiosks and specialty shops in the vicinity of the Premises as at the date of this Lease.

If the Landlord breaches its obligations under this clause, then, in addition to any remedy which the Tenant may have in law or in equity, the Landlord must pay reasonable compensation to the Tenant for (but not limited to) loss of profits. The amount of compensation will be assessed by an auditor appointed at the request of either party by the President of the Institute of Chartered Accountants in Australia (or his nominee) who in making the assessment will act as an expert and not an arbitrator. The certificate of the auditor as to the amount of the loss of profits will be binding on the parties.

7.12 Rights of entry

In exercising any rights involving entry to the Premises:

- (a) to cause as little damage to the Premises as is reasonably practicable and, except where the entry was necessary in consequence of a breach by the Tenant of its covenants under this Lease, to make good that damage;
- (b) to cause as little inconvenience to the occupation and use of the Premises by the Tenant as is reasonably practicable; and

- (c) if the Leases Act is applicable to this Lease, to comply with its provisions.

7.13 Consents

Where this Lease is subject to an Encumbrance, to procure the mortgagee's consent to the Lease on terms and conditions reasonably acceptable to the Landlord at the expense of the Landlord.

7.14 Indemnity by Landlord

To be responsible for, and to keep the Tenant fully indemnified against, all losses arising directly or indirectly out of:

- (a) any act, omission or negligence of the Landlord or Landlord's Employees; and / or
- (b) any breach or non observance by the Landlord of the covenants, conditions or other provisions of this Lease,

except to the extent that they are caused by or in connection with the negligent act or omission of the Tenant or the Tenant's Employees.

7.15 Landlord's works

Before carrying out any works in the Shopping Centre, to:

- (a) give the Tenant at least 3 months' prior written notice;
- (b) provide the Tenant with plans and specifications of the proposed works including a construction program and staging plans;
- (c) consult with the Tenant as to the time at which the works are to be carried out so as to minimise (so far as is reasonably possible) disruption to the Tenant's business and use of the Premises;
- (d) ensure that the method of carrying out the works keeps noise, vibration and the intrusion of dust and dirt into the Shopping Centre and the Premises to a minimum;
- (e) take appropriate steps to ensure that persons engaged in the works do not use the Car Parks in the vicinity of the Premises;
- (f) at its cost, carry out all work lawfully required by any Proper Authority to be carried out on the Premises as a consequence of the works carried out by the Landlord and any consequential alterations to or making good of the Premises or any property of the Landlord or Tenant.

7.16 Landlord's property

Subject to the Tenant complying with its repair and maintenance obligations under this Lease in respect of any Landlord's Fixtures and Fittings, at the Landlord's expense, to replace any Landlord's Fixtures and Fittings which have reached the end of their effective lives. The replacement Landlord's Fixtures and Fittings must be of the same or better quality to the Landlord's Fixtures and Fittings that were installed in the Premises on the Commencement Date.

7.17 Competitor

- (a) Not to use or allow to be used or to grant a lease, licence or other right of occupation in respect of:
 - (i) any premises in the Shopping Centre, or
 - (ii) any land within a 100 metre radius of the Land which is owned by the Landlord at any time,

to a person for the purpose of a supermarket or liquor store. Subject to paragraph (b), if the Landlord is in breach of this clause 7.17 at any time, without prejudice to any other rights of the Tenant and at the election of the Tenant:

 - (iii) the Tenant may terminate this Lease upon giving not less than 30 days prior written notice to the Landlord; or
 - (iv) for so long as those premises are so used and/or during the continuance of such lease, licence or other right of occupation (as the case may be), the Rent shall be an amount equal to 1% of the Tenant's Turnover from the Premises.
- (b) The Tenant acknowledges that Aldi is permitted to operate a supermarket in the Shopping Centre.

7.18 Maintain competitiveness of the Shopping Centre

Upon request by the Tenant, to take such action as is reasonably necessary to protect the competitive position of the Shopping Centre including:

- (a) making submissions on planning schemes which the Tenant, acting reasonably, considers are materially detrimental to the competitive position of the Shopping Centre; and
- (b) lodging an objection at the expense of the Landlord to any application for a development approval and which if granted, in the opinion of the Tenant acting reasonably, might be materially detrimental to the competitive position of the Shopping Centre.

7.19 Trolley management

To:

- (a) maintain proper and sufficient access for fully laden customer trolleys from the customer entrance to the Premises to the Car Park Areas in the Shopping Centre;
- (b) ensure there is smooth transition in surfaces over which fully laden trolleys will be required to travel;
- (c) clearly define trolley bays in the Car Park Area to facilitate the easy collection of trolleys;
- (d) permit the Tenant to use a tractor trailer service for the purpose of collecting its trolleys and provide a parking bay for the tractor trailer when it is not in use;
- (e) provide a secure undercover area for the storage of the Tenant's trolleys in a location approved by the Tenant;

- (f) permit the Tenant to use the Common Areas for the purposes of returning its trolleys to the Premises;
- (g) permit the Tenant to store trolleys in the Common Areas immediately adjacent to the customer entrance to the Premises; and
- (h) not require the Tenant to return its trolleys through the Premises to the front of the Premises.

8. Compensation by Landlord

8.1 Compensation payable

Subject to clause 8.2, if the Landlord:

- (a) inhibits the Tenant's access to the Premises in any substantial manner; or
- (b) does anything that would inhibit or alter, to a substantial extent, the flow of customers to the Premises; or
- (c) unreasonably does anything that causes significant disruption of, or has a significant adverse effect on, the Tenant's trading in the Premises (and in this regard consideration must be given to whether the Landlord is acting in accordance with recognised shopping centre management practices); or
- (d) does not take all reasonable steps to prevent or put a stop to anything, within the Landlord's control, that causes significant disruption of, or which has a significant adverse effect on, the Tenant's trading in the Premises; or
- (e) does not rectify a breakdown of plant or equipment under the Landlord's care or maintenance; or
- (f) does not adequately clean, maintain or repair the Shopping Centre,

and the Landlord does not rectify the matter as soon as reasonably practicable after receiving the Tenant's notice asking the Landlord to do so, then the Landlord may be liable to pay the Tenant reasonable compensation for any loss or damage (other than nominal damage) which the Tenant suffers as a consequence.

8.2 Emergencies

Clause 8.1 does not apply to anything the Landlord does as a reasonable response to an emergency or in connection with complying with any law or the requirements of any Proper Authority.

9. Outgoings

9.1 Recovery of Outgoings

- (a) The only liability of the Tenant to pay any amount to the Landlord in respect of the Outgoings is by payment of the Outgoings Contribution.
- (b) The only Outgoings recoverable by the Landlord are those specified in this Lease.
- (c) The amount of those Outgoings will be determined by reference to actual amounts paid or payable by the Landlord.

9.2 Leases Act requirements

If the Leases Act is applicable to this Lease, the Landlord must, where necessary, comply with the provisions of the Leases Act relating to contribution to Outgoings and those provisions are included as part of this Lease.

9.3 Provisional payment

The Tenant must, during each Lease Year, but subject to any provision of the Leases Act if it is applicable to this Lease, pay a provisional sum in respect of the Outgoings Contribution, calculated upon a reasonable and proper estimate by the Landlord of what the Outgoings Contribution is likely to be for that Lease Year, by equal monthly payments on each Rent Payment Date.

9.4 Adjustment

If the Outgoings Contribution for any Lease Year:

- (a) exceeds the provisional sum for that Lease Year, the excess shall be due and payable to the Landlord on demand; or
- (b) is less than that provisional sum, the over payment shall be due and payable to the Tenant on demand but, unless the Tenant objects, may be credited to the Tenant against the next monthly payments of the rents.

9.5 Estimates, expenditure, report and adjustments

Without limiting the requirements of clauses 9.2 and 9.4, if the Leases Act applies to this Lease:

- (a) provisions to the effect of Part 9 of the Leases Act are taken to be included in this Lease as if fully set out; and
- (b) the Landlord must comply with its obligations under those provisions by:
 - (i) giving the written estimates of Outgoings;
 - (ii) making written expenditure statements available;
 - (iii) giving the written reports; and
 - (iv) making adjustments between the Landlord and Tenant,
 in each case, in accordance with, at the times, in the manner and in compliance with those provisions.

9.6 Unimproved value of Shopping Centre

When required by the Tenant, the Landlord must object to revaluations of the unimproved value of the Shopping Centre.

9.7 Promotion levy

In addition to the Rent and Outgoings (if any), the Tenant will pay to the Landlord a promotion levy of \$12,000.00 per annum including GST during every Lease Year.

10. Insurance and damage to Premises

10.1 Tenant's Insurances

- (a) The Tenant must take out, and during the Term maintain, the Tenant's Insurances, with a reputable insurer approved by the Landlord.
- (b) The Tenant must promptly, on request by the Landlord, produce to the Landlord a copy of each policy and the last premium renewal receipt for each policy (or such other evidence as the Landlord may reasonably require as to the currency and terms of the Tenant's Insurances).

10.2 Damage to Premises and abatement

If, and whenever, during the Term, the Premises are unusable or inaccessible due to damage, the Rent and the Outgoings Contribution, or a fair proportion of both according to the nature and the extent of the damage, shall be suspended and cease to be payable until the damage is made good and the Premises are again wholly usable and accessible for the Permitted Use.

10.3 Landlord to repair damage

If there are no less than 2 years remaining in the Term or any Further Term under this Lease, and the Premises are damaged, if required by the Tenant the Landlord must repair the damage within 4 months of the date on which the damage occurred.

10.4 Election on damage

Subject to clause 10.3, if during the Term or any Further Term, the Premises are damaged, the Landlord must within 2 months of the damage occurring notify the Tenant:

- (a) that it elects to repair the damage, in which case it must do so within 4 months after the date of the election; or
- (b) that it does not propose to repair the damage or cannot do so within 4 months of the date of the election, in which cases, either party may terminate this Lease by giving not less than 7 days' notice to the other and, upon that termination, no compensation is payable in connection with that termination.

If the Landlord has not given notice to the Tenant under this clause within 2 months after the damage occurring, the Landlord is deemed to have given notice of election under clause 10.4(a) on the date 2 months after the damage occurred.

If the Landlord elects to repair the damage under paragraph (a), the Tenant must exercise an option for a Further Term (if any) under part 13 by the date on which the damage is repaired by the Landlord.

10.5 Rights under Leases Act or at law

Nothing in this Part shall prevent or limit or otherwise affect:

- (a) any right or obligation of the parties under the Leases Act, if it is applicable to this Lease; or
- (b) any right of a party at law to recover losses from the other in respect of any damage to the Premises, Building or Land or otherwise.

11. General**11.1 Re-entry**

Subject to the Leases Act (if it is applicable to this Lease), if at any time during the Term:

- (a) any Rent is outstanding for 14 days after becoming due and demand on the Tenant being formally made; or
- (b) the Tenant is in breach of any of the provisions contained in this Lease, and, in the case of a breach which is reasonably capable of remedy, fails to remedy that breach within 28 days after service of a notice by the Landlord specifying the breach; or
- (c) the Tenant, being a corporation, is insolvent or wound up, enters into an arrangement or composition for the benefit of its creditors or suffers any distress or execution to be levied on its goods,

the Landlord may at any time after (and even if a previous right of re-entry has been waived) re-enter the Premises (or any part of them) and then the Term will end but any rights which have accrued for breach of any provision of the Lease will remain including the breach under which re-entry is made.

11.2 Covenants relating to other property

Nothing contained in, or implied by, this Lease shall give the Tenant the benefit of, the right to enforce, or prevent the release or modification of, any covenant agreement or condition entered into by any tenant of the Landlord in respect of any property not comprised in this Lease.

11.3 Effect of waiver

Each of the covenants of a party remains in full force both at law and in equity notwithstanding that the other party may have waived or released that covenant temporarily.

11.4 Exclusion of use warranty

Nothing in this Lease, or in any consent granted by the Landlord under this Lease, will imply, or warrant, that, under the Planning Laws or otherwise, the Premises are suitable for or may be used for the Permitted Use or Tenant's Business.

11.5 Entire understanding

Except for matters which are implied or made applicable by legislation, this Lease embodies the entire understanding of the parties relating to the Premises and to any of the matters dealt with by the provisions of this Lease.

11.6 Essential conditions

It is expressly agreed that each of the following provisions is an essential condition of this Lease:

- (a) Part 4 and clauses 6.1, 6.2 and 6.3 providing for the payment to the Landlord of the Rent and other amounts;
- (b) clauses 6.4, 6.7 and 6.8 and other covenants relating to the use and occupation of the Premises; and

- (c) clause 6.10 prohibiting any disposition of the whole or any part of the Premises except as allowed by that provision;

and, if the Tenant breaches an essential condition, the Landlord is entitled to recover, in addition to compensation for any losses, damages in respect of the entire Term including damages for the loss of the benefit of the Lease.

11.7 Mitigation

If the Tenant is in breach of a provision of this Lease, the Landlord, from the time it has knowledge of that breach, must take reasonable steps to mitigate its loss and damages and, if the Tenant has vacated the Premises, endeavour to re-lease them at a reasonable rent and on reasonable terms and the Landlord's:

- (a) entitlement to recover damages will be limited to the sum that it would have been entitled to if it had observed its obligation to mitigate its damages; and
- (b) conduct in observing this obligation to mitigate damages shall not, of itself, constitute an acceptance of the Tenant's breach or repudiation or operate as a surrender at law.

11.8 Notices

Any notice or document to be given by a party ("Server") to another party must be in writing, signed by an Authorised Person and may (in addition to any other lawful means of service) be given or served as follows:

- (a) to the Landlord by delivering it personally to the address of the Landlord shown in this Lease or the address that is last notified to the Server by the Landlord as its address for service; and
- (b) to the Tenant by leaving it at the Premises or delivering it personally or sending it by prepaid mail letter addressed to the Tenant at the address of the Tenant shown in this Lease or the address that is last notified in writing to the Server by the Tenant as its address for service.

11.9 Holding over

If the Tenant continues to occupy the Premises after the expiry of the Term with the Landlord's consent, which consent may be given or withheld or given conditionally in the absolute discretion of the Landlord, the Tenant shall (unless otherwise agreed in writing) occupy the Premises:

- (a) as a monthly tenant only at a rent payable monthly in advance in an amount equal to one twelfth of the yearly rents payable immediately prior to the Expiry Date; and
- (b) otherwise on the terms and conditions of this Lease so far as they apply; and
- (c) this monthly tenancy may be terminated by either party giving the other at least one month's written notice to expire on any day of the month.

11.10 Exclusion of statutory provisions

The covenants, powers and provisions implied in leases by virtue of any legislation shall not apply to this Lease and are expressly negatived.

11.11 This Lease a deed

All parties declare that this Lease is a deed for all purposes and is deemed to be sealed accordingly even if not registered.

11.12 GST

The parties acknowledge that any Consideration specified in this Lease (including the rents) is exclusive of GST and that a party ("recipient") providing that Consideration to the other party ("supplier") for any Taxable Supply made by the supplier under this Lease, must:

- (a) at the same time as the Consideration is provided for that supply;
- (b) but subject to the provision by the supplier to the recipient of a Tax Invoice for that supply;

pay to the supplier, an additional amount equal to the GST payable in respect of that supply, provided that, where the recipient is required to reimburse or pay to the supplier, an amount calculated by reference to a cost, expense or other amount paid or incurred by the supplier, the amount of reimbursement or payment will be reduced by the amount of any input tax credits to which the supplier is entitled for the acquisition relating to that cost, expense or other amount.

11.13 Costs and stamp duty

Except where this Lease provides otherwise:

- (a) each party must bear its own costs and expenses incurred in connection with the preparation, negotiation and execution of this Lease;
- (b) the Tenant must pay any fee for registration of this Lease; and
- (c) the Landlord must bear any stamp duty assessed or payable (including any interest or penalties) in connection with this Lease.

12. Signage

- (a) The Tenant may put any sign on the external and internal walls of the Premises without the consent of the Landlord in accordance with the Tenant's corporate image and standards.
- (b) No other tenants in the Shopping Centre are to be permitted to put any signs on the walls of the Premises inside the Shopping Centre.
- (c) The Tenant must provide all external signage to the Premises at its cost and in accordance with the Tenant's corporate image and standards. Such external signage may be located by the Tenant on the front façade of the Shopping Centre, the pylon sign and in such locations in the Shopping Centre so as to have exposure to all main thoroughfares in the Shopping Centre with clear sight lines as advised by the Tenant from time to time. The Tenant shall have a right of first refusal in respect of any signage positions on the external walls of the Shopping Centre.
- (d) All signs remain the property of the Tenant.

13. Option for a new lease**13.1 Application**

This part 13 applies only if Item 9 provides for a Further Term commencing on the day immediately following the Expiry Date.

13.2 Grant of lease for Further Term

The Landlord must grant a new lease of the Premises to the Tenant for the Further Term set out in Item 9 (or, if there is more than one Further Term, the first Further Term) if:

- (a) the Tenant gives the Landlord a notice that it wants that new lease and the Landlord receives that notice in the period beginning on a day that is 6 months before the Expiry Date and ending on a day that is 3 months before the Expiry Date (or such later date as the Landlord may agree in writing) (and in this regard time is of the essence);
- (b) when the Tenant gives that notice, and on the Expiry Date:
 - (i) the Tenant is not and has not been in default under this Lease; or
 - (ii) if the Tenant is in or has been in default under this Lease, such default has been:
 - A. infrequent; and
 - B. promptly remedied to the satisfaction of the Landlord or waived by the Landlord.

13.3 Form of lease for Further Term

The lease to be granted to the Tenant for any Further Term shall contain covenants and conditions substantially the same as this Lease except that:

- (a) the Rent for the Further Term shall be ascertained in accordance with Part 4, the first day of the Further Term being a Review Date;
- (b) unless otherwise specified in Item 9, the lease for the Further Term shall not contain any option for renewal; and
- (c) any amendments which, in the reasonable opinion of the Landlord, are considered necessary to complete any formal particulars of the lease, but which do not derogate from any essential right of the Tenant under this Lease, may be made by the Landlord to this Lease including the particulars contained in the Reference Schedule.

14. Access and Car Parking

- (a) The Landlord must ensure the Tenant, its servants, agents, contractors, customers and invitees, have the use of and access to the Premises and the Common Areas at all times during the Tenant's Business Hours.
- (b) In particular, the Landlord grants to the Tenant the right for the Tenant's customers (in common with others authorised by the Landlord) while shopping in the Shopping Centre to use the Car Park Area for the parking and passage of motor vehicles. Subject to paragraph (c), the Landlord may impose a reasonable charge or

car parking fee for car park stays of more than 2 hours in duration, but must not otherwise impose any charge or levy car parking fees or seek to recover any car parking space levy.

- (c) The Landlord must allocate a minimum of ten Car Parks for Tenant employee car parking at no cost to the Tenant or its employees.

15. Liquor licence

- (a) The Tenant or its nominee may apply for:
- (i) any licence to allow the sale of alcoholic liquors and beverages on or from the Premises; or
 - (ii) the transfer to the Premises of any existing licence permitting the sale of alcoholic liquors and beverages; or
 - (iii) any licence redefinition required by the Tenant in respect of the Premises.
- (b) The Landlord must:
- (i) not object to any application by the Tenant;
 - (ii) support any application; and
 - (iii) permit any licence granted to be transferred to other premises by the Tenant.
- (c) The Landlord and the Tenant will each bear their own costs and expenses in connection with any application for a licence or the transfer or renewal of a licence.

16. Reconstruction of Shopping Centre

If the Landlord proposes to demolish, substantially repair, extend, renovate or reconstruct the Building or the part of it containing the Premises (whether as a consequence of damage to the Building otherwise), and to construct a new supermarket premises in the Shopping Centre, in addition to any other rights of the Tenant at law the Tenant must be given a right of first refusal and a right of last refusal to lease any such new supermarket premises. A right of refusal under this clause 16 must be exercised by the Tenant within 3 months of being notified in writing by the Landlord that the Tenant's right of refusal has arisen.

17. Licensed Areas

- (a) During the Term and any Further Term, the Landlord grants to the Tenant and others authorised by the Tenant the exclusive right to use the Licensed Areas.
- (b) The Landlord may not determine the licence granted by this clause while this Lease remains in force.
- (c) The Tenant must:
- (i) keep and maintain the Licensed Areas in a clean and tidy condition;
 - (ii) generally occupy and use the License Areas as if they were part of the Premises (but the Licensed Areas do not form part of the Premises).

18. Security**18.1 Security**

The Tenant must, on or before the date of execution of this Lease, provide the Security to the Landlord.

18.2 Recourse

- (a) Subject to clause 18.2(b), recourse to the Security will be available to the Landlord upon any breach by the Tenant of its obligations under this Lease.
- (b) The Landlord shall not have recourse to the Security unless the Landlord has become entitled to exercise its right to re-enter the Premises (or any part of them) under clause 11.1.
- (c) Recourse to the Security shall not affect or prejudice any other right or remedy of the Landlord in relation to any breach by the Tenant.

18.3 Release

Subject to the Leases Act (if it applies to this Lease), the Landlord must release the Security (or so much of it as remains after any recourse to it is had by the Landlord in accordance with clause 18.2) upon the later of:

- (a) the expiry of the Term; and
- (b) when the Tenant has complied with the last of its obligations under this Lease.

19. Leases Act**19.1 Application**

Where the Leases Act applies to this Lease:

- (a) the parties must, in their dealings with each other, conduct themselves in accordance with the Leases Act;
- (b) in exercising any right under this Lease, a party must comply with the Leases Act;
- (c) except as otherwise provided in the Leases Act, where there is an inconsistency between a provision of the Leases Act and a provision of this Lease, the Leases Act shall prevail;
- (d) where provisions required by the Leases Act to be included in this Lease are not included, this Lease shall be read and construed as though those provisions were included;
- (e) any provision of this Lease which is prohibited by, or contrary to, the Leases Act, shall be severed from this Lease but without affecting the tother provisions of this Lease; and
- (f) the parties will not be bound by the standard provisions referred to in section 20 of the Leases Act.

19.2 Acknowledgements and certificates

Where the Leases Act applies to this Lease:

- (a) the Tenant gives the acknowledgements included in Schedule 1; and
- (b) the Tenant (or, where applicable, the Tenant's lawyer) provides the Certificates included in Schedule 1.

Schedule 1**Leases Act - Acknowledgements and certificates, additional provisions**

1. Disclosure Statement

The Tenant acknowledges receipt of a Disclosure Statement not less than 14 days before entering into this Lease.

2. Term and Further Term(s) less than 5 years

Not applicable.

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CERTIFICATE UNDER SECTION 30 OF THE LEASES (COMMERCIAL AND RETAIL) ACT 2001

Section 30 of the *Leases (Commercial and Retail) Act 2001* provides as follows:

30 Disclosure statements

- (1) This section applies to proposed leases and options to extend a lease.
- (2) The lessor must give the tenant a disclosure statement for the proposed lease at least 14 days before the lease is entered into.
- (3) If the lease contains an option to extend the lease, the tenant may, not earlier than 3 months before the tenant may exercise the option, require the lessor to give the tenant a disclosure statement.
- (4) If the tenant requires the lessor to give the tenant a disclosure statement under subsection (3), the lessor must give the statement to the tenant within 14 days.
- (5) The time limits mentioned in this section do not apply, or apply as varied, if the tenant provides the lessor with a certificate signed by a lawyer stating that the tenant is aware of the time limits under this section and has chosen to waive the time limits, or to vary them as set out in the certificate.
- (6) Subsection (5) does not allow a tenant to require more notice from a lessor than would otherwise be required under this section.

I CERTIFY that:

- (b) I am a lawyer (as defined in the *Legislation Act 2001*) and am not acting for the Landlord; and
- (c) I made the Tenant aware of the time limits under section 30 of the *Leases (Commercial and Retail) Act 2001*, and the Tenant informed me that the Tenant had chosen to waive the time limits.

Date:

Signature:

Full name:

Name and address of lawyer's firm:

.....

.....

CERTIFICATE UNDER SECTION 104 OF THE LEASES (COMMERCIAL AND RETAIL) ACT 2001

Section 104 of the *Leases (Commercial and Retail) Act 2001* provides as follows:

104 Minimum 5 year lease

- (1) This section applies if—
 - (a) the total term for which a lease is entered into is less than 5 years; and
 - (b) the tenant was not, before entering into the lease, independently advised about the effect of this section; and
 - (c) an extension of the term of the lease would not be—
 - (i) inconsistent with the head lease under which the lessor holds the lease; or
 - (ii) unlawful.
- (2) The tenant has the right to the extension of the lease so that the total term of the lease is 5 years, subject to this section.
- (3) The tenant may, not later than 90 days before the end of the term of the lease—
 - (a) exercise the right of extension by written notice to the lessor; and
 - (b) either—
 - (i) ask the lessor to take reasonable steps to register the extended lease with the registrar-general; or
 - (ii) lodge a caveat on the title of the land that contains the premises under the *Land Titles Act 1925*, section 104 (Lodging caveats).
- (4) The lessor must take all reasonable steps to register the extended lease if asked to under subsection (3).
- (5) The extension of a lease under this section has no effect until the tenant has made a request or lodged a caveat under subsection (3).
- (6) For this section—
 - (a) a tenant is taken to have been independently advised about the effect of this section if, before entering into the lease, the tenant was so advised by a lawyer who was not acting for, or nominated by, the lessor; and
 - (b) in the absence of evidence to the contrary, a written statement by a lawyer certifying that the lawyer has, at the request of the tenant, explained the effect of this section to the tenant and, in particular, that the giving of the certificate will result in the tenant being unable to use this section to increase the total term of the lease to 5 years, is conclusive evidence of the facts in the statement.
- (7) This section does not apply to—
 - (a) a lease granted under an option to extend a previous lease if—
 - (i) there was no break in the entitlement of the tenant to possession of the Leased Premises; and
 - (ii) the option was granted by the earlier lease or by an agreement entered into before or at the same time as the earlier lease was entered into; or
 - (b) a change of use lease; or

(c) a continuous occupation lease.

(8) In this section:

total term, for a lease, means the length of the term of the lease and—

- (a) any further term provided for by an agreement if the agreement was entered into before or at the same time the lease was entered into; and
- (b) any further term to which the tenant is entitled by an extension of the lease, if the option was conferred before or at the same time the lease was entered into.

I CERTIFY that:

(a) I am a lawyer (as defined in the *Legislation Act 2001*) and am not acting for the Landlord; and

(b) at the request of the Tenant I explained to the Tenant:

- (i) the effect of section 104 of the *Leases (Commercial and Retail) Act 2001*; and
- (ii) in particular, that the giving of this certificate will result in the Tenant being unable to use that section 104 to increase the total term of the lease to 5 years.

I ALSO CERTIFY that the Tenant has acknowledged to me that:

- (c) the Tenant was not compelled to use my services, or those of my firm;
- (d) I was not nominated by the Landlord to act for the Tenant in respect of the Lease; and
- (e) the explanation given by me (in respect of the effect of section 104 of the *Leases (Commercial and Retail) Act 2001*) was given to the Tenant before the Tenant entered into the lease.

Date:

Signature:

Full name:

Name and address of lawyer's firm:

Schedule 2 - Site Plan

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EXECUTION PAGE

EXECUTED by the parties as a deed.

Execution by Landlord:

Executed by **NAME** Pty Limited ACN
1234 in accordance with s 127 of the
Corporations Act 2001 (Cth):

Signature of Director

Name of Director in full

Signed sealed and delivered by **NAME** in the
presence of:

Signature of Witness

Name of Witness in full

Execution by Tenant:

Executed by **DTM Investments (ACT) Pty**
Ltd ABN 18 098 540 802 in accordance with
s 127 of the *Corporations Act 2001 (Cth)*:

Signature of Director

Name of Director in full

Signature of Secretary/other Director

Name of Secretary/other Director in full

Signature

Signature of Secretary/other Director

Name of Secretary/other Director in full

OFFICE USE ONLY

DOCUMENTS LODGED HEREWITH:

CERTIFICATE OF TITLE	CERTIFICATES	OTHER

CERTIFICATE OF REGISTRATION:

EXAMINED:			DATE:	
VOLUME FOLIO:				
REGISTERED:				

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Schedule 5 Lessor's Works Specifications

Specification LESSOR'S Works – Development Specification

Contents

1.0 PREAMBLE incorporating definitions and general conditions for the developer

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- 1.2 Definitions
- 1.3 Preparation of Documentation by SUPABARN and LESSOR'S Consultants
- 1.4 Development Program
- 1.5 As Built Drawings
- 1.6 Materials and Workmanship
- 1.7 Substitution
- 1.8 Variations
- 1.9 Tenants Contractors Access
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- 1.12 Site Meetings
- 1.13 Industrial Relations
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2.0 DESIGN CRITERIA incorporating SUPABARN requirements and centre facilities

- 2.1 Layout
- 2.2 Services / Floor Loadings
- 2.3 Car Park Requirements
- 2.4 Landscaping
- 2.5 Signage
- 2.6 Tenancy Layout

1.1 FOREWARD

This document is a specification which sets out the minimum requirements for a 'Full Line' supermarket. Final size will be determined by the supermarket after considering location and total storage requirements.

An indicative layout and the specific requirements are set out in the design criteria Section 2.

This specification is common for all supermarket facilities except where variations are specifically stated for particular locations and SUPABARN design documentation

All of the requirements set out herein will be included in the development unless agreed otherwise by the supermarket at time of acceptance of developer's proposal

Any proposed modification of standards to meet site conditions must have the Lessee's approval.

1.2 DEFINITIONS

'Developer', 'Lessor' or 'Landlord' shall mean the party shown as the Lessor in the Agreement for lease with the supermarket in respect of the project

Supermarket or Lessee shall mean SUPABARN Pty Ltd.

'Lessee representative' shall mean Supermarkets Development, Building, Services or Project Managers and Regional Building and Maintenance Managers.

'Handover' shall have the same meaning as given in the Agreement for Lease. Access by Lessee's contractors to the works during the Lessor's fit out period does not constitute handover.

'Equal' shall mean equivalent in nature, quality and character.

'Approved equivalent' shall mean approved by Lessee before substitution.

'Approved' shall mean approved by Lessee before construction.

'Provide' shall mean provided and fixed by Lessor.

'By others' shall mean by supermarket or their nominated sub-contractor or supplier.

'A.S' shall mean Australian Standard-Standards Association of Australia.

1.3 PREPERATION OF DOCUMENTATION BY SUPERMARKET AND LESSOR'S CONSULTANTS

All contract documentation for the LESSOR'S works is to be prepared by the LESSOR'S consultants. The standard plans show the principals of layout for the cool rooms, fixtures and layout of the supermarket, which will be installed by the Lessee in the completed development. The information in the specification will be augmented by project specific design information supplied by the supermarket to enable the LESSOR'S consultants to resolve problems posed by the constraints of the project. The documentation to be provided by the LESSORS consultants to the supermarket as detailed in the following clause 1.3.1.

The timing of when respective documentation is required to be exchanged is to be mutually agreed with SUPABARN and the LESSOR.

Note: The developer's information shall be prepared using standard Microsoft office format. All CAD drawings shall be provided in Autocad format (DWG) and in PDF format size A0 or as deemed necessary. No drawings will be reproduced using any format smaller than A3 format. Scales on drawings shall be nominated on the foot of each drawing 'NTS' will not be accepted scale.

Note that the Developers works drawings prepared by the SUPABARN Development Department are issued for information only. They are not intended to be contractual documents and SUPABARN will not be held responsible for any omissions or errors in such documents.

Also, it should be noted that the Developer's Works Drawings prepared by SUPABARN'S Development Department are provided to convey specific information contained therein to the LESSOR and do not represent the entire Scope of Works contained within this specification.

Detailed plans of these layouts applying to the particular development will be provided by the Lessee within 10 working days of receiving the dimensioned plans of the development.

All plans and specification used in the development relating to leased premises, car park and building exterior must be approved by the Lessee and the development program must allow adequate time for these approvals.

1.4 DEVELOPMENT PROGRAMME

LESSOR is to issue a detailed development program for confirmation by SUPABARN. The aforesaid program is to include a detailed documentation program for confirmation by SUPABARN.

A full list of Consultants shall be submitted to SUPABARN for comment at the commencement of this project.

A full list of tenderers shall be submitted to SUPABARN for comment before calling of tenders. SUPABARN reserves the right to amend the list of tenderers.

When the LESSEE has advised that a preliminary plan is satisfactory in principal and 1:100 scale dimensioned agreement to lease plans, complete with column grids, have been prepared by the LESSOR'S consultants and approved by the Lessee detailed structural and service design may commence.

All plans and specifications for the development relating to leased premises, car park and building exterior, must be approved by the Lessee prior to commencement of construction.

Approvals for drawings from LESSEE shall not alleviate the responsibility of the developer. Where the development program is updated, copies shall be promptly issued to the LESSEE within one working day. The LESSEE will advise the LESSOR within seven days whether the revised development program can be met in terms of providing design information to the LESSOR.

The LESSEE will always attempt to meet revised program dates where this decreases the time available for provision of information, however when this becomes impossible the LESSEE reserves the right to keep to the original program period dates and /or times.

The LESSEE will not be liable for the costs of any variation to the LESSEE'S works occasioned by the LESSEE'S inability to meet the updated development program proposed by the developer.

The development program shall allow for handover to the LESSEE for fit out and LESSEE'S works Eighteen weeks prior to the commencement of operation of the facility.

The LESSOR must ensure that all approvals are obtained prior to handover. The Certificate of Occupancy must be obtained at least seven days prior to handover.

1.5 AS BUILT DRAWINGS

The developer shall provide the LESSEE with a complete set of as built drawings and maintenance manuals of the project within two weeks of the beginning of operation in accordance with the Agreement to Lease.

Drawings shall include architectural, structural, hydraulics, mechanical and electrical. Plans shall depict the entire layout on one drawing.

The maintenance manuals shall be hard bound and 2 copies provided. Two full sets of drawings printed in A0 format will be provided. Two CD's with all drawings and manuals will be provided in PDF Format.

1.6 BUILDING REGULATIONS, PERMITS & APPROVALS

The entire development must be completed as described in the agreement to lease, plans to meet all requirements which may be imposed by any authority which has jurisdiction over the development.

Where the standards set out herein contravene the authorities or preclude the authority's requirements being met, alternatives to meet those requirements must be approved by the Lessee before work on them proceeds.

The LESSOR is responsible for obtaining all necessary permits (including planning, building,) and approvals and the payment of associated fees.

The LESSEE is responsible for obtaining all necessary permits for SUPABARN fit out and fixture erection, signage approvals and certificate of occupancy and approvals and payment of associated fees.

Where a specified Australian Standard alters or is superseded or further standards apply or addendums added, the later standard is to be complied to, at the LESSOR'S cost.

1.7 MATERIALS AND WORKMANSHIP

Generally all equipment, materials and finishes shall be Australian Made subject to acceptable quality standards being met and available.

Materials and equipment shall be new and of first class quality of the respective kinds specified and all subject to SUPABARN'S approval. Proprietary materials and products must be used strictly in accordance with maker's instructions, delivered to the site in their original unbroken containers. Supply evidence as required of the quality of materials.

Workmanship shall be in accordance with statutory requirements, relevant Australian Standards and codes of practice.

Item	Description	Comment
1.8	SUBSTITUTION	
1.8.1	Materials and equipment to be used shall meet in full the requirements of the LESSEE, as set out in this specification, standard details, shown in the developer's works drawings provided by the LESSEE and as advised by the LESSEE.	
1.8.2	Items of work which must be complete prior to handover	
1.8.2.1	Building locked up with construction locks on all permanent doors.	
1.8.2.2	The loading dock including vehicular access to the dock and installation of turntable and dock leveler where specified.	Required to enable trading to commence
1.8.2.3	Electrically operated roller shutters	Ensure Roller shutter to garbage room completed and included in works
1.8.2.4	A secure and water tight building	
1.8.2.5	Shop front glazing, including electric roller shutters to supermarket entry	Ensure glazing complies to Code
1.8.2.6	Masonry construction of all plant areas inclusive of switch room, communication room, air conditioning and air handling plant rooms, garbage room, including wall, floor and ceiling finishes and associated services.	Completed package. Plant rooms painted using White Night Paving paint- non slip and corrosive resistant. All floors level and true. Ardite to floors where required to correct construction inconsistencies.
1.8.2.7	Air conditioning complete, inclusive of plant rooms, all plant, supply and relief air, ductwork, spigots, flexes diffusers, switch boards and controls.	No cooling towers will be permitted
1.8.2.8	Smoke exhaust system in accordance with BCA including odor filtration to range hoods if required.	
1.8.2.9	Form 3 main electrical switchboard and sub main, HV and LV electrical supply as required for a full line supermarket. Electrical switchboard to be Form 3 or as required by the relevant Authority codes and standards.	Power supply must be sufficient to operate all necessary equipment
1.8.2.10	Emergency power supply must be sufficient to operate all necessary equipment whilst general power supply is unavailable.	Ensure constant power supply available

Item	Description	Comment
1.8.2.11.	Telephone block cabling including service mounted 60 pair IDF to communications room with provision for optic fibre.	Provision for expansion required
1.8.2.12	Fire services comprising provision of fire detection systems, fire alarms and evacuation control systems, hydrant and hose reel services, portal fire extinguishers and fire sprinkler system in accordance with AS2118 and BCA.	It is SUPABARN policy that a sprinkler system is required regardless of whether it is called for under AS2118 or the BCA, and its method of installation will be in accordance with the BCA and to AS2118
1.8.2.13	Hydraulic services comprising in ground / under slab storm water, sanitary and trade waste plumbing including appropriately sized grease trap as required.	All services are to be in ground/and or below finished floor level
1.8.2.14	Main water point of location in store including provision of hot and cold water inclusive of boilers as necessary with reticulation of central ring main throughout the store and complete fit-out of toilet facilities as below	
1.8.2.15	Provide complete fit-out of staff toilet facilities including shell, ceiling, floor, wall finishes and basins, toilet suites, vanities, structural laminate toilet partitions, airlocks, doors, services and fit off items, tiling, to Female, Male and Disabled facilities	Including mezzanine structure to offices (if required) Waterproofing as required to BCA standards Toilet cubicles to BCA codes. Construction of cubicles to be equal to 'Laminex Structural Toilet Partition System' Shower cubicles to be 'Compact laminate' Laminex partitioning system
1.8.2.16	Provide suspended plasterboard ceilings and bulkheads to toilets, staff lunch rooms, preparation rooms, passage ways, and general trading floor and cash offices at the nominated and specified heights off FFL.	
1.8.2.17	Supply and installation of Dock Levelers	Required to enable trading to commence
1.8.2.18	Supply a minimum of 160 car parking spaces and disabled car parking spaces according to statutory requirements and ratios. Supply and install a minimum of four return trolley bays of minimum 5 meters in length (total minimum length 20 meters)	Car park to be sealed and lighting to the satisfaction of the Lessee
1.8.2.19	The floor clean, dry, and ready to receive floor coverings	Completed Level Floor

Item	Description	Comment
1.8.2.20	Construction of all cool room and freezer set downs.	Co ordinate with LESEE'S requirements and specifications
1.8.2.21	All walls and ceilings installed and painted. Minimum requirement for selling floor is 4.5 meters clear between FFL and underside of finished ceiling grid. In general goods area minimum FFL to underside of finished ceiling for mezzanine floors minimum 2.4 meters between FFL to underside of bulkhead or finished ceiling, whichever is less.	Minimum acceptable clearances Paint using 3 part system using 'Dulux' or equivalent commercial paints.
1.8.2.22	Lighting and services to dock area	Ok
1.8.2.21	Sealing of dock area floor	Fosroc nitroflor FC130 to loading dock, grocery store and back of house, applied according to manufacturers specifications and recommendations; Concrete sealing finish.
1.8.2.22	All air conditioning systems installed and commissioned	OK
1.8.2.23	The office area including services and lighting, ready for installation of Lessee's joinery and floor coverings	Completed walls & Floors
1.8.2.24	Permanent lighting is operative in all areas.	
1.8.2.25	Toilets and staff amenities are ready to use	
1.8.2.26	Fire protection systems including sprinklers, hydrants, extinguishers, hose reels, and cabinets commissioned.	
1.8.2.27	Telephone wiring to test point frame in office area (location to be confirmed by SUPABARN).	
1.8.2.28	In some circumstances the LESSEE may elect to take early possession (with the consent of the LESSOR) before the above mentioned items are complete. When this occurs, it shall be known as 'date of access for Lessee's fit out'. This will not constitute 'handover'	Power consumed will become SUPABARN'S responsibility for payment, only after all handover items are complete.
1.8.3	VARIATIONS	Where the LESSEE requires variations to plans previously approved involving extra works to be carried out by the LESSOR, then the LESSEE shall pay for the extra work on the following basis:

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Item	Description	Comment
1.8.3.1	Developer's cost as follows:-	
1.8.3.1A	Bill rate applicable to such varied item or	
1.8.3.1B	(a) If bill rate not applicable, then fully itemized built up rate for such varied item <u>plus</u> (b) Three and quarter per centum (3.25%) of the total cost under (a) or (b), whichever is applicable. This percentage is to cover the LESSOR'S contractors preliminaries where applicable	
1.8.3.1C	Fees excluding project management fees, at scale rates payable to those of the developer's consultants involved for the design documentation and supervision of the extra work. Charges shall be made in accordance with the scales of the relevant professions applicable at the time services are rendered.	The LESSEE shall in no circumstances be liable to pay professional fees on an hourly basis for any work carried out by the developer or its consultants.
1.8.3.2	Subject to the provisions of the construction program where the LESSEE requires work to be deleted from the LESSOR'S scope of work, and the construction and/ or fabrication of these items has not commenced, there shall be no charge to the LESSEE for deletion of these works, and the value of the works shall be credited to the LESSEE.	
1.8.3.3	All requests by the LESSEE for variations in LESSEE'S works or for investigations into and/or quotations for possible variations thereto shall be made to the developer in writing, and acknowledged promptly in writing by the developer.	
1.8.3.4	Should there be a variation to the cost of work carried out by the developer at the LESSEE'S cost or should the LESSEE require alteration to the LESSOR'S works once the work referred to in a request for an alteration has been constructed, then upon the developer receiving written instructions from the LESSEE to alter	

Item	Description	Comment
	the subject work (only on written instructions can the developer vary any work for which the LESSEE is paying), the developer shall advise the LESSEE within fourteen working days of the proposed cost of the subject work, costed so as show bill rates setting out the breakup of labor and materials, and the percentage fees applicable for the developers consultants in respect of the variation.	
1.8.3.5	Upon receiving the proposed cost of such variation, the LESSEE shall reply in writing to the developer within two weeks to confirm the acceptance or rejection such variation, and if accepting, with authorization to proceed with the subject work.	
1.8.3.6	LESSEE'S works shall be subject to the developer's approval only where it directly affects the structure, external walls, roof, floor and floor loadings, and external signs.	
1.8.3.7	No fees or charges by the developer are to be applied to the LESSOR'S works unless such work is carried out by the developer at the written request of the LESSEE and acknowledged in writing by the developer	
1.9	TENANTS CONTRACTORS ACCESS	
1.9.1	LESSEE'S contractors will require access to the works during progress of development prior to handover to enable some services to be installed above ceilings. The services involved include but are not limited to:	Data Cable Phone Cable Fiber optic Public address Alarm systems Floor covering Installation
1.9.2	LESSOR shall give them reasonable access for this purpose	However such activity shall not be regarded as a takeover of the LESSOR'S responsibilities or liabilities.
1.9.3	The LESSEE, with the approval of the developer (which is not to be unreasonably withheld) shall have full power to send such separate contractors, workmen or specialists upon the premises to execute such LESSEE'S works but the developer shall not be responsible for any	The LESSEE in appointing subcontractors for such works shall not be liable for any fees or costs being applied against the developer by the developer's building contractor or the developer's consultants.

Item	Description	Comment
	damage that may happen to any such LESSEE'S works by reason of any act or default of such contractors.	
1.10	DEFECTS ITEMS	
1.10.1	Defects Liability Period	All services and bulking items are to be warranted against defects for a period of twelve months from the commencing date of the lease.
1.10.2	Items maintained defects free for first 12 months, post opening day	All light fittings supplied and installed by LESSOR All electrical and wiring outlets Emergency lights to AS 2293.2 Illuminated exit lights to AS 2293.2 Smoke detectors to AS 1851.8 Portable fire extinguishers to AS 1851.8 Fire Hose reel & hydrants to AS 1851.2 + 1851.4 Sprinkler system including alarm monitoring FIP to 1851.3 Smoke exhaust system to AS1688.1 Heating, ventilation and air conditioning system Roller Shutters/Fire shutters, doors and sliding doors Dock levelers and lift tables All plumbing and sanitary fixtures supplied and installed by the LESSOR Building structure, floors, walls, ceiling and roof. Interior finishes Fire Doors (and hardware)
1.10.3	All essential services shall be tested, certified and handed over to the LESSEE with completed documents, as required by the BCA, and/or local Government Authorities. All Form 7's must be issued to LESSEE prior to LESSEE accepting responsibility for ongoing maintenance upon completion of maintenance period	NOTE
1.10.4	Joint Inspections-Handover	At an agreed time immediately prior to handover, a joint selection by the LESSOR and the LESSEE will be held on site and a joint list of defects will be completed and issued by the LESSEE.
1.10.5	Rectification of Defects and Outstanding Items	The developer will ensure that all defects listed on the joint report are satisfactorily completed prior to 2 weeks before the proposed commencement date for operation of the facility.

Item	Description	Comment
1.10.6	Joint Inspection –Opening week	Within one week of opening, a joint inspection will be held when the LESSEE will confirm all known defects which have appeared since handover. Where required by the LESSEE these defects must be rectified within two weeks of the inspection without interruption to trading.
1.10.7	End of Defects Liability Period	A further inspection will be held on site at an agreed time approximately four weeks prior to the end of the twelve months defects liability period, to determine any items in need of rectification. The inspection will involve both the LESSOR and LESSEE, and a joint list of items will be completed and issued by the LESSEE. Defects must be rectified within two weeks of the inspection. Rectification of defects by contractors must be undertaken at a time acceptable by the LESSEE without interruption to trading. When notified of completion of the rectification works a follow-up inspection will be held to confirm that the works are complete. Upon agreement at the follow up inspection that all defects are complete, the LESSORS Architects will issue a final certificate
1.11	TENANTS ACCESS	
1.11.1	LESSEE'S representative or Agents will observe the works during progress of development. LESSOR shall give them reasonable access for this purpose. However, such inspection shall not be regarded as a takeover of the LESSOR'S responsibilities or liabilities.	Note
1.12	SITE MEETINGS	The LESSOR shall arrange for the attendance of relevant representatives at the site meetings. These shall include the builder, and/or his contractors, architect, and services consultants as deemed necessary by LESSEE. The LESSOR shall be responsible for taking of minutes to confirm an accurate account of all items discussed at meeting. An action column confirming proposed completion dates shall be incorporated. Copies to be issued to LESSEE'S representatives within two working days of

Item	Description	Comment
		meeting.
1.12.1	The LESSOR shall arrange for regular site meetings to discuss and interpret documentation, and to expedite and co-ordinate the works.	The LESSOR shall arrange for the attendance of relevant representatives at the site meetings. These shall include the builder, and/or his contractors, architect, and services consultants as deemed necessary by LESSEE. The LESSOR shall be responsible for taking of minutes to confirm an accurate account of all items discussed at meeting. An action column confirming proposed completion dates shall be incorporated. Copies to be issued to LESSEE'S representatives within two working days of meeting.
1.13	INDUSTRIAL RELATIONS	
1.13.1	LESSOR shall provide copies of relevant site conditions, site establishment, allowances and agreements to the LESSEE at commencement of development works and updated copies at any time throughout the works if revised. The developer/builder shall advise the LESSEE'S representative of any companies prohibited from working on the site.	
1.14	SIGN OFF CERTIFICATES	
1.14.1	Copies of the following certificates or approvals shall be supplied to SUPABARN'S Project manager by LESSOR	Sprinkler Installation, including flows and pressures to AS 2118. Source: Contractor Fire ratings to ceilings, walls and partitions. Source: Contractor Fire door certification Source: Contractor Pest Control to AS3660.1.1995 Source: Contractor Certificate of compliance • Auto fire sprinklers • Fire hydrant and hose reels • Mechanical services shutdown • Fire alarm manual break glass & smoke detection system. • Emergency warning system • Smoke exhaust system • Emergency & Exit lights • Fire extinguishers Source: FPIS/Fires Authority

Item	Description	Comment
		Structural Certificate Source: Consultant Certification of Mechanical Ventilation to BCA Source: Consultant Certificate of Registration of Plant Source: Contractor Certification of external insulation Source: Contractor Glazing compliant to Australian codes Source: Contractor Certificate of occupancy Source: ACTPLA/Private certifier Supabarn Fit out Permit Source: Lessor Supabarn Signage Source: ACTPLA/Private Certifier Certified lux levels offices, selling floor, warehouse Source: Consultant
2.0	DESIGN CRITERIA	
2.1	LAYOUT	
2.1.1	Refer to standard layout drawings	
2.1.2	GROSS LETTABLE AREA for method of measurement refer to lease	All areas are net and do not include provisions for fire escape, stairs , etc, that may be required All areas are nominal only and are to be confirmed after SUPABARN assessment of projected sales and demographics
2.2	CAR PARK REQUIREMENTS	
2.2.1	Car Park Ratio	The car parking ratio shall be shown on the Agreement to lease plans and be in accordance with the requirements of all relevant authorities.
2.2.2	Car park Design	
2.2.2.1	The car park design shall provide for Personal security by means of good lighting and protection Critical dimensions as follows Parking Bays 2600x5500 (min) Aisle Width 5500min Module length (max) 100m (40 bays)	

Item	Description	Comment
	The external perimeter of the car park shall be constructed in a manner which prevents access to the car park by other than the designated entry points.	
	Truck access, turning circles, crossovers etc, shall be sufficient to accommodate 19m articulated vehicles.	
	Bollards of 150mm diameter steel pipe, concrete filled and set in concrete 800mm deep, shall be located wherever protection of the building from cars and delivery buildings is required	
2.2.3	Pavements	Pavements will be designed by a qualified Civil or Structural Engineer determined after testing of the onsite ground material and shall comply with authorities' requirements. Pavements shall be constructed in three categories
2.2.3.1	Car parking areas- Hot mix bitumen pavement or reinforced sealed concrete	Category 1
2.2.3.2	Roadways for passage of heavy vehicles- Heavy duty hot mix bitumen pavement or reinforced concrete.	Category 2
2.2.3.3	Truck standing areas- Heavy duty reinforced sealed concrete	Category 3
2.2.4	For on grade situations crushed rock for base and sub base pavement shall comply with the Vic Roads Standard Specification – Section B12	
	All hot mix bitumen materials for construction of pavement shall comply with Vic Roads Standard Specification for Asphalt –Section 407	
	Truck access from roadways to and from tenants loading dock shall be of sufficient strength to accommodate articulated vehicles as specified at Section 4.5 i.e. Cross over's, car park aisles etc.	
	All truck tarmac standing areas and truck entry and exit lanes to be constructed of heavy duty reinforced	

Item	Description	Comment
	concrete- Designed to take articulated vehicles gross weight to 40 tonnes.	
	All concrete pedestrian pavements shall be broom finished to provide a non slip surface. Pavements shall be provided to all entry and exit points of the tenancy.	
2.2.5	Grades in Car park Areas.	
2.2.5.1	All pavements to be graded to shed water to the drainage points in accordance with AS 2890.1.1993 For ease of pedestrian movement within the car park maximum grades are as follows Access Roads and within Parking Modules 1 in 8 Maximum Vehicular access ramps Up to 6m long 1 in 8 Maximum Up to 15m long 1 in 12 Maximum	
2.2.6	Kerbs	Provide concrete bumper kerbs at edges of all asphalt and around all garden plots.
2.2.7	Line marking	Car parks and traffic control markings to be line marked with single paint lines, Application to be two coats of best quality line marking paint.
2.2.8	Bollards	Bollards of 150mm diameter steel pipe , concrete filled and set in concrete 800mm deep shall be located wherever protection of the building from cars and delivery vehicles is required. Where LESSEE'S entrances are located adjacent to vehicular access bollards spaced no more than 1500mm apart shall be placed as to provide protection of entrance doors. Where parking is provided along the walls of the building, wheel stops shall be installed to prevent vehicles impacting the walls.
2.2.9	Gratings	Pavement gratings, over which pedestrian access is required, shall be smooth and flush suitable to allow prams and trolleys to roll freely over them.
2.3	LANDSCAPING	
2.3.1	Garden beds, shrubs, trees, etc. to be provided as required by local authorities. Garden beds shall be provided with a minimum of 100mm sandy loam, shall be planted with	Trees and shrubs are not to be located as to compromise building and car park security

Item	Description	Comment
	shrubs, trees and ground cover drought resistant varieties, native to the area. Gardens shall be maintained by the LESSOR until opening day plus three months. Hose points shall be provided to all gardens and landscaped areas, at 40m spacing (maximum) and be of a standard 12mm vertical proof hose bib, in a lockable vandal proof box, installed so its top is at ground level.	
2.4	SIGNAGE	
2.4.1	Internal and External Signs	Allow provision for SUPABARN standard signs to be supplied and installed by LESSEE at locations as shown on the Agreement to Lease drawings
2.5	TENNANCY LAYOUT- refer to typical SUPABARN layout	
2.5.1	Functional Areas	Functional Areas shall include: Stock receiving area (dock) Stock reserves Cool rooms and freezers Selling floor Offices and Staff amenities Staff toilets
2.5.2	Configuration	Refer standard drawing for detailed areas. SUPABARN will advise LESSOR of development size after considering location and storage requirements.
2.5.3	Reserve	The receiving and stock reserve area should be a rectangle generally as per the SUPABARN standard layout plan.
2.5.4	Cool room and freezers	SUPABARN will provide the LESSOR with specific layouts for each project and shall conform with relevant regulations.
2.5.5	Selling Floor	SUPABARN will provide the LESSOR with specific layouts for each project and shall conform with relevant regulations
2.5.6	Offices and Staff Amenities	SUPABARN will provide the LESSOR with preliminary and final office layouts specific for each project. Access ways, stairways and exits shall be provided to conform with relevant regulations.
2.5.7	Receiving	
2.5.7.1	Receiving facilities shall be provided generally in accordance with SUPABARN standard drawings.	Dispatch/receiving facilities shall be provided to the LESSEE'S requirements. The area shall have adequate facilities for delivery vehicles and

Item	Description	Comment
	Suitable access and egress to the dock shall be provided to accommodate the size and number of vehicles servicing the store. For details of dock type, refer to specification.	have sufficient space to permit delivery vehicles of 19m maximum length and 4.6m maximum height to have proper maneuvering room without interference to the connecting traffic lane. The pavement in the loading area shall be designed with a suitable loading. The slope of the truck standing area should be away from the building and be no greater than 1:50 for a distance of 15m, from the face of the building. Protective bollards should be located to protect the door jambs of the loading bay and any corners of the building vulnerable to vehicle damage. A canopy shall be provided over the dispatch/receiving area, with a clearance of 4800mm and depth in accordance with SUPABARN Specifications. The LESSOR is to supply and install the loading dock bell as per std detail.

END OF LESSOR'S WORKS

000234

Schedule 6 Lessee's Works Specifications

Specification Lessee's Works – Development Specification

Contents

1.0 SCHEDULE OF AMMENDMENTS

Issue date as noted in footer of document

1.1 LESSEES WORKS-DEVELOPMENT SPECIFICATION

This is a performance specification and may not comprehensively provide all necessary details. Where the developer believes that detail is lacking he shall be responsible to confirm the requirements of the lessee before proceeding with documentation and construction.

The intent of the agreement is that the developer provides a turnkey development which is complete and ready to operate except for those items of work listed as lessee's works in Section 1.

If at the time of preparing a new SUPABARN Supermarket proposal it is known that the development specification as set out cannot be met, then the proposal shall state details of the alternatives included in the proposal.

The SUPABARN specification consists of the following sections

- 1.1.1 Internal Walls & Doors**
- 1.1.2 Wall Finishes**
- 1.1.3 Floor Finishes**
- 1.1.4 Ceiling Finishes**
- 1.1.5 Fittings**
- 1.1.6 Hydraulic Services**
- 1.1.7 Electrical Services**
- 1.1.8 Refrigeration**
- 1.1.9 Fixed Stainless Steel**
- 1.1.10 Public Address Sound System**
- 1.1.11 Telephone System**
- 1.1.12 Cash Return System**
- 1.1.13 Data System**
- 1.1.14 Closed Circuit Telephone System**
- 1.1.15 Security System**
- 1.1.16 Checkouts and Kiosk**
- 1.1.17 Grocery Racking**
- 1.1.18 General**
- 1.1.19 Waste Compactor**

000232

Item	Description	Comment
1.1	LESSEES WORKS-DEVELOPMENT SPECIFICATION	
1.1.1	Internal Walls & Doors	
1.1.1.1	Solid Core doors to supermarket staff room, offices BOH, amenities including hardware, frame and paint finish	Standard door sizes and frames available 'off the shelf' for ease of replacement
1.1.1.2	Cash office walls to be constructed of Masonry block work walls with N12 steel reinforcing bars at 150mm centers chemically set into floor; Core fill block work with concrete 25mpa strength	Reinforced walls to cash office
1.1.1.3	Metal stud framed , plasterboard lined dropped bulkheads over refrigeration cabinets and preparation areas	Enclosing cabinets std construction
1.1.1.4	Metal stud framed, plasterboard lined bulkhead to store entrance	Std construction
1.1.2	Wall Finishes Only applies to LESSEE's Contracted works	Generally 3 coat system of best quality paints most suitable for the area of application to SUPABARN Supermarkets standard color scheme
1.1.3	Floor Finishes	
1.1.3.1	Vinyl floor tiles to grocery selling area, cash office, staff lunchroom etc, as specified in SUPABARN Supermarket floor finishes schedule.	Vinyl floor tiles adhered to finished concrete floor
1.1.3.2	Floor finish to cleaners room, produce and dairy cool rooms, other cool rooms, bakery, deli, produce and meat preparation areas to be epoxy resin with flexible additives chemically cross linked providing a watertight seal; Must be long lasting (10yr+ life)	Waterproof floor, long lasting, crack resistant
1.1.3.3	Chicken prep areas to have Polyester and cove floor finish using E plmax 225 express or equivalent	Coved skirting, floors anti-bacterial, no corners to trap bacteria
1.1.3.4	Managers office and meeting room – carpet SUPABARN selections	Carpet tiles or similar direct stick to level floor
1.1.4	Ceiling Finishes	Only applies to LESSEE'S contracted works
1.1.4.1	Paint ceilings using Dulux Professional tintable ceiling paint code 615-84179 or similar 3 coat system	Paint to suspended ceilings

Item	Description	Comment
1.1.5	Fittings	
1.1.5.1	Joinery unit to staff room including sink, and cupboards/bench top to SUPABARN specifications	Standard melamine doors, Moisture resistant carcasses, bench tops, sink by Lessee, 2mm abs edges to doors
1.1.6	Hydraulic Services	
1.1.6.2	Where required, allowances to be made for Hydraulic services as required to complete fit off of service counters, and any other lessee provided equipment	Lessee to co-ordinate with Lessor to ensure all services compatible
1.1.7	Electrical Services	
1.1.7.1	Power Factor Correction unit to be supplied and installed as part of the electrical fit-off after loads have been determined by Electrical Engineer	Balances current coming into site, prolongs motor service life, store uses less electricity due to evening out of voltage spikes
1.1.8	Refrigeration	
1.1.8.1	All refrigeration equipment, piping, cool room panels, complete cool rooms, refrigeration cabinets and associated electrical connections including lighting	OK
1.1.8.2	Plant room will house all compressors, heat exchangers deemed necessary for continuous operation of all refrigeration units; Plant room will house all necessary electrical connections deemed necessary for effective continuous operation of refrigeration services	All Plant located in one area for ease of maintenance and fault location
1.1.9	Stainless Steel	
1.1.9.1	Stainless steel fixed benches shall be of commercial quality with height adjustable leveling feet incorporated in frame design	Std Specification commercially available
1.1.9.2	Wherever possible use Australian made benches, from approved supplier/manufacturer	OK
1.1.9.3	Stainless Steel racks as required and specified	Refer to fit-out drawings
1.1.9.4	Stainless steel range hoods of commercial quality with easily removable filters for maintenance	OK
1.1.10	Public Address Sound System	
1.1.10.1	Public address system complete	Concealed conduits and draw wires,

Item	Description	Comment
		shall be provided by the LESSOR in all areas as required by SUPABARN, and to manufacturers specifications
1.1.11	Telephone System	
1.1.11.1	Telephone; PABX and commander handset system including all reticulation wiring from the TPF (MDF and TPF together with a minimum of 60 pair cable from the MDF to TPF)	Note: provision for extra capacity as required
1.1.12	Cash Return System	
1.1.12.1	Cash return system to be supplied and installed to SUPABARN specifications. Access through selling floor bulkhead and ceiling to cash room.	Allowance made by LESSOR for required conduits
1.1.13	Data System	
1.1.13.1	Complete computer system connected to server in secure area as nominated by Supabarn.	
1.1.14	Closed Circuit Video System	
1.1.14.1	Monitored closed circuit television system with time lapse recording; Camera locations to SUPABARN specifications	
1.1.15	Security System	
1.1.15.1	Intruder alarm system with door reed switches to suit SUPABARN specifications	
1.1.16	Checkouts and Kiosk	
1.1.16.1	Checkouts constructed to SUPABARN specifications, and corporate colors; Kiosks constructed to SUPABARN specifications	Manufactured to tolerances +/- 0.5mm Use MR MDF substrate board in constructing checkouts and kiosks, all components, trims and fittings to be interchangeable between checkouts and kiosks as required
1.1.17	Grocery Racking	
1.1.17.1	Grocery Racking and shelving to be supplied and installed according to SUPABARN specifications	Racking interchangeable between stores
1.1.18	General	

Item	Description	Comment
1.1.18.1	SUPABARN to supply and install store decorations; Shop front signage, loose furniture and fittings and external signage	
1.1.19	Waste Compactor	
1.1.19.1	Waste compactor and final wiring and testing of unit by SUPABARN	3 phase power supply to compactor and isolator switch adjacent to compactor shall be provided by LESSOR

END LESSEE WORKS

Executed as an agreement.

Executed by [lessor] in accordance with
section 127 of the Corporations Act 2001 (Cth):

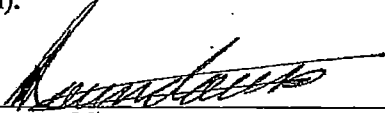
Signature of director

Signature of company secretary/director

Full name of director

Full name of company secretary/director

Executed by DTM Investments (ACT) Pty
Limited ABN 18 098 540 502 in accordance
with section 127 of the Corporations Act 2001
(Cth):



Signature of director



Signature of company secretary/director

DIMITRIOS ARISTIDIS KOUNDOURIS
Full name of director

THEODOROS ARISTIDIS KOUNDOURIS
Full name of company secretary/director

DICKSON GROUP CENTRE BLOCK 19 SECTION 30

Car park and supermarket assessment

Draft report

November 2010



Department of
Land & Property
Services

1.0 Purpose of the study

The purpose of this paper is to provide a preliminary evaluation of the capacity of Dickson Block 19 Section 30 for car parking and other uses.

2.0 Future development context

Dickson's success as a commercial centre is in large part due to the configuration of convenient surface parking. The main retail parking is shown as sites A, B and C in **Figure 1**.

Guided by the ACT Supermarket Policy and the Land Release Program sites A, B and C are likely to be taken to the market over the next three years.

The function of the three sites in meeting parking demand is summarised in **Table 1**.



Figure 1: Territory owned car parks earmarked for future development

Table 1: Existing parking on future development sites

Site	Short stay Pay parking	Long Stay Free parking	Total
A. Block 21 Section 30	174	64	238
B. Block 19 Section 30	90	24	114
C. Block 20 Section 30	134	-	134
D. Antill Street slip road	38	50	88
Total	436	138	574

3.0 Land release program and transitional parking option

The challenge for Dickson over the next three years is to implement a transitional parking strategy that allows the creation of new mixed use development, incorporating public parking, whilst maintaining existing retail activity.

Any new development will be required to replace existing parking as well as provide spaces for additional generated demand. One option for achieving new development outcomes for the Dickson commercial precinct involves the following sales sequence:

Development site	Release date
B. Block 19 Section 30	May 2011
A. Block 21 Section 30	May 2012
C. Block 19 Section 30	May 2014

Integrated actions that would successfully achieve the desired release program are:

1. Convert 138 free all day parking spaces to paid 2 hour parking. Displaced all day commuter parking would be accommodated in Territory owned surface parking east of the swimming pool, at Southwell Park and in the pay parking structure operated by Dickson Tradesman's Club. The areas of free all day parking shown in **Figure 2** are in acceptable proximity to the retail core.
2. Release site A, Block 19 Section 30 with a condition that at least 214 parking spaces be publicly accessible. This is a net increase of 100 spaces over the existing.
3. On commissioning of 214 spaces on Site B, excavate basement on site A1. 54 spaces on site A2 are to remain fully operational until A1 basement parking is commissioned.
4. Once sites A1 and A2 are fully operational release Site C for development.

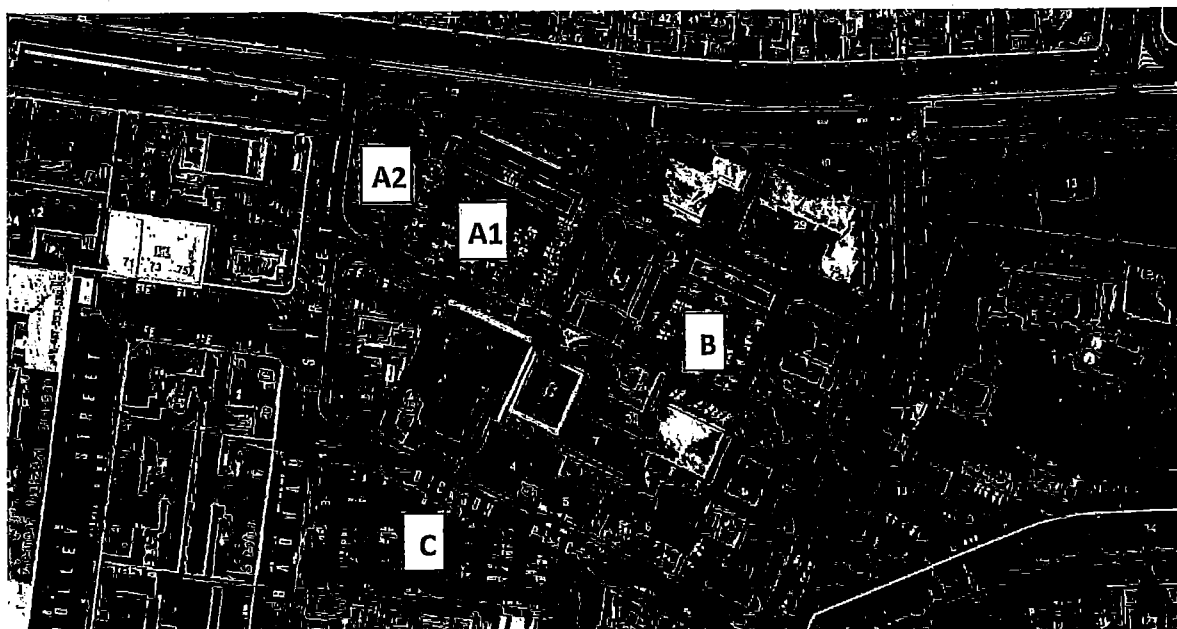


Figure 2: The red borders identify 138 free all day parking spaces. In order to compensate for the temporary loss of parking spaces during construction the free all day spaces would revert to 2 hour pay parking serving needs of shopping centre customers. All day parking is available in the surface car parks beyond the swimming pool, in the basement of the Tradesman's Club and at Southwell Park.

4.0 Block 19 integrated public parking and mixed use development

4.1 Relationship to adjacent sites

Figure 3 shows land custodianship adjacent to Block 19. The single storey heritage listed library to the west and the community health facility to the north are Territory assets with Government leases. Other developments of one and two storeys are held in private lease.

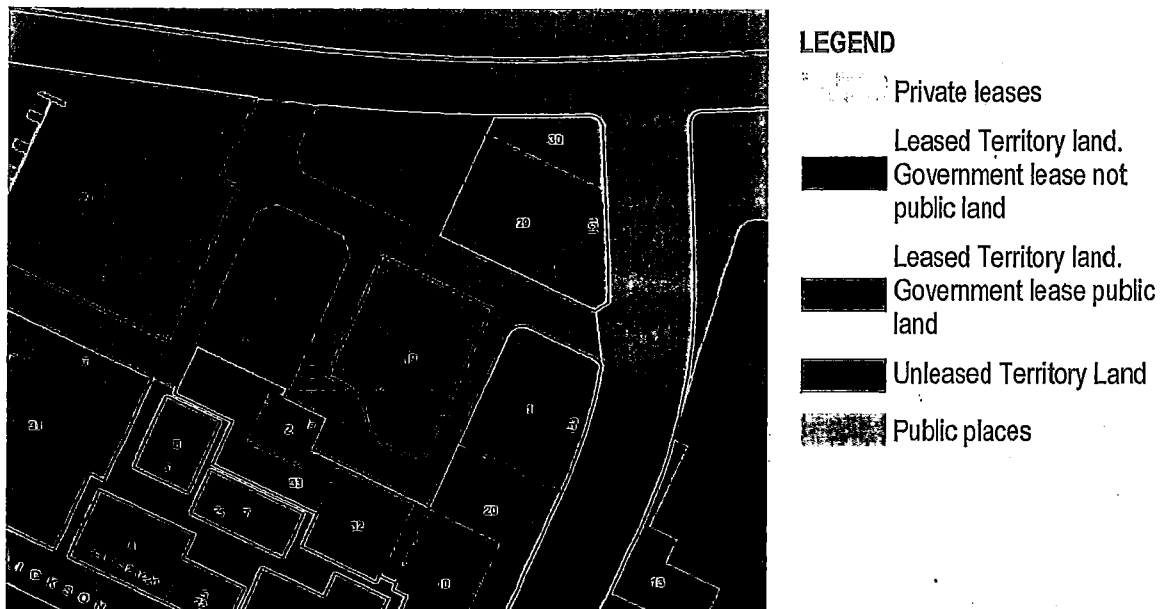


Figure 3: Land custodianship plan

4.2 Territory Plan

Figure 4 is an extract from the *Territory Plan Map*. Within the Group Centre Commercial – CZ1 – Core Zone, Supermarkets without floor area constraints are permitted within CZ1. *Territory Plan Code* and Merit criteria apply to the consideration of any supermarket development application. A two storey height limit applies to the CZ1 zone.

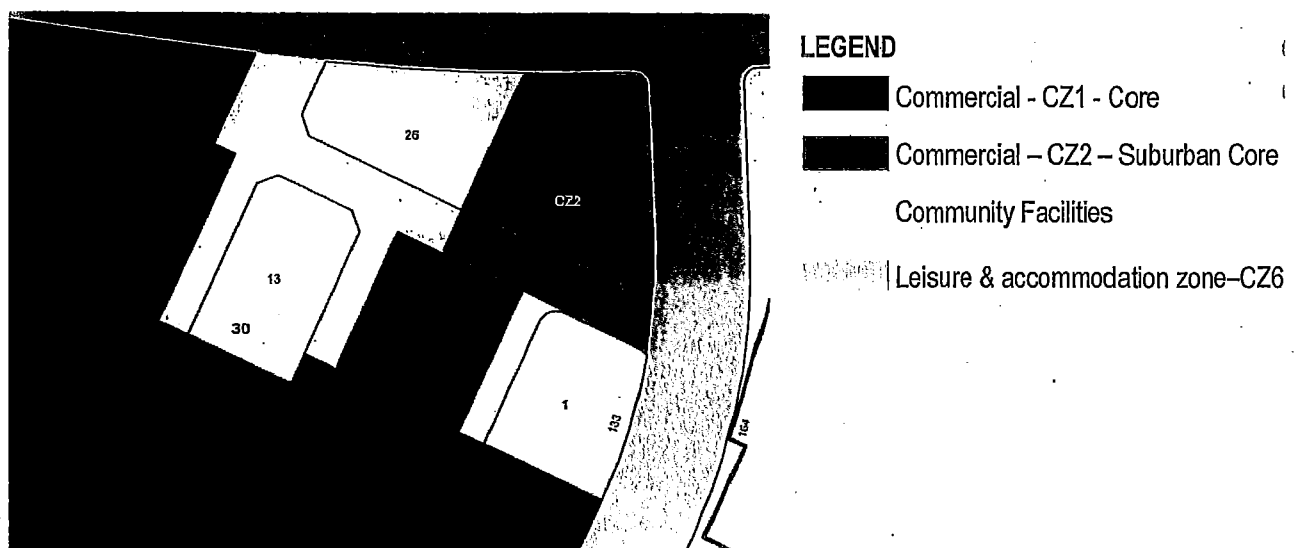


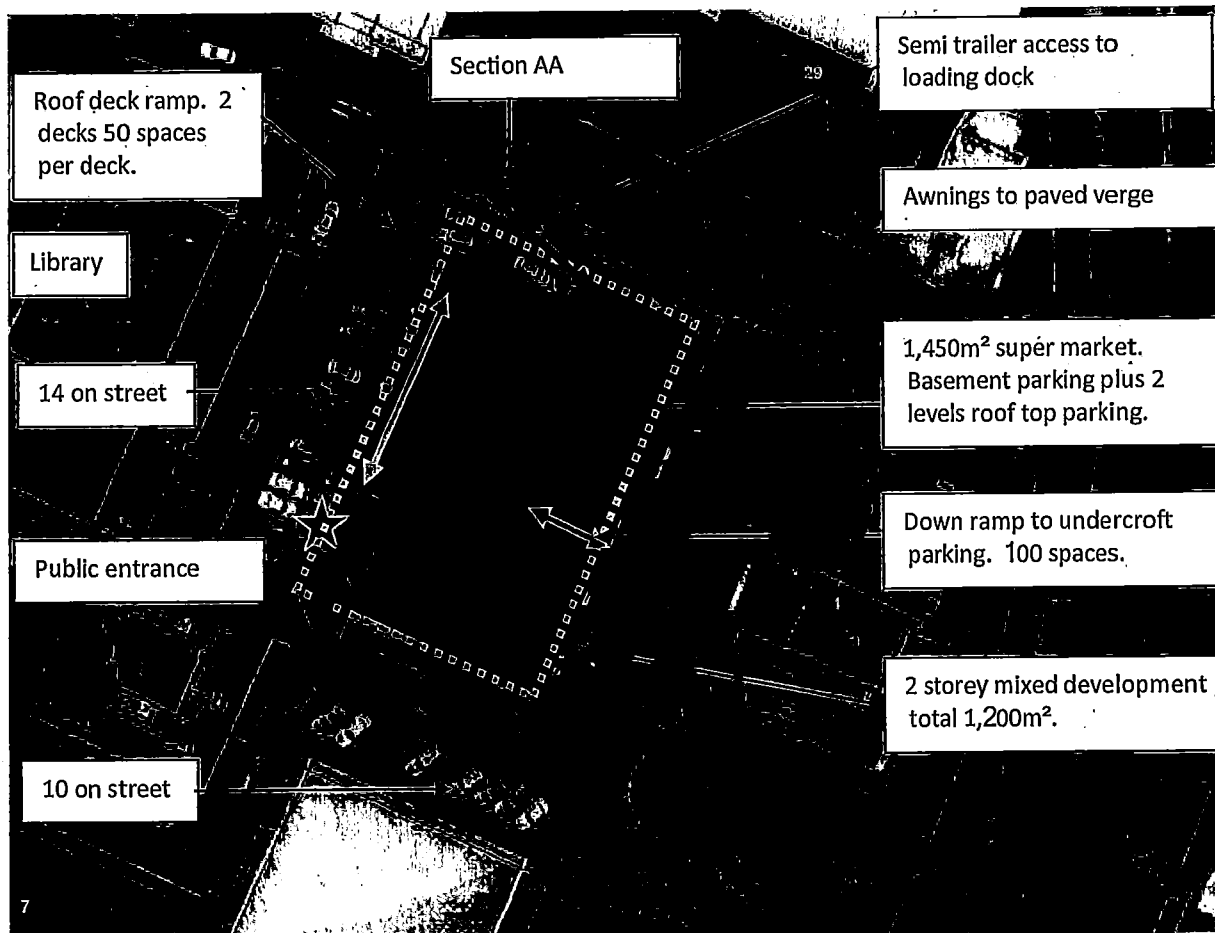
Figure 4: Territory Plan map

4.3 Highest and best use

The value of the site is diminished by the two storey height limit and the requirement to provide at least 214 public parking spaces. The CZ1 zone is one of the few sites that permits a supermarket.

The most compatible land use mix is two levels of parking, a 1,450m² footprint supermarket of dimensions of about 40 x 36 metres and mixed retail / office space of about 600m² per level (max 1,200m² at two levels).

Figures 5 and 6 show design principles that could apply to the development of the recommended land uses.



Current surface parking 114 spaces
 Proposed parking 214 spaces
 Surface 24, basement 100, roof deck = 90

Figure 5: Territory Plan map

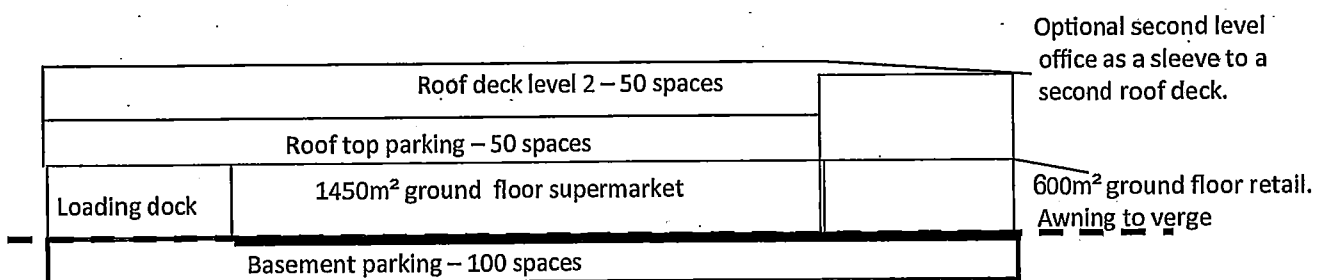


Figure 6: Section showing 1 and 2 storey commercial with basement and 2 suspended parking decks. Note that similar principles would apply to two full basement levels, or two full roof top levels.



Figure 7: Aldi's Auburn store shows features that could apply to the Dickson site. Features include awning to the verge, active frontage, articulated facade and roof top shaded parking.



Figure 8: Roof top shaded parking at Aldi's Auburn store. The parking deck could be designed to accommodate other mixed use developments as land economics change over time.



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ADDENDUM 8 FOR BLOCK 20 SECTION 1 CASEY

ISSUED IN ACCORDANCE WITH PARAGRAPHS 16 AND 17 OF THE REQUEST FOR TENDER

The Contact Officer will circulate any questions or enquiries and the response to those questions and enquiries to all Tenders who have registered with the LDA to receive a copy of this RFT without revealing the source of the inquiry.

*Questions 1 to 4 were provided on Addenda 3 issued on 16 February 2011;
 Questions 5 to 9 were provided on Addenda 5 issued on 19 February 2011; and
 Questions 10 to 18 were provided on Addenda 6 issued on 23 February 2011.*

Questions 19-30 in this Addendum 8 have been responded to by Aldi Foods Pty Limited.

Questions 31-45 in this Addendum 8 have been responded to by DTM Investments (ACT) Pty Limited.

The LDA makes no warranty as to the accuracy or completeness of the responses provided by the above-mentioned entities to questions 19-45.

Q19: What is the paid up capital of Aldi Foods Pty Ltd?

A19: The paid-up capital of ALDI Foods Pty Limited ("ALDI") is \$5,000,002.00. ALDI is the general partner of a limited partnership known as "ALDI Stores" and which is the firm name under which the ALDI Group trades. The other partner is ALDI Pty Limited ACN 086 493 950 which has a paid-up capital of \$1,975,000,000.00. The above information may be verified by search at Australian Securities and Investments Commission.

Q20: What is the shareholders equity of Aldi Foods Pty Ltd?

A20: The single shareholder of both ALDI Foods Pty Limited and ALDI Pty Limited holds the shares in both companies as a Trustee for an overseas principal.



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Q21: Are there Directors' guarantees provided for the Aldi lease? If not, why not?

A21: ALDI does not provide, as a matter of policy, guarantees by directors or otherwise. ALDI's financial strength and commercial integrity is relied upon. As at 31 January 2011, ALDI has 252 stores of which 148 are freehold (includes several Crown leases) and 104 are leasehold. All the freehold stores are unencumbered and none of the leases is mortgaged.

Q22: Why is the fitout period 75 business days, i.e at least 15 weeks? Isn't this far too generous?

A22: From its experience, ALDI considers that 75 business days is required to properly fit out an ALDI store to ALDI's strict standards and to generally prepare a store for trading. Attention is invited to the ALDI Scope of Works to gauge the complexity of a standard ALDI fitout.

Q23: Why is Aldi not paying rent during the fitout period?

A23: It is ALDI's policy not to pay rent/licence fee during any fitout period.

Q24: Why can the fitout period be extended by 77 calendar days? Why was this agreed to? Isn't this far too generous to the tenant?

A24: If the "fitout period" fell within the period 15 November and 31 January, ALDI, like any other tenant, would have great difficulty in having fitout works done and preparations made for an opening during the said period.

Q25: Why does the Aldi have the ability to pay only 50% of their rent?

A25: It was agreed that ALDI should not have to pay the full rent reserved for occupying an area in an incomplete centre.

Q26: Why can Aldi transfer their lease? Isn't the whole point to have an Aldi there?

A26: The right to assign is standard in any commercial lease.

Q27: Why is signage at the tenant's expense but the landlord must provide electricity to the signs at the landlord's expense?

A27: This was agreed during negotiations with the Territory.

Q28: Why is rent not payable by Aldi until after one month's trade?

A28: This was agreed during negotiations with the Territory.



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Q29: Why is the rent not escalated from the signing of the AFL to the commencement of the lease?

A29: This was agreed during negotiations with the Territory.

Q30: Were the agreements prepared by Aldi's lawyers?

A30: The Agreement for Lease/Lease was negotiated by the parties based upon ALDI's standard documents prepared by its lawyers.

Q31: What is the paid up capital of DTM Investments (ACT) Pty Ltd?

A31: The paid up capital of DTM investments (ACT) Pty Limited is \$1000.

Q32: What is the shareholders equity of DTM Investments (ACT) Pty Ltd?

A32: No response.

Q33: Are there Directors' guarantees provided for the Supabarn lease? If not, why not?

A33: Director's guarantees are not required under the lease. This is consistent with lease arrangements in the industry for major supermarket operators.

Q34: Why is the fitout period 75 business days, i.e. at least 15 weeks? Isn't this far too generous?

A34: The lessee considers the duration of the fitout period to be appropriate given the fitout works to be undertaken. Tenderers should make their own assessment of the terms of the fitout period.

Q35: Why is Supabarn not paying rent during the fitout period?

A35: This is consistent with lease arrangements in the industry for major supermarket operators. Tenders should make their own assessment of the terms of the fitout period.

Q36: Why can the fitout period be extended by 36 calendar days? Why was this agreed to? Isn't this far too generous to the tenant?

A36: This is consistent with the lease arrangements in the industry for major supermarket operators. Tenders should make their own assessment of the terms of the fitout period.



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**Q37: Why does the Supabarn have the ability to pay only 50% of their rent?
 Clause 9.3(c) of the Lease.**

A37: We presume the reference should be to clause 9.3(c) of the agreement for lease, rather than clause 9.3(c) of the lease. This is consistent with lease arrangements in the industry for major supermarket operators.

Q38: Why can Supabarn transfer their lease? Isn't the whole point to have Supabarn there? Clause 11.1 of the Lease.

A38: The lease is subject to the *Leases (Commercial and Retail) Act 2001* which gives a statutory right to the lessee to assign the lease. This right cannot be waived by the parties.

**Q39: Why does Supabarn have rights of refusal for the sale of the centre?
 Clause 12.1 of the Lease.**

A39: This is consistent with lease arrangements in the industry for major supermarket operators.

Q40: Why are there limitations on trade? Clause 12.2 of the Lease.

A40: We presume this should actually be a reference to clause 7.17 of the lease. This is consistent with lease arrangements in the industry for major supermarket operators.

Q41: Why is rent not payable by Supabarn until after three month's trade?

A41: This is consistent with lease arrangements in the industry for major supermarket operators. Tenderers should make their own assessment of the rent free period.

Q42: Why is the rent not escalated from the signing of the AFL to the commencement of the lease?

A42: This is consistent with lease arrangements in the industry for major supermarket operators. Tenders should make their own assessment of the rent provisions.

Q43: Why should the landlord pay the tenants expenses including Union Membership Fees? Schedule 2 Partial Handover Expenses (g).

A43: This is consistent with lease arrangements in the industry for major supermarket operators. Tenderers should make their own assessment of the Partial Handover Expenses.



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Q44: Why can't the property be subdivided nor Unit titled? Clause 7.9 of the Lease.

A44: This is consistent with lease arrangements in the industry for major supermarket operators. Tenderers should make their own assessment of the provisions of the lease.

Q45: Why can't the landlord recover a Government car parking levy, if introduced, from the tenant? Clause 14.b of the Lease.

A45: The lessee is unaware of any proposal to introduce a car parking levy at the centre. Tenderers should make their own assessment of the provisions of the lease.



Land Development Agency

EVALUATION PLAN

FOR

REQUEST FOR TENDER

FOR

CASEY 4 ESTATE

000211

BLOCK 20 SECTION 1 CASEY

[7 March 2011]

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LAND DEVELOPMENT AGENCY – RFT for Block 20 Section 1 Casey – RFT Evaluation Plan

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1 BACKGROUND

- 1.1 The purpose of this Evaluation Plan is to provide guidance to officers and advisers involved in the evaluation of tenders submitted in response to a request for tender ("RFT") issued by the Land Development Agency ("LDA") to purchase the right of the grant of a Holding Lease for Block 20 Section 1 Division of Casey ("Casey 4 Estate")
- 1.2 Casey 4 Estate is located within the suburb of Casey in North Gungahlin and is the last section within the suburb of Casey to be released and developed. The site, approximately 21.35 hectares in area, lies adjacent to the existing suburbs of Nicholls and Ngunnawal. It is bounded by Clarrie Hermes Drive to the south and Horse Park Drive to the east.
- 1.3 The Holding Lease requires the developer to develop and construct the following works:
- (a) a commercial group centre which will include:
 - (i) a supermarket that will be operated by ALDI Foods Pty Limited (A.C.N. 086 210 039) ("ALDI");
 - (ii) a supermarket that will be operated by DTM Investments (ACT) Pty Ltd (A.C.N. 098 540 802) ("Supabarn");
 - (iii) a site suitable for a potential supermarket site that will be returned to the Territory;
 - (iv) a site suitable for commercial and community uses that will be returned to the Territory; and
 - (v) a site suitable for a licensed club that will be returned to the Territory;
 - (b) a site suitable for a service station;
 - (c) a residential area comprising of up to 500 dwellings; and
 - (d) all other works as specified in the Holding Lease and Deed of Agreement.
- 1.4 Further information about the Holding Lease and Deed of Agreement works can be found in sections 5 to 8 of the RFT and in the Deed of Agreement.

2 ROLES AND RESPONSIBILITIES

2.1 Introduction

- (a) The roles and responsibilities of LDA and external advisers to LDA in relation to the evaluation process are set out below. Where any of the persons specified below are unable to perform these roles and responsibilities, changes to the membership may be made with the agreement of the Decision Maker. Where this occurs, this must be documented by the Project Officer.

2.2 Project Officer

- (a) The LDA "Project Officer" for the RFT Process is Julia Forner, LDA Project Manager, Sales.
- (b) The Project Officer will be LDA's contact for the RFT Process.
- (c) The Project Officer is responsible for:
- (i) arranging correspondence with Tenderers for transmission through the Contact Officer;
 - (ii) liaising with the Sales Agent and seeking advice as required;
 - (iii) liaising with the Legal Adviser and seeking advice as required;
 - (iv) arranging Evaluation Committee meetings;
 - (v) preparing the minutes of Evaluation Committee meetings;
 - (vi) ensuring the security of RFT related documentation in accordance with paragraphs 3.8(a) and 3.8(b) of this Evaluation Plan; and
 - (vii) preparing a draft evaluation report in accordance with paragraph 11 of this Evaluation Plan.

2.3 Evaluation Committee

- (a) The Evaluation Committee will comprise the following members:

Role	Name
Chair	• Chloe Elvy LDA Project Director, South Gungahlin

LAND DEVELOPMENT AGENCY – RFT for Block 20 Section 1 Casey – RFT Evaluation Plan

Member	• Julia Forner LDA Project Manager, Sales • Marty Alsford LAPS Senior Manager, Land and Property Policy

(b) The role of the Evaluation Committee will be to:

- (i) evaluate the Tenders submitted in accordance with this Evaluation Plan and the RFT;
- (ii) recommend whether to exclude Tenders in accordance with the RFT;
- (iii) decide what further investigations are appropriate and supervise those investigations;
- (iv) seek advice as required;
- (v) debrief the unsuccessful Tenderers; and
- (vi) prepare an Evaluation Report in accordance with paragraph 11 of this Evaluation Plan and any related reports.

(c) The Chair of the Evaluation Committee is responsible for:

- (i) ensuring the evaluation process is conducted in an objective, fair and ethical manner;
- (ii) approving correspondence with Tenderers for transmission through the Contact Officer;
- (iii) overseeing the debriefing of unsuccessful Tenderers (with the assistance of the Evaluation Committee Members where necessary); and
- (iv) leading the evaluation process and overseeing the preparation and submission of an Evaluation Report in accordance with paragraph 11 of this Evaluation Plan and any related reports.

2.4 General Manager

- (a) The General Manager who will provide executive oversight of the conduct of the evaluation process is Matthew Kelly, LDA General Manager, Finance and Sales.
- (b) The General Manager is responsible for:
 - (i) overseeing the evaluation process, but may not direct the Evaluation Committee as to its evaluations;
 - (ii) seek advice from advisers, as required, and report to the Decision Maker in relation to the evaluation of Tenders;
 - (iii) provide high level advice to the Evaluation Committee; and
 - (iv) review the Evaluation Report and provide advice to the Decision Maker in the form of a General Manager's Report to the Decision Maker as to whether he endorses the report.

2.5 Decision Maker

- (a) The Decision Maker for this RFT process is John Robertson, LDA CEO. The Decision Maker is responsible for:
 - (i) reviewing the Evaluation Report;
 - (ii) making the decision of which Tenderer is the Preferred Tenderer;
 - (iii) making decisions to exclude any Tenderers from the RFT process; and
 - (iv) making any other necessary decisions on matters raised by the Evaluation Committee.

2.6 Legal Adviser

- (a) LDA has appointed the firm, Meyer Vandenberg Lawyers, to act as legal adviser in relation to the RFT Process ("Legal Adviser").
- (b) The Legal Adviser may assist the Evaluation Committee in relation to legal and regulatory matters and with ensuring that the legal aspects of all Tenders are analysed and considered appropriately. The Legal Adviser may also provide, when called upon, additional knowledge, experience or skills to facilitate the Evaluation Committee's capability and functional assessments.

LAND DEVELOPMENT AGENCY – RFT for Block 20 Section 1 Casey – RFT Evaluation Plan

- (c) The Legal Adviser's contact details are:

Attention: Stephanie Lynch

Location: Level 3
1 Farrell Place
Canberra City ACT 2601

Postal Address: GPO Box 764

Canberra City ACT 2601

Email: stephanie.lynch@meyervandenberg.com.au

Telephone: (02) 6279 4398

Facsimile: (02) 6279 4455

2.7 Sales Agent (Contact Officer)

- (a) LDA has appointed LJ Hooker Commercial as the sales agent for the RFT process ("Sales Agent").

- (b) The Sales Agent is the "Contact Officer" specified in the RFT.

- (c) The Sales Agent may assist the Evaluation Committee in relation to sales matters and ensuring that Tenders are analysed appropriately. The Sales Agent may also provide, when called upon, additional knowledge, experience or skills to facilitate the Evaluation Committee's assessments.

- (d) The Sales Agent's contact details are:

Attention: Mark Thompson

Address: LJ Hooker Commercial
Level 6, 28 University Avenue
Canberra City ACT 2600

Phone: (02) 6257 1400

Mobile: 0438 624 042

Email: mthompson@ljhc.com.au

2.8 Additional Specialists

- (a) The Evaluation Committee may call upon any LDA personnel or other consultants for additional specialist support (“Additional Specialists”).
- (b) It is the role of the supporting specialists to provide, when called upon, additional knowledge, experience or skills to facilitate the Evaluation Committee’s assessments.
- (c) Where “Additional Specialists” are called upon, this will be noted in the evaluation report.

3 GUIDING PRINCIPLES

3.1 Introduction

- (a) Although the RFT process does not give rise to a procurement, LDA requires that all officers involved in the evaluation process be fully aware of the principles specified in the *Government Procurement Act 2001* (ACT) with respect to ethics and fair dealing with parties submitting, or invited to submit, Tenders.
- (b) These probity principles are further articulated below.

3.2 Process

- (a) The evaluation will be conducted in a systematic way using a structured process to identify the Preferred Tenderer.

3.3 Adherence to evaluation criteria

- (a) In conducting the evaluation of Tenders, the Evaluation Committee will adhere to the evaluation criteria set out in the RFT.

3.4 Ethics and fair dealing

- (a) Tenderers are entitled to have their Tenders assessed ethically and fairly and for this to be seen to have been done. The following are critical to ensuring that this is achieved:
 - (i) establishing and maintaining a clear audit trail; and
 - (ii) maintaining independence and objectivity by the Evaluation Committee.
- (b) The Evaluation Committee and officers and advisers involved in the evaluation process will demonstrate complete impartiality to, and equitable treatment of, all Tenderers.

3.5 Audit trail

- (a) The evaluation process will provide a clear audit trail to:
 - (i) ensure that the process is fully documented;
 - (ii) demonstrate that the Evaluation Committee has acted objectively and logically; and
 - (iii) substantiate the basis for the recommendations in the Evaluation Report.
- (b) All Evaluation Committee meetings will be minuted and the Chair of the Evaluation Committee will sign the minutes as an accurate record prior to the following meeting. The minutes will be filed as part of the audit trail for the evaluation.
- (c) The Evaluation Committee will also prepare an Evaluation Report in accordance with paragraph 11 of this Evaluation Plan.

3.6 Gifts and entertainment

- (a) Evaluation Committee members will not solicit or accept gifts or entertainment from Tenderers at any stage during the RFT process.
- (b) Any such offers of gifts or entertainment will be reported to the Chair of the Evaluation Committee and the Decision Maker immediately.

3.7 Confidentiality

- (a) Tenders will be treated as confidential and will be kept secure and not be used so as to prejudice a fair, open and effective competition.
- (b) No discussion will occur with any person outside of the Evaluation Committee, the Legal Adviser, the Sales Agent or other advisers mentioned in this Evaluation Plan, regarding any aspect of the Tenders received or the evaluation process without the approval of the Chair of the Evaluation Committee or the Decision Maker.

3.8 Security

- (a) A dedicated, lockable container located within LDA offices will be used to store RFT related documentation supplied by Tenderers. This area will be maintained as a secure storage area in which sensitive documentation will be kept when not in active use.

- (b) All Tenders registered will be treated securely with access only provided to members of the Decision Maker, Evaluation Committee, General Manager, the Legal Adviser, the Sales Agent and Additional Specialists.

4 PREPARATION

4.1 Review RFT and Evaluation Plan

- (a) In order to ensure an orderly approach to the evaluation, the Evaluation Committee, the Legal Adviser, the Sales Agent and Additional Specialists will, as a minimum:
 - (i) read and understand the RFT;
 - (ii) understand the relationship between the RFT evaluation criteria and the RFT requirements; and
 - (iii) understand (as relevant to them) the evaluation processes outlined in this Evaluation Plan.

4.2 Confidentiality Deeds

- (a) Advisers to LDA including:
 - (i) the Legal Adviser;
 - (ii) the Sales Agent; and
 - (iii) Additional Specialists other than LDA personnel and members of the Evaluation Committee,

will complete and execute, at the outset of the evaluation process, or prior to their appointment to advise in relation to the evaluation process, a deed of confidentiality in the form set out at Schedule 2 of this Evaluation Plan.

- (b) LDA personnel are not required to execute a Deed of Confidentiality. LDA personnel and members of the Evaluation Committee are bound by their duties of confidentiality set out in their workplace agreements and the *Public Sector Management Act 1994 (ACT)*.

4.3 Conflict of Interest Declarations

- (a) All persons involved in the RFT process including:
 - (i) the Decision Maker;

- (ii) members of the Evaluation Committee;
- (iii) the Legal Adviser;
- (iv) the Sales Agent; and
- (v) Additional Specialists,

will complete and execute, at the outset of the evaluation process, or prior to their appointment to advise in relation to the evaluation process, the conflict of interest declarations in the form set out in Schedule 3 of this Evaluation Plan.

- (b) A conflict of interest will exist if:
 - (i) through any current or proposed future dealings or relationships with a Tenderer or any related body, a relevant person or their family, stands to gain a benefit or advantage from the outcome of the evaluation process; or
 - (ii) there is any other reason why a relevant person may not deal with a Tender or a Tenderer in an objective manner.
- (c) Where a conflict of interest arises after the completion of the declaration in the form of Schedule 3, as soon as it arises, an updated declaration of that conflict must be made to the Chair of the Evaluation Committee and the Decision Maker in the form set out in Schedule 3 of this Evaluation Plan.
- (d) On receipt of a declaration of an actual or potential conflict of interest the Chair of the Evaluation Committee and the Decision Maker in conjunction with the Legal Adviser will decide on the course of action to be taken to resolve the matter. If, in the opinion of the Chair of the Evaluation Committee and the Decision Maker, the conflict of interest is not able to be resolved, the person in relation to whom the conflict exists will be excluded from the RFT process.

5 EVALUATION OVERVIEW

5.1 Introduction

- (a) The evaluation process will be divided into the following phases:
 - (i) Receipt and registration of Tenders;
 - (ii) Stage 1 – Initial Compliance Check

- (iii) Stage 2 – Pass/Fail Criteria;
- (iv) Stage 3 – Highest Price;
- (v) Evaluation Report;
- (vi) Decision; and
- (vii) Notification and Debriefing.

5.2 Clarification

- (a) During the above phases, clarification of Tenders may be sought from Tenderers.
- (b) All requests for clarification will be in writing from the Sales Agent. The request for clarification will direct that answers from Tenderers will be in writing and submitted to the Sales Agent.
- (c) The Chair of the Evaluation Committee will consult the Legal Adviser prior to approving any clarification question.
- (d) Clarifications will focus on addressing any ambiguity, error or omission, which is relevant to the evaluation of the Tender. Where a clarification is of a more general nature, then advice/information will be requested from all Tenderers.
- (e) Clarification may be sought requesting further information or clarification of tenders where this information neither materially impacts on the conformance of the Tender nor alters the tendered price.

6 RECEIPT AND REGISTRATION OF TENDERS

6.1 Lodgement

- (a) Tenders must be lodged no later than **2.00pm** Canberra time on **8 March 2011** ("Tender Closing Time") at the Tender Box at:
 ACT Procurement Solutions Tender Box
 Ground Floor North
 Dame Pattie Menzies House
 16 Challis Street
 DICKSON ACT 2602

6.2 Registration of Tenders

- (a) Tenders will be opened as soon as practicable following the Tender Closing Time, in accordance with Procurement Solutions normal Tender opening procedure. At least one LDA staff member will be present at the opening of Tenders in addition to the two Procurement Solutions staff.
- (b) Each Tender will be recorded by Procurement Solutions on an Internal Tender Notice, which records the time and date of receipt along with the Tenderers details and Price tendered.
- (c) Two copies of the Internal Tender Notice will be printed, and signed by the LDA staff member and a Procurement Services staff member. On completion, the LDA will retain one copy of the signed Tender Notice and Procurement Solutions will retain the other.
- (d) The Tenders and the Internal Tender Notice will be delivered to the Project Officer by the LDA staff member present at Tender opening and secured in accordance with paragraph 3.8.

6.3 Late Tenders

- (a) In accordance with the RFT, late tenders will be registered separately and may be admitted to the evaluation process at the discretion of LDA.
- (b) The Evaluation Committee may, through the Sales Agent, ask Tenderers to provide information to assist in determining whether to accept late Tenders and Tenders lodged other than in compliance with the RFT.
- (c) In assessing whether to accept or reject any Tender, the Evaluation Committee will take into account all relevant factors including:
 - (i) whether the late Tenderer is likely to have had an opportunity to obtain some unfair advantage;
 - (ii) how late the Tender is;
 - (iii) the reasons given for the lateness and any evidence available; and
 - (iv) any evidence of unfair practice.

7 STAGE 1 – INITIAL COMPLIANCE CHECK

8.1 During Stage 1 of the evaluation process the Evaluation Committee will conduct the initial compliance check to assess whether Tenders are incomplete, non-compliant or non-competitive.

8.2 Tenders which, in the opinion of the Evaluation Committee:

- (a) do not include the information required in the Returnable Schedules;
- (b) are subject to any condition or requirement which is contrary to the requirements of the RFT;
- (c) are subject to a condition or requirement that further due diligence or other investigations must be performed after the Tender is submitted;
- (d) are not written in English;
- (e) are not in Australian dollars; or
- (f) are otherwise incomplete or non-compliant with the requirements of the RFT, for any reason,

may be considered incomplete or non-compliant Tenders by LDA and may be excluded from the RFT process by LDA in its sole and absolute discretion and may not proceed to Stage 2 of the evaluation process. Documents to be lodged are set out below and in paragraph 13.1 of the RFT:

Returnable Schedule	Submission Requirements
Returnable Schedule 1	One original (if a Consortium one original for each Consortium member) completed in accordance with the provisions of Returnable Schedule 1
Returnable Schedule 2	One original (if a Consortium one original for each Consortium member) completed and executed in accordance with the provisions of Returnable Schedule 2

Returnable Schedule 3	One original completed and executed in accordance with the provisions of Returnable Schedule 3 and 10% deposit
Returnable Schedule 4	Two originals completed and executed in accordance with the provisions of Returnable Schedule 4
Returnable Schedule 5	Two originals completed and executed in accordance with the provisions of Returnable Schedule 5

8 STAGE 2 – PASS/FAIL CRITERIA

9.1 During Stage 2 of the evaluation process, the Evaluation Committee will assess Tenders against the following Pass/Fail Criteria:

Returnable Schedule Number	Criteria
1	Tenderer Details A pass will be awarded if the Tenderer completes Returnable Schedule 1.
2	Declaration by Tenderer A pass will be awarded if the Tenderer completes and signs the statutory declaration substantially in the form at Returnable Schedule 2 in accordance with that schedule.
3	Contract for Sale A pass will be awarded if the Tenderer submits a completed and executed Contract for Sale and pays the Deposit in accordance with Returnable Schedule 3.

4	ALDI Agreement for Lease A pass will be awarded if the Tenderer submits a completed and executed ALDI Agreement for Lease in duplicate in accordance with Returnable Schedule 4.
5	Supabarn Agreement for Lease A pass will be awarded if Tenderer submits a completed and executed Supabarn Agreement for Lease in duplicate in accordance with Returnable Schedule 5.

9.2 Tenders that are awarded a fail for any of the above criteria may be excluded from the process by LDA in its sole and absolute discretion and may not proceed to Stage 3 of the evaluation process.

9.3 The Evaluation Committee will consider all relevant information provided in each Tender regardless of its location in the Tender.

9.4 Each member of the Evaluation Committee will independently review and assess each Tender. The Evaluation Committee will then meet to discuss their assessments and determine a consensus on whether or not each Tender satisfies each pass/fail criterion.

9 STAGE 3 – HIGHEST PRICE

10.1 During Stage 3 of the evaluation process, Tenderers will be ranked from highest to lowest price.

10 PREFERRED TENDERER

10.1 Subject to this RFT, the Tenderer that:

- (a) passes the compliance check in Stage 1 of the evaluation process;
- (b) passes all of the pass/fail criteria in Stage 2 of the evaluation process; and
- (c) offers the highest price for the right to the grant of the Holding Lease for the Land in Stage 3;

will be the "Preferred Tenderer" and the provisions of Part E of the RFT will apply.

- 10.2 The Sale of the Crown Lease for the Casey 4 Estate is subject to an undisclosed reserve price ("Reserve Price"). The Reserve price will be determined by the Delegate prior to the Tender closing. As per the legislative requirement that *the planning and land authority must not grant a lease other than for payment of an amount that is not less than the market value of the lease*, this will be determined in accordance with the LDA's Valuation Policy:

11 EVALUATION REPORT

11.1 Draft Report

- (a) The Chair of the Evaluation Committee, with the assistance as required of the Legal Advisor, will prepare a draft evaluation report.
- (b) The draft Evaluation Report will include the following:
 - (i) executive summary;
 - (ii) RFT process followed prior to Tender Closing Time;
 - (iii) evaluation process followed including a summary of any clarifications sought and details of any discussions with Tenderers;
 - (iv) Stage 1 – initial compliance check;
 - (v) Stage 2 - pass/fail criteria;
 - (vi) Stage 3 – highest price;
 - (vii) Preferred Tenderer;
 - (viii) copies of the assessment sheets for each Tender;
 - (ix) whether the Preferred Tenderer's price is above or below the Reserve Price; and
 - (x) recommendations in relation to negotiations with the Preferred Tenderer or exchange of the Contract for Sale in accordance with the RFT.

11.2 Final review

- (a) The Evaluation Committee will consider the draft Evaluation Report and agree any necessary amendments.
- (b) The Evaluation Committee will then sign the Evaluation Report.

12 GENERAL MANAGER REVIEW

- 12.1 The Chair of the Evaluation Committee will submit the Evaluation Report to the General Manager for endorsement of the Evaluation Committee's recommendations.
- 12.2 If the General Manager disagrees with any of the Evaluation Committee's recommendations set out in its Evaluation Report, the General Manager will record the disagreement and reasons in a General Manager's Report to the Decision Maker.

13 DECISION

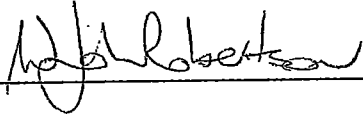
- 13.1 Prior to making a decision on any recommendation from the Evaluation Committee, the Decision Maker may seek clarification from the Evaluation Committee in relation to any matter relevant to the evaluation process or report.
- 13.2 If the Decision Maker disagrees with any of the Evaluation Committee's or General Manager's recommendations, the Decision Maker will record the disagreement and reasons in a Decision Maker's Report.

14 NOTIFICATION AND DEBRIEFING

- 14.1 Once the Preferred Tenderer has been approved by the Decision Maker:
- (a) unsuccessful Tenderers will be notified in writing and will be given the opportunity to be debriefed;
 - (b) the Preferred Tenderer will be notified in writing and will be requested to exchange Contracts for Sale or negotiate with LDA in accordance with the RFT.
- 14.2 Information provided at debriefings will be confined to details of the particular Tenderer's general performance against each evaluation criterion and ranking of price.

LAND DEVELOPMENT AGENCY – RFT for Block 20 Section 1 Casey – RFT Evaluation Plan

Approved as an evaluation plan



John Robertson

Decision Maker

Chief Executive Officer, Land Development Agency.

Date: 7/3/2011

SCHEDULE 1. CONFIDENTIALITY DEED

THIS DEED made the _____ day of _____ 2011.

PARTIES

1. Land Development Agency ABN 20 419 925 579 of Level 6 TransACT House, 470 Northbourne Avenue, Dickson in the Australian Capital Territory ('the LDA'); and
2. _____ of _____, ('the Recipient').

BACKGROUND

- A. The LDA possesses and owns certain confidential information as set out in this Deed.
- B. The Recipient will have access to the confidential information for the Specified Purpose.
- C. The parties have agreed on the terms and conditions set out in this Deed relating to the Recipient's access to the confidential information including the obligation of confidentiality.

OPERATIVE PROVISIONS**1. INTERPRETATION****1.1 Definitions**

In this Deed unless the contrary intention appears the following words have the following meanings:

- (a) **Deed** means this Deed and any variation made to it.
- (b) **Proprietary Information of the LDA** means any and all confidential and/or proprietary knowledge, data or information of the LDA or Tenderers or Potential Tenderers for the purposes of the Request for Tender.
- (c) **Request for Tender** means the request for tender for the sale of Block 20 Section 1 Casey.
- (d) **Specified Purpose** means to advise the LDA and its professional advisors with respect to the evaluation of Tenders for the Request for Tender.

2. OBLIGATIONS**2.1 Receiving of Proprietary Information**

The Recipient acknowledges that it may receive Proprietary Information of the LDA for the Specified Purpose.

2.2 Keep Confidential

In consideration of the mutual promises contained in this Deed, the Recipient agrees that it will keep and ensure that each of its employees keeps confidential the Proprietary Information of the LDA.

3. NON-DISCLOSURE & USE

3.1 Recipient to Ensure

The Recipient will not, and will ensure that its employees do not:

- (a) disclose all or any of the Proprietary Information of the LDA to any other person without the prior written consent of the LDA; or
- (b) use all or any of the Proprietary Information of the LDA otherwise than for the Specified Purpose.

3.2 Uncertainty

If the Recipient is uncertain as to whether any information is Proprietary Information of the LDA, the Recipient will treat the information as if it were Proprietary Information of the LDA.

3.3 Precautions

- (a) The Recipient will take all reasonable security and safekeeping precautions to maintain the confidentiality of and to prevent the disclosure or use of the Proprietary Information of the LDA.
- (b) The Recipient will take all reasonable steps to ensure that only those of its employees who have a need to know the Proprietary Information of the LDA receive such information and that its employees respect the obligations of non-use and non-disclosure provided herein.
- (c) The Recipient must not copy, reproduce or reduce to writing any part of the Proprietary Information of the LDA except as may be reasonably necessary for the use of the Proprietary Information of the LDA for the Specified Purpose. Any copies, reproductions or reductions to writing so made will remain the property of the LDA.

3.4 Unauthorised Disclosure or Use

The Recipient will immediately notify the LDA of any unauthorised disclosure or use of the Proprietary Information of the LDA of which the Recipient becomes aware, and will take all steps which the LDA may reasonably require in relation to such unauthorised disclosure or use.

3.5 Return of Proprietary Information

At the conclusion of the Specified Purpose, or otherwise upon the written request of the LDA, the Recipient will, at their own expense, immediately deliver to the LDA all records and materials (or copies thereof) containing or embodying the Proprietary Information of the LDA in the Recipient's possession or control, or in the possession or control of its employees or any other person to whom the Party has disclosed all or any of the Proprietary information (with or without the consent of the LDA).

4. EXCEPTIONS

4.1 Permitted Disclosure

The Recipient will not be bound to keep confidential any information if, and to extent that:

- (a) the information is acknowledged in writing by the LDA as being part of the public domain otherwise than by breach of this Deed by the Recipient;
- (b) the information is lawfully obtained by the Recipient from another person without any restriction as to its use and disclosure;
- (c) the information was in the Recipient's possession prior to disclosure to it by the LDA;
- (d) the information is required to be disclosed by the operation of any law, stock exchange, judicial or parliamentary body or governmental agency;
- (e) the LDA has authorised in writing the disclosure of the information (in which case the Recipient must comply with any conditions set out by the LDA in the authorisation); or
- (f) the information is disclosed by the LDA to the Recipient's sub-contractors, agents or professional advisers who have agreed to keep confidential the Proprietary Information of the LDA and executed a deed of confidentiality in favour of the LDA in the terms set out in this Deed.

4.2 Disclosure Required by Law etc

In the case of Proprietary Information of the LDA required to be disclosed in accordance with clause 4.1, the information can only be disclosed in accordance with the requirements of the operation of any law, stock exchange, judicial or parliamentary body or governmental agency but is not to be otherwise disclosed. The Recipient must give reasonable notice, being not less than 5 business days, to the LDA prior to any such disclosure to allow the Recipient to intervene and protect its interests in the Proprietary Information, should the LDA so desire.

4.3 List

The Recipient will keep a list of all persons and/or organisations to whom any Proprietary Information of the LDA is disclosed in accordance with clause 4.1 and will provide a copy of the list to the LDA if requested to do so by the LDA.

5. REMEDIES

5.1 Financial Loss

The Recipient acknowledges that the LDA would suffer financial and other loss and damage if the Proprietary Information of the LDA were disclosed to any other person or used for any purpose other than the Specified Purpose and that monetary damages would be an insufficient remedy.

5.2 Injunctive Relief

The Recipient acknowledges and accepts that, in addition to any other remedy which may be available in law or equity, the LDA is entitled to injunctive relief to prevent a breach of this Deed and to compel specific performance of this Deed.

5.3 Reimbursement

The Recipient will immediately reimburse the LDA for all costs and expenses (including legal costs and disbursements on a full indemnity basis) incurred in enforcing the obligations of the Recipient under this Deed.

6. INDEMNITIES

6.1 Indemnity for costs

The Recipient indemnifies the LDA against all costs, expenses, actions or claims directly or indirectly incurred or suffered by the LDA as a result of any breach of this Deed by the Recipient.

6.2 Scope of Indemnity

The indemnity in clause 6.1 extends to, and includes all costs, damages and expenses incurred by the LDA in defending and/or settling any such costs, expenses, actions, suits, proceedings, claims or demands (including legal costs and disbursements on a full indemnity basis).

7. GENERAL PROVISIONS

7.1 Cumulative Rights

The rights arising out of this Deed do not exclude, and are in addition to, any other rights of either Party, whether under legislation or common law.

7.2 Enforceability

Any clause or part of a clause of this Deed which is ineffective in any jurisdiction is ineffective only to that extent in that jurisdiction.

7.3 Severance

Where any clause or part of a clause of this Deed is ineffective, it may be severed without affecting any other part of this Deed.

7.4 Waiver

The non-exercise of or delay in exercising any power or right of a party does not operate as a waiver of that power or right, nor does any single exercise of a power or right preclude any other or further exercise of it or the exercise of any other power or right. A power or right may only be waived in writing, signed by the party to be bound by the waiver.

7.5 Variation

Any variation of this Deed must be in writing and signed by both Parties to be effective.

7.6 Successors

This Deed will bind the Recipient's successors and assigns for the benefit of the LDA, its successors and assigns.

7.7 Amendment

This Deed may only be amended or supplemented in writing, signed by the parties.

7.8 Counterparts

This Deed may be executed in any number of counterparts and all of those counterparts taken together constitute one and the same instrument.

8. COSTS**8.1 Costs**

Each party must pay their own costs of the preparation, negotiation, execution and carrying into effect of this Deed.

9. LAW AND JURISDICTION**9.1 Governing Law**

This Deed is governed by the law in force in the Australian Capital Territory.

9.2 Submission to Jurisdiction

The parties submit to the non-exclusive jurisdiction of the courts of the Australian Capital Territory and any courts which may hear appeals from those courts in respect of any proceedings in connection with this Deed.

EXECUTED AS AN AGREEMENT**LDA**

Executed by the LAND DEVELOPMENT

AGENCY by its authorised Delegate

in the presence of:

Signature of Witness

Signature of Delegate

Name of Witness

Name of Delegate

LAND DEVELOPMENT AGENCY – RFT for Block 20 Section 1 Casey – RFT Evaluation Plan

RECIPIENT

Signed Sealed and Delivered by [Insert
Name] in the presence of:

)

)

)

)

)

Name: Name

Signature of Witness

Name of Witness in full

SCHEDULE 2. CONFLICT OF INTEREST DECLARATION

1. I have been asked to disclose any interest that I may have which would preclude me from undertaking my role as:
 - (a) the Decision Maker; or
 - (b) a member of the Evaluation Committee formed in respect of the RFT process being undertaken by the LDA; or
 - (c) the Legal Adviser; or
 - (d) the Sales Agent; or
 - (e) an external adviser to the LDA ("Additional Specialist"),
 in relation to the RFT Process, other than the following:

.....

.....

.....

.....
2. To the best of my knowledge and belief I have not had, and do not have, any relationship, either personal or professional, with any Tenderer or Potential Tenderer, or employee or adviser of any Tenderer or Potential Tenderer, such that a Tenderer or Potential Tenderer, or any employee or adviser of a Tenderer or Potential Tenderer, or myself or a member of my direct family, could benefit personally in some way from the outcome of the RFT process.
3. I am aware of LDA's requirement for strict probity in the RFT process and if I subsequently discover that there is a relationship of a kind mentioned in paragraph 2 of this declaration with any Tenderer or Potential Tenderer, I will immediately update this declaration and provide it to the Chair of the Evaluation Committee.
4. I will also immediately report to the Chair of the Evaluation Committee any direct or indirect contact that I have with any Tenderer or Potential Tenderer, or any employee or adviser of any Tenderer or Potential Tenderer, which is not officially authorised, including any approach made to me in the way of a direct or implied offer of future employment or other benefit.

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LAND DEVELOPMENT AGENCY – RFT for Block 20 Section 1 Casey – RFT Evaluation Plan

Signed:

Name:

Address:

Dated the day of 2011

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LAND DEVELOPMENT AGENCY

REQUEST FOR TENDERS

CASEY 4 ESTATE –

BLOCK 20 SECTION 1 CASEY

**Tender Closing Time
2pm Local Canberra Time on 8 March 2011**



CANBERRA FIRST

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ATTACHMENT 1 – RETURNABLE SCHEDULES CHECKLIST

ATTACHMENT 2 – BACKGROUND DOCUMENTATION AND INFORMATION

RETURNABLE SCHEDULE 1 – TENDERER DETAILS

RETURNABLE SCHEDULE 2 – DECLARATION BY TENDERER

RETURNABLE SCHEDULE 3 – CONTRACT FOR SALE (REQUIREMENTS FOR COMPLETION)

RETURNABLE SCHEDULE 4 – ALDI AGREEMENT FOR LEASE (REQUIREMENTS FOR COMPLETION)

RETURNABLE SCHEDULE 5 – SUPABARN AGREEMENT FOR LEASE (REQUIREMENTS FOR COMPLETION)

PART A – OVERVIEW**1. LAND DEVELOPMENT AGENCY**

The LDA was established on 1 July 2003 and is governed by the *Planning and Development Act 2007* (ACT). It undertakes public land development, land sales and major development projects on behalf of the ACT Government.

2. INVITATION TO TENDER

The LDA invites Tenders for the purchase of the right to the grant of a Holding Lease over the Land.

3. KEY TERMS

In paragraphs 1 to 40, Attachments 1 and 2 and the Returnable Schedules of this RFT (excluding attachments to the Returnable Schedules) the following words have the following meanings:

“ACCC” means the Australian Competition and Consumer Commission;

“Affordable Housing Action Plan” means the ACT Government Affordable Housing Action Plan 2007;

“Agreements for Lease” means the ALDI Agreement for Lease and the Supabarn Agreement for Lease;

“ALDI” means ALDI Foods Pty Limited (A.C.N. 086 210 139);

“ALDI Agreement for Lease” means the Agreement for Lease at Returnable Schedule 4 of this RFT;

“Background Documentation and Information” means the Background Documentation and Information at Attachment 2 of this RFT;

“Contact Officer” means the contact officer specified in paragraph 15 of this RFT;

“Contract for Sale” means the Contract for Sale for the Land at Returnable Schedule 3 of this RFT;

“Declaration by Tenderer” means the Declaration by Tenderer at Returnable Schedule 2 of this RFT;

“Deed of Agreement” means the draft Deed of Agreement for the Land forming part of the Holding Lease annexed to the Contract for Sale;

“Developer” means the successful Tenderer for the Land;

“EPBC Act” means the *Environmental Protection and Biodiversity Conservation Act 1999* (Cth);

“Holding Lease” means the draft Holding Lease for the Land annexed to the Contract for Sale;

“Land” means Block 20 Section 1 Division of Casey;

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"LDA" means the Land Development Agency;

"Offer" has the meaning set out in paragraph 2 and paragraph 23.1 of this RFT;

"Offer Period" means the period from Tender Closing Time to **30 June 2011**;

"Potential Tenderer" means a person considering lodging a Tender;

"Preferred Tenderer" means the Tenderer that is the Preferred Tenderer in accordance with paragraph 22 of this RFT;

"RFT" means this Request for Tender including all attachments and Returnable Schedules to this RFT;

"Statutory Declaration" means the Declaration by Tenderer at Returnable Schedule 2;

"Supabarn" means DTM Investments (ACT) Pty Ltd (A.C.N. 098 540 802);

"Supabarn Agreement for Lease" means the Agreement for Lease with Supabarn at Returnable Schedule 5 of this Request for Tender;

"Tender" means a response to this RFT;

"Tender Closing Time" means the time specified in paragraph 12.1 of this RFT;

"Tenderer Details" means the Tenderer Details at Returnable Schedule 1;

"Tenderer" means a person who has submitted a Tender or a Potential Tenderer as the context requires;

"Territory" means the Australian Capital Territory; and

"Territory Plan" means the *Territory Plan 2008* (ACT).

4. DEVELOPMENT OPPORTUNITY OVERVIEW

4.1. The Land is located within the suburb of Casey in North Gungahlin and is the last section within the suburb of Casey to be released and developed. The site, approximately 21.35 hectares in area, lies adjacent to the existing suburbs of Nicholls and Ngunnawal. It is bounded by Clarrie Hermes Drive to the south and Horse Park Drive to the east.

4.2. The Holding Lease requires the developer to develop and construct the following works:

- (a) a commercial group centre which will include:
 - (i) a supermarket that will be operated by ALDI;
 - (ii) a supermarket that will be operated by Supabarn;
 - (iii) a site suitable for a potential supermarket site that will be returned to the Territory;
 - (iv) a site suitable for commercial and community uses that will be returned to the Territory; and
 - (v) a site suitable for a licensed club that will be returned to the Territory;
- (b) a site suitable for a service station;
- (c) a residential area comprising of up to 500 dwellings (20% of these dwellings to be sold as affordable dwellings as specified in paragraph 8 below); and

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- (d) all other works as specified in the Holding Lease and Deed of Agreement.
- 4.3. Further information about the Holding Lease and Deed of Agreement works can be found in paragraphs 5 to 8 of this RFT and in the Deed of Agreement.

5. SPECIFIC DEVELOPMENT REQUIREMENTS- SUPERMARKETS

- 5.1. The ACT Government has formulated a supermarket policy which aims to achieve a competitive and diverse supermarket sector. In accordance with the Department of Land and Property Services ACT Supermarket Competition Policy Implementation Plan, the ACT Government requires two independent supermarkets to operate supermarkets on the Land. Further information in relation to the above requirements can be found in Annexure A3 of the Deed of Agreement.
- 5.2. Tenderers will be required to submit a completed and executed ALDI Agreement for Lease and Supabarn Agreement for Lease (both in duplicate) with their Tender (see Returnable Schedules 4 and 5).
- 5.3. There will not be any negotiation available on the terms of the ALDI Agreement for Lease or the Supabarn Agreement for Lease and the terms of those documents are final.

6. SPECIFIC DEVELOPMENT REQUIREMENTS- SITES TO BE HANDED BACK

- 6.1. The Developer will be required to develop the following three sites and then return them to the Territory in accordance with the terms of the Deed of Agreement;
- (a) a minimum 1.9 hectare regular shaped serviced block suitable to accommodate a licensed club, three bowling greens, tennis courts and car parking;
 - (b) a minimum 1.2 hectare regular shaped serviced block suitable to accommodate commercial and community uses; and
 - (c) a minimum 1.3 hectare regular shaped serviced block suitable to accommodate a site for a potential supermarket at Site A in the Specific Planning Requirements Plan in Annexure A2 of the Deed of Agreement.
- 6.2. Further information in relation to the above requirements can be found in clauses A2.1.3 and A2.5.3 of the Deed of Agreement.

7. TIMING OF DEVELOPMENT

- 7.1. The Developer will be required to adhere to the following development timings in addition to any other specifications included in the Holding Lease and Deed of Agreement:
- (a) commence construction of the whole of the works within 24 months of the date of the execution of the Deed of Agreement and complete the construction of the whole of the works within 6 years from the date of execution of the Deed of Agreement;
 - (b) complete the off-site works detailed in clause A2.3.2 within thirty six (36) months of the date of execution of the Deed of Agreement;
 - (c) commence construction of an approved development incorporating supermarket Site B and Site C within 12 months and complete the construction of the approved development within 24 months of the commencement date set out in the consequent lease; and
 - (d) the three serviced blocks that are to be returned to the Territory in accordance with clause A2.5.3 must be handed back within 3 years of the date of execution of the Deed of Agreement.

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7.2. Tenderers should specifically note some of the penalties for non-compliance with the development requirements:

- (a) if the off-site works detailed in clause A2.3.2 are not completed within 36 months of the date of execution of the Deed of Agreement no further consequential leases shall be issued until the works are completed to the satisfaction of the Territory;
- (b) leases for up to 20% of the total number of dwelling units will be withheld until clauses A2.1.7.4 and A2.5.3 have been fulfilled to the satisfaction of the estate manager; and
- (c) unless each of the subleases of the supermarket buildings constructed in accordance with the Agreements for Lease have been registered on the land titles register within 41 months of the date of the Deed of Agreement, leases for up to 20% of the total number of dwelling units will be withheld until registration of both subleases occurs.

7.3. Further information in relation to the above requirements can be found in Annexure 3 and clause 4.1.3 of the Deed of Agreement.

8. AFFORDABLE HOUSING REQUIREMENTS

8.1. Tenderers are reminded of the Territory's affordable housing requirements pursuant to the Affordable Housing Action Plan. Clause A2.1.7.4.2 of the Deed of Agreement requires the Developer to ensure that:

- (a) no less than ten per cent (10%) of the blocks in the estate (excluding blocks which are subdivided under a registered unit plan) will be of an average size not exceeding 200 square metres; and
- (b) no less than twenty per cent (20%) of the total dwellings sold to end users are affordable dwellings.

9. BACKGROUND DOCUMENTATION AND INFORMATION

9.1. The Background Documentation and Information is provided for information only.

9.2. The LDA makes no warranty as to the accuracy or completeness of the Background Documentation and Information.

9.3. By submitting a Tender, Tenderers warrant that they have made their own enquiries regarding the Land, its value and its suitability for development and they warrant that they have not tendered in reliance on the Background Documents and Information included in this RFT.

9.4. Tenderers should seek legal and financial advice prior to lodging a Tender.

10. INSPECTION OF THE LAND

10.1. Inspections of the Land may only be conducted by appointment through the Contact Officer.

10.2. The LDA will be allocating a date and time during the week commencing **14 February 2011** for a section of the Land to be available to Tenderers for inspection of the Land, including several open test pits that have been logged by a geotechnical engineer.

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10.3. Tenderers must contact the Contact Officer in writing by close of business on **11 February 2011** to indicate their interest in attending this inspection of the Land. The Contact Officer will distribute details of the date and time of inspection only to those Tenderers that have registered their interest in accordance with this paragraph 10.

11. TIMING

11.1. The following is a timetable for the sale process:

Task	Date
RFT Release	29 January 2011
Notify Contact Officer of Tenderer interest in inspection of the Land	11 February 2011 (by close of business)
Inspection of Land for those Tenderers that have notified interest	Week commencing 14 February 2011 (at date and time advised by Contact Officer)
Last day for asking clarification questions	21 February 2011
Tender Closing Time	8 March 2011
Notify Preferred Tenderer and Exchange Contracts	29 March 2011 (indicative date only)
Notify Unsuccessful Tenderers	5 April 2011 (indicative date only)

11.2. These dates are subject to change at the sole and absolute discretion of the LDA.

PART B – LODGING TENDERS**12. LOCATION OF TENDER BOX AND TENDER CLOSING TIME**

12.1. Tenders must be lodged by no later than **2pm** local Canberra time in the Australian Capital Territory on **8 March 2011**.

12.2. Tenders must be enclosed in a plain envelope endorsed with "Land Development Agency Casey 4 Estate — Block 20 Section 1 Casey" and be delivered to the Tender Box at:

ACT Procurement Solutions Tender Box
Ground Floor North
Dame Pattie Menzies House
16 Challis Street
DICKSON ACT 2602

12.3. Tenders must not be lodged via email or facsimile.

12.4. The Tender Closing Time may be extended by the LDA by issuing an addendum in accordance with paragraph 17 of this RFT.

13. DOCUMENTS TO BE LODGED

13.1. Tenders must contain the following documentation completed in accordance with this RFT in hard copy:

Returnable Schedule	Submission Requirements
Returnable Schedule 1	One original (if a Consortium one original for each Consortium member) completed in accordance with the provisions of Returnable Schedule 1
Returnable Schedule 2	One original (if a Consortium one original for each Consortium member) completed and executed in accordance with the provisions of Returnable Schedule 2
Returnable Schedule 3	One original completed and executed in accordance with the provisions of Returnable Schedule 3 and 10% deposit
Returnable Schedule 4	Two originals completed and executed in accordance with the provisions of Returnable Schedule 4
Returnable Schedule 5	Two originals completed and executed in accordance with the provisions of Returnable Schedule 5

13.2. The above table contains an overview of the submission requirements only. More detailed requirements are set out in the other sections of this RFT.

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14. NON-COMPLIANT LODGEMENT OF TENDER

14.1. Tenders lodged other than in compliance with this RFT:

- (a) may be registered separately; and
- (b) may be excluded from evaluation or admitted to evaluation by the LDA at its sole and absolute discretion.

PART C – ADDITIONAL INFORMATION AND VARIATIONS TO RFT**15. LDA POINT OF CONTACT**

15.1. The Contact Officer named below ("the Contact Officer") is the only LDA point of contact for all matters pertaining to this RFT and the evaluation of Tenders.

15.2. The Contact Officer is:

Name: Mark Thompson
LJ Hooker Commercial Canberra
Address: Level 6, 28 University Avenue
Canberra City ACT 2600
Phone: (02) 6257 1400
Mobile: 0438 624 042
Email: mthompson@ljhc.com.au

15.3. Tenderers must direct all communications through the Contact Officer unless otherwise advised. Any unauthorised communication with the LDA by a Tenderer may lead to the exclusion by LDA of the Tenderer's Tender from further consideration.

15.4. Any notice given by the Tenderer to the LDA will be effective upon receipt only if in writing and delivered to the Contact Officer at the address specified above.

16. CLARIFICATION QUESTIONS PRIOR TO TENDER CLOSING TIME

16.1. All clarification questions and enquiries are to be forwarded in writing directly to the LDA's Contact Officer.

16.2. If a Tenderer believes that it has found a discrepancy, error, ambiguity, inconsistency or omission in the RFT or any other information given or made available by the LDA, the Tenderer should promptly notify the Contact Officer setting out the issue in sufficient detail so that the LDA may take the corrective action, if any, it considers appropriate.

16.3. The preferred method of contact for clarification questions is via email.

16.4. The Contact Officer will circulate any questions or enquiries and the response to those questions and enquiries to all Tenderers who have registered with the LDA to receive a copy of this RFT without revealing the source of the inquiry.

16.5. All enquiries must be received by the Contact Officer by **5.00pm on 21 February 2011**. Enquiries received after this time may not be responded to.

16.6. The LDA may deliver any written notification to a Tenderer by sending it to, leaving it at, or causing it to be left at:

- (a) the postal or email address of that Tenderer; or
- (b) the postal or email address provided by that Tenderer to the Contact Officer.

16.7. The information provided in the answers to clarification questions will be provided by ACT government agencies with the required expertise. The LDA makes no warranty or representation as to the accuracy or completeness of the information provided by other agencies in response to such questions.

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17. ADDENDA

17.1. The LDA may issue addenda to this RFT for any purpose.

17.2. Tenderers must acknowledge receipt of all addenda as part of completing and signing the Declaration by Tenderer set out in Returnable Schedule 2 of this RFT.

17.3. All addenda issued will become part of the RFT and Tenderers must respond to this RFT as amended by all addenda.

PART D – EVALUATION OF TENDERS**18. OVERVIEW**

18.1. The evaluation of Tenders will be conducted in three stages:

- (a) Stage 1 – an initial compliance check in accordance with paragraph 19 of this RFT;
- (b) Stage 2 – an evaluation against the Pass/Fail Criteria in accordance with paragraph 20 of this RFT; and
- (c) Stage 3 – an assessment of the highest price in accordance with paragraph 21 of this RFT.

19. STAGE 1 – INITIAL COMPLIANCE CHECK

19.1. During Stage 1 of the evaluation process, the LDA will assess whether Tenders are incomplete, non-compliant or non-competitive.

19.2. Tenders which, in the opinion of the LDA:

- (a) do not include the information required in the Returnable Schedules;
- (b) are subject to any condition or requirement which is contrary to the requirements of this RFT;
- (c) are subject to a condition or requirement that further due diligence or other investigations must be performed after the Tender is submitted;
- (d) are not written in English;
- (e) are not in Australian dollars; or
- (f) are otherwise incomplete or non-compliant with the requirements of this RFT or are non-competitive for any reason,

may be considered incomplete, non-compliant or non-competitive Tenders by the LDA and may be excluded from the RFT process by the LDA in its sole and absolute discretion and may not proceed to Stage 2 of the evaluation process.

20. STAGE 2 - PASS/FAIL CRITERIA

20.1. During Stage 2 of the evaluation process, the LDA will assess Tenders against the following Pass/Fail Criteria.

Returnable Schedule Number	Criteria
1	Tenderer Details A pass will be awarded if the Tenderer completes Returnable Schedule 1.

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Returnable Schedule Number	Criteria
2	Declaration by Tenderer A pass will be awarded if the Tenderer completes and signs the statutory declaration substantially in the form at Returnable Schedule 2 in accordance with that schedule.
3	Contract for Sale A pass will be awarded if the Tenderer submits a completed and executed Contract for Sale and pays the Deposit in accordance with Returnable Schedule 3.
4	ALDI Agreement for Lease A pass will be awarded if the Tenderer submits a completed and executed ALDI Agreement for Lease in duplicate in accordance with Returnable Schedule 4.
5	Supabarn Agreement for Lease A pass will be awarded if the Tenderer submits a completed and executed Supabarn Agreement for Lease in duplicate in accordance with Returnable Schedule 5.

20.2. Tenders that are awarded a fail for any of the above criteria may be excluded from the process by the LDA in its sole and absolute discretion and may not proceed to Stage 3 of the evaluation process.

20.3. Tenderers who submit Returnable Schedules subject to conditions or requirements with amendments may be awarded a fail in one or more of the above criteria, as appropriate, at LDA's sole and absolute discretion. Tenderers should seek clarification concerning any proposed amendments to conditions prior to submitting their Tenders.

21. STAGE 3 – HIGHEST PRICE

21.1. During Stage 3 of the evaluation process, Tenderers will be ranked from highest to lowest price.

22. PREFERRED TENDERER

22.1. Subject to this RFT, the Tenderer that:

- (a) passes the compliance check in Stage 1 of the evaluation process;
- (b) passes all of the pass/fail criteria in Stage 2 of the evaluation process; and
- (c) offers the highest price for the right to the grant of the Holding Lease for the Land in Stage 3;

will be the "Preferred Tenderer" and the provisions of Part E of this RFT will apply.

PART E – ACCEPTANCE OF OFFER**23. STANDING OFFER**

- 23.1. A Tender constitutes an offer to purchase the right to the grant of a Holding Lease for the Land on the terms and conditions set out in the completed and executed Contract for Sale and Agreements for Lease submitted with the Tenderer's Tender. The Offer is capable of immediate acceptance by the LDA, ALDI and Supabarn (as the case requires) so as to form a binding agreement.
- 23.2. By lodging a Tender, the Tenderer agrees that the Tenderer's Offer remains open for acceptance by the LDA, ALDI and Supabarn for the duration of the Offer Period.
- 23.3. Notice by the LDA to any Tenderer that it is not the Preferred Tenderer will not constitute the rejection of that Tenderer's Offer.

24. UNDISCLOSED RESERVE PRICE AND AGREEMENTS FOR LEASE

- 24.1. The sale of the right to the grant of the Holding Lease is subject to an undisclosed reserve price ("Reserve Price") and ALDI and Supabarn's execution of the respective Agreements for Lease executed by the Preferred Tenderer. Notwithstanding that ALDI and Supabarn have agreed to the terms of their Agreements for Lease, the LDA makes no warranty or guarantee that ALDI and Supabarn will execute the Agreements for Lease submitted with the Preferred Tenderer's Tender.

25. ACCEPTANCE OF OFFER

- 25.1. On or about **29 March 2011**, the LDA will accept the Preferred Tenderer's Offer if:
- (a) the Preferred Tenderer's price specified in the Contract for Sale included in its Tender is above the Reserve Price; and
 - (b) ALDI and Supabarn have executed the Agreements for Lease executed by the Preferred Tenderer.
- 25.2. LDA will accept a Tenderer's Offer by:
- (a) providing the Tenderer with written notice that it is the Preferred Tenderer; and
 - (b) enclosing with such notice, the Contract for Sale executed and dated by the LDA.
- 25.3. The Contract for Sale will be deemed to be exchanged on the date of the written notice provided by the LDA in accordance with paragraph 25.2(a) of this RFT and the Contract for Sale will be dated accordingly. The ALDI and Supabarn Agreements for Lease will be dated on the date of Completion of the Contract for Sale.
- 25.4. If any of the conditions in paragraph 25.1 have not been satisfied, the LDA may notify the Preferred Tenderer in writing accordingly and invite the Preferred Tenderer to negotiate with the LDA on the sale of the land. The period for negotiation will end 7 days following such notification.
- 25.5. Following the cessation of the period of negotiation referred to in paragraph 25.4 of this RFT the LDA may engage in detailed discussions and negotiations (including parallel negotiations) with 1 or more Tenderers with the goal of maximising the price and achieving the ACT's policy objectives, and/or may accept any Tenderer's Offer in accordance with paragraph 25.2 of this RFT at its sole and absolute discretion.

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26. FAILURE TO EXCHANGE CONTRACTS FOR SALE

- 26.1. If Contracts for Sale are not exchanged as a result of this RFT process, without prejudice to any other right of the LDA under this RFT or at law, the further use or sale of the Land will be at the LDA's sole and absolute discretion.

PART F – TERMS AND CONDITIONS

27. RFT DOCUMENTS

27.1. This RFT is and will remain the property of the LDA and may only be used by Tenderers for the purpose of preparing a Tender.

27.2. Ownership of all intellectual property in all materials prepared by or on behalf of the Tenderer in submitting its Tender will remain with the Tenderer.

28. CONFIDENTIALITY

28.1. In this paragraph 28 "confidential information" means information provided by a Tenderer which the LDA has acknowledged to be confidential to that Tenderer.

28.2. In giving effect to the principles of open and accountable government, the Australian Capital Territory may disclose documents and information unless it has otherwise agreed, or is otherwise required under law, to keep the information confidential.

28.3. Except as provided elsewhere in this RFT, the Australian Capital Territory will not disclose confidential information to anyone without the prior written consent of the Tenderer (to which consent must not be unreasonably withheld) unless the confidential information:

- (a) is required or authorised to be disclosed under law;
- (b) is reasonably necessary for the enforcement of the criminal law;
- (c) is disclosed to the LDA's solicitors, auditors, insurers or advisers;
- (d) is generally available to the public;
- (e) is in the possession of the Australian Capital Territory without restriction in relation to disclosure before the date of receipt from the Tenderer;
- (f) is disclosed by the responsible Minister in reporting to the ACT Legislative Assembly or its committees; or
- (g) is disclosed to the ombudsman or for a purpose in relation to the protection of the public revenue.

28.4. Without prejudice to any other right of the LDA under this RFT or at law, the LDA may disclose or allow the disclosure of any information contained in or relating to any Tender (at any time) for any of the following purposes:

- (a) evaluating or clarifying the Tender;
- (b) evaluating any subsequent offer;
- (c) negotiating an agreement;
- (d) managing an agreement following its execution;
- (e) referring any material requested by the ACCC and the use by the ACCC of that material to conduct any review it deems necessary; or
- (f) anything else related to the above purposes, including responding to any challenge to the RFT process, or audit.

28.5. Subject to this paragraph 28, all documents provided by Tenderers will be held in confidence so far as circumstances permit.

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29. STATEMENTS

- 29.1. Tenderers must not make any public statement in relation to this RFT or any other matter referred to in this RFT without the prior written permission of the LDA.

30. SECURITY, PROBITY AND FINANCIAL CHECKS

- 30.1. The LDA may perform security, probity and financial investigations and procedures in relation to any Tenderer, its employees, officers, partners, associates, subcontractors or related entities including consortium members and their officers, employees and subcontractors. Tenderers must provide, at their cost, all reasonable assistance to the LDA in this regard, including access to their financial advisors and auditors as requested by the LDA.

31. CONFLICTS OF INTEREST

- 31.1. Where a Tenderer identifies that a conflict of interest exists or might foreseeably arise in respect of its Tender, the Tenderer must identify that actual or potential conflict of interest in its Declaration by Tenderer at Returnable Schedule 2.
- 31.2. Tenderers should be aware that a conflict of interest may exist, for example, if the Tenderer or any of its personnel have a relationship (whether professional, commercial or personal) with another party who is able to influence the RFT process (such as the LDA personnel or advisers).
- 31.3. If at any time prior to exchange of the Contract for Sale, an actual or potential conflict of interest arises or may arise for any Tenderer, that Tenderer must immediately notify the LDA in writing.
- 31.4. If any conflict of interest exists or might arise for a Tenderer, the LDA may:
- (a) enter into discussions to seek to resolve such conflict of interest;
 - (b) exclude and disregard the Tender submitted by such a Tenderer from the RFT process; or
 - (c) take any other action it considers appropriate.

32. TENDERER CONDUCT**False and Misleading Claims**

- 32.1. Tenderers are advised that giving false or misleading information is an offence.
- 32.2. The LDA may reject any Tender lodged by or on behalf of a Tenderer which is found to have made a false or misleading claim or statement.

Collusive Bidding

- 32.3. Tenderers, consortium members and their respective officers, employees, agents and advisers must not engage in:
- (a) collusive bidding (other than bidding by consortia to the extent permitted by this RFT);
 - (b) anticompetitive conduct; or
 - (c) any other similar unlawful conduct with any other Tenderer or any other person in relation to the preparation or lodgement of their Tender.

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- 32.4. In addition to any other remedies available, the LDA may reject any Tender lodged by a Tenderer which is engaging or has engaged in any collusive bidding, anti-competitive conduct or any other similar conduct with any other Tenderer or any other person in relation to the preparation or lodgement of its Tender and may also involve the ACCC to provide assistance to the LDA in relation to any competition issues concerning a Tenderer or related to a Tender.

Unlawful Inducements

- 32.5. Tenderers and their officers, employees, agents or advisers must not have violated and must not violate any applicable laws or published policies of the LDA or the Australian Capital Territory regarding the offer and/or payment of inducements in connection with the preparation of their Tender.

Improper Assistance

- 32.6. Tenderers must not communicate with nor solicit information concerning or relating to the RFT process from officers, employees, agents and advisers of the LDA or of the Australian Capital Territory, except through the Contact Officer.

33. RETURN OF INFORMATION

- 33.1. The LDA may require that, at any stage, all written or electronically stored information provided to Tenderers (whether confidential or otherwise and without regard to the type of media on which such information was provided to any Tenderer) and all copies of such information made by Tenderers be:
- (a) returned to the LDA in which case the Tenderer must promptly return all such information to the address identified by the LDA; or
 - (b) destroyed by the Tenderer in which case the Potential Tenderer or Tenderer must promptly destroy all such information and provide the LDA with written certification that the information has been destroyed.

34. NO CONTRACT OR UNDERTAKING

- 34.1. Nothing in this RFT will be construed to create any binding contract (express or implied) between the LDA, ALDI or Supabarn and any Tenderer until a formal written agreement, if any, is entered into by the parties and dated. Any conduct or statement whether prior to or subsequent to the issue of this RFT is not, and this RFT is not, and will not be deemed to be:
- (a) an offer to contract by the LDA, ALDI or Supabarn; or
 - (b) a binding undertaking of any kind by the LDA, ALDI or Supabarn (including, without limitation, an undertaking that could give rise to any promissory estoppel, quantum meruit or on any other contractual, quasi contractual or restitutionary grounds or any rights with a similar legal or equitable basis whatsoever).

35. LIMITATION OF LIABILITY

- 35.1. Participation in any stage of this RFT process or in relation to any matter concerning this RFT process will be at each Tenderer's sole risk, cost and expense. The LDA will not be responsible in any circumstance for any costs or expenses incurred by any Tenderer in preparing or lodging a Tender or in taking part in the RFT process or taking any action related to the RFT process.

35.2. Neither the LDA nor its officers, employees or advisers will be liable to any Tenderer on the basis of any promissory estoppel, quantum meruit or on any other contractual, quasi contractual or restitutionary grounds or any rights with a similar legal or equitable basis whatsoever or in negligence as a consequence of any matter or thing relating or incidental to a Tenderer's participation in the RFT process, including, without limitation, instances where:

- (a) a Tenderer's Offer (or part of its Offer) is not accepted;
- (b) the LDA varies or terminates this RFT process or any negotiations with a Tenderer;
- (c) the LDA decides not to sell the right to the grant of the Holding Lease;
- (d) the LDA exercises or fails to exercise any of its other rights under or in relation to this RFT; or
- (e) the LDA makes information available or provides information to a Tenderer relating to any other Tenderer's assets, procedures, and plans, Tenders or any other future arrangements.

36. THE LDA'S RIGHTS

36.1. The LDA may accept or reject any Tender regardless of compliance or non-compliance with this RFT.

36.2. Without limiting its rights at law or otherwise, and according to such processes as it may determine to be appropriate, the LDA may:

- (a) amend this RFT;
- (b) seek amended Tenders;
- (c) consider and accept or reject any Tender that does not comply with this RFT;
- (d) suspend, terminate or cease to proceed with the RFT process;
- (e) vary or extend any time or date in this RFT for all or any Tenderer or other persons;
- (f) terminate further participation in the RFT process by any Tenderer for any reason, regardless of whether the Tender submitted conforms with the requirements of this RFT;
- (g) negotiate with any one or more Tenderers (including negotiating with all Tenderers without short listing) and allow any Tenderer to change its Tender;
- (h) terminate any negotiations being conducted with any Tenderer;
- (i) require additional information or clarification from any Tenderer or anyone else or provide additional information or clarification;
- (j) add to, alter, delete or reduce aspects of the sale of the Holding Lease for the Land or decide not to proceed with the sale of the Holding Lease for the Land;
- (k) publish or disclose the names of Tenderer(s) (whether successful or unsuccessful); or
- (l) allow or not allow a change to the membership of any Tenderer or allow or not allow a related body corporate to take over a Tender in substitution for the original Tenderer.

36.3. The LDA may forward any request for clarification of, and any reply concerning the meaning of, the content of this RFT to all known Tenderers on a non-attributable basis.

36.4. Any time or date in this RFT is for the sole convenience of the LDA and does not create an obligation on the part of the LDA to take any action nor confer upon any Tenderer a right to assume that any action will or must be taken on the date established.

36.5. Without limiting its rights under this paragraph 36, the LDA may conduct negotiations with any or all of the Tenderers after the Tender Closing Time specified in paragraph 12.1 of this RFT. In these negotiations, the LDA may seek variations to an offer or may seek supplementary Tenders in respect of any changes to the originally stated requirements.

36.6. Where this RFT provides that the LDA “may” do a thing, it may do so in its absolute discretion, at any time and without having to notify any Tenderer or provide reasons.

37. DEBRIEFING OF TENDERERS

37.1. Tenderers may request an oral debriefing following the conclusion of the RFT process.

37.2. Tenderers:

- (a) requiring a debriefing should contact the Contact Officer;
- (b) will be debriefed against the evaluation criteria contained in this RFT; and
- (c) will not be provided with information concerning other Tenders, except for publicly available information and except in so far as comparative statements can be made without breaching confidentiality.

38. APPLICABLE LAW

38.1. The law applying in the Australian Capital Territory applies to this RFT and to the RFT process. Each Tenderer must comply with all relevant laws and with Australian Capital Territory policy in preparing and lodging its Tender and taking part in the RFT process.

39. ERRORS OF FORM

39.1. If, between opening a Tender and making a decision on the outcome of the RFT process, the LDA discovers what appears to be an unintentional error of form in the Tender, the LDA may, in its absolute discretion, allow the Tenderer to correct that unintentional error of form. However, if the LDA provides any Tenderer with the opportunity to correct unintentional errors of form after the Tender Closing Time, it will provide the same opportunity to all other Tenderers who are in the same position.

39.2. For the avoidance of doubt, a Tenderer's Offer is still capable of acceptance by the LDA notwithstanding that it contains an unintentional error of form.

40. INCONSISTENCY

40.1. In the event of any inconsistency between paragraphs 1 to 39 of this RFT and the Holding Lease and Deed of Agreement, the Holding Lease and Deed of Agreement prevail.

w:\100043329\p070.docx

From: Alsford, Marty
Sent: Wednesday, 9 February 2011 9:42 AM
To: Elvy, Chloe
Subject: Industry briefing

Hi Chloe,, George T has cleared the attached speaking notes. Greg will speak to them and I will accompany him. I have offered to prepare a PowerPoint for Greg but he just wants a large map of Casey 4 on display so he can refer to it.

Can you please get MVB to run their eyes over the attached notes.

Marty

Marty Alsford
 Senior Manager
 Strategic Project Facilitation
 Department of Land and Property Services
 Ph 02 6205 9889
 Fax 02 6205 4835

From: Elvy, Chloe
Sent: Tuesday, 8 February 2011 4:23 PM
To: Alsford, Marty
Subject: Casey 4 RFT

Marty,
 Below is a cut and paste from the RFT overview re supermarkets. You might want to copy some of the words from this.
 Chloe

The ACT Government has formulated a supermarket policy which aims to achieve a competitive and diverse supermarket sector. In accordance with the Department of Land and Property Services ACT Supermarket Competition Policy Implementation Plan, the ACT Government requires two independent supermarkets to operate supermarkets on the Land. Further information in relation to the above requirements can be found in Annexure A3 of the Deed of Agreement.

5.2. Tenderers will be required to submit a completed and executed ALDI Agreement for Lease and Supabarn Agreement for Lease (both in duplicate) with their Tender (see Returnable Schedules 4 and 5).

5.3. There will not be any negotiation available on the terms of the ALDI Agreement for Lease or the Supabarn Agreement for Lease and the terms of those documents are final.

Chloë Elvy | Director - South Gungahlin
Land Development Agency
 Level 6 TransACT House, 470 Northbourne Avenue, Dickson ACT 2602
 Phone: 02 6205 3035 | Fax: 02 6207 6110 | Web: www.lda.act.gov.au

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Englobo Release of Casey 4Industry briefing

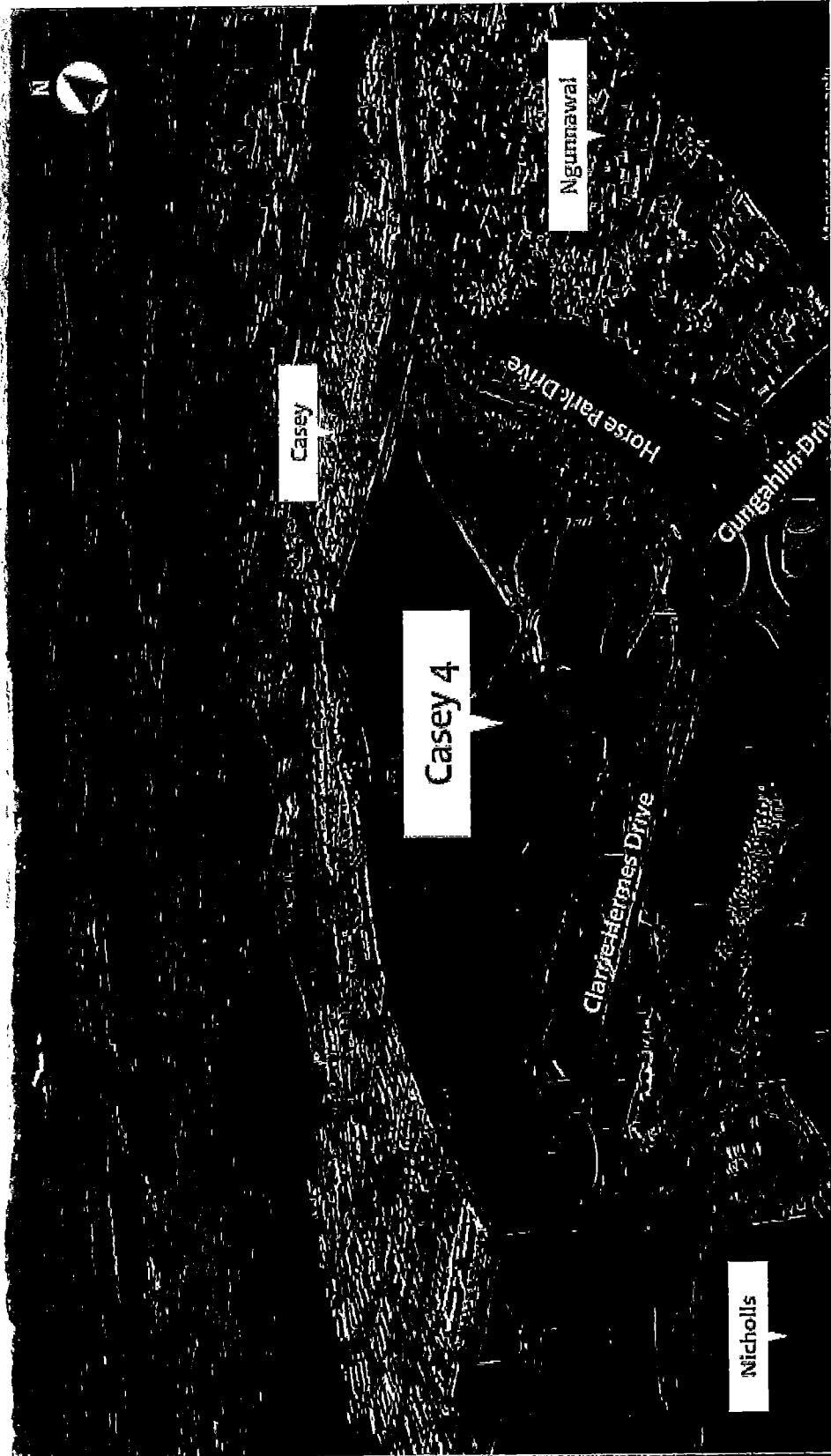
- The Government has announced its intentions to release a site for ALDI and a site for Supabarn in the Casey Group Centre.
- The Government has also announced a site for a possible additional full line supermarket at Casey.
- The sites are to be released as part of the 12,000 m² (GFA) commercial development within the Casey 4 englobo release.
- The Supabarn supermarket is to be a minimum 3,600 m² gross lettable area and the ALDI site 1,450 m² gross lettable area.
- The site for the possible third supermarket is to be handed back to the Government.
- The Government will decide whether a third supermarket is to be established in the group centre no later than three years from the commencement of trading of ALDI and Supabarn.
- If the site is not used for a supermarket the Government will determine its future commercial use.
- The Agreements for Lease (AFL) with each supermarket, attached as part of the sales documents, detail the commercial terms for each supermarket, including rental amounts, period of the lease and the rental review mechanisms. The terms have been determined in negotiations with both supermarkets and are based on commercial valuations obtained by the Government and by the supermarkets.
- The AFLs also detail the building specifications for the supermarkets. Each supermarket has signed their AFL signifying their agreement to the specifications and the commercial terms.

- The valuations relate to both the commercial terms and the building specifications.
- The AFLs tie a developer to the supermarket operators (ALDI and Supabarn). The successful tenderer will be required to sign the AFLs on settlement. Each supermarket operator will also sign their AFL again at this time. This indicates that both parties have agreed to abide by the terms of the AFLs.
- Under the terms of the sale the successful tenderer is required to hand over the completed supermarket buildings (built in accordance with specifications in the AFL) to each supermarket operator within 41 months of settlement.
- The developer and each supermarket may negotiate on the commercial terms and specifications. However this would be a commercial arrangement between the two parties and will not involve the Government. The AFLs outline the process to be followed should there be a dispute with either supermarket operator.

CASEY 4 ESTATE

Industry Briefing 10 February 2011

THE SITE



DEVELOPMENT OVERVIEW

- Final section of land within the suburb of Casey to be released and developed.
- To be developed into a commercial group centre and residential precinct.
- Provision for up to 500 dwellings and 12,000m² GFA.
- Includes pre-commitment leases to two major supermarket operators.
- Approximately 21.35 hectares in area.

HOLDING LEASE REQUIREMENTS

The developer will be required to develop and construct the following works:

- a commercial group centre which will include:
 - a supermarket that will be operated by ALDI;
 - a supermarket that will be operated by Supabarn;
 - a minimum 1.3ha site (to be returned to the Territory) suitable for a potential third supermarket;
 - a minimum 1.2 ha site (to be returned to the Territory) suitable for commercial and community uses; and
 - a minimum 1.9 ha site (to be returned to the Territory) suitable for a licensed club;
- a site suitable for a service station;
- a residential area comprising of up to 500 dwellings (20% of these dwellings to be sold as affordable dwellings); and
- all other works as specified in the Holding Lease and Deed of Agreement.



Land
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Agency
CANBERRA FIRST

TIMING OF DEVELOPMENT

The Developer will be required to adhere to the following development timings:

- (a) commence construction of the whole of the works within 24 months of the date of the execution of the Deed of Agreement and complete the construction of the whole of the works within 6 years from the date of execution of the Deed of Agreement;
- (b) complete the off-site works within thirty six (36) months of the date of execution of the Deed of Agreement;
- (c) commence construction of an approved development incorporating sites for the two pre-committed supermarkets within 12 months and complete the construction of the approved development within 24 months of the commencement date set out in the consequent lease; and
- (d) the three serviced blocks that are to be returned to the Territory must be handed back within 3 years of the date of execution of the Deed of Agreement.



Land
Development
Agency
CANBERRA FIRST

KEY DATES

- RFT release 29/01/2011
- Tenderers arrange site inspections by COB 11/02/2011
- Site inspections by appointment 15/02/11
- Last day for asking clarification questions 21/02/2011
- Tenders close 2pm 8/03/11
- Notify Preferred Tenderer/ Exchange Contracts 29/03/2011*
- Notify Unsuccessful Tenderers 5/042011*

*indicative dates only



Land
Development
Agency
CANBERRA FIRST

000152



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 Level 6 TransACT House
 470 Northbourne Avenue
 Dickson ACT 2602
 GPO Box 158 Canberra ACT 2601
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 Web www.lda.act.gov.au

ADDENDUM 3 FOR BLOCK 20 SECTION 1 CASEY

ISSUED IN ACCORDANCE WITH PARAGRAPHS 16 AND 17 OF THE REQUEST FOR TENDER

The Contact Officer will circulate any questions or enquiries and the response to those questions and enquiries to all Tenders who have registered with the LDA to receive a copy of this RFT without revealing the source of the inquiry.

Addendum 3

Questions 1 and 2 were questions taken on notice at the Industry Briefing held by the LDA on 10 February 2011.

- Q1. Is there a designated amount of GFA for the site to be handed back as the potential third supermarket site?**
- A1.** A 1.3ha site is required to be handed back to the Territory to accommodate a possible third supermarket in accordance with the requirements of the Deed of Agreement. No GFA has been determined at this stage for this handback site. It should be noted that this site is not included in the 12,000m² GFA commercial core development allowance.
- Q2. Where is the site to be handed back as the potential third supermarket site located?**
- A2.** The indicative site for the third supermarket is shown as Site A within the main retail/ commercial zone on the Estate Development Plan in the Deed of Agreement (Deed). The actual location will be determined and approved by the Territory as part of the Development Application for the Estate in accordance with the requirements of the Deed and the Territory Plan.
- Q3. One of the handback sites identified is 'Community/Commercial' Use. Under the Territory Plan, this is quite a broad definition. Are there any specific servicing requirements that may need to be met?**
- A3.** It is the developer's responsibility to provide service connections to the handback sites in accordance with Territory standards and detailed design



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approvals from the Relevant Agencies. It will be the responsibility of the future lessee to modify any service connections to the handback sites based upon the approved Development Application for the proposed site use. The developer should make its own assessments in relation to servicing these handback sites.

- Q4. Community Use hand back site – documents identify a minimum 1.2 hectare site however, unlike the Club Site and 3rd Supermarket, nothing is specified on the plans provided. Is the location of this particular site at the discretion of the Purchaser or will it be identified by the Territory?**
- A4. The hand back site is to be located within the CZ1 area subject to Territory planning approval.**

21st February 2011

Ms J Forner
Senior Project Manager, Sales
Land Development Agency
Level 6 Transact House
470 Northbourne Avenue
Dickson ACT 2602

Dear Julia,

Re: Casey 4 Estate Marketing Report

We are pleased to provide a marketing update on the above project.

In accordance with the agreed marketing strategy, we confirm the following marketing has now been undertaken.

Canberra Times – 29/1, 2/2, 5/2, 9/2, 12/2, 16/2, 19/2 and 23/2 (last ad still to be run).

Financial Review – 3/3 and 17/2.

Email Brochure Distribution to all major local and national developers with an emphasis on major residential subdivision and retail specialists.

On site signage

On site inspections on 15/2 (4 inspections)

Direct phone targeting of selected major developers

To date we have had 40 requests for the information CD, 21 of which are developers with the balance being consultants and/or advisors. From the feedback obtained from these at this point in time, we would suggest that there are only two genuinely interested parties, those being the Koundouris Group and Phillip Domazet. There are several other groups that are showing some level of interest, but it is in our opinion unlikely they will lodge a tender.

The feedback we have been getting from the market has been largely negative, summarised below;

- Time frame too short for an opportunity of this size and with this level of complexity.
- Residential and commercial components should have been sold separately.
- Concerns the residential market is becoming over supplied with additional supply in the pipeline yet to be released.
- Settlement time is too short.
- Some parties have seen the AFL's to the supermarkets as restrictive and are concerned about some of the terms in the AFL's and lease documents.

Whilst the above feedback has been relatively consistent, it obviously reflects the largely residential background of most of the development groups and their inexperience with a large commercial component being included. We have endeavoured to point out the benefits of the commercial component including the pre-commitment leases and have introduced parties in the retail component to parties that are interested in the residential component. Hopefully, this may create another one or two tenderers for the project.

We trust we have provided sufficient information, however, should you have any further queries, please call the writer.

Yours sincerely,



Mark Thompson
Joint Principal
LJH Commercial Canberra

MINUTE

John Robertson
Chief Executive Officer

Chris Reynolds
General Manager, Development

SUBJECT

Scheduled release of Casey 4

PURPOSE

To seek your advice regarding the timing for the release of Casey 4.

BACKGROUND

Casey 4 is identified in the 2010/11 Indicative Land Release Program for the englobo release of 500 residential dwellings, and for the release of three commercial sites. Following the publication of the Indicative Land Release Program, and through discussions with LaPS and the Government Solicitor's Office (GSO) it was decided to release the whole of Casey 4 through one englobo sale by tender.

The site includes the provision for two supermarkets, which are to be leased to Aldi Foods Pty Limited (Aldi) and DTM Investments (ACT) Pty Limited (Supabarn) as part of the implementation of the Government's Supermarket Competition Policy. GSO, on behalf of the ACT Government has therefore prepared Agreement for Lease documents, executed by Aldi and Supabarn, which are to be counter-signed by all prospective purchasers as part of their tender.

The following documents have been completed in preparation for the sale, and are provided in the attached folder:

- ACTPLA Approved Deed of Agreement;
- ACTPLA Approved Holding Lease;
- Executed Agreement for Lease – Casey Supabarn;
- Executed Agreement for Lease – Aldi Foods Pty Limited;
- ACTPLA approved S211 EIS Exemption;
- Casey 4 Offsite Works Construction Cost Estimate; and
- All other background due diligence documents as listed in the approved Deed.

The Deed of Agreement and draft sales documents have been reviewed by LaPS and GSO in order to ensure consistency with the Government's Supermarket Competition Policy and the already executed Agreements for Lease.

The Request for Tenders, Tender Evaluation Plan and Contract for Sale documents are currently being finalised, in consultation with LaPS and GSO. These documents will reflect any necessary requirements in relation to timing and associated risks based on your advice regarding the below release options.

ISSUES

While the LDA's Statement of Intent requires the sale of Casey 4 to occur in the 2010/11 financial year, the Chief Minister has indicated a preference for the sale to occur by the end of the 2010 calendar year as part of the implementation of the Government's Supermarket Competition Policy.

In order for the sale to occur in December 2010, the following shortened timeframes and target dates will need to be met:

- Advertise tender (5 week tender period) Saturday 13 November 2010
- Close tenders at Procurement Solutions Tuesday 21 December 2010
- Award Tender Friday 24 December 2010

The risks to the LDA in releasing Casey 4 within this timeframe are:

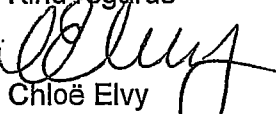
- ACTPLA has commenced a Technical Amendment process to provide for 500 dwellings in Casey 4. The current Territory Plan does not allow for any residential dwellings in the estate, and the current maximum yield for Casey has already been reached in previous stages of the development. ACTPLA has advised that its Technical Amendment process is not due to be completed until December 2010, following close of public comments on 8 November. It is therefore planned to advertise Casey 4 on Saturday 13 November to reduce potential criticism of Government pre-empting the outcomes of ACTPLA's community consultation process. There is however, still a significant risk to both the LDA and prospective purchasers is that the parameters of the Technical Amendment could change prior to its finalisation in December, which would both de-value the site, and put LDA at risk of prolonged negotiations and or claims by the successful purchaser. There is also the risk that the finalisation of Technical Amendment will be delayed if any significant public comment is received, noting that the Technical Amendment also relates to other matters such as Kingston Foreshore building heights and changes to other zones.
- GSO is still in the process of completing its advice to Government in relation to exclusive dealing (in relation to implementation of the Government's Supermarket Competition Policy) under the *Trade Practices Act 1974*. There may be a risk to the LDA in proceeding with the sale prior to the confirmation of this advice.

RECOMMENDATION

That you note the above risks, and either:

- a) ~~agree to the sale proceeding according to the timeframes outlined above in order to meet expectations in relation to the Government's Supermarket Competition Policy; or~~
- ☒ b) agree to the sale occurring in early 2011, following ACTPLA's finalisation of the Technical Amendment and resolution of any issues in relation to the *Trade Practices Act 1974*, noting that this option will meet the requirements of LDA's Statement of Intent.

Kind regards


Chloë Elvy
Director, South Gungahlin
22 October 2010

Cc: Clint Peters, Sales Director

Chloe,

Recommendation b) is approved based on confirmation by George T (CAPS) to me this morning that a release prior to ACTPLA's Tech Amendment is preemptive, as LDA previously identified.

 Please, secure GSO advice to

MINUTE

Chris Reynolds
A/g Chief Executive Officer

Approval.
[Signature]
21.1.11

SUBJECT

Casey 4 Approval of Final Sales Documents

PURPOSE

To seek your approval of the final sales documents for Casey 4, and your approval to release the site to the market.

BACKGROUND

This minute supersedes the previous minute on this subject dated 21 December 2010 (**Attachment A**).

ISSUES

In the previous minute, you were advised that the following matters still required resolution prior to finalising the sales documents for Casey 4:

- *Final signed supermarket AFLs to be provided by Supabarn and ALDI.* These documents have now been finalised and include references to the land to be provided as well as other amendments initiated by the Government Solicitors Office (GSO). The sales documents include *unsigned* versions of the AFLs (to be signed by the supermarkets once the preferred tenderer has signed them and been selected). LDA will retain the supermarket signed versions prior to this. GSO has provided its approval for the final AFLs to be included in the sales documents (**Attachment B**).
- *Outstanding offsite works from Casey 1 within the Casey 4 site to be handed over to TAMS.* While the outstanding works have not been completed, TAMS has provided a statement regarding their condition. This statement (**Attachment C**) is to be included in the sales documents so that this matter is fully disclosed to potential purchasers. LDA has agreed to maintain the assets until settlement.

In addition, you were previously advised that ACTPLA's EIS triggers were to be amended on 1 February 2011. This will enable the developer to lodge a Merit Track EDP for Casey 4 in accordance with the Deed. The settlement of the Casey 4 sale will be conditional on this amendment. ACTPLA has provided a letter (**Attachment D**) for inclusion in the sales documents providing confirmation that the current Territory Plan provisions allow for a dwelling yield at Casey 4 as defined in the Draft Holding Lease and Deed of Agreement.

The program for the sale has also been revised, and is now proposed as:

• RFT Release	Saturday 29 January 2011
• Site and geotechnical inspection	Week of 14 February 2011
• Last day for asking clarification questions	Monday 21 February 2011
• Close tenders at Procurement Solutions	Tuesday 8 March 2011
• Exchange Contracts and notify Preferred Tenderer	Thursday 29 March 2011 TBC
• Notify Unsuccessful Tenderers	Thursday 5 April 2011 TBC

2011

This program will enable settlement by 30 May 2010. This is 60 days from the date of the Contract for Sale, to allow adequate time to issue a Notice to Complete by the end of the financial year if required.

The following documents incorporate all revisions as discussed, and are now final and ready for release:

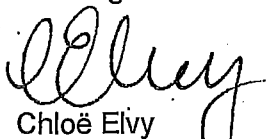
- Request for Tender prepared by Meyer Vandenberg Lawyers;
- Contract for Sale prepared by Meyer Vandenberg Lawyers;
- Supabarn Agreement for Lease prepared by GSO (unsigned version);
- ALDI Agreement for Lease prepared by GSO (unsigned version);
- Draft Holding Lease and Deed of Agreement (Deed) approved by ACTPLA;
- All other background and due diligence documents to be provided to tenderers as listed in the approved Deed.

These documents will be delivered to you and to Marketing on CD on Monday morning (24 January). The Tender Evaluation Plan is currently being prepared by Meyer Vandenberg.

RECOMMENDATION

That you approve the sales documents for release on Saturday 29 January 2011.

Kind regards



Chloë Elvy
Director, South Gungahlin
21 January 2010

MINUTE

Chris Reynolds
A/g Chief Executive Officer

SUBJECT

Casey 4 Approval of Final Sales Documents

PURPOSE

To seek your approval of the final sales documents for Casey 4, and your approval to release the site to the market.

BACKGROUND

Casey 4 is identified in the 2010/11 Indicative Land Release Program for the englobo release of 500 residential dwellings, and for the release of three commercial sites. Following the publication of the Indicative Land Release Program, and through discussions with LaPS and the Government Solicitor's Office (GSO) it was decided to release the whole of Casey 4 through one englobo sale by tender.

The site includes the provision for two supermarkets, which are to be leased to Aldi Foods Pty Limited (ALDI) and DTM Investments (ACT) Pty Limited (Supabarn) as part of the implementation of the Government's Supermarket Competition Policy. GSO, on behalf of the ACT Government has therefore prepared Agreement for Lease (AFL) documents, signed by ALDI and Supabarn, which will be executed by the successful tenderer.

The following documents have been completed in preparation for the sale, and are provided in the attached folders:

- Request for Tender prepared by Myer Vandenberg Lawyers;
- Contract for Sale prepared by Myer Vandenberg Lawyers;
- Supabarn Agreement for Lease prepared by GSO and signed by Supabarn;
- ALDI Agreement for Lease prepared by GSO and signed by ALDI;
- Draft Holding Lease and Deed of Agreement (Deed) approved by ACTPLA;
- S211 EIS Exemption approved by ACTPLA;
- Casey 4 Offsite Works Construction Cost Estimate prepared by Cardno Young; and
- All other background and due diligence documents to be provided to tenderers as listed in the approved Deed.

The Tender Evaluation Plan will be prepared by Myer Vandenberg following this approval of the RFT and sales documents.

The LDA's Statement of Intent requires the sale of Casey 4 to occur in the 2010/11 financial year. In order to achieve settlement by 30 June 2011, the following dates have been specified in the sales documents:

- RFT Release
- Last day for asking clarification questions
- Close tenders at Procurement Solutions
- Exchange Contracts and notify Preferred Tenderer
- Notify Unsuccessful Tenderers

Saturday 29 January 2011
Monday 21 February 2011
Tuesday 8 March 2011
Thursday 24 March 2011 TBC
Thursday 31 March 2011 TBC

This program will enable settlement by 15 June 2010. This is 83 days from the date of the Contract for Sale, to enable adequate time to issue a Notice to Complete by the end of the financial year if required.

ISSUES

The following issues are currently being addressed and are due to be resolved within the next week:

- *Final signed supermarket AFLs to be provided by Supabarn and ALDI.* The versions currently attached are missing references to the land to be provided and are therefore incomplete. This is considered a minor issue, and is currently being resolved by GSO, Myer Vandenberg, and Supabarn and ALDI's lawyers.
- *Outstanding offsite works from Casey 1 within the Casey 4 site to be handed over to TAMS.* This is currently being negotiated with TAMS with a view to TAMS issuing final acceptance subject to a commitment to ongoing maintenance by LDA.

You will be provided with a subsequent minute to advise you once these matters have been finalised.

In addition, *ACTPLA's EIS triggers are to be amended on 1 February 2011.* This will enable the developer to lodge a Merit Track EDP for Casey 4 in accordance with the Deed. The settlement of the Casey 4 sale will be conditional on this amendment.

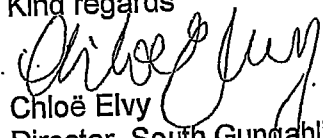
I have reviewed all of the attached sales documents and confirm that they are ready for release, subject to the above issues being resolved, and noting that:

- GSO has confirmed that the proposed sale of Casey 4 by tender, including the supermarkets' AFLs is in accordance with the provisions of the *Trade Practices Act 1974*;
- The Deed of Agreement and draft sales documents have been reviewed by LaPS and GSO with regard to their consistency with the Government's Supermarket Competition Policy and the signed AFLs;
- The AFLs and Deed of Agreement clauses relating to the AFLs have been approved by GSO for inclusion in the RFT; and
- The RFT and Sales Contract have been approved from a legal perspective by Myer Vandenberg.

RECOMMENDATION

That you approve the attached sales documents for release on Saturday 29 January 2011 subject to the above outstanding issues being resolved.

Kind regards


Chloë Elvy
Director, South Gungahlin
21 December 2010



Land Development Agency
 Level 6 TransACT House,
 470 Northbourne Avenue,
 Dickson ACT 2602

Attention: **Chloe Elvy**
Director – South Gungahlin

Dear Chloe,

**Condition Of
 Temporary Stormwater Drain in
 CASEY 4 ESTATE**

This letter is in response to the LDA request 13 January 2011 for TAMS to provide a letter describing the condition of the temporary stormwater drain in question.

A site audit by TAMS officers accompanied by representatives of both the Consultant and the Contractor on 21 December 2010, and the subsequent inspection on 17 January 2011 revealed the drain to be in a severely deteriorated condition, specifically:

1. Approximately 80% of the actual floodway has suffered significant damage to the concrete channel walls.
2. Approximately 50% of the floodway base is badly eroded.
3. The bedding supporting the drain has been washed away in places leaving the concrete channel itself suspended and prone to collapse.

The combination of these three factors means that the floodway cannot function as designed.

Regards,

K. Chandramohan

Chandra Chandramohan

**A/g Manager Public Asset Integration and Management, Asset Integration,
 Design and Development Branch, Land Management and Planning Division (LMP)
 Territory & Municipal Services (TAMS)/ACT Government**

20/01/2011



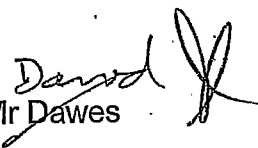
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Ref: A6067284

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David Dawes
Chief Executive
ACT Department of Land and Property Services
GPO Box 158
CANBERRA ACT 2601

Dear Mr Dawes 

Re: Casey 4 - Consistency with Casey Concept Plan (a Precinct Code for the Purposes of Section 93 of the *Planning & Development Act 2007*)

Following ACTPLA's decision not to proceed with Technical Amendment No. 31, you have sought ACTPLA's advice on the most appropriate way to progress the release of Casey Stage 4. Accordingly I provide the following advice.

The Casey Concept Plan was originally adopted as a Guideline under the Territory Plan, but with the introduction of the *Planning and Development Act 2007*, was deemed to be a Precinct Code. The Casey Concept Plan acknowledges that it is to be used to guide the preparation and assessment of estate development plans (which are development applications), and can also be used to assist in the assessment of development when an area ceases to be a future urban area.

The Casey Concept Plan shows a residential block yield of approximately 1,940 dwellings, including approximately 275 medium density units in the commercial centres. Importantly, the Concept Plan at Page 7 recognises that it has *"...the capacity to extend this number if lifestyle changes warrant within the development period of the suburb..."*

The Casey Concept Plan notes, at page 11, that the Indicative Subdivision Plan within the Concept Plan shows *"....one of many combinations of block mix in response to a combination of planning, environmental and economic objectives. The precise mix of medium density type accommodation to individual land/dwelling packages would depend on the next stage in the detailed design process as well as market conditions at time of release...."*

Clearly, the Casey Concept Plan was written in a way that provides scope to enable flexibility in the assessment of future estate development plan development applications for this suburb.

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On this basis I can confirm that it is my view that the current Territory Plan provisions allow for a dwelling yield at Casey 4 as defined in ACTPLA's Draft Holding Lease and Deed of Agreement dated 18 October 2010. I would be pleased for this letter to be included in any sales documentation to allow for the release of the land for englobo sale.

Should you wish to discuss any aspect of this letter please do not hesitate to contact ACTPLA's Director of Development Services, Mr Ben Ponton, on telephone (02) 6207 7248.

Yours sincerely

A handwritten signature in black ink, appearing to be 'Neil Savery', written over a horizontal line.

Neil Savery

Chief Planning Executive

22 December 2010