



OCCUPANCY AGREEMENT - SCHEDULE 2

Details of Market Category

Sydney Growers Market

1. OFFICE CONTACT DETAILS

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

Office Location:	Market Building "D"
Telephone:	Office..... 9325 6224 Team Leader..... 0407 325 224
Facsimile:	9325 6467
Email:	growers.team@sydneymarkets.com.au
Website:	www.sydneygrowersmarket.com

2. TRADING HOURS

2.1 Trading days

You may hold a Stand at the Sydney Growers Market that will enable You to operate your Stand on either:

- (a) Monday, Wednesday and Friday;
- (b) Tuesday and Thursday; or
- (c) Monday to Friday.

2.2 Trading Hours

The Trading Hours when You may (and are required to) operate your Stand are indicated below:

- (a) Monday to Thursday: 6.00 am – 10.30 am
- (b) Friday: 6.00 am – 9.30 am

SML may vary these Trading Hours at any time by reasonable notice to You.

3. PARKING AND ACCESS

3.1 Parking Your Vehicle

You may park your Vehicle:

- (a) on your Stand;
- (b) at the open north western parking area (up to 12:00 noon Monday to Thursday or up to 10:30 am Friday);
- (c) at the open north eastern parking area up to 12:00 noon Monday to Thursday or up to 10:30 am Friday); and/or

(d) as directed by an Authorised Officer.

3.2 Grower truck parking areas

You may park your truck in a grower's parking area if You have a grower's truck pass. You may apply for a grower's truck pass by completing the relevant application form, providing evidence of registration and paying the annual fee. Please apply at the market office in Market Building "D" for more information.

3.3 No parking elsewhere

You may not park elsewhere in the Markets. In particular You may not park in the areas designated for customers. This is to ensure customers have available parking in the Markets.

3.4 Vehicle access restrictions

You acknowledge that no buyers' Vehicles will be allowed into the Sydney Growers Market until 1 hour after the commencement of Trading Hours on any day the Sydney Growers Market is open for trading.

4. LATE PAYMENT OF RENT

4.1 Casual fee

If You fail to pay Rent:

- (a) in accordance with clause 12 of the Occupancy Agreement; and
- (b) by the 7th day of the month for the month to which the Rent applies,

then instead of paying interest at the Interest Rate, the Rent for your Stand for that month will become the Rent plus the current Casual Standholders' fee for a casual stand for one day.

4.2 Trading without payment

If You operate your Stand after the 7th day of the month and you have not paid your Rent for that month then, in addition to any amount payable under clause 4.1 of this Schedule, You must pay the current Casual Standholders' fee for a casual stand for each day You operate your Stand without having paid Rent.

4.3 Suspension of Licence

If You do not pay your Rent by the 14th day of the month, SML may suspend your Licence until such time You pay your Rent. During any suspension period SML will offer your Stand to Casual Standholders.

4.4 Return of Stand

SML will end any suspension of your Licence pursuant to clause 4.3 of this Schedule once You pay all outstanding Rent, together with the amounts referred to in clauses 4.1 and 4.2.

4.5 Termination

Nothing in this clause 4 limits, restricts or prejudices any other right, remedy or power of SML pursuant to clause 22 of the Occupancy Agreement.

5. YOU MUST BE A GROWER

To hold your Licence and use and occupy the Premises in the Sydney Growers Market You must:

- (a) grow commercial quantities of farm produce (in the opinion of SML) on land in New South Wales (NSW):
 - (i) owned by You (either solely or jointly with another);
 - (ii) leased by You (either solely or jointly with another) and the lease being acceptable to SML in its absolute discretion; and
- (b) only Sell farm produce from the Premises that has been grown by You in accordance with clause 5(a).

6. COMPLIANCE

You must do all that is required by SML to satisfy itself of your compliance with clause 5 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 5(a) at any time with 7 days' notice in writing.

7. IF YOU CEASE TO BE A GROWER

If You do not comply with clause 5 of this Schedule then SML may give You notice of its intention to terminate your Licence in accordance with clause 22.3 of the Occupancy Agreement.

8. TEMPORARY NON-COMPLIANCE WITH CLAUSE 5

If You:

- (a) will not be able to comply with clause 5 of this Schedule for a period of less than 6 months; and
- (b) notify SML in advance of this non-compliance,

then notwithstanding clause 7 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 5 of this Schedule You will not be able to use and occupy the Premises, but 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 5 of this Schedule.

9. GROWER TRADER

9.1 Conditions of Grower Trader

If You have been specifically classified by SML as a "Grower Trader" prior to 16th May 2012, then while you remain a Grower Trader and in addition to clause 5 of this Schedule, You may Sell from the Premises farm produce that was not grown by You in accordance with clause 5(a) but only if:

- (a) You Sell farm produce on behalf of other growers who have grown the relevant farm produce;
- (b) You have a written authority from the grower who has grown the relevant farm produce to sell that farm produce and this authority must be made available to SML upon request; and
- (c) You pay any additional fee requested by SML from time to time for the benefit of the rights granted by this clause.

9.2 Sydney Markets Purchases

In addition to Clause 9.1 You may sell from your Stand produce purchased by You from the Sydney Produce Market and/or Sydney Growers Market

9.3 Future classification of Grower Traders Stands

- (a) On and from 16 May 2012, stands will not be reclassified or classified as Grower Traders stands unless they were Grower Trader stands as at that date.
- (b) Grower Traders who were classified as Grower Traders prior to 16th May 2012 may transfer Grower Trader stand/s in that classification, subject to SML's prior written approval and compliance with clause 5 of the Occupancy Agreement.
- (c) If a transferee at the time of transfer does not expressly elect to be classified as a Grower Trader, then the relevant stand being transferred will revert to a Growers stand and will not be reclassified as a Grower Trader stand.
- (d) SML has absolute discretion to refuse a transfer of a stand if the transferee requires or proposes that the stand being transferred be reclassified as a Grower Trader stand.

10. AUTHORISED GOODS

Unless You receive written authorisation from SML to the contrary You may only Sell farm produce in the Sydney Growers Market. Without limiting the generality of the foregoing You may not Sell in the Sydney Growers Market:

- (a) naturally grown flowers and potted plants, artificial flowers and floral accessories; or
- (b) bananas.

11. GROWERS STORAGE SPACE

- (a) You may apply for a Growers Storage Space if the Premises the subject of your Licence is in the Sydney Growers Market.
- (b) You may hold a licence to a Growers Storage Space jointly with another Standholder in the Sydney Growers Market.
- (c) You may only store farm produce, forklifts or other items approved by SML from time to time in the Growers Storage Space.
- (d) All farm produce must be stored in suitable containers.
- (e) You may only use the Growers Storage Space outside of Trading Hours and the Growers Storage Space must be empty during Trading Hours. Further the Growers Storage Space must be empty from 6.00am on Friday to 5.00am on Monday.
- (f) You acknowledge and agree all Goods left in the Growers Storage Space is at your risk and remains at all times your responsibility.
- (g) You are responsible for keeping the Growers Storage Space clean and tidy at all times and free from vermin.
- (h) You must pay to SML the fee as determined by SML for use of the Growers Storage Space. The fee is to be paid by You at the same time as the Rent. SML may vary this fee at any time by 30 days' notice in writing.
- (i) Either party may terminate the licence to use the Growers Storage Space at any time by 7 days' notice in writing.

12. GROWERS MARKET PASSES

You and your employees must at all times while You are in the Market hold and carry a Sydney Growers 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 apply at the Sydney Growers Market office in Market Building "D" for more detail.

13. MAXIMUM STANDHOLDING

No person is entitled to have an interest in respect of more than ten (10) stands either individually or jointly.

For the purpose of this clause, a person will be deemed to have an “interest” if that person is the director, shareholder, trustee, partner or joint venturer of a company which is the holder of a stand.