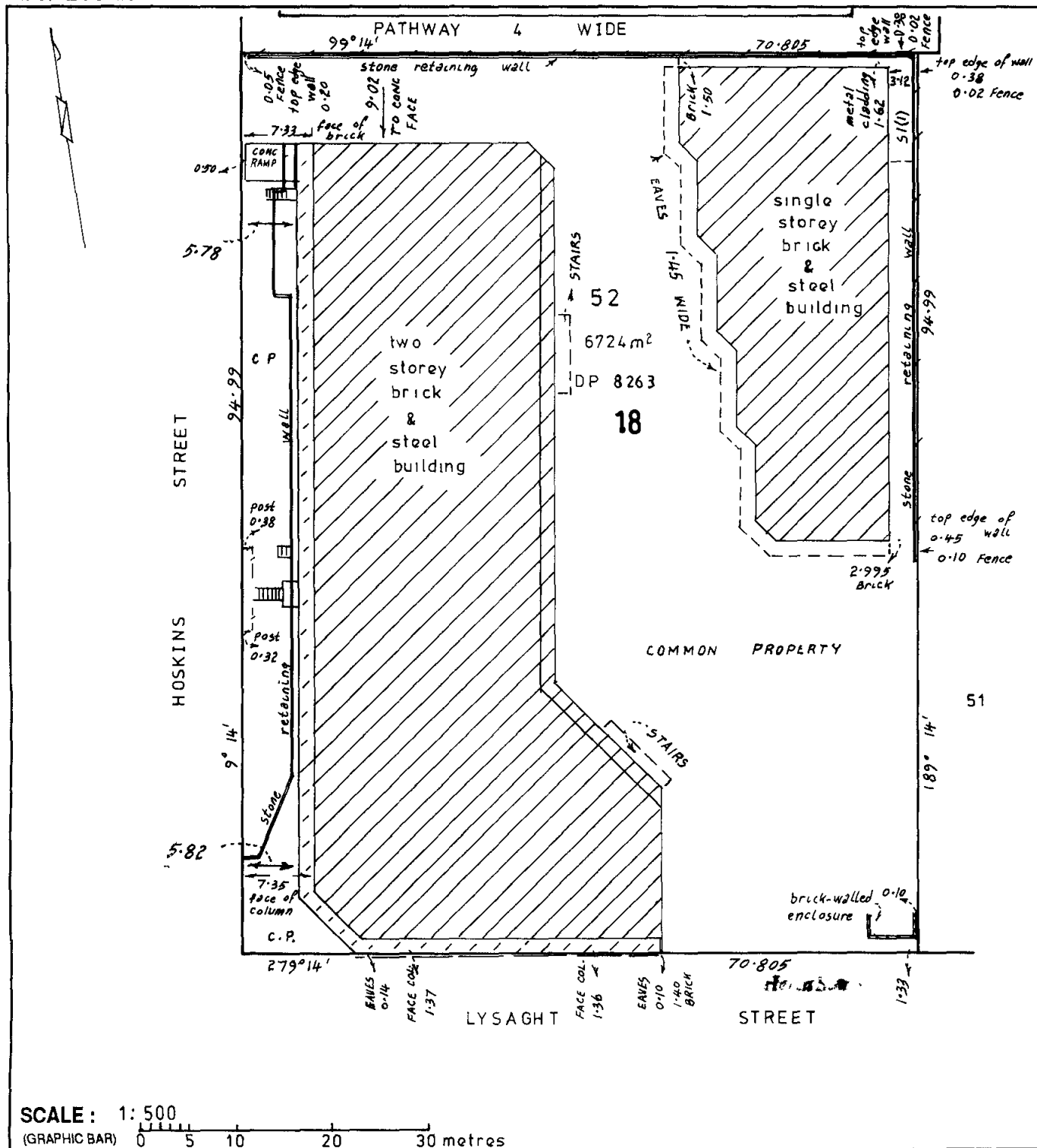


UNITS PLAN No 856

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK
GUNGAHLIN MITCHELL	18	52

2. SITE PLAN



3. EXECUTION

	<p>C. R. Samundsett 21/8/1992 Surveyor</p>	<p> Helen Sims Delegate of the Minister</p>
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XUP 14400

FORM 1

Real Property (Unit Titles) Ordinance 1970

UNITS PLAN NO. 856

Block 52 Section 18 Division of MITCHELL
 Register Book Volume 1291 Folio 77 Deposited Plan No 8263

Address of the Corporation for service of documents C/- MARLOW BLUMH CHARTERED
ACCOUNTANTS, 8th FLOOR, STATE BANK BUILDING, 61, LONDON
CIRCUIT CANBERRA A.C.T. 2601

I, COLIN SAMUNSETT of P.O. BOX 3345, MANUKA, A.C.T. 2603
 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 12/11/1992
2. the diagram on sheet(s) 1, 4, 5 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 EIGHTH day of DECEMBER 1992

C. R. Samunsett
 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 fourth day of MARCH 1993

Helen Sims
 Minister for the Arts, Sport, the
 Environment, Tourism and Territories
 Delegate of the Minister

Registered by me on the NINTH day of MARCH 1993
 at THREE o'clock in the AFTER noon, the number allocated to
 the Units Plan being 856

The terms of the leases of the units and the lease of the common property expire on the TWENTY FIFTH
 day of MARCH 2004



B. J. McCarthy
 B. J. MCCARTHY DEPUTY
 Registrar of Titles

UNITS PLAN No. 856

DISTRICT/DIVISION GUNGAHLIN MITCHELL SECTION 18 BLOCK 52

2

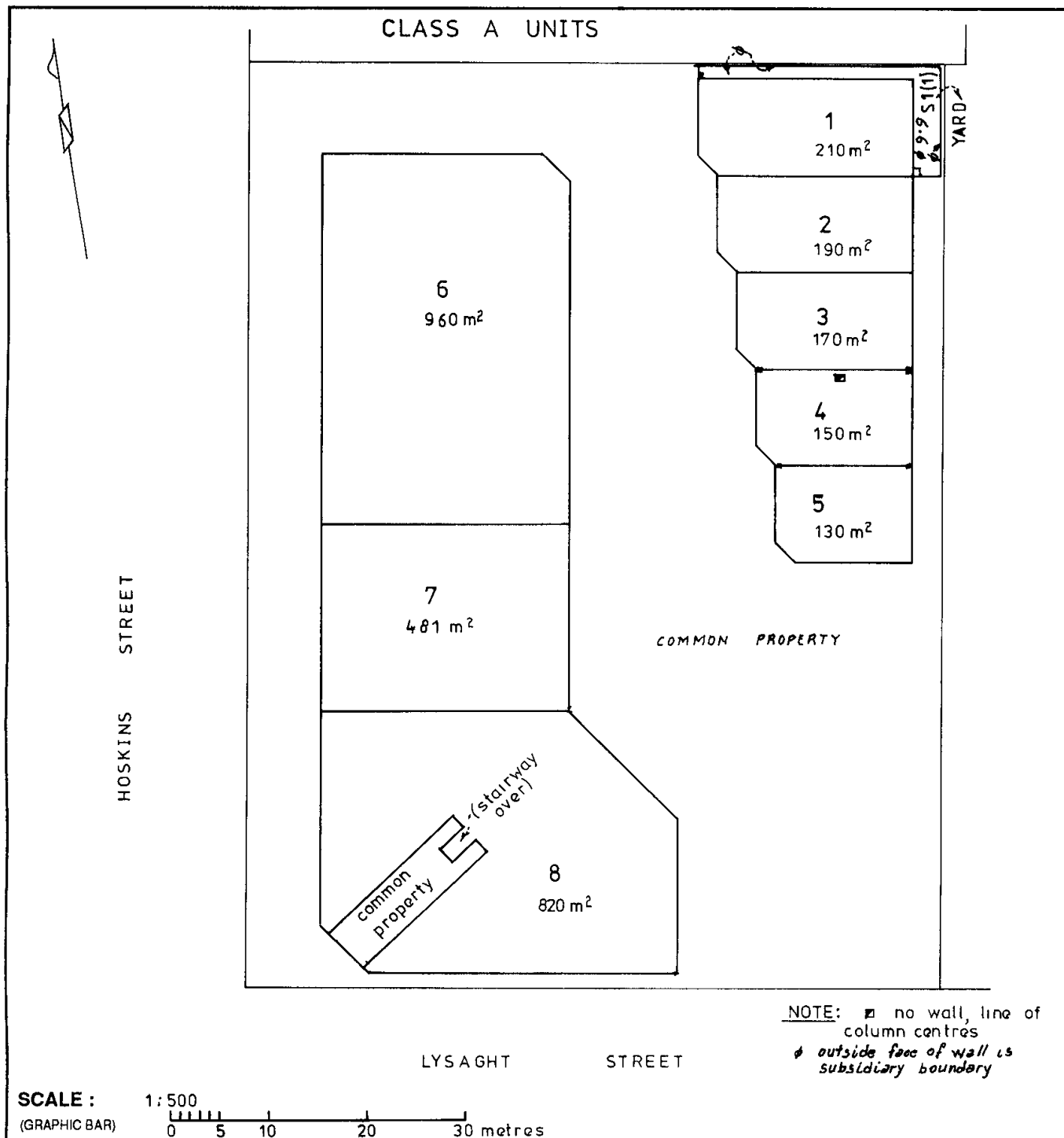
UNITS PLAN No 856

1. LAND




DISTRICT/DIVISION	SECTION	BLOCK
GUNGAHLIN MITCHELL	18	52

2. FLOOR NUMBER - GROUND

3. FLOOR PLAN



3. EXECUTION

  <p>Applicant</p>	 <p>Delegate of the Minister</p>
--	---

UNITS PLAN No ...856...

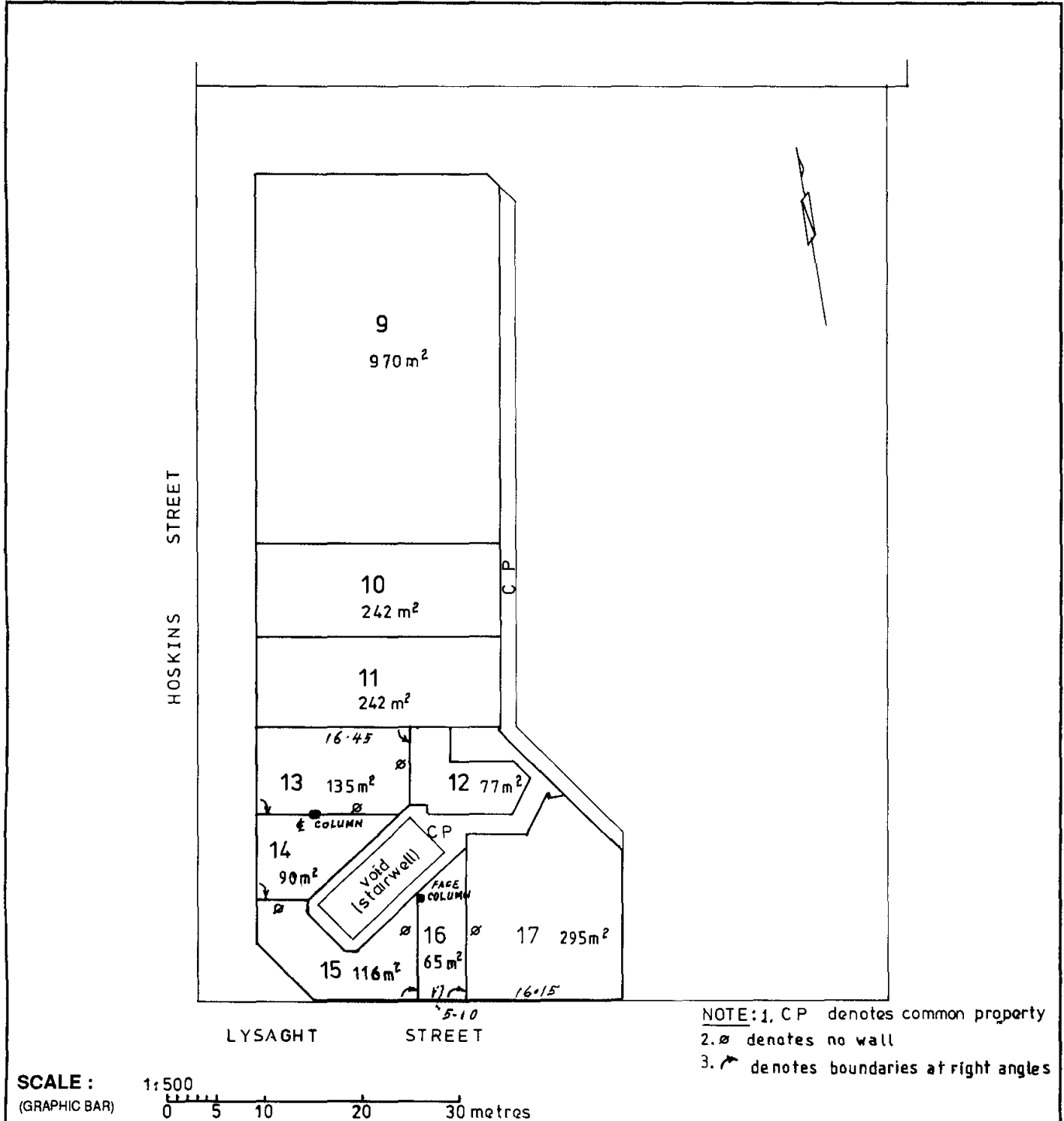
1. LAND

DISTRICT/DIVISION	SECTION	BLOCK
GUNGAHLIN MITCHELL	18	52

2. FLOOR NUMBER - FIRST

3. FLOOR PLAN

CLASS A UNITS



SCALE : 1:500
 (GRAPHIC BAR) 0 5 10 20 30 metres

3. EXECUTION

<p><i>S. Mitchell</i> Applicant</p> <p>Common Seal ACN 008 547 19</p>	<p><i>Helen Sims</i> Delegate of the Minister</p>
--	--

Form 4

Real Property (Units Titles) Act 1970

UNITS PLAN NO 856

Block 52 Section 18 Division of MITCHELL

**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 twenty fifth day of March Two thousand and eighty four. |
| 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. |
| | 3. | The Lessees of each of the Units Nos 1-17 inclusive covenants with the Commonwealth of Australia (hereinafter called "the Commonwealth") in respect of his relevant unit as follows: |
| | (a) | to pay to the Territory 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 Territory relating thereto and served on the Lessee; |
| | (b) | to pay to the Territory or any statutory authority his proportion being the proportion the unit entitlement bears to the aggregate unit entitlement of all the units of any amounts payable by the Corporation to the Territory or a statutory authority (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 or common property) and without limiting the generality thereof under the provisions of the Land (Planning and Environment) Act 1991 and the Unit Titles Act 1970; |
| PURPOSE | (c) | To use Units 1-17 for the following purposes only: |
| | i) | any manufacturing process; |
| | ii) | the repairing and servicing of equipment machinery appliances and other goods; |
| | iii) | storage and wholesale distribution of goods; |



Mitchell



- iv) hiring or installation of machinery mechanical equipment and appliances;
- v) the sale of new and used motor vehicles;

AND IN ADDITION to these uses Units 4-5 and 7-9 may also be used for:

- vi) the sale of furniture and carpet not exceeding a gross floor area of:
 - Unit 4 - 50 square metres;
 - Unit 5 - 50 square metres;
 - Unit 7 - 100 square metres;
 - Unit 8 - 200 square metres;
 - Unit 9 - 600 square metres;

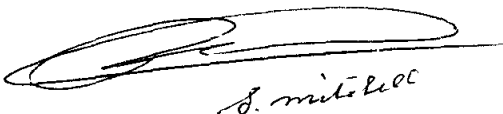
AND Units 8-17 may be used for:

- vii) office space not exceeding a gross floor area of:
 - Unit 8 - 400 square metres;
 - Unit 9 - 50 square metres;
 - Unit 10 - 75 square metres;
 - Unit 11 - 75 square metres;
 - Unit 12 - 30 square metres;
 - Unit 13 - 50 square metres;
 - Unit 14 - 40 square metres;
 - Unit 15 - 50 square metres;
 - Unit 16 - 30 square metres;
 - Unit 17 - 200 square metres;

BUT EXCLUDING any use of the premises which causes injury to or prejudicially affects the amenity of the area by the emission of noise vibration smell fumes ash smoke waste water or waste products girt oil or otherwise; and

PROVIDED ALWAYS THAT within the meaning of this clause "wholesale" means the sale or supply of goods in bulk for the purpose of resale and "manufacturing process" means the making of articles by physical labour or machinery and does not include the retail sale of those goods;


- | | | |
|--------------------------|-----|--|
| GROSS FLOOR AREA | (d) | That the gross floor area of the building on the said parcel shall not exceed 6724 square metres and shall not be less than 2017 square metres; |
| MANUFACTURING(e) PROCESS | (e) | That the Lessee shall give prior notice in writing to the Territory of the processes to be conducted on the premises and of the wastes to be produced and of any substantial variation to the processes or the wastes; |



J. Mitchell



- SERVICE AREAS** (f) 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** (g) 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** (h) 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** (i) 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 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** (j) 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** (k) 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.
4. 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.



S Mitchell



5. 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

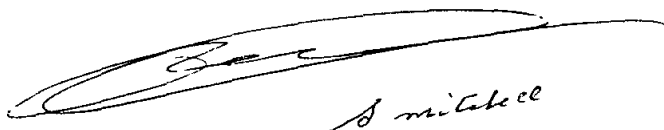
the Territory on behalf of the Commonwealth may determine this lease but without prejudice to any claim which the Territory or the Commonwealth may have against the Lessee in respect of any breach of the covenants on the part of the Lessee to be observed or performed;

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;

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;



J Mitchell



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 Minister;
 - (ii) an authority or person for the time being authorised by the Minister or by law to exercise those powers or functions of the Territory the Commonwealth or the respective Minister; or
 - (iii) the person to whom the Minister has delegated all his powers or functions under the said Land (Planning and Environment) Act 1991 or any Statute or Ordinance in substitution therefor;

INTERPRETATION 6. In this schedule 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. ~~856~~';
- (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 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;

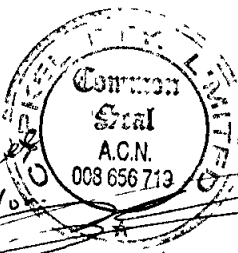


S Mitchell



- (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 Land (Planning and Environment) Act 1991 or any Statute or Ordinance substituted therefor.
- (g) "Respective Ministers" means any Minister of State of the Commonwealth or any Minister for the Territory;
- (h) "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 (Commonwealth);

Dated this fourth day of March 1993



The Common Seal of
CYPKEL PTY LIMITED
was hereunto affixed by
authority of the Board
of Directors in the
presence of:


Helen Sims

Delegate of the Minister

Director
Applicant: CYPKEL PTY. LIMITED A.C.N. 008 656 719

Form 5

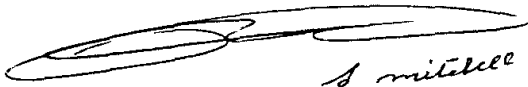
Real Property (Unit Titles) Act 1970

UNITS PLAN NO 856

Block 52 Section 18 Division of MITCHELL

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 twenty fifth day of March Two thousand and eighty four.
2. The rent reserved by and payable under the lease is Five cents per annum if and when demanded.
3. The Proprietors - Units Plan No. 856 (hereinafter called "the Corporation") covenant with the Commonwealth of Australia (hereinafter called "the Commonwealth") as follows:-
 - (a) To pay to the Territory 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) 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;
 - (c) At all times during the term of the lease maintain repair and keep in repair to the satisfaction of the Territory all buildings or part of buildings landscaping hardstanding car parking sufficient to accommodate carparking spaces at the rate of:
 - i) 2.5 car parking spaces per 100 square metres or part thereof of the gross floor area of the building used for offices;
 - ii) one car parking space per 100 square metres or part thereof of the gross floor area of the building for any other use;and all other improvements on the common property;
 - (d) 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 Territory;
 - (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



S. Mitchell



J. H. H. H.

Form 5

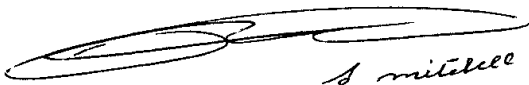
Real Property (Unit Titles) Act 1970

UNITS PLAN NO 856

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 - (b) 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;
 - (c) At all times during the term of the lease maintain repair and keep in repair to the satisfaction of the Territory all buildings or part of buildings landscaping hardstanding car parking sufficient to accommodate carparking spaces at the rate of:
 - i) 2.5 car parking spaces per 100 square metres or part thereof of the gross floor area of the building used for offices;
 - ii) one car parking space per 100 square metres or part thereof of the gross floor area of the building for any other use;and all other improvements on the common property;
 - (d) 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 Territory;
 - (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



J Mitchell



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;
- (h) 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 Minister
- (ii) an authority or person for the time being authorised by the Minister or by law to exercise those powers or functions of the Territory the Commonwealth or the respective Ministers; or
- (iii) the person to whom the Minister has delegated all his powers or functions under the said Land (Planning and Environment) Act 1991 or any Statute or Ordinance in substitution therefor;

5. "Minister" means the Territory Minister for the time being administering the Land (Planning and Environment) Act 1991 or any Statute or Ordinance substituted therefor.

6. "the Respective Ministers" means the Minister of State of the Commonwealth or any Minister for the Territory;

7. "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 (Commonwealth);



8. "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;

Dated this... *fourth* day of... *March* 1993



The Common Seal of
CYPKEL PTY LIMITED
was hereunto affixed by
authority of the Board
of Directors in the
presence of:

Helen Sims
Helen Sims
Delegate of the Minister

Applicant: CYPKEL PTY. LIMITED A.C.N. 008 656 719

B. J. McCarthy
Registrar of Titles
B. J. MCCARTHY DEPUTY

No. 851104 Certified copy of a special
Resolution altering the articles of the
corporation having been produced such
special resolution is hereby registered

24 JUN 1993

Entered at ten o'clock in
the fore noon Winehamanda

S. VINEHANANDA
S. VINEHANANDA Deputy
Registrar of Titles

No. 873279 Pursuant to S. 72A Real Property
Act 1925, the CROWN LEASE is varied in the manner
set out in the within instrument.

Entered 22 NOV 1993 at TEN o'clock
in the FORE noon Marty

B. J. McCarthy
B. J. MCCARTHY
DEPUTY REGISTRAR-GENERAL

