

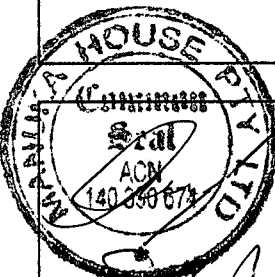
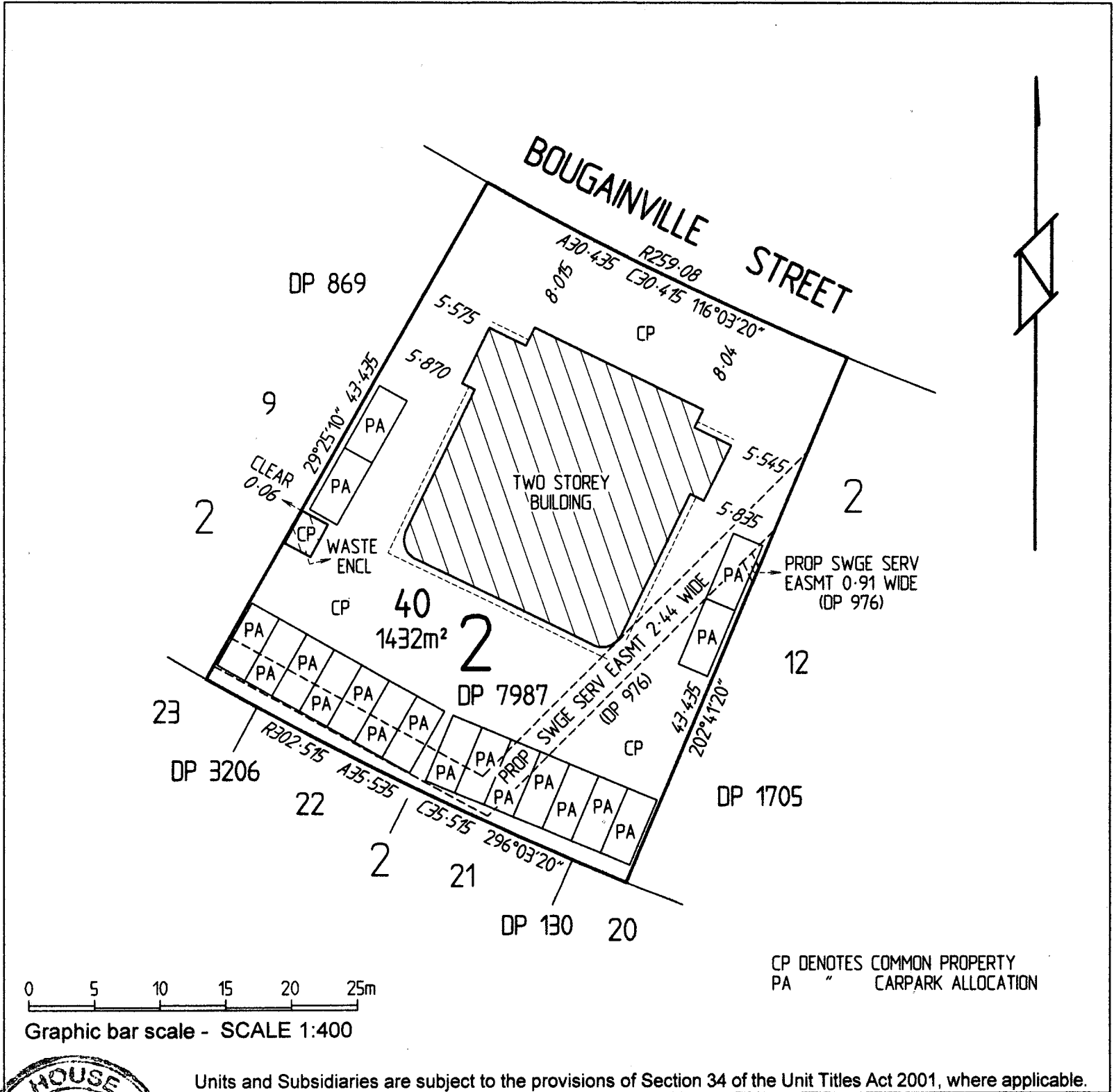
LAND TITLES

OFFICE OF REGULATORY SERVICES
Department of Justice and Community Safety

Form 088 - SP

SITE PLAN

Division	Section	Block	Class of Units (A or B)	UNITS PLAN No.
Griffith	2	40	A	3693



Directors
Registered Proprietor

[Signature]
Registered Surveyor

[Signature]
Lyn Tankey
Delegate of the
ACT Planning and Land Authority



LAND TITLES
OFFICE OF REGULATORY SERVICES
Department of Justice and Community Safety



SURVEYOR'S DECLARATION

Form 087 - SD

Land Titles Act 1925

DEPARTMENT OF JUSTICE & COMMUNITY SAFETY

LAND DETAILS

Volume & Folio	District / Division	Section	Block	Deposited Plan Number	Units Plan Number
1223:25	Griffith	2	40	7987	3693

NAME OF MANAGER / OWNERS CORPORATION

Link Corporate Services Pty Ltd ACN 083 909 362

ADDRESS FOR SERVICE OF NOTICE

Unit 3, 14 Adler Close, Deakin ACT 2600

SURVEYOR'S DECLARATION

I, **Scott D McNiven** of **8 Shout Place, Pearce, ACT 2607**

A surveyor registered under the *Surveyors Act 2007*, hereby certify that:

- The survey represented by the diagrams on forms 1A and 3 of this plan are accurate and have been made ~~by me~~ under my immediate supervision (delete whichever is not applicable) and was completed on (insert date) - 11th November 2010
- The survey is in accordance with the following Acts:
 - Unit Titles Act 2001;
 - Land Titles (Unit Titles) Act 1970;
 - Land Titles Act 1925; and,
 - any other Regulation made under those Acts and in accordance with the *Surveyors Practice Directions*.

CROSS OUT EITHER OF ITEM 3 OR 3(a)-3(c), WHICHEVER DOES NOT APPLY - 3(a)-(c) CANNOT APPLY IF AN ENCROACHMENT OCCURS OVER A ROAD OR PUBLIC PLACE UNLESS THE ENCROACHMENT IS AN ATTACHMENT AS DEFINED BY THE UNIT TITLES ACT 2001.

3. Each building (including anything attached to it) or building in the course of erection on the parcel is wholly within the parcel.

OR

- 3 (a), (b), (c)
- ~~a) All units and unit subsidiaries shown in the diagrams are wholly within the parcel; -~~
 - ~~b) The diagram clearly indicates the existence, nature and extent of any encroachment by a building (including anything attached to it), beyond the boundaries of the parcel; and, -~~
 - ~~c) The diagrams clearly indicate the existence, nature and extent of any easement granted and registered, or to be granted and registered upon registration of this proposed plan, pertaining to the parcel. -~~

[Signature] Signature of Registered Surveyor 11th November 2010 Dated

APPROVED UNDER THE UNIT TITLES ACT 2001, AS THE UNITS PLAN FOR THE SUBDIVISION OF THE ABOVE MENTIONED PARCEL OF LAND

[Signature] **Lyn Tankey** Delegate of the Authority / Executive 23- August- 2011 Dated

OFFICE USE ONLY

LOGGED BY		REGISTERED BY	<i>[Signature]</i>
EXAMINED BY	<i>[Signature]</i>	REGISTRATION DATE	23 NOV 2011
DATA ENTERED BY	<i>[Signature]</i>		

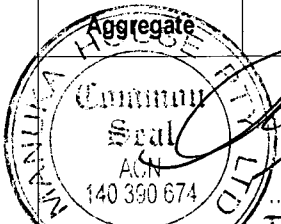
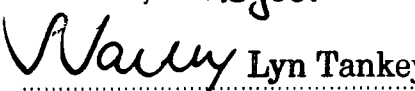
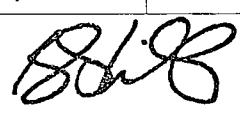

SUE

Form 078

**SCHEDULE OF UNIT ENTITLEMENTS****1. LAND**

District/Division	Section	Block	Unit Plan No
Canberra Central / Griffith	2	40	3693

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
1	123	3	1997	61
2	117	2	1997	62
3	126	2	1997	63
4	132	3	1997	64
5	129	2	1997	65
6	129	2	1997	66
7	122	2	1997	67
8	122	2	1997	68
Aggregate		1000		18
 Signature of Lessee Directors			The Certificate of Title issued for each of the units into which the parcel of land has been subdivided is as shown in Column 2 above. The Certificate of Title for the common property is:	
			Volume	Folio
			1997	60
Column 1 above is the schedule of unit entitlement approved for the subdivision. Dated Twenty Third this day of August 2011.  Narry Lyn Tankey Delegate of the Authority/Executive			 Brett Phillips Registrar-General  Deputy Registrar-General	

Form 091 - FP

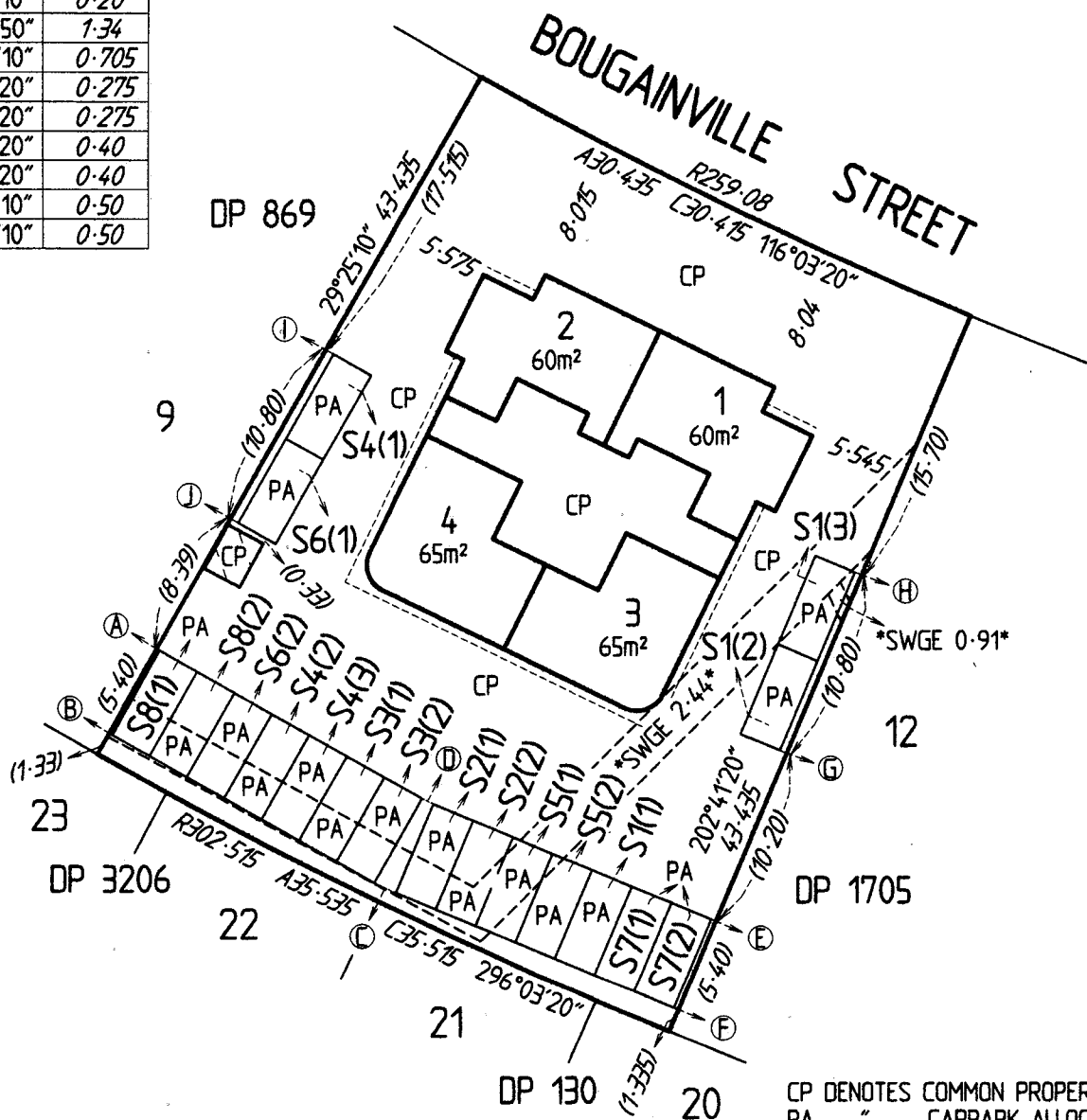
FLOOR PLAN

Division	Section	Block
Griffith	2	40

UNITS PLAN No.
3693

FLOOR NUMBER	GROUND
--------------	--------

TABLE OF SHORT LINES		
	BEARING	DISTANCE
(A)	119°25'10"	0.20
(B)	299°25'10"	0.20
(C)	296°03'50"	1.34
(D)	116°04'10"	0.705
(E)	112°41'20"	0.275
(F)	292°41'20"	0.275
(G)	292°41'20"	0.40
(H)	112°41'20"	0.40
(I)	119°25'10"	0.50
(J)	299°25'10"	0.50



CP DENOTES COMMON PROPERTY
 PA " CARPARK ALLOCATION 2.4x5.4m=12m²
 SWGE 2.44 " PROPOSED SEWERAGE SERVICE EASEMENT 2.44 WIDE (DP 976)
 SWGE 0.91 " PROPOSED SEWERAGE SERVICE EASEMENT 0.91 WIDE (DP 976)

Graphic bar scale - SCALE 1:400

[Signature]
 Directors

MANUKA HOUSE PTY LTD
 Seal
 ACN
 140 390 674
 Registered Proprietor

[Signature] Lyn Tankey
 Delegate of the
 ACT Planning and Land Authority

LAND TITLES
OFFICE OF REGULATORY SERVICES
Department of Justice and Community Safety

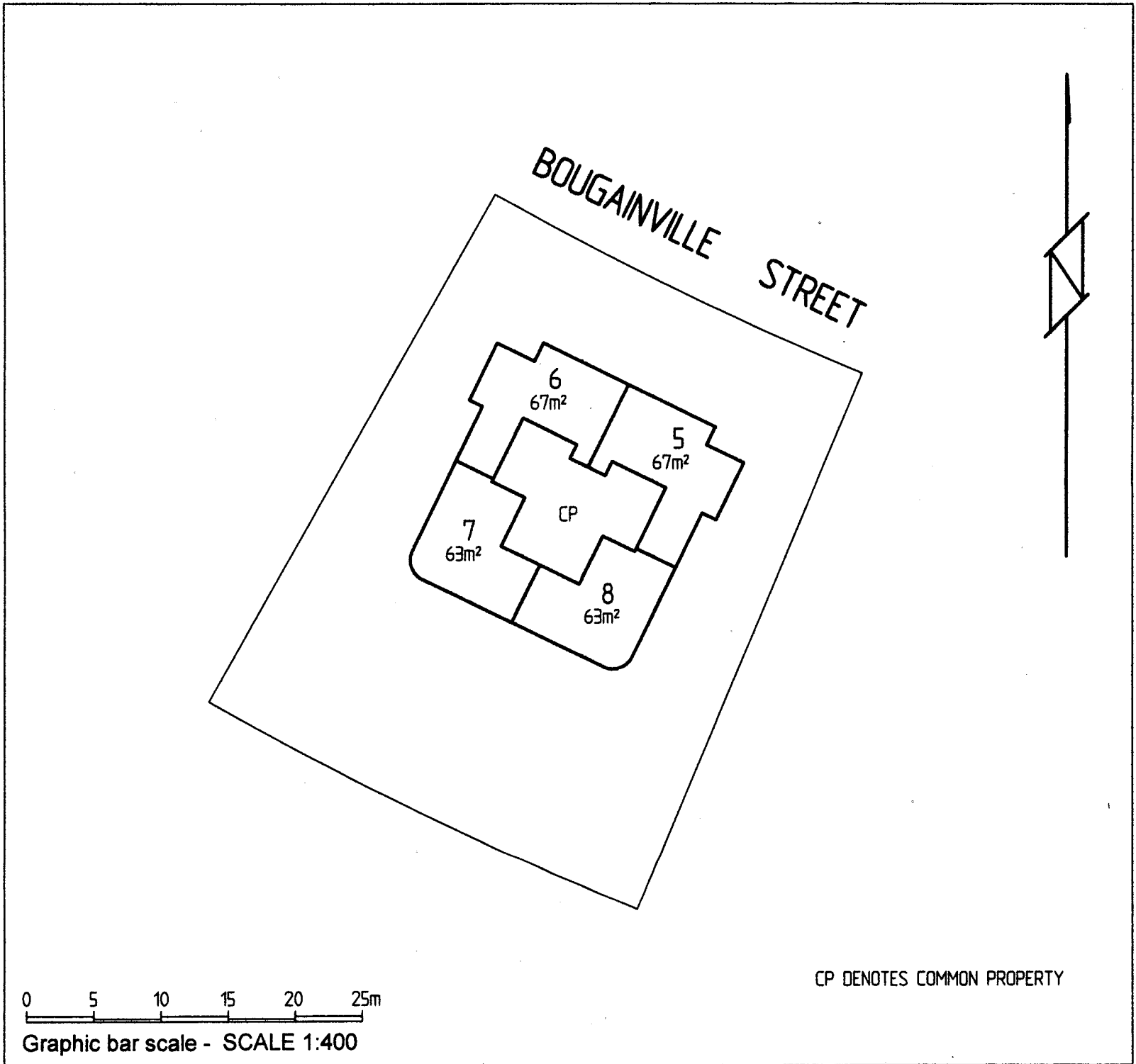
Form 091 - FP

FLOOR PLAN

Division	Section	Block
Griffith	2	40

UNITS PLAN No.
3693

FLOOR NUMBER	FIRST
--------------	-------



[Handwritten signature]
[Handwritten signature]
 Directors

Registered Proprietor

[Handwritten signature] Lyn Tankey
 Delegate of the
 ACT Planning and Land Authority

Form 4

Revised 1/7/03

Land Titles (Units Titles) Act 1970

UNITS PLAN NO 8693

Block 40 Section 2 Division of GRIFFITH

SCHEDULE OF PROVISIONS COVENANTS AND CONDITIONS SUBJECT TO WHICH LEASES OF UNITS ARE HELD

- | | | |
|------------------|----|---|
| TERM | 1. | The term of the lease of each of the units expires on the thirty first day of May Two thousand and sixty one. |
| RENT | 2. | The rent reserved by and payable under the lease of each of the units is five cents per annum if and when demanded. |
| GROSS FLOOR AREA | 3. | The gross floor area of the building on the said parcel shall not exceed 572 square metres. |
| | 4. | Each Lessee of each of the Units Nos 1 – 8 inclusive covenants with the Planning and Land Authority ("the Authority") on behalf of the Commonwealth of Australia ("the Commonwealth") in respect of each Lessee's relevant unit as follows:

(a) to pay to the Authority at Canberra the rent hereinbefore reserved and any other moneys payable under the lease within one month of the date of any demand made by the Authority relating thereto and served on the Lessee;

(b) to pay to the Authority or any statutory authority his proportion that is equal to the proportion the unit entitlement bears to the aggregate unit entitlement of all the units of any amounts payable by the Owners Corporation to the Authority or a statutory authority (but which has not been paid by the Owners Corporation within the required time under the provisions of any law of the Territory applicable to the unit or common property) and without limiting the generality thereof under the provisions of the <u>Planning and Development Act 2007</u> and the <u>Unit Titles Act 2001</u> ; |


[Handwritten signatures]
Directors



W

- PURPOSE (c) To use Units 1 to 8 for one or more of the following purposes only:
- (i) residential purposes;
 - (ii) non-retail professional and general or commercial offices;
 - (iii) the display and sale of works of art;
- CARPARKING (d) That any carparking spaces subsidiary to any unit shall be maintained by the Lessee;
- UNIT SUBSIDIARY (e) Not to use any unit subsidiary to that unit as a habitation;
- SERVICE AREAS (f) 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 unit is suitably screened from public view;
- SIGNS AND GRAPHICS (g) That the Lessee shall not without the previous approval in writing of the Authority erect or display any signs or graphics on the parcel of land;
- BUILDING SUBJECT TO APPROVAL (h) That the Lessee shall not without the previous approval in writing of the Authority, except where exempt by law, erect any building on the parcel or make any structural alterations to the unit;
- REPAIR (i) That the Lessee shall at all times during the said term maintain repair and keep in repair the unit to the satisfaction of the Authority excluding any defined parts under the provisions of the Unit Titles Act 2001;
- FAILURE TO REPAIR (j) If and whenever the Lessee is in breach of the Lessee's obligations to maintain repair and keep in repair the unit 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 leased parcel 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

[Handwritten Signature]
 X *[Handwritten Signature]*
 Directors



authorised by the Authority with such equipment as is necessary may enter upon the leased parcel 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

(k) To permit any person or persons authorised by the Authority to enter upon the unit at all reasonable times and in any reasonable manner to inspect the unit;

RATES AND CHARGES

(l) To pay all rates charges and other statutory outgoings assessed levied or payable in respect of the unit as and when they are due for payment;

PRESERVATION OF TREES

(m) 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;

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

MINERALS

(n) All minerals on or in the parcel are reserved to the Territory.

5. The Commonwealth covenants with each of the Lessees of all the units as follows:

QUIET ENJOYMENT

(a) 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 unit without interruption by the Authority or any person lawfully claiming from or under or in trust for the Authority.

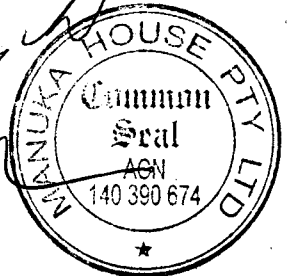
6. It is mutually covenanted and agreed by the Commonwealth and each of the Lessees of all the units as follows:

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 shall have been formally demanded or not); or

[Handwritten signature]
x *[Handwritten signature]*
Directors



- (ii) the said unit 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 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 (b)
RENT

That acceptance of rent or other moneys by the Authority during or after any period referred to in Clause 6(a)(i), (ii) or (iii) shall not prevent or impede the exercise by the Authority of the powers conferred upon it by Clause 6(a);

FURTHER LEASE (c)

That any extension of terms for all the leases shall be in accordance with the provisions of the Planning and Development Act 2007;

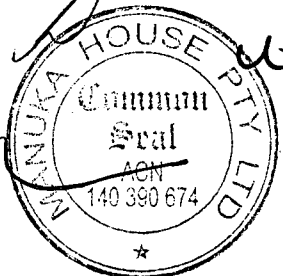
NOTICES

- (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 Unit or at the registered office or last known address of the Lessee or affixed in a conspicuous position on the Unit;

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

X *[Handwritten Signature]*
[Handwritten Signature]
 Directors

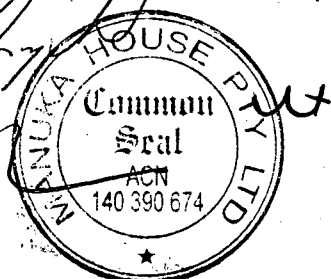


- (iii) an authority or person to whom the Authority has delegated all its powers or functions under the Planning and Development Act 2007.

7. In this schedule 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 leased parcel of land;
- (c) "gross floor area" means the sum of the areas of the floor or floors of the building measured from the outside of the external walls (other than floor spaces of elevator shafts stairwells garages carports and basements used for mechanical equipment and/or carparking);
- (d) "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 the 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 and its successors and assigns;
- (e) "premises" means the leased land building and all other improvements on the parcel of leased land;
- (f) "Territory" means:
 - (i) when used in a geographical sense the Australian Capital Territory; and

x *[Signature]*
S B
Directors



- (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) "unit" 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;
- (h) "unit subsidiaries" has the same meaning as in the Unit Titles Act 2001;
- (i) words in the singular include the plural and vice versa;
- (j) words importing one gender include the other genders;
- (k) 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.

Dated this Twenty Third day of August 2011.

Lyn Tankey
Lyn Tankey

a delegate of the Planning and Land Authority in exercising its functions

[Signature]
DIRECTOR
[Signature]
DIRECTOR



THE COMMON SEAL OF
MANUKA HOUSE PTY LTD
WAS HERE UNTO AFFIXED
IN THE PRESENCE OF:

LESSEE: MANUKA HOUSE PTY LTD A.C.N. 140 390 674

Form 5

Revised 1/7/03

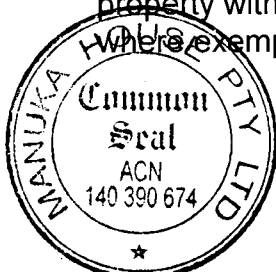
Land Titles (Unit Titles) Act 1970

UNITS PLAN NO 3693

Block 40 Section 2 Division of GRIFFITH

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 thirty first day of May Two thousand and sixty one.
2. The rent reserved by and payable under the lease is five cents per annum if and when demanded.
3. That the gross floor area of the building on the said parcel shall not exceed 572 square metres;
4. The Owners - Units Plan No. 3693 ("the Owners Corporation") covenants with Planning and Land Authority ("the Authority") on behalf of the Commonwealth of Australia ("the Commonwealth") as follows:
 - (a) To pay to the Authority at Canberra the rent hereinbefore reserved within one month of the date of any demand made by the Authority relating thereto and served on the Owners Corporation;
 - (b) To use the common property for the purpose of carparking, landscaping, paving, lighting, storage areas, service areas, vehicular and pedestrian access and for any other purpose approved by the Owners Corporation PROVIDED THAT these uses are consistent with the permitted purposes of the units;
 - (c) At all times during the term of the lease maintain repair and keep in repair to the satisfaction of the Authority all buildings or parts of buildings landscaping hardstanding carparking paving lighting and all other improvements on the common property and without limiting the generality thereof to maintain repair and keep in good working order the services situated in or on the land forming the common property;
 - (d) Not to erect any building or make any structural alterations in any building or part of a building or other improvement on the common property without the previous approval in writing of the Authority, except where exempt by law;



W

X

- (e) That the Owners Corporation 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 common property is suitably screened from public view;
- (f) That the Owners Corporation shall not without the previous approval in writing of the Territory erect or display any signs or graphics on the parcel of land;
- (g) That the Owners Corporation 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;
 - (ii) to which the Tree Protection Act 2005, applies;
- (h) If and whenever the Owners Corporation is in breach of the Owners Corporation's obligations to maintain repair and keep in repair the common property the Authority may by notice in writing to the Owners Corporation specifying the repairs and maintenance needed require the Owners Corporation 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 leased parcel is beyond reasonable repair the Authority may by notice in writing to the Owners Corporation require the Owners Corporation to remove the building or improvement and may require the Owners Corporation to construct a new building or improvement in place of that removed within the time specified in the notice. If the Owners Corporation 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 upon the leased parcel 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 Owners Corporation 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 Owners Corporation;
- (i) To permit any person or persons authorised by the Authority to enter upon the common property at all reasonable times and in any reasonable manner and inspect the common property and buildings parts of buildings services parts of services and improvements situated in or on the land forming the common property;
- (j) All minerals on or in the common property are reserved to the Territory.



A handwritten mark consisting of a stylized, curved line that resembles a signature or a specific symbol.

Handwritten initials or a mark, possibly 'UH', written in a cursive style.

5. It is mutually covenanted and agreed by the Commonwealth of Australia and the Owners Corporation as follows:
- (a) That 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 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 Owners Corporation in respect of any breach of the covenants on the part of the Owners Corporation to be observed or performed;
 - (b) That any extension of terms for all the leases shall be in accordance with the provisions of the Planning and Development Act 2007;
 - (c) 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 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.

6. In this schedule 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 leased land;
 - (c) "gross floor area" means the sum of the areas of the floor or floors of the building measured from the outside of the external walls (other than floor spaces of elevator shafts stairwells garages carports and basements used for mechanical equipment and/or carparking);
 - (d) "owners corporation" means the body corporate under the name of 'The Owners - Units Plan No. 3693';
 - (e) "premises" means the leased land building and all other improvements on the parcel of leased land;

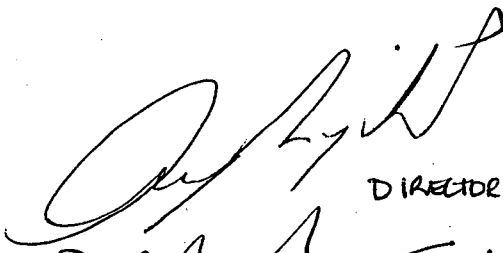




Handwritten signature and initials.

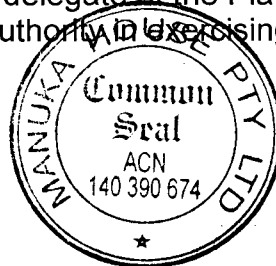
x

- (f) "services" means hydraulic mains stormwater drains sewer lines hydraulic fire mains and hydrants together with all necessary appurtenances;
- (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) "unit" 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;
- (i) words in the singular include the plural and vice versa;
- (j) words importing one gender include the other genders;
- (k) 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.

Dated this Twenty Third day of August 2011.


DIRECTOR

DIRECTOR


Lyn Tankey
a delegate of the Planning and Land
Authority in exercising its functions



THE COMMON SEAL
OF MANUKA HOUSE
PTY LTD WAS HERE
UNTD AFFIXED IN THE
PRESENCE OF:

LESSEE: **MANUKA HOUSE PTY LTD A.C.N. 140 390 674**