



### Class 1 Government Contract

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| <b>1. Document Numbers</b>   |                   |
| D19/49687  |                   |
| <b>2. Name and Address of the contractor</b>   |                   |
| Name: Kmart Australia Ltd<br>Address: Level 3,690 Springvale Road, Mulgrave VIC 3170   |                   |
| <b>3. Particulars of any related body corporate (within the meaning of the Corporations Act 2001 of the Commonwealth) in respect of the contractor, or any other private sector entity in which the contractor has an interest, that will be involved in carrying out any of the contractor's obligations under the contract or will receive a benefit under the contract</b>            |                   |
| Not Applicable   |                   |
| <b>4. The date on which the contract became effective and the duration of the contract</b>   |                   |
| Effective Date: 21 August 2018   | Duration: 5 Years |
| <b>5. Particulars of the project to be undertaken, the goods or services to be provided or the real property to be leased or transferred under the contract</b>  |                   |
| Licence agreement for Stratum Airspace for entrance foyer at Eastgate CarPark<br>A. Waverley Council (Licensor) owns all of the Land situated at the address set out in Item 1 of the Reference Schedule.<br>B. The Licensor has agreed to grant a licence to occupy the Licensed Area to Kmart Australia Limited (the Licensee) on the terms and conditions contained in the Agreement. |                   |
| <b>6. The estimated amount Receivable from contractor under the contract</b>   |                   |
| AUD \$308,634.81 (incl. GST)   |                   |
| <b>7. A description of any provisions under which the amount Receivable from the contractor may be varied</b>  |                   |
| Not Applicable   |                   |
| <b>8. A description of any provisions with respect to the renegotiation of the contract</b>  |                   |
| Not Applicable   |                   |
| <b>9. In the case of a contract arising from a tendering process, the method of tendering and a summary of the criteria against which the various tenders were assessed</b>  |                   |
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| <b>10. A description of any provisions under which it is agreed that the parties are to pay</b>  |                   |
| <b>The Licensee must pay:</b><br>(a) to the relevant authorities all charges for gas, electricity, water and telephone where they are separately metered to the Licensed Area;<br>(b) to the Licensor all expenses due solely to the Licensee's use of the Licensed Area; and  |                   |

(c) any land tax assessed on the Licensed Area or against the Licensee under section 21(c) of the Land Tax Management Act 1956.

**Licensor's statement of expenditure**

(a) On request, the Licensor must provide to the Licensee a statement of expenditure which specified in detail the Operating Expenses incurred by the Licensor in the operation and maintenance of the Licensed Area. That statement must detail:

- (i) each item of Operating Expense;
- (ii) how the Operating Expenses have been calculated; and
- (iii) the Licensor's Proportion of Operating Expenses and the figures from which the Licensee's Proportion has been calculated.

(b) The Licensor must provide as soon as practicable to the Licensee any information within the Licensor's possession or control.