

CANCELLED AND CORRECTED
CERTIFICATE OF TITLE ISSUED

Entered in Register Book Vol. 45 Folio 4428
D. Davis Deputy Registrar of Titles.
21.2.57

THE COMMONWEALTH OF AUSTRALIA.

Australian Capital Territory.

The City Area Leases Ordinance 1936-1951.

Lease

GRANTED pursuant to the City Area Leases Ordinance 1936-1951 and the Regulations thereunder on the fifth day of December One thousand nine hundred and fiftysix

WHEREBY the Commonwealth of Australia (hereinafter called the "Commonwealth") grants to AMPOL PETROLEUM LIMITED being a Company duly registered under the laws of the State of New South Wales and whose registered office in the Australian Capital Territory is situated at Bank of New South Wales Building London Circuit City Canberra in the said Territory

(hereinafter called the "Lessee") ALL THAT piece or parcel of land situate in the City Area in the Australian Capital Territory containing an area of _____ acres _____ roods _____ 33 _____ perches or thereabouts and being Block—13—Section—28—Division of—Narrabundah—

as delineated on Sub-divisional Plan Number—550—in the office of the Registrar of Titles at Canberra in the said Territory and being the land shown by pink colour on the plan endorsed hereon RESERVING unto the Commonwealth all minerals TO HOLD unto the Lessee for the term of ninety-nine years commencing on the—nineteenth—day of—September—

One thousand nine hundred and—fiftysix—to be used by the Lessee for the purposes set forth in sub-clause (g) of clause 1 of this lease only YIELDING AND PAYING THEREFOR during the first twenty (20) years of the said term rent at the rate of—thirtyseven pounds ten—shillings

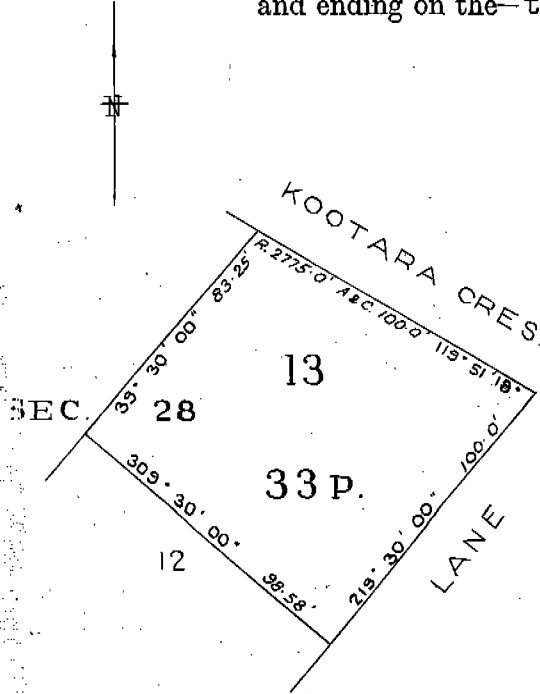
per annum and after the expiration of the said first twenty years during the remainder of the said term rent at the rate of Five pounds per centum per annum of the unimproved value of the said land as determined from time to time upon re-appraisalment of the said value under any Statute Ordinance or Regulation.

1. THE lessee covenants with the Commonwealth as follows:—

(a) That the lessee will in respect of the first year of the said term pay to the Minister on behalf of the Commonwealth or to such person as may be authorized by the Minister for that purpose at Canberra in the said Territory the rent hereby reserved in advance without any deduction whatsoever and that the lessee will during the remainder of the said term pay the rent hereby reserved at the rate aforesaid in the following manner namely in advance for the period commencing on the—nineteenth—day of—September— and ending on the—thirtieth—day of—September— One thousand nine

hundred and—fiftyseven— and thereafter by quarterly payments in advance on the FIRST day of—October—the FIRST day of—January—the FIRST day of—April— and the FIRST day of—July—in each year to the Minister or to such person as may from time to time be authorized by the Minister for that purpose at Canberra aforesaid without any deductions whatsoever the first of such quarterly payments to be made on the FIRST day of—October— One thousand nine hundred and—fiftyseven

(b) That the lessee will pay to the Minister on behalf of the Commonwealth or to such person as may be authorized as aforesaid at Canberra in the said Territory as additional rent a sum at the rate of Eight pounds per centum (8%) per annum of rent payable under this lease which may remain unpaid for one calendar month after the day appointed for payment thereof computed from the expiration of the said calendar month to the date upon which such payment is made such additional rent to be added to and paid with the said amount of rent;



—Scale : 60 Feet to an Inch—

1258/55.

- (c) That the lessee will within— one year —from the commencement of the said term or within such further time as may be approved in writing by the Commonwealth or the Minister on behalf of the Commonwealth for that purpose commence to erect one building only (with necessary and usual outbuildings and fences) on the said land at a cost not less than the sum of—twelve thousand — pounds and in accordance with plans and specifications prepared by the lessee and previously submitted to and approved in writing by the Commonwealth or the Minister on behalf of the Commonwealth ;
- (d) That the lessee will within—two years —from the commencement of the said term or within such further time as may be approved in writing by the Minister complete the erection of the said building at a cost not less than the said sum of twelve thousand — pounds and in accordance with the said plans and specifications and in accordance with every Statute Ordinance or Regulation applicable thereto ;
- (e) That the lessee will at all times during the said term maintain repair and keep in repair all buildings and erections on the said land all to the satisfaction of the Minister ;
- (f) That the lessee will not without the previous approval in writing of the Commonwealth or the Minister on behalf of the Commonwealth erect any building on the said land or make any structural alterations in any building erected on the said land ;
- (g) To use the said land for the purpose of the erection of the building referred to in sub-clauses (c) and (d) of clause (1) hereof and to use the said building for the purpose of a motor service station only. The expression "motor service station" when it appears in this sub-clause means a building where all or any of the following businesses only will be conducted namely the business of selling petrol and other petroleum products motor vehicle accessories the business of effecting repairs and adjustments to motor vehicles (excluding panel beating and forging work necessitating the use of furnaces or heating with fire) and the business of conducting a motor vehicle agency and rendering the services which are usually incidental to the sale of a motor vehicle or ~~only~~; other motor vehicle parts;
- (h) If and whenever the lessee fails to repair or keep in repair any building or erection on the said land the Commonwealth or the Minister on behalf of the Commonwealth may by notice in writing to the lessee specifying the wants of repairs require the lessee to effect repairs in accordance with the said notice or to remove the building or erection and if after the expiration of one calendar month from the date of the said notice or such longer time as the Commonwealth or the Minister on behalf of the Commonwealth may in writing allow the lessee has not effected the said repairs or removed the building or erection the Minister or any person or persons duly authorized by the Commonwealth or the Minister in that behalf with or without carts or other vehicles horses or other animals may enter upon the said land and effect the said repairs or (if the Minister is of opinion the building or erection is beyond reasonable repair) may demolish and remove the building or erection and all expenses incurred by the Commonwealth or the Minister in effecting such repairs or in demolishing and removing the building or erection shall be paid by the lessee to the Commonwealth on demand and from the date of such demand until paid shall for all purposes of this lease be deemed to be rent payable under this lease and unpaid by the lessee ;
- (i) To permit any person or persons authorized by the Commonwealth or the Minister on behalf of the Commonwealth in that behalf to enter upon the said land at all reasonable times and in any reasonable manner and inspect the said land and any buildings erections and improvements thereon.

2. THE Commonwealth covenants with the lessee—

- (a) That the lessee may at any time upon payment of all rent and other moneys due to the Commonwealth under this lease surrender this lease to the Commonwealth but subject to any law of the Territory to the contrary the lessee shall not be entitled to receive any compensation from the Commonwealth in respect of such surrender or in respect of any buildings erections or improvements upon the said land ;
- (b) That the unimproved value of the said land shall be re-appraised for the purpose of determining the rent payable under this lease only in the twentieth year of the term of this lease and in every twentieth year thereafter.

3. IT IS MUTUALLY COVENANTED AND AGREED as follows :—

- (a) That if—
- (i) any rent payable under this lease shall remain unpaid for twelve calendar months next after the date appointed for payment thereof (whether such rent shall have been formally demanded or not) ; or
 - (ii) a building in accordance with sub-clause (c) of clause 1 of this lease is not commenced within the period specified in the said sub-clause ; or
 - (iii) a building in accordance with sub-clause (c) of clause 1 of this lease is not completed within the period specified in sub-clause (d) of the said clause ; or

- (iv) after completion of a building as aforesaid the said land is at any time not used for a period of one year for the main purpose for which this lease is granted the Commonwealth or the Minister on behalf of the Commonwealth may determine this lease but without prejudice to any claim which the Commonwealth or the Minister on behalf of 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 ;
- (b) That acceptance of rent by the Commonwealth or the Minister or a person authorized by the Minister for that purpose during or after any period referred to in paragraph (ii) (iii) or (iv) of sub-clause (a) of this clause shall not prevent or impede the exercise by the Commonwealth or the Minister on behalf of the Commonwealth of the powers conferred upon it by sub-clause (a) of this clause ;
- (c) If at the expiration of this lease the Minister shall have decided not to subdivide the said land and that it is not required for any Commonwealth purpose and shall have declared the said land to be available for lease the lessee shall be entitled to a further lease of the said land for such further term and at such rent and subject to such conditions (including re-appraisalment of rent) as may then be provided or permitted by Statute Ordinance or Regulation. If the Minister shall have decided to subdivide the said land the lessee shall be entitled to a lease under the Statutes Ordinances and Regulations then in force of any one block which forms part of the said land and which the Minister shall have declared to be available for lease ;
- (d) That in this lease the expression "Minister" shall mean the Minister of State of the Commonwealth for the time being administering the *City Area Leases Ordinance 1936-1951* including any amendments thereof or any Statute or Ordinance substituted therefor or the member of the Executive Council of the Commonwealth for the time being performing the duties of such Minister and shall include the authority or person for the time being authorized by the Minister or by law to exercise the powers and functions of the Minister under the *City Area Leases Ordinance 1936-1951* including any amendments thereof or any Statute or Ordinance substituted therefor ;
- (e) That any notice requirement demand consent or other communication to be given to or served upon the lessee by the Commonwealth or the Minister under this lease shall be deemed to have been duly given or served if signed by or on behalf of the Minister and delivered to or sent in a prepaid letter addressed to the lessee at the said land or at the usual or last-known address of the lessee or affixed in a conspicuous position on the said land ;
- (f) That if the lessee shall consist of one person the word "Lessee" shall where the context so admits or requires be deemed to include the lessee and the executors administrators and assigns of the lessee ;
- (g) That if the lessee shall consist of two or more persons the word "Lessee" shall where the context so admits or requires in the case of a tenancy in common be deemed to include 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 the administrators executors and assigns of the survivor of them ;
- (h) That if the lessee shall be a corporation the word "Lessee" shall where the context so admits or requires be deemed to include such corporation and its successors and assigns.

IN WITNESS whereof this Lease has been executed in the name of the Commonwealth of Australia by the Minister and by the lessee.

SIGNED SEALED AND DELIVERED }
by *JOHN NOBLE CORE ROGERS* }
delegate of the Minister of State for }
the Interior of the Commonwealth of }
Australia in the presence of—

J. N. Rogers



COMMISSIONER FOR DECLARATIONS UNDER
THE STATUTORY DECLARATIONS ACT 1911-1950
~~SIGNED SEALED AND DELIVERED~~ }
by the Lessee in the presence of— }
[Signature]

THE COMMON SEAL OF AMPOL PETROLEUM LIMITED
was hereunto duly affixed by the authority
of a resolution of the Board of Directors
and in the presence of the Directors whose
signatures are set opposite hereto and



..... *[Signature]* General Secretary

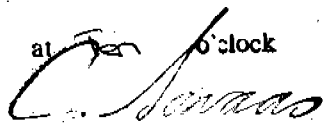
No. 773887 TRANSFER TO Theodore

John Cassidy

of the land within described

Entered 12 Nov 1992
to the face Noon.

at 10 o'clock



C. SARVAAS DEPUTY

CANCELLED AND COMPUTER
CERTIFICATE OF TITLE ISSUED