

LEASE PLAN - ST MARY OF THE CROSS MEMORIAL GARDEN

POSTAL ADDRESS

DODGHUN HOUSE
 7 BRUNSWICK STREET
 FITZROY

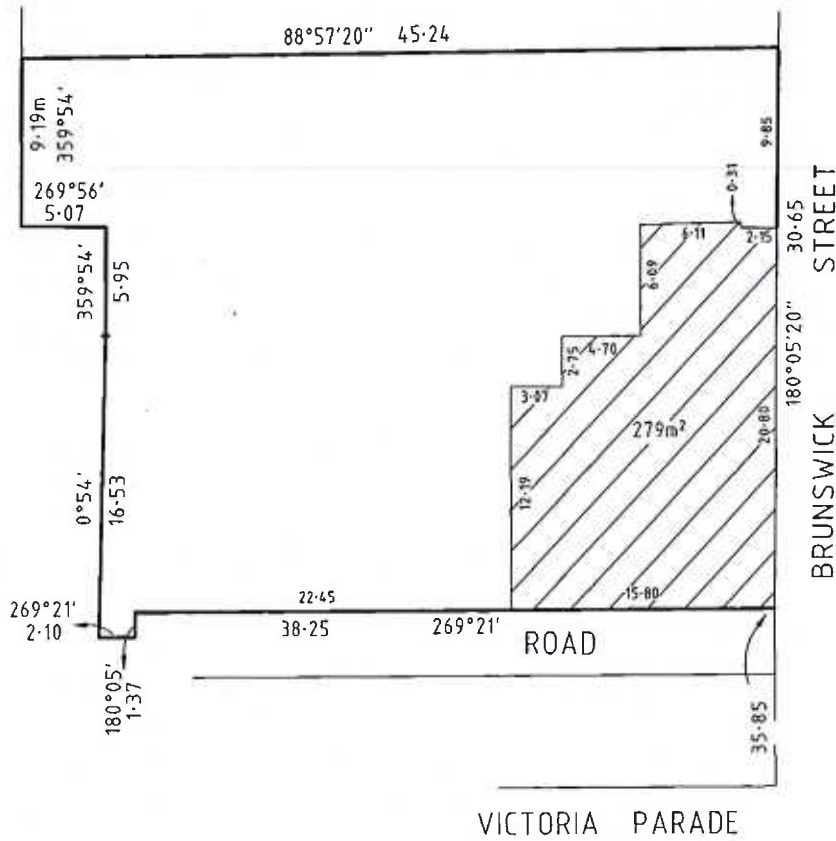
LOCATION OF LAND

TITLE REFERENCES VOL. 10167 FOL. 796
 LOT 1 ON PS439965J

NOTATIONS



LAND SHOWN THUS TO BE LEASED
 (INCLUDING HIGH BRICK FENCE ON
 THE BRUNSWICK STREET FRONTAGE)



ORIGINAL SHEET SIZE: A3		CERTIFICATION BY SURVEYOR		SHEET 1 OF 2	
SCALE 1:250					
SURVEYORS FILE REF: CG110395-2verE					
		Peter Sullivan / 2 VERSION E			

Lease
Section 66(1) Transfer of Land Act 1958



(2)

Lodged by
Name: *Herbert Smith Freehills*
Phone:
Address:
Reference:
Customer code: *2961K*

The lessor leases to the lessee the land, for the term starting on the commencement date and ending on the expiry date, and yearly rent specified, subject to the encumbrances affecting the land including any created by dealings lodged for registration before the lodging of this lease, and subject to the covenants and conditions contained in this lease.

Land: (volume and folio)
PART OF THE LAND DESCRIBED IN CERTIFICATE OF TITLE VOLUME 10560 FOLIO 131 BEING THE AREA DELINEATED AND HATCHED ON THE PLAN ATTACHED TO THIS LEASE

Lessor: (full name)
ST VINCENT'S HEALTHCARE LIMITED

Lessee: (full name and address, including postcode)
THE ROMAN CATHOLIC TRUSTS CORPORATION FOR THE DIOCESE OF MELBOURNE OF 383 ALBERT STREET EAST MELBOURNE VIC 3002

Commencement date:
21/06/2018 ^B

Expiry date:
200 YEARS FROM THE COMMENCEMENT DATE ~~OF 21/06/2018~~

Rent:
\$1.00 PER ANNUM

Covenants: (set out here any MCP and/or additional covenants and conditions and the extent (if any) to which the covenants and powers implied under the Transfer of Land Act 1958 apply)

- 1. DEFINITIONS AND INTERPRETATION
 - 1.1 DEFINITIONS
- IN THIS LEASE UNLESS OTHERWISE INDICATED BY THE CONTEXT OR SUBJECT MATTER: AUTHORITY INCLUDES ANY GOVERNMENT, ANY SEMI OR LOCAL GOVERNMENT, ANY STATUTORY OR PUBLIC AUTHORITY OR BODY, OR ANY OTHER PERSON HAVING JURISDICTION OVER THE

35271702A

V2

66TLA

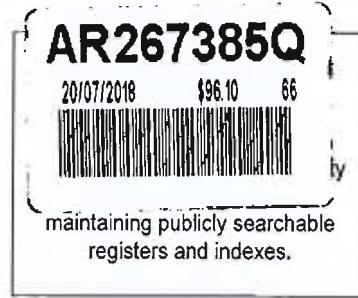
Page 1 of 12 ^B

THE BACK OF THIS FORM MUST NOT BE USED

Land Use Victoria contact details: www.delwp.vic.gov.au/property>Contact us

Lease

Section 66(1) Transfer of Land Act 1958



LAND OR ANY PART OF THEM OR ANYTHING IN RELATION TO THEM (INCLUDING THE LESSOR'S INSURER);

BUSINESS DAY MEANS A DAY (EXCEPT SATURDAY AND SUNDAY) ON WHICH BANKS ARE OPEN FOR GENERAL BANKING BUSINESS IN MELBOURNE;

CLAUSE MEANS A CLAUSE OF THIS LEASE; SUB CLAUSE HAS A SIMILAR MEANING; A REFERENCE TO A CLAUSE FOLLOWED BY A NUMBER REFERS TO THE RELEVANT CLAUSE IN THIS LEASE;

COST INCLUDES ANY REASONABLE AND PROPER COST, CHARGE, EXPENSE, OUTGOING, PAYMENT OR OTHER EXPENDITURE OF ANY NATURE WHATSOEVER, INCLUDING, WHERE APPROPRIATE, ALL LEGAL FEES;

LAND INCLUDES ANY LESSOR'S FIXTURES;

LAW INCLUDES ANY REQUIREMENT OF ANY STATUTE, RULE, REGULATION, PROCLAMATION, ORDINANCE OR LOCAL LAW, PRESENT OR FUTURE, AND WHETHER STATE, FEDERAL OR OTHERWISE;

LESSEE INCLUDES ITS SUCCESSORS AND PERMITTED ASSIGNS;

LESSEE'S EMPLOYEES MEANS EACH OF THE LESSEE'S EMPLOYEES, AGENTS, CONTRACTORS, INVITEES, OR OTHERS (WHETHER WITH OR WITHOUT INVITATION), SUBLESSEES, LICENSEES AND CONCESSIONAIRES OR OTHERS (WHETHER EXPRESSLY OR IMPLIEDLY) WHO MAY AT ANY TIME BE AT OR ON THE LAND;

LESSEE'S PROPERTY MEANS PROPERTY OF ANY KIND WHICH IS NOT OWNED OR LEASED BY THE LESSOR WHICH IS ON THE LAND AT ANY TIME;

LESSOR INCLUDES ANY PERSON FOR THE TIME BEING ENTITLED TO THE LEASE REVERSION WHEN THE LEASE ENDS;

LESSOR'S AGENTS MEANS THE EMPLOYEES, CONTRACTORS, AGENTS AND ANY OTHER PERSON APPOINTED FROM TIME TO TIME BY THE LESSOR AS AGENT OF THE LESSOR OR THE MANAGER OF THE LAND;

LESSOR'S FIXTURES MEANS THE PROPERTY OF THE LESSOR ON OR FIXED TO THE LAND AND INCLUDES:

(A) ALL PLANT AND EQUIPMENT, CHATTELS, FITTINGS, FIXTURES, FURNISHINGS (INCLUDING LOCKS, KEYS, KEYCARDS, WINDOW COVERINGS, BLINDS AND LIGHT FITTINGS) FROM TIME TO TIME IN THE LAND THAT ARE PROVIDED BY THE LESSOR OR ITS PREDECESSOR IN TITLE; AND

(B) ALL FIRE PREVENTION AIDS AND ALL FIRE FIGHTING EQUIPMENT AND SERVICES LOCATED IN THE LAND OR WHICH MAY SERVICE THE LAND;

NOTICE MEANS ANY NOTICE OR OTHER COMMUNICATION IN WRITING;

PARTY MEANS A PARTY TO THIS LEASE;

PERMITTED USE MEANS USE OF THE LAND FOR A MEMORIAL GARDEN;

PERSON INCLUDES ANY CORPORATION AND VICE VERSA;

REQUIREMENT INCLUDES ANY REQUIREMENT, NOTICE, ORDER, DIRECTION, RECOMMENDATION OR SIMILAR NOTIFICATION GIVEN BY ANY AUTHORITY OR ISSUED PURSUANT TO ANY LAW, WHETHER IN WRITING OR OTHERWISE, IRRESPECTIVE OF TO WHOM THE REQUIREMENT IS ADDRESSED OR DIRECTED;

SERVICES MEANS ALL SERVICES OR SYSTEMS OF ANY NATURE PROVIDED TO, OR SERVING THE

35271702A

V2

66TLA

Page 2 of 12 13

THE BACK OF THIS FORM MUST NOT BE USED

Land Use Victoria contact details: www.delwp.vic.gov.au/property>Contact us

Lease

Section 66(1) Transfer of Land Act 1958



LAND, INCLUDING THE PROVISION OF ANY ELECTRONIC MEDIUM, ENERGY SOURCE, TELEPHONE, WATER (INCLUDING EXCESS WATER), SEWERAGE, DRAINAGE, AND THE FITTINGS, FIXTURES, APPLIANCES, PLANT AND EQUIPMENT UTILISED FOR PROVIDING OR USING ANY SUCH SERVICES AND INCLUDES ANY SERVICES OR SYSTEMS FROM TIME TO TIME UTILISED TO ACCESS THE LAND;

TERM MEANS THE TERM OF THIS LEASE COMMENCING ON THE COMMENCEMENT DATE AND ENDING ON THE EXPIRY DATE; AND

THIS LEASE OR THE LEASE MEANS THIS LEASE AND INCLUDES ALL EXHIBITS TO IT.

1.2 INTERPRETATION

(A) THE SINGULAR INCLUDES THE PLURAL AND VICE VERSA.

(B) A GENDER INCLUDES ALL GENDERS.

(C) AN OBLIGATION IMPOSED BY THIS LEASE ON MORE THAN ONE PERSON BINDS THEM JOINTLY AND SEVERALLY.

(D) EVERY COVENANT BY THE LESSEE IS DEEMED TO INCLUDE A COVENANT BY THE LESSEE TO PROCURE COMPLIANCE WITH THE COVENANT BY EACH OF THE LESSEE'S EMPLOYEES.

(E) A REFERENCE TO LEGISLATION INCLUDES A MODIFICATION OR RE-ENACTMENT OF IT, A LEGISLATIVE PROVISION IN SUBSTITUTION FOR IT AND A REGULATION, RULE OR STATUTORY INSTRUMENT ISSUED UNDER IT.

(F) THIS LEASE MUST BE INTERPRETED SO THAT IT COMPLIES WITH ALL LAWS APPLICABLE IN VICTORIA. ANY PROVISION MUST BE READ DOWN SO AS TO GIVE IT AS MUCH EFFECT AS POSSIBLE. IF IT IS NOT POSSIBLE TO GIVE A PROVISION ANY EFFECT AT ALL THEN IT MUST BE SEVERED FROM THE REST OF THE LEASE.

(G) UNLESS OTHERWISE STATED, NO WORD OR PROVISION OF THIS LEASE LIMITS THE EFFECT OF ANY OTHER WORD OR PROVISION OF THIS LEASE. INCLUDING AND SIMILAR EXPRESSIONS ARE NOT AND MUST NOT BE TREATED AS WORDS OF LIMITATION.

(H) A REFERENCE TO THE LAND OR ANY THING INCLUDES THE WHOLE AND EACH PART OF IT.

(I) THE LESSOR AND THE LESSEE AGREE THAT:

(I) THE TERMS CONTAINED IN THIS LEASE CONSTITUTE THE WHOLE OF THE AGREEMENT IN RESPECT OF THE LAND BETWEEN THE LESSOR AND THE LESSEE AND ALL PREVIOUS NEGOTIATIONS AND AGREEMENTS ARE NEGATED;

(II) NO FURTHER TERMS ARE TO BE IMPLIED OR ARISE BETWEEN THE LESSOR AND THE LESSEE BY WAY OF COLLATERAL OR OTHER AGREEMENT MADE BY OR ON BEHALF OF THE LESSOR OR BY OR ON BEHALF OF THE LESSEE ON OR BEFORE OR AFTER THE EXECUTION OF THIS LEASE, AND ANY IMPLICATION OR COLLATERAL OR OTHER AGREEMENT IS EXCLUDED AND NEGATED;

(III) NO INFORMATION, REPRESENTATION OR WARRANTY BY THE LESSOR OR THE LESSOR'S AGENTS WAS SUPPLIED OR MADE WITH THE INTENTION OR KNOWLEDGE THAT IT WOULD BE RELIED ON BY THE LESSEE IN ENTERING INTO THIS LEASE; AND

(IV) NO INFORMATION, REPRESENTATION OR WARRANTY HAS BEEN RELIED ON BY THE LESSEE IN ENTERING INTO THIS LEASE.

(J) HEADINGS AND THE INDEX TO THIS LEASE ARE FOR GUIDANCE ONLY AND DO NOT

35271702A

V2

66TLA

Page 3 of 12 10

THE BACK OF THIS FORM MUST NOT BE USED

Land Use Victoria contact details: www.delwp.vic.gov.au/property>Contact us

Lease
Section 66(1) Transfer of Land Act 1958



AFFECT THE INTERPRETATION OF THIS LEASE.

(K) WHERE A WORD OR PHRASE IS DEFINED, ITS OTHER GRAMMATICAL FORMS HAVE CORRESPONDING MEANINGS.

(L) IF REFERENCE IS MADE TO ANY PERSON, BODY OR AUTHORITY AND THAT PERSON, BODY OR AUTHORITY HAS CEASED TO EXIST, THEN THE REFERENCE IS TO BE DEEMED A REFERENCE TO THE PERSON, BODY OR AUTHORITY THAT THEN SERVES SUBSTANTIALLY THE SAME OBJECTS AS THE PERSON, BODY OR AUTHORITY THAT HAS CEASED TO EXIST.

(M) REFERENCE TO THE PRESIDENT OF A PERSON, BODY OR AUTHORITY MUST, IN THE ABSENCE OF A PRESIDENT, BE READ AS A REFERENCE TO THE SENIOR OFFICER FOR THE TIME BEING OF THE PERSON, BODY OR AUTHORITY OR SUCH OTHER PERSON FULFILLING THE DUTIES OF PRESIDENT.

(N) A REFERENCE TO WRITING OR WRITTEN AND ANY WORDS OF SIMILAR IMPORT INCLUDE PRINTING, TYPING, LITHOGRAPHY AND ANY OTHER MEANS OF REPRODUCING CHARACTERS IN TANGIBLE AND VISIBLE FORM, INCLUDING ANY COMMUNICATION EFFECTED THROUGH ANY ELECTRONIC MEDIUM IF THAT COMMUNICATION IS SUBSEQUENTLY CAPABLE OF REPRODUCTION IN TANGIBLE OR VISIBLE FORM.

(O) A REFERENCE TO CORPORATION AND ANY OTHER WORDS OR EXPRESSIONS USED OR DEFINED IN THE CORPORATIONS ACT HAS THE SAME MEANING THAT IS GIVEN TO THEM IN THE CORPORATIONS ACT.

(P) THIS LEASE IS GOVERNED BY AND CONSTRUED ACCORDING TO VICTORIAN LAW. THE PARTIES IRREVOCABLY SUBMIT TO THE NON EXCLUSIVE JURISDICTION OF THE COURTS OF THAT STATE AND THE COURTS OF APPEAL FROM THEM.

(Q) WHERE THE DAY OR LAST DAY FOR DOING ANYTHING OR ON WHICH AN ENTITLEMENT IS DUE TO ARISE IS NOT A BUSINESS DAY, THE DAY OR LAST DAY FOR DOING THE THING OR DATE ON WHICH THE ENTITLEMENT ARISES SHALL FOR THE PURPOSES OF THIS LEASE BE THE NEXT BUSINESS DAY.

(R) EACH PROVISION OF THIS LEASE CONTINUES TO HAVE FULL FORCE AND EFFECT UNTIL IT IS SATISFIED OR COMPLETED.

1.3 EXCLUSION OF STATUTORY PROVISIONS

THE COVENANTS, POWERS AND PROVISIONS IMPLIED IN LEASES BY VIRTUE OF THE TRANSFER OF LAND ACT 1958 ARE NEGATED.

1.4 MORATORIUM

TO THE EXTENT PERMITTED BY LAW, THE APPLICATION TO THIS LEASE OR TO ANY PARTY OF ANY LAW OR ANY REQUIREMENT OR ANY MORATORIUM HAVING THE EFFECT OF EXTENDING OR REDUCING THE TERM, REDUCING OR POSTPONING THE PAYMENT OF RENT OR ANY PART OF IT OR OTHERWISE AFFECTING THE OPERATION OF THE TERMS OF THIS LEASE OR ITS APPLICATION TO ANY PARTY IS EXCLUDED AND NEGATED.

2. LESSOR RESERVATIONS

THE LESSOR RESERVES TO ITSELF AND THE LESSOR'S AGENTS THE RIGHT TO:

(A) CREATE ANY REGISTERED OR UNREGISTERED EASEMENT OR OTHER RIGHT THROUGH OR AROUND THE LAND;

35271702A

V2

66TLA

Page 4 of 12 13

THE BACK OF THIS FORM MUST NOT BE USED

Land Use Victoria contact details: www.delwp.vic.gov.au/property>Contact us

Lease
Section 66(1) Transfer of Land Act 1958



(B) CARRY OUT ANY WORKS THAT MAY BE REQUIRED TO COMPLY WITH THIS LEASE, ANY APPLICABLE LAW OR REQUIREMENT; AND

(C) ENTER THE LAND FOR THE PURPOSES SET OUT IN THIS CLAUSE.

2.2 LESSOR'S EXERCISE OF RIGHTS

EXCEPT IN AN EMERGENCY, THE LESSOR MUST GIVE TO THE LESSEE REASONABLE NOTICE OF ITS INTENDED EXERCISE OF THE RIGHTS SET OUT IN THE PRECEDING CLAUSE. THE LESSOR MUST ONLY EXERCISE THE RIGHTS AT REASONABLE TIMES AND MUST MINIMISE INTERFERENCE TO THE LESSEE WHEN EXERCISING THE RIGHTS.

3. RENT

THE LESSEE COVENANTS TO PAY THE RENT ANNUALLY IN ADVANCE IF DEMANDED BY THE LESSOR;

4. USE OF LAND

4.1 LESSEE'S PERMITTED USE AND NEGATIVE COVENANTS

THE LESSEE MUST NOT:

(A) USE THE LAND FOR ANY PURPOSE OTHER THAN THE PERMITTED USE;

(B) KEEP ANY ANIMALS OR BIRDS IN THE LAND;

(C) DO ANYTHING IN OR ON THE LAND WHICH IN THE REASONABLE OPINION OF THE LESSOR CAUSES OR MAY CAUSE INTERFERENCE OR DANGER TO THE LESSOR OR THE OCCUPIERS OR OWNERS OF ANY OTHER PROPERTY;

(D) USE THE LAND FOR AN ILLEGAL PURPOSE;

(E) INSTALL ANY FIXTURES OR FITTINGS IN, TO OR ON THE LAND EXCEPT THOSE REASONABLY REQUIRED TO CARRY OUT THE PERMITTED USE;

4.2 LESSEE'S POSITIVE COVENANTS

THE LESSEE AT ITS OWN COST MUST:

(A) KEEP THE LAND CLEAN AND NOT PERMIT ANY ACCUMULATION OF USELESS PROPERTY OR RUBBISH IN THEM;

(B) COMPLY WITH ALL REQUESTS, NOTICES, DIRECTIONS AND RECOMMENDATIONS, MADE BY THE LESSOR OR THE INSURER OF THE LAND AS TO THE PREVENTION, DETECTION, EXTINGUISHMENT OR LIMITATION OF FIRE;

(C) ON VACATING THE LAND REMOVE ALL LETTERING, SIGNS, FLAGPOLES, FLAGS, AND OTHER DISTINCTIVE MARKS FROM THE LAND AND MAKE GOOD ANY DAMAGE CAUSED BY THE REMOVAL; AND

(D) PROVIDE THE LESSOR (AND KEEP THE LESSOR UPDATED WHEN IT CHANGES) WITH THE NAME, ADDRESS, TELEPHONE AND FACSIMILE TRANSMISSION NUMBERS OF A PERSON OR PERSONS TO CONTACT DURING AND AFTER BUSINESS HOURS IF AN EMERGENCY ARISES WHICH AFFECTS THE LAND. AND

(E) OBTAIN, MAINTAIN AND COMPLY WITH ALL CONSENTS OR APPROVALS FROM ALL AUTHORITIES WHICH, FROM TIME TO TIME, ARE NECESSARY OR APPROPRIATE FOR THE PERMITTED USE. THE LESSEE MUST NOT BY ANY ACT OR OMISSION CAUSE OR PERMIT ANY CONSENT OR APPROVAL TO LAPSE OR BE REVOKED.

5. COMPLIANCE WITH LAWS AND REQUIREMENTS

35271702A

V2

66TLA

Page 5 of 12 **13**

THE BACK OF THIS FORM MUST NOT BE USED

Land Use Victoria contact details: www.delwp.vic.gov.au/property>Contact us

Lease

Section 66(1) Transfer of Land Act 1958



5.1 COMPLIANCE WITH LAWS

- (A) THE LESSEE, AT ITS OWN COST, MUST COMPLY WITH ALL LAWS AND REQUIREMENTS RELATING TO THE LAND, THE SERVICES, THE LESSEE'S PROPERTY AND THE PERMITTED USE. IF THE LESSEE RECEIVES ANY NOTICE ASSOCIATED WITH ANY LAW OR REQUIREMENT, THE LESSEE MUST PROMPTLY PROVIDE A COMPLETE COPY OF THE NOTICE TO THE LESSOR; AND
- (B) BEFORE COMPLYING WITH ANY LAW OR REQUIREMENT, THE LESSEE MUST:
 - (I) IF APPLICABLE OBTAIN THE WRITTEN CONSENT OF THE LESSOR WHICH IS NOT TO BE UNREASONABLY WITHHELD; AND
 - (II) OBSERVE THE PROVISIONS OF THIS LEASE.

5.2 STRUCTURAL ALTERATIONS

DESPITE CLAUSE 5.1, THE LESSEE IS ONLY REQUIRED TO CARRY OUT STRUCTURAL ALTERATIONS OR ADDITIONS TO THE LAND IF THEY ARE CAUSED BY, CONTRIBUTED TO OR ARISE FROM:

- (A) THE SPECIFIC NATURE OF THE PERMITTED USE;
- (B) ANY DELIBERATE OR NEGLIGENT ACT OR OMISSION ON THE PART OF THE LESSEE OR OF THE LESSEE'S EMPLOYEES; OR
- (C) ANY CHANGE IN THE MANNER OR NATURE OF THE CONDUCT OF THE PERMITTED USE.

5.3 LESSOR MAY COMPLY WITH LAWS IF LESSEE DEFAULTS

THE LESSOR MAY ELECT TO COMPLY WITH ANY LAW OR REQUIREMENT REFERRED TO IN CLAUSE 5 EITHER IN PART OR WHOLE AND MAY ELECT TO HAVE THE BALANCE OF ANY SUCH LAW OR REQUIREMENT COMPLIED WITH BY THE LESSEE. IF THE LESSOR DOES THIS:

- (A) ANY COSTS INCURRED BY THE LESSOR MUST BE PAID BY OR REIMBURSED TO THE LESSOR BY THE LESSEE; AND
- (B) IT IS WITHOUT PREJUDICE TO ANY OF THE LESSOR'S OTHER RIGHTS IN RESPECT OF NON-COMPLIANCE BY THE LESSEE WITH ITS OBLIGATIONS UNDER THIS LEASE.

5.4 LESSOR'S COMPLIANCE COSTS

IF COMPLIANCE WITH A LAW OR REQUIREMENT WAS THE LESSEE'S RESPONSIBILITY BUT WAS UNDERTAKEN BY THE LESSOR, THE LESSEE MUST ON DEMAND PAY TO THE LESSOR ALL COSTS INCURRED BY OR ON BEHALF OF THE LESSOR.

6. MAINTENANCE REPAIRS ALTERATIONS AND ADDITIONS

6.1 GENERAL REPAIRING OBLIGATION

THE LESSOR MUST DURING THE TERM AND ANY EXTENSION OR HOLDING OVER KEEP THE LAND, THE LESSOR'S FIXTURES, SERVICES, THE APPURTENANCES AND THE LESSEE'S PROPERTY:

- (A) IN GOOD REPAIR AND CONDITION; AND
- (B) CLEAN AND TIDY.

6.2 LESSOR'S RIGHT OF INSPECTION

THE LESSOR OR THE LESSOR'S AGENTS MAY ENTER THE LAND AND VIEW ITS CONDITION.

6.3 LESSOR MAY ENTER TO REPAIR

THE LESSOR, AND THOSE AUTHORISED BY THE LESSOR, MAY AT ALL REASONABLE TIMES ENTER THE LAND TO CARRY OUT ANY WORKS AND REPAIRS ON OR IN THE LAND. IN DOING SO THE LESSOR MUST ENDEAVOUR NOT TO CAUSE UNDUE INCONVENIENCE TO THE LESSEE.

35271702A

V2

66TLA

Page 6 of 13

THE BACK OF THIS FORM MUST NOT BE USED

Land Use Victoria contact details: www.delwp.vic.gov.au/property>Contact us

Lease

Section 66(1) Transfer of Land Act 1958



6.4 ALTERATIONS TO LAND

THE LESSEE MAY, AT ITS COST, CARRY OUT ANY ALTERATIONS IT REQUIRES TO THE LAND SUBJECT TO OBTAINING THE APPROVAL OF ALL RELEVANT AUTHORITIES AND SUBJECT TO THE CONSENT OF THE LESSOR WHICH WILL NOT BE UNREASONABLY WITHHELD OR DELAYED.

6.5 NOTICE TO LESSOR OF DAMAGE, ACCIDENT ETC.

THE LESSEE MUST IMMEDIATELY GIVE NOTICE TO THE LESSOR OF ANY:

- (A) DAMAGE (WHETHER OCCASIONED BY FAIR WEAR AND TEAR OR OTHERWISE), ACCIDENT TO OR DEFECTS IN THE LAND OR THE SERVICES;
- (B) CIRCUMSTANCES LIKELY TO CAUSE ANY DAMAGE OR INJURY OCCURRING WITHIN THE LAND OF WHICH THE LESSEE HAS NOTICE (ACTUAL OR CONSTRUCTIVE);
- (C) ANY FAULTY SERVICE; OR
- (D) NOTICE FROM ANY AUTHORITY.

7. ASSIGNMENT AND SUBLETTING

7.1 NO DISPOSAL OF LESSEE'S INTEREST

THE LESSEE MUST NOT WITHOUT THE PRIOR WRITTEN CONSENT OF THE LESSOR:

- (A) ASSIGN, TRANSFER, SUB LET, GRANT ANY LICENCE, MORTGAGE, CHARGE, ENCUMBER OR PART WITH OR SHARE THE POSSESSION OF OR OTHERWISE DEAL WITH OR DISPOSE OF THE LESSEE'S ESTATE OR INTEREST IN THE LAND OR ANY PART OF THE LAND; OR
- (B) DECLARE ITSELF TRUSTEE OF THE LAND OR ANY PART OF THE LAND OR OF ANY LEGAL OR EQUITABLE ESTATE OR INTEREST IN THE LAND.

7.2 LESSOR'S CONSENT

THE LESSOR WILL CONSENT TO A PROPOSED ASSIGNMENT OR SUB LEASE OF THE LAND IF:

- (A) THE LESSEE IS NOT AT THE TIME IN BREACH OF THIS LEASE;
- (B) THE LESSEE PROVES TO THE REASONABLE SATISFACTION OF THE LESSOR THAT THE PROPOSED ASSIGNEE OR SUB LESSEE IS A RESPECTABLE, RESPONSIBLE AND SOLVENT PERSON.
- (C) THE LESSEE ARRANGES FOR THE PROPOSED ASSIGNEE OR SUB LESSEE TO EXECUTE A DEED OF ASSIGNMENT OF LEASE OR A SUB LEASE (AS THE CASE MAY BE):
 - (I) TO WHICH THE LESSOR IS A PARTY;
 - (II) IN A FORM APPROVED BY THE LESSOR OR ITS SOLICITORS; AND
 - (III) WHICH FOR AN ASSIGNMENT CONTAINS A COVENANT BY THE ASSIGNEE TO BE BOUND BY THE TERMS OF THE LEASE INCLUDING THE PERMITTED USE; AND
- (D) THE LESSEE PAYS TO THE LESSOR ALL COSTS INCURRED BY THE LESSOR IN ENQUIRING AS TO THE RESPECTABILITY, RESPONSIBILITY AND SOLVENCY OF THE PROPOSED ASSIGNEE OR SUB LESSEE AND OF OBTAINING THE APPROVAL BY THE LESSOR'S SOLICITORS OF THE DOCUMENTS REFERRED TO IN THIS CLAUSE.

7.3 CHANGE TO PERMITTED USE

THE LESSOR MAY WITHHOLD ITS CONSENT TO ASSIGNMENT OR SUBLEASE OF THE LAND IF THE ASSIGNEE OR SUBLESSEE PROPOSES TO USE THE LAND FOR ANY PURPOSE OTHER THAN THE PERMITTED USE.

7.4 ACCEPTANCE OF RENT BY LESSOR

35271702A

V2

66TLA

Page 7 of 12 13

THE BACK OF THIS FORM MUST NOT BE USED

Land Use Victoria contact details: www.delwp.vic.gov.au/property>Contact us

Lease

Section 66(1) Transfer of Land Act 1958



THE ACCEPTANCE BY THE LESSOR OF ANY RENT OR OTHER PAYMENT FROM ANY PERSON OTHER THAN THE LESSEE DOES NOT CONSTITUTE AN ACKNOWLEDGMENT BY THE LESSOR THAT IT RECOGNISES THAT PERSON AS THE AUTHORISED ASSIGNEE OR SUB LESSEE.

7.5 S.144 EXCLUDED

SECTION 144 OF THE PROPERTY LAW ACT 1958 DOES NOT APPLY TO THIS LEASE.

8. LESSEE'S RISK, RELEASE AND INDEMNITY

- (A) THE LESSEE OCCUPIES AND USES THE LAND AT THE LESSEE'S OWN RISK.
- (B) THE LESSEE RELEASES THE LESSOR FROM LIABILITY FOR ANY DAMAGE, LOSS, INJURY OR DEATH OCCURRING ON THE LAND, EXCEPT TO THE EXTENT THAT THIS WAS CAUSED OR CONTRIBUTED TO BY THE LESSOR'S ACT, OMISSION, NEGLIGENCE OR DEFAULT.
- (C) THE LESSEE INDEMNIFIES THE LESSOR AGAINST ANY ACTION OR DEMAND ARISING FROM ANY DAMAGE, LOSS, INJURY OR DEATH CAUSED OR TO THE EXTENT CONTRIBUTED TO BY:
 - (I) THE LESSEE'S USE OR OCCUPATION OF THE LAND;
 - (II) ANY ACT OR OMISSION OF THE LESSEE ON THE LAND; AND
 - (III) THE LESSEE'S NEGLIGENCE OR A BREACH OF THIS LEASE BY THE LESSEE,
 EXCEPT TO THE EXTENT THAT THE LESSOR CAUSED OR CONTRIBUTED TO THE DAMAGE, LOSS, INJURY OR DEATH BY ITS ACT, OMISSION, NEGLIGENCE OR DEFAULT.

9. INSURANCE

- (A) ON OR PRIOR TO THE COMMENCEMENT DATE, THE LESSEE MUST EFFECT AND MAINTAIN THROUGHOUT THE TERM OF THIS LEASE A PUBLIC RISK INSURANCE POLICY IN A SUM OF AT LEAST \$20,000,000.00 OR SUCH SUM AS REASONABLY REQUIRED BY THE LESSOR.
- (B) THE LESSEE MUST:
 - (I) ON OR PRIOR TO THE COMMENCEMENT DATE, PROVIDE THE LESSOR A CERTIFICATE OF CURRENCY FOR THE INSURANCE SET OUT IN CLAUSE 9(A) AND UPON REQUEST (BUT NOT MORE THAN ONCE ANNUALLY) DURING THE TERM OF THIS LEASE;
 - (II) PROMPTLY PAY ALL PREMIUMS AND OTHER MONEY PAYABLE IN RESPECT OF ITS INSURANCES; AND
 - (III) NOT DO OR PERMIT ANY ACT MATTER OR THING ON THE LAND WHICH PREJUDICES OR INVALIDATES THE LESSOR'S INSURANCES.
- (C) FOR SO LONG AS THE LESSEE IS THE ROMAN CATHOLIC TRUSTS CORPORATION FOR THE DIOCESE OF MELBOURNE THE LESSEE MAY SATISFY THE REQUIREMENTS OF THIS CLAUSE 9 BY NOTING THE LAND ON ITS GLOBAL POLICIES.

10. LESSOR'S COVENANT

10.1 QUIET ENJOYMENT

IF THE LESSEE PAYS THE RENT AND OBSERVES AND PERFORMS IN A TIMELY FASHION ITS OBLIGATIONS UNDER THIS LEASE, THE LESSEE MAY OCCUPY AND ENJOY THE LAND DURING THE TERM WITHOUT ANY INTERRUPTION BY THE LESSOR OR BY ANY PERSON CLAIMING THROUGH THE LESSOR EXCEPT AS PROVIDED IN THIS LEASE.

10.2 ACCESS

THE LESSOR MUST ENSURE THAT THE LESSEE AND THE VISITORS TO THE LAND HAVE ACCESS TO THE LAND BETWEEN THE HOURS OF 9.00 A.M. AND 5.00 P.M. MONDAY TO FRIDAY, EXCLUDING

35271702A

V2

66TLA

Page 8 of 13

THE BACK OF THIS FORM MUST NOT BE USED

Land Use Victoria contact details: www.delwp.vic.gov.au/property>Contact us

Lease
Section 66(1) Transfer of Land Act 1958



PUBLIC HOLIDAYS.

10.3 HERITAGE MATTERS

(A) THE LESSEE ACKNOWLEDGES THAT THE LESSOR HAS A CONSERVATION MANAGEMENT PLAN FOR THE PROPERTY (CONSERVATION MANAGEMENT PLAN) WHICH MAY REQUIRE AMENDMENT.

(B) THE LESSOR WILL REVIEW THE CONSERVATION MANAGEMENT PLAN WITHIN 6 MONTHS OF THE COMMENCEMENT DATE TO ENSURE THAT THE LAND IS IDENTIFIED IN THAT CONSERVATION MANAGEMENT PLAN AS THE MEMORIAL GARDEN FOR ST MARY OF THE CROSS MACKILLOP.

(C) ONCE THE CONSERVATION MANAGEMENT PLAN HAS BEEN FINALISED THE LESSOR MUST PREPARE A MAINTENANCE PLAN AND PROVIDE A COPY TO THE LESSEE FOR REVIEW AND COMMENT. THE LESSOR MUST CONSIDER ANY COMMENTS PROVIDED BY THE LESSEE IN GOOD FAITH.

(D) IF, AT ANY TIME DURING THE TERM, THE LESSOR WISHES TO VARY THE MAINTENANCE PLAN IN A MATERIAL WAY IT MUST GIVE NOTICE TO THE LESSEE AND PROVIDE A COPY OF THE AMENDED PLAN FOR THE LESSEE'S REVIEW AND COMMENT. THE LESSOR MUST CONSIDER ANY COMMENTS PROVIDED BY THE LESSEE IN GOOD FAITH.

(E) THE LESSEE ACKNOWLEDGES THAT THE LESSOR WILL BE SEEKING TO OBTAIN THE CONSENT OF HERITAGE VICTORIA TO AMEND THE STATEMENT OF SIGNIFICANCE FOR THE PROPERTY IN THE VICTORIAN HERITAGE REGISTER TO UPDATE THAT STATEMENT TO RECOGNISE THE LAND AS THE MEMORIAL GARDEN FOR ST MARY OF THE CROSS MACKILLOP.

11. DEFAULT

(A) IF THE LESSEE BREACHES A MATERIAL TERM OF THIS LEASE, THE LESSOR MUST GIVE THE LESSEE A NOTICE DESCRIBING THE BREACH AND REQUIRING THE LESSEE EITHER TO REMEDY THE BREACH (IF IT CAN BE REMEDIED) OR TO MAKE REASONABLE MONETARY COMPENSATION TO THE LESSOR HAVING REGARD TO THE NATURE OF THE BREACH.

(B) THE LESSOR MUST GIVE THE LESSEE AT LEAST 28 DAYS TO OBEY THE LESSOR'S NOTICE OR SUCH LONGER PERIOD AS IS REASONABLE, HAVING REGARD TO THE NATURE OF THE BREACH.

(C) IF THE LESSEE BREACHES THIS LEASE AND DOES NOT REMEDY THE BREACH WITHIN THE TIME REQUIRED, THE LESSOR MAY, WITHOUT LIMITING ANY OTHER ENTITLEMENTS, RE ENTER AND TAKE POSSESSION OF THE LAND AND END THIS LEASE.

12. DETERMINATION OF TERM

12.1 LESSEE TO YIELD UP

THE LESSEE MUST AT THE EXPIRATION OR SOONER DETERMINATION OF THE TERM:

(A) VACATE THE LAND IN GOOD REPAIR AND CONDITION IN ACCORDANCE WITH THE LESSEE'S COVENANTS AND CONDITIONS IN THIS LEASE; AND

(B) PROMPTLY RETURN TO THE LESSOR ALL KEYS AND KEY CARDS TO DOORS AND LOCKING DEVICES AT THE LAND.

13. MISCELLANEOUS

13.1 NOTICES

35271702A

V2

66TLA

Page 9 of 13

THE BACK OF THIS FORM MUST NOT BE USED

Land Use Victoria contact details: www.delwp.vic.gov.au/property>Contact us

Lease
Section 66(1) Transfer of Land Act 1958



- (A) ANY NOTICE SERVED OR GIVEN BY EITHER PARTY PURSUANT TO THIS LEASE WILL BE VALID IF SIGNED BY ANY DIRECTOR, ALTERNATE DIRECTOR, SECRETARY, EXECUTIVE OFFICER, ATTORNEY, MANAGING AGENT OR SOLICITORS FOR THE TIME BEING OF THAT PARTY OR ANY OTHER PERSON NOMINATED FROM TIME TO TIME BY THAT PARTY.
- (B) EACH PARTY MUST PROMPTLY PROVIDE THE OTHER PARTY WITH A NOTICE CONTAINING FULL PARTICULARS OF THE ADDRESS, FACSIMILE INFORMATION OF THE PARTY GIVING THE NOTICE AND IN THE CASE OF THE LESSEE, OF ANY GUARANTORS, AND MUST UPDATE THE NOTICE IF THERE IS ANY CHANGE.
- (C) ANY NOTICE REQUIRED TO BE SERVED OR WHICH THE LESSOR MAY ELECT TO SERVE ON THE LESSEE WILL BE SUFFICIENTLY SERVED IF:
 - (I) SERVED PERSONALLY AT THE REGISTERED OFFICE OF THE LESSEE OR IF LEFT ADDRESSED TO THE LESSEE ON THE LAND; OR
 - (II) SENT BY FACSIMILE TRANSMISSION TO THE LESSEE'S FACSIMILE MACHINE; OR
 - (III) FORWARDED BY PREPAID SECURITY POST TO THE LAST KNOWN PLACE OF BUSINESS OR ABODE OF THE LESSEE OR THE LESSEE'S REGISTERED OFFICE IF THE LESSEE IS A CORPORATION.
- (D) ANY NOTICE REQUIRED TO BE SERVED ON THE LESSOR WILL BE SUFFICIENTLY SERVED IF:
 - (I) SERVED PERSONALLY;
 - (II) SENT BY FACSIMILE TRANSMISSION TO THE LESSOR'S FACSIMILE MACHINE; OR
 - (III) FORWARDED BY PREPAID SECURITY POST ADDRESSED TO THE LESSOR.
- (D) ALL NOTICES MUST BE ADDRESSED TO THE LESSOR AT THE ADDRESS SPECIFIED IN THIS LEASE OR AT SUCH OTHER ADDRESS AS THE LESSOR FROM TIME TO TIME NOMINATES.
- (E) ANY NOTICE SENT:
 - (I) BY POST, WILL BE DEEMED TO BE SERVED TWO BUSINESS DAYS AFTER THE DAY IT WAS POSTED; OR
 - (II) BY FACSIMILE, WILL BE DEEMED TO HAVE BEEN SERVED UNLESS THE RECEIVING MACHINE PROMPTLY INDICATES ANY MALFUNCTION IN THE TRANSMISSION; OR
 - (III) PERSONALLY, ON THE DATE OF SERVICE.

13.2 EASEMENTS

THE LESSOR MAY GRANT RIGHTS OF SUPPORT AND ENTER INTO ANY ARRANGEMENT OR AGREEMENT WITH ANY PARTY WITH AN INTEREST IN ANY ADJACENT LAND OR WITH ANY AUTHORITY AS THE LESSOR THINKS FIT FOR THE PURPOSE OF:

- (A) PUBLIC OR PRIVATE ACCESS TO THE LAND; OR
- (B) SUPPORT OF STRUCTURES ERECTED ON ADJOINING LAND; OR
- (C) THE PROVISION OF SERVICES.

THE LESSOR MUST NOT EXERCISE ITS RIGHTS UNDER THIS CLAUSE TO SUBSTANTIALLY AND PERMANENTLY DEROGATE FROM THE ENJOYMENT OF THE RIGHTS OF THE LESSEE UNDER THIS LEASE.

13.3 OVERHOLDING

IF THE LESSEE REMAINS IN OCCUPATION OF THE LAND WITHOUT OBJECTION BY THE LESSOR

35271702A

V2

66TLA

13

Page 10 of 12

THE BACK OF THIS FORM MUST NOT BE USED

Land Use Victoria contact details: www.delwp.vic.gov.au/property>Contact us

Lease

Section 66(1) Transfer of Land Act 1958



AFTER THE END OF THE TERM:

- (A) THE LESSEE WILL BE DEEMED A LESSEE ON THE TERMS OF THIS LEASE FROM MONTH TO MONTH; AND
- (B) EITHER PARTY MAY END THE LEASE BY GIVING TO THE OTHER PARTY AT ANY TIME ONE MONTH'S NOTICE.

13.4 CO-OPERATION

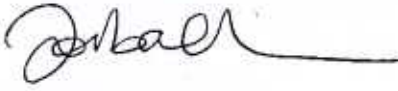
THE PARTIES AGREE THAT THEY WILL WORK CO-OPERATIVELY WITH REGARD TO MATTERS THAT AFFECT THE LAND AND THE ADJOINING PROPERTY OWNED BY THE LESSOR IN ORDER TO ENSURE THAT THE LAND MAY BE USED FOR THE PERMITTED USE.

Signing:

Certifications

- 1.The Certifier has taken reasonable steps to verify the identity of the applicant.
- 2.The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
- 3.The Certifier has retained the evidence supporting this Registry Instrument or Document.
- 4.The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of ST VINCENT'S HEALTHCARE LIMITED

Signer Name **JULIA ORBACH**
 Signer Organisation **HERBERT SMITH FREEHILLS**
 Signer Role **AUSTRALIAN LEGAL PRACTITIONER**
 Signature 
 Execution Date **21/6/2018**

Signing:

35271702A

V2

66TLA

Page 11 of ~~12~~¹³

THE BACK OF THIS FORM MUST NOT BE USED


Land Use Victoria contact details: www.delwp.vic.gov.au/property>Contact us

Lease
Section 66(1) Transfer of Land Act 1958



Certifications

- 1.The Certifier has taken reasonable steps to verify the identity of the applicant.
- 2.The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
- 3.The Certifier has retained the evidence supporting this Registry Instrument or Document.
- 4.The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of THE ROMAN CATHOLIC TRUSTS CORPORATION FOR THE DIOCESE OF 
 Signer Name MELBOURNE
 Signer Organisation ALISON LORRAINE KENNEDY
 Signer Role CLAYTON UTZ AUSTRALIAN LEGAL PRACTITIONER

Signature


4/6/18

Execution Date

35271702A

V2

66TLA

13

Page 12 of 12

THE BACK OF THIS FORM MUST NOT BE USED

Land Use Victoria contact details: www.delwp.vic.gov.au/property>Contact us

LEASE PLAN - ST MARY OF THE CROSS MEMORIAL GARDEN

POSTAL ADDRESS

DODGHUN HOUSE
 7 BRUNSWICK STREET
 FITZROY

LOCATION OF LAND

TITLE REFERENCES VOL. 10167 FOL. 796
 LOT 1 ON PS439965J

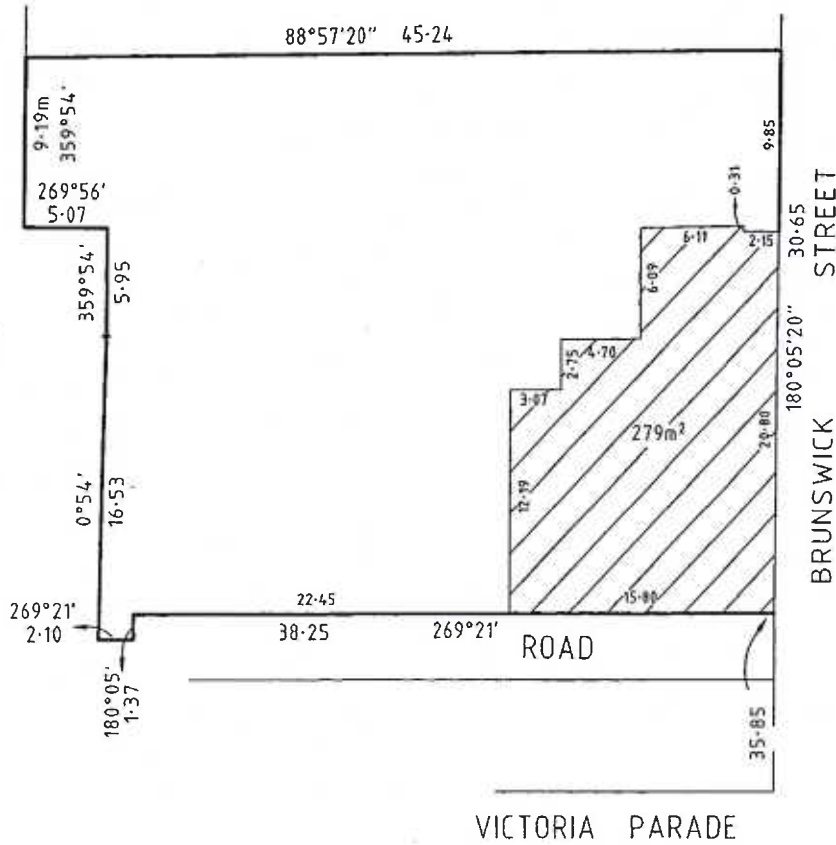
NOTATIONS



LAND SHOWN THUS TO BE LEASED
 (INCLUDING HIGH BRICK FENCE ON
 THE BRUNSWICK STREET FRONTAGE)

AR267385Q

20/07/2019 \$96.10 66



ORIGINAL SHEET SIZE: A3		CERTIFICATION BY SURVEYOR	SHEET 1 OF 2
SCALE 1:250			
SURVEYORS FILE REF: CG110395-2verE			
<p>Level 4, 800 Swanston Street, Melbourne, VIC 3000 Phone +61 3 9419 3277 Fax +61 3 9415 3708 Email: vic@cardno.com.au Web: www.cardno.com.au/2016</p>		Peter Sullivan / 2 VERSION E	

Page 13 of 13 km

LEASE PLAN - ST MARY OF THE CROSS MEMORIAL GARDEN

POSTAL ADDRESS

DODGHUN HOUSE
 7 BRUNSWICK STREET
 FITZROY

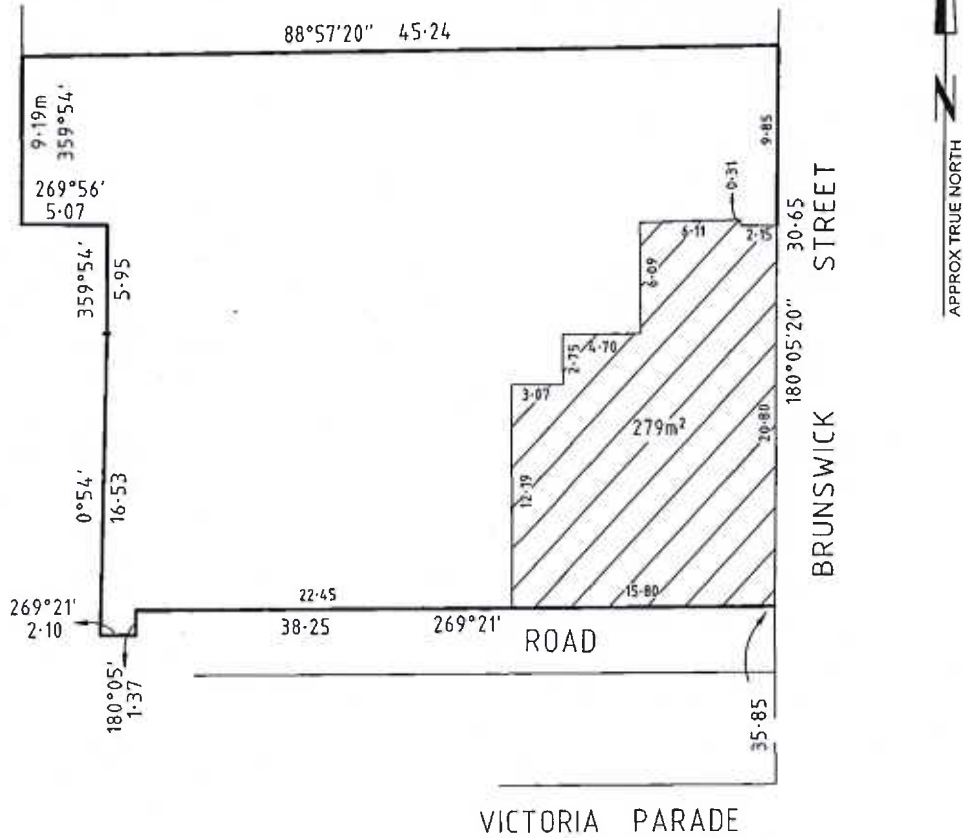
LOCATION OF LAND

TITLE REFERENCES VOL. 10167 FOL. 796
 LOT 1 ON PS439965J

NOTATIONS



LAND SHOWN THUS TO BE LEASED
 (INCLUDING HIGH BRICK FENCE ON
 THE BRUNSWICK STREET FRONTAGE)



ORIGINAL SHEET SIZE: A3		CERTIFICATION BY SURVEYOR		SHEET 1 OF 2	
SCALE 1:250					
SURVEYORS FILE REF: CG110395-2verE					
<p>Level 6, 801 Swanston Street, Melbourne, VIC 3000 Phone: +61 3 4810 7777 Fax: +61 3 4810 7788 Email: cardno@cardno.com.au Website: www.cardno.com.au</p>		Peter Sullivan / 2 VERSION E			

Transfer of land - creating an easement and/or restrictive covenant

Section 45 Transfer of Land Act 1958



U

Lodged by

Name: *Herbert Smith Freehills*

Phone:

Address:

Reference:

Customer code: *2961C*

The transferor transfers to the transferee the estate and interest specified in the land described for the consideration expressed:

- together with any easements created by this transfer;
- subject to the encumbrances affecting the land, including any created by dealings lodged for registration before the lodging of this transfer; and
- subject to any easements reserved by this transfer or restrictive covenant contained or covenant created pursuant to statute and included in this transfer.

Land: (volume and folio)

CERTIFICATE OF TITLE VOLUME 10560 FOLIO 131

Estate and interest: (e.g. all my estate in fee simple)

ALL MY ESTATE IN FEE SIMPLE

Consideration:

\$8,000,000

Transferor: (full name)

THE ROMAN CATHOLIC TRUSTS CORPORATION FOR THE DIOCESE OF MELBOURNE

Transferee: (full name and address, including postcode)

ST VINCENT'S HEALTHCARE LIMITED, LEVEL 22, 100 WILLIAM STREET, WOOLLOOMOOLOO NSW 2011

Creation and/or reservation of easement and/or restrictive covenant

AND THE TRANSFEEE FOR ITSELF AND ITS HEIRS, EXECUTORS, ADMINISTRATORS, ASSIGNS AND TRANSFEEES AND THE REGISTERED PROPRIETOR OR PROPRIETORS FOR THE TIME BEING CERTIFICATE OF TITLE VOLUME 10560 FOLIO 131 HEREBY TRANSFERRED AND EACH AND EVERY PART OF IT DO COVENANT WITH THE TRANSFEROR AND THE REGISTERED PROPRIETOR OR PROPRIETORS FOR THE TIME BEING OF CERTIFICATES OF TITLE VOLUME 2209 FOLIOS 644 AND 677 AND VOLUME 2394 FOLIO 704 AND EACH AND EVERY PART OF IT THAT THE TRANSFEEE

35271702A

45-2TLA

Page 1 of 5

THE BACK OF THIS FORM MUST NOT BE USED

Land Use Victoria contact details: www.delwp.vic.gov.au/property>Contact us

**Transfer of land - creating an easement and/or
restrictive covenant**
Section 45 Transfer of Land Act 1958



WILL NOT:

(A) USE OR PERMIT OR ALLOW TO BE USED THAT PART OF THE LAND HATCHED ON THE PLAN ATTACHED AS ANNEXURE ONE (ST MARY OF THE CROSS MEMORIAL GARDEN) FOR ANY PURPOSE OTHER THAN A MEMORIAL GARDEN;

(B) DO ANYTHING OR PERMIT OR ALLOW ANY PERSON TO DO ANYTHING WHICH WOULD PREVENT MEMBERS OF THE PUBLIC FROM HAVING ACCESS TO THE ST MARY OF THE CROSS MEMORIAL GARDEN BETWEEN THE HOURS OF 9.00 AM. AND 5.00 PM MONDAY TO FRIDAY, EXCLUDING PUBLIC HOLIDAYS;

(C) DO ANYTHING OR PERMIT OR ALLOW ANY PERSON TO DO ANYTHING WHICH ALLOWS THE ST MARY OF THE CROSS MEMORIAL GARDEN TO FALL INTO DISREPAIR.

AND IT IS INTENDED THAT THIS COVENANT WILL BE SET OUT AS AN ENCUMBRANCE ON THE CERTIFICATE OF TITLE TO THE LAND HEREBY TRANSFERRED AND WILL RUN WITH THE LAND.

Signing:

35271702A

45-2TLA

Page 2 of 46

THE BACK OF THIS FORM MUST NOT BE USED

Land Use Victoria contact details: www.delwp.vic.gov.au/property>Contact us

Transfer of land - creating an easement and/or restrictive covenant
Section 45 Transfer of Land Act 1958



Certifications

- 1.The Certifier has taken reasonable steps to verify the identity of the applicant.
- 2.The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
- 3.The Certifier has retained the evidence supporting this Registry Instrument or Document.
- 4.The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of THE ROMAN CATHOLIC TRUSTS CORPORATION FOR THE DIOCESE OF MELB

Signer Name *MELBOURNE*
Alison Howard Kennedy
Signer Organisation CLAYTON UTZ
Signer Role AUSTRALIAN LEGAL PRACTITIONER

Signature

A handwritten signature in black ink, appearing to be 'AK' with a flourish.

Execution Date

20/6/18

Signing:

35271702A

45-2TLA

Page 3 of 4⁵

THE BACK OF THIS FORM MUST NOT BE USED

Land Use Victoria contact details: www.delwp.vic.gov.au/property>Contact us

Transfer of land - creating an easement and/or restrictive covenant
Section 45 Transfer of Land Act 1958



Certifications

- 1.The Certifier has taken reasonable steps to verify the identity of the applicant.
- 2.The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
- 3.The Certifier has retained the evidence supporting this Registry Instrument or Document.
- 4.The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of ST VINCENT'S HEALTHCARE LIMITED

Signer Name JULIA ORBACH

Signer Organisation HERBERT SMITH FREEHILLS

Signer Role AUSTRALIAN LEGAL PRACTITIONER

Signature

A handwritten signature in black ink, appearing to read 'J Orbach', written over a horizontal line.

Execution Date

21/6/2018

35271702A

45-2TLA

Page 4 of 45

THE BACK OF THIS FORM MUST NOT BE USED

Land Use Victoria contact details: www.delwp.vic.gov.au/property>Contact us

ANNEXURE ONE

LEASE PLAN - ST MARY OF THE CROSS MEMORIAL GARDEN

POSTAL ADDRESS

DODGHUN HOUSE
7 BRUNSWICK STREET
FITZROY

LOCATION OF LAND

TITLE REFERENCES VOL. 10167 FOL. 796
LOT 1 ON PS439965J

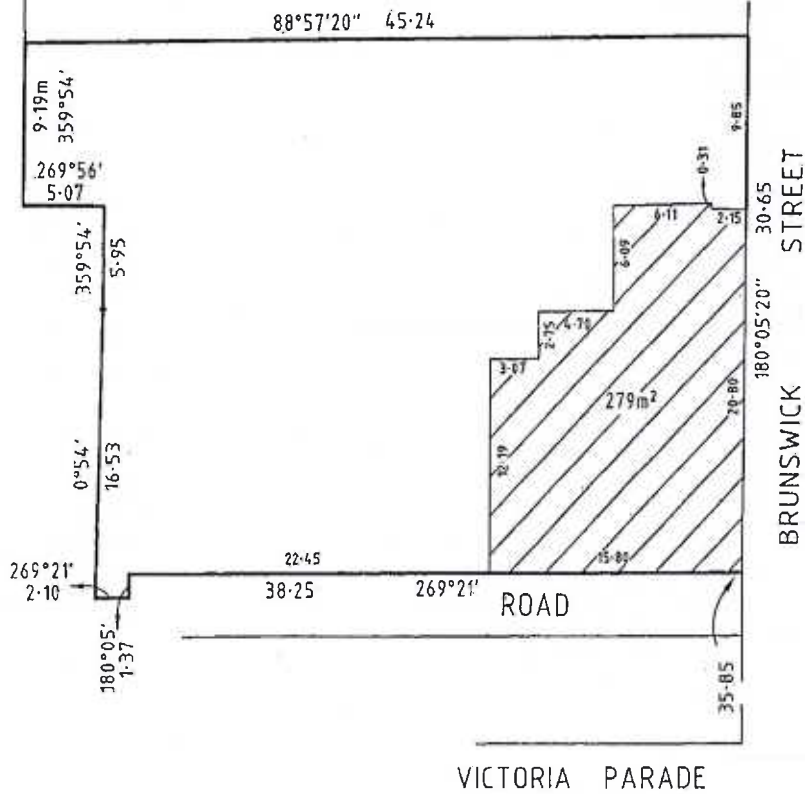
NOTATIONS



IS THE ST MARY OF THE
TO BE LEASED CROSS
(INCLUDING HIGH BRICK FENCE ON MEMORIAL GARDEN
THE BRUNSWICK STREET FRONTAGE)

AR267384S

20/07/2018 \$3606 45



ORIGINAL SHEET SIZE: A3

SCALE 1:250

SURVEYORS FILE REF: CG110395-2verE

AWP: 47 100 00 010
Levels: N51 Brisbane Street, Melbourne, VIC 3000
Phone: +61 3 9412 1111 Fax: +61 3 9412 1100
Email: info@cardno.com.au Web: www.cardno.com.au

CERTIFICATION BY SURVEYOR

SHEET 1 OF 2

Peter Sullivan / 2 VERSION E