

CANCELLED

R. 3000

Entered in Register Book Vol. 67. Folio. 6695
Deputy Registrar of Titles
26 MAY 59

THE COMMONWEALTH OF AUSTRALIA
AUSTRALIAN CAPITAL TERRITORY

The City Area Leases Ordinance 1936-1951

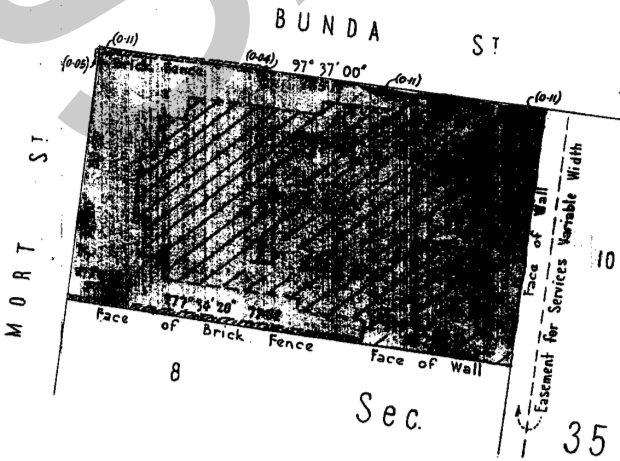
LEASE GRANTED pursuant to the City Area Leases Ordinance 1936-1951 and the Regulations thereunder on the *thirtieth* day of

September One thousand nine hundred and *fifty eight*

WHEREBY the Commonwealth of Australia (hereinafter called the "Commonwealth") grants to Capitol Canberra Picture Theatre Limited a Company incorporated under the laws of the Australian Capital Territory whose registered office is situated at Civic Theatre Mort Street City 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 1 roods 16 1/2 perches or thereabouts and being Block 7 Section 35 Division of City as delineated on Sub-divisional Plan Number 736 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 commencing on the first day of July One thousand nine hundred and fiftyseven and ending on the twentythird day of August Two thousand and thirtythree to be used by the Lessee for the purposes set forth in sub-clause (f) of clause 1 of this lease only YIELDING AND PAYING THEREFOR rent at the rate of two hundred and fifty pounds per annum until the twentythird day of August One

thousand nine hundred and ~~seventyfour~~ and thereafter 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 reappraisement of the said value under any Statute Ordinance or Regulation.

1. THE LESSEE covenants with the Commonwealth as follows:-
 - (a) That the lessee will during the said term pay to the Minister on behalf of the Commonwealth or to such person as may be authorised by the Minister for that purpose at Canberra in the said Territory the rent hereby reserved by quarterly payments in advance without any deduction whatsoever the first of such quarterly



Scale: 60 Feet to an Inch

payments to be made on or before the date of commencement of the said term;

- (b) That the lessee will pay to the Minister on behalf of the Commonwealth or to such person as may be authorised 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;
- (c) that the lessee will within fifteen months 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 complete the erection of one building only (with necessary and usual outbuildings and fences) on the said land at a cost not less than the sum of seven thousand five hundred 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 and in accordance with every Statute Ordinance or Regulation applicable thereto;
- (d) 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;
- (e) 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;
- (f) to use the said land for the purposes only of the erection of the building hereinbefore referred to in sub-clause (c) of this clause and to use the said building only for amusement purposes and for such other purpose as may be approved by the Minister;
- (g) 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 authorised 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;
- (h) to permit any person or persons authorised 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;

- (i) That the lessee will utilize that portion of the said land which is not occupied by the said building for the purpose of gardens and plantations to the satisfaction of the Minister and will at all times during the continuance of the tenancy maintain such gardens plantations and grounds in good order and condition;
- (j) That if and whenever the said gardens plantations and grounds are in a condition which is not satisfactory to the Minister any person or persons duly authorised by the Minister in that behalf with or without carts or other vehicles horses or other animals may enter upon the said land and use such means and take such measures and do and perform such acts or things as to him appear proper and necessary to be done to put such gardens plantations and grounds in good order and condition;
- (k) That all expenses incurred by the Commonwealth or the Minister in pursuance of sub-clause (j) of this Clause 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;
- (l) At all times to so conduct the business of the lessee on the said land that no nuisance is thereby caused and to indemnify and at all times to keep indemnified the Commonwealth against all actions and suits causes of action and suit claims demands and proceedings which may at any time be brought commenced or prosecuted by or in the name of any person or persons corporation or corporations whatever against the Commonwealth by reason of or arising out of the grant of this lease or by reason of or arising out of or in any way incidental to the use by the lessee of the said building for any purpose for which this lease is granted or the conduct of the business of the lessee on the said land;
- (m) That the lessee will not permit any shop to be conducted or any merchandise or goods of any description to be sold in the building erected on the said land provided that the conducting of a buffet within the said building or any approved addition thereto where refreshments sweets tobacco and smoking requisites may be served and sold shall not be deemed to be the conducting of a shop or the selling of goods within the meaning of this clause;

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 year ending on the twentythird day of August one thousand nine hundred and seventyfour and in every twentieth year thereafter;

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

- (a) That if :-

- (1) 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 completed within the period specified in the said sub-clause; or
- (iii) 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 authorised by the Minister for that purpose during or after any period referred to in paragraph (ii) or (iii) 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 sub-divide 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 authorised 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;
"Amusement" shall mean exhibition performance or amusement;
- (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.

4. The Lessee in pursuance of the provisions of Section 26 of the City Area Leases Ordinance 1936-1951 hereby acknowledges that the Lessee has surrendered the Crown Lease registered in the Office of the Registrar of Titles Volume 10 Folio 970 for the purpose of being granted this lease in substitution therefor and that for the purposes of the re-appraisal of the unimproved value of the land included in this lease this lease shall be deemed to have commenced on the twentyfourth day of August one thousand nine hundred and thirtyfour.

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
delegate of the Minister of State
for the Interior of the Commonwealth
of Australia in the presence of :-

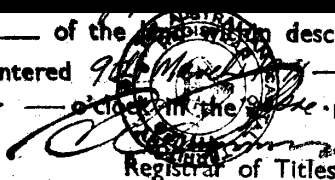
THE COMMON SEAL of the
was hereunto affixed by the authority
of the Directors previously given and
in the presence of two Directors whose
signatures are set opposite hereto in
the presence of :-

No. 112085 — SUBLEASE from the within named, the

[Redacted]

of the [Redacted] described

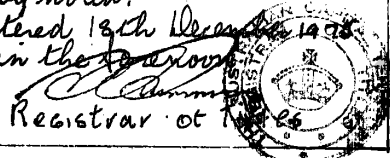
Produced 29th January 1971 and entered 9th March 1971 at
thirty minutes past nine o'clock in the forenoon



Registrar of Titles

No. 207252 Proof accompanied by an application in writing
by Canberra Theatres Limited formerly the within named
The Capital Canberra Picture Theatre Limited for notation of
change of name having been produced to me particulars of
the said change of name are hereby noted.

Produced 29th July 1975 and entered 13th December 1975
at five minutes past ten o'clock in the forenoon



Registrar of Titles

CANCELLED & CERTIFICATE OF TITLE
VOLUME 1146, FOLIO 31 ISSUED
[Signature]
REGISTRAR OF TITLES.

C. I. MEE Deputy

SAMPLE