

ORIGINAL

Entered in Register Book Vol **2276** Folio **19**

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

Sections 283, 284
of the Planning and
Development Act 2007 apply

David Snowden
David Snowden
Registrar-General



23 MAY 2017

AUSTRALIAN CAPITAL TERRITORY

PLANNING AND DEVELOPMENT ACT 2007

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

LEASE GRANTED pursuant to the Planning and Development Act 2007 and
the Regulations made under the Act on the ~~sixth~~ day of ~~March~~
Two thousand and seventeen WHEREBY THE PLANNING AND LAND
AUTHORITY ("the Authority") ON BEHALF OF THE COMMONWEALTH
OF AUSTRALIA ("the Commonwealth") in exercising its functions grants
LESSEE to **SLAVICA PTY LIMITED A.C.N 099 922 871** of 209 Majura Road
Majura in the Australian Capital Territory ("the Lessee") ALL THAT piece or
parcel of land situate in the Australian Capital Territory containing an area of
LAND **3.063 hectares** or thereabouts and being **Block 709 District of Majura** as
delineated on **Deposited Plan Number 11079** in the Registrar-General's
Office at Canberra in the said Territory ("the land") TOGETHER with the
right to use Territory owned improvements RESERVING unto the Territory all
minerals and the right to the use, flow and control of ground water under the
TERM surface of the land TO HOLD unto the Lessee for a term of **twenty years**
commencing on the sixteenth day of February Two thousand and seventeen
("the date of commencement of the lease") to be used by the Lessee for the
purpose set out in Clause 4(a) of this lease only YIELDING AND PAYING
THEREFOR rent in the amount and in the manner and at the times provided
for in this lease and UPON AND SUBJECT TO the covenants conditions and
agreements contained in this lease.

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

- (a) “agriculture” means broadacre animal farming, crop and pasture production, and horticulture for commercial wholesale production, but does not include animal husbandry or any cultivation or animal farming carried out primarily for the personal enjoyment of, or consumption by, the owner(s) or occupant(s) of the land;
- (b) “ancillary use” means the use of land for a purpose that is ancillary to the primary use of the land;
- (c) “animal husbandry” means any form of animal production that either takes place within the confines of a building or buildings where livestock are reared in confined areas excluding any husbandry carried out mainly for the personal enjoyment of, or consumption by, the owner(s) or occupier(s) of the land;
- (d) “assessment period” means successive three year periods referred to in Clause 3(a) of this lease;
- (e) “Authority” means the Planning and Land Authority established by section 10 of the Planning and Development Act 2007;
- (f) “building” means any building or structure, constructed or partially constructed or to be constructed, as the context permits or requires, on the land;
- (g) “class” for a building or structure, means the class of building or structure under the building code as defined in the Building Act 2004;
- (h) “dwelling”:
 - (i) means a class 1 building, or a self-contained part of a class 2 building, that:
 - (A) includes the following that are accessible from within the building, or the self-contained part of the building:
 - (1) not more than 2 kitchens;
 - (2) at least 1 bath or shower;
 - (3) at least 1 toilet pan; and
 - (B) does not have access from another building that is either a class 1 building or the self-contained part of a class 2 building; and

- (ii) includes any ancillary parts of the building and any class 10a buildings associated with the building;
- (i) “horticulture” means the use of land for intensive plant production such as fruit vegetable or flower production (including berries and vines);
- (j) “Lessee” shall:
 - (i) where the Lessee consists of one person be deemed to include the Lessee and the executors administrators and assigns of the Lessee;
 - (ii) where the Lessee consists of two or more persons be deemed to include in the case of a tenancy in common the said persons and each of them and their and each of their executors administrators and assigns and in the case of a joint tenancy be deemed to include the said persons and each of them and their and each of their assigns and the executors administrators and assigns of the survivor of them; and
 - (iii) where the Lessee is a corporation be deemed to include such corporation and its successors and assigns;
- (k) “premises” means the land building and all other improvements on the land;
- (l) “Territory” means:
 - (i) when used in a geographical sense the Australian Capital Territory, and
 - (ii) when used in any other sense the body politic established by section 7 of the Australian Capital Territory (Self-Government) Act 1988 (C'th);
- (m) words in the singular include the plural and vice versa;
- (n) words importing one gender include the other genders;
- (o) a reference in this lease to any statute or statutory provision shall include a reference to any statute or statutory provision that amends, extends, consolidates or replaces the statute or statutory provision and to any other regulation, instrument or other subordinate legislation made under the statute.

2. THE LESSEE COVENANTS WITH THE COMMONWEALTH as follows:

RENT

- (a) That the Lessee shall pay to the Authority:
- (i) from the date of the commencement of the lease until the fifteenth day of February Two thousand and twenty rent at the rate of one thousand one hundred and twenty two dollars per annum; and
 - (ii) for the remainder of the lease term for each successive triennial period rent at the rate determined by the Authority in accordance with the provisions of Clause 3 of this lease;

payable quarterly in advance on the first days of January April July and October in each year during the term of this lease and proportionately for any fraction of a quarter;

ADDITIONAL RENT (b)

That if any rent of other moneys payable under this lease shall remain unpaid after the date appointed for its payment the Lessee shall on demand pay to the Authority as additional rent a sum calculated on the amount of the unpaid rent or other moneys owing under this lease at a rate of fifteen per centum per annum during any period that the rent or other moneys remain unpaid and computed from the date appointed to the date upon which such payments are made;

GOODS AND SERVICES TAX

- (c) That in addition to any other moneys payable under or in respect of this lease the Lessee shall pay to the Authority upon demand an amount equal to the amount payable by the Authority for GST in respect of this lease (where "GST" has the meaning the term has in the A New Tax System (Goods and Services Tax) Act 1999 (C'th));

MANNER OF PAYMENT OF RENT

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

3. IT IS MUTUALLY COVENANTED AND AGREED as follows:

ASSESSMENT PERIODS

- (a) That the terms of this lease shall be divided into assessment periods as follows:
- (i) the first assessment period shall be the period referred to in Clause 2(a) (i) of this lease; and

- (ii) subsequent assessment periods shall be for successive triennial periods except for the last assessment period which shall commence on the day next after the last day of the penultimate assessment period and end on the last day of the term thereof;

DETERMINATION (b)
OF RENT

That in respect of the remainder of the lease term referred to in Clause 2(a) (ii) of this lease the Authority shall make or cause to be made a determination of the rent for the land in respect of each assessment period as at the date of commencement of such assessment period. The Authority shall notify the Lessee of the determination and until such notification the Lessee shall pay rent at the rate at which the rent for the lease was payable immediately prior to the commencement of the assessment period;

DETERMINATION (c)
BINDING

That the rent determined by the Authority and notified to the Lessee shall be binding on both the Authority and the Lessee and shall be applied for all purposes of this lease as the rent in respect of the assessment period to which it relates.

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

PURPOSE

- (a) To use the premises only for the purpose of agriculture not including the agistment of horses and ancillary uses of:
 - (i) keeping a maximum of one (1) horse for personal use; and
 - (ii) one (1) dwelling;

ASSIGNMENT
AND
SUB-LETTING

- (b) That the Lessee shall not assign sub-let transfer or part with possession ("assignment") of the whole or any portion of the premises unless:
 - (iii) the Authority has previously granted its consent in writing to the proposed assignment; and
 - (iv) the proposed assignee has entered into a land management agreement that complies with the Planning and Development Act 2007 with the Territory

and shall not otherwise deal with the land except pursuant to the provisions of that Act;

EASEMENT FOR
SERVICES

(c) That:

- (i) the Authority, on behalf of the Commonwealth, grants over that part of the land identified as a services easement on the Deposited Plan an easement ("Easement") in favour of the relevant provider (referred to as the "service provider");
- (ii) the service provider may:
 - (A) provide, maintain and replace services supplied by that service provider through the land within the site of the Easement; and
 - (B) do anything reasonably necessary for that purpose, including without limitation:
 - (1) entering or passing through the land;
 - (2) taking anything on to the land; and
 - (3) carrying out work, including without limitation, constructing, placing, repairing or maintaining pipes, poles, wires, cables, conduits, structures and equipment;
- (iii) in exercising the powers in Clause 4(c)(ii), the service provider must take all reasonable steps to:
 - (A) ensure that the work carried out on the land causes as little disruption, inconvenience and damage as is practicable; and
 - (B) ensure that the land is restored as soon as practicable to a condition that is similar to its condition before the work was carried out;
- (iv) Clause 4(c)(iii)(B), does not require the service provider to restore:
 - (A) the land to a condition that would result in:
 - (1) an interference with:
 - (i) any service on or through the land; or
 - (ii) access to any service on or through the land; or

	(2)	a contravention of a law of the Territory; or
	(B)	any building or structure placed or constructed on any part of the land comprising the Easement;
	(v)	the Lessee must not place or construct, nor permit to be placed or constructed, a building or structure or any part of a building or structure on any part of the land comprising the Easement UNLESS written advice from the service provider is obtained;
	(vi)	for the purposes of the Easement, "services", includes, without limitation, the supply of water, gas, electricity and discharge or drainage of water, stormwater and sewerage; and
	(vii)	nothing in this clause diminishes or affects any rights or powers of a service provider conferred under any statute, regulation or law;
ACCESS	(d)	That the Lessee shall permit any person or persons duly authorised by the Authority with such equipment as is necessary or convenient to enter upon across and through the land at all reasonable times;
TREES	(e)	That the Lessee shall not cut down fell ringbark or otherwise injure or destroy (or suffer or permit the same) any live tree or tree-like plant on the land without the previous consent in writing of the Territory;
FIREWOOD	(f)	That the Lessee shall not take suffer or permit the taking of firewood off the land without the previous consent in writing of the Authority;
SIGNS	(g)	That the Lessee shall not display or permit to be displayed on the premises any advertisement sign or hoarding without the previous consent in writing of the Authority;
CLEAN AND TIDY	(h)	That the Lessee shall at all times keep the premises clean tidy and free from debris rubbish and other unsightly or offensive matter PROVIDED ALWAYS THAT should the Lessee fail to do so the Authority may at the cost of the Lessee cause any matter or thing to be removed from the premises and restore the premises to a clean and tidy condition;
BUILDING SUBJECT TO APPROVAL	(i)	That the Lessee shall not without the previous approval in writing of the Authority, except where exempt by law, erect any building on the land or make any structural alterations to the premises;

INSURANCE

- (j) That the Lessee must take out a policy of insurance as soon as the Lessee becomes the Lessee or, if earlier, has an insurable interest in the Territory owned improvements:
- (i) with an insurer approved by the Territory; and
 - (ii) that insures the Commonwealth, the Territory, the Authority and the Lessee for each of their respective rights and interests in the Territory owned improvements against loss or damage to each of the Territory owned improvements (other than timber treatment) for the full replacement cost of each of the Territory owned improvements; and
 - (iii) that includes a condition entitling the Authority at its own discretion to direct the insurer as to how any payments or other proceeds under the insurance policy are to be applied; and
 - (iv) that may include as an insured to whom the policy extends any other person or legal entity that has an insurable interest in the Territory owned improvements

and the Lessee must maintain the policy of insurance in force during the term of the lease and on request of the Authority at any time provide evidence that the policy is current;

REPAIR

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

FAILURE TO REPAIR

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

paid shall for all purposes of this lease be a debt due and payable to the Authority by the Lessee;

RIGHT OF
INSPECTION

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

RATES AND
CHARGES

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

5. THE COMMONWEALTH COVENANTS WITH THE
LESSEE as follows:

QUIET
ENJOYMENT

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

6. IT IS MUTUALLY COVENANTED AND AGREED as
follows:

TERMINATION

- (a) That if:
- (i) any rent or other moneys payable under this lease shall remain unpaid for three months next after the date appointed for payment thereof (whether such rent shall have been formally demanded or not); or
 - (ii) the said land is at anytime not used for a period of one year for the purpose for which this lease is granted; or
 - (iii) the Lessee shall fail to observe or perform any other of the covenants contained in this lease on the part of the Lessee to be observed or performed and shall have failed to remedy such breach within a period of six months from the date of service on the Lessee of a notice in writing from the Authority specifying the nature of such breach

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

ACCEPTANCE
OF RENT

- (b) That acceptance of rent or other moneys by the Authority during or after any period referred to in Clauses 6(a) (i), (ii) or (iii) of this lease shall not prevent or impede the exercise by the Authority of the powers conferred upon it by the said Clauses;

WITHDRAWAL

- (c) That:

- (i) if the whole or any portion or portions of the land shall at any time be required by the Commonwealth or the Authority the Authority may withdraw that land from this lease by giving a notice ("Notice of Withdrawal") to the Lessee.
- (ii) the Notice of Withdrawal shall specify:
 - (A) that land is being withdrawn from the lease pursuant to this Clause;
 - (B) the portion or portions of land being withdrawn from the lease ("Land Withdrawn"); and
 - (C) the date the withdrawal of land is to be effective ("Withdrawal Date") which shall not be less than three months after the date on which the Notice of Withdrawal is given to the Lessee;
- (iii) as soon as practicable after the Withdrawal Date, the Authority must:
 - (A) make or cause to be made a plan for lodging at the Registrar-General's Office at Canberra delineating the Land Withdrawn;
 - (B) provide the Lessee with a copy of the plan as conclusive evidence of the Land Withdrawn; and
 - (C) give notice to the Lessee requesting the Lessee to produce the Lessee's copy of the lease or Certificate of Title at the Registrar-General's Office for registration of the withdrawal AND the Lessee shall within fourteen days after receiving the notice and at the Lessee's own expense comply with the notice;
- (iv) if the whole or any portion or portions of the land is withdrawn the Lessee shall be entitled to:
 - (A) compensation from the Authority in respect of the Land Withdrawn calculated in accordance with Clause 6(d) of this lease; and

(B) compensation from the Authority for improvements other than Territory owned improvements on the Land Withdrawn determined in accordance with the Planning and Development Act 2007 and as if this lease had expired in respect of the Land Withdrawn;

(v) the rent shall be reduced by an amount equal in percentage to the percentage that the area of the land withdrawn bears to the area of land immediately prior to any such withdrawal;

COMPENSATION
FOR
WITHDRAWAL

(d) (i) Within fourteen days of the Withdrawal Date the Authority shall pay the Lessee compensation in respect of the Land Withdrawn calculated in accordance with the formula:

$$C = \frac{A}{B} \times \left(DA \times \frac{D2}{D1} \right)$$

Where:

C is the compensation payable;

A is the area of the land withdrawn;

B is the area of the land comprised in this lease on the day prior to the Withdrawal Date;

DA is any discharge amount paid;

D1 is the CPI last published prior to the payment of any discharge amount.

D2 is the CPI last published prior to the Withdrawal Date; and

"CPI" means the Consumer Price Index All Groups for Canberra published by the Australian Bureau of Statistics. If there is any suspension or discontinuance of the publication of the Consumer Price Index then CPI will be such index as is determined by the President for the time being of the Australian Property Institute ACT Division or his nominee as reflecting movements in the cost of living in Canberra. That determination will be final and binding on the Lessee and the Authority and the costs of that determination will be borne equally by the Lessee and the Authority;

(ii) the Authority may deduct from any moneys payable to the Lessee under this Clause the amount of any loss, damage or expense suffered by the Authority by reason of the Lessee's breach of, or non-compliance with, any of the covenants of this lease on the part of the Lessee to be observed or complied with including (but not limited to) any moneys which may be due and payable by the Lessee to the Authority in accordance with this lease;

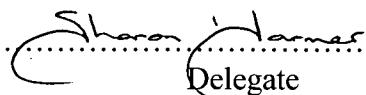
- MINERALS (e) That the Authority hereby reserves the right to authorise any person or persons to enter upon the land to mine work win recover and remove minerals and to do all things necessary or convenient for those purposes;
- PIPELINES AND TRANSMISSION LINES (f) That:
- (i) rights to construct maintain and operate pipelines and transmission lines and associated machinery and infrastructure in under on over across and through the land together with the right to authorise any person or persons to enter upon the land to construct maintain or operate pipelines and transmission lines and to do all things necessary or convenient for those purposes are reserved to the Authority;
 - (ii) the Lessee shall permit any person or persons duly authorised by the Authority with such equipment as is necessary or convenient to enter upon the land at all reasonable times and survey construct inspect repair maintain or operate any pipeline or transmission line; and
 - (iii) in respect of any portion or portions of the land within a distance of three metres from any point on the surface of the land directly under any transmission line the Lessee shall not cultivate or plant with any crop such portion or portions of the land without the previous written consent of the Authority;
- FURTHER LEASE (g) Subject to the Lessee paying all money required to be paid under the provisions of the Planning and Development Act 2007 the Lessee shall be entitled to a further lease of the land for such further term and at such rent and subject to such conditions as may then be provided or permitted by Statute Ordinance or Regulation;
- NOTICE (h) That any notice requirement demand consent or other communication to be given to or served upon the Lessee under this lease shall be deemed to have been duly given or served if signed by or on behalf of the Authority and delivered to or sent in a pre-paid letter addressed to the Lessee at the registered office of the Lessee in the said Territory BUT if for any reason the Lessee does not have a registered office in the said Territory then at the usual or last-known address of the Lessee or affixed in a conspicuous position on the premises;

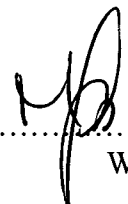
EXERCISE OF
POWERS

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

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

Signed by **SHARON HARMER**)
a delegate authorised to execute this lease)
on behalf of the Commonwealth in the)
presence of: **Maggie Erin Stephenson**)


.....
Delegate


.....
Witness


SIGNED by)
SLAVICA PTY LIMITED)
A.C.N 099 922 871)



.....
Signature

.....
Signature

.....
Name in full


.....
Name in full

.....
Director/Secretary

.....
~~Sole~~ Director/Secretary