



Sublease

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CONTENTS

PART A – DEFINITION AND INTERPRETATION	2
1. DEFINITIONS AND INTERPRETATION	2
PART B – LEASE	5
2. APPLICATION OF THE LAND TITLES ACT	5
3. LEASE	5
4. RENT	6
5. CHARGES	6
6. OUTGOINGS	7
7. COSTS AND EXPENSES	7
8. GST	7
PART C – LESSEE’S OBLIGATIONS AND RIGHTS	7
9. ALTERATIONS	7
10. EXTERNAL FITTINGS	8
11. MAINTENANCE AND REPAIRS	8
12. USE OF THE PREMISES	9
13. INSPECTION OF THE PREMISES	11
14. ADVERTISEMENTS AND SIGNS	11
15. INSURANCE AND INDEMNITY	12
16. QUIET ENJOYMENT AND OCCUPATION OF PREMISES	13
17. REDECORATION AND MAKE GOOD	14
18. REMOVAL OF LESSEE’S PROPERTY	14
19. ASSIGNMENTS, SUBLEASES AND MORTGAGES	15
20. RELEASES AND INDEMNITIES	17
PART D – LESSOR’S RIGHTS	18
21. RIGHTS OF LESSOR	18
22. TO-LET NOTICE & FOR SALE	19
PART E – TERMINATION	19
23. RESUMPTION FOR PUBLIC USE	19
24. DAMAGE TO PREMISES OR BUILDING	19
25. DEFAULT AND TERMINATION	20
26. ESSENTIAL TERMS	21
PART F – OTHER	21
27. LESSEE’S ENVIRONMENTAL WARRANTY	21
28. SUBDIVISION – LAND TITLES ACT 1925	22
29. SUBDIVISION – LAND TITLES (UNIT TITLES) ACT 1970	23
30. ASBESTOS	23
PART G – GENERAL	24
31. NOTICES	24
32. GENERAL PROVISIONS	24
PART H – SPECIAL CONDITIONS	25
33. SPECIAL CONDITIONS	28



**THIS IS THE ANNEXURE MARKED "A" REFERRED TO IN LEASE BETWEEN
LAND DEVELOPMENT AGENCY ABN 20 419 925 579 AND [REDACTED]
CONSISTING OF 30 PAGES AND DATED 22 June 2011**

REFERENCE SCHEDULE

Item 1 (clause 1.1)	Lessor Land Development Agency ABN 20 419 925 579 of Level 6, TransACT House, 470 Northbourne Avenue, Dickson in the Australian Capital Territory
Item 2 (clause 1.1)	Lessee [REDACTED] Horse Park" 828 Horse Park Drive, Gungahlin in the Australian Capital Territory.
Item 3 (clause 1.1)	Commencement Date 22 June 2011
Item 4 (clause 3)	Rent \$1 per annum plus GST
Item 5 (clause 3)	Rent Day Every year commencing on the Commencement Date
Item 6 (clause 12)	Permitted Use Any use permitted under the Crown Lease
Item 7 (clause 15)	Amount of Public Liability Insurance \$20,000,000.00



OPERATIVE CLAUSES

The Lessor and the Lessee agree as follows:

PART A – DEFINITION AND INTERPRETATION

1. Definitions and Interpretation

Definitions

1.1 The following words have these meanings unless the contrary intention appears, and other words have the meanings indicated on the Reference Schedule.

Amount of the Consideration	means: <ul style="list-style-type: none"> (a) the amount of any payment in connection with a supply; and (b) in relation to non-monetary consideration for a supply, the GST exclusive market value of that consideration as reasonably determined by the supplier.
Building	means the buildings on the Land.
Business Day	means a day except a Saturday or Sunday or other public holiday in the Australian Capital Territory.
Commencement Date	means the date specified in Item 3 of the Reference Schedule.
Cost	means a cost, charge, expense, outgoing, payment, fee and other expenditure of any nature.
Crown Lease	means the crown lease of which the Premises form part or whole.
Essential Terms	means clauses 4, 5, 6, 8.2, 8.3, 9.1, 9.2, 12.1, 19.1 and 25.1.
Expiry Date	means the date this Lease expires or terminates in accordance with the Lease.
GST	has the meaning it has in the <i>GST Act</i> and associated imposition Acts.
GST Act	means <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth).
Insolvency Event	means the happening of any of these events: <ul style="list-style-type: none"> (a) an order is made that a body corporate be wound up; (b) an order appointing a liquidator or provisional liquidator in respect of a body corporate is made; (c) except to reconstruct or amalgamate while solvent on terms consented to by the Lessor acting reasonably, a body corporate enters into, or resolves to enter into, a scheme of arrangement or composition with, or assignment for the benefit of, all or any class of its creditors, or it proposes a reorganisation, moratorium or other administration involving any of them; (d) a body corporate resolves to wind itself up, or otherwise dissolve itself, or gives notice of intention to do so, except to reconstruct or amalgamate while solvent on terms approved by the Lessor acting reasonably or is otherwise wound up or dissolved; (e) a body corporate is or states that it is insolvent;



- (f) as a result of the operation of section 459F(1) of the *Corporations Act 2001* (Cth), a body corporate is taken to have failed to comply with a statutory demand;
- (g) a body corporate is, or makes a statement from which it may be reasonably deduced by the Lessor that the body corporate is, the subject of an event described in section 459(2)(b) of section 585 of the *Corporations Act 2001* (Cth);
- (h) a body corporate takes any step to obtain protection or is granted protection from its creditors, under any applicable legislation or an administrator is appointed to a body corporate;
- (i) a person becomes an insolvent under administration as defined in section 9 of the *Corporations Act 2001* (Cth) or action is taken which could result in that event; or
- (j) anything analogous or having a substantially similar effect to any of the events specified above happens under the law of any applicable jurisdiction.

Land	means Block 766 Gungahlin.
Land Management Agreement	means the land management agreement governing the Premises (in part or in whole).
Lease	means this sublease and any document varying this sublease.
Lessee	means the person or persons specified in Item 2 of the Reference Schedule, including the executors, administrators, successors and assigns of the lessee.
Lessee's Property	means the fixtures and fittings and other property of the Lessee in, on or used in the Premises.
Lessor	means the entity specified in Item 1 of the Reference Schedule, including the executors, administrators, successors and assigns of the Lessor.
Lessor's Property	means all property the Lessor provides in the Premises.
Minister	means the authority or person responsible for administering the <i>Planning and Development Act 2007</i> (ACT).
Outgoings	means in respect of each Outgoings Year the aggregate of all: <ul style="list-style-type: none"> (a) general rates and charges including (but not limited to) charges for garbage and trade waste removal; (b) water, sewerage and drainage rates and charges; (c) land tax; (d) other rates and statutory charges; (e) insurance premlums payable in respect of the insurance the Lessor must take out pursuant to the Land or Premises; and (f) if there is a Units Plan, Owners Corporation levies, levied, charged, assessed, imposed or payable by the Lessor in respect of the Premises, the Building or the Land, but not including expenses properly chargeable to a capital account, interest on loans raised for the purpose of capital expenses, depreciation and rent paid by the Lessor for any land comprising



	any part of the Building.
Outgoings Year	means the 12 month period ending on 30 June in each year.
Owners Corporation	means the owners corporation constituted following registration of the Units Plan.
Premises	means the whole of the Building and Land as varied by the Lessor from time to time.
Reference Schedule	means the reference schedule at Annexure "A" to this Lease.
Registrar-General	has the meaning given to it in the <i>Land Titles Act 1925</i> .
Rent	means the rent specified at Item 4 of the Reference Schedule.
Rent Day	means the Commencement Date and, for each month, the day in Item 5 of the Reference Schedule.
Tax Invoice	has the meaning it has in the <i>GST Act</i> .
Term	means the period from and including the Commencement Date to and including the Expiry Date.
Units Plan	means a units plan, within the meaning of the <i>Unit Titles Act 2001</i> , in respect of the Land.

Interpretation

1.2 In this Lease unless the contrary intention appears:

- (a) a reference to this Lease or any instrument includes any variation or replacement of any of them;
- (b) a reference to a person includes a body corporate, joint venture, association, government body, firm and any other entity;
- (c) a reference to legislation includes any amendments to it, any legislation substituted for it, and any subordinate legislation made under it;
- (d) the singular includes the plural and the plural includes the singular;
- (e) words of one gender include any gender;
- (f) headings do not affect the interpretation of this Lease;
- (g) reference to a party includes that party's personal representatives, successors and permitted assigns;
- (h) reference to a thing (including a right) includes a part of that thing;
- (i) if a party comprises of two or more persons:
 - (i) reference to a party means each of the persons individually and any two or more of them jointly;
 - (ii) a promise by that party binds each of them individually and all of them jointly;
 - (iii) a right given to that party is given to each of them individually; and
 - (iv) a representative, warranty or undertaking by that party is made by each of them



individually;

- (j) a provision must not be construed against a party only because that party prepared it;
- (k) a provision must be read down to the extent necessary to be valid and if it cannot be read down to that extent, it must be severed;
- (l) if a thing is to be done on a day which is not a Business Day, it must be done on the Business Day before that day;
- (m) another grammatical form of a defined expression has a corresponding meaning;
- (n) the word include is used without any limitation;
- (o) the rights, duties and remedies in this Lease operate to the extent that they are not excluded by law;
- (p) examples are descriptive only and not exhaustive;
- (q) a reference to a month means a calendar month;
- (r) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day;
- (s) a reference to a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later; and
- (t) if this document is not registered as a sublease at the Office of Regulatory Services, a reference to "this Lease" is a reference to:
 - (i) any Lease implied by the common law because of occupation and payment of rent substantially in accordance with this document; and
 - (ii) any Lease arising in equity due to the agreement between the parties as evidenced by this document.

PART B – LEASE

2. Application of the Land Titles Act

- 2.1 The covenants, powers and provisions implied in every lease by the *Land Titles Act 1925* do not apply to this Lease or are modified so far as they are inconsistent with this Lease.
- 2.2 The Covenants, powers and provisions implied in leases by sections 119 and 120 of the *Land Titles Act 1925 (ACT)* do not apply to this Lease.

3. Lease

Yearly Tenancy

- 3.1 Subject to sub-clause 3.2, the Lessor leases the Premises to the Lessee:
 - (a) on a yearly basis commencing on the Commencement Date;
 - (b) at the Rent; and



(c) on the terms and conditions of this Lease.

Maximum Term of Tenancy

3.2 The maximum term the Lessor leases the Premises to the Lessee is ten (10) years from the Commencement Date.

Termination of Yearly tenancy

3.3 Either party may by three month's written notice to the other party, terminate this Lease and the yearly tenancy.

4. Rent

Rent Commencement

4.1 The Rent commences on the Commencement Date.

Instalments of Rent

4.2 The Lessee must pay the Rent by yearly instalments in advance on each Rent Day to the Lessor (or as the Lessor directs).

5. Charges

Lessee to pay charges

5.1 The Lessee must pay on time all amounts payable by the Lessee which are separately charged or imposed in connection with the Premises or the Lessee's use or occupation of the Premises including:

- (a) electricity consumed on the Premises;
- (b) cleaning of the Premises;
- (c) the clearance of waste;
- (d) any security charges;
- (e) air conditioning use, maintenance, repair and replacement; and
- (f) any other amount payable by the Lessee which are separately charged or imposed in connection with the Premises or the Lessee's use or occupation of the Premises.

If Lessee does not pay charges

5.2 The Lessor may pay on behalf of the Lessee any charges relating to the Premises not paid by the Lessee within 1 month of the due date of the charge.

5.3 The Lessee must repay on demand, the Lessor any amount paid by the Lessor on behalf of the Lessee under sub-clause 5.2.

Services



5.4 The Lessor will not cause any interruption to the supply of the services referred to above.

6. Outgoings

6.1 The Lessee must pay all Outgoings, when they fall due:

- (a) directly to the relevant authority or insurer who charges the Outgoing; or
- (b) to the Lessor.

7. Costs and Expenses

7.1 The Lessee must pay to the Lessor on demand any expenses which the Lessor incurs in relation to this Lease including stamp duty.

8. GST

Payments are GST exclusive

8.1 The Rent and other payments under this Lease do not include GST.

GST gross up

8.2 If a supply under this Lease is subject to GST but does not include GST the recipient agrees to pay the supplier an additional amount equal to the Amount of the Consideration multiplied by the prevailing GST rate.

Time and manner of payment

8.3 The additional amount is payable at the same time and in the same manner as the consideration for the supply to which the additional amount relates.

Supplier's obligations

8.4 The supplier agrees to:

- (a) give the recipient a Tax Invoice for the additional amount when it is paid; and
- (b) promptly refund any overpayment made by the recipient under this clause 8 after the supplier receives the benefit of a credit or refund in connection with the overpayment.

PART C – LESSEE'S OBLIGATIONS AND RIGHTS

9. Alterations

Lessee not to alter Premises

9.1 The Lessee must not make or allow to be made any alterations or additions to the Premises (whether structural or otherwise) without the written consent of the Lessor.

9.2 All structural work carried out on the Premises by the Lessee will become and remain the property of the Lessor without prejudice to the Lessor's rights in the case of any unauthorised works.



10. External Fittings

- 10.1 The Lessee may place any plumbing, shades, canopies, awnings, window boxes, amplifiers or other devices or things on the exterior of the Premises with the written consent of the Lessor.

11. Maintenance and Repairs

Lessee to keep Premises in good repair

- 11.1 Subject to sub-clause 11.3, the Lessee must, to the reasonable satisfaction of the Lessor, at its own expense:

- (a) keep the Premises and exterior facade and the exterior and interior of all windows, doors and all other glass and other fixtures in a clean and tidy condition;
- (b) keep the Building free and clear of pests and rodents;
- (c) keep the Premises and the Lessor's Property in good repair to the satisfaction of the Lessor and any relevant authority;
- (d) keep the air-conditioning system in good repair and maintenance;
- (e) replace all broken or faulty light bulbs, tubes, starters and other lighting apparatus in the Premises;
- (f) keep the waste, pipes and drains within the Premises in a clean, clear and free flowing condition;
- (g) immediately repair and make good any damage caused to the Premises or the services or any part of them caused by any act, omission or neglect of the Lessee; and
- (h) hand over the Premises in good repair at the end of this Lease,

except for fair wear and tear and damage by fire, storm, tempest, lightning, flood or earthquake unless any insurance monies are irrecoverable through the neglect, default or misconduct of the Lessee.

Pressure Pumps, Environmental Systems and Hot Water Systems

- 11.2 Subject to sub-clause 11.3, the Lessee must maintain and service:

- (a) the pressure pumps on the Premises;
- (b) the enviro system on the Premises every 3 months; and
- (c) the 3 hot water systems on the Premises.

Exceptions to repair and maintenance

- 11.3 The Lessor must replace or maintain, at its own expense:

- (a) anything on or within the Building;
- (b) the pressure pumps on the Premises;



- (c) the enviro system on the Premises; and
- (d) the 3 hot water systems on the Premises,

if the cost of the replacement, repair or maintain is more than \$500 (plus GST) per item.

Notice to repair or clean

11.4 The Lessor may issue the Lessee with a written notice requiring the Lessee to repair or clean the Premises in accordance with this clause 11.

11.5 The Lessee must comply with any written notice of the Lessor to repair or clean the Premises in accordance with the Lessee's obligations contained in this clause 11.

Non-compliance with notice

11.6 If the Lessee does not comply with a written notice under sub-clause 11.5:

- (a) within 14 days with a notice to repair; or
- (b) within 48 hours with a notice to clean,

then the Lessor may complete the repair or cleaning at the expense of the Lessee.

11.7 The Lessee must pay any costs of the repairing or cleaning undertaken by the Lessor under sub-clause 11.6 to the Lessor on demand.

Lessor may enter Premises

11.8 The Lessor (or any properly authorised person) is permitted to enter the Premises at any reasonable time, upon giving reasonable notice to the Lessee, to carry out cleaning or repairs.

Lessee to replace glass

11.9 If the glass windows are destroyed or damaged the Lessee must promptly replace them with glass of at least the same standard.

Restore Exterior and Interior

11.10 The Lessee must, to the satisfaction of the Lessor, maintain the exterior and the interior of the Building in good and tenable repair and condition.

12. Use of the Premises

Permitted Use

12.1 The Lessee must only use the Premises for the Permitted Use in Item 6 of the Reference Schedule.

Prohibited conduct

12.2 The Lessee must not:

- (a) carry on or permit to be carried on any noxious, noisy, dangerous or offensive business in



the Premises;

- (b) cover or obstruct the windows or skylights that reflect or admit light into any place in the Premises;
- (c) use the Premises for any unlawful purpose;
- (d) permit any rubbish or garbage to accumulate on the Premises unless confined in suitable containers which are located so as not to be visible to members of the public;
- (e) burn any rubbish or garbage in the Building; or
- (f) allow anything to be done on the Premises which may annoy or cause damage to other persons in the neighbourhood.

No Overloading Floors

12.3 The Lessee must not do anything which may over-load the floors so that the Building or any part of the Building may be strained or the walls or floors caused to sag or deflect from the right line or so as to damage the Building or any part of them.

Fire

12.4 The Lessee must:

- (a) take all reasonable precautions against the outbreak of fire on the Premises; and
- (b) immediately notify the Lessor of the occurrence of any fire or other event which damages the Premises.

Misuse of Services

12.5 The Lessee must use the water, lighting, heating and air-conditioning apparatus and fire sprinkler systems in the Building for the purpose which they were constructed and must not throw or place in any of these any sweepings, rubbish or other unsuitable substances.

12.6 The Lessee indemnifies and keeps indemnified the Lessor against the cost of repairing any damage resulting to any of those things in sub-clause 12.5 from any misuse by the Lessee, its servants, agents, employees, licensees or invitees.

12.7 The Lessee must pay any costs under sub-clause 12.6 to the Lessor, on demand.

12.8 The Lessee must not interfere with or attempt to control any part of the fire alarm, sprinkler systems, any air-conditioning equipment or any other machinery or equipment of the Lessor installed in the Building or on the Land or both.

No Warranty of Suitability

12.9 The Lessor gives no warranty (either present or future) as to the suitability or adequacy of the Premises or the use to which the Premises may be put.

12.10 The Lessee is deemed to have accepted this Lease with full knowledge of and subject to any prohibitions or restrictions on the use of the Premises from time to time under or pursuant to any law.



12.11 The Lessee must, at its own cost and with the consent of the Lessor, obtain, maintain and comply with all consents, approvals and licences from and all other requirements of the local and all other relevant governmental authorities that may from time to time be necessary or appropriate for the Permitted Use and the conduct of any business of the Lessee on the Premises, but not so as to affect any other lawful use of the Premises.

12.12 The Lessee must not permit any consent, approval or licence (required under sub-clause 12.11) once given to lapse or be revoked.

Maintenance

12.13 The Lessee must keep all property owned or supplied by the Lessee in or about the Premises clean and is responsible for all repair, maintenance and insurance of that property.

Passage of Services

12.14 The Lessor reserves to itself and all others authorised by it the passage of air-conditioning equipment, fire and sprinkler systems, pipes, services, ducts, cables, electrical wiring, water, sewerage and drainage connections and any other services through, along, in or into the Premises and also access to and through the Premises at any time for the purpose of installing, maintaining or repairing any such air conditioning, equipment, systems, pipes, ducts, cables, wirings, connections and services.

Compliance

12.15 The Lessee must:

- (a) comply on time with all laws and requirements of authorities in connection with the Premises, the Lessee's business, the Lessee's Property and the use or occupation of the Premises by the Lessee; and
- (b) observe and perform the terms of the Crown Lease or any head Lease of the Land to the extent that those terms affect the Premises.

13. Inspection of the Premises

13.1 The Lessee must permit:

- (a) the Minister or any person authorised by the Minister to enter the Premises for the purposes of the Crown Lease; and
- (b) the Lessor or any person authorised by the Lessor to enter and inspect the Premises at all reasonable times after giving reasonable notice.

14. Advertisements and Signs

Lessee's display of signs

14.1 The Lessee may, with the written consent of the Lessor (which must not be unreasonably withheld) display, or allow to be displayed, any sign, symbol, advertisement, neon light, other light, or any other object or thing on the Premises, Building or Land or any part of the Premises, Building or Land.

Removal of signs



14.2 The Lessee must remove business signs or other signs on the earlier of:

- (a) the expiration of the Lease; or
- (b) the termination of the Lease,

and must repair any damage caused by the removal.

Approval of Signage

14.3 The Lessee must at its own cost obtain all approvals required from the ACT Planning and Land Authority or any other government department before erecting any signs on the Premises, the Building or Land.

15. Insurance and Indemnity

Lessee to obtain insurance

15.1 During the Term the Lessee must maintain:

- (c) a public liability policy for an amount not less than the amount referred to in **Item 7** of the Reference Schedule; and
- (d) a policy covering the fittings, fixtures, chattels and stock-in-trade contained in or about the Premises for its full insurable value against loss or damage resulting from fire and extraneous risks including but not limited to water, storm and rainwater damage.

15.2 The insurance policy of the Lessee must note the interests of the Lessor as owner of the Premises.

15.3 The Lessor may, by written notice to the Lessee, from time to time increase the amount referred to in **Item 7** of the Reference Schedule to an amount reasonably required by the Lessor.

Particulars of public risk coverage

15.4 The policy covering public risk must:

- (a) cover any liability for the death of, or injury to, any person or damage to any person's property sustained:
 - (i) when such person is using or entering or near any entrance, passage, stairway, display or display window to into or of the Premises;
 - (ii) by a person as a result of an act or omission of the Lessee, its agent, licensee, employee or representative operating a business on or from the Premises; and
 - (iii) by a person as a result of consuming food or drink supplied on or from the Premises or as a result of goods sold on or from the Premises;
- (b) contain a clause which provides that any claims made by any of the insured parties against any other will be treated as though the claimant were not an insured party and in such instances provide that the insurance company waives its right of subrogation; and
- (c) provide cover which is primary and not contributory with any policies effected by the Lessor or the Lessor's managers, agents, employees, representatives or contractors.



Lessor's approval

15.5 The insurance policies and the insurers required under this clause 15 must at all times be acceptable to the Lessor.

Evidence

15.6 The Lessee must, within 7 days of receiving a request from the Lessor to provide evidence of its insurances, produce proof of the insurances and the payment of premiums to the Lessor.

If no evidence is provided

15.7 The Lessor may effect the insurances required to be held by the Lessee under this Lease, if the Lessee does not produce evidence of the insurances required under this clause 15 in accordance with sub-clause 15.6.

15.8 The Lessee must reimburse the Lessor on demand for the Lessor's costs of effecting the insurances under sub-clause 15.7.

Indemnity

15.9 The Lessee indemnifies the Lessor against all liabilities or losses arising out of any:

- (a) injury to; or
- (b) damage to the property of,

the Lessee or its employees, agents, invitees, contractors or licensees while upon or entering any part of the Premises except if caused by the negligence of the Lessor or the Lessor's employees, agents or contractors.

Prohibited conduct

15.10 The Lessee must not do anything or allow anything to be done, or fail to do anything which would allow an insurer to refuse or reduce a claim.

Extra Premiums and Charges

15.11 The Lessee must pay any extra insurance premiums and statutory charges of insurance on the Premises or Building or any part of it due to extra risk caused or suffered by the use to which the Premises are put by the Lessee.

Compliance with Regulations

15.12 The Lessee must comply with the insurance, sprinkler and fire alarm regulations as they relate to the use of the Premises.

15.13 The Lessee must pay to the Lessor the cost of any alterations to the sprinkler or fire alarm installation which may become necessary by reason of the non-compliance by the Lessee with the regulations of the Insurance Council of Australia or the requirements of the Lessor's insurer or both of them.

16. Quiet Enjoyment and Occupation of Premises

Quiet Enjoyment



16.1 Subject to:

- (a) the Lessee paying the Rent and Outgoings to the Lessor and performing its covenants contained in this Lease; and
- (b) the rights, powers, remedies and reservations of the Lessor contained in this Lease,

the Lessor gives the Lessee peaceful possession and enjoyment of the Premises for the Term, without any interruption from the Lessor or any person lawfully claiming through, from or under it.

17. Redecoration and Make Good

Lessee to Redecorate

17.1 The Lessee must at the Expiry Date or termination of this Lease, whichever is earlier, to the satisfaction of the Lessor make good the Premises to a good and tenable repair and condition.

Lessee to Yield Up

17.2 The Lessee must at the Expiry Date or termination of this Lease, whichever is earlier, yield up the Premises to the satisfaction of the Lessor, in good repair and condition having regard to their condition at the commencement of this Lease, fair wear and tear excepted.

17.3 The Lessee must at the Expiry Date or termination of this Lease, whichever is earlier, return all keys and passes relating to the Premises to the Lessor.

18. Removal of Lessee's Property

Removal on termination or Expiry Date

18.1 The Lessee must, on the earlier of:

- (a) the Expiry Date; and
- (b) termination of this Lease,

promptly remove all the Lessee's Property from the Premises (including any lettering, signs, names, advertisements and notices erected, painted, displayed or affixed onto or within the Premises) but excluding any fixtures, fittings and chattels provided by the Lessor for the use of the Lessee which the Lessor determines should remain in the Premises.

Lessee to make good damage

18.2 The Lessee must, if the Lessee does any damage to the Premises in removing any Lessee's Property:

- (a) repair any damage promptly; and
- (b) continue to pay rent and all other charges under this Lease until the damage is repaired.

Items not removed

18.3 If the Lessee does not comply with sub-clause 18.1 the Lessee is deemed to have (at the option of the Lessor):



- (a) abandoned the Lessee's Property remaining on the Premises; and
- (b) appointed the Lessor the Lessee's agent for the purpose of removing the Lessee's Property from the Premises and either storing it at the risk and cost of the Lessee or selling it in any manner the Lessor decides, without in each case having any liability to the Lessee.

Lessor may deal with Lessee's Property

18.4 If pursuant to sub-clause 18.3 the Lessor sells the Lessee's Property (as agent for the Lessee):

- (a) the Lessor may apply the net proceeds firstly in satisfaction of any amount owing to the Lessor by the Lessee pursuant to this Lease and secondly in payment of the cost of removing and selling the Lessee's Property;
- (b) the Lessor is to account to the Lessee for any balance of the net proceeds; and
- (c) the provisions of sub-clause 18.3 and this sub-clause 18.4 do not limit any other rights or remedies of the Lessor under this Lease.

19. Assignments, Subleases and Mortgages

Restriction on dealings

19.1 The Lessee may only assign this Lease or sublet the Premises if it complies with the Lessor's requirements and obtains consent of the Lessor, in accordance with this clause 19.

Lessee to seek consent

19.2 If the Lessee proposes to:

- (a) assign this Lease; or
- (b) sublet the Premises,

the Lessee must give the Lessor a written notice requesting consent and provide the information required under sub-clauses 19.3.

Information from Lessee necessary for assignment of sublease

19.3 The Lessee must, if the Lessee requests the Lessor's consent to an assignment of this Lease or a sublease of the Premises, provide the Lessor with:

- (a) a written application for consent;
- (b) for each proposed assignee or sublessee and any proposed guarantor:
 - (i) their full names and addresses (including, for individuals their current residential addresses); and
 - (ii) any information required by the Lessor to establish:
 - A. the proposed assignee's or sublessee's and guarantor's financial position (including details of any finance they may have, or propose to have, approved); and



- B. the proposed use of the Premises by the proposed assignee or sublessee; and
- C. the business skills of the proposed assignee or sublessee; and
- D. the ability of the proposed assignee or sublessee to operate the business conducted or to be conducted from the Premises.

Grounds for withholding consent for assignment or sublease

19.4 The Lessor must not unreasonably withhold consent to a proposed assignment of this Lease or a proposed sublease of the Premises if:

- (a) the Lessee complies with sub-clauses 19.2 and 19.3;
- (b) the Lessee proves to the Lessor's reasonable satisfaction that the proposed assignee or sublessee:
 - (i) is a suitable, respectable, responsible and financially sound person (with sufficient financial resources) with experience in, and a good reputation for, conducting the business permitted, and to the standard required, under this Lease;
 - (ii) is capable of performing the Lessee's obligations under this Lease;
 - (iii) is adequately capable and skilled to carry on the Lessee's business;
 - (iv) will be, or the business to be conducted by the proposed assignee or sublessee is, compatible with the other occupants of the Building; and
 - (v) intends to use the Premises for a purpose allowed under this Lease; and
- (c) any breach of this Lease has been rectified.

Effecting an assignment or sublease

19.5 Before an assignment of this Lease or subletting of the Premises takes effect:

- (a) the consent of the Lessor in accordance with this clause 19 must have been obtained;
- (b) the Lessor, the Lessee and the proposed assignee or sublessee and any guarantor (if required) must have entered into a consent document relating to the assignment or sublease in such form as the Lessor prepares or approves;
- (c) any guarantee, bond or guarantee and indemnity reasonably required by the Lessor must be given;
- (d) the Lessee must comply, and ensure that the proposed assignee or sublessee complies, with all the Lessor's reasonable requirements in relation to the assignment or sublease (including compliance by the assignee or sublessee with the insurance requirements of this Lease);
- (e) where the assignee is a corporation (except a corporation the voting rights of which are listed on the Australian Stock Exchange) the Lessee obtains the execution of a guarantee of the Lessee's and assignee's covenants on terms acceptable to the Lessor by guarantors acceptable to the Lessor and delivers the guarantee to the Lessor;



- (f) the Lessee must obtain the Lessor's confirmation that the Lessee has obtained any consents it has agreed to obtain;
- (g) any default under this Lease must be remedied;
- (h) the Lessee pays the costs of the preparation, execution and stamping of the deed of assignment and gives the Lessor a duly executed and stamped copy of such deed, a registrable stamped transfer of this Lease, signed by the proposed assignee, and the applicable registration fee;
- (i) the reasonable legal and other expenses incurred by the Lessor in connection with the assignment or sublease must be paid; and
- (j) the assignee pays to the Lessor one (1) month's Rent then payable under this Lease in advance and if the date of assignment is not the first day of a month then the one month's Rent will be for the period commencing on the first day of the month immediately following the date of assignment.

Release on assignment

19.6 The Lessee and the Lessee's Guarantor are released from further obligations under this Lease on assignment of this Lease in accordance with this clause 19, without prejudice to any right or claim the Lessor has against the Lessee or the Lessee's Guarantor arising prior to the assignment.

Change in control of Lessee

19.7 If:

- (a) the Lessee is a company which is neither listed nor wholly owned by a company which is listed on the Australian Stock Exchange; and
- (b) there is a proposed change in the shareholding of the company so that a different person or group of persons will control the composition of the board of directors or more than 50% of the shares giving a right to vote at general meetings,

then the Lessee may not make that change unless it obtains the Lessor's approval and complies with clause 19 as if the person or group of persons acquiring control were the proposed assignee.

Securities

19.8 The Lessee may only create or allow to come into existence a lease or security affecting the Lessor's Property with the Lessor's approval (which may not be unreasonably withheld).

No Concessions

19.9 The Lessee must not grant concessions, franchises or licences to sell or do business on the Premises or any part of them and must not allow any other person or corporation to sell goods or property or provide services on or from the Premises or any part of them:

20. Releases and Indemnities

Occupy at Risk of Lessee

20.1 The Lessee occupies and uses the Premises at its own risk.



Releases

20.2 The Lessee and any person claiming by, through or under the Lessee releases the Lessor, its employees, agents and contractors from any loss, claim, proceeding, injury, damage (including damages for any loss of profits), death, compensation, abatement of any rental or other moneys, costs or expenses or on any other account resulting from:

- (a) any reservation or exercise of any right of the Lessor under this Lease;
- (b) any operation, interruption or cessation of any service to the Premises or to the Building;
- (c) the failure of any equipment or machinery in the Premises or their ineffectual operation;
- (d) the Lessor making or failing to make any repairs, alterations or additions to the Premises or the Building;
- (e) water supply or rain water leaking or flowing into the Premises;
- (f) anything occurring in whole or in part within the Premises; or
- (g) any other cause,

unless caused by the negligent acts or omissions of the Lessor, its employees, agents and contractors.

Indemnity

20.3 The Lessee indemnifies the Lessor, its employees, agents and contractors for any loss, claim, proceeding, injury, damage (including damages for any loss of profits), death, compensation, costs or expenses or on any other account:

- (a) resulting from any act, negligence or default of the Lessee, its employees, agents, contractors, customers, sublessees, licencees or others (with or without invitation) who may be on the Premises, Building or Land;
- (b) occurring in whole or in part within the Premises, except to the extent it is caused by the negligent acts or omissions of the Lessor, its employees, agents and contractors;
- (c) arising from the use of the services in the Premises;
- (d) arising from the water supply or rain water leaking or flowing into the Premises, except to the extent it is caused by the negligent acts or omissions of the Lessor, its employees, agents and contractors; or
- (e) any reservation or exercise of any right of the Lessor under this Lease.

PART D – LESSOR'S RIGHTS

21. Rights of Lessor

Enter Premises

21.1 The Lessor may at all reasonable times, upon giving reasonable notice to the Lessee, enter the Premises and view its state of repair and serve on the Lessee a notice in writing of any defect requiring the Lessee within a reasonable time to repair that defect in accordance with any term of



this Lease.

Permissible Conduct of Lessor

21.2 The Lessor may:

- (a) carry out any works in or to the Premises (including alterations and redevelopment), if the Lessor takes reasonable steps (except in emergencies) to minimise interference with the Lessee;
- (b) utilise any space within the walls or the ceiling of the Building or the Premises to house any appropriate service, or through which to run any appropriate service; and
- (c) enter the Premises at reasonable times and on giving reasonable notice to the Lessee to install, maintain, repair any service or any service which is housed in or runs through the Premises.

Deal with the Land

21.3 The Lessor may grant easements or other rights over the Land.

Lessor may rectify

21.4 The Lessor may, after giving the Lessee reasonable notice, at the cost of the Lessee, do anything which the Lessee should have done under this Lease but which it has not done or which the Lessor reasonably considers it has not done properly.

Agents

21.5 The Lessor may appoint agents or others to exercise any of its rights or perform any of its duties under this Lease.

21.6 If there is any inconsistency between communications from the Lessor's agent and the Lessor, the Lessor's communications take precedence.

22. To-Let Notice & For Sale

Intentionally Deleted

PART E – TERMINATION

23. Resumption for Public Use

23.1 If the whole or any part of the Premises is resumed or taken for any public purpose during the Term then the Lessor may by notice in writing to the Lessee terminate this Lease without penalty, or as agreed in writing between the Parties.

23.2 The termination of this Lease in accordance with sub-clause 23.1 does not prejudice the rights of either party for any prior breach of this Lease.

23.3 The Lessor is not required to pay any compensation to the Lessee if the Lease is terminated in accordance with sub-clause 23.1.

24. Damage to Premises or Building



Damage to Premises or Building

24.1 If the Building or Premises are damaged in a material way or destroyed:

- (a) the Lessee must notify the Lessor as soon as possible of the damage or destruction; and
- (b) the Lessee must repair or restore the Premises or the Building, unless:
 - (i) the Premises or Building is restored or repaired as part of the insurance the Lessor takes out on behalf of the Lessee (in the Outgoings) and the Lessee pays any excess on the insurance; or
 - (ii) otherwise agreed with the Lessor.

25. Default and Termination

Lessor's right to terminate

25.1 The Lessor may terminate this Lease by giving the Lessee written notice or by re-entry if any of the following events occur:

- (a) the Rent or any part of it is in arrears;
- (b) the Lessee is in breach of any obligation to be observed and performed by it under this Lease (other than the payment of the Rent); or
- (c) an Insolvency Event occurs in relation to the Lessee,

and, the Lessee does not remedy the event under this sub-clause 25.1 within 14 days (or such longer period set out in the notice) after receiving written notice from the Lessor (**Termination Notice**) of the event and proposed termination of this Lease.

Abandonment of Premises by Lessee

25.2 If the Lessee ceases to pay the rent and abandons or otherwise vacates the Premises, either with or without the consent of the Lessor, then the Lessor is entitled to:

- (a) accept the keys for the Premises;
- (b) without further notice to the Lessee, enter the Premises at any time for the purpose of renovating, restoring, altering, cleaning and securing the Premises and conducting any prospective tenant or other occupier through;
- (c) inspect the Premises;
- (d) to advertise the Premises for re-letting; or
- (e) do any one or more of those things.

25.3 The Lessor conduct under sub-clause 25.2 does not constitute acceptance of any breach or repudiation by the Lessee nor a surrender by operation of law.

Termination acknowledgement

25.4 The Lessee acknowledges:

- (a) the 14 days referred to in the Termination Notice is a reasonable period of time to remedy a breach of this Lease; and
- (b) an event in sub-clause 25.1 justifies termination of this Lease.

26. Essential Terms

Compliance with Essential Terms

26.1 The Lessor's waiving or deferring of compliance with the Essential Terms from time to time does not excuse the Lessee from future compliance with them.

Lessor's right to compensation

26.2 In addition to any rights the Lessor has to terminate this Lease or to re-enter the Premises, the Lessee must compensate the Lessor for any loss the Lessor suffers, including rent for the balance of the Term if:

- (a) the Lessee breaches an Essential Term;
- (b) the Lessor exercises its right to terminate this Lease; or
- (c) the Lessor re-enters the Premises.

PART F – OTHER

27. Lessee's Environmental Warranty

Warranty

27.1 The Lessee agrees with and warrants to the Lessor, that the Lessee will not at any time:

- (a) use the Land or the Premises for or carry on upon the Land or the Premises any business, method or manner of manufacturing or fabrication, means of production or other activity which creates or leads to the creation of any hazardous materials;
- (b) allow any hazardous materials to escape from or be emitted from the Land or the Premises;
- (c) contaminate or pollute the Land or Premises or any other property, real or personal, or any part of the environment with any hazardous materials;
- (d) do or cause to be done anything on the Land or the Premises which would result in any council or government authority issuing any notice, direction or order requiring any clean up, decontamination, remedial action or making good under any environmental legislation; or
- (e) do or cause to be done anything on the Land or the Premises which would constitute a violation or contravention of any environmental legislation.

27.2 The Lessee indemnifies and keeps indemnified the Lessor against all claims, demands, suits, proceedings, losses, costs, expenses, penalties or damages which are:

- (a) brought, claimed, issued, or assessed against the Lessor or any property of the Lessor; or



(b) payable or suffered by the Lessor,

as a result of a breach by the Lessee of the warranty set out in this clause 27.

28. Subdivision – Land Titles Act 1925

28.1 Where the Lessor desires to apply to the Minister for approval of proposals for the subdivision of the whole of the Land of which the Premises form part and to register a plan in respect of such subdivision pursuant to the *Land Titles Act 1925* with the Registrar of Titles, then the parties covenant and agree as follows:

- (a) The Lessee must immediately upon request by the Lessor execute all such documents as may be required to be executed by the Lessee to enable the Lessor to obtain registration of the Plan.
- (b) The above request must be accompanied by:
 - (i) the documents to be executed; and
 - (ii) a copy of the plan which the Lessor proposes to register.
- (c) The Lessee must immediately upon signing such documents deliver them to the Lessor and for the purpose of enabling registration of the plan must either deliver to the Lessor or produce to the Registrar-General the registered duplicate copy of this Lease.
- (d) The Lessor must on and from the date of registration of the plan at its own cost and expense grant to the Lessee and the Lessee must accept a new sublease of the Premises for the remainder of the term of this Lease and otherwise upon the same terms and conditions as are contained in this Lease.
- (e) The Lessee may make no objection or claim compensation in respect of:
 - (i) any minor variation between the Premises and the premises in the proposed plan which is required by the Minister or by the Registrar-General for the purposes of registering the plan; or
 - (ii) any variation between any other adjoining or nearby premises and the proposed plan.
- (f) The Lessee and the guarantor (if any) covenant to execute such new sublease in duplicate their respective capacities and deliver the same in duplicate to the Lessor for execution and stamping.
- (g) The Lessor must pay the Lessee's reasonable legal and other costs charges and expenses of an incidental to the preparation, completion, stamping, and registration of the documents referred to in (a) above and the sublease referred to in (d) above deduction therefrom of the Lessee's entitlement (if any) to a refund of all stamp duty paid in respect of the lease.
- (h) If the Lessee neglects or refuses to sign any document upon request under this clause the Lessee irrevocably appoints the Lessor its true and lawful attorney to sign all consents, deeds, documents and notices as may be required to obtain registration of the plan in the name of the Lessee.
- (i) If the Lessee neglects or refuses to deliver or produce the registered duplicate of this Lease as required above, the Lessee must pay the Lessor any damages it suffers thereby and all its costs on a solicitor/client basis in enforcing such delivery or production.



29. Subdivision – Land Titles (Unit Titles) Act 1970

29.1 Where the Lessor desires to apply to the Minister for approval for proposals for the subdivision of the whole of the Land of which the Premises forms part pursuant to the *Land Titles (Unit Titles) Act 1970* and to register a Units Plan in respect of such subdivision with the Registrar of Titles then the parties to this Lease hereby covenant and agree as follows:

- (a) The Lessee must immediately upon request by the Lessor execute all such documents as may be required to be executed by the Lessee to enable the Lessor to obtain registration of the units plan.
- (b) The above request must be accompanied by:
 - (i) the documents to be executed; and
 - (ii) a copy of the units plan which the Lessor proposes to register.
- (c) The Lessee must immediately upon signing such documents deliver them to the Lessor and for the purpose of enabling registration of the units plan will either deliver to the Lessor or produce to the Registrar-General the registered duplicate copy of this Lease.
- (d) The Lessor must on and from the date of registration of the units plan at its own cost and expense grant to the Lessee and the Lessee shall accept a new sublease of the Premises for the remainder of the term of this Lease and otherwise upon the same terms and conditions as are contained in this Lease.
- (e) The Lessee may make no objection or claim compensation in respect of:
 - (i) any minor variation between the Premises and the premises in the proposed plan which is required by the Minister or by the Registrar-General for the purposes of registering the units plan; or
 - (ii) any variation between any other adjoining or nearby premises and the proposed units plan.
- (f) The Lessee and the Guarantor (if any), covenant to execute such new sublease in duplicate their respective capacities and deliver the same in duplicate to the Lessor for execution and stamping.
- (g) The Lessor must pay the Lessee's reasonable legal and other costs charges and expenses of an incidental to the preparation, completion, stamping, and registration of the documents referred to in (a) above and the sublease referred to in (d) above deduction therefrom of the Lessee's entitlement (if any) to a refund of all stamp duty paid in respect of the lease.
- (h) If the Lessee neglects or refuses to sign any document upon request under this clause the Lessee irrevocably appoints the Lessor its true and lawful attorney to sign all consents, deeds, documents and notices as may be required to obtain registration of the Plan in the name of the Lessee.
- (i) If the Lessee neglects or refuses to deliver or produce the registered duplicate of this Lease as required above the Lessee must pay the Lessor any damages it suffers thereby and all its costs on a solicitor/client basis in enforcing such delivery or production.

30. Asbestos

30.1 The Lessee must not, without the Lessor's prior consent in writing, bring onto or cause to be brought



onto the Land, any asbestos or asbestos product.

- 30.2 The Lessee must, if and when it becomes aware of asbestos or asbestos product on the Land or in the Building, other than asbestos indicated in the building report provided by the Lessee, advise the Lessor in writing as soon as possible.
- 30.3 The Lessee is responsible for notifying all its employees and workers of any asbestos on the Premises as disclosed by the Lessor and indemnities the Lessor for any claim arising against the Lessor as a result of the Lessee's failure to do so.
- 30.4 If as a result of the presence of asbestos or asbestos product on the Land or in the Building, the Lessee is required by any authority to vacate part or all of the Premises, and provided always that the Lessor was not aware of the presence of that asbestos at the Commencement Date, the Lessor is not liable to the Lessee for any loss or damage whether consequential or otherwise, arising directly or indirectly from the Lessee's need to vacate the Premises or part of the Premises.
- 30.5 Provided always that the Lessee has not authorised or contributed to the bringing of asbestos or asbestos product onto the Land, rent for the period of time during which the Lessee must vacate the Land pursuant to sub-clause 30.4 above will not abate, unless and until the Lessee has obtained from the Magistrate Court and order to the effect that the rent will abate or that the Lessee will pay a lower rent and/or outgoings than is required under this Lease.
- 30.6 Sub-clause 30.5 above does not apply to the extent (if any) to which the Lessor and Lessee agree to the non-payment or reduced payment of rent or outgoings as a result of the Lessee's inability to occupy the whole of the Premises.

PART G – GENERAL

31. Notices

- 31.1 Notices must be in writing and in English, and may be given by an authorised representative of the sender.
- 31.2 Notice may be given to a person:
- (a) personally;
 - (b) by leaving it at the person's address last notified;
 - (c) by sending it by mail to the person's address last notified;
 - (d) by sending it by facsimile to the person's facsimile number last notified; and
 - (e) by sending it by email to the person's email address last notified.
- 31.3 Notice is deemed to be received by a person:
- (a) when left at the person's address;
 - (b) if sent by mail, 3 Business Days after posting; and
 - (c) if sent by facsimile or email, at the time and on the day shown in the sender's transmission report, if it shows that the whole notice was sent to the person's facsimile number or email address last notified.



31.4 If the notice is deemed to be received on a day which is not a Business Day or after 5pm, it is deemed to be received at 9am on the next Business Day.

31.5 If two or more people comprise a party, notice to one is effective notice to all.

32. General Provisions

Rules and Regulations

32.1 The Lessor may make rules and regulations which are not inconsistent with the Lessee's rights under this Lease and which in its judgement are required for:

- (a) the safety care and cleanliness of the Premises;
- (b) the preservation of good order in the Premises; and
- (c) for the comfort of the occupiers of the Building.

32.2 The Lessee must observe perform and comply with all such rules and regulations under sub-clause 32.1 upon receipt of them.

No Deduction, Set Off

32.3 Any monies payable by the Lessee under this Lease must be paid by the Lessee regardless of any set off, cross claim or deduction it may claim against the Lessor and regardless of any dispute which may arise between the parties out of the terms and conditions of this Lease.

Power of Attorney

32.4 The Lessee irrevocably appoints the Lessor to act as the Lessee's Attorney at any time after the power to re-enter contained in this Lease has been exercised.

32.5 The Lessor as the Lessee's Attorney may execute and sign a surrender of this Lease after:

- (a) the Lessee vacates or abandons the Premises; or
- (b) the Lessor has become entitled to terminate this Lease.

No Commitment

32.6 The Lessee represents and acknowledges that:

- (a) no promise or representation was made by the Lessor or any of its representatives in relation to the potential profitability of the Lessee's business;
- (b) the Lessor may lease other premises within the Building for the same use as or similar or competing uses to the Permitted Use; and
- (c) the documents referred to in sub-clause 32.7 disclose all relevant facts within the Lessee's knowledge which were material to the Lessee entering into this Lease and there is no other information provided by the Lessor which has influenced the Lessee's decision to sign this Lease.

Whole Lease



32.7 This Lease embodies the whole agreement between the parties relating to the subject matter of this Lease and supersedes any and all oral and written negotiations and communications by or on behalf of any of them.

32.8 Subject to sub-clause 32.9, each party:

- (b) has relied on their own enquiries in deciding to sign this Lease; and
- (c) has not relied on any warranties, representations, or statements of any kind in deciding to sign this Lease.

32.9 Sub-clause 32.8 does not apply to the warranties and representations expressly given under this Lease.

32.10 No variation to this Lease is valid unless in writing and signed by all parties.

Waiver of Breach

32.11 A party waives a right under this Lease only by giving written notice that it waives that right.

32.12 A waiver is limited to the instance referred to in the writing (or if no instance is referred to in the writing, to past instances).

32.13 A right is not impaired or waived by:

- (a) a failure to exercise that right;
- (b) a delay in exercising that right;
- (c) a partial exercise of that right;
- (d) a previous exercise of that right; or
- (e) negotiations between the Parties.

Governing Law

32.14 This Lease is governed by the laws of the Australian Capital Territory.

32.15 The parties irrevocably submit to the exclusive jurisdiction of the courts of the Australian Capital Territory.

32.16 No party may object to the jurisdiction of any of those courts on the ground that it is an inconvenient forum or that it does not have jurisdiction.

No Agency Relationship

32.17 The relationship between the Lessor and the Lessee is that of lessor and lessee, and any other relationship (including that of partnership, joint venture and principal and agent) is negated.

Severance



32.18 If all or any part of any provision of this Lease is invalid or unenforceable then:

- (a) that provision is severed from this Lease to the extent necessary to remove the invalidity or illegality; and
- (b) the remaining provision of this Lease remain valid and enforceable.

Moratorium Negatived

32.19 To the fullest extent permitted by law, the application of any statute (whether present or future) to this Lease having the effect of extending or reducing the Lease Term, reducing or postponing the payment or amount of any rent or other moneys or otherwise adversely affecting in the sole opinion of the Lessor the operation of this Lease is excluded and negatived.

Change of Lessor

32.20 If the Lessor deals with its interest in the Land so that another person becomes the lessor, the Lessee releases the Lessor from any obligation under this Lease arising after the day the other person acquires the Lessor's interest.

Consent by Lessor

32.21 Where under this Lease the Lessor's consent is required such consent:

- (a) must be in writing; and
- (b) may be withheld or given with or without conditions by the Lessor in its absolute discretion unless otherwise specifically provided under this Lease.

Benefit of Covenants

32.22 If any person other than the Lessor becomes entitled to receive any rent or other moneys payable under this Lease whether by operation of law or by direction of the Lessor or otherwise, such person has without further written agreement, the benefit concurrently with the Lessor of all covenants:

- (a) of the Lessee and the Guarantor under this Lease; and
- (b) under any other document executed by the Lessee and the Guarantor or any of them in favour of the Lessor in connection with this Lease.

32.23 The Lessee and the Guarantor or such of them as the Lessor may require must at the cost of the Lessor enter into such covenants with the Lessor and such other person or any of them as the Lessor may require in confirmation of the same.

No Merger

32.24 The terms of this Lease capable of having effect after termination or expiry of this Lease do not merge on termination and continue to have full effect.

Trustee Provisions

32.25 If the Lessee and the guarantor or any of them enters into or otherwise at any time holds this Lease as a trustee of any trust (**Lessee's Trust**), then whether or not the Lessor has any notice (actual or constructive) of the Lessee's Trust, the following apply:



- (a) the Lessee warrants that it has full power under the Lessee's Trust to enter into and perform its obligations and liabilities under this Lease;
- (b) the obligations and liabilities of the Lessee and the Guarantor under this Lease extend to the fund and any other assets of the Lessee's Trust (**Trust Fund**);
- (c) the Lessee and the Guarantor shall on the written demand or direction of the Lessor exercise all rights of indemnity that the Lessee and the Guarantor or any of them may at any time have against the Trust Fund and any beneficiaries or unit holders of the Lessee's Trust or any of the same for the benefit of the Lessor;
- (d) the Lessee and the Guarantor shall be and remain liable under this Lease both in their relevant personal capacities and as a trustee of the Lessee's Trust; and
- (e) the Lessee shall produce the original stamped trust deed and all documents evidencing the Lessee's Trust and the Trust Fund to the Lessor within fourteen (14) days of written request for the same by the Lessor.

32.26 If the Lessor holds the reversion of this Lease as a trustee (**Lessor's Trust**), whether disclosed or not, the liability of the Lessor is limited to the assets of the Lessor's Trust, the Lessor is only liable under this Lease in its capacity as trustee of the Lessor's Trust, and the Lessor has no personal liability under this Lease.

No Caveats

32.27 The Lessee must not lodge a caveat against the Land.

PART H – SPECIAL CONDITIONS

33. Special Conditions

Application of Leases (Commercial and Retail) Act 2001

33.1 The *Leases (Commercial and Retail) Act 2001* (ACT) does not apply to this Lease.

Application of Residential Tenancy Act

33.2 The *Residential Tenancy Act 1997* (ACT) does not apply to this Lease.

33.3 If for any reason, the *Residential Tenancy Act 1997* (ACT) applies this Lease, then:

- (a) the Parties must apply to the ACT Civil and Administrative Tribunal to endorse any terms of this Lease which is inconsistent with the *Residential Tenancy Act 1997* (ACT);
- (b) the Parties must do everything reasonably possible to have this Lease endorsed by the ACT Civil and Administrative Tribunal;
- (c) the Lessee agrees to any terms of this Lease which is inconsistent with the *Residential Tenancy Act 1997* (ACT); and
- (d) if the Lessor may not charge the Lessee for Outgoings, the Rent increases by the amount of Outgoings payable in each year.

Reduction of the Premises

33.4 The Lessor may, at its sole discretion, reduce the size of the Premises by written notice to the Lessee.

33.5 The Rent and Outgoings remain the same even if the size of the Premises is reduced.

Land Management Agreement

33.6 The Lessee must comply with the Lessor's obligations contained in the Land Management Agreement.

Heritage Building


33.7 If the Building is a heritage listed building, the Lessee must comply with any laws relating to heritage listed buildings.



EXECUTED AS A DEED on the *twenty second day of June* 2011.

EXECUTED
by an authorised delegate of the Land
Development Agency ABN 20 419 925 579
in the presence of:


Signature of Witness


Print name of Witness

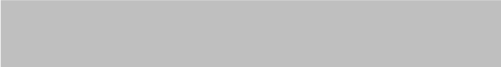

Signature of delegate

~~CHRIS REYNOLDS~~
General Manager
Name of delegate
Development
Land Development Agency


SIGNED, SEALED AND DELIVERED

in the presence of:


Signature of Witness


Print name of Witness



SIGNED, SEALED AND DELIVERED
by 
in the presence of:


Signature of Witness


Print name of Witness

