



Town of Victoria Park Local Planning Scheme No. 2

Amendment No. 3

Restrictive Covenants - Bentley Technology Park

Document Information

Scheme Amendment Request Report

Bentley Technology Park
DevelopmentWA
20~054

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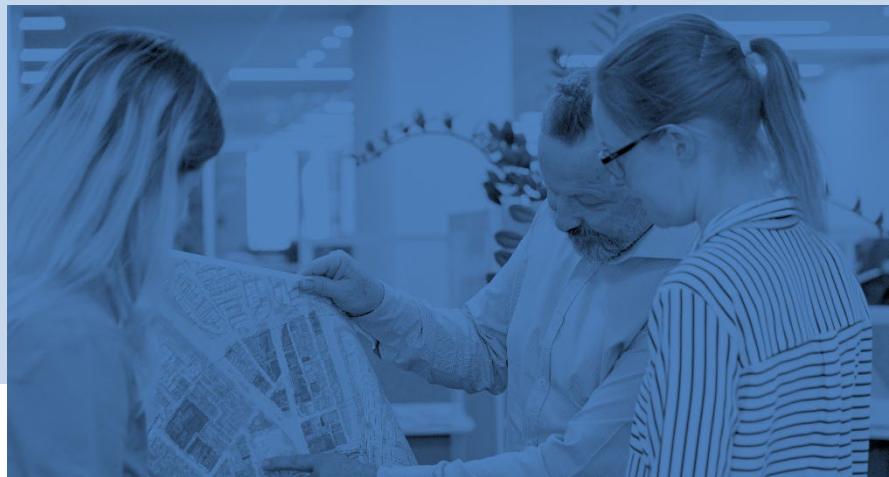
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PLANNING AND DEVELOPMENT ACT 2005

**RESOLUTION TO ADOPT AMENDMENT
TO LOCAL PLANNING SCHEME**

TOWN OF VICTORIA PARK

LOCAL PLANNING SCHEME NO. 2 – AMENDMENT NO.3

RESOLVED that the Council, pursuant to Section 75 of the *Planning and Development Act 2005* initiate an amendment to the Town of Victoria Park Local Planning Scheme No. 2 as follows:

- (i) Insert (3) under 'Clause 35 – Restrictive Covenants'.
- (3) A restrictive covenant affecting land in SU1 – Technology Park, Bentley depicted in Schedule D – Special Use Zones that has the effect of restricting sale, lease, subdivision, land use, construction, building height, fencing, parking or materials which may be developed on the land is extinguished.

Note: The owner of land affected by a restrictive covenant which is extinguished by operation of this clause should apply to the Registrar of Titles under the Transfer of Land Act 1893 for a memorandum of the discharge of the restrictive covenant to be entered on the certificate of title, to ensure that the Register reflects the statutory operation of this local planning scheme.

The amendment is 'standard' under the provisions of the *Planning and Development (Local Planning Schemes) Regulations 2015* for the following reason(s):

- a) The amendment is consistent with a local planning strategy for the scheme that has been endorsed by the Commission;
- b) Is an amendment relating to a zone or reserve that is consistent with the objectives identified in the scheme for that zone or reserve;
- c) The amendment does not result in any significant environmental, social, economic or governance impacts on land in the scheme area.
- d) It is considered that the amendment would have minimal impact on the land in the scheme area that is not the subject of the amendment.

Dated this day of

Chief Executive Officer

1.0 Introduction

1.1 Purpose of Report

This report has been prepared on behalf of Development WA in support of a proposal to amend the Town of Victoria Park Local Planning Scheme No. 2 (**LPS2**) to introduce new provisions under Clause 35 – Restrictive Covenants to extinguish the restrictive covenants imposed on existing lots within the eastern portion of the Bentley Technology Park (**BTP**), identified as Special Use 1 (**SU1**) – Technology Park, Bentley within LPS2 .

1.2 Site Overview

This Scheme Amendment Request relates to the area as shown in **Figure 1 (amendment area)**, which is located in the Town of Victoria Park (**ToVP**) municipality and is bound by Kent Street to the west, Jarrah Road to the north, Hayman Road to the south and the South Metropolitan TAFE to the east.

The amendment area comprises a substantial portion of the BTP. It includes the amendment area, in addition to a portion of land to the west of Kent Street, the south of Burvill Court and north of Hayman Road as shown in **Figure 1**. The BTP spans across the suburbs of Bentley and Kensington within the ToVP and City of South Perth (**CoSP**) respectively. The BTP is one of several key precincts within the Bentley-Curtin Specialised Activity Centre (**Specialised Activity Centre**) – one of five specialised centres in the Perth region, and significant to the regions and the wider State’s economy. Land use and development within the entire Specialised Activity Centre, including the BTP, is guided by the Bentley-Curtin Activity Centre Plan (**ACP**) in addition to other components of the State and local planning framework.

The planning framework relevant to this Scheme Amendment Request is discussed in **Section 2** of this report.

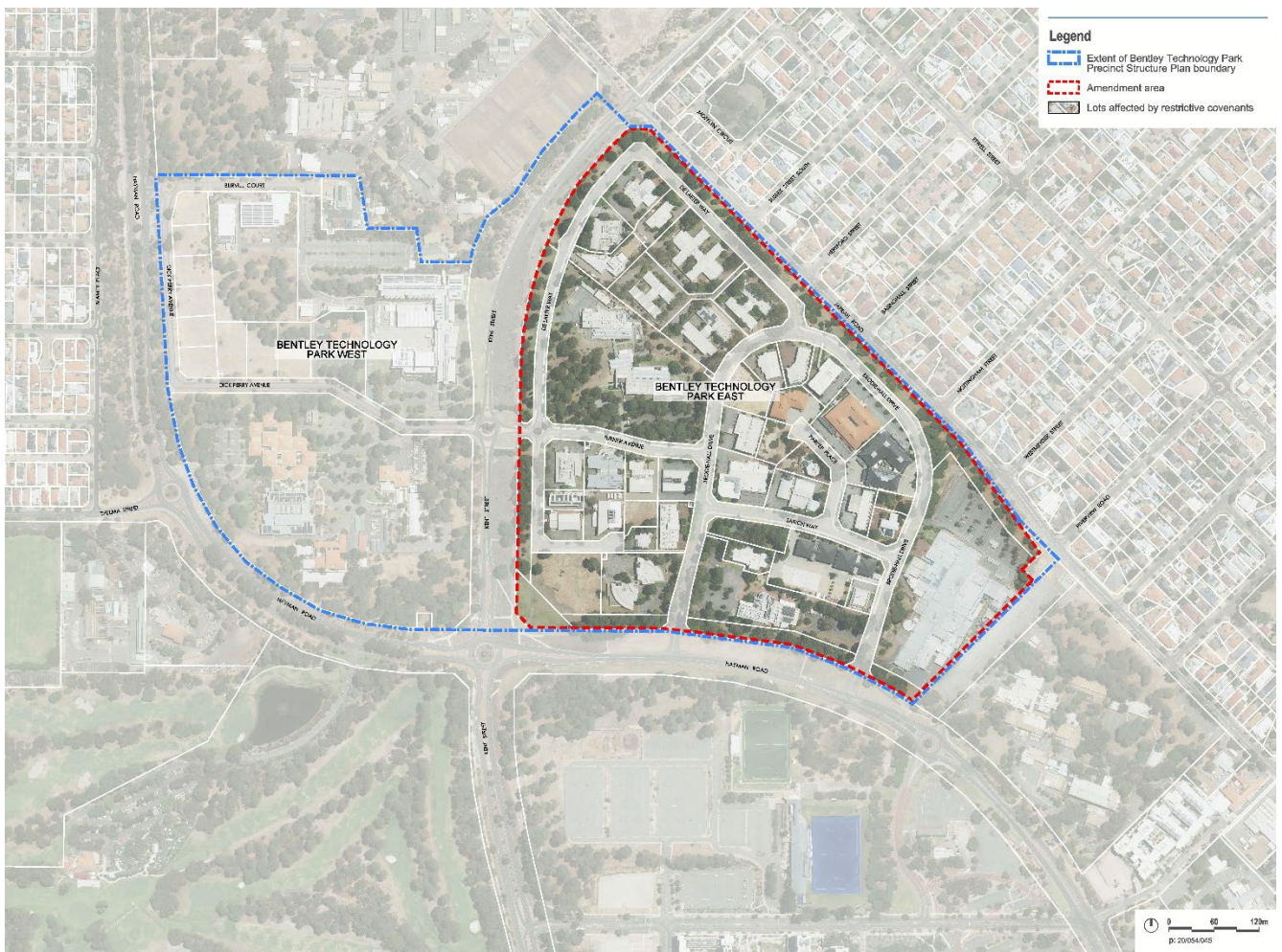


Figure 1 Extent of Scheme Amendment Area

1.3 Restrictive Covenants

Historic restrictive covenants apply to multiple properties within the amendment area (**Figure 1**) which are embedded in Transfers of Land from when the land was initially sold by the Minister for Commerce and State Development in 1985.

The restrictive covenants subject to this Scheme Amendment Request include, but are not limited to, those listed in **Table 1** below. Copies of the restrictive covenants are provided in **Appendix A**.

The restrictive covenants implement an independent set of land use planning controls which prohibits the leasing, sale and development of land and includes outdated controls affecting land use, built form, landscaping and car parking subject to permission. They require landowners to obtain approval from the Minister for State Development (or the Western Australian Technology Development Authority for lots affected by D388828 & D513311), under the covenants (in addition to ordinary statutory approvals) and the process to secure this approval is unclear, convoluted, and not established in legislation or regulated by regulations.

This information highlights the purpose of the restrictive covenants are to:

1. Outright prohibit particular land uses;
2. Impose restrictions on materials, construction, colours, signage, parking and fencing unless granted permission by the Minister of State Development;
3. Prohibit the subdivision, sale, and leasing of land unless granted permission by the Minister of State Development; and
4. Restricts subdivision, construction, materials and/or land use unless otherwise approved by the Western Australian Technology Development Authority (quasi-development assessment process, supplementary to the typical statutory process).

Table 1 Restrictive Covenants Subject to this Scheme Amendment Request

Registration No.	Lots Affected	Parties	Purpose
P422732	Lot 6 on Plan 15403 Lot 101 on Plan 15736 Lot 5 on Plan 15403 Lot 112 on Plan 16869 Lots 2-4 on Stata Plan 28659 Lot 107 on Diagram 16869	Agreement dated 19 September 2022 between Minister for State Development, Jobs and Trade and the Transferee.	Restricts the use of land for any purpose other than as a technology park.
D388828	Lot 25 on Diagram 87926	Agreement dated 24 December 1986 between Western Australian Technology Development Authority and the Transferee.	Prohibits construction, materials, land use unless approved by the Western Australian Technology Development Authority.
D513311	Lot 25 on Diagram 513311	Agreement dated 30 June 1987 between Western Australian Technology Development Authority and the Transferee.	Restricts construction, materials, land use unless approved by the Western Australian Technology Development Authority.
G800139	Lots 1-7 on Strata Plan 35120	Agreement dated 8 May 1998 between Minister for Commerce and Trade and the Transferee.	Restricts subdivision, construction, materials, land use unless approved by the Western Australian Technology Development Authority.
G856494	Lot 72 on Diagram 93920	Agreement dated 9 July 1998 between Minister for Commerce and Trade and the Transferee.	Restricts subdivision, sale, parking, construction, materials and land use.
H400022	Lots 1-2 on Plan 407554	Agreement dated 18 February 2000 between Minister for Commerce and Trade and the Transferee.	Restricts subdivision, sale, parking, construction, materials and land use.
G600341	Lots 1-3 on Strata Plan 34331	Agreement dated 2 October 1997 between Minister for Commerce and Trade and the Transferee.	Restricts subdivision, sale, parking, construction, materials and land use.
G432745	Lot 23 on Plan 15737	Agreement dated 25 March 1997 between Minister for Commerce and Trade and the Transferee.	Restricts subdivision, sale, parking, construction, materials and land use.
H488182	Lot 24 on Plan 15737	Agreement dated 28 June 2000 between Minister for Commerce and Trade and the Transferee.	Restricts subdivision, sale, parking, construction, materials and land use.
E985224	Lots 1-5 on Strata Plan 74457	Agreement dated 27 August 1992 between Minister for State Development and the Transferee.	Restricts subdivision, sale, parking, construction, materials and land use.
F132393	Lot 62 on Diagram 78524	Agreement dated 21 December 1992 between Minister for State Development and the Transferee.	Restricts subdivision, sale, parking, construction, materials and land use.
E664913	Lot 60 on Diagram 78522	Agreement dated 20 June 1991 between Minister for State Development and the Transferee.	Restricts subdivision, sale, parking, construction, materials and land use.
I954818	Lot 71 on Plan 30187	Agreement dated 7 July 2004 between Minister for State Development and the Transferee.	Restricts subdivision, sale, parking, construction, materials and land use.

Registration No.	Lots Affected	Parties	Purpose
G548183	Lots 1-5 on Strata Plan 36849	Agreement dated 5 August 1997 between Minister for Commerce and Trade and the Transferee.	Restricts subdivision, sale, parking, construction, materials and land use.
E009404	Lots 1-12 on Stata Plan 23046	Agreement dated 26 January 1989 between Minister for Economic Development and Trade and the Transferee.	Restricts subdivision, sale, parking, construction, materials and land use.
I476812	Lot 72 on Plan 30187	Agreement dated 12 February 2003 between Minister for State Development and the Transferee.	Restricts parking, construction, materials and land use.
G188728	Lot 30 on Plan 15737	Agreement dated 27 May 1996 between Minister for Commerce and Trade and the Transferee.	Restricts subdivision, sale, lease, parking, construction, materials and land use.
I339959	Lot 74 on Plan 34132	Agreement dated 27 December 2002 between Minister for State Development and the Transferee.	Restricts subdivision, sale, lease, parking, construction, materials and land use.
H343725	Lot 4 on Strata Plan 28658	Agreement dated 14 January 2000 between Minister for Commerce and Trade and the Transferee.	Restricts subdivision, sale, lease, parking, construction, materials and land use.
F820472	Lot 20 on Diagram 92003 Lot 18 on Diagram 88800 Lot 24 on Plan 24848	Agreement dated 1 March 1995 between Minister for Commerce and Trade and the Transferee.	Restricts subdivision, sale, lease, parking, construction, materials and land use.
D773503	Lot 101 on Diagram 73566	Agreement dated 31 March 1988 between Minister for Economic Development and Trade and the Transferee.	Restricts subdivision, sale, lease, parking, construction, materials and land use.
E924052	Lots 1-2 on Strata Plan 26764	Agreement dated 26 June 1992 between Minister for State Development and the Transferee.	Restricts subdivision, sale, lease, parking, construction, materials and land use.
E272872	Lot 105 on Plan 16869	Agreement dated 10 January 1990 between Minister for Economic Development and the Transferee.	Restricts subdivision, sale, lease, parking, construction, materials and land use.
I650482	Lot 106 on Plan 16869	Agreement dated 18 August 2003 between Minister for State Development and the Transferee.	Restricts subdivision, sale, lease, parking, construction, fencing, materials and land use.
G357029	Lot 1 on Diagram 91589	Agreement dated 19 December 1996 between Minister for Commerce and Trade and the Transferee.	Restricts subdivision, sale, lease, parking, construction, fencing, materials and land use.
G357068	Lot 201 on Diagram 88801	Agreement dated 4 December 1996 between Minister for Commerce and Trade and the Transferee.	Restricts subdivision, sale, lease, parking, construction, fencing, materials and land use.
F926992	Lot 202 on Diagram 88801	Agreement dated 16 June 1995 between Minister for Commerce and Trade and the Transferee.	Restricts subdivision, sale, lease, parking, construction, fencing, materials and land use.
E121616	Lots 1-2 on Strata Plan 41209	Agreement dated 8 June 1989 between Minister for Economic Development and Trade and the Transferee.	Restricts subdivision, sale, lease, parking, construction, fencing, materials and land use.

Registration No.	Lots Affected	Parties	Purpose
H122506	Lot 111 on Plan 16869	Agreement dated 27 May 1999 between Minister for Commerce and Trade and the Transferee.	Restricts subdivision, sale, lease, parking, construction, fencing, materials and land use.

1.4 Preparation of the Bentley Technology Park Precinct Structure Plan

Taylor Burrell Barnett, along with several technical specialists (**Project Team**), have been engaged by Development WA to prepare a Precinct Structure Plan (**PSP**) for the BTP. The PSP seeks to provide a contemporary, robust and comprehensive planning framework to support the use and development of the PSP in accordance with the vision for the ACP. The PSP is intended to complement the existing State and local planning framework and guide planning assessment and decision making by all stakeholders.

The PSP has been developed collaboratively with key stakeholders, including the Department of Planning, Lands and Heritage (**DPLH**), the ToVP, the CoSP and key landowners in the precinct. The PSP is intended to be submitted to the ToVP and CoSP for consideration in due course. Once submitted, the PSP will undergo planning assessment and will be subject to a public advertising process, prior to being submitted to the DPLH for assessment on behalf of the Western Australian Planning Commission (**WAPC**). The WAPC is the ultimate decision-maker for the PSP.

If approved by the WAPC, the PSP will be given statutory effect through clause 27 of the Planning and Development (Local Planning Schemes) Regulations 2015 (**Regulations**), which requires a decision-maker for an application for development approval or subdivision approval in an area covered by a structure plan to have due regard to the structure plan when making a determination.

In parallel to the determination of the PSP, it is envisioned that this scheme amendment would be implemented, providing for a contemporary, orderly and proper planning framework and the ordinary pathways for development assessment.

1.4.1 Relationship with this Scheme Amendment Request

This Scheme Amendment Request is intrinsically linked to the implementation of the PSP. Removal of the restrictive covenants are critical to achieve the following objectives:

- Establishing a contemporary, robust, and comprehensive planning framework for the BTP, consistent with the requirements of the ACP; and
- Enabling a streamlined subdivision and development assessment process, in alignment with standard statutory procedures.

The PSP will establish contemporary land use and development controls that are intended to supersede the provisions of the existing restrictive covenants. In doing so, the PSP will also serve to 'fill in the blanks' of the ACP and provide a finer level of detail to guide land use, subdivision and development. While the ACP sets out the overarching vision, structure, and strategic intent for the precinct, the PSP will translate these broader objectives into site-specific planning and design responses—ensuring a more coordinated, practical, and implementable planning framework.

Should the restrictive covenants remain in place following the approval and implementation of the PSP, affected landowners and proponents will be placed in the difficult position of having to navigate competing land use and development controls. This results in an unclear, quasi-approval process—requiring consideration of both the covenants and the PSP—in addition to the ordinary statutory processes. This creates uncertainty and the potential for conflicting design requirements, ultimately complicating the delivery of development outcomes.

The removal of the restrictive covenants seeks to resolve these issues by enabling a streamlined and contemporary planning framework that supports development and facilitates orderly and proper planning assessment processes.

1.4.2 Pre-Lodgement Engagement

To inform the preparation of this Scheme Amendment Request, engagement has been undertaken with key stakeholders.

Landowners

Development WA and the Project Team have undertaken a comprehensive pre-lodgement engagement process to provide key stakeholders with an opportunity to input into the development of the PSP. This includes several one-to-one conversations with key stakeholders, working group meetings, site visits, workshops and ongoing correspondence.

Through these discussions, landowners have consistently expressed their frustrations regarding the building limitations and unclear approval pathway stemming from the restrictive covenants and there is strong support for their removal.

Department of Energy and Economic Diversification

The BTP previously formed part of the Department of Energy and Economic Diversification's (formerly known as the Department of Jobs, Tourism, Science & Innovation (**JTSI**)) property portfolio and was recently transferred to Development WA in June 2020. Although the land was transferred to Development WA, the Minister for State Development (the Honourable Roger Cook, Premier; Minister for State Development; Trade and Investment; Economic Diversification) remains the covenantee and is responsible for the enforcement of the restrictive covenants.

In July 2024, Development WA's Leasing Team engaged with the JTSI to discuss the proposal the removal of the restrictive covenants concurrent with the PSP process and sought their support. The Deputy Director General of the JTSI has expressed their support of PSP's preparation and the proposal to concurrently extinguish the restrictive covenants.

Further engagement is being undertaken alongside the assessment of this Scheme Amendment to obtain the Minister for State Development's formal support as per the direction of the DPLH.

DPLH and Town of Victoria Park

On 7 May 2025, TBB met with the DPLH and Town of Victoria Park (ToVP) to discuss the restrictive covenants impact on the implementation of the future Bentley Technology Park PSP and the process for removing the restrictive covenants via a Scheme Amendment process.

Following the meeting, TBB continued to liaise with the DPLH and ToVP regarding the proposed Scheme Text amendments required to facilitate the removal of the restrictive covenants which has been incorporated as part of this amendment request.

2.0 Planning Framework

2.1 State and Region Planning Framework

This section summarises the key components of the State and Regional planning framework relevant to this Scheme Amendment Request.

2.1.1 Planning and Development Act 2005

This Scheme Amendment Request has been prepared on behalf of DevelopmentWA, a key landowner within the amendment area. Section 75 of the *Planning and Development Act 2005* (**PD Act**) legislates that an amendment to a local planning scheme can be proposed by a landowner in the scheme area, as follows:

- (a) Prepared by the local government, approved by the Minister and published in the Gazette; or
- (b) Proposed by all or any of the owners of any land in the scheme area, adopted, with or without modifications, by the local government, approved by the Minister and published in the Gazette.

2.1.2 Perth and Peel @ 3.5 million (2018)

Perth and Peel@3.5 Million sets out an overarching framework to guide the Perth and Peel regions population growth to 3.5 million people. This is supported by a suite of four sub-regional planning framework documents. The frameworks provide guidance on where sustainable development should occur over the next 35 to 40 years to ensure the impact of urban growth on areas of environmental significance is minimised; to protect heritage; and to maximise the benefits of available land and existing infrastructure. A key focus of the framework is facilitating infill development within established urban areas, guided by ten core principles. One of these principles focuses on the development of activity centres:

“Support urban and economic development of the activity centres network as places that attract people to live and work by optimising land use and transport linkages between centres; protecting identified employment land from residential encroachment, where appropriate; and avoiding contiguous linear or ribbon development of commercial activities beyond activity centres.”

Perth and Peel @ 3.5 million identifies the Bentley-Curtin precinct as a ‘Specialised Activity Centres and a key strategic location for urban consolidation. The framework envisions Perth as a city which capitalises on technology and innovation to deliver a more competitive economy. The Specialised Activity Centre, which includes the BTP, is central to delivering this vision by supporting targeted economic and employment growth.

2.1.3 Central Sub-Regional Planning Framework (2018)

The Activity Centre is located within the Central Sub-Region. The Sub-regional Framework focuses on achieving higher infill and densities for residential development and employment within the existing built environment. Specialised Activity Centres such as Curtin-Bentley are places that have strong specialised roles focussed on regionally significant economic or institutional activities, technology-based businesses or airports within the centre.

The Central Sub-Regional Planning Framework identifies the subject land as an ‘Activity Centre’ within the Bentley Curtin Specialised Centre. According to Appendix 1, Table 6, the employment precinct is expected to generate 9,740 new jobs, increasing from 13,970 to 23,710 by 2050.

2.1.4 Metropolitan Region Scheme (2025)

The amendment area is currently zoned as ‘Urban’ under the Metropolitan Region Scheme (**MRS**), intended for *“provide for residential development and associated services, including shopping, employment, recreation, and community facilities”*. Hayman Road is also zoned as ‘Urban’ recognising its attributes as a lower order road in the

overall road hierarchy. Kent Street is reserved as an 'Other Regional Road', recognising its regional significance and higher order function.

2.1.5 State Planning Policy 4.2 – Activity Centres (2023)

State Planning Policy 4.2 - Activity Centres (**SPP 4.2**) provides the overarching framework for activity centres in the Perth, Peel and Greater Bunbury regions. Its purpose is to guide the planning and sustainable development of activity centres and manage the distribution of retail activity across the regions, in accordance with the hierarchy of activity centres.

Consistent with the Perth & Peel @ 3.5 million and Central Sub-regional planning frameworks, SPP 4.2 identifies the BTP within a wider Specialised Activity Centre. SPP 4.2 outlines the centre has specialisation of education, research and technology. The following key planning considerations are outlined in SPP 4.2:

- *Planning for these centres should aim to protect the specialisation while improving the growth and clustering of business activity of State and regional significance.*
- *These areas are to be developed as places with a concentration of linked businesses and institutions providing a major contribution to the economy, with excellent transport links and potential to accommodate significant future growth in jobs and in some instances housing.*
- *A precinct structure plan is to be prepared for strategic, secondary, district and specialised activity centres unless the Western Australian Planning Commission (WAPC) is satisfied that one is not required*

2.1.6 Bentley-Curtin Specialised Activity Centre Plan (2023)

The ACP was prepared by the DPLH on behalf of the WAPC, and in consultation with State and local governments, and key landowners, including Curtin University. The ACP provides a broad, district-level strategic planning framework designed to transform the Specialised Activity Centre into a dynamic hub of innovation, education, research, and enterprise and create stronger links between the various sub-precincts, including the Curtin Bentley campus and BTP. It promotes an urbanised environment with improved amenity and an increased mix of compatible and complementary land uses. Residential diversity in convenient locations close to places of employment and education is anticipated to make the activity centre an attractive choice for education, employment and living.

“An innovative, creative and collaborative centre of excellence in science, technology, education and research supporting the State’s economic growth through the development and commercialisation of ideas into viable and sustainable enterprises. A vibrant place that is accessible, safe, sustainable, affordable and attractive for people to study, work, live and enjoy life.”

(Vision for the Specialised Activity Centre as outlined within the ACP, WAPC 2018)

The ACP is intended to guide planning and development to 2031 and inform region and local planning scheme amendments and further detailed planning to be undertaken through the preparation of structure plans across the eight identified precincts.

The guidance provided in the ACP reinforces the need for a PSP over the BTP area and confirms that a PSP is the appropriate mechanism – rather than the current restrictive covenants – to facilitate orderly and proper detailed planning.

2.2 Town of Victoria Park Local Planning Framework

This section summarises the key components of the ToVP’s local planning framework relevant to this Scheme Amendment Request.

2.2.1 Local Planning Strategy (2022)

Local Planning Strategy sets out the City’s objectives for future planning and development within the municipality over the next 10-15 years. The Strategy establishes specific growth objectives for Specialised Activity Centre which are as follows:

- *To develop an innovative, creative and collaborative centre of excellence in science, technology, education and research of State significance.*

- *To develop a network of specialised places that deliver the vision for the Bentley-Curtin Specialised Activity Centre Plan and are compatible with the Town’s activity centre hierarchy.*
- *To encourage innovative and sustainable city building and place-making from concept design through to long-term management.*

The Strategy recognises the significance of the components of the activity centre located within the local government area and supports the undertaking of detailed planning in accordance with the guidance outlined within the ACP.

2.2.2 Local Planning Scheme No. 2 (2024)

The Town of Victoria Park’s Local Planning Scheme No. 2 (LPS2) was recently gazetted on 18 December 2024 and zones the subject area as SU1. The purpose of SU1 is outlined below:

“The Technology Park Special Use zone shall be promoted and consolidated as a specialised location for research and development activities supported by a mix of complementary uses with regard to the Bentley-Curtin Specialised Activity Centre Plan.”

Schedule D sets out the permissibility and conditions associated with land use in SU1. The provisions reinforce the primacy of the use of the scheme amendment area for the purposes of research and development but allows for a range of potentially complementary and compatible land uses as discretionary (‘D’) uses, subject to conditions being fulfilled. These conditions reinforce the need for a PSP to provide a planning framework that supports the exercise of discretion when it comes to determining the appropriateness of several land uses and confirms a PSP is the appropriate mechanism for detailed planning, rather than the current restrictive covenants.

3.0 Scheme Amendment Request

3.1 Proposal

This Scheme Amendment Request proposes to amend LPS2 as follows:

- Amend the Scheme Text to insert (3) under 'Clause 35 – Restrictive Covenants':

“(3) A restrictive covenant affecting land in SU1 – Technology Park, Bentley depicted in Schedule D – Special Use Zones that has the effect of restricting sale, lease, subdivision, land use, construction, building height, fencing, parking or materials which may be developed on the land is extinguished.

Note: The owner of land affected by a restrictive covenant which is extinguished by operation of this clause should apply to the Registrar of Titles under the Transfer of Land Act 1893 for a memorandum of the discharge of the restrictive covenant to be entered on the certificate of title, to ensure that the Register reflects the statutory operation of this local planning scheme.”

The proposal is considered to be a 'standard' amendment under the provisions of the Regulations for the following reasons:

- The amendment would have minimal impact on land in the scheme area that is not the subject of the amendment;
- The amendment would not result in any significant environmental, social, economic or governance impacts on land in the scheme area; and
- The amendment is not a complex or basic amendment.

3.2 Basis

This Scheme Amendment Request proposes to utilise the powers of LPS 2 to extinguish 29 restrictive covenants (refer to **Table 1**) which impact on the ability for the BTP to be developed to its potential consistent with the State, region local planning framework. The restrictive covenants also hinder the successful implementation of a future PSP over the BTP and undermine the intent of this planning framework as a mechanism for guiding detailed planning in the scheme amendment area. Extinguishing the restrictive covenants allows for the eastern portion of the BTP to develop in accordance with the planning framework and facilitates the orderly and proper planning of the scheme amendment area.

The PD Act provides the ability for a local planning scheme (or amendment) to extinguish restrictive covenants.

Section 69(1)(b) of the PD Act provides the ability for a planning scheme (or amendment) to make *“provision for all or any purpose, provisions, powers or works referred to in Schedule 7”* Clause 11(1) of Schedule 7 of the PD Act states that a planning scheme may provide for *“the extinguishment or variation of any restrictive covenant, easement or right of way.”*

The PD Act does not discriminate the extent to which an application may extinguish encumbrances via a Scheme Amendment process but any proposal to amend or remove an encumbrance must be based on justifiable planning grounds.

3.3 Assessment

The removal of the restrictive covenants allows for the effective implementation of the State and local planning framework and including the developing PSP. The establishment of the planning framework has been based on extensive strategic planning for the BTP, and removing the restrictive covenants enables the standards and controls

embedded within the planning framework to be implemented in accordance with the vision for the amendment area. The PSP will contain contemporary built form controls which relate specifically to development, built form, land use, parking, fencing, streetscape and amenity within the precinct, making the purpose of the restrictive covenants redundant.

The PSP, in addition to the current State, region and local planning framework including the controls within LPS 2 and the ACP provide for an orderly and proper planning framework that appropriately control land use and development within the amendment area, in accordance with common planning practice.

Appendix B provides an assessment outlining how the current planning framework and future PSP provides the standards and controls which supersede the restrictive covenants, thereby making them redundant.

Removal of the restrictive covenants also facilitates the typical subdivision and development assessment processes for the amendment area and removes the need to obtain prior approval from the Minister of State Development. This allows for the orderly and proper planning processes to be implemented to the benefit of landowners in the amendment area, and streamlines the process in accordance with the goal 3 of the State Governments planning reforms:

*“Planning systems are consistent and efficient.”
(Goal 3 of the Action Plan for Planning Reform, WAPC 2019)*

3.4 Implementation

The Regulations outline different statutory processes and timeframes for the assessment, determination and implementation of an amendment to a Local Planning Scheme and Precent Structure Plans. While these are separate processes—each with their own procedural requirements, public consultation obligations, and approval pathways—the Regulations do not preclude them from being progressed concurrently. Accordingly, the DPLH and the ToVP may consider this Scheme Amendment Request ahead of the consideration of the draft PSP, to facilitate coordinated and timely planning outcomes.

Submitting this Scheme Amendment Request ahead of the PSP seeks to ensure a seamless transition between the lifting of the restrictive covenants and implementation of the PSP. Through the Bentley Technology Park Working Group, attended by the DPLH, the ToVP and key other stakeholders, a collaborative and concerted effort will be placed on managing the two connected planning processes through their respective process.

It is considered that a robust and appropriate planning framework is already in place, with sufficient standards and controls embedded within LPS2 and the approved ACP, to support the removal of the existing restrictive covenants in advance of the determination of the PSP. While the PSP will build upon and enhance the existing framework by providing further detail on land use, subdivision, development and infrastructure, it is not intended to introduce any fundamental or critical standards or controls that would warrant deferring the removal of the covenants. The existing planning instruments provide adequate statutory and strategic guidance to manage land use and development in the interim, ensuring that orderly and proper planning can be achieved without reliance on the PSP.

On this basis, it is requested that this Scheme Amendment Request is initiated as soon as practical.

4.0 Conclusion

The BTP is a part of a Specialised Activity Centre significant to the region and State's economy. The eastern portion of the BTP, subject to this Scheme Amendment Request is affected by historic restrictive covenants that restrict land use, subdivision and development, and require a quasi-assessment process to occur prior to the proper statutory subdivision and development assessment processes. The restrictive covenants once served a legitimate planning purpose, providing a level of control over land use and development at a time when a more detailed planning framework was not in place, but now impose outdated standards and controls which substantially restrict (or in some cases prohibit) the ability for landowners to develop their landholdings in accordance with the planning framework and vision for the growth of the BTP and wider Specialised Activity Centre.

The PD Act provides Local Planning Schemes with the ability to remove restrictive covenants.

This Scheme Amendment Request seeks the ToVP to initiate a 'standard' amendment to LPS 2 to introduce provisions into Clause 35 – Restrictive Covenants to remove the restrictive covenants that apply to the land zoned SU1. The proposal is considered to be a 'standard' amendment under the provisions of the Regulations for the following reasons:

- The amendment would have minimal impact on land in the scheme area that is not the subject of the amendment;
- The amendment would not result in any significant environmental, social, economic or governance impacts on land in the scheme area; and
- The amendment is not a complex or basic amendment.

The proposed amendment is critical to supporting the proper implementation of the future PSP. Extinguishing the restrictive covenants will remove outdated land use, subdivision and development controls which currently burden the existing lots within the amendment area and remove the need for approval to be obtained from the Minister of State Development through an unclear and convoluted process prior to the commencement of the proper statutory assessment processes for subdivision and development.

Preliminary engagement with key stakeholders, including the ToVP, DPLH, CoSP and key landowners in the BTP has identified support for this proposal.

Orderly and proper planning standards and controls are already in place through the provisions of LPS 2 and ACP and will be further supplemented by guidance provided in the PSP in development by the DevelopmentWA.

On this basis, it is requested that this scheme amendment is initiated by the ToVP Council.

Planning and Development Act 2005

RESOLUTION TO AMEND LOCAL PLANNING SCHEME

*Local Planning Scheme No. 2
Scheme Amendment No. 3*

Resolved that the Local Government pursuant to section 75 of the *Planning and Development Act 2005*, amend the above Local Planning Scheme by:

- (i) Insert (3) under 'Clause 35 – Restrictive Covenants'.
 - (3) A restrictive covenant affecting land in SU1 – Technology Park, Bentley depicted in Schedule D – Special Use Zones that has the effect of restricting sale, lease, subdivision, land use, construction, building height, fencing, parking or materials which may be developed on the land is extinguished.

Note: The owner of land affected by a restrictive covenant which is extinguished by operation of this clause should apply to the Registrar of Titles under the Transfer of Land Act 1893 for a memorandum of the discharge of the restrictive covenant to be entered on the certificate of title, to ensure that the Register reflects the statutory operation of this local planning scheme.

COUNCIL ADOPTION

This Standard Amendment was adopted by resolution of the Council of the Town of Victoria Park at the Ordinary Council Meeting of the Council held on the .

.....
MAYOR/SHIRE PRESIDENT

.....
CHIEF EXECUTIVE OFFICER

COUNCIL RESOLUTION TO ADVERTISE

by resolution of the Council of the Town of Victoria Park at the Ordinary Meeting of the Council held on the , proceed to advertise this Amendment.

.....
MAYOR/SHIRE PRESIDENT

.....
CHIEF EXECUTIVE OFFICER

COUNCIL RECOMMENDATION

This Amendment is recommended for support by resolution of the Town of Victoria Park at the Ordinary Meeting of the Council held on the and the Common Seal of the Town of Victoria Park was hereunto affixed by the authority of a resolution of the Council in the presence of:

.....
MAYOR/SHIRE PRESIDENT

.....
CHIEF EXECUTIVE OFFICER

WAPC ENDORSEMENT (r.63)

.....
**DELEGATED UNDER S.16 OF
THE P&D ACT 2005**

DATE.....

APPROVAL GRANTED

.....
MINISTER FOR PLANNING

DATE.....

Appendix A

Restrictive Covenants



INSTRUCTIONS

1. This form may be used only when a "Box Type" form is not provided or is unsuitable. It may be completed in narrative style.
2. If insufficient space hereon Additional Sheet Form B1 should be used.
3. Additional Sheets shall be numbered consecutively and bound to this document by staples along the left margin prior to execution by the parties.
4. No alteration should be made by erasure. The words rejected should be scored through and those substituted typed or written above them, the alteration being initialled by the persons signing this document and their witnesses.

NOTES

1. Insert document type.
2. A separate attestation is required for every person signing this document. Each signature should be separately witnessed by an Adult Person. The address and occupation of the witness must be stated.

OFFICE USE ONLY

H 122506 RC

28 May, 1999 15:06:19 Perth



REG. \$ 64.00

LODGED BY

ADDRESS

METRO SETTLEMENTS

Level 7, City Arcade Office Tower

207 Murray St. Perth

Tel: 481 4611 Fax: 481 4119

PHONE No.

FAX No.

REFERENCE No.

ISSUING BOX No. 118

FEE: 32
ASSESS. No. 87868

PREPARED BY

KOTT GUNNING

ADDRESS:

15 William Street,
PERTH, WA 6000

PHONE No. (08) 9321 3755

FAX No. (08) 9321 3465

INSTRUCT IF ANY DOCUMENTS ARE TO ISSUE TO OTHER THAN LODGING PARTY

Empty box for instructions.

TITLES, LEASES, DECLARATIONS ETC LODGED HERewith

1.	_____	Received Items Nos. Receiving Clerk
2.	_____	
3.	_____	
4.	_____	
5.	_____	
6.	_____	

Registered pursuant to the provisions of the TRANSFER OF LAND ACT 1893 as amended on the day and time shown above and particulars entered in the Register.

EXAMINED

W 105 [Signature]



1.10 * Sale

The Grantor shall not sell, agree to sell or enter into any option to sell any part of the Grantor's Land without the prior written approval of the Grantee (such approval not to be unreasonably withheld).

1.11 Other Disposal

The Grantor shall not assign, lease or sub-let the Grantor's Land without the prior written approval of the Grantee (such approval not to be unreasonably withheld where the proposed use of the Grantor's Land by the proposed assignee, tenant or sub-tenant complies with approved zonings for the Grantor's Land)

2. BURDEN OF RESTRICTIVE COVENANT

It is intended that the burden of the restrictive covenants contained in Clause 1 above burdens and runs with the Grantor's Land.

3. BENEFIT OF RESTRICTIVE COVENANT

It is intended that the benefit of the restrictive covenants contained in Clause 1 above benefits and runs with the Grantee's Land.

4. COSTS

The Grantor must pay:

- (a) the Grantee's legal costs, charges and expenses in connection with the preparation, negotiation, completion and stamping of this deed; and
- ✓ (b) any stamp payable on this deed.

Executed as a Deed

THE COMMON SEAL of THE)
 MINISTER FOR COMMERCE AND)
 TRADE was hereunto affixed by THE)
 MINISTER FOR COMMERCE AND)
 TRADE for the time being the HON)
 HENDY COWAN in the presence of)

[Signature]
 AN ASSIGNED PUBLIC SERVANT



THE COMMON SEAL of INTELLECT)
 HOLDINGS LTD (ACN 009 366 009))
 was affixed in accordance)
 with its Constitution in the presence of)

Director: *R. Highton*
 Full Name: ROSS HIGHTON

Director/Secretary: *[Signature]*
 Full Name: ERKOL TURNER

1.1 Approval of Plans

No construction shall commence on the Grantor's Land until building plans, site plans and perspectives have been approved in writing by the Grantee and such approval shall not be unreasonably withheld, and no material or substantive variation to such plans and perspectives shall be made without the further approval of the Grantee.

1.2 Alterations and Additions

No material or substantial alteration or extension to existing improvements on the Grantor's Land shall be made without:

- (a) the prior approval of the Grantee and such approval shall not be unreasonably withheld; and
- (b) the prior approval by the Grantee (not to be unreasonably withheld) of building plans and perspectives for such alterations and extensions.

1.3 Use

No noisy, noxious or offensive trade, act, business, occupation or calling is to be carried on on the Grantor's Land which may be a nuisance to adjoining owners or occupiers or which may lawfully be deemed to be a nuisance by any local or public authority.

1.4 Health Laws

There shall be no contravention of the relevant Health, Noise Abatement, and Clean Air act and regulations, any special regulations and any by-laws or local laws (including those required by the Town of Victoria Park) pertaining to Technology Park and affecting the Grantor's Land.

1.5 Parking

No vehicle shall be permitted to be parked on the Grantor's Land other than in accordance with the location or locations specified on the building and sit plans referred to in Clause 1.1 above.

1.6 Signs

No signs shall be erected on the Grantor's Land without the prior approval of the Grantee (such approval shall not be unreasonably withheld).

1.7 Fences

No fences shall be erected on the Grantor's Land.

1.8 Trees

No trees on the Grantor's Land shall be lopped or removed unless such lopping or removal becomes necessary for ensuring the safety of persons or property.

1.9 Sub-division

The Grantor's Land shall not be sub-divided without the prior written approval of the Grantee.

GJ:151436_1

BLANK INSTRUMENT FORM

RESTRICTIVE COVENANT

(Note 1)

THIS DEED is dated

27th May

1999

WESTERN AUSTRALIA STAMP DUTY
15-JUN-99 001492934-001

DEE

VALUE \$

SD \$ *****20.00 PEN \$*****.00

BETWEEN

1. **INTELLECT HOLDINGS LIMITED (ACN 009 366 009)** of 1 Brodie Hall Drive, Bentley, WA (**Grantor**) and

2. **THE MINISTER FOR COMMERCE AND TRADE** of 197 St Georges Terrace, Perth, WA 6000 (**Grantee**) *formerly known as The Minister for*

Regional Development & Trade

RECITALS

A. The Grantor is the registered proprietor of Lot 111 on Plan 16869, being the whole of the land comprised in Certificate of Title Volume 1840 Folio 584 (**Grantor's Land**)

B. The Grantee is the registered proprietor of Lot 1 on Plan 15403 being the whole of the land comprised in Certificate of Title Volume 1738 Folio 474 (**Grantee's Land**)

C. The Grantor's Land and the Grantee's Land both form part of the commercial development known as Technology Park, Bentley (**Technology Park**)

D. In terms of Conditions 8, 9 and 10 of the contract for the sale (constituted by Offer and Acceptance dated 23 December 1993) of the Grantor's Land to the Grantor by the Grantee, the Grantor requires the consent of the Grantee to a sale of the Grantor's Land

E. The Grantor now wishes to sell the Grantor's Land

F. In exchange for the Grantee's consent, the Grantor has agreed to restrict the nature of improvements at and disposal of the Grantor's Land

The parties covenant and agree as follows:

1. **RESTRICTIVE COVENANT**

The Grantor, on behalf of itself, its successors in title, transferees and assigns of the Grantor's Land, covenants and agrees with the Grantee, the successors in title, transferees and assigns of the Grantee's Land, that:

Kott Gunning

FACSIMILE

TO: DOLA
Attention: STOPPED DOCUMENTS
Fax No: 9273 7658

FROM: Deidre Springford
Secretary:

Tel No: (08) 9321 3755
Date: 10 June 1999

Our Ref: COM521/6
DSPRINGFORD:156702_1.DOC
Fax No: (08) 9321 3465

No. of pages: 1 (including this page)

RE: REQUISITION OF 8/4/99 DEALING NO. H122404-7

Further to your requisition on document number 506, we hereby request upliftment of the Restrictive Covenant documents to enable stamping thereof and thence return to you to complete registration.

The documents in question can be forwarded to DX 110. Perth, for the writer's attention.

Thank you for your assistance



DEIDRE SPRINGFORD
 for KOTT GUNNING

Kott Gunning, LAWYERS
 Level 11, Australia Place
 15 William Street
 PERTH WA 6000
 GPO Box L890, PERTH WA 6842
 Ausdoc: DX110, PERTH
Telephone: (08) 9321 3755 Facsimile: (08) 9321 3465
 Email: kottgunn@highway1.com.au

A MEMBER OF

 Adelaide, Colombo,
 Dubai, Hong Kong, Jakarta,
 Kuala Lumpur, Manila,
 Melbourne, Mumbai,
 New Delhi, Perth,
 Singapore, Sydney

This facsimile may contain privileged and/or confidential information intended for the person addressed. If you receive this facsimile and you are not the person addressed, please call our office on (08) 9321-3755 immediately. The sender does not waive any confidentiality or solicitor-client privilege by your inadvertent receipt of this material.

Kott Gunning is Quality Assured to international standards AS/NZS ISO 9001 and to the Law Society of Western Australia's Quality Practice Standard

Kott Gunning

15 June 1999

STOPPED DOCUMENTS
DOLA
DX88 MIDLAND

Attention: The Registrar

Our Ref: COM521/6
DSRINGFORD:157520_1.
DOC
Your Ref: H122504-7
Writer: Deidre Springford
9483 0919
Partner: Anne Hurley
9483 0936

Dear Sir/Madam

DOCUMENT NO. 506 – RESTRICTIVE COVENANT

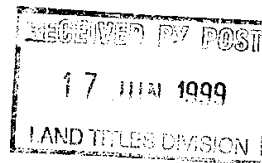
Further to my facsimile to you of 10th June 1999 in respect to your Requisition in this matter, I now enclose the above document, duly stamped as required, together with our cheque in the sum of \$32.00 being your fee in this matter.

I trust the above is satisfactory.

Yours faithfully,
KOTT GUNNING



Enc.



Kott Gunning
LAWYERS

Level 11, Australia Place
15 William Street
PERTH WA 6000
GPO Box L890, PERTH WA 6842
Ausdoc: DX1110, Perth
Telephone: (08) 9321 3755 Facsimile: (08) 9321 3465
Email: kottgunn@highway1.com.au

A MEMBER OF

 **advocasia**

Adelaide, Colombo, Dubai, Hong Kong,
Jakarta, Kuala Lumpur, Manila,
Melbourne, Mumbai, New Delhi,
Perth, Singapore, Sydney

Kott Gunning is Quality Assured to international standards AS/NZS ISO 9001 and to the Law Society of Western Australia's Quality Practice Standard

INSTRUCTIONS

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3. Additional Sheets shall be numbered consecutively and bound to this document by staples along the left margin prior to execution by the parties.
4. No alteration should be made by erasure. The words rejected should be scored through and those substituted typed or written above them, the alteration being initialled by the persons signing this document and their witnesses.

NOTES

1. Insert document type.
2. A separate attestation is required for every person signing this document. Each signature should be separately witnessed by an Adult Person. The full name, address and occupation of the witness must be stated.

EXAMINED

OFFICE USE ONLY

P422732 RC

17 Jan 2023 15:51:45 Perth



LODGED BY STATE SOLICITORS OFFICE
COMMERCIAL & CONVEYANCING
ADDRESS 28 BARRACK STREET
PERTH WA 6000
PHONE No.
FAX No. 9264 1888
REFERENCE No. 9264 1440
ISSUING BOX No. SSO REF 2124-18
ISSUING BOX 59N

PREPARED BY State Solicitor's Office
ADDRESS 28 Barrack Street Perth
PHONE No. 9264 1176 **FAX No.** 9264 1440

INSTRUCT IF ANY DOCUMENTS ARE TO ISSUE TO OTHER THAN LODGING PARTY

4/5
~~3/4~~

TITLES, LEASES, DECLARATIONS ETC LODGED HEREWITH

1.	1738/478	4	Received Items
	1738/479	3	
2.	1738/481	3	Nos. 12
	1764/573	3	
3.	1840/589	5	i-12
	1840/585	3	
4.	2129/163	3	Receiving Clerk
	2129/164	3	
5.	2129/165	3	JW
	2205/71	3	
6.	2795/880	3	Editions
	2795/890	2	

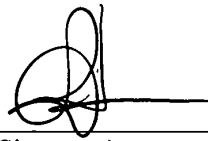
EXECUTED as a Deed

Signed for and on behalf of the)
 MINISTER FOR STATE DEVELOPMENT)
 JOBS AND TRADE)
 by REBECCA ANN BROWN)
 (Print full name))
 who holds the position of)
 Director General at the Department)
 of Jobs, Tourism, Science and)
 Innovation, the officer delegated)
 authority to sign on behalf of the Minister)
 pursuant to Section 8(1) of the *Industry)
 and Technology Development Act 1998*)
 in the presence of)



(Signature)

Nathan Pidge
 (Print Full Name)
 Public Service
 Department of Jobs, Tourism, Science and Innovation
 1 William Street Perth WA 6000




(Signature)

CONSENT

APACIA PTY LTD ACN 112 571 758 being the Caveator named in Caveator L464644 registered against the land contained in Certificate of Title Volume 2529 Folio 98 hereby consents to the within Restrictive Covenant

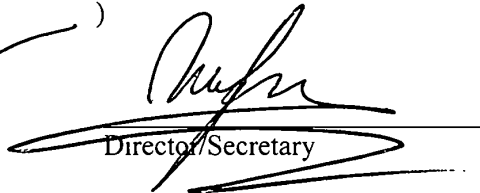
Dated the 15 day of NOVEMBER 2021

Executed by)
APACIA PTY LTD)
ACN 112 571 758)
pursuant to section 127(1) of the)
Corporations Act 2001 (Cth))



Director

SHEENA SHI YUAN CHER
Full name of Director



Director/Secretary

HOANG TRUNG TRAN
Full name of Director/Secretary

CONSENT

The Owners of Business Centre 2A Brodie Hall Drive Bentley Strata Plan 35120 which Strata Plan has the benefit of Easement G800140 registered against the land contained in Certificate of Title Volume 2529 Folio 98 hereby consents to the within Restrictive Covenant

Dated the _____ day of _____ 202_____

THE COMMON SEAL of)
THE OWNERS OF BUSINESS)
CENTRE 2A BRODIE HALL DRIVE)
BENTLEY STRATA PLAN 35120)
was hereunto affixed on)
the _____ day of _____ 202_____)
as authorised by an ordinary resolution of)
the Strata Company in the presence of:)

Member of the Council

Member of the Council

Print full name

Print full name

RB

CONSENT

Curtin University formerly known as Curtin University of Technology being the registered proprietor of Lot 24 on Deposited Plan 24848 and being the whole of the land in Certificate of Title Volume 2205 Folio 70 which land has the benefit of the Easement Burden created under section 136C T.L.A. for right of carriageway purposes – See Deposited Plan 24975 registered against the land contained in Certificate of Title Volume 2205 Folio 71 hereby consents to the within Restrictive Covenant

Dated the 15th day of December 2021

The Common Seal of CURTIN)
UNIVERSITY)
was hereto affixed on the 15th day of)
December 2021 by the authority of)



Alaine Stape
Vice-Chancellor

AL DONALD
Administrative Secretary AL DONALD

Date 15/12/2021

CONSENT

Town of Victoria Park being

- (a) the grantee of the Easement Burden created under section 27A of T.P. & D. Act – See Plan 15736 registered against the land contained in Certificate of Title Volume 1764 Folio 573; and
- (b) the Caveator named in Caveat G716303 registered against the land contained in Certificates of Title Volume 2129 Folios 163, 164 and 165

hereby consents to the within Restrictive Covenant

Dated the 10 day of February 2022.

THE COMMON SEAL of the)
 TOWN OF VICTORIA PARK)
 was hereunto affixed in the presence of:)

Mayor

Chief Executive Officer

Print full name

Print full name

AV
at

Executed by the **Town of Victoria Park** ABN 77 284 859 739 pursuant to section 9.49A(4) of the *Local Government Act 1995*

[Signature]

 Anthony Vuleta
 Chief Executive Officer

[Signature]


 Natalie Adams
 Chief Operations Officer

CONSENT

SALMON HEIST PTY LTD ACN 134 424 650 being the Lessee named in Lease K510267 registered against the land contained in Certificate of Title Volume 1840 Folio 580 hereby consents to the within Restrictive Covenant

Dated the *15* day of *February* 20*22*

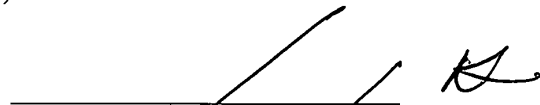
Executed by)
SALMON HEIST PTY LTD)
ACN 134 424 650)
pursuant to section 127(1) of the)
Corporations Act 2001 (Cth))



Director

MILES ASHTON

Full name of Director



Director/Secretary


Full name of Director/Secretary

CONSENT

GLOBAL NETWORKS AMC DATA CENTRE PTY LTD ACN 139 286 203 being the Lessee named in Lease M328325 registered against the land contained in Certificate of Title Volume 2795 Folio 888 hereby consents to the within Restrictive Covenant

Dated the 25th day of November 2021

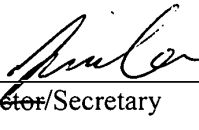
Executed by)
GLOBAL NETWORKS AMC DATA)
CENTRE PTY LTD ACN 139 286 203)
pursuant to section 127(1) of the)
Corporations Act 2001 (Cth))



Director

ANTONY DE JONG

Full name of Director



~~Director~~/Secretary

SIMON LEWIN

Full name of ~~Director~~/Secretary

CONSENT

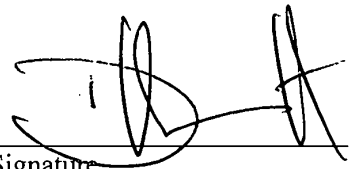
City of Cockburn in its capacity as the grantee of Restrictive Covenant M11022 registered against the land contained in Certificate of Title Volume 2795 Folio 888 hereby consents to the within Restrictive Covenant

Dated the 11TH day of November 2021.

Executed by CITY OF COCKBURN)
pursuant to s9.49A Local Government)
Act 1995:)



Signature



Signature

PROPERTY & LANDS OFFICER

Position

Chief of BUILT & NATURAL ENVIRONMENT,

Position

LEE HELEN GATT

Print full name

DANIEL CHRISTOPHER ARNDT.

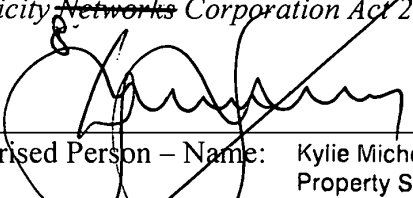
Print full name

CONSENT

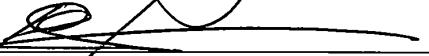
Electricity Networks Corporation as successor to Electricity Corporation being the grantee of Easement Burden created under section 167 of P. & D. Act for above ground electricity purposes - see Deposited Plan 34132 registered against the land contained in Certificate of Title Volume 2529 Folio 98 hereby consents to the within Restrictive Covenant

Dated the 10th day of September 2021

Signed on behalf of the ELECTRICITY NETWORKS CORPORATION
by persons authorised by its Board in accordance with Section 135(4) of the *Electricity Networks Corporation Act 2005*



Authorised Person – Name: **Kylie Michele James**
Property Specialist



Authorised Person – Name: **Kirsty Ellen Champlon**
Senior Legal Counsel

RB

CONSENT

Water Corporation as successor to Water Authority of Western Australia being the grantee of the following easements registered against the Land described below hereby consents to the within Restrictive Covenant

Easements

1. Easement Burden created under section 27A of T.P. & D. Act – See Plan 15403 registered against the land contained in Certificate of Title Volume 1840 Folio 585
2. Easement Burden created under section 27A of T.P. & D. Act – See Plan 16869 registered against the land contained in Certificate of Title Volume 1840 Folio 585
3. Easement Burden created under section 27A T.P. & D. Act for sewerage purposes created on Diagram 92325 as shown on Deposited Plan 24975 registered against the land contained in Certificate of Title Volume 2205 Folio 71
4. Easement Burden created under section 167 P. & D. Act for water, sewerage or drainage purposes see Deposited Plan 34132 registered against the land contained in Certificate of Title Volume 2529 Folio 98
5. K387734 Easement to Water Corporation for water purposes see sketch on Deposited Plan 53383 registered against the land contained in Certificate of Title Volume 2529 Folio 98
6. Easement Burden created under section 167 P. & D. Act for sewerage purposes see Deposited Plan 56817 registered against the land contained in Certificate of Title Volume 2795 Folio 890

Dated the 9TH day of NOVEMBER 2021

SIGNED by Colm Lawrence Stanley the Manager, Property Management of Water Corporation (a Level 1 Attorney) and by Domenico Papalia the Lead, Property Acquisitions of Water Corporation (a Level 1 Attorney) as the attorneys for Water Corporation who state that they have no notice of revocation of the Power of Attorney No N704556 dated 22 August 2017 under which they sign in the presence of

Attorney

Attorney

Colm Lawrence Stanley
Manager, Property Management of
Water Corporation

Domenico Papalia
Lead Property Acquisitions of
Water Corporation

in the presence of:

Witness

Witness

LEANNIE COOK
Name (please print)
629 NEWCASTLE STREET
LEEDERVILLE WA 6007
Address

LEANNIE COOK
Name (please print)
629 NEWCASTLE STREET
LEEDERVILLE WA 6007
Address

PROPERTY MANAGEMENT OFFICER
Occupation

PROPERTY MANAGEMENT OFFICER
Occupation

3. Easement Burden created under section 136C T.L.A. for right of carriageway purposes – See Deposited Plan 24975

(k) ~~Lot 76 on Deposited Plan 34132 and being the whole of the land in Certificate of Title Volume 2529 Folio 98~~

~~Limitations, Interests, Encumbrances and Notifications~~

- ~~1. G800140 Easement Burden see sketch on Deposited Plan 34132;~~
- ~~2. Easement Burden created under section 167 P. & D. Act for water, sewerage or drainage purposes to Water Corporation see Deposited Plan 34132;~~
- ~~3. Easement Burden created under section 167 of P. & D. Act for above ground electricity purposes to Electricity Corporation see Deposited Plan 34132;~~
- ~~4. K387734 Easement to Water Corporation for water purposes see sketch on Deposited Plan 53383~~

~~5. L464644 Caveat~~

(l) Lot 504 on Deposited Plan 56817 and being the whole of the land in Certificate of Title Volume 2795 Folio 888

Limitations, Interests, Encumbrances and Notifications

1. H379821 Taking Order
2. M011017 Notification
3. M011018 Notification
4. M011022 Restrictive Covenant to City of Cockburn see Deposited Plan 56817
5. M328325 Lease

(m) Lot 9501 on Deposited Plan 56817 and being the whole of the land in Certificate of Title Volume 2795 Folio 890

Limitations, Interests, Encumbrances and Notifications

Easement Burden created under section 167 P. & D. Act for sewerage purposes to Water Corporation see Deposited Plan 56817;

RB

SCHEDULE

- (a) Lot 5 on Plan 15403 and being the whole of the land in Certificate of Title Volume 1738 Folio 478
Limitations, Interests, Encumbrances and Notifications
Nil
- (b) Lot 6 on Plan 15403 and being the whole of the land in Certificate of Title Volume 1738 Folio 479
Limitations, Interests, Encumbrances and Notifications
Nil
- (c) Lot 8 on Plan 15403 and being the whole of the land in Certificate of Title Volume 1738 Folio 481
Limitations, Interests, Encumbrances and Notifications
Nil
- (d) Lot 101 on Plan 15736 and being the whole of the land in Certificate of Title Volume 1764 Folio 573
Limitations, Interests, Encumbrances and Notifications
Easement Burden created under section 27A of T.P. & D. Act – See Plan 15736
- (e) Lot 107 on Plan 16869 and being the whole of the land in Certificate of Title Volume 1840 Folio 580
Limitations, Interests, Encumbrances and Notifications
Lease K510267
- (f) Lot 112 on Plan 16869 and being the whole of the land in Certificate of Title Volume 1840 Folio 585
Limitations, Interests, Encumbrances and Notifications
 1. Easement Burden created under section 27A of T.P. & D. Act – See Plan 15403. See sketch on Vol 1840 Fol 585;
 2. Easement Burden created under section 27A of T.P. & D. Act – See Plan 16869
- (g) Lot 2 on Strata Plan 28659 and being the whole of the land in Certificate of Title Volume 2129 Folio 163
Limitations, Interests, Encumbrances and Notifications
Interests notified on the Strata Plan and any amendments to Lots or common property notified thereon by virtue of the provisions of the Strata Titles Act No. 33 of 1985 as amended
Caveat G716303
- (h) Lot 3 on Strata Plan 28659 and being the whole of the land in Certificate of Title Volume 2129 Folio 164
Limitations, Interests, Encumbrances and Notifications
Interests notified on the Strata Plan and any amendments to Lots or common property notified thereon by virtue of the provisions of the Strata Titles Act No. 33 of 1985 as amended
Caveat G716303
- (i) Lot 4 on Strata Plan 28659 and being the whole of the land in Certificate of Title Volume 2129 Folio 165
Limitations, Interests, Encumbrances and Notifications
Interests notified on the Strata Plan and any amendments to Lots or common property notified thereon by virtue of the provisions of the Strata Titles Act No. 33 of 1985 as amended
Caveat G716303
- (j) Lot 25 on Deposited Plan 24975 and being the whole of the land in Certificate of Title Volume 2205 Folio 71
Limitations, Interests, Encumbrances and Notifications
 1. F820472 Transfer contains a restrictive covenant benefitting the within land;
 2. Easement Burden created under section 27A T.P. & D. Act for sewerage purposes created on Diagram 92325 as shown on Deposited Plan 24975;

BLANK INSTRUMENT FORM

RESTRICTIVE COVENANT
UNDER SECTION 129BA TLA

(Note 1)

THIS Restrictive Covenant is made the 19TH day of SEPT 2022
BY

MINISTER FOR STATE DEVELOPMENT, JOBS AND TRADE a body corporate pursuant to the *Industry and Technology Development Act 1998* of care of Department of Jobs, Tourism, Science and Innovation, 1 William Street Perth WA 6000 ("Minister")

RECITALS

- A. The Minister is the registered proprietor of the land described in the Schedule hereto ("the Land") subject to the limitations, interests, encumbrances and notifications shown in the Schedule.
- B. The Minister requires the Land to be burdened by this Restrictive Covenant.
- C. This Restrictive Covenant is created pursuant to Section 129BA of the *Transfer of Land Act 1893*.

OPERATIVE PART

- 1. The Minister on behalf of itself and its successors in title the registered proprietor or proprietors for the time being of the Land hereby covenants that it will not nor will it allow anyone else to use the Land for any purpose other than as a technology park (as referred to in section 27 of *Industry and Technology Development Act 1998*) whilst the Land remains gazetted as a technology park.
- 2. The Land is the land burdened by this restrictive covenant.

Form T2.

INSTRUMENT DATED 19-4-85
STAMPED \$ 10895.00

INSTRUMENT DATED 19-4-85
GROSS CONSDN. 348000

for COMMISSIONER OF STATE TAXATION

CHTLS..... V.G.O. VALUED

WESTERN AUSTRALIA.
Transfer of Land Act 1893 as amended
TRANSFER OF LAND

WESTERN AUSTRALIA STAMP DUTY
11NOV86 3E044308000000

DESCRIPTION OF LAND BEING TRANSFERRED. State whether whole or part of land comprised in Certificate of Title and/or Crown Lease.

Portion of Canning Location 3252 and being Lot 19 on Diagram 70132 and being the whole of the land comprised in Certificate of Title Volume 1738 Folio 484

ESTATE AND INTEREST BEING TRANSFERRED. Fee simple, Leasehold or as the case may be.

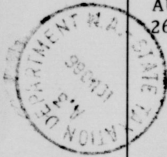
Fee Simple

ENCUMBRANCES. (If none, insert Nil)

[Handwritten signature]
A.

~~XXX~~ Easement as shown on Diagram 70132

TRANSFEROR. Full name, address and occupation.



THE WESTERN AUSTRALIAN TECHNOLOGY DEVELOPMENT AUTHORITY formerly of 77 St. George's Terrace, Perth but now of 26 St. George's Terrace, Perth

CONSIDERATION IN WORDS.

THREE HUNDRED AND FORTY EIGHT THOUSAND DOLLARS (\$348,000.00)

TRANSFeree. Full name, address and occupation. If a minor, state date of birth. If two or more state whether as joint Tenants or Tenants in Common. If Tenants in Common, specify shares.

DELTA WEST LIMITED of Unit ⁹⁻¹¹ ~~9, 11~~ Coulson Way, Canning Vale
[Handwritten signature]

FORM APPROVAL No. 023 REGISTRAR OF TITLES

If insufficient space hereon sections may be added on page 2 or on an annexure sheet. See Note 3 on back hereof.

Sands & McDougall STOCK FORM 317

THE TRANSFEROR for the consideration herein expressed HEREBY TRANSFERS TO THE TRANSFEREE the estate and interest herein specified in the land above described subject to the encumbrances as shown hereon (a)

RESTRICTIVE COVENANT

18-11-14
The Transferee hereinbefore described by itself and its successors and assigns HEREBY COVENANTS with the Transferor as the proprietor for the benefit of all of the lots comprising part of Canning Location 3252 and being comprised in Diagram 7913 and Plan 15403 and the successors entitled to the lots to the intent that the covenants hereinafter mentioned shall run with and bind the land hereinbefore described (hereinafter "the said land")

- (i) That no construction shall commence on the property until building plans, site plans and perspectives have been approved in writing by the Western Australian Technology Development Authority and no material or substantial variation to such plans and perspectives shall be made without the further approval of the Western Australian Technology Development Authority.
- (ii) That no material or substantial alteration or extension to existing improvements shall be made without the prior approval of the Western Australian Technology Development Authority and the submissions to the Western Australian Technology Development Authority of building plans and perspectives for such alterations and extensions however such approval not to be unreasonably held by the Western Australian Technology Development Authority.
- (iii) That no noisy noxious or offensive trade act business occupation or calling is to be carried on or be permitted to be carried on the said land which may be a nuisance to adjoining owners or occupiers or which may lawfully be deemed to be a nuisance by any local or public authority.
- (iv) That no contravention of the relevant Health Noise Abatement and Clean Air Act and Regulations and any special regulation and by laws including those required by the Perth City Council pertaining to Technology Park and affecting the said land shall occur.
- (v) That no vehicle shall be permitted or caused to be parked on the said land other than in accordance with the location or locations specified on the building and site plans referred to in clause (i) and (ii) hereof.
- (vi) That no subdivision of the said land shall occur without the prior written approval of the Western Australian Technology Development Authority.
- (vii) That no fencing shall be erected on any part of the said land.

a. Here set forth any Easements to be created as appurtenant to the land commencing with the words "together with" and/or any Reservations hereby created encumbering the land commencing with the words "Reserving to" and/or any Restrictive Covenants hereby created.

Handwritten signature

Dated this

4th

day of

NOVEMBER

1986

TRANSFERORS SIGN HERE (see note 1)

b. Signature.

Signed (b)

in the presence of (c)

c. Signature, address and occupation of witness. (See note 2)

Signed (b)

in the presence of (c)

d. Add attestations as required. (d)

THE COMMON SEAL of WESTERN AUSTRALIAN TECHNOLOGY DEVELOPMENT AUTHORITY was hereunto affixed by authority of the Board in the presence of:

[Handwritten Signature]
ACTING CHAIRMAN

[Handwritten Signature]
Board member



TRANSFEREES AND OTHER PARTIES SIGN HERE (see note 1)

Signed (b)

in the presence of (c)

THE COMMON SEAL of DELTA WEST LIMITED was hereunto affixed by authority of a resolution of the Directors in the presence of:

[Handwritten Signature]

Signed (b)

in the presence of (c)

(d)



No.

D388828

TRANSFER

NOTES.

1. A separate attestation should be made by each person signing this document; i.e. each signature should be separately witnessed.
2. If executed within the Commonwealth of Australia or its Territories witnesses must be 18 years of age or over and not a party to this document. If executed outside the Commonwealth of Australia or its Territories the witness should be one of the persons listed in Section 145 of the Transfer of Land Act.
3. If any of the boxed sections on page 1 has insufficient space then the relevant information may be added on page 2 herein. If further space is required use Annexure Form B1. Appropriate headings should be shown in each case. The boxed sections should only contain the words "See page 2" or "See Annexure 'A' (or as the case may be attached)". Annexure sheets should be dated, signed by the persons signing this document and their witnesses and be pinned to this form.
4. No alteration should be made by erasure. The words rejected should be scored through and those substituted typed or written above them, the alteration being initialled by the persons signing this document and their witnesses.

FEES (office use)	\$	c
1006 DEC 24 AM	35	2

Parties Western Australian Technology Development Authority
to
Delta West Limited

Lodged by KOTT GUNNING
Address 22 St. George's Terrace, Perth
Phone No. 325 2566 JCH/C11/D

WESTPAC BANKING CORPORATION
107 ST. GEORGE'S TCE, PERTH Box 5
922 1100

Use this space for instructions if any documents are to issue to other than lodging party.

Titles, Crown Leases, Declarations, etc., lodged with this document.
(To be filled in by person lodging.)

- | | |
|-----------------------|--------------------------|
| 1. <u>CT 1738/484</u> | } Received items
No's |
| 2. | |
| 3. | |
| 4. | |
| 5. | |
| 6. | |
- Reg. Clerk. *[Signature]*

BELOW THIS LINE FOR OFFICE USE ONLY

Encumbrances not notified on face.	Registered <u>24th December 1986</u> at <u>9.12</u> o'clock and particulars entered in the Register Book.
New Titles to issue or Endorsing instruction. <u>(COVENANT)</u> <u>NE 1</u>	Initials of Signing Officer <i>[Signature]</i>
EXAMINED. <i>[Signature]</i>	REGISTRAR OF TITLES <i>[Signature]</i>

Form T2.

INSTRUMENT DATED 21-6-87
STAMPED \$ 8375

INSTRUMENT DATED 21-6-87

TO SECURE \$

GROSS CONSDM. 8375 -

DUTY PAID HEREIN STAMP ACT 1921
for COMMISSIONER OF STATE TAXATION

CITLS. - V.G.O. VALUED

D513311

WESTERN AUSTRALIA.
Transfer of Land Act 1893 as amended
TRANSFER OF LAND

WESTERN No. AUSTRALIA STAMP DUTY
6 JULY 87 20194817 5/D \$5.00

DESCRIPTION OF LAND BEING TRANSFERRED. State whether whole or part of land comprised in Certificate of Title and/or Crown Lease.

Canning Location 3252 and being Lot 18 on Diagram 70132 and being the whole of the land comprised in Certificate of Title Volume 1738 Folio 483

ESTATE AND INTEREST BEING TRANSFERRED. Fee simple, Leasehold or as the case may be.

Fee Simple

ENCUMBRANCES. If none, insert 'Nil'.

Easement as shown on Diagram 70132

TRANSFEROR. Full name, address and occupation.

THE WESTERN AUSTRALIAN TECHNOLOGY DEVELOPMENT AUTHORITY
of 77 St. George's Terrace, Perth

CONSIDERATION IN WORDS.

TWO HUNDRED AND NINETY THOUSAND DOLLARS (\$290,000.00)

TRANSFeree. Full name, address and occupation. If a minor, state date of birth. If two or more state whether as Joint Tenants or Tenants in Common. If Tenants in Common, specify shares.

LABORATORIES
INTRAMEL PTY. LTD. of 9 Coulson Way, Canning Vale.

FORM APPROVAL No. 023 REGISTRAR OF TITLES

If insufficient space hereon sections may be added on page 2 or on an annexure sheet. See Note 3 on back hereof.

Sands & McDougall STOCK FORM 317

THE TRANSFEROR for the consideration herein expressed HEREBY TRANSFERS TO THE TRANSFEREE the estate and interest herein specified in the land above described subject to the encumbrances as shown hereon (a)

Restrictive Covenant:

The Transferee hereinbefore described by itself and its successors and assigns Hereby Covenants with the Transferor as the proprietor for the benefit of all of the lots comprised in part of Canning Location 3252 and being comprised in Diagram 70132 and the successors in title to the lots to the intent that the covenants hereinafter mentioned shall run with and bind the land hereinbefore described (hereinafter "the said land").

- (i) That no construction shall commence on the property until building plans, site plans and prospectives have been approved in writing by the Western Australian Technology Development Authority and no material or substantial variations of such plans and prospectives shall be made without further approval of The Western Australian Technology Development Authority.
- (ii) That no material or substantial alteration or extension to existing improvements shall be made without the prior approval of The Western Australian Technology Development Authority and the submissions to The Western Australian Technology Development Authority of building plans and prospectives for such alterations and extensions however such approval not to be unreasonably withheld by The Western Australian Technology Development Authority.
- (iii) That no noisy noxious or offensive trade act business occupation or calling is to be carried on or be permitted to be carried on on the said land which may be a nuisance to adjoining owners or occupiers or which may lawfully be deemed to be a nuisance by any local or public authority.
- (iv) That no contravention of the relevant Health Noise Abatement and Clean Air Act and Regulations and any special regulation and by-laws including those required by the Perth City Council pertaining to Technology Park and affecting the said land shall occur.
- (v) That no vehicle shall be permitted or cause to be parked on the said land other than in accordance with the location or locations specified on the building and site plans referred to in clause (i) and (ii) hereof.
- (vi) That no sub division of the said land shall occur without the prior written approval of The Western Australian Technology Development Authority.
- (vii) That no fencing shall be erected on any part of the said land.

a. Here set forth:
any Easements to be created as appurtenant to the land commencing with the words "together with" and/or
any Reservations hereby created encumbering the land commencing with the words "Reserving to" and/or
any Restrictive Covenants hereby created.

Dated this 30th day of JUNE 19 87

TRANSFERORS SIGN HERE (see note 1)

Signed (b)
in the presence of (c)

Signed (b)
in the presence of (c)

(d)
THE COMMON SEAL of THE WESTERN)
AUSTRALIAN TECHNOLOGY DEVELOPMENT)
AUTHORITY was hereunto affixed)
by authority of the Board in the)
presence of:)

[Signature]
Chairman
[Signature]
Board member



TRANSFEREES AND OTHER PARTIES SIGN HERE (see note 1)

Signed (b)
in the presence of (c)

Signed (b)
in the presence of (c)

(d)
7/8
[Signature]
THE COMMON SEAL)
INTRAMEL PTY. LTD.)
AUTHORITY was hereunto affixed)
by authority of a resolution)
of the Directors in the)
presence of:)

Director *[Signature]*
Secretary *[Signature]*



No. ~~0513311~~ 0513311

12 JUL 8 PM 2:45
TRANSFER

NOTES.

1. A separate attestation should be made by each person signing this document; i.e. each signature should be separately witnessed.
2. If executed within the Commonwealth of Australia or its Territories witnesses must be 18 years of age or over and not a party to this document. If executed outside the Commonwealth of Australia or its Territories the witness should be one of the persons listed in Section 145 of the Transfer of Land Act.
3. If any of the boxed sections on page 1 has insufficient space then the relevant information may be added on page 2 herein. If further space is required use Annexure Form B1. Appropriate headings should be shown in each case. The boxed sections should only contain the words "See page 2" or "See Annexure 'A' (or as the case may be attached)". Annexure sheets should be dated, signed by the persons signing this document and their witnesses and be pinned to this form.
4. No alteration should be made by erasure. The words rejected should be scored through and those substituted typed or written above them, the alteration being initialled by the persons signing this document and their witnesses.

FEES (office use)	\$	c
	35	

Parties The Western Australian
Technology Development
Authority
to
Intramel Laboratories
Pty. Ltd.

Lodged by KOTT GUNNING
Address 22 St. George's Terrace,
Perth
Phone No. 325 2566 JCH:VL
JCH/0280s
Box 97

Use this space for instructions if any documents are to issue to other than lodging party.

02 02

Titles, Crown Leases, Declarations, etc., lodged with this document.
(To be filled in by person lodging.)

- | | |
|---------------|--------------------------|
| 1. 1738 - 483 | } Received items
No's |
| 2. | |
| 3. | |
| 4. | |
| 5. | |
| 6. | |
- Rec. Clerk. *[Signature]*

BELOW THIS LINE FOR OFFICE USE ONLY

Encumbrances not notified on face.

Registered *BR* July 1987
at 2.45 o'clock and
particulars entered in the Register Book.

New Titles to issue or Endorsing instruction. *see 1st covenant de*

Initials of Signing Officer
[Signature]

[Signature]

REGISTRAR OF TITLES

EXAMINED. *[Signature]*

END

Form T2.

INSTRUMENT DATED 31-5-88
STAMPED \$ 39372.50
TO SECURE \$ _____
DUTY PAYABLE HEREON STAMP ACT 1921
for COMMISSIONER OF STATE TAXATION

INSTRUMENT DATED 31-5-88
GROSS CONSON 1 035 000

WESTERN AUSTRALIA STAMP DUTY V.G.O. VALUED
01/06/88 434306 SD *****5.00

WESTERN AUSTRALIA.
Transfer of Land Act 1893 as amended
TRANSFER OF LAND

No. U773503

DESCRIPTION OF LAND BEING TRANSFERRED. State whether whole or part of land comprised in Certificate of Title and/or Crown Lease.

ALL THAT piece of land being Portion of Canning Location 3252 and being Lot 101 on Diagram 73566 formerly part of the land comprised in Certificate of Title Volume 1738 Folio 487 now the whole of the land comprised in Certificate of Title Volume Folio

Vol. 1800
Fol. 29

ESTATE AND INTEREST BEING TRANSFERRED. Fee simple, Leasehold or as the case may be.

Fee Simple

ENCUMBRANCES. If none, insert 'Nil'.

~~See Page 2~~
Nil

TRANSFEROR. Full name, address and occupation.

THE MINISTER FOR ECONOMIC DEVELOPMENT AND TRADE of 197 St. George's Terrace, Perth

5/11/16)
of Technical
Development
Act.

CONSIDERATION IN WORDS.

ONE MILLION AND THIRTY FIVE THOUSAND DOLLARS (\$1,035,000.00)

TRANSFeree. Full name, address and occupation. If a minor, state date of birth. If two or more state whether as joint Tenants or Tenants in Common. If Tenants in Common, specify shares.

CRA SERVICES LIMITED of 55 Collins Street, Melbourne, Victoria.

FORM APPROVAL No. 023 REGISTRAR OF TITLES

If insufficient space hereon sections may be added on page 2 or on an annexure sheet. See Note 3 on back hereof.

Sands & McDougall STOCK FORM 317

THE TRANSFEROR for the consideration herein expressed HEREBY TRANSFERS TO THE TRANSFEREE the estate and interest herein specified in the land above described subject to the encumbrances as shown hereon

(a)
Restrictive Covenants

The Transferee hereinbefore described by itself and its successors and assigns hereby covenants with the Transferor as the proprietor for the benefit of all of the Lots comprised in Portion of Canning Location 3252 and being comprised in Plans 15403, 15736 and 15737 and in Diagrams 70041, 70132, 71195 and 73566 and the successors in title to the said Lots to the intent that the covenants hereinafter mentioned shall run with and bind the land hereinbefore described (hereinafter referred to as "the said land"):-

- (a) No construction shall commence on the said land until building plans, site plans and perspectives have been approved in writing by the Transferor and no material or substantial variation to such plans and perspectives shall be made without the further approval of the Transferor.
- (b) No material or substantial alteration or extension to existing improvements shall be made without the prior approval of the Transferor and the submission to the Transferor of building plans and perspectives for such alterations and extensions (such approval not to be unreasonably withheld) that no noisy noxious or offensive trade, act, business occupation or calling is to be carried on on the said land which may be a nuisance to adjoining owners or occupiers or which may lawfully be deemed to be a nuisance by any local or public authority.
- (c) That the Transferee shall not contravene the relevant Health, Noise, Abatement and Clean Air Act and Regulations and any special regulations and by-laws including those required by the Perth City Council pertaining to Technology Park and affecting the said land.
- (d) That no vehicle shall be permitted to be parked on the said land other than in accordance with the location or locations specified on the building and site plans referred to in clause (a) above.
- (e) That the Transferee shall not erect or cause to be erected any signs on the property unless and until the Transferor shall have approved of the same in writing (such approval not to be unreasonably withheld).
- (f) That the Transferee shall not:-
 - (i) Sub-divide the said land without the prior written approval of the Transferor.
 - (ii) Assign, lease or sub-let the said land without the prior written approval of the Transferor first had and obtained (such approval not to be unreasonably withheld where the proposed use of the said land by the proposed assignee, lessee or sub-lessee complies with approved zonings for the said land).
 - (iii) Not without the prior written approval of the Transferor to alter substantially the use to which the said land is or is to be put as approved by the Transferor.
 - (iv) Sell or agree to sell or grant any option over the said land or any part thereof to any person without obtaining from such person a covenant to be bound by the same terms and conditions as are herein provided and on the part of the Transferee to be performed.
 - (v) Erect any fencing on any part of the said land.
 - (vi) Lop or remove any trees on the said land unless such lopping or removal becomes necessary for ensuring safety of persons or property.

2. Here set forth any Easements to be created as appurtenant to the land commencing with the words "together with" and/or any Reservations hereby created encumbering the land commencing with the words "Reserving to" and/or any Restrictive Covenants hereby created.

what is that boundary described in the 2

*? why need
Covenant
M. H. G. J.
10/6/85*

WESTERN AUSTRALIA
Transfer of Land Act 1893 as amended

STATUTORY DECLARATION

I PETER CROOK

of care of Technology & Industry Development Authority of
Western Australia of 170 St. George's Terrace, Perth
in the State of Western Australia

do solemnly and sincerely declare that

1.

I am the Manager of Technology Park established under
Section 4 of the Technology Development Act 1983 as
amended ("the Act") and the facts setforth herein are
within my own knowledge and experience or I believe
them to be true.

2. The Western Australian Technology Development
Authority ("the Authority") established under the Act
is the proprietor of all that piece of land being
Portion of Canning Location 3252 and being Lot 101 on
Diagram 73566 and being part of the land comprised in
Certificate of Title Volume 1738 Folio 487 ("the
Land").

3. By Section (I) of the Technology Development Amendment
Act 1987 ("the amending Act") the Authority was
preserved and continued in existence as a body
corporate and by clause (1a) of the amending Act the
Minister for Economic Development and Trade became the
body corporate for the purposes of the Act.

4. The Honourable David Charles Parker, Deputy Premier,
has been appointed as Minister for Economic
Development and Trade such appointment having been
published in the Government Gazette of Western
Australia on 26 February 1988.

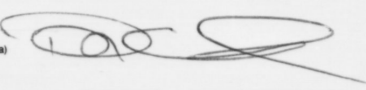
5. By virtue of the amending Act the Minister for
Economic Development and Trade is now the registered
proprietor of the land.

And I make this solemn declaration by virtue of Section 106 of the Evidence Act 1906.

a. Signature of
Declarant.

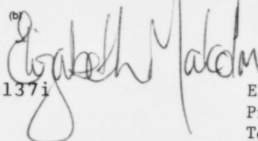
Declared this First

day of June 1988

(a) 

b. Signature and
qualification of witness.

before me (b)



OJB:NL:0137i

Elizabeth Jane Malcolm
Project Officer
Technology & Investment Division
Technology Industry Authority

FORM APPROVAL
No. 034
REGISTRAR OF TITLES

For list of Competent Witnesses see back.

STOCK FORM 323  Sands & McDougall

Dated this 31st day of May 19 88

TRANSFERORS SIGN HERE (see note 1)

b. Signature. Signed (b) in the presence of (c)

c. Signature, address and occupation of witness. (See note 2)

Signed (b) in the presence of (c)

d. Add attestations as required. (d)

THE COMMON SEAL of the) MINISTER FOR ECONOMIC) DEVELOPMENT AND TRADE was) hereunto affixed by THE) HON. DAVID CHARLES PARKER) MLA the Minister for) Economic Development) and Trade for the time) being)



[Handwritten signature]

in the presence of [Handwritten signature]

TRANSFEREES AND OTHER PARTIES SIGN HERE (see note 1)

Signed (b) in the presence of (c)

Signed (b) in the presence of (c)

(d)

The Common Seal of) CRA SERVICES LIMITED) was hereunto affixed) by authority of the) Directors in the) presence of:)



Director: [Handwritten signature] Secretary: [Handwritten signature]

No. 0773503

TRANSFER

FEES (office use)	\$	c
	35	—
'88 JUN -3 14:17		

Parties The Minister for
Economic Development
and Trade
TO
CRA Services Limited

Lodged by Kott Gunning
Address 22 St Georges Tce
Phone No. 325 2566
OJB:LC OJB/3753d
Box 97

Use this space for instructions if any documents are to issue to other than lodging party.

1738/487
to file part cane

Vol	1800
Fol	129

Titles, Crown Leases, Declarations, etc., lodged with this document.
(To be filled in by person lodging.)

- | | |
|--------------|------------------------------|
| 1. Stat dec. | } Received items
No's 1-2 |
| 2. 1738-487 | |
| 3. | |
| 4. | |
| 5. | |
| 6. | |

Rec. Clerk. *[Signature]*

NOTES.

1. A separate attestation should be made by each person signing this document; i.e. each signature should be separately witnessed.
2. If executed within the Commonwealth of Australia or its Territories witnesses must be 18 years of age or over and not a party to this document. If executed outside the Commonwealth of Australia or its Territories the witness should be one of the persons listed in Section 145 of the Transfer of Land Act.
3. If any of the boxed sections on page 1 has insufficient space then the relevant information may be added on page 2 herein. If further space is required use Annexure Form B1. Appropriate headings should be shown in each case. The boxed sections should only contain the words "See page 2" or "See Annexure 'A' (or as the case may be attached)". Annexure sheets should be dated, signed by the persons signing this document and their witnesses and be pinned to this form.
4. No alteration should be made by erasure. The words rejected should be scored through and those substituted typed or written above them, the alteration being initialled by the persons signing this document and their witnesses.

referred to Registrar register even though application for land the subject of the DIAC not produced

M. Hogg
9/6/88
SECT. REGISTRAR OF TITLES

BELOW THIS LINE FOR OFFICE USE ONLY

Encumbrances not notified on face.	Registered <i>4:17 hrs</i> 3 RD June 1988 at 2.17 o'clock and particulars entered in the Register Book.
New Titles to issue or Endorsing instruction. <i>nt</i>	Initials of Signing Officer <i>M.</i> <i>[Signature]</i> REGISTRAR OF TITLES
EXAMINED. <i>M/10/6</i>	

E009404

STAMP DATED 26/01/89 \$ 3525.00
WESTERN AUSTRALIA
DEPARTMENT OF STATE TAXATION
No. 14 STATE 207

WESTERN AUSTRALIA.
Transfer of Land Act 1893 as amended

TRANSFER OF LAND

DESCRIPTION OF
LAND BEING
TRANSFERRED.
State whether whole
or part of land com-
prised in Certificate
of Title and/or
Crown Lease.

LOT 54 THE SUBJECT OF DIAGRAM 74187
AND BEING THE WHOLE OF THE LAND COMPRISED
IN CERTIFICATE OF TITLE VOLUME 183 FOLIO 244
FORMERLY BEING PART OF THE LAND COMPRISED
IN CERTIFICATE OF TITLE VOLUME 1764 FOLIO 581

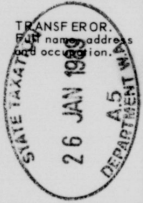
ESTATE AND
INTEREST BEING
TRANSFERRED.
Fee simple, Lease-
hold or as the case
may be.

FEE SIMPLE

ENCUMBRANCES.
If none, insert 'Nil'.

NIL

TRANSFEROR.
Full name, address
and occupation.



THE MINISTER FOR ECONOMIC DEVELOPEMENT AND TRADE
197 SAINT GEORGES TERRACE, PERTH

CONSIDERATION
IN WORDS.

ONE HUNDRED AND FIFTY THOUSAND DOLLARS (\$150,000.00)

TRANSFeree.
Full name, address
and occupation. If
a minor, state date
of birth. If two or
more state whether
as Joint Tenants or
Tenants in Common.
If Tenants in
Common, specify
shares.

BOSTON TRANSGLOBAL LIMITED OF CARE OF
26 DUNSTAN STREET BUNBURY

GARRY L. DUFFIELD
GOVERNMENT PRINTER
WESTERN AUSTRALIA

If insufficient space hereon sections may be added on page 2 or on an annexure sheet. See Note 3 on back hereof.

THE TRANSFEROR for the consideration herein expressed HEREBY TRANSFERS TO THE TRANSFEREE the estate and interest herein specified in the land above described subject to the encumbrances as shown hereon. (a)

Restrictive Covenants

The Transferee hereinbefore described by itself and its successors and assigns hereby covenants with the Transferor as the proprietor for the benefit of all of the Lots comprised in Portion of Canning Location 3252 and being comprised in Plans 15403, 15736 and 15737 and in Diagrams 70041, 70132, 71195, 73566 and 74187 and the successors in Title to the said Lots to the intent that the covenants hereinafter mentioned shall run with and bind the land hereinbefore described (hereinafter referred to as "the said land"):-

- (a) No construction shall commence on the said land until building plans, site plans and perspectives have been approved in writing by the Transferor and no material or substantial variation to such plans and perspectives shall be made without the further approval of the Transferor.
- (b) No material or substantial alteration or extension to existing improvements shall be made without the prior approval of the Transferor and the submission to the Transferor of building plans and perspectives for such alterations and extensions (such approval not to be unreasonably withheld) that no noisy noxious or offensive trade, act, business occupation or calling is to be carried on on the said land which may be a nuisance to adjoining owners or occupiers or which may lawfully be deemed to be a nuisance by any local or public authority.
- (c) That the Transferee shall not contravene the relevant Health, Noise, Abatement and Clean Air Act and Regulations and any special regulations and by-laws including those required by the Perth City Council pertaining to Technology Park and affecting the said land.
- (d) That no vehicle shall be permitted to be parked on the said land other than in accordance with the location or locations specified on the building and site plans referred to in clause (a) above.
- (e) That the Transferee shall not erect or cause to be erected any signs on the property unless and until the Transferor shall have approved of the same in writing (such approval not to be unreasonably withheld).
- (f) That the Transferee shall not:-
 - (i) Sub-divide the said land without the prior written approval of the Transferor.
 - (ii) Assign, lease or sub-let the said land without the prior written approval of the Transferor first had and obtained (such approval not to be unreasonably withheld where the proposed use of the said land by the proposed assignee, lessee or sub-lessee complies with approved zonings for the said land).
 - (iii) Without the prior written approval of the Transferor alter substantially the use to which the said land is or is to be put as approved by the Transferor.
 - (iv) Sell or agree to sell or grant any option over the said land or any part thereof to any person without obtaining from such person a covenant to be bound by the same terms and conditions as are herein provided and on the part of the Transferee to be performed.
 - (v) Erect any fencing on any part of the said land.
 - (vi) Lop or remove any trees on the said land unless such lopping or removal becomes necessary for ensuring safety of persons or property.

a. Here set forth:
any Easements to be created as appurtenant to the land commencing with the words "together with"
and/or
any Reservations hereby created encumbering the land commencing with the words "Reserving to"
and/or
any Restrictive Covenants hereby created.

Comment A

THE REGISTRAR OF TITLES
LAW CHAMBERS
CATHEDRAL SQUARE
PERTH 6000

1/2/89

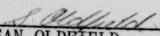
Dear Sir,

RE: TRANSFER OF LAND DOCUMENT BETWEEN:
THE MINISTER FOR ECONOMIC DEVELOPMENT AND TRADE
-and-
BOSTON TRANSGLOBAL LIMITED

I, SUSAN OLDFIELD of 16 Lever Street, Willagee, Secretary, hereby declare that I signed the transfer of land between the above mentioned parties as witness in error.

I further declare that I have no interest whatsoever as transferee in the above mentioned transaction which is over Lot 54 and being part of the land comprised in Certificate of Title Volume 1764 Folio 581.

Yours faithfully,



SUSAN OLDFIELD

Dated this 26 day of January 19 89

TRANSFERORS SIGN HERE (see note 1)

b. Signature. Signed (b) in the presence of (c)
c. Signature, address and occupation of witness. (See note 2)

THE COMMON SEAL of the MINISTER FOR ECONOMIC DEVELOPMENT AND TRADE was hereunto affixed by THE HON. DAVID CHARLES PARKER MLA the Minister for economic Development and Trade for the time being

Signed (b) in the presence of (c)

[Handwritten signature]

d. Add attestations as required. (d)

in the presence of

[Handwritten signature]

GARY STOKES
33 HILLWOOD AVE
WARWICK 6024
PUBLIC SERVANT



TRANSFEREES AND OTHER PARTIES SIGN HERE (see note 1)

Signed (b) in the presence of (c)

THE COMMON SEAL of BOSTON TRANSGLOBAL LIMITED was hereunto affixed by the authority of the directors and in the presence of

Signed (b) in the presence of (c)

[Handwritten signature]

DIRECTOR

(d)

Riccardo Luzzi
DIRECTOR/SECRETARY

Ms Susan Oldfield
16 Lever Street
WILLAGEE WA 6150
SECRETARY
S. Oldfield.

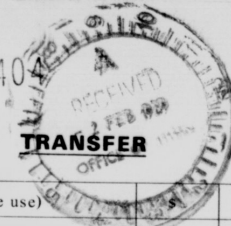


NOTES.

1. A separate attestation should be made by each person signing this document; i.e. each signature should be separately witnessed.
2. If executed within the Commonwealth of Australia or its Territories witnesses must be 18 years of age or over and not a party to this document. If executed outside the Commonwealth of Australia or its Territories the witness should be one of the persons listed in Section 145 of the Transfer of Land Act.
3. If any of the boxed sections on page 1 has insufficient space then the relevant information may be added on page 2 herein. If further space is required use Annexure Form B1. Appropriate headings should be shown in each case. The boxed sections should only contain the words "See page 2" or "See Annexure 'A' (or as the case may be) attached". Annexure sheets should be dated, signed by the persons signing this document and their witnesses and be pinned to this form.
4. No alteration should be made by erasure. The words rejected should be scored through and those substituted typed or written above them, the alteration being initialled by the persons signing this document and their witnesses.

No.

E009404



FEES (office use)		c
	30	

Parties

.....

.....

Lodged by

Address

Phone No.

McCusker and Harmer
37 St. George's Tce
Perth 6000
325 4100

Use this space for instructions if any documents are to issue to other than lodging party.

36

Titles, Crown Leases, Declarations, etc., lodged with this document. (To be filled in by person lodging.)

- | | |
|---------------------------------|------------------------|
| 1. <i>John & Wilhelmina</i> | } Received items |
| 2. | |
| 3. | } No's |
| 4. | |
| 5. | } Rec. Clerk. <i>f</i> |
| 6. | |

BELOW THIS LINE FOR OFFICE USE ONLY

Encumbrances not notified on face.

New Titles to issue or Endorsing instruction.

NE 1 + Covenant

EXAMINED.

[Signature]

Registered

at o'clock and

particulars entered in the Register Book.

Initials of Signing Officer.

[Initials]

Lodged on the day and time shown in and particulars entered in the Register Book.
[Signature]

REGISTRAR OF TITLES.

Form T2.

INSTRUMENT DATED 17/01/89 \$ 6453.25
CAL 240033.00 0.00 V60 N
3741209 COMMISSIONER OF STATE TAXATION

WESTERN AUSTRALIA.
Transfer of Land Act 1893 as amended
TRANSFER OF LAND

No.

DESCRIPTION OF
LAND BEING
TRANSFERRED.
State whether whole
or part of land com-
prised in Certificate
of Title and/or
Crown Lease.

Lot 110 on Plan 16869 and being the whole of the land in
Certificate of Title Volume 1840 Folio 583

ESTATE AND
INTEREST BEING
TRANSFERRED
Fee simple, Lease-
hold or as the case
may be.

Fee simple

ENCUMBRANCES
If none, insert 'Nil'.

Nil

TRANSFEROR
Full name, address
and occupation.

THE MINISTER FOR ECONOMIC DEVELOPMENT AND TRADE of 197
St. George's Terrace, Perth

CONSIDERATION
IN WORDS.

TWO HUNDRED AND FORTY THOUSAND AND THIRTY THREE DOLLARS
(\$240,033.00)

TRANSFeree
Full name, address
and occupation. If
a minor, state date
of birth, if two or
more state whether
as Joint Tenants or
Tenants in Common.
If Tenants in
Common, specify
shares.

KAINO-TECH PTY. LTD. of 21 Victoria Square, Perth

FORM APPROVAL
No. 023
REGISTRAR OF TITLES

If insufficient space hereon sections may be added on page 2 or on an annexure sheet. See Note 3 on back hereof.

Sands & McDougall
STOCK FORM 317

THE TRANSFEROR for the consideration herein expressed HEREBY TRANSFERS TO THE TRANSFEREE the estate and interest herein specified in the land above described subject to the encumbrances as shown hereon (a)

Restrictive Covenants

The Transferee hereinbefore described by itself and its successors and assigns hereby covenants with the Transferor as the proprietor for the benefit of all of the Lots comprised in Portion of Canning Location 3252 and being comprised in Plans 15403, 15736, 15737, 16869 and in Diagrams 70041, 70132, 71195, 73566 and 74187 and the successors in Title to the said Lots to the intent that the covenants hereinafter mentioned shall run with and bind the land hereinbefore described (hereinafter referred to as "the said land"):

- (a) No construction shall commence on the said land until building plans, site plans and perspectives have been approved in writing by the Transferor and no material or substantial variation to such plans and perspectives shall be made without the further approval of the Transferor.
- (b) No material or substantial alteration or extension to existing improvements shall be made without the prior approval of the Transferor and the submission to the Transferor of building plans and perspectives for such alterations and extensions (such approval not to be unreasonably withheld) that no noisy noxious or offensive trade, act, business occupation or calling is to be carried on on the said land which may be a nuisance to adjoining owners or occupiers or which may lawfully be deemed to be a nuisance by any local or public authority.
- (c) That the Transferee shall not contravene the relevant Health, Noise Abatement and Clean Air Act and Regulations and any special regulations and by-laws including those required by the Perth City Council pertaining to Technology Park and affecting the said land.
- (d) That no vehicle shall be permitted to be parked on the said land other than in accordance with the location or locations specified on the building and site plans referred to in clause (a) above.
- (e) That the Transferee shall not erect or cause to be erected any signs on the property unless and until the Transferor shall have approved of the same in writing (such approval not to be unreasonably withheld)
- (f) That the Transferee shall not:
 - (i) Sub-divide the said land without the prior written approval of the Transferor.
 - (ii) Assign, lease or sub-let the said land without the prior written approval of the Transferor first had and obtained (such approval not to be unreasonably withheld where the proposed use of the said land by the proposed assignee, lessee or sub-lessee complies with approved zonings for the said land).
 - (iii) Without the prior written approval of the Transferor alter substantially the use to which the said land is or is to be put as approved by the Transferor.
 - (iv) Sell or agree to sell or grant any option over the said land or any part thereof to any person without obtaining from such person a covenant to be bound by the same terms and conditions as are herein provided and on the part of the Transferee to be performed.
 - (v) Erect any fencing on any part of the said land
 - (vi) Lop or remove any trees on the said land unless such lopping or removal becomes necessary for ensuring safety of persons or property.

a. Here set forth any Easements to be created as appurtenant to the land commencing with the words "together with" and/or any Reservations hereby created encumbering the land commencing with the words "Reserving to" and/or any Restrictive Covenants hereby created.

No. E121616

TRANSFER

FEES (office use)	\$	c
	34	-
	8	15

Parties THE MINISTER FOR ECONOMIC DEVELOPMENT AND TRADE

TO KAINO-TECH PTY. LTD.

Lodged by ~~Kott Gunning~~ *The Roman Catholic Archbishop Perth*
 Address ~~22 St Georges Tee~~ *21 Victoria Sq PERTH*
 Phone No. ~~325-2566~~ *3254300*
AJH+VL/03800

Use this space for instructions if any documents are to issue to other than lodging party.

2

Titles, Crown Leases, Declarations, etc., lodged with this document. (To be filled in by person lodging.)

1. _____ } Received items
 2. _____ } No's
 3. _____ }
 4. _____ }
 5. _____ }
 6. _____ }
 Rec. Clerk. *Case*

BELOW THIS LINE FOR OFFICE USE ONLY

Encumbrances not notified on face.

Registered

at _____ o'clock and _____ particulars entered in the Register Book.

New Titles to issue or Endorsing instruction.

Consent
MSI

Initials of Signing Officer

ell

Lodged on the day and time shown in and particulars entered in the Register Book.
[Signature]

REGISTRAR OF TITLES

EXAMINED.

M

NOTES.

1. A separate attestation should be made by each person signing this document; i.e. each signature should be separately witnessed.
2. If executed within the Commonwealth of Australia or its Territories witnesses must be 18 years of age or over and not a party to this document. If executed outside the Commonwealth of Australia or its Territories the witness should be one of the persons listed in Section 145 of the Transfer of Land Act.
3. If any of the boxed sections on page 1 has insufficient space then the relevant information may be added on page 2 herein. If further space is required use Annexure Form B1. Appropriate headings should be shown in each case. The boxed sections should only contain the words "See page 2" or "See Annexure 'A' (or as the case may be attached)". Annexure sheets should be dated, signed by the persons signing this document and their witnesses and be pinned to this form.
4. No alteration should be made by erasure. The words rejected should be scored through and those substituted typed or written above them, the alteration being initialled by the persons signing this document and their witnesses.

Form T2.

INSTRUMENT DATED 8-11-89
STAMPED \$ 8,10,775.00
NO DUTY PAYABLE UNDER STAMP ACT 1921
Hault
BY COMMISSIONER OF STATE TAXATION

INSTRUMENT DATED 8-11-89
GROSS CONSID. 350,000
CITY V.G.O. VALUED

WESTERN AUSTRALIA.
Transfer of Land Act 1893 as amended
TRANSFER OF LAND

No. **E272872**

DESCRIPTION OF
LAND BEING
TRANSFERRED.
State whether whole
or part of land com-
prised in Certificate
of Title and/or
Crown Lease.

LOT 105 ON PLAN 16869 AND BEING THE WHOLE OF THE LAND
COMPRISED IN CERTIFICATE OF TITLE VOLUME 1840 FOLIO 578.

ESTATE AND
INTEREST BEING
TRANSFERRED.
Fee simple, Lease-
hold or as the case
may be.

FEE SIMPLE

ENCUMBRANCES.
If none, insert 'Nil'.

NIL

TRANSFEROR.
Full name, address
and occupation.

THE MINISTER FOR ECONOMIC DEVELOPMENT & TRADE OF 197
ST GEORGE'S TERRACE, PERTH.



CONSIDERATION
IN WORDS.

THREE HUNDRED AND FIFTY THOUSAND DOLLARS.

TRANSFeree
Full name, address
and occupation. If
a minor, state date
of birth. If two or
more state whether
as Joint Tenants or
Tenants in Common.
If Tenants in
Common, specify
shares.

MELMILL NOMINEES PTY LTD OF CARE OF ERNST & WINNEY,
17TH FLOOR, 140 ST GEORGE'S TERRACE, PERTH.

FORM APPROVAL
No. 023
REGISTRAR OF TITLES

If insufficient space hereon sections may be added on page 2 or on an annexure sheet. See Note 3 on back hereof.

Sands & McDougall
STOCK FORM 317

THE TRANSFEROR for the consideration herein expressed HEREBY TRANSFERS TO THE TRANSFEREE the estate and interest herein specified in the land above described subject to the encumbrances as shown hereon (a)

Restrictive Covenants

The Transferee hereinbefore described by itself and its successors and assigns hereby covenants with the Transferor as the proprietor for the benefit of all of the Lots comprised in Portion of Canning Location 3252 and being comprised in Plans 15403, 15736, 15737, 16869 and in Diagrams 70041, 70132 71195, 73566, 74187 and the successors in the Title to the said Lots to the intent that the covenants hereinafter mentioned shall run with and bind the land hereinbefore described (hereinafter referred to as "the said land"):-

- (a) No construction shall commence on the said land until building plans, site plans and perspectives have been approved in writing by the Transferor and no material or substantial variation to such plans and perspectives shall be made without the further approval of the Transferor.
- (b) No material or substantial alteration or extension to existing improvements shall be made without the prior approval of the Transferor and the submission to the Transferor of building plans and perspectives for such alterations and extensions (such approval not be unreasonably withheld) that no noisy noxious or offensive trade, act, business occupation or calling is to be carried on on the said land which may be a nuisance to adjoining owners or occupiers or which may lawfully be deemed to be a nuisance by any local or public authority.
- (c) That the Transferee shall not contravene the relevant Health, Noise, Abatement and Clean Air Act and Regulations and any special regulations and by-laws including those required by the Perth City Council pertaining to Technology Park and affecting the said land.
- (d) That no vehicle shall be permitted to be parked on the said land other than in accordance with the location or locations specified on the building and site plans referred to in clause (a) above.
- (e) That the Transferee shall not erect or cause to be erected any signs on the property unless and until the Transferor shall have approval of the same in writing (such approval not to be unreasonably withheld).
- (f) That the Transferee shall not:-
 - (i) Sub-divide the said land without the prior written approval of the Transferor.
 - (ii) Assign, lease or sub-let the said land without the prior written approval of the Transferor first and had obtained (such approval not to be unreasonably withheld where the proposed use of the said land by the proposed assignee, lessee or sub-lessee complies with approved zonings for the said land).
 - (iii) without the prior written approval of the Transferor alter substantially the use to which the said land is or is to be put as approved by the Transferor.
 - (iv) Sell or agree to sell or grant any option over the said land or any part thereof to any person without obtaining from such person a covenant to be bound by the same terms and conditions as are herein provided and on the part of the Transferee to be performed
 - (v) Erect any fencing on any part of the said land.
 - (vi) Lop or remove any trees on the said land unless such lopping or removal becomes necessary for ensuring safety of persons or property.

a. Here set forth any Easements to be created as appurtenant to the land commencing with the words "together with" and/or any Reservations hereby created encumbering the land commencing with the words "Reserving to" and/or any Restrictive Covenants hereby created.

Covenant OK
lll

Dated this 10TH day of JANUARY 1990

TRANSFERORS SIGN HERE (see note 1)

b. Signature
c. Signature, address and occupation of witness. (See note 2)

Signed (b) SIGNED BY THE
in the presence of (c) MINISTER FOR
ECONOMIC DEVELOPMENT
AND TRADE IN THE
PRESENCE OF: *Julie Gill*

d. Add attestations as required. (d)

Signed (b)
in the presence of (c) *Carbalanudo*
40 Hava Street
Beaconsfield W.A. 6162.
Public Servant.

TRANSFEREES AND OTHER PARTIES SIGN HERE (see note 1)

Signed (b) The Common Seal of Melmill Nominees
in the presence of (c) Pty Ltd, was hereunto affixed by authority
of the Directors in the presence of:



Director: *[Signature]*
Signed (b)
in the presence of (c) Director/Secretary: *[Signature]*

No.

E272872

TRANSFER

NOTES.

1. A separate attestation should be made by each person signing this document; i.e. each signature should be separately witnessed.
2. If executed within the Commonwealth of Australia or its Territories witnesses must be 18 years of age or over and not a party to this document. If executed outside the Commonwealth of Australia or its Territories the witness should be one of the persons listed in Section 145 of the Transfer of Land Act.
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4. No alteration should be made by erasure. The words rejected should be scored through and those substituted typed or written above them, the alteration being initialled by the persons signing this document and their witnesses.

FEES (office use)	\$	c
	75	-

Parties 50 JUN 11 10 21

Prepared by Bridge Settlements - Fax: 474 2472

Lodged by BRIDGE SETTLEMENTS
 Address PO Box 205 SOUTH PERTH 6151
 Phone No. 367 4197

Use this space for instructions if any documents are to issue to other than lodging party.

Titles, Crown Leases, Declarations, etc., lodged with this document. (To be filled in by person lodging.)

- | | | |
|---------------------|--------------------------|-----------------------|
| 1. D.P. CT 1840/578 | } Received items
No's | 1 |
| 2. | | |
| 3. | | |
| 4. | | |
| 5. | | |
| 6. | | |
| | | Rec. Clerk. <i>JA</i> |

BELOW THIS LINE FOR OFFICE USE ONLY


Encumbrances not notified on face.	Registered at _____ o'clock and particulars entered in the Register Book.
New Titles to issue or Endorsing instruction. Restrictive covenant NE 1 <i>JA</i>	Initials of Signing Officer <i>we</i>
EXAMINED. <i>JA</i>	<div style="border: 1px solid black; padding: 5px; display: inline-block;"> Lodged on the day and time shown in said particulars entered in the Register Book. <i>JA</i> </div> <p>REGISTRAR OF TITLES</p> <p><i>End</i></p>

NOTES.

1. A separate attestation should be made by each person signing this document; i.e. each signature should be separately witnessed.
2. If executed within the Commonwealth of Australia or its Territories witnesses must be 18 years of age or over and not a party to this document. If executed outside the Commonwealth of Australia or its Territories the witness should be one of the persons listed in Section 145 of the Transfer of Land Act.
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4. No alteration should be made by erasure. The words rejected should be scored through and those substituted typed or written above them, the alteration being initialled by the persons signing this document and their witnesses.

No.

TRANSFER

FEEs (office use)	\$	c
E 664913 T		
		
		REG. \$ 81.00

Parties 91 JUL 29 11:35

.....

.....

Lodged by **CONVEYANCER**
 Address **CROWN LAW DEPARTMENT PERTH**
 Phone No. **264 1711**
CLD: 4831/90C3
WP REF: RJM299F05

Use this space for instructions if any documents are to issue to other than lodging party.

Titles, Crown Leases, Declarations, etc., lodged with this document. (To be filled in by person lodging.)

- | | | |
|--------------------------|---|--------------------------------|
| 1. <u>1836-166</u> | } | Received items |
| 2. | | |
| 3. | | No's/..... |
| 4. | | |
| 5. | | |
| 6. | | |
| | | Rec. Clerk. <i>[Signature]</i> |

BELOW THIS LINE FOR OFFICE USE ONLY

Encumbrances not notified on face.

contains a restrictive covenant

New Titles to issue or Endorsing instruction.

MEI

eg

Initials of Signing Officer.

u

Lodged on this day and the Crown is and particulars entered in the Register Book.

[Signature]

EXAMINED.

[Signature]

[Signature]

Dated this

20th

day of

June

1991

TRANSFERORS SIGN HERE (see note 1)

b. Signature. Signed (b)

in the presence of (c)

c. Signature, address and occupation of witness. (See note 2)

Signed (b)

in the presence of (c)

d. Add attestations as required. (d)

The Common Seal of THE MINISTER FOR STATE DEVELOPMENT was hereunto affixed by the Honourable IAN FREDERICK TAYLOR M.L.A. the Minister for State Development for the time being in the presence of:



[Handwritten signature]

[Handwritten signature]
72 CADOGAN ST KINGSLEY
PUBLIC SERVANT.

Please also sign the bottom of the annexure on both sides

TRANSFEREES AND OTHER PARTIES SIGN HERE (see note 1)

Signed (b)

in the presence of (c)

THE COMMON SEAL of TECHNOLOGY HOUSE PTY LTD was hereunto affixed by authority of the Directors in the presence of:

Signed (b)

in the presence of (c)

[Handwritten signature] Director
[Handwritten signature] Secretary



- (g) The Transferee shall not commit or permit or suffer to be committed any breach of the Health Act 1911, the Noise Abatement Act 1972 and the Environmental Protection Act 1986 and Regulations thereunder and any special regulations and by-laws including those required by the Perth City Council pertaining to Technology Park and affecting the said land.
- (h) The Transferee shall not park nor suffer nor permit to be parked any vehicle on the said land other than in accordance with the location or locations specified on the building and site plans referred to in Sub-clause (a) above.
- (i) The Transferee shall not erect or cause to be erected any signs on the said land unless and until the Transferor shall have approved of the same in writing (such approval not to be unreasonably withheld).
- (j) The Transferee shall not cause suffer or permit the said land or any improvements thereon to fall into disrepair or into a neglected unsafe or unsightly order and condition and shall not cause suffer or allow the same to be uninsured to the full insurable value thereof.
- (k) The Transferee shall not:
 - (i) Sub-divide the said land without the prior written approval of the Transferor (which approval shall not be unreasonably withheld).
 - (ii) Assign, transfer, sell lease or sub-let the said land without the prior written approval of the Transferor first had and obtained (such approval not to be unreasonably withheld where the proposed use of the said land by the proposed assignee, lessee or sub-lessee complies with approved zonings for the said land).
 - (iii) Without the prior written approval of the Transferor alter substantially the use to which the said land is or is to be put as previously approved by the Transferor.
 - (iv) Sell or agree to sell or grant any option to purchase the said land or any part thereof to any person without obtaining from such person a covenant to be bound by the same terms and conditions as are herein provided and on the part of the Transferee to be performed.
 - (v) Erect any fencing on any part of the said land.
 - (vi) Lop or remove any trees on the said land unless such lopping or removal becomes necessary for ensuring safety of persons or property.

(RJM203F05)

Annexure to Transfer of Land Dated 20th June 1991
 between The Minister for State Development and Technology House Pty Ltd

Restrictive Covenants

The Transferee hereinbefore described for itself and its successors and assigns hereby covenants with the Transferor as the proprietor for the benefit of all of the Lots comprised in Portion of Canning Location 3252 and being comprised in Plans 15403, 15736, 15737, 16869 and in Diagrams 70041, 70132, 71195, 73566 and 74187 (together "Technology Park") and the successors in Title to the said Lots to the intent that the covenants hereinafter mentioned shall run with and bind the land hereby transferred (hereinafter referred to as "the said land"):

1. That the Transferee shall not sell transfer alienate convey or otherwise dispose of the said land without first preparing a building and development program for the said land providing for stages of development and without taking all necessary steps to procure approvals of any proposed development of the said land from all relevant authorities including the City of Perth and without completing the entire development on the said land.
2. That
 - (a) No construction shall commence on the said land until building plans, site plans and perspectives have first been approved in writing by the Transferor and no material or substantial variation to such plans and perspectives shall be made without the further approval of the Transferor.
 - (b) No development of the said land in separate stages shall be commenced without the Transferee submitting its plans and specifications in respect of each stage to the Transferor for approval prior to the commencement of construction of that stage and the Transferee shall not commence construction of any stage without the prior written approval of the Transferor to the plans and specifications in respect of that stage.
 - (c) No material or substantial alteration or extension to existing improvements shall be made without the prior approval of the Transferor and the submission to the Transferor of building plans and perspectives for such alterations and extensions (such approval not to be unreasonably withheld).
 - (d) No improvements upon or rezoning or use of the said land shall be undertaken unless the Transferee shall supply to the Transferor copies of all relevant letters, certificates and notices received from all relevant authorities relating to such approvals.
 - (e) No noisy noxious or offensive trade, act, business occupation or calling is to be carried on on the said land which may be a nuisance to adjoining owners or occupiers or which may lawfully be deemed to be a nuisance by any local or public authority.
 - (f) No landscaping of the gardens comprised on the said land shall be carried out by the Transferee unless such plans and proposals are submitted to the Transferor for approval contemporaneously with the submission of the building plans referred to in Sub-clause (a) above. The Transferee shall not while the said land remains in the ownership of the Transferee cause permit or suffer the said gardens to deteriorate or become neglected contrary to or inconsistent with the general standards and appearance obtaining within the said Technology Park and shall not cause permit or suffer the said gardens to fall into a state of disrepair, neglect or unsightliness.

NOTE: Every Annexed sheet must be signed at the foot of each page by all parties and their witnesses and be dated. If more than one page, number consecutively.

THE TRANSFEROR for the consideration herein expressed HEREBY TRANSFERS TO THE TRANSFEREE the estate and interest herein specified in the land above described subject to the encumbrances as shown hereon. (a)

a. Here set forth:
any Easements to be
created as appurtenant
to the land commencing
with the words "to-
gether with"
and/or
any Reservations
hereby created en-
cumbering the land
commencing with the
words "Reserving to"
and/or
any Restrictive
Covenants hereby
created.



INSTRUMENT DATED 19/02/91 \$ 8775.00
VAL 300000.00 CHTLB 0.00 V&D N
2703300 COMMISSIONER OF STATE TAXATION

WESTERN AUSTRALIA.
Transfer of Land Act 1893 as amended

WESTERN AUSTRALIA STAMP DUTY
20/06/91 5318405 SD *****5.00

TRANSFER OF LAND

DESCRIPTION OF LAND BEING TRANSFERRED. State whether whole or part of land comprised in Certificate of Title and/or Crown Lease.

Lot 60 the subject of Diagram 78522 and being the whole of the land in Certificate of Title Volume 1886 Folio 166

ESTATE AND INTEREST BEING TRANSFERRED. Fee simple, Leasehold or as the case may be.

FEE SIMPLE

ENCUMBRANCES. If none, insert 'Nil'.

NIL

TRANSFEROR Full name and address.

THE MINISTER FOR STATE DEVELOPMENT of 197 St George's Terrace Perth formerly known as the Minister for Finance and Economic Development



CONSIDERATION IN WORDS.

THREE HUNDRED THOUSAND DOLLARS (\$300,000)

TRANSFeree. Full name and address. If a minor, state date of birth. If two or more state whether as Joint Tenants or Tenants in Common. If Tenants in Common, specify shares.

TECHNOLOGY HOUSE PTY LTD of 83 Stoneham Road Attadale

GARRY L. DUFFIELD
GOVERNMENT PRINTER
WESTERN AUSTRALIA

If insufficient space hereon sections may be added on page 2 or on an annexure sheet. See Note 3 on back hereof.



INSTRUCTIONS

1. The pages of this document must not be separated.
2. Page 2 of this document may be used:
 - 2.1 If insufficient space in any section hereon; Appropriate headings should be shown. The boxed sections should only contain the words "see page ..."
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3. If further space is required Additional Sheet Form B1 should be used with appropriate headings. Additional Sheets shall be numbered consecutively and bound with this document by staples along the left margin prior to execution by the parties.
4. No alteration should be made by erasure. The words rejected should be scored through and those substituted typed or written above them, the alteration being initialled by the persons signing this document and their witnesses.
5. The Duplicate Certificate of Title or Crown Lease is required to be produced or if held by another party then arrangements must be made for its production.

NOTES

1. **DESCRIPTION OF LAND**
Lot and Diagram/Plan/Strata Plan number or Location name and number to be stated.
Extent—Whole, part or balance of the land comprised in the Certificate of Title to be stated.
The Volume and Folio or Crown Lease number, to be stated.
2. **ESTATE AND INTEREST**
State whether Fee Simple, Leasehold or as the case may be in the land being transferred. If share only, specify.
3. **ENCUMBRANCES**
To be identified by nature and number, if none show "nil".
4. **TRANSFEROR**
State full name of the Transferor/Transferors (Registered Proprietor) as shown on Certificate of Title or Crown Lease.
5. **CONSIDERATION**
To be expressed in words.
6. **TRANSFeree**
State full name of the Transferee/Transferees (PURCHASER) and the address/addresses to which future notices can be sent. If a minor state date of birth. If two or more state tenancy eg: Joint Tenants, Tenants in Common. If Tenants in Common specify shares.
7. **TRANSFeree'S, TRANSFEROR'S EXECUTION**
A separate attestation is required for every person signing this document. Each signature should be separately witnessed by an Adult Person. The address and description of the witness must be stated.

NEW TITLE or ENDORSING INSTRUCTION

RE 1 + Cov

EXAMINED

mf *ci*

05389/1/92-5M-OC/663

E 924052 T



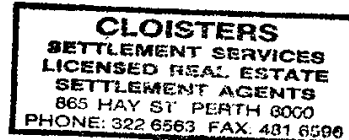
REG. \$ 110.00

TRANSFER

TIME CLOCK

12:42

LODGED BY



ADDRESS

PHONE No.

322 6563

FAX No.

4816596

REFERENCE No.

ISSUING BOX No.

110

PREPARED BY

ADDRESS

**PREPARED BY CLOISTERS SETTLEMENT SERVICES
865 HAY STREET, PERTH 322 6563
FAX: 481 6500**

PHONE No.

FAX No. *4816596*

INSTRUCT IF ANY DOCUMENTS ARE TO ISSUE TO OTHER THAN LODGING PARTY.

TITLES, LEASES, DECLARATIONS ETC. LODGED HERewith

1. *C/T 4840/576* Received Items
2. *Letters* Nos. *17*
3. _____
4. _____
5. _____
6. _____ Receiving Clerk *[Signature]*

Registered pursuant to the provisions of the TRANSFER OF LAND ACT 1893 as amended on the day and time shown above and particulars entered in the Register Book.

INITIALS OF SIGNING OFFICER

[Signature]

[Signature]

REGISTRAR OF TITLES

Dated this 26 day of June 19 92

TRANSFEROR/S SIGN HERE (Note 7)

Signed [Signature]
In the Presence of I F TAYLOR - MINISTER FOR STATE DEVELOPMENT

Signed [Signature]
In the Presence of

Witness [Signature]
Address 9 Broad St Kensington
Occupation Public Servant

TRANSFeree/S SIGN HERE (Note 7)

Signed [Signature]
Witness

Signed [Signature]
In the Presence of

THE COMMON SEAL OF KULYARN PTY LTD
ACN 052 459 364 WAS HEREUNTO
AFFIXED BY AUTHORITY OF THE DIRECTORS
IN THE PRESENCE OF:



[Signature]
DIRECTOR

[Signature]
DIRECTOR SECRETARY

26 JUNE 1992

THE TRANSFEROR for the consideration herein expressed HEREBY TRANSFERS TO THE TRANSFEREE the estate and interest herein specified in the land above described subject to the encumbrances as shown hereon. (Inst. 2)

The Transferee hereinbefore described by itself and its successors and assigns hereby covenants with the Transferor as the proprietor for the benefit of all of the Lots comprised in Portion Canning Location 3252 and being comprised in Plans 15403, 15736, 16869 and in Diagrams 70041, 70132, 71195, 73566 and 74187 and the successors in Title to the said Lots to the intent that the covenants hereinafter mentioned shall run with and bind the land hereinbefore described (hereinafter referred to as "the said land"):

a. No construction shall commence on the said land until building plans, site plans and perspectives have been approved in writing by the Transferor and no material or substantial variation to such plans and the perspectives shall be made without the further approval of the Transferor.

b. No material or substantial alteration or extension to existing improvements shall be made without the prior approval of the Transferor and the submission to the Transferor of building plans and perspectives for such alterations and extensions (such approval shall not be unreasonably withheld) that no noisy noxious or offensive trade, act, business occupation or calling is to be carried on on the said land which may be a nuisance to adjoining owners or occupiers or which may lawfully be deemed to be a nuisance by any local or public authority.

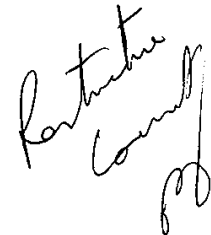
c. That the Transferee shall not contravene the relevant Health, Noise Abatement and Clean Air Act and Regulations and any special regulations and by-laws including those required by the Perth City Council pertaining to Technology Park and affecting the said land.

d. That no vehicle shall be permitted to be parked on the said land other than in accordance with the location or locations specified on the building and site plans referred to in Clause (a) above.

e. That the Transferee shall not erect or cause to be erected any signs on the property unless and until the Transferor shall have approved of the same in writing (such approval not to be unreasonably withheld).

f. That the Transferee shall not:

- (i) Subdivide the said land without the prior written approval of the Transferor
- (ii) Assign, lease or sub-let the said land without the prior written approval of the Transferor first had and obtained (such approval not to be unreasonably withheld where the proposed use of the said land by the proposed assignee, lessee or sub-lessee complies with approved zonings for the said land);
- (iii) Without the prior written approval of the Transferor alter substantially the use to which the said land is or is to be put as approved by the Transferor.
- (iv) Sell or agree to sell or grant any option over the said land or any part thereof to any person without obtaining from such person a covenant to be bound by the same terms and conditions as are herein provided and on the part of the Transferee to be performed.
- (v) Erect any fencing on any part of the said land.
- (vi) Lop or remove any trees on the said land unless such lopping or removal becomes necessary for ensuring safety of persons or property.

Perth City Council


TRANSFER OF LAND

INSTRUMENT DATED 30/06/92 \$ 8375.00
VAL 290000.00 CHTLS 0.00 VGD #
8280106 COMMISSIONER OF STATE TAXATION

DESCRIPTION OF LAND (Note 1)

LOT 103 ON PLAN 16869

EXTENT VOLUME FOLIO

WHOLE 1840 576

WESTERN AUSTRALIA STAMP DUTY
30/06/92 8250204 SD *****5.00

ESTATE AND INTEREST (Note 2)

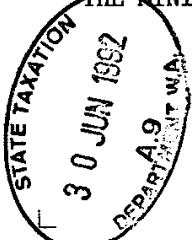
FEE SIMPLE

ENCUMBRANCES (Note 3)

NIL

TRANSFEROR (Note 4)

MINISTER FOR STATE DEVELOPMENT formerly known and described as
THE MINISTER FOR ECONOMIC DEVELOPMENT & TRADE



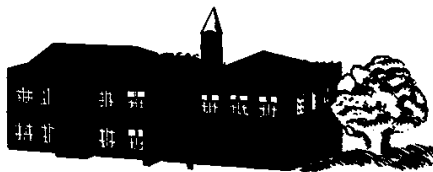
CONSIDERATION (Note 5)

TWO HUNDRED AND NINETY THOUSAND DOLLARS (\$290,000.00)

TRANSFeree (Note 6)

KULYARN PTY LTD (ACN 052 459 364) of care of 6 FELTON ROAD, CITY BEACH





CLOISTERS SETTLEMENT SERVICES

1st Floor, Cloisters Square, 865 Hay Street, Perth 6000
P.O. Box 7337, Perth: Cloisters Square, W.A. 6850
Telephone: 322 6563
Fax: 481 6596

30th June, 1992

Registrar of Titles
Land Titles Office
PERTH W A 6000

Dear Sir,

RE: TRANSFER OF LAND DOCUMENT - MINISTER FOR STATE DEVELOPMENT
TO KULYARN PTY LTD - CERTIFICATE OF TITLE VOLUME 1840 FP:OP
576

We refer to the above Transfer of Land document and in particular
to execution of same by the Transferee.

Kulyarn Pty Ltd executed the Transfer and P Barraclough signed
same as witness.

When the Transfer was delivered to us we queried the signature
with Dr R Russell, one of the Directors. Dr Russell confirmed
that the Transfer was witnessed in error and after ruling
through the signature of P Barraclough, Dr Russell signed his
name in the presence of the writer.

We trust that this will allow you to process the document.

Yours faithfully,
CLOISTERS SETTLEMENT SERVICES

CHRIS WINSOR
Licensed Settlement Agent

*Licensed Real Estate Settlement Agent. Licensee: Cloisters Settlement Services Pty Ltd.
Member of the Settlement Agents Association Inc.
(ACN 008 901 960)*

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3. ENCUMBRANCES
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5. CONSIDERATION
To be expressed in words.
6. TRANSFEREE
State full name of the Transferee/Transferees (PURCHASER) and the address/addresses to which future notices can be sent. If a minor state date of birth. If two or more state tenancy eg: Joint Tenants, Tenants in Common. If Tenants in Common specify shares.
7. TRANSFEREE'S, TRANSFEROR'S EXECUTION
A separate attestation is required for every person signing this document. Each signature should be separately witnessed by an Adult Person. The address and description of the witness must be stated.

E 985224 T



REG. \$ 113.00

TRANSFER

TIME CLOCK

'92 SEP 10 14:49

LODGED BY **SOLOMON BROTHERS**

ADDRESS **68 ST GEORGES TERRACE
PERTH WA 6000**

PHONE No. **321 4439**

FAX No. **321 4373**

REFERENCE No. **VC:6214055**

ISSUING BOX No. **46**

PREPARED BY **Solomon Brothers
9th Fl., 68 St. Georges Tce.,
Perth, West. Australia 6000**

ADDRESS **Ph: 321 4439**

PHONE No. **Fax: 321 4373**
FAX No.

INSTRUCT IF ANY DOCUMENTS ARE TO ISSUE TO OTHER THAN
LODGING PARTY.

TITLES, LEASES, DECLARATIONS ETC. LODGED HEREWITH

1. 1886-167 _____ Received Items
2. _____ Nos. 1
3. _____
4. _____
5. _____
6. _____ Receiving Clerk *[Signature]*

Registered pursuant to the provisions of the TRANSFER OF LAND ACT 1893 as amended on the day and time shown above and particulars entered in the Register Book.

INITIALS OF
SIGNING
OFFICER

[Signature]

[Signature]
NT 191

REGISTRAR OF TITLES

[Signature]

NEW TITLE or ENDORSING INSTRUCTION

na 3 (Endorse of "4")

EXAMINED

[Signature]

[Signature]

05389/1/92-5M-OC/663

Dated this 27 day of AUGUST 1992

TRANSFEROR/S SIGN HERE (Note 7)

Signed

Signed

In the Presence of

In the Presence of

THE COMMON SEAL of THE MINISTER FOR STATE DEVELOPMENT was hereunto affixed by the Honourable IAN FREDERICK TAYLOR M.L.A. the Minister for State Development for the time being in the presence of:

Ian Frederick Taylor



[Signature]
9 Bloms St
KENSINGTON
PUBLIC SERVANT

TRANSFeree/S SIGN HERE (Note 7)

Signed *[Signature]*

Signed *[Signature]*

In the Presence of WITNESS SIGNATURE *[Signature]*

In the Presence of WITNESS SIGNATURE *[Signature]*

ADDRESS 7 WYLIE COVE, HINTHROP 6150

ADDRESS 78 WADDELL RD BICTON

OCCUPATION QUANTITY SURVEYOR

OCCUPATION DIRECTOR

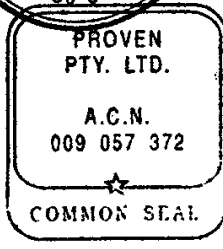
THE COMMON SEAL of FABRAY PTY LTD (ACN 009 011 581) was hereunto affixed by authority of the Directors in the presence of:



DIRECTOR: *[Signature]*

SECRETARY: *[Signature]*

THE COMMON SEAL of PROVEN PTY LTD (ACN 009 057 372) was hereunto affixed by authority of the Directors in the presence of:



DIRECTOR: *[Signature]*

SECRETARY: *[Signature]*

THE TRANSFEROR for the consideration herein expressed HEREBY TRANSFERS TO THE TRANSFEREE the estate and interest herein specified in the land above described subject to the encumbrances as shown hereon. (Inst. 2)

RESTRICTIVE COVENANT

The Transferee hereinbefore described by itself and its successors and assigns hereby covenants with the Transferor as the proprietor for the benefit of all of the Lots comprised in Portion of Canning Location 3252 and being comprised in Plans 15403, 15736, 16869 and in Diagrams 70041, 70132, 71195, 75366 and 74187, and the successors in Title to the said Lots to the intent that the covenants hereinafter mentioned shall run with and bind the land hereinbefore described (hereinafter referred to as "the said Land"):

- a. No construction shall commence on the said land until building plans, site plans, and perspectives have been approved in writing by the Transferor and no material or substantial variation to such plans and the perspectives shall be made without the further approval of the Transferor.
- b. No material or substantial alteration or extension to existing improvements shall be made with the prior approval of the Transferor and the submission to the Transferor of building plans and perspectives for such alterations and extensions (such approvals not to be unreasonably withheld) that no noisy noxious or offensive trade, act, business occupation or calling is to be carried out on the said land which may be a nuisance to adjoining owners or occupiers or which may lawfully be deemed to be a nuisance by any local or public authority.
- c. That the Transferee shall not contravene the relevant Health, Noise Abatement and Clean Air Act and Regulations and any special regulations and by-laws including those required by the Perth City Council pertaining to Technology Park and affecting the said land.
- d. That no vehicle shall be permitted to be parked on the said land other than in accordance with the location or locations specified on the building and site plans referred to in Clause (a) above.
- e. That the Transferee shall not erect or cause to be erected any signs on the property unless and until the Transferor shall have approved of the same in writing (such approval not to be unreasonably withheld).
- f. That the Transferee shall not:
 - i. Sub-divide the said land without the prior written approval of the Transferor;
 - ii. Assign, lease or sub-let the said land without the prior written approval of the Transferor first had and obtained (such approval not to be unreasonably withheld where the proposed use of the said land by the proposed assignee, lessee or sub-lessee complies with approved zonings for the said land);
 - iii. Without the prior written approval of the Transferor alter substantially the use to which the said land is or is to be put as approved by the Transferor;
 - iv. Sell or agree to sell or grant any option over the said land or any part thereof to any person without obtaining from such persons a covenant to be bound by the same terms and conditions as are herein provided and on the part of the Transferee to be performed;
 - v. Erect any fencing on any part of the said land;
 - vi. Lop or remove any trees on the said land unless such lopping or removal becomes necessary for ensuring safety of persons or property.

NON FIN
INITIAL

TRANSFEROR

Covenants



TRANSFER OF LAND

INSTRUMENT DATED 03/09/91 \$ 8775.00
VAL 300000.00 CHTLS 0.00 V60 N
5963105 COMMISSIONER OF STATE TAXATION

DESCRIPTION OF LAND (Note 1)

Lot 63 on Diagram 78523

EXTENT	VOLUME	FOLIO
Whole	1886	167

ESTATE AND INTEREST (Note 2)

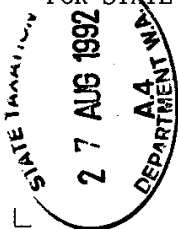
Fee Simple

ENCUMBRANCES (Note 3)

Easement as shown on Diagram 78523

TRANSFEROR (Note 4)

THE MINISTER FOR FINANCE & ECONOMIC DEVELOPMENT now known as THE MINISTER FOR STATE DEVELOPMENT



X HON MIN
[Signature]

CONSIDERATION (Note 5)

THREE HUNDRED THOUSAND DOLLARS (\$300,000.00)

TRANSFeree (Note 6)

FABRAY PTY LTD (ACN 009 011 581), PROVEN PTY LTD (ACN 009 057 372), GEOFFREY ALFRED MARTIN and PETER JOHN RALPH ALL OF CARE OF 155 High Road, Willetton as tenants in common in equal shares

INSTRUCTIONS

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2. Page 2 of this document may be used:
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3. If further space is required Additional Sheet Form B1 should be used with appropriate headings. Additional Sheets shall be numbered consecutively and bound with this document by staples along the left margin prior to execution by the parties.
4. No alteration should be made by erasure. The words rejected should be scored through and those substituted typed or written above them, the alteration being initialled by the persons signing this document and their witnesses.
5. The Duplicate Certificate of Title or Crown Lease is required to be produced or if held by another party then arrangements must be made for its production.

NOTES

1. DESCRIPTION OF LAND
Lot and Diagram/Plan/Strata Plan number or Location name and number to be stated.
Extent—Whole, part or balance of the land comprised in the Certificate of Title to be stated.
The Volume and Folio or Crown Lease number, to be stated.
2. ESTATE AND INTEREST
State whether Fee Simple, Leasehold or as the case may be in the land being transferred. If share only, specify.
3. ENCUMBRANCES
To be identified by nature and number, if none show "nil".
4. TRANSFEROR
State full name of the Transferor/Transferors (Registered Proprietor) as shown on Certificate of Title or Crown Lease.
5. CONSIDERATION
To be expressed in words.
6. TRANSFEREE
State full name of the Transferee/Transferees (PURCHASER) and the address/addresses to which future notices can be sent. If a minor state date of birth. If two or more state tenancy eg: Joint Tenants, Tenants in Common. If Tenants in Common specify shares.
7. TRANSFEREE'S, TRANSFEROR'S EXECUTION
A separate attestation is required for every person signing this document. Each signature should be separately witnessed by an Adult Person. The address and description of the witness must be stated.

OFFICE USE ONLY

F 132393 T
11 Mar, 1993 15:25



REG. \$ 113.00

TRANSFER

TIME CLOCK

LODGED BY **SOLOMON BROTHERS**

ADDRESS **68 ST GEORGES TERRACE
PERTH WA 6000**

PHONE No. **321 4439**

FAX No. **321 4373**

REFERENCE No. **VC:6214053**

ISSUING BOX No. **46**

PREPARED BY **Solomon Brothers**

ADDRESS **68 St Georges Tce, Perth**

PHONE No. **321 4439** FAX No. **321 4373**

INSTRUCT IF ANY DOCUMENTS ARE TO ISSUE TO OTHER THAN LODGING PARTY.

TITLES, LEASES, DECLARATIONS ETC. LODGED HERewith

1. 1914.357 Received Items
2. _____ Nos.
3. _____
4. _____
5. _____
6. _____ Receiving Clerk *MS*

NEW TITLE or ENDORSING INSTRUCTION

NR 3 COVENANTS

EXAMINED

AB *g*

Registered pursuant to the provisions of the TRANSFER OF LAND ACT 1893 as amended on the day and time shown above and particulars entered in the Register Book.

INITIALS OF SIGNING OFFICER

MS

REGISTRAR OF TITLES

05389/1/92-5M-OC/663

Dated this 21 day of Dec 1992

TRANSFEROR/S SIGN HERE (Note 7)

Signed

Signed

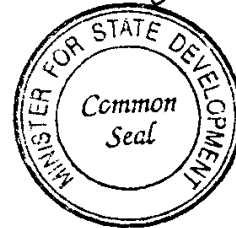
In the Presence of

In the Presence of

THE COMMON SEAL of THE MINISTER)
FOR STATE DEVELOPMENT was hereunto)
affixed by the Honourable IAN)
FREDERICK TAYLOR M.L.A. the)
Minister for State Development for)
the time being in the presence of:)

I. F. Taylor

Plough
at Parkside Rowle Woodvale
Public Servant



TRANSFeree/S SIGN HERE (Note 7)

Signed

Signed

In the Presence of

In the Presence of

Constantine Delcos
3/71 Monmouth St
MT Lawley Goro
Assistant Valuer

Constantine Delcos
3/71 Monmouth St
MT Lawley Goro
Assistant Valuer

THE COMMON SEAL of FABRAY PTY LTD (ACN)
009 001 581) was hereunto affixed by)
authority of the Directors in the)
presence of:)

Director: _____

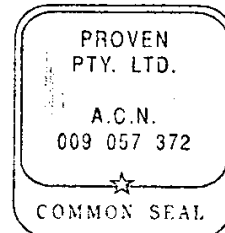
Secretary: _____



THE COMMON SEAL of PROVEN PTY LTD (ACN)
009 057 372) was hereunto affixed by)
authority of the Directors in the)
presence of:)

Director: *Kayla Miller*

Secretary: _____



THE TRANSFEROR for the consideration herein expressed HEREBY TRANSFERS TO THE TRANSFEREE the estate and interest herein specified in the land above described subject to the encumbrances as shown hereon. (Inst. 2)

RESTRICTIVE COVENANT

The Transferee hereinbefore described by itself and its successors and assigns hereby covenants with the Transferor as the proprietor for the benefit of all of the Lots comprised in Portion of Canning Location 3252 and being comprised in Plan 15403, 15736, 16869 and in Diagram 70041, 70132, 71195, 73566 and 74187, and the successors in Title to the said Lots to the intent that the covenants hereinafter mentioned shall run with and bind the land hereinbefore described (hereinafter referred to as "the said Land"):

- a. No construction shall commence on the said land until building plans, site plans, and perspectives have been approved in writing by the Transferor and no material or substantial variation to such plans and the perspectives shall be made without ~~our~~ the further approval of the Transferor.
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- c. That the Transferee shall not contravene the relevant Health, Noise Abatement and Clean Air Act and Regulations and any special regulations and by-laws including those required by the Perth City Council pertaining to Technology Park and affecting the said land.
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 - iii. Without the prior written approval of the Transferor alter substantially the use to which the said land is or is to be put as approved by the Transferor;
 - iv. Sell or agree to sell or grant any option over the said land or any part thereof to any person without obtaining from such persons a covenant to be bound by the same terms and conditions as are herein provided and on the part of the Transferee to be performed;
 - v. Erect any fencing on any part of the said land;
 - vi. Lop or remove any trees on the said land unless such lopping or removal becomes necessary for ensuring safety of persons or property.

[Handwritten signature]
 []

WESTERN AUSTRALIA INSTRUMENT DATED 5/7/91
TRANSFER OF LAND ACT 1893 AS AMENDED STAMPED \$ 5800-0

21/12/91
GROSS CONSIDERATION \$ 220000-00
GATES.....

TRANSFER OF LAND
NO DUTY PAYABLE HEREON STAMP ACT 1921
for COMMISSIONER OF STATE TAXATION

DESCRIPTION OF LAND (Note 1)	EXTENT	VOLUME	FOLIO
Lot 62 on Diagram 78524	Whole	1914	357

WESTERN AUSTRALIA STAMP DUTY
23/12/92 9249507 SD *****00

ESTATE AND INTEREST (Note 2)
Fee Simple

ENCUMBRANCES (Note 3)
Easement as shown on Diagram 78524

TRANSFEROR (Note 4)
THE MINISTER FOR STATE DEVELOPMENT

CONSIDERATION (Note 5)
TWO HUNDRED AND TWENTY THOUSAND DOLLARS (\$220,000.00)

TRANSFeree (Note 6)
FABRAY PTY LTD (ACN 009 011 581), PROVEN PTY LTD (ACN 009 057 372)
GEOFFREY ALFRED MARTIN and PETER JOHN RALPH all of care of 155 High Road, Willetton as tenants in common in equal shares.



INSTRUCTIONS

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2. If further space is required Additional Sheet Form B1 should be used with appropriate headings. Additional Sheets shall be numbered consecutively and bound with this document by staples along the left margin prior to execution by the parties.
3. No alteration should be made by erasure. The words rejected should be scored through and those substituted typed or written above them, the alteration being initialled by the persons signing this document and their witnesses.
4. The Duplicate Certificate of Title or Crown Lease is required to be produced or if held by another party then arrangements must be made for its production.

NOTES

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Lot and Diagram/Plan/Strata Plan number or Location name and number to be stated.
Extent—Whole, part or balance of the land comprised in the Certificate of Title to be stated.
The Volume and Folio or Crown Lease number, to be stated.
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State whether Fee Simple, Leasehold or as the case may be in the land being transferred. If share only, specify.
3. ENCUMBRANCES
To be identified by nature and number, if none show "nil".
4. TRANSFEROR
State full name of the Transferor/Transferors (Registered Proprietor) as shown on Certificate of Title or Crown Lease.
5. CONSIDERATION
To be expressed in words.
6. TRANSFEREE
State full name of the Transferee/Transferees (PURCHASER) and the address/addresses to which future notices can be sent. If a minor state date of birth. If two or more state tenancy eg: Joint Tenants, Tenants in Common. If Tenants in Common specify shares.
7. TRANSFEREE'S, TRANSFEROR'S EXECUTION
A separate attestation is required for every person signing this document. Each signature should be separately witnessed by an Adult Person. The address and description of the witness must be stated.

F 820472 T

02 Mar, 1995 15:31 Perth



REG. \$ 62.00

TRANSFER

LODGED BY *Dawnings Barker Gosling*

ADDRESS *2 mill st Perth*

PHONE No. *3211 211*

FAX No.

REFERENCE No.

ISSUING BOX No. *64*

PREPARED BY

ADDRESS

PHONE No. FAX No.

INSTRUCT IF ANY DOCUMENTS ARE TO ISSUE TO OTHER THAN LODGING PARTY.

TITLES, LEASES, DECLARATIONS ETC. LODGED HEREWITH

1. *1854 490.* Received Items
2. _____ Nos. *1*
3. _____
4. _____
5. _____ Receiving Clerk *[Signature]*
6. _____

NEW TITLE or ENDORSING INSTRUCTION

Nil + conditions *US*

EXAMINED

[Signature]

INITIALS OF SIGNING OFFICER

[Signature]

[Signature] 5

REGISTRAR OF TITLES

16747/6/94-10M-OC/663

Dated this 1st

day of March

19 95

TRANSFEROR/S SIGN HERE (Note 7)

Signed

Signed

In the Presence of

In the Presence of

The Common Seal of THE HONOURABLE)
MINISTER FOR COMMERCE AND TRADE)
was hereunto affixed by the)
Minister for Commerce and Trade)
for the time being the Honourable)
Hendy John Cowan MLA in)
presence of:



Hendy Cowan
HENDY JOHN COWAN

G.W. Wiltshire
WITNESS
G.W. WILTSHIRE C.P.A., M.P.A.
CLASSIFIED PUBLIC SERVANT

TRANSFeree/S SIGN HERE (Note 7)

Signed

Signed

In the Presence of

In the Presence of

Executed by AUSTRALIAN POSTAL)
CORPORATION by its Attorney)
RODNEY IAN JOYNER Manager,)
Finance and Business Planning in)
the presence of an officer of)
the Australian Postal)
Corporation)

Rodney Ian Joyner
RODNEY IAN JOYNER

J. K. M. ...
WITNESS

THE TRANSFEROR for the consideration herein expressed HEREBY TRANSFERS TO THE TRANSFEREE the estate and interest herein specified in the land above described subject to the encumbrances as shown hereon. (Inst. 2)

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 - vi. Lop or remove any trees on the said land unless such lopping or removal becomes necessary for ensuring safety of persons or property.

WESTERN AUSTRALIA
TRANSFER OF LAND ACT 1893 AS AMENDED.

TRANSFER OF LAND

INSTRUMENT DATED 28/04/94 \$ 24550.00
VAL 730000.00 CHTL 0.00 V&L N
28954010 COMMISSIONER OF STATE TAXATION

DESCRIPTION OF LAND (Note 1)

Lot 61 on Diagram 76701

EXTENT	VOLUME	FOLIO
Whole	1854	490

ESTATE AND INTEREST (Note 2)

Fee simple

ENCUMBRANCES (Note 3)

Nil

TRANSFEROR (Note 4)

The Minister for Commerce and Trade of 197 St George's Terrace, Perth
formerly the Minister for Economic Development and Trade of 172 St
George's Terrace, Perth

CONSIDERATION (Note 5)

Pursuant to an agreement made the 28th day of April 1994 between the
Transferor, the Transferee and Edith Cowan University

TRANSFEEE (Note 6)

Australian Postal Corporation of GPO Forrest Place, Perth

INSTRUCTIONS

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To be expressed in words.
6. TRANSFEREE
State full name of the Transferee/Transferees (PURCHASER) and the address/addresses to which future notices can be sent. If a minor state date of birth. If two or more, state tenancy e.g. Joint Tenants, Tenants in Common. If Tenants in Common specify shares.
7. TRANSFEREE'S, TRANSFEROR'S EXECUTION
A separate attestation is required for every person signing this document. Each signature should be separately witnessed by an Adult Person. The address and description of the witness must be stated.

LT 14

NEW TITLE OR ENDORSING INSTRUCTION

Net
+ R/C.

EXAMINED

F 926992 T

13 Jul, 1995 09:35 Perth



REG. \$ 93.00

TRANSFER

LODGED BY

ADDRESS

PHONE No.

FAX No.

REFERENCE No.

ISSUING BOX No.

CHALLENGE BANK LIMITED
HEAD OFFICE
95 WILLIAM STREET
PERTH WA 6000 320 8511

PREPARED BY
ADDRESS

PARKER & PARKER
LEVEL 23
AMP BUILDING
140 ST GEORGES TERRACE
PERTH WA 6000

REFERENCE:

MAA:ACJ:VIT9475670

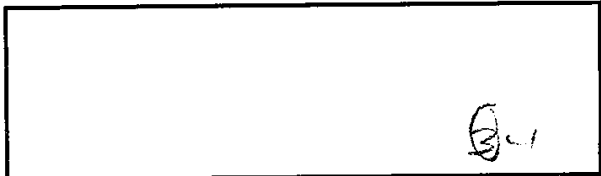
PHONE No.

322 0321

FAX No.

322 2243

INSTRUCT IF ANY DOCUMENTS ARE TO ISSUE TO OTHER THAN LODGING PARTY.



TITLES, LEASES, DECLARATIONS ETC. LODGED HERewith

1. _____	Received Items
2. _____	Nos.
3. _____	
4. _____	
5. _____	
6. _____	Receiving Clerk

Registered pursuant to the provisions of the TRANSFER OF LAND ACT 1893 as amended on the day and time shown above and particulars entered in the Register Book.

INITIALS OF SIGNING OFFICER

REGISTRAR OF TITLES

Dated this 16th day of June 1995

TRANSFEROR/S SIGN HERE (Note 7)

Signed Hendy Cowan
In the Presence of G.W. WILTSHIRE C.P.A., M.P.A.
CLASSIFIED PUBLIC SERVANT

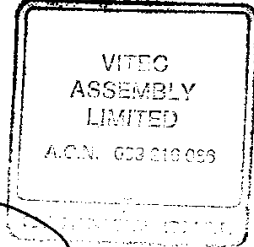


Signed
In the Presence of

The Common Seal of the Minister for Commerce & Trade; Regional Development, Small Business was hereto affixed by the Honourable Hendy John Cowan M.L.A., Minister for Commerce & Trade; Regional Development, Small Business in the presence of:

TRANSFeree/S SIGN HERE (Note 7)

THE COMMON SEAL of VITEC ASSEMBLY LIMITED ACN 009 216 086 was hereunto affixed by authority of the Directors in the presence of:



Signature Director R. Hanlin

ROBERT HANLIN
Print full name of signatory

Signature Director/Secretary* James Patrick Murphy

JAMES PATRICK MURPHY
Print full name of signatory

* Delete if not applicable

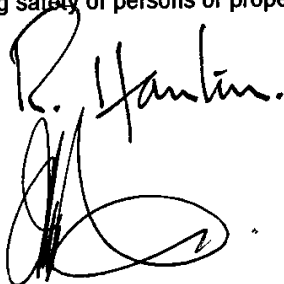
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x Director

x Secretary

P. Hankin.


FORM APPROVAL
A4432

SECTION 75AA STAMP ACT.

EXEMPT from W.A. Stamp Duty

INSTRUMENT DATED 1995

GROSS CONSDN \$125000-00

CHTLs V.G.O. VALUED

WESTERN AUSTRALIA
TRANSFER OF LAND ACT 1893 AS AMENDED.

for Commissioner of State Taxation

WESTERN AUSTRALIA STAMP DUTY
08/06/95 21672506 50 \$*****0.00

TRANSFER OF LAND

DESCRIPTION OF LAND (Note 1)

Lot 202 on Diagram 88801

EXTENT

VOLUME

FOLIO

Whole

2046

597



ESTATE AND INTEREST (Note 2)

Fee Simple

ENCUMBRANCES (Note 3)

Nil

TRANSFEROR (Note 4)

THE MINISTER FOR ECONOMIC DEVELOPMENT & TRADE

Minister for Commerce and Trade;

~~Regional Development, Small Business~~

XHC

CONSIDERATION (Note 5)

ONE HUNDRED AND TWENTY FIVE THOUSAND DOLLARS (\$125,000.00)

TRANSFeree (Note 6)

VITEC ASSEMBLY LIMITED ACN 009 216 086

20 BROWN STREET EAST PERTH NOW OF

7 WATTS PLACE, TECHNOLOGY PARK

BENTLEY

R. Hamilton


INSTRUCTIONS

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G 188728 T
 28 May, 1996 14:52 Perth



REG. \$ 133.00

TRANSFER

LODGED BY

As below

ADDRESS

PHONE No.

FAX No.

REFERENCE No.

ISSUING BOX No.

888

PREPARED BY

Messrs Black & Co
Suite 3, Martindale House
977-979 Wellington Street
WEST PERTH WA 6005

ADDRESS

481 5990

481 5995

PHONE No.

FAX No.

INSTRUCT IF ANY DOCUMENTS ARE TO ISSUE TO OTHER THAN LODGING PARTY.

TITLES, LEASES, DECLARATIONS ETC. LODGED HERewith

- 1. Dup CT 1764/583 Received Items
- 2. Letter Nos. 1
- 3. _____
- 4. _____
- 5. _____
- 6. _____ Receiving Clerk *BS*

NEW TITLE or ENDORSING INSTRUCTION

NEI + R.C.

EXAMINED

S

Registered pursuant to the provisions of the TRANSFER OF LAND ACT 1893 as amended on the day and time shown above and particulars entered in the Register Book.

INITIALS OF SIGNING OFFICER

A

1 Jack 3

REGISTRAR OF TITLES

16747/6/94-10M-OC/663

Dated this *Twenty-seventh* day of *May*

TRANSFEROR/S SIGN HERE (Note 7)

Signed

Signed

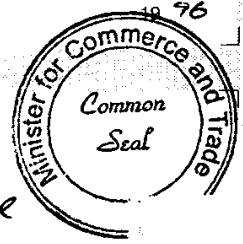
In the Presence of

In the Presence of

The Common Seal of the Honourable Minister for Commerce and Trade was hereunto affixed by the Minister for Commerce and Trade for the time being the Honourable Hendy John Cowan MLA in the presence of:

Hendy Cowan

Galestone
G.W. WILTSHIRE C.P.A., M.P.A.
CLASSIFIED PUBLIC SERVANT



TRANSFeree/S SIGN HERE (Note 7)

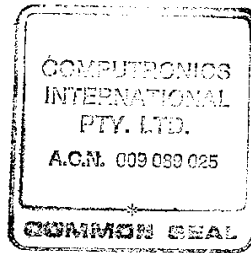
Signed

Signed

In the Presence of

In the Presence of

The Common Seal of **COMPUTRONICS INTERNATIONAL PTY LTD** was hereunto affixed by authority of the Directors in the presence of:



[Signature]

Director

[Signature]

Director/Secretary

THE TRANSFEROR for the consideration herein expressed HEREBY TRANSFERS TO THE TRANSFEREE the estate and interest herein specified in the land above described subject to the encumbrances as shown hereon. (Inst. 2)

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 - vi. Lop or remove any trees on the said land unless such lopping or removal becomes necessary for ensuring safety of persons or property.

covenant

J

TRANSFER OF LAND

INSTRUMENT DATED 09/05/96 \$ 10975.00
VAL 355000.00 CHTL5 0.00 VGD N
35436010 COMMISSIONER OF STATE TAXATION
WESTERN AUSTRALIA STAMP DUTY FOLIO
28/05/96 35436110 SD \$*****5.00

DESCRIPTION OF LAND (Note 1)

Lot 30 on Plan 15737

Whole

1764

583

ESTATE AND INTEREST (Note 2)

Fee Simple

ENCUMBRANCES (Note 3)

See Page 2

TRANSFEROR (Note 4)

**MINISTER FOR COMMERCE AND TRADE formerly known as
MINISTER FOR ECONOMIC DEVELOPMENT AND TRADE**

CONSIDERATION (Note 5)

Three Hundred and Fifty Five Thousand Dollars

TRANSFeree (Note 6)

**COMPUTRONICS INTERNATIONAL PTY LTD (ACN 009 089 025)
31 Kensington Street
East Perth (WA)**

Our Ref: NPC:TID007/61.1140828

KOTT GUNNING

Writer: Natalie Casale
Direct Line 483 0937

Partner: Anne Hurley
Direct Line 483 0918

BARRISTERS, SOLICITORS & NOTARIES

28 May 1996

Registrar
Office of Titles
Department of Land Administration
Midland Square
MIDLAND WA 6056

Dear Sir,

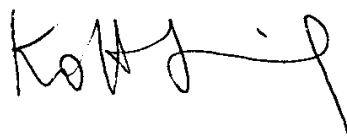
Restrictive Covenants - Transfer of Lot 30 on Plan 15737
Minister for Commerce and Trade to Computronics International Pty Ltd

We act on behalf of the Minister for Commerce and Trade, the Transferor referred to in the abovementioned Transfer.

It is our opinion that each of the restrictive covenants set out in the Transfer is a restrictive covenant and they are negative in nature. The restrictive covenants will only be relevant to the land specified in the Transfer as being benefited and/or burdened by the covenants.

We provide this letter in accordance with paragraph 7.160 of the Practice Manual.

Yours faithfully,
KOTT GUNNING



LEVEL 1101552 AUSTRALIA PLACE, 15 WILLIAM STREET, PERTH WA 6000 GPO BOX L890, PERTH WA 6001
AUSDOC: DX 110, PERTH TELEPHONE: (09) 321 3755 FAX: (09) 321 3465 AFTER HOURS: (09) 357 9123

110-


INSTRUCTIONS

1. Page 2 of this document may be used:
 - 1.1 If insufficient space in any section hereon; Appropriate headings should be shown. The boxed sections should only contain the words "see page ..."
 - 1.2 To set forth Easements created as appurtenant to the land (commencing with the words "together with"). Reservations created encumbering the land (commencing with the words "reserving to") or any Restrictive Covenant hereby created. Any Sketch contained thereon must be initialled by all parties.
2. If further space is required Additional Sheet Form B1 should be used with appropriate headings. Additional Sheets shall be numbered consecutively and bound with this document by staples along the left margin prior to execution by the parties.
3. No alteration should be made by erasure. The words rejected should be scored through and those substituted typed or written above them, the alteration being initialled by the persons signing this document and their witnesses.
4. The Duplicate Certificate of Title or Crown Lease is required to be produced or if held by another party then arrangements must be made for its production.

NOTES

1. DESCRIPTION OF LAND
Lot and Diagram/Plan/Strata Plan number or Location name and number to be stated.
Extent—Whole, part or balance of the land comprised in the Certificate of Title to be stated.
The Volume and Folio or Crown Lease number, to be stated.
2. ESTATE AND INTEREST
State whether Fee Simple, Leasehold or as the case may be in the land being transferred. If share only, specify.
3. ENCUMBRANCES
To be identified by nature and number, if none show "nil".
4. TRANSFEROR
State full name of the Transferor/Transferors (Registered Proprietor) as shown on Certificate of Title or Crown Lease.
5. CONSIDERATION
To be expressed in words.
6. TRANSFEREE
State full name of the Transferee/Transferees (PURCHASER) and the address/addresses to which future notices can be sent. If a minor state date of birth. If two or more state tenancy eg: Joint Tenants, Tenants in Common. If Tenants in Common specify shares.
7. TRANSFEREE'S, TRANSFEROR'S EXECUTION
A separate attestation is required for every person signing this document. Each signature should be separately witnessed by an Adult Person. The address and description of the witness must be stated.

G 357029 T
 20 Dec, 1996 09:07 Perth



REG. \$ 110.00

LODGED BY

ADDRESS Lodged by COMMONWEALTH BANK OF AUSTRALIA
 Address: MURRAY STREET & FORREST PLACE, PERTH 6000
 Phone No: 482 6871
 Fax: 482 6133

BOX 54

PHONE No.

FAX No.

REFERENCE No.

ISSUING BOX No.

PREPARED BY

PREPARED BY
DOCUMENTARY SERVICES PTY LTD
 SUITE 2 / 63 SHEPPERTON RD
 ADDRESS VICTORIA PARK WA 6100
 GPO BOX P1209 PERTH 6001
 PH: 470 4355 REF:
 FAX: 470 4388

PHONE No.

FAX No.

INSTRUCT IF ANY DOCUMENTS ARE TO ISSUE TO OTHER THAN LODGING PARTY.

③4

TITLES, LEASES, DECLARATIONS ETC. LODGED HEREWITH

- | | |
|----------|-----------------|
| 1. _____ | Received Items |
| 2. _____ | Nos. |
| 3. _____ | |
| 4. _____ | |
| 5. _____ | |
| 6. _____ | Receiving Clerk |

NEW TITLE or ENDORSING INSTRUCTION

EXAMINED

RC ~~STH~~

rel

W

Registered pursuant to the provisions of the TRANSFER OF LAND ACT 1893 as amended on the day and the shown above and particulars entered in the Register Book.

INITIALS OF SIGNING OFFICER



REGISTRAR OF TITLES

Dated this 19th

day of December

19 9/10

TRANSFEROR/S SIGN HERE (Note 7)

Signed

Signed

In the Presence of

In the Presence of

Hendy Cowan

The Common Seal of the Minister for Commerce & Trade was hereunto affixed by the aforesaid Minister for the time being the Honourable Hendy Cowan in the presence of:)



Witness: *[Signature]*

CLASSIFIED PUBLIC SERVANT

TRANSFeree/S SIGN HERE (Note 7)

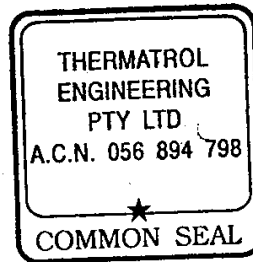
Signed

Signed

In the Presence of

In the Presence of

The Common Seal of THERMATROL ENGINEERING PTY LTD (ACN 056 894 798) was hereunto affixed by its Directors in the presence of:)



[Signature]
Director
[Signature]
Director/Secretary

Our Ref: NPC:TID007/52.1176584

KOTT GUNNING

Writer: Natalia Casale
Direct Line 483 0937

Partner: Anne Hurley
Direct Line 483 0918

BARRISTERS, SOLICITORS & NOTARIES

17 December 1996

Registrar
Office of Titles
Department of Land Administration
Midland Square
MIDLAND WA 6056

Dear Sir,

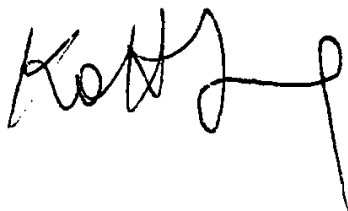
Restrictive Covenants - Transfer of Lot 1 on Diagram 91589
Minister for Commerce and Trade to Thermatrol Engineering Pty Ltd

We act on behalf of the Minister for Commerce and Trade, the Transferor referred to in the abovementioned Transfer.

It is our opinion that each of the restrictive covenants set out in the Transfer is a restrictive covenant and they are negative in nature. The restrictive covenants will only be relevant to the land specified in the Transfer as being benefited and/or burdened by the covenants.

We provide this letter in accordance with paragraph 7.160 of the Practice Manual.

Yours faithfully,
KOTT GUNNING



THE TRANSFEROR for the consideration herein expressed HEREBY TRANSFERS TO THE TRANSFEREE the estate and interest herein specified in the land above described subject to the encumbrances as shown hereon. (Inst. 2)

Restrictive Covenants:

The transferee hereinbefore described by itself and its successors and assigns hereby covenants with the Transferor as the proprietor for the benefit of all the Lots comprised in Portion of Canning Location 3252 and being comprised in Plans 15403, 15736 and 16869 and in Diagrams 70041, 70132, 71195, 73566 and 74187 and the successors in Title to the said Lots to the intent that the covenants hereinafter mentioned shall run with and bind the intent that the covenants hereinafter mentioned shall run with and bind the land hereinbefore described (hereinafter referred to as "the said land"):-

- (a) No construction shall commence on the said land until building plans, site plans and perspectives have been approved in writing by the Transferor and no material or substantial variation to such plans and perspectives shall be made without the further approval of the Transferor.
- (b) No material or substantial alteration or extension to existing improvements shall be made without the prior approval of the Transferor and the submission to the Transferor of building plans and perspectives for such alternations and extensions (such approval not to be unreasonably withheld) that no noisy noxious or offensive trade, act, business occupation or calling is to be carried on the said land which may be a nuisance to adjoining owners or occupiers or which may lawfully be deemed to be a nuisance by any local or public authority.
- (c) That the Transferee shall not contravene the relevant Health, Noise, Abatement and Clean Air Act and Regulations and by-laws including those required by the Perth City Council pertaining to Technology Park and affecting the said land.
- (d) That no vehicle shall be permitted to be parked on the said land other than in accordance with the location or locations specified on the building and site plans referred to in clause (a) above.
- (e) That the transferee shall not:-
 - (i) Sub-divide the said land without the prior written approval of the Transferor.
 - (ii) Assign, lease or sub-let the said land without the prior written approval of the Transferor first had and obtained (such approval not to be unreasonably withheld where the proposed use of the said land by the proposed assignee, lessee or sub-lessee complies with approval zonings for the said land).
 - (iii) Without the prior written approval of the Transferor alter substantially the use to which the said land is or is to be put as approved by the Transferor.
 - (iv) Sell or agree to sell or grant any option over the said land or any part thereof to any person without obtaining from such person a covenant to be bound by the same terms and conditions as are herein provided and on the part of the Transferee to be performed.
 - (v) Erect any fencing on any part of the said land.
 - (vi) Lop or remove any trees on the said land unless such lopping or removal becomes necessary for ensuring safety of persons or property.

TRANSFER OF LAND

INSTRUMENT DATED 22/Dec/95 \$5637.50
VAL \$215000.00 CHTL\$ \$0.00 VGD N
43769705 COMMISSIONER OF STATE TAXATION

DESCRIPTION OF LAND (Note 1)

EXTENT VOLUME FOLIO

Lot 1 on Diagram 91589

Whole 2094 988

ESTATE AND INTEREST (Note 2)

Fee Simple

ENCUMBRANCES (Note 3)

Nil

TRANSFEROR (Note 4)

THE MINISTER FOR COMMERCE AND TRADE formerly described as
THE MINISTER FOR ECONOMIC DEVELOPMENT AND TRADE

CONSIDERATION (Note 5)

TWO HUNDRED AND FIFTEEN THOUSAND DOLLARS ONLY

TRANSFeree (Note 6)

THERMATROL ENGINEERING PTY LTD (ACN 056 894 798) ^{FORMERLY} of P.O. Box 212
VICTORIA PARK Now of 1/63 SHEPPARTON ROAD ; VICTORIA PARK.

INSTRUCTIONS

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 - 1.1 If insufficient space in any section hereon; Appropriate headings should be shown. The boxed sections should only contain the words "see page ..."
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4. The Duplicate Certificate of Title or Crown Lease is required to be produced or if held by another party then arrangements must be made for its production.

NOTES

1. DESCRIPTION OF LAND
Lot and Diagram/Plan/Strata Plan number or Location name and number to be stated.
Extent—Whole, part or balance of the land comprised in the Certificate of Title to be stated.
The Volume and Folio or Crown Lease number, to be stated.
2. ESTATE AND INTEREST
State whether Fee Simple, Leasehold or as the case may be in the land being transferred. If share only, specify.
3. ENCUMBRANCES
To be identified by nature and number, if none show "nil".
4. TRANSFEROR
State full name of the Transferor/Transferors (Registered Proprietor) as shown on Certificate of Title or Crown Lease.
5. CONSIDERATION
To be expressed in words.
6. TRANSFEREE
State full name of the Transferee/Transferees (PURCHASER) and the address/addresses to which future notices can be sent. If a minor state date of birth. If two or more state tenancy eg: Joint Tenants, Tenants in Common. If Tenants in Common specify shares.
7. TRANSFEREE'S, TRANSFEROR'S EXECUTION
A separate attestation is required for every person signing this document. Each signature should be separately witnessed by an Adult Person. The address and description of the witness must be stated.

NEW TITLE or ENDORSING INSTRUCTION

r/c
MSI
R

EXAMINED

MS

16747/6/94-10M-OC/663

G 357068 T

20 Dec, 1996 09:14 Perth



REG. \$ 90.00

TRANSFER

LODGED BY

ADDRESS

PHONE WESTPAC BANKING CORPORATION
109 ST. GEORGE'S TERRACE, PERTH
ISSUING BOX 5
FAX PH: 426 2370
FAX: 481 0454

REFERENCE No.

ISSUING BOX No.

PREPARED BY

PREPARED BY CLOISTERS SETTLEMENT SERVICES
ADDRESS 865 HAY STREET, PERTH 322 6563
FAX: 481 6596

PHONE No.

FAX No.

INSTRUCT IF ANY DOCUMENTS ARE TO ISSUE TO OTHER THAN LODGING PARTY.

02

TITLES, LEASES, DECLARATIONS ETC. LODGED HEREWITH

1. 2046/596 Received Items
2. _____ Nos.
3. _____
4. _____
5. _____ Receiving Clerk *AP*
6. _____

Registered pursuant to the provisions of the TRANSFER OF LAND ACT 1893 as amended on the day and time shown above and particulars entered in the Register Book.

INITIALS OF SIGNING OFFICER

P
G Sach **T** *R/C*
REGISTRAR OF TITLES

Dated this 4 day of December 1996

TRANSFEROR/S SIGN HERE (Note 7)

Signed

Signed

Handwritten signature

In the Presence of

In the Presence of

The Common Seal of the Minister for Commerce & Trade was hereunto affixed by the aforesaid Minister for the time being the Honourable Hendy Cowan in the presence of:



Witness: *J. Sheehole*

CLASSIFIED PUBLIC SERVANT

TRANSFeree/S SIGN HERE (Note 7)

Signed

Signed

In the Presence of

In the Presence of

THE COMMON SEAL OF KULYARN PTY. LTD. ACN 052 459 364 WAS HEREUNTO AFFIXED BY AUTHORITY OF THE DIRECTORS AND IN THE PRESENCE OF:



[Signature]
DIRECTOR

Janine F. Dull
SECRETARY

KOTT GUNNING

Our Ref: NPC:TID007/67.1176601

Writer: Natalie Casale
Direct Line 483 0937

Partner: Anne Hurley
Direct Line 483 0918

BARRISTERS, SOLICITORS & NOTARIES

17 December 1996

Registrar
Office of Titles
Department of Land Administration
Midland Square
MIDLAND WA 6056

Dear Sir,

Restrictive Covenants - Transfer of Lot 201 on Diagram 88801 in
Certificate of Title Volume 2046 Folio 596
Minister for Commerce and Trade to Kulyarn Pty Ltd

We act on behalf of the Minister for Commerce and Trade, the Transferor referred to in the abovementioned Transfer.

It is our opinion that each of the restrictive covenants set out in the Transfer is a restrictive covenant and they are negative in nature. The restrictive covenants will only be relevant to the land specified in the Transfer as being benefited and/or burdened by the covenants.

We provide this letter in accordance with paragraph 7.160 of the Practice Manual.

Yours faithfully,
KOTT GUNNING



LEVEL 11 AUSTRALIA PLACE, 15 WILLIAM STREET, PERTH WA 6000 GPO BOX L890, PERTH WA 6001
1101552
AUSDOC: DX 110, PERTH TELEPHONE: (09) 321 3755 FAX: (09) 321 3465 AFTER HOURS: (09) 357 9123

THE TRANSFEROR for the consideration herein expressed HEREBY TRANSFERS TO THE TRANSFEREE the estate and interest herein specified in the land above described subject to the encumbrances as shown hereon. (Inst. 2)

The Transferee hereinbefore described by itself and its successors and assigns hereby covenants with the Transferor as the proprietor for the benefit of all of the Lots comprised in Portion of Canning Location 3252 and being comprised in Plans 15403, 15736, 16869 and in Diagrams 70041, 70132, 71195, 73566, 74187, 88800 and 88801 and the successors in Title to the said Lots to the intent that the covenants hereinafter mentioned shall run with and bind the land hereinbefore described (hereinafter referred to as "the said Land"):

- a) No construction shall commence on the said Land until building plans, site plan and perspectives have been approved in writing by the Transferor and no material or substantial variation to such plans and the perspectives shall be made without the further approval of the Transferor.
- b) No material or substantial alteration or extension to existing improvements shall be made without prior approval of the Transferor and the submission to the Transferor of building plans and perspectives for such alterations and extensions (such approval not to be unreasonably withheld) that no noisy noxious or offensive trade, act, business occupation or calling is to be carried on on the said land which may be a nuisance to adjoining owners or occupiers or which may lawfully be deemed to be a nuisance by any local or public authority.
- c) That the Transferee shall not contravene the relevant Health, Noise Abatement and Clean Air Act and Regulations and any special regulations and by-laws including those required by the Perth City Council pertaining to Technology Park and affecting the said land.
- d) That no vehicle shall be permitted to be parked on the said land other than in accordance with the location or locations specified on the building and site plans referred to in Clause (a) above.
- e) That the Transferee shall not erect or cause to be erected any signs on the property unless and until the Transferor shall have approved of the same in writing (such approval not to be unreasonably withheld.)
- f) That the Transferee shall not:
 - i) Subdivide the said land without the prior written approval of the Transferor;
 - ii) Assign, lease or sub-let the said land without the prior written approval of the Transferor first had and obtained (such approval not to be unreasonably withheld where the proposed use of the said land by the proposed assignee, lessee or sub-lessee complies with approved zonings for ~~the~~ ^{the} said land);
 - iii) Without the prior written approval of the Transferor alter substantially the use to which the said land is or is to be put as approved by the Transferor and such approval may not be unreasonably withheld if the use is within the relevant zoning of the Land.
 - iv) Sell or agree to sell or grant any option over the said land or any part thereof to any person without obtaining from such person a covenant to be bound by the same terms and conditions as are herein provided and on the part of the Transferee to be performed;
 - v) Lop or remove any trees on the said land unless such lopping or removal becomes necessary for ensuring safety of persons or property.

OK

[Handwritten signature]

Janine F. Powell

covenant

TRANSFER OF LAND

INSTRUMENT DATED 30/05/96 \$3934.50
VAL \$162600.00 CHTLS \$0.00 VHD N
48102007 COMMISSIONER OF STATE TAXATION

DESCRIPTION OF LAND (Note 1)

EXTENT VOLUME FOLIO

Lot 201 on Diagram 88801

Whole 2046 596

ESTATE AND INTEREST (Note 2)

Fee Simple

ENCUMBRANCES (Note 3)

Nil

TRANSFEROR (Note 4)

MINISTER FOR COMMERCE & TRADE

CONSIDERATION (Note 5)

ONE HUNDRED AND SIXTYTWO THOUSAND SIX HUNDRED DOLLARS

TRANSFeree (Note 6)

KULYARN PTY. LTD. ACN 052 459 364 of 3 Turner Avenue, Bentley

INSTRUCTIONS

1. The pages of this document must not be separated.
2. Page 2 of this document may be used:
 - 2.1 If insufficient space in any section hereon: Appropriate headings should be shown. The boxed sections should only contain the words "see page ..."
 - 2.2 To set forth Easements created as appurtenant to the land (commencing with the words "together with"). Reservations created encumbering the land (commencing with the words "reserving to") or any Restrictive Covenant hereby created. Any Sketch contained thereon must be initialed by all parties.
3. If further space is required Additional Sheet Form B1 should be used with appropriate headings. Additional Sheets shall be numbered consecutively and bound with this document by staples along the left margin prior to execution by the parties.
4. No alteration should be made by erasure. The words rejected should be scored through and those substituted typed or written above them, the alteration being initialed by the persons signing this document and their witnesses.
5. The Duplicate Certificate of Title or Crown Lease is required to be produced or if held by another party then arrangements must be made for its production.

NOTES

1. **DESCRIPTION OF LAND**
Lot and Diagram/Plan/State Plan number or Location notes and number to be stated.
Extent - Whole, part or balance of the land comprised in the Certificate of Title to be stated.
The Volume and Folio or Crown Lease number, to be stated.
2. **ESTATE AND INTEREST**
State whether Fee Simple, Leasehold or as the case may be in the land being transferred. If share only, specify.
3. **ENCUMBRANCES**
To be identified by nature and number, if none show "nil".
4. **TRANSFEROR**
State full name of the Transferor/Transferors (Registered Proprietor) as shown on the Certificate of Title or Crown Lease.
5. **CONSIDERATION**
To be expressed in words.
6. **TRANSFeree**
State full name of the Transferee/Transferees (Purchaser) and the address/addresses to which future notices can be sent. If a minor state date of birth. If two or more state tenancy eg: Joint Tenants, Tenants in Common. If Tenants in Common specify shares.
7. **TRANSFeree'S, TRANSFEROR'S EXECUTION**
A separate attestation is required for every person signing this document. Each signature should be separately witnessed by an Adult Person. The address and occupation of the witness must be stated.

NEW TITLE or ENDORSING INSTRUCTION

RE MI

EXAMINED

R KR

05389/1/92-5M-OC/663

13/3/97 2:23 PM

4 of 4

OFFICE USE ONLY

G 432745 T
26 Mar, 1997 16:19:19 Perth



REG. \$ 170.00

TIME CLOCK

LODGED BY

Edwards Thompson

ADDRESS

PHONE No.

FAX No

REFERENCE No.

ISSUING BOX No.

X 285

PREPARED BY

Edwards Thompson
Ref: KJE/LAA:970050

ADDRESS

Level 31, QV1 Building
250 St George's Terrace
Perth WA 6000

PHONE No.

(09) 321 2722

FAX No.

(09) 321 2788

INSTRUCT IF ANY DOCUMENTS ARE TO ISSUE TO OTHER THAN LODGING PARTY.

TITLES, LEASES, DECLARATIONS ETC. LODGED HEREWITH:

1. G 1764/576 Received Items
2. letter Nos. 1-2
3. _____
4. _____
5. _____
6. _____

Receiving Clerk *H*

Registered pursuant to the provisions of the TRANSFER OF LAND ACT 1893 as amended on the day and time shown above and particulars entered in the Register Book.

INITIALS OF SIGNING OFFICER

P

R



REGISTRAR OF TITLES

Dated this 25th day of March 19 97

TRANSFEROR/S SIGN HERE (Note 7)

The Common Seal of the Minister for Commerce & Trade was heretuno affixed by the aforesaid Minister for the time being the Honourable Hendy Cowan in the presence of:

Hendy Cowan



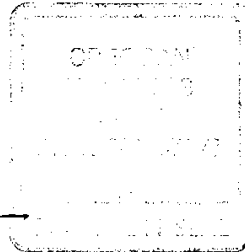
[Signature]
CLASSIFIED PUBLIC SERVANT

TRANSFeree/S SIGN HERE (Note 7)

THE COMMON SEAL for **CREGGAN HOLDINGS PTY LTD** was hereunto affixed by authority of its Board of Directors in the presence of:

[Signature]
Director

[Signature]
Director/Secretary



THE TRANSFEROR for the consideration herein expressed HEREBY TRANSFERS TO THE TRANSFEREE the estate and interest herein specified in the land above described subject to the encumbrances as shown hereon (Inst. 2)

RESTRICTIVE COVENANTS RELATING TO USE BY TRANSFEREE

The Transferee hereinbefore described by itself and its successors and assigns hereby covenants with the Transferor as the proprietor for the benefit of all of the Lots comprised in Portion of Canning Location 3252 and being comprised in Plans 15403, 15736, 16869 and in Diagrams 70041, 70132, 711,95, 73566 and 74187, and the successors in Title to the said Lots to the intent that the covenants hereinafter mentioned shall run with and bind the land hereinbefore described (hereinafter referred to as "the said Land"):

- a. No construction shall commence on the said Land until building plans, site plans and perspectives have been approved in writing by the Transferor and no material or substantial variation to such plans and the perspectives shall be made without the further approval of the Transferor.
- b. No material or substantial alteration or extension to existing improvements shall be made without the prior approval of the Transferor and the submission to the Transferor of building plans and perspectives for such alterations and extensions (such approval not be unreasonably withheld) that no noisy noxious or offensive trade, act, business occupation or calling is to be carried on the said Land which may be a nuisance to adjoining owners or occupiers or which may lawfully be deemed to be a nuisance by any local or public authority.
- c. That the Transferee shall not contravene the relevant Health, Noise Abatement and Clean Air Act and Regulations and any special regulations and by-laws including those required by the Town of Victoria Park pertaining to Technology Park and affecting the said land.
- d. That no vehicle shall be permitted to be parked on the said Land other than in accordance with the location or locations specified on the building and site plans referred to in Clause (a) above.
- e. That the Transferee shall not erect or cause to be erected any signs on the said Land unless and until the Transferor shall have approved of the same in writing (such approval not to be unreasonably withheld).
- f. That the Transferee shall not:
 - i. Sub-divide the said Land without the prior written approval of the Transferor;
 - ii. Assign, lease or sub-let the said Land without the proper written approval of the Transferor first had and obtained (such approval not to be unreasonably withheld where the proposed use of the said Land by the proposed assignee, lessee or sub-lessee complies with approved zonings for the said Land);
 - iii. Without the prior written approval of the Transferor alter substantially the use to which the said Land is or is to be put as approved by the Transferor;
 - iv. Sell or agree to sell or grant any option over the said Land or any part thereof to any person without obtaining from such person a covenant to be bound by the same terms and conditions as are herein provided and on the part of the Transferee to be performed;
 - v. Erect any fencing on any part of the said Land;
 - vi. Lop or remove any trees on the said Land unless such lopping or removal becomes necessary for ensuring safety of persons or property.



FORM T 2
FORM APPROVED
NO. A4206

INSTALLMENT DATED 24/02/97
STAMPED \$ 18,050-00
NO DUTY PAYABLE HEREON STAMP ACT 1921
for COMMISSIONER OF STATE REVENUE

INSTRUMENT DATED 25/03/97
GROSS CONSDN. \$530,000
CHTLS _____ V.G.O. VALUED

WESTERN AUSTRALIA
TRANSFER OF LAND ACT 1893 AS AMENDED

TRANSFER OF LAND

DESCRIPTION OF LAND (Note 1)

DESCRIPTION OF LAND (Note 1)	EXTENT	VOLUME	FOLIO
Lot 23 on Plan 15737	Whole	1764	576

ESTATE AND INTEREST (Note 2)

Fee simple

ENCUMBRANCES (Note 3)

Nil

TRANSFEROR (Note 4)

Ralph
The Minister for Commerce and Trade of 197 St George's Terrace, Perth
as: The Minister for Economic Development and Trade, formerly known

CONSIDERATION (Note 5)

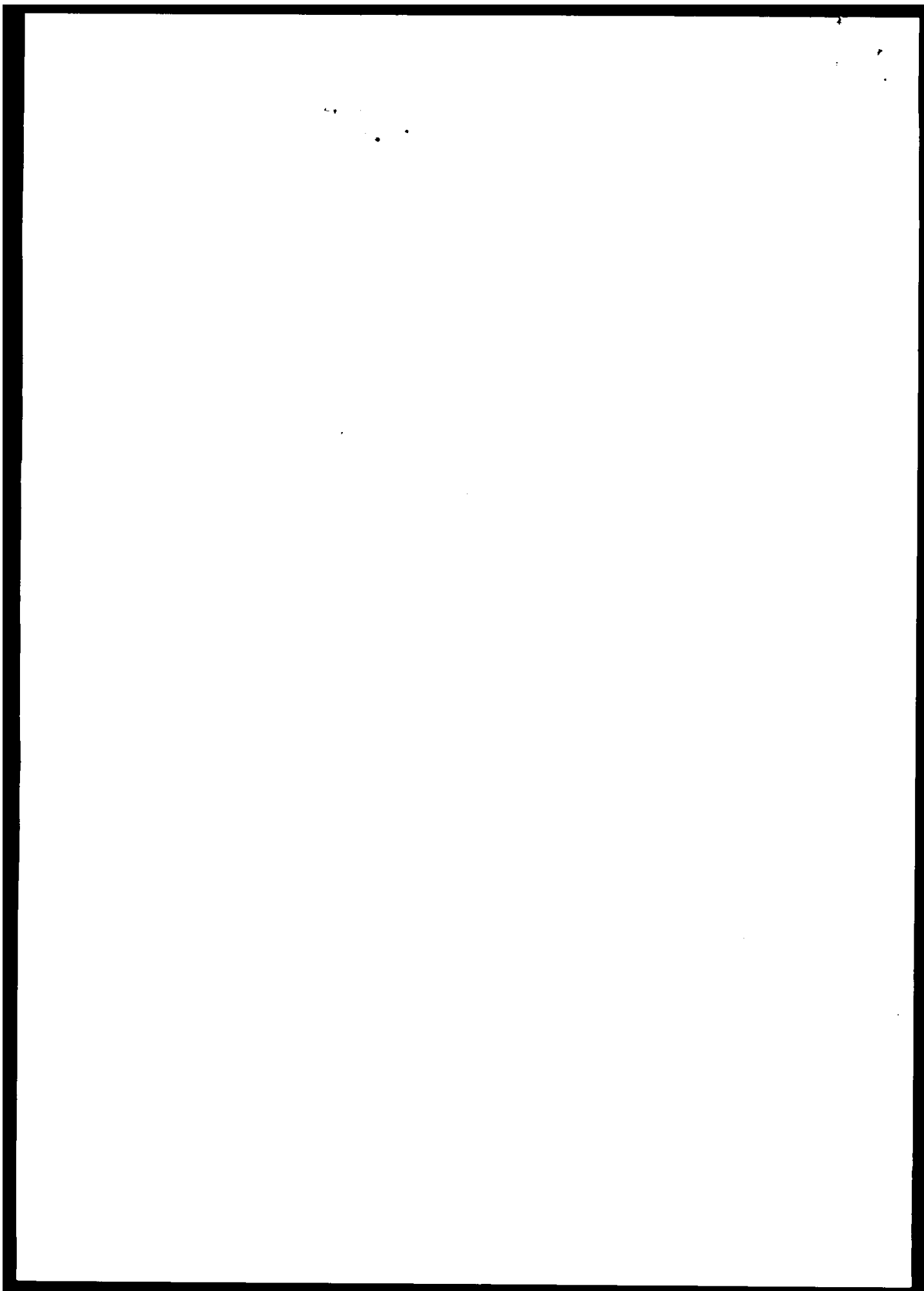
Five Hundred and Thirty Thousand Dollars (\$530,000)

TRANSFeree (Note 6)

Creggan Holdings Pty Ltd (A.C.N. 009 397 773) of 21 Wattle Avenue, Dalkeith

13/3/97 2:23 PM

1 of 4



Our Ref: NPC:FF:TID007/63

KOTT GUNNING

Writer: Natalie Casale
Direct Line 483 0937

Partner: Anne Hurley
Direct Line 483 0936

BARRISTERS, SOLICITORS & NOTARIES

24 March 1997

Registrar
Office of Titles
Department of Land Administration
Midland Square
MIDLAND WA 6056

Dear Sir,

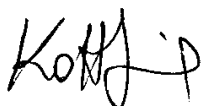
Restrictive Covenants -
Transfer of Lot 23 in Certificate of Title Volume 1764 Folio 576
Minister for Commerce & Trade

We advise we act on behalf of the Transferor referred to in the abovementioned Transfer.

We refer to page 2 of the Transfer which includes restrictive covenants agreed to by the Transferor and the Transferee.

We advise that it is our opinion that each of the covenants set out in the Transfer is a restrictive covenant and they are negative covenants and that the restrictive covenants will only be relevant to the land specified in the Transfer as being benefited and/or burdened by the covenants.

Yours faithfully
KOTT GUNNING



1193369

LEVEL 11, AUSTRALIA PLACE, 15 WILLIAM STREET, PERTH WA 6000 GPO BOX L890, PERTH WA 6001
AUSDOC: DX 110, PERTH TELEPHONE: (09) 321 3755 FAX: (09) 321 3465 AFTER HOURS: (09) 357 9123



EDWARDS THOMPSON
Solicitors

Level 31, QV1 Building
250 St George's Terrace
Perth, 6000
Western Australia

Telephone: 61 9 321 2722
Facsimile: 61 9 321 2788

CONFIDENTIAL COMMUNICATION

4 April, 1997

Our Ref: LAA/KJE 9700500
Writer: Lulu Abella

The Registrar of Titles
Department of Land Administration
Stopped Document Section
P O Box 2222
Midland Square
Midland WA 6056
Facsimile 273 7678

Attention: Mr Rick Green

Dear Sir

DEALING NOS G432745 - Creggan Holdings Pty Ltd

May we request you to insert the following :

Transferor's panel - formerly known as The Minister for Economic Development & Trade

We apologise for the oversight.

Yours faithfully

Lulu Abella
Kevin Edwards

LTOBANK

** TOTAL PAGE.01 **

INSTRUCTIONS

1. Page 2 of this document may be used:
 - 1.1 If insufficient space in any section hereon; Appropriate headings should be shown. The boxed sections should only contain the words "see page...."
 - 1.2 To set forth Easements created as appurtenant to the land (commencing with the words "together with"). Reservations created encumbering the land (commencing with the words "reserving to") or any Restricted Covenant hereby created. Any Sketch contained thereon must be initialled by all parties.
2. If further space is required Additional Sheet Form B1 should be used with appropriate headings. Additional Sheets shall be numbered consecutively and bound to this document by staples along the left margin prior to execution by the parties.
3. No alteration should be made by erasure. The words rejected should be scored through and those substituted typed or written above them, the alteration being initialled by the persons signing this document and their witnesses.
4. Duplicate Crown Lease or where issued, the Duplicate Certificate of Title is required to be produced or if held by another party then arrangements must be made for its production. ***If a Duplicate Certificate of Title is not required to be re-issued, or if a Duplicate Certificate of Title has not been issued previously but is required to issue subsequent to this document, the written request of the Transferee is required by signing this panel.*** Written consent of the First Mortgagee is also required if applicable.

NOTES

1. **DESCRIPTION OF LAND**
Lot and Diagram/Plan/Strata/Survey-Strata Plan number or Location name and number to be stated.
Extent—Whole, part or balance of the land comprised in the Certificate of Title to be stated.
The Volume and Folio or Crown Lease number to be stated.
2. **ESTATE AND INTEREST**
State whether Fee Simple, Leasehold or as the case may be in the land being transferred. If share only, specify.
3. **ENCUMBRANCES**
To be identified by nature and number, if none show "nil".
4. **TRANSFEROR**
State full name of the Transferor/Transferors (Registered Proprietor) as shown on the Certificate of Title or Crown Lease.
5. **CONSIDERATION**
To be expressed in words.
6. **TRANSFeree**
State full name of the Transferee/Transferees (PURCHASER) and the address/addresses to which future notices can be sent. If a minor, state date of birth. If two or more state tenancy eg; Joint Tenants, Tenants in Common. If Tenants in Common specify shares.
7. **TRANSFeree'S/TRANSFEROR'S EXECUTION**
Transferees and Transferors must sign their appropriate panel. A separate attestation is required for every person signing this document. Each signature should be separately witnessed by an adult person. The address and occupation of the witness must be stated.

EXAMINED

WAZ *[Signature]*

LODGED BY *Elizabeth Reiss & Associates*

ADDRESS *PO Box 337 Subiaco WA 6904*

PHONE No. *(08) 9380 9088*

FAX No.

REFERENCE No.

ISSUING BOX No. *123*

**VOL 2103
FOL 138**

PREPARED BY **ELIZABETH REISS & ASSOCIATES**

PO BOX 337
ADDRESS **SUBIACO WA 6904**
Phone: 380 9088 Fax: 380 9089

PHONE No. FAX No.

INSTRUCT IF ANY DOCUMENTS ARE TO ISSUE TO OTHER THAN LODGING PARTY

(2)

TITLES, LEASES, DECLARATIONS ETC LODGED HERewith

1. _____	Received Items
2. _____	Nos.
3. _____	
4. _____	
5. _____	
6. _____	Receiving Clerk <i>[Signature]</i>

Registered pursuant to the provisions of the TRANSFER OF LAND ACT 1893 as amended on the day and time shown above and particulars entered in the Register.

[Signature]



Dated this 5 day of August 1997

TRANSFEROR/S SIGN HERE (Note 7)

Signed Hendy Cowan



Signed

In the presence of

In the presence of

The common Seal of The Minister for Commerce and Trade was hereunto affixed by the aforesaid Minister for the time being The Honourable Hendy Cowan in the presence of:

[Signature]

CLASSIFIED PUBLIC SERVANT

REQUEST FOR ISSUE/NON-ISSUE (Instruction 4)

BY SIGNING THIS PANEL, I/WE THE TRANSFEREE REQUEST THE ~~ISSUE/NON-ISSUE~~ DELETED AS REQUIRED OF A DUPLICATE CERTIFICATE(S) OF TITLE FOR THE LAND ABOVE DESCRIBED.

Signed DIRECTOR: [Signature]

Signed DIRECTOR/ SECRETARY: [Signature]

TRANSFEREE/S SIGN HERE (Note 7)

THE LODGING PARTY OF THIS DOCUMENT IS AUTHORIZED BY THE ABOVE NAMED TRANSFEREE TO INSTRUCT ISSUING DETAILS FOR THE DUPLICATE CERTIFICATE(S) OF TITLE.

Signed In the presence of

Signed In the presence of

THE COMMON SEAL OF BOSTON TOWER PTY LTD (ACN 071 187 187) WAS HEREUNTO AFFIXED BY AUTHORITY OF THE BOARD OF DIRECTORS IN THE PRESENCE OF:

DIRECTOR: [Signature]

Seal

DIRECTOR/ SECRETARY: [Signature]



THE TRANSFEROR for the consideration herein expressed HEREBY TRANSFERS TO THE TRANSFEREE the estate and interest herein specified in the land above described, subject to the encumbrances as shown hereon. (Instruction 2)

The Transferee hereinbefore described itself and its successors and assigns hereby covenants with the Transferor as the proprietor for the benefit of all the Lots comprised in Portion of Canning Location 3252 and being comprised in Plans 15403, 15736, 16869 and Diagrams 70041, 70132, 71195, 73566, and 741187, and the successors in Title to the said Lots to the intent that the covenants hereinafter mentions shall run with and bind the land hereinbefore described (hereinafter referred to as "the said Land").

- a) No construction shall commence on the said land until building plans, site plans and perspectives have been approved in writing by the Transferor and such approval shall not be unreasonably withheld, and no materials or substantial variation to such plans and the perspectives shall be made without the further approval of the Transferor.
- b) No material or substantial or extension to existing improvements shall be made without the prior approval of the Transferor and such approval shall not unreasonably withheld, and the submission to the Transferor of building plans and perspectives for such alterations and extensions (such approval not to be unreasonably withheld) that no noisy noxious or offensive trade, act, business occupation or calling is to be carried on on the said land which may be a nuisance to adjoining owners or occupiers or which may lawfully be deemed to be a nuisance by any local or public authority.
- c) That the Transferee shall not contravene the relevant Health, Noise Abatement and Clean Air Act and Regulations any special regulations and by-laws including those required by the Perth City Council pertaining to Technology Park and affecting the said land.
- d) That no vehicle shall be permitted to be parked on the said land other than in accordance with the location or locations specified on the building and site plans referred to in Clause (a) above.
- e) That the Transferee shall not erect or cause to be erected any signs on the property unless and until the Transferor shall have approved of the same in writing (such approval not to be unreasonably withheld).
- f) The Transferee shall not:-
 - i) Sub-divide the said land without the prior written approval of the Transferor;
 - ii) Assign, lease or sub-let the said land without the prior written approval of the Transferor first had and obtained (such approval not to be unreasonably withheld where the proposed use of the said land by the proposed assignee, lessee or sub-lessee complies with approved zonings for the said land);
 - iii) Sell or agree to sell or grant any option over the said land or any part thereof to any person without obtaining the prior written approval of the Transferor and such approval shall not be unreasonably withheld;
 - iv) Erect any fencing on any part of the said land;
 - v) Lop or remove any trees on the said land unless such lopping or removal becomes necessary for ensuring safety of persons or property.

INSTRUCTIONS

1. Page 2 of this document may be used:
 - 1.1 If insufficient space in any section hereon; Appropriate headings should be shown. The boxed sections should only contain the words "see page...."
 - 1.2 To set forth Easements created as appurtenant to the land (commencing with the words "together with"). Reservations created encumbering the land (commencing with the words "reserving to") or any Restricted Covenant hereby created. Any Sketch contained thereon must be initialled by all parties.
2. If further space is required Additional Sheet Form B1 should be used with appropriate headings. Additional Sheets shall be numbered consecutively and bound to this document by staples along the left margin prior to execution by the parties.
3. No alteration should be made by erasure. The words rejected should be scored through and those substituted typed or written above them, the alteration being initialled by the persons signing this document and their witnesses.
4. Duplicate Crown Lease or where issued, the Duplicate Certificate of Title is required to be produced or if held by another party then arrangements must be made for its production. ***If a Duplicate Certificate of Title is not required to be re-issued, or if a Duplicate Certificate of Title has not been issued previously but is required to issue subsequent to this document, the written request of the Transferee is required by signing this panel.*** Written consent of the First Mortgagee is also required if applicable.

NOTES

1. **DESCRIPTION OF LAND**
Lot and Diagram/Plan/Strata/Survey-Strata Plan number or Location name and number to be stated.
Extent—Whole, part or balance of the land comprised in the Certificate of Title to be stated.
The Volume and Folio or Crown Lease number to be stated.
2. **ESTATE AND INTEREST**
State whether Fee Simple, Leasehold or as the case may be in the land being transferred. If share only, specify.
3. **ENCUMBRANCES**
To be identified by nature and number, if none show "nil".
4. **TRANSFEROR**
State full name of the Transferor/Transferors (Registered Proprietor) as shown on the Certificate of Title or Crown Lease.
5. **CONSIDERATION**
To be expressed in words.
6. **TRANSFeree**
State full name of the Transferee/Transferees (PURCHASER) and the address/addresses to which future notices can be sent. If a minor, state date of birth. If two or more state tenancy eg; Joint Tenants, Tenants in Common. If Tenants in Common specify shares.
7. **TRANSFeree'S/TRANSFEROR'S EXECUTION**
Transferees and Transferors must sign their appropriate panel. A separate attestation is required for every person signing this document. Each signature should be separately witnessed by an adult person. The address and occupation of the witness must be stated.

EXAMINED

[Handwritten signatures and initials]
 NE 4
 RHC

OFFICE USE ONLY

G 600341 T

03 Oct, 1997 12:45:28 Perth



REG. \$ 110.00

TRANSFER

LODGED BY

HAYBRAD CONVEYANCING
 33 CANNING HIGHWAY
 EAST FREMANTLE WA 6158
 TELEPHONE: 319 2244
 FAX: 319 2284

ADDRESS

PHONE No.

FAX No.

REFERENCE No.

ISSUING BOX No.

84

PREPARED BY

HAYBRAD CONVEYANCING
 33 CANNING HIGHWAY
 EAST FREMANTLE WA 6158
 TELEPHONE: 319 2244
 FAX: 319 2284

ADDRESS

PHONE No.

FAX No.

INSTRUCT IF ANY DOCUMENTS ARE TO ISSUE TO OTHER THAN LODGING PARTY

TITLES, LEASES, DECLARATIONS ETC LODGED HEREWITH

- | | |
|--------------------|------------------------------------|
| 1. <u>1764/575</u> | Received Items |
| 2. <u>LETTER</u> | Nos. <u>1-2</u> |
| 3. _____ | |
| 4. _____ | |
| 5. _____ | |
| 6. _____ | Receiving Clerk <i>[Signature]</i> |

Registered pursuant to the provisions of the TRANSFER OF LAND ACT 1893 as amended on the day and time shown above and particulars entered in the Register.



[Handwritten signature]

ATTESTATION SHEET

Dated this 2nd

day of October

1997

TRANSFEROR/S SIGN HERE (Note 7)

Signed

Hendy Cowan

Signed

In the presence of

J. Chadwick

In the presence of

CLASSIFIED PUBLIC SERVANT

The Common Seal of THE MINISTER FOR COMMERCE AND TRADE was hereunto affixed by the aforesaid MINISTER for the time being THE HONOURABLE HENDY COWAN in the presence of:

J. Chadwick



REQUEST FOR ISSUE/NON-ISSUE (Instruction 4)

BY SIGNING THIS PANEL, I/WE THE TRANSFEREE REQUEST THE ISSUE/NON-ISSUE (DELETE AS REQUIRED) OF A DUPLICATE CERTIFICATE(S) OF TITLE FOR THE LAND ABOVE DESCRIBED.

Signed

Signed

TRANSFEREE/S SIGN HERE (Note 7)

THE LODGING PARTY OF THIS DOCUMENT IS AUTHORIZED BY THE ABOVE NAMED TRANSFEREE TO INSTRUCT ISSUING DETAILS FOR THE DUPLICATE CERTIFICATE(S) OF TITLE.

Signed

P. E. Brooshoft

P. E. BROOSHOOFT

WITNESS

ADDRESS of

OCCUPATION

N. Penny
37 THIRD AVE KENSINGTON
PROJECT MGR

The common seal of HART HOLDINGS (A.C.N. 009 402 206) was hereunto affixed by the authority of the Directors in the presence of:

DIRECTOR

DIRECTOR/SECRETARY



Signed

H. T. Brooshoft

H. T. BROOSHOOFT

WITNESS

presence of

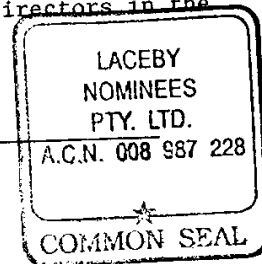
OCCUPATION

N. Penny
37 THIRD AVE KENSINGTON
PROJECT MGR

The common seal of LACEBY NOMINEES PTY LTD (A.C.N. 008 987 228) was hereunto affixed by the authority of the Directors in the presence of:

DIRECTOR

DIRECTOR/SECRETARY





ADDITIONAL PAGE TO

Dated

- c) That the Transferee shall not contravene the relevant Health, Noise Abatement and Clean Air Act and Regulations any special regulations and by-laws including those required by the Town of Victoria Park pertaining to Technology Park and affecting the said land.
- d) That no vehicle shall be permitted to be parked on the said land other than in accordance with the location or locations specified on the building and site plans referred to in Clause (a) above.
- e) That the Transferee shall not erect or cause to be erected any signs on the property unless and until the Transferor shall have approved of the same in writing (such approval not to be unreasonably withheld).
- f) That the Transferee shall not :-
- i) Sub-divide the said land without the prior written approval of the Transferor;
 - ii) Assign, lease or sub-let the said land without the prior written approval of the Transferor first had and obtained (such approval not to be unreasonably withheld where the proposed use of the said land by the proposed assignee, lessee or sub-lessee complies with approved zonings for the said land);
 - iii) Sell or agree to sell or grant any option over the said land or any part thereof to any persons without obtaining the prior written approval of the Transferor and such approval shall not be unreasonably withheld;
 - iv) Erect any fencing on any part of the said land;
 - v) Lop or remove any trees on the said land unless such lopping or removal becomes necessary for ensuring safety of persons or property;

[Handwritten signatures and initials]

LICENSED REAL ESTATE SETTLEMENT AGENTS A.C.N. 009 152 419
35 CAMPING HIGHWAY EAST FREMANTLE WA 6155
P.O. BOX 234 NORTH FREMANTLE WA 6155
TELEPHONE 09319 2264 FAX 09319 2264



LICENSEE KOSAL PTY LTD AS TRUSTEE FOR THE
HAYBRAD CONVEYANCING UNIT TRUST
TIA HAYBRAD CONVEYANCING
PRINCIPAL SUZETTE BRADBURY

TO : DOLA
ATTENTION: TOM
FAX NO. : 9273 7667

FROM : SUZETTE FILE NO.: SB8809
SUBJECT : Lot 22, Cnr Sarch & Parker Technology Park
BENTLEY
DATE : 13th October, 1997

MESSAGE

PLEASE AMEND THE ADVICE IN THE KOTT GUNNING LETTER TO INCLUDE
PLAN 15737 AS ON CERTIFICATE OF TITLE VOLUME 1764 FOLIO 575

THANKING YOU

A MEMBER OF THE CONVEYANCERS ASSOCIATION OF WA INC.
A MEMBER OF THE MELVILLE COOKBURN CHAMBER OF COMMERCE

Our Ref: AJH:tee:TID007/77

KOTT GUNNING

Partner: Anne Hurley
Direct Line: 9483 0936

BARRISTERS, SOLICITORS & NOTARIES

3 October 1997

The Registrar
Office Of Titles
P O Box 2222
MIDLAND 6056

Dear Sir

**RESTRICTIVE COVENANTS
VOLUME 1764 FOLIO 575 ("the Property")**

We act on behalf of the vendor of the Property.

In our opinion each of the Restrictive Covenants contained in the Transfer are valid in that they:

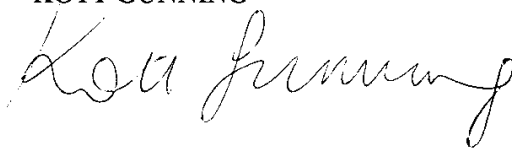
1. are negative in nature;
2. directly restrict the user of land; and
3. will only be relevant to the land specified in the Transfer as being burdened by the covenants.

The land to be benefited is all of the lots comprised in Portion of Canning Location 3252 and being comprised in Plans 15403, 15736, 16869 and in Diagram 70041, 70132, 71195, 73566 and 741187.

1537

Yours faithfully
KOTT GUNNING

see
letter
A



1227578



LEVEL 11, AUSTRALIA PLACE, 15 WILLIAM STREET, PERTH WA 6000 GPO BOX L890, PERTH WA 6001
AUSDOC: DX 110, PERTH TELEPHONE: (08) 9321 3755 FAX: (08) 9321 3465 AFTER HOURS: (08) 9357 9123

THE TRANSFEROR for the consideration herein expressed HEREBY TRANSFERS TO THE TRANSFEREE the estate and interest herein specified in the land above described, subject to the encumbrances as shown hereon. (Instruction 2)

RESTRICTIVE COVENANT

The Transferee hereinbefore described itself and its successors and assigns hereby covenants with the Transferor as the proprietor for the benefit of all the Lots comprised in Portion of Canning Location 3252 and being comprised in Plans 15403, 15736, 16869 and in Diagrams 70041, 70132, 71195, 63566 and 741187, and the successors in Title to the said Lots to the intent that the covenants hereinafter mentioned shall run with and bind the land hereinbefore described (hereinafter referred to as "the said Land").

- a) No construction shall commence on the said land until building plans, site plans and perspective has been approved in writing by the Transferor and such approval shall not be unreasonably withheld, and no materials or substantial variation to such plans and the perspectives shall be made without the further approval of the Transferor.
- b) No material or substantial or extension to existing improvements shall be made without the prior approval of the Transferor and such approval shall not unreasonably withheld, and the submission to the Transferor of building plans and perspectives for such alterations and extensions (such approval not to be unreasonably withheld) that no noisy noxious or offensive trade, act, business occupation or calling is to be carried on the said land which may be a nuisance to adjoining owners or occupiers or which may lawfully be deemed to be a nuisance by any local or public authority.

Handwritten signatures and notes:

- Top left: *Ch*
- Middle left: *SM*
- Below *SM*: *Rhy.*
- Below *Rhy.*: *B.*
- Below *B.*: *HB -*
- Bottom center: *N.Y. gals.*
- Top right: *covenants*
- Below *covenants*: *A*
- Middle right: *10*
- Below *10*: *6/2/2016*

TRANSFER OF LAND

DESCRIPTION OF LAND (Note 1)

Lot 22 on Plan 15737

WA STAMP DUTY PAID SECTION 112V	
257.3-381 T	19-8-97 Date of Instrument
\$ 266,900.00 Gross Consdn	\$ Chattels
<i>[Signature]</i> Signature	\$ N/A Duty 1,451.00

EXTENT	VOLUME	FOLIO
Whole	1764	575

ESTATE AND INTEREST (Note 2)

Fee simple

ENCUMBRANCES (Note 3)

Nil

TRANSFEROR (Note 4)

THE MINISTER OF ECONOMIC DEVELOPMENT & TRADE formerly and now known as
MINISTER FOR COMMERCE & TRADE

CONSIDERATION (Note 5)

Two hundred and sixty six thousand nine hundred dollars

TRANSFeree (Note 6)

HART HOLDINGS PTY LTD (A.C.N. 009 402 206) of care of 47 Outram Street, WEST PERTH
as one undivided half share and LACEBY NOMINEES PTY LTD (A.C.N. 008 987 228) of
care of 39 Third Avenue, KENSINGTON and Paul Elwyn BROOSHOOFT and Helen Theresa
BROOSHOOFT both of care of 114 Third Avenue, MT LAWLEY as joint tenants of one
undivided half share as tenants in common

INSTRUCTIONS

1. Page 2 of this document may be used:
 - 1.1 If insufficient space in any section hereon; Appropriate headings should be shown. The boxed sections should only contain the words "see page ...".
 - 1.2 To set forth Easements created as appurtenant to the land (commencing with the words "together with"). Reservations created encumbering the land (commencing with the words "reserving to") or any Restrictive Covenant hereby created. Any Sketch contained thereon must be initialled by all parties.
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NOTES

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Lot and Diagram/Plan/Strata/Survey-Strata Plan number or Location name and number to be stated.
Extent - Whole, part or balance of the land comprised in the Certificate of Title to be stated.
The Volume and Folio or Crown Lease number, to be stated.
2. ESTATE AND INTEREST
State whether Fee Simple, Leasehold or as the case may be in the land being transferred. If share only, specify.
3. ENCUMBRANCES
To be identified by nature and number, if none show "nil".
4. TRANSFEROR
State full name of the Transferor/Transferors (Registered Proprietor) as shown on the Certificate of Title or Crown Lease.
5. CONSIDERATION
To be expressed in words.
6. TRANSFEREE
State full name of the Transferee/Transferees (Purchaser)

and the address/addresses to which future notices can be sent.
If a minor, state date of birth.

If two or more state tenancy eg:

Joint Tenants, (on the death of a joint tenant, the survivor(s) become(s) the registered proprietor(s) of the deceased's interest by applying to the Registrar of Titles).

Tenants in Common, (on the death of a tenant in common, their share is dealt with according to their will).

If Tenants in Common specify shares.

7. TRANSFEREE'S, TRANSFEROR'S EXECUTION
Transferees and Transferors must sign their appropriate panel. A separate attestation is required for every person signing this document. Each signature should be separately witnessed by an Adult Person. The address and occupation of the witness must be stated.

EXAMINED *NEI R/C*
L/T14

G 800139 T

22 May, 1998 15:24:36 Perth



REG. \$ 110.00

TRANSFER

LODGED BY *Freehill Hollingdale & Page*
 ADDRESS *AMP Building*
 PHONE No. *140 St Georges Terrace Perth WA 6000*
 FAX No. *Tel: 9211 7777*
 REFERENCE No. *Fax: 9211 7878*
 ISSUING BOX No. *LTC Box 115 Perth*

FEE: \$30
ASSESS. No. 77850

PREPARED BY *Freehill Hollingdale & Page*
 Barristers & Solicitors
 ADDRESS *22nd Floor, AMP Building*
140 St Georges Terrace
Perth WA 6000 9804902 5 FAX/wa
 PHONE No. *(08) 9211 7777*
 FAX No. *(08) 9211 7878*

FEE: \$30
ASSESS. No. 78184

INSTRUCT IF ANY DOCUMENTS ARE TO ISSUE TO OTHER THAN LODGING PARTY.

25

TITLES, LEASES, DECLARATIONS ETC. LODGED HEREWITH

	Received Items
1. _____	
2. _____	
3. _____	Nos.
4. _____	
5. _____	
6. _____	Receiving Clerk <i>[Signature]</i>

Registered pursuant to the provisions of the TRANSFER OF LAND ACT 1993 as amended on the day and time shown above and particulars entered in the Register.

R/C

Dated this 8th day of MAY 1998

TRANSFEROR/S SIGN HERE (Note 7)

THE COMMON SEAL of THE MINISTER FOR COMMERCE AND TRADE is hereunto affixed in the presence of:

J. E. Shadbolt
17A Begonia St Dunoraigh
CLASSIFIED PUBLIC SERVANT



REQUEST FOR ISSUE / NON-ISSUE (Instruction 4)

BY SIGNING THIS PANEL, I/WE THE TRANSFEREE REQUEST THE ISSUE / NON - ISSUE (DELETE AS REQUIRED) OF A DUPLICATE CERTIFICATE(S) OF TITLE FOR THE LAND ABOVE DESCRIBED.

Signed

Signed

TRANSFEREE/S SIGN HERE (Note 7)

THE LODGING PARTY OF THIS DOCUMENT IS AUTHORISED BY THE ABOVE NAMED TRANSFEREE TO INSTRUCT ISSUING DETAILS FOR THE DUPLICATE CERTIFICATE(S) OF TITLE.

THE COMMON SEAL of BELLRIDGE NOMINEES PTY LTD (A.C.N. 062 720 601) is hereunto affixed in accordance with its articles of association in the presence of:

Director

Director/Secretary

[Handwritten signature]



THE TRANSFEROR for the consideration herein expressed HEREBY TRANSFERS TO THE TRANSFEREE the estate and interest herein specified in the land above described subject to the encumbrances as shown hereon. (Instruction 2)

The Transferee for itself and its successors and assigns hereby covenants with the Transferor as the proprietor and for the benefit of all of the Lots comprised in portion of Canning Location 3252 and being comprised in Plans 15403, 15736, 16869 and in Diagrams 70041, 70132, 71195, 73566, 74187 and 88800 and its successors in title in respect of those Lots to the intent that the covenants hereinafter mentioned shall run with and bind the land hereinbefore described (Land) as follows:

- (a) Not to construct or permit the construction of any building on the Land until building plans, site plan and perspectives have been approved in writing by the Transferor and not to make or permit to be made any material or substantial variation to such plans and perspectives without the further approval of the Transferor.
- (b) Not to make or permit to be made any material or substantial alteration or extension to existing improvements without prior approval of the Transferor and the submission to the Transferor of building plans and perspectives for such alterations and extensions (such approval not to be unreasonably withheld) provided that no noisy, noxious or offensive trade, act, business occupation or calling may be carried on on the Land which may be a nuisance to adjoining owners or occupiers or which may lawfully be deemed to be a nuisance by any local or public authority.
- (c) Not to contravene the relevant health, noise abatement and clean air Act and Regulations and any special regulations and by-laws including those required by the Perth City Council pertaining to Technology Park and affecting the Land.
- (d) Not to permit any vehicle to be parked on the Land other than in accordance with the location or locations specified on the building and site plans referred to in paragraph (a) above.
- (e) Not to erect or cause to be erected any signs on the Land unless and until the Transferor shall have approved of the same in writing (such approval not to be unreasonably withheld).
- (f) Not:
 - (i) to subdivide the Land without the prior written approval of the Transferor;
 - (ii) to assign, lease or sub-let the Land without the prior written approval of the Transferor first and obtained (such approval not to be unreasonably withheld where the proposed use of the Land by the proposed assignee, lessee or sub-lessee complies with approved zonings for the Land);
 - (iii) without the prior written approval of the Transferor to alter substantially the use to which the Land is or is to be put as approved by the Transferor and such approval may not be unreasonably withheld if the use is within the relevant zoning of the Land;
 - (iv) to sell or agree to sell or grant any option over the Land or any part thereof to any person without obtaining from such person a covenant to be bound by the same terms and conditions as are herein provided and on the part of the Transferee to be performed; or
 - (v) to lop or remove any trees on the Land unless such lopping or removal becomes necessary for ensuring safety of persons or property.

covenant
L

FORM T2

Form Approval No: B2102

WESTERN AUSTRALIA
TRANSFER OF LAND ACT 1893 AS AMENDED.

TRANSFER OF LAND

DESCRIPTION OF LAND (Note 1)

Lot 71 on Diagram 94942

WA STAMP DUTY PAID SECTION 112V	
00000 5835-001 567.8- 3/10/97	7/10/96 Date of Instrument
\$ 213,750 Gross Consideration	\$ Nil Chattels
<i>[Signature]</i> Signature 19/5/98	\$ NDP Duty % \$5598.50

EXTENT	VOLUME	FOLIO
Whole	2134	578

ESTATE AND INTEREST (Note 2)

Fee simple

ENCUMBRANCES (Note 3)

Nil

TRANSFEROR (Note 4)

THE MINISTER FOR COMMERCE AND TRADE (formerly the Minister for Economic Development and Trade) of
197 St Georges Terrace, Perth

CONSIDERATION (Note 5)

TWO HUNDRED AND ELEVEN THOUSAND THREE HUNDRED AND SEVENTY FIVE DOLLARS (\$211,375.00)

TRANSFeree (Note 6)

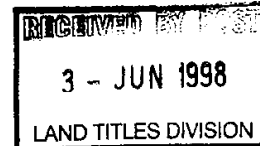
BELLRIDGE NOMINEES PTY LTD ACN 062 720 601 of Second Floor, Ardross House, 1002/1004 Hay Street,
Perth

F R E E H I L L
H O L L I N G D A L E
& P A G E

2 June 1998

Your ref G800138-141
Our ref Russell Wright
Phone 08 9211 7557
File no 9501255
Doc no PERC398153006.1

The Manager
Stopped Documents Section
DOLA
PO Box 2222
MIDLAND WA 6936



Dear Sir

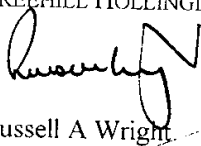
Dealing Numbers G800138-G800141

We refer to your requisition notice dated 28 May 1998 and respond as follows:

1. In relation to document number 139 we confirm that all of the covenants are restrictive covenants.
2. With reference to document number 140 please would you amend the operative part of the application to include the benefit of the easement in the land description.
3. With reference to document number 141 we are requesting Kim Valenti & Associates to respond to you direct as that document was lodged on his behalf.

We enclose a cheque for \$30.00 drawn in favour of the Registrar of Titles to cover the requisition fee.

Yours faithfully
FREEHILL HOLLINGDALE & PAGE


Russell A Wright
Partner

Enc.

5
275

AMP Building
140 St Georges Terrace Perth Western Australia 6000 Australia GPO Box U1942 Perth WA 6845
Telephone (08) 9211 7777 Int+ (6) 8) 9211 7777 Facsimile (08) 9211 7878
DX 104 Perth

SYDNEY MELBOURNE PERTH CANBERRA BRISBANE SINGAPORE HANOI HO CHI MINH CITY
CORRESPONDENT OFFICE IN JAKARTA

INSTRUCTIONS

1. Page 2 of this document may be used:
 - 1.1 If insufficient space in any section hereon;
 - Appropriate headings should be shown.
 - The boxed sections should only contain the words "see page...."
 - 1.2 To set forth Easements created as appurtenant to the land (commencing with the words "together with"). Reservations created encumbering the land (commencing with the words "reserving to") or any Restricted Covenant hereby created. Any Sketch contained thereon must be initialled by all parties.
2. If further space is required Additional Sheet Form B1 should be used with appropriate headings. Additional Sheets shall be numbered consecutively and bound to this document by staples along the left margin prior to execution by the parties.
3. No alteration should be made by erasure. The words rejected should be scored through and those substituted typed or written above them, the alteration being initialled by the persons signing this document and their witnesses.
4. Duplicate Crown Lease or where issued, the Duplicate Certificate of Title is required to be produced or if held by another party then arrangements must be made for its production. ***If a Duplicate Certificate of Title is not required to be re-issued, or if a Duplicate Certificate of Title has not been issued previously but is required to issue subsequent to this document, the written request of the Transferee is required by signing this panel.*** Written consent of the First Mortgagee is also required if applicable.

NOTES

1. **DESCRIPTION OF LAND**
Lot and Diagram/Plan/Strata/Survey-Strata Plan number or Location name and number to be stated.
Extent—Whole, part or balance of the land comprised in the Certificate of Title to be stated.
The Volume and Folio or Crown Lease number to be stated.
2. **ESTATE AND INTEREST**
State whether Fee Simple, Leasehold or as the case may be in the land being transferred. If share only, specify.
3. **ENCUMBRANCES**
To be identified by nature and number, if none show "nil".
4. **TRANSFEROR**
State full name of the Transferor/Transferors (Registered Proprietor) as shown on the Certificate of Title or Crown Lease.
5. **CONSIDERATION**
To be expressed in words.
6. **TRANSFeree**
State full name of the Transferee/Transferees (PURCHASER) and the address/addresses to which future notices can be sent. If a minor, state date of birth. If two or more state tenancy eg; Joint Tenants, Tenants in Common. If Tenants in Common specify shares.
7. **TRANSFeree'S/TRANSFEROR'S EXECUTION**
Transferees and Transferors must sign their appropriate panel. A separate attestation is required for every person signing this document. Each signature should be separately witnessed by an adult person. The address and occupation of the witness must be stated.

EXAMINED

REI & R/C

G 856494 T

23 Jul, 1998 08:56:45 Perth



REG. \$ 94.00

TRANSFER

LODGED BY

ADDRESS

PHONE

FAX No.

REFERENCE No.

ISSUING BOX No.

PREPARED BY *MARK REGAN Seals*

ADDRESS *2/178 ST Georges TR*

PHONE No. *94815030* FAX No. *93218095*

INSTRUCT IF ANY DOCUMENTS ARE TO ISSUE TO OTHER THAN LODGING PARTY

25

TITLES, LEASES, DECLARATIONS ETC LODGED HERewith

1. *XMAS CHANGE CONTRACT* Received Items
2. *LETTER - RE R.6.V.* Nos. *1*
3. _____
4. _____
5. _____
6. _____ Receiving Clerk *RA*

Registered pursuant to the provisions of the TRANSFER OF LAND ACT 1893 as amended on the day and time shown above and particulars entered in the Register.



N

R/C

Dated this 9th day of July 1998

TRANSFEROR/S SIGN HERE (Note 7)

Signed

Signed

Handy Cowan

In the presence of

In the presence of

The Common Seal of The Minister for Commerce and Trade was hereunto affixed by the aforesaid Minister for the time being THE HONOURABLE HENDY COWAN in the presence of:



Handwritten signature of the witness.

CLASSIFIED PUBLIC SERVANT

REQUEST FOR ISSUE/NON-ISSUE (Instruction 4)

BY SIGNING THIS PANEL, I/WE THE TRANSFEREE REQUEST THE ISSUE/NON-ISSUE (DELETE AS REQUIRED) OF A DUPLICATE CERTIFICATE(S) OF TITLE FOR THE LAND ABOVE DESCRIBED.

Signed

Signed

TRANSFEREE/S SIGN HERE (Note 7)

THE LODGING PARTY OF THIS DOCUMENT IS AUTHORISED BY THE ABOVE NAMED TRANSFEREE TO INSTRUCT ISSUING DETAILS FOR THE DUPLICATE CERTIFICATE(S) OF TITLE.

Signed

Signed

In the presence of

In the presence of

The Common Seal of Fig Jam Nominees Pty Ltd A.C.N. 074 247 779



was hereto affixed in accordance with the Articles in the presence of its sole Director

Handwritten signature of the sole Director.

Director

Handwritten signature of the sole Director/Secretary.

Sole Director/Secretary

Our Ref: FF:TID007/65

Partner: Anne Hurley
Direct Line: 9483 0936

KOTT GUNNING

BARRISTERS, SOLICITORS & NOTARIES

30 June 1998

The Registrar
Office Of Titles
P O Box 2222
MIDLAND 6056

Dear Sir,

**LOT 72 ON DIAGRAM 93920
MINISTER FOR COMMERCE & TRADE TO
FIGJAM NOMINEES PTY LTD
RESTRICTIVE COVENANTS**

We act for the Transferor in relation to this dealing.

In our opinion each of the Restrictive Covenants created in the Transfer are valid in that they :-

1. are negative in nature;
2. directly restrict the user of land;
3. only burden the lot to be transferred.

The land benefitting from the Restrictive Covenants is the lots comprised in Plans 15403, 15736, 16869, Diagrams 70041, 70132, 71195, 73566, 74187 and 88800.

Yours faithfully,
KOTT GUNNING

Kott Gunning



1273396

LEVEL 11, AUSTRALIA PLACE, 15 WILLIAM STREET, PERTH WA 6000 GPO BOX L890, PERTH WA
AUSDOC: DX 110, PERTH TELEPHONE: (08) 9321 3755 FAX: (08) 9321 3465 AFTER HOURS: (08) 9357 9123
EMAIL: kottgunn@highway1.com.au



THE TRANSFEROR for the consideration herein expressed HEREBY TRANSFERS TO THE TRANSFEREE the estate and interest herein specified in the land above described, subject to the encumbrances as shown hereon. (Instruction 2)

The Transferee (which term includes the transferee, assigns and successors of the Transferee) so as to bind the registered proprietor or proprietors for the time being of the land above described ("Lot 72"), covenants and agrees with the Transferor, its successors transferees and assigns and each of them the registered proprietor or proprietors for the time being of each of the Lots comprised on Plans 15403, 15736, 16869 and Diagrams 70041, 70132, 71195, 73566, 74187 and 88800 ("the benefited lots") of which the Transferor at the date of registration hereof is the registered proprietor AS FOLLOWS:

1. That the Transferee shall not:

- (i) commence any construction upon Lot 72 until building plans, site plans and perspectives have been approved in writing by the Transferor and no material or substantial variation to such plans and perspectives shall be made or used without the further approval of the Transferor;
- (ii) make any material or substantial alteration or extension to existing improvements without the prior approval of the Transferor and the submission to the Transferor of building plans and perspectives for such alterations and extensions (such approval not to be unreasonably withheld);
- (iii) carry on or permit to be carried on upon Lot 72 any noisy noxious or offensive trade act or business occupation or calling which may be a nuisance to adjoining owners or occupiers, or which may lawfully be deemed to be a nuisance by any local or public authority having jurisdiction or control over the area within which Lot 72 is situate;
- (iv) contravene relevant Health Noise Abatement and Clear Air Acts and regulations and any special regulations and by-laws including those required by the Town of Victoria Park pertaining to the Technology Park and affecting Lot 72;
- (v) park or permit to be parked upon Lot 72 any vehicle other than in accordance with the location or locations specified in the building and site plans previously referred to herein;
- (vi) erect or cause to be erected any signs on Lot 72 unless and until the Transferor shall have approved of the same in writing (such approval not to be unreasonably withheld);
- (vii) sub-divide Lot 72 without prior written approval of the Transferor;
- (viii) assign, lease, or sub-let Lot 72 without the prior written approval of the Transferor first had and obtained (such approval not to be unreasonably withheld where the proposed use of Lot 72 by the proposed assignee, lessee or sub-lessee complies with the approved zonings for Lot 72);
- (ix) without the prior written approval of the Transferor alter substantially the use to which Lot 72 is or is to be put as approved by the Transferor and such approval may not be unreasonably withheld if the use is within the relevant zoning for Lot 72;
- (x) sell or agree to sell or grant any option over Lot 72 or any part thereof to any person without obtaining from such person any covenants to be bound by the same terms and conditions as are herein provided and on the part of the Transferee to be performed;
- (xi) lop or remove any trees on Lot 72 unless such lopping or removal becomes necessary for ensuring the safety for the persons on Lot 72.

Comment
D

TRANSFER OF LAND

DESCRIPTION OF LAND (Note 1)

EXTENT VOLUME FOLIO

Lot 72 on Diagram 93920

whole 2140 93

ESTATE AND INTEREST (Note 2)

Fee Simple

ENCUMBRANCES (Note 3)

Nil

TRANSFEROR (Note 4)

MINISTER FOR COMMERCE AND TRADE

INSTRUMENT DATE 29-JUN-98
001077183-001 V60 H 8D *****2,318 75
GROSS *****129,420
CHATTLE'S *****
NO DUTY PAYABLE HEREON STAMP OUT 1924
COMMISSIONER OF STATE REVENUE

INSTRUMENT DATE 29-JUN-98
001077183-002 3P *****
DUTYABLE AMOUNT *****
NO DUTY PAYABLE HEREON STAMP OUT 1924
COMMISSIONER OF STATE REVENUE

CONSIDERATION (Note 5)

ONE HUNDRED AND TWENTY NINE THOUSAND FOUR HUNDRED AND TWENTY DOLLARS (\$129,420.00)

TRANSFeree (Note 6)

FIG JAM NOMINEES PTY LTD, A.C.N. 074 247 779. of 1 Howard Street, North Perth.



INSTRUCTIONS

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 - 1.1 If insufficient space in any section hereon; Appropriate headings should be shown. The boxed sections should only contain the words "see page...."
 - 1.2 To set forth Easements created as appurtenant to the land (commencing with the words "together with"). Reservations created encumbering the land (commencing with the words "reserving to") or any Restrictive Covenant hereby created. Any Sketch contained thereon must be initialed by all parties.
2. If further space is required Additional Sheet form B1 should be used with appropriate headings. Additional Sheets shall be numbered consecutively and bound to this document by staples along the left margin prior to execution by the parties.
3. No alteration should be made by erasure. The words rejected should be scored through and those substituted typed or written above them, the alteration being initialed by the persons signing this document and their witnesses.
4. Duplicate Crown Lease or where issued, the Duplicate Certificate of Title is required to be produced or if held by another party then arrangements must be made for its production. ***If a Duplicate Certificate of Title is not required to be re-issued, or if a Duplicate Certificate of Title has not been issued previously but is required to issue subsequent to this document, the written request of the Transferee is required by signing this panel.*** Written consent of the First Mortgagee is also required if applicable.

NOTES

1. DESCRIPTION OF LAND
Lot and Diagram/Plan/Strata/Survey-Strata Plan number or Location name and number to be stated.
Extent - Whole, part or balance of the land comprised in the Certificate of Title to be stated.
The Volume and Folio or Crown Lease number, to be stated.
2. ESTATE AND INTEREST
State whether Fee Simple, Leasehold or as the case may be in the land being transferred. If share only, specify..
3. ENCUMBRANCES
To be identified by nature and number, if none show "nil".
4. TRANSFEROR
State full name of the Transferor/Transferors (Registered Proprietor) as shown on the Certificate of Title or Crown Lease.
5. CONSIDERATION
To be expressed in words.
6. TRANSFEREE
State full name of the Transferee/Transferees (Purchaser) and the address/addresses to which future notices can be sent. if a minor, state date of birth. If two or more state tenancy eg;
 - Joint Tenants, ***(on the death of a joint tenant, the survivor(s) become(s) the registered proprietor(s) of the deceased's interest by applying to the Registrar of Titles)***,
 - Tenants in Common, ***(on the death of a tenant in common, their share is dealt with according to their Will)***.
If Tenants in Common specify shares.
7. TRANSFEREE'S TRANSFEROR'S EXECUTION
Transferee's and Transferor's must sign their appropriate panel. A separate attestation is required for every person signing this document. Each signature should be separately witnessed by an **adult person**. The address and occupation of the witness **must** be stated.

EXAMINED

CP West + R/c 414
[Signature]

H 343725 T

21 Jan, 2000 15:53:01 Perth



REG. \$ 136.00

TRANSFER

LODGED BY **EDWARDS THOMPSON**

ADDRESS

**LEVEL 31, QV1 BUILDING
250 ST. GEORGES TERRACE
PERTH W.A. 6000**

PHONE

FAX No. **(08) 9321 2722**

REFERENCE No. **990642
(08) 9321 2788**

ISSUING BOX No.

PREPARED BY **Edwards Thompson**

285

ADDRESS **QV1 Building, Level 31
250 St Georges Terrace
PERTH WA 6000**

PHONE No. **9321 2722** FAX No. **9321 2788**

INSTRUCT IF ANY DOCUMENTS ARE TO ISSUE TO OTHER THAN LODGING PARTY.



TITLES, LEASES, DECLARATIONS ETC. LODGED HERewith

1. <u>CT 2129-161</u>	Received Items
2. _____	Nos.
3. _____	
4. _____	
5. _____	
6. _____	Receiving Clerk

Registered pursuant to the provisions of the TRANSFER OF LAND ACT 1893 as amended on the day and time shown above and particulars entered in the Register.



RIC

ATTESTATION SHEET

Dated this 14th day of January 2000

TRANSFEROR/S SIGN HERE (Note 7) THE COMMON SEAL of THE MINISTER FOR COMMERCE AND TRADE was hereunto affixed by the Honourable Hendy Cowan the Minister for Commerce and Trade for the time being in the presence of: Hendy Cowan



REQUEST FOR ISSUE / NON-ISSUE (Instruction 4) BY SIGNING THIS PANEL, I / WE THE TRANSFEREE REQUEST THE ISSUE / NON - ISSUE (DELETE AS REQUIRED) OF A DUPLICATE CERTIFICATE(S) OF TITLE FOR THE LAND ABOVE DESCRIBED.

TRANSFEREE/S SIGN HERE (Note 7) THE LODGING PARTY OF THIS DOCUMENT IS AUTHORIZED BY THE ABOVE NAMED TRANSFEREE TO INSTRUCT ISSUING DETAILS FOR THE DUPLICATE CERTIFICATE(S) OF TITLE.

SIGNED by PHILIP JOHN LESCHEN in the presence of: Signature of PHILIP JOHN LESCHEN, Signature of Witness, Name of Witness: Vo Tung An, Occupation: Dental Technician, Address: 107 Nollamara Ave, Nollamara 6061

SIGNED by IRENE ANNIE LESCHEN in the presence of: Signature of IRENE ANNIE LESCHEN, Signature of Witness, Name of Witness: Vo Tung An, Occupation: Dental Technician, Address: 107 Nollamara Ave, Nollamara 6061

SIGNED by BRONWYN GAYE LUKIC in the presence of: Signature of BRONWYN GAYE LUKIC, Signature of Witness, Name of Witness: Vo Tung An, Occupation: Dental Technician, Address: 107 Nollamara Ave, Nollamara 6061

SIGNED by ANDREAS LUKIC in the presence of: Signature of ANDREAS LUKIC, Signature of Witness, Name of Witness: Vo Tung An, Occupation: Dental Technician, Address: 107 Nollamara Ave, Nollamara 6061

THE TRANSFEROR for the consideration herein expressed HEREBY TRANSFERS TO THE TRANSFEREE the estate and interest herein specified in the land above described, subject to the encumbrances as shown hereon. (Instruction 2)

The Transferee hereinbefore described by itself and its successors and assigns hereby covenants with the Transferor as the proprietor of all of the Lots comprised on Portion of Canning Location 3252 and being comprised in Plans 15403,15736,16869 and in Diagrams 70041,70132,71195,73566 and 74187 and in successors in Title to the said Lots to the intent that the covenants hereinafter mentioned shall run with and bind the Land hereinbefore described (hereinafter referred to as "the said Land").

- (a) No construction shall commence on the said Land until building plans, site plans and perspectives have been approved in writing by the Transferor and no materials or substantial variation to such plans and the perspectives shall be made without the further approval of the Transferor.
- (b) No material or substantial alteration or extension to existing improvements shall be made without the prior approval of the Transferor and the submission to the Transferor of building plans and perspectives such alterations and extensions (such approval not to be unreasonably withheld) that no noisy noxious or offensive trade, act business occupation or calling is to be carried on the said Land which may be a nuisance to adjoining owners occupiers or which may lawfully be deemed to be a nuisance by any local or public authority.
- (c) That the Transferee shall not contravene the relevant Health, Noise Abatement and Clean Air Act and any special regulations and any special regulations and by-laws including those required by the Town of Victoria Park Council Pertaining to Technology Park and affecting the said Land.
- (d) That no vehicle shall be permitted to be parked on the said Land other than in accordance with the location or locations specified on the building and site plans referred to in Clause (a) above.
- (e) That the Transferee shall not erect or cause to be erected any signs on the property unless and until the Transferor shall have approved of the same in writing (such approval not to be unreasonably withheld).
- (f) That the Transferee shall not :-
 - i. Subdivide the said Land without the prior written approval of the Transferor;
 - ii. Assign, lease or sub-let the said Land without prior written approval of the Transferor first had and obtained (such approval not to be unreasonably withheld where the proposed use of the said Land by the proposed assignee, lessee, or sub-lessee complies with approved zonings for the said Land)
 - iii. Without the prior written approval of the Transferor after substantially the use to which the said Land is or is to be put as approved by Transferor.
 - iv. Sell or agree to sell or grant any option over the said Land or any part thereof to any person without obtaining from such person a covenant to be bound by the same terms and conditions as are herein provided and on the part of the Transferee to be performed;
 - v. Erect any fencing on any part of the said Land;
 - vi. Lop or remove any trees on the said Land unless such lopping or removal becomes necessary for ensuring safety of persons or property.

The benefit of each of the foregoing covenants shall attach to each of the lots comprised in Plans 15403, 15736, 16869 and Diagrams 70041, 70132, 71195, 73566 and 74187 and the burden of the foregoing covenants shall bind the Transferee and any other registered proprietor or proprietors from time to time of the said land.

Handwritten signature:
 [Signature]
 [Signature]
 [Signature]

2
 see
 1/1/2
 2/1/2

FORM T 2

FORM APPROVED
NO. B2228

WESTERN AUSTRALIA
TRANSFER OF LAND ACT 1893 AS AMENDED

TRANSFER OF LAND

DESCRIPTION OF LAND (Note 1)

DESCRIPTION OF LAND (Note 1)	EXTENT	VOLUME	FOLIO
Lot 4 on Strata Plan 28658	Whole	2129	161

INSTRUMENT DATE 10 JAN-00
 001583784-001 VOLUME 50 *****10,637.50
 GROSS *****315,000
 CHATTE S *****0
 NO DUTY PAYABLE HEREON STAMP ACT 1921
 COMMISSIONER OF STATE REVENUE

ESTATE AND INTEREST (Note 2)

Fee Simple

ENCUMBRANCES (Note 3)

Interests notified on Strata Plan 28658

Caveat G76303. *stop*

TRANSFEROR (Note 4)

Minister for Commerce & Trade

CONSIDERATION (Note 5)

Three Hundred and Fifteen Thousand Dollars (\$315,000.00)

TRANSFeree (Note 6)

Philip John Leschen and Irene Annie Leschen both of 17 Success Crescent, Salter Point as joint tenants of one undivided half share and Bronwyn Gaye Lukic and Andreas Lukic both of 42 Bessell Avenue, Como as joint tenants of one undivided half share, as tenants in common



We enclose our cheque in the sum of \$33.00 representing your requisition fee.

Yours faithfully



Edwards Thompson

Enc.

E:\jlp\corres\990642106.doc

**EDWARDS THOMPSON
Solicitors**

Level 31, QV1 Building
250 St George's Terrace
Perth 6000
Western Australia

Telephone: 61 8 9321 2722
Facsimile: 61 8 9321 2788
E-Mail: law@edwardsthompson.com.au



3 February 2000

Our Ref: JLP:ejp:990642
Writer: John Prevost

All correspondence to:
PO Box 7785, Perth
Cloisters Square, WA 6850

The Registrar of Titles
Department of Land Administration
PO Box 2222
MIDLAND WA 6936

Attention: Stopped Document Section

*Documents
H 343744, 745
already used*

Dear Sir

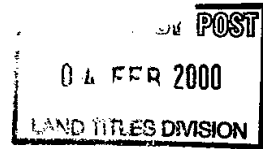
Document No.'s ~~H343742-5~~

343735

We refer to your Requisition Notice dated 31 January 2000.

We are the solicitors for the Transferee.

stop!



We are instructed that the benefit of the restrictive covenants contained in Transfer H343725 attach to all of the lots comprised in Plans 15403, 15736, 16869 and Diagrams 70041, 70132, 71195, 73566 and 74187 and that the burden of the Restrictive Covenants bind the Transferee for the benefit of the Transferor and any other registered proprietors for the time being for each of the lots comprised in Plans 15403, 15736, 16869 and Diagrams 70041, 70132, 71195, 73566 and 74187.

We authorise and request and have authority to authorise and request on behalf of the Transferee that the Registrar of Titles use his authority under the Transfer of Land Act 1893 to amend Transfer H343725 by the addition of the following words to page 2 of the Transfer of Land:

"The benefit of each of the foregoing covenants shall attach to each of the lots comprised in Plans 15403, 15736, 16869 and Diagrams 70041, 70132, 71195, 73566 and 74187 and the burden of the foregoing covenants shall bind the Transferee and any other registered proprietor or proprietor from time to time of the said Land."

t:\jlp\corres\990642106.doc

*1738/486 343735
1738/474 329038
343741
3437*

EDWARDS THOMPSON

Solicitors

Level 31, QV1 Building
250 St George's Terrace
Perth, 6000
Western Australia

Telephone: 61 8 9321 2722
Facsimile: 61 8 9321 2788
E-mail: law@edwardsthompson.com.au

CONFIDENTIAL COMMUNICATION

28 February 2000

All correspondence to:
PO Box 7785, Perth
Cloisters Square, WA 6850

Our Ref: JLP:ejp:990642
Writer: John Prevost

The Registrar of Titles
Department of Land Administration
By facsimile: 9273 7658

Attention: Mr Ian Wakefield
Stopped Document Section

Dear Sir

Document Numbers H343742-5 ⁷²⁴

We refer to our telephone conversation with Mr Wakefield on 25 February 2000.

On behalf on behalf of the Transferor, we confirm that the benefit of the restrictive covenant set out in Transfer H343752 attaches to all of the lots comprised in Plans 15403, 15736, 16869 and Diagrams 70041, 70132, 71195, 73566 and 74187 and that the burden of the restrictive covenant binds the Transferee and any other registered proprietor for the time being of the land comprised in Certificate of Title Volume 2129 Folio 161.

A cheque for your requisition fee (\$33.00) was enclosed with our letter of 3 February 2000. According to our bank records, the cheque was presented for payment on 7 February 2000.

Yours faithfully



Edwards Thompson

9906421.07

Page 1 of 1

** TOTAL PAGE.01 **


INSTRUCTIONS

1. Page 2 of this document may be used:
 - 1.1 If insufficient space in any section hereon; Appropriate headings should be shown. The boxed sections should only contain the words "see page...."
 - 1.2 To set forth Easements created as appurtenant to the land (commencing with the words "together with"). Reservations created encumbering the land (commencing with the words "reserving to") or any Restricted Covenant hereby created. Any Sketch contained thereon must be initialled by all parties.
2. If further space is required Additional Sheet Form B1 should be used with appropriate headings. Additional Sheets shall be numbered consecutively and bound to this document by staples along the left margin prior to execution by the parties.
3. No alteration should be made by erasure. The words rejected should be scored through and those substituted typed or written above them, the alteration being initialled by the persons signing this document and their witnesses.
4. Duplicate Crown Lease or where issued, the Duplicate Certificate of Title is required to be produced or if held by another party then arrangements must be made for its production. **If a Duplicate Certificate of Title is not required to be re-issued, or if a Duplicate Certificate of Title has not been issued previously but is required to issue subsequent to this document, the written request of the Transferee is required by signing this panel.** Written consent of the First Mortgagee is also required if applicable.

NOTES

1. **DESCRIPTION OF LAND**
Lot and Diagram/Plan/Strata/Survey-Strata Plan number or Location name and number to be stated.
Extent—Whole, part or balance of the land comprised in the Certificate of Title to be stated.
The Volume and Folio or Crown Lease number to be stated.
2. **ESTATE AND INTEREST**
State whether Fee Simple, Leasehold or as the case may be in the land being transferred. If share only, specify.
3. **ENCUMBRANCES**
To be identified by nature and number, if none show "nil".
4. **TRANSFEROR**
State full name of the Transferor/Transferors (Registered Proprietor) as shown on the Certificate of Title or Crown Lease.
5. **CONSIDERATION**
To be expressed in words.
6. **TRANSFeree**
State full name of the Transferee/Transferees (PURCHASER) and the address/addresses to which future notices can be sent. If a minor, state date of birth. If two or more state tenancy eg: Joint Tenants, Tenants in Common. If Tenants in Common specify shares.
7. **TRANSFeree'S/TRANSFEROR'S EXECUTION**
Transferees and Transferors must sign their appropriate panel. A separate attestation is required for every person signing this document. Each signature should be separately witnessed by an adult person. The address and occupation of the witness must be stated.

H 400022 T
 24 Mar, 2000 16:07:29 Perth



REG. \$ 136.00

TRANSFER

LODGED BY *Online Searching Services*
Level 5, 16 Irwin St
 ADDRESS *Perth*

PHONE No. *9325 3393*

FAX No. *9325 8094*

REFERENCE No.

ISSUING BOX No. *151*

PREPARED BY *Grant Milner*
Suite 9, 24 St Quentin
 ADDRESS *Avp*
Claremont

PHONE No. *0854 2433* FAX No. *9385 1534*

INSTRUCT IF ANY DOCUMENTS ARE TO ISSUE TO OTHER THAN LODGING PARTY

TITLES, LEASES, DECLARATIONS ETC LODGED HEREWITH

1. 1141574 Received Items
2. _____ Nos.
3. _____
4. _____
5. _____
6. _____ Receiving Clerk *AM*

Registered pursuant to the provisions of the TRANSFER OF LAND ACT 1893 as amended on the day and time shown above and particulars entered in the Register.

EXAMINED

NEI + R.C.

LTH



ATTESTATION SHEET

Dated this 18th day of February 2000

TRANSFEROR/S SIGN HERE (Note 7)

Signed Hendy Cowan
In the presence of

Signed
In the presence of

THE COMMON SEAL of THE MINISTER FOR COMMERCE AND TRADE was hereunto affixed by the aforesaid Minister, for the time being the Honourable Hendy Cowan in the presence of:



[Handwritten signature]

CLASSIFIED PUBLIC SERVANT

REQUEST FOR ISSUE/NON-ISSUE (Instruction 4)

BY SIGNING THIS PANEL, I/WE THE TRANSFEREE REQUEST THE ISSUE/NON-ISSUE (DELETE AS REQUIRED) OF A DUPLICATE CERTIFICATE(S) OF TITLE FOR THE LAND ABOVE DESCRIBED.

Signed

Signed

TRANSFEREE/S SIGN HERE (Note 7)

THE LODGING PARTY OF THIS DOCUMENT IS AUTHORIZED BY THE ABOVE NAMED TRANSFEREE TO INSTRUCT ISSUING DETAILS FOR THE DUPLICATE CERTIFICATE(S) OF TITLE.

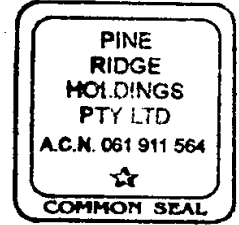
Signed

Signed

In the presence of

In the presence of

THE COMMON SEAL of PINE RIDGE HOLDINGS PTY LIMITED (ACN 061 911 564) was hereunto affixed by the authority of the Board of Directors in the presence of:



[Handwritten signature]
Director

[Handwritten signature]
Director/Secretary

14. BURDEN OF RESTRICTIVE COVENANT

It is intended that the burden of the restrictive covenants in Covenants 2 to 13 inclusive burdens and runs with the Land.

15. BENEFIT OF RESTRICTIVE COVENANT

It is intended that the benefit of the restrictive covenants contained in Covenants 2 to 13 inclusive benefits and runs with all of the lots comprised in portion of Canning Location 3252 and comprised in Plans 15403, 15737, 16869 and Diagrams 70041, 70132, 71195, 73566 and 74187.

*Over as
see letter
RS*

~~Handwritten scribble~~

~~Handwritten scribble~~

Handwritten initials

Handwritten initials

WESTERN AUSTRALIA
TRANSFER OF LAND ACT 1893 AS AMENDED.

ADDITIONAL PAGE TO TRANSFER OF LAND

Dated

6. HEALTH LAWS

There shall be no contravention of the relevant Health, Noise Abatement, and Clean Air Act and Regulations, any special regulations and any by-laws or local laws (including those required by the City of South Perth) pertaining to the Estate and affecting the Land.

7. PARKING

No vehicle shall be permitted to be parked on the Land other than in accordance with the location or locations specified on the building and site plans referred to in Covenant 2 above.

8. SIGNS

No signs shall be erected on the Land without the prior approval of the Transferor (such approval shall not be unreasonably withheld).

9. FENCES

No fences shall be erected on the Land.

10. TREES

No trees on the Land shall be lopped or removed unless such lopping or removal becomes necessary for ensuring the safety of persons or property, save and except for those necessary to accommodate the development of the Land.

11. SUB-DIVISION

The Land shall not be sub-divided without the prior written approval of the Transferor.

12. SALE

The Transferee shall not sell, agree to sell or enter into any option to sell any part of the Land without the prior written approval of the Transferor (such approval not to be unreasonably withheld).

13. OTHER DISPOSAL

The Transferee shall not assign, lease or sub-let the Land without the prior written approval of the Transferor (such approval not to be unreasonably withheld where the proposed use of the Land by the proposed assignee, tenant or sub-tenant complies with approved zonings for the Land).

THE TRANSFEROR for the consideration herein expressed HEREBY TRANSFERS TO THE TRANSFEREE the estate and interest herein specified in the land above described, subject to the encumbrances as shown hereon. (Instruction 2)

RESTRICTIVE COVENANT

The Transferee, on behalf of itself, its successors in title, transferees and assigns of the land, covenants and agrees with the Transferor, the Transferor's successors in title, transferees and assigns of the balance of the lots comprised in portion of Canning Location 3252 and comprised in Plans 15403, 15737, 16869 and Diagrams 70041, 70132, 71195, 73566 and 74187, that:

1. INTERPRETATION

In these restrictive covenants, unless the context otherwise requires:

Covenant means one of these restrictive covenants and **Covenants** shall have a corresponding meaning

Entry Guidelines means the Entry Development Guidelines for Technology Park dated 9 February 1999 as amended from time to time

Land means the land hereby transferred.

2. APPROVAL OF PLANS

No construction shall commence on the Land until building plans, site plans and perspectives have been approved in writing by the Transferor and such approval shall not be unreasonably withheld, and no material or substantive variation to such plans and perspectives shall be made without the further approval of the Transferor.

3. ENTRY GUIDELINES

No construction shall be carried out on the Land or use made of the Land that is inconsistent with the Entry Guidelines.

4. ALTERATIONS AND ADDITIONS



No material or substantial alteration or extension to existing improvements on the Land shall be made without:

(a) the prior approval of the Transferor and such approval shall not be unreasonably withheld; and

(b) the prior approval by the Transferor (not to be unreasonably withheld) of building plans and perspectives for such alterations and extensions.

5. USE

No noisy, noxious or offensive trade, act, business, occupation or calling is to be carried on on the Land which may be a nuisance to adjoining owners or occupiers or which may lawfully be deemed to be a nuisance by any local or public authority.

x 
L 

x 
x

FORM T2

WESTERN AUSTRALIA
TRANSFER OF LAND ACT 1893 AS AMENDED.

TRANSFER OF LAND

DESCRIPTION OF LAND (Note 1)

Lot 21 on Plan 15737

EXTENT	VOLUME	FOLIO
Whole	1764	574

INSTRUMENT DATE 18-JAN-00
 001578354-001 V60 N SD *****10,933.20
 GROSS *****321,500
 CHATTELS *****0
 NO DUTY PAYABLE HEREON STAMP ACT 1920
 COMMISSIONER OF STATE REVENUE

ESTATE AND INTEREST (Note 2)

Fee simple

ENCUMBRANCES (Note 3)

Nil

WESTERN AUSTRALIA STAMP DUTY
 18-FEB-00 001578354-002
 DEE
 VALUE \$ *****0
 SD \$ *****20.00 PEN *****0

TRANSFEROR (Note 4)

THE MINISTER FOR COMMERCE AND TRADE formerly known as THE MINISTER FOR ECONOMIC DEVELOPMENT AND TRADE

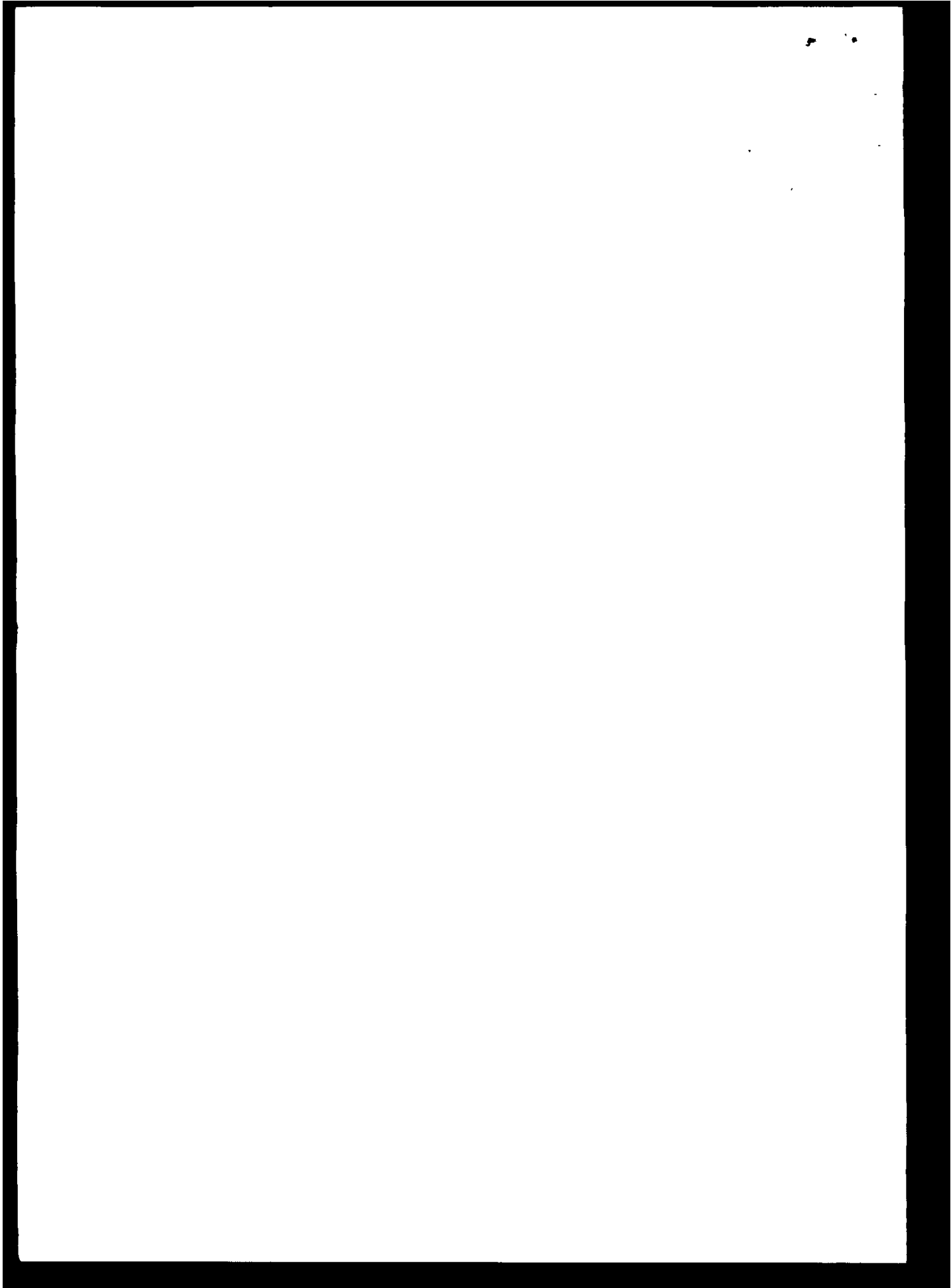
Name Change ok

CONSIDERATION (Note 5)

THREE HUNDRED AND TWENTY ONE THOUSAND FIVE HUNDRED DOLLARS (\$321,500)

TRANSFeree (Note 6)

PINE RIDGE HOLDINGS PTY LIMITED (ACN 061 911 564) of 18 Riley Road, Claremont



Kott Gunning

20 March 2000

Registrar of Titles
Department of Land Administration
PO Box 2222
MIDLAND WA 6936

Our Ref: ACB:COM521/21
AB:198562_1.DOC
Writer: Adele Bayliss
9483 0916
abayliss@kottgunn.com.au
Partner: Anne Hurley
9483 0936
ahurley@kottgunn.com.au

Dear Sir

RESTRICTIVE COVENANTS - PLAN NO. 15737 ("THE PLAN")

We act on behalf of The Minister for Commerce and Trade, the Registered Proprietor of Lot 21 on the Plan.

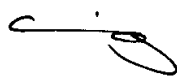
We are instructed to write to you in respect of the Restrictive Covenants included in the Transfer of Lot 21 on the Plan.

In our opinion the Covenants contained in the Transfer are valid in that they:

1. are negative in nature;
2. directly restrict the user of the land;
3. are only relevant to the lot being transferred as the lot will be burdened by the Restrictive Covenants.


The land benefiting from the Restrictive Covenants is the balance of the lots in the Plan.

Yours faithfully
KOTT GUNNING

Kott 

Kott Gunning
LAWYERS

Level 11, Australia Place
15 William Street
PERTH WA 6000
GPO Box 1890, PERTH WA 6842
Ausdoc: DX110, Perth
Telephone: (08) 9321 3755 Facsimile: (08) 9321 3465
Email: kottgunn@highway1.com.au

A MEMBER OF


Adelaide, Colombo, Dubai, Hong Kong,
Jakarta, Kuala Lumpur, Manila,
Melbourne, Mumbai, New Delhi,
Perth, Singapore, Sydney

Kott Gunning is Quality Assured to international standards AS/NZS ISO 9001 and to the Law Society of Western Australia's Quality Practice Standard

GRANT MILNER & ASSOCIATES

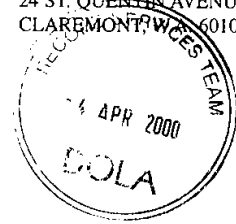
GRANT ANTHONY MILNER, LL. B.
Commissioner For Affidavits

BARRISTERS AND SOLICITORS
TELEPHONE (08) 9384 2433
FAX (08) 9385 1534

SUITE 9, LUCKNOW CENTRE
24 ST. QUENTIN AVENUE,
CLAREMONT, WA 6010

OUR REF: GAM/AC4722

YOUR REF: H400022



31 March 2000

The Registrar of Titles
DOLA
PO Box 2222
MIDLAND WA 6936

FAXED

CONFIRMATION

BY FACSIMILE NO: 9273 7618

Dear Sir

DOCUMENT NO. H400022
OUR CLIENT: PINE RIDGE HOLDINGS PTY LTD

We refer to your Requisition Notice dated 30 March 2000 and **enclose** our cheque for \$33.

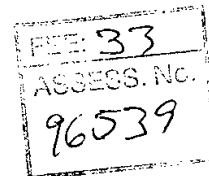
In response to the requisition we **enclose** a letter from the vendor's solicitors Kott Gunning which we trust will suffice. If not, kindly let us know.

Yours faithfully

A handwritten signature in dark ink, appearing to be 'G. Milner', written over a faint circular stamp.

GRANT MILNER & ASSOCIATES

Enc.



1

File Copy Do not Destroy

Stopped Document Disposal Instructions

Fees to be Refunded \$
Form 10 No.
Date
To
Address.....
Parties
Reference
Document numbers
Computer records adjusted WDR/MTF/DPA/BKC
Doc's to be rejected
Docs to be withdrawn
Doc's for Registration ✓
Authorised by RB SJ

Examiner's notes

File Copy Do Not Destroy

Stopped Case **400022**

Original Cs/T:
1764 574

Notice Sent

Action

Examination Instructions

Allocate New C/T

Complete Nom. Index

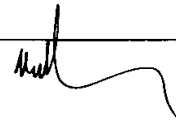
Pass to

Other

Exam Group 2

Examiner: R Bedells

Supervisor: K Hudson





Requisition Notice

Document Nos: H400022
Your Ref: Pine Ridge Holdings Pty Ltd
Date: 30 MAR 2000
Lodging Party
Online Searching Services

Section 192 of the Transfer of Land Act

First and Final

Other Parties Contacted
Grant Milner

REGISTRATION OF THE ABOVE DOCUMENTS CANNOT BE EFFECTED UNTIL ALL REQUISITIONS LISTED BELOW ARE COMPLIED WITH AND FEE PAYABLE IS RECEIVED.
A TIME LIMIT OF 14 DAYS APPLIES FROM THE DATE STATED ABOVE.

- Unless these items are satisfied, the documents will be rejected and one half the registration fee forfeited
- Documents may be withdrawn from registration for which a fee will be retained. The balance of the fees will be refunded.
- Requisitions must be attended to by personal attendance to the Stopped Documents Section, Midland Square or by correspondence.
- Correspondence by representatives of parties to documents **must state** the capacity in which they act and confirm that they are duly authorised to do so. Amendment by letter is at the discretion of the Registrar of Titles.

This Requisition is issued by Examination Group 2, all enquiries are to be directed to Rod Bedells on Telephone (08) 92737631 . Fax (08) 92737618

Doc.No		Req. Fee
022	Restrictive Covenant on Pages 2 & 3 appears to create restrictive covenants which are personal in nature. If this is the case then a solicitors letter must accompany the Transfer. See Pgh 7.160 of Land Titles Registration Practice Manual.	\$33.00

Requisition Sub Total \$
Additional Fee \$
TOTAL FEE Payable \$ 33

Ian Hyde
Registrar of Titles

Land Titles Division
All Enquiries to Rod Bedells Examination Group 2
Telephone (08) 9273 7631 Fax (08) 9273 7618, Postal Address: P O Box 2222, Midland, Western Australia 6936: DX88
Cheques or money orders to be made payable to the Registrar of Titles.

INSTRUCTIONS

1. Page 2 of this document may be used:
 - 1.1 If insufficient space in any section hereon; Appropriate headings should be shown. The boxed sections should only contain the words "see page...."
 - 1.2 To set forth Easements created as appurtenant to the land (commencing with the words "together with"). Reservations created encumbering the land (commencing with the words "reserving to") or any Restricted Covenant hereby created. Any Sketch contained thereon must be initialled by all parties.
2. If further space is required Additional Sheet Form B1 should be used with appropriate headings. Additional Sheets shall be numbered consecutively and bound to this document by staples along the left margin prior to execution by the parties.
3. No alteration should be made by erasure. The words rejected should be scored through and those substituted typed or written above them, the alteration being initialled by the persons signing this document and their witnesses.
4. Duplicate Crown Lease or where issued, the Duplicate Certificate of Title is required to be produced or if held by another party then arrangements must be made for its production. *If a Duplicate Certificate of Title is not required to be re-issued, or if a Duplicate Certificate of Title has not been issued previously but is required to issue subsequent to this document, the written request of the Transferee is required by signing this panel.* Written consent of the First Mortgagee is also required if applicable.

NOTES

1. **DESCRIPTION OF LAND**
 Lot and Diagram/Plan/Strata/Survey-Strata Plan number or Location name and number to be stated.
 Extent-Whole, part or balance of the land comprised in the Certificate of Title to be stated.
 The Volume and Folio or Crown Lease number, to be stated.
2. **ESTATE AND INTEREST**
 State whether Fee Simple, Leasehold or as the case may be in the land being transferred. If share only, specify.
3. **ENCUMBRANCES**
 To be identified by nature and number, if none show "nil".
4. **TRANSFEROR**
 State full name of the Transferor/Transferors (Registered Proprietor) as shown on the Certificate of Title or Crown Lease.
5. **CONSIDERATION**
 To be expressed in words
6. **TRANSFeree**
 State full name of the Transferee/Transferees (PURCHASER) and the address/addresses to which future notices can be sent. If a minor, state date of birth. If two or more state tenancy eg; Joint Tenants, (on the death of a joint tenant, the survivor(s) become(s) the registered proprietor(s) of the deceased's interest by applying to the Registrar of Titles), Tenants in Common, (on the death of a tenant in common, their share is dealt with according to their Will). If Tenants in Common specify shares.
7. **TRANSFeree'S/TRANSFEROR'S EXECUTION**
 Transferees and Transferors must sign their appropriate panel. A separate attestation is required for every person signing this document. Each signature should be separately witnessed by an adult person. The address and occupation of the witness must be stated.

EXAMINED

Handwritten signature/initials

AB:214243_1.DOC

OFFICE USE ONLY

H 488182 T

28 Jun, 2000 15:21:03 Perth



REG. \$ 176.00

TRANSFER

LODGED BY

ADDRESS

ELIZABETH HEISE & ASSOCIATES

PO BOX 397

SUBIACO WA 6904

PHONE No.

PH: 9380 9088

FAX No.

FAX: 9380 9089

REFERENCE No.

ISSUING BOX No. *123*

PREPARED BY

KOTT GUNNING

ADDRESS

15 William Street
PERTH WA 6000

PHONE No. (08) 9321 3755

FAX No. (08) 9321 3465

INSTRUCT IF ANY DOCUMENTS ARE TO ISSUE TO OTHER THAN LODGING PARTY

Blank area with handwritten '1/1'

TITLES, LEASES, DECLARATIONS ETC LODGED HERewith

1.	<u>1764 / 577</u>	Received
2.	_____	Items
3.	_____	Nos.
4.	_____	
5.	_____	Receiving
6.	_____	Clerk

Registered pursuant to the provisions of the TRANSFER OF LAND ACT 1893 as amended on the day and time shown above and particulars entered in the Register.



ATTESTATION SHEET

Dated this 28th day of June 2000 ✓

TRANSFEROR/S SIGN HERE (Note 7)

THE COMMON SEAL of THE)
MINISTER FOR COMMERCE AND)
TRADE was hereunto affixed by THE)
MINISTER FOR COMMERCE AND)
TRADE for the time being the HON)
HENDY COWAN in the presence of)



J. Sedholt

Hendy Cowan

REQUEST FOR ISSUE/NON-ISSUE (instruction 4)

BY SIGNING THIS PANEL, I/WE THE TRANSFEREE REQUEST THE ISSUE/NON-ISSUE (DELETE AS REQUIRED) OF A DUPLICATE CERTIFICATE(S) OF TITLE FOR THE LAND ABOVE DESCRIBED

Signed *Hendy Cowan*

Signed

TRANSFEREE/S SIGN HERE (Note 7)

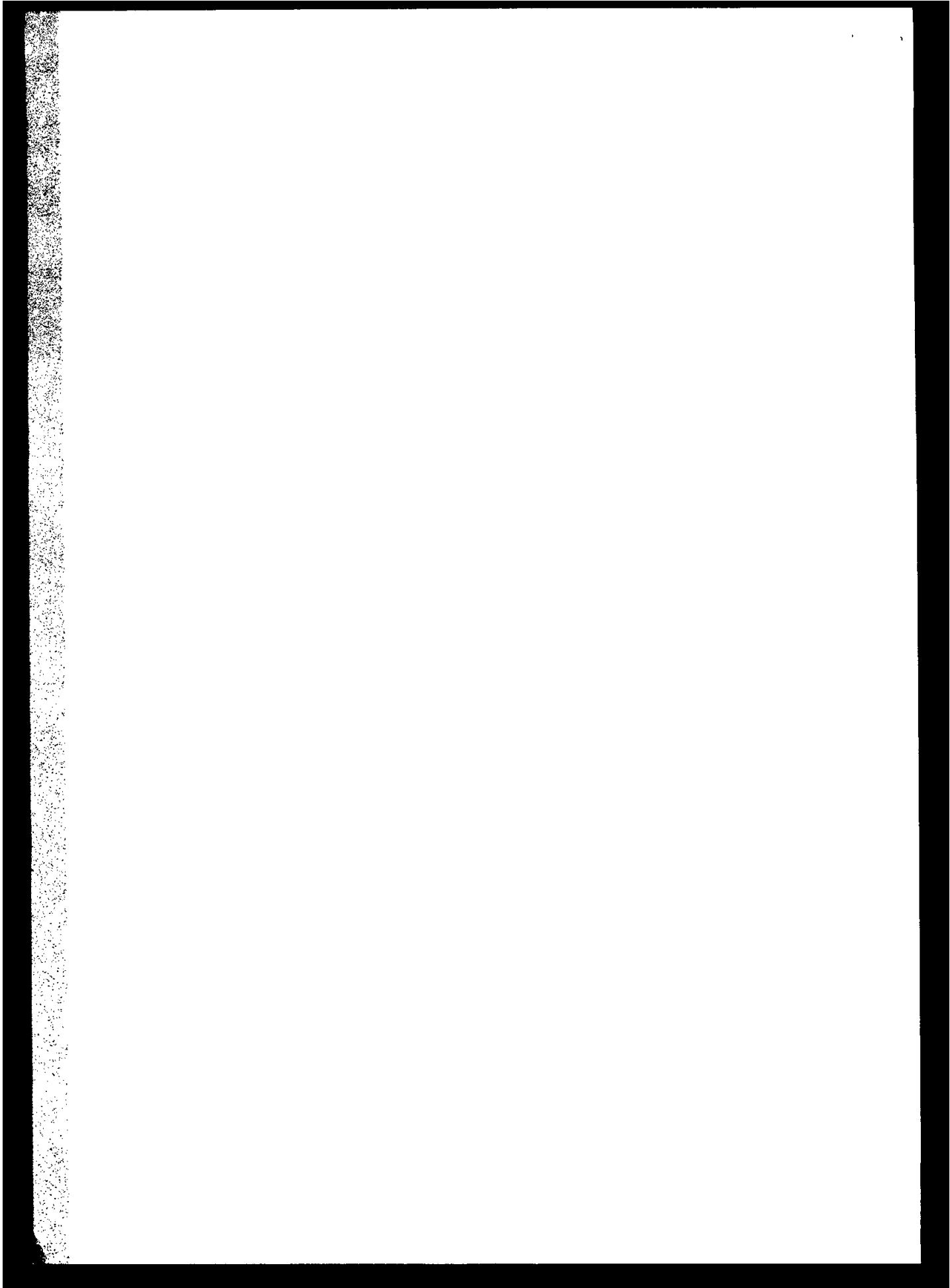
The Common Seal of)
CREGGAN HOLDINGS PTY LTD)
(ACN 009 397 773) was hereunto affixed)
by Authority of the Directors)
in the presence of:)



Director: X *[Signature]*

Director/Secretary: *[Signature]*

THE LODGING PARTY OF THIS DOCUMENT IS AUTHORISED BY THE ABOVE NAMED TRANSFEREE TO INSTRUCT ISSUING DETAILS FOR THE DUPLICATE CERTIFICATE(S) OF TITLE



Kott Gunning

FACSIMILE

TO: DOLA
Attention: Geoff
Fax No: 9273 7678

FROM: Adele Bayliss
Secretary: Sam Hemachandra

Tel No: (08) 9321 3755

Date: 3 July 2000

Our Ref: ACB:COM521/13

Fax No: (08) 9321 3465


No. of pages: 2 (including this page)

TRANSFER OF LAND - LOT 24 ON PLAN 15737 FROM MINISTER FOR COMMERCE & TRADE TO CREGGAN HOLDINGS PTY LTD

We refer to your telephone conversation with the writer and forward our letter regarding the restrictive covenant contained in the abovementioned Transfer of Land.

Thank you for your assistance in this matter.

Yours faithfully
KOTT GUNNING



Kott Gunning, LAWYERS

Level 11, Australia Place
15 William Street
PERTH WA 6000
GPO Box L890, PERTH WA 6842
Ausdoc: DX110, PERTH
Telephone: (08) 9321 3755 Facsimile: (08) 9321 3465
Email: kottgunn@highway1.com.au

A MEMBER OF

ANZLAW
Adelaide, Colombo,
Dubai, Hong Kong, Jakarta,
Kuala Lumpur, Manila,
Melbourne, Mumbai,
New Delhi, Perth,
Singapore, Sydney

This facsimile may contain privileged and/or confidential information intended for the person addressed. If you receive this facsimile and you are not the person addressed, please call our office on (08) 9321-3755 immediately. The sender does not waive any confidentiality or solicitor-client privilege by your inadvertent receipt of this material.

Kott Gunning is Quality Assured to international standards AS/NZS ISO 9001 and to the Law Society of Western Australia's Quality Practice Standard

Kott Gunning

3 July 2000

Registrar of Titles
Department of Land Administration
PO Box 2222
MIDLAND WA 6936

Our Ref: ACB:COM521/13
AB:219641_1.DOC
Writer: Adele Bayliss
9483 0916
abayliss@kottgunn.com.au
Partner: Anne Hurley
9483 0936
ahurley@kottgunn.com.au

Dear Sir

RESTRICTIVE COVENANTS - PLAN NO. 15737 ("THE PLAN")

We act on behalf of The Minister for Commerce and Trade, the Registered Proprietor of Lot 24 on the Plan.

We are instructed to write to you in respect of the Restrictive Covenants included in the Transfer of Lot 24 on the Plan.

In our opinion the Covenants contained in the Transfer are valid in that they:

1. are negative in nature;
2. directly restrict the user of the land;
3. are only relevant to the lot being transferred as the lot will be burdened by the Restrictive Covenants.

The land benefiting from the Restrictive Covenants is the balance of the lots in the Plan.

Yours faithfully
KOTT GUNNING



Kott Gunning
LAWYERS

Level 11, Australia Place
15 William Street
PERTH WA 6000
GPO Box 1890, PERTH WA 6842
Australoc: DX110, Perth
Telephone: (08) 9321 3755 Facsimile: (08) 9321 3465
Email: kottgunn@highway1.com.au

A MEMBER OF



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Jakarta, Kuala Lumpur, Manila,
Melbourne, Mumbai, New Delhi,
Perth, Singapore, Sydney

Kott Gunning is Quality Assured to international standards AS/NZS ISO 9001 and to the Law Society of Western Australia's Quality Practice Protocol

THE TRANSFEROR for the consideration herein expressed HEREBY TRANSFERS TO THE TRANSFEREE the estate and interest herein specified in the land above described, subject to the encumbrances as shown hereon. (Instruction 2)

The Transferee, on behalf of itself, its successors in title, transferees and assigns of the Land, covenants and agrees with the Transferor, the Transferor's successors in title, transferees and assigns of the balance of the lots in the Estate, that:

1. In these covenants, unless the context otherwise requires:
Covenant means one of these restrictive covenants and **Covenants** shall have a corresponding meaning
Entry Guidelines means the Entry Development Guidelines for Technology Park dated 9 February 1999 as amended from time to time
Land means the land hereby transferred
2. No construction shall commence on the Land until building plans, site plans and perspectives have been approved in writing by the Transferor and such approval shall not be unreasonably withheld, and no material or substantive variation to such plans and perspectives shall be made without the further approval of the Transferor.
3. No construction shall be carried out on the Land or use made of the Land that is inconsistent with the Entry Guidelines.
4. * No material or substantial alteration or extension to existing improvements on the Land shall be made without:
 - (a) the prior approval of the Transferor and such approval shall not be unreasonably withheld; and
 - (b) the prior approval by the Transferor (not to be reasonably withheld) of building plans and perspectives for such alterations and extensions.
5. No noisy, noxious or offensive trade, act, business, occupation or calling is to be carried on on the Land which may be a nuisance to adjoining owners or occupiers or which may lawfully be deemed to be a nuisance by any local or public authority.
6. There shall be no contravention of the relevant Health, Noise Abatement, and Clean Air act and regulations, any special regulations and any by-laws or local laws (including those required by the City of South Perth) pertaining to the Estate and affecting the Land.
7. No vehicle shall be permitted to be parked on the Land other than in accordance with the location or locations specified on the building and site plans referred to in Covenant 2 above.
8. No signs shall be erected on the Land without the prior approval of the Transferor (such approval shall not be unreasonably withheld).
9. No fences shall be erected on the Land.
10. No trees on the Land shall be lopped or removed unless such lopping or removal becomes necessary for ensuring the safety of persons or property.
11. The Land shall not be sub-divided without the prior written approval of the Transferor.
12. 7 The Transferee shall not sell, agree to sell or enter into any option to sell any part of the Land without the prior written approval of the Transferor (such approval not to be unreasonably withheld).
13. The Transferee shall not assign, lease or sub-let the Land without the prior written approval of the Transferor (such approval not to be unreasonably withheld where the proposed use of the Land by the proposed assignee, tenant or sub-tenant complies with the approved zonings for the Land).
14. The burden of the restrictive covenants contained in Covenants 2 to 13 inclusive burdens and runs with the Land.
15. The benefit of the restrictive covenants contained in Covenants 2 to 13 inclusive benefits and runs with all of the lots comprised in portion of Canning Location 3252 and comprised in Plans 15403, 15736, 16869 and Diagrams 70041, 70132, 71195, 73566 and 74187.

Carroll M

*Dikson
Dikson*

Dikson

FORM T2 - FORM APPROVAL NUMBER B2024

WESTERN AUSTRALIA
TRANSFER OF LAND ACT 1893 AS AMENDED

TRANSFER OF LAND

DESCRIPTION OF LAND (Note 1)

Lot 24 on Plan 15737 ✓

EXTENT

Whole

VOLUME

1764

FOLIO

577

ESTATE AND INTEREST (Note 2)

Fee simple ✓

ENCUMBRANCES (Note 3)

Nil ✓

TRANSFEROR (Note 4)

THE MINISTER FOR COMMERCE AND TRADE formerly The Minister for Economic
Development & Trade ✓

CONSIDERATION (Note 5)

FIVE HUNDRED AND EIGHTY SIX THOUSAND ONE HUNDRED AND SEVENTY
DOLLARS (\$586,170.00) ✓

TRANSFeree (Note 6)

CREGGAN HOLDINGS PTY LTD (ACN 009 397 773) of 17 Grant Street, Cottesloe ✓

AB:214243_1.DOC

Dated this 27th day of December Year 2002.

TRANSFEROR/S SIGN HERE (Note 7)

Signed

Signed

In the presence of

In the presence of

The Common Seal of The Minister for State Development was hereunto affixed by the aforesaid Minister for the time being the Honourable Clive Morris Brown in the presence of:



Minister: [Signature]

Witness: [Signature]
Merrilyn R. ERCEGOVICH
Executive Officer
57 George Way
Cannington WA 6101

REQUEST FOR ISSUE/NON-ISSUE (Instruction 4)

BY SIGNING THIS PANEL, I/WE THE TRANSFEREE REQUEST THE ISSUE/NON-ISSUE (DELETE AS REQUIRED) OF A DUPLICATE CERTIFICATE(S) OF TITLE FOR THE LAND ABOVE DESCRIBED.

Signed

Signed

TRANSFEREE/S SIGN HERE (Note 7)

THE LODGING PARTY OF THIS DOCUMENT IS AUTHORISED BY THE ABOVE NAMED TRANSFEREE TO INSTRUCT ISSUING DETAILS FOR THE DUPLICATE CERTIFICATE(S) OF TITLE.

Signed

Signed

In the presence of

In the presence of

SEE PAGE 4

TRANSFEREE/S SIGN HERE (Note 7)

The common seal of
CREGGAN HOLDINGS PTY LTD (ACN 009 397 773)
was hereunto affixed by the authority of its board of directors
in the presence of:

Director: [Signature]

Director/Secretary: [Signature]



The common seal of
ARNEL PTY LTD (ACN 008 903 473)
was hereunto affixed by the authority of its board of directors
in the presence of:

Director: [Signature]

Director/Secretary: [Signature]



Signed

Irene Fay Rizi [Signature]

Witness Sign [Signature]

Witness Name in full: RICCARDO RIZZI

Witness Address: 11 GROVE END RIDGE MT CLAREMONT WA 6010

Witness Occupation: CIVIL ENGINEER

Signed

Saliba Sassine [Signature]

Witness Sign [Signature]

Witness Name in full:

Witness Address:

Witness Occupation:

Signed

Jeroen Gerritsen [Signature]

Witness Sign [Signature]

Witness Name in full:

Witness Address:

Witness Occupation:

Signed

Janet Dawn Barry [Signature]

Witness Sign [Signature]

Witness Name in full:

Witness Address:

Witness Occupation:

ADDITIONAL PAGE TO

Dated

TRANSFeree (Note 6)

CREGGAN HOLDINGS PTY LTD (ACN 009 397 773) AS TO THIRTY UNDIVIDED ONE HUNDREDTH SHARES OF 17 GRANT STREET, COTTESLOE, ARNEL PTY LTD (ACN 008 903 473) AS TO TEN UNDIVIDED ONE HUNDREDTH SHARES OF 11 GROVE END RIDGE, MOUNT CLAREMONT, IRENE FAY RIZZI AS TO FORTY UNDIVIDED ONE HUNDREDTH SHARES OF 11 GROVE END RIDGE, MOUNT CLAREMONT, SALIBA SASSINE AS TO TEN UNDIVIDED ONE HUNDREDTH SHARES OF 34 CAMELIA AVENUE, MOUNT CLAREMONT, JEROEN GERRITSEN AS TO FIVE UNDIVIDED ONE HUNDREDTH SHARES AND JANET DAWN BARRY AS TO FIVE UNDIVIDED ONE HUNDREDTH ~~HALF~~ ^{BOTH} SHARES OF 9 CHARLES LANE, MOUNT CLAREMONT ALL AS TENANTS IN COMMON

*by letter
to*

Kott Gunning
LAWYERS

24 January 2003

Registrar of Titles
Department of Land Administration
PO Box 2222
MIDLAND WA 6936

Our Ref: ACB:COM521/52
AB352251_1.DOC
Partner: Anne Hurley
9483 0936
ahurley@kottgunn.com.au

Dear Sir

RESTRICTIVE COVENANTS - PLAN NO. 34132 ("THE PLAN")

We act on behalf of The Minister for Commerce and Trade, the Registered Proprietor of Lot 74 on the Plan.

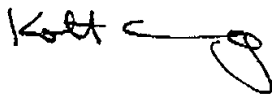
We are instructed to write to you in respect of the Restrictive Covenants included in the Transfer of Lot 74 on the Plan.

In our opinion the Covenants contained in the Transfer are valid in that they:

1. are negative in nature;
2. directly restrict the user of the land;
3. are only relevant to the lot being transferred as the lot will be burdened by the Restrictive Covenants.

The land benefiting from the Restrictive Covenants is all of the lots comprised in Plans 15403, 15736, 16869 and Diagrams 70041, 70132, 71195, 73566 and 74187.

Yours faithfully
KOTT GUNNING



Kott Gunning
LAWYERS

Level 11, Australia Place
15 William Street
PERTH WA 6000
GPO Box L690, PERTH WA 6642
Ausdoc: DX110, Perth
Telephone: (08) 9321 3755 Facsimile: (08) 9321 3465
Email: partners@kottgunn.com.au Website: www.kottgunn.com.au

A MEMBER OF



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Kott Gunning is Quality Assured to international standards AS/NZS ISO 9001 and to the Law Society of Western Australia's Quality Practice Standard

THE TRANSFEROR for the consideration herein expressed HEREBY TRANSFERS TO THE TRANSFEREE the estate and interest herein specified in the land above described, subject to the encumbrances as shown hereon. (Instruction 2)

The Transferee hereinbefore described by itself and its successors and assigns hereby covenants with the Transferor as the proprietor of all of the Lots comprised on Portion of Canning Location 3252 and being comprised in Plans 15403, 15736, 16869 and in Diagrams 70041, 70132, 71195, 73566, and 74187, and the successors in Title to the said Lots to the intent that the covenants hereinafter mentioned shall run with and bind the land hereinbefore described (hereinafter referred to as "the said Land").

- a) No construction shall commence on the said land until building plans, site plans and perspectives have been approved in writing by the Transferor and no materials or substantial variation to such plans and the perspectives shall be made without the further approval of the Transferor.
- b) No material or substantial alteration or extension to existing improvements shall be made without the prior approval of the Transferor and the submission to the Transferor of building plans and perspectives for such alterations and extensions (such approval not to be unreasonably withheld) that no noisy noxious or offensive trade, act, business occupation or calling is to be carried on on the said land which may be a nuisance to adjoining owners pr occupiers or which may lawfully be deemed to be a nuisance by any local or public authority.
- c) That the Transferee shall not contravene the relevant Health, Noise Abatement and Clean Air Act and Regulations and any special regulations and by-laws including those required by the Town of Victoria Park Council pertaining to Technology Park and affecting the said land.
- d) That no vehicle shall be permitted to be parked on the said land other than in accordance with the location or locations specified on the building and site plans referred to in Clause (a) above.
- e) That the Transferee shall not erect or cause to be erected any signs on the property unless and until the Transferor shall have approved of the same in writing (such approval not to be unreasonably withheld).
- f) That the Transferee shall not:-
 - i. Subdivide the said land without the prior written approval of the Transferor;
 - ii. Assign, lease or sub-let the said land without the prior written approval of the Transferor first had and obtained (such approval not to be unreasonably withheld where the proposed use of the said land by the proposed assignee, lessee, or sub-lessee complies with approved zonings for the said land);
 - iii. Without the prior written approval of the Transferor after substantially the use to which the said land is or is to be put as approved by the Transferor;
 - iv. Sell or agree to sell or grant any option over the said land or any part thereof to any person without obtaining from such person a covenant to be bound by the same terms and conditions as are herein provided and on the part of the Transferee to be performed;
 - v. Erect any fencing on any part of the said land;
 - vi. Lop or remove any trees on the said land unless such lopping or removal becomes necessary for ensuring safety of persons or property.

for benefit see letter from Koff Gunning dated 24 Jan 2003 Consent RS

[Handwritten signatures]

[Handwritten signatures]



WESTERN AUSTRALIA
TRANSFER OF LAND ACT 1893 AS AMENDED.

TRANSFER OF LAND

DESCRIPTION OF LAND (Note 1)	EXTENT	VOLUME	FOLIO	
LOT 74 ON DEPOSITED PLAN 34132	WHOLE	2529	97	✓

ESTATE AND INTEREST (Note 2)	FEE SIMPLE			✓
------------------------------	------------	--	--	---

LIMITATIONS, INTERESTS, ENCUMBRANCES and NOTIFICATIONS (Note 3)				✓
G856495 EASEMENT BURDEN SEE SKETCH ON DEPOSITED PLAN 34132				✓

TRANSFEROR (Note 4)				✓
MINISTER FOR STATE DEVELOPMENT				✓

CONSIDERATION (Note 5)				✓
ONE MILLION THREE HUNDRED THOUSAND DOLLARS				✓

TRANSFeree (Note 6)				✓
SEE PAGE 3				✓

AN INDEPENDENT SETTLEMENT
AND CONVEYANCING AGENCY
SUITE D1/118 RAILWAY PARADE
(CNR COLIN PLACE)
WEST PERTH WA 6005
TELEPHONE 9485 0666
FACSIMILE 9485 0677
LICENSEE: ELIZABETH REISS AS
TRUSTEE FOR LIZ REISS FAMILY TRUST

LR:220033

29th January 2003

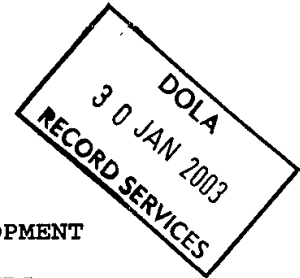
The Manager
DOLA
PO Box 2222
MIDLAND WA 6936

URGENT ATTENTION; LEANNE BEGG

Dear Sir/Madam

"URGENT"

RE: TRANSFEROR: MINISTER FOR STATE DEVELOPMENT
TO
TRANSFeree: CREGGAN HLDS P/L and OTHERS
REQUISITION NOTICE DOC # I339959



I Elizabeth June Reiss am the Settlement Agent for the Transferee.

I have the authority to authorise the following amendment as per the above requisition to show the Transferee panel to show:

JANET DAWN BARRY AS TO FIVE UNDIVIDED ONE HUNDREDTH SHARES

Also attached is letter from Kott Gunning Lawyers clarify which lots receive a benefit/burden from the creation of the Restrictive Covenant.

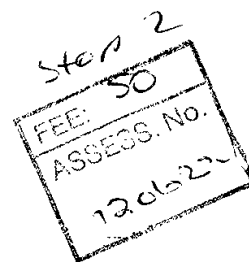
Kindly process the dealing for registration.

Should you have any queries please do not hesitate to contact the undersigned.

Kind regards
ELIZABETH REISS & ASSOCIATES

A handwritten signature in black ink, appearing to be "Liz Reiss".

Liz Reiss



CH \$50-00

Elizabeth Reiss & Associates



Requisition Notice

Document Nos: I339959

Section 192 of the Transfer of Land Act

Your Ref: Minister for State Development to Creggan Holdings Pty Ltd et al

First and Final

Our Ref: Leanne Begg Ph: 9273 7629 Fax: 9273 7678

Date: 16 January 2003

Lodging Party:

ELIZABETH REISS & ASSOCIATES

Other Parties Contacted:

Registration of the above documents cannot be effected until all requisitions listed below are complied with and the fee payable is received.
A time limit of 14 days applies from the date stated above.

Requisitions

Doc. No	Description	Req. Fee
I339959	The restrictive covenant being created in Transfer I339959 does not clearly identify the land the subject of the benefit of the restrictive covenant. It appears that the word "half" has been wrongly included in the Transferee Panel. Janet Dawn Barry has been stated to have five undivided one hundredth half shares instead of 5 undivided one hundredth shares.	50.00
	Requisition Sub Total \$	50.00
	Additional Fee \$	0.00
	TOTAL FEE Payable \$	50.00

Ian Hyde

Registrar of Titles

Requisitions may be attended to by ;

1. fax direct to the Examiner referred to above.
2. personal attendance DOLA, Midland Square. (all documents held at Midland Office)
3. the lodging of evidence at DOLA's Perth Branch Office, Mt Newman House, 200 St. Georges Terrace, Perth or Bunbury Regional Office 61 Victoria St, Bunbury (note: no advice/discussions re: requisitions)
4. Post to P O Box 2222, Midland WA 6936 or DX95

Correspondence by representatives of parties to documents **must state** the capacity in which they act and confirm that they are duly authorised to do so. Amendment by letter is at the discretion of the Registrar of Titles.

Unless these requisitions are complied with, the documents will be rejected. Upon notification of such rejection half the registration fees paid are forfeitable. Documents may be withdrawn from registration, for which a withdrawal fee of \$37.50 per document is payable. Registration fees returnable in full or in part will be set-off against requisition and withdrawal fees.

See payment options on page 2.

AN INDEPENDENT SETTLEMENT
AND CONVEYANCING AGENCY
SUITE D1/118 RAILWAY PARADE
(CNR COLIN PLACE)
WEST PERTH WA 6005
TELEPHONE 9485 0666
FACSIMILE 9485 0677
LICENSEE: ELIZABETH REISS AS
TRUSTEE FOR LIZ REISS FAMILY TRUST

LR:220033

31st January 2003

DOLA

ATT: LEANNE

FAX: 9273 7678

Dear Madam

RE: DEALING #I339959

Please insert the address for one of the Transferees
Jeroen Gerritsen of 9 Charles Lane, Mt Claremont.

Should you have any queries please do not hesitate to contact the
undersigned.

Kind regards
ELIZABETH REISS & ASSOCIATES


Liz Reiss

Elizabeth Reiss & Associates

INSTRUCTIONS

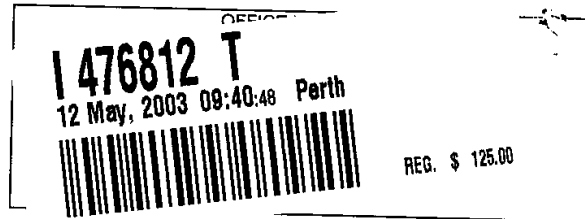
1. Page 2 of this document may be used:
- 1.1 If insufficient space in any section hereon; Appropriate headings should be shown. The boxed sections should only contain the words "see page..."
- 1.2 To set forth Easements created as appurtenant to the land (commencing with the words "together with"). Reservations created encumbering the land (commencing with the words "reserving to") or any Restrictive Covenant hereby created. Any Sketch contained thereon must be initialed by all parties.
2. If further space is required Additional Sheet form B1 should be used with appropriate headings. Additional Sheets shall be numbered consecutively and bound to this document by staples along the left margin prior to execution by the parties.
3. No alteration should be made by erasure. The words rejected should be scored through and those substituted typed or written above them, the alteration being initialed by the persons signing this document and their witnesses.
4. Duplicate Crown Lease or where issued, the Duplicate Certificate of Title is required to be produced or if held by another party then arrangements must be made for its production. ***If a Duplicate Certificate of Title is not required to be re-issued, or if a Duplicate Certificate of Title has not been issued previously but is required to issue subsequent to this document, the written request of the Transferee is required by signing this panel.*** Written consent of the First Mortgagee is also required if applicable.

NOTES

1. **DESCRIPTION OF LAND**
Lot and Diagram/Plan/Strata/Survey-Strata Plan number or Location name and number to be stated. Extent - Whole, part or balance of the land comprised in the Certificate of Title to be stated. The Volume and Folio or Crown Lease number, to be stated.
2. **ESTATE AND INTEREST**
State whether Fee Simple, Leasehold or as the case may be in the land being transferred. If share only, specify.
3. **LIMITATIONS, INTERESTS, ENCUMBRANCES and NOTIFICATIONS**
In this panel show (subject to the next paragraph) those Limitations, interests, encumbrances and notifications affecting the land being transferred that are recorded on the certificate(s) of title:
 - (a) In the Second Schedule; or
 - (b) If no Second Schedule, that are encumbrances; (unless to be removed by action or document before registration hereof). Do not show any:
 - (a) Easement Benefits or Restrictive/Covenant Benefits; or
 - (b) Subsidiary interests or changes affecting a limitation, etc, that is to be entered in the panel (eg, if a lease is shown, do not show any sub-lease or any document affecting either).
 The documents shown are to be identified by nature and number. The plan/diagram encumbrances shown are to be identified by nature and plan/diagram number. Strata/survey-strata plan encumbrances are to be described as "interests on strata/survey-strata plan". If none show "nil".
4. **TRANSFEROR**
State full name of the Transferor/Transferors (Registered Proprietor) as shown on the Certificate of Title or Crown Lease.
5. **CONSIDERATION**
If a sum of money only, to be expressed in figures and in every other case to be concisely stated in words.
6. **TRANSFeree**
State full name of the Transferee/Transferees (Purchaser) and the address/addresses to which future notices can be sent. If a minor, state date of birth. If two or more state tenancy eg:
 - Joint Tenants, ***(on the death of a joint tenant, the survivor(s) become(s) the registered proprietor(s) of the deceased's interest by applying to the Registrar of Titles)***
 - Tenants in Common, ***(on the death of a tenant in common, their share is dealt with according to their Will)***. If Tenants in Common specify shares.
7. **TRANSFeree'S TRANSFEROR'S EXECUTION**
Transferee's and Transferor's must sign their appropriate panel. A separate attestation is required for every person signing this document. Each signature should be separately witnessed by an adult person. The address and occupation of the witness must be stated.

EXAMINED

Neil



TRANSFER

LODGED BY
ADDRESS
Lodged by COMMONWEALTH BANK OF AUSTRALIA
Address: Level 2, Quadrant Building, 1 Williams St, PERTH WA
Phone No: 08 6266 4067
FAX No. 08 9422 2190 **BOX 54Y**

FAX No

REFERENCE No.

ISSUING BOX No.

PREPARED BY Williams & Hughes

ADDRESS First Floor
25 Richardson Street
West Perth WA 6005

PHONE No. (08) 9481 2040 **FAX No.** (08) 9481 2041

INSTRUCT IF ANY DOCUMENTS ARE TO ISSUE TO OTHER THAN LODGING PARTY.

TITLES, LEASES, DECLARATIONS ETC. LODGED HERewith

1.	<u>CT 2532/942</u>	Received Items
2.	<u>Letter RE COVENANT</u>	Nos.
3.	<u>Letter - amending BANK</u>	
4.		
5.		
6.		

Receiving Clerk *N*

Registered pursuant to the provisions of the TRANSFER OF LAND ACT 1893 as amended on the day and time shown above and particulars entered in the Register.



ATTESTATION SHEET

Dated this 12 day of FEBRUARY Year 2003

TRANSFEROR/S SIGN HERE (Note 7)

The Common Seal of The Minister for State Development was hereunto affixed by the aforesaid Minister, for the time being the Honourable Clive Morris Brown in the presence of:



Minister: [Signature]

Witness: [Signature]

REQUEST FOR ISSUE / NON-ISSUE (Instruction 4)

BY SIGNING THIS PANEL, I / WE THE TRANSFEREE REQUEST THE ISSUE / ~~NON-ISSUE~~ (DELETE AS REQUIRED) OF A DUPLICATE CERTIFICATE(S) OF TITLE FOR THE LAND ABOVE DESCRIBED.

Signed Signed

TRANSFEREE/S SIGN HERE (Note 7)

THE LODGING PARTY OF THIS DOCUMENT IS AUTHORISED BY THE ABOVE NAMED TRANSFEREE TO INSTRUCT ISSUING DETAILS FOR THE DUPLICATE CERTIFICATE(S) OF TITLE.

Signed: G M SUESS

[Signature]

In the presence of:

Witness Name :

Witness address :

D.S. McDONALD SOLICITOR

Witness occupation :

25 RICHARDSON STREET WEST PERTH W.A. 6005

Kott Gunning
LAWYERS

18 March 2003

Registrar of Titles
Department of Land Administration
PO Box 2222
MIDLAND WA 6936

Our Ref: ACB:COM521/58
AB:359602_1.DOC
Partner: Anne Hurley
9483 0936
ahurley@kottgunn.com.au

Dear Sir

RESTRICTIVE COVENANTS - PLAN NO. 30187 ("THE PLAN")

We act on behalf of The Minister for Commerce and Trade, the Registered Proprietor of Lot 72 on the Plan.

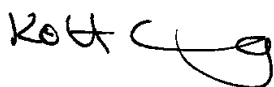
We are instructed to write to you in respect of the Restrictive Covenants included in the Transfer of Lot 72 on the Plan.

In our opinion the Covenants contained in the Transfer are valid in that they:

1. are negative in nature;
2. directly restrict the user of the land;
3. are only relevant to the lot being transferred as the lot will be burdened by the Restrictive Covenants.

The land benefiting from the Restrictive Covenants is all of the lots comprised in Plans 15403, 15736, 16869 and Diagrams 70041, 70132, 71195, 73566 and 74187.

Yours faithfully
KOTT GUNNING



Kott Gunning
LAWYERS

Level 11, Australia Place
15 William Street
PERTH WA 6000
GPO Box L890, PERTH WA 6842
Ausdoc: DX110, Perth
Telephone: (08) 9321 3755 Facsimile: (08) 9321 3465
Email: partners@kottgunn.com.au Website: www.kottgunn.com.au

A MEMBER OF

advocasia

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Hong Kong, Jakarta, Kuala Lumpur,
Manila, Melbourne, New Delhi,
Perth, Singapore, Sydney

Kott Gunning is Quality Assured to international standards AS/NZS ISO 9001 and to the Law Society of Western Australia's Quality Practice Standard

THE TRANSFEROR for the consideration herein expressed HEREBY TRANSFERS TO THE TRANSFEREE the estate and interest herein specified in the land above described, subject to the encumbrances as shown hereon. (Instruction 2)

RESTRICTIVE COVENANTS

The Transferee hereinbefore described by itself and its successors and assigns hereby covenants with the Transferor as the proprietor of all of the Lots comprised on Portion of Canning Location 3252 and being comprised in Plans 15403, 15736, 16869 and in Diagrams 70041, 70132, 71195, 73566 and 74187, and the successors in Title to the said Lots to the intent that the covenants hereinafter mentioned shall run with and bind the land hereinbefore described (hereinafter referred to as "the said Land").

- (a) No construction shall commence on the said land until building plans, site plans and perspectives have been approved in writing by the Transferor and no materials or substantial variation to such plans and the perspectives shall be made without the further approval of the Transferor..
- (b) That the Transferee shall not contravene the relevant Heath, Noise Abatement and Clean Air Act and Regulations and any special regulations and by-laws including those required by the Town of Victoria Park Council pertaining to Technology Park and affecting the said land.
- (c) That no vehicle shall be permitted to be parked on the said land other than in accordance with the location or locations specified on the building and site plans referred to in Clause (a) above.
- (d) That the Transferee shall not erect or cause to be erected any signs on the property unless and until the Transferor shall have approved of the same in writing (such approval not to be unreasonably withheld).
- (e) That the Transferee shall not:
 - (i) Assign, lease or sub-let the said land without the prior written approval of the Transferor first had and obtained (such approval not to be unreasonably withheld where the proposed use of the said land by the proposed assignee, lessee, or sub-lessee complies with approved zonings for the said land);
 - (ii) Without the prior written approval of the Transferor alter substantially the use to which the said land is or is to be put as approved by the Transferor;
 - (iii) Sell or agree to sell or grant any option over the said land or any part thereof to any person without obtaining from such person a covenant to be bound by the same terms and conditions as are herein provided and on the part of the Transferee to be performed;
 - (iv) Erect any fencing on any part of the said land;
 - (v) Lop or remove any trees on the said land unless such lopping or removal becomes necessary for ensuring safety of persons or property.

Assist. Registrar of Titles See 2/15

THE LAND BENEFITING FROM THE RESTRICTIVE COVENANTS IS ALL OF THE LOTS COMPRISED IN PLANS 15403, 15736, 16869 AND DIAGRAMS 70041, 70132, 71195, 73566 AND 74187.

Covenant

FORM T 2

FORM APPROVED
NO. B2914

WESTERN AUSTRALIA
TRANSFER OF LAND ACT 1893 AS AMENDED

TRANSFER OF LAND

DESCRIPTION OF LAND (Note 1)

Lot 72 on Deposited Plan 30187

EXTENT

Whole

VOLUME

2532

FOLIO

942

604 05 012 076 001
INSTRUMENT DATE 10-03-03
INSTRUMENT NO 001 480 0 00 001-041-00
GROSS SALES PRICE \$217,300
STATED BY *****
NO DUTY PAYABLE PERIOD 01-01-03
CONVEYED BY STATE

ESTATE AND INTEREST (Note 2)

Fee Simple

LIMITATIONS, INTERESTS, ENCUMBRANCES and NOTIFICATIONS (Note 3)

Easement burden created under Section 27A of T.P & D. Act as shown on Deposited Plan 30187

604 05 012 076 001
SECTION 27A T.P & D. ACT
DET. 10/02/03 10.00 01000000-001
FEE \$ *****
NO 5 YEARS TO PUA 01-01-03

TRANSFEROR (Note 4)

THE MINISTER FOR STATE DEVELOPMENT

CONSIDERATION (Note 5)

\$217,300.00

TRANSFeree (Note 6)

GABRIELLE MARIA SUESS of 141 West Coast Drive, North Beach
GABRIELE

See
Ex
&



61 8 9481 2041

Williams & Hughes
Barristers and Solicitors

DAVID WILLIAMS
DAVID STONE
GEORGINA PITT
DAVID KILPATRICK
DIGBY ROBINSON

Senior Associate
DAVID McDONALD
TULLY CARMADY

1st Floor,
25 Richardson Street, West Perth,
Western Australia 6005
Telephone: (08) 9481 2040
Facsimile: (08) 9481 2041
Email: office@willhu.com.au

Our Ref: JB:rw:15359

Your Ref:

FACSIMILE TRANSMISSION

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9 May 2003

FROM: JUANITA BROWN

FAX NO: (08) 9481 2041

TO: NEVILLE

FAX NO: (08) 9273 7678

OF: DOLA

NO OF PAGES (INCLUDING THIS COVER SHEET): 1

Dear Sir


Transfer - Lot 72 Parker Place, Bentley
The Minister for State Development to Gabriele Maria Suess

I, Juanita Brown am the solicitor for the Transferee named in the above transfer. I authorise and request and I have the authority to authorise and request on behalf of my client that you amend the transfer by changing the following;

Amending the name of Gabrielle Maria Suess to Gabriele Maria Suess

If you have any queries, do not hesitate to contact me.

Yours sincerely



JUANITA BROWN

1222562201.WPD

NO. 9419 P. 2/6

PREMIUM BANKING 08 92111799

9 MAY 2003 10:11

PREMIUM BANKING

INSTRUCTIONS

- 1. Page 2 of this document may be used:
1.1 If insufficient space in any section hereon:
Appropriate headings should be shown.
The boxed sections should only contain the words "see page...."
1.2 To set forth Easements created as appurtenant to the land
(commencing with the words "together with"). Reservations
created encumbering the land (commencing with the words
"reserving to") or any Restrictive Covenant hereby created.
Any Sketch contained thereon must be initialled by all parties.
2. If further space is required Additional Sheet Form B1 should be
used with appropriate headings. Additional Sheets shall be
numbered consecutively and bound to this document by staples
along the left margin prior to execution by the parties.
3. No alteration should be made by erasure. The words rejected should
be scored through and those substituted typed or written above
them, the alteration being initialled by the persons signing this
document and their witnesses.
4. Duplicate Crown Lease or where issued, the Duplicate Certificate
of Title is required to be produced or if held by another party then
arrangements must be made for its production. If a Duplicate
Certificate of Title is not required to be re-issued, or if a
Duplicate Certificate of Title has not been issued previously
but is required to issue subsequent to this document, the
written request of the Transferee is required by signing this
panel. Written consent of the First Mortgagee is also required if
applicable.

NOTES

- 1. DESCRIPTION OF LAND
Lot and Diagram/Plan/Strata/Survey-Strata Plan number or
Location name and number to be stated.
Extent-Whole, part or balance of the land comprised in the
Certificate of Title to be stated.
The Volume and Folio or Crown Lease number to be stated.
2. ESTATE AND INTEREST
State whether Fee Simple, Leasehold or as the case may be in the
land being transferred. If share only, specify.
3. LIMITATIONS, INTERESTS, ENCUMBRANCES AND
NOTIFICATIONS
In this panel show (subject to the next paragraph) those limitations,
interests, encumbrances and notifications affecting the land being
transferred that are recorded on the certificate(s) of title:
a) In the Second Schedule;
b) If no Second Schedule, that are encumbrances.
(Unless to be removed by action or document before registration
hereof)
Do not show any:
(a) Easement Benefits or Restrictive/Covenant Benefits; or
(b) Subsidiary interests or changes affecting a limitation, etc, that is
to be entered in the panel (eg, if a lease is shown, do not show
any sub-lease or any document affecting either).
The documents shown are to be identified by nature and number.
The plan/diagram encumbrances shown are to be identified by nature
and relevant plan/diagram. Strata/survey-strata plan encumbrances
are to be described as "Interests on strata/survey-strata plan".
If none show "nil".
4. TRANSFEROR
State full name of the Transferor/Transferors (Registered Proprietor) as
shown on the Certificate of Title or Crown Lease.
5. CONSIDERATION
If a sum of money only, to be expressed in figures and in every
other case to be concisely stated in words.
6. TRANSFeree
State full name of the Transferee/Transferees (PURCHASER) and
the address/addresses to which future notices can be sent. If a minor,
state date of birth.
If two or more state tenancy eg:
• Joint Tenants, (on the death of a joint tenant, the survivor(s)
become(s) the registered proprietor(s) of the deceased's
interest by applying to the Registrar of Titles),
• Tenants in Common, (on the death of a tenant in common,
their share is dealt with according to their will).
If Tenants in Common specify shares.
7. TRANSFeree'S/TRANSFEROR'S EXECUTION
Transferees and Transferors must sign their appropriate panel. A
separate attestation is required for every person signing this
document. Each signature should be separately witnessed by an adult
person. The address and occupation of the witness must be stated.

EXAMINED

I 650482 T

06 Oct, 2003 08:42:30 Perth



REG. \$ 137.00

TRANSFER

LODGED BY

ADDRESS

NATIONAL AUSTRALIA BANK LIMITED
ABN 12 004 044 937
W.A. Securities Services
5/81 ST GEORGES TERRACE
PERTH W.A. 6000
TEL: 9212 7900
ISSUING BOX No.126A

PHONE No.

FAX No.

REFERENCE No.

ISSUING BOX No. 126A

PREPARED BY Professional Settlement Services

4c Centro Avenue, Subiaco WA 6008

Box 873 Subiaco WA 6904

Tel: 9388 3700 Fax: 9388-3722

PHONE No. 9388 3700

FAX No.

INSTRUCT IF ANY DOCUMENTS ARE TO ISSUE TO OTHER THAN
LODGING PARTY

TITLES, LEASES, DECLARATIONS ETC LODGED HEREWITH

- 1. Letter Received Items
2. CIT 2094-484 Nos. 3
3. Cont of Sale
4.
5.
6. Receiving Clerk

Registered pursuant to the provisions of the TRANSFER OF LAND
ACT 1893 as amended on the day and time shown above and particulars
entered in the Register.

P



ATTESTATION SHEET

Dated this 18th day of August Year 2003

TRANSFEROR/S SIGN HERE (Note 7)

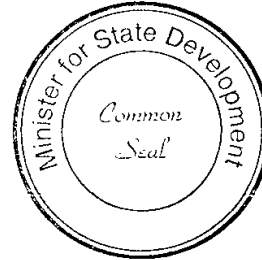
Signed

Signed

In the presence of

In the presence of

THE COMMON SEAL of THE MINISTER FOR STATE DEVELOPMENT was hereunto affixed by the aforesaid Minister for the time being the Honourable Clive Morris Brown in the presence of)



Minister: [Signature] 11/9/03

Witness: [Signature]
Name: Marilyn R. Gregorich
Address: 57 George Way, Perth, Western Australia
Occupation: Executive office

REQUEST FOR ISSUE/NON-ISSUE (Instruction 4)

BY SIGNING THIS PANEL, I/WE THE TRANSFEREE REQUEST THE ISSUE/NON-ISSUE (DELETE AS REQUIRED) OF A DUPLICATE CERTIFICATE(S) OF TITLE FOR THE LAND ABOVE DESCRIBED.

Signed

Signed

TRANSFEREE/S SIGN HERE (Note 7)

THE LODGING PARTY OF THIS DOCUMENT IS AUTHORISED BY THE ABOVE NAMED TRANSFEREE TO INSTRUCT ISSUING DETAILS FOR THE DUPLICATE CERTIFICATE(S) OF TITLE.

Signed

Signed

In the presence of

In the presence of

Executed by Teamcorp Pty Ltd ACN 009 389 333

Signature of Director Glenn Arthur Tucker Sole Director and Secretary

[Handwritten signature]

15. The benefit of the restrictive covenants contained in Covenants 2 to 13 inclusive benefits and runs with all of the lots comprised in portion of Canning Location 3252 and comprised in Plans 15403, 15736, 16869 and Diagrams 70041, 70132, 71195, 73566 and 74187.

Current n

WESTERN AUSTRALIA
TRANSFER OF LAND ACT 1893 AS AMENDED.

ADDITIONAL PAGE TO

The Transferee, on behalf of itself, its successors in title, transferees and assigns of the Land, covenants and agrees with the Transferor, the Transferor's successors in title, transferees and assigns of the balance of the lots in the Estate, that:

1. In these covenants, unless the context otherwise requires:
Covenant means one of these restrictive covenants and **Covenants** shall have a corresponding meaning
Entry Guidelines means the Entry Development Guidelines for Technology Park dated 9 February 1999 as amended from time to time
Land means the land hereby transferred
2. No construction shall commence on the Land until building plans, site plans and perspectives have been approved in writing by the Transferor and such approval shall not be unreasonably withheld, and no material or substantive variation to such plans and perspectives shall be made without the further approval of the Transferor.
3. No construction shall be carried out on the Land or use made of the Land that is inconsistent with the Entry Guidelines.
4. No material or substantial alteration or extension to existing improvements on the Land shall be made without:
 - (a) the prior approval of the Transferor and such approval shall not be unreasonably withheld; and
 - (b) the prior approval by the Transferor (not to be reasonably withheld) of building plans and perspectives for such alterations and extensions.
5. No noisy, noxious or offensive trade, act, business, occupation or calling is to be carried on on the Land which may be a nuisance to adjoining owners or occupiers or which may lawfully be deemed to be a nuisance by any local or public authority.
6. There shall be no contravention of the relevant Health, Noise Abatement, and Clean Air act and regulations, any special regulations and any by-laws or local laws (including those required by the City of South Perth) pertaining to the Estate and affecting the Land.
7. No vehicle shall be permitted to be parked on the Land other than in accordance with the location or locations specified on the building and site plans referred to in Covenant 2 above.
8. No signs shall be erected on the Land without the prior approval of the Transferor (such approval shall not be unreasonably withheld).
9. No fences shall be erected on the Land.
10. No trees on the Land shall be lopped or removed unless such lopping or removal becomes necessary for ensuring the safety of persons or property.
11. The Land shall not be sub-divided without the prior written approval of the Transferor.
12. The Transferee shall not sell, agree to sell or enter into any option to sell any part of the Land without the prior written approval of the Transferor (such approval not to be unreasonably withheld).
13. The Transferee shall not assign, lease or sub-let the Land without the prior written approval of the Transferor (such approval not to be unreasonably withheld where the proposed use of the Land by the proposed assignee, tenant or sub-tenant complies with the approved zonings for the Land).
14. The burden of the restrictive covenants contained in Covenants 2 to 13 inclusive burdens and runs with the Land.

THE TRANSFEROR for the consideration herein expressed HEREBY TRANSFERS TO THE TRANSFEREE the estate and interest herein specified in the land above described, subject to the encumbrances as shown hereon. (Instruction 2)

See Additional pages attached

FORM T2

WESTERN AUSTRALIA
TRANSFER OF LAND ACT 1893 AS AMENDED.

TRANSFER OF LAND

DESCRIPTION OF LAND (Note 1)

LOT 106 on PLAN 16869

EXTENT	VOLUME	FOLIO
WHOLE	2094	989

ABN 66 012 878 629
 INSTRUMENT DATE 23-JUN-03
 002109650-001 000 N 50 \$\$\$\$4,665.85
 GROSS \$*****189,850
 CHATTELS \$*****0
 NO DUTY PAYABLE HEREON STAMP ACT 1921
 COMMISSIONER OF STATE REVENUE

ESTATE AND INTEREST (Note 2)

Fee Simple

LIMITATIONS, INTERESTS, ENCUMBRANCES and NOTIFICATIONS (Note 3)

THE LAND THE SUBJECT OF THIS CERTIFICATE OF TITLE EXCLUDES ALL PORTIONS OF THE LOT DESCRIBED ABOVE EXCEPT THAT PORTION SHOWN IN THE SKETCH OF THE SUPERSEDED PAPER VERSION OF THIS TITLE VOL 2094 FOL 989

TRANSFEROR (Note 4)

THE MINISTER FOR STATE DEVELOPMENT described on the Certificate of Title as THE MINISTER FOR COMMERCE AND TRADE

ABN 66 012 878 629
 WESTERN AUSTRALIA STAMP DUTY
 BEE 20/08/03 12:16 002109650-002
 FEE \$ *****0
 SD \$ *****20.00 PEN *****0.00

CONSIDERATION (Note 5)

ONE HUNDRED AND FIFTY NINE THOUSAND EIGHT HUNDRED AND FIFTY DOLLARS

TRANSFEREE (Note 6)

TEAMCORP PTY LTD ACN 009 389 333
of 53 Melville Beach Road, Applecross

Kott Gunning
LAWYERS

15 August 2003

Registrar of Titles
Department of Land Information
PO Box 2222
MIDLAND WA 6936

Our Ref: ACB:COM521/68
AB:380821_1.DOC
Partner: Anne Hurley
9483 0936
ahurley@kottgunn.com.au

Dear Sir

RESTRICTIVE COVENANTS - PLAN NO. 16869 ("THE PLAN")

We act on behalf of The Minister for Commerce and Trade, the Registered Proprietor of Lot 106 on the Plan.

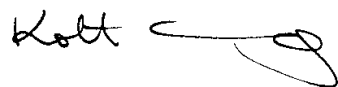
We are instructed to write to you in respect of the Restrictive Covenants included in the Transfer of Lot 106 on the Plan.

In our opinion the Covenants contained in the Transfer are valid in that they:

1. are negative in nature;
2. directly restrict the user of the land;
3. are only relevant to the lot being transferred as the lot will be burdened by the Restrictive Covenants.

The land benefiting from the Restrictive Covenants is all of the lots comprised in Plans 15403, 15736, 16869 and Diagrams 70041, 70132, 71195, 73566 and 74187.

Yours faithfully
KOTT GUNNING



Kott Gunning
LAWYERS

Level 11, Australia Place
15 William Street
PERTH WA 6000
GPO Box L890, PERTH WA 6842
Ausdoc: DX110, Perth
Telephone: (08) 9321 3755 Facsimile: (08) 9321 3465
Email: partners@kottgunn.com.au Website: www.kottgunn.com.au

A MEMBER OF



Adelaide, Brisbane, Colombo, Dubai,
Hong Kong, Jakarta, Kuala Lumpur,
Manila, Melbourne, New Delhi,
Perth, Singapore, Sydney

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INSTRUCTIONS

1. Page 2 of this document may be used:
- 1.1 If insufficient space in any section hereon; Appropriate headings should be shown. The boxed sections should only contain the words "see page...."
- 1.2 To set forth Easements created as appurtenant to the land (commencing with the words "together with"). Reservations created encumbering the land (commencing with the words "reserving to") or any Restrictive Covenant hereby created. Any Sketch contained thereon must be initialed by all parties.
2. If further space is required Additional Sheet form B1 should be used with appropriate headings. Additional Sheets shall be numbered consecutively and bound to this document by staples along the left margin prior to execution by the parties.
3. No alteration should be made by erasure. The words rejected should be scored through and those substituted typed or written above them, the alteration being initialed by the persons signing this document and their witnesses.
4. Duplicate Crown Lease or where issued, the Duplicate Certificate of Title is required to be produced or if held by another party then arrangements must be made for its production. ***If a Duplicate Certificate of Title is not required to be re-issued, or if a Duplicate Certificate of Title has not been issued previously but is required to issue subsequent to this document, the written request of the Transferee is required by signing this panel.*** Written consent of the First Mortgagee is also required if applicable.


NOTES

1. **DESCRIPTION OF LAND**
Lot and Diagram/Plan/Strata/Survey-Strata Plan number or Location name and number to be stated. Extent - Whole, part or balance of the land comprised in the Certificate of Title to be stated. The Volume and Folio or Crown Lease number, to be stated.
2. **ESTATE AND INTEREST**
State whether Fee Simple, Leasehold or as the case may be in the land being transferred. If share only, specify.
3. **LIMITATIONS, INTERESTS, ENCUMBRANCES AND NOTIFICATIONS**
In this panel show (subject to the next paragraph) those Limitations, interests, encumbrances and notifications affecting the land being transferred that are recorded on the certificate(s) of title:
 - (a) In the Second Schedule; or
 - (b) If no Second Schedule, that are encumbrances: (unless to be removed by action or document before registration hereof). Do not show any
 - (a) Easement Benefits or Restrictive/Covenant Benefits; or
 - (b) Subsidiary interests or changes affecting a limitation, etc, that is to be entered in the panel (eg, if a lease is shown, do not show any sub-lease or any document affecting either).
The documents shown are to be identified by nature and number. The plan/diagram encumbrances shown are to be identified by nature and plan/diagram number. Strata/survey-strata plan encumbrances are to be described as "interests on strata/survey-strata plan". If none show "nil".
4. **TRANSFEROR**
State full name of the Transferor/Transferors (Registered Proprietor) as shown on the Certificate of Title or Crown Lease.
5. **CONSIDERATION**
If a sum of money only, to be expressed in figures and in every other case to be concisely stated in words.
6. **TRANSFeree**
State full name of the Transferee/Transferees (Purchaser) and the address/addresses to which future notices can be sent. If a minor, state date of birth, if two or more state tenancy eg:
 - Joint Tenants, ***(on the death of a joint tenant, the survivor(s) become(s) the registered proprietor(s) of the deceased's interest by applying to the Registrar of Titles).***
 - Tenants in Common, ***(on the death of a tenant in common, their share is dealt with according to their Will).***
If Tenants in Common specify shares.
7. **TRANSFeree'S TRANSFEROR'S EXECUTION**
Transferee's and Transferor's must sign their appropriate panel. A separate attestation is required for every person signing this document. Each signature should be separately witnessed by an adult person. The address and occupation of the witness must be stated.

EXAMINED *fic*

OFFICE USE ONLY

1954818 T
15 Jul, 2004 15:59:00 Perth



REG. \$ 127.00

TRANSFER

LODGED BY ~~Williams & Hughes~~

ADDRESS ~~Level 1
26 Richardson Street
WEST PERTH WA 6005~~ **KOTT GUNNING
Barristers & Solicitors
15 William Street
Perth WA 6000**

PHONE No. ~~(08) 9481 2040~~

FAX No. ~~(08) 9481 2041~~

REFERENCE No. ~~DM Mt 16339- T2~~ (08) 9321 3755
(08) 9321 3465

ISSUING BOX No. **LTO Box 97E PERTH**

PREPARED BY Williams & Hughes

ADDRESS Level 1
25 Richardson Street
WEST PERTH WA 6005

PHONE No. (08) 9481 2040 FAX No. (08) 9481 2041

INSTRUCT IF ANY DOCUMENTS ARE TO ISSUE TO OTHER THAN LODGING PARTY.

1/3

TITLES, LEASES, DECLARATIONS ETC. LODGED HERewith

1. <i>Letter</i>	Receiver: Items	<i>2</i>
2. <i>CT 2532/941</i>	Nos	<i>2</i>
3. _____		
4. _____		
5. _____		
6. _____	Receiving Clerk	

Registered pursuant to the provisions of the TRANSFER OF LAND ACT 1893 as amended on the day and time shown above and particulars entered in the Register.



ATTESTATION SHEET

Date: this 7 day of July Year 2004

TRANSFEROR/S SIGN HERE (Note 7)

The Common Seal of the MINISTER FOR STATE DEVELOPMENT was hereunto affixed by the aforesaid Minister for the time being the Honourable CLIVE MORRIS BROWN in the presence of:

Minister: [Signature]
Witness name: X Fiona Weigall
Witness address: X 41- City of Swan
Occupation: X Manager Community Planning



REQUEST FOR ISSUE / NON-ISSUE (Instruction 4)

BY SIGNING THIS PANEL, I / WE THE TRANSFEREE REQUEST THE ISSUE / NON - ISSUE (DELETE AS REQUIRED) OF A DUPLICATE CERTIFICATE(S) OF TITLE FOR THE LAND ABOVE DESCRIBED.

Signed

Signed

TRANSFEREE/S SIGN HERE (Note 7)

THE LODGING PARTY OF THIS DOCUMENT IS AUTHORISED BY THE ABOVE NAMED TRANSFEREE TO INSTRUCT ISSUING DETAILS FOR THE DUPLICATE CERTIFICATE(S) OF TITLE.

Signed: [Signature]
GABRIELE MARIA SUESS

In the presence of:

Witness Name: FRANK BOENTGEN
Witness address: 141 West Coast Dr
North Beach WA

Witness occupation: SCIENTIST

THE TRANSFEROR for the consideration herein expressed HEREBY TRANSFERS TO THE TRANSFEREE the estate and interest herein specified in the land above described, subject to the encumbrances as shown hereon. (Instruction 2)

Restrictive Covenants

The Transferee hereinbefore described by itself and its successors and assigns hereby covenants with the Transferor as the proprietor of all of the Lots comprised on Plans 15403, 15736, 16869 and in Diagrams 70041, 70132, 71195, 73566 and 74187, and the successors in Title to the said Lots to the intent that the covenants hereinafter mentioned shall run with and bind the land hereinbefore described (hereinafter referred to as "the said Land").

- (a) No construction shall commence on the said land until building plans, site plans and perspectives have been approved in writing by the Transferor and no materials or substantial variation to such plans and the perspectives shall be made without the further approval of the Transferor.
- (b) Intentionally Deleted.
- (c) That the Transferee shall not contravene the relevant Health, Noise Abatement and Clean Air Act and Regulations and any special regulations and by-laws including those required by the Town of Victoria Park pertaining to Technology Park and affecting the said land.
- (d) That no vehicle shall be permitted to be parked on the said land other than in accordance with the location of locations specified on the building and site plans referred to in Clause (a) above.
- (e) That the Transferee shall not erect or cause to be erected any signs on the property unless and until the Transferor shall have approved of the same in writing (such approval not to be unreasonably withheld).
- (f) That the Transferee shall not:-
 - (i) Subdivide the said land without the prior written approval of the Transferor;
 - (ii) Assign, lease or sub-let the said land without the prior written approval of the Transferor first had and obtained (such approval not to be unreasonably withheld where the proposed use of the said land by the proposed assignee, lessee, or sub-lessee complies with approved zonings for the said land);
 - (iii) Without the prior written approval of the Transferor after substantially the use to which the said land is or is to be put as approved by the Transferor;
 - (iv) Sell or agree to sell or grant any option over the said land or any part thereof to any person without obtaining from such person a covenant to be bound by the same terms and conditions as are herein provided and on the part of the Transferee to be performed;
 - (v) Erect any fencing on any part of the said land;
 - (vi) Lop or remove any trees on the said land unless such lopping or removal becomes necessary for ensuring safety of persons or property.

*R/C ✓
deals
R*

TRANSFER OF LAND

DESCRIPTION OF LAND (Note 1)

Lot 71 on Deposited Plan 30187

EXTENT

Whole

VOLUME

2532

FOLIO

941

FORM 66 012 870 629
EXTENDED DATE 22-08-14
COMM 14-001 000 W 00 0000 000 00

ESTATE AND INTEREST (Note 2)

Fee simple

FORM 66 012 870 629
DRAFTED *****
NO DUTY PAYABLE UNDER STAMP ACT 1921
COMMISSIONER OF STATE REVENUE

LIMITATIONS, INTERESTS, ENCUMBRANCES and NOTIFICATIONS (Note 3)

Nil

TRANSFEROR (Note 4)

Minister for State Development

FORM 66 012 870 629
WESTERN AUSTRALIA STAMP DUTY
DEC 14/07/06 11:00 002121240-002
FEE \$ *****
SD \$ ***** PER *****

CONSIDERATION (Note 5)

\$223,700.00

TRANSFeree (Note 6)

GABRIELE MARIA SUESS of 141 West Coast Drive, North Beach Western Australia

Kott Gunning
LAWYERS

13 July 2004

Registrar of Titles
Department of Land Information
PO Box 2222
MIDLAND WA 6936

Our Ref: AJH:COM521/82
AH:422655_1
Partner: Anne Hurley
9483 0936
ahurley@kottgunn.com.au

Dear Sir

RESTRICTIVE COVENANTS - PLAN NO. 30187 ("THE PLAN")

We act on behalf of The Minister for State Development, the Registered Proprietor of Lot 71 on the Plan.

We are instructed to write to you in respect of the Restrictive Covenants included in the Transfer of Lot 71 on the Plan.

In our opinion the Covenants contained in the Transfer are valid in that they:

1. are negative in nature;
2. directly restrict the user of the land;
3. are only relevant to the lot being transferred as the lot will be burdened by the Restrictive Covenants.

The land benefiting from the Restrictive Covenants is all of the lots comprised in Plans 15403, 15736, 16869 and Diagrams 70041, 70132, 71195, 73566 and 74187.

Yours faithfully
KOTT GUNNING



Kott Gunning
LAWYERS

Level 11, Australia Place
15 William Street
PERTH WA 6000
GPO Box L890, PERTH WA 6842
Ausdoc: DX110, Perth
Telephone: (08) 9321 3755 Facsimile: (08) 9321 3465
Email: partners@kottgunn.com.au Website: www.kottgunn.com.au

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Melbourne, Mumbai, New Delhi,
Perth, Singapore, Sydney

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Appendix B

Comparative Analysis



Restrictive Covenant Matter	Other Planning Provisions	Intent for BTP PSP
Subdivision	<p>The Bentley Curtin Specialised Activity Centre Plan (ACP) provides guidance for the assessment of subdivision applications. For large-scale lots, subdivision is discouraged to enable the existing use or other appropriate large-scale use to be accommodated within Bentley-Curtin.</p> <p>Subdivision may be considered in the event where surplus undeveloped land is better utilised via boundary realignment, amalgamation and or subdivision.</p>	<p>The PSP will build on the guidance contained within the ACP and provide additional guidance for key redevelopment.</p>
Land Use	<p>Land use is controlled through LPS2.</p> <p>Schedule D of the Town of Victoria Park LPS2 sets out the permissibility and conditions associated with land use in Special Use 1. The provisions reinforce the primacy of the use of the scheme amendment area for the purposes of research and development but allows for a range of potentially complementary and compatible land uses as discretionary ('D') uses, subject to conditions being fulfilled.</p> <p>The following land uses are permitted:</p> <ul style="list-style-type: none"> • Research and development <p>The following land uses are discretionary, where the land use is undertaken as part of a research and development premises, or where the proposal is consistent with an approved precinct structure plan, or in the absence of an approved precinct structure plan, on land is designated for mixed use in the ACP:</p> <ul style="list-style-type: none"> • child care premises • civic use • community purpose • consulting rooms • convenience store • educational establishment • hotel • hosted short-term rental accommodation • industry – light • medical centre • multiple dwelling • office • recreation – private • reception centre • restaurant / café • warehouse / storage • industry <p>The ACP designates various sites for mixed use (refer to Figure 9)</p>	<p>The PSP will provide additional land use guidance for the precinct to ensure the primacy of research and development is maintained, whilst allowing for complementary and compatible uses where appropriate and in accordance with the guidance provided in the ACP. Additional guidance will be provided on areas and key sites where mixed-use land uses may be considered, to support the operation and commercial activation of the precinct.</p>

Fencing	The Town of Victoria Park manages fencing controls through the development application process.	The PSP will provide design guidance and built form controls, which will include guidance applicable to fencing.
Parking	Car parking ratios and requirements are controlled by the Town of Victoria Park Local Planning Policy 23.	The PSP will provide additional guidance relating to car parking and streetscape design, including the acceptable location for parking and design requirements, and guidance to support the management of on-street parking. The carparking and streetscape requirements will be managed through specified sub-precinct controls.
Construction	<p>Construction requirements in Australia are outlined in the National Construction Code (NCC), which sets the minimum necessary standards for safety, health, amenity, and sustainability in the design and construction of buildings.</p> <p>The Town of Victoria Park manages construction in accordance with the requirements of the NCC, through the building permit process. All construction within the precinct will be managed through standard practices overseen by the local government.</p>	Not directly applicable to PSP, although the PSP will provide built form guidance that will be considered in the context of NCC requirements.
Colours & Materials	<p>The ACP outlines that new built form development within the precinct shall consist of a high-quality design and materials. Colours are not controlled by the ACP.</p> <p>The Town of Victoria Park Local Planning Policy No. 36 – Climate Control also provides guidance for new development in respect to environmentally sustainable design which encourages energy efficient design.</p> <p>It is expected most development applications within the precinct will be reviewed by the Town’s Design Review Panel which will provide input on the proposed design, including colours and materials.</p>	The PSP will not provide guidance for specified colours or materials for built form projects. The PSP may defer to the implementation of design guidelines within the precinct to ensure materials and colours are in keeping with the vision of an internationally recognised innovation precinct.

Appendix C

Ministerial Support





Hon John Carey MLA
Minister for Planning and Lands; Housing and Works; Health Infrastructure

Our Ref: 78-27762

HON ROGER COOK MLA
PREMIER; MINISTER FOR STATE AND INDUSTRY DEVELOPMENT, JOBS AND TRADE

I write to seek your formal approval, as the original covenantee and current Minister for State and Industry Development, Jobs and Trade, for the removal of restrictive covenants over lots within the Bentley Technology Park (BTP).

The restrictive covenants were originally established on titles by the then Minister for Commerce and State Development as a mechanism to control land use within BTP. While effective at the time, these restrictions have become outdated and are now creating ambiguity and unnecessary constraints on landowners seeking to redevelop or adapt land for contemporary uses.

In 2018, the State Government endorsed the Bentley Curtin Specialised Activity Centre (BCSAC) vision, which aims to guide the transformation of the area into a thriving innovation and knowledge precinct. To support this vision, DevelopmentWA is finalising a Precinct Structure Plan (PSP) for BTP that will deliver a modern, flexible and coordinated planning framework aligned with current State planning objectives.

The continued existence of the restrictive covenants presents a risk of conflict with the planning framework to be introduced through the PSP. As such, the Department of Planning, Lands and Heritage, DevelopmentWA, the Town of Victoria Park, and the Department of Energy and Economic Diversification all support the removal of the covenants via a Scheme Amendment process in accordance with the *Planning and Development Act 2005*.

Accordingly, I request your agreement to surrender the restrictive covenants in order to enable the successful implementation of the PSP and to support the BCSAC vision for the precinct.

Should you support this approach, a draft letter to myself as the Minister for Planning has been prepared for your consideration.


HON JOHN CAREY MLA
MINISTER FOR PLANNING AND LANDS

25 AUG 2025



Premier of Western Australia

Our Reference: 60-169513

Hon John Carey MLA
MINISTER FOR PLANNING AND LANDS

REMOVAL OF RESTRICTIVE COVENANTS, BENTLEY TECHNOLOGY PARK

I refer to the proposal put forward by yourself as Minister for Planning and Lands regarding the removal of restrictive covenants over various lots within Bentley Technology Park (BTP).

The restrictive covenants were established under the Transfers of land when land within BTP was originally sold by the then Minister for Commerce and State Development. While these covenants once served to regulate and control land use within the precinct, they have become an outdated mechanism, now creating unnecessary constraints on development.

To avoid conflicting built form controls and to enable the successful implementation of the PSP, I confirm my formal support as Minister for State Development, Trade and Investment, for the surrender and removal of the restrictive covenants currently affecting the BTP lots.

Please proceed accordingly, and I look forward to seeing the transformation and success of Bentley Technology Park under the new planning framework.

Your sincerely

A handwritten signature in blue ink, appearing to read 'R. Cook'.

ROGER COOK MLA
PREMIER

5 SEP 2025