



Addendum to Lease Agreement Mansfield Men's Shed Incorporated

BETWEEN: Mansfield Shire Council of 33 Highett Street, Mansfield VIC 3722
ABN 74 566 834 923 (Lessor)

Mansfield Men's Shed Incorporated 17 Erril Street, Mansfield VIC 3722.
ABN 24 539 205 410 (Lessee)

PREMISES:

Site Address: 19 Erril Street, Mansfield VIC 3722

Site Name: Mansfield Men's Shed Incorporated

Land: Portion of land at the Mansfield Bowls Club Incorporated, identified as Lot 1 on Plan of Subdivision 339273 described in Certificate of Title Volume 10214 Folio 677

Commencement and Condition Precedent

This Addendum is made effective from 6 October 2026.

The Lessee's right to occupy and use the Additional Area will commence on the date construction of the approved improvements begins, subject to compliance with all approval and consent requirements.

Background

A. The parties entered into a Lease Agreement dated **1 April 2022**, with a term expiring on **31 March 2032**.

B. Mansfield Men's Shed Incorporated (the Lessee) has approached Mansfield Shire Council (the Lessor) regarding the proposed use of additional land associated with the Bowls Club site to facilitate the construction of an expanded shed facility.

C. The Lessee operates under the auspice of the Australian Men's Shed Association (AMSA), a national organisation supporting community-based shed initiatives across Australia.

D. The Lessor is in the process of acquiring the relevant portion of land and is willing, in principle, to grant additional occupation rights to the Lessee, subject to the terms of this Addendum.

Addendum to Lease Agreement

This Addendum amends the Lease Agreement between the Lessor, and the Lessee dated 1 April 2022, to incorporate the additional land and associated conditions as outlined below.

Grant of Additional Area

The Lessor agrees to extend the leased area to include the additional portion of land for the purpose of constructing and operating an expanded Men's Shed facility.

The additional area is as shown hatched in red on Annexure A and comprises approximately 391 square metres (Additional Area).

The Additional Area will be subject to the same terms, conditions, and expiry date as the existing Lease Agreement, unless otherwise agreed in writing.

All improvements constructed on the Additional Area will, upon expiry or earlier termination of the Lease, become the property of the Lessor, unless otherwise agreed in writing.

The Lessee is responsible for the maintenance, repair, and upkeep of the Additional Area and any improvements constructed upon it.

The Lessee must effect and maintain appropriate insurance, including public liability insurance and construction/contract works insurance, in accordance with the requirements of the Lease and as reasonably required by the Lessor.

Access to and use of the Additional Area is subject to existing site users and any shared access arrangements.

All provisions relating to default, breach, and termination under the Lease Agreement apply to the Additional Area.

Rent Adjustment

This clause takes effect from the date on which Mansfield Shire Council formally acquires Lot 1 on Plan of Subdivision 339273 and the mutually agreed Commencement Date.

From the Lease Commencement Date:

- **Annual Rent:** Peppercorn rent, being \$1.00 per annum, if demanded
- **Annual Increases:** Not applicable
- Any CPI or rent review methodology under the Lease Agreement will not apply to the Additional Area unless otherwise agreed in writing

The Lessee is responsible for all outgoings, utilities, maintenance, and any costs associated with the Additional Area.

All amounts are exclusive of GST (if applicable).

Commencement of Use and Pro-Rata Adjustment

The Lessee's right to occupy and use the Additional Area, and the associated rental arrangements, will commence on the date construction of the approved improvements begins (Construction Commencement Date).

Rent payable for the Additional Area will be calculated on a pro-rata basis from the Construction Commencement Date to reflect the actual period of use within the relevant lease year, if applicable.

Purpose

The Additional Area must be used solely for the construction and operation of an expanded Men's Shed facility and for purposes ancillary to that use and must not be used for any other purpose without the prior written consent of the Lessor. The Additional Area is reserved solely to facilitate the proposed expansion of the Men's Shed facility and is not intended to constitute a land banking arrangement or exclusive future development right.

Effect of Addendum

This Addendum provides for the lease of the Additional Area for the purpose of constructing and operating an expanded Men's Shed facility.

The Lessee's right to use the Additional Area, and the associated rental and usage arrangements, will commence from the Construction Commencement Date. Rent will be calculated on a pro-rata basis from that date, if applicable.

Except as expressly amended by this Addendum, all terms and conditions of the Lease Agreement remain unchanged and continue in full force and effect.

Construction of Improvements

The Lessee is permitted to construct an expanded Men's Shed facility on the Additional Area, subject to

the following conditions:

- The Lessee must obtain prior written consent from the Lessor before commencing any construction works.
- The Lessee is responsible for obtaining all required planning permits, building permits, and statutory approvals.
- All works must comply with applicable laws, codes, and Australian Standards.
- The Lessee must ensure that all contractors engaged are appropriately licensed and qualified.
- The Lessee is responsible for all costs associated with design, construction, approvals, and associated works.
- The Lessee must not commence construction until all required approvals have been obtained and evidence provided to the Lessor.
- Upon completion, all improvements will form part of the Premises and, unless otherwise agreed in writing, will become the property of the Lessor.

Funding and Project Delivery

Project Commencement and Funding

The Lessee acknowledges that the Additional Area is being made available for the specific purpose of constructing an expanded Men's Shed facility.

The Lessee must obtain funding and commence construction of the approved improvements within three (3) years of the commencement date of this Addendum.

If the Lessee has not secured sufficient funding and commenced construction within three (3) years of the commencement date of this Addendum, the Lessor may, by written notice to the Lessee:

- revoke the Lessee's right to occupy and use the Additional Area;
- terminate this Addendum insofar as it relates to the Additional Area; and
- resume possession and control of the Additional Area for any purpose determined by the Lessor, including incorporation into a future master planning process, community use, redevelopment project, or allocation to another community organisation.

The Lessee will have no entitlement to compensation, reimbursement, or any claim against the Lessor arising from the exercise of the Lessor's rights under this clause.

For the avoidance of doubt, termination of the Lessee's rights to the Additional Area under this clause will not affect the balance of the Lease Agreement dated 1 April 2022 unless otherwise determined by the Lessor in accordance with the Lease.

Insurance

The Lessee must, at its own cost, effect and maintain the following insurance policies in relation to the Additional Area and any construction works:

- Public Liability Insurance for an amount not less than \$20 million per occurrence, noting the Lessor as an interested party.
- Construction/Contract Works Insurance for the full replacement value of the works during the construction period.
- Any other insurance reasonably required under the original Lease Agreement or as determined by the Lessor.

The Lessee must provide certificates of currency for all required insurance policies prior to commencing any works and upon request by the Lessor.

Indemnity

The Lessee indemnifies the Lessor against all claims, loss, damage, or liability arising from:

- the construction works, and
- the Lessee's use of the Additional Area

except to the extent caused by the negligence of the Lessor.

Default and Termination

All provisions relating to default, breach, and termination contained in the Lease Agreement dated 1 April 2022 apply to the Additional Area as if fully set out in this Addendum.

Without limiting the above:

- Any breach by the Lessee of the terms of this Addendum or the Lease Agreement will constitute a breach of the Lease.
- The Lessor may exercise its rights under the Lease Agreement (including termination) in respect of the Additional Area in the event of default by the Lessee.
- Termination or expiry of the Lease Agreement will automatically terminate the Lessee's right to occupy the Additional Area.

Upon termination or expiry of the Lease:

- The Lessee must vacate the Additional Area and leave it in a clean and safe condition.
- Any improvements will be dealt with in accordance with the Lease Agreement (or as otherwise agreed in writing with the Lessor).

The Lessor may also require the Lessee to remove any structures or reinstate the Additional Area to its original condition if reasonably required.

Plans and Attachments

These documents form part of this Addendum for reference purposes.



Figure 1: Proposed Future Men’s Shed Extension Area

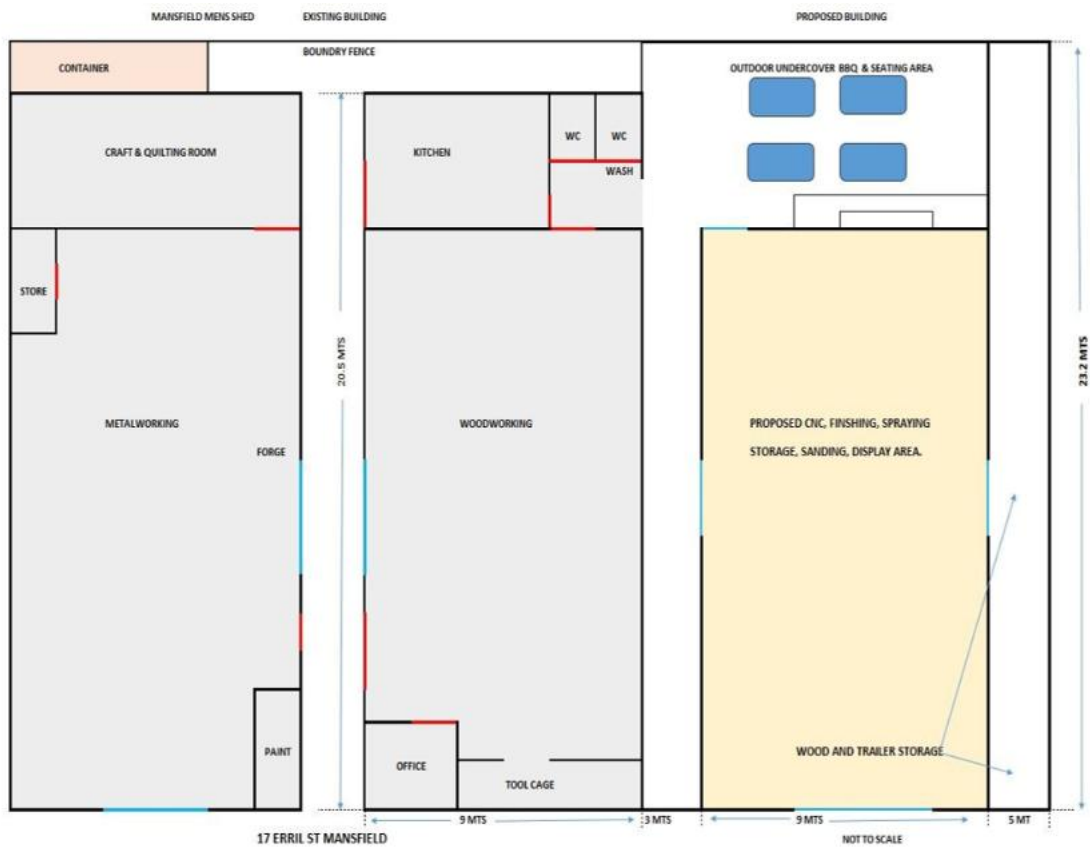


Figure 2: Proposed Floorplan Concept for the added Shed

Confirmation and Execution

Executed as an Addendum to the Lease Agreement.

Acknowledgment

The Lessee is requested to provide written confirmation of its acceptance of this Addendum within 14 days.

EXECUTED for and on behalf of
MANSFIELD SHIRE COUNCIL,
an authorised officer pursuant to an Instrument
of Delegation made under the Local Government Act 2020 (Vic)
Signature

Kirsten Alexander
Chief Executive Officer

in the presence of:
.....
Print Name

.....
Signature of Witness

33 Highett Street, Mansfield

EXECUTED by MANSFIELD MENS SHED INC.
in accordance with section 37 of the
Associations Incorporation Reform Act 2012 (Vic)
.....

..... Signature	 Signature
..... {Print} Full Name	 {Print} Full Name
..... Position	 Position