

# 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.

J771304 RC

02 Jun 2006 14:20:28 Perth



REG \$ 80.00

LODGED BY

Solomon Brothers

*Dolphin Setts*

ADDRESS

Level 40  
Exchange Plaza  
2 The Esplanade  
PERTH WA 6000

*PO Box 1451  
Mandurah  
6210*

PHONE No. 9282 5888

FAX No. 9282 5855

REFERENCE No. 63154366

*95812744*

*5432.*

*999L.*

ISSUING BOX No.

PREPARED BY

Solomon Brothers

ADDRESS

Level 40  
Exchange Plaza  
2 The Esplanade

PHONE No. 9282 5888

FAX No. 9282 5855

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

*2/4*

TITLES, LEASES, DECLARATIONS ETC. LODGED HERewith

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_

Received Items

Nos.

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.

EXAMINED



*[Signature]*

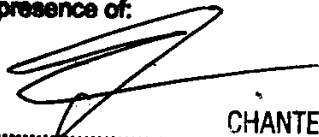
The Australia & New Zealand Banking Group Ltd (A.C.N 005 357 522) being registered mortgagee pursuant to registered mortgage J106368 hereby consents to the creation of a restrictive covenant in accordance with the terms of this Deed being registered over Lot 99 on Deposited Plan 47806.

[Executed by Australia & New Zealand Banking Group Ltd under seal or by attorney]

SEALED With the seal of

CHAU RITCHIE  
the Attorney of AUSTRALIA AND  
NEW ZEALAND BANKING GROUP  
LIMITED A.C.N. 005 357 522  
and signed by him/her on behalf  
of the said Bank under Power of  
Attorney No. I486779 in the  
presence of:

Australia  
and New  
Zealand  
Banking  
Group  
Limited  
by its  
Attorn.

  
CHANTELLE AXTEN  
An Officer of the said Bank

2. As to Lot 99, Temwood and Harmony Park, pursuant to the provisions of Section 136D of the Transfer of Land Act 1893 for the purposes of creation of a restrictive covenant on the Subdivisional Plan HEREBY COVENANT AND AGREE that Harmony Park and its transferees, successors in title and assigns shall not at any time operate, conduct or carry on upon Lot 99 the trade or business of a medical centre and that no building constructed, erected or installed on Lot 99 will be used as a medical centre.
3. If Harmony Park at any time subsequent to the entering into of this Deed desires to transfer or assign Lot 99 or any part thereof or otherwise dispose of Harmony Park's interest in Lot 99 or any part thereof by any means whatsoever Harmony Park shall cause the intended transferee or assignee to enter into a deed containing the same terms, covenants and conditions as contained in this Deed including this clause and shall obtain the consent of any prospective mortgagee of Lot 99 to the restrictive covenant contained in that deed.
4. Temwood and Harmony Park intend that the burden of the restrictive covenant contained in this Deed shall run with Lot 99 and bind successors in title of Lot 99 and that the benefit of the restrictive covenant contained in this Deed shall run with the Lot 9507 and bind the successors in title of Lot 9507.
5. The Restrictive Covenant shall not be modified, surrendered, released or abandoned either wholly or partially except with the prior written consent of Temwood and its transferees, successors in title and assigns. Harmony Park and its transferees, successors in title and assigns will not make any application to the Court, the Commissioner of Titles, the Office of Titles or any other local authority for the partial or total modification, removal or extinguishment of the Restrictive Covenant except with the prior written consent of Temwood and its transferees, successors in title and assigns for the time being.
6. Harmony Park shall make, do, execute and sign all such things, acts and documents that may be necessary for more fully granting to and vesting in Lot 9507 the benefit of the Restrictive Covenant and in particular (but not limited thereto) Harmony Park shall obtain the consent of any mortgagee of Lot 99 to the Restrictive Covenant.

EXECUTED as a Deed.

Signed for and on behalf of )  
**TEMWOOD HOLDINGS PTY LTD** )  
A.C.N. 052 503 152 )  
By authority of its Directors )  
In accordance with )  
Section 127 of the Corporations Act 2001 )

Director

Director / Secretary

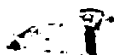


Signed for and on behalf of )  
**HARMONY PARK (WA) PTY LTD** )  
A.C.N. 108 153 162 )  
By authority of its Directors )  
In accordance with Section 127 )  
of the Corporations Act 2001 )

Director

Director / Secretary

[Australia & New Zealand Banking Group Ltd to initial]



FORM B 2

FORM APPROVED  
NO. B2891

WESTERN AUSTRALIA  
TRANSFER OF LAND ACT 1893 AS AMENDED

## BLANK INSTRUMENT FORM

### RESTRICTIVE COVENANT

(Note 1)

THIS DEED is made the 2 day of JUNE ~~2005~~ 2006

#### PARTIES:

**TEMWOOD HOLDINGS PTY LTD A.C.N. 052 503 152** of 49 Singleton Beach Road, Singleton in the State of Western Australia ("Temwood");

AND

**HARMONY PARK (WA) PTY LTD A.C.N. 108 153 162** of 31 Rees Place Port Bouvard, Mandurah in the said State ("Harmony Park").

#### RECITALS

- A. Temwood is the registered proprietor of Lot 2006 on Deposited Plan 45420 being the whole of the land contain in Certificate of Title Volume 2598 Folio 300 ("Lot 2006").
- B. Harmony Park is the registered proprietor of Lot 341 on Diagram 94080 being the whole of the land contained in Certificate of Title Volume 2150 Folio 475 ("Lot 341").
- C. Lot 341 is subject to registered mortgage number J106368 in favour of the Australia & New Zealand Banking Group Ltd.
- D. By contract for the sale of land dated 15 November 2004 Temwood agreed to sell a portion of Lot 2006 to Harmony Park (the "Contract").
- E. Lot 2006 is proposed to be subdivided in accordance with the Deposited Plan 47806 (the "Subdivisional Plan") and a portion of Lot 2006 transferred to Harmony Park. The remainder of the Lot shall become Lot 9507 on Deposited Plan 47806.
- F. Temwood and Harmony Park have agreed that upon the settlement of the Contract the portion of Lot 2006 being sold to Harmony Park and Lot 341 will be amalgamated and a new Lot 99 on Deposited Plan 47806 ("Lot 99") will be created.
- G. Temwood and Harmony Park wish to create on the Subdivisional Plan in respect of Lot 99 a restrictive covenant as set out in this Deed pursuant to the provisions of section 136D of the Transfer of Land Act 1893.

#### THE PARTIES AGREE AS FOLLOWS:

##### 1. INTERPRETATION

In this Deed:

- 1.1. Clause headings are for convenience only and shall be ignored in its interpretation;
- 1.2. An expression which denotes the singular includes the plural and vice versa, words relating to any gender include the other genders and words relating to natural persons include associations of persons having corporate status by statute or by common law;
- 1.3. Any covenant entered into by more than one person shall be deemed to have been entered into by them and any two or more of them jointly and by each of them severally;

