

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 2/1080386

SEARCH DATE	TIME	EDITION NO	DATE
7/9/2015	10:10 AM	5	5/8/2010

LAND

LOT 2 IN DEPOSITED PLAN 1080386
AT NEW LAMBTON HEIGHTS
LOCAL GOVERNMENT AREA NEWCASTLE
PARISH OF NEWCASTLE COUNTY OF NORTHUMBERLAND
TITLE DIAGRAM DP1080386

FIRST SCHEDULE

HEALTHSCOPE LIMITED (T AF647552)

SECOND SCHEDULE (26 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 D268968 COVENANT
- 3 C546550 EASEMENT FOR DRAINAGE (J) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 4 DP876245 EASEMENT FOR SERVICES VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED
- 5 DP876245 RIGHT OF WAY VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED
- 6 DP876245 EASEMENT FOR GAS PIPELINE OVER EXISTING LINE OF PIPE (APPROXIMATE POSITION) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 7 DP876245 EASEMENT FOR CAR PARKING 5.5 WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 8 DP876245 POSITIVE COVENANT
- 9 DP876245 RESTRICTION(S) ON THE USE OF LAND
- 10 DP1065634 RIGHT OF WAY VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 11 DP1065634 RIGHT OF WAY 7 METRE(S) WIDE AND VARIABLE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 12 DP1065634 EASEMENT FOR SERVICES VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED
- 13 DP1080386 RIGHT OF ACCESS 6 METRE(S) WIDE AND VARIABLE (F) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 14 DP1080386 EASEMENT FOR UNLOADING BULK LIQUID OXYGEN 6 WIDE (G) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 15 DP1080386 EASEMENT FOR BULK LIQUID OXYGEN TANK 4 WIDE (H) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 16 DP1080386 EASEMENT FOR WATER AND ELECTRICITY SERVICES OVER

END OF PAGE 1 - CONTINUED OVER

FOLIO: 2/1080386

PAGE 2

SECOND SCHEDULE (26 NOTIFICATIONS) (CONTINUED)

- EXISTING LINE OF PIPES AND CABLES (J) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 17 DP1080386 EASEMENT FOR BULK LIQUID OXYGEN PIPE OVER EXISTING LINE OF PIPE (K) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 18 DP1080386 RIGHT OF ACCESS 6.2 METRE(S) WIDE LIMITED IN HEIGHT AND DEPTH (P) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 19 DP1080386 EASEMENT FOR PARKING 5.5 WIDE AND LIMITED IN HEIGHT AND DEPTH (Q) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 20 DP1080386 EASEMENT FOR UNDERGROUND ELECTRICITY CABLES AND ACCESS 2 METRE(S) WIDE (N) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 21 DP1080386 EASEMENT FOR ELECTRICITY SUBSTATION AND ACCESS VARIABLE WIDTH AND LIMITED IN HEIGHT (R) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 22 DP1080386 EASEMENT TO DRAIN WATER 2 METRE(S) WIDE (X) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 23 DP1080386 EASEMENT TO DRAIN WATER VARIABLE WIDTH (Z) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 24 AD573409 LEASE TO NEWCASTLE PRIVATE HOSPITAL PTY LIMITED EXPIRES: 31/5/2020. OPTION OF RENEWAL: 5 YEARS WITH A FURTHER OPTION OF 5 YEARS.
- AF112413 LEASE OF LEASE AD573409 TO ELRA PROPERTIES PTY LTD OF COFFEE SHOP ON GROUND LEVEL, NEWCASTLE PRIVATE HOSPITAL, 2 LOOK OUT ROAD NEW LAMBTON HEIGHTS. EXPIRES: 26/10/2013. OPTION OF RENEWAL: 4 YEARS AND A FURTHER OPTION OF 4 YEARS.
- * AF863575 LEASE OF LEASE AD573409 TO APHS (HOLDINGS) PTY LIMITED OF ROOM M127, GROUND FLOOR, KINGSTON BUILDING, NEWCASTLE PRIVATE HOSPITAL, 2 LOOKOUT ROAD, NEW LAMBTON HEIGHTS. EXPIRES: 31/8/2013. OPTION OF RENEWAL: 2 YEARS WITH ONE FURTHER OPTION OF 2 YEARS.
- * AG837247 MORTGAGE OF LEASE AF863575 TO COMMONWEALTH BANK OF AUSTRALIA
- * AI905771 LEASE OF LEASE AD573409 TO MARK DAVIS OF THE "PHARMACY", GROUND FLOOR, NEWCASTLE PRIVATE HOSPITAL, LOOKOUT ROAD, NEW LAMBTON. EXPIRES: 31/7/2016. OPTION OF RENEWAL: 3 YEARS.
- 25 AF647553 MORTGAGE TO NIB HEALTH FUNDS LIMITED
- * 26 DP1197237 EASEMENT FOR DRAINAGE OF WATER 2 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED

END OF PAGE 2 - CONTINUED OVER

37842

PRINTED ON 7/9/2015

FOLIO: 2/1080386

PAGE 3

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

37842

PRINTED ON 7/9/2015

* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 96B(2) of the Real Property Act 1900.

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 401/1197237

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
7/9/2015	10:10 AM	2	28/5/2015

LAND

LOT 401 IN DEPOSITED PLAN 1197237
AT NEW LAMBTON HEIGHTS
LOCAL GOVERNMENT AREA NEWCASTLE
PARISH OF NEWCASTLE COUNTY OF NORTHUMBERLAND
TITLE DIAGRAM DP1197237

FIRST SCHEDULE

HUNTER NEW ENGLAND LOCAL HEALTH DISTRICT

SECOND SCHEDULE (36 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 C546550 EASEMENT FOR DRAINAGE APPURTENANT TO THE PART(S)
SHOWN SO BENEFITED IN THE TITLE DIAGRAM
- 3 D268968 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN
THE TITLE DIAGRAM.
- 4 Q991927 EASEMENT FOR WATERMAIN, PIPELINE AND CONTROL LINE
3.66 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO
BURDENED IN THE TITLE DIAGRAM
DP1146580 RELEASED AS TO THE PART EXCLUDING THE AREA
DESIGNATED (E) IN DP1146580
- 5 Y73466 EASEMENT FOR ELECTRICITY TRANSMISSION LINE AND
ACCESS 20.5 METRE(S) WIDE AFFECTING THE PART(S) SHOWN
SO BURDENED IN THE TITLE DIAGRAM
- 6 DP876245 EASEMENT FOR SERVICES VARIABLE WIDTH AFFECTING THE
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 7 DP876245 RIGHT OF WAY VARIABLE WIDTH APPURTENANT TO THE
PART(S) SHOWN SO BENEFITED IN THE TITLE DIAGRAM
- 8 DP876245 RIGHT OF WAY VARIABLE WIDTH REFERRED TO AND NUMBERED
(8) IN THE S.88B INSTRUMENT AFFECTING THE SITE
DESIGNATED (H) IN THE TITLE DIAGRAM
- 9 DP876245 RIGHT OF WAY VARIABLE WIDTH REFERRED TO AND NUMBERED
(9) IN THE S.88B INSTRUMENT AFFECTING THE SITE
DESIGNATED (J) IN THE TITLE DIAGRAM
- 10 DP876245 EASEMENT FOR WATERMAIN OVER EXISTING LINES OF PIPE
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE
DIAGRAM
- 11 DP876245 EASEMENT FOR GAS PIPELINE OVER EXISTING LINES OF
PIPE APPURTENANT TO THE PART(S) SHOWN SO BENEFITED IN
THE TITLE DIAGRAM

END OF PAGE 1 - CONTINUED OVER

FOLIO: 401/1197237

PAGE 2

SECOND SCHEDULE (36 NOTIFICATIONS) (CONTINUED)

- 12 DP876245 EASEMENT FOR SEWER LINE OVER EXISTING LINE OF PIPE APPURTENANT TO THE PART(S) SHOWN SO BENEFITED IN THE TITLE DIAGRAM
- 13 DP876245 EASEMENT TO DRAIN WATER 2 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 14 DP876245 EASEMENT FOR WATER SUPPLY LINE OVER EXISTING LINE OF PIPE APPURTENANT TO THE PART(S) SHOWN SO BENEFITED IN THE TITLE DIAGRAM
- 15 DP1053492 RIGHT OF CARRIAGEWAY VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 16 DP1053492 EASEMENT FOR ELECTRICITY TRANSMISSION LINE AND ACCESS THERETO 15 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 17 DP1053492 EASEMENT FOR ELECTRICITY TRANSMISSION LINE AND ACCESS THERETO 15 METRE(S) WIDE AND VARIABLE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 18 DP1065634 RIGHT OF WAY 7 METRE(S) WIDE AND VARIABLE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 19 DP1065634 EASEMENT FOR SERVICES VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 20 DP1080386 EASEMENT FOR WATERMAIN 2 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 21 DP1080386 EASEMENT FOR UNDERGROUND ELECTRICITY CABLES AND ACCESS 2 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 22 DP1080386 EASEMENT FOR OVERHEAD ELECTRICITY CABLES AND ACCESS 15 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 23 DP1080386 EASEMENT TO DRAIN WATER 2 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 24 DP1080386 EASEMENT TO DRAIN WATER 2 METRE(S) WIDE (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 25 DP1080386 EASEMENT TO DRAIN WATER VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 26 AE638950 LEASE TO TELSTRA CORPORATION LIMITED OF THE PART SHOWN HATCHED IN PLAN WITH AE638950. EXPIRES: 22/9/2014.
- 27 DP1146580 EASEMENT FOR WATER MAIN 4 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 28 AG559611 LEASE TO VODAFONE NETWORK PTY LIMITED OF VODAFONE BTS SITE NO. 2335B AND SHOWN HATCHED IN PLAN WITH 8390511. EXPIRES: 30/9/2017.
- 29 DP1197237 RIGHT OF CARRIAGEWAY 11 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 30 DP1197237 EASEMENT FOR INNER PROTECTION ZONE 50 METRE(S) WIDE

END OF PAGE 2 - CONTINUED OVER

37842

PRINTED ON 7/9/2015

FOLIO: 401/1197237

PAGE 3

SECOND SCHEDULE (36 NOTIFICATIONS) (CONTINUED)

-
- AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE
DIAGRAM
- 31 DP1197237 EASEMENT FOR OUTER PROTECTION ZONE 20 METRE(S) WIDE
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE
DIAGRAM
- 32 DP1197237 EASEMENT FOR DRAINAGE OF WATER 2 METRE(S) WIDE
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE
DIAGRAM
- 33 AJ123362 LEASE TO HOSPITAL SOLUTIONS PTY LTD OF SITE "A",
JOHN HUNTER HOSPITAL, SHOPS 1, 2, 5, 6, 8, 13, 15 &
16, 1 LOOKOUT ROAD, NEW LAMBTON HEIGHTS. EXPIRES:
31/7/2018. OPTION OF RENEWAL: 4 YEARS 7 MONTHS.
- 34 AJ123363 LEASE TO HOSPITAL SOLUTIONS PTY LTD SITE "B", JOHN
HUNTER HOSPITAL, SHOPS 4, 10, 11 & 12, 1 LOOKOUT ROAD,
NEW LAMBTON HEIGHTS. EXPIRES: 28/2/2017. OPTION OF
RENEWAL: 6 YEARS.
- 35 AJ123364 LEASE TO HOSPITAL SOLUTIONS PTY LTD OF SITE "C" JOHN
HUNTER HOSPITAL BEING SHOP 14/1 LOOKOUT ROAD, NEW
LAMBTON HEIGHTS,. EXPIRES: 31/8/2018. OPTION OF
RENEWAL: 4 YEARS AND 6 MONTHS.
- 36 AJ123365 LEASE TO HOSPITAL SOLUTIONS PTY LTD OF SHOP 7, JOHN
HUNTER HOSPITAL, 1 LOOKOUT ROAD, NEW LAMBTON HEIGHTS.
EXPIRES: 31/8/2018. OPTION OF RENEWAL: 4 YEARS AND 6
MONTHS.
- AJ128395 LEASE OF LEASE AJ123365 TO DOC PTY LIMITED
EXPIRES: 30/8/2018.

NOTATIONS

UNREGISTERED DEALINGS: PP DP1194054.

*** END OF SEARCH ***

37842

PRINTED ON 7/9/2015

* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 96B(2) of the Real Property Act 1900.

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 402/1197237

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
7/9/2015	10:10 AM	2	13/8/2015

LAND

LOT 402 IN DEPOSITED PLAN 1197237
AT NEW LAMBTON HEIGHTS
LOCAL GOVERNMENT AREA NEWCASTLE
PARISH OF NEWCASTLE COUNTY OF NORTHUMBERLAND
TITLE DIAGRAM DP1197237

FIRST SCHEDULE

HUNTER NEW ENGLAND LOCAL HEALTH DISTRICT

SECOND SCHEDULE (12 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP876245 RIGHT OF WAY VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED
- 3 DP87625 EASEMENT FOR GAS PIPELINE OVER EXISTING LINES OF PIPE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 4 DP876245 EASEMENT FOR SEWER LINE OVER EXISTING LINES OF PIPE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 5 DP876245 EASEMENT FOR WATER SUPPLY LINE OVER EXISTING LINES OF PIPE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 6 DP1080386 EASEMENT TO DRAIN WATER 2 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- * 7 AI670808 CAVEAT BY NEWCASTLE PRIVATE HOSPITAL PTY LIMITED
- 8 DP1197237 RIGHT OF CARRIAGEWAY 11 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 9 DP1197237 EASEMENT FOR INNER PROTECTION ZONE 50 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 10 DP1197237 EASEMENT FOR OUTER PROTECTION ZONE 20 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 11 DP1197237 EASEMENT FOR DRAINAGE OF WATER 2 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 12 AJ728558 POSITIVE COVENANT

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 1/SP60845

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
7/9/2015	10:17 AM	5	6/4/2010

LAND

LOT 1 IN STRATA PLAN 60845
AT RANKIN PARK
LOCAL GOVERNMENT AREA NEWCASTLE

FIRST SCHEDULE

SPW RAYMOND PTY LIMITED (T AD973502)

SECOND SCHEDULE (8 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP60845
- 2 SP60845 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED 1 IN THE SEC. 88B INSTRUMENT
- 3 SP60845 RESTRICTION(S) ON THE USE OF LAND REFERED TO AND
NUMBERED 4 IN THE SEC. 88B INSTRUMENT
- 4 DP1080386 RIGHT OF ACCESS 6 METRE(S) WIDE AND VARIABLE (F)
APPURTENANT TO THE LAND ABOVE DESCRIBED
- 5 DP1080386 RIGHT OF ACCESS 6.2 METRE(S) WIDE LIMITED IN HEIGHT
AND DEPTH (P) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 6 DP1080386 EASEMENT FOR PARKING 5.5 WIDE AND LIMITED IN HEIGHT
AND DEPTH (Q) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 7 AD973503 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA
- 8 AF410217 LEASE TO HUNTER IVF PTY LIMITED EXPIRES: 17/6/2010.
OPTION OF RENEWAL: 3 YEARS.

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 2/SP60845

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
7/9/2015	10:17 AM	6	31/1/2014

LAND

LOT 2 IN STRATA PLAN 60845
AT RANKIN PARK
LOCAL GOVERNMENT AREA NEWCASTLE

FIRST SCHEDULE

ANDREW KEITH HEDGES
ELISABETH STUART HEDGES
AS JOINT TENANTS (T AI341276)

SECOND SCHEDULE (7 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP60845
- 2 SP60845 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED 1 IN THE SEC. 88B INSTRUMENT
- 3 SP60845 RESTRICTION(S) ON THE USE OF LAND REFERED TO AND
NUMBERED 4 IN THE SEC. 88B INSTRUMENT
- 4 DP1080386 RIGHT OF ACCESS 6 METRE(S) WIDE AND VARIABLE (F)
APPURTENANT TO THE LAND ABOVE DESCRIBED
- 5 DP1080386 RIGHT OF ACCESS 6.2 METRE(S) WIDE LIMITED IN HEIGHT
AND DEPTH (P) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 6 DP1080386 EASEMENT FOR PARKING 5.5 WIDE AND LIMITED IN HEIGHT
AND DEPTH (Q) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 7 AE522179 LEASE TO ANDREW KEITH HEDGES & HUNTER IVF PTY
LIMITED EXPIRES: 31/3/2011. OPTION OF RENEWAL: SEE
LEASE.

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 3/SP60845

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
7/9/2015	10:17 AM	4	23/3/2009

LAND

LOT 3 IN STRATA PLAN 60845
AT RANKIN PARK
LOCAL GOVERNMENT AREA NEWCASTLE

FIRST SCHEDULE

ANDREW KEITH HEDGES
ELIZABETH STUART HEDGES
AS JOINT TENANTS (T AD132735)

SECOND SCHEDULE (4 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP60845
- 2 SP60845 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED 1 IN THE SEC. 88B INSTRUMENT
- 3 SP60845 RESTRICTION(S) ON THE USE OF LAND REFERED TO AND
NUMBERED 4 IN THE SEC. 88B INSTRUMENT
- 4 AE521629 LEASE TO HUNTER IVF PTY LIMITED EXPIRES: 31/3/2011.
OPTION OF RENEWAL: SEE DEALING.

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 4/SP60845

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
7/9/2015	10:17 AM	9	22/9/2011

LAND

LOT 4 IN STRATA PLAN 60845
AT RANKIN PARK
LOCAL GOVERNMENT AREA NEWCASTLE

FIRST SCHEDULE

MIKAZA PTY LIMITED
IN 825/1000 SHARE
SYLVIA DENISE FINN
IN 175/1000 SHARE
AS TENANTS IN COMMON (T AG513183)

SECOND SCHEDULE (5 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP60845
- 2 DP1080386 RIGHT OF ACCESS 6 METRE(S) WIDE AND VARIABLE (F)
APPURTENANT TO THE LAND ABOVE DESCRIBED
- 3 DP1080386 RIGHT OF ACCESS 6.2 METRE(S) WIDE LIMITED IN HEIGHT
AND DEPTH (P) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 4 DP1080386 EASEMENT FOR PARKING 5.5 WIDE AND LIMITED IN HEIGHT
AND DEPTH (Q) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 5 AG201693 LEASE TO DAVPOC PTY LTD OF 4/20 LOOKOUT RD, NEW
LAMBTON. EXPIRES: 23/1/2016. OPTION OF RENEWAL: 5
YEARS WITH A FURTHER OPTION OF 5 YEARS.

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 5/SP60845

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
7/9/2015	10:17 AM	4	5/8/2010

LAND

LOT 5 IN STRATA PLAN 60845
AT RANKIN PARK
LOCAL GOVERNMENT AREA NEWCASTLE

FIRST SCHEDULE

HEALTHSCOPE LIMITED (T AF647552)

SECOND SCHEDULE (13 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP60845
- 2 SP60845 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED 1 IN THE SEC. 88B INSTRUMENT
- 3 SP60845 RESTRICTION(S) ON THE USE OF LAND REFERED TO AND
NUMBERED 4 IN THE SEC. 88B INSTRUMENT
- 4 DP1080386 RIGHT OF ACCESS 6 METRE(S) WIDE AND VARIABLE (F)
APPURTENANT TO THE LAND ABOVE DESCRIBED
- 5 DP1080386 EASEMENT FOR UNLOADING BULK LIQUID OXYGEN 6 WIDE (G)
APPURTENANT TO THE LAND ABOVE DESCRIBED
- 6 DP1080386 EASEMENT FOR BULK LIQUID OXYGEN TANK 4 WIDE (H)
APPURTENANT TO THE LAND ABOVE DESCRIBED
- 7 DP1080386 EASEMENT FOR WATER AND ELECTRICITY SERVICES OVER
EXISTING LINE OF PIPES AND CABLES (J) APPURTENANT TO
THE LAND ABOVE DESCRIBED
- 8 DP1080386 EASEMENT FOR BULK LIQUID OXYGEN PIPE OVER EXISTING
LINE OF PIPE (K) APPURTENANT TO THE LAND ABOVE
DESCRIBED
- 9 DP1080386 RIGHT OF ACCESS 6.2 METRE(S) WIDE LIMITED IN HEIGHT
AND DEPTH (P) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 10 DP1080386 EASEMENT FOR PARKING 5.5 WIDE AND LIMITED IN HEIGHT
AND DEPTH (Q) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 11 DP1080386 EASEMENT FOR VACUUM PIPE SYSTEM OVER EXISTING LINE OF
PIPE (S) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 12 AD573409 LEASE TO NEWCASTLE PRIVATE HOSPITAL PTY LIMITED
EXPIRES: 31/5/2020. OPTION OF RENEWAL: 5 YEARS WITH A
FURTHER OPTION OF 5 YEARS.
- 13 AF647553 MORTGAGE TO NIB HEALTH FUNDS LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

37842

PRINTED ON 7/9/2015

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 6/SP60845

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
7/9/2015	10:17 AM	2	22/3/2000

LAND

LOT 6 IN STRATA PLAN 60845
AT RANKIN PARK
LOCAL GOVERNMENT AREA NEWCASTLE

FIRST SCHEDULE

PAUL JEROME WALKER
KRYSLA TERESA WALKER
AS JOINT TENANTS (T 6656339)

SECOND SCHEDULE (3 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP60845
- 2 SP60845 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED 1 IN THE SEC. 88B INSTRUMENT
- 3 SP60845 RESTRICTION(S) ON THE USE OF LAND REFERED TO AND
NUMBERED 4 IN THE SEC. 88B INSTRUMENT

NOTATIONS

NOTE: THE CERTIFICATE OF TITLE FOR THIS FOLIO OF THE REGISTER DOES
NOT INCLUDE SECURITY FEATURES INCLUDED ON COMPUTERISED
CERTIFICATES OF TITLE ISSUED FROM 4TH JANUARY, 2004. IT IS
RECOMMENDED THAT STRINGENT PROCESSES ARE ADOPTED IN VERIFYING THE
IDENTITY OF THE PERSON(S) CLAIMING A RIGHT TO DEAL WITH THE LAND
COMPRISED IN THIS FOLIO.

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 7/SP60845

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
7/9/2015	10:17 AM	4	5/8/2010

LAND

LOT 7 IN STRATA PLAN 60845
AT RANKIN PARK
LOCAL GOVERNMENT AREA NEWCASTLE

FIRST SCHEDULE

HEALTHSCOPE LIMITED (T AF647552)

SECOND SCHEDULE (8 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP60845
- 2 SP60845 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED 1 IN THE SEC. 88B INSTRUMENT
- 3 SP60845 RESTRICTION(S) ON THE USE OF LAND REFERED TO AND
NUMBERED 4 IN THE SEC. 88B INSTRUMENT
- 4 DP1080386 RIGHT OF ACCESS 6 METRE(S) WIDE AND VARIABLE (F)
APPURTENANT TO THE LAND ABOVE DESCRIBED
- 5 DP1080386 RIGHT OF ACCESS 6.2 METRE(S) WIDE LIMITED IN HEIGHT
AND DEPTH (P) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 6 DP1080386 EASEMENT FOR PARKING 5.5 WIDE AND LIMITED IN HEIGHT
AND DEPTH (Q) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 7 AD573409 LEASE TO NEWCASTLE PRIVATE HOSPITAL PTY LIMITED
EXPIRES: 31/5/2020. OPTION OF RENEWAL: 5 YEARS WITH A
FURTHER OPTION OF 5 YEARS.
- 8 AF647553 MORTGAGE TO NIB HEALTH FUNDS LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 8/SP60845

SEARCH DATE	TIME	EDITION NO	DATE
7/9/2015	10:17 AM	5	21/10/2010

LAND

LOT 8 IN STRATA PLAN 60845
AT RANKIN PARK
LOCAL GOVERNMENT AREA NEWCASTLE

FIRST SCHEDULE

V L REID & J W LEITCH PTY LIMITED
IN 1/3 SHARE
THAMBAR HOLDINGS PTY LIMITED
IN 1/3 SHARE
JOMAL NOMINEES PTY LIMITED
IN 1/3 SHARE
AS TENANTS IN COMMON (T AF823283)

SECOND SCHEDULE (7 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP60845
- 2 SP60845 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED 1 IN THE SEC. 88B INSTRUMENT
- 3 SP60845 EASEMENT FOR ACCESS AND USE AS A WAITING ROOM
VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED
IN THE TITLE DIAGRAM
- 4 SP60845 RESTRICTION(S) ON THE USE OF LAND REFERED TO AND
NUMBERED 4 IN THE SEC. 88B INSTRUMENT
- 5 DP1080386 RIGHT OF ACCESS 6 METRE(S) WIDE AND VARIABLE (F)
APPURTENANT TO THE LAND ABOVE DESCRIBED
- 6 DP1080386 RIGHT OF ACCESS 6.2 METRE(S) WIDE LIMITED IN HEIGHT
AND DEPTH (P) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 7 DP1080386 EASEMENT FOR PARKING 5.5 WIDE AND LIMITED IN HEIGHT
AND DEPTH (Q) APPURTENANT TO THE LAND ABOVE DESCRIBED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 9/SP60845

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
7/9/2015	10:17 AM	4	22/10/2014

LAND

LOT 9 IN STRATA PLAN 60845
AT RANKIN PARK
LOCAL GOVERNMENT AREA NEWCASTLE

FIRST SCHEDULE

V L REID & J W LEITCH PTY LTD
JOMAL NOMINEES PTY LIMITED
AS TENANTS IN COMMON IN EQUAL SHARES (T A1975467)

SECOND SCHEDULE (4 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP60845
- 2 SP60845 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED 1 IN THE SEC. 88B INSTRUMENT
- 3 SP60845 EASEMENT FOR ACCESS AND USE AS A WAITING ROOM
VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED
- 4 SP60845 RESTRICTION(S) ON THE USE OF LAND REFERED TO AND
NUMBERED 4 IN THE SEC. 88B INSTRUMENT

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 10/SP60845

SEARCH DATE	TIME	EDITION NO	DATE
7/9/2015	10:17 AM	4	5/8/2010

LAND

LOT 10 IN STRATA PLAN 60845
AT RANKIN PARK
LOCAL GOVERNMENT AREA NEWCASTLE

FIRST SCHEDULE

HEALTHSCOPE LIMITED (T AF647552)

SECOND SCHEDULE (13 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP60845
- 2 SP60845 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED 1 IN THE SEC. 88B INSTRUMENT
- 3 SP60845 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED 4 IN THE SEC. 88B INSTRUMENT
- 4 DP1080386 RIGHT OF ACCESS 6 METRE(S) WIDE AND VARIABLE (F)
APPURTENANT TO THE LAND ABOVE DESCRIBED
- 5 DP1080386 EASEMENT FOR UNLOADING BULK LIQUID OXYGEN 6 WIDE (G)
APPURTENANT TO THE LAND ABOVE DESCRIBED
- 6 DP1080386 EASEMENT FOR BULK LIQUID OXYGEN TANK 4 WIDE (H)
APPURTENANT TO THE LAND ABOVE DESCRIBED
- 7 DP1080386 EASEMENT FOR WATER AND ELECTRICITY SERVICES OVER
EXISTING LINE OF PIPES AND CABLES (J) APPURTENANT TO
THE LAND ABOVE DESCRIBED
- 8 DP1080386 EASEMENT FOR BULK LIQUID OXYGEN PIPE OVER EXISTING
LINE OF PIPE (K) APPURTENANT TO THE LAND ABOVE
DESCRIBED
- 9 DP1080386 RIGHT OF ACCESS 6.2 METRE(S) WIDE LIMITED IN HEIGHT
AND DEPTH (P) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 10 DP1080386 EASEMENT FOR PARKING 5.5 WIDE AND LIMITED IN HEIGHT
AND DEPTH (Q) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 11 DP1080386 EASEMENT FOR VACUUM PIPE SYSTEM OVER EXISTING LINE OF
PIPE (S) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 12 AD573409 LEASE TO NEWCASTLE PRIVATE HOSPITAL PTY LIMITED
EXPIRES: 31/5/2020. OPTION OF RENEWAL: 5 YEARS WITH A
FURTHER OPTION OF 5 YEARS.
- 13 AF647553 MORTGAGE TO NIB HEALTH FUNDS LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

37842

PRINTED ON 7/9/2015

DP1080386

Registered 30.6.2005

This is sheet 3 of my plan in 5 sheets dated 10-03-05

Signature

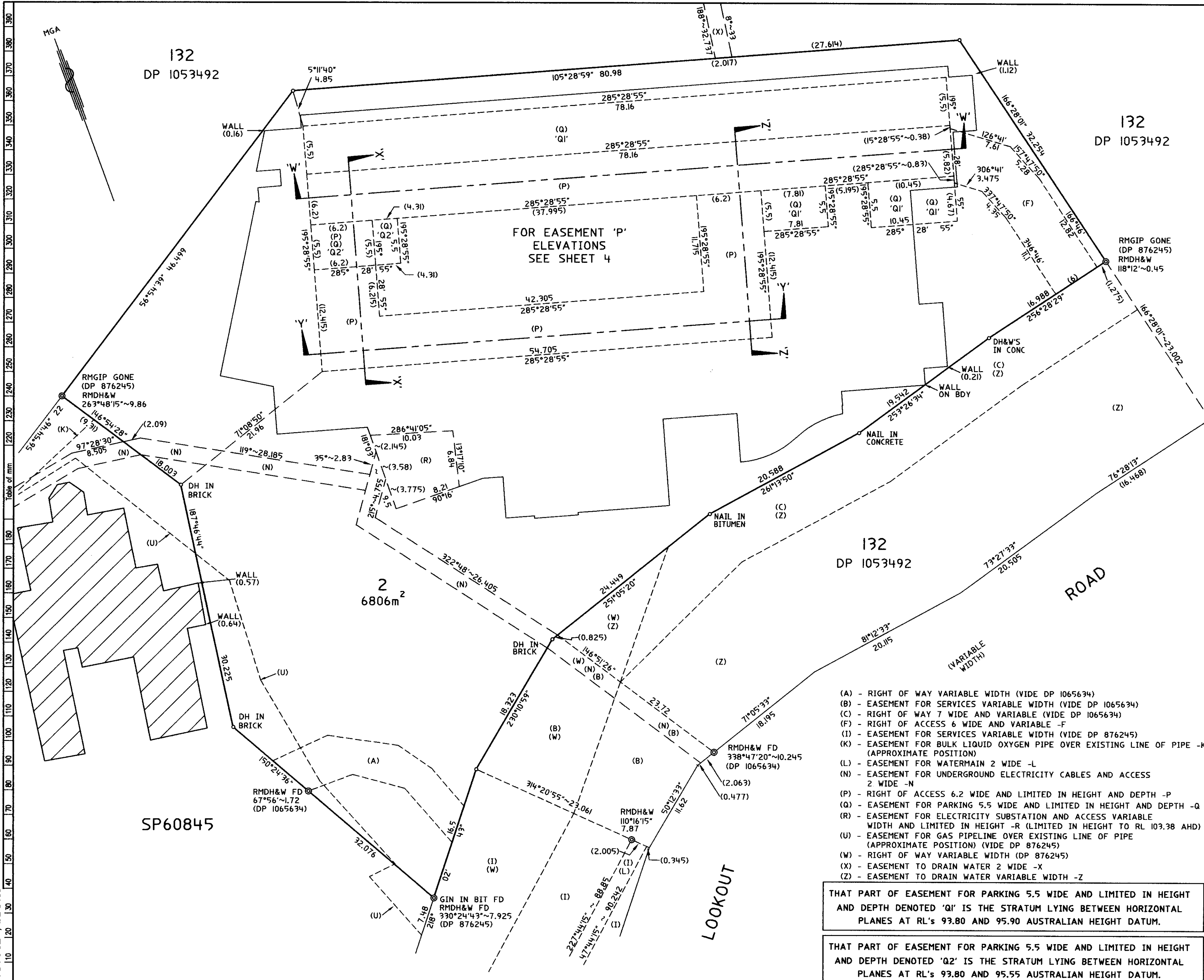
Surveyor registered under the Surveying Act, 2002

This is sheet 3 of the plan of 5 sheets covered by Subdivision Certificate No. 7697 of

G. Nairn 04/05/05
Authorised Person/General Manager/Accredited Certifier

For use where space is insufficient in any panel on Plan Form 2.

*OFFICE USE ONLY



- (A) - RIGHT OF WAY VARIABLE WIDTH (VIDE DP 1065634)
- (B) - EASEMENT FOR SERVICES VARIABLE WIDTH (VIDE DP 1065634)
- (C) - RIGHT OF WAY 7 WIDE AND VARIABLE (VIDE DP 1065634)
- (F) - RIGHT OF ACCESS 6 WIDE AND VARIABLE -F
- (I) - EASEMENT FOR SERVICES VARIABLE WIDTH (VIDE DP 876245)
- (K) - EASEMENT FOR BULK LIQUID OXYGEN PIPE OVER EXISTING LINE OF PIPE -K (APPROXIMATE POSITION)
- (L) - EASEMENT FOR WATERMAIN 2 WIDE -L
- (N) - EASEMENT FOR UNDERGROUND ELECTRICITY CABLES AND ACCESS 2 WIDE -N
- (P) - RIGHT OF ACCESS 6.2 WIDE AND LIMITED IN HEIGHT AND DEPTH -P
- (Q) - EASEMENT FOR PARKING 5.5 WIDE AND LIMITED IN HEIGHT AND DEPTH -Q
- (R) - EASEMENT FOR ELECTRICITY SUBSTATION AND ACCESS VARIABLE WIDTH AND LIMITED IN HEIGHT -R (LIMITED IN HEIGHT TO RL 103.38 AHD)
- (U) - EASEMENT FOR GAS PIPELINE OVER EXISTING LINE OF PIPE (APPROXIMATE POSITION) (VIDE DP 876245)
- (W) - RIGHT OF WAY VARIABLE WIDTH (DP 876245)
- (X) - EASEMENT TO DRAIN WATER 2 WIDE -X
- (Z) - EASEMENT TO DRAIN WATER VARIABLE WIDTH -Z

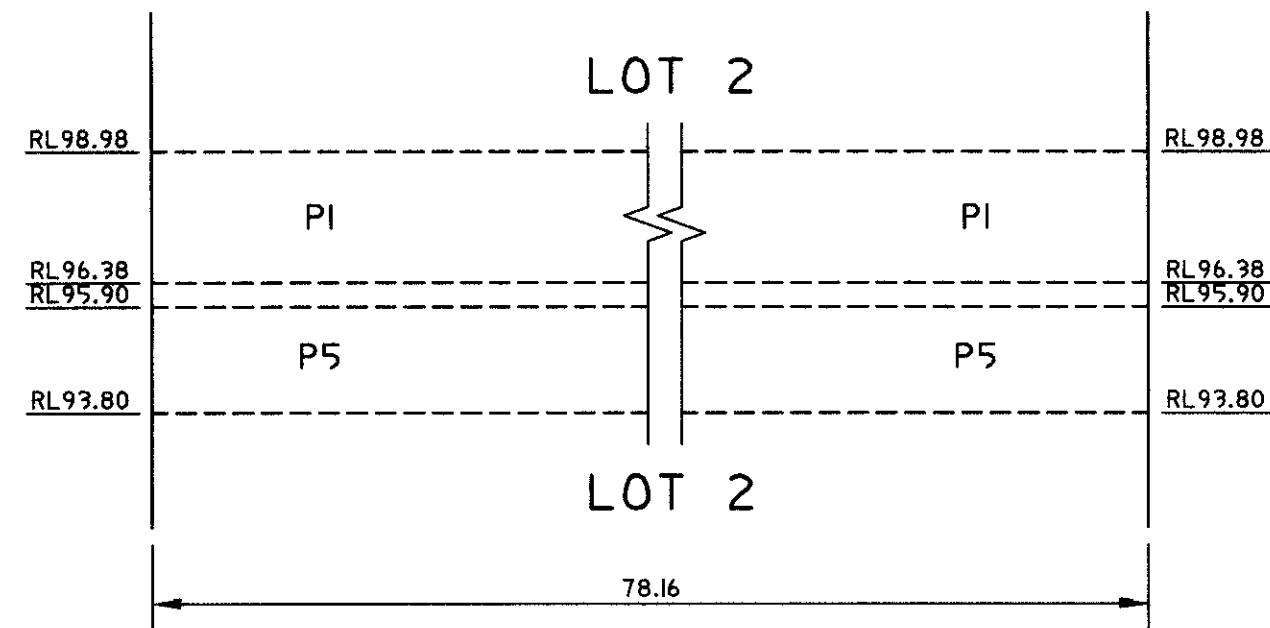
THAT PART OF EASEMENT FOR PARKING 5.5 WIDE AND LIMITED IN HEIGHT AND DEPTH DENOTED 'Q1' IS THE STRATUM LYING BETWEEN HORIZONTAL PLANES AT RL's 93.80 AND 95.90 AUSTRALIAN HEIGHT DATUM.

THAT PART OF EASEMENT FOR PARKING 5.5 WIDE AND LIMITED IN HEIGHT AND DEPTH DENOTED 'Q2' IS THE STRATUM LYING BETWEEN HORIZONTAL PLANES AT RL's 93.80 AND 95.55 AUSTRALIAN HEIGHT DATUM.

Reduction Ratio 1: 300

THAT PART OF RIGHT OF ACCESS 6.2 WIDE AND LIMITED IN HEIGHT AND DEPTH DENOTED P1 IS THE STRATUM LYING BETWEEN HORIZONTAL PLANES AT RL's 96.38 AND 98.98 AUSTRALIAN HEIGHT DATUM.

THAT PART OF RIGHT OF ACCESS 6.2 WIDE AND LIMITED IN HEIGHT AND DEPTH DENOTED P5 IS THE STRATUM LYING BETWEEN HORIZONTAL PLANES AT RL's 93.80 AND 95.90 AUSTRALIAN HEIGHT DATUM.



CROSS SECTION 'W'-W'

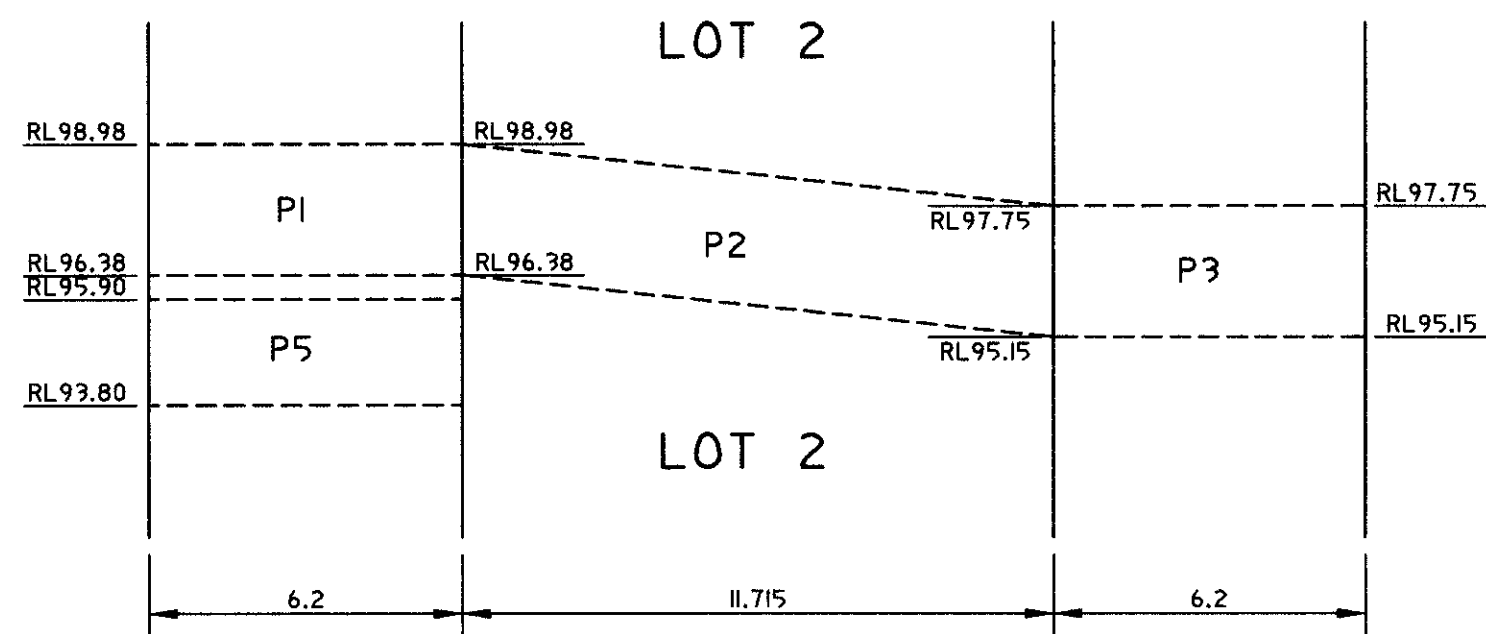
(LOOKING NORTH)

THAT PART OF RIGHT OF ACCESS 6.2 WIDE AND LIMITED IN HEIGHT AND DEPTH DENOTED P1 IS THE STRATUM LYING BETWEEN HORIZONTAL PLANES AT RL's 96.38 AND 98.98 AUSTRALIAN HEIGHT DATUM.

THAT PART OF RIGHT OF ACCESS 6.2 WIDE AND LIMITED IN HEIGHT AND DEPTH DENOTED P2 IS THE STRATUM LYING BETWEEN INCLINED PLANES AS IDENTIFIED IN THE PLANS HEREON.

THAT PART OF RIGHT OF ACCESS 6.2 WIDE AND LIMITED IN HEIGHT AND DEPTH DENOTED P3 IS THE STRATUM LYING BETWEEN HORIZONTAL PLANES AT RL's 95.15 AND 97.75 AUSTRALIAN HEIGHT DATUM.

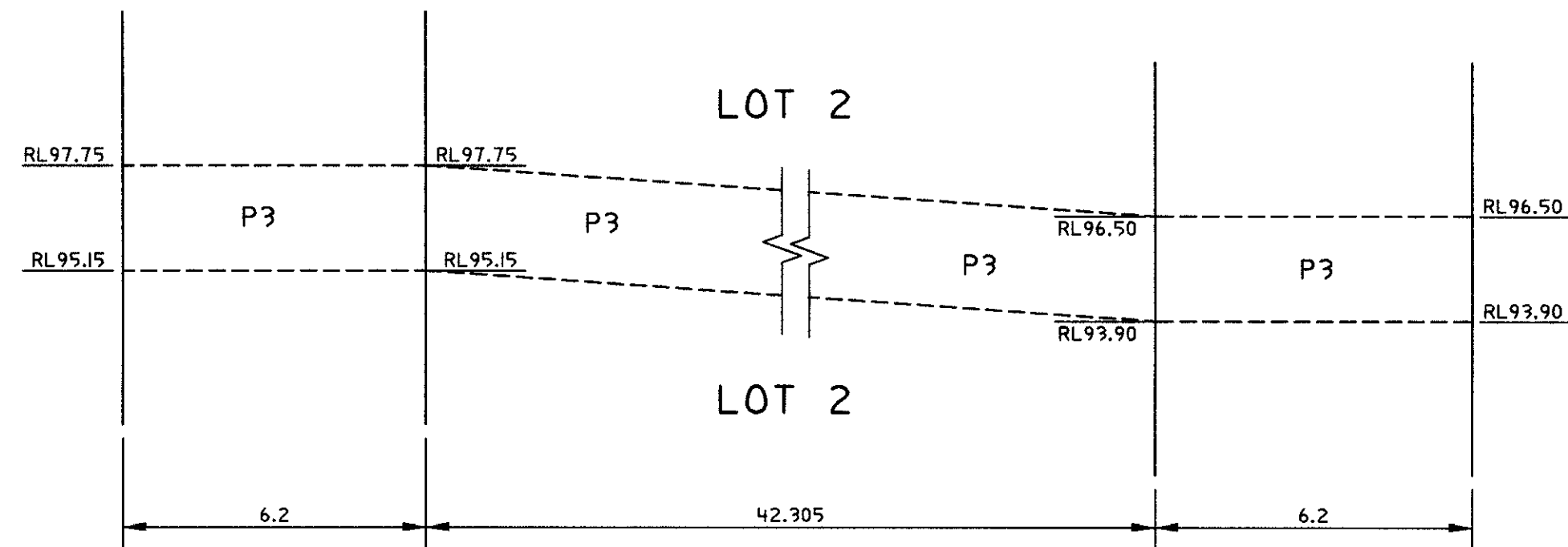
THAT PART OF RIGHT OF ACCESS 6.2 WIDE AND LIMITED IN HEIGHT AND DEPTH DENOTED P5 IS THE STRATUM LYING BETWEEN HORIZONTAL PLANES AT RL's 93.80 AND 95.90 AUSTRALIAN HEIGHT DATUM.



CROSS SECTION 'X'-X'

(LOOKING EAST)

THAT PART OF RIGHT OF ACCESS 6.2 WIDE AND LIMITED IN HEIGHT AND DEPTH DENOTED P3 IS THE STRATUM LYING BETWEEN HORIZONTAL PLANES AT RL's 95.15 AND 97.75 AUSTRALIAN HEIGHT DATUM AND THE STRATUM LYING BETWEEN INCLINED PLANES AS IDENTIFIED IN THE PLANS HEREON AND THE STRATUM LYING BETWEEN HORIZONTAL PLANES AT RL's 93.90 AND 96.50 AUSTRALIAN HEIGHT DATUM.



CROSS SECTION 'Y'-Y'

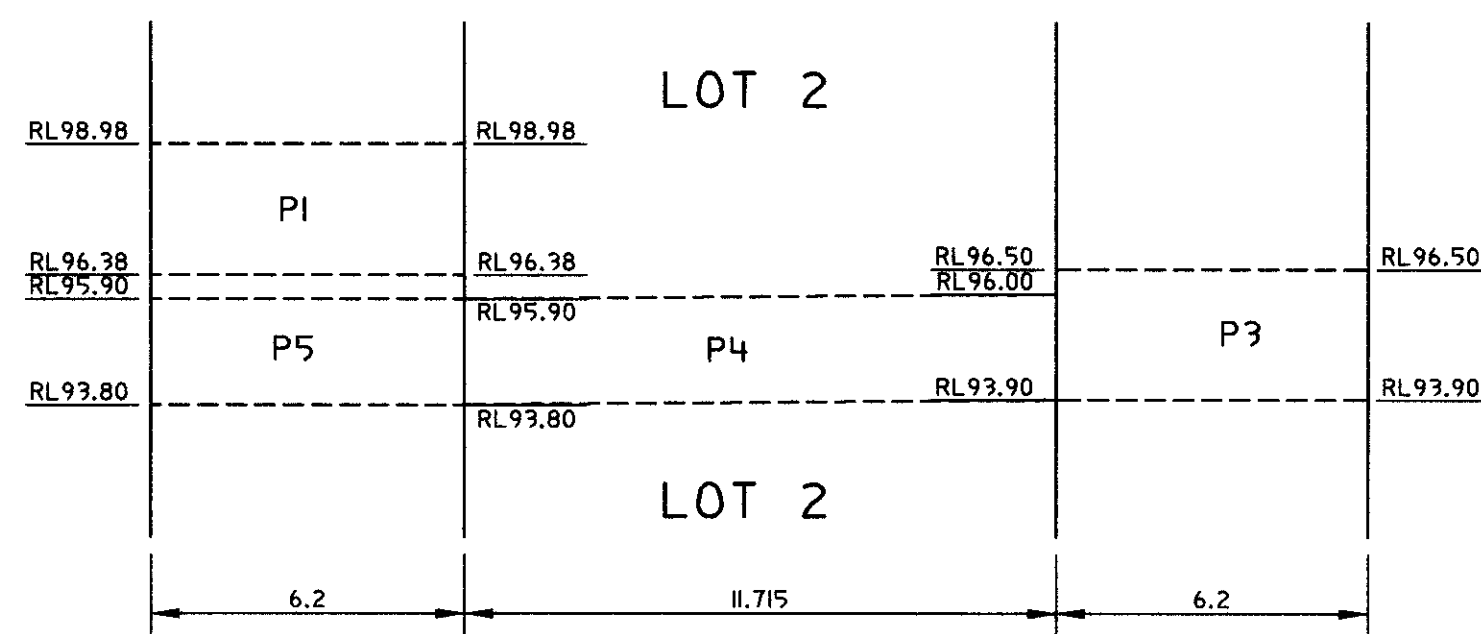
(LOOKING NORTH)

THAT PART OF RIGHT OF ACCESS 6.2 WIDE AND LIMITED IN HEIGHT AND DEPTH DENOTED P1 IS THE STRATUM LYING BETWEEN HORIZONTAL PLANES AT RL's 96.38 AND 98.98 AUSTRALIAN HEIGHT DATUM.

THAT PART OF RIGHT OF ACCESS 6.2 WIDE AND LIMITED IN HEIGHT AND DEPTH DENOTED P3 IS THE STRATUM LYING BETWEEN HORIZONTAL PLANES AT RL's 93.90 AND 96.50 AUSTRALIAN HEIGHT DATUM.

THAT PART OF RIGHT OF ACCESS 6.2 WIDE AND LIMITED IN HEIGHT AND DEPTH DENOTED P4 IS THE STRATUM LYING BETWEEN INCLINED PLANES AS IDENTIFIED IN THE PLANS HEREON.

THAT PART OF RIGHT OF ACCESS 6.2 WIDE AND LIMITED IN HEIGHT AND DEPTH DENOTED P5 IS THE STRATUM LYING BETWEEN HORIZONTAL PLANES AT RL's 93.80 AND 95.90 AUSTRALIAN HEIGHT DATUM.



CROSS SECTION 'Z'-Z'

(LOOKING EAST)

DP1080386

Registered 30.6.2005

This is sheet 4 of my plan in 5 sheets dated 10-03-05

RLP

Surveyor registered under the Surveying Act, 2002

This is sheet 4 of the plan of 5 sheets covered by Subdivision Certificate No. 7697

G. M. Kull 09/05/05
Authorised Person/General Manager/Accredited Certifier

For use where space is insufficient in any panel on Plan Form 2.

Reduction Ratio 1: 150

DP1080386

Registered 30.6.2005

This is sheet 5 of my plan in 5 sheets dated



Surveyor registered under the Surveying Act, 2002

This is sheet 5 of the plan of 5 sheets covered by Subdivision Certificate No. 7697 of

G. Manjula 24/05/05

Authorised Person/General Manager/Accredited Certifier

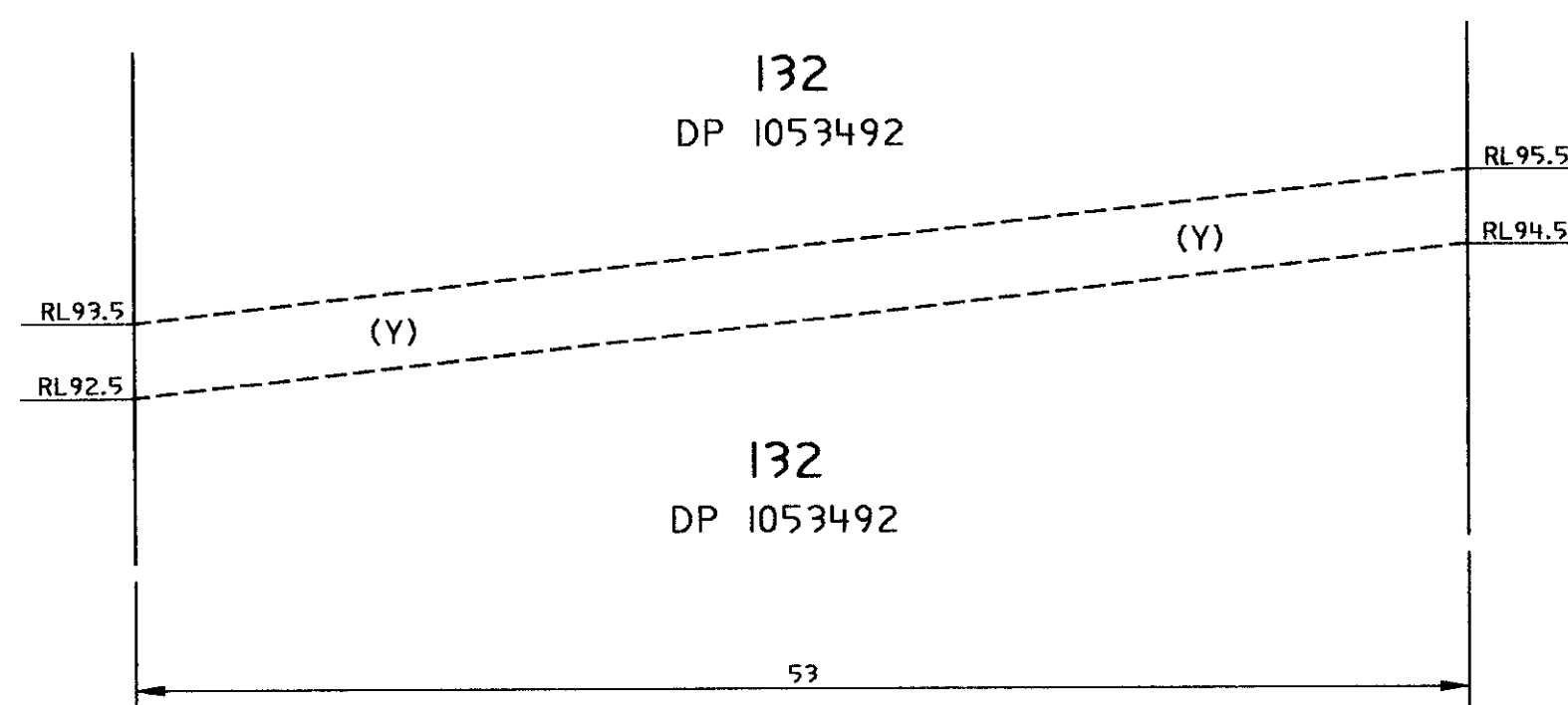
For use where space is insufficient in any panel on Plan Form 2.

Reduction Ratio 1: 300

SURVEYOR'S REFERENCE: 91/051/3

- (C) - RIGHT OF WAY 7 WIDE AND VARIABLE (VIDE DP 1065634)
(E) - EASEMENT FOR ELECTRICITY SUBSTATION AND ACCESS 3.3 WIDE -E
(F) - RIGHT OF ACCESS 6 WIDE AND VARIABLE -F
(G) - EASEMENT FOR UNLOADING BULK LIQUID OXYGEN 6 WIDE -G
(H) - EASEMENT FOR BULK LIQUID OXYGEN TANK 4 WIDE -H
(J) - EASEMENT FOR WATER AND ELECTRICITY SERVICES OVER EXISTING LINE OF PIPES AND CABLES -J (APPROXIMATE POSITION)
(K) - EASEMENT FOR BULK LIQUID OXYGEN PIPE OVER EXISTING LINE OF PIPE -K (APPROXIMATE POSITION)
(N) - EASEMENT FOR UNDERGROUND ELECTRICITY CABLES AND ACCESS 2 WIDE -N
(S) - EASEMENT FOR VACUUM PIPE SYSTEM OVER EXISTING LINE OF PIPE -S (APPROXIMATE POSITION)
(X) - EASEMENT TO DRAIN WATER 2 WIDE -X
(Y) - EASEMENT TO DRAIN WATER 2 WIDE AND LIMITED IN HEIGHT AND DEPTH -Y

THAT PART OF EASEMENT TO DRAIN WATER 2 WIDE AND LIMITED IN HEIGHT AND DEPTH DENOTED (Y) IS THE STRATUM LYING BETWEEN INCLINED PLANES AS IDENTIFIED IN THE PLANS HEREON.



CROSS SECTION 'A'-A'

(LOOKING NORTH/EAST)

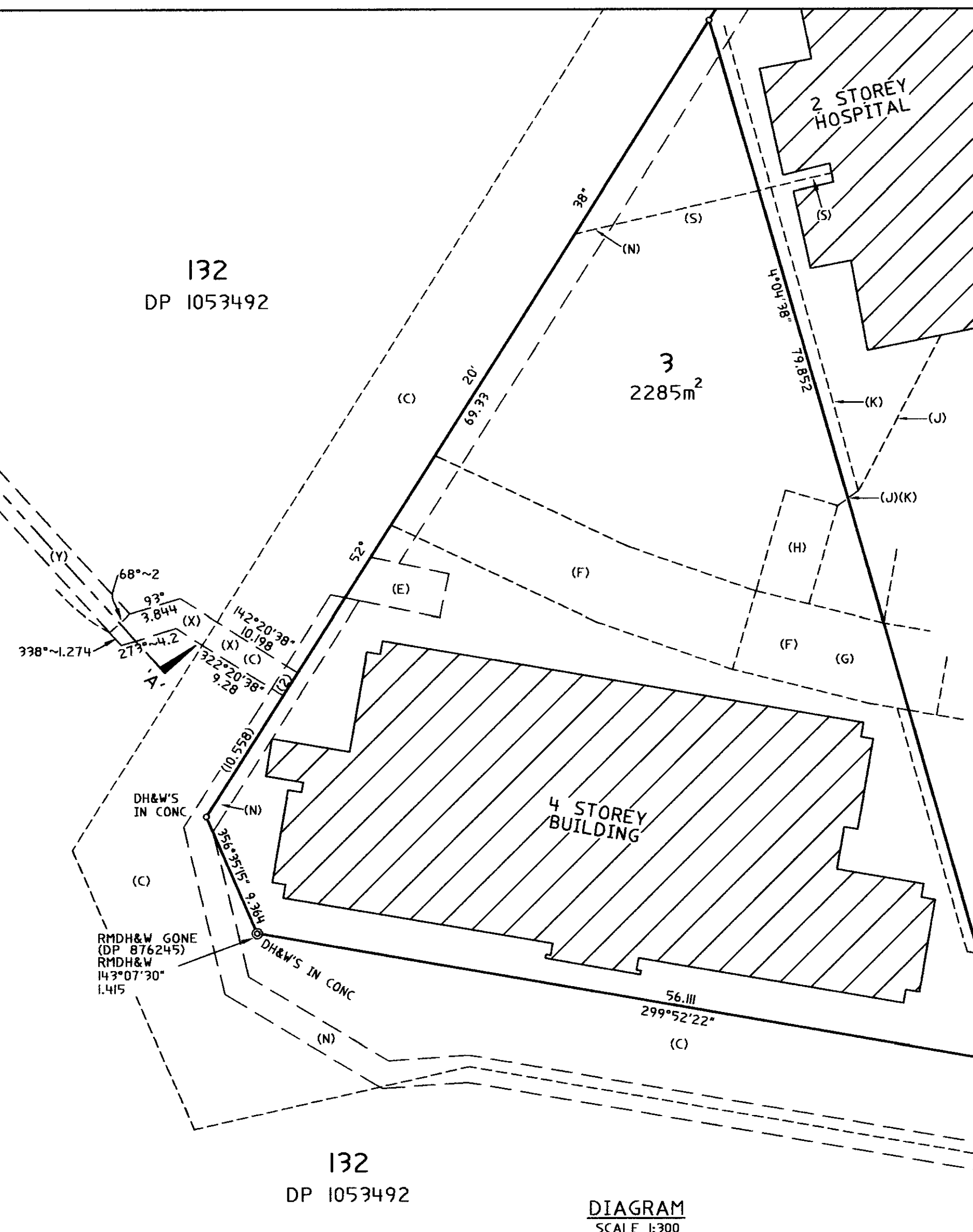
DIAGRAM
SCALE 1:300

DIAGRAM 1
SCALE 1:1250

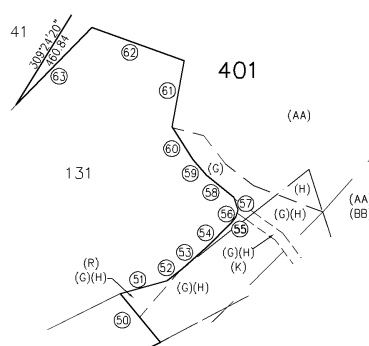
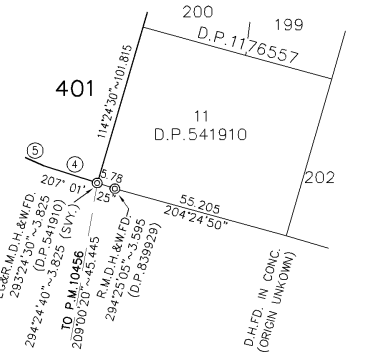
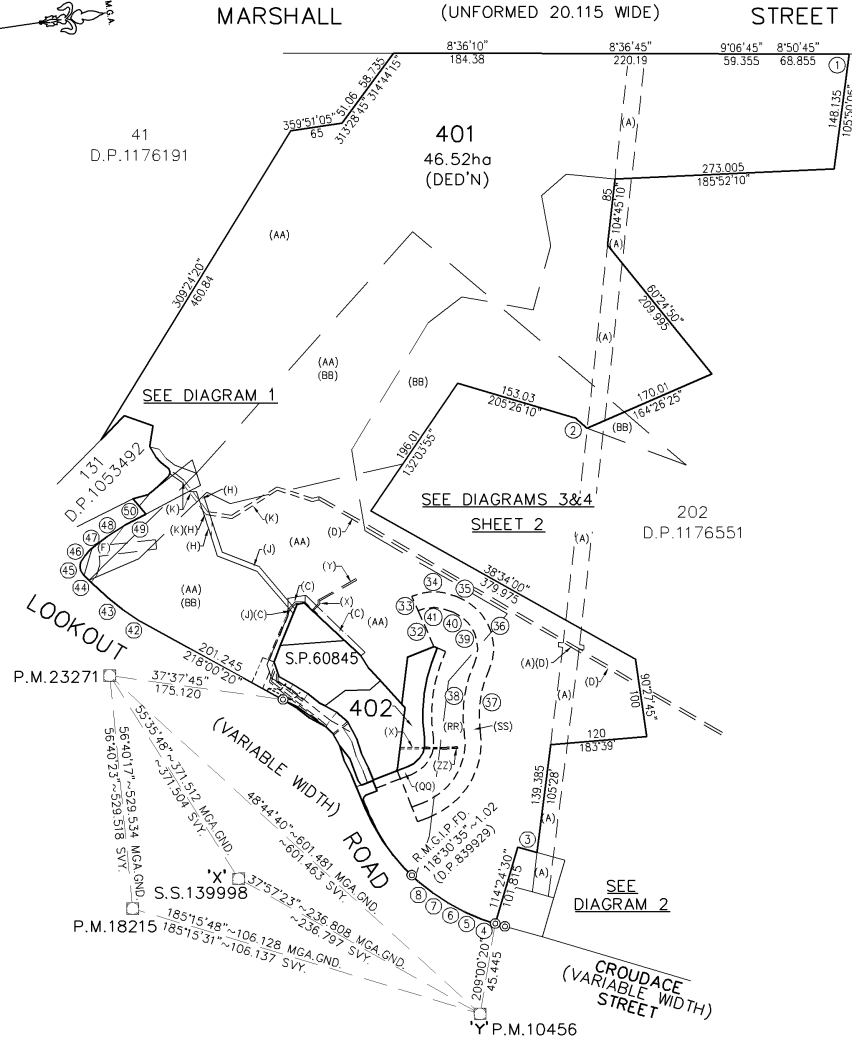


DIAGRAM 2
SCALE 1:1000



- (A) EASEMENT FOR ELECTRICITY TRANSMISSION LINES & ACCESS THERETO 20.5 WIDE (DP 640630 CREATED BY Y73466)
 (C) RIGHT OF WAY 7 WIDE AND VARIABLE (WIDE DP 1065634)
 (D) EASEMENT FOR WATERMAIN, PIPELINE AND CONTROL LINE 3.66 WIDE (DP 544997 CREATED BY Q991927)
 (F) EASEMENT FOR ELECTRICITY TRANSMISSION LINE AND ACCESS THERETO 15 WIDE AND VARIABLE (DP 1053492)
 (G) RIGHT OF CARRIAGEWAY VARIABLE WIDTH (DP 1053492)
 (H) RIGHT OF WAY VARIABLE WIDTH (DP 876245) (NO 8)
 (J) RIGHT OF WAY VARIABLE WIDTH (DP 876245) (NO 9)
 (K) EASEMENT FOR WATERMAIN 4 WIDE (DP1146580)
 (P) EASEMENT FOR ELECTRICITY TRANSMISSION LINE AND ACCESS THERETO 15 WIDE (DP 1053492)
 (X) EASEMENT TO DRAIN WATER 2 WIDE-X (DP 1080386)
 (Y) EASEMENT TO DRAIN WATER 2 WIDE AND LIMITED IN HEIGHT AND DEPTH-Y (DP 1080386)
 (AA) BENEFITED BY:
 -RIGHT OF WAY VARIABLE WIDTH - D.P.876245
 -EASEMENT FOR GAS AND PIPELINE, EASEMENT FOR SEWERLINE, AND EASEMENT FOR WATER SUPPLY OVER EXISTING LINE OF PIPES-D.P.876245
 (BB) BENEFITED BY EASEMENT FOR DRAINAGE - C546550
 COVENANT - D268968

- (OO) RIGHT OF CARRIAGEWAY 11 WIDE
 (RR) EASEMENT FOR INNER PROTECTION ZONE 50 WIDE
 (SS) EASEMENT FOR OUTER PROTECTION ZONE 20 WIDE
 (ZZ) EASEMENT TO DRAIN WATER 2 WIDE



SCHEDULE OF SHORT LINES

No.	BEARING	DISTANCE	ARC	RAD.
1	8°32'45"	33.85	-	-
2	230°39'40"	19.535	-	-
3	204°24'30"	25.285	-	-
4	207°01'25"	17.480	-	-
5	212°14'	23.255	-	-
6	217°26'20"	23.25	-	-
7	222°36'55"	23.255	-	-
8	227°49'	23.255	-	-
32	75°34'55"	50	-	-
33	75°34'55"	20	-	-
34	188°54'	55.417	70	56.976
35	32°13'05"	4.76	-	-
36	257°13'05"	98.995	70	109.955
37	106°17'40"	79.475	144.845	80.505
38	106°17'40"	90.45	164.845	91.625
39	257°13'05"	70.71	50	78.54
40	32°13'05"	4.76	-	-
41	188°54'	39.585	50	40.7
42	220°06'35"	5.54	5.545	75.5
43	227°48'25"	68.95	69.06	353.595
44	233°24'10"	21.23	-	-
45	268°54'25"	16.245	17.33	13.985
46	314°47'50"	18.355	18.455	50.92
47	329°53'05"	29.26	29.295	178.39
48	334°35'20"	25.225	-	-
49	340°33'25"	29.52	-	-
50	239°54'50"	25	-	-
51	352°42'40"	19.015	-	-
52	329°15'	8.23	-	-
53	326°04'25"	11.95	-	-
54	323°14'20"	13.885	-	-
55	315°15'45"	2.89	-	-
56	293°11'45"	2.87	-	-
57	260°34'15"	5.285	-	-
58	228°27'55"	13.56	-	-
59	238°08'20"	8.395	-	-
60	247°02'20"	15.335	-	-
61	288°28'50"	26.945	-	-
62	208°46'30"	38.165	-	-
63	142°15'05"	42.785	-	-

SURVEYING & SPATIAL INFORMATION REGULATION 2006 - CLAUSE 35(1)(a) & CLAUSE 61(2)				
MARK	M.G.A. COORDINATES		CLASS	ORDER
	EASTING	NORTHING		
PM 10456	378 615 297.6	356 690 781	B	2
PM 18215	378 605 564.6	356 585 125	B	2
PM 23271	378 163 225.6	356 294 246	B	2
SS 139998	378 469 680.6	356 504 107	A	1
COMBINED SCALE FACTOR: 0.999764				
M.G.A. ZONE = 56				
SOURCE: M.G.A. COORDINATES ADOPTED FROM SCIMS 5/02/2014				

Surveyor: JOHN CHARLES SORBY
 Date of Survey: 5-02-2014
 Surveyor's Ref: CRH12-277 DP_1A
 2014M1100(160) PARTIAL SURVEY

PLAN OF SUBDIVISION OF PART OF
 LOT 201 D.P.1176551

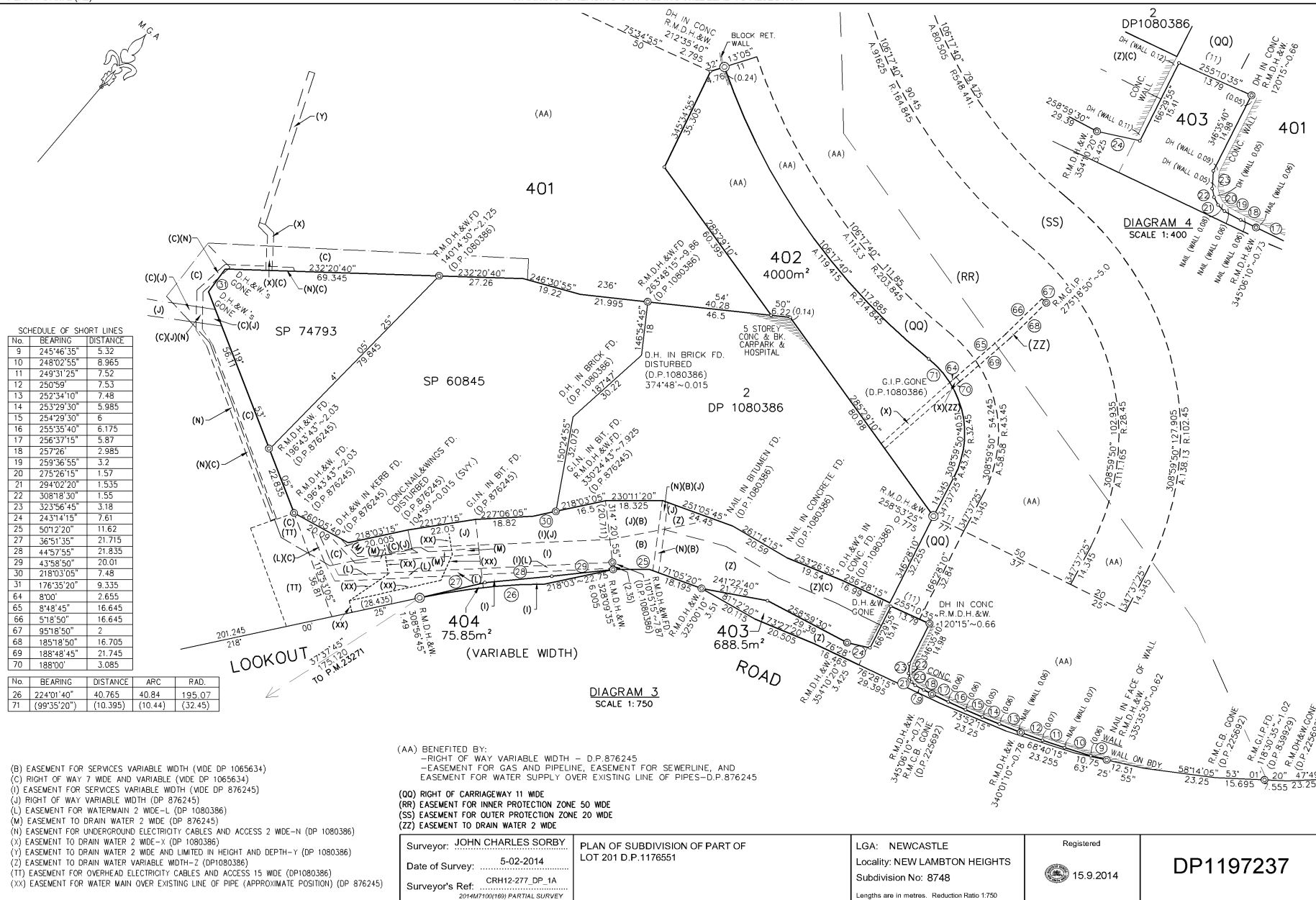
LGA: NEWCASTLE
 Locality: NEW LAMBTON HEIGHTS
 Subdivision No: 8748

Registered
 15.9.2014

DP1197237

Lengths are in metres. Reduction Ratio 1:4000

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 Table of mm



SCHEDULE OF SHORT LINES

No.	BEARING	DISTANCE
9	245°46'35"	5.32
10	248°02'55"	8.965
11	249°31'25"	7.52
12	250°59'	7.53
13	252°34'10"	7.48
14	253°29'30"	5.985
15	254°29'30"	6
16	255°35'40"	6.175
17	256°37'15"	5.87
18	257°26'	2.985
19	259°36'55"	3.2
20	275°26'15"	1.57
21	294°02'20"	1.535
22	308°18'30"	1.55
23	323°56'45"	3.18
24	243°14'15"	7.61
25	50°12'20"	11.62
27	36°51'35"	21.715
28	44°57'55"	21.835
29	43°58'50"	20.01
30	218°03'05"	7.48
31	176°35'20"	9.335
64	8°00'	2.655
65	8°48'45"	16.645
66	5°18'50"	16.645
67	95°18'50"	2
68	185°18'50"	16.705
69	188°48'45"	21.745
70	188°00'	3.085

No.	BEARING	DISTANCE	ARC	RAD.
26	224°01'40"	40.765	40.84	195.07
71	(99°35'20")	(10.395)	(10.44)	(32.45)

- (B) EASEMENT FOR SERVICES VARIABLE WIDTH (VIDE DP 1065634)
- (C) RIGHT OF WAY 7 WIDE AND VARIABLE (VIDE DP 1065634)
- (I) EASEMENT FOR SERVICES VARIABLE WIDTH (VIDE DP 876245)
- (J) RIGHT OF WAY VARIABLE WIDTH (DP 876245)
- (L) EASEMENT FOR WATERMAIN 2 WIDE-L (DP 1080386)
- (W) EASEMENT TO DRAIN WATER 2 WIDE (DP 876245)
- (N) EASEMENT FOR UNDERGROUND ELECTRICITY CABLES AND ACCESS 2 WIDE-N (DP 1080386)
- (X) EASEMENT TO DRAIN WATER 2 WIDE-X (DP 1080386)
- (Y) EASEMENT TO DRAIN WATER 2 WIDE AND LIMITED IN HEIGHT AND DEPTH-Y (DP 1080386)
- (Z) EASEMENT TO DRAIN WATER VARIABLE WIDTH-Z (DP 1080386)
- (TT) EASEMENT FOR OVERHEAD ELECTRICITY CABLES AND ACCESS 15 WIDE (DP 1080386)
- (XX) EASEMENT FOR WATER MAIN OVER EXISTING LINE OF PIPE (APPROXIMATE POSITION) (DP 876245)
- (AA) BENEFITED BY:
 -RIGHT OF WAY VARIABLE WIDTH - D.P.876245
 -EASEMENT FOR GAS AND PIPELINE, EASEMENT FOR SEWERLINE, AND
 EASEMENT FOR WATER SUPPLY OVER EXISTING LINE OF PIPES-D.P.876245
- (OO) RIGHT OF CARRIAGEWAY 11 WIDE
 (RR) EASEMENT FOR INNER PROTECTION ZONE 50 WIDE
 (SS) EASEMENT FOR OUTER PROTECTION ZONE 20 WIDE
 (ZZ) EASEMENT TO DRAIN WATER 2 WIDE

Surveyor: JOHN CHARLES SORBY
 Date of Survey: 5-02-2014
 Surveyor's Ref: CRH12-277_DP_1A
 2014M7100(189) PARTIAL SURVEY

PLAN OF SUBDIVISION OF PART OF
 LOT 201 D.P. 1176551

LGA: NEWCASTLE
 Locality: NEW LAMBTON HEIGHTS
 Subdivision No: 8748
 Lengths are in metres. Reduction Ratio 1:750

Registered
 15.9.2014

DP1197237

Sheet 1 of 2 sheet(s)

2014M7100(169) PARTIAL SURVEY

PLAN FORM 6A (2012) WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

Office Use Only

Office Use Only

Registered:  15.9.2014

**PLAN OF SUBDIVISION OF PART OF
LOT 201 D.P.1176551**

DP1197237

This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2012*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate No: 8748

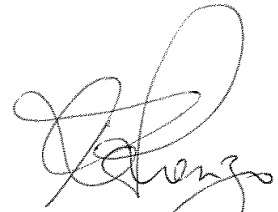
Date of Endorsement: 30th MAY 2014

LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
401	158	CROUDACE	STREET	NEW LAMBTON HEIGHTS
402	158	CROUDACE	STREET	NEW LAMBTON HEIGHTS
403	158	CROUDACE	STREET	NEW LAMBTON HEIGHTS
404	158	CROUDACE	STREET	NEW LAMBTON HEIGHTS

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919

IT IS INTENDED TO CREATE:-

1. RIGHT OF CARRIAGEWAY 11 WIDE (QQ)
2. EASEMENT FOR INNER PROTECTION ZONE 50 WIDE (RR)
3. EASEMENT FOR OUTER PROTECTION ZONE 20 WIDE (SS)
4. EASEMENT TO DRAIN WATER 2 WIDE (ZZ)


Michael Di Rienzo
Chief Executive
HUNTER NEW ENGLAND
LOCAL HEALTH DISTRICT

If space is insufficient use additional annexure sheet

Surveyor's Reference: CRH12-277_DP_1A

COUNCIL'S CERTIFICATE

The Council of the *City *Municipality *Shire of **NEWCASTLE** having satisfied itself that the requirements of the Strata Titles Act, 1973 (other than the requirements for the registration of plans) have been complied with, approves of the proposed

~~strata plan~~

~~strata plan of subdivision~~

~~illustrated herein~~

~~*Council does not object to the encroachment of the building beyond the alignment of~~

~~*This approval is given on the condition that lot(s)~~

~~is/are subject to the restriction on use referred to in section 20 of the Strata Titles Act 1973~~

Date **21 JUNE 1994**

Subdivision No. **S880-94**

[Signature]
Council Clerk

*Complete, or delete if inapplicable.

Amended Strata Plan

Date: **29/11/95**

[Signature]
Council Clerk

SURVEYOR'S CERTIFICATE

ROBERT JOHN MONTEATH
MONTEATH & POWYS PTY LTD.

of **NEWCASTLE CITY** a surveyor registered under the Surveyors Act, 1929, hereby certify that-

(1) any wall, the inner surface or any part of which corresponds substantially with any line shown on the accompanying floor plan as a boundary of a proposed lot, exists;

(2) any floor or ceiling, the upper or under surface or any part of which forms a boundary of a proposed lot, shown in the accompanying floor plan, exists;

(3) any wall, floor, ceiling or structural cubic space, by reference to which any boundary of a proposed lot shown in the accompanying floor plan is defined, exists;

(4) any building containing proposed lots erected on the land shown on the accompanying location plan and each proposed lot shown on the accompanying floor plan are wholly within the perimeter of the parcel * subject to subparagraphs (a) and (b)

~~*(a) except to the extent that the building encroaches on a public place;~~

~~*(b) eaves and guttering of the building encroach on land other than a public place, in respect of which eaves and guttering on appropriate easement has been erected by registered -~~

* (5) the survey information recorded in the accompanying location plan is accurate

Signature *[Signature]*

Date **31 OCTOBER 1995**

* Delete if inapplicable
† State whether dealing or plan, and quote registered number.

This is sheet 1 of my Plan in **7** sheets.

PLAN OF SUBDIVISION OF LOT 11 IN D.P.876245.

L.G.A. Newcastle City : **NEWCASTLE CITY** Locality : **NEW LAMBTON HEIGHTS**

Parish : **NEWCASTLE** County : **NORTHUMBERLAND**

Reduction Ratio 1: Lengths are in metres

Name of, and *address for service of notices on, the owners corporation
THE OWNERS STRATA PLAN No. 60845
C/- MONTEATH & POWYS PTY. LTD.
P.O. BOX 743L, DX 7888
NEWCASTLE, 2300

SP60845

Registered: **11-8-1999**

C.A. : **Nº S880-94 OF 21-6-1994**

Purpose : **STRATA PLAN**

Ref. Map : **U6350 -1 #**

Last Plan : **DP 876245**

Signatures, seals and statements of intention to create easements or restrictions as to user.

(FREEHOLD DEVELOPMENT)

PURSUANT TO SECTION 7(3) OF THE STRATA SCHEMES ACT 1973 AND SECTION 88B OF THE CONVEYANCING ACT 1919-1964 AS AMENDED, IT IS INTENDED TO CREATE:

1. RESTRICTION ON USE.

2. RESTRICTION ON USE.

3. EASEMENT FOR ACCESS AND USE AS A WAITING ROOM VARIABLE WIDTH.

4. RESTRICTION ON USE.

THE COMMON SEAL OF NIB HEALTH FUNDS LIMITED ACN 000 124381 was affixed by authority of its Board of Directors in the presence of:

[Signature]
DIRECTOR

AS ATTORNEY FOR MAUNALO PTY LIMITED PURSUANT TO DEED DATED 21 SEPTEMBER 1995 REGISTERED NUMBER 480 BOOK 4156 AND THE ATTORNEY HAS NO NOTICE OF REVOCATION OF THE POWER OF ATTORNEY.

SCHEDULE OF BY-LAWS IN 8 SHEETS FILED WITH PLAN.

FOR LOCATION PLAN
SEE SHEET 2

10	20	30	40	50	60	Table of mm	100	110	120	130	140	150	160
----	----	----	----	----	----	-------------	-----	-----	-----	-----	-----	-----	-----

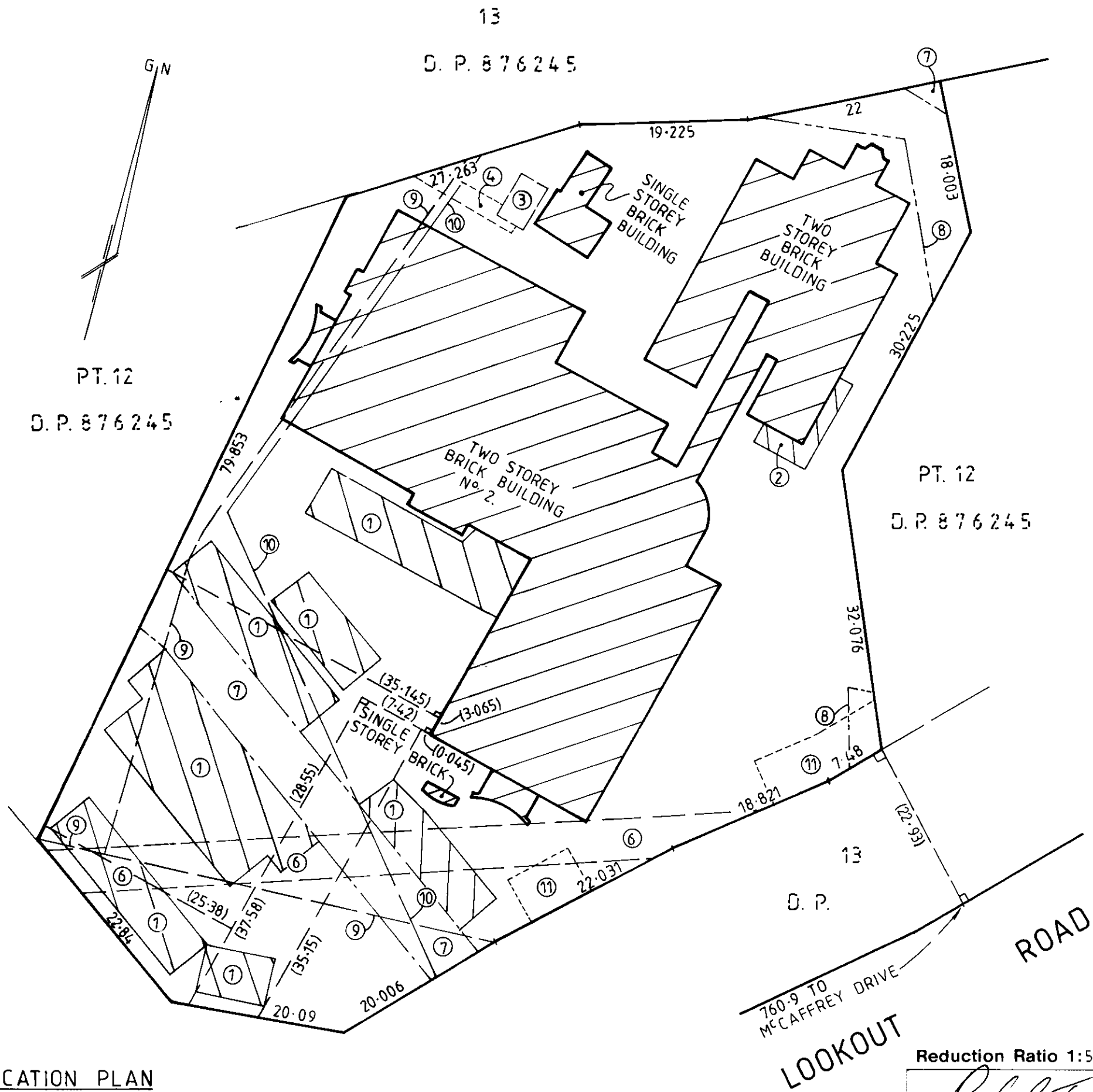
SURVEYOR'S REFERENCE: **91/51 PRE-EXAMINATION PSP1458**

Plan Drawing only to appear in this space

Plan Drawing only to appear in this space

Req:R846177 /Doc:SP 0060845 P /Rev:13-Aug-1999 /Sts:OK.OK /Prt:08-Sep-2008 16:05 /Pgs:ALL /Seq:1 of 11
Ref:37842 /Src:M

SP60845



- NOTES:
- ① COMMON PROPERTY SUBJECT TO SPECIAL BY-LAW N°1. SEE SHEET 7
 - ② COMMON PROPERTY SUBJECT TO SPECIAL BY-LAW N°2. SEE SHEET 3
 - ③ EASEMENT FOR ELECTRICITY SUBSTATION 3.5 WIDE. VIDE D.P.876245
 - ④ EASEMENT FOR UNDERGROUND ELECTRICITY CABLE 2 WIDE D.P.876245
 - ⑥ EASEMENT FOR UNDERGROUND ELECTRICITY 5 WIDE. VIDE D.P.876245
 - ⑦ RIGHT OF WAY VARIABLE WIDTH. VIDE D.P.876245
 - ⑧ EASEMENT FOR GAS PIPELINE OVER EXISTING LINE OF PIPE. VIDE D.P.876245
 - ⑨ EASEMENT FOR SEWER LINE OVER EXISTING LINE OF PIPE. VIDE D.P.876245
 - ⑩ EASEMENT FOR WATER SUPPLY OVER EXISTING LINE OF PIPE. VIDE D.P.876245
 - ⑪ EASEMENT FOR CAR PARKING 5.5 WIDE. VIDE D.P.876245

LOCATION PLAN

Reduction Ratio 1:500

Lengths are in metres

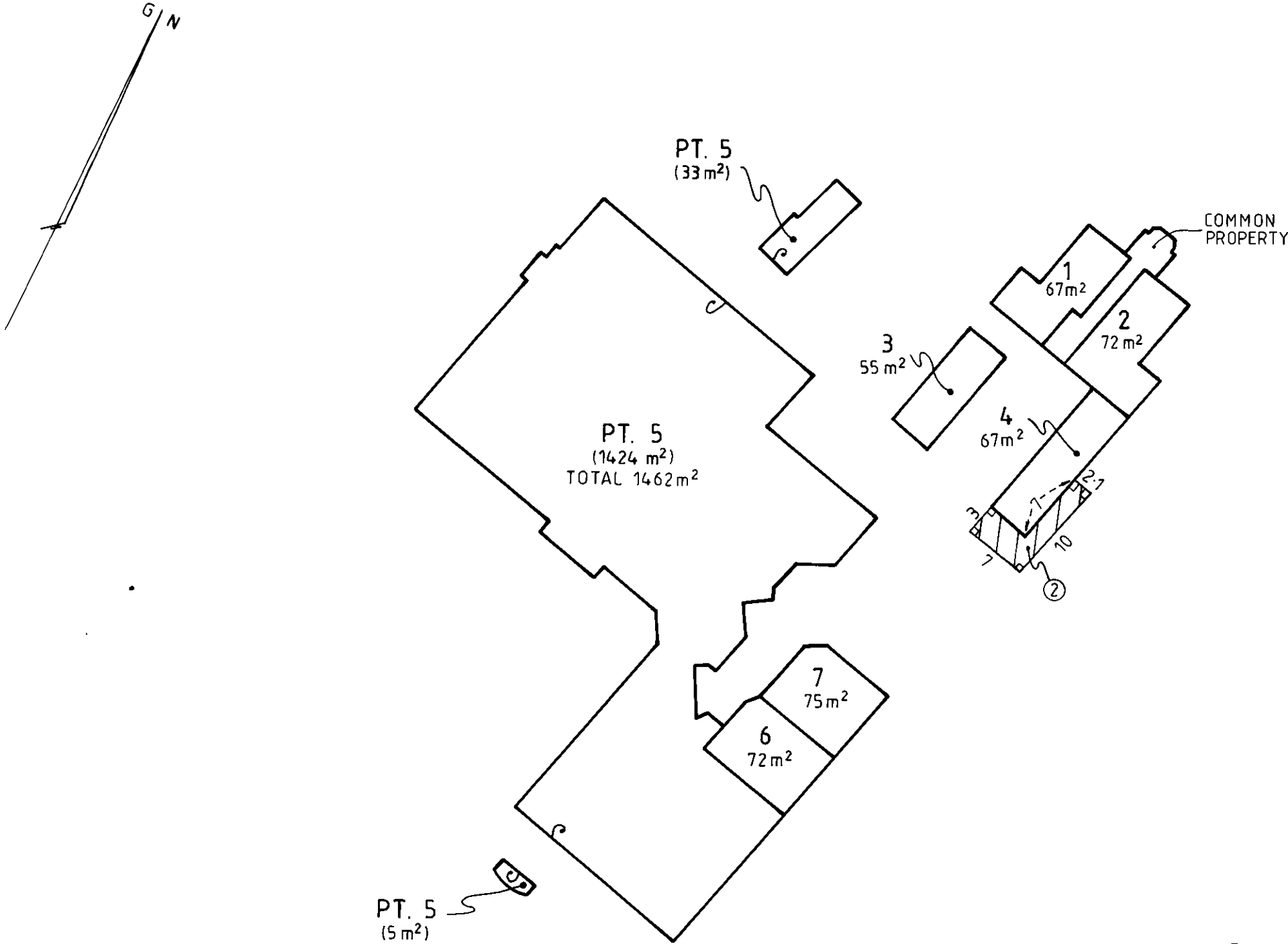
Robert J. Matlack
Registered Surveyor

[Signature]
Council Clerk

Req:R846177 /Doc:SP 0060845 P /Rev:13-Aug-1999 /Sts:OK.OK /Prt:08-Sep-2008 16:05 /Pgs:ALL /Seq:2 of 11
Ref:37842 /Src:M

*OFFICE USE ONLY

SP60845



- ① ALL AREAS ARE APPROXIMATE.
- ② COMMON PROPERTY SUBJECT TO BY - LAW No. 20.

GROUND FLOOR

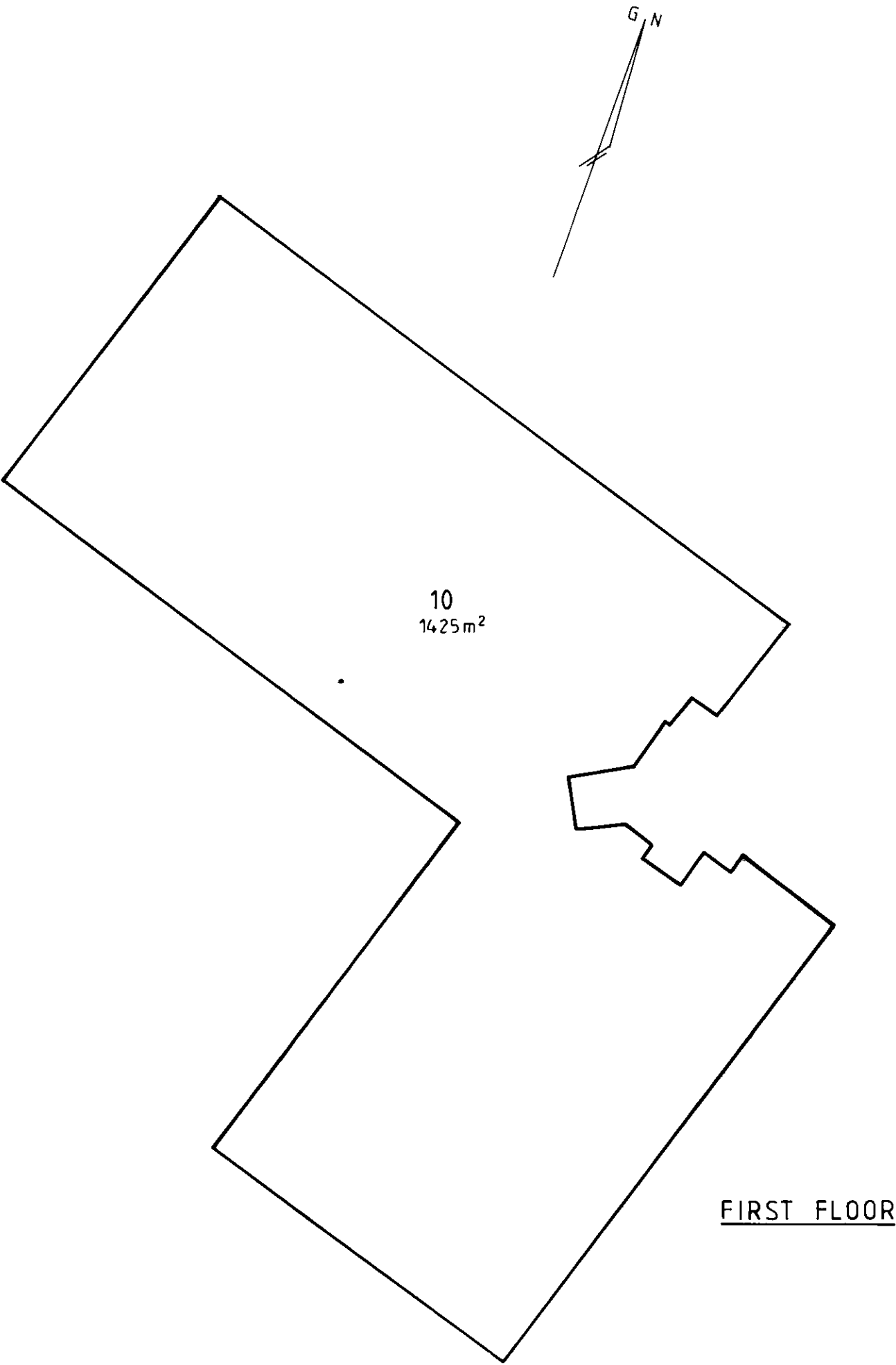
Reduction Ratio 1: 500

Lengths are in metres

Robert J. Matar
Registered Surveyor

Adrian D. Matar
General Manager / Authorised Person

Req:R846177 /Doc:SP 0060845 P /Rev:13-Aug-1999 /Sts:OK.OK /Prt:08-Sep-2008 16:05 /Pgs:ALL /Seq:4 of 11
Ref:37842 /Src:M



SP60845

EASEMENT FOR ACCESS AND USE AS A WAITING ROOM VARIABLE WIDTH.

SCHEDULE OF UNIT ENTITLEMENT

LOT No.	UNIT ENTITLEMENT
1	20
2	22
3	16
4	20
5	439
6	22
7	22
8	26
9	36
10	377
AGGREGATE	1000

① ALL AREAS ARE APPROXIMATE

FIRST FLOOR

Reduction Ratio 1: 300

Lengths are in metres

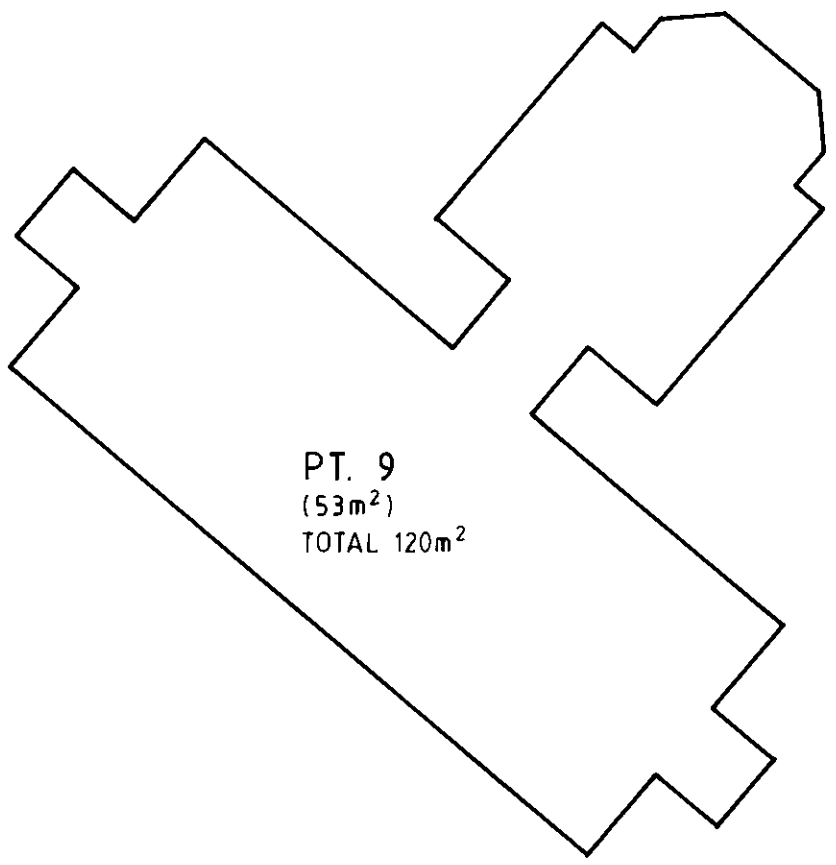
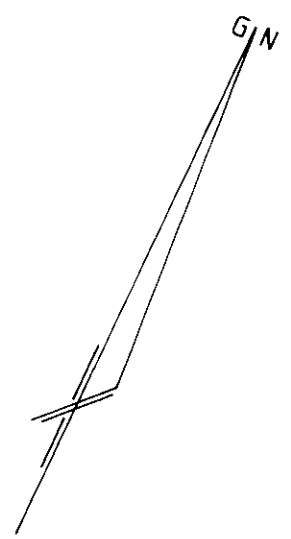
Rolf J. M. ...
Registered Surveyor

[Signature]
Council Clerk



*OFFICE USE ONLY

SP60845



PT. 9
(53m²)
TOTAL 120m²

① ALL AREAS ARE APPROXIMATE

SECOND FLOOR

Reduction Ratio 1: 100

Lengths are in metres

Ralph J. White
Registered Surveyor

[Signature]
Council Clerk

Req:R846177 /Doc:SP 0060845 P /Rev:13-Aug-1999 /Sts:OK.OK /Prt:08-Sep-2008 16:05 /Pgs:ALL /Seq:5 of 11
Ref:37842 /Src:M

*OFFICE USE ONLY

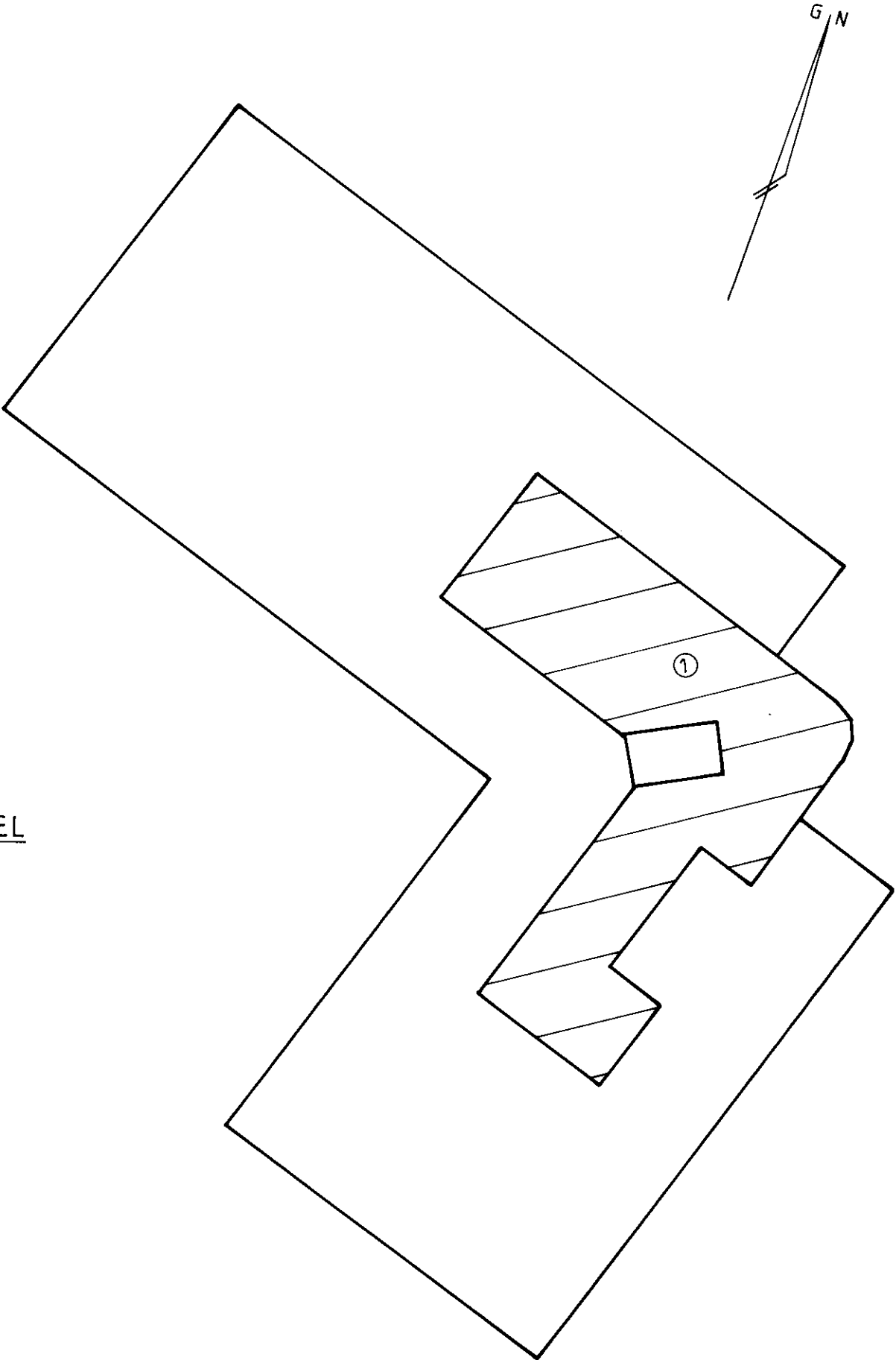


SP60845

NOTES:

- ① THAT PART OF THE COMMON PROPERTY
SUBJECT TO BY-LAW No.21 THE BOUNDARY
OF WHICH IS DELINEATED BY WALLS.

ROOF LEVEL



Reduction Ratio 1:300

Lengths are in metres

Robert J. Montalt
Registered Surveyor

[Signature]
General Manager / Authorised Person

SURVEYOR'S REFERENCE: 91/51

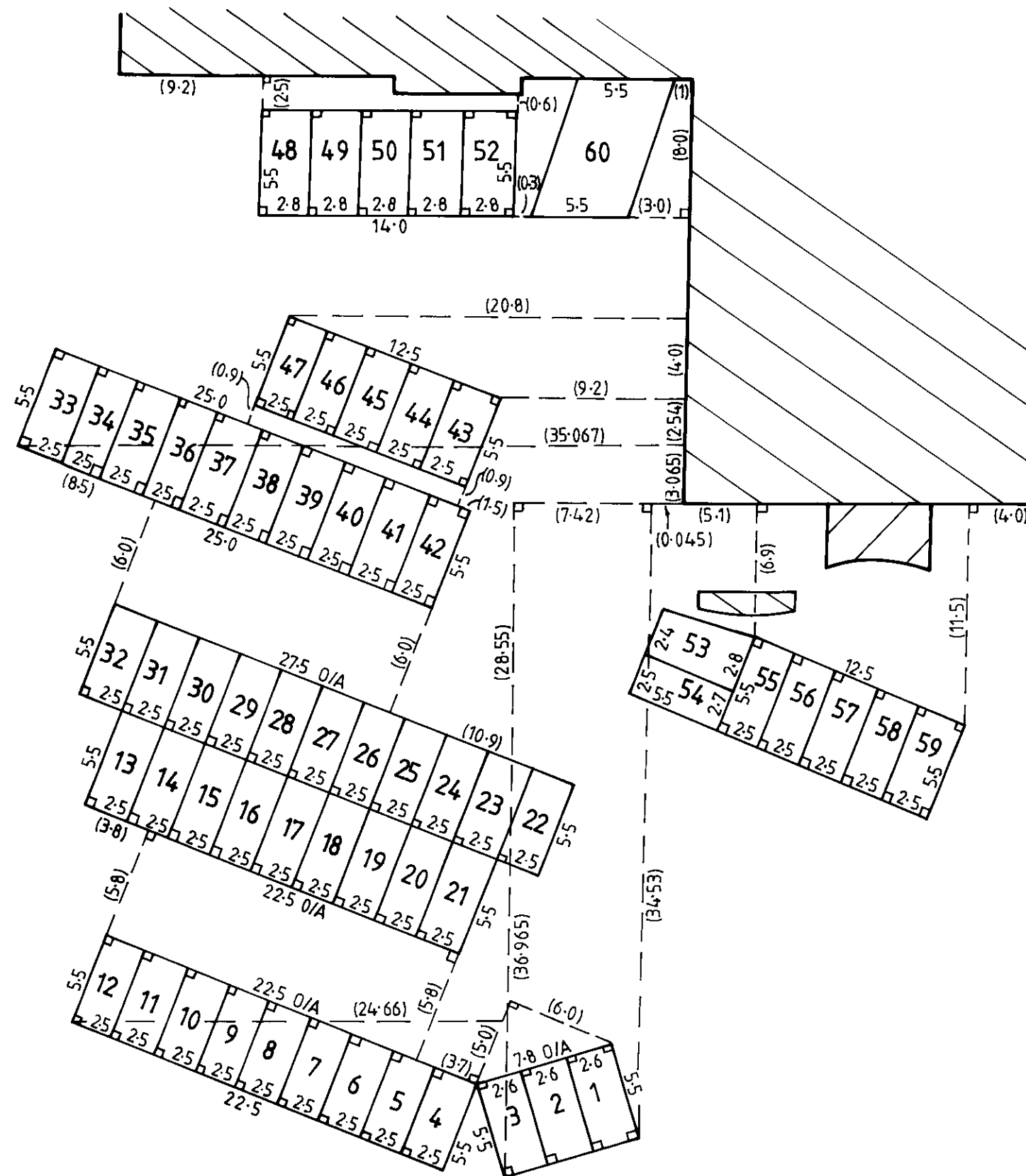
*OFFICE USE ONLY

Req:R846177 /Doc:SP 0060845 P /Rev:13-Aug-1999 /Sts:OK.OK /Prt:08-Sep-2008 16:05 /Pgs:ALL /Seq:6 of 11
Ref:37842 /Src:M

SP60845

PLAN OF EXCLUSIVE USE
PARKING SPACES REFERRED
TO IN SCHEDULE No.1 OF
BY- LAW No. 19

GROUND LEVEL



Reduction Ratio 1: 300

Lengths are in metres

Roller White

Registered Surveyor

General Manager/Authorised Person

SURVEYOR'S REFERENCE: 91/51

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
AS TO USER INTENDED TO BE CREATED PURSUANT TO
SECTION 7(3) STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973
AND SECTION 88B CONVEYANCING ACT 1919**

WIDTHS ARE IN METRES:

(SHEET 1 OF 5 SHEETS)

SP60845

Subdivision of Lot 11 in DP 876245 covered by
Council Clerk's Certificate No. S880-94 of 21.6.94
as amended on 29.11.95

Full name and address
of Proprietor of Land:

Maunalo Pty Limited ACN 002 909 015
Level 9, 83 Mount Street, North Sydney NSW
2060

PART I

1. Identity of Easement or
Restriction firstly referred
to in Plan:

Restriction on use.

Schedule of Lots Affected

Lots Burdened

Each Lot except Lot 4

Lots Benefited

Common Property and every other Lot.

2. Identity of Easement or
Restriction secondly referred
to in Plan:

Restriction on use.

Schedule of Lots etc. Affected

Lots Benefited

Common Property

Name of Authority Benefited

Hunter Area Health Service and the Minister for
Health and his successors



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
AS TO USER INTENDED TO BE CREATED PURSUANT TO
SECTION 7(3) STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973
AND SECTION 88B CONVEYANCING ACT 1919**

WIDTHS ARE IN METRES:

(SHEET 2 OF 5 SHEETS)

SP60845

Subdivision of Lot 11 in DP 876245 covered by
Council Clerk's Certificate No. S5880-94 of
21.6.94 as amended on 29.11.95

3. Identity of Easement
thirdly referred to in the
Plan:

Easement for access and use as a waiting room
variable width

Schedule of Lots Affected

Lots Burdened

Lot Benefited

Lot 8

Lot 9

4. Identity of Easement or
restriction fourthly referred
to in the Plan:

Restriction on use.

Schedule of Lots Affected

Lots Burdened

Lots Benefited

Lots 1, 2, 3 and 5
through to 10 inclusive
and Common Property.

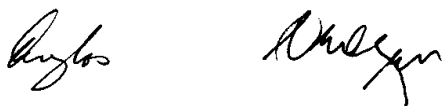
Lot 4

PART 2

1. **Terms of Restriction on Use Firstly referred to in Plan**

No lot shall be occupied or allowed to be used for any purpose unless:-

- (a) the proprietor is a specialist medical or dental practitioner or practice company controlled by such persons and/or such other medical practitioners, persons and entities and medical related professionals and retailers and non-medical retailers whose businesses are consistent with the activities carried on in the Medical



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
AS TO USER INTENDED TO BE CREATED PURSUANT TO
SECTION 7(3) STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973
AND SECTION 88B CONVEYANCING ACT 1919**

WIDTHS ARE IN METRES:

(SHEET 3 OF 5 SHEETS)

SP60845

Subdivision of Lot 11 in DP 876245 covered by
Council Clerk's Certificate No. S880-94 of 21.6.94
as amended on 29.11.95

Centre ("Eligible Owner") as may be approved by majority vote of the Owner's Corporation.

- (b) the person or persons having the physical occupation of the lot or any part thereof or holding a lease or licence of the lot or part thereof is or are an Eligible Owner.

The person empowered to release vary or modify the foregoing restrictions shall be the Owner's Corporation by special resolution.

2. Terms of Restriction on Use secondly referred to in the Plan:

- (1) Not to use the Servient Tenement or permit or suffer it to be used for any purpose other than for:-
- (a) a medical centre with support and ancillary facilities; or
 - (b) a purpose approved in writing by the Hunter Area Health Service and the Minister of Health and his successor.
- (2) Not to build or caused to be built any building or make or cause to be made any structural alteration to any building without the written approval of the Hunter Area Health Service and the Minister for Health or his successors. In respect of which approval the Hunter Area Health Service or his successors shall have the absolute discretion to refuse or grant subject condition without obligation to furnish reasons for any decision.
- (3) Not to erect any part of any building, structure or erection at a height which exceeds RL 116.00 AHD.
- (4) No fence shall be erected on that part of the Servient Tenement shown so burdened or on any of its boundaries to divide it from any adjoining land or from any road unless such fence is erected without cost to the Hunter Area Health Service and is constructed in accordance with plans and specifications and of materials approved by the Hunter Area Health Service.

The persons whose consent is required to a release variation, or modification of the restriction secondly referred to, is Hunter Area Health Service and the Minister of Health and his successor.



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
AS TO USER INTENDED TO BE CREATED PURSUANT TO
SECTION 7(3) STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973
AND SECTION 88B CONVEYANCING ACT 1919**

WIDTHS ARE IN METRES:

(SHEET 4 OF 5 SHEETS)

Subdivision of Lot 11 in DP 876245 covered by
Council Clerk's Certificate No. S880-94 of 21.6.94
as amended on 29.11.95

SP60845

3. Terms of Easement for Access and Use as a Waiting Room Thirdly referred to in the Plan

- (1) Full and free right for every person who is at any time entitled to an estate or interest in possession in the Dominant Tenement or any part thereof with which the right shall be capable of enjoyment and every person authorised by him to:-
 - (a) go, pass and repass upon that part of the Servient Tenement designated in the Plan as the location of the easement ("Waiting Room") at all times during which the building of which the Dominant and Servient Tenements form part remains open to the public for business (and at such other times as may from time to time be agreed between the proprietors of the Dominant Tenement (in its discretion) for the purpose of getting to and from the Dominant Tenement; and
 - (b) remain upon the Waiting Room for the purpose of awaiting admission to the professional suite located in the Dominant Tenement at all times in accordance with any rules and regulations reasonably imposed by the proprietor of the Servient Tenement and notified in writing to the proprietor of the Dominant Tenement.
- (2) The proprietor of the Dominant Tenement shall indemnify and save harmless the proprietor of the Servient Tenement from and in respect of all claims, demands, costs, damages, causes of action and sums of money for which the proprietor or the Servient Tenement may be or become liable by reason of:
 - (a) the negligent or wilful act or omission of; or
 - (b) any act or omission in breach of any rules and regulations imposed in accordance with this easement committed or permitted by the proprietor of the Dominant Tenement or any agent, contractor, invitee, employee or other person claiming through or under him or by his right to enter or remain upon the Servient Tenement.

4. Terms of Restriction on use fourthly referred to in the Plan.

- (1) No lot burdened is to be occupied or allowed to be used for the purpose of a cafe or restaurant or for the sale of takeaway food, confectionery, drinks or other foodstuffs.

PJA:585379



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
AS TO USER INTENDED TO BE CREATED PURSUANT TO
SECTION 7(3) STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973
AND SECTION 88B CONVEYANCING ACT 1919**

WIDTHS ARE IN METRES:

(SHEET 5 OF 5 SHEETS)

SP60845

Subdivision of Lot 11 in DP 876245 covered by
Council Clerk's Certificate No. S880-94 of 21.6.94
as amended on 29.11.95

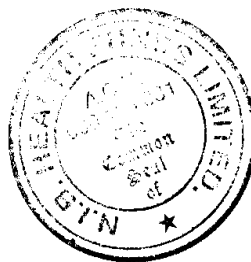
- (2) The person empowered to release vary or modify this restriction is the
Proprietor for the time being of Lot 4.

THE COMMON SEAL OF MAUNALO)
PTY LIMITED was affixed in accordance)
with its Articles of Association and in the)
presence of:)

.....
Director

.....
Director/Secretary

EXECUTED for MAUNALO PTY)
LIMITED by NIB Health Funds Limited)
the duly appointed attorney of MAUNALO)
PTY LIMITED by Deed dated 21)
September 1995 Registered No 480)
Book 4156 which attorney has)
no notice of revocation of the Power of)
Attorney.)



.....
Director

.....
Director/Secretary

PJA:585379



(E)

SP60845

1/8

**INSTRUMENT SETTING OUT THE TERMS OF BY-LAWS TO BE CREATED
UPON REGISTRATION OF STRATA PLAN**

By-Law 1 Noise

A Owner or Occupier of a lot shall not upon the parcel create any noise likely to interfere with the peaceful enjoyment of the Owner or Occupier of another lot or of any person lawfully using Common Property.

By-Law 2 Vehicles

A Owner or Occupier of a lot shall not park or stand any motor or other vehicle upon Common Property except with the written approval of the Owner's Corporation.

By-Law 3 Obstruction of Common Property

A Owner or Occupier of a lot shall not obstruct lawful use of Common Property by any person.

By-Law 4 Damage to lawns, etc.

A Owner or Occupier of a lot shall not -

- (a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated upon Common Property; or
- (b) use for his own purposes as a garden any portion of the Common Property.

By-Law 5 Damage to Common Property

- (1) A Owner or Occupier of a lot shall not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the Common Property without the approval in writing of the Owner's Corporation, but this By-Law does not prevent a Owner or person authorised by him from installing -
 - (a) any locking or other safety device for protection of his lot against intruders; or
 - (b) any screen or other device to prevent entry of animals or insects upon his lot, subject to the locking or safety device or the screen or other device, as the case may be, being installed in a workmanlike manner and subject to its appearance, after it has been installed, being in keeping with the appearance of the rest of the building.
- (2) Notwithstanding section 62, the Owner of a lot shall maintain and keep in a state of good and serviceable repair any installation referred to in sub-clause (1) that services the lot.



2/8

SP 60845

By-Law 6 Behaviour upon Common Property

A Owner or Occupier of a lot when upon Common Property shall be adequately clothed and shall not use language or behave in a manner likely to cause offence or embarrassment to the Owner or Occupier of another lot or to any person lawfully using Common Property.

By-Law 7 Children upon Common Property

A Owner or Occupier of a lot shall not permit any child of whom he has control to play upon Common Property within the building or, unless accompanied by an adult exercising effective control, to be or to remain on Common Property comprising a laundry, car parking area or other area of possible damage or hazard to children.

By-Law 8 Behaviour of invitees

A Owner or Occupier of a lot shall take all reasonable steps to ensure that his invitees do not behave in a manner likely to interfere with the peaceful enjoyment of the Owner or Occupier of another lot or of any person lawfully using Common Property.

By-Law 9 Rubbish on Common Property

A Owner or Occupier of a lot shall not deposit or throw upon the Common Property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the Owner or Occupier of another lot or of any person lawfully using Common Property.

By-Law 10 Drying of laundry items

A Owner or Occupier of a lot shall not, except with the consent of the Owner's Corporation, hang any washing, towel, bedding clothing or other article on any part of the parcel in such a way as to be visible from outside the building other than on any lines provided by the Owner's Corporation for the purpose and there only for a reasonable period.

By-Law 11 Cleaning windows

A Owner or Occupier of a lot shall keep clean all glass in windows and all doors on the boundary of his lot, including so much thereof as is Common Property.

By-Law 12 Inflammable liquids

A Owner or Occupier of a lot shall not, except with the approval in writing of the Owner's Corporation, use or store upon his lot or upon the Common Property any inflammable chemical, liquid or gas or other inflammable material, other than chemicals, liquids, gases or other material used or intended



3/8

SP60845

to be used for domestic purposes, or any such chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

By-Law 13 Moving furniture

An Owner or Occupier of a lot shall not transport any furniture or large object through or upon Common Property within the building unless he has first given to the Executive Committee notice of his intention to do so sufficient in the circumstances to enable the Executive Committee to arrange for its nominee to be present at the time when he does so.

By-Law 14 Floor coverings

An Owner or Occupier of a lot shall ensure that all floor space within his lot (other than comprising kitchen, laundry, lavatory or bathroom) is covered or otherwise treated to any extent sufficient to prevent the transmission therefrom of noise likely to disturb the peaceful enjoyment of the Owner or Occupier of another lot.

By-Law 15 Garbage disposal

An Owner or Occupier of a lot -

- (a) shall maintain within his lot, or on such part of the Common Property as may be authorised by the Owner's Corporation, in clean and dry condition and adequately covered a receptacle for garbage;
- (b) shall ensure that before refuse is placed in the receptacle it is securely wrapped or, in the case of tins or other containers, completely drained;
- (c) for the purpose of having the garbage collected shall, not more than twelve hours before the time at which garbage is normally collected, place the receptacle within an area designated for that purpose by the Owner's Corporation;
- (d) when the garbage has been collected shall promptly return the receptacle to his lot or other area referred to in paragraph (1);
- (e) shall not place anything in the receptacle of the Owner or Occupier of any other lot except with the permission of that Owner or Occupier; and
- (f) shall promptly remove anything which he or the garbage collector may have spilled from the receptacle and shall take such action as may be necessary to clean the area within which that thing was so spilled.

By-Law 16 Animals

Subject to section 49(4), an Owner or Occupier of a lot shall not, without the approval in writing of the Owner's Corporation, keep any animal upon his lot or the Common Property.



4/8

SP60845

By-Law 17 Alteration to lot

The Owner of a lot shall not alter the structure of the lot without giving to the Owner's Corporation, not later than 14 days before commencement of the alteration, a written notice describing the proposed alteration.

By-Law 18 Appearance of lot

The Owner or Occupier of a lot shall not, without the written consent of the Owner's Corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.

By-Law 19 Exclusive Use Parking

The Owners for the time being of each of the Lots 1 through to 10 shall be entitled to exclusive use and enjoyment of that part of the common property ("Exclusive Parking Space") as is:-

- (i) respectively allocated to each of those lots in Schedule 1 and forming part of this By-Law; and
- (ii) designated as the exclusive parking space allocated to that lot on sheet 7 of the Strata Plan and forming part of this By-Law.

Subject to the following terms and conditions:-

- (a) The exclusive parking space shall only be used for the purpose of parking a motor vehicle, motor cycle or bicycle;
- (b) The Owner shall keep the parking space clean of grease and oil;
- (c) No mechanical or other repairs shall be carried out on the Exclusive Parking Space;
- (d) Except as otherwise provided in this By-law, the Owner's Corporation shall continue to be responsible for the proper maintenance and keeping in a state of good and serviceable repair, of the Exclusive Parking Space.

By-Law 20 Cafe Area

The Owner for the time being of Lot No. 4 will be entitled to exclusive use and enjoyment of that part of the common property ("Cafe Area") designated in sheet 3 of the Strata Plan as "Common Property Subject to By-law No 20" subject to observation of the following terms and conditions by the Proprietor of Lot 4:-

- (a) the area is to be used only as an exterior annex of Lot 4 on which tables and chairs, ancillary furniture (such as menu boards and pot plants) ("the furniture") may be placed;



5/6

SP 60845

- (b) the furniture in the Cafe Area must be kept in good order and repair;
- (c) Other than with the written consent of the Owner's Corporation, may not maintain in the Cafe Area anything visible from outside the Cafe Area or anything which, when viewed from outside the Cafe Area, is not, in the opinion of the Executive Committee of the Owner's Corporation:-
 - (i) in keeping with the function and use of the rest of the strata scheme; or
 - (ii) in keeping with the rest of the common property;
- (d) must be kept clean and tidy;
- (e) arrange and maintain public liability insurance cover in respect of the Cafe Area and produce evidence of same when called upon to do so by the Owner's Corporation; and
- (f) except as otherwise provided in this By-law, the Owner's Corporation shall be responsible for the proper maintenance and repair of the Cafe Area.

By-Law 21 Owner's Air Conditioning

The Owners for the time being of Lots 5 and 10, shall have the right to the exclusive use and enjoyment of so much of the common property as is necessary to install, maintain and, where necessary, replace the several works specified in this By-Law in the location, designated in the Roof Plan shown on Sheet 6 of the Strata Plan which is within the space between the first floor ceiling and the roof on the terms and conditions specified herein.

In this By-Law the expression "the several works" means the installation and maintenance of an air conditioning system including compressors, condensers, evaporator, water cooling tower, ducting, water conduits, associated electrical wiring and any concrete pad on which equipment is mounted. The terms and conditions to be observed by the Owners of Lots 5 and 10 are:-

- (a) the several works must be installed and maintained in a good order, service and repair by a qualified Air Conditioning Engineer appointed by the Owners of Lots 5 and 10;
- (b) the costs of installation and all costs of maintenance, repair and replacement of the several works and any common property to which equipment is attached, shall be paid by the Owners of Lots 5 and 10.
- (c) any water cooling tower and associated water circulating system shall be maintained at the expense of the Owners of Lots 5 and 10 so as to

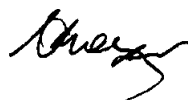


6/8

SP60845

meet any relevant health laws and regulations as amended from time to time and in accordance with the requirements of the Standards Association of Australia.

- (d) the Owners of Lots 5 and 10 shall, during the months of January, April, July and October of each year written provide current evidence from a maintenance organisation approved by the appropriate Government and/or Statutory Authorities and, when required, from an approved Pathology Laboratory, as to the standard of the maintenance and the results of Pathology Tests with respect to the water being circulated in the air conditioning system. Within 14 days of the receipt of the report, the Proprietors shall take whatever action is recommended by the report and within 21 days of the completion of the work recommended by the report shall provide the Owner's Corporation with another report certifying the action taken by the Proprietors..
- (e) the Owners for the time being of Lots 5 and 10 shall keep the relevant air conditioning system in good order and repair and ensure no rust stains emanating therefrom affect any common property.
- (f) if the air conditioning system falls into a state of disrepair or into a state which adversely affects the appearance of any part of the common property, the Owners of Lots 5 and 10 shall, if called upon by the Owner's Corporation, replace the air-conditioning system or carry out all repairs and maintenance deemed necessary by the Owner's Corporation or any consultants engaged by or on behalf of the Owner's Corporation. If the Proprietors do not undertake the restoration work within a reasonable time of being required to do so by the Owner's Corporation, the Owner's Corporation after giving notice of its intention to do so, may engage a builder and/or trades people to carry out the appropriate work. The Owners of Lots 5 and 10 shall on demand pay the costs incurred by the Owner's Corporation in carrying out of such work.
- (g) in the event of the air conditioning system being removed either at the instigation of the Owners of Lots 5 and 10 or the Owner's Corporation, any part of the common property damaged or opened as a result of the installation or removal of the system shall be restored to match the adjacent common property to the satisfaction of the Owner's Corporation and such restoration shall be at the expense of the Owners of Lots 5 and 10. If the Owners of Lots 5 and 10 do not undertake the restoration work within a reasonable time after being notified by the Owner's Corporation to do such work, the Owner's Corporation may engage a builder and/or trades people to carry out the appropriate work. The Owners of Lots 5 and 10 shall on demand pay the costs incurred by the Owner's Corporation in carrying out such work.



7/8

SP60845

- (h) the air conditioning system and associated equipment is to be insulated to a standard deemed adequate by the Owner's Corporation against the transmission of noise and vibration either airborne through the building structure, or through the ground by the Owners of Lots 5 and 10.
- (i) the Owners for the time being of Lots 5 and 10 shall indemnify the Owner's Corporation against all claims for loss, damage or injury arising out of the several works by reason of the act or negligence of the Owners or the act or negligence of any of the Owners' employees, agents or contractors.
- (j) the Owner's Corporation retains the right to enter upon the common property the subject of this By-Law to maintain any adjoining common property.

THE COMMON SEAL OF MAUNALO)
 PTY LIMITED was affixed in accordance)
 with its Articles of Association and in the)
 presence of:)

.....
 Director

.....
 Director/Secretary

EXECUTED for MAUNALO PTY)
 LIMITED by NIB Health Funds Limited)
 the duly appointed attorney of MAUNALO)
 PTY LIMITED by Deed dated 21)
 September 1995 Registered No 480)
 Book 4156 which attorney has)
 no notice of revocation of the Power of)
 Attorney.)



.....
 Director

.....
 Director/Secretary

8/8

SP60845

SCHEDULE 1

ALLOCATION OF EXCLUSIVE PARKING

FIRST COLUMN
LOT NUMBER

SECOND COLUMN
CAR SPACE NUMBER

1	1, 2
2	3, 4
3	5, 6
4	7, 8
5	13 to 16 inclusive, 21, 22, 33 to 37 inclusive, 43 to 47 inclusive
6	55, 56, 57, 58
7	19, 20
8	9, 10
9	11, 12
10	17, 18, 23 to 32 inclusive, 38 to 42 inclusive, 48 to 54 inclusive, and 59 and 60.

REGISTERED  8W 11-8-1999

PJA:585399

hgh

Therese