

LAND TITLES

OFFICE OF REGULATORY SERVICES
ACT Justice and Community Safety Directorate

SUBLEASE

Land Titles Act 1925

**ACT**
Government

Justice and Community Safety

Form 072 - SL

LODGING PARTY DETAILS

Name	Postal Address	Contact Telephone Number
TRINITY LAW	GPO Box 2705, Canberra City ACT 2601 (02) 61695050	

TITLE AND LAND DETAILS

Volume & Folio	District/Division	Section	Block	Unit
1954:83	Belconnen		1491, 1492 & 1587	

FULL NAME OF LESSOR/OWNER (Surname Last)
(ACN required for all companies)

Land Development Agency ABN 20 419 925 579

FULL POSTAL ADDRESS OF LESSOR

TransACT House, 470 Northbourne Avenue, Dickson ACT 2602

FULL NAME OF LESSEE/TENANT (Surname Last)
(ACN required for all companies)

FULL POSTAL ADDRESS OF LESSEE

TENANCY OF LESSEE (Only complete if more than one Lessee)

Joint Tenants

AREA BEING LEASED

 Whole of the Land **OR** Site 1 on SLP

SUBLEASE COMMENCEMENT DATE

30 August 2016

SUBLEASE TERMINATION DATE

29 August 2026

CONDITIONS (Tick whichever is applicable – At least one box will apply)

The covenants implied at sections 119 and 120 of the *Land Titles Act 1925* are hereby negated. The provisions set forth in the registered Memorandum of Provisions (MOP) to be incorporated herein / as modified by annexure as attached. Please provide registered MOP number below. The covenants and conditions set out in the annexure attached are deemed to be incorporated Provide registered MOP number



ACT

Government

Justice and Community Safety

LAND TITLES
OFFICE OF REGULATORY SERVICES
ACT Justice and Community Safety Directorate

SUBLEASE

Form 072 - SL

Land Titles Act 1925

IMPORTANT INFORMATION

This form is to be used to lodge a sublease under the *Land Titles Act 1925* (the Act). You can access the Act at www.legislation.act.gov.au. You may also obtain further information and forms at www.ors.act.gov.au.

PRIVACY INFORMATION

The Act authorises the Registrar-General to collect the information required by this form. The Registrar-General provides identifiable information to various agencies including, but not limited to, the Environment and Planning Directorate, the Chief Minister, Treasury and Economic Directorate, Canberra Connect and ACTEWAGL for conveyancing, municipal account administrative, statistical and valuation purposes. These agencies may also use this information to prepare and sell property sales reports to commercial organisations concerned with the development, sale or marketing of land.

CONTACT INFORMATION

Lodge in person at the **Office of Regulatory Services:** **255 Canberra Avenue, Fyshwick ACT 2609**
Office Hours: **9:00am to 4:30pm Monday to Friday**
General enquiries telephone number: **(02) 6207 0491**
Website address: **www.ors.act.gov.au**

INSTRUCTIONS FOR COMPLETION

- A Sublease is required to be marked by ACT Revenue if it has a term greater than 30 years (for Commercial Purposes).
- The certificate of title or production of title consenting to the registration of this document is required for lodgement.
- All information should be typed or clearly printed. If completing this form by hand please use a solid black pen only.
- This office will not accept lodgement of this form if it is not completed in full.
- Any alteration to information provided on this form must be struck through with a black pen. Substitute information must be clear and all parties must sign in the margin. Do not use correction fluid or tape.
- Ensure all required documents are attached. If there is insufficient space in any panel, please use an Annexure Sheet.
- Execution by:
 - a) **A Natural Person** – Should be witnessed by an adult person who is not a party to the document.
 - b) **Attorney** – if this document is executed by an Attorney pursuant to a registered power of attorney, it must set out the full name of the attorney and the form of execution must indicate the source of his/her authority e.g. "AB by his/her attorney XY pursuant to Power of Attorney ACT Registration No..... of which he/she has no notice of revocation". (This execution requires a witness).
 - c) **Corporation** – Section 127 of the *Corporations Act* provides that a company may now validly execute a document with or without using a Common Seal if the document is signed by:
 - i. Two directors of the company;
 - ii. A director and a secretary of the company; or
 - iii. Where the company is a proprietary company and has a sole director who is also the sole company secretary, that director. (This execution does not require a witness).
- The following forms of execution are suggested –
 - a) **With A Common Seal**
The common seal of ABC Pty Ltd/Ltd ACN.....
was affixed in the presence of-
.....(signature)
.....(director/secretary)*
(*repeat if necessary i.e. if two directors signing. If signing as sole director and sole secretary, state 'director/secretary') - (This execution does not require a witness).
 - b) **Without A Common Seal**
Signed by ABC Pty Ltd/Ltd ACN.....
.....(signature)
.....(director/secretary)*
(*repeat if necessary i.e. if two directors signing. If signing as sole director and sole secretary, state 'director/secretary') - (This execution does not require a witness).

CONSENTING PARTY – SUPPORTING DOCUMENTATION

(One form required for each party required to consent)

Please complete and attach – Form 042 – C – Consent

LESSOR'S EXECUTION

Print full name of Lessor

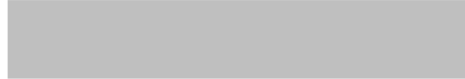
Executed by Land Development Agency ABN 20 419 925 579 by an authorised delegate:



Name of delegate DANIEL BAILEY
Position of delegate EXECUTIVE DIRECTOR
Position number of delegate E822

Signature or common seal of Lessor

Print full name and address of witness



Level 6, 12 Moore St
Canberra ACT 2601

Signature of witness



LESSEE'S EXECUTION

Print full name of Lessee

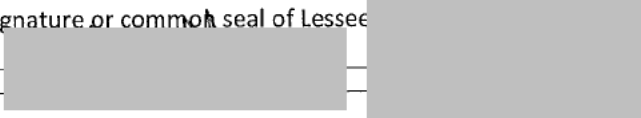


Address



Address

Signature or common seal of Lessee



Print full name and address of witness



Signature of witness



DATE

20 SEPTEMBER 2016

OFFICE USE ONLY

Lodged by		Certificate of title lodged	
Data entered by		Certificates attached to title	
Registered by		Attachments / Annexures	
Registration date		Production number	



ACT
Government

Justice and Community Safety

LAND TITLES
OFFICE OF REGULATORY SERVICES
ACT Justice and Community Safety Directorate

ANNEXURE

Form 029 - ANN

Land Titles Act 1925

TITLE AND LAND DETAILS				
Volume & Folio	District/Division	Section	Block	Unit
1954:83	Belconnen		1491, 1492 & 1587	

ANNEXURE TO (insert dealing type)	TOTAL NUMBER OF PAGES IN ANNEXURE
Sublease form 072 - SL	

PARTIES TO DOCUMENT (Please state all parties this annexure relates to/supports)
Land Development Agency ABN 20 419 925 579 and [REDACTED]



ACT
Government

SUBLEASE ANNEXURE

Date

Parties

LAND DEVELOPMENT AGENCY
ABN 20 419 925 579



BLOCK 1491, 1492 AND 1587
BELCONNEN

Prepared by

Act Government Solicitor
Level 6, 12 Moore Street
Canberra City ACT 2601
Ph: 6207 0666
Fax: 6207 0539
Ref: AG:630797

Version

Final 29 August 2016

CONTENTS

1.	Interpretation	3
2.	Sublease.....	7
3.	Option to renew	7
4.	Rent.....	8
5.	Other Payments.....	8
6.	Air-Conditioning and Heating.....	9
7.	Legal Costs and Disbursements.....	9
8.	Bond	10
9.	Use of Premises	11
10.	Alterations and Fitout.....	13
11.	Repairs, Maintenance and Replacement.....	14
12.	Insurance.....	16
13.	Indemnity and Release.....	17
14.	Quiet Enjoyment.....	18
15.	Damage or Destruction to the Premises	18
16.	Assignment.....	20
17.	Default and Re-entry.....	20
18.	Fixtures Remaining after Breach	22
19.	No Compensation.....	22
20.	Essential Terms	22
21.	Rules	24
22.	Superior Lease	24
23.	GST	24
23.1	GST definitions	24
24.	Application of RT Act	25
25.	Special conditions.....	26
26.	Miscellaneous.....	26
27.	Land Management Agreement	27
	Schedule 1	28
	Schedule 2.....	30
	Schedule 3 – Rules.....	32
	Schedule 4 – Rent Review.....	33

PARTIES: **LAND DEVELOPMENT AGENCY ABN 20 419 925 579**, an agency established by section 31 of the *Planning and Development Act 2007 (ACT)* (**Lessor**).

[REDACTED]
[REDACTED] (**Lessee**).

IT IS AGREED by the parties as follows:

1. Interpretation

1.1 Definitions

In this Sublease unless the context otherwise requires:

- | | |
|--------------------------------|---|
| Access Area | means that part of the Premises marked as the Access Area on the plan set out in Exhibit A. |
| Agricultural Sublease | Means the rural sublease to the Lessee over Blocks 1491, 1492, 1587 Division of Belconnen other than Site 1, Site 2 and Site 3 |
| Air-Conditioning System | means the plant, equipment, machinery or ducting for heating, cooling and/or circulating air supplied by the Lessor. |
| Building | means any building or dwelling on the Land in which the Premises are located. |
| Bond | means a bond provided by the Lessee in the amount specified in Item 16. |
| Commencement Date | means the date set out in Item 5. |
| Contact Officer | means, in relation to each party, the representative whose name and contact details are specified in Item 15, or as notified in writing from time to time by one party to the other. |
| General Charges | means those items set out in section 3 of Schedule 2. |
| Insolvency Event | means: <ul style="list-style-type: none">(a) in respect of a natural person:<ul style="list-style-type: none">(i) any orders or agreements made in respect of the affairs of the person in accordance with the <i>Bankruptcy Act 1966</i>; or(ii) in the reasonable opinion of the Territory the |

person is likely to be declared bankrupt or lose control of the management of their financial affairs; or

- (b) in respect of all other entities:
 - (i) any of the events listed in s459C of the *Corporations Act 2001* occur in respect of the entity; or
 - (ii) any other event occurs which, in the reasonable opinion of the Territory is likely to result, or has resulted, in the:
 - (a) insolvency;
 - (b) winding up; or
 - (c) appointment of a controller (as that term defined in the *Corporations Act 2001*) in respect of part or all of the assets.

Item	means an item in Schedule 1.
Land	means the land described in Item 2.
Leases Act	means the <i>Leases (Commercial and Retail) Act 2001</i> (ACT) as amended or varied from time to time.
Lessee	means the person or organisation named in Item 1 and, if a natural person or persons, their respective executors, administrators and permitted assigns, and if a company or incorporated association, its successors and permitted assigns.
Lessee's Improvements	means each of the following, as applicable: <ul style="list-style-type: none">(1) any improvements including buildings or other structures:<ul style="list-style-type: none">(a) constructed or placed in or on the Premises by the Lessee; or(b) constructed or placed in or on the Premises at the Lessee's expense and/or direction;(2) any fittings or fixtures erected or installed on the Premises by the Lessee including any partitions or devices for heating or cooling or fire prevention;(3) any light bulbs, light fittings, fluorescent tubes or

other illuminating devices in the Premises; or

- (4) anything in or on the Premises which is not Lessor's Improvements.

Lessor means the Land Development Agency its successors and assigns.

Lessor's Improvements means all improvements in existence on the Premises as at the Commencement Date including each of the following, as applicable:

- (1) the physical structure of the Buildings erected on the Premises supplied by the Lessor, including the roof, walls, ceilings and lifts;
- (2) any improvements forming part of the Premises erected at the expense of the Lessor;
- (3) any fittings, fixtures, or goods in or on the Premises erected, installed or placed by the Lessor; or
- (4) any systems installed in the Premises by the Lessor including the Air-Conditioning System and fire and sprinkler systems.

Option Term means a sublease for a further term for the period set out in Item 13.

Premises means the premises described in Item 3.

Prescribed Insurer means an insurer that is authorised by the Australian Prudential Regulation Authority to conduct new or renewal insurance business in Australia and is rated AA or better by Standard and Poors.

Rent is the rent per annum in Item 7 as varied from time to time in accordance with this Sublease.

Rent Review Dates means the dates set out in Item 8(a).

RT Act means the *Residential Tenancies Act 1997* (ACT) as amended or varied from time to time.

Rules means the rules attached in Schedule 3.

Schedule means any schedule forming part of this Sublease.

Service Charges means those items set out in section 2 of Schedule 2.

Site 1 means that part of the Premises marked as Site 1 on the plan set out in Schedule 7.

Site 2	means that part of the Premises marked as Site 2 on the plan set out in Schedule 7.
Site 3	means that part of the Premises marked as Site 3 on the plan set out in Schedule 7.
Statutory Outgoings	means those items set out in section 1 of Schedule 2.
Sublease	means this agreement and all Schedules and attachments.
Term	means the term specified in Item 4, or if extended under clause 2.2, the initial term and the extended term.
Territory	means: <ul style="list-style-type: none"> (1) when used in a geographical sense, the Australian Capital Territory; and (2) when used in any other sense, the body politic established by section 7 of the <i>Australian Capital Territory (Self-Government) Act 1988</i> (Cth).

1.2 General

In this Sublease, unless a contrary intention is expressed:

- (1) references to legislation or to provisions in legislation include references to amendments or re-enactments of them and to all regulations, determinations and instruments issued under the legislation;
- (2) words importing a gender include the others; words in the singular number include the plural and vice versa; and where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (3) “include” is not to be construed as a word of limitation;
- (4) headings have no effect on the interpretation of the provisions;
- (5) an obligation imposed by this Sublease on more than one person binds them jointly and severally;
- (6) words and expressions importing natural persons include body corporates, associations, government and local authorities and agencies;
- (7) any provisions in a Schedule form part of this Sublease; and
- (8) the parties will not be bound by the standard provisions referred to in

section 20(3) of the Leases Act.

2. Sublease

2.1 Grant

From the Commencement Date, the Lessor grants a Sublease over the Premises to the Lessee for the Term, at the Rent on the terms set out in this Sublease.

2.2 Holding Over

2.2.1 If the Lessee continues to occupy the Premises after the expiration of the Term, with the consent of the Lessor, the Lessee:

- (1) is a monthly lessee;
- (2) at the monthly Rent applying at the end of the Term, reviewed annually on the day referred to in Item 8(a) in accordance with the method of review set out in Item 8(b), and calculated in accordance with the formula set out in Schedule 4; and
- (3) occupies the Premises upon the conditions of this Sublease.

2.2.2 The monthly tenancy may be ended by either party giving one month's written notice to the other and the notice may be given at any time.

2.3 Term of Sublease dependant on continued residence of [REDACTED]

2.3.1 The Lessee must promptly notify the Lessor:

- (1) If neither [REDACTED] use the Land, or any part of the Land, as their primary place of residence for a continuous period of more than three months; or
- (2) upon the death of both [REDACTED]

2.3.2 Either party may terminate this Sublease by providing 30 days written notice to the other party without breach and without any rights to compensation if either event in clause 2.3.1(1) or 2.3.1(2) occurs.

3. Option to renew

3.1.1 This clause applies if Item 13 has been completed with an Option Term and the Lessee wishes to take a further sublease of the Premises for that Option Term after the expiry of the Term.

3.1.2 The right to exercise the option under this clause is conditional upon the Lessee:

- (1) punctually paying the Rent and observing the covenants throughout the

Term;

- (2) not being in breach of the sublease at the time of exercise of the option;
and
- (3) serving on the Lessor, written notice no more than six months but no less than three months before the date of expiry of the Term.

3.1.3 Subject to clause 3.1.2, the Lessee may, by service of the notice referred to in this clause, accept the offer by the Lessor to grant a renewal of a sublease and the new sublease will issue for the Option Term, at a rental to be reviewed in accordance with the provisions of Schedule 4 and upon terms and conditions then appearing in any standard sublease issued by the Lessor at that time, provided that the new sublease will not include this clause.

4. Rent

4.1 Rent

The Lessee must pay the Rent if and when requested by the Lessor.

4.2 Review of Rent

The Rent will be reviewed on the Rent Review Dates in accordance with the corresponding method of rent review in Item 8(b) and in accordance with Schedule 4.

4.3 Interest on Overdue Monies

- 4.3.1 If the Rent or any other monies payable by the Lessee are not paid by the due date, then the Lessee must pay to the Lessor interest at the rate per annum shown in Item 14 on those monies from the date on which they fall due until the date of payment or recovery.
- 4.3.2 The Lessor is entitled to recover the interest from the Lessee as if it was Rent in arrears. Nothing in this clause restricts or prejudices any right of the Lessor in respect of the monies due.

5. Other Payments

5.1 Statutory Outgoings, Service Charges, General Charges

5.1.1 Subject to Clause 5.1.2 the Lessee must promptly pay:

- (1) all charges for gas, electricity, oil and water separately metered or supplied and consumed in or on the Premises;
- (2) all charges in respect of any telephone or other communication services connected to the Premises; and
- (3) all other charges for the supply of any service separately supplied to the

Premises.

- 5.1.2 If water and/or electricity consumption is not separately metered to the Premises, the Lessee must pay a proportion of the amount of consumption charges metered to the Land as the Lessor deems appropriate, acting reasonably, having regard to the size of the Premises, other occupants on the Land, the respective use by all occupants on the Land (including the Lessee) and any other factor which is relevant.
- 5.1.3 The Lessee must, within 30 days of receipt of a written request from the Lessor, pay to the Lessor all charges and expenses for Statutory Outgoings, Service Charges and General Charges that are payable by the Lessee as set out in Schedule 2. For convenience, the respective percentage of contributions to be met by each party is specified in Schedule 2. Where there is any discrepancy between the provisions of this clause and Schedule 2, the provisions of Schedule 2 will apply.

6. Air-Conditioning and Heating

6.1 No interference

The Lessee will not do or permit or suffer to be done, anything which, in the reasonable opinion of the Lessor, might interfere with or impair the efficient operation of the Air-Conditioning System.

6.2 Failure of Air-Conditioning System

Should the Air-Conditioning System fail to function for any reason, the Lessee will not, by reason of any such failure, be entitled to terminate this Sublease, nor will the Lessee have any right of action or claim for compensation or damages against the Lessor.

6.3 Maintenance and repair of Air-Conditioning System

The Lessee must maintain and repair the Air-Conditioning System.

7. Legal Costs and Disbursements

7.1 Cost of Sublease preparation

The Lessor and Lessee will each bear their own costs (including legal costs and disbursements) in relation to the negotiation, preparation and execution of this Sublease.

7.2 Stamp duty

The Lessor will pay all stamp duty (if any is payable) assessed with respect to the Sublease.

7.3 Lessee's additional costs

In addition to all costs and expenses for which the Lessee is liable at law or in equity to pay, the Lessee will pay to the Lessor, on demand, the Lessor's reasonable costs and expenses (including reasonable legal costs assessed on a solicitor and client basis and registration fee and taxes, which may be payable):

- (1) for, and incidental to, any variation, surrender or termination of this Sublease except if terminated in accordance with Clause 2.3;
- (2) in respect of any consent by the Lessor required under this Sublease;
- (3) incurred by or on behalf of the Lessor in consequence of, or arising out of, any default in the due observance or performance of any covenant or obligation on the part of the Lessee;
- (4) incurred by the Lessor in consequence of any request of, or application by, the Lessee; or
- (5) incurred by the Lessor as a result of the exercise, of any of the Lessor's rights or powers.

7.4 Registration costs

The Lessee must pay all costs for:

- (1) registration of this Sublease; and
- (2) preparing and registering a subleasing plan to define the Premises subject to any amendments required by the Lessor..

8. Bond

8.1 Provision of Bond

If the Lessor requires payment of a Bond, the Lessee must deliver the Bond to the Lessor on or before the Commencement Date.

8.2 Use of Bond

The Lessor may use the Bond if the Lessee does not comply with any of its obligations under this Sublease (including any extension or holding over), and the Lessor may have recourse to the Bond without notice to the Lessee.

8.3 Return of bond

Within 30 days of the expiry of this Sublease (or any holding over, renewal or extension of this Sublease) or the Lessee vacating the Premises, whichever is the later, the Lessor must repay to the Lessee, the Bond (or so much as the Lessor has not previously called upon).

8.4 Bank guarantee

In substitution for the Bond, the Lessee may elect to provide an unconditional and irrevocable written undertaking by a bank, in favour of the Lessor and containing terms and conditions reasonably required by the Lessor for the same amount.

8.5 Additional bond or bank guarantee

If the Lessor has recourse to any amount of the Bond or calls on the bank guarantee, then, no later than seven days after the Lessor gives the Lessee a notice asking for it, the Lessee must deliver to the Lessor an amount equal to the Bond moneys called upon or a replacement or additional bank guarantee so that the amount guaranteed is equal to the amount of the original Bond or bank guarantee.

9. Use of Premises

9.1 Use of Premises

The Lessee must not use or occupy the Premises except for the use set out in Item 9 or any such other purpose consented to by the Lessor in writing.

9.2 Crown Lease

The Lessee must not use the Premises for any purpose other than as permitted by the Crown Lease for the Land or any superior lease of the Premises.

9.4 No warranty as to suitability

9.4.1 The Lessee acknowledges that no promise, representation, warranty or undertaking has been given by or on behalf of the Lessor as to the suitability of the Premises, the Building or the Land for any purposes or as to the fittings, finishing, facility and amenities of the Premises, the Building or the Land, except as contained in this Sublease. The Lessee must satisfy itself in respect to the use to which the Premises may be put and acceptance of this Sublease acknowledges full knowledge of any prohibitions or restrictions on the use of the Premises, including any imposed by law.

9.4.2 Where the permitted use of the Premises requires the consent of any authority, the Lessee must obtain that consent at its own expense. The Lessee must keep current the licenses and permits required to carry on its activities from the Premises.

9.4.3 Without limiting the preceding subclauses of this clause 9.4, the Lessee acknowledges that the Lessor makes not representation as to whether any improvements on the Land:

- (1) are fit for habitation;
- (2) are in any particular state of repair or maintenance;

- (3) are constructed or maintained to any particular standard or condition;
- (4) have all or usual approval or certification from any authority,

and the Lessee will not raise any complaint or bring any cause of action against the Lessor in respect of such matters.

9.5 Signs

The Lessee must not fix or place any sign, notice, advertisement or other thing on any part of the Premises or the Building without the consent in writing of the Lessor and then only in such colour, size and style and in such places as approved by the Lessor, such approval not to be unreasonably withheld.

9.6 Compliance with laws

The Lessee must comply, at its expense, with all laws and the requirements of any authority in connection with the Lessee's use or occupation of the Premises.

9.7 Keep clean

The Lessee must:

- (1) keep the Premises and immediate surroundings clean and tidy (including moving, if applicable), and free from refuse and vermin;
- (2) not store or place any objects on the area surrounding the Premises; and
- (3) allow reasonable access to the Premises to the Lessor and its employees, agents, contractors or invitees to enable it to carry out any obligation required by this Sublease.

9.8 Statutory notices

9.8.1 If the Lessee receives a notice from any authority in respect of the Premises, the Lessee must immediately notify the Lessor in writing.

9.8.2 Subject to Clause 17.3 the Lessee must comply promptly with all notices received from any authority in respect of the Premises except such notices as would have been given irrespective of the Lessee's use and occupation of the Premises.

9.9 Notice of defect

The Lessee must immediately give notice to the Lessor of any damage to the Premises and any accident affecting water, gas or oil pipes, electrical wiring, the Air-Conditioning System or any defect in them and any other fittings, fixtures or facilities provided by the Lessor.

9.10 Infectious illnesses

If any serious infectious illness occurs in the Premises, the Lessee must immediately notify the Lessor and have the Premises fumigated and disinfected by a suitably certified contractor, at the expense of the Lessee, to the satisfaction of any relevant authority.

9.11 Rubbish

The Lessee will keep the Premises free from rubbish including placing all rubbish in proper receptacles.

9.12 Flammable liquids and substances

9.12.1 The Lessee must not store or use chemicals or flammable, volatile or explosive substances on the Premises and must not in any way create any actual or potential fire hazard in the Premises.

9.12.2 The Lessee must permit the Lessor to enter the Premises at any time to control any actual or potential fire hazard and if the hazard, in the reasonable opinion of the Lessor, results from the use of the Premises by the Lessee, the Lessee must pay to the Lessor immediately on notification, the costs of the Lessor in carrying out that work.

10. Alterations and Fitout

10.1 No alterations without consent

10.1.1 The Lessee will not, without the prior written consent of the Lessor, erect any improvements or make any alterations or additions to the Lessee's Improvements on the Premises or permit or suffer the same to be made.

10.1.2 The Lessee must, in the course of erecting any improvements or making any alterations or additions:

- (1) comply with the requirements of the Lessor and all relevant authorities;
- (2) obtain all necessary consents and approvals from all relevant authorities;
and
- (3) not interfere with the quiet enjoyment of any other users of the Land.

10.1.3 The Lessor, in its absolute discretion, may refuse to consent to the erection of improvements or the making of alterations or additions.

10.2 Installing equipment

The Lessee will not, without the prior written consent of the Lessor, install any water, electrical or gas fixture or appliance or any apparatus for light, air, heating or cooling.

10.3 Heavy installation

The Lessee will not bring in or on the Premises any fixtures or goods:

- (1) of such nature, weight or size; or
- (2) creating such noise or vibration in their operation,

such as to cause or, in the reasonable opinion of the Lessor, be likely to cause, any structural or other damage to the floors or walls or any other part of the Premises. Any damage to the Premises caused by the movement or placement of any such items will be made good at the Lessee's expense.

11. Repairs, Maintenance and Replacement

11.1 Inconsistency

Where there is an inconsistency between this clause and Schedule 2, Schedule 2 will prevail.

11.2 Acknowledgement

The Lessee acknowledges that, at the Commencement Date and the date of first occupation of the Premises by the Lessee (if applicable), the Premises and the Lessor's Improvements in it were in suitable repair and condition.

11.3 Repair obligations

11.3.1 Subject to clauses 11.3.3, the Lessee must keep the Lessor's Improvements in good and tenable repair and condition having regard to the condition of the Premises at the Commencement Date.

11.3.2 The Lessee must maintain and keep the Lessee's Improvements in good and tenable repair.

11.3.3 The Lessee must maintain the Lessor's Improvements to a standard equivalent to that at the date of first occupation by the Lessee (or, if the Lessor has upgraded the Lessor's Improvements, to the upgraded standard).

11.4 Replacement obligations

11.4.1 Subject to subclause 11.4.2, the Lessor will replace any Lessor's Improvements which, in the Lessor's absolute opinion, requires replacement.

11.4.2 The Lessor's obligation to replace the Lessor's Improvements will not apply when the requirement to replace arises as a result of the negligence or act or omission of the Lessee, or the Lessee's employees, agents, contractors or invitees or the failure of the Lessee to maintain the Lessor's Improvements.

11.4.3 The Lessee will be responsible for the replacement of the Lessee's Improvements.

11.5 Make Good

The Lessee must, at the time of, or immediately before, the expiration or termination of this Sublease, leave the Premises neat and tidy and in substantially the same condition as at the Commencement Date, fair wear and tear excepted.

11.6 Notices to repair

11.6.1 The Lessor may, at any time, serve on the Lessee a notice in writing of any defect which the Lessee is required to repair that was not present and apparent at the Commencement Date. The Lessee will repair the defect within 21 days of the date of service of the notice (or such other period as agreed). The Lessor may specify a period of less than 21 days within which to repair the defect if the defect is likely to cause damage to the Premises or Building or may cause injury to any person.

11.6.2 Where the Lessor is required to repair, due to the default of the Lessee, the Lessee must pay to the Lessor the cost of those repairs and any associated expenses within 7 days of notification of the amount.

11.7 Leaving Lessee's Improvements goods or fixtures behind

To the extent permitted by law, if the Lessee leaves any Lessee's Improvements, goods or fixtures in the Premises for more than 21 days after the expiry or termination of this Sublease, the Lessor may dispose of them in any way the Lessor sees fit. In addition, any such Lessee's Improvements, goods or fixtures will, at the Lessor's election, become the Lessor's Improvements absolutely and the Lessor may deal with them without accounting to the Lessee or being required to compensate the Lessee.

11.8 Other services

11.8.1 During the Term, and any extension or renewal of it, the Lessor must maintain in working order any services within the Premises which are the responsibility of the Lessor.

11.8.2 If any of the services specified in this clause:

- (1) malfunction;
- (2) become unsafe; or

(3) are otherwise incapable of being operated as a result of any cause,

the Lessor will, within a reasonable time (not being less than 48 hours except in the case of an emergency) after receipt of written notification from the Lessee, repair or replace the services (or part of the services) with services of an equivalent type and quality.

11.8.3 The Lessor will not be required to repair or replace any of the services referred to in clause 11.8.1 where the repair or replacement arises as a result of the negligence or default of the Lessee or the Lessee's employees, agents, contractors or invitees unless the Lessee has first paid to the Lessor, the estimated cost of the repair or replacement.

11A Lessees right to use Access Area

The Lessor must ensure that at all times during the Term the Lessee and persons authorised the Lessee are granted the right to enter and traverse the Access Area with necessary materials and equipment, including, but not limited to vehicles, at any time, to enable the Lessee to access those parts of the Land subject to their respective subleases on the Land provided always the Lessee must:

- (1) minimise disruption to the Lessee of premises that includes the Access Area use and enjoyment of that Premises;
- (2) as far as reasonably possible remain on graded/marked roads when accessing the Access Area with vehicles; and
- (3) close/fasten all gates they open or unfasten when accessing the Access Area

12. Insurance

12.1 Public Liability

The Lessee, during the Term and any holding over under this Sublease, must keep current a public risk liability policy with a Prescribed Insurer for an amount for any single occurrence of not less than the amount referred to in Item 11. The policy must indemnify the Lessor against all actions and demands of any kind arising from the use and occupation by the Lessee and/or the Lessee's employees, agents, contractors and invitees of the Premises. The policy must note the Lessor's interest.

12.2 Other Insurance

The Lessee will be responsible for insuring the Lessee's Improvements and all other property of the Lessee in the Premises.

12.3 General obligations not to increase Lessor's insurance

The Lessee must not do, or permit to be done, anything that would result in any insurance in relation to the Premises (including insurance required to be held by the Lessee under this Agreement) being:

- (1) unenforceable;
- (2) voidable; or
- (3) likely to increase the rate of premium on any insurance taken out by the Lessor (except with the approval of the Lessor in writing).

12.4 Fire Regulations

12.4.1 The Lessee must comply with the insurance, sprinkler and fire alarm regulations in relation to any partitions and other permitted fixtures or fittings which may be erected by or on behalf of the Lessee on the Premises.

12.4.2 The Lessee must pay the Lessor the cost of any alterations to the sprinkler or fire alarm installations which may become necessary by reason of a non-compliance by the Lessee with the relevant Australian Standards (determined by Standards Australia or any substituted body), the directions or orders of any relevant authority or the requirements of the insurer.

12.5 Production of policy

The Lessee, in respect of any policy of insurance to be taken out by the Lessee, must, on request, produce to the Lessor either a:

- (1) policy of insurance; or
- (2) certificate of currency for the policy.

13. Indemnity and Release

13.1 Risk

The Lessee will occupy, use and keep the Premises at its own risk.

13.2 Indemnity

The Lessee indemnifies the Lessor, its employees, agents, contractors and invitees against liability in respect of all actually loss suffered by the Lessor arising from all claims, costs and expenses, damage, injury or death to persons or property caused or contributed to by the Lessee and/or its employees, agents, contractors or invitees in connection with this Sublease, except to the extent that the Lessor, through negligence or unlawful act or omission, has caused the relevant loss, damage or injury to the extent not covered by insurance of the Lessor.

13.3 Claims to be made good

The Lessee must, at its expense, make good the amount of all claims, loss, damage, costs and expenses, the subject of the indemnity in clause 13.2.

13.4 Release

To the full extent permitted by law, the Lessee hereby releases the Lessor, its employees, agents, contractors and invitees from all claims and demands of every kind and from all liability which may arise in respect of any death or injury to any person or any accident or damage to property of any kind or nature, in or near the Premises or the Land other than as may be caused by the wilful or negligent act of the Lessor, its employees, agents, contractors or invitees.

14. Quiet Enjoyment

If the Lessee pays the Rent and other monies payable under this Sublease and observes the covenants and terms of this Sublease, the Lessee may use the Premises without interruption or disturbance from the Lessor or any person claiming under the Lessor, save as specifically provided for in this Sublease.

15. Damage or Destruction to the Premises

15.1 Damage or destruction to the Premises

If the Premises or the Building or both are materially damaged or destroyed, and as a result, the Lessee cannot use or access the Premises, then the Lessor must, within 2 months, tell the Lessee whether or not the Lessor proposes to repair the Premises or the Building and if so, the approximate start and finish dates for the work. Meanwhile the Lessee must continue to use any part of the Premises that is useable, safe and accessible, and to obey this Sublease as far as possible.

15.2 Termination by Lessor

If:

- (1) the Lessor gives the Lessee a notice under subclause 15.1 that the Lessor does not intend to repair the Premises or Building; and
- (2) one of the following applies:
 - (a) the Premises or Building has to be, or has been, demolished because of the damage;
 - (b) the damage extends to more than 50% of the Premises or Building;
 - (c) it is impracticable to repair or reinstate the Premises or Building within one year of the date of damage; or

- (d) the Lessee cannot use the Premises and this Sublease expires within 2 years of the damage occurring and there is no option for a further term;

then the Lessor may terminate this Sublease by 30 days' written notice to the Lessee.

15.3 Termination by Lessee

If one of the following applies:

- (1) the Lessor gives the Lessee a notice under subclause 15.1 that the Lessor does not intend to repair the Premises or Building;
- (2) the Lessor gives the Lessee a notice under subclause 15.1 that the Lessor does intend to repair the Premises or Building but the Lessor unreasonably departs from the proposed start and finish dates; or
- (3) the Lessee will not be able to use the Premises within a reasonable period or for more than one year after the day, or last day, the damage happened;

then the Lessee may give a written notice terminating the Sublease on 30 days' notice and specifying the reason for that termination.

15.4 No payment of Rent

While the Lessee cannot use the Premises due to damage to the Premises or the Building, the Lessee is not required to pay Rent and any other money payable under this Sublease unless the Lessor and the Lessee otherwise agree or unless the Court orders otherwise.

15.5 Payment of Rent continues

If the Premises or the Building are damaged but the Lessee is still able to use the Premises (in full or in part), then the Lessee must continue to pay Rent and other money payable under this Sublease unless the Lessor and the Lessee otherwise agree or unless the Court orders otherwise.

15.6 Agreement to end Sublease

The Lessor and the Lessee may also agree to end this Sublease without the Lessor giving the notice under subclause 15.1.

15.7 Obligation to repair or reconstruct

Other than as set out in this clause, nothing in this Sublease imposes an obligation upon the Lessor to repair or reconstruct the Premises or the Building in the event of damage to or destruction as described in this clause.

16. Assignment

16.1 No assignment, subletting or mortgage

The Lessee may only assign this Sublease, underlet the Premises or grant a mortgage over this Sublease with the written consent of the Lessor and may not licence or otherwise part with possession of the Premises.

16.2 Lessee to seek consent

Where the Lessee wishes to underlet or grant a mortgage, the Lessee must notify the Lessor in writing of the intention and apply for consent.

16.3 Planning Act Application

In addition, where any restriction on subletting or underletting under the *Planning and Development Act 2007* applies to the Crown Lease for the Land, the Lessor must obtain the consent of the ACT Planning and Land Authority to any proposed subletting or underletting of the Premises. If the ACT Planning and Land Authority does not grant consent either this Sublease will be of no force and effect or the Lessee must not sublet or underlet, as applicable.

17. Default and Re-entry

17.1 Default by Lessee

Where the Lessee is in breach of any condition in this Sublease, the Lessor may remedy the breach at any time without notice to the Lessee and without limiting the rights of the Lessor as a consequence of that breach. Where the Lessor so acts, all reasonable costs and expenses incurred by the Lessor (including reasonable legal costs on a solicitor and client basis) in remedying any breach, must be paid by the Lessee to the Lessor immediately upon written notification of the amount and, in default, the amount may be recovered in a court of competent jurisdiction.

17.2 Termination for breach

Where:

- (1) any instalment of the Rent or other money payable by the Lessee to the Lessor is 21 days in arrears (in case of the Rent whether or not demand has been made for it);
- (2) a notice has been served on the Lessee by, or on behalf of, the Lessor specifying a breach of this Sublease and, if applicable, that breach has not been remedied or compensated for in accordance with the notice, provided the notice has allowed at least 21 days in which to remedy or compensate; or
- (3) the Lessee:

- (a) becomes bankrupt or is subject to an Insolvency Event;
- (b) makes any assignment for the benefit of creditors, or makes any arrangement with creditors for liquidation of the debts of the Lessee by composition or otherwise; or
- (c) being a company or an incorporated association, goes into liquidation either voluntarily or compulsorily, (except for the purpose of reconstruction or amalgamation), or is wound up dissolved or placed under official management or a receiver or manager any of its assets is appointed or an inspector is appointed under the *Corporations Act 2001* (Cth),

the Lessor may, at any time thereafter give written notice to the Lessee that the Lessor intends to terminate this Sublease (the "Termination Notice").

17.3 Termination without breach

17.3.1 Either party may terminate this Sublease after giving 30 days notice to the other party where the Lessee is unable to use the Use of Premises.

17.3.2 Notwithstanding 17.3.1 the Lessor shall not terminate this Sublease where the Lessee is unable to use the Use of Premises and:

- (1) the impediment to use relates only to occupation and use of the land for its permitted purposes;
- (2) the impediment to use does not void or adversely impact any insurance either party is required to take out under this Sublease;
- (3) the Lessee is diligently attempting to resolve the impediment to use; and
- (4) the Lessor has not been directed by any authority to cease permitting the Lessee to use the Premises.

17.4 Date of termination

17.4.1 The termination referred to in the Termination Notice takes effect on the earlier of:

- (1) the date that the Lessee agrees to the termination by notice in writing to the Lessor; or
- (2) the date 14 days after the service of the Termination Notice (the "time period") provided that the Lessee does not contest the termination by application to the Magistrate's Court within the time period.

17.4.2 If the Lessee contests the termination in accordance with subclause 17.3.1(2), the termination has effect on the date ordered to be the date on which the termination takes effect by the Magistrate's Court.

18. Fixtures Remaining after Breach

18.1 Application

This clause applies:

- (1) where this Sublease has been terminated or the Lessor has re-entered the Premises; and
- (2) in relation to any fixtures or goods in the Premises which do not, on termination or re-entry, pass to the Lessor and which remain in the Premises for 14 days after the date of termination or re-entry.

18.2 Removal by Lessor

The Lessor may:

- (1) remove any fixtures or goods to which this clause applies from the Premises and store them in such place and manner as the Lessor thinks fit;
- (2) on reasonable notice to the Lessee, place any fixtures or goods outside the Premises; and/or
- (3) sell the fixtures and goods and deduct from the proceeds, the Lessor's costs in removing, storing and selling them, and account to the Lessee for the balance.

18.3 Payment of costs

The Lessee must pay to the Lessor, on demand, all reasonable costs and expenses of the Lessor in removing or storing fixtures or goods.

19. No Compensation

At the expiry of this Sublease, the Lessee will not be entitled to receive any compensation in respect of any Lessee's Improvements or goods remaining on the Premises.

20. Essential Terms

20.1 Essential Terms

Each of the following covenants by the Lessee is an essential term of this Sublease:

- (1) subclause 4.1 relating to payment of Rent and subclause 5.1 regarding other payments to be made by the Lessee;
- (2) clauses 9.1 and 9.2 relating to use of the Premises;

- (3) clause 10.1 relating to alterations and additions;
- (4) clauses 11.3 and 11.5 relating to repair, maintenance and make good;
- (5) clauses 12.1 and 12.3 relating to insurance;
- (6) clause 16.1 relating to assignment, underletting and mortgaging; and
- (7) clause 23 relating to payment of GST.

20.2 Acceptance of arrears

The acceptance by the Lessor of arrears or the late payment of Rent or other monies does not constitute a waiver of the essential and continuing obligation of the Lessee to pay Rent and other moneys during the Term on the dates specified in the Sublease.

20.3 Breach of an essential term

The Lessee must compensate the Lessor in respect of any breach of an essential term of this Sublease and the Lessor is entitled to recover damages from the Lessee in respect of such breaches. The Lessor's entitlement under this clause is in addition to any other remedy or entitlement (including the right to terminate this Sublease).

20.4 Loss on repudiation or breach

Where the Lessee's conduct (whether acts or omissions) constitutes:

- (1) a repudiation of the Sublease; or
- (2) a breach of any covenant contained in the Sublease,

the Lessee will compensate the Lessor for the loss or damage suffered by reason of the repudiation or breach.

20.5 Quantum of damages recoverable

The Lessor is entitled to recover damages against the Lessee in respect of repudiation or breach of covenant for the damage suffered by the Lessor during the entire Term.

20.6 Certain events of no effect

The Lessor's entitlement to recover damages is not affected or limited by any of the following:

- (1) if the Lessee abandons or vacates the Premises;
- (2) if the Lessor elects to re-enter or to terminate the Sublease;

- (3) if the Lessor accepts the Lessee's repudiation; or
- (4) if the party's conduct constitutes a surrender by operation of law.

20.7 Lessor may remedy defaults

The Lessor may remedy without notice, any default by the Lessee under this Sublease and whenever the Lessor elects to do so, all costs and expenses incurred by the Lessor (including legal costs and expenses) are to be paid by the Lessee immediately on notification.

21. Rules

22.1 Rules

The Lessee must comply with the Rules and the Lessee acknowledges that, if it fails to comply with any of the Rules, the failure constitutes a breach of this Sublease.

22.2 Compliance with Rules

The Lessee must take all reasonable steps to ensure that its employees, agents, contractors and invitees comply with the Rules.

22.3 Variation of Rules

The Lessor may delete, vary or add to the Rules provided that the Lessor notifies the Lessee of the changes within 30 days of making the changes.

22. Superior Lease

Where the Lessor is the Crown Lessee;

- (1) this Sublease will be read and construed as a sublease;
- (2) the Lessor covenants punctually to make all payments due and owing under the Crown Lease and to observe the covenants contained in the Crown Lease;
- (3) subject to the terms and conditions of this Sublease, the Lessee covenants to observe the covenants contained in the Crown Lease on the part of the lessee named in that Crown Lease, except for the payment of money by the lessee required by the Crown Lease.

23. GST

23.1 GST definitions

23.1.1 In this clause:

Act means the *A New Tax System (Goods and Services Tax) Act 1999* (as amended) and any regulation made under that Act;

GST, Taxable Supply, Input Tax Credit, Supply and Tax Invoice have the same meaning as in the Act;

GST Rate means 10% or if the rate at which GST is calculated under the Act changes, the rate applicable at the relevant time.

Payment includes consideration in the form of money given or received and in a form other than money given or received.

23.2 Payment of GST

A party making Payment to another party for a Taxable Supply under this Sublease must pay to the other party at the same time, an additional amount equal to the amount of the Payment multiplied by the GST Rate.

23.3 Reimbursements

When calculating the amount of:

- (a) any reimbursement to a party under this Sublease; and
- (b) the indemnification under this Sublease of an expense, loss or liability incurred or to be incurred by that party,

the other party may include the GST paid or payable on the Supply giving rise to the amount, but if that party includes the GST that party must deduct the amount of any Input Tax Credit from the amount paid.

23.4 Tax invoice

A party receiving a Payment of GST under this clause must provide a Tax Invoice to the party making the Payment before or at the same time as the Payment is received.

24. Application of RT Act

24.1 Application of RT Act

Both parties agree that provisions of the RT Act do not apply to this Lease in accordance with section 6E(1)(a) of the RT Act.

24.2 Application of Leases Act

Both parties agree that the Leases Act does not apply to this Lease.

25. Special conditions

25.1 Variation of provisions

The parties agree that the provisions of this Sublease may be varied as set out in Item 17.

25.2 Inconsistency

Where there is any inconsistency between the terms of this Sublease and Item 17, the provisions of Item 17 will prevail.

26. Miscellaneous

26.1 No waiver

Failure or omission by the Lessor at any time to enforce or require strict or timely compliance with any provision of this Sublease will not:

- (1) affect or impair that provision in any way;
- (2) affect the right or remedy that the Lessor may have in respect of that provision; or
- (3) act as a waiver of any other breach by the Lessee.

26.2 Entire Agreement

This Sublease contains the entire agreement between the parties in relation to the Premises and supersedes any prior representation, negotiations, writing, memoranda and agreements.

26.3 Variation

This Sublease may be varied only by the written agreement of the parties prior to the expiration of this Sublease.

26.4 Severability

Any provision of this Sublease that is illegal, void or unenforceable will not form part of this Sublease to the extent of that illegality, voidness or unenforceability. The remaining provisions of this Sublease will not be invalidated by an illegal, void or unenforceable provision.

26.5 Governing law

This Sublease is governed by and construed in accordance with the law for the time being in force in the Territory and the parties submit to the non-exclusive jurisdiction of the courts of the Territory.

26.6 Compliance with laws

The Lessee must comply with the laws from time to time in force in the Territory.

26.7 Notices

26.7.1 Any notice, including any other communication, required to be given or sent to either party under this Sublease must be in writing. A notice will be deemed to have been given:

- (1) if delivered by hand, on delivery;
- (2) if sent by prepaid mail, on the expiration of two business days after the date on which it was sent; or
- (3) if sent by facsimile, on the sender's facsimile machine recording that the facsimile has been successfully and properly transmitted to the recipient's address.

26.7.2 In addition, where a notice is given by either party to repair or replace, the notice may be sent by electronic mail to an electronic mail address provided to the transmitting party and is deemed to be served at the time the email was sent.

26.8 Authority to complete

The Lessee authorises the Lessor and its solicitors to complete any blanks with a proper date or details and to make any formal correction necessary to this Sublease.

27. Land Management Agreement

The Lessee must do all things necessary to undertake the obligations of the Lessor under any Land Management Agreement in force from time to time at its own expense or, where such an obligation is not possible for the Lessee to undertake on behalf of the Lessor, it must notify the Lessor of such obligations in a timely manner.

Schedule 1

Item 1:	Lessee:	[REDACTED]
Item 2:	Land:	Block 1491, 1492 and 1587 Division of Belconnen
Item 3:	Premises:	Site 1 on SLP
Item 4:	Term:	10 years
Item 5:	Commencement Date:	30 August 2016
Item 6:	Expiry Date:	29 August 2026
Item 7:	Rent:	\$1.00 per annum (exclusive of GST) if and when requested.
Item 8:	Rent Review	
	(a) Rent Review Dates	Not applicable
	(b) Method of Rent Review:	Not applicable
Item 9:	Use of Premises:	Residential accommodation including underletting
Item 10:	Outgoings:	See Schedule 2
Item 11:	Public Liability Insurance:	\$10 million
Item 12:	Repair contribution:	100% of all repairs of all kinds
Item 13:	Option Term:	Not applicable
Item 14:	Interest Rate:	10% per annum for all amounts outstanding from the Lessee to the Lessor under this Sublease
Item 15:	Address for Notices:	Lessor: GPO Box 158 Canberra ACT 2601 Contact Officer: Executive Director Sales, marketing & property management Lessee: [REDACTED] Contact Officer: [REDACTED]

Item 16: Bond: Not applicable

Item 17: Variations: Not applicable

Schedule 2

DISTRIBUTION OF LESSOR AND LESSEE RESPONSIBILITIES IN RELATION TO STATUTORY OUTGOINGS, SERVICE CHARGES AND GENERAL CHARGES

Details of Charges	Percentage of Lessor responsibility (A)	Percentage of Lessee responsibility* (B)
SECTION 1 - STATUTORY OUTGOINGS		
Land Tax	0%	100%
General rates	0%	100%
Water and Sewerage rates	0%	100%
SECTION 2 - SERVICE CHARGES		
Electricity	0%	100%
Gas	0%	100%
Water Usage	0%	100%
Telephone and Communications	0%	100%
Cleaning - General	0%	100%
Cleaning – Toilet requisites	0%	100%
Cleaning - windows Internal	0%	100%
Cleaning - windows external	0%	100%
Rubbish removal/tradewaste bins	0%	100%
Insurance - Plate glass	0%	100%
Insurance - Public Liability	0%	100%
Landscaping/Gardening	0%	100%
After hours Air-Conditioning	0%	100%
Air-Conditioning Repairs	0%	100%
Security system - Premises	0%	100%
Pest Control	0%	100%
SECTION 3 - GENERAL CHARGES		
Insurance - Building	0%	100%
Fire Brigade Monitoring	0%	100%
Fire Protection & Fire	0%	100%

Extinguishers		
Security System - Building	0%	100%
Signage - Internal	0%	100%
Painting	0%	100%
Lifts	0%	100%
Locks and Keys	0%	100%
Floor coverings	0%	100%

*To the extent an Outgoing, Service Charge or General Charge above is not habitually incurred immediately prior to the commencement of the sublease, there is no positive obligation on the Lessee or Lessor to incur such charges and no right to seek to incur such a charge and impose it on the other party.

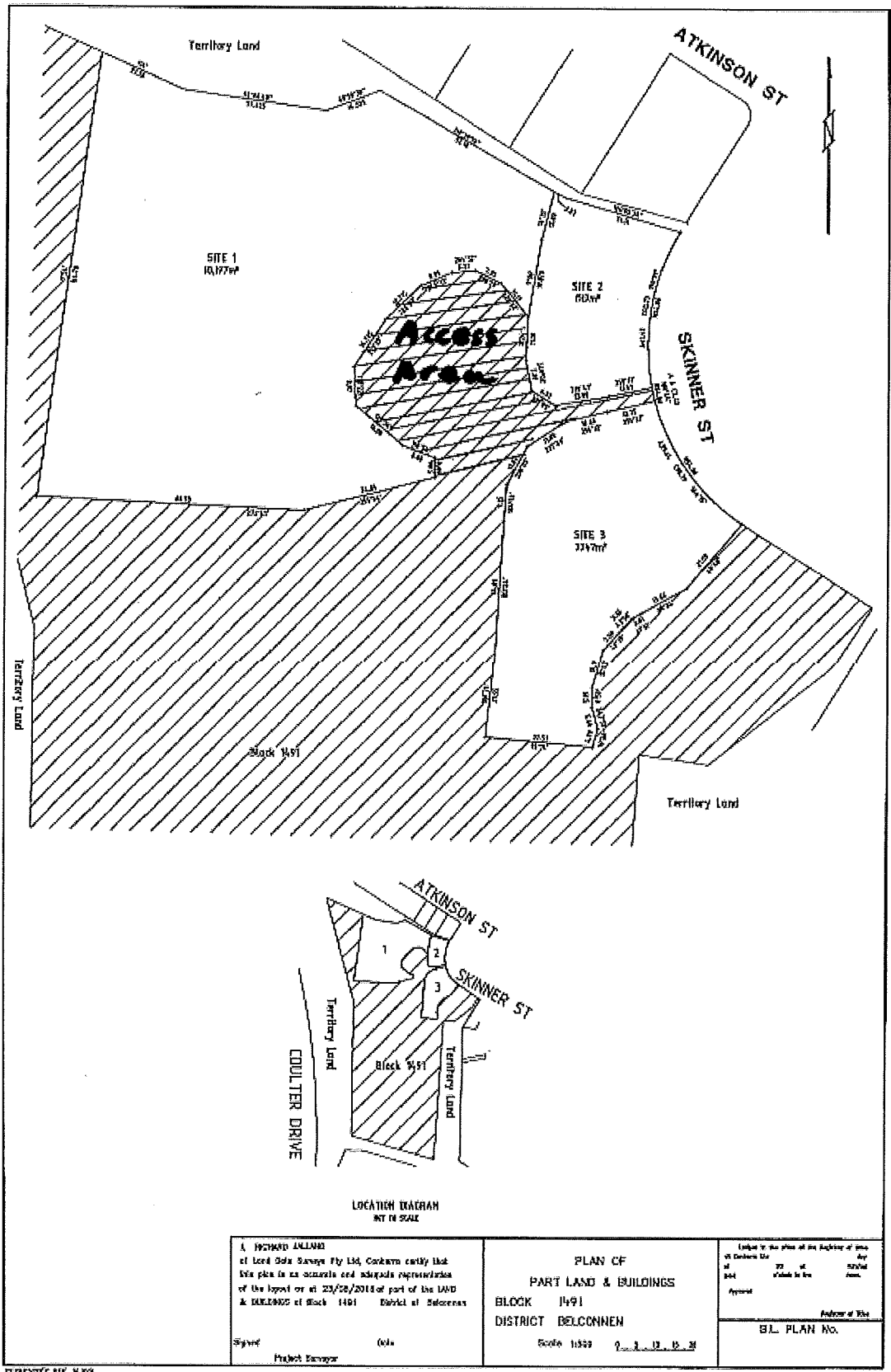
Schedule 3 – Rules

1. All requests for consents or approvals required from the Lessor, all notices required to be given by the Lessee to the Lessor and all enquiries, complaints and suggestions which the Lessee may wish to communicate to the Lessor, are to be in writing to the Contact Officer named in Item 15.
2. The Lessee must keep all doors and other means of access to the Premises securely fastened when the Premises are left unoccupied. The Lessor reserves the right to enter the Premises and fasten them if they are left insecurely fastened.
3. The Lessee must ensure that, at all times, the Lessor has a current address and telephone number at which the Lessee, or a responsible representative of the Lessee, can be reached when the Lessee or representative is not in the Premises.
4. No rubbish or waste may, at any time, be burnt on the Premises or in the Building.
5. The Lessee may not conduct, or permit to be conducted, on the Premises any auction, bankrupt or fire sale.
6. The Lessee must, at the Lessee's own expense, replace all electrical light bulbs and globes and tubes which may become damaged or broken or fail to light in the Premises.

Schedule 4 – Rent Review

Not used

Exhibit A – Plan



Executed as an Agreement

DATE OF THIS AGREEMENT 1st September 2016

SIGNED for and on behalf of the)
LAND DEVELOPMENT AGENCY in)
the presence of:)

[Redacted Signature])
Signature of Land Development Agency)
delegate)

[Redacted Signature])
Signature of witness)

DANIEL BAILEY)
Print name)

[Redacted Name])
Print name)

SIGNED by [Redacted Name])
in the presence of:)

[Redacted Signature])
Signature of witness)

[Redacted Signature])
Signature of)

[Redacted Name])
Print name)

[Redacted Name])
Print name)

SIGNED by [redacted] in
the presence of:

[redacted]
.....

Signature of witness

[redacted]
.....

Print name

[redacted]
.....

Signature of

[redacted]
.....

Print name

Note:

Date: Must be dated on the date the last party signs the Agreement or, if signed counterparts of the Agreement are exchanged, the date of exchange. Also date the cover page.

Individual: Must be signed by the individual and witnessed.

Incorporated Association: Must be signed in accordance with the Association's constitution, which may or may not require the common seal to be affixed. As a minimum, 2 authorised officers must sign.

Company: Must be signed in accordance with section 127 of the *Corporations Act 2001* (Cth), for example, by 2 directors or a director and a secretary. Common seal may be affixed if required under the constitution but is generally not required.

LAND TITLES

OFFICE OF REGULATORY SERVICES
ACT Justice and Community Safety Directorate

SUBLEASE

Land Titles Act 1925

**ACT**
Government

Justice and Community Safety

Form 072 - SL

LODGING PARTY DETAILS		
Name	Postal Address	Contact Telephone Number
TRIPITY LAW	620 Box 2705, Canberra City ACT 2601	(02) 6163 8250

TITLE AND LAND DETAILS				
Volume & Folio	District/Division	Section	Block	Unit
1954:83	Belconnen		1491, 1492 & 1587	

FULL NAME OF LESSOR/OWNER (Surname Last) (ACN required for all companies)	FULL POSTAL ADDRESS OF LESSOR
Land Development Agency ABN 20 419 925 579	TransACT House, 470 Northbourne Avenue, Dickson ACT 2602

FULL NAME OF LESSEE/TENANT (Surname Last) (ACN required for all companies)	FULL POSTAL ADDRESS OF LESSEE

TENANCY OF LESSEE (Only complete if more than one Lessee)

AREA BEING LEASED		
<input type="checkbox"/> Whole of the Land	OR	<input type="checkbox"/> Site 2 on SLP

SUBLEASE COMMENCEMENT DATE	SUBLEASE TERMINATION DATE
30 August 2016	29 August 2026

CONDITIONS (Tick whichever is applicable – At least one box will apply)	
The covenants implied at sections 119 and 120 of the <i>Land Titles Act 1925</i> are hereby negated.	<input checked="" type="checkbox"/>
The provisions set forth in the registered Memorandum of Provisions (MOP) to be incorporated herein / as modified by annexure as attached. Please provide registered MOP number below.	<input type="checkbox"/>
The covenants and conditions set out in the annexure attached are deemed to be incorporated	<input checked="" type="checkbox"/>
Provide registered MOP number	<input type="checkbox"/>



SUBLEASE

Form 072 - SL

Land Titles Act 1925

IMPORTANT INFORMATION

This form is to be used to lodge a sublease under the *Land Titles Act 1925* (the Act). You can access the Act at www.legislation.act.gov.au. You may also obtain further information and forms at www.ors.act.gov.au.

PRIVACY INFORMATION

The Act authorises the Registrar-General to collect the information required by this form. The Registrar-General provides identifiable information to various agencies including, but not limited to, the Environment and Planning Directorate, the Chief Minister, Treasury and Economic Directorate, Canberra Connect and ACTEWAGL for conveyancing, municipal account administrative, statistical and valuation purposes. These agencies may also use this information to prepare and sell property sales reports to commercial organisations concerned with the development, sale or marketing of land.

CONTACT INFORMATION

Lodge in person at the **Office of Regulatory Services:** **255 Canberra Avenue, Fyshwick ACT 2609**
Office Hours: **9:00am to 4:30pm Monday to Friday**
General enquiries telephone number: **(02) 6207 0491**
Website address: **www.ors.act.gov.au**

INSTRUCTIONS FOR COMPLETION

- A Sublease is required to be marked by ACT Revenue if it has a term greater than 30 years (for Commercial Purposes).
- The certificate of title or production of title consenting to the registration of this document is required for lodgement.
- All information should be typed or clearly printed. If completing this form by hand please use a solid black pen only.
- This office will not accept lodgement of this form if it is not completed in full.
- Any alteration to information provided on this form must be struck through with a black pen. Substitute information must be clear and all parties must sign in the margin. Do not use correction fluid or tape.
- Ensure all required documents are attached. If there is insufficient space in any panel, please use an Annexure Sheet.
- Execution by:
 - a) **A Natural Person** – Should be witnessed by an adult person who is not a party to the document.
 - b) **Attorney** – if this document is executed by an Attorney pursuant to a registered power of attorney, it must set out the full name of the attorney and the form of execution must indicate the source of his/her authority e.g. "AB by his/her attorney XY pursuant to Power of Attorney ACT Registration No..... of which he/she has no notice of revocation". (This execution requires a witness).
 - c) **Corporation** – Section 127 of the *Corporations Act* provides that a company may now validly execute a document with or without using a Common Seal if the document is signed by:
 - i. Two directors of the company;
 - ii. A director and a secretary of the company; or
 - iii. Where the company is a proprietary company and has a sole director who is also the sole company secretary, that director. (This execution does not require a witness).
- The following forms of execution are suggested –
 - a) **With A Common Seal**
The common seal of ABC Pty Ltd/Ltd ACN.....
was affixed in the presence of-
.....(signature)
.....(director/secretary)*
(*repeat if necessary i.e. if two directors signing. If signing as sole director and sole secretary, state 'director/secretary') - (This execution does not require a witness).
 - b) **Without A Common Seal**
Signed by ABC Pty Ltd/Ltd ACN.....
.....(signature)
.....(director/secretary)*
(*repeat if necessary i.e. if two directors signing. If signing as sole director and sole secretary, state 'director/secretary') - (This execution does not require a witness).

CONSENTING PARTY – SUPPORTING DOCUMENTATION

(One form required for each party required to consent)

 Please complete and attach – **Form 042 – C – Consent****LESSOR'S EXECUTION**

Print full name of Lessor

Executed by Land Development Agency ABN 20 419 925
579 by an authorised delegate:Name of delegate **DANIEL BAILEY**
Position of delegate **EXECUTIVE DIRECTOR**
Position number of delegate **EB22**

Signature or common seal of Lessor

Print full name and address of witness

**Level 6, 12 Moore St
Canberra ACT 2601**

Signature of witness

**LESSEE'S EXECUTION**

Print full name of Lessee



Address



Signature or common seal of Lessee



Print full name and address of witness



Signature of witness

**DATE****20 SEPTEMBER 2016****OFFICE USE ONLY**

Lodged by		Certificate of title lodged	
Data entered by		Certificates attached to title	
Registered by		Attachments / Annexures	
Registration date		Production number	



ACT
Government

Justice and Community Safety

LAND TITLES
OFFICE OF REGULATORY SERVICES
ACT Justice and Community Safety Directorate

ANNEXURE

Form 029 - ANN

Land Titles Act 1925

TITLE AND LAND DETAILS

Volume & Folio	District/Division	Section	Block	Unit
1954:83	Belconnen		1491, 1492 & 1587	

ANNEXURE TO (insert dealing type)

TOTAL NUMBER OF PAGES IN ANNEXURE

Sublease form 072 - SL

PARTIES TO DOCUMENT (Please state all parties this annexure relates to/supports)

Land Development Agency ABN 20 419 925 579 and [REDACTED]



SUBLEASE ANNEXURE

Date

Parties

LAND DEVELOPMENT AGENCY
ABN 20 419 925 579



BLOCK 1491, 1492 AND 1587
BELCONNEN

Prepared by

Act Government Solicitor
Level 6, 12 Moore Street
Canberra City ACT 2601
Ph: 6207 0666
Fax: 6207 0539
Ref: AG:630797

Version

Final 29 August 2016

CONTENTS

1.	Interpretation	3
2.	Sublease.....	7
3.	Option to renew	7
4.	Rent.....	8
5.	Other Payments.....	8
6.	Air-Conditioning and Heating.....	9
7.	Legal Costs and Disbursements.....	9
8.	Bond	10
9.	Use of Premises	11
10.	Alterations and Fitout.....	13
11.	Repairs, Maintenance and Replacement.....	14
12.	Insurance.....	16
13.	Indemnity and Release.....	17
14.	Quiet Enjoyment.....	18
15.	Damage or Destruction to the Premises.....	18
16.	Assignment.....	20
17.	Default and Re-entry.....	20
18.	Fixtures Remaining after Breach	22
19.	No Compensation.....	22
20.	Essential Terms.....	22
21.	Rules	24
22.	Superior Lease	24
23.	GST	24
23.1	GST definitions	24
24.	Application of RT Act.....	25
25.	Special conditions.....	26
26.	Miscellaneous.....	26
27.	Land Management Agreement	27
	Schedule 1.....	28
	Schedule 2.....	30
	Schedule 3 – Rules.....	32
	Schedule 4 – Rent Review.....	33

PARTIES: **LAND DEVELOPMENT AGENCY ABN 20 419 925 579**, an agency established by section 31 of the *Planning and Development Act 2007 (ACT)* (**Lessor**).

[REDACTED]
[REDACTED] (**Lessee**).

IT IS AGREED by the parties as follows:

1. Interpretation

1.1 Definitions

In this Sublease unless the context otherwise requires:

- | | |
|--------------------------------|---|
| Access Area | means that part of the Premises marked as the Access Area on the plan set out in Exhibit A. |
| Agricultural Sublease | Means the rural sublease to the Lessee over Blocks 1491, 1492, 1587 Division of Belconnen other than Site 1, Site 2 and Site 3 |
| Air-Conditioning System | means the plant, equipment, machinery or ducting for heating, cooling and/or circulating air supplied by the Lessor. |
| Building | means any building or dwelling on the Land in which the Premises are located. |
| Bond | means a bond provided by the Lessee in the amount specified in Item 16. |
| Commencement Date | means the date set out in Item 5. |
| Contact Officer | means, in relation to each party, the representative whose name and contact details are specified in Item 15, or as notified in writing from time to time by one party to the other. |
| General Charges | means those items set out in section 3 of Schedule 2. |
| Insolvency Event | means: <ul style="list-style-type: none">(a) in respect of a natural person:<ul style="list-style-type: none">(i) any orders or agreements made in respect of the affairs of the person in accordance with the <i>Bankruptcy Act 1966</i>; or(ii) in the reasonable opinion of the Territory the |

person is likely to be declared bankrupt or lose control of the management of their financial affairs; or

- (b) in respect of all other entities:
 - (i) any of the events listed in s459C of the *Corporations Act 2001* occur in respect of the entity; or
 - (ii) any other event occurs which, in the reasonable opinion of the Territory is likely to result, or has resulted, in the:
 - (a) insolvency;
 - (b) winding up; or
 - (c) appointment of a controller (as that term defined in the *Corporations Act 2001*) in respect of part or all of the assets.

Item	means an item in Schedule 1.
Land	means the land described in Item 2.
Leases Act	means the <i>Leases (Commercial and Retail) Act 2001</i> (ACT) as amended or varied from time to time.
Lessee	means the person or organisation named in Item 1 and, if a natural person or persons, their respective executors, administrators and permitted assigns, and if a company or incorporated association, its successors and permitted assigns.
Lessee's Improvements	means each of the following, as applicable: <ul style="list-style-type: none">(1) any improvements including buildings or other structures:<ul style="list-style-type: none">(a) constructed or placed in or on the Premises by the Lessee; or(b) constructed or placed in or on the Premises at the Lessee's expense and/or direction;(2) any fittings or fixtures erected or installed on the Premises by the Lessee including any partitions or devices for heating or cooling or fire prevention;(3) any light bulbs, light fittings, fluorescent tubes or

other illuminating devices in the Premises; or

- (4) anything in or on the Premises which is not Lessor's Improvements.

Lessor means the Land Development Agency its successors and assigns.

Lessor's Improvements means all improvements in existence on the Premises as at the Commencement Date including each of the following, as applicable:

- (1) the physical structure of the Buildings erected on the Premises supplied by the Lessor, including the roof, walls, ceilings and lifts;
- (2) any improvements forming part of the Premises erected at the expense of the Lessor;
- (3) any fittings, fixtures, or goods in or on the Premises erected, installed or placed by the Lessor; or
- (4) any systems installed in the Premises by the Lessor including the Air-Conditioning System and fire and sprinkler systems.

Option Term means a sublease for a further term for the period set out in Item 13.

Premises means the premises described in Item 3.

Prescribed Insurer means an insurer that is authorised by the Australian Prudential Regulation Authority to conduct new or renewal insurance business in Australia and is rated AA or better by Standard and Poors.

Rent is the rent per annum in Item 7 as varied from time to time in accordance with this Sublease.

Rent Review Dates means the dates set out in Item 8(a).

RT Act means the *Residential Tenancies Act 1997* (ACT) as amended or varied from time to time.

Rules means the rules attached in Schedule 3.

Schedule means any schedule forming part of this Sublease.

Service Charges means those items set out in section 2 of Schedule 2.

Site 1 means that part of the Premises marked as Site 1 on the plan set out in Schedule 7.

Site 2	means that part of the Premises marked as Site 2 on the plan set out in Schedule 7.
Site 3	means that part of the Premises marked as Site 3 on the plan set out in Schedule 7.
Statutory Outgoings	means those items set out in section 1 of Schedule 2.
Sublease	means this agreement and all Schedules and attachments.
Term	means the term specified in Item 4, or if extended under clause 2.2, the initial term and the extended term.
Territory	means: <ul style="list-style-type: none"> (1) when used in a geographical sense, the Australian Capital Territory; and (2) when used in any other sense, the body politic established by section 7 of the <i>Australian Capital Territory (Self-Government) Act 1988</i> (Cth).

1.2 General

In this Sublease, unless a contrary intention is expressed:

- (1) references to legislation or to provisions in legislation include references to amendments or re-enactments of them and to all regulations, determinations and instruments issued under the legislation;
- (2) words importing a gender include the others; words in the singular number include the plural and vice versa; and where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (3) “include” is not to be construed as a word of limitation;
- (4) headings have no effect on the interpretation of the provisions;
- (5) an obligation imposed by this Sublease on more than one person binds them jointly and severally;
- (6) words and expressions importing natural persons include body corporates, associations, government and local authorities and agencies;
- (7) any provisions in a Schedule form part of this Sublease; and
- (8) the parties will not be bound by the standard provisions referred to in

section 20(3) of the Leases Act.

2. Sublease

2.1 Grant

From the Commencement Date, the Lessor grants a Sublease over the Premises to the Lessee for the Term, at the Rent on the terms set out in this Sublease.

2.2 Holding Over

2.2.1 If the Lessee continues to occupy the Premises after the expiration of the Term, with the consent of the Lessor, the Lessee:

- (1) is a monthly lessee;
- (2) at the monthly Rent applying at the end of the Term, reviewed annually on the day referred to in Item 8(a) in accordance with the method of review set out in Item 8(b), and calculated in accordance with the formula set out in Schedule 4; and
- (3) occupies the Premises upon the conditions of this Sublease.

2.2.2 The monthly tenancy may be ended by either party giving one month's written notice to the other and the notice may be given at any time.

2.3 Term of Sublease dependant on continued residence of [REDACTED]

2.3.1 The Lessee must promptly notify the Lessor:

- (1) If neither [REDACTED] use the Land, or any part of the Land, as their primary place of residence for a continuous period of more than three months; or
- (2) upon the death of both [REDACTED]

2.3.2 Either party may terminate this Sublease by providing 30 days written notice to the other party without breach and without any rights to compensation if either event in clause 2.3.1(1) or 2.3.1(2) occurs.

3. Option to renew

3.1.1 This clause applies if Item 13 has been completed with an Option Term and the Lessee wishes to take a further sublease of the Premises for that Option Term after the expiry of the Term.

3.1.2 The right to exercise the option under this clause is conditional upon the Lessee:

- (1) punctually paying the Rent and observing the covenants throughout the

Term;

- (2) not being in breach of the sublease at the time of exercise of the option;
and
- (3) serving on the Lessor, written notice no more than six months but no less than three months before the date of expiry of the Term.

3.1.3 Subject to clause 3.1.2, the Lessee may, by service of the notice referred to in this clause, accept the offer by the Lessor to grant a renewal of a sublease and the new sublease will issue for the Option Term, at a rental to be reviewed in accordance with the provisions of Schedule 4 and upon terms and conditions then appearing in any standard sublease issued by the Lessor at that time, provided that the new sublease will not include this clause.

4. Rent

4.1 Rent

The Lessee must pay the Rent if and when requested by the Lessor.

4.2 Review of Rent

The Rent will be reviewed on the Rent Review Dates in accordance with the corresponding method of rent review in Item 8(b) and in accordance with Schedule 4.

4.3 Interest on Overdue Monies

4.3.1 If the Rent or any other monies payable by the Lessee are not paid by the due date, then the Lessee must pay to the Lessor interest at the rate per annum shown in Item 14 on those monies from the date on which they fall due until the date of payment or recovery.

4.3.2 The Lessor is entitled to recover the interest from the Lessee as if it was Rent in arrears. Nothing in this clause restricts or prejudices any right of the Lessor in respect of the monies due.

5. Other Payments

5.1 Statutory Outgoings, Service Charges, General Charges

5.1.1 Subject to Clause 5.1.2 the Lessee must promptly pay:

- (1) all charges for gas, electricity, oil and water separately metered or supplied and consumed in or on the Premises;
- (2) all charges in respect of any telephone or other communication services connected to the Premises; and
- (3) all other charges for the supply of any service separately supplied to the

Premises.

- 5.1.2 If water and/or electricity consumption is not separately metered to the Premises, the Lessee must pay a proportion of the amount of consumption charges metered to the Land as the Lessor deems appropriate, acting reasonably, having regard to the size of the Premises, other occupants on the Land, the respective use by all occupants on the Land (including the Lessee) and any other factor which is relevant.
- 5.1.3 The Lessee must, within 30 days of receipt of a written request from the Lessor, pay to the Lessor all charges and expenses for Statutory Outgoings, Service Charges and General Charges that are payable by the Lessee as set out in Schedule 2. For convenience, the respective percentage of contributions to be met by each party is specified in Schedule 2. Where there is any discrepancy between the provisions of this clause and Schedule 2, the provisions of Schedule 2 will apply.

6. Air-Conditioning and Heating

6.1 No interference

The Lessee will not do or permit or suffer to be done, anything which, in the reasonable opinion of the Lessor, might interfere with or impair the efficient operation of the Air-Conditioning System.

6.2 Failure of Air-Conditioning System

Should the Air-Conditioning System fail to function for any reason, the Lessee will not, by reason of any such failure, be entitled to terminate this Sublease, nor will the Lessee have any right of action or claim for compensation or damages against the Lessor.

6.3 Maintenance and repair of Air-Conditioning System

The Lessee must maintain and repair the Air-Conditioning System.

7. Legal Costs and Disbursements

7.1 Cost of Sublease preparation

The Lessor and Lessee will each bear their own costs (including legal costs and disbursements) in relation to the negotiation, preparation and execution of this Sublease.

7.2 Stamp duty

The Lessor will pay all stamp duty (if any is payable) assessed with respect to the Sublease.

7.3 Lessee's additional costs

In addition to all costs and expenses for which the Lessee is liable at law or in equity to pay, the Lessee will pay to the Lessor, on demand, the Lessor's reasonable costs and expenses (including reasonable legal costs assessed on a solicitor and client basis and registration fee and taxes, which may be payable):

- (1) for, and incidental to, any variation, surrender or termination of this Sublease except if terminated in accordance with Clause 2.3;
- (2) in respect of any consent by the Lessor required under this Sublease;
- (3) incurred by or on behalf of the Lessor in consequence of, or arising out of, any default in the due observance or performance of any covenant or obligation on the part of the Lessee;
- (4) incurred by the Lessor in consequence of any request of, or application by, the Lessee; or
- (5) incurred by the Lessor as a result of the exercise, of any of the Lessor's rights or powers.

7.4 Registration costs

The Lessee must pay all costs for:

- (1) registration of this Sublease; and
- (2) preparing and registering a subleasing plan to define the Premises subject to any amendments required by the Lessor..

8. Bond

8.1 Provision of Bond

If the Lessor requires payment of a Bond, the Lessee must deliver the Bond to the Lessor on or before the Commencement Date.

8.2 Use of Bond

The Lessor may use the Bond if the Lessee does not comply with any of its obligations under this Sublease (including any extension or holding over), and the Lessor may have recourse to the Bond without notice to the Lessee.

8.3 Return of bond

Within 30 days of the expiry of this Sublease (or any holding over, renewal or extension of this Sublease) or the Lessee vacating the Premises, whichever is the later, the Lessor must repay to the Lessee, the Bond (or so much as the Lessor has not previously called upon).

8.4 Bank guarantee

In substitution for the Bond, the Lessee may elect to provide an unconditional and irrevocable written undertaking by a bank, in favour of the Lessor and containing terms and conditions reasonably required by the Lessor for the same amount.

8.5 Additional bond or bank guarantee

If the Lessor has recourse to any amount of the Bond or calls on the bank guarantee, then, no later than seven days after the Lessor gives the Lessee a notice asking for it, the Lessee must deliver to the Lessor an amount equal to the Bond moneys called upon or a replacement or additional bank guarantee so that the amount guaranteed is equal to the amount of the original Bond or bank guarantee.

9. Use of Premises

9.1 Use of Premises

The Lessee must not use or occupy the Premises except for the use set out in Item 9 or any such other purpose consented to by the Lessor in writing.

9.2 Crown Lease

The Lessee must not use the Premises for any purpose other than as permitted by the Crown Lease for the Land or any superior lease of the Premises.

9.4 No warranty as to suitability

9.4.1 The Lessee acknowledges that no promise, representation, warranty or undertaking has been given by or on behalf of the Lessor as to the suitability of the Premises, the Building or the Land for any purposes or as to the fittings, finishing, facility and amenities of the Premises, the Building or the Land, except as contained in this Sublease. The Lessee must satisfy itself in respect to the use to which the Premises may be put and acceptance of this Sublease acknowledges full knowledge of any prohibitions or restrictions on the use of the Premises, including any imposed by law.

9.4.2 Where the permitted use of the Premises requires the consent of any authority, the Lessee must obtain that consent at its own expense. The Lessee must keep current the licenses and permits required to carry on its activities from the Premises.

9.4.3 Without limiting the preceding subclauses of this clause 9.4, the Lessee acknowledges that the Lessor makes not representation as to whether any improvements on the Land:

- (1) are fit for habitation;
- (2) are in any particular state of repair or maintenance;

- (3) are constructed or maintained to any particular standard or condition;
- (4) have all or usual approval or certification from any authority,

and the Lessee will not raise any complaint or bring any cause of action against the Lessor in respect of such matters.

9.5 Signs

The Lessee must not fix or place any sign, notice, advertisement or other thing on any part of the Premises or the Building without the consent in writing of the Lessor and then only in such colour, size and style and in such places as approved by the Lessor, such approval not to be unreasonably withheld.

9.6 Compliance with laws

The Lessee must comply, at its expense, with all laws and the requirements of any authority in connection with the Lessee's use or occupation of the Premises.

9.7 Keep clean

The Lessee must:

- (1) keep the Premises and immediate surroundings clean and tidy (including moving, if applicable), and free from refuse and vermin;
- (2) not store or place any objects on the area surrounding the Premises; and
- (3) allow reasonable access to the Premises to the Lessor and its employees, agents, contractors or invitees to enable it to carry out any obligation required by this Sublease.

9.8 Statutory notices

9.8.1 If the Lessee receives a notice from any authority in respect of the Premises, the Lessee must immediately notify the Lessor in writing.

9.8.2 Subject to Clause 17.3 the Lessee must comply promptly with all notices received from any authority in respect of the Premises except such notices as would have been given irrespective of the Lessee's use and occupation of the Premises.

9.9 Notice of defect

The Lessee must immediately give notice to the Lessor of any damage to the Premises and any accident affecting water, gas or oil pipes, electrical wiring, the Air-Conditioning System or any defect in them and any other fittings, fixtures or facilities provided by the Lessor.

9.10 Infectious illnesses

If any serious infectious illness occurs in the Premises, the Lessee must immediately notify the Lessor and have the Premises fumigated and disinfected by a suitably certified contractor, at the expense of the Lessee, to the satisfaction of any relevant authority.

9.11 Rubbish

The Lessee will keep the Premises free from rubbish including placing all rubbish in proper receptacles.

9.12 Flammable liquids and substances

9.12.1 The Lessee must not store or use chemicals or flammable, volatile or explosive substances on the Premises and must not in any way create any actual or potential fire hazard in the Premises.

9.12.2 The Lessee must permit the Lessor to enter the Premises at any time to control any actual or potential fire hazard and if the hazard, in the reasonable opinion of the Lessor, results from the use of the Premises by the Lessee, the Lessee must pay to the Lessor immediately on notification, the costs of the Lessor in carrying out that work.

10. Alterations and Fitout

10.1 No alterations without consent

10.1.1 The Lessee will not, without the prior written consent of the Lessor, erect any improvements or make any alterations or additions to the Lessee's Improvements on the Premises or permit or suffer the same to be made.

10.1.2 The Lessee must, in the course of erecting any improvements or making any alterations or additions:

- (1) comply with the requirements of the Lessor and all relevant authorities;
- (2) obtain all necessary consents and approvals from all relevant authorities;
and
- (3) not interfere with the quiet enjoyment of any other users of the Land.

10.1.3 The Lessor, in its absolute discretion, may refuse to consent to the erection of improvements or the making of alterations or additions.

10.2 Installing equipment

The Lessee will not, without the prior written consent of the Lessor, install any water, electrical or gas fixture or appliance or any apparatus for light, air, heating or cooling.

10.3 Heavy installation

The Lessee will not bring in or on the Premises any fixtures or goods:

- (1) of such nature, weight or size; or
- (2) creating such noise or vibration in their operation,

such as to cause or, in the reasonable opinion of the Lessor, be likely to cause, any structural or other damage to the floors or walls or any other part of the Premises. Any damage to the Premises caused by the movement or placement of any such items will be made good at the Lessee's expense.

11. Repairs, Maintenance and Replacement

11.1 Inconsistency

Where there is an inconsistency between this clause and Schedule 2, Schedule 2 will prevail.

11.2 Acknowledgement

The Lessee acknowledges that, at the Commencement Date and the date of first occupation of the Premises by the Lessee (if applicable), the Premises and the Lessor's Improvements in it were in suitable repair and condition.

11.3 Repair obligations

11.3.1 Subject to clauses 11.3.3, the Lessee must keep the Lessor's Improvements in good and tenable repair and condition having regard to the condition of the Premises at the Commencement Date.

11.3.2 The Lessee must maintain and keep the Lessee's Improvements in good and tenable repair.

11.3.3 The Lessee must maintain the Lessor's Improvements to a standard equivalent to that at the date of first occupation by the Lessee (or, if the Lessor has upgraded the Lessor's Improvements, to the upgraded standard).

11.4 Replacement obligations

11.4.1 Subject to subclause 11.4.2, the Lessor will replace any Lessor's Improvements which, in the Lessor's absolute opinion, requires replacement.

11.4.2 The Lessor's obligation to replace the Lessor's Improvements will not apply when the requirement to replace arises as a result of the negligence or act or omission of the Lessee, or the Lessee's employees, agents, contractors or invitees or the failure of the Lessee to maintain the Lessor's Improvements.

11.4.3 The Lessee will be responsible for the replacement of the Lessee's Improvements.

11.5 Make Good

The Lessee must, at the time of, or immediately before, the expiration or termination of this Sublease, leave the Premises neat and tidy and in substantially the same condition as at the Commencement Date, fair wear and tear excepted.

11.6 Notices to repair

11.6.1 The Lessor may, at any time, serve on the Lessee a notice in writing of any defect which the Lessee is required to repair that was not present and apparent at the Commencement Date. The Lessee will repair the defect within 21 days of the date of service of the notice (or such other period as agreed). The Lessor may specify a period of less than 21 days within which to repair the defect if the defect is likely to cause damage to the Premises or Building or may cause injury to any person.

11.6.2 Where the Lessor is required to repair, due to the default of the Lessee, the Lessee must pay to the Lessor the cost of those repairs and any associated expenses within 7 days of notification of the amount.

11.7 Leaving Lessee's Improvements goods or fixtures behind

To the extent permitted by law, if the Lessee leaves any Lessee's Improvements, goods or fixtures in the Premises for more than 21 days after the expiry or termination of this Sublease, the Lessor may dispose of them in any way the Lessor sees fit. In addition, any such Lessee's Improvements, goods or fixtures will, at the Lessor's election, become the Lessor's Improvements absolutely and the Lessor may deal with them without accounting to the Lessee or being required to compensate the Lessee.

11.8 Other services

11.8.1 During the Term, and any extension or renewal of it, the Lessor must maintain in working order any services within the Premises which are the responsibility of the Lessor.

11.8.2 If any of the services specified in this clause:

- (1) malfunction;
- (2) become unsafe; or

(3) are otherwise incapable of being operated as a result of any cause,

the Lessor will, within a reasonable time (not being less than 48 hours except in the case of an emergency) after receipt of written notification from the Lessee, repair or replace the services (or part of the services) with services of an equivalent type and quality.

11.8.3 The Lessor will not be required to repair or replace any of the services referred to in clause 11.8.1 where the repair or replacement arises as a result of the negligence or default of the Lessee or the Lessee's employees, agents, contractors or invitees unless the Lessee has first paid to the Lessor, the estimated cost of the repair or replacement.

11A Lessees right to use Access Area

The Lessor must ensure that at all times during the Term the Lessee and persons authorised the Lessee are granted the right to enter and traverse the Access Area with necessary materials and equipment, including, but not limited to vehicles, at any time, to enable the Lessee to access those parts of the Land subject to their respective subleases on the Land provided always the Lessee must:

- (1) minimise disruption to the Lessee of premises that includes the Access Area use and enjoyment of that Premises;
- (2) as far as reasonably possible remain on graded/marked roads when accessing the Access Area with vehicles; and
- (3) close/fasten all gates they open or unfasten when accessing the Access Area

12. Insurance

12.1 Public Liability

The Lessee, during the Term and any holding over under this Sublease, must keep current a public risk liability policy with a Prescribed Insurer for an amount for any single occurrence of not less than the amount referred to in Item 11. The policy must indemnify the Lessor against all actions and demands of any kind arising from the use and occupation by the Lessee and/or the Lessee's employees, agents, contractors and invitees of the Premises. The policy must note the Lessor's interest.

12.2 Other Insurance

The Lessee will be responsible for insuring the Lessee's Improvements and all other property of the Lessee in the Premises.

12.3 General obligations not to increase Lessor's insurance

The Lessee must not do, or permit to be done, anything that would result in any insurance in relation to the Premises (including insurance required to be held by the Lessee under this Agreement) being:

- (1) unenforceable;
- (2) voidable; or
- (3) likely to increase the rate of premium on any insurance taken out by the Lessor (except with the approval of the Lessor in writing).

12.4 Fire Regulations

12.4.1 The Lessee must comply with the insurance, sprinkler and fire alarm regulations in relation to any partitions and other permitted fixtures or fittings which may be erected by or on behalf of the Lessee on the Premises.

12.4.2 The Lessee must pay the Lessor the cost of any alterations to the sprinkler or fire alarm installations which may become necessary by reason of a non-compliance by the Lessee with the relevant Australian Standards (determined by Standards Australia or any substituted body), the directions or orders of any relevant authority or the requirements of the insurer.

12.5 Production of policy

The Lessee, in respect of any policy of insurance to be taken out by the Lessee, must, on request, produce to the Lessor either a:

- (1) policy of insurance; or
- (2) certificate of currency for the policy.

13. Indemnity and Release

13.1 Risk

The Lessee will occupy, use and keep the Premises at its own risk.

13.2 Indemnity

The Lessee indemnifies the Lessor, its employees, agents, contractors and invitees against liability in respect of all actually loss suffered by the Lessor arising from all claims, costs and expenses, damage, injury or death to persons or property caused or contributed to by the Lessee and/or its employees, agents, contractors or invitees in connection with this Sublease, except to the extent that the Lessor, through negligence or unlawful act or omission, has caused the relevant loss, damage or injury to the extent not covered by insurance of the Lessor.

13.3 Claims to be made good

The Lessee must, at its expense, make good the amount of all claims, loss, damage, costs and expenses, the subject of the indemnity in clause 13.2.

13.4 Release

To the full extent permitted by law, the Lessee hereby releases the Lessor, its employees, agents, contractors and invitees from all claims and demands of every kind and from all liability which may arise in respect of any death or injury to any person or any accident or damage to property of any kind or nature, in or near the Premises or the Land other than as may be caused by the wilful or negligent act of the Lessor, its employees, agents, contractors or invitees.

14. Quiet Enjoyment

If the Lessee pays the Rent and other monies payable under this Sublease and observes the covenants and terms of this Sublease, the Lessee may use the Premises without interruption or disturbance from the Lessor or any person claiming under the Lessor, save as specifically provided for in this Sublease.

15. Damage or Destruction to the Premises

15.1 Damage or destruction to the Premises

If the Premises or the Building or both are materially damaged or destroyed, and as a result, the Lessee cannot use or access the Premises, then the Lessor must, within 2 months, tell the Lessee whether or not the Lessor proposes to repair the Premises or the Building and if so, the approximate start and finish dates for the work. Meanwhile the Lessee must continue to use any part of the Premises that is useable, safe and accessible, and to obey this Sublease as far as possible.

15.2 Termination by Lessor

If:

- (1) the Lessor gives the Lessee a notice under subclause 15.1 that the Lessor does not intend to repair the Premises or Building; and
- (2) one of the following applies:
 - (a) the Premises or Building has to be, or has been, demolished because of the damage;
 - (b) the damage extends to more than 50% of the Premises or Building;
 - (c) it is impracticable to repair or reinstate the Premises or Building within one year of the date of damage; or

- (d) the Lessee cannot use the Premises and this Sublease expires within 2 years of the damage occurring and there is no option for a further term;

then the Lessor may terminate this Sublease by 30 days' written notice to the Lessee.

15.3 Termination by Lessee

If one of the following applies:

- (1) the Lessor gives the Lessee a notice under subclause 15.1 that the Lessor does not intend to repair the Premises or Building;
- (2) the Lessor gives the Lessee a notice under subclause 15.1 that the Lessor does intend to repair the Premises or Building but the Lessor unreasonably departs from the proposed start and finish dates; or
- (3) the Lessee will not be able to use the Premises within a reasonable period or for more than one year after the day, or last day, the damage happened;

then the Lessee may give a written notice terminating the Sublease on 30 days' notice and specifying the reason for that termination.

15.4 No payment of Rent

While the Lessee cannot use the Premises due to damage to the Premises or the Building, the Lessee is not required to pay Rent and any other money payable under this Sublease unless the Lessor and the Lessee otherwise agree or unless the Court orders otherwise.

15.5 Payment of Rent continues

If the Premises or the Building are damaged but the Lessee is still able to use the Premises (in full or in part), then the Lessee must continue to pay Rent and other money payable under this Sublease unless the Lessor and the Lessee otherwise agree or unless the Court orders otherwise.

15.6 Agreement to end Sublease

The Lessor and the Lessee may also agree to end this Sublease without the Lessor giving the notice under subclause 15.1.

15.7 Obligation to repair or reconstruct

Other than as set out in this clause, nothing in this Sublease imposes an obligation upon the Lessor to repair or reconstruct the Premises or the Building in the event of damage to or destruction as described in this clause.

16. Assignment

16.1 No assignment, subletting or mortgage

The Lessee may only assign this Sublease, underlet the Premises or grant a mortgage over this Sublease with the written consent of the Lessor and may not licence or otherwise part with possession of the Premises.

16.2 Lessee to seek consent

Where the Lessee wishes to underlet or grant a mortgage, the Lessee must notify the Lessor in writing of the intention and apply for consent.

16.3 Planning Act Application

In addition, where any restriction on subletting or underletting under the *Planning and Development Act 2007* applies to the Crown Lease for the Land, the Lessor must obtain the consent of the ACT Planning and Land Authority to any proposed subletting or underletting of the Premises. If the ACT Planning and Land Authority does not grant consent either this Sublease will be of no force and effect or the Lessee must not sublet or underlet, as applicable.

17. Default and Re-entry

17.1 Default by Lessee

Where the Lessee is in breach of any condition in this Sublease, the Lessor may remedy the breach at any time without notice to the Lessee and without limiting the rights of the Lessor as a consequence of that breach. Where the Lessor so acts, all reasonable costs and expenses incurred by the Lessor (including reasonable legal costs on a solicitor and client basis) in remedying any breach, must be paid by the Lessee to the Lessor immediately upon written notification of the amount and, in default, the amount may be recovered in a court of competent jurisdiction.

17.2 Termination for breach

Where:

- (1) any instalment of the Rent or other money payable by the Lessee to the Lessor is 21 days in arrears (in case of the Rent whether or not demand has been made for it);
- (2) a notice has been served on the Lessee by, or on behalf of, the Lessor specifying a breach of this Sublease and, if applicable, that breach has not been remedied or compensated for in accordance with the notice, provided the notice has allowed at least 21 days in which to remedy or compensate; or
- (3) the Lessee:

- (a) becomes bankrupt or is subject to an Insolvency Event;
- (b) makes any assignment for the benefit of creditors, or makes any arrangement with creditors for liquidation of the debts of the Lessee by composition or otherwise; or
- (c) being a company or an incorporated association, goes into liquidation either voluntarily or compulsorily, (except for the purpose of reconstruction or amalgamation), or is wound up dissolved or placed under official management or a receiver or manager any of its assets is appointed or an inspector is appointed under the *Corporations Act 2001* (Cth),

the Lessor may, at any time thereafter give written notice to the Lessee that the Lessor intends to terminate this Sublease (the "Termination Notice").

17.3 Termination without breach

17.3.1 Either party may terminate this Sublease after giving 30 days notice to the other party where the Lessee is unable to use the Use of Premises.

17.3.2 Notwithstanding 17.3.1 the Lessor shall not terminate this Sublease where the Lessee is unable to use the Use of Premises and:

- (1) the impediment to use relates only to occupation and use of the land for its permitted purposes;
- (2) the impediment to use does not void or adversely impact any insurance either party is required to take out under this Sublease;
- (3) the Lessee is diligently attempting to resolve the impediment to use; and
- (4) the Lessor has not been directed by any authority to cease permitting the Lessee to use the Premises.

17.4 Date of termination

17.4.1 The termination referred to in the Termination Notice takes effect on the earlier of:

- (1) the date that the Lessee agrees to the termination by notice in writing to the Lessor; or
- (2) the date 14 days after the service of the Termination Notice (the "time period") provided that the Lessee does not contest the termination by application to the Magistrate's Court within the time period.

17.4.2 If the Lessee contests the termination in accordance with subclause 17.3.1(2), the termination has effect on the date ordered to be the date on which the termination takes effect by the Magistrate's Court.

18. Fixtures Remaining after Breach

18.1 Application

This clause applies:

- (1) where this Sublease has been terminated or the Lessor has re-entered the Premises; and
- (2) in relation to any fixtures or goods in the Premises which do not, on termination or re-entry, pass to the Lessor and which remain in the Premises for 14 days after the date of termination or re-entry.

18.2 Removal by Lessor

The Lessor may:

- (1) remove any fixtures or goods to which this clause applies from the Premises and store them in such place and manner as the Lessor thinks fit;
- (2) on reasonable notice to the Lessee, place any fixtures or goods outside the Premises; and/or
- (3) sell the fixtures and goods and deduct from the proceeds, the Lessor's costs in removing, storing and selling them, and account to the Lessee for the balance.

18.3 Payment of costs

The Lessee must pay to the Lessor, on demand, all reasonable costs and expenses of the Lessor in removing or storing fixtures or goods.

19. No Compensation

At the expiry of this Sublease, the Lessee will not be entitled to receive any compensation in respect of any Lessee's Improvements or goods remaining on the Premises.

20. Essential Terms

20.1 Essential Terms

Each of the following covenants by the Lessee is an essential term of this Sublease:

- (1) subclause 4.1 relating to payment of Rent and subclause 5.1 regarding other payments to be made by the Lessee;
- (2) clauses 9.1 and 9.2 relating to use of the Premises;

- (3) clause 10.1 relating to alterations and additions;
- (4) clauses 11.3 and 11.5 relating to repair, maintenance and make good;
- (5) clauses 12.1 and 12.3 relating to insurance;
- (6) clause 16.1 relating to assignment, underletting and mortgaging; and
- (7) clause 23 relating to payment of GST.

20.2 Acceptance of arrears

The acceptance by the Lessor of arrears or the late payment of Rent or other monies does not constitute a waiver of the essential and continuing obligation of the Lessee to pay Rent and other moneys during the Term on the dates specified in the Sublease.

20.3 Breach of an essential term

The Lessee must compensate the Lessor in respect of any breach of an essential term of this Sublease and the Lessor is entitled to recover damages from the Lessee in respect of such breaches. The Lessor's entitlement under this clause is in addition to any other remedy or entitlement (including the right to terminate this Sublease).

20.4 Loss on repudiation or breach

Where the Lessee's conduct (whether acts or omissions) constitutes:

- (1) a repudiation of the Sublease; or
- (2) a breach of any covenant contained in the Sublease,

the Lessee will compensate the Lessor for the loss or damage suffered by reason of the repudiation or breach.

20.5 Quantum of damages recoverable

The Lessor is entitled to recover damages against the Lessee in respect of repudiation or breach of covenant for the damage suffered by the Lessor during the entire Term.

20.6 Certain events of no effect

The Lessor's entitlement to recover damages is not affected or limited by any of the following:

- (1) if the Lessee abandons or vacates the Premises;
- (2) if the Lessor elects to re-enter or to terminate the Sublease;

- (3) if the Lessor accepts the Lessee's repudiation; or
- (4) if the party's conduct constitutes a surrender by operation of law.

20.7 Lessor may remedy defaults

The Lessor may remedy without notice, any default by the Lessee under this Sublease and whenever the Lessor elects to do so, all costs and expenses incurred by the Lessor (including legal costs and expenses) are to be paid by the Lessee immediately on notification.

21. Rules

22.1 Rules

The Lessee must comply with the Rules and the Lessee acknowledges that, if it fails to comply with any of the Rules, the failure constitutes a breach of this Sublease.

22.2 Compliance with Rules

The Lessee must take all reasonable steps to ensure that its employees, agents, contractors and invitees comply with the Rules.

22.3 Variation of Rules

The Lessor may delete, vary or add to the Rules provided that the Lessor notifies the Lessee of the changes within 30 days of making the changes.

22. Superior Lease

Where the Lessor is the Crown Lessee;

- (1) this Sublease will be read and construed as a sublease;
- (2) the Lessor covenants punctually to make all payments due and owing under the Crown Lease and to observe the covenants contained in the Crown Lease;
- (3) subject to the terms and conditions of this Sublease, the Lessee covenants to observe the covenants contained in the Crown Lease on the part of the lessee named in that Crown Lease, except for the payment of money by the lessee required by the Crown Lease.

23. GST

23.1 GST definitions

23.1.1 In this clause:

Act means the *A New Tax System (Goods and Services Tax) Act 1999* (as amended) and any regulation made under that Act;

GST, Taxable Supply, Input Tax Credit, Supply and Tax Invoice have the same meaning as in the Act;

GST Rate means 10% or if the rate at which GST is calculated under the Act changes, the rate applicable at the relevant time.

Payment includes consideration in the form of money given or received and in a form other than money given or received.

23.2 Payment of GST

A party making Payment to another party for a Taxable Supply under this Sublease must pay to the other party at the same time, an additional amount equal to the amount of the Payment multiplied by the GST Rate.

23.3 Reimbursements

When calculating the amount of:

- (a) any reimbursement to a party under this Sublease; and
- (b) the indemnification under this Sublease of an expense, loss or liability incurred or to be incurred by that party,

the other party may include the GST paid or payable on the Supply giving rise to the amount, but if that party includes the GST that party must deduct the amount of any Input Tax Credit from the amount paid.

23.4 Tax invoice

A party receiving a Payment of GST under this clause must provide a Tax Invoice to the party making the Payment before or at the same time as the Payment is received.

24. Application of RT Act

24.1 Application of RT Act

Both parties agree that provisions of the RT Act do not apply to this Lease in accordance with section 6E(1)(a) of the RT Act.

24.2 Application of Leases Act

Both parties agree that the Leases Act does not apply to this Lease.

25. Special conditions

25.1 Variation of provisions

The parties agree that the provisions of this Sublease may be varied as set out in Item 17.

25.2 Inconsistency

Where there is any inconsistency between the terms of this Sublease and Item 17, the provisions of Item 17 will prevail.

26. Miscellaneous

26.1 No waiver

Failure or omission by the Lessor at any time to enforce or require strict or timely compliance with any provision of this Sublease will not:

- (1) affect or impair that provision in any way;
- (2) affect the right or remedy that the Lessor may have in respect of that provision; or
- (3) act as a waiver of any other breach by the Lessee.

26.2 Entire Agreement

This Sublease contains the entire agreement between the parties in relation to the Premises and supersedes any prior representation, negotiations, writing, memoranda and agreements.

26.3 Variation

This Sublease may be varied only by the written agreement of the parties prior to the expiration of this Sublease.

26.4 Severability

Any provision of this Sublease that is illegal, void or unenforceable will not form part of this Sublease to the extent of that illegality, voidness or unenforceability. The remaining provisions of this Sublease will not be invalidated by an illegal, void or unenforceable provision.

26.5 Governing law

This Sublease is governed by and construed in accordance with the law for the time being in force in the Territory and the parties submit to the non-exclusive jurisdiction of the courts of the Territory.

26.6 Compliance with laws

The Lessee must comply with the laws from time to time in force in the Territory.

26.7 Notices

26.7.1 Any notice, including any other communication, required to be given or sent to either party under this Sublease must be in writing. A notice will be deemed to have been given:

- (1) if delivered by hand, on delivery;
- (2) if sent by prepaid mail, on the expiration of two business days after the date on which it was sent; or
- (3) if sent by facsimile, on the sender's facsimile machine recording that the facsimile has been successfully and properly transmitted to the recipient's address.

26.7.2 In addition, where a notice is given by either party to repair or replace, the notice may be sent by electronic mail to an electronic mail address provided to the transmitting party and is deemed to be served at the time the email was sent.

26.8 Authority to complete

The Lessee authorises the Lessor and its solicitors to complete any blanks with a proper date or details and to make any formal correction necessary to this Sublease.

27. Land Management Agreement

The Lessee must do all things necessary to undertake the obligations of the Lessor under any Land Management Agreement in force from time to time at its own expense or, where such an obligation is not possible for the Lessee to undertake on behalf of the Lessor, it must notify the Lessor of such obligations in a timely manner.

Schedule 1

Item 1:	Lessee:	
Item 2:	Land:	Block 1491, 1492 and 1587 Division of Belconnen
Item 3:	Premises:	Site 2 on SLP
Item 4:	Term:	10 years
Item 5:	Commencement Date:	30 August 2016
Item 6:	Expiry Date:	29 August 2026
Item 7:	Rent:	\$1.00 per annum (exclusive of GST) if and when requested.
Item 8:	Rent Review	
	(a) Rent Review Dates	Not applicable
	(b) Method of Rent Review:	Not applicable
Item 9:	Use of Premises:	Residential accommodation including underletting
Item 10:	Outgoings:	See Schedule 2
Item 11:	Public Liability Insurance:	\$10 million
Item 12:	Repair contribution:	100% of all repairs of all kinds
Item 13:	Option Term:	Not applicable
Item 14:	Interest Rate:	10% per annum for all amounts outstanding from the Lessee to the Lessor under this Sublease
Item 15:	Address for Notices:	Lessor: GPO Box 158 Canberra ACT 2601 Contact Officer: Executive Director Sales, marketing & property management Lessee: Contact Officer:

Item 16: Bond: Not applicable

Item 17: Variations: Not applicable

Schedule 2

DISTRIBUTION OF LESSOR AND LESSEE RESPONSIBILITIES IN RELATION TO STATUTORY OUTGOINGS, SERVICE CHARGES AND GENERAL CHARGES

Details of Charges	Percentage of Lessor responsibility (A)	Percentage of Lessee responsibility* (B)
SECTION 1 - STATUTORY OUTGOINGS		
Land Tax	0%	100%
General rates	0%	100%
Water and Sewerage rates	0%	100%
SECTION 2 - SERVICE CHARGES		
Electricity	0%	100%
Gas	0%	100%
Water Usage	0%	100%
Telephone and Communications	0%	100%
Cleaning - General	0%	100%
Cleaning – Toilet requisites	0%	100%
Cleaning - windows Internal	0%	100%
Cleaning - windows external	0%	100%
Rubbish removal/tradewaste bins	0%	100%
Insurance - Plate glass	0%	100%
Insurance - Public Liability	0%	100%
Landscaping/Gardening	0%	100%
After hours Air-Conditioning	0%	100%
Air-Conditioning Repairs	0%	100%
Security system - Premises	0%	100%
Pest Control	0%	100%
SECTION 3 - GENERAL CHARGES		
Insurance - Building	0%	100%
Fire Brigade Monitoring	0%	100%
Fire Protection & Fire	0%	100%

Extinguishers		
Security System - Building	0%	100%
Signage - Internal	0%	100%
Painting	0%	100%
Lifts	0%	100%
Locks and Keys	0%	100%
Floor coverings	0%	100%

*To the extent an Outgoing, Service Charge or General Charge above is not habitually incurred immediately prior to the commencement of the sublease, there is no positive obligation on the Lessee or Lessor to incur such charges and no right to seek to incur such a charge and impose it on the other party.

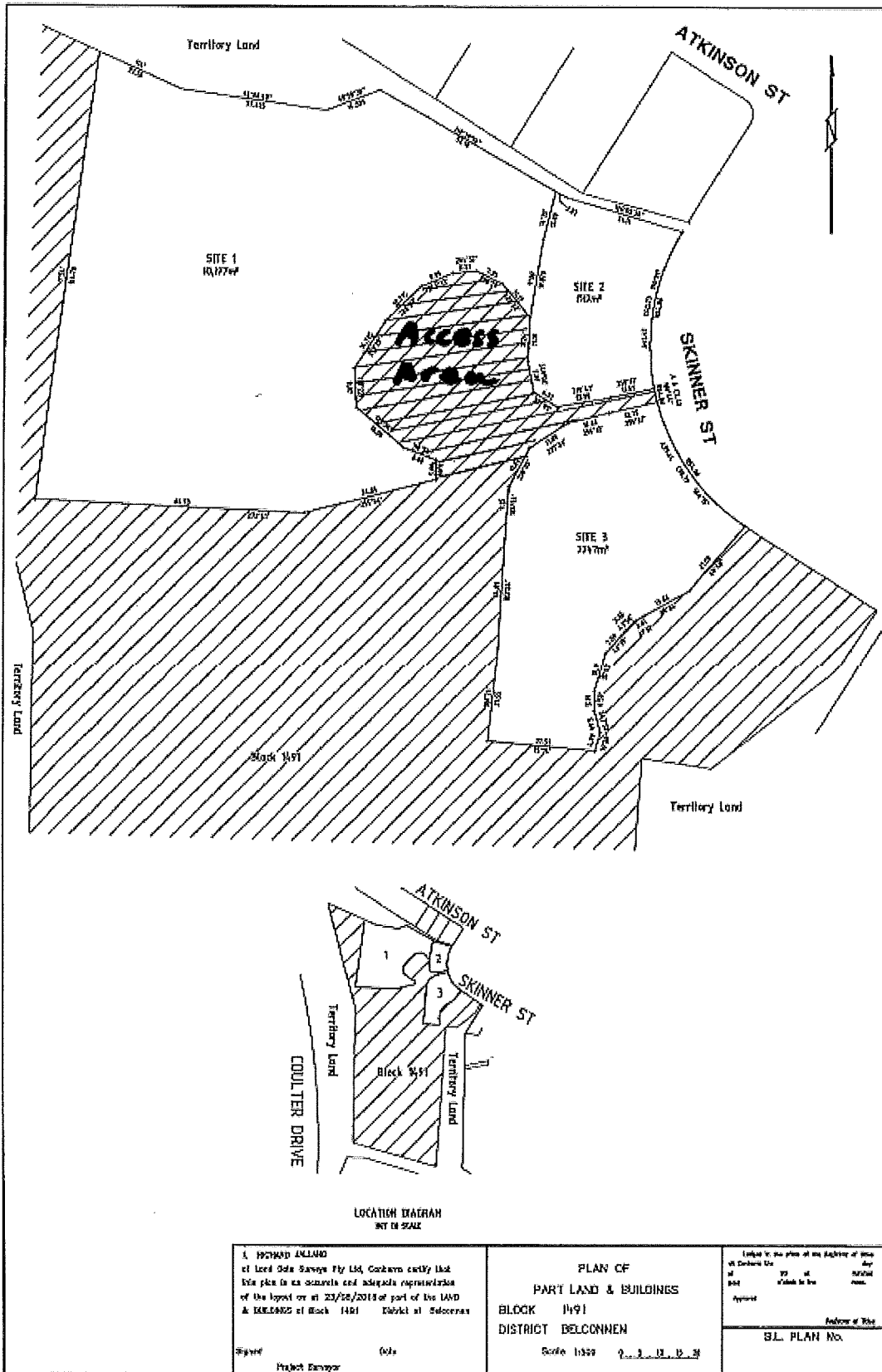
Schedule 3 – Rules

1. All requests for consents or approvals required from the Lessor, all notices required to be given by the Lessee to the Lessor and all enquiries, complaints and suggestions which the Lessee may wish to communicate to the Lessor, are to be in writing to the Contact Officer named in Item 15.
2. The Lessee must keep all doors and other means of access to the Premises securely fastened when the Premises are left unoccupied. The Lessor reserves the right to enter the Premises and fasten them if they are left insecurely fastened.
3. The Lessee must ensure that, at all times, the Lessor has a current address and telephone number at which the Lessee, or a responsible representative of the Lessee, can be reached when the Lessee or representative is not in the Premises.
4. No rubbish or waste may, at any time, be burnt on the Premises or in the Building.
5. The Lessee may not conduct, or permit to be conducted, on the Premises any auction, bankrupt or fire sale.
6. The Lessee must, at the Lessee's own expense, replace all electrical light bulbs and globes and tubes which may become damaged or broken or fail to light in the Premises.

Schedule 4 – Rent Review

Not used

Exhibit A –Plan



Executed as an Agreement

DATE OF THIS AGREEMENT 20

SIGNED for and on behalf of the
LAND DEVELOPMENT AGENCY in)
the presence of:)

.....
Signature of Land Development Agency
delegate

.....
Signature of witness

DANIEL BAILEY
.....
Print name

.....
Print name

SIGNED by
..... in the presence of:

.....
Signature of witness

.....
Signature of

.....
Print name

.....
Print name

Note:

- Date: Must be dated on the date the last party signs the Agreement or, if signed counterparts of the Agreement are exchanged, the date of exchange. Also date the cover page.
- Individual: Must be signed by the individual and witnessed.
- Incorporated Association: Must be signed in accordance with the Association's constitution, which may or may not require the common seal to be affixed. As a minimum, 2 authorised officers must sign.
- Company: Must be signed in accordance with section 127 of the *Corporations Act 2001* (Cth), for example, by 2 directors or a director and a secretary. Common seal may be affixed if required under the constitution but is generally not required.

L

LAND TITLES

OFFICE OF REGULATORY SERVICES
ACT Justice and Community Safety Directorate

SUBLEASE

Land Titles Act 1925

**ACT**
Government

Justice and Community Safety

Form 072 - SL

LODGING PARTY DETAILS

Name	Postal Address	Contact Telephone Number
TRINITY LAW	GPO Box 2705, Canberra City ACT 2601	(02) 61633050

TITLE AND LAND DETAILS

Volume & Folio	District/Division	Section	Block	Unit
1954:83	Belconnen		1491, 1492 & 1587	

FULL NAME OF LESSOR/OWNER (Surname Last)

(ACN required for all companies)

Land Development Agency ABN 20 419 925 579

FULL POSTAL ADDRESS OF LESSOR

TransACT House, 470 Northbourne Avenue, Dickson ACT 2602

FULL NAME OF LESSEE/TENANT (Surname Last)

(ACN required for all companies)

FULL POSTAL ADDRESS OF LESSEE

TENANCY OF LESSEE (Only complete if more than one Lessee)

AREA BEING LEASED

 Whole of the Land
 OR
 Site 3 on SLP

SUBLEASE COMMENCEMENT DATE

30 August 2016

SUBLEASE TERMINATION DATE

29 August 2026

CONDITIONS (Tick whichever is applicable – At least one box will apply)

The covenants implied at sections 119 and 120 of the *Land Titles Act 1925* are hereby negated. The provisions set forth in the registered Memorandum of Provisions (MOP) to be incorporated herein / as modified by annexure as attached. Please provide registered MOP number below. The covenants and conditions set out in the annexure attached are deemed to be incorporated Provide registered MOP number



SUBLEASE

Form 072 - SL

Land Titles Act 1925

IMPORTANT INFORMATION

This form is to be used to lodge a sublease under the *Land Titles Act 1925* (the Act). You can access the Act at www.legislation.act.gov.au. You may also obtain further information and forms at www.ors.act.gov.au.

PRIVACY INFORMATION

The Act authorises the Registrar-General to collect the information required by this form. The Registrar-General provides identifiable information to various agencies including, but not limited to, the Environment and Planning Directorate, the Chief Minister, Treasury and Economic Directorate, Canberra Connect and ACTEWAGL for conveyancing, municipal account administrative, statistical and valuation purposes. These agencies may also use this information to prepare and sell property sales reports to commercial organisations concerned with the development, sale or marketing of land.

CONTACT INFORMATION

Lodge in person at the **Office of Regulatory Services:** **255 Canberra Avenue, Fyshwick ACT 2609**
Office Hours: **9:00am to 4:30pm Monday to Friday**
General enquiries telephone number: **(02) 6207 0491**
Website address: **www.ors.act.gov.au**

INSTRUCTIONS FOR COMPLETION

- A Sublease is required to be marked by ACT Revenue if it has a term greater than 30 years (for Commercial Purposes).
- The certificate of title or production of title consenting to the registration of this document is required for lodgement.
- All information should be typed or clearly printed. If completing this form by hand please use a solid black pen only.
- This office will not accept lodgement of this form if it is not completed in full.
- Any alteration to information provided on this form must be struck through with a black pen. Substitute information must be clear and all parties must sign in the margin. Do not use correction fluid or tape.
- Ensure all required documents are attached. If there is insufficient space in any panel, please use an Annexure Sheet.
- Execution by:
 - a) **A Natural Person** – Should be witnessed by an adult person who is not a party to the document.
 - b) **Attorney** – if this document is executed by an Attorney pursuant to a registered power of attorney, it must set out the full name of the attorney and the form of execution must indicate the source of his/her authority e.g. "AB by his/her attorney XY pursuant to Power of Attorney ACT Registration No..... of which he/she has no notice of revocation". (This execution requires a witness).
 - c) **Corporation** – Section 127 of the *Corporations Act* provides that a company may now validly execute a document with or without using a Common Seal if the document is signed by:
 - i. Two directors of the company;
 - ii. A director and a secretary of the company; or
 - iii. Where the company is a proprietary company and has a sole director who is also the sole company secretary, that director. (This execution does not require a witness).
- The following forms of execution are suggested –
 - a) **With A Common Seal**
The common seal of ABC Pty Ltd/Ltd ACN.....
was affixed in the presence of-
.....(signature)
.....(director/secretary)*
(*repeat if necessary i.e. if two directors signing. If signing as sole director and sole secretary, state 'director/secretary') - (This execution does not require a witness).
 - b) **Without A Common Seal**
Signed by ABC Pty Ltd/Ltd ACN.....
.....(signature)
.....(director/secretary)*
(*repeat if necessary i.e. if two directors signing. If signing as sole director and sole secretary, state 'director/secretary') - (This execution does not require a witness).

CONSENTING PARTY – SUPPORTING DOCUMENTATION

(One form required for each party required to consent)

Please complete and attach – Form 042 – C – Consent

LESSOR'S EXECUTION

Print full name of Lessor

Executed by Land Development Agency ABN 20 419 925 579 by an authorised delegate:



Name of delegate DANIEL BAILEY
Position of delegate EXECUTIVE DIRECTOR
Position number of delegate E822

Signature or common seal of Lessor

Print full name and address of witness



Level 6, 12 Moore St
Canberra ACT 2601

Signature of witness



LESSEE'S EXECUTION

Print full name of Lessee



Address



Signature or common seal of Lessee



Print full name and address of witness



Signature of witness



DATE

20 SEPTEMBER 2016

OFFICE USE ONLY

Lodged by		Certificate of title lodged	
Data entered by		Certificates attached to title	
Registered by		Attachments / Annexures	
Registration date		Production number	



ACT
Government

Justice and Community Safety

LAND TITLES
OFFICE OF REGULATORY SERVICES
ACT Justice and Community Safety Directorate

ANNEXURE

Form 029 - ANN

Land Titles Act 1925

TITLE AND LAND DETAILS				
Volume & Folio	District/Division	Section	Block	Unit
1954:83	Belconnen		1491, 1492 & 1587	

ANNEXURE TO (insert dealing type)	TOTAL NUMBER OF PAGES IN ANNEXURE
Sublease form 072 - SL	

PARTIES TO DOCUMENT (Please state all parties this annexure relates to/supports)
Land Development Agency ABN 20 419 925 579 and [REDACTED]



SUBLEASE ANNEXURE

Date

Parties

LAND DEVELOPMENT AGENCY
ABN 20 419 925 579

BLOCK 1491, 1492 AND 1587
BELCONNEN

Prepared by

Act Government Solicitor
Level 6, 12 Moore Street
Canberra City ACT 2601
Ph: 6207 0666
Fax: 6207 0539
Ref: AG:630797

Version

Final 29 August 2016

CONTENTS

1.	Interpretation	3
2.	Sublease.....	7
3.	Option to renew	7
4.	Rent	8
5.	Other Payments.....	8
6.	Air-Conditioning and Heating.....	9
7.	Legal Costs and Disbursements.....	9
8.	Bond	10
9.	Use of Premises	11
10.	Alterations and Fitout.....	13
11.	Repairs, Maintenance and Replacement.....	14
12.	Insurance.....	16
13.	Indemnity and Release	17
14.	Quiet Enjoyment.....	18
15.	Damage or Destruction to the Premises	18
16.	Assignment.....	20
17.	Default and Re-entry.....	20
18.	Fixtures Remaining after Breach	22
19.	No Compensation.....	22
20.	Essential Terms.....	22
21.	Rules	24
22.	Superior Lease	24
23.	GST	24
23.1	GST definitions	24
24.	Application of RT Act.....	25
25.	Special conditions.....	26
26.	Miscellaneous.....	26
27.	Land Management Agreement	27
	Schedule 1.....	28
	Schedule 2.....	30
	Schedule 3 – Rules.....	32
	Schedule 4 – Rent Review.....	33

PARTIES: **LAND DEVELOPMENT AGENCY ABN 20 419 925 579**, an agency established by section 31 of the *Planning and Development Act 2007* (ACT) (**Lessor**).

[REDACTED]
(**Lessee**).

IT IS AGREED by the parties as follows:

1. Interpretation

1.1 Definitions

In this Sublease unless the context otherwise requires:

- | | |
|--------------------------------|---|
| Access Area | means that part of the Premises marked as the Access Area on the plan set out in Exhibit A. |
| Agricultural Sublease | Means the rural sublease to the Lessee over Blocks 1491, 1492, 1587 Division of Belconnen other than Site 1, Site 2 and Site 3 |
| Air-Conditioning System | means the plant, equipment, machinery or ducting for heating, cooling and/or circulating air supplied by the Lessor. |
| Building | means any building or dwelling on the Land in which the Premises are located. |
| Bond | means a bond provided by the Lessee in the amount specified in Item 16. |
| Commencement Date | means the date set out in Item 5. |
| Contact Officer | means, in relation to each party, the representative whose name and contact details are specified in Item 15, or as notified in writing from time to time by one party to the other. |
| General Charges | means those items set out in section 3 of Schedule 2. |
| Insolvency Event | means: <ul style="list-style-type: none">(a) in respect of a natural person:<ul style="list-style-type: none">(i) any orders or agreements made in respect of the affairs of the person in accordance with the <i>Bankruptcy Act 1966</i>; or(ii) in the reasonable opinion of the Territory the |

person is likely to be declared bankrupt or lose control of the management of their financial affairs; or

- (b) in respect of all other entities:
 - (i) any of the events listed in s459C of the *Corporations Act 2001* occur in respect of the entity; or
 - (ii) any other event occurs which, in the reasonable opinion of the Territory is likely to result, or has resulted, in the:
 - (a) insolvency;
 - (b) winding up; or
 - (c) appointment of a controller (as that term defined in the *Corporations Act 2001*) in respect of part or all of the assets.

Item	means an item in Schedule 1.
Land	means the land described in Item 2.
Leases Act	means the <i>Leases (Commercial and Retail) Act 2001</i> (ACT) as amended or varied from time to time.
Lessee	means the person or organisation named in Item 1 and, if a natural person or persons, their respective executors, administrators and permitted assigns, and if a company or incorporated association, its successors and permitted assigns.
Lessee's Improvements	means each of the following, as applicable: <ul style="list-style-type: none">(1) any improvements including buildings or other structures:<ul style="list-style-type: none">(a) constructed or placed in or on the Premises by the Lessee; or(b) constructed or placed in or on the Premises at the Lessee's expense and/or direction;(2) any fittings or fixtures erected or installed on the Premises by the Lessee including any partitions or devices for heating or cooling or fire prevention;(3) any light bulbs, light fittings, fluorescent tubes or

other illuminating devices in the Premises; or

- (4) anything in or on the Premises which is not Lessor's Improvements.

Lessor means the Land Development Agency its successors and assigns.

Lessor's Improvements means all improvements in existence on the Premises as at the Commencement Date including each of the following, as applicable:

- (1) the physical structure of the Buildings erected on the Premises supplied by the Lessor, including the roof, walls, ceilings and lifts;
- (2) any improvements forming part of the Premises erected at the expense of the Lessor;
- (3) any fittings, fixtures, or goods in or on the Premises erected, installed or placed by the Lessor; or
- (4) any systems installed in the Premises by the Lessor including the Air-Conditioning System and fire and sprinkler systems.

Option Term means a sublease for a further term for the period set out in Item 13.

Premises means the premises described in Item 3.

Prescribed Insurer means an insurer that is authorised by the Australian Prudential Regulation Authority to conduct new or renewal insurance business in Australia and is rated AA or better by Standard and Poors.

Rent is the rent per annum in Item 7 as varied from time to time in accordance with this Sublease.

Rent Review Dates means the dates set out in Item 8(a).

RT Act means the *Residential Tenancies Act 1997* (ACT) as amended or varied from time to time.

Rules means the rules attached in Schedule 3.

Schedule means any schedule forming part of this Sublease.

Service Charges means those items set out in section 2 of Schedule 2.

Site 1 means that part of the Premises marked as Site 1 on the plan set out in Schedule 7.

Site 2	means that part of the Premises marked as Site 2 on the plan set out in Schedule 7.
Site 3	means that part of the Premises marked as Site 3 on the plan set out in Schedule 7.
Statutory Outgoings	means those items set out in section 1 of Schedule 2.
Sublease	means this agreement and all Schedules and attachments.
Term	means the term specified in Item 4, or if extended under clause 2.2, the initial term and the extended term.
Territory	means: <ul style="list-style-type: none"> (1) when used in a geographical sense, the Australian Capital Territory; and (2) when used in any other sense, the body politic established by section 7 of the <i>Australian Capital Territory (Self-Government) Act 1988</i> (Cth).

1.2 General

In this Sublease, unless a contrary intention is expressed:

- (1) references to legislation or to provisions in legislation include references to amendments or re-enactments of them and to all regulations, determinations and instruments issued under the legislation;
- (2) words importing a gender include the others; words in the singular number include the plural and vice versa; and where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (3) “include” is not to be construed as a word of limitation;
- (4) headings have no effect on the interpretation of the provisions;
- (5) an obligation imposed by this Sublease on more than one person binds them jointly and severally;
- (6) words and expressions importing natural persons include body corporates, associations, government and local authorities and agencies;
- (7) any provisions in a Schedule form part of this Sublease; and
- (8) the parties will not be bound by the standard provisions referred to in

section 20(3) of the Leases Act.

2. Sublease

2.1 Grant

From the Commencement Date, the Lessor grants a Sublease over the Premises to the Lessee for the Term, at the Rent on the terms set out in this Sublease.

2.2 Holding Over

2.2.1 If the Lessee continues to occupy the Premises after the expiration of the Term, with the consent of the Lessor, the Lessee:

- (1) is a monthly lessee;
- (2) at the monthly Rent applying at the end of the Term, reviewed annually on the day referred to in Item 8(a) in accordance with the method of review set out in Item 8(b), and calculated in accordance with the formula set out in Schedule 4; and
- (3) occupies the Premises upon the conditions of this Sublease.

2.2.2 The monthly tenancy may be ended by either party giving one month's written notice to the other and the notice may be given at any time.

2.3 Term of Sublease dependant on continued residence of [REDACTED]

2.3.1 The Lessee must promptly notify the Lessor:

- (1) If neither [REDACTED] use the Land, or any part of the Land, as their primary place of residence for a continuous period of more than three months; or
- (2) upon the death of both [REDACTED]

2.3.2 Either party may terminate this Sublease by providing 30 days written notice to the other party without breach and without any rights to compensation if either event in clause 2.3.1(1) or 2.3.1(2) occurs.

3. Option to renew

3.1.1 This clause applies if Item 13 has been completed with an Option Term and the Lessee wishes to take a further sublease of the Premises for that Option Term after the expiry of the Term.

3.1.2 The right to exercise the option under this clause is conditional upon the Lessee:

- (1) punctually paying the Rent and observing the covenants throughout the

Term;

- (2) not being in breach of the sublease at the time of exercise of the option;
and
- (3) serving on the Lessor, written notice no more than six months but no less than three months before the date of expiry of the Term.

3.1.3 Subject to clause 3.1.2, the Lessee may, by service of the notice referred to in this clause, accept the offer by the Lessor to grant a renewal of a sublease and the new sublease will issue for the Option Term, at a rental to be reviewed in accordance with the provisions of Schedule 4 and upon terms and conditions then appearing in any standard sublease issued by the Lessor at that time, provided that the new sublease will not include this clause.

4. Rent

4.1 Rent

The Lessee must pay the Rent if and when requested by the Lessor.

4.2 Review of Rent

The Rent will be reviewed on the Rent Review Dates in accordance with the corresponding method of rent review in Item 8(b) and in accordance with Schedule 4.

4.3 Interest on Overdue Monies

- 4.3.1 If the Rent or any other monies payable by the Lessee are not paid by the due date, then the Lessee must pay to the Lessor interest at the rate per annum shown in Item 14 on those monies from the date on which they fall due until the date of payment or recovery.
- 4.3.2 The Lessor is entitled to recover the interest from the Lessee as if it was Rent in arrears. Nothing in this clause restricts or prejudices any right of the Lessor in respect of the monies due.

5. Other Payments

5.1 Statutory Outgoings, Service Charges, General Charges

5.1.1 Subject to Clause 5.1.2 the Lessee must promptly pay:

- (1) all charges for gas, electricity, oil and water separately metered or supplied and consumed in or on the Premises;
- (2) all charges in respect of any telephone or other communication services connected to the Premises; and
- (3) all other charges for the supply of any service separately supplied to the

Premises.

- 5.1.2 If water and/or electricity consumption is not separately metered to the Premises, the Lessee must pay a proportion of the amount of consumption charges metered to the Land as the Lessor deems appropriate, acting reasonably, having regard to the size of the Premises, other occupants on the Land, the respective use by all occupants on the Land (including the Lessee) and any other factor which is relevant.
- 5.1.3 The Lessee must, within 30 days of receipt of a written request from the Lessor, pay to the Lessor all charges and expenses for Statutory Outgoings, Service Charges and General Charges that are payable by the Lessee as set out in Schedule 2. For convenience, the respective percentage of contributions to be met by each party is specified in Schedule 2. Where there is any discrepancy between the provisions of this clause and Schedule 2, the provisions of Schedule 2 will apply.

6. Air-Conditioning and Heating

6.1 No interference

The Lessee will not do or permit or suffer to be done, anything which, in the reasonable opinion of the Lessor, might interfere with or impair the efficient operation of the Air-Conditioning System.

6.2 Failure of Air-Conditioning System

Should the Air-Conditioning System fail to function for any reason, the Lessee will not, by reason of any such failure, be entitled to terminate this Sublease, nor will the Lessee have any right of action or claim for compensation or damages against the Lessor.

6.3 Maintenance and repair of Air-Conditioning System

The Lessee must maintain and repair the Air-Conditioning System.

7. Legal Costs and Disbursements

7.1 Cost of Sublease preparation

The Lessor and Lessee will each bear their own costs (including legal costs and disbursements) in relation to the negotiation, preparation and execution of this Sublease.

7.2 Stamp duty

The Lessor will pay all stamp duty (if any is payable) assessed with respect to the Sublease.

7.3 Lessee's additional costs

In addition to all costs and expenses for which the Lessee is liable at law or in equity to pay, the Lessee will pay to the Lessor, on demand, the Lessor's reasonable costs and expenses (including reasonable legal costs assessed on a solicitor and client basis and registration fee and taxes, which may be payable):

- (1) for, and incidental to, any variation, surrender or termination of this Sublease except if terminated in accordance with Clause 2.3;
- (2) in respect of any consent by the Lessor required under this Sublease;
- (3) incurred by or on behalf of the Lessor in consequence of, or arising out of, any default in the due observance or performance of any covenant or obligation on the part of the Lessee;
- (4) incurred by the Lessor in consequence of any request of, or application by, the Lessee; or
- (5) incurred by the Lessor as a result of the exercise, of any of the Lessor's rights or powers.

7.4 Registration costs

The Lessee must pay all costs for:

- (1) registration of this Sublease; and
- (2) preparing and registering a subleasing plan to define the Premises subject to any amendments required by the Lessor.

8. Bond

8.1 Provision of Bond

If the Lessor requires payment of a Bond, the Lessee must deliver the Bond to the Lessor on or before the Commencement Date.

8.2 Use of Bond

The Lessor may use the Bond if the Lessee does not comply with any of its obligations under this Sublease (including any extension or holding over), and the Lessor may have recourse to the Bond without notice to the Lessee.

8.3 Return of bond

Within 30 days of the expiry of this Sublease (or any holding over, renewal or extension of this Sublease) or the Lessee vacating the Premises, whichever is the later, the Lessor must repay to the Lessee, the Bond (or so much as the Lessor has not previously called upon).

8.4 Bank guarantee

In substitution for the Bond, the Lessee may elect to provide an unconditional and irrevocable written undertaking by a bank, in favour of the Lessor and containing terms and conditions reasonably required by the Lessor for the same amount.

8.5 Additional bond or bank guarantee

If the Lessor has recourse to any amount of the Bond or calls on the bank guarantee, then, no later than seven days after the Lessor gives the Lessee a notice asking for it, the Lessee must deliver to the Lessor an amount equal to the Bond moneys called upon or a replacement or additional bank guarantee so that the amount guaranteed is equal to the amount of the original Bond or bank guarantee.

9. Use of Premises

9.1 Use of Premises

The Lessee must not use or occupy the Premises except for the use set out in Item 9 or any such other purpose consented to by the Lessor in writing.

9.2 Crown Lease

The Lessee must not use the Premises for any purpose other than as permitted by the Crown Lease for the Land or any superior lease of the Premises.

9.4 No warranty as to suitability

9.4.1 The Lessee acknowledges that no promise, representation, warranty or undertaking has been given by or on behalf of the Lessor as to the suitability of the Premises, the Building or the Land for any purposes or as to the fittings, finishing, facility and amenities of the Premises, the Building or the Land, except as contained in this Sublease. The Lessee must satisfy itself in respect to the use to which the Premises may be put and acceptance of this Sublease acknowledges full knowledge of any prohibitions or restrictions on the use of the Premises, including any imposed by law.

9.4.2 Where the permitted use of the Premises requires the consent of any authority, the Lessee must obtain that consent at its own expense. The Lessee must keep current the licenses and permits required to carry on its activities from the Premises.

9.4.3 Without limiting the preceding subclauses of this clause 9.4, the Lessee acknowledges that the Lessor makes not representation as to whether any improvements on the Land:

- (1) are fit for habitation;
- (2) are in any particular state of repair or maintenance;

- (3) are constructed or maintained to any particular standard or condition;
- (4) have all or usual approval or certification from any authority,

and the Lessee will not raise any complaint or bring any cause of action against the Lessor in respect of such matters.

9.5 Signs

The Lessee must not fix or place any sign, notice, advertisement or other thing on any part of the Premises or the Building without the consent in writing of the Lessor and then only in such colour, size and style and in such places as approved by the Lessor, such approval not to be unreasonably withheld.

9.6 Compliance with laws

The Lessee must comply, at its expense, with all laws and the requirements of any authority in connection with the Lessee's use or occupation of the Premises.

9.7 Keep clean

The Lessee must:

- (1) keep the Premises and immediate surroundings clean and tidy (including moving, if applicable), and free from refuse and vermin;
- (2) not store or place any objects on the area surrounding the Premises; and
- (3) allow reasonable access to the Premises to the Lessor and its employees, agents, contractors or invitees to enable it to carry out any obligation required by this Sublease.

9.8 Statutory notices

9.8.1 If the Lessee receives a notice from any authority in respect of the Premises, the Lessee must immediately notify the Lessor in writing.

9.8.2 Subject to Clause 17.3 the Lessee must comply promptly with all notices received from any authority in respect of the Premises except such notices as would have been given irrespective of the Lessee's use and occupation of the Premises.

9.9 Notice of defect

The Lessee must immediately give notice to the Lessor of any damage to the Premises and any accident affecting water, gas or oil pipes, electrical wiring, the Air-Conditioning System or any defect in them and any other fittings, fixtures or facilities provided by the Lessor.

9.10 Infectious illnesses

If any serious infectious illness occurs in the Premises, the Lessee must immediately notify the Lessor and have the Premises fumigated and disinfected by a suitably certified contractor, at the expense of the Lessee, to the satisfaction of any relevant authority.

9.11 Rubbish

The Lessee will keep the Premises free from rubbish including placing all rubbish in proper receptacles.

9.12 Flammable liquids and substances

9.12.1 The Lessee must not store or use chemicals or flammable, volatile or explosive substances on the Premises and must not in any way create any actual or potential fire hazard in the Premises.

9.12.2 The Lessee must permit the Lessor to enter the Premises at any time to control any actual or potential fire hazard and if the hazard, in the reasonable opinion of the Lessor, results from the use of the Premises by the Lessee, the Lessee must pay to the Lessor immediately on notification, the costs of the Lessor in carrying out that work.

10. Alterations and Fitout

10.1 No alterations without consent

10.1.1 The Lessee will not, without the prior written consent of the Lessor, erect any improvements or make any alterations or additions to the Lessee's Improvements on the Premises or permit or suffer the same to be made.

10.1.2 The Lessee must, in the course of erecting any improvements or making any alterations or additions:

- (1) comply with the requirements of the Lessor and all relevant authorities;
- (2) obtain all necessary consents and approvals from all relevant authorities;
and
- (3) not interfere with the quiet enjoyment of any other users of the Land.

10.1.3 The Lessor, in its absolute discretion, may refuse to consent to the erection of improvements or the making of alterations or additions.

10.2 Installing equipment

The Lessee will not, without the prior written consent of the Lessor, install any water, electrical or gas fixture or appliance or any apparatus for light, air, heating or cooling.

10.3 Heavy installation

The Lessee will not bring in or on the Premises any fixtures or goods:

- (1) of such nature, weight or size; or
- (2) creating such noise or vibration in their operation,

such as to cause or, in the reasonable opinion of the Lessor, be likely to cause, any structural or other damage to the floors or walls or any other part of the Premises. Any damage to the Premises caused by the movement or placement of any such items will be made good at the Lessee's expense.

11. Repairs, Maintenance and Replacement

11.1 Inconsistency

Where there is an inconsistency between this clause and Schedule 2, Schedule 2 will prevail.

11.2 Acknowledgement

The Lessee acknowledges that, at the Commencement Date and the date of first occupation of the Premises by the Lessee (if applicable), the Premises and the Lessor's Improvements in it were in suitable repair and condition.

11.3 Repair obligations

11.3.1 Subject to clauses 11.3.3, the Lessee must keep the Lessor's Improvements in good and tenable repair and condition having regard to the condition of the Premises at the Commencement Date.

11.3.2 The Lessee must maintain and keep the Lessee's Improvements in good and tenable repair.

11.3.3 The Lessee must maintain the Lessor's Improvements to a standard equivalent to that at the date of first occupation by the Lessee (or, if the Lessor has upgraded the Lessor's Improvements, to the upgraded standard).

11.4 Replacement obligations

11.4.1 Subject to subclause 11.4.2, the Lessor will replace any Lessor's Improvements which, in the Lessor's absolute opinion, requires replacement.

11.4.2 The Lessor's obligation to replace the Lessor's Improvements will not apply when the requirement to replace arises as a result of the negligence or act or omission of the Lessee, or the Lessee's employees, agents, contractors or invitees or the failure of the Lessee to maintain the Lessor's Improvements.

11.4.3 The Lessee will be responsible for the replacement of the Lessee's Improvements.

11.5 Make Good

The Lessee must, at the time of, or immediately before, the expiration or termination of this Sublease, leave the Premises neat and tidy and in substantially the same condition as at the Commencement Date, fair wear and tear excepted.

11.6 Notices to repair

11.6.1 The Lessor may, at any time, serve on the Lessee a notice in writing of any defect which the Lessee is required to repair that was not present and apparent at the Commencement Date. The Lessee will repair the defect within 21 days of the date of service of the notice (or such other period as agreed). The Lessor may specify a period of less than 21 days within which to repair the defect if the defect is likely to cause damage to the Premises or Building or may cause injury to any person.

11.6.2 Where the Lessor is required to repair, due to the default of the Lessee, the Lessee must pay to the Lessor the cost of those repairs and any associated expenses within 7 days of notification of the amount.

11.7 Leaving Lessee's Improvements goods or fixtures behind

To the extent permitted by law, if the Lessee leaves any Lessee's Improvements, goods or fixtures in the Premises for more than 21 days after the expiry or termination of this Sublease, the Lessor may dispose of them in any way the Lessor sees fit. In addition, any such Lessee's Improvements, goods or fixtures will, at the Lessor's election, become the Lessor's Improvements absolutely and the Lessor may deal with them without accounting to the Lessee or being required to compensate the Lessee.

11.8 Other services

11.8.1 During the Term, and any extension or renewal of it, the Lessor must maintain in working order any services within the Premises which are the responsibility of the Lessor.

11.8.2 If any of the services specified in this clause:

- (1) malfunction;
- (2) become unsafe; or

(3) are otherwise incapable of being operated as a result of any cause,

the Lessor will, within a reasonable time (not being less than 48 hours except in the case of an emergency) after receipt of written notification from the Lessee, repair or replace the services (or part of the services) with services of an equivalent type and quality.

11.8.3 The Lessor will not be required to repair or replace any of the services referred to in clause 11.8.1 where the repair or replacement arises as a result of the negligence or default of the Lessee or the Lessee's employees, agents, contractors or invitees unless the Lessee has first paid to the Lessor, the estimated cost of the repair or replacement.

11A Lessees right to use Access Area

The Lessor must ensure that at all times during the Term the Lessee and persons authorised the Lessee are granted the right to enter and traverse the Access Area with necessary materials and equipment, including, but not limited to vehicles, at any time, to enable the Lessee to access those parts of the Land subject to their respective subleases on the Land provided always the Lessee must:

- (1) minimise disruption to the Lessee of premises that includes the Access Area use and enjoyment of that Premises;
- (2) as far as reasonably possible remain on graded/marked roads when accessing the Access Area with vehicles; and
- (3) close/fasten all gates they open or unfasten when accessing the Access Area

12. Insurance

12.1 Public Liability

The Lessee, during the Term and any holding over under this Sublease, must keep current a public risk liability policy with a Prescribed Insurer for an amount for any single occurrence of not less than the amount referred to in Item 11. The policy must indemnify the Lessor against all actions and demands of any kind arising from the use and occupation by the Lessee and/or the Lessee's employees, agents, contractors and invitees of the Premises. The policy must note the Lessor's interest.

12.2 Other Insurance

The Lessee will be responsible for insuring the Lessee's Improvements and all other property of the Lessee in the Premises.

12.3 General obligations not to increase Lessor's insurance

The Lessee must not do, or permit to be done, anything that would result in any insurance in relation to the Premises (including insurance required to be held by the Lessee under this Agreement) being:

- (1) unenforceable;
- (2) voidable; or
- (3) likely to increase the rate of premium on any insurance taken out by the Lessor (except with the approval of the Lessor in writing).

12.4 Fire Regulations

12.4.1 The Lessee must comply with the insurance, sprinkler and fire alarm regulations in relation to any partitions and other permitted fixtures or fittings which may be erected by or on behalf of the Lessee on the Premises.

12.4.2 The Lessee must pay the Lessor the cost of any alterations to the sprinkler or fire alarm installations which may become necessary by reason of a non-compliance by the Lessee with the relevant Australian Standards (determined by Standards Australia or any substituted body), the directions or orders of any relevant authority or the requirements of the insurer.

12.5 Production of policy

The Lessee, in respect of any policy of insurance to be taken out by the Lessee, must, on request, produce to the Lessor either a:

- (1) policy of insurance; or
- (2) certificate of currency for the policy.

13. Indemnity and Release

13.1 Risk

The Lessee will occupy, use and keep the Premises at its own risk.

13.2 Indemnity

The Lessee indemnifies the Lessor, its employees, agents, contractors and invitees against liability in respect of all actually loss suffered by the Lessor arising from all claims, costs and expenses, damage, injury or death to persons or property caused or contributed to by the Lessee and/or its employees, agents, contractors or invitees in connection with this Sublease, except to the extent that the Lessor, through negligence or unlawful act or omission, has caused the relevant loss, damage or injury to the extent not covered by insurance of the Lessor.

13.3 Claims to be made good

The Lessee must, at its expense, make good the amount of all claims, loss, damage, costs and expenses, the subject of the indemnity in clause 13.2.

13.4 Release

To the full extent permitted by law, the Lessee hereby releases the Lessor, its employees, agents, contractors and invitees from all claims and demands of every kind and from all liability which may arise in respect of any death or injury to any person or any accident or damage to property of any kind or nature, in or near the Premises or the Land other than as may be caused by the wilful or negligent act of the Lessor, its employees, agents, contractors or invitees.

14. Quiet Enjoyment

If the Lessee pays the Rent and other monies payable under this Sublease and observes the covenants and terms of this Sublease, the Lessee may use the Premises without interruption or disturbance from the Lessor or any person claiming under the Lessor, save as specifically provided for in this Sublease.

15. Damage or Destruction to the Premises

15.1 Damage or destruction to the Premises

If the Premises or the Building or both are materially damaged or destroyed, and as a result, the Lessee cannot use or access the Premises, then the Lessor must, within 2 months, tell the Lessee whether or not the Lessor proposes to repair the Premises or the Building and if so, the approximate start and finish dates for the work. Meanwhile the Lessee must continue to use any part of the Premises that is useable, safe and accessible, and to obey this Sublease as far as possible.

15.2 Termination by Lessor

If:

- (1) the Lessor gives the Lessee a notice under subclause 15.1 that the Lessor does not intend to repair the Premises or Building; and
- (2) one of the following applies:
 - (a) the Premises or Building has to be, or has been, demolished because of the damage;
 - (b) the damage extends to more than 50% of the Premises or Building;
 - (c) it is impracticable to repair or reinstate the Premises or Building within one year of the date of damage; or

- (d) the Lessee cannot use the Premises and this Sublease expires within 2 years of the damage occurring and there is no option for a further term;

then the Lessor may terminate this Sublease by 30 days' written notice to the Lessee.

15.3 Termination by Lessee

If one of the following applies:

- (1) the Lessor gives the Lessee a notice under subclause 15.1 that the Lessor does not intend to repair the Premises or Building;
- (2) the Lessor gives the Lessee a notice under subclause 15.1 that the Lessor does intend to repair the Premises or Building but the Lessor unreasonably departs from the proposed start and finish dates; or
- (3) the Lessee will not be able to use the Premises within a reasonable period or for more than one year after the day, or last day, the damage happened;

then the Lessee may give a written notice terminating the Sublease on 30 days' notice and specifying the reason for that termination.

15.4 No payment of Rent

While the Lessee cannot use the Premises due to damage to the Premises or the Building, the Lessee is not required to pay Rent and any other money payable under this Sublease unless the Lessor and the Lessee otherwise agree or unless the Court orders otherwise.

15.5 Payment of Rent continues

If the Premises or the Building are damaged but the Lessee is still able to use the Premises (in full or in part), then the Lessee must continue to pay Rent and other money payable under this Sublease unless the Lessor and the Lessee otherwise agree or unless the Court orders otherwise.

15.6 Agreement to end Sublease

The Lessor and the Lessee may also agree to end this Sublease without the Lessor giving the notice under subclause 15.1.

15.7 Obligation to repair or reconstruct

Other than as set out in this clause, nothing in this Sublease imposes an obligation upon the Lessor to repair or reconstruct the Premises or the Building in the event of damage to or destruction as described in this clause.

16. Assignment

16.1 No assignment, subletting or mortgage

The Lessee may only assign this Sublease, underlet the Premises or grant a mortgage over this Sublease with the written consent of the Lessor and may not licence or otherwise part with possession of the Premises.

16.2 Lessee to seek consent

Where the Lessee wishes to underlet or grant a mortgage, the Lessee must notify the Lessor in writing of the intention and apply for consent.

16.3 Planning Act Application

In addition, where any restriction on subletting or underletting under the *Planning and Development Act 2007* applies to the Crown Lease for the Land, the Lessor must obtain the consent of the ACT Planning and Land Authority to any proposed subletting or underletting of the Premises. If the ACT Planning and Land Authority does not grant consent either this Sublease will be of no force and effect or the Lessee must not sublet or underlet, as applicable.

17. Default and Re-entry

17.1 Default by Lessee

Where the Lessee is in breach of any condition in this Sublease, the Lessor may remedy the breach at any time without notice to the Lessee and without limiting the rights of the Lessor as a consequence of that breach. Where the Lessor so acts, all reasonable costs and expenses incurred by the Lessor (including reasonable legal costs on a solicitor and client basis) in remedying any breach, must be paid by the Lessee to the Lessor immediately upon written notification of the amount and, in default, the amount may be recovered in a court of competent jurisdiction.

17.2 Termination for breach

Where:

- (1) any instalment of the Rent or other money payable by the Lessee to the Lessor is 21 days in arrears (in case of the Rent whether or not demand has been made for it);
- (2) a notice has been served on the Lessee by, or on behalf of, the Lessor specifying a breach of this Sublease and, if applicable, that breach has not been remedied or compensated for in accordance with the notice, provided the notice has allowed at least 21 days in which to remedy or compensate; or
- (3) the Lessee:

- (a) becomes bankrupt or is subject to an Insolvency Event;
- (b) makes any assignment for the benefit of creditors, or makes any arrangement with creditors for liquidation of the debts of the Lessee by composition or otherwise; or
- (c) being a company or an incorporated association, goes into liquidation either voluntarily or compulsorily, (except for the purpose of reconstruction or amalgamation), or is wound up dissolved or placed under official management or a receiver or manager any of its assets is appointed or an inspector is appointed under the *Corporations Act 2001* (Cth),

the Lessor may, at any time thereafter give written notice to the Lessee that the Lessor intends to terminate this Sublease (the "Termination Notice").

17.3 Termination without breach

17.3.1 Either party may terminate this Sublease after giving 30 days notice to the other party where the Lessee is unable to use the Use of Premises.

17.3.2 Notwithstanding 17.3.1 the Lessor shall not terminate this Sublease where the Lessee is unable to use the Use of Premises and:

- (1) the impediment to use relates only to occupation and use of the land for its permitted purposes;
- (2) the impediment to use does not void or adversely impact any insurance either party is required to take out under this Sublease;
- (3) the Lessee is diligently attempting to resolve the impediment to use; and
- (4) the Lessor has not been directed by any authority to cease permitting the Lessee to use the Premises.

17.4 Date of termination

17.4.1 The termination referred to in the Termination Notice takes effect on the earlier of:

- (1) the date that the Lessee agrees to the termination by notice in writing to the Lessor; or
- (2) the date 14 days after the service of the Termination Notice (the "time period") provided that the Lessee does not contest the termination by application to the Magistrate's Court within the time period.

17.4.2 If the Lessee contests the termination in accordance with subclause 17.3.1(2), the termination has effect on the date ordered to be the date on which the termination takes effect by the Magistrate's Court.

18. Fixtures Remaining after Breach

18.1 Application

This clause applies:

- (1) where this Sublease has been terminated or the Lessor has re-entered the Premises; and
- (2) in relation to any fixtures or goods in the Premises which do not, on termination or re-entry, pass to the Lessor and which remain in the Premises for 14 days after the date of termination or re-entry.

18.2 Removal by Lessor

The Lessor may:

- (1) remove any fixtures or goods to which this clause applies from the Premises and store them in such place and manner as the Lessor thinks fit;
- (2) on reasonable notice to the Lessee, place any fixtures or goods outside the Premises; and/or
- (3) sell the fixtures and goods and deduct from the proceeds, the Lessor's costs in removing, storing and selling them, and account to the Lessee for the balance.

18.3 Payment of costs

The Lessee must pay to the Lessor, on demand, all reasonable costs and expenses of the Lessor in removing or storing fixtures or goods.

19. No Compensation

At the expiry of this Sublease, the Lessee will not be entitled to receive any compensation in respect of any Lessee's Improvements or goods remaining on the Premises.

20. Essential Terms

20.1 Essential Terms

Each of the following covenants by the Lessee is an essential term of this Sublease:

- (1) subclause 4.1 relating to payment of Rent and subclause 5.1 regarding other payments to be made by the Lessee;
- (2) clauses 9.1 and 9.2 relating to use of the Premises;

- (3) clause 10.1 relating to alterations and additions;
- (4) clauses 11.3 and 11.5 relating to repair, maintenance and make good;
- (5) clauses 12.1 and 12.3 relating to insurance;
- (6) clause 16.1 relating to assignment, underletting and mortgaging; and
- (7) clause 23 relating to payment of GST.

20.2 Acceptance of arrears

The acceptance by the Lessor of arrears or the late payment of Rent or other monies does not constitute a waiver of the essential and continuing obligation of the Lessee to pay Rent and other moneys during the Term on the dates specified in the Sublease.

20.3 Breach of an essential term

The Lessee must compensate the Lessor in respect of any breach of an essential term of this Sublease and the Lessor is entitled to recover damages from the Lessee in respect of such breaches. The Lessor's entitlement under this clause is in addition to any other remedy or entitlement (including the right to terminate this Sublease).

20.4 Loss on repudiation or breach

Where the Lessee's conduct (whether acts or omissions) constitutes:

- (1) a repudiation of the Sublease; or
- (2) a breach of any covenant contained in the Sublease,

the Lessee will compensate the Lessor for the loss or damage suffered by reason of the repudiation or breach.

20.5 Quantum of damages recoverable

The Lessor is entitled to recover damages against the Lessee in respect of repudiation or breach of covenant for the damage suffered by the Lessor during the entire Term.

20.6 Certain events of no effect

The Lessor's entitlement to recover damages is not affected or limited by any of the following:

- (1) if the Lessee abandons or vacates the Premises;
- (2) if the Lessor elects to re-enter or to terminate the Sublease;

- (3) if the Lessor accepts the Lessee's repudiation; or
- (4) if the party's conduct constitutes a surrender by operation of law.

20.7 Lessor may remedy defaults

The Lessor may remedy without notice, any default by the Lessee under this Sublease and whenever the Lessor elects to do so, all costs and expenses incurred by the Lessor (including legal costs and expenses) are to be paid by the Lessee immediately on notification.

21. Rules

22.1 Rules

The Lessee must comply with the Rules and the Lessee acknowledges that, if it fails to comply with any of the Rules, the failure constitutes a breach of this Sublease.

22.2 Compliance with Rules

The Lessee must take all reasonable steps to ensure that its employees, agents, contractors and invitees comply with the Rules.

22.3 Variation of Rules

The Lessor may delete, vary or add to the Rules provided that the Lessor notifies the Lessee of the changes within 30 days of making the changes.

22. Superior Lease

Where the Lessor is the Crown Lessee;

- (1) this Sublease will be read and construed as a sublease;
- (2) the Lessor covenants punctually to make all payments due and owing under the Crown Lease and to observe the covenants contained in the Crown Lease;
- (3) subject to the terms and conditions of this Sublease, the Lessee covenants to observe the covenants contained in the Crown Lease on the part of the lessee named in that Crown Lease, except for the payment of money by the lessee required by the Crown Lease.

23. GST

23.1 GST definitions

23.1.1 In this clause:

Act means the *A New Tax System (Goods and Services Tax) Act 1999* (as amended) and any regulation made under that Act;

GST, Taxable Supply, Input Tax Credit, Supply and Tax Invoice have the same meaning as in the Act;

GST Rate means 10% or if the rate at which GST is calculated under the Act changes, the rate applicable at the relevant time.

Payment includes consideration in the form of money given or received and in a form other than money given or received.

23.2 Payment of GST

A party making Payment to another party for a Taxable Supply under this Sublease must pay to the other party at the same time, an additional amount equal to the amount of the Payment multiplied by the GST Rate.

23.3 Reimbursements

When calculating the amount of:

- (a) any reimbursement to a party under this Sublease; and
- (b) the indemnification under this Sublease of an expense, loss or liability incurred or to be incurred by that party,

the other party may include the GST paid or payable on the Supply giving rise to the amount, but if that party includes the GST that party must deduct the amount of any Input Tax Credit from the amount paid.

23.4 Tax invoice

A party receiving a Payment of GST under this clause must provide a Tax Invoice to the party making the Payment before or at the same time as the Payment is received.

24. Application of RT Act

24.1 Application of RT Act

Both parties agree that provisions of the RT Act do not apply to this Lease in accordance with section 6E(1)(a) of the RT Act.

24.2 Application of Leases Act

Both parties agree that the Leases Act does not apply to this Lease.

25. Special conditions

25.1 Variation of provisions

The parties agree that the provisions of this Sublease may be varied as set out in Item 17.

25.2 Inconsistency

Where there is any inconsistency between the terms of this Sublease and Item 17, the provisions of Item 17 will prevail.

26. Miscellaneous

26.1 No waiver

Failure or omission by the Lessor at any time to enforce or require strict or timely compliance with any provision of this Sublease will not:

- (1) affect or impair that provision in any way;
- (2) affect the right or remedy that the Lessor may have in respect of that provision; or
- (3) act as a waiver of any other breach by the Lessee.

26.2 Entire Agreement

This Sublease contains the entire agreement between the parties in relation to the Premises and supersedes any prior representation, negotiations, writing, memoranda and agreements.

26.3 Variation

This Sublease may be varied only by the written agreement of the parties prior to the expiration of this Sublease.

26.4 Severability

Any provision of this Sublease that is illegal, void or unenforceable will not form part of this Sublease to the extent of that illegality, voidness or unenforceability. The remaining provisions of this Sublease will not be invalidated by an illegal, void or unenforceable provision.

26.5 Governing law

This Sublease is governed by and construed in accordance with the law for the time being in force in the Territory and the parties submit to the non-exclusive jurisdiction of the courts of the Territory.

26.6 Compliance with laws

The Lessee must comply with the laws from time to time in force in the Territory.

26.7 Notices

26.7.1 Any notice, including any other communication, required to be given or sent to either party under this Sublease must be in writing. A notice will be deemed to have been given:

- (1) if delivered by hand, on delivery;
- (2) if sent by prepaid mail, on the expiration of two business days after the date on which it was sent; or
- (3) if sent by facsimile, on the sender's facsimile machine recording that the facsimile has been successfully and properly transmitted to the recipient's address.

26.7.2 In addition, where a notice is given by either party to repair or replace, the notice may be sent by electronic mail to an electronic mail address provided to the transmitting party and is deemed to be served at the time the email was sent.

26.8 Authority to complete

The Lessee authorises the Lessor and its solicitors to complete any blanks with a proper date or details and to make any formal correction necessary to this Sublease.

27. Land Management Agreement

The Lessee must do all things necessary to undertake the obligations of the Lessor under any Land Management Agreement in force from time to time at its own expense or, where such an obligation is not possible for the Lessee to undertake on behalf of the Lessor, it must notify the Lessor of such obligations in a timely manner.

Schedule 1

Item 1:	Lessee:	
Item 2:	Land:	Block 1491, 1492 and 1587 Division of Belconnen
Item 3:	Premises:	Site 3 on SLP
Item 4:	Term:	10 years
Item 5:	Commencement Date:	30 August 2016
Item 6:	Expiry Date:	29 August 2026
Item 7:	Rent:	\$1.00 per annum (exclusive of GST) if and when requested.
Item 8:	Rent Review	
	(a) Rent Review Dates	Not applicable
	(b) Method of Rent Review:	Not applicable
Item 9:	Use of Premises:	Residential accommodation including underletting
Item 10:	Outgoings:	See Schedule 2
Item 11:	Public Liability Insurance:	\$10 million
Item 12:	Repair contribution:	100% of all repairs of all kinds
Item 13:	Option Term:	Not applicable
Item 14:	Interest Rate:	10% per annum for all amounts outstanding from the Lessee to the Lessor under this Sublease
Item 15:	Address for Notices:	Lessor: GPO Box 158 Canberra ACT 2601 Contact Officer: Executive Director Sales, marketing & property management Lessee: Contact Officer:

Item 16: Bond: Not applicable

Item 17: Variations: Not applicable

Schedule 2

DISTRIBUTION OF LESSOR AND LESSEE RESPONSIBILITIES IN RELATION TO STATUTORY OUTGOINGS, SERVICE CHARGES AND GENERAL CHARGES

Details of Charges	Percentage of Lessor responsibility (A)	Percentage of Lessee responsibility* (B)
SECTION 1 - STATUTORY OUTGOINGS		
Land Tax	0%	100%
General rates	0%	100%
Water and Sewerage rates	0%	100%
SECTION 2 - SERVICE CHARGES		
Electricity	0%	100%
Gas	0%	100%
Water Usage	0%	100%
Telephone and Communications	0%	100%
Cleaning - General	0%	100%
Cleaning – Toilet requisites	0%	100%
Cleaning - windows Internal	0%	100%
Cleaning - windows external	0%	100%
Rubbish removal/tradewaste bins	0%	100%
Insurance - Plate glass	0%	100%
Insurance - Public Liability	0%	100%
Landscaping/Gardening	0%	100%
After hours Air-Conditioning	0%	100%
Air-Conditioning Repairs	0%	100%
Security system - Premises	0%	100%
Pest Control	0%	100%
SECTION 3 - GENERAL CHARGES		
Insurance - Building	0%	100%
Fire Brigade Monitoring	0%	100%
Fire Protection & Fire	0%	100%

Extinguishers		
Security System - Building	0%	100%
Signage - Internal	0%	100%
Painting	0%	100%
Lifts	0%	100%
Locks and Keys	0%	100%
Floor coverings	0%	100%

*To the extent an Outgoing, Service Charge or General Charge above is not habitually incurred immediately prior to the commencement of the sublease, there is no positive obligation on the Lessee or Lessor to incur such charges and no right to seek to incur such a charge and impose it on the other party.

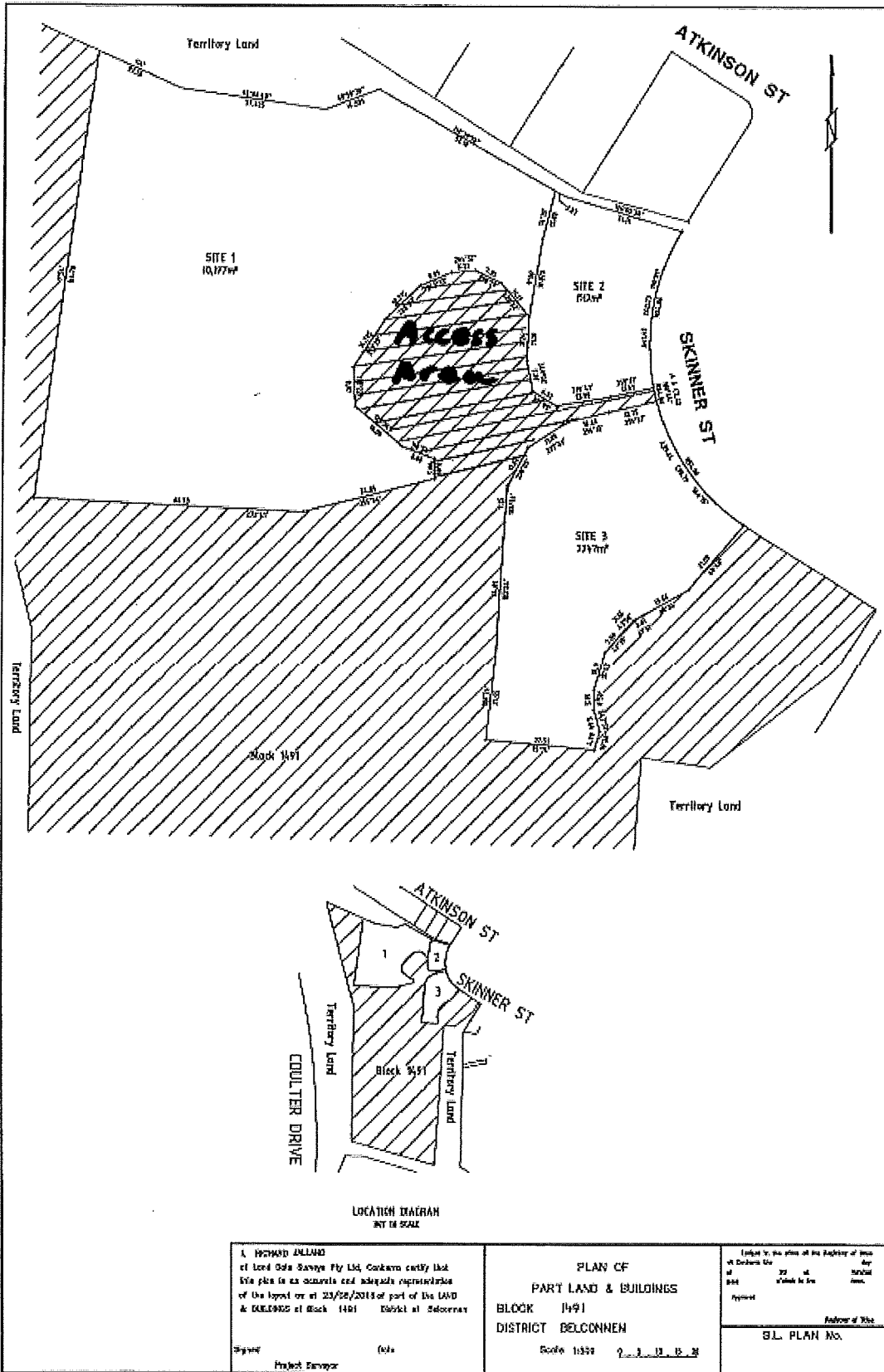
Schedule 3 – Rules

1. All requests for consents or approvals required from the Lessor, all notices required to be given by the Lessee to the Lessor and all enquiries, complaints and suggestions which the Lessee may wish to communicate to the Lessor, are to be in writing to the Contact Officer named in Item 15.
2. The Lessee must keep all doors and other means of access to the Premises securely fastened when the Premises are left unoccupied. The Lessor reserves the right to enter the Premises and fasten them if they are left insecurely fastened.
3. The Lessee must ensure that, at all times, the Lessor has a current address and telephone number at which the Lessee, or a responsible representative of the Lessee, can be reached when the Lessee or representative is not in the Premises.
4. No rubbish or waste may, at any time, be burnt on the Premises or in the Building.
5. The Lessee may not conduct, or permit to be conducted, on the Premises any auction, bankrupt or fire sale.
6. The Lessee must, at the Lessee's own expense, replace all electrical light bulbs and globes and tubes which may become damaged or broken or fail to light in the Premises.

Schedule 4 – Rent Review

Not used

Exhibit A – Plan



Executed as an Agreement

DATE OF THIS AGREEMENT 20

SIGNED for and on behalf of the
LAND DEVELOPMENT AGENCY in)
the presence of:)

.....
Signature of Land Development Agency
delegate

.....
Signature of witness

DANIEL BAILEY
.....
Print name

.....
Print name

SIGNED by in the
presence of:

.....
Signature of witness

.....
Signature of

.....
Print name

.....
Print name

Note:

- Date: Must be dated on the date the last party signs the Agreement or, if signed counterparts of the Agreement are exchanged, the date of exchange. Also date the cover page.
- Individual: Must be signed by the individual and witnessed.
- Incorporated Association: Must be signed in accordance with the Association's constitution, which may or may not require the common seal to be affixed. As a minimum, 2 authorised officers must sign.
- Company: Must be signed in accordance with section 127 of the *Corporations Act 2001* (Cth), for example, by 2 directors or a director and a secretary. Common seal may be affixed if required under the constitution but is generally not required.

LAND TITLES

OFFICE OF REGULATORY SERVICES
ACT Justice and Community Safety Directorate

SUBLEASE

Land Titles Act 1925



ACT
Government

Justice and Community Safety

Form 072 - SL

LODGING PARTY DETAILS		
Name	Postal Address	Contact Telephone Number
XXXXXXXXXX	670 Bx 270 Canberra City ACT 2601	(311) 61605050

TITLE AND LAND DETAILS				
Volume & Folio	District/Division	Section	Block	Unit
1954:83	Belconnen		1491, 1492 & 1587	

FULL NAME OF LESSOR/OWNER (Surname Last) <small>(ACN required for all companies)</small>	FULL POSTAL ADDRESS OF LESSOR
Land Development Agency ABN 20 419 925 579	TransACT House, 470 Northbourne Avenue, Dickson ACT 2602

FULL NAME OF LESSEE/TENANT (Surname Last) <small>(ACN required for all companies)</small>	FULL POSTAL ADDRESS OF LESSEE
[REDACTED]	[REDACTED]

TENANCY OF LESSEE (Only complete if more than one Lessee)
Joint Tenants

AREA BEING LEASED	
<input type="checkbox"/> Whole of the Land	OR The part of the Land not part of Sites 1, 2 or 3 on SLP

SUBLEASE COMMENCEMENT DATE	SUBLEASE TERMINATION DATE
30 August 2016	29 August 2026

CONDITIONS (Tick whichever is applicable – At least one box will apply)	
The covenants implied at sections 119 and 120 of the <i>Land Titles Act 1925</i> are hereby negated.	<input checked="" type="checkbox"/>
The provisions set forth in the registered Memorandum of Provisions (MOP) to be incorporated herein / as modified by annexure as attached. Please provide registered MOP number below.	<input type="checkbox"/>
The covenants and conditions set out in the annexure attached are deemed to be incorporated	<input checked="" type="checkbox"/>
Provide registered MOP number	<input type="checkbox"/>



SUBLEASE

Form 072 - SL

Land Titles Act 1925

IMPORTANT INFORMATION

This form is to be used to lodge a sublease under the *Land Titles Act 1925* (the Act). You can access the Act at www.legislation.act.gov.au. You may also obtain further information and forms at www.ors.act.gov.au.

PRIVACY INFORMATION

The Act authorises the Registrar-General to collect the information required by this form. The Registrar-General provides identifiable information to various agencies including, but not limited to, the Environment and Planning Directorate, the Chief Minister, Treasury and Economic Directorate, Canberra Connect and ACTEWAGL for conveyancing, municipal account administrative, statistical and valuation purposes. These agencies may also use this information to prepare and sell property sales reports to commercial organisations concerned with the development, sale or marketing of land.

CONTACT INFORMATION

Lodge in person at the **Office of Regulatory Services:** **255 Canberra Avenue, Fyshwick ACT 2609**
Office Hours: **9:00am to 4:30pm Monday to Friday**
General enquiries telephone number: **(02) 6207 0491**
Website address: **www.ors.act.gov.au**

INSTRUCTIONS FOR COMPLETION

- A Sublease is required to be marked by ACT Revenue if it has a term greater than 30 years (for Commercial Purposes).
- The certificate of title or production of title consenting to the registration of this document is required for lodgement.
- All information should be typed or clearly printed. If completing this form by hand please use a solid black pen only.
- This office will not accept lodgement of this form if it is not completed in full.
- Any alteration to information provided on this form must be struck through with a black pen. Substitute information must be clear and all parties must sign in the margin. Do not use correction fluid or tape.
- Ensure all required documents are attached. If there is insufficient space in any panel, please use an Annexure Sheet.
- Execution by:
 - a) **A Natural Person** – Should be witnessed by an adult person who is not a party to the document.
 - b) **Attorney** – if this document is executed by an Attorney pursuant to a registered power of attorney, it must set out the full name of the attorney and the form of execution must indicate the source of his/her authority e.g. "AB by his/her attorney XY pursuant to Power of Attorney ACT Registration No..... of which he/she has no notice of revocation". (This execution requires a witness).
 - c) **Corporation** – Section 127 of the *Corporations Act* provides that a company may now validly execute a document with or without using a Common Seal if the document is signed by:
 - i. Two directors of the company;
 - ii. A director and a secretary of the company; or
 - iii. Where the company is a proprietary company and has a sole director who is also the sole company secretary, that director. (This execution does not require a witness).
- The following forms of execution are suggested –
 - a) **With A Common Seal**
The common seal of ABC Pty Ltd/Ltd ACN.....
was affixed in the presence of-
.....(signature)
.....(director/secretary)*
(*repeat if necessary i.e. if two directors signing. If signing as sole director and sole secretary, state 'director/secretary') - (This execution does not require a witness).
 - b) **Without A Common Seal**
Signed by ABC Pty Ltd/Ltd ACN.....
.....(signature)
.....(director/secretary)*
(*repeat if necessary i.e. if two directors signing. If signing as sole director and sole secretary, state 'director/secretary') - (This execution does not require a witness).

CONSENTING PARTY – SUPPORTING DOCUMENTATION

(One form required for each party required to consent)

Please complete and attach – **Form 042 – C – Consent**

LESSOR'S EXECUTION

Print full name of Lessor

Executed by Land Development Agency ABN 20 419 925 579 by an authorised delegate:



Name of delegate **DANIEL BAILEY**
Position of delegate **EXECUTIVE DIRECTOR**
Position number of delegate **E822**

Signature or common seal of Lessor

Print full name and address of witness



**level 6, 12 Moore st
canberra ACT 2601**

Signature of witness



LESSEE'S EXECUTION

Print full name of Lessee

Address

Address

Address

Signature or common seal of Lessee

Print full name and address of witness

Signature of witness

DATE

20 SEPTEMBER 2016

OFFICE USE ONLY

Lodged by		Certificate of title lodged	
Data entered by		Certificates attached to title	
Registered by		Attachments / Annexures	
Registration date		Production number	



ACT
Government

Justice and Community Safety

LAND TITLES
OFFICE OF REGULATORY SERVICES
ACT Justice and Community Safety Directorate

ANNEXURE

Form 029 - ANN

Land Titles Act 1925

TITLE AND LAND DETAILS				
Volume & Folio	District/Division	Section	Block	Unit
1954:83	Belconnen		1491, 1492 & 1587	

ANNEXURE TO (insert dealing type)	TOTAL NUMBER OF PAGES IN ANNEXURE
Sublease form 072 - SL	

PARTIES TO DOCUMENT (Please state all parties this annexure relates to/supports)
Land Development Agency ABN 20 419 925 579 and [REDACTED]



ACT
Government

SUBLEASE ANNEXURE

Date

_____ 2016

Parties

LAND DEVELOPMENT AGENCY
ABN 20 419 925 579



BLOCKS 1491, 1492, 1587
BELCONNEN

Prepared by

ACT Government Solicitor
Level 6, 12 Moore Street
Canberra City ACT 2601
Ph: 6207 0593
Fax: 6207 0650
Ref: BD:630797

Version

Final: 29 August 2016

CONTENTS

1.	Interpretation.....	3
2.	Sublease	7
3.	Option to renew.....	8
4.	Rent	9
5.	Other Payments	9
6.	Legal Costs and Disbursements	10
7.	Bond.....	11
8.	Use of Premises.....	11
9.	Pest & Weed Control and Chemical Use	15
10.	Disease, Rubbish and Flammable Liquids	15
11.	Land Management Agreement.....	16
12.	Alterations	16
13.	Repairs, Maintenance and Replacement	17
14.	Insurance	19
15.	Indemnity and Release	20
16.	Quiet Enjoyment.....	21
17.	Damage or Destruction to the Premises	21
18.	Assignment	23
19.	Default and Re-entry	23
20.	Fixtures Remaining after Breach.....	25
21.	No Compensation	26
22.	Essential Terms	26
23.	Not used.....	27
24.	Rules.....	27
25.	Superior Lease.....	28
26.	GST.....	28
27.	Application of Leases Act.....	29
28.	Miscellaneous	29
29.	Contamination.....	31
30.	Guarantee & Indemnity	31
	Schedule 1	32
	Schedule 2	34
	Schedule 3 – Rules	35
	Schedule 4 – Rent Review	36
	Schedule 5 – Heritage Details	37
	Schedule 6 – Crown lease.....	38
	Exhibit A – Plan	39

PARTIES: **LAND DEVELOPMENT AGENCY**, an agency established by section 31 of the *Planning and Development Act 2007* (ACT) (**Lessor**).

[REDACTED]
(**Lessee**).

IT IS AGREED by the parties as follows:

1. Interpretation

1.1 Definitions

In this Sublease unless the context otherwise requires:

Access Area	means that part of the Premises marked as the Access Area on the plan set out in Exhibit A.
Building	means any building on the Land located within the Premises.
Bond	means a bond provided by the Lessee in the amount specified in Item 14.
Commencement Date	means the date set out in Item 5.
Condition Report	means the condition report to be prepared by the Lessor and endorsed by the Lessee in accordance with clause 13.2.1.
Contact Officer	means, in relation to each party, the representative whose name and contact details are specified in Item 13, or as notified in writing from time to time by one party to the other.
EPA	means the environmental protection agency established in accordance with the <i>Environment Protection Act 1997</i> (ACT).
General Charges	means those items set out in section 3 of Schedule 2.
Guarantor	means the person or persons identified in Item 15.
Insolvency Event	means: <ul style="list-style-type: none">(a) in respect of a natural person:<ul style="list-style-type: none">(i) any orders or agreements made in respect of

the affairs of the person in accordance with the *Bankruptcy Act 1966* (Cth); or

(ii) in the reasonable opinion of the Territory the person is likely to be declared bankrupt or lose control of the management of their financial affairs; or

(b) in respect of all other entities:

(i) any of the events listed in section 459C of the *Corporations Act 2001* (Cth) occur in respect of the entity; or

(ii) any other event occurs which, in the reasonable opinion of the Territory is likely to result, or has resulted, in the:

(a) insolvency;

(b) winding up; or

(c) appointment of a controller (as that term defined in the *Corporations Act 2001*) in respect of part or all of the assets.

Item	means an item in Schedule 1.
Land	means the land described in Item 2.
Land Management Agreement	means the land management agreement to be entered into by the Lessor in respect of the Land in accordance with clause 11.
Leases Act	means the <i>Leases (Commercial and Retail) Act 2001</i> (ACT) as amended or varied from time to time.
Lessee	means the person or organisation named in Item 1 and, if a natural person or persons, their respective executors, administrators and permitted assigns, and if a company or incorporated association, its successors and permitted assigns.
Lessee's Improvements	means each of the following, as applicable: <p>(1) any improvements including buildings or other structures:</p> <p>(a) constructed or placed in or on the Premises</p>

by the Lessee; or

- (b) constructed or placed in or on the Premises at the Lessee's expense and/or direction;
- (2) any fittings, fixtures in or on the Premises by the Lessee including any fencing or devices for heating or cooling or fire prevention; or
- (3) anything in or on the Premises which is not Lessor's Improvements.

Lessor means the Land Development Agency, its successors and assigns.

Lessor's Improvements means each of the following, as applicable:

- (1) All improvements in existence on the Premises as at the Commencement Date;
- (2) the physical structure of the Buildings erected on the Premises supplied by the Lessor, including the roof, walls and ceilings;
- (3) any improvements forming part of the Premises erected at the expense of the Lessor;
- (4) any fittings, fixtures, or goods in or on the Premises erected, installed or placed by the Lessor; or
- (5) any systems installed in the Premises by the Lessor including any septic tank or bore hole.

Option Term means a sublease for a further term for the period set out in Item 11.

Premises means the premises described in Item 3.

Prescribed Insurer means an insurer that is authorised by the Australian Prudential Regulation Authority to conduct new or renewal insurance business in Australia and is rated AA or better by Standard and Poors.

Rent is the rent per annum in Item 7 as varied from time to time in accordance with this Sublease.

Rent Review Dates means the dates set out in Item 8(a).

Rules means the rules attached in Schedule 3.

Schedule	means any schedule forming part of this Sublease.
Service Charges	means those items set out in section 2 of Schedule 2.
Site 1	means that part of the Premises marked as Site 1 on the plan set out in Schedule 7.
Site 2	means that part of the Premises marked as Site 2 on the plan set out in Schedule 7.
Site 3	means that part of the Premises marked as Site 3 on the plan set out in Schedule 7.
Site 1 Lessee	means the sublessee of Site 1 including any underlessee.
Site 2 Lessee	means the sublessee of Site 2 including any underlessee.
Site 3 Lessee	means the sublessee of Site 3 including any underlessee.
Statutory Outgoings	means those items set out in section 1 of Schedule 2.
Sublease	means this agreement and all Schedules and attachments.
Term	means the term specified in Item 4, or if extended under clause 2.2, the initial term and the extended term.
Territory	means: <ul style="list-style-type: none"> (1) when used in a geographical sense, the Australian Capital Territory; and (2) when used in any other sense, the body politic established by section 7 of the <i>Australian Capital Territory (Self-Government) Act 1988</i> (Cth).
Withdrawal Area	the Premises.

1.2 General

In this Sublease, unless a contrary intention is expressed:

- (1) references to legislation or to provisions in legislation include references to amendments or re-enactments of them and to all regulations, determinations and instruments issued under the legislation;
- (2) words importing a gender include the others; words in the singular number include the plural and vice versa; and where a word or phrase is given a particular meaning, other parts of speech and grammatical forms

of that word or phrase have corresponding meanings;

- (3) “include” is not to be construed as a word of limitation;
- (4) headings have no effect on the interpretation of the provisions;
- (5) an obligation imposed by this Sublease on more than one person binds them jointly and severally;
- (6) words and expressions importing natural persons include body corporates, associations, government and local authorities and agencies;
- (7) any provisions in a Schedule form part of this Sublease; and
- (8) the parties will not be bound by the standard provisions referred to in section 20(3) of the Leases Act.

2. Sublease

2.1 Grant

From the Commencement Date, the Lessor grants a Sublease over the Premises to the Lessee for the Term, at the Rent on the terms set out in this Sublease.

2.2 Holding Over

2.2.1 If the Lessee continues to occupy the Premises after the expiration of the Term, with the consent of the Lessor, the Lessee:

- (1) is a monthly lessee;
- (2) at the monthly Rent applying at the end of the Term, reviewed annually on the day referred to in Item 8(a) in accordance with the method of review set out in Item 8(b), and calculated in accordance with the formula set out in Schedule 4; and
- (3) occupies the Premises upon the conditions of this Sublease.

2.2.2 The monthly tenancy may be ended by either party giving one month’s written notice to the other and the notice may be given at any time.

2.3 Term of Sublease dependant on continued residence of [REDACTED]

2.3.1 The Lessee acknowledges and agrees that this Sublease is entered into primarily for the benefit of [REDACTED] regardless of who occupies the Premises during the Term.

2.3.2 The Lessee must promptly notify the Lessor:

- (1) if neither [REDACTED] use the Land, or any part of the Land, as their primary place of residence for a continuous period of more than three months; or
- (2) upon the death of both [REDACTED]

2.3.3 Either party may terminate this Sublease by providing 30 days written notice to the other party without breach and without any rights to compensation if either event in clause 2.3.2(1) or 2.3.2(2) occurs.

2.4 Withdrawal of Sublease

2.4.1 The Lessee acknowledges that the Withdrawal Area is included within the Crown lease for the Land.

2.4.2 The Lessor may on 30 days written notice to the Lessee:

- (1) withdraw any part (or all) of the Land from the Sublease; or
- (2) take or grant to third parties any other right or interest in the Land including easements, rights of access and licences on reasonable notice,

and the Lessee must agree to any changes to this Sublease necessary or convenient to accommodate such rights noting that such changes must allow for reasonable access to and not adversely affect the permitted uses of Sites 1, 2 and 3 by their respective sublessees.

3. Option to renew

3.1.1 This clause applies if Item 11 has been completed with an Option Term and the Lessee wishes to take a further sublease of the Premises for that Option Term after the expiry of the Term.

3.1.2 The right to exercise the option under this clause is conditional upon the Lessee:

- (1) punctually paying the Rent and observing the covenants throughout the Term;
- (2) not being in breach of the Sublease at the time of exercise of the option; and
- (3) serving on the Lessor, written notice no more than six months but no less than three months before the date of expiry of the Term.

3.1.3 Subject to clause 3.1.2, the Lessee may, by service of the notice referred to in this clause, accept the offer by the Lessor to grant a renewal of a sublease and the new sublease will issue for the Option Term, at a rental to be reviewed in accordance with the provisions of Schedule 4 and upon terms and conditions then appearing in any standard sublease issued by the Lessor at that time, provided that the new sublease will not include this clause.

4. Rent

4.1 Rent

The Lessee must pay the Rent as and when requested by the Lessor.

4.2 Review of Rent

The Rent will be reviewed on the Rent Review Dates in accordance with the corresponding method of rent review in Item 8(b) and in accordance with Schedule 4.

4.3 Interest on Overdue Monies

4.3.1 If the Rent or any other monies payable by the Lessee are not paid by the due date, then the Lessee must pay to the Lessor interest at the rate per annum shown in Item 12 on those monies from the date on which they fall due until the date of payment or recovery.

4.3.2 The Lessor is entitled to recover the interest from the Lessee as if it was Rent in arrears. Nothing in this clause restricts or prejudices any right of the Lessor in respect of the monies due.

5. Other Payments

5.1 Statutory Outgoings, Service Charges, General Charges

5.1.1 Subject to Clause 5.1.2, the Lessee must promptly pay:

- (1) all charges for gas, electricity, oil and water separately metered or supplied and consumed in or on the Premises and the Land;
- (2) all stock levy charges imposed by the Territory or any other government entity or authority;
- (3) all charges in respect of any telephone or other communication services connected to the Premises and the Land; and
- (4) all other charges for the supply of any service supplied to the Premises and the Land.

5.1.2 The Lessee must, within 30 days of receipt of a written request from the Lessor, pay to the Lessor all charges and expenses for Statutory Outgoings, Service Charges and General Charges that are payable by the Lessee as set out in Schedule 2. For convenience, the respective percentage of contributions to be met by each party is specified in Schedule 2. Where there is any discrepancy between the provisions of this clause and Schedule 2, the provisions of Schedule 2 will apply.

6. Legal Costs and Disbursements

6.1 Cost of Sublease preparation

The Lessor and Lessee will each bear their own costs (including legal costs and disbursements) in relation to the negotiation, preparation and execution of this Sublease.

6.2 Stamp duty

The Lessor will pay all stamp duty (if any is payable) assessed with respect to the Sublease.

6.3 Lessee's additional costs

In addition to all costs and expenses for which the Lessee is liable at law or in equity to pay, the Lessee will pay to the Lessor, on demand, the Lessor's reasonable costs and expenses (including reasonable legal costs assessed on a solicitor and client basis and registration fee and taxes, which may be payable):

- (1) for, and incidental to, any variation, surrender or termination of this Sublease except if terminated in accordance with Clause 2.3;
- (2) in respect of any consent by the Lessor required under this Sublease;
- (3) incurred by or on behalf of the Lessor in consequence of, or arising out of, any default in the due observance or performance of any covenant or obligation on the part of the Lessee;
- (4) incurred by the Lessor in consequence of any request of, or application by, the Lessee; or
- (5) incurred by the Lessor as a result of the exercise, of any of the Lessor's rights or powers.

6.4 Registration costs

The parties agree that the Sublease must be registered on the certificate of title of the Land and the parties agree that:

- (1) the Lessee must provide the Lessor with a cheque for the cost of registration of this Sublease when it returns the executed Sublease to the Lessor's solicitor; and
- (2) the Lessee must pay all costs associated with the preparation and registration of the subleasing plan, subject to any amendments required by the Lessor.

7. Bond

7.1 Provision of Bond

If the Lessor requires payment of a Bond, the Lessee must deliver the Bond to the Lessor on or before the Commencement Date.

7.2 Use of Bond

The Lessor may use the Bond if the Lessee does not comply with any of its obligations under this Sublease (including any extension or holding over), and the Lessor may have recourse to the Bond without notice to the Lessee.

7.3 Return of bond

Within 30 days of the expiry of this Sublease (or any holding over, renewal or extension of this Sublease) or the Lessee vacating the Premises, whichever is the later, the Lessor must repay to the Lessee, the Bond (or so much as the Lessor has not previously called upon).

7.4 Bank guarantee

In substitution for the Bond, the Lessee may elect to provide an unconditional and irrevocable written undertaking by a bank, in favour of the Lessor and containing terms and conditions reasonably required by the Lessor for the same amount and containing an expiry date no earlier than 12 months after the Expiry Date.

7.5 Additional bond or bank guarantee

If the Lessor has recourse to any amount of the Bond or calls on the bank guarantee, then, no later than seven days after the Lessor gives the Lessee a notice asking for it, the Lessee must deliver to the Lessor an amount equal to the Bond moneys called upon or a replacement or additional bank guarantee so that the amount guaranteed is equal to the amount of the original Bond or bank guarantee.

8. Use of Premises

8.1 Use of Premises

The Lessee must not use or occupy the Premises except for the use set out in Item 9 or any such other purpose consented to by the Lessor in writing.

8.2 Crown lease

The Lessee must not use the Premises for any purpose other than as permitted by the Crown lease for the Land or any superior lease of the Premises.

8.3 No warranty as to suitability

8.3.1 The Lessee acknowledges that no promise, representation, warranty or undertaking has been given by or on behalf of the Lessor as to the suitability of the Premises, the Building or the Land for any purposes or as to the fittings, finishing, facility and amenities of the Premises, the Building or the Land, except as contained in this Sublease. The Lessee must satisfy itself in respect to the use to which the Premises may be put and acceptance of this Sublease acknowledges full knowledge of any prohibitions or restrictions on the use of the Premises, including any imposed by law.

8.3.2 Where the permitted use of the Premises requires the consent of any authority, the Lessee must obtain that consent at its own expense. The Lessee must keep current the licenses and permits required to carry on its activities from the Premises.

8.3.3 Without limiting the preceding subclauses of this clause 8.3, the Lessee acknowledges that the Lessor makes not representation as to whether any improvements on the Land:

- (1) are fit for habitation;
- (2) are in any particular state of repair or maintenance;
- (3) are constructed or maintained to any particular standard or condition;
- (4) have all or usual approval or certification from any authority,

and the Lessee will not raise any complaint or bring any cause of action against the Lessor in respect of such matters.

8.4 Signs

The Lessee must not fix or place any sign, notice, advertisement or other thing on any part of the Premises without the consent in writing of the Lessor, such approval not to be unreasonably withheld.

8.5 Compliance with laws

The Lessee must comply, at its expense, with all laws and the requirements of any authority in connection with the Lessee's use or occupation of the Premises.

8.6 Keep clean

The Lessee must:

- (1) keep the Premises and immediate surroundings clean and tidy (including mowing) and free from refuse; and
- (2) allow reasonable access to the Premises by the Lessor and its employees, agents, contractors or invitees to enable it to carry out any obligation required by this Sublease.

8.7 Statutory notices

- 8.7.1 If the Lessee receives a notice from any authority in respect of the Premises, the Lessee must immediately notify the Lessor in writing.
- 8.7.2 Subject to clause 19.4 the Lessee must comply promptly with all notices received from any authority in respect of the Premises except such notices as would have been given irrespective of the Lessee's use and occupation of the Premises.

8.8 Notice of defect

The Lessee must immediately give notice to the Lessor of any damage to the Premises and any accident affecting water, gas or oil pipes, electrical wiring or any defect in them and any other fittings, fixtures or facilities provided by the Lessor.

8.9 Fencing and Stock

- 8.9.1 The Lessee will maintain and repair all fences and gates erected on the Land in good condition, having regard to their condition at the Commencement Date.
- 8.9.2 The Lessee may, at its own expense, erect and maintain further stockproof fences, in locations agreed with the Lessor. These fences remain the property of the Lessee and may be removed by the Lessee at the expiration or earlier termination of the Sublease at the Lessee's option.
- 8.9.3 The Lessee must properly care for any stock on the Land at the Lessee's own expense and undertake regular inspections of any stock on the Land.
- 8.9.4 The Lessee must remove or dispose of all dead stock and animals from the Land within 24 hours of becoming aware that there is dead stock on the Land in compliance with the *Stock Act 2005* (ACT) and any other applicable laws or regulations. If the Lessee fails to remove dead stock without reasonable excuse or justification within the required time the Lessor may direct the removal or disposal of dead stock and the Lessee is to pay to the Lessor any costs the Lessor may incur associated with such action.
- 8.9.5 The Lessee must not, without prior written approval of the Lessor and subject to such terms and conditions as may be imposed in that approval:
- (1) remove timber or rocks;
 - (2) dump rubbish;
 - (3) construct any building; or
 - (4) use chemicals (agricultural or otherwise) on the Land save in accordance with clause 9.

- 8.9.6 The Lessee must pay to the Lessor any costs incurred by the Lessor for action taken in response to any breach of clause 8 by the Lessee.
- 8.9.7 The Lessee must comply with any direction by the Lessor or the Territory as to the maximum number and type of stock to be pastured on the Land within seven days of such direction being given. In giving such directions, the Lessor must take reasonable account of the logistic and economic impact and such a direction and, to the extent consistent with the Lessor's requirements and intentions in respect of the Premises, must aim to minimise impact on the Lessee.
- 8.9.8 If the Lessee fails to remove stock in accordance with a notice, request or direction given under this Sublease the Lessor may issue a breach notice in accordance with clause 19.
- 8.9.9 If the Lessee fails to remove stock upon termination of the Sublease, the Lessor may impound all or any of the Lessee's stock upon the Land in accordance with the *Stock Act 2005* (ACT) or any other legislation controlling the trespass of stock on the Land, as the stock will be trespassing on the Land.
- 8.9.10 The depasturing of stock on the Land shall be done entirely at the risk of the Lessee and neither the Lessor nor the Territory nor their officers, servants or agents shall be liable in any way whatsoever for any loss, damage or injury to person, livestock or other property of the Lessee or any other person.
- 8.9.11 The Lessee must ensure that the grass height on the Land at all time complies with any Farmwise Management Plan and Land Management Agreement that is in place in respect of the Land.
- 8.9.12 At the Lessor's discretion, the Lessee may fertilise the Premises as and when required to maintain and improve the pasture quality of the Premises during the Term.

8.10 Right of access for Site Lessees

The Lessee must grant the Site 1 Lessee, Site 2 Lessee and Site 3 Lessee and persons authorised by each of them the right to enter and traverse the Access Area with necessary materials and equipment, including, but not limited to vehicles, at any time, to enable the them to access those parts of the Land subject to their respective subleases on the Land provided always the Site 1 Lessee, Site 2 Lessee and Site 3 Lessee must:

- (1) minimise disruption to the Lessee's use and enjoyment of the Premises;
- (2) as far as reasonably possible remain on graded/marked roads when accessing the Access Area with vehicles; and
- (3) close/fasten all gates they open or unfasten when accessing the Access Area.

9. Pest & Weed Control and Chemical Use

- 9.1.1 The Lessee must ensure that the application of agricultural and veterinary chemicals is conducted only by suitably skilled people.
- 9.1.2 The Lessee may use only agricultural and veterinary chemicals registered by the Australian Pesticides and Veterinary Medicines Authority, or for which a permit has been issued by the Australian Pesticides and Veterinary Medicines Authority under the *Agricultural and Veterinary Chemicals Code Act 1994* (Cth) provided such chemicals are used in accordance with directions specified on the label or the aforesaid permit.
- 9.1.3 The Lessee must immediately report to the Lessor any spillage of agricultural and veterinary chemicals that could cause environmental harm.
- 9.1.4 The Lessee must keep records of agricultural and veterinary chemicals applied on the Land for the Term and provide copies to the Lessor within 7 days of a request to do so any time during the Term or within three months thereafter.
- 9.1.5 The Lessee must participate in programs controlling feral animals and notifiable noxious weeds as coordinated or directed by the Territory or the Lessor from time to time during the Term up to twice every calendar year and upon reasonable notice.
- 9.1.6 The Lessee must undertake at its expense all pest culling practices as required under the Land Management Agreement during the Term.

10. Disease, Rubbish and Flammable Liquids

10.1 Notifiable Diseases

- 10.1.1 The Lessee must ensure that the stock being grazed on the Land are free of all notifiable diseases and not subject to any order, notice or declaration that relates to a notifiable disease or subject to any impending order, notice or declaration that relates to a notifiable disease.
- 10.1.2 The Lessee must take all adequate steps to control and eradicate all notifiable diseases in compliance with all legislative requirements of any authority.

10.2 Rubbish

The Lessee will keep the Premises free from rubbish including placing all rubbish and stockpiling. The Lessee will arrange for the regular clearing and regular removal of all rubbish.

10.3 Flammable liquids and substances

- 10.3.1 The Lessee must not store or use chemicals or flammable, volatile or explosive substances on the Premises except for substances used in the normal course of

the Lessee's business and must not in any way create any actual or potential fire hazard in the Premises.

10.3.2 If the Lessee stores or uses chemicals or flammable, volatile or explosive substances in the normal course of the Lessee's business, the Lessee must keep those substances in a safe and secure manner consistent with all laws and guidelines of all relevant authorities.

10.3.3 The Lessee must permit the Lessor to enter the Premises at any time to control any actual or potential fire hazard and if the hazard, in the reasonable opinion of the Lessor, results from the use of the Premises by the Lessee, the Lessee must pay to the Lessor immediately on notification, the costs of the Lessor in carrying out that work.

11. Land Management Agreement

11.1.1 The Lessee acknowledges the Land is required to be subject to a Land Management Agreement, the form of which has not been finalised as at the Commencement Date.

11.1.2 The Lessor must consult with, and act reasonably in taking into account the reasonable requirements of, the Lessee prior to entering into any Land Management Agreement in respect of the Land.

11.1.3 The Lessee must:

- (1) comply at all times and undertake all activities required under any applicable Land Management Agreement in respect of the Land at its own expense; and
- (2) provide all reasonable assistance and access to allow the Lessor to undertake any inspections it reasonably requires to ensure that the Lessee is complying with the Land Management Agreement.

12. Alterations

12.1 No alterations without consent

12.1.1 The Lessee will not, without the prior written consent of the Lessor, erect any improvements or make any alterations or additions to the Lessee's Improvements on the Premises or permit or suffer the same to be made.

12.1.2 The Lessee must, in the course of erecting any improvements or making any alterations or additions:

- (1) comply with the requirements of the Lessor and all relevant authorities (including any heritage requirements);
- (2) obtain all necessary consents and approvals from all relevant authorities (including any heritage requirements); and

- (3) not interfere with the quiet enjoyment of the Site 1 Lessee, Site 2 Lessee or Site 3 Lessee.

12.1.3 The Lessor, in its absolute discretion, may refuse to consent to the erection of improvements or the making of alterations or additions.

13. Repairs, Maintenance and Replacement

13.1 Inconsistency

Where there is an inconsistency between this clause and Schedule 2, Schedule 2 will prevail.

13.2 Acknowledgement

13.2.1 As soon as practicable after the Commencement Date the Lessor will prepare and the Lessee will approve a Condition Report detailing the state of repair and condition of all improvements, fencing and water infrastructure and weeds as at the Commencement Date.

13.2.2 The Lessee acknowledges that, at the Commencement Date and the date of first occupation of the Premises by the Lessee (if applicable), the Premises and the Lessor's Improvements in it were in good repair and condition or as otherwise specified in the Condition Report.

13.3 Repair obligations

13.3.1 Subject to clauses 13.3.2 and 13.3.3, the Lessee must keep the Lessor's Improvements in good and tenantable repair and condition having regard to the condition of the Premises at the Commencement Date.

13.3.2 The Lessee must maintain and keep the Lessee's Improvements in good and tenantable repair and condition during the Term.

13.3.3 The Lessee's obligation to repair under clause 13.3.1 will not apply when the requirement for repair arises as a result of the negligence or act or omission of the Lessor or the Lessor's employees, agents, contractors or invitees.

13.4 Replacement obligations

13.4.1 Subject to clause 13.4.2, the Lessor will replace any Lessor's Improvements which, in the Lessor's absolute opinion, requires replacement.

13.4.2 The Lessor's obligation to replace the Lessor's Improvements will not apply when the requirement to replace arises as a result of the negligence or act or omission of the Lessee, or the Lessee's employees, agents, contractors or invitees or the failure of the Lessee to maintain the Lessor's Improvements.

13.4.3 The Lessee will be responsible for the replacement of the Lessee's Improvements.

13.5 Make Good

The Lessee must, at the time of, or immediately before, the expiration of the Lessee's occupancy (and in this regard time is of the essence) remove all livestock and leave the Premises in a neat and tidy state and in substantially the same conditions as at the Commencement Date, fair wear and tear excepted.

13.6 Notices to repair

13.6.1 The Lessor may, at any time, serve on the Lessee a notice in writing of any defect which the Lessee is required to repair that was not present and apparent at the Commencement Date. The Lessee will repair the defect within 21 days of the date of service of the notice (or such other period as agreed). The Lessor may specify a period of less than 21 days within which to repair the defect if the defect is likely to cause damage to the Premises or Building or may cause injury to any person.

13.6.2 Where the Lessor is required to repair, due to the default of the Lessee, the Lessee must pay to the Lessor the cost of those repairs and any associated expenses within 7 days of notification of the amount.

13.7 Leaving Lessee's Improvements goods or fixtures behind

To the extent permitted by law, if the Lessee leaves any Lessee's Improvements, goods or fixtures in the Premises for more than 21 days after the expiry or termination of this Sublease, the Lessor may dispose of them in any way the Lessor sees fit. In addition, any such Lessee's Improvements, goods or fixtures will, at the Lessor's election, become the Lessor's Improvements absolutely and the Lessor may deal with them without accounting to the Lessee or being required to compensate the Lessee.

13.8 Other services

13.8.1 During the Term, and any extension or renewal of it, the Lessor must maintain in working order any services within the Premises which are the responsibility of the Lessor.

13.8.2 If any of the services specified in this clause:

- (1) malfunction;
- (2) become unsafe; or
- (3) are otherwise incapable of being operated as a result of any cause,

the Lessor will, within a reasonable time (not being less than 48 hours except in the case of an emergency) after receipt of written notification from the Lessee,

repair or replace the services (or part of the services) with services of an equivalent type and quality.

13.8.3 The Lessor will not be required to repair or replace any of the services referred to in clause 13.8.1 where the repair or replacement arises as a result of the negligence or default of the Lessee or the Lessee's employees, agents, contractors or invitees unless the Lessee has first paid to the Lessor, the estimated cost of the repair or replacement.

13.9 Lessor's right to enter

13.9.1 The Lessor and persons authorised by the Lessor have the right to enter the Premises with necessary materials and equipment at reasonable times, and on not less than 2 weeks' written notice (but without any notice in any case which the Lessor considers an emergency):

- (1) to view the state of repair and condition of the Premises including all pastures, weeds and stock;
- (2) to conduct investigations and testing on the Land;
- (3) to install any structures and equipment on the Land, Premises or the Building which must not be interfered with by the Lessee;
- (4) to carry out any work or make any repairs or alterations or additions to the Premises or the Building;
- (5) to carry out repairs as the Lessor thinks fit;
- (6) where the Lessee has failed to repair any defect in accordance with any notice served by the Lessor; or
- (7) to comply with the terms of any present or future law affecting the Premises or any notice served on the Lessor or the Lessee by the Territory or any competent authority.

14. Insurance

14.1 Public Liability

The Lessee, during the Term and any holding over under this Sublease, must keep current a public risk liability policy with a Prescribed Insurer for an amount for any single occurrence of not less than the amount referred to in Item 10. The policy must indemnify the Lessor against all actions and demands of any kind arising from the use and occupation by the Lessee and/or the Lessee's employees, agents, contractors and invitees of the Premises. The policy must note the Lessor's interest.

14.2 Other Insurance

The Lessee is responsible for:

- (1) insuring the Lessee's Improvements and all other property of the Lessee in the Premises including livestock, fodder and farm machinery against fire and the usual risks that a prudent tenant would insure against for its replacement value;
- (2) taking out and maintaining all workers compensation insurance in compliance with all laws if required; and
- (3) ensuring that all contractors on the Premises have appropriate insurance including public risk liability insurance.

14.3 General obligations not to increase Lessor's insurance

The Lessee must not do, or permit to be done, anything that would result in any insurance in relation to the Premises (including insurance required to be held by the Lessee under this Agreement) being:

- (1) unenforceable;
- (2) voidable; or
- (3) likely to increase the rate of premium on any insurance taken out by the Lessor (except with the approval of the Lessor in writing).

14.4 Fire Regulation

14.4.1 The Lessee must comply with any fire regulations set out in any bush fire management plan applicable to the Land.

14.4.2 The Lessee must ensure that adequate fire management protocols are created and applied to the Land in accordance with any bush fire management plan applicable to the Land.

14.5 Production of policy

The Lessee, in respect of any policy of insurance to be taken out by the Lessee, must, on request, produce to the Lessor either a:

- (1) policy of insurance; or
- (2) certificate of currency for the policy.

15. Indemnity and Release

15.1 Risk

The Lessee will occupy, use and keep the Premises at its own risk.

15.2 Indemnity

The Lessee indemnifies the Lessor, its employees, agents, contractors and invitees against liability in respect of all actually loss suffered by the Lessor arising from all claims, costs and expenses, damage, injury or death to persons or property caused or contributed to by the Lessee and/or its employees, agents, contractors or invitees in connection with this Sublease, except to the extent that the Lessor, through negligence or unlawful act or omission, has caused the relevant loss, damage or injury to the extent not covered by insurance of the Lessor.

15.3 Claims to be made good

The Lessee must, at its expense, make good the amount of all claims, loss, damage, costs and expenses, the subject of the indemnity in clause 15.2.

15.4 Release

To the full extent permitted by law, the Lessee hereby releases the Lessor, its employees, agents, contractors and invitees from all claims and demands of every kind and from all liability which may arise in respect of any death or injury to any person or any accident or damage to property of any kind or nature, in or near the Premises or the Land other than as may be caused by the wilful or negligent act of the Lessor, its employees, agents, contractors or invitees.

16. Quiet Enjoyment

If the Lessee pays the Rent and other monies payable under this Sublease and observes the covenants and terms of this Sublease, the Lessee may use the Premises without interruption or disturbance from the Lessor or any person claiming under the Lessor, save as specifically provided for in this Sublease.

17. Damage or Destruction to the Premises

17.1 Damage or destruction to the Premises

If the Lessor's Improvements on the Land are materially damaged or destroyed so that the continued occupation of the Premises is impractical, then the Lessor must, within 2 months, tell the Lessee whether or not the Lessor proposes to repair the Lessor's Improvements and if so, the approximate start and finish dates for the work. Meanwhile the Lessee must continue to use any part of the Premises that is useable, safe and accessible, and to obey this Sublease as far as possible.

17.2 Termination by Lessor

If:

- (1) the Lessor gives the Lessee a notice under clause 17.1 that the Lessor does not intend to repair the Lessor's Improvements; and

- (2) one of the following applies:
- (a) the Lessor's Improvements have to be, or have been, demolished because of the damage;
 - (b) the damage extends to more than 50% of the Lessor's Improvements;
 - (c) it is impracticable to repair or reinstate the Lessor's Improvements within one year of the date of damage; or
 - (d) the Lessee cannot use the Premises and this Sublease expires within 2 years of the damage occurring and there is no option for a further term;

then the Lessor may terminate this Sublease by 30 days' written notice to the Lessee.

17.3 Termination by Lessee

If one of the following applies:

- (1) the Lessor gives the Lessee a notice under clause 17.1 that the Lessor does not intend to repair the Lessor's Improvements;
- (2) the Lessor gives the Lessee a notice under clause 17.1 that the Lessor does intend to repair the Lessor's Improvements but the Lessor unreasonably departs from the proposed start and finish dates; or
- (3) the Lessee will not be able to use the Premises within a reasonable period or for more than one year after the day, or last day, the damage happened;

then the Lessee may give a written notice terminating the Sublease on 30 days' notice and specifying the reason for that termination.

17.4 No payment of Rent

While the Lessee cannot use the Premises due to damage to the Lessor's Improvements, the Lessee is not required to pay Rent and any other money payable under this Sublease unless the Lessor and the Lessee otherwise agree or unless the Court orders otherwise.

17.5 Payment of Rent continues

If the Lessor's Improvements are damaged but the Lessee is still able to use the Premises (in full or in part), then the Lessee must continue to pay Rent and other money payable under this Sublease unless the Lessor and the Lessee otherwise agree or unless the Court orders otherwise.

17.6 Agreement to end Sublease

The Lessor and the Lessee may also agree to end this Sublease without the Lessor giving the notice under clause 17.1.

17.7 Obligation to repair or reconstruct

Other than as set out in this clause, nothing in this Sublease imposes an obligation upon the Lessor to repair or reconstruct the Lessor's Improvements in the event of damage to or destruction as described in this clause.

18. Assignment

18.1 No assignment without consent

- (1) The Lessee may only assign this Sublease with the written consent of the Lessor and may not licence or otherwise part with possession of the Premises.
- (2) In any request to assign the lease the Lessee must notify the Lessor in writing of the intention and apply for consent providing details of the proposed assignee and all other information reasonably requested by the Lessor.

18.2 No underletting or mortgage

The Lessee is not permitted to underlet or grant a mortgage in respect of its interest in the Premises or the Lessee's Improvements.

18.3 Planning Act Application

Where any restriction on subletting or underletting under the *Planning and Development Act 2007* (Cth) applies to the Crown lease for the Land, the Lessor must obtain the consent of the ACT Planning and Land Authority to any proposed subletting or underletting of the Premises. If the ACT Planning and Land Authority does not grant consent either this Sublease will be of no force and effect or the Lessee must not sublet or underlet, as applicable.

19. Default and Re-entry

19.1 Default by Lessee

Where the Lessee is in breach of any condition in this Sublease, the Lessor may remedy the breach at any time without notice to the Lessee and without limiting the rights of the Lessor as a consequence of that breach. Where the Lessor so acts, all reasonable costs and expenses incurred by the Lessor (including reasonable legal costs on a solicitor and client basis) in remedying any breach, must be paid by the Lessee to the Lessor immediately upon written notification of the amount and, in default, the amount may be recovered in a court of competent jurisdiction.

19.2 Termination for breach

19.2.1 Where:

- (1) any instalment of the Rent or other money payable by the Lessee to the Lessor is 21 days in arrears (in case of the Rent whether or not demand has been made for it);
- (2) a notice has been served on the Lessee by, or on behalf of, the Lessor specifying a breach of this Sublease and, if applicable, that breach has not been remedied or compensated for in accordance with the notice, provided the notice has allowed at least 21 days in which to remedy or compensate; or
- (3) the Lessee:
 - (a) becomes bankrupt or is subject to an Insolvency Event;
 - (b) makes any assignment for the benefit of creditors, or makes any arrangement with creditors for liquidation of the debts of the Lessee by composition or otherwise; or
 - (c) being a company or an incorporated association, goes into liquidation either voluntarily or compulsorily, (except for the purpose of reconstruction or amalgamation), or is wound up dissolved or placed under official management or a receiver or manager any of its assets is appointed or an inspector is appointed under the *Corporations Act 2001* (Cth),

the Lessor may, at any time thereafter give written notice to the Lessee that the Lessor intends to terminate this Sublease (the "Termination Notice").

19.3 Date of termination

19.3.1 The termination referred to in the Termination Notice takes effect on the earlier of:

- (1) the date that the Lessee agrees to the termination by notice in writing to the Lessor; or
- (2) the date 14 days after the service of the Termination Notice (the "time period") provided that the Lessee does not contest the termination by application to the Magistrate's Court within the time period.

19.3.2 If the Lessee contests the termination in accordance with clause 19.3.1(2), the termination has effect on the date ordered to be the date on which the termination takes effect by the Magistrate's Court.

19.4 Termination without breach

19.4.1 Either party may terminate this Sublease after giving 30 days notice to the other party where the Lessee is unable to use the Use of Premises.

19.4.2 Notwithstanding 19.4.1 the Lessor shall not terminate this Sublease where the Lessee is unable to use the Use of Premises and:

- (1) the impediment to use relates only to occupation and use of the land for its permitted purposes;
- (2) the impediment to use does not void or adversely impact any insurance either party is required to take out under this Sublease;
- (3) the Lessee is diligently attempting to resolve the impediment to use; and
- (4) the Lessor has not been directed by any authority to cease permitting the Lessee to use the Premises.

20. Fixtures Remaining after Breach

20.1 Application

This clause applies:

- (1) where this Sublease has been terminated or the Lessor has re-entered the Premises; and
- (2) in relation to any fixtures or goods in the Premises which do not, on termination or re-entry, pass to the Lessor and which remain in the Premises for 14 days after the date of termination or re-entry.

20.2 Removal by Lessor

The Lessor may:

- (1) remove any fixtures or goods to which this clause applies from the Premises and store them in such place and manner as the Lessor thinks fit;
- (2) deal with livestock in accordance with the provisions of clause 8.9;
- (3) on reasonable notice to the Lessee, place any fixtures or goods outside the Premises; and/or
- (4) sell the fixtures and goods and deduct from the proceeds, the Lessor's costs in removing, storing and selling them, and account to the Lessee for the balance.

20.3 Payment of costs

The Lessee must pay to the Lessor, on demand, all reasonable costs and expenses of the Lessor in removing or storing fixtures, livestock or goods.

21. No Compensation

At the expiry of this Sublease, the Lessee will not be entitled to receive any compensation in respect of any Lessee's Improvements or goods remaining on the Premises.

22. Essential Terms

22.1 Essential Terms

Each of the following covenants by the Lessee is an essential term of this Sublease:

- (1) clause 2.3.2 relating to the provision of relevant notice;
- (2) clause 4.1 relating to payment of Rent and clauses 5.1 regarding other payments to be made by the Lessee;
- (3) clauses 8.1, 8.2 and 8.9 relating to use of the Premises;
- (4) clause 12.1 relating to alterations and additions;
- (5) clauses 13.3 and 13.5 relating to repair, maintenance and make good;
- (6) clauses 14.1 and 14.3 relating to insurance;
- (7) clauses 18.1 and 18.2 relating to assignment, underletting and mortgaging; and
- (8) clause 26.2 relating to payment of GST.

22.2 Acceptance of arrears

The acceptance by the Lessor of arrears or the late payment of Rent or other monies does not constitute a waiver of the essential and continuing obligation of the Lessee to pay Rent and other moneys during the Term on the dates specified in the Sublease.

22.3 Breach of an essential term

The Lessee must compensate the Lessor in respect of any breach of an essential term of this Sublease and the Lessor is entitled to recover damages from the Lessee in respect of such breaches. The Lessor's entitlement under this clause is in addition to any other remedy or entitlement (including the right to terminate this Sublease).

22.4 Loss on repudiation or breach

Where the Lessee's conduct (whether acts or omissions) constitutes:

- (1) a repudiation of the Sublease; or
- (2) a breach of any covenant contained in the Sublease,

the Lessee will compensate the Lessor for the loss or damage suffered by reason of the repudiation or breach.

22.5 Quantum of damages recoverable

The Lessor is entitled to recover damages against the Lessee in respect of repudiation or breach of covenant for the damage suffered by the Lessor during the entire Term.

22.6 Certain events of no effect

The Lessor's entitlement to recover damages is not affected or limited by any of the following:

- (1) if the Lessee abandons or vacates the Premises;
- (2) if the Lessor elects to re-enter or to terminate the Sublease;
- (3) if the Lessor accepts the Lessee's repudiation; or
- (4) if the party's conduct constitutes a surrender by operation of law.

22.7 Lessor may remedy defaults

The Lessor may remedy without notice, any default by the Lessee under this Sublease and whenever the Lessor elects to do so, all costs and expenses incurred by the Lessor (including legal costs and expenses) are to be paid by the Lessee immediately on notification.

23. Not used

24. Rules

24.1 Rules

The Lessee must comply with the Rules and the Lessee acknowledges that, if it fails to comply with any of the Rules, the failure constitutes a breach of this Sublease.

24.2 Compliance with Rules

The Lessee must take all reasonable steps to ensure that its employees, agents, contractors and invitees comply with the Rules.

24.3 Variation of Rules

The Lessor may delete, vary or add to the Rules provided that the Lessor notifies the Lessee of the changes within 30 days of making the changes.

25. Superior Lease

25.1 Sublease

Where the Lessor is the Crown Lessee;

- (1) this Sublease will be read and construed as a sublease;
- (2) the Lessor covenants punctually to make all payments due and owing under the Crown Lease and to observe the covenants contained in the Crown Lease;
- (3) subject to the terms and conditions of this Sublease, the Lessee covenants to observe the covenants contained in the Crown Lease on the part of the lessee named in that Crown Lease, except for the payment of money by the lessee required by the Crown Lease.

26. GST

26.1 GST definitions

In this clause:

Act means the *A New Tax System (Goods and Services Tax) Act 1999* (as amended) and any regulation made under that Act;

GST, Taxable Supply, Input Tax Credit, Supply and Tax Invoice have the same meaning as in the Act;

GST Rate means 10% or if the rate at which GST is calculated under the Act changes, the rate applicable at the relevant time.

Payment includes consideration in the form of money given or received and in a form other than money given or received.

26.2 Payment of GST

A party making Payment to another party for a Taxable Supply under this Sublease must pay to the other party at the same time, an additional amount equal to the amount of the Payment multiplied by the GST Rate.

26.3 Reimbursements

When calculating the amount of:

- (a) any reimbursement to a party under this Sublease; and
- (b) the indemnification under this Sublease of an expense, loss or liability incurred or to be incurred by that party,

the other party may include the GST paid or payable on the Supply giving rise to the amount, but if that party includes the GST that party must deduct the amount of any Input Tax Credit from the amount paid.

26.4 Tax invoice

A party receiving a Payment of GST under this clause must provide a Tax Invoice to the party making the Payment before or at the same time as the Payment is received.

27. Application of Leases Act

The parties agree that the Leases Act does not apply to this Sublease as the Lessor is subletting for farm management purposes.

28. Miscellaneous

28.1 No waiver

Failure or omission by the Lessor at any time to enforce or require strict or timely compliance with any provision of this Sublease will not:

- (1) affect or impair that provision in any way;
- (2) affect the right or remedy that the Lessor may have in respect of that provision; or
- (3) act as a waiver of any other breach by the Lessee.

28.2 Entire Agreement

This Sublease contains the entire agreement between the parties in relation to the Premises and supersedes any prior representation, negotiations, writing, memoranda and agreements.

28.3 Variation

This Sublease may be varied only by the written agreement of the parties prior to the expiration of this Sublease.

28.4 Severability

Any provision of this Sublease that is illegal, void or unenforceable will not form part of this Sublease to the extent of that illegality, voidness or unenforceability. The remaining provisions of this Sublease will not be invalidated by an illegal, void or unenforceable provision.

28.5 Governing law

This Sublease is governed by and construed in accordance with the law for the time being in force in the Territory and the parties submit to the non-exclusive jurisdiction of the courts of the Territory.

28.6 Compliance with laws

The Lessee must comply with the laws from time to time in force in the Territory.

28.7 Notices

28.7.1 Any notice, including any other communication, required to be given or sent to either party under this Sublease must be in writing. A notice will be deemed to have been given:

- (1) if delivered by hand, on delivery;
- (2) if sent by prepaid mail, on the expiration of two business days after the date on which it was sent; or
- (3) if sent by facsimile, on the sender's facsimile machine recording that the facsimile has been successfully and properly transmitted to the recipient's address.

28.7.2 In addition, where a notice is given by either party to repair or replace, the notice may be sent by electronic mail to an electronic mail address provided to the transmitting party and is deemed to be served at the time the email was sent.

28.8 Authority to complete

The Lessee authorises the Lessor and its solicitors to complete any blanks with a proper date or details and to make any formal correction necessary to this Sublease.



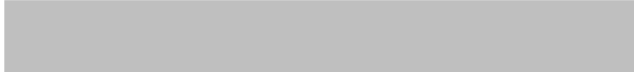
29. Contamination

- 29.1** The Lessee acknowledges that the Lessor has disclosed that Block 1491 Belconnen is recorded on the EPA contaminated sites management database or geographic information system in respect of the following items:
- (1) One plunge sheep dip: The EPA has identified but not investigated this site; and
 - (2) One spray dip site: The EPA has identified but not investigated this site.
- 29.2** The Lessee must return the Premises to the Lessor on the expiry or earlier determination on this Sublease in the same condition as at the Commencement Date in regards to the contamination levels of the Land.
- 29.3** If subclause 29.2 is not complied with, the Lessee must take all steps to remediate the Premises to the satisfaction of the Lessor and the EPA.

30. Guarantee & Indemnity

Not Used

Schedule 1

Item 1:	Lessee:	
Item 2:	Land:	Blocks 1491, 1492 and 1587 Division of Belconnen
Item 3:	Premises:	The part of the Land not part of Sites 1, 2 or 3 on SLP
Item 4:	Term:	10 years
Item 5:	Commencement Date:	30 August 2016
Item 6:	Expiry Date:	29 August 2026
Item 7:	Rent:	\$1.00 per annum (exclusive of GST) if and when requested by the Lessor.
Item 8:	Rent Review	
	(a) Rent Review Dates	Not Applicable
	(b) Method of Rent Review:	Not Applicable
Item 9:	Use of Premises:	Farming, agricultural and ancillary uses.
Item 10:	Public Liability Insurance:	\$10,000,000.00
Item 11:	Option Term:	Not applicable
Item 12:	Interest Rate:	10% per annum for all amount outstanding between the parties under the Sublease
Item 13:	Address for Notices:	Lessor: GPO Box 158 Canberra ACT 2601 Contact Officer: Executive Director Sales, marketing & property management Lessee:  Contact Officer: 
Item 14:	Bond:	Not applicable

Item 15: Guarantor: Not applicable

Item 16: Variations: During the Term of the Sublease, the Lessee makes reasonable efforts to undertake farming as a going concern on the Premises.

Schedule 2

DISTRIBUTION OF LESSOR AND LESSEE RESPONSIBILITIES IN RELATION TO STATUTORY OUTGOINGS, SERVICE CHARGES AND GENERAL CHARGES

Details of Charges	Percentage of Lessor responsibility (A)	Percentage of Lessee responsibility (B)
SECTION 1 - STATUTORY OUTGOINGS		
Land Tax	0%	100%
General rates	0%	100%
Water and Sewerage rates	0%	100%
SECTION 2 - SERVICE CHARGES		
Electricity	0%	100%
Gas	0%	100%
Water Usage	0%	100%
Telephone and Communications	0%	100%
Cleaning - General	0%	100%
Rubbish removal/tradewaste bins	0%	100%
Insurance - Public Liability	0%	100%
Pest & weed control	0%	100%
SECTION 3 - GENERAL CHARGES		
Insurance - Building	0%	100%
Fire Brigade Monitoring	0%	100%
Fire Protection & Fire Extinguishers	0%	100%
Painting	0%	100%
Locks and Keys	0%	100%
Floor coverings	0%	100%

Schedule 3 – Rules

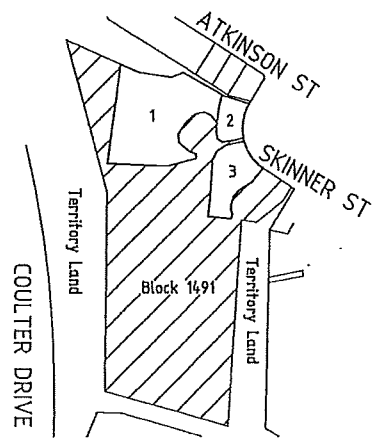
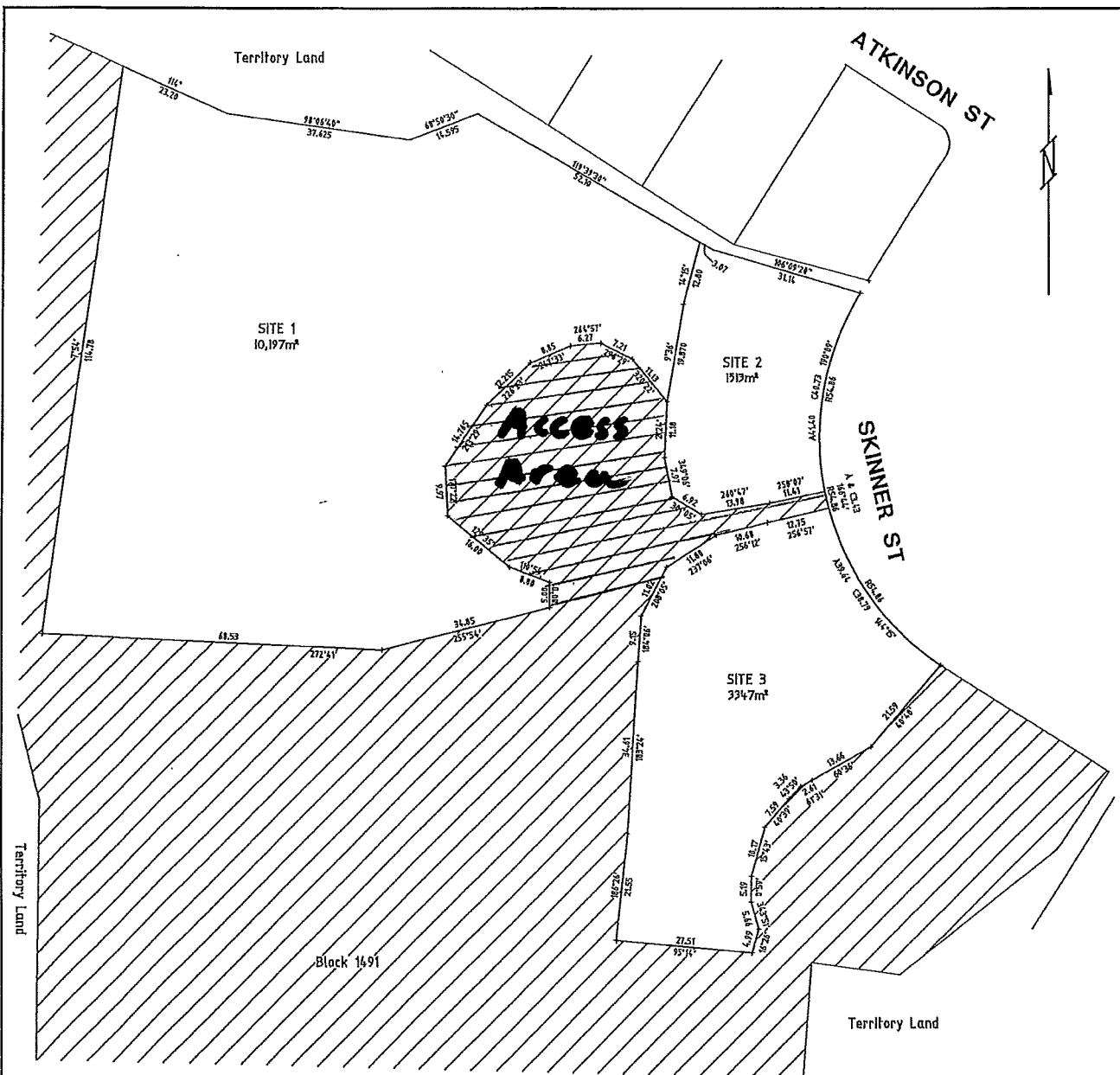
1. All requests for consents or approvals required from the Lessor, all notices required to be given by the Lessee to the Lessor and all enquiries, complaints and suggestions which the Lessee may wish to communicate to the Lessor, are to be in writing to the Contact Officer named in Item 13.
2. The Lessee must keep all gates and other means of access to the Premises securely fastened when the Premises are left unoccupied. The Lessor reserves the right to enter the Premises and fasten them if they are left insecurely fastened.
3. The Lessee must ensure that, at all times, the Lessor has a current address and telephone number at which the Lessee, or a responsible representative of the Lessee, can be reached when the Lessee or representative is not in the Premises.
4. No rubbish or waste may, at any time, be burnt on the Premises.
5. The Lessee may not conduct, or permit to be conducted, on the Premises any auction, bankrupt or fire sale except those that occur as part of the Lessee's ordinary business.
6. The Lessee must comply with any fire management plan produced by the Lessor or the Territory which is made known to the Lessee or, if reasonably required by the Lessor, the Lessee will produce its own fire management plan.

NOT USED

Schedule 4 – Rent Review

Schedule 5 – Heritage Details

Schedule 6 – Crown lease



LOCATION DIAGRAM
NOT TO SCALE

I, RICHARD JALLAND of Land Data Surveys Pty Ltd, Canberra certify that this plan is an accurate and adequate representation of the layout as at 23/08/2018 of part of the LAND & BUILDINGS of Block 1491 District of Belconnen Signed _____ Date _____ Project Surveyor	PLAN OF PART LAND & BUILDINGS BLOCK 1491 DISTRICT BELCONNEN Scale 1:500	Lodged in the office of the Registrar of Titles at Canberra this _____ day of _____ 20 at _____ minutes past o'clock in the _____ noon. Approved _____ Registrar of Titles
		S.L. PLAN No.

Executed as an Agreement

DATE OF THIS AGREEMENT 1st September 2016

SIGNED for and on behalf of the
LAND DEVELOPMENT AGENCY
in the presence of:

) [Redacted]
)
) Signature of Land Development Agency
delegate

[Redacted]
.....
Signature of witness

DANIEL BAILEY
.....
Print name

[Redacted]
.....
Print name

SIGNED by or for and on behalf of
[Redacted] in the presence of:

) [Redacted]
) Signature of [Redacted]

[Redacted]
.....
Signature of witness

[Redacted]
.....
Print name

[Redacted]
.....
Print name

SIGNED by or for and on behalf of
[redacted] in the presence of:

)

)

)

Signature of [redacted]

[redacted]
.....
Signature of witness

[redacted]
Print name

[redacted]
.....
Print name

SIGNED by or for and on behalf of
[redacted] in the presence of:

)

)

)

Signature of [redacted]

[redacted]
.....
Signature of witness

[redacted]
.....
Print name

[redacted]
.....
Print name

Note:

Date: Must be dated on the date the last party signs the Agreement or, if signed counterparts of the Agreement are exchanged, the date of exchange. Also date the cover page.

Individual: Must be signed by the individual and witnessed.

Incorporated Association: Must be signed in accordance with the Association's constitution, which may or may not require the common seal to be affixed. As a minimum, 2 authorised officers must sign.

Company: Must be signed in accordance with section 127 of the *Corporations Act 2001* (Cth), for example, by 2 directors or a director and a secretary. Common seal may be affixed if required under the constitution but is generally not required.

