

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 THAT piece or parcel of land situate in the Australian Capital Territory containing **an area of TBC square metres** or thereabouts and being **Block 2 Section 11**

LAND **Division of Gungahlin** 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) “Authority” means the Planning and Land Authority established by section 10 of the Planning and Development Act 2007;
- (b) “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;
- (c) “bulky goods retailing” means a shop which includes a loading dock within the building, and where the goods or materials sold or displayed are of such a size, shape or weight as to require:
 - (i) a large area for handling, storage or display; and/or
 - (ii) direct vehicular access to the site by members of the public, for the purpose of loading goods or materials into their vehicles after purchase, but does not include any shop used primarily for the sale of food or clothing;
- (d) “business agency” means the use of land for the purpose of providing a commercial service directly and regularly to the public;
- (e) “car park” means the use of land specifically allocated for the parking of motor vehicles;
- (f) “caretaker's residence” means any dwelling used for the residence of a caretaker, in connection with another land use, including industry and commercial activity;
- (g) “child care centre” means the use of land for the purpose of educating, supervising or caring for children of any age throughout a specified period of time in any one day, which is registered under the Children and Young People Act 2008 or authorised pursuant to the Education and Care Services National Law (ACT) Act 2011 and which does not include residential care;
- (h) “civic administration” means the use of land for the purpose of carrying out the legislative and judicial functions of government;
- (i) “club” means the use of land as a meeting place for persons associated, or for a body incorporated, for a social, sporting, athletic, literary, political or other like purpose, and which is a licensed premise under the Liquor Act 2010;

- (j) “commercial accommodation unit” means a room or suite of rooms that is made available on a commercial basis for short-term accommodation. A commercial accommodation unit may comprise a dwelling but not a room or suite of rooms within a dwelling. It does not include any associated facility such as a restaurant, bar or functions room, which may be used by the occupants of the premises but, which is also available for use by non occupant members of the public;
- (k) “commercial accommodation use” means commercial accommodation unit, guest house, hotel, motel, serviced apartment and tourist resort;
- (l) “communications facility” means the use of land for the provision of facilities for postal, telecommunications and other communication purposes including facilities used for receiving and transmitting radiated signals using radio masts, towers, and antennae systems but does not include cabling or ducting used for the carrying of electromagnetic signals;
- (m) “community activity centre” means the use of land by a public authority or a body of persons associated for the purpose of providing for the social well being of the community;
- (n) “community theatre” means the use of land for a theatre, cinema, concert hall, auditorium or theatrette run by non-profit organisations;
- (o) “community use” means child care centre, community activity centre, community theatre, cultural facility, educational establishment, health facility, hospital, place of worship and religious associated use;
- (p) “cultural facility” means the use of land for the purpose of cultural activities to which the public normally has access, but does not include a shop for art, craft or sculpture dealer;
- (q) “craft workshop” means the use of land for the manufacture, primarily by manual methods, of craft articles such as leatherwork, pottery, woodwork, hand woven goods and the like;
- (r) “department store” means a shop in which goods are sold by separate departments within the shop and from which a significant amount or proportion of retail sales occur from at least four of the following types of goods: furniture and floor coverings; fabrics and household textiles; clothing; footwear; household appliances; china, glassware and domestic hardware;

- (s) “drink establishment” means the use of land for the sale of alcoholic beverages and spirits to members of the public primarily for consumption on the premises, and which is a licensed premise under the Liquor Act 2010;
- (t) “dual occupancy housing” means the use of land that was originally used or leased for the purposes of single dwelling housing for two dwellings;
- (u) “dwelling” has the same meaning as in the Planning and Development Regulation 2008;
- (v) “educational establishment” means the use of land for the purpose of tuition, training or research directed towards the discovery or application of knowledge, whether or not for the purposes of gain, and may include associated residential accommodation;
- (w) “financial establishment” means the use of land for the primary purpose of providing finance, investing money, and providing services to lenders, borrowers and investors on a direct and regular basis;
- (x) “gross floor area” means the sum of the area of all floors of the building measured from the external faces of the exterior walls, or from the centre lines of walls separating the building from any other building, excluding any area used solely for rooftop fixed mechanical plant and/or basement carparking;
- (y) “guest house” means the use of land for one or more commercial accommodation units and where common or shared facilities are provided for the provision of services such as meals and laundry to occupants of the premises but not to non occupant members of the public;
- (z) “health facility” means the use of land for providing health care services (including diagnosis, preventative care or counselling) or medical or surgical treatment to outpatients only;
- (aa) “hospital” means the use of land for the medical care (including diagnosis, preventative care and counselling) of inpatients, whether or not out-patients are also provided with care or treatment, and may include associated residential accommodation;

- (bb) “hotel” means the use of land for one or more commercial accommodation units and where the premise is licensed under the Liquor Act 2010. It may also include associated facilities such as a restaurant, bar or functions room, which may be used by the occupants of the premises but, which are also available for use by non occupant members of the public;
- (cc) “indoor entertainment facility” means the use of land for entertainment where such use is primarily indoors;
- (dd) “indoor recreation facility” means the use of land for sporting activities where such use is primarily indoors;
- (ee) “large retail anchor” means a department store, cinema complex with more than three (3) screens or a supermarket or retail outlet of 1200m² or more in gross floor area;
- (ff) “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 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;
- (gg) “light industry” means an industry, not being a general, offensive, hazardous or mining industry, in which the processes carried on, the transportation involved or the machinery or materials used do not interfere with the amenity of the locality by reason of noise, vibration, smell, fumes, smoke, vapour, steam, soot, ash, dust, waste water, waste products, grit, oil or otherwise. The use includes a craft workshop;
- (hh) “motel” means the use of land for one or more commercial accommodation units and where the units are provided with convenient space for parking of motor vehicles. It may also include associated facilities such as a restaurant, bar or functions room, which may be used by the occupants of the premises but, which are also available for use by non

occupant members of the public. A motel may be licensed under the Liquor Act 2010;

- (ii) “multi-unit housing” means the use of land for more than one dwelling and includes but is not limited to dual occupancy housing;
- (jj) “non retail commercial use” means business agency, financial establishment, office and public agency;
- (kk) “office” means the use of land for the purpose of administration, clerical, technical, professional or like business activities, including a government office, which does not include dealing with members of the public on a direct and regular basis except where this is ancillary to the main purpose of the office;
- (ll) “personal service” means a shop used primarily for selling services and in which the sale of goods is ancillary to the service provided;
- (mm) “place of assembly” means the use of land for gatherings of people to attend functions, whether or not for the purposes of gain;
- (nn) “place of worship” means the use of land for the primary purposes of religious worship and associated activities by a congregation, religious group or members of the public whether or not the premises are also used for religious instruction, tuition, meetings, training and other community activities;
- (oo) “premises” means the land and any building or other improvements on the land;
- (pp) “public agency” means the use of land for the purpose of providing a public service directly and regularly to the public and includes a government agency, which provides a commercial service to the public;
- (qq) “religious associated use” means the use of land for the activities conducted by religious organisations other than for worship or for offices and may include residential accommodation by ministers of religion;
- (rr) “residential care accommodation” means the use of land by an agency or organisation that exists for the purposes of providing accommodation and services such as the provision of meals, domestic services and personal care for persons requiring support. Although services must be delivered on site, management and preparation may be carried out on site or elsewhere;

- (ss) “residential use” means caretaker’s residence, multi-unit housing, residential care accommodation, retirement village, secondary residence, single dwelling housing and supportive housing;
- (tt) “restaurant” means the use of land for the primary purpose of providing food for consumption on the premises whether or not the premises are licensed premises under the Liquor Act 2010 and whether or not entertainment is provided;
- (uu) “retail plant nursery” means a shop used for the propagation and sale of plants, shrubs, trees and garden supplies;
- (vv) “retirement village” means premises where older members of the community or retired people live, or will live, in independent living units or serviced units, under a retirement village scheme;
- (ww) “retirement village scheme”, for a retirement village, means a scheme under which a person may –
 - (i) enter into a residence contract with the scheme operator for the retirement village; and
 - (ii) on payment of an ingoing contribution, acquire personally or for someone else a right to live in the retirement village, however the right accrues; and
 - (iii) on payment of the relevant charge, acquires personally or for someone else a right to receive one (1) or more services in relation to the retirement village;
- (xx) “serviced apartment” means an apartment that is used as a commercial accommodation unit;
- (yy) “shop” means the use of land for the purpose of selling, exposing or offering the sale by retail or hire, goods and personal services and include bulky goods retailing, department store, personal service, retail plant nursery, supermarket and take-away food shop;
- (zz) “single dwelling housing” means the use of land for residential purposes for a single dwelling only;
- (aaa) “supermarket” means a large shop selling food and other household items where the selection of goods is organised on a self-service basis;

- (bbb) “supportive housing” means the use of land for residential accommodation for persons in need of support, which is managed by a Territory approved organisation that provides a range of support services such as counselling, domestic assistance and personal care for residents as required. Although such services must be able to be delivered on site, management and preparation may be carried out on site or elsewhere. Housing may be provided in the form of self-contained dwellings. The term does not include a retirement village or student accommodation;
- (ccc) “take-away food shop” means a shop, which is predominantly for the preparation of food and refreshments for consumption elsewhere;
- (ddd) “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);
- (eee) “tourist facility” means the use of land for providing entertainment, recreation, cultural or similar facilities for use mainly by the general touring or holidaying public and may include a restaurant, cafe, bar, service station, tourist accommodation and the retail sale of arts and crafts, souvenirs, antiques and the like;
- (fff) “tourist resort” means the use of land for one or more commercial accommodation units together with a wide range of recreational and/or cultural facilities in a resort style setting. It may also include associated facilities such as a restaurant, bar or functions room, which may be used by the occupants of the premises but, which are also available for use by non occupant members of the public. A tourist resort may be licensed under the Liquor Act 2010;
- (ggg) words in the singular include the plural and vice versa;
- (hhh) words importing one gender include the other genders;
- (iii) 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 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 the premises, the:
- (i) design and construction of a heavy duty concrete driveway in accordance with Transport Canberra and City Services (TCCS) current version of the “Design Standards for Urban Infrastructure Works” and constructed to TCCS current version of the “Standard Specifications for Urban Infrastructure Works”;
 - (ii) design and construction of a sewer service to fully service the land;
 - (iii) demolition of the existing driveways and footpath;
 - (iv) design and re-instatement of the verges and pavements;
 - (v) design and construction of a one thousand six hundred (1,600) square metre paved verge in accordance with Gungahlin Town Centre Landscape Design Guidelines;
 - (vi) installation of four (4) x new hydrants;
 - (vii) planting of four (4) street trees to match the existing street trees in accordance with the requirements from TCCS;

(viii) completion of verge works in accordance with directions from TCCS;

(ix) any other works required by TCCS 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 prepared by the Lessee and previously submitted to and approved in writing by the 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 for the purposes of one or more of the following:

- (i) civic administration;
- (ii) carpark PROVIDED THAT a minimum 180 car spaces are available for use by the public at all times;
- (iii) club;
- (iv) commercial accommodation use;
- (v) communications facility;
- (vi) community use EXCLUDING hospital and educational establishments for pre-school, primary school, high school and secondary college;
- (vii) craft workshop;
- (viii) drink establishment;
- (ix) indoor entertainment facility;
- (x) indoor recreation facility;
- (xi) light industry;
- (xii) non retail commercial use;
- (xiii) place of assembly;
- (xiv) residential use PROVIDED THAT multi unit housing is limited to a maximum of 350 dwellings and FURTHER PROVIDED THAT single dwelling housing is not permitted;
- (xv) restaurant;
- (xvi) shop; and
- (xvii) tourist facility;

PROVIDED THAT

(i) one or more of the following uses are permitted at the ground floor level:

- (A) business agency;
- (B) club;
- (C) community activity centre;
- (D) drink establishment;
- (E) financial establishment;
- (F) hotel;
- (G) indoor entertainment facility;
- (H) indoor recreation facility;
- (I) public agency;
- (J) restaurant; and
- (K) shop,

(ii) the following uses are not permitted on the ground floor or first floor of any building(s):

- (1) serviced apartment; and
- (2) residential use,

(iii) one large retail anchor is provided on the premises;

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 the relevant provider (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 UNLESS written advice from the service provider is obtained;
- (vi) for the purposes of the Easement, “services”, includes, without limitation, communication services, 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;

NOISE MANAGEMENT (f)
PLAN

That the Lessee must, prior to the use of the premises for club, drink establishment, hotel, indoor entertainment facility, indoor recreational facility, and restaurant implement noise attenuation measures in accordance with a Noise Management Plan prepared specifically for the proposed use and that has previously been submitted to and endorsed by the Environment Protection Authority or its successor;

- CARPARKING (g) 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 Authority;
- LANDSCAPING (h) 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 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 Authority;
- SERVICE AREAS (k) That the Lessee shall screen and keep screened all service areas to the satisfaction of 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 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.

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 or other moneys 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 herein 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

.....

Sole Director/Director/Secretary

.....

Director/Secretary