

ORIGINAL

CANCELLED AND COMPLETED
CERTIFICATE OF TITLE

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..... [Signature] Registrar of Titles
AUSTRALIAN CAPITAL TERRITORY - 7 AUG 1991

LEASES (SPECIAL PURPOSE) ACT 1925

Australian Capital Territory (Planning and
Land Management) Act 1988 "(Cth) ss 29,30 and 31"

The Commonwealth of Australia

LESSEE

LAND

TERM

LEASE GRANTED pursuant to the Leases (Special Purposes) Act 1925 on the nineteenth day of July One thousand nine hundred and ninety one WHEREBY THE COMMONWEALTH OF AUSTRALIA (hereinafter called "the Commonwealth") grants to AUSTRALIAN EPISCOPAL CONFERENCE OF THE ROMAN CATHOLIC CHURCH a company limited by Guarantee and not having a share capital incorporated under the Companies Act 1961 in the State of New South Wales whose registered office is situated C- Makinson and d'Apice Solicitors F.C.A. Building 50 Margaret Street Wynyard Square Sydney (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 4000 square metres or thereabouts and being Block 4 Section 57 Division of Braddon as delineated on Deposited Plan Number 5906 in the office of the Registrar of Titles at Canberra in the said Territory (hereinafter referred to as "the land") RESERVING unto the Commonwealth all minerals TO HOLD unto the Lessee for the term commencing on the nineteenth day of July One thousand nine hundred and ninety one (hereinafter referred to as "the date of the commencement of the lease") and terminating on the thirty first day of December two thousand and fifty seven to be used by the Lessee for the purpose set forth in sub-clause (c) of Clause 3 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) "building" means the building or any buildings on the land at the date of the commencement of the lease and any 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 fittings fixtures (including floor coverings) plant machinery and appurtenances thereof and therein contained or if the context so admits any part thereof;
 - (b) "gross floor area" means the sum of the gross areas of the floor or 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 but excluding carparking;
 - (c) "Lessee" shall -
 - (i) where the Lessee shall consist of one person be deemed to include the Lessee and the executors administrators and assigns of the Lessee;
 - (ii) where the Lessee shall consist of two or more persons be deemed to include in a 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 persons and each of them 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;
 - (d) "premises" means the land building and all other improvements on the land;
 - (e) "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.

2. THE LESSEE COVENANTS WITH THE COMMONWEALTH as follows:

RENT

(a) That the Lessee shall pay to the Territory rent at the rate of five cents per annum if and when demanded payable within one month of the date of any demand made by the Territory relating thereto and served on the Lessee; and

MANNER OF PAYMENT OF RENT

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

3. 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 construct a building on the land in accordance with plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the Territory and in accordance with every Statute Ordinance Regulation or Act;

COMPLETION OF BUILDING

(b) That the Lessee shall 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 complete the construction of the said building in accordance with the said plans and specifications and in accordance with every Statute Ordinance Regulation or Act;

PURPOSE

(c) To use the premises for the purposes of residential accommodation for the clergy offices for church use only and community facilities;

GROSS FLOOR AREA

(d) That the gross floor area of the building or buildings on the said land shall not exceed 1160 square metres;

CARPARKING

(e) That the Lessee shall maintain a minimum of 15 carparking spaces on site in accordance with the Territory carparking standards and screened from public view to the satisfaction of the Territory;

- BUILDING HEIGHT (f) That the maximum height of the building on the said land shall be:
- (1) a maximum of 2 storeys for office space;
- (ii) a maximum of 1 storey for accommodation;
- STORMWATER AND DRAINAGE EASEMENTS (g) The primary function of these easements is to provide for the unimpeded overland flow of stormwater across the site. The Lessee is not to undertake any development work improvements landscaping or change any levels which would obstruct the overland flow of stormwater at any time during the period of the lease. Development work includes fences or similar structures;
- ACCESS (h) That vehicle access shall only be permitted from Currong Street;
- SITE SERVICING (i) That the Lessee shall arrange fund and execute all necessary site servicing and adjustments to existing services to the satisfaction and approval of the Territory;
- EXISTING TREES (j) That the Lessee shall retain the location of those existing trees as shown on the Australian Capital Territory Planning Authority Development Guidelines Drawing No 1295/90;
- SCREENING (k) 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;
- BUILDING SUBJECT TO CONSENT (l) 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 (m) 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 (n) 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 upon the land 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

- (o) 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

- (p) 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;

ASSIGNMENT AND
SUB-LETTING

- (q) That the Lessee shall not assign transfer or part with possession of the whole or any portion of the premises without the previous consent in writing of the Territory.

4. THE COMMONWEALTH COVENANTS WITH THE LESSEE as follows:

QUIET
ENJOYMENT

- (a) 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 in trust for the Territory;

SURRENDER

- (b) That the Lessee may at any time upon payment of all rent and other moneys due to the Territory under this lease surrender this lease to the Territory but subject to any law of the Territory to the contrary the Lessee shall not be entitled to receive any compensation from the Territory in respect of such surrender or in respect of any buildings or other improvements upon the land.

5. IT IS MUTUALLY COVENANTED AND AGREED as follows:

DETERMINATION

- (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);
 - (ii) a building in accordance with sub-clause (a) of Clause 3 of this lease is not commenced within the period specified in the said sub-clause; or
 - (iii) a building in accordance with sub-clause (a) of Clause 3 of this lease is not completed within the period specified in sub-clause (b) of the said Clause; or
 - (iv) after completion of a building as aforesaid the premises are at any time not used for a period of one year for the purpose for which this lease is granted; 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 determine this lease but without prejudice to any claim which the Commonwealth or the Territory 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 (ii) (iii) (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) That if at the expiration of this lease the Territory shall have decided not to sub-divide the land and it is not required for any Territory or National land purpose and shall have declared the land to be available for lease 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 Regulation or Act;

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
COMMONWEALTH
AND 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 Territory or the respective Minister as the case may be by:

- (1) the Territory Minister for the time being administering the Leases (Special Purposes) Act 1925 or any Statute Regulation or Ordinance substituted therefor;
- (1i) an authority or person for the time being authorised by the Minister referred to in (1) above or by law to exercise those powers or functions of the Commonwealth the Territory or the relevant Minister; or
- (111) the person to whom the Minister of State referred to in (1) above has delegated all his powers or functions under the said Leases (Special Purposes) Act 1925 or any Statute Regulation or Ordinance substituted therefor.

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

SIGNED SEALED AND DELIVERED)
by)
Delegate of the Territory Minister)
For and on behalf of the)
Commonwealth in the presence of:-)

Mark Pearson.

L. Nadal

Public Servant

The Common Seal of the)
AUSTRALIAN EPISCOPAL CONFERENCE)
OF THE ROMAN CATHOLIC CHURCH)
was hereunto affixed by the)
Authority of the Board of)
Directors in the presence of:)

John Blaney
.....
Director

K. M. Manning
.....
Secretary

