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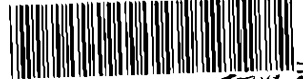
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FORM 2

Reg 220 Subdivision (Body Corporate) Regulations 2001



SUBDIVISION ACT 1988



NOTIFICATION OF MAKING, AMENDMENT OR REVOCATION OF RULES

To the Registrar

Body Corporate 10 Plan of Subdivision 501398Y

Attached is a copy of

1. The rules of the/ Body Corporate currently in force.
2. The special resolution passed on 15th day of December 2004 under regulation 220 of the Subdivision (Body Corporate) Regulations 2001 authorising the making amendment or revocation of the additional rules of the body corporate.

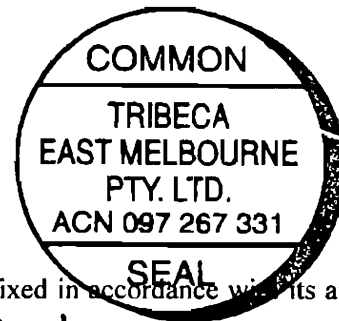
Dated this 15th day of December 2004

In accordance with regulation 311 of the Subdivision (Body Corporate) Regulations 2001 the seal of Body Corporate 10 Plan of Subdivision 501398Y was hereto affixed in accordance with a special resolution dated 15th day of December 2004 in the presence of:

Seal of the Body Corporate 10 Plan of Subdivision 501398Y



Seal of Tribeca East Melbourne Pty Ltd
ACN 097 267 331



The common seal of Tribeca East Melbourne Pty Ltd was affixed in accordance with its articles of association in the presence of:

.....
Signature Alternate Director of Tribeca
East Melbourne Pty Ltd

.....
Signature Director or Secretary of Tribeca East
Melbourne Pty Ltd

.....
Stephen Carl Wolf
C/- Level 10/650 Chapel Street, South Yarra

.....
John Cameron Crane
C/- Level 1/6 Riverside Quay, Southbank



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TRIBECA P.S. 501398Y

BODY CORPORATE RULES - BODIES CORPORATE NO. 3, 4, 5, 7, 9 & 10

In these rules:

- (a) "Building" means the building in which all of the lots affected by the body corporate are located.
- (b) "Development" means the mixed use complex known as Tribeca, East Melbourne of which the Building forms part.
- (c) "Manager" means the Company for the time being appointed by the body corporate as its Manager and a reference in these rules to the body corporate shall, where there is such a Manager, be construed as a reference to that Manager unless the context otherwise requires.
- (d) "Security Key" means a key, magnetic card or other device used to open and close doors, gates or locks in respect of a lot or the common property.
- (e) Unless the context otherwise requires:
 - (i) headings are for convenience only;
 - (ii) words imparting the singular include the plural and vice versa;
 - (iii) an expression imparting a natural person includes any company, partnership, joint venture, association or other body corporate and any governmental authority; and
 - (iv) a reference to a thing includes part of that thing.
- (f) The obligations and restrictions in these rules shall be read subject to the rights, grants or privileges that may be given to any person or persons by the body corporate from time to time and to the extent of any inconsistency, any such rights, grants or privileges, prevail over these rules in respect of the person or persons to whom they are given.

1. SUPPORT AND PROVISION OF SERVICES

- 1.1 Except for the purposes of maintenance and renewal and with the written consent of the body corporate, a proprietor or occupier of a lot must not do anything or permit anything to be done on or in relation to that lot or the common property so that:
 - (a) any support or shelter provided by that lot or the common property for any other lot or the common property is interfered with;
 - (b) the structural and functional integrity of any part of the common property is impaired; or
 - (c) the passage or provision of services through the lot or the common property is interfered with.

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- 1.2 A proprietor or occupier of a lot must not install a safe in a lot without the written consent of the body corporate and before submitting to the body corporate a structural engineering report in respect of the proposed installation.
- 1.3 A proprietor or occupier of a lot must acknowledge that the body corporate may share amongst the members in the body corporate the costs of supply and maintenance of any gas facility or power facility required for heating or air-conditioning to the whole of that body corporate or any common property contained therein. Where any lot is not separately metered in relation to any service, including gas, electricity and/or water, then the member shall pay a proportion of such service and supply charges relating to same on a proportional rate by dividing the lot liability of that lot by the total lot liability of all lots serviced jointly and by no other reference.

2. BEHAVIOUR BY PROPRIETORS AND OCCUPIERS

- 2.1 A proprietor or occupier of a lot must not:
 - (a) create any noise or behave in a manner likely to interfere with the peaceful enjoyment of the proprietor or occupier of another lot or of any person lawfully using common property; or
 - (b) obstruct the lawful use of common property by any person; or
 - (c) without limiting the generality of the foregoing, use hammer drills or jack hammers in a lot between the hours of 2pm and 10am on weekdays or on weekends at all.
- 2.2 A proprietor or occupier of a lot when on common property (if on any part of a lot so as to be visible from another lot or from common property) must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the proprietor or occupier of another lot or to any person lawfully using common property.
- 2.3 A proprietor or occupier of a lot must not smoke in the stairwells, lifts, foyers and carpark forming part of the common property or such other parts of the common property as the body corporate or its Manager may designate from time to time.
- 2.4 A proprietor or occupier of a lot must not use or permit to be used in or on the common property, skateboards, rollers skates or roller blades.
- 2.5 A proprietor or occupier of a lot must not nor permit consumption of alcohol or the taking of glassware onto the common property. ie gardens, swimming pool and gymnasium.
- 2.6 A proprietor or occupier of a lot must not permit disposal of cigarette butts or cigarette ash over balconies.

3. CLEANING OF A LOT

- 3.1 A proprietor or occupier of a lot must keep that lot clean and in good repair.
- 3.2 A proprietor or occupier of a lot must keep all internal gardens and balconies clean, tidy and well maintained.
- 3.3 A proprietor or occupier of a lot must ensure their car parking space(s) are free of oil etc. The body corporate reserves its right to clean any area and charge the owner for the cost incurred.

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4. DAMAGE TO COMMON PROPERTY

4.1 A proprietor or occupier of a lot shall not mark, paint or the like, or otherwise damage or deface, any structure that forms part of the common property with the approval in writing from the body corporate, but this rule does not prevent a proprietor or person authorised by him from installing any locking device for protection of the lot against intruders and complying with any stipulations of the Manager from time to time.

4.2 A proprietor or occupier of a lot must not break the fire regulations by installing unapproved dead locks or peep holes that would void the body corporate's insurance policy.

5. MOVING OF CERTAIN ARTICLES

5.1 A proprietor or occupier of a lot must not move any article likely to cause damage or obstruction through common property without first notifying the body corporate or its Manager in sufficient time to enable a representative of the body corporate or the Manager to be present.

5.2 A proprietor or occupier of a lot may only move an article likely to cause damage or obstruction through common property in accordance with directions of the body corporate, the Manager or the Manager's representative.

5.3 Without limiting the generality of the foregoing rules, a proprietor or occupier of the lot may only move items through the garage lift lobby or other area specifically designated by Tribeca East Melbourne Pty Ltd or the body corporate.

6. INTERFERENCE WITH COMMON PROPERTY AND STORAGE AREAS

6.1 A proprietor or occupier of a lot must not, without the prior written consent of the body corporate, remove any article from the common property placed there by direction or authority of the body corporate and must use all reasonable endeavours to ensure that those articles are used only for their intended use and not damaged.

6.2 A proprietor or occupier of a lot must not, without the written authority of the body corporate or its Manager, interfere with the operation of any equipment installed on the common property.

6.3 A proprietor or occupier of a lot must not modify any air conditioning, heating or ventilation system or associated ducting servicing that lot without the prior written consent of the body corporate.

6.4 A proprietor or occupier of a lot must not install covering to any storage areas without the prior written consent of the body corporate. Any covering must comply with fire regulations i.e. being fire retardant and of a colour approved by the body corporate.

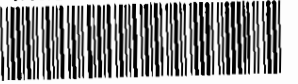
6.5 A proprietor or occupier of a lot must not use that part of a lot designed for use as a car parking space for any other purpose without the prior written consent of the body corporate.

7. SECURITY OF COMMON PROPERTY

7.1 A proprietor or occupier of a lot must not do anything, which may prejudice the security or safety of the common property.

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7.2 A proprietor or occupier of a lot must not allow persons to follow them through the security doors to the property or into the swimming pool, gymnasium, and garden areas

8. NOTIFICATION OF DEFECTS

8.1 A proprietor or occupier of a lot must promptly notify the body corporate or its Manager on becoming aware of any damage to or defect in the common property or any personal property vested in the body corporate.

9. COMPENSATION TO BODY CORPORATE

9.1 The proprietor or occupier of a lot shall compensate the body corporate in respect of any damage to the common property or personal property vested in the body corporate caused by that proprietor or occupier or their respective tenants, licensees or invitees.

10. RESTRICTED USE OF COMMON PROPERTY

10.1 The body corporate may take measures to ensure the security and to preserve the safety of, the common property and the lots affected by the body corporate from fire or other hazards and without limitation may:

- (a) close-off any part of the common property not required for access to a lot on either a temporary or permanent basis or otherwise restrict the access to or use by proprietors or occupiers of any part of the common property.
- (b) permit, to the exclusion of proprietors and occupiers, any designated part of common property to be used by any security person as a means of monitoring security and general safety of the lots, either solely or in conjunction with other lots;
- (c) restrict by means of key or other security device the access of proprietors or occupiers;
- (d) restrict by means of key or other security device the access of the proprietors or occupiers of one level of the lots to any other level of the lots; and
- (e) cancel any security card issued where a proprietor is in arrears in payment of body corporate levies in excess of 2 quarters.

11. SECURITY KEYS

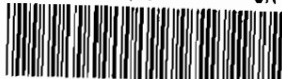
11.1 If the body corporate restricts the access of the proprietors and occupiers under rule 10, the body corporate may make the number of security keys as it determines available to proprietors free of charge. The body corporate may charge a reasonable fee for any additional security key required by a proprietor.

11.2 A proprietor of a lot must exercise a high degree of caution and responsibility in making a security key available for use by any occupier of a lot and must use all reasonable endeavours including without limitation an appropriate stipulation in any lease or licence of a lot to the occupier to ensure the return of the security key to the proprietor or the body corporate.

11.3 A proprietor or occupier of a lot in possession of a security key must not without the body corporate's written consent duplicate the security key or permit it to be duplicated and must take all reasonable precautions to ensure that the security key is not lost or handed to any person other than another proprietor or occupier and is not to dispose of otherwise than by returning it to the proprietor or the body corporate.

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11.4 A proprietor or occupier of a lot must promptly notify the body corporate if a security key issued to him is lost or destroyed.

12. GARBAGE

12.1 A proprietor or occupier of a lot must not deposit or throw garbage onto the common property except into a receptacle or area specifically provided for that purpose.

12.2 A proprietor or occupier of a lot must dispose of garbage in the manner specified by the body corporate from time to time but otherwise:

- (a) glass items must be completely drained, cleaned and deposited in unbroken condition in the area designated for such items by the body corporate;
- (b) recyclable items, without limitation, paper, cardboard and plastic as from time to time nominated by the body corporate must be stored in the area designated for the items by the body corporate;
- (c) all other garbage must be drained and securely wrapped in small parcels deposited in the garbage chute (where one is provided) situated on the common property; and
- (d) all cardboard boxes and packaging must be broken down and neatly packed in the garbage area.

13. STORAGE OF FLAMMABLE LIQUIDS

13.1 A proprietor or occupier of a lot must not:

- (a) except with the written consent of the body corporate, use or store on the lot or common property any flammable chemical, liquid, gas or other flammable material other than chemicals, liquids, gases or other material intended to be used for domestic purposes or in the fuel tank of a motor vehicle; or
- (b) do or permit anything, which may invalidate or suspend any insurance policy effected by the body corporate or cause any premium to be increased without the prior written consent of the body corporate.

14. PETS AND ANIMALS

14.1 A proprietor or occupier of a lot must not keep any animal upon the common property after being given notice by the body corporate to remove such animal once the body corporate has resolved that the animal is causing a nuisance.

14.2 A proprietor or occupier of a lot must ensure that any animal belonging to them does not urinate or defecate on common areas including internal court yards.

14.3 A proprietor or occupier of a lot must ensure that any animal belonging to them must be restrained and on a leash at all times.

14.4 A proprietor or occupier of a lot must ensure that no animals are allowed in the swimming pool or gymnasium.

15. CONSENT OF BODY CORPORATE

15.1 A consent given by the body corporate under these rules will, if practicable, be revocable and may be given subject to conditions including, without limitation, a condition evidenced by a minute of a resolution that the proprietor or occupier for the time being of the lot to which the consent or approval relates is responsible for compliance with the terms of the consent.

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16. COMPLAINTS AND APPLICATIONS

16.1 Any complaint or application to the body corporate must be addressed in writing to the Manager, or where there is no Manager, the secretary of the body corporate.

17. VEHICLES ON COMMON PROPERTY

17.1 A proprietor or occupier of a lot must not park or leave a vehicle on common property so as to obstruct any driveway entrance to a lot, or in any place other than in a parking area specified for such purpose by the body corporate.

17.2 A proprietor or occupier of a lot must not park or permit to be parked any vehicle, trailer or motor cycle other than within parking spaces designated by the body corporate and the body corporate reserves the right to remove offending vehicles, trailer or motor cycles.

17.3 A proprietor or occupier of a lot must not permit oil leakages from any motor vehicle, trailer or motor cycle onto common property or their lot and must reimburse the body corporate for the cost of cleaning and removing any oil stains to the garage or other part of the common property.

17.4 Permanent parking is not permitted in visitor's spaces.

18. STORAGE OF BICYCLES

18.1 A proprietor or occupier of a lot must not:

- (a) permit any bicycle to be stored other than in the areas of the common property designated by the body corporate or its Manager for such purpose and fitted with bicycle racks;
- (b) permit any bicycle to be brought into a lot or the foyer, stairwells, lifts, hallways, garden areas, walkways, balconies or other parts of the common property as may be designated by the body corporate or its Manager from time to time.

19. INSURANCE PREMIUMS

19.1 A proprietor or occupier of a lot must not without the prior written consent of the body corporate do or permit anything to be done which may invalidate, suspend or increase the premium for any insurance policy effected by the body corporate.

20. FIRE CONTROL

20.1 A proprietor or occupier of a lot must not use or interfere with any fire safety equipment except in the case of an emergency and must not obstruct any fire stairs or fire escape.

20.2 A proprietor or occupier of a lot must ensure compliance with fire laws in respect of the lot.

21. SIGNS, BLINDS AND AWNINGS

21.1 A proprietor or occupier of a lot must not erect or fix any sign or notice to any part of the common property or lot where it can be seen from any exterior position, except as required by law.

21.2 A proprietor or occupier of a lot must not install or permit the installation of any window coverings other than as permitted by the body corporate Committee of Management. A sample board is available for viewing from the Resident Manager.

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- 21.3 A proprietor or occupier of a lot must not install or permit the installation of any awnings other than as permitted by the body corporate.
- 21.4 A proprietor or occupier of a lot must not allow the erection of any for sale or for lease boards on the common property or their lot.
- 21.5 A proprietor or occupier of a lot must not install any curtains, blinds or other window furnishings on the interior of any windows forming part of any lot other than within the following specifications:

All Apartments	
<u>Living Room</u>	
Sunscreen Roller – Manual chain operated or motorised	Choice of Body Corporate specified colours
<u>Bedrooms</u>	
Sunscreen Roller Blinds – Manual chain operated or motorised and/or	Choice of Body Corporate specified colours
Venetian Blinds	Choice of Body Corporate specified colours Metallic, painted or timber

22. WINDOW TINTING

- 22.1 A proprietor or occupier of a lot must not allow any glazed portions of the lot or the common property that surrounds the lot to be tinted or otherwise treated with the intention to change the visual characteristics of the glazing.

23. PAINTING, FINISHING, ETC

- 23.1 A proprietor or occupier of a lot must not paint, finish or otherwise alter the external facade of any building or improvement forming part of the common property or their lot.

24. CLOTHES DRYING AND APPEARANCE OF A LOT

- 24.1 A proprietor or occupier of a lot must not:
 - (a) hang or permit to be hung any clothes or other articles on any balconies, landing, stairway or any other part of the common property or on any part of the exterior of the lot so as to be visible from outside the lot; and
 - (b) install, place, operate or otherwise leave on any balconies, landing, stairway or any other part of the common property or on any part of the exterior of the lot any air conditioning unit, plant or equipment.
- 24.2 A proprietor or occupier of a lot must not construct or erect any shed, enclosure or structure of any nature or description on a balcony, terrace or garden area forming part of the lot without the prior written consent of the body corporate. (The body corporate shall not in any case consent to the erection of any structure if such structure detracts from the general appearance of the Development, or if it interferes with the views or use and enjoyment of another lot in the Development);
- 24.3 Allow any balcony, terrace or garden area which forms part of any lot to become unkempt, overgrown or unsightly and that when watering or cleaning to ensure that minimal disturbance to other proprietors and occupiers.

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25. COMPLIANCE WITH RULES BY INVITEES

- 25.1 A proprietor or occupier of a lot must take all reasonable steps to ensure the invitees of the proprietor or occupier comply with these rules.
- 25.2 A proprietor of a lot which is the subject of a lease or licence agreement must take all reasonable steps, including any action available under the lease or licence agreement, to ensure that any lessee or licensee of the lot and any invitees of that lessee or licensee comply with these rules.
- 25.3 Any contractor/tradesman may only use the basement lift lobby or other area specifically designated by Tribeca East Melbourne Pty Ltd or the body corporate for entry and exit.

26. COMPLIANCE WITH LAWS

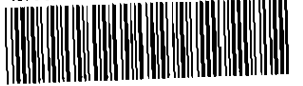
- 26.1 A proprietor or occupier of a lot must at the proprietor's or occupier's expense promptly comply with all laws relating to the lot including, without limitation, any requirement, notices and orders of any governmental authority.
- 26.2 A proprietor or occupier of a lot must not use the lot for any purpose that may be illegal or injurious to the reputation of the development comprised of the lots and the common property or which may cause a nuisance or hazard to any other proprietor or occupier of a lot or their representative invitees.
- 26.3 A proprietor or occupier of a lot must grant to the body corporate its servants and agents upon the member being given twenty-four (24) hours prior written notice, the right of access to any balcony forming part of the lot for the purpose of maintenance of the external walls of the common property and the cleaning of the outside of the windows and the external façade of the common property.

27. BUILDING WORKS

- 27.1 A proprietor of a lot must not undertake any building works within or about or relating to a lot except in accordance with the following requirements:
 - (a) such building works may only be undertaken after all requisite permits, approvals and consent under all relevant laws have been obtained and copies given to the Managing Agent, and then strictly in accordance with those permits approvals and consents and any conditions thereof; and
 - (b) the proprietor of a lot must at all times ensure that such works are undertaken in a reasonable manner so as to minimise any nuisance, annoyance, disturbance and inconvenience from building operations to other proprietors and occupiers of lots;
- 27.2 The proprietor of a lot must not proceed with any such works until the proprietor:
 - (a) submits to the body corporate plans and specifications of any works proposed by the proprietor which affect the external appearance of the Building or any of the common property, or which affect the Building structure or services or the fire or acoustic ratings of any component of the Building;
 - (b) supplies to the body corporate such further particulars of those proposed works as the body corporate may request, and as shall be reasonable to enable the body corporate to be reasonably satisfied that those proposed works accord with the reasonable aesthetic and orderly development of the

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Building, do not endanger the Building and are compatible with the overall services to the Building and the individual floors;

- (c) receives written approval for those works from the body corporate, such approval not to be unreasonably or capriciously withheld but which may be given subject to the condition that the reasonable costs of the body corporate (which cost may include the costs of a building practitioner engaged by the body corporate to consider such plans and specifications) by the proprietor and such approval shall not be effective until such costs have been paid; and
 - (d) pays such reasonable costs to the body corporate.
- 27.3 The proprietor of a lot must ensure that the proprietor and the proprietor's servants agents and contractors undertaking such works comply with the proper and reasonable directions of the body corporate concerning the method of building operations, means of access, use of the common property, on-site management and building protection and hours of work (and the main Building entrance and lobby must not be used for the purposes of taking building materials or building workmen to and from the relevant lot unless the body corporate gives written consent to do so) and that such servants agents and contractors are supervised in the carrying out of such works so as to minimise any damage to or dirtying of the common property and the services therein.
- 27.4 Without limiting the generality of rule 27.3 the proprietor of a lot must ensure that the proprietor and the proprietor's servants agents and contractors undertaking such works observe the following restrictions in respect of the works:
- (a) building materials must not be stacked or stored in the front side or rear of the Building;
 - (b) scaffolding must not be erected on the common property or the exterior of the Building;
 - (c) construction work must comply with all laws of the relevant government agencies;
 - (d) the exterior and the common property of the Building must at all times be maintained in a clean tidy and safe state; and
 - (e) construction vehicles and construction workers' vehicles must not be brought into, or parked in, the common property.
- 27.5 Before any of the Proprietor's works commence the Proprietor must:
- (a) cause to be effected and maintained during the period of the building works, a contractor's all risk insurance policy to the satisfaction of the body corporate; and
 - (b) deliver a copy of the policy and certificate of currency in respect of the policy to the body corporate.
- 27.6 Access shall not be available to other lots or the common property for the installation and maintenance of services and associated building works without the consent or licence of the proprietor of the relevant lot or of the body corporate in the case of the common property.
- 27.7 The proprietor of a lot shall immediately make good all damage to, and dirtying of, the Building, the common property, the services thereof or any fixtures fittings and finishes which are caused by such works and if the proprietor fails to immediately do

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so the body corporate may in its absolute discretion (or if the proprietor fails to do so within a reasonable period of time) must make good the damage and dirtying and in that event the proprietor shall indemnify and keep indemnified the body corporate against any costs or liabilities incurred by the body corporate in so making good the damage or dirtying.

28. SWIMMING POOL AREA

28.1 The following conditions apply to the use of the swimming pool area which must be observed by proprietor or occupier of a lot and persons under their control:

- (a) Children may use the swimming pool only if supervised by an adult;
- (b) Glass objects, drinking glasses and sharp objects are not permitted in the swimming pool area;
- (c) Alcohol and food are not permitted in the swimming pool area;
- (d) The swimming pool area is for use by residents and no more than two guests at any one time, although guests are to be accompanied by a resident at all times;
- (e) Smoking is not permitted in the swimming pool area;
- (f) For the hygiene of all users of the swimming pool users must shower first;
- (g) Running, ball playing, noisy or hazardous activities are not permitted in the swimming pool area;
- (h) Hours of use are between 6:00am and 11:00pm;
- (i) All users of the swimming pool area must dry off before leaving this area;
- (j) Footwear must be worn to and from the swimming pool area;
- (k) A proprietor or occupier of a lot and persons under their control must ensure that when in the swimming pool area appropriate attire is worn at all times (i.e. Nude bathing is not permitted);
- (l) All users of the swimming pool area do so at their own risk.

29. GYMNASIUM

- (a) Children are not permitted to use the gymnasium at any time;
- (b) Glass objects, drinking glasses and sharp objects are not permitted in the gymnasium;
- (c) The gymnasium is for use by residents only;
- (d) Alcohol and food are not allowed in the gymnasium;
- (e) Smoking is not permitted in the gymnasium;
- (f) All users of the gymnasium must carry a towel at all times;
- (g) Hours of use are between 6:00am and 11:00pm;
- (h) Suitable footwear must be worn to and from the gymnasium and whilst in the gymnasium at all times;
- (i) All users of the gymnasium must turn off all lights and air conditioning when leaving;

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- (j) Users of the gymnasium must be professionally instructed on the equipment prior to the body corporate granting access to the gymnasium area;
- (k) All users of the gymnasium do so at their own risk;
- (l) No music is allowed in the gymnasium.

30. CONDUCT OF MEETING

30.1 The conduct of meetings of the body corporate shall otherwise be regulated in accordance with the Subdivision (Body Corporate) Regulations 2001.

31. RECOVERY OF BODY CORPORATE CONTRIBUTION FEES/LEGAL COSTS

31.1 The member shall pay on demand by the body corporate all legal costs on a solicitor-own client basis which the body corporate pays, incurs or expends in consequence of any default by the member in the performance or observance of any term, covenant or condition contained in these rules including but not limited to recovery of body corporate contribution fees.

32. PENALTY INTEREST

32.1 The Body Corporate will charge penalty interest of no more than 2% per annum less than the rate for the time being fixed under Section 2 of the Penalty Interest Rates Act 1983.

33. TRIBECA EAST MELBOURNE PTY LTD

33.1 Notwithstanding anything to the contrary herein contained so long as Tribeca East Melbourne Pty Ltd is the proprietor or occupier of a lot and so long as any mortgagee or chargee of Tribeca East Melbourne Pty Ltd has an interest in any lot in the Development then all the preceding rules shall not in any way whatsoever apply to or be enforceable against Tribeca East Melbourne Pty Ltd or its mortgagee or chargee where to do so would prevent, hinder, obstruct or in any way interfere with any works of any nature or description that Tribeca East Melbourne Pty Ltd its mortgagee or chargee may be engaged in or which it may need to carry out in order to complete construction of the Building and facilities comprised in the Development.

33.2 Tribeca East Melbourne Pty Ltd its mortgagees or chargees shall be and are by this rule, authorised by the body corporate to:

- (a) erect such barriers, fences, hoardings, signs as it deems necessary to facilitate any works to be carried out in relation to the Development; and
- (b) take exclusive and sole possession of any parts of the common property as it may need to have exclusive possession of in order to carry out any works or activities in relation to the Development; and
- (c) exclude all and any proprietors or occupiers from any parts of the common property as may be necessary in order to carry out any works in relation to the Development; and
- (d) erect for sale promotional advertising or other signs as Tribeca East Melbourne Pty Ltd may require on any part of the common property; and
- (e) grant rights to use or access through or over the common property to third parties on such terms and conditions as Tribeca East Melbourne Pty Ltd or its mortgagee or chargee thinks fit; and

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SA-R



- (f) use whatever rights of way and/or points of egress and ingress to the Development as necessary to carry out any works and to block for whatever periods are necessary any rights of way or points of egress and ingress to the Development in order to carry out any works.

33.3 The body corporate will, within 7 days of being requested by Tribeca East Melbourne Pty Ltd or its mortgagee or chargee, sign whatever consents authorities permits or other such documents as may be required to enable Tribeca East Melbourne Pty Ltd or its mortgagee or chargee to complete the Development.

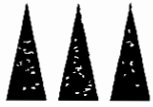


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Please reply to:

PROPERTY ESSENTIALS
Body Corporate Management Specialists
A.B.N. 76 097 336 699

BODIES CORPORATE NO 4, 5 AND 10 PLAN NO. 501398Y

**MINUTES OF THE INAUGURAL GENERAL MEETING OF TRIBECA 201
POWLETT STREET, EAST MELBOURNE VIC 3002. THE MEETING
WAS HELD AT LEVEL 1, 6 RIVERSIDE QUAY, SOUTHBANK 3006 AT
2:00PM ON WEDNESDAY 15TH DECEMBER 2004.**

Present:	Mr John Cameron Crane	Tribeca East Melbourne Pty Ltd
	Mr Andrew Thomas Fortey	Tribeca East Melbourne Pty Ltd
	Mr Stephen Carl Wolf	Tribeca East Melbourne Pty Ltd
	Ms Antoinette Farrugia	Property Essentials Pty Ltd

Proxies: Tribeca East Melbourne Pty Ltd who hold 100% of units of entitlement for Bodies Corporate 4, 5 and 10 gave proxies to Mr John Crane and Mr Stephen Wolf to represent it at the meeting.

1 To appoint a Chairman for the Meeting.

It was resolved that Mr John Cameron Crane be appointed to chair the Meeting.

2 Regulation 401.

It was noted that this was the first meeting of Bodies Corporate 4, 5 and 10 ("the Body Corporate") constituted pursuant to the Subdivision (Body Corporate) Regulations 2001 ("the regulations") in respect of Plan of Subdivision No. P.S. 501398Y ("the Plan").

The following documents were provided in order to assist with the carrying out of the duties and powers of the Body Corporate and as required by Regulation 401 of the Regulations:

- (a) The full name and address for service of notices of each member of the body corporate;
- (b) A copy of the Plan, and all related building plans and documents;
- (c) A copy of the Subdivision Act 1988 ("the Act") and the regulations;
- (d) A copy of policy no 06S0822229 with CGU Insurance Limited, being reinstatement and public liability insurance as required by regulation 212(3) of the regulations;
- (e) The names of any companies, tradespeople or suppliers who have provided a warranty or other guarantee on any matter for which the Body Corporate is responsible together with copies of any such guarantees and warrantees;
- (f) Books to enable the keeping of the necessary minutes, accounts and other records; and
- (g) A common seal for each of Bodies Corporate 4, 5 and 10.

PROPERTY ESSENTIALS



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3 Body Corporate Management and Delegation of Powers and Functions.

The Body Corporate resolved to appoint Property Essentials of 2nd Floor, 58 Lorimer Street, Docklands, (03) 8698 1800, facsimile (03) 8698 1801 ("the Manager") as the Body Corporate manager pursuant to Regulation 302 of the regulations for an initial five year period to commence from 1 December 2004. This appointment is automatically renewed every five years for a further five year period unless the Body Corporate elects to cancel the appointment by notice in writing to the Manager.

- a) The meeting approved the Manager be delegated powers set out on the attached form of 'Instrument of Delegation' under the Common Seal of the Body Corporate.
- b) The meeting approved the Secretary be delegated powers set out on the attached form of 'Instrument of Delegation - Secretary' under the Common Seal of the Body Corporate.
- c) The meeting approved the affixing of the seal of the Body Corporate to the Form 4 'Appointment of Manager' and to the 'Instrument of Delegation' and that it be witnessed by two members of the Body Corporate.
- d) It was further resolved that a fee of \$50.00 plus GST be charged by the Body Corporate for the issue of each Body Corporate Certificate pursuant to regulation 221 of the regulations.

4 Insurance

Insurance cover on P.S. 50 1398Y undertaken, effective 9 September 2004 through Whitbread Insurance Brokers, details of which are outlined below:

Insurance policy covers Stage 1, 2, 3, 4, 5 and 12 of Plan of Subdivision 501398Y

Name of Company:	CGU Insurance Limited
Policy Number:	06S0822229
Type of Policy:	Residential Strata Title Units
Building Amounts (Total):	\$44,700,000
Loss of Rent (Total):	\$6,705,000
Common Contents (Total):	\$447,000
Public Liability Amount:	\$20,000,000
Personal Accident (Voluntary Workers):	\$50,000
Fidelity Guarantee:	\$40,000
Office Bearers Liability:	\$2,000,000
Machinery Breakdown	Not Insured
Buildings Covered:	Stages 1, 2, 3, 4, 5 and 12 170 Albert Street and 189 Powlett Street, East Melbourne Vic 3002
Renewal Date:	9 September 2005
Excess:	\$2,000 all water damage related claims \$1,000 all other claims \$2,500 un-occupancy excess per unit, per claim.

It was noted that the premium payable for the insurance cover was paid by the developer, Tribeca East Melbourne Pty Ltd. for the first six months.

It was noted that the insurance policy will be adjusted to reflect increases in the insurance cover required when future stages are complete.

Declaration of Remuneration: Members acknowledge the disclosure of the Manager that in accordance with the Act that the commission available to Whitbread Insurance Brokers is shared with the Manager as a fee for service relating to the referral of business and assistance in providing a fully staffed and managed Insurance Claims Department.

5 Financial Year

It was resolved to adopt the date, the 30th November in each year as the end of the Body Corporate's financial year.



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6 Budget

It was resolved that the Budget as attached, be accepted for the financial year 1 December 2004 to 30 November 2005, and subsequently that Body Corporate Fees be payable by quarterly instalments, due in advance on the first day of December, March, June and September.

Tribeca East Melbourne Pty Ltd confirmed that it will attend to the payment of:

The first quarter contribution for Body Corporate 4 pro-rated from 1 February 2005 the amount of \$9,100.03 (inclusive of GST).

The first quarter contribution for Body Corporate 5 pro-rated from 1 February 2005 the amount of \$8,586.70 (inclusive of GST).

The first quarter contribution for Body Corporate 10 pro-rated from 1 February 2005 the amount of \$0.00 (inclusive of GST).

This payment will be the subject of an adjustment upon settlement of each lot on the plan.

7 General Meeting

It was resolved that a Special General Meeting of all members of Bodies Corporate 4 and 5 is to be held at a date and time to be confirmed, and that this meeting is to be convened by the Manager. The Body Corporate members will be notified by the Manager in accordance with regulation 404(4) of the regulations.

8 Maintenance

It was resolved that quotations be obtained by the Manager for the maintenance of the common property and any chattels, fixtures, fittings and services located on the common property for the consideration of members. It was noted that the contribution of members to maintenance expenses in respect of the common property will be assessed on the basis of lot liability.

9 Sign and Body Corporate Address

It was resolved that the Body Corporate will erect and maintain a sign labelled Body Corporate - Plan No. P.S. 501398Y and providing the name and address of the Manager in a place clearly visible from either the main group of letterboxes or the main entrances to the land in compliance with Regulation 314(5) of the regulations.

10 Adoption of Additional Body Corporate Rules.

It was resolved (as a special resolution) that Body Corporate pursuant to its powers so to do:

(a) Adopt the Additional Body Corporate Rules as attached for Plan of Subdivision 501398Y Bodies Corporate 4, 5 and 10, 170 Albert Street and 189 Powlett Street, East Melbourne, Vic 3002

(b) Approve the affixing of the seal of the Body Corporate to the Form 2's and that they be witnessed by two members of the Body Corporate.

(c) Lodge the Additional Body Corporate rules with the Land Titles Office with the relevant signed and sealed Form 2 Document.

11 Adoption of the Common Seal

It was resolved to adopt the Common Seals of Bodies Corporate 4, 5 and 10 in the form as affixed to these Minutes.

It was further resolved that the common seal be kept in the custody of the Manager.

12 Fee for Arrears Letters

It was resolved that a fee of \$50.00 + GST will be charged by the Manager to the owners for any arrears letters sent for Body Corporate fees more than one quarter in arrears.



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13 General Functions and Powers of the Body Corporate

It was noted that the general functions and powers of the Body Corporate are those set out in Regulations 201 & 202 of the regulations and it was resolved that the Body Corporate do all things necessary to undertake and perform those functions and to properly exercise those powers.

14 Penalty Interest

Resolved (as a special resolution) that Bodies Corporate 4, 5 and 10 pursuant to its powers so to do:

Charge interest at the rate of 2% below the Penalty Interest Rates Act 1983 base rate on any money owed by a member to the Body Corporate after the due date for fees and charges set under Section 205(1) and 205(2) of the Regulations 2001.

15 Natural Gas Supply Equipment Agreement

It was resolved (as a special resolution) that Bodies Corporate 4 and 5 pursuant to its powers so to do, take over the agreement between Origin Energy Pty Ltd and Tribeca East Melbourne Pty Ltd to supply the natural gas and equipment.

16 Hot Water System Licence – Bodies Corporate 4 and 5

Resolved (as a special resolution) that Body Corporate No. 1, pursuant to its powers to do so:

- (a) Licence to Bodies Corporate 4 and 5 the right to use part of common property 1 for the installation and operation of a shared hot water system for the benefit of members of Bodies Corporate 4 and 5. (*see attachment*)
- (b) It was further resolved that two members of Bodies Corporate 4 and 5 execute this Licence under the seal of Bodies Corporate 4 and 5.

17 Works Access Licence – Body Corporate 4

It was resolved (as a special resolution) that Body Corporate 4 pursuant to its powers so to do:

- a) Enter into a licence with Tribeca East Melbourne Pty Ltd to grant Tribeca East Melbourne Pty Ltd the right to retain sections of the common property for the purpose of access whilst the completion of Tribeca is in progress. (*see attachment*)
- (b) It was further resolved that two members of the Body Corporate execute this Licence under the seal of Body Corporate 4.

18 Works Access Licence – Body Corporate 5

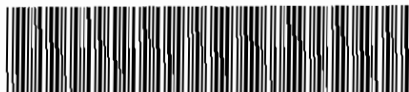
It was resolved (as a special resolution) that Body Corporate 5 pursuant to its powers so to do:

- b) Enter into a licence with Tribeca East Melbourne Pty Ltd to grant Tribeca East Melbourne Pty Ltd the right to retain sections of the common property for the purpose of access whilst the completion of Tribeca is in progress. (*see attachment*)
- (b) It was further resolved that two members of the Body Corporate execute this Licence under the seal of Body Corporate 5.

19 Bulk Hot Water & Utility Agreements

It was resolved (as a special resolution) that Bodies Corporate 4 and 5 pursuant to their powers so to do:

- a) Enter into an Agreement with a company of its choice to have the meters read for Bulk Hot Water and Utility billing.
- b) It was further resolved that the Manager be empowered to obtain the most suitable contract agreement and sign on behalf of Bodies Corporate 4 and 5.



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20 Licence for Body Corporate No. 10 to use common areas of the car park (99 years)

Resolved (as a special resolution) that Body Corporate No 1 pursuant to its powers so to do:

- (a) Licence to Body Corporate 10 (or such other operator of the commercial car park as the Manager may decide) the right to use those areas of common property no. 1 necessary for the operation of a commercial car park subject to the terms, covenants, conditions and restrictions contained in the Licence. *(see attachment as part of BC1)*.
- (b) It was further resolved that two members of the Body Corporate execute this Licence under the seal of Body Corporate 1.

21 Affixing of the Common Seals

Resolved that two members of the Body Corporate execute all documents as per these minutes under the seal of Bodies Corporate 4, 5 and 10 as required.

Meeting closed at 3:00pm

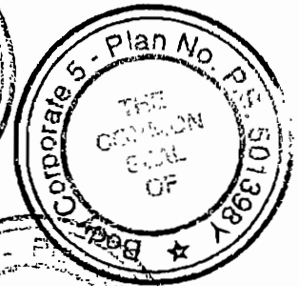
Encl.

- Budget and Levy Schedule for the period 1/12/04 to 30/11/05 (Stages 1, 2, 3, 4, 5 & 12)*
- Body Corporate Rules for Bodies Corporate 4, 5 and 10*
- Hot Water System Licence – Bodies Corporate 4 and 5*
- Licence - Works Access Body Corporate 4*
- Licence - Works Access Body Corporate 5*

Common Seal of Body Corporate 4 - Plan No. 501398Y



Common Seal of Body Corporate 5 - Plan No. 501398Y



Common Seal of Body Corporate 10 - Plan No. 501398Y



.....
Chairman's Signature

15/12/04
Date

