

**ADDENDUM
FOR
BLOCK 5 SECTION 8, BLOCK 1 SECTION 130,
BLOCK 1 SECTION 131, BLOCK 1 SECTION 132 AND
BLOCK 1 SECTION 133 DIVISION OF CAMPBELL**

**ISSUED IN ACCORDANCE WITH PARAGRAPH 3.7 OF THE GENERAL SALES
INFORMATION**

Addendum Three

Specimen Crown leases – removal of ‘commencement clause’

On 6 March 2014, ACT Chief Minister Katy Gallagher MLA announced an economic stimulus package designed to provide an economic stimulus for the ACT building and construction industry. The package includes measures to simplify the framework for Extension of Time (EOT) fees from 1 April 2014.

New Crown Leases from this date will no longer contain a commencement of construction clause (date by which development/construction is to commence) – a completion of construction clause (date by which development/construction is to be completed) will remain in the lease. The new EOT fee structure applies EOT fees on the basis of breach of the completion of construction clause. The new EOT fee scale applies a fee after four years of breach. From the fifth year of breach, and for each subsequent year of breach, the EOT fee will be calculated as one times the annual general rates for that year.

Accordingly, all of the Specimen leases included in the Sales Pack are replaced with the attached Specimen Leases.

Specimen Crown leases for Block 1 Section 131, Block 1 Section 132 and Block 1 Section 133 Division of Campbell – permitting the use of ‘Serviced Apartments’

As stated in Addendum Two, the National Capital Authority has agreed to extend the permitted uses of Block 1 Section 131, Block 1 Section 132 and Block 1 Section 133 Campbell to include Commercial Accommodation (serviced apartments).

The specimen leases for the affected land have been amended to include this use, and the change has been incorporated in the attached Specimen leases.

All enquiries in relation to this Addendum must be in writing and emailed to the Sales Agent.

**This is a market value
lease - s238(2)(a)(ii) Planning
and Development Act 2007**

AUSTRALIAN CAPITAL TERRITORY

PLANNING AND DEVELOPMENT ACT 2007

**Australian Capital Territory (Planning and Land
Management) Act 1988 (C'th) ss 29, 30 & 31**

LEASE GRANTED pursuant to the Planning and Development Act 2007 and the
Regulations made under that Act on the _____ day of

Two thousand and _____ WHEREBY THE PLANNING AND LAND
AUTHORITY (“the Authority”) ON BEHALF OF THE COMMONWEALTH OF
AUSTRALIA (“the Commonwealth”) in exercising its functions grants to

LESSEE _____ a company having its registered office at
_____ in the Australian Capital

Territory **number of shares/tenants in common/joint tenants** (“the Lessee”) ALL
LAND THAT piece or parcel of land situate in the Australian Capital Territory containing
an area of _____ **square metres** or thereabouts and being **Block 1 Section 130**

Division of Campbell as delineated on **Deposited Plan Number** _____ in
the Registrar-General’s Office at Canberra in the said Territory (“the land”)

RESERVING unto the Territory all minerals and the right to the use, flow and
control of ground water under the surface of the land TO HOLD unto the Lessee
TERM for the term of ninety nine years commencing on the _____ day
of _____ **Two thousand and** _____ (“the date of the
commencement of the lease”) to be used by the Lessee for the purpose set out in
Clause 3(d) of this lease only YIELDING AND PAYING THEREFOR rent in the
amount and in the manner and at the times provided for in this lease and UPON
AND SUBJECT TO the covenants conditions and agreements contained in this
lease.

INTERPRETATION 1. IN THIS LEASE unless the contrary intention appears:

- (a) “ancillary” means associated with and directly related to, but incidental and subordinate to the predominant use;
- (b) “Authority” means the Planning and Land Authority established by section 10 of the Planning and Development Act 2007;
- (c) “bar” means any premises or part of a premises primarily used or intended for use for the sale of alcoholic beverages and spirits to members of the public for consumption on the premises, subject to the issue of an on-licence pursuant to the relevant legislation;
- (d) “building” means any building or structure, constructed or partially constructed or to be constructed, as the context permits or requires, on or under the land;
- (e) “cafe” means any premises used for intended for use for the preparation and sale to the public of food and non-alcoholic beverages for consumption on the premises or elsewhere and includes take-away food, fast food and snack bars and the like;
- (f) “dwelling” means a room or suite of rooms occupied or used or so constructed or adapted as to be capable of being occupied or used as a separate domicile and includes outbuildings, if any, that are normal to the enjoyment and exclusive use of the dwelling;
- (g) “EPBC Approval” means the approval titled ‘Mixed use development within Campbell Section 5, ACT (EPBC 2012/6292)’ issued under Sections 130(1) and 133 of the Environment Protection and Biodiversity Conservation Regulations 2000 (C’t);
- (h) “Heritage Impact Statement” has the same meaning as in the EPBC Approval;
- (i) “Lessee” shall:
 - (i) where the Lessee consists of one person be deemed to include the Lessee and the executors administrators and assigns of the Lessee;
 - (ii) where the Lessee consists of two or more persons be deemed to include in the case of a tenancy in common the said persons and each of them and their and each of their executors administrators and assigns and in the case of a joint tenancy be deemed to include the said persons and each of them and their and each of their assigns and the executors administrators and assigns of the survivor of them; and

- (iii) where the Lessee is a corporation be deemed to include such corporation its successors and assigns;
- (j) “Minister” means the minister responsible for the Environment Protection and Biodiversity Conservation Regulations 2000 (C’th);
- (k) “National Capital Authority” means any body, whether incorporated or unincorporated which from time to time exercises substantially the same powers as the powers which are at the date of the commencement of the lease exercised by the National Capital Authority under the Australian Capital Territory (Planning and Land Management) Act 1988 (C’th);
- (l) “National Capital Plan” means the National Capital Plan prepared by the National Capital Authority under Part III of the Australian Capital Territory (Planning and Land Management) Act 1988 (C’th);
- (m) “office” means any premises used for the purpose of administration (including commercial and public administration), and clerical, technical, professional or like business activities;
- (n) “personal service establishment” means any premises used or intended for use for the purposes of barbering, skin care, non-professional health and/or body care, photography, and like activities, but does not include any premises used or intended for use for a purpose elsewhere herein specifically defined;
- (o) “premises” means the land and any building or other improvements on the land;
- (p) “residential” means the use of land for the primary purpose of providing shelter for human habitation together with such outbuildings as are incidental to and ordinarily associated with the residential use of the land;
- (q) “restaurant” means a building or place used for the primary purpose of providing food for consumption on the premises whether or not the premises are licensed to sell liquor and whether or not entertainment is provided. The use includes tea rooms, cafes, bistros and the like;
- (r) “retail” means the selling of goods and providing personal services in any quantity and by any means other than by wholesale and includes retail shops, restaurants, drink establishments, drive-in facilities, bulky retailing, bulk landscape supplies, vehicle sales, service stations, retail plant nurseries and produce markets;

- (s) “Surrounding Context” has the same meaning as in the EPBC Approval;
- (t) “Territory” means:
 - (i) when used in a geographical sense the Australian Capital Territory; and
 - (ii) when used in any other sense the body politic established by section 7 of the Australian Capital Territory (Self-Government) Act 1988 (C’t);
- (u) words in the singular include the plural and vice versa;
- (v) words importing one gender include the other genders;
- (w) a reference in this lease to any statute or statutory provision shall include a reference to any statute or statutory provision that amends, extends, consolidates or replaces the statute or statutory provision and to any other regulation, instrument or other subordinate legislation made under the statute.

2. THE LESSEE COVENANTS WITH THE COMMONWEALTH as follows:

RENT

- (a) That the Lessee shall pay to the Authority rent at the rate of five cents per annum if and when demanded payable within one month of the date of any demand made by the Authority relating thereto and served on the Lessee;

MANNER OF PAYMENT OF RENT

- (b) That any rent or other moneys payable by the Lessee to the Authority under this lease shall be paid to such person as may be authorised by the Authority for that purpose at Canberra in the said Territory without any deduction whatsoever.

3. THE LESSEE FURTHER COVENANTS WITH THE COMMONWEALTH as follows:

COMPLETION OF DEVELOPMENT

- (a) That the Lessee shall within forty eight (48) months from the date of the commencement of the lease or within such further time as may be approved in writing by the Authority complete the erection of an approved development on the land in accordance with the plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the Authority and in accordance with every Statute Ordinance or Regulation applicable to such development;

ASSOCIATED
WORKS

(b) That the Lessee shall complete within forty eight (48) months from the date of the commencement of the lease or within such further time as may be approved in writing by the Authority for that purpose, and prior to the occupation of any of the premises, the design and construction of:

- (i) vergeworks surrounding the land in accordance with drawings contained in Schedule 1 of the Prescribed Conditions for Associated Works approved on 18 December 2013 for the land and incorporating any modification arising from the satisfaction of this Clause; and
- (ii) any other works required by Territory and Municipal Services Directorate ('TAMSD') as a result of an audit on submitted plans for design approval

including all ancillary works and fittings in accordance with the prescribed conditions for associated works and plans and specifications previously submitted to and approved in writing by the National Capital Authority;

INDEMNITY

(c) That the Lessee shall indemnify and keep indemnified the Commonwealth, the Territory, the Authority, their servants and agents from all actions claims suits and demands brought maintained or made against the Commonwealth, the Territory, the Authority, their servants or agents by any person or body of persons arising out of the provision by the Lessee of the design and construction of the associated works referred to in Clause 3(b) until such works are completed and formally handed over to the Territory;

PURPOSE

(d) To use the premises only for one or more of the following purposes:

- (i) bar;
- (ii) cafe;
- (iii) office;
- (iv) personal service establishment;
- (v) residential for not more than two hundred and five (205) dwellings;
- (vi) restaurant

AND ANCILLARY THERETO retail;

EASEMENT FOR SERVICES

(e) That:

(i) the Authority, on behalf of the Commonwealth, grants over that part of the land identified as a services easement on the Deposited Plan an easement (“Easement”) in favour of:

(A) the Territory and its successors;

(B) ACTEW Corporation Limited A.C.N. 069 381 960 and its successors; and

(C) ActewAGL Distribution A.B.N. 76 670 568 688 a partnership of ACTEW Distribution Ltd A.C.N. 073 025 224 and Jemena Networks (ACT) Pty Ltd A.C.N. 008 552 663 and their successors;

(collectively or separately referred to as the “service provider”);

(ii) the service provider may:

(A) provide, maintain and replace services supplied by that service provider through the land within the site of the Easement; and

(B) do anything reasonably necessary for that purpose, including without limitation:

(1) entering or passing through the land;

(2) taking anything on to the land; and

(3) carrying out work, including without limitation, constructing, placing, repairing or maintaining pipes, poles, wires, cables, conduits, structures and equipment;

(iii) in exercising the powers in Clause 3(e)(ii), the service provider must take all reasonable steps to:

(A) ensure that the work carried out on the land causes as little disruption, inconvenience and damage as is practicable; and

(B) ensure that the land is restored as soon as practicable to a condition that is similar to its condition before the work was carried out;

(iv) Clause 3(e)(iii)(B), does not require the service provider to restore:

(A) the land to a condition that would result in:

(1) an interference with:

(i) any service on or through the land; or

(ii) access to any service on or through the land; or

(2) a contravention of a law of the Territory; or

(B) any building or structure placed or constructed on any part of the land comprising the Easement;

(v) the Lessee must not place or construct, nor permit to be placed or constructed, a building or structure or any part of a building or structure on any part of the land comprising the Easement;

(vi) for the purposes of the Easement, “services”, includes, without limitation, the supply of water, gas, electricity and discharge or drainage of water, stormwater and sewerage; and

(vii) nothing in this clause diminishes or affects any rights or powers of a service provider conferred under any statute, regulation or law;

CARPARKING

(f) That the Lessee shall provide and maintain an approved drained and sealed carparking area on the land to a standard acceptable to the Authority in accordance with plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the National Capital Authority;

LANDSCAPING

(g) That the Lessee shall provide and maintain landscaping on the land to a standard acceptable to the Authority in accordance with plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the National Capital Authority;

LIGHTING

(h) That the Lessee shall illuminate and keep illuminated all public access areas, carparks and driveways on the land at the Lessee’s cost during the evening hours of operation to a standard acceptable to the Authority in accordance with plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the National Capital Authority;

PRESERVATION
OF TREES

- (i) That the Lessee shall not, without the previous consent in writing of the Territory, remove any tree:
- (i) that has been identified in a development approval for retention during the period allowed for construction of the building; or
- (ii) to which the Tree Protection Act 2005, applies;

FACILITIES AND
ACCESS FOR PERSONS
WITH A DISABILITY

- (j) That the Lessee shall provide and maintain facilities and access on the land for persons with a disability in accordance with plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the National Capital Authority;

SERVICE AREAS

- (k) That the Lessee shall screen and keep screened all service areas to the satisfaction of the National Capital Authority and the Authority and shall ensure that all plant and machinery contained within the premises is suitably screened from public view;

BUILDING
SUBJECT TO
APPROVAL

- (l) That the Lessee shall not without the previous approval in writing of the National Capital Authority, except where exempt by law, erect any building, or make any structural alterations to any building, on the land;

REPAIR

- (m) That the Lessee shall at all times during the said term maintain repair and keep in repair the premises to the satisfaction of the Authority;

FAILURE TO
REPAIR

- (n) If and whenever the Lessee is in breach of the Lessee's obligations to maintain repair and keep in repair the premises the Authority may by notice in writing to the Lessee specifying the repairs and maintenance needed require the Lessee to effect the necessary work in accordance with the notice. If the Authority is of the opinion that a building or some other improvement on the land is beyond reasonable repair the Authority may by notice in writing to the Lessee require the Lessee to remove the building or improvement and may require the Lessee to construct a new building or improvement in place of that removed within the time specified in the notice. If the Lessee does not carry out the required work within the time specified by the Authority any person or persons duly authorised by the Authority with such equipment as is necessary may enter the premises and carry out the necessary work and all costs and expenses incurred by the Authority in carrying out the work shall be paid by the Lessee to the Authority on demand and from the date of such demand until paid shall for all purposes of this lease be a debt due and payable to the Authority by the Lessee;

RIGHT OF INSPECTION

(o) Subject to the provisions of the Planning and Development Act 2007 to permit any person or persons authorised by the Authority to enter and inspect the premises at all reasonable times and in any reasonable manner;

RATES AND CHARGES

(p) To pay all rates charges and other statutory outgoings assessed levied or payable in respect of the premises as and when they are due for payment;

HERITAGE

(q) That the Lessee shall at its own expense, reduce, manage and mitigate impacts of the development on the land to the heritage values of the Surrounding Context pursuant to conditions 4(a) – (g) of the EPBC Approval together with the requirements of clause 5 (in relation to the Heritage Impact Statement) and such other conditions as the Minister may require in accordance with that provision.

4. THE COMMONWEALTH COVENANTS WITH THE LESSEE as follows:

QUIET ENJOYMENT

That the Lessee paying the rent and all other money due and observing and performing the covenants and stipulations on the part of the Lessee to be observed and performed shall quietly enjoy the premises without interruption by the Authority or any person lawfully claiming from or under or in trust for the Authority.

5. IT IS MUTUALLY COVENANTED AND AGREED as follows:

TERMINATION

- (a) That if:
- (i) any rent or other moneys payable under this lease shall remain unpaid for three months next after the date appointed for payment thereof (whether such rent shall have been formally demanded or not); or
 - (ii) an approved development in accordance with Clause 3(a) of this lease is not completed within the period specified in the said Clause; or
 - (iii) associated works in accordance with Clause 3(b) of this lease are not completed within the period specified in the said Clause; or
 - (iv) after completion of an approved development as aforesaid the said land is at any time not used for a period of one year for the purpose for which this lease is granted; or

- (v) the Lessee shall fail to observe or perform any other of the covenants contained in this lease on the part of the Lessee to be observed or performed and shall have failed to remedy such breach within a period of six months from the date of service on the Lessee of a notice in writing from the Authority specifying the nature of such breach

the Authority on behalf of the Commonwealth may terminate this lease but without prejudice to any claim which the Authority or the Commonwealth may have against the Lessee in respect of any breach of the covenants on the part of the Lessee to be observed or performed;

ACCEPTANCE OF RENT

- (b) That acceptance of rent or other moneys by the Authority during or after any period referred to in Clauses 5(a) (i), (ii), (iii), (iv) or (v) of this lease shall not prevent or impede the exercise by the Authority of the powers conferred upon it by the said Clauses;

FURTHER LEASE

- (c) Subject to the Lessee paying all money required to be paid under the provisions of the Planning and Development Act 2007 the Lessee shall be entitled to a further lease of the land for such further term and at such rent and subject to such conditions as may then be provided or permitted by Statute Ordinance or Regulation;

NOTICES

- (d) That any notice requirement demand consent or other communication to be given to or served upon the Lessee under this lease shall be deemed to have been duly given or served if signed by or on behalf of the Authority and delivered to or sent in a prepaid letter addressed to the Lessee at the registered office of the Lessee in the said Territory BUT if for any reason the Lessee does not have a registered office in the said Territory then at the usual or last-known address of the Lessee or affixed in a conspicuous position on the premises;

EXERCISE OF POWERS

- (e) Any and every right, power or remedy conferred on the Commonwealth or Territory in this lease, by law or implied by law may be exercised on behalf of the Commonwealth or the Territory or as the case may be by:
 - (i) the Authority;
 - (ii) an authority or person for the time being authorised by the Authority or by law to exercise those powers or functions of the Commonwealth or Territory; or
 - (iii) an authority or person to whom the Authority has delegated all its powers or functions under the Planning and Development Act 2007.

IN WITNESS whereof the Authority on behalf of the Commonwealth and the Lessee have executed this lease.

Signed by)
a delegate authorised to execute this lease)
on behalf of the Commonwealth in the)
presence of)

.....

Delegate

.....

Witness

Signed by)
(A.C.N.) by:)

.....

Signature

.....

Signature

.....

Name in full

.....

Name in full

.....

Director/Secretary

.....

Director/Secretary

**This is a market value
lease - s238(2)(a)(ii) Planning
and Development Act 2007**

AUSTRALIAN CAPITAL TERRITORY

PLANNING AND DEVELOPMENT ACT 2007

**Australian Capital Territory (Planning and Land
Management) Act 1988 (C'th) ss 29, 30 & 31**

LEASE GRANTED pursuant to the Planning and Development Act 2007 and the
Regulations made under that Act on the _____ day of

Two thousand and _____ WHEREBY THE PLANNING AND LAND
AUTHORITY (“the Authority”) ON BEHALF OF THE COMMONWEALTH OF
AUSTRALIA (“the Commonwealth”) in exercising its functions grants to

LESSEE _____ a company having its registered office at
_____ in the Australian Capital

Territory **number of shares/tenants in common/joint tenants** (“the Lessee”) ALL

LAND THAT piece or parcel of land situate in the Australian Capital Territory containing
an area of _____ **square metres** or thereabouts and being **Block 1 Section**

131 Division of Campbell as delineated on **Deposited Plan Number**

in the Registrar-General’s Office at Canberra in the said Territory (“the land”)

RESERVING unto the Territory all minerals and the right to the use, flow and
control of ground water under the surface of the land TO HOLD unto the Lessee

TERM for the term of ninety nine years commencing on the _____ day
of _____ **Two thousand and** _____ (“the date of the

commencement of the lease”) to be used by the Lessee for the purpose set out in

Clause 3(d) of this lease only YIELDING AND PAYING THEREFOR rent in the
amount and in the manner and at the times provided for in this lease and UPON

AND SUBJECT TO the covenants conditions and agreements contained in this
lease.

INTERPRETATION 1. IN THIS LEASE unless the contrary intention appears:

- (a) “administrative use” means the use of any land, building or other structure for the purpose of a Court, House of Assembly, Territory Administration Centre, City Hall, Information Centre or other civic administration activities;
- (b) “ancillary” means associated with and directly related to, but incidental and subordinate to the predominant use;
- (c) “aquatic recreation facility” means a building or place used for a sporting, exercise, pastime or leisure activity, whether operated for gain or not which includes uses based on or adjacent to a water feature, such as a boat shed, boat landing facility, wharf, swimming facility and the like;
- (d) “Authority” means the Planning and Land Authority established by section 10 of the Planning and Development Act 2007;
- (e) “bank” means any premises used or intended for use for the purpose of carrying on the business of taking custody of money and includes a private trading or saving bank, but does not include a Co-operative Society as herein defined;
- (f) “bar” means any premises or part of a premises primarily used or intended for use for the sale of alcoholic beverages and spirits to members of the public for consumption on the premises, subject to the issue of an on-licence pursuant to the relevant legislation;
- (g) “building” means any building or structure, constructed or partially constructed or to be constructed, as the context permits or requires, on or under the land;
- (h) “cafe” means any premises used for intended for use for the preparation and sale to the public of food and non-alcoholic beverages for consumption on the premises or elsewhere and includes take-away food, fast food and snack bars and the like;
- (i) “club” means a meeting place for persons associated, or for a body incorporated, for a social, sporting, athletic, literary, political or other like purpose, and includes premises in respect of which a club licence is held in accordance with the provisions of the relevant liquor licensing regulations;
- (j) “commercial accommodation” means a building or place used for use for the purpose of providing temporary accommodation and includes a hotel, motel, guest house, caravan park/camping ground, serviced apartment, serviced house and the like;

- (k) “co-operative society” means a building society or a credit union formed pursuant to the provisions of the relevant ACT legislation;
- (l) “cultural facility” means a building or place used or intended for use for the purpose of cultural activities and may include a library, museum, theatre, concert hall, art gallery other than a gallery operated for the principal purpose of selling or trading in art works;
- (m) “dwelling” means a room or suite of rooms occupied or used or so constructed or adapted as to be capable of being occupied or used as a separate domicile and includes outbuildings, if any, that are normal to the enjoyment and exclusive use of the dwelling;
- (n) “EPBC Approval” means the approval titled ‘Mixed use development within Campbell Section 5, ACT (EPBC 2012/6292)’ issued under Sections 130(1) and 133 of the Environment Protection and Biodiversity Conservation Regulations 2000 (C’th);
- (o) “Heritage Impact Statement” has the same meaning as in the EPBC Approval;
- (p) “hotel” means a building or place in respect of which a general licence is held in accordance with the provisions of the relevant liquor licensing laws which provides accommodation for visitors and others;
- (q) “indoor recreation facility” means a recreation facility devoted to facilities and equipment for indoor recreation purposes, including squash courts, indoor sports stadium, fitness centre, gymnasium and the like;
- (r) “Lessee” shall:
 - (i) where the Lessee consists of one person be deemed to include the Lessee and the executors administrators and assigns of the Lessee;
 - (ii) where the Lessee consists of two or more persons be deemed to include in the case of a tenancy in common the said persons and each of them and their and each of their executors administrators and assigns and in the case of a joint tenancy be deemed to include the said persons and each of them and their and each of their assigns and the executors administrators and assigns of the survivor of them; and
 - (iii) where the Lessee is a corporation be deemed to include such corporation its successors and assigns;

- (s) “Minister” means the minister responsible for the Environment Protection and Biodiversity Conservation Regulations 2000 (C’th);
- (t) “motel” means a building or buildings used primarily for the temporary accommodation of persons travelling by motor vehicle where common facilities including meals are provided for persons accommodated in the motel or the public generally, and whether or not these facilities are licensed;
- (u) “National Capital Authority” means any body, whether incorporated or unincorporated which from time to time exercises substantially the same powers as the powers which are at the date of the commencement of the lease exercised by the National Capital Authority under the Australian Capital Territory (Planning and Land Management) Act 1988 (C’th);
- (v) “National Capital Plan” the National Capital Plan prepared by the National Capital Authority under Part III of the Australian Capital Territory (Planning and Land Management) Act 1988 (C’th);
- (w) “office” means any premises used for the purpose of administration (including commercial and public administration), and clerical, technical, professional or like business activities;
- (x) “personal service establishment” means any premises used or intended for use for the purposes of barbering, skin care, non-professional health and/or body care, photography, and like activities, but does not include any premises used or intended for use for a purpose elsewhere herein specifically defined;
- (y) “place of assembly” means a building or place used for the following entertainment purposes:
 - (i) a trade fair or exhibition;
 - (ii) an auditorium or convention centre;
 - (iii) reception rooms, including any premises not being part of a hotel, managed by a proprietor, and available for the use of parties on formal or ceremonious occasions, but not for unhosted use on general occasions for entertainment purposes;
- (z) “premises” means the land and any building or other improvements on the land;

- (aa) “residential” means the use of land for the primary purpose of providing shelter for human habitation together with such outbuildings as are incidental to and ordinarily associated with the residential use of the land;
- (bb) “restaurant” means a building or place used for the primary purpose of providing food for consumption on the premises whether or not the premises are licensed to sell liquor and whether or not entertainment is provided. The use includes tea rooms, cafes, bistros and the like;
- (cc) “retail” means the selling of goods and providing personal services in any quantity and by any means other than by wholesale and includes retail shops, restaurants, drink establishments, drive-in facilities, bulky retailing, bulk landscape supplies, vehicle sales, service stations, retail plant nurseries and produce markets;
- (dd) “social/community facility” means a building or place used by a public authority or a body of persons associated for the purpose of providing for the social welfare of the community which may include:
- (i) meeting rooms, neighbourhood centres, recreation, child minding (including care and ancillary education), cultural activities, social functions and the like;
 - (ii) a community club being a building or place used by persons sharing like interests, but not including a licensed club;
- whether or not that building or place is used for another purpose including associated administration;
- (ee) “Surrounding Context” has the same meaning as in the EPBC Approval;
- (ff) “Territory” means:
- (i) when used in a geographical sense the Australian Capital Territory; and
 - (ii) when used in any other sense the body politic established by section 7 of the Australian Capital Territory (Self-Government) Act 1988 (C’th);
- (gg) words in the singular include the plural and vice versa;
- (hh) words importing one gender include the other genders;
- (ii) a reference in this lease to any statute or statutory provision shall include a reference to any statute or statutory provision that

amends, extends, consolidates or replaces the statute or statutory provision and to any other regulation, instrument or other subordinate legislation made under the statute.

2. THE LESSEE COVENANTS WITH THE COMMONWEALTH as follows:

RENT

(a) That the Lessee shall pay to the Authority rent at the rate of five cents per annum if and when demanded payable within one month of the date of any demand made by the Authority relating thereto and served on the Lessee;

MANNER OF PAYMENT OF RENT

(b) That any rent or other moneys payable by the Lessee to the Authority under this lease shall be paid to such person as may be authorised by the Authority for that purpose at Canberra in the said Territory without any deduction whatsoever.

3. THE LESSEE FURTHER COVENANTS WITH THE COMMONWEALTH as follows:

COMPLETION OF DEVELOPMENT

(a) That the Lessee shall within forty eight (48) months from the date of the commencement of the lease or within such further time as may be approved in writing by the Authority complete the erection of an approved development on the land in accordance with the plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the Authority and in accordance with every Statute Ordinance or Regulation applicable to such development;

ASSOCIATED WORKS

(b) That the Lessee shall complete within forty eight (48) months from the date of the commencement of the lease or within such further time as may be approved in writing by the Authority for that purpose, and prior to the occupation of any of the premises, the design and construction of:

- (i) vergeworks surrounding the land in accordance with drawings contained in Schedule 1 of the Prescribed Conditions for Associated Works approved on 19 December 2013 for the land and incorporating any modification arising from the satisfaction of this Clause; and
- (ii) any other works required by Territory and Municipal Services Directorate ('TAMS') and works to Constitution Avenue as required by the National Capital Authority as a result of an audit on submitted plans for design approval/works approval

including all ancillary works and fittings in accordance with the prescribed conditions for associated works and plans and

specifications previously submitted to and approved in writing by the National Capital Authority;

INDEMNITY

- (c) That the Lessee shall indemnify and keep indemnified the Commonwealth, the Territory, the Authority, their servants and agents from all actions claims suits and demands brought maintained or made against the Commonwealth, the Territory, the Authority, their servants or agents by any person or body of persons arising out of the provision by the Lessee of the design and construction of the associated works referred to in Clause 3(b) until such works are completed and formally handed over to the Territory;

PURPOSE

- (d) To use the premises only for one or more of the following purposes:

(i) administrative use;

(ii) aquatic recreation facility;

(iii) bank;

(iv) bar;

(v) cafe;

(vi) club;

(vii) commercial accommodation LIMITED to serviced apartment;

(viii) co-operative society;

(ix) cultural facility;

(x) hotel;

(xi) indoor recreation facility;

(xii) motel;

(xiii) office;

(xiv) personal service establishment;

(xv) place of assembly;

(xvi) residential for not more than one hundred and three (103) dwellings;

(xvii) restaurant;

(xviii) social/community facility

AND ANCILLARY THERETO retail;

EASEMENT FOR
SERVICES

(e) That:

(i) the Authority, on behalf of the Commonwealth, grants over that part of the land identified as a services easement on the Deposited Plan an easement (“Easement”) in favour of:

(A) the Territory and its successors;

(B) ACTEW Corporation Limited A.C.N. 069 381 960 and its successors; and

(C) ActewAGL Distribution A.B.N. 76 670 568 688 a partnership of ACTEW Distribution Ltd A.C.N. 073 025 224 and Jemena Networks (ACT) Pty Ltd A.C.N. 008 552 663 and their successors;

(collectively or separately referred to as the “service provider”);

(ii) the service provider may:

(A) provide, maintain and replace services supplied by that service provider through the land within the site of the Easement; and

(B) do anything reasonably necessary for that purpose, including without limitation:

(1) entering or passing through the land;

(2) taking anything on to the land; and

(3) carrying out work, including without limitation, constructing, placing, repairing or maintaining pipes, poles, wires, cables, conduits, structures and equipment;

(iii) in exercising the powers in Clause 3(e)(ii), the service provider must take all reasonable steps to:

(A) ensure that the work carried out on the land causes as little disruption, inconvenience and damage as is practicable; and

(B) ensure that the land is restored as soon as practicable to a condition that is similar to its condition before the work was carried out;

- (iv) Clause 3(e)(iii)(B), does not require the service provider to restore:
 - (A) the land to a condition that would result in:
 - (1) an interference with:
 - (i) any service on or through the land; or
 - (ii) access to any service on or through the land; or
 - (2) a contravention of a law of the Territory; or
 - (B) any building or structure placed or constructed on any part of the land comprising the Easement;
- (v) the Lessee must not place or construct, nor permit to be placed or constructed, a building or structure or any part of a building or structure on any part of the land comprising the Easement;
- (vi) for the purposes of the Easement, “services”, includes, without limitation, the supply of water, gas, electricity and discharge or drainage of water, stormwater and sewerage; and
- (vii) nothing in this clause diminishes or affects any rights or powers of a service provider conferred under any statute, regulation or law;

CARPARKING

- (f) That the Lessee shall provide and maintain an approved drained and sealed carparking area on the land to a standard acceptable to the Authority in accordance with plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the National Capital Authority;

- LANDSCAPING (g) That the Lessee shall provide and maintain landscaping on the land to a standard acceptable to the Authority in accordance with plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the National Capital Authority;
- LIGHTING (h) That the Lessee shall illuminate and keep illuminated all public access areas, carparks and driveways on the land at the Lessee's cost during the evening hours of operation to a standard acceptable to the Authority in accordance with plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the National Capital Authority;
- PRESERVATION OF TREES (i) That the Lessee shall not, without the previous consent in writing of the Territory, remove any tree:
- (i) that has been identified in a development approval for retention during the period allowed for construction of the building; or
- (ii) to which the Tree Protection Act 2005, applies;
- FACILITIES AND ACCESS FOR PERSONS WITH A DISABILITY (j) That the Lessee shall provide and maintain facilities and access on the land for persons with a disability in accordance with plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the National Capital Authority;
- SERVICE AREAS (k) That the Lessee shall screen and keep screened all service areas to the satisfaction of the National Capital Authority and the Authority and shall ensure that all plant and machinery contained within the premises is suitably screened from public view;
- BUILDING SUBJECT TO APPROVAL (l) That the Lessee shall not without the previous approval in writing of the National Capital Authority, except where exempt by law, erect any building, or make any structural alterations to any building, on the land;
- REPAIR (m) That the Lessee shall at all times during the said term maintain repair and keep in repair the premises to the satisfaction of the Authority;
- FAILURE TO REPAIR (n) If and whenever the Lessee is in breach of the Lessee's obligations to maintain repair and keep in repair the premises the Authority may by notice in writing to the Lessee specifying the repairs and maintenance needed require the Lessee to effect the necessary work in accordance with the notice. If the Authority is of the opinion that a building or some other improvement on the land is beyond reasonable repair the Authority may by notice in writing to the Lessee require the Lessee to remove the building or improvement and may require the Lessee to construct a new

building or improvement in place of that removed within the time specified in the notice. If the Lessee does not carry out the required work within the time specified by the Authority any person or persons duly authorised by the Authority with such equipment as is necessary may enter the premises and carry out the necessary work and all costs and expenses incurred by the Authority in carrying out the work shall be paid by the Lessee to the Authority on demand and from the date of such demand until paid shall for all purposes of this lease be a debt due and payable to the Authority by the Lessee;

RIGHT OF
INSPECTION

- (o) Subject to the provisions of the Planning and Development Act 2007 to permit any person or persons authorised by the Authority to enter and inspect the premises at all reasonable times and in any reasonable manner;

RATES AND
CHARGES

- (p) To pay all rates charges and other statutory outgoings assessed levied or payable in respect of the premises as and when they are due for payment;

HERITAGE

- (q) That the Lessee shall at its own expense, reduce, manage and mitigate impacts of the development on the land to the heritage values of the Surrounding Context pursuant to conditions 4(a) – (g) of the EPBC Approval together with the requirements of clause 5 (in relation to the Heritage Impact Statement) and such other conditions as the Minister may require in accordance with that provision.

4. THE COMMONWEALTH COVENANTS WITH THE LESSEE as follows:

QUIET
ENJOYMENT

That the Lessee paying the rent and all other money due and observing and performing the covenants and stipulations on the part of the Lessee to be observed and performed shall quietly enjoy the premises without interruption by the Authority or any person lawfully claiming from or under or in trust for the Authority.

5. IT IS MUTUALLY COVENANTED AND AGREED as follows:

TERMINATION

- (a) That if:
- (i) any rent or other moneys payable under this lease shall remain unpaid for three months next after the date appointed for payment thereof (whether such rent shall have been formally demanded or not); or
 - (ii) an approved development in accordance with Clause 3(a) of this lease is not completed within the period specified in the said Clause; or

- (iii) associated works in accordance with Clause 3(b) of this lease are not completed within the period specified in the said Clause; or
- (iv) after completion of an approved development as aforesaid the said land is at any time not used for a period of one year for the purpose for which this lease is granted; or
- (v) the Lessee shall fail to observe or perform any other of the covenants contained in this lease on the part of the Lessee to be observed or performed and shall have failed to remedy such breach within a period of six months from the date of service on the Lessee of a notice in writing from the Authority specifying the nature of such breach

the Authority on behalf of the Commonwealth may terminate this lease but without prejudice to any claim which the Authority or the Commonwealth may have against the Lessee in respect of any breach of the covenants on the part of the Lessee to be observed or performed;

ACCEPTANCE
OF RENT

- (b) That acceptance of rent or other moneys by the Authority during or after any period referred to in Clauses 5(a) (i), (ii), (iii), (iv) or (v) of this lease shall not prevent or impede the exercise by the Authority of the powers conferred upon it by the said Clauses;

FURTHER LEASE

- (c) Subject to the Lessee paying all money required to be paid under the provisions of the Planning and Development Act 2007 the Lessee shall be entitled to a further lease of the land for such further term and at such rent and subject to such conditions as may then be provided or permitted by Statute Ordinance or Regulation;

NOTICES

- (d) That any notice requirement demand consent or other communication to be given to or served upon the Lessee under this lease shall be deemed to have been duly given or served if signed by or on behalf of the Authority and delivered to or sent in a prepaid letter addressed to the Lessee at the registered office of the Lessee in the said Territory BUT if for any reason the Lessee does not have a registered office in the said Territory then at the usual or last-known address of the Lessee or affixed in a conspicuous position on the premises;

EXERCISE OF POWERS

- (e) Any and every right, power or remedy conferred on the Commonwealth or Territory in this lease, by law or implied by law may be exercised on behalf of the Commonwealth or the Territory or as the case may be by:
 - (i) the Authority;
 - (ii) an authority or person for the time being authorised by the Authority or by law to exercise those powers or functions of the Commonwealth or Territory; or
 - (iii) an authority or person to whom the Authority has delegated all its powers or functions under the Planning and Development Act 2007.

IN WITNESS whereof the Authority on behalf of the Commonwealth and the Lessee have executed this lease.

Signed by)
 a delegate authorised to execute this lease)
 on behalf of the Commonwealth in the) Delegate
 presence of)

.....
Witness

Signed by)
)
 (A.C.N.) by:)

.....
Signature

.....
Signature

.....
Name in full

.....
Name in full

.....
Director/Secretary

.....
Director/Secretary

**This is a market value
lease - s238(2)(a)(ii) Planning
and Development Act 2007**

AUSTRALIAN CAPITAL TERRITORY

PLANNING AND DEVELOPMENT ACT 2007

**Australian Capital Territory (Planning and Land
Management) Act 1988 (C'th) ss 29, 30 & 31**

LEASE GRANTED pursuant to the Planning and Development Act 2007 and the
Regulations made under that Act on the _____ day of

Two thousand and _____ WHEREBY THE PLANNING AND LAND
AUTHORITY (“the Authority”) ON BEHALF OF THE COMMONWEALTH OF
AUSTRALIA (“the Commonwealth”) in exercising its functions grants to

LESSEE _____ a company having its registered office at
_____ in the Australian Capital

Territory **number of shares/tenants in common/joint tenants** (“the Lessee”) ALL

LAND THAT piece or parcel of land situate in the Australian Capital Territory containing
an area of _____ **square metres** or thereabouts and being **Block 1 Section**

132 Division of Campbell as delineated on **Deposited Plan Number**

in the Registrar-General’s Office at Canberra in the said Territory (“the land”)

RESERVING unto the Territory all minerals and the right to the use, flow and
control of ground water under the surface of the land TO HOLD unto the Lessee

TERM for the term of ninety nine years commencing on the _____ day
of _____ **Two thousand and** _____ (“the date of the

commencement of the lease”) to be used by the Lessee for the purpose set out in

Clause 3(d) of this lease only YIELDING AND PAYING THEREFOR rent in the
amount and in the manner and at the times provided for in this lease and UPON

AND SUBJECT TO the covenants conditions and agreements contained in this
lease.

INTERPRETATION 1. IN THIS LEASE unless the contrary intention appears:

- (a) “administrative use” means the use of any land, building or other structure for the purpose of a Court, House of Assembly, Territory Administration Centre, City Hall, Information Centre or other civic administration activities;
- (b) “ancillary” means associated with and directly related to, but incidental and subordinate to the predominant use;
- (c) “aquatic recreation facility” means a building or place used for a sporting, exercise, pastime or leisure activity, whether operated for gain or not which includes uses based on or adjacent to a water feature, such as a boat shed, boat landing facility, wharf, swimming facility and the like;
- (d) “Authority” means the Planning and Land Authority established by section 10 of the Planning and Development Act 2007;
- (e) “bank” means any premises used or intended for use for the purpose of carrying on the business of taking custody of money and includes a private trading or saving bank, but does not include a Co-operative Society as herein defined;
- (f) “bar” means any premises or part of a premises primarily used or intended for use for the sale of alcoholic beverages and spirits to members of the public for consumption on the premises, subject to the issue of an on-licence pursuant to the relevant legislation;
- (g) “building” means any building or structure, constructed or partially constructed or to be constructed, as the context permits or requires, on or under the land;
- (h) “cafe” means any premises used for intended for use for the preparation and sale to the public of food and non-alcoholic beverages for consumption on the premises or elsewhere and includes take-away food, fast food and snack bars and the like;
- (i) “club” means a meeting place for persons associated, or for a body incorporated, for a social, sporting, athletic, literary, political or other like purpose, and includes premises in respect of which a club licence is held in accordance with the provisions of the relevant liquor licensing regulations;
- (j) “commercial accommodation” means a building or place used for use for the purpose of providing temporary accommodation and includes a hotel, motel, guest house, caravan park/camping ground, serviced apartment, serviced house and the like;

- (k) “co-operative society” means a building society or a credit union formed pursuant to the provisions of the relevant ACT legislation;
- (l) “cultural facility” means a building or place used or intended for use for the purpose of cultural activities and may include a library, museum, theatre, concert hall, art gallery other than a gallery operated for the principal purpose of selling or trading in art works;
- (m) “dwelling” means a room or suite of rooms occupied or used or so constructed or adapted as to be capable of being occupied or used as a separate domicile and includes outbuildings, if any, that are normal to the enjoyment and exclusive use of the dwelling;
- (n) “EPBC Approval” means the approval titled ‘Mixed use development within Campbell Section 5, ACT (EPBC 2012/6292)’ issued under Sections 130(1) and 133 of the Environment Protection and Biodiversity Conservation Regulations 2000 (C’t);
- (o) “Heritage Impact Statement” has the same meaning as in the EPBC Approval;
- (p) “hotel” means a building or place in respect of which a general licence is held in accordance with the provisions of the relevant liquor licensing laws which provides accommodation for visitors and others;
- (q) “indoor recreation facility” means a recreation facility devoted to facilities and equipment for indoor recreation purposes, including squash courts, indoor sports stadium, fitness centre, gymnasium and the like;
- (r) “Lessee” shall:
 - (i) where the Lessee consists of one person be deemed to include the Lessee and the executors administrators and assigns of the Lessee;
 - (ii) where the Lessee consists of two or more persons be deemed to include in the case of a tenancy in common the said persons and each of them and their and each of their executors administrators and assigns and in the case of a joint tenancy be deemed to include the said persons and each of them and their and each of their assigns and the executors administrators and assigns of the survivor of them; and
 - (iii) where the Lessee is a corporation be deemed to include such corporation its successors and assigns;

- (s) “Minister” means the minister responsible for the Environment Protection and Biodiversity Conservation Regulations 2000 (C’t);
- (t) “motel” means a building or buildings used primarily for the temporary accommodation of persons travelling by motor vehicle where common facilities including meals are provided for persons accommodated in the motel or the public generally, and whether or not these facilities are licensed;
- (u) “National Capital Authority” means any body, whether incorporated or unincorporated which from time to time exercises substantially the same powers as the powers which are at the date of the commencement of the lease exercised by the National Capital Authority under the Australian Capital Territory (Planning and Land Management) Act 1988 (C’t);
- (v) “National Capital Plan” means the National Capital Plan prepared by the National Capital Authority under Part III of the Australian Capital Territory (Planning and Land Management) Act 1988 (C’t);
- (w) “office” means any premises used for the purpose of administration (including commercial and public administration), and clerical, technical, professional or like business activities;
- (x) “personal service establishment” means any premises used or intended for use for the purposes of barbering, skin care, non-professional health and/or body care, photography, and like activities, but does not include any premises used or intended for use for a purpose elsewhere herein specifically defined;
- (y) “place of assembly” means a building or place used for the following entertainment purposes:
 - (i) a trade fair or exhibition;
 - (ii) an auditorium or convention centre;
 - (iii) reception rooms, including any premises not being part of a hotel, managed by a proprietor, and available for the use of parties on formal or ceremonious occasions, but not for unhosted use on general occasions for entertainment purposes;
- (z) “premises” means the land and any building or other improvements on the land;
- (aa) “residential” means the use of land for the primary purpose of providing shelter for human habitation together with such outbuildings as are incidental to and ordinarily associated with the residential use of the land;

- (bb) “restaurant” means a building or place used for the primary purpose of providing food for consumption on the premises whether or not the premises are licensed to sell liquor and whether or not entertainment is provided. The use includes tea rooms, cafes, bistros and the like;
- (cc) “retail” means the selling of goods and providing personal services in any quantity and by any means other than by wholesale and includes retail shops, restaurants, drink establishments, drive-in facilities, bulky retailing, bulk landscape supplies, vehicle sales, service stations, retail plant nurseries and produce markets;
- (dd) “social/community facility” means a building or place used by a public authority or a body of persons associated for the purpose of providing for the social welfare of the community which may include:
- (i) meeting rooms, neighbourhood centres, recreation, child minding (including care and ancillary education), cultural activities, social functions and the like;
 - (ii) a community club being a building or place used by persons sharing like interests, but not including a licensed club;
- whether or not that building or place is used for another purpose including associated administration;
- (ee) “Surrounding Context” has the same meaning as in the EPBC Approval;
- (ff) “Territory” means:
- (i) when used in a geographical sense the Australian Capital Territory; and
 - (ii) when used in any other sense the body politic established by section 7 of the Australian Capital Territory (Self-Government) Act 1988 (C’t’h);
- (gg) words in the singular include the plural and vice versa;
- (hh) words importing one gender include the other genders;
- (ii) a reference in this lease to any statute or statutory provision shall include a reference to any statute or statutory provision that amends, extends, consolidates or replaces the statute or statutory provision and to any other regulation, instrument or other subordinate legislation made under the statute.

2. THE LESSEE COVENANTS WITH THE COMMONWEALTH as follows:

RENT

(a) That the Lessee shall pay to the Authority rent at the rate of five cents per annum if and when demanded payable within one month of the date of any demand made by the Authority relating thereto and served on the Lessee;

MANNER OF PAYMENT OF RENT

(b) That any rent or other moneys payable by the Lessee to the Authority under this lease shall be paid to such person as may be authorised by the Authority for that purpose at Canberra in the said Territory without any deduction whatsoever.

3. THE LESSEE FURTHER COVENANTS WITH THE COMMONWEALTH as follows:

COMPLETION OF DEVELOPMENT

(a) That the Lessee shall within forty eight (48) months from the date of the commencement of the lease or within such further time as may be approved in writing by the Authority complete the erection of an approved development on the land in accordance with the plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the Authority and in accordance with every Statute Ordinance or Regulation applicable to such development;

ASSOCIATED WORKS

- (b) That the Lessee shall complete within forty eight (48) months from the date of the commencement of the lease or within such further time as may be approved in writing by the Authority for that purpose, and prior to the occupation of any of the premises, the design and construction of:
- (i) vergeworks surrounding the land in accordance with drawings contained in Schedule 1 of the Prescribed Conditions for Associated Works approved on 19 December 2013 for the land and incorporating any modification arising from the satisfaction of this Clause; and
 - (ii) any other works required by Territory and Municipal Services Directorate ('TAMS') and works to Constitution Avenue as required by the National Capital Authority as a result of an audit on submitted plans for design approval/works approval

including all ancillary works and fittings in accordance with the prescribed conditions for associated works and plans and specifications previously submitted to and approved in writing by the National Capital Authority;

INDEMNITY

- (c) That the Lessee shall indemnify and keep indemnified the Commonwealth, the Territory, the Authority, their servants and agents from all actions claims suits and demands brought maintained or made against the Commonwealth, the Territory, the Authority, their servants or agents by any person or body of persons arising out of the provision by the Lessee of the design and construction of the associated works referred to in Clause 3(b) until such works are completed and formally handed over to the Territory;

PURPOSE

- (d) To use the premises only for one or more of the following purposes:

- (i) administrative use;
- (ii) aquatic recreation facility;
- (iii) bank;
- (iv) bar;
- (v) cafe;
- (vi) club;
- (vii) commercial accommodation LIMITED to serviced apartment;
- (viii) co-operative society;
- (ix) cultural facility;
- (x) hotel;
- (xi) indoor recreation facility;
- (xii) motel;
- (xiii) office;
- (xiv) personal service establishment;
- (xv) place of assembly;
- (xvi) residential for not more than one hundred and ten (110) dwellings;
- (xvii) restaurant;
- (xviii) social/community facility

AND ANCILLARY THERETO retail;

EASEMENT FOR SERVICES

(e) That:

(i) the Authority, on behalf of the Commonwealth, grants over that part of the land identified as a services easement on the Deposited Plan an easement (“Easement”) in favour of:

(A) the Territory and its successors;

(B) ACTEW Corporation Limited A.C.N. 069 381 960 and its successors; and

(C) ActewAGL Distribution A.B.N. 76 670 568 688 a partnership of ACTEW Distribution Ltd A.C.N. 073 025 224 and Jemena Networks (ACT) Pty Ltd A.C.N. 008 552 663 and their successors;

(collectively or separately referred to as the “service provider”);

(ii) the service provider may:

(A) provide, maintain and replace services supplied by that service provider through the land within the site of the Easement; and

(B) do anything reasonably necessary for that purpose, including without limitation:

(1) entering or passing through the land;

(2) taking anything on to the land; and

(3) carrying out work, including without limitation, constructing, placing, repairing or maintaining pipes, poles, wires, cables, conduits, structures and equipment;

(iii) in exercising the powers in Clause 3(e)(ii), the service provider must take all reasonable steps to:

(A) ensure that the work carried out on the land causes as little disruption, inconvenience and damage as is practicable; and

(B) ensure that the land is restored as soon as practicable to a condition that is similar to its condition before the work was carried out;

(iv) Clause 3(e)(iii)(B), does not require the service provider to restore:

(A) the land to a condition that would result in:

(1) an interference with:

(i) any service on or through the land; or

(ii) access to any service on or through the land; or

(2) a contravention of a law of the Territory; or

(B) any building or structure placed or constructed on any part of the land comprising the Easement;

(v) the Lessee must not place or construct, nor permit to be placed or constructed, a building or structure or any part of a building or structure on any part of the land comprising the Easement;

(vi) for the purposes of the Easement, “services”, includes, without limitation, the supply of water, gas, electricity and discharge or drainage of water, stormwater and sewerage; and

(vii) nothing in this clause diminishes or affects any rights or powers of a service provider conferred under any statute, regulation or law;

CARPARKING

(f) That the Lessee shall provide and maintain an approved drained and sealed carparking area on the land to a standard acceptable to the Authority in accordance with plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the National Capital Authority;

- LANDSCAPING (g) That the Lessee shall provide and maintain landscaping on the land to a standard acceptable to the Authority in accordance with plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the National Capital Authority;
- LIGHTING (h) That the Lessee shall illuminate and keep illuminated all public access areas, carparks and driveways on the land at the Lessee's cost during the evening hours of operation to a standard acceptable to the Authority in accordance with plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the National Capital Authority;
- PRESERVATION OF TREES (i) That the Lessee shall not, without the previous consent in writing of the Territory, remove any tree:
- (i) that has been identified in a development approval for retention during the period allowed for construction of the building; or
- (ii) to which the Tree Protection Act 2005, applies;
- FACILITIES AND ACCESS FOR PERSONS WITH A DISABILITY (j) That the Lessee shall provide and maintain facilities and access on the land for persons with a disability in accordance with plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the National Capital Authority;
- SERVICE AREAS (k) That the Lessee shall screen and keep screened all service areas to the satisfaction of the National Capital Authority and the Authority and shall ensure that all plant and machinery contained within the premises is suitably screened from public view;
- BUILDING SUBJECT TO APPROVAL (l) That the Lessee shall not without the previous approval in writing of the National Capital Authority, except where exempt by law, erect any building, or make any structural alterations to any building, on the land;
- REPAIR (m) That the Lessee shall at all times during the said term maintain repair and keep in repair the premises to the satisfaction of the Authority;
- FAILURE TO REPAIR (n) If and whenever the Lessee is in breach of the Lessee's obligations to maintain repair and keep in repair the premises the Authority may by notice in writing to the Lessee specifying the repairs and maintenance needed require the Lessee to effect the necessary work in accordance with the notice. If the Authority is of the opinion that a building or some other improvement on the land is beyond reasonable repair the Authority may by notice in writing to the Lessee require the Lessee to remove the building or improvement and may require the Lessee to construct a new

building or improvement in place of that removed within the time specified in the notice. If the Lessee does not carry out the required work within the time specified by the Authority any person or persons duly authorised by the Authority with such equipment as is necessary may enter the premises and carry out the necessary work and all costs and expenses incurred by the Authority in carrying out the work shall be paid by the Lessee to the Authority on demand and from the date of such demand until paid shall for all purposes of this lease be a debt due and payable to the Authority by the Lessee;

RIGHT OF INSPECTION

- (o) Subject to the provisions of the Planning and Development Act 2007 to permit any person or persons authorised by the Authority to enter and inspect the premises at all reasonable times and in any reasonable manner;

RATES AND CHARGES

- (p) To pay all rates charges and other statutory outgoings assessed levied or payable in respect of the premises as and when they are due for payment;

HERITAGE

- (q) That the Lessee shall at its own expense, reduce, manage and mitigate impacts of the development on the land to the heritage values of the Surrounding Context pursuant to conditions 4(a) – (g) of the EPBC Approval together with the requirements of clause 5 (in relation to the Heritage Impact Statement) and such other conditions as the Minister may require in accordance with that provision.

4. THE COMMONWEALTH COVENANTS WITH THE LESSEE as follows:

QUIET ENJOYMENT

That the Lessee paying the rent and all other money due and observing and performing the covenants and stipulations on the part of the Lessee to be observed and performed shall quietly enjoy the premises without interruption by the Authority or any person lawfully claiming from or under or in trust for the Authority.

5. IT IS MUTUALLY COVENANTED AND AGREED as follows:

TERMINATION

- (a) That if:
- (i) any rent or other moneys payable under this lease shall remain unpaid for three months next after the date appointed for payment thereof (whether such rent shall have been formally demanded or not); or
 - (ii) an approved development in accordance with Clause 3(a) of this lease is not completed within the period specified in the said Clause; or

- (iii) associated works in accordance with Clause 3(b) of this lease are not completed within the period specified in the said Clause; or
- (iv) after completion of an approved development as aforesaid the said land is at any time not used for a period of one year for the purpose for which this lease is granted; or
- (v) the Lessee shall fail to observe or perform any other of the covenants contained in this lease on the part of the Lessee to be observed or performed and shall have failed to remedy such breach within a period of six months from the date of service on the Lessee of a notice in writing from the Authority specifying the nature of such breach

the Authority on behalf of the Commonwealth may terminate this lease but without prejudice to any claim which the Authority or the Commonwealth may have against the Lessee in respect of any breach of the covenants on the part of the Lessee to be observed or performed;

ACCEPTANCE
OF RENT

- (b) That acceptance of rent or other moneys by the Authority during or after any period referred to in Clauses 5(a) (i), (ii), (iii), (iv) or (v) of this lease shall not prevent or impede the exercise by the Authority of the powers conferred upon it by the said Clauses;

FURTHER LEASE

- (c) Subject to the Lessee paying all money required to be paid under the provisions of the Planning and Development Act 2007 the Lessee shall be entitled to a further lease of the land for such further term and at such rent and subject to such conditions as may then be provided or permitted by Statute Ordinance or Regulation;

NOTICES

- (d) That any notice requirement demand consent or other communication to be given to or served upon the Lessee under this lease shall be deemed to have been duly given or served if signed by or on behalf of the Authority and delivered to or sent in a prepaid letter addressed to the Lessee at the registered office of the Lessee in the said Territory BUT if for any reason the Lessee does not have a registered office in the said Territory then at the usual or last-known address of the Lessee or affixed in a conspicuous position on the premises;

EXERCISE OF
POWERS

- (e) Any and every right, power or remedy conferred on the Commonwealth or Territory in this lease, by law or implied by law may be exercised on behalf of the Commonwealth or the Territory or as the case may be by:
 - (i) the Authority;
 - (ii) an authority or person for the time being authorised by the Authority or by law to exercise those powers or functions of the Commonwealth or Territory; or

(iii) an authority or person to whom the Authority has delegated all its powers or functions under the Planning and Development Act 2007.

IN WITNESS whereof the Authority on behalf of the Commonwealth and the Lessee have executed this lease.

Signed by)
a delegate authorised to execute this lease)
on behalf of the Commonwealth in the) Delegate
presence of)

.....
Witness

Signed by)
(A.C.N.) by:)

.....
Signature

.....
Signature

.....
Name in full

.....
Name in full

.....
Director/Secretary

.....
Director/Secretary

**This is a market value
lease - s238(2)(a)(ii) Planning
and Development Act 2007**

AUSTRALIAN CAPITAL TERRITORY

PLANNING AND DEVELOPMENT ACT 2007

**Australian Capital Territory (Planning and Land
Management) Act 1988 (C'th) ss 29, 30 & 31**

LEASE GRANTED pursuant to the Planning and Development Act 2007 and the
Regulations made under that Act on the _____ day of

Two thousand and _____ WHEREBY THE PLANNING AND LAND
AUTHORITY (“the Authority”) ON BEHALF OF THE COMMONWEALTH OF
AUSTRALIA (“the Commonwealth”) in exercising its functions grants to

LESSEE _____ a company having its registered office at
_____ in the Australian Capital

Territory **number of shares/tenants in common/joint tenants** (“the Lessee”) ALL

LAND THAT piece or parcel of land situate in the Australian Capital Territory containing
an area of _____ **square metres** or thereabouts and being **Block 1 Section**

133 Division of Campbell as delineated on **Deposited Plan Number**

in the Registrar-General’s Office at Canberra in the said Territory (“the land”)

RESERVING unto the Territory all minerals and the right to the use, flow and
control of ground water under the surface of the land TO HOLD unto the Lessee

TERM for the term of ninety nine years commencing on the _____ day
of _____ **Two thousand and** _____ (“the date of the

commencement of the lease”) to be used by the Lessee for the purpose set out in

Clause 3(d) of this lease only YIELDING AND PAYING THEREFOR rent in the
amount and in the manner and at the times provided for in this lease and UPON

AND SUBJECT TO the covenants conditions and agreements contained in this
lease.

INTERPRETATION 1. IN THIS LEASE unless the contrary intention appears:

- (a) “administrative use” means the use of any land, building or other structure for the purpose of a Court, House of Assembly, Territory Administration Centre, City Hall, Information Centre or other civic administration activities;
- (b) “ancillary” means associated with and directly related to, but incidental and subordinate to the predominant use;
- (c) “Authority” means the Planning and Land Authority established by section 10 of the Planning and Development Act 2007;
- (d) “bank” means any premises used or intended for use for the purpose of carrying on the business of taking custody of money and includes a private trading or saving bank, but does not include a Co-operative Society as herein defined;
- (e) “bar” means any premises or part of a premises primarily used or intended for use for the sale of alcoholic beverages and spirits to members of the public for consumption on the premises, subject to the issue of an on-licence pursuant to the relevant legislation;
- (f) “building” means any building or structure, constructed or partially constructed or to be constructed, as the context permits or requires, on or under the land;
- (g) “cafe” means any premises used for intended for use for the preparation and sale to the public of food and non-alcoholic beverages for consumption on the premises or elsewhere and includes take-away food, fast food and snack bars and the like;
- (h) “club” means a meeting place for persons associated, or for a body incorporated, for a social, sporting, athletic, literary, political or other like purpose, and includes premises in respect of which a club licence is held in accordance with the provisions of the relevant liquor licensing regulations;
- (i) “commercial accommodation” means a building or place used for use for the purpose of providing temporary accommodation and includes a hotel, motel, guest house, caravan park/camping ground, serviced apartment, serviced house and the like;
- (j) “co-operative society” means a building society or a credit union formed pursuant to the provisions of the relevant ACT legislation;

- (k) “cultural facility” means a building or place used or intended for use for the purpose of cultural activities and may include a library, museum, theatre, concert hall, art gallery other than a gallery operated for the principal purpose of selling or trading in art works;
- (l) “dwelling” means a room or suite of rooms occupied or used or so constructed or adapted as to be capable of being occupied or used as a separate domicile and includes outbuildings, if any, that are normal to the enjoyment and exclusive use of the dwelling;
- (m) “EPBC Approval” means the approval titled ‘Mixed use development within Campbell Section 5, ACT (EPBC 2012/6292)’ issued under Sections 130(1) and 133 of the Environment Protection and Biodiversity Conservation Regulations 2000 (C’t);
- (n) “Heritage Impact Statement” has the same meaning as in the EPBC Approval;
- (o) “indoor recreation facility” means a recreation facility devoted to facilities and equipment for indoor recreation purposes, including squash courts, indoor sports stadium, fitness centre, gymnasium and the like;
- (p) “Lessee” shall:
- (i) where the Lessee consists of one person be deemed to include the Lessee and the executors administrators and assigns of the Lessee;
 - (ii) where the Lessee consists of two or more persons be deemed to include in the case of a tenancy in common the said persons and each of them and their and each of their executors administrators and assigns and in the case of a joint tenancy be deemed to include the said persons and each of them and their and each of their assigns and the executors administrators and assigns of the survivor of them; and
 - (iii) where the Lessee is a corporation be deemed to include such corporation its successors and assigns;
- (q) “Minister” means the minister responsible for the Environment Protection and Biodiversity Conservation Regulations 2000 (C’t);

- (r) “National Capital Authority” means any body, whether incorporated or unincorporated which from time to time exercises substantially the same powers as the powers which are at the date of the commencement of the lease exercised by the National Capital Authority under the Australian Capital Territory (Planning and Land Management) Act 1988 (C’th);
- (s) “National Capital Plan” means the National Capital Plan prepared by the National Capital Authority under Part III of the Australian Capital Territory (Planning and Land Management) Act 1988 (C’th);
- (t) “office” means any premises used for the purpose of administration (including commercial and public administration), and clerical, technical, professional or like business activities;
- (u) “personal service establishment” means any premises used or intended for use for the purposes of barbering, skin care, non-professional health and/or body care, photography, and like activities, but does not include any premises used or intended for use for a purpose elsewhere herein specifically defined;
- (v) “place of assembly” means a building or place used for the following entertainment purposes:
 - (i) a trade fair or exhibition;
 - (ii) an auditorium or convention centre;
 - (iii) reception rooms, including any premises not being part of a hotel, managed by a proprietor, and available for the use of parties on formal or ceremonious occasions, but not for unhosted use on general occasions for entertainment purposes;
- (w) “premises” means the land and any building or other improvements on the land;
- (x) “residential” means the use of land for the primary purpose of providing shelter for human habitation together with such outbuildings as are incidental to and ordinarily associated with the residential use of the land;
- (y) “restaurant” means a building or place used for the primary purpose of providing food for consumption on the premises whether or not the premises are licensed to sell liquor and whether or not entertainment is provided. The use includes tea rooms, cafes, bistros and the like;
- (z) “retail” means the selling of goods and providing personal services in any quantity and by any means other than by

wholesale and includes retail shops, restaurants, drink establishments, drive-in facilities, bulky retailing, bulk landscape supplies, vehicle sales, service stations, retail plant nurseries and produce markets;

(aa) “social/community facility” means a building or place used by a public authority or a body of persons associated for the purpose of providing for the social welfare of the community which may include:

- (i) meeting rooms, neighbourhood centres, recreation, child minding (including care and ancillary education), cultural activities, social functions and the like;
- (ii) a community club being a building or place used by persons sharing like interests, but not including a licensed club;

whether or not that building or place is used for another purpose including associated administration;

(bb) “Surrounding Context” has the same meaning as in the EPBC Approval;

(cc) “Territory” means:

- (i) when used in a geographical sense the Australian Capital Territory; and
- (ii) when used in any other sense the body politic established by section 7 of the Australian Capital Territory (Self-Government) Act 1988 (C’th);

(dd) words in the singular include the plural and vice versa;

(ee) words importing one gender include the other genders;

(ff) a reference in this lease to any statute or statutory provision shall include a reference to any statute or statutory provision that amends, extends, consolidates or replaces the statute or statutory provision and to any other regulation, instrument or other subordinate legislation made under the statute.

2. THE LESSEE COVENANTS WITH THE COMMONWEALTH as follows:

RENT

(a) That the Lessee shall pay to the Authority rent at the rate of five cents per annum if and when demanded payable within one month of the date of any demand made by the Authority relating thereto and served on the Lessee;

MANNER OF PAYMENT OF RENT

(b) That any rent or other moneys payable by the Lessee to the Authority under this lease shall be paid to such person as may be authorised by the Authority for that purpose at Canberra in the said Territory without any deduction whatsoever.

3. THE LESSEE FURTHER COVENANTS WITH THE COMMONWEALTH as follows:

COMPLETION OF DEVELOPMENT

(a) That the Lessee shall within forty eight (48) months from the date of the commencement of the lease or within such further time as may be approved in writing by the Authority complete the erection of an approved development on the land in accordance with the plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the Authority and in accordance with every Statute Ordinance or Regulation applicable to such development;

ASSOCIATED WORKS

(b) That the Lessee shall complete within forty eight (48) months from the date of the commencement of the lease or within such further time as may be approved in writing by the Authority for that purpose, and prior to the occupation of any of the premises, the design and construction of:

- (i) vergeworks surrounding the land in accordance with drawings contained in Schedule 1 of the Prescribed Conditions for Associated Works approved on 19 December 2013 for the land and incorporating any modification arising from the satisfaction of this Clause; and
- (ii) any other works required by Territory and Municipal Services Directorate ('TAMS') and works to Constitution Avenue as required by the National Capital Authority as a result of an audit on submitted plans for design approval/works approval

including all ancillary works and fittings in accordance with the prescribed conditions for associated works and plans and specifications previously submitted to and approved in writing by the National Capital Authority;

INDEMNITY

- (c) That the Lessee shall indemnify and keep indemnified the Commonwealth, the Territory, the Authority, their servants and agents from all actions claims suits and demands brought maintained or made against the Commonwealth, the Territory, the Authority, their servants or agents by any person or body of persons arising out of the provision by the Lessee of the design and construction of the associated works referred to in Clause 3(b) until such works are completed and formally handed over to the Territory;

PURPOSE

- (d) To use the premises only for one or more of the following purposes:

- (i) administrative use;
- (ii) bank;
- (iii) bar;
- (iv) cafe;
- (v) club;
- (vi) commercial accommodation LIMITED to serviced apartment;
- (vii) co-operative society
- (viii) cultural facility;
- (ix) indoor recreation facility;
- (x) office;
- (xi) personal service establishment;
- (xii) place of assembly;
- (xiii) residential for not more than sixty (60) dwellings;
- (xiv) restaurant;
- (xv) social/community facility

AND ANCILLARY THERETO retail;

EASEMENT FOR SERVICES

(e) That:

(i) the Authority, on behalf of the Commonwealth, grants over that part of the land identified as a services easement on the Deposited Plan an easement (“Easement”) in favour of:

(A) the Territory and its successors;

(B) ACTEW Corporation Limited A.C.N. 069 381 960 and its successors; and

(C) ActewAGL Distribution A.B.N. 76 670 568 688 a partnership of ACTEW Distribution Ltd A.C.N. 073 025 224 and Jemena Networks (ACT) Pty Ltd A.C.N. 008 552 663 and their successors;

(collectively or separately referred to as the “service provider”);

(ii) the service provider may:

(A) provide, maintain and replace services supplied by that service provider through the land within the site of the Easement; and

(B) do anything reasonably necessary for that purpose, including without limitation:

(1) entering or passing through the land;

(2) taking anything on to the land; and

(3) carrying out work, including without limitation, constructing, placing, repairing or maintaining pipes, poles, wires, cables, conduits, structures and equipment;

(iii) in exercising the powers in Clause 3(e)(ii), the service provider must take all reasonable steps to:

(A) ensure that the work carried out on the land causes as little disruption, inconvenience and damage as is practicable; and

(B) ensure that the land is restored as soon as practicable to a condition that is similar to its condition before the work was carried out;

(iv) Clause 3(e)(iii)(B), does not require the service provider to restore:

(A) the land to a condition that would result in:

(1) an interference with:

(i) any service on or through the land; or

(ii) access to any service on or through the land; or

(2) a contravention of a law of the Territory; or

(B) any building or structure placed or constructed on any part of the land comprising the Easement;

(v) the Lessee must not place or construct, nor permit to be placed or constructed, a building or structure or any part of a building or structure on any part of the land comprising the Easement;

(vi) for the purposes of the Easement, “services”, includes, without limitation, the supply of water, gas, electricity and discharge or drainage of water, stormwater and sewerage; and

(vii) nothing in this clause diminishes or affects any rights or powers of a service provider conferred under any statute, regulation or law;

CARPARKING

(f) That the Lessee shall provide and maintain an approved drained and sealed carparking area on the land to a standard acceptable to the Authority in accordance with plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the National Capital Authority;

LANDSCAPING

(g) That the Lessee shall provide and maintain landscaping on the land to a standard acceptable to the Authority in accordance with plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the National Capital Authority;

LIGHTING

(h) That the Lessee shall illuminate and keep illuminated all public access areas, carparks and driveways on the land at the Lessee’s cost during the evening hours of operation to a standard acceptable to the Authority in accordance with plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the National Capital Authority;

- PRESERVATION OF TREES
- (i) That the Lessee shall not, without the previous consent in writing of the Territory, remove any tree:
- (i) that has been identified in a development approval for retention during the period allowed for construction of the building; or
- (ii) to which the Tree Protection Act 2005, applies;
- FACILITIES AND ACCESS FOR PERSONS WITH A DISABILITY
- (j) That the Lessee shall provide and maintain facilities and access on the land for persons with a disability in accordance with plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the National Capital Authority;
- SERVICE AREAS
- (k) That the Lessee shall screen and keep screened all service areas to the satisfaction of the National Capital Authority and the Authority and shall ensure that all plant and machinery contained within the premises is suitably screened from public view;
- BUILDING SUBJECT TO APPROVAL
- (l) That the Lessee shall not without the previous approval in writing of the National Capital Authority, except where exempt by law, erect any building, or make any structural alterations to any building, on the land;
- REPAIR
- (m) That the Lessee shall at all times during the said term maintain repair and keep in repair the premises to the satisfaction of the Authority;
- FAILURE TO REPAIR
- (n) If and whenever the Lessee is in breach of the Lessee's obligations to maintain repair and keep in repair the premises the Authority may by notice in writing to the Lessee specifying the repairs and maintenance needed require the Lessee to effect the necessary work in accordance with the notice. If the Authority is of the opinion that a building or some other improvement on the land is beyond reasonable repair the Authority may by notice in writing to the Lessee require the Lessee to remove the building or improvement and may require the Lessee to construct a new building or improvement in place of that removed within the time specified in the notice. If the Lessee does not carry out the required work within the time specified by the Authority any person or persons duly authorised by the Authority with such equipment as is necessary may enter the premises and carry out the necessary work and all costs and expenses incurred by the Authority in carrying out the work shall be paid by the Lessee to the Authority on demand and from the date of such demand until paid shall for all purposes of this lease be a debt due and payable to the Authority by the Lessee;

RIGHT OF INSPECTION

(o) Subject to the provisions of the Planning and Development Act 2007 to permit any person or persons authorised by the Authority to enter and inspect the premises at all reasonable times and in any reasonable manner;

RATES AND CHARGES

(p) To pay all rates charges and other statutory outgoings assessed levied or payable in respect of the premises as and when they are due for payment;

HERITAGE

(q) That the Lessee shall at its own expense, reduce, manage and mitigate impacts of the development on the land to the heritage values of the Surrounding Context pursuant to conditions 4(a) – (g) of the EPBC Approval together with the requirements of clause 5 (in relation to the Heritage Impact Statement) and such other conditions as the Minister may require in accordance with that provision;

LAND SUBJECT TO FLOODING

(r) That the Lessee shall be aware that the land is subject to flooding and that detailed studies of ground conditions and flooding may be necessary prior to consideration by the National Capital Authority of any development proposal for this land.

4. THE COMMONWEALTH COVENANTS WITH THE LESSEE as follows:

QUIET ENJOYMENT

That the Lessee paying the rent and all other money due and observing and performing the covenants and stipulations on the part of the Lessee to be observed and performed shall quietly enjoy the premises without interruption by the Authority or any person lawfully claiming from or under or in trust for the Authority.

5. IT IS MUTUALLY COVENANTED AND AGREED as follows:

TERMINATION

(a) That if:

- (i) any rent or other moneys payable under this lease shall remain unpaid for three months next after the date appointed for payment thereof (whether such rent shall have been formally demanded or not); or
- (ii) an approved development in accordance with Clause 3(a) of this lease is not completed within the period specified in the said Clause; or
- (iii) associated works in accordance with Clause 3(b) of this lease are not completed within the period specified in the said Clause; or

- (iv) after completion of an approved development as aforesaid the said land is at any time not used for a period of one year for the purpose for which this lease is granted; or
- (v) the Lessee shall fail to observe or perform any other of the covenants contained in this lease on the part of the Lessee to be observed or performed and shall have failed to remedy such breach within a period of six months from the date of service on the Lessee of a notice in writing from the Authority specifying the nature of such breach

the Authority on behalf of the Commonwealth may terminate this lease but without prejudice to any claim which the Authority or the Commonwealth may have against the Lessee in respect of any breach of the covenants on the part of the Lessee to be observed or performed;

ACCEPTANCE
OF RENT

- (b) That acceptance of rent or other moneys by the Authority during or after any period referred to in Clauses 5(a) (i), (ii), (iii), (iv) or (v) of this lease shall not prevent or impede the exercise by the Authority of the powers conferred upon it by the said Clauses;

FURTHER LEASE

- (c) Subject to the Lessee paying all money required to be paid under the provisions of the Planning and Development Act 2007 the Lessee shall be entitled to a further lease of the land for such further term and at such rent and subject to such conditions as may then be provided or permitted by Statute Ordinance or Regulation;

NOTICES

- (d) That any notice requirement demand consent or other communication to be given to or served upon the Lessee under this lease shall be deemed to have been duly given or served if signed by or on behalf of the Authority and delivered to or sent in a prepaid letter addressed to the Lessee at the registered office of the Lessee in the said Territory BUT if for any reason the Lessee does not have a registered office in the said Territory then at the usual or last-known address of the Lessee or affixed in a conspicuous position on the premises;

EXERCISE OF
POWERS

- (e) Any and every right, power or remedy conferred on the Commonwealth or Territory in this lease, by law or implied by law may be exercised on behalf of the Commonwealth or the Territory or as the case may be by:
 - (i) the Authority;
 - (ii) an authority or person for the time being authorised by the Authority or by law to exercise those powers or functions of the Commonwealth or Territory; or
 - (iii) an authority or person to whom the Authority has delegated all its powers or functions under the Planning and Development Act 2007.

IN WITNESS whereof the Authority on behalf of the Commonwealth and the Lessee have executed this lease.

Signed by)
a delegate authorised to execute this lease)
on behalf of the Commonwealth in the)
presence of)

.....

Delegate

.....

Witness

Signed by)
(A.C.N.) by:)

.....

Signature

.....

Signature

.....

Name in full

.....

Name in full

.....

Director/Secretary

.....

Director/Secretary

**This is a market value
lease - s238(2)(a)(ii) Planning
and Development Act 2007**

AUSTRALIAN CAPITAL TERRITORY

PLANNING AND DEVELOPMENT ACT 2007

**Australian Capital Territory (Planning and Land
Management) Act 1988 (C'th) ss 29, 30 & 31**

LEASE GRANTED pursuant to the Planning and Development Act 2007 and the
Regulations made under that Act on the _____ day of

Two thousand and _____ WHEREBY THE PLANNING AND LAND
AUTHORITY (“the Authority”) ON BEHALF OF THE COMMONWEALTH OF
AUSTRALIA (“the Commonwealth”) in exercising its functions grants to

LESSEE _____ a company having its registered office at
_____ in the Australian Capital

Territory **number of shares/tenants in common/joint tenants** (“the Lessee”) ALL
LAND THAT piece or parcel of land situate in the Australian Capital Territory containing
an area of _____ **square metres** or thereabouts and being **Block 8 Section 5
Division of Campbell** as delineated on **Deposited Plan Number** _____ in
the Registrar-General’s Office at Canberra in the said Territory (“the land”)

RESERVING unto the Territory all minerals and the right to the use, flow and
control of ground water under the surface of the land TO HOLD unto the Lessee
TERM for the term of ninety nine years commencing on the _____ day
of _____ **Two thousand and** _____ (“the date of the
commencement of the lease”) to be used by the Lessee for the purpose set out in
Clause 3(d) of this lease only YIELDING AND PAYING THEREFOR rent in the
amount and in the manner and at the times provided for in this lease and UPON
AND SUBJECT TO the covenants conditions and agreements contained in this
lease.

INTERPRETATION 1. IN THIS LEASE unless the contrary intention appears:

- (a) “ancillary” means associated with and directly related to, but incidental and subordinate to the predominant use;
- (b) “Authority” means the Planning and Land Authority established by section 10 of the Planning and Development Act 2007;
- (c) “bar” means any premises or part of a premises primarily used or intended for use for the sale of alcoholic beverages and spirits to members of the public for consumption on the premises, subject to the issue of an on-licence pursuant to the relevant legislation;
- (d) “building” means any building or structure, constructed or partially constructed or to be constructed, as the context permits or requires, on or under the land;
- (e) “cafe” means any premises used for intended for use for the preparation and sale to the public of food and non-alcoholic beverages for consumption on the premises or elsewhere and includes take-away food, fast food and snack bars and the like;
- (f) “dwelling” means a room or suite of rooms occupied or used or so constructed or adapted as to be capable of being occupied or used as a separate domicile and includes outbuildings, if any, that are normal to the enjoyment and exclusive use of the dwelling;
- (g) “EPBC Approval” means the approval titled ‘Mixed use development within Campbell Section 5, ACT (EPBC 2012/6292)’ issued under Sections 130(1) and 133 of the Environment Protection and Biodiversity Conservation Regulations 2000 (C’th);
- (h) “Heritage Impact Statement” has the same meaning as in the EPBC Approval;
- (i) “Lessee” shall:
 - (i) where the Lessee consists of one person be deemed to include the Lessee and the executors administrators and assigns of the Lessee;
 - (ii) where the Lessee consists of two or more persons be deemed to include in the case of a tenancy in common the said persons and each of them and their and each of their executors administrators and assigns and in the case of a joint tenancy be deemed to include the said persons and each of them and their and each of their assigns and the executors administrators and assigns of the survivor of them; and

- (iii) where the Lessee is a corporation be deemed to include such corporation its successors and assigns;
- (j) “Minister” means the minister responsible for the Environment Protection and Biodiversity Conservation Regulations 2000 (C’t);
- (k) “National Capital Authority” means any body, whether incorporated or unincorporated which from time to time exercises substantially the same powers as the powers which are at the date of the commencement of the lease exercised by the National Capital Authority under the Australian Capital Territory (Planning and Land Management) Act 1988 (C’t);
- (l) “National Capital Plan” means the National Capital Plan prepared by the National Capital Authority under Part III of the Australian Capital Territory (Planning and Land Management) Act 1988 (C’t);
- (m) “office” means any premises used for the purpose of administration (including commercial and public administration), and clerical, technical, professional or like business activities;
- (n) “personal service establishment” means any premises used or intended for use for the purposes of barbering, skin care, non-professional health and/or body care, photography, and like activities, but does not include any premises used or intended for use for a purpose elsewhere herein specifically defined;
- (o) “premises” means the land and any building or other improvements on the land;
- (p) “residential” means the use of land for the primary purpose of providing shelter for human habitation together with such outbuildings as are incidental to and ordinarily associated with the residential use of the land;
- (q) “restaurant” means a building or place used for the primary purpose of providing food for consumption on the premises whether or not the premises are licensed to sell liquor and whether or not entertainment is provided. The use includes tea rooms, cafes, bistros and the like;
- (r) “retail” means the selling of goods and providing personal services in any quantity and by any means other than by wholesale and includes retail shops, restaurants, drink establishments, drive-in facilities, bulky retailing, bulk landscape supplies, vehicle sales, service stations, retail plant nurseries and produce markets;

- (s) “Surrounding Context” has the same meaning as in the EPBC Approval;
- (t) (t) “Territory” means:
 - (i) when used in a geographical sense the Australian Capital Territory; and
 - (ii) when used in any other sense the body politic established by section 7 of the Australian Capital Territory (Self-Government) Act 1988 (C’t);
- (u) words in the singular include the plural and vice versa;
- (v) words importing one gender include the other genders;
- (w) a reference in this lease to any statute or statutory provision shall include a reference to any statute or statutory provision that amends, extends, consolidates or replaces the statute or statutory provision and to any other regulation, instrument or other subordinate legislation made under the statute.

2. THE LESSEE COVENANTS WITH THE COMMONWEALTH as follows:

RENT

- (a) That the Lessee shall pay to the Authority rent at the rate of five cents per annum if and when demanded payable within one month of the date of any demand made by the Authority relating thereto and served on the Lessee;

MANNER OF PAYMENT OF RENT

- (b) That any rent or other moneys payable by the Lessee to the Authority under this lease shall be paid to such person as may be authorised by the Authority for that purpose at Canberra in the said Territory without any deduction whatsoever.

3. THE LESSEE FURTHER COVENANTS WITH THE COMMONWEALTH as follows:

COMPLETION OF DEVELOPMENT

- (a) That the Lessee shall within forty eight (48) months from the date of the commencement of the lease or within such further time as may be approved in writing by the Authority complete the erection of an approved development on the land in accordance with the plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the Authority and in accordance with every Statute Ordinance or Regulation applicable to such development;

ASSOCIATED
WORKS

(b) That the Lessee shall complete within forty eight (48) months from the date of the commencement of the lease or within such further time as may be approved in writing by the Authority for that purpose, and prior to the occupation of any of the premises, the design and construction of:

- (i) vergeworks surrounding the land in accordance with drawings contained in Schedule 1 of the Prescribed Conditions for Associated Works approved on 18 December 2013 for the land and incorporating any modification arising from the satisfaction of this Clause; and
- (ii) any other works required by Territory and Municipal Services Directorate ('TAMSD') as a result of an audit on submitted plans for design approval

including all ancillary works and fittings in accordance with the prescribed conditions for associated works and plans and specifications previously submitted to and approved in writing by the National Capital Authority;

INDEMNITY

(c) That the Lessee shall indemnify and keep indemnified the Commonwealth, the Territory, the Authority, their servants and agents from all actions claims suits and demands brought maintained or made against the Commonwealth, the Territory, the Authority, their servants or agents by any person or body of persons arising out of the provision by the Lessee of the design and construction of the associated works referred to in Clause 3(b) until such works are completed and formally handed over to the Territory;

PURPOSE

(d) To use the premises only for one or more of the following purposes:

- (i) bar;
- (ii) cafe;
- (iii) office;
- (iv) personal service establishment;
- (v) residential for not more than fifty (50) dwellings;
- (vi) restaurant

AND ANCILLARY THERETO retail;

EASEMENT FOR SERVICES

(e) That:

(i) the Authority, on behalf of the Commonwealth, grants over that part of the land identified as a services easement on the Deposited Plan an easement (“Easement”) in favour of:

(A) the Territory and its successors;

(B) ACTEW Corporation Limited A.C.N. 069 381 960 and its successors; and

(C) ActewAGL Distribution A.B.N. 76 670 568 688 a partnership of ACTEW Distribution Ltd A.C.N. 073 025 224 and Jemena Networks (ACT) Pty Ltd A.C.N. 008 552 663 and their successors;

(collectively or separately referred to as the “service provider”);

(ii) the service provider may:

(A) provide, maintain and replace services supplied by that service provider through the land within the site of the Easement; and

(B) do anything reasonably necessary for that purpose, including without limitation:

(1) entering or passing through the land;

(2) taking anything on to the land; and

(3) carrying out work, including without limitation, constructing, placing, repairing or maintaining pipes, poles, wires, cables, conduits, structures and equipment;

(iii) in exercising the powers in Clause 3(e)(ii), the service provider must take all reasonable steps to:

(A) ensure that the work carried out on the land causes as little disruption, inconvenience and damage as is practicable; and

(B) ensure that the land is restored as soon as practicable to a condition that is similar to its condition before the work was carried out;

(iv) Clause 3(e)(iii)(B), does not require the service provider to restore:

(A) the land to a condition that would result in:

(1) an interference with:

(i) any service on or through the land; or

(ii) access to any service on or through the land; or

(2) a contravention of a law of the Territory; or

(B) any building or structure placed or constructed on any part of the land comprising the Easement;

(v) the Lessee must not place or construct, nor permit to be placed or constructed, a building or structure or any part of a building or structure on any part of the land comprising the Easement;

(vi) for the purposes of the Easement, “services”, includes, without limitation, the supply of water, gas, electricity and discharge or drainage of water, stormwater and sewerage; and

(vii) nothing in this clause diminishes or affects any rights or powers of a service provider conferred under any statute, regulation or law;

CARPARKING

(f) That the Lessee shall provide and maintain an approved drained and sealed carparking area on the land to a standard acceptable to the Authority in accordance with plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the National Capital Authority;

LANDSCAPING

(g) That the Lessee shall provide and maintain landscaping on the land to a standard acceptable to the Authority in accordance with plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the National Capital Authority;

LIGHTING

(h) That the Lessee shall illuminate and keep illuminated all public access areas, carparks and driveways on the land at the Lessee’s cost during the evening hours of operation to a standard acceptable to the Authority in accordance with plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the National Capital Authority;

- PRESERVATION OF TREES
- (i) That the Lessee shall not, without the previous consent in writing of the Territory, remove any tree:
- (i) that has been identified in a development approval for retention during the period allowed for construction of the building; or
- (ii) to which the Tree Protection Act 2005, applies;
- FACILITIES AND ACCESS FOR PERSONS WITH A DISABILITY
- (j) That the Lessee shall provide and maintain facilities and access on the land for persons with a disability in accordance with plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the National Capital Authority;
- SERVICE AREAS
- (k) That the Lessee shall screen and keep screened all service areas to the satisfaction of the National Capital Authority and the Authority and shall ensure that all plant and machinery contained within the premises is suitably screened from public view;
- BUILDING SUBJECT TO APPROVAL
- (l) That the Lessee shall not without the previous approval in writing of the National Capital Authority, except where exempt by law, erect any building, or make any structural alterations to any building, on the land;
- REPAIR
- (m) That the Lessee shall at all times during the said term maintain repair and keep in repair the premises to the satisfaction of the Authority;
- FAILURE TO REPAIR
- (n) If and whenever the Lessee is in breach of the Lessee's obligations to maintain repair and keep in repair the premises the Authority may by notice in writing to the Lessee specifying the repairs and maintenance needed require the Lessee to effect the necessary work in accordance with the notice. If the Authority is of the opinion that a building or some other improvement on the land is beyond reasonable repair the Authority may by notice in writing to the Lessee require the Lessee to remove the building or improvement and may require the Lessee to construct a new building or improvement in place of that removed within the time specified in the notice. If the Lessee does not carry out the required work within the time specified by the Authority any person or persons duly authorised by the Authority with such equipment as is necessary may enter the premises and carry out the necessary work and all costs and expenses incurred by the Authority in carrying out the work shall be paid by the Lessee to the Authority on demand and from the date of such demand until paid shall for all purposes of this lease be a debt due and payable to the Authority by the Lessee;

RIGHT OF
INSPECTION

(o) Subject to the provisions of the Planning and Development Act 2007 to permit any person or persons authorised by the Authority to enter and inspect the premises at all reasonable times and in any reasonable manner;

RATES AND
CHARGES

(p) To pay all rates charges and other statutory outgoings assessed levied or payable in respect of the premises as and when they are due for payment;

HERITAGE

(q) That the Lessee shall at its own expense, reduce, manage and mitigate impacts of the development on the land to the heritage values of the Surrounding Context pursuant to conditions 4(a) – (g) of the EPBC Approval together with the requirements of clause 5 (in relation to the Heritage Impact Statement) and such other conditions as the Minister may require in accordance with that provision.

4. THE COMMONWEALTH COVENANTS WITH THE LESSEE as follows:

QUIET
ENJOYMENT

That the Lessee paying the rent and all other money due and observing and performing the covenants and stipulations on the part of the Lessee to be observed and performed shall quietly enjoy the premises without interruption by the Authority or any person lawfully claiming from or under or in trust for the Authority.

5. IT IS MUTUALLY COVENANTED AND AGREED as follows:

TERMINATION

(a) That if:

- (i) any rent or other moneys payable under this lease shall remain unpaid for three months next after the date appointed for payment thereof (whether such rent shall have been formally demanded or not); or
- (ii) an approved development in accordance with Clause 3(a) of this lease is not completed within the period specified in the said Clause; or
- (iii) associated works in accordance with Clause 3(b) of this lease are not completed within the period specified in the said Clause; or
- (iv) after completion of an approved development as aforesaid the said land is at any time not used for a period of one year for the purpose for which this lease is granted; or

- (v) the Lessee shall fail to observe or perform any other of the covenants contained in this lease on the part of the Lessee to be observed or performed and shall have failed to remedy such breach within a period of six months from the date of service on the Lessee of a notice in writing from the Authority specifying the nature of such breach

the Authority on behalf of the Commonwealth may terminate this lease but without prejudice to any claim which the Authority or the Commonwealth may have against the Lessee in respect of any breach of the covenants on the part of the Lessee to be observed or performed;

ACCEPTANCE OF RENT

- (b) That acceptance of rent or other moneys by the Authority during or after any period referred to in Clauses 5(a) (i), (ii), (iii), (iv) or (v) of this lease shall not prevent or impede the exercise by the Authority of the powers conferred upon it by the said Clauses;

FURTHER LEASE

- (c) Subject to the Lessee paying all money required to be paid under the provisions of the Planning and Development Act 2007 the Lessee shall be entitled to a further lease of the land for such further term and at such rent and subject to such conditions as may then be provided or permitted by Statute Ordinance or Regulation;

NOTICES

- (d) That any notice requirement demand consent or other communication to be given to or served upon the Lessee under this lease shall be deemed to have been duly given or served if signed by or on behalf of the Authority and delivered to or sent in a prepaid letter addressed to the Lessee at the registered office of the Lessee in the said Territory BUT if for any reason the Lessee does not have a registered office in the said Territory then at the usual or last-known address of the Lessee or affixed in a conspicuous position on the premises;

EXERCISE OF POWERS

- (e) Any and every right, power or remedy conferred on the Commonwealth or Territory in this lease, by law or implied by law may be exercised on behalf of the Commonwealth or the Territory or as the case may be by:
 - (i) the Authority;
 - (ii) an authority or person for the time being authorised by the Authority or by law to exercise those powers or functions of the Commonwealth or Territory; or
 - (iii) an authority or person to whom the Authority has delegated all its powers or functions under the Planning and Development Act 2007.

IN WITNESS whereof the Authority on behalf of the Commonwealth and the Lessee have executed this lease.

Signed by)
a delegate authorised to execute this lease)
on behalf of the Commonwealth in the)
presence of)

.....

Delegate

.....

Witness

Signed by)
(A.C.N.) by:)

.....

Signature

.....

Signature

.....

Name in full

.....

Name in full

.....

Director/Secretary

.....

Director/Secretary