

FORM 1
Real Property (Unit Titles) ^{Act} Ordinance-1970
UNITS PLAN No. 617

Block 66 Section 35 Division of DEAKIN
Register Book Volume 1134 Folio 69 Deposited Plan No 7436

Address of the Corporation for service of documents

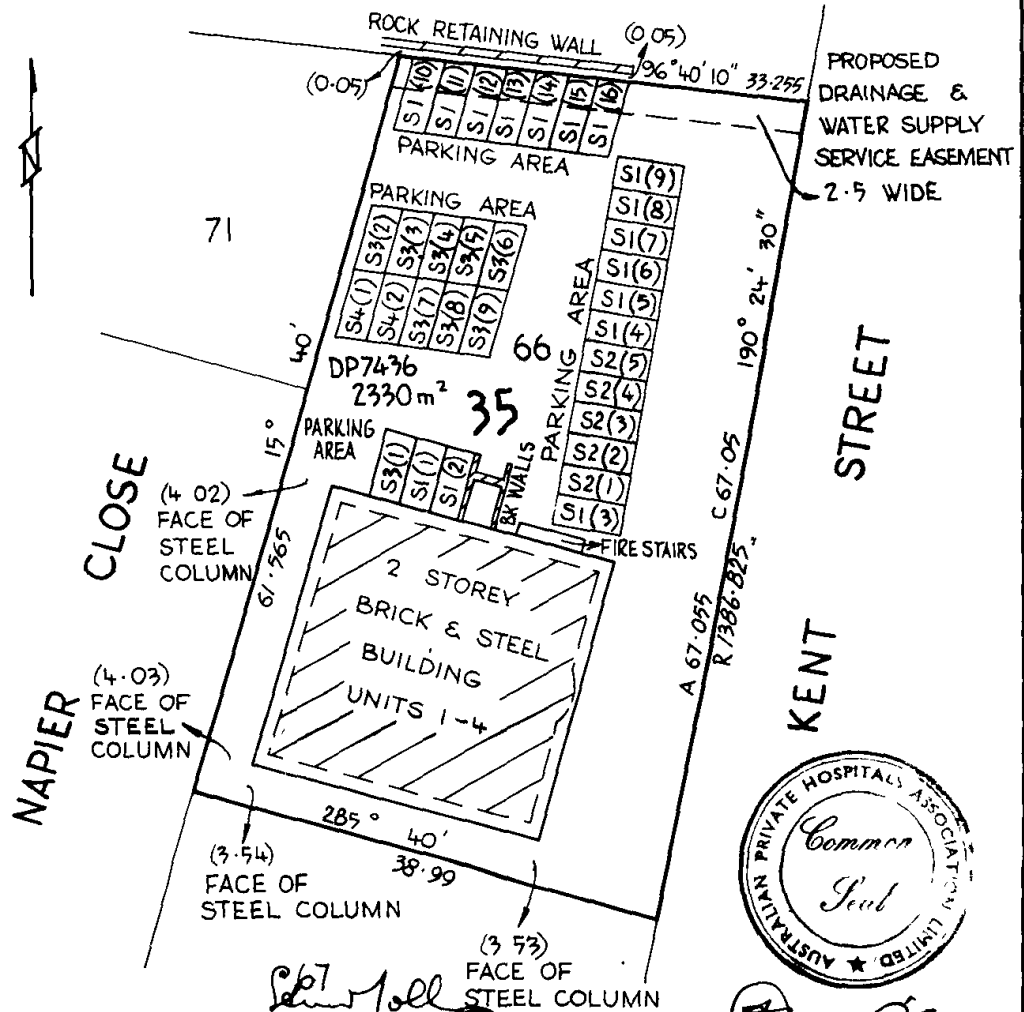
I, of a surveyor registered under the Surveyors Ordinance 1967 hereby certify that -
(a) the diagram on this sheet shows -
 (i) the boundaries of the above-mentioned parcel of land
 (ii) the boundaries of each unit that is a Class B unit as defined in the Unit Titles Ordinance 1970 into which the parcel is to be sub-divided; and
 + (iii) the boundaries at ground level, or projected to ground level of the extremities of each building, or building in the course of erection on the parcel, and
+ (b) each building, or building in the course of erection, on the parcel wholly within the parcel except to the extent to which -
 (i) any eaves and guttering (including downpipes) that form, or are to form, part of the building project, or will project, over land that forms part of a place that is a public place within the meaning of the Roads and Public Places Ordinance 1937 or
 (ii) any rigid awning that forms, or is to form, part of the building project, or will project, over land that forms part of a place that is a public place within the meaning of the Roads and Public Places Ordinance 1937 and any support for such an awning stands, or will stand, on land that forms part of a place that is a public place within the meaning of that Ordinance
Dated this day of 19
* Delete if not applicable Registered Surveyor
+ Delete if there is no building or building in the course of erection on the parcel

Approved under the Unit Titles Ordinance 1970 as the Units Plan for the sub-division of the abovementioned parcel of land
Dated this day of 19
Minister of State for the Capital Territory

Registered by me on the day of 19
at O'clock in the noon, the number allocated to the Units Plan being
The terms of the leases of the units and the lease of the common property expire on the day of
Registrar

SITE PLAN

2
D.P 1284



Scale: 1:500
0 5 10 20 30 METRES

FORM 1

Real Property (Unit Titles) ^{Act} Ordinance 1970

UNITS PLAN NO. 617

Block 66 Section 35 Division of DEAKIN
 Register Book Volume 1131 Folio 69 Deposited Plan No 7436

Address of the Corporation for service of documents AUSTRALIAN PRIVATE HOSPITALS ASSOCIATION LTD
 25 GILES COURT DEAKIN 3600 A.C.T.

I, EDWARD J MCNABB of BROWN CLARKE & DI PAULI PTY LTD,
 Fyshwick, a surveyor registered under the Surveyors Ordinance 1967, hereby certify that

1. the survey represented on this plan is accurate and has been made by me or under my immediate supervision, in accordance with the Survey Practice Directions 1987 and was completed on 19.1.90
2. the diagram on sheet(s) 1, 4-6 shows
 - (a) the boundaries of the abovementioned parcel of land,
 - * ~~(b) the boundaries of each unit that is a Class B unit as defined in the Unit Titles Ordinance 1970 into which the parcel is to be subdivided,~~
 - # (c) the boundaries at ground level, or projected to ground level, of the extremities of each building or building in the course of erection on the parcel.
- #3. each building or building in the course of erection on the parcel is wholly within the parcel.
- #4. where part of a wall or part of a building or material attached to either encroaches beyond the boundaries of the parcel -
 - (a) all units and unit subsidiaries shown in the diagram are wholly within the parcel,
 - (b) the diagram clearly indicates the existence of the encroachment and its nature and extent, and
 - (c) where the encroachment is onto land, other than a public place within the meaning of the Roads and Public Places Ordinance 1937, that an appropriate easement has been granted and registered as an appurtenance to the parcel.

Dated this 7th day of FEBRUARY 19.90

E. McNabb
 Surveyor, Registered under the
 Surveyors Ordinance 1967

* Delete if not applicable

Delete if there is no building or building in the course of construction, on the parcel

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

Where the Units Plan indicates a part of a wall or a part of a building or material attached to either encroaches beyond the boundaries of the parcel onto a public place within the meaning of the Roads and Public Places Ordinance 1937, I do not object to the continuance of the encroachment in its present form for the life of the whole building of which the encroachment forms part or for the term of the existing Crown Lease, whichever period is the shorter.

Dated this twenty second day of June 19.90

Stuart Collins
 STUART COLLINS
 Delegate of the Chief Minister

Registered by me on the FIFTH day of JULY 19.90
 at ELEVEN o'clock in the FORE noon, the number allocated to
 the Units Plan being 617

The terms of the leases of the units and the lease of the common property expire on the FIRST day of MAY 2088

L. RYAN
 Registrar of Titles



FORM 2


Real Property (Unit Titles) ^{Act}~~Ordinance~~ 1970

UNITS PLAN No. 617

SCHEDULE OF UNIT ENTITLEMENTS

Block **66** Section **35** Division of **DEAKIN**

[illegible]

Aggregate  000 32
[Signature] Director.
[Signature] Managing Director.
 Applicant


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

Dated this twenty second day
of June, 1990.

STUART COLLINS
Delegate of the Chief Minister

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 . 1162 ...
Folio . 5.

[Signature]
L. RYAN Deputy
 Registrar of Titles



FORM 3

Real Property (Unit Titles) ^{Act} Ordinance 1970

UNITS PLAN No. 617

Block 66, Section 35, Division of DEAKIN

FLOOR PLAN

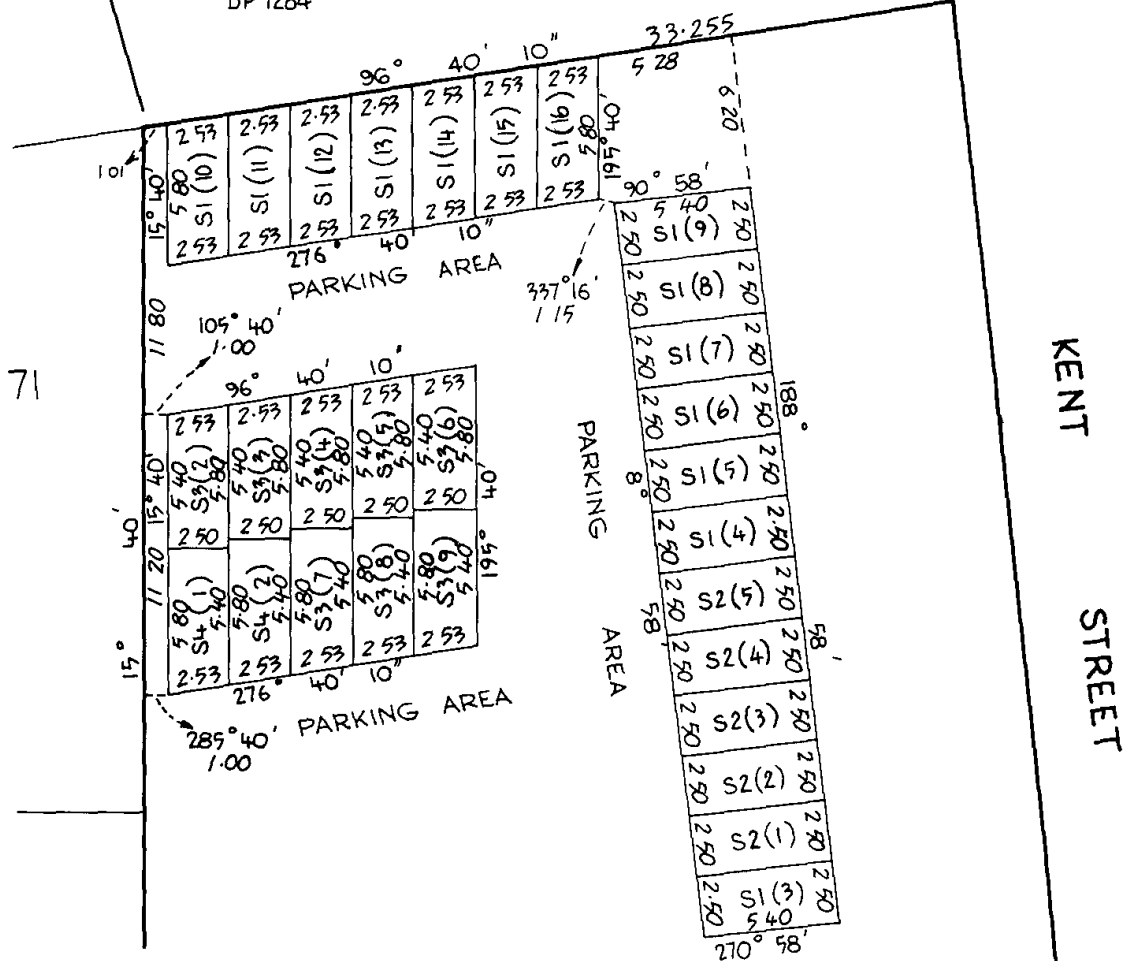
(1) GROUND

CLASS 'B' UNIT SUBSIDIARIES

(1) Number of floor

2

DP 1284



SEE SHEET 5

Scale. 1" = 20 METRES

[Signature]
Applicant

[Signature]
STUART COLLINS
Delegate of the Chief Minister

FORM 3

Real Property (Unit Titles) ^{Act} Ordinance-1970

UNITS PLAN No. 617

Block 66, Section 35, Division of DEAKIN

FLOOR PLAN

(1) GROUND

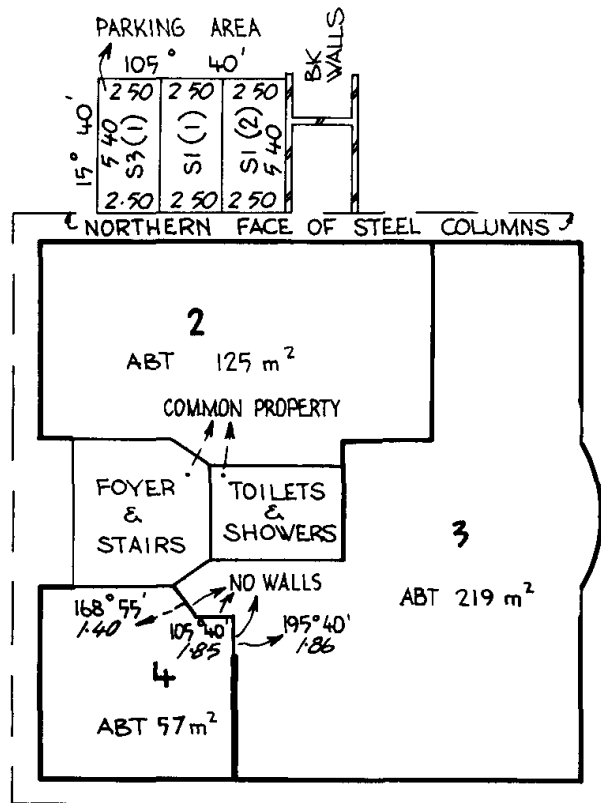
CLASS 'A' UNITS & CLASS 'B' UNIT SUBSIDIARIES

SEE SHEET 4

(1) Number of floor



NAPIER CLOSE
61.565
15° 40'



KENT STREET
R 1386.825
C 67.05
190° 24' 30"

38.99
285° 40'

67



5 10 20 METRES

[Signature]
Applicant

[Signature]
STUART COLLINS
Delegate of the Chief Minister

REAL PROPERTY (UNIT TITLES) ^{Act} ~~ORDINANCE~~ 1970

UNITS PLAN No. 617

BLOCK 66

SECTION 35

DIVISION OF DEAKIN

FLOOR PLAN

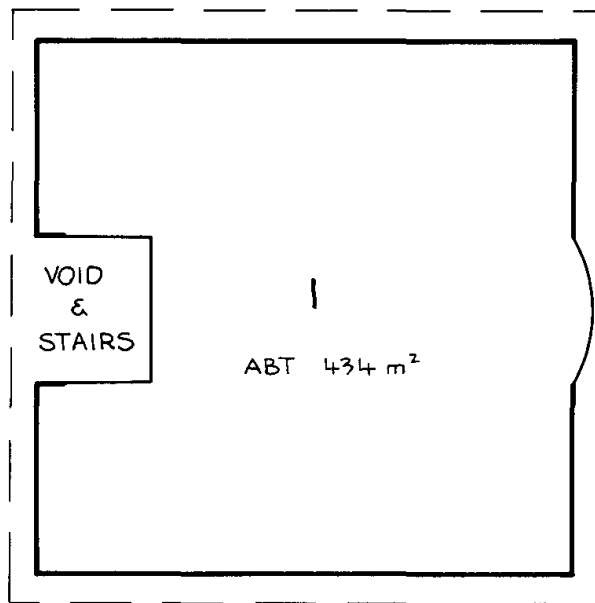
1 ST FLOOR
CLASS 'A' UNIT

CLOSE

NAPIER

KENT

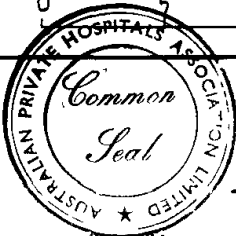
STREET



SCALE 1 : 250

(1) 0 5 10 20 METRES

1) Graphic
Bar Scale



Applicant

[Signature]
[Signature] *[Signature]*

[Signature]

STUART COLLINS
Delegate of the Chief Minister

Form 4

Real Property (Units Titles) Act 1970

UNITS PLAN NO 617 .

Block 66 Section 35 Division of DEAKIN

SCHEDULE OF PROVISIONS COVENANTS AND CONDITIONSSUBJECT TO WHICH LEASES OF UNITS ARE HELD

INTERPRETATION

1. In the Lease of each of the units unless the contrary intention appears:
 - (a) "building" means any building or buildings on the parcel at the date of the commencement of the lease or any building or buildings constructed on the parcel in accordance with the covenants of this lease or any building or buildings replacing the same together with all fittings fixtures (including floor coverings) plant machinery and appurtenances thereof and therein contained or if the context so admits any part thereof;
 - (b) "corporation" means the body corporate under the name of 'The Proprietors' - Unit Plan No. 617 ;
 - (c) "gross floor area" means the sum of the gross areas of the floor or floors of the building measured from the external faces of the exterior walls or from the centre lines of walls separating the building from any other building;
 - (d) "Lessee" shall -
 - (i) where the Lessee shall consist of one person be deemed to include the Lessee and the executors administrators and assigns of the Lessee;
 - (ii) where the Lessee shall consist 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 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;
 - (e) "premises" means the land building and all other improvements on the parcel.
 - (f) "Minister" means the Territory Minister for the time being administering the City Area Leases Act 1936 or any Statute or Ordinance substituted therefor.
 - (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;

TERM

2. The term of the lease of each of the units expires on the First day of May Two thousand and eighty eight.

81.

3. The Lessees of each of the Units Nos 1-4 Covenants with the Commonwealth as follows:

RENT

- (a) That from the date of grant of this lease the Lessee shall pay to the Territory 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 Territory 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 Territory under this lease shall be paid to such person as may be authorised by the Territory for that purpose at Canberra in the said Territory without any deduction whatsoever.

4. The Lessees of each of the Units Nos 1-4 further covenants with the Commonwealth as follows:

PURPOSE

- (a) Subject to sub-clause (c) of this clause to use the premises only for any one or more of the following purposes:

- i) Unit 1 to be used solely by the Australian Private Hospitals Association Limited;
- ii) Units 2-4 to be used by an approved association or for offices;

BUT not for retail or wholesale trading;

GROSS FLOOR AREA

- (b) That the gross floor area of the building shall not exceed 900 square metres and shall not be less than 700 square metres;

ASSOCIATION TO OCCUPY

- (c) That not less than fifty per centum of the gross floor area of the building will be used and occupied only by the Association as the National Secretariat of the Association;

SERVICE AREAS

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

BUILDING SUBJECT TO APPROVAL

- (e) That the Lessee shall not without the previous consent in writing of the Territory erect any building on the parcel or make any structural alterations to the premises;

REPAIR

- (f) That the Lessee shall at all times during the said term maintain repair and keep in repair the premises to the satisfaction of the Territory;

FAILURE TO REPAIR

- (g) If and whenever the Lessee is in breach of the Lessee's obligations to maintain repair and keep in repair the premises the Territory 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 Territory is of the opinion that a building or some other improvement on the parcel is beyond reasonable repair the Territory 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

4.

time specified by the Territory any person or persons duly authorised by the Territory with such equipment as is necessary may enter upon the parcel and carry out the necessary work and all costs and expenses incurred by the Territory in carrying out the work shall be paid by the Lessee to the Territory 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 Territory by the Lessee;

RIGHT OF INSPECTION

- (h) To permit any person or persons authorised by the Territory to enter upon the premises at all reasonable times and in any reasonable manner to inspect the premises;

RATES AND CHARGES

- (i) To pay all rates charges and other statutory outgoings assessed levied or payable in respect of the premises as and when the same fall due.

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 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 Territory or any person lawfully claiming from or under or in trust for the Territory.

SURRENDER

- (b) That the Lessee may at any time upon payment of all rent and other moneys due to the Territory under this lease surrender this lease to the Territory but subject to any law of the Territory to the contrary the Lessee shall not be entitled to receive any compensation from the Territory in respect of such surrender or in respect of any buildings or other improvements upon the parcel.

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

DETERMINATION

- (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

(ii) the Lessee shall fail to observe or perform any other of the covenants herein contained 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 Territory specifying the nature of such breach

the Territory on behalf of the Commonwealth may determine this lease but without prejudice to any claim which the Territory 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 Territory during or after any period referred to in paragraph (ii) of sub-clause (a) of this clause shall not prevent or impede the exercise by the Territory of the powers conferred upon it by sub-clause (a) of this clause;

41.

FURTHER LEASE

(c) That any extension of the terms of all the leases shall be in accordance with the provisions of the Unit Titles Act 1970;

NOTICES

(d) That any notice requirement demand consent or other communication to be given to or served upon the Lessee or Corporation under this lease shall be deemed to have been duly given or served if signed by or on behalf of the Territory and delivered to or sent in a prepaid letter addressed to -

(i) 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; and

(ii) the Corporation in accordance with the provisions of the Unit Titles Act 1970;

EXERCISE OF
COMMONWEALTH & TERRITORY
POWERS

(e) Any and every right power and or remedy conferred on the Commonwealth the Territory or the respective Ministers hereunder or implied by law may be exercised on behalf of the Commonwealth the Territory or the respective Ministers as the case may be by -

(i) the Territory Minister for the time being administering the City Area Leases Act 1936 or any Statute or Ordinance substituted therefor;

(ii) an authority or person for the time being authorised by the Minister referred to in (i) above or by law to exercise those powers or functions of the Territory the Commonwealth or the relevant Minister; or

(iii) the person to whom the Minister referred to in (i) above has delegated all his powers or functions under the said City Area Leases Act 1936 or any Statute or Ordinance in substitution therefor;

IN WITNESS whereof the Territory (on behalf of the Commonwealth) and the Lessee have executed this Lease.

Dated this *twenty second* day of *June* 1990

SIGNED SEALED AND DELIVERED

by STUART COLLINS
Delegate of the Territory
Minister for and on behalf of
the Commonwealth in the
presence of;

Stuart Collins

X

M Jenkins

The Common Seal of AUSTRALIAN)
PRIVATE HOSPITALS ASSOCIATION)
LIMITED was hereunto affixed)
by the authority of the Board)
of Directors in the presence)
of:



Secretary

Director

S007/B/7(65)

Form 5

Real Property (Unit Titles) Act 1970

UNITS PLAN NO 617 .

Block 66 Section 35 Division of Deakin

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 First day of May Two thousand and eighty eight.
2. The rent reserved by and payable under the lease is Five cents per annum if and when demanded.
3. Proprietors - Units Plan No. 617 (hereinafter called "the Corporation") covenant with the Commonwealth of Australia (hereinafter called "the Commonwealth") as follows:-
 - (a) To pay to the Territory or to such person as may be authorised by the Territory for that purpose at Canberra the rent hereinbefore reserved within one month of the date of any demand made by the Territory relating thereto and served on the Corporation;
 - (b) That the Corporation shall at all times during the term of the lease maintain repair and keep in repair to the satisfaction of the Territory all buildings or parts of buildings landscaping hardstanding car parking and all other improvements on the common property;
 - (c) That the Lessee shall maintain an approved hardstanding carparking area in accordance with plans and specifications previously submitted to and approved in writing by the Territory sufficient to accommodate 3.5 carparking spaces for every 100 square metres or part thereof of gross floor area of the building;
 - (d) That the Corporation shall not without the previous approval in writing of the Territory erect any building or make any structural alterations in any building or part of a building or other improvements on the common property;
 - (e) That the Corporation shall screen and keep screened all service areas to the satisfaction of the Territory and shall ensure that all plant and machinery contained within the common property is suitably screened from public view;
 - (f) If and whenever the Corporation is in breach of the Corporation's obligations to maintain repair and keep in repair the common property the Territory may by notice in writing to the Corporation specifying the repairs and maintenance needed require the Corporation to effect the necessary work in accordance with the notice. If the Territory is of the opinion that a building or some other improvement on the parcel is beyond reasonable repair the Territory may by notice in writing to the Corporation require the Corporation to remove the building or improvement and may require the Corporation to construct a new building or improvement in place of that removed within the time specified in the notice. If the Corporation does not carry out the required work within the time specified by the Territory any person or persons duly authorised by the Territory with such equipment as is necessary may enter upon the parcel and carry out the necessary work and all costs and expenses incurred by the Territory in carrying out the work shall be paid by the Corporation to the Territory 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 Territory by the Corporation;
 - (g) To permit any person or persons authorised by the Territory to enter and inspect the common property at all reasonable times and in any reasonable manner;

41.

- (h) 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 Act and amendments thereunder.
- (i) That any extension of the terms of the lease of the common property shall be in accordance with the provisions of the Unit Titles Act 1970.

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

Any and every right power and or remedy conferred on the Commonwealth the Territory or the respective Ministers hereunder or implied by law may be exercised on behalf of the Commonwealth the Territory or the respective Ministers as the case may be by -

- (i) the Territory Minister for the time being administering the City Area Leases Act 1936 or any Statute or Ordinance substituted therefor;
- (ii) an authority or person for the time being authorised by the Minister referred to in (i) above or by law to exercise those powers or functions of the Territory the Commonwealth or the relevant Minister; or
- (iii) the person to whom the Minister referred to in (i) above has delegated all his powers or functions under the said City Area Leases Act 1936 or any Statute or Ordinance in substitution therefor;

5. In this Lease "Minister" means the Territory Minister for the time being administering the City Area Leases Act 1936 or any Statute or Ordinance substituted therefor.

6. In this Lease "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;

IN WITNESS whereof the Territory on behalf of the Commonwealth and the Lessee have executed this Lease.

Dated this *twenty second* day of *June* 19 *90*

SIGNED SEALED AND DELIVERED

by STUART COLLINS
Delegate of the Territory
Minister for and on behalf of
the Commonwealth in the
presence of:

Stuart Collins

M Jenkinsen

The Common Seal of THE AUSTRALIAN
PRIVATE HOSPITALS ASSOCIATION LIMITED)
was hereunto affixed by resolution
of the Board of Directors in the
presence of

David J. Bentley
[Signature]
DIRECTOR



L. Ryan
L. RYAN, Deputy
Registrar of Titles



No 715646 Certified copy of a special Resolution altering the articles of the corporation having been produced, such special resolution is hereby registered

I dated **1 FEB 1991** at *ten* o'clock in the *fore* noon



[Signature]
Registrar of Titles