



OFFICER : MARGARET WHITTEM
 PHONE : 6207 1816
 FAX : 6207 1799
 FILE : 97/16191

Mr Peter Head
 The General Manager
 Canberra Southern Cross Club
 PO Box 53
 WODEN ACT 2606

Dear Mr Head

**PITCH AND PUTT GOLF COURSE
 BLOCK 4 SECTION 79 PHILLIP**

I refer to your application for the direct sale of a lease for the development of a Pitch and Putt Golf Course in Phillip.

I am pleased to offer you a lease over Block 4 Section 79 Phillip pursuant to the Land (Planning and Environment) Act 1991.

Attached is a copy of the lease and the lease and development conditions for your information. This offer is made in accordance with the following conditions and should be read in conjunction with the terms and conditions contained in the attached lease:

LESSEE: Canberra Southern Cross Club Limited

LAND: Block 4 Section 79 Phillip
 [REDACTED]

AREA: 3.615 hectares approximately, subject to survey.

TERM: 99 years.

PURPOSE: To use the premises only for the purpose of a par 3 golf course comprising 18 holes and associated facilities.

GROSS FLOOR AREA: That the gross floor area of any building erected on the land shall not exceed 80 square metres.



Planning and Land Management

16 Challis Street, Dickson

GPO Box 1908 Canberra ACT 2601 • Telephone: (02) 6207 1926 • Facsimile: (02) 6207 1925

ACT Government Homepage: <http://www.act.gov.au>

In this lease "gross floor area" means the sum of all floors of the building or buildings measured from the external faces of the exterior walls or from the centre lines of walls separating the building from any other building excluding an area used solely for rooftop fixed mechanical plant and/or basement car parking.

ACCESS: That the Lessee shall:

- (i) provide and maintain to the satisfaction of the Territory access to the premises from Block 6 Section 24 Phillip Block 1 Section 114 Phillip Block 1 Section 115 Phillip Block 2 Section 79 Phillip Block 8 Section 79 Phillip for persons authorised by the Lessee and maintenance and emergency vehicles under a gross weight of two tonnes; and
- (ii) permit persons authorised by the Lessee and maintenance and emergency vehicles to pass and repass as may be necessary for all purposes connected with the use and enjoyment of the premises;

Please note the Lessee shall be required to construct a pathway from Block 6 Section 24 Phillip across Block 1 Section 114, Block 1 Section 115, Block 2 Section 79 and a bridge over the stormwater channel on Block 8 Section 79 to access Block 4 Section 79 Phillip. The pathway and bridge will be used by pedestrians and maintenance vehicles under a gross weight of two tonnes. On issue of the Certificate of Occupancy and Use for the bridge, a lease for the bridge and pathway will be granted to the Canberra Southern Cross Club. The pathway and bridge is to be built in accordance with plans and specifications prepared by the Lessee and previously submitted and approved in writing by the Territory.

Please note the block identifier for the bridge and pathway cannot be inserted in the lease "access clause" for Block 4 until such time the Club has constructed the bridge and the Territory has surveyed the block.

EMERGENCY AND MAINTENANCE VEHICLE ACCESS

The Lessee shall provide and maintain to the satisfaction of the Territory an access from Yamba Drive for emergency and maintenance vehicles exceeding a gross weight of two tonnes.

VEHICULAR ACCESS

No vehicular access shall be permitted on the premises except for emergency and maintenance vehicles.

**BUILDING
COVENANT**

That the Lessee shall commence and complete within twelve and twenty four months respectively from the date of commencement of the lease or within such further time as may be approved in writing by the Territory an approved development on the land at a cost not less than one million two hundred thousand dollars to be spent on a par 3 golf course consisting of 18 holes pathways and landscaping.

**ASSOCIATED
WORKS**

The following is a list of associated works that are required on the site:-

Design and construction of a watermain and water service tie to service the site including ancillary works and fittings;

Design and construction of a sewer service tie including ancillary works and fittings;

Design and construction of a revised alignment of the cycleway on the western side of Yarralumla Creek Stormwater Channel in accordance with the Planning Control Plan including necessary linemarking, signposting and all ancillary works and fittings. The cycleway is required to be reconstructed to suit the new pathway and to withstand loading of maintenance vehicles at the point of intersection with the pathway referred to in clause below. Access along cycle way is required to be maintained at all times;

Design and construction of a bridge over Yarralumla Creek Stormwater Channel for pedestrians and maintenance vehicles only in accordance with the Planning Control Plan including ancillary works and fittings;

Design and construction of a pathway from Section 24 Block 6 to Section 79 Block 4 for pedestrians and maintenance vehicles only in accordance with the Planning Control Plan including ancillary works;

Design and construction of an industrial strength vehicular crossing on the Yamba Drive verge in accordance with the Planning Control Plan and to the satisfaction of ACT Infrastructure Management, Roads;

Reinstatement of the adjacent Territory land damaged during construction.

Please note that all of the works must be completed to the satisfaction of the Territory prior to the occupation of the premises and the cost involved must be allowed for in the project budget. The Lessee must lodge with this Department prior to signing the Crown Lease, an "Unconditional Bank Undertaking" for [REDACTED] to cover the estimated cost of the Associated Works. A copy of the Unconditional Bank Undertaking is enclosed for your information.

INDEMNITIES: That the Lessee shall indemnify and keep indemnified the Commonwealth the Territory their servants and agents from all actions claims suits and demands brought maintained or made against the Commonwealth the Territory their servants or agents by any person or body of persons arising out of:

- (i) the provision by the Lessee of the design and construction of the associated works that may be required on the site including all ancillary works and fittings referred to in sub-clause (c) of Clause 4 of the lease until such works are completed and formally handed over to the Territory; and
- (ii) flooding or inundation of the premises due to flows of water in Yarralumla Creek stormwater channel or Long Gully Creek stormwater channel;

PAYMENT FOR LEASE

(a) The Capital Sum payable upon acceptance of this offer is [redacted]

This sum comprises the Current Site Value less a portion of the cost of Associated Works and application fee [redacted] or

(b) Land Rent Option

the first year's land rent is \$nil being [redacted] (associated works) - [redacted]

the annual rental for the second lease year will be [redacted]

the annual rental for the third lease year to the sixth lease year will be [redacted]

from the commencement of the seventh lease year and thereafter for each consecutive three yearly period the annual rent will be reappraised by applying the percentage rent of 25 percent (25%) to the assessed rental value. This will not fall below the initial rent.

PAYOUT OF LAND RENT

Application to pay out land rent at an amount equal to the current site value of \$ [redacted] may be considered if application is made prior to the expiration of the original completion period in the building and development clause specified in the lease. For applications received after this date the payout shall be an amount that is equal to [redacted] or the current market value whichever is the higher.

It is a condition of sale that your organisation shall not be entitled to raise any objection, requisition or claim compensation against the Commonwealth, the Territory, their servants or agents in respect of the existence of regrading, fill or any other disability on the land, whether caused by the Commonwealth, the Territory, their servants or agents or by previous owners of the land or otherwise.

All new leases are subject to payment of ACT Stamp Duty. All enquires concerning the payment of stamp duty should be directed to the Commissioner, ACT Revenue Collections, 2nd Floor, FAI House, corner of London Circuit and Akuna Street, Canberra 2601 or on telephone 207 0028.

Please note that Lease Documents must be lodged for assessment within 30 days from the date of grant. The Taxation (Administration) Act 1987 provides for a maximum penalty for late lodgement equal to 200% of the stamp duty payable.

If this offer is acceptable to you, advice to this effect, together with payment of:

██████████ being the capital sum; or

██████████ being the first year's land rent

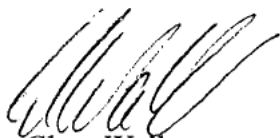
and an Unconditional Bank Undertaking for ██████████ should be given in writing to the Director, Metropolitan Planning and Land Supply Branch, GPO Box 1908, Canberra City, ACT 2601.

This offer shall remain open for a period of 28 days from the date of offer.

Could you please complete and return the enclosed "Lease Particulars" form to indicate how the Lessee should be described in the Crown Lease document.

Should you require any further information please contact Margaret Whitem on telephone 6207 1816.

Yours sincerely



Clare Wall
Manager
Land Allocation Section

8 January 1998

AUSTRALIAN CAPITAL TERRITORY

LAND (PLANNING AND ENVIRONMENT) ACT 1991

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

LEASE GRANTED pursuant to the Land (Planning and Environment) Act 1991 and the Regulations thereunder on the _____ day of _____

One thousand nine hundred and ninety seven WHEREBY THE AUSTRALIAN CAPITAL TERRITORY EXECUTIVE ON BEHALF OF THE COMMONWEALTH OF AUSTRALIA (hereinafter called "the

LESSEE

Commonwealth") grants to **CANBERRA SOUTHERN CROSS CLUB**

LIMITED A.C.N. 008 488 855 a public company limited by guarantee and having its registered office at C/- Mallesons Stephen Jaques Advance Bank Centre 60 Marcus Clarke Street Canberra City in the Australian Capital Territory (hereinafter called "the Lessee") ALL THAT piece or parcel of land

situate in the Australian Capital Territory containing an area of **3.615** or thereabouts and being **Block 4 Section 79 Division of Phillip** as delineated on

LAND

Deposited Plan Number _____ in the Registrar-General's Office at Canberra in the said Territory (hereinafter referred to as "the land") RESERVING unto the

TERM

Territory all minerals TO HOLD unto the Lessee for the term of ninety nine years commencing on the _____ day of _____ One thousand nine hundred and ninety _____ (hereinafter referred to as "the date of the commencement of the lease") to be used by the Lessee for the purpose set forth in sub-clause (e) of Clause 4 of this lease only YIELDING AND PAYING THEREFOR rent in the amount and in the manner and at the times hereinafter provided and UPON AND SUBJECT TO the covenants conditions and agreements hereinafter contained.

INTERPRETATION

1. IN THIS LEASE unless the contrary intention appears:

- (a) "accounting year" means each consecutive period of twelve months or proportion thereof ending on the thirtieth day of June or ending on such other date approved in writing by the Territory in each year (and on the last day of the term of the lease) the first such period commencing from the date of the commencement of the lease;
- (b) "assessed rental value" means the assessed gross revenue less the assessed operating expenses of the premises calculated from time to time in accordance with the terms of the lease;
- (c) "assessed gross revenue" means the total annual revenue of any description whatsoever that might reasonably be expected to be obtained from the premises (without limiting the generality of the foregoing shall include revenue from all sub-leases tenancies licences or other rights of occupation carparking and naming rights) determined -
- (i) by reference to market circumstances and values applying at the date of assessment; and
 - (ii) on the basis that the building is completed fitted out and in good and tenantable repair whether or not that be the fact;
- (d) "assessed operating expenses" means the assessed annual operating expenses which might reasonably be expected to be incurred by the Lessee in the operation management and maintenance of the premises taking one year with another but limited to -
- (i) rates and other periodic statutory outgoings of a like nature;
 - (ii) maintenance repairs garbage collection cleaning caretaking security services and promotional expenses;
 - (iii) electricity oil water gas and other fuels (other than supplies separately metered to particular sub-lessees or occupiers and charged direct to them by the supplier);
 - (iv) insurance of the premises including insurance for loss of rent (other than loss arising out of inability to procure tenants or failure of tenants to pay rent) and public liability insurance;

- (v) management fees not exceeding two and one half per centum of the assessed gross revenue;

BUT shall not include rent payable by the Lessee under the lease capital repayments amortisation on the building interest fees or other charges in respect of any loan;

- (e) "Australian Capital Territory Executive" means the Executive established by section 36 of the Australian Capital Territory (Self-Government) Act 1988 (C'th);
- (f) "building" means the building or buildings constructed on the land in accordance with the covenants of this lease or any building or buildings replacing the same together with all fixtures fittings (including floor coverings) plant amenities and appurtenances thereof and therein contained or thereon affixed or if the context so admits any part thereof;
- (g) "gross floor area" means the sum of the area of all floors of the building measured from the external faces of the exterior walls or from the centre lines of walls separating the building from any other building excluding an area used solely for rooftop fixed mechanical plant and-or basement carparking;
- (h) "Lessee" shall -
- (i) where the Lessee consists of one person be deemed to include the Lessee and the executors administrators and assigns of the Lessee;
 - (ii) where the Lessee consists of two or more persons be deemed to include in the case of a tenancy in common the persons and each of them and their and each of their executors administrators and assigns and in the case of a joint tenancy be deemed to include the said persons and each of them and their and each of their assigns and the executors administrators and assigns of the survivor of them; and
 - (iii) where the Lessee is a corporation be deemed to include such corporation its successors and assigns;
- (i) "minimum rent" means the amount of _____ per annum;
- (j) "percentage rent" means twenty five per centum per annum of the assessed rental value;
- (k) "premises" means the land and any buildings erections and or improvements in on or above 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).

2. THE LESSEE COVENANTS WITH THE COMMONWEALTH as follows:

RENT

(a) That the Lessee shall pay to the Territory -

(i) the minimum rent for the period commencing on the day of One thousand nine hundred and ninety and ending on the day of One thousand nine hundred and ninety payable on the date of the commencement of the lease; and

(ii) the minimum rent for the period commencing on the day of One thousand nine hundred and ninety and ending on the day of and payable by equal quarterly payments in advance on the first day of the months of January April July and October in each year and proportionately for any fraction of a quarter the first of such payments to be made on the eighteenth day of July One thousand nine hundred and ninety eight; and

(iii) for the remainder of the lease term the percentage rent determined from time to time in accordance with the provisions of Clause 3 hereof OR the minimum rent whichever is the greater payable by equal quarterly payments in advance on the first day of the months of January April July and October in each year and proportionately for any fraction of a quarter the first of such payments to be made on the day of Two thousand and and;

ADDITIONAL RENT

(b) That if any rent or other moneys payable under this lease shall remain unpaid after the date appointed for its payment the Lessee shall on demand pay to the Territory as additional rent a sum calculated on the amount of the unpaid rent or other moneys owing under the lease at a rate of twelve point five 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;

MANNER OF PAYMENT OF RENT

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

3. IT IS MUTUALLY COVENANTED AND AGREED as follows:

ASSESSMENT PERIODS

(a) That the lease period commencing on the _____ day of _____ Two thousand and _____ and ending on the last day of the term of the lease shall be divided into assessment periods as follows-
(i) the first assessment period shall commence on the _____ day of _____ Two thousand and _____ and run for three years; 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 hereof;

DETERMINATION OF ASSESSED RENTAL VALUE

(b) That the Territory shall make or cause to be made a determination of the assessed rental value in respect of each assessment period as at the date of commencement of such assessment period and shall calculate the annual rental for such period by applying the percentage rent to the assessed rental value so determined. The Territory shall within fourteen days of the determination of the assessed rental value for a period notify the Lessee of the determination and of the annual rental payable by the Lessee for the assessment period and until such notification the Lessee will pay the rent at the rate at which rent for the lease was payable immediately prior to the commencement of the assessment period;

DETERMINATION BINDING UNTIL SUBSEQUENT DETERMINATION

(c) That the assessed rental value determined by the Territory and notified to the Lessee shall be binding on both the Territory and the Lessee and shall be applied for all purposes of this lease as the assessed rental value in respect of the assessment period to which it relates unless and until a subsequent determination of such assessed rental value is made;

MARKET INFORMATION

(d) That the Lessee shall within three months of being requested so to do by the Territory furnish to the Territory a statement certified by a registered company auditor or some other person approved in writing by the Territory as to the gross revenue received from and the actual operating expenses of all sub-leases tenancies licenses and other rights of occupation of the premises for the immediately preceding accounting year and shall provide such further details and explanations as are reasonably required by the Territory in respect of such statement;

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

COMMENCEMENT
OF BUILDING

- (a) That the Lessee shall within twelve months from the date of the commencement of the lease or within such further time as may be approved in writing by the Territory for that purpose commence to erect an approved development on the land at a cost not less than the sum of one million two hundred thousand dollars to be spent on constructing and maintaining a par 3 golf course consisting of 18 holes pathways and landscaping in accordance with plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the Territory;

COMPLETION
OF BUILDING

- (b) That the Lessee shall within twenty four months from the date of the commencement of the lease or within such further time as may be approved in writing by the Territory complete the erection of the said approved development as well as constructing and maintaining a par 3 golf course consisting of 18 holes pathways and landscaping in accordance with the said plans and specifications and in accordance with every Statute Ordinance or Regulation applicable thereto;

ASSOCIATED
WORKS

- (c) That the Lessee shall commence within twelve months and complete within twenty four months from the date of commencement of the lease or within such further time as may be approved in writing by the Territory for that purpose and prior to the commencement of any trading or business from the premises complete the design and construction of a watermain and water and sewer service ties to fully service the site the revised alignment of the cycleway on the western side of Yarralumla Creek stormwater channel including necessary linemarking signposting and all ancillary works and fittings. The cycleway is to be reconstructed to suit the new pathway and to withstand loading of maintenance vehicles at the point of intersection with the pathway. Design and construction of a bridge over Yarralumla Creek stormwater channel for pedestrians and maintenance vehicles a pathway for pedestrians and maintenance vehicles from Block 6 Section 24 Phillip to Block 4 Section 79 Phillip an industrial strength vehicle crossing on Yamba Drive verge and verge reinstatement of adjacent Territory land damaged during construction and including all ancillary works and fittings in accordance with plans and specifications previously submitted to and approved in writing by the Territory;

INDEMNITY

- (d) That the Lessee shall indemnify and keep indemnified the Commonwealth the Territory their servants and agents from all actions claims suits and demands brought maintained or made

against the Commonwealth the Territory their servants or agents by any person or body of persons arising out of:

- (i) the provision by the Lessee of the design and construction of a watermain and water and sewer service ties to fully service the site the revised alignment of the cycleway on the western side of Yarralumla Creek stormwater channel including necessary linemarking signposting and all ancillary works and fittings. The cycleway is to be reconstructed to suit the new pathway and to withstand loading of maintenance vehicles at the point of intersection with the pathway. Design and construction of a bridge over Yarralumla Creek stormwater channel for pedestrians and maintenance vehicles a pathway for pedestrians and maintenance vehicles from Block 6 Section 24 Phillip to Block 4 Section 79 Phillip an industrial strength vehicle crossing on Yamba Drive verge and verge reinstatement of adjacent Territory land damaged during construction and all ancillary works and fittings referred to in sub-clause (c) of Clause 4 until such works are completed and formally handed over to the Territory; and
- (ii) flooding or inundation of the premises due to flows of water in Yarralumla Creek stormwater channel or Long Gully Creek stormwater channel;

PURPOSE

- (e) To use the premises only for the purpose of a par 3 golf course comprising 18 holes and associated facilities;

GROSS FLOOR AREA

- (f) That the gross floor area of any buildings erected on the land shall not exceed 80 square metres;

ACCESS

- (g) That the Lessee shall:

- (i) provide and maintain to the satisfaction of the Territory access to the premises from Block 6 Section 24 Phillip Block 1 Section 114 Phillip Block 1 Section 115 Phillip Block 2 Section 79 Phillip Block 8 Section 79 Phillip for persons authorised by the Lessee and maintenance and emergency vehicles under a gross weight of two tonnes; and
- (ii) permit persons authorised by the Lessee and maintenance and emergency vehicles to pass and repass as may be necessary for all purposes connected with the use and enjoyment of the premises;

- EMERGENCY AND MAINTENANCE VEHICLE ACCESS (i) The Lessee shall provide and maintain to the satisfaction of the Territory an access from Yamba Drive for emergency and maintenance vehicles exceeding a gross weight of two tonnes;
- VEHICULAR ACCESS (j) No vehicular access shall be permitted on the premises other than those specified in sub clauses (g) and (h) of this Clause;
- PAVING AND LANDSCAPING (k) That the Lessee shall provide and maintain paving and landscaping on the premises to a standard acceptable to the Territory in accordance with plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the Territory;
- PRESERVATION OF TREES (l) That the Lessee shall not during the period allowed for the erection of the building remove trees identified for retention on the said premises without the previous consent in writing of the Territory;
- LIGHTING (m) That the Lessee shall illuminate and keep illuminated at its own expense all public access areas in accordance with approved plans. Illumination shall not create glare or excessive light spillage onto adjacent leases or roadways;
- NIGHT LIGHTING (n) That the Lessee shall restrict the use of lighting on the facility between the hours of sunset and sunrise;
- SIGNS (o) 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 Territory;
- DISABLED PERSONS (p) That the Lessee shall provide and maintain facilities for the disabled to a standard acceptable to the Territory to ensure that disabled persons are given full opportunity for access;
- SERVICE AREAS (q) That the Lessee shall screen and keep screened all service areas to the satisfaction of the Territory and shall ensure that all plant and machinery contained within the premises is suitably screened from public view;
- WASTE MANAGEMENT (r) The Lessee shall ensure that waste from Block 4 Section 79 Phillip is placed for collection in receptacles provided by the Lessee at the existing waste collection areas within Block 4 Block 5 and / or Block 6 Section 24 Phillip;
- BUILDING SUBJECT TO APPROVAL (s) That the Lessee shall not without the previous consent in writing of the Territory erect any building on the land or make any structural alterations to the premises;

- REPAIR** (t) That the Lessee shall at all times during the said term maintain repair and keep in repair the premises to the satisfaction of the Territory;
- FAILURE TO REPAIR** (u) If and whenever the Lessee is in breach of the Lessee's obligations to maintain repair and keep in repair the premises the Territory 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 Territory is of the opinion that a building or some other improvement on the land is beyond reasonable repair the Territory 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 Territory any person or persons duly authorised by the Territory with such equipment as is necessary may enter the premises and carry out the necessary work and all costs and expenses incurred by the Territory in carrying out the work shall be paid by the Lessee to the Territory 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 Territory by the Lessee;
- RIGHT OF INSPECTION** (v) Subject to the provisions of the Land (Planning and Environment) Act 1991 to permit any person or persons authorised by the Territory to enter and inspect the premises at all reasonable times and in any reasonable manner;
- RATES AND CHARGES** (w) To pay all rates charges and other statutory outgoings assessed levied or payable in respect of the premises as and when the same fall due.

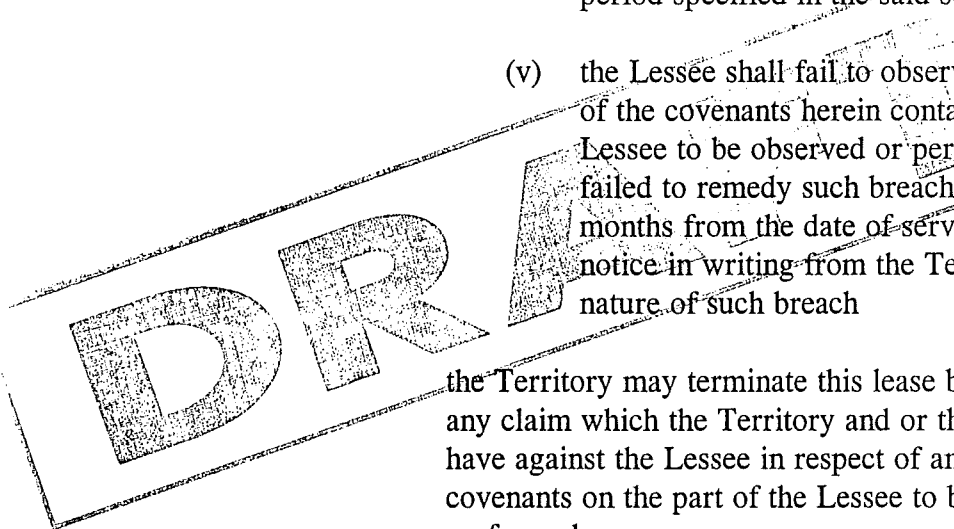
5. THE COMMONWEALTH COVENANTS WITH THE LESSEE as follows:

- QUIET ENJOYMENT** That the Lessee paying the rent 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 Territory or any person lawfully claiming from or under or in trust for the Territory.

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 or other moneys shall have been formally demanded or not); or

- (ii) a building in accordance with sub-clause (a) of Clause 4 of this lease is not commenced within the period specified in the said sub-clause; or
- (iii) a building in accordance with sub-clause (b) of Clause 4 of this lease is not completed within the period specified in sub-clause (b) of the said clause; or
- (iv) associated works in accordance with sub-clause (c) of Clause 4 of this lease are not completed within the period specified in the said sub-clause; or
- (v) the Lessee shall fail to observe or perform any other of the covenants herein contained 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 Territory specifying the nature of such breach



the Territory may terminate this lease but without prejudice to any claim which the Territory and 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 Territory during or after any period referred to in paragraph (i) or (ii) or (iii) or (iv) or (v) of sub-clause (a) of this clause shall not prevent or impede the exercise by the Territory of the powers conferred upon it by sub-clause (a) of this clause;

FURTHER LEASE

- (c) Subject to the provisions of the Land (Planning and Environment) Act 1991 the Lessee shall be entitled to a further lease of the land for such further term and at such rent and subject to such conditions as may then be provided or permitted by Statute Ordinance or Regulation;

NOTICES

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

EXERCISE OF TERRITORY POWERS

- (e) Any and every right power and or remedy conferred on the Commonwealth the Territory or the respective Ministers hereunder or implied by law may be exercised on behalf of the

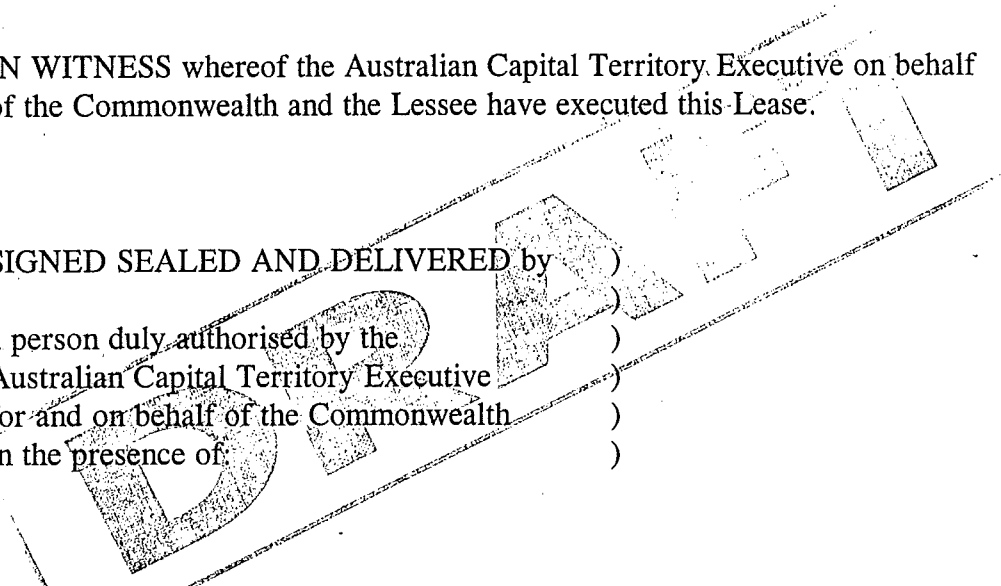
Commonwealth the Territory or the respective Ministers as the case may be by:

- (i) the Territory Minister for the time being administering the Land (Planning and Environment) Act 1991 or any Statute or Ordinance substituted therefor;
- (ii) an authority or person for the time being authorised by the Minister referred to in (i) above or by law to exercise those powers or functions of the Territory the Commonwealth or the relative Minister; or
- (iii) the person to whom the Minister referred to in (i) above has delegated all his powers or functions under the said Land (Planning and Environment) Act 1991 or any Statute Ordinance or Regulation substituted therefor.

IN WITNESS whereof the Australian Capital Territory Executive on behalf of the Commonwealth and the Lessee have executed this Lease.

SIGNED SEALED AND DELIVERED by)
 a person duly authorised by the)
 Australian Capital Territory Executive)
 for and on behalf of the Commonwealth)
 in the presence of:)

The Common Seal of CANBERRA)
 SOUTHERN CROSS CLUB LIMITED was)
 hereto affixed in accordance with its articles)
 of association in the presence of:)



DRAFT**PRESCRIBED CONDITIONS FOR ASSOCIATED WORKS****PHILLIP SECTION 79 BLOCK 4**

1. This lease is conditional upon the lessee designing and constructing at the lessee's cost works associated with the lease which are to become assets of either the Department of Urban Services (DUS), or ACTEW Corporation Ltd.
2. The associated works required are:
 - a) Design and construction of a watermain and water service tie to service the site including ancillary works and fittings.
 - b) Design and construction of a sewer service tie including ancillary works and fittings.
 - c) Design and construction of a revised alignment of the cycleway on the western side of Yarralumla Creek Stormwater Channel in accordance with the Planning Control Plan including necessary linemarking, signposting and all ancillary works and fittings. The cycleway is required to be reconstructed to suit the new pathway and to withstand loading of maintenance vehicles at the point of intersection with the pathway referred to in clause 2(e). Access along cycle way is required to be maintained at all times.
 - d) Design and construction of a bridge over Yarralumla Creek Stormwater Channel for pedestrians and maintenance vehicles only in accordance with the Planning Control Plan including ancillary works and fittings.
 - e) Design and construction of a pathway from Section 24 Block 6 to Section 79 Block 4 for pedestrians and maintenance vehicles only in accordance with the Planning Control Plan including ancillary works.
 - f) Design and construction of an industrial strength vehicular crossing on the Yamba Drive verge in accordance with the Planning Control Plan and to the satisfaction of ACT Infrastructure Management, Roads.
 - g) Reinstatement of the adjacent Territory land damaged during construction;
3. Practical Completion of the associated works shall be achieved prior to the occupation of the premises and within 24 months of the date of commencement of the lease.
4. The lessee shall engage a Chartered Engineer and/or Landscape Architect to design and supervise construction of relevant associated works. For the purposes of this lease, "Chartered Engineer" and "Landscape Architect" means persons qualified for corporate membership of The Institution of Engineers, Australia, and The Australian Institute of Landscape Architects, Australia respectively, who are acceptable to the Territory and who are suitably experienced in the type of work involved in this project.

5. The design and documentation for roadworks, concrete footpaths, paving and stormwater drainage works shall be submitted to and approved by DUS (ACT Infrastructure Management, Roads) prior to commencement of construction of the associated works. The submission should comply with the requirements of City Services, GEEP Roads and Bridges, Urban Stormwater Edition 1 Standard Engineering Practices, the Basic Specification - Roads, Hydraulic Services and Landscape Volume 1, Edition 1, July 1991, good design practise and planning intent. It is the responsibility of the lessee to advise the Supervising Engineer, Quality Assurance, ACT Infrastructure Management, Roads (DUS) of any pre-existing damage to paved and unpaved verges, roads and road verge areas.
6. The design and documentation for landscaping works shall be submitted to and approved by PALM, Development Management Branch on behalf of DUS (Canberra Urban Parks) prior to the commencement of construction of the associated works. The design and documentation should be in accordance with the Canberra Landscape Guidelines and the Basic Specification.
7. The design and documentation for water supply and sewerage works should be submitted to and approved by ACTEW Corporation Ltd. prior to the commencement of construction of the associated works. The design and documentation should be in accordance with Water Supply and Sewerage Standards, ACT Electricity and Water 1993, the Basic Specification and any revision of these documents made from time to time by ACTEW Corporation Ltd. A two-stage submission may be required for complex works.
8. The relocation or removal of existing electrical services will be carried out by ACTEW (Electricity) at the lessee's expense. The lessee will be responsible for meeting any requirements associated with the supply of electricity. Lessees are reminded that ACTEW Corporation Ltd. may have other existing plant on the site and a Cable Location Advice should be obtained from ACTEW Corporation Ltd. before any construction takes place.
9. The lessee shall lodge a Deed of Unconditional Undertaking, using the prescribed proforma, in the amount of [REDACTED] prior to the execution of the lease. The undertaking will be reduced (if requested) to [REDACTED] on Practical Completion of all the works. The remainder of the undertaking will be released on Final Completion of every part of the associated works.

If the associated works are not completed within the time specified for Practical Completion in Clause 3 above, or defects not rectified within the time specified for Final Completion, then the Metropolitan Planning and Land Supply Branch of the Department of Urban Services may exercise its right in accordance with the Deed of Unconditional Undertaking to the extent to which money derived from the Deed of

Unconditional Undertaking is deemed to be necessary for the completion and rectification of the associated works. Such money shall be forfeited to the Department of Urban Services.

10. The lessee shall prior to and during the construction of the associated works seek and arrange for the inspection and approval of the works by DUS (ACT Infrastructure Management, Roads and Canberra Urban Parks) and ACTEW Corporation Ltd. representatives, in accordance with those authorities' procedures. The lessee shall have a competent representative present on the site at all periods during which there are any activities relating to the execution of the associated works.
11. Practical Completion of the associated works shall be deemed to have occurred when the lessee lodges with the Director, Metropolitan Planning and Land Supply Branch, the "Certificates of Operational Acceptance" issued by DUS (ACT Infrastructure Management, Roads and Canberra Urban Parks) and the "Provisional Certificate of Operation" issued by ACTEW Corporation Ltd. The "Certificate of Operational Acceptance" will be issued by City Operations at the beginning of the consolidation period.
12. Final Completion of the associated works shall be deemed to have occurred when the lessee lodges with the Director, Metropolitan Planning and Land Supply Branch the "Certificates of Final Acceptance" issued by DUS (ACT Infrastructure Management, Roads and Canberra Urban Parks) and the "Certificate of Operation" issued by ACTEW Corporation Ltd. The Certificate of Final Acceptance will be issued by the respective agencies on satisfactory completion of the Defects Liability and Consolidation periods. A six (6) months defects liability period applies to works covered by DUS (ACT Infrastructure Management, Roads). A twelve (12) months defects liability period applies to ACTEW Corporation Ltd. works and irrigation works for DUS (Canberra Urban Parks). Landscaping is subject to a minimum of three (3) months consolidation period.
13. Work-as-executed drawings for the roadworks, hydraulic services and landscape irrigation taken over and certified by the Chartered Engineer, are required to be lodged with the respective agencies within one (1) month of Practical Completion.
14. The lessee shall not commence any activity on the site until it has produced to Harlocks Pty Ltd, 217 Northbourne Avenue Turner ACT 2601, (hereafter for the purposes of this lease called the "Insurance Agent") insurance policies as required herein.

The lessee shall take out and keep current insurance policies in respect of all the normal risks involved in its construction of the associated work.

The insurance policies shall be taken out in the joint names of the lessee, its contractors, ACTEW Corporation and the Territory and shall indemnify and keep indemnified the Commonwealth the Territory their servants and agents from all actions claims suits and demands brought maintained or made against the Commonwealth the Territory their servants or agents by any person or body of persons arising out of the provision by the lessee of the works until such works are completed and formally handed over to the Territory.

The amounts and terms of the policies shall be acceptable to the Insurance Agent. Any matters or changes that affects the policies shall be referred to in writing to the Insurance Agent.

15. Correspondence to DUS (ACT Infrastructure Management, Roads) should be addressed to:

Supervising Engineer, Quality Assurance
ACT Infrastructure Management, Roads
Department of Urban Services
Locked Bag 2000
CIVIC SQUARE ACT 2608

Tel:207 6576

Fax:207 7484

Correspondence to DUS (Canberra Urban Parks) should be addressed to:

Manager, Development
Canberra Urban Parks, City Services
8th Floor Macarthur House
12 Wattle Street
LYNEHAM ACT 2602

Tel:207 2283

Fax:207 5527

Correspondence to ACTEW regarding hydraulics should be addressed to:

Manager Hydraulics Planning and Assets South Region
ACTEW
GPO Box 366
CANBERRA CITY ACT 2601

Tel : 293 5708

Fax : 293 5748

Correspondence to ACTEW regarding electricity should be addressed to:

Manager Electricity South
ACTEW
GPO Box 366
CANBERRA CITY ACT 2601

Tel : 293 5711

Fax : 293 5748

Correspondence to ACT Landscape should be addressed to:

The General Manager
ACT Landscape, Totalcare Industries
P.O. Box 777
FYSHWICK ACT 2609

Tel:207 5583

Fax:207 5574