

ANNEX

FORM OF INDENTURE REFERRED TO IN PARAGRAPH 2 (b) OF THE MEMORANDUM ATTACHED TO NOTE 141 OF DECEMBER 28, 1944 FROM THE SECRETARY OF STATE FOR EXTERNAL AFFAIRS

THIS INDENTURE made the \_\_\_\_\_ day of \_\_\_\_\_ One thousand nine hundred and forty-

BETWEEN—

THE UNITED STATES OF AMERICA, hereinafter called "the Assignor",  
Of the First Part;  
—and—

HIS MAJESTY THE KING, represented herein by the Minister of  
hereinafter called "the Assignee",  
—and—  
hereinafter, called "the Lessor",  
Of the Second Part;  
Of the Third Part.

WHEREAS by a lease (hereinafter referred to as "the said lease") dated \_\_\_\_\_, 19\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, the Lessor demised and leased to the Assignor certain lands and premises hereinafter called "the said land", situate, lying and being in \_\_\_\_\_ for the term of \_\_\_\_\_, 19\_\_\_\_, to \_\_\_\_\_, 19\_\_\_\_, renewable as therein provided, at the yearly rent of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) and subject to the covenants and agreements therein contained, all of which will by reference to the said lease at length and more fully appear;

AND WHEREAS the Assignor has agreed to assign unto the Assignee the said lease;

NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of certain good and valuable considerations which the Assignor acknowledges to have received, the Assignor doth hereby grant, assign, transfer and set over unto the Assignee, His Successors and Assigns, the said land together with the residue unexpired of the said term, and the said lease and all benefit and advantage to be derived therefrom.

TO HAVE AND TO HOLD the same unto the Assignee, His Successors and Assigns, for and during the residue of the term granted by the said lease and for all the estate, term and other interest of the Assignor thereunder, subject to the payment of the rent and the observance and performance of the Assignor's covenants, agreements and conditions in the said lease reserved and contained.

The Assignor covenants with the Assignee that the rent reserved under the said lease has been duly paid up to the day of \_\_\_\_\_, and that the covenants and conditions therein have been duly observed and performed by the Assignor up to the date hereof, and the Assignee covenants to pay rent from the \_\_\_\_\_ day of \_\_\_\_\_