

**NOTICE OF LANDLORD'S INTENTION TO OFFER A RENEWAL OF LEASE**  
(Retail Leases Act 2003 )

**TO:** Aboriginal and Torres Strait Islander Corporation Family Violence Prevention and Legal Service (Victoria)

**PREMISES:** Part 27 Pyke Street, Bairnsdale  
As per lease dated: 19/12/15

**LEASE DATED:** 19<sup>th</sup> December 2015

**TAKE NOTICE** that you are offered a renewal of lease on the terms set out in this notice.

**Terms of proposed lease**

Lease Term: 2 (two) years


Lease Commencement: 1<sup>st</sup> July 2018

Commencing rent: \$14622.48 + GST per annum

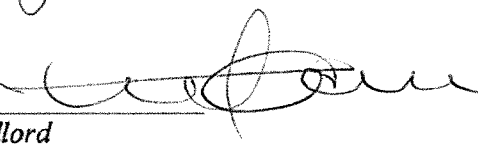
and otherwise on the same terms as the present lease.

This offer is incapable of revocation for one month after it is made except with your consent. If you wish to accept this offer you must do so in writing by the: **30<sup>th</sup> March 2018.**

**Dated:** 22.2.2018

JAMNAIA WILLIAMS   
Tenant

**Dated:**

WILLIAM GAURCE   
Agent/Landlord

rec'd 23-18  
emailed to FVPLS  
JAN

# Deed of Lease of Commercial or Industrial Premises

<b>Lessor:</b>		HICKSPOINT PTY LTD (ACN 005 106 150) of registered address 14 Ruskin Street, Orbost 3888
<b>Lessee:</b>		ABORIGINAL AND TORRES STRAIT ISLANDER CORPORATION FAMILY VIOLENCE PREVENTION AND LEGAL SERVICE (VICTORIA) (ABN 47 125 370 108) of 292 Hoddle Street, Abbotsford 3067
<b>Guarantor:</b>		
<b>Property:</b>	<i>Street address</i>	Part 27 Pyke Street Bairnsdale, being the ground floor and first floor areas coloured pink on the attached Plan, along with the shared use of the ground floor area coloured red on the attached plan.
	<i>Title</i>	Volume 10922 Folio 878
	<i>Parking</i>	3 spaces

The lessor leases the property to the lessee on the terms and conditions herein contained.

The parties agree that other than for completion of the summary, any alterations and additions to the lease covenants in Part B of this lease will be made by way of addition at clause 2 of Part A.

## PART A

### 1. Summary

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- (a) **Term** (clause 2)  
Commencing 9 December 2015 and expiring on 30 June 2018
- (b) **Further term** (clause 2)  
Two (2) further terms, each of Two (2) years
- (c) **Rent and GST** (clause 3)
- (i) \$14,000.00 per annum by monthly instalments, in advance of \$1,116.66 calculated for the year following the commencement day.
  - (ii) The first monthly payment is due on 9 December 2015.
  - (iii) Goods and services tax is payable by the lessee in addition to the rent.

(d) **Rent reviews** (clause 3)

Rent reviews	Melbourne all groups CPI	Market	Percentage
09/12/2016	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
09/12/2017	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
30/06/2018	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
30/06/2019	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
30/06/2020	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
30/06/2021	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

(e) **Outgoings** (clause 3)

- (i) **Defined outgoings** are council rates, water rates, land tax on a single holding basis building and public risk insurance and strata levies. Percentage payable by lessee is 40%, which is the ratio of the area of the demised premises to the total lettable area.
- (ii) **40% of water usage, gas, electricity, telephone and other utilities** that are provided to the premises are to be paid by the lessee as they fall due.

(f) **Bond** (clause 3)

\$1,166.67.

(g) **Interest on overdue money** (clause 3)

8%

(h) **Use** (clause 4)

Community legal service

(i) **Insurance and indemnity** (clause 7)

Minimum public liability insurance \$10,000,000.00

(j) **Guarantors** (clause 9)

Not applicable

### 2. Alterations or additions to Part B – Not applicable

## PART B

Any alterations and additions to Part B should be made at clause 2 of Part A.

### Contents

Clause	Description
1	Definitions and interpretation
2	Term, further term and holding over
3	All agreements relating to money
4	Use
5	Assignment and subletting
6	Maintenance repairs alterations and additions

Clause	Description
7	Insurance and indemnity
8	Damage
9	Guarantors
10	Default
11	General agreements
	EXECUTION PAGE

#### 1. Definitions and interpretation

- (a) The lessor includes its executors, administrators, successors, and assigns and for the purpose of giving any notice under this lease, the managing agent appointed by the lessor from time to time.
- (b) The lessee includes its executors, administrators, successors and assigns.
- (c) The estate means the land and buildings and any extensions or alterations thereto of which the demised premises form part.
- (d) Any provision of this lease to be performed by 2 or more persons shall bind those persons jointly and severally.
- (e) Any reference in this lease to any statute or regulation is deemed to include all amendments and revisions made from time to time to that statute or regulation.
- (f) Any reference in this lease to a month or monthly shall mean respectively calendar month and calendar monthly.
- (g) Reference to any authority, institute, association or body whether statutory or otherwise shall in the event of any such authority, institution, association or body ceasing to exist or being reconstituted renamed

or replaced or the powers or functions thereof being transferred to any other organisation be deemed to refer respectively to the organisation established or constituted in lieu of or replacement for or which serves substantially the same purpose or objects of such authority institute association or body.

#### 2. Term, further term and holding over

- (a) The term of this lease is as stated in **summary (a)** hereto commencing and terminating on the days shown on the front page hereof hereinafter called 'the commencement date' and 'the termination date'.
- (b) If the lessee desires to have a further lease of the demised premises granted to it for the further term specified in **summary (b)** hereof and gives to the lessor notice in writing to that effect not more than twelve months and not less than 6 months prior to the termination date, then provided at the date of the exercise of this option and at the termination date there is no subsisting breach by the lessee of the terms and conditions herein contained the lessor shall grant to the lessee a lease of the demised premises for the further term specified in **summary (b)** hereto upon and subject to the same terms and conditions

contained in this lease except this provision unless a further option is shown in **summary (b)** at a rental determined by the method specified in the table in **summary (d)**.

- (c) Should the lessee continue to occupy the demised premises after the termination date otherwise than pursuant to the grant of a further lease then they shall do so as a monthly tenant upon the same terms and conditions hereof as are appropriate and such tenancy shall be determinable by either party giving to the other at any time one months notice in writing to that effect.

### **3. All agreements relating to money**

#### **(a) Rent & reviews of rent**

- (i) For the first one year period of the term hereof the lessee will pay to the lessor at its address appearing on the first page hereof, or as the lessor shall from time to time in writing direct, without demand from the lessor and without any deduction whatsoever a rent at the rate specified in **summary (c)** per annum such rent to be paid in advance by regular and consecutive monthly payments specified in **summary (c)** each on the first day of each month during the term, except the first and last payments which if necessary will be proportionate, the first being payable on the date of commencement of the term provided always that after the first one year of the term of the lease, or if renewed after the first year of the renewed term, the annual rental shall be increased by the method specified in the table in **summary (d)**, provided that should at any time The Consumer Price Index cease to be published then the lessor and lessee agree to replace the Consumer Price Index with such other index as shall be published to replace the Consumer Price Index and in the absence of such agreement being reached that other index shall be the index which most appropriately reflects fluctuations in the costs of living in Melbourne.
- (ii) If this lease provides for an option in **summary (b)** and **summary (d)** provides that the rent for the first year of the renewed term of the option period is to be reviewed to market then:

- (1) The lessee may by notice to the lessor given within the period that begins 6 months before and ends three months before the last day on which the option may be exercised request a determination of the current market rent, unless the lessor and the lessee have already agreed as to what the actual amount of that rent is to be.
- (2) If the lessee makes such a request, the amount of the current market rent is to be determined in accordance with the provisions hereof, and the period within which the lessee must exercise the option is 21 days after the determination of rent is notified to the lessee in writing. If the determination of rent is not notified within 21 days before the end of the term of the lease, the lessee may exercise the option within 21 days after the determination is notified in writing to the lessee, whether before or after the term of the lease, and the term of the lease is extended by the appropriate period to enable the lessee to exercise the option after the lease would otherwise expire.
- (3) The parties to the lease are to pay the costs of the determination of current market rent in equal shares.
- (4) If the term of the lease is 12 months or less, the periods of 6 months and three months in this clause are shortened to three months and 30 days respectively.
- (iii) In the event of the lessee requesting a determination of the market rental pursuant to the preceding paragraphs or in the event of the lessor and the lessee otherwise failing to agree on the new market rental, then the new market rental shall be determined by an independent valuer appointed by agreement between the lessor and lessee or failing agreement nominated by the proper officer of the State division of the Australian Institute of Valuers such valuer shall be deemed an expert and not an arbitrator and their decision shall be final and binding on both parties and their expenses shall be shared equally by the lessor and the lessee provided always that if the independent valuer's rental determination is less than the

rental payable immediately before the review then the lessor and lessee agree that the new rental shall default to that rental payable immediately before the review.

- (iv) In determining the current market rent that would reasonably be expected to be paid for the premises, the independent valuer must take the following matters into account:

- (1) The provisions of the lease;
- (2) The rent that would reasonably be expected to be paid for the premises if it were unoccupied and offered for renting for the same or a substantially similar use to which the premises may be put under the lease;
- (3) The gross rent, less the lessor's outgoings payable by the lessee; and
- (4) That the current market rent is that expected to be paid as between a willing lessor and a willing lessee in an arm's length transaction, where the parties are each acting knowledgeably, prudently and without compulsion.

- (v) The independent valuer must not take into account the value of any goodwill created by the lessee's occupation or the value of the lessee's fixtures and fittings.

- (vi) The lessor must provide the independent valuer with such information as the independent valuer reasonably requires in assisting with the determination of current market rent.

- (vii) The independent valuer's valuation is to be in writing and is to contain detailed reasons for the valuer's determination and to specify the matters to which the valuer had regard for the purposes of making their determination.

**(b) Defined outgoings**

The lessee shall pay as and when they fall due their proportion of the outgoings defined in **summary (e)** hereof. In the event of failure by the lessee to pay such outgoings then the lessor may pay them and recover the amount paid from the lessee who shall be in default hereunder.

**(c) Total outgoings**

- (i) If applicable the lessee shall pay to the lessor that percentage specified in **summary (e)** of the total outgoings of the estate a budget for which shall be calculated from time to time by the lessor or its managing agent and notice in writing of the amount of the contribution shall be given to the lessee who shall pay such contribution by equal monthly instalments on the same days due for payment of rent. At the end of each year of the term of the lease an account shall be taken of the actual percentage of the actual outgoings and if different from the budgeted proportion of outgoings paid by the lessee then any shortfall will be paid by the lessee to the lessor and any excess payment will be refunded by the lessor to the lessee. The actual outgoings means the net amount paid or payable by the lessor having made allowance for any input tax credit available to the lessor;

- (ii) The expression "the total outgoings of the estate" shall in this lease mean the aggregate of all the outgoings, costs and expenses of the lessor paid or payable or otherwise incurred by the lessor in respect of the land and buildings in the conduct, management, repair, renovation and maintenance thereof including but without limiting the generality of the foregoing the following:

- (1) All rates, taxes, excluding income tax but including land tax on a single holding basis, charges, assessments, duties, impositions and fees payable to any government, local government, semi-government or other competent authority, insurance including public risk and loss of rents insurance, costs inclusive of wages of the operation, supply, repair, renovation, maintenance, management, control and administration of the estate, its facilities, plant, equipment and services, strata title levies, charges for lighting, power and gas, cleaning, landscaping, security, removal of wastes and garbage.

(d) **Other expenditure**

The lessee is to pay punctually for all water, gas, electricity, telephone, heat and other utilities that are provided to the premises.

(e) **Bond**

The lessee shall either provide a bank guarantee for or pay to the lessor the amount specified in **summary (f)** as security for the due performance by the lessee of its covenants hereunder. A breach of covenant shall entitle the lessor to call upon the guarantee for or utilise such amount towards the cost of rectifying any breach otherwise the amount less any necessary expenditure shall be refunded to the lessee at the end of the lease and any guarantee released. A bank guarantee shall be in favour of the lessor not have a termination date and shall be expressed to be security for the performance by the lessee of its obligations under the lease.

(f) **Goods and services tax (GST)**

- (i) The lessor shall provide the lessee with a tax invoice in relation to any taxable supply made to the lessee who shall pay to the lessor the applicable GST in addition to the cost of the supply.
- (ii) Rent is exclusive of GST and is payable in addition to the rent, unless rent is expressed to be inclusive of GST in the summary.
- (iii) The lessor must pass the benefit of any input tax credits received by the lessor in relation to any amount payable by the lessee to the lessee.

(g) **Interest on overdue money**

In the event of any rental or other money due by the lessee under this lease remaining unpaid for a period of 14 days after their due date then the lessee shall pay to the lessor interest at the rate specified in **summary (g)** on that money calculated from the due date until the date of payment and the lessor will be entitled to recover that money as if the same were rent in arrears.

(h) **Costs**

The lessee shall pay the lessor's reasonable legal costs and disbursements in respect of this lease and of any guarantee, surrender or assignment thereof.

## 4. Use

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- (a) The lessee shall not use the demised premises otherwise than for the purpose stated in **summary (h)** hereto and shall comply with all requirements of law in relation thereto. The lessor does not in any way warrant that the demised premises are or will remain suitable or adequate for such purposes.
- (b) The lessee shall not use or permit to be used for other than their designed purposes any of the fixtures or fittings in the demised premises or the estate.
- (c) The lessee shall not store or use an inflammable or dangerous substance upon the demised premises or the estate unless a normal incident of the permitted use.
- (d) The lessee shall not do or permit to be done on the demised premises or the estate anything which in the opinion of the lessor may become a nuisance or a disturbance, obstruction or cause of damage whether to the lessor or to other tenants or users of the estate nor to use the demised premises in any noisy, noxious or offensive manner.
- (e) The lessee shall not obstruct or interfere with any of the entrances or common areas of the estate.
- (f) The lessee shall advise the lessor, or where applicable its managing agent, of the private address and telephone number of the lessee or if the lessee is a corporation of the manager, secretary or other responsible person employed by the lessee and shall keep the lessor or its managing agent informed of any change of such address or telephone number.
- (g) The lessee shall secure the demised premises against unauthorized entry at all times when the demised premises are left unoccupied and the lessor reserves the right by its servants and agents to enter upon the premises and fasten same if the demised premises are left unsecured.

## 5. Assignment and subletting

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- (a) The lessee covenants not to assign or sub-let or otherwise deal with the demised premises without the prior written consent of the lessor, which consent shall not unreasonably be withheld. Such consent shall not be granted unless the lessee demonstrates to the

reasonable satisfaction of the lessor that the proposed assignee or sub-lessee is of good repute, responsible, of sound financial standing, experienced in the business to be conducted in the demised premises and capable of performing the obligations of the lessee under the terms of this lease and provided that there are no subsisting breaches by the lessee of the terms of this lease at the time of assignment or subletting and provided further that in the case of an assignment the lessee procures the execution by the assignee of an assignment of this lease in a form approved by the lessor and the lessee pays all costs incurred by the lessor whether the proposed assignment proceeds to completion or not. In the event of the proposed assignee being a company then the lessor may require guarantees of the directors and/or shareholders of such company.

- (b) In the event of the lessee being a company then any change in the shareholding of the lessee company altering the effective control of the lessee shall be deemed a proposed assignment requiring the consent of the lessor, in accordance with this provision.

## **6. Maintenance repairs alterations and additions**

- (a) The lessee shall keep the interior of the demised premises and all fixtures and fittings therein in a state of good repair having regard to its condition at the commencement of the lease, fair wear and tear and damage caused by fire, flood, storm, tempest excepted unless any policy of insurance covering such occurrences shall have been vitiated or the policy money refused as a result of the act or omission of the lessee its servants, agents, licensees or invitees. Any plant or machinery located within and exclusively servicing the demised premises shall be maintained and serviced and kept in a state of good repair by the lessee at its expense and the lessee will keep current such maintenance service and repair contracts that are reasonably required by the lessor.
- (b) The lessor may, twice in every year during the term at a reasonable time of the day upon giving to the lessee 2 days previous notice, enter upon the demised premises and view the state of repair thereof, and may serve upon the lessee at the demised premises, a notice in

writing of any defect, requiring the lessee within a reasonable time, to repair same in accordance with any covenant expressed or implied in the lease, and that in default of the lessee so doing it shall be lawful for the lessor from time to time to enter and execute the required repairs.

- ~~(c) After each three years of the term hereof the lessee shall repaint and redecorate such part of the interior of the demised premises as are painted or otherwise decorated.~~ *Exclude B. W. J.*
- (d) The lessee shall repair, replace and maintain all glass broken in the demised premises, all non-operative light fittings and shall regularly clean the demised premises and dispose of all waste products and shall take all necessary steps to control any pest infestation and shall keep the demised premises in a clean and tidy condition.
- (e) The lessee shall repair, replace and maintain all heating, electrical and plumbing fittings installed in the premises broken or damaged as a result of the use of demised premises by the lessee.
- (f) The lessee shall comply with all statutory requirements affecting the demised premises and will comply with any notices or orders which may be given by any authority in respect of the use of the demised premises by the lessee provided that the lessee shall be under no liability in respect of any structural alterations unless that liability arises out of the lessee's particular use or occupation of the demised premises.
- (g) The lessee shall keep and maintain the waste pipes, drains and water closets servicing the demised premises in a clean, clear and operative condition and shall employ licensed tradesman to clear any blockages which may occur therein and will regularly clean and service any grease traps provided for the use of the demised premises.
- (h) In the event of the lessee failing to perform any of its obligations under the foregoing provisions then the lessor may do such things as are necessary to comply with such provisions and may recover from the lessee the costs of so doing as if the cost was unpaid rental hereunder.



## 7. Insurance and indemnity

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- (a) The lessee shall keep current at all times during the currency of this lease:
  - (i) A policy of public risk insurance applicable to the demised premises and the building and the business carried on therein for an amount of not less than the amount specified in **summary (i)**;
  - (ii) An insurance policy against the loss or damage to the fixtures, fittings and goods of the lessee, its servants, agents, licensees or invitees; and
  - (iii) An insurance policy in the name of the lessee, noting the interest of the lessor, for the replacement value of all glass in or enclosing the premises.
- (b) The lessee hereby indemnifies the lessor against all claims, actions, losses and expenses for which the lessor may become liable arising out of the act or neglect of the lessee, its servants, agents, employees, licensees and invitees in the use of the demised premises.
- (c) The lessee covenants at all times and in all respects to comply at its own expense with the requirements of the Insurance Council of Australia and the requirements of any other relevant statute or regulation.
- (d) In the event that the lessee does or omits to do anything whereby the premiums of any insurance effected by the lessor are increased, then the lessee shall pay such increase in insurance to the lessor.

## 8. Damage

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- (a) If during the currency of this lease the demised premises or a substantial part thereof is destroyed so substantially as to be wholly unfit for occupation by the lessee then the rental hereby reserved shall abate and this lease and the term hereby created may if the lessor so elects and of its election in writing notifies the lessee within one month of the destruction or damage be terminated and brought to an end provided that if the lessor does not give such notice and does not within a period of three months from such occurrence commence to restore the demised premises the lessee may by notice in writing to the lessor terminate this lease.

- (b) In the event that the demised premises or any part thereof shall at any time during the continuance of the lease be damaged so as to render part of the same unfit for occupation and use by the lessee then a proportionate part of the rent hereby reserved according to the nature and extent of the damage sustained shall abate until the demised premises shall have been rebuilt or made fit for the occupation and use of the lessee.
- (c) In the event of the occurrences referred above the rent reserved by this lease shall not abate in the event that any policy of insurance covering such occurrences or loss of rental policy shall have been vitiated or the policy money refused in whole or in part in consequence of some act or default by the lessee or their servants, agents, licensees and invitees.
- (d) In the case of any difference concerning the amount of rental to abate then the same may be referred by either party to arbitration under the provisions of the Commercial Arbitration Act.

## 9. Guarantors

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In consideration of the lessor at the request of the persons named in **summary (j)**, 'the guarantors' which expression shall include their executors, administrators, successors and assigns, entering into this lease with the lessee the guarantors covenant and agree with the lessor:

- (a) That they will be jointly and severally liable to the lessor for the due payments of all money under this lease and the due performance of all covenants and conditions of this lease on the part of the lessee to be performed;
- (b) That they will remain liable to the lessor notwithstanding that:
  - (i) The lessor has exercised all or any of its rights under the lease; or
  - (ii) The lessor has not made prior demand upon the lessee; or
  - (iii) The granting of time or any other indulgence to the lessee and notwithstanding the death or insolvency of the lessee;
- (c) That they will be primarily liable as if named as the lessee herein;
- (d) That their liability will not in any way be conditional upon the validity or enforceability

of the covenants and agreements herein contained against any other person and will continue until all money has been paid and all obligations have been satisfied; and

- (e) That if the option or options contained in this lease are exercised, then this guarantee will continue during the further term of the lease and this guarantee shall enure for the benefit of the lessor, its executors, administrators and assigns.

## **10. Default**

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- (a) If at any time during the term of this lease or any extension thereof the lessee shall fail to comply with the essential terms of this lease to pay any rent or other money payable by the lessee to the lessor within 14 days of the due date for payment of such money although no formal demand therefore has been made, or default in the fulfilment of any covenant condition or stipulation expressed or implied in this lease on the part of the lessee to be performed relating to essential matters; such as use, assignment, subletting, repair and maintenance and such default is continued for the space of 14 days after written notice by the lessor to the lessee at its address appearing on the first page hereof to rectify such default or if repairs required by any notice to repair are not completed within the time therein specified, then in any such case the lessor may re-enter upon the demised premises or any part thereof in the name of the whole, forcibly if necessary and thereby determine the estate of the lessee. Within 7 days of determination of the estate of the lessee the lessee shall remove its fixtures, fittings and goods from the demised premises failing which such fixtures, fittings and goods as have not been removed by the lessee shall be forfeited to the lessor and shall become the property of the lessor. The lessor shall re-let the demised premises as soon as practicable after determination of the lease at the best rent obtainable. The lessor may recover all arrears of rent all loss of rental incurred as a result of the determination of the lease, all costs and expenses associated with the removal of the lessee's fixtures, fittings and goods and the restoration of the demised premises to a rentable condition fair wear and tear and damage caused by fire, flood, storm and tempest excepted, damages for breach of any covenant contained in the lease, any other

money owing by the lessee to the lessor and any other expenses of the lessor resulting from the determination of the lease.

- (b) Should the lessor become entitled to re-enter and take possession of the demised premises and determine this lease then the lessee hereby irrevocably appoints the lessor to be the attorney of the lessee for them in their name and as their act and deed from time to time if and when such attorney shall think fit for the purpose of giving full effect to the power of re-entry to execute and procure the registration of a surrender of this lease and do any matter or thing which may be required to give full effect thereto.

## **11. General agreements**

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### **(a) Alterations**

The lessee shall not affect any alterations or additions to the demised premises without the written consent of the lessor.

### **(b) Remove fixtures**

The lessee shall upon the expiration or sooner determination of this lease remove its fixtures, fittings and goods and make good any damage to the premises or the estate caused by such removal and in the event such fixtures, fittings and goods have not been removed by the lessee within 7 days of such expiration or earlier determination then they shall be forfeited to the lessor and shall become the property of the lessor.

### **(c) Hours**

The lessee shall not occupy or permit the demised premises to be occupied or used outside the hours as are from time to time stipulated by law.

### **(d) Signage**

The lessee shall not place any sign, advertisement name or notice on any part of the demised premises of the estate without the lessor's prior written consent and if necessary without the prior consent of any relevant competent authority.

### **(e) Infrastructure repair by lessor**

The lessor reserves the right to use, maintain, modify, relocate and repair any services, fixtures or fittings passing through the demised premises or the estate and in doing so will

cause the minimum of inconvenience and disruption to the lessee's business.

**(f) Prospective tenants or purchasers**

The lessee will at all reasonable times permit the lessor to show the demised premises to prospective tenants or purchasers and will allow the lessor to affix such 'For Sale' or 'To Let' notices as the lessor may deem expedient.

**(g) Service**

Any notices or documents required to be served under this lease may be served by pre-paid post or may be left at the address of the lessor or lessee shown on the front page hereof.

**(h) Severance**

The lessor and lessee agree that any provision of this lease which is in breach of any statute, regulation, by-law or ordinance and in consequence of such breach is voidable, unenforceable or invalid shall be severable from this lease and this lease shall be read as though such provision did not form part of the same.

**(i) Use of common property**

The lessee shall have the right in common with other lessees of other parts of the premises of which the demised premises form part to use the common property in and about the demised premises in accordance with the regulations which may be made from time to time by the lessor for the purpose of controlling, regulating and administering the common property for the benefit of all lessees within the estate.

**(j) Quiet enjoyment**

The lessor doth hereby covenant with the lessee that they paying the rent hereby reserved and performing the covenants hereinbefore on their part contained, shall and may peaceably possess and enjoy the demised premises for the term hereby granted, without any interruption or disturbance from the lessor or any other person or persons lawfully claiming by, from, or under them.

## EXECUTION PAGE

### EXECUTED AS A DEED

EXECUTED by HICKSPOINT PTY LTD (ACN 005 106 150)

in accordance with Section 127 of the *Corporations Act 2001*:

x  (signature)

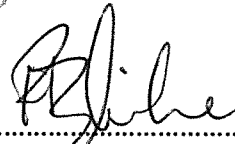
x William Frederick Barker Gamble (full name)

x 530 Romawi Road, Forge Creek 3875 (address)

x Sole Director (office held)

SIGNED for and on behalf of ABORIGINAL )  
AND TORRES STRAIT ISLANDER )  
CORPORATION FAMILY VIOLENCE )  
PREVENTION AND LEGAL SERVICE )  
(VICTORIA) by its authorised representative )  
in the presence of:

Witness  
x

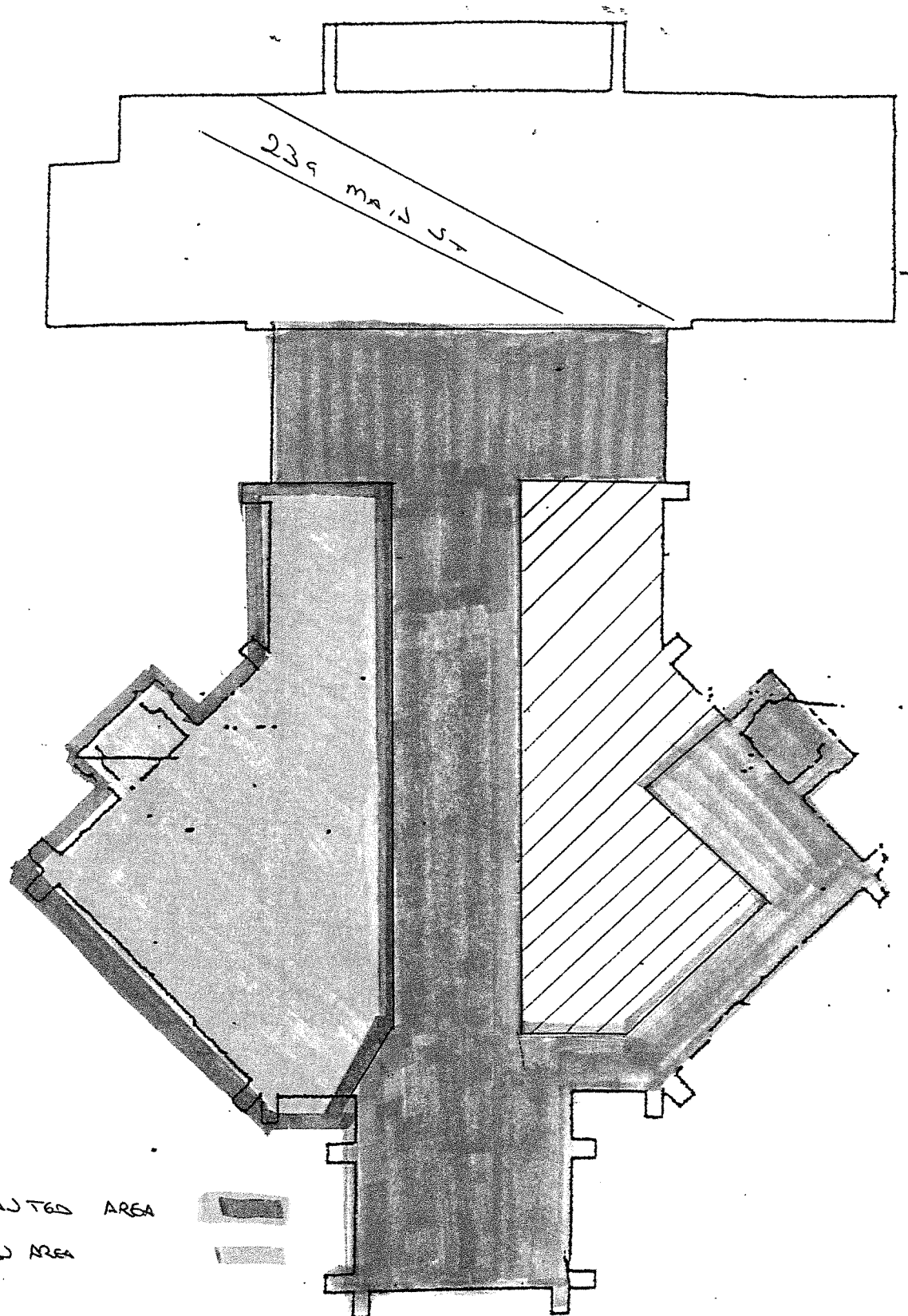


Witness

Signature: 

Full Name: PAULA STEWART

Position: PROGRAM EXECUTIVE OFFICER



TESTED AREA  
Control AREA

27 PYKE ST BARRISDALE.