



OCCUPANCY AGREEMENT - SCHEDULE 2

Details of Market Category

Sydney Flower Market Coolrooms

1 OFFICE CONTACT DETAILS

The contact details for the Sydney Flower Market office are as follows:

| | |
|-------------------------|--|
| Office Location: | Market Building "F" |
| Telephone: | Office 9325 6228 Team Leader 0409 325 228 |
| Email: | ccops@sydneymarkets.com |
| Website: | www.sydneymarkets.com |

2 ACCESS AND ACCESS HOURS

2.1 Access days

You may hold an external coolroom (**Coolroom**) at the Sydney Flower Market (**Market**) that will enable You to access your Coolroom from Monday to Saturday, or as notified to You by SML.

2.2 Access

Access to your Coolroom is limited to You and your employees only.

You must only access the Coolroom via the external coolroom doors (or such other access point as notified to you by SML in writing).

3 RENT

Rent is payable in accordance with clause 12 of the Occupancy Agreement.

4 YOU MUST BE A STANDHOLDER

To hold your Licence and use and access the Coolroom in the Market You must hold a Stand in the Market.

5 COMPLIANCE

You must do all that is required by SML to satisfy itself of your compliance with clause 4 of this Schedule, including but not limited to allowing either SML or a horticulturalist engaged on SML's behalf to inspect the land referred to in clause 4 at any time with 7 days' notice in writing.

6 IF YOU CEASE TO BE A STANDHOLDER

If You do not comply with clause 4 of this Schedule then SML may give You notice of its intention to terminate your Licence in accordance with clause 23 of the Occupancy Agreement.

7 TEMPORARY NON-COMPLIANCE WITH CLAUSE 4

If You:

- (a) will not be able to comply with clause 4 of this Schedule for a period of less than 6 months; and
- (b) notify SML in advance of this non-compliance,

then notwithstanding clause 6 of this Schedule SML will not give You notice of its intention to terminate your Licence.

You acknowledge and agree that during your period of non-compliance with clause 4 of this Schedule You will not be able to use and occupy the Coolroom and remain liable to SML for all Rents and Dues in respect of the Premises.

You further acknowledge and agree You may not re-commence your use and occupation of the Premises until You demonstrate to SML's satisfaction compliance with clause 4 of this Schedule.

8 NO TRADING FROM COOLROOM

- (a) Notwithstanding any other provision in the Occupancy Agreement, the Schedules or the Rules, no goods or flowers are to be sold, delivered, dispatched, traded, supplied or otherwise commercially dealt with from the Coolroom at any time.
- (b) You acknowledge and agree that any goods or flowers must only be sold, delivered, dispatched or otherwise commercially dealt with from an existing Stand located within Building F.
- (c) If You breach subclause (a) or (b), SML may give You notice of its intention to terminate your Licence in accordance with clause 23 of the Occupancy Agreement.
- (d) Any provision in the Occupancy Agreement granting You the right to sell, deliver, dispatch, trade, supply or otherwise deal with the flowers is expressly negated to the extent that it grants those rights to You.

9 ELECTRICITY

In addition to your obligations under clause 12 of the Occupancy Agreement, You must pay for all electricity and service charges servicing the Coolroom.

10 CLEANING THE PREMISES

In addition to your obligations under clauses 9.5, 9.6, 9.7, 9.8 and 10 of the Occupancy Agreement, You must ensure You do not deposit or cause to be deposited any water from buckets or otherwise onto the floor of the Premises or the Markets. All such water must be deposited directly into the drains provided by SML for this purpose.

11 AUTHORISED GOODS

Unless You receive written authorisation from SML to the contrary You may only store the following Goods in the Coolroom and the Market:

- (a) naturally grown flowers; and
- (b) flower related products.

12 CAPACITY OF COOLROOM

Storage of flowers and associated products must not exceed the capacity of the coolroom refrigeration equipment.

SML may at any time enter the Coolroom to inspect your compliance with this clause.

13 FLOWER MARKET PASSES

You and your employees must at all times while You are in the Market hold and carry a Flower Market pass. This pass must be shown to an Authorised Officer upon request.

You may obtain a pass by completing the relevant form and paying the applicable fee to SML. Please see an Authorised Officer for more detail.

14 SHARE ENTITLEMENTS

Clause 3 of the Occupancy Agreement does not apply and is expressly negated. You acknowledge and agree that You are not granted any Shares in SML and You do not possess any rights arising out of the holding of a Share.

15 TERMINATION

In addition to SML's rights under clause 23 of the Occupancy Agreement, SML may at any time terminate this Licence and the Occupancy Agreement by 30 days' notice in writing to You. You acknowledge and agree that if SML terminates this Licence You will not be entitled to any compensation or payment by SML. You further acknowledge and agree that the termination by SML of this Licence will be without prejudice to the rights of SML against You in respect of anything done or omitted under this Licence or Occupancy Agreement prior to such termination or in respect of any sums or claims outstanding at the time of termination.

16 SUBLETTING

Despite clause 5.1 of the Occupancy Agreement, You must not sublet the Coolroom at any time. However, You may apply for this Licence to be assigned in accordance with clause 5 of the Occupancy Agreement, provided the proposed assignee holds a Stand in the Market.

17 INSURANCE CERTIFICATE OF CURRENCY

In addition to your obligations under clause 21.3 of the Occupancy Agreement, You must promptly provide SML with a certificate of currency when requested to do so by SML.

18 MAINTENANCE AND CLEANING

- (a) In addition to your obligations under clause 11.1 of the Occupancy Agreement, SML will conduct ongoing inspections and may enter the Coolroom at any time to ensure compliance with your maintenance and repair obligations. You must do anything reasonably required by SML and comply with all reasonable orders given by SML in relation to the maintenance and repair of the Coolroom and the plant located within the Coolroom.
- (b) In addition to your obligations under clause 25.4 of the Occupancy Agreement, SML may conduct an inspection of the Coolroom to ensure your compliance with clause 25.4 of the Occupancy Agreement. You must comply with any direction or order given by SML to You in relation to the making good of the Coolroom.
- (c) For the avoidance of doubt, and without limiting clause 21, You acknowledge and agree that SML is not responsible for the maintenance of the Coolroom or any plant located within the Coolroom.

19 REFRIGERATION PLANT

In addition to your obligations under clause 11.1 of the Occupancy Agreement:

- (a) You must at all times keep all refrigeration plant and equipment in good repair and condition.
- (b) You have inspected the refrigeration plant and equipment and You warrant that You are satisfied with the refrigeration plant and equipment. SML does not give any warranty as to the suitability or effectiveness of the refrigeration plant and equipment.
- (c) You release SML and indemnify SML from all cost, claim, loss, damage or injury arising from the refrigeration equipment, including (without limitation) the failure of the refrigeration plant and equipment to operate or to operate properly.

20 FURTHER CONDITIONS

- (a) You must not permit any forklifts or other heavy vehicles to access the Coolroom at any time. You indemnify SML for any damage caused due to a breach of this clause.
- (b) References in the Occupation Agreement to "Store" shall also be deemed to be a reference to "Coolroom".
- (c) This Occupancy Agreement comprises:
 - (1) Schedule 1;
 - (2) Schedule 2; and
 - (3) the printed general terms of the Occupancy Agreement dated April 2022.