

FORM 1
 Real Property (Unit Titles) Ordinance 1970
UNITS PLAN No. 116

Block _____ Section 37 Division of COOK
 Register Book Volume 617 Folio 19 Deposited Plan No. 4208

Address of the Corporation for service of documents WYBALENA GROVE, COOK, A.C.T.

I, _____
 of _____
 a surveyor registered under the Surveyors Ordinance 1967-1970 hereby certify that the diagram on this sheet shows the boundaries of the abovementioned parcel of land, (and, if the parcel is to be sub-divided into Class B units as defined in the Unit Titles Ordinance 1970, the boundaries of each of those units) and the boundaries, at ground level, or projected to ground level, of the extremities of each building on the parcel and that each building is wholly within the parcel.

Dated this _____ day
 of _____, 19____.

Registered Surveyor

Approved under the Unit Titles Ordinance 1970 as the Units Plan for the sub-division of the abovementioned parcel of land.

Dated this SEVENTEENTH day
 of AUGUST, 1976

John A. Foxlee
 Delegate of the Minister of State for the _____

Registered by me on the _____ day of _____, 1976
 at _____ minutes past _____ o'clock
 in the _____ noon, the number allocated to the Units Plan being 116
 The terms of the leases of the units and the lease of the common property expire on the _____ day of _____, 2076.

Registrar of Titles

SITE PLAN

I, JOHN WARREN FOXLEE OF CANBERRA A SURVEYOR REGISTERED UNDER THE SURVEYORS ORDINANCE 1967-1975 HEREBY CERTIFY THAT THE DIAGRAM ON THIS SHEET SHOWS —

- THE BOUNDARIES OF THE ABOVE-MENTIONED PARCEL OF LAND;
- THE BOUNDARIES OF EACH UNIT THAT IS A CLASS B UNIT AS DEFINED IN THE UNIT TITLES ORDINANCE 1970-1975 INTO WHICH THE PARCEL IS TO BE SUBDIVIDED;
- THE BOUNDARIES, AT GROUND LEVEL, OR PROJECTED TO GROUND LEVEL, OF THE EXTREMITIES OF EACH BUILDING OR BUILDING IN COURSE OF ERECTION ON THE PARCEL AND THAT EACH BUILDING OR BUILDING IN COURSE OF ERECTION IS WHOLLY WITHIN THE PARCEL.

DATED THIS Eighth DAY OF June, 1976

J. Foxlee
 REGISTERED SURVEYOR

FOR SITE PLAN SEE ATTACHED SHEETS NO 1A, 1B, 1C.

~~As Mortgagee under Mortgage No. 233029 Bank of New South Wales Savings Bank Limited hereby consents to the within Plan of Subdivision.~~

~~Dated at Sydney this Twentieth day of August 1976.~~

SIGNED for and on behalf of) For and on behalf of
 BANK OF NEW SOUTH WALES SAVINGS) BANK OF NEW SOUTH WALES
 BY NEVILLE STEWART CAMPBELL) SAVINGS BANK LIMITED.
 in the presence of)
Stewart Campbell) *Stewart Campbell*
 Acting Assistant Chief
 Security Officer
 Bank of New South Wales



Scale: _____ feet to the inch.

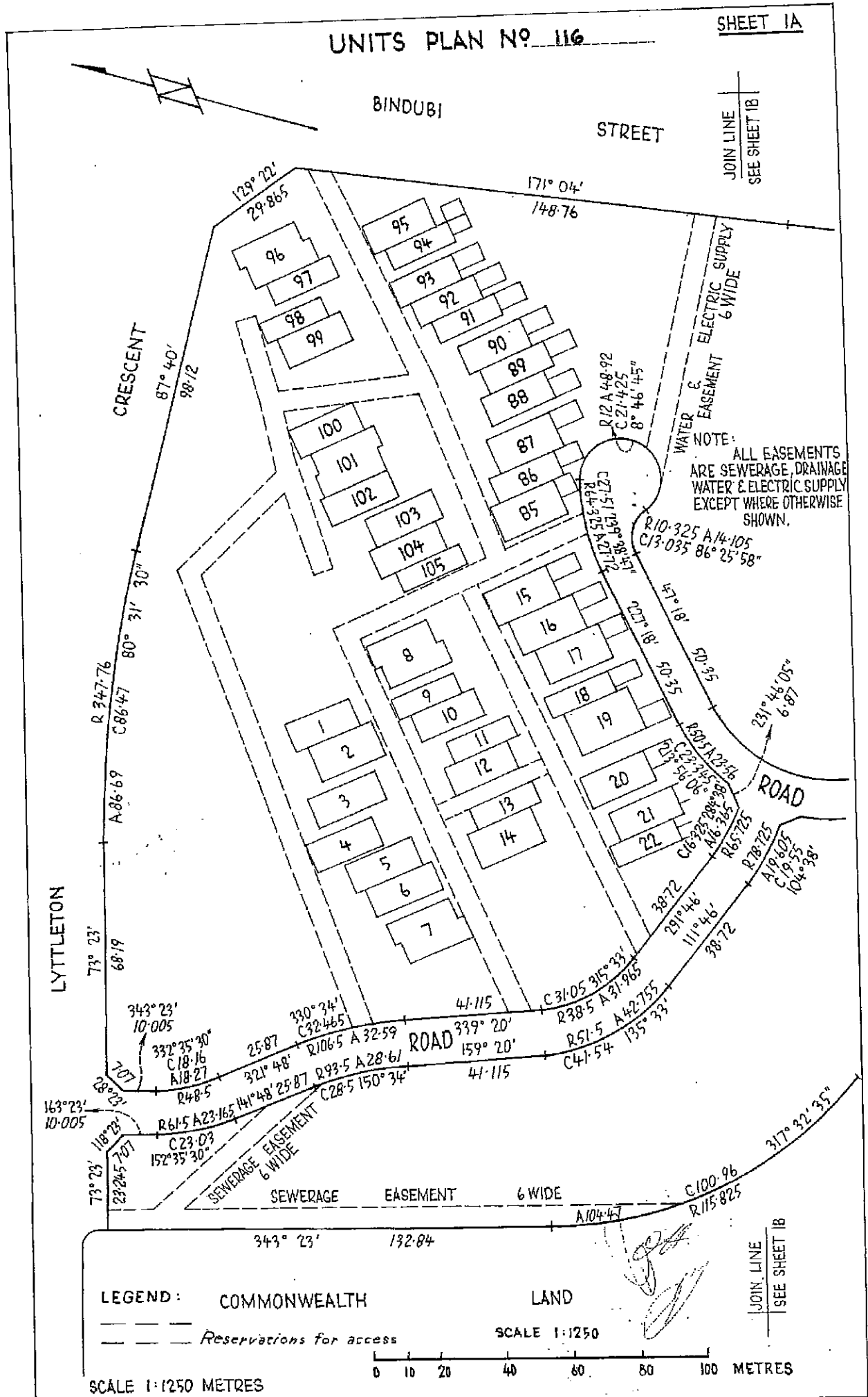
UNITS PLAN NO. 116

SHEET 1A

BINDUBI STREET

STREET

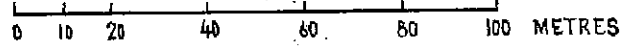
JOIN LINE
SEE SHEET 1B



NOTE: ALL EASEMENTS ARE SEWERAGE, DRAINAGE WATER & ELECTRIC SUPPLY EXCEPT WHERE OTHERWISE SHOWN.

LEGEND: COMMONWEALTH LAND
--- Reservations for access

SCALE 1:1250



SCALE 1:1250 METRES

JOIN LINE
SEE SHEET 1B

UNITS PLAN NO. 116

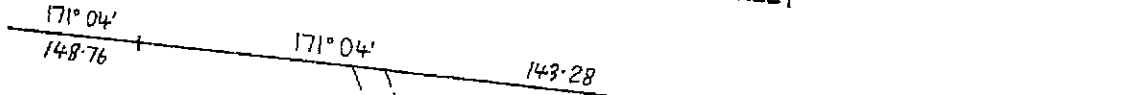
SHEET 1B

SEE SHEET 1A
JOIN LINE

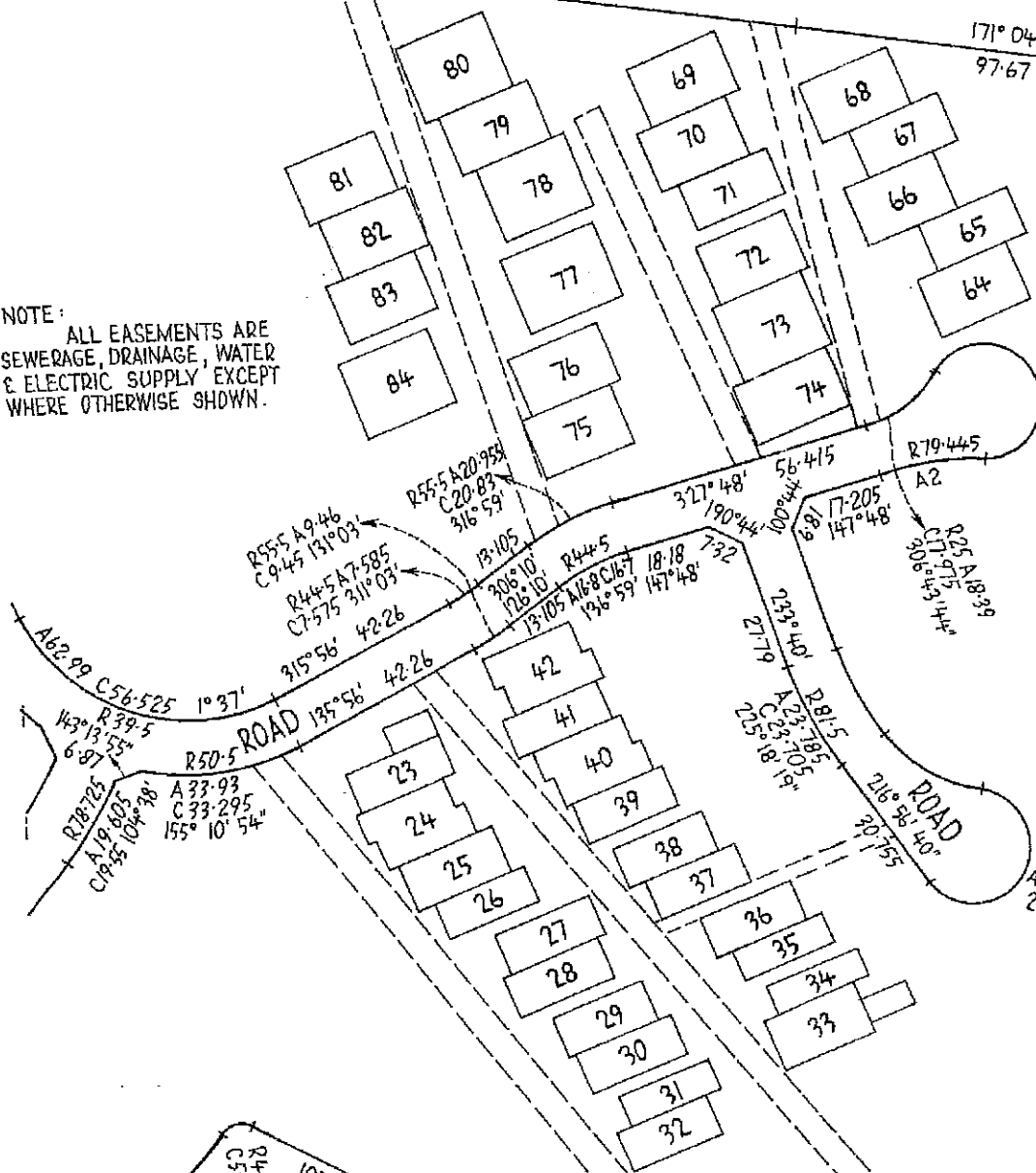
JOIN LINE
SEE SHEET 1C

BINDUBI

STREET



NOTE: ALL EASEMENTS ARE SEWERAGE, DRAINAGE, WATER & ELECTRIC SUPPLY EXCEPT WHERE OTHERWISE SHOWN.



R12 A49825
C21
44°36'18"

R12
A47295C22105
28°01'44"

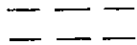
SEE SHEET 1A
JOIN LINE

JOIN LINE
SEE SHEET 1C

COMMONWEALTH

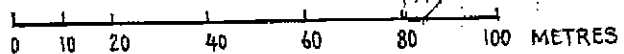
LAND

LEGEND:



Reservations for access

SCALE 1:1250



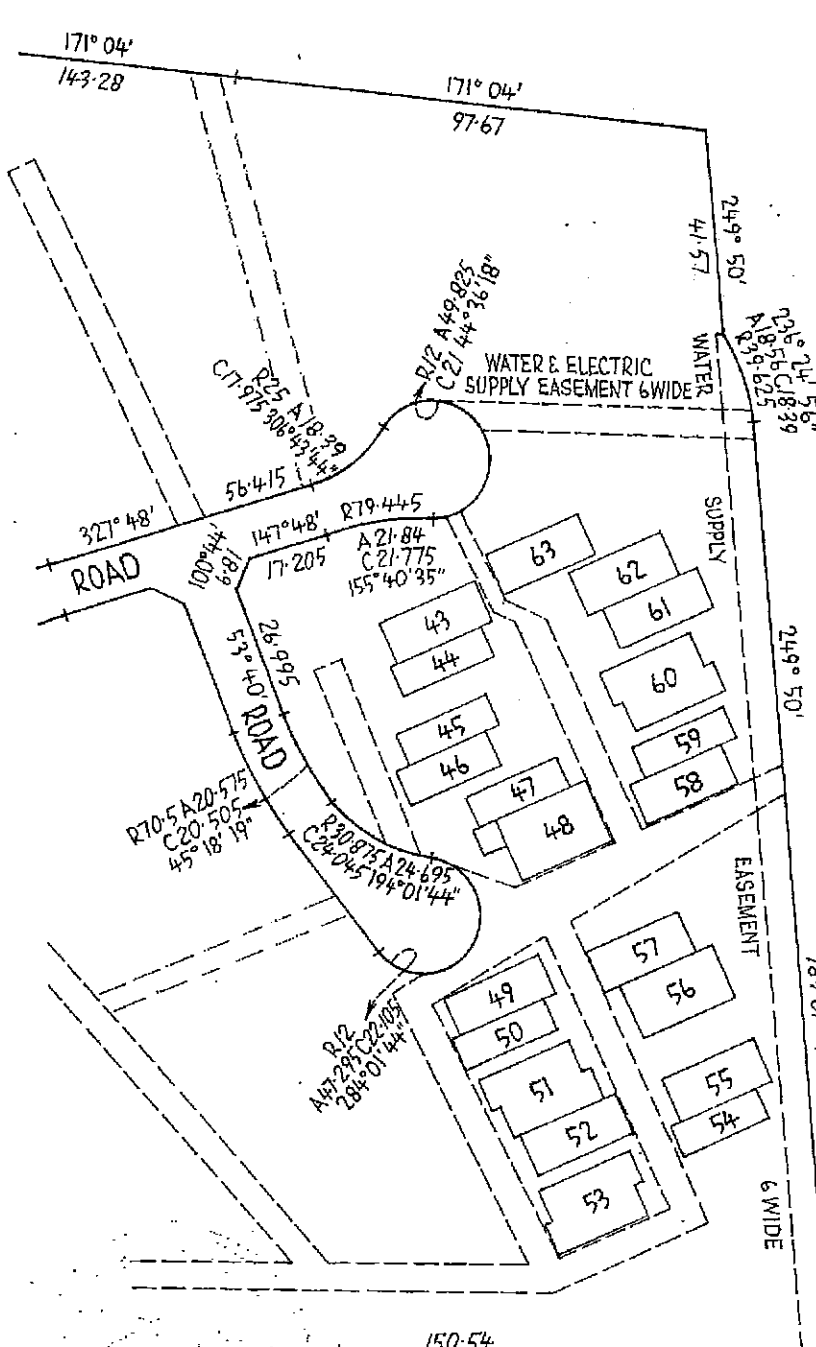
SCALE 1:1250 METRES

UNITS PLAN No 116

SHEET 1C

BINDUBI STREET

SEE SHEET 1B
JOIN LINE



COMMONWEALTH

NOTE: ALL EASEMENTS ARE SEWERAGE, DRAINAGE WATER & ELECTRIC SUPPLY EXCEPT WHERE OTHERWISE SHOWN.

LAND

LEGEND

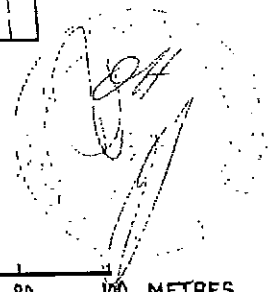
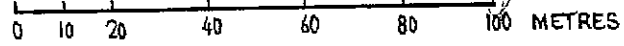
--- Reservations for access

SEE SHEET 1B
JOIN LINE

LAND

SCALE 1:1250

SCALE 1:1250 METRES



FORM 2

Real Property (Unit Titles) Ordinance 1970

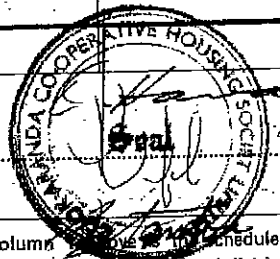
UNITS PLAN No. 116

SCHEDULE OF UNIT ENTITLEMENTS

Block Section 37 Division of COOK

Column 1			Column 2	
Unit No.	Unit Entitlement	Unit Subsidiaries	Certificate of Title	
			Volume	Folio
1	39		645	1
2	45		645	2
3	35		645	3
4	33		645	4
5	33		645	5
6	33		645	6
7	36		645	7
8	40		645	8
9	33		645	9
10	38		645	10
11	33		645	11
12	38		645	12
13	32		645	13
14	45		645	14
15	49	1	645	15
16	48	1	645	16
17	47	1	645	17
18	35	1	645	18
19	51	1	645	19

Aggregate



Applicant

Column 1 units in the schedule of unit entitlement approved for the subdivision.

Dated this SEVENTEENTH day of AUGUST, 19 76

[Signature]
Minister of State for the Capital Territory

The Certificate of Title issued for each of the units into which the parcel of land has been sub-divided is as shown in Column 2 above. The Certificate of Title for the common property is Register Book Volume 646 Folio 6

Registrar of Titles

FORM 2

Real Property (Unit Titles) Ordinance 1970

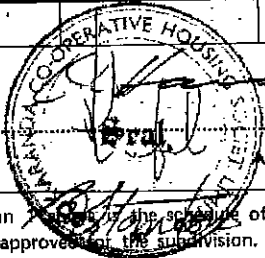
UNITS PLAN No. 116

SCHEDULE OF UNIT ENTITLEMENTS

Block Section 37 Division of COOK

Column 1			Column 2	
Unit No.	Unit Entitlement	Unit Subsidiaries	Certificate of Title	
			Volume	Folio
20	44	1	645	20
21	43	1	645	21
22	35	1	645	22
23	36		645	23
24	35		645	24
25	34		645	25
26	27		645	26
27	32		645	27
28	31		645	28
29	38		645	29
30	31		645	30
31	31		645	31
32	40		645	32
33	44	1	645	33
34	31		645	34
35	32		645	35
36	36		645	36
37	37		645	37
38	40		645	38

Aggregate



applicant

Column 1 of the schedule of unit entitlement approved by the subdivision.

Dated this SEVENTEENTH day of AUGUST, 1976

[Signature]
Minister of State for the Capital Territory

The Certificate of Title issued for each of the units into which the parcel of land has been sub-divided is as shown in Column 2 above. The Certificate of Title for the common property is Register Book Volume 646 Folio 6

Registrar of Titles

FORM 2

Real Property (Unit Titles) Ordinance 1970


UNITS PLAN No. 116

SCHEDULE OF UNIT ENTITLEMENTS

Block Section 37 Division of COOK

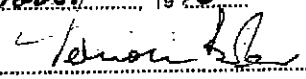
Column 1			Column 2	
Unit No.	Unit Entitlement	Unit Subsidiaries	Certificate of Title	
			Volume	Folio
39	39		645	39
40	35		645	40
41	31		645	41
42	35		645	42
43	33		645	43
44	33		645	44
45	34		645	45
46	28		645	46
47	33		645	47
48	49	1	645	48
49	32		645	49
50	32		645	50
51	35		645	51
52	31		645	52
53	36		645	53
54	32		645	54
55	42		645	55
56	44		645	56
57	32		645	57

Aggregate

 Applicant

Column 1 of this schedule of unit entitlement approved for the subdivision.

Dated this SEVENTEENTH day of AUGUST 19 76


Minister of State for the Capital Territory

The Certificate of Title issued for each of the units into which the parcel of land has been sub-divided is as shown in Column 2 above. The Certificate of Title for the common property is Register Book Volume 646 Folio 6

Registrar of Titles

FORM 2

Real Property (Unit Titles) Ordinance 1970

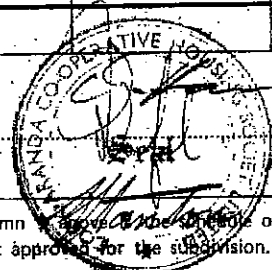
UNITS PLAN No. 116

SCHEDULE OF UNIT ENTITLEMENTS

Block Section 37 Division of COOK

Column 1			Column 2	
Unit No.	Unit Entitlement	Unit Subsidiaries	Certificate of Title	
			Volume	Folio
58	39		645	58
59	33		645	59
60	37		645	60
61	39		645	61
62	42		645	62
63	39		645	63
64	36		645	64
65	31		645	65
66	35		645	66
67	31		645	67
68	35		645	68
69	35		645	69
70	35	DEP. REG. 24/8/90	645	70
71	30	SEE RN. 703160 B. FILE N° 90/666R	645	71
72	35		645	72
73	42		645	73
74	36		645	74
75	35		645	75
76	35		645	76

Aggregate



Applicant

Column 2 above is the schedule of unit entitlement approved for the subdivision.

Dated this SEVENTEENTH day of AUGUST 19 76

Signature of the Minister of State for the Capital Territory

The Certificate of Title issued for each of the units into which the parcel of land has been sub-divided is as shown in Column 2 above. The Certificate of Title for the common property is Register Book Volume 645 Folio 6

Registrar of Titles

FORM 2

Real Property (Unit Titles) Ordinance 1970

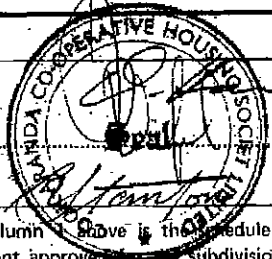
UNITS PLAN No. 116

SCHEDULE OF UNIT ENTITLEMENTS

Block Section 37 Division of COOK

Column 1			Column 2	
Unit No.	Unit Entitlement	Unit Subsidiaries	Certificate of Title	
			Volume	Folio
77	41		645	77
78	41		645	78
79	35		645	79
80	41		645	80
81	35		645	81
82	34		645	82
83	35		645	83
84	41		645	84
85	45	1	645	85
86	37	1	645	86
87	46	1	645	87
88	39	1	645	88
89	37	1	645	89
90	38	1	645	90
91	34	1	645	91
92	37	1	645	92
93	37	1	645	93
94	34	1	645	94
95	39	1	645	95

Aggregate



Applicant

Column 1 above is the schedule of unit entitlement approved for the subdivision.

Dated this SEVENTEENTH day of AUGUST, 19 76

[Signature]

Minister of State for the Capital Territory

The Certificate of Title issued for each of the units into which the parcel of land has been sub-divided is as shown in Column 2 above. The Certificate of Title for the common property is Register Book Volume 646 Folio 6

Registrar of Titles

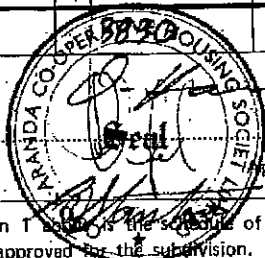
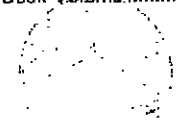
FORM 2

Real Property (Unit Titles) Ordinance 1970

UNITS PLAN No. 116

SCHEDULE OF UNIT ENTITLEMENTS

Block Section 37 Division of COOK

Column 1			Column 2	
Unit No.	Unit Entitlement	Unit Subsidiaries	Certificate of Title	
			Volume	Folio
96	36		645	96
97	34		645	97
98	33		645	98
99	38		645	99
100	32		645	100
101	35		646	1
102	32		646	2
103	32		646	3
104	32		646	4
105	34		646	5
Aggregate		<u>21</u>		
 <p>Applicant</p> <p>Column 1 is the schedule of unit entitlement approved for the subdivision.</p> <p>Dated this <u>SEVENTEENTH</u> day of <u>AUGUST</u>, 19 <u>76</u>.</p> <p><i>Terrance L. ...</i></p> <p>Deputy of the Minister of State for the Capital Territory</p>			<p>The Certificate of Title issued for each of the units into which the parcel of land has been sub-divided is as shown in Column 2 above. The Certificate of Title for the common property is Register Book Volume <u>646</u> Folio <u>6</u>.</p> <p></p> <p>Registrar of Titles</p>	

FORM 3

Real Property (Unit Titles) Ordinance 1970

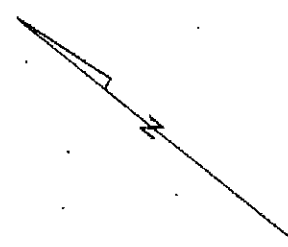
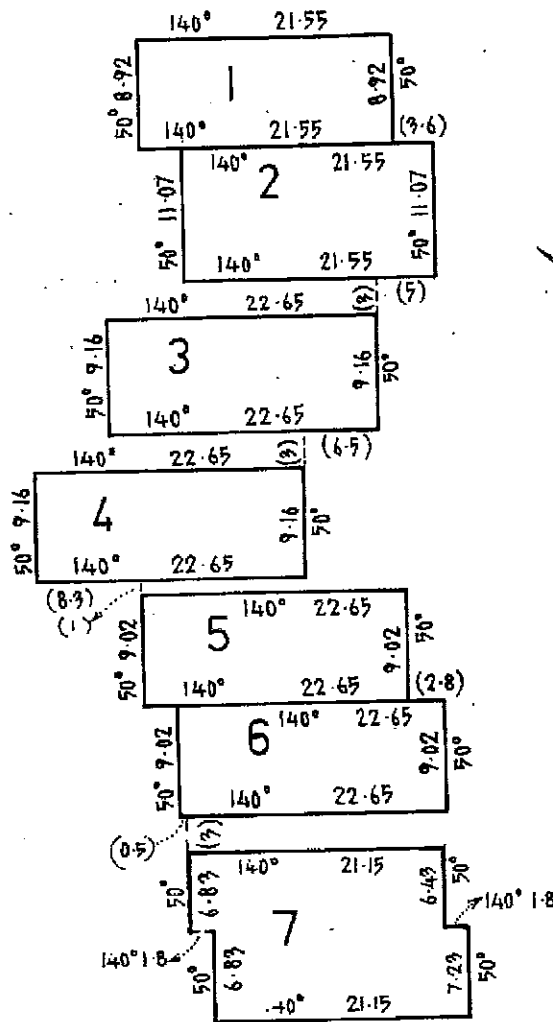
UNITS PLAN No. 116

Block..... Section **37** Division of **COOK**

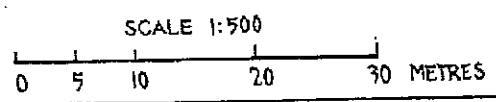
FLOOR PLAN

(1) **GROUND**
CLASS 'B'

(1) Number of floor



Scale: 1:500



[Signature]
Applicant

[Signature]
Minister of State for the Capital Territory

FORM 3

Real Property (Unit Titles) Ordinance 1970.

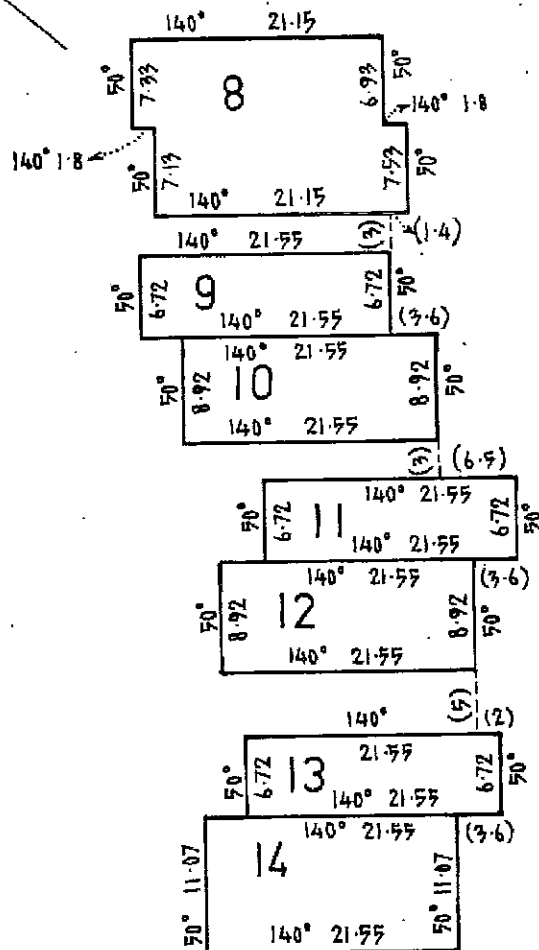
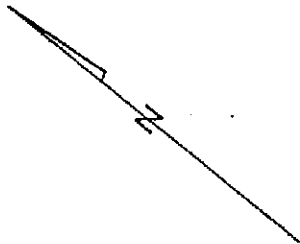
UNITS PLAN No. 116

Block..... Section 37..... Division of COOK.....

FLOOR PLAN

(1) GROUND
CLASS 'B'

(1) Number of floor



Scale: 1:500

SCALE 1:500

0 5 10 20 30 METRES

[Signature]
Applicant

[Signature]
Deputy Minister of State for the Capital Territory

FORM 3

Real Property (Unit Titles) Ordinance 1970

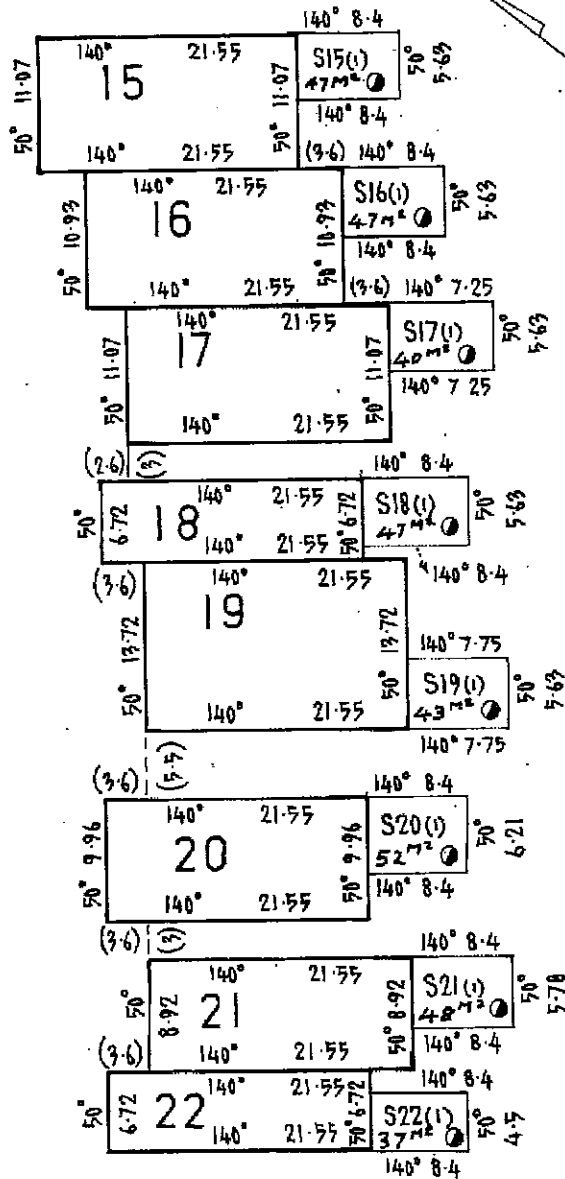
UNITS PLAN No. 116

Block..... Section 37 Division of COOK

FLOOR PLAN

(1) GROUND
CLASS 'B' & SUBSIDIARIES

(1) Number of floor



● CARPORT

Scale: 1:500

SCALE 1:500

0 5 10 20 30 METRES

[Signature]
Applicant

[Signature]
Deputy Minister of State for the Capital Territory

FORM 3

Real Property (Unit Titles) Ordinance 1970

UNITS PLAN No. 116

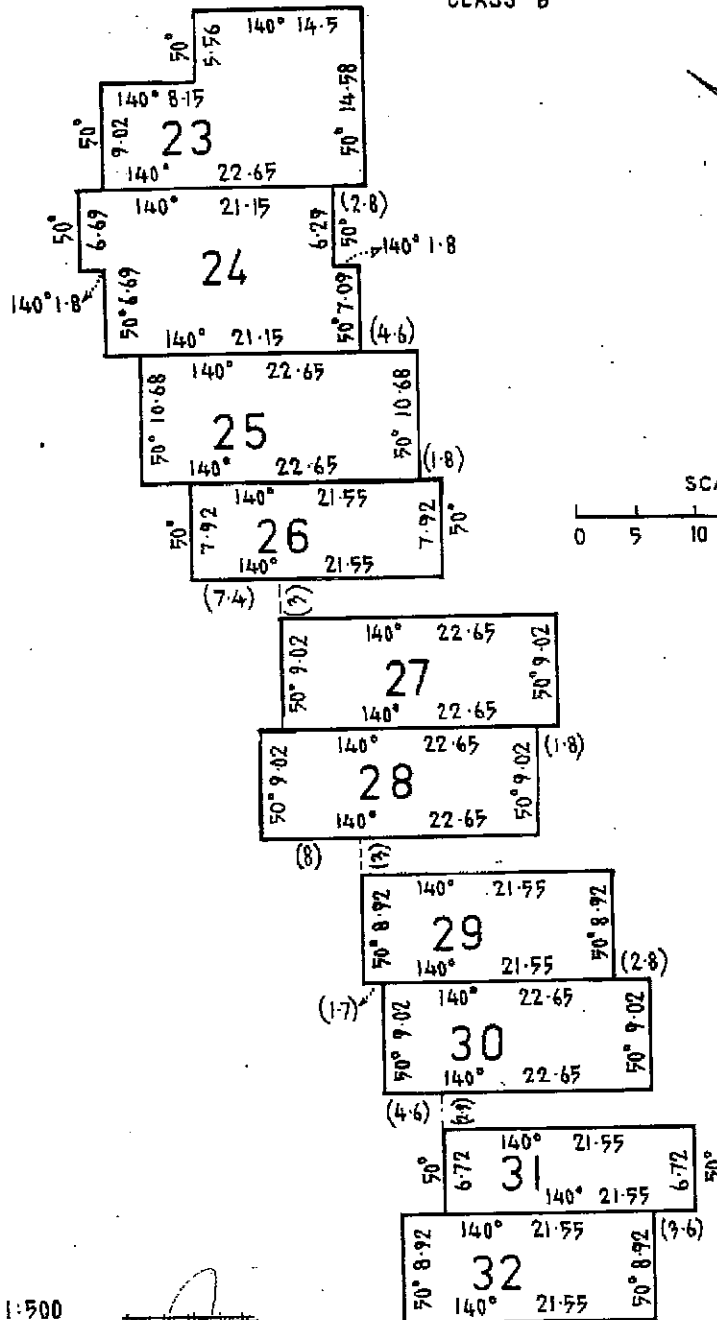
Block..... Section 37 Division of COOK

FLOOR PLAN

(1) GROUND

CLASS 'B'

(1) Number of floor



Scale: 1:500

[Signature]
 Applicant

[Signature]
 Minister of State for the Capital Territory

FORM 3

Real Property (Unit Titles) Ordinance 1970

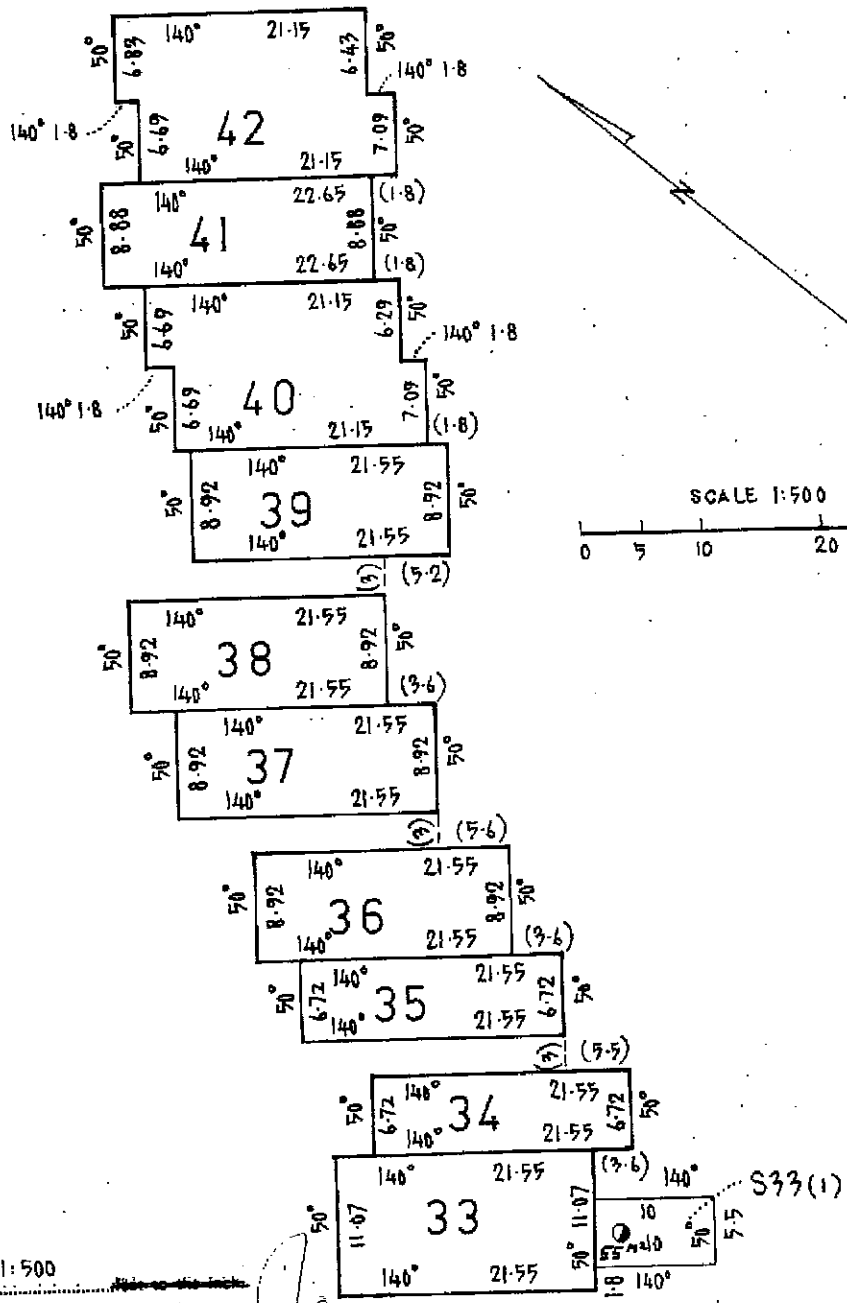
UNITS PLAN No. 116

Block Section **37** Division of **COOK**

FLOOR PLAN

(1) GROUND
CLASS 'B'

(1) Number of floor



Scale: 1:500

● CARPORT

[Signature]
Applicant

[Signature]
Minister of State for the Capital Territory

FORM 3

Real Property (Unit Titles) Ordinance 1970

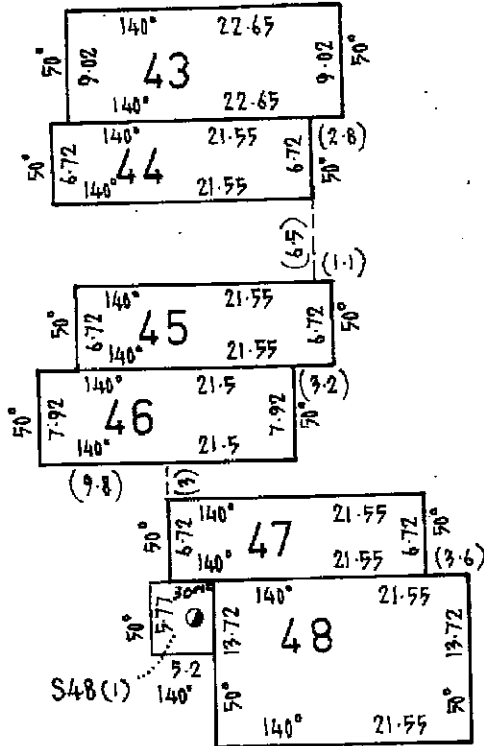
UNITS PLAN No. 116

Block..... Section 37 Division of COOK

FLOOR PLAN

(1) GROUND
CLASS 'B'

(1) Number of floor



● CARPORT

Scale: 1:500

SCALE 1:500

0 5 10 20 30 METRES

[Signature]
Applicant

[Signature]
Minister of State for the Capital Territory

FORM 3

Real Property (Unit Titles) Ordinance 1970

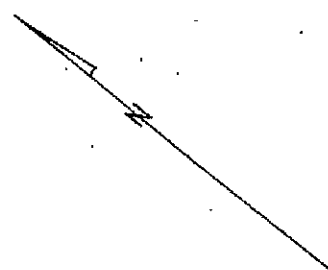
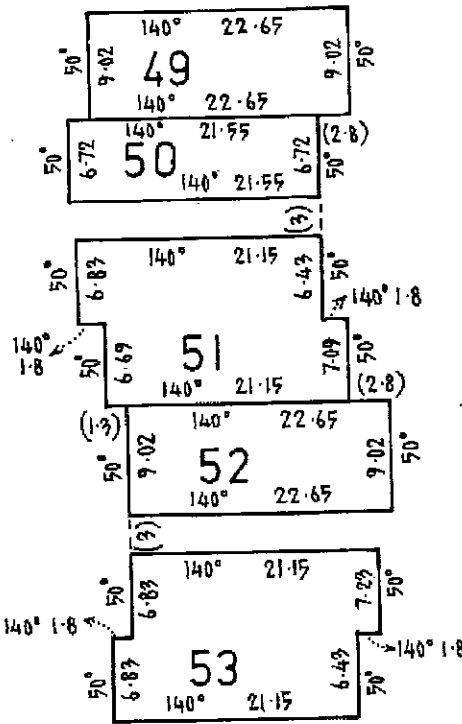
UNITS PLAN No. 116

Block..... Section **37**..... Division of..... **COOK**

FLOOR PLAN

(1) **GROUND**
CLASS 'B'

(1) Number of floor



Scale: 1:500 feet to the inch

SCALE 1:500

0 5 10 20 30 METRES

[Signature]
Applicant

[Signature]
Minister of State for the Capital Territory

FORM 3

Real Property (Unit Titles) Ordinance 1970

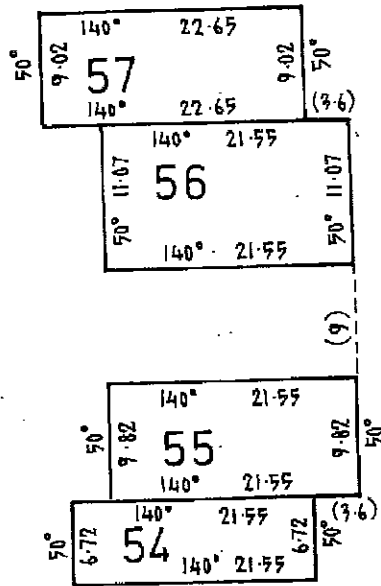
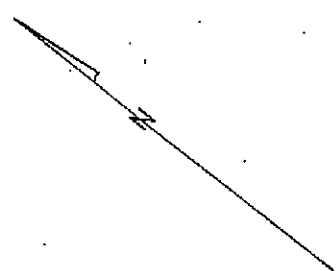
UNITS PLAN No. 116

Block..... Section 37 Division of COOK

FLOOR PLAN

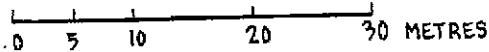
(1) GROUND
CLASS 'B'

(1) Number of floor



Scale: 1:500

SCALE 1:500



[Signature]
Applicant

[Signature]
Deputy Minister of State for the Capital Territory

FORM 3

Real Property (Unit Titles) Ordinance 1970

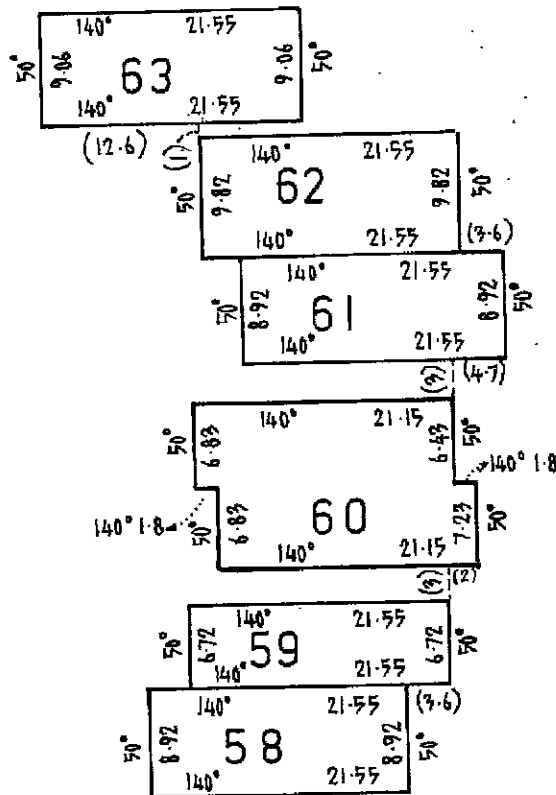
UNITS PLAN No. 116

Block..... Section 37 Division of COOK

FLOOR PLAN

(1) GROUND
CLASS 'B'

(1) Number of floor



Scale: 1:500

SCALE 1:500

0 5 10 20 30 METRES

[Signature]

Applicant

[Signature]

Minister of State for the Capital Territory

FORM 3

Real Property (Unit Titles) Ordinance, 1970.

UNITS PLAN No. 116

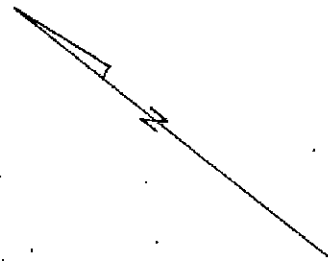
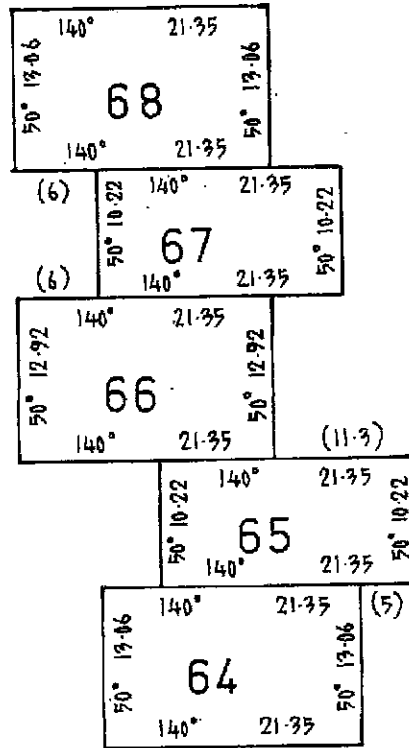
Block..... Section **37** Division of **COOK**

FLOOR PLAN

GROUND

(1).....
CLASS 'B'

(1) Number of floor



Scale: 1:500

SCALE 1:500

0 5 10 20 30 METRES

Applicant

Delegate of the Minister of State for the Capital Territory

FORM 3

Real Property (Unit Titles) Ordinance 1970

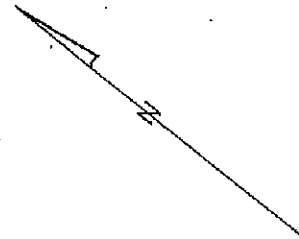
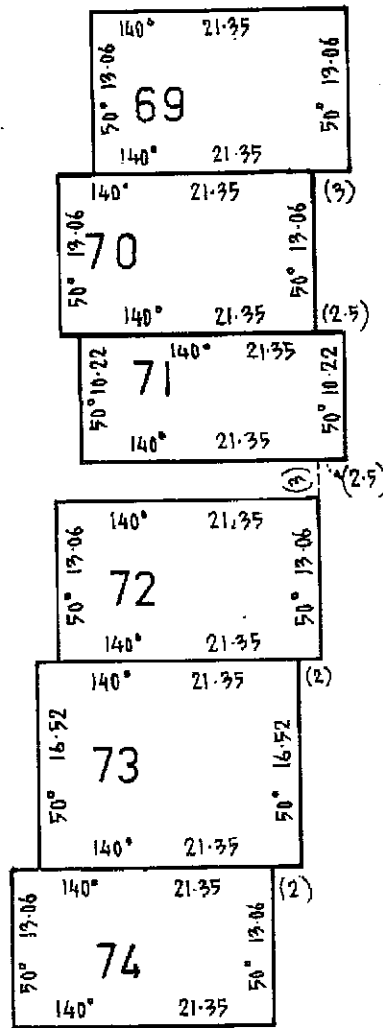
UNITS PLAN No. 116

Block..... Section **37** Division of **COOK**

FLOOR PLAN

(1) GROUND
CLASS 'B'

(1) Number of floor



Scale: 1:500 feet to the inch

SCALE 1:500

0 5 10 20 30 METRES

[Signature]
Applicant

[Signature]
Deputy Minister of State for the Capital Territory

FORM 3

Real Property (Unit Titles) Ordinance 1970

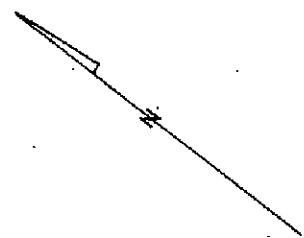
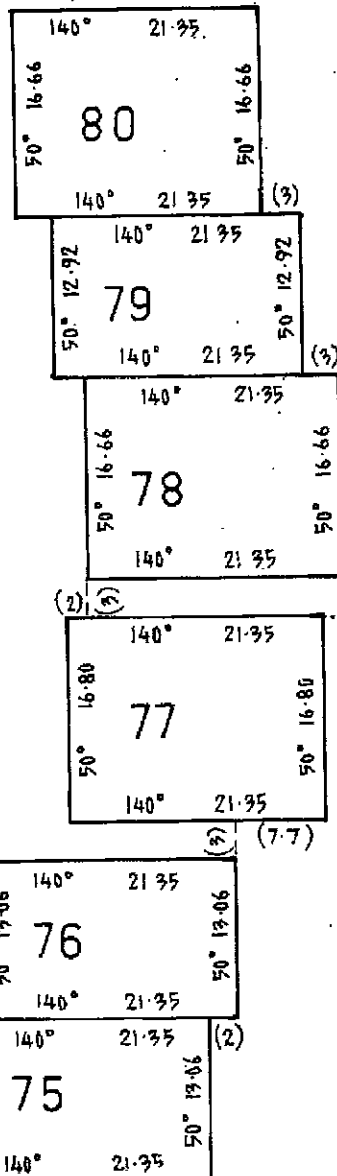
UNITS PLAN No. 116

Block..... Section 37 , Division of COOK

FLOOR PLAN

(1) GROUND
CLASS 'B'

(1) Number of floor



Scale: 1:500 feet to the inch

SCALE 1:500
0 5 10 20 30 METRES

[Signature]
Applicant

[Signature]
Minister of State for the Capital Territory

FORM 3

Real Property (Unit Titles) Ordinance 1970

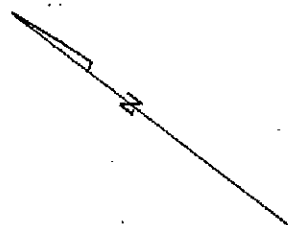
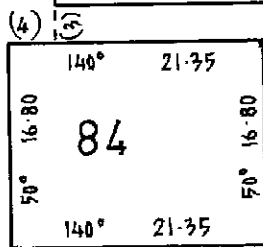
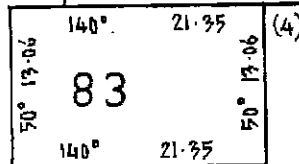
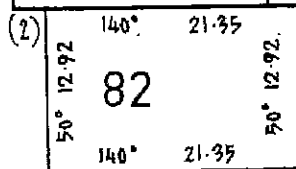
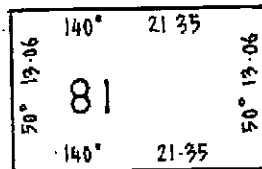
UNITS PLAN No. 116

Block..... Section **37**..... Division of **COOK**

FLOOR PLAN

(1) **GROUND**
CLASS 'B'

(1) Number of floor



Scale: 1:500

SCALE 1:500
0 5 10 20 30 METRES

[Signature]
Applicant

[Signature]
Minister of State for the Capital Territory

FORM 3

Real Property (Unit Titles) Ordinance 1970

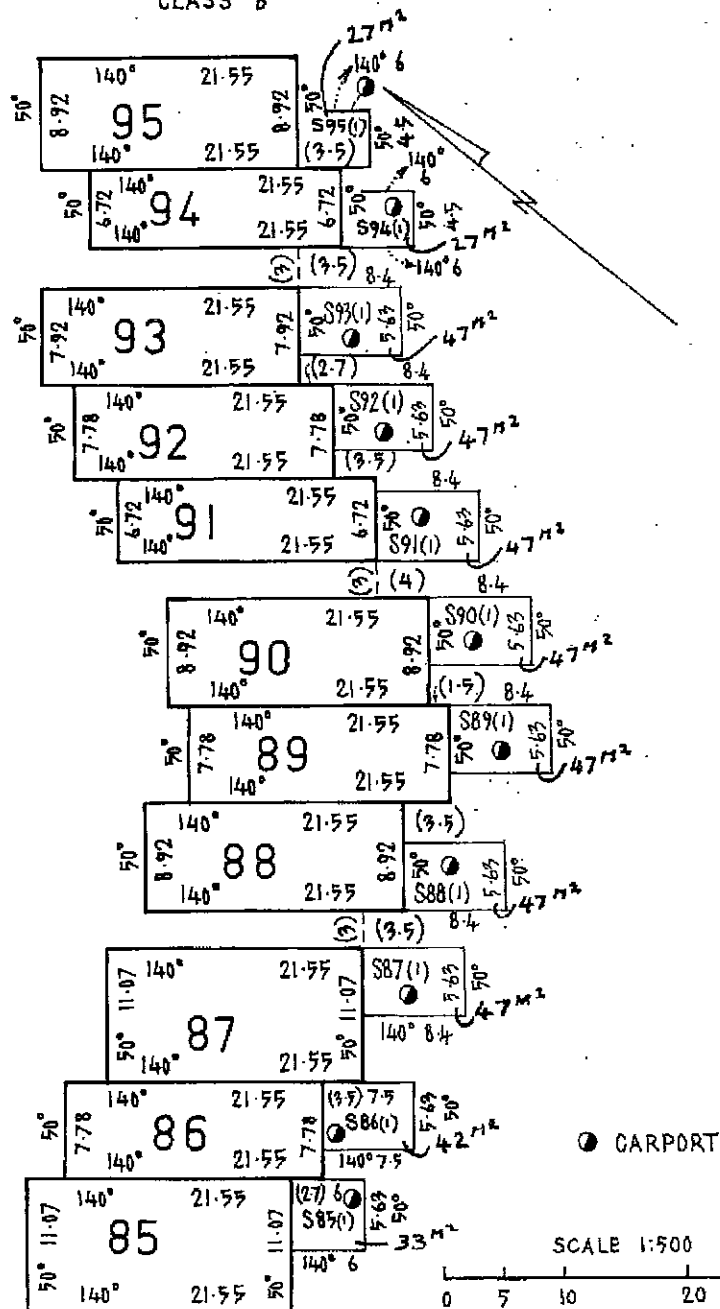
UNITS PLAN No. 116

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[Signature]
Minister of State for the Capital Territory

FORM 3

Real Property (Unit Titles) Ordinance 1970

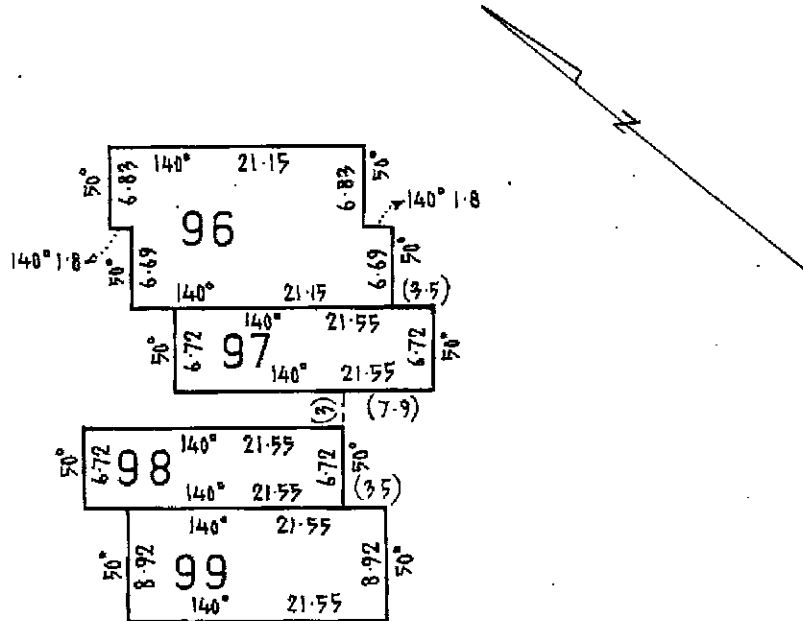
UNITS PLAN No. 116

Block..... Section 37 Division of COOK

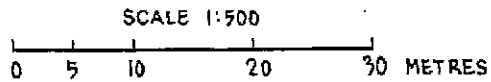
FLOOR PLAN

(1) GROUND
CLASS 'B'

(1) Number of floor



Scale: 1:500



[Signature]
Applicant

[Signature]
Minister of State for the Capital Territory

FORM 3

Real Property (Unit Titles) Ordinance 1970

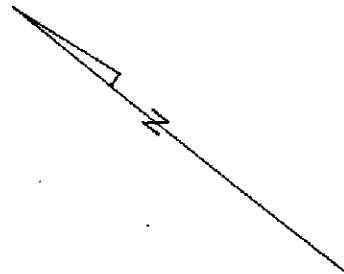
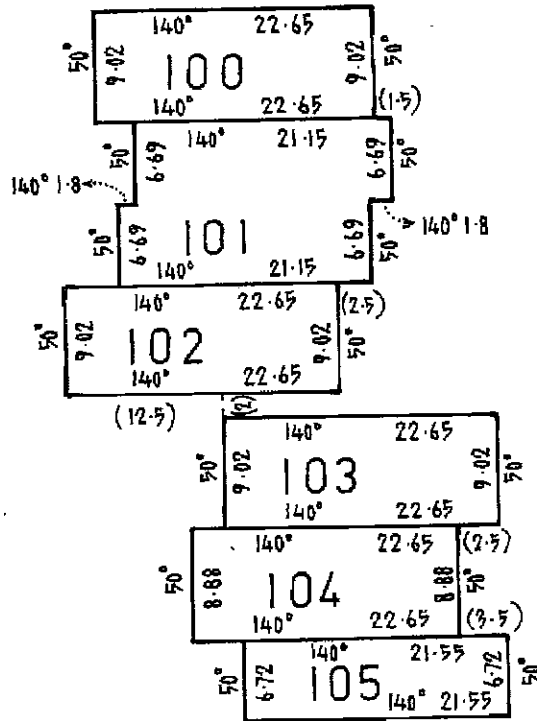
UNITS PLAN No. 116

Block..... Section **37** Division of **COOK**

FLOOR PLAN

(1) GROUND
CLASS 'B'

(1) Number of floor



Scale: 1:500

SCALE 1:500

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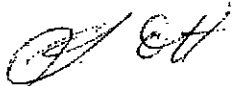
[Signature]
 Applicant

[Signature]
 Minister of State for the Capital Territory

SECTION 37 DIVISION OF COOK
SCHEDULE OF PROVISIONS COVENANTS AND CONDITIONS SUBJECT TO
WHICH LEASES OF UNITS ARE HELD

1. "Unit" in this Schedule means the leased land and the building and other improvements constructed or to be constructed on a part of the relevant parcel shown on the units plan as a unit.
"Unit Subsidiary" in this Schedule means the leased land and the building and other improvements constructed or to be constructed on a part of the relevant parcel shown on the units plan as a unit subsidiary.
2. The term of the lease of each of the Units expires on the sixteenth day of March two thousand and seventy five.
3. The rent reserved by and payable under the lease for the Unit is Five cents per annum if and when demanded.
4. Each of the Lessees of Units Nos. 1-105 covenants with the Commonwealth of Australia (hereinafter referred to as "the Commonwealth") in respect of the Unit and Unit subsidiary leased by the Lessee as follows: -
 - (a) to pay to the Commonwealth or to such person as may be authorised by the Commonwealth for that purpose at Canberra the rent hereinbefore reserved within one month of the date of any demand made by the Commonwealth relating thereto and served on the Lessee.
 - (b) the Lessee acknowledges pursuant to sub-section (4) of Section 12A of the City Area Leases Ordinance 1936 as amended that the Lessee has agreed to pay to the Commonwealth the reserve price due in respect of the Unit by the instalments and in accordance with the terms and conditions set out in the Deed of Agreement dated 17 March 1976 between the Commonwealth and Cook Aranda Co-operative Housing Society Ltd relating to the payment of the reserve price for the lease of Section 37 Division of Cook.
 - (c) to construct the Unit and Unit subsidiary in accordance with the plans and specifications approved in writing by the Commonwealth by the sixteenth day of September 1978 or within such further time as may be approved in writing by the Commonwealth.

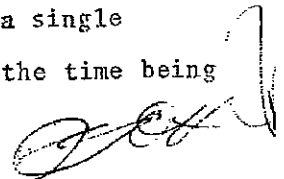
- (d) not to make any structural alterations to the Unit or Unit Subsidiary without the previous approval in writing by the Commonwealth.
- (e) to use the Unit for residential purposes only as a single private dwelling house.
- (f) not to use the Unit Subsidiary as a dwelling house.
- (g) at all times during the lease to maintain repair and keep in repair to the satisfaction of the Minister the Unit and Unit Subsidiary.
- (h) if and whenever the Lessee fails to maintain repair and keep in repair the Unit and Unit Subsidiary the Commonwealth may by notice in writing to the Lessee specifying the wants of repair require the Lessee to effect repairs in accordance with the said notice or if the Minister is of the opinion that a building, part of a building or other improvement is beyond reasonable repair the Minister may require the Lessee to remove a building or part of a building or other improvement and if after the expiration of one calendar month from the date of receipt of the said notice or such longer time as the Commonwealth may in writing allow the Lessee has not effected the said repairs or removed the said building part of the building or other improvement any person or persons duly authorised by the Commonwealth with such equipment as is necessary may enter the Unit and Unit Subsidiary and effect the said repairs or demolish and remove the building part of the building or other improvement and all expenses incurred by the Commonwealth in effecting such repairs or demolition and removal 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 a debt due and payable to the Commonwealth by the Lessee.
- (i) to permit any person or persons authorised by the Commonwealth in that behalf to enter the Unit or Unit Subsidiary at all reasonable times to inspect the Unit and Unit Subsidiary.
- (j) to pay to the Commonwealth his proportion being the proportion the Unit entitlement bears to the aggregate Unit entitlement of all the Units of any amount payable by the Corporation to the Commonwealth



(but which has not been paid by the Corporation within the required time) under the provisions of any law of the Territory applicable to the Unit, Unit Subsidiary or Common Property and without limiting the generality thereof under the provisions of the City Area Leases Ordinance 1936 and the Unit Titles Ordinance 1970.

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

- (a) subject to this clause the Lessee shall not without the written consent of the Minister first had and obtained transfer or assign by way of sale the lease whether at law or in equity during the period of 5 years commencing on the date of the commencement of the lease AND in the case of any agreement by the Lessee to effect any such transfer or assignment subject to the consent of the Minister being first obtained the Lessee shall apply for the Minister's consent as aforesaid within 3 months of the making of the agreement;
- (b) before consenting to any transaction to which this clause applies the Minister may require the Lessee to inform him of any particulars relating to the consideration to be paid in respect of that transaction;
- (c) a certificate by the Minister that the Lessee may transfer or assign the lease for a consideration not exceeding an amount specified in the certificate shall constitute consent as required by this clause;
- (d) if the Minister refuses to give consent to the transfer or assignment of the lease the lessee may make an offer in writing to the Commonwealth to surrender the lease in consideration of the payment by the Commonwealth of an amount specified in the offer and on payment of that amount or of another amount agreed to or failing any such agreement of an amount determined in accordance with the provision of paragraph (e) of this clause the Lessee shall surrender this lease and the Commonwealth shall accept such surrender;
- (e) failing agreement thereto the amount that shall apply for the purposes of paragraph (d) shall comprise so much of the reserve price for this lease that has actually been paid, replacement cost less depreciation of all improvements on the land comprised in the lease and all expenses properly paid by the Lessee including agent's fees and legal expenses and shall be determined by a single Arbitrator who shall be the National President for the time being



- of the Australian Institute of Valuers if able to act otherwise
 a person able to act nominated by the said National President;
- (f) the Commonwealth shall make payment of the amount agreed or determined under paragraph (d) by first paying out therefrom any mortgages registered over the unit and by thereafter paying to the Lessee any balance thereof remaining;
- (g) any consent given by the Minister is conditional upon the consideration payable in respect of the transaction not exceeding the amount in that behalf set out in the consent; and
- (h) this clause shall not apply to a transfer or assignment of the lease or of any interest in the lease by operation of law or by will or by a mortgagee in pursuance of a power of sale as mortgagee.

6. IT IS FURTHER MUTUALLY COVENANTED AND AGREED as follows: -

- (a) the Lessee may at any time upon payment of all rent and other moneys due to and demanded by the Commonwealth under this lease surrender this lease to the Commonwealth but subject to any law 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 improvements on the land comprised in the lease.
- (b) If -
- (i) any instalment referred to in Clause 4(b) shall remain unpaid for a period of twelve months next after the date on which the instalment becomes payable;
- (ii) the Unit and Unit Subsidiary to be constructed by the Lessee pursuant to this lease are not completed by the Lessee within the time specified in Clause 4(c);
- (iii) the Lessee shall commit or suffer a breach of any covenant contained in Clause 5 hereof;
- (iv) after completion of the Unit and the Unit Subsidiary the Unit is at any time not used for a period of one year for the purpose for which this lease is granted;
- (v) the Lessee shall commit or suffer a breach of any other covenant contained or implied in this lease and shall have failed to remedy such breach within a period of three months from the date of receipt by the Lessee of a notice in writing from the Commonwealth specifying the nature of the breach;

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the Commonwealth may determine the lease but without prejudice to any claim which the Commonwealth may have against the Lessee in respect of the breach of any covenant herein contained or implied and on the part of the Lessee to be observed or performed.

(c) Acceptance of rent by the Commonwealth during or after any period referred to in Clause 6(b) shall not prevent or impede the exercise by the Commonwealth of the powers conferred on it by that clause.

(d) (1) If the Proprietors Units Plan No. ~~114~~..... (hereinafter referred to as "the Corporation") at least twelve months or, if the Minister so allows at any time before the expiry date of the leases and the common property under the Units Plan, applies in writing to the Minister for an extension of the terms of all the leases, the Minister

(i) if, at least three months before the expiry date, he decides to subdivide the parcel in a manner other than the subdivision effected by the Unit Titles Ordinance or decides that the parcel or a part of the parcel is required for a Commonwealth purpose - shall by notice in writing, refuse the application, or

(ii) in any other case - shall, by instrument in writing, authorize the extension of the terms of all those leases for such period as is specified in the instrument, being -

(a) the same period for all those leases; and

(b) a period of not less than five years.

(2) A notice given under paragraph (1)(i) of this Clause shall be sent or delivered to the Corporation so that it is received by the Corporation at least three months before the expiry date of the lease.

(3) An instrument authorizing the extension of the terms of the leases shall be sent or delivered to the Corporation as soon as practicable after it has been made.

(4) On receipt of an instrument under the last preceding clause, the Corporation may lodge it with the Registrar for

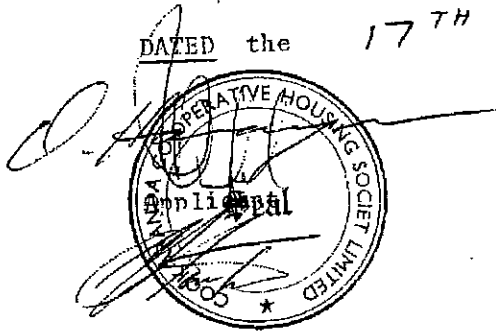
registration under the Real Property (Unit Titles) Ordinance 1970 and, if the instrument is so registered before the expiry date, the terms of the leases are extended accordingly.

- (5) The lessee under a lease the term of which is extended under this clause is not liable to make any payment to the Commonwealth for improvements on the land comprised in the lease.
- (e) In this lease the expression "the Minister" shall mean the Minister of State of the Commonwealth for the time being administering the City Area Leases Ordinance 1936, as amended or any Statute or Ordinance substituted therefor, or the member of the Executive Council of the Commonwealth for the time being exercising the powers and functions of such Minister, AND shall include the authority or person for the time being authorised by the Minister or by law to exercise those powers and functions of the Minister.
- (f) 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 Minister and delivered to or sent in a prepaid letter addressed to the Lessee at the Unit or at its registered office or at the usual or last-known address of the Lessee.
- (g) If the Lessee shall consist of one person the expression "the Lessee" shall where the context so admits or requires be deemed to include the Lessee and the executors administrators and assigns of the Lessee.

If the Lessee shall consist of two or more persons the expression "the 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 executors administrators and assigns of the survivor of them.

If the Lessee shall be a corporation the expression "the Lessee" shall where the context so admits or requires be deemed to include such corporation and its successors and assigns.

DATED the 17TH day of AUGUST 1976



[Handwritten Signature]
Delegate of the Minister of
State for the Capital Territory

[Handwritten Signature]

UNITS PLAN NO. 116

Section 37 Division of Cook

SCHEDULE OF PROVISIONS COVENANTS AND CONDITIONS SUBJECT TO
WHICH THE LEASE OF THE COMMON PROPERTY IS HELD

1. The term of the lease expires on the sixteenth day of March Two thousand and seventy five.
2. The rent reserved by and payable under the lease is Five cents per annum if and when demanded.
3. Proprietors-Units Plan No. 116 (hereinafter called "the Corporation") covenants with the Commonwealth of Australia (hereinafter called "the Commonwealth" as follows: -
 - (a) to pay to the Commonwealth or to such person as may be authorised by the Commonwealth for that purpose at Canberra the rent hereinbefore reserved within one month of the date of any demand made by the Commonwealth relating thereto and served on the Corporation;
 - (b) at all times during the term of the lease to maintain repair and keep in repair to the satisfaction of the Minister all buildings or parts of buildings landscaping reservations for access and all other improvements on the common property except those set out in Clause 4(c);
 - (c) not to erect any building or make any structural alterations in any building or part of a building or other improvements on the common property without the previous approval in writing of the Commonwealth;
 - (d) to use the common property for the purpose of performing its duties exercising its powers and performing its functions imposed or conferred on it by the Unit Titles Ordinance and amendments thereunder;
 - (e) if and when the Corporation fails to maintain repair or keep in repair any building or part of a building or landscaping reservation for access or other improvements on the common property except those set out in Clause 4(c) the Commonwealth may by notice

in writing to the Corporation specifying the wants of repairs require the Corporation to effect repairs in accordance with the said notice or if the Minister is of the opinion that the building or part of the building or other improvement is beyond reasonable repair the Minister may require the Corporation to remove the building or part of a building or improvement and if after the expiration of one calendar month from the date of the said notice or such longer time as the Commonwealth or Minister on behalf of the Commonwealth may in writing allow the Corporation has not effected the said repairs or removed the building or the part of the building or the improvement the Minister or any person or persons duly authorised by the Commonwealth or the Minister in that behalf with such equipment as is necessary may enter upon the common property and effect the said repairs or may demolish and remove the building or the part of the building or the improvement and all expenses incurred by the Commonwealth or the Minister in effecting such repairs or demolition or removal shall be paid by the Corporation to the Commonwealth 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 Commonwealth by the Corporation;

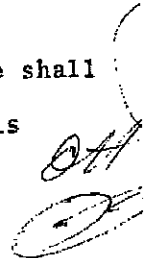
- (f) to permit any person or persons authorised by the Commonwealth to enter upon the common property at all reasonable times and in any reasonable manner and inspect the common property and any buildings parts of buildings and improvements thereon.

4. It is mutually covenanted and agreed by the Commonwealth and the Corporation as follows: -

- (a) If the common property is at any time not used for a period of one year for the 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 Corporation in respect of any breach of the covenants on the part of the Corporation to be observed or performed;
- (b) acceptance of rent by the Commonwealth or the Minister or a person authorised by the Minister for that purpose during or after the period referred to in paragraph (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 on it by paragraph (a) of this Clause;

- (c) the Commonwealth undertakes and agrees during the term of the lease to maintain repair and keep in good working order the services situated in or on the land marked reservations for access on the plan annexed hereto being part of the common property and the roads and services situated on adjoining Commonwealth land marked ROAD on the said plan after the same have been completed to the satisfaction of the Commonwealth;
- (d) the Corporation will take out and maintain during the term of the lease an insurance policy for an amount specified by the Commonwealth from time to time and with an insurance company approved by the Commonwealth indemnifying the Commonwealth in respect of all claims made by any party against the Commonwealth arising out of the repair and maintenance work carried out by the Commonwealth pursuant to Clause 4(c);
- (e) (1) If the Corporation at least twelve months or, if the Minister so allows at any time before the expiry date of the leases and the common property under the Units Plan, applies in writing to the Minister for an extension of the terms of all the leases, the Minister
- (i) if, at least three months before the expiry date, he decides to subdivide the parcel in a manner other than the subdivision effected by the Unit Titles Ordinance or decides that the parcel or a part of the parcel is required for a Commonwealth purpose - shall by notice in writing, refuse the application or
- (ii) in any other case - shall, by instrument in writing authorizing the extension of the terms of all those leases for such period as is specified in the instrument, being -
- (a) the same period for all those leases; and
- (b) a period of not less than five years.
- (2) A notice given under paragraph (1)(i) of this Clause shall be sent or delivered to the Corporation so that it is

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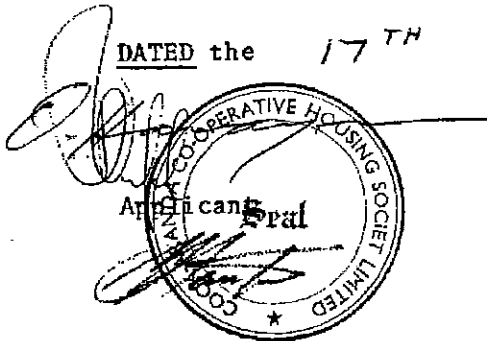
received by the Corporation at least three months before the expiry date of the lease.

- (3) An instrument authorizing the extension of the terms of the leases shall be sent or delivered to the Corporation as soon as practicable after it has been made.
- (4) On receipt of an instrument under the last preceding clause the Corporation may lodge it with the Registrar for registration under the Real Property (Unit Titles) Ordinance 1970, and, if the instrument is so registered before the expiry date, the terms of the leases are extended accordingly.
- (5) The Lessee under a lease the term of which is extended under this clause is not liable to make any payment to the Commonwealth for improvements on the land comprised in the lease.

(f) 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 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 those powers and functions of the Minister.

DATED the 17TH

day of AUGUST 1976



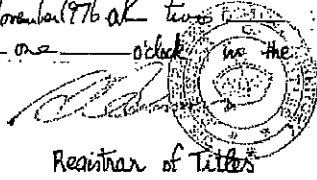
[Signature]
Delegate of the Minister of State
for the Capital Territory

[Handwritten initials]
[Handwritten signature]



Registrar of Titles

No. 241576 Certified copy of a Special Resolution altering the articles of the Corporation having been produced such special resolution is hereby registered Produced 29th October 1976 and entered 4th November 1976 at two minutes past one o'clock in the fore noon



Registrar of Titles

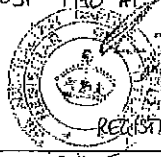
No. 537912 — The Proprietors of Units Plan No. 116 — have changed their address for service of Documents to — P.O. Box 36 DUFFY ACT 2611 —

Entered 23rd April 1988 at ten o'clock in the fore noon



M. A. RYAN Deputy Registrar of Titles

No. 703160 UPON PRODUCTION TO ME OF SATISFACTORY EVIDENCE THE SCHEDULE OF UNIT ENTITLEMENTS IS HEREBY AMENDED AS FOLLOWS:
IN RESPECT OF UNIT 70 UNIT PLAN 116 ENTITLEMENT 35
IN RESPECT OF UNIT 71 UNIT PLAN 116 ENTITLEMENT 30
ENTERED 27th AUGUST 1990 AT TEN O'CLOCK IN THE FORE NOON.



M. A. RYAN Deputy Registrar of Titles