

**LEASE**  
New South Wales  
Real Property Act 1900

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**STAMP DUTY**

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**(A) TORRENS TITLE**

Property leased

Certificate of Title Folio Identifier 118/1078271 PART being premises known as the Former Dining Hall (Shop 1), Ground Floor, the Former Booking Hall (Shop 2), Ground Floor, Basement Storeroom below Shop 1, Basement Service Area including toilets below Shop 2 and Level 1 Office Area above Shop 1 having an aggregate area of approximately 1,409.20 square metres, as shown on the plans at Schedule 1 to Annexure A

**(B) LODGED BY**

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CODE

L

**(C) LESSOR**

Rail Corporation New South Wales ABN 59 325 778 353

The lessor leases to the lessee the property referred to above.

**(D)**

Encumbrances (if applicable): Nil

**(E) LESSEE**

Delaware North Food Services Pty Ltd ABN 45 004 292 951

**(F)**

TENANCY:

- (G) 1. TERM** 5 years
- 2. COMMENCING DATE** 31 December 2017
- 3. TERMINATING DATE** 30 December 2022
- 4.** With an **OPTION TO RENEW** for a period of 5 years set out in clause 34 of Annexure A
- 5.** With an **OPTION TO PURCHASE** set out in clause N.A. of N.A.
- 6.** Together with and reserving the **RIGHTS** set out in clause N.A. of N.A.
- 7.** Incorporates the provisions or additional material set out in **ANNEXURE(S)** A, B and C hereto.
- 8.** Incorporates the provisions set out in memorandum filed pursuant to 80A Real Property Act 1900 No. AF799524
- 9.** The **RENT** is set out in item No. 9 of the Reference Schedule in Annexure A

DATE **23 JANUARY 2017**

(H) Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the company named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Company: See execution at page 48 of Annexure A  
Authority:

Signature of authorised person:

Signature of authorised person:

Name of authorised person:

Name of authorised person:

Office held:

Office held:

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the company named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Company: See execution at page 48 of Annexure A  
Authority:

Signature of authorised person:

Signature of authorised person:

Name of authorised person:

Name of authorised person:

Office held:

Office held:

(I) **STATUTORY DECLARATION\***

I

solemnly and sincerely declare that—

1. The time for the exercise of option to \_\_\_\_\_ in expired lease No. \_\_\_\_\_ has ended; and
2. The lessee under that lease has not exercised the option.

I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act 1900.

Made and subscribed at \_\_\_\_\_ in the State of New South Wales on \_\_\_\_\_

in the presence of \_\_\_\_\_ of \_\_\_\_\_,

Justice of the Peace (J.P. Number: \_\_\_\_\_)

)  Practising Solicitor

Other qualified witness [specify] \_\_\_\_\_,

# who certifies the following matters concerning the making of this statutory declaration by the person who made it:

1. I saw the face of the person OR I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had a special justification for not removing the covering; and
2. I have known the person for at least 12 months OR I have confirmed the person's identity using an identification document and the document I relied on was a \_\_\_\_\_ [Omit ID No.]

Signature of witness:

Signature of applicant:

\* As the services of a qualified witness cannot be provided at lodgment, the declaration should be signed and witnessed prior to lodgment. # If made outside NSW, cross out the witness certification. If made in NSW, cross out the text which does not apply.

**THIS IS ANNEXURE A REFERRED TO IN THE LEASE BETWEEN RAIL CORPORATION  
NEW SOUTH WALES ABN 59 325 778 353 AS LESSOR AND DELAWARE NORTH  
FOOD SERVICES PTY LIMITED ABN 45 004 292 951 AS LESSEE DATED**

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**SCHEDULE 1 OF ANNEXURE A - REFERENCE SCHEDULE**

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**Item 1 Date of Lease**

23 January 2017

**Item 2 Land (Clauses 1.1)**

The land comprised in Lot 118 inclusive in Deposited Plan 1078271

**Item 3 Lessor (Clauses 1.1)**

- (a) Name Rail Corporation New South Wales of Level 2, 36 George Street, Burwood NSW 2134, being a New South Wales Government agency constituted by the *Transport Administration Act 1988* (NSW) as amended from time to time
- (b) ABN: 59 325 778 353
- (c) Notice Address: Level 2, 36 George Street, Burwood NSW 2134
- (d) Facsimile: (02) 8202 2339
- (e) Attention: General Manager, Property

**Item 4 Lessee (Clauses 1.1)**

- (a) Name: Delaware North Food Services Pty Ltd
- (b) ABN: 45 004 292 951
- (c) Notice Address: Level 2, 630 Church Street, Richmond VIC 3121
- (d) Facsimile: (03) 9429 3992

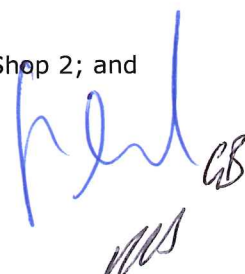
**Item 5 Guarantor (Clauses 1.1 and 16)**

Not applicable while Delaware North Food Services Pty Ltd ABN 45 004 292 951 or any related body corporate (as defined by the Corporations Act) is the Lessee.

**Item 6 Premises (Clauses 1.1, 9.1(a) and 9.7(x))**

Part of the Land, being those premises within Central Railway Station Sydney known as:

- the Former Dining Hall (Shop 1) Ground Floor;
- the Former Booking Hall (Shop 2) Ground Floor;
- Basement Storeroom below Shop 1;
- Basement Service Area including toilets below Shop 2; and



- Level 1 Office area above Shop 1, having an aggregate area of approximately 1,409.20 square metres, as shown on the plans at Schedule 1 to Annexure A.

**Item 6A Other Areas**

Not applicable

**Item 7 Permitted Use (Clauses 1.1, 9.1(a) and 9.1(c))**

Dine in and takeaway food sales and beverage sales, incorporating onsite cooking and the sale of alcohol

**Item 8 Occupation Date (Clauses 9.6(a)(1))**

The Commencing Date

**Item 9 Rent (Clauses 1.1 and 3)**

\$1,600,000 per annum plus GST for the first year of the Term

**Item 10 Rent Commencement Date (Clauses 1.1 and 3.1)**

The date that is six months after the Commencing Date

**Item 11 Rent Review (Clauses 3.2)**

<b>(a) Review Dates</b>	<b>(b) Type of Review</b>
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First anniversary of the Commencing Date	No increase
Second anniversary of the Commencing Date	Fixed increase of 3%
Third anniversary of the Commencing Date	Fixed increase of 3%
Fourth anniversary of the Commencing Date	Fixed increase of 3%
On each anniversary of the Commencing Date during the period of Holding Over (as defined in clause 2.2 of the Lease)	Fixed increase of 3%

**Item 12 Public and product liability insurance (Clause 12)**

- (a) **Public liability insurance**  
\$50 million dollars for each and every occurrence
- (b) **Products liability insurance**  
\$50 million dollars in the annual aggregate

**Item 13 Other conditions for insurance (Clause 12)**

- 1 The Lessee must be described as the insured party;

- 2 The Lessee must pay insurance premiums in full annually in advance, as and when the premiums are due;
- 3 The risk situation must be identified as the address of the Premises and include cover for any common areas and licensed areas (including seating area and storage areas) that the Lessee has the Lessor's consent to use;
- 4 "Rail Corporation New South Wales ABN 59 325 778 353" must be noted as an interested party; and
- 5 The Lessee must disclose to the Lessor any relevant policy inclusions or exclusions.

**Item 14 Trading Hours (Clauses 1.1 and 9.16)**

Restricted to Railway Station operating hours, as notified by the Lessor to the Lessee from time to time. Access to the Premises outside of the Trading Hours must be made by prior arrangement, in writing, with the Lessor or the manager of the Railway Station.

Unless otherwise notified by the Lessor to the Lessee in writing, the Lessee must keep the Premises open between 6.00am and 8.00pm Monday to Friday and 7.00am to 8.00pm on Saturday, Sunday and public holidays.

**Item 15 Common Areas (Clauses 1.1, 9.1(l), 9.6(a)(5)(B) and 9.7(g))**

Public toilet facilities within Central Railway Station, Grand Concourse

**Item 16 Bank Guarantee (Clause 17)**

An amount equivalent to three (3) months' Rent (plus GST), being \$440,000 for the first year of the Term.

**Item 17 Interest rate (Clause 6.2(a))**

2% above the base lending rate from time to time of the Commonwealth Bank of Australia (or such other institution as the Lessor may reasonably nominate)

**Item 18 Administration Fee (Clauses 1.1 and 6.2(b))**

Not applicable

**Item 19 Redecoration required (Clauses 9.6(a)(2) and 32)**

Yes, in accordance with clauses 9.6(a)(2) (Decorating) and 32 (Mid Term Refreshment)

**Item 20 Lessee's Proportion (Clauses 1.1 and 5)**

100%

**Item 21 Option for further term**

Term:	Five years
Commencing Date:	The date immediately following the Terminating Date of this Lease.
Terminating Date:	The date that is five years after the Commencing Date of the new lease.
Rent reviews:	Each anniversary of the Commencing Date during the Term and any Holding Over (as defined in clause 2.2) - Fixed increase of 3%.

**Item 22**

**Amendments to Memorandum of Lease**

**Item 22.1**

The following new definitions are inserted in clause 1.1 "Definitions":

**ASA Charter** means the document which identifies ASA's objectives, functions, powers and governance and the duties of Rail Transport Agencies (being Transport for NSW (and each of its divisions), RailCorp, Sydney Trains and NSW Trains) and AEOs in relation to the ASA (as amended from time to time), a copy of which is available at [http://www.asa.transport.nsw.gov.au/sites/default/files/asa/about/ASA%20Charter%20-%20August%202015\\_Final.pdf](http://www.asa.transport.nsw.gov.au/sites/default/files/asa/about/ASA%20Charter%20-%20August%202015_Final.pdf) .

**Asset Standards Authority** or **ASA** means the unit within Transport for NSW which sets, controls, maintains, owns and publishes the network and asset standards for NSW Rail Assets as defined in the ASA Charter. Information about the ASA and the network and asset standards can be found on [www.transport.nsw.gov.au](http://www.transport.nsw.gov.au).

**Authorised Engineering Organisation** or **AEO** means an organisation providing a defined engineering service or product that has been assessed and granted authorised engineering status by the ASA.

**Base Building Condition** means:

- (a) with respect to Shop 1, in a condition reasonably satisfactory to the Lessor after the following works have been completed (subject to fair wear and tear):
  - (i) putting all air conditioning and ventilation including ducts and outlets, fire sprinklers and security and fire alarms, lighting, central electrical switching arrangements and other services and facilities into a typical open floor plan basis;
  - (ii) removal of all partitions and wall panelling installed and/or modified by the Lessee with all such walls and suspended ceilings (other than any ornate ceilings) to be made good to solid flush plasterboard;
  - (iii) removal of floor tiling or other floor coverings installed by Lessee and making good any damage caused including to the Building's terrazzo floor by removal of Lessee's fixtures and fittings;
  - (iv) removal of any kitchen facility including the removal of all pipework and drainage back to stack (all core holes must be plugged and fire rated); and
  - (v) ensuring that no live wires are left exposed and strip out redundant cabling from ceiling and skirting boards back to the floor distribution board,

and the works will be performed to a standard and in accordance with the Lessor's reasonable requirements and directions; and

- (b) with respect to the rest of the Premises, the condition in which the Premises were handed over to the Lessee by the Lessor (other than the Site Preparation Works, which shall remain and not be removed and excluding fair wear and tear), having

regard to the condition of the Premises as at the Occupation Date.

**Central Station Conservation Management Plan** means the document so named and exhibited to the parties at the time this lease was entered into and any variation of it from time to time.

**Construction Project** means a project that involves Construction Work where the cost of the construction work is \$250,000 or more.

**Exclusive Area** means the area hatched on the plan attached as Annexure C.

**Fitout Works** means the works to be carried out by the Lessee to the Premises in order to fit out the Premises in accordance with the Tenancy Concept.

**Grand Concourse** means the large open common area adjacent to platforms 1 to 9 inclusive forming part of the Railway Premises which the Lessor intends to be used by railway patrons and the general public for pedestrian movements and which is shown on the attached plan as "Concourse".

**Heritage Approval** means an approval required from the New South Wales Heritage Division (Office of Environment and Heritage) (Heritage Approval)

**Lessee's Business** means the business conducted by the Lessee at the Premises.

**Mid-Term Refreshment** means a cosmetic update of the Lessee's Property in the Premises, including signage, counter displays, menu boards, furniture packages and other front of house elements presenting directly to the customer and includes any other changes to the Premises as mutually agreed by the parties.

**Make Good** means (unless otherwise agreed by the parties) to:

- (a) remove from the Premises and the Building, in a way so as not to cause structural damage, all fixtures, fittings, furnishings, cables, conduits and wires and Lessee's Property (other than the Site Preparation Works) reasonably required by the Lessor to be removed; and
- (b) properly repair any damage (including damage to heritage items) caused by the removal of things referred to in paragraph (a) of this definition from the Premises and the Building; and
- (c) reinstate the Structure of any part of the Premises which has been penetrated;
- (d) reinstate the Premises to Base Building Condition; and
- (e) thoroughly clean the Premises and remove all rubbish, waste and materials brought onto or left in or about the Premises or the Building by or on behalf of the Lessee.

**Option** has the meaning given in Item 21.

**Previous Lease** means:

- (a) registered lease 6687407;

- (b) registered memorandum 994824;
- (c) the licence agreement between the Lessor and the Lessee's predecessor, C A One Services Pty Limited ACN 001 341 073 for the placement of a mobile coffee cart and food caravan upon the Grand Concourse and dated 26 February 1999;
- (d) the tenancy agreement between the Lessor and AFS Catering Pty Ltd ACN 004 292 for the cool room on the basement level of Sydney Central Station dated 3 June 2002; and
- (e) the tenancy agreement between the Lessor and AFS Catering Pty Ltd ACN 004 292 951 for part of the Railway Land located immediately adjacent to the premises leased under registered lease 6687407 and dated 8 November 1999.

**Principal Contractor** means a person conducting a business or undertaking that commissions a Construction Project as defined in clause 293 of the WHS Regulation.

**Site Preparation Works** means the works to be conducted to the Former Booking Hall (Shop 2) to install the following:

- (a) power (200AMP 3-phase to the existing distribution board);
- (b) cold water (32mm supply provided and capped off at the Lessee's nominated location; and
- (c) grease arrestor (2,000 litre capacity with associated pipework to a central feed).

**Structure** means anything that is constructed, whether fixed or moveable, temporary or permanent, and includes:

- (a) buildings, masts, towers, framework, pipelines, transport infrastructure and underground works (shafts or tunnels);
- (b) any component of a structure; and
- (c) part of a structure.

**Tenancy Concept** means a quality offering and fitout consistent with the Lessee's submission titled "Central Rail Retail Leasing Opportunities" dated September 2015 and partially amended in February 2016 and the Lessee's response to the Lessor's questions of 6 November 2015 or as otherwise amended with the approval of the Lessor.

**WHS** means work health and safety.

**WHS Act** means the *Work Health and Safety Act 2011* (NSW), as amended from time to time.

**WHS Regulation** means the *Work Health and Safety Regulation 2011* (NSW), as amended from time to time.

**WHSMP** means a work health and safety management plan prepared by a Principal Contractor for a Construction Project for the workplace before work on the Construction Project commences. A WHSMP must include the following:

- (a) the names, positions and health and safety responsibilities of all persons at the workplace whose positions or roles involve specific health and safety responsibilities in connection with the Construction Project;



- (b) the arrangements in place, between any persons conducting a business or undertaking at the workplace where the Construction Project is being undertaken, for consultation, co-operation and the co-ordination of activities in relation to compliance with their duties under the WHS Act and the WHS Regulation;
- (c) the arrangements in place for managing any work health and safety incidents that occur;
- (d) any site-specific health and safety rules, and the arrangements for ensuring that all persons at the workplace are informed of these rules; and
- (e) the arrangements for the collection and any assessment, monitoring and review of safe work method statements at the workplace.

**Item 22.2**

The following definitions in clause 1.1 "Definitions" are replaced with the following new definitions:

**Authorisation** means:

- (a) Any approval any approval, licence, consent, declaration, permission, permit, certificate, exemption, direction, notarisation or waiver issued or made by a Government Agency, however it is described including any Heritage Approval; and
- (b) in relation to anything that could be prohibited or restricted by law if a Government Agency acts in any way within a specified period, the expiry of that period without that action being taken,

including any renewal or amendment.

**Construction Work** means any work carried out in connection with the construction, alteration, conversion, fitting-out, commissioning, renovation, repair, maintenance, refurbishment, demolition, decommissioning or dismantling of a Structure. Without limiting this definition, Construction Work includes the following:

- (a) any installation or testing carried out in connection with an activity referred to above;
- (b) the removal from the workplace of any product or waste resulting from demolition;
- (c) the prefabrication or testing of elements, at a place specifically established for the construction work, for use in construction work;
- (d) the assembly of prefabricated elements to form a Structure, or the disassembly of prefabricated elements forming part of a Structure;
- (e) the installation, testing or maintenance of an essential service in relation to a Structure;
- (f) any work connected with an excavation;
- (g) any work connected with any preparatory work or site preparation (including landscaping as part of site preparation) carried out in connection with an activity referred to above; and

- (h) an activity referred to above, that is carried out on, under or near water, including work on buoys and obstructions to navigation.

**Construction Work** does not include any of the following:

- (a) the manufacture of plant;
- (b) the prefabrication of elements, other than at a place specifically established for the construction work, for use in construction work;
- (c) the construction or assembly of a Structure that once constructed or assembled is intended to be transported to another place;
- (d) testing, maintenance or repair work of a minor nature carried out in connection with a Structure; and
- (e) mining or the exploration for or extraction of minerals.

**Dangerous Goods** has the same meaning as in the *Dangerous Goods (Road and Rail Transport) Act 2008 (NSW)*, the *Dangerous Goods (Road and Rail Transport) Regulation 2009 (NSW)* and the *Work Health and Safety Act 2011 (NSW)*, as amended, replaced or supplemented from time to time.

**Emergency Event** means an actual event or circumstance which arises or may arise and which may interfere with or threaten the use of the Railway Premises by the Lessor or the Lessor's Agents for Railway Purposes and/or the continued and safe operation of the railway and Rail Infrastructure Facilities.

**High Risk Construction Work** means Construction Work that:

- (a) involves a risk of a person falling more than 2 metres;
- (b) is carried out on a telecommunication tower;
- (c) involves demolition of an element of a Structure that is load-bearing or otherwise related to the physical integrity of the Structure;
- (d) involves, or is likely to involve, the disturbance of asbestos;
- (e) involves structural alterations or repairs that require temporary support to prevent collapse;
- (f) is carried out in or near a confined space;
- (g) is carried out in or near:
  - (i) a shaft or trench with an excavated depth greater than 1.5 metres, or
  - (ii) a tunnel,
- (h) involves the use of explosives;
- (i) is carried out on or near pressurised gas distribution mains or piping;

- (j) is carried out on or near chemical, fuel or refrigerant lines;
- (k) is carried out on or near energised electrical installations or services;
- (l) is carried out in an area that may have a contaminated or flammable atmosphere;
- (m) involves tilt-up or precast concrete;
- (n) is carried out on, in or adjacent to a road, railway, shipping lane or other traffic corridor that is in use by traffic other than pedestrians;
- (o) is carried out in an area at a workplace in which there is any movement of powered mobile plant;
- (p) is carried out in an area in which there are artificial extremes of temperature;
- (q) is carried out in or near water or other liquid that involves a risk of drowning; or
- (r) involves diving work.

**Rail Infrastructure Facilities** has the same meaning as in the *Transport Administration Act 1988 (NSW)*, as amended from time to time, and includes “infrastructure of a railway” as that term is defined in the Rail Safety National Law (NSW) and modified as a law of New South Wales by the *Rail Safety (Adoption of National Law) Act 2012 (NSW) No 82*, as amended from time to time.

**Railway Legislation** means the *Transport Administration Act 1988 (NSW)*, as amended from time to time, the Rail Safety National Law (NSW) and modified as a law of New South Wales by the *Rail Safety (Adoption of National Law) Act 2012 (NSW) No 82*, as amended from time to time, and any other legislation or regulation governing the Lessor's operations, including but not limited to the operation of railway passenger or freight services.

**SWMS** means a safe work method statement prepared by a person conducting a business or undertaking who proposes to carry out High Risk Construction Work (before the High Risk Construction Work commences) in accordance with clause 299 of the WHS Regulation. A SWMS must:

- (a) identify the work that is high risk construction work;
- (b) specify hazards relating to the high risk construction work and risks to health and safety associated with those hazards;
- (c) describe the measures to be implemented to control the risks;
- (d) describe how the control measures are to be implemented, monitored and reviewed;
- (e) be prepared taking into account all relevant matters, including:
  - (i) circumstances at the workplace that may affect the way in which the high risk construction work is carried out; and
  - (ii) if the high risk construction work is carried out in connection with a Construction Project—the WHSMP that

has been prepared for the workplace; and

- (d) be set out and expressed in a way that is readily accessible and understandable to persons who use it.

**Item 22.3** The definitions of the following terms are deleted in clause 1.1 "Definitions":

- (a) OH&S;
- (b) OH&S Act;
- (c) OH&S Management Plan;
- (d) OH&S Regulation; and
- (e) POMP.

**Item 22.4** Clause 3.5(a) is deleted.

**Item 22.5** Clause 3.5(b) is replaced with the following:

- (b) If the words "current market rent" or their equivalent appear in Item 11(b) next to a Review Date, the Lessor must give the Lessee a Lessor's assessment of the current market rent (Lessor's Assessment) no later than six (6) months before the Review Date.

**Item 22.6** Clause 3.5(d)(1) is deleted.

Clause 3.6(c)(2) is replaced with the following:

- (2) the value of the Lessee's Property on the Premises, the Fitout Works, Site Preparation Works or any other infrastructure or capital works undertaken by the Lessee in connection with this Lease or the Railway Premises; or

**Item 22.7** Insert clause 3.10 as follows:

**3.10 Turnover Rent**

- (a) The Lessee must pay Turnover Rent for each Turnover Period.
- (b) The Lessee must give the Lessor in the form the Lessor reasonably requires:
  - (i) a statement of the Lessee's Sales:
    - (A) for each month, within 14 days after the end of that month; and
    - (B) for each Turnover Period, within one month after the end of that Turnover Period; and
  - (ii) a certificate by a registered company auditor (as defined in the Corporations Act) certifying the Lessee's Sales for each Turnover Period, within three months after the end of that Turnover Period.
- (c) Unless the Lessor gives the Lessee a notice rejecting the auditor's certificate on reasonable grounds within one month after receiving it, the amount shown in that certificate is the Lessee's Sales for that Turnover Period.
- (d) If the Lessee does not give the Lessor the auditor's certificate on time or if the Lessor rejects the certificate on reasonable

grounds, the Lessee's Sales for the relevant Turnover Period may be calculated by the Lessor acting reasonably and having regard to any statement of the Lessee's Sales or any inspection or audit of the Lessee's Business carried out by the Lessor under this clause 3.10.

- (e) Within one month after the Lessor accepts or calculates the Lessee's Sales for a Turnover Period, the Lessor must give the Lessee a notice stating:
  - (i) the Turnover Rent for that Turnover Period; and
  - (ii) what the Lessee has paid on account of Turnover Rent for that Turnover Period; and
  - (iii) what the Lessee must pay the Lessor or the Lessor must credit the Lessee; and
  - (iv) the instalments for the next Turnover Period.
- (f) The Lessee must pay the Turnover Rent for the first Turnover Period within seven days after the Lessor gives the Lessee a notice under clause 3.10(e).
- (g) In each Turnover Period after the first, the Lessee must pay instalments in advance on each Rent Day on account of Turnover Rent for that Turnover Period. Each instalment must be one twelfth of the Turnover Rent for the previous Turnover Period. However, if the first Turnover Period is less than a year, then each Turnover Rent instalment in the second Turnover Period must be one twelfth of the Turnover Rent for the first Turnover Period divided by the number of days in that Turnover Period and multiplied by 365.
- (h) The Lessee must pay instalments in the second Turnover Period from the day it gives the Lessor a statement under clause 3.10(b)(i)(B) for the first Turnover Period. The Lessee must base its instalments on that statement and bring them up to date on that day and continue paying instalments based on that statement until it receives a notice from the Lessor stating the Turnover Rent for the first Turnover Period.
- (i) In any Turnover Period after the second, until the Lessor gives the Lessee a notice stating the Turnover Rent for the previous Turnover Period, the Lessee must pay on account of Turnover Rent on each Rent Day an instalment equal to that payable on the previous Rent Day.
- (j) On the first Rent Day after the Lessor gives the Lessee a notice stating the Turnover Rent for a previous Turnover Period, the Lessee must pay the Lessor for any shortfall in the Lessee's payments of Turnover Rent for that Turnover Period and in the instalments on account of Turnover Rent for the current Turnover Period. The Lessor must credit the Lessee with any over payment.
- (k) Despite clause 3.10(j), the Lessee may give the Lessor a notice, once in the first 12 months of the Term and after that at intervals of not less than 12 months, asking the Lessor to adjust any over payment or under payment of Turnover Rent for the period referred to in that notice. The adjustment must be made within one month after the later of the day the Lessee gives the Lessor the notice and the day the Lessee gives the

Lessor the information the Lessor reasonably requires to make the adjustment. The adjustment is to be made by the Lessee paying the Lessor any amount underpaid and the Lessor crediting the Lessee with any amount overpaid.

- (l) The Lessee must keep proper accounting records for all transactions of the Lessee's Business for two years after the end of the Turnover Period to which they relate.
- (m) On giving reasonable notice, the Lessor may inspect, copy or audit those records. Within the period stated in the notice, the Lessee must produce them for the Lessor at a place the Lessee specifies acting reasonably.
- (n) If anything is done under this clause 3.10 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.
- (o) Within seven days after the Lessor's demand, the Lessee must pay the cost of:
  - (i) any audit or inspection made because the Lessee has not given an auditor's certificate on time; and
  - (ii) an audit or inspection which shows that the Lessee's Sales have been understated by more than 3%.
- (p) In this clause 3.10, the following definitions apply:

**Lessee's Sales** means all money and the value in money of things other than money received or receivable for all sales of goods, hirings and provision of services including those delivered, made or provided:

- (i) from the Premises, wherever originating; or
- (ii) from somewhere other than the Premises but originating from the Premises; or
- (iii) neither from the Premises nor originating from them but which would normally be attributed to the Lessee's Business; or
- (iv) from any internet site connected directly or indirectly to the Premises or to the Lessee's Business; or
- (v) in a way likely to deprive the Lessor of any Turnover Rent

but "Lessee's Sales" does not include:

- (vi) the amount of losses incurred in the resale or disposal of merchandise reasonably and properly purchased from customers as trade-ins in the usual course of business; or
- (vii) the amount of deposits and instalments received on account of lay-bys, hire purchase or credit sales, and which are refunded to customers; or
- (viii) the amount of a refund on a transaction when the

proceeds of the transaction have been included as part of Lessee's Sales; or

- (ix) the amount of any service, finance or interest charges payable to any financier in connection with provision of credit to customers (other than commissions on credit or store cards); or
- (x) the price of merchandise exchanged between Lessee's shops if the exchange is made solely for the convenient operation of the Lessee's Business and not for the purpose of concluding a sale made at or from the Premises; or
- (xi) the price of merchandise returns to shippers, wholesalers or manufacturers; or
- (xii) the proceeds of sale of the Lessee's Property after its use in the conduct of the Lessee's Business; or
- (xiii) the amount of discounts allowed to customers in the normal course of business; or
- (xiv) the amount of uncollected credit accounts that are written off; or
- (xv) the amount paid or payable by the Lessee on account of any GST, purchase tax, receipt tax, or other similar tax imposed at the point of retail sale or hire of goods or services; or
- (xvi) the amount of delivery charges; or
- (xvii) the amount received from the sale of lottery tickets and similar tickets (other than commission on those sales).

**Turnover Period** means each of:

- (i) the period from and including the Commencing Date to and including the first 30 June in the Term; and
- (ii) each 12 month period ending on 30 June during the Term; and
- (iii) the period from and including the last 1 July in the Term to and including the Terminating Date.

**Turnover Rent** means the amount equal to:

- (i) 16% of the Lessee's Sales for the Turnover Period up to \$13,000,000; and
- (ii) 20% of the Lessee's Sales for the Turnover Period above \$13,000,000,

less the Rent for the Turnover Period.

**Item 22.8**

Insert clause 5.5 as follows:

**5.5 Outgoings to be separately metered**

Outgoings are to be separately assessed or metered against the Premises to the extent possible but the Lessee's Proportion of any

Outgoings shared with other parts of the Building or attributable to the Building as a whole must be reasonably attributable to the Lessee's occupation of or trading from the Premises and must not exceed the proportion that the Premises bears to the area of the Building that shares those expenses. Any assessment of Land Tax against the Land which is sought to be recovered against the Lessee must not exceed that calculated as if the Land was held by the Lessor on a single holding basis.

- Item 22.9** Clause 6.1(a) is amended by replacing the final paragraph with:  
"...including reasonable legal expenses, administration costs and expenses incurred in engaging consultants."
- Item 22.10** Clause 7.2 insert after "for any reason" the words "beyond the reasonable control of the Lessor".
- Item 22.11** At the end of clause 7.2 add "Provided that the Lessor must use all reasonable efforts to maintain Services to the Premises (where such Services are provided by or controlled by the Lessor)"
- Item 22.12** Clause 7.13 is replaced with the following:  
**7.13 Exclusivity**  
(a) The Lessor may lease or licence any other part of the Railway Premises for a business which competes with the Lessee's Permitted Use.  
(b) Despite clauses 7.13(a) and 7.15 and any other clause of this Lease, the Lessor must not enter into any new leases or licences of any part of the Exclusive Area to a competing food and beverage operator, other than those businesses which are operating in the Exclusive Area at the Commencing Date.
- Item 22.13** Clauses 7.7, 7.18 and 13.3 are deleted.
- Item 22.14** Clause 9.1(b) is replaced with the following:  
(b) **(Tenancy Concept)** use and maintain the Premises in accordance with the Tenancy Concept.
- Item 22.15** Clauses 9.1(d), (e) (g) and 9.1(i) "General Obligations" are replaced with the following:  
(d) **(compliance with all laws and the requirements of all Government Agencies)** at its cost, comply with all applicable laws and the requirements of all Government Agencies and Authorities in connection with the Premises, the Permitted Use, the Lessee's Property and any work carried out by the Lessee under this Lease, including but not limited to laws in relation to work health and safety;  
(e) **(comply with policies and procedures)** comply at all times with any policies and procedures of the Lessor notified by the Lessor to the Lessee from time to time, including but not limited to policies and procedures in relation to rail safety and work health and safety;  
(g) **(fire prevention)** comply with all requirements and recommendations of any Government Agency or Authority with enforceable jurisdiction, the Lessor or any insurer in respect of fire safety in the Railway Premises, including by installing, at its cost, further equipment and upgrading the fire safety facilities in the Premises and including fire and smoke controls for the kitchen exhaust systems in compliance with



AS1851 (or its equivalent).

- (i) **(notification)** immediately give the Lessor notice of:
  - (1) any damage to or defect in the Premises or any Service provided by the Lessor to the Premises or any notifiable disease or pest in the Premises of which it is aware, and any notice from a Government Agency or Authority with respect to the Premises (other than an account for Services provided to the Premises); and
  - (2) any circumstances likely to cause any such damage or defect described in clause 9.1(i)(1) of which it is aware.

**Item 22.16** The following new clause 9.6(a)(19) is inserted:

- (19) repair and maintain all plant and equipment, including but not limited to mechanical services, fire services, hydraulic services and any other service which services the Premises exclusively and enter into maintenance contracts that satisfy the warranty provisions of the manufacturer and/or installer and are approved by the Lessor (not to be unreasonably withheld).

**Item 22.17** Delete clause 9.6(a)(16).

**Item 22.18** Delete the reference to "Occupation Date" in clause 9.6(d) and replace it with "Commencing Date".

**Item 22.19** Clause 9.8 "No Alterations by Lessee" is amended as follows:

- (a) Paragraph 9.8(d)(4) is amended by inserting "reasonable" before "costs"; and
- (b) Paragraph 9.8(d)(5) is replaced with the following:
  - (5) that the Lessee complies with all laws, including but not limited to laws in relation to the environment and work health and safety and obtains and gives upon request the Lessor copies of all approvals and certificates of compliance from all relevant Government Agencies and Authorities;

**Item 22.20** Clause 9.14(c) is deleted.

**Item 22.21** The following new clause 9.19 is inserted:

**9.19 Conduct of business**

The Lessee must:

- (a) carry on its business in the Premises in a professional, lawful and competent way and in accordance with best industry practice;
- (b) ensure commuters and the general public are not given reasonable cause to react adversely to the Lessee's occupation and trading from the Premises;
- (c) ensure the retail offering and peripheral impact on the concourse area is family-friendly, socially acceptable and presents nothing less than good corporate citizenship;
- (d) respect at all times that it operates within a public space with heritage significance and the valued ambience of Sydney's iconic Central Station; and

- (e) ensure the retail offering and Premises condition is optimised at all times and so as to ensure to the extent reasonably possible there is no peripheral or adverse impact on the Central Station Grand Concourse area, including by way of cooking smells, empty milk crates, or insufficient cleaning of the Premises.

**Item 22.22**

Clause 10 "Occupational Health and Safety" is replaced with the following:

**10 WORK HEALTH AND SAFETY**

**10.1 Compliance with WHS Act and WHS Regulation**

Despite any other provision in this Lease, the Lessee must at all times comply with the WHS Act and WHS Regulation and must provide to the Lessor upon request evidence that the Lessee is complying with the WHS Act and WHS Regulation.

**10.2 Lessee responsibility for WHS**

Without limiting the application of the WHS Act and WHS Regulation to the Lessee, during the Term, the Lessee is responsible for all aspects of WHS in connection with its business or undertaking carried out in the Premises including:

- (a) the safe performance of its business or undertaking within the Premises;
- (b) the health and safety of any workers or others employed, engaged or who visit the Premises at any time for any purpose;
- (c) the provision and maintenance of a work environment that is without risk to health and safety;
- (d) the provision and maintenance of safe plant and structures of the Lessee;
- (e) the provision and maintenance of safe systems of work;
- (f) the safe use, handling and storage of its plant, structures and substances at or in connection with the Premises;
- (g) the provision of adequate facilities for the welfare at work of workers in carrying out work for the Lessee at or in connection with the Premises including ensuring access to those facilities;
- (h) the provision of any information, training, instruction or supervision that is necessary to protect all persons from risks to their health and safety arising from work carried out as part of the conduct of the business or undertaking of the Lessee at the Premises; and
- (i) that the health of workers and the conditions at the workplace are monitored for the purpose of preventing illness or injury of workers arising from the conduct of the business or undertaking of the Lessee at the Premises.

**10.3 Construction work undertaken at the Premises**

- (a) If Construction Work or High Risk Construction Work (together in this clause referred to as Construction Work) is proposed to be undertaken at or in connection with the Premises, Chapter 6 of the WHS Regulation applies including, but not limited to, the identification of a Principal Contractor.
- (b) The Lessee must carry out and ensure compliance with all obligations under Chapter 6 of the WHS Regulation in relation to Construction Work.

- (c) Without limiting the Lessee's obligations elsewhere under this Lease, the Lessee must, so far as is reasonably practicable, in connection with Construction Work carried out at the Premises:
  - (i) manage risks associated with the carrying out of the Construction Work; and
  - (ii) ensure that all workplaces are secured from unauthorised access, and in doing so, have regard to all relevant matters including risks to health and safety arising from unauthorised access to the workplace, the likelihood of unauthorised access occurring and to the extent that unauthorised access to the workplace cannot be prevented, how to isolate hazards within the workplace.
- (d) Without limiting the Lessee's reporting or other obligations elsewhere in this Lease, upon request, the Lessee must promptly provide the Lessor with a copy of:
  - (i) the WHSMP for the workplace, including any revisions that are made to the WHSMP under clause 311 of the WHS Regulation;
  - (ii) the Lessee's records in relation to the steps the Lessee has taken to make persons carrying out work aware of the content of the WHSMP in accordance with clause 310 of the WHS Regulation;
  - (iii) any SWMS which have been obtained under clause 312 of the WHS Regulation;
  - (iv) the Lessee's records in relation to the steps the Lessee has taken to comply with clause 314 of the WHS Regulation;
  - (v) the Lessee's records in relation to the steps the Lessee has taken to comply with clause 315 of the WHS Regulation; and
  - (vi) any other registers, records and documents, that the Lessee prepares, maintains, keeps or obtains in connection with Construction Work undertaken at the Premises.

**Item 22.23**

Clause 11 is amended as follows:

- (a) Clause 11.2(a)(1) is amended by replacing the final paragraph with:
 

in respect of the Premises which obligation arises in connection with the Lessee's use or occupation of the Premises or breach of this Lease.
- (b) Clause 11.2(a)(3) is amended by deleting the words after "activities" to the end of the paragraph and replacing them with:
 

subject to the Lessor and the Lessor's Agents using reasonable endeavours (except in the case of an emergency) to limit interference with the Lessee's use or occupation of the Premises.
- (c) Clause 11.2 (a)(4) is amended by inserting "reasonable" before "recommendation" in the third line.

- (d) Clause 11.2(a)(5)(A) is amended by adding after "Commencing Date":
 

or, if any part of the Premises was occupied prior to the Commencing Date, the date of first occupation of that part by the Lessee.
- (e) Clause 11.2(a)(6) is amended by inserting "as soon as the Lessee becomes aware that" at the commencement of paragraphs (A), (B), (D), (F), and (G).
- (f) Clause 11.2(a)(6)(D) is amended by inserting "in the Premises, or outside of the Premises in connection with the Lessee's use or occupation of the Premises," after "occurs".
- (g) Clauses 11.4(a)(1), (4), (5) and (b)(1) are deleted.
- (h) Clause 11.4(a)(2) is amended by replacing "the Premises or other land" with "occurring in connection with the Premises by the Lessee".
- (i) Clause 11.4 is amended by adding a new clause as follows:
  - (d) The release referred to in clause 11.4(a) and the indemnity referred to in clause 11.4(b) do not apply to any Contamination which existed in any part of the Premises prior to the date of first occupation of that part of the Premises by the Lessee unless that Contamination was exacerbated by the Lessee's use or occupation of the Premises.
- (j) Clause 11.6(a)(1) is amended by adding "except as may be approved by the Lessor in connection with the Permitted Use".
- (k) Clause 11.6(b)(2) is amended by inserting "reasonable" before "requirements".
- (l) Clause 11.6(c)(1) is amended by deleting "prepared by an Occupational Hygienist" and inserting "prepared by a suitably qualified person who is approved by the Lessor".
- (m) Clause 11.6(c)(4) is amended by replacing "Hazardous Materials assessment of the Premises" with the following:
  - (4) copies are kept of any report prepared in compliance with the WHS Regulation in connection with the health monitoring of a worker.
- (n) Clause 11.6(d) is amended by deleting "by an Occupational Hygienist" and inserting "by a suitably qualified person who is approved by the Lessor".

**Item 22.24** Clause 12.9(c) is amended by adding "unless caused or arising from the negligence of the Lessor".

**Item 22.25** Clause 12.8 is amended as follows:

- (a) Clause 12.8(a)(1) add after "Purposes" the words "except to the extent it arises from the negligence or default of the Lessor";
- (b) Subclause 12.8(a)(2)(E) ii. is deleted; and

- (c) Add to end of clause 12.8(b):

'provided that the Lessor acknowledges and agrees that it undertaking the activities contemplated by this clause it will, having regard to its primary obligations as a rail authority with statutory obligations under the Railway Legislation use reasonable endeavours to minimise disruption to the access to and use of the Premises by the Lessee and its customers and it will give reasonable advance notice, where possible, of actions contemplated and endeavour to keep the Lessee informed of scheduled works at all times'.

**Item 22.26**

Clause 13.1 is amended by inserting the following new subclauses (e) and (f):

- (e) the obligations of the Lessee to repair and maintain and clean the Premises will abate until the Premises are deemed by the Lessor (acting reasonably) to be safe for access and use by the Lessee; and
- (f) the obligation on the Lessee to Make Good under clause 15.8 will following termination of the Lease under this clause be limited to removal of the Lessee's Property, making the Premises safe and such work which does not amount to repair of the damage, except damage caused or contributed to by any act, negligence or default of the Lessee or the Lessee's Agents.

**Item 22.27**

Clause 15.3(a)(4) "Essential Terms" is replaced with the following:

- (4) to comply with all laws and the requirements of all authorities, including all Environmental Laws and all laws in relation to work health and safety;

**Item 22.28**

Clause 15.8(a)(1) is deleted.

**Item 22.29**

Clause 15.8(a)(2) is replaced with the following:

- (2) promptly vacate the Premises and, unless otherwise agreed by the Lessor or under this lease, the Lessee must Make Good the Premises;

**Item 22.30**

Clause 21.1 (How to Give a Notice) is amended by deleting from 21.1(c)(1) the words "or to the Premises".

**Item 22.31**

Clause 19 (Power of Attorney) is deleted.

**Item 22.32**

Insert clause 23 as follows:

**23. LESSOR BUILDING MAINTENANCE ACTIVITIES**

- (a) The Lessee acknowledges that from time to time the following may adversely affect the Lessee's access, use and trade from the Premises:
- (i) track and other railway infrastructure maintenance will be carried out on and/or around the Railway Premises which may impact the Premises;
- (ii) rail lines may be operationally closed (**Possessions**) for approximately 4 times a year for major track and infrastructure maintenance works and the length of the Possessions may range between 1 weekend and 2 weeks (having regard to the nature and extent of the works required), and they are planned anywhere between 6 to 18 months in advance; and
- (iii) other major track and infrastructure maintenance works

may be undertaken outside peak operating periods and usually between evening and dawn on weekdays or during weekends from Friday evening to dawn on Monday.

- (b) To the extent permitted by law (including on the basis that this lease is subject to the Act), and subject to paragraphs (c) and (d) below the Lessee must not make any Claim against the Lessor and releases the Lessor from all Costs and Claims incurred or suffered by the Lessee or the Lessee's Agents (or any person claiming through or on behalf of the Lessee or the Lessee's Agents), arising out of or in connection with any disturbance caused or contributed to by the building maintenance works referred to in clause 23(a).
- (c) The Lessor acknowledges and agrees that it undertaking works as contemplated by this clause it will make all reasonable efforts to minimise disruption to the Lessee's Business and the access to and use of the Premises and other parts of the Building by the Lessee and its customers and, except in an Emergency Event, it will give reasonable advance notice of all works contemplated and endeavour to keep the Lessee informed of scheduled works at all times.

**Item 22.33**

Insert clause 25 as follows:

**25. FITOUT WORKS AND SITE PREPARATION WORKS**

**25.1 Site Preparation Works**

The Lessee is responsible, at its own cost, for completing the Site Preparation Works prior to undertaking the Fitout Works.

**25.2 Fitout works**

- (a) The Lessee is responsible, at its own cost for undertaking the Fitout Works.
- (b) The Lessee acknowledges that it is accepting the Premises "as is" and that it must remove the existing fire damaged fit out in that part of the Premises described as Shop 1 (**Existing Fitout**) and fully repair the Premises at its own risk and own expense before commencing the Fitout Works and the Site Preparation Works.
- (c) The Lessee must obtain all necessary Authorisations with respect to the removal of the Existing Fitout from the Existing Lessee.
- (d) After the removal of the Existing Fitout and prior to the commencement of the Fitout Works and Site Preparation Works, the Lessee must allow any assessors, inspectors, consultants or agents of the Lessor to enter the Premises to conduct any inspections which the Lessor may deem necessary in its absolute discretion.

**25.3 Lessor's approval of Lessee's Fit Out Works and Site Preparation Works**

The Lessee must not carry out any Fitout Works and Site Preparation Works unless it first obtains the Lessor's written approval of the proposed Fitout Works and Site Preparation Works (in accordance with clause 9.8), and the Lessee otherwise complies with the rest of this

clause 25.

#### **25.4 Preconditions for Fitout Works and Site Preparation Works**

Before it begins to carry out the Fitout Works and Site Preparation Works or if it intends to alter the Fitout Works and Site Preparation Works at any time during the Term, the Lessee must:

- (a) obtain all relevant Authorisations required to carry out the Fitout Works and Site Preparation Works or alteration of the Fitout Works and Site Preparation Works including but not limited to any development approval required by the relevant Authority;
- (b) give the Lessor detailed plans and specifications and any other information reasonably requested by the Lessor in respect of the Fitout Works and Site Preparation Works;
- (c) obtain the Lessor's written consent (not to be unreasonably withheld or delayed) of:
  - (i) the plans and specifications given to the Lessor under clause 25.3(b);
  - (ii) the contractors that the Lessee intends to use to carry out the Fitout Works and Site Preparation Works; and
  - (iii) the documents provided by the Lessee's contractor under clause 25.4(f); and
- (d) engage a tenancy fitout coordinator at the Lessee's cost to approve the Fitout Works and advise the name to the Lessor. The tenancy fitout coordinator will be an Authorised Engineering Organisation in accordance with clause 25.5.

On the date the above pre-conditions are met by the Lessee the Lessor must give the Lessee and the Lessee's Agents involved in doing the Fit Out Works access to and possession of the Premises (with all Site Preparation Works complete) to enable them do such Fitout Works subject to the provisions of this Lease.

#### **25.5 Conduct of the Fitout Works**

The Lessee must, at its cost:

- (a) commence the Fitout Works and Site Preparation Works as soon as practicable after the Lessor gives its consent under clause 25.3;
- (b) to the extent reasonably possible ensure that the Fitout Works do not interfere with pedestrian traffic during peak commuter periods as notified by the Lessor from time to time;
- (c) complete the Fitout Works and Site Preparation Works in accordance with:
  - (i) the Lessor's tenancy fitout guide;
  - (ii) the plans and specifications approved by the Lessor; and
  - (iii) any reasonable conditions imposed by the Lessor as part of its approval of the plans and specifications,
- (d) notify the Lessor immediately on completion of each of the major stages of the Fitout Works and Site Preparation Works;
- (e) ensure that unless otherwise agreed by the Lessor that every head contractor it uses to carry out the Fitout Works and Site Preparation Works has:

- (i) public risk insurance for a sum insured of at least \$50 million in respect of any single claim noting the interests of the Lessor;
  - (ii) third party property insurance for a sum insured of at least \$50 million in respect of any single claim noting the interests of the Lessor and
  - (iii) worker's compensation insurance as required by statute; and
- (f) ensure that every contractor carrying out the Fitout Works and Site Preparation Works submits appropriate safety documentation for review and approval by the Lessor.
- (g) ensure that all Fitout Works are overseen by an Authorised Engineering Organisation who:
- (i) obtains prior to commencing any Fitout Works and Site Preparation Works; and
  - (ii) maintains until the completion of the Fitout Works and Site Preparation Works; and
  - (iii) ensures that each of its contractors obtain and maintain, the AEO status necessary for the Works.

#### **25.6 Ownership of Fitout Works and Site Preparation Works**

The parties acknowledge and agree that any fixtures, fittings, equipment, furnishings and other property installed in the Premises:

- (a) as part of the Site Preparation Works, are taken to be the Lessee's Property as defined in clause 1.1 until end of Term (or the expiry of the new lease if the option to renew under clause 34 is exercised); and
- (b) as part of the Fitout Works are taken to be the Lessee's Property as defined in clause 1.1.

#### **Item 22.34**

Insert clause 26 as follows:

### **26. RESTRUCTURE**

#### **26.1 Acknowledgement by Parties**

The parties acknowledge and agree that:

- (a) the New South Wales Government has indicated that it will restructure Rail Corporation New South Wales ABN 59 325 778 353 (**RailCorp**); and
- (b) the restructure of RailCorp may result in RailCorp's assets, rights and liabilities being transferred to other Government Agencies.

#### **26.2 Lessee's Agreement**

The Lessee agrees:

- (a) that this Lease and any assets, rights or liabilities RailCorp holds in connection with this Lease may be novated, assigned or otherwise transferred from RailCorp to any other



Government Agency;

- (b) to undertake all actions reasonably requested by RailCorp to effect such a novation, assignment or other transfer including execution of the relevant documents which will be prepared and registered by or at the cost of RailCorp.

**Item 22.35**

Insert clause 27 as follows:

**27. RENT FREE PERIOD**

- (a) Despite any other provision in this Lease and subject to clause 27(b), the Lessee shall be granted a rent free period of six (6) calendar months from the Commencing Date to the date which is six (6) calendar months after the Commencing Date.
- (b) The rent concession under clause 27(a):
  - (i) will only apply if the Lessee complies with all terms of this Lease during the rent free period, and;
  - (ii) will not be taken into account in any market rent review.

**Item 22.36**

Insert clause 28 as follows:

**28. AUTHORISATIONS**

- (a) The Lessee must diligently apply for all Authorisations necessary to effect the Fitout Works and the Site Preparation Works must take reasonable steps to keep the Lessor informed of the progress of the applications.
- (b) The Lessor must use reasonable endeavours to consider any applications for Authorisations submitted to it for approval as soon as practicable and cooperate and assist the Lessee with respect to obtaining the Authorisations without unreasonable delay.
- (c) Either party may terminate this Lease by notice in writing to the other party if the Authorisations are not obtained by 1 August 2017. If a party exercises its rights under this clause 28(c), then:
  - (iii) no compensation is payable by that party to the other party;
  - (iv) the Lessee must comply with its obligations under clause 15.8 of this Lease.

**Item 22.37**

Insert clause 29 as follows:

**29. HERITAGE STATUS**

**29.1 Lessee's Acknowledgement of Heritage Status**

The Lessee acknowledges that the Premises is listed under the following *Heritage Act 1977 (NSW)* lists:

- (a) RailCorp's s 170 Heritage and Conservation Register; and
- (b) New South Wales State Heritage Register.

**29.2 Minimum Standards**

- (a) The Premises is to be managed in accordance with:
  - (i) the guidelines known as the 'Minimum Standards of

Maintenance and Repair Guideline'; and  
(ii) the Central Station Conservation Management Plan,  
**(Guidelines).**

(b) The Lessee agrees and accepts that it may only repair and maintain the Premises in accordance with the Guidelines.

### **29.3 Heritage Approval**

(a) The Lessee agrees and accepts that prior to the Lessee undertaking any works to the Premises (including Fitout Works, the Site Preparation Works and other internal and external works):

- (i) Heritage Approval may be required; and
- (ii) Heritage Approval is in addition to any approvals or consent required in clauses 9.8 and 25 of this Lease.

(b) For the avoidance of doubt, the Lessee acknowledges that the following works do not require Heritage Approval:

- (i) day to day minor maintenance and cleaning works;
- (ii) re-fixing existing loose fittings or elements on the Premises; and/or
- (iii) cleaning gutters, or the building using non-abrasive methods and chemicals.

(c) For the avoidance of doubt, the Lessee acknowledges that the following works do require Heritage Approval but, the Lessee acknowledges that the works listed are examples only and this list does not operate as a limitation to the types of works which may require Heritage Approval:

- (i) replacement or installation of infrastructure;
- (ii) repainting or removal of existing paint layers;
- (iii) removing or replacing any existing building materials or signage, or detailed repair works such as sandstone or masonry repairs;
- (iv) replacing roofing and gutters;
- (v) fitout, refurbishment, or internal changes to the layout;
- (vi) installation of bathrooms;
- (vii) removal of original fixtures and fittings such as doors, windows, architraves, ceilings and furnishings;
- (viii) change of the Permitted Use;
- (ix) demolition of any building Structures;
- (x) excavation works;
- (xi) removal of landscaping or gardening elements;
- (xii) installation of new electrical or other systems; and/or
- (xiii) erection of new buildings or Structures on the Premises.

(d) To the extent permitted by law, the Lessee must not make any Claim against the Lessor and releases the Lessor from all Costs and Claims incurred or suffered by the Lessee or the Lessee's Agents (or any person claiming through or on behalf of the Lessee or the Lessee's Agents), arising out of or in connection

the heritage status of the Premises or any Heritage Approval which may be required; and

- (e) This clause 29 is an essential term of this Lease.

**Item 22.38**

Insert clause 30 as follows:

**30. STATION UPGRADE WORKS**

- (a) The Lessee acknowledges and agrees that:
- (i) the Lessor may carry out or authorise Station Upgrade Works that may impact the Lessee's customers' ability to gain access to and from the Premises or the Railway Premises (**Disturbances**);
  - (ii) as a result of potential Disturbances, the Lessee's Business may be adversely affected;
  - (iii) to the extent permitted by law (including on the basis that this lease is subject to the Act) and, except in an Emergency Event, subject to clause 30(b) and (c) below, the Lessee must not make any Claim against the Lessor and releases the Lessor from all Costs and Claims incurred or suffered by the Lessee or the Lessee's Agents (or any person claiming through or on behalf of the Lessee or the Lessee's Agents), arising out of or in connection with any Disturbances caused or contributed to by the Station Upgrade Works referred to in clause 24(a).
- (b) The Lessor acknowledges and agrees that it undertaking works as contemplated by this clause it will make all reasonable efforts to minimise disruption to the Lessee's Business and the access to and use of the Premises and other parts of the Building by the Lessee and its customers and it will give reasonable advance notice of all works contemplated and endeavour to keep the Lessee informed of scheduled works at all times.
- (c) In this clause 30, '**Station Upgrade Works**' includes (but is not limited to):
- (i) any Construction Work which may require closure of all or part of the Railway Premises; and
  - (ii) disturbances, noise, vibration, dust, changes to pedestrian traffic and customer flow or, loss in sales due to proposed works by the Lessor for the accessibility upgrade including the replacement of the footbridge which requires the removal of the existing bridge and the installation of a new bridge.

**Item 22.39**

Insert clause 31 as follows:

**31. EARLY TERMINATION BY THE LESSOR**

- (a) Despite any other provision of this Lease, the Lessor may terminate this Lease if the Lessor wishes to acquire possession of the Premises for any purpose whatsoever (in its absolute discretion) the Lessor gives the Lessee not less than 6 months' written notice that the Lessor requires possession of the

Premises .

- (b) In the event that this Lease is terminated pursuant to clause 31(a),:
  - (i) the Lessee must if requested by the Lessor, execute and deliver to the Lessor (or the Lessor's solicitor) a surrender of this Lease prepared by the Lessor's solicitors; and
  - (ii) the Lessor must provide the Lessee with compensation in an amount equal to sum of the written down value of its unamortised investment in tenancy assets (including Site Preparation Works and Fitout Works) based on a straight line method of depreciation using the effective tax life for the category of each item as determined by the Lessee consistent with the guidance of the ATO; and
  - (iii) the Lessee must before the date of surrender if requested by the Lessor, Make Good the Premises in accordance with clause 15.8.

**Item 22.40**

Insert clause 32 as follows:

**32. MID-TERM REFRESHMENT**

- (a) The Lessee must conduct a Mid-Term Refreshment of the Premises within 6 months of exercising the Option.
- (b) The Lessee must:
  - (i) obtain the Lessor's written consent prior to conducting the Mid-Term Refreshment; and
  - (ii) ensure that the Mid-Term Refreshment is overseen by an Authorised Engineering Organisation who:
    - (A) obtains prior to commencing the Mid-Term Refreshment; and
    - (B) maintains until the completion of the Fitout Works; and
    - (C) ensures that each of its contractors obtain and maintain,  
  
the AEO status necessary for the Works; and
  - (iii) comply with clause 9.8, and any tenant fitout guide adapted by the Lessor then applicable within the Central Station.

**Item 22.41**

Insert clause 33 as follows:

**33. COMPLETION OF THE LEASE**

**33.1 Commencement of Lease**

- (a) The Commencing Date of this Lease will be the date that the Lessor notifies the Lessee that it has received notice of the approval from the Sydney City Council in respect of the

Lessee's application for development approval to effect the Site Preparation Works and Fitout Works for the Premises from either:

- (i) the Lessee; or
  - (ii) Sydney City Council.
- (b) On the Commencing Date, the Lessor must grant, and the Lessee:
- (i) must take the Lease, completed in accordance with this clause 33; and
  - (ii) irrevocably authorises the Lessor (and the Lessor's solicitor) to complete the Lease in accordance with this clause 33.

### **33.2 Authority to complete**

On or after the Commencing Date, the Lessor is authorised to complete the Lease by having its solicitor insert where necessary any details necessary to complete this Lease and to enable its registration including:

- (a) the date of Lease in Item 1 being the date of execution by the Lessor;
- (b) Commencing Date;
- (c) Terminating Date; and

otherwise make any amendment to this Lease to comply with any formal requirement for registration or as otherwise may be agreed in writing by the parties.

### **33.3 Execution and registration**

- (a) Prior to completion of the Lease under clause 33.2 the Lessee will return to the Lessor's solicitor promptly upon receiving execution copies of the Lease:
  - (i) the executed Lease (in duplicate);
  - (ii) evidence of insurances that are required to be taken out by the Lessee under the Lease;
  - (iii) a cheque for registration fees; and
  - (iv) any security documentation required under the Lease.
- (b) The Lessor will procure its solicitor to:
  - (i) hold the Lease in escrow until the Commencing Date;
  - (ii) arrange for execution of the Lease by the Lessor and notify the Lessee and its solicitor of the execution by the Lessor; and
  - (iii) following the Commencing Date, complete the details under clause 33.2, register the Lease and return the Lessee's executed and registered copy of the Lease to

the Lessee's solicitor.

### **33.4 Parties bound prior to Commencing Date**

Notwithstanding the incomplete details in this lease, from the date of execution of this Lease by the Lessor and notification to Lessee of that execution the parties are bound by the provisions of this Lease.

#### **Item 22.42**

#### **Option for a new lease**

Insert clause 34 as follows:

### **34. OPTION FOR NEW LEASE**

#### **34.1 Conditions to exercise**

The Lessor must grant a new lease under this clause 34 on the Terminating Date to commence on the next day only if:

- (a) the Lessee gives the Lessor a notice stating that it wants a new lease of the Premises for the term first specified in Item 21;
- (b) the Lessor receives that notice within the period beginning on the day that is 6 months before the Terminating Date and ending on the day that is 3 months before the Terminating Date;
- (c) when the Lessee gives that notice, and at the Terminating Date, the Lessee is not in unremedied breach of this Lease; and
- (d) the Lessee has been in substantial compliance with the Lessee's obligations under this Lease throughout the Term.

#### **34.2 Conditions of new lease**

The new lease is to be on terms similar to this Lease except that:

- (a) this clause 34 and Item 21 are deleted;
- (b) the rent from the commencing date of the new lease is to be determined as current market rent under clause 3.5 as if the commencing date of the new lease was a Review Date to which current market rent applied;
- (c) the term, the commencing date, the terminating date and the dates and types of rent reviews are to be those specified in Item 21;
- (d) clause 25 is deleted (other than clause 25.6); and
- (e) the new lease must reflect any variations to this Lease which become effective during the Term.

#### **Item 22.43**

Insert clause 35 as follows:

### **35. LESSEE ACKNOWLEDGEMENT**

- (a) The Lessee acknowledges that the area of the Premises exceeds 1,000m<sup>2</sup> and that the Retail Leases Act 1994 would not apply to this lease but for clause 35(b) below.
- (b) The parties agree that this lease shall be interpreted as if the Act applied to the Lease and it was a retail shop lease under

the Act. Any clauses which are therefore implied by the Act into a retail shop lease are implied into this lease and any clauses in this lease which would be void if in a retail shop lease to the extent of inconsistency with the Act or which are overridden by the Act if in a retail shop lease are similarly rendered void or overridden in this lease to the same extent.

- (c) The parties acknowledge and agree that the grant by the Lessor of this lease does not release either the Lessor or the Lessee from any of their obligations and liabilities under the Previous Lease. To the extent that a provision of this lease imposes an obligation on a party which is similar to an obligation owed by a party under the Previous Lease, the obligation in this lease does not operate to limit the obligation of that party under the Previous Lease.

**Item 22.44** Insert clause 36 as follows:

**36. LICENCES**

The Lessor acknowledges that despite any other provision of the Lease the Lessee will be granted the licences for those parts of the Common Areas identified as the Seating Area and Kiosk Area in Annexure B on the terms set out in Annexure B.

**Item 22.45** Insert clause 37 as follows:

**37. LIQUOR LICENSED PREMISES**

**37.1 Obtain and hold licences**

The Lessee agrees, at its cost, to obtain and hold in its name or through a nominee all licences required under the Liquor Act 2007 (called **licence**) to conduct the Lessee's Business throughout the term of this Lease and until the Lessee assigns this Lease with the Lessor's consent.

**37.2 Comply with licence conditions**

The Lessee will:

- (a) comply with the conditions imposed under the licence and all conditions imposed on the holder of a licence by the legislation and regulations;
- (b) comply with lawful demands or requirement of the licensing authorities;
- (c) keep adequate supervision and control over the Premises in accordance with the licence conditions and the legislation;
- (d) prepare and lodge in time all returns required by the licensing authorities and pay when due all fees pursuant to the licence.

**37.3 Notifications to the Lessor**

The Lessee will:

- (a) provide to the Lessor within 7 days:
  - (i) copies of all returns and declarations filed by the Lessee

- with the licensing authorities;
  - (ii) copies of all notices of assessment of licence fees and other requirements for payment under the licence and evidence of payment;
  - (iii) copies of any notices orders or correspondence received from the licensing authorities alleging breach of licence conditions or requiring compliance; and
- (b) advise the Lessor in writing within 7 days:
- (i) that the licensing authorities have instituted any proceedings against the Lessee or the licensee; and
  - (ii) ensure that the licence is renewed as required by law and, if required, restored, and that the Lessee can continuously conduct the business in accordance with the licence at the Premises.

#### **37.4 Maintain and renew**

The Lessee must:

- (a) maintain the licence throughout this Lease and take all necessary action to prevent its loss or termination by cancellation, forfeiture, suspension, expiry or by disqualification of the licensee; and
- (b) ensure that the licence is renewed periodically and, if required, restored, and that the Lessee can continuously conduct the business in accordance with the licence at the Premises.

#### **37.5 Prohibitions**

The Lessee must not:

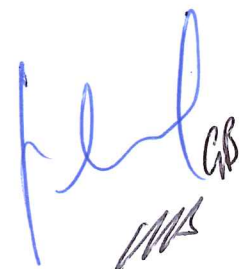
- (a) make any application, or take any action, without the Lessor's prior written consent (not to be unreasonably withheld):
  - (i) to surrender the licence;
  - (ii) to remove the licence to other premises;
  - (iii) for variation of the licence conditions, including trading hours; or
  - (iv) to mortgage, charge or include as security, the licence; or
- (b) transfer the licence, except:
  - (i) when this Lease is assigned with the Lessor's consent to the assignee or its nominee, and in accordance with the conditions of the Lessor's consent; or
  - (ii) to the Lessor or the Lessor's nominee.

#### **37.6 Lessor's powers**

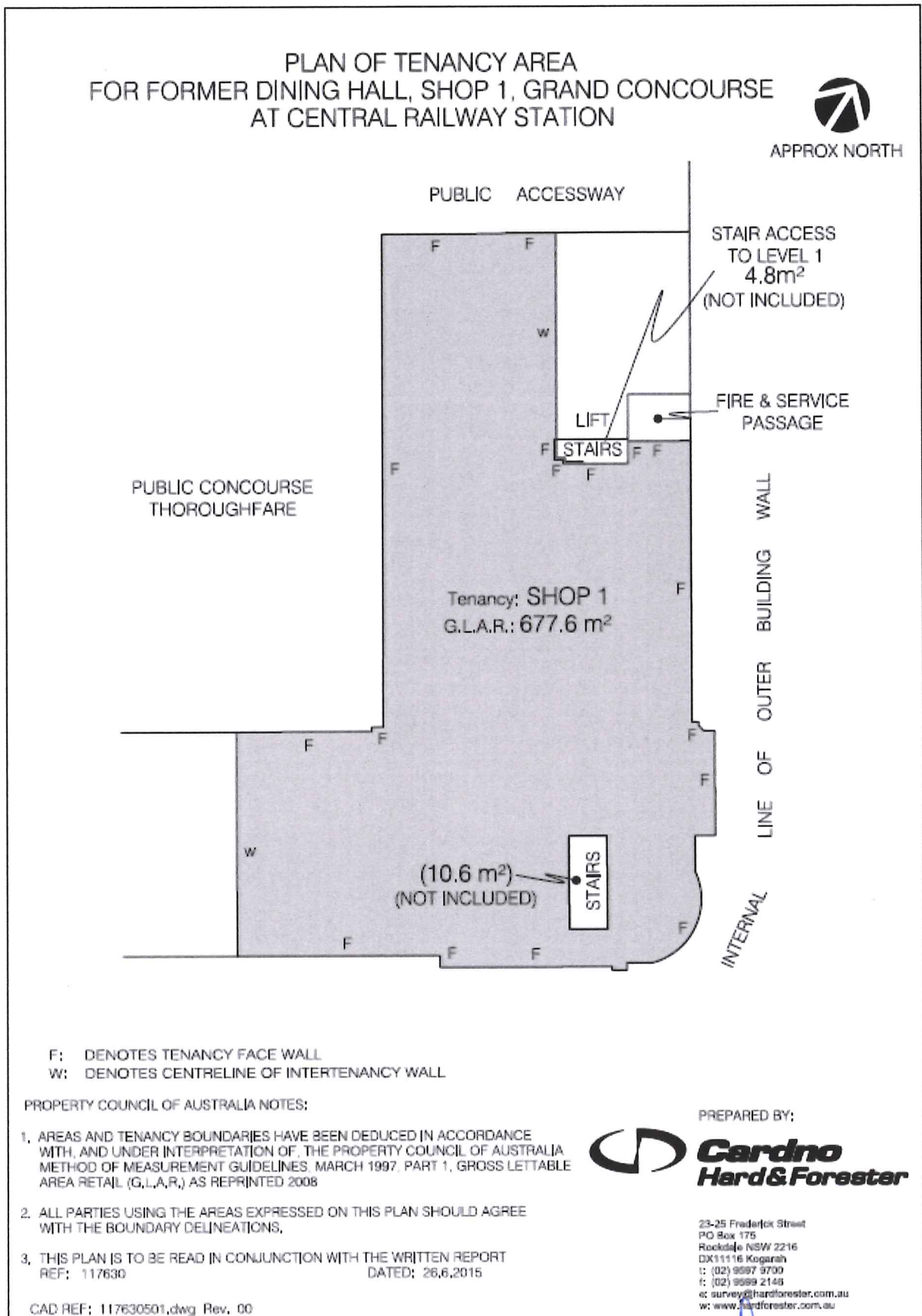
The Lessor is entitled to:



- (a) remedy any breach or default by the Lessee of the conditions of the licence or failure to comply with any lawful requirements of the licensing authorities, at the Lessee's expense;
- (b) make or oppose applications to the licensing authorities or to any court or tribunal, with regard to the licence or any other licence, in order to maintain the preserve of the licence at the Premises or to protect the Lessor's interests as Lessor;
- (c) conduct the business at the Premises and make such application as is required in respect of the licence, including to transfer the licence to the Lessor or the Lessor's nominee, when:
  - (i) the Lessee has ceased trading at the Premises;
  - (ii) the Lessee has vacated the Premises;
  - (iii) the Lessee has become bankrupt or has been placed in liquidation;
  - (iv) this Lease has expired or has been terminated;
  - (v) the licence has been forfeited, cancelled, suspended or expired; or
  - (vi) the licensee has been disqualified from holding the licence.

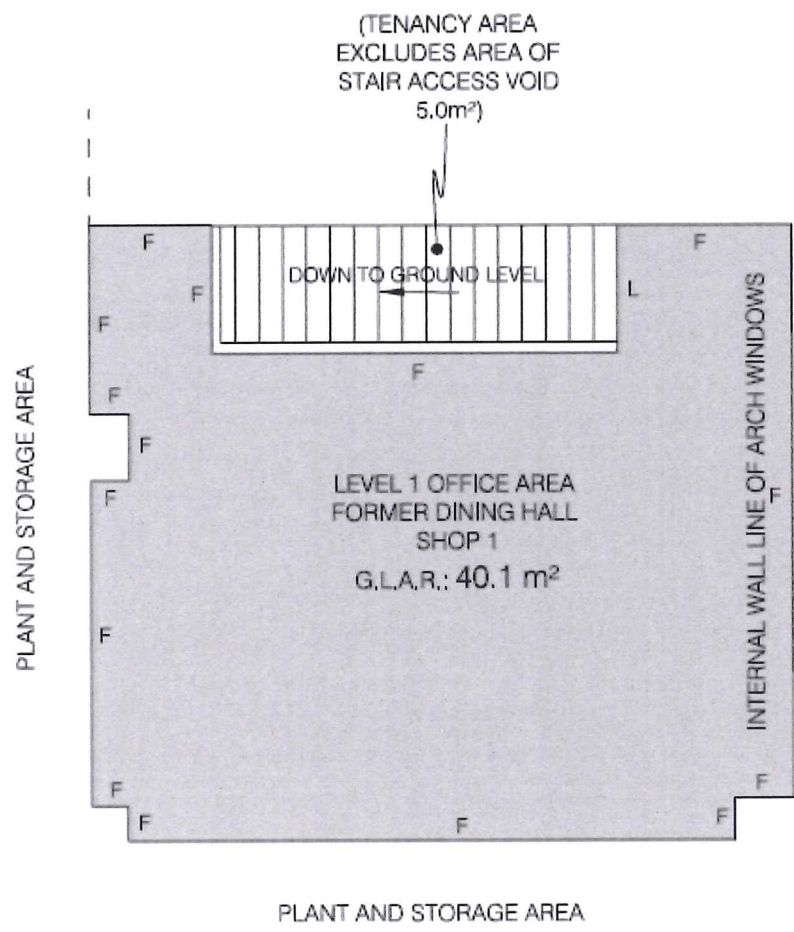


**SCHEDULE 1 TO ANNEXURE A - PLAN OF PREMISES**



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PLAN OF TENANCY AREA  
 FOR LEVEL 1 OFFICE AREA OF  
 FORMER DINING HALL  
 SHOP 1 GRAND CONCOURSE  
 AT CENTRAL RAILWAY STATION



F: DENOTES INTERNAL FACE OF TENANCY WALL  
 L: DENOTES LINE OF STAIR TREAD

PROPERTY COUNCIL OF AUSTRALIA NOTES:

1. AREAS AND TENANCY BOUNDARIES HAVE BEEN DEDUCED IN ACCORDANCE WITH, AND UNDER INTERPRETATION OF, THE PROPERTY COUNCIL OF AUSTRALIA METHOD OF MEASUREMENT GUIDELINES, MARCH 1997, PART 1, GROSS LETTABLE AREA RETAIL (G,L,A,R.) AS REPRINTED 2008
2. ALL PARTIES USING THE AREAS EXPRESSED ON THIS PLAN SHOULD AGREE WITH THE BOUNDARY DELINEATIONS,
3. THIS PLAN IS TO BE READ IN CONJUNCTION WITH THE WRITTEN REPORT  
 REF: 117630 DATED: 10,7,2015



PREPARED BY:

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CAD REF: 117630504.dwg Rev. 00

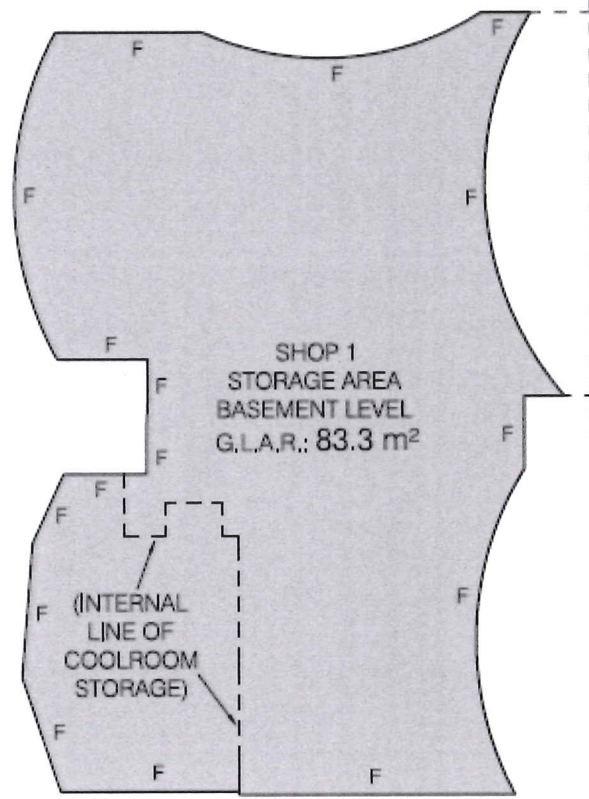
*Handwritten signatures in blue ink, including 'HJL', 'MS', and 'CB'.*

PLAN OF TENANCY AREA  
 FOR FORMER DINING HALL, SHOP 1 STORAGE AREA  
 LOCATED WITHIN THE BASEMENT AREA UNDER  
 THE GRAND CONCOURSE AREA  
 OF CENTRAL RAILWAY STATION



APPROX NORTH

TO EDDY  
 AVENUE SHOPS



F: DENOTES INTERNAL FACE OF TENANCY WALL

PROPERTY COUNCIL OF AUSTRALIA NOTES:

1. AREAS AND TENANCY BOUNDARIES HAVE BEEN DEDUCED IN ACCORDANCE WITH, AND UNDER INTERPRETATION OF, THE PROPERTY COUNCIL OF AUSTRALIA METHOD OF MEASUREMENT GUIDELINES, MARCH 1997, PART 1, GROSS LETTABLE AREA RETAIL (G.L.A.R.) AS REPRINTED 2008
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CAD REF: 117630505.dwg Rev. 00

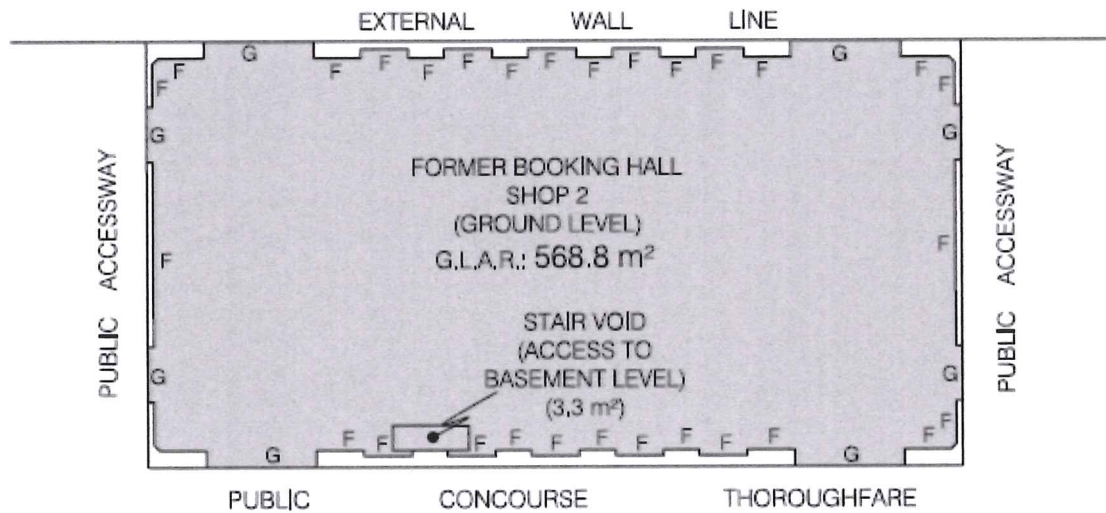
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 w: www.hardforester.com.au

*[Handwritten signatures and initials]*

PLAN OF TENANCY AREA  
FOR FORMER BOOKING HALL - SHOP 2  
GRAND CONCOURSE AT  
CENTRAL RAILWAY STATION



F: DENOTES TENANCY FACE WALL  
G: DENOTES TENANCY FACE OF GLASS

PROPERTY COUNCIL OF AUSTRALIA NOTES:

1. AREAS AND TENANCY BOUNDARIES HAVE BEEN DEDUCED IN ACCORDANCE WITH, AND UNDER INTERPRETATION OF, THE PROPERTY COUNCIL OF AUSTRALIA METHOD OF MEASUREMENT GUIDELINES, MARCH 1997, PART 1, GROSS LETTABLE AREA RETAIL (G,L,A,R.) AS REPRINTED 2008
2. ALL PARTIES USING THE AREAS EXPRESSED ON THIS PLAN SHOULD AGREE WITH THE BOUNDARY DELINEATIONS.
3. THIS PLAN IS TO BE READ IN CONJUNCTION WITH THE WRITTEN REPORT  
REF: 117630 DATED: 10.7.2015

CAD REF: 117630502.dwg Rev. 00

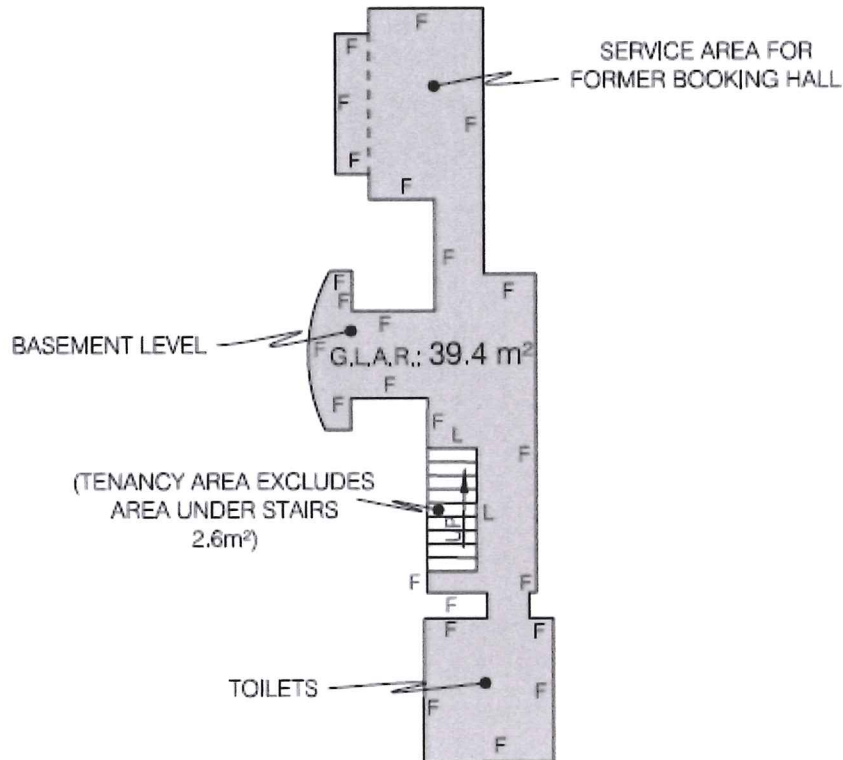
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w: www.hardforester.com.au

*Handwritten signatures and initials in blue ink.*

PLAN OF TENANCY AREA  
 FOR THE SERVICE AREA LOCATED BELOW  
 THE GROUND FLOOR OF THE FORMER BOOKING HALL  
 SHOP 2 AT CENTRAL RAILWAY STATION



F: DENOTES TENANCY FACE WALL  
 L: DENOTES LINE OF STAIRS

PROPERTY COUNCIL OF AUSTRALIA NOTES:

1. AREAS AND TENANCY BOUNDARIES HAVE BEEN DEDUCED IN ACCORDANCE WITH, AND UNDER INTERPRETATION OF, THE PROPERTY COUNCIL OF AUSTRALIA METHOD OF MEASUREMENT GUIDELINES, MARCH 1997. PART 1, GROSS LETTABLE AREA RETAIL (G.L.A.R.) AS REPRINTED 2008
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 REF: 117630 DATED: 10.7.2015

CAD REF: 117630503.dwg Rev. 00

PREPARED BY:



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*Handwritten signatures in blue ink, including 'JLD', 'SLB', and 'CB'.*

**THIS IS ANNEXURE B REFERRED TO IN THE LEASE BETWEEN RAIL CORPORATION  
NEW SOUTH WALES ABN 59 325 778 353 AS LESSOR AND DELAWARE NORTH  
FOOD SERVICES PTY LIMITED ABN 59 325 778 353 AS LESSEE DATED**

---

**1 Seating Area Licence**

---

**1.1 Definitions**

(a) In this clause 1:

**Licence Fee** means \$1.00 plus GST, if demanded.

**Seating Area** means the area shown on the Seating Area Plan in Schedule 1 of Annexure B.

**Use** means use as a customer seating area in conjunction with the Premises, and the use of which must at all times be consistent with and not more extensive than the permitted use in Item 7.

(b) Capitalised expressions which are not defined in clause 1.1(a) but which have a defined meaning in the Lease have the same meaning in this clause 1 as in the Lease.

**1.2 Grant**

(a) The Lessor grants to the Lessee a licence to use the Seating Area for the Use.

(b) The Lessee must pay the Licence Fee at the same time and in the same manner as the Rent under the Lease.

**1.3 Term**

This licence starts on the Commencing Date and ends on the date the Lease comes to an end.

**1.4 Rights contractual only**

The rights given to the Lessee by this licence are contractual only and do not give the Lessee any estate or interest in the Seating Area or the Building.

**1.5 Security for the licence**

(a) The Lessee has furnished a Bank Guarantee to the Lessor under Item 16 and clause 17 of the Lease.

(b) Clause 17.1(d) of the Lease grants to the Lessor the right to have recourse to the Bank Guarantee in the event of a default by the Lessor under the Lease.

(c) The Lessor and the Lessee acknowledge and agree that:

(i) from the Commencing Date, and at any time during the Term or any holding over, the Lessor may also have recourse to the Bank Guarantee furnished under the Lease on account of any moneys payable to the Lessor by the Lessee under this licence;

(ii) this subclause 1.5(c) effects a variation of clause 17.1(d) of the Lease and, from the Commencing Date, the words "under this Lease" in line 1 of clause 17.1(d) of the Lease shall be amended to read "under this lease and under the licence granted by this clause 1 .... "; and

- (iii) for all purposes of construction and interpretation, this clause 1.5(c) overrides clause 17.1(d) of the Lease, despite the fact a registrable variation of the Lease has not been executed by the parties.
- (d) No additional security by way of Bank Guarantee is or shall be required to be furnished by the Lessee to the Lessor under this licence.

## 1.6 Insurance

The Lessee's obligations under clause 12 of the Lease apply to this licence.

## 1.7 Lessee's obligations

- (a) The Lessee must:
  - (i) keep the Seating Area clean, tidy and in a fit and tenable condition;
  - (ii) obtain and maintain all the necessary licences, consents and approvals to enable the Lessee to use the Seating Area for the Use during the Term. Without limiting this subclause, the consents referred to include development consent from the City of Sydney Council (**Council**) for the seating. The Lessor may serve written notice on the Lessee at any time during this licence requiring the Lessee to provide a valid enforceable development consent in respect of the Seating Area within 28 days of service of such notice and the Lessee must be able to so prove the existence of such a consent;
  - (iii) comply with all statutes, regulations and ordinances relevant to the use of the Seating Area for the Use;
  - (iv) remove the Lessee's property from the Seating Area and make good any damage caused by the occupation of the Seating Area or the removal of the Lessee's property from the Seating Area, fair wear and tear excepted, on or before the expiry date of the licence;
  - (v) not trade outside the Seating Area, unless this licence were to be varied or extended to include further areas to which both Council and the Lessor give their consent. Any such consent by the Lessor would be subject to such terms and conditions as the Lessor is prepared to agree in its discretion;
  - (vi) not part with possession of the Seating Area or any part of it to any other person, whether by assignment, sub-licence or any other means subject to clause 14 in connection with an assignment or sublease of the Lease;
  - (vii) not interfere with the enjoyment of the Building by or create a nuisance for the Lessor and occupiers and other users of the Building. It is acknowledged and agreed that the Lessee's use and occupation of the Seating Area pursuant to the terms of this licence will not constitute an interference or nuisance;
  - (viii) not affix any promotional material on the Seating Area other than in accordance with clause 9.8(b) of the Lease, the provisions of which are incorporated into this licence in full except that "Premises" is replaced by "Seating Area";
  - (ix) not store in the Seating Area any goods at all;
  - (x) not conduct any activity or activities in the Seating Area that may reasonably constitute a risk to the structure, nature or condition of the Seating Area or other parts of the Building;
  - (xi) not in any way, by the storage of goods or otherwise, impede the fire sprinklers or emergency exits in, or in the vicinity of, the Seating Area;



- (xii) not place more than the number of tables and chairs on the Seating Area than permitted on the Authorisations.

**1.8 Lessor's entry**

- (a) The Lessor may enter the Seating Area to inspect the Seating Area or to carry out repairs, renovations, maintenance or modifications of or to the Seating Area or the Building which are deemed necessary by the Lessor.
- (b) The Lessor must give reasonable prior notice to the Lessee and must use its reasonable endeavours to cause as little inconvenience to the Lessee as is practicable in the circumstances.

**1.9 Further provisions**

The Lessor and the Lessee agree that except to the extent inconsistent with the preceding provisions of this licence, the provisions of the Lease will apply to this licence except that all references to "Premises" are taken to be references to "Seating Area".

## **2 Kiosk Licence**

---

### **2.1 Definitions**

- (a) In this clause 2:

**Licence Fee** means \$1.00 plus GST, if demanded.

**Kiosk Area** means the area shown on the Kiosk Area Plan in Schedule 2 of Annexure B.

**Use** means placement of a kiosk for the purpose of retailing food and beverages.

- (b) Capitalised expressions which are not defined in clause 2.1(a) but which have a defined meaning in the Lease have the same meaning in this clause 2 as in the Lease.

### **2.2 Grant**

- (a) The Lessor grants to the Lessee a licence to use the Kiosk Area for the Use.
- (b) The Lessee must pay the Licence Fee at the same time and in the same manner as the Rent under the Lease.

### **2.3 Term**

This licence starts on the Commencing Date and ends on the date the Lease comes to an end.

### **2.4 Rights contractual only**

The rights given to the Lessee by this licence are contractual only and do not give the Lessee any estate or interest in the Kiosk Area or the Building.

### **2.5 Security for the licence**

- (a) The Lessee has furnished a Bank Guarantee to the Lessor under Item 16 and clause 17 of the Lease.
- (b) Clause 17.1(d) of the Lease grants to the Lessor the right to have recourse to the Bank Guarantee in the event of a default by the Lessor under the Lease.
- (c) The Lessor and the Lessee acknowledge and agree that:
- (i) from the Commencing Date, and at any time during the Term or any holding over, the Lessor may also have recourse to the Bank Guarantee furnished under the Lease on account of any moneys payable to the Lessor by the Lessee under this licence;
  - (ii) this subclause 2.5(c) effects a variation of clause 17.1(d) of the Lease and, from the Commencing Date, the words "under this Lease" in line 1 of clause 17.1(d) of the Lease shall be amended to read "under this lease and under the licence granted by this clause 2 .... "; and
  - (iii) for all purposes of construction and interpretation, this clause 2.5(c) overrides clause 17.1(d) of the Lease, despite the fact a registrable variation of the Lease has not been executed by the parties.
- (d) No additional security by way of Bank Guarantee is or shall be required to be furnished by the Lessee to the Lessor under this licence.

## 2.6 Insurance

The Lessee's obligations under clause 12 of the Lease apply to this licence.

## 2.7 Lessee's obligations

- (a) The Lessee must:
- (i) keep the Kiosk Area secure;
  - (ii) keep the Kiosk Area clean, tidy and in a fit and tenable condition;
  - (iii) obtain and maintain all the necessary licences, consents and approvals to enable the Lessee to use the Kiosk Area for the Use during the Term. Without limiting this subclause, the consents referred to include development consent from the City of Sydney Council (**Council**) for the Use. The Lessor may serve written notice on the Lessee at any time during this licence requiring the Lessee to provide a valid enforceable development consent in respect of the Kiosk Area within 28 days of service of such notice and the Lessee must be able to so prove the existence of such a consent;
  - (iv) comply with all statutes, regulations and ordinances relevant to the use of the Kiosk Area for the Use;
  - (v) remove the Lessee's property from the Kiosk Area and make good any damage caused by the occupation of the Kiosk Area or the removal of the Lessee's property from the Kiosk Area, fair wear and tear excepted, on or before the expiry date of the licence;
  - (vi) not trade outside the Kiosk Area, unless this licence were to be varied or extended to include further areas to which both Council and the Lessor give their consent. Any such consent by the Lessor would be subject to such terms and conditions as the Lessor is prepared to agree in its discretion;
  - (vii) not part with possession of the Kiosk Area or any part of it to any other person, whether by assignment, sub-licence or any other means subject to clause 14;
  - (viii) not interfere with the enjoyment of the Building by or create a nuisance for the Lessor and occupiers and other users of the Building. It is acknowledged and agreed that the Lessee's use and occupation of the Kiosk Area pursuant to the terms of this licence will not constitute an interference or nuisance;
  - (ix) not affix any promotional material on OR near the Kiosk Area other than in accordance with clause 9.8(b) of the Lease, the provisions of which are incorporated into this licence in full except that "Premises" is replaced by "Kiosk Area";
  - (x) not store in the Kiosk Area any goods at all;
  - (xi) not conduct any activity or activities in the Kiosk Area that may reasonably constitute a risk to the structure, nature or condition of the Kiosk Area or other parts of the Building; or
  - (xii) not in any way, by the storage of goods or otherwise, impede the fire sprinklers or emergency exits in, or in the vicinity of, the Kiosk Area.

2.8 **Lessor's entry**

- (a) The Lessor may enter the Kiosk Area to inspect the Kiosk Area or to carry out repairs, renovations, maintenance or modifications of or to the Kiosk Area or the Building which are deemed necessary by the Lessor.
- (b) The Lessor must give reasonable prior notice to the Lessee and must use its reasonable endeavours to cause as little inconvenience to the Lessee as is practicable in the circumstances.

2.9 **Further provisions**

The Lessor and the Lessee agree that except to the extent inconsistent with the preceding provisions of this licence, the provisions of the Lease will apply to this licence except that all references to "Premises" are taken to be references to "Kiosk Area".



SCHEDULE 1 TO ANNEXURE B - PLAN OF SEATING AREA

SHOPFRONT SEATING AREA ADJACENT TO  
FORMER DINING HALL - SHOP 1  
CENTRAL RAILWAY STATION



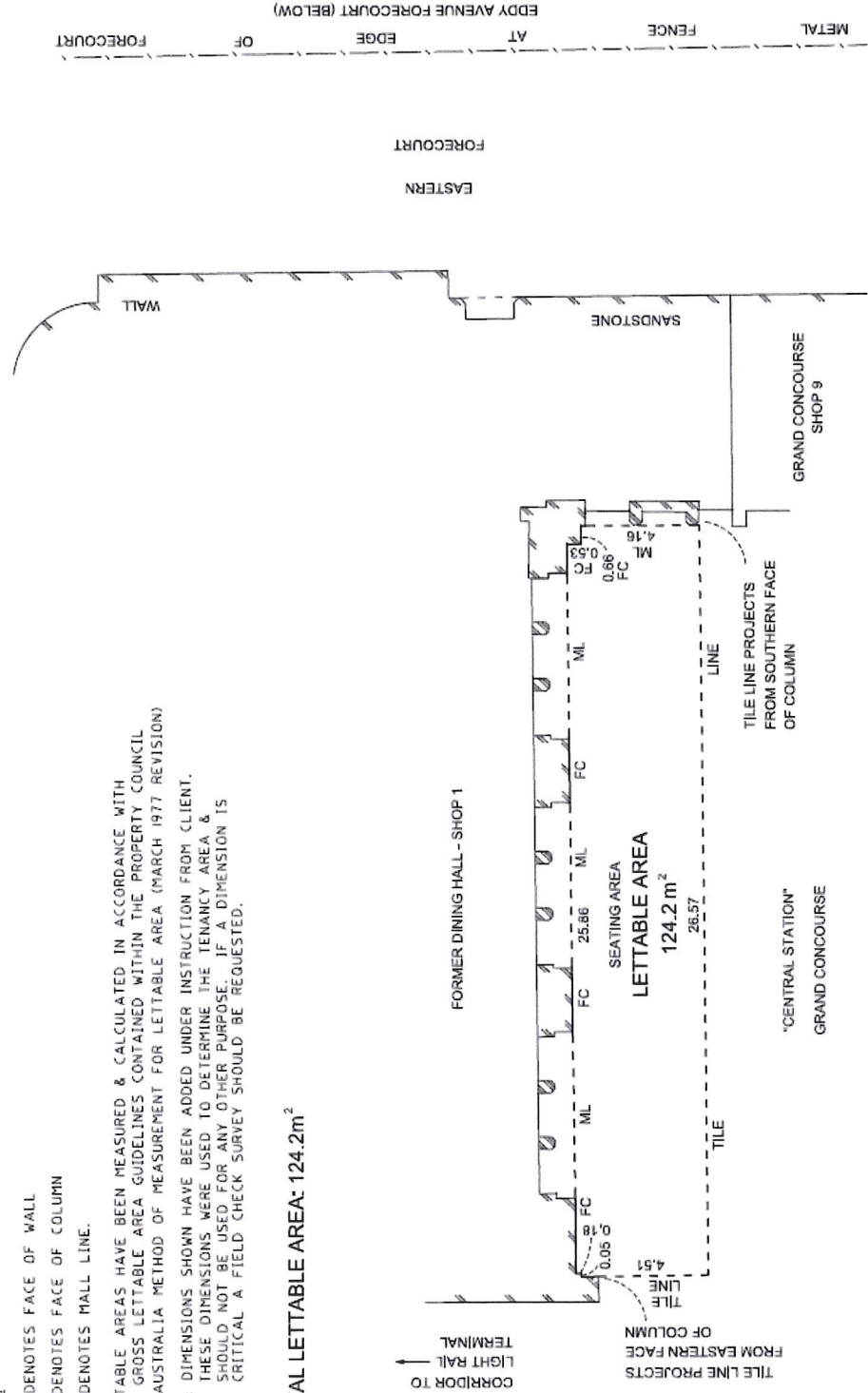
NOTES:

- FW DENOTES FACE OF WALL
- FC DENOTES FACE OF COLUMN
- ML DENOTES MALL LINE.

LETTABLE AREAS HAVE BEEN MEASURED & CALCULATED IN ACCORDANCE WITH THE GROSS LETTABLE AREA GUIDELINES CONTAINED WITHIN THE PROPERTY COUNCIL OF AUSTRALIA METHOD OF MEASUREMENT FOR LETTABLE AREA (MARCH 1977 REVISION)

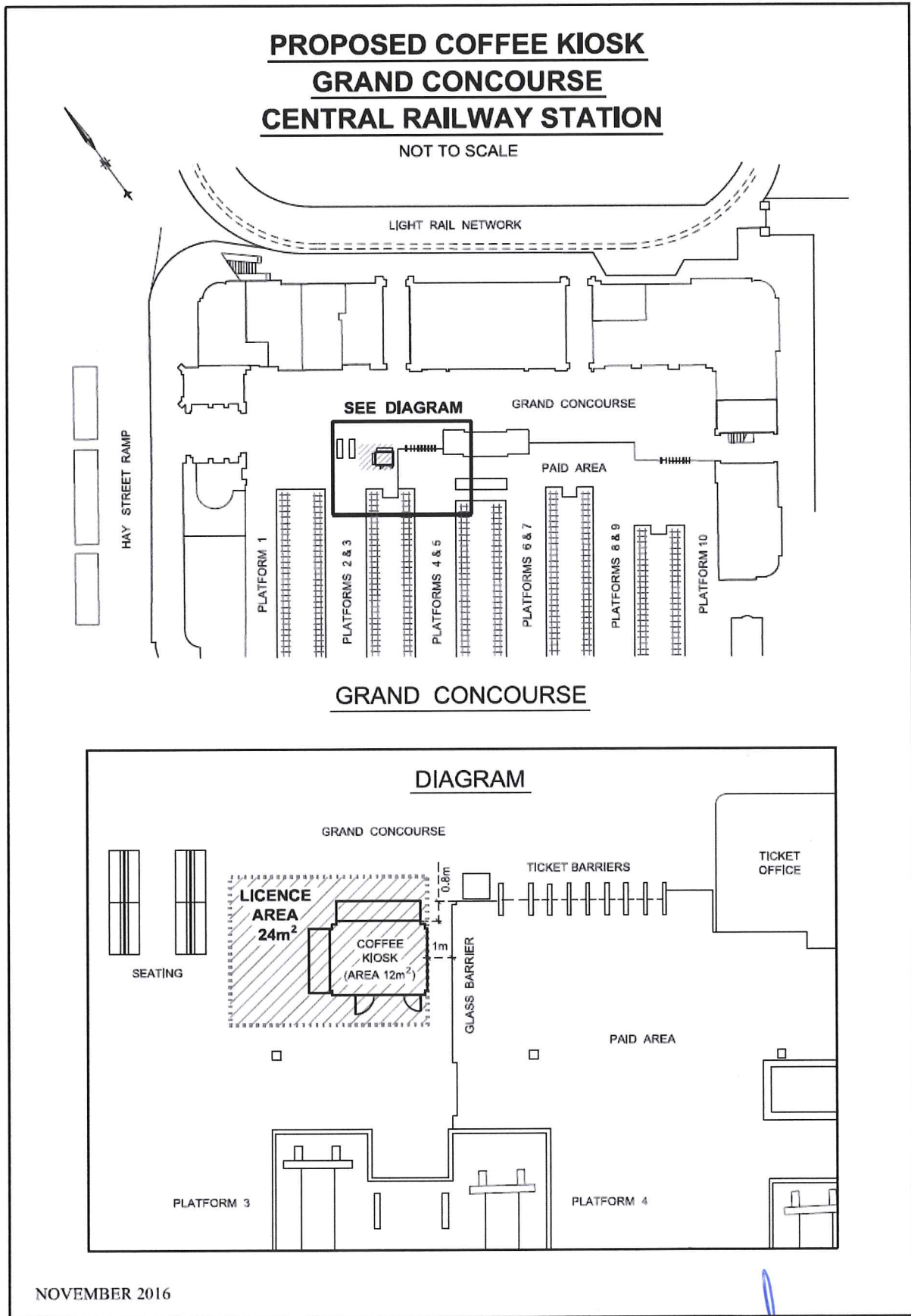
CAUTION: DIMENSIONS SHOWN HAVE BEEN ADDED UNDER INSTRUCTION FROM CLIENT. THESE DIMENSIONS WERE USED TO DETERMINE THE TENANCY AREA & SHOULD NOT BE USED FOR ANY OTHER PURPOSE. IF A DIMENSION IS CRITICAL A FIELD CHECK SURVEY SHOULD BE REQUESTED.

TOTAL LETTABLE AREA: 124.2m<sup>2</sup>

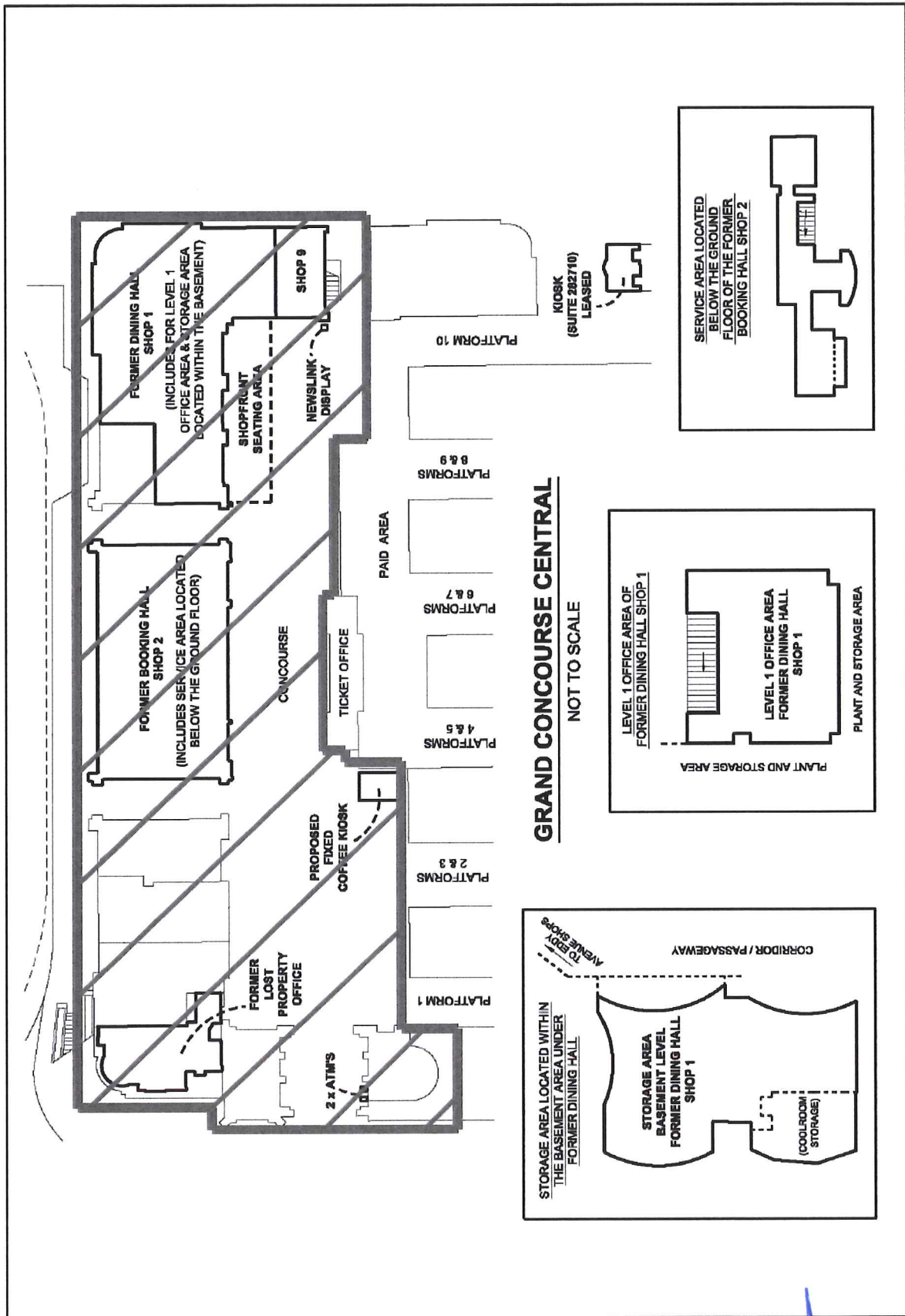


*Handwritten signatures and initials in blue ink, including a large signature and the initials 'CB'.*

SCHEDULE 2 TO ANNEXURE B - PLAN OF KIOSK AREA



ANNEXURE C - PLAN OF EXCLUSIVE AREA



*Handwritten signatures and initials in blue ink.*


# Signing Page

**EXECUTED** as an agreement

We certify this dealing to be correct for the purposes of the *Real Property Act 1900* (NSW).

## Lessor

I certify that I am an eligible witness and the Lessor's authorised officer signed this lease in my presence.

  
\_\_\_\_\_

Signature of witness

DANA STANKOVIC  
\_\_\_\_\_


Name of witness

36 GEORGE ST  
\_\_\_\_\_

Address of witness

BURWOOD 2134  
\_\_\_\_\_

Certified correct for the purposes of the Real Property Act 1900 by the authorised officer named below.

  
\_\_\_\_\_

Signature of authorised officer

JOHN CAMARISA  
\_\_\_\_\_

Authorised officer's name

A/CM PROPERTY  
\_\_\_\_\_

Authority of officer

**Rail Corporation New South Wales**  
**ABN 59 325 778 353**  
\_\_\_\_\_

Signing on behalf of

## Lessee

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Corporation: **DELAWARE NORTH FOOD SERVICES PTY LIMITED ABN 45 004 292 951**

Authority: Section 127 of the Corporations Act

  
\_\_\_\_\_


Signature of authorised person

Gary Brown  
\_\_\_\_\_

Name of authorised person

Managing Director  
\_\_\_\_\_

Office held

  
\_\_\_\_\_

Signature of authorised person

Andrew Stephens  
\_\_\_\_\_

Name of authorised person

Executive Director of Finance  
\_\_\_\_\_

Office held

**N.B.** s.117 of the *Real Property Act 1900* requires that you must have known the signatory for more than 12 months or have sighted identifying documentation