

Introduction

The following is an outline of requirements for retail tenants in support of an environmentally sustainable campus life through our retail outlets.

Environmental and sustainability lease provisions

1 Environmental and Sustainability Standards

The landlord and the tenant covenant and agree that they will comply with the minimum Environmental and Sustainability requirements contained in the Schedule to this Lease entitled Minimum Environmental Standards (“Minimum Environmental Standards”).

2 Modification of Minimum Environmental Requirements

The landlord may from time to time vary or make additions to the Minimum Environmental Standards provided that they do not materially derogate from the tenant’s rights expressed in this Lease. The landlord shall give the tenant written notice of any of the changes to the Minimum Environmental Requirements.

3 Provision of Information

The tenant must provide to the landlord copies of documents and provide such other information as may be reasonably required by the landlord to establish the compliance by the tenant with the Minimum Environmental Standards including copies of any accounts for the provision of services to the Premises.

4 Meetings

The landlord and the tenant shall meet once in every twelve month period during the term of this Lease (the first meeting being between nine and twelve months from the commencement date) to consider the compliance with, the reporting methods associated with and actions required to ensure the Minimum Environmental Standards are satisfied (and continue to be satisfied) and the tenant shall at such meetings provide any further information requested by the landlord, including the provision of the information referred to in paragraph 3 of this special provision.

SCHEDULE

Minimum Environmental Standards

1. Water Conservation

The tenant must do all things reasonably necessary to assist the landlord in efforts by the landlord to improve water efficiency and minimise water consumption within the Premises and the Building where the Premises is located including:

- a. ensuring that all installed equipment and fittings have a water efficiency rating of a WELS Star rating approved by the landlord;
- b. ensuring that none of the tenant's equipment leaks and if any leaks are discovered are forthwith repaired;
- c. notifying the landlord in the event that any water leaks are evident in other parts of the Building (not within the Premises), including any Common Areas.

2. Waste Disposal and Recycling

The tenant must prepare a written waste management plan setting out actions and procedures by the tenant designed to reduce waste and to support recycling and re-use.

The tenant must support the landlord's waste management plan including:

- a. ensuring the tenant and all the tenant's employees and invitees participate in the landlord's (and the tenant's) recycling plans;
- b. separating recyclable material for disposal in the appropriate bins for that material as provided by the landlord near the Building where the Premises is located;
- c. directing staff and invitees to comply with the waste management program;
- d. ensuring that the tenant's employee handbook (and any employment contract) includes as a job function of every employee to comply with the tenant's (and the landlord's) waste management plans.

The tenant must ensure that all waste receptacles are thoroughly washed each working day.

The tenant shall ensure that all waste receptacles are covered with an appropriate lid at all times to ensure that vermin and insects are excluded from the waste receptacles and to ensure that such waste cannot fall out of or be blown out of such receptacles and that they restrict odours from escaping.

The tenant must ensure that all waste is kept out of the view of customers of the tenant and invitees and people visiting the Building (including the Common Areas).

The tenant must ensure that no waste is left in the premises overnight unless agreed to by the landlord in writing and must ensure that any waste is only placed at the proper waste transfer areas (and in the proper receptacles) within the Building or the campus and at no other places.

3. Cooking Oil

No tenant shall use any cooking oil that are trans fats and all excess cooking oil must be disposed of in accordance with any specific directions by the landlord to enable such cooking oil to be properly disposed of, including the reprocessing of that cooking oil into bio-diesel.

4. Food Waste

Compost

Without limiting the obligation of the tenant pursuant to part 2 (Waste Disposal and Recycling), the tenant must on regular occasions during the working day remove food waste from the Premises into the appropriate food waste transfer areas provided by the landlord as directed by the landlord's retail manager and/or the landlord's waste manager. Such food waste is to be kept separate from other waste and recycling products.

Food Rescue

The tenant shall, to the extent that such food is still suitable for consumption, cause excess food to be kept in a manner to ensure it remains suitable for consumption and to be donated through food rescue projects (such as Oz Harvest) and shall put in place procedures to ensure that the tenant complies with the food donation guidelines of any such food rescue service.

5. Packaging

The tenant must ensure:

- a. that it has procedures in place that minimise as far as practicable the use of food packaging;
- b. food packaging is to the extent reasonably practicable using recycled content;
- c. food packaging must itself be recyclable;
- d. napkins and tableware, where provided, are made from recyclable material and be recyclable and must not use chlorine in its manufacture;
- e. takeaway utensils, where provided, are of re-usable or of recyclable material and of a high quality and suitable for their intended purpose;

- f. the landlord approves the packaging and other products, which consent will not be unreasonably withheld in the event that the tenant establishes (by production of certificates and other documentation) that such packaging is, in all the circumstances, meeting the waste management plan of the landlord and the waste management plan of the tenant;
- g. **Plastic bags**
plastic bags are only supplied to customers separately and upon request by the customer and at an additional cost to the customer, which plastic bags must in all the circumstances be compliant with reasonable recycling and bio-degradability guidelines set out by the landlord.

6. General Sustainability

The tenant must, without limiting the obligations contained in any other provision of this schedule:

- a. use reasonable endeavours to limit energy and water consumption;
- b. not overload the services provided to the Premises;
- c. ensure that all items installed in the Premises are maintained in a manner required to ensure that they operate in accordance with their specifications in the most environmentally efficient manner possible;
- d. not place personal heating equipment within the Premises unless with the prior written approval of the landlord and after provision to the landlord of such information as the landlord may require as to the environmental efficiency of any such equipment;
- e. not install neon or incandescent lights;
- f. ensure that any refrigeration equipment is properly functioning and is operated in a manner which provides the most efficient energy consumption possible in all the circumstances (including without limitation storing such refrigeration equipment away from sources of heat);
- g. use and serve locally sourced, seasonal produce.