

**THE LEGISLATIVE ASSEMBLY FOR THE  
AUSTRALIAN CAPITAL TERRITORY**

**Statement of Leases granted for direct sales  
1 October 2020 to 31 December 2020**

**FEBRUARY 2021**

Mr Mick Gentleman MLA  
Minister for Planning and Land Management

**SCHEDULE OF LEASES Granted Under Section 238(d) of the *Planning and Development Act 2007* for the Period 1 October 2020 to 31 December 2020**

<b>LESSEE</b>	<b>DISTRICT / DIVISION</b>	<b>SECTION</b>	<b>BLOCK</b>	<b>LAND AREA</b>	<b>SALE PRICE (INLC GST)</b>	<b>CONCESSI ON/ CHARGING POLICY</b>	<b>ACT</b>	<b>DATE GRANTED</b>
Scentre Management Limited, RE1 Limited and Perron Investments Pty Limited	Phillip	19	16	681 m2	\$67,419.00	Market Value	Planning and Development Act 2007	18-Nov-20
Scentre Management Limited, RE1 Limited and Perron Investments Pty Limited	Phillip	19	17,18,19	23 m2	\$73,425.00	Market Value	Planning and Development Act 2007	18-Nov-20

**Single Dwelling House Leases**

287 single dwelling houses were granted in total for the quarter  
 0 Crown leases were granted to a former owner of an asbestos affected property on the First Right of Refusal  
 6 Crown leases were ranted as over the counter post action sales of asbestos affected properties  
 32 Crown lease granted as single dwelling land rent Crown leases  
 The 249 remaining Crown leases were granted for single dwelling housing

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

**AUSTRALIAN CAPITAL TERRITORY**

**PLANNING AND DEVELOPMENT ACT 2007**

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

LEASE GRANTED pursuant to the Planning and Development Act 2007 and the Regulations made under that Act on the eighteenth                    day of November Two thousand and twenty WHEREBY THE PLANNING AND LAND AUTHORITY (“the Authority”) ON BEHALF OF THE COMMONWEALTH OF AUSTRALIA (“the Commonwealth”) in exercising its functions grants to

LESSEE    **Scentre Management Limited (ACN 001 670 579)** a company having its registered office at Level 30, 85 Castlereagh Street Sydney in the State of New South Wales of 1/4 share and **RE1 Limited (ACN 145 743 862)** a company having its registered office at Level 30, 85 Castlereagh Street Sydney in the State of New South Wales of 1/4 share and **Perron Investments Pty Limited (ACN 000 003 976)** a company having its registered office at 4 Plain Street East Perth in the State of Western Australia of 2/4 shares as tenants in common (“the Lessee”) ALL THAT piece

LAND      or parcel of land situate in the Australian Capital Territory containing **an area of 681 square metres** or thereabouts and being **Block 16 Section 19 Division of Phillip** as delineated on **Deposited Plan Number 12162** in the Registrar-General’s Office at Canberra in the said Territory (“the land”) RESERVING unto the Territory all minerals and the right to the use, flow and control of ground water under the surface of the land TO HOLD unto the Lessee for the term of

TERM      ninety nine years commencing on the **eighteenth**    day of **November Two thousand and twenty** (“the date of the commencement of the lease”) to be

used by the Lessee for the purpose set out in Clause 3(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) “Authority” means the Planning and Land Authority established by section 10 of the Planning and Development Act 2007;
- (b) “building” means any building or structure, constructed or partially constructed or to be constructed, as the context permits or requires, on or under the land;
- (c) “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;
- (d) “pedestrian plaza” means an open or sheltered area other than part of a building, used principally for free pedestrian movement in which vehicular traffic is forbidden or limited;
- (e) “premises” means the land and any building or other improvements on the land;
- (f) “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);

(g) words in the singular include the plural and vice versa;

(h) words importing one gender include the other genders;

(i) 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 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 Authority relating thereto and served on the Lessee;

MANNER OF  
PAYMENT  
OF RENT

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

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

PURPOSE

(a) To use the premises only for the purpose of:

consolidation with Block 2, Block 3 and Block 4 Section 19 Phillip;and

pedestrian plaza excluding vehicular access;

ACCESS EASEMENT

(b) That the Lessee shall:

(i) permit pedestrians access across, over and along the part of the land decribed as "proposed easement for access 2.2 wide" on the deposited plan No 12162 ;

(ii) not place, nor permit to be placed any buildings or structures or any part of a building or structure on the land comprising the easement on the block and

(ii) at all times maintain the easement in good repair and condition to the satisfaction of the Territory;

NO BUILDINGS

That the Lessee shall not construct any buildings or structures on the land except street furniture;

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 3(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 3(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, communication services, 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;

LANDSCAPING

(d) That the Lessee shall provide and maintain landscaping on the land to a standard acceptable to the Authority in accordance with plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the Authority;

LIGHTING

(e) That the Lessee shall illuminate and keep illuminated all public access areas on the land at the Lessee’s cost during the evening hours of operation to a standard acceptable to the Authority in accordance with plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the Authority;

PRESERVATION OF TREES

(f) That the Lessee shall not, without the previous consent in writing of the Territory, remove any tree:

(i) that has been identified in a development approval for retention during the period allowed for construction of the building; or

(ii) to which the Tree Protection Act 2005, applies;

FACILITIES AND ACCESS FOR PERSONS WITH A DISABILITY

(g) That the Lessee shall provide and maintain facilities and access on the land for persons with a disability in accordance with plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the Authority;

SERVICE AREAS

- (h) That the Lessee shall screen and keep screened all service areas to the satisfaction of the Authority and shall ensure that all plant and machinery contained within the premises is suitably screened from public view;

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, or make any structural alterations to any building, on the land;

REPAIR

(j) 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

(k) 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

(l) 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

(m) 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.

4. 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.

5. 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) the said land is at any time 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 herein 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 5(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;

FURTHER LEASE

(c) 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;

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 Authority 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;

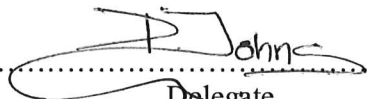
EXERCISE OF POWERS

(e) 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 or 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 *Peter Johns* )  
 a delegate authorised to execute this lease )  
 on behalf of the Commonwealth in the )  
 presence of *Katherine Hicks* )

  
 Delegate

  
 Witness

Signed by Scentre Management Limited )  
 (A.C.N. 001 670 579 ) by: )

  
 Signature  
**PAUL FRANCIS GIUGNI**

Name in full

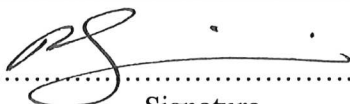
Director/Secretary

  
 Signature  
**PETER KENNETH ALLEN**

Name in full

Director/Secretary

Signed by RE1 Limited )  
 (A.C.N. 145 743 862 ) by: )

  
 Signature

  
 Signature

PAUL FRANCIS GIUGNI

PETER KENNETH ALLEN

.....  
Name in full

.....  
Name in full

.....  
Director/Secretary

.....  
Director/Secretary

Signed by Perron Investments Pty Limited )  
(A.C.N. 000 003 976 ) by: )



*Ross William Robertson*

*Richard Leslie Hicks*

.....  
Signature

.....  
Signature

ROSS WILLIAM ROBERTSON  
..... Director .....

RICHARD LESLIE HICKS  
Company Secretary

.....  
Name in full

.....  
Name in full

.....  
Director/Secretary

.....  
Director/Secretary

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

**AUSTRALIAN CAPITAL TERRITORY**

**PLANNING AND DEVELOPMENT ACT 2007**

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

LEASE GRANTED pursuant to the Planning and Development Act 2007 and the Regulations made under that Act on the eighteenth day of November Two thousand and twenty WHEREBY THE PLANNING AND LAND AUTHORITY (“the Authority”) ON BEHALF OF THE COMMONWEALTH OF AUSTRALIA (“the Commonwealth”) in exercising its functions grants to

LESSEE **Scentre Management Limited (ACN 001 670 579)** a company having its registered office at Level 30, 85 Castlereagh Street Sydney in the State of New South Wales of 1/4 share and **RE1 Limited (ACN 145 743 862)** a company having its registered office at Level 30, 85 Castlereagh Street Sydney in the State of New South Wales of 1/4 share and **Perron Investments Pty Limited (ACN 000 003 976)** a company having its registered office at 4 Plain Street East Perth in the State of Western Australia of 2/4 shares as tenants in common (“the Lessee”) ALL THAT piece

LAND or parcel of land situate in the Australian Capital Territory and being **Block 17 Section 19 Division of Phillip** containing **an area of 181 square metres** or thereabouts and **Block 18 Section 19 Division of Phillip** containing **an area of 63 square metres** or thereabouts and **Block 19 Section 19 Division of Phillip** containing **an area of 23 square metres** or thereabouts and limited in height to RL 591.73 as delineated on **Deposited Plan Number 12162** in the Registrar-General’s Office at Canberra in the said Territory (“the land”) RESERVING unto the Territory all minerals and the right to the use, flow and control of ground water

under the surface of the land TO HOLD unto the Lessee for the term of ninety nine years commencing on the **eighteenth** day of **November**

TERM

**Two thousand and twenty** (“the date of the commencement of the lease”) to be used by the Lessee for the purpose set out in Clause 3(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) “Authority” means the Planning and Land Authority established by section 10 of the Planning and Development Act 2007;
  - (b) “building” means any building or structure, constructed or partially constructed or to be constructed, as the context permits or requires, on or under the land;
  - (c) “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;
  - (d) “pedestrian plaza” means an open or sheltered area other than part of a building, used principally for free pedestrian movement in which vehicular taraffic is forbidden or limited;
  - (e) “premises” means the land and any building or other improvements on the land;

- (f) “RL” (reduced level) means the vertical height in metres above the Australian Height Datum (AHD);
- (g) “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);
- (h) words in the singular include the plural and vice versa;
- (i) words importing one gender include the other genders;
- (j) 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 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 Authority relating thereto and served on the Lessee;                  |
| MANNER OF PAYMENT OF RENT | (b) That any rent or other moneys payable by the Lessee to the Authority under this lease shall be paid to such person as may be authorised by the Authority for that purpose at Canberra in the said Territory without any deduction whatsoever. |

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

- |                 |   |
|-----------------|---|
| PURPOSE         | (a) To use the premises only for the purpose of:<br><br>consolidation with Block 1 Section 19 Phillip; and<br><br>a pedestrian plaza excluding vehicular access;  |
| ACCESS EASEMENT | (b) That the Lessee shall: <ul style="list-style-type: none"> <li>(i) permit pedestrians access across, over and along the part of the land described as “proposed easement for access 2 wide” on the deposited plan No 12162;</li> </ul> |

(ii) not place, nor permit to be placed any buildings or structures or any part of a building or structure on the land comprising the easement on the block and

(ii) at all times maintain the easement in good repair and condition to the satisfaction of the Territory;

NO BUILDINGS

That the Lessee shall not construct any buildings or structures on the land except street furniture;

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 3(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 3(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, communication services, 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;

LANDSCAPING

(d) That the Lessee shall provide and maintain landscaping on the land to a standard acceptable to the Authority in accordance with plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the Authority;

LIGHTING

(e) That the Lessee shall illuminate and keep illuminated all public access areas on the land at the Lessee’s cost during the evening hours of operation to a standard acceptable to the Authority in accordance with plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the Authority;

PRESERVATION OF TREES

(f) That the Lessee shall not, without the previous consent in writing of the Territory, remove any tree:

- (i) that has been identified in a development approval for retention during the period allowed for construction of the building; or
- (ii) to which the Tree Protection Act 2005, applies;

FACILITIES AND ACCESS FOR PERSONS

(g) That the Lessee shall provide and maintain facilities and access on the land for persons with a disability in accordance

WITH A DISABILITY		with plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the Authority;
SERVICE AREAS	(h)	That the Lessee shall screen and keep screened all service areas to the satisfaction of the Authority and shall ensure that all plant and machinery contained within the premises is suitably screened from public view;
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, or make any structural alterations to any building, on the land;
REPAIR	(j)	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	(k)	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	(l)	Subject to the provisions of the <u>Planning and Development Act 2007</u> 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	(m)	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.

4. 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.

5. 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) the said land is at any time 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 herein 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 5(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;

FURTHER LEASE

(c) 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;

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 Authority and delivered to or sent in a prepaid letter addressed to the Lessee at the registered

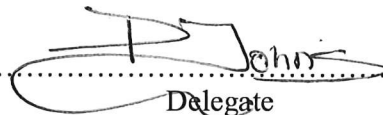
office of the Lessee in the said Territory BUT if for any reason the Lessee does not have a registered office in the said Territory then at the usual or last-known address of the Lessee or affixed in a conspicuous position on the premises;

EXERCISE OF POWERS

- (e) 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 or 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 *Peter Johns* )  
 a delegate authorised to execute this lease )  
 on behalf of the Commonwealth in the )  
 presence of *Katherine Hicks* )

  
 Delegate  
  
*K Hicks*  
 Witness

Signed by Scentre Management Limited )  
 (A.C.N. 001 670 579 ) by: )

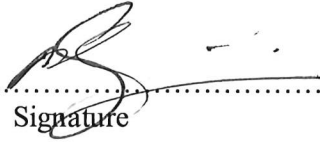
  
 Signature  
**PAUL FRANCIS GIUGNI**  
 Name in full

  
 Signature  
**PETER KENNETH ALLEN**  
 Name in full

Director/Secretary

Director/Secretary

Signed by REI Limited )  
(A.C.N. 145 743 862 ) by: )

  
.....  
Signature

**PAUL FRANCIS GIUGNI**

.....  
Name in full

.....  
Director/Secretary

  
.....  
Signature

**PETER KENNETH ALLEN**

.....  
Name in full

.....  
Director/Secretary

Signed by Perron Investments Pty Limited )  
(A.C.N. 000 003 976 ) by: )



  
.....  
Signature

ROSS WILLIAM ROBERTSON  
Director

.....  
Name in full

.....  
Director/Secretary

  
.....  
Signature

RICHARD LESLIE HICKS  
Company Secretary

.....  
Name in full

.....  
Director/Secretary