

KOKO BROADBEACH

DISCLOSURE DOCUMENTS

Buyer _____

Complete
Buyer's full
name

Please note; these Disclosure Documents including the Statutory Disclosure Statements are also given to any additional party who becomes a Buyer under the Contract for the Lot (whether or not named above).

Seller **MPG ELSTON PTY LIMITED ACN 606 476 868**

Lot

Koko Broadbeach being more particularly described in these Disclosure Documents and identified in the Identification Plan also contained in these Disclosure Documents.

Insert Lot
Number

Contents of Disclosure Documents

Part A – Statutory Disclosure

1. Statutory Disclosure Statements;
2. Identification Plan;
3. Schedule of Proposed Contributions;
4. Proposed CMS;
5. Proposed Building Management Statement;
6. Proposed Body Corporate Manager's Agreement;
7. Proposed Management Engagement & Letting Authorisation Agreement;
8. Proposed Origin Agreement;
9. Proposed Utility Billing Agreement;
10. Proposed Alarm Agreement; and
11. Product Disclosure Statement.

Part B – Other Disclosure

1. Description of Parcel & Scheme Land;
2. Communications Infrastructure;
3. Disclosure About Management Rights Etc.;
4. Proposed Specifications; and
5. Notice to Buyers – Payment of Deposit & Compliant Bank Guarantee.

SIGNING OF ALL OF STATUTORY DISCLOSURE STATEMENTS AND NOTICES INCLUDING SECTION 213 STATEMENT BY SELLER

Date _____ 201____.

.....
By the Seller or for and on behalf of the Seller
by its duly authorised signatory/agent or duly constituted attorney.

The Buyer acknowledges receiving these Disclosure Documents and the Statutory Disclosure Statements contained within them duly signed by the Seller before the Seller and Buyer have entered into the Contract

.....
Please note, all Buyers shown on the Contract must sign

.....
VERSION 2 - 15 September 2017

PART A - STATUTORY DISCLOSURE

STATUTORY DISCLOSURE STATEMENTS

TERMINOLOGY

In these Statutory Disclosure Statements and these Disclosure Documents:

1. Expressions used and defined in the Contract have the meaning so defined.
 2. **Contributions Formula** means the Contributions Formula referred to and set out in the Section 213 Statement below under the heading ***Proportion of Cost of Disclosable Engagements to be borne by Buyer*** or similar.
 3. **Disclosable Engagement** means an engagement of a *body corporate manager* or *service contractor* for the Scheme proposed to be entered into (by the Body Corporate) after the establishment of the Scheme, or proposed to be continued or entered into after the Scheme is changed, particulars of which are required to be included as part of the disclosure statement under Section 213 of the BCCM Act.
 4. **Proposed CMS** means the Proposed Community Management Statement contained within these Disclosure Documents and referred to in the Section 213 Statement below.
 5. **Schedule** means the Schedule of Proposed Contributions contained in these Disclosure Documents which applies for the first 12 months after the levies are struck.
 6. **Including** is not a word of limitation.
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SEPARATE STATEMENTS & NOTICES

Each of the statements or notices under the separate headings in these Statutory Disclosure Statements are separate statements or notices given by the Seller to the Buyer and should be read by the Buyer as separate statements or notices.

SIGNING OF SEPARATE STATEMENTS & NOTICES

For avoidance of doubt, notwithstanding each of the statements and notices in these Statutory Disclosure Statements are, for the sake of convenience, signed once on the cover sheet of these Disclosure Documents, each statement and notice (including the Section 213 Statement) is to be taken as if it were individually and separately signed (and if applicable dated) by the Seller or, as applicable, the Seller's agent or a person authorised by the Seller.

Note: The Buyer, under the Contract, represents to the Seller that the Buyer:

- (a) has received from the Seller before signing the Contract, amongst other statements, notices and materials, the Section 213 Statement, signed by the Seller or its authorised signatory or agent; and
- (b) if the Buyer or any agent of the Buyer received the Contract or Disclosure Documents (either for signing or as a signed instrument) from the Seller or any agent of the Seller electronically, consented to the giving of the Contract or Disclosure Documents (and any other materials) by way of electronic means before receiving that documentation.

PART A - STATUTORY DISCLOSURE

BODY CORPORATE & COMMUNITY MANAGEMENT ACT 1997 – SECTION 213 STATEMENT

Contract Terms

The Seller directs the attention of the Buyer to the Contract Terms titled:

- (a) **“Buyer's Promise - Section 213 Statement”** (or similar), whereby, amongst other matters, the Buyer acknowledges that:
 - (i) the Section 213 Statement (below) is substantially complete for the purposes of Section 213 of the BCCM Act; and
 - (ii) the Buyer cannot Object as a result of the content or any deficiency in the Section 213 Statement.
- (b) **“Variations to the Property”** (or similar) whereby, amongst other matters, the Seller is entitled to make Variations to the Property (which includes the Lot) and the Buyer must not Object providing the Variations are a “Permitted Variation”.

Costs of Disclosable Engagements

In this Section 213 Statement, the estimated cost to the Body Corporate of any Disclosable Engagement, unless specified otherwise:

- (a) includes all base fees and, where relevant, an allowance for additional fees and expenses;
- (b) is calculated, where relevant, allowing for annual increases according to the terms of the engagement and, on the assumption, if required, that CPI (Brisbane) or other relevant index used as the basis for annual increases is 3% per year;
- (c) are inclusive of GST; and
- (d) may be subject to minor rounding differences or errors.

Proportion of Cost of Disclosable Engagements to be borne by the Buyer

In this Section 213 Statement, the proportion of the cost of any Disclosable Engagements to the Body Corporate to be borne by the Buyer, unless specified otherwise:

- (a) is shown in the Schedule under the relevant column relating to the engagement and is represented as a dollar amount for the period to which the Schedule relates; and
- (b) is described in, and determined by application of the following formula (**Contributions Formula**):

Contributions Formula means the following formula:

$$\text{Proportion to be borne by Buyer} = \frac{\text{CE}}{9,971}$$

where **CE** means the contribution schedule entitlement for the Lot as shown in the Proposed CMS or the Schedule.

PART A - STATUTORY DISCLOSURE

Seller's Statement

Pursuant to Section 213 of the BCCM Act, the Seller states as follows:

1. Identification of Proposed Lot & Sunset Date

The proposed lot is, subject to the rights of the Seller under the Contract to make Variations, the Lot described on the front page of these Disclosure Documents and shown on the Identification Plan which accompanies and forms part of this Section 213 Statement.

The Seller must settle the Contract by the **earlier** of the following:

- (a) the Sunset Date, which is that date which is 5 ½ years after the day the Contract is entered into by the Buyer or any later date for Settlement requested by the Buyer and agreed to by the Seller; and
- (b) the end of 5 ½ years after the day the Contract is entered into by the Buyer or, if the Buyer requests a later date for Settlement and the Seller agrees to the date, the later date.

Seller's Note: the dates above are the same date, but have been disclosed in this manner to ensure compliance with the requirements of section 213 of the BCCM Act.

2. Body Corporate Levies

The amount of annual contributions reasonably expected to be payable to the Body Corporate by the Buyer are set out in the Schedule.

NOTE: The annual contributions expected to be payable by the Buyer which are set out in the Schedule are for the period to which the Schedule relates and are for a 12 month period. For subsequent periods, the annual contributions will be as determined by the Body Corporate and are likely to increase due to escalating costs. The Seller estimates that the annual contributions will increase for the 2 subsequent years by 5% to 10% per year. The Seller will have limited or no control over the Body Corporate in that regard.

3. Body Corporate Manager's Agreement - BCM Agreement

Regarding the engagement of a body corporate manager for the Scheme proposed to be entered into by the Body Corporate after the establishment of the Scheme or proposed to be continued or entered into after the Scheme is changed:

- (a) the terms of the 3 year engagement are as set out in the proposed *SSKB Administration Agreement (BCM Agreement)* contained in these Disclosure Documents;
- (b) the estimated cost of the engagement to the Body Corporate is as set out in the table below:

Period	Estimated Cost
Year 1	\$20,718.50
Total Term	\$64,038.82

- (c) see disclosure above regarding the proportion of the cost of the engagement to the Body Corporate to be borne by the Buyer.

PART A - STATUTORY DISCLOSURE

4. Caretaking Service Contractor - MELA Agreement

Regarding the engagement of a body corporate service contractor for the Scheme proposed to be entered into by the Body Corporate after the establishment of the Scheme or proposed to be continued or entered into after the Scheme is changed:

- (a) the terms of the 25 year engagement are as set out in the proposed *Management Engagement & Letting Authorisation Agreement (MELA Agreement)* contained in these Disclosure Documents;
- (b) the estimated cost of the engagement to the Body Corporate is set out in the table below:

Period	Estimated Cost
Year 1	\$119,790.00
Total Term	\$4,367,455.28

- (c) see disclosure above regarding the proportion of the cost of the engagement to the Body Corporate to be borne by the Buyer.

5. Service Contractor – Origin Agreement

This disclosure is given on the basis that the *Centralised Energy Equipment - Master Agreement Terms (Origin Agreement)* is a Disclosable Engagement. The Seller does not admit that the Origin Agreement is a Disclosable Engagement.

Regarding the Origin Agreement proposed to be entered into by the Body Corporate after the establishment of the Scheme or proposed to be continued or entered into after the Scheme is changed:

- (a) the terms of the engagement are as set out in the Origin Agreement contained in these Disclosure Documents;
- (b) the estimated cost of the engagement to the Body Corporate regarding electricity, assuming that the Body Corporate acquires electricity as a customer from Origin Energy Electricity Ltd through supply arrangements derived through the Origin Agreement by entering into an agreement captured by the Agreement Terms Electricity in an embedded network (**accompanying** the Origin Agreement) or the then current applicable agreement, is shown in the table below:

Period	Estimated cost
Year 1	\$36,300.00
TOTAL TERM (Assume 10 years)	\$416,138.82

- (a) the estimated cost of the engagement to the Body Corporate regarding hot water and gas, assuming that the Body Corporate acquires hot water and gas as a customer under supply arrangements derived through the Origin Agreement is shown in the table below:

Period	Estimated cost
Year 1	\$550.00
TOTAL TERM (Assume 10 years)	\$6,305.14

PART A - STATUTORY DISCLOSURE

- (b) see disclosure above regarding the proportion of the cost of the engagement to the Body Corporate to be borne by the Buyer;
- (c) the cost of the engagement to an occupant of the Lot who chooses to acquire electricity as a customer via arrangements derived through the Origin Agreement by entering into the agreement captured by the Agreement Terms Electricity in an embedded network (**accompanying** the Origin Agreement) or the then current applicable agreement is determined according to usage on a metered basis and is dependant on prevailing tariffs, the size of the Lot, the number of occupants and the occupants individual preferences for the consumption of electricity; and
- (d) the cost of the engagement to an occupant of the Lot who elects to take the supply of hot water and gas under this arrangement is set out on the document **accompanies** the Origin Agreement; and

Seller's Note: If the Origin Agreement is terminated for any reason other than by Origin giving 6 months notice, Origin Energy Retail Limited may, at its option, transfer certain equipment to the Body Corporate at a cost to the Body Corporate which is calculated in accordance with the relevant supply order of the Origin Agreement as follows;

- (a) up to \$31,879.65 (inclusive of GST) for the electricity embedded network; and
- (b) up to \$69,391.30 (inclusive of GST) for the hot water and gas system).

In that event, the proportion of the cost of that value to be borne by the Buyer is described in, and determined by application of the Contributions Formula.

6. Utility Billing Agreement

This disclosure is given on the basis that the *Agreement Utility Billing Administration Services (Utility Billing Agreement)* is a Disclosable Engagement. The Seller does not admit that the Utility Billing Agreement is a Disclosable Engagement.

Regarding the Utility Billing Agreement proposed to be entered into after the establishment of the Scheme or proposed to be continued or entered into after the Scheme is changed:

- (a) the terms of the 12 month engagement are as set out in the Utility Billing Agreement contained in these Disclosure Documents;
- (b) the estimated cost of the engagement to the Body Corporate is:
 - (i) set out in the table below:

Period	Non-Recoverable Cost*	Recoverable Cost**
Year 1	\$115.50	\$11,434.50
Total Term	\$115.50	\$11,434.50

NOTE:

*based on utility billing charges that are not recoverable from occupants.

**based on utility billing charges recoverable from occupants (refer to Item (d) below).

- (ii) subject to additional fees and disbursements as set out in Schedule One of the Utility Billing Agreement on an "on application" and "Payable by Occupier" basis.
- (c) see disclosure above regarding the proportion of the cost of the engagement to the Body Corporate to be borne by the Buyer. The disclosure in the Schedule relates to the proportion of the cost of the engagement that is *not recoverable* from occupiers to be borne by the Buyer; and

PART A - STATUTORY DISCLOSURE

- (d) utility billing services are supplied to the Body Corporate under the Utility Billing Agreement on a per utility per lot and Common Property basis. Occupants who elect to take supply of utilities under arrangements put in place by the Body Corporate will be required to pay the Body Corporate utility billing charges as contemplated by the Utility Billing Agreement. Those amounts are then used by the Body Corporate to pay the charges under the Utility Billing Agreement. The Seller estimates this cost to be \$115.50 per utility per lot for the first year.

7. Service Contractor - Stormwater Agreement

Regarding the engagement of a body corporate service contractor for the Scheme in respect of stormwater management (**Stormwater Agreement**) proposed to be entered into by the Body Corporate after the establishment of the Scheme or proposed to be continued or entered into after the Scheme is changed:

- (a) the terms of the Stormwater Agreement, anticipated to be for a period of up to 10 years, are not known, but are anticipated to include that:
- (i) the contractor may provide and will maintain certain equipment for the filtration and management of stormwater (**Equipment**) at its cost;
 - (ii) the Contractor may retain ownership of the Equipment, and if the engagement is terminated, in certain circumstances the Body Corporate may have to buy or pay for the Equipment (if that happens, the proportion of the amount payable by the Body Corporate to be borne by the Buyer is described in, and determined by application of the Contributions Formula);
 - (iii) the Body Corporate allow authorised representatives of the contractor to enter upon the Common Property for the purposes of the engagement including for carrying out maintenance;
 - (iv) the Body Corporate grant a security interest in favour of the contractor which gives rise to a purchase money security interest or similar over the Equipment to be supplied or maintained;
 - (v) the liability of the contractor is limited to the replacement of the Equipment, the repair of the Equipment or a refund of maintenance charges paid under the engagement;
 - (vi) the Body Corporate pays the contractor maintenance and other charges for the providing the services and any Equipment (the estimated cost of which is set out below); and
 - (vii) such other terms and conditions as are ordinarily included in an engagement of this nature and kind.
- (b) the estimated cost of the engagement to the Body Corporate is set out in the table below:

Period	Estimated Cost
Year 1	\$5,082.00
Total Term	\$58,259.44

- (c) see disclosure above regarding the proportion of the cost of the engagement to the Body Corporate to be borne by the Buyer.

8. Service Contractor - Queensland Fire and Emergency Service Alarm Management Agreement

This disclosure is given on the basis that *Queensland Fire and Emergency Service Alarm Management Agreement* (**Alarm Agreement**) is a Disclosable Engagement. The Seller does not admit that the Alarm Agreement is a Disclosable Engagement.

PART A - STATUTORY DISCLOSURE

Regarding the Alarm Agreement proposed to be entered into by the Body Corporate after the establishment of the Scheme or proposed to be continued or entered into after the Scheme is changed:

- (a) the terms of the 3 year engagement (estimated term) are as set out in the Alarm Agreement contained in these Disclosure Documents;
- (b) the estimated cost of the engagement to the Body Corporate is set out in the table below:

Period	Estimated Cost
Year 1	\$3,685.00
Total Term	\$11,389.97

- (c) see disclosure above regarding the proportion of the cost of the engagement to the Body Corporate to be borne by the Buyer.

9. Other Engagements

The Seller **may** cause the Body Corporate to engage further service contractors or body corporate managers for the Scheme after establishment or changing of the Scheme, for various purposes, including administration, provision or supply of utilities (gas, hot water, electricity, communication services etc), rubbish removal, lift maintenance, window cleaning.

In relation to those engagements, if any:

- (a) as at the giving of this Section 213 Statement, the terms of the proposed engagements are not known, but terms may include an obligation on the Body Corporate, on expiry or termination of the engagement to buy back equipment installed or owned by the service contractor, such as hot water systems, meters and supply equipment at a pre-agreed value or at valuation. In that event, the proportion of that payment to be borne by the Buyer is described in, and determined by the application of, the Contributions Formula, outlined above. The Seller may receive a benefit equivalent to the cost that the Seller would otherwise have paid if the equipment was installed or paid for by the Seller (because the equipment is installed by the service contractor);
- (b) as at the giving of this Section 213 Statement, the estimated cost of the engagement to the Body Corporate is not known;
- (c) in relation to supply of utilities to the Body Corporate under such an engagement, the Body Corporate is likely to be required to make payments for the supply of the utilities, which payments are anticipated to be determined according to metered consumption. The estimated cost of such consumption is not known, but is anticipated to be generally in accordance with the market cost of supply of utilities at the relevant time;
- (d) the proportion of the cost of supply of utilities or other cost of such engagements to be borne by the Buyer is described in, and determined by application of, the Contributions Formula, outlined above; and
- (e) in relation to supply of utilities, an occupant of the Lot, if they wish to acquire utility supply under such arrangements, are likely to be required to make payments as a result of the engagement, which payments are anticipated to be determined according to metered consumption. The estimated cost of such consumption is not known, but is anticipated to be generally in accordance with the market cost of supply of utilities at the relevant time.

10. Letting Agent Authorisation

Regarding the proposed authorisation of a letting agent for the Scheme proposed to be given after the establishment of the Scheme or proposed to be continued or entered into after the Scheme is

PART A - STATUTORY DISCLOSURE

changed; the terms of the 25 year authorisation are as set out in the proposed Management Engagement & Letting Authorisation Agreement contained in these Disclosure Documents.

11. Body Corporate Assets

Details of all Body Corporate assets proposed to be acquired by the Body Corporate after the establishment or change of the Scheme are:

Asset	Details
Lobby area furniture	2 x 2 seater chairs 2 x single seater chairs 2 x coffee tables
Gym Equipment	2x commercial grade treadmill or equal 1x cross trainer or equal 1x upright bike or equal 1x rowing machine or equal 1x dual pulley / free motion unit or equal assorted benches, free-weights, stretch mats and fitness balls
Pool and recreation area furniture and BBQ	1x outdoor table and bench seat 2x outdoor coffee tables and chairs 6x Sun Lounges
Residence Lounge	1x sofa table and chairs

Sellers Note: These assets will be gifted by the Seller to the Body Corporate. The description, particulars or value of the items which will make up the assets may not be known at the time of giving of this Section 213 Statement. The Seller may give further particulars of the items once they are known which will be at a time close to establishment of the Scheme.

The Body Corporate also acquires assets (if any) as are otherwise described in these Disclosure Documents (including Part B) which are body corporate assets for the purposes of Section 11 of the BCCM Act. This includes the benefit of any licences, the benefit of any easements and the benefit of any leases, if any, described in these Disclosure Documents.

The Body Corporate is also given rights under the Building Management Statement in respect of certain shared facilities in the Building. These rights may be a body corporate asset and the Body Corporate may be required to contribute to the costs of those shared facilities, as set out in the Building Management Statement.

12. Community Management Statement

The Proposed CMS for the Scheme is contained in these Disclosure Documents.

13. Applicable Module

The *Body Corporate and Community Management (Accommodation Module) Regulation 2008* is proposed to apply to the Scheme.

14. Prescribed Matters

No other matters are prescribed to be included in this Statement pursuant to the *Body Corporate and Community Management (Accommodation Module) Regulation 2008*.

PART A - STATUTORY DISCLOSURE

15. Signing of Section 213 Statement

This Section 213 Statement is signed on the front page of these Disclosure Documents by the Seller or by an agent who is authorised to act for the Seller.

In addition to the statement set out above, the Section 213 Statement comprises those portions of the material contained in these Disclosure Documents that is necessary to constitute a "disclosure statement" as required by section 213 of the BCCM Act and no other portions of the Disclosure Documents.

To the extent of any inconsistency between the disclosures set out above and the balance materials contained in these Disclosure Documents, the disclosure set out above prevails.

SAFETY SWITCH

The Seller gives written notice to the Buyer that an approved safety switch will be installed before Settlement for the general purpose socket - outlets in the Lot.

SMOKE ALARMS

The Seller gives written notice to the Buyer that smoke alarms complying with Sections 104RB(2) or (4) of the *Fire and Rescue Service Act 1990* will be installed in the Lot at Settlement.

POWER OF ATTORNEY

Pursuant to Section 219 of the BCCM Act, the Seller states as follows:

1. Under the Contract for the Lot, so far as is lawful, the Buyer irrevocably appoints, jointly and severally, the Seller and each director of the Seller, to be an attorney of the Buyer and its company nominee (if the Buyer is a company) (**Attorney**) on the terms and for the purposes set out below.
2. If the Seller is a company or company trustee, the Power of Attorney may be exercised by an authorised corporate representative of the Seller.
3. The Power of Attorney may be used for the following purposes:
 - (a) in relation to Body Corporate matters:
 - (i) to appoint or revoke the appointment of a voter for a general meeting of the Body Corporate within the meaning of "voter" for a general meeting of the Body Corporate under the Regulation Module and to give all necessary notifications of the appointment or revocation to the Body Corporate so that the details of the appointment or revocation may be entered into the Body Corporate roll;
 - (ii) to request that a meeting of the Body Corporate be held and to attend and vote (or do either) in the name of the Buyer at all or any meetings of the Body Corporate or the Committee, to the exclusion of the Buyer if present; and
 - (iii) to complete, sign and lodge any voting paper or any other document (including a proxy, appointment form, notice asking for an extraordinary general meeting, corporate owner nominee notification form or other representative notification form and any other notice under the Regulation Module) to allow the Seller to call for any meeting or to attend at or vote in the name of the Buyer at all or any meetings of the Body Corporate or of the Committee,

PART A - STATUTORY DISCLOSURE

in respect of any motion or resolution for or relating to any one or more of the matters or things set out below:

- (A) the engagement of a body corporate manager, service contractor or authorisation of a letting agent on terms determined by the Seller;
- (B) authorising or ratifying the entry by the Body Corporate into the Body Corporate Agreements on terms generally the same as those terms contained in these Disclosure Documents, as varied in accordance with Section 214 of the BCCM Act;
- (C) authorising the consent to a new community management statement to vary or omit a by-law or adopt new by-laws (including exclusive use by-laws),
- (D) authorising variations to the Building Management Statement as the Seller or the Seller's Solicitor considers necessary or reasonable;
- (E) a nomination of a person as a representative of the Body Corporate on any management group under a Building Management Statement and voting for any person to be such a representative;
- (F) authorising a grant or allocation of exclusive use or other right over any of the Common Property or Body Corporate asset (including the allocation of parking spaces and storage spaces by exclusive use by-law to owners or occupiers of lots in the Scheme);
- (G) authorising or ratifying a transfer, lease, easement, licence, surrender or variation of any dealing involving the Common Property or Body Corporate asset;
- (H) authorising the making of improvements to Common Property and Body Corporate assets including improvements to Common Property or assets that may benefit only some of the owners and/or occupiers;
- (I) authorising the making of improvements or alterations to a lot in the Scheme if Body Corporate approval is required;
- (J) authorising the entry by the Body Corporate into agreements with body corporates of other community titles schemes for the sharing of facilities;
- (K) granting of an occupation authority under the Regulation Module in favour of any service contractor and/or letting agent for the Scheme;
- (L) adopting a resolution to acquire or lease personal property that is required to facilitate the effective operation of the Body Corporate and the facilities provided for the use of owners and occupiers of the Scheme;
- (M) the election of executive and ordinary members of the Committee;
- (N) to authorise, ratify or give effect to anything disclosed to the Buyer in the Contract or these Disclosure Documents;
- (O) authorising the signing of any Queensland Land Registry documentation or similar documentation whether the documentation is pursuant to the *Land Title Act 1994* or some other statute or regulation to give effect to any authorisation, grant, allocation, easement, lease, surrender etc of the Body Corporate;
- (P) authorising a variation to any of the Body Corporate Agreements; and
- (Q) prohibiting or restricting the use of any voting paper (or any other document including a proxy) by the Seller;

PART A - STATUTORY DISCLOSURE

- (b) in relation to other matters, to complete, sign and lodge any instrument of consent or support to any application for:
 - (i) approval for the further carrying out of the development of the Building or any part of it; or
 - (ii) any licences or approvals required by any other owner or occupant of a lot included in the Building for the conduct of a business within or from their lot including in relation to liquor licensing approvals.

4. The Power of Attorney may be exercised by an Attorney:

- (a) in the Attorney's total discretion;
- (b) to the exclusion of the Buyer;
- (c) even if the Seller obtains a benefit for itself or a third party from doing so;
- (d) even if the exercise involves a conflict of interest or duty; and
- (e) even if the Attorney has a personal interest in doing so.

5. The Power of Attorney commences on the Contract Date and expires on the latest date permitted under Section 219(3) of the BCCM Act and not sooner than that date.

6. The Contract provides that while the Power of Attorney remains in effect, the Buyer must not transfer or assign the Lot except to a transferee or assignee who has first given a power of attorney in favour of the Seller and its directors, if a company, on the same terms as the Power of Attorney. If the Buyer does not comply with that provision, the Buyer indemnifies the Seller against all loss and damage incurred by the Seller as a result.

7. For the purposes of the grant of the Power of Attorney, the Seller includes any assignee of the Seller.

PART A - STATUTORY DISCLOSURE

IDENTIFICATION PLAN

(The Identification Plan follows this page)

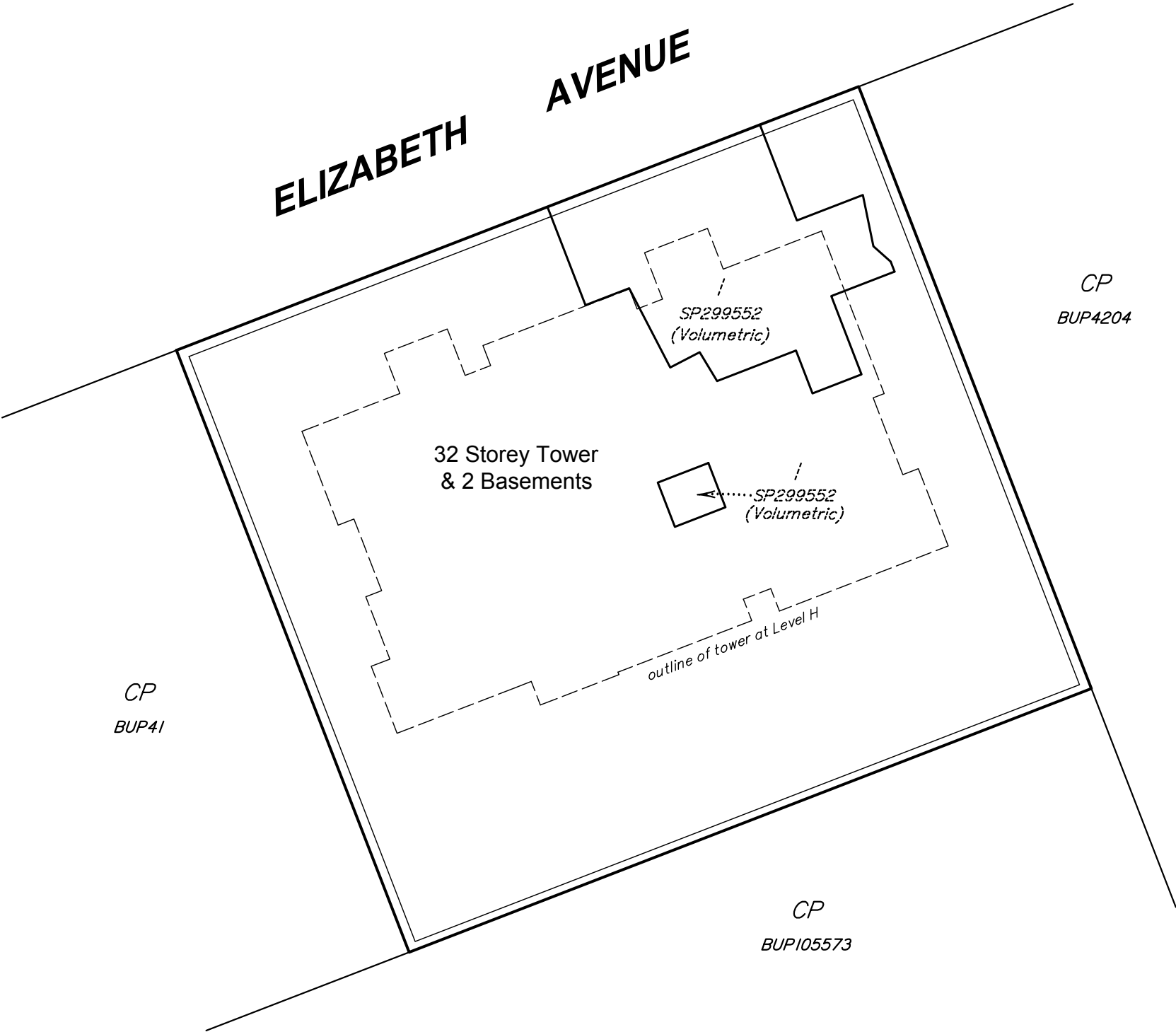
The Identification Plan identifies the Lot.

The Seller, under the Contract Terms, is entitled to make Variations to the Property (which includes the Lot). The Buyer will not Object to any Variation to the Property providing the Variation is a Permitted Variation.

Without limitation to what may constitute a Permitted Variation, a Variation in the size of the Lot as shown on the Plan and that identified on the Identification Plan will be deemed to be a Permitted Variation, unless the difference in size is greater than 5%.

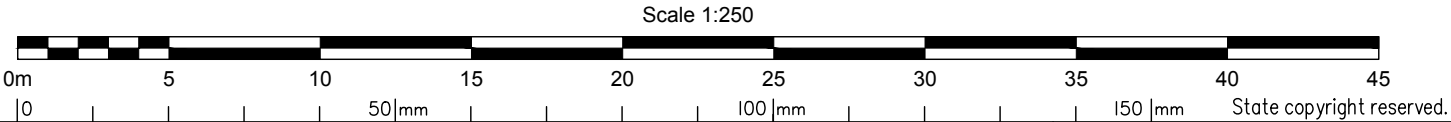
SURVEY PLAN

KOKO BROADBEACH



NOTE!
Final areas are subject to design changes, Council approval and field survey and may differ from those shown on this Identification Plan.
Final presentation of areas will comply with requirements of the Registrar of Titles and may vary from the format shown on this Identification Plan.
The Seller, under the Contract Terms, is entitled to make Variations to the Lot, including to its location, area, size, dimensions and elevation. Without limitation, if the area of the Lot on the Plan is not more than 5% different to the total area of the Lot as shown on this Identification Plan, the Variation is deemed to be a Permitted Variation and the Buyer cannot Object.

Prepared by: B.B.H. Pty. Ltd.
Cadastral Surveyor, trading as:
BENNETT + BENNETT
Surveyors + Planners
Experience, Resources... Results



NOTE!
This is a disclosure plan (building format) and the final plan may be subject to change. The proposed lots have not been defined on site, and B.B.H. Pty Ltd Cadastral Surveyor accepts no responsibility for any amendments to location, areas, or shape that may occur during the development process. This plan has been prepared for the purpose of identifying the approximate location and size of registrable interests, and has been derived from information supplied by others. Lot areas may vary by up to 5.0%. This note is an integral part of this plan and no part of the plan may be reproduced without this note.

***Disclosure Plan of Lots 1 – 99
& Common Property***

Cancelling Lot 2 on SP299552

LOCAL GOVERNMENT:
GOLD COAST CITY COUNCIL

LOCALITY:
BROADBEACH

Meridian: *SP291104*

Survey
Records: *No*

Scale: **1:250**
Format: **BUILDING**

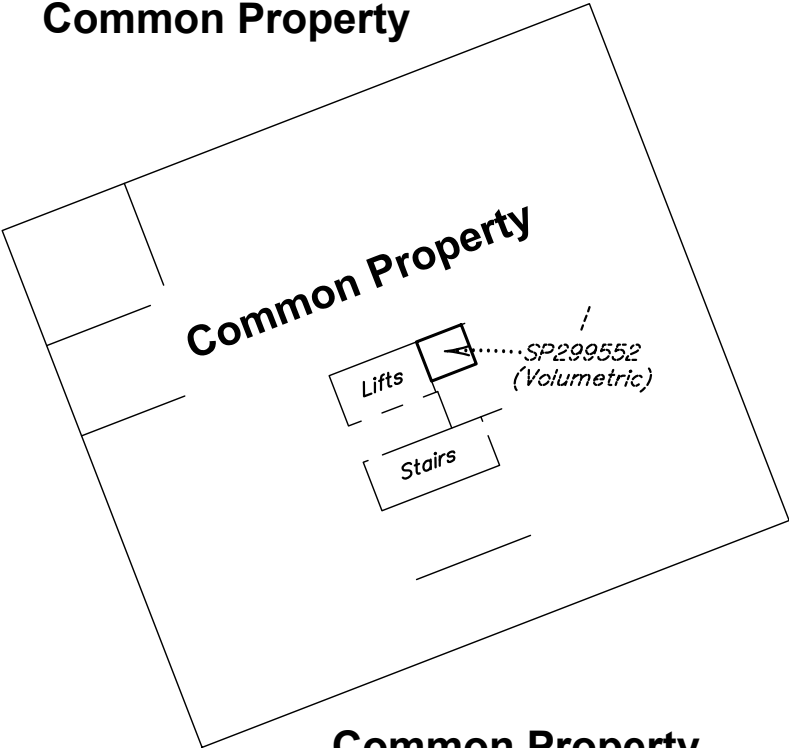
SP299558

KOKO BROADBEACH

LEVEL A

(Basement Level 2)
Scale 1:400

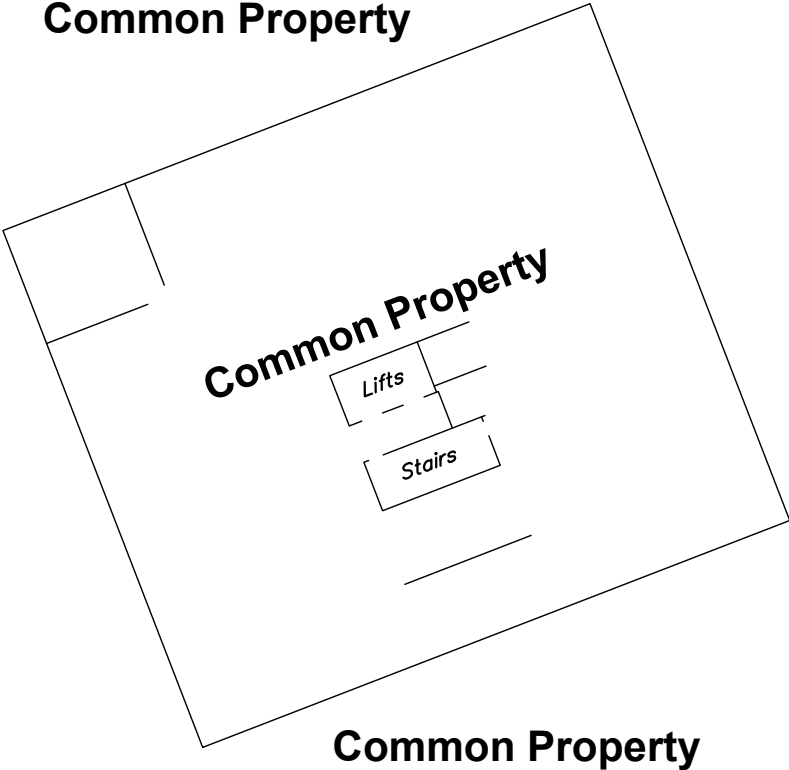
Common Property



LEVEL B

(Basement Level 1)
Scale 1:400

Common Property



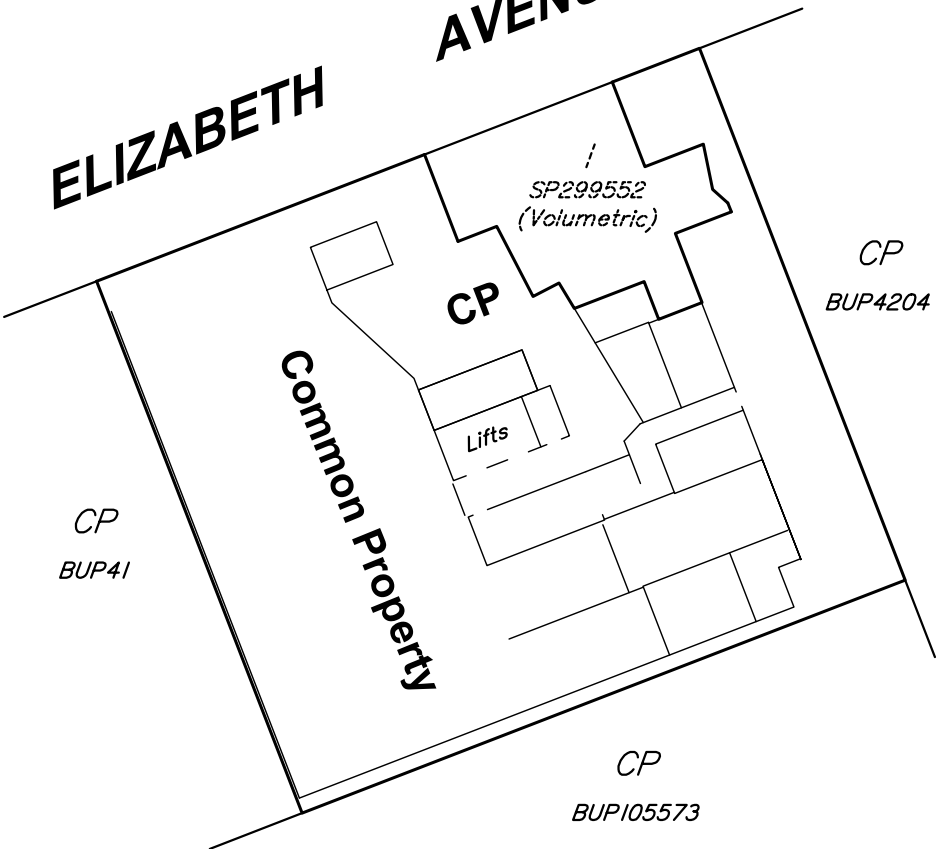
Prepared by: B.B.H. Pty. Ltd.
Cadastral Surveyor, trading as:
BENNETT + BENNETT
Surveyors + Planners
Experience, Resources... Results



LEVEL C

(Level 1 / Ground)
Scale 1:400

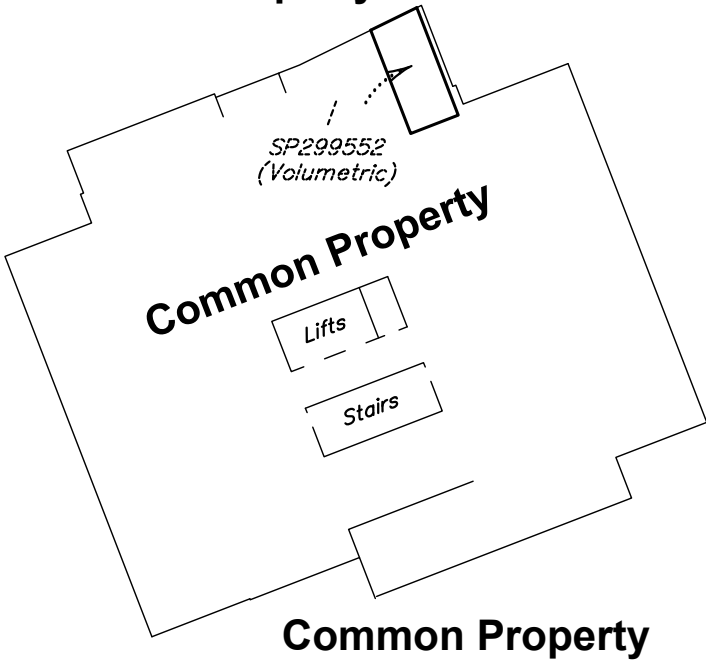
ELIZABETH AVENUE



LEVEL D

(Level 2)
Scale 1:400

Common Property

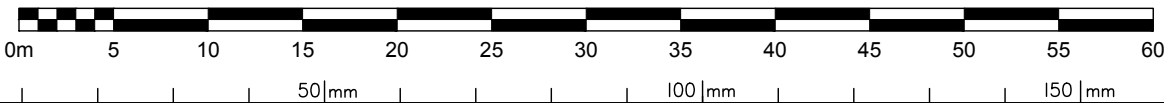


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Scale 1:400



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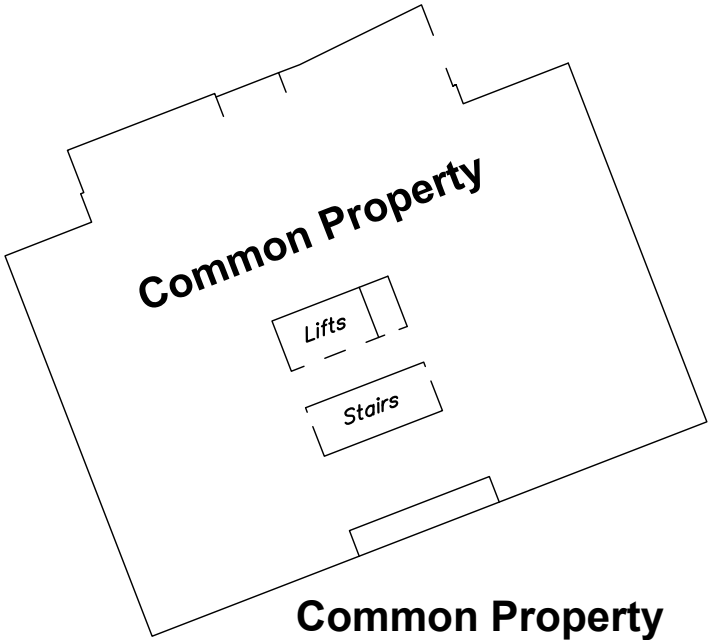
Insert Plan Number
SP299558

KOKO BROADBEACH

LEVEL E

(Level 3)
Scale 1:400

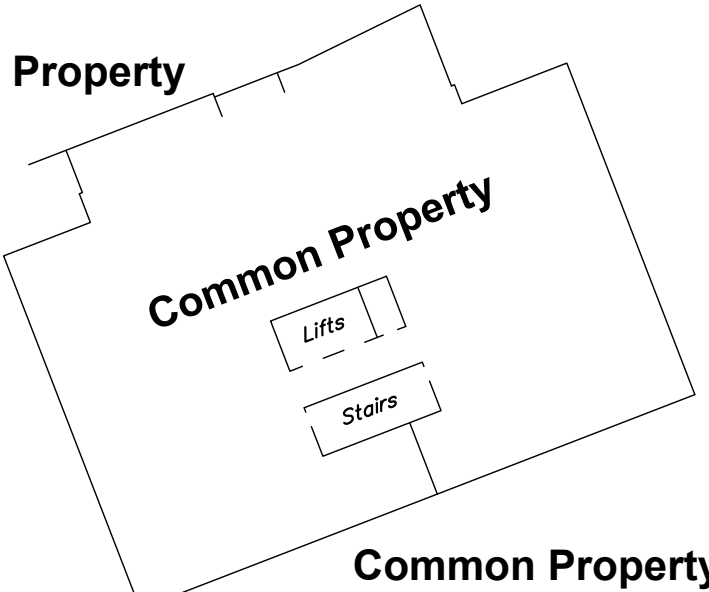
Common Property



LEVEL F

(Level 4)
Scale 1:400

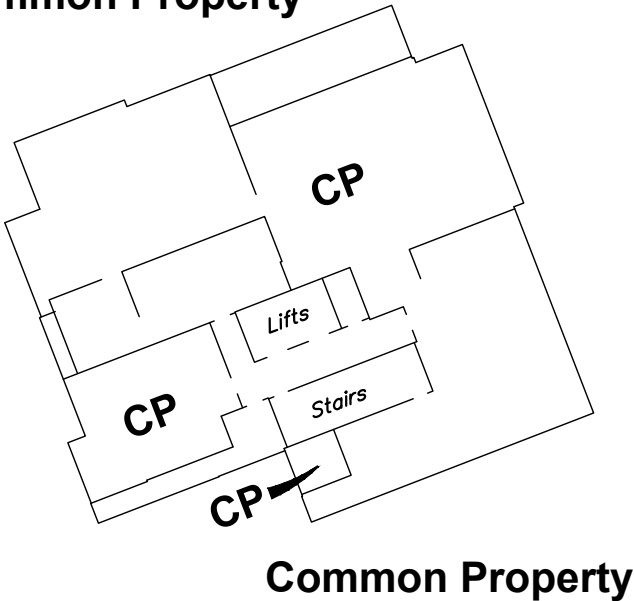
Common Property



LEVEL G

(Level 5)
Scale 1:400

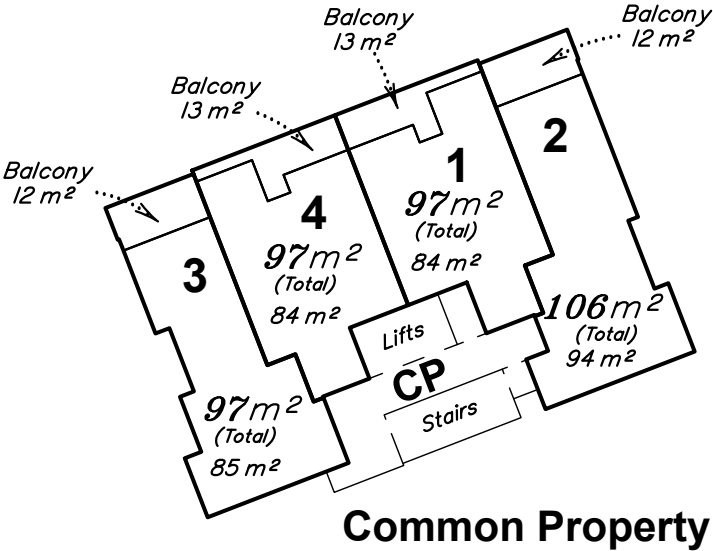
Common Property



LEVEL H

(Level 6)
Scale 1:400

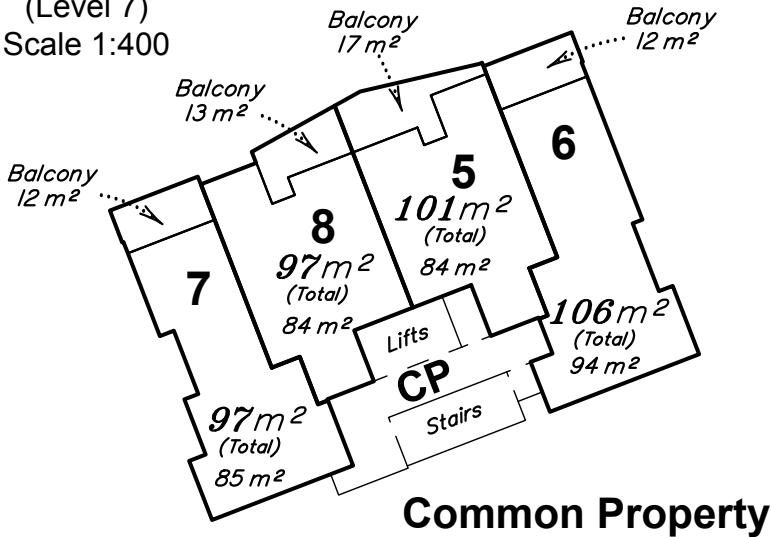
Common Property



LEVEL I

(Level 7)
Scale 1:400

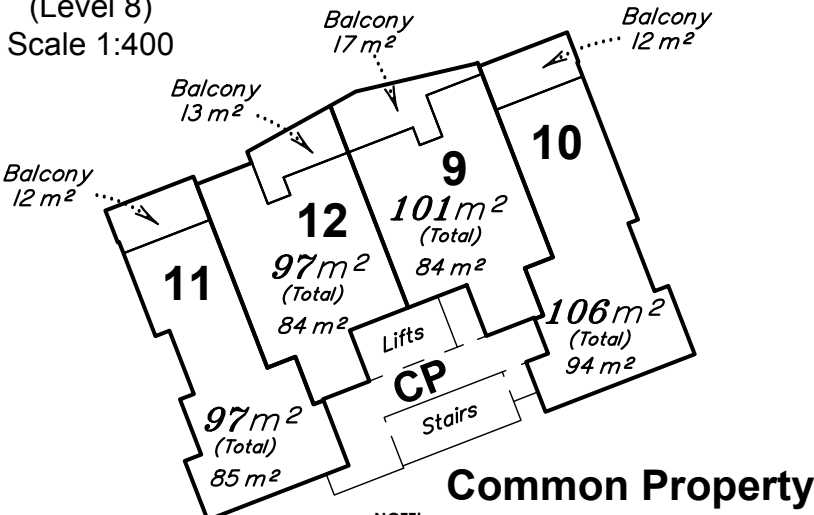
Common Property



LEVEL J

(Level 8)
Scale 1:400

Common Property



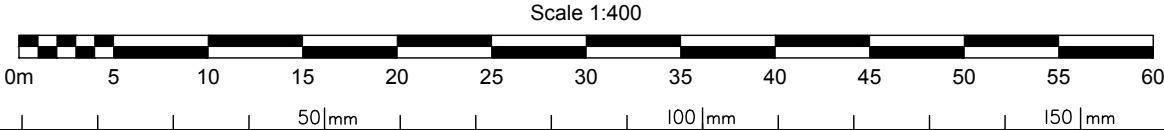
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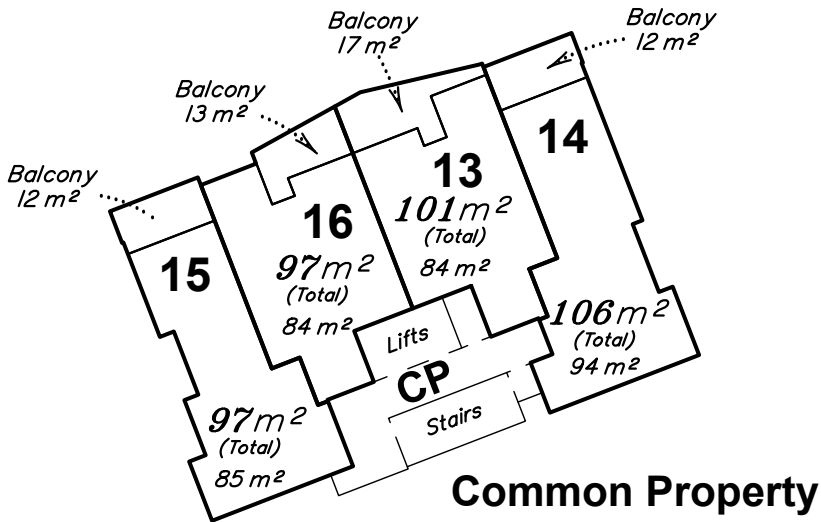
Insert Plan Number SP299558

KOKO BROADBEACH

LEVEL K

(Level 9)
Scale 1:400

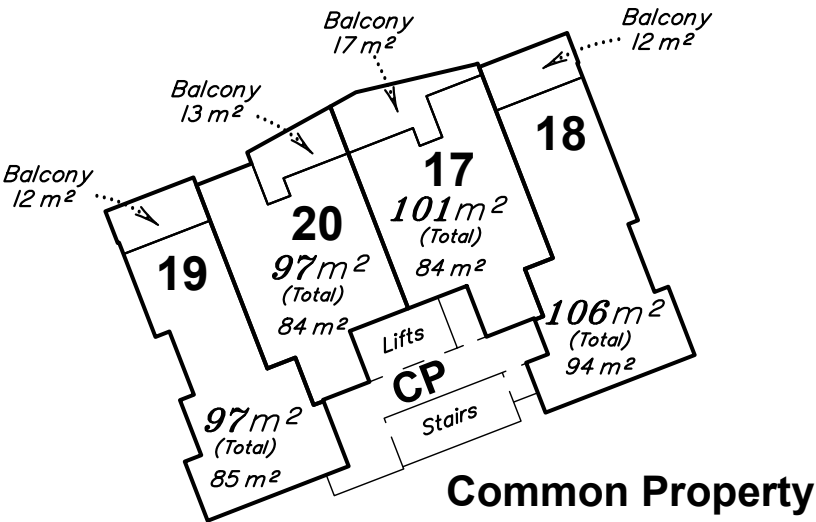
Common Property



LEVEL L

(Level 10)
Scale 1:400

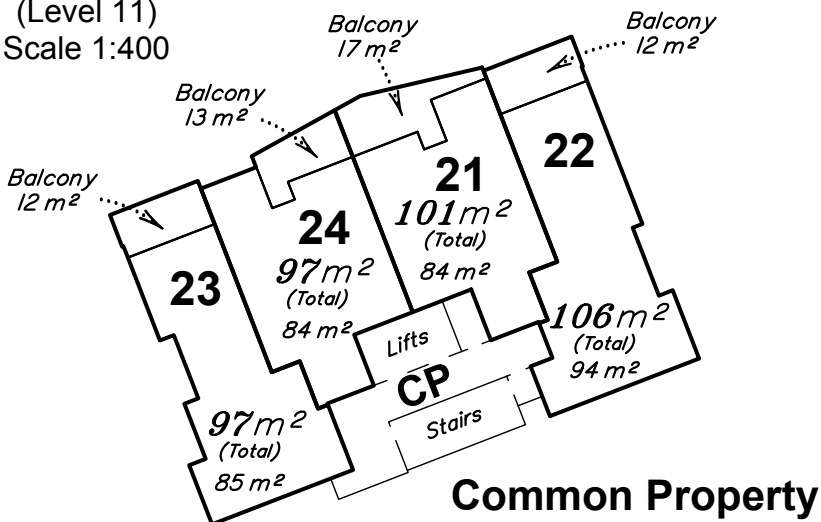
Common Property



LEVEL M

(Level 11)
Scale 1:400

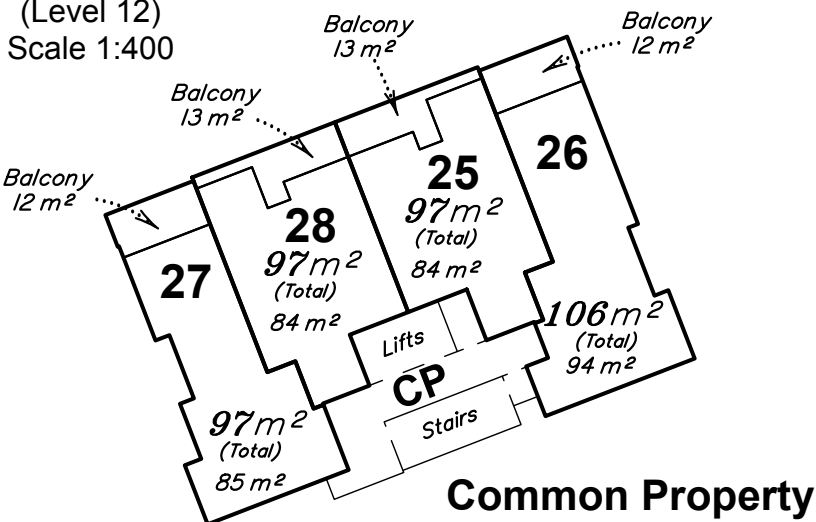
Common Property



LEVEL N

(Level 12)
Scale 1:400

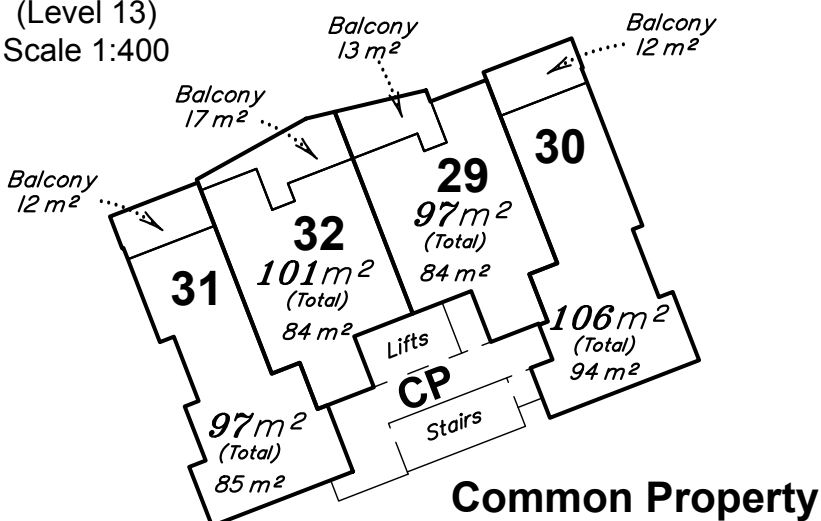
Common Property



LEVEL O

(Level 13)
Scale 1:400

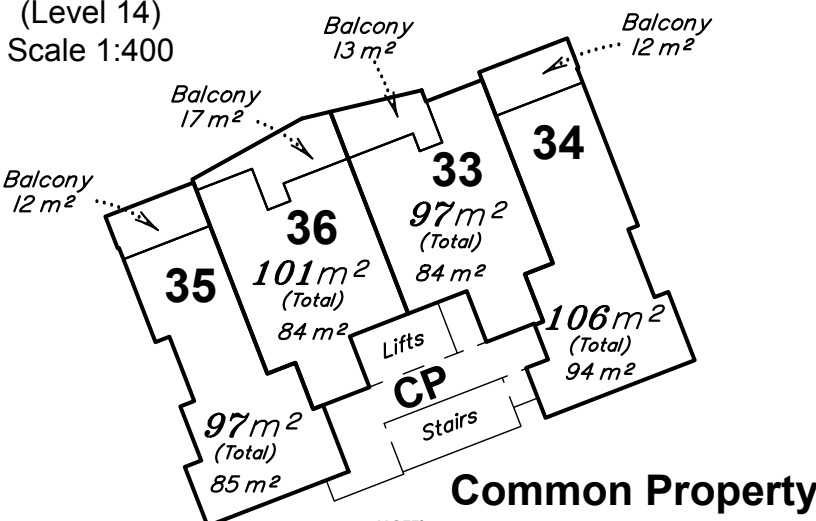
Common Property



LEVEL P

(Level 14)
Scale 1:400

Common Property



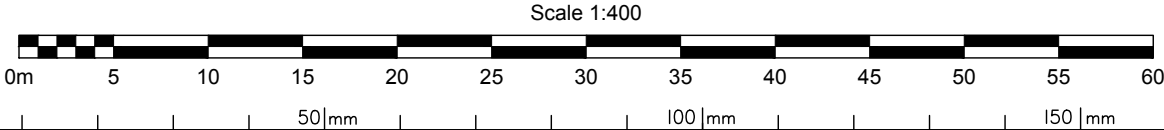
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Insert Plan Number SP299558

KOKO BROADBEACH

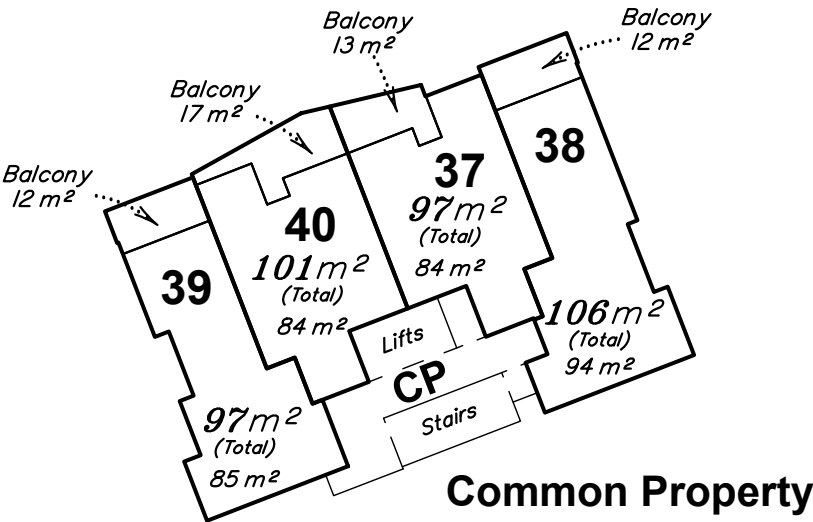
Prepared by: B.B.H. Pty. Ltd.
Cadastral Surveyor, trading as:
BENNETT + BENNETT
Surveyors + Planners
Experience, Resources... Results



LEVEL Q

(Level 15)
Scale 1:400

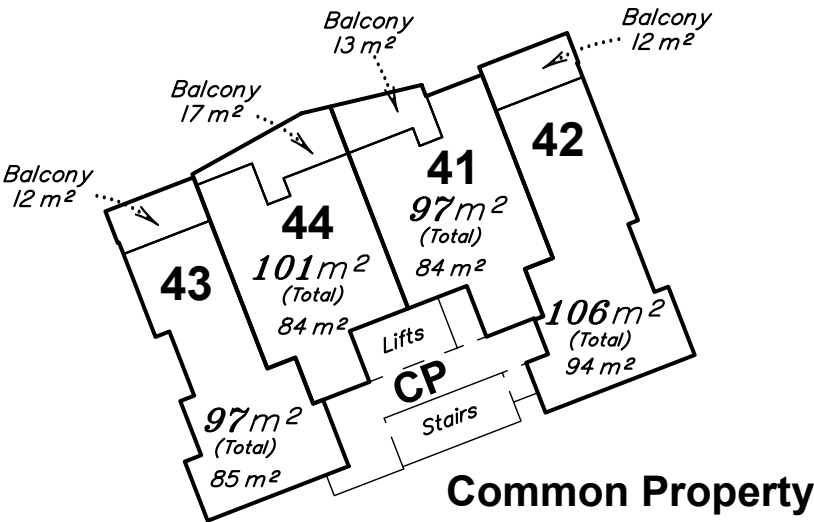
Common Property



LEVEL R

(Level 16)
Scale 1:400

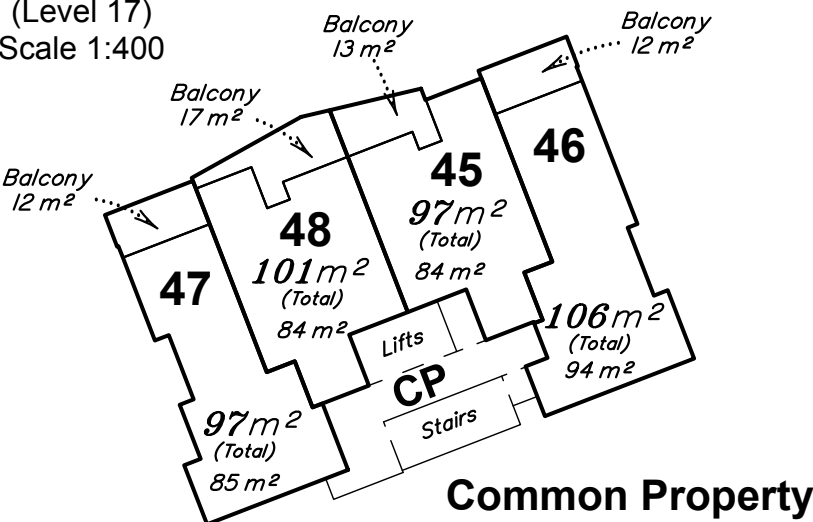
Common Property



LEVEL S

(Level 17)
Scale 1:400

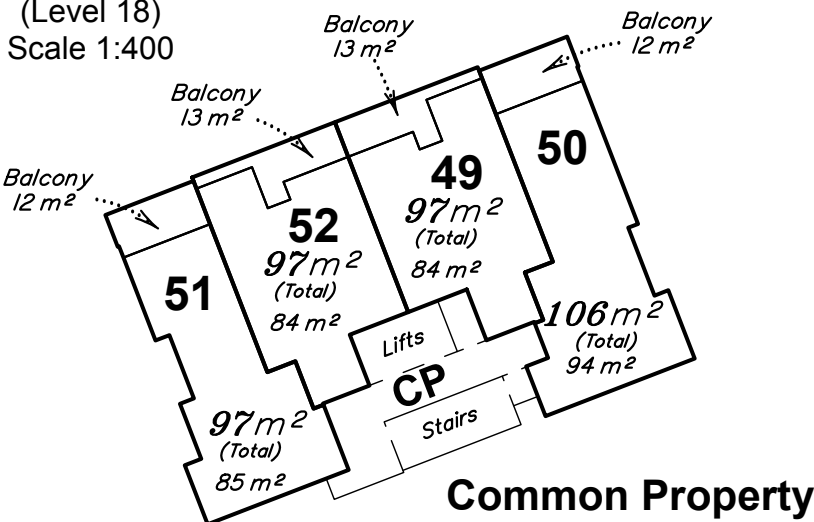
Common Property



LEVEL T

(Level 18)
Scale 1:400

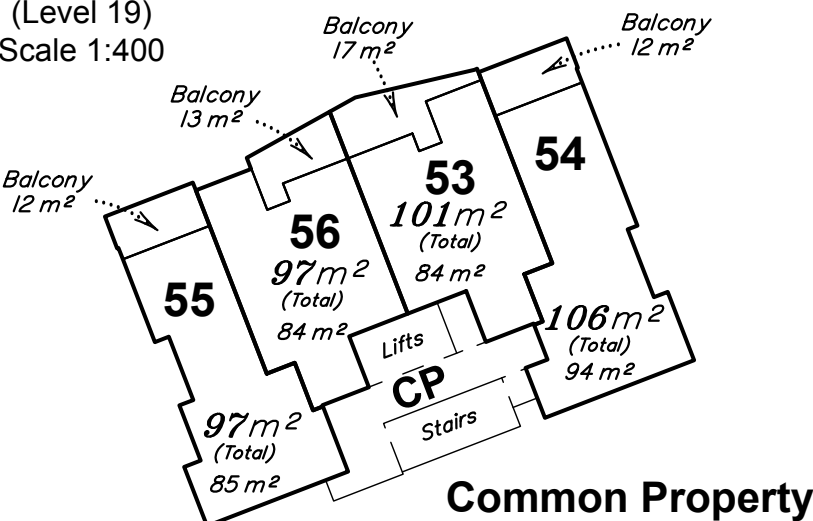
Common Property



LEVEL U

(Level 19)
Scale 1:400

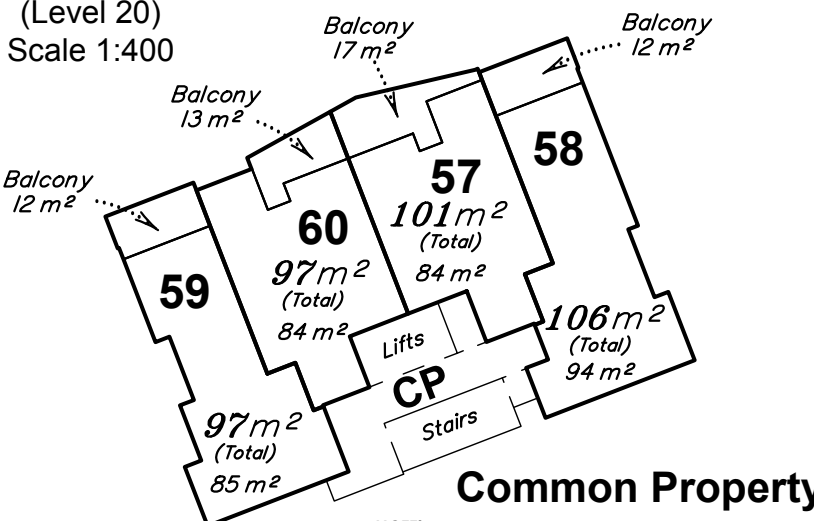
Common Property



LEVEL V

(Level 20)
Scale 1:400

Common Property



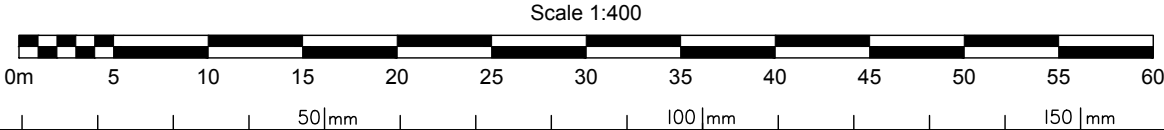
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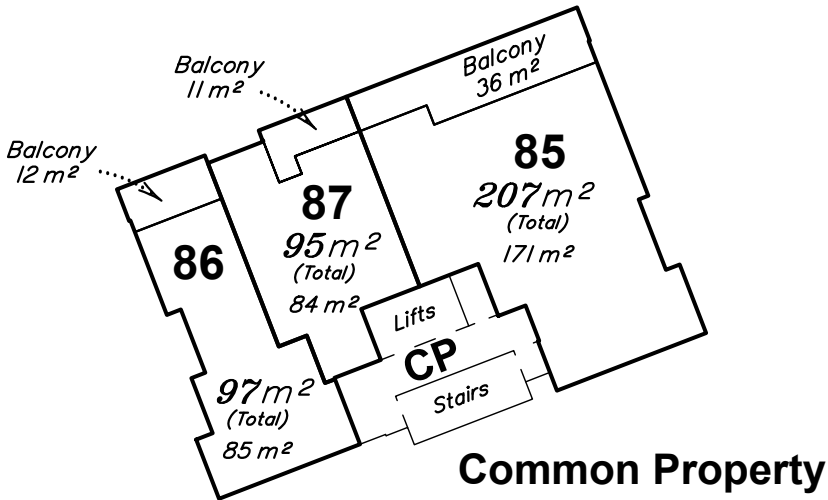
Insert Plan Number
SP299558

KOKO BROADBEACH

LEVEL AC

(Level 27)
Scale 1:200

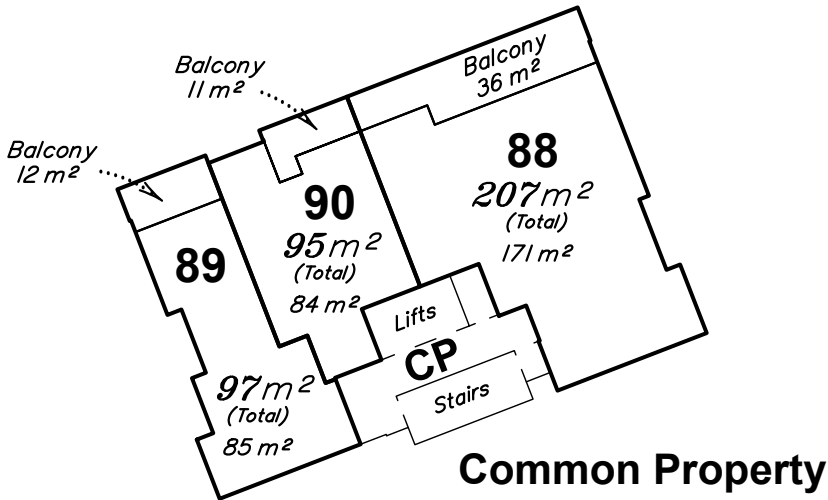
Common Property



LEVEL AD

(Level 28)
Scale 1:400

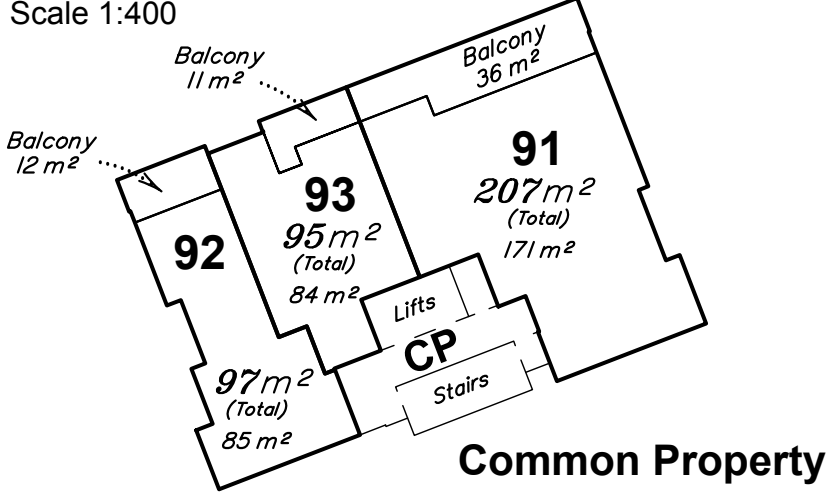
Common Property



LEVEL AE

(Level 29)
Scale 1:400

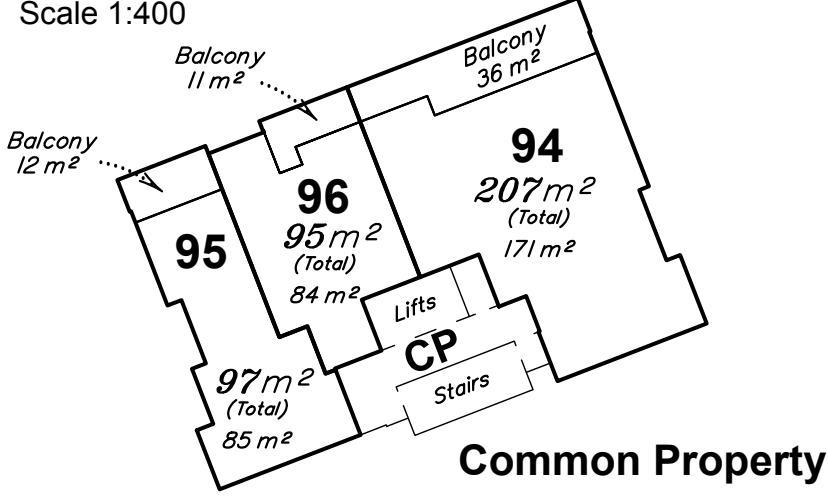
Common Property



LEVEL AF

(Level 30)
Scale 1:400

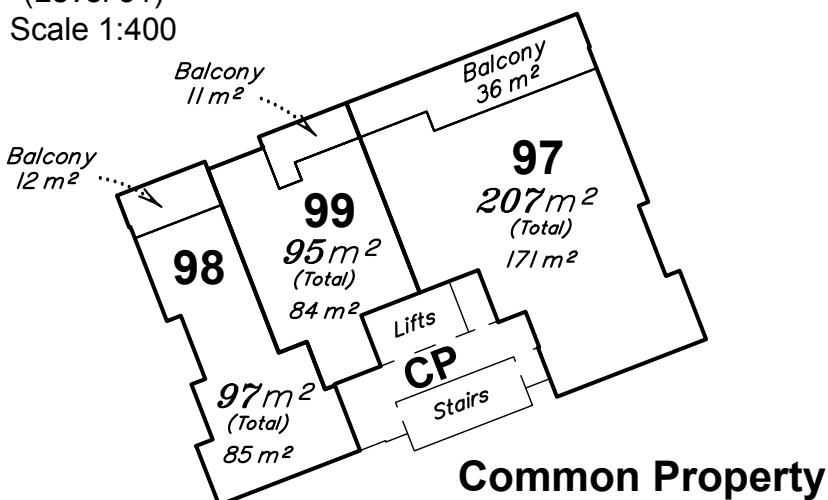
Common Property



LEVEL AG

(Level 31)
Scale 1:400

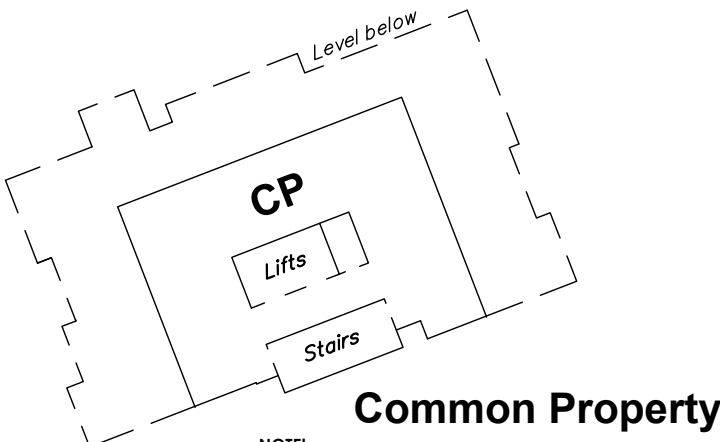
Common Property



LEVEL AH

(Level 32 / Roof)
Scale 1:400

Common Property



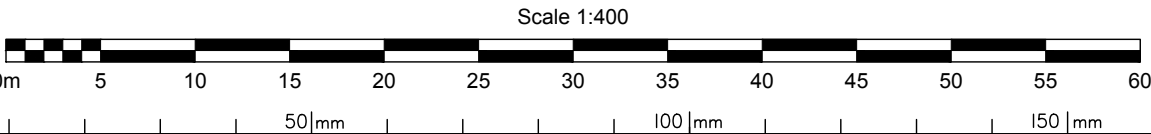
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Insert Plan Number SP299558

PART A - STATUTORY DISCLOSURE
SCHEDULE OF PROPOSED CONTRIBUTIONS

(follows this page)

KOKO Broadbeach

MPG Elston Pty Ltd

Schedule of Proposed Contributions

Total Number of Lots	99
Total Contribution Schedule Lot Entitlement:	9,971
Total Interest Schedule Lot Entitlement:	10,002
Administration fund (without insurance reimbursement (building)) per contribution schedule lot entitlement	\$ 34.55
Sinking fund per contribution schedule lot entitlement	\$ 8.74
Insurance Provision (Building) per interest schedule lot entitlement	\$ 3.43

BODY CORPORATE LEVY INFORMATION														
			A	B	C	(A + B + C)	Included in A							
Lot Number	Contribution Schedule Lot Entitlements "CSLE"	Interest Schedule Lot Entitlements "ISLE"	Administration Fund Inc GST by CSLE	Sinking Fund Inc GST by CSLE	Insurance Provision (Building) Inc GST by ISLE	Total Annual Contribution Inc GST	MELA Agreement Inc GST by CSLE	Body Corporate Manager Inc GST by CSLE	Origin Hot Water & Gas Agreement Inc GST	Origin Embedded Network Bulk Electricity Inc GST	SAS Utility billing Agreement Inc GST	Stormwater Agreement Incl GST	Alarm Agreement Inc GST	Total Weekly Contribution Inc GST
1	99	76	\$3,420.61	\$865.00	\$260.40	\$4,546.01	\$1,189.37	\$205.71	\$5.46	\$360.42	\$1.15	\$50.46	\$36.59	\$87.42
2	101	70	\$3,489.72	\$882.47	\$239.85	\$4,612.03	\$1,213.40	\$209.87	\$5.57	\$367.70	\$1.17	\$51.48	\$37.33	\$88.69
3	99	81	\$3,420.61	\$865.00	\$277.54	\$4,563.14	\$1,189.37	\$205.71	\$5.46	\$360.42	\$1.15	\$50.46	\$36.59	\$87.75
4	99	76	\$3,420.61	\$865.00	\$260.40	\$4,546.01	\$1,189.37	\$205.71	\$5.46	\$360.42	\$1.15	\$50.46	\$36.59	\$87.42
5	100	78	\$3,455.16	\$873.73	\$267.26	\$4,596.15	\$1,201.38	\$207.79	\$5.52	\$364.06	\$1.16	\$50.97	\$36.96	\$88.39
6	101	72	\$3,489.72	\$882.47	\$246.70	\$4,618.89	\$1,213.40	\$209.87	\$5.57	\$367.70	\$1.17	\$51.48	\$37.33	\$88.82
7	99	84	\$3,420.61	\$865.00	\$287.81	\$4,573.42	\$1,189.37	\$205.71	\$5.46	\$360.42	\$1.15	\$50.46	\$36.59	\$87.95
8	99	78	\$3,420.61	\$865.00	\$267.26	\$4,552.87	\$1,189.37	\$205.71	\$5.46	\$360.42	\$1.15	\$50.46	\$36.59	\$87.56
9	100	80	\$3,455.16	\$873.73	\$274.11	\$4,603.01	\$1,201.38	\$207.79	\$5.52	\$364.06	\$1.16	\$50.97	\$36.96	\$88.52
10	101	74	\$3,489.72	\$882.47	\$253.55	\$4,625.74	\$1,213.40	\$209.87	\$5.57	\$367.70	\$1.17	\$51.48	\$37.33	\$88.96
11	99	86	\$3,420.61	\$865.00	\$294.67	\$4,580.28	\$1,189.37	\$205.71	\$5.46	\$360.42	\$1.15	\$50.46	\$36.59	\$88.08
12	99	80	\$3,420.61	\$865.00	\$274.11	\$4,559.72	\$1,189.37	\$205.71	\$5.46	\$360.42	\$1.15	\$50.46	\$36.59	\$87.69
13	100	83	\$3,455.16	\$873.73	\$284.39	\$4,613.29	\$1,201.38	\$207.79	\$5.52	\$364.06	\$1.16	\$50.97	\$36.96	\$88.72
14	101	77	\$3,489.72	\$882.47	\$263.83	\$4,636.02	\$1,213.40	\$209.87	\$5.57	\$367.70	\$1.17	\$51.48	\$37.33	\$89.15
15	99	88	\$3,420.61	\$865.00	\$301.52	\$4,587.13	\$1,189.37	\$205.71	\$5.46	\$360.42	\$1.15	\$50.46	\$36.59	\$88.21
16	99	83	\$3,420.61	\$865.00	\$284.39	\$4,570.00	\$1,189.37	\$205.71	\$5.46	\$360.42	\$1.15	\$50.46	\$36.59	\$87.88
17	100	85	\$3,455.16	\$873.73	\$291.24	\$4,620.14	\$1,201.38	\$207.79	\$5.52	\$364.06	\$1.16	\$50.97	\$36.96	\$88.85

Lot Number	Contribution Schedule Lot Entitlements "CSLE"	Interest Schedule Lot Entitlements "ISLE"	Administration Fund Inc GST by CSLE	Sinking Fund Inc GST by CSLE	Insurance Provision (Building) Inc GST by ISLE	Total Annual Contribution Inc GST	MELA Agreement Inc GST by CSLE	Body Corporate Manager Inc GST by CSLE	Origin Hot Water & Gas Agreement inc GST	Origin Embedded Network Bulk Electricity Inc GST	SAS Utility billing Agreement Inc GST	Stormwater Agreement Incl GST	Alarm Agreement Inc GST	Total Weekly Contribution Inc GST
18	101	79	\$3,489.72	\$882.47	\$270.68	\$4,642.87	\$1,213.40	\$209.87	\$5.57	\$367.70	\$1.17	\$51.48	\$37.33	\$89.29
19	99	91	\$3,420.61	\$865.00	\$311.80	\$4,597.41	\$1,189.37	\$205.71	\$5.46	\$360.42	\$1.15	\$50.46	\$36.59	\$88.41
20	99	85	\$3,420.61	\$865.00	\$291.24	\$4,576.85	\$1,189.37	\$205.71	\$5.46	\$360.42	\$1.15	\$50.46	\$36.59	\$88.02
21	100	87	\$3,455.16	\$873.73	\$298.09	\$4,626.99	\$1,201.38	\$207.79	\$5.52	\$364.06	\$1.16	\$50.97	\$36.96	\$88.98
22	101	81	\$3,489.72	\$882.47	\$277.54	\$4,649.72	\$1,213.40	\$209.87	\$5.57	\$367.70	\$1.17	\$51.48	\$37.33	\$89.42
23	99	93	\$3,420.61	\$865.00	\$318.65	\$4,604.26	\$1,189.37	\$205.71	\$5.46	\$360.42	\$1.15	\$50.46	\$36.59	\$88.54
24	99	87	\$3,420.61	\$865.00	\$298.09	\$4,583.70	\$1,189.37	\$205.71	\$5.46	\$360.42	\$1.15	\$50.46	\$36.59	\$88.15
25	99	88	\$3,420.61	\$865.00	\$301.52	\$4,587.13	\$1,189.37	\$205.71	\$5.46	\$360.42	\$1.15	\$50.46	\$36.59	\$88.21
26	101	83	\$3,489.72	\$882.47	\$284.39	\$4,656.58	\$1,213.40	\$209.87	\$5.57	\$367.70	\$1.17	\$51.48	\$37.33	\$89.55
27	99	94	\$3,420.61	\$865.00	\$322.08	\$4,607.69	\$1,189.37	\$205.71	\$5.46	\$360.42	\$1.15	\$50.46	\$36.59	\$88.61
28	99	88	\$3,420.61	\$865.00	\$301.52	\$4,587.13	\$1,189.37	\$205.71	\$5.46	\$360.42	\$1.15	\$50.46	\$36.59	\$88.21
29	99	90	\$3,420.61	\$865.00	\$308.37	\$4,593.98	\$1,189.37	\$205.71	\$5.46	\$360.42	\$1.15	\$50.46	\$36.59	\$88.35
30	101	84	\$3,489.72	\$882.47	\$287.81	\$4,660.00	\$1,213.40	\$209.87	\$5.57	\$367.70	\$1.17	\$51.48	\$37.33	\$89.62
31	99	95	\$3,420.61	\$865.00	\$325.50	\$4,611.11	\$1,189.37	\$205.71	\$5.46	\$360.42	\$1.15	\$50.46	\$36.59	\$88.68
32	100	90	\$3,455.16	\$873.73	\$308.37	\$4,637.27	\$1,201.38	\$207.79	\$5.52	\$364.06	\$1.16	\$50.97	\$36.96	\$89.18
33	99	91	\$3,420.61	\$865.00	\$311.80	\$4,597.41	\$1,189.37	\$205.71	\$5.46	\$360.42	\$1.15	\$50.46	\$36.59	\$88.41
34	101	85	\$3,489.72	\$882.47	\$291.24	\$4,663.43	\$1,213.40	\$209.87	\$5.57	\$367.70	\$1.17	\$51.48	\$37.33	\$89.68
35	99	97	\$3,420.61	\$865.00	\$332.36	\$4,617.97	\$1,189.37	\$205.71	\$5.46	\$360.42	\$1.15	\$50.46	\$36.59	\$88.81
36	100	91	\$3,455.16	\$873.73	\$311.80	\$4,640.70	\$1,201.38	\$207.79	\$5.52	\$364.06	\$1.16	\$50.97	\$36.96	\$89.24
37	99	92	\$3,420.61	\$865.00	\$315.23	\$4,600.83	\$1,189.37	\$205.71	\$5.46	\$360.42	\$1.15	\$50.46	\$36.59	\$88.48
38	101	86	\$3,489.72	\$882.47	\$294.67	\$4,666.85	\$1,213.40	\$209.87	\$5.57	\$367.70	\$1.17	\$51.48	\$37.33	\$89.75
39	99	98	\$3,420.61	\$865.00	\$335.78	\$4,621.39	\$1,189.37	\$205.71	\$5.46	\$360.42	\$1.15	\$50.46	\$36.59	\$88.87
40	100	92	\$3,455.16	\$873.73	\$315.23	\$4,644.12	\$1,201.38	\$207.79	\$5.52	\$364.06	\$1.16	\$50.97	\$36.96	\$89.31
41	99	93	\$3,420.61	\$865.00	\$318.65	\$4,604.26	\$1,189.37	\$205.71	\$5.46	\$360.42	\$1.15	\$50.46	\$36.59	\$88.54
42	101	87	\$3,489.72	\$882.47	\$298.09	\$4,670.28	\$1,213.40	\$209.87	\$5.57	\$367.70	\$1.17	\$51.48	\$37.33	\$89.81
43	99	99	\$3,420.61	\$865.00	\$339.21	\$4,624.82	\$1,189.37	\$205.71	\$5.46	\$360.42	\$1.15	\$50.46	\$36.59	\$88.94
44	100	93	\$3,455.16	\$873.73	\$318.65	\$4,647.55	\$1,201.38	\$207.79	\$5.52	\$364.06	\$1.16	\$50.97	\$36.96	\$89.38
45	99	94	\$3,420.61	\$865.00	\$322.08	\$4,607.69	\$1,189.37	\$205.71	\$5.46	\$360.42	\$1.15	\$50.46	\$36.59	\$88.61
46	101	88	\$3,489.72	\$882.47	\$301.52	\$4,673.71	\$1,213.40	\$209.87	\$5.57	\$367.70	\$1.17	\$51.48	\$37.33	\$89.88
47	99	100	\$3,420.61	\$865.00	\$342.64	\$4,628.25	\$1,189.37	\$205.71	\$5.46	\$360.42	\$1.15	\$50.46	\$36.59	\$89.00
48	100	94	\$3,455.16	\$873.73	\$322.08	\$4,650.98	\$1,201.38	\$207.79	\$5.52	\$364.06	\$1.16	\$50.97	\$36.96	\$89.44

Lot Number	Contribution Schedule Lot Entitlements "CSLE"	Interest Schedule Lot Entitlements "ISLE"	Administration Fund Inc GST by CSLE	Sinking Fund Inc GST by CSLE	Insurance Provision (Building) Inc GST by ISLE	Total Annual Contribution Inc GST	MELA Agreement Inc GST by CSLE	Body Corporate Manager Inc GST by CSLE	Origin Hot Water & Gas Agreement inc GST	Origin Embedded Network Bulk Electricity Inc GST	SAS Utility billing Agreement Inc GST	Stormwater Agreement Incl GST	Alarm Agreement Inc GST	Total Weekly Contribution Inc GST
49	99	95	\$3,420.61	\$865.00	\$325.50	\$4,611.11	\$1,189.37	\$205.71	\$5.46	\$360.42	\$1.15	\$50.46	\$36.59	\$88.68
50	101	90	\$3,489.72	\$882.47	\$308.37	\$4,680.56	\$1,213.40	\$209.87	\$5.57	\$367.70	\$1.17	\$51.48	\$37.33	\$90.01
51	99	101	\$3,420.61	\$865.00	\$346.06	\$4,631.67	\$1,189.37	\$205.71	\$5.46	\$360.42	\$1.15	\$50.46	\$36.59	\$89.07
52	99	95	\$3,420.61	\$865.00	\$325.50	\$4,611.11	\$1,189.37	\$205.71	\$5.46	\$360.42	\$1.15	\$50.46	\$36.59	\$88.68
53	100	97	\$3,455.16	\$873.73	\$332.36	\$4,661.26	\$1,201.38	\$207.79	\$5.52	\$364.06	\$1.16	\$50.97	\$36.96	\$89.64
54	101	91	\$3,489.72	\$882.47	\$311.80	\$4,683.99	\$1,213.40	\$209.87	\$5.57	\$367.70	\$1.17	\$51.48	\$37.33	\$90.08
55	99	102	\$3,420.61	\$865.00	\$349.49	\$4,635.10	\$1,189.37	\$205.71	\$5.46	\$360.42	\$1.15	\$50.46	\$36.59	\$89.14
56	99	97	\$3,420.61	\$865.00	\$332.36	\$4,617.97	\$1,189.37	\$205.71	\$5.46	\$360.42	\$1.15	\$50.46	\$36.59	\$88.81
57	100	98	\$3,455.16	\$873.73	\$335.78	\$4,664.68	\$1,201.38	\$207.79	\$5.52	\$364.06	\$1.16	\$50.97	\$36.96	\$89.71
58	101	92	\$3,489.72	\$882.47	\$315.23	\$4,687.41	\$1,213.40	\$209.87	\$5.57	\$367.70	\$1.17	\$51.48	\$37.33	\$90.14
59	99	104	\$3,420.61	\$865.00	\$356.34	\$4,641.95	\$1,189.37	\$205.71	\$5.46	\$360.42	\$1.15	\$50.46	\$36.59	\$89.27
60	99	98	\$3,420.61	\$865.00	\$335.78	\$4,621.39	\$1,189.37	\$205.71	\$5.46	\$360.42	\$1.15	\$50.46	\$36.59	\$88.87
61	100	99	\$3,455.16	\$873.73	\$339.21	\$4,668.11	\$1,201.38	\$207.79	\$5.52	\$364.06	\$1.16	\$50.97	\$36.96	\$89.77
62	101	93	\$3,489.72	\$882.47	\$318.65	\$4,690.84	\$1,213.40	\$209.87	\$5.57	\$367.70	\$1.17	\$51.48	\$37.33	\$90.21
63	99	105	\$3,420.61	\$865.00	\$359.77	\$4,645.38	\$1,189.37	\$205.71	\$5.46	\$360.42	\$1.15	\$50.46	\$36.59	\$89.33
64	99	99	\$3,420.61	\$865.00	\$339.21	\$4,624.82	\$1,189.37	\$205.71	\$5.46	\$360.42	\$1.15	\$50.46	\$36.59	\$88.94
65	100	100	\$3,455.16	\$873.73	\$342.64	\$4,671.53	\$1,201.38	\$207.79	\$5.52	\$364.06	\$1.16	\$50.97	\$36.96	\$89.84
66	101	94	\$3,489.72	\$882.47	\$322.08	\$4,694.27	\$1,213.40	\$209.87	\$5.57	\$367.70	\$1.17	\$51.48	\$37.33	\$90.27
67	99	107	\$3,420.61	\$865.00	\$366.62	\$4,652.23	\$1,189.37	\$205.71	\$5.46	\$360.42	\$1.15	\$50.46	\$36.59	\$89.47
68	99	100	\$3,420.61	\$865.00	\$342.64	\$4,628.25	\$1,189.37	\$205.71	\$5.46	\$360.42	\$1.15	\$50.46	\$36.59	\$89.00
69	100	101	\$3,455.16	\$873.73	\$346.06	\$4,674.96	\$1,201.38	\$207.79	\$5.52	\$364.06	\$1.16	\$50.97	\$36.96	\$89.90
70	101	95	\$3,489.72	\$882.47	\$325.50	\$4,697.69	\$1,213.40	\$209.87	\$5.57	\$367.70	\$1.17	\$51.48	\$37.33	\$90.34
71	99	109	\$3,420.61	\$865.00	\$373.47	\$4,659.08	\$1,189.37	\$205.71	\$5.46	\$360.42	\$1.15	\$50.46	\$36.59	\$89.60
72	99	101	\$3,420.61	\$865.00	\$346.06	\$4,631.67	\$1,189.37	\$205.71	\$5.46	\$360.42	\$1.15	\$50.46	\$36.59	\$89.07
73	100	102	\$3,455.16	\$873.73	\$349.49	\$4,678.39	\$1,201.38	\$207.79	\$5.52	\$364.06	\$1.16	\$50.97	\$36.96	\$89.97
74	101	97	\$3,489.72	\$882.47	\$332.36	\$4,704.54	\$1,213.40	\$209.87	\$5.57	\$367.70	\$1.17	\$51.48	\$37.33	\$90.47
75	99	112	\$3,420.61	\$865.00	\$383.75	\$4,669.36	\$1,189.37	\$205.71	\$5.46	\$360.42	\$1.15	\$50.46	\$36.59	\$89.80
76	99	102	\$3,420.61	\$865.00	\$349.49	\$4,635.10	\$1,189.37	\$205.71	\$5.46	\$360.42	\$1.15	\$50.46	\$36.59	\$89.14
77	100	104	\$3,455.16	\$873.73	\$356.34	\$4,685.24	\$1,201.38	\$207.79	\$5.52	\$364.06	\$1.16	\$50.97	\$36.96	\$90.10
78	101	98	\$3,489.72	\$882.47	\$335.78	\$4,707.97	\$1,213.40	\$209.87	\$5.57	\$367.70	\$1.17	\$51.48	\$37.33	\$90.54
79	99	114	\$3,420.61	\$865.00	\$390.61	\$4,676.21	\$1,189.37	\$205.71	\$5.46	\$360.42	\$1.15	\$50.46	\$36.59	\$89.93

Lot Number	Contribution Schedule Lot Entitlements "CSLE"	Interest Schedule Lot Entitlements "ISLE"	Administration Fund Inc GST by CSLE	Sinking Fund Inc GST by CSLE	Insurance Provision (Building) Inc GST by ISLE	Total Annual Contribution Inc GST	MELA Agreement Inc GST by CSLE	Body Corporate Manager Inc GST by CSLE	Origin Hot Water & Gas Agreement inc GST	Origin Embedded Network Bulk Electricity Inc GST	SAS Utility billing Agreement Inc GST	Stormwater Agreement Incl GST	Alarm Agreement Inc GST	Total Weekly Contribution Inc GST
80	99	104	\$3,420.61	\$865.00	\$356.34	\$4,641.95	\$1,189.37	\$205.71	\$5.46	\$360.42	\$1.15	\$50.46	\$36.59	\$89.27
81	100	105	\$3,455.16	\$873.73	\$359.77	\$4,688.67	\$1,201.38	\$207.79	\$5.52	\$364.06	\$1.16	\$50.97	\$36.96	\$90.17
82	101	99	\$3,489.72	\$882.47	\$339.21	\$4,711.40	\$1,213.40	\$209.87	\$5.57	\$367.70	\$1.17	\$51.48	\$37.33	\$90.60
83	99	116	\$3,420.61	\$865.00	\$397.46	\$4,683.07	\$1,189.37	\$205.71	\$5.46	\$360.42	\$1.15	\$50.46	\$36.59	\$90.06
84	99	105	\$3,420.61	\$865.00	\$359.77	\$4,645.38	\$1,189.37	\$205.71	\$5.46	\$360.42	\$1.15	\$50.46	\$36.59	\$89.33
85	121	100	\$4,180.75	\$1,057.22	\$342.64	\$5,580.60	\$1,453.67	\$251.42	\$6.67	\$440.51	\$1.40	\$61.67	\$44.72	\$107.32
86	99	221	\$3,420.61	\$865.00	\$757.23	\$5,042.84	\$1,189.37	\$205.71	\$5.46	\$360.42	\$1.15	\$50.46	\$36.59	\$96.98
87	99	107	\$3,420.61	\$865.00	\$366.62	\$4,652.23	\$1,189.37	\$205.71	\$5.46	\$360.42	\$1.15	\$50.46	\$36.59	\$89.47
88	121	101	\$4,180.75	\$1,057.22	\$346.06	\$5,584.03	\$1,453.67	\$251.42	\$6.67	\$440.51	\$1.40	\$61.67	\$44.72	\$107.39
89	99	227	\$3,420.61	\$865.00	\$777.78	\$5,063.39	\$1,189.37	\$205.71	\$5.46	\$360.42	\$1.15	\$50.46	\$36.59	\$97.37
90	99	109	\$3,420.61	\$865.00	\$373.47	\$4,659.08	\$1,189.37	\$205.71	\$5.46	\$360.42	\$1.15	\$50.46	\$36.59	\$89.60
91	121	102	\$4,180.75	\$1,057.22	\$349.49	\$5,587.46	\$1,453.67	\$251.42	\$6.67	\$440.51	\$1.40	\$61.67	\$44.72	\$107.45
92	99	233	\$3,420.61	\$865.00	\$798.34	\$5,083.95	\$1,189.37	\$205.71	\$5.46	\$360.42	\$1.15	\$50.46	\$36.59	\$97.77
93	99	112	\$3,420.61	\$865.00	\$383.75	\$4,669.36	\$1,189.37	\$205.71	\$5.46	\$360.42	\$1.15	\$50.46	\$36.59	\$89.80
94	121	104	\$4,180.75	\$1,057.22	\$356.34	\$5,594.31	\$1,453.67	\$251.42	\$6.67	\$440.51	\$1.40	\$61.67	\$44.72	\$107.58
95	99	239	\$3,420.61	\$865.00	\$818.90	\$5,104.51	\$1,189.37	\$205.71	\$5.46	\$360.42	\$1.15	\$50.46	\$36.59	\$98.16
96	99	114	\$3,420.61	\$865.00	\$390.61	\$4,676.21	\$1,189.37	\$205.71	\$5.46	\$360.42	\$1.15	\$50.46	\$36.59	\$89.93
97	121	105	\$4,180.75	\$1,057.22	\$359.77	\$5,597.73	\$1,453.67	\$251.42	\$6.67	\$440.51	\$1.40	\$61.67	\$44.72	\$107.65
98	99	245	\$3,420.61	\$865.00	\$839.46	\$5,125.07	\$1,189.37	\$205.71	\$5.46	\$360.42	\$1.15	\$50.46	\$36.59	\$98.56
99	99	116	\$3,420.61	\$865.00	\$397.46	\$4,683.07	\$1,189.37	\$205.71	\$5.46	\$360.42	\$1.15	\$50.46	\$36.59	\$90.06
99	9,971	10,002	\$344,514.41	\$87,120.00	\$34,270.50	\$465,904.91	\$119,790.00	\$20,718.50	\$550.00	\$36,300.00	\$115.50	\$5,082.00	\$3,685.00	

PART A - STATUTORY DISCLOSURE

PROPOSED COMMUNITY MANAGEMENT STATEMENT

A copy of the Proposed CMS for the Scheme follows this page.

Prior to Settlement, if necessary, the Seller will cause the Community Management Statement to be amended in accordance with Section 214 of the *Body Corporate and Community Management Act* ("BCCM Act") by delivering a "further statement" in accordance with that provision so as to effect the following amendments (without limitation):

1. the allocation (or further allocation) of areas of Common Property for exclusive use of occupiers of lots in the Scheme in accordance with the by-laws;
2. if required, to further identify the lots affected in Schedule D by a statutory easement together with an explanation identifying the type of statutory easement; and
3. If required, to identify or further identify the location of services on the service location diagram(s).

Seller's Note about Service Location Diagrams

Section 66(1)(d)(i) of the BCCM Act requires that a community management statement include one or more service location diagrams for all service easements for:

- (a) the standard format lots included in the Scheme; and
- (a) common property for the standard format lots.

The Scheme is not proposed to include any standard format lots. Therefore:

- (a) there will be no common property for standard format lots (there will only be common property for building format lots); and
- (b) for the purposes of Section 66(1)(d)(i) of the BCCM Act, the Community Management Statement (and therefore also the Proposed CMS) is not required to include any service location diagrams.

The Seller discloses to the Buyer that the practice of the Queensland Land Registry is to require, as part of a community management statement:

- (a) for a building format plan or a volumetric format plan, a service location diagram over the common property up to the "footprint" of the building;
- (b) for a private yard which is not common property, a service location diagram if service easements are extant on the private yard.

If the Proposed CMS includes one or more service location diagrams where not required by Section 66(1)(d)(i) of the BCCM Act, this is in order to satisfy the requirements of the Queensland Land Registry and the Buyer under the Contract Terms has agreed not to Object because of the inclusion.

Any service location diagram included as part of the Proposed CMS is in draft format only and may be subject to change to reflect the location of service easements following construction of the Scheme.

PROMINENT STATEMENT

PRODUCT DISCLOSURE STATEMENT CONSISTING OF 2 OR MORE SEPARATE DOCUMENTS

The Proposed CMS is part of a Product Disclosure Statement.

The other documents which make up the Product Disclosure Statement are:

- Product Disclosure Statement; and
- Proposed Management Engagement and Letting Authorisation Agreement.

THIS STATEMENT MUST BE LODGED TOGETHER WITH A FORM 14 GENERAL REQUEST AND IN THE CASE OF A NEW STATEMENT MUST BE LODGED WITHIN THREE (3) MONTHS OF THE DATE OF CONSENT BY THE BODY CORPORATE

Office use only

CMS LABEL NUMBER

This statement incorporates and must include the following:

Schedule A - Schedule of lot entitlements
Schedule B - Explanation of development of scheme land
Schedule C - By-laws
Schedule D - Any other details
Schedule E - Allocation of exclusive use areas

1. Name of community titles scheme
KOKO Broadbeach community titles scheme

2. Regulation module
Accommodation Module

3. Name of body corporate
Body Corporate for KOKO Broadbeach community titles scheme

4. Scheme land

Lot on Plan Description

Title Reference

Common Property of KOKO Broadbeach
CTS

to issue

Lots 1 - 99 on SP 299558

to issue

5. #Name and address of original owner
MPG ELSTON PTY LIMITED ACN 606 476 868
Unit 9, 2431 Gold Coast Highway, Mermaid Beach QLD 4218

6. Reference to plan lodged with this statement
SP 299558

first community management statement only

7. Local Government community management statement notation

..... signed

..... name and designation

Council of the City of Gold Coast name of Local Government

8. Execution by original owner/Consent of body corporate

MPG ELSTON PTY LIMITED ACN 606 476 868

/ /
Execution Date

.....
***Execution**

*Original owner to execute for a first community management statement
*Body corporate to execute for a new community management statement

Privacy Statement

Collection of this information is authorised by the Body Corporate and Community Management Act 1997 and is used to maintain the publicly searchable registers in the land registry. For more information about privacy in NR&W see the Department's website.

KOKO Broadbeach community titles scheme

SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS

Lot on Plan	Contribution Entitlement	Interest Entitlement
Lot 1 on SP 299558	99	76
Lot 2 on SP 299558	101	70
Lot 3 on SP 299558	99	81
Lot 4 on SP 299558	99	76
Lot 5 on SP 299558	100	78
Lot 6 on SP 299558	101	72
Lot 7 on SP 299558	99	84
Lot 8 on SP 299558	99	78
Lot 9 on SP 299558	100	80
Lot 10 on SP 299558	101	74
Lot 11 on SP 299558	99	86
Lot 12 on SP 299558	99	80
Lot 13 on SP 299558	100	83
Lot 14 on SP 299558	101	77
Lot 15 on SP 299558	99	88
Lot 16 on SP 299558	99	83
Lot 17 on SP 299558	100	85
Lot 18 on SP 299558	101	79
Lot 19 on SP 299558	99	91
Lot 20 on SP 299558	99	85
Lot 21 on SP 299558	100	87
Lot 22 on SP 299558	101	81
Lot 23 on SP 299558	99	93
Lot 24 on SP 299558	99	87
Lot 25 on SP 299558	99	88
Lot 26 on SP 299558	101	83

KOKO Broadbeach community titles scheme

Lot on Plan	Contribution Entitlement	Interest Entitlement
Lot 27 on SP 299558	99	94
Lot 28 on SP 299558	99	88
Lot 29 on SP 299558	99	90
Lot 30 on SP 299558	101	84
Lot 31 on SP 299558	99	95
Lot 32 on SP 299558	100	90
Lot 33 on SP 299558	99	91
Lot 34 on SP 299558	101	85
Lot 35 on SP 299558	99	97
Lot 36 on SP 299558	100	91
Lot 37 on SP 299558	99	92
Lot 38 on SP 299558	101	86
Lot 39 on SP 299558	99	98
Lot 40 on SP 299558	100	92
Lot 41 on SP 299558	99	93
Lot 42 on SP 299558	101	87
Lot 43 on SP 299558	99	99
Lot 44 on SP 299558	100	93
Lot 45 on SP 299558	99	94
Lot 46 on SP 299558	101	88
Lot 47 on SP 299558	99	100
Lot 48 on SP 299558	100	94
Lot 49 on SP 299558	99	95
Lot 50 on SP 299558	101	90
Lot 51 on SP 299558	99	101
Lot 52 on SP 299558	99	95
Lot 53 on SP 299558	100	97

KOKO Broadbeach community titles scheme

Lot on Plan	Contribution Entitlement	Interest Entitlement
Lot 54 on SP 299558	101	91
Lot 55 on SP 299558	99	102
Lot 56 on SP 299558	99	97
Lot 57 on SP 299558	100	98
Lot 58 on SP 299558	101	92
Lot 59 on SP 299558	99	104
Lot 60 on SP 299558	99	98
Lot 61 on SP 299558	100	99
Lot 62 on SP 299558	101	93
Lot 63 on SP 299558	99	105
Lot 64 on SP 299558	99	99
Lot 65 on SP 299558	100	100
Lot 66 on SP 299558	101	94
Lot 67 on SP 299558	99	107
Lot 68 on SP 299558	99	100
Lot 69 on SP 299558	100	101
Lot 70 on SP 299558	101	95
Lot 71 on SP 299558	99	109
Lot 72 on SP 299558	99	101
Lot 73 on SP 299558	100	102
Lot 74 on SP 299558	101	97
Lot 75 on SP 299558	99	112
Lot 76 on SP 299558	99	102
Lot 77 on SP 299558	100	104
Lot 78 on SP 299558	101	98
Lot 79 on SP 299558	99	114
Lot 80 on SP 299558	99	104

KOKO Broadbeach community titles scheme

Lot on Plan	Contribution Entitlement	Interest Entitlement
Lot 81 on SP 299558	100	105
Lot 82 on SP 299558	101	99
Lot 83 on SP 299558	99	116
Lot 84 on SP 299558	99	105
Lot 85 on SP 299558	121	100
Lot 86 on SP 299558	99	221
Lot 87 on SP 299558	99	107
Lot 88 on SP 299558	121	101
Lot 89 on SP 299558	99	227
Lot 90 on SP 299558	99	109
Lot 91 on SP 299558	121	102
Lot 92 on SP 299558	99	233
Lot 93 on SP 299558	99	112
Lot 94 on SP 299558	121	104
Lot 95 on SP 299558	99	239
Lot 96 on SP 299558	99	114
Lot 97 on SP 299558	121	105
Lot 98 on SP 299558	99	245
Lot 99 on SP 299558	99	116
TOTAL	9,971	10,002

PRINCIPLES FOR DECIDING THE CONTRIBUTION LOT ENTITLEMENT FOR A LOT

1. The contribution schedule principle under section 46(7) of the *Body Corporate and Community Management Act 1997* (BCCM Act) on which the contribution schedule lot entitlements for the community titles scheme has been decided is the ***relativity principle***.
2. The relativity principle referred to in paragraph 1 above is the principle that the lot entitlements must clearly demonstrate the relationship between the lots in the community titles scheme by reference to one or more particular relevant factors.
3. Section 46A(3) of the BCCM Act states that a relevant factor (as referred to in paragraph 2 above) may, and may only, be any of the following:
 - a. how the community titles scheme is structured;
 - b. the nature, features and characteristics of the lots;

KOKO Broadbeach community titles scheme

- c. the purposes for which the lots are used;
 - d. the impact the lots may have on the costs of maintaining the common property;
 - e. the market values of the lots.
4. Individual contribution schedule lot entitlements for the community titles scheme were decided by reference to the following factors:
- a. the nature, features and characteristics of the lots in the community titles scheme; and
 - b. the impact the lots in the community titles scheme may have on the costs of maintaining the common property within the community titles scheme;
- and, in having reference to these factors, it is considered just and equitable for there to be a variation, as set out above, in the contribution schedule lot entitlements for the community titles scheme.
5. After having decided to use the relativity principle and by reference to the factors referred to in paragraph 4 above, the individual contribution lot entitlements for the community titles scheme were decided on the basis that certain features, characteristics and value of lots in the community titles scheme impact on the costs to the body corporate of repairing, maintaining, capital replacement and cleaning the common property, for example;
- a. a lot which has a greater external surface area will have a higher contribution schedule lot entitlement than a lot which has a smaller external surface area because there is a higher cost of repairing, maintaining, replacing and cleaning that part of the common property surrounding the lot with the greater external surface area;
 - b. the greater the floor area of a lot the greater the prospective demand on the common property to protect, support, service and generally benefit the lot with corresponding greater cost to the body corporate in the provision of and in the repair, maintenance, capital replacement and, as applicable, cleaning of the common property provided to the lot.

PRINCIPLES FOR DECIDING THE INTEREST LOT ENTITLEMENT FOR A LOT

The interest schedule lot entitlements for lots in the community titles scheme reflect the respective market values of the lots.

SCHEDULE B	EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND
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Section 66(1)(f) and section 66(1)(g) of the *Body Corporate and Community Management Act 1997* do not apply to this Scheme.

KOKO Broadbeach community titles scheme

SCHEDULE C	BY-LAWS
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1. Interpretation

These By-Laws are to be interpreted in accordance with the following rules:

- (a) terms not defined in this CMS but defined in the BCCM Act have the meanings given to them in the BCCM Act.
- (b) headings are for guidance only and are not to be used as an aid in interpretation.
- (c) plurals include the singular and singular include the plural.
- (d) reference to either gender includes a reference to the other gender.
- (e) reference to the whole includes any part of the whole.
- (f) reference to a statute, ordinance, code or other Law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them.
- (g) in any combination or list of options, the use of the word **or** is not used as a word of limitation.
- (h) use of the word **including** and any similar expression is not used as a word of limitation.
- (i) reference to a person includes a firm, a body corporate, an unincorporated association or an authority.
- (j) all By-Laws must be construed so as to be valid, legal or enforceable in all respects. If any By-Law is illegal, invalid or unenforceable it is to be read down to such extent as may be necessary to ensure that it is legal, valid or enforceable as may be reasonable in the circumstances so as to give a valid operation of a partial character. If any such By-Law cannot be read down it, is deemed void and is severed and the remaining By-Laws are not in any way affected or impaired.

2. Definitions

In this CMS, unless the contrary intention appears:

- (a) **Authority** means any body, government or otherwise, or person having or exercising control over the use or the operation of the Scheme.
- (b) **BCCM Act** means the *Body Corporate and Community Management Act 1997* and the Regulation Module applying to the Scheme.
- (c) **Body Corporate** means the body corporate of the Scheme.
- (d) **BMS** means building management statement.
- (e) **Breach** means any breach, potential breach or threatened breach by an Owner, Occupier or Invitee of:
 - (i) these By-Laws;
 - (ii) the BCCM Act;
 - (iii) any registered covenant, easement or other encumbrance over the Common Property.

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- (f) **By-Laws** means these by-laws.
- (g) **CMS** means this community management statement.
- (h) **Common Property** means the common property of the Scheme (and includes any common property on further development of the Scheme).
- (i) **Costs** includes any cost, charge, expense, outgoing, payment or other expenditure of any nature whatsoever, including where appropriate:
 - (i) legal fees on a solicitor and own client basis; and
 - (ii) the cost of rectifying any Breach, or making good any damage caused by a Breach.
- (j) **Council** means Gold Coast City Council.
- (k) **Display Unit** means a Lot or Lots used to promote further sales of lots.
- (l) **Invitee** includes a tenant, guest, servant, employee, agent, member of the family, contractor, customer, visitor, invitee or licensee of an Owner or Occupier.
- (m) **Law** means any statute, rule, regulation, proclamation, ordinance or by-law or statutory instrument.
- (n) **Lot** means a lot in the Scheme and includes all improvements constructed on or within a lot and any areas of Common Property which may be used by occupants of the lot under an exclusive use by-law allocation.
- (o) **Lot Utility Infrastructure** means utility infrastructure which is not Common Property as contemplated by section 20(1)(b) of the BCCM Act.
- (p) **Notice** means any notice in writing, statement in writing, any written material and any other written communication.
- (q) **Occupier** means any occupier of a Lot and includes:
 - (i) the Owner (where the context requires, even if the owner is not in actual occupation of the Lot);
 - (ii) a mortgagee in possession;
 - (iii) a tenant or lessee (of a Lot or a part of a Lot) ; and
 - (iv) an occupier of a part of a Lot,but excludes the Original Owner.
- (r) **Original Owner** means MPG ELSTON PTY LIMITED ACN 606 476 868.
- (s) **Owner** has the meaning defined by the BCCM Act and includes the successors in title and assigns of the Owner.
- (t) **Pets** means dogs, cats, birds and other animals normally kept as pets. Pets do not include exotic animals or other animals which are inappropriate for a residential development such as the Scheme, for example, farm animals, snakes or wildlife.
- (u) **Scheme** means KOKO Broadbeach community titles scheme.

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- (v) **Scheme Land** means all the land contained in the Scheme.
- (w) **Secretary** means the secretary of the Body Corporate.
- (x) **Speed Limit** means 20 kilometres per hour or such other speed nominated by the Body Corporate from time to time.

3. Observance of By-Laws and Peaceful Enjoyment

- 3.1 Occupiers must observe and ensure that their Invitees observe these By-Laws.
- 3.2 Occupiers must not behave in a manner likely to interfere with the peaceful enjoyment of other Occupiers.
- 3.3 An Owner whose Lot is the subject of a tenancy or other occupancy arrangement must take all reasonable steps to ensure their Occupier observes these By-Laws.
- 3.4 An Owner must give a copy of these By-Laws to any Occupier of a Lot.

4. Building Management Statement

- 4.1 All Occupiers must observe the terms of any BMS that affects their Lot or the Scheme.
- 4.2 The Body Corporate is empowered to appoint one of their members to represent the Body Corporate on any management group established under any BMS.

5. Throwing or Dropping Objects

Occupiers must not throw, drop or allow to throw any object or substance from their Lot or the Common Property in or onto another Lot or the Common Property or to outside of the Scheme.

6. Moving In / Out of Scheme

- 6.1 All moving of furniture and other materials in and out of the Scheme, regardless of size, must be booked through the manager or system of the Body Corporate.
- 6.2 Protective lift curtains must be used for all moves.
- 6.3 The main entry foyer of the Scheme must not be used for moving purposes, unless there is no other means available for moving purposes.

7. Vehicles

- 7.1 An Owner or Occupier of a Lot must not, without the Body Corporate's written approval:
 - (a) park a vehicle or allow a vehicle to stand on the Common Property; or
 - (b) permit an Invitee to park a vehicle or allow a vehicle to stand on the Common Property, except for the designated visitor parking which must remain available at all times for the sole use of visitor's vehicles.
- 7.2 An approval under sub-section 1 must state the period for which it is given, with the exception of designated visitor parking.
- 7.3 However, the Body Corporate may cancel the approval by giving 7 days written notice to the Owner or Occupier, with the exception of designated visitor parking.

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7.4 The Body Corporate is empowered to remove, at the expense of the vehicle's owner, vehicles parked illegally on Common Property by towing or other means.

7.5 Vehicles parked within the Scheme must be kept clean and in a roadworthy condition.

8. Use of Lots

8.1 Subject to these By-Laws (including the rights of a caretaking service contractor or agent holding a letting authorisation from the Body Corporate), Lots must be used only for residential purposes.

8.2 Lots must not be used:

- (a) for any purpose that may cause a nuisance or hazard or is in any manner likely to interfere with the peaceful enjoyment of other Occupiers or any person lawfully using the Common Property;
- (b) for any illegal or immoral purpose that will interfere with the good reputation of the Scheme; or
- (c) for any purpose that may endanger the safety or good reputation of persons residing within the Scheme.

8.3 Occupiers may, providing that it is lawful to do so, carry out a home occupation or business from a Lot and may receive visitors for that purpose providing the:

- (a) the use does not conflict with the rights of any caretaking service contractor or letting agent holding a letting authorisation from the Body Corporate;
- (b) the use is lawful and all necessary permits and insurances for the use are held;
- (c) the use does not unreasonably interfere with the amenity of other Occupiers; and
- (d) the Occupier obeys the reasonable directions and requirements of the Body Corporate.

8.4 Residential lots must not, without the written permission of the Body Corporate, store a flammable substance on the Lot unless the substance is used for normal domestic use.

8.5 No auction sale is to be conducted or to take place within the Scheme.

9. Maintenance of Lots

Occupiers must:

- (a) maintain and repair their Lot and keep it clean and free of rubbish and vermin so that it is not offensive in appearance to other Occupiers;
- (b) keep accessible windows and glass clean; and
- (c) ensure that all balconies and terraces forming part of their Lot do not leak resulting in water escaping into other Lots or Common Property.

10. Alteration to Lots

10.1 Lots must not be altered in any way without the prior approval in writing of the Body Corporate. The Body Corporate must not unreasonably withhold its consent to an alteration, and may give its consent subject to reasonable conditions.

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- 10.2 No approval of the Body Corporate is necessary for minor maintenance of the internal area of the Lot such as painting of internal walls and replacement of carpet providing that the colours of such finishes visible from outside of the Lot are in keeping with the colours used in the Scheme generally.
- 10.3 An Owner must submit to the Body Corporate plans and specifications and any other details required by the Body Corporate in respect of any proposed alterations.
- 10.4 No alteration to a Lot is to be made unless all necessary Council and other approvals have first been obtained by the Owner.
- 10.5 Unless specifically shown as such on the Council approved plans for the Scheme, balconies and terraces are to remain unenclosed and there are to be no shutters, glazing, louvers, blinds or similar structures on balconies and terraces.
- 10.6 Owners must not install hard floor finishes of their Lots without approval in writing of the Body Corporate which may be given subject to conditions. The Body Corporate in giving any such approval must seek to procure that the floor finishes installed minimise the transfer of noise from floor to floor within the Scheme.

11. Appearance of Lots

- 11.1 The purpose of this By-Law is to ensure that the Scheme remains at all times visually uniform, tidy in appearance and includes garden areas and plants which are compatible and conform with the landscaping of the Scheme generally.
- 11.2 Unless approved in writing by the Body Corporate, an Occupier must not:
- (a) hang any washing, bedding or other articles;
 - (b) display any sign, banner, advertisement or similar articles;
 - (c) use any part of the Lot for storage;
 - (d) keep any oversized plants (as determined by the Body Corporate); and
 - (e) install any aerials, receivers or the like,
- if visible from outside of the Lot.
- 11.3 An Occupier must not hang curtains or blinds, apply window tinting or install screens or similar devices which are visible from outside of the Lot unless it is of a white or cream backing or otherwise in compliance with any pre-approved specifications or otherwise first approved in writing by the Body Corporate. The Body Corporate must have regard to the purpose of this By-Law in giving any approval.
- 11.4 Occupiers (and if the Lot is vacant, Owners) must regularly clear the post box for the Lot.
- 11.5 An Occupier of a Lot which contains any garden area or feature plants must maintain that area or plants so as to achieve the purpose of this By-Law.
- 11.6 An Occupier of a Lot must maintain any external sliding screen on any doorway of their Lot so as to achieve the purposes of this By-Law.

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12. Inspection of Lots

- 12.1 Occupiers must permit, (upon 3 days Notice from the Body Corporate, other than in an emergency when no notice is required) representatives of the Body Corporate access to or through their Lot to:
- (a) access Common Property for any reason;
 - (b) read any meter, conduct inspections or test any equipment;
 - (c) trace and repair any leakage or defect in equipment; and
 - (d) maintain any equipment.
- 12.2 If an Occupier does not permit access, the Body Corporate may effect entry and will not be liable for any damage occasioned in effecting the entry.
- 12.3 The Body Corporate, in exercising its powers under this By-Law, will ensure that it causes as little inconvenience to the Occupier as is reasonable in the circumstances.

13. Access through Lots

- 13.1 If the Body Corporate gives the Occupier reasonable notice of the intention to enter the Lot (except in the case of emergency when no notice is required) in order to access Common Property for any purpose, including maintenance, upgrade or replacement of Common Property, an Occupier must permit representatives, agents and contractors of the Body Corporate access through the Lot at all reasonable times.

14. Behaviour of Occupiers and Invitees

- 14.1 All persons within the Scheme;
- (a) must not make or permit any noise likely to unreasonably interfere with the peaceful enjoyment of other persons;
 - (b) must take all practical means to minimise annoyance to others including by closing doors, windows and curtains;
 - (c) leaving of entering after 11.00 pm must do so quietly; and
 - (d) must be appropriately dressed when visible from Common Property, other Lots or outside the Scheme.

15. Garbage Disposal

- 15.1 Garbage must:
- (a) be kept in a clean and dry garbage receptacle within a Lot or on Common Property areas designated for keeping garbage;
 - (b) be disposed in a manner that will not adversely affect the health, hygiene or comfort of other persons; and
 - (c) not be deposited on the Common Property.
- 15.2 The Body Corporate may devise and adopt a garbage storage and removal system from time to time which must be complied with by Occupiers.

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15.3 The Body Corporate must give and is empowered to give any indemnities in favour of Council or other Authority to facilitate the removal of garbage including in relation to damage caused to improvements and infrastructure by garbage removal vehicles.

15.4 Occupiers must use any waste chute:

- (a) in accordance with all signs and directions of the Body Corporate and any manager of the Scheme concerning them;
- (b) only by placing items into the chute that are small enough to travel freely through the chute;
- (c) by not placing folded boxes or other items which might tend to unfold whilst passing through the chute (for example, pizza boxes);
- (d) by wrapping all food scraps or lighter items in containers, such as plastic bags; and
- (e) by only placing seafood, odorous items or items which will quickly decompose and become odorous, in the chute the evening prior to the due date for collection of waste.

16. Keeping of Pets

16.1 Occupiers keeping Pets must comply with the following conditions, as applicable to the Pet:

- (a) Pets must wear an identification tag, tattoo or micro chip;
- (b) if required by law to be licensed or registered, Pets are licensed or registered;
- (c) clean and remove any mess left on Common Property by any Pet under their control;
- (d) ensure that Pets are appropriately restrained while on Common Property;
- (e) ensure Pets are at all times kept clean, quiet, controlled and within their Lot;
- (f) Pets are not allowed in the recreation area; and
- (g) a maximum of 2 Pets are permitted within a Lot at any time.

16.2 If an Occupier fails to comply with the conditions in sub-clause 1, the Occupier must remove a Pet from the Scheme if directed by the Body Corporate.

16.3 Occupiers mentioned in section 5 of the *Guide, Hearing and Assistance Dogs Act 2009 (Qld)* have the right to be accompanied by a guide dog while within the Scheme.

16.4 Animals which are not Pets may not be kept within the Scheme.

17. Various matters concerning Common Property

17.1 Washing of vehicles must only occur in designated areas.

17.2 Bicycles must only be stored in bicycle racks provided by the Body Corporate and must be locked to prevent theft. Bicycles may only be brought into and out of the Scheme by way of the carpark entry.

17.3 Occupiers must not exceed the Speed Limit while driving any vehicle on the Common Property. Occupiers must use their best endeavours to ensure that their Invitees do not exceed the Speed Limit.

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17.4 Occupiers must not:

- (a) interfere with the lawful use of the Common Property;
- (b) interfere with the use of access ways on the Common Property or any easement giving access to or through the Common Property;
- (c) use Common Property facilities for any purpose for which they were not intended for use;
- (d) alter, operate, damage or in any way deface any structure that forms part of the Common Property or any Body Corporate asset without the written consent of the Body Corporate; or
- (e) not at any time smoke cigarettes or any other substance whilst on Common Property.

17.5 Occupiers must give Notice to the Body Corporate of any accident which occurs or arises out of or relates to Common Property.

17.6 No auction sales are to be conducted upon the Common Property without the prior written permission of the Body Corporate.

18. Communications Infrastructure

Each Owner and Occupier:

- (a) grants to OPENetworks Pty Ltd (or any other supplier of broadband network fibre infrastructure from time to time) (**Network Supplier**) a licence to access the Scheme Land and use the relevant utility infrastructure relating to telecommunications network (**Infrastructure**) while that party supplies the telecommunications network to the Scheme, which licence may be the subject of a sub-licence or transfer to another party at the discretion of the Network Supplier;
- (b) grants to the Network Supplier a right to access the Common Property to test, install, operate, maintain and manage the Infrastructure;
- (c) grants to the Network Supplier sole and exclusive use of the Infrastructure for the purposes of installing, maintaining, operating, testing and accessing the telecommunications network on the Scheme; and
- (d) acknowledges that the telecommunications network will be the sole and exclusive property of the Network Supplier and title to and in the telecommunications network does not pass to the Owner, Body Corporate or Occupier.

19. Lot Utility Infrastructure located on Common Property

19.1 Lot Utility Infrastructure may, subject to consent of the Body Corporate, be located on Common Property such as roof top areas. No consent is required for Lot Utility Infrastructure which is installed by a Developer.

19.2 Owners are responsible for:

- (a) the repair, maintenance and replacement of; and
- (b) any loss or damage to,

Lot Utility Infrastructure.

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- 19.3 The Body Corporate must allow access to service contractor of Owners to the area of Common Property where the Lot Utility Infrastructure is located at all reasonable times and upon reasonable notice to enable Owners to comply with this By-law.

20. Supply of Utilities

- 20.1 This By-law applies to the supply of any utilities in the Scheme by the Body Corporate including:

- (a) hot water from a central hot water system;
- (b) chilled water for air conditioning;
- (c) any form of energy.

In this By-law these are called the **Metered Utilities**.

- 20.2 The Body Corporate must not supply a Metered Utility to a Lot, and the Owner must not take the Metered Utility from the relevant supply system, unless:

- (a) there is a functioning supply meter to measure the supply of the Metered Utility to the Lot; and
- (b) the Owner and the Body Corporate have entered into an agreement for the supply of the Metered Utility to the Lot (**Supply Agreement**).

- 20.3 A Supply Agreement:

- (a) must comply with any requirements of the law;
- (b) must require the Owner or Occupier of the Lot (who elects to take utility supply from the Body Corporate) to pay the Body Corporate for the supply of the Metered Utility during billing periods determined by the Body Corporate (which must be the same for each Lot);
- (c) must provide that the amount payable for the Metered Utility is to be the total of:
 - (i) any administration, maintenance or service cost apportioned or calculated per Lot; and
 - (ii) the total cost to the Body Corporate of the utility or other consumable used in the Metered Utilities, divided between the Lots and Common Property according to the metered supply to each Lot in the billing period;
- (d) may require payment of a security deposit determined from time to time by the Body Corporate; and
- (e) must entitle the Body Corporate to cut off the supply of the Metered Utility to a Lot if the Owner or Occupier of the Lot does not pay an account within the payment period specified by the Body Corporate (which must be the same for each Lot).

- 20.4 The Body Corporate:

- (a) may refuse to enter into Supply Agreements with a person who is not the Owner of the Lot; and
- (b) must not refuse to enter into a Supply Agreement with an Owner of a Lot if the Owner:
 - (i) has paid the required security deposit; and
 - (ii) is not in arrears for the previous supply of a Metered Utility.

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- 20.5 A Supply Agreement cannot require a new Owner or Occupier of a Lot to pay arrears owing under a Supply Agreement with a previous Owner or Occupier of the Lot unless:
- (a) the ownership of the Lot has changed as a result of an inheritance or a family or defacto law disposition; or
 - (b) the arrears are owed by the tenant of the person seeking the new Supply Agreement.
- 20.6 An Owner must not in any circumstances interfere with a Metered Utility meter or any of the plant and equipment under which a Metered Utility is supplied, other than to carry out maintenance that:
- (a) is the Owners responsibility; and
 - (b) has been approved in writing by the Body Corporate and is carried out by a tradesperson approved by the Body Corporate.

This By-law does not apply to pipes within an Owners Lot that only service that Lot.

21. Security System

- 21.1 Windows and external doors in Lots must be locked when nobody is in the Lot.
- 21.2 The Body Corporate may provide a security key and access control system (security system) regulating access to and within the Scheme. This security system may restrict access to floors of any building that only contain other Lots.
- 21.3 Under the security system, the keys and access controls provided for individual Lots will allow access to:
- (a) the Scheme; and
 - (b) the floor containing the individual Lot to be accessed by the Occupant entitled to access the Lot;
 - (c) the car park; and
 - (d) some facilities in the Common Property.
- 21.4 The following rules apply to the security system:
- (a) the Body Corporate must supply keys or the code to each Owner;
 - (b) the Body Corporate need not supply any additional or replacement keys unless you pay the costs of those keys;
 - (c) the Body Corporate must be notified of any lost keys as soon as possible;
 - (d) the Body Corporate must cancel keys that are reasonably believed to be lost;
 - (e) each Occupant must comply with the security system, including closing doors and gates; and
 - (f) Occupants must not do anything that may affect the operation of the security system.
- 21.5 The Body Corporate may also provide keys and access controls to its employees and contractors. The access given to employees and contractors must be limited to the needs of their jobs.

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22. Exclusive Rights of Caretaker and Letting Agent

- 22.1 While a party holds an authorisation from the Body Corporate to act as a letting agent for the Scheme (**Letting Authorisation**), that party may conduct a letting and selling agents business from the Scheme (including from within any Lot in the Scheme) to the exclusion of all others.
- 22.2 While a service contractor is engaged by the Body Corporate to manage and maintain the Common Property (**Caretaking Engagement**), that service contractor may provide its services to the Body Corporate (in accordance with the terms of that engagement) to the exclusion of all others.
- 22.3 The authorised or engaged party may affix and display on the Common Property such signs and advertisements as may be reasonably required by it in the performance of its duties and in the exercise of its rights under any authorisation or engagement.
- 22.4 Whilst a party holds a Letting Authorisation or Caretaking Engagement (**Agreements**), the Body Corporate will not:
- (a) directly or indirectly provide any of the services set out in the Agreement;
 - (b) permit any person, including its staff to carry on or render or be concerned in any business which competes with the business carried on under the Agreements;
 - (c) enter into with any other person an agreement, authority or appointment which is similar to the Agreements; and
 - (d) make any part of the Common Property available to any person for the purpose of conducting any business which competes with the business carried on under the Agreements.

23. Lease or Licence of Common Property

The Original Owner may by notice to the Body Corporate direct the Body Corporate to grant a lease or licence over areas of Common Property to utility providers or retailers on such terms and conditions as the Original Owner determines. If that happens, the Body Corporate is required to grant the lease or licence as directed by the Original Owner and such grant may be effected without the authority of a resolution without dissent or special resolution of the Body Corporate as contemplated by Section 159(4) of the Accommodation Module. Without limitation, the lease or licence may be granted on the basis that the lessee or licensee pays the Original Owner a fee for procuring the grant of the lease or licence which fee will be retained by the Original Owner for its total benefit. For example, the Original Owner may give a notice to the Body Corporate for a lease or licence for the following matters:

- (a) a lease of the rooftop area to a telecommunications provider for the installation and use of telecommunications equipment;
- (b) a licence to a coffee shop operator in respect of part of the ground floor foyer or other common property area; or
- (c) a lease in favour of an electricity utility supplier for the keeping of electricity infrastructure.

24. Display Unit and Promotional Functions

Despite anything else in these By-Laws, the Original Owner may:

- (a) use or permit any Lot to be used, for the purposes of a Display Unit;
- (b) erect or permit signage to be erected within the Scheme (provided this complies with all laws); and

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- (c) carry out promotional and marketing functions from the Common Property.

25. Exclusive Use Areas and Assets

25.1 Exclusive use areas

For this By-law, an exclusive use area is a part of the Common Property or a Body Corporate asset for which exclusive use rights or other special rights are given to the occupier of a Lot.

25.2 Rights attach to Lots

The rights given in this By-law attach to the relevant Lots.

25.3 Specified rights of exclusive use

The occupiers of the Lots set out in Schedule E:

- (a) have the exclusive use of the exclusive use areas respectively identified in Schedule E; and
- (b) may use those exclusive use areas for the purposes specified in Schedule E and if no purpose is specified, for a purpose that is appropriate to the exclusive use area and ancillary to the use of the Lot to which the rights are attached.

25.4 Exclusive use allocations and reallocations

- (a) The Original Owner for the Scheme is authorised to allocate to Lots the exclusive use of the following parts of the Common Property or Body Corporate assets that are not subject to existing exclusive use rights:
 - (i) areas that are constructed as car parks, for use as exclusive use car parks for the benefit of the Lots to which the areas are respectively allocated;
 - (ii) areas that are constructed as storage areas, for use as storage areas for the benefit of the Lot to which the areas are respectively allocated;
 - (iii) areas that are constructed as individual secure bicycle storage, for use as exclusive use bicycle storage for the benefit of the Lots to which the areas are respectively allocated;
 - (iv) areas external to Lots that are constructed as courtyards, forecourts, lift lobbies, terraces, dining areas and similar areas (External Areas) that:
 - (A) are adjoining or adjacent to the Lot to which they are allocated; and
 - (B) are able to be exclusively used for one Lot without materially restricting the ability of a person to enter another Lot

and these areas may be used as an extension of the permitted use of Lot for which the exclusive use is granted.
- (b) To make allocations under this By-law, the Original Owner must give the Body Corporate:
 - (i) a written notice that states the Lots for which exclusive use areas are to be allocated and the exclusive use areas to be respectively allocated for the exclusive use of those Lots;
 - (ii) if necessary, a plan showing the relevant exclusive use areas, which may, but need not be, a compilation plan showing existing and future exclusive use areas; and

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- (iii) written consent to the allocations from the registered owner(s) of the relevant Lots.
- (c) The Original Owner can make allocations under this By-law any number of times and at all times allowed under the BCCM Act.
- (d) Lot owners may agree to reallocate exclusive use areas in the way allowed under the BCCM Act.
- (e) Exclusive use rights allocated to a Lot may be revoked by the Original Owner or the Body Corporate with the consent in writing of the owner of the relevant Lot.
- (f) Anything that the Original Owner may do under this sub-clause 4 may also be done by the agent of the Original Owner (which for avoidance of doubt may include an agent holding a power of attorney from the Original Owner to do the things under this By-law that may be done by the Original Owner).

25.5 Recording allocations, reallocations and revocations

- (a) If exclusive use areas are allocated or reallocated or an allocation is revoked under this By-law then:
 - (i) the Body Corporate must take all steps required to formalise the authorised allocations and agreed reallocations and revocation of allocations; and
 - (ii) the new community management statement to record allocations and reallocations must show the allocations and reallocations in Schedule E and must specify the particular purpose that applies to the exclusive use area (which is "External Area ancillary to the Lot" for areas allocated under sub-clause 4(a)(iv)).
- (b) The Lot owners who agree a reallocation are responsible for registering the new community management statement required to record the reallocation (unless the new statement will include other changes) and must pay the registration fees and the Body Corporate's costs of the preparation of the new statement.

25.6 Other matters about exclusive use areas

- (a) Exclusive use car parks may only be used for parking bicycles, registered cars, registered utility vehicles, registered motorcycles and registered four wheel drive vehicles.
- (b) A vehicle or trailer must not be parked in a car park unless all parts of the vehicle or trailer are within the exclusive use area.
- (c) A person may not install a storage cage within an exclusive use car park or make other improvements to an exclusive use area without prior written consent from the Body Corporate. However, a person whose Lot has the exclusive use of an External Area with a garden may treat that garden as if it were part of the Lot and the plants and other garden items in it the property of the Lot owner.
- (d) A person must not carry out any maintenance or repair work or external cleaning on a bicycle, vehicle or trailer while it is in an exclusive use car park. However, emergency repairs are permitted to the extent they are required to make a vehicle or trailer mobile.
- (e) An exclusive use storage area may not be altered, or configured, or goods stored in a way that impedes mechanical ventilation or prejudices fire services in the relevant area.
- (f) The Body Corporate is entitled to pass through an exclusive use car park or storage area where necessary to obtain access to a part of the Common Property.

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26. COUNCIL MANDATED CONDITIONS

IMPORTANT NOTICE – the Seller may not yet have obtained all approvals required for the Scheme. Set out below are conditions that the Seller anticipates may be required to be included in this Community Management Statement or otherwise brought to the attention of the Buyer. The Seller, in order to comply with or to correctly bring the attention of the Buyer to the conditions of any approval once obtained, may make variations and omissions to the draft conditions below. We direct the attention of the Buyer to the Contract Terms in this regard.

CONDITION	
17	Hours of operation - Level 5 The outdoor entertainment / pool area on Level 5 is permitted to be undertaken between the hours of 7am to 10pm only.

SCHEDULE D ANY OTHER DETAILS

Statutory Easements

Lots affected by statutory easements are as follows:

Lots on Plan or Common Property	Statutory Easement
Common Property and Lots 1 - 99 on SP 299558	Support
Common Property and Lots 1 - 99 on SP 299558	Utility Services and Utility Infrastructure
Common Property and Lots 1 - 99 on SP 299558	Shelter
Common Property and Lots 1 - 99 on SP 299558	Projections
Common Property and Lots 1 - 99 on SP 299558	Maintenance of building on or close to boundary

Services Location Diagrams

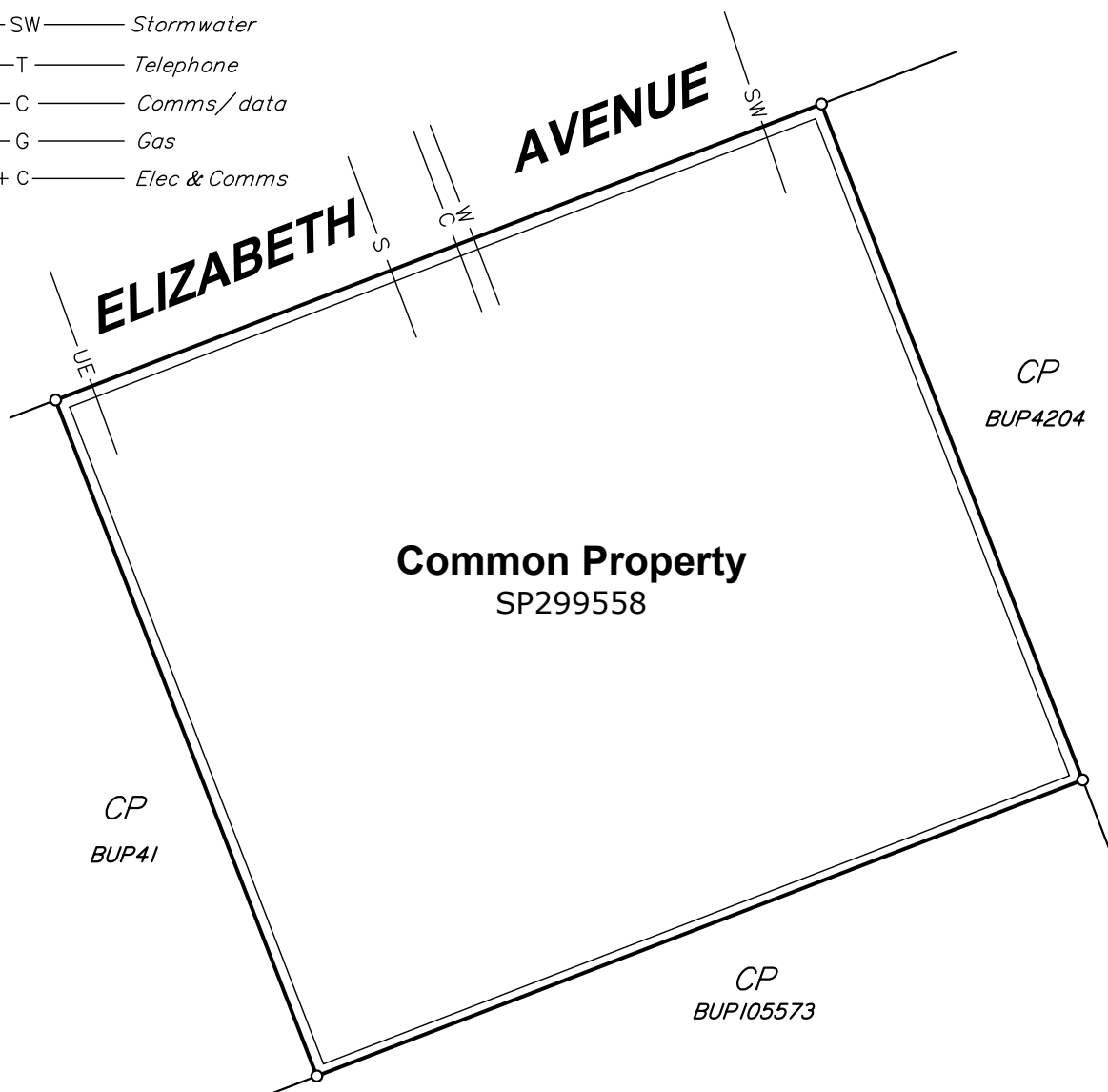
The location of the current service easements are as follows:

Lots and / or Common Property affected	Service Easement	Service Location Diagram
Common Property	Water, underground electricity, sewer, stormwater, telephone, comms/data, gas, electricity & comms	"X"

Seller's Note: At the time of preparation of this draft Community Management Statement, the proposed location of services may not be known. The Service Location Diagram and the table above will be finalised once the location of the services are known. If required, the Seller will give to the Buyer a further statement under section 214 of the *Body Corporate and Community Management Act* outlining the changes to be made to this Community Management Statement at the time that the location of the services becomes known or at some other time as determined by the Seller. The Buyer under the Contract Terms has represented to the Seller that the Buyer agrees that the Section 213 Statement is substantially complete notwithstanding that the type and location of the service easements are not known and/or not disclosed.

UTILITY SERVICESLEGEND

——— W ———	Water
——— UE ———	U/G Elec
——— S ———	Sewer
——— SW ———	Stormwater
——— T ———	Telephone
——— C ———	Comms/ data
——— G ———	Gas
——— E + C ———	Elec & Comms

PLAN F
SERVICES LOCATION DIAGRAM"KOKO BROADBEACH" CTS

Notes:

1. Drawn to Scale on A4 sheet
2. Community Titles Scheme . . . " KOKO BROADBEACH" CTS
3. This service location diagram shows the indicative location of utility services within the Common Property external to any building or structures as required by section 66(1) of the BCCM Act and should not be used for any other purpose.
4. Services shown are plotted from plans provided by the builder & not verified by field survey.
7. Revision A: Original Issue 27/07/2017.
Revision B: SP changed 10/08/2017

NOTE!

This is a draft services location diagram and the final plan may be subject to change. The proposed areas have not been defined on site, and Bennett & Bennett Consulting Surveyors accepts no responsibility for any amendments to location, areas, or shape that may occur during the development process. This plan has been prepared for the purpose of identifying the approximate location and size of registrable interests, and has been derived from information supplied by others. This note is an integral part of this plan and no part of the plan may be reproduced without this note.

Scale 1:300



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Surveying, Town Planning & Spatial Services

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www.bennettandbennett.com.au

Title:

Services Location Diagramin the Common Property on SP299558
of "KOKO BROADBEACH" CTS

Client:

MPG ELSTON PTY LTD

Locality: BROADBEACH

Local Gov: GCCC

Prepared By: NB

Surveyed By:

Approved: ARW

Date Created: 27/07/2017

Scale: 1:300

Comp File: 160884.PROJECT

Plan No: **160884_011_SLD_B**

KOKO Broadbeach community titles scheme

SCHEDULE E ALLOCATION OF EXCLUSIVE USE AREAS

SELLER'S NOTE; AS AT THE TIME OF ISSUE OF THIS PROPOSED CMS TO THE BUYER, THE SELLER MAY NOT HAVE DETERMINED ALL ALLOCATIONS OF EXCLUSIVE USE AREA'S. THE SELLER MAY MAKE ADDITIONAL ALLOCATIONS AT ANY TIME, INCLUDING BEFORE THE SCHEME IS ESTABLISHED OR AFTER THE SCHEME IS ESTABLISHED IN ACCORDANCE WITH THE SELLER'S ENTITLEMENT UNDER THE BY-LAWS IN RELATION TO AUTHORISED ALLOCATIONS.

Lot on Plan	By-law 25 – Exclusive Use Area on Plan attached marked "A"	Purpose
Lot 1 on SP 299558	C87	Car parking
Lot 2 on SP 299558	C96	Car parking
Lot 3 on SP 299558	C92	Car parking
Lot 4 on SP 299558	C86	Car parking
Lot 5 on SP 299558	C88	Car parking
Lot 6 on SP 299558	C82	Car parking
Lot 7 on SP 299558	C91	Car parking
Lot 8 on SP 299558	C90	Car parking
Lot 9 on SP 299558	C8	Car parking
Lot 10 on SP 299558	C75	Car parking
Lot 11 on SP 299558	C89	Car parking
Lot 12 on SP 299558	C105	Car parking
Lot 13 on SP 299558	C102	Car parking
Lot 14 on SP 299558	C69	Car parking
Lot 15 on SP 299558	C104	Car parking
Lot 16 on SP 299558	C103	Car parking
Lot 17 on SP 299558	C98	Car parking
Lot 18 on SP 299558	C61	Car parking
Lot 19 on SP 299558	C101	Car parking
Lot 20 on SP 299558	C99	Car parking
Lot 21 on SP 299558	C94	Car parking
Lot 22 on SP 299558	C52	Car parking
Lot 23 on SP 299558	C97	Car parking
Lot 24 on SP 299558	C95	Car parking

KOKO Broadbeach community titles scheme

Lot on Plan	By-law 25 – Exclusive Use Area on Plan attached marked “A”	Purpose
Lot 25 on SP 299558	C83	Car parking
Lot 26 on SP 299558	C23	Car parking
Lot 27 on SP 299558	C93	Car parking
Lot 28 on SP 299558	C84	Car parking
Lot 29 on SP 299558	C79	Car parking
Lot 30 on SP 299558	C16	Car parking
Lot 31 on SP 299558	C85	Car parking
Lot 32 on SP 299558	C80	Car parking
Lot 33 on SP 299558	C76	Car parking
Lot 34 on SP 299558	C9	Car parking
Lot 35 on SP 299558	C81	Car parking
Lot 36 on SP 299558	C77	Car parking
Lot 37 on SP 299558	C72	Car parking
Lot 38 on SP 299558	C1	Car parking
Lot 39 on SP 299558	C78	Car parking
Lot 40 on SP 299558	C73	Car parking
Lot 41 on SP 299558	C65	Car parking
Lot 42 on SP 299558	C5	Car parking
Lot 43 on SP 299558	C74	Car parking
Lot 44 on SP 299558	C70	Car parking
Lot 45 on SP 299558	C68	Car parking
Lot 46 on SP 299558	C50	Car parking
Lot 47 on SP 299558	C71	Car parking
Lot 48 on SP 299558	C67	Car parking
Lot 49 on SP 299558	C62	Car parking
Lot 50 on SP 299558	C48	Car parking
Lot 51 on SP 299558	C66	Car parking
Lot 52 on SP 299558	C63	Car parking

KOKO Broadbeach community titles scheme

Lot on Plan	By-law 25 – Exclusive Use Area on Plan attached marked “A”	Purpose
Lot 53 on SP 299558	C58	Car parking
Lot 54 on SP 299558	C47	Car parking
Lot 55 on SP 299558	C64	Car parking
Lot 56 on SP 299558	C59	Car parking
Lot 57 on SP 299558	C51	Car parking
Lot 58 on SP 299558	C46	Car parking
Lot 59 on SP 299558	C60	Car parking
Lot 60 on SP 299558	C56	Car parking
Lot 61 on SP 299558	C54	Car parking
Lot 62 on SP 299558	C44	Car parking
Lot 63 on SP 299558	C57	Car parking
Lot 64 on SP 299558	C53	Car parking
Lot 65 on SP 299558	C24	Car parking
Lot 66 on SP 299558	C43	Car parking
Lot 67 on SP 299558	C55	Car parking
Lot 68 on SP 299558	C25	Car parking
Lot 69 on SP 299558	C20	Car parking
Lot 70 on SP 299558	C41	Car parking
Lot 71 on SP 299558	C26	Car parking
Lot 72 on SP 299558	C21	Car parking
Lot 73 on SP 299558	C17	Car parking
Lot 74 on SP 299558	C35	Car parking
Lot 75 on SP 299558	C22	Car parking
Lot 76 on SP 299558	C18	Car parking
Lot 77 on SP 299558	C13	Car parking
Lot 78 on SP 299558	C27	Car parking
Lot 79 on SP 299558	C19	Car parking
Lot 80 on SP 299558	C14	Car parking

KOKO Broadbeach community titles scheme

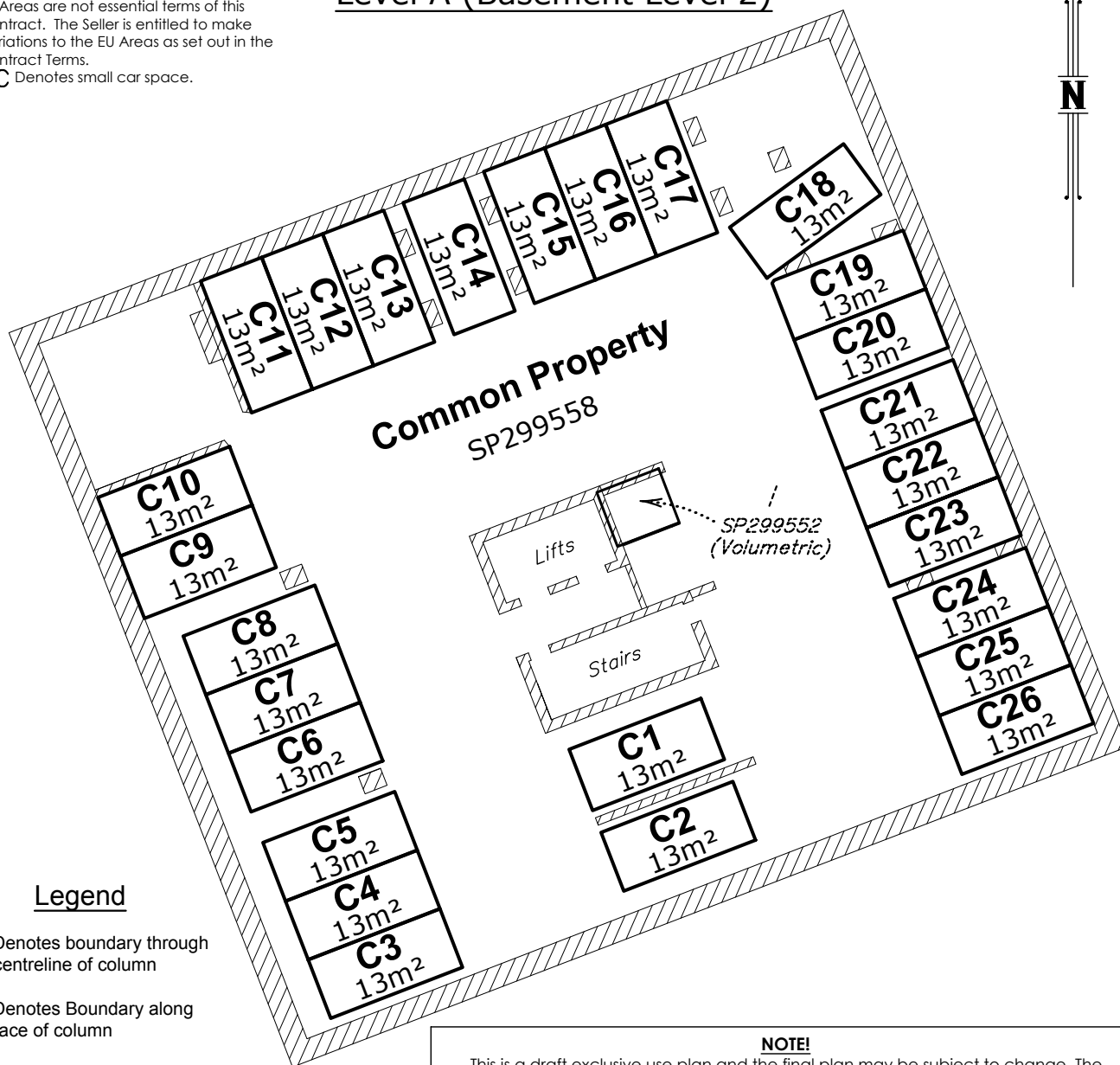
Lot on Plan	By-law 25 – Exclusive Use Area on Plan attached marked “A”	Purpose
Lot 81 on SP 299558	C10	Car parking
Lot 82 on SP 299558	C32	Car parking
Lot 83 on SP 299558	C15	Car parking
Lot 84 on SP 299558	C11	Car parking
Lot 85 on SP 299558	C39, C40 S1	Car parking Storage Area
Lot 86 on SP 299558	C12	Car parking
Lot 87 on SP 299558	C4	Car parking
Lot 88 on SP 299558	C36, C37 S2	Car parking Storage Area
Lot 89 on SP 299558	C2	Car parking
Lot 90 on SP 299558	C49	Car parking
Lot 91 on SP 299558	C33, C34 S3	Car parking Storage Area
Lot 92 on SP 299558	C3	Car parking
Lot 93 on SP 299558	C45	Car parking
Lot 94 on SP 299558	C28, C29 S4	Car parking Storage Area
Lot 95 on SP 299558	C6	Car parking
Lot 96 on SP 299558	C42	Car parking
Lot 97 on SP 299558	C30, C31 S5	Car parking Storage Area
Lot 98 on SP 299558	C7	Car parking
Lot 99 on SP 299558	C38	Car parking

SELLER'S NOTE: AS AT THE TIME OF ISSUE OF THIS PROPOSED CMS TO THE BUYER, THE SELLER MAY NOT HAVE DETERMINED ALL ALLOCATIONS OF EXCLUSIVE USE AREA'S. THE SELLER MAY MAKE ADDITIONAL ALLOCATIONS AT ANY TIME, INCLUDING BEFORE THE SCHEME IS ESTABLISHED OR AFTER THE SCHEME IS ESTABLISHED IN ACCORDANCE WITH THE SELLER'S ENTITLEMENT UNDER THE BY-LAWS IN RELATION TO AUTHORISED ALLOCATIONS.

PLAN A**EXCLUSIVE USE PLAN****"KOKO BROADBEACH" CTS****Level A (Basement Level 2)**

Contract Notes:

1. Final areas are subject to design changes, Council approval and field survey and may differ from those shown on this plan.
2. Final presentation of areas will comply with requirements of the Registrar of Titles and may vary from the format shown on this plan.
3. The location, dimensions or description of the EU Areas are not essential terms of this Contract. The Seller is entitled to make Variations to the EU Areas as set out in the Contract Terms.
4. SC Denotes small car space.

**Legend**

- Denotes boundary through centreline of column
- Denotes Boundary along face of column
- Denotes boundary along face of wall

NOTE!

This is a draft exclusive use plan and the final plan may be subject to change. The proposed areas have not been defined on site, and Bennett & Bennett Consulting Surveyors accepts no responsibility for any amendments to location, areas, or shape that may occur during the development process. This plan has been prepared for the purpose of identifying the approximate location and size of registrable interests, and has been derived from information supplied by others. This note is an integral part of this plan and no part of the plan may be reproduced without this note.

Notes:

1. Drawn to scale on A4 sheet.
2. Community Titles Scheme . . . "KOKO BROADBEACH" CTS
3. Services located in exclusive use areas are not covered by exclusive use entitlement.
4. Meridian of SP299552.
5. Revision D: C18 reinstated - 11/09/2017 SS.

Scale 1:250



Title:

Plan of Exclusive Use Areas C1-C26
in part of the Common Property of
Level A (Basement Level 2) on SP299558
"KOKO BROADBEACH" CTS

Client:

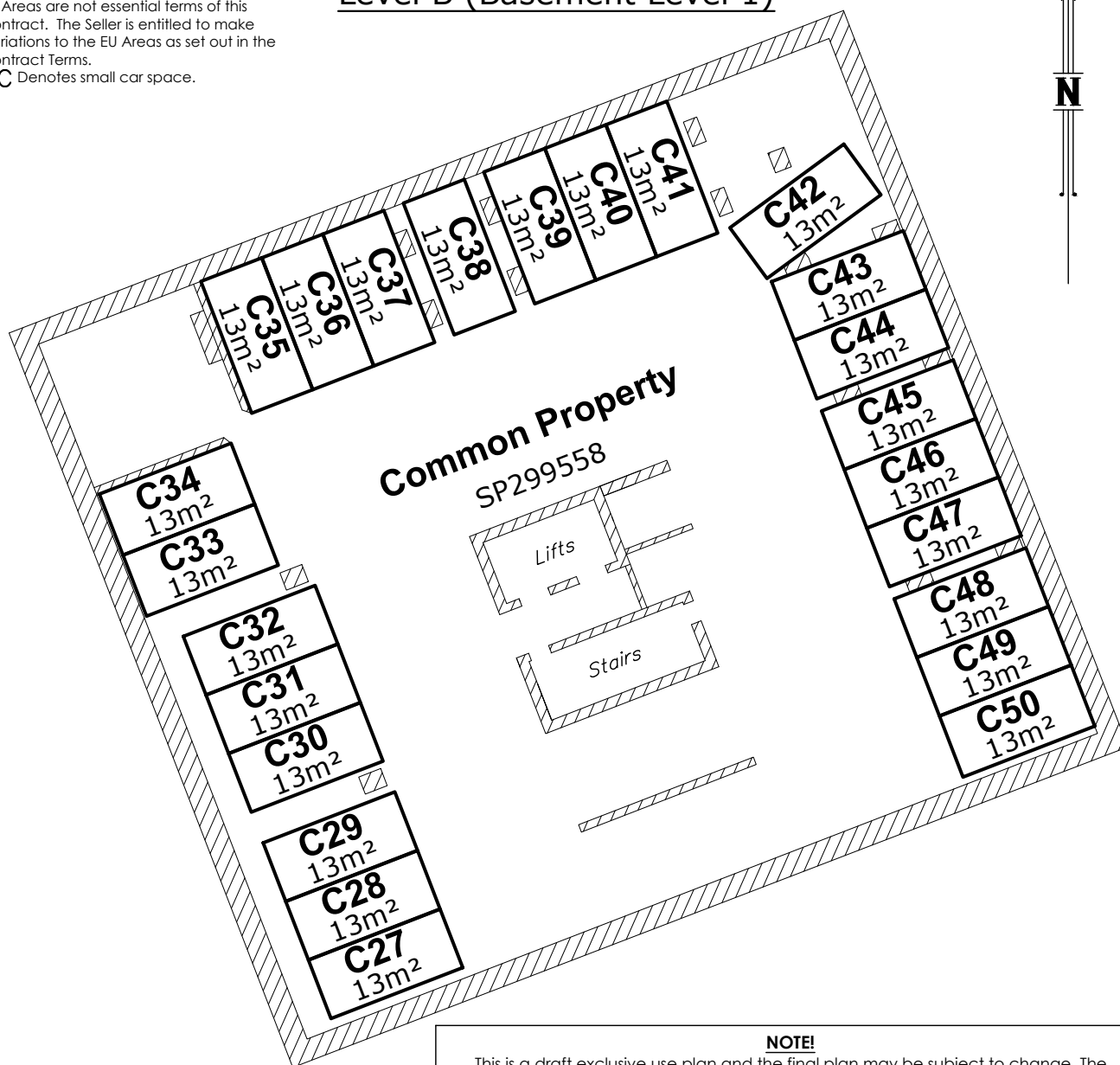
MPG ELSTON PTY LTD

Locality:	BROADBEACH		
Local Gov:	GCCC	Prepared By:	NB
Surveyed By:		Approved:	ARW
Date Created:	21/07/2017	Scale:	1:250
Comp File:	160884.PROJECT		
Plan No:	160884_006_EXC_D		

PLAN B**EXCLUSIVE USE PLAN****"KOKO BROADBEACH" CTS****Level B (Basement Level 1)**

Contract Notes:

1. Final areas are subject to design changes, Council approval and field survey and may differ from those shown on this plan.
2. Final presentation of areas will comply with requirements of the Registrar of Titles and may vary from the format shown on this plan.
3. The location, dimensions or description of the EU Areas are not essential terms of this Contract. The Seller is entitled to make Variations to the EU Areas as set out in the Contract Terms.
4. SC Denotes small car space.

**NOTE!**

This is a draft exclusive use plan and the final plan may be subject to change. The proposed areas have not been defined on site, and Bennett & Bennett Consulting Surveyors accepts no responsibility for any amendments to location, areas, or shape that may occur during the development process. This plan has been prepared for the purpose of identifying the approximate location and size of registrable interests, and has been derived from information supplied by others. This note is an integral part of this plan and no part of the plan may be reproduced without this note.

Scale 1:250



Notes:

1. Drawn to scale on A4 sheet.
2. Community Titles Scheme . . . "KOKO BROADBEACH" CTS
3. Services located in exclusive use areas are not covered by exclusive use entitlement.
4. Meridian of SP299552.
5. Revision D: Visitor spaces removed 11/09/2017

Title:

Plan of Exclusive Use Areas C27-C50
in part of the Common Property of
Level B (Basement Level 1) on SP299558
"KOKO BROADBEACH" CTS

Client:

MPG ELSTON PTY LTD

Locality: BROADBEACH

Local Gov: GCCC

Prepared By: NB

Surveyed By:

Approved: ARW

Date Created: 21/07/2017

Scale: 1:250

Comp File: 160884.PROJECT

Plan No: **160884_007_EXC_D**

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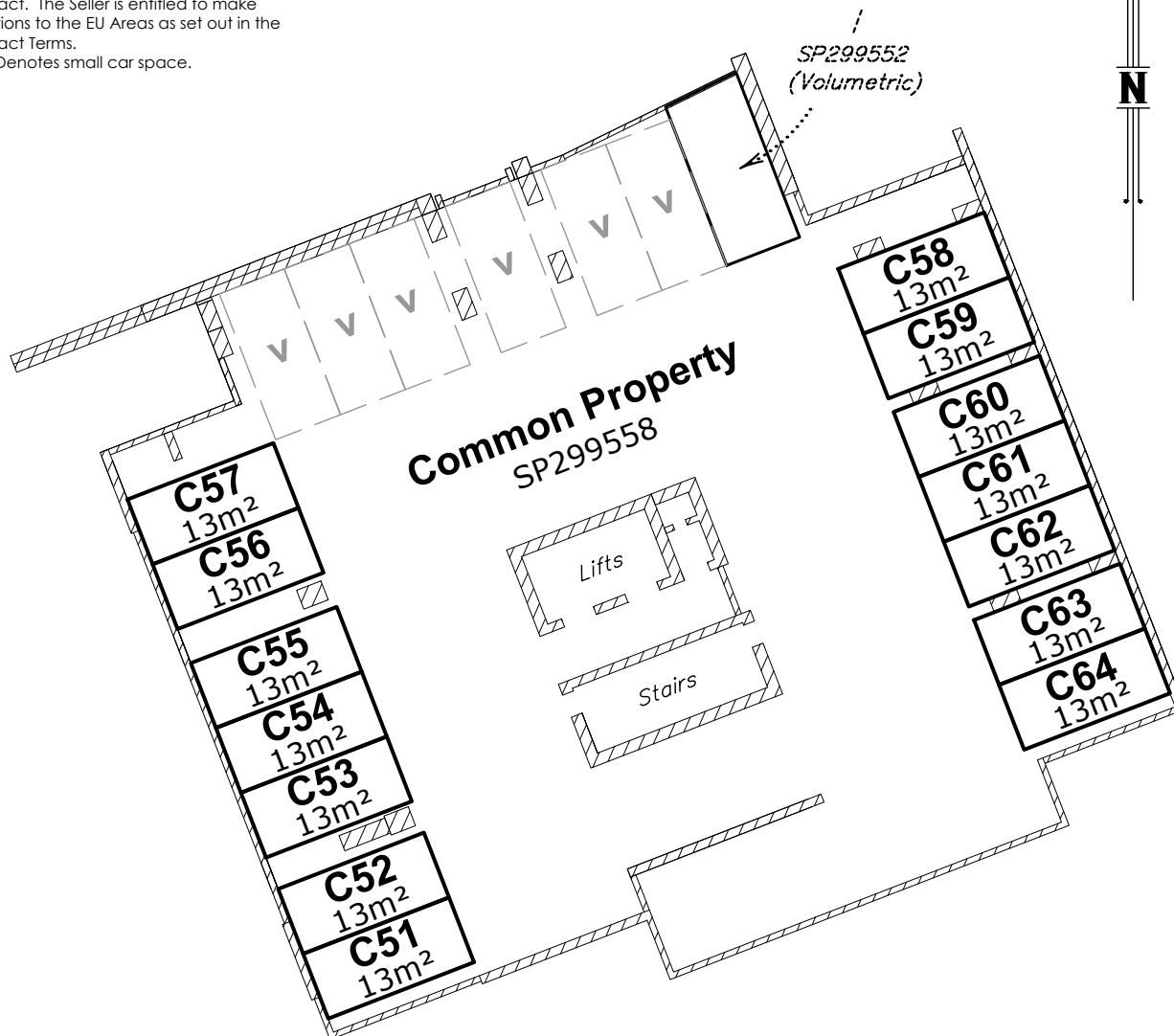
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Contract Notes:

- Final areas are subject to design changes, Council approval and field survey and may differ from those shown on this plan.
- Final presentation of areas will comply with requirements of the Registrar of Titles and may vary from the format shown on this plan.
- The location, dimensions or description of the EU Areas are not essential terms of this Contract. The Seller is entitled to make Variations to the EU Areas as set out in the Contract Terms.
- SC Denotes small car space.

PLAN C
EXCLUSIVE USE PLAN
"KOKO BROADBEACH" CTS
Level D (Level 2)

**NOTE!**

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Notes:

- Drawn to scale on A4 sheet.
- Community Titles Scheme . . .
"KOKO BROADBEACH" CTS
- Services located in exclusive use areas are not covered by exclusive use entitlement.
- Meridian of SP299552.
- Revision C: Visitor spaces added 12/09/2017.

Scale 1:250



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Title:

Plan of Exclusive Use Areas C51-C64
in part of the Common Property of
Level D (Level 2) on SP299558 "KOKO
BROADBEACH" CTS

Client:

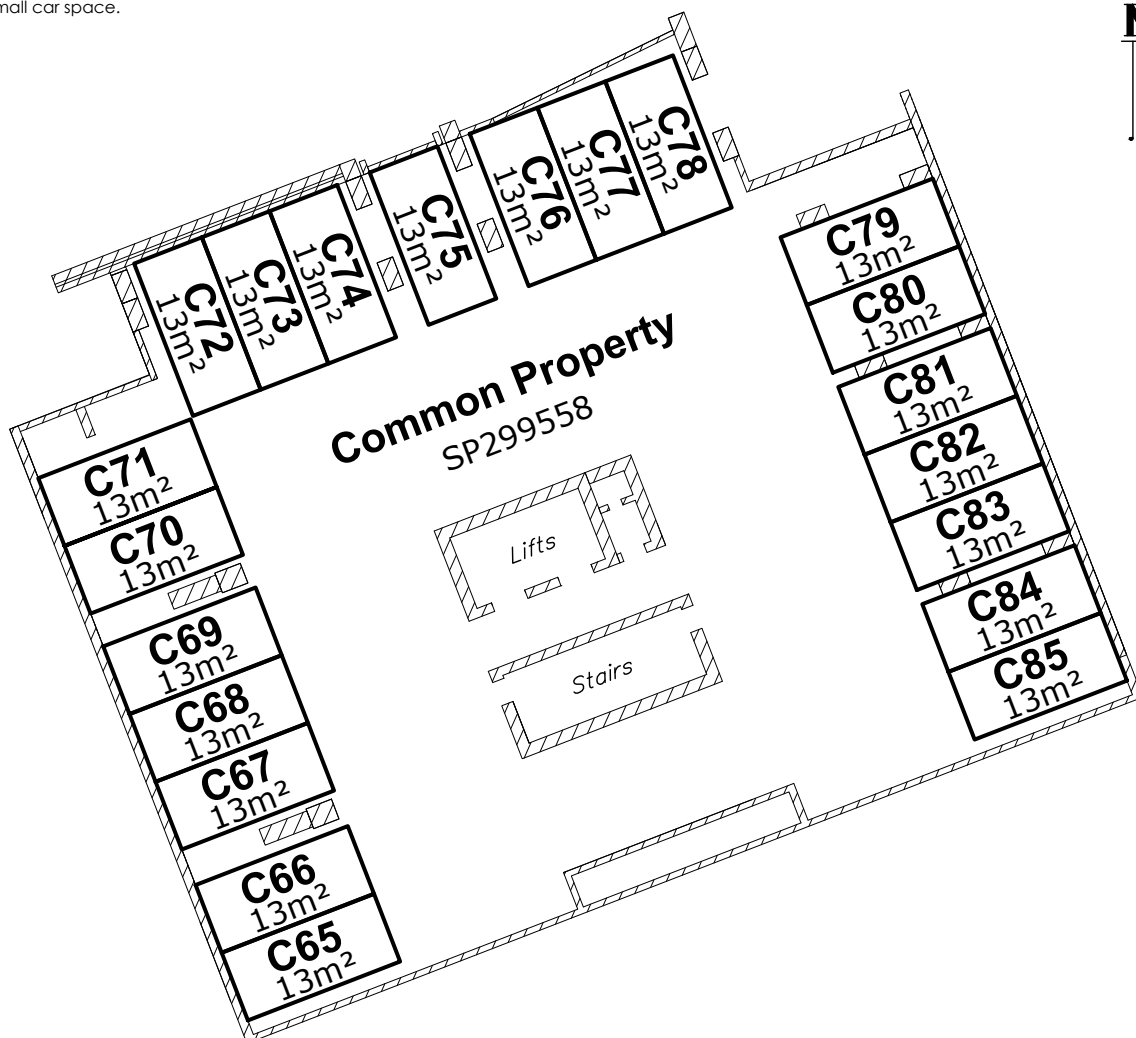
MPG ELSTON PTY LTD

Locality:	BROADBEACH		
Local Gov:	GCCC	Prepared By:	NB
Surveyed By:		Approved:	ARW
Date Created:	21/07/2017	Scale:	1:250
Comp File:	160884.PROJECT		
Plan No:	160884_008_EXC_C		

Contract Notes:

- Final areas are subject to design changes, Council approval and field survey and may differ from those shown on this plan.
- Final presentation of areas will comply with requirements of the Registrar of Titles and may vary from the format shown on this plan.
- The location, dimensions or description of the EU Areas are not essential terms of this Contract. The Seller is entitled to make Variations to the EU Areas as set out in the Contract Terms.
- SC Denotes small car space.

PLAN D
EXCLUSIVE USE PLAN
"KOKO BROADBEACH" CTS
Level E (Level 3)

**NOTE!**

This is a draft exclusive use plan and the final plan may be subject to change. The proposed areas have not been defined on site, and Bennett & Bennett Consulting Surveyors accepts no responsibility for any amendments to location, areas, or shape that may occur during the development process. This plan has been prepared for the purpose of identifying the approximate location and size of registrable interests, and has been derived from information supplied by others. This note is an integral part of this plan and no part of the plan may be reproduced without this note.

Notes:

- Drawn to scale on A4 sheet.
- Community Titles Scheme . . . "KOKO BROADBEACH" CTS
- Services located in exclusive use areas are not covered by exclusive use entitlement.
- Meridian of SP299552.
- Revision C: Spaces renumbered 12/09/2017

Scale 1:250



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Title:

Plan of Exclusive Use Areas C65-C85
in part of the Common Property of
Level E (Level 3) on SP299558 "KOKO
BROADBEACH" CTS

Client:

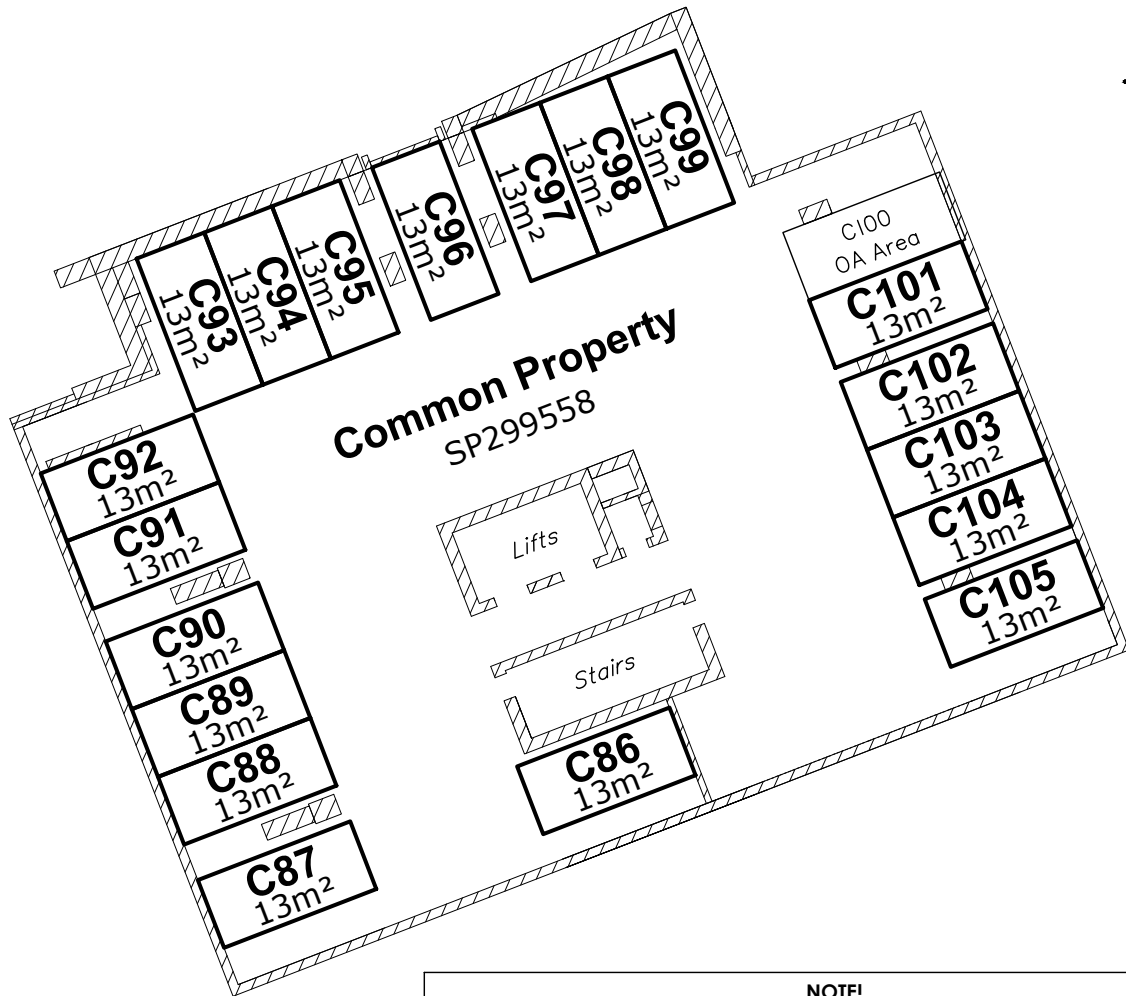
MPG ELSTON PTY LTD

Locality:	BROADBEACH		
Local Gov:	GCCC	Prepared By:	NB
Surveyed By:		Approved:	ARW
Date Created:	21/07/2017	Scale:	1:250
Comp File:	160884.PROJECT		
Plan No:	160884_009_EXC_C		

Contract Notes:

- Final areas are subject to design changes, Council approval and field survey and may differ from those shown on this plan.
- Final presentation of areas will comply with requirements of the Registrar of Titles and may vary from the format shown on this plan.
- The location, dimensions or description of the EU Areas are not essential terms of this Contract. The Seller is entitled to make Variations to the EU Areas as set out in the Contract Terms.
- SC Denotes small car space.

PLAN E
EXCLUSIVE USE PLAN
"KOKO BROADBEACH" CTS
Level F (Level 4)

**NOTE!**

This is a draft exclusive use plan and the final plan may be subject to change. The proposed areas have not been defined on site, and Bennett & Bennett Consulting Surveyors accepts no responsibility for any amendments to location, areas, or shape that may occur during the development process. This plan has been prepared for the purpose of identifying the approximate location and size of registrable interests, and has been derived from information supplied by others. This note is an integral part of this plan and no part of the plan may be reproduced without this note.

Notes:

- Drawn to scale on A4 sheet.
- Community Titles Scheme . . . "KOKO BROADBEACH" CTS
- Services located in exclusive use areas are not covered by exclusive use entitlement.
- Meridian of SP299552.
- Revision C: Spaces renumbered 12/09/2017.

Scale 1:250



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Title:

**Plan of Exclusive Use Areas C86-C100
& C102-C105**

in part of the Common Property of
Level F (Level 4) on SP299558 "KOKO
BROADBEACH" CTS

Client:

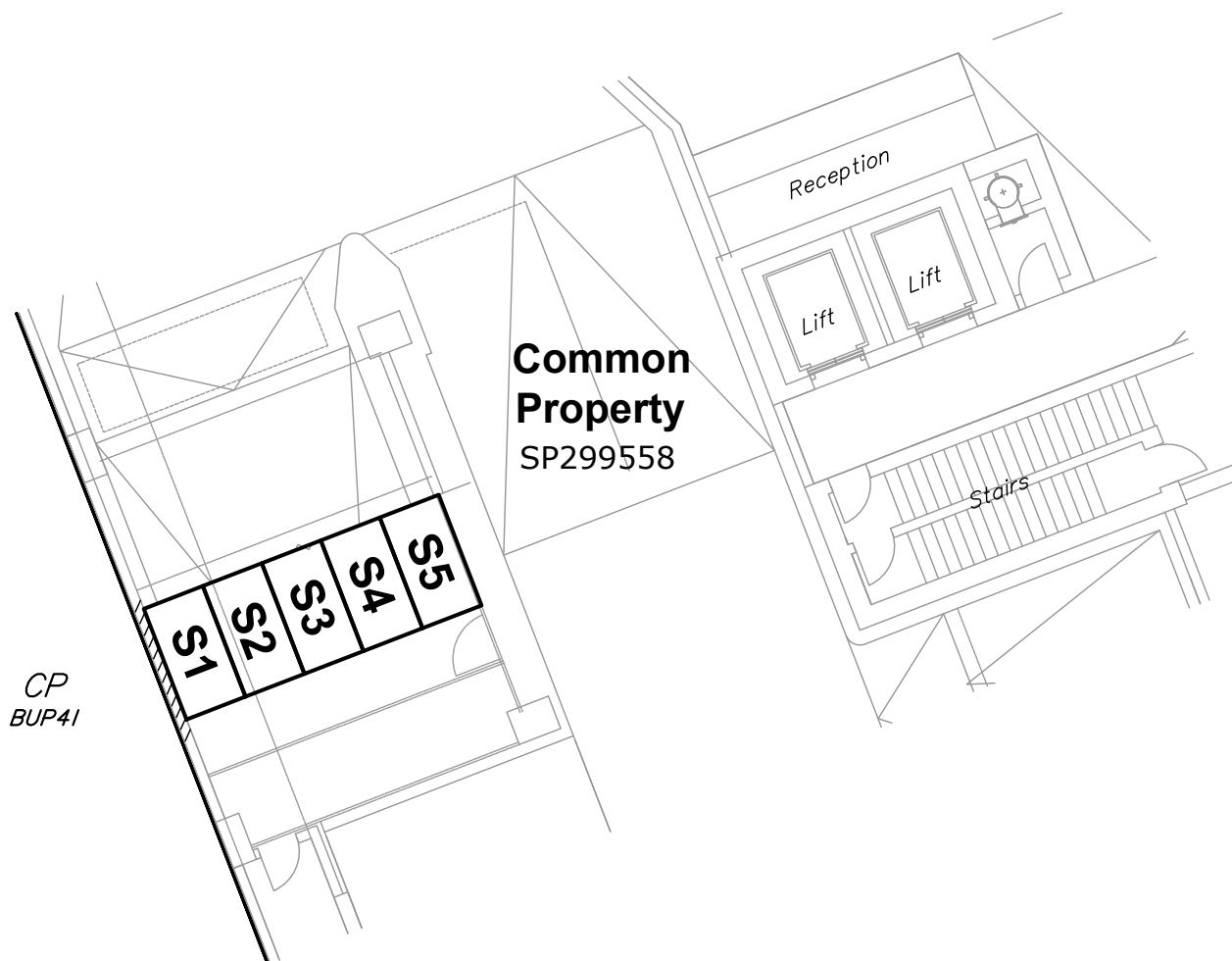
MPG ELSTON PTY LTD

Locality:	BROADBEACH	
Local Gov:	GCCC	Prepared By: NB
Surveyed By:		Approved: ARW
Date Created:	21/07/2017	Scale: 1:250
Comp File:	160884.PROJECT	
Plan No:	160884_010_EXC_C	

Contract Notes:

1. Final areas are subject to design changes, Council approval and field survey and may differ from those shown on this plan.
2. Final presentation of areas will comply with requirements of the Registrar of Titles and may vary from the format shown on this plan.
3. The location, dimensions or description of the EU Areas are not essential terms of this Contract. The Seller is entitled to make Variations to the EU Areas as set out in the Contract Terms.

PLAN F
EXCLUSIVE USE PLAN
"KOKO BROADBEACH" CTS
Level C (Level 1/Ground)

**NOTE!**

This is a draft exclusive use plan and the final plan may be subject to change. The proposed areas have not been defined on site, and Bennett & Bennett Consulting Surveyors accepts no responsibility for any amendments to location, areas, or shape that may occur during the development process. This plan has been prepared for the purpose of identifying the approximate location and size of registrable interests, and has been derived from information supplied by others. This note is an integral part of this plan and no part of the plan may be reproduced without this note.

Notes:

1. Drawn to scale on A4 sheet.
2. Community Titles Scheme . . . "KOKO BROADBEACH" CTS
3. Services located in exclusive use areas are not covered by exclusive use entitlement.
4. Meridian of SP299558.
5. Revision A: Original Issue 17/08/2017.

Scale 1:150



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Title:

Plan of Exclusive Use Areas S1-S5
in part of the Common Property on
Level C (Level 1/Ground) on SP299558
"KOKO BROADBEACH" CTS

Client:

MPG ELSTON TYP LTD

Locality:	BROADBEACH		
Local Gov:	GCCC	Prepared By:	DJL
Surveyed By:		Approved:	ARW
Date Created:	17/08/2017	Scale:	1:150
Comp File:			
Plan No:	160884_017_EXC_A		

PART A - STATUTORY DISCLOSURE

PROPOSED BUILDING MANAGEMENT STATEMENT

(follows this page)

Note: The Seller directs the attention of the Buyer to the Contract Term titled "Building Management Statement" or similar which provides that the Buyer must not Object because of the terms of the final registered Building Management Statement being in any way different from the proposed Building Management Statement.

Dealing Number



OFFICE USE ONLY

Privacy Statement

Collection of this information is authorised by the Land Title Act 1994 and Land Act 1994 is used to maintain the publicly searchable registers in the land registry. For more information about privacy in DERM see the department's website.

Lodger (Name, address, E-mail & phone number)

Lodger Code

HWL Ebsworth
Level 23 Riverside Centre
123 Eagle Street
BRISBANE QLD 4000
3002 6700
JDW:668991

1. Registered Owners/State Lessees

MPG ELSTON PTY LIMITED ACN 606 476 868

2. Lot on Plan Description of affected land

Lot 1 on SP 299552

Lot 2 on SP 299552

Title Reference

to issue from 51069794

to issue from 51069794

3. Execution

The Registered Owners/State Lessees of the lots referred to in item 2 reciprocally grant and agree to the terms and conditions of the Building Management Statement contained in the attached schedule.

Witnessing officer must be aware of his/her obligations under section 162 of the Land Title Act 1994

MPG ELSTON PTY LIMITED ACN 606 476 868

..... signature

..... full name

..... qualification / /

Witnessing Officer

Execution Date

**Registered Owner's /
State Lessee's Signature**

(Witnessing officer must be in accordance with Schedule 1 of the Land Title Act 1994 eg. Legal Practitioner, JP, C Dec)

Witnessing officer must be aware of his/her obligations under section 162 of the Land Title Act 1994

..... signature

Director

..... full name

Director / secretary

..... qualification / /

Witnessing Officer

Execution Date

**Registered Owner's /
State Lessee's Signature**

(Witnessing officer must be in accordance with Schedule 1 of the Land Title Act 1994 eg. Legal Practitioner, JP, C Dec)

Title Reference to issue from 51069794

Terms

1. Interpretation

1.1 Definitions

The following words have these meanings in this Statement unless the contrary appears:

Authority means any government, local government, or semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency, Minister, statutory body or entity.

BCCM Act means the *Body Corporate and Community Management Act 1997* (Qld).

Benefited Lot means a Lot that has a right under this Statement:

- (a) for the passage of Service Connections through another Lot;
- (b) of access to and from the Lot over another Lot;
- (c) of support and/or shelter from another Lot;
- (d) of use of a Shared Facility; and
- (e) to carry out works on another Lot for the benefit of the Benefited Lot.

Body Corporate means a body corporate for any community titles scheme established on one or more of the Lots.

Building means the building that contains, or is contained in, the whole or parts of the Lots over which this Statement is registered. Building includes any extensions or alterations to the Building constructed after the date of this Statement.

Burdened Lot means a Lot:

- (a) over or through which Services Connections pass for the benefit of another Lot;
- (b) that is subject to rights of access to and from another Lot;
- (c) that provides support and/or shelter to another Lot;
- (d) that contains a Shared Facility; and
- (e) over which rights of access may be exercised to do works on the Burdened Lot for the benefit of other Lots.

For clarity, a reference to a Burdened Lot includes a reference to any Scheme Lot and Common Property that is a relevant part of the Burdened Lot.

Business Day means a day that is not a Saturday, Sunday or public holiday where the Building is situated.

By-law means a by-law for a community titles scheme that is a Lot.

Caretaker means the service contractor appointed by the KOKO Broadbeach Body Corporate from time to time to provide general caretaking and facility management services for the Scheme.

Title Reference to issue from 51069794

Committee means the building management committee established and maintained under this Statement. The Committee is responsible for making decisions and carrying out functions under this Statement on behalf of the Owners.

Common Property means the common property of a community titles scheme including the Scheme.

Costs means any costs and expenses incurred directly or indirectly by an Owner in carrying out Maintenance and Repair including reasonably incurred internal administration costs and expenses of arranging, supervising and monitoring contractors to carry out the Maintenance and Repair.

Default Interest Rate means the contract rate prescribed by the Queensland Law Society Inc.

Development means the predominantly residential development to be developed on the Residential Lot and the Retail Lot.

Dispute means a state of affairs where the Owners or some of them cannot reach agreement or where an Owner is dissatisfied with the decision of the Committee.

Dispute Notice means a notice given under clause 15.2.

Dispute Resolution means the dispute resolution mechanisms and procedures outlined in the clause titled "Dispute Resolution".

Expert means the person appointed to determine a Dispute under the clause titled "Dispute Resolution".

Emergency means any:

- (a) failure of electricity, water, communications or gas supply; or
- (b) damage to Service Connections for water, gas, electricity, communications, gas or sewerage; or
- (c) other emergency circumstances.

Financial Year means the financial year from time to time applying to the KOKO Broadbeach Body Corporate.

Lots means:

- (a) the Residential Lot;
- (b) the Retail Lot; and
- (c) any lot created by the subdivision of a Lot.

Maintenance and Repair means cleaning, maintaining, operating, managing, inspecting, repairing, replacing, altering, upgrading and renewing and "Maintain and Repair" has a similar meaning.

Occupier has the meaning given to that term in the BCCM Act and any lawful occupier of any Lot.

Original Owner means MPG ELSTON PTY LIMITED ACN 606 476 868.

KOKO Broadbeach Body Corporate means the Body Corporate for the Scheme created over the Residential Lot.

Owner means:

- (a) for a Lot that is scheme land for a community titles schemes, the Body Corporate; and

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(b) for other Lots, the registered owner from time to time.

Records means all accounts for the Shared Costs, bank records, levy notices, insurance records, ledgers, budgets, contracts, correspondence and other books and records relating to this statement and things done under or in respect of this statement.

Representative means a natural person appointed by an Owner to be its representative for this Statement.

Residential Lot means Lot 2 on SP 299552 which will be further subdivided by SP 299558 to establish the Scheme (including, if the context requires, Common Property).

Responsibility means the responsibility for managing, supervising, maintaining, repairing, renovating or replacing the relevant Shared Facility and the collection of the costs from the relevant parties associated with those costs of that Shared Facility.

Retail Lot means Lot 1 on SP 299552.

Schedule means the schedule attached to and forming part of this Statement.

Scheme means the *KOKO Broadbeach community titles scheme*.

Scheme Lot means a lot that is part of the scheme land for a community titles scheme.

Secretary means the secretary of the KOKO Broadbeach Body Corporate or such other person appointed by the Committee.

Services means water, electricity, emergency power, gas, television, data connections, security systems, mechanical ventilation and exhausts, communication systems and services, garbage removal, sewerage, grease traps and other services supplied to or included as part of the Development.

Service Connections means fibres, drains, antennae, pipes, wires, ducts, cables and similar things used for Services.

Share means the relevant percentage of that part of a Shared Cost set out in the Schedule, or as otherwise specified or determined pursuant to this Statement.

Shared Access Areas means the areas which form part of a Lot but are reasonably required for convenient access to another Lot or a Shared Facility (excluding any areas that are subject to a lease or licence) including those areas identified in the table in the Schedule.

Shared Costs means:

- (a) the costs of Maintenance and Repair of Shared Facilities, Shared Access Areas, Services and Service Connections and other parts of the Development which are shared under this Statement; and
- (b) where the context requires:
 - (i) the costs of insurance provided for under clause 6; and
 - (ii) the cost of administration required under this Statement; and
 - (iii) any other costs incurred because of things the Committee may do under this Statement.

Shared Facilities are the Services, facilities, machinery, equipment and other things that are used by or intended for use by more than one Owner or Occupier, including those identified in the Schedule.

Statement means this Building Management Statement.

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1.2 Interpretation

In this Statement unless the contrary intention appears:

- (a) headings are for ease of reference only and do not affect the meaning of this Statement;
- (b) the singular includes the plural and vice versa and words importing a gender include other genders;
- (c) other grammatical forms of defined words or expressions have corresponding meanings;
- (d) a reference to a document or statement, including this Statement, includes a reference to that document or statement as altered or replaced from time to time;
- (e) a reference to a specific time means the time where the Building is situated;
- (f) a reference to a party includes its executors, administrators, successors and permitted assigns; and
- (g) words and expressions importing natural persons include partnerships, bodies corporate, associations, governments and governmental and local authorities and agencies;
- (h) a reference to any legislation or statutory instrument or regulation is construed in accordance with the *Acts Interpretation Act 1901* (Cth) or the equivalent State legislation, as applicable;
- (i) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Statement or any part of it;
- (j) in any combination or list of options, the use of the word **or** is not used as a word of limitation; and
- (k) **including** when introducing a list of items does not limit the meaning of the words to which the list relates to those items or to items of a similar kind.

The rights, powers and remedies in this Statement are in addition to those provided by law.

1.3 References to Lots

If a Lot is reconfigured then specific references to that Lot in this Statement are to be read as referenced to the Lots created by that reconfiguration or subsequent reconfigurations.

1.4 Severance

Any void, voidable or illegal term of this Statement may be severed unless to do so will result in a change to the basic nature of this Statement.

2. Rights about access and Services

2.1 Access rights

- (a) Each Lot is entitled and each Owner and Occupier is granted a right of access over the Shared Access Areas and Shared Facilities.
- (b) Vehicle access is allowed over the Shared Access Areas designed and constructed for vehicle access, but subject to any height, weight and other design restrictions specified in a By-law.

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- (c) Access over a Shared Access Area that is Common Property is subject to the by-laws for the relevant community titles scheme.
- (d) Each Owner grants to the other Owner the right at all times in the event of an Emergency to use all accessible pedestrian and vehicular access areas in the Lots to allow appropriate response and handling of such Emergency.

2.2 Rights about Services

Each Lot has the benefit of rights to:

- (a) the supply and use of Services through the Service Connections to the Benefited Lot that pass through other Lots; and
- (b) subject to clause 5.1, Maintain and Repair the Service Connections that pass through other Lots; and
- (c) install Service Connections through other Lots to connect to Services on public land, but only if the installation can be effected by:
 - (i) using stacks, ducts, pipes and other facilities that are included in the Building for that purpose; or
 - (ii) installing new connections through, lawns, gardens, driveways, paths and other areas outside the Building.

2.3 Third party Service suppliers

Each Owner acknowledges and agrees that any third party supplier of a Service is authorised to:

- (a) use Service Connections within the Lots for the purposes for the supply of Services;
- (b) pass through, under, over and along the Lots in order to:
 - (i) use the Service Connections for the purposes of the supply of Services;
 - (ii) undertake Maintenance and Repair of the relevant Service Connections;
 - (iii) read any meters in relation to the supply of the Service; and
 - (iv) carry out any other works or attendances as are reasonably necessary for the proper and reasonable supply of Services.

2.4 Access rights for works

Each Benefited Lot and the Committee has the benefit of rights to enter the other Lots if reasonably necessary:

- (a) to do works permitted under this Statement; or
- (b) to repair the Benefited Lot or a Service or a Service Connection to the Benefited Lot; or
- (c) to protect the Benefited Lot from some danger.

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The Owner of a Benefited Lot and the Committee may access a Burdened Lot to do things allowed under this clause with all necessary materials, equipment, contractors and personnel.

2.5 Rules about access rights for maintenance etc

The following rules apply to the exercise of access rights under clause 2.4:

- (a) in an Emergency, the Owner of the Benefited Lot or the Committee must try to give the Owner of the Burdened Lot as much notice as is reasonably possible, but may enter without notice if necessary; and
- (b) in other cases, the Owner of the Benefited Lot or the Committee must give the Owner of the Burdened Lot written notice at least 5 Business Days before the proposed date of entry; and
- (c) the notice must include reasonable details of:
 - (i) the reasons for the entry; and
 - (ii) the work to be done; and
 - (iii) the material and equipment that will be used; and
 - (iv) the employees or contractors that will perform the work; and
- (d) the Owner of the Burdened Lot may impose reasonable conditions on the entry and the works to be done, including reasonable restrictions on the time of entry (with the intention that, if reasonably possible, work should be done at the time that will cause the least inconvenience); and
- (e) the Owner of the Benefited Lot and the Committee must use its reasonable endeavours to:
 - (i) minimise interference with the use and occupation of the Burdened Lot; and
 - (ii) cause as little damage as possible and must immediately repair any damage caused; and
- (f) subject to clause 9.1, the Owner of the Benefited Lot must pay any costs and expenses reasonably incurred by the Owner of the Burdened Lot.

2.6 Moving Service Connections

The Owner of a Burdened Lot may relocate Service Connections in the Burdened Lot if reasonably required to allow alterations to, or further development of, the Burdened Lot. When exercising rights under this clause, the Owner of the Burdened Lot must:

- (a) give the Owner of the Benefited Lot a notice describing the nature of the works required, the location of the works and a timetable for the completion of the works; and
- (b) use its best endeavours to minimise interruptions to the supply of the relevant Services to the Benefited Lot.

2.7 No Objection to encroachments of Utility Infrastructure

- (a) Each Owner acknowledges that there may be encroachments of Service Connections from a Lot into or onto another Lot.

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- (b) Provided that any encroachment of Service Connections into or onto another Lot:
- (i) does not unreasonably interfere with the use and enjoyment of the Lot into or onto which the encroachment occurs; and
 - (ii) the encroachment is reasonably necessary for the proper operation of the Service Connection,
- then the Owner of the Lot into or onto which the encroachment occurs must not object to the encroachment or require the encroachment to be removed.

2.8 Indemnity for Burdened Lot

The Owner of a Benefited Lot must indemnify the Owner and Occupiers of a Burdened Lot for any Costs reasonably incurred and loss or damaged suffered by the Owner and Occupiers because the Owner of the Benefited Lot exercised a right under clause 2.4.

2.9 Indemnity for Benefited Lot

The Owner of a Burdened Lot must indemnify the Owner and Occupiers of a Benefited Lot for any Costs reasonably incurred and loss or damaged suffered by the Owner and Occupiers because a Service Connection to the Benefited Lot is damaged or the supply of the relevant Services is affected:

- (a) because the Owner of the Burdened Lot exercised a right under clause 2.7; or
- (b) because of the negligence or default of the Owner of the Burdened Lot or its officers, employees, agents and contractors.

3. Support rights

3.1 Right of support

- (a) Each Lot has a right of lateral and subjacent support from the parts of the other Lots that support any part of the Benefited Lot.
- (b) Owners and Occupiers must not interfere with the support or shelter provided to another Lot or part of the Development.

3.2 Protection of boundary structures

Subject to clause 7, a wall, floor or ceiling that contains the boundaries of Lots must not be penetrated beyond the boundary unless written consent has been given by the Owner of the Lot on the other side of the boundary.

Owners and the Committee must give their consent if the penetration will not materially and adversely interfere with the penetrated Lot or the use of that Lot. This sub-clause applies to works involving the penetration of a wall, floor or ceiling that is a lot boundary.

3.3 Entry to another Lot

If maintenance of a structure in the Development or preservation of the structural integrity of a component of the Development can only be carried out by entering another Lot, a right exists in favour of each Lot

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against the other Lot permitting the relevant Owner to enter the relevant Lot to carry out works in respect of that structure or component.

3.4 Projections

- (a) If eaves, guttering, drainpipes, awnings, window sills or other minor parts of any Lot project over the boundaries of another Lot, a right exists in favour of each Lot and against the part of each other Lot over which the projection lies, permitting the projection.
- (b) The Owner of a Lot from which a projection originates must ensure that the projection is maintained and repaired including replacing any relevant building parts.

4. Shared Facilities

4.1 What are the Shared Facilities

The Shared Facilities include:

- (a) the Service Connections for those Shared Facilities, but excluding any of those things which exclusively service one Owner's Lot; and
- (b) the rooms or areas in which those Shared Facilities are located.

4.2 Grant of Right

- (a) Each Lot grants to the other Lot the benefit of the use of the Shared Facilities.
- (b) All rights granted for the use of the Shared Facilities are granted in common with all others having the same right.

5. Cleaning, maintenance and refurbishment

5.1 Maintenance and Repair

- (a) Maintenance and Repair of Shared Access Areas, Services, Service Connections and Shared Facilities must be carried out in accordance with the Schedule or, if not shown in the Schedule, by the Owner of the Lot in which the Shared Access Area, Service or Shared Facility is situated.
- (b) In carrying out their Maintenance and Repair, the relevant Owner must:
 - (i) carry out its responsibilities promptly, diligently and in accordance with the usual industry standards, all applicable laws and consistent with the high quality and standard of the Development;
 - (ii) only engage reputable and suitably qualified and licensed contractors; and
 - (iii) have available for inspection by any Owner of a Benefited Lot in respect of the relevant Shared Access Area, Service, Service Connection or Shared Facility at reasonable times and on reasonable notice any records or other things relevant to the performance of its responsibilities.

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- (c) Each Owner grants to the other Owners the right for service contractors, at reasonable times and upon reasonable written notice, or without notice in the case of Emergency, to enter onto each Lot with equipment, materials and supplies for the Maintenance and Repair of any part of a Shared Access Area, Service, Service Connection or Shared Facility or otherwise to remedy any failure to maintain a Shared Access Area, Service, Service Connection or Shared Facility.

5.2 Cleaning and pest control

- (a) Owners must:
 - (i) keep the interior and exterior of their Lots clean;
 - (ii) take reasonable steps to control and prevent pest infestations; and
 - (iii) subject to fair wear and tear, keep and maintain the interior and exterior of their Lots clean and in good condition and repair.

6. Insurance

6.1 Building insurance - Obligation to insure – Residential Lot

The Owner of the Residential Lot must arrange insurance for the Building in accordance with this BMS.

6.2 Authority to obtain insurance

Each Owner agrees and authorises the Owner of the Residential Lot to obtain insurance for the Building (including the Lots, Shared Facilities, Shared Access-Ways, Service Connections and Services) in the joint names of the Owners.

6.3 Type of insurance

The policy of insurance must, so far as is practicable:

- (a) relate to the Building only;
- (b) cover Damage and other insurances required by a community titles scheme;
- (c) cover costs incidental to the reinstatement or replacement of the Building to its condition as new including the cost of removing debris and the fees of all professional advisers;
- (d) provide for the reinstatement of the Building to its condition when new;
- (e) be placed with an Australian insurer authorised to write general insurance business under relevant Australian laws;
- (f) include machinery breakdown insurance;
- (g) include a professional indemnity liability policy for members of the Committee and
- (h) contain any other cover or terms reasonably required by the Committee.

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6.4 **Inspection of policy**

The Owner of the Residential Lot must, if requested by an Owner produce for inspection a copy of the policy and a premium payment receipt or acknowledgement.

6.5 **Division of costs of insurance**

- (a) Each Owner must pay that Owner's share of the insurance premium for the insurance obtained by the Owner of the Hotel Lot in the following proportions:

Party	Proportion of insurance payable by Party
Residential Lot	93%
Retail Lot	7%

- (b) If the cost of insurance increases due to;
- (i) the use of a Lot; or
 - (ii) any claim made in regard to a Lot (but not that part of a Lot which is a Shared Facility),
- (c) the Owner of the relevant Lot must pay for the increase.
- (d) If the cost of insurance increases due to any claim made in respect of an area which is a Shared Facility within a Lot, then the increase of the cost of the insurance must be paid by the Owner who use the Shared Facility in the proportions set out in sub-clause (a) above.
- (e) Any excess payable for an insurance claim must be paid by the Owner of the Lot from which the claim arose or to which the claim was related, but not in respect of that part of a Lot which is a Shared Facility in which case the excess must be paid by the Owners who use the Shared Facility in the proportions set out in sub-clause (a) above.

6.6 **Owner's insurance**

Each Owner must:

- (a) insure against public risk for each Owner's Lot for a sum not less than that nominated by the Committee;
- (b) insure against public risk in respect of the Shared Facilities situated within their Lot for a sum of not less than that nominated by the Committee;
- (c) take out any other insurances reasonably required by the Committee;
- (d) place the insurance with an insurer authorised to write general insurance business in Australia;
- (e) if requested by an Owner or the Committee, produce a certificate of currency and a premium payment receipt or acknowledgment;
- (f) maintain those policies of insurance; and

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- (g) not do or omit to do anything which may allow the insurer to refuse a claim under any insurance policy an Owner takes out.

7. Other rules about the Building

7.1 General rules for carrying out work

An Owner that is having or allowing work to be done in the Development must ensure that:

- (a) if the work affects the structure of a building on another Lot, the contractors and consultants involved in designing and doing the work are approved by the Committee (approval must not be unreasonably refused);
- (b) the work is done in a proper and professional way;
- (c) disruption to occupiers of the Building is minimised as far as reasonably possible;
- (d) rights attaching to other Lots under this Statement are not unreasonably affected (except to the extent this Statement says the rights may be affected); and
- (e) all laws are complied with.

7.2 Structural damage

If structural parts of the Development in a Lot are damaged then the Owner of the Lot which caused the damage must as soon as reasonably possible:

- (a) notify the Committee of the damage giving reasonable details of the extent and cause;
- (b) take all reasonable steps to have the damage fixed; and
- (c) comply with the Committee's reasonable directions relating to the damage and the repair works.

If the structural damage may be covered by the damage policy provided for in clause 6 then the Owner of the Lot must comply with the requirements of the policy.

7.3 Rules for Maintenance of Shared Facilities, etc

The Committee may make and publish rules and take any action reasonably necessary to ensure that the Development, Shared Facilities, Shared Access Areas, Service Connections and Services are maintained to a high standard. The Owners must comply with those rules.

7.4 Rules for Use and Operation

The Committee or an Owner may make rules and adopt security arrangements concerning the use and operation of improvements, Shared Access Areas and Shared Facilities but may not make rules that restrict or interfere with a right granted under this Statement. Any rules that adversely affects another Owner or Occupier may be referred to Dispute Resolution.

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7.5 Damage

Each Owner must:

- (a) use Shared Facilities, Shared Access Areas, Service Connections and Services only for their intended purpose;
- (b) immediately notify the Committee if they know about damage to or a defect in a Shared Facility, Shared Access Area, Service Connection or Service; and
- (c) compensate the other Owners for any damage to a Shared Facility, Shared Access Area, Service Connection or Service caused by them, any Occupiers, visitors, contractors, servants, agents, employees or anyone exercising a right under or through that Owner.

8. Contractors

8.1 Caretaker

Each Owner may appoint a person to provide services with respect to the things to be done by that Owner under this Statement.

8.2 No delegations

An Owner may not delegate any of its decision making powers under this Statement to its Caretaker or other contractors.

8.3 Requirements for appointment

If an Owner decides to appoint a contractor to undertake works to Shared Access Areas, Shared Facilities or Services, the Owner must:

- (a) do so under a written agreement between the Owner on the one part and the contractor on the other that:
 - (i) clearly describes the services to be provided;
 - (ii) has a specified end date or process to terminate the agreement;
 - (iii) states the amounts payable to the contractor or the way those amounts are calculated;
 - (iv) includes all other provisions a reasonable and prudent person would expect to include in a contract of that type;
- (b) supervise the Contractor to ensure it complies with the agreement; and
- (c) promptly give copies of the agreement to each Owner.

8.4 Quiet possession of lessees

Anything done under this clause must not unreasonably or adversely affect the quiet enjoyment of any Occupier.

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9. Financial obligations

9.1 Liability for payment of Shared Costs

- (a) The Owners acknowledge and agree that the Retail Lot is not responsible for any Shared Costs (excluding insurance) until commencement of use of the Retail Lot.
- (b) The Owners will incur all the Shared Costs, other than insurance premiums, as the Shared Costs are incurred.
- (c) The primary responsibility for and payment of Shared Costs is as set out in the Schedule and, if not set out in the Schedule, the Owner of the Lot in which the Shared Access Way, Shared Facility, Service or Service Connection is located is responsible for payment.

9.2 Owners to contribute to Shared Costs

- (a) The Owners will contribute to the Shared Costs in accordance with the Share and, if not set out in the Schedule, as determined by the Committee.
- (b) The Shared Costs in respect of Maintenance and Repair of a Shared Access Areas, Services, Service Connections and Shared Facilities which are not shown in the Schedule are to be apportioned between the Owners on a user pays basis by taking into account the use by the relevant Owner (and parties authorised by it), the consequent costs generated by such use, wear and tear on Shared Access Areas, Services, Service Connections and Shared Facilities and such other reasonable matters and considerations that in all circumstances are appropriate and, failing agreement, by reference to Dispute Resolution.

9.3 Payment obligations

If a Shared Cost is incurred by an Owner, then the other Owners must pay their respective contributions to that Shared Cost within 20 Business Days after receiving from the first Owner:

- (a) an invoice specifying the relevant amount; and
- (b) reasonable evidence that the cost has been incurred and is due and payable.

9.4 Interest for late payments

If an Owner (**Defaulting Owner**) does not pay its contribution to a Shared Cost when it is due then:

- (a) the other Owner may pay that amount in which case the contribution becomes a debt due to that other Owner; and
- (b) the Defaulting Owner must pay interest on the amount it owes at the Default Interest Rate.

The interest must be paid to the Owner to whom the Defaulting Owner is liable to pay the relevant contribution.

9.5 Administration

- (a) The apportionment of the Shared Costs for administration pursuant this Statement will be shared equally.

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- (b) The intention is that the Shared Costs will be paid as they are incurred. However, the Committee may decide to prepare budgets and levy contributions on account of the budgets and amendments to them.
- (c) At the end of each Financial Year, the Committee must reconcile the contribution to the Shared Costs by an adjustment after the actual Shared Costs for the relevant Financial Year have been determined.
- (d) For clause 9.2(a) any payments for interest and other finance costs for money borrowed by the Body Corporate must be excluded.
- (e) The Committee must keep proper accurate accounting records of Shared Costs and must:
 - (i) prepare for each financial year a statement of accounts showing income and expenditure for the financial year;
 - (ii) if decided by the Committee have the accounts audited by an auditor; and
 - (iii) give a copy of the audited accounts to each Owner with the notice of annual meeting.

10. GST

10.1 Interpretation

In this clause 10:

- (a) **GST** means the goods and services tax payable under the *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
- (b) other words or expressions used that are defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this clause.

10.2 Increase in payments for GST

If an Owner ('first Owner') is entitled to a payment under this statement from another Owner ('second Owner') and the first Owner is liable for GST with respect to that payment then:

- (a) the first Owner must give the second Owner a tax invoice; and
- (b) the payment must be increased by the rate of GST applicable at the time.

10.3 Reimbursements discounted for input tax credits

If a payment to an Owner is a reimbursement or indemnification, calculated by reference to a loss, cost or expense incurred by that Owner, then the payment must be reduced by the amount of any input tax credit to which that Owner is entitled for that loss, cost or expense.

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11. Committee

11.1 Committee to be formed

There must be a Committee to make decisions and undertake the functions provided in this Statement.

11.2 Representatives for the Owners

- (a) The Owner of each of the Residential Lot and the Retail Lot must each appoint one Representative to the Committee. The Owners must notify each other of the appointment of their Representative. A Representative may be changed at any time by their Owner. Owners with more than one Lot may appoint one different Representative for each Lot.
- (b) A person stops being a Representative when the Owner that appointed the person is no longer an Owner.
- (c) Owners must ensure that their respective Representative does the things this Statement says must be done by the Committee and otherwise fairly and reasonably administer and manage the Building for the benefit of Owners.

11.3 Secretary

The Secretary will:

- (a) convene meetings and give notice of meetings; and
- (b) take, keep and distribute minutes; and
- (c) hold records; and
- (d) undertake other administrative and secretarial functions decided by the Committee.

The Secretaries functions may be delegated to the body corporate manager of the KOKO BroadbeachBody Corporate or another competent and independent person nominated by all the Owners.

11.4 Powers of Committee

The Committee may on behalf of the Owners:

- (a) enter into service contracts;
- (b) employ contractors;
- (c) modify, substitute or extend the Shared Facilities, Shared Access Areas, Services and Service Connections in the manner provided for in this Statement;
- (d) close down or remove the Shared Facilities, Shared Access Areas, Services and Service Connections in the manner provided for in this Statement;
- (e) impose interest on any unpaid fees, charges or contributions at the Default Interest Rate;
- (f) cause to be carried out the work required to operate and effect Maintenance and Repair to the Building (unless the obligation is imposed on the Owners (or some of them), elsewhere in this Statement);

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- (g) borrow or raise money and give security for the payment of those moneys;
- (h) open and operate a bank account; and
- (i) do anything else authorised by this Statement.

11.5 **Delegation to Original Owner**

- (a) If requested by the Original Owner while the Original Owner is the Owner of any Lot in the Building (including a Scheme Lot), the Committee must delegate its power to contract to the Original Owner.
- (b) If this happens, the Original Owner may enter into agreements as the authorised agent of and on behalf of the Owners (as members of the Committee).

12. Decision making

12.1 **How decisions are made**

Decisions under this Statement are made:

- (a) by the Committee in a meeting; or
- (b) by written resolutions of the Owners; or
- (c) through Dispute Resolution.

12.2 **Obligation to comply with decisions**

The Owners must comply with decisions that are properly made under this Statement, including decisions made before they became an Owner.

12.3 **Committee meetings**

- (a) The Committee must hold a meeting within one month of written request by a Representative. In an Emergency, a meeting must be held within 3 Business Days of request by a Representative.
- (b) Committee meetings are convened by:
 - (i) the Secretary, if there is one; or
 - (ii) if there is no Secretary, the Representative who requests the meeting.

12.4 **Place and time for meetings**

Meetings are held:

- (a) at the place and time decided by the Committee; and
- (b) if nothing has been decided when a meeting is being convened, in the Building or at a place within five kilometres of the Building during business hours on a Business Day specified in the notice convening the meeting.

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12.5 Voting Rights

- (a) The Voting Rights are:
 - (i) Residential Lot - 3 votes; and
 - (ii) Retail Lot - 1 vote.
- (b) The Caretaker may attend Committee meetings if requested by a Representative but is not entitled to vote.

12.6 Telephone meetings

Committee meetings may be held using a communication link under which all Representatives are able to communicate with the other Representatives simultaneously.

12.7 Business at meetings

A meeting called to deal with an Emergency may only deal with the subject matter of the Emergency. Other meetings may only deal with business that has been notified to the Owners at least ten Business Days before the date of the meeting.

12.8 Quorum

A quorum for a Committee meeting is all Representatives entitled to vote at the meeting. If a quorum is not present within 30 minutes after the meeting is to start then the meeting is adjourned to the same time and place on the next Business Day.

12.9 Minutes of meetings

The Committee must distribute minutes of its meetings to the Owners within five Business Days after the meeting. The minutes of the Committee are subject to approval as follows:

- (a) if an Owner disagrees with anything in the minutes then it may, within five Business Days after receiving them, notify the other Owners of that fact giving full particulars of the reasons; and
- (b) if no notice is given under clause 12.9(a) within the five Business Days or if the Representatives notify each other that they approve the minutes, the minutes are taken to be approved and are conclusive evidence of the proceedings and Resolutions of the meeting to which they relate.

12.10 Dispute

An Representative who is dissatisfied with a decision of the Committee may refer the matter for determination under Dispute Resolution.

12.11 Entitlement to vote

A Representative may only vote if that Owner has paid all levies and contributions due under this Statement.

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13. Records

13.1 Place for Records to be kept

The Committee must decide where the Records are to be kept. It must be an office within 20 kilometres of the Building that is open during Business Hours. The office must contain facilities for properly storing the Records and allowing them to be inspected and copied under supervision.

13.2 Storage time

The Records must be kept for at least seven years.

13.3 Inspections and copying

- (a) Owners may inspect, and may authorise other people to inspect, the Records and take copies of them. The person that keeps the records may charge a reasonable amount (which must be approved by the Committee) for copying Records.
- (b) Records must not be removed unless the Committee agrees without dissent.

14. Owners

14.1 Responsibility for others

Owners must use their best endeavours to ensure this Statement is complied with by their Occupiers and the people they (or their Occupiers) authorise to do things under this Statement or who occupy the Building including contractors, agents, invitees, guests and licensees.

14.2 Consents and time periods

The Owners must:

- (a) comply with the time periods stated in this Statement and otherwise act promptly when required to do anything under this Statement; and
- (b) not unreasonably refuse to give a consent, or impose unreasonable conditions on a consent provided for in this Statement.

14.3 Change of Owner

For the purposes of this Statement, a person:

- (a) ceases to be Owner of a Lot when a transfer of all the person's interest in the Lot is registered; and
- (b) becomes Owner of a Lot when the person is registered as proprietor of the Lot.

14.4 Responsibility for previous Owner

An Owner is liable to pay contributions to Shared Costs (including late payment interest) unpaid by a previous Owner of the Owner's Lot unless:

- (a) the Owner inspected the Records before becoming an Owner; and

Title Reference to issue from 51069794

- (b) the Records were deficient to such an extent that the Owner could not reasonably be expected to have become aware that the amounts were outstanding.

When ownership of a Lot changes, the transferee is liable for all obligations of the transferor, including obligations arising before the change of ownership. However, the liability of the transferor with respect to obligations arising before the change of ownership is not affected.

14.5 Committee can remedy some Owner defaults

In an Emergency, the Committee may do works in a Lot that an Owner:

- (a) should have done under this Statement; and
- (b) has not done or has not done properly.

When exercising rights under this clause 14.5, the Committee may authorise contractors to enter the Lot and do what is reasonably required to remedy the default.

14.6 Owners cost of remedying defaults

The reasonable costs incurred exercising rights under clause 14.5 must be paid by the Owner of the relevant Lot.

14.7 Contact details

The Owners must give each other and any Caretaker and Secretary:

- (a) their current address, telephone number and facsimile number; and
- (b) the current address, telephone number and facsimile number of their Representative.

14.8 How notice to be given

A notice required or permitted to be given under this Statement must be in writing. It may be given:

- (a) by personal delivery to the addressee; or
- (b) by leaving it at the last known address of the addressee; or
- (c) be sent by pre-paid ordinary post to the last known address of the addressee; or
- (d) sent to the last known facsimile number of the addressee.

14.9 When notice is given

A notice is taken to be given:

- (a) on the second Business Day after posting (if sent by post);
- (b) by 5:00 pm on the Business Day a facsimile is sent, but otherwise on the next Business Day, unless the sender is aware the transmission is impaired.

Title Reference to issue from 51069794

14.10 Nature of Owner's obligations

- (a) The obligations of the Owners under this Statement are several and not joint and accordingly an Owner incurs no liability to another party by reason only of the default of any other Owner.
- (b) Each Owner must promptly comply with its obligations contained or implied in this Statement and any rules of the Committee.

14.11 Indemnity

Each Owner:

- (a) indemnifies the other Owners from and against all actions, claims, suits, proceedings, costs and expenses for any loss, damage, injury or death to any person or property arising from the exercise by the Owner or any person claiming under or through the Owner of the rights to occupy or use another Lot under this Statement; and
- (b) agrees that where it is permitted to occupy or use any part of another Lot it will:
 - (i) do so at its own risk; and
 - (ii) release to the extent permitted by law that other Owner from any claims and demands of every kind and liability which may arise in respect of any accident or damage to property or death of or injury to any person on that other Owner's Lot,

unless the damage, death or injury is caused by the wilful act or omission or negligence of that Owner.

14.12 Exercise of rights of access

In the exercise of rights under this Statement, Owners and others bound by the Statement must:

- (a) not unreasonably interfere with or restrict the rights created by this Statement and must ensure that the rights created by this Statement are not impeded; and
- (b) comply with the Statement and rules or conditions set by the Committee.

15. Dispute Resolution

15.1 This clause does not apply to debts

This clause does not apply to debts.

15.2 Notice of dispute

If a Dispute exists, an Owner may give a notice of it called a Dispute Notice.

15.3 Form of notice

A Dispute Notice must:

- (a) be in writing;

Title Reference to issue from 51069794

- (b) state in detail the grounds of the Dispute;
- (c) be accompanied by sufficient information or materials dealing with the Dispute; and
- (d) be served upon each Owner involved in the Dispute and the Committee.

15.4 Expert

If the Dispute is not resolved within one month after the Dispute Notice is given, an Owner may give each Owner involved in the Dispute and the Committee a notice requiring the parties in the Dispute to appoint an Expert to determine the Dispute.

15.5 Appointment of Expert

If the Owners cannot agree on an Expert within 10 Business Days after a notice is given under sub-clause 4, an Owner may ask the President for the time being of the Queensland Law Society to appoint a person who has the qualifications, experience or standing appropriate to act as an Expert for the Dispute and that appointment is binding on the parties to the Dispute. If the nominated Expert is not willing to act, any party to the Dispute may ask the President to nominate another Expert and so on.

15.6 Functions of Expert

An expert acting under this clause:

- (a) acts as an Expert and not as an arbitrator;
- (b) must investigate the Dispute and may interview persons whom the Expert considers helpful in resolving the issues raised by the Dispute Notice and may inspect documents and collect information for that purpose;
- (c) must have regard to the matters set out in this Statement, for example in relation to proportion of Costs to be paid by Owners;
- (d) must observe the rules of natural justice;
- (e) must act as quickly as is consistent with a fair and proper consideration of the Dispute;
- (f) is not bound by the rules of evidence;
- (g) must determine the Dispute as soon as reasonably possible after being appointed; and
- (h) must give a decision and written reasons for the decision within 10 Business Days of determining the Dispute.

15.7 Expert's decision binding

To the extent that it is not contrary to law, the decision of an Expert is final and binding on the parties to the Dispute.

15.8 Costs of determination

The Owners who are party to the Dispute must share equally the costs of the Expert unless the Expert orders otherwise.

Title Reference to issue from 51069794

15.9 Each parties' costs

Owners must pay their own costs in connection with a Dispute.

15.10 Continued performance

The Owners must continue to perform and observe the terms of this Statement despite the existence of a dispute or any proceedings under this clause.

15.11 Original Owner

Nothing in this Statement limits the rights of the Original Owner to make changes to Services, Service Connections, Shared Facilities, Shared Access Areas, structure or other changes required to complete the Building or the development of the Retail Lot.

16. Extinguishment

(a) Extinguishment of Statement

The Statement may be extinguished if:

- (i) the Owners resolve without dissent to extinguish it; and
- (ii) to the extent necessary for the effective extinguishment of the Statement, an agreement about extinguishment issues is entered into between:
 - (A) each Owner; and
 - (B) each lessee under a registered or short term lease in respect of any part of the Building; and
- (iii) any other relevant provision of the *Land Title Act 1994* is complied with.

(b) Statement of extinguishment

The Owners must prepare and sign a statement of extinguishment of this Statement as required under the *Land Title Act 1994* which must be lodged in the Queensland Land Registry.

(c) Procedure upon extinguishment

Upon extinguishment of this Statement, the liabilities of the Committee vest severally in the Owners in the proportion of voting entitlements.

(d) Continuing current contracts

All current contracts relating to the Statement or under this Statement must be maintained by the Owners during the remainder of their term.

(e) Costs of Current Contracts

Owners must contribute to the cost of the contracts in the same proportions that they contribute to the costs before extinguishment of the Statement.

Title Reference to issue from 51069794

(f) **Keeping records**

Administrative, financial and other records maintained by the Committee must be returned to the Owners who must delegate one of their number to be their custodian who must retain the records for 7 years after the date of extinguishment.

17. Operation of Retail Lot and licensing

(a) Each Owner or Occupier of the Retail Lot may, without limitation:

- (i) operate any form of Business in and from the Retail Lot, other than a business of sales or managing the letting of community titles scheme lots included in the Apartments Lot unless an appropriate authority is held from the Owner of the Apartments Lot (that is, the body corporate) to carry out that form of Business;
- (ii) provide facilities, entertainment, serve food and alcoholic beverages within and from the Retail Lot (including to persons outside of the Retail Lot);
- (iii) display signs or direction boards anywhere within or on the Building concerning their Business and associated activities as required by law or for the efficient operation of their business including to comply with the requirements of the *Liquor Act 1992* (Qld) or any liquor licence; and
- (iv) create noise normally associated with operating a Business within and from the Retail Lot including noise which could be heard outside of the Retail Lot and which may cause a disturbance to the other Occupiers within the Building and persons outside of the Building.

(b) It will not be considered a breach of any Occupiers peaceful enjoyment of their Lot or facilities within the Building if the operation of the Business or noise permitted under this clause occurs within the hours of operation authorised under any applicable liquor licence or other form of permission issued by any relevant authority.

(c) If the operation of a Business from the Retail Lot increases the insurance premium payable by the Owner of the Apartments Lot, any additional cost of the insurance premium will be payable by the Owner of the Retail Lot.

(d) Each Owner must, at the request of an Owner or Occupier of a Retail Lot (**Requesting Party**), provide all reasonable assistance and do all things reasonably necessary, at the cost of the Requesting Party, to enable the Requesting Party to obtain and maintain all licences and approvals required by the Requesting Party to operate a Business (such as a liquor licence). This includes;

- (i) signing any consent documents;
- (ii) signing or completing any other request, application or similar documentation;
- (iii) providing any authority to use or occupy Shared Areas or Shared Facilities; and
- (iv) not objecting to any application, proposal, license or conduct.

(e) The Owner or Occupier of the Retail Lot must at all times comply with the requirements of any liquor licence and the *Liquor Act 1992* (Qld).

(f) In this part, **Business** means any form of lawful business, including any or all of a bar, restaurant, club or function business.

Title Reference to issue from 51069794

18. Council mandated conditions

Each Owner agrees that the following conditions of the development approval for the Building apply:

Condition Number	Condition
14	Alfresco Dining Hours Alfresco dining associated with the commercial component of the development is restricted to between the hours of 7am - 10pm daily
15	Amplified Music - Not Permitted Amplified music is not permitted in the commercial premises at any time.
16	Delivery and Collection Hours Delivery and collection activities (excluding waste collection vehicles) must be conducted between the hours of 7am - 6pm daily

Title Reference to issue from 51069794

Schedule

Table of Shared Access Rights

Shared Access Area	Purpose	Burdened Lot	Benefited Lots	Responsibility	Method of apportioning Shared Costs
A	Pedestrian Access	Residential Lot	All	KOKO Broadbeach Body Corporate	Residential Lot - 90% Retail Lot - 10%
B	Pedestrian & Vehicular Access	Residential Lot	All	KOKO Broadbeach Body Corporate	Residential Lot - 90% Retail Lot - 10%

Title Reference to issue from 51069794

Table of Services and Shared Facilities

1. Shared Facility: Carpark Ventilation	
Lots Benefited:	All
Shared facility costs to be contributed to:	Energy, Maintenance and Capital
Method of calculation of share:	Residential Lot - 90% Retail Lot - 10%
Responsibility for maintenance and any specific requirements:	KOKO Broadbeach Body Corporate
2. Shared Facility: Carpark Lighting	
Lots Benefited:	All
Shared facility costs to be contributed to:	Energy, Maintenance and Capital
Method of calculation of share:	Residential Lot - 90% Retail Lot - 10%
Responsibility for maintenance and any specific requirements:	KOKO Broadbeach Body Corporate If a bulb or fitting requires replacement, it will be at the cost of the owner in which the fitting is located.
3. Shared Facility: Basement Emergency Lighting and Exit Signs	
Lots Benefited:	All
Shared facility costs to be contributed to:	Maintenance and Capital
Method of calculation of share:	Residential Lot - 90% Retail Lot - 10%
Responsibility for maintenance and any specific requirements:	KOKO Broadbeach Body Corporate to arrange maintenance of system and costs to be apportioned as per above. Each lot is responsible for the replacement and repair of an emergency light fitting (including batteries) within their own lot.
4. Shared Facility: Roller Doors on ramp between ground level and level 1 (if any)	
Lots Benefited:	All
Shared facility costs to be contributed to:	Maintenance and Capital
Method of calculation of share:	Residential Lot - 90% Retail Lot - 10%
Responsibility for maintenance and any specific requirements:	KOKO Broadbeach Body Corporate

Title Reference to issue from 51069794

5. Shared Facility: Basement Fire Sprinkler System (including associated hydrants and pumps)	
Lots Benefited:	All
Shared facility costs to be contributed to:	Maintenance and Capital
Method of calculation of share:	Residential Lot - 90% Retail Lot - 10%
Responsibility for maintenance and any specific requirements:	KOKO Broadbeach Body Corporate to arrange maintenance of system and costs to be apportioned as per above. Each lot is responsible for the replacement and repair of a sprinkler head within their own lot. Repair or replacement of sprinkler head in shared area to be apportioned as per above.
6. Shared Facility: Basement Fire Detection System (including FIP)	
Lots Benefited:	All
Shared facility costs to be contributed to:	Maintenance and Capital
Method of calculation of share:	Residential Lot - 90% Retail Lot - 10%
Responsibility for maintenance and any specific requirements:	KOKO Broadbeach Body Corporate to arrange maintenance and testing of system and costs to be apportioned as per above. Each lot is responsible for the replacement and repair of a detector within their own lot. All detectors must be replaced within 7 days if a fault is identified. Repair or replacement of detector in shared area to be apportioned in accordance with the number of lots.
7. Shared Facility: EWIS (Emergency Warning and Intercommunication System)	
Lots Benefited:	All
Shared facility costs to be contributed to:	Maintenance and Capital
Method of calculation of share:	Residential Lot - 90% Retail Lot - 10%
Responsibility for maintenance and any specific requirements:	KOKO Broadbeach Body Corporate
8. Shared Facility: Security Monitoring System (CCTV) (if any)	
Lots Benefited:	All
Shared facility costs to be contributed to:	Maintenance and Capital
Method of calculation of share:	Residential Lot - 90% Retail Lot - 10%

Title Reference to issue from 51069794

Responsibility for maintenance and any specific requirements:	<p>Each Owner to arrange maintenance of their system at their cost.</p> <p>Each lot is responsible for the replacement and repair of a camera within their own lot. Repair or replacement of camera in shared area to be apportioned as per above.</p> <p>An Owner of a Lot may access and view any footage relevant to their Lot (or the relevant part), Shared Facility, Shared Access Way, Service or Service Connection. The Owner is not entitled to obtain a copy of any footage except if required by law.</p>
9. Shared Facility: Basement Security Access System (if any)	
Lots Benefited:	All
Shared facility costs to be contributed to:	Maintenance and Capital
Method of calculation of share:	<p>Residential Lot - 90%</p> <p>Retail Lot - 10%</p>
Responsibility for maintenance and any specific requirements:	<p>KOKO Broadbeach Body Corporate to arrange maintenance of system and costs to be apportioned as per above.</p> <p>Each lot is responsible for the replacement and repair of a security reader within their own lot. Repair or replacement of reader in shared area or to shared facility to be apportioned as per above. Residential Lot to issue replacement cards.</p>
10. Shared Facility: Lightning Protection	
Lots Benefited:	All
Shared facility costs to be contributed to:	Maintenance and Capital
Method of calculation of share:	<p>Residential Lot - 90%</p> <p>Retail Lot - 10%</p>
Responsibility for maintenance and any specific requirements:	KOKO Broadbeach Body Corporate

KOKO BROADBEACH

Basement Level 2

(BFP Level A)

Notes:

1. Drawn to Scale on A4 sheet.
2. BMS Areas bounded by internal face of wall unless noted otherwise.
3. Revision C, BMS areas Updated - 14/9/2017 SS

ELIZABETH AVENUE

CP
BUP4204



1
SP299552

2
SP299552

(B)

Ramp

CP
BUP41

CP
BUP105573

NOTE!

This is a draft building management plan and the final plan may be subject to change. The proposed lots have not been defined on site, and Bennett & Bennett Consulting Surveyors accepts no responsibility for any amendments to location, areas, or shape that may occur during the development process. This plan has been prepared for the purpose of identifying the approximate location and size of registrable interests, and has been derived from information supplied by others. This note is an integral part of this plan and no part of the plan may be reproduced without this note.

Scale 1:250



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Surveying, Town Planning & Spatial Services
GOLD COAST | BRISBANE | SUNSHINE COAST | IPSWICH
www.bennettandbennett.com.au

Title:

PLAN OF SHARED BMS AREAS
"A" and "B"

in Lot 2 on SP299552

KOKO BROADBEACH

Client:

MPG ELSTON PTY LTD

Locality:	BROADBEACH		
Local Gov:	GCCC	Prepared By:	ARS
Surveyed By:		Approved:	ARW
Date Created:	14/8/2017	Scale:	1:100
Comp File:	160884.project		
Plan No:	160884_016_MIS_C		

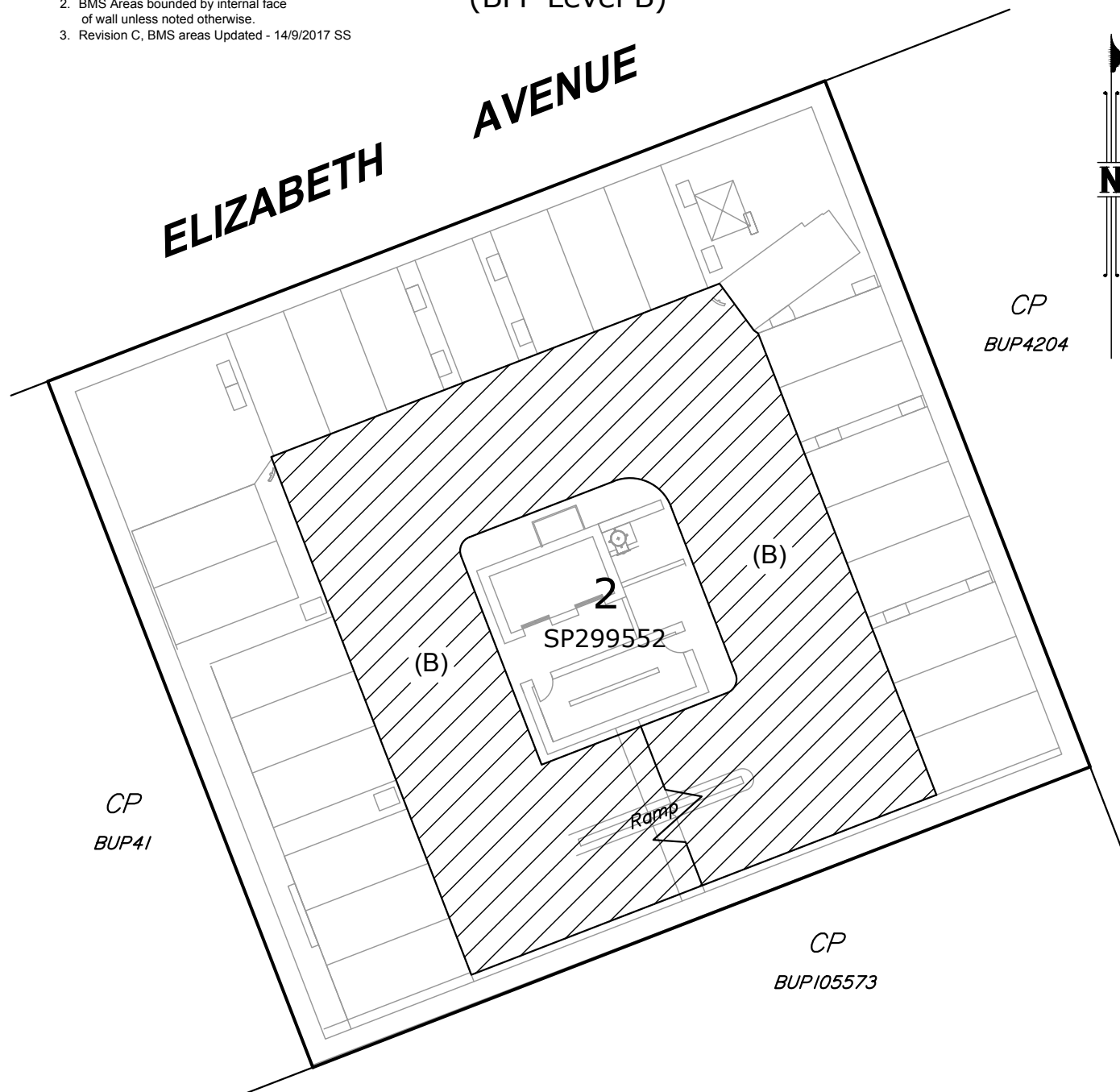
KOKO BROADBEACH

Basement Level 1

(BFP Level B)

Notes:

1. Drawn to Scale on A4 sheet.
2. BMS Areas bounded by internal face of wall unless noted otherwise.
3. Revision C, BMS areas Updated - 14/9/2017 SS



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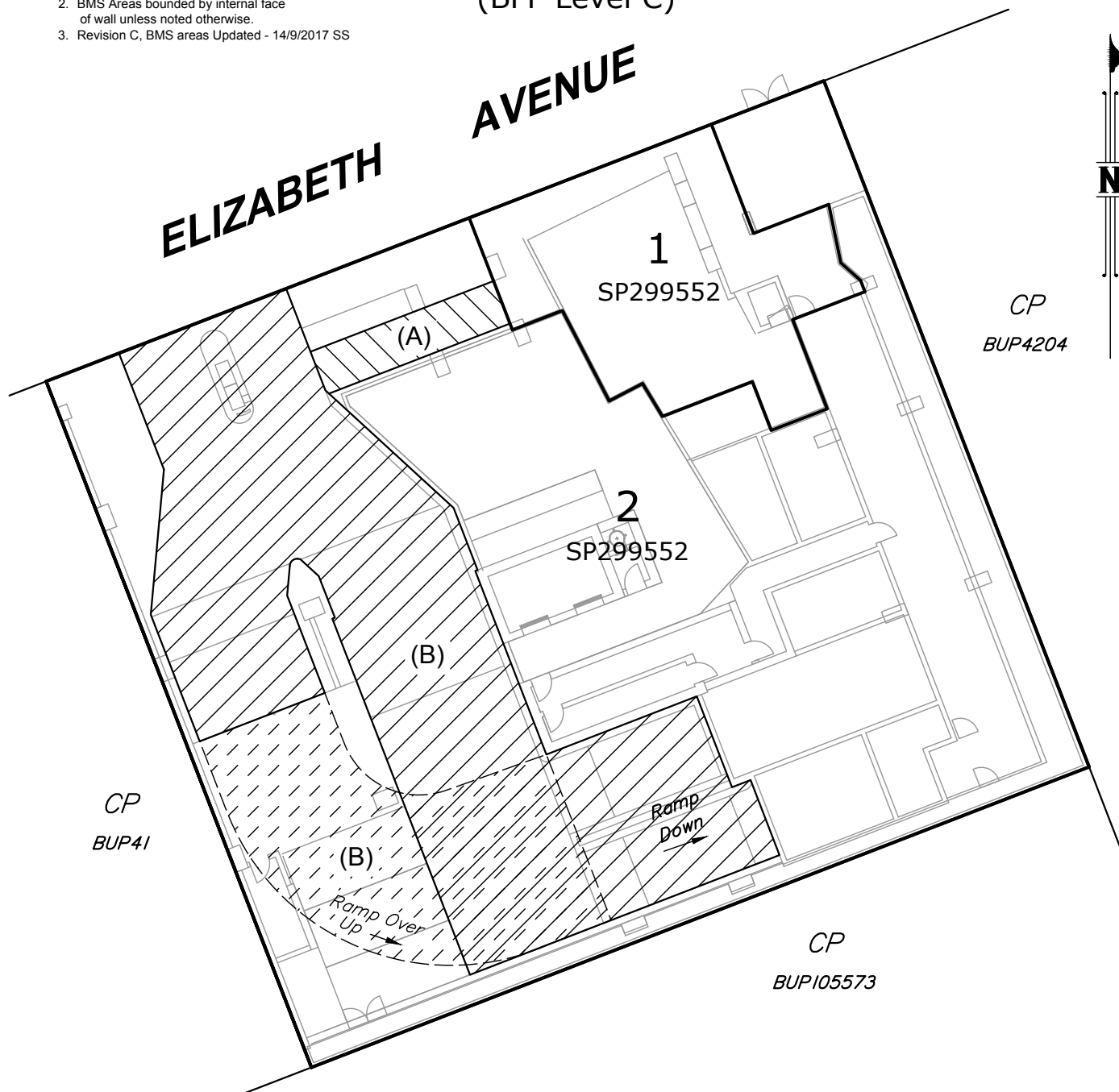
KOKO BROADBEACH

Level 1/Ground

(BFP Level C)

Notes:

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3. Revision C, BMS areas Updated - 14/9/2017 SS



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Locality:	BROADBEACH	
Local Gov:	GCCC	Prepared By: ARS
Surveyed By:		Approved: ARW
Date Created:	14/8/2017	Scale: 1:100
Comp File:	160884.project	
Plan No:	160884_016_MIS_C	

KOKO BROADBEACH

Level 2

(BFP Level D)

Notes:

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2. BMS Areas bounded by internal face of wall unless noted otherwise.
3. Revision C, BMS areas Updated - 14/9/2017 SS

ELIZABETH AVENUE

1

SP299552

2

SP299552

(B)

Ramp
Up

CP
BUP4204

CP
BUP41

CP
BUP105573

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Surveyed By:		Approved:	ARW
Date Created:	14/8/2017	Scale:	1:100
Comp File:	160884.project		
Plan No:	160884_016_MIS_C		

PART A - STATUTORY DISCLOSURE

PROPOSED BODY CORPORATE AGREEMENTS

It is proposed that the Body Corporate will enter into:

1. Body Corporate Manager's Agreement;
2. Management Engagement & Letting Authorisation Agreement;
3. Origin Agreement;
4. Utility Billing Agreement; and
5. Alarm Agreement.

Copies of the draft agreements follow this page.

PART A - STATUTORY DISCLOSURE
PROPOSED BODY CORPORATE MANAGER'S AGREEMENT

(follows this page)

SSKB Administration Agreement

BETWEEN

Stewart Silver King and Burns (Gold Coast) Pty Ltd ABN 88 069 399 864 (SSKB) of 10 Frigo Court, Bundall QLD 4217.

AND

The Body Corporate for **Koko Broadbeach CTS TBA** (Body Corporate) of **12-14 Elizabeth Avenue, Broadbeach** .

1 Term

This Agreement is for a term of 3 and starts on the date of registration and finishes on 3 years from the date of registration.

2 Fees and Service

- 2.1 For \$110.00 per lot per annum secretarial fee, plus \$55.00 per lot per annum disbursement fees, SSKB will perform the Agreed Services for the Body Corporate.
- 2.2 All fees for services and disbursements included in this agreement are exclusive of GST.
- 2.3 Fees for the agreed services and disbursements are payable in advance in quarterly instalments. Any other fees which may be incurred are payable monthly in arrears, based on the fees-for-service listed on the SSKB website at the time the service is rendered. SSKB is authorised to automatically deduct these amounts from body corporate funds.
- 2.4 Where the term is greater than one (1) year on the anniversary of agreement the service fees will increase by 5% or CPI (all groups Brisbane), whichever is the greatest. The formula for applying the increase is set out in the notes to this agreement available on the sskb.com.au website.
- 2.5 The services included within this Agreement are detailed at clause 3. Items or activities not listed are beyond the scope of this Agreement and are not covered by the secretarial fees stated at clause 2.1. For notes to assist with the interpretation of this Agreement please see our website at sskb.com.au/client-resources

Signing Clause

THE COMMON SEAL of: **The Body Corporate for Koko Broadbeach CTS TBA Accommodation Regulation Module** was affixed pursuant to an ordinary resolution of the Body Corporate in the presence of:

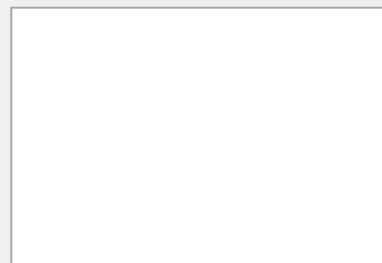
(Signature 1)

(Print name & designation)

(Signature 2)

(Print name & designation)

(Date)



EXECUTED by its duly authorised representative on behalf of:
Stewart Silver King and Burns (Gold Coast) Pty Ltd ABN 88 069 399 864

(Signature 1)

(Print name & designation)

(Signature 2)

(Print name & designation)

(Date)

- 2.6 Services requested outside of the items listed in clause 3 will attract a fee-for-service including disbursements associated with extra fee-for-service activity. Examples of Fee for Service and the Fee for Service rates and disbursements are as displayed on the SSKB website at the time the service is rendered.

3 The Agreed Services

Annual General Meeting

SSKB will:

- 3.1 Prepare statutory motions required for the annual general meeting agenda.
- 3.2 Distribute the notice for the annual general meeting, the agenda, voting paper and attachments relating to the statutory motions and the SSKB Agreement.
- 3.3 Distribute financial statements and audit reports.
- 3.4 Attend the annual general meeting for two hours, providing the meeting is held between 8:30am and 5:00 pm on a business day, including a reconvened meeting where a quorum is not reached.
- 3.5 Advise on routine meeting procedures.
- 3.6 Make the SSKB office available as the venue for holding the AGM.
- 3.7 Attend to one revision of the minutes of the AGM.
- 3.8 Record and distribute the minutes of the annual general meeting including a reconvened meeting.

Committee Meetings

SSKB will:

- 3.9 Prepare and distribute the notice for 3 committee meetings per year for the duration of this agreement.
- 3.10 Attend 3 committee meetings per year for the duration of this agreement for 2 hours each, providing the meeting is held between 8:30am and 5:00pm on a business day.
- 3.11 Advise on routine meeting procedure.
- 3.12 Make the SSKB office available as the venue for the committee meeting.
- 3.13 At meetings provide the committee with information on standard body corporate industry matters.

- 3.14 Attend to one revision of the minutes of each meeting.
- 3.15 Record and distribute the minutes of 3 committee meetings per year for the duration of this agreement.

Financial Matters

SSKB will:

- 3.16 Open, maintain and operate one bank account.
- 3.17 Receipt funds to and reconcile the Body Corporate bank account using the software nominated by SSKB.
- 3.18 Through the use of the Invoice Hub Payment Portal, process and pay the invoices, provided those invoices are appropriately approved. (This excludes the EFT remittance transmission).
- 3.19 Issue the levy notices for owners' fees up to 3 times per year.
- 3.20 Receipt and reconcile fees paid by owners.
- 3.21 Prepare for the purposes of discussion and approval by the committee a draft budget each financial year.
- 3.22 Prepare accrued accounts at the end of the Body Corporate financial year.
- 3.23 Pay approved insurance premiums from the Body Corporate funds.
- 3.24 Maintain a list of unpaid owners' levies.

Records

SSKB will:

- 3.25 Keep a list of the names and addresses provided by owners.
- 3.26 Make the records of the Body Corporate available for inspection.
- 3.27 Where provided by the Body Corporate, keep the documents of the Body Corporate, but not the archive records.
- 3.28 Keep and update the registers as required by *The BCCM Act* and Regulations.
- 3.29 Keep custody of the common seal.
- 3.30 Manage the Body Corporate data on software nominated by SSKB.

Administrative

SSKB will:

- 3.31 Manage insurance claims where the insurance is placed through SSKB's nominated broker.
- 3.32 Receive correspondence on behalf of the Body Corporate.
- 3.33 Arrange for the appointment of a Returning Officer for a general meeting.
- 3.34 Provide a call centre for general enquiries.
- 3.35 Be appointed the Public Officer (for the purposes of signing statutory documents as instructed by the committee).
- 3.36 Provide minutes and documents on the Body Corporate portal on software nominated by SSKB and generally manage the site on behalf of the Body Corporate.

4 Procedural Matters

- 4.1 SSKB holds professional indemnity insurance of \$5,000,000.
- 4.2 SSKB may keep the Body Corporate records in either paper, photographic or electronic form.
- 4.3 To the extent necessary, SSKB and its delegates are granted "Authorised Powers", which are the same powers as the executive members of the committee under the *Body Corporate and Community Management Act*. This authorisation does not make SSKB responsible for performing the statutory functions of the Body Corporate and it does not relieve the Body Corporate nor the Body Corporate committee of their statutory functions and responsibilities.
- 4.4 SSKB is authorised to chair a reconvened general meeting if the SSKB representative is the only person present for the purpose of forming a quorum.
- 4.5 SSKB is authorised to administer funds controlled by the Body Corporate, and is entitled to select the financial institution which holds the bank account for the Body Corporate.
- 4.6 SSKB is entitled to select industry specific software for operating the Body Corporate records and financial administration and the Body Corporate will pay the costs charged by the supplier of this software.
- 4.7 The Body Corporate authorises SSKB to obtain quotations for insurance coverage for the Body Corporate, to place insurance as the Body Corporate directs, and to pay the premiums out of the Body Corporate funds. The Body Corporate

acknowledges that SSKB does not provide advice about insurance. The Body Corporate maintains its responsibility for selecting its own policy and ensuring it is adequate.

- 4.8 SSKB is entitled to retain fees received for provision of search services, disclosure statements, information certificates and records supplied to owners and for any other services delivered to owners in their individual capacity.
- 4.9 SSKB is entitled to retain any fees or commission it may receive from the associates, partners and suppliers listed in clause 5.
- 4.10 The body corporate will provide instructions to SSKB through the Chairperson, or from time to time, a person nominated by the Body Corporate. SSKB should be advised in writing by the Body Corporate of alternative nominees.
- 4.11 This Agreement, in accordance with the Act and Module, may be transferred by the Manager following approval of the Body Corporate committee (unless it is a restricted issue for the committee).
- 4.12 Termination. Both the Body Corporate and SSKB have rights of Termination of this Agreement, as set out in the *Body Corporate and Community Management Act*. Additionally, if there is a material breach of this Agreement and SSKB or the Body Corporate fail to remedy the breach within 28 days of a written notice providing the particulars of the breach, the agreement may be terminated.

SSKB may, without prejudice to any other rights it may have, terminate this Agreement within the term if the Body Corporate fails to pay the Manager any amount owing to it under the Agreement and the failure continues for a period of 14 days after notice of the failure is given to the Body Corporate by the Manager, then the Manager may terminate the Agreement by giving 28 days written notice to the Body Corporate. The Body Corporate will reimburse the Manager for the Manager's costs of recovering that amount from the Body Corporate, including any legal costs on an indemnity basis.
- 4.13 Upon the expiry or earlier termination of the Agreement by either party, SSKB's Hand Over Procedure will apply to handing over the Body Corporate records. The Manager must deliver to the Body Corporate its seal and records within 14 days after the expiry or termination in accordance with the Act and Module. The SSKB Handover Process is located on the SSKB website <http://sskb.com.au/policies/>

The Body Corporate authorises SSKB to deduct from the Body Corporate funds any outstanding fees and charges whatsoever prior to completing the hand over of the records.

- 4.14 The Body Corporate will indemnify SSKB if it incurs expense, is held liable for any damages or costs, or is a party to any litigation, arising during the proper performance of this Agreement.
- 4.15 Any notice given pursuant to this agreement shall be given or served in the same manner as is provided for in the *Property Law Act (Qld) 1974*.
- 4.16 If anything in this Agreement is unenforceable, illegal or void then it is severed for the rest of the agreement and the balance of the terms in the Agreement remain in force unless their basic purpose would be defeated by the severance of the offending term.
- 4.17 The Body Corporate acknowledges that this Agreement does not relate to property maintenance and that SSKB is not required under this Agreement to carry out any property maintenance services for the Body Corporate.
- 4.18 SSKB does not provide management services for the purposes of the Fire Rescue Safety Act (FRSA) and it is recommended that the Body Corporate seeks advice about fire issues on a regular basis to avoid non-compliance.

5 Commissions and Disclosure of Associates Required under the *Body Corporate and Community Management Act*

- 5.1 During the Agreement SSKB may receive commissions, dividends and revenue from the parties listed in the table below.
- 5.2 SSKB may, if it places the insurance for the Body Corporate, receive a share of the commission received by the insurance broker of between 0 and 75% of the commission paid by the insurer to the broker.
- 5.3 SSKB is, at the commencement of this Agreement, associated with the parties listed in the table below:

Name of Company
Stewart Silver King and Burns Pty Ltd ACN 138 492 556 Ultimate holding Company
SSKB Holdings Pty Ltd ACN 100 073 872 Subsidiary company of Stewart Silver King and Burns Pty Ltd and shareholder of the subsidiary companies nominated below:
Subsidiary Companies of SSKB Holdings Pty Ltd:

Stewart Silver King and Burns (Brisbane) Pty Ltd ACN 078 545 329
Stewart Silver King and Burns (Gold Coast) Pty Ltd ACN 069 399 864
Stewart Silver King and Burns (Sunshine Coast) Pty Ltd ACN 010 953 054
Stewart Silver King and Burns (NSW) Pty Ltd ACN 098 060 952
Stewart Silver King and Burns (Victoria) Pty Ltd ACN 114 836 172
SSKB Body Corporate Management Pty Ltd ACN 100 137 862
SSKB Strata Consulting Pty Ltd ACN 076 320 413
Silver Asset Services Pty Ltd ACN 071 843 304
SSKB Tax Compliance Pty Ltd ACN118 610 736
Symland Pty Ltd ACN 054 260 383 trading as Star Building Management Pty Ltd ACN 054 260 383
SSKB Financial Services Pty Ltd Subsidiary of SSKB Holdings and shareholder in the Chevron Island franchise of the Bendigo Bank
Other Associated Parties
IAGB – Insurance Aid General Brokers Partnership Pty Ltd ACN 097 567 710 Partner to provide insurance advice and brokerage services
Joe Vella Insurance Brokers ACN 074 970 540 Provider of insurance services Queensland
Whitbread Insurance Brokers ACN 005 490 228 Provider of insurance services Victoria

6 Special Conditions

6.1

Notes For The Interpretation of the SSKB Administration Agreement

Application of Mechanism for CPI increase

Where the term is greater than one (1) year, on the anniversary of the Agreement the fees in the Agreement will increase by 5% or CPI (All Groups Brisbane) whichever is the greater. The formula for calculating the review will be as follows:

The CPI Index increase mechanism is calculated using the following formula:

$$\frac{A \times B}{C}$$

Where: A is the fee payable for the year immediately prior to the Review Date;

B is the CPI Index determined for the quarter ending immediately prior to the Review Date;

C is the CPI Index determined for the quarter ending immediately prior to commencement of the year last concluded.

Insurance

The Body Corporate specifically authorises SSKB to obtain quotations for insurance cover for the scheme as required under the Regulation Module, including any other policies that may be specified by the Body Corporate. The Body Corporate also authorise the Manager to pay insurance premiums from the Body Corporate funds.

Where the Body Corporate has not placed the insurance through SSKB's nominated broker, insurance claims management and processing will be carried out as a Fee for Service.

An insurance claim form and information on submitting claims is available on the SSKB website:

[Insurance-Claim-Form.pdf](#)

Fee for Service

The following items are not services included in the standard fee, but they may be services required from time to time by the Body Corporate and if performed they will be provided at the rates specified below. Where there is no rate specified then the charge will be calculated at the hourly rates, which are also set out below:

Examples of Fee-for-Service

Meetings

- Anything to do with extraordinary general meetings
- Including more than the statutory motions and attachments, excluding the SSKB agreement in the annual general meeting notice. Each additional page would be subject to photocopy charges and the meeting notice would be subject to the additional postage charges to distribute
- Prepare and review non-statutory motions, including secret ballots and secret motions
- Attending meetings that exceed the agreed duration in the agreement (which is generally 2 hours)
- Anything to do with transfer of management rights.
- Anything to do with any committee meeting over and above the agreed number of meetings
- Attending meetings or any other services required outside of business hours

Financial

- Preparation of Business Activity Statements/Income Activity Statements
- Preparation of Audit Packs and resolution of audit queries
- Annual reconciliation of payroll, superannuation and employee expenses for body corporate employees
- Annual CPI Calculation of Building Manager Fees
- Preparation of additional accrued accounts
- Bulk utility accruals
- Government Tax Audits
- Investment of funds on committee instructions
- Authorising and coding of invoices where a committee member or building manager has not undertaken this task on the Invoice Hub Portal
- Recoding and on-charging of expenses including on charging to non lot owners

- Body Corporate set up fees including TFN/ABN/GST registration
- Opening and closing bank accounts including travel to branches
- Distribute levy notices other than the nominated agreed number of notices (e.g. utility on-charging and special levy notices).
- Re-subdivisions/lot entitlement changes – system update and consultancy

Secretarial and Administrative

- International postage where an owner has not supplied an Australian address for Body Corporate mail
- Any time any service is required by the Body Corporate to be done in non-standard business hours
- Dealing with individual owners on Body Corporate matters
- Attending to correspondence
- Archiving, storage, retrieval and destruction of records
- Lodgement of documents with any Government or Statutory Authority such as the Dept. of Natural Resources and Commissioner for Body Corporate
- Liaison with lawyers or other professionals or government departments
- Liaison with independent contractors and obtaining reports/quotations
- Repairs and maintenance co-ordination
- Any matters to do with building management statements and architectural review committees
- Call for nominations for the positions of executive and ordinary members of the committee and call for submission of motions for the annual general meeting
- Any matter related to the collecting of unpaid contributions and second debtor accounts
- Managing Payment Plans
- Managing new owner details. Reconciliation of account and forwarding new owner information
- Assisting the Body Corporate in the application of the by-laws
- Insurance renewals, management of premium funding and claim processing if business placed outside SSKB's nominated broker
- Attending to workers compensation returns and register of plant annual returns
- Travel to and from meetings

Secretarial and Financial Fee-for-Service	Hourly Rate (ex GST)
Consultants per hour	\$250
Community Managers (CM) per hour	\$250
Accountant per hour	\$185
Assistant Accountant/Assistant Community Manager per hour	\$125
Administrative Staff per hour	\$95
Arrears Staff per hour	\$125
Local travel for meetings plus disbursement fees	\$60

Financial Services Fee-for-Service	
Audit Pack Preparation fee (the greater of)	\$10 per lot or \$500
Business Activity Statement (BAS)	\$300/return
Instalment Activity Statement Returns	\$150/return
Annual CPI calculation / Managers Fees	\$75
Additional accrued periodic financial statements	\$400 per report
Attending to Payroll Processing	\$15 per employee per period
Issuing notices and attending to queries re second debtor non payments.	\$30/1 st Notice \$180/L.O.D

On-Charging Fee-for-Service	
Recharges including on-charging to lot owners and related bodies corporate	\$9.50/notice

Body Corporate Set Up Fees Fee-for-Service	
New Schemes	\$500–\$1,000
Existing Schemes	A minimum of \$450 or by negotiation
Re-subdivisions/lot entitlement changes – system update and consultancy	Asst. Acct/Consult/ hourly rate
Changing Banks operating account (opening and closing accounts)	\$100

Administrative Fee-for-Service	
Nomination Fee incl disbursements	\$3.90 notice
Change of ownership (welcome packs) incl disbursement fees	\$15.00 ea
Attend to workers comp returns & Register of Plant Annual Returns	\$60/pereturn

Administration Fees for Arrears Management - (Non Payment of Contributions on-charged to the lot owner)	
Preparation and issue of Reminder Notice	\$30/notice
Preparation and issue of Overdue Notice	\$60/notice
Preparation and issue of Letter of Demand (plus out of pocket expenses).	\$180/letter
Standard search fee	\$35
Additional Statements	\$10
Managing payment plans	Arrears staff rate

Note : The fees-for-service applicable will be as listed on the SSKB website at the time the service is rendered.

Services For Lot Owners (on-charged to the owner)

On request Owner's Statement	\$30/statement
Restore Notices for tax purposes	\$30/per financial year
On request Copies of records.	Admin Staff hourly rate
Insurance Certificate of Currency	\$27.27
Application for Discount (for processing approved application)	\$50
Dishonoured Chq (bank & admin fees)	\$35
Refund of overpayments	\$31.80
Re-allocation of funds between schemes	\$31.80

Fee-for-Service Disbursements(excl GST) Per Item Cost	
Telephone calls	Telstra Cost + 30%
EFT Remittance Transmission	\$0.50
Cheques incl envelope & postage	\$1.60
SMS	Cost + 30%
Photocopying :	
A4 Black and White	43c per print
A3 Black and White	70c per print
A4 In Colour	72c per print
A3 In Colour	\$1.72 per print
Special Levy /Additional levy Forms	50c per Form Plus disbursements

Envelopes Incl Labels:	
Envelopes Small	\$0.30 ea
Envelopes Large	\$0.50 ea
Secret Ballot/Secret motion /incl coloured paper	\$1.50 ea
Returning Officer Envelope	\$1.25 + postage

Postage:	
Domestic	AusPost charges + 30%
International	AusPost charges + 30%

Physical & Electronic Storage	Archiving Fees
Storage per week per box	\$6.20 Per Week 1 st box
Storage per week additional boxes	50c per week per add box
(Note: electronic storage, a box equals approx 100MB of storage)	
Permanent removal physical boxes (storage facility charge)	\$4.00 Per Box
Retrieval and Refile from storage	\$9.80 Box

Recovered Costs which include but are not limited to:	
Sundry :-	
Eg. Catering / Courier Fees	Cost + 30%
Non Local Travel & Meetings:-	
Travel expenses, teleconferences	Provider Cost + 30% ATO Car Rates + 30% & Airfares at cost + 15%

PP & S Costs:-	
Additional stationery & equipment	Cost + 30%

OTHER	
Tax Return Fee as negotiated with external provider	\$375 <100 lots \$475 >100 lots
Software Licence Fee	As per service provider

Other unspecified items or duties as performed from time to time by SSKB at the cost nominated by SSKB

PART A - STATUTORY DISCLOSURE

PROPOSED MANAGEMENT ENGAGEMENT & LETTING AUTHORISATION AGREEMENT

(follows this page)

PROMINENT STATEMENT

PRODUCT DISCLOSURE STATEMENT CONSISTING OF 2 OR MORE SEPARATE DOCUMENTS

The proposed Management Engagement & Letting Authorisation Agreement is part of a Product Disclosure Statement.

The other documents which make up the Product Disclosure Statement are:

- Product Disclosure Statement; and
- Proposed CMS.

Management Engagement & Letting Authorisation Agreement

Body Corporate for KOKO BROADBEACH Community Titles
Scheme no. #[*CTS number*]

and

#[*Insert*]

Ref JW: 668991

Doc ID 435751493/v1

Level 19, 480 Queen Street, Brisbane QLD 4000 Australia
GPO Box 2033, Brisbane QLD 4001 Australia

Telephone +61 7 3169 4700
Facsimile 1300 368 717 (Australia) +61 2 8507 6581 (International)
hwlebsworth.com.au

Management Engagement & Letting Authorisation Agreement

Date _____

Parties

Body Corporate for KOKO BROADBEACH Community Titles
Scheme no. #[CTS number]#

of c/- SSKB, PO Box 8319, GCMC BUNDALL, QLD 9726

(Body Corporate)

#[Insert]#

#[Insert ACN/ABN]# of #[Insert address]#

(Manager)

Recitals

A. The Act:

- (a) places on the Body Corporate a responsibility to manage and maintain the Common Property; and
- (b) enables the Body Corporate to authorise a party to conduct a Letting Agent's Business.

B. The Body Corporate has resolved to:

- (a) engage the Manager to perform various management, maintenance and other services; and
- (b) authorise the Manager to conduct a Letting Agent's Business for the Scheme.

C. The Manager has agreed to accept the engagement and authorisation.

The parties agree, in consideration of, among other things, the mutual promises contained in this agreement as follows:

1. Dictionary

The following words and expressions have the following meanings:

Act means the *Body Corporate and Community Management Act 1997*.

Agreement means this agreement and any schedule or annexures of it.

Alternate Manager	means the alternate manager appointed under clause 7.
By laws	means the by laws for the Scheme.
Building	means any building(s) contained within the Scheme.
Business Day	means any week day which is not a public holiday in Brisbane.
CMS	means Community Management Statement of the Scheme.
Committee	means the committee of the Body Corporate constituted under the Act.
Common Property	means the common property of the Scheme from time to time.
Duties	means the general duties and specific duties set out in the Schedule 2.
End Date	means #[DD/MM/20YY]#.
GST	means goods and services tax.
GST Act	means <i>A New Tax System (Goods and Services Tax) Act 1999</i> .
Letting Agent's Business	means the business: <ul style="list-style-type: none"> (a) of acting as the agent of Owners who choose to use the Manager's services for securing, negotiating or enforcing (including collection of rents or tariffs for) leases or other occupancy of lots included in the Scheme; and (b) any ancillary businesses or activities as contemplated by section 16(4) of the Act as determined by the Manager at its discretion.
Original Owner	MPG ELSTON PTY LIMITED ACN 606 476 868
Owners	means the owners of lots included in the Scheme.
Regulation Module	means the regulation module under the Act which applies to the Scheme.
Related Persons	means: <ul style="list-style-type: none"> (a) in respect of a company, the company's directors and principal shareholders; and (b) in respect of a partnership, the partners of the partnership.
Remuneration	means the remuneration set out in the Schedule 1.
Representative	means the person appointed by the Body Corporate under the clause titled 'Body Corporate Representative'.
Scheme	means KOKO BROADBEACH Community Titles Scheme No. #[CTS NUMBER]#.
Start Date	means #[DD/MM/20YY]#.

Term means the 25 year period starting on the Start Date and ending on the End Date.

2. Interpretation

2.1 In this Agreement, unless the context otherwise requires:

- (a) headings are for convenience only and do not affect interpretation;
- (b) singular includes plural and vice versa;
- (c) any gender includes every gender;
- (d) where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (e) clause means a clause of this Agreement;
- (f) month means calendar month;
- (g) **including** and similar expressions are not words of limitation;
- (h) in any combination or list of options, the use of the word **or** is not used as a word of limitation;
- (i) a reference to a person, company, trust, partnership, unincorporated body or other entity includes any of them;
- (j) a reference to a party includes their successors, substitutes, transferees or assigns;
- (k) an agreement, representation, warranty or promise on the part of 2 or more persons binds each and all of them;
- (l) an agreement, representation, warranty or promise in favour of 2 or more persons is for the benefit of each and all of them;
- (m) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re enactments or replacements of it;
- (n) a reference to a clause, part, item, chapter, division, etc in a statute, code, regulation, ordinance or other law includes a reference to the renumbered, consolidated, amended, re-enacted or replacement version of it;
- (o) if any date falls on a Saturday, Sunday, or public holiday or bank holiday in the place where an act is to be performed or a payment is to be made then the date will be the week day next following such date;
- (p) a reference to writing includes a facsimile transmission and any means of reproducing words in a tangible and permanently visible form; and
- (q) unless stated otherwise, one provision does not limit the effect of another.

- 2.2 No rule of construction will apply to a provision of this Agreement to the disadvantage of a party merely because that party put forward the provision or would otherwise benefit from it.

3. Engagement & authorisation

- 3.1 The Body Corporate, for the period of the Term, from the Start Date to the End Date:
- (a) engages the Manager to perform the Duties; and
 - (b) authorises the Manager to conduct a Letting Agent's Business.
- 3.2 The Manager accepts the engagement and authorisation contained in clause 3.1 and agrees that it will perform the Duties.
- 3.3 The Manager may, but is not required to, conduct the Letting Agent's Business during the Term.
- 3.4 The parties agree that this Agreement is a combined engagement and authorisation for the purposes of Section 117 of the Act.
- 3.5 If the Manager holds the necessary licences to do so, the Body Corporate also authorises the Manager to provide services for the sale of lots in the Scheme and the sale and letting of lots outside the Scheme.
- 3.6 The Manager may, but is not required to, use any lot in the Scheme in carrying out the Duties and conducting any Letting Agent's Business.

4. Ancillary businesses or activities

Without limiting clause 3, the Manager may, (but is not required to) provide to Owners and Occupiers all services commonly rendered in connection with the provision of rental accommodation including:

- (a) provision of cleaning services;
- (b) provision of laundry services;
- (c) provision of higher services;
- (d) provision of business centre services;
- (e) provision of games, leisure and entertainment facilities (if the Manager has an entitlement to such facilities);
- (f) provision of storage facilities (if the Manager has an entitlement to such facilities);
- (g) provision of furniture, utensils and chattels;
- (h) provision of leisure booking service; and
- (i) operation of vending machines.

5. Remuneration

- 5.1 For the performance by the Manager of the Duties, the Body Corporate must pay to the Manager (or a party nominated by the Manager) the Remuneration in the manner set out in the Schedule 1.
- 5.2 The Manager is not paid any amount by the Body Corporate for conducting any Letting Agent's Business.

6. GST

If the performance of the Duties is a taxable supply under the GST Act:

- (a) the Body Corporate must pay to the Manager, in addition to the Remuneration, a further amount equal to the GST prevailing at the time of payment providing the Body Corporate has received the relevant compliant tax invoice; and
- (b) the Manager must give to the Body Corporate a compliant tax invoice in respect of each payment of the Remuneration.

7. Staff & Alternate Manager

- 7.1 The Duties must be performed, and the Letting Agent's Business may be conducted, by:
- (a) if a natural person, the Manager personally or under the supervision of the Manager by its agents or staff ; or
 - (b) if the Manager is a company, by such number of officers, staff or agents as are reasonably required to perform the Duties and, if relevant, conduct the Letting Agent's Business.
- 7.2 The Manager may, at any time, by written notice to the Body Corporate, nominate another party to act as Manager under this Agreement (**Alternate Manager**) The Alternate Manager must be of good character and capable of performing the Duties and conducting the Letting Agent's Business.
- 7.3 The Manager is responsible for
- (a) all remuneration payable to any Alternate Manager; and
 - (b) ensuring that the Alternate Manager performs the Duties.
- 7.4 If the Manager is the Original Owner or a related entity of the Original Owner, the Manager may subcontract the performance of the Duties and the conduct a Letting Agent's Business. If this happens, the sub-contractor may deal directly with the Body Corporate in respect of matters arising out of this Agreement.
- 7.5 The Manager must appoint one person on behalf of the Manager to receive instruction from and communicate with the Body Corporate.

8. Specialist nature work

- 8.1 The Manager's performance of the Duties does not extend to work of a specialist nature.
- 8.2 The Manager must arrange and supervise contracts between the Body Corporate and independent contractors for all work of a specialist nature including:
- (a) specialist repairs and maintenance of the Common Property; and
 - (b) cleaning of external windows or parts of the Scheme not easily accessed.
- 8.3 Contracts for work of a specialist nature with independent contractors must not be entered into without the prior written approval of the Body Corporate, which approval must not be unreasonably withheld.

9. Expenses

- 9.1 The Manager is not authorised to pledge the credit of the Body Corporate or contract on its behalf. The Body Corporate:
- (a) may give the Manager a cash float that can be used to the extent authorised by the Body Corporate;
 - (b) may authorise the Manager to incur costs on behalf of the Body Corporate, in which case the Body Corporate must pay the costs validly incurred; and
 - (c) must as soon as practicable reimburse the Manager for authorised costs paid by the Manager on behalf of the Body Corporate.
- 9.2 If there is an emergency, the Manager may:
- (a) purchase materials and equipment required to deal with the emergency; and
 - (b) arrange for contractors to do works needed to deal with the emergency,
- to the amount previously authorised by the Body Corporate.
- 9.3 For sub-clause 2, emergency means anything reasonably likely to:
- (a) cause substantial damage the Common Property or property in the Scheme; or
 - (b) endanger the health or safety of people in the Scheme,
- before the Body Corporate will be able to decide what to do to minimise the damage or danger.

10. Manager's representations

- 10.1 The Manager represents to the Body Corporate that the Manager will:
- (a) at its own expense, in the performance of the Duties and any conduct of the Letting Agent's Business duly and punctually comply with:
 - (i) all relevant laws and regulations;

- (ii) the provisions of all requirements of any lawful authority about ; and
- (iii) the provisions of the By-laws and any other rules of the Body Corporate;
- (b) not do anything to affect the premiums, discounts or coverage under the policies of insurance effected in respect of the Scheme;
- (c) not display on the Common Property any sign unless it has first been approved in writing by the Body Corporate, such approval not be unreasonably withheld (however, approval is not required for reasonable signage which relate to the performance of the Duties or the conduct of any Letting Agent's Business, provided the signs are in keeping with the style and quality of the Scheme);
- (d) keep any office or reception desk in a clean and tidy condition; and
- (e) not engage in activities, perform the Duties or conduct any Letting Agent's Business in a manner which is an undue or unreasonable annoyance or disturbance to the occupiers of the Scheme.

11. Insurances

The Manager must keep insured the Manager's activities with an insurance company, approved by the Body Corporate, acting reasonably, against public risk liability for not less than \$10 million per event.

12. Body corporate representative

- 12.1 The Body Corporate must appoint one person to give instructions to and to communicate with the Manager on behalf of the Body Corporate. If no person is appointed, the chairperson of the Body Corporate is taken to be the Representative.
- 12.2 The Manager must confer fully and freely with the Representative regarding the performance of the Duties and the conduct of any Letting Agent's Business.
- 12.3 If the Representative requests, the Manager must attend meetings of the Committee and members of the Body Corporate. The Manager is entitled to be heard on any relevant question or matter raised at any meeting.

13. Plans

The Body Corporate must give the Manager one set of plans of the Scheme to assist the Manager to perform the Duties. The plans remain the property of the Body Corporate. The plans must be returned to the Body Corporate upon termination of this Agreement.

14. Equipment & cleaning consumables

- 14.1 Except for pool equipment, the Manager must, at the Manager's cost, provide all tools and equipment (including all cleaning and rubbish removal equipment) required to carry out the Duties. This equipment remains the property of the Manager.

- 14.2 The pool cleaning equipment will be provided by the Body Corporate. This equipment remains the property of the Body Corporate.
- 14.3 All consumables used by the Manager in carrying out the Duties (for example cleaning fluids, pool maintenance consumables and replacement lights) must be provided by the Body Corporate.

15. Transfer

- 15.1 The Manager may only transfer its interest in this Agreement in accordance with the provisions of the Act and the Regulation Module.
- 15.2 If the proposed transferee is a company and, if required by the Body Corporate, the directors of that company must guarantee the performance of the transferee under this Agreement.
- 15.3 If the Manager is a company and there is any alteration to the board of directors or share capital of the Manager, or other event which in the reasonable opinion of the Body Corporate alters the effective control of the Manager, such change of control of the Manager is deemed to be a transfer of this Agreement and the provisions of the Act and the Regulation Module will apply.
- 15.4 The provisions of sub-clauses 2 and 3 do not apply if:
- (a) the transferee or the Manager respectively is in any way related to or associated with the Original Owner; or
 - (b) the transferee is a company which is listed on any stock exchange or is a subsidiary of a parent company which is listed on any stock exchange.
- 15.5 At the election of the Body Corporate, any documentation to be prepared in respect of a transfer will be prepared by the solicitors for the Body Corporate and must contain such terms, covenants and conditions as are ordinarily included for such transfers (having regard to the provisions of this clause).
- 15.6 If the Manager transfers its interest in accordance with this Agreement, the Body Corporate must release the Manager and any guarantors from any breaches of this Agreement which occur after the date of transfer.
- 15.7 The Manager must pay the reasonable costs of the Body Corporate arising out of any transfer.

16. Dispute resolution

The dispute resolution provisions of the Act apply to this Agreement.

17. Termination

- 17.1 The Body Corporate may, following resolution of the Body Corporate at general meeting, terminate this Agreement by giving the Manager a notice in writing if the Manager or a Related Person to the Manager:
- (a) assigns or attempts to assign the benefit of this Agreement in breach of this Agreement; or

- (b) persistently neglects or fails to perform its obligations under this Agreement for a 30 day period after notice is given to the Manager that the Body Corporate (acting reasonably) considers that the Manager has not adequately performed its obligations, which notice must provide reasonable particulars of the obligations which the Manager has neglected or failed to perform.

17.2 The Manager may, by providing six months notice to the Body Corporate, terminate this Agreement at any time.

18. Notices

18.1 Notices under this Agreement must be in writing and must be signed by or on behalf of a party.

18.2 Notices given by a party's solicitor will be treated as given with that party's authority.

18.3 Notices are considered to be signed if affixed with a manuscript mark, signature or initials or a typed name of a person, firm or company whether conveyed electronically, digitally or otherwise.

18.4 Notices are effectively given if:

- (a) delivered or posted to the address of the other party or its solicitors;
- (b) sent to the facsimile number other party or its solicitors;
- (c) sent by electronic facsimile or similar method to the facsimile number of the other party or its solicitors;
- (d) sent by email or other digital means to the relevant email or other digital address of the other party or its solicitors,

which particulars be notified and updated by each party to the other from time to time.

18.5 Posted notices will be treated as given 3 Business Days after posting.

18.6 Notices sent by facsimile including electronic facsimile or similar method will be treated as given when the sender obtains a clear transmission report or other confirmation of delivery.

18.7 Notices sent by email are taken to be given 1 hour after they are sent, unless the sender receives notification that the email failed to be delivered to the recipient. If asked by the sender of an email to confirm receipt, the recipient must confirm receipt within a reasonable period of request.

18.8 For the purposes of Section 11 and 12 of the *Electronic Transactions Act 2001 (Qld)* and the *Electronic Transactions Act 1999 (Cth)*, the parties consent to notices and any other information being given by electronic communication.

19. Severance

19.1 The parties agree that it is not intended:-

- (a) to engage the Manager as a body corporate manager; or

- (b) to delegate to the Manager any of the powers of the Body Corporate, the Committee, or of an executive member of the Committee; or
- (c) to have the Manager perform duties under this Agreement which the Body Corporate has no power to pay the Manager to perform,

and that it is the parties intention that the Remuneration is payable for the performance of duties which do not constitute such an engagement, and do not involve such delegation, and are not duties which the Body Corporate has no power to pay the Manager to perform.

19.2 If any person, court, or tribunal, having jurisdiction in the matter finds that any provision of this Agreement:-

- (a) constitutes an engagement of the Manager as a body corporate manager; or
- (b) includes the delegation of any power referred to in sub- clause1; or
- (c) involves the performance of a duty which the Body Corporate has no power to pay the Manager to perform,

then such provision shall be severed or read down to avoid any such engagement, delegation, or lack of power without any reduction in the Remuneration. Otherwise all rights duties or obligations given or imposed by virtue of this Agreement are so given or imposed to the extent that they are lawful and if at any time, any provision is, or becomes illegal, invalid, unenforceable or void in any respect then that provision shall be ignored, read down or severed respectively so far as is possible at the same time preserving the essence of the bargain between the parties and evidenced by this Agreement, so as to uphold the legality and validity and enforceability of the remaining provisions of this Agreement.

20. Waiver

- 20.1 No waiver of any right under this Agreement takes effect unless it is in writing, signed by or on behalf of the party bound, by a person holding the requisite authority to bind the relevant party.
- 20.2 In the absence of an effective waiver, no failure or forbearance by a party to insist upon any right to performance of a condition or obligation of the other party can amount to, under any circumstances, a waiver, an election between existing rights, a representation sufficient to ground an estoppel or a variation whereby that other party is relieved or excused from performance of such condition or obligation
- 20.3 A waiver is effective only in respect of the specific instance to which it relates and for the specific purpose for which it is given.

21. Variation

An amendment or variation to this Agreement is not effective unless it is in writing and signed by the parties.

22. Applicable law

Queensland Law applies to this Agreement.

23. No merger

No act done or document signed in connection with this Agreement prevents any provision to which effect has not fully been given from continuing to have full force and effect, or as a merger of any of the powers, rights and remedies of the parties to which effect has not been fully given.

24. Costs

- 24.1 Each party must pay its own costs of this Agreement. Transfer or other duty assessed on this Agreement will be paid by the Manager.
- 24.2 A defaulting party must pay to the other party all costs (including legal costs on a solicitor and own client basis) which are reasonably incurred by the other party in connection with such default. Legal costs are deemed to have been reasonably incurred in the obtaining of advice, the attempted exercise of any power, remedy or rights, the actual exercise of any power, remedy or rights, or the institution or prosecution of proceedings in respect of any default.

25. Authority to date and complete

The Manager authorises each member of the Committee and the solicitors for the Body Corporate to do all or any of the following things:

- (a) to date or complete any blank spaces in this Agreement; and
- (b) to complete and sign any document necessary to stamp or register this Agreement.

26. Financier acting in place of Manager

If a financier of the Manager acts in place of the Manager or a Controller (as defined in the *Corporations Act 2001*) is appointed by that financier to the Manager in respect of this Agreement, the Body Corporate agrees with the Manager that its rights to terminate this Agreement (if any) are limited to those set out in the Act and the Regulation Module (for example section 145 of the Act and sections 128 and 129 of the Accommodation Module) subject to the Body Corporate complying with section 126 of the Act.

27. Entire agreement

This Agreement contains the entire terms agreed between the parties and supersedes all prior negotiations.

28. Exclusivity

- 28.1 During the Term the Body Corporate must not:
- (a) authorise any person to, or permit any of its staff to, or itself conduct within the Scheme any business of the same or similar nature as the Manager may conduct pursuant to this Agreement; or

- (b) licence or lease any part of the Common Property for the purpose of any such business.

28.2 If any person other than the Manager attempts to use any part of the Common Property for the purpose of conducting a business or rendering a service in competition with the business the Manager carries on pursuant to this Agreement, then the Body Corporate must use reasonable endeavours to effect a termination of the competing business or service.

29. Occupation Authority

Pursuant to Section 134 of the Regulation Module, the Body Corporate grants, for the Term, to the Manager the exclusive right to occupy the area described as OA1, OA2, OA3 and OA4 on the **attached** sketch plan for the purpose of:

- (a) performing the Duties;
- (b) conducting any Letting Agent's Business; and
- (c) any other authorised use pursuant to this Agreement or the By-Laws.

30. Mutual indemnity

- 30.1 Despite any other clause in this Agreement to the contrary, each party indemnifies the other against all actions, claims, demands, losses, costs, damages and expenses (including legal costs on a solicitor and own client basis) occasioned by:
- (a) the failure to provide any information or documents in breach of this Agreement or any lawfully imposed obligation for providing information or documents that are inaccurate or incorrect in any material respect;
 - (b) the failure to comply with statutory or other lawfully imposed obligations; or
 - (c) any accident, damage, loss of property, death or injury to any person of whatever nature or kind occurring in connection with the Agreement where a party's actions, inactions, negligence or omissions have contributed to that accident, damage etc.

31. Gym equipment (if any)

- 31.1 The Body Corporate indemnifies the Manager against all actions, claims, demands, losses, costs, damages and expenses (including legal costs of a solicitor and own client basis) incurred by the Manager as a direct result of any accident, damage, death or injury to any person of whatever nature or kind occurring in connection with the use of the gym equipment except to the extent caused or contributed to by the actions, inactions, negligence or omission or default on the part of the Manager.

Schedule 1 Remuneration

1. The Remuneration payable to the Manager is \$1,100.00 per lot (exclusive of GST) per year.
2. The Term is divided into remuneration periods of one year each, the first of which starts on the Start Date. Each subsequent year starts on the corresponding day of each subsequent year during the Term.
3. The Body Corporate must pay to the Manager the Remuneration in arrears by calendar monthly instalments. The first instalment is due one month after the Start Date and thereafter on the corresponding day of every subsequent month. The Manager must give to the Body Corporate a compliant tax invoice for each Remuneration payment.
4. The Remuneration is to be increased annually on each Review Date during the Term by the CPI Increase. For avoidance of doubt, the Remuneration will never be less for a subsequent year than it was for the previous year so that the application of the CPI Increase will not be applied if it results in a reduction in the Remuneration.
5. For the CPI Increase, the Remuneration will be increased to an amount represented by A, where:

$$A = \frac{B}{C} \times D$$

Where **B** = CPI for the quarter ending immediately before the relevant Review Date;

C = the CPI for the quarter one year before the quarter in B; and

D = the Remuneration payable immediately before the relevant Review Date.

CPI means the Consumer Price Index (All Groups) for Brisbane published by the Australian Bureau of Statistics. If that Index no longer exists, 'CPI' means an index that the president of the Australian Property Institute (Inc) Queensland Division decides best reflects changes in the cost of living in Brisbane.

Review Date means the date which is the annual anniversary of the Start Date.

Schedule 2 Manager's Duties

- A. GENERAL DUTIES:** The Manager is responsible for the day to day maintenance and cleanliness of the Scheme including the following general duties:
1. supervise persons engaged in work upon the Common Property;
 2. use reasonable endeavours to see that the Common Property is kept in good order and repair;
 3. monitor the observance of the By laws and any rules of the Body Corporate and report any serious or persistent breach to the Representative;
 4. monitor the observance of any rules put into effect under the BMS and report any serious or persistent breach to the Representative;
 5. if requested by the Body Corporate, provide a quarterly report to the Body Corporate about matters arising out of the caretaking of the Scheme including records of false fire alarms, security breaches (including reporting to police if appropriate), injuries, property damage, evictions, breaches of By-Laws and/or rules, lift breakdowns, water leaks, etc;
 6. if lawful, keep in its possession and not give to any person except as authorised by the Body Corporate or owner of the lot concerned, any master key or keys under the control of the Body Corporate;
 7. report promptly on all things requiring repair and on all matters creating a hazard or danger and take remedial action where possible;
 8. check and verify accounts payable by the Body Corporate relating to matters which relate to the Duties and notify the Body Corporate as to whether such accounts are in order for payment;
 9. arrange maintenance contracts as required by the Body Corporate;
 10. periodically view the monitors of any surveillance system (if any) to ensure their proper functional operation. Store footage for the period allowed by the system and provide the Body Corporate with copies of any footage on request with respect to any security incident. The Body Corporate does not have the right to access the Manager's Unit or office/reception area for the operation of the system;
 11. sort and deliver daily mail to mail boxes provided by the Body Corporate (if not otherwise done by the mail service) and hold any large mail items or delivered packages or goods for collection by owners and occupiers of the Scheme. The Body Corporate indemnifies the Manager for any claims made against it by owners or occupiers of lots in the Scheme with respect to the delivery of mail or parcels, except to the extent caused or contributed to by the actions, negligence or omission or default on the part of the Manager;
 12. be aware of the general condition of the Scheme so that the Manager is able to keep the Representative fully informed;
 13. familiarise itself with and regularly inspect the systems and mechanical equipment installed in the Scheme and advise generally on the condition thereof from time to time and recommend any changes or modifications to be made to the systems and equipment. Arrange for maintenance or other works necessary to keep them in efficient working condition at the expense of the Body Corporate;

14. perform such other acts and things as are reasonably necessary and proper in the discharge of its Duties;
15. carry out all reasonable written directions given by the Body Corporate about the caretaking and management of the Scheme;
16. if requested by the Body Corporate and if lawful to do so (privacy laws permitting), provide details of any occupier of a lot in the Scheme and any Owner (including notice of commencement and notice of departure) to any service provider as soon as possible;
17. arrange for a suitably qualified consultant to undertake any maintenance or other works necessary to keep fire fighting equipment in effective working condition and compliant with relevant standard and laws at the cost of the Body Corporate;
18. ensure that all common electrical apparatus including lighting and security devices are kept safe and fully functional throughout the Common Property and arrange for any necessary maintenance. The cost of any lights, globes, tubes, fuses and maintenance and other works will be paid by the Body Corporate;
19. as required, clean all easily accessible glass and windows in the Common Property (excluding the inside and outside of windows in each lot in the Scheme). If directed by the Body Corporate, engage a professional window cleaner to clean the windows in areas which are not easily accessed at the cost of the Body Corporate;
20. operate, inspect and arrange maintenance of the waste disposal and recycling system in accordance with the requirements of that system;
21. establish and maintain a rubbish collection service at the cost of the Body Corporate. Remove all rubbish and waste material from the Common Property (including from collection waste areas or points anywhere in the Scheme) to the point of disposal as required;
22. mow the lawns on the Common Property and (if lawful to do so) the adjacent footpath (if any) and maintain the gardens and shrubs to a high standard including pruning, fertilising, weeding, mulching, spraying for pests and top dressing as reasonably required, the cost of such consumables to be payable by the Body Corporate;
23. annually prior to the annual general meeting, submit suggestions to the Committee for the allocation of any part of the body corporate budget designated for beautification;
24. effect minor repairs and maintenance to the Common Property which do not require the services of a skilled tradesman;
25. supervise the car parking arrangements (including any visitor car parking area and the use of any loading bay) having regard to the provisions of the CMS to the allotment of car parking spaces;
26. maintain the car parking areas and any car wash areas in a clean and tidy condition. This Duty does not extend to professional style degreasing or pressure washing which is to be arranged by the Manager at the request and cost of the Body Corporate;
27. cause the Scheme inclusions, grounds and all plant and equipment to be properly maintained at all times;
28. supervise the arrangements in relation to occupiers moving in and out of the Scheme;
29. operate a booking system for any meeting room or other relevant facilities (if any); and

30. periodically keep the reception (if any) manned during such reasonable hours between 9.00am and 5.00pm Monday to Friday (excluding public holidays) as reasonably necessary to effectively carry on the Letting Agent's Business. For avoidance of doubt, the reception may be unmanned during these hours providing that, if the reception is not manned, there is a method whereby the Manager may be readily contacted.

B. SPECIFIC DUTIES: The Manager must perform the following specific duties:

CLEANING AND GROUNDS MAINTENANCE - (DAILY ROUTINE BEING ONCE PER 24 HOUR PERIOD BUT ONLY IF REQUIRED)

Common Areas – Foyer Areas and Common Facilities	<ul style="list-style-type: none"> Main entry foyer areas and windows, common toilets, change rooms and any gymnasium to be vacuumed, mopped and washed Toilet consumables to be replenished as required at the cost of the Body Corporate
Grounds	<ul style="list-style-type: none"> Clear surrounds of any pool of leaves and rubbish Empty rubbish bins Align any chairs, table and other furniture Water, as required (and if permitted by law), any plants, shrubs and planter boxes Sweep or blow down pathways and hose clean (if permitted by law) as required
Furniture and Equipment	<ul style="list-style-type: none"> Wipe down and clean any furniture and equipment including gym equipment Check wear and tear of any furniture (indoor and outdoor) and report on its condition
Pool	<ul style="list-style-type: none"> Clean skimmer baskets Check water level and clarity Clean pool as required Empty filter baskets
Barbecue Area	<ul style="list-style-type: none"> Sweep area clean and empty rubbish bins Clean outdoor furniture, barbecue plates, facings, drip tray and renew sand Check operation of barbecue and fill (at cost of Body Corporate) gas bottles as required reserve bottle to be full at all times
Lifts	<ul style="list-style-type: none"> Clean lift car interiors using products recommended by the manufacturer Spray car interiors with room freshener Clean floor, walls, handrails and mirrors
Building Security	<ul style="list-style-type: none"> Confirm the entrance intercom systems, the automatic entry/exit gates etc. are all functioning to provide all occupants entry and exit to and from the complex Program and re-code swipe cards/fobs for the security system as necessary

CLEANING AND GROUNDS MAINTENANCE - WEEKLY ROUTINE (BEING ONCE IN EACH SEVEN DAY PERIOD, BUT ONLY IF REQUIRED)

Pool	<ul style="list-style-type: none"> • Vacuum pool • Check pool for chemical levels and adjust as necessary • Check pump, filter and chlorinator for normal operation and pressure • Backwash if necessary • Clean and replace pool filter pads (as necessary) • Replace litter powder (as necessary) • Check pumps and motors for serviceability • Clean out plant rooms
Car Parks	<ul style="list-style-type: none"> • If lawful, hose down basement levels and entry/exit ramp to street level
Garbage Bin Area	<ul style="list-style-type: none"> • Scrub out bins with disinfectant/cleanser • Scrub out bin area with disinfectant/cleanser <p>(The Manager is not required to clean bins owned and stored within individual lots)</p>
Walls/Fences	<ul style="list-style-type: none"> • Walls and fences in common areas to be cleaned and maintained as required • Glass walls to be thoroughly cleaned
Foyers, Windows and Common Facilities (other than areas to be cleaned daily)	<ul style="list-style-type: none"> • Vacuum, mop and wash

CLEANING AND GROUNDS MAINTENANCE - MONTHLY ROUTINE (BUT ONLY IF REQUIRED)

Building	<ul style="list-style-type: none"> • Inspect, where accessible, building thoroughly internally and externally and note: <ul style="list-style-type: none"> - corrosion - paint condition - concrete cracking or chipping - leaks after heavy rain - condition of roof - condition of windows, doors and locks - security breaches - any matters in relation to the safety and presentation of the Scheme
Pumps (if any)	<ul style="list-style-type: none"> • After checking fuel, oil and battery test run auxiliary pumps for 30 minutes on load and confirm that unit is running smoothly • Inspect exhaust system for leaks and look for corrosion

Fans (if any)	<ul style="list-style-type: none"> Inspect condition of fan blades and look for corrosion
Furniture	<ul style="list-style-type: none"> Check wear and tear of any furniture (indoor and outdoor) and report on this condition

CLEANING, GROUNDS AND GARDEN MAINTENANCE - AS REASONABLY REQUIRED

Visitors Car (if any)	<ul style="list-style-type: none"> Check car park area Pick up any rubbish and empty any rubbish bins Check light fittings and replace blown bulbs and tubes
Footpaths & Access Ways	<ul style="list-style-type: none"> Sweep area clean, remove rubbish, papers etc Hose down (if permitted by law) all footpaths and access ways
Emergency Stairs	<ul style="list-style-type: none"> Sweep down the emergency stairs and landing (hose if necessary/applicable/lawful) Remove dust from hand rails and wipe clean Wipe and clean exit signs and replace blown globes Clean insects out of all light fittings
Garbage Bin Area	<ul style="list-style-type: none"> Place bins at collection point for collection on collection day Sweep garbage bin area, hose/mop with detergent as necessary After collection replace bins in garbage area Ensure that no bins emit offensive odours and are regularly emptied <p>(The Manager is not required to deal with bins stored within individual lots)</p>
Windows	<ul style="list-style-type: none"> Exterior windows in common areas to be spot cleaned as required, inside and out (Windows out of normal reach are not included in this daily routine)
Garden Maintenance	<ul style="list-style-type: none"> All garden and grass edges to be trimmed and grass mowed around Scheme and adjacent footpath (if lawful) according to rate of growth or condition of weather Keep all gardens to a good standard at all times with replacement of shrubs and plants at the expense of the Body Corporate as is necessary Spray pathways with weed killer at regular intervals Check on state of exterior fencing and gates and report to Body Corporate accordingly Plants to be fertilised and tended to Arrange for mulching and other related capital works at the request and cost of the Body Corporate

Signing page

Executed as an agreement

Executed by the Body Corporate for **KOKO BROADBEACH** Community Titles Scheme #[CTS No.]# under its Common Seal by the Chairman of the Body Corporate in the presence of:

Witness

Chairman

Executed by #[Manager]# in accordance with section 127(1) of the *Corporations Act 2001* (Cth) by:

Signature of sole Director and sole
Company Secretary

Full name (print)

Deed of Covenant (ONLY OF REQUIRED)

PARTIES:

Corporate for KOKO BROADBEACH Community Titles Scheme No. #[**CTS NUMBER**]#

(Body Corporate)

(‘Lot Owner’)

BACKGROUND:

- A. The Lot Owner has entered into a contract to buy the Manager's Unit. The Letting Agent and the Body Corporate have entered into a Management Engagement & Letting Authorisation Agreement, whereby the Manager is authorised to conduct a letting agent business for the Scheme.
- (B. The Letting Agent conducts the letting agents business from the Manager's Unit.
- C. As the Letting Agent is not the registered owner or the lessee of the Manager's Unit, section 116 of the Act requires the Body Corporate and the Lot Owner to enter into this Deed on certain terms.
- D. The parties have agreed to the covenants set out in this Deed in order to comply with the requirements of the Act.

TERMS

1. **Definitions**
Act means the *Body Corporate and Community Management Act 1997*.
Letting Agent means the person or entity holding a letting authority from the Body Corporate.
Management Rights has the meaning given to that term in the Act.
Manager's Unit means Lot #[**LOT NO**]# in the Scheme;
Scheme means KOKO BROADBEACH community titles scheme.
2. **Lot Owner's Covenants**
- 2.1 The parties acknowledge and agree that this clause and the covenants contained in it:
- (a) comprise and operate as a deed as prescribed under Section 116 (2)(b) of the Act; and

- (b) only operates if a deed is required to be entered into between the Body Corporate and the Lot Owner pursuant to Section 116(2)(b) of the Act.
- 2.2 The Lot Owner is or is the proposed registered owner of the Manager's Unit and will be the '*lot holder*' for the purposes of Section 116 of the Act.
- 2.3 The Lot Owner, as the registered owner or the proposed registered owner of the Manager's Unit:
- (a) agrees to transfer the Lot Owner's interest in the Manager's Unit, in accordance with the procedures and requirements of the Act and the terms of this Deed, if:
- (i) the Letting Agent is required to transfer the Management Rights under the Act; and
- (ii) if the Body Corporate gives the Letting Agent a valid *transfer notice* under Section 140 of the Act;
- (b) must do all that is required, including sign all documents as are necessary, to ensure that the transfer of the Manager's Unit under this clause is effected contemporaneously with the transfer of the Management Rights; and
- (c) authorises the Body Corporate to act in its place, including without limitation to sign all such documents as are necessary, if the Lot Owner does not comply with the Lot Owner's obligations under this clause.
- 2.4 Nothing in this Deed implies or requires that Division 8 of Part 2 of Chapter 3 of the Act applies to the Management Rights.

Signed as a Deed

Executed by the Body Corporate for KOKO BROADBEACH Community Titles Scheme #[**CTS No.**]# under its Common Seal by the Chairman of the Body Corporate in the presence of:

Witness

Signed, sealed and delivered by the Lot Owner in the presence of:

Witness

Chairman

Committee Member

Lot Owner

OCCUPATION AUTHORITY PLAN

"KOKO BROADBEACH" CTS
Level C (Level 1/Ground)



NOTE!

This is a draft occupation authority plan and the final plan may be subject to change. The proposed lots have not been defined on site, and Bennett & Bennett Consulting Surveyors accepts no responsibility for any amendments to location, areas, or shape that may occur during the development process. This plan has been prepared for the purpose of identifying the approximate location and size of registrable interests, and has been derived from information supplied by others. This note is an integral part of this plan and no part of the plan may be reproduced without this note.

Notes:

1. Drawn to Scale on A4 sheet.
2. OA Areas bounded by internal face of wall unless noted otherwise.
3. Revision D: Plan Updated - 31/08/2017 SS

Scale 1:150



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GOLD COAST | BRISBANE | SUNSHINE COAST | IPSWICH

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Title:

PLAN OF OCCUPATION AUTHORITY AREAS "OA1, OA2 & OA3"

In part of the Common Property on
Level C (Level 1/Ground) on SP299558
"KOKO BROADBEACH" CTS

Client:

MPG ELSTON PTY LTD

Locality: BROADBEACH

Local Gov: GCCC

Prepared By: NB

Surveyed By:

Approved: ARW

Date Created: 01/08/2017

Scale: 1:150

Comp File:

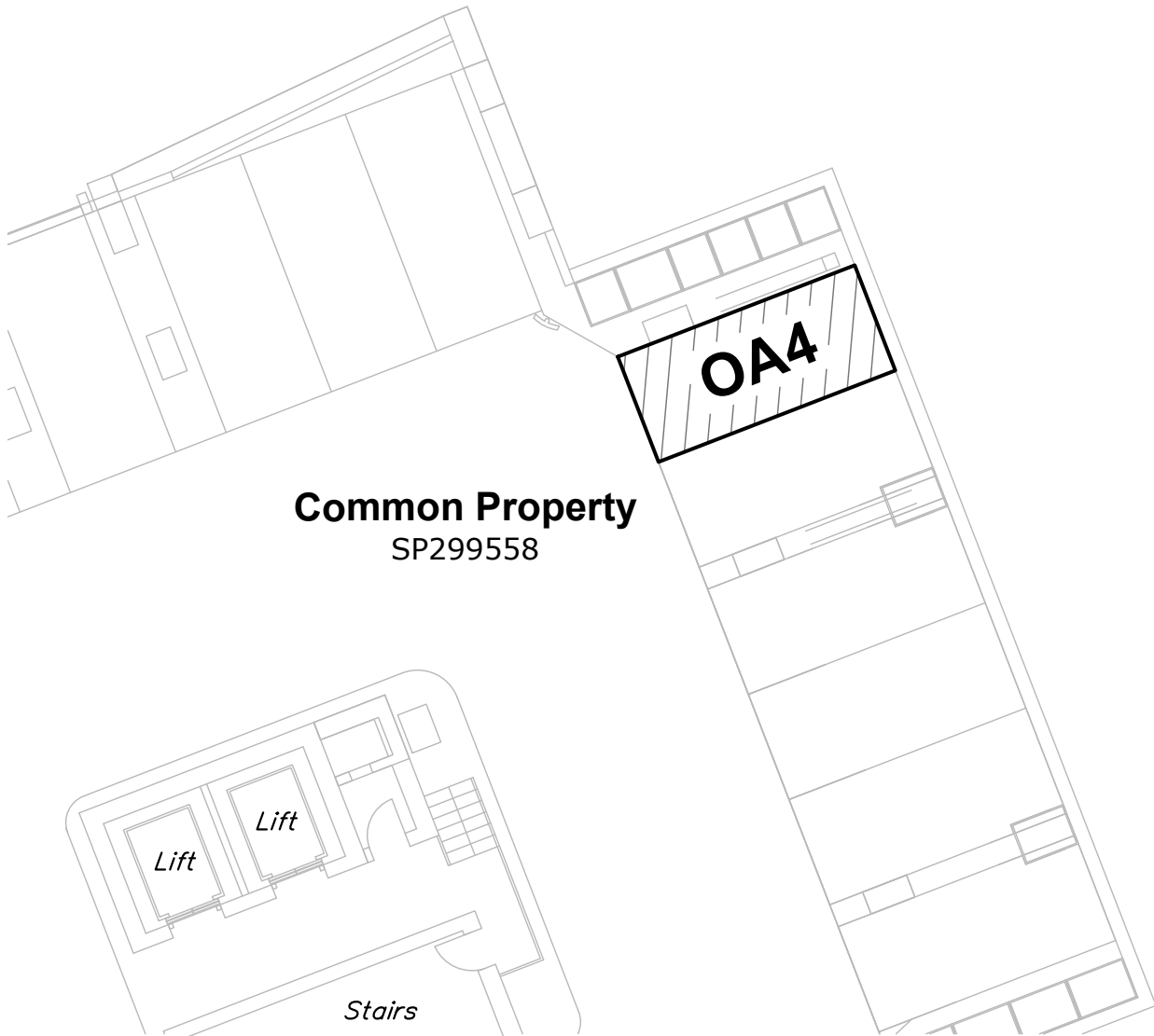
Plan No:

160884_012_OA_D

OCCUPATION AUTHORITY PLAN

"KOKO BROADBEACH" CTS

Level F (Level 4)



Common Property
SP299558

NOTE!

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Notes:

1. Drawn to Scale on A4 sheet.
2. OA Areas bounded by internal face of wall unless noted otherwise.
3. Rev C Plan Updated - 12/9/2017 SS

Scale 1:150



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Title:

PLAN OF OCCUPATION AUTHORITY AREA "OA4"

In part of the Common Property on
Level F (Level 4) on SP299558
"KOKO BROADBEACH" CTS

Client:

MPG ELSTON PTY LTD

Locality: BROADBEACH

Local Gov: GCCC

Prepared By: JKC

Surveyed By:

Approved: ARW

Date Created: 10/08/2017

Scale: 1:150

Comp File:

Plan No:

160884_014_OA_C

PART A - STATUTORY DISCLOSURE

PROPOSED ORIGIN AGREEMENT

(follows this page)



CENTRALISED ENERGY EQUIPMENT – MASTER AGREEMENT TERMS

This Master Agreement is between Origin Energy Electricity Limited (ABN 33 071 052 287) (referred to as “us”, “we” or “our”) and the Premises Party specified in the Schedule (referred to as “you” or “your”).

EXECUTED as an agreement

SIGNED for and on behalf of **Origin Energy Electricity Limited ABN 33 071 052 287** by its duly authorised representative in the presence of:

Signature of authorised representative

Signature of witness

Name of authorised representative

Name of witness

Title of authorised representative

Date_____

Date_____

SIGNED for and on behalf of **MPG Elston Pty Limited ABN 97 606 476 868** by its duly authorised representative in the presence of:

Signature of authorised representative

Signature of witness

Name of authorised representative

Name of witness

Title of authorised representative

Date_____

Date_____

Assignment execution page

By executing below on behalf of the Owners Corporation and the original Premises Party the assignment and novation of this Master Agreement and all Supply Orders executed prior to the date of assignment is given effect to under clause 17 of the Agreement.

The Common Seal of
ABN _____ was affixed in the presence of:

Signature of Secretary

Signature of Chairman

Name of Secretary

Name of Chairman

Date _____

Date _____

SIGNED for and on behalf of **MPG Elston Pty Limited**
ABN 97 606 476 868 by its duly authorised representative
in the presence of:

Signature of authorised representative

Signature of witness

Name of authorised representative

Name of witness

Title of authorised representative

Date _____

Date _____

1. THIS AGREEMENT

- 1.1 This Master Agreement is made up of these Master Agreement Terms and the Schedule.
- 1.2 To the extent of any inconsistency, the various parts of this Agreement prevail over the terms of each other part in the following order:
 - (a) these Master Agreement Terms;
 - (b) the Schedule;
 - (c) any special conditions to a Supply Order; and
 - (d) the remaining terms of the relevant Supply Order.
- 1.3 Capitalised terms used in this Agreement are defined in clause 35.
- 1.4 You acknowledge that you enter into this Agreement for the benefit of each Origin Company.
- 1.5 We hold the benefit of this Agreement (including the right to recover any Liability) for our self and on trust for each Origin Company and are entitled to enforce this Agreement (including any indemnity), whether by way of equitable, legal or statutory relief, for our self and on behalf of any Origin Company.

2. TERM

- 2.1 This Master Agreement starts on the Start Date and continues until it is terminated by you or us.
- 2.2 The term of each Supply Order is as set out in the Supply Order.

3. SUPPLY ORDERS

- 3.1 Any services we provide pursuant to this Master Agreement must be provided under a Supply Order.
- 3.2 During the Term, you may request us to provide services at the Premises by making a written request to us specifying:
 - (a) the general nature of the services sought; and
 - (b) any other information we may request relating to the services sought.
- 3.3 We must respond to a request under this clause in writing and advise:
 - (a) that we do not agree to your request; or
 - (b) that we agree to provide the services, in which case, we will prepare a draft Supply Order and provide it to you.
- 3.4 If signed by both parties during the Term, each executed Supply Order forms a separate agreement between you and us.
- 3.5 The terms and conditions that will apply to each Supply Order are the terms set out in this Master Agreement and the relevant Supply Order. The terms of one Supply Order do not apply to the terms of any other Supply Order.
- 3.6 Each Supply Order must state that it is entered into pursuant to this Master Agreement.
- 3.7 We may nominate any Origin Company to be the provider of services and the party to a Supply Order.

4. OUR APPOINTMENT

- 4.1 You agree that we will be:

- (a) the sole operator of the Centralised Energy Equipment; and
- (b) a provider of Retail Services, at the Premises for the Term.

5. YOUR INFRASTRUCTURE

- 5.1 You must, at no cost to us:
 - (a) in the case of New Developments, install, commission, operate, maintain and repair or arrange for the installation, commissioning operation, maintenance and repair of the Premises Party Infrastructure at the Premises;
 - (b) in the case of Retrofit Developments:
 - (i) replace or arrange for the replacement of, any Premises Party Infrastructure so that it is compatible with the Centralised Energy Equipment and operate, commission, maintain and repair or arrange for the operation, commissioning, maintenance and repair of the Premises Party Infrastructure at the Premises; and
 - (ii) allow us to remove the existing infrastructure which is being replaced with the Centralised Energy Equipment.
 - (c) undertake all other infrastructure, plumbing, piping, electrical or other work at the Premises, required for us to install, commission, operate and maintain the Centralised Energy Equipment and provide the Retail Services.
- 5.2 The Premises (so far as it affects the Centralised Energy Equipment and the supply of Retail Services by us to the customer), Premises Party Infrastructure and work undertaken under clause 5.1 must:
 - (a) be free from Infrastructure Defects;
 - (b) be fit for its usual purpose; and
 - (c) be installed, operated, maintained and repaired:
 - (i) in accordance with all Approvals and applicable Regulatory Requirements (including those relating to units within the Premises at which life support equipment is in use) and the Final Drawings for the Premises; and
 - (ii) in a safe, timely, competent, efficient and professional manner which meets or exceeds the requirements of Good Industry Practice.
- 5.3 You must promptly advise us of any Infrastructure Defects in relation to the Premises (so far as it affects the Centralised Energy Equipment and the supply of Retail Services by us to the customer), or Premises Party Infrastructure.
- 5.4 You must notify us:
 - (a) at least 10 Business Days before any planned outage or interruption; and
 - (b) as soon as possible of any unplanned outage or interruption,
 of the Premises Party Infrastructure which may affect the supply of Retail Services to any Customer.

5.5 You must provide us with copies of the Proposed Drawings for the Premises before the time specified in a Supply Order. You must consult with us in relation to these drawings. If:

- (a) we notify you that we cannot install the Centralised Energy Equipment or provide the Retail Services at the Premises due to the design shown in the Proposed Drawings; and
- (b) you do not change the design so that we can carry out the installation and provide the Retail Services,

we may terminate the relevant Supply Order by notice to you, effective immediately.

5.6 You must provide us with Final Drawings for the Premises acceptable to us under clause 5.5.

5.7 If specified in a Supply Order, once the Centralised Energy Equipment is installed, you must connect that equipment to the Premises Party Infrastructure in accordance with the Regulatory Requirements.

5.8 You must comply with all Regulatory Requirements in relation to health, safety and the environment for the Premises (so far as it affects the Centralised Energy Equipment and the supply of Retail Services by us to the customer), and the Premises Party Infrastructure.

6. CENTRALISED ENERGY EQUIPMENT

6.1 We must supply, install and commission the Centralised Energy Equipment at the Premises at no cost to you (unless a cost is specified in a Supply Order):

- (a) for New Developments, at the stage of construction requested by you, provided your request is in accordance with usual industry practice;
- (b) for Retrofit Developments, once we have removed the equipment which is being replaced with the Centralised Energy Equipment;
- (c) once we are satisfied that it is safe to do so;
- (d) once any conditions precedent set out in a Supply Order have been satisfied or waived by us; and
- (e) once all Approvals relating to the Premises, Premises Party Infrastructure or Centralised Energy Equipment have been obtained, if those Approvals are required to be obtained prior to the installation of the Centralised Energy Equipment.

6.2 Prior to the installation, we may record the condition of the Premises.

6.3 The Centralised Energy Equipment must:

- (a) be free from Centralised Energy Equipment Defects;
- (b) be fit for its purpose as specified in a Supply Order or if not specified, its usual purpose; and
- (c) be installed, commissioned, operated, maintained and repaired:
 - (i) in accordance with all Approvals and applicable Regulatory Requirements (including those relating to units within the premises at which life support equipment is in use); and

- (ii) in a safe, timely, competent, efficient and professional manner which meets or exceeds the requirements of Good Industry Practice.

6.4 You must promptly notify us, by contacting our National Response Centre by telephone on 1800 002 438, of any faults you identify with the Centralised Energy Equipment.

6.5 If we identify any faults with the Centralised Energy Equipment, we will, at our discretion, either replace or repair the Centralised Energy Equipment.

6.6 We may deactivate or remove (or both) all or part of the Centralised Energy Equipment at any time:

- (a) if we believe it is appropriate in an emergency, for safety reasons, to protect the Centralised Energy Equipment or to prevent loss or damage being suffered by us or you; or
- (b) for repairs, maintenance or testing, or to replace all or part of the Centralised Energy Equipment.

6.7 We must comply with all Regulatory Requirements in relation to health, safety and the environment for the Centralised Energy Equipment.

6.8 We retain title to the Centralised Energy Equipment unless and until we transfer that title in accordance with this Agreement. You have no right to possession or custody of the Centralised Energy Equipment.

6.9 We retain title to the Remote Electronic System and title to that system will not pass to you in any circumstances.

6.10 You must provide or make available all assistance, information and utilities and amenities (such as electricity and water) reasonably necessary in order for us to perform our obligations under this Agreement, including for us to install, repair, maintain, operate, commission, remove and replace the Centralised Energy Equipment.

6.11 The parties agree that the Centralised Energy Equipment is a chattel and not a fixture.

7. ACCESS TO AND LICENCE OVER THE PREMISES

7.1 You grant us and our Representatives a non-exclusive licence to access the Premises, including the Common Property, as reasonably required for the purposes of this Agreement, including to allow us or our Representatives to:

- (a) install, operate, inspect, maintain, repair, replace, disconnect, reconnect or remove the Centralised Energy Equipment,
- (b) store equipment and materials on the Premises in connection with removal or installation, or any other obligation of ours under a Supply Order; and
- (c) read, disconnect or reconnect any Meter or supply of Retail Services.

7.2 You acknowledge and agree our access and use under the licences granted in clauses 7.1 and 7.4 will not interfere, to an unreasonable extent, with the use or enjoyment of any part of the Premises, including the Common Property.

7.3 You must ensure our access to the Premises is safe, convenient and unhindered. You must ensure we can access the Premises:

- (a) immediately if we need access urgently, for example, to prevent loss or damage being suffered by you or us; or
- (b) otherwise between 9am – 6pm on a Business Day, within 3 Business Days of the date we contact you to arrange to do so; or
- (c) as otherwise specified in a Supply Order.

7.4 You grant us a non-exclusive licence over, and for the use and enjoyment of, those parts of the Premises where the Centralised Energy Equipment is to be installed or located.

7.5 The licence in clause 7.4 will automatically be created on and from the Start Date. It will continue until either we have removed the Centralised Energy Equipment from the Premises or until title to the Centralised Energy Equipment transfers to you in accordance with this Agreement.

7.6 While we are accessing the Premises, we and our Representatives will comply with any reasonable procedures, including site safety procedures, relating to the Premises previously specified to us by you. Where you require us to comply with any such procedure, you must provide:

- (a) us with a written copy of it; and
- (b) training to all our Representatives accessing the Premises in how to comply with it.

7.7 You must notify us in writing of any special hazards or danger attaching to the Premises.

8. APPROVALS

8.1 You must obtain any Approval relating to the Premises and the Premises Party Infrastructure, and, if specified in a Supply Order, Your Centralised Energy Equipment Approvals, within any time period set by the Regulatory Requirements or, if no such time period is set, then promptly and without delay.

8.2 We must obtain any Approval (other than Your Centralised Energy Equipment Approvals) relating to the Centralised Energy Equipment within any time period set by the Regulatory Requirements or, if no such time period is set, then promptly and without delay.

8.3 You must reasonably co-operate to facilitate any Approval relating to the Centralised Energy Equipment to be obtained within any time period set by the Regulatory Requirements.

8.4 A party may terminate a Supply Order immediately by notice to the other party, and clause 16.1 will apply, if any Approval is:

- (a) not obtained within any time period set by the Regulatory Requirements;
- (b) where no time period is set by the Regulatory Requirements, not obtained promptly and without delay;
- (c) refused; or
- (d) revoked, terminated or otherwise ceases to apply.

8.5 We may terminate a Supply Order immediately by notice to you, and clause 16.1 will apply, if any condition precedent specified in that Supply Order is not met or waived by us within 24 months of the execution of the Supply Order by both parties. We may extend the 24 month period by notice to you.

9. MUTUAL OBLIGATIONS

9.1 In performing its obligations under this Agreement each party must:

- (a) comply with all Regulatory Requirements;
- (b) not, by its act or omission, place the other party in breach of any Regulatory Requirement or Approval; and
- (c) provide all things and take all measures necessary to protect people and property.

9.2 Any warranty or guarantee required by law to be incorporated into this Agreement is incorporated. Any warranty, guarantee or implied term which can be excluded by law is excluded.

10. YOUR OBLIGATIONS FOR CENTRALISED ENERGY EQUIPMENT

10.1 You must prevent any damage to the Centralised Energy Equipment, including by:

- (a) securing the Centralised Energy Equipment in locked cabinets or as otherwise specified in a Supply Order, and notifying us immediately if you become aware that any such equipment is missing, stolen or damaged; and
- (b) ensuring that neither you nor any of your Representatives or any third party damages, tampers, interferes or otherwise deals with any part of the Centralised Energy Equipment, except where reasonably necessary for the purpose of preventing material damage to property or for public safety.

10.2 You are responsible for, and must reimburse us for, any damage to or interference with any of the Centralised Energy Equipment located or installed at the Premises other than:

- (a) normal wear and tear; or
- (b) damage as a result of any act or omission by us or any of our Representatives.

10.3 If you require us to relocate the Centralised Energy Equipment to another location at the Premises, then you must pay all of our costs in doing so.

11. RETAIL SERVICES

11.1 We will offer to supply Retail Services to the Customers:

- (a) once the relevant infrastructure is in place and we are satisfied it is safe to do so;
- (b) subject to our standard credit, identification and other checks;
- (c) on terms which include or are consistent with any customer term set out in a Supply Order; and
- (d) on other terms determined by us.

11.2 We will enter into agreements for Retail Services with individual Customers who elect to take up our offer and:

- (a) impose charges and fees in respect of the supply of the Retail Services;
- (b) invoice the Customers for the supply of Retail Services on cycles determined by us;
- (c) collect payment of accounts from the Customers; and

- (d) connect and disconnect the Retail Services, Origin acknowledges that the owners and occupiers of units at the Premises are not obliged to enter into a contract with Origin for the purchase of, and are not obliged to consume Retail Services.
- (e) in each case in accordance with the terms of the relevant customer agreement.

- 11.3 You must not disconnect any Customer's Retail Services or the Centralised Energy Equipment.
- 11.4 Subject to clause 14.1, we may exchange information with our Related Bodies Corporate, Representatives and service providers where required to perform our obligations under this clause 11.
- 11.5 You must:
 - (a) refer all matters relating to the Retail Services or individual Customer agreements to us; and
 - (b) not enter into any agreement, arrangement or undertaking with, or make any representation or give any undertaking or commitment to, a Customer concerning the Retail Services or their customer agreement.

12. INVOICING AND PAYMENT

- 12.1 We will issue invoices to you after the end of each calendar month in which an amount becomes payable by you.
- 12.2 Each invoice will:
 - (a) be in the form of a tax invoice, complying with the requirements of the GST law; and
 - (b) include or be accompanied by any information or documents required by any applicable Tax Regulatory Requirement.

13. PAYMENT AND DISPUTES

- 13.1 Unless you dispute an invoice or part of an invoice; you must pay the amount of a valid invoice to us by the Due Date.
- 13.2 If you fail to pay an invoice in full or in accordance with clause 13.5 by the Due Date, we may:
 - (a) charge you Interest on the unpaid amount from the Due Date; and
 - (b) recover our costs of enforcing payment of the invoice from you.
- 13.3 Where you dispute an invoice you must provide us with written notice setting out why the amount of the invoice is incorrect by the Due Date.
- 13.4 We will assess your claim as soon as reasonably practicable and advise if we agree the original invoice was incorrect. If we do not agree with your claim the dispute resolution procedures in clause 21 apply.
- 13.5 Where you dispute part of any invoice and the dispute is not resolved by the Due Date, you must pay by the Due Date the undisputed amount.
- 13.6 Once the dispute is resolved:
 - (a) if we owe you a refund, we will pay you that amount; or
 - (b) if you owe us an amount, it must be paid within 2 weeks from the date the dispute is resolved.

14. CUSTOMER DETAILS AND PRIVACY

- 14.1 Each party must comply with the *Privacy Act 1988* (Cth).
- 14.2 If we are unable to contact an owner or occupier of a unit (who is a current or potential Customer), you must use reasonable endeavours to assist us to deliver written communications from us to the owner or occupier at the unit.
- 14.3 We may collect, hold, use and disclose Personal Information about you, Customers or Personnel disclosed to us in the course of performing this Agreement or providing any Retail Services in accordance with our Privacy Policy and the applicable privacy collection statements (see originenergy.com.au/privacy).

15. TERMINATION

- 15.1 A party may terminate a Supply Order (in part or in full):
 - (a) if the other party becomes insolvent;
 - (b) if the other party is in breach of the relevant Supply Order and fails to remedy that breach within 1 month of receipt of a notice to do so;
 - (c) immediately upon notice to the other party if an event of Force Majeure which has been notified in accordance with clause 25 continues for more than 3 months in respect of that Supply Order;
 - (d) if any representation or warranty made by the other party is untrue or misleading (whether by omission or otherwise) when made.
- 15.2 Without limiting clause 15.1, we may terminate a Supply Order (in part or in full) in the following circumstances:
 - (a) in accordance with clause 5.5; or
 - (b) in accordance with clause 8.5.
- 15.3 Either party may terminate:
 - (a) a Supply Order in accordance with clause 8.4; or
 - (b) this Master Agreement or any Supply Orders (in part or in full) at any time by giving the other party not less than 6 months written notice, unless specified otherwise in a Supply Order.
- 15.4 If this Master Agreement is terminated in accordance with this clause 15, any and all Supply Orders entered into under this Agreement in place immediately prior to such termination will remain in effect until the earlier of:
 - (a) the end of the relevant Supply Term; and
 - (b) the relevant Supply Order (in part or in full) is terminated in accordance with this clause 15.

16. WHAT HAPPENS IF THIS AGREEMENT IS TERMINATED

- 16.1 In addition to any rights arising as a consequence of termination for breach, if any Supply Order is terminated for any reason other than termination by us under clause 15.3(b), then we may at our option:
 - (a) sell the Centralised Energy Equipment to you and you must purchase the Centralised Energy Equipment from us. The date of the sale will be the date we notify you that we

have elected to sell the Centralised Energy Equipment to you. The price payable by you for the Centralised Energy Equipment will be the value of the Centralised Energy Equipment as determined in accordance with the relevant Supply Order. You must pay the amount payable within 1 month of receipt of an invoice from us. Title to the Centralised Energy Equipment will pass to you once the invoice is paid in full;

- (b) remove the Centralised Energy Equipment; or
- (c) forfeit the Centralised Energy Equipment to you, in exchange for the payment of the sum of \$1.00 on request. The date of the forfeiture will be the date we notify you that we have elected to forfeit the Centralised Energy Equipment to you. Title to the Centralised Energy Equipment will pass to you on the date of forfeiture,

but if we terminate a Supply Order under clause 15.3(b), then only clause 16.1(b) or (c) will apply at our option, unless you and we agree in writing an alternative arrangement in relation to the Centralised Energy Equipment.

- 16.2 Termination of this Agreement is without prejudice to the rights of the parties occurring before the date of termination.
- 16.3 If title to the Centralised Energy Equipment is transferred to you in accordance with clauses 16.1(a) or (c), the Centralised Energy Equipment will transfer to you in the condition it is in at the date of the sale or forfeiture (as relevant) and all risk in the Centralised Energy Equipment will pass to you on that date. We will not be required to conduct any maintenance or repairs prior to (or after) transferring the Centralised Energy Equipment to you.
- 16.4 If we remove the Centralised Energy Equipment in accordance with clause 16.1(b), we will leave the Premises in a safe and functional condition (taking into account fair wear and tear). However, we will not remedy any aesthetic damage such as scratching or fading of walls or roof, or repair damage not caused by us or the Centralised Energy Equipment.
- 16.5 In this clause 16, the Centralised Energy Equipment does not include the Remote Electronic System.

17. ENTRY INTO THIS AGREEMENT BY OWNERS CORPORATION

- 17.1 This clause 17 only applies for New Developments. References to Supply Orders in this clause 17 refer to Supply Orders executed prior to the Assignment Date.
- 17.2 You must promptly register the Plan in respect of the Premises.
- 17.3 Promptly after registration of the Plan you must procure this Master Agreement be signed by both the Owners Corporation and by you (again), to give effect to the assignment and novation documented in this clause 17. We will be deemed to have signed this Master Agreement again to give effect to the assignment and novation documented in this clause 17 if all of the following apply on the Assignment Date:

- (a) the Owners Corporation has been properly established;
- (b) construction of the Premises has reached practical completion;
- (c) the Owners Corporation has taken out the insurances required under clause 26;
- (d) the original Premises Party is not in breach of any provision of this Agreement,

but if any of clauses 17.3(a)-(d) do not apply on the Assignment Date then there will be no effective assignment under this clause 17 unless we sign this Master Agreement again.

17.4 With effect from the Assignment Date:

- (a) you assign to the Owners Corporation all rights and benefits under this Master Agreement and all Supply Orders to which, but for this clause 17, you would have been entitled to on or after the Assignment Date;
- (b) the Owners Corporation accepts the assignment of your rights and benefits under this Master Agreement and all Supply Orders pursuant to clause 17.4(a).

17.5 With effect on and from the Assignment Date, the Owners Corporation:

- (a) assumes and must perform all obligations and discharge all liabilities under this Master Agreement and all Supply Orders that, but for this clause 17, you would have been required to perform or discharge on and after the Assignment Date; and
- (b) is bound by and must comply with all other provisions of this Master Agreement and all Supply Orders which, but for this clause 17, you would have been bound by on and after the Assignment Date.

17.6 We consent to:

- (a) the assignment of the rights and benefits under this Master Agreement and all Supply Orders to the Owners Corporation pursuant to clause 17.4 and acknowledge that the Owners Corporation is entitled to the rights and benefits under this Master Agreement and all Supply Orders to which, but for this clause 17, you would have been entitled to on and after the Assignment Date; and
- (b) the Owners Corporation, pursuant to clause 17.5, assuming and performing your obligations and discharging your liabilities under this Master Agreement and all Supply Orders that arise or are to be performed or discharged by you on or after the Assignment Date.

17.7 With effect on and from effective assignment and novation as contemplated in this clause 17, we release the original Premises Party from all obligations and liabilities under this Master Agreement and all Supply Orders to be performed or discharged on or after the Assignment Date.

17.8 Nothing in this clause 17:

- (a) affects the original Premises Party's or our rights, liabilities or obligations under this Master Agreement and all Supply Orders before the Assignment Date; or

- (b) releases the original Premises Party or us from any obligation or liability under this Master Agreement and all Supply Orders arising before the Assignment Date and the Owners Corporation does not assume any such obligation or liability.

17.9 On and from the Assignment Date, the address and contact details of the Owners Corporation for the purpose of notices issued under this Master Agreement and all Supply Orders will be as notified by the Owners Corporation under this Agreement from time to time.

17.10 For the purposes of giving effect to this Master Agreement and all Supply Orders and this clause 17:

- (a) on the Start Date, this Master Agreement and any Supply Orders executed on or around the Start Date come into effect between the original Premises Party and us;
- (b) any Supply Orders come into effect on the date they are executed;
- (c) on the Assignment Date, the assignment and novation under this clause 17 comes into effect between you, the Owners Corporation and us; and
- (d) you, the Owners Corporation and we each make the representations and give the warranties set out in clauses 18.1 and 19.2.

18. WARRANTIES

18.1 Each party represents and warrants that:

- (a) it validly exists under the law of the place of its incorporation, has the power to sign this Agreement and has all authority and rights needed to perform it;
- (b) all information it provides, or causes to be provided, to the other party is accurate, up to date and complete; and
- (c) signing or performing of this Agreement will not breach, conflict with or infringe any other obligation, agreement, Regulatory Requirement or Encumbrance by which it is bound.

19. PARTNERSHIPS AND TRUSTS

19.1 If you are a partner in a partnership, each partner is jointly and severally liable under this Agreement.

19.2 If you enter this Agreement as a trustee you represent and warrant in your own right and as trustee of the Trust, that as at the date of this Agreement and until such time as all your obligations under this Agreement are discharged:

- (a) you are the sole trustee of the Trust;
- (b) you have the requisite capacity and authority to enter this Agreement on behalf of, and to bind the beneficiaries of, that Trust and to perform all obligations under this Agreement pursuant to the documents governing that Trust; and
- (c) you have the right to be fully indemnified out of the assets of the Trust in relation to this Agreement and the assets of the Trust are sufficient to satisfy all obligations of the Trust under this Agreement.

20. INDEMNITIES AND LIABILITY

(i)

20.1 Neither party nor its Representatives are liable, and must not make a claim against, the other party for any Excluded Loss in connection with or arising from this Agreement.

20.2 Subject to clause 20.4, to the extent permitted by law, the total aggregate Liability of a party to the other party in connection with or arising from this Agreement is limited to the greater of:

- (a) \$100,000; and
- (b) the Installation Value of the Centralised Energy Equipment.

20.3 The limitation of Liability in clause 20.3 will not apply:

- (a) for any Liability for personal injury, illness, disease or death; or
- (b) to the extent that a party is either entitled to be indemnified or paid for that Liability under any insurance policy held by that party or would have been so entitled or paid if it had:
 - (i) complied with its insurance obligations under this Agreement;
 - (ii) promptly claimed, and diligently pursued, such claim under that insurance policy; and
 - (iii) complied with the terms and conditions of that insurance policy.

21. DISPUTE RESOLUTION

21.1 All disputes must be dealt with in accordance with this clause 21.

21.2 The party claiming the dispute must give a written notice to the other party setting out particulars of the dispute (**Dispute Notice**).

21.3 If for any reason the dispute has not been resolved within 4 weeks after service of the Dispute Notice either party may commence court proceedings.

21.4 Pending the resolution or determination of a dispute, you and we must continue to perform our respective obligations under this Agreement.

21.5 Nothing in this clause 21 prevents a party from:

- (a) seeking urgent interlocutory or declaratory relief where, in that party's reasonable opinion, that action is necessary to protect that party's rights; or
- (b) terminating this Agreement where it has a right under the Agreement to do so.

22. CONFIDENTIALITY – NOT USED

(a)

23. ASSIGNMENT

23.1 We may assign, transfer or novate this Agreement (including the licences granted to us under clause 7) to any of our Related Bodies Corporate or any third party by prior notice to you.

23.2 Except as provided for in clause 17 or 23.3, you may only assign, transfer or novate this Agreement with our prior written consent.

23.3 If you sell or otherwise dispose of your interest in the Premises prior to the Owners Corporation entering this Agreement in accordance with clause 17, you must:

- (a) give written notice to any sales agents and prospective purchasers about this Agreement; and
- (b) assign or novate this Agreement to the Purchaser (on terms acceptable to us acting reasonably) so that the Purchaser will be bound by your obligations under this Agreement as if the Purchaser had originally entered into this Agreement as you.

23.4 If you are the Owners Corporation, you must not Encumber this Agreement.

24. SUBCONTRACTING

- 24.1 We may subcontract all or part of our obligations under this Agreement to any third party. We may perform any obligations under this Agreement through a Representative. We acknowledge that we are still liable for our obligations should this clause 24.1 be enacted.
- 24.2 If the Premises is in Victoria, we will subcontract all of our obligations that relate to the installation, commissioning, operation, maintenance and repairs of the Centralised Energy Equipment to a third party.

25. FORCE MAJEURE

- 25.1 A party will be excused for any non performance of its obligations under this Agreement (other than an obligation to pay money) during the time and to the extent that Force Majeure prevents the party from doing so.
- 25.2 A party must:
 - (a) try to remove, overcome or minimise the effects of Force Majeure as soon as it can; and
 - (b) give the other party prompt notice of the Force Majeure including details of its expected duration.
- 25.3 If the effects of such an event are widespread, we may give you prompt notice by making the necessary information available on a 24 hour telephone service promptly after becoming aware of the event.

26. INSURANCE

- 26.1 For New Developments, you must, or must cause your contractors and subcontractors to, obtain and maintain until practical completion of construction of the Premises, with a major insurance company carrying on general insurance business in Australia, "Construction All Risks" insurance for a liability of not less than the full value of construction including the full value of the Centralised Energy Equipment as notified by us to you.
- 26.2 You must obtain and maintain for the Supply Term, with a major insurance company carrying on general insurance business in Australia:
 - (a) any insurance required by a Regulatory Requirement; and
 - (b) current third party public and product liability insurance covering liability to us, our Representatives and any third party for death or bodily injury (including illness) and loss of and/or damage to (or loss of use of) any property arising out of anything done or omitted to be done by you and liabilities

arising from sudden and accidental pollution for the following minimum amounts:

- (i) for public liability - \$10 million per incident; and
- (ii) for products liability - \$10 million for any 12 month period.

26.3 You must obtain and maintain from the date of practical completion of the building and for the remainder of the Supply Term, with a major insurance company carrying on general insurance business in Australia, building insurance for a liability of not less than the full value of the building including the full value of the Centralised Energy Equipment as notified by us to you.

26.4 On request from us you must provide us with evidence of the insurances maintained in accordance with this clause 26.

27. GST

- 27.1 In this clause, all terms that are defined in the GST law have the same meaning in this clause.
- 27.2 Unless otherwise stated, monetary amounts are stated exclusive of any GST component. Amounts calculated by reference to monetary amounts are to be calculated on the GST exclusive component.
- 27.3 The supplier will add the prevailing rate of GST onto the consideration for any taxable supplies made in connection with this Agreement, and the recipient agrees to pay that GST following the receipt of a tax invoice from the supplier. The GST applicable to any taxable supplies made in connection with this Agreement is payable at the same time as the consideration for those supplies. Where a party reimburses the other party for an expense or other amount, the reimbursement will be net of any input tax credit the supplier is entitled to claim.

28. TAXES

- 28.1 Prior to signing this Agreement, you must provide us with a valid Australian Business Number. We will have no obligations under this Agreement until you provide a valid Australian Business Number to us.
- 28.2 If we are required in our opinion to withhold any amount in respect of tax from a payment to be made to you under this Agreement, we are entitled to do so and such withholding and payment to the relevant taxing authority will be a good discharge of our obligation to pay the relevant amount to you. In the event that we pay an amount to you without withholding an amount in respect of tax, you indemnify us for any loss suffered by us as a result of failing to withhold.

29. LAWS APPLICABLE TO THIS AGREEMENT

- 29.1 This Agreement is governed by the laws in force in the state or territory where the Premises is located.
- 29.2 Each party submits to the non-exclusive jurisdiction of the courts of that place.

30. PERSONAL PROPERTY SECURITIES ACT

- 30.1 We may apply for any registration, or give any notice, in connection with this Agreement under the PPSA. You consent to such registration or notice and agree to waive your right to receive a verification statement, and agree not to make an amendment demand.

- 30.2 Except where required by section 275(7) of the PPSA, information of the kind mentioned in section 275(1) of the PPSA must not be disclosed by either party.

31. VARIATIONS TO THIS AGREEMENT AND WAIVER

- 31.1 Unless otherwise specified in this Agreement, any variations to the terms of this Agreement or any waiver of any rights of any party has no effect unless it is in writing and signed by the parties (in the case of a variation) or the party granting the waiver (in the case of a waiver).
- 31.2 A party's failure or omission to exercise, enforce or require strict or timely compliance with any provision of this Agreement does not affect or impair that provision, or the right of that party to avail itself of the remedies it may have in respect of any breach of that provision.

32. NOTICES

- 32.1 A notice or other communication under this Agreement is only effective if:
- (a) in writing and addressed to the person to whom it is given; and
 - (b) sent to the relevant party's address for notices as specified in the Schedule or amended by a party by notice to the other party; or
 - (c) sent by email to the email address notified by the relevant party to the other party.
- 32.2 A notice is given:
- (a) if sent by email – 24 hours after the email was sent, unless the sender receives an automated message that the email was not delivered or knows the email was not delivered or could not be read; or
 - (b) if sent by mail – if sent by priority mail, 3 Business Days after posting, or if sent by regular mail, 6 Business Days after posting.

33. ANTI-BRIBERY

- 33.1 You must, and must ensure that your Representatives, comply with all applicable anti-bribery, fraud, secret commission and corruption laws.
- 33.2 You agree that you and your Representatives have not received, and will not receive, any payment, benefit or other thing of value (whether by way of gift, kickback or otherwise) in connection with this Agreement that is not legitimately due to you or your Representatives.
- 33.3 You must not, and must ensure that your Representatives do not, make any facilitation payment in connection with this Agreement.

34. GENERAL PROVISIONS

- 34.1 This Agreement supersedes all prior and other negotiations, representations, proposals, understandings and agreements, whether written or oral, relating to the subject matter of this Agreement.
- 34.2 You acknowledge you have not relied on any predictions, forecasts, advice or statements of opinion by us, or any of our employees or agents, as to the appropriateness or financial effect of this Agreement or the provision of any Retail Services or market conditions.

- 34.3 Clauses 7, 16, 17.10(c), 18, 19.2, 20, 21, 22, 26, 27 and 28 survive termination or expiry of this Agreement. Other terms of this Agreement will survive termination or expiry of this Agreement where it is necessary for it to do so to enable a party to enforce a right accrued on or before termination or expiry.

- 34.4 It is not necessary for us to incur an expense or make a payment before enforcing a right of indemnity conferred by this Agreement.

- 34.5 If any part of this Agreement is unlawful, unenforceable or invalid, that part will be treated as removed from the Agreement, but the rest of the Agreement is not affected.

35. DEFINITIONS

The following definitions apply in this Agreement unless the context requires otherwise.

Approval means any licence, permit, consent, authorisation, approval, registration, determination, certificate, exemption, filing, notice, qualification or other requirement (and any conditions attached to any of them) of or issued by any Regulatory Authority that must be obtained, held or satisfied by a party to supply, perform, receive or use the services to be supplied or perform that party's obligations under this Agreement or otherwise in relation to this Agreement.

Assignment Date means:

- (a) if we are deemed, under clause 17.3, to have signed this Master Agreement again to give effect to the assignment and novation documented in clause 17, the date the assignment execution page has been signed by both the Owners Corporation and the original Premises Party; or
- (b) otherwise, the date the last party to do so, including us, has signed the assignment execution page.

Australian Standards means the standards developed and approved by or on behalf of Standards Australia Limited ABN 85 087 326 690 and designated as an "Australian Standard".

Business Day means a day which is not a Saturday, Sunday or a state wide public holiday in the state in which the Premises is located.

Centralised Energy Equipment means:

- (a) the apparatus, equipment and accessories installed by us at the Premises as set out in a Supply Order; and
- (b) the Remote Electronic System, where set out in a Supply Order, unless expressly stated otherwise in these Master Agreement Terms.

Centralised Energy Equipment Defect means, with respect to the Centralised Energy Equipment:

- (a) any error, defect, omission, deficiency, non-conformity, fault, failure, malfunction or discrepancy of any type and howsoever arising, whether or not in comparison against any Regulatory Requirement, Approval or any warranty or guarantee (including a performance warranty or guarantee) (as the context requires); or
- (b) any other failure of the Centralised Energy Equipment to comply with the requirements of this Agreement.

Common Property means all the areas of the Premises which are owned or controlled by you including the areas shown as common property on the Plan.

Confidential Information means:

- (a) this Master Agreement;
- (b) any Supply Order;
- (c) all information relating to the value of the Centralised Energy Equipment or Remote Electronic System disclosed or made available to a party by or on behalf of the other party; or
- (d) all information a party derives or produces, whether in whole or in part, from the information disclosed under paragraphs (a) to (c).

Customer means any person who enters into a contract with us for the purchase of, or who uses (without having agreed to a written contract with us), Retail Services at the Premises. Where you are supplied with Retail Services, Customer includes you.

Dispute Notice has the meaning given in clause 21.2.

Due Date means the date for payment set out on the invoice.

Encumbrance includes any mortgage, charge, pledge, lien, encumbrance, assignment, security interest, title retention, possessory right, preferential right, trust arrangement, contractual right of set-off or any other security agreement or arrangement in favour of any person by way of security for the payment of a debt or any other obligation.

Excluded Loss means any:

- (a) loss of contract, profit, revenue or anticipated savings;
- (b) loss of or damage to, reputation, credit rating or goodwill;
- (c) loss or denial of opportunity;
- (d) loss of access to markets;
- (e) overheads and wasted expenditure;
- (f) financing costs;
- (g) special, incidental or punitive damages; or
- (h) any loss or damage arising from special circumstances that are outside the ordinary course of things,

however arising in respect of any circumstances under or in connection with this Agreement, and regardless of whether a claim for same is made under this Agreement, a Regulatory Requirement, tort, negligence, strict liability, under an indemnity or a warranty, in equity or otherwise.

Final Drawings means the final version of the Proposed Drawings.

Force Majeure means, with respect to an obligation of a party under this Agreement, any event or circumstance occurring on or after the Start Date that:

- (a) is not within the reasonable control of that party;
- (b) could not be prevented, overcome or remedied by the exercise of due diligence and Good Industry Practice by that party; and
- (c) results in that party being unable to meet or perform that obligation or delays its ability to do so.

Good Industry Practice means, in relation to any activity, the exercise of that degree of skill, care, diligence, prudence, methods, practices, processes, workmanship and use of materials and equipment that would be reasonably exercised by a skilled and experienced person who:

- (a) is engaged in the carrying out of activities of the same nature and extent as the relevant activity by reference to proper and prudent practices as applied to circumstances prevailing in Australia and to the operations contemplated by this Agreement;
- (b) knows the facts that were known, or should reasonably have been known, to the person performing the activity at that time;
- (c) complies with all applicable Regulatory Requirements; and
- (d) acts to the standards and in the manner required by clause 9.

Infrastructure Defect means, with respect to the Premises or any Premises Party Infrastructure:

- (a) any error, defect, omission, deficiency, non-conformity, fault, failure, malfunction or discrepancy of any type and howsoever arising, whether or not in comparison against any Regulatory Requirement, Australian Standard, Approval or any warranty or guarantee (including a performance warranty or guarantee) (as the context requires); or
- (b) any other failure of the Premises or the Premises Party Infrastructure to comply with the requirements of this Agreement.

Installation Value means the value specified in a Supply Order, being the estimated value of the Centralised Energy Equipment including installation cost.

Interest means the rate of interest on any day which is the average bid rate for bills having a tenor of 90 days which is displayed on the page of the Reuters Monitor System designated "BBSY" plus 2%, calculated daily, and at our discretion, compounded monthly.

Liability includes any loss, damage, liability, cost, charges and expenses.

Master Agreement Terms means this document.

Meter means a meter installed at the Premises pursuant to a Supply Order to measure Retail Services used by a Customer.

New Development means a development where you are undertaking or have undertaken the design and construction of the Premises.

Origin Company means Origin Energy Limited ABN 30 000 051 696 and any of its Related Bodies Corporate.

Owners Corporation means the body corporate or owners corporation for the Premises whose identity and contact details (including full name, ABN, address for notices, telephone number and contact representative) have been notified to us.

Personal Information has the meaning given in the *Privacy Act 1988 (Cth)*.

Personnel means those persons who a party uses to perform that party's obligations, whether an employee, director, officer, representative, contractor, subcontractor, agent of or secondee to, that party or any of its Related Bodies Corporate or otherwise.

Plan means:

- (a) if the Premises are in Victoria, the registered plan of subdivision set out in item 4 of the Schedule;
- (b) if the Premises are in South Australia, the plan of community division and scheme description set out in item 4 of the Schedule;

- (c) if the Premises are in Queensland, the plan and community management statement set out in item 4 of the Schedule;
- (d) if the Premises are in New South Wales, the registered strata plan of subdivision set out in item 4 of the Schedule;
- (e) if the Premises are in the Northern Territory, the scheme statement set out in item 4 of the Schedule.

Premises: means the land described in Item 4 of the schedule including any improvements on the land and any Common Property.

(a)

Premises Party means the party specified in item 3 of the Schedule.

Premises Party Infrastructure means the piping, plumbing, electrical and other infrastructure including that set out in a Supply Order, but excluding the Centralised Energy Equipment.

Proposed Drawings means the proposed drawings specified in a Supply Order.

Purchaser means a transferee or assignee of your interest in the Premises.

Regulatory Authority means:

- (a) any government or a governmental, quasi governmental or judicial entity or authority;
- (b) a stock exchange; and
- (c) any other authority, agency, commission, regulator, ministry, department, instrument, tribunal (including any pricing body), enterprise or similar entity,

that has powers or jurisdiction under any Regulatory Requirement over a party or any act relating to this Agreement.

Regulatory Requirement means:

- (a) any act, regulation or other statutory instrument or proclamation of any applicable jurisdiction in which any act or obligation in connection with this Agreement is or is to be carried out or regulated;
- (b) any applicable law, whether of a legislative, equitable or common law nature;
- (c) any applicable Australian Standards and codes (including voluntary codes with which we or any of our Related Bodies Corporate have committed to comply); and
- (d) any judgment, decree or similar order with mandatory effect or any binding requirement or mandatory approval of a Regulatory Authority, including any Approval,

relevant to the supply, performance, receipt or use of the services to be supplied, or to the performance of a party's obligations, under this Agreement or otherwise relevant to a party.

Related Body Corporate has the meaning given in the *Corporations Act 2001* (Cth).

Remote Electronic System means the software and hardware used by us to read the Meters remotely.

Representative means a party's Personnel and any other officer, director, employee, representative, agent of or secondee to, a party or any of its Related Bodies Corporate.

Retail Services means the sale of retail services by us to Customers as described in a Supply Order.

Retrofit Development means a development where you are not undertaking or have not undertaken the design and construction of the Premises.

Schedule means the schedule to these Master Agreement Terms.

Start Date means the date specified in item 1 of the Schedule or, if no date is specified, the date by which this Master Agreement is signed by both the original Premises Party and us.

Supply Order means a supply order established and signed pursuant to this Agreement in respect of particular Centralised Energy Equipment.

Supply Term means, in respect of a Supply Order, the term of the Supply Order as specified in it.

Tax means a tax (including corporate tax, resource rent tax, income tax, fringe benefits tax, payroll tax, PAYG and subcontractor's taxes), levy, duty (including customs duty and stamp duty), excise, charge, royalty (whether based on value, profit or otherwise), fee, surcharge, contribution, impost, deduction or withholding, however it is described, whether direct or indirect, by whatever method collected or recovered, that is imposed by a Regulatory Requirement or by a Regulatory Authority, in any jurisdiction (including a liability on an entity as a result of its being jointly or severally liable for another entity's Tax), together with any related penalty, fine, interest or other charge.

Term means the period from the Start Date until the effective termination of this Master Agreement.

Trust means the trust identified in item 3 of the Schedule (if applicable).

Your Centralised Energy Equipment Approvals means the Approvals or the connections, consents, confirmations, reports, opinions, agreements or other requirements, by, from or with, third parties that must be obtained for the installation and operation of the Centralised Energy Equipment, and which you must obtain in accordance with a Supply Order.

36. INTERPRETATION

Unless otherwise stated:

- (a) a reference to this Agreement or another document includes any variation or replacement of any of it;
- (b) the singular includes the plural and vice versa;
- (c) a reference to a statute, code or other law includes regulations and other instruments or directives under it and consolidations, amendments, re-enactments or replacements of any of them;
- (d) a person includes any type of entity or body, whether or not it is incorporated or has a separate legal identity, and any executor, administrator, successor or permitted assigns;
- (e) a reference to a body (other than a party) which ceases to exist, or whose powers or function are transferred to another body, is a reference to the body which replaces it or substantially succeeds to its powers or functions;
- (f) specifying anything after the words "include" "including", "for example" or similar expression does not limit what is included;
- (g) the expression "relating to" and similar grammatical expressions includes arising from, concerning or in connection with (whether directly or indirectly);

- (h) a reference to a Liability incurred or suffered by us includes Liabilities of our Related Bodies Corporate relating to the relevant matter;
- (i) a reference to a variation of a Charge includes introducing a new charge;
- (j) a reference to “this Agreement” in these Master Terms is to be read as a reference to the Master Agreement or a Supply Order as the context requires.

Item 1: START DATE –

Item 2: ORIGIN'S DETAILS

Origin Energy Electricity Limited

ABN 33 071 052 287

Address for notices: GPO Box 148, Brisbane Qld 4000

Telephone number: 1800 002 438

Representative: Andrew Cameron

Item 3: PREMISES PARTY'S DETAILS

Premises Party: MPG Elston Pty Limited.

ABN: 97 606 476 868.

Address for notices: P.O. Box 50 Mermaid Beach, Qld 4218

Telephone number: 07) 5570 9666

Representative: Mr Brodie Lister

Item 4: PREMISES & PLAN

Address of Premises: 12-14 Elizabeth Ave Broadbeach Qld 4218

Description of Premises: Ninety-nine (99) residential apartments.

Plan: Lot 4 on B83823 & CP on BUP209.

SUPPLY ORDER – METERING EQUIPMENT FOR EMBEDDED NETWORKS

This Supply Order is between the Origin entity set out in the Origin Details section (referred to as “us”, “we” or “our”) and the Premises Party specified in the Schedule (referred to as “you” or “your”).

Origin details (“we, us, our”): Origin Energy Electricity Limited ABN 33 071 052 287

Premises Party details (“you, your”): MPG Elston Pty Limited ABN 97 606 476 868 Unit 5, 28 Eyre St, Kingston ACT 2604.

Supply Order Date: The date by which this Supply Order is signed by both parties.

Originating Master Agreement Reference Number: MF12ELIZ250717

1. SUPPLY ORDER TERMS

- 1.1 This Supply Order sets out the terms upon which we will provide the Centralised Energy Equipment to you and offer to supply Retail Services to Customers.
- 1.2 The terms of this Supply Order comprise:
 - (a) the terms set out in this Supply Order; and
 - (b) the terms set out in the Master Agreement Terms, which are incorporated into this Supply Order by reference (as if set out in full).

2. SUPPLY TERM (REFER CLAUSE 2.1(B) MASTER AGREEMENT TERMS)

- 2.1 The period from the date this Supply Order is executed by the last of the parties to do so until the effective termination of this Supply Order.

3. SPECIAL CONDITIONS (REFER CLAUSE 1.2(C) MASTER AGREEMENT TERMS)

- 3.1 From no later than the date the Premises is permanently connected to the national electricity market, and then for the remainder of the Supply Term, you must ensure that we are the account holder for the sale of electricity to, and Financially Responsible for, the Gate Meter.
- 3.2 Subject to clauses 3.3 and 3.4 of this Supply Order, we will pay the Premises Party Infrastructure Capital Amount towards the cost of the Premises Party Infrastructure Item.
- 3.3 The original Premises Party may invoice us for the Premises Party Infrastructure Capital Amount no earlier than 1 Business Day before the date this Supply Order is to be transferred to the Owners Corporation in accordance with clause 17.3 of the Master Agreement Terms. If this Supply Order is transferred to the Owners Corporation in accordance with clause 17.3 of the Master Agreement Terms on the next Business Day following the date of that invoice then, we will pay to the original Premises Party the amount of a valid invoice within 45 days following the end of the month during which the invoice was received plus payment time of up to another week.
- 3.4 For the purposes of clause 3.2 of this Supply Order, if this Supply Order is not transferred to the Owners Corporation in accordance with clause 17.3 of the Master Agreement Terms on the next Business Day following the date of the invoice then the original Premises Party must cancel that invoice.
- 3.5 Clause 15.3 of the Master Agreement Terms is deleted and replaced with the following:

“15.3 Either party may terminate:

 - (a) a Supply Order in accordance with clause 8.4; or
 - (b) this Master Agreement or any Supply Orders (in part or in full) at any time by giving the other party not less than 6 months written notice, except that you must not terminate this Master Agreement or any Supply Orders during the Initial Term.”
- 3.6 In this Supply Order:

Gate Meter means the meter that records the total amount of electricity supplied from the national electricity market to the Premises.

Financially Responsible has the meaning given to that term in the National Electricity Rules.

Initial Term means the period from the Start Date to the *third* anniversary of the date the Master Agreement and this Supply Order are transferred to the Owners Corporation under clause 17.3 of the Master Agreement Terms.

Premises Party Infrastructure Capital Amount means \$24,750.00 exclusive of GST.

Premises Party Infrastructure Item means the Electrical Main Switchboard.

4. CENTRALISED ENERGY EQUIPMENT

4.1 Centralised Energy Equipment to be provided (Refer clause 6 Master Agreement Terms)

The quantities and items below are based on the information provided by you before the execution of this Supply Order. If that information changes then we may vary the quantities and items by notice to you.

Item	Quantity
EDMI MK7C Single Phase	99
EDMI MK10A Three Phase (Whole Current)	1
EDMI MK10A Three Phase (Current Transformer)	1
Type T CT 800/5 (Set of 3)	1
Remote Electronic System including: Next G modem	12
Mini hub comms	101

4.2 Purpose of Centralised Energy Equipment (Refer clause 6.3(b) Master Agreement Terms)

The purpose of the Centralised Energy Equipment is its usual purpose within the meaning of the National Measurement Institute Pattern Approval Requirements NMI M 6-1 and NMI M 6-2.

4.3 Access and security requirements for Centralised Energy Equipment (Refer clauses 7.3(c) and 10.1(a) Master Agreement Terms)

Nil

4.4 Connection of Centralised Energy Equipment to the Premises Party Infrastructure (Refer clause 5.7 Master Agreement Terms)

You must connect the Centralised Energy Equipment to the Premises Party Infrastructure.

5. DRAWINGS (REFER CLAUSE 5.5 MASTER AGREEMENT TERMS)

5.1 Drawings to be provided are the electrical schematic drawings for the Premises.

5.2 Proposed Drawings must be provided before the main switchboard has been manufactured.

6. PREMISES PARTY INFRASTRUCTURE (REFER CLAUSE 5 MASTER AGREEMENT TERMS)

6.1 The Premises Party Infrastructure includes:

- (a) the embedded electrical network, that is, the system of electric lines, switchboards and other hardware, used by you to take delivery of electricity from a distribution system and distribute electricity within the Premises;
- (b) the Gate Meter; and
- (c) the equipment set out in clauses 6.2 and 6.3 below.

6.2 For whole current metering installations you must provide the following equipment:

- (a) Metering panels and associated wiring. Meter panels must be constructed of insulating material and:
 - (i) comply with Australian Standard 3439 or the equivalent international standard developed by the International Electrotechnical Commission; and
 - (ii) be suitable for their intended use and environment, including exposure to ultra violet where exposed to daylight.
- (b) Supply fuse, to be installed upstream of each metering installation.

6.3 For current transformer metering installations you must provide the following equipment:

- (a) Metering panels and current transformer chambers. Meter panels must be constructed of insulating material and:
 - (i) comply with Australian Standard 3439 or the equivalent international standard developed by the International Electrotechnical Commission; and
 - (ii) be suitable for their intended use and environment, including exposure to ultra violet where exposed to daylight.
- (b) Continuous conduit draw wire.
- (c) Current transformer chambers with 32 amp fuses.

7. RETAIL SERVICES AND RETAIL SERVICES TERMS (REFER CLAUSE 11 MASTER AGREEMENT TERMS)

- 7.1 In this Supply Order, Retail Services means the sale of electricity by us, and associated meter reading, billing and collection services.
- 7.2 We will offer to supply Retail Services to the Customers incorporating electricity usage rates that are:
- (a) set on a date chosen by us which will be a date after the Start Date but before we begin to enter into agreements for the Retail Services with individual Customers who elect to take up our offer (**Set Date**);
 - (b) re-set by us in each successive year in January, if the Customer is in Victoria, or in July, if the Customer is in New South Wales, South Australia or Queensland, or at any other time in our absolute discretion (**Re-set Date**);
 - (c) at least as favourable, on the Set Date or any Re-set Date, as our best generally available published peak anytime rate under a single-fuel electricity offer for similar customers in the same distribution area not supplied via an embedded network.

8. VALUATION (REFER CLAUSE 16 OF THE MASTER AGREEMENT TERMS)

- 8.1 The valuation of the Centralised Energy Equipment will be calculated as follows:
- The value of the Centralised Energy Equipment will be the book value of the Centralised Energy Equipment as documented in our accounting records pertaining to the date of termination incorporating our installation costs, which will not exceed the estimated Installation Value.
- 8.2 The Installation Value of the Centralised Energy Equipment is:
- (a) \$ 31,879.65 inclusive of GST at the current rate of 10%.
 - (b) If the current rate of GST changes, the GST inclusive amount will be recalculated based on the GST exclusive amount which is \$ 28,981.50

EXECUTED as an agreement

SIGNED for and on behalf of **Origin Energy Electricity Limited ABN 33 071 052 287** by its duly authorised representative in the presence of:

Signature of witness

Name of witness

Date_____

Signature of authorised representative

Name of authorised representative

Title of authorised representative

Date_____

SIGNED for and on behalf of **MPG Elston Pty Limited ABN 97 606 476 868** by its duly authorised representative in the presence of:

Signature of witness

Name of witness

Date_____

Signature of authorised representative

Name of authorised representative

Title of authorised representative

Date_____

SUPPLY ORDER – SERVICED HOT WATER – NATURAL GAS – NEW DEVELOPMENT

Origin details (“we, us, our”): Origin Energy Retail Limited ABN 22 078 868 425

Premises Party details (“you, your”): MPG Elston Pty Limited ABN 97 606 476 868 Unit 5, 28 Eyre St, Kingston ACT 2604

Supply Order Date: The date this Supply Order is executed by the last party.

Originating Master Agreement Reference Number: mf12eliz250717

1. SUPPLY ORDER TERMS

- 1.1 This Supply Order sets out the terms upon which we will provide the Centralised Energy Equipment to you and offer to supply Retail Services to Customers.
- 1.2 The terms of this Supply Order comprise:
 - (a) the terms set out in this Supply Order; and
 - (b) the terms set out in the Master Agreement Terms, which are incorporated into this Supply Order by reference (as if set out in full).

2. SUPPLY TERM

- 2.1 The period from the date this Supply Order is executed by the last of the parties to do so until the effective termination of this Supply Order.

3. SPECIAL CONDITIONS (REFER CLAUSE 1.2(C) MASTER AGREEMENT TERMS)

- 3.1 You must pay us the Retail Services fee which is the sum of any amounts owing to us for Retail Services from Customers after the due date where we do not have the Customer's contact details and you have not used reasonable endeavours to assist us to obtain those details.
- 3.2 You must, at no cost to us, allow us or our subcontractor to use cranes located at the Premises for the purpose of installing the Centralised Energy Equipment.
- 3.3 You must provide a route by which we can remove and replace the water heating system which is suitable for the dimensions of the water heating system, via either the building lift system) or stairwells (as appropriate based on the location of the water heating system).
- 3.4 The hot water Meters form part of the Centralised Energy Equipment and we will supply these. You must install them and your obligations in clause 5.2 of the Master Agreement Terms apply to that installation. Once installed, we or our subcontractor will operate, maintain and repair the Meters. Our obligations relating to installation and commissioning in the Master Agreement Terms, including in clauses 6.1 and 6.3(c), do not apply to the Meters. You must install the Meters as follows:
 - (a) in accordance with the proposed Meter arrangement we provide to you;
 - (b) each Meter must have a shut-off valve supplied and installed by you immediately upstream of the Meter; and
 - (c) you must verify each Meter's serial number with us during commissioning to our satisfaction.
- 3.5 Natural gas reticulation requirements:
 - (a) the internal natural gas reticulation system must be installed in accordance with AS/NZS5601 (Gas Installations);
 - (b) all pipes used for the internal natural gas reticulation system are to be supplied, installed and tested in accordance with AS/NZS5601 and at a maximum supply pressure of 3kPa;
 - (c) where gas cook tops are to be fitted in units in the Premises the gas take-off for the cook tops must be located downstream of the gas network meter;
 - (d) each unit cook top must have an Australian Gas Association appliance-rated regulator capable of accepting up to 5kPa supply pressure;
 - (e) you must provide us with the compliance certificate for the internal natural gas reticulation system as soon as practicable after the certificate is issued.
- 3.6 Connection of the Premises to the natural gas network
 - (a) This Supply Order does not cover connection of the Premises to the natural gas network.
 - (b) You will need to enter a separate agreement with the natural gas network owner or operator for that work and the installation of the gas network meter. That agreement may require you to contribute to the costs of the work required to connect the Premises to the natural gas network. If so that amount will be payable by you.
 - (c) If the Premises is in Queensland, you must complete a compliance certificate for each gas system (the gas network meter and each sub meter) and provide copies of these certificates to us within 30 days of completion as required by the Petroleum & Gas (Production and Safety) Regulation 2004.

SUPPLY ORDER – SERVICED HOT WATER – NATURAL GAS – NEW DEVELOPMENT

4. CENTRALISED ENERGY EQUIPMENT

4.1 Centralised Energy Equipment to be provided (Refer clause 6 Master Agreement Terms)

The Premises is a New Development.

The quantities and items below are based on the information provided by you before the date this Supply Order is executed by the last party. If that information changes, then we may vary the quantities and items by notice to you.

Item description	Quantity
Water Heating System which will heat water to the specified temperature of 65 degrees Celsius. Note: all tempering of hot water is to be completed following the individual unit's hot water meter. Manufacturer: Rheem Model Number: TPI08NFD/2430 (or similar)	1
Meters	104
Remote Electronic System	1

4.2 Usual purpose of Centralised Energy Equipment (Refer clause 6.3(b) Master Agreement Terms)

Not specified.

4.3 Access and security requirements for Centralised Energy Equipment (Refer clauses 7.3(c) and 10.1(a) Master Agreement Terms)

You must provide us or our subcontractor with access to the Centralised Energy Equipment 24 hours per day, 7 days per week, by either:

- (a) installing Origin Energy mastered locks to plant rooms where the water heating system is located and at least one building entrance door; or
- (b) fitting a "lock box" with an Origin Energy master-keyed padlock and containing the required building access keys at any suitable entrance.

4.4 Connection of Centralised Energy Equipment to the Premises Party Infrastructure (Refer clause 5.7 Master Agreement Terms)

You must connect the Centralised Energy Equipment to the Premises Party Infrastructure.

5. DRAWINGS (REFER CLAUSE 5.5 MASTER AGREEMENT TERMS)

5.1 Drawings to be provided are detailed plans for the Premises showing:

- (a) the number of units in the Premises;
- (b) the space allocated for the Centralised Energy Equipment and where this space is (for example roof, basement, garage;
- (c) all specifications relating to the plant area where the water heating system will be located, including roof and wall openings, louvers, drain points, adequate door clearances;
- (d) any retail areas of the Premises; and
- (e) any installations that use a large amount of hot water, for example spas and pools.

5.2 Drawings to be provided as soon as practicable after the date this Supply Order is executed by the last party.

6. PREMISES PARTY INFRASTRUCTURE (REFER CLAUSE 5 MASTER AGREEMENT TERMS)

6.1 The Premises Party Infrastructure includes:

- (a) the hot water reticulation system, including:
 - (i) all hot water flow and return piping, including the building recirculation pumps, ensuring that the entirety of the pipe work is:
 - (A) fabricated from Type B copper;

SUPPLY ORDER – SERVICED HOT WATER – NATURAL GAS – NEW DEVELOPMENT

- (B) insulated and tightly air-sealed with a minimum thickness of 20mm Thermotec® pipe insulation (R0.6 thermal resistance) or direct equivalent; and,
 - (C) sized correctly for 65°C hot water flow rates;
 - (ii) individual hot water tempering valves throughout the complex downstream of the individual apartment's hot water Meter;
 - (iii) hot water reticulation pump/s and all flow and return pipe work and pipe insulation for the purpose of efficiently delivering hot water throughout the Premises such that thermal losses are permanently minimised and meet the requirements of AS/NZS3500;
 - (iv) where the water heating system is located in an external plant room/s, include UV protected cladding for all insulated pipe work within the plant area as per AS/NZS3500;
 - (v) provision of cold water supply to the plant room/s where the water heating system is located, which is pressure limited to a maximum of 500kPa. Alternatively, cold water pressure boosting may need to be provided where the water heating system is located on the same level as the Premises' storage water tank;
- (b) configuration and fluing for the plant room/s where the water heating system is located:
- (i) provision of adequate space for the water heating system that is suitably waterproofed & drained to an operable floor drain. The space must be clear and unobstructed space, with an external wall or on the roof top to facilitate ventilation, as follows:
 - (A) dimensions: minimum unrestricted area of 6,700mm x 1,800mm.
 - (B) proposed location: Level 32 plant room.
 - (ii) where the water heating system is covered by a roof structure, each water heating system must be flued either by natural fluing or power fluing in compliance with AS/NZS5601. Room Sealed appliances will be required.
- (c) all building penetrations required for the installation of the Centralised Energy Equipment;
- (d) the required single-phase and/or three-phase electrical connections (weather proofed to IP56 where external) for all equipment including:
- (i) each water heating system;
 - (ii) modem for remote readings;
- (e) gas network meter:
- (i) provision of a suitable location for the gas network meter and regulator to be permanently situated external to the Premises and readily accessible by the natural gas network owner or operator which must be:
 - (A) within the Premises boundary by not more than 1 – 2 metres; and
 - (B) compliant with all Regulatory Requirements (including ventilation, accessibility, hazard protection);
 - (ii) the gas network meter must be designed to cope with the following peak loads:
 - (A) water heating system (1,845 MJ/hr); and
 - (B) any other consumption of natural gas via the gas network meter at the Premises.

7. RETAIL SERVICES (REFER CLAUSE 11 MASTER AGREEMENT TERMS)

7.1 In this Supply Order, Retail Services means:

- (a) The sale of water heating services by us, and associated meter reading, billing and collection services. You or the Customer must continue to pay the relevant water utility provider for the water itself. We are not responsible for reticulating the heated water from the Water Heating System to each unit in the Premises – you are responsible for this.

SUPPLY ORDER – SERVICED HOT WATER – NATURAL GAS – NEW DEVELOPMENT

8. VALUATION (REFER CLAUSE 16 OF THE MASTER AGREEMENT TERMS)

8.1 The value of the Centralised Energy Equipment (excluding the Remote Electronic System) is calculated as follows:

Number of years after the Date of Installation that this Supply Order is terminated or expires.	Value of Centralised Energy Equipment (excluding Remote Electronic System)
Up to 5	Installation Value
between 5 and 6	50% of Installation Value
between 6 and 7	40% of Installation Value
between 7 and 8	30% of Installation Value
between 8 and 9	20% of Installation Value
between 9 and 10	10% of Installation Value
Year 10 (or after)	Valuation by an independent accredited valuer.

8.2 The Installation Value of the Centralised Energy Equipment is:

- (a) \$69,391.30 inclusive of GST at the current rate of 10%.
- (b) If the current rate of GST changes, the GST inclusive amount will be recalculated based on the GST exclusive amount which is \$63,083.00.

8.3 In this Supply Order, Date of Installation means the date we start providing Retail Services to Customers in the Premises as determined by us.

SUPPLY ORDER – SERVICED HOT WATER – NATURAL GAS – NEW DEVELOPMENT

EXECUTED as an agreement

SIGNED for and on behalf of **Origin Energy Retail Limited**
ABN 22 078 868 425 by its duly authorised
representative in the presence of:

Signature of authorised representative

Signature of witness

Name of authorised representative

Name of witness

Title of authorised representative

Date _____

Date _____

SIGNED for and on behalf of **MPG Elston Pty Limited**
ABN 97 606 476 868 by its duly authorised representative
in the presence of:

Signature of authorised representative

Signature of witness

Name of authorised representative

Name of witness

Title of authorised representative

Date _____

Date _____



Thank you for choosing us

UNDERSTANDING YOUR ENERGY AGREEMENT WITH US

Agreement Terms

Electricity in an embedded network

New South Wales

South Australia

Queensland

Victoria

March 2017

Thank you for choosing us

At Origin we are dedicated to giving you the best possible service. Understanding your Agreement with Origin is important.

If you have any questions after reading this document, please call **1800 684 993** and our Customer Service Advisers will be happy to answer them.

Your Agreement and the Regulatory Requirements

We are pleased to provide your copy of the terms and conditions in which Origin Energy Electricity Limited (ABN 33 071 052 287) of Level 45, Australia Square 264 - 278 George Street Sydney NSW 2000 (Origin) will provide electricity and related services to you.

Understanding your Agreement with us is important. If you have any questions after reading this document, please contact us.

We and **Us** means Origin. You and your means the customer.

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1. About this Agreement

This Agreement is a market retail contract and covers the sale of electricity to you at your Supply Address as a customer in an embedded electricity network. If we're your retailer at more than one Supply Address, then you have a separate agreement with us for each Supply Address. This Agreement includes these Agreement Terms and the Details section.

2. How this Agreement applies to you

This Agreement applies to Small Customers and Other Customers.

If you're a Small Customer additional regulatory protections apply to you. Whether you're a Small Customer is determined by the Regulatory Requirements. Currently, the Regulatory Requirements provide that you're a Small Customer if:

- you're a Residential Customer;
- in New South Wales and Queensland, you're a Business Customer who uses less than 100MWh of electricity per year;
- in South Australia, you're a Business Customer who uses less than 160MWh of electricity per year; or
- in Victoria, you're a Business Customer who uses less than 40MWh of electricity per year.

If you're not a Small Customer, we may still supply you under this Agreement but the additional regulatory protections we refer to in the previous paragraph do not apply to you. In this Agreement we call you an Other Customer. Where we treat Small Customers and Other Customers differently we've explained this throughout this Agreement.

It's your responsibility to tell us if the amount of electricity you use changes significantly. This is because you may change from being a Small Customer to an Other Customer or vice-versa.

3. When this Agreement starts and ends

This Agreement starts on the Acceptance Date and continues until you or we end it. For information about how this Agreement can end see clauses 4, 5 and 16. We will start to sell you electricity on the Supply Start Date which will either be:

- the end of the cooling off period;
- the date your Supply Address is connected by us (or on our behalf) or transferred to us (for more details of the transfer process and why it may be after the Acceptance Date see clause 5); or
- another date we agree with you.

If you have another agreement with us for electricity at the Supply Address, it and all associated benefits will end on the Supply Start Date.

4. Cooling off period

You can cancel this Agreement during the 10 Business Day cooling off period. The cooling off period starts from the later of the day after:

- the Acceptance Date; or
- you receive this Agreement and the customer disclosure statement provided to you with these Agreement Terms.

You can cancel during the cooling off period even though you have signed this Agreement or agreed to it over the phone or online. To cancel, call us or complete the cancellation notice provided to you with this Agreement and return it to us at the address set out on the notice.

5. The transfer process

If we're not currently your retailer for your Supply Address, we'll arrange for your Supply Address to transfer to us from your current retailer. You agree to us taking all necessary steps to do so.

We may stop the transfer and cancel this Agreement before the transfer is completed:

- where the transfer doesn't occur within 3 months of the Acceptance Date;
- where you don't meet our credit requirements;
- where any information in the Details section is incorrect; or
- for any other reason as long as it is not unreasonable to do so.

If we do so we'll let you know and we may offer you an alternative agreement.

6. Your creditworthiness

We may determine your creditworthiness by doing a credit assessment of you and using any information we are permitted by law to use to do so.

We may disclose your personal information to a credit reporting agency before, during or after we sell electricity to you:

- to obtain a consumer credit report about you if you've applied for consumer or commercial credit; and/or
- to allow the credit reporting agency to create or maintain a credit information file about you.

We can only disclose the following types of information:

- your identity particulars (eg name and address);
- the fact you are entering into an agreement with us;
- the fact that we are a current credit provider to you;
- any payments overdue for more than 60 days that we have tried to recover from you;
- information that payments are no longer overdue;
- information that, in our opinion, you've committed a serious credit infringement;
- dishonoured payments — if a cheque from you for more than \$100 has been dishonoured more than twice; and
- any other information we are permitted to disclose under the Regulatory Requirements, including consumer credit laws.

Where you are applying for:

- consumer credit you agree that we may obtain information about you from a business which provides information about the commercial creditworthiness of persons; and
- commercial credit you agree we may obtain a consumer credit report from a credit reporting agency containing information about you, for the purpose of assessing your application.

We may also exchange permitted credit information about you with other credit providers both to assess your creditworthiness and if you default on payment (either with us or with the other credit provider).

7. Security Deposits

Depending on your creditworthiness we may ask you to pay us a Security Deposit and you must pay it to us. If you're a Small Customer, we must pay you interest on the Security Deposit as required by the Regulatory Requirements. We may use your Security Deposit and any interest earned on it, to offset any amount you owe us under this Agreement if you fail to pay a bill by the Due Date.

If we use your Security Deposit or any interest to offset amounts owed to us, we'll let you know.

If we no longer need your Security Deposit, we'll return it and any interest through a credit on your bill, or if you have closed your account, through our standard processes to refund account credits.

8. What you have to pay

You must pay us the Charges. The Charges include:

Amounts for the sale and supply of electricity described below.

- **Supply charges** – daily charges, regardless of how much electricity you use. These charges are set out in your Details section.
- **Electricity usage charges** – charges based on the amount of electricity you use. These charges are set out in your Details section.
- **Distributor charges** – any amounts that your Distributor charges for services provided at your Supply Address and which are not already incorporated into the supply or electricity usage charges. Your Distributor sets these amounts if they are applicable. You can find out more at originenergy.com.au/additionalcharges.
- **Taxes** – any taxes (including GST), duties, imposts, levies, regulated charges, costs, fees and charges that we have to pay (directly or indirectly) when we sell and supply electricity to you.

The fees described below. If these fees apply they'll be set out in your Details section or explained to you before you incur them.

- **Origin disconnection and re-connection charges** – charges that apply if we perform, or arrange, disconnection or re-connection of your Supply Address in accordance with clause 15.

- **Card payment fee** – a fee for paying by Mastercard, Visa or another payment method where we incur a merchant services fee.
- **Late payment fee** – an amount to compensate us for our costs and losses if you pay your bill (or part of your bill) after the Due Date. This fee does not apply to Small Customers in Victoria.
- **Account establishment fee** – a fee for transferring your electricity supply to us from another retailer or setting up your account with us for the first time.
- **Payment processing fee** – a fee for paying your bill over the counter in person at a third party retailer or outlet or via PostBillPay.
- **Paper bill fee** – a fee for receiving a bill in the mail.

In some circumstances you must also pay us the other amounts described below.

- Any reasonable costs that we incur for arranging network and connection services for you. We'll let you know these amounts before we arrange the services.
- If you breach this Agreement or the Regulatory Requirements, any reasonable costs we incur as a result of that breach, except where those amounts are included in one of the Charges (such as the late payment fee).
- Any fees or additional costs we incur if your payment is dishonoured or reversed.
- Any other amounts referred to in this Agreement.

9. Changes to the Charges

We may vary the amount, nature and structure of any of the Charges at any time by notice to you. For example we may vary the structure of your electricity usage charges from peak only charges to time of use charges.

The notice of variation may be by a message on your bill.

We'll notify you:

- for Small Customers in Queensland, at least 10 Business Days before the variation where the Charges are increasing; and
- other wise, as soon as practicable, but no later than your next bill after the variation.

If the Charges change during a Billing Period then we'll calculate your bill for that period on a proportionate basis and we may use average usage data over a Billing Period (or other period depending on availability of meter data) to do so.

10. Billing and payment

We'll send your bill to the address you choose. This can be an email address or other electronic address (such as on-line via a secure website). If you don't choose an address or we can't contact you at that address (eg your bill is returned to us), we may send the bill to the Supply Address and you'll be deemed to have received it.

Your energy use charges will be based on the amount of electricity you use during a Billing Period. That use will be determined by us, generally by measuring the amount of electricity used by reading the meter at your Supply Address, or by estimating your usage. If your bill is based on an estimate of your usage and we later have a measurement of your actual usage, we will adjust a subsequent bill for the difference between the estimate and your actual usage if you're a Small Customer, and may do so if you're an Other Customer.

The Billing Period will be at least every 3 months. We may change the Billing Period by notice to you.

You must pay each bill in full by the Due Date. You can pay your bill by any of the options listed on your bill.

If you can't pay by the Due Date or are experiencing financial hardship, let us know as soon as possible. We have a range of payment plans that might help. We may also be able to give you information about government support.

If you don't pay by the Due Date (unless you've requested a review of the bill) we may do one or more of the following:

- apply any Security Deposit (see clause 7 for more details);
- disconnect your electricity supply (see clause 15 for more details);
- ask a debt collection agency to obtain the payment from you;
- sell the rights to the unpaid amount to a third party who may seek to collect it from you.

We may also rely on any other rights we have under this Agreement.

If you are a Business Customer or an Other Customer we may charge you interest on a late payment to cover the costs or losses we incur as a result of the late payment, but only if we don't charge a late payment fee or we are not fully compensated for our costs and losses through the late payment fee.

If you have more than one agreement with us, we may deduct from and set-off against amounts paid or payable under this Agreement (including after this Agreement has ended), any amounts paid or payable under another of your agreements with us.

11. Reviewing your bill

Please review your bills carefully. If you believe there are any issues with a bill, such as an incorrect discount or meter type, please let us know as soon as you can. Alternatively, if you'd like us to review your bill, just ask – again, be sure to do so as soon as you can. We'll let you know the result in accordance with our standard complaints procedures (see clause 28 for more details). While your bill is being reviewed, you'll still need to pay any amount we ask you to (in accordance with the Regulatory Requirements) by the Due Date. You must also pay any future bills by the Due Date.

You can ask to have your meter tested as part of the review. We may ask you to pay the cost of the meter test before we arrange it (except for Small Customers in Victoria or Queensland). For Small Customers, if the test finds that the meter or meter data is faulty or incorrect we'll refund any amount you've paid for the test (or set this off against any outstanding amount on your bill).

If you're a Small Customer in Victoria or Queensland and the test shows the meter or meter data is not faulty or incorrect, you must pay the cost of the meter test.

If the review finds the bill is correct, you must pay the unpaid amount. If the review finds the bill is incorrect, we'll correct the bill under review.

Unless one of the exceptions below applies, if you're undercharged (which includes not being charged), you'll only have to pay the amounts that should have been charged in the nine months before we notify you of the undercharge.

The exceptions are:

- for Other Customers, in which case we can recover all amounts undercharged as long as it is not unreasonable to do so; or
- if the undercharging is because of your fault or unlawful act or omission, in which case we can recover all amounts undercharged and may also charge you interest to cover costs or losses we incur as a result of the undercharging as long as it is not prohibited by the Regulatory Requirements.

12. Your obligations

Title and risk in the electricity supplied under this Agreement will pass to you at the point of connection between the Internal Electrical System and your Supply Address. You must comply with the Regulatory Requirements that apply to you.

You must make sure:

- your name, Supply Address and contact details (including the address you choose for notices and billing) are correctly set out in the Details section;
- any other contact details you give us are correct; and
- you let us know if any information you've given us changes.

You must give us and other relevant people safe, convenient and easy access to the Supply Address and the electricity metering equipment at the Supply Address for the purpose relevant to the sale and supply of energy, including to:

- read, install, inspect, test, repair, maintain, alter or replace a meter; or
- connect, disconnect or reconnect energy supply at the Supply Address.

If you don't do so and we bill you based on an estimate of your usage, we may charge you an additional fee if you ask for a bill based on your actual usage.

You must also:

- take reasonable steps to limit any loss or damage you suffer in connection with this Agreement;
- make sure the electricity infrastructure at your Supply Address is in good condition and not damaged or interfered with in any way;

- allow only appropriately qualified and accredited people to carry out any work in connection with that electricity infrastructure;
- not tamper with or bypass your meter, or allow anyone else do to so; and
- not interfere with, disconnect, displace, remove or replace or damage the meter or the distribution system or the Internal Electrical System, or allow anyone else to do so.

You acknowledge that meter is owned by a third party (generally your Distributor, Meter Service Provider or us) and title will not pass to you at any time.

13. Digital Meters and energy supply interruption

If you have a basic meter, we may propose to replace your existing meter with a Digital Meter. If we do so, we will give you notice beforehand with the right to choose not to have your meter replaced unless:

- we are required by the Regulatory Requirements to install a Digital Meter, such as where your existing meter is faulty; or
- you have requested or agreed to the installation of a Digital Meter.

You agree that we may temporarily interrupt the supply of electricity to your Supply Address for the purpose of installation, maintenance, repair or replacement of a Digital Meter. If your electricity supply will be affected:

- if it is practicable or we're required by the Regulatory Requirements, we'll give you prior notice of this; unless
- you have notified us that life support equipment is used at your Supply Address, in which case we will discuss the interruption with you beforehand.

If you have any questions about the energy supply interruption we will respond promptly.

14. Who is involved in your electricity supply

We're an energy retailer and we also own and operate the electricity metering equipment at your Building. Where we refer to connecting your Supply Address, this means we will connect, or arrange the connection of, your Supply Address to the Internal Electrical System.

Where we refer to supplying you with electricity, this means we'll arrange for the Building Owner and your Distributor to do so. Once your Supply Address is connected, the supply of electricity to your Supply Address relies on electricity being supplied through the distribution system to the Building and through the Internal Electrical System to your Supply Address. We have no control over the physical supply of electricity.

Your Distributor and the Building Owner are responsible for the physical supply of electricity to you (including the quality and reliability of the electricity supplied) and the connection of the Building to the distribution system.

This means that:

- we're not responsible for the safety, quality, continuity or reliability of your electricity supply; and
- to the extent permitted by law, we make no promises or representations to you about these things, other than those set out in this Agreement.

The quality, continuity and reliability of your electricity supply are subject to a variety of factors. These include accidents, emergencies, weather conditions, vandalism, system demand, the technical limitations of the Internal Electrical System and the distribution system and acts of other persons (such as your Distributor or the Building Owner).

Accordingly, your electricity supply may be interrupted, disconnected, reduced or limited. Some examples of when this may occur include:

- if required by the Building Owner, Distributor or another person;
- if required by us, your Meter Service Provider, Building Owner, Distributor or another person in order to install, maintain, repair or replace a meter;
- in an emergency or for safety reasons;
- due to a failure in the equipment used to supply your electricity;
- for inspections, maintenance, or testing;
- at the direction or request of a regulatory body; or
- if there is not enough electricity available to supply to you.

We'll try to keep you informed if this happens and we will follow any notice requirements set out in the Regulatory Requirements.

You must cooperate with any reasonable requests the Building Owner or Distributor makes of you, and allow the Building Owner or Distributor to enforce its rights under the Regulatory Requirements.

15. When you could be disconnected

If you have given us up to date contact details, we'll give you notice before we disconnect you. If you're a Small Customer, we'll also follow any notice requirements set out in the Regulatory Requirements.

We may disconnect, or arrange disconnection of, your electricity supply in the following circumstances, unless we're prohibited from doing so under the Regulatory Requirements:

- if you ask us to;
- if you're a Small Customer and you fail to pay Charges or other amounts on your bill related to the sale of electricity by the Due Date;
- if you're an Other Customer and you fail to pay any Charges or other amounts on your bill by the Due Date;
- if your meter has not been able to be read for three consecutive meter readings due to a lack of access to the Supply Address;
- if you've refused to provide a Security Deposit;
- if you've used electricity at the Supply Address fraudulently, or intentionally used it contrary to energy laws;
- if you haven't agreed to an instalment plan or other payment option when we have required you to do so; or
- if you haven't paid in accordance with an agreed instalment plan or other payment option.

16. Ending this Agreement

We can end this Agreement by giving you 20 Business Days notice.

You can end this Agreement by:

- transferring your electricity supply at your Supply Address to another retailer. This Agreement will end when your Supply Address transfers to the other retailer;

- requesting us to disconnect your Supply Address. This Agreement will end 10 Business Days after disconnection;
- entering into a new agreement with us for electricity at the Supply Address. This Agreement will end when the new agreement starts; or
- in the circumstances described in clause 18 (where you move out of your Supply Address).

This Agreement will also end:

- 10 Business Days after you've been disconnected, if you don't have a right to be reconnected;
- where another person starts being supplied with electricity at the Supply Address with us or with another retailer; or
- if we're no longer entitled to sell electricity due to a Last Resort Event.

17. What happens when this Agreement ends

If this Agreement ends, we will continue to sell you electricity on the same terms as the terms of this Agreement until you enter into a new agreement with us or transfer your Supply Address to another electricity retailer.

This clause and the provisions of this Agreement about privacy, liability, notices, governing law and payment will survive this Agreement ending. This Agreement ending will not prejudice any rights, obligations or remedies that you or we have that accrued before the Agreement ends.

18. What happens if you move

If you're moving from your Supply Address, you need to give us at least 3 Business Days notice. You'll also need to give us an address where we can send your final bill. We'll arrange for your meter to be read at the time agreed with you (or as soon as possible after if your meter can't be accessed then).

If you move this Agreement will end from the date you do so. You'll need to pay us the Charges and any other amounts payable under this Agreement for the Supply Address until the later of the date you move or 3 Business Days from the date you notify us that you're moving.

If you don't tell us that you're moving or you don't provide access to your meter, you'll need to pay us the Charges and any other amounts payable under this Agreement for the Supply Address until:

- we find out that you've moved and your meter has been read;
- you tell us you're moving and your meter is read;
- the electricity supply is disconnected or transferred to another retailer; or
- we enter into a new agreement in relation to the Supply Address, whether with you or someone else.

19. Changing this Agreement

We can vary this Agreement where:

- we give you 20 Business Days notice of the variation; and
- you accept the change by not terminating the Agreement during that period.

We may also vary this Agreement by notice to you if we need to do so because the Regulatory Requirements change.

See clause 27 for details of how we'll give you notice.

20. Events beyond your or our control

In this Agreement, Force Majeure means, for an Impacted Person, any event or circumstance occurring after the Acceptance Date that:

- is not within the reasonable control of the Impacted Person;
- could not be prevented, overcome or remedied by the exercise of reasonable effort by the Impacted Person; and
- results in the Impacted Person being unable to meet or perform its obligations under this Agreement.

Notwithstanding the paragraph above, the failure or inability of the Impacted Person to pay any amount due and payable under this Agreement does not constitute Force Majeure.

The Impacted Person will be excused for not meeting or performing its obligations during the time and to the extent that Force Majeure prevents it from doing so (other than an obligation to pay money).

The Impacted Person must:

- try to remove, overcome or minimise the effects of Force Majeure as soon as it can; and

- give the other person prompt notice, including any information required by the Regulatory Requirements.

If the effects of such an event are widespread, we may give you prompt notice by making the necessary information available on a 24 hour telephone service. We'll try to do this within 30 minutes of becoming aware of the event or otherwise as soon as practicable.

21. How this Agreement works with the Regulatory Requirements

If any matter that applies to the sale of electricity to customers in an embedded electricity network is required to be included in this Agreement by a Regulatory Requirement is not expressly dealt with in this Agreement, the Regulatory Requirement is incorporated as if it were a term of this Agreement.

22. Liability

Subject to the Regulatory Requirements:

- we're not liable to you for any loss or damage in connection with or arising out of this Agreement, except for Small Customers to the extent that we cause the damage or loss because we breach this Agreement or are negligent;
- if you're an Other Customer we're not liable to you for any Excluded Loss;
- you are not liable to us for Excluded Loss, except if you are an Other Customer in which case you are liable to us for any Excluded Loss we incur or suffer pursuant to an indemnity we give your Distributor which arises from your act or omission;
- we're not liable to you for any loss or damage in connection with or arising out of any act or omission of your Distributor;
- you indemnify us if we or any third party suffer any loss or damage in connection with or arising out of your breach of this Agreement or negligence;
- you indemnify us and any third party against any liability in connection with or arising out of the use of electricity supplied under this Agreement after ownership passes to you; and

- if you are an Other Customer, you indemnify us against any liability we incur or suffer (including Excluded Loss) in connection with or arising from any act or omission by you to the extent we have indemnified your Distributor for that liability.

If you're a Small Customer or a Residential Customer, nothing in this clause 22 entitles us to recover from you an amount greater than we would otherwise have been able to recover at law.

This Agreement does not vary or exclude the operation of:

- sections 119 and 120 of the National Electricity Law;
- section 97A of the Electricity Act 1994 (QLD); or
- section 316 of the National Energy Retail Law.

23. Warranties and rights

To the extent permitted by law, the only warranties that apply to this Agreement are those that are expressly set out in the Agreement. However, you have non-excludable rights under the Australian Consumer Law.

If any part of this Agreement is unlawful, unenforceable or invalid, that part will not apply, but the rest of the Agreement will continue unchanged.

24. What laws apply

The laws of the state or territory of your Supply Address apply to this Agreement. You agree to submit to the non-exclusive jurisdiction of the courts in that state or territory.

In some areas, the Building may be located in one state but connected to a distribution system which is primarily located in another state. Where this is the case the Building, and so your Supply Address, may be treated for some or all purposes as being in the state in which the distribution system is primarily located. Please call us if this applies to you and you have any questions.

25. Your privacy

We collect, use, hold and disclose your personal, credit related and confidential information (including metering data) where it is required under the Regulatory Requirements and in order to provide you with electricity and related products. We may disclose this information to:

- our agents and contractors (such as mail houses, data processors and debt collectors);
- your Distributor; and
- other energy retailers,

for these purposes and more broadly in connection with this Agreement. We may disclose this information to our Related Bodies Corporate for any reason.

We may also collect sensitive information about you or third parties (for example if you notify us that life support equipment is used at your Supply Address).

If you don't provide this information to us, we may not be able to provide our products or services to you. Where possible, we'll collect this information from you, but we may get it from third parties (including credit reporting bodies).

We may also disclose your information to and collect your information from, information matching providers, for example to verify the information you've provided to us and confirm your identity.

If you provide us with personal information about another person (such as an additional account holder), please make sure you tell them their information has been provided to us and make them aware of the matters in this privacy statement.

Our detailed privacy and credit reporting statements are available at **www.originenergy.com.au/privacy**. Our credit reporting statement explains how we disclose credit information, how our disclosure may affect your creditworthiness and how to access, correct or complain about our treatment of your credit information. Please contact us to request a paper copy.

26. Marketing

From time to time we and our Related Bodies Corporate will let you know about other products and offers, even after this Agreement ends. If at any time you decide you don't want to receive these offers, please let us know. You can do so in My Account (our online self serve portal) or write to Origin Opt Out, Reply Paid 1199, GPO Box 1199, Adelaide, SA, 5001. We'll keep providing you with these offers until you tell us otherwise.

27. Notices

Unless the Regulatory Requirements require notice to be given in a different way, we'll give you notice in writing:

- personally;
- by post, addressed to the address you nominate. We'll consider that you've received the notice on the second Business Day after we post it;
- by e-mail if you've provided us with an email address. We'll consider that you've received the email the day after we send it to the email address you provided;
- by fax if you've provided us with a fax number. We'll consider you've received the fax when our fax machine produces a report stating the fax was sent in full;
- by a message on your bill; or
- by sending you an electronic message (eg email or SMS) letting you know that we are making a change or notifying you about something to do with your account and where you can find details of it (eg our website). We'll only do this if it's reasonable in the circumstances and not prohibited by the Regulatory Requirements.

If you do not choose an address for notices or we can't contact you at that address (eg the notice is returned to us), we may send the notice to the Supply Address and you'll be deemed to have received it.

28. Customer service and complaints

If you have an enquiry, complaint or dispute, including in relation to your bill or any marketing activity, please contact us. We'll handle your complaint and let you know the outcome of it, in accordance with our standard complaints and dispute resolution procedures which you can find at **www.originenergy.com.au**.

You can also ask us to send you a copy.

If you are not satisfied with the way your complaint has been resolved you may be entitled to contact the energy ombudsman in your state.

29. Assignment or novation

You may not assign, transfer or novate this Agreement without our consent.

Subject to the Regulatory Requirements, you agree we may:

- assign, transfer or novate this Agreement; and/or
- transfer you as a customer,

to any third party, any of our related bodies corporate or as part of the transfer of a substantial number of our customers to a third party. You'll be notified of any assignment, transfer or novation.

30. Meaning of terms in this Agreement

Acceptance Date means the date specified in the Details section, or if no date is specified, the date you sign the Details section or you accept this Agreement over the phone or on-line.

Agreement means the Details section and the Agreement Terms.

Agreement Terms means the terms and conditions in this document.

Billing Period means any period for which a bill is or may be issued.

Building means the building within which your Supply Address is situated.

Building Owner means the proprietor of the Building or the body corporate or owners corporation for the Building (as applicable).

Business Customer means a Customer who is not a Residential Customer.

Business Day means a day that is not a Saturday, Sunday or public holiday in the capital city of the State of your Supply Address.

Charges means the charges and fees described or set out in this Agreement.

Customer means a Small Customer or an Other Customer.

Details section means the document entitled Details section provided to you with these Agreement Terms, which may include a separate Price Sheet.

Distributor means the entity that is authorised or licensed to supply distribution services through the

distribution system to which the Building is connected and which is connected to the national electricity market.

Due Date means the date you must pay your bill by which is set out on the bill or such other date as we agree with you.

Excluded Loss means:

- loss of profit, revenue or anticipated savings;
- loss or denial of opportunity;
- loss of access to markets;
- damage to credit rating or goodwill;
- financing costs;
- special, incidental or punitive damages; or
- any loss or damage arising from special circumstances that are outside the ordinary course of things,

however arising in respect of any circumstances under or in relation to this Agreement, and regardless of the basis on which a claim for same is made (including negligence).

Force Majeure has the meaning given in clause 20.

Impacted Person means us or you (as the case may be), where we or you are prevented from performing an obligation under this Agreement by Force Majeure.

Internal Electrical System means the electrical infrastructure within the Building that distributes electricity through the Building and to which your Supply Address is connected, but does not include any electricity metering equipment at the Building.

Last Resort Event means an event or circumstance that triggers the operation of the retailer of last resort scheme in relation to us under the Regulatory Requirements.

National Energy Retail Law means the law applying under in:

- *South Australia*: the National Energy Retail Law (South Australia) Act 2011.
- *New South Wales*: the National Energy Retail Law (Adoption) Act 2012 (NSW).
- *Australian Capital Territory*: the National Energy Retail Law (ACT) Act 2012.
- *Queensland*: the National Energy Retail Law (Queensland) Act 2014.

National Energy Retail Rules means the rules made under the National Energy Retail Law.

Other Customer means a Customer who is not a Small Customer (see clause 2 for more details).

Price Sheet means a document that sets out the usage and supply Charges and most other Charges.

Regulatory Requirements means all relevant Acts, regulations, codes, procedures, other statutory instruments, licences, proclamations and laws applicable to the sale and supply of electricity to your Supply Address. These include the Competition and Consumer Act 2010 (Cth) and the Privacy Act 1988 (Cth) and in:

- *New South Wales, Queensland and South Australia:* the National Energy Retail Law and the National Energy Retail Rules.
- *Victoria:* the Electricity Industry Act 2000 (Vic) and the Energy Retail Code.

Related Bodies Corporate has the meaning given in the Corporations Act 2001 (Cth).

Residential Customer means a Customer who purchases electricity predominantly for personal, domestic or household use.

Security Deposit means an amount of money or other arrangement to provide security against you not paying a bill.

Small Customer means a Small Electricity Customer.

Small Electricity Customer means in:

- *New South Wales, South Australia and Queensland:* a small customer for the purposes of the National Energy Retail Law.
- *Victoria:* a relevant customer for the purposes of section 36 of the Electricity Industry Act 2000 (Vic).

Supply Address means the premises specified as the supply address in the Details section.

Supply Start Date means the supply start date set out in the Details section or otherwise notified to you.

We and **Us** means Origin Energy Electricity Ltd (ABN 33 071 052 287).

31. Interpretation

Unless otherwise stated:

- a reference to this document or another instrument includes any variation or replacement of any of them;
- the singular includes the plural and vice versa;
- a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- a person includes any type of entity or body or persons, whether or not it's incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person;
- the words "include" or "including" and any variation of those words must be read as if followed by the words "without limitation" and so, if an example is given of anything, the scope is not limited to the example; and
- headings are for convenience only and do not affect the interpretation of this Agreement.

How to contact us

Enquiries **1800 684 993**

Email **enquiry@originenergy.com.au**

Postal Address

PO Box 1199, Adelaide SA 5001

PO Box 4398, Melbourne VIC 3001

National Relay Service for
hearing impaired customers **13 36 77**

Interpreter Service **1300 137 427**

خدمة الترجمة الهاتفية للغات غير الإنكليزية.

Servicio Telefónico de Intérpretes para otros idiomas.

Per lingue oltre all'inglese contattate il Servizio d'Interpretariato Telefonico

Dịch vụ thông dịch qua điện thoại cho những ngôn ngữ khác không phải tiếng Anh.

Τηλεφωνική Υπηρεσία Διερμηνέων για άλλες γλώσσες εκτός της αγγλικής.

非英語語言電話傳譯服務。

Large Print Copy **13 24 61**

A large print copy of this document is available on request by calling us

.....

**For more information visit
originenergy.com.au
or call **1800 684 993****

.....

Origin Energy Electricity Limited ABN 33 071 052 287, Origin Energy Retail Ltd
ABN 22 078 868 425, Origin Energy (Vic) Pty Ltd ABN 11 086 013 283
Origin Energy LPG Limited ABN 77 000 508 369 and Sun Retail Pty Ltd ABN 97 078 848 549
100 Waymouth Street, Adelaide SA 5000 • Telephone 13 24 63 • Facsimile 1800 132 463
originenergy.com.au • enquiry@originenergy.com.au

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APPLICATION FOR CENTRALISED ELECTRICITY

Moving In



Phone: 1800 684 993 (9 am to 5 pm Monday to Friday) or
Fax form to: 03 8635 3012 or
Complete online at: originenergy.com.au/ceopenonline or
Email form to: eensales@originenergy.com.au

Your building has a centralised electricity system for which Origin is the retailer. This means that electricity is bought in bulk and provided to you at rates discounted from our standard prices. Plus, each property has its own electricity meter, so you're only billed for the electricity you use.

To arrange your electricity supply, please complete the online form at originenergy.com.au/ceopenonline or fill in the form below and email or fax it to us. We'll then call you back within two business days to set up your account. For more information about centralised electricity, call us on **1800 684 993**.

Some apartments may also have centralised hot water systems or gas cooktops. Check with your owners corporation or building representative if you need to arrange connection for these services. If you're not sure, just give us a call on **1800 684 993** – we're happy to help.

Meter No.

Move In Date / /

Property ☐ Owner ☐ Renter

ACCOUNT HOLDER DETAILS

Title ☐ Mr ☐ Mrs ☐ Miss ☐ Ms

First Name Surname

Date of Birth / / Driver's Licence No

Home Phone Work Phone

Mobile

Email Address

AUTHORISED CONTACT DETAILS

Title ☐ Mr ☐ Mrs ☐ Miss ☐ Ms

First Name Surname

Date of Birth / /

Home Phone Work Phone

Mobile

OR Business Name ABN

Contact Name Work Phone

SUPPLY ADDRESS

Unit/Flat No.		Street No.		Street				
Suburb				State		Postcode		
Building Name								

POSTAL ADDRESS FOR ACCOUNTS (if name as supply address, write AS ABOVE - if email, write EMAIL)

Name			
Address			
Suburb		State	

IMPORTANT INFORMATION

- Origin requires access to your meters at all times.
- Product and service offers: We are committed to providing you with a complete energy service, so we may present you with gas, green products and household or business service offers in the future (including after your Agreement with us ends). We will continue to provide you with these offers until you advise us otherwise. If you do not wish us to use, or enable our privacy compliant agents and contractors to use, your information for this purpose, please tick the box below.
☐ I do not wish to receive these offers in future.
- To find out more about how Origin collects, uses, holds and discloses your personal and credit information see our privacy and credit reporting statements at originenergy.com.au/privacy. Our credit reporting statement explains who we disclose credit information to (including service providers overseas) and how this could affect your creditworthiness, as well as how you can access, correct or complain about it. Please contact us to request a paper copy.
- This application will be based on our Embedded Networks standard offer for your region. Origin may vary the nature, amount and structure of your charges. If they do change, we'll let you know. We'll send you an agreement pack which explains the terms and conditions, your payment options, the charges and fees that apply and your 10 business day cooling off period. You can read the charges and fees when you receive the agreement pack. You can also contact the Customer Service Centre on 1800 684 993 for more information about pricing.

Signature

Date

D	D	/	M	M	/	Y	Y	Y	Y
---	---	---	---	---	---	---	---	---	---

New Connection Application for Hot Water and Cooktop



Moving In?

Phone: 1800 684 993 or Fax form to: 03 8635 3012 or
Complete online at: originenergy.com.au/hotwateraccount or
Email form to: bhwmmove@originenergy.com.au

Your building has a centralised hot water system. As arranged with the Body Corporate, each apartment is to be metered and billed separately for its own hot water usage. Some apartments may also have a gas cooktop (please indicate by ticking the appropriate box below).

If you require information about your charges for hot water and, if applicable, gas for your cooktop, please contact us on 13 24 61. These charges will also appear on your first bill.

Supply Type	<input type="checkbox"/> Hot Water	<input type="checkbox"/> Cooktop	POD ID	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Move In Date	<input type="text"/>	<input type="text"/>	/	<input type="text"/>	<input type="text"/>	/	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
	<input type="checkbox"/> Owner	<input type="checkbox"/> Renting									

ACCOUNT HOLDER DETAILS		
Title	First Name	Surname
Mr / Mrs / Miss / Ms		
Date of Birth	Email Address	Receive your accounts via email <input type="checkbox"/>
/ /		
Home Phone	Work Phone	Mobile

AUTHORISED CONTACT DETAILS		
Title	First Name	Surname
Mr / Mrs / Miss / Ms		
Date of Birth	Email Address	
/ /		
Home Phone	Work Phone	Mobile
OR Business Name	ABN	
Contact Name	Work Phone	

SUPPLY ADDRESS					
Unit/Flat No	Street Number	Street	Suburb	State	Postcode
Building Name					

POSTAL ADDRESS FOR ACCOUNTS (if same as supply address, write AS ABOVE – if email, write EMAIL)			
Name			
Address	Suburb	State	Postcode

IMPORTANT INFORMATION	
<ul style="list-style-type: none">• Origin requires access to your meters at all times• Product and service offers: We are committed to providing you with a complete energy service, so we may present you with gas, electricity, green products and household or business service offers in the future (including after your Agreement with us ends). We will continue to provide you with these offers until you advise us otherwise. If you do not wish us to use, or enable our privacy compliant agents and contractors to use, your information for this purpose, please tick the box below. <input type="checkbox"/> I do not wish to receive these offers in future.• To find out more about how Origin collects, uses, holds and discloses your personal and credit information see our privacy and credit reporting statements at originenergy.com.au/privacy. Our credit reporting statement explains who we disclose credit information to (including service providers overseas) and how this could affect your creditworthiness, as well as how you can access, correct or complain about it. Please contact us to request a paper copy.	
SIGNATURE/S - I apply to have hot water and/or gas cooktop supplied to the above supply address and agree to pay Origin for the supply of hot water and gas cooktop (if applicable).	
Signature	Date: <input type="text"/> / <input type="text"/> / <input type="text"/>

Origin Energy - Tariffs for both Embedded Electricity & Serviced Hot Water as at 29 August 2017.

Embedded Electricity - exclusive of GST

Customer Type	Standing Charges	Discount Offered	Adjusted Figure	Daily Supply Charge
Residential Customers	24.51c/kWh	3.70c/kWh	20.81c/kWh	114.19 c/Day
SME - Retail Tenancies	27.63c/kWh	4.20c/kwh	23.43c/kWh	133.49 c/Day
SME - Body Corporate (where consumption is less than 100 MWh)	27.63c/kWh	4.20c/kwh	23.43c/kWh	133.49 c/Day
Body Corporate (where consumption is in excess of 100 MWh)	27.63c/kWh	11.10c/kwh	16.53c/kWh (Bundled Charge)	133.49 c/Day

Note: Electricity tariffs are subject to adjustment due to variations in government and distributor charges, Origin Energy's charges applicable to our EN customers will generally change in accordance with the market conditions. Electricity tariffs will be reviewed, updated and communicated to customers on a 12 month cycle. All rates in the above table are EX-GST.

Serviced Hot Water - exclusive of GST

65°C Hot water tariff* per apartment (Queensland)	
Basic supply charge	31.301 cents/day
First 20 litres per day	3.139 cents per litre
Next 67 litres per day	1.654 cents per litre
Remaining litres per day	1.405 cents per litre
Minimum Charge per Quarter	\$45.55

** The hot water tariff does not include the sale of water, but rather the provision of billing of gas for the heating of water.*

These cost estimations are an indication of daily average use.

As a general rule, the expected average usage of 65°C hot water per unit is approximately 70 litres per day. Using this rate of hot water consumption, this would cost an apartment occupier around \$1.94 per day. This includes the daily service fee and GST (i.e. approximately \$709.78 per apartment per annum inclusive of GST).

PART A - STATUTORY DISCLOSURE
PROPOSED UTILITY BILLING AGREEMENT

(follows this page)



Agreement

Utility Billing Administration Services

For

The Body Corporate

For

Koko Broadbeach CTS

By

Silver Asset Services

THIS CONTRACT IS MADE ON THE _____ DAY OF _____ 20__

Between: **Silver Asset Services Pty Ltd (ABN 48 071 843 304) ("SAS")**

And: **The Body Corporate For Koko Broadbeach CTS ("The Body Corporate")**

Recitals

- a. The Body Corporate has resolved to enter into a bulk utility supply agreement. This will result in the Body Corporate either obtaining a discounted utility rate that will create savings (e.g. for electricity – the difference between a National Electricity Market tender price and standard tariff price) or recouping costs incurred by the Body Corporate in providing utility services (e.g. air conditioning, water, gas).
- b. In entering into a bulk utility supply arrangement, the Body Corporate becomes responsible for registering users, reading meters, calculating bills, issuing bills and collecting monies. This is referred to as Utilities Administration.
- c. The Body Corporate has resolved to appoint SAS as its Bulk Utility Service Administrator.
- d. SAS accepts the appointment and will carry out its duties in accordance with the terms and conditions of this contract.

Operative Provisions

1. COMMENCEMENT AND TERM OF THIS CONTRACT

- a) The Body Corporate appoints SAS for the Term as stated in Schedule 2, commencing on the Commencement Date as stated in Schedule 2.
- b) In the event that this Contract expires, and the parties have not entered into a new contract, the parties agree that SAS will continue as the Body Corporate's Bulk Utility Service Administrator on the terms and conditions of this Contract subject to the following:
 - i. SAS's engagement will be on a month-to-month basis, terminable by 30 days written notice by either party; and
 - ii. All Service fees, Additional fees and Disbursements (as adjusted) will be payable by the Unit Occupiers and the Body Corporate to SAS pursuant to Clause 2, and the amounts will be reviewed in accordance with Clause 2(c).

2. FEES AND DISBURSEMENTS

- (i) (a) The Body Corporate will pay to SAS the following fees and disbursements:
 - i. A Service Fee, as specified in Schedule 1, per utility per lot per annum, plus GST (payable one month in advance) for the work performed by SAS as specified in Clause 3; and reimbursed to the Body Corporate by the lot occupant
 - ii. A Service Fee, as specified in Schedule 1, per utility per quarter, plus GST (payable one month in advance) for the reconciliation of common area utility consumption and reporting.
- (b) The Body Corporate acknowledges that the Unit Occupiers who are consuming utilities will pay the Body Corporate who, in turn, will pay SAS the following fees and disbursements:
 - i. Additional fees and Disbursements, calculated and charged in accordance with Schedule 1 of this Contract (payable within one (1) month after the Body Corporate or Unit Occupier receives a statement of account from SAS for additional fee items as stated in Clause 3, and for work performed by SAS in addition to that specified in Clause 3; and Fees incurred by SAS for the provision of any requirement and other information pertaining to the relevant Act relating to any utility.
- (c) The Service Fee, Additional Fees, and Disbursements will be reviewed on the Review Date by agreement between the parties or, failing agreement, will be increased by whichever is the greater of the Consumer Price Index or 5%.

3. SAS's DUTIES

In consideration of receiving the Service Fees, SAS will perform the following duties:

- i. Monitor the bulk utility accounts and advise the Body Corporate in the event of a discrepancy with the published tariff or supply contract conditions.
- ii. Conduct regular and ad-hoc meter readings so as to enable preparation of utility accounts for Unit Occupiers. The Body Corporate agrees to provide SAS and its nominated subcontractors with access to the building in order to conduct these meter readings via provision of an access key at no cost. If SAS is denied access for any reason, or a meter fails, then SAS will estimate the utility usage using historical data in accordance with industry practice.
- iii. Prepare periodic utility accounts for Unit Occupiers and arrange for delivery of these accounts to each Unit Occupier's nominated address.

- iv. Receipt utility account monies from Unit Occupiers and remit these monies to the Body Corporate monthly.
- v. Collect a security deposit from each Unit Occupier in accordance with industry practice and at the direction of the Body Corporate and remit these monies monthly. This security deposit may be accessed by SAS to either recover outstanding amounts or to provide a refund to a departing Unit Occupier.
- vi. Issue a reminder notice to a Unit Occupier if a utility account is not paid within the period as stated on the tax invoice. If the utility account remains unpaid after seven (7) business days from the date of issue of the reminder notice, SAS will issue a Disconnection Warning Notice. If the utility account remains unpaid after seven (7) business days from the issuing of the Disconnection Warning Notice, SAS will disconnect the utility supply to the Unit Occupier.
 - a. In this event, the Body Corporate agrees that SAS is entitled to bill the Unit Occupier a reconnection fee, following payment of the outstanding utility account and the reinstatement of utility supply to the Unit Occupier. All fees are shown in Schedule 1.
- vii. Connect utility supply at the request of incoming Unit Occupiers who have returned the application form to SAS. The Body Corporate agrees that SAS is entitled to bill the incoming Unit Occupier an application fee.
- viii. Provide a call centre service on business days between 8.30am and 5pm.

4. BODY CORPORATE'S OBLIGATIONS

- a) The Body Corporate will provide SAS with a full list of all meters to be read, and the lot/area which is measured by each meter. This list will include the opening read for each meter which SAS will use in its calculations of the initial invoices.
- b) The Body Corporate will provide SAS with all the necessary Unit Occupier details for preparation of the utility accounts.
- c) The Body Corporate will direct the Building Manager to inform SAS of any departing unit occupier as soon as he/she receives notice or becomes aware of such departure so as to minimise the occurrence of tenants departing having used excess utility over and above that covered by their security deposit.
- d) The Body Corporate will advise SAS of the amount of the Security Deposit required, and to whom the deposit is to apply.
- e) The Body Corporate agrees to the issue of a copy of the utility accounts to SAS.

5. INSTRUCTIONS TO SAS

SAS will accept all directions or instructions from one person who shall, from time to time, be duly nominated in writing by the committee of the Body Corporate. Should there be no such nomination, instructions shall be accepted from the Chairperson of the Body Corporate only.

6. BODY CORPORATE BANK ACCOUNTS

- a) SAS is authorised to nominate a Bank within which the Unit Occupier's utility account funds will be placed.
- b) The Body Corporate authorises SAS to operate a Bank Account at the nominated Bank, in the sole name of the Body Corporate.

7. TERMINATION OF THIS CONTRACT

- a) Either party may, without prejudice to any other rights it may have, terminate this contract upon the happening of any of the events referred to in the section of the regulation module applicable to the termination of Body Corporate service contracts.
- b) SAS may terminate this contract without prejudice to any other rights it may have, by giving the Body Corporate thirty (30) days written termination notice.
- c) On termination of this contract, SAS will deliver the following records to the Body Corporate representative, nominated pursuant to Clause 5, within thirty (30) days of the termination date.
 - i. Financials (i.e. Balance Sheet)
 - ii. Bank reconciliation report
 - iii. Bank statement for last month
 - iv. Current Aged Balance list
 - v. Final Aged Balance list
 - vi. Security Deposit report
 - vii. Current debtors listing

8. AUTHORITY TO PAY

SAS is authorised to disburse available Unit Occupier utility account funds for the purpose of:

- (ii) Carrying out its Bulk Utility Service Contractor duties specified herein or as otherwise directed by the Body Corporate from time to time.

- (iii) Covering additional fees incurred in accordance with Schedule 1.

9. CLAIMS AGAINST THE BODY CORPORATE

- a) SAS is not responsible for loss or damage, monetary or otherwise, suffered by the Body Corporate, a Unit Occupier or any other person or entity as a result of SAS's conduct in performance of its agreed services, additional services or in the exercise of its delegated powers, in accordance with this contract.
- b) The Body Corporate indemnifies and holds indemnified SAS from and against all actions, claims, demands, losses, costs, damages and expenses (including and without limitation reasonable legal costs on a solicitor and own client basis) properly incurred by SAS in carrying out its duties and obligations hereunder or as instructed by the Body Corporate from time to time.
- c) SAS is not responsible for any loss or damage suffered because the Body Corporate has insufficient funds or facilities to allow SAS to carry out the functions required under this contract.

10. LIMITATION OF CLAIMS AGAINST SAS

- a) SAS is not responsible for any loss or damage, monetary or otherwise, suffered by the Body Corporate, a Unit Occupier or any other person or entity as a result of any act omission or default of the Local Network Service Provider, the National Electricity Market Meter Provider, the Meter Data Agent or the Utility Retailer.
- b) All responsibility for the quality and reliability of supply of the utility energy to the Scheme property lies with the Local Network Service Provider, and SAS accepts no responsibility in this regard.

11. DISCLOSURE

SAS is a company that is part of the SSKB group of companies. The relationship between these entities is disclosed for the purposes of the relevant Module under the BCCMA.

12. GOVERNING LAW AND JURISDICTION

This Contract shall be governed by, and construed in accordance with, the laws of the relevant State, and the parties hereby irrevocably submit to the non-exclusive jurisdiction of the Courts of the relevant State with respect to all matters arising under or relating to this Contract.

13. INTERPRETATION

In this Contract, unless the context otherwise requires:

- i. Words importing the singular or plural number shall include the plural or singular number respectively;
- ii. Words importing any gender shall include any other gender;
- iii. If any party to this Contract consists of more than one person, any reference to the party in this Contract shall be a reference to any two or more of them jointly and to each of them severally, and any rights and obligations of the party under this Contract shall be construed accordingly;
- iv. A reference to any statute, or to statutes generally, shall include a reference to the statute (whether Federal, State or of a Territory and whether in force on or at any time after the date of this Contract) as re-enacted, extended, consolidated, replaced or amended from time to time and all ordinances, regulations, by-laws or rules made under or pursuant thereto;
- v. Headings have been inserted for guidance only and shall not be deemed to form any part of the context;
- vi. Any reference to a clause, schedule or annexure shall be a reference to a clause, schedule or annexure of this Contract; and
- vii. If any act is due to be performed on a day which is not a business day, the act shall be performed on the first business day after that day.

14. ENTIRE AGREEMENT

This Contract is the entire agreement between the parties, and no reliance is made by either party on any other communications between the parties relating to the subject matter of this Contract, whether written or oral.

15. SERVICE OF NOTICES

- (a) Method of Service. Any notice, demand, consent or other communication (in this clause called “a notice”) required to be given or made under or pursuant to this Contract shall be deemed to have been duly given or made if it is:
 - (i) Delivered personally to the relevant person;

- (ii) left at, or sent by prepaid post to, the relevant person at the usual place of abode or business or registered office of the relevant person last known to the person giving the notice;
- (iii) Sent by facsimile transmission to the facsimile number of the relevant person last known to the person giving the notice; or
- (iv) Sent by email to the email address of the relevant person last known to the person giving the notice.

(b) Receipt of Notice. Any notice shall be deemed to have been received if sent by:

- (i) post, on the day when it would have been delivered in the ordinary course of post;
- (ii) facsimile transmission, upon the day of sending; or
- (iii) Email, upon the day of sending.

16. SEVERANCE

If any part of this Contract is void, that part shall be severed without affecting the enforceability of the remaining provisions of this Contract.

17. DICTIONARY

The following words have the following nominated meanings in this Contract.

“disbursement” means out of pocket expenses incurred by **SAS**

“GST” means Goods and Services Tax

“Lot” means either a registered Lot or a Billed Entity where a Lot has been subdivided.

“the BCCMA” means Body Corporate and Community Management Act 1997

“the Bulk Utility Service Contractor” means: **SAS**

“the terms of appointment” means the terms and conditions of this contract

“Unit Occupier” means the person residing in each individual lot of the Body Corporate (the Unit Occupier is generally the receiver of the utility service)

“Utility” means a service provided by the Body Corporate such as, but not limited to:

electricity, chilled water, hot water, domestic water, gas or any other nominated service provided

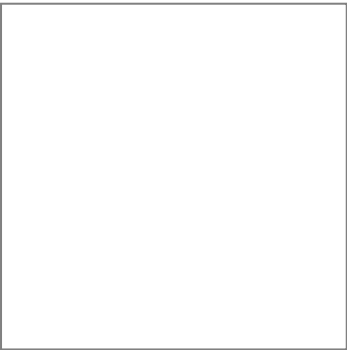
18. TAX INVOICE

This agreement constitutes a tax invoice.

IN WITNESS WHEREOF the parties have hereunto set their hands and affixed their seals.

THE COMMON SEAL OF
THE BODY CORPORATE FOR
Koko Broadbeach CTS

SILVER ASSET SERVICES PTY LTD
ABN 48 071 843 304
BY ITS AUTHORISED SIGNATORIES



.....

Signature

.....

Signature

.....

Signature

.....

Signature

*was hereunto affixed pursuant to
a resolution of the Body Corporate*

Schedule One

SERVICE FEES (PLUS GST)

SERVICE FEES

For one utility billed monthly with paperless billing – \$105 per lot per annum

ADDITIONAL FEES AND DISBURSEMENTS (PLUS GST)

These are fees payable for services other than those specified in Clause 4

ACCOUNTS

Final Read Fee - \$15.00 (Payable by Occupier)

FIELD SERVICES

Disconnection / Reconnection – On application

METER SERVICES

Meter reading investigation – on application

Additional meter reads – on application / per meter per read

Meter lease charges – as per separate meter lease or rental agreement (if applicable)

(Please note: These additional fees are current as at the date of the commencement of the contract. These will be reviewed annually, and revised fees notified on the Silver Asset Services website).

**Other unspecified items or duties as performed
from time to time by SAS at the cost nominated by SAS at that time**

Schedule Two

CONTRACT TERM AND COMMENCEMENT DATE

Term of Contract: 1 Year

Commencement Date:

Review dates: Anniversary of commencement date

Billing Period:

Quarterly

UTILITIES

Cold Water

This Form Authorises Silver Asset Services to Act on Behalf of The

Customer Below For The Purposes Of:

The issue of a certificate of contestability

☐

Twelve month summary of billing history

☐

Copy of relevant network charges

☐

All matters relating to their electricity supply

☐

Customer Name

The Body Corporate/Owners Corporation for:

.....

Customer's Authorised Signatory

Name:

Signature:

BC/OC committee position:

Date:

Account Details

Supplier:

Customer number:

Account number:

NMI:

Account name:

Service address:

..... Post Code:

PART A - STATUTORY DISCLOSURE

PROPOSED ALARM AGREEMENT

(follows this page)



QUEENSLAND GOVERNMENT

Queensland Fire & Emergency Service

Premises Owner Name:				
ACN or ABN:				FCA:
Premises Owner Registered Address:	Street Number:		Street Name:	
	Suburb:		Post Code:	
Premises Name (if any):				
Premises Address:	Street Number:		Street Name:	
	Suburb:		Post Code:	
Real Property Description	Lot and Plan Number		OR	Title Reference: _____

**Alarm Management Agreement between the Premises Owner AND:
The State of Queensland acting through Public Safety Business Agency
(Queensland Fire and Emergency Service) [ABN: 93 035 163 778]**

Executed as an Agreement

On behalf of the 'Premises Owner'

SIGNED by:
Signature

Dated: / /

Full Name of Signatory (Please Print in Block Letters)

Position of Signatory (Premises Owner/Director/Trustee)*

Contact phone number of Signatory

By signing this form the signatory confirms that they are authorised to sign this Agreement on behalf of the Premises Owner.

*Where the Premises Owner is a company the signatory is to be a duly authorised director of the Company. Where the Premises Owner is a Trust, the signatory is to be the Trustee/s of the Trust and a copy of the relevant Trust Deed is to be attached to this Agreement. If the Company (or corporate Trustee) has more than one director, all directors must be signatories.

External Alarm Installation Contractors engaged by the Premises Owner to install the Monitored Equipment or ASE are not authorised to sign this form.

Privacy Notice: The personal information you provide will only be used for the purpose of executing this agreement. It will only be disclosed to authorised persons or where disclosure is required to fulfil statutory, administrative or other public responsibilities.

On behalf of the State of Queensland acting through **Public Safety Business Agency**
(Queensland Fire and Emergency Service)

SIGNED by:
Signature

Dated: / /

Full Name of Signatory

Position of Signatory

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In the Agreement:

'Act' means the Fire and Emergency Service Act 1990;

'Agreement' means this Agreement and includes any schedules and attachments to this Agreement;

'Alarm Activation' means the alarm signal is transmitted by a single ASE device connected to FireNet irrespective of the location of the Monitored Equipment, its panels and sensors;

'Alarm Management Plan' means a plan developed by the Premises Owner and the QFES that in the event of technical failure of the Monitored Equipment which prescribes the method and timeline for the Monitored Equipment to be repaired and recommissioned; and the procedures to protect occupants;

'Alarm Status' means the Monitored Equipment has detected any of the following:

- i. An alarm requiring a response by the QFES;
- ii. A fault and the Monitored Equipment is not capable of operating as designed and installed;
- iii. A normal system status;
- iv. An isolated system and/or zone, actioned by the Premises Owner, which temporarily ceases transmitting alarm monitoring signals;
- v. A tamper alert; or
- vi. An alarm testing signal actioned by the Premises Owner;

'Application of Transfer Form' means the QFES Form OM 030;

'Application for Disconnection' means the QFES Form OM 031;

'AS' means Australian Standards published by Standards Australia, as amended from time to time;

'ASE' means the Alarm Signalling Equipment connected to the Monitored Equipment that signals to FireNET a change in Alarm Status;

'BCA' means the Building Code of Australia as amended from time to time;

'Commissioner' means the QFES Commissioner and his or her delegate;

'Commencement Date' means either (i) the date when the ASE is installed, tested successfully and commissioned to FireNET; or (ii) the date which this agreement is executed; whichever is the earlier;

'Connection Charge' is the fee specified in Schedule 1 varied as notified by the QFES from time to time;

'Data Link' means a telecommunication line or other non-standard communication method available such as a Mobile Telephony Link or Ethernet;

'Disconnection Approval Date' means the date that the Commissioner approves an Application for Disconnection from FireNET in accordance with Clause 8 of this Agreement;

'Equipment' means ASE device, internal antennae, PSTN line, Next G Data Path, limited consumables, End of Line Resistors and Ethernet (where applicable);

'Expiry Date' means 08 July 2017;

'FCA' means FireCom Alarm which is a unique numerical identifier used in reference to ASE/s at a Premises;

'FireNET' means the QFES Alarm Infrastructure designed to transmit and receive signals of changes in Alarm Activation State from the Monitored Equipment installed at Protected Premises;

'Full Isolate' means that any Alarm Status registered at FireNET will not result in an automatic response by the QFES;

'Keys' means all keys, swipe cards, security codes/passwords and any other item or information required to enable entry to all parts of the Protected Premises;

'Mobile Telephony Link' means a connection to FireNET utilising mobile communication technologies, to provide a communication path through the use of a carrier service provider's mobile network;

'Monitored Equipment' means the controlling and ancillary alarm transmission equipment installed at a Protected Premises in accordance with the AS or any relevant successor standard;

'PSTN' means Public Switching Telephone Network;

'Premises Owner' means the registered proprietor of the Protected Premises being connected to FireNET;

'Party' means the Premises Owner or the QFES;

'Protected Premises' means a building or part of a building that is:

- i. Fitted with one or more ASE; and
- ii. Physically separate from other buildings at a given location (provided that, in determining whether or not a building is physically separate, common walls, walk ways and service tunnels shall be ignored);

‘QFES’ means the Queensland Fire and Emergency Service;

‘QFES Contractors’ means persons contracted by the QFES to provide products and /or services under this Agreement;

‘Request for Lodgement of Keys’ is the QFES Premises Visit, Contact Details, Key Lodgement Form OM 029;

‘Schedule 1’ means the fee schedule supplied by the QFES varied or substituted from time to time;

‘Specifications’ means the minimum functions required of an ASE set out in the AS and the relevant Acts, Codes and Regulations;

‘Term’ means the period from the Commencement Date to the date that this Agreement terminates or expires in accordance with clause 2; and

‘Unwanted Alarm’ means the activation of a fire alarm system where, after investigation by the QFES, it is deemed the condition or situation would not have resulted in any danger to the Premises and/or occupants from fire.

1.2 Interpretation

In this Agreement:

- (a) A reference to any specified provision of this Agreement shall be construed as a reference to that provision as amended, varied or substituted from time to time;
- (b) Words importing the singular shall include the plural and vice versa; words importing a gender shall include each other gender; a reference to a person shall include a reference to an individual, firm, body corporate, association, government or governmental or local authority;
- (c) A reference to any legislation or to any provision of any legislation includes any modification or re-enactment of it, any legislative provision substituted for it and all regulations and statutory instruments issued under it; and
- (d) The headings have been inserted for convenience only and do not affect interpretation.

2 TERM

2.1 Term

- (a) This Agreement commences on the Commencement Date and continues in force until the earlier of:
 - i. The Expiry Date (at which time the Premises Owner is to enter into a new Agreement should they still Own the Protected Premises to which this Agreement relates); or
 - ii. The Commissioner approves an Application for Disconnection in accordance with Clause 8; or

- iii. The Premises Owner ceases to be the owner of the Protected Premises and lodges a completed Application for Transfer Form with QFES signed by both the Premises Owner and the incoming Premises Owner (subject to the terms of Clause 9 below); or
- iv. The Agreement is terminated by the QFES on three (3) months written notice; or
- v. The Agreement is terminated by the QFES in accordance with Clause 10.

3 EQUIPMENT

3.1 Equipment provided by the QFES

- (a) The QFES will ensure that the Equipment is installed and maintained (maintenance is limited to warranty services) at QFES' cost. The Premises Owner acknowledges that the QFES may use the QFES Contractors to provide products and services under this Agreement, including all installation and maintenance (warranty services).
- (b) The QFES remains the owner of the Equipment at all times.
- (c) The Premises Owner acknowledges and agrees that any service calls that are not covered by warranty are payable by the Premises Owner and QFES will invoice the Premises Owner accordingly.
- (d) In the event that the Equipment installed at the Protected Premises (including any ASE) is damaged (except where such damage is caused by the acts or omissions of the QFES or QFES Contractors), the Premises Owner will be liable for any cost incurred by the QFES for the repair or replacement of the damaged Equipment.
- (e) Contractors who work on the Equipment must be authorised QFES Contractors otherwise all warranties associated with the Equipment may be voided.

3.2 Communication Services

- (a) The QFES will use reasonable endeavours to provide a Data Link that shall serve as a telemetry link to FireNET. The PSTN service will connect between the Premises' telephony Point of Connection and FireNET only.
- (b) The Premises Owner agrees that:
 - (i) the cabling required between the Point of Connection and the Monitored Equipment remains the responsibility of the Premises Owner; and
 - (ii) it must provide all required cabling in compliance with AS from the Point of Connection to the Monitored Equipment.
- (c) The Premises Owner acknowledges that the QFES will use reasonable endeavours to ensure the PSTN service referred to in clause 3.2(a) is maintained by a QFES Contractor.
- (d) The Premises Owner acknowledges that QFES will use reasonable endeavours to ensure the Mobile Telephony Link is provided and agrees that the QFES is not liable for any outages to the Mobile Telephony Link.

3.3 Premises Owner's equipment

- (a) The Premises Owner must, at its own cost, acquire and maintain its own Monitored Equipment, fire detection system, communications equipment and all required hardware and software in good working order in accordance with the provisions of the BCA and all relevant AS, Codes, Acts and Regulations.
- (b) The Premises Owner may, at the sole and absolute discretion of QFES and at the Premises Owner's cost, be required to install additional equipment or provide any necessary infrastructure required for the commissioning of an ASE device.
- (c) The Premises Owner must ensure that the Monitored Equipment complies with all applicable laws, regulations, codes and standards and/or fire engineered solutions, and all requirements of a relevant local government authority.
- (d) Where the QFES becomes aware of a fault in the Monitored Equipment, the QFES may advise the Premises Owner, any emergency contact persons (including the Premises Owner's alarm contractor), of the existence of a fault in the Monitored Equipment at the Protected Premises. The Premises Owner will bear the onus to have the Monitored Equipment maintained and/or repaired at the Premises Owner's expense.

3.4 Severe Weather

- (a) In the event of severe weather occurrences (limited to flooding or cyclone) causing irreparable damage to the ASE such that the device needs to be replaced, the QFES will at its sole and absolute discretion replace its Equipment as referred to in clause 3.1 at its own cost.
- (b) For the avoidance of doubt, replacement or repairs to the Premises Owner's cabling and related equipment as referred to in clause 3.2(b) to which damage is caused by the above weather occurrences will be at the Premises Owner's cost

4 ACCESS TO PROTECTED PREMISES

- (a) The Premises Owner grants to the QFES and the QFES Contractors a licence (for the duration of the Term) to enter the Protected Premises for purposes associated with this Agreement.
- (b) The Premises Owner must provide the QFES with the Keys and a completed and signed Request for Lodgement of Keys prior to the alarm being connected.
- (c) The Premises Owner will contact the station nominated by the QFES to arrange a mutually convenient time for the handover of the Keys, to be conducted at the Protected Premises.
- (d) In the event of conditions of access to a Protected Premises changing (e.g. locks or security codes for entry changing), the Premises Owner must immediately notify the QFES of the change and provide alternative Keys to the Protected Premises and a new Request for Lodgement of Keys.
- (e) The Premises Owner acknowledges that the QFES is not liable for any damage caused to a Protected Premises as a result of reasonable actions taken by the QFES to gain entry to a Protected Premises, whether or not having access to current Keys, where it is deemed by the Commissioner that a necessary action is required to protect the safety of the Protected Premises and its occupants

(including in the event of an Alarm Activation), except where such entry is negligent or a wilful act or omission on the part of the QFES.

- (f) Where the owner does not agree to provide QFES with the Keys and does not submit a completed Request for Lodgement of Keys and does not handover the Keys, the Premises Owner:
- i. acknowledges that QFES strongly recommends that the Premises Owner provide the responding Fire Station with all Keys as may be required to enable access to the Protected Premises;
 - ii. agrees that, despite clause 4 (f) (i), where the Premises Owner will not provide Keys to the Protected Premises, the QFES may, where required, force entry to the Protected Premises to respond to an Alarm Activation pursuant to the Act; and
 - iii. the Premises Owner indemnifies and releases the QFES and its Officers, Servants and Agents from and against all actions which may be brought or made against any of them by any person, including the Premises Owner, arising from the QFES attending an Alarm Activation at the Protected Premises, including any loss or damage caused due to the QFES having to force entry to the Protected Premises in accordance with clause 4(f)(ii).

5 ALARM MONITORING

- (a) In the event of an Alarm Activation, where the Monitoring Centre has not been advised of an alarm test or fault or that the ASE has been taken into Full Isolate or where a fault is signalled:
- i. The QFES will, where appropriate, despatch emergency fire crew(s) to attend to the Protected Premises;
 - ii. The Premises Owner acknowledges that once an emergency fire crew has been dispatched in accordance with Clause 5 (a) (i) above, it cannot be cancelled and/or stopped from attending to the Protected Premises;
 - iii. The Premises Owner agrees that it will not, nor will its employees, agents or contractors, reset or isolate the Monitored Equipment or ASE prior to the arrival at the Protected Premises and investigation by the QFES;
 - iv. The Premises Owner acknowledges that failure to comply with clause 5(a)(ii) may constitute an offence under section 150A of the Act; and
 - v. The Premises Owner will be liable for any charges imposed by the QFES for attendance at unwanted alarms in accordance with section 128F(2) of the Act.
- (b) In the event no obvious cause for the Alarm Activation can be identified and where an Agreed Safety Plan has not been submitted and authorised:
- i. The QFES may temporarily isolate the Monitored Equipment;
 - ii. The Premises Owner will have a service technician inspect the Monitored Equipment:
 - A. Within four (4) hours for an accommodation Premises; or
 - B. Within twenty-four (24) hours for other building types;
- and will advise the QFES when the Monitored Equipment has been returned to normal status; and

- iii. The Premises Owner will promptly take all necessary action to correct all faults in the Monitored Equipment and associated equipment so as to prevent the reoccurrence of the fault/s.
- (c) The QFES will not be liable for any losses or damage caused as a result of the isolation of the Monitored Equipment or isolated zone within the Monitored Equipment except where such loss or damage is the result of a negligent or a wilful act or omission on the part of the QFES.
- (d) Full Isolate
 - i. The Premises Owner acknowledges that the intended purpose of Alarm Monitoring is to provide notification to QFES of an Alarm Status; and that the prescription of Alarm Monitoring is pursuant to the building legislation applicable at the time of the construction of the premises. The Premises Owner further acknowledges that a Full Isolate condition will negate Alarm Monitoring by QFES and means that the prescribed service is not being supplied as required. Accordingly, the Premises Owner acknowledges that they are required to advise QFES if a Full Isolate condition will occur for a period of more than twelve (12) hours.
 - ii. The Premises Owner acknowledges that, if in the sole opinion of the Commissioner, additional measures are required to be taken to ensure the safety of the premises and its occupants, then the Premises Owner bears the onus to see to the implementation of these measures at the cost of the Premises Owner. Such measures are to be implemented within a timeframe to be agreed by the Commissioner.
 - iii. The Premises Owner acknowledges that Full Isolation without first seeking approval from the QFES may result in a breach of section 104D of the Act.

6 FEES

- (a) The Premises Owner will pay to the QFES the fees and charges prescribed or fixed pursuant to section 128C(2) of the Act for the identified services, by a payment method accepted by the QFES.
- (b) All fees are due and payable fourteen (14) days from the date an invoice is issued by the QFES.
- (c) Where the fees and charges referred to in section 6(a) change, the QFES must give notice in writing to the Premises Owner of any such change.
- (d) A breach of clause 6(c) does not invalidate a change in the fees or charges payable under this Agreement.
- (e) Amounts owed under this Agreement as at the date of any termination or assignment of this Agreement remain payable in full by the Premises Owner named in this Agreement.

7 RETURN OF EQUIPMENT

- (a) Upon approved disconnection from FireNET pursuant to Clause 8 of this Agreement, the Premises Owner must ensure all Equipment is returned to the QFES in good working order, fair wear and tear excepted.

- (b) The Premises Owner agrees that it will be liable for the cost of any Equipment which is not returned or where returned is not in good working order, fair wear and tear excepted.

8 DISCONNECTION FROM FIRENET

- (a) If a Premises Owner no longer requires the monitoring of the Monitored Equipment at the Protected Premises, the Premises Owner:
 - i. May, at the sole and absolute discretion of the QFES, be required to engage (at the Premises Owner's cost) a qualified building certifier to assess the request to disconnect the monitored alarm and compliance with the BCA; and
 - ii. Must lodge a completed Application for Disconnection with the QFES and remit the specified fee.
- (b) If, in the sole opinion of the Commissioner, an Application for Disconnection fails to comply with the requirements of the BCA, all relevant AS and fire engineered solutions that require the Protected Premises to have a monitored fire alarm, the QFES may object to an Application to Disconnect and refer the matter to the relevant statutory authority.
- (c) Until the Commissioner approves an Application for Disconnection or this Agreement otherwise terminates, the Premises Owner must comply with the terms of this Agreement (including the payment of all fees and charges in relation to the connection and monitoring of the Protected Premises).
- (d) Upon approval from the Commissioner, the Premises Owner must arrange for an appropriate Contractor to remove all Equipment from the Protected Premises. In the event the Premises Owner wishes to engage a QFES contractor to undertake these works, this will be at the Premises Owner's expense as per schedule 1. Additionally, The Premises Owner must allow the QFES or the QFES Contractor access to the Protected Premises to remove all Equipment.

9 TRANSFER OF PREMISES OWNERSHIP

- (a) If the ownership of the Protected Premises changes, the Premises Owner must provide the QFES with a completed Application for Transfer Form within 28 days from the date of transfer of ownership of the Protected Premises and ensure QFES has received the specified fee.
- (b) The Application for Transfer Form must be signed by both the Premises Owner and the new Premises Owner.
- (c) The QFES will not refund any fees paid in advance by the Premises Owner under this Agreement and the Premises Owner remains liable under this Agreement until such time as the Application of Transfer Form is approved by the QFES and all monies payable under this agreement by the Premises Owner have been paid in full.
- (d) This Agreement may not be assigned except in accordance with clause 9(a).

- (e) The Premises Owner acknowledges that it remains liable for all fees and other amounts payable under this agreement (including charges for Unwanted Alarms occurring after the Transfer of the ownership of the Protected Premises') if it fails to comply with clause 9 (a) in the event of a change of ownership of the Protected Premises.
- (f) Clause 9(g) and 9(h) only applies if:
 - i. The Protected Premises is yet to be constructed or is in the process of being constructed; and
 - ii. The Premises Owner intends or has contracted to sell the Protected Premises upon completion of construction.
- (g) The Premises Owner must:
 - i. On or before execution of this Agreement, provide the QFES with the proposed date for completion of construction of the Protected Premises ("Construction Completion Date");
 - ii. Notify the QFES within seven (7) days of any change to the Construction Completion Date; and
 - iii. Except where the Protected Premises will be subject to a community titles scheme (in which case clause 9(h) applies), provide the QFES with the details (including name, address, phone number and name of representing agent (if any)) of the buyer of the Protected Premises within seven (7) days of the date of this Agreement or the date that the Premises Owner enters into a contract to sell the Protected Premises (whichever is the later).
- (h) Where the Protected Premises will be subject to a Community Titles Scheme (CTS) or Building Unit Plan (BUP), the Premises Owner must in addition to the requirements of clause 9(g):
 - i. Within seven (7) days of the body corporate of the CTS or BUP being formed, provide the QFES with the name and contact details of the body corporate, including details of any manager or agent proposed to be appointed by the body corporate to act on its behalf in relation to this Agreement; and
 - ii. Cause the body corporate of the CTS or BUP to approve the assignment of this Agreement and to sign (or to authorise its agent to sign) the Application for Transfer form at the first meeting of the body corporate such that the Body Corporate is bound by the terms of this Agreement.

10 DEFAULT TERMINATION

- (a) Without limitation, the Premises Owner shall be in default of this Agreement if:
 - i. It fails to pay any moneys payable by it under the Agreement within 30 days of the due date for payment; or
 - ii. It is in default in performing any other obligation under the Agreement, and does not remedy that default within seven (7) days of being required to do so by notice in writing given to it by the QFES.

- (b) Where the Premises Owner is in default of this Agreement under Clause 10(a) or otherwise, the QFES may terminate this Agreement on seven (7) days written notice to the Premises Owner.
- (c) If this Agreement is terminated the Protected Premises will be deemed to be unmonitored and the QFES may, without prejudice to any other rights or remedies of the QFES, seek an injunction under section 104R of the Act to prevent occupation of the building as prescribed by the BCA.
- (d) Notwithstanding the termination of the Agreement in accordance with Clause 10 (b), the Premises Owner remains liable for any and all monies due and payable under this Agreement together with any legal and/or associated costs incurred by the QFES in the recovery of the monies payable by the Premises Owner.

11 GUARANTEE AND INDEMNITY

Where the Premises Owner is a company or a trustee of a trust, the Guarantee and Indemnity form at Annexure A is to be completed and signed by the directors of the company and/or the trustee/s of the trust as the case may be. For clarity, where the Premises Owner is a corporate trustee of a trust, the directors of the corporate trustee must complete and sign the form referred to above.

12 INFORMATION

The Premises Owner must notify the QFES of any changes to any information contained in the Agreement within seven (7) days of becoming aware of any such changes.

13 NO WAIVER

No failure to exercise and no delay in exercising, any right, power or remedy under the Agreement will operate as a waiver, nor will any single or partial exercise of any right, power or remedy preclude any other or further exercise of that or any other power, right or remedy by the QFES.

14 SEVERANCE

Any provision of the Agreement, which is prohibited or unenforceable in any jurisdiction, will be severed from the Agreement and as such ineffective in that jurisdiction to the extent of the prohibition or unenforceability. Such severance will not invalidate the remaining provisions of the Agreement nor affect the validity or enforceability of that provision in any other jurisdiction.

15 ENTIRE AGREEMENT

The Agreement contains all of the contractual arrangements of the parties regarding the transactions to which it relates. It supersedes all earlier communications, negotiations, arrangements, conduct and Agreements, whether oral or written, by and between the parties in connection with those transactions.

16 AMENDMENT

The QFES reserves the right to amend the terms and conditions contained in this Agreement from time to time and will provide 28 days prior notice in writing, via email

or post. The Premises Owner acknowledges QFES' right to alter the Agreement and further acknowledges that updated editions will supersede the current Agreement.

17 GOVERNING LAW

The Agreement is governed by the laws of the State of Queensland. The Parties submit to the non-exclusive jurisdiction of the Courts exercising jurisdiction in that State.

PART A - STATUTORY DISCLOSURE

PRODUCT DISCLOSURE STATEMENT

(follows this page)

Promoter Product Disclosure Statement

KOKO BROADBEACH

Dated: 29 August 2017

PROMINENT STATEMENT

INDEPENDENT ADVICE RECOMMENDATION

This PDS does not constitute financial product, legal or personalised tax advice. This PDS does not take into account the investment objectives, financial situation or particular needs of the Buyer. The Buyer should consider whether to consult:

- (a) an investment adviser who is either a financial services licensee or an authorised representative of a financial services licensee;
- (b) a taxation adviser; and/or
- (c) a lawyer,

before making a decision to become a member of the Scheme and also before signing any contract to buy an apartment in **KOKO BROADBEACH** on the basis that the Buyer will become a member.

This document should be read in its entirety before making a decision to acquire the Unit.

PROMINENT STATEMENT

PRODUCT DISCLOSURE STATEMENT CONSISTING OF 2 OR MORE SEPARATE DOCUMENTS

This PDS consists of a number of separate documents which are contained in the Disclosure Documents as follows:

- (a) This PDS document;
- (b) Proposed Community Management Statement; and
- (c) Proposed Management Engagement & Letting Authorisation Agreement.

KOKO BROADBEACH

1. KOKO BROADBEACH

The Development is situated at 12 - 14 Elizabeth Avenue, Broadbeach QLD 4218.

The Development will consist of approximately 90 to 110 apartments in a community titles scheme. The number of apartments in the Development may change. There will be a ground floor retail, but it is not part of the community titles scheme.

Each of the apartments may be lawfully used as a separate dwelling unit or accommodation unit and there are no restrictions on who may occupy a dwelling or accommodation unit in the Development.

2. ABOUT THIS PRODUCT DISCLOSURE STATEMENT (PDS)

The information contained in this PDS must be given to the Buyer before the Buyer enters into the Contract.

This document is a PDS for the purposes of the *Corporations Act*. This PDS is dated on the front of this document.

The ASIC takes no responsibility for the contents of this PDS. Interests in the Scheme are only being offered to Buyers of apartments. No person is authorised to give any information or to make any representation in connection with the offer which is not contained in this PDS. Any information or representation not so contained may not be relied on as having been authorised by the Seller in connection with this offer. The Seller reserves the right to reject any application to become a member of the Scheme.

The Scheme will not be a registered scheme as the Seller and the Letting Agent will be complying with the conditions of relief provided under relevant ASIC policy, class orders and possibly other exemptions.

The identity of the Letting Agent is not known at the time of giving this PDS. The Letting Agent is therefore not knowingly concerned in the offer or invitation made to the Buyer. The information contained in this PDS is given by the Seller only.

3. NAMES AND CONTACT DETAILS

The Seller's name and contact details are:

Name: **MPG ELSTON PTY LIMITED ACN 606 476 868**
Address: Unit 9, 2431 Gold Coast Highway, Mermaid Beach QLD 4218
Phone No: (07) 5570 9666

The identity of the Letting Agent is not known. The identity of the Letting Agent will be determined by the Seller in the future and may (but is not required to be) an entity related to the Seller.

4. SIGNIFICANT BENEFITS TO WHICH THE BUYER MAY OR WILL BECOME ENTITLED, THE CIRCUMSTANCES IN WHICH AND TIMES AT WHICH THOSE BENEFITS WILL OR MAY BE PROVIDED, AND THE WAY IN WHICH THOSE BENEFITS WILL OR MAY BE PROVIDED.

The Buyer, following settlement of the Contract, may elect to:

- (a) live in the Unit;
- (b) use an off-site letting agent to manage the letting of the Unit; or
- (c) appoint the Letting Agent to manage the letting of the Unit.

Appointing the Letting Agent to manage the letting of the Unit will be entirely voluntary for the Buyer.

The Buyer will be given the opportunity at or prior to settlement of the Contract by the Letting Agent to appoint, under an Appointment, the Letting Agent to manage the letting of the Unit for the purposes of earning rental income.

The terms of the Appointment may be negotiated between the Buyer and the Letting Agent.

However, it is anticipated that the Appointment will provide that:

- (a) the Letting Agent will provide the following services:
 - (i) leasing, renting or letting of the Unit;
 - (ii) collection of rent or other income; and
 - (iii) possibly other property management services.
- (b) the Letting Agent will manage the day to day repair and maintenance of the Unit; and
- (c) the Letting Agent will distribute to the Buyer or the Buyer will receive the rental or other income derived from letting out the Unit, less fees and expenses with respect to the management of the Scheme which will be in the form of fees and commissions payable to the Letting Agent as set out in the Appointment.

KOKO BROADBEACH

The Buyer will be able to revoke or terminate the Appointment, and therefore withdraw from participation in the Scheme, at any time by giving (not more than) 90 days notice, or such lesser period as may be agreed between the Letting Agent and the Buyer. After the notice period expires, the Buyer will not be bound to allow the use of the Unit except for occupation of the Unit:

- (a) by a person other than the Letting Agent or an associate of the Letting Agent; and
- (b) under an agreement that the Letting Agent made with that person before the notice of withdrawal was given.

As an owner of the Unit, the Buyer will have the benefit of all normal property rights associated with ownership of the Unit.

The sale of the Unit to the Buyer and the sale of other apartments within the CTS by the Seller is not subject to or conditional upon participation by the Buyer or other buyers in any scheme.

Upon any resale of the Unit by the Buyer, there is no obligation on the Buyer to ensure that the subsequent buyer enters into an Appointment or participates in any scheme which may be carried on by the Letting Agent.

5. **SIGNIFICANT RISKS ASSOCIATED WITH HOLDING THE UNIT AND / OR BEING PARTY TO THE APPOINTMENT**

In general terms, if an Appointment is entered into, returns will be generated for the Buyer by the Letting Agent arranging the letting or management of the Unit. The main factors which are risk items for the Buyer which may affect the level of returns are:

- (a) the condition in which the Buyer maintains the Unit and how the Buyer furnishes the Unit relative to other apartments in the CTS;
- (b) tenant or guest preferences for particular apartment characteristics such as size, location, available views and standard / condition of furniture and goods within the Unit;
- (c) the general state of the CTS, its age, state of maintenance and repair relative to other dwelling or accommodation units in the area of the Development or elsewhere; and
- (d) general occupancy rates, rental rates or other rates in connection with the occupancy of the Unit or other apartments in the Development which can be achieved at the relevant times.

Some of the main factors which may affect occupancy rates, rental or other rates in connection with the occupancy of the Unit which are risk factors for the Buyer are:

- (a) seasonal factors - during off peak periods and periods of cooler weather, occupancy rates may fall;
- (b) economic factors - a downturn in the economy can lead to a downturn in the domestic market (including the tourist or visitor market) which may cause occupancy rates, rentals or other rates to fall;
- (c) competition - the level of competition from other similar developments and the rental rates or other rates for occupation rights in developments or properties managed by competitors;
- (d) the competency or way in which the Letting Agent generally carries out the Management Rights Business; and
- (e) if the Buyer elects not to appoint the Letting Agent to manage the letting of the Unit, the form of management adopted by the Buyer and/or the Buyer's agent or manager may affect returns achieved by the Buyer.

Future changes in tax laws or in their interpretation could affect the tax treatment of the Scheme or tax position of the Buyer or the return from the letting or use of the Unit.

Future changes in zoning, planning and licensing laws could also affect the operation of the Scheme and the amount of the return or income the Buyer will receive by participating in the Scheme.

Other risks include:

- (a) changes in government legislation which affect the viability or profitability of the Scheme;
- (b) the imposition of significant levies, taxes or other imposts on the conduct of the Scheme or that relate to the ownership or use of the Unit;
- (c) physical risks such as flood, fire, earthquake and other acts of God; and
- (d) the risk of travel patterns being disrupted by terrorist activity, war, disease, or the increased cost of fuel.

The Buyer should consider all of these risk factors before deciding to become a member of the Scheme.

6. **COST OF THE UNIT**

The cost of the Unit is as agreed between the Seller and the Buyer.

KOKO BROADBEACH

There are no fees, commissions or other expenses payable to the Seller for the acquisition of the Unit.

7. AMOUNTS PAYABLE BY THE BUYER IN RESPECT OF THE UNIT (INCLUDING UNDER AN APPOINTMENT) AFTER ITS ACQUISITION AND THE TIMES AT WHICH THOSE AMOUNTS WILL OR MAY BE PAYABLE

The following fees, charges, expenses or taxes may be payable by the Buyer following acquisition of the Unit (this is not an exhaustive list of fees, charges, expenses or taxes that may apply):

- (a) land tax - payable once annually to the Queensland Office of State Revenue and calculated on the unimproved value of the Unit;
- (b) council rates and charges - paid periodically to the local government in amounts levied and struck from time to time;
- (c) taxes on returns/taxable income received by the Buyer;
- (d) other taxes payable by the Buyer including GST payable to the Letting Agent under the Appointment;
- (e) fees, charges and expenses payable to the Letting Agent in accordance with the terms of Appointment (see Items 8, 9 & 10 below);
- (f) costs of furnishing, maintaining and carrying out repairs to the Unit;
- (g) costs of obtaining legal, accounting and other professional advice; and
- (h) generally, all costs associated with owning an apartment of the type and nature of the Unit.

Amounts paid by the Buyer in respect of the acquisition of the Unit or entry into an Appointment are not paid into a common fund. However, the Buyer, as a member of the Body Corporate for the CTS, will be required to periodically pay Body Corporate levies into a common administration fund and a common sinking fund pursuant to the provisions of the BCCM Act. Amounts are deducted from the administration fund to pay fees and expenses associated with the running of the Body Corporate. Amounts are deducted from the sinking fund periodically, as resolved by the Body Corporate, in order to meet capital expenditure requirements.

Furniture Fittings and Equipment Expenses (FF Expenses)

If a Buyer becomes a member of the Scheme, the Buyer may be required to pay the costs of maintaining the Base Contents in their Unit. These expenses are known as FF Expenses and need to be taken into account when considering joining or participating in the Scheme.

The Letting Agent may establish for each member of the Scheme (including the Buyer) an FFE Fund into which payments deducted from the rental or other income otherwise payable to the member are paid. See further particulars in Item 8 below.

8. WHAT PAYMENTS MUST BE MADE BY THE BUYER TO PARTICIPATE IN THE SCHEME?

No payment is liable to be made by the Buyer to participate in the Scheme other than:

- (a) payment of money to buy the Unit;
- (b) one or more payments of the Buyer's reasonable proportion of the fees and expenses of the Letting Agent with respect to the management of the Scheme where in any 3 month period the total of such payments relate to a period of no more than 3 months and where:
 - (i) the total is reasonably commensurate with the work done or to be done, or the expenses incurred or likely to be incurred (as the case may be), by the Letting Agent during the period to which the payments relate;
 - (ii) where a FFE Fund has been established for the Buyer, no payment or part thereof is used for the replacements, repair or refurbishment of furniture, fittings and equipment of the Unit in relation to the period to which the payment relates unless all money in the FFE Fund has first been expended; and
 - (iii) where a FFE Fund has been established for the Buyer - one or more payments into the FFE Fund where:
 - (A) each payment is by way of a deduction from rental income of the Scheme that would otherwise be paid to the Buyer in relation to a period and does not exceed 3% of the gross rent attributable the Buyer for the period; and
 - (B) the balance of the FFE Fund at all times does not exceed \$5,000.00 for each apartment made available by the Buyer for use as part of the Scheme.

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Where a FFE Fund has been established for the Buyer, the Letting Agent must take reasonable steps to ensure that:

- (a) the money comprising the FFE Fund is held on trust for the Buyer in a trust account and subject to audit as to whether the money has been dealt with in accordance with the terms of the trust by a registered company auditor or an affected auditor (as defined in ASIC Class Order [CO14/757] at least annually; and
- (b) the balance of the FFE Fund is promptly returned to the Buyer on termination of the Scheme or upon the Buyer's withdrawal from the Scheme, whichever occurs first.

9. WHAT OTHER FEES, CHARGES, EXPENSES OR TAXES MAY BE DEDUCTED FROM THE ASSETS OF THE SCHEME OR OTHERWISE BORNE BY THE BUYER?

Subject to the matters regarding payments which the Buyer is liable to make to participate in the Scheme set out in Item 8 above, the Letting Agent will be entitled to deduct those fees, charges, expenses or taxes which the Buyer agrees to pay and which will be set out in the Appointment.

10. INFORMATION ABOUT ANY COMMISSION, OR OTHER SIMILAR PAYMENTS, THAT WILL OR MAY IMPACT ON THE AMOUNT OF A RETURN A BUYER WILL RECEIVE

Subject to the matters regarding payments which the Buyer is liable to make to participate in the Scheme set out in Item 8 above, the commission, fees and other payments payable by the Buyer to the Letting Agent will be as negotiated between the Buyer and the Letting Agent and will be contained in the Appointment.

11. INFORMATION ABOUT OTHER SIGNIFICANT CHARACTERISTICS OR FEATURES OF THE UNIT OR OF THE APPOINTMENT OR OF THE RIGHTS, TERMS, CONDITIONS AND OBLIGATIONS ATTACHING TO THE UNIT OR THE APPOINTMENT

The Seller, as the original owner of all lots in the CTS and therefore sole member of the Body Corporate will procure, following the formation of the Body Corporate, entry by the Body Corporate into the BC Management Agreement enabling the Letting Agent to carry out a Management Rights Business at the CTS.

A management rights business typically involves buyers of strata apartments or units in an apartment complex being given the opportunity to make their apartments or units available for use as part of a business of letting of units within the apartment complex which is operated by a letting agent that operates onsite.

Owners and buyers of apartments in the Development, including the Buyer, may choose to appoint the Letting Agent (who will be the letting agent authorised by the Body Corporate under the BC Management Agreement to carry on the business of letting of units in the Development) to arrange the letting of their apartments for the purposes of obtaining a return from the letting of the units.

Whilst the BC Management Agreement will grant the Letting Agent certain exclusive rights or occupation area authorities in regard to Common Property, it will not provide the Letting Agent with an automatic right to let the apartments within the CTS.

The Letting Agent, although not obliged to do so by the terms of the BC Management Agreement, is entitled to offer letting services or other goods or services to the owners and occupiers of apartments in the Development.

The Buyer may live in the Unit or use an offsite letting agent to manage the letting of the Unit.

No restriction will be placed by the Body Corporate as to the duration of any letting arrangement to be put into place by the Letting Agent, between the Buyer and a person letting the Unit. Any such restriction may be regulated by town planning or zoning conditions, the approvals for the Development or otherwise determined by the Buyer according to the Buyer's preference.

The Letting Agent will be required to be licensed in relation to the conduct of the letting services under the laws of Queensland or must be an Australian financial services licensee.

This kind of business arrangement, which involves owners of strata units making available their units to a letting agent that may operate onsite as part of a management rights scheme, is regulated by ASIC. Relief granted to the operator of the scheme by the ASIC allows the scheme to be operated as a management rights scheme on conditions which include the following:

- (a) each owner and the scheme operator may withdraw from participation in the scheme on not more than 90 days notice and an owner that withdraws will not be bound after that notice expires to allow use of their unit except for occupation of the unit by a person other than the scheme operator or an associate of the scheme operator and under an agreement that the scheme operator made with that person before the notice of withdrawal was given;
- (b) each owner may, if the owner withdraws from participation in the scheme, appoint another person to manage their unit;
- (c) the scheme operator is licensed in relation to the conduct of the letting services under the law of a state or territory or is an Australian financial services licensee;

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- (d) no payment is liable to be made by an owner to participate in the scheme other than payment of money to buy the unit and one or more payments of the owner's reasonable proportion of the scheme operator's fees and expenses with respect to the management of the scheme where each such payment relates to a period of no more than 3 months and is reasonably commensurate with the work done or to be done, or the expenses incurred or likely to be incurred (as the case may be), by the scheme operator during that period; and contribution into a reserve fund to be used for the replacement, repair or refurbishment of furniture, fittings and equipment of the unit;
- (e) the sale of the unit is not and was not conditional on participation in the scheme and there is no obligation on any person to ensure that other owners of units agree to participate in the scheme; and
- (f) the management rights business is operated in accordance with a written agreement between the scheme operator and each owner which outlines the right of a majority of owners to require the scheme operator to transfer the management rights to a third party.

The Exemption applies to the Scheme. The Letting Agent, as the 'operator' of the Scheme, will be required to comply with the conditions of the Exemption. One of those conditions includes the entry into an agreement between the operator and each participant in the Scheme that, if the operator or any of its associates have any rights in respect to any property that facilitate the use of apartments (including under any lease or any contract with the Body Corporate or as a registered proprietor) and a majority of participants in the Scheme (excluding the Letting Agent or any of its associates if they own a unit), based on their voting rights in relation to matters concerning the Body Corporate agree in writing that those rights should be assigned to another person specified by those participants, it is the term of the agreement that the operator will and will cause any relevant associate of the operator to:

- (a) assign those rights to that person at their market value determined by a qualified independent valuer instructed by the operator disregarding any special value of the property because it can be used to operate a resort, hotel, motel or serviced apartment complex; and
- (b) give reasonable assistance to enable that person to operate the resort, hotel, motel or serviced apartment complex, including making available information concerning any prospective bookings.

This agreement will be included in the Appointment and the inclusion of this agreement in the Appointment is not negotiable between the Buyer and the Letting Agent.

12. **INFORMATION ABOUT THE DISPUTE RESOLUTION SYSTEM THAT COVERS COMPLAINTS BY BUYERS OF UNITS AND BUYERS WHO HAVE ENTERED INTO APPOINTMENTS AND HOW THAT SYSTEM MAY BE ACCESSED**

There is no formal dispute resolution system that covers complaints by Buyers or parties to an Appointment.

The sale of the Unit under the Contract is regulated by contract law generally and by a number of statutes including:

- (a) the BCCM Act and the *Body Corporate and Community Management (Accommodation Module) Regulation (Qld)* 2008;
- (b) *Property Law Act (Qld)* 1975;
- (c) *Land Titles Act (Qld)* 1994;
- (d) *PO Act* ; and
- (e) *Corporations Act (Cth)* 2001.

Following settlement of the Contract, the Buyer will be a member of the Body Corporate. The BCCM Act contains provisions in regard to dispute resolution.

The Letting Agent (under its appointment under the BC Management Agreement) and the Seller's selling agent are each required to hold an appropriate license(s) under the PO Act. Those parties are required to comply with the provisions of the PO Act and the relevant codes of conduct in place under the PO Act. The Buyer may be entitled to lodge a complaint with the Queensland Office of Fair Trading in regard to non-compliance under the PO Act and relevant codes of conduct.

13. **GENERAL INFORMATION ABOUT SIGNIFICANT TAXATION IMPLICATION ASSOCIATED WITH THE UNIT AND ENTRY INTO THE APPOINTMENT**

- (a) Income tax is likely to be payable on returns received by the Buyer if the Buyer elects to let out the Unit whether under an Appointment or in some other way.
- (b) Goods and services tax may be payable on taxable supplies made in relation to the supply of occupation rights in connection with the Unit.
- (c) Goods and services tax will be payable on taxable supplies made to the Buyer by the Letting Agent under the Appointment and elsewhere, such as cleaning charges, letting commissions and other fees and charges which the Letting Agent is entitled to recover from the Buyer under the Appointment.

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- (d) Capital gains tax may be payable by the Buyer on capital gains achieved on the sale of the Unit.
- (e) Land tax may be levied on the unimproved value of the Unit, the amount of which may also depend on the value of other property owned by the Buyer in Queensland.

The Buyer should obtain specific advice from a taxation advisor in regard to taxation implications of acquiring and owning the Unit and entry into the Appointment.

14. INFORMATION ABOUT ANY COOLING OFF REGIME THAT APPLIES IN RESPECT OF THE ACQUISITION OF THE UNIT OR ENTRY INTO THE APPOINTMENT.

A 5 business day cooling off period is applicable to the Contract.

If the Buyer terminates the Contract during the cooling off period, the Buyer will be liable for a termination penalty of 0.25% of the purchase price of the Unit. The termination penalty may be deducted from any deposit paid by the Buyer. The balance deposit must be returned to the Buyer.

There will be no cooling off regime in regard to the Appointment. The Buyer will be able to terminate the Appointment by giving a (not more than) 90 day notice period in accordance with the terms of the Appointment or such shorter period as otherwise agreed between the Buyer and the Letting Agent.

15. ACCESSING OTHER INFORMATION THAT THE SELLER OR LETTING AGENT MAY OFFER

Various other information in relation to the Unit is contained in the Contract and Disclosure Documents and this PDS.

Other information which can be obtained from the Seller include:

- (a) floor plans of the Unit;
- (b) floor plans of other apartments in the Development; and
- (c) marketing, sales and advertising brochures with images and renders of aspects of the Development and certain information about the Seller and the Development.

Copies of this information can be obtained from the Seller via the contact particulars specified in Item 3 above.

Any projections, forecasts or estimates of letting income used in the marketing, sales and advertising brochures, materials and any website are indicative only, and should not be relied upon as an indication of future performance.

No promise or representation is made or guarantee or assurance given by the Seller that the Unit, the Development or participation in the Scheme will achieve a particular return, rate or income amount or that the Unit has or will maintain or will achieve a particular value.

16. QUESTIONS AND ANSWERS

Set out below are a number of questions and answers in order to assist the Buyer in making a decision, as a retail client, whether to buy the Unit and /or enter into the Appointment. Some of these questions may have also been answered or partially dealt with above.

16.1 *Are the Buyer's property rights affected by entering into the Appointment?*

The Buyer will own the freehold title to the Unit, once the Contract has been completed and settlement effected.

Under the Appointment, the Unit will be made available for letting by the Letting Agent, on terms and conditions as authorised by the Appointment. The Buyer will be able to occupy and use the Unit itself, subject to the terms of the Appointment and subject to availability of the Unit for occupation.

The Buyer remains a member of the Body Corporate. Usually, the Body Corporate is responsible for the upkeep of the Common Property. The owners may be responsible for maintenance and upkeep of certain parts of the Common Property, such as areas subject of exclusive use by-law grants.

The rights and obligations of the Buyer and other owners of apartments in the Development are, in part, set out in the Community Management Statement.

16.2 *What key rights does the Buyer have in relation to the use of the Unit by the Letting Agent?*

The key rights the Buyer has in relation to the use of the Unit by the Letting Agent are to be as negotiated between the Buyer and the Letting Agent and are as set out in the Appointment. These will include a provision that the Appointment may be revoked or terminated by giving of a (not more than) 90 day notice period or such lesser period as may be agreed.

The effect of termination of the Appointment is that the Letting Agent will no longer be authorised on behalf of the Buyer to manage the letting of the Unit. In those circumstances, the Buyer still owns the Unit.

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16.3 What sort of Management Rights Business is to be operated? How is it operated?

The Development is expected to be operated by the Letting Agent to provide residential accommodation. This may include:

- (a) "longer term" residential accommodation to the general public if occupancy for "longer periods" is permitted or lawful; and
- (b) "shorter term" or holiday/short terms style accommodation to the general public.

If owner occupation in the Development is permitted or lawful, the Letting Agent may provide services to owner-occupiers in the Development. These services will be as determined by the Letting Agent, and may include:

- (a) basic maintenance and repair to the Unit as necessary;
- (b) operation of function rooms (if any) which may include billiard tables, vending machines, video games, television/DVD/video and other facilities to be determined by the Letting Agent;
- (c) operation and maintenance of a booking system for the use of Common Property facilities;
- (d) an agency for the sale of apartments in the Development;
- (e) cleaning services and laundry services;
- (f) supply of room or other services;
- (g) supply of linen and linen cleaning services;
- (h) repair and maintenance services including for goods or equipment;
- (i) supply or organising the supply of kitchen utensils, equipment for kitchen use, furniture, electronic goods, white goods and décor items;
- (j) supply of fitout or refurbishment services;
- (k) supply, rental or hire of goods;
- (l) supply, rental or hire of office facilities or the supply of administration or office services, including photocopying, facsimile and related services;
- (m) supply of TV or video services, internet including wireless internet;
- (n) agency for dry-cleaning and other services;
- (o) supply of amusement and vending machines;
- (p) supply of food and drinks;
- (q) any other services that a caretaker or letting agent would or may normally or ordinarily provide.

Where appropriate, the terms and conditions of provision of some of these services will be as negotiated between the Buyer and the Letting Agent and will be as set out in the Appointment. The terms and conditions of provision of other services may be determined by the Letting Agent from time to time and occupants of the CTS may choose to avail themselves of any such services offered.

The Letting Agent will provide those services as required by the BC Management Agreement.

The Letting Agent is authorised under the BC Management Agreement to provide certain other services, but is not required to do so.

The Development may contain apartments which will be owner occupied if permitted or lawful. The development approval for the Development permits the use of apartments as long term resident/dwelling units and as short term accommodation unit.

In the case of short term letting, the Letting Agent may access, through various avenues, the wholesale and inbound travel market to procure persons for occupancy of units in the Development.

16.4 Is the Letting Agent able to withdraw or sell its interest in the Scheme?

Yes. The Letting Agent will be able to sell its interest in the Management Rights Business and assign its interest in the BC Management Agreement.

To do this, the Letting Agent will require the consent of the Body Corporate. The Body Corporate consent is usually given by the Committee of the Body Corporate unless the Body Corporate has resolved at general meeting that it is a decision for the Body Corporate at general meeting.

A transferee of the Management Rights Business may require new Appointments to be entered into between the Buyer and the transferee of the Management Rights Business in the event of such transfer or assignment.

The Buyer is not obliged to enter into an Appointment with the transferee of the Management Rights Business and, if applicable, may exercise its rights of termination, if any, under any existing Appointment.

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In certain circumstances, the Buyer and other participants in the Scheme may require the transferee to sell the Management Rights Business in accordance with the relevant ASIC policy, class orders and exemptions.

16.5 What are the key terms of any lease, licence or rights that are to be conferred on the Letting Agent in relation to the operation of the Management Rights Business?

Under the BC Management Agreement, the Letting Agent will be granted:

- (a) certain rights and have duties and obligations in regard to caretaking for the CTS; and
- (b) the exclusive right to carry out the business of letting apartments in the CTS from within the CTS.

The Letting Agent may, but is not required to, operate the Management Rights Business from an apartment within the CTS.

The Letting Agent will have rights conferred upon it by the by-laws of the Body Corporate. The proposed by-laws are contained in the Community Management Statement.

The Letting Agent, or a party associated with the Letting Agent may own or through a lease type arrangement otherwise have a right to occupy an apartment or other area(s) within the CTS (or the Development) which will be the **Manager's Lot**. The Manager's Lot may include an office, reception area, store room and other relevant facilities required for or incidental to the Management Rights Business.

Consequent upon these rights associated with the Manager's Lot, the Letting Agent may have rights to use Common Property.

The Letting Agent may, through the BC Management Agreement, also obtain the benefit of the occupation and use of certain parts of the Common Property as may be necessary or desirable to carry out the Management Rights Business. Such areas may include meeting rooms (if any), storage rooms (if any), function rooms (if any), laundry rooms (if any) and other facilities. They may also include an office and reception area.

Section 116 of the BCCM Act applies to any party who becomes a letting agent for a CTS. If a *letting agent's business* as defined in the BCCM Act is conducted from a lot within the CTS (for example, the Letting Agent's Lot), at all times either:

- (c) the letting agent must be the registered owner or lessee of the lot; or
- (d) a deed must be in place between the body corporate and the registered owner or lessee of the lot (**Lot Holder**), under which the Lot Holder agrees to transfer the Lot Holder's interest in the lot if the letting agent is required to transfer the letting agent's management rights under Chapter 3 Part 2 Division 8 of the BCCM Act.

Chapter 3 Part 2 Division 8 of the BCCM Act deals with a requirement to transfer a letting agents management rights in certain circumstances. They (Chapter 3 Part 2 Division 8 of the BCCM Act) do not apply, however, if the CTS is one to which a serviced strata arrangement or scheme under the Corporations Act is in operation (see section 136 of the BCCM Act).

16.6 What happens to the Manager's Lot if the Letting Agent ceases to carry out the Management Rights Business?

The Manager's Lot (if any), may have the manager's office and reception area form part of it, and possibly due to its location, may be required to effectively operate the Management Rights Business.

If the BC Management Agreement is terminated, then the Letting Agent would no longer be the operator of the Management Rights Business, but would still own or have other rights to the Manager's Lot.

Any new operator of the Management Rights Business appointed by the Body Corporate would not be able to use the Manager's Lot.

16.7 In general terms, how will the operation of the Management Rights Business generate returns for the Buyer?

Returns will be generated for the Buyer by the Letting Agent arranging rental and management of the Unit in accordance with the terms of the Appointment.

The Buyer will be responsible for payment of commissions, expenses and fees as set out in the Appointment which will be negotiated between the Buyer and Letting Agent (subject to Item 8 above).

Returns or income from the letting of apartments in the Scheme or otherwise in the Development will not be pooled. The Letting Agent will be required to account to the Buyer for the net income received from letting of the Unit in accordance with the terms of the Appointment.

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16.8 When and how are these returns to be calculated and made available to Buyers?

Returns will be calculated and made available to the Buyer as negotiated between the Buyer and Letting Agent and as set out in the Appointment, subject to the conditions of the Exemption.

16.9 Is the Buyer guaranteed or promised that the Buyer will receive a particular rate of return?

No. The returns to the Buyer from the letting of the Unit and the participation in the Scheme will be uncertain. Returns are based on occupancy levels for the Unit and the rental or rates charged for its use are therefore uncertain. The Buyer should not expect any particular return or income from the letting of the Unit. No party guarantee or promise to the Buyer that letting of the Unit will achieve a particular return or income. There may be periods when the Unit remains unoccupied.

The Seller and the Letting Agent make no guarantee or promise that a particular return or income will be achievable from the letting of the Unit. Any suggested return (if any) by the Seller or the Letting Agent is provided by way of example only, and can not be guaranteed. There are a variety of factors known and unknown that may affect the letting of the Unit or the income that may be earned from the letting of the Unit. This PDS does not constitute financial advice and should not be relied upon by the Buyer.

16.10 Is there a suggested minimum period of time that the Buyer should remain in the Scheme?

No.

16.11 Does the Buyer have potential liability to pay monies in relation to the entry into an Appointment or the Buyer's ownership of the Unit?

The Buyer's liability to pay monies include for the following:

- (a) land tax which is calculated based on the unimproved value of the Unit;
- (b) local government rates and charges as determined from time to time;
- (c) Body Corporate levies determined periodically by the Body Corporate. The Body Corporate levies cover:
 - (i) the cost of maintenance and upkeep of the Common Property (including amounts payable to the Letting Agent under the BC Management Agreement);
 - (ii) the costs of administering the Body Corporate;
 - (iii) the cost of some building insurance; and
 - (iv) contributions towards the sinking fund for future capital works items, upkeep and maintenance;
- (d) the cost of minor repairs, replacement and upgrades to the Unit carried out by the Letting Agent under the Appointment;
- (e) taxes such as goods and services tax, income tax and capital gains tax. The Buyer should take its own professional advice in regard to these matters;
- (f) the cost of maintaining exclusive use areas attaching to the Unit for which the Buyer as the Unit owner is responsible under the terms of the grant of exclusive use rights as shown in the Community Management Statement (if any);
- (g) extraordinary levies determined by the Body Corporate in order to pay for unbudgeted repairs, refurbishment or replacement of the Common Property or other parts of the Development; and
- (h) generally, all costs associated with owning an apartment of the type and nature of the Unit.

16.12 What fees, charges, expenses or taxes, if any, may be payable by the Buyer if they sell the Unit and / or terminate the Appointment?

On the sale of the Unit, fees, charges, expenses and taxes may include capital gains tax on the capital gain achieved (if any) on the sale of the Unit, goods and services tax if the sale of the Unit constitutes a taxable supply for GST purposes, together with sale costs such as legal costs, real estate agent's commission, advertising costs etc.

On termination of the Appointment, no fees, charges or taxes will apply except those fees, charges or expenses the liability for which accrued under the Appointment prior to termination of the Appointment.

The Buyer will be required to pay its own legal costs and expenses of terminating the Appointment (if any). On termination of the Appointment, the Buyer must still honour and comply with any existing tenancies and this may cause the Buyer to incur future cost or expense.

16.13 Who is the Letting Agent?

This PDS is not given by the Letting Agent. The identity of the Letting Agent is not yet known.

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16.14 If the Seller is to engage a person to operate the Management Rights Business on its behalf, what credentials will that person have to operate the business?

In selecting the Letting Agent, the Seller will have regard to the qualifications of the Letting Agent and/or the Letting Agent's employees and officers to carry out the duties and tasks to be performed or permitted under the BC Management Agreement.

The Letting Agent and/or its employees and officers will have experience in carrying out a Management Rights Business and performing the duties and tasks to be performed or permitted under the BC Management Agreement.

The Letting Agent may be a party which is related, directly or indirectly, to the Seller.

16.15 What are the custodial arrangements for the holding of money in regard to the Management Rights Business?

Money held for or payable to Buyers which are under the control of the Letting Agent will be dealt with:

- (a) as negotiated by the Buyer and Letting Agent and as set out in the Appointment;
- (b) subject to any laws in place regulating the holding of money by a party carrying on business as a letting agent including those laws relating to the operation of a trust account;
- (c) in accordance with the PO Act ; and
- (d) in accordance with the conditions of any ASIC regulatory guide, class order or exemption applicable to the Scheme.

16.16 Can the Unit and / or Appointment be transferred and, if so, in what circumstances? What legal requirements apply?

In order to transfer an interest in an Appointment, the consent of the Letting Agent will be required. A party who wishes to have the Letting Agent manage the letting of their apartment must enter into an Appointment with the Letting Agent

The Unit can be sold and transferred without the consent of the Letting Agent, subject to existing lettings already entered into or booked under the Appointment.

If the Buyer sells the Unit based on it being included within the Scheme, the Buyer may need to arrange for the Letting Agent to provide a product disclosure statement similar to this PDS to the potential buyer prior to the parties entering into the Contract of Sale. The Buyer should obtain its own independent advice in this regard.

16.17 When and how is the Letting Agent to report to the Buyer on the operations of the Management Rights Business so far as they relate to the Buyer?

The Letting Agent is to report to the Buyer in the manner and at the times to be agreed between the Letting Agent and the Buyer as set out in the Appointment or otherwise as required by any ASIC regulatory guide, class order or exemption applicable to the Scheme.

17. DICTIONARY AND INTERPRETATION

Appointment means the appointment to act as a letting agent in regard to the letting of the Unit to be entered into voluntarily between the Buyer and Letting Agent, the terms and conditions of which are to be negotiated between the Buyer and Letting Agent. The Appointment must be in the form prescribed by law. Currently under the law the Appointment must comply with the PO Act. The Appointment will contain provisions in order to comply with the conditions of the Exemption including an agreement between the Buyer as a participant in the Scheme and the Letting Agent as the operator of the Scheme under which the majority of the participants of the Scheme may require the Letting Agent to transfer the Management Rights Business.

ASIC means the Australian Securities and Investments Commission.

Base Contents means furniture, fittings and equipment including fixed floor coverings, curtains, blinds, light fittings, paint, stove, dishwasher, rangehood, washing machine, dryer and other similar items of fixtures and fittings.

BC Management Agreement means the **Management Engagement & Letting Authorisation Agreement** between the Body Corporate and the Letting Agent for the caretaking and maintenance of the CTS and the authorisation of the provision of letting services from within the CTS, a draft of which is contained within the Disclosure Documents. The Seller may cause changes and variations to be made to the agreement.

BCCM Act means the *Body Corporate and Community Management Act (Qld) 1997*.

Body Corporate means the Body Corporate for KOKO BROADBEACH.

Common Property means common property of the CTS.

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Community Management Statement means the Community Management Statement to be recorded with the Queensland Land Registry a draft of which is contained in the Disclosure Documents. The Seller may cause changes to be made to this document.

Contract means the Sale Contract proposed to be entered into between the Buyer and the Seller for the purchase and sale of the Unit.

CTS means KOKO BROADBEACH Community Titles Scheme.

Development means the KOKO BROADBEACH development the subject of this PDS.

Disclosure Documents means the bound volume of documents delivered to the Buyer prior to signing the Contract.

Exemption means the exemption of certain persons from the managed investment, disclosure, licensing and sharehawking provisions of the *Corporations Act* in relation to management rights schemes captured in ASIC Class Order CO 02/304.

FF Expenses means the costs of maintaining, replacing or redecorating the furniture, fittings and equipment and Base Contents (but not minor repairs and maintenance of units) and capital expenditure for major refurbishment to a unit (including to furniture, fittings and equipment and Base Contents), when considered necessary or desirable by the operator of the Scheme for the purpose of keeping a unit to the agreed standard.

FFE Fund means the fund established for each member of the Scheme by the Scheme operator, into which payments deducted from the rental income that would otherwise be paid to the members are paid to meet FF Expenses.

letting includes leasing or renting.

Letting Agent means the party who enters into the BC Management Agreement.

Management Rights Business means the business to be carried on by the Letting Agent at the CTS under the BC Management Agreement which may include the offering of apartments in the Development for letting on a short term or overnight basis and the operation of serviced apartment style complex.

Letting Agent means the party who enters into the BC Management Agreement.

PO Act means the *Property Occupations Act (Qld)* 2014.

PDS means so far as the context requires, Product Disclosure Statement or this Product Disclosure Statement.

Scheme means the management rights scheme offered under this PDS.

Seller means MPG ELSTON PTY LIMITED ACN 606 476 868.

the Unit or Unit means the apartment in the CTS to be sold or intended to be sold by the Seller to the Buyer under the Contract.

A reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of it.

The singular includes the plural and the plural includes the singular.

PART B – OTHER DISCLOSURE

DESCRIPTION OF PARCEL & SCHEME LAND

Description of Parcel.

The Parcel is situated at 12 - 14 Elizabeth Avenue, Broadbeach QLD 4218.

The real property description is as follows:

Lot and Plan No	Title Reference
Lot 45 on SP 291104	51069794

The Parcel is subject to rights and interests reserved to the Crown by Deed of Grant Nos. 13856032 (ALLOT 5 SEC 29) and 14176098 (ALLOT 4 SEC 29).

Subdivision of Parcel

The Seller proposes to subdivide the Parcel by volumetric plan to create lots 1 and 2 on SP 299552.

Lot 1 on SP 299552 is intended to comprise the retail (and possibly commercial) component of the Building.

Lot 2 on SP 299552 will be the Scheme Land and is proposed to be further subdivided by SP 299558 to create the Scheme.

A plan showing the proposed volumetric subdivision titled "*Plan of Proposed Volumetric Subdivision of Lot 45 on SP 291104*" **follows this page**.

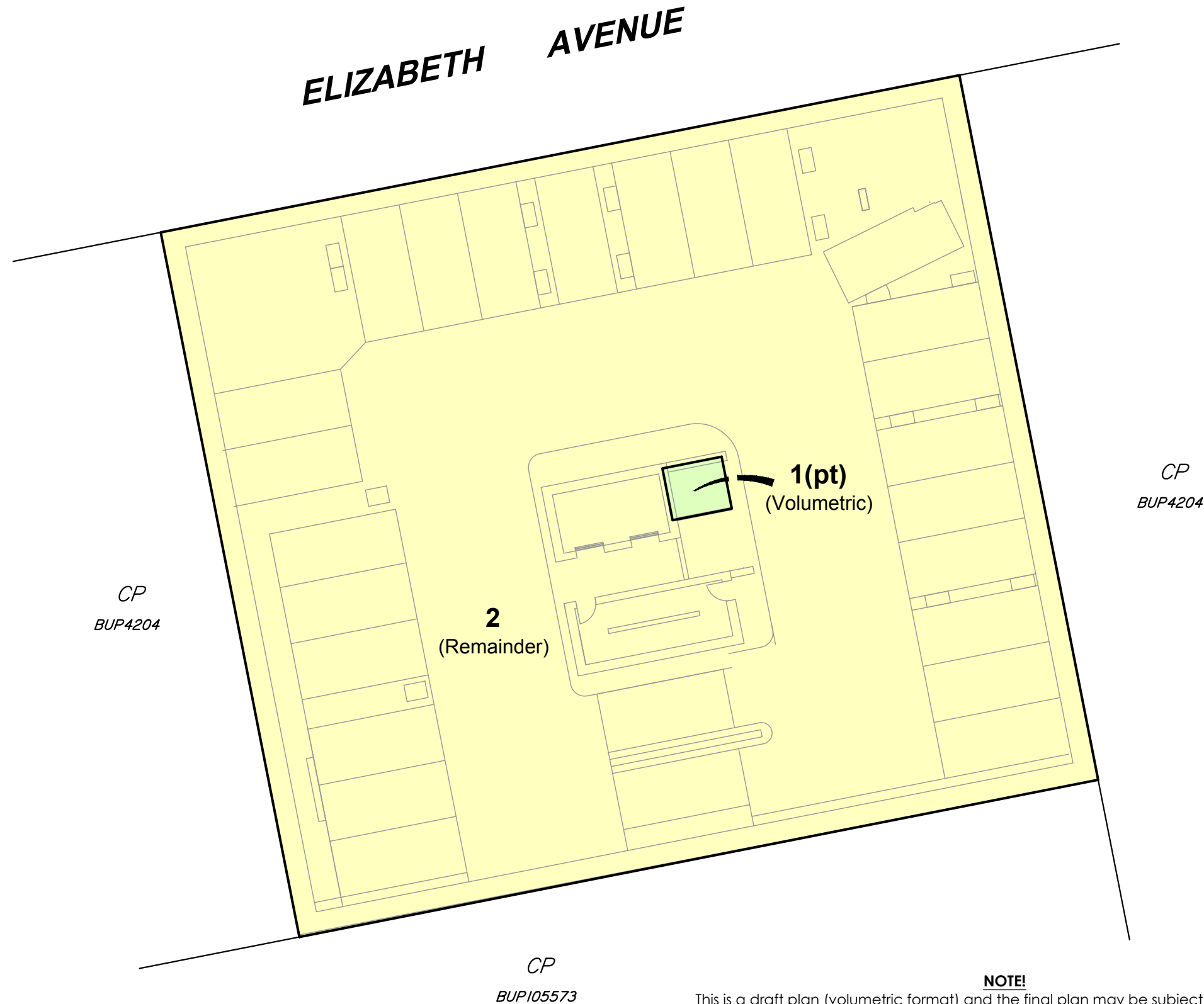
Easements

The Seller may cause an easement burdening the Scheme Land to be effected in favour of Energex associated with the keeping of and access to a transformer within the Scheme. The easement area and the terms and conditions of any such easement will be as required by Energex and otherwise determined by the Seller in its discretion.

The Seller reserves the right to put into place any easements or further easements required to give proper effect to the Seller's proposed carrying out of the development of the Building or as otherwise required by any Authority.

Basement Level 2
(BFP Level A)

**KOKO
BROADBEACH**



- NOTES:
1. Drawn to scale on an A3 sheet.
 2. All dimensions and areas are subject to final survey and approval by G.C.C.C.
 3. Architectural Information provided by Dezigteam & is proposed only.
 4. Meridian: SP299552.

C	Plan Updated	SS	14/09/2017
B	Plan Updated	SS	31/08/2017
A	Original Issue	ARS	14/8/2017
Issue	Revision	Int	Date

Title:
**Plan of Proposed Volumetric
Subdivision of Lot 45 on SP291104**
Proposed Lot 1 (Volumetric)& Lot 2
(Remainder)
(SP299552)

Client: **MPG ELSTON PTY LTD**

Locality:	BROADBEACH		
Local Gov:	GCCC	Prepared By:	ARS
Surveyed By:		Approved:	ARW
Date Created:	14/8/2017	Scale:	1:200
Comp File:	160884.PROJECT		
Plan No:	160884_015_PRO_C		

NOTE!

This is a draft plan (volumetric format) and the final plan may be subject to change. The proposed lots have not been defined on site, and B.B.H. Pty Ltd Cadastral Surveyor accepts no responsibility for any amendments to location, areas, or shape that may occur during the development process. This plan has been prepared for the purpose of identifying the approximate location and size of registrable interests, and has been derived from information supplied by others. Lot areas may vary by up to 2.0%. This note is an integral part of this plan and no part of the plan may be reproduced without this note.

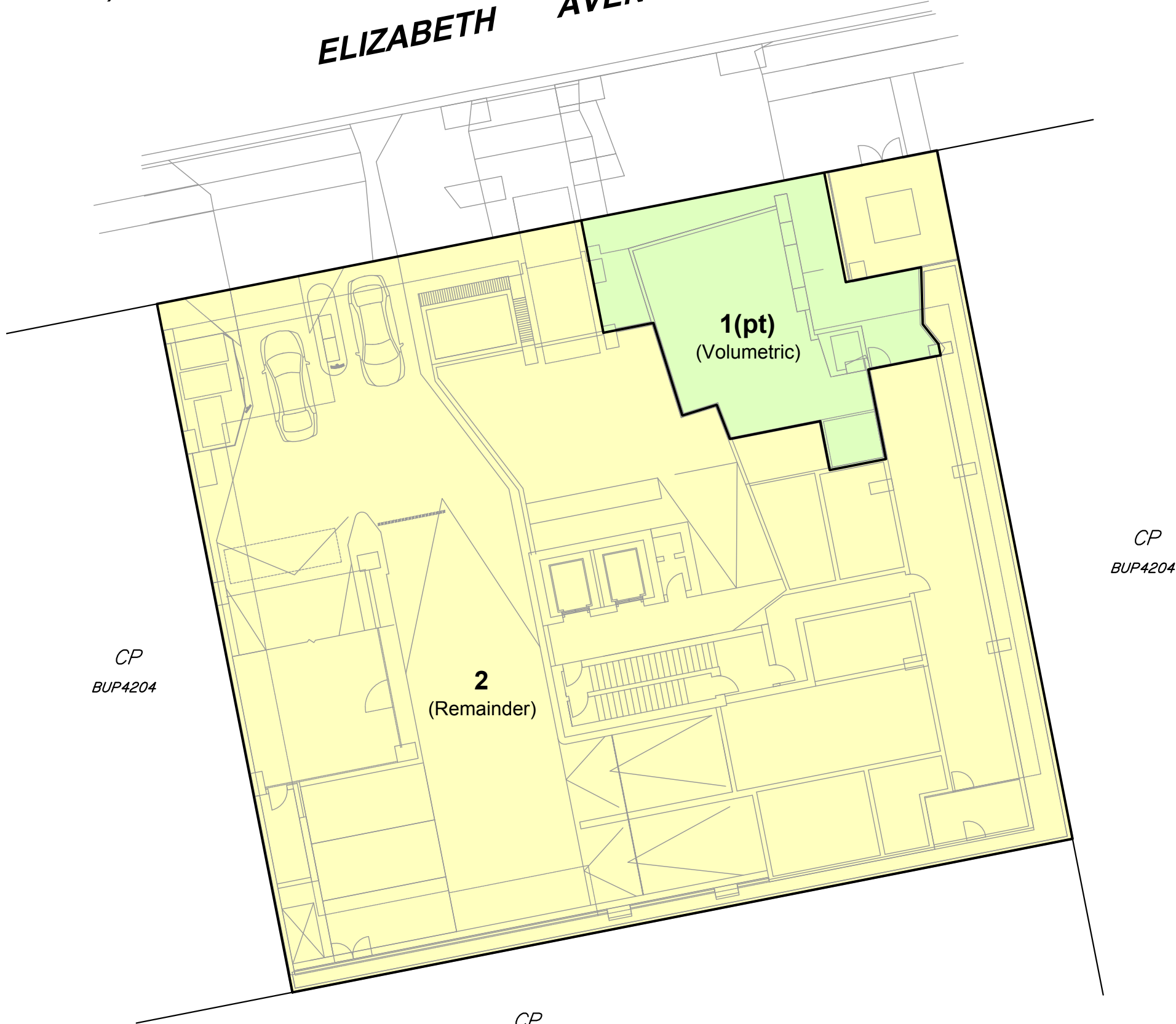
Level 1/Ground
(BFP Level C)

ELIZABETH AVENUE

Sheet
2 of
4

BENNETT + BENNETT
PO Box 5021, GCMC QLD 9726
Ph: (07) 5631 8000
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Surveying, Town Planning & Spatial Services
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www.bennettandbennett.com.au

**KOKO
BROADBEACH**



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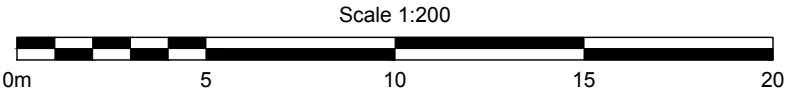
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(Remainder)
(SP299552)

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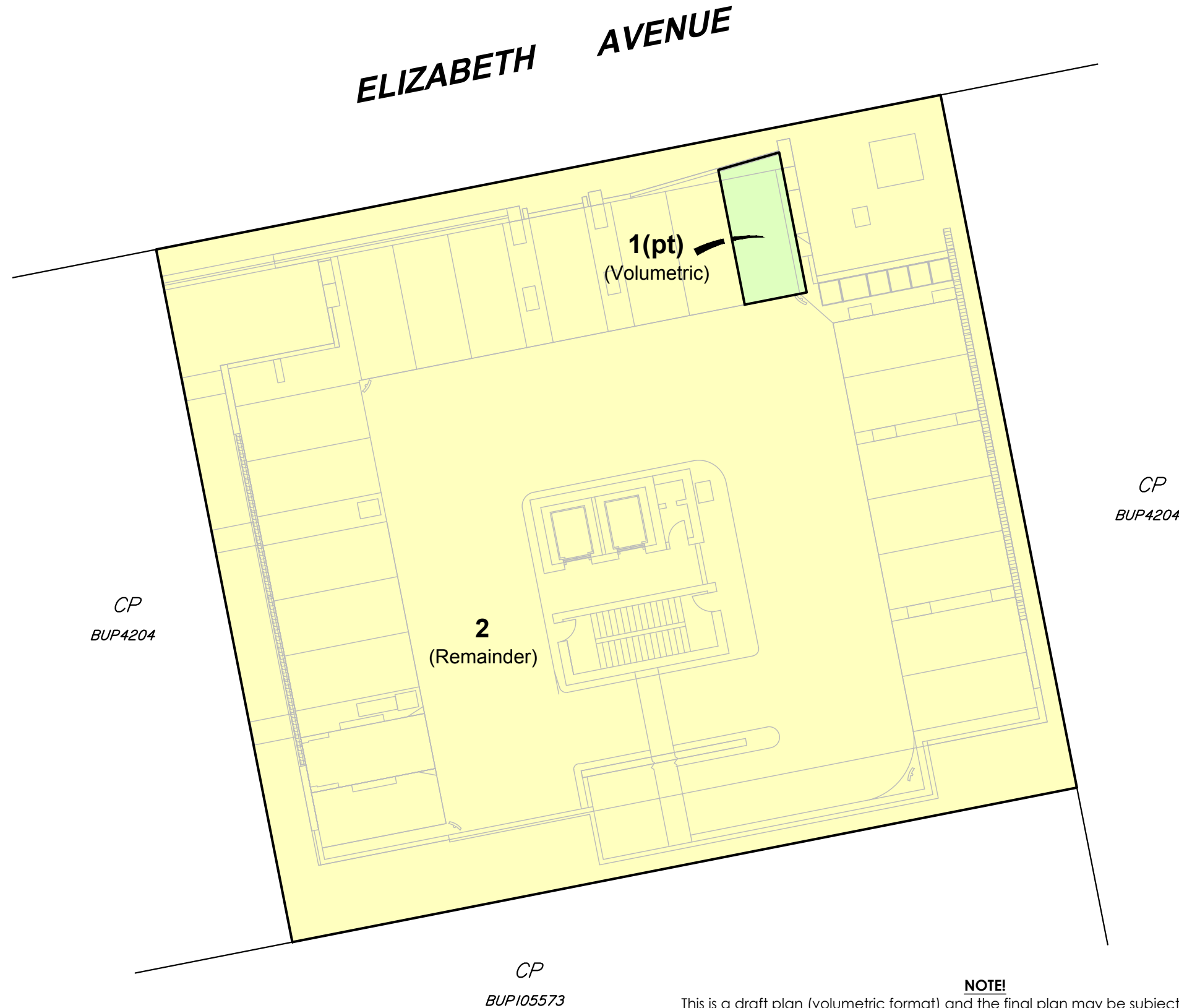
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Level 2
(BFP Level D)

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**Plan of Proposed Volumetric
Subdivision of Lot 45 on SP291104**
Proposed Lot 1 (Volumetric)& Lot 2
(Remainder)
(SP299552)

Client: **MPG ELSTON PTY LTD**

Locality:	BROADBEACH		
Local Gov:	GCCC	Prepared By:	ARS
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KOKO
BROADBEACH

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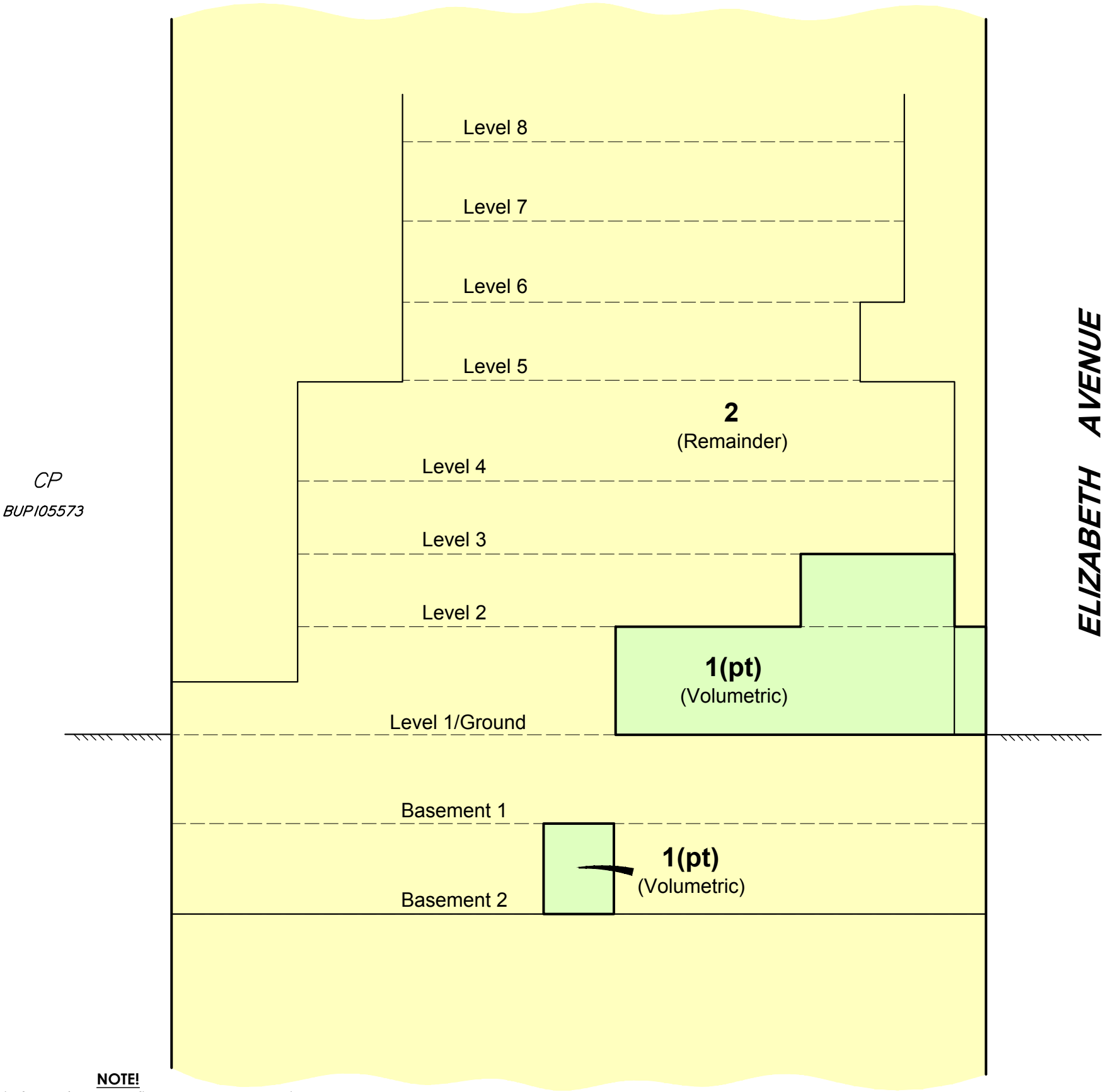
C	Plan Updated	SS	14/09/2017
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A	Original Issue	ARS	14/8/2017
Issue	Revision	Int	Date

Title:
Plan of Proposed Volumetric Subdivision of Lot 45 on SP291104
Proposed Lot 1 (Volumetric)& Lot 2 (Remainder)
(SP299552)

Client: **MPG ELSTON PTY LTD**

Locality:	BROADBEACH		
Local Gov:	GCCC	Prepared By:	ARS
Surveyed By:		Approved:	ARW
Date Created:	14/8/2017	Scale:	
Comp File:	160884.PROJECT		
Plan No:	160884_015_PRO_C		

ELEVATION
Looking West
(Not To Scale)



NOTE!

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PART B – OTHER DISCLOSURE

COMMUNICATIONS INFRASTRUCTURE

The Seller discloses to the Buyer that:

1. the Seller anticipates that the telecommunications network for the Scheme (not the supply of actual telecommunication services) will be provided by OPENetworks Pty Ltd;
2. following establishment of the Scheme, whilst it is the sole owner of all lots in the Scheme, the Seller intends to cause the Body Corporate to enter into a licence with OPENetworks Pty Ltd, a draft of which **follows this page**;
3. the Buyer is responsible for payment of any moneys chargeable or charged by OPENetworks Pty Ltd for connection of the Lot to a broadband network or for activation of a broadband or voice service to the Lot in accordance with the clause titled "*Telecommunications Adjustment*" in the Sale Contract. The anticipated fee is \$341.00 per Lot;
4. the Buyer may, if it elects to do so, engage a retailer for the actual supply broadband or voice services to the Lot



OPENetworks Pty Ltd

Access Licence

Body Corporate

12 – 14 Elizabeth Avenue, Broadbeach

(Name of Development)

Access Licence made on

Parties

OPENetworks Pty Ltd ACN 118 525 821 of Suite E, Level 1, Centenary Technology Park, 532 Seventeen Mile Rocks Road, Sinnamon Park 4073

("OPENetworks")

[Name of Land Owner] _____

of [Address of Land Owner] _____

("Land Owner")

Background

- A. OPENetworks is a licensed telecommunications carrier that carries builds, maintains and operates fibre to the home or premises ("**FTTP**") and other advanced broadband telecommunications networks ("**Networks**") as regulated by the *Telecommunications Act* 1997 (Cth) ("**Act**").
- B. Developer intends to develop a new development ("**Development**") on certain land ("**Site**") and requests OPENetworks to build, maintain and operate Networks as part of the Development to enable retail service providers ("**RSPs**") of broadband, voice, Internet, data and other services ("**Retail Services**") to connect residents and occupiers ("**End Users**") in the Development with the Retail Services.
- C. OPENetworks agrees to do so on the terms and conditions of this Agreement.

Operative provisions

1. Definitions and Interpretation

In this Deed, unless the context otherwise indicates, each of the expressions and terms in Schedule 1 Part 1 shall have the meaning assigned to them and the provisions of Schedule 1 Part 2 shall apply.

2. Grant of Licence

2.1 Access

In consideration of the connection of the Networks to the Building, Land Owner grants to OPENetworks a licence to carry out the Permitted Purposes on the common property of the Land and Building from the Commencement Date until the termination of this Deed in accordance with clause 3.

2.2 Security Keys

Land Owner shall provide OPENetworks with all necessary security access keys, codes and cards for the Permitted Purposes during the Term providing that OPENetworks must:

- (a) comply with all reasonable security requirements of the Land Owner; and

- (b) return the security access keys, codes and cards to the Land Owner or its nominated manager or agent at the end of the Term.

2.3 Communications Room security provisions

OPENetworks shall manage on behalf of the Land Owner an electronic security access system to control access to the Communications Room, via:

- (a) an electronic code lock; and
- (b) a secure and sealed door.

2.4 Specific places for Network Equipment and Access

In consideration of the connection of the Networks to the Building, OPENetworks may:

- (a) place or install and keep the Network Equipment in the areas of the Building and Land as identified in the Reference Schedule; and
- (b) install cables in the communications pits and pipes, risers and cabinets, Communications Room, roof and on communications cable trays of the Buildings or on, in or under the Land.

3. Termination

This Deed shall continue until the later of:

- (a) there is an Event of Default by OPENetworks that is not remedied within 2 months of a Default Notice from the Land Owner to OPENetworks; or
- (b) there are no Residents of the Buildings that require Retail Services from any provider on the Networks.

4. Power Supply

Land Owner shall supply electric power required to operate the Network Equipment that is in the Buildings or on the Land during the Term of this Deed.

5. Notification of Retail Services to Residents

Land Owner shall:

- (a) distribute to Residents written notices which may be provided by OPENetworks about the availability of Retail Services for Residents or in the Building;
- (b) distribute a circular or brochure (which may be provided by OPENetworks) to the Residents once every 6 months during the Term to remind the Residents of the Retail Services; and
- (c) place a notice on any website(s) for the Building and within the Land Owner's control to advise Residents of:
 - (i) the connection of the Network to the Building, the web-links to OPENetworks website for information about available Retail Services that can be provided to dwelling units in the Building;
 - (ii) how to get a Network connection to Resident's dwelling unit in the Building; and
 - (iii) contact details of OPENetworks and such RSPs as may provide Retail Services to dwelling units in the Building.

6. Ownership and Risk

6.1 Title

Notwithstanding the degree of affixation of any part or item of the Network or Network Equipment to the Land or the Buildings:

- (a) the Active Network, including any and all Network Equipment and the optical fibre lead in cable to connect the Network to the Building, remains the sole property of the OPENetworks and title in that property does not pass to the Land Owner or Residents or any person or party claiming under any of them; and
- (b) the Passive Network in the Building remains the sole property of the Land Owner.

6.2 Risk remains with OPENetworks

Except for wilful damage or theft by the Land Owner, OPENetworks shall at all times bear all risks of loss or damage to the Network Equipment in, on or about the Land or the Buildings.

6.3 Grant of access to Body Corporate of Internal Building Services Cabling

OPENetworks shall permit the Body Corporate to access Internal Building Services Cabling to enable Internal Building Services to be enabled for the Body Corporate.

7. Insurance

OPENetworks must maintain in full force and effect a Public Liability insurance policy to cover claims arising out of or in connection with access granted under this Deed for an amount not less than \$20,000,000 in respect of any single accident.

8. Management of access to Communications Room

OPENetworks shall have sole determination over whom may be granted access to the Communications Room.

9. No Interference with existing services

OPENetworks covenants that following installation of its Network Equipment in the Building, that Network Equipment shall not interfere with existing telecommunications services of Residents that do not require Retail Services from RSPs on the Networks.

10. General

10.1 Governing Law

This Deed shall be governed by and construed in accordance with the law of the State in which the Land is located and each of the parties hereby submits to the non-exclusive jurisdiction of courts exercising jurisdiction there.

10.2 Notices

- (a) All notices and other communications provided for or permitted under this Deed or otherwise shall be sent by registered mail with postage prepaid, by hand delivery or by facsimile transmission as follows:
 - (i) if to OPENetworks to the Manager, by email to admin@openetworks.com.au and to the registered address of that company;
 - (ii) if to Owner, to the person and address specified in the Reference Schedule; or

- (iii) to such other address or person as either party may specify by email or notice in writing to the other.
- (b) All such notices or communications shall be deemed to have been duly given or made:
 - (i) 3 Business Days after being deposited in the mail with postage prepaid;
 - (ii) when delivered by hand;
 - (iii) if sent by email, when it is delivered to the recipients email server; or
 - (iv) if sent by facsimile transmission, on production of a report from the sending machine which indicates that the facsimile was sent in its entirety to the facsimile number of the recipient.

10.3 Authority to Sign

Each person signing this Deed as an authorised officer or agent of any party by doing so warrants to the other parties that, as at the date of signing, he or she has full authority to execute this Deed on behalf of that party.

Schedule 1 Definitions and Interpretation

Part 1 - Definitions

In this Deed, unless the context otherwise indicates, each of the following expressions shall have the meaning assigned to it below:

Act	means the <i>Telecommunications Act</i> 1997 (Cth) and such other amending or replacement of that legislation and all Determinations, Regulations and Statutory Instruments relating to that legislation.
Active Network	means the Network Equipment that OPENetworks may deploy, install or operate in the building other than the Passive Network.
Building or Buildings	means the building or buildings and improvements on the Land.
Commencement Date	means earlier of the date of execution of this Deed or the date that OPENetworks enables Retail Services to any part of the Building.
Communications Room	means the room, cabinets other space in the Building described under that heading in the Reference Schedule.
Default Notice	means a notice in writing specifying the nature and particulars (including reasonable evidence) of the Event of Default.
Events of Default:	means the winding up or liquidation of OPENetworks or the revocation of the carrier licence held by OPENetworks under the Act.
Internal Building Services	means the services for the building, such as, intercom, CCTV, access control and fire alarms, but not including telecommunications services or services provided by OPENetworks.
Internal Building Services Cabling	means the cables that the Body Corporate may require for the installation, operation and maintenance of Internal Building Services.
Land	means the land described under that heading in the Reference Schedule.
Land Owner	means the party or parties specified under that heading in the Reference Schedule.
Network or Networks	means the telecommunications network or networks (including the Network Equipment) operated or provided by OPENetworks to enable Retail Services to be potentially delivered to any Residents that require them.
Network Equipment	means electronic equipment, lines, cables, racks, conduits and pits, poles, antennae, radio frequency and microwave dishes and other telecommunications facilities connected or to be connected to the Networks and being initially that which is specified under that heading in the Reference Schedule and such other new or replacement equipment, lines, cables, racks, antennae, radio frequency and microwave dishes and other transmission telecommunications facilities that OPENetworks may require for the Permitted Purposes or otherwise provide to deliver Retail Services to Residents or provide transmission services or to comply with the Act.
Network Services	means the activation, operation, management and maintenance of the Networks and any Network Equipment by OPENetworks.
Passive Network	means the pits, pipes, tower, communications room(s) and optical fibre and other telecommunications cables required for the Network or on, under or about the Land

or Building.

Permitted Purpose	means the installation, operation, maintenance, management and testing of the Network, enablement of Retail Services to Residents and access to the Network and Land for such purposes at all times.
Resident or Residents	means the residents, occupiers, businesses and end users of Retail Services who may be or who are in or about the Land or who reside from time to time in the Building.
Retail Services	means voice, data, broadband, internet, content, security or other services by RSP.
Roof Area:	means the area or other space described under that heading in the Reference Schedule.
RSP or RSPs	means a retail service provider or providers of Retail Services.
Term	means the term of this Deed from the Commencement Date until the termination in accordance with the terms and conditions of this Deed.

Part 2 - Interpretation

In this Deed:

1. headings are for convenience only and do not affect the interpretation of this Deed;
2. reference to any statute or statutory provision shall include any modification or re-enactment of, or any legislative provisions substituted for, and all legislation and statutory instruments issued under such legislation or such provision;
3. words denoting the singular shall include the plural and vice versa;
4. words denoting individuals shall include corporations, associations, trustees, instrumentalities and partnerships and vice versa;
5. words denoting any gender shall include all genders;
6. references to Parties, Parts, clauses, Annexures and Schedules are references to Parties, Parts, clauses, Annexures and Schedules to this Deed as modified or varied from time to time;
7. references to any document, deed or agreement shall include references to such document, deed or agreement as amended, novated, supplemented, varied or replaced from time to time;
8. a party includes the party's representatives, administrators and permitted assigns;
9. all references to dates and times are to Australian Eastern Standard time;
10. all references to "\$" and "dollars" are to the lawful currency of Australia unless otherwise expressly stated;
11. if a party consists of more than one person this Deed binds them jointly and each of them severally;
12. "including" and similar expressions are not words of limitation;
13. where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning;
14. "related body corporate", "subsidiary" and "holding company" have the same meaning as in the *Corporations Act 2001* (Cth);

15. reference to any body other than a party to this document (including, without limitation, an institute, association or authority), whether or not it is a statutory body:
 - (a) which ceases to exist; or
 - (b) whose powers or function are transferred to any other body,refers to the body which replaces it or which substantially succeeds to its powers or functions;
16. if the day on which a person must do something under this Deed is not a Business Day that person must do it on or by the next Business Day;
17. recitals or background contained in this Deed do not form part of the operative provisions of the Deed; and
18. words or expressions that are defined in this Deed appear throughout this Deed with the same initial capital letters, however if the initial capital letters are omitted they have the same meaning unless the context otherwise requires.

Schedule 2 Reference Schedule

Between	OPENetworks Pty Ltd ACN 118525821 (" OPENetworks ")
Name of Body Corporate (Land Owner)	("Land Owner")
Building Address and Community Title Scheme	
Body Corporate (Land Owners) Address for Notices	
Strata Management Contact Details	Name: Telephone: Email:
Building Management Contact Details	Name: Telephone: Email:
Network Equipment	means: <ul style="list-style-type: none"> · Racks and active network equipment in the Communications Room and comms cupboards; · Network Termination Units in dwelling units requiring an active network connection; and · Microwave antennae and dishes on the Roof Area, not including Cables which are owned by the Land Owner.
Communications Room	A room shown in the drawings attached hereto.
Roof Area	An area on the roof which is sufficient to locate small microwave radio antennae and dishes to integrate into Network and places so as not to be visible from the street fronting and adjacent to the Land.
Security Keys, Codes and Cards	As required and to be returned at end of visits to the Land Owner's On Site Manager.
Term	3 Years from the Commencement Date

EXECUTED AS A DEED

SIGNED SEALED AND DELIVERED by _____)
OPENNETWORKS PTY LTD ACN 118 525 821 in _____)
accordance with section 127 of the *Corporations Act* _____)
2001 (Cth):

Director

Director/Secretary

Name (print)

Name (print)

AUTHORISED OFFICER FOR BODY CORPORATE

SIGNED SEALED AND DELIVERED by _____ by its _____)
authorised officer/Member/Chairman in the presence of: _____)

Witness

Authorised Officer

Name (print)

Name and Position (print)

PART B – OTHER DISCLOSURE

DISCLOSURE ABOUT MANAGEMENT RIGHTS ETC.

The Seller discloses to the Buyer, as a potential future member of the Body Corporate, that:

1. on formation of the Scheme, the Seller will, for a period, be the sole member of the Scheme;
2. as the sole member of the Scheme, the Seller will have the capacity to cause the Body Corporate to enter into administration and service agreements (**Agreements**) with parties determined by the Seller which may include:
 - (a) the Seller itself;
 - (b) an entity howsoever related to the Seller; or
 - (c) a third party (ie a party not related to the Seller).
3. Some of the Agreements the Seller proposes to cause the Body Corporate to enter into and the estimated possible money, fee or benefit (**Benefit**) the Seller expects to receive for procuring the Body Corporate to enter into those Agreements, are set out in the table below:

Proposed Agreement	Estimated value of Benefit* expected to be received and retained by the Seller for procuring entry into the Agreement
Management Engagement and Letting Authorisation Agreement (MELA Agreement) (this Agreement will give effect to the creation the "Management Rights");	\$2,000,000.00 to \$2,500,000.00 plus GST
Origin Agreement	\$100,000.00 to \$120,000.00 exclusive of GST

* **Note:** the precise amount or nature of the Benefit the Seller expects to receive may not be known or may be a fixed amount based on the anticipated value of the rights and obligations of the other party under the Agreements. For example (and without limitation) the Benefit may be:

- (i) calculated or derived by reference to a formula based on the number of appointments as letting agent procured by the Manager under the MELA Agreement;
 - (ii) based on the number of lots within the Scheme;
 - (iii) based on or calculated by anticipated fees or profits to be derived by the service contractor, administrator or supplier under the Agreements.
4. The Seller may receive Benefits comparable to these amounts and possibly more.
5. The Benefits, or any part of them, will be retained by the Seller without distribution or payment to the Body Corporate.
6. The Benefits may be obtained by the Seller indirectly through the Seller itself or other related entities of the Seller acquiring rights under the Agreements.
7. The amount of Benefits disclosed above, relates only to the Seller procuring the Body Corporate to enter into the Agreements. It does not relate to any payments made by the Body Corporate to the other parties named in those Agreements, which payments are disclosed in the Statutory Disclosure Statements section of these Disclosure Documents.
8. The Agreements, or some of them, may be entered into by the Seller or related entities of the Seller.
9. The Seller directs the Buyer's attention to the Contract Term titled "Body Corporate Agreements".

PART B – OTHER DISCLOSURE

PROPOSED SPECIFICATIONS

(follow this page)

The Seller directs the attention of the Buyer to the Contract Terms which deal with the Seller's right in relation to Variations and substitution of Chattels, materials, fixtures, fittings, finishes and colours.



BROADBEACH

SCHEDULE OF INCLUSIONS

UNIT TYPES 2A, 2B, 2C, 2D, 2E & 2F

Common Areas and Building Finishes

ITEM	DESCRIPTION
EXTERNAL WALLS	Reinforced concrete (off-form and painted finish) / glazing / aluminium/ aluminium composite panel / block and render / stone cladding and other finishes to Architect's detailed design
FLOORS	Reinforced concrete suspended slab
LANDSCAPING	To Landscape Architect's detailed design
CORRIDORS AND LOBBIES	Floor finish, wall finish, lighting and features to Architect's detailed design including floor tiles and carpet
LIFTS	Lifts servicing all floors and basements as shown on plans
LETTER BOXES	1x lockable letterbox per apartment located near building entry
FIRE SERVICES	Common areas and car parking levels as required by National Construction Code (NCC) Fire sprinklers to NCC requirements. Detection system to residential apartments comprising fire sprinklers, smoke alarms and or sound alert system as required by NCC
WASTE DISPOSAL	Garbage chute to each level for refuse Supply of bins to garbage rooms, supply of recycling bins and waste management generally to be responsibility of Body Corporate
OUTDOOR ENTERTAINING AREA	Outdoor entertaining area on Level 5 to Architect's detailed design



BROADBEACH

SCHEDULE OF INCLUSIONS

UNIT TYPES 2A, 2B, 2C, 2D, 2E & 2F

Access Control	ITEM	DESCRIPTION
	ACCESS CONTROL	Access control system including programmable proximity reader for floor by floor lift control, vehicle entry and exit to car park
	VISITOR ACCESS	Voice intercom to unit at ground floor lobby
	KEYS	Each apartment will be provided with 2x keys for apartment front door
General Apartment Finishes	ITEM	DESCRIPTION
	ACOUSTIC	Apartment acoustics to Queensland Development Code (QDC) requirements
	THERMAL/ENERGY EFFICIENCY	To NCC requirements
	EXTERNAL WALLS	Precast, rendered blockwork paint, feature powder coated aluminium façade treatment to Architect's detailed design
	INTERNAL WALLS	Plasterboard and paint finish to Architect's detailed design
	CEILING FINISH	Suspended plasterboard, paint finish
	WINDOWS/EXTERNAL SLIDING DOORS	Aluminium framed window and sliding door sections
	ACCESS CONTROL	Intercom handset providing access control from main entry to apartment, location to Architect's detailed design
	TELEPHONE/DATA	See Communications and Data Services , below, for further details
	BASEMENT	Non-waterproof basement including spoon drain to perimeter walls for collection of water ingress to Architect's detailed design and NCC requirements

KOKO

BROADBEACH

SCHEDULE OF INCLUSIONS

UNIT TYPES 2A, 2B, 2C, 2D, 2E & 2F

CAR PARKING STRUCTURE	Non-water proof above ground car parking structure with permeable façade for natural light and ventilation to Architect's detailed design and NCC requirements
CAR PARKING SPACES	Refer to contract for sale
APARTMENT AIR CONDITIONING	Ducted reverse cycle air conditioning system to living room and bedrooms. Condenser located in service area, car park or roof

Balcony

ITEM	DESCRIPTION
LIGHTING	Surface mounted light fitting to Architect's detailed design
FLOOR	Tiles
CEILING	Applied textured paint finish
POWER	1x Outdoor double GPO per apartment
BALUSTRADES	To NCC requirements and Architect's detailed design, which may include concrete up-stand with applied paint finish, framed or frameless glass, metalwork balustrade

Entry

ITEM	DESCRIPTION
LIGHTING	Lighting to NCC requirements and Architect's detailed design
FLOOR	Tiles <i>Refer plan and Purchaser's Selections</i>

Living Room

ITEM	DESCRIPTION
LIGHTING	Lighting to NCC requirements and to Architect's detailed design
FLOOR	Carpet <i>Refer Purchaser's Selections</i>
POWER	3x double GPOs

KOKO

BROADBEACH

SCHEDULE OF INCLUSIONS

UNIT TYPES 2A, 2B, 2C, 2D, 2E & 2F

TV

Free to Air and cable outlet
See **Communications and Data Services**, below, for further details

Dining Room

ITEM	DESCRIPTION
LIGHTING	Lighting to NCC requirements and to Architect's detailed design
FLOOR	Carpet <i>Refer Purchaser's Selections</i>
POWER	1x double GPO
LINEN / STORE	Linen / store including shelves to Architect's detailed design

Kitchen

ITEM	DESCRIPTION
LIGHTING	Lighting to NCC requirements and to Architect's detailed design
FLOOR	Tiles <i>Refer Purchaser's selections</i>
POWER	2x double GPOs; 1x single GPO for refrigerator Power to appliances as required
BENCHTOP	Reconstituted stone <i>Refer Purchaser's Selections</i>
SPLASH BACK	Reconstituted stone <i>Refer Purchaser's Selections</i>
JOINERY DOORS and DRAWERS	Soft close doors and drawers laminate and feature laminate to Architect's detailed design <i>Refer Purchaser's Selections</i>
JOINERY CARCASS	Melamine – water resistant board
JOINERY HANDLES – CUPBOARDS / DRAWERS	Finger pull to Architect's detailed design

KOKO

BROADBEACH

SCHEDULE OF INCLUSIONS

UNIT TYPES 2A, 2B, 2C, 2D, 2E & 2F

TAPWARE

Franke black gooseneck mixer, or equal



SINK

Franke Tectonite single bowl sink, or equal



OVEN

Franke 9 function 60cm Multi-Function Oven, or equal



KOKO

BROADBEACH

SCHEDULE OF INCLUSIONS

UNIT TYPES 2A, 2B, 2C, 2D, 2E & 2F

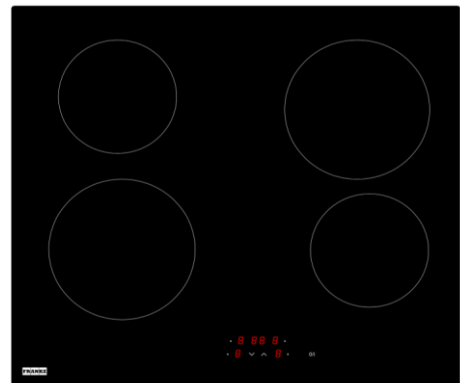
MICROWAVE

Franke 60cm Combination Microwave, or equal



COOKTOP

Franke 60cm 4-zone touch control electric cooktop, or equal



RANGE HOOD

Under cupboard range hood, exhaust externally

KOKO

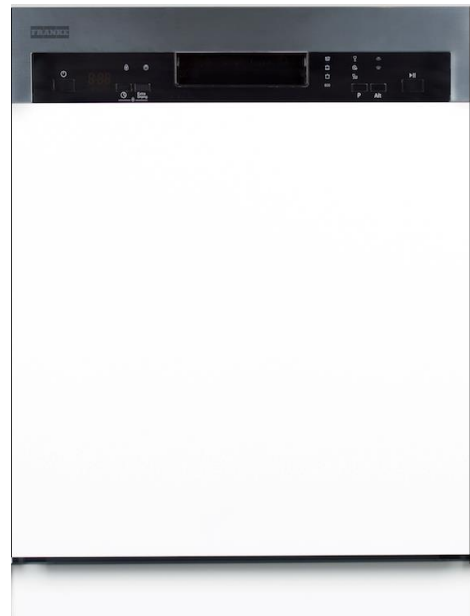
BROADBEACH

SCHEDULE OF INCLUSIONS

UNIT TYPES 2A, 2B, 2C, 2D, 2E & 2F

DISHWASHER

Franke semi integrated dishwasher, or equal



Laundry

ITEM	DESCRIPTION
LIGHTING	Lighting to NCC requirements and Architect's detailed design
FLOOR	Tiles <i>Refer Purchaser's Selections</i>
POWER	1x double GPO
WALLS	Plasterboard/paint finish/skirting tile
LAUNDRY SINK TAPWARE	Parisi Envy Laundry mixer
	
SINK	Single bowl laundry sink
SPLASHBACK	Tiled above sink

KOKO

BROADBEACH

SCHEDULE OF INCLUSIONS

UNIT TYPES 2A, 2B, 2C, 2D, 2E & 2F

DRYER

Haier HDY-M60 dryer, or equal



HOT & COLD WASHING
MACHINE COCKS

Hot & cold washing machine cocks

MECHANICAL VENTILATION

To NCC requirements

LAUNDRY DOORS

Joinery doors to Architect's detailed design

Main Bedroom

ITEM	DESCRIPTION
LIGHTING	Lighting to NCC requirements and to Architect's detailed design
FLOOR	Carpet <i>Refer Purchaser's Selections</i>
POWER	3x double GPO
TV	Free to Air and cable outlet See Communications and Data Services , below, for further details
WALK-IN WARDROBE <i>where shown on plan</i>	Detailed wardrobe fitout to Architect's detailed design including shelves and removable hanging rails
WARDROBE <i>where shown on plan</i>	Detailed wardrobe fitout to Architect's detailed design including shelves, removable hanging rails, opaque and mirror sliding doors




KOKO

BROADBEACH

SCHEDULE OF INCLUSIONS

UNIT TYPES 2A, 2B, 2C, 2D, 2E & 2F

Ensuite and Bathroom

ITEM	DESCRIPTION
LIGHTING	Lighting to NCC requirements and to Architect's detailed design
FLOOR	Tiles <i>Refer Purchaser's Selections</i>
POWER	1x double GPO
WALLS	Ceramic tiles & plasterboard to Architect's detailed design <i>Refer Purchaser's Selections</i>
VANITY CABINET & MIRROR	Laminate with melamine carcass and reconstituted benchtop Mirror shaving cabinet to Architect's detailed design <i>Refer Purchaser's Selections</i>
TOILET SUITE	Parisi Slim rimless wall faced suite, or equal 
VANITY BASIN	Parisi Aline Basin, or equal 
VANITY TAPSET	Parisi L' Hotel basin mixer, or equal 

KOKO

BROADBEACH

SCHEDULE OF INCLUSIONS

UNIT TYPES 2A, 2B, 2C, 2D, 2E & 2F

SHOWER MIXER

Parisi L'Hotel shower mixer, or equal



SHOWER ROSE

Parisi Ellisse rail shower, or equal



TOILET ROLL HOLDER

Parisi Ellisse toilet roll holder, or equal



TOWEL RAILS

2x Parisi Ellisse towel rail or equal



SHOWER SHELF

Parisi Ellisse frosted glass shelf or equal



SHOWER SCREEN

Semi-frameless to Architect's detailed design

MECHANICAL VENTILATION

To NCC requirements



BROADBEACH

SCHEDULE OF INCLUSIONS

UNIT TYPES 2A, 2B, 2C, 2D, 2E & 2F

Bedroom 2	ITEM	DESCRIPTION
	LIGHTING	Lighting to NCC requirements and to Architect's detailed design
	POWER	2x double GPO
	FLOOR	Carpet <i>Refer Purchaser's Selections</i>
	TV	Free to Air and cable outlet See Communications and Data Services , below, for further details
	WARDROBE	Detailed wardrobe fitout to Architect's detailed design including shelves, removable hanging rails, opaque and mirror sliding doors
Communications and Data Services	ITEM	DESCRIPTION
	HIGH SPEED INTERNET	High Speed internet will be provided to the apartment
	TELEPHONE	The building will be provided with a telephone backbone suitable for each apartment to have 2x exchange lines
	DIGITAL TV	Pre-wire and connection to Free-to-air TV channels in rooms specified
	PAY TV	Installation in building of infrastructure enabling connection to Foxtel services Pre-wire for Foxtel to each apartment in rooms specified Future subscription and final connection to Foxtel services by Purchaser Installation of additional system controls and/or cabling within the apartment may be required to suit Purchaser's or service provider's requirements. Provision of cabling per this inclusions list does not guarantee access to any particular Foxtel service



BROADBEACH

SCHEDULE OF INCLUSIONS

UNIT TYPES 2A, 2B, 2C, 2D, 2E & 2F

Gymnasium	ITEM	DESCRIPTION
	LIGHTING	Lighting to NCC requirements and to Architect's detailed design
	POWER	To electrical exercise equipment as required
	WALLS	Internal – plasterboard / paint finish and feature mirrors to Architect's detailed design
	FLOOR	Carpet to Architect's detailed design
	EQUIPMENT	Gymnasium equipment including: <ul style="list-style-type: none">• 2x commercial grade treadmill• cross trainer or equal• upright cycle• rowing machine• dual pulley/freemotion unit or equal• Assorted benches, freeweights, stretch mats and fit balls
Pool & BBQ Area level 5	ITEM	DESCRIPTION
	LIGHTING	Lighting to NCC requirements and to Architect's detailed design
	POWER	To Architect's detailed design
	WALLS	Reinforced concrete (off-form and painted finish) / glazing / aluminium/ aluminium composite panel / block and render / stone cladding and other finishes to Architect's detailed design
	FLOOR	Tiles and composite Timber to Architect's detailed design
	BBQ & BENCH	BBQ to Architect's detailed design including: <ul style="list-style-type: none">• Sink• 2x Built-in electric BBQs

KOKO

BROADBEACH

SCHEDULE OF INCLUSIONS

UNIT TYPES 2A, 2B, 2C, 2D, 2E & 2F

Purchaser's Selections

ITEM	DESCRIPTION
COLOUR SCHEME SELECTIONS	<p>There are three colour schemes:</p> <ul style="list-style-type: none">• Scheme 1 'Beach'• Scheme 2 'Classic'• Scheme 3 "Urban"
NATURAL MATERIALS	<p>Purchasers are advised that the finishes proposed for use in the apartments include natural materials such as granite, marble, limestone, reconstituted stone products, and timber. Natural materials may display characteristics which vary from the samples shown on the display colour boards due to the intrinsic nature of such naturally occurring materials</p>
LIGHT, GPO'S, BATHROOM ACCESSORIES	<p>Light fittings, GPO's, intercom system, free-to-air TV and Foxtel outlets, telecommunication outlets and bathroom accessories are subject to detailed architectural design</p> <p>Minor variations in location and quantities of these items may occur following detailed architectural design</p>
PRODUCT SUBSTITUTION	<p>The Seller reserves the right to substitute any specified inclusions with that of a similar quality</p>

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BROADBEACH

SCHEDULE OF INCLUSIONS

UNIT TYPE 3A

Common Areas and Building Finishes

ITEM	DESCRIPTION
EXTERNAL WALLS	Reinforced concrete (off-form and painted finish) / glazing / aluminium/ aluminium composite panel / block and render / stone cladding and other finishes to Architect's detailed design
FLOORS	Reinforced concrete suspended slab
LANDSCAPING	To Landscape Architect's detailed design
CORRIDORS AND LOBBIES	Floor finish, wall finish, lighting and features to Architect's detailed design including floor tiles and carpet
LIFTS	Lifts servicing all floors and basements as shown on plans
LETTER BOXES	1x lockable letterbox per apartment located near building entry
FIRE SERVICES	Common areas and car parking levels as required by National Construction Code (NCC) Fire sprinklers to NCC requirements. Detection system to residential apartments comprising fire sprinklers, smoke alarms and or sound alert system as required by NCC
WASTE DISPOSAL	Garbage chute to each level for refuse Supply of bins to garbage rooms, supply of recycling bins and waste management generally to be responsibility of Body Corporate
OUTDOOR ENTERTAINING AREA	Outdoor entertaining area on Level 5 to Architect's detailed design

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BROADBEACH

SCHEDULE OF INCLUSIONS

UNIT TYPE 3A

Access Control	ITEM	DESCRIPTION
	ACCESS CONTROL	Access control system including programmable proximity reader for floor by floor lift control, vehicle entry and exit to car park
	VISITOR ACCESS	Voice intercom to unit at ground floor lobby
	KEYS	Each apartment will be provided with 2x keys for apartment front door
General Apartment Finishes	ITEM	DESCRIPTION
	ACOUSTIC	Apartment acoustics to Queensland Development Code (QDC) requirements
	THERMAL/ENERGY EFFICIENCY	To NCC requirements
	EXTERNAL WALLS	Precast, rendered blockwork paint, feature powder coated aluminium façade treatment to Architect's detailed design
	INTERNAL WALLS	Plasterboard and paint finish to Architect's detailed design
	CEILING FINISH	Suspended plasterboard, paint finish
	WINDOWS/EXTERNAL SLIDING DOORS	Aluminium framed window and sliding door sections
	ACCESS CONTROL	Intercom handset providing access control from main entry to apartment, location to Architect's detailed design
	TELEPHONE/DATA	See Communications and Data Services , below, for further details
	BASEMENT	Non-waterproof basement including spoon drain to perimeter walls for collection of water ingress to Architect's detailed design and NCC requirements

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BROADBEACH

SCHEDULE OF INCLUSIONS

UNIT TYPE 3A

CAR PARKING STRUCTURE	Non-water proof above ground car parking structure with permeable façade for natural light and ventilation to Architect's detailed design and NCC requirements
CAR PARKING SPACES	Refer to contract for sale
APARTMENT AIR CONDITIONING	Ducted reverse cycle air conditioning system to living room and bedrooms. Condenser located in service area, car park or roof

Balcony

ITEM	DESCRIPTION
LIGHTING	Surface mounted light fitting to Architect's detailed design
FLOOR	Tiles
CEILING	Applied textured paint finish
POWER	1x Outdoor double GPO per apartment
TAP	Tap
BALUSTRADES	To NCC requirements and Architect's detailed design, which may include concrete up-stand with applied paint finish, framed or frameless glass, metalwork balustrade

Entry

ITEM	DESCRIPTION
LIGHTING	Lighting to NCC requirements and Architect's detailed design
FLOOR	Tiles <i>Refer plan and Purchaser's Selections</i>

Living Room

ITEM	DESCRIPTION
LIGHTING	Lighting to NCC requirements and to Architect's detailed design
FLOOR	Carpet <i>Refer Purchaser's Selections</i>



BROADBEACH

SCHEDULE OF INCLUSIONS

UNIT TYPE 3A

POWER	3x double GPOs
TV	Free to Air and cable outlet See Communications and Data Services , below, for further details

Dining Room

ITEM	DESCRIPTION
LIGHTING	Lighting to NCC requirements and to Architect's detailed design
FLOOR	Carpet <i>Refer Purchaser's Selections</i>
POWER	1x double GPO
LINEN / STORE	Linen / store including shelves to Architect's detailed design

Kitchen

ITEM	DESCRIPTION
LIGHTING	Lighting to NCC requirements and to Architect's detailed design
FLOOR	Tiles <i>Refer Purchaser's selections</i>
POWER	2x double GPOs; 1x single GPO for refrigerator Power to appliances as required
BENCHTOP	Reconstituted stone <i>Refer Purchaser's Selections</i>
SPLASH BACK	Reconstituted stone <i>Refer Purchaser's Selections</i>
JOINERY DOORS and DRAWERS	Soft close doors and drawers laminate and feature laminate to Architect's detailed design <i>Refer Purchaser's Selections</i>
JOINERY CARCASS	Melamine – water resistant board
JOINERY HANDLES – CUPBOARDS / DRAWERS	Finger pull to Architect's detailed design

KOKO

BROADBEACH SCHEDULE OF INCLUSIONS UNIT TYPE 3A

TAPWARE

Franke black gooseneck mixer, or equal



SINK

Franke Tectonite double bowl sink, or equal



OVEN

Wolf SOCE/B/TH 76cm multi-function oven, or equal



KOKO

BROADBEACH SCHEDULE OF INCLUSIONS UNIT TYPE 3A

MICROWAVE

Wolf MDD30CM/B/TH 76cm microwave, or equal



COOKTOP

Wolf ICBCI304C/B 76cm 4-zone touch control induction cooktop, or equal



RANGE HOOD

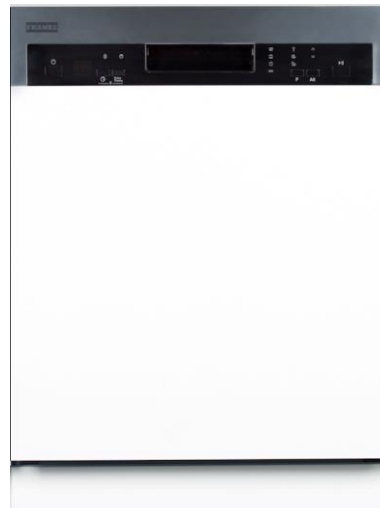
Under cupboard range hood, exhaust externally

KOKO

BROADBEACH SCHEDULE OF INCLUSIONS UNIT TYPE 3A

DISHWASHER

Franke semi integrated dishwasher, or equal



REFRIGERATOR

Sub-Zero ICBBI48SDO 1219mm built-in side by side fridge with water and ice dispenser





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BROADBEACH

SCHEDULE OF INCLUSIONS

UNIT TYPE 3A

Laundry

ITEM	DESCRIPTION
LIGHTING	Lighting to NCC requirements and Architect's detailed design
FLOOR	Tiles <i>Refer Purchaser's Selections</i>
POWER	1x double GPO
WALLS	Plasterboard/paint finish/skirting tile
LAUNDRY SINK TAPWARE	Parisi Envy Laundry mixer 
SINK	Single bowl laundry sink
SPLASHBACK	Tiled above sink
DRYER	Haier HDY-M60 dryer, or equal 
HOT & COLD WASHING MACHINE COCKS	Hot & cold washing machine cocks
MECHANICAL VENTILATION	To NCC requirements
LAUNDRY DOORS	Joinery doors to Architect's detailed design



BROADBEACH

SCHEDULE OF INCLUSIONS

UNIT TYPE 3A

Main Bedroom	ITEM	DESCRIPTION
	LIGHTING	Lighting to NCC requirements and to Architect's detailed design
	FLOOR	Carpet <i>Refer Purchaser's Selections</i>
	POWER	3x double GPO
	TV	Free to Air and cable outlet See Communications and Data Services , below, for further details
	WALK-IN WARDROBE <i>where shown on plan</i>	Detailed wardrobe fitout to Architect's detailed design including shelves and removable hanging rails
	WARDROBE <i>where shown on plan</i>	Detailed wardrobe fitout to Architect's detailed design including shelves, removable hanging rails, opaque and mirror sliding doors
Ensuite	ITEM	DESCRIPTION
	LIGHTING	Lighting to NCC requirements and to Architect's detailed design
	FLOOR	Tiles <i>Refer Purchaser's Selections</i>
	POWER	1x double GPO
	WALLS	Ceramic tiles & plasterboard to Architect's detailed design <i>Refer Purchaser's Selections</i>
	VANITY CABINET & MIRROR	Laminate with melamine carcass and reconstituted benchtop Mirror shaving cabinet to Architect's detailed design <i>Refer Purchaser's Selections</i>

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BROADBEACH SCHEDULE OF INCLUSIONS UNIT TYPE 3A

TOILET SUITE

Parisi Slim rimless wall faced suite, or equal



VANITY BASIN

Parisi Aline Basin, or equal



VANITY TAPSET

Parisi L' Hotel basin mixer, or equal



SHOWER MIXER

Parisi L'Hotel shower mixer, or equal



SHOWER ROSE

Parisi Ellisse rail shower, or equal



KOKO

BROADBEACH SCHEDULE OF INCLUSIONS UNIT TYPE 3A

TOILET ROLL HOLDER Parisi Ellisse toilet roll holder, or equal



TOWEL RAILS 2x Parisi Ellisse towel rail or equal



SHOWER SHELF Parisi Ellisse frosted glass shelf, or equal



SHOWER SCREEN Semi-frameless to Architect's detailed design

MECHANICAL VENTILATION To NCC requirements

Bathroom

ITEM	DESCRIPTION
LIGHTING	Lighting to NCC requirements and to Architect's detailed design
POWER	1x double GPO
FLOOR	Tiles <i>Refer Purchaser's Selections</i>
WALLS	Ceramic tiles & plasterboard to Architect's detailed design <i>Refer Purchaser's Selections</i>
VANITY CABINET & MIRROR	Laminate with melamine carcass and reconstituted benchtop Mirror shaving cabinet to Architect's detailed design <i>Refer Purchaser's Selections</i>

KOKO

BROADBEACH SCHEDULE OF INCLUSIONS UNIT TYPE 3A

VANITY BASIN

Parisi Vanity Aline Basin, or equal



VANITY TAPSET

Parisi L'Hotel basin mixer, or equal



SHOWER MIXER

Parisi L'Hotel shower mixer, or equal



SHOWER ROSE

Parisi Ellisse rail shower, or equal



KOKO

BROADBEACH SCHEDULE OF INCLUSIONS UNIT TYPE 3A

BATH Semi freestanding bath to Architect's detailed design



TOWEL RAILS 2x Parisi Ellisse towel rail, or equal



SHOWER SHELF Parisi Ellisse frosted glass shelf, or equal



SHOWER SCREEN Semi-frameless to Architect's detailed design

MECHANICAL VENTILATION To NCC requirements

Powder Room

ITEM	DESCRIPTION
LIGHTING	Lighting to NCC requirements and to Architect's detailed design
FLOOR	Tiles <i>Refer Purchaser's Selections</i>
WALLS	Plasterboard/paint finish/skirting tile
TOILET ROLL HOLDER	Parisi Ellisse toilet roll holder, or equal



KOKO

BROADBEACH SCHEDULE OF INCLUSIONS UNIT TYPE 3A

TOILET SUITE

Parisi Slim rimless wall faced suite, or equal



HAND BASIN

Hand basin and basin mixer

MECHANICAL VENTILATION

To NCC requirements

Bedrooms 2 & 3

ITEM	DESCRIPTION
LIGHTING	Lighting to NCC requirements and to Architect's detailed design
POWER	2x double GPO
FLOOR	Carpet <i>Refer Purchaser's Selections</i>
TV	Free to Air and cable outlet See Communications and Data Services , below, for further details
WARDROBE	Detailed wardrobe fitout to Architect's detailed design including shelves, removable hanging rails, opaque and mirror sliding doors

KOKO

BROADBEACH

SCHEDULE OF INCLUSIONS

UNIT TYPE 3A

Communications and Data Services	ITEM	DESCRIPTION
	HIGH SPEED INTERNET	High Speed internet will be provided to the apartment
	TELEPHONE	The building will be provided with a telephone backbone suitable for each apartment to have 2x exchange lines
	DIGITAL TV	Pre-wire and connection to Free-to-air TV channels in rooms specified
	PAY TV	Installation in building of infrastructure enabling connection to Foxtel services Pre-wire for Foxtel to each apartment in rooms specified Future subscription and final connection to Foxtel services by Purchaser Installation of additional system controls and/or cabling within the apartment may be required to suit Purchaser's or service provider's requirements. Provision of cabling per this inclusions list does not guarantee access to any particular Foxtel service

Gymnasium	ITEM	DESCRIPTION
	LIGHTING	Lighting to NCC requirements and to Architect's detailed design
	POWER	To electrical exercise equipment as required
	WALLS	Internal – plasterboard / paint finish and feature mirrors to Architect's detailed design
	FLOOR	Carpet to Architect's detailed design

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BROADBEACH

SCHEDULE OF INCLUSIONS

UNIT TYPE 3A

EQUIPMENT

Gymnasium equipment including:

- 2x commercial grade treadmill
- cross trainer or equal
- upright cycle
- rowing machine
- dual pulley/freemotion unit or similar
- Assorted benches, freeweights, stretch mats and fit balls

Pool & BBQ Area level 5

ITEM	DESCRIPTION
LIGHTING	Lighting to NCC requirements and to Architect's detailed design
POWER	To Architect's detailed design
WALLS	Reinforced concrete (off-form and painted finish) / glazing / aluminium/ aluminium composite panel / block and render / stone cladding and other finishes to Architect's detailed design
FLOOR	Tiles and composite Timber to Architect's detailed design
BBQ & BENCH	BBQ to Architect's detailed design including: <ul style="list-style-type: none">• Sink• 2x Built-in electric BBQs

KOKO

BROADBEACH

SCHEDULE OF INCLUSIONS

UNIT TYPE 3A

Purchaser's Selections

ITEM	DESCRIPTION
COLOUR SCHEME SELECTIONS	<p>There are three colour schemes:</p> <ul style="list-style-type: none">• Scheme 1 'Beach'• Scheme 2 'Classic'• Scheme 3 "Urban"
NATURAL MATERIALS	<p>Purchasers are advised that the finishes proposed for use in the apartments include natural materials such as granite, marble, limestone, reconstituted stone products, and timber. Natural materials may display characteristics which vary from the samples shown on the display colour boards due to the intrinsic nature of such naturally occurring materials</p>
LIGHT, GPO'S, BATHROOM ACCESSORIES	<p>Light fittings, GPO's, intercom system, free-to-air TV and Foxtel outlets, telecommunication outlets and bathroom accessories are subject to detailed architectural design</p> <p>Minor variations in location and quantities of these items may occur following detailed architectural design</p>
PRODUCT SUBSTITUTION	<p>The Seller reserves the right to substitute any specified inclusions with that of a similar quality</p>

PART B – OTHER DISCLOSURE

NOTICE TO BUYERS

PAYMENT OF DEPOSIT & COMPLIANT BANK GUARANTEE

HOW MUCH DEPOSIT IS PAYABLE?

The Seller requires that you pay Deposit equal to the amount specified in the Reference Schedule of the Contract.

You are not required to and should not pay more than 10% Deposit.

WHEN IS THE DEPOSIT PAYABLE?

The Deposit is payable at the times shown in the Reference Schedule of the Contract.

HOW IS THE DEPOSIT PAYABLE?

The Deposit may be paid by:

- (a) cash payment; or
- (b) Compliant Bank Guarantee; or
- (c) a combination of cash payment and Compliant Bank Guarantee.

IF THE DEPOSIT IS PAID IN CASH, DOES IT EARN INTEREST?

Yes. Unless the Contract provides otherwise, any interest earned on the investment of the Deposit is normally payable to you at Settlement, providing you are not in default of the Contract.

The Deposit is normally invested by the Deposit Holder in an interest bearing account at rates generally comparable to those available in the banking sector.

You should give your tax file number to HWL Ebsworth Lawyers to avoid withholding tax being deducted from the interest earned.

DEPOSIT MAY BE PAID BY BANK GUARANTEE

You can secure payment of the Deposit by Compliant Bank Guarantee instead of paying in cash.

The requirements for a Compliant Bank Guarantee are set out below and must be strictly complied with.

Compliant Bank Guarantee means a guarantee or undertaking by an Australian bank (authorised under section 9 of the Banking Act 1959 (Cth)), acceptable to the Seller, which;

- (a) is for the amount of the Deposit;
- (b) is issued in favour of the Deposit Holder (as "Favouree" as opposed to specifying the Seller as Favouree);

(c) specifies that the Seller has agreed to accept the guarantee or undertaking instead of payment of a cash deposit;

(d) requires the bank to pay the Deposit Holder the Deposit amount immediately on presentation of the guarantee or undertaking without first checking with the Buyer or any other person;

(e) has no expiry date and be expressed to be unconditional and irrevocable;

(f) contains the names of the Seller and the Buyer (and no other third party) and make reference to this Contract and the sale made under it, eg:

MPG ELSTON PTY LIMITED ACN 606 476 868 sale of unit [No.] Koko Broadbeach to [Buyer's Name]; and

(g) is otherwise on terms and conditions and in a form satisfactory to the Seller and any Seller's financier.

You should give your bank a copy of this Notice and instruct the bank that the Bank Guarantee must comply with the matters set out above.

WHAT IF I REQUIRE FURTHER INFORMATION OR ASSISTANCE?

If you require further information, then you should contact any of the following parties:

- (a) the Agent;
- (b) your Solicitor;
- (c) the Seller's Solicitor, on the following contact particulars:

HWL Ebsworth Lawyers

Phone No: (07) 3169 4700

Fax No: 1300 368 717

NOTE: This Notice does not form part of the Contract. It is given to the Buyer in order to assist the Buyer in relation to the payment of the Deposit, in particular payment of the Deposit by lodgement of a Compliant Bank Guarantee. Nothing in this Notice affects the rights of the Seller or the Buyer under the Contract.

PART B – OTHER DISCLOSURE

PAYMENT OF DEPOSIT BY COMPLIANT BANK GUARANTEE REQUIRED PARTICULARS

The Seller requires that the following particulars be included in the bank guarantee:

Beneficiary / Favouree:	HWL Ebsworth Lawyers A.B.N. 37 246 549 189
Seller:	MPG ELSTON PTY LIMITED ACN 606 476 868
Buyer:	Only Buyer's details as per Contract. No other party should be mentioned.
Amount:	Amount equal to Deposit in Reference Schedule.
Consideration:	Seller agreeing to dispense with payment of cash deposit under the contract for Lot [INSERT LOT NUMBER] in <i>Koko Broadbeach</i> , between MPG ELSTON PTY LIMITED ACN 606 476 868 and [BUYER'S NAME] .
Expiry Date:	Nil (bank guarantee should not have expiry date).
Other Matters:	Bank guarantee must: <ul style="list-style-type: none">• be issued by an Australian Bank;• be unconditional and irrevocable; and• must permit the Beneficiary / Favouree to make a call on it without reference to or permission of the Buyer.