

COMMERCIAL TENANCY (RETAIL SHOPS) AGREEMENTS ACT 1985

Section 6(4)

[Reg 4]

DISCLOSURE STATEMENT

This Disclosure Statement is not complete unless it is accompanied by a copy of the form of the lease, a Tenant Guide and a copy of the current year's itemised operating expenses budget.

WARNING TO TENANT

Before signing any offer to lease, lease or associated document the Tenant should ensure that he or she fully understands this Disclosure Statement, the form of lease and the operating expenses budget and that the Tenant has negotiated any change he or she wishes to make.

Signing any of those documents will legally bind the tenant.

The Tenant should take independent legal and accounting advice before signing any document.

NOTE: If there is insufficient space for full disclosure on any part of this form please attach additional sheets.

Disclosure Statement

Date on which contributions to Association commence: _____

PROPOSED TENANCY DETAILS:

1. Premises

Address of premises/shop number: _____
Current total lettable area (if a retail shopping centre) or retail floor area of the retail shop (area as set out in the Lease or as ascertained by a licensed surveyor and agreed by the parties):

New premises: Approximately **TBA** _____ square metres (+ 5%)
or (one or the other)

Existing premises: Certified at _____ square metres

Permitted Use of Premises: Cafe

2. Term

Term of Lease: 5 YEARS
From December 2010 to December 2013

Options: 4 Years

NOTE: If the Tenant expects to extend his or her lease after the expiry of its Term and options, the Tenant must make enquiries of the Landlord before entering into the Lease.

3. Occupation:

Fixtures and fittings provided by the Landlord to the premises at the cost of the Landlord:

- (Delete if not applicable)
- Air conditioning
- Electrical distribution board
- Lighting
- Painted walls
- Plastered walls
- Shop front
- Sink
- Suspended ceiling
- Telephone line
- Water supply and waste
- Coolroom
- Counter/ bench
- Exhaust fan
- Other:

Disclosure Statement

Date on which the premises will be available for occupation or fit-out: (Date)

Landlord's requirements as to quality and standard of shop front and fit-out apply: YES NO

(If yes, details are attached)

Landlord's contribution to shop front or fitout (if any): YES NO

(If yes, full details, including any amortization arrangements, are attached)

4. Rent

Date on which rent payments commence: 30th December 2010

Frequency monthly

Annual rent at commencement: TBA _____

Frequency of rent reviews: Annually + CPI on the year ending December

Period:	Basis for Review
_30 th December 2011	Annual
_30 th December 2012	Annual
_30 th December 2013	Annual
_30 th December 2014	Annual

NOTE: Rent cannot be increased or decreased during a rent dispute, but any increase or decrease that takes place after a resolution or determination of a dispute may be due from the date of the review)

Rent payable by reference to turn-over: YES NO

If yes, basis of calculation

NOTE: If any part of the Tenant's rent is calculated on the turn-over of his or her business, the Tenant must elect in writing on the form entitled Notice of Election that Rent be Determined by Reference to Turn-over (Form 2) to make these payments. The Tenant should understand the full implication of this method of rent calculation which includes a requirement for the Tenant to disclose his or her trading figures to the Landlord.

The Tenant is encouraged to seek independent legal and accounting advice.

Abatement of rent on destruction or damage: YES NO

5. Operating Expenses (Contributions to Landlord's expenses)

Operating expenses payable

Disclosure Statement

by the Tenant:	YES	NO
Date on which operating expenses payments commence:	30 th December 2010_____	
Frequency:	Monthly there on_____	
Percentage of the total operating expenses cost apportioned to the premises:	_____	
Current annual contribution of the premises to the budget attached:	Approximately \$_____	
Currency of operating expenses year:	_____	

NOTE: For a list of the operating expenses payable by the Tenant refer to the current budget attached and to Lease Clauses ___ and ___, and for the formula for the Tenant's contributions to the Landlord's expenses see Lease Clauses ___ and ___. These contributions are subject to the relevant proportion as defined by the Act (s.12).

NOTE: The proportion of the total cost of operating expenses for the Centre/Building payable by the Tenant might vary periodically.

6. Additional Charges payable by the Tenant

(Delete if not applicable)

- Costs following Tenant's default
- Grease trap cleaning
- Interest on outstanding money
- Legal fees for Landlord and for Tenant
- Pre-payment of rent or operating expenses
- Security and air conditioning (for after hours operation)
- Stamp duty
- Wet waste removal
- GST
- Other:

7. Landlord's Interest

Landlord's interest in Management Order over Crown Reserve the Centre/Building: Is to develop the Jewel Caves site as a world renowned tourist attraction, maintaining environmental best practice awhile ensuring an outstanding visitor experience.

Details of rights and obligations of the Landlord under that lease which affect the premises: Under the Crown Land Vesting the Landlord is obligated to manage the site for "Protection and Preservation of Caves and Flora, and for the health and Pleasure Resort" This must be maintained at all times it is the Landlords core charter.

Disclosure Statement

NOTE: If the Tenant is sub-lessee he or she should seek independent legal advice on the security of his or her tenure.

GENERAL

List of other agreements between:

the Prospective Tenant and the Landlord

or

representations made by the Landlord

DECLARATION BY LANDLORD AND PROSPECTIVE TENANT

We acknowledge that this Disclosure Statement contains or refers to all agreements and representations that influence us to contemplate entering in to the proposed lease of the premises.

Name of Landlord: _____

Address of Landlord: _____

Dated: .

Signed by or on behalf of the Landlord

Name of Prospective Tenant: <!Insert name!>
(ACN <!Insert ACN!>)

Address of Prospective Tenant: <!Insert address!>

Dated:

Signed by or on behalf of the Prospective Tenant

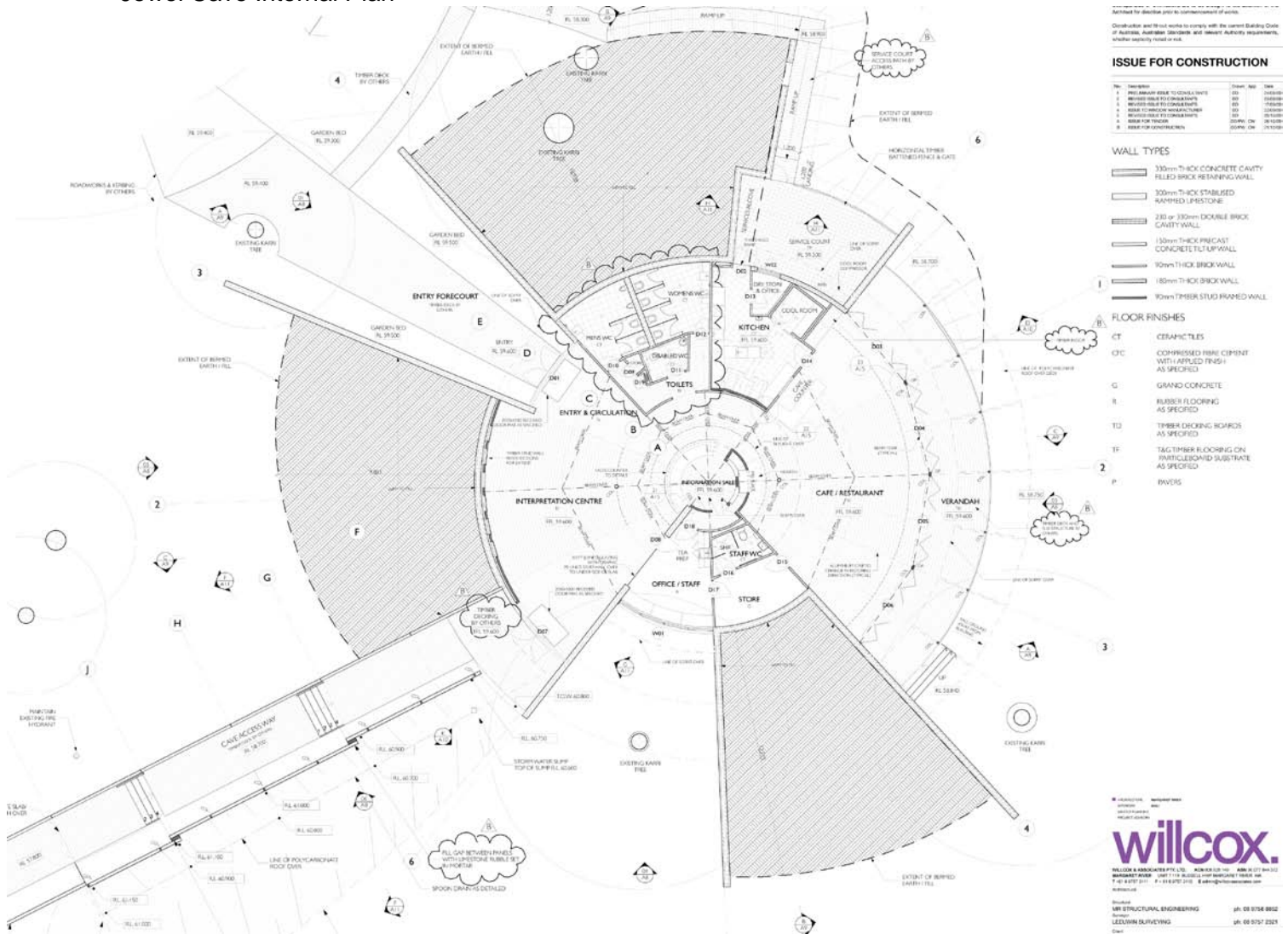
ANNEXURE

CHARGES TO BE BORNE BY TENANT	
DETAILS OF OPERATING EXPENSES	Est \$ pa (for the 12 months commencing 1 December)
Council Rates	\$0
Water Rates – this excludes Water cartage at 50% actual	\$0
Land Tax and MRIT	\$0
Insurance	\$ Own expense
Cleaning	\$ Shared areas 50%
Gardening	\$0
Power	\$Actual as per meter
Lamps and tubes	\$Tenants Expense
Pest Control	\$2,000 (estimated)
Repairs/maintenance	\$2,000 (estimated)
Security	\$0
Building Maintenance Reserve Fund	\$
Rubbish collection	\$50% actual
Window cleaning	\$ Tenants expense

ANNEXURE

Floor plan showing current tenant mix with retail classifications [only where the premises are within a retail shopping centre for the purposes of the Act].

Jewel Cave Internal Plan



Jewel Cave Cafe Leased Area

